COUNSEL PRESS
460 WEST 34TH STREET, NEW YORK, NEW YORK 10001
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THE GREENWICH LANE

**THIS PLAN HAS BEEN AMENDED. SEE INSIDE COVER.**
**VOLUME I OF II**

# CONDOMINIUM OFFERING PLAN

having street addresses of:

133 West 11th Street, 135 West 11th Street, 137 West 11th Street, 139 West 11th Street, 141 West 11th Street, 145 West 11th Street, 155 West 11th Street, 140 West 12th Street, 150 West 12th Street and 160 West 12th Street
New York, New York 10011

THE GREENWICH LANE

| | |
|---|---|
| 199 Residential Units (Consisting of 187 Apartment Units, 5 Townhouse Units, and 7 Suite Units; The total of 187 Apartment Units does not include the Resident Manager's Unit, which is not being offered hereunder) | $1,654,915,000 |
| 89 Parking Space Licenses (1) | $3,115,000 |
| 76 Storage Bin Licenses (2) | $3,732,500 |
| TOTAL AMOUNT OF OFFERING | $1,661,762,500 |

(1) The Parking Space Licenses offered are for the right to use non-designated parking spaces in the Garage Unit.
(2) The Storage Bins are Cellar Storage Bins located in the cellar of the Condominium.

The Condominium shall have 2 Retail Units, a Garage Unit, a Storage Unit and a Community Facility Unit. None of these Units are being offered at this time.

**Sponsor:**
West Village Residences LLC
345 Park Avenue
33rd Floor
New York, NY 10154

**Sales Center:**
450 Sixth Avenue
Ground Floor
New York, NY 10011

**Selling Agent:**
Corcoran Sunshine
Marketing Group
888 Seventh Ave, 39th Fl.
New York, NY 10106

**Filing Date of this Offering Plan: October 1, 2013. This Offering Plan may not be used after September 30, 2014, unless this Offering Plan is extended by amendment.**

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

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

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

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THE GREENWICH LANE

**VOLUME II OF II**

# CONDOMINIUM OFFERING PLAN

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**TABLE OF CONTENTS**
**PART I**


| Section | Page |
|---|---|
| SPECIAL RISKS | 1 |
| INTRODUCTION | 37 |
| DEFINITIONS | 48 |
| DESCRIPTION OF PROPERTY AND IMPROVEMENTS | 61 |
| LOCATION AND AREA INFORMATION | 72 |
| SCHEDULE A – PURCHASE PRICE OF UNITS AND RELATED INFORMATION | 76 |
| SCHEDULE B – PROJECTED BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION | 89 |
| SCHEDULE B-1 – PROJECTED INDIVIDUAL ENERGY COSTS BUDGET | 102 |
| OPINION OF COUNSEL RE: REAL PROPERTY LAW SECTION 339-I | 109 |
| REAL PROPERTY LAW SECTION 339-I COMPLIANCE LETTER | 111 |
| NON-RESIDENTIAL UNITS | 113 |
| RETAIL UNITS | 114 |
| COMMUNITY FACILITY UNIT | 117 |
| GARAGE UNIT AND PARKING SPACES | 119 |
| STORAGE UNIT | 124 |
| TRIANGLE PARK; RESTRICTIVE DECLARATION | 127 |
| CHANGES IN PRICES AND UNITS | 130 |
| USE AND OCCUPANCY AGREEMENTS | 132 |
| PROCEDURE TO PURCHASE | 133 |
| ESCROW AND TRUST FUND REQUIREMENTS | 138 |
| ASSIGNMENT OF OPTION AGREEMENTS | 144 |
| EFFECTIVE DATE | 144 |
| TERMS OF SALE / CLOSING OF TITLE TO RESIDENTIAL UNITS | 146 |
| CLOSING COSTS AND ADJUSTMENTS | 148 |

**Section** **Page**

RIGHTS AND OBLIGATIONS OF SPONSOR ..... 156

CONTROL BY SPONSOR ..... 172

CONDOMINIUM BOARD ..... 173

RIGHTS AND OBLIGATIONS OF UNIT OWNERS ..... 175

RIGHTS AND OBLIGATIONS OF THE CONDOMINIUM BOARD/
SUMMARY OF BY-LAWS ..... 187

INCOME TAX DEDUCTIONS TO RESIDENTIAL UNIT OWNERS AND
TAX STATUS OF CONDOMINIUM ..... 193

REAL ESTATE TAXES ..... 195

WORKING CAPITAL FUND AND APPORTIONMENTS ..... 197

RESERVE FUND; CONTINGENCY ..... 198

MANAGEMENT AGREEMENT ..... 199

IDENTITY OF PARTIES ..... 201

REPORTS TO UNIT OWNERS ..... 204

DOCUMENTS ON FILE ..... 204

NO RESERVATION OF AIR OR DEVELOPMENT RIGHTS ..... 205

GENERAL ..... 205

SPONSOR'S STATEMENT OF BUILDING CONDITION ..... 207

**TABLE OF CONTENTS**
**PART II**


| Caption | Exhibit | Page |
|---|---|---|
| 1. | DESCRIPTION OF PROPERTY AND IMPROVEMENTS | 211 |
| 2. | UNIT FLOOR PLANS | 281 |
| 3. | OPTION AGREEMENT | 473 |
| 4. | UNIT DEED | 533 |
| 5. | CELLAR STORAGE BIN LICENSE AGREEMENT/ VAULT STORAGE BIN LICENSE AGREEMENT | 545 |
| 6. | PARKING SPACE LICENSE AGREEMENT | 561 |
| 7. | DECLARATION OF CONDOMINIUM | 571 |
| 8. | CONDOMINIUM BY-LAWS | 623 |
| 9. | RESIDENTIAL UNIT POWER OF ATTORNEY / NON-RESIDENTIAL UNIT POWER OF ATTORNEY | 701 |
| 10. | HOUSING MERCHANT IMPLIED WARRANTY LAW | 709 |
| 11. | ATTORNEY'S INCOME TAX OPINION | 717 |
| 12. | REAL ESTATE TAX PROJECTION OPINION | 727 |
| 13. | UNIT OWNER'S SPECIMEN TITLE POLICY | 743 |
| 14. | FORM W-8 (CERTIFICATION OF FOREIGN STATUS) | 755 |
| 15. | FORM W-9 (REQUEST FOR TAXPAYER IDENTIFICATION NUMBER) | 759 |
| 16. | CERTIFICATION OF SPONSOR AND PRINCIPALS | 765 |
| 17. | CERTIFICATION OF ARCHITECT | 771 |
| 18. | CERTIFICATION OF BUDGET EXPERT | 775 |
| 19. | CERTIFICATION OF BUDGET EXPERT CONCERNING ADEQUACY OF COMMON CHARGES PAYABLE BY THE NON-RESIDENTIAL UNIT OWNERS | 779 |
| 20. | REAL PROPERTY LAW SECTION 339-kk | 783 |

| Caption | Exhibit | Page |
|---|---|---|
| 21. | FORM OF CONSTRUCTION AGREEMENT | 789 |
| 22. | ASBESTOS/LEAD-BASED PAINT REPORT | 809 |
| 23. | LEAD-BASED PAINT PAMPHLET | 971 |
| 24. | RESTRICTIVE DECLARATION | 993 |
| 25. | FORM OF USE AND OCCUPANCY AGREEMENT | 1117 |

## SPECIAL RISKS

1. **Initial Control Period**. (a) Sponsor will have voting control over the Condominium Board until the later to occur of: (i) the Closing of Title with Purchasers under the Plan to Residential Units representing at least 95% in number of all Residential Units offered for sale, or (ii) the issuance of a FCO for the Condominium ("Initial Control Period"). During the Initial Control Period Sponsor may designate six (6) of the seven (7) Residential Members of the Condominium Board. Sponsor reserves the right to relinquish voting control of the Condominium Board prior to the expiration of the Initial Control Period.

(b) After the Initial Control Period, Sponsor shall have the right to designate one (1) Residential Member to the Condominium Board for so long as Sponsor continues to own at least one (1) Unsold Residential Unit. Sponsor shall also continue to have the right to designate at least one (1) additional Member on the Condominium Board (and possibly more than one (1) Member) if Sponsor owns the Retail Units and/or the Community Facility Unit.

(c) During the Initial Control Period, Sponsor will 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.

(d) After the Initial Control Period, a majority of the Residential Members of the Condominium Board must be owner-occupants of the Condominium who are unrelated to Sponsor and its principals.

*(See the Sections of the Plan entitled "Control by Sponsor" and "Condominium Board" for further details.)*

2. **Temporary Certificate of Occupancy**

(a) Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a final permanent certificate of occupancy ("FCO") covering the entire Condominium but with only a temporary certificate of occupancy ("TCO"), and sometimes with several successive TCOs. Certificates of occupancy are generally governed by Section 301 of the New York Multiple Dwelling Law and local building codes and rules. Both TCOs and FCOs are issued by the Buildings Department. A TCO is intended to indicate that the property is safe for occupancy, but means that not all of the construction work and/or inspections have been performed, or that not all of the required documents have been submitted to the New York City Department of Buildings ("DOB"). All TCOs have an expiration date. A TCO typically expires 90 days after the date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, finance, or sell units. In New York City, it is common for sponsors to commence unit closings when some or all units are covered by a TCO rather than a FCO. Sponsor anticipates this scenario will occur. Sponsor will undertake the responsibility for extending each TCO received prior to expiration thereof, and ultimately for obtaining a FCO covering the entire building, subject, however, to (i) Force Majeure, (ii) actions by Unit Owners or tenants of Unit Owners, (iii) work undertaken in a Unit by a Unit Owner, except in instances where Sponsor or Sponsor-controlled Condominium Board have given their consent to a Unit Owner to perform alterations in such Unit Owner's Unit, (iv) work undertaken in Common Elements by the Condominium after Sponsor no longer controls the Condominium Board or (v) any other cause over which Sponsor has no control. Sponsor make no representation or guarantee that the Buildings Department will issue

the FCO by any specific date. Notwithstanding the foregoing, Sponsor is obligated to procure the FCO for the entire building, and shall exercise commercially reasonable efforts to obtain the FCO while keeping the TCO current. Unit Owners and the Condominium Board shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings. Sponsor shall not be responsible for any costs or liabilities suffered by Unit Owners on account of delays in obtaining the FCO due to causes (i)-(v) listed above. Furthermore, because Sponsor and the By-laws of the Condominium may permit Unit Owners to undertake renovations to individual Units prior to the procurement of a FCO, such renovations may cause additional delays in the issuance thereof. Notwithstanding the foregoing, the Condominium Board and/or Sponsor may refuse to permit a Residential Unit Owner to perform alterations to a Residential Unit until such time as the Condominium has been completed and a FCO has been obtained. Purchasers are advised to visit the DOB website for further recommendations when purchasing a Unit in a building that does not have a FCO. A Factsheet on Certificates of Occupancy is currently available on the DOB website at: http://www.nyc.gov/html /dob/downloads/pdf/co_factsheet.pdf. *(See the Section of the Plan entitled "Rights and Obligations of Sponsor" for further details.)*

(b) No Closing of a Residential Unit will occur prior to the issuance of a TCO for the particular Residential Unit. Notwithstanding the foregoing, Sponsor shall have the right to negotiate with an individual Purchaser of a "raw space" Unit to deliver such "raw space" Unit prior to the issuance of a TCO for such Unit. In such instance, the Purchaser of such "raw space" Unit, shall not be permitted to occupy such Residential Unit until such time as a TCO has been issued for such Residential Unit. Purchasers of such "raw space" Unit will be obligated to comply with the provisions of the Bylaws prior to commencing any build-out of such "raw space" Unit, in particular Section 5.2, entitled "Alterations, Additions, Improvements, or Repairs in and to Units". The Non-Residential Units may be sold to a Purchaser and such Purchaser may close prior to the issuance of a TCO in accordance with the terms of the purchase agreement negotiated by Sponsor and any purchaser of the applicable Non-Residential Unit. Additionally, the Closing of Title to such "raw space" Unit shall not constitute the First Closing as defined herein, if such "raw space" Residential Unit is delivered prior to the issuance of a TCO for such Unit.

(c) The only construction prerequisite to Closing is the issuance of a TCO for the Residential Unit at issue. As such, each Purchaser of a Residential Unit shall be required to close title to their particular Residential Unit once a TCO is issued for such Residential Unit irrespective of outstanding items of work, provided Sponsor has satisfied the closing conditions set forth in the Section of the Plan entitled "Terms of Sale / Closing of Title to Residential Units." *(See the Section of the Plan entitled "Terms of Sale / Closing of Title to Residential Units" for further details.)*

3. **Offering Plan**. 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.

4. **Default under Option Agreement**. A Purchaser is required to make a Premium Payment in an amount equal to fifteen percent (15%) of the Purchase Price of such Unit, Storage Bin License, and/or Parking Space License (the "Initial Premium Payment") at such time as an

Option Agreement is executed, and then an additional Premium Payment (the "Additional Premium Payment") equal to ten percent (10%) of the Purchase Price of the Unit, Storage Bin License, or Parking Space License, which Additional Premium Payment is due and payable at the earlier to occur of (a) four (4) months after the date of the Option Agreement, or (b) fifteen (15) days after Sponsor serves Purchaser with written notice of an amendment to the Offering Plan declaring the same effective, but in no event later than the Closing of Title to the Unit, Storage Bin License and/or Parking Space License. The term "Premium Payment" used herein shall refer to both the Initial Premium Payment and, if the same has been paid at the time in question, the Additional Premium Payment. In the event a Purchaser defaults under the Option 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 cancel the Option Agreement and retain, as liquidated damages, the entire Premium Payment, together with interest earned thereon, if any. Notwithstanding the foregoing, however, pursuant to the Interstate Land Sales Full Disclosure Act ("ILSA"), 15 U.S.C. 1701, et. seq., with respect to each such Unit, Storage Bin License and/or Parking Space License, if Purchaser loses its rights and interest in the fifteen percent (15%) of the Purchase Price of such Unit, Storage Bin License, and/or Parking Space License, excluding any interest owed under the Option Agreement, Sponsor (or Sponsor's successors) shall refund to Purchaser any amount which remains after subtracting (i) fifteen percent (15%) of the Purchase Price, excluding any interest owed under and disposed of in accordance with the Option Agreement, or the amount of damages incurred by Sponsor (or Sponsor's successor) as a result of such breach, whichever is greater, from (ii) the amount paid by Purchaser with respect to the Purchase Price of the Unit, Storage Bin License, and/or Parking Space License, excluding interest paid under the Option Agreement (which interest shall be disposed of as set forth in the Option Agreement). (*See the Section of the Plan entitled "Procedure to Purchase" for further details.*)

5. **Time of the Essence**. Time is of the Essence as to Purchaser's obligations under the Option Agreement, including without limitation, for the payment of the Premium Payment and the Exercise Price. If a Purchaser fails for any reason to close title to the Unit, Storage Bin, and/or Parking Space on the originally scheduled date of Closing, or a later date to which Closing has been adjourned by Sponsor ("Scheduled Closing Date") and Sponsor elects not to cancel the Option Agreement as a result of such default: (a) the closing apportionments to be made at the Closing will be made as of midnight of the day preceding the Scheduled Closing Date, and not as of midnight of the day preceding the actual date of Closing ("Actual Closing Date") and (b) Purchaser will be required to pay to Sponsor an amount equal to 0.03% of the Purchase Price of the Unit, Storage Bin, and/or Parking Space per day commencing with the Scheduled Closing Date through the Actual Closing Date. (*See the Section of the Plan entitled "Procedure to Purchase" for further details.)*

6. **Premium Payments**. If a Purchaser makes a Premium Payment in excess of $250,000 for the purchase of a Residential Unit, the amount in excess of $250,000 will not be federally insured. Additionally, until such time as Purchaser delivers either an executed W-8 or W-9 Form to Sponsor, the Premium Payment shall remain in the non-interest bearing portion of the Master Escrow Account. While the Premium Payment remains in the non-interest bearing portion of the Master Escrow Account, the Premium Payment may not be federally insured even if the Premium Payment does not exceed $250,000. No representation is made with respect to any further changes in law or regulations concerning such accounts. Purchasers should consult with their accountants or financial advisors for further information. (*See the Section of the Plan entitled "Escrow and Trust Fund Requirements" for further details.*)

7. **Withdrawal of Premium Payments by Sponsor**. If Sponsor makes an application to the Department of Law to withdraw the Premium Payments from escrow, and secure such Premium Payments with a Letter of Credit or Surety Bond and such application is approved by the Department of Law, following such withdrawal, no interest will be earned on the Premium Payments. (*See the Section of the Plan entitled "Escrow and Trust Fund Requirements" for further details.*)

8. **First Closing; Delay**. The Sponsor anticipates that the First Closing will occur by March 1, 2016, based upon the current construction schedule, unless delayed by Force Majeure. Purchasers will be offered a right of rescission if: (i) the actual date of closing of title to the first Residential Unit occurs later than February 28, 2017, twelve (12) months after the projected date for the First Closing of March 1, 2016, or (ii) the projected date of closing of title to the first Residential Unit occurs later than February 28, 2017, twelve (12) months after the projected date for the First Closing of March 1, 2016. If the Plan is amended to provide for a later projected date for the First Closing, Purchasers will be entitled to an offer of rescission if the First Closing occurs more than twelve (12) months beyond that amended, later date. Such right of rescission shall be offered in an amendment to all Purchasers, with not less than fifteen (15) days to exercise such right. **TIME SHALL BE OF THE ESSENCE WITH RESPECT TO PURCHASER'S RIGHT TO EXERCISE SUCH RESCISSION RIGHT.** However, even if the First Closing occurs before March 1, 2016 or a later projected date, the closing of subsequent Units could be substantially delayed beyond the date of such First Closing if a TCO has not been issued for such Units or for the floor on which such Units are located. In such case, a Purchaser will not be entitled to a right of rescission or to make claims against the Sponsor for damages or losses as a result of such delays and will not be excused from paying the full Purchase Price for the Unit and the Sponsor may schedule the closings of title to other Units significantly later than the date of the First Closing. The Sponsor is not obligated to schedule Purchaser's closing within any specified time frame or to ensure that closing of title to Purchaser's Unit will occur by any date certain. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT. Purchasers should note that: (i) Units will be completed at different times over a period that may begin prior to and/or extend significantly beyond the date of the First Closing, and (ii) Units on higher floors generally close later than Units on lower floors. The current projected order of completion of the Buildings is as follows: the 145 Building, followed by the 140 Building, the 150 Building, the 160 Building, the 155 Building, the 133 Building, the 135 Building, the 137 Building, the 139 Building, and then the 141 Building; provided that Sponsor may modify the order of completion as Sponsor deems necessary in its sole discretion. Sponsor will have no liability to any Purchaser, nor will a Purchaser be entitled to any credit, offset or reduction in the Purchase Price for the Unit if the First Closing occurs earlier or later than the projected date, or the time to complete or to close title to any Unit is delayed or postponed by Sponsor. The unavailability of Storage Bin Licenses and/or Parking Space Licenses shall not give rise to any rescission rights to any Purchaser, provided that no funds will be released from escrow by Escrow Agent to Sponsor attributable to any Storage Bin License and/or Parking Space License until such storage space or parking license is available and has a temporary certificate of occupancy (if applicable). *(See the Section of the Plan entitled "Procedure to Purchase" at Part I for further details.)*

9. **Construction**. It is anticipated that Purchasers / Unit Owners may retain construction professionals with respect to the performance of interior finishing and decorating to their Units. The By-laws and Rules and Regulations of the Condominium and the Condominium's Construction Agreement contain certain provisions relating to the timing and performance of alterations in the Condominium. Purchasers recognize that both Sponsor and

other Unit Owners may have ongoing construction for a period of time resulting in many contractors being at the Buildings and noise being produced. A form of Construction Agreement which the Condominium Board shall utilize until the FCO is obtained, and thereafter, if determined by the Condominium Board, is set forth in Part II of this Plan and must be executed by each Residential Unit Owner (other than Sponsor) performing construction. Purchasers should be aware that the Construction Agreement provides significant control to Sponsor to approve (or not approve) alterations as well as halt alterations in progress if Sponsor deems it necessary to do so in order to enable Sponsor to obtain the FCO. Please refer to the Construction Agreement set forth as an exhibit in Part II of this Plan for the requirements thereof. The Non-Residential Unit Owners shall not be required to execute a Construction Agreement, but shall be required to comply with applicable provisions of the By-laws relating to construction. *(See the Section of the Plan entitled "Rights and Obligations of Unit Owners and the Condominium Board" in Part I for further details.*

10. **Restriction on Uses Relating to North Shore LIJ**. As long as Lenox Hill Hospital, its parent North Shore – Long Island Jewish Health System or any affiliated entity (collectively, "North Shore-LIJ") is engaged in the development, construction or operation of a medical facility on the west side of Seventh Avenue between West 12th and West 13th Streets, no office, community facility or retail space in the Condominium (including the Community Facility Unit, Retail Units and Storage Unit) may be used for any of the following purposes: (i) an emergency medical care facility, or facility marketed as an urgent care or urgent treatment facility; (ii) any medical practice or facility whose primary business is the provision of medical imaging services, or any medical practice and/or facility utilizing two (2) or more Computed Tomography imaging devices (CT), or two (2) or more Magnetic Resonance Imaging devices (MRI), or a Positron Emission Tomography device (PET); (iii) any ambulatory surgery facility or any medical facility marketed as and whose primary business is pain treatment; or (iv) any medical practice owned by, that holds itself out as being affiliated with, or whose signage identifies the practice as being affiliated with, a hospital, health system or medical school other than North Shore-LIJ or its affiliates. This restriction shall apply to and be contained in any deed, lease or conveyance of the Non-Residential Units (other than the Garage Unit), and shall be binding on such Non-Residential Unit Owners, and their respective successors and assigns, and shall inure solely to the benefit of North Shore-LIJ, and may be enforced by North Shore-LIJ which shall be entitled to seek injunctive relief, damages and/or any other remedy available in law or equity in the case of a breach or threatened breach thereof. (*See the Section of the Plan entitled "Non-Residential Units" for further details.*)

11. **Sponsor's Existing Loan**. Sponsor has obtained acquisition and construction loans from a group of lenders, the lead lender and administrative agent of which is JPMorgan Chase Bank N.A. (collectively, the "Lenders") in the aggregate amount of up to $585,000,000. Such loan is secured by mortgages on the Property. The Lenders have agreed in the absence of an event of default under the loan documents, to subordinate the lien of such mortgages to the Declaration of the Condominium and to release each Unit from the lien of such mortgages provided that net proceeds from the Unit closings are remitted to the Lenders from Sponsor in repayment of the outstanding loan. The loan documents with the Lenders provide for minimum release prices. *(See the Section of the Plan entitled "Rights and Obligations of Sponsor" for further details.)*

12. **Storage Bin Licenses**.

(a) Sponsor is offering Purchasers of Residential Units the opportunity to purchase a license for a Cellar Storage Bin at the Condominium for the exclusive use of

Purchaser, and is providing to Purchasers the opportunity to enter into a Vault Storage Bin License with the Condominium for the monthly license fee set forth on Schedule A. Sponsor reserves the right to either offer a Cellar Storage Bin License for the Purchase Price set forth on Schedule A, or alternatively, to include the Purchase Price of such Storage Bin License in the Purchase Price of any Unit offered hereunder. The method of offering such Storage Bin Licenses shall be determined in Sponsor's discretion. There is no Purchase Price for entering into a license for a Vault Storage Bin, as the only cost attributable to such Vault Storage Bin shall be the monthly license fees and other amounts payable to the Condominium pursuant to a signed Vault Storage Bin License Agreement. Storage Bins are either Cellar Storage Bins or Vault Storage Bins (as more particularly described herein). Any license of a Storage Bin shall be pursuant to the terms of the applicable license agreement (each, a "Cellar Storage Bin License" or a "Vault Storage Bin License"; collectively referred to as a "Storage Bin License"), the forms of which are set forth in Part II of the Plan. The 76 Storage Bins located in the cellars of the 140 Building, 150 Building and 160 Building are referred to as the "Cellar Storage Bins", and the 34 Storage Bins located in the subsurface sidewalk vault owned by the City of New York and located adjacent to the foregoing Buildings are referred to as the "Vault Storage Bins". Purchasers are advised that there are not sufficient Storage Bins available for all Purchasers and no Purchaser is assured of obtaining a Storage Bin License. The Unit Floor Plans set forth in Part II of this Plan show the approximate location of the Storage Bins.

(b) A Storage Bin License shall be assignable by a Purchaser only to another Residential Unit Owner (or a purchaser then becoming a Residential Unit Owner). A Storage Bin License may only be utilized by such Purchaser or successor licensee for so long as the Purchaser or successor licensee is the owner of a Residential Unit. Purchasers should note that while the Purchaser shall be required to pay the balance of the purchase price of the Storage Bin License at the Closing of the Residential Unit, all amounts paid with respect to the Storage Bin License shall remain in escrow with Escrow Agent, to be automatically released from escrow to Sponsor when the Storage Bin at issue is available, and, for Cellar Storage Bins only, when a TCO has been issued for the Storage Area in which the Storage Bin is located (the Vault Storage Bins, located in the subsurface sidewalk vault owned by the City of New York, cannot and will not obtain a TCO). The Cellar Storage Bin License shall provide that the Cellar Storage Bin shall be for the exclusive use of Purchaser for so long as Purchaser owns a Residential Unit in the Condominium. The Vault Storage Bin License shall provide that the Vault Storage Bin shall be for the exclusive use of such Purchaser, pursuant to automatically renewing one (1) year terms, for so long as Purchaser owns a Residential Unit, but shall automatically terminate in the event the City of New York takes any action that results in the prevention or revocation of the right by a Vault Storage Bin licensee to use all or a portion of its Vault Storage Bin, and as provided in the Vault Storage Bin License, neither Sponsor nor the Condominium shall have any liability in such event. All Storage Bin Licenses require Purchasers to pay taxes and other charges that may be imposed by any legal authority with respect to the entry into such Storage Bin License, and thereafter, upon such Storage Bins or usage thereof (or the areas in which the Storage Bins are located) whether billed to the Purchaser or the Condominium by any legal authority, as well as a monthly fee, as set forth more particularly in the applicable Storage Bin License and on Schedule A. The monthly license fee for Storage Bins shall be paid to the Condominium, as set forth more particularly in the applicable Storage Bin License. *(See the Sections of the Plan entitled "Terms of Sale / Closing of Title to Residential Units" and "Rights and Obligations of Unit Owner for further details.)*

(c) While Sponsor presently is offering the Cellar Storage Bin Licenses for sale, and to enter into Vault Storage Bin Licenses as Sponsor determines in its sole discretion, based upon market conditions, until such time as Purchasers have executed Option Agreements

with respect to 75% of all Storage Bins, Sponsor reserves the right to withdraw the offering of the Cellar Storage Bin Licenses and not to enter into any Vault Storage Bin Licenses. The above threshold percentage (i) may be reduced by Sponsor in its sole discretion and without amendment to the Plan and (ii) may be attained subsequent to the Plan being declared effective. If Sponsor elects to withdraw the offering of the Cellar Storage Bin Licenses and/or no longer enter into any Vault Storage Bin Licenses, Sponsor reserves the right to utilize such Storage Areas for any use as determined by Sponsor in its sole discretion, including without limitation, incorporating such Storage Areas (other than vault area) into the Units. The withdrawal of the offering of the Cellar Storage Bin Licenses and/or decision not to enter into Vault Storage Bin Licenses shall be disclosed by Sponsor in an amendment to the Plan and a Purchaser shall only be relieved of its obligation to purchase the Cellar Storage Bin License (or enter into the Vault Storage Bin License) and shall remain obligated to purchase the Residential Unit. If withdrawn, at Closing, Purchaser will receive, at Sponsor's option, either a credit against the Exercise Price of the Unit equal to the amount previously paid by Purchaser to Sponsor on account of the Cellar Storage Bin License, or a return to Purchaser by Sponsor of such previously paid amount with respect to the Cellar Storage Bin License. In the event of a termination of a Storage Bin License, the Condominium shall have the right to enter into a new Storage Bin License for such space and collect the fees thereunder.

(d) The Storage Bins are located at a depth that is below grade levels of the Buildings. Sponsor makes no representations that the Storage Bins will remain dry or will not experience any water infiltration, and neither Sponsor nor any Condominium Board will be responsible for any damage to items placed in the Storage Bins. Unit Owners who place items in the Storage Bins do so at their own risk and Purchasers are advised to consult with their insurance brokers regarding appropriate coverage for such stored items. *(See form of Storage Bin License and Vault Storage Bin License set forth in Part II of the Plan).*

13. **No Financing Contingency**. A Purchaser may obtain financing from any lending institution or other source, but such Purchaser's obligation to purchase a Unit pursuant to an Option Agreement shall not be contingent on such Purchaser obtaining such financing, so that a Purchaser will remain obligated under the Option Agreement whether or not Purchaser has been able to obtain financing. Neither Sponsor nor Selling Agent makes any representations as to the terms or availability of any mortgage financing or other financing. Prospective Purchasers should be aware that even if a loan commitment is obtained, its terms may be limited, and it could expire before the date of Closing. Neither Sponsor nor Selling Agent shall have any liability as a result of any scheduling or adjournment of Closing beyond the expiration of a loan commitment. (*See the Section of the Plan entitled "Procedure to Purchase" for further details.)*

14. **Transfer Taxes Paid by Purchaser**. As is customary in luxury condominium offerings in New York City, at the Closing of their Units (and any Storage Bin License and/or Parking Space License, if applicable, whether assessed prior to or following the Closing), Purchasers will be required to pay all New York City Real Property Transfer Taxes ("RPT Tax"), New York State Real Estate Transfer Taxes ("State Transfer Tax") and New York State Additional Real Estate Transfer Taxes ("Mansion Tax") imposed on their purchase. Purchasers should note that the payment of the RPT Tax and State Transfer Tax are generally an obligation borne by a seller. The New York City Department of Finance has taken the position that where the purchaser of property assumes the obligation for the payment of State Transfer Tax and the RPT Tax, the amount of the tax which would otherwise be payable if the seller were to pay such taxes, will be treated as additional consideration for the transaction subject to tax thus increasing the amount of such transfer taxes payable by the Purchaser. *(See the Section of the Plan entitled "Closing Costs and Adjustments" for further details)*

15. **Limit to Certain Obligations of Sponsor**.

(a) Sponsor has reserved the unconditional right to rent Units rather than sell Units. Because Sponsor is not limiting the conditions under which it will rent rather than sell Units, Sponsor is not committed to sell more Units than the 15% necessary to declare the Plan effective and, therefore, owner-occupants may never gain effective control and management of the Condominium.

(b) Sponsor intends to offer Unsold Residential Units for sale both to Purchasers for personal occupancy as well as to those who are purchasing for investment or resale. Purchasers for investment or resale may, in turn, rent such Units and accordingly, such Units will not be used for the personal occupancy of the owner thereof. As a result, some and possibly many Units may be occupied by renters instead of Unit Owners. Since the Condominium Board does not have the right to approve or disapprove potential purchasers of Units, the Condominium Board is unable to limit the number of purchasers who purchase Units for investment or resale rather than for personal occupancy and there may always be a substantial percentage of Unit Owners who are not occupants. It is possible that those Unit Owners who occupy their Units may have different interests than those Unit Owners who purchased such Units as an investment.

(c) Sponsor has no obligation to make any repairs, improvements or decorations in or to the Property, the Buildings, the Units or the Facilities, except as may otherwise be expressly set forth in the Plan. Sponsor has offered certain limited warranties as to certain items of construction as set forth more specifically in the Section of the Plan entitled "Rights and Obligations of Sponsor". These warranties are described in detail below in the following Special Risk, and provide for differing warranty periods for the Townhouse Units and the other Residential Units.

*(See the Section of the Plan entitled "Rights and Obligations of Sponsor" for further details.)*

16. **Limited Warranties/ Construction Obligations of Sponsor**. Except with respect to the Townhouse Units, as described below, Article 36-B of the New York General Business Law ("Housing Merchant Implied Warranty Law") does NOT apply to this offering as each Building within the Condominium (other than the Townhouse Units) is more than 5 stories in height. Sponsor makes no other warranties, express or implied, in connection with this offering of the Units and all such warranties are excluded, except as provided in the limited warranty (the "Limited Warranty") set forth in Section 13 of the "Rights and Obligations of Sponsor" section of the Plan and the Townhouse Limited Warranty described below. Sponsor is not making any express or implied warranties of fitness for a particular purpose, merchantability or habitability. There is no warranty as to sound transmission. There is no warranty as to odors. 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 such warranties. Sponsor's obligations are limited to the Limited Warranty and Townhouse Limited Warranty and in no event will Sponsor be liable for incidental or consequential damages, including, but not limited to, damages in the nature of temporary alternative housing, lost rent, or damage to personal property or installations by the Unit Owner, nor shall Purchaser have any suit, claim, cause of action or demand (whether based on negligence, breach of contract, warranty, or otherwise). In the event of any conflict between the foregoing disclaimers and Sponsor's obligations to construct the Condominium in accordance with all applicable codes and filed building plans and specifications as well as the provisions of the Plan, Sponsor's obligations to construct the Condominium in accordance with all applicable

codes and filed building plans and specifications as well as the provisions of the Plan will control. Any warranty provided by Sponsor pursuant to Section 13 of the "Rights and Obligations of Sponsor" section of the Plan is a limited warranty and the sole warranty made by Sponsor - there are no warranties which extend beyond the face hereof. **TIME SHALL BE OF THE ESSENCE WITH RESPECT TO ALL OF THE TIME PERIODS SET FORTH IN SECTION 13 OF THE "RIGHTS AND OBLIGATIONS OF SPONSOR" SECTION OF THE PLAN.**

Units (other than Townhouse Units)

(a) Sponsor will correct, repair, or replace any and all defects relating to construction of the Buildings, Common Elements or the Units or in the installation or operation of any appliances, fixtures, or equipment therein, or will cause the same to be corrected, repaired, or replaced, but only if: (1) such defects are due to substantially improper workmanship or construction practices or the use of materials that are substantially and materially at variance with the Plans and Specifications for the same; and (2) Sponsor is notified by the Condominium Board or the affected Unit Owner, as the case may be, of the same in accordance with the following, which notice shall be by certified mail, return receipt requested: (i) with respect to any latent defect (that is, a defect that is not visually or audibly ascertainable) in the construction of a Unit, within one (1) year of the earlier to occur of (x) the Closing of Title to the Unit or (y) the commencement date of any agreement by which a Purchaser is permitted to occupy the Unit prior to Closing; (ii) with respect to any patent defect in the construction of a Unit, within six months of the earlier to occur of (x) the Closing of Title to the Unit or (y) the commencement date of any agreement by which a Purchaser is permitted to occupy the Unit prior to Closing, provided, in each instance such defect is not caused by the Unit Owner or other occupant of the Unit; (iii) with respect to any defects (patent or latent) in the construction of the Common Elements, within one (1) year from the date of substantial completion of the portion of the Common Elements claimed to be defective. The issuance of a certification from Sponsor's registered architect or licensed engineer shall be presumptive evidence that the construction of the Common Elements has been substantially completed. The method of correcting any defect will be selected by Sponsor in its sole discretion. The quality of construction as to any such correction will be comparable to local standards customary in the particular trade or trades involved and will be in accordance with the Plans and Specifications. Sponsor will be conclusively considered to have discharged any obligation that it may have with respect to any defects, whether patent or latent, if: (i) Sponsor is not notified of the existence of such defect, in the manner and within the appropriate time period specified above; (ii) the Condominium Board and/or the Unit Owner fails to allow prompt access to the Unit in question by Sponsor or Sponsor's contractors or other representatives; (iii) Sponsor has corrected, or has caused the correction of, the defect in accordance with the local standards customary in the industry, as determined by Sponsor's general contractor, architect, or engineer, in their sole judgment. Sponsor shall not be required to discharge any obligation to the extent any the defect is exacerbated by delay in reporting the defect, as to any increased repair obligation.

(b) The Limited Warranty is only available to the first purchaser of the Unit and Sponsor shall have no liability to any subsequent owner with respect to any claimed defects relating to the construction of the Units, the Common Elements or the Buildings. Any repair or correction performed by Sponsor shall not serve to reset the time period applicable to the Limited Warranty. An action for damages or other relief based upon an alleged breach of the Limited Warranty may only be commenced if the Sponsor was timely notified, and must be commenced, if at all, prior to the earlier of ninety (90) days after the expiration of the applicable warranty period, or sixty (60) days after the Sponsor has given written notice of rejection of claim or completion of

corrective action, **TIME BEING OF THE ESSENCE**. **FAILURE TO COMMENCE AN ACTION FOR AN ALLEGED BREACH OF THE LIMITED WARRANTY WITHIN THE APPLICABLE TIME PERIOD WILL CONSTITUTE A WAIVER OF ALL CLAIMS WITH RESPECT TO ANY ALLEGED BREACH FOR WHICH THE APPLICABLE TIME PERIOD HAS EXPIRED.** The making of repairs by Sponsor shall not have the effect of extending the time period within which an action must be commenced.

Townhouse Limited Warranty

(c) With respect to the Townhouse Units only, Sponsor shall offer the limited warranty annexed as Schedule E to the Option Agreement (the "Townhouse Limited Warranty") in lieu of the Housing Merchant Implied Warranty set forth in Article 36-B of the General Business Law. All of the other restrictions and limitations described above, including but not limited to section (b) above, shall apply to the Townhouse Units. The following are some of the terms of the Townhouse Limited Warranty: (i) the Sponsor's limit of total liability is ten (10%) percent of the Purchase Price of the Unit; (ii) the warranty applies only to original purchaser(s); (iii) the warranty being provided by the Sponsor is a limited warranty and limits those implied warranties on the sale of a home which would otherwise apply; (iv) The warranty period begins upon the earlier of either (1) the date that a Purchaser takes title to a Unit with the intention that such Purchaser or a member of Purchaser's family will occupy the Unit as a residence or (2) the date that any person occupies the Unit for residential use; (v) For one (1) year from the date of commencement of the warranty period the Unit will be free from latent defects that constitute (1) defective workmanship performed by or on behalf of Sponsor; (2) defective materials provided by or on behalf of Sponsor; (3) defective design, provided by an architect, landscape architect, engineer, surveyor or other design professionals engaged solely by or on behalf of Sponsor; or (4) defective installation of appliances sold as part of the Unit by or on behalf of Sponsor; (vi) For two (2) years from the warranty date, the plumbing, electrical, heating, cooling and ventilation systems within the Unit (as specifically described in the Townhouse Limited Warranty attached to the Option Agreement as Schedule E) which have been installed by or on behalf of Sponsor are warranted to be free from latent defects resulting from defective installation; and (vii) For six (6) years from the warranty date the Unit will be free from latent Major Structural Defects (as specifically described in the Townhouse Limited Warranty attached to the Option Agreement as Schedule E) that constitute (1) defective workmanship performed by or on behalf of Sponsor; (2) defective materials provided by or on behalf of Sponsor; or (3) defective design, provided by an architect, landscape architect, engineer, surveyor, or other design professionals engaged solely by or on behalf of Sponsor. There are various exclusions from the coverages provided above which are set forth in the Townhouse Limited Warranty; and there are strict time periods for bringing a claim under the Townhouse Limited Warranty and **TIME SHALL BE OF THE ESSENCE WITH RESPECT TO SUCH TIME PERIODS**. The foregoing is only a summary of some of the basic terms of the Townhouse Limited Warranty, Purchasers are advised to carefully review the provisions of the warranty set forth as Schedule E to the Option Agreement set forth as Exhibit 3 of Part II of this Plan.

(d) For all Units (including, but not limited to, the Townhouse Units), Section 15 of the Section of the Plan entitled “Rights and Obligations of Sponsor” should be reviewed in detail to understand the items that Sponsor will not be obligated to correct, or with respect to which Sponsor shall not be liable to the Condominium or any Unit Owner. *(See the Section of the Plan entitled “Rights and Obligations of Sponsor” for further details.)*

17. **Sponsor's Veto Rights**. During the first five (5) years following the First Closing, and so long as Sponsor continues to own at least 25% in number of all Residential Units, the Condominium Board may not, without Sponsor's prior written consent: (a) make any addition, alteration or improvement to the Common Elements or to any Unit or to the Triangle Park; (b) assess any Common Charges or Special Assessments for the creation of, addition to, or replacement of, all or part of a working capital, reserve, contingency or surplus fund, including, but not limited to, working capital, reserve, contingency or surplus funds for the Triangle Park; (c) increase or decrease the number, or change the kind of employees from those described in the First Year's Budget; (d) enter into any service or maintenance contract for work or otherwise contract for work or services in excess of those described in the First Year's Budget, except as is required to reflect normal annual increases in operating services incurred in the ordinary course of business; (e) borrow money on behalf of the Condominium; or (f) exercise a right of first refusal to lease or purchase a Unit provided, however, that Sponsor's written consent is not necessary to perform any function or take any action described in clauses (a) through (f) above, if, and only if, the performance of such function or the carrying out of such an action is necessary, and no other alternative is available, to enable the Condominium Board to (i) comply with Law; or (ii) remedy any notice of violation; or (iii) remedy any work order of the Condominium's insurer. *(See the Section of the Plan entitled "Control By Sponsor" for further details.)*

18. **Reserve Fund/Contingency**.

(a) This Plan provides for the establishment of a Reserve Fund as set forth in Schedule B. It is not anticipated that the Condominium will require capital expenditures of a material nature within five (5) years following the First Closing, as it will be either entirely new construction or renovated construction. The Reserve Fund provided for in the First Year's Budget is intended to provide a fund for unanticipated capital expenses, repairs and replacements not included in the First Year's Budget, and the amount of the Reserve Fund was determined by recommendation of Strategic Inspections, LLC, Sponsor's reserve study consultant, in a written reserve study report dated March 7, 2013. A copy of the reserve study is included in the back-up exhibits submitted to the Department of Law with this Plan. No reserve fund for capital expenditures has been established except as expressly specified in the projected Budget, and such fund may not be sufficient to fully meet the cost of any major capital repairs or replacements which may be required. If additional funds are required to meet such costs, it may be necessary to increase Common Charges or institute a Special Assessment. *(See the Section of the Plan entitled "Working Capital Fund and Apportionments" for further details.)*

(b) The contingency provided for in the Schedule B – Projected Budget for First Year of Condominium Operation is intended to provide a fund for unanticipated expenses not included in the budget and for possible increases in operating expenses above the amounts projected if the Working Capital Fund is not sufficient to cover such costs. The contingency is not intended and may not be sufficient to meet the cost of any major operating expenses which may be required. If additional funds are required to meet such expenses, it may be necessary for the Condominium Board to increase Common Charges or impose Special Assessments. *(See the Section of the Plan entitled "Working Capital Fund and Apportionments" for further details.)*

19. **Working Capital Contribution**. A Purchaser of a Residential Unit will be required to make a contribution at the Closing of Title to the Working Capital Fund of the Condominium in an amount equal to 2 months' Common Charges assessed against the Residential Unit. The Working Capital Fund shall be used for the purposes set forth in the section of the Plan entitled "Working Capital Fund and Apportionments", and may be used to reimburse Sponsor for amounts expended by Sponsor in connection with the Condominium as set

forth therein. *(See the Section of the Plan entitled "Working Capital Fund and Apportionments" for further details.)*

20. **Foreign Government Purchasers**. Any Purchaser that is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity) ("Foreign Government Purchaser") shall be required to expressly and voluntarily waive such immunity and consent to any suit, action or proceeding arising out of or relating to the Option Agreement or the Condominium Documents being brought in any State or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with the Option Agreement or the Condominium Documents. Any such Purchaser shall designate and authorize a lawful agent to receive process for and on behalf of Purchaser in any State or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with the Option Agreement or the Condominium Documents. Such Purchaser will be required at Closing to deposit with the Condominium an amount equal to 2 years' Common Charges then in effect for the Residential Unit, which will be in addition to the required contribution to the Working Capital Fund. The foregoing deposit shall in no way affect the obligation of such Purchaser to continue to pay Common Charges, and, to the extent utilized by the Condominium in the event of any default in the payment of Common Charges or any other sums owed by such Purchaser to the Condominium, shall be promptly replenished as set forth in Section 6.4 of the By-laws. *(See the Section of the Plan entitled "Procedure to Purchase" for further details.)*

21. **Resident Manager's Unit**. At the First Closing, Sponsor will sell Residential Unit RM (the "Resident Manager's Unit") to the Condominium, which will own such Unit and will use such Unit for the residence of the Resident Manager. The purchase price for the Resident Manager's Unit, will be $3,107,889 (the purchase price of $3,010,000, plus transfer taxes and mansion tax estimated at $86,584, title insurance costs estimated at $8,305, and legal fees estimated at $3,000) (collectively, the "Resident Manager's Unit Purchase Price"), and will be evidenced by an unsecured, negotiable promissory note with a term of five (5) years in the amount of such purchase price executed by the Condominium Board and delivered to Sponsor at the First Closing. Such promissory note shall bear no interest and be payable by the Condominium to Sponsor upon the maturity date, and may be prepaid by the Condominium in full at any time, or in part from time to time, without penalty. The Condominium shall make partial payments to Sponsor promptly after each Unit Closing as funds are collected from Purchasers. At the Closing of Title to each Residential Unit, the Purchaser of such Residential Unit, as a closing cost, will be required by pay on behalf of the Condominium Board such Purchaser's share of the Resident Manager's Unit Purchase Price, as determined in accordance with the Common Interest of each Residential Unit purchased, in proportion to the Residential Common Interest appertaining to all Residential Units (other than the Resident Manager's Unit), and in an amount more particularly set forth in the Section of the Plan entitled "Schedule A – Purchase Prices and Related Information". There is no guarantee or assurance that the taxing authorities will not require that each Purchaser's allocable portion of the cost of the Resident Manager's Unit be included in the total consideration deemed to have been paid by such Purchaser at Closing, in which case additional transfer taxes may be payable by Purchaser whether due at or after Closing of Title. All Common Charges attributable to the Resident Manager's Unit including utilities, real estate taxes, cost of repairs and alterations and improvements shall be borne by all Unit Owners as a Common Expense. (See the Section of the Plan entitled "Schedule B – Projected Budget for First Year of Condominium Operation." for further details.) Sponsor reserves the right, in its sole discretion, to substitute the designated Resident Manager's Unit for a different Residential Unit (at the same cost and with similar financial implications as set forth herein) to serve as the Resident Manager's Unit without an

amendment to the Plan. (*See the Footnotes to Schedule A and the Section of the Plan entitled "Closing Costs and Adjustments" for further details.)*

22. **No Bond**. No bond or other security has been posted by Sponsor to secure its obligations under the Plan. The ability of Sponsor to perform its obligations under the Plan will partly depend upon its financial condition at the time it is called upon to perform. No representation can be made that Sponsor will be financially able to perform any or all of such obligations. *(See the Section of the Plan entitled "Rights and Obligations of Sponsor" for further details.)*

23. **ACM; Lead Based Paint**. The Buildings constituting the Condominium are largely newly constructed, although certain limited portions of certain previously existing buildings located on the site will remain and be incorporated into the new construction. The newly constructed portions of the Condominium shall not contain any asbestos containing material ("ACM") or lead-based paint. Sponsor has performed such tests as are necessary to determine whether ACM is present in insulating or fireproofing material anywhere in the Buildings and whether there is lead-based paint anywhere in the Buildings. At the time of the First Closing, it is expected that the only remaining lead-based paint or ACM present in the Condominium will be lead-based paint on steel beams and columns in the 150 Building and the 160 Building, and the non-friable asbestos tar on perimeter columns and spandrels of the 140 Building, 160 Building and 145 Building which is behind enclosed terra cotta or façade walls, all as specified more particularly in the Asbestos/Lead-Based Paint Report set forth as an exhibit in Part II of the Plan, and will be fully encapsulated within structural components of such Buildings. Sponsor shall comply with the recommendations, if any, set forth in the report with regard to the presence of ACM and lead-based paint. Unit Owners shall not make any penetrations or modifications to the walls or other components of the Condominium that may expose any lead-based paint or ACM without the prior consent of the Condominium Board. (*See Asbestos/Lead-Based Paint Report and the Section of the Plan entitled "Sponsor's Statement of Building Condition" set forth as an exhibit in Part II of this Offering Plan*.)

24. **Amenity Facilities.**

(a) There will be amenity facilities (the "Amenity Facilities") located on portions of ground and cellar floors of the Condominium, as shown on the Unit Floor Plans set forth as an exhibit in Part II of this Plan, which will be a Residential Common Element. The Amenity Facilities will initially include a screening room, dining room and kitchen, lounge, and children's recreation room. In addition, the Amenity Facilities will contain a fitness center (the "Exercise Facility") containing a certain limited amount of exercise equipment, a swimming pool, women's and men's lockers and a separate ancillary room. The Exercise Facility is currently anticipated to be open from 5:30 a.m. to 9:30 p.m., Monday through Friday, and 7:00 a.m. to 8:00 p.m. on Saturdays and Sundays (except for the pool which may have different hours of operation) or as otherwise determined by the Condominium Board. Sponsor makes no representation that these hours and days will not be modified. The Condominium shall comply with all laws with respect to the operation of the Amenity Facilities. The Declaration also provides that the operation of the Amenity Facilities shall be operated by the Condominium. *(See the Section of the Plan entitled "Description of Property and Improvements" for further details.)*

(b) The Sponsor has reserved the right, without the obligation, to cause the Condominium to enter into an agreement (the "Amenities Operating Agreement") with a third party operator (the "Amenities Operator") to operate the Amenity Facilities, or any portion thereof. Except as otherwise provided herein, the Condominium will be responsible for all costs

incurred in operating and maintaining the Amenity Facilities and shall be responsible for the proper maintenance and staffing as may be required by law for the Amenity Facilities and the equipment and machinery contained therein, the costs for which will be allocated to and paid for by the Residential Unit Owners. The Non-Residential Units shall not be responsible for the cost of the Amenity Facilities because they will have no right to utilize the same. Residential Unit Owners will have the right to use the Amenity Facilities, subject to the Declaration and By-Laws and to any rules and regulations promulgated from time to time by the Condominium Board. The rights to utilize the Exercise Facility shall be further subject to any requirements and restrictions included in any written Exercise Facility membership agreement/release that may be required by any Amenity Operator. Users shall be required to execute and deliver any such membership agreement provided for execution prior to being permitted access to the Exercise Facility. Sponsor has obtained an estimate from The Wright Fit for the purposes of estimating the cost of the Amenities Facilities in the First Year's Budget, but makes no representation that The Wright Fit will be the initial Amenities Operator.

(c) Sponsor is in discussions with potential initial Amenities Operators to operate the Exercise Facility within the Amenity Facilities and provide supervision for the pool but no Amenities Operator has been selected at this date. Sponsor makes no guarantee or representation that any particular operator will continue to operate the Exercise Facility within the Amenity Facilities beyond the terms of any Amenities Operating Agreement, or that any Amenities Operator will perform its obligations under the Amenities Operating Agreement. During the term of the Amenities Operating Agreement, any such operator will likely have the exclusive right to manage the Exercise Facility within the Amenity Facilities and the pool and accordingly, during this period, the Condominium Board will not have the right to create or allow any affiliation with another fitness facility, personal trainer or similar business in the Condominium.

(d) The Common Charges include the budgeted amounts for the maintenance and operation of the Amenity Facilities, even though each Residential Unit Owner may not avail themselves of such services. *(See the Section of the Plan entitled "Rights and Obligations of Sponsor" for further details.)*

25. **Full Availability of Services and Amenity Facilities; Ongoing Construction.** Prospective Purchasers are advised that until such time as Sponsor has conveyed title to 75% of the Residential Units, some of the services and facilities described in the Plan (such as a full staff of Condominium personnel and usage of Amenity Facilities) may not be available. Purchasers should also be aware that the hours and dates for move-ins, move-outs and/or construction work, as well as the use of the passenger and/or service elevators, will be restricted during the period that Sponsor is completing construction of the Condominium. However, at all times after the First Closing, the residential lobbies for occupied Buildings will be attended 24 hours a day, 7 days a week and the interim level of staffing will be adequate to maintain any such occupied Building. Additionally, it is anticipated that for a significant period of time following the First Closing through, including and beyond the closing of title to any particular Purchaser's Unit, work should be expected to be undertaken and performed by or on behalf of Sponsor to complete construction of the Condominium, including without limitation, the Units, the Amenity Facilities, the decoration or finishing of the residential lobbies, corridors, elevator finishes and other portions of the Condominium, including installing light fixtures, painting, hanging wall coverings, laying carpeting and planting of gardens. All of the foregoing work and conditions may create a noisy and otherwise disruptive condition in the Condominium during the period such work is being performed. The Condominium Board may refuse to permit a Unit Owner to perform alterations in a Unit until such time as the Condominium has been completed and a FCO has been obtained. In the event any Residential Unit Owner wishes to undertake construction or

an alteration, such Residential Unit Owner shall be required to execute a Construction Agreement, the form of which is set forth as an exhibit in Part II of the Plan. Certain services, such as telecommunications and other similar services provided by outside suppliers, may not be available until occupancy in the Condominium has reached certain levels. In addition, the presence of hoists or construction elevator shafts or similar temporary construction facilities, may delay the closing of title to certain Units until such hoists, elevators or temporary facilities are no longer needed and are removed and construction is completed. *(See the Section of the Plan entitled "Description of Property and Improvements", subsection "Services and Facilities" for further details.)*

26. **Use of Residential Units and Suite Units**. As more fully set forth in the By-laws, the Residential Units shall be used for residential purposes only (excluding "dormitory", "bed and breakfast" or other transient hotel-type use) and home occupation use ancillary to such residential purposes, and not more than one family may occupy a Residential Unit at one time. Seven (7) of the Residential Units (designated as S1, S2, S3, S4, S5, S6 and Unit 1) are **"**Suite Units" and are located in the 145 Building and the 155 Building. These Suite Units may be used only as residences occupied by domestic employees of Residential Unit Owners, Family Members and non-paying guests of Residential Unit Owners, and for accessory residential use such as library, home office, personal study, or home occupation use, provided such use is in keeping with a first class luxury residential building. In no event shall any such use involve off the street customers or client traffic or any meetings by appointment. Any non-paying guest (other than a domestic employee of a Residential Unit Owner) residing at a Suite Unit may occupy such Suite Unit for not more than 3 months in the aggregate unless the Condominium Board otherwise consents. Sponsor reserves the right to modify the permitted uses of the Suite Units, provided such use is permitted by Law. Except for Sponsor, no Unit Owner may own a Suite Unit independently of a Residential Unit. Notwithstanding the foregoing, the Suite Units may be sold by Sponsor (a) as "raw space" with only the necessary installations and fixtures needed to obtain a temporary certificate of occupancy and (b) initially to both residents and non-residents of the Condominium.

27. **Retail Units**. The Condominium will contain two (2) Retail Units, shown as Retail Unit 1 and Retail Unit 2 on the Unit Floor Plans. The Retail Units are not being offered by Sponsor hereunder. No representation is made with respect to the ownership of all or any portion of the Retail Units, who the future owners, tenants or occupants of any portion of the Retail Units may be at any time, or as to the uses to which the Retail Units may be put at any time except that the Retail Units may be used for any purpose permitted by Law. Notwithstanding the foregoing, the Retail Units may not be used for any of the following uses (any such use, a "Prohibited Use"): (a) a cabaret or nightclub, or establishment of any capacity with dancing, a discotheque or other live entertainment; (b) any use prohibited in, or not permitted by, the Restrictive Declaration, including, but not limited to, Use Group 12A eating or drinking establishments with entertainment and a capacity of more than 200 persons; (c) a massage parlor, adult bookstore or other establishment selling items of a pornographic nature, (d) a dry cleaner, (e) a substance abuse clinic, (f) any use involving sleeping or requiring sleeping quarters or domiciliary care facilities, or (g) any use requiring a flue. No assurance, representation, or warranty is given that any of the owners, tenants, occupants, or users of the Retail Units will not be objectionable to Residential Unit Owners or other parties. The uses of the Retail Units may generate noise, traffic, fumes or other disturbances over which the Residential Unit Owners will have no control. The Retail Units have not been allocated any expense for certain expenses of the Condominium relating to services for which they do not receive any benefit, as described in the First Years' Budget. As set forth in the First Years' Budget, the Retail Unit Owners shall also pay Common Charges and any related special assessments on a reduced basis with respect to

certain expenses of the Condominium relating to services for which the Retail Units receive less than full benefits. The Retail Units may be sold to a Purchaser prior to the issuance of a TCO in accordance with the terms of the purchase agreement negotiated by Sponsor and any purchaser of the applicable Retail Unit. Subject to compliance with applicable provisions of the Condominium Documents, each Retail Unit may be combined or subdivided by the Retail Unit Owner into 2 or more separate condominium units without prior notice and without amendment to the Plan. Any additional condominium units created as a result of a subdivision of a Retail Unit by Sponsor may be offered for sale at any time by a duly filed amendment to the Plan. Additionally, any Retail Unit created as a result of such sub-division will retain the same rights afforded the Retail Unit Owners as set forth herein. Without limiting the applicability of the entire Restrictive Declaration to the Retail Units, the Retail Units shall be subject to the restrictions and requirements relating to signage set forth in the Restrictive Declaration. During construction of Retail Unit 1, electromagnetic field shielding may be accomplished by installation of metal plates within or on top of the ground floor slab at a portion of Retail Unit 1 and a portion of the adjacent general common area to reduce any potential interference from the electrical equipment located below Retail Unit 1 with electronic devices. If so installed, this metal plating will also continue to a height of approximately 8 feet up the walls of a portion of Retail Unit 1. Notwithstanding anything in this Plan, the Declaration or Bylaws to the contrary, any metal plating so installed may not be removed or altered without permission of the Condominium Board. Special Risk No. 10 above contains additional restrictions applicable to the Retail Units. *(See the Section of the Plan entitled "Retail Units" for further details.)*

28. **Community Facility Unit**. The Condominium will contain one (1) Community Facility Unit located on the ground, second, third and fourth floors of the 155 Building as shown on the Unit Floor Plans. The Community Facility Unit is not being offered by Sponsor hereunder. No representation is made with respect to the ownership of all or any portion of the Community Facility Unit, or as to whose the future owner, tenant, occupant or user of any portion of the Community Facility Unit may be at any time or as to the uses to which the Community Facility Unit may be put at any time except that the Community Facility Unit may be used for any purpose permitted by Law. Notwithstanding the foregoing, the Community Facility Unit may not be used for any Prohibited Use. In addition, as specified in the Restrictive Declaration, the only commercial uses permitted above the first story shall be uses listed as Use Group 6B in the Zoning Resolution of the City of New York. The Community Facility Unit has not been allocated any expense for certain expenses of the Condominium relating to services for which it does not receive any benefit, as described in the First Years' Budget. The Community Facility Unit may be sold to a purchaser prior to the issuance of a TCO in accordance with the terms of the purchase agreement negotiated by Sponsor and any purchaser of the Community Facility Unit. As set forth in the First Years' Budget, the Community Facility Unit Owner shall also pay Common Charges and any related special assessments on a reduced basis for certain expenses of the Condominium relating to services for which it receives less than full benefit. No assurance, representation, or warranty is given that any of the owners, tenants, occupants, or users of the Community Facility Unit will not be objectionable to Residential Unit Owners or other parties. The uses of the Community Facility Unit may generate noise, traffic, fumes or other disturbances over which the Residential Unit Owners will have no control. Subject to compliance with applicable provisions of the Condominium Documents, the Community Facility Unit may be subdivided by the Community Facility Unit Owner into 2 or more separate condominium units without prior notice and without amendment to the Plan. Any additional condominium units created as a result of a subdivision of the Community Facility Unit by Sponsor may be offered for sale at any time by a duly filed amendment to the Plan. Additionally, any Community Facility Units created as a result of such sub-division will retain the same rights afforded the Community Facility Unit Owner as set forth herein. Without

limiting the applicability of the entire Restrictive Declaration to the Community Facility Unit, the Community Facility Unit shall be subject to the restrictions and requirements relating to signage set forth in the Restrictive Declaration. Special Risk No. 10 above contains additional restrictions applicable to the Community Facility Unit. (*See the Section of the Plan entitled "Community Facility Unit" for further details.)*

29. **Garage Unit; Parking Spaces**. The Condominium will contain one (1) Garage Unit, as shown on the Unit Floor Plans. The Garage Unit is not being offered at this time. Except as set forth below, no representation is made with respect to the ownership of all or any portion of the Garage Unit, or as to whose the future owner, tenant, occupant or user of any portion of the Garage Unit may be at any time or as to the uses to which the Garage Unit may be put at any time except that the Garage Unit may be used for any purpose permitted by Law. Notwithstanding the foregoing, the Garage Unit may not be used for any Prohibited Use. Subject to compliance with applicable provisions of the Condominium Documents, the Garage Unit may be subdivided by the Garage Unit Owner into multiple condominium units, including, without limitation, parking space units, without prior notice and without amendment to the Plan, but subject to any existing Parking Space Licenses. Any additional condominium units created as a result of a subdivision of the Garage Unit may be offered for sale at any time by a duly filed amendment to the Plan. Additionally, any Garage Units created as a result of such sub-division will retain the same rights afforded the Garage Unit Owner as set forth herein. The Garage Unit is intended to be utilized as a parking garage for storage of vehicles, and will have 89 Parking Spaces available in a combination of ground parking spaces and spaces through parking stackers, which Sponsor is offering hereunder. Four (4) of these 89 Parking Spaces will be electric car charging stations. All vehicles must be of a size small enough to be able to fit within the parking stackers, so certain vehicles (e.g., SUVS, minivans) will not be able to be stored in certain Parking Spaces in the Garage Unit under a Parking License unless the Garage Unit Owner determines there is a parking space available of suitable size. The Garage Unit has limited numbers of parking spaces available for oversize vehicles, electric vehicles and vehicles driven by wheelchair/disabled individuals ("Limited Space Vehicles"), and no licensee of a Parking Space License shall be permitted to replace a vehicle already located in the Garage Unit pursuant to a Parking Space License with a Limited Space Vehicle during the License Term without the Garage Unit Owner's consent. The Garage Unit has not been allocated any expense for certain expenses of the Condominium relating to services for which it does not receive any benefit, as described in the First Years' Budget. The Garage Unit may be sold to a purchaser prior to the issuance of a TCO in accordance with the terms of the purchase agreement negotiated by Sponsor and any purchaser of the Garage Unit. As set forth in the First Years' Budget, the Garage Unit Owner shall also pay Common Charges and any related special assessments on a reduced basis for certain expenses of the Condominium relating to services for which it receives less than full benefit. The Garage Unit shall be managed by the Garage Unit Owner, who may elect to hire an operator to undertake day to day management of the Garage Unit. It is anticipated that the Garage Unit shall initially be open and operating for 24 hours per day, 7 days per week. Sponsor makes no representation as to the continuation of the days and hours of operation or monthly charges of the Garage Unit and Parking Space Licenses, as the demand for such hours, cost of operation and market conditions may change. It is anticipated that the initial Garage Unit Owner shall be the Sponsor, and that Sponsor shall retain Rudin Management Co., Inc. or an affiliate thereof, or an operator of at least similar experience, to operate the Garage Unit. Sponsor, as initial Garage Unit Owner, is offering to license Parking Spaces in the Garage Unit pursuant to Parking Space Licenses, at the sole discretion of the Garage Unit Owner. Purchasers are advised that there are not sufficient Parking Space Licenses available for all Purchasers and no Purchaser is assured of obtaining a Parking Space License. Sponsor reserves the right to offer a Parking Space License for the price set forth on Schedule A, or alternatively to

include the Purchase Price of a Parking Space License in the Purchase Price of any Unit offered hereunder. The method of offering such Parking Space Licenses shall be determined in Sponsor's discretion. Sponsor reserves the right to sell as many Parking Space Licenses as it determines and to withhold one or more for future sale, on such basis as Sponsor deems appropriate. In addition, Sponsor has the right to limit the number of Parking Space Licenses sold to any single Purchaser of a Residential Unit or to make bulk sales, as it deems fit. Parking Space Licenses shall provide, among other things, for the exclusive use of Purchaser for parking of licensee's vehicle for so long as Purchaser owns a Residential Unit in the Condominium, for fees for parking as determined by the Garage Unit Owner and further provide that the Parking Space may be used only for the parking and storage of motor vehicles and/or motorcycles and that no licensee may have access to the Garage Unit, as parking shall be performed only by the Garage Unit Operator. The Parking Space License provides that the licensee must be a Residential Unit Owner in the Condominium and/or occupant(s) of a Residential Unit in the Condominium. The purchase price for each Parking Space License is listed in Schedule A. Licensees under such Parking Space Licenses shall also be required to pay a monthly license fee, electric charges for any charging of an electric vehicle**,** as well as all parking taxes that may be applicable, as described more particularly in the Parking Space License. The Parking Space License may be assigned by licensee for such sums as are agreed to between licensee and such assignee at any time provided (i) the assignee is a Residential Unit Owner (by operation of law or otherwise), (ii) the assignee assumes the obligations under the Parking Space License, (iii) a copy of the assignment and assumption on terms reasonably acceptable to the Garage Unit Owner is delivered in writing to the Garage Unit Owner, and (iv) no outstanding monies are owed to the Garage Unit Owner by the assigning licensee. The Parking Space License shall terminate on the date that is ten (10) days after the licensee no longer owns a Residential Unit unless the Parking Space License is assigned to and assumed by another Residential Unit Owner. Licensee shall have no other right to assign or transfer the Parking Space License, sublet or sublicense the Parking Space License or any part thereof nor allow the Parking Space or any part thereof to be used by any other person, corporation, partnership or other business entity, without the prior written consent of the Garage Unit Owner. In the event of any termination of a Parking Space License, the Garage Unit Owner shall have the right to enter into a new Parking Space License for such space and collect the fees thereunder. Sponsor shall have no obligation to sell more than one (1) Parking Space License to any Purchaser unless Sponsor so elects, in its sole discretion. Notwithstanding Sponsor's intent to enter into Parking Space Licenses as set forth above, Sponsor reserves the right, at Sponsor's sole option, to instead rent out Parking Spaces on an hourly, daily, weekly, monthly or annual basis, and further reserves the right to convey the Garage Unit and any Parking Spaces by way of lease, license, deed, membership interest or any other means of conveyance pursuant to a duly filed amendment to the Plan, and prior to any such conveyance or license, to utilize the Garage Unit and Parking Spaces as Sponsor deems appropriate in Sponsor's sole discretion. Sponsor may be utilizing the Garage Unit as a staging area during completion of construction of portions of the Condominium ("Construction Staging"), and it is anticipated that Parking Spaces may not be available for use by a Purchaser executing a Parking Space License until the final TCO is issued for the Condominium. During such time as Licensee is prohibited from using the Parking Space License by Sponsor due to Construction Staging, Licensee shall not be required to pay any fees due Garage Unit Owner under the Parking Space License. While Sponsor is presently offering Parking Space Licenses for sale, based upon market conditions, until such time as Purchasers have executed Option Agreements with respect to 75% of all Parking Spaces, Sponsor reserves the right to withdraw the offering of Parking Space Licenses. The above threshold percentage (i) may be reduced by Sponsor in its sole discretion and without amendment to the Plan and (ii) may be attained subsequent to the Plan being declared effective. If Sponsor elects to withdraw the offering of the Parking Space Licenses, Sponsor reserves the right to utilize the Garage Unit for any use as determined by

Sponsor in its sole discretion. The withdrawal of the offering of the Parking Space Licenses shall be disclosed by Sponsor in an amendment to the Plan and a Purchaser shall only be relieved of its obligation to purchase the Parking Space and shall remain obligated to purchase the Residential Unit. At Closing, Purchaser will receive, at Sponsor's option, either a credit against the Exercise Price of the Unit equal to the amount previously paid by Purchaser to Sponsor on account of the Parking Space License, or a return to Purchaser by Sponsor of such previously paid amount with respect to the Parking Space License. Without limiting the applicability of the entire Restrictive Declaration to the Garage Unit, the Garage Unit shall be subject to the restrictions and requirements relating to the Garage Unit's entrance/exit set forth in the Restrictive Declaration. *(See the Section of the Plan entitled "Garage Unit and Parking Spaces" for further details.)*

30. **Storage Unit**. The Condominium will contain one (1) Storage Unit, in the cellar of the 155 Building as shown on the Unit Floor Plans. The Storage Unit is not being offered by Sponsor hereunder. The Storage Unit may only be owned by an owner that currently owns (or is then purchasing) another Unit in the Condominium. In no event shall any any flammable or explosive item, or any item which would impose a health or safety threat or cause noxious odors, dirt or other sanitary problems or create a nuisance, be stored in the Storage Unit. No representation is made with respect to the ownership of all or any portion of the Storage Unit, who the future owner, tenant, occupant or user of any portion of the Storage Unit may be at any time, or as to the uses to which the Storage Units may be put at any time except that the Storage Unit may be used for any purpose permitted by Law. Notwithstanding the foregoing, the Storage Unit may not be used for any Prohibited Use. The Storage Unit has not been allocated any expense for certain expenses of the Condominium for which it does not receive any benefit, as described in the First Years' Budget. As set forth in the First Years' Budget, the Storage Unit Owner shall also pay Common Charges and any related special assessments on a reduced basis with respect to certain expenses of the Condominium relating to services for which the Storage Unit receives less than full benefits. The Storage Unit may be sold to a purchaser prior to the issuance of a TCO in accordance with the terms of the purchase agreement negotiated by Sponsor and any purchaser of the Storage Unit. Special Risk No. 10 above contains additional restrictions applicable to the Storage Unit. *(See the Section of the Plan entitled "Storage Units" for further details.)*

31. **Restrictions on Certain Amendments to Condominium Documents**. No amendment of, modification of, addition to or deletion from of the Declaration, By-laws or any Rules and Regulations (other than those required by Law) shall be effective (a) against Sponsor unless Sponsor has given its written consent thereto, (b) to modify the permitted uses of the Non-Residential Units or adversely affect the Non-Residential Unit Owners unless the affected Non-Residential Unit Owner has given its prior written consent thereto. *(See the Section of the Plan entitled "Rights and Obligations of the Condominium Board/Summary of By-laws" for further details.)*

32. **Special Allocations of Certain Common Expenses**. Pursuant to N.Y. Real Prop. Law ("RPL") §339-m, common expenses and profits (except as to insurance) must be charged and distributed in accordance with the allocation of Common Interests, unless otherwise permitted as provided in that statute. The RPL authorizes special allocations if the same are authorized by the By-laws and Declaration, and there are special allocations affecting the Non-Residential Units that are more particularly described in Article 8 of the Declaration, and sections 2.5(c) and 6.1(F) of the Bylaws and the First Year's Budget. In particular the Common Expenses budget line items from which the Non-Residential Units have not been allocated any expense and are described in Schedule B are as follows: (a) cooking and fireplace gas (any usage by a Non-Residential Unit owner will be submetered); (b) water charges and sewer rents (any usage by

a Non-Residential Unit owner will be submetered); (c) heat and hot water for the Residential Units; and (d) Amenity Facilities costs. A Non-Residential Unit Owner shall pay Common Charges at a reduced level are for the following budget line items on Schedule B, by paying its percentage of Common Interest for (i) the time of the Resident Managers, Assistant Superintendent, one handyman, three porters and 6 watch engineer's time that will be devoted to the General Common Elements, which is estimated to be 10% of the time spent by such employees, for a period of 4 hours per week, per man; (ii) the amount of electricity cost attributable to the General Common Elements, which is estimated to be ten percent (10%) of the budgeted cost (provided that the Garage Unit shall be exempt from any electrical cost relating to the cooling tower, for which it derives no benefit); (iii) for the budget line items in "Services and Supplies" relating to respect to sprinkler system/fire protection alarm system, exterminator, water treatment, generator and building maintenance systems, and $10,000 of the estimated $82,656 that is budgeted for "Miscellaneous Supplies" (and shall be exempt from all other expense categories within the budget line item for "Services and Supplies"); and (iv) the portion of the costs for the Resident Manager's Unit attributable to the amount of time spent by the Resident Manager in service of the General Common Elements, which is estimated to be ten percent (10%) of the budgeted amount. The provisions of the Condominium Documents relating to relating to the determination and modification of special allocations may not be amended with the consent of the affected Non-Residential Unit Owners. *(See Schedule B and the Section of the Plan entitled "Non-Residential Units" for further details.)*

33. **Wood Floors; Millwork; Stone.** The Residential Units are being delivered with wood floors, and may be delivered with certain wood millwork. Wood is a natural product and expands and contracts with weather conditions, which causes the appearance of the floors and any wood millwork in the Residential Unit to change. Moreover, in order to maintain the quality of any such wood floor or millwork, the humidity level within the Unit should be maintained according to the manufacturers' recommendations and the wood should not be washed with water. Any stone finishes in the Units shall not be sealed by the Sponsor and must be sealed by the Unit Owner and regularly resealed in accordance with the manufacturer's recommendations. *(See the Section of the Plan entitled "Description of Property and Improvements" for further discussion.)*

34. **Real Estate Taxes.** The estimated real estate taxes payable in respect of each Unit were calculated based on estimates provided by Sponsor's real estate tax attorney with respect to the Units in the aggregate for the projected First Year of Condominium Operation and then allocated among the Units in accordance with their percentage of Common Interest, as set forth in Schedule A. Upon determination of individual tax lots and individual assessments for such Unit, the New York City tax authorities may allocate taxes among the Units on a basis other than that utilized by Sponsor's real estate tax attorney, and, if so, Units may pay different real estate taxes and/or taxes may differ from those set forth on Schedule A. In addition, the New York City tax authorities may assess taxes against the Condominium in a different manner and in a different amount that that assumed by Sponsor's real estate tax attorney, and, if so, Unit Owners may pay significantly different real estate taxes than those set forth on Schedule A. Sponsor can only estimate, based on reasonable, professional third party expert assumption, what the real estate taxes for each Unit will be. Only the New York City tax authorities will make this determination upon the filing of tax lots. *(See "Footnotes to Schedule A" in Part I of the Plan for further discussion).*

35. **Apportionments at First Closing**. At the First Closing, certain apportionments will be made between the Sponsor and the Condominium. If the result of the Closing adjustments is a net credit in favor of the Condominium, Sponsor will contribute the amount of such net credit

to the Working Capital Fund. If the result of the Closing adjustments is a net credit in favor of Sponsor, the then existing amount of the Working Capital Fund is to be used for payment by the Condominium Board of any net closing adjustment expenses owed to Sponsor at the First Closing. If there remains a net credit in favor of Sponsor, the payment of any net credit shall be deferred and paid to Sponsor by the Condominium in one or more installments on or prior to the first anniversary of the First Closing, without interest, pursuant to an unsecured, negotiable, promissory note to be executed by the Condominium and delivered to Sponsor at the First Closing. Such promissory note may be prepaid by the Condominium in full at any time, or in part from time to time, without penalty. Such payments shall be promptly made to Sponsor by the Condominium from the Working Capital Fund as funds are collected from Purchasers. *(See the Section of the Plan entitled "Working Capital Fund and Apportionments" for further details.)*

36. **Architectural Harmony**. In order to preserve the architectural harmony of the Buildings constituting the Condominium, the By-laws provide that all Residential Unit Owners and the Community Facility Unit Owner shall be obligated, regardless of the type of window treatment they use, to provide for a white backing on the window treatment so that when the shades are down or curtains drawn, the effect from the outdoors is a visually harmonious white appearance. *(See Section 5.1(c) of the Bylaws for further details.)*

37. **Effective Date**. Pursuant to Law, Sponsor may declare the Plan effective by entering into Option Agreements for the sale of a minimum of 15% of the Residential Units in the Condominium. Even if the Plan is declared effective with a minimum number of sales, it is possible that Sponsor may be able to create a Condominium with fewer than the minimum number of sales, if Purchasers counted towards effectiveness do not ultimately close title to their Residential Units. Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include requiring that a certain percentage of apartments in a building or group of buildings be sold before the lender will consider making a loan. Thus it may be possible for a purchaser to experience difficulty obtaining a loan in a building or group of buildings where the sponsor or holder of unsold shares has not sold a substantial percentage of the apartments in the building or group of buildings, which in some cases may be as high as 70%. Moreover, some lenders will not provide financing in a building or group of buildings where an investor other than the originals sponsor has an ownership interest of 10% or more. It may also be difficult for a Purchaser to resell a Unit if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership requirements. *(See the Section of the Plan entitled "Effective Date" for further details.)*

38. **Upgrades or Extras**. All funds received by Sponsor for upgrades or extras, if any are offered, will be placed in the Master Escrow Account. However, Purchasers should note that such funds may be released from the Master Escrow Account by Escrow Agent to Sponsor provided that Sponsor uses the funds or is reimbursed from such funds for such upgrades or extras. As a result, in the event a Purchaser is entitled to rescind the Option Agreement in accordance with the Plan, Purchaser will not receive a refund of any funds used for upgrades or extras. If Sponsor abandons the Offering Plan, any funds for Unit upgrades or extras will be returned to the Purchaser who deposited such funds. *(See the Section of the Plan entitled "Terms of Sale / Closing of Title to Residential Units" for further details.)*

39. **Certain Rights and Easements of Sponsor**. Sponsor shall have an easement in, over, under, through and upon the General Common Elements and Residential Common Elements (including, but not limited to, residential lobbies, hallways and corridors), to use the same, without being subject to any fee or charge, for all purposes and activities in connection

with the completion of construction of the Condominium, as well as the sale or renting of Unsold Units, provided the same is in accordance with Law. Sponsor has further reserved the right to (a) enter into any Unit (upon reasonable notice) at any time to access Common Elements for any purposes, including, but not limited to, accommodating work by other Unit Owners or prospective Unit Owners, and (b) enter into any Unit (upon reasonable notice) and/or access any Common Element to perform work both prior to and following a Closing under an Option Agreement to the extent Sponsor determines the same is necessary to respond to any claims regarding construction of any nature, whether under the Option Agreement or otherwise. Subject to the terms of the Condominium Documents and Law, as applicable, Sponsor shall have an exclusive easement for so long as the Condominium shall remain in existence to erect, maintain, repair and replace, from time to time, a plaque and/or sign ("Plaque"), without charge, on any exterior portion of the Condominium setting forth the name and address of Sponsor, or such other information as the Sponsor desires in its sole discretion. Only Sponsor shall have the right to remove the Plaque, unless mandated by Law. Sponsor has reserved the right to install additional fireplace flues and mechanical equipment on the roofs of the Condominium. Subject to the terms of Condominium Documents and Law, as applicable, Sponsor, for so long as Sponsor shall own any Unsold Unit, shall have an easement for ingress and egress through all of the Common Elements in order to make alterations, additions or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon the Unsold Units and the Common Elements. Sponsor shall have an exclusive right and easement for so long as Sponsor owns any Unsold Unit, to (a) erect, use, lease, maintain, repair, replace and operate antennae, satellite dishes and other communications equipment on any part of the roof of the Buildings and/or façade of the Buildings and elsewhere on the Common Elements (excluding Terraces) and (b) to utilize any risers, conduits, piping, cables, ducts and electrical panels and rooms, telephone/cable panels and rooms in connection therewith, provided, that with respect to any antennae, satellite dishes or other communications equipment, Sponsor shall only erect such structures if for the benefit of one or more of the Unit Owners. The exercise of the easement and these rights do not require the consent of the Condominium Board or the Unit Owners and shall be without charge to the Sponsor. Any obligations of the Sponsor under any lease, license or other right of use granted by Sponsor with respect to the roof of the Buildings and/or the façade of the Buildings shall be the obligation of Sponsor and not of the Condominium, and any rights of Sponsor, including, without limitation, the right to receive rent or other consideration for such lease, license or other right of use, shall be the right of Sponsor, and not of the Condominium or any other Unit Owner. Sponsor shall be entitled to utilize such rights and easements for their own account or the account of its Permitted Users. *(See Articles 10 and 11 of the Declaration and the Section of the Plan entitled "Rights and Obligations of Sponsor" for further details.)*

40. **Certain Rights and Easements of Retail Unit Owners**. Each Retail Unit Owner, shall have the right, each Retail Unit Owner and its Permitted Users shall have the right and easement (a) for ingress and egress through the designated routes shown on the Floor Plans for the purpose of accessing such Retail Unit or any portion of the building in which the Retail Unit is located servicing such Retail Unit, subject to reasonable safety restrictions placed on access to common hallways servicing the Residential Units adopted by the Condominium Board, and (b) to use the sidewalks adjacent to such Retail Unit for any purposes permitted by Law. Each Retail Unit Owner shall have the right, subject to the terms of the Declaration, the By-laws, the Rules and Regulations, and Law, as applicable, to erect, maintain, repair and replace, from time to time, one or more signs, of such size and content as the Retail Unit Owner shall determine, in the storefronts and windows of such Retail Unit for the purpose of advertising the sale or lease of all or any portion of such Retail Unit and the operation of any business of a Permitted User of all or any portion of such Retail Unit. Consistent with the grant of such signage rights, and the ongoing right of the Retail Unit Owners to enjoy the benefits thereof,

during any time Retail Unit Owner signage is not visible from the street due to any structure (e.g., a sidewalk bridge, scaffolding or any similar visual barrier), the affected Retail Unit Owner, at its sole cost and expense, and in compliance with Law, shall be permitted to erect temporary replacement signage on such structure. Any such sign shall be in the same approximate location on such structure as such sign then exists on the building. Such sign on the temporary structure shall be similar to the signage that is temporarily not visible, and shall be subject to the prior approval of the Condominium Board, whose approval shall not be unreasonably withheld, conditioned or delayed. The Condominium Board shall take all reasonable actions to ensure that any sidewalk bridge to be installed that may affect the Retail Units shall be a so-called 'double height' sidewalk bridge. In addition, each Retail Unit Owner and its Permitted Users shall have the right, but not the obligation, at such Retail Unit Owner's sole cost and expense (subject to Sponsor's prior written consent in all instances prior to the issuance of a FCO for the Condominium, or so long as Sponsor holds at least one Unsold Unit, and the applicable provisions of the Condominium Documents), to alter, modify, and/or restore the storefronts and windows of such Retail Unit and to create additional means of egress and ingress, provided that such alterations, modifications and/or restorations are in compliance with Law and do not adversely affect the structural integrity or mechanical systems of the Condominium. Each Retail Unit Owner shall each be entitled to utilize such rights and easements for their own account or the account of their respective Permitted Users. *(See the Section of the Plan entitled "Retail Units" for further details.)*

41. **Certain Rights and Easements of Community Facility Unit Owner.** The Community Facility Unit Owner shall have the right, shall have the right and easement for ingress and egress through the designated routes shown on the Floor Plans for the purpose of accessing the Community Facility Unit or any portion of the building in which the Community Facility is located servicing such Community Facility Unit, subject to reasonable safety restrictions placed on access to common hallways servicing the Residential Units adopted by the Condominium Board. The Community Facility Unit Owner (subject to Sponsor's prior written consent in all instances prior to the issuance of a FCO for the Condominium, or so long as Sponsor holds at least one Unsold Unit, and the applicable provisions of the Condominium Documents), shall have the right, at such Community Facility Unit Owner's sole cost and expense, to alter, modify, and/or restore the entrance and windows of such Community Facility Unit as well as the interior of the Community Facility Unit, provided that such alterations, modifications and/or restorations are in compliance with Law and do not adversely affect the structural integrity or mechanical systems of the Condominium. The Community Facility Unit Owner shall be entitled to utilize such rights and easements for its own account or the account of any of its Permitted Users. (S*ee the Section of the Plan entitled "Community Facility Unit" for further details.)*

42. **Certain Rights and Easements of Garage Unit Owner.** The Garage Unit Owner shall have the right, shall have the right and easement for ingress and egress through the designated routes shown on the Floor Plans for the purpose of accessing such Garage Unit or any portion of the building in which the Garage Unit is located servicing such Garage Unit, subject to reasonable safety restrictions placed on access to common hallways servicing the Residential Units adopted by the Condominium Board. The Garage Unit Owner shall have the right, subject to the terms of the Condominium Documents and if required by Law (and prior to the issuance of a FCO for the Condominium, or so long as Sponsor holds at least one Unsold Unit, with the prior consent of Sponsor) as applicable, to erect, maintain, repair and replace, from time to time, one or more signs, of such size and content as the Garage Unit Owner shall determine, in or on the Garage Unit. In addition, each Garage Unit Owner and its Permitted Users shall have the right, but not the obligation, at such Garage Unit Owner's sole cost and expense (and prior to the issuance of a FCO for the Condominium, or so long as Sponsor holds at least one Unsold Unit,

with the prior consent of Sponsor), to alter, modify, and/or restore the windows of such Garage Unit and to create additional means of egress and ingress, provided that such alterations, modifications and/or restorations are in compliance with Law and do not adversely affect the structural integrity or mechanical systems of the Condominium. The Garage Unit Owner shall each be entitled to utilize such rights and easements for their own account or the account of any of its Permitted Users. *(See the Section of the Plan entitled "Garage Unit" for further details.)*

43. **Certain Rights and Easements of Storage Unit Owner.** The Storage Unit Owner (subject to Sponsor's prior written consent in all instances prior to the issuance of a FCO for the Condominium, or so long as Sponsor holds at least one Unsold Unit, and the applicable provisions of the Bylaws) shall have the right, at such Storage Unit Owner's sole cost and expense, to perform alterations to the Storage Unit, provided the same are in compliance with Law and do not adversely affect the structural integrity or mechanical systems of the Condominium. The Storage Unit Owner shall have the right and easement for ingress and egress through the designated routes shown on the Floor Plans for the purpose of accessing such Storage Unit or any portion of the building in which the Storage Unit is located servicing such Storage Unit, subject to reasonable safety restrictions placed on access to common hallways servicing the Residential Units adopted by the Condominium Board. The Storage Unit Owner shall each be entitled to utilize such rights and easements for its own account or the account of any of its Permitted Users. *(See the Section of the Plan entitled "Storage Unit" for further details.)*

44. **Future Construction; No Warranty as to Light, Air or Views**. No representation is made that future construction in the neighborhood surrounding the Property will not result in obstruction of the views from any windows, Terraces, or roofs in the Condominium. There is no warranty as to any light, views or air with respect to any Unit. *(See the Section of the Plan entitled "Location and Area Information" for further details.)*

45. **Option Agreement**. Purchasers should note that the agreement pursuant to which they will purchase the Unit is sometimes referred to as an "Option Agreement." This characterization is consistent with Sponsor's intention to treat the Option Agreement for purposes of applicable provisions of the Internal Revenue Code as similar to an option and to obtain the same tax treatment that the Sponsor would be entitled to under certain proposed Treasury Regulations that were promulgated by the Internal Revenue Service on August 4, 2008. If this characterization is respected, the Sponsor will be able to account for the sale of the Units for federal income tax purposes in the same manner as it would be able to account for such sale if the Unit had constituted a separate dwelling. PURCHASER IS NOT RECEIVING ANY "OPTIONS" AND IF THE PURCHASER DOES NOT CLOSE ON THE AGREEMENT, PURCHASER WILL FORFEIT PURCHASER'S PREMIUM PAYMENT AS LIQUIDATED DAMAGES. If Purchaser does not close due to Sponsor's inability to convey title in the condition required hereunder, Purchaser will not forfeit its Premium Payment. Purchasers should note that Sponsor's characterization of the Option Agreement is not binding on the Internal Revenue Service which may challenge such characterization. However, even if the Internal Revenue Service was to successfully challenge Sponsor's tax characterization of the Agreement and the Premium Payment, as described above, there will be no adverse tax or other consequences to the Purchaser. Sponsor cannot compel specific performance as a remedy against the Purchaser. *(See the Section of the Plan entitled "Terms of Sale / Closing of Title to Residential Units" for further details.)*

46. **140 Building Roof**. The roof of the 140 Building, which is shown on the Floor Plans as a common element, shall not be accessible to any Unit Owner and shall only be accessed by the Condominium staff for maintenance purposes. The Condominium Board shall

be prohibited from modifying these restrictions with respect to the use of, and access to the roof of the 140 Building without the written consent of ninety-five (95%) of all Unit Owners, by number of Units and common interest. *(See the Bylaws for further details.)*

47. **Common Charges during Initial Control Period**. During the Initial Control Period, the Condominium Board shall have the right, in its sole discretion, to waive Unit Owner's obligations to pay Common Charges from and after the First Closing for a period to be determined by the Condominium Board, provided the basic operating costs of the Condominium (exclusive of reserves) are paid by Sponsor. Sponsor further reserves the right to collect the full amount of Common Charges from all Unit Owners (including Sponsor with respect to Unsold Units) and refund or credit a portion of such collected Common Charges to all Unit Owners in the event the actual costs to provide the operation of the Condominium prove to be less than the full amount of Common Charges collected. If the collection of Common Charges will be delayed, Sponsor will disclose such information the post-closing amendment to the Plan. During any such delay period, Sponsor shall provide at least 30 days written notice of the expiration of the delay period and shall disclose such notice in an amendment to the Plan, and shall timely pay all expenses of the Condominium, including, but not limited to insurance premiums and any reserve fund payments, and upon the commencement of the collection of Common Charges, there will not be an assessment for any items set forth in the First Years Budget. Sponsor shall remain obligated to update the budget for the Condominium as required by the governing regulations of the Department of Law. *(See Section 6.2 of the By-laws contained in Part II of the Plan for further details.)*

48. **Sponsor's Right to Change Condominium Documents / Plans and Specifications; Access Rights**. Sponsor reserves the right to make any changes in the proposed Condominium Documents and modifications to the Plans and Specifications as may be necessary in Sponsor's sole discretion to conform to Law or to expedite the sale of the Units, or due to structural, architectural or mechanical considerations provided, however, that any such amendments, additions, or changes shall not materially and adversely affect a Unit Owner or Purchaser, increase any obligation of a Unit Owner or Purchaser to any adverse and material degree, and any substitution of appliances, equipment or materials shall be of substantially equal or better quality. Sponsor further reserves the right to enter into any Units after an Option Agreement has been executed and delivered with a Purchaser to access Common Elements for any purposes, including, but not limited to, accommodating work by other Unit Owners or prospective Unit Owners. There shall be a rebuttable presumption that a change in the square foot area and dimensions of a Unit due to field conditions, construction variances and tolerances, which do not increase or decrease the square foot area of such Unit by more than 5% (excluding interior partitions), shall not be deemed a material and adverse change. (*See the Sections of the Plan entitled "Changes in Prices and Units" and "Rights and Obligations of Sponsor" under subheading "Sponsor Obligations with Respect to the Building" for further details).*

49. **Complexities of Construction**. Construction is a complicated process requiring the coordination of numerous tasks, contractors and suppliers and the balancing of complex mechanical and architectural systems. No assurance can be given with regard to the accuracy of any projected completion dates set forth herein. It is anticipated that during the first 5 years of Condominium operation, construction workers and related personnel will be at the Condominium from time to time, completing construction of the Condominium, making adjustments and corrections and performing various tasks relating to the completion of construction. A Purchaser who closes title to his or her Unit during the completion of construction of Common Elements or other Units acknowledges that construction noise, vibration, fumes, odors, dust, debris and other temporary interruption of services may affect Purchaser's enjoyment of the Unit during such

period. With regard to the foregoing, in executing an Option Agreement, Purchaser acknowledges that Sponsor shall not be liable to Purchaser whatsoever or any third party in the event of non-completion of any item of construction on any projected date, or any interruption of services in the Condominium. During this 5 year period, various building systems, including but not limited to water supply, air conditioning, heating, cooling, ventilating and elevators, may require substantial time after any Closing to complete and may need to be shut down temporarily. Various other adjustments to windows and elevators and other systems may require substantial time to be completed after the First Closing. *(See the Section of the Plan entitled "Rights and Obligations of Sponsor" for further details.)*

50. **Restrictive Declaration; Triangle Park**. (a) On March 26, 2012, as part of the zoning approvals process for the development of the Condominium, Sponsor entered into a Declaration of Large Scale General Development (the "Restrictive Declaration"), a copy of which is set forth as an exhibit in Part II of this Plan. The Restrictive Declaration governs certain aspects of the development of the Condominium, as well as the construction and maintenance of a public access area on the triangle shaped parcel of land owned by Sponsor that is bounded by West 12th Street, Greenwich Avenue, and Seventh Avenue (the "Triangle Park").

The Restrictive Declaration requires that substantial completion of the Triangle Park shall occur by September 2014, and also requires that substantial completion occur before temporary certificates of occupancy are obtained for more than fifty percent (50%) of the dwelling units to be located on the Property, in each case, subject to certain force majeure events. The design plans for the Triangle Park are set forth in the Restrictive Declaration as Exhibit C. As part of the special permit (the "Special Permit") approvals upon which the Restrictive Declaration was based, a design for the Triangle Park was approved and remains the approved design. Notwithstanding the foregoing, at the request of the Community Board and the Local Council Member, the Sponsor agreed to allow a group identified as the AIDs Memorial Park Foundation (AMP) to pursue the redesign of an approximately 1,600 sf portion of the Triangle Park to allow for a memorial element commemorating the HIV/AIDS epidemic (the "Memorial"), provided that certain deadlines regarding design approval and financing commitments were achieved. While the original dates were not achieved, a proposed redesign for the 1,600 sf portion has been proposed and has received the approval of the Community Board, the Landmarks Preservation Commission, the NYC Parks Department, and the NYC Design Commission. An application for a minor modification to the Special Permit approvals has been submitted to the Department of City Planning to allow for the modification of the approved park design to incorporate the Memorial. If approved, the minor modification would also include an amendment to the Restrictive Declaration to (i) allow for the modified design provided that certain deadlines are met regarding funding and design development by AMP of the Memorial, and (ii) extend the deadline for substantial completion of the Triangle Park to August 15, 2015. Sponsor makes no representation as to whether the minor modification will be approved by the City Planning Commission. If the minor modification is not approved, the design of the Triangle Park will remain unchanged and the terms of the Restrictive Declaration, including the existing date for substantial completion of the Triangle Park, will also be unchanged. If the minor modification is approved but AMP's deadlines for financing and design development are not achieved, the design of the Triangle Park will remain unchanged from the current approved design, and the date of substantial completion will be extended until August 15, 2015.

Upon completion of the Triangle Park, it is intended that the Triangle Park will be conveyed to the City of New York. In order to accomplish this intention, certain discretionary land use approvals will be required including (i) an application to amend the City Map of the City of New York to designate the Triangle Park as a City park; and (ii) an amendment to the Zoning

Resolution of the City of New York to allow the Triangle Park to continue to count as "open space" within the meaning of the New York City Zoning Resolution. Sponsor intends to pursue the land use approvals in a joint application with the City, however there is no guarantee that the applications will be filed for or, if filed for, that the applications will be approved. Regardless of whether the applications are or are not filed for or approved, and regardless of whether the Triangle Park is conveyed to the City, the Triangle Park will be required to remain a publicly accessible open space.

Before any such transfer of the Triangle Park to the City of New York may occur, the City of New York must enter into an agreement with Sponsor (the "Triangle Park Operating Agreement") to operate and maintain the Triangle Park (including any Memorial feature) in accordance with the requirements of the Restrictive Declaration. There may also be an agreement between AMP and Sponsor as to the maintenance and operation of the Memorial. The Sponsor shall be entitled to enter into such agreements on behalf of the Condominium Board.

In the unlikely event that the Triangle Park is not transferred to the City of New York, Sponsor shall have the right to enter into an agreement with any entity (including, but not limited to a not-for-profit entity) to convey fee title to the Triangle Park to such entity (a "Future Triangle Park Owner").

Notwithstanding a transfer of the Triangle Park to the City of New York (or one of its agencies, such as the Parks Department), or a Future Triangle Park Owner, the Condominium will continue to be responsible for the maintenance of the Triangle Park (including any Memorial feature) and the cost thereof, either directly or through a third party, or through payment of a maintenance fund to the Parks Department. The Parks Department has advised that it is their intention that the Condominium undertake the maintenance of the Triangle Park directly or through a third party. If specified in the Triangle Park Operating Agreement or other agreement with the City, the Condominium may also retain liability for any damage, accident or injury to persons or property that may occur on or about the Triangle Park. Sponsor is currently in negotiations with the Parks Department and the City regarding the Triangle Park Operating Agreement and has taken the position that the City and not the Condominium should have such liability. Regardless of whether an agreement is reached, the Condominium may be subject to such liability exposure. The Condominium's liability insurance set forth in Schedule A covers the Triangle Park as well as the Condominium's owned land.

Until such time as the Triangle Park Operating Agreement has been finalized and executed and a transfer of the Triangle Park to the City (or Future Triangle Park Owner) has occurred, Sponsor will remain the owner of the Triangle Park, and upon substantial completion of the Triangle Park, the general public will have the right to enter and utilize the Triangle Park pursuant to an easement granted in the Restrictive Declaration. Sponsor will operate and maintain the Triangle Park in accordance with the Restrictive Declaration until the First Closing, at which time the Condominium will become Sponsor's successor as described below. As noted above, the Restrictive Declaration requires that Sponsor will not request TCOs for Residential Units comprising more than 50% of the residential floor area of the Condominium permitted under the Restrictive Declaration until the City Planning Commission of the City of New York ("CPC") has certified to the Department of Buildings that the Triangle Park is substantially complete, but Sponsor makes no representation that the Triangle Park will be substantially completed prior to any particular Closing.

Upon the First Closing, the Condominium will become the successor to Sponsor with respect to the Restrictive Declaration, the Triangle Park Operating Agreement (if agreed to and executed),

and will, subject to the Triangle Park Operating Agreement and/or the Restrictive Declaration, be responsible for operating and maintaining the Triangle Park and other obligations set forth in the Restrictive Declaration. At any time the Triangle Park is owned by Sponsor, if requested by the Condominium, Sponsor will enter into a license with the Condominium granting the Condominium access to the Triangle Park for purposes of the Condominium's compliance with its obligations under the Restrictive Declaration. Notwithstanding the foregoing, until completion of construction of the Condominium and the Triangle Park, Sponsor will comply with, perform and pay for certain obligations under the Restrictive Declaration, as described more particularly below. As more particularly described in the section of the Plan entitled "Triangle Park", Sponsor is providing a limited one (1) year warranty to the Condominium with respect to the construction of the Triangle Park, commencing on the date of the First Closing. Claims can only be made pursuant to such limited warranty if and to the extent claims are made against the Condominium by a third party under the Restrictive Declaration. Such limited warranty shall be made subject to all of the limitations set forth in Section 15 of the section of the Plan entitled "Rights and Obligations of Sponsor".

The Sponsor shall be responsible, and shall remain responsible, for compliance with respect to the obligations described in the following articles and subsections of the Restrictive Declaration, with respect to the initial construction of the Triangle Park and Condominium only: (1) Article 3 (relating to the initial construction of the Triangle Park, and the conveyance of the Triangle Park to the City or its designee or a non for profit entity (or alternatively the issuance of a perpetual easement for the benefit of the general public, as described therein); (2) Article 4 (c), (d), (e), (g), (h) and (i) (relating to environmental compliance and testing during initial construction, as well as reporting and recording of construction activities and appointment of an Independent Monitor, and maintaining a website and phone line with update of progress of construction during initial construction); (3) Article 7 (relating to inclusion of the Restrictive Declaration and certain provisions thereof in the Offering Plan); and (4) Article 8 (relating to recordation of the Restrictive Declaration).

Prior to the First Closing, the Sponsor shall be responsible for compliance with the following specified articles and subsections of the Restrictive Declaration listed below, but from and after the First Closing, the Condominium (and not the Sponsor) shall be responsible for all ongoing compliance with the Restrictive Declaration, including but not limited to, the articles and subsections of the Restrictive Declaration listed below: (1) Article 2(b) (relating to limitations on the number of dwelling units); (2) Article 2(c) (relating to use and square footage limitations); (3) Article 2(d) (relating to floor area restrictions on the Subject Property); (4) Article 2(e) (relating to improvement of Triangle Park and ongoing maintenance as a public access area); (5) Article 2(f) relating to limitations on floor area on the Triangle Park; (6) Article 2(g) relating to signage and window limitations on West 11$^{th}$ and West 12$^{th}$ Streets; (7) Article 2(h) (relating to the Garage Unit (referred to as the "accessory parking facility") and the audio and visual devices for the entrance/exit); (8) Article 3(a)(relating to the ongoing maintenance of the Triangle Park as a Public Access Area in accordance with Schedule D to the Restrictive Declaration); (9) Article 3(f) Compliance with the Operational Rules for the Triangle Park; (10) Article 3(g) in that the Condominium shall continue operating the Open Space Oversight Organization, which shall be formed by Sponsor at Sponsor's cost, as set forth in section 3(g), and shall comply with items (i) through (v) of Section 3(g), (11) Article 3(h) (relating to hours of availability for the Triangle Park); and(12) Article 4 (a), (b) and (f) (relating to environmental compliance and testing for greenhouse gases, air quality and inspections).

*(b)* The Restrictive Declaration requires the formation of an Open Space Oversight Organization (as such term is defined in the Restrictive Declaration) that will oversee the Triangle

Park. Three (3) Members of the Condominium Board (or designees who are Residential Unit Owners) shall serve on the board of the Open Space Oversight Organization. The authority of the Open Space Oversight Organization is described in detail in the Restrictive Declaration. Sponsor will initially form and obtain 501(c)(3) status for the Open Space Oversight Organization.

(c) Pursuant to the Restrictive Declaration, there exist certain restrictions on retail and community facility uses in the Condominium. It will be up to the Condominium Board to enforce such restrictions. Such restrictions are described more particularly above and in Special Risks 27 through 30. Purchasers are urged to review the Restrictive Declaration set forth as an exhibit in Part II of this Plan in its entirety to familiarize themselves with obligations of the Condominium thereunder.

(d) The line item captioned "Triangle Park" in the Schedule B – Projected Budget for First Year of Condominium Operation is an estimate of the funds necessary for the operation and maintenance of the Triangle Park for the First Year of Condominium Operation. These obligations shall continue in perpetuity and the Condominium shall be responsible for certain reporting costs, costs associated with maintaining the status of the Open Space Oversight Organization, as well as the operation, maintenance, repair and replacement costs for the Triangle Park (including any Memorial feature), as specified in the Restrictive Declaration. It is expected that these costs will increase over time, and depending on the outcome of the governance of the Triangle Park, the Condominium or the City and/or the future Triangle Park Owner could control the manner of maintenance of the Triangle Park, and thereby the costs to the Condominium. The By-laws contain a provision whereby the Condominium indemnifies and holds harmless Sponsor with respect to any obligations of the Condominium under the Restrictive Declaration from and after the First Closing. The Condominium Board has the right under the By-laws to assess the Unit Owners to ensure that the Condominium has sufficient funds to meet its obligations under the Restrictive Declaration. If the design of the Triangle Park is revised to include the Memorial, it is anticipated that AMP will be responsible by agreement between Sponsor and AMP for the ongoing maintenance of the Memorial; however, there is no guarantee that an agreement will be reached with AMP. In the event AMP does not comply with its obligations under its agreement with the Sponsor (which the Condominium will assume) the Triangle Park Operating Agreement and/or the Restrictive Declaration will place responsibility on the Condominium for maintaining the Triangle Park, including the Memorial *(See the Sections of the Plan entitled "Triangle Park", "Rights and Obligations of Sponsor", and the Restrictive Declaration set forth as an Exhibit in Part II of the Plan for further details.)*

51. **Equipment Noise and Vibration; Exterior Noise**. Each Building will contain certain major mechanical equipment, which may include, but not be limited to, fans, pumps, generators, domestic water tanks and chillers. While Sponsor is endeavoring to reduce excessive noise and vibration emanating from the aforementioned equipment, it is impossible to eliminate it entirely and therefore, Unit Owners, (particularly those in Units neighboring or adjacent to any such equipment) may be affected. In addition, the Condominium is located in a densely populated area. Exterior noise levels are consistent with that of an urban area and will be audible inside the Units. *(See the Section of the Plan entitled "Rights and Obligations of Sponsor" for further details.)*

52. **Maintenance/Repair Obligations of Unit Owners**. Each Unit Owner shall be responsible for the maintenance and repair of each of the HVAC units located within the Unit, including, without limitation, changing filters, replacing parts and performing annual maintenance. Notwithstanding the foregoing, the fan coils located in such HVAC units are a Residential Common Element, and shall be maintained and repaired by the Condominium Board

and charged to all Residential Unit Owners as a Residential Common Expense. Furthermore, each Unit Owner shall be responsible, at such Unit Owner's sole cost and expense, for the maintenance, repair, replacement and cleaning of all windows, skylights, window panes and window glass appurtenant to such Unit. *(See the Section of the Plan entitled "Rights and Obligations of Unit Owners" for further details.)*

53. **Measurement of Units; Terraces.** Each Unit consists of the area measured horizontally from the exterior side of the exterior walls to the centerline of the partitions separating one Unit from another Unit (or to the stair side of any partition at any stair or the elevator side of any partition at any elevator separating a Unit from such stair or elevator), or to the corridor side of any partition separating a Unit from a corridor) or to the exterior side of any mechanical equipment spaces or any other Common Elements not within a Unit, or to the exterior side of the opposite exterior walls. Columns, mechanical pipes, shafts, shaftways, chases, chaseways and conduits are not deducted from measurement of a Unit. Each Unit consists of the area measured vertically from the top of the floor (located under the finished flooring and sub-flooring materials) to the underside of the ceiling slab or to the fireproofing of the metal decking above at areas of steel structure. As is customary in New York, these square foot areas exceed the usable floor area of each Unit. Floor area may include columns, mechanical pipe shafts, shaftways, chases, chaseways and conduits which may be incorporated behind protruding walls or may be separately enclosed as freestanding columns thereby reducing the available floor area. The clearance between the top of the floor slab on one floor and the top of the floor slab on the next floor will vary among the Units, and certain Units may have less or an area of lesser clearance because of the presence of beams and/or mechanical spaces than other similarly situated Units; similarly, wall configurations may vary between similarly situated Units because of the presence of beams and/or mechanical spaces. Certain rooms within a Unit may have a lesser ceiling clearance or different wall configuration than other rooms within the Unit as a result of construction variances, the presence of beams and/or mechanical spaces within such Units, to accommodate facilities located above the same or otherwise to respond to field conditions. Ceiling heights vary in height between similar Units located on different floors and within a single Unit due to structural, mechanical, and architectural systems. Ceilings heights range from approximately 7'-6" to approximately 12'-6", with a minimum of 8'-0" in habitable spaces, with lower beams and soffits in some areas. Such ceiling and wall variances between Units and rooms within Units to accommodate described facilities are normal and customary in construction of this nature, and shall not be taken into account when calculating square footage, except to the extent of an actual loss of floor area in a Unit. Terraces appurtenant to a Unit are measured from the exterior measurement line of the Unit to which they are appurtenant to the outside faces of the copings of the Terrace wall or partition, and/or the center line of any dividing wall or partition located between Terraces. *(See the Section of the Plan entitled "Description of Property and Improvements" for further details.)*

54. **Interstate Land Sales Full Disclosure Act.** Pursuant to ILSA, Sponsor has submitted a proposed statement of record ("Statement of Record") to the U.S. Consumer Financial Protection Bureau ("CFPB") disclosing the offering of the Residential Units and licenses in the Condominium. Sponsor believes it will be in compliance with its ILSA filing obligations upon CFPB's approval of the Statement of Record. The Department of Law has not verified or approved the content of the Statement of Record. The Statement of Record included a "Property Report", which discloses information regarding the Condominium. Pursuant to ILSA, the form of Option Agreement as set forth as an exhibit in Part II of the Plan includes a provision that if a Purchaser does not receive a Property Report in advance of signing the Option Agreement, the Option Agreement may be cancelled at such Purchaser's option for two (2) years from the date of signing; however, under ILSA, certain circumstances may cause some

transactions to be exempt from such requirement and Sponsor makes no representation with respect to the applicability of the foregoing matters to any individual Unit or Option Agreement. Furthermore, pursuant to ILSA, a Purchaser has the option to cancel its Option Agreement by notice to Sponsor until midnight of the seventh ($7^{th}$) day following the signing of the Option Agreement. *(See the Section of the Plan entitled "General" for further details.)*

55. **Principals of Sponsor Have Executed The Certification of Sponsor and Principals for Compliance with the Martin Act and Governing Regulations**. Consistent with a recent First Department decision, the principals of Sponsor expressly disclaim the existence of any private right of action for contract claims by individual unit owners (or a board on their behalf) in connection with or arising solely from their execution of the Certification of Sponsor and Principals, absent liability under another statute or under an alter-ego or other veil-piercing theory. See Board of Managers of 184 Thompson Street Condominium v. 184 Thompson Street Owner LLC. et al, 2013 N.Y. Slip Op 03574 ($1^{st}$ Dept. May 16, 2013) *(See the Section of the Plan entitled "Procedure to Purchase" and the Option Agreement set forth as an exhibit in Part II for further details.)*

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

57. **No Advertising.** Prior to the Closing of Title to a Residential Unit, a Purchaser shall not list such Residential Unit for resale or rental with any broker or place or authorize a listing in any broker's listing system or other listing service or advertise or otherwise offer, promote or publicize the availability of the Residential Unit for sale or rental, without Sponsor's prior written consent, which may be withheld or delayed by Sponsor in Sponsor's sole and absolute discretion. Any listing of the Residential Unit or other form of advertising, promotion or publicizing of the Residential Unit by Purchaser prior to the Closing of Title shall be a default by Purchaser, entitling Sponsor to the default remedies set forth in the Section of the Plan entitled "Procedure to Purchase". After the Closing of Title to a Unit, for so long as Sponsor owns any Unsold Units, but not to exceed two (2) years from the date of the First Closing, Purchaser shall not advertise, promote or publicize the availability of the Unit for sale or lease at prices lower than those being advertised or promoted by Sponsor for similar Unsold Units. This restriction on advertising may affect the ability of Purchaser to sell its Unit within such two (2) year period and Purchaser should carefully consider such restriction before entering into an Option Agreement. (*See the Section entitled "Rights and Obligations of Unit Owners and the Condominium Board" and "Assignment of Option Agreements", at Part I for further details.)*

58. **LEED Environmental Guidelines: the Leadership in Energy and Environmental Design™ (LEED™) Green Building Rating System**. Application is being made by the Sponsor for LEED certification of the Condominium from the US Green Building Council (USGBC). LEED is a green building rating system which evaluates environmental performance from a whole-building perspective, providing a definitive standard for what constitutes a "green building." The intent of LEED is to assist in the creation of high performance, healthful, durable and environmentally sound buildings. LEED is a performance-oriented system where points are earned for satisfying performance criteria. Different levels of green building certification are awarded based on the total points earned. Sponsor is attempting to obtain LEED certification. No representation is made that Sponsor shall obtain the LEED certification or if obtained, at what level, or that the Condominium will be able to maintain such certification if given. *(See the Section of the Plan entitled "Description of Property and Improvements" for further details.)*

59. **Window Stops; Window Guards**. Residential Units with window stops installed in accordance with NYS and/or NYC law may not be removed unless permitted by applicable Law and approved by the Condominium Board. Each Residential Unit Owner without window stops shall notify the Managing Agent in writing when a child or children under the age of eleven (11) years lives or resides in the Unit, and shall, at such Unit Owner's expense, install the required window guards in the Unit that as required by Law, including, but not limited to, Health Code Section 131.15, and shall not remove the same until permitted by Law. (*See the Section of the Plan entitled "Introduction" at Part I and "Description of Property and Improvements" set forth as an exhibit at Part II of the Plan for further details*.)

60. **Greenwich Village Historic District; Signage Restrictions**. The Condominium is located in a landmark preservation district, and is subject to the Landmark Preservation Law (hereafter, "Landmark Law"). Pursuant to the Landmark Law, if the Condominium Board or any Unit Owner desires to make any alteration, addition, improvement or repair in/or to a Building or a Unit (other than certain ordinary repairs and maintenance as defined in Section 302 of the Landmark Law) that affects an architectural feature of a building, then, in addition to obtaining any necessary approval or consent under the Condominium Documents, such party must first obtain the approval of a Certificate of Appropriateness or a Certificate of No Effect (as applicable) from the Landmarks Preservation Commission of the City of New York. In addition, and notwithstanding anything in the Condominium Documents to the contrary, no neon signage shall be permitted on any portion of the Condominium located on 11th or 12th Streets, and no retail signage shall be permitted on the any portion of the West 12th Street façade. *(See the Section entitled "Introduction" set forth in Part I and the "Bylaws" set forth as an exhibit in Part II of the Plan for further details.)*

61. **Supermajority Voting Control for Certain Common Area Renovations**. Although decisions relating to the Residential Units shall be governed by the Condominium Board, the Residential Unit Owners in each respective Building in the Condominium shall have a limited right, at such Building's Residential Unit Owners' sole expense, to modify their existing lobby and hallway areas in their Building as set out more particularly in the Bylaws. This limited right to renovate individual Building common areas by Residential Unit Owners that reside in such Building shall be only exercisable from time to time upon the written election of 80% (by Common Interest) of the Residential Unit Owners of the Building at issue, and only after the fifth (5th) anniversary of the First Closing. *(See the Section entitled "Summary of By-laws", set forth in Part I for further details).*

62. **Pets**. No pets other than dogs, caged birds, cats, small reptiles, and fish (which do not cause a nuisance, health hazard or unsanitary condition) shall be permitted, kept or harbored in a Residential Unit without the same in each instance having been expressly permitted in writing by the Sponsor or the Condominium Board. Such consent, if given, shall be revocable by the Sponsor or the Condominium Board at any time, with or without cause. In no event shall there be maintained in a Residential Unit more than 2 pets without the consent of the Condominium Board, nor shall any animal be permitted in any public elevator, other than the elevators designed by the Condominium Board or Managing Agent for that purpose, or in the public portions of the Condominium, unless carried or on a leash. Unless otherwise decided by the Condominium Board, no pets shall be permitted in the central Courtyard/Garden. No pigeons or other birds or animals shall be fed from the window sills, or other public portions of the Buildings, or on the sidewalk or street adjacent to the Buildings. Each Residential Unit Owner who keeps any type of pet in such Unit Owner's Residential Unit may be required to enter into an agreement with the Condominium Board regarding pets as the Condominium Board may deem suitable, indemnifying and holding harmless the Condominium, all Unit Owners and Managing Agent from all claims and expenses resulting from acts of such pet. No pets shall be permitted, kept or harbored in any Non-Residential Unit. *(See the "By-Laws" set forth in Part II for further details).*

63. **130 West 12th Street Condominium Participation in Portion of Amenity Facilities**. Sponsor agreed to make a one time offer to the neighboring condominium building, 130 West 12th Street, New York, New York ("130 Condominium") of the right for all of its unit owners to share in the use of the Exercise Facility (the "Shared Amenities"). If when offered the board of managers of the 130 Condominium elects on behalf of all unit owners ("130 Unit Owners"), to share such Amenities by execution and delivery of a Shared Amenities Agreement (as described below), the Unit Owners will share the Shared Amenities with the 130 Unit Owners. The group of persons comprising the 130 Unit Owners who have access to the Shared Amenities shall not be broader than the users permitted with respect to Unit Owners at the Condominium, and may be less broad. If offered and accepted, such shared use would be formalized by the execution of a written agreement between Sponsor, on behalf of the Condominium, and the condominium board of the 130 Condominium (the "Shared Amenities Agreement") on behalf of all of the 130 Unit Owners.

The Shared Amenities Agreement shall have a term as determined by Sponsor, but in no event less than five (5) years, and shall require the 130 Condominium to pay a share of the annual costs of the Shared Amenities, as the same may increase or decrease during the term of the Agreement (the "Annual Shared Amenities Charge"). The Annual Shared Amenities Charge will include the actual costs of the third party operator as well as various other items that are components of Common Charges and future assessments that relate to the area of the Shared Amenities. The initial Annual Shared Amenities Charge shall be the Sponsor's calculation of the 130 Condominium's share of the total costs to the Condominium of the expenses that are applicable to the Shared Amenities. Subject to usage by the 130 Condominium as set forth in the Shared Amenities Agreement, the method of operating and costs of operating the Shared Amenities in future shall be in the sole discretion of the Condominium Board.

If the 130 Condominium executes the Shared Amenities Agreement and pays the Annual Shared Amenities Charge required thereunder, the Common Charges set forth in Schedule A for the First Year of Condominium Operation and for subsequent years will be reduced by the amount so paid. It is currently contemplated that such reduction will be less than 1.75% of the total amount of the budget set forth in Schedule A. In the event that 130 Condominium does not execute the Shared Amenities Agreement, or if the Shared Amenities Agreement is executed but the Annual Shared

Amenities Charge is not timely paid by 130 Condominium, or if the Shared Amenities Agreement is terminated by reason of a default thereunder, the Common Charges of Residential Unit Owners hereunder will not be so reduced, or may be increased to make up the difference. It is currently unknown as to whether 130 Condominium will share the Shared Amenities and in either event such sharing or lack of sharing and the resulting contribution or lack of contribution to the Common Charges paid by the 130 Condominium will not be deemed to have a material adverse effect on Purchasers or Unit Owners.

Procedures providing for reasonable access to the Shared Amenities by the 130 Unit Owners while maintaining safety for the Condominium will be established by Sponsor in the Shared Amenities Agreement and may be reasonably modified from time to time by the Condominium Board. Except for the Residential Unit Owners (and their tenants and guests subject to certain restrictions) and the 130 Unit Owners, no other individuals may use the Amenity Facilities. *(See the Section of the Plan entitled "Description of Property and Improvements" at Part I of the Plan for further details.)*

64. **Restrictions on Barbeque/Grilling**. Purchasers are advised that no Unit Owners, except for the Townhouse Unit Owners and the Residential Unit Owner of the Units specified below, shall be permitted to grill or barbeque on their respective Terraces: Unit PH7A and PH8 at 140 West 12th Street; Unit PH1 at 150 West 12th Street, Unit PH at 145 West 11th Street; Unit PHA; PH7 EAST, PH7 WEST, PH SOUTH, PH NORTH (only in location adjacent to the kitchen) at 155 West 11th Street. Any such grilling or barbequing must be in compliance with Law. *(See the "Rights and Obligations of Unit Owners" set forth at Part I and the "By-laws" set forth in Part II for further details).*

65. **Initial Manager**. Prior to the First Closing, the Condominium Board will enter into a management agreement with Rudin Management Co., Inc., or an affiliate ("RMC"), located at 345 Park Avenue, New York, New York 10154, for an initial term of six (6) years. RMC shall have the right to cancel same at any time without cause upon at least 30 days prior written notice. The Condominium Board shall have the rights to cancel such management agreement for certain defaults by RMC thereunder after notice and opportunity to cure. Thereafter, the management agreement will be automatically renewed on a yearly basis until canceled by either party on thirty (30) days prior written notice. RMC is an entity related to Sponsor. *(See the Section of the Plan entitled "Management Agreement", set forth in Part I for further details).*

66. **Restrictions for Terraces; Smoking**. Residential Unit Owners of Residential Units with a Terrace are required to ensure that no unusual, disturbing, or objectionable noises, sounds (including, but not limited to, music) or odors are produced from or emanate from its Terrace that may disturb or annoy other occupants of the Condominium, and that no actions taken on its Terrace shall adversely affect or interfere with the use or enjoyment of any part of the Condominium by any other Unit Owner or occupant, including but not limited to, placing an unreasonable burden upon any of the Common Elements. Amplified loud speakers and TV monitors shall not be mounted on or fixed to any Limited Residential Common Element demising partition. If any such item is mounted on non-demising partitions, such mounting shall include appropriate resilient fasteners to control sound transmission to adjoining Units. Such Residential Unit Owners shall ensure that any invitees or visitors present on such Residential Unit Owner's Terrace shall act in such manner so as not to create any nuisance, or interfere with, annoy or disturb any Unit Owner or any occupant of the Condominium or the immediate area. Terraces shall also be subject to such other reasonable restrictions as may be imposed by the Condominium Board from time to time, and to ensure that the Residential Common Elements remain available for the use and enjoyment by all Residential Unit Owners. Terraces located on

the ground floor shall be serviced by a general irrigation system that services all ground floor landscaped areas of the Condominium, and Unit Owners shall be prohibited from interfering with such general irrigation system. Additionally, the type, size, weight and quantity of plantings and other installations to be placed on Terraces shall be subject to the prior written approval of the Condominium Board and shall be in compliance with Law. The owners of any Unit with a Terrace shall be responsible to (i) maintain any planters and plantings located on such Terraces, in good repair and condition, and (ii) replace such plantings when necessary with plantings of substantially similar height and width and in accordance with "Planting Specifications" to be adopted by the Condominium Board. It should also be noted that certain Terraces may have "tie back" areas for securing future scaffolding that shall be subject to such restrictions as the Condominium Board deems reasonable and necessary in order to insure that such areas remain unblocked. A Unit Owner with a tie back area on its Terrace shall be required, at their sole cost and expense, to remove and items that may be blocking such tie back areas if the tie back areas are to be utilized. The above described restrictions on Terraces are in addition to the detailed regulations and restrictions set forth in the Bylaws (which may be modified by the Condominium Board from time to time), relating to noise, odors and behavior, and which regulations in the By-laws that include, among other things, the obligation of such Unit Owners to maintain all plantings, furnishings and structures on their respective Terraces. Purchasers are further advised that the consent of the Condominium Board shall be required for any modifications of the Terraces and the plantings, furnishings, and structures therein contained. Smoking is not prohibited on Terraces, but is prohibited in all other common areas. (*See the Section entitled "Rights and Obligations of Unit Owners", set forth in Part I for further details).*

67. **Violations**. As listed in the Description of Property and Improvements set forth in Part II of this Plan, a number of violations appear of record with regard to the Property. Most of the conditions underlying the violations arose under the prior owner of the Property and have been cured. None of the violations of record evidence a continuing hazardous condition. The conditions that gave rise to the violations of record either (i) have been cured by Sponsor, but the violations have not yet been removed of record or (ii) will be cured by Sponsor or the Condominium as soon as practicable after the First Closing, so that the violation may be removed of record. (*See the Section entitled "Introduction" at Part I of the Plan and "Description of Property and Improvements set forth in Part II for further details).*

68. **Elevator Costs for Certain Benefited Units**. Each of the Townhouse Units, the Community Facility Unit and PHA are serviced by one or more elevators and/or dumbwaiters that are exclusive to such Unit, which elevators and dumbwaiters shall be maintained by the Unit Owners of these Units pursuant to separate maintenance contracts with an elevator maintenance company designated by the Condominium Board, at such Unit Owners' sole cost and expense. The estimated initial monthly price of an elevator maintenance and repair contract for the below specified elevators (inclusive of tax) servicing the Units described below is as follows: (a) $446.25 for 133 West 11th Street for elevator PE-22 and one Dumbwaiter; (b) $696.25 for 135 West 11th Street for elevator PE-21 and one Dumbwaiter; (c) $600 for 137 West 11th Street for elevator PE-20; (d) $696.25 for 139 West 11th Street for elevator PE-19 and one Dumbwaiter, (e) $600 for 141 West 11th Street for elevator PE-18; (f) $350 for PHA for elevator PE-23; (g) $1,200 for the Community Facility Unit elevators PE-14 & PE-15; and (h) $96.25 for Unit D-152 for-one Dumbwaiter. Sponsor makes no representation that the estimated prices set forth above will remain at such estimated amount for any length of time following the Closing of Title to such Unit, and Purchasers are advised that such prices are estimates provided by Sponsor's budget expert, and actual elevator maintenance contracts cost may vary from the numbers set forth above. (*See the Section entitled "Introduction" at Part I of the Plan and "Description of Property and Improvements set forth in Part II for further details).*

69. **Designation of Floors**. The DOB has designated the floors in the Condominium, beginning with the ground level floor, as floor 1, with each floor above numbered sequentially. For purposes of this Plan, the Option Agreement and any related documents, Sponsor has used the same designation, except that for selling purposes, no 13th floor designation will be used, that the floors designated by the DOB as floor 13 and above are designated herein as floor 14 and above. All references to Units being located on specific floors in the Plan will be to the selling floors. (*See the Section entitled "Introduction" at Part I of the Plan and "Description of Property and Improvements set forth in Part II for further details).*

70. **Resale Fee**. Each Residential Unit Owner who acquired a Residential Unit from Sponsor ("Sponsor Sale") and subsequently enters into an agreement, written or oral ("Resale Agreement") to resell the Residential Unit prior to the first anniversary of the closing of the Sponsor Sale ("Resale") shall be obligated to pay Sponsor a portion of the proceeds of the Resale ("Resale Fee"). A Residential Unit Owner will be required to send Sponsor a copy of the Resale Agreement within 10 days of agreeing to the Resale. The Resale Fee paid to Sponsor shall be equal to 50% of the difference between: (A) the sales price of the Residential Unit per the Resale Agreement less the following expenses actually paid for by Residential Unit Owner (to the extent applicable): (1) brokerage commissions not exceeding 6% in the aggregate; (2) transfer taxes imposed by Law and (3) actual legal fees not exceeding $5,000; and (B) the Purchase Price paid to Sponsor in connection with the Sponsor Sale. (See the Section of the Plan entitled "Rights and Obligations of Unit Owners" and the By-laws for further details.)

# INTRODUCTION

## Nature of the Transaction

West Village Residences LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Sponsor") presents this Offering Plan, as the same may be amended from time to time, for the establishment of condominium ownership pursuant to the Condominium Act of the Land together with the structures erected thereon.

The Condominium will be known as "The Greenwich Lane" (the "Condominium") and will consist of ten (10) buildings, located at the following addresses: 133 West 11th Street (the "133 Building"), 135 West 11th Street (the "135 Building"), 137 West 11th Street (the "137 Building"), 139 West 11th Street (the "139 Building"), 141 West 11th Street (the "141 Building"), 145 West 11th Street (the "145 Building"), 155 West 11th Street (the "155 Building"), 140 West 12th Street (the "140 Building"), 150 West 12th Street (the "150 Building") and 160 West 12th Street (the "160 Building"), New York, New York 10011. The aforementioned ten (10) buildings are referred to individually as a "Building" and collectively as the "Buildings". Sponsor acquired fee title to the Property by deed dated September 30, 2011 from St. Vincents Catholic Medical Centers of New York d/b/a Saint Vincent Catholic Medical Centers, successor by merger to St. Vincent's Hospital and Medical Center of New York.

There will be two hundred (200) Residential Units (one of which is the Resident Manager's Unit), two (2) Retail Units, one (1) Community Facility Unit, one (1) Garage Unit and one (1) Storage Unit. The Residential Units, the Retail Units, the Garage Unit, the Storage Unit and the Community Facility Unit are sometimes referred to collectively as the "Units". There will be Storage Bins located in the cellar of the 140 Building, 150 Building, 160 Building, and 145 Building as well as a subsurface vault, and parking spaces licensed in the Garage Unit located in the 140 Building.

## The Condominium Offering Plan

The purpose of the Plan is to set forth in detail all material facts relating to the offering by Sponsor. The Plan contains all of the detailed terms of the transaction.

Sponsor may from time to time amend the Plan by filing an amendment with the Department of Law and serving such amendment on Purchasers and Unit Owners.

The Plan is presented in two parts which together constitute the entire Plan. Part I sets forth a general description of the Plan and Part II contains the basic documents necessary to create the Condominium and to otherwise effectuate the provisions of the Plan. Also included in Part II is a detailed description of the Property, legal opinions as to certain tax matters discussed in the Plan, certifications of Sponsor and certain experts. Copies of the Plan, including all documents referred to herein and all Exhibits submitted to the Department of Law in connection with the filing of the Plan will be available for inspection by prospective Purchasers and their attorneys without charge, and for copying at a reasonable charge at the Sales Center, and available for inspection and copying at the office of the Department of Law. 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. A prospective Purchaser may obtain the Plan upon payment of a $300 deposit, which amount will be fully refunded upon either (i) the prompt return of the Plan in good condition or (ii) the execution by the prospective Purchaser of an Option Agreement subsequently accepted by Sponsor.

All capitalized terms used in the Plan shall have the meanings ascribed thereto in the Section entitled "Definitions" that follows this section of the Plan, unless otherwise defined.

**The Property**

The Buildings will consist of a combination of renovated structures and new construction as detailed more particularly in the "Description of the Property and Improvements" set forth in Part II of the Plan.

The Sponsor anticipates that the First Closing will occur by March 1, 2016, based upon the current construction schedule, unless delayed by Force Majeure. Purchasers will be offered a right of rescission if: (i) the actual date of closing of title to the first Residential Unit occurs later than February 28, 2017, twelve (12) months after the projected date for the First Closing of March 1, 2016, or (ii) the projected date of closing of title to the first Residential Unit occurs later than February 28, 2017, twelve (12) months after the projected date for the First Closing of March 1, 2016. If the Plan is amended to provide for a later projected date for the First Closing, Purchasers will be entitled to an offer of rescission if the First Closing occurs more than twelve (12) months beyond that amended, later date. Such right of rescission shall be offered in an amendment to all Purchasers, with not less than fifteen (15) days to exercise such right. **TIME SHALL BE OF THE ESSENCE WITH RESPECT TO PURCHASER'S RIGHT TO EXERCISE SUCH RESCISSION RIGHT.**

However, even if the First Closing occurs before March 1, 2016 or a later projected date, the closing of subsequent Units could be substantially delayed beyond the date of such First Closing if a temporary certificate of occupancy has not been issued for such Units or for the floor on which such Units are located. In such case, a Purchaser will not be entitled to a right of rescission or to make claims against the Sponsor for damages or losses as a result of such delays and will not be excused from paying the full Purchase Price for the Unit and the Sponsor may schedule the closings of title to other Units significantly later than the date of the First Closing. The Sponsor is not obligated to schedule Purchaser's closing within any specified time frame or to ensure that closing of title to Purchaser's Unit will occur by any date certain. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT. Purchasers should note that: (i) Units will be completed at different times over a period that may begin prior to and/or extend significantly beyond the date of the First Closing, and (ii) Units on higher floors generally close later than Units on lower floors. The current projected order of completion of the Buildings is as follows: the 145 Building, followed by the 140 Building, the 150 Building, the 160 Building, the 155 Building, the 133 Building, the 135 Building, the 137 Building, the 139 Building, and then the 141 Building; provided that Sponsor may modify the order of completion as Sponsor deems necessary in its sole discretion. Sponsor will have no liability to any Purchaser, nor will a Purchaser be entitled to any credit, offset or reduction in the Purchase Price for the Unit if the First Closing occurs earlier or later than the projected date, or the time to complete or to close title to any Unit is delayed or postponed by Sponsor. The unavailability of Storage Bin Licenses and/or Parking Space Licenses shall not give rise to any rescission rights to any Purchaser.

In the event the actual or anticipated commencement date of the first year of condominium operation is to be delayed by 6 months or more, Sponsor will amend the Plan to include a revised budget with updated projections, and if Unit Owner's monthly Common Charges in the amended budget exceed those in the latest projected budget set forth in the Plan by 25% or more, Sponsor will offer all Purchasers the right to rescind their Option Agreements within 15 days of the Presentation Date of the amendment containing such revised budget.

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

**Offering of Residential Units for Sale**

Sponsor hereby offers the Residential Units for sale under the Plan. The prices for each of the offered Units are listed in the Section of the Plan entitled "Schedule A – Purchase Prices and Related Information" ("Schedule A"). Furthermore Sponsor reserves the right to individually negotiate fixtures, prices, appliances and conditions of all Residential Units. THESE PRICES HAVE BEEN SET BY SPONSOR AND ARE NOT SUBJECT TO APPROVAL BY THE DEPARTMENT OF LAW OR ANY OTHER GOVERNMENTAL AGENCY.

Sponsor intends in good faith, to sell rather than rent Units. However under this Plan, Sponsor has reserved the unconditional right to rent Units rather than sell Units. Because Sponsor is not limiting the conditions under which it will rent rather than sell Units, Sponsor is not committed to sell more Units than the 15% necessary to declare the Plan effective and, therefore, owner-occupants may never gain effective control and management of the Condominium.

Sponsor intends to offer Unsold Residential Units for sale both to Purchasers for personal occupancy as well as to those who are purchasing for investment or resale. Purchasers for investment or resale may, in turn, rent such Units and accordingly, such Units will not be used for the personal occupancy of the owner thereof. As a result, some and possibly many Units may be occupied by renters instead of Unit Owners. Since the Condominium Board does not have the right to approve or disapprove potential purchasers of Units, the Condominium Board is unable to limit the number of purchasers who purchase Units for investment or resale rather than for personal occupancy and there may always be a substantial percentage of Unit Owners who are not occupants. It is possible that those Unit Owners who occupy their Units may have different interests than those Unit Owners who purchased such Units as an investment.

Sponsor reserves the right to offer the Units in such order of priority as it may determine, and to withhold one or more Units for future sale or lease. In addition, Sponsor has the right to limit the number of Units sold to any Purchaser and to make Bulk Sales of Units. The Purchaser of such Units shall be bound by Sponsor's representations set forth herein with regard to its commitment to sell Units. The term "Bulk Sales", as used herein, shall mean the transfer of 10 or more Residential Units or 20% of the total number of Residential Units in the Condominium, whichever is less.

**Non-Residential Units not offered for Sale**

Sponsor is not offering the Non-Residential Units for sale pursuant to the Plan, but reserves the right to amend the Plan to offer one or more of the Non-Residential Units. If so amended, the following shall apply, unless modified in the amendment filed offering such Non-Residential Units: The prices for these Units shall be listed in Schedule A. All terms of sale with respect to the Non-Residential Units shall be freely negotiable without resort to the form of Option Agreement set forth in Part II of the Plan, including, but not limited to, the amount of the Premium Payment, payment of use and occupancy fees from the date of Closing until the Condominium Board's imposition of Common Charges, terms of sale and insurance coverage requirements. Furthermore Sponsor reserves the right to individually negotiate fixtures, appliances and conditions of the Non-Residential Units. THE PRICES OF THE NON-RESIDENTIAL UNITS, WHEN ESTABLISHED, WILL HAVE BEEN SET BY SPONSOR AND ARE NOT SUBJECT TO APPROVAL BY THE DEPARTMENT OF LAW OR ANY OTHER GOVERNMENTAL AGENCY.

An amendment to the plan offering one or more of the Non-Residential Units shall reserve the right to Sponsor to deliver any one or more of the Non-Residential Units as "raw space", subject only to Sponsor's obligation to install such plumbing, electrical and mechanical hook-ups for the future installation by the applicable Unit Owner or to install such other fixtures as Sponsor and the Purchaser of such Unit shall agree upon, if any. In such event, such Purchaser shall be obligated to close title to such Unit prior to the issuance of a TCO for such Unit, which will be the obligation of such Unit Owner to obtain.

In the event the Plan is amended to offer a Non-Residential Unit, and the Closing of Title to a Non-Residential Unit occurs in advance of the First Closing of a Residential Unit, the first year of Condominium operation will not commence until the First Closing of a Residential Unit.

**Offering of Parking Spaces in Garage Unit for Sale**

The Garage Unit not being offered at this time. In the event the Sponsor elects to offer to Garage Unit in the future the Plan will be amended to so disclose such offer. Sponsor hereby offers all 89 Parking Spaces in the Garage Unit for sale pursuant to a licensing arrangement (the "Parking Space License"). A Parking Space License may only be purchased by a Purchaser or owner of a Residential Unit. The Parking Space License grants to the licensee exclusive use of an undesignated Parking Space in the Garage Unit for so long as the licensee remains the owner of a Residential Unit, and permits the licensee to store such licensee's vehicle in the Garage Unit, subject to payment of a monthly fee to the Garage Unit Owner, and compliance with the terms of the Parking Space License. Except for Sponsor, no Parking Space License may be held independently of a Residential Unit. The purchase price for each Parking Space License is listed in Schedule A. Licensees under such Parking Space Licenses shall also be required to pay a monthly license fee, electric charges for any charging of an electric vehicle, as well as all parking taxes that may be applicable, as described more particularly in the Parking Space License. The Parking Space License may be assigned by licensee for such sums as are agreed to between licensee and such assignee at any time provided (i) the assignee is a Residential Unit Owner (by operation of law or otherwise), (ii) the assignee assumes the obligations under the Parking Space License, (iii) a copy of the assignment and assumption on terms reasonably acceptable to the Garage Unit Owner is delivered in writing to the Garage Unit Owner, and (iv) no outstanding monies are owed to the Garage Unit Owner by the assigning licensee. The Parking Space License shall terminate on the date that is ten (10) days after the licensee no longer owns a Residential Unit unless the Parking Space License is assigned to and assumed by another Residential Unit Owner. Licensee shall have no other right to assign or transfer the Parking Space License, sublet or sublicense the Parking Space License or any part thereof nor allow the Parking Space or any part thereof to be used by any other person, corporation, partnership or other business entity, without the prior written consent of the Garage Unit Owner. The form of Parking Space License is set forth as an exhibit in Part II of the Plan. THESE PRICES HAVE BEEN SET BY SPONSOR AND ARE NOT SUBJECT TO APPROVAL BY THE DEPARTMENT OF LAW OR ANY OTHER GOVERNMENTAL AGENCY.

Purchasers should note that the Purchaser shall be required to pay into escrow with Escrow Agent the entire purchase price of the Parking Space License at the Closing of its Residential Unit with such amount to be automatically released to Sponsor from escrow only upon the availability of such space and the issuance of a TCO for the Garage Unit. Purchasers are further advised that a Parking Space may not be available at any time during Construction Staging.

Sponsor reserves the right to sell as many Parking Space Licenses as it determines and to withhold one or more for future sale, on such basis as Sponsor deems appropriate. In addition, Sponsor has the right to limit the number of Parking Space Licenses sold to any single Purchaser of a Residential Unit or to make bulk sales, as it deems fit. Sponsor has also retained the right to subdivide the Garage Unit into multiple condominium units (including parking units).

**Offering of Storage Bins for Sale**

Sponsor is offering Purchasers of Residential Units the opportunity to purchase a license for a Cellar Storage Bin at the Condominium for the exclusive use of Purchaser, and is providing to Purchasers the opportunity to enter into a Vault Storage Bin License with the Condominium for the monthly license fee set forth on Schedule A. The form of each of the license agreements are set forth as exhibits in Part II of the Plan. A Storage Bin License may only be purchased by a Purchaser (or subsequent owner) of a Residential Unit. The purchase price and monthly license fee for each Cellar Storage Bin License and the monthly license fee for each Vault Storage Bin License (there is no purchase price for the Vault Storage Bin Licenses) is listed in Schedule A. THESE PRICES HAVE BEEN SET BY SPONSOR AND ARE NOT SUBJECT TO APPROVAL BY THE DEPARTMENT OF LAW OR ANY OTHER GOVERNMENTAL AGENCY.

Sponsor reserves the right to either offer a Cellar Storage Bin License for the Purchase Price set forth on Schedule A, or alternatively, to include the Purchase Price of such Storage Bin License in the Purchase Price of any Unit offered hereunder. Storage Bins are either Cellar Storage Bins or Vault Storage Bins (as more particularly described herein). Any license of a Storage Bin shall be pursuant to the terms of the applicable license agreement (each, a "Cellar Storage Bin License" or a "Vault Storage Bin License"; collectively referred to as a "Storage Bin License"), the forms of which are set forth in Part II of the Plan. The 76 Storage Bins located in the cellars of the 140 Building, 150 Building and 160 Building are referred to as the "Cellar Storage Bins", and the 34 Storage Bins located in the subsurface sidewalk vault owned by the City of New York and located adjacent to the foregoing Buildings are referred to as the "Vault Storage Bins". Purchasers are advised that there are not sufficient Storage Bins available for all Purchasers and no Purchaser is assured of obtaining a Storage Bin License. The Unit Floor Plans set forth in Part II of this Plan show the approximate location of the Storage Bins.

A Storage Bin License shall be assignable by a Purchaser only to another Residential Unit Owner (or a purchaser then becoming a Residential Unit Owner). A Storage Bin License may only be utilized by such Purchaser or successor licensee for so long as the Purchaser or successor licensee is the owner of a Residential Unit. Purchasers should note that while the Purchaser shall be required to pay the balance of the purchase price of the Storage Bin License at the Closing of the Residential Unit, all amounts paid with respect to the Storage Bin License shall remain in escrow with Escrow Agent, to be automatically released from escrow to Sponsor when the Storage Bin at issue is available, and, for Cellar Storage Bins only, when a TCO has been issued for the Storage Area in which the Storage Bin is located (the Vault Storage Bins, located in the subsurface sidewalk vault owned by the City of New York, cannot and will not obtain a TCO). The Cellar Storage Bin License shall provide that the Cellar Storage Bin shall be for the exclusive use of Purchaser for so long as Purchaser owns a Residential Unit in the Condominium. The Vault Storage Bin License shall provide that the Vault Storage Bin shall be for the exclusive use of such Purchaser, pursuant to automatically renewing one (1) year terms, for so long as Purchaser owns a Residential Unit, but shall automatically terminate in the event the City of New York takes any action that results in the prevention or revocation of the right by a Vault Storage Bin licensee to use all or a portion of its Vault Storage Bin, and as provided in the Vault Storage Bin License, neither Sponsor nor the Condominium shall have any liability in such event. All Storage Bin Licenses require Purchasers to pay taxes and other charges that may be imposed by any legal authority with respect to the entry into such Storage Bin License, and thereafter, upon such Storage Bins or usage thereof (or the areas in which the Storage Bins are located) whether billed to the Purchaser or the Condominium by any legal authority, as well as a monthly fee, as set forth more particularly in the applicable Storage Bin License and on Schedule A. The monthly license fee for Storage Bins shall be paid to the Condominium, as set forth more particularly in the applicable Storage Bin License. *(See the Sections of the Plan entitled "Terms of*

*Sale / Closing of Title to Residential Units" and "Rights and Obligations of Unit Owner" for further details.)*

While Sponsor presently is offering the Cellar Storage Bin Licenses for sale, and to enter into Vault Storage Bin Licenses as Sponsor determines in its sole discretion, based upon market conditions, until such time as Purchasers have executed Option Agreements with respect to 75% of all Storage Bins, Sponsor reserves the right to withdraw the offering of the Cellar Storage Bin Licenses and not to enter into any Vault Storage Bin Licenses. The above threshold percentage (i) may be reduced by Sponsor in its sole discretion and without amendment to the Plan and (ii) may be attained subsequent to the Plan being declared effective. If Sponsor elects to withdraw the offering of the Cellar Storage Bin Licenses and/or no longer enter into any Vault Storage Bin Licenses, Sponsor reserves the right to utilize such Storage Areas for any use as determined by Sponsor in its sole discretion, including without limitation, incorporating such Storage Areas (other than vault area) into the Units. The withdrawal of the offering of the Cellar Storage Bin Licenses and/or decision not to enter into Vault Storage Bin Licenses shall be disclosed by Sponsor in an amendment to the Plan and a Purchaser shall only be relieved of its obligation to purchase the Cellar Storage Bin License (or enter into the Vault Storage Bin License) and shall remain obligated to purchase the Residential Unit. If withdrawn, at Closing, Purchaser will receive, at Sponsor's option, either a credit against the Exercise Price of the Unit equal to the amount previously paid by Purchaser to Sponsor on account of the Cellar Storage Bin License, or a return to Purchaser by Sponsor of such previously paid amount with respect to the Cellar Storage Bin License. In the event of a termination of a Storage Bin License, the Condominium shall have the right to enter into a new Storage Bin License for such space and collect the fees thereunder.

The Storage Bins are located at a depth that is below grade levels of the Buildings. Sponsor makes no representations that the Storage Bins will remain dry or will not experience any water infiltration, and neither Sponsor nor any Condominium Board will be responsible for any damage to items placed in the Storage Bins. Unit Owners who place items in the Storage Bins do so at their own risk and Purchasers are advised to consult with their insurance brokers regarding appropriate coverage for such stored items. *(See form of Storage Bin License and Vault Storage Bin License set forth in Part II of the Plan).*.

**Features of Condominium Ownership**

The ownership of a Unit is similar in many respects to the ownership of a private home in the case of a Residential Unit, and a building in the case of the Non-Residential Units. Each Unit Owner owns fee title to the Unit and is entitled to the exclusive possession and use thereof, in accordance with the terms of the Condominium Documents and any other requirements implemented by the Condominium Board. Each Unit Owner also owns, in common with the owners of all other Units, an undivided interest in (and right to use) the Common Elements. The Common Elements are comprised of: (i) portions of the Property serving and benefiting all Units, generally, including, for example, the Land upon which the Buildings stands and foundations and supports of the Buildings, these Common Elements being more specifically designated as "General Common Elements," (ii) portions of the Buildings serving and benefiting the Residential Units, exclusively, including for example, and without limitation, the residential lobbies, residential corridors, the Amenity Facilities and residential elevators servicing the Residential Units (other than those that are part of a Unit), these Common Elements being more specifically designated as "Residential Common Elements;" and (iii) portions of the Building serving and benefiting certain Residential Units exclusively, including for example, and without limitation, Terraces, these Common Elements being specifically designated as "Limited Residential Common Elements."

As more fully set forth in the By-laws, the Residential Units shall be used for residential purposes only (excluding "dormitory", "bed and breakfast" or other transient hotel-type use) and home occupation

use ancillary to such residential purposes, and not more than one family may occupy a Residential Unit at one time. A Residential Unit owned or leased by an individual, corporation, partnership, fiduciary or any other entity (including, but not limited to, embassies and consulates of foreign governments) may only be occupied by such individual, an officer, director, stockholder or employee of such corporation, a partner or employee of such partnership, the fiduciary or beneficiary of such fiduciary, a principal or employee or such other entity, respectively, or by members of the immediate family or guests of any of the foregoing. A Residential Unit may be used for any other purpose, provided such use is permitted by, and complies with Law, does not violate the then existing certificate of occupancy covering the Building, and the Condominium Board, in its sole discretion, grants permission for such use.

Seven (7) of the Residential Units (designated as S1, S2, S3, S4, S5, S6 and Unit 1) are **"**Suite Units" and are located in the 145 Building and the 155 Building. These Suite Units may be used only as residences occupied by domestic employees of Residential Unit Owners, Family Members and non-paying guests of Residential Unit Owners, and for accessory residential use such as library, home office, personal study, or home occupation use, provided such use is in keeping with a first class luxury residential building. In no event shall any such use involve off the street customers or client traffic or any meetings by appointment. Any non-paying guest residing at a Suite Unit (other than a domestic employee of a Residential Unit Owner) may occupy such Suite Unit for not more than 3 months in the aggregate unless the Condominium Board otherwise consents. Sponsor reserves the right to modify the permitted uses of the Suite Units, provided such use is permitted by Law. Except for Sponsor, no Unit Owner may own a Suite Unit independently of a Residential Unit. Notwithstanding the foregoing, the Suite Units may be sold by Sponsor (a) as "raw space" with only the necessary installations and fixtures needed to obtain a temporary certificate of occupancy and (b) initially to both residents and non-residents of the Condominium.

With certain exceptions, any sale or lease of a Residential Unit will be subject to a right by the Condominium Board to acquire or lease such Residential Unit or to produce a designee to acquire or lease such Residential Unit on the same terms as were offered to the owner of such Residential Unit on behalf of the Residential Unit Owners. Sponsor and the Non-Residential Unit Owners may sell or lease their respective Units, or portions thereof, without any restriction or limitation. Since the Condominium Board does not have the right to approve or disapprove potential purchasers of Residential Units, the Condominium Board is unable to limit the number of purchasers who purchase Residential Units for investment or resale rather than for personal occupancy and there may always be a substantial percentage of Residential Unit Owners who are not occupants. It is possible that those Residential Unit Owners who occupy their Residential Units may have different interests than those Residential Unit Owners who purchased such Residential Units as an investment. *(See the Section of the Plan entitled "Rights and Obligations of Unit Owners" subsection "Sales and Leases of Units" for further details.)*

Subject to certain conditions contained in the By-laws, each Unit Owner may mortgage the Unit with such lender and in such amount as the Unit Owner chooses. However, Sponsor makes no representations about the financeability of any Unit. There are no limitations or restrictions upon the rights of Sponsor to mortgage Unsold Units or the rights of the Non-Residential Unit Owners to mortgage their respective Units. Each Unit is separate and will not be subject to the lien of any mortgage placed by other Unit Owners on their respective Units.

Operation of the Condominium will be vested in a Condominium Board, the members of which will be elected by the Residential Unit Owners, subject to the rights of Sponsor and the Non-Residential Unit Owners (other than the Garage Unit Owner and the Storage Unit Owner) to elect or designate Members of the Condominium Board, as set forth in the Section of the Plan entitled "Rights and Obligations of the Condominium Board/Summary of By-laws." When voting for Residential Members of

the Condominium Board, each Residential Unit Owner shall be entitled to cast one vote for each .0001% of Common Interest attributable to the Residential Unit, per Residential Member to be elected.

A Unit Owner may decorate and construct the interior of the Unit in any way the Unit Owner desires, subject to compliance with the Condominium Documents and Law, and will be solely responsible for the cost of maintenance and interior repairs to the Unit after Closing. Each Residential Unit Owner has exclusive use, subject to any and all Rules and Regulations implemented by the Condominium Board, of any Limited Residential Common Element appurtenant to the Residential Unit, as shown on the Floor Plans, and is responsible for all normal maintenance, repairs and replacement thereto. However, the costs and expenses of any structural or extraordinary repairs or replacements to any Limited Residential Common Element (including any leaks which are not caused by the negligence of the Residential Unit Owner having access to same) shall be charged to all Residential Unit Owners as a Residential Common Expense. *(See the Section of the Plan entitled "Rights and Obligations of Unit Owners")*.

The Residential Units are being delivered with wood floors, and may be delivered with certain wood millwork. Wood is a natural product and expands and contracts with weather conditions, which causes the appearance of the floors and any wood millwork in the Residential Unit to change. Moreover, in order to maintain the quality of any such wood floor or millwork, the humidity level within the Unit should be maintained according to the manufacturers' recommendations and the wood should not be washed with water. Any stone finishes in the Units shall not be sealed by the Sponsor and must be sealed by the Unit Owner and regularly resealed in accordance with the manufacturer's recommendations.

Residential Units with window stops installed in accordance with NYS and/or NYC law may not be removed unless permitted by applicable Law and approved by the Condominium Board. Each Residential Unit Owner without window stops shall notify the Managing Agent in writing when a child or children under the age of eleven (11) years lives or resides in the Unit, and shall, at such Unit Owner's expense, install the required window guards in the Unit that as required by Law, including, but not limited to, Health Code Section 131.15, and shall not remove the same until permitted by Law.

Each of the Townhouse Units, the Community Facility Unit and PHA are serviced by on or more elevators and/or dumbwaiters that are exclusive to such Unit, which elevators and dumbwaiters shall be maintained by the Unit Owners of these Units pursuant to separate maintenance contracts with an elevator maintenance company designated by the Condominium Board, at such Unit Owners' sole cost and expense. The estimated initial monthly price of an elevator maintenance and repair contract for the below specified elevators (inclusive of tax) servicing the Units described below is as follows: (a) $446.25 for 133 West 11th Street for elevators PRE-22 and one Dumbwaiter; (b) $696.25 for 135 West 11th Street for elevator PE-21 and one Dumbwaiter; (c) $600 for 137 West 11th Street for elevator PE-20; (d) $696.25 for 139 West 11th Street for elevator PE-19 and one Dumbwaiter, (e) $600 for 141 West 11th Street for elevator PE-18; (f) $350 for PHA for elevator PE-23; (g) $1,200 for the Community Facility Unit elevators PE-14 & PE-15; and (h) $96.25 for Unit D-152 for-one Dumbwaiter. Sponsor makes no representation that the estimated prices set forth above will remain at such estimated amount for any length of time following the Closing of Title to such Unit, and Purchasers are advised that such prices are estimates provided by Sponsor's budget expert, and actual elevator maintenance contracts cost may vary from the numbers set forth above.

The DOB has designated the floors in the Condominium, beginning with the ground level floor, as floor 1, with each floor above numbered sequentially. For purposes of this Plan, the Option Agreement and any related documents, Sponsor has used the same designation, except that for selling purposes, no 13th floor designation will be used, that the floors designated by the DOB as floor 13 and above are designated herein as floor 14 and above. All references to Units being located on specific floors in the Plan will be to the selling floors.

The Condominium is located in a landmark preservation district, and is subject to the Landmark Preservation Law (hereafter, "Landmark Law"). Pursuant to the Landmark Law, if the Condominium Board or any Unit Owner desires to make any alteration, addition, improvement or repair in/or to a Building or a Unit (other than certain ordinary repairs and maintenance as defined in Section 302 of the Landmark Law) that affects an architectural feature of a building, then, in addition to obtaining any necessary approval or consent under the Condominium Documents, such party must first obtain the approval of a Certificate of Appropriateness or a Certificate of No Effect (as applicable) from the Landmarks Preservation Commission of the City of New York.

Each Unit will be taxed as a separate tax lot for real estate tax purposes, and a Unit Owner will not be responsible for the payment of, nor will the Unit be subjected to any lien arising from the non-payment of real estate taxes assessed against other Units. In the opinion of special tax counsel to Sponsor, which opinion is set forth in full in Part II of the Plan, a Residential Unit Owner who itemizes deductions may be eligible, under current Law, to deduct from income for income tax purposes, real estate taxes and interest paid on the Unit Owner's mortgage, subject to certain exceptions and limitations discussed in the "Attorney's Income Tax Opinion" set forth in Part II of the Plan. (See the Section of the Plan entitled "Income Tax Deductions to Unit Owners and Tax Status of the Condominium" set forth in Part II of the Plan for further details.)

As listed in the Description of Property and Improvements set forth in Part II of this Plan, a number of violations appear of record with regard to the Property. Most of the conditions underlying the violations arose under the prior owner of the Property and have been cured. None of the violations of record evidence a continuing hazardous condition. The conditions that gave rise to the violations of record either (i) have been cured by Sponsor, but the violations have not yet been removed of record or (ii) will be cured by Sponsor or the Condominium as soon as practicable after the First Closing, so that the violation may be removed of record.

The statute concerning condominiums in effect in the State of New York pursuant to which the Condominium will be organized by Sponsor 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 the Floor Plans with the Declaration in the Register's Office. From and after the date of recording the Declaration, Sponsor will be the owner of the Units until each is conveyed. The Condominium will comply with all Laws applicable to condominiums in the State of New York.

The cost of operating the Condominium will be borne entirely by the Unit Owners in accordance with allocations set forth in the "Schedule B - Projected Budget for First Year of Condominium Operation." As more particularly set forth in the By-laws, the Condominium Board will determine the amount of Common Expenses. On a monthly basis or at such other times as the Condominium Board determines, the Condominium Board will assess Unit Owners for Common Charges to meet Common Expenses. Common Expenses shall be either General Common Expenses attributable to all Unit Owners or Residential Common Expenses attributable to Residential Unit Owners only. Common Charges will be assessed against Unit Owners in accordance with the Schedule B allocations, which include certain special allocations based upon actual use, as described below. Residential Common Charges will be assessed against Residential Unit Owners in the same proportion their respective Residential Units bear to the aggregate Common Interests of all Residential Units. The estimated Common Charges for each Unit for the first year of Condominium operation are set forth in Schedule A.

The undivided percentage interest of each Unit in the Common Elements 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. These allocations are made pursuant to the Condominium Act, Section 339-i(1)(iv). Purchasers are obligated to pay monthly Common Charges pursuant to the Condominium Act (RPL Sections 339 (i) and (m)).

The Residential Common Interest of each Residential Unit in the Residential Common Elements is apportioned in the same proportion that the Residential Unit bears to the aggregate Common Interests of all of the Residential Units in the Condominium.

Certain budgeted items (See the "Notes to Schedule B" for further details) are allocated between the Residential Units and the Non-Residential Units on a special basis which reflects actual benefit and/or use associated with that particular item of expenses or exclusive control of particular Common Elements. The Condominium Board may not modify these allocations without the unanimous consent of the Non-Residential Unit Owner affected by any such change in allocation.

The allocated Common Charges payable by the Non-Residential Unit Owners are sufficient to cover the expenses fairly attributable to the Non-Residential Units. Unit Owners will have no interest in any rents, net profits or revenues derived from the rental or use of any Unit owned by another.

The aggregate Common Interest of all Units equals 100%. The aggregate Residential Common Interests of all Residential Units equals 100%. The percentage of Common Interests are the basis for determining a Unit Owners share of distribution upon termination of the Condominium with Unit Owners then sharing pro rata in the proceeds of the Condominium. Each Unit's Common Interest and Residential Common Interest, as applicable, and estimate of the Common Charges that will be payable by the Unit Owner during the first year of condominium operation of the Property subsequent to the First Closing are set forth in the Section of the Plan entitled "Schedule A – Purchase Price of Units and Related Information."

After the Closing of Title to a Unit, a Unit Owner will be solely responsible for maintaining casualty insurance with respect to the Unit and the Limited Residential Common Elements appurtenant thereto, including, without limitation, the flooring, fixtures, furniture, furnishings, equipment, appliances and personal property situated within the Unit and the Limited Residential Common Elements appurtenant thereto, as well as liability insurance with respect to occurrences in or about the Unit and the Limited Residential Common Elements appurtenant thereto. The Condominium Board will be solely responsible for maintaining casualty and liability insurance with respect to the Common Elements in accordance with the provisions of the By-laws. Purchasers of a Parking Space should review the Parking Space License to determine the insurance requirements thereunder, and are advised that the Garage Unit Owner shall carry no casualty or liability insurance on cars except as may be required by Law, and the sole risk of damage to any vehicle shall be the risk of the licensee under the Parking License Agreement. (See the Section of the Plan entitled "Rights and Obligations of the Condominium Board/Summary of By-laws" for further details.)

Each Purchaser of a Residential Unit from Sponsor will be required to make a non-refundable contribution to the Working Capital Fund of the Condominium. Such contribution, to be made at the time of Closing of the Residential Unit, shall be in an amount equal to 2 months' Common Charges assessed against the Residential Unit at Closing. (See the Section of the Plan entitled "Working Capital Fund" for further details.)

Each Purchaser, at the Closing of Title to each Residential Unit, as a closing cost, will be required by pay on behalf of the Condominium such Purchaser's share of the Resident Manager's Unit Purchase Price, as determined in accordance with the Common Interest of each Residential Unit purchased, in

proportion to the Residential Common Interest appertaining to all Residential Units (other than the Resident Manager's Unit), and in an amount more particularly set forth in the Section of the Plan entitled "Schedule A – Purchase Prices and Related Information".

In addition to the payment of Common Charges, each Unit Owner will be responsible for the payment of the real estate taxes with respect to the Unit (both before and after such taxes are separately assessed and billed against the Unit by the City of New York), interest and amortization payments on any mortgage and charges for electricity consumed in the Unit.

There are no limitations on who may purchase Units, except as set forth herein. Under the New York Real Property Law, a condominium unit may be owned by an individual, a corporation, a partnership, limited liability company, an association, a trust or any other entity which is permitted to take title pursuant to Law. Sponsor hereby reserves the right at any time and from time to time for any reason whatsoever, without the consent of any of the Condominium Board, any Unit Owner or mortgagee, to refuse to approve and execute Option Agreements for one or more Units to any person. Sponsor shall not discriminate against any person because of race, creed, color, sex, sexual orientation, disability, martial 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 Option Agreement executed by both Purchaser and Sponsor has been exchanged and Sponsor has collected the funds constituting Purchaser's required Premium Payment thereunder (see the Section of the Plan entitled "Procedure to Purchase" for further details). Sponsor will not accept an offer of purchase from an individual younger than 18 years of age or an incompetent under Law.

Pursuant to the ILSA, Sponsor has submitted a proposed statement of record ("Statement of Record") to the U.S. Consumer Financial Protection Bureau ("CFPB") disclosing the offering of the Residential Units, the Non-Residential Units and licenses in the Condominium. Sponsor believes it will be in compliance with its ILSA filing obligations upon CFPB's approval of the Statement of Record. The Department of Law has not verified or approved the content of the Statement of Record. The Statement of Record included a "Property Report", which discloses information regarding the Condominium. Pursuant to ILSA, the form of Option Agreement as set forth as an exhibit in Part II of the Plan includes a provision that if a Purchaser does not receive a Property Report in advance of signing the Option Agreement, the Option Agreement may be cancelled at such Purchaser's option for two (2) years from the date of signing; however, under ILSA, certain circumstances may cause some transactions to be exempt from such requirement and Sponsor makes no representation with respect to the applicability of the foregoing matters to any individual Unit or Option Agreement. Furthermore, pursuant to ILSA, a Purchaser has the option to cancel its Option Agreement by notice to Sponsor until midnight of the seventh ($7^{th}$) day following the signing of the Option Agreement.

THE PURCHASE OF A CONDOMINIUM HAS MANY SIGNIFICANT LEGAL AND FINANCIAL CONSEQUENCES AND MAY BE ONE OF THE MOST IMPORTANT FINANCIAL TRANSACTIONS OF YOUR LIFE. THE 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.

## DEFINITIONS

For convenience of presentation, general definitions of certain of the terms used in the Plan are set forth below, which definitions are subject in most cases to the more particular definitions of such terms set forth in the Declaration, the By-laws and the Condominium Act. They include the following:

"130 Condominium" shall have the meaning given to such term in Special Risk No. 63.

"130 Unit Owners" shall have the meaning given to such term in Special Risk No. 63.

"Actual Closing Date" shall have the meaning given to such term in the Special Risk No. 5.

"ACM" shall mean asbestos containing material.

"Additional Premium Payment" shall have the meaning given to such term in the Special Risk No. 4.

"Amenity Facility" or "Amenity Facilities" shall mean the portions of the Condominium described in Section 5.2 of the Declaration, and shown as Residential Common Element on the Floor Plans, initially consisting initially of a screening room, dining room and kitchen, lounge, children's recreation room and the Exercise Facility, and thereafter consisting of those facilities which the Condominium Board elects to operate and maintain as Amenity Facilities.

"Amenities Operating Agreement" shall mean the written agreement between the Condominium Board (or Sponsor on behalf of the Condominium Board) and the Amenities Operator to operate all or a portion of the Amenity Facilities.

"Amenities Operator" shall mean the party so designated as the operator of all or a portion of the Amenity Facilities in the Amenities Operating Agreement.

"Apartment Units" shall mean all Residential Units other than the Suite Units and Townhouse Units, which Units are more particularly described in Articles 5 and 6 of, and Exhibit B to, the Declaration and Floor Plans.

"Apartment Unit Owner" shall mean the Unit Owner of an Apartment Unit at the time in question.

"Adverse Effect", or "adverse effect" or "materially and adversely affect", shall mean, in connection with any action or change with respect to any Unit Owner or Unit Owners, that could (i) materially increase the Common Charges payable by such Unit Owner or Unit Owners, (ii) materially interfere with such Unit Owner's access to the Unit, (iii) materially obstruct or degrade the view from the windows of such Unit Owner's Unit or (iv) otherwise materially diminish such Unit Owner's use and enjoyment of the Unit.

"Appurtenant Interest" shall mean, with respect to any Unit, the undivided interest of the owner thereof, pursuant to the terms of Section 339-x of the Condominium Act, in and to: (i) the Common Elements, (ii) any other Units owned or leased at the time in question by the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, (iii) any proceeds of the sale or lease of Units of the nature described in subdivision (ii) above, and (iv) any other assets of the Condominium.

"Attorney General" means the Attorney General of the State of New York.

"Building" shall mean any one of the following ten (10) buildings constituting the Condominium:

133 West 11th Street, New York, New York 10011 (the "133 Building");

135 West 11th Street, New York, New York 10011 (the "135 Building");

137 West 11th Street, New York, New York 10011 (the "137 Building");

139 West 11th Street, New York, New York 10011 (the "139 Building");

141 West 11th Street, New York, New York 10011 (the "141 Building");

145 West 11th Street, New York, New York 10011 (the "145 Building");

155 West 11th Street, New York, New York 10011 (the "155 Building"); the 155 Building includes the street addresses of 1 Seventh Avenue and 15 Seventh Avenue (the addresses for the Retail Units), 7 Seventh Avenue (the street address for the Community Facility Unit), and a service entrance addresses at 11 Seventh Avenue;

140 West 12th Street, New York, New York 10011 (the "140 Building"); the 140 Building includes addresses at 144 West 12th Street and 136 West 12th Street;

150 West 12th Street, New York, New York 10011 (the "150 Building"); the 150 Building includes addresses at 158 West 12th Street and 152 West 12th Street; and

160 West 12th Street, New York, New York 10011 (the "160 Building").

The aforementioned ten (10) Buildings are referred to individually as a "Building" and collectively as the "Buildings".

"Buildings Department" shall mean the Department of Buildings of The City of New York or any successor agency.

"Bulk Sales" shall mean the transfer of 10 or more Residential Units or 20% of the total number of Residential Units in the Condominium, whichever is less

"By-laws" shall mean the by-laws governing the operation of the Condominium, which are set forth as Exhibit D to the Declaration, as the same may be amended or supplemented from time to time.

"Cellar Storage Bin" shall mean any Storage Bin located in the Storage Area shown as Residential Common Element on the Floor Plans, and shall include the structural framework and materials out of which the Storage Bin is constructed. Each Cellar Storage Bin shall be deemed a Residential Common Element of the Condominium. Any reference in the Plan to "owning a Cellar Storage Bin" shall mean that Residential Unit Owner has entered into a Cellar Storage Bin License for a Cellar Storage Bin.

"CFPB" shall mean the U.S. Consumer Financial Protection Bureau.

"Closing of Title" or "Closing" or "Closing Date" shall mean the date upon which, among other things, a Unit and its appurtenant Common Interest is conveyed pursuant to an Option Agreement.

"Common Charges" shall mean the charges allocated and assessed by the Condominium Board to the Unit Owners, pro-rata, in accordance with their respective Common Interests (except as otherwise

provided in the Declaration or in the By-laws, or in the First Year's Budget) to meet the Common Expenses.

"Common Elements" shall mean the Property, other than the Units themselves, being comprised of the General Common Elements, Residential Common Elements and Limited Residential Common Elements.

"Common Expenses" shall mean all costs and expenses to be incurred generally by the Condominium or the Unit Owners pursuant to the Declaration and/or the By-laws in connection with: (i) the repair, maintenance, replacement, restoration and operation of, and any alteration, addition, or improvement to, the Common Elements, (ii) the establishment and/or maintenance of a general operating reserve, a reserve fund, a fund for working capital, or for replacements with respect to the Common Elements, or to make up any deficit in the Common Charges for any prior year(s), and (iii) generally, the conduct of the affairs of the Condominium. Common Expenses shall be either General Common Expenses attributable to all Unit Owners or Residential Common Expenses attributable to Residential Unit Owners only.

"Common Interest" shall mean the proportionate undivided interest, expressed as a numerical percentage, in the Common Elements appurtenant to each Unit, as determined in accordance with the Declaration. The total of all Common Interest percentages appurtenant to all Units equals 100%. The Common Interest attributable to each Unit is set forth on Exhibit B annexed to the Declaration.

"Community Facility Unit" shall mean the Unit designated as the Community Facility Unit in the Declaration and located on the ground, second, third and fourth floors of the 155 Building, which Unit is more particularly described in Articles 5 and 6 of, and Exhibit B to, the Declaration and Floor Plans, as the same may be divided by the owner of such Unit or provided in the Bylaws.

"Community Facility Unit Owner" shall mean any Unit Owner of the Community Facility Unit at the time in question.

"Community Facility Unit Member of the Condominium Board" or "Community Facility Member" shall mean a member of the Condominium Board designated by and representing the Community Facility Unit Owner (or elected by and representing the Community Facility Unit Owners, in the event there is more than one Community Facility Unit) and designated in accordance with the terms of the By-laws.

"Condominium" shall mean The Greenwich Lane condominium, which was established pursuant to the terms of the Declaration and which is governed pursuant to the terms of the By-laws.

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

"Condominium Board" shall mean the board of managers of the Condominium who will manage the affairs of the Condominium.

"Condominium Documents" shall mean the Declaration, the By-laws and the Rules and Regulations of the Condominium, as the same may be amended or supplemented from time to time.

"Construction Agreement" shall mean the form of construction agreement set forth in Part II of the Plan, as the same may be modified from time to time by the Sponsor or Condominium Board.

"Construction Staging" shall have the meaning given to such term in Special Risk No. 29.

"Courtyard/Garden" shall mean the central interior courtyard/garden located between the Buildings, shown as Residential Common Element on the Floor Plans.

"Declarant" shall mean West Village Residences LLC and its successors and assigns.

"Declaration" shall mean the declaration executed by Declarant and recorded in the Register's Office for the purposes of submitting the Property to the provisions of the Condominium Act and establishing a regime for condominium ownership thereof, as the same may be amended or supplemented from time to time.

"DOB" shall mean the NYC Department of Buildings.

"Department of Law" shall mean the Real Estate Finance Bureau of the Department of Law of the State of New York.

"Effective Date" shall mean the date upon which Sponsor has declared the Plan effective pursuant to the provisions of the General Business Law.

"Escrow Agent" shall mean Goldfarb & Fleece LLP, having an address at 345 Park Avenue, New York, New York 10154.

"Exercise Facility" shall mean the Residential Common Element fitness center containing a limited amount of exercise equipment, swimming pool, locker area and related rooms in the location designated on the Floor Plans.

"Exercise Price" shall mean the remaining portion of the Purchase Price after deposit of all Premium Payments, as provided in the form of Option Agreement.

"Facilities" shall mean all personal property and fixtures now or hereafter existing in, on, or under the Land or the Buildings and either existing for the common use of the Units or the Unit Owners or necessary or convenient for the existence, maintenance, or safety of the Property. For purposes of illustrating the broad scope of such term and without intention to limit the generality of the foregoing in any respect, the term "Facilities" shall include all systems, equipment, apparatus, convectors, radiators, heaters, converters, heat exchangers, mechanisms, devices, machinery, induction units, fan coil units, motors, pumps, controls, tanks, tank assemblies, installations, condensers, compressors, fans, dampers, blowers, thermostats, thermometers, coils, vents, sensors, shut off valves, other valves, gongs, panels, receptacles, outlets, relays, alarms, sprinkler heads, electric distribution facilities, wiring, wireways, switches, switchboards, circuit breakers, transformers, fittings, siamese connections, hoses, plumbing fixtures, lighting fixtures, other fixtures, bulbs, signs, antennae, telephones, intercom equipment, playground equipment, meters, meter assemblies, scaffolding, piping, lines, ducts, conduits, cables, risers, mains, shafts, pits, flues, locks, hardware, racks, screens, strainers, traps, drains, drainage systems, sewers and/or storm pipes, drywells or detention tanks, catch basins, leaders, filters, incinerators, canopies, closets, cabinets, doors, railings, copings, steps, furniture, mirrors, furnishings, appurtenances, urns, baskets, mail chutes, mail boxes, carpeting, tiles, floor coverings, draperies, shades, window coverings, wallpaper, wall coverings, trees, shrubbery, flowers, plants, horticultural tubs and horticultural boxes.

"Family Members" shall mean the Unit Owner's spouse, domestic partner, and any children (natural or adopted), stepchildren, grandchildren, siblings, nieces, nephews, parents, stepparents, parents-in-law and grandparents of the Unit Owner, the Unit Owner's spouse or domestic partner, who in any event reside in such Unit Owner's Unit.

"Filing Date" shall mean the date a letter is issued by the Department of Law accepting the Plan or an amendment to the Plan, as the case may be, for filing.

"Final Certificate of Occupancy" or "FCO" shall mean the permanent certificate of occupancy to be issued by the Buildings Department for the Condominium.

"First Closing" shall mean the Closing of Title with respect to the first Residential Unit to be conveyed to a Purchaser pursuant to the terms of the Plan.

"First Year's Budget" shall mean the Section of the Plan entitled "Schedule B" – Projected Budget for First Year of Condominium Operation." The First Year's Budget is sometimes referred to herein as "Schedule B."

"Floor Plans" shall mean the floor plans of the Units certified by a professional engineer or licensed architect, filed in the Register's Office simultaneously with the recording of the Declaration together with any supplemental or amended floor plans thereto.

"Force Majeure" shall mean delays caused by an act of God, casualty, weather, fire, flood, explosion, war, riot, sabotage, epidemics, quarantine, acts of terrorism, freight embargos, inability to procure or general shortage of energy, labor (including work stoppages and strikes), equipment, facilities, materials or supplies in the open market, failure of transportation, governmental restrictions, preemptions or approvals, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of Sponsor.

"Foreign Government Purchaser" shall have the meaning given to such term in Special Risk No. 20.

"Garage Unit" shall mean the Unit designated as the Garage Unit in the Declaration, which Unit is more particularly described in Articles 5 and 6 of, and Exhibit B to, the Declaration and Floor Plans, as the same may be divided by the owner of such Unit or provided in the Bylaws.

"Garage Unit Operator" shall mean the party designated as Garage Unit Operator by the Sponsor, and thereafter by the Owner of the Garage Unit, to conduct the operations of the Garage Unit.

"Garage Unit Owner" shall mean the owner of the Garage Unit.

"General Common Elements" shall mean those certain portions of the Common Elements (other than the Units, the Residential Common Elements and the Limited Residential Common Elements), as well as those Facilities therein, 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, as more particularly described in the Declaration and the Floor Plans.

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

"Housing Merchant Implied Warranty Law" shall mean Article 36-B of the New York General Business Law.

"ILSA" shall mean the Interstate Land Sales Full Disclosure Act, 15 U.S.C.A. §1701 et seq.

"Initial Control Period" shall mean the period ending on the later to occur of (i) the Closing of Title with Purchasers under the Plan to Residential Units representing at least 95% in number of all Residential Units offered for sale, or (ii) the issuance of a FCO for the Condominium. Sponsor reserves the right to relinquish voting control of the Condominium Board prior to the expiration of the Initial Control Period.

"Initial Premium Payment" shall have the meaning given to such term in the Special Risk No. 4.

"Institutional Lender" shall mean (i) a savings bank, savings and loan association, bank or trust company, insurance company, real estate investment trust, mortgage trust, or 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, or (iii) Sponsor, or (iv) with respect to loans secured by any Non-Residential Units only, and without limiting the scope of the foregoing, any lender (or group of lenders) regularly engaged in the business of making, owning or servicing mortgage loans, including, without limitation, a conduit lender.

"Institutional Mortgage" shall mean any first mortgage covering one or more Units, the initial holder of which is either Sponsor or an Institutional Lender.

"Insurance Trustee" shall mean a bank or a trust company, in either event having both an office in the City of New York and a capital surplus and undivided profits of $500,000,000 or more, from time to time appointed to serve as such by the Condominium Board. The initial Insurance Trustee shall be JPMC, the administrative agent for the group of lenders that currently holds a mortgage on the Property, or a successor administrative agent for such lenders, for so long as JPMC, or such successor, continues to maintain such mortgage (or any portion thereof) on the Property. JPMC, or such successor, may decline such designation as Insurance Trustee at any time, on no less than thirty (30) days notice to the Condominium Board and Sponsor.

"JPMC" shall mean JPMorgan Chase Bank, N.A.

"Land" shall mean the land located in the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of The City of New York as Block 607, Lot 1, as more particularly described in Exhibit A to the Declaration.

"Law" shall mean the laws and ordinances of any or all of the Federal, New York State, New York City, County and Borough governments, including, without limitation, the Landmarks Preservation Commission, the rules, regulations, orders and directives of any or all departments, subdivisions, bureaus, agencies, or offices thereof or of any other governmental, public or quasi-public authorities having jurisdiction over the Property and/or the Condominium which are applicable at the time in question, and all requirements of the Restrictive Declaration. Any statement in the Condominium Documents to the effect that any action or use be in compliance with "Law" or any variation thereof shall be deemed to include compliance with the Restrictive Declaration.

"Letter of Credit" shall have the meaning given to such term in the Section of the Plan entitled "Escrow and Trust Fund Requirements".

"Lenders" shall have the meaning given to such term in Special Risk No. 11.

"Limited Warranty" shall have the meaning given to such term in Special Risk No. 16.

"Limited Residential Common Elements" shall mean those portions of the Common Elements (other than the Units, the General Common Elements and the Residential Common Elements), existing for the use and enjoyment of certain Residential Unit Owners to the exclusion of all other Unit Owners, as more particularly described in the Declaration and the Floor Plans.

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

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

"Mansion Tax" shall have the meaning given to such term in Special Risk No. 14.

"Managing Agent" shall mean the managing agent or manager of the Condominium at the time in question. The initial Managing Agent shall be RMC.

"Master Escrow Account" shall mean the Goldfarb & Fleece LLP Attorney Trust Account, located at JPMorgan Chase Bank, 270 Park Avenue, New York, New York 10017.

"Member", "Members", or "Board Member" shall mean a member of the Condominium Board elected or designated, as the case may be, in accordance with the terms of the By-laws.

"Mortgage Representatives" shall mean the representatives of the holders of all mortgages encumbering Units, designated by the holders of Institutional Mortgages in accordance with the terms of the By-laws.

"Non-Residential Unit" shall mean a Retail Unit, Community Facility Unit, Storage Unit or Garage Unit, together with its Common Interest.

"Non-Residential Unit Owner" shall mean the owner of any Non-Residential Unit.

"North Shore LIJ" shall mean Lenox Hill Hospital, its parent North Shore – Long Island Jewish Health System or any affiliated entity.

"Option Agreement" shall mean the agreement to purchase a Unit, the form of which is set forth in Part II of the Plan.

"Parking Space" shall mean any of the parking spaces located in the Garage Unit as designated by the Garage Unit Owner, which parking spaces may be located on the floor of the Garage Unit or may be in so-called "parking stackers".

"Parking Space License" shall mean the agreement pursuant to which a Parking Space is licensed to a Residential Unit Owner.

"Parking Space Owner" shall mean any licensee of a Parking Space at the time in question. All such licensees are collectively referred to as the Parking Space Owners.

"Permitted Encumbrances" shall mean those matters encumbering title to a Unit, as more particularly described on Schedule A annexed to the form of Option Agreement.

"Permitted Mortgage" shall mean a first mortgage permitted to be placed upon a Unit pursuant to the provisions of the By-laws.

""Permitted Mortgagee" shall mean any holder of a Permitted Mortgage at the time in question and shall specifically include JPMC, the administrative agent for the group of lenders that currently holds a mortgage on the Property, or a successor administrative agent for such lenders, for so long as JPMC, or such successor, continues to maintain such mortgage (or any portion thereof) on the Property.

"Permitted User" shall mean any officer, director, member, stockholder, principal, partner, employee, agent (including managing, sales and leasing agent), guest, tenant, occupant, customer, invitee, licensee, contractor, Permitted Mortgagee or any other Person related, affiliated or designated by Sponsor, the Condominium Board or a Unit Owner who has permission to use a Unit and/or a portion of the Common Elements, subject to the terms of the Condominium Documents whether written or oral, granted by, (i) a Unit Owner in the case of such Unit Owner's Unit and its appurtenant Common Elements, or (ii) the Condominium Board, or (iii) the Condominium Documents, or (iv) Sponsor.

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

"Plan" shall mean that certain condominium offering plan relating to the Property, as accepted for filing by the Department of Law pursuant to Section 352-e of the General Business Law of the State of New York and any and all amendments thereto.

"Plans and Specifications" shall mean the plans and specifications for the construction of the Condominium which (to the extent required by Law) have been or will be filed with the Buildings Department and which may, from time to time, be amended in accordance with the provisions of the Plan.

"Plaque" shall have the meaning set forth in Special Risk No. 39.

"Prohibited Use" shall mean (a) a cabaret or nightclub, or establishment of any capacity with dancing, a discotheque or other live entertainment; (b) any use prohibited in, or not permitted by, the Restrictive Declaration, including, but not limited to, Use Group 12A eating or drinking establishments with entertainment and a capacity of more than 200 persons; (c) a massage parlor, adult bookstore or other establishment selling items of a pornographic nature, (d) a dry cleaner, (e) a substance abuse clinic, (f) any use involving sleeping or requiring sleeping quarters or domiciliary care facilities, or (g) any use requiring a flue.

"Premium Payment" shall mean the payment of a portion of the Purchase Price made by a Purchaser under an Option Agreement in accordance with the terms thereof, prior to payment of the Exercise Price.

"Presentation Date" shall mean the date on which the Plan or an amendment thereto, as the case may be, is personally delivered or the fifth day after mailing to prospective Purchasers and Unit Owners following acceptance of the Plan or an amendment thereto for filing with the Department of Law.

"Property" shall mean the Land, the Buildings (and any structures attached thereto), the Units, and all the improvements erected or to be erected on the Land, all easements, rights and appurtenances pertaining thereto and all other property, real, personal, or mixed, used or intended to be used in connection therewith.

"Property Report" shall mean the property report contained in the Statement of Record, as prepared by Sponsor in accordance with ILSA.

"Purchase Price" shall mean the purchase price of a Unit, Storage Bin License, or Parking Space License, as applicable.

"Purchaser" shall mean a purchaser of a Unit pursuant to an Option Agreement.

"Real Property Law" shall mean N.Y. Real Prop. Law § 339 et seq. (or Article 9-B of the New York Real Property Law known as the Condominium Act) .

"Register's Office" shall mean the Office of the Register of the City of New York and the County in which the Property is located.

"Reserve Fund" shall mean the reserve fund set forth in Schedule B.

"Resident Manager" shall mean the superintendent for the Condominium.

"Resident Manager's Unit" shall mean Residential Unit RM which Unit is more particularly described in Article 5 and 6 of, and Exhibit B to the Declaration and in the Floor Plans, or any future Unit designated by Sponsor or the Condominium Board as the Resident Manager's Unit.

"Resident Manager's Unit Purchase Price" shall mean the purchase price of the Resident Manager's Unit, together with all transaction costs and expenses.

"Residential Common Elements" shall mean those portions of the Common Elements (other than the General Common Elements or the Limited Residential Common Elements) either existing for the common use of the Residential Units or the Residential Unit Owners or necessary for, or convenient to, the existence, maintenance or safety of the Residential Units, as more particularly described in the Declaration and the Floor Plans. Certain Residential Common Elements may be further limited to use by specified Residential Unit Owners, such as Storage Bins and certain exterior common areas.

"Residential Common Expenses" shall mean all costs and expenses to be incurred generally by the Residential Unit Owners or the Condominium pursuant to the Declaration and/or By-laws in connection with (i) the repair, maintenance, replacement, restoration and operation of, and any alteration, addition, or improvement to, the Residential Common Elements and/or the Limited Residential Common Elements, or (ii) the establishment and/or maintenance of a operating reserve fund for working capital, for replacements with respect to the Residential Common Elements and/or Limited Residential Common Elements.

"Residential Common Interests" shall mean the proportionate undivided interest, expressed as a numerical percentage, of each Residential Unit Owner in the Residential Common Elements. The total of all Residential Common Interest percentages appurtenant to all Residential Units equals 100%. The Residential Common Interests are the basis for determining a Residential Unit Owner's liability for such Unit Owners share of the Residential Common Expenses.

"Residential Member of the Condominium Board" or "Residential Member" shall mean a Member of the Condominium Board representing the Residential Unit Owners, elected or designated, as the case may be, in accordance with the terms of the By-laws.

"Residential Unit" shall mean any of the residential Units located in the Buildings, consisting of Apartment Units, Townhouse Units, and Suite Units, which Units are more particularly described in Articles 5 and 6 of, and Exhibit B to, the Declaration and Floor Plans. All such Units are, collectively, referred to as the "Residential Units."

"Residential Unit Owners" shall mean any Unit Owner of a Residential Unit at the time in question. All such Unit Owners are, collectively, referred to as the "Residential Unit Owners."

"Restrictive Declaration" shall mean that certain Declaration of Large-Scale General Development dated as of March 26, 2012, made by West Village Residences LLC, as declarant, and recorded April 16, 2012 in CRFN 2012000149442 in the Office of the City Register of the City of New York, as the same may be amended from time to time.

"Retail Unit" shall mean either of the two (2) Retail Units in the Building designated as the Retail Unit 1 and Retail Unit 2 on the Floor Plans and in the Declaration together with such Unit's Common Interest, which Units are more particularly described in Article 5 and 6 of, and Exhibit B to, the Declaration and in the Floor Plans, as same may be divided by the owner of such Unit as provided in the Bylaws. All such Units are, collectively, referred to as the "Retail Units".

"Retail Unit Member of the Condominium Board" or "Retail Member" shall mean a Member of the Condominium Board elected by and representing the Retail Unit Owners (or designated by and representing the Retail Unit Owner, if there is ever only one Retail Unit), as the case may be, in accordance with the terms of the By-laws.

"Retail Unit Owner" shall mean the Unit Owner of a Retail Unit at the time in question. All such Unit Owners are, collectively, referred to as the "Retail Unit Owners."

"RMC" shall mean Rudin Management Co., Inc., an affiliate of Sponsor.

"RPT Tax" shall have the meaning given to such term in Special Risk No. 14.

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

"Sales Center" shall mean the sales office for the Sponsor or Selling Agent, at a location to be designated by either Sponsor or Selling Agent from time to time.

"Schedule A" shall mean the section of the Plan entitled "Schedule A – Purchase Prices and Related Information".

"Schedule B" shall mean "Schedule B – Projected Budget for First Year of Condominium Operation". Schedule B is sometimes referred to as the First Year's Budget or the budget for the first year of Condominium operation.

"Schedule B-1" shall mean the Section of the Plan entitled "Schedule B – 1 - Projected Individual Energy Costs Budget".

"Scheduled Closing Date" shall have the meaning given to such term in the Special Risk No. 5.

"Selling Agent" shall mean the Selling Agent named in the Plan or any successor Selling Agent at the time in question.

"Shared Amenities" shall have the meaning given to such term in Special Risk No. 63.

"Shared Amenities Agreement" shall have the meaning given to such term in Special Risk No. 63.

"Special Assessments" shall mean the charges allocated and assessed by the Condominium Board to the Unit Owners, pro-rata in accordance with their respective Common Interest (except as otherwise provided in the Declaration or in the By-laws), in accordance with Section 6.1(C) of the By-laws of the Condominium.

"Sponsor" shall mean West Village Residences LLC, and (if applicable) a Person designated by Sponsor. Pursuant to Section 20.1(c) of the Part 20 regulations of the New York State Department of Law, in the event of a foreclosure, deed in lieu or other transfer wherein Unsold Units owned by West Village Residences LLC, its successors, designees or assigns become the property of the Condominium construction lender or its assignee, the Condominium construction lender shall not become a successor Sponsor unless and until it makes a public offering thereunder.

"State Transfer Tax" shall have the meaning given to such term in Special Risk No. 14.

"Statement of Record" shall have the meaning given to such term in ILSA.

"Storage Area" shall mean the Residential Common Element storage rooms located in the cellar levels of the 140 Building, the 150 Building and the 160 Building, and the city vault area in which the Vault Storage Bins are located.

"Storage Bin" shall mean any Cellar Storage Bin or Vault Storage Bin, and shall include the structural framework and materials out of which the Storage Bin is constructed. Each Cellar Storage Bin shall be deemed a Residential Common Element of the Condominium. Any reference in the Plan to "owning a Storage Bin" shall mean that Residential Unit Owner has entered into a Cellar Storage Bin License for a Cellar Storage Bin, or a Vault Storage Bin License for a Vault Storage Bin, as applicable.

"Storage Bin License" shall mean the agreement pursuant to which a Storage Bin is licensed to a Residential Unit Owner.

"Storage Unit" shall mean the Non-Residential Unit located in the cellar of the 155 Building, and more particularly described in Article 5 and 6 of, and Exhibit B to, the Declaration and Floor Plans.

"Storage Unit Owner" shall mean the Unit Owner of the Storage Unit at the time in question.

"Suite Unit" shall mean any of the 7 Residential Units located in the 145 Building and 155 Building, which Units are more particularly described in Articles 5 and 6 of, and Exhibit B to, the Declaration and Floor Plans. All such Units are collectively referred to as the "Suite Units".

"Suite Unit Owner" shall mean any Unit Owner of a Suite Unit at the time in question. All such Unit Owners are collectively referred to as the Suite Unit Owners.

"Temporary Certificate of Occupancy" or "TCO" shall mean a temporary certificate of occupancy to be issued by the Buildings Department for the Condominium.

"Terrace" shall mean any terrace, balcony, garden, patio, rear yard or front yard which is appurtenant to a Residential Unit as a Limited Residential Common Element and shall include any Facilities attached thereto that were installed as part of the original construction of the Condominium, including, but not limited to, pavers, decking and drains, hose bibs, electrical outlets, lighting and light fixtures and enclosures. All such terraces, balconies, rear yards, front yards, patios or gardens are collectively referred to as the "Terraces".

"Title Company" shall mean New York Land Services, an operating division of Commonwealth Land Title Insurance Company (Tel. No. (212) 490-2277).

"Townhouse Limited Warranty" shall have the meaning given to such term in Special Risk No. 16.

"Townhouse Unit" shall mean any of the five (5) townhouse Units located in the Buildings (Unit 133, Unit 135, Unit 137, Unit 139 and Unit 141) which Townhouse Units are more particularly described in Articles 5 and 6 of, and Exhibit B to, the Declaration and Floor Plans. All such Units are collectively referred to as the "Townhouse Units".

"Townhouse Unit Owner" shall mean any Unit Owner of a Townhouse Unit at the time in question. All such Unit Owners are, collectively, referred to as the Townhouse Unit Owners.

"Triangle Park" shall mean that certain park to be constructed by Sponsor pursuant to the Restrictive Declaration and located adjacent to the Condominium, consisting of a public access area, which is to be located on land designated for real property tax purposes as Block 617 Lot 1, and consists of a triangle shaped parcel of land located adjacent to the Condominium between West 12$^{th}$ Street, Greenwich Avenue, and Seventh Avenue.

"Unit" shall mean any of the Units designated as a Unit in the Declaration together with its Common Interest. All such Units are collectively referred to as the "Units".

"Unit Floor Plans" shall mean the floor plans set forth as an exhibit in Part II of this Plan.

"Unit Owner" shall mean any person (including Sponsor, if Sponsor owns any Unit) who holds fee title, of record, to one or more Units at the time in question. All such Unit Owners are, collectively, referred to as the "Unit Owners".

"Unit Power of Attorney" shall mean the power of attorney set forth as an exhibit in Part II of this Plan, and shall mean the Residential Unit Power of Attorney with respect to any Residential Units, and the Non-Residential Unit Power of Attorney with respect to any Non-Residential Units.

"Unsold Residential Unit" shall mean any Residential Unit owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained, by Sponsor or a principal of Sponsor at the time in question. All such Unsold Residential Units are, collectively, referred to as the "Unsold Residential Units".

"Unsold Residential Unit Owner" shall mean Sponsor, a principal of Sponsor or (if applicable) a Person designated by Sponsor.

"Unsold Unit" shall mean 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 a principal of Sponsor at the time in question. All such Unsold Units are, collectively, referred to as the "Unsold Units".

"Unsold Unit Owner" shall mean Sponsor, a principal of Sponsor, or (if applicable) a Person designated by Sponsor.

"Vault Storage Bin" shall mean any Storage Bin as shown in the Floor Plans located in the city vault adjacent to the Condominium and shall include the structural framework and materials out of which the Storage Bin is constructed. Any reference in the Plan to "owning a Vault Storage Bin" shall mean that Residential Unit Owner has entered into a Vault Storage Bin License for a Vault Storage Bin.

"Vault Storage Bin License" shall mean the agreement pursuant to which a Vault Storage Bin is licensed to a Residential Unit Owner.

"Zoning Resolution" shall mean the zoning resolution of the City of New York, as amended from time to time, or replacement rule, regulation or resolution pertaining to the development of a zoning lot.

## DESCRIPTION OF PROPERTY AND IMPROVEMENTS

The following is a general description of the Property as well as certain facilities and services to be provided at the Condominium. For a more detailed description of the Property, see the "Description of Property and Improvements" contained in Part II of the Plan.

### Location, Acreage and Zoning

The Condominium is located on the Land which is situated between Sixth and Seventh Avenue, on the east side of Seventh Avenue between West 11th Street and West 12th Street in the Borough of Manhattan, City and State of New York. The Land covers approximately 92,925 square feet and the Condominium erected thereon will consist of approximately 725,000 gross square feet (inclusive of the cellar but exclusive of terraces). The Condominium is located within the C6-2 and R-8 Zoning Districts.

### Improvements – General Description of Units

The Condominium, upon completion of construction and renovation, will consist of the Buildings, which shall be connected on the cellar and most ground floors and which will enclose the interior central Courtyard/Garden. The main entrances to the five (5) Townhouse Units (133-141 West 12th Street), the 145 Building and the 155 Building will be on West 11th Street. The main entrance to 160 Building, 150 Building and 140 Building will be on West 12th Street. All main entrances (except the Townhouses) will be monitored by a doorman or concierge.

There will also be various amenities for the benefit of the Residential Unit Owners, including an Exercise Facility (with pool), dining room, lounge, screening room, children's recreation room, Courtyard/Garden and various utility and service areas located throughout the Condominium. (See the subsection entitled "Services and Facilities" for further details.)

Purchasers should refer to the Description of Property and Improvements contained in Part II of the Plan for further details concerning the Units.

### Residential Units

The Residential Units vary in size from approximately 500 square feet to 7,357 square feet.

Purchasers are urged to consult the Unit Floor Plans and Description of Property and Improvements contained in Part II of the Plan for further details regarding the Residential Units.

### Suite Units

Seven (7) of the Residential Units (designated as S1, S2, S3, S4, S5, S6 and Unit 1) are **"**Suite Units" and are located in the 145 Building and the 155 Building. These Suite Units may be used only as residences occupied by domestic employees of Residential Unit Owners, Family Members and non-paying guests of Residential Unit Owners, and for accessory residential use such as library, home office, personal study, or home occupation use, provided such use is in keeping with a first class luxury residential building. In no event shall any such use involve off the street customers or client traffic or any meetings by appointment. Any non-paying guest residing at a Suite Unit (other than a domestic employee of a Residential Unit Owner) may occupy such Suite Unit for not more than 3 months in the aggregate unless the Condominium Board otherwise consents. Sponsor reserves the right to modify the permitted

uses of the Suite Units, provided such use is permitted by Law. Except for Sponsor, no Unit Owner may own a Suite Unit independently of a Residential Unit. Notwithstanding the foregoing, the Suite Units may be sold by Sponsor (a) as "raw space" with only the necessary installations and fixtures needed to obtain a temporary certificate of occupancy and (b) initially to both residents and non-residents of the Condominium.

**Parking Spaces**

The Parking Spaces are located in the Garage Unit, and may be located on ground level or in parking stackers.

Purchasers should refer to the Section of the Plan entitled "Garage Unit and Parking Spaces" for a detailed description of the Garage Unit and the Parking Spaces.

**Cellar Storage Bins and Vault Storage Bins**

The 76 Storage Bins located in the cellars of the 140 Building, 150 Building and 160 Building are referred to as the "Cellar Storage Bins", and the 34 Storage Bins located in the subsurface sidewalk vault owned by the City of New York and located adjacent to the foregoing Buildings are referred to as the "Vault Storage Bins". Purchasers are advised that there are not sufficient numbers of Storage Bin Licenses available for all Purchasers and no Purchaser is assured of obtaining a Storage Bin License. The Unit Floor Plans set forth in Part II of this Plan show the approximate location of the Storage Bins.

A Storage Bin License shall be assignable by a Purchaser only to another Residential Unit Owner (or a purchaser then becoming a Residential Unit Owner). A Storage Bin License may only be utilized by such Purchaser or successor licensee for so long as the Purchaser or successor licensee is the owner of a Residential Unit. Purchasers should note that while the Purchaser shall be required to pay the balance of the purchase price of the Storage Bin License at the Closing of the Residential Unit, all amounts paid with respect to the Storage Bin License shall remain in escrow with Escrow Agent, to be automatically released from escrow to Sponsor when the Storage Bin at issue is available, and, for Cellar Storage Bins only, when a TCO has been issued for the Storage Area in which the Storage Bin is located (the Vault Storage Bins, located in the subsurface sidewalk vault owned by the City of New York, cannot and will not obtain a TCO). The Cellar Storage Bin License shall provide that the Cellar Storage Bin shall be for the exclusive use of Purchaser for so long as Purchaser owns a Residential Unit in the Condominium. The Vault Storage Bin License shall provide that the Vault Storage Bin shall be for the exclusive use of such Purchaser, pursuant to automatically renewing one (1) year terms, for so long as Purchaser owns a Residential Unit, but shall automatically terminate in the event the City of New York takes any action that results in the prevention or revocation of the right by a Vault Storage Bin licensee to use all or a portion of its Vault Storage Bin, and as provided in the Vault Storage Bin License, neither Sponsor nor the Condominium shall have any liability in such event. All Storage Bin Licenses require Purchasers to pay taxes and other charges that may be imposed by any legal authority with respect to the entry into such Storage Bin License, and thereafter, upon such Storage Bins or usage thereof (or the areas in which the Storage Bins are located) whether billed to the Purchaser or the Condominium by any legal authority, as well as a monthly fee, as set forth more particularly in the applicable Storage Bin License and on Schedule A. The monthly license fee for Storage Bins shall be paid to the Condominium, as set forth more particularly in the applicable Storage Bin License.

While Sponsor presently is offering the Storage Bin Licenses for sale, based upon market conditions, until such time as Purchasers have executed Option Agreements with respect to 75% of all Storage Bins, Sponsor reserves the right to withdraw the offering of Storage Bin Licenses. The above threshold percentage (i) may be reduced by Sponsor in its sole discretion and without amendment to the

Plan and (ii) may be attained subsequent to the Plan being declared effective. If Sponsor elects to withdraw the offering of the Storage Bin Licenses, Sponsor reserves the right to utilize such Storage Areas for any use as determined by Sponsor in its sole discretion, including without limitation, incorporating such Storage Areas (other than vault area) into the Units. The withdrawal of the offering of the Storage Bin Licenses shall be disclosed by Sponsor in an amendment to the Plan and a Purchaser shall only be relieved of its obligation to purchase the Storage Bin License and shall remain obligated to purchase the Residential Unit. If withdrawn, at Closing, Purchaser will receive, at Sponsor's option, either a credit against the Exercise Price of the Unit equal to the amount previously paid by Purchaser to Sponsor on account of the Storage Bin License, or a return to Purchaser by Sponsor of such previously paid amount with respect to the Storage Bin License. In the event of a termination of a Storage Bin License, the Condominium shall have the right to enter into a new Storage Bin License for such space and collect the fees thereunder.

As the Storage Bins are located at a depth that is below grade levels of the Buildings, Sponsor can make no representations that the Storage Bins will remain dry or will not experience any water infiltration, and neither Sponsor nor any Condominium Board will be responsible for any damage to items placed in the Storage Bins. Unit Owners who place items in the Storage Bins do so at their own risk and Purchasers are advised to consult with their insurance brokers regarding appropriate coverage for such stored items.

**Resident Manager's Unit**

At the First Closing, Sponsor will sell Residential Unit RM (the "Resident Manager's Unit") to the Condominium, which will own such Unit and will use such Unit for the residence of the Resident Manager. The purchase price for the Resident Manager's Unit, will be $3,107,889 (the purchase price of $3,010,000, plus transfer taxes and mansion tax estimated at $86,584, title insurance costs estimated at $8,305, and legal fees estimated at $3,000) (collectively, the "Resident Manager's Unit Purchase Price"), and will be evidenced by an unsecured, negotiable promissory note with a term of five (5) years in the amount of such purchase price executed by the Condominium Board and delivered to Sponsor at the First Closing. Such promissory note shall bear no interest and be payable by the Condominium to Sponsor upon the maturity date, and may be prepaid by the Condominium in full at any time, or in part from time to time, without penalty. The Condominium shall make partial payments to Sponsor promptly after each Unit Closing as funds are collected from Purchasers. At the Closing of Title to each Residential Unit, the Purchaser of such Residential Unit, as a closing cost, will be required by pay on behalf of the Condominium Board such Purchaser's share of the Resident Manager's Unit Purchase Price, as determined in accordance with the Common Interest of each Residential Unit purchased, in proportion to the Residential Common Interest appertaining to all Residential Units (other than the Resident Manager's Unit), and in an amount more particularly set forth in the Section of the Plan entitled "Schedule A – Purchase Prices and Related Information". There is no guarantee or assurance that the taxing authorities will not require that each Purchaser's allocable portion of the cost of the Resident Manager's Unit be included in the total consideration deemed to have been paid by such Purchaser at Closing, in which case additional transfer taxes may be payable by Purchaser whether due at or after Closing of Title. All Common Charges attributable to the Resident Manager's Unit including utilities, real estate taxes, cost of repairs and alterations and improvements shall be borne by all Unit Owners as a Common Expense. (See the Section of the Plan entitled "Schedule B – Projected Budget for First Year of Condominium Operation." for further details.) Sponsor reserves the right, in its sole discretion, to substitute the designated Resident Manager's Unit for a different Residential Unit (at the same cost and with similar financial implications as set forth herein) to serve as the Resident Manager's Unit without an amendment to the Plan.

**Community Facility Unit**

The Community Facility Unit is located as shown on the Unit Floor Plans on the ground, second third and fourth floors of the 155 Building.

Purchasers should refer to the Section of the Plan entitled "Community Facility Unit" for a detailed description of the Community Facility Unit.

**Retail Units**

The Retail Units are located as shown on the Unit Floor Plans.

Purchasers should refer to the Section of the Plan entitled "Retail Units" for a detailed description of the Retail Units.

**Storage Unit**

The Storage Unit is located as shown on the Unit Floor Plans.

Purchasers should refer to the Section of the Plan entitled "Storage Unit" for a detailed description of the Storage Unit.

**Construction Data for Units and Common Elements**

Sponsor has engaged FXFowle Architects as architect of record. The Plans and Specifications have been prepared by such architect. The Plans and Specifications are filed under the address "1 7th Avenue", but upon completion of construction it is anticipated the addresses for the Condominium will be as set forth on the cover of the Plan. (See the Section of the Plan entitled "Identity of Parties" for further details)

Construction of the Building and the Units will be completed in accordance with the Plans and Specifications and applicable Law. However, Sponsor reserves the right to amend or modify, in any way, the Plans and Specifications (including, without limitation, changing materials, appliances, equipment, fixtures and other construction details) and substitute in place of any materials, appliances, equipment and fixtures set forth in the "Description of Property and Improvements," items of substantially equal or better quality, provided, however: (i) any material change shall be set forth in an amendment to the Plan; (ii) any necessary approval of any governmental authority having jurisdiction is first obtained; and (iii) no such amendments, modifications or substitutions may be made if the same would materially and adversely affect any binding Option Agreement unless the same is dictated by construction conditions at the Property, and in such event, Sponsor will, in the amendment disclosing such change and delivered to the Purchaser(s), offer the affected Purchaser(s) the right, for 15 days, to rescind their Option Agreement(s) and receive a refund of their Premium Payments, together with all interest earned thereon, except for funds expended by or reimbursed to Sponsor for upgrades or extras.

The Sponsor anticipates that the First Closing will occur by March 1, 2016, based upon the current construction schedule, unless delayed by Force Majeure. Purchasers will be offered a right of rescission if: (i) the actual date of closing of title to the first Residential Unit occurs later than February 28, 2017, twelve (12) months after the projected date for the First Closing of March 1, 2016, or (ii) the projected date of closing of title to the first Residential Unit occurs later than February 28, 2017, twelve (12) months after the projected date for the First Closing of March 1, 2016. If the Plan is amended to

provide for a later projected date for the First Closing, Purchasers will be entitled to an offer of rescission if the First Closing occurs more than twelve (12) months beyond that amended, later date. Such right of rescission shall be offered in an amendment to all Purchasers, with not less than fifteen (15) days to exercise such right. **TIME SHALL BE OF THE ESSENCE WITH RESPECT TO PURCHASER'S RIGHT TO EXERCISE SUCH RESCISSION RIGHT.** However, even if the First Closing occurs before March 1, 2016 or a later projected date, the closing of subsequent Units could be substantially delayed beyond the date of such First Closing if a temporary certificate of occupancy has not been issued for such Units or for the floor on which such Units are located. In such case, a Purchaser will not be entitled to a right of rescission or to make claims against the Sponsor for damages or losses as a result of such delays and will not be excused from paying the full Purchase Price for the Unit and the Sponsor may schedule the closings of title to other Units significantly later than the date of the First Closing. The Sponsor is not obligated to schedule Purchaser's closing within any specified time frame or to ensure that closing of title to Purchaser's Unit will occur by any date certain. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT. Purchasers should note that: (i) Units will be completed at different times over a period that may begin prior to and/or extend significantly beyond the date of the First Closing, and (ii) Units on higher floors generally close later than Units on lower floors. The current projected order of completion of the Buildings is as follows: the 145 Building, followed by the 140 Building, the 150 Building, the 160 Building, the 155 Building, the 133 Building, the 135 Building, the 137 Building, the 139 Building, and then the 141 Building; provided that Sponsor may modify the order of completion as Sponsor deems necessary in its sole discretion. Sponsor will have no liability to any Purchaser, nor will a Purchaser be entitled to any credit, offset or reduction in the Purchase Price for the Unit if the First Closing occurs earlier or later than the projected date, or the time to complete or to close title to any Unit is delayed or postponed by Sponsor. The unavailability of Storage Bin Licenses and/or Parking Space Licenses shall not give rise to any rescission rights to any Purchaser.

In the event the actual or anticipated commencement date of the first year of condominium operation is to be delayed by 6 months or more, Sponsor will amend the Plan to include a revised budget with updated projections and, if Residential Unit Owner's monthly Common Charges in the amended budget exceed those in the latest budget set forth in the Plan by 25% or more, Sponsor will offer all Purchasers the right to rescind their Option Agreements within 15 days of the Presentation Date of the amendment containing such revised budget. Any Purchasers electing rescission pursuant to such offer will have their Premium Payments and any interest accrued thereon returned, except for funds expended by or reimbursed to Sponsor for upgrades or extras.

**Building Standard Services and Facilities**

The services and facilities described below will be provided to Residential Unit Owners and are included in the Common Charges paid by such Residential Unit Owners, unless otherwise specified below.

a. Doorman/Concierge

There will be a doorman or concierge stationed in the residential lobbies 24 hours a day, 7 days a week. The main entrance to each Building will be available 24 hours a day, 7 days a week. The hours and duties of the doorman/concierge may be reduced until certain occupancy levels in the Condominium are achieved. However, at all times after the First Closing of a Residential Unit, the residential lobbies of any Building for which a Unit has closed will be attended 24 hours a day, 7 days a week by a doorman or concierge.

b. Building Staff

The staff of the Condominium will be supervised by the Resident Manager. The staff shall be assigned such hours of duty as are necessary for the comfortable occupancy of all Unit Owners.

c. Residential Elevator Service.

All automatic passenger elevators serving multiple Unit Owners will be in service 24 hours a day, 7 days a week. Purchasers should refer to the Description of the Property and Improvements set forth in Part II for further details concerning the passenger elevators. Sponsor reserves the right to restrict access to any residence with direct elevator access (including, but not limited to, a full floor Residential Unit or Townhouse Unit), solely to the individual owner/occupant of such Unit, by way of elevator lock off, hallway restriction, or other means permissible by Law.

d. Bicycle Storage

There will be bicycle storage in the cellar level of Condominium that can accommodate approximately 100 bicycles. Bicycle Storage will be available to Residential Unit Owners on a first come first served basis, although the Condominium Board may implement Rules and Regulations with respect thereto.

e. Telecommunications

The Buildings will be pre-wired for telephone, cable television and internet services to the Residential Units. Residents will be able to subscribe for telephone, television and internet services. Charges for activating cable television or DSTS service, installing and attaching appropriate receptacles, additional installations and monthly usage charges will be determined by and payable directly to the cable company or DSTS company, as applicable, by each resident subscribing for and activating such service. Sponsor reserves the right to enter into an agreement with a service provider to provide a building wide internet access package, the monthly cost of which will be paid by the Condominium Board and billed to each Residential Unit Owner as a Residential Common Expense.

f. Mail

All incoming mail will be delivered by the United States Postal Service and deposited by its personnel as follows: The Townhouse Units will receive mail at mail boxes adjacent to their respective front doors, and packages delivered to the 145 Building. All other Residential Unit Owners will receive mail in mail boxes in the mailrooms located in their respective residential lobbies. Sponsor reserves the right to eliminate or modify mailboxes from the design of the Condominium, and/or to have the mail delivered to each Residential Unit by Condominium staff. Packages for all Buildings will be received by the concierge, following approval of this arrangement by the US Post Office.

g. Laundry Facilities

Each Residential Unit will contain a washing machine and dryer. There will also be two common laundry rooms located on the cellar floor of the 145 Building and 160 Building in the Condominium.

h. Refuse Disposal

There will be recycling bins and access to refuse chutes located on each floor containing Residential Units. The refuse chutes will lead directly to a compactor located in the compactor rooms in the cellar.

i. Communication Facilities and Intercom System

Each Residential Unit will be equipped with an intercom telephone system which will enable the occupants to communicate directly with the concierge and/or doorman over a standard touch tone telephone. Sponsor reserves the right to substitute an alternate service to enable communication between the concierge and the residents.

j. Smoke and Carbon Monoxide Detector/Sprinklers

A combination smoke and carbon monoxide detector will be provided in each Residential Unit in compliance with the Law. Additionally, the Buildings will be fully sprinklered in compliance with the Law.

k. Service Entrances

There will be service entrances located on 145 West 11th Street, 160 West 12th Street, 150 West 12th Street, and 140 West 12th Street; and an auxiliary service entrance on Seventh Avenue. These service entrances shall be available between the hours of 8:00 A.M. to 9:00 P.M., 7 days per week.

l. Amenity Facilities

The following facilities are available only to residents of the Condominium (except as specified below) which, for the purposes of this section, shall mean the Residential Unit Owners, their tenants and guests. Certain Amenity Facilities, as set forth below, may require an additional fee or deposit to offset costs associated with such Amenity Facilities.

(1) Screening Room

There will be a screening room which will be available for the exclusive use of the residents of the Condominium located as shown on the Floor Plans. It shall be equipped with seating, wet bar, projector, projector screen and audio-system. The use of the screening room by the residents of the Condominium will be subject to such other Rules and Regulations as may be promulgated from time to time by the Condominium Board, including, but not limited to, the payment of a fee for the reservation of and use of the screening room, as well as the provision of such security deposit as the Condominium Board deems reasonable.

(2) Dining Room

There will be a dining room which will be available for the exclusive use of the residents of the Condominium located on the ground floor overlooking the Courtyard/Garden as shown on the Floor Plans. There will be a guest chef kitchen located adjacent to the dining room. The use of the dining room and kitchen by the residents of the Condominium will be subject to such other Rules and Regulations as may be promulgated from time to time by the Condominium Board, including, but not limited to, the payment of a fee for the reservation of and use of the dining room, as well as the provision

of such security deposit as the Condominium Board deems reasonable. Neither Sponsor nor the Condominium Board shall be responsible for providing dining supplies, food or atypical maintenance to the resident.

(3) Lounge

There will be a lounge located on the ground floor adjacent to the dining room as shown on the Floor Plans which will be available for the exclusive use of the residents of the Condominium. It will be decorated with upholstered furniture, tables, chairs, rugs and accessories.

(4) Children's Recreation Room

There will be a children's recreation room which will be available for use of the residents of the Condominium, located on the ground floor overlooking the Courtyard/Garden. The use of the children's recreation room by the residents of the Condominium will be subject to the Rules and Regulations as may be promulgated from time to time by the Condominium Board, including, but not limited to, the payment of a fee for the reservation of and use of the children's recreation room, as well as the provision of such security deposit as the Condominium Board deems reasonable. As the children's recreation room will not be staffed by the Condominium, residents and/or their caregivers must accompany and monitor children while in the children's recreation room.

(5) Ancillary Room

There will be an ancillary room located on the cellar level within the Exercise Facility as shown on the Floor Plans and will be available for use of the residents of the Condominium. It is anticipated to contain exercise or related fitness or sporting equipment. The use of the ancillary room by the residents of the Condominium will be subject to the Rules and Regulations as may be promulgated from time to time by the Condominium Board, including, but not limited to, the payment of a fee for the reservation of and use of the ancillary room, as well as the provision of such security deposit as the Condominium Board deems reasonable.

(6) Exercise Facility

An Exercise Facility comprised of approximately 12,165 square feet (inclusive of the ancillary room) will be located in the cellar level of the Building as shown on the Floor Plans. It will include state-of-the-art exercise equipment to accommodate aerobic and strength training. There will also be a swimming pool of approximately 18' wide by 82' long and having a depth ranging from 4'-0" to 4'-6", women's and men's lockers and separate connected rooms for use in relation to the Exercise Facility. The Exercise Facility will be available to residents of the Condominium and unit owners of 130 West 12th Street Condominium to the extent the condominium's share in such Amenity Facilities pursuant to a written agreement with the Condominium. Additional fees may be charged and restrictions may be placed by the Condominium Board with respect to use of the Exercise Facility by guests or tenants of the Residential Unit Owners.

(7) Courtyard/Garden

The residents will have use of the outdoor Courtyard/Garden located on the ground floor between the Buildings, as shown on the Unit Floor Plans, which is accessible from some of the residential lobbies. It will provide for a tranquil environment incorporating landscaping, a fountain, a pavilion and seating areas. The use of the Courtyard/Garden by the residents of the Condominium and their guests will

be subject to such other Rules and Regulations as may be promulgated from time to time by the Condominium Board. The Courtyard/Garden will be closed at 11:00 P.M. No pets shall be permitted in the Courtyard/Garden.

m. Residential Lobbies

The residential lobbies will contain furniture, equipment and accessories for the use and enjoyment of the residents of the Condominium.

n. Sales Center Furniture, Furnishings and Equipment

Sponsor reserves the right to utilize any sales center furniture, accessories and equipment through-out various parts of the Buildings. All such furniture, accessories and equipment, however, will be re-conditioned, if needed.

o. Landscaped Areas

To promote a visually aesthetic appearance, Sponsor will install landscaping in portions of areas shown as General Common Element and Residential Common Element on the Floor Plans, as described in the Description of Property and Improvements set forth as an exhibit in Part II of the Plan.

r. Certain Limited Amenities appurtenant to Certain Buildings.

The 150 Building and the 145 Building will each have a gated semi-private garden between their respective lobbies and the Courtyard/Garden that will be available only for the use and enjoyment of occupants of such Building. Access to these gated semi-private gardens will be limited to the occupants of such Building from its respective lobby, or via a special pass key.

**Safety Procedures**

The Condominium Board is vested with the responsibility of devising and carrying out safety procedures with respect to the Buildings. Such procedures may be adopted and from time to time changed by the Condominium Board as the Condominium Board, in its discretion, determines to be appropriate to secure the Buildings. It is anticipated that the safety procedures will be as follows:

All main entrances (except the Townhouses) will be monitored by a doorman or concierge. While Unsold Units are being offered for sale or lease by Sponsor or its designee, Prospective Purchasers will be accompanied by a representative of the Sponsor or of the Selling Agent at all times that such Prospective Purchaser is in the Condominium.

Purchasers should be advised that within the Condominium, there may be certain access restrictions for safety purposes adopted by the Sponsor and/or the Condominium Board that may limit access to certain residential lobbies or hallways for individuals that do not directly reside in the Building in which such residential lobbies or hallways are located.

No representation, guarantee or warranty is made, nor assurance given, that the safety systems and procedures of the Condominium will prevent personal injury or damage to or loss of personal property. While Unsold Units are being offered for sale or lease by Sponsor or its designee, there will be a greater number of visitors to the Condominium than would otherwise be the case. No representation is being made and no assurance is given as to when such selling or leasing activity will terminate. Neither Sponsor or its designee, Selling Agent nor Managing Agent shall be liable or responsible for any personal

injury or for any loss or damage to personal property which may result from the failure of the Condominium's safety system and procedures, provided that any such failure is not caused by the negligence of the Sponsor or its designee, the Managing Agent or their respective agents.

**Leadership in Energy and Environmental Design™ (LEED™) Green Building Rating System**

Application is being made by the Sponsor for LEED certification of the Condominium from the US Green Building Council (USGBC). LEED is a green building rating system which evaluates environmental performance from a whole-building perspective, providing a definitive standard for what constitutes a "green building." The intent of LEED is to assist in the creation of high performance, healthful, durable and environmentally sound buildings. LEED is a performance-oriented system where points are earned for satisfying performance criteria. Different levels of green building certification are awarded based on the total points earned. Sponsor is attempting to obtain LEED certification. No representation is made that Sponsor shall obtain the LEED certification or if obtained, at what level, or that the Condominium will be able to maintain such certification, if given.

**Amenity Facilities Management and Availability**.

There will be amenity facilities (the "Amenity Facilities") located on portions of ground and cellar floors of the Condominium, as shown on the Unit Floor Plans set forth as an exhibit in Part II of this Plan, which will be a Residential Common Element. The Amenity Facilities will initially include a screening room, dining room and kitchen, lounge, and children's recreation room. In addition, the Amenity Facilities will contain a fitness center (the "Exercise Facility") containing a certain limited amount of exercise equipment, a swimming pool, women's and men's lockers and a separate ancillary room. The Exercise Facility is currently anticipated to be open from (a) 5:30 a.m. to 9:30 p.m., Monday through Friday, and 7:00 a.m. to 8:00 p.m. on Saturdays and Sundays (except for the pool which may have different hours of operation) or as otherwise determined by the Condominium Board. The rights to utilize the Exercise Facility shall be further subject to any requirements and restrictions included in any written Exercise Facility membership agreement/release that may be required by any Amenity Operator. Sponsor makes no representation that these hours and days will not be modified. The Condominium shall comply with all laws with respect to the operation of the Amenity Facilities. The Declaration also provides that the operation of the Amenity Facilities shall be operated by the Condominium.

The Sponsor has reserved the right, without the obligation, to cause the Condominium to enter into an agreement (the "Amenities Operating Agreement") with a third party operator (the "Amenities Operator") to operate the Amenity Facilities, or any portion thereof. Except as otherwise provided herein, the Condominium will be responsible for all costs incurred in operating and maintaining the Amenity Facilities and shall be responsible for the proper maintenance and staffing as may be required by law for the Amenity Facilities and the equipment and machinery contained therein, the costs for which will be allocated to and paid for by the Residential Unit Owners. The Non-Residential Units shall not be responsible for the cost of the Amenity Facilities because they will have no right to utilize the same. Residential Unit Owners will have the right to use the Amenity Facilities, subject to the Declaration and By-Laws and to any rules and regulations promulgated from time to time by the Condominium Board. Sponsor has obtained an estimate from The Wright Fit for the purposes of estimating the cost of the Amenities Facilities in the First Year's Budget, but makes no representation that The Wright Fit will be the initial Amenities Operator.

Sponsor is in discussions with potential initial Amenities Operators to operate the Exercise Facility within the Amenity Facilities and provide supervision for the pool but no Amenities Operator has been selected at this date. Sponsor makes no guarantee or representation that any particular operator will continue to operate the Exercise Facility within the Amenity Facilities beyond the terms of any Amenities

Operating Agreement, or that any Amenities Operator will perform its obligations under the Amenities Operating Agreement. During the term of the Amenities Operating Agreement, any such operator will likely have the exclusive right to manage the Exercise Facility within the Amenity Facilities and the pool and accordingly, during this period, the Condominium Board will not have the right to create or allow any affiliation with another fitness facility, personal trainer or similar business in the Condominium.
The Common Charges include the budgeted amounts for the maintenance and operation of the Amenity Facilities, even though each Residential Unit Owner may not avail themselves of such services.

Prospective Purchasers are advised that until such time as Sponsor has conveyed title to 75% of the Residential Units, some of the services and facilities described in the Plan (such as a full staff of Condominium personnel and usage of Amenity Facilities) may not be available. Purchasers should also be aware that the hours and dates for move-ins, move-outs and/or construction work, as well as the use of the passenger and/or service elevators, will be restricted during the period that Sponsor is completing construction of the Condominium. However, at all times after the First Closing, the residential lobbies for occupied Buildings (other than Townhouse Units) will be attended 24 hours a day, 7 days a week and the interim level of staffing will be adequate to maintain any such occupied Building. Additionally, it is anticipated that for a significant period of time following the First Closing through, including and beyond the closing of title to any particular Purchaser's Unit, work should be expected to be undertaken and performed by or on behalf of Sponsor to complete construction of the Condominium, including without limitation, the Units, the Amenity Facilities, the decoration or finishing of the residential lobbies, corridors, elevator finishes and other portions of the Condominium, including installing light fixtures, painting, hanging wall coverings, laying carpeting and planting of gardens. All of the foregoing work and conditions may create a noisy and otherwise disruptive condition in the Condominium during the period such work is being performed. The Condominium Board may refuse to permit a Unit Owner to perform alterations in a Unit until such time as the Condominium has been completed and a FCO has been obtained. In the event any Residential Unit Owner wishes to undertake construction or an alteration, such Residential Unit Owner shall be required to execute a Construction Agreement, the form of which is set forth as an exhibit in Part II of the Plan. Certain services, such as telecommunications and other similar services provided by outside suppliers, may not be available until occupancy in the Condominium has reached certain levels. In addition, the presence of hoists or construction elevator shafts or similar temporary construction facilities, may delay the closing of title to certain Units until such hoists, elevators or temporary facilities are no longer needed and are removed and construction is completed.

**130 West 12th Street Condominium Participation in Amenity Facilities.**

Sponsor agreed to make a one time offer to the neighboring condominium building, 130 West 12th Street, New York, New York ("130 Condominium") of the right for all of its unit owners to share in the use of the Exercise Facility (the "Shared Amenities"). If when offered the board of managers of the 130 Condominium elects on behalf of all unit owners ("130 Unit Owners"), to share such Amenities by execution and delivery of a Shared Amenities Agreement (as described below), the Unit Owners will share the Shared Amenities with the 130 Unit Owners. The group of persons comprising the 130 Unit Owners who have access to the Shared Amenities shall not be broader than the users permitted with respect to Unit Owners at the Condominium, and may be less broad. If offered and accepted, such shared use would be formalized by the execution of a written agreement between Sponsor, on behalf of the Condominium, and the condominium board of the 130 Condominium (the "Shared Amenities Agreement") on behalf of all of the 130 Unit Owners.

The Shared Amenities Agreement shall have a term as determined by Sponsor, but in no event less than five (5) years, and shall require the 130 Condominium to pay a share of the annual costs of the Shared Amenities, as the same may increase or decrease during the term of the Agreement (the "Annual Shared Amenities Charge"). The Annual Shared Amenities Charge will include the actual costs of the

third party operator as well as various other items that are components of Common Charges and future assessments that relate to the area of the Shared Amenities. The initial Annual Shared Amenities Charge shall be the Sponsor's calculation of the 130 Condominium's share of the total costs to the Condominium of the expenses that are applicable to the Shared Amenities. Subject to usage by the 130 Condominium as set forth in the Shared Amenities Agreement, the method of operating and costs of operating the Shared Amenities in future shall be in the sole discretion of the Condominium Board.

If the 130 Condominium executes the Shared Amenities Agreement and pays the Annual Shared Amenities Charge required thereunder, the Common Charges set forth in Schedule A for the First Year of Condominium Operation and for subsequent years will be reduced by the amount so paid. It is currently contemplated that such reduction will be less than 1.75% of the total amount of the budget set forth in Schedule A. In the event that 130 Condominium does not execute the Shared Amenities Agreement, or if the Shared Amenities Agreement is executed but the Annual Shared Amenities Charge is not timely paid by 130 Condominium, or if the Shared Amenities Agreement is terminated by reason of a default thereunder, the Common Charges of Residential Unit Owners hereunder will not be so reduced, or may be increased to make up the difference. It is currently unknown as to whether 130 Condominium will share the Shared Amenities and in either event such sharing or lack of sharing and the resulting contribution or lack of contribution to the Common Charges paid by the 130 Condominium will not be deemed to have a material adverse effect on Purchasers or Unit Owners.

Procedures providing for reasonable access to the Shared Amenities by the 130 Unit Owners while maintaining safety for the Condominium will be established by Sponsor in the Shared Amenities Agreement and may be reasonably modified from time to time by the Condominium Board. Except for the Residential Unit Owners (and their tenants and guests subject to certain restrictions) and the 130 Unit Owners, no other individuals may use the Amenity Facilities.

## LOCATION AND AREA INFORMATION

### Location and Services.

#### Location

The Condominium is located at West 11th Street and West 12th Street New York, New York 10011, between Sixth Avenue and Seventh Avenue, with frontage on West 11th Street, West 12th Street and Seventh Avenue. It is in the area of Manhattan known as the West Village.

#### Transportation

New York City is served by three major airports: John F. Kennedy International Airport, LaGuardia Airport, and Newark International Airport. Regional railroad service is provided from Pennsylvania Station, located at Seventh Avenue and 33rd Street, and from Grand Central Station, located at Park Avenue and 42nd Street.

Public transportation is readily available. Transportation to and from the Condominium, and throughout New York City, is available by taxi/hired car, private automobile, subway or bus. Subways within very close proximity include the 1, 2, and 3 at Seventh Avenue and 14th Street, the F and M at Sixth Avenue and 14th Street, the A, C, and E at Eighth Avenue and 14th Street, the L at both Sixth Avenue and 14th Street and Eighth Avenue and 14th Street, the B and D (as well as F and M) at West 4th Street and Sixth Avenue. The PATH, with train service to New Jersey, can be accessed at Sixth Avenue

and 9th Street or at Christopher Street and Hudson Street. The bus routes within close proximity include M5, M20, M8, M2, and M3. A number of commercial parking garages are located nearby.

**Educational, Medical and Religious Facilities**

Private schools, public schools and parochial schools on the elementary, junior high school and high school levels are located within a short distance of the Condominium. The Condominium is located in Public School District 2, which is one of the strongest school districts in Manhattan. PS 41 at 116 West 11th Street and PS 3 at 490 Hudson Street are the local public elementary schools as of the 2012/2013 school year and a new public elementary school, M340 at 590 Avenue of the Americas, is planned to open in the 2014/2015 school year. MS 104 is the area's middle school, Simon Baruch Middle School. Outstanding private schools in the area include Village Community School at 272 West 10th Street, Little Red School House at 40 Charlton Street, West Village Nursery School at 73 Horatio Street, and St. Luke's School at 487 Hudson Street. Additionally, there are public high schools with various specialties within the city with entrance by competition or examination, such as Stuyvesant High School, The High School for Performing Arts and the Bronx High School of Science. There are many colleges, universities, and graduate schools in New York City, including the nearby and prestigious New York University, The New School, Cooper Union, and Benjamin Cardozo Law School. Other universities easily accessible by public transportation include Pace University, the Fashion Institute of Technology, Fordham University, and Columbia University. This listing of schools is not all-inclusive and no representation is made that a Unit Owner's family will be entitled to attend any particular school.

A number of excellent medical facilities are accessible in the downtown area of Manhattan, including Beth Israel Medical Center, Bellevue Hospital, The New York Eye and Ear Infirmary, and the NYU Downtown Hospital.

There are houses of worship of most major denominations in the vicinity of the Building, including St John's In the Village at 224 Waverly Place, Village Church of NYC at 232 West 11th Street, Church of Saint Luke at 487 Hudson Street, Our Lady of Pompei Church at 25 Carmine Street, Saint Veronica's Church at 149 Christopher Street, Saint John's Evangelical Lutheran at 83 Christopher Street, Village Community Church, The Church of the Village at 201 West 13th Street, Saint Joseph's Catholic Church at 371 Sixth Avenue, Church of the Ascension at 12 West 11th Street, and Saint Xavier's Church at 46 West 16th Street, Congregation Darech Amuno at 53 Charles Street, Grace Church at 802 Broadway, Congregation Beit Simchat Torah at 57 Bethune Street, Village Temple at 33 East 12th Street, and Conservative Synagogue of Fifth Avenue at 11 East 11th Street.

**Municipal Services**

The City of New York will provide water, sanitation, road maintenance, police and fire services to the Condominium. The local fire station is Squad 18, located at 132 West 10th Street, New York, New York. The local police station is the Sixth Precinct, located at 229 West 10th Street. Public services also include public transportation, library services, post office services and social services.

**Surrounding Area, Shopping, Museums, Theatre and Parks**

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

The West Village is one of Manhattan's most historic and culturally-interesting neighborhoods, as well as one of the most beautiful and charming. The area is bounded roughly by West 14th Street to the north, Houston Street to the south, Sixth Avenue to the east and the Hudson River to the west. The West Village is geographically convenient and a professionally, culturally and ethnically diverse area. The neighborhood has a vibrant daytime and nightlife scene and it continually expands its base of restaurants, bars, hotels and shops. Bleecker Street in particular has gained notoriety as of recent for its quaint and high-end boutique shops. The Meatpacking District and West Chelsea are not much further than Bleecker Street and offer numerous and trendy shops, restaurants, nightlife venues, art galleries and hotels. SoHo and other fashionable neighborhoods are easily accessible from the Condominium.

The West Village is a well-established residential neighborhood. The housing stock in the West Village consists of mostly low-rise and medium-rise buildings, as well as a large number of historic townhouses. There is generally an abundance of light and air in the neighborhood, but no representation is made that future construction in the neighborhood surrounding the Property will not result in obstruction of the views from any windows, Terraces or roofs in the Condominium. There is no warranty as to any light, views or air with respect to any Unit.

The Condominium is situated close to a number of parks. The Hudson River Park is the largest; it is a waterside park on the Hudson River that extends from Battery Park up to 59th Street, where it merges with Riverside Park. Bicycle and pedestrian paths, including the Manhattan Waterfront Greenway, span the park from north to south, opening up the waterfront for relaxation and recreational use. The park includes green spaces, children's playgrounds, playing fields (ex. tennis and soccer fields), dog runs, recreational piers, and restaurant/food venues, among many other features. The park is 550 acres, the biggest in Manhattan after Central Park. Washington Square Park is also located nearby. It is one of the best-known of the city's public parks. At 9.75 acres, it is a landmark in the Manhattan neighborhood of Greenwich Village, as well as a meeting place and center for cultural activity. The park's two most prominent features are Washington's Arch and a large central fountain; the park includes children's play areas and two dog runs. Other more intimate parks in the area include Jackson Square, Abington Square, Bleecker Playground, Sheridan Square, Jefferson Market Garden, James Walker Park and the Village Green. Union Square is also within close proximity, with its large green space (3.59 acres) lined with numerous shops, restaurants and entertainment establishments. The High Line has been an exciting new addition to the city's green space, running from Gansevoort Street in the Meatpacking District north to 34th Street on an abandoned elevated railroad.

**Mailing Address**

The mailing addresses for the Units will be 140 West 12th Street (the 140 Building will also include addresses at 144 West 12th Street and 136 West 12th Street), 150 West 12th Street (the 150 Building will also include 158 West 12th Street and 152 West 12th Street, 160 West 12th Street, 155 West 11th Street (the 155 Building will also include addresses at 1 Seventh Avenue, 7 Seventh Avenue, and 15 Seventh Avenue), 145 West 11th Street, 141 West 11th Street, 139 West 11th Street, 137 West 11th Street, 135 West 11th Street and 133 West 11th Street, New York, New York 10011.

**Zoning**

The Condominium is located in the Greenwich Village Historic District and is zoned R6. Manhattan Community Board 2 oversees the West Village neighborhood.

**Adjoining Property**

On the east side of the Condominium on West 11th Street is a four (4) story residential building. On the east side of the Condominium on West 12th Street is a thirteen (13) story residential building. To the west of the Condominium is Seventh Avenue. To the north of the Condominium is West 12th Street, and to the south of the Condominium are four (4) and five (5) story residential buildings on West 11th Street.

Sponsor owns no other property in the immediate vicinity of the Building but an affiliate of Sponsor was the sponsor of the 130 West 12th Street Condominium, located at 130 West 12th Street, New York, New York.

**General**

Sponsor makes no representations to the continued existence of any of the named establishments or transportation lines. Additionally, no representation is made that the future construction in the neighborhood surrounding the Condominium will not result in the obstruction of the light, air or views from any windows, Terraces or roofs of the Condominium.

**SCHEDULE A**

**THE GREENWICH LANE**
**133-155 WEST 11TH STREET**
**140-160 WEST 12TH STREET**
**NEW YORK, NY**

**PURCHASE PRICES AND RELATED INFORMATION**

**PROJECTED COMMON CHARGES AND REAL ESTATE TAXES ARE FOR THE FIRST YEAR OF CONDOMINIUM OPERATION MARCH 1, 2016-FEBRUARY 28, 2017**

| | (1) UNIT | NO. BED-ROOMS | NO. BATHS | NO. HALF BATHS | (2) APPROX UNIT SQUARE FOOTAGE | (2) APPROX EXTERIOR SQUARE FOOTAGE | (3) PURCHASE PRICE | (4) RESIDENTIAL COMMON INTEREST | (4) COMMON INTEREST | (5) PROJECTED MONTHLY COMMON CHARGES | (5) PROJECTED ANNUAL COMMON CHARGES | (6) PROJECTED MONTHLY RE TAXES | (6) PROJECTED ANNUAL RE TAXES | (7) PROJECTED TOTAL MONTHLY CARRYING CHARGES | (8) ALLOCATION OF RESIDENT MANAGERS UNIT PURCHASE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Townhouses | 133 | 4 | 4 | 3 | 6574 | 1632 | $23,000,000 | 1.3644% | 1.2501% | $11,813.66 | $141,763.88 | $11,579 | $138,947 | $23,393 | $42,512.05 |
| Townhouses | 135 | 5 | 5 | 3 | 6998 | 1249 | $25,000,000 | 1.4286% | 1.3089% | $12,369.06 | $148,428.74 | $12,123 | $145,479 | $24,492 | $44,510.70 |
| Townhouses | 137 | 5 | 5 | 3 | 7051 | 1187 | $25,250,000 | 1.4359% | 1.3156% | $12,432.51 | $149,190.14 | $12,185 | $146,226 | $24,618 | $44,739.03 |
| Townhouses | 139 | 5 | 5 | 3 | 6979 | 1194 | $25,000,000 | 1.4222% | 1.3030% | $12,313.65 | $147,763.77 | $12,069 | $144,828 | $24,383 | $44,311.30 |
| Townhouses | 141 | 5 | 5 | 3 | 7357 | 1214 | $26,500,000 | 1.4970% | 1.3716% | $12,961.69 | $155,540.28 | $12,704 | $152,450 | $25,666 | $46,643.31 |
| 145 West 11th Street | 1 | 0 | 1 | 0 | 1092 | 602 | $3,770,000 | 0.2428% | 0.2225% | $2,102.33 | $25,227.96 | $2,061 | $24,727 | $4,163 | $7,565.34 |
| 145 West 11th Street | 2 | 5 | 5 | 1 | 5715 | 611 | $16,900,000 | 1.1524% | 1.0559% | $9,977.97 | $119,735.64 | $9,780 | $117,356 | $19,758 | $35,906.24 |
| 145 West 11th Street | 3 | 5 | 4 | 1 | 4529 | 83 | $15,500,000 | 0.8980% | 0.8228% | $7,775.23 | $93,302.80 | $7,621 | $91,449 | $15,396 | $27,979.58 |
| 145 West 11th Street | 4 | 5 | 4 | 1 | 4529 | 83 | $16,000,000 | 0.9025% | 0.8269% | $7,813.72 | $93,764.69 | $7,658 | $91,902 | $15,472 | $28,118.09 |
| 145 West 11th Street | 5 | 5 | 4 | 1 | 4513 | 83 | $16,750,000 | 0.9037% | 0.8280% | $7,824.60 | $93,895.22 | $7,669 | $92,030 | $15,494 | $28,157.23 |
| 145 West 11th Street | 6 | 5 | 4 | 1 | 4537 | 83 | $17,750,000 | 0.9130% | 0.8365% | $7,904.58 | $94,854.98 | $7,748 | $92,970 | $15,652 | $28,445.04 |
| 145 West 11th Street | 7 | 5 | 4 | 1 | 4537 | 83 | $18,250,000 | 0.9174% | 0.8405% | $7,943.14 | $95,317.68 | $7,785 | $93,424 | $15,728 | $28,583.80 |
| 145 West 11th Street | 8 | 5 | 4 | 1 | 4537 | 83 | $19,000,000 | 0.9219% | 0.8446% | $7,981.70 | $95,780.39 | $7,823 | $93,877 | $15,805 | $28,722.56 |
| 145 West 11th Street | PH | 3 | 3 | 2 | 4927 | 1522 | $25,000,000 | 1.0787% | 0.9883% | $9,339.59 | $112,075.09 | $9,154 | $109,848 | $18,494 | $33,609.00 |
| 155 West 11th Street | S1 | 0 | 1 | 0 | 628 | | $1,585,000 | 0.1227% | 0.1124% | $1,062.59 | $12,751.03 | $1,041 | $12,498 | $2,104 | $3,823.77 |
| 155 West 11th Street | S2 | 0 | 1 | 0 | 507 | | $1,280,000 | 0.0991% | 0.0908% | $857.85 | $10,294.23 | $841 | $10,090 | $1,699 | $3,087.03 |
| 155 West 11th Street | S3 | 0 | 1 | 0 | 500 | | $1,260,000 | 0.0977% | 0.0895% | $846.01 | $10,152.10 | $829 | $9,950 | $1,675 | $3,044.40 |
| 155 West 11th Street | S4 | 0 | 1 | 0 | 567 | | $1,430,000 | 0.1108% | 0.1015% | $959.37 | $11,512.48 | $940 | $11,284 | $1,900 | $3,452.35 |
| 155 West 11th Street | S5 | 0 | 1 | 0 | 556 | | $1,400,000 | 0.1087% | 0.0996% | $940.76 | $11,289.13 | $922 | $11,065 | $1,863 | $3,385.38 |
| 155 West 11th Street | S6 | 0 | 1 | 0 | 694 | | $1,750,000 | 0.1356% | 0.1243% | $1,174.26 | $14,091.11 | $1,151 | $13,811 | $2,325 | $4,225.63 |
| 155 West 11th Street | 2G | 4 | 3 | 1 | 2973 | | $7,285,000 | 0.5839% | 0.5350% | $5,055.52 | $60,666.19 | $4,955 | $59,461 | $10,011 | $18,192.53 |
| 155 West 11th Street | 2H | 2 | 2 | 1 | 1670 | | $4,550,000 | 0.3280% | 0.3005% | $2,839.80 | $34,077.54 | $2,783 | $33,400 | $5,623 | $10,219.15 |
| 155 West 11th Street | 2J | 1 | 1 | 1 | 1206 | | $2,950,000 | 0.2369% | 0.2170% | $2,050.77 | $24,609.29 | $2,010 | $24,120 | $4,061 | $7,379.82 |
| 155 West 11th Street | 2K | 3 | 3 | 1 | 2262 | | $6,150,000 | 0.4443% | 0.4070% | $3,846.48 | $46,157.73 | $3,770 | $45,241 | $7,617 | $13,841.75 |
| 155 West 11th Street | 2L | 1 | 1 | 0 | 758 | | $1,960,000 | 0.1489% | 0.1364% | $1,288.96 | $15,467.53 | $1,263 | $15,160 | $2,552 | $4,638.39 |
| 155 West 11th Street | 2M | 1 | 1 | 1 | 1031 | | $2,650,000 | 0.2025% | 0.1855% | $1,753.19 | $21,038.29 | $1,718 | $20,620 | $3,472 | $6,308.95 |
| 155 West 11th Street | 3G | 4 | 3 | 1 | 2909 | 68 | $7,565,000 | 0.5775% | 0.5291% | $5,000.35 | $60,004.17 | $4,901 | $58,812 | $9,901 | $17,994.01 |
| 155 West 11th Street | 3H | 2 | 2 | 1 | 1670 | | $4,700,000 | 0.3296% | 0.3020% | $2,853.92 | $34,247.08 | $2,797 | $33,567 | $5,651 | $10,269.99 |
| 155 West 11th Street | 3J | 1 | 1 | 1 | 1206 | | $3,025,000 | 0.2380% | 0.2181% | $2,060.98 | $24,731.73 | $2,020 | $24,240 | $4,081 | $7,416.53 |
| 155 West 11th Street | 3K | 3 | 3 | 1 | 2262 | | $6,425,000 | 0.4465% | 0.4091% | $3,865.61 | $46,387.37 | $3,789 | $45,466 | $7,654 | $13,910.61 |

The space designated in the column captioned "Approx Exterior Square Footage" consist of terraces, balconies, gardens, patios, or yards appurtenant to the applicable Unit as a Limited Residential Common Element This space may not be legally used as a bedroom or living room and to do so may result in the issuance of a building code violation for the Condominium

**SCHEDULE A**

**THE GREENWICH LANE**
**133-155 WEST 11TH STREET**
**140-160 WEST 12TH STREET**
**NEW YORK, NY**

**PURCHASE PRICES AND RELATED INFORMATION**

**PROJECTED COMMON CHARGES AND REAL ESTATE TAXES ARE FOR THE FIRST YEAR OF CONDOMINIUM OPERATION MARCH 1, 2016-FEBRUARY 28, 2017**

| | (1) UNIT | NO. BED-ROOMS | NO. BATHS | NO. HALF BATHS | (2) APPROX UNIT SQUARE FOOTAGE | (2) APPROX EXTERIOR SQUARE FOOTAGE | (3) PURCHASE PRICE | (4) RESIDENTIAL COMMON INTEREST | (4) COMMON INTEREST | (5) PROJECTED MONTHLY COMMON CHARGES | (5) PROJECTED ANNUAL COMMON CHARGES | (6) PROJECTED MONTHLY RE TAXES | (6) PROJECTED ANNUAL RE TAXES | (7) PROJECTED TOTAL MONTHLY CARRYING CHARGES | (8) ALLOCATION OF RESIDENT MANAGERS UNIT PURCHASE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 155 West 11th Street | 3L | 1 | 1 | 0 | 758 | | $2,015,000 | 0.1496% | 0.1371% | $1,295.37 | $15,544.48 | $1,270 | $15,236 | $2,565 | $4,661.47 |
| 155 West 11th Street | 3M | 1 | 1 | 1 | 1031 | | $2,725,000 | 0.2035% | 0.1864% | $1,761.91 | $21,142.96 | $1,727 | $20,723 | $3,489 | $6,340.34 |
| 155 West 11th Street | 4G | 4 | 3 | 1 | 3251 | 68 | $8,700,000 | 0.6482% | 0.5939% | $5,612.45 | $67,349.42 | $5,501 | $66,011 | $11,113 | $20,196.70 |
| 155 West 11th Street | 4H | 2 | 2 | 1 | 1670 | | $4,800,000 | 0.3312% | 0.3035% | $2,868.05 | $34,416.62 | $2,811 | $33,733 | $5,679 | $10,320.83 |
| 155 West 11th Street | 4J | 1 | 1 | 1 | 1206 | | $3,075,000 | 0.2392% | 0.2192% | $2,071.18 | $24,854.16 | $2,030 | $24,360 | $4,101 | $7,453.25 |
| 155 West 11th Street | 4K | 3 | 3 | 1 | 2262 | | $6,625,000 | 0.4487% | 0.4111% | $3,884.75 | $46,617.01 | $3,808 | $45,691 | $7,692 | $13,979.48 |
| 155 West 11th Street | 4L | 1 | 1 | 0 | 758 | | $2,050,000 | 0.1504% | 0.1378% | $1,301.79 | $15,621.44 | $1,276 | $15,311 | $2,578 | $4,684.55 |
| 155 West 11th Street | 4M | 1 | 1 | 1 | 1031 | | $2,775,000 | 0.2045% | 0.1874% | $1,770.64 | $21,247.63 | $1,735 | $20,825 | $3,506 | $6,371.72 |
| 155 West 11th Street | 5G | 4 | 3 | 1 | 2909 | 68 | $8,750,000 | 0.5832% | 0.5344% | $5,049.86 | $60,598.27 | $4,950 | $59,394 | $9,999 | $18,172.17 |
| 155 West 11th Street | 5H | 2 | 2 | 1 | 1653 | | $5,025,000 | 0.3295% | 0.3019% | $2,852.84 | $34,234.09 | $2,796 | $33,554 | $5,649 | $10,266.09 |
| 155 West 11th Street | 5J | 1 | 1 | 1 | 1194 | | $3,175,000 | 0.2380% | 0.2181% | $2,060.67 | $24,728.07 | $2,020 | $24,237 | $4,080 | $7,415.44 |
| 155 West 11th Street | 5K | 3 | 3 | 1 | 2024 | 205 | $6,250,000 | 0.4137% | 0.3790% | $3,581.58 | $42,979.00 | $3,510 | $42,125 | $7,092 | $12,888.51 |
| 155 West 11th Street | 5L | 1 | 1 | 0 | 769 | | $2,110,000 | 0.1533% | 0.1404% | $1,327.18 | $15,926.20 | $1,301 | $15,610 | $2,628 | $4,775.94 |
| 155 West 11th Street | 5M | 1 | 1 | 1 | 1031 | | $2,875,000 | 0.2055% | 0.1883% | $1,779.36 | $21,352.30 | $1,744 | $20,928 | $3,523 | $6,403.11 |
| 155 West 11th Street | PH6 WEST | 5 | 5 | 1 | 3740 | 781 | $15,350,000 | 0.7883% | 0.7222% | $6,824.97 | $81,899.63 | $6,689 | $80,272 | $13,514 | $24,560.00 |
| 155 West 11th Street | PH6 EAST | 4 | 4 | 1 | 3153 | 1168 | $13,350,000 | 0.6901% | 0.6322% | $5,974.72 | $71,696.65 | $5,856 | $70,272 | $11,831 | $21,500.34 |
| 155 West 11th Street | PH7 WEST | 3 | 3 | 1 | 2516 | 945 | $11,050,000 | 0.5513% | 0.5051% | $4,773.27 | $57,279.27 | $4,678 | $56,141 | $9,452 | $17,176.87 |
| 155 West 11th Street | PH7 EAST | 3 | 3 | 1 | 2818 | 435 | $11,520,000 | 0.5862% | 0.5371% | $5,075.91 | $60,910.93 | $4,975 | $59,701 | $10,051 | $18,265.93 |
| 155 West 11th Street | 2B | 2 | 2 | 1 | 1755 | | $4,560,000 | 0.3447% | 0.3158% | $2,984.34 | $35,812.03 | $2,925 | $35,100 | $5,909 | $10,739.29 |
| 155 West 11th Street | 3B | 2 | 2 | 1 | 1670 | 68 | $4,480,000 | 0.3330% | 0.3051% | $2,882.98 | $34,595.71 | $2,826 | $33,908 | $5,709 | $10,374.54 |
| 155 West 11th Street | 4B | 2 | 2 | 1 | 1670 | 68 | $4,580,000 | 0.3346% | 0.3066% | $2,897.25 | $34,766.97 | $2,840 | $34,076 | $5,737 | $10,425.90 |
| 155 West 11th Street | 4C | 2 | 2 | 1 | 1934 | | $5,620,000 | 0.3836% | 0.3515% | $3,321.44 | $39,857.34 | $3,255 | $39,065 | $6,577 | $11,952.39 |
| 155 West 11th Street | 4D | 2 | 2 | 1 | 1871 | | $5,260,000 | 0.3711% | 0.3400% | $3,213.25 | $38,558.98 | $3,149 | $37,793 | $6,363 | $11,563.04 |
| 155 West 11th Street | 4E | 1 | 1 | 1 | 1367 | | $3,650,000 | 0.2711% | 0.2484% | $2,347.68 | $28,172.17 | $2,301 | $27,612 | $4,649 | $8,448.25 |
| 155 West 11th Street | 4F | 2 | 2 | 1 | 1941 | | $5,720,000 | 0.3850% | 0.3527% | $3,333.47 | $40,001.60 | $3,267 | $39,207 | $6,601 | $11,995.65 |
| 155 West 11th Street | 4A | 1 | 1 | 1 | 1662 | | $3,950,000 | 0.3297% | 0.3020% | $2,854.31 | $34,251.75 | $2,798 | $33,571 | $5,652 | $10,271.39 |
| 155 West 11th Street | 5B | 2 | 2 | 1 | 1670 | 68 | $4,700,000 | 0.3363% | 0.3081% | $2,911.52 | $34,938.24 | $2,854 | $34,244 | $5,765 | $10,477.25 |
| 155 West 11th Street | 5C | 2 | 2 | 1 | 2243 | | $6,780,000 | 0.4471% | 0.4096% | $3,871.10 | $46,453.15 | $3,794 | $45,530 | $7,665 | $13,930.34 |
| 155 West 11th Street | 5A | 4 | 4 | 1 | 4587 | 2809 | $18,000,000 | 1.0543% | 0.9660% | $9,128.49 | $109,541.84 | $8,947 | $107,365 | $18,076 | $32,849.33 |
| 155 West 11th Street | 6B | 3 | 3 | 1 | 2398 | 153 | $7,300,000 | 0.4880% | 0.4471% | $4,225.23 | $50,702.75 | $4,141 | $49,695 | $8,367 | $15,204.70 |
| 155 West 11th Street | 6C | 2 | 2 | 1 | 1938 | | $6,030,000 | 0.3882% | 0.3557% | $3,361.11 | $40,333.27 | $3,294 | $39,532 | $6,655 | $12,095.11 |
| 155 West 11th Street | 6D | 2 | 2 | 0 | 1515 | | $4,720,000 | 0.3035% | 0.2780% | $2,627.49 | $31,529.88 | $2,575 | $30,903 | $5,203 | $9,455.16 |
| 155 West 11th Street | 6A | 4 | 4 | 1 | 3674 | 44 | $14,000,000 | 0.7381% | 0.6763% | $6,390.96 | $76,691.48 | $6,264 | $75,168 | $12,655 | $22,998.19 |
| 155 West 11th Street | 7B | 3 | 3 | 1 | 2398 | 153 | $7,450,000 | 0.4904% | 0.4493% | $4,245.84 | $50,950.08 | $4,161 | $49,938 | $8,407 | $15,278.87 |
| 155 West 11th Street | 7C | 2 | 2 | 1 | 1938 | | $6,250,000 | 0.3901% | 0.3574% | $3,377.50 | $40,530.01 | $3,310 | $39,725 | $6,688 | $12,154.11 |
| 155 West 11th Street | 7D | 2 | 2 | 0 | 1515 | | $4,895,000 | 0.3049% | 0.2794% | $2,640.31 | $31,683.68 | $2,588 | $31,054 | $5,228 | $9,501.28 |
| 155 West 11th Street | 7A | 4 | 4 | 1 | 3687 | 44 | $14,500,000 | 0.7444% | 0.6820% | $6,444.79 | $77,337.46 | $6,317 | $75,801 | $12,762 | $23,191.90 |
| 155 West 11th Street | 8B | 3 | 3 | 1 | 2383 | 153 | $7,600,000 | 0.4897% | 0.4487% | $4,240.18 | $50,882.18 | $4,156 | $49,871 | $8,396 | $15,258.51 |
| 155 West 11th Street | 8C | 2 | 2 | 1 | 1938 | | $6,370,000 | 0.3920% | 0.3591% | $3,393.90 | $40,726.76 | $3,326 | $39,918 | $6,720 | $12,213.11 |
| 155 West 11th Street | 8D | 2 | 2 | 0 | 1515 | | $4,995,000 | 0.3064% | 0.2808% | $2,653.12 | $31,837.48 | $2,600 | $31,205 | $5,254 | $9,547.40 |
| 155 West 11th Street | 8A | 3 | 3 | 1 | 3965 | 1264 | $18,000,000 | 0.8659% | 0.7933% | $7,497.04 | $89,964.53 | $7,348 | $88,177 | $14,845 | $26,978.50 |
| 155 West 11th Street | 9B | 3 | 3 | 1 | 2398 | 153 | $7,850,000 | 0.4951% | 0.4537% | $4,287.06 | $51,444.74 | $4,202 | $50,423 | $8,489 | $15,427.21 |
| 155 West 11th Street | 9C | 2 | 2 | 1 | 1938 | | $6,590,000 | 0.3939% | 0.3609% | $3,410.29 | $40,923.51 | $3,343 | $40,110 | $6,753 | $12,272.11 |
| 155 West 11th Street | 9D | 2 | 2 | 0 | 1515 | | $5,195,000 | 0.3079% | 0.2821% | $2,665.94 | $31,991.29 | $2,613 | $31,356 | $5,279 | $9,593.52 |
| 155 West 11th Street | 9A | 4 | 4 | 1 | 3951 | 44 | $16,525,000 | 0.8052% | 0.7378% | $6,971.92 | $83,663.03 | $6,833 | $82,001 | $13,805 | $25,088.81 |
| 155 West 11th Street | 10B | 3 | 3 | 1 | 2398 | 153 | $8,200,000 | 0.4975% | 0.4558% | $4,307.67 | $51,692.07 | $4,222 | $50,665 | $8,530 | $15,501.38 |
| 155 West 11th Street | 10C | 2 | 2 | 1 | 1938 | | $6,710,000 | 0.3958% | 0.3626% | $3,426.69 | $41,120.26 | $3,359 | $40,303 | $6,785 | $12,331.11 |
| 155 West 11th Street | 10D | 2 | 2 | 0 | 1515 | | $5,295,000 | 0.3094% | 0.2835% | $2,678.76 | $32,145.09 | $2,626 | $31,506 | $5,304 | $9,639.65 |
| 155 West 11th Street | 10A | 4 | 4 | 1 | 3951 | 44 | $17,025,000 | 0.8091% | 0.7413% | $7,005.44 | $84,065.25 | $6,866 | $82,395 | $13,872 | $25,209.43 |

The space designated in the column captioned "Approx Exterior Square Footage" consist of terraces, balconies, gardens, patios, or yards appurtenant to the applicable Unit as a Limited Residential Common Element This space may not be legally used as a bedroom or living room and to do so may result in the issuance of a building code violation for the Condominium

**SCHEDULE A**

**THE GREENWICH LANE**
**133-155 WEST 11TH STREET**
**140-160 WEST 12TH STREET**
**NEW YORK, NY**

**PURCHASE PRICES AND RELATED INFORMATION**

**PROJECTED COMMON CHARGES AND REAL ESTATE TAXES ARE FOR**
**THE FIRST YEAR OF CONDOMINIUM OPERATION MARCH 1, 2016-FEBRUARY 28, 2017**

| | (1) UNIT | NO. BED-ROOMS | NO. BATHS | NO. HALF BATHS | (2) APPROX UNIT SQUARE FOOTAGE | (2) APPROX EXTERIOR SQUARE FOOTAGE | (3) PURCHASE PRICE | (4) RESIDENTIAL COMMON INTEREST | (4) COMMON INTEREST | (5) PROJECTED MONTHLY COMMON CHARGES | (5) PROJECTED ANNUAL COMMON CHARGES | (6) PROJECTED MONTHLY RE TAXES | (6) PROJECTED ANNUAL RE TAXES | (7) PROJECTED TOTAL MONTHLY CARRYING CHARGES | (8) ALLOCATION OF RESIDENT MANAGERS UNIT PURCHASE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 155 West 11th Street | 11B | 3 | 3 | 1 | 2398 | 153 | $8,350,000 | 0.4999% | 0.4580% | $4,328.28 | $51,939.40 | $4,242 | $50,907 | $8,571 | $15,575.55 |
| 155 West 11th Street | 11C | 2 | 2 | 1 | 1938 | | $6,830,000 | 0.3977% | 0.3643% | $3,443.08 | $41,317.00 | $3,375 | $40,496 | $6,818 | $12,390.11 |
| 155 West 11th Street | 11D | 2 | 2 | 0 | 1515 | | $5,395,000 | 0.3109% | 0.2848% | $2,691.57 | $32,298.90 | $2,638 | $31,657 | $5,330 | $9,685.77 |
| 155 West 11th Street | 11A | 4 | 4 | 1 | 3951 | 44 | $17,525,000 | 0.8130% | 0.7449% | $7,038.96 | $84,467.48 | $6,899 | $82,789 | $13,938 | $25,330.05 |
| 155 West 11th Street | 12B | 2 | 2 | 1 | 2203 | 372 | $7,675,000 | 0.4734% | 0.4337% | $4,098.54 | $49,182.44 | $4,017 | $48,205 | $8,116 | $14,748.80 |
| 155 West 11th Street | 12C | 2 | 2 | 1 | 1777 | | $6,420,000 | 0.3664% | 0.3357% | $3,172.08 | $38,064.98 | $3,109 | $37,309 | $6,281 | $11,414.90 |
| 155 West 11th Street | 12D | 2 | 2 | 0 | 1505 | | $5,495,000 | 0.3103% | 0.2843% | $2,686.54 | $32,238.49 | $2,633 | $31,598 | $5,320 | $9,667.66 |
| 155 West 11th Street | 12A | 4 | 4 | 1 | 3949 | 44 | $18,225,000 | 0.8164% | 0.7480% | $7,068.91 | $84,826.86 | $6,928 | $83,141 | $13,997 | $25,437.82 |
| 155 West 11th Street | 14B | 3 | 3 | 1 | 2547 | 153 | $9,250,000 | 0.5355% | 0.4907% | $4,636.74 | $55,640.90 | $4,545 | $54,535 | $9,181 | $16,685.55 |
| 155 West 11th Street | 14C | 2 | 2 | 1 | 1850 | | $6,860,000 | 0.3832% | 0.3511% | $3,318.04 | $39,816.52 | $3,252 | $39,025 | $6,570 | $11,940.15 |
| 155 West 11th Street | 14D | 2 | 2 | 0 | 1515 | | $5,720,000 | 0.3138% | 0.2875% | $2,717.21 | $32,606.51 | $2,663 | $31,959 | $5,380 | $9,778.02 |
| 155 West 11th Street | 14A | 4 | 4 | 1 | 3951 | 44 | $19,500,000 | 0.8207% | 0.7520% | $7,105.99 | $85,271.93 | $6,965 | $83,578 | $14,071 | $25,571.29 |
| 155 West 11th Street | PH EAST | 3 | 3 | 1 | 3486 | 355 | $17,750,000 | 0.7440% | 0.6817% | $6,441.69 | $77,300.28 | $6,314 | $75,764 | $12,755 | $23,180.75 |
| 155 West 11th Street | 15C | 2 | 2 | 1 | 2078 | | $8,090,000 | 0.4325% | 0.3963% | $3,744.55 | $44,934.60 | $3,670 | $44,042 | $7,415 | $13,474.96 |
| 155 West 11th Street | PH WEST | 3 | 3 | 1 | 4442 | 1086 | $29,000,000 | 0.9810% | 0.8988% | $8,493.71 | $101,924.57 | $8,325 | $99,899 | $16,819 | $30,565.07 |
| 155 West 11th Street | PH NORTH | 2 | 2 | 1 | 2295 | 1777 | $12,550,000 | 0.5728% | 0.5248% | $4,959.30 | $59,511.54 | $4,861 | $58,329 | $9,820 | $17,846.28 |
| 155 West 11th Street | PH SOUTH | 4 | 4 | 2 | 5587 | 1646 | $45,000,000 | 1.2543% | 1.1492% | $10,860.03 | $130,320.34 | $10,644 | $127,731 | $21,504 | $39,080.37 |
| 160 West 12th Street | *RM | 3 | 2 | 0 | 1287 | | $3,010,000 | 0.2515% | 0.2304% | $0.00 | $0.00 | $2,134 | $25,612 | $2,134 | $0.00 |
| 160 West 12th Street | 21 | 2 | 2 | 1 | 1565 | | $3,870,000 | 0.3074% | 0.2816% | $2,661.25 | $31,934.94 | $2,608 | $31,300 | $5,270 | $9,576.63 |
| 160 West 12th Street | 22 | 1 | 1 | 0 | 948 | | $2,260,000 | 0.1862% | 0.1706% | $1,612.05 | $19,344.62 | $1,580 | $18,960 | $3,192 | $5,801.05 |
| 160 West 12th Street | 23 | 1 | 1 | 1 | 1186 | 140 | $3,030,000 | 0.2398% | 0.2197% | $2,076.28 | $24,915.38 | $2,035 | $24,420 | $4,111 | $7,471.61 |
| 160 West 12th Street | 24 | 2 | 2 | 0 | 1534 | | $3,750,000 | 0.3013% | 0.2760% | $2,608.53 | $31,302.37 | $2,557 | $30,680 | $5,165 | $9,386.93 |
| 160 West 12th Street | 25 | 1 | 1 | 0 | 909 | | $2,120,000 | 0.1785% | 0.1636% | $1,545.73 | $18,548.80 | $1,515 | $18,180 | $3,061 | $5,562.40 |
| 160 West 12th Street | 26 | 2 | 2 | 0 | 1596 | | $3,810,000 | 0.3135% | 0.2872% | $2,713.96 | $32,567.52 | $2,660 | $31,920 | $5,374 | $9,766.33 |
| 160 West 12th Street | 27 | 2 | 2 | 1 | 1748 | | $4,210,000 | 0.3433% | 0.3145% | $2,972.43 | $35,669.19 | $2,913 | $34,960 | $5,886 | $10,696.45 |
| 160 West 12th Street | 28 | 3 | 3 | 1 | 2472 | | $6,250,000 | 0.4855% | 0.4448% | $4,203.58 | $50,442.93 | $4,120 | $49,441 | $8,324 | $15,126.79 |
| 160 West 12th Street | 31 | 2 | 2 | 1 | 1565 | | $3,945,000 | 0.3089% | 0.2830% | $2,674.49 | $32,093.82 | $2,621 | $31,456 | $5,296 | $9,624.27 |
| 160 West 12th Street | 32 | 1 | 1 | 0 | 943 | | $2,315,000 | 0.1861% | 0.1705% | $1,611.53 | $19,338.32 | $1,580 | $18,954 | $3,191 | $5,799.16 |
| 160 West 12th Street | 34 | 4 | 4 | 1 | 2818 | 140 | $7,570,000 | 0.5631% | 0.5159% | $4,875.60 | $58,507.14 | $4,779 | $57,345 | $9,654 | $17,545.08 |
| 160 West 12th Street | 35 | 1 | 1 | 0 | 892 | | $2,120,000 | 0.1761% | 0.1613% | $1,524.37 | $18,292.45 | $1,494 | $17,929 | $3,018 | $5,485.53 |
| 160 West 12th Street | 36 | 2 | 2 | 0 | 1583 | | $3,915,000 | 0.3124% | 0.2863% | $2,705.25 | $32,462.95 | $2,651 | $31,818 | $5,357 | $9,734.97 |
| 160 West 12th Street | 37 | 2 | 2 | 1 | 1737 | | $4,315,000 | 0.3428% | 0.3141% | $2,968.42 | $35,621.07 | $2,909 | $34,913 | $5,878 | $10,682.02 |
| 160 West 12th Street | 38 | 3 | 3 | 1 | 2450 | | $6,500,000 | 0.4836% | 0.4431% | $4,186.89 | $50,242.73 | $4,104 | $49,244 | $8,291 | $15,066.75 |
| 160 West 12th Street | 41 | 2 | 2 | 1 | 1565 | | $3,995,000 | 0.3104% | 0.2844% | $2,687.73 | $32,252.70 | $2,634 | $31,612 | $5,322 | $9,671.92 |
| 160 West 12th Street | 42 | 1 | 1 | 0 | 943 | | $2,345,000 | 0.1870% | 0.1714% | $1,619.50 | $19,434.06 | $1,587 | $19,048 | $3,207 | $5,827.87 |
| 160 West 12th Street | 44 | 4 | 4 | 1 | 2818 | 140 | $7,770,000 | 0.5659% | 0.5185% | $4,899.73 | $58,796.78 | $4,802 | $57,628 | $9,702 | $17,631.94 |
| 160 West 12th Street | 45 | 1 | 1 | 0 | 892 | | $2,170,000 | 0.1769% | 0.1621% | $1,531.92 | $18,383.01 | $1,501 | $18,018 | $3,033 | $5,512.68 |
| 160 West 12th Street | 46 | 2 | 2 | 0 | 1583 | | $3,980,000 | 0.3140% | 0.2877% | $2,718.64 | $32,623.66 | $2,665 | $31,975 | $5,383 | $9,783.16 |
| 160 West 12th Street | 47 | 2 | 2 | 1 | 1737 | | $4,380,000 | 0.3445% | 0.3157% | $2,983.12 | $35,797.41 | $2,924 | $35,086 | $5,907 | $10,734.90 |
| 160 West 12th Street | 48 | 3 | 3 | 1 | 2450 | | $6,650,000 | 0.4860% | 0.4453% | $4,207.62 | $50,491.45 | $4,124 | $49,488 | $8,332 | $15,141.34 |
| 160 West 12th Street | 51 | 2 | 2 | 1 | 1565 | | $4,045,000 | 0.3120% | 0.2858% | $2,700.97 | $32,411.59 | $2,647 | $31,768 | $5,348 | $9,719.56 |
| 160 West 12th Street | 52 | 1 | 1 | 0 | 943 | | $2,375,000 | 0.1880% | 0.1722% | $1,627.48 | $19,529.79 | $1,595 | $19,142 | $3,223 | $5,856.58 |
| 160 West 12th Street | 54 | 4 | 4 | 1 | 2818 | 153 | $7,970,000 | 0.5693% | 0.5216% | $4,929.48 | $59,153.73 | $4,832 | $57,978 | $9,761 | $17,738.98 |
| 160 West 12th Street | 55 | 1 | 1 | 0 | 892 | | $2,220,000 | 0.1778% | 0.1629% | $1,539.46 | $18,473.57 | $1,509 | $18,106 | $3,048 | $5,539.84 |
| 160 West 12th Street | 56 | 2 | 2 | 0 | 1583 | | $4,045,000 | 0.3155% | 0.2891% | $2,732.03 | $32,784.37 | $2,678 | $32,133 | $5,410 | $9,831.35 |
| 160 West 12th Street | 57 | 2 | 2 | 1 | 1737 | | $4,445,000 | 0.3462% | 0.3172% | $2,997.81 | $35,973.75 | $2,938 | $35,259 | $5,936 | $10,787.78 |
| 160 West 12th Street | 58 | 3 | 3 | 1 | 2450 | | $6,800,000 | 0.4884% | 0.4474% | $4,228.35 | $50,740.18 | $4,144 | $49,732 | $8,373 | $15,215.93 |
| 160 West 12th Street | 61 | 2 | 2 | 1 | 1565 | | $4,145,000 | 0.3135% | 0.2872% | $2,714.21 | $32,570.47 | $2,660 | $31,923 | $5,374 | $9,767.21 |

The space designated in the column captioned "Approx Exterior Square Footage" consist of terraces, balconies, gardens, patios, or yards appurtenant to the applicable Unit as a Limited Residential Common Element This space may not be legally used as a bedroom or living room and to do so may result in the issuance of a building code violation for the Condominium

**SCHEDULE A**

**THE GREENWICH LANE**
**133-155 WEST 11TH STREET**
**140-160 WEST 12TH STREET**
**NEW YORK, NY**

**PURCHASE PRICES AND RELATED INFORMATION**

**PROJECTED COMMON CHARGES AND REAL ESTATE TAXES ARE FOR THE FIRST YEAR OF CONDOMINIUM OPERATION MARCH 1, 2016-FEBRUARY 28, 2017**

| | (1) UNIT | NO. BED-ROOMS | NO. BATHS | NO. HALF BATHS | (2) APPROX UNIT SQUARE FOOTAGE | (2) APPROX EXTERIOR SQUARE FOOTAGE | (3) PURCHASE PRICE | (4) RESIDENTIAL COMMON INTEREST | (4) COMMON INTEREST | (5) PROJECTED MONTHLY COMMON CHARGES | (5) PROJECTED ANNUAL COMMON CHARGES | (6) PROJECTED MONTHLY RE TAXES | (6) PROJECTED ANNUAL RE TAXES | (7) PROJECTED TOTAL MONTHLY CARRYING CHARGES | (8) ALLOCATION OF RESIDENT MANAGERS UNIT PURCHASE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 160 West 12th Street | 62 | 1 | 1 | 0 | 943 | | $2,440,000 | 0.1889% | 0.1731% | $1,635.46 | $19,625.53 | $1,603 | $19,236 | $3,238 | $5,885.29 |
| 160 West 12th Street | 64 | 4 | 4 | 1 | 2818 | 153 | $8,370,000 | 0.5721% | 0.5242% | $4,953.64 | $59,443.70 | $4,855 | $58,263 | $9,809 | $17,825.93 |
| 160 West 12th Street | 65 | 1 | 1 | 0 | 892 | | $2,300,000 | 0.1787% | 0.1637% | $1,547.01 | $18,564.12 | $1,516 | $18,195 | $3,063 | $5,567.00 |
| 160 West 12th Street | 66 | 2 | 2 | 0 | 1583 | | $4,160,000 | 0.3171% | 0.2905% | $2,745.42 | $32,945.08 | $2,691 | $32,290 | $5,436 | $9,879.55 |
| 160 West 12th Street | 67 | 2 | 2 | 1 | 1737 | | $4,560,000 | 0.3479% | 0.3188% | $3,012.51 | $36,150.09 | $2,953 | $35,432 | $5,965 | $10,840.66 |
| 160 West 12th Street | 68 | 3 | 3 | 1 | 2450 | | $6,950,000 | 0.4908% | 0.4496% | $4,249.08 | $50,988.91 | $4,165 | $49,976 | $8,414 | $15,290.52 |
| 160 West 12th Street | 72 | 2 | 2 | 1 | 2040 | | $5,740,000 | 0.4106% | 0.3762% | $3,555.26 | $42,663.17 | $3,485 | $41,815 | $7,040 | $12,793.80 |
| 160 West 12th Street | 74 | 3 | 3 | 1 | 2944 | 586 | $9,180,000 | 0.6221% | 0.5700% | $5,386.05 | $64,632.62 | $5,279 | $63,348 | $10,665 | $19,381.98 |
| 160 West 12th Street | 75 | 1 | 1 | 1 | 1156 | 327 | $3,500,000 | 0.2491% | 0.2283% | $2,157.12 | $25,885.46 | $2,114 | $25,371 | $4,271 | $7,762.51 |
| 160 West 12th Street | 76 | 3 | 3 | 1 | 2522 | 159 | $7,220,000 | 0.5156% | 0.4724% | $4,464.56 | $53,574.70 | $4,376 | $52,510 | $8,840 | $16,065.94 |
| 160 West 12th Street | 78 | 3 | 3 | 1 | 2449 | | $7,200,000 | 0.4929% | 0.4516% | $4,268.06 | $51,216.72 | $4,183 | $50,199 | $8,451 | $15,358.83 |
| 160 West 12th Street | 82 | 2 | 2 | 1 | 2038 | | $5,840,000 | 0.4122% | 0.3777% | $3,569.02 | $42,828.25 | $3,498 | $41,977 | $7,067 | $12,843.30 |
| 160 West 12th Street | 84 | 3 | 3 | 1 | 2946 | 153 | $9,090,000 | 0.6036% | 0.5530% | $5,226.13 | $62,713.54 | $5,122 | $61,467 | $10,348 | $18,806.49 |
| 160 West 12th Street | 85 | 1 | 1 | 1 | 1166 | | $3,450,000 | 0.2358% | 0.2161% | $2,041.94 | $24,503.30 | $2,001 | $24,016 | $4,043 | $7,348.03 |
| 160 West 12th Street | 86 | 3 | 3 | 1 | 2524 | | $7,250,000 | 0.5105% | 0.4677% | $4,420.12 | $53,041.46 | $4,332 | $51,988 | $8,752 | $15,906.04 |
| 160 West 12th Street | 88 | 3 | 3 | 1 | 2452 | | $7,350,000 | 0.4959% | 0.4544% | $4,294.03 | $51,528.39 | $4,209 | $50,505 | $8,503 | $15,452.30 |
| 160 West 12th Street | 92 | 2 | 2 | 1 | 2028 | | $5,990,000 | 0.4122% | 0.3776% | $3,568.67 | $42,823.98 | $3,498 | $41,973 | $7,066 | $12,842.03 |
| 160 West 12th Street | 94 | 4 | 4 | 1 | 3319 | 446 | $10,800,000 | 0.6972% | 0.6388% | $6,036.64 | $72,439.68 | $5,917 | $71,000 | $11,953 | $21,723.16 |
| 160 West 12th Street | 96 | 3 | 3 | 1 | 2847 | 221 | $8,400,000 | 0.5898% | 0.5404% | $5,107.08 | $61,284.96 | $5,006 | $60,067 | $10,113 | $18,378.09 |
| 160 West 12th Street | 98 | 3 | 3 | 1 | 2452 | | $7,600,000 | 0.4983% | 0.4566% | $4,314.78 | $51,777.32 | $4,229 | $50,748 | $8,544 | $15,526.95 |
| 160 West 12th Street | 102 | 1 | 2 | 0 | 1449 | 589 | $4,775,000 | 0.3260% | 0.2987% | $2,822.42 | $33,869.05 | $2,766 | $33,196 | $5,589 | $10,156.63 |
| 160 West 12th Street | 104 | 3 | 3 | 1 | 2904 | 552 | $9,780,000 | 0.6212% | 0.5692% | $5,378.73 | $64,544.80 | $5,272 | $63,262 | $10,651 | $19,355.65 |
| 160 West 12th Street | 106 | 3 | 3 | 1 | 2844 | | $8,200,000 | 0.5808% | 0.5321% | $5,028.64 | $60,343.66 | $4,929 | $59,145 | $9,957 | $18,095.81 |
| 160 West 12th Street | 108 | 3 | 3 | 1 | 2455 | | $7,850,000 | 0.5013% | 0.4593% | $4,340.83 | $52,089.90 | $4,255 | $51,055 | $8,595 | $15,620.68 |
| 160 West 12th Street | PHA | 4 | 4 | 1 | 5091 | 3705 | $33,000,000 | 1.2406% | 1.1366% | $10,741.26 | $128,895.06 | $10,528 | $126,334 | $21,269 | $38,652.96 |
| 160 West 12th Street | PH3 | 3 | 4 | 1 | 3508 | 1674 | $17,450,000 | 0.8057% | 0.7382% | $6,975.89 | $83,710.64 | $6,837 | $82,047 | $13,813 | $25,103.09 |
| 160 West 12th Street | PH2 | 3 | 3 | 1 | 3905 | 1083 | $16,350,000 | 0.8568% | 0.7851% | $7,418.71 | $89,024.50 | $7,271 | $87,256 | $14,690 | $26,696.60 |
| 150 West 12th Street | M-4 | 5 | 5 | 1 | 6299 | 986 | $15,770,000 | 1.2791% | 1.1720% | $11,075.09 | $132,901.10 | $10,855 | $130,260 | $21,930 | $39,854.29 |
| 150 West 12th Street | M-6 | 2 | 2 | 1 | 2425 | 386 | $5,800,000 | 0.4929% | 0.4520% | $4,266.42 | $51,197.03 | $4,183 | $50,194 | $8,449 | $15,352.93 |
| 150 West 12th Street | M-5 | 5 | 5 | 1 | 5714 | 592 | $14,050,000 | 1.1456% | 1.0496% | $9,918.60 | $119,023.19 | $9,722 | $116,658 | $19,640 | $35,692.59 |
| 150 West 12th Street | 3 East | 5 | 5 | 1 | 4187 | 732 | $12,450,000 | 0.8583% | 0.7864% | $7,431.08 | $89,172.98 | $7,283 | $87,401 | $14,715 | $26,741.13 |
| 150 West 12th Street | 3 West | 5 | 5 | 1 | 4206 | 732 | $11,850,000 | 0.8620% | 0.7898% | $7,463.39 | $89,560.68 | $7,315 | $87,781 | $14,778 | $26,857.39 |
| 150 West 12th Street | 4 East | 1 | 1 | 1 | 1451 | 255 | $4,150,000 | 0.2990% | 0.2739% | $2,588.61 | $31,063.34 | $2,537 | $30,446 | $5,126 | $9,315.25 |
| 150 West 12th Street | 4 West | 1 | 1 | 1 | 1465 | 255 | $3,850,000 | 0.3017% | 0.2765% | $2,612.54 | $31,350.44 | $2,561 | $30,727 | $5,173 | $9,401.35 |
| 150 West 12th Street | 5 East | 2 | 2 | 1 | 2065 | 435 | $6,400,000 | 0.4312% | 0.3950% | $3,733.19 | $44,798.29 | $3,659 | $43,908 | $7,392 | $13,434.08 |
| 150 West 12th Street | 5 West | 2 | 2 | 1 | 2079 | 435 | $6,235,000 | 0.4339% | 0.3976% | $3,757.23 | $45,086.81 | $3,683 | $44,191 | $7,440 | $13,520.60 |
| 150 West 12th Street | 6 East | 2 | 2 | 1 | 2065 | | $5,750,000 | 0.4116% | 0.3771% | $3,563.89 | $42,766.72 | $3,493 | $41,917 | $7,057 | $12,824.85 |
| 150 West 12th Street | 6 West | 2 | 2 | 1 | 2079 | | $5,600,000 | 0.4144% | 0.3797% | $3,588.06 | $43,056.67 | $3,517 | $42,201 | $7,105 | $12,911.80 |
| 150 West 12th Street | 7 East | 2 | 2 | 1 | 2065 | | $5,950,000 | 0.4136% | 0.3790% | $3,581.36 | $42,976.37 | $3,510 | $42,122 | $7,092 | $12,887.72 |
| 150 West 12th Street | 7 West | 2 | 2 | 1 | 2079 | | $5,700,000 | 0.4164% | 0.3816% | $3,605.64 | $43,267.73 | $3,534 | $42,408 | $7,140 | $12,975.10 |
| 150 West 12th Street | 8 East | 2 | 2 | 1 | 2065 | | $6,125,000 | 0.4157% | 0.3808% | $3,598.83 | $43,186.01 | $3,527 | $42,328 | $7,126 | $12,950.59 |
| 150 West 12th Street | 8 West | 2 | 2 | 1 | 2079 | | $5,800,000 | 0.4185% | 0.3834% | $3,623.23 | $43,478.79 | $3,551 | $42,615 | $7,174 | $13,038.39 |
| 150 West 12th Street | 9 East | 2 | 2 | 1 | 2065 | | $6,235,000 | 0.4177% | 0.3827% | $3,616.30 | $43,395.65 | $3,544 | $42,533 | $7,161 | $13,013.46 |
| 150 West 12th Street | 9 West | 2 | 2 | 1 | 2079 | | $5,910,000 | 0.4205% | 0.3853% | $3,640.82 | $43,689.85 | $3,568 | $42,822 | $7,209 | $13,101.68 |
| 150 West 12th Street | 10 East | 2 | 2 | 1 | 2065 | | $6,355,000 | 0.4197% | 0.3845% | $3,633.77 | $43,605.29 | $3,562 | $42,739 | $7,195 | $13,076.32 |
| 150 West 12th Street | 10 West | 2 | 2 | 1 | 2079 | | $6,180,000 | 0.4225% | 0.3871% | $3,658.41 | $43,900.92 | $3,586 | $43,029 | $7,244 | $13,164.98 |
| 150 West 12th Street | 11 East | 2 | 2 | 1 | 2065 | | $6,485,000 | 0.4217% | 0.3864% | $3,651.24 | $43,814.93 | $3,579 | $42,944 | $7,230 | $13,139.19 |
| 150 West 12th Street | 11 West | 2 | 2 | 1 | 2079 | | $6,310,000 | 0.4246% | 0.3890% | $3,676.00 | $44,111.98 | $3,603 | $43,235 | $7,279 | $13,228.27 |
| 150 West 12th Street | 12 East | 2 | 2 | 1 | 2065 | | $6,700,000 | 0.4237% | 0.3882% | $3,668.71 | $44,024.57 | $3,596 | $43,150 | $7,265 | $13,202.06 |
| 150 West 12th Street | 12 West | 2 | 2 | 1 | 2079 | | $6,550,000 | 0.4266% | 0.3909% | $3,693.59 | $44,323.04 | $3,620 | $43,442 | $7,314 | $13,291.56 |
| 150 West 12th Street | PH1 | 3 | 3 | 1 | 4636 | 799 | $18,750,000 | 0.9970% | 0.9135% | $8,632.19 | $103,586.24 | $8,461 | $101,528 | $17,093 | $31,063.37 |

The space designated in the column captioned "Approx Exterior Square Footage" consist of terraces, balconies, gardens, patios, or yards appurtenant to the applicable Unit as a Limited Residential Common Element This space may not be legally used as a bedroom or living room and to do so may result in the issuance of a building code violation for the Condominium

**SCHEDULE A**

**THE GREENWICH LANE**
**133-155 WEST 11TH STREET**
**140-160 WEST 12TH STREET**
**NEW YORK, NY**

**PURCHASE PRICES AND RELATED INFORMATION**

**PROJECTED COMMON CHARGES AND REAL ESTATE TAXES ARE FOR**
**THE FIRST YEAR OF CONDOMINIUM OPERATION MARCH 1, 2016-FEBRUARY 28, 2017**

| | (1) UNIT | NO. BED-ROOMS | NO. BATHS | NO. HALF BATHS | (2) APPROX UNIT SQUARE FOOTAGE | (2) APPROX EXTERIOR SQUARE FOOTAGE | (3) PURCHASE PRICE | (4) RESIDENTIAL COMMON INTEREST | (4) COMMON INTEREST | (5) PROJECTED MONTHLY COMMON CHARGES | (5) PROJECTED ANNUAL COMMON CHARGES | (6) PROJECTED MONTHLY RE TAXES | (6) PROJECTED ANNUAL RE TAXES | (7) PROJECTED TOTAL MONTHLY CARRYING CHARGES | (8) ALLOCATION OF RESIDENT MANAGERS UNIT PURCHASE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 140 West 12th Street | M-1 | 2 | 2 | 1 | 2408 | | $5,330,000 | 0.4706% | 0.4312% | $4,074.37 | $48,892.50 | $3,993 | $47,921 | $8,068 | $14,661.85 |
| 140 West 12th Street | M-2 | 4 | 4 | 1 | 3926 | 509 | $9,830,000 | 0.7921% | 0.7257% | $6,858.16 | $82,297.98 | $6,722 | $80,663 | $13,580 | $24,679.46 |
| 140 West 12th Street | M-3 | 4 | 4 | 1 | 3439 | 763 | $9,500,000 | 0.7093% | 0.6499% | $6,141.60 | $73,699.15 | $6,020 | $72,235 | $12,161 | $22,100.85 |
| 140 West 12th Street | 201 | 1 | 1 | 1 | 1073 | | $2,590,000 | 0.2107% | 0.1931% | $1,824.61 | $21,895.33 | $1,788 | $21,460 | $3,613 | $6,565.96 |
| 140 West 12th Street | 200 | 3 | 3 | 1 | 2370 | 369 | $6,250,000 | 0.4836% | 0.4431% | $4,187.00 | $50,243.97 | $4,104 | $49,246 | $8,291 | $15,067.13 |
| 140 West 12th Street | 302 | 4 | 4 | 1 | 3088 | | $8,210,000 | 0.6095% | 0.5584% | $5,277.20 | $63,326.35 | $5,172 | $62,068 | $10,450 | $18,990.26 |
| 140 West 12th Street | 301 | 2 | 2 | 1 | 1671 | | $4,260,000 | 0.3298% | 0.3022% | $2,855.63 | $34,267.59 | $2,799 | $33,587 | $5,655 | $10,276.14 |
| 140 West 12th Street | 300 | 3 | 3 | 1 | 2386 | 109 | $6,270,000 | 0.4763% | 0.4364% | $4,124.09 | $49,489.09 | $4,042 | $48,506 | $8,166 | $14,840.75 |
| 140 West 12th Street | 303 | 3 | 2 | 1 | 1653 | | $4,650,000 | 0.3263% | 0.2989% | $2,824.87 | $33,898.46 | $2,769 | $33,225 | $5,594 | $10,165.45 |
| 140 West 12th Street | 402 | 4 | 4 | 1 | 3088 | | $8,460,000 | 0.6125% | 0.5612% | $5,303.32 | $63,639.84 | $5,198 | $62,375 | $10,501 | $19,084.27 |
| 140 West 12th Street | 401 | 2 | 2 | 1 | 1671 | | $4,360,000 | 0.3314% | 0.3037% | $2,869.77 | $34,437.23 | $2,813 | $33,753 | $5,683 | $10,327.01 |
| 140 West 12th Street | 400 | 3 | 3 | 1 | 2386 | 109 | $6,470,000 | 0.4787% | 0.4386% | $4,144.51 | $49,734.08 | $4,062 | $48,746 | $8,207 | $14,914.22 |
| 140 West 12th Street | 403 | 3 | 2 | 1 | 1653 | | $4,770,000 | 0.3279% | 0.3004% | $2,838.86 | $34,066.28 | $2,782 | $33,389 | $5,621 | $10,215.77 |
| 140 West 12th Street | 502 | 4 | 4 | 1 | 3088 | | $8,810,000 | 0.6155% | 0.5640% | $5,329.44 | $63,953.34 | $5,224 | $62,683 | $10,553 | $19,178.28 |
| 140 West 12th Street | 501 | 2 | 2 | 1 | 1671 | | $4,535,000 | 0.3331% | 0.3052% | $2,883.91 | $34,606.87 | $2,827 | $33,919 | $5,711 | $10,377.89 |
| 140 West 12th Street | 500 | 3 | 3 | 1 | 2386 | 109 | $6,770,000 | 0.4810% | 0.4407% | $4,164.92 | $49,979.08 | $4,082 | $48,986 | $8,247 | $14,987.69 |
| | | | | | | | | | | | | | | | |
| 140 West 12th Street | 503 | 3 | 2 | 1 | 1653 | | $4,985,000 | 0.3295% | 0.3019% | $2,852.84 | $34,234.09 | $2,796 | $33,554 | $5,649 | $10,266.09 |
| 140 West 12th Street | PH6A | 3 | 4 | 1 | 3471 | 109 | $12,750,000 | 0.7007% | 0.6420% | $6,067.07 | $72,804.88 | $5,947 | $71,358 | $12,014 | $21,832.67 |
| 140 West 12th Street | PH6B | 5 | 5 | 1 | 5304 | | $20,750,000 | 1.0624% | 0.9734% | $9,198.82 | $110,385.78 | $9,016 | $108,192 | $18,215 | $33,102.41 |
| 140 West 12th Street | PH7B | 4 | 3 | 1 | 3977 | 1105 | $17,500,000 | 0.8603% | 0.7882% | $7,448.45 | $89,381.37 | $7,300 | $87,605 | $14,749 | $26,803.62 |
| 140 West 12th Street | PH7A | 4 | 4 | 1 | 4317 | 1174 | $18,500,000 | 0.9280% | 0.8503% | $8,035.07 | $96,420.86 | $7,875 | $94,505 | $15,910 | $28,914.62 |
| 140 West 12th Street | PH8 | 3 | 3 | 1 | 4027 | 3148 | $25,000,000 | 0.9784% | 0.8964% | $8,471.18 | $101,654.17 | $8,303 | $99,634 | $16,774 | $30,483.98 |
| | **RESIDENTIAL TOTAL** | | | | **487,350** | **47,671** | **1,654,915,000** | **100.00%** | **91.6224%** | **$863,650.00** | **$10,363,800.00** | **$848,623.42** | **$10,183,481.00** | **$1,712,273.42** | **$3,107,889.00** |
| | Retail Unit 1 | | | | 5,483 | | N/A | | 1.0291% | $2,300.17 | $27,602 | $7,439.62 | $89,275.47 | $9,740 | |
| | Retail Unit 2 | | | | 3,395 | | N/A | | 0.6416% | $1,126.08 | $13,513.00 | $4,638.28 | $55,659.39 | $5,764 | |
| | Storage Unit | | | | 782 | | N/A | | 0.0717% | $353.50 | $4,242.00 | $518 | $6,220 | $872 | |
| | Community Facility Unit | | | | 20,538 | | N/A | | 3.6998% | $6,493.67 | $77,924.00 | $26,746.92 | $320,963.00 | $33,241 | |
| | Garage Unit | | | | 16,191 | | N/A | | 2.9354% | $5,152.00 | $61,824.00 | $21,220.92 | $254,651.00 | $26,373 | |
| | **NON RESIDENTIAL TOTAL** | | | | **46,389** | **0** | | | **8.3776%** | **$15,425.42** | **$185,105.00** | **$60,564.07** | **$726,768.86** | **$75,989.49** | |
| | **GRAND TOTAL** | | | | **533,739** | **47671** | | **100.00%** | **100.0000%** | **$879,075.42** | **$10,548,905.00** | **$909,187.49** | **$10,910,249.86** | **$1,788,262.91** | **$3,107,889.00** |

*Resident Managers Unit

The space designated in the column captioned "Approx Exterior Square Footage" consist of terraces, balconies, gardens, patios, or yards appurtenant to the applicable Unit as a Limited Residential Common Element This space may not be legally used as a bedroom or living room and to do so may result in the issuance of a building code violation for the Condominium

**SCHEDULE A**

**THE GREENWICH LANE**
**133-155 WEST 11TH STREET**
**140-160 WEST 12TH STREET**
**NEW YORK, NY**

**PURCHASE PRICES AND RELATED INFORMATION**

**PROJECTED COMMON CHARGES AND REAL ESTATE TAXES ARE FOR THE FIRST YEAR OF CONDOMINIUM OPERATION MARCH 1, 2016-FEBRUARY 28, 2017**

| VAULT STORAGE BINS | APPROX. SQ. FOOTAGE | (9) MONTHLY LICENSE FEE |
|---|---|---|
| 77 | 54 | $320.00 |
| 78 | 30 | $180.00 |
| 79 | 30 | $180.00 |
| 80 | 30 | $180.00 |
| 81 | 30 | $180.00 |
| 82 | 30 | $180.00 |
| 83 | 30 | $180.00 |
| 84 | 30 | $180.00 |
| 85 | 30 | $180.00 |
| 86 | 30 | $180.00 |
| 87 | 30 | $180.00 |
| 88 | 30 | $180.00 |
| 89 | 30 | $180.00 |
| 90 | 30 | $180.00 |
| 91 | 30 | $180.00 |
| 92 | 30 | $180.00 |
| 93 | 30 | $180.00 |
| 94 | 30 | $180.00 |
| 95 | 30 | $180.00 |
| 96 | 31 | $180.00 |
| 97 | 33 | $200.00 |
| 98 | 33 | $200.00 |
| 99 | 33 | $200.00 |
| 100 | 33 | $200.00 |
| 101 | 33 | $200.00 |
| 102 | 33 | $200.00 |
| 103 | 33 | $200.00 |
| 104 | 33 | $200.00 |
| 105 | 33 | $200.00 |
| 106 | 33 | $200.00 |
| 107 | 33 | $200.00 |
| 108 | 33 | $200.00 |
| 109 | 33 | $200.00 |
| 110 | 55 | $320.00 |
| | 1109 | $ 6,660 |

**SCHEDULE A**

**THE GREENWICH LANE**
**133-155 WEST 11TH STREET**
**140-160 WEST 12TH STREET**
**NEW YORK, NY**

**PURCHASE PRICES AND RELATED INFORMATION**

**PROJECTED COMMON CHARGES AND REAL ESTATE TAXES ARE FOR THE FIRST YEAR OF CONDOMINIUM OPERATION MARCH 1, 2016-FEBRUARY 28, 2017**

| CELLAR STORAGE BIN LICENSE NUMBER | APPROX. SQ. FOOTAGE | PURCHASE PRICE | (9) MONTHLY LICENSE FEE |
|---|---|---|---|
| 1 | 47 | $58,750 | $47 |
| 2 | 46 | $57,500 | $46 |
| 3 | 46 | $57,500 | $46 |
| 4 | 47 | $58,750 | $47 |
| 5 | 45 | $56,250 | $45 |
| 6 | 44 | $55,000 | $44 |
| 7 | 47 | $58,750 | $47 |
| 8 | 46 | $57,500 | $46 |
| 9 | 46 | $57,500 | $46 |
| 10 | 47 | $58,750 | $47 |
| 11 | 47 | $58,750 | $47 |
| 12 | 46 | $57,500 | $46 |
| 13 | 46 | $57,500 | $46 |
| 14 | 47 | $58,750 | $47 |
| 15 | 44 | $55,000 | $44 |
| 16 | 40 | $50,000 | $40 |
| 17 | 40 | $50,000 | $40 |
| 18 | 40 | $50,000 | $40 |
| 19 | 40 | $50,000 | $40 |
| 20 | 40 | $50,000 | $40 |
| 21 | 40 | $50,000 | $40 |
| 22 | 38 | $47,500 | $38 |
| 23 | 39 | $48,750 | $39 |
| 24 | 40 | $50,000 | $40 |
| 25 | 36 | $45,000 | $36 |

| | | | |
|---|---|---|---|
| 26 | 56 | $70,000 | $56 |
| 27 | 55 | $68,750 | $55 |
| 28 | 51 | $63,750 | $51 |
| 29 | 52 | $65,000 | $52 |
| 30 | 52 | $65,000 | $52 |
| 31 | 38 | $47,500 | $38 |
| 32 | 35 | $43,750 | $35 |
| 33 | 38 | $47,500 | $38 |
| 34 | 38 | $47,500 | $38 |
| 35 | 38 | $47,500 | $38 |
| 36 | 36 | $45,000 | $36 |
| 37 | 37 | $46,250 | $37 |
| 38 | 37 | $46,250 | $37 |
| 39 | 34 | $42,500 | $34 |
| 40 | 34 | $42,500 | $34 |
| 41 | 38 | $47,500 | $38 |
| 42 | 38 | $47,500 | $38 |
| 43 | 36 | $45,000 | $36 |
| 44 | 38 | $47,500 | $38 |
| 45 | 38 | $47,500 | $38 |
| 46 | 38 | $47,500 | $38 |
| 47 | 35 | $43,750 | $35 |
| 48 | 34 | $42,500 | $34 |
| 49 | 38 | $47,500 | $38 |
| 50 | 38 | $47,500 | $38 |
| 51 | 36 | $45,000 | $36 |
| 52 | 38 | $47,500 | $38 |
| 53 | 38 | $47,500 | $38 |
| 54 | 38 | $47,500 | $38 |
| 55 | 55 | $68,750 | $55 |
| 56 | 30 | $37,500 | $30 |
| 57 | 31 | $38,750 | $31 |
| 58 | 31 | $38,750 | $31 |
| 59 | 56 | $70,000 | $56 |
| 60 | 23 | $28,750 | $23 |
| 61 | 22 | $27,500 | $22 |
| 62 | 23 | $28,750 | $23 |
| 63 | 23 | $28,750 | $23 |
| 64 | 22 | $27,500 | $22 |
| 65 | 64 | $80,000 | $64 |
| 66 | 30 | $37,500 | $30 |
| 67 | 39 | $48,750 | $39 |
| 68 | 39 | $48,750 | $39 |
| 69 | 39 | $48,750 | $39 |
| 70 | 37 | $46,250 | $37 |
| 71 | 32 | $40,000 | $32 |
| 72 | 33 | $41,250 | $33 |
| 73 | 29 | $36,250 | $29 |
| 74 | 31 | $38,750 | $31 |
| 75 | 30 | $37,500 | $30 |
| 76 | 31 | $38,750 | $31 |
| | 2986 | $3,732,500 | $ 2,986.00 |

**SCHEDULE A**

**THE GREENWICH LANE**
**133-155 WEST 11TH STREET**
**140-160 WEST 12TH STREET**
**NEW YORK, NY**

**PURCHASE PRICES AND RELATED INFORMATION**

**PROJECTED COMMON CHARGES AND REAL ESTATE TAXES ARE FOR THE FIRST YEAR OF CONDOMINIUM OPERATION MARCH 1, 2016-FEBRUARY 28, 2017**

| 89 PARKING SPACE LICENSES | PURCHASE PRICE | (9) MONTHLY LICENSE FEE |
|---|---|---|
| Standard Vehicle | $ 35,000.00 | $ 575 |
| SUV Vehicle | $ 35,000.00 | $ 675 |

**Notes to Schedule A**

1. Purchasers should refer to the Unit Floor Plans included in Part II of the Plan for an approximation of the dimensions and typical layouts of the Residential Units. The number of bedrooms and bathrooms for each Residential Unit was determined by Sponsor's architect in accordance with industry practice for new construction condominiums and does not necessarily conform to the zoning room count or the method utilized by the Real Estate Board of New York. Each Residential Unit should be inspected to determine its actual dimensions, layout and physical condition prior to Closing.

2. The square foot areas and dimensions of the Units listed in Schedule A or in the Declaration are approximate and may change due to field conditions, construction variances and tolerances and were obtained by using the method customarily used in New York City to measure condominium apartments. No such variation will affect a Purchaser's obligations under the Option Agreement or the Plan unless such variation constitutes a material and adverse change. There shall be a rebuttable presumption that a change in the square foot area and dimensions of a Unit due to field conditions, construction variances and tolerances, which does not increase or decrease the square foot area of such Unit by more than 5% (excluding interior partitions), shall not be deemed a material and adverse change. Sponsor's sole obligation if the net square foot area of the Unit is so diminished shall be to refund the Premium Payment made under the Option Agreement and any interest earned therein, except for funds expended by or reimbursed to Sponsor for upgrades or extras. Each Unit consists of the area measured horizontally from the exterior side of the exterior walls to the centerline of the partitions separating one Unit from another Unit (or to the stair side of any partition at any stair or the elevator side of any partition at any elevator separating a Unit from such stair or elevator), or to the corridor side of any partition separating a Unit from a corridor) or to the exterior side of any mechanical equipment spaces or any other Common Elements not within a Unit, or to the exterior side of the opposite exterior walls. Columns, mechanical pipes, shafts, shaftways, chases, chaseways and conduits are not deducted from measurement of a Unit. Each Unit consists of the area measured vertically from the top of the floor (located under the finished flooring and sub-flooring materials) to the underside of the ceiling slab or to the fireproofing of the metal decking above at areas of steel structure. As is customary in New York, these square foot areas exceed the usable floor area of each Unit. Floor area may include columns, mechanical pipe shafts, shaftways, chases, chaseways and conduits which may be incorporated behind protruding walls or may be separately enclosed as freestanding columns thereby reducing the available floor area. The clearance between the top of the floor slab on one floor and the top of the floor slab on the next floor will vary among the Units, and certain Units may have less or an area of lesser clearance because of the presence of beams and/or mechanical spaces than other similarly situated Units; similarly, wall configurations may vary between similarly situated Units because of the presence of beams and/or mechanical spaces. Certain rooms within a Unit may have a lesser ceiling clearance or different wall configuration than other rooms within the Unit as a result of construction variances, the presence of beams and/or mechanical spaces within such Units, to accommodate facilities located above the same or otherwise to respond to field conditions. Ceiling heights vary in height between similar Units located on different floors and within a single Unit due to structural, mechanical, and architectural systems. Ceilings heights range from approximately 7'-6" to approximately 12'-6", with a minimum of 8'-0" in habitable spaces, with lower beams and soffits in some areas. Such ceiling and wall variances between Units and rooms within Units to accommodate described facilities are normal and customary in construction of this nature, and shall not be taken into account when calculating square footage, except to the extent of an actual loss of floor area in a Unit. Terraces appurtenant to a Unit are measured from the exterior measurement line of the Unit to which they are appurtenant to the outside faces of the copings of the Terrace wall or partition, and/or the center line of any dividing wall or partition located between Terraces. The space designated in the column captioned

"Approx Exterior Square Footage" consist of terraces, balconies, gardens, patios, or yards appurtenant to the applicable Residential Unit as a Limited Residential Common Element. This space may not be legally used as a bedroom or living room and to do so may result in the issuance of a building code violation for the Condominium.

3. The Purchase Prices and other terms of sale (as more fully set forth in the Section of the Plan entitled "Changes in Prices and Units") of Units may be negotiated by Sponsor and, therefore, may be changed. Accordingly, Purchasers may pay different Purchase Prices for similar Units. The effect of this, as well as the right of Sponsor to change Purchase Prices, is more particularly discussed in the Section entitled "Changes in Prices and Units." In addition to the payment of the Purchase Price, each Purchaser will be responsible for the payment of certain closing costs and expenses at the time of Closing, as explained in the Section of the Plan entitled "Closing Costs and Adjustments". If Purchaser obtains a mortgage loan, Purchaser will be responsible for the payment of additional closing costs and expenses relating to such loan. There will be an apportionment of certain charges relating to the Units at the Closing. THESE PRICES HAVE BEEN SET BY SPONSOR AND ARE NOT SUBJECT TO REVIEW OR APPROVAL BY THE DEPARTMENT OF LAW OR ANY OTHER GOVERNMENT AGENCY.

4. The Common Interests of each Unit in the Common Elements has been determined pursuant to the method set forth in Real Property Law Section 339-i(l) based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit in accordance with subsection (iv). The percentage interest of each Residential Unit in the Residential Common Elements is apportioned in the same proportion that the Residential Unit bears to the aggregate Common Interests of all of the Residential Units in the Condominium. Based upon final specifications, construction conditions and/or "as-built" plans for the Buildings reflecting relative measurements, areas and uses of portions of the Buildings, application of such method of allocation of Common Interest may justify a minor increase or decrease in an individual Common Interest appurtenant to one or more Units. In such event the Common Interest appurtenant to any affected Unit would be adjusted (by a minimal amount). Sponsor expressly reserves the right, from time to time prior to the First Closing, to effect such a change in the Common Interests and to amend the Condominium Documents so as to reflect the same. In no event, however, will the Common Interest of any Residential Unit be increased or decreased as a result of any of the foregoing by more than five percent (5%).

5. The estimated monthly Common Charges for each Unit are based on Schedule B prepared by Sponsor's Condominium Budget Expert on the assumption that the First Year of Condominium Operation will be the year from March 1, 2016 through February 28, 2017. The actual First Year of Condominium Operation may be earlier or later than such year. In addition to these estimated payments, each Unit Owner will be responsible for real estate taxes on the Unit, mortgage payments under a loan, if any, obtained to finance the purchase of the Unit, the cost of any insurance which the Unit Owner obtains for the Unit and the cost of interior repairs and decorations to the Unit. See the Section of the Plan entitled "Schedule B-1 - Budget for Individual Energy Costs" concerning estimates of certain electric costs for the Residential Units. The cost of electricity supplied to each Unit will be separately submetered and payable by the Unit Owner directly to Con Edison. As discussed in the Section of the Plan entitled "Description of Property and Improvements" subsection "Services and Facilities," the full range of services and facilities described may not be available until Sponsor has conveyed title to 75% of the Residential Units.

6. Based upon an assessment contained in the tax opinion letter from Marcus & Pollack LLP, for the First Year of Condominium Operation, covering the period from March 1, 2016 through February 28, 2017, the real estate taxes for (a) the Residential Units have been projected as $10,183,481, (b) the Retail Units have been projected as $144,935 (c) the Garage Unit has been projected as $254,651 (d) the Storage

Unit has been projected as $6,220 and (e) the Community Facility Unit has been projected as $320,963 The calculation of such estimated taxes is set forth in detail in the Real Estate Tax Projection Opinion set forth as an exhibit in Part II. In arriving at the assessed valuation for each Unit in the Condominium, the Condominium is first assessed as an entity. This overall assessment is then apportioned among the Units, each of which will be assigned a tax lot designation once the Declaration has been recorded and the Floor Plans are filed with the Register's office. For purposes of Schedule A, the projected real estate taxes for the Units were based on Common Interest percentages. It is possible that the apportionment will be based in part upon the proportion the projected selling price presented in the Plan for each Unit bears to the gross sellout price for all Units available for purchase in the Condominium and in part upon extrinsic indicia of value, including location, square footage, amenities, income producing potential and existing leases on particular Units. There is no assurance that the City of New York tax assessor will allocate taxes among Units based upon Common Interest percentages. Although the estimate of New York City real estate taxes is a good faith estimate, it is not possible to estimate same with any degree of certainty. Assessed valuations, apportionment or taxes among the Units and tax rates, when actually established by the City of New York, may be lesser or greater. Accordingly, these estimates are to be considered opinions and are not intended, and should not be construed as, warranties as to future assessed valuations, tax rates or the actual real estate taxes to be assessed. In no event will Sponsor, its principals, Selling Agent, Marcus & Pollack LLP or any offeror be liable to any Purchaser, nor will any Purchaser have the right to rescind the Purchase Agreement if the assessed valuations, tax rates or taxes, when actually established, are lesser or greater than that projected herein or if the Administrative Code and the applicable rules and regulations of the City of New York are changed in the future. At such time as the Units have been separately assessed for real estate tax purposes, each Unit will be taxed as a separate tax lot for real estate tax purposes and a Unit Owner will not be responsible for the payment of, nor will the Unit be subjected to any lien arising from the non-payment of real estate taxes assessed against other Units.

In the opinion of Roberts & Holland, a copy of which is set forth in Part II of the Plan, a Residential Unit Owner who uses the Residential Unit as a personal residence 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 accrued in the case of other taxpayers, subject to certain exceptions and limitations which are more particularly discussed in the Attorney's Income Tax Opinion. Purchasers should note that deductions, if applicable, may vary in future years due to changes in the interest rate or the Residential Unit Owner's mortgage or from changes in the allocation of the 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. Sponsor makes no guaranty or warranty concerning the availability of any tax deductions. (See the Section of the Plan entitled "Income Tax Deductions to Residential Unit Owners and Tax Status of the Condominium" for more details.)

7. These figures represent the aggregate estimated monthly carrying charges which include estimated Common Charges and estimated real estate taxes. Reference should be made to note (5) of these Notes for certain other "home ownership" costs that may be incurred by Residential Unit Owners.

A Purchaser of a Residential Unit will be required to make a non-refundable contribution at the Closing of Title to the Working Capital Fund in an amount equal to 2 months' Common Charges with respect to the Residential Unit based on the Condominium budget in effect on the Closing Date of the Unit. (See the Section of the Plan entitled "Working Capital Fund and Apportionments" for details.)

8. At the First Closing, Sponsor will sell Residential Unit RM (the "Resident Manager's Unit") to the Condominium, which will own such Unit and will use such Unit for the residence of the Resident Manager. The purchase price for the Resident Manager's Unit, will $3,107,889 (the purchase price of $3,010,000, plus transfer taxes and mansion tax estimated at $86,584, title insurance costs estimated at

$8,305, and legal fees estimated at $3,000) (collectively, the "Resident Manager's Unit Purchase Price"), and will be evidenced by an unsecured, negotiable promissory note with a term of five (5) years in the amount of such purchase price executed by the Condominium Board and delivered to Sponsor at the First Closing. Such promissory note shall bear no interest and be payable by the Condominium to Sponsor upon the maturity date, and may be prepaid by the Condominium in full at any time, or in part from time to time, without penalty. The Condominium shall make partial payments to Sponsor promptly after each Unit Closing as funds are collected from Purchasers. At the Closing of Title to each Residential Unit, the Purchaser of such Residential Unit, as a closing cost, will be required by pay on behalf of the Condominium Board such Purchaser's share of the Resident Manager's Unit Purchase Price, as determined in accordance with the Common Interest of each Residential Unit purchased, in proportion to the Residential Common Interest appertaining to all Residential Units (other than the Resident Manager's Unit), and in an amount more particularly set forth in the Section of the Plan entitled "Schedule A – Purchase Prices and Related Information". There is no guarantee or assurance that the taxing authorities will not require that each Purchaser's allocable portion of the cost of the Resident Manager's Unit be included in the total consideration deemed to have been paid by such Purchaser at Closing, in which case additional transfer taxes may be payable by Purchaser whether due at or after Closing of Title. All Common Charges attributable to the Resident Manager's Unit including utilities, real estate taxes, cost of repairs and alterations and improvements shall be borne by all Unit Owners as a Common Expense. (See the Section of the Plan entitled "Schedule B – Projected Budget for First Year of Condominium Operation." for further details.) Sponsor reserves the right, in its sole discretion, to substitute the designated Resident Manager's Unit for a different Residential Unit (at the same cost and with similar financial implications as set forth herein) to serve as the Resident Manager's Unit without an amendment to the Plan.

9. The Storage Bin Licenses will require payments by Purchaser of a monthly license fee in the amount set forth on Schedule A (in addition to the purchase price for the license, in the case of the Cellar Storage Bin License), as the same may be increased by the terms of the applicable license agreement. The Parking Space License will require payment of a monthly license fee as specified on Schedule A, as the same may be increased by the terms of the applicable license agreement, in addition to the purchase price for the license.

**SCHEDULE "B"**
**The Greenwich Lane**
**Projected Budget for the First Year of Condominium Operation**
**March 1, 2016-February 28, 2017**

**PROJECTED INCOME:**

| | |
|---|---|
| Common Charges (1) | |
| Residential Units Common Charges…….. | $10,363,800 |
| Retail Unit 1 Common Charges…… | $ 27,602 |
| Retail Unit 2 Common Charges…….…….. | $ 13,513 |
| Storage Unit Common Charges……... | $ 4,242 |
| Community Facility Unit Common Charges…… | $ 77,924 |
| Garage Unit Common Charges…….……..… | $ 61,824 |
| Storage Bin Fees (2)…… | $ 32,265 |
| TOTAL PROJECTED INCOME……..... | $10,581,170 |

**PROJECTED EXPENSES:**

| | |
|---|---|
| Salary, Wages, Payroll Taxes & Benefits (3)…… | $ 4,582,801 |
| Heat and Hot Water (4)…….……. | $ 1,531,200 |
| Cooking and Fireplace Gas (5)…….……..... | $ 68,200 |
| Electricity (6)……. | $ 1,486,375 |
| Water & Sewer (7)……. | $ 216,498 |
| Repairs & Maintenance (8)…… | $ 64,000 |
| Services & Supplies (9)……..... | $ 757,151 |
| Insurance (10)…….…… | $ 443,100 |
| Amenity Facility (11)…… | $ 369,772 |
| Management Fee (12)…….….. | $ 200,000 |
| Legal & Auditing Fees (13)…….…… | $ 25,000 |
| Resident Manager Unit Costs (14)…….…. | $ 43,000 |
| Administration (15)…….…… | $ 50,000 |
| Triangle Park (16)…….……..… | $ 100,000 |
| Reserve Fund (17)……... | $ 424,073 |
| Contingency (18)…….…… | $ 220,000 |
| TOTAL PROJECTED EXPENSES (19)…… | $10,581,170 |

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

## Notes to Schedule B

### (1) COMMON CHARGES - (Budget - $10,581,170)

The estimated Common Charges to be collected from Unit Owners during the first year of Condominium operation are based upon the assumption that the first year of Condominium operation will be the twelve months commencing March 1, 2016. The actual first year of Condominium operation may be earlier or later. Except where specially allocated below, the allocation for the Common Expenses to be borne by the Non-Residential Units: Retail Unit 1, Retail Unit 2, the Storage Unit, Community Facility Unit and the Garage Unit are on the basis of their respective Percentage of Common Interests 1.0291% (Retail Unit 1); .6416% (Retail Unit 2); .0717% (Storage Unit); 3.6998% (Community Facility Unit) and 2.9354% (Garage Unit). As permitted by RPL § 339-m expenses have been specially allocated and apportioned as set forth herein. Also see Article 8 of the Declaration, and sections 2.5(c) and 6.1(F) of the Bylaws.

| | Total | Residential Unit | Retail Unit 1 | Retail Unit 2 | Storage Unit | Community Facility | Garage Unit |
|---|---|---|---|---|---|---|---|
| Projected Income | | | | | | | |
| Common Charges (1) | | | | | | | |
| Residential Units Common Charges | $ 10,363,800 | $ 10,363,800 | | | | | |
| Retail Unit 1 Common Charges | $ 27,602 | | $ 27,602 | | | | |
| Retail Unit 2 Common Charges | $ 13,513 | | | $ 13,513 | | | |
| Storage Unit | $ 4,242 | | | | $ 4,242 | | |
| Community Facility Unit | $ 77,924 | | | | | $ 77,924 | |
| Garage Unit Common Charges | $ 61,824 | | | | | | $ 61,824 |
| Storage Bin Fees (2) | $ 32,265 | $ 32,265 | | | | | |
| Total Projected Income | $ 10,581,170 | $ 10,396,065 | $ 27,602 | $ 13,513 | $ 4,242 | $ 77,924 | $ 61,824 |
| | | | | | | | |
| Expenses | | | | | | | |
| Payroll – (3) | $ 4,582,801 | $ 4,570,731 | $ 1,483 | $ 924 | $ 103 | $ 5,331 | $ 4,229 |
| Heat and Hot Water (4) | $ 1,531,200 | $ 1,531,200 | | | | | |
| Cooking & Fireplace Gas (5) | $ 68,200 | $ 68,200 | | | | | |
| Electricity and Cooling Tower (6) | $ 1,486,375 | $ 1,473,922 | $ 1,530 | $ 954 | $ 107 | $ 5,499 | $ 4,363 |
| Water and Sewer (7) | $ 216,498 | $ 216,498 | | | | | |
| Repair and Maintenance (8) | $ 64,000 | $ 52,710 | $ 6,586 | $ 411 | $ 46 | $ 2,368 | $ 1,879 |
| Service and Supplies (9) | $ 757,151 | $ 733,447 | $ 2,912 | $ 1,815 | $ 203 | $ 10,468 | $ 8,306 |
| Insurance (10) | $ 443,100 | $ 406,012 | $ 4,560 | $ 2,843 | $ 284 | $ 16,394 | $ 13,007 |
| Amenity Facility (11) | $ 369,772 | $ 369,772 | | | | | |
| Management Fee (12) | $ 200,000 | $ 183,245 | $ 2,058 | $ 1,283 | $ 143 | $ 7,400 | $ 5,871 |
| Legal and Audit (13) | $ 25,000 | $ 22,906 | $ 257 | $ 160 | $ 18 | $ 925 | $ 734 |
| Resident Manager Unit Cost (14) | $ 43,000 | $ 42,612 | $ 44 | $ 28 | $ 31 | $ 159 | $ 126 |
| Administration (15) | $ 50,000 | $ 45,810 | $ 515 | $ 321 | $ 36 | $ 1,850 | $ 1,468 |
| Triangle Park (16) | $ 100,000 | $ 91,622 | $ 1,029 | $ 642 | $ 72 | $ 3,700 | $ 2,935 |
| Reserve Fund (17) | $ 424,073 | $ 385,810 | $ 4,364 | $ 2,720 | $ 3,041 | $ 15,690 | $ 12,448 |
| Contingency (18) | $ 220,000 | $ 201,568 | $ 2,264 | $ 1,412 | $ 158 | $ 8,140 | $ 6,458 |
| | | | | | | | |
| Total Projected Expenses | $ 10,581,170 | $ 10,396,065 | $ 27,602 | $ 13,513 | $ 4,242 | $ 77,924 | $ 61,824 |

In the event the projected commencement date of the first year of Condominium operation is to be delayed more than six (6) months from the anticipated date of the First Closing, the Plan will be amended to include a revised budget disclosing the then current budget projections. Sponsor will not declare the Plan effective if any material changes to the budget are not yet disclosed in an amendment to the plan. If the Common Charges in the revised budget projections exceed the earlier budget projections by twenty-five percent (25%) or more, the Sponsor will offer all purchasers the right to rescind their Option Agreements and have their Premium Payments refunded to them, whether or not the Sponsor offers to guarantee the earlier budget projections.

**(2) STORAGE BIN FEES (Budget - $32,265)**

Licensees of the Storage Bins will be obligated to pay a monthly fee to the Condominium for the use of the Storage Bins in an amount set forth in the applicable Storage Bin License Agreement to cover the Condominium's cost of operation and maintenance of the storage area. The estimated monthly license fee for the first year of Condominium operation is $1.00 per square foot, per month, per Cellar Storage Bin, and such fee is also included in the larger monthly fee for the Vault Storage Bins. There are 2,986 square feet of Cellar Storage Bins and at $1 per square foot, a month, the total annual license fee would be $35,832. Since the Condominium may not have all Cellar Storage Bins licensed to Unit Owners during the first year of Condominium operation, the anticipated revenue from these Cellar Storage Bins will be calculated at 27.875% of $35,832 or $9,988 of income during the first year. In addition, the monthly Vault Storage Bin Fees will be $6,660 per month for an annual fee of $79,920. Since the Condominium may not have all the Vault Storage Bins licensed to Unit Owners during the first year, this fee will also be calculated at 27.875% of $79,920 or $ 22,277 of income during the first year of Condominium operation.

**(3) SALARIES, WAGES, PAYROLL TAXES & BENEFITS - (Budget - $4,582,801)**

The budgeted amount includes base wages, worker's compensation and disability insurance, welfare and pension costs, payroll taxes, and the cost of sick days, holidays and vacation pay for a projected building staff of 1 Resident Manager, 1 Assistant Superintendent, 3 Handyman, 21 Concierge, 5.6 Doormen, 1 Elevator Operator, and 12 Porters. The full staff may not be employed until certain Condominium occupancy levels are achieved. The projected level of staffing for the Condominium complies with all applicable housing and labor laws. It is anticipated that such employees will be union members. Accordingly, the labor costs discussed below are computed in accordance with the current contract rate of Local 32B-32J of the Service Employees International Union, AFL-CIO expiring April 20, 2014. A 3% annual wage increase has been assumed for the period April 21, 2014 through April 20, 2015, April 21, 2015 through April 20, 2016 and April 21, 2016 through February 28, 2017.

| | |
|---|---|
| (1) Resident Manager | $150,000, plus apartment and free gas, electricity and telephone. |
| (1) Assistant Superintendent | $80,000 |
| (3) Handyman | $1,000.04 for 7 weeks<br>$1,030.04 for 45 weeks |
| (39.6) 21 Concierge, 5.6 Doorman, and 12 Porters, 1 Elevator Operator | $905.62 for 7 weeks<br>$932.78 for 45 weeks |

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

| | |
|---|---|
| Total Base Wages | $2,480,486 |
| FICA @7.65% of Base Wages | $189,757 |
| Worker's Compensation @ 5.5% of Total Wages | $136,427 |
| FUI & FUTA-NYS Unemployment @ $425 Per Employee | $19,125 |
| NYS Disability @ $60 per employee | $2,700 |
| Union Welfare (health) @ $15,416 per employee | $693,720 |
| Union Pension @ $99.825 per employee per week | $233,590 |
| Legal Fund/Training School Fund @ $369.20 per employee | $16,610 |
| Union Annuity Plan @ $10 per employee per week | $23,400 |
| Total Benefit | $1,315,329 |
| Total Wages, Taxes, & Benefits | $3,795,815 |

In addition to the local 32B and 32J employees listed above, it is anticipated that (6) Watch Engineers will be employed to oversee the Condominium's central heating and cooling plant. These employees are expected to be members of Local 94 and their annual wages and benefits package is $131,164 per person, for an annual total of $786,986. Therefore, the total payroll and related expense for the first year of Condominium operation is projected to be $4,582,801.

It is anticipated that a small portion of the time of the Resident Manager's, Assistant Superintendent, 1 handyman, three porters and 6 watch engineers time (estimated at 10% (4 hours per week, per man) will be devoted to those General Common Elements that service or benefit the Retail Unit 1, Retail Unit 2, Storage Unit, Community Facility Unit and the Garage Unit. Accordingly, only a small portion $144,077 has been allocated to the Retail Unit 1, Retail Unit 2, Storage Unit, Community Facility Unit and the Garage Unit, based upon their Common Interest, with the remainder paid by the Residential Units.

**(4) HEAT AND HOT WATER- (Budget - $1,531,200)**

The budgeted amount is based upon a letter from Jaros Baum Bolles, 80 Pine Street, New York, NY 10005, Sponsor's Consulting Engineer, dated April 11, 2013. It is anticipated that the annual consumption of steam for heat and domestic hot water for the Residential Units will be 34,800 per m/lbs per year at $40.00 per m/lbs for an annual cost of $1,392,000. A 10% inflation factor has been added, for a total estimated cost of $1,531,200. The Non Residential Units will be separately metered or sub-metered for steam.

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

**(5) COOKING & FIREPLACE GAS - (Budget - $68,200)**

The Residential Units will not be separately metered for gas to be used for cooking. Based on a letter dated April 11, 2013 from Jaros Baum Bolles, it is estimated that the gas cost for cooking and fireplace for all the Residential Units, based on 40,000 therm of gas @ $1.55 per therm, will be $62,000, including tax. A 10% inflation factor has been added for cooking gas service. If a Non-Residential Unit requires cooking gas, the Owner of the Unit will be obligated to install a separate system for same at the Unit Owner's sole cost and expense. All costs associated with such supply of cooking gas for the Non-Residential Units will be separately metered or sub-metered and charged to the respective Non-Residential Unit.

**(6) ELECTRICITY - (Budget - $1,486,375)**

The electricity consumption for the first year of Condominium operation provided to the Common Areas of the Condominium (the "Common Areas") was estimated by Jaros Baum Bolles, 80 Pine Street, New York, NY 10005 in a letter dated April 11, 2013. The estimated cost for electricity provided to the Common Areas is based on an assumed consumption of 5,875,000 KWHRS per year at an average cost of $.23 per KWHR for a total annual cost of $1,351,250.

This estimate includes costs for lighting, air conditioning, distribution pumps, miscellaneous floor loads, elevators associated with the Common Areas and the Amenity Facility. A 10% inflation factor has been added for a total Common Area electricity expense of $1,486,375. The Residential Units will bear 90% of this cost based on their respective percentage of Common Interest and all the Units in the Building, Residential and Non-Residential, will bear the remaining 10% of this cost based on their respective percentage of Common Interest.

Electricity will be separately metered for the Non-Residential Units and Retail Unit 1, Retail Unit 2, the Storage Unit and the Community Facility Unit will each pay its proportionate share of the electricity required to operate the cooling tower based on their own sub-metering reading. The Garage Unit has not been allocated any electric cost with respect to the cooling tower because it does not utilize the cooling tower.

Each Residential Unit will be individually metered or sub-metered for consumption of electricity within each Residential Unit. Please refer to Schedule B-1 for electricity estimates for individual sample Residential Units estimated by Jaros Baum Bolles, 80 Pine Street, New York, NY 10005 in a letter dated April 11, 2013.

**(7) WATER AND SEWER - (BUDGET - $216,498)**

The Condominium will have a main water meter which will measure actual water usage. Based upon a letter from Jaros Baum Bolles, dated April 11, 2013, the estimated cost for water and sewer for the Residential Units and Common Areas of the Condominium is based on a combined

charge of $8.78 per CCF and usage of 16,711 CCF. The annual cost for water and sewer charges during the first year of Condominium operation is estimated at $146,725.

Based on the April 11, 2013 letter from Jaros Baum Bolles, Sponsor Consulting Engineers, it is anticipated that 8021 CCF of water will be utilized for cooling tower make up at a cost of $4.20 per CCF for a total cost of $33,690. A 20% inflation factor has been added to all water and sewer usage.

Water and Sewer charges will be separately metered or sub-metered for each of the Non-Residential Units and said Units will pay the cost of water and sewer usage directly to the Condominium Board or the taxing authority. All costs associated with the installation of separate metering or sub-metering equipment for the Non-Residential Units shall be payable by such Units' Owners.

**(8) REPAIRS AND MAINTENANCE - (Budget - $64,000)**

Since the Condominium will be largely new construction, it has no operating history upon which to project future cost of repairs and maintenance. No major capital repairs are included in the Budget since all major construction and mechanical systems will be new. Future major capital repairs to the General Common Elements will be borne by all Unit Owners. The budgeted figure for this item includes the cost of normal maintenance and repairs to the General Common Elements of the Condominium that are the responsibility of the Condominium Board. This projection is based on historic costs for similar projects and includes air conditioning system maintenance and repair of approximately $29,500, plumbing repair of approximately $8,000, pump and motor repair of approximately $6,000, electrical repair of approximately $5,500, trash compactor repair of approximately $3,000, pool and fountain equipment repair of approximately $3,500, steam system repairs of approximately $4,500, and access control and security system repairs of approximately $4,000. This Projection is passed on historic costs for similar projects. Unit Owners will be responsible for the cost of the interior maintenance, repair, decorating, and painting of their respective Units, including the appliances, and heating/air conditioning units, except as otherwise expressly specified in the Condominium Documents. The budgeted amount for repairs and maintenance has been allocated to all Units, Residential and Non-Residential Units, based upon their respective percentage of Common Interest for the first year of Condominium operation. In subsequent years, any repair and maintenance expense specifically for the Residential Limited Common Elements will be borne by the Residential Unit Owners solely and all general Common Element repairs and maintenance will be allocated to all Unit Owners based on their respective Percentage of Common Interest.

**(9) SERVICE AND SUPPLIES - (Budget - $757,151)**

The budgeted amount includes the cost of shared cleaning equipment and miscellaneous supplies for the Common Elements as well as the anticipated cost of service contracts to be entered into by the Condominium Board during the first year of Condominium operation.

All of the mechanical systems within the Condominium will be new, and some will be under a full service maintenance contract for the first year of Condominium operation from the contractors who will install the system. No maintenance or service contracts have been entered into as of the date of the Plan. The budgeted amounts are based upon the experience of the Sponsor's budget expert, Penmark Management LLC, in operating similar buildings. While this

Schedule B includes a reasonable allowance for possible increases in cost that may occur prior to and during the first year of Condominium operation, no warranty is made that the actual cost for these or other services will be in accordance with these projections.

It is projected that the Condominium Board will enter into maintenance agreements and/or for the following services:

| | |
|---|---|
| Metal/Marble/ Wood Maintenance | $55,104 |
| Heating and Cooling System | $25,000 |
| Elevator Maintenance | $125,000 |
| Sprinkler System/Fire Protective Alarm System/Alarm Central Station | $160,000 |
| Landscaping | $108,750 |
| Exterminator | $16,694 |
| Uniform Cleaning and Maintenance | $34,480 |
| Water Treatment | $35,751 |
| Miscellaneous Supplies | $82,656 |
| Lobby Flowers | $27,552 |
| Generator | $5,500 |
| BuildingLink | $5,000 |
| Sub-meters | $20,664 |
| Building Maintenance System | $55,000 |

The shared Condominium staff will be responsible for the cleaning and maintenance of the General Common Elements. The estimated budgeted cost for Sprinkler System/Fire Protective Alarm System, the exterminator, water treatment, generator, and building maintenance system and $10,000 of the estimated $82,656 budgeted for Miscellaneous Supplies have been allocated between the Non-Residential Units and the Residential Units based upon each Unit's respective percentage of Common Interest. The balance of the costs have been allocated only to the Residential Units, since the Residential Units will utilize these services exclusively.

**(10) INSURANCE – (Budget - $443,100)**

Based upon the proposal dated January 16, 2013, from Willis of New York having an office at One World Financial Center, 200 Liberty Street, New York, NY the following insurance coverage will be obtained for the Building for the first year of Condominium Operation:

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

**Property Policy**

$448,000,000 Building "All Risk", Special Form, Agreed Amount, No Co-insurance, Replacement Cost, $50,000 Deductible, terrorism included

$7,500,000 Loss of Income (common charges) actual loss sustained with 12 months cap-value

$10,000,000 Flood - $50,000 Deductible

$10,000,000 Earthquake - $50,000 Deductible

Included Back up of sewers and drains and underground water main, deductible $50,000

Special Property Provision
$25,000 - Canopies/awnings
Included - Glass
$1,000,000 - Debris Removal

Included in building limit – Loss to Undamaged Portion of Building/demolition and increased cost of construction Blanket limit $2,500,000.

Included - Boiler & Machinery – 'comprehensive' form –Property Damage Limit- up to Building Limit - Loss of Income – included, deductible property damage- $50,000, deductible - loss of Income -12 hours

$50,000 Personal property-valuable papers-No Personal Property of Others insurance

**General Liability Policy**

$1,000,000 Each Occurrence Limit

$2,000,000 General Aggregate Limit per location

$1,000,000 Products/Completed Operations

$ 50,000 Fire Damage Legal Liability

$ 5,000 Medical Payments

$ 1,000,000 Personal & Advertising Injury

$ 1,000,000 Non-owned & hired automobile liability

$ 100,000 Fidelity Bond

$1,000,000 Directors & Officers Liability - Retention $5,000-managing agent, Rider included

**Crime Coverage**

$ 1,000,000 Employee Dishonesty, Depositors, Forgery-Managing Agent Rider included

$ 5,000 Computer Fraud, Funds Transfer - $1,000 deductible

**Umbrella Liability**

$ 100,000,000 Umbrella Liability-Directors and officers included, mold excluded

The annual premium for the above mentioned insurance portfolio is estimated to be $443,100.

. Insurance costs include casualty and liability coverage for the Triangle Park. The insurance costs are for the entire Condominium, and have been allocated among the Residential Units and Non-Residential Units based upon each Unit's respective percentage of Common Interest

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

The proposal will provide "replacement cost coverage" for the Condominium. In the opinion of the above named insurance broker, the foregoing insurance is sufficient to restore the Condominium in the event of a covered loss, however, it is not intended to take the place of a professional appraiser's estimate in determining the actual replacement cost. **FOR AS LONG AS THE LENDERS (AS DEFINED IN THE SPECIAL RISKS) HOLDS AT LEAST $10,000,000 OR MORE IN OUTSTANDING DEBT ON THE PROPERTY UNDER ITS EXISTING CONSTRUCTION LOAN WITH SPONSOR, THE "ALL RISK" INSURANCE SHALL BE IN AN AMOUNT REASONABLY APPROVED BY JPMC, BUT NOT LESS THAN REQUIRED PURSUANT TO THE NEW YORK STATE ATTORNEY GENERAL REGULATIONS.**

The quotation is an indication of insurance premiums at current rates. It is not possible to predict whether future coverage will continue to be available at the same premium. Generally, the projected premium contemplates a rise in rates.

Section 339-bb of the New York Real Property Law provides that in charging the building insurance premiums to Unit Owners, consideration may be given to the higher premium rates on some Units than others caused by such Unit Owners particular manner of use.

Each individual Unit Owner is required under the Condominium By-laws to obtain additional Unit Owner's insurance at such Unit Owner's own cost for the coverages set forth therein (which insurance also requires coverages for those Unit Owners with Storage Bin Licenses or Parking Space Licenses), which is not included in the above coverage; such coverage includes:

- Personal property within their Units;

- Fire or casualty losses to the contents of the Unit and any replacements, additions, upgraded fixtures and improvements therein; and

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

It is recommended that Unit Owners consult with an insurance broker as to the necessity for, and the desirability of, obtaining coverage for one or more of such risks and as to the amount of such coverage.

**(11) AMENITY FACILITY - (Budget - $369,772)**

The Condominium will have an Amenity Facility which will include a pool, fitness center, lounge, children's recreation room, and other activities. It is anticipated that the Condominium Board will enter into an agreement with The Wright Fit ("TWF") to operate the Exercise Facility portion of Amenity Facility at a cost of $369,772 for the first year of Condominium Operation. As described more particularly in the Plan, Sponsor makes no representation that TWF will be the operator for the Exercise Facility portion of the Amenity Facility, and reserves the right to select another operator (or no operator) for the Amenity Facility. See the Special Risks Section of the Plan for further details.

**(12) MANAGEMENT FEE - (Budget - $200,000)**

The Condominium will be managed by Rudin Management Co., Inc., having principal offices at 345 Park Avenue, New York, NY 10154. Rudin Management Co., Inc. is an affiliate of the Sponsor. The period of the initial management agreement shall be for six (6) years at an initial annual fee of $200,000, payable in equal monthly installments, with such fee escalating by 2.5% each year, as provided in the Management Agreement. Certain other fees shall be charged by Rudin Management Co., Inc. to Unit Owners on a usage basis. The current amount of such fees are as set forth below:

| | | |
|---|---|---|
| i. | Sale, Lease or Sublease of Unit | $ 1,000 |
| ii. | Renewal of Lease (same tenant) | $ 500 |
| iii. | Transfer of Title (related party transaction) | $ 500 |
| iv. | Move in/out coordination fee (Not required for initial move-in of first Unit Owners after Condominium initially commences operations) | $ 1,000 |
| v. | Alteration coordination fee | $ 1,500 |

This budgeted item will be allocated to all Units, Residential and Non-Residential, based upon each Unit's respective percentage of Common Interest.

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

**(13) LEGAL & AUDIT FEES - (Budget - $25,000)**

The Condominium Board will engage a law firm to act as the attorney for the Condominium. The estimated cost for these minor legal services for the first year of Condominium operation, which do not include special collection matters or litigation, is $10,000. It is anticipated that the Condominium Board will enter into an agreement with the accounting firm of Kleiman & Weinshank, LLP, 2 Penn Plaza, 5th Floor, New York, NY 10121, to provide auditing, tax return preparation and financial statement services for the Condominium. It is estimated that the first year cost for these services will be $15,000.

This budgeted item will be shared by all Units based upon each Unit's respective percentage of Common Interest.

**(14) RESIDENT MANAGERS UNIT COSTS - (Budget - $43,000)**

Residential Unit RM shall be designated as the Resident Manager's Unit and will be occupied by the Resident Manager of the Building and owned by the Condominium.

The Condominium will be responsible for the real estate taxes on the Resident Manager's Unit. The estimated Real Estate Taxes for the first year of Condominium operation for Unit RM will be approximately $26,000.

In addition, the Condominium will be responsible for the cost of the electricity estimated at $6,000 per year, basic telephone at $4,000 per year and minor repairs at $7,000 per year for the Resident Manager's Unit. The estimated costs for the Resident Manager's Unit for the Condominium's first year of operation is $43,000. Since the Resident Manager's time will be devoted mostly to the service of the Residential Units and the Residential Common Elements with only a minor portion of the Resident Manager's time (estimated at four (4) hours a week in note 3 above) devoted to the General Common Elements, the costs for the Resident Manager's Unit have been allocated in the same ratio as the wage and related payroll expenses of the Resident Manager in note 3 above.

**(15) ADMINISTRATION – (Budget - $50,000)**

The budgeted amount includes anticipated expenses for telephone, postage, printing, miscellaneous office supplies, payroll processing costs, permits and fees and local telephone usage in the Resident Manager's office and other administrative costs associated with the Condominium.

This budgeted item will be allocated to the Residential and Non-Residential Units based upon each Unit's respective Common Interest.

**(16) TRIANGLE PARK (Budget - $100,000)**

As described in the Special Risks and the section of this Offering Plan entitled "Triangle Park", the Condominium is obligated to pay for the cost of maintaining, operating and insuring the Triangle Park. An estimate of the annual costs dated June 11, 2013 was provided by Scott Landscape Design, Inc., located at 41 Madison Avenue, 31st Floor, New York, New York 10010.

The Units will share the maintenance, operation and insurance expense based on each Unit's respective percentage of Common Interest.

**(17) RESERVE FUND (Budget - $424,073)**

The Reserve Fund amount was the product of a Reserve Study by Strategic Inspections, LLC, Sponsor's reserve study consultant, dated March 7, 2013. This reserve fund will be used towards future capital repairs, replacements and improvements of certain Common Elements and facilities of the Buildings. No representation is made as to the actual or anticipated cost, or timing or nature of any such capital work or the adequacy of any such reserve.

This reserve fund will be allocated to all Unit Owners based on their respective Common Interest Percentage.

**(18) CONTINGENCY – (Budget - $220,000)**

The contingency provides a fund for possible expenses not included in the projected budget, or possible increases in one or more categories of operating expense beyond the projected amounts. There can be no assurance that such fund will be sufficient to pay for major capital repairs or replacement items which may be needed within the first five (5) years of the Condominium's operation. If additional funds are required over and above these funds, it may be necessary to increase Common Charges or separately assess all Unit Owners. This projection is based on historic costs for similar projects.

The budgeted item will be shared by all Units based upon each Unit's respective percentage of Common Interest.

Subject to certain limitations in the Offering Plan, the budget may be modified from time to time prior to the commencement of, or during, condominium operation, to add new items of expense or to increase or decrease one or more items of operating expense. The funds for such modifications may be provided by decreasing the contingency amount or by decreasing one or more other items of expense, or both. In addition, after the closing, the Condominium Board may, in its discretion, utilize the contingency fund to the extent necessary to fund such modifications. The Offering Plan does contain a reserve for capital expenditures but no representation is made that the same shall be sufficient to fully cover any major capital expense.

**(19) TOTAL PROJECTED EXPENSES – (Budget - $10,581,170)**

The projections set forth in this Budget assume that the first year of Condominium operation will cover the period from March 1, 2016 through February 28, 2017.

**IN THE OPINION OF PENMARK MANAGEMENT LLC, THE PROJECTED INCOME IS ADEQUATE TO MEET THE ESTIMATED GENERAL COMMON EXPENSES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION. THE BUDGET, HOWEVER, IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE OR WARRANTY BY ANYONE THAT THE ANNUAL GENERAL COMMON CHARGES OR GENERAL COMMON EXPENSES FOR THE FIRST OR ANY SUBSEQUENT YEAR OF OPERATION OF THE PROPERTY BY THE CONDOMINIUM BOARD WILL BE AS SET FORTH IN THE BUDGET. IN FACT, IT IS LIKELY THAT THE ACTUAL INCOME AND EXPENSES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION WILL VARY FROM THE AMOUNTS SHOWN IN THE BUDGET.**

## SCHEDULE B-1
## Projected Individual Energy Costs Budget

Jaros, Baum & Bolles, having an office at 80 Pine Street, NY, NY 10005, has provided the following estimate of annual electric energy costs for lighting and for operating the typical electrical appliances located in each Residential Unit. A schedule of estimated annual costs of electricity for the Residential Units follows on the next page.

The projected rates are not guaranteed and it must be expected that these rates will increase with the passage of time and may be affected by many factors which are beyond the control of Sponsor. Purchasers are advised that the projections are only estimates and actual consumption will be metered and will vary based on the personal needs of Residential Unit Owners and weather conditions.

Schedule B-1 is continued on the following pages.

# Schedule B1

| Address | Unit Number | Estimated Annual Electricity Cost ($/year) |
|---|---|---|
| Townhouses | 133 | 14,400 |
| Townhouses | 135 | 15,400 |
| Townhouses | 137 | 15,500 |
| Townhouses | 139 | 15,400 |
| Townhouses | 141 | 16,100 |
| | | |
| 145 West 11th Street | 1 | 1,800 |
| 145 West 11th Street | 2 | 9,200 |
| 145 West 11th Street | 3 | 7,300 |
| 145 West 11th Street | 4 | 7,300 |
| 145 West 11th Street | 5 | 7,300 |
| 145 West 11th Street | 6 | 7,300 |
| 145 West 11th Street | 7 | 7,300 |
| 145 West 11th Street | 8 | 7,300 |
| 145 West 11th Street | PH | 9,800 |
| | | |
| 155 West 11th Street | S1 | 1,200 |
| 155 West 11th Street | S2 | 900 |
| 155 West 11th Street | S3 | 800 |
| 155 West 11th Street | S4 | 1,000 |
| 155 West 11th Street | S5 | 900 |
| 155 West 11th Street | S6 | 1,200 |
| 155 West 11th Street | 2G | 4,900 |
| 155 West 11th Street | 2H | 2,700 |
| 155 West 11th Street | 2J | 2,000 |
| 155 West 11th Street | 2K | 3,700 |
| 155 West 11th Street | 2L | 1,300 |
| 155 West 11th Street | 2M | 1,700 |
| 155 West 11th Street | 3G | 4,800 |
| 155 West 11th Street | 3H | 2,700 |
| 155 West 11th Street | 3J | 2,000 |
| 155 West 11th Street | 3K | 3,700 |
| 155 West 11th Street | 3L | 1,300 |
| 155 West 11th Street | 3M | 1,700 |
| 155 West 11th Street | 4G | 5,300 |
| 155 West 11th Street | 4H | 2,700 |

| Address | Unit Number | Estimated Annual Electricity Cost ($/year) |
|---|---|---|
| 155 West 11th Street | 4J | 2,000 |
| 155 West 11th Street | 4K | 3,700 |
| 155 West 11th Street | 4L | 1,300 |
| 155 West 11th Street | 4M | 1,700 |
| 155 West 11th Street | 5G | 4,700 |
| 155 West 11th Street | 5H | 2,700 |
| 155 West 11th Street | 5J | 2,000 |
| 155 West 11th Street | 5K | 3,300 |
| 155 West 11th Street | 5L | 1,300 |
| 155 West 11th Street | 5M | 1,700 |
| 155 West 11th Street | PH6 WEST | 8,300 |
| 155 West 11th Street | PH6 EAST | 7,000 |
| 155 West 11th Street | PH7 WEST | 5,600 |
| 155 West 11th Street | PH7 EAST | 6,200 |
| 155 West 11th Street | 2B | 2,900 |
| 155 West 11th Street | 3B | 2,700 |
| 155 West 11th Street | 4B | 2,800 |
| 155 West 11th Street | 4C | 3,100 |
| 155 West 11th Street | 4D | 3,000 |
| 155 West 11th Street | 4E | 2,300 |
| 155 West 11th Street | 4F | 3,200 |
| 155 West 11th Street | 4A | 2,700 |
| 155 West 11th Street | 5B | 2,700 |
| 155 West 11th Street | 5C | 3,600 |
| 155 West 11th Street | 5A | 7,400 |
| 155 West 11th Street | 6B | 3,900 |
| 155 West 11th Street | 6C | 3,100 |
| 155 West 11th Street | 6D | 2,500 |
| 155 West 11th Street | 6A | 6,000 |
| 155 West 11th Street | 7B | 3,900 |
| 155 West 11th Street | 7C | 3,200 |
| 155 West 11th Street | 7D | 2,500 |
| 155 West 11th Street | 7A | 5,900 |
| 155 West 11th Street | 8B | 3,900 |
| 155 West 11th Street | 8C | 3,100 |
| 155 West 11th Street | 8D | 2,500 |
| 155 West 11th Street | 8A | 6,400 |

| Address | Unit Number | Estimated Annual Electricity Cost ($/year) |
|---|---|---|
| 155 West 11th Street | 9B | 3,900 |
| 155 West 11th Street | 9C | 3,100 |
| 155 West 11th Street | 9D | 2,500 |
| 155 West 11th Street | 9A | 6,400 |
| 155 West 11th Street | 10B | 3,900 |
| 155 West 11th Street | 10C | 3,100 |
| 155 West 11th Street | 10D | 2,500 |
| 155 West 11th Street | 10A | 6,400 |
| 155 West 11th Street | 11B | 3,900 |
| 155 West 11th Street | 11C | 3,100 |
| 155 West 11th Street | 11D | 2,500 |
| 155 West 11th Street | 11A | 6,400 |
| 155 West 11th Street | TH6 | 8,300 |
| 155 West 11th Street | 12B | 3,600 |
| 155 West 11th Street | 12C | 2,900 |
| 155 West 11th Street | 12D | 2,500 |
| 155 West 11th Street | 12A | 6,400 |
| 155 West 11th Street | 14B | 4,100 |
| 155 West 11th Street | 14C | 3,000 |
| 155 West 11th Street | 14D | 2,500 |
| 155 West 11th Street | 14A | 6,400 |
| 155 West 11th Street | PH EAST | 7,700 |
| 155 West 11th Street | 15C | 3,400 |
| 155 West 11th Street | PH WEST | 9,900 |
| 155 West 11th Street | PH NORTH | 5,400 |
| 155 West 11th Street | PH SOUTH | 12,400 |
| | | |
| 160 West 12th Street | *RM | 2,100 |
| 160 West 12th Street | 21 | 2,600 |
| 160 West 12th Street | 22 | 1,600 |
| 160 West 12th Street | 23 | 2,000 |
| 160 West 12th Street | 24 | 2,500 |
| 160 West 12th Street | 25 | 1,500 |
| 160 West 12th Street | 26 | 2,600 |
| 160 West 12th Street | 27 | 2,800 |
| 160 West 12th Street | 28 | 4,000 |
| 160 West 12th Street | 31 | 2,600 |

| Address | Unit Number | Estimated Annual Electricity Cost ($/year) |
|---|---|---|
| 160 West 12th Street | 32 | 1,600 |
| 160 West 12th Street | 34 | 4,600 |
| 160 West 12th Street | 35 | 1,500 |
| 160 West 12th Street | 36 | 2,600 |
| 160 West 12th Street | 37 | 2,800 |
| 160 West 12th Street | 38 | 4,000 |
| 160 West 12th Street | 41 | 2,600 |
| 160 West 12th Street | 42 | 1,600 |
| 160 West 12th Street | 44 | 4,600 |
| 160 West 12th Street | 45 | 1,500 |
| 160 West 12th Street | 46 | 2,600 |
| 160 West 12th Street | 47 | 2,800 |
| 160 West 12th Street | 48 | 4,000 |
| 160 West 12th Street | 51 | 2,600 |
| 160 West 12th Street | 52 | 1,600 |
| 160 West 12th Street | 54 | 4,600 |
| 160 West 12th Street | 55 | 1,500 |
| 160 West 12th Street | 56 | 2,600 |
| 160 West 12th Street | 57 | 2,800 |
| 160 West 12th Street | 58 | 4,000 |
| 160 West 12th Street | 61 | 2,600 |
| 160 West 12th Street | 62 | 1,600 |
| 160 West 12th Street | 64 | 4,600 |
| 160 West 12th Street | 65 | 1,500 |
| 160 West 12th Street | 66 | 2,600 |
| 160 West 12th Street | 67 | 2,800 |
| 160 West 12th Street | 68 | 4,000 |
| 160 West 12th Street | 72 | 3,300 |
| 160 West 12th Street | 74 | 4,800 |
| 160 West 12th Street | 75 | 1,900 |
| 160 West 12th Street | 76 | 4,100 |
| 160 West 12th Street | 78 | 4,000 |
| 160 West 12th Street | 82 | 3,300 |
| 160 West 12th Street | 84 | 4,800 |
| 160 West 12th Street | 85 | 1,900 |
| 160 West 12th Street | 86 | 4,100 |
| 160 West 12th Street | 88 | 4,000 |

| Address | Unit Number | Estimated Annual Electricity Cost ($/year) |
|---|---|---|
| 160 West 12th Street | 92 | 3,300 |
| 160 West 12th Street | 94 | 5,400 |
| 160 West 12th Street | 96 | 4,600 |
| 160 West 12th Street | 98 | 4,000 |
| 160 West 12th Street | 102 | 2,400 |
| 160 West 12th Street | 104 | 4,700 |
| 160 West 12th Street | 106 | 4,600 |
| 160 West 12th Street | 108 | 4,000 |
| 160 West 12th Street | PHA | 11,300 |
| 160 West 12th Street | PH3 | 7,800 |
| 161 West 12th Street | PH2 | 12,500 |
| | | |
| 150 West 12th Street | M-4 | 10,200 |
| 150 West 12th Street | M-6 | 4,000 |
| 150 West 12th Street | M-5 | 8,700 |
| 150 West 12th Street | 3 East | 6,800 |
| 150 West 12th Street | 3 West | 6,800 |
| 150 West 12th Street | 4 East | 2,400 |
| 150 West 12th Street | 4 West | 2,400 |
| 150 West 12th Street | 5 East | 3,400 |
| 150 West 12th Street | 5 West | 3,400 |
| 150 West 12th Street | 6 East | 3,400 |
| 150 West 12th Street | 6 West | 3,400 |
| 150 West 12th Street | 7 East | 3,400 |
| 150 West 12th Street | 7 West | 3,400 |
| 150 West 12th Street | 8 East | 3,400 |
| 150 West 12th Street | 8 West | 3,400 |
| 150 West 12th Street | 9 East | 3,400 |
| 150 West 12th Street | 9 West | 3,400 |
| 150 West 12th Street | 10 East | 3,400 |
| 150 West 12th Street | 10 West | 3,400 |
| 150 West 12th Street | 11 East | 3,400 |
| 150 West 12th Street | 11 West | 3,400 |
| 150 West 12th Street | 12 East | 3,400 |
| 150 West 12th Street | 12 West | 3,400 |
| 150 West 12th Street | PH1 | 10,200 |
| | | |

West Village Residences Table 2 4-11-13

| Address | Unit Number | Estimated Annual Electricity Cost ($/year) |
|---|---|---|
| 140 West 12th Street | M-1 | 3,900 |
| 140 West 12th Street | M-2 | 6,400 |
| 140 West 12th Street | M-3 | 5,600 |
| 140 West 12th Street | 201 | 1,800 |
| 140 West 12th Street | 200 | 3,800 |
| 140 West 12th Street | 302 | 5,000 |
| 140 West 12th Street | 301 | 2,700 |
| 140 West 12th Street | 300 | 3,900 |
| 140 West 12th Street | 303 | 2,700 |
| 140 West 12th Street | 402 | 5,000 |
| 140 West 12th Street | 401 | 2,700 |
| 140 West 12th Street | 400 | 3,900 |
| 140 West 12th Street | 403 | 2,700 |
| 140 West 12th Street | 502 | 5,000 |
| 140 West 12th Street | 501 | 2,700 |
| 140 West 12th Street | 500 | 3,900 |
| 140 West 12th Street | 503 | 2,700 |
| 140 West 12th Street | PH6A | 7,700 |
| 140 West 12th Street | PH6B | 11,700 |
| 140 West 12th Street | PH7B | 8,900 |
| 140 West 12th Street | PH7A | 9,600 |
| 140 West 12th Street | PH8 | 9,100 |

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◊ NY & CT BAR
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●● NY & DC BAR
†† NY & MA BAR
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WRITER'S DIRECT DIAL/E-MAIL

September 3, 2013

West Village Residences LLC
c/o Rudin Management Co., Inc.
345 Park Avenue
New York, New York 10154

Re: The Greenwich Lane
133 West 11th Street, 135 West 11th Street, 137 West 11th Street,
139 West 11th Street, 141 West 11th Street, 145 West 11th Street,
155 West 11th Street, 140 West 12th Street, 150 West 12th Street
and 160 West 12th Street, New York, New York 10011 (the "Property")

**OPINION RE: COMPLIANCE WITH RPL 339-i**

Ladies and Gentlemen:

You have requested an opinion from us with regards to your allocation of common interest to units in your proposed condominium at the Property (the "Offering Plan").

You have informed us that the allocation of the percentage of common interest for the condominium units in the Offering Plan for the Property has been made pursuant to Section 339(i)(1)(iv) of the Real Property Law, based upon floor space, subject to the location of such space and the additional factors of relative value to the space in the condominium, the uniqueness of the units, the availability of common elements for exclusive or shared use and the overall dimensions of the particular unit. A letter to you dated as of September 3, 2013 from Penmark Management LLC, and included in the Offering Plan states that Penmark Management LLC has reviewed the common interests for each unit in consultation with the architect for the project pursuant to the foregoing formula. Based solely upon the foregoing, in our opinion, the Offering Plan and the allocation of percentage interest in the common interests on Schedule A attributable to each unit conforms to Section 339-I(1)(iv) of the New York Real Property Law.

We are licensed attorneys in the City of New York, and have been involved as legal counsel with respect to the ownership, operation, purchase and sale of multifamily residential

buildings, condominiums and cooperatives for more than 20 years. Goldfarb & Fleece LLP is the attorney for Sponsor.

You have advised me of your intention to incorporate this letter in the plan, and I hereby consent to such inclusion.

Very truly yours,

GOLDFARB & FLEECE LLP

By: Goldfarb & Fleece LLP

Sworn to before me this
3rd day of September, 2013

Donna M. Acosta
Notary Public

DONNA M. ACOSTA
Notary Public, State of New York
No. 01AC6169031
Qualified in Orange County
Commission Expires June 18, 20 15
August

HALSTEAD
PENMARK

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

September 3, 2013

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

Attention: Investment Protection Bureau

Re: Condominium Offering Plan
The Greenwich Lane
133 West 11th Street, 135 West 11th Street,
137 West 11th Street, 139 West 11th Street,
141 West 11th Street, 145 West 11th Street,
155 West 11th Street, 140 West 12th Street,
150 West 12th Street , 160 West 12th Street
New York, New York 10011 ("Property")

Dear Sir/Madam:

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

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

The Common Interest of each Unit has been determined in accordance with Real Property Law Section 339-i.1 based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit in accordance with subsection (iv).

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

HALSTEAD
PENMARK

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

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

Very truly yours,

PENMARK MANAGEMENT LLC

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

## NON-RESIDENTIAL UNITS

As more particularly described in the Declaration and in the Description of Property and Improvements, each of which are contained in Part II of the Plan, the Condominium will contain two (2) Retail Units, one (1) Storage Unit, one (1) Community Facility Unit, and one (1) Garage Unit, all as more particularly shown on the Unit Floor Plans.

Pursuant to N.Y. Real Prop. Law ("RPL") §339-m, common expenses and profits (except as to insurance) must be charged and distributed in accordance with the allocation of Common Interests, unless otherwise permitted as provided in that statute. The RPL authorizes special allocations if the same are authorized by the By-laws and Declaration, and there are special allocations affecting the Non-Residential Units that are more particularly described in Article 8 of the Declaration, and sections 2.5(c) and 6.1(F) of the Bylaws and the First Year's Budget.

As long as Lenox Hill Hospital, its parent North Shore – Long Island Jewish Health System or any affiliated entity (collectively, "North Shore-LIJ") is engaged in the development, construction or operation of a medical facility on the west side of Seventh Avenue between West 12th and West 13th Streets, no office, community facility or retail space in the Condominium (including the Community Facility Unit, Retail Units and Storage Unit) may be used for any of the following purposes: (i) an emergency medical care facility, or facility marketed as an urgent care or urgent treatment facility; (ii) any medical practice or facility whose primary business is the provision of medical imaging services, or any medical practice and/or facility utilizing two (2) or more Computed Tomography imaging devices (CT), or two (2) or more Magnetic Resonance Imaging devices (MRI), or a Positron Emission Tomography device (PET); (iii) any ambulatory surgery facility or any medical facility marketed as and whose primary business is pain treatment; or (iv) any medical practice owned by, that holds itself out as being affiliated with, or whose signage identifies the practice as being affiliated with, a hospital, health system or medical school other than North Shore-LIJ or its affiliates. This restriction shall apply to and be contained in any deed, lease or conveyance of the Non-Residential Units (other than the Garage Unit), and shall be binding on such Non-Residential Unit Owners, and their respective successors and assigns, and shall inure solely to the benefit of North Shore-LIJ, and may be enforced by North Shore-LIJ which shall be entitled to seek injunctive relief, damages and/or any other remedy available in law or equity in the case of a breach or threatened breach thereof.

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## RETAIL UNITS

The Condominium will initially contain 2 Retail Units, shown as Retail Unit 1 and Retail Unit 2 on the Unit Floor Plans. The Retail Units are not being offered for sale pursuant to the Plan.

Retail Unit 1 will consist of approximately 5,483 square feet and will be located on a portion of the ground floor as shown on the Unit Floor Plans. Retail Unit 1 includes, in addition to the general items listed in Section 6.3 of the Declaration, and each Retail Unit 1 Owner shall be responsible for, to the extent they service such Retail Unit 1 exclusively, (a) any elevator, escalator, staircase, freight or service entrance, ramp, canopy, storefront lighting and signage, and any other Facilities, including outdoor signage for Retail Unit 1, and (b) the exterior side of all entrances and service doors and the exterior side of all windows in or opening from Retail Unit 1.

Retail Unit 2 will consist of approximately 3,395 square feet and will be located on a portion of the ground floor as shown on the Unit Floor Plans. Retail Unit 2 includes, in addition to the general items listed in Section 6.3 of the Declaration, and each Retail Unit 2 Owner shall be responsible for, to the extent they service such Retail Unit 2 exclusively, (a) any elevator, escalator, staircase, freight or service entrance, ramp, canopy, storefront lighting and signage, and any other Facilities, including outdoor signage for Retail Unit 2, and (b) the exterior side of all entrances and service doors and the exterior side of all windows in or opening from Retail Unit 2.

No representation is made with respect to the ownership of all or any portion of the Retail Units, who the future owners, tenants or occupants of any portion of the Retail Units may be at any time, or as to the uses to which the Retail Units may be put at any time except that the Retail Units may be used for any purpose permitted by Law. Notwithstanding the foregoing, the Retail Units may not be used for any Prohibited Use.

No assurance, representation, or warranty is given that any of the owners, tenants, occupants, or users of the Retail Units will not be objectionable to Residential Unit Owners or other parties. The uses of the Retail Units may generate noise, traffic, fumes or other disturbances over which the Residential Unit Owners will have no control.

Subject to compliance with applicable provisions of the Condominium Documents, each Retail Unit may be combined or subdivided by the Retail Unit Owner into 2 or more separate condominium units without prior notice and without amendment to the Plan. Any additional condominium units created as a result of a subdivision of a Retail Unit by Sponsor may be offered for sale at any time by a duly filed amendment to the Plan. Additionally, any Retail Unit created as a result of such sub-division will retain the same rights afforded the Retail Unit Owners as set forth herein.

As provided for in the First Year's Budget, the Retail Units have not been allocated any expense for certain expenses of the Condominium relating to services for which they do not receive any benefit. As set forth in the First Years' Budget, the Retail Unit Owners shall also pay Common Charges and any related special assessments on a reduced basis with respect to certain expenses of the Condominium relating to services for which the Retail Units receive less than full benefits. See Schedule B for further details. The Common Charges payable by the Retail Unit Owners are sufficient to cover the expenses fairly attributable to the Retail Units. The Common Charges reflect the fact that the Retail Units will be making minimum use of certain services and common areas of the Condominium.

Residential Unit Owners will not have any interest in the rents, profits or revenues from the rental, sale or use of any Retail Unit.

The Retail Units shall be required to provide for private refuse disposal and shall dispose of refuse in accordance with Law, and shall not permit any refuse to be placed on the curb or remain on the curb during the hours of 10AM to 6PM.

Without limiting the applicability of the entire Restrictive Declaration to the Retail Units, the Retail Units shall be subject to the restrictions and requirements relating to signage set forth in the Restrictive Declaration. Special Risk No. 10 above contains additional restrictions applicable to the Retail Units.

During construction of Retail Unit 1, electromagnetic field shielding may be accomplished by installation of metal plates within or on top of the ground floor slab at a portion of Retail Unit 1 and a portion of the adjacent general common area to reduce any potential interference from the electrical equipment located below Retail Unit 1 with electronic devices. If so installed, this metal plating will also continue to a height of approximately 8 feet up the walls of a portion of Retail Unit 1. Notwithstanding anything in this Plan, the Declaration or Bylaws to the contrary, any metal plating so installed may not be removed or altered without permission of the Condominium Board.

The following is a summary of certain additional rights and obligations of the Retail Unit Owners relating to the use and ownership of the Retail Unit:

(i) the Retail Units may be used for any purposes permitted by Law, subject to the restrictions set forth above;

(ii) each Retail Unit Owner and its Permitted Users, shall have the right, without the approval of the Condominium Board, the Managing Agent, other Unit Owners, or representatives of holders of mortgages on Units to make alterations, additions, improvements, or repairs in or to the interior portions of the Retail Units, whether structural or non-structural, ordinary or extraordinary, and to subdivide and/or combine such Retail Unit, provided that such alterations, additions, improvements or repairs are in compliance with Law and do not adversely affect the structural integrity or mechanical systems of the Condominium, subject to the terms of the Condominium Documents, including obtaining Sponsor's consent if prior to the issuance of a FCO for the Condominium or while Sponsor owns at least one Unsold Unit;

(iii) Each Retail Unit Owner and its Permitted Users shall have the right and easement (a) for ingress and egress through the designated routes shown on the Floor Plans for the purpose of accessing such Retail Unit, subject to reasonable safety restrictions placed on access to common hallways servicing the Residential Units adopted by the Condominium Board, and (b) to use the sidewalks adjacent to such Retail Unit for any purposes permitted by Law.

Each Retail Unit Owner shall have the right, subject to the terms of the Declaration, the By-laws, the Rules and Regulations, and Law, as applicable, to erect, maintain, repair and replace, from time to time, one or more signs, of such size and content as the Retail Unit Owner shall determine, in the storefronts and windows of such Retail Unit for the purpose of advertising the sale or lease of all or any portion of such Retail Unit and the operation of any business of a Permitted User of all or any portion of such Retail Unit. Consistent with the grant of such signage rights, and the ongoing right of the Retail Unit Owners to enjoy the benefits thereof, during any time Retail Unit Owner signage is not visible from the street due to any structure (e.g., a sidewalk bridge, scaffolding or any similar visual barrier), the affected Retail Unit Owner, at its sole cost and expense, and in compliance with Law, shall be permitted to erect temporary replacement signage on such structure. Any such sign shall be in the same

approximate location on such structure as such sign then exists on the building. Such sign on the temporary structure shall be similar to the signage that is temporarily not visible, and shall be subject to the prior approval of the Condominium Board, whose approval shall not be unreasonably withheld, conditioned or delayed. The Condominium Board shall take all reasonable actions to ensure that any sidewalk bridge to be installed that may affect the Retail Units shall be a so-called 'double height' sidewalk bridge.

In addition, each Retail Unit Owner and its Permitted Users shall have the right, but not the obligation, at such Retail Unit Owner's sole cost and expense (subject to Sponsor's prior written consent in all instances prior to the issuance of a FCO for the Condominium, or so long as Sponsor holds at least one Unsold Unit, and the applicable provisions of the Condominium Documents), to alter, modify, and/or restore the storefronts and windows of such Retail Unit and to create additional means of egress and ingress, provided that such alterations, modifications and/or restorations are in compliance with Law and do not adversely affect the structural integrity or mechanical systems of the Condominium. Each Retail Unit Owner shall be entitled to utilize such rights and easements for their own account or the account of their respective Permitted Users;

(iv) each Retail Unit Owner shall have the right to make arrangements for the prompt repair and restoration of such Retail Unit to the extent the Retail Unit is damaged or destroyed by fire or other casualty, subject to the terms of the Condominium Documents;

(v) the Condominium Documents may not be amended or modified so as to adversely affect a Retail Unit Owner without the prior written consent of the affected Retail Unit Owner;

(vi) each Retail Unit Owner shall have the right to sell or lease all or any portion of a Retail Unit without complying with any right of first refusal contained in the Declaration or By-laws;

(vii) notwithstanding any subdivision of any of the Retail Units, the Retail Unit Owners shall have the right to elect one (1) Member to the nine (9) Member Condominium Board;

(viii) a Member of the Condominium Board designated or elected by a majority vote of the Common Interests of the Retail Unit Owners) may only be removed by majority vote of the Common Interests of the Retail Unit Owners, who alone will have the right to elect, by majority vote of the Common Interests of the Retail Unit Owners, a replacement; and

(ix) any decisions by the Condominium Board or the Retail Member which solely affect a Retail Unit may be made only with the consent of such affected Retail Unit Owner.

Any Non-Residential condominium unit created as a result of the sub-division of a Retail Unit will retain the same rights afforded the Retail Unit Owners as set forth herein.

## COMMUNITY FACILITY UNIT

As more particularly described in the Declaration and in the Description of Property and Improvements which may be found in Part II of this Plan, the Community Facility Unit is comprised of approximately 20,538 square feet of space in the ground, second, third and fourth floors of the 155 Building. The Community Facility Unit is not being offered by Sponsor hereunder.

The Community Facility Unit also includes, in addition to the general items listed in Section 6.3 of the Declaration, and the Community Facility Unit Owner shall be responsible for, to the extent they service such Community Facility Unit exclusively, (a) any elevator (including elevators PE #14 and PE 15), escalator, staircase, freight or service entrance, lighting and signage, if any, and any other Facilities, and (b) the exterior side of all entrances and service doors and the exterior side of all windows in or opening from the Community Facility Unit.

No representation is made with respect to the ownership of all or any portion of the Community Facility Unit, or as to whose the future owner, tenant, occupant or user of any portion of the Community Facility Unit may be at any time or as to the uses to which the Community Facility Unit may be put at any time except that the Community Facility Unit may be used for any purpose permitted by Law. Notwithstanding the foregoing, the Community Facility Unit may not be used for any Prohibited Use. In addition, as specified in the Restrictive Declaration, the only commercial uses permitted above the first story shall be uses listed as Use Group 6B in the Zoning Resolution of the City of New York. Without limiting the applicability of the entire Restrictive Declaration to the Community Facility Unit, the Community Facility Unit shall be subject to the restrictions and requirements relating to signage set forth in the Restrictive Declaration.

In connection with the acquisition of the Land on which the Condominium is being constructed from St. Vincents Catholic Medical Centers of New York, the Sponsor entered into an agreement with the Charities Bureau of the Department of Law pursuant to which Sponsor agreed that it would offer NSLIJ the opportunity to lease or purchase, at market rates, approximately 10,000 square feet of the Community Facility Unit for the provision of healthcare services. Sponsor has agreed that fourteen (14) months prior to substantial completion of the Community Facility Unit, it will provide a sixty (60) day opportunity for NSLIJ to enter into such lease or purchase. If no agreement is reached, Sponsor will thereafter, for a period of ten (10) months, make commercially reasonable efforts to lease or sell such space to individual physicians or groups of physicians at market rates and terms. The agreement further provides that if Sponsor does not reach agreement to lease or sell such space to medical users within such ten (10) month period, Sponsor is free to lease or sell such space as permitted by the community facility use designation.

No assurance, representation, or warranty is given that any of the owners, tenants, occupants, or users of the Community Facility Unit will not be objectionable to Residential Unit Owners or other parties. The uses of the Community Facility Unit may generate noise, traffic, fumes or other disturbances over which the Residential Unit Owners will have no control.

All or any part of the Community Facility Unit may be leased or subleased by the Community Facility Unit Owner, or, as more fully set forth in the Declaration and Bylaws and subject to compliance with all applicable laws and governmental rules and regulations, if any.

Subject to compliance with applicable provisions of the Condominium Documents, the Community Facility Unit may be subdivided by the Community Facility Unit Owner into 2 or more separate condominium units without prior notice and without amendment to the Plan. Any additional

condominium units created as a result of a subdivision of the Community Facility Unit by Sponsor may be offered for sale at any time by a duly filed amendment to the Plan. Additionally, any Community Facility Units created as a result of such sub-division will retain the same rights afforded the Community Facility Unit Owner as set forth herein.

The Condominium Board will, from time to time, assess the Community Facility Unit Owner for Common Charges in proportion to its respective percentage interests in the Common Elements or as otherwise set forth in the First Year's Budget. The Community Facility Unit has not been allocated any expense for certain expenses of the Condominium relating to services for which it does not receive any benefit. As set forth in the First Years' Budget, the Community Facility Unit Owner shall also pay Common Charges and any related special assessments on a reduced basis for certain expenses of the Condominium relating to services for which it receives less than full benefit. See Schedule B for further details. The Community Facility Unit may be sold to a purchaser prior to the issuance of a TCO in accordance with the terms of the purchase agreement negotiated by Sponsor and any purchaser of the Community Facility Unit.

The Common Charges payable by the Community Facility Unit Owner are sufficient to cover the expenses fairly attributable to the Community Facility Unit. Residential Unit Owners will not have any interest in the rents, profits or revenues from the rental, sale or use of any Community Facility Unit.

The following is a summary of certain additional rights and obligations of the Community Facility Unit Owner relating to the use and ownership of the Community Facility Unit, which are more fully set forth in the Declaration and the By-Laws:

(i) The Community Facility Unit may be used for any purpose permitted by Law, subject to the restrictions set forth above.

(ii) The Community Facility Unit Owner shall have the right and easement for ingress and egress through the designated routes shown on the Floor Plans for the purpose of accessing the Community Facility Unit, subject to reasonable safety restrictions placed on access to common hallways servicing the Residential Units adopted by the Condominium Board. The Community Facility Unit Owner (subject to Sponsor's prior written consent in all instances prior to the issuance of a FCO for the Condominium, or so long as Sponsor holds at least one Unsold Unit, and the applicable provisions of the Condominium Documents), shall have the right, at such Community Facility Unit Owner's sole cost and expense, to alter, modify, and/or restore the entrance and windows of such Community Facility Unit as well as the interior of the Community Facility Unit, provided that such alterations, modifications and/or restorations are in compliance with Law and do not adversely affect the structural integrity or mechanical systems of the Condominium. The Community Facility Unit Owner shall be entitled to utilize such rights and easements for its own account or the account of any of its Permitted Users.

(iii) the Community Facility Unit Owner and its Permitted Users, shall have the right, without the approval of the Condominium Board, the Managing Agent, other Unit Owners, or representatives of holders of mortgages on Units to make alterations, additions, improvements, or repairs in or to the interior portions of the Community Facility Unit, whether structural or non-structural, ordinary or extraordinary, and to subdivide and/or combine such Community Facility Unit, provided that such alterations, additions, improvements or repairs are in compliance with Law and do not adversely affect the structural integrity or mechanical systems of the Condominium, subject to the terms of the Condominium Documents, including obtaining Sponsor's consent if prior to the issuance of a FCO for the Condominium or while Sponsor owns at least one Unsold Unit;

As provided in the Bylaws, the Community Facility Unit Owner shall have the right to perform certain alterations without the consent of the Condominium Board;

(iv) the Community Facility Unit Owner shall have the right to make arrangements for the prompt repair and restoration of the Community Facility Unit to the extent the Community Facility Unit is damaged or destroyed by fire or other casualty subject to the terms of the Condominium Documents;

(v) the Condominium Documents may not be amended or modified so as to adversely affect the Community Facility Unit Owner and/or the Community Facility Unit without the prior written consent of the Community Facility Unit Owner.

(vi) the Community Facility Unit Owner shall have the right without any additional charge to erect, maintain and replace any sign permitted by Law for the purpose of advertising the sale or lease of all or any portion of the Community Facility Unit and the operation of any business of a tenant or occupant of all or any portion of the Community Facility Unit; and

(vii) the Community Facility Unit Owner shall have the right to sell or lease all or any portion of its Community Facility Unit without complying with any right of first refusal contained in the Declaration or By-laws;

(viii) notwithstanding any subdivision of the Community Facility Unit, the Community Facility Unit Owner(s) shall have the right to elect (by majority vote of the Common Interests of the Community Facility Unit Owners) one (1) Member to the nine (9) Member Condominium Board; and

(ix) a Member of the Condominium Board designated or elected by the Community Facility Unit Owner(s) may only be removed by the Community Facility Unit Owner(s), who alone will have the right to designate or elect (by majority vote of the Common Interests of the Community Facility Unit Owners) a replacement; and

(x) any decisions by the Condominium Board which solely affect a Community Facility Unit may be made only with the consent of such Community Facility Unit Owner.

Any Non-Residential condominium unit created as a result of the sub-division of the Community Facility Unit will retain the same rights afforded the Community Facility Unit Owners as set forth herein.

## GARAGE UNIT AND PARKING SPACES

As more particularly described in the Declaration and in the Description of Property and Improvements which may be found in Part II of this Plan, there will be one (1) Garage Unit comprised of approximately 16,191 square feet of space in the Condominium, occupying space on the first floor and basement as shown on the Unit Floor Plans.

The entrance to the Garage Unit is located at the 140 Building. There is a drive ramp in the 140 Building leading to the cellar, where Parking Spaces are located. There is elevator access from the cellar level to the first floor and to the Residential Units above. The Plans and Specifications provide for the use of the Garage Unit as a parking garage, and upon completion of the Condominium, the certificate of occupancy for the Condominium shall provide for the use of the Garage Unit as a parking garage.

The Garage Unit includes, in addition to the general items listed in Section 6.3 of the Declaration, and Garage Unit Owner shall be responsible for (a) the ramp and all components thereof in the 140 Building providing ingress and egress to the Garage Unit, (b) to the extent they service the Garage Unit exclusively, any elevator, escalator, staircase, freight or service entrance, driveway, ramp, canopies and any other Facilities, and (c) the exterior side of all entrances and service doors and the exterior side of all windows in or opening from the Garage Unit, if any.

The Garage Unit is not being offered at this time. Sponsor is offering 89 Parking Space Licenses for purchase by Purchasers of Residential Units. Parking Spaces have been designated in the Garage Unit by Sponsor and may vary in number, size and location from time to time.

The Garage Unit is intended to be utilized as a parking garage for storage of vehicles, and will have Parking Spaces available in a combination of ground parking spaces and spaces through parking stackers. Four (4) of these 89 Parking Spaces will be electric car charging stations.

All vehicles must be of a size small enough to be able to fit within the parking stackers, so certain vehicles (e.g., SUVS, minivans) will not be able to be stored in certain Parking Spaces in the Garage Unit under a Parking License unless the Garage Unit Owner determines there is a parking space available of suitable size.

The Garage Unit has limited numbers of parking spaces available for oversize vehicles, electric vehicles and vehicles driven by wheelchair/disabled individuals ("Limited Space Vehicles"), and no licensee of a Parking Space License shall be permitted to replace a vehicle already located in the Garage Unit pursuant to a Parking Space License with a Limited Space Vehicle during the License Term without the Garage Unit Owner's consent.

Except as set forth below with respect to the initial ownership of the Garage Unit and management thereof, no representation is made with respect to the ownership of all or any portion of the Garage Unit, or as to whose the future owner, tenant, occupant or user of any portion of the Garage Unit may be at any time or as to the uses to which the Garage Unit may be put at any time except that the Garage Unit may be used for any purpose permitted by Law. Notwithstanding the foregoing, the Garage Unit may not be used for any Prohibited Use. Without limiting the applicability of the entire Restrictive Declaration to the Garage Unit, the Garage Unit shall be subject to the restrictions and requirements relating to the Garage Unit's entrance/exit set forth in the Restrictive Declaration.

Subject to compliance with applicable provisions of the Condominium Documents, the Garage Unit may be subdivided by the Garage Unit Owner into multiple condominium units, including, without limitation, parking space units, without prior notice and without amendment to the Plan. Any additional condominium units created as a result of a subdivision of the Garage Unit may be offered for sale at any time by a duly filed amendment to the Plan. Additionally, any Garage Units created as a result of such sub-division will retain the same rights afforded the Garage Unit Owner as set forth herein.

The Garage Unit shall be managed by the Garage Unit Owner, who may elect to hire an operator to undertake day to day management of the Garage Unit. It is anticipated that the Garage Unit shall initially be open and operating for 24 hours per day, 7 days per week. Sponsor makes no representation as to the continuation of the days and hours of operation or monthly charges of the Garage Unit and Parking Space Licenses, as the demand for such hours, cost of operation and market conditions may change. It is anticipated that the initial Garage Unit Owner shall be the Sponsor, and that Sponsor shall retain Rudin Management Co., Inc. or an affiliate thereof, or an operator of at least similar experience, to

operate the Garage Unit. Sponsor, as initial Garage Unit Owner, is offering to license Parking Spaces in the Garage Unit pursuant to Parking Space Licenses, at the sole discretion of the Garage Unit Owner.

Purchasers are advised that there are not sufficient Parking Space Licenses available for all Purchasers and no Purchaser is assured of obtaining a Parking Space License. Sponsor shall have no obligation to sell more than one (1) Parking Space License to any Purchaser unless Sponsor so elects, in its sole discretion.

Sponsor reserves the right to offer a Parking Space License for the price set forth on Schedule A, or alternatively to include the Purchase Price of a Parking Space License in the Purchase Price of any Unit offered hereunder.

Sponsor reserves the right to sell as many Parking Space Licenses as it determines and to withhold one or more for future sale, on such basis as Sponsor deems appropriate. In addition, Sponsor has the right to limit the number of Parking Space Licenses sold to any single Purchaser of a Residential Unit or to make bulk sales, as it deems fit.

Parking Space Licenses shall provide, among other things, for the exclusive use of Purchaser for parking of licensee's vehicle for so long as Purchaser owns a Residential Unit in the Condominium, for fees for parking as determined by the Garage Unit Owner, and further provide that the Parking Space may be used only for the parking and storage of motor vehicles and/or motorcycles and that no licensee may have access to the Garage Unit, as parking shall be performed only by the Garage Unit Operator. The purchase price for each Parking Space License is listed in Schedule A. Licensees under such Parking Space Licenses shall also be required to pay a monthly license fee, electric charges for any charging of an electric vehicle, as well as all parking taxes that may be applicable, as described more particularly in the Parking Space License. The Parking Space License shall also provide that the licensee must be a Residential Unit Owner in the Condominium and/or occupant(s) of a Residential Unit in the Condominium. The Parking Space License may be assigned by licensee for such sums as are agreed to between licensee and such assignee at any time provided (i) the assignee is a Residential Unit Owner (by operation of law or otherwise), (ii) the assignee assumes the obligations under the Parking Space License, (iii) a copy of the assignment and assumption on terms reasonably acceptable to the Garage Unit Owner is delivered in writing to the Garage Unit Owner, and (iv) no outstanding monies are owed to the Garage Unit Owner by the assigning licensee. The Parking Space License shall terminate on the date that is ten (10) days after the licensee no longer owns a Residential Unit unless the Parking Space License is assigned to and assumed by another Residential Unit Owner. Licensee shall have no other right to assign or transfer the Parking Space License, sublet or sublicense the Parking Space License or any part thereof nor allow the Parking Space or any part thereof to be used by any other person, corporation, partnership or other business entity, without the prior written consent of the Garage Unit Owner. In the event of any termination of a Parking Space License, the Garage Unit Owner shall have the right to enter into a new Parking Space License for such space and collect the fees thereunder. The Parking Space License Agreement shall also provide that the licensee may only be a Residential Unit Owner in the Building and/or occupant(s) of a Residential Unit in the Building. Sponsor shall have no obligation to sell more than one (1) Parking Space to any Purchaser unless Sponsor so elects, in its sole discretion.

Notwithstanding Sponsor's intent to enter into Parking Space Licenses as set forth above, Sponsor reserves the right, at Sponsor's sole option, to instead rent out Parking Spaces on an hourly, daily, weekly, monthly or annual basis, and further reserves the right to convey the Garage Unit and any Parking Spaces by way of lease, license, deed, membership interest or any other means of conveyance pursuant to a duly filed amendment to the Plan, and prior to any such conveyance or license, to utilize the Garage Unit and Parking Spaces as Sponsor deems appropriate in Sponsor's sole discretion. Sponsor may be utilizing the Garage Unit as a staging area during completion of construction of portions of the

Condominium ("Construction Staging"), and it is anticipated that Parking Spaces may not be available for use by a Purchaser executing a Parking Space License until the final TCO is issued for the Condominium.

During such time as Licensee is prohibited from using the Parking Space License by Sponsor due to Construction Staging, Licensee shall not be required to pay any fees due Sponsor under the Parking Space License. While Sponsor presently is offering Parking Space Licenses for sale, based upon market conditions, until such time as Purchasers have executed Option Agreements with respect to 75% of all Parking Spaces, Sponsor reserves the right to withdraw the offering of Parking Space Licenses. The above threshold percentage (i) may be reduced by Sponsor in its sole discretion and without amendment to the Plan and (ii) may be attained subsequent to the Plan being declared effective. If Sponsor elects to withdraw the offering of the Parking Space Licenses, Sponsor reserves the right to utilize the Garage Unit for any use as determined by Sponsor in its sole discretion. The withdrawal of the offering of the Parking Space Licenses shall be disclosed by Sponsor in an amendment to the Plan and a Purchaser shall only be relieved of its obligation to purchase the Parking Space and shall remain obligated to purchase the Residential Unit. at Closing, Purchaser will receive, at Sponsor's option, either a credit against the Exercise Price of the Unit equal to the amount previously paid by Purchaser to Sponsor on account of the Parking Space License, or a return to Purchaser by Sponsor of such previously paid amount with respect to the Parking Space License.

The Garage Unit will not be entitled to designate a Member of the Condominium Board.

The Garage Unit has not been allocated any expense for certain expenses of the Condominium relating to services for which it does not receive any benefit, as described in the First Years' Budget. As set forth in the First Years' Budget, the Garage Unit Owner shall also pay Common Charges and any related special assessments on a reduced basis for certain expenses of the Condominium relating to services for which it receives less than full benefit. See Schedule B for further details. The Garage Unit may be sold to a purchaser prior to the issuance of a TCO in accordance with the terms of the purchase agreement negotiated by Sponsor and any purchaser of the Garage Unit.

The Common Charges payable by the Garage Unit Owner are sufficient to cover the expenses fairly attributable to the Garage Unit. Residential Unit Owners will not have any interest in the rents, profits or revenues from the rental, sale or use of any Garage Unit.

The following is a summary of certain additional rights and obligations of the Garage Unit Owner relating to the use and ownership of the Garage Unit, which are more fully set forth in the Declaration and the By-Laws:

(i) The Garage Unit may be used for any purpose permitted by Law, subject to the restrictions set forth above.

(ii) The Garage Unit Owner shall have the right and easement for ingress and egress through the designated routes shown on the Floor Plans for the purpose of accessing the Garage Unit, subject to reasonable safety restrictions placed on access to common hallways servicing the Residential Units adopted by the Condominium Board. The Garage Unit Owner (subject to Sponsor's prior written consent in all instances prior to the issuance of a FCO for the Condominium, or so long as Sponsor holds at least one Unsold Unit, and the applicable provisions of the Condominium Documents), shall have the right, at such Garage Unit Owner's sole cost and expense, to alter, modify, and/or restore the entrance and windows of such Garage Unit as well as the interior of the Garage Unit, provided that such alterations, modifications and/or restorations are in compliance with Law and do not adversely affect the structural integrity

or mechanical systems of the Condominium. The Garage Unit Owner shall be entitled to utilize such rights and easements for its own account or the account of any of its Permitted Users.

(iii) the Garage Unit Owner and its Permitted Users, shall have the right, without the approval of the Condominium Board, the Managing Agent, other Unit Owners, or representatives of holders of mortgages on Units to make alterations, additions, improvements, or repairs in or to the interior portions of the Garage Unit, whether structural or non-structural, ordinary or extraordinary, and to subdivide and/or combine such Garage Unit, provided that such alterations, additions, improvements or repairs are in compliance with Law and do not adversely affect the structural integrity or mechanical systems of the Condominium, subject to the terms of the Condominium Documents, including obtaining Sponsor's consent if prior to the issuance of a FCO for the Condominium or while Sponsor owns at least one Unsold Unit;

As provided in the Bylaws, the Garage Unit Owner shall have the right to perform certain alterations without the consent of the Condominium Board;

(iv) the Garage Unit Owner shall have the right to make arrangements for the prompt repair and restoration of the Garage Unit to the extent the Garage Unit is damaged or destroyed by fire or other casualty, subject to the terms of the Condominium Documents;

(v) the Condominium Documents may not be amended or modified so as to adversely affect the Garage Unit Owner and/or the Garage Unit without the prior written consent of the Garage Unit Owner.

(vi) the Garage Unit Owner shall have the right without any additional charge to erect, maintain and replace any sign required by Law in or on the Garage Unit; and

(vii) the Garage Unit Owner shall have the right to sell or lease all or any portion of its Garage Unit without complying with any right of first refusal contained in the Declaration or By-laws; and

(viii) any decisions by the Condominium Board which solely affect the Garage Unit may be made only with the consent of the Garage Unit Owner.

Any Non-Residential condominium unit created as a result of the sub-division of the Garage Unit will retain the same rights afforded the Garage Unit Owner as set forth herein.

## STORAGE UNIT

As more particularly described in the Declaration and in the Description of Property and Improvements which may be found in Part II of this Plan, the Storage Unit is comprised of approximately 782 square feet of space in the cellar of the 155 Building as shown on the Unit Floor Plans. The Storage Unit is being offered by Sponsor hereunder. The Plans and Specifications provide for the use of the Storage Unit as a storage unit, and upon completion of the Condominium, the certificate of occupancy for the Condominium shall provide for the use of the Storage Unit as a storage unit.

The Storage Unit also includes, in addition to the general items listed in Section 6.3 above, and the Storage Unit Owner shall be responsible for, to the extent they service such Storage Unit exclusively, (a) any elevator, escalator, staircase, freight or service entrance, lighting and signage, if any, and any other Facilities, and (b) the exterior side of all entrances and service doors and the exterior side of all windows in or opening from the Storage Unit.

No representation is made with respect to the ownership of all or any portion of the Storage Unit, who the future owner, tenant, occupant or user of any portion of the Storage Unit may be at any time, or as to the uses to which the Storage Units may be put at any time except that the Storage Unit may be used for any purpose permitted by Law. Notwithstanding the foregoing, the Storage Unit may not be used for any Prohibited Use. The Storage Unit may only be owned by an owner that currently owns (or is then purchasing) another Unit in the Condominium. In no event shall any flammable or explosive item, or any item which would impose a health or safety threat or cause noxious odors, dirt or other sanitary problems or create a nuisance, be stored in the Storage Unit.

Subject to the foregoing restriction, all or any part of the Storage Unit may be leased or subleased by the Storage Unit Owner, or, as more fully set forth in the Declaration and subject to compliance with all applicable laws and governmental rules and regulations, if any.

No assurance, representation, or warranty is given that any of the owners, tenants, occupants, or users of the Storage Unit will not be objectionable to Residential Unit Owners or other parties. The uses of the Storage Unit may generate noise, traffic, fumes or other disturbances over which the Residential Unit Owners will have no control.

Subject to compliance with applicable provisions of the Condominium Documents, the Storage Unit may be subdivided by the Storage Unit Owner into 2 or more separate condominium units without prior notice and without amendment to the Plan. Any additional condominium units created as a result of a subdivision of the Storage Unit by Sponsor may be offered for sale at any time by a duly filed amendment to the Plan. Additionally, any Storage Units created as a result of such sub-division will retain the same rights afforded the Storage Unit Owner as set forth herein.

The Storage Unit will not be entitled to designate a Member of the Condominium Board.

The Condominium Board will, from time to time, assess the Storage Unit Owner for Common Charges in proportion to its respective percentage interests in the Common Elements or as otherwise set forth in the First Year's Budget. The Storage Unit has not been allocated any expense for certain expenses of the Condominium relating to services for which it does not receive any benefit, as described in the First Years' Budget. As set forth in the First Years' Budget, the Storage Unit Owner shall also pay Common Charges and any related special assessments on a reduced basis for certain expenses of the Condominium relating to services for which it receives less than full benefit. See Schedule B for further

details. The Storage Unit may be sold to a purchaser prior to the issuance of a TCO in accordance with the terms of the purchase agreement negotiated by Sponsor and any purchaser of the Storage Unit.

The Common Charges payable by the Storage Unit Owner are sufficient to cover the expenses fairly attributable to the Storage Unit. Residential Unit Owners will not have any interest in the rents, profits or revenues from the rental, sale or use of any Storage Unit.

The following is a summary of certain additional rights and obligations of the Storage Unit Owner relating to the use and ownership of the Storage Unit, which are more fully set forth in the Declaration and the By-Laws:

(i) The Storage Unit may be used for any purpose permitted by Law, subject to the restrictions set forth above.

(ii) The Storage Unit Owner shall have the right and easement for ingress and egress through the designated routes shown on the Floor Plans for the purpose of accessing the Storage Unit, subject to reasonable safety restrictions placed on access to common hallways servicing the Residential Units adopted by the Condominium Board. The Storage Unit Owner (subject to Sponsor's prior written consent in all instances prior to the issuance of a FCO for the Condominium, or so long as Sponsor holds at least one Unsold Unit, and the applicable provisions of the Condominium Documents), shall have the right, at such Storage Unit Owner's sole cost and expense, to alter, modify, and/or restore the entrance of such Storage Unit as well as the interior of the Storage Unit, provided that such alterations, modifications and/or restorations are in compliance with Law and do not adversely affect the structural integrity or mechanical systems of the Condominium. The Storage Unit Owner shall be entitled to utilize such rights and easements for its own account or the account of any of its Permitted Users.

(iii) the Storage Unit Owner and its Permitted Users, shall have the right, without the approval of the Condominium Board, the Managing Agent, other Unit Owners, or representatives of holders of mortgages on Units to make alterations, additions, improvements, or repairs in or to the interior portions of the Storage Unit, whether structural or non-structural, ordinary or extraordinary, and to subdivide and/or combine such Storage Unit, provided that such alterations, additions, improvements or repairs are in compliance with Law and do not adversely affect the structural integrity or mechanical systems of the Condominium, subject to the terms of the Condominium Documents, including obtaining Sponsor's consent if prior to the issuance of a FCO for the Condominium or while Sponsor owns at least one Unsold Unit;

As provided in the Bylaws, the Storage Unit Owner shall have the right to perform certain alterations without the consent of the Condominium Board;

(iv) the Storage Unit Owner shall have the right to make all arrangements for the prompt repair and restoration of the Storage Unit to the extent the Storage Unit is damaged or destroyed by fire or other casualty, subject to the terms of the Condominium Documents;

(v) the Condominium Documents may not be amended or modified so as to adversely affect the Storage Unit Owner and/or the Storage Unit without the prior written consent of the Storage Unit Owner.

(vi) the Storage Unit Owner shall have the right without any additional charge to erect, maintain and replace any sign permitted by Law for the purpose of advertising the sale or

lease of all or any portion of the Storage Unit and the operation of any business of a tenant or occupant of all or any portion of the Storage Unit; and

(vii) the Storage Unit Owner shall have the right to sell or lease all or any portion of its Storage Unit without complying with any right of first refusal contained in the Declaration or By-laws;

(viii) any decisions by the Condominium Board which solely affect the Storage Unit may be made only with the consent of the Storage Unit Owner.

Any Non-Residential condominium unit created as a result of the sub-division of the Storage Unit will retain the same rights afforded the Storage Unit Owner as set forth herein.

## TRIANGLE PARK; RESTRICTIVE DECLARATION

Purchasers are urged to review the Restrictive Declaration in Part II of this Plan to familiarize themselves with obligations of the Sponsor and the Condominium thereunder.

(a) On March 26, 2012, as part of the zoning approvals process for the development of the Condominium, Sponsor entered into a Declaration of Large Scale General Development (the "Restrictive Declaration"), a copy of which is set forth as an exhibit in Part II of this Plan. The Restrictive Declaration governs certain aspects of the development of the Condominium, as well as the construction and maintenance of a public access area on the triangle shaped parcel of land owned by Sponsor that is bounded by West 12th Street, Greenwich Avenue, and Seventh Avenue (the "Triangle Park").

The Restrictive Declaration requires that substantial completion of the Triangle Park shall occur by September 2014, and also requires that substantial completion occur before temporary certificates of occupancy are obtained for more than fifty percent (50%) of the dwelling units to be located on the Property, in each case, subject to certain force majeure events. The design plans for the Triangle Park are set forth in the Restrictive Declaration as Exhibit C. As part of the special permit (the "Special Permit") approvals upon which the Restrictive Declaration was based, a design for the Triangle Park was approved and remains the approved design. Notwithstanding the foregoing, at the request of the Community Board and the Local Council Member, the Sponsor agreed to allow a group identified as the AIDs Memorial Park Foundation (AMP) to pursue the redesign of an approximately 1,600 sf portion of the Triangle Park to allow for a memorial element commemorating the HIV/AIDS epidemic (the "Memorial"), provided that certain deadlines regarding design approval and financing commitments were achieved. While the original dates were not achieved, a proposed redesign for the 1,600 sf portion has been proposed and has received the approval of the Community Board, the Landmarks Preservation Commission, the NYC Parks Department, and the NYC Design Commission. An application for a minor modification to the Special Permit approvals has been submitted to the Department of City Planning to allow for the modification of the approved park design to incorporate the Memorial. If approved, the minor modification would also include an amendment to the Restrictive Declaration to (i) allow for the modified design provided that certain deadlines are met regarding funding and design development by AMP of the Memorial, and (ii) extend the deadline for substantial completion of the Triangle Park to August 15, 2015. Sponsor makes no representation as to whether the minor modification will be approved by the City Planning Commission. If the minor modification is not approved, the design of the Triangle Park will remain unchanged and the terms of the Restrictive Declaration, including the existing date for substantial completion of the Triangle Park, will also be unchanged. If the minor modification is approved but AMP's deadlines for financing and design development are not achieved, the design of the Triangle Park will remain unchanged from the current approved design, and the date of substantial completion will be extended until August 15, 2015.

Upon completion of the Triangle Park, it is intended that the Triangle Park will be conveyed to the City of New York. In order to accomplish this intention, certain discretionary land use approvals will be required including (i) an application to amend the City Map of the City of New York to designate the Triangle Park as a City park; and (ii) an amendment to the Zoning Resolution of the City of New York to allow the Triangle Park to continue to count as "open space" within the meaning of the New York City Zoning Resolution. Sponsor intends to pursue the land use approvals in a joint application with the City, however there is no guarantee that the applications will be filed for or, if filed for, that the applications will be approved. Regardless of whether the applications are or are not filed for or approved, and regardless of whether the Triangle Park is conveyed to the City, the Triangle Park will be required to remain a publicly accessible open space.

Before any such transfer of the Triangle Park to the City of New York may occur, the City of New York must enter into an agreement with Sponsor (the "Triangle Park Operating Agreement") to operate and maintain the Triangle Park (including any Memorial feature) in accordance with the requirements of the Restrictive Declaration. There may also be an agreement between AMP and Sponsor as to the maintenance and operation of the Memorial. The Sponsor shall be entitled to enter into such agreement on behalf of the Condominium Board.

In the unlikely event that the Triangle Park is not transferred to the City of New York, Sponsor shall have the right to enter into an agreement with any entity (including, but not limited to a not-for-profit entity) to convey fee title to the Triangle Park to such entity (a "Future Triangle Park Owner").

Notwithstanding a transfer of the Triangle Park to the City of New York (or one of its agencies, such as the Parks Department), or a Future Triangle Park Owner, the Condominium will continue to be responsible for the maintenance of the Triangle Park (including any Memorial feature) and the cost thereof, either directly or through a third party, or through payment of a maintenance fund to the Parks Department. The Parks Department has advised that it is their intention that the Condominium undertake the maintenance of the Triangle Park directly or through a third party. If specified in the Triangle Park Operating Agreement or other agreement with the City, the Condominium may also retain liability for any damage, accident or injury to persons or property that may occur on or about the Triangle Park. Sponsor is currently in negotiations with the Parks Department and the City regarding the Triangle Park Operating Agreement and has taken the position that the City and not the Condominium should have such liability. Regardless of whether an agreement is reached, the Condominium may be subject to such liability exposure. The Condominium's liability insurance set forth in Schedule A covers the Triangle Park as well as the Condominium's owned land.

Until such time as the Triangle Park Operating Agreement has been finalized and executed and a transfer of the Triangle Park to the City (or Future Triangle Park Owner) has occurred, Sponsor will remain the owner of the Triangle Park, and upon substantial completion of the Triangle Park, the general public will have the right to enter and utilize the Triangle Park pursuant to an easement granted in the Restrictive Declaration. Sponsor will operate and maintain the Triangle Park in accordance with the Restrictive Declaration until the First Closing, at which time the Condominium will become Sponsor's successor as described below. As noted above, the Restrictive Declaration requires that Sponsor will not request TCOs for Residential Units comprising more than 50% of the residential floor area of the Condominium permitted under the Restrictive Declaration until the City Planning Commission of the City of New York ("CPC") has certified to the Department of Buildings that the Triangle Park is substantially complete, but Sponsor makes no representation that the Triangle Park will be substantially completed prior to any particular Closing.

Upon the First Closing, the Condominium will become the successor to Sponsor with respect to the Restrictive Declaration, the Triangle Park Operating Agreement (if agreed to and executed), and will, subject to the Triangle Park Operating Agreement and/or the Restrictive Declaration, be responsible for operating and maintaining the Triangle Park and other obligations set forth in the Restrictive Declaration. At any time the Triangle Park is owned by Sponsor, if requested by the Condominium, Sponsor will enter into a license with the Condominium granting the Condominium access to the Triangle Park for purposes of the Condominium's compliance with its obligations under the Restrictive Declaration. Notwithstanding the foregoing, until completion of construction of the Condominium and the Triangle Park, Sponsor will comply with, perform and pay for certain obligations under the Restrictive Declaration, as described more particularly below. As more particularly described in the section of the Plan entitled "Triangle Park", Sponsor is providing a limited one (1) year warranty to the Condominium with respect to the construction of the Triangle Park, commencing on the date of the First Closing. Claims can only be made pursuant to such limited warranty if and to the extent claims are made against the Condominium by a third party

under the Restrictive Declaration. Such limited warranty shall be made subject to all of the limitations set forth in Section 15 of the section of the Plan entitled "Rights and Obligations of Sponsor".

The Sponsor shall be responsible, and shall remain responsible, for compliance with respect to the obligations described in the following articles and subsections of the Restrictive Declaration, with respect to the initial construction of the Triangle Park and Condominium only: (1) Article 3 (relating to the initial construction of the Triangle Park, and the conveyance of the Triangle Park to the City or its designee or a non for profit entity (or alternatively the issuance of a perpetual easement for the benefit of the general public, as described therein); (2) Article 4 (c), (d), (e), (g), (h) and (i) (relating to environmental compliance and testing during initial construction, as well as reporting and recording of construction activities and appointment of an Independent Monitor, and maintaining a website and phone line with update of progress of construction during initial construction); (3) Article 7 (relating to inclusion of the Restrictive Declaration and certain provisions thereof in the Offering Plan); and (4) Article 8 (relating to recordation of the Restrictive Declaration).

Prior to the First Closing, the Sponsor shall be responsible for compliance with the following specified articles and subsections of the Restrictive Declaration listed below, but from and after the First Closing, the Condominium (and not the Sponsor) shall be responsible for all ongoing compliance with the Restrictive Declaration, including but not limited to, the articles and subsections of the Restrictive Declaration listed below: (1) Article 2(b) (relating to limitations on the number of dwelling units); (2) Article 2(c) (relating to use and square footage limitations); (3) Article 2(d) (relating to floor area restrictions on the Subject Property); (4) Article 2(e) (relating to improvement of Triangle Park and ongoing maintenance as a public access area); (5) Article 2(f) relating to limitations on floor area on the Triangle Park; (6) Article 2(g) relating to signage and window limitations on West 11$^{th}$ and West 12$^{th}$ Streets; (7) Article 2(h) (relating to the Garage Unit (referred to as the "accessory parking facility") and the audio and visual devices for the entrance/exit); (8) Article 3(a)(relating to the ongoing maintenance of the Triangle Park as a Public Access Area in accordance with Schedule D to the Restrictive Declaration); (9) Article 3(f) Compliance with the Operational Rules for the Triangle Park; (10) Article 3(g) in that the Condominium shall continue operating the Open Space Oversight Organization, which shall be formed by Sponsor at Sponsor's cost, as set forth in section 3(g), and shall comply with items (i) through (v) of Section 3(g), (11) Article 3(h) (relating to hours of availability for the Triangle Park); and(12) Article 4 (a), (b) and (f) (relating to environmental compliance and testing for greenhouse gases, air quality and inspections).

*(b)* The Restrictive Declaration requires the formation of an Open Space Oversight Organization (as such term is defined in the Restrictive Declaration) that will oversee the Triangle Park. Three (3) Members of the Condominium Board (or designees who are Residential Unit Owners) shall serve on the board of the Open Space Oversight Organization. The authority of the Open Space Oversight Organization is described in detail in the Restrictive Declaration. Sponsor will initially form and obtain 501(c)(3) status for the Open Space Oversight Organization.

(c) Pursuant to the Restrictive Declaration, there exist certain restrictions on retail and community facility uses in the Condominium. It will be up to the Condominium Board to enforce such restrictions. Such restrictions are described more particularly above and in Special Risks 27 through 30. Purchasers are urged to review the Restrictive Declaration set forth as an exhibit in Part II of this Plan in its entirety to familiarize themselves with obligations of the Condominium thereunder.

(d) The line item captioned "Triangle Park" in the Schedule B – Projected Budget for First Year of Condominium Operation is an estimate of the funds necessary for the operation and maintenance of the Triangle Park for the First Year of Condominium Operation. These obligations shall continue in perpetuity and the Condominium shall be responsible for certain reporting costs, costs associated with maintaining the status of the Open Space Oversight Organization, as well as the operation, maintenance,

repair and replacement costs for the Triangle Park (including any Memorial feature), as specified in the Restrictive Declaration. It is expected that these costs will increase over time, and depending on the outcome of the governance of the Triangle Park, the Condominium or the City and/or the future Triangle Park Owner could control the manner of maintenance of the Triangle Park, and thereby the costs to the Condominium. The By-laws contain a provision whereby the Condominium indemnifies and holds harmless Sponsor with respect to any obligations of the Condominium under the Restrictive Declaration from and after the First Closing. The Condominium Board has the right under the By-laws to assess the Unit Owners to ensure that the Condominium has sufficient funds to meet its obligations under the Restrictive Declaration. If the design of the Triangle Park is revised to include the Memorial, it is anticipated that AMP will be responsible by agreement between Sponsor and AMP for the ongoing maintenance of the Memorial; however, there is no guarantee that an agreement will be reached with AMP. In the event AMP does not comply with its obligations under its agreement with the Sponsor (which the Condominium will assume) the Triangle Park Operating Agreement and/or the Restrictive Declaration will place responsibility on the Condominium for maintaining the Triangle Park, including the Memorial.

## CHANGES IN PRICES AND UNITS

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

Sponsor reserves the right to negotiate with each Purchaser the following terms and conditions of the Option Agreement; purchase price; the amount and timing of the Premium Payment; the availability of financing; fixtures, appliances and conditions of all Units; 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; extension of time periods within which to perform obligations under the Option Agreement; the availability of use and occupancy agreements and the amount of interim rent thereunder; and the application of interim use and occupancy fees towards the purchase price, and upgrades on extras to the Unit finishes and equipment.

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 by duly filed amendment to the 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 right of rescission under an Option Agreement.

The location in the Condominium, approximate size and layout of the Units are shown on the Unit Floor Plans set forth in Part II of the Plan. In order to meet the possible varying demand for number and type of Units, or to meet particular requirements of Purchasers, or for any other reason, Sponsor

reserves the right (except to the extent prohibited by Law) at any time and from time to time, before and after the recording of the Declaration, without giving prior notice and without the consent of the Condominium Board, any Unit Owner or mortgagee, to (a) change the size, layout and square footage of, or number of rooms in, any Unsold Unit, (b) change the size and/or number of Unsold Units by dividing one or more such Units into two or more separate Unsold Units, combining separate Unsold Units (including those resulting from such subdivision or otherwise) into one or more Unsold Units, altering any boundary walls between one or more Unsold Units, or otherwise, including incorporating Common Elements (such as a portion of a hallway without changing the Common Interest) which exclusively benefit an Unsold Unit into such Unsold Unit, and (c) if appropriate, reapportion among the Unsold Units affected by any such change, their aggregate Common Interests. In the event of any change pursuant to either (b) or (c) above, such change shall be disclosed in a duly filed amendment to the Plan. No such change, including any change in the Common Interest or in the amount or quality of Common Elements directly affecting or servicing a Unit, will be made with respect to such Unsold Unit for which an Option Agreement is then in effect and the Purchaser thereunder is not in default which increases or decreases the square foot area (excluding interior partitions) or Common Interest by more than 5%, or materially changes the layout of such Unsold Unit, unless the Purchaser consents to such changes. Provided Purchaser's consent is not required, a Purchaser will not be excused from purchasing the Unit and will not have any claim against Sponsor as a result of any such change and will not affect a Purchaser's obligations under the Option Agreement or the Plan. If Purchaser's consent is required as a result of such change and Purchaser refuses to consent, then in such event, Sponsor's sole obligation shall be to refund to Purchaser the Premium Payment made under the Option Agreement and any interest earned thereon, except for funds expended by or reimbursed to Sponsor for upgrades or extras.

Sponsor will have no liability to any Purchaser, nor will any Purchaser be entitled to a credit, offset or reduction in the purchase price for the Unit or otherwise be relieved from any obligations under the Option Agreement, by virtue of a non-material inaccuracy or error in the Floor Plans or variation between the Unit Floor Plans and the Floor Plans.

Once the Declaration is recorded, no change may be made in the number of Units or number of rooms within a Unit, nor may the size of any Unit be changed by subdivision or combination or alteration of boundary walls as aforesaid or otherwise, nor may the Common Interest or Residential Common Interest of any Unit be changed, unless, in each such event, the Declaration and Floor Plans and the Plan are amended with the consent of each Unit Owner whose Unit is directly affected by such change. In the case of a material and adverse change in the size or quality of the Common Elements, no such change shall be made without the consent of every Unit Owner. Sponsor will have the right to amend or to cause the Condominium Board to amend the Declaration to reflect any such material and adverse change and to file such amendment and any necessary plans and specifications in connection therewith.

The provisions set forth in this Section of the Plan, including, but not limited to, (a) and (b) of this Section above shall also apply to Storage Bins, Storage Bin Licenses, Parking Spaces and Parking Space Licenses, as applicable, provided, however that the restriction set forth above with respect to changes to Units relating to increases or decreases of square foot area or Common Interest by more than 5% shall not apply to Storage Bins and/or Parking Spaces. Any change to a Storage Bin and/or Parking Space will not excuse Purchaser from purchasing the Unit, Purchaser will not have any claim against Sponsor as a result of any such change, and will not affect a Purchaser's obligations under the Option Agreement or the Plan.

Sponsor reserves the right, in its sole and absolute discretion, to sell, lease, license or otherwise transfer to a Unit Owner, any portion of the Common Elements for the exclusive use of such Unit Owner, provided that such Common Element was not offered in the Plan as an amenity for the shared use of the Unit Owners of the Condominium.

## USE AND OCCUPANCY AGREEMENTS

Sponsor reserves the right to enter into a pre-closing use and occupancy agreement with a Purchaser prior to Closing provided a TCO is in effect for the Unit to be occupied by such Purchaser. If Sponsor elects to enter into a pre-closing use and occupancy agreement with a Purchaser, which shall be substantially in the form set forth as an exhibit in Part II of this Plan, as the same may be further individually negotiated between Sponsor and Purchaser.

The use and occupancy agreement will be for such rent and upon such other terms as may be mutually agreed upon, and shall not be subject to any rental protection laws relating to rent control, rent regulation, rent stabilization, or otherwise. The term of such use and occupancy agreement shall be for a period which will expire on the date of Closing of Title to the Residential Unit or six (6) months after the date of execution of such use and occupancy agreement if this Plan is not declared effective in accordance with its terms.

If this Plan is abandoned, the Purchaser, as tenant, shall vacate the Unit upon 15 days' prior written notice by Sponsor sent to Purchaser. Such use and occupancy agreement will also provide that an uncured default by the Purchaser under his Option Agreement will constitute a default under the use and occupancy agreement entitling the Sponsor, as landlord, at its sole option, to immediately terminate such use and occupancy agreement. It shall be an event of default entitling the Sponsor to cancel the Option Agreement in the event that the Purchaser fails to cure a default under his use and occupancy agreement within the applicable grace period (if any). The Purchaser shall be required to vacate the Unit within 15 days after notice of cancellation of the Option Agreement is sent to him. If the Purchaser defaults under the use and occupancy agreement, an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the Purchaser must be obtained or the Purchaser must have vacated the Unit before the Sponsor may declare the Premium Payment under the Option Agreement forfeited.

Sponsor's right to rent or lease any Unit will not be subject to any right of first refusal in favor of the Condominium to lease such Unit from Sponsor on the same terms offered to the prospective tenant or occupant.

Sponsor does not presently offer the right to rescind the Option Agreement or the use and occupancy agreement. However, should such right be offered in the future, and exercised by Purchaser, then the Purchaser's right to rescind will be conditioned upon his surrendering the use and occupancy agreement and possession of the Unit and leaving the same vacant, in good condition and broom clean within thirty (30) days after he elects to rescind. He must also pay any rent due under his use and occupancy agreement. Nothing contained herein shall relieve any Purchaser of liability for damage caused to the Unit, and Purchaser shall also be liable for all expenses including legal fees incurred in any proceeding to remove the Purchaser from the Unit.

It should be noted that until the Purchaser acquires title to the Unit, Purchasers of Units will not be able to claim the income tax deductions described in the Plan. Said deductions may become available only when and if (a) the Plan is declared effective and there is a sale to Purchasers hereunder, and (b) the conditions set forth in the Attorneys Income Tax Opinion have been meet, and then only for the period subsequent to the closing of such Unit. **NO PART OF THE RENT PURSUANT TO AN USE AND OCCUPANCY AGREEMENT WILL BE APPLIED TOWARD THE PURCHASE PRICE OF ANY RESIDENTIAL UNIT.**

## PROCEDURE TO PURCHASE

A Purchaser desiring to purchase a Residential Unit will be required to execute an Option Agreement, which will be in the form set forth in Part II of the Plan. A Purchaser also interested in acquiring a Cellar Storage Bin License, Vault Storage Bin License and/or a Parking Space License will be required to execute the form of applicable Rider annexed to the Option Agreement set forth in Part II of the Plan.

Purchasers shall be afforded not less than 3 business days to review the Plan prior to executing an Option Agreement. A Purchaser may obtain the Plan upon payment of a $300 deposit, which amount will be fully refunded upon either (i) the prompt return of the Plan in good condition or (ii) the execution by the Purchaser of an Option Agreement subsequently accepted by Sponsor. If a Purchaser has not received the Plan at least 3 business days prior to executing an Option Agreement, a Purchaser shall have the right to rescind the Option Agreement within 7 days from the date Purchaser delivers an executed Option Agreement together with the required Premium Payment to the Selling Agent. Pursuant to ILSA, Purchaser shall also have the right to rescind the Option Agreement within 7 days from the execution of the Option Agreement. The Option Agreement sets forth in detail the terms of sale with respect to each Unit and should be read carefully by Purchaser. Purchasers should be aware that if any conflict exists between the Plan and Option Agreement, the provisions of the 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, Storage Bin License and/or Parking Space License pursuant to the Option Agreement will not be contingent on Purchaser obtaining financing. Purchasers should be aware that even if a loan commitment is obtained, its terms may be limited, and it could expire before the Closing Date. Sponsor shall have no liability as a result of any scheduling or adjournment of closing beyond the expiration of a loan commitment.

Option Agreements will not be binding on Sponsor until approved and executed by it, and delivered by Sponsor to the Purchaser. Sponsor will have 30 days after delivery by Purchaser of an executed Option Agreement and the required Premium Payment, within which to accept or reject the Option Agreement. Sponsor reserves the right to request thorough identification and financial information (including credit reports and litigation searches) concerning any Purchaser, subject to any limitations and requirements imposed by law.

If an Option Agreement is not accepted by Sponsor within the 30 day period, the Option Agreement shall be deemed to have been rejected and cancelled and the Premium Payment shall be returned to Purchaser within 30 days thereafter. Sponsor hereby reserves the right at any time and from time to time for any reason whatsoever, to refuse to approve and execute (a) an Option Agreement for any Residential Unit, except as prohibited by Law, and (b) an Option Agreement for more than one Residential Unit to any Person.

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

A Purchaser is required to make a Premium Payment in an amount equal to fifteen percent (15%) of the Purchase Price of such Unit, Storage Bin License, and/or Parking Space License (the "Initial Premium Payment") at the time an Option Agreement is executed, and then an additional Premium Payment (the "Additional Premium Payment") equal to ten percent (10%) of the Purchase Price of the Unit, Storage Bin License, or Parking Space License, which Additional Premium Payment is due and

payable at the earlier to occur of (a) four (4) months after the date of the Option Agreement, or (b) fifteen (15) days after Sponsor serves Purchaser with written notice of an amendment to the Offering Plan declaring the same effective, but in no event later than the Closing of Title to the Unit, Storage Bin License and/or Parking Space License. The term "Premium Payment" used herein shall refer to both the Initial Premium Payment and, if the same has been paid at the time in question, the Additional Premium Payment. In the event a Purchaser defaults under the Option 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 cancel the Option Agreement and retain, as liquidated damages, the entire Premium Payment, together with interest earned thereon, if any. Notwithstanding the foregoing, however, pursuant to the Interstate Land Sales Full Disclosure Act ("ILSA"), 15 U.S.C. 1701, et. seq., with respect to each such Unit, Storage Bin License and/or Parking Space License, if Purchaser loses its rights and interest in the fifteen percent (15%) of the Purchase Price of such Unit, Storage Bin License, and/or Parking Space License, excluding any interest owed under the Option Agreement, Sponsor (or Sponsor's successors) shall refund to Purchaser any amount which remains after subtracting (i) fifteen percent (15%) of the Purchase Price, excluding any interest owed under and disposed of in accordance with the Option Agreement, or the amount of damages incurred by Sponsor (or Sponsor's successor) as a result of such breach, whichever is greater, from (ii) the amount paid by Purchaser with respect to the Purchase Price of the Unit, Storage Bin License, and/or Parking Space License, excluding interest paid under the Option Agreement (which interest shall be disposed of as set forth in the Option Agreement).

Sponsor may require that Purchasers of more than one Residential Unit deliver a Premium Payment in excess of that set forth in the Plan, which amount shall be on terms individually negotiated with each Purchaser. All Premium Payments must be made payable to the direct order of "Goldfarb & Fleece LLP, as escrow agent". All checks delivered in payment of the Premium Payment 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 Option Agreement to be cancelled and of no further force or effect.

All Premium Payments made pursuant to an Option Agreement are subject to the requirements of Section 71a(3) of the State of New York Lien Law and 352-e(2)(b) and 352-h of the General Business Law of the State of New York. Pursuant to these laws, Sponsor will cause all Premium Payments received by it directly or by its agents or employees to be promptly deposited and held in accordance with the procedures set forth in the Section of the Plan entitled "Escrow and Trust Fund Requirements".

The Exercise Price shall be payable simultaneously with the delivery of the deed to the Residential Unit and, if applicable, any Parking Space License or Storage Bin License by wire transfer (at Sponsor's sole option) or, official bank 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 shall so notify Purchaser. The deed and license will be substantially in the form as set forth in Part II of the Plan. Interest, if any, on Purchaser's Premium Payment will be credited or paid to Purchaser at Closing.

The Sponsor anticipates that the First Closing will occur by March 1, 2016, based upon the current construction schedule, unless delayed by Force Majeure. Purchasers will be offered a right of rescission if: (i) the actual date of closing of title to the first Residential Unit occurs later than February 28, 2017, twelve (12) months after the projected date for the First Closing of March 1, 2016, or (ii) the projected date of closing of title to the first Residential Unit occurs later than February 28, 2017, twelve (12) months after the projected date for the First Closing of March 1, 2016. If the Plan is amended to provide for a later projected date for the First Closing, Purchasers will be entitled to an offer of rescission if the First Closing occurs more than twelve (12) months beyond that amended, later date. Such right of

rescission shall be offered in an amendment to all Purchasers, with not less than fifteen (15) days to exercise such right. **TIME SHALL BE OF THE ESSENCE WITH RESPECT TO PURCHASER'S RIGHT TO EXERCISE SUCH RESCISSION RIGHT.** However, even if the First Closing occurs before March 1, 2016 or a later projected date, the closing of subsequent Units could be substantially delayed beyond the date of such First Closing if a temporary certificate of occupancy has not been issued for such Units or for the floor on which such Units are located. In such case, a Purchaser will not be entitled to a right of rescission or to make claims against the Sponsor for damages or losses as a result of such delays and will not be excused from paying the full Purchase Price for the Unit and the Sponsor may schedule the closings of title to other Units significantly later than the date of the First Closing. The Sponsor is not obligated to schedule Purchaser's closing within any specified time frame or to ensure that closing of title to Purchaser's Unit will occur by any date certain. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT. Purchasers should note that: (i) Units will be completed at different times over a period that may begin prior to and/or extend significantly beyond the date of the First Closing, and (ii) Units on higher floors generally close later than Units on lower floors. The current projected order of completion of the Buildings is as follows: the 145 Building, followed by the 140 Building, the 150 Building, the 160 Building, the 155 Building, the 133 Building, the 135 Building, the 137 Building, the 139 Building, and then the 141 Building; provided that Sponsor may modify the order of completion as Sponsor deems necessary in its sole discretion. Sponsor will have no liability to any Purchaser, nor will a Purchaser be entitled to any credit, offset or reduction in the Purchase Price for the Unit if the First Closing occurs earlier or later than the projected date, or the time to complete or to close title to any Unit is delayed or postponed by Sponsor. The unavailability of Storage Bin Licenses and/or Parking Space Licenses shall not give rise to any rescission rights to any Purchaser.

After the Plan has been declared effective, Sponsor will fix dates for closing of title to all Residential Units for which Option Agreements have been executed by serving notice on each Purchaser, which notice will state Purchaser's closing date and will be delivered no less than 30 days before the Scheduled Closing Date.

TIME IS OF THE ESSENCE AS TO PURCHASER'S OBLIGATIONS UNDER THE OPTION AGREEMENT, INCLUDING, WITHOUT LIMITATION, FOR THE PAYMENT OF ALL PREMIUM PAYMENTS AND THE EXERCISE PRICE. FUNDS DRAWN ON FOREIGN BANKS WILL NOT BE ACCEPTED IN PAYMENT OF THE PURCHASE PRICE.

If a Purchaser fails for any reason to close title to the Unit, Storage Bin, and/or Parking Space on the originally scheduled date of Closing ("Scheduled Closing Date") and Sponsor elects not to cancel the Option Agreement as a result of such default: (a) the closing apportionments to be made at the Closing will be made as of midnight of the day preceding the Scheduled Closing Date, and not as of midnight of the day preceding the actual date of Closing ("Actual Closing Date") and (b) Purchaser will be required to pay to Sponsor an amount equal to 0.03% of the Purchase Price of the Unit, Storage Bin, and/or Parking Space per day commencing with the Scheduled Closing Date through the Actual Closing Date.

If a Purchaser has entered into Option Agreements to purchase more than one Unit, a default by Purchaser in the payment or performance of any obligations under any such Option Agreements, beyond any applicable grace periods, shall be deemed a default under the Option Agreements. In the event of such a default, Sponsor may, at its option, cancel each such Option Agreements and retain, as liquidated damages, the entire Premium Payment made by Purchaser for each such Unit, Storage Bin License and/or Parking Space License, together with any interest earned thereon, if any, under each of the Option Agreements. Notwithstanding the foregoing, however, pursuant to the Interstate Land Sales Full Disclosure Act ("ILSA"), 15 U.S.C. 1701, et. seq., with respect to each such Unit, Storage Bin License and/or Parking Space License, if Purchaser loses its rights and interest in the fifteen percent (15%) of the

Purchase Price of such Unit, Storage Bin License, and/or Parking Space License, excluding any interest owed under the Option Agreement, Sponsor (or Sponsor's successors) shall refund to Purchaser any amount which remains after subtracting (i) fifteen percent (15%) of the Purchase Price, excluding any interest owed under and disposed of in accordance with the Option Agreement, or the amount of damages incurred by Sponsor (or Sponsor's successor) as a result of such breach, whichever is greater, from (ii) the amount paid by Purchaser with respect to the Purchase Price of the Unit, Storage Bin License, and/or Parking Space License, excluding interest paid under the Option Agreement (which interest shall be disposed of as set forth in the Option Agreement).

Any Purchaser that is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity) ("Foreign Government Purchaser") shall be required to expressly and voluntarily waive such immunity and consent to any suit, action or proceeding arising out of or relating to the Option Agreement or the Condominium Documents being brought in any State or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with the Option Agreement or the Condominium Documents. Any such Purchaser shall designate and authorize a lawful agent to receive process for and on behalf of Purchaser in any State or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with the Option Agreement or the Condominium Documents. Such Purchaser will be required at Closing to deposit with the Condominium an amount equal to 2 years' Common Charges then in effect for the Residential Unit, which will be in addition to the required contribution to the Working Capital Fund. The foregoing deposit shall in no way affect the obligation of such Purchaser to continue to pay Common Charges, and, to the extent utilized by the Condominium in the event of any default in the payment of Common Charges or any other sums owed by such Purchaser to the Condominium, shall be promptly replenished as set forth in Section 6.4 of the By-laws.

Prior to the Closing of Title to a Residential Unit, a Purchaser shall not list such Residential Unit for resale or rental with any broker or place or authorize a listing in any broker's listing system or other listing service or advertise or otherwise offer, promote or publicize the availability of the Residential Unit for sale or rental, without Sponsor's prior written consent, which may be withheld or delayed by Sponsor in Sponsor's sole and absolute discretion. Any listing of the Residential Unit or other form of advertising, promotion or publicizing of the Residential Unit by Purchaser prior to the Closing of Title shall be a default by Purchaser, entitling Sponsor to the default remedies set forth in the Section of the Plan entitled "Procedure to Purchase". After the Closing of Title to a Unit, for so long as Sponsor owns any Unsold Units, but not to exceed two (2) years from the date of the First Closing, Purchaser shall not advertise, promote or publicize the availability of the Unit for sale or lease at prices lower than those being advertised or promoted by Sponsor for similar Unsold Units. This restriction on advertising may affect the ability of Purchaser to sell its Unit within such two (2) year period and Purchaser should carefully consider such restriction before entering into an Option Agreement.

If the Plan is withdrawn or abandoned, the Premium Payment previously paid to and actually collected by Sponsor together with any interest earned thereon, shall be returned to Purchaser in accordance with the provisions herein set forth.

From and after the Closing of each Residential Unit, Purchaser will become obligated for the payment of Common Charges (once Common Charges are assessed by the Condominium Board), real estate taxes and assessments whether or not separately assessed (including water charges and sewer rents, if separately assessed) and all other expenses with respect to the Residential Unit, whether or not Purchaser has taken possession of the Residential Unit, and whether or not all work required to be performed by anyone in or to the Residential Unit has been completed.

The risk of loss to any Residential Unit by fire or other casualty until the Closing for such Residential Unit is assumed by Sponsor (unless and until Purchaser takes possession of the Residential Unit, at which time the risk of loss not covered by insurance shall be assumed by Purchaser), but without any obligation or liability by Sponsor to repair or restore any Residential Unit. In the event of damage or destruction of a Residential Unit due to fire or other casualty prior to the Closing, but subsequent to the signing of an Option Agreement, provided Sponsor elects (which election shall be in its sole discretion) to repair or restore the Residential Unit, the Option 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 Residential 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 the rights of the Condominium Board and other Residential Unit Owners, belong entirely to Sponsor. In the event of damage or destruction to any Residential Unit by fire or other casualty prior to the Closing, but subsequent to the signing of an Option Agreement, if Sponsor notifies Purchaser that it does not elect (which election shall be in its sole discretion) to Repair or restore the Residential Unit or if the Unit Owners do not resolve to make such repair or restoration pursuant to the By-laws (see the Section of the Plan entitled "Rights and Obligations of the Condominium Board/Summary of By-laws"), the Option Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return the Premium Payment, together with any interest earned thereon, to Purchaser, whereupon Sponsor and Purchaser shall be released and discharged from all obligations and liability under the Option Agreement and the Plan; provided, however, if Purchaser is then in default under the Option Agreement (beyond any applicable grace period), Sponsor shall retain all sums as and for liquidated damages.

If the Option Agreement covers both a Residential Unit and a Storage Bin License and/or Parking Space License, and Sponsor does not elect, or the Unit Owners do not resolve to make such repair or restoration to the affected Storage Areas pursuant to the By-laws following the fire or casualty, then the Option Agreement shall only be cancelled, as described above, with respect to the Storage Bin License and/or Parking Space License, as the case may be, and Purchaser shall remain obligated to purchase the Residential Unit. At the Closing of Title to the Residential Unit, Purchaser will receive a credit against the Exercise Price equal to the amount allocated to the Storage Bin or Parking Space, to the extent any such money has been delivered to Sponsor, or at Sponsor's option, a return to Purchaser by Sponsor of such previously paid amount with respect to the Storage Bin or Parking Space, as applicable.

Sponsor is obligated to provide only the equipment, fixtures and furnishings set forth in the "Description of Property and Improvements" set forth in Part II of the Plan. If a Person desiring to purchase a Residential Unit requests that Sponsor perform special or additional work on the Residential Unit or provide extra or upgraded furnishings, including, but not limited to, any deviation from the materials or specifications described in the Description of Property and Improvements set forth in Part II of the Plan, and Sponsor agrees to perform such work and/or provide such furnishings, then Sponsor may require such Person to deposit an amount greater than Premium Payment required under the Option Agreement. All funds received by Sponsor for upgrades or extras, if any are offered, will be placed in the Master Escrow Account. However, Purchasers should note that such funds may be released from the Master Escrow Account by Escrow Agent to Sponsor provided that Sponsor uses the funds or is reimbursed from such funds for such upgrades or extras. As a result, in the event a Purchaser is entitled to rescind the Option Agreement in accordance with the Plan, Purchaser will not receive a refund of any funds used for upgrades or extras. If Sponsor abandons the Offering Plan, any funds for Unit upgrades or extras will be returned to the Purchaser who deposited such funds.

SPONSOR SHALL IN NO EVENT BE OBLIGATED TO PERFORM ANY SPECIAL WORK TO THE PROPERTY, THE BUILDING, THE UNITS OR THE COMMON ELEMENTS OTHER

THAN AS REQUIRED BY THE TERMS OF THE PLAN AND THE "DESCRIPTION OF PROPERTY AND IMPROVEMENTS" SET FORTH IN PART II OF THE PLAN.

Each Purchaser shall be given a reasonable opportunity to examine the Residential Unit prior to the Closing and is urged to make a careful inspection thereof. At the Closing, each Purchaser of a Residential Unit shall be required to sign and deliver to Sponsor an Inspection Statement in substantially the form set forth in Part II of the Plan wherein Purchaser acknowledges the condition in which Purchaser has inspected the Residential Unit. Under no circumstances shall any item included on an Inspection Statement (i) constitute grounds for a Purchaser to postpone or otherwise delay the date scheduled for the Closing nor (ii) obligate Sponsor to deposit any monies in escrow at Closing.

At Closing, each Purchaser will be required to execute and deliver a Unit Power of Attorney in favor of the Condominium Board and Sponsor, the failure of which shall be default under the Option Agreement entitling Sponsor to all of the remedies set forth in the Plan and the Option Agreement. The form of Unit Power of Attorney shall be substantially in the form as set forth in Part II of the Plan.

In addition to Sponsor, the individual principals of Sponsor are required by the Department of Law to execute the Certification by Sponsor and Sponsor's Principals ("Certification") set forth in Part II of the Plan, solely in connection with enforcement by the Department of Law of Article 23-A of the General Business Law (the "Martin Act"). Consistent with a recent First Department decision, the principals of Sponsor expressly disclaim the existence of any private right of action for contract claims by individual unit owners (or a board on their behalf) in connection with or arising solely from their execution of the Certification of Sponsor and Principals, absent liability under another statute or under an alter-ego or other veil-piercing theory. See Board of Managers of 184 Thompson Street Condominium v. 184 Thompson Street Owner LLC. et al, 2013 N.Y. Slip Op 03574 (1st Dept. May 16, 2013). The Purchaser will specifically acknowledge and agree to the above limitation on personal liability in the Option Agreement.

## ESCROW AND TRUST FUND REQUIREMENTS

All Premium Payments made by Purchasers prior to the Closing of a Unit, Storage Bin License, and/or Parking Space License will be held in escrow in conformity with the disclosure contained in this Section of the Plan and in accordance with the escrow provisions contained in the Option Agreement.

Sponsor will comply with the escrow and trust fund requirements of General Business Law Sections 352-e(2-b) and 352-h and the Attorney General's regulations promulgated pursuant thereto and Section 71-a(3) of the State of New York Lien Law. The Department of Law may perform random reviews and audits of any records involving escrow accounts to determine compliance with statute and regulation.

Any provision of any contract or agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnify any obligation of Escrow Agent holding trust funds is absolutely void. The provisions of the Attorney General's regulations concerning escrow/trust funds shall prevail over any conflicting or inconsistent provision in the Plan or in the escrow agreement or an Option 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. However, notwithstanding anything to the contrary set forth herein or anywhere else in the Plan, in the Event of Default by Purchaser, as that term is defined the Option Agreement, Purchaser shall be obligated to reimburse Sponsor for any legal fees, expenses and disbursements incurred by Sponsor in defending Sponsor's rights under the Option Agreement or otherwise enforcing Purchaser's obligations thereunder.

All Premium Payments made by Purchasers prior to the Closing of each individual transaction will be placed in segregated special escrow accounts of Goldfarb & Fleece LLP, the escrow agent ("Escrow Agent"), whose address is 345 Park Avenue, New York, New York 10154 and whose telephone number is (212) 891-9100. The signatories on this account authorized to withdraw funds are the following partners of Goldfarb & Fleece, LLP: Andrew Migdon, Spencer Stein, and Marc Wasser. The name of the account is Goldfarb & Fleece LLP Attorney Trust Account – West Village Residences, located at JPMorgan Chase Bank, 270 Park Avenue, New York, New York 10017 (the "Master Escrow Account"). All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing. Escrow Agent shall maintain the Master Escrow Account under its direct supervision and control.

If a Purchaser makes a Premium Payment in excess of $250,000 for the purchase of a Residential Unit, the amount in excess of $250,000 will not be federally insured. Additionally, until such time as Purchaser delivers either an executed W-8 or W-9 Form to Sponsor, the Premium Payment shall remain in the non-interest bearing portion of the Master Escrow Account. While the Premium Payment remains in the non-interest bearing portion of the Master Escrow Account, the Premium Payment may not be federally insured even if the Premium Payment does not exceed $250,000. No representation is made with respect to any further changes in law concerning such accounts. Purchasers should consult with their accountants or financial advisors for further information. Premium Payments will be placed in the Master Escrow Account after tender by Purchaser to Sponsor or Selling Agent.

Within five (5) business days after the Option Agreement executed by Purchaser and Sponsor has been tendered to Escrow Agent along with the Premium Payment, the Escrow Agent shall sign the Purchase Agreement and place the Premium Payment into Escrow. All Premium Payments will be placed initially in the non-interest bearing portion of a Master Escrow Account within ten (10) business days after the Option Agreement is tendered, along with the Premium Payment, by Purchaser. Each Purchaser is required to deliver a completed and signed Form W-9 (Request for Taxpayer Identification Number) or a Form W-8 (Certificate of Foreign Status) in the forms set forth in Part II to the Plan, to Sponsor or Selling Agent at the time Purchaser tenders the Premium Payment and the Option Agreement. If a Premium Payment is accompanied by a completed and signed Form W-9 or Form W-8, the Premium Payment will thereafter be promptly transferred to an individual interest bearing sub-escrow account in the name of Purchaser. If a Purchaser does not deliver the Form W-9 or Form W-8, the Premium Payment will remain in the non-interest bearing portion of the Master Escrow Account. At such time as the Premium Payment is released, the Premium Payment will be transferred from the individual sub-escrow account to the non-interest bearing portion of the Master Escrow Account so that checks may be drawn thereon.

All Premium Payments, except for advances made for upgrades, extras, or custom work received in connection with the Option Agreement, are and shall continue to be the Purchaser's money, and may not be commingled with any other money or pledged or hypothecated by Sponsor, as per GBL § 352-h.

The sub-escrow account number and the initial interest rate, if any, will be disclosed to each Purchaser, as appropriate, in a letter from Escrow Agent to each Purchaser sent within 15 business days after the tender of the Premium Payment. If Purchaser does not receive notice that the Premium Payment has been placed in the Master Escrow Account within 15 business days after tender of the Premium Payment, Purchaser may cancel the Purchase and rescind so long as the right to rescind is exercised within 90 days after tender or crediting of the Premium Payment. 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 may not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Premium Payment was

timely deposited and requisite notice was timely mailed to Purchaser in conformity with the Attorney General's regulations. Escrow Agent will not be required to send the letter referred to above to each Purchaser in connection with any additional deposits tendered by Purchaser after the Initial Premium Payment (or in connection with any changes in the interest rate).

The Premium Payment may be tendered by Purchaser to Sponsor or Selling Agent by either personal delivery, delivery by messenger or courier service or mailed by certified mail, return receipt requested, overnight courier or express mail service. The Premium Payment shall be deemed tendered by Purchaser on the date it is actually received by Sponsor or Selling Agent. Sponsor agrees that Sponsor and its agents, including any selling agents, shall deliver the Premium Payment received by them prior to Closing of the Unit to a designated attorney who is a member of or employed by Escrow Agent, within two (2) business days of tender of the Premium Payment by Purchaser. Acceptance of the Premium Payment by Sponsor or Selling Agent and the Premium Payment thereof by Escrow Agent into escrow shall not be deemed a binding agreement by Sponsor to sell to Purchaser unless and until Purchaser executes an Option Agreement and Sponsor or Selling Agent executes a duplicate thereof and delivers the Option Agreement to Purchaser in accordance with the terms of the Plan.

The Option Agreement is set forth as an exhibit in Part II of the Plan. The relevant escrow trust fund provisions are included in Schedule D of the Option Agreement, which must be executed by the Sponsor, Purchaser, and Escrow Agent.

If a Purchaser tenders a Premium Payment without an executed Option Agreement, Sponsor shall have the right to reject the Premium Payment and return it to Purchaser: (i) within 5 business days after tender, if the Premium Payment has not been deposited into escrow, and (ii) within 10 business days, if the Premium Payment has been deposited into escrow and the Option Agreement has not yet been delivered by Purchaser. In the event a Premium Payment or portion thereof is delivered by wire transfer to Escrow Agent, any wiring fees charged by the initiating and/or receiving banks will be Purchaser's obligation.

The checking account portion of the Master Escrow Account will not be interest-bearing. The sub-escrow account portion of the Master Escrow Account will be interest-bearing. All interest will be credited to Purchaser at such time as: (i) there is a closing under the Option Agreement, or (ii) Purchaser is entitled to a return of the Premium Payment. As of the Filing Date, the interest rate for the Escrow Bank is .15%. All interest will be credited to Sponsor only in the event there is a "consummation of the Plan" (as such term is defined in the Attorney General's regulations) and Purchaser defaults. The interest rate to be earned will be the prevailing rate for these accounts. The interest rate is subject to change by the Escrow Bank. Sponsor makes no guarantee of, and shall have no liability to Purchaser for changes to, the interest rate. Interest will begin to accrue within: (x) 3 business days, if the Premium Payment is cash or cash equivalent, or (y) 5 business days, if the Premium Payment is other than cash or cash equivalent, of the transfer of the Premium Payment from the checking account portion of the Master Escrow Account into the sub-escrow account portion of the Master Escrow Account.

The Premium Payment shall be made payable to the direct order of "Goldfarb & Fleece LLP, as Escrow Agent". All checks shall represent United States currency, be drawn on or issued by a United States bank or trust company which is a member of the New York Clearing House Association and shall be unendorsed. Endorsed instruments will not be accepted.

If a check delivered by a Purchaser fails for collection, the Option Agreement will be deemed void ab initio (as if the Option 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 10 business days of Sponsor receiving notice from Escrow Agent of such failure for collection.

Sponsor may, upon application approved by the Department of Law, elect to withdraw funds from the Escrow Account and secure all or any portion of the Premium Payments withdrawn by delivering to Escrow Agent or another escrow agent designated by Sponsor, one or more irrevocable letters of credit (collectively, "Letter of Credit"), in accordance with the terms and conditions set forth below. All funds withdrawn from the Escrow Account shall either be paid to the Lenders providing construction financing to Sponsor or disbursed to Sponsor subject to the approval by the Lenders of the amount of the withdrawal. The amount of the Letter of Credit will be at least 125% of the aggregate of all Premium Payments expected to be received from Purchasers, and not retained in escrow, during such period of time as the Letter of Credit will be needed. Sponsor reserves the right at any time and from time to time to increase or decrease the amount of the Letter of Credit, by a duly filed amendment to the Plan provided, however, the aggregate amount of the Letter of Credit shall at no time be less than the aggregate of all Premium Payments, if any, withdrawn by Sponsor for use in construction, less any sums returned to Purchasers or otherwise disbursed in accordance with the Plan. Premium Payments will cease to earn interest upon withdrawal from the Escrow Account. The Letter of Credit shall name Escrow Agent as beneficiary to act as fiduciary for the benefit of all Purchasers under the Plan.

The Letter of Credit will provide that Escrow Agent shall have sole power to draw upon the Letter of Credit without the consent or despite the objection of Sponsor or the issuer bank, at such times or upon such events as set forth below. The Letter of Credit will continue in effect, or shall be periodically renewed, until the closing of title as to all Units for which Premium Payments have been placed in Sponsor's construction fund account.

Escrow Agent shall be entitled to release the Premium Payments to Sponsor provided that the Escrow Agent has documentation showing that the Letter of Credit or renewal or replacement Letter of Credit has been issued in accordance with this Section of the Plan and is in effect.

Escrow Agent, as the beneficiary of the Letter of Credit, acting as fiduciary for the benefit or Purchasers under the Plan whose funds were released from escrow, shall have the duty and the right to draw upon and collect the proceeds of the Letter of Credit, 10 business days after notice to Sponsor and Sponsor's failure or refusal to restore such funds to Escrow Agent, without the consent or despite the objection of Sponsor or the issuer bank, upon the following events or circumstances:

(a) timely rescission of an Option Agreement by a Purchaser pursuant to an offer of rescission contained in the Plan or an amendment to the Plan;

(b) acceptance for filing by the Department of Law of an amendment abandoning the Plan;

(c) a written agreement of Sponsor and Purchaser directing payment of the funds or a determination, order or judgment of a court of competent jurisdiction, or pursuant to terms and conditions set forth in the Plan and Option Agreement upon closing of title to the Unit;

(d) failure by Sponsor to obtain a renewal or replacement Letter of Credit no later than 60 days prior to the expiration of the existing Letter of Credit;

(e) direction by Sponsor upon request of Purchaser; or

(f) notice of impending cancellation of the Letter of Credit has been given or received, or the issuer bank has filed a bankruptcy or insolvency petition or has been taken over by a federal or state authority, and no proper replacement of the Letter of Credit has been furnished.

Upon payment to Escrow Agent of a drawing under the Letter of Credit, to the extent that Escrow Agent has no further obligation to hold the proceeds of such Letter of Credit in accordance with this section of the Plan, Escrow Agent shall remit the Premium Payment to the relevant Purchaser to the extent required by this section of the Plan and shall remit the excess amount (if any) of such proceeds over the Premium Payment to the Sponsor.

The sole obligation of the issuer bank under or in connection with the Letter of Credit is to pay to Escrow Agent the amount drawn under the Letter of Credit pursuant to a conforming drawing thereunder. In no event shall the issuer bank or the Lenders be liable for the use of proceeds of any drawing by Escrow Agent and no Purchaser shall have any recourse whatsoever to the issuer bank or the Lenders with respect to the use of such Premium Payments, other than the issuer bank's liability on the fronting bank for such Letters of Credit.

***PURCHASERS WILL EARN NO INTEREST ON PREMIUM PAYMENTS EXCEPT DURING SUCH PERIODS AS THE PREMIUM PAYMENTS ARE PLACED IN THE INTEREST-BEARING PORTION OF THE MASTER ESCROW ACCOUNT.***

Under no circumstances shall Sponsor seek or accept release of the Premium Payment 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 the Sponsor of its obligations pursuant to GBL §§ 352-3(2-b) and 352-h.

The Escrow Agent shall release the Premium Payment if so directed:

(a) pursuant to terms and conditions set forth in the Option Agreement upon closing of title to the Unit; or

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

The Sponsor shall not object to the release of the Premium Payment to:

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

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

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 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 Option Agreement or otherwise concerning the maintenance of release of the Premium Payment from escrow

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 Option Agreement, Plan, or any amendment thereto. 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).

The Option Agreement provides that the Purchaser will not object and will be deemed to have agreed, without the need for a further written agreement, to the release of the Premium Payment to Sponsor in the event Sponsor and Purchaser close title under the Option Agreement.

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

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

Escrow Agent is acting merely as a stakeholder. Escrow Agent makes no representation with regard to and shall not be responsible for the maintenance by Sponsor of the Letter of Credit. Upon payment of the Premium Payment pursuant to the Plan, Escrow Agent shall be fully released from all liability and obligation with respect to the Premium Payment. Escrow Agent shall accept a Premium Payment made by check, subject to collection.

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

If Sponsor agrees to compensate Escrow Agent for services rendered in connection with Escrow Agent's duties, Escrow Agent's fees and disbursements will neither be paid by Sponsor from the Premium Payment nor deducted from the Premium Payment by any financial institution under any circumstance. Escrow Agent will maintain all records concerning the Master Escrow Account for 7 years after the release of funds.

## ASSIGNMENT OF OPTION AGREEMENTS

### No Third-Party Assignment

Purchaser does not have the right to assign the Option Agreement, directly or indirectly, without the prior written consent of Sponsor. A transfer of a controlling interest in any entity constituting Purchaser shall be deemed an assignment. Any purported assignment by Purchaser in violation of this Section will be voidable at the option of Sponsor. Sponsor's refusal to consent to an assignment will not entitle Purchaser to cancel the Option Agreement or give rise to any claim for damages against Sponsor. If Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of the Option Agreement, or for the addition, deletion or substitution of names on the Option Agreement, then Purchaser shall be required to pay to Goldfarb & Fleece LLP a fee of $1,250, in advance, for preparation of an assignment and assumption agreement. Any purported assignment by Purchaser in violation of this Section shall be a default by Purchaser, entitling Sponsor to the default remedies set forth in the Section of the Plan entitled "Procedure to Purchase," and shall be voidable at the option of Sponsor.

### No Advertising

Prior to the Closing of Title to a Residential Unit, a Purchaser shall not list such Residential Unit for resale or rental with any broker or place or authorize a listing in any broker's listing system or other listing service or advertise or otherwise offer, promote or publicize the availability of the Residential Unit for sale or rental, without Sponsor's prior written consent, which may be withheld or delayed by Sponsor in Sponsor's sole and absolute discretion. Any listing of the Residential Unit or other form of advertising, promotion or publicizing of the Residential Unit by Purchaser prior to the Closing of Title shall be a default by Purchaser, entitling Sponsor to the default remedies set forth in the Section of the Plan entitled "Procedure to Purchase". After the Closing of Title to a Unit, for so long as Sponsor owns any Unsold Units, but not to exceed two (2) years from the date of the First Closing, Purchaser shall not advertise, promote or publicize the availability of the Unit for sale or lease at prices lower than those being advertised or promoted by Sponsor for similar Unsold Units. This restriction on advertising may affect the ability of Purchaser to sell its Unit within such two (2) year period and Purchaser should carefully consider such restriction before entering into an Option Agreement.

## EFFECTIVE DATE

The offering by Sponsor of the Units under the Plan is contingent upon the Plan being declared effective. The First Closing shall not occur until the Plan has been declared effective. The Plan may be declared effective, at Sponsor's option by (i) an amendment to the Plan or (ii) notice to each Purchaser stating that the Plan is declared effective and submission of an amendment to the Department of Law within 5 days confirming that the Plan was declared effective on a specified date. The Plan may be declared effective, at Sponsor's option, at any time when bona fide purchasers, including investors, have executed Option Agreements with respect to not less than 15% of the Residential Units (excluding the Resident Manager's Unit). The Plan must be declared effective at such time as Option Agreements have been executed and are in effect with respect to 80% of all Residential Units offered for sale.

The Plan will not be declared effective based on Option Agreements: (i) signed by Purchasers who have been granted a right of rescission that has not yet expired or been waived, or (ii) signed by Purchasers who have not been afforded at least 3 business days to review the Plan and all filed amendments prior to executing an Option Agreement or, in lieu thereof, at least 7 days to rescind after executing an Option Agreement, or (iii) signed by any Purchaser who is Sponsor, Selling Agent,

Managing Agent or a principal of either, or is related by blood, marriage or adoption or as a business associate, an employee, a shareholder or a limited partner of Sponsor, the Selling Agent, the Managing Agent or a principal of either, except that such a Purchaser (other than Sponsor or a principal of Sponsor) may be counted only if Sponsor has submitted proof satisfactory to the Department of Law establishing that Purchaser is bona fide.

Pursuant to Law, Sponsor may declare the Plan effective by entering into Option Agreements for the sale of a minimum of 15% of the Residential Units in the Condominium. Even if the Plan is declared effective with a minimum number of sales, it is possible that Sponsor may be able to create a Condominium with fewer than the minimum number of sales, if Purchasers counted towards effectiveness do not ultimately close title to their Residential Units. Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include requiring that a certain percentage of apartments in a building or group of buildings be sold before the lender will consider making a loan. Thus it may be possible for a purchaser to experience difficulty obtaining a loan in a building or group of buildings where the sponsor or holder of unsold shares has not sold a substantial percentage of the apartments in the building or group of buildings, which in some cases may be as high as 70%. Moreover, some lenders will not provide financing in a building or group of buildings where an investor other than the originals sponsor has an ownership interest of 10% or more. It may also be difficult for a Purchaser to resell a Unit if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership requirements.

The Plan may be withdrawn or abandoned by Sponsor for any reason whatsoever at any time prior to its being declared effective, in which event Purchasers will be notified by Sponsor in writing, by registered or certified mail.

Once the Plan has been declared effective, it may not thereafter be abandoned or withdrawn, except that, prior to the First Closing, the Plan may, at the option of Sponsor, be abandoned in the event of: (1) the existence of one or more title defects (including violations of record or work orders of a mortgagee or insurance carrier) affecting any one or more Units or the Property that cannot be removed, complied with or cured without litigation or for less than ½ of 1% of the total offering amount in the aggregate, and which are not waived by the Purchasers thereof, (2) a substantial damage to or destruction of the Condominium (or any portion thereof) by fire or other casualty that cannot be repaired prior to the date set forth for the First Closing for less than ½ of 1% of the total offering amount in the aggregate, or (3) a taking of a material portion of the Property in condemnation proceedings or by eminent domain. Excluded from the dollar amounts set forth in (1) and (2) above are attorney's fees and title defects (including violations of record or work orders) or determinations of any authority or regulatory association which existed on the Filing Date of the Plan and were either known to Sponsor or were a matter of public record.

If the Plan is withdrawn or abandoned, all Premium Payments, together with any interest earned thereon, except for funds expended by, or reimbursed to, Sponsor for upgrades or extras will be returned to Purchasers within 30 days following such withdrawal or abandonment. Upon the return of the Premium Payments, together with any interest earned thereon, the Option Agreement will be null and void and Sponsor will have no further obligation or liability to Purchaser under the Plan or the Option Agreement. Sponsor shall promptly submit an amendment to the Department of Law confirming such abandonment or withdrawal and shall file a notice of abandonment on form RS-3 or such other as the Department of Law may require and explain the reason for the abandonment and disposition of all Premium Payments received, and any interest earned thereon.

## TERMS OF SALE / CLOSING OF TITLE TO RESIDENTIAL UNITS

The Closing of Title to each Residential Unit shall be held at the office of Goldfarb & Fleece LLP, 345 Park Avenue, New York, New York 10154 or at such other place as Sponsor may designate. The Closing shall take place only after or concurrently with the following events:

(a) the Plan has been declared effective in accordance with its terms and the amendment to the Plan disclosing same has been accepted for filing by the Department of Law;

(b) a TCO or FCO for the Residential Unit is in effect (ongoing construction in the Condominium or other Units and/or the absence of a temporary or permanent certificate of occupancy for any other Unit shall not constitute a basis for Purchaser's failure or refusal to close). A TCO for the Garage Unit and/or cellar floor shall also be required for the sale of Cellar Storage Bin Licenses and/or Parking Space Licenses, and the release of funds from escrow to Sponsor for such Cellar Storage Bin Licenses and/or Parking Space Licenses will occur only after a TCO has been issued for such areas;

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

(d) the release of the Residential Unit and its Common Interest from the lien of all mortgages, if any;

(e) the delivery to Purchaser of written notice of the time and place of the Closing at least 30 days prior to the Closing Date specified therein (which 30 day notice may be waived by the Purchaser), including a reasonable opportunity, upon written request of Purchaser, for Purchaser to examine the Residential Unit and the Property, during normal business hours and in the company of Sponsor's agent, prior to Closing;

(f) the delivery to Purchaser of a written bargain and sale deed with covenant against grantor's acts, the form of which is set forth in Part II of the Plan, in proper form for recording and containing the provisions set forth in subdivision 5 of Section 13 of the Lien Law upon delivery to Sponsor of the Exercise Price and such other checks and documents required pursuant to the Plan and Option Agreement;

(g) the installation by Sponsor of a smoke and carbon monoxide detector in the Residential Unit;

(h) the execution and delivery by Purchaser of the Unit Owner's Power of Attorney, the form of which is set forth in Part II of the Plan;

(i) the execution by Purchaser of a notice to the Managing Agent indicating whether a child under the age of ten (10) will be living in the Residential Unit or if the Purchaser wants to have window stops or guards installed on the windows of the Unit even though no child under the age of ten (10) will be living in the Residential Unit. In the event that window stops or guards are to be installed in the Residential Unit, such installation shall be performed at the direction of Managing Agent and the cost thereof (for the window stops or guards and installation) shall be charged to and paid by the Purchaser of the Residential Unit;

(j) if Purchaser has requested title insurance, the issuance to Purchaser (at Purchaser's sole expense) of a policy of title insurance in at least the amount of the purchase price of the

Unit, insuring that (i) Purchaser has fee title to the Unit free and clear of all liens and encumbrances except for (1) Permitted Encumbrances and standard printed exceptions and (2) liens and encumbrances other than Permitted Encumbrances to which the Unit's title is subject to either (a) which have been expressly accepted by Purchaser, or (b) for which the instrument required to remove it of record has been delivered to the Title Company for recording in the proper office, together with the requisite recording or filing fees or delivered to the representative of Purchaser's title insurance company (or, if none, to Purchaser's attorney); or (c) as to which the Title Company will insure (without additional premium to Purchaser) that such lien or encumbrance will not be collected out of or enforced against the Unit; or (d) as to which the Sponsor, at its sole option, pays and discharges from monies paid by Purchaser at Closing, and (ii) the Condominium has been validly created pursuant to the Condominium Act; and

(k) Purchaser shall execute and deliver all other documents necessary and/or customary in connection with a condominium unit conveyance, as directed by Sponsor's Attorney.

Sponsor shall be entitled to deliver a 30 day closing notice to a Purchaser prior to meeting the closing prerequisites set forth in items (b) through (j) above. Purchaser may waive this notice period.

Ongoing construction in the Buildings or other Units and/or the absence of a TCO or FCO for any other Unit shall not constitute a basis for Purchaser's failure or refusal to close.

Purchasers should note that the agreement pursuant to which they will purchase the Unit is sometimes referred to as an "Option Agreement." This characterization is consistent with Sponsor's intention to treat the Option Agreement for purposes of applicable provisions of the Internal Revenue Code as similar to an option and to obtain the same tax treatment that the Sponsor would be entitled to under certain proposed Treasury Regulations that were promulgated by the Internal Revenue Service on August 4, 2008. If this characterization is respected, the Sponsor will be able to account for the sale of the Units for federal income tax purposes in the same manner as it would be able to account for such sale if the Unit had constituted a separate dwelling. PURCHASER IS NOT RECEIVING ANY "OPTIONS" AND IF THE PURCHASER DOES NOT CLOSE ON THE AGREEMENT, PURCHASER WILL FORFEIT PURCHASER'S PREMIUM PAYMENT AS LIQUIDATED DAMAGES. If Purchaser does not close due to Sponsor's inability to convey title in the condition required hereunder, Purchaser will not forfeit its Premium Payment. Purchasers should note that Sponsor's characterization of the Option Agreement is not binding on the Internal Revenue Service which may challenge such characterization. However, even if the Internal Revenue Service was to successfully challenge Sponsor's tax characterization of the Agreement and the Premium Payment, as described above, there will be no adverse tax or other consequences to the Purchaser. Sponsor cannot compel specific performance as a remedy against the Purchaser.

Purchaser's failure to execute and deliver at Closing, all documents necessary and/or customary in connection with the conveyance of a Condominium Unit, including without limitation, the power of attorney form and transfer tax forms, shall constitute an event of default under the terms of the Option Agreement, entitling Sponsor to the default remedies set forth in the Option Agreement.

Sponsor may agree with a Purchaser to deliver a Residential Unit or Non-Residential Unit to Purchaser as "raw space" and not as set forth in the Plan. In such event, the Purchaser of such "raw space" Unit shall not be permitted to occupy such Unit until such time as a TCO has been issued for such Unit, although such Purchaser may take possession of the Unit solely for the purpose of completing a build-out of such Unit prior to occupancy. The Closing of Title to such "raw space" Unit shall not constitute the First Closing as defined herein, if such "raw space" Unit is delivered prior to the issuance of a TCO for the Unit.

The Non-Residential Units may be sold to a Purchaser and such Purchaser may close prior to the issuance of a TCO and in accordance with the terms of the purchase agreement negotiated by Sponsor and any purchaser of the applicable Non-Residential Unit.

In the event of the existence of any lien, encumbrance or title defect other than Permitted Encumbrances, which Sponsor fails or refuses to correct, the sole remedy of Purchaser under the Plan, provided Purchaser is not then in default, will be to either (i) take title subject to the title defect or (ii) terminate the Option Agreement, within 15 days after receipt of notice or an amendment disclosing such lien, encumbrance or title defect. A Purchaser electing to proceed with the purchase of the Unit will not be entitled to any credit against, or abatement of, the purchase price set forth in the Option Agreement and will have no claim or right of action against Sponsor for damages or otherwise by reason thereof. Sponsor has no obligation to institute any action or proceeding or to expend any sum of money to make title marketable or to eliminate any encumbrances or title defects. If Purchaser elects to terminate the Option Agreement, Sponsor shall cause the Premium Payment together with any interest earned thereon, except for funds expended by, or reimbursed to, Sponsor for upgrades or extras, to be returned to Purchaser, within 30 days after receipt of Purchaser's termination notice. Upon making such refund, Sponsor and Purchaser shall be relieved of all further obligations and liabilities under the Option Agreement and the Plan.

IF THE PURCHASER FAILS TO NOTIFY SPONSOR OF PURCHASER'S ELECTION WITHIN 15 DAYS AFTER SPONSOR NOTIFIED PURCHASER OF SPONSOR'S FAILURE TO REMEDY THE TITLE DEFECT, IT WILL BE CONCLUSIVELY DEEMED THAT PURCHASER ELECTED TO ACQUIRE TITLE SUBJECT TO THE TITLE DEFECT.

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 or otherwise enable the Title Company to omit such title exceptions from Purchaser's title insurance policy 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.

Sponsor shall be entitled to adjourn the Closing to remove or correct any title exception that cannot be dealt with as set forth above. Sponsor is not obligated to cause Purchaser's title company to omit any exception if the Title Company is willing to insure, without additional premium, Purchaser's title with such exception. Purchaser will be responsible to pay to the Title Company the entire premium for Purchaser's title insurance. Purchaser may obtain title insurance from any title insurance company or abstract company or not obtain any title insurance at all, at Purchaser's sole discretion (unless Purchaser's lender shall require Purchaser to purchase title insurance covering such lender).

Any personal property located within the Unit (if any) on the date of the Option Agreement is executed 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 excluded in the Option Agreement or the Plan.

## CLOSING COSTS AND ADJUSTMENTS

### Closing Costs

As more particularly set forth in the Option Agreement, in addition to Purchaser's legal fees, Purchaser will pay the following estimated closing costs and expenses at the time of the Closing of Title.

Purchasers are advised that the Storage Bin License and Parking Space Licenses are not mortgageable or insurable for title insurance purposes. Sponsor believes that the Storage Bin License and Parking Space Licenses are not subject to the imposition of transfer taxes detailed in this Section. In the event that transfer taxes are imposed on the sale of the Storage Bins (and/or Parking Spaces), payment of such taxes shall be the obligation of Purchaser. Recording charges, fees, title costs and taxes set forth below pertain to Residential Units only and are based on rates in effect on the Filing Date of the Plan and are subject to change without notice.

(a) A non-refundable contribution to the Working Capital Fund of the Condominium in an amount equal to 2 months' Common Charges with respect to the Residential Unit based on the Condominium budget at the time of Closing.

(b) If Purchaser elects to obtain fee title insurance, Purchaser will pay the premium therefor, which will vary depending upon the amount requested. If ordered from New York Land Services, an operating division of Commonwealth Land Title Insurance Company (Tel. No. (212) 490-2277) ("Title Company") the premium will be calculated at the standard fee policy rates as set forth below:

**FEE RATE SCHEDULE FOR INSURANCE OF $1,000,000 OR MORE**

| AMOUNT OF INSURANCE | PREMIUM |
|---|---|
| First $35,000 or less | $402.00 |
| From $35,001 to $50,000 | $6.67 per Thousand |
| From $50,001 to $100,000 | $5.43 per Thousand |
| From $100,001 to $500,000 | $4.36 per Thousand |
| From $500,001 to $1,000,000 | $3.98 per Thousand |
| From $1,000,000 to $5,000,000 | $3.66 per Thousand |
| From $5,000,001 to $10,000,000 | $3.25 per Thousand |
| From $10,000,001 to $15,000,000 | $3.07 per Thousand |
| From $15,000,001 and up | $2.76 per Thousand |

(c) If Purchaser elects to simultaneously obtain both fee title insurance and mortgage title insurance, the premium for the fee title insurance will be calculated as described in paragraph (b) above. The premium for the mortgage title insurance that does not exceed the fee policy will be calculated at a discounted rate of 30% of standard mortgage policy rates. Title Company has provided Sponsor with the standard mortgage policy rates as set forth below:

**SIMULTANEOUS MORTGAGE RATE SCHEDULE**

| AMOUNT OF INSURANCE | PREMIUM |
|---|---|
| First $35,000 | $344.00 |
| From $35,001 to $50,000 | $5.55 per Thousand |
| From $50,001 to $100,000 | $4.54 per Thousand |
| From $100,001 to $500,000 | $3.64 per Thousand |
| From $500,001 to $1,000,000 | $3.31 per Thousand |
| From $1,000,001 to $5,000,000 | $3.05 per Thousand |
| From $5,000,001 to $10,000,000 | $2.71 per Thousand |
| From $10,000,001 to $15,000,000 | $2.55 per Thousand |
| From $15,000,001 and up | $2.31 per Thousand |

A form of Unit Owner's Specimen Title Policy, if title insurance is ordered from the Title Company, is set forth in Part II of the Plan.

(d) A fee for recording the deed and Unit Owner's power of attorney, being $42 for each instrument plus $5 per page together with a fee of $125 for filing the New York City Real Property Transfer Tax return ("City Tax Return").

(e) New York State Real Estate Transfer Tax ("State Transfer Tax") currently equal to $2 per $500 of Purchase Price plus, if applicable, a New York State Additional Tax ("Mansion Tax") of 1% where the Purchase Price equals $1 million or more and the New York City Real Property Transfer Tax ("RPT Tax") currently equal to 1% of the Purchase Price where the Purchase Price is $500,000 or less and 1.425% of the Purchase Price where the Purchase Price is more than $500,000.

The New York City Department of Finance has taken the position that where the purchaser of property assumes the obligation for the payment of the State Transfer Tax and the RPT Tax, which are generally an obligation borne by a Seller, the amount of the tax which would otherwise be payable if the seller were to pay such taxes, will be treated as additional consideration for the transaction subject to tax. Consequently, the amount of the RPT Tax is computed as follows:

| | Purchase Price $500,000 or less | Purchase Price Greater than $500,000 |
|---|---|---|
| Tentative City Tax: | | |
| Consideration | $400,000 | $1,500,000 |
| Tax Rate | x 1% | x 1.425% |
| Tentative tax | $ 4,000 | $ 21,375 |
| Tentative State Tax: | | |
| Net Consideration | $400,000 | $1,500,000 |
| Rounded up to nearest $500 | $400,000 | $1,500,000 |
| Tentative tax ($2 per $500) | $ 1,600 | $ 6,000 |
| City Tax: | | |
| Consideration | $400,000 | $1,500,000 |
| Tentative taxes | + 5,600 | + 27,375 |
| Taxable Consideration | $405,600 | $1,527,375 |
| Tax Rate | x 1% | x 1.425% |
| City Tax | $ 4,056 | $ 21,765 |
| State Tax: | | |
| Net Consideration | $400,000 | $1,500,000 |
| Tentative taxes | + 5,600 | + 27,375 |
| Taxable Consideration | $405,600 | $1,527,375 |
| Rounded up to nearest $500 | $406,000 | $1,527,500 |
| State Tax ($2 per $500) | $ 1,624 | $ 6,110 |

Thus, the effective RPT tax rate is approximately 1.014% of the Purchase Price where the Purchase Price is $500,000 or less or 1.451% where the Purchase Price is greater than $500,000. A similar position has been taken by the New York State Department of Taxation and Finance and as a result the effective tax rate for the State Transfer Tax is $4.06 per thousand dollars of the Purchase Price where the consideration is $500,000 or less and $4.074 per thousand dollars of the Purchase

Price where the consideration is greater than $500,000. When the Purchase Price is equal to or in excess of $1,000,000, payment by Purchaser of the Mansion Tax is not considered additional consideration to Sponsor for purposes of the calculation of the State Transfer Tax.

Sponsor has been advised by the Title Company that the information set forth below reflects the current position of the New York City Department of Finance with respect to real property transfer taxes that are due and payable in connection with the transfer by a seller of one or more units to the same or related purchasers, whether pursuant to one or more Option Agreements:

(1) ***Purchase of a single Residential Unit:***

The tax on the Residential Unit is 1% if the consideration is $500,000 or less, or 1.425% if the consideration is greater than $500,000

(2) ***Purchase of multiple Residential Units:***

The tax on each Residential Unit is 1.425% if the consideration is $500,000 or less, or 2.625% if the consideration is greater than $500,000

The Department of Finance takes the position that: (i) the lower tax rate (either 1% if the consideration is $500,000 or less, or 1.425% if the consideration is greater than $500,000) applies only in the case of a transfer of "an individual residential condominium unit;" and (ii) the higher tax rate (either 1.425% if the consideration is $500,000 or less, or 2.625% if the consideration is greater than $500,000) applies if a purchaser acquires more than one individual Residential Unit (i.e., two Residential Units).

(f) If Purchaser obtains a mortgage loan, Purchaser will be responsible for the payment of all mortgage recording taxes, mortgage recording fees, origination, appraisal and closing costs and other expenses in connection therewith (including legal fees) in amounts determined by governmental authorities and such lender. Currently, the mortgage recording tax for mortgages under $500,000 is 2.05% of the face amount of the mortgage and 2.175% of the face amount of the mortgage if the mortgage is $500,000 or more. Of the total tax due, the mortgagee pays an amount equal to 0.25% of the face amount of the mortgage. In addition, there is a $30 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.

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

(g) Closing fees payable to Goldfarb & Fleece LLP, in accordance with the following schedule, all of which fees will be cumulative to the extent applicable to any individual closing:

(1) $3,000 for the preparation of closing documents for a Residential Unit (plus an additional $500 for each Parking Space License, and $500 for each Storage Bin License) calculation of adjustments, attendance at Closing at the offices of Goldfarb & Fleece LLP, or such other place as Sponsor may designate and supervision of execution of closing documents;

(2) $250 for the preparation of ACRIS transfer documents required by the City of New York.

(3) If Purchaser requires that the Closing occur other than at the office of Goldfarb & Fleece LLP, or such other place as Sponsor may designate, and Sponsor consents to such change (in Sponsor's sole discretion), an additional attendance fee of $1,250 for each Closing held within Manhattan. No Closing will be held in any borough outside Manhattan.

(4) If Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of the Option Agreement, or for the addition, deletion or substitution of names on the Option Agreement (which request in all instances must be received by Sponsor's attorney no later than 7 business days prior to the Scheduled Closing Date), a fee of $1,250 payable in advance, for preparation of an assignment agreement.

(5) If through no fault of Sponsor, Purchaser fails to close on the date scheduled for Closing, then Purchaser shall pay an additional fee of $750 for each rescheduled Closing granted at Purchaser's request to defray the cost of preparing and coordinating the Closing and recalculating the Closing apportionments.

Purchaser may pay more than one fee pursuant to (g) above with respect to a Unit. In addition to an attendance fee in connection with a completed Unit transfer, Goldfarb & Fleece LLP shall also be entitled to an attendance fee in the amount set forth above if such firm's representative attends a scheduled Closing but the Closing is adjourned due to Purchaser's failure to comply with Purchaser's closing obligations. In addition, more than one assignment fee shall be payable if Sponsor consents to more than one assignment request.

(h) If Purchaser has dealt with any broker other than Selling Agent or any other broker engaged in writing by Sponsor in connection with the purchase, then Purchaser will be required to pay any commission due to such broker.

(i) If Purchaser obtains a mortgage loan, Purchaser will pay Sponsor a sum equal to the partial mortgage tax credit to which Purchaser may be entitled pursuant to Section 339-ee(2) of the Condominium Act, which sum will be paid as a reimbursement for the mortgage recording tax previously paid by Sponsor in connection with any existing mortgage(s);

(j) If Purchaser is a Foreign Government Purchaser, Purchaser will be required to deposit with the Condominium an amount equal to 2 years' Common Charges with respect to the Residential Unit, based on the Condominium's budget in effect as of the Closing Date of the Unit and

(k) Purchaser shall pay the share of the cost of the Resident Manager's Unit allocated in accordance with the Residential Common Interest of the Residential Unit in the amounts more particularly set forth in the Section of the Plan entitled Schedule A.

All legal costs, fees and expenses of Goldfarb & Fleece LLP, other than those specifically set forth above, will be the sole responsibility of Sponsor.

**Example of Estimated Closing Costs for a Typical Residential Unit**

A numerical example of estimated closing costs and expenses for a single Residential Unit with a Purchase Price of $3,400,000 and a mortgage of $2,550,000 are set forth below by way of illustration only. All tax rates, title insurance premiums and recording rates are subject to change:

| ITEM | DESCRIPTION | AMOUNT |
|---|---|---|
| Fee Insurance Premium for $3,400,000 of owner's insurance | (70% first condo bulk sale rate) | $9,304.40 |
| Mortgage Insurance Premium for $2,550,000 of lender's insurance | (21% first condo bulk sale simultaneous rate) | $1,783.53 |
| NYC RPT Tax | NOTE: transfer taxes are based upon bulked-up consideration of $3,462,050. The NYC RPT rate is 1.425%. | $49,334.21 |
| NYS Mansion Tax | 1% of bulked-up consideration | $34,620.50 |
| NYS Transfer Tax | The tax rate is $2 for every $500 of consideration or fraction thereof. | $13,848.20 |
| Mortgage Recording Tax | The tax rate is 2.175%. The borrower pays 1.925% - $30. This does not include the lender's ¼ point of mortgage tax | $55,432.50 |
| Estimated Recording Fees | (one deed, one mortgage and one condo power of attorney) | $475.00 |
| Estimated Lender's Title Endorsements | Three endorsements at $25 each. | $75.00 |
| Closing fees to Goldfarb & Fleece LLP | Basic closing fee and ACRIS document preparation fee | $3,250.00 |
| Working Capital Contribution | 2 months' Common Charges | See Schedule A |
| Portion of Resident Manager's Unit Purchase | See Schedule A | See Schedule A |
| Total Estimated Closing Costs | Excluding Working Capital Contribution | $168,123.34 |

This example does not include the following costs or fees, to the extent applicable: Purchaser's financing costs, legal fees of Purchaser's attorney, costs of Purchaser's title searches, additional legal fees payable to Sponsor's attorney as set forth in paragraph (g) above, recording additional documents, penalty for late closing or adjustments with Sponsor (including mortgage recording tax reimbursement), apportionment of real estate taxes and insurance as described below.

Purchasers should note that adjustments for various closing items including Common Charges and real estate taxes will be made at Closing.

The foregoing projections assume that title insurance is purchased from the Title Company and that Purchaser closes without delays or the imposition of penalties. If Purchaser obtains a mortgage loan Purchaser can expect to incur additional fees for mortgage title insurance (with benefit of simultaneous rates), mortgage recording taxes and fees and other closing fees set forth above, plus the fee of Purchaser's attorney. Purchasers are advised to consult with prospective lenders for a detailed projection of related financing costs. Furthermore, the above example does not take into account possible new taxes, increases in tax rates or recording fees or increases in the cost of title insurance.

In the event Sponsor obtains a construction or acquisition loan which satisfies certain parameters and pays a mortgage recording tax thereon, it is specifically understood that, any mortgage tax credit shall inure to the benefit of Sponsor. Accordingly, at Closing, each Purchaser may pay all or a portion of the mortgage recording tax to Sponsor, to the extent of any mortgage tax credit allowed as set forth in sub-paragraph (i).

**Closing Adjustments**

(i) Adjustments. At Closing, adjustments between Sponsor and Purchaser will be made as of midnight of the day preceding the Closing Date 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, and future real estate taxes and assessments in accordance with the terms of the subsection below entitled "Real Estate Taxes" (b) Common Charges (if Common Charges have been assessed by the Condominium Board) and assessments for the month in which title closes; and (c) if Purchaser is occupying a Residential Unit pursuant to a Use and Occupancy Agreement, accrued use and occupancy fees and other charges.

(ii) Penalties. If Purchaser fails for any reason to close title to the Residential Unit on the Scheduled Closing Date, (a) the Closing adjustments described above will be made as of midnight of the day preceding the Scheduled Closing Date, regardless of when the Actual Closing Date occurs, and (b) Purchaser will be required to pay to Sponsor, as a reimbursement of Sponsor's increased carrying costs by virtue of the delay, and in addition to the other payments to be made to Sponsor under the Option Agreement and the Plan, an amount equal to .03% of the Purchase Price for each day starting from (and including) the Scheduled Closing Date to (and including) Actual Closing Date. If, through no fault of Purchaser, Sponsor postpones the originally Scheduled Closing Date, these provisions shall apply to any new Scheduled Closing Date.

(iii) Real Estate Taxes. In the event the Units have not been separately assessed for real estate tax purposes by the New York City Department of Finance ("Finance Department") prior to the First Closing. Sponsor shall deliver at the First Closing to Escrow Agent, either cash, a letter of credit or a surety bond ("Tax Security") in the amount of the real estate taxes for the next ensuing tax period ("Future Taxes"). Escrow Agent shall hold the Tax Security in escrow for the benefit of the Condominium. At each Closing prior to the date the Units are separately assessed and billed, Purchasers will be obligated to pay to Sponsor an amount equal to the Unit's pro-rata share of the Future Taxes (computed by multiplying the Common Interest of the Unit by the amount of the Future Taxes) ("Unit Tax Payment"). The Future Taxes shall be paid to the Finance Department when due by Sponsor, or by Escrow Agent using the Tax Security, either at Sponsor's direction, or upon Sponsor's failure to make such payment. If Sponsor pays the Future Taxes directly, the Tax Security shall be released to Sponsor upon delivery to Escrow Agent of proof of payment from the Finance Department of the Future Taxes. If at the time the Future Taxes are paid, the amount of the Future Taxes has been reduced by the Finance Department, Escrow Agent shall make appropriate refunds to Sponsor and Sponsor shall in turn make such appropriate refunds to Purchasers on account of Unit Tax Payments.

In the event the Units are separately assessed and individual tax bills are issued by the Finance Department prior to the date the Future Taxes are due, Escrow Agent shall release the Tax Security to Sponsor and Sponsor shall in turn make such appropriate refunds to Purchasers, as appropriate. In such event, Sponsor and Purchasers who closed title shall be required to pay their respective tax bills directly to the Finance Department.

With respect to subsequent Future Taxes, until the Units are separately assessed and individual tax bills are issued, the Condominium Board shall collect a Unit Tax Payment from each Unit Owner which Unit Tax Payment shall constitute additional Common Charges. Unit Tax Payments shall be payable by Unit Owners within 5 days of the date billed by the Condominium Board and shall be due and payable by such Unit Owner to the Condominium Board irrespective of whether such Unit Owner is required to escrow funds with a Lender in connection with a mortgage loan on such Unit. If any Unit Owner fails to make the Unit Tax Payment as set forth above, the Condominium will have a lien on the Unit for non-payment in the same manner as Common Charges (see the Section of the Plan entitled "Rights and Obligations of Unit Owners," subsection: " Common Charges: Collection and Lien for Non-Payment" for details).

*Illustration*. By way of illustration only, a Purchaser closing on a Unit in the middle of December (prior to separate assessment and individual billing of real estate taxes) is obligated to: (a) adjust with Sponsor for the first-half real estate taxes (July 1 to December 31) paid by Sponsor in July for the period from Closing through December 31; and (b) deliver to Sponsor a Unit Tax Payment for the second-half Future Taxes (January 1 to June 30). Thereafter, if the Units are not separately assessed and individual tax bills are not issued prior to the next ensuing tax payment, the Condominium will have the obligation to collect from each Unit Owner a Unit Tax Payment for first-half real estate taxes (July 1 to December 31) and pay such real estate taxes directly to the Finance Department on behalf of all Unit Owners.

In the event the amount of Future Taxes is increased (due to an increase in the tax rate or otherwise) prior to the separate assessment and issuance of individual tax bills by the Finance Department, the amount of such increase shall be payable by all Unit Owners, including Sponsor (with respect to its Unsold Units), in proportion to each Unit's Common Interest, adjusted for the period of ownership of each Unit by the respective Unit Owner. Such amount of increase shall be payable to Sponsor or the Condominium Board, as the case may be, within 5 days following written notice provided to such Unit Owner. Such increase shall be deemed additional Common Charges.

**Other Costs**

Except as specifically set forth in the Plan, Sponsor will pay all costs and expenses incurred in connection with the promulgation and consummation of the Plan and the sale of Units by Sponsor, including, but not limited to, all selling expenses and commissions payable to Selling Agent, advertising, printing and architects' fees, the fees of Sponsor's attorneys, engineering and appraisal costs and governmental filing fees, whether incurred prior or subsequent to the effective date of the Plan, in connection with the obligations of Sponsor. (See the Section of the Plan entitled "Rights and Obligations of Sponsor" for details.)

## RIGHTS AND OBLIGATIONS OF SPONSOR

Sponsor shall have the following obligations and all Purchasers upon execution of their respective Option Agreements will be deemed to have accepted, approved and agreed to abide and be bound by the following:

1. Sponsor reserves the right to make any changes in the proposed Condominium Documents and modifications to the Plans and Specifications as may be necessary in Sponsor's sole discretion to conform to Law or to expedite the sale of the Units, or due to structural, architectural or mechanical considerations provided, however, that any such amendments, additions, or changes shall not materially and adversely affect a Unit Owner or Purchaser, shall not materially and adversely affect any obligation of a Unit Owner or Purchaser, and any substitution of appliances, equipment or materials shall be of substantially equal or better quality. Sponsor further reserves the right to enter into any Units after an Option Agreement has been executed and delivered with a Purchaser to access Common Elements for any purposes, including, but not limited to, accommodating work by other Unit Owners or prospective Unit Owners. There shall be a rebuttable presumption that a change in the square foot area and dimensions of Unit due to field conditions, construction variances and tolerances, which do not increase or decrease the square foot area of the Unit by more than 5% (excluding interior partitions), shall not be deemed a material and adverse change.

2. Sponsor has obtained acquisition and construction loans from the Lenders in the aggregate amount of up to $585,000,000. Such loan is secured by mortgages on the Property. The Lenders have agreed in the absence of an event of default under the loan documents, to subordinate the lien of such mortgages to the Declaration of the Condominium and to release each Unit from the lien of such mortgages provided that net proceeds from the Unit closings are remitted to the Lenders from Sponsor in repayment of the outstanding loan. The loan documents with the Lenders provide for minimum release prices. Without the prior written consent of JPMC (i) Sponsor may not abandon or materially change its Plan for submission of the property to the condominium form of ownership; or (ii) enter into any purchase agreement unless the sale price is greater than or equal to specified minimum release prices.

3. The offering by Sponsor under the Plan is contingent upon the Plan being declared effective and the First Closing shall not occur until the Plan has been declared effective. The Plan may be withdrawn or abandoned by Sponsor for any reason whatsoever at any time prior to its being declared effective (see the Section of the Plan entitled "Effective Date" for further details).

4. Sponsor will perform such work and supply such materials, or will cause the same to be performed and supplied, as is necessary in order to complete the construction of the Condominium with a quality of construction comparable to the currently prevailing local standards and substantially in accordance with the Plans and Specifications for the construction work filed with the Buildings Department and other appropriate governmental authorities. In the event of any conflict between the disclaimers set forth in this Plan and Sponsor's obligations to construct the Condominium in accordance with all applicable codes and filed building Plans and Specifications as well as the provisions of the Plan, Sponsor's obligations to construct the Condominium in accordance with all applicable codes and filed building plans and specifications as well as the provisions of the Plan will control.

5. The Sponsor anticipates that the First Closing will occur by March 1, 2016, based upon the current construction schedule, unless delayed by Force Majeure. Purchasers will be offered a right of rescission if: (i) the actual date of closing of title to the first Residential Unit occurs later than February 28, 2017, twelve (12) months after the projected date for the First Closing of March 1, 2016, or (ii) the projected date of closing of title to the first Residential Unit occurs later than February 28, 2017, twelve (12) months after the projected date for the First Closing of March 1, 2016. If the Plan is amended to provide for a later projected date for the First Closing, Purchasers will be entitled to an offer of rescission if the First Closing occurs more than twelve (12) months beyond that amended, later date. Such right of rescission shall be offered in an amendment to all Purchasers, with not less than fifteen (15) days to exercise such right. **TIME SHALL BE OF THE ESSENCE WITH RESPECT TO PURCHASER'S RIGHT TO EXERCISE SUCH RESCISSION RIGHT.** However, even if the First Closing occurs before March 1, 2016 or a later projected date, the closing of subsequent Units could be substantially delayed beyond the date of such First Closing if a temporary certificate of occupancy has not been issued for such Units or for the floor on which such Units are located. In such case, a Purchaser will not be entitled to a right of rescission or to make claims against the Sponsor for damages or losses as a result of such delays and will not be excused from paying the full Purchase Price for the Unit and the Sponsor may schedule the closings of title to other Units significantly later than the date of the First Closing. The Sponsor is not obligated to schedule Purchaser's closing within any specified time frame or to ensure that closing of title to Purchaser's Unit will occur by any date certain. **PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT.** Purchasers should note that: (i) Units will be completed at different times over a period that may begin prior to and/or extend significantly beyond the date of the First Closing, and (ii) Units on higher floors generally close later than Units on lower floors. The current projected order of completion of the Buildings is as follows: the 145 Building, followed by the 140 Building, the 150 Building, the 160 Building, the 155 Building, the 133 Building, the 135 Building, the 137 Building, the 139 Building, and then the 141 Building; provided that Sponsor may modify the order of completion as Sponsor deems necessary in its sole discretion. Sponsor will have no liability to any Purchaser, nor will a Purchaser be entitled to any credit, offset or reduction in the Purchase Price for the Unit if the First Closing occurs earlier or later than the projected date, or the time to complete or to close title to any Unit is delayed or postponed by Sponsor. The unavailability at Closing of Storage Bins and/or Parking Spaces shall not give rise to any rescission rights to any Purchaser.

6. In the event the actual or anticipated commencement date of the first year of condominium operation set forth in Schedule B is to be delayed by 6 months or more, Sponsor will amend the Plan to include a revised budget with updated projections. If the Common Charges in the amended budget exceed those in the latest projected budget set forth in the Plan by 25% or more, Sponsor will, in the amendment disclosing such updated budget, offer all Purchasers the right, for 15 days, to rescind their Option Agreements and receive a refund of their Premium Payments, together with any interest earned thereon (provided, however, that after the Plan has been declared effective and the amendment disclosing the same has been accepted by the Department of Law, a Purchaser who is in default under the Option Agreement beyond the expiration of any applicable grace period will not have the right to rescind).

7. Sponsor is obligated to bear all costs and expenses incurred in connection with completing construction of the Buildings substantially in accordance with the Plans and Specifications. During the course of construction, Sponsor reserves the right, in its sole and absolute discretion, without prior notice to Purchasers or amendment to the Plan to (i) amend from time to time the Plans and Specifications (including changes in layouts and designs) in

accordance with the Section of the Plan entitled "Changes in Prices and Units"; and/or (ii) substitute materials, appliances, equipment and fixtures that are of substantially equal or better quality in place of those described in the Plan and the Plans and Specifications.

8. At the First Closing, Sponsor will deliver, assign, or otherwise grant to the Condominium Board, on behalf of all Unit Owners, the right to proceed under any assignable warranties and other undertakings received by Sponsor from contractors, suppliers, or others in connection with the construction and equipping of the Buildings, except that assignable warranties and undertakings received by Sponsor which relate to appliances, equipment or fixtures located in any Unit (other than HVAC warranties) shall be assigned to the Purchaser on the Closing Date, including the warranties and undertakings received by Sponsor which relate to appliances, equipment, or fixtures located in the Units and the Common Elements. Sponsor makes no representation as to which, if any, of the warranties and other undertakings will continue to remain in force upon the Closing of any particular Unit. Sponsor shall have no liability or responsibility in the event a warrantor is unable, unwilling or for any reason, fails to perform under its warranty.

9. Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a final permanent certificate of occupancy ("FCO") covering the entire Condominium but with only a temporary certificate of occupancy ("TCO"), and sometimes with several successive TCOs. Certificates of occupancy are generally governed by Section 301 of the New York Multiple Dwelling Law and local building codes and rules. Both TCOs and FCOs are issued by the Buildings Department. A TCO is intended to indicate that the property is safe for occupancy, but means that not all of the construction work and/or inspections have been performed, or that not all of the required documents have been submitted to the New York City Department of Buildings ("DOB"). All TCOs have an expiration date. A TCO typically expires 90 days after the date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, finance, or sell units. In New York City, it is common for sponsors to commence unit closings when some or all units are covered by a TCO rather than a FCO. Sponsor anticipates this scenario will occur. Sponsor will undertake the responsibility for extending each TCO received prior to expiration thereof, and ultimately for obtaining a FCO covering the entire building, subject, however, to (i) Force Majeure, (ii) actions by Unit Owners or tenants of Unit Owners, (iii) work undertaken in a Unit by a Unit Owner, except in instances where Sponsor or Sponsor-controlled Condominium Board have given their consent to a Unit Owner to perform alterations in such Unit Owner's Unit, (iv) work undertaken in Common Elements by the Condominium after Sponsor no longer controls the Condominium Board or (v) any other cause over which Sponsor has no control. Sponsor make no representation or guarantee that the Buildings Department will issue the FCO by any specific date. Notwithstanding the foregoing, Sponsor is obligated to procure the FCO for the entire building, and shall exercise commercially reasonable efforts to obtain the FCO while keeping the TCO current. Unit Owners and the Condominium Board shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings. Sponsor shall not be responsible for any costs or liabilities suffered by Unit Owners on account of delays in obtaining the FCO due to causes (i)-(v) listed above. Furthermore, because Sponsor and the By-laws of the Condominium may permit Unit Owners to undertake renovations to individual Units prior to the procurement of a FCO, such renovations may cause additional delays in the issuance thereof. Notwithstanding the foregoing, the Condominium Board and/or Sponsor may refuse to permit a Residential Unit Owner to perform alterations to a Residential Unit until such time as the Condominium has been completed and a FCO has been obtained. Purchasers are advised to visit the DOB website for further recommendations when purchasing a Unit in a building that does not

have a FCO. A Factsheet on Certificates of Occupancy is currently available on the DOB website at: http://www.nyc.gov/html /dob/downloads/pdf/co_factsheet.pdf.

10. If Sponsor fails to obtain a FCO for the Condominium prior to the First Closing, Sponsor will be obligated to: (i) direct the Escrow Agent to hold and maintain those monies received pursuant to all Option Agreements (see the Section of the Plan entitled "Escrow and Trust Fund Requirements") which would otherwise be payable to Sponsor in the special trust account required by the General Business Law of the State of New York, Sections 352-e(2)(b) and 352(h), provided, however, that if Sponsor's Architect certifies that a lesser amount than the amount held in the special trust account is reasonably necessary to complete the work needed to obtain a FCO, then the amount exceeding the sum so certified by the Sponsor's Architect shall be released from the special escrow account to Sponsor; or (ii) Sponsor shall deposit with Escrow Agent cash or an unconditioned, irrevocable letter of credit or post a surety bond in an amount Sponsor's Architect, from time to time, certifies is reasonably necessary to complete the work needed to obtain the FCO.

11. Construction is a complicated process requiring the coordination of numerous tasks, contractors and suppliers and the balancing of complex mechanical and architectural systems. No assurance can be given with regard to the accuracy of any projected completion dates set forth herein. It is anticipated that during the first 5 years of Condominium operation, construction workers and related personnel will be at the Condominium from time to time, completing construction of the Condominium, making adjustments and corrections and performing various tasks relating to the completion of construction. A Purchaser who closes title to his or her Unit during the completion of construction of Common Elements or other Units acknowledges that construction noise, vibration, fumes, odors, dust, debris and other temporary interruption of services may affect Purchaser's enjoyment of the Unit during such period. With regard to the foregoing, in executing an Option Agreement, Purchaser acknowledges that Sponsor shall not be liable to Purchaser whatsoever or any third party in the event of non-completion of any item of construction on any projected date, or any interruption of services in the Condominium. During this 5 year period, various building systems, including but not limited to water supply, air conditioning, heating, cooling, ventilating and elevators, may require substantial time after any Closing to complete and may need to be shut down temporarily. Various other adjustments to windows and elevators and other systems may require substantial time to be completed after the First Closing. Each building will contain certain major mechanical equipment, which may include, but not be limited to, fans, pumps, generators, domestic water tanks and chillers. While Sponsor is endeavoring to reduce excessive noise and vibration emanating from the aforementioned equipment, it is impossible to eliminate it entirely and therefore, Unit Owners, (particularly those in Units neighboring or adjacent to any such equipment) may be affected. Furthermore, Sponsor makes no representation or warranty (express or implied) that any noise, odors, fumes or vibrations, if any, emanating from mechanical equipment belonging to the Condominium or the Non-Residential Units will not disturb occupants of the Residential Units, and Sponsor shall have no liability whatsoever for any such disturbance to any Unit Owner or occupant.

12. Sponsor has no obligation to repair or improve the Units, the Condominium, the Common Elements or the Facilities used in connection with the operation of the Condominium except as otherwise expressly provided in the Plan. Sponsor agrees to complete construction and to cause all mechanic's liens with respect to the construction of the Condominium to be promptly discharged or bonded or to deliver any and all requested documents to the title company necessary to insure title to the Unit (at no additional cost to Purchaser), if such mechanics lien creates a defect in title (all subject to Sponsor's rights to abandon the Plan). Each Residential

Unit and the fixtures and personal property contained therein, are being sold and delivered "AS IS," as described in the Plan, at the time of transfer of title to such Unit unless Sponsor and the Purchaser otherwise agree in writing. With respect to Residential Units, upon receipt of the Initial Closing Notice, Purchaser shall arrange an appointment with a representative of Sponsor to inspect the Residential Unit within 7 days prior to the Closing Date and shall execute at such time an Inspection Statement acknowledging the Purchaser's acceptance of the Residential Unit in good condition and in accordance with the terms of the Plan. However, if Purchaser finds that Sponsor's improvements as described in the Plan or in the Option Agreement or other writing duly executed and delivered by Sponsor, have not been fully completed, although such improvements have been substantially completed, then Sponsor or its designated representative and Purchaser will at the time of such execution agree upon and set forth in the Inspection Statement a list of the incomplete work to be completed by Sponsor following the Closing without provision for escrow. Sponsor's obligation thereunder shall survive delivery of the deed to the Purchaser. The failure of Sponsor to complete such work shall not be grounds for Purchaser to delay the Closing or to unilaterally refuse to pay the full Exercise Price at Closing. Purchasers shall be obligated to provide Sponsor and its contractors, subcontractors, agents and employees, unfettered access to the Unit and any Limited Residential Common Elements appurtenant thereto after Closing in order to complete the work on the Inspection Statement, failing which Sponsor shall be relieved of its obligations to complete the work set forth on the Inspection Statement. Notwithstanding anything set forth in this paragraph, at such time as a TCO for the Unit is issued, Purchaser shall be obligated to close title to the Unit and pay the balance of the Purchase Price at Closing.

13. Warranties for Units Other than Townhouse Units. Except with respect to the Townhouse Units, as described in Section 14 below, Article 36-B of the New York General Business Law ("Housing Merchant Implied Warranty Law") does not apply to this offering as each building within the Condominium (other than the Townhouse Units) is more than 5 stories in height. Sponsor makes no other warranties, express or implied, in connection with this offering of the Units and all such warranties are excluded, except as provided in the limited warranty ("Limited Warranty") set forth in this Section 13. Sponsor is not making any express or implied warranties of fitness for a particular purpose, merchantability or habitability. There is no warranty as to sound transmission. There is no warranty as to odors. 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 such warranties. Sponsor's obligations are limited to the Limited Warranty and the Townhouse Limited Warranty in Section 14 and in no event will Sponsor be liable for incidental or consequential damages, including, but not limited to, damages in the nature of alternative housing, lost rent, or damage to personal property or installations claimed by the Unit Owner, nor shall Purchaser have any suit, claim, cause of action or demand (whether based on negligence, breach of contract, warranty, or otherwise). In the event of any conflict between the foregoing disclaimers and Sponsor's obligations to construct the Condominium in accordance with all applicable codes and filed building plans and specifications as well as the provisions of the Plan, Sponsor's obligations to construct the Condominium in accordance with all applicable codes and filed building plans and specifications as well as the provisions of the Plan will control. Any warranty provided by Sponsor pursuant to this Section 13 is a limited warranty and the sole warranty made by Sponsor - there are no warranties which extend beyond the face hereof. **TIME SHALL BE OF THE ESSENCE WITH RESPECT TO ALL OF THE TIME PERIODS SET FORTH IN THIS SECTION 13**.

Sponsor will correct, repair, or replace any and all defects relating to construction of the Buildings, Common Elements or the Units or in the installation or operation of any appliances, fixtures, or equipment therein, or will cause the same to be corrected, repaired, or replaced, but only if:

(a) such defects are due to substantially improper workmanship or construction practices or the use of materials that are substantially and materially at variance with the Plans and Specifications for the same;

(b) Sponsor is notified by the Condominium Board or the affected Unit Owner, as the case may be, of the same in accordance with the following, which notice shall be by certified mail, return receipt requested:

(i) with respect to any latent defect (that is, a defect that is not visually or audibly ascertainable) in the construction of a Unit, within one (1) year of the earlier to occur of (x) the Closing of Title to the Unit or (y) the commencement date of any agreement by which a Purchaser is permitted to occupy the Unit prior to Closing;

(ii) with respect to any patent defect in the construction of a Unit within six months of the earlier to occur of (x) the Closing of Title to the Unit or (y) the commencement date of any agreement by which a Purchaser is permitted to occupy the Unit prior to Closing, provided, in each instance such patent defect is not caused by the Unit Owner or other occupant of the Unit;

(iii) with respect to any defects (patent or latent) in the construction of the Common Elements, within one (1) year from the date of substantial completion of the portion of the Common Elements claimed to be defective. The issuance of a certification from Sponsor's registered architect or licensed engineer shall be presumptive evidence that the construction of the Common Elements has been substantially completed.

(c) The method of correcting any defect will be selected by Sponsor in its sole discretion. The quality of construction as to any such correction will be comparable to local standards customary in the particular trade or trades involved and will be in accordance with the Plans and Specifications. Sponsor will be conclusively considered to have discharged any obligation that it may have with respect to any defects, whether patent or latent, if:

(i) Sponsor is not notified of the existence of such defect, in the manner and within the appropriate time period specified above;

(ii) The Condominium Board and/or the Unit Owner fails to allow prompt access to the Unit in question by Sponsor or Sponsor's contractors or other representatives;

(iii) Sponsor has corrected, or caused the correction of, the defect in accordance with local standards customary in the industry, as determined by Sponsor's general contractor, architect, or engineer, in their sole judgment; or.

(iv) Purchaser, through any act or omission, obstructs, delays, prevents or hinders Sponsor from gaining access to the Unit to repair a defect or replace a defective item.

This Limited Warranty is only available to the first Purchaser of the Unit and Sponsor shall have no liability to any subsequent owner with respect to any claimed defects relating to the construction of the

Units, the Common Elements or the Building. Any repair or correction performed by Sponsor shall not serve to reset the time period applicable to the Limited Warranty.

An action for damages or other relief based upon an alleged breach of this Limited Warranty may only be commenced if the Sponsor was timely notified as required by Section 13(b) above, and must be commenced, if at all, prior to the earlier of ninety (90) days after the expiration of the applicable warranty period set forth in Section 13(b) above, or sixty (60) days after the Sponsor has given written notice of rejection of claim or completion of corrective action, **TIME BEING OF THE ESSENCE**. **FAILURE TO COMMENCE AN ACTION FOR AN ALLEGED BREACH OF THE LIMITED WARRANTY WITHIN THE APPLICABLE TIME PERIOD WILL CONSTITUTE A WAIVER OF ALL CLAIMS WITH RESPECT TO ANY ALLEGED BREACH FOR WHICH THE APPLICABLE TIME PERIOD HAS EXPIRED.** The making of repairs by Sponsor shall not have the effect of extending the time period within which an action must be commenced.

(d) Notwithstanding the foregoing, Sponsor is obligated to construct the Condominium in accordance with the terms of the Plan and in compliance with Law.

14. Warranties for Townhouse Units. Notwithstanding the above provisions of Section 13 and Section 15 below, with respect to the Townhouse Units only, Sponsor shall offer the limited warranty annexed as Exhibit E to the Option Agreement (the "Townhouse Limited Warranty") in lieu of the Housing Merchant Implied Warranty set forth in the Housing Merchant Implied Warranty Law. There is no warranty as to sound transmission. There is no warranty as to odors. 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 such warranties.

The following are some of the terms of the Townhouse Limited Warranty:

(a) The Sponsor's limit of total liability is ten (10%) percent of the Purchase Price of the Unit;

(b) The warranty applies only to original Purchaser(s);

(c) The warranty being provided by the Sponsor is a limited warranty and limits those implied warranties on the sale of a home which would otherwise apply;

(d) The warranty period begins upon the earlier of either (i) the date that a Purchaser takes title to a Unit with the intention that such Purchaser or a member of Purchaser's family will occupy the Unit as a residence or (ii) the date that any person occupies the Unit for residential use;

(e) For one (1) year from the warranty date the Unit will be free from latent defects that constitute (i) defective workmanship performed by or on behalf of Sponsor; (ii) defective materials provided by or on behalf of Sponsor; (iii) defective design, provided by an architect, landscape architect, engineer, surveyor or other design professionals engaged solely by or on behalf of Sponsor; or (iv) defective installation of appliances sold as part of the Unit by or on behalf of Sponsor;

(f) For two (2) years from the warranty date, the plumbing, electrical, heating, cooling and ventilation systems within the Unit ( as specifically described in the Townhouse Limited Warranty attached to the Option Agreement as Schedule E) which have been installed by or on behalf of Sponsor are warranted to be free from latent defects resulting from defective installation;

(g) For six (6) years from the warranty date the Unit will be free from latent Major Structural Defects (as specifically described in the Townhouse Limited Warranty attached to the Option

Agreement as Schedule E) that constitute (i) defective workmanship performed by or on behalf of Sponsor; (ii) defective materials provided by or on behalf of Sponsor; or (iii) defective design, provided by an architect, landscape architect, engineer, surveyor, or other design professionals engaged solely by or on behalf of Sponsor.

There are various exclusions from the warranties described above which are set forth in the Townhouse Limited Warranty; and there are strict time periods for bringing a claim under the Townhouse Limited Warranty and **TIME SHALL BE OF THE ESSENCE WITH RESPECT TO SUCH TIME PERIODS**. The foregoing is only a summary of some of the basic terms of the Townhouse Limited Warranty, Purchasers are advised to carefully review the provisions of the Townhouse Limited Warranty set forth as Exhibit E to the Option Agreement set forth as Exhibit 3 of Part II of this Plan.

15. Limitations on Sponsor's Obligations for All Units. The following limitations on Sponsor's obligations shall apply to all Units (including, but not limited to, the Townhouse Units), as well as any claims of any nature regarding construction. Sponsor will not be obligated to correct, and will not be liable to the Condominium or any Unit Owner at any time as a result of any defects in construction, or in the installation or operation of any mechanical equipment, appliances, other equipment, finishes, materials or fixtures (including appliances and bathroom fixtures) or any other condition:

(a) with respect to which assignable warranties or other undertakings (however denoted) from manufacturers, contractors, material persons, or others which are assigned to the Condominium Board and/or any Unit Owner;

(b) resulting from normal wear and tear, natural deterioration, normal settling (including, without limitation, cracks in crown molding, minor gapping in flooring, uneven ceilings or floors, and floor buckling), deflection, expansion, or shifting of the Building;

(c) resulting from Unit Owner's and/or the Condominium Board's, as the case may be, (i) failure to maintain such appliances, equipments, finishes, materials, or fixtures in accordance with manufacturer's guidelines and specifications and (ii) renovations and/or alterations to a Unit or its appurtenant Limited Residential Common Elements;

(d) that are not of a material nature, including, without limitation, the following:

(i) death of trees or landscape improvements, cracks in roof ballast, or concrete cracks that do not impair the structural soundness of the Buildings, including cracks or discoloration in concrete walls and paving, salting, leaching or color variation in colored mortar, tiles or pavers, and brick, dimensional variations in brick joints, mortar droppings on bricks, ponding, and/or controlled drainage on roof and terrace surfaces, terrace tiles or pavers not laid flat, stained tiles or color variations in tiles or pavers, and cracks in pressure treated wood used, or intended for use, outside the Buildings;

(ii) protruding dry wall fastenings, nail pops, ridging on gypsum board, slight variations in gypsum board taping visible only under certain lighting conditions, walls not square, lumber shrinkage, painting defects, electrical plates not straight, slight separation between base and floor, variations in floor and ceiling levels, carpet or floor discoloring or stretching, variations in width, length, thickness, finish, or color range of wood floors, ceiling imperfections, and stains, runs, lumps, shags, or imperfections in weave in fabric panels;

(iii) door or window sticking due to weather, door warpage (including warpage of the main entrance door or Terrace door to a Unit within reasonable tolerances of doors of similar size, weight and quality), adjustment of bi-fold doors, and air and water infiltration from windows or Terrace doors in excess of industry standards;

(iv) variations in tone, texture, or color of interior and exterior natural stone (including the limestone used on the exterior façade of the Building) or variations in tone or color of vanity tops or other natural stone surfaces, slight scratches in plastic laminate, glass, metal, vitreous china, natural stone, wood, stainless steel, or porcelain surfaces, discoloration to hardware and plumbing finishes, cracked bath tile grouting, variation in grouting thickness, and misalignment of bathroom finishes; Notwithstanding the foregoing, Sponsor will be obligated to repair abnormal scratches in plastic laminate, vitreous china, natural stone, wood, porcelain and metallic surfaces by filing or refinishing the same not caused by the use of the Units by Unit Owners, but Sponsor will not be obligated to replace any such surfaces. Additionally, during the course of construction concrete cracks and/or chips of a material nature on the exterior façade of the Buildings may be repaired by Sponsor by field patching;

(v) variations in wood floor stains and finishes, if performed by Sponsor, caused by normal foot traffic during construction and sales periods;

(vi) noise, vibrations or odors from normal plumbing, heating, air-conditioning, ventilating, mechanical equipment and elevator operation, and floor noises and creaking;

(vii) repair of chips, scratches, mars, breaks, dents, cracks, and other defects in any windows and window sashes, sliding glass doors, shower doors, louvers, insulation attached to the curtain wall, electrical fixtures and globes, painted surfaces, sinks, tubs, basins, water closets, kitchen cabinets, backsplashes, and countertops, vanity tops and cabinets, tile or natural stone floors and walls, saddles, appliances, woodwork, millwork, doors, mirrors, and hardware;

(viii) normal wear, including chips, to passenger elevator cabs, cab doors, elevator door frames, cab panels, Unit doors and Unit door frames;

(ix) pertaining to television, radio, internet or other telecommunication reception;

(x) any condition resulting from abuse, modifications not performed by Sponsor or its contractors, improper or insufficient maintenance, improper operation, normal wear and tear or natural deterioration or from the normal settling or shifting of the Buildings;

(xi) variations in floor levels;

(xii) painting defects;

(xiii) alignment of bathroom finishes;

(xiv) air infiltration from windows;

(xv) variations in width, length or tone or cupping of wood flooring, or any warpage or cupping of any wood flooring, including but not limited to any of the wood flooring installed in kitchens of the units,

(xvi) variation in shading of marble; and

(xvii) subsequent to the unit closing, paint touch-ups, repairs of dented appliances, or replacement of fluorescent light ballasts.

Notwithstanding the foregoing, Sponsor shall have no obligation to correct any defect:

(e) resulting from any damage to the extent that it is caused or made worse by:

(i) Improper use, improper care, negligence, improper maintenance, or improper operation by anyone other than the Sponsor, its employees, agents, and those engaged by Sponsor;

(ii) failure of the Unit Owner and/or the Condominium Board, as the case may be, to give notice to the Sponsor of any defects or damage promptly upon manifestation of any condition giving rise to such defects or damage;

(iii) changes in the grading of the ground by anyone other than the Sponsor, its employees, agents, and those engaged by Sponsor;

(iv) changes, alterations or additions made to the Unit by anyone after the Closing Date; or

(v) dampness or condensation due to failure of the Purchaser or occupant to maintain adequate ventilation.

(f) Loss or damage caused by workmanship performed by any person other than (i) the Sponsor, (ii) an agent of the Sponsor, or (iii) and those engaged by Sponsor.

(g) Loss or damage caused by defective materials supplied by any person other than (i) the Sponsor, (ii) an agent of the Sponsor, or (iii) and those engaged by Sponsor.

(h) Loss or damage caused by defective design provided by any person other than a design professional retained exclusively by the Sponsor.

(i) Patent defects including defects shown on the Inspection Statement and defects which an examination of the Unit prior to acceptance of the deed or occupancy of the Unit ought to have revealed.

(j) Defects in driveways; walkways; patios; boundary walls; retaining walls; bulkheads; fences; landscaping (including sodding, seeding, shrubs, trees and plantings); off-site improvements or any other improvements not a part of the Unit itself.

(k) Any condition which does not result in actual physical damage to the Unit.

(l) Loss or damage caused by or resulting from accidents, riot and civil commotion, war, terrorist activities, fire, explosion, smoke, water escape, falling objects, aircraft, vehicles, Acts of God, lightning, windstorm, hail, flood, mudslide, earthquake, volcanic eruption, wind-driven water, soil movement and/or changes in the underground water table.

(m) Loss or damage caused by seepage of water unless such loss or damage is the direct result of a construction defect.

(n) Any damage which the Unit Owner and/or the Condominium Board, as the case may be, has not taken timely action to minimize.

(o) Normal wear and tear and normal deterioration.

(p) Insect damage.

(q) Bodily injury or damage to personal property.

(r) Loss or damage which arises while the Unit is being used primarily for Non-Residential purposes.

(s) Loss or damage due to abnormal loading on floors by the Purchaser which exceeds design loads as mandated by the Building Code.

(t) Defects in any work or materials ordered directly by Purchaser from anyone other than Sponsor. and for incidental or consequential damages resulting from such work or materials;

In no event shall the presence of any equipment, cabinetry, fixtures or furniture ("FFE") that may exist in any model unit imply or represent that any Unit will contain such FFE upon delivery of such Unit to Unit Owner. Unit Owners should refer to the Description of Property and Improvements set forth in the Plan for a description of the FFE that will be delivered with the Unit, and any discrepancies between a model unit and the actual Unit as delivered shall be resolved in favor of the Description of Property and Improvements set forth in the Plan.

THE ITEMS AND CONDITIONS DESCRIBED IN (d) ABOVE ARE NOT DEFECTS AND MAY BE FOUND IN ANY NEWLY CONSTRUCTED OR RENOVATED CONDOMINIUM. PURCHASERS WHO PURCHASE A UNIT IN THE CONDOMINIUM OR IN ANY OTHER NEWLY CONSTRUCTED BUILDING MAY EXPERIENCE SOME OR ALL OF THESE ITEMS AND CONDITIONS IN THEIR UNITS OR THE COMMON ELEMENTS. SPONSOR HAS NO OBLIGATION TO CORRECT OR REPAIR ANY OF SUCH ITEMS AND CONDITIONS AND SHALL NOT BE LIABLE TO ANY PURCHASER OR THE CONDOMINIUM BOARD THEREFOR. IF PURCHASER OR THE CONDOMINIUM BOARD DESIRES TO CORRECT OR REPAIR ANY SUCH ITEMS OR CONDITIONS, TO THE EXTENT THEY CAN BE CORRECTED OR REPAIRED, THE PURCHASER OR THE CONDOMINIUM BOARD WILL HAVE TO PROCEED AT ITS SOLE COST AND EXPENSE AND/OR UTILIZE ANY WARRANTIES OR UNDERTAKINGS ASSIGNED TO IT BY SPONSOR.

16. LIMITATION ON DAMAGES. NOTHING CONTAINED IN THIS PLAN WILL BE CONSTRUED SO AS TO RENDER SPONSOR LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES IN THE NATURE OF ALTERNATIVE HOUSING, LOST RENT, PERSONAL PROPERTY OR INSTALLATIONS CLAIMED BY THE UNIT OWNER (WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE OR OTHERWISE), ALL OF WHICH ARE EXCLUDED FROM THE COVERAGE OF THIS PARAGRAPH TO THE MAXIMUM EXTENT PERMISSIBLE, IT BEING INTENDED THAT SPONSOR'S SOLE OBLIGATION UNDER THE PLAN WILL BE TO REPAIR OR REPLACE ANY DEFECTIVE ITEM OF CONSTRUCTION UPON, AND SUBJECT TO, THE TERMS AND CONDITIONS SET FORTH ABOVE. ADDITIONALLY, EXCEPT AS EXPRESSLY SET FORTH ABOVE, SPONSOR WILL HAVE NO OBLIGATION TO CORRECT OR REPAIR ANY DEFECTIVE

OR OTHER CONDITIONS IN THE BUILDINGS (INCLUDING IN THE UNSOLD RESIDENTIAL UNITS AND THE COMMON ELEMENTS) OR IN, OR WITH RESPECT TO, ITS INSTALLATIONS, APPARATUSES, FIXTURES, FINISHES, MATERIALS, AND APPURTENANCES. ASIDE FROM ANY SPONSOR WARRANTIES AND UNDERTAKINGS WITH RESPECT TO THE CONSTRUCTION AND COMPLETION OF THE BUILDINGS CONTAINED IN SECTIONS 14 AND 15 ABOVE, NO OTHER WARRANTIES OR UNDERTAKINGS SHALL BE IMPLIED. HOWEVER, NO SUCH DISCLAIMER OR LIMITATION OF LIABILITY ON SPONSOR'S PART SHALL APPLY TO SPONSOR'S OBLIGATIONS UNDER ALL APPLICABLE STATUTES, LAWS AND REGULATIONS.

17. DISCLAIMER OF WARRANTIES. EXCEPT FOR THOSE WARRANTIES OR GUARANTEES PROVIDED TO SPONSOR BY CONTRACTORS, MANUFACTURERS OR SUPPLIERS, WHICH SPONSOR WILL ASSIGN TO THE CONDOMINIUM BOARD AND/OR UNIT OWNERS, AS NECESSARY, SPONSOR DOES NOT MAKE ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE CONSTRUCTION OF THE UNITS AND THE COMMON ELEMENTS AND WITH RESPECT TO THE PERSONAL PROPERTY LOCATED WITHIN THE UNITS, THE COMMON ELEMENTS, AND THE UNIT OWNERS ASSUME ALL RISK AND LIABILITY FROM THE USE OF THIS PROPERTY.

18. Prior to or at the Closing of Title for each Unit, Sponsor will cause such Unit and its Common Interest, benefits, rights and easements as described in the Declaration and By-laws to be released from the lien of any mortgages or security agreements encumbering the Unit (other than any mortgage or security agreements obtained by Purchaser).

19. Sponsor will bear all costs and expenses incurred by it in connection with the preparation of the Plan and all selling expenses and compensation payable to sales or other personnel of Sponsor.

20. Sponsor will pay or cause to be paid all contractors, subcontractors and materialpersons and all others involved in the construction and equipping of the Condominium in accordance with the New York Lien Law, for work performed and fixtures, material and equipment supplied or installed during Sponsor's construction thereof and will cause any and all mechanics' liens arising out of such construction and equipping, if any, to be discharged by bonding, or otherwise, promptly after the filing of any such liens, unless the Title Company is willing to insure title over such liens at no additional cost to Purchaser.

21. No Closing of a Unit will occur prior to the issuance of a TCO for the particular Unit, unless such Unit is being sold as a "raw space" Unit in accordance with the terms of this Plan, or is a Non-Residential Unit. In such instance, the Purchaser of such "raw space" Unit, shall not be permitted to occupy such Residential Unit until such time as a TCO has been issued for such Residential Unit. Purchasers of such "raw space" Unit will be obligated to procure the TCO and comply with the provisions of the Bylaws prior to commencing any build-out of such "raw space" Unit, in particular Section 5.2, entitled "Alterations, Additions, Improvements, or Repairs in and to Units".

22. Sponsor shall be obligated to defend any suits or proceedings arising out of Sponsor's acts or omissions and shall be obligated to indemnify the Condominium Board and Unit Owners against any such action or proceeding.

23. Following the issuance of a FCO for the Condominium, Sponsor will deliver to the Condominium Board copies of all of the mechanical, electrical and plumbing drawings for the Building.

24. In accordance with Section 339-p of the Condominium Act, a registered architect or licensed professional engineer shall certify within reasonable tolerances that the Floor Plans are an accurate copy of portions of the Plans and Specifications of the Condominium as filed with and approved by the municipal or other governmental authority having jurisdiction over the issuance of permits for the construction of the Building and, in addition, such architect or professional engineer shall make periodic inspections at various stages of construction to determine that the Condominium is built in accordance with the Plans and Specifications.

25. Sponsor will pay all Common Charges (once Common Charges have been assessed by the Condominium Board), special assessments and real estate taxes allocated to any Unsold Units in accordance with the provisions of the By-laws. Sponsor expects to have the financial resources to meet the aforesaid obligations and to fund same from income from projected sales, the rental or leasing of Unsold Units and Sponsor's other financial resources. The ability of Sponsor to perform its obligations under the Plan will partly depend upon its financial condition at the time it is called upon to perform. No bond or other security will be posted by Sponsor with respect to this obligation.

26. Sponsor will initially procure on behalf of the Condominium Board the insurance relating to the Condominium which is required to be maintained by the Condominium Board in accordance with the provisions of the By-laws, the types and cost of which insurance has been reflected in the First Year's Budget.

27. Pursuant to the provisions of Section 352-e of the New York General Business Law, copies of the Plan and all exhibits or documents referred to herein shall be available for inspection, by prospective Purchasers and by any person who shall have purchased a Unit offered by the Plan or shall have participated in the offering of such Unit, at Sponsor's office and shall remain available for such inspection for a period of 6 years from the date of the recording of the Declaration. In addition, a set of Floor Plans showing the layout, location and approximate dimensions of each Unit and its Unit number designation and tax lot number, certified by the appropriate governmental authority of The City of New York as conforming to the official tax lot number for each such Unit, will be filed in the Register's Office when the Declaration is recorded, and an additional set will be furnished to the Condominium Board.

28. Sponsor will deliver to the Condominium Board copies of all books of account and records pertaining to the Building's operation which are in Sponsor's possession.

29. In the event of the dissolution or liquidation of Sponsor or the transfer by Sponsor of 10 or more Residential Units or 20% or more of the total number of Residential Units in the Condominium, whichever is less, to a single Purchaser, the principals of Sponsor will provide financially responsible entities or individuals who will assume the status and all obligations of Sponsor for those Residential Units under the Plan and Laws.

30. 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 Purchaser takes possession of the Unit, at which time such risk of loss not covered by insurance shall be 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 Option Agreement, provided Sponsor elects (which election shall be in its sole discretion) to repair or restore the Unit, the Option 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 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 the rights of the Condominium Board and other Unit Owners, belong entirely to Sponsor. In the event of damage or destruction to any Unit by fire or other casualty prior to the Closing, but subsequent to the signing of an Option 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 the Condominium Board/Summary of By-laws"), the Option Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return the Premium Payment, together with any interest earned thereon, to Purchaser, whereupon Sponsor and Purchaser shall be released and discharged from all obligations and liability under the Option Agreement and the Plan; provided, however, if Purchaser is then in default under the Option Agreement (beyond any applicable grace period), Sponsor shall retain all such sums as and for liquidated damages.

31. Sponsor and its contractors, subcontractors, agents and employees will have a right of access to each Unit and to all of the Common Elements for the purpose of fulfilling Sponsor's obligations under the Plan and performing certain alterations and repairs in or about the Units and the Common Elements. Sponsor will use reasonable efforts in order to exercise such access in such a manner as will not unreasonably interfere with the use of any Unit for its permitted purposes. If reasonable care under the circumstances is exercised to safeguard the Unit Owner's property, such entry shall not render Sponsor or its authorized agents liable for any damage to the Unit or to the personal property or fixtures contained therein.

32. Sponsor intends, in good faith, to sell rather than rent Units. However, under this Plan, Sponsor has reserved the unconditional right to rent Units rather than sell Units. Because Sponsor is not limiting the conditions under which it will rent rather than sell Units, Sponsor is not committed to sell more units than the 15% necessary to declare the Plan effective and, therefore, owner-occupants may never gain effective control and management of the Condominium.

33. Sponsor intends to offer Unsold Residential Units for sale both to Purchasers for personal occupancy as well as to those who are purchasing for investment or resale. Purchasers for investment or resale may, in turn, rent such Units and accordingly, such Units will not be used for the personal occupancy of the owner thereof. As a result, some and possibly many Units may be occupied by renters instead of Unit Owners. Since the Condominium Board does not have the right to approve or disapprove potential purchasers of Units, the Condominium Board is unable to limit the number of purchasers who purchase Units for investment or resale rather than for personal occupancy and there may always be a substantial percentage of Unit Owners who are not occupants. It is possible that those Unit Owners who occupy their Units may have different interests than those Unit Owners who purchased such Units as an investment.

34. All representations under the Plan, all obligations pursuant to the General Business Law Section 352-e, and such additional obligations under the Plan which are to be performed subsequent to the Closing Date shall survive delivery of the deed.

Obligations of Sponsor under the Plan with respect to the Condominium shall be enforceable by the Condominium Board on behalf of all Unit Owners. Obligations of Sponsor shall be enforceable by individual Unit Owners if either (i) the Condominium Board fails to take reasonable action to enforce such obligations within 120 days following the giving of notice of such claim by any Unit Owner to the Condominium Board or (ii) the applicable statute of limitations with respect to any claim by a Unit Owner which would otherwise be enforceable by the Condominium Board will expire during the aforesaid 120-day period.

Obligations of Sponsor under the Plan shall inure solely to the benefit of Purchasers of Units directly from Sponsor and shall not inure to the benefit of any Purchaser or tenant upon the resale, assignment or subletting of a Unit.

Except as set forth above or as required by Law, Sponsor has not furnished any bond or other security for the performance of the obligations of Sponsor under the Plan. The ability of Sponsor to perform its obligations hereunder will partly depend upon its financial condition at the time it is called upon to perform. No representation can be made that it will be financially able to perform any or all of such obligations. Unless expressly provided to the contrary herein, the obligations of Sponsor under the Plan shall survive the delivery of the respective deeds to the Units to Purchasers.

In the event Sponsor is unable to perform its material obligations under the Plan, all sales will cease, Sponsor will promptly submit an amendment to the Plan setting forth its inability to perform such material obligations under the Plan, and will offer all Purchasers the right to rescind their Option Agreements within 15 days after the Presentation Date of the amendment. Any Purchaser electing rescission pursuant to the offer will have their Premium Payment and any interest accrued thereon returned, except for funds expended by, or reimbursed to, Sponsor for upgrades or extras.

The foregoing sets forth the entire obligations of Sponsor hereunder and no others shall be implied, except that nothing contained herein shall be deemed to limit the rights of Unit Owners under their respective Option Agreements. Sponsor makes no representations or warranties other than as set forth in the Plan.

The terms of the Plan will govern in the event of a conflict between the Plan and any other document or advertisement used in connection with the Plan.

**Use of Unsold Units**

Sponsor reserves the right, without prior notice or amendment to the Plan, to use any Unsold Units as sales, rental offices and model units and in any other manner in compliance with Law. In the event Sponsor thereafter elects to sell any such Unsold Unit, Sponsor may require Purchaser to purchase all or any of the furniture, furnishings, finishes, equipment or decorations (including wall coverings and carpeting) ("FFE") therein and pay, in addition to the purchase price for the Unit, such amounts as Sponsor may determine.

**Sales Center/Model Units**

In no event shall the presence of any FFE in any model unit imply or represent that any Residential Unit will contain such FFE upon delivery of the Unit to Purchaser. The presence of FFE in

such Unsold Residential Unit, Sales Center or model unit and the location, size and quantity of such FFE therein are only illustrative and will not be installed by Sponsor in any Residential Unit. The layout, size and dimensions of the model rooms located in the Sales Center or model unit are only illustrative of the style and feel of the Residential Units in the Building and may not correspond to the exact layout, size or dimensions of any particular Residential Unit. Reference should be made to the Description of Property and Improvements.

**Sponsor's Easement Rights**

Sponsor shall have an easement in, over, under, through and upon the General Common Elements and Residential Common Elements (including, but not limited to, residential lobbies, hallways and corridors), to use the same, without being subject to any fee or charge, for all purposes and activities in connection with the sale or renting of Unsold Units, provided the same is in accordance with Law. Sponsor has further reserved the right to (a) enter into any Unit (upon reasonable notice) at any time to access Common Elements for any purposes, including, but not limited to, accommodating work by other Unit Owners or prospective Unit Owners, and (b) enter into any Unit (upon reasonable notice) and/or access any Common Element to perform work both prior to and following a Closing under an Option Agreement to the extent Sponsor determines the same is necessary to respond to any claims regarding construction of any nature, whether under the Option Agreement or otherwise. Subject to the terms of the Condominium Documents and Law, as applicable, Sponsor shall have an exclusive easement for so long as the Condominium shall remain in existence to erect, maintain, repair and replace, from time to time, a plaque and/or sign ("Plaque"), without charge, on any exterior portion of the Condominium setting forth the name and address of Sponsor, or such other information as the Sponsor desires in its sole discretion. Only Sponsor shall have the right to remove the Plaque, unless mandated by Law. Sponsor has reserved the right to install additional fireplace flues and mechanical equipment on the roofs of the Condominium. Subject to the terms of Condominium Documents and Law, as applicable, Sponsor, for so long as Sponsor shall own any Unsold Unit, shall have an easement for ingress and egress through all of the Common Elements in order to make alterations, additions or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon the Unsold Units and the Common Elements. Sponsor shall have an exclusive right and easement for so long as Sponsor owns any Unsold Unit, to (a) erect, use, lease, maintain, repair, replace and operate antennae, satellite dishes and other communications equipment on any part of the roof of the Buildings and/or façade of the Buildings and elsewhere on the Common Elements (excluding Terraces) and (b) to utilize any risers, conduits, piping, cables, ducts and electrical panels and rooms, telephone/cable panels and rooms in connection therewith, provided, that with respect to any antennae, satellite dishes or other communications equipment, Sponsor shall only erect such structures if for the benefit of one or more of the Unit Owners. The exercise of the easement and these rights do not require the consent of the Condominium Board or the Unit Owners and shall be without charge to the Sponsor. Any obligations of the Sponsor under any lease, license or other right of use granted by Sponsor with respect to the roof of the Buildings and/or the façade of the Buildings shall be the obligation of Sponsor and not of the Condominium, and any rights of Sponsor, including, without limitation, the right to receive rent or other consideration for such lease, license or other right of use, shall be the right of Sponsor, and not of the Condominium or any other Unit Owner. Sponsor shall be entitled to utilize such rights and easements for their own account or the account of its Permitted Users.

## CONTROL BY SPONSOR

The Condominium Board shall initially consist of 3 persons designated from time to time by Sponsor. Sponsor presently anticipates that the initial Members of the Condominium Board shall be John J. Gilbert III, John J. Gilbert IV, and Neil Gupta, who shall serve as President, Vice President and Secretary/Treasurer, respectively. Each of these individuals is a principal of, or is affiliated with, Sponsor. Sponsor reserves the right to designate different individuals to serve on the initial Condominium Board in lieu of the above mentioned individuals. The initial Condominium Board shall conduct all affairs of the Condominium.

The first annual meeting of the Unit Owners will be held approximately 30 days after the earlier to occur (i) the second anniversary of the First Closing; or (ii) the Closing of Title with Purchasers under the Plan to Units representing at least 50% in number of all Residential Units offered for sale.

Sponsor will have voting control over the Condominium Board until the later to occur of: (i) the Closing of Title with Purchasers under the Plan to Residential Units representing at least 95% in number of all Residential Units offered for sale, or (ii) the issuance of a FCO for the Condominium ("Initial Control Period"). During the Initial Control Period Sponsor may designate six (6) of the seven (7) Residential Members of the Condominium Board. Sponsor reserves the right to relinquish voting control of the Condominium Board prior to the expiration of the Initial Control Period.

Commencing with the first annual meeting, the Condominium Board shall consist of nine (9) individuals, seven (7) of which shall be elected and/or designated in accordance with the terms of the By-laws by the Residential Unit Owners (including Sponsor) (collectively, the "Residential Members"), one (1) of whom shall be designated by the Community Facility Unit Owner (or elected by the Community Facility Unit Owners, if there is ever more than one Community Facility Unit) (the "Community Facility Member") and one (1) of whom shall be elected by the Retail Unit Owners (or designated by the Retail Unit Owner if there is ever only one Retail Unit) (the "Retail Member"). The number or composition of Condominium Board Members may not be changed except in accordance with the procedures described in the By-laws.

At meetings of the Residential Unit Owners, Sponsor will have the right to vote all of the Common Interest attributable to the Unsold Units as it sees fit. When voting for Members of the Condominium Board, each Residential Unit Owner shall be entitled to cast 1 vote for each .00001% of Common Interest attributable to the Unit per Residential Member to be elected. However, as set forth above, at elections of Members to the Condominium Board held during the Initial Control Period, Sponsor shall have the right to designate six (6) of the seven (7) Residential Members of the Condominium Board. The Community Facility Unit Owner shall designate its Community Facility Member, or if there is more than one Community Facility Unit Owner, the Community Facility Unit Owners shall be the only Unit Owners entitled to vote for the Community Facility Member. When voting for its Community Facility Member, the Community Facility Unit Owners shall be entitled to cast 1 vote for each .00001% of Common Interest attributable to its Community Facility Unit. The Retail Unit Owners shall be the only Unit Owners entitled to vote for the Retail Member. When voting for the Retail Member, the Retail Unit Owners shall be entitled to cast 1 vote for each .00001% of Common Interest attributable to its Retail Unit.

So long as Sponsor shall continue to own at least 1 Unsold Residential Unit, Sponsor shall have the right to designate 1 Residential Member to the Condominium Board, and shall have the right to vote its Common Interests attributable to the Unsold Residential Units for the remaining Residential Members of the Condominium Board. Sponsor shall also continue to have at least one (1) additional Member on

the Condominium Board (and possibly more than one (1) Member, if Sponsor owns more than one (1) Non-Residential Unit) so long as Sponsor is the owner of any Non-Residential Unit (other than the Storage Unit and the Garage Unit, which are is not entitled to a Condominium Board Member).

Within 30 days after the expiration of the Initial Control Period, subject to Sponsor's right to designate 1 Residential Member to the Condominium Board so long as Sponsor shall continue to own 1 Unsold Residential Unit, the Residential Members of the Condominium Board who were designated by Sponsor shall resign and a replacement shall be filled by a vote of the Residential Unit Owners (including Sponsor) at a special meeting called for such purpose. After the Initial Control Period, a majority of the Residential Members of the Condominium Board must be owner-occupants of the Building who are unrelated to Sponsor or its principals.

The number of Members of the Condominium Board may not be increased or decreased without the consent of Sponsor for so long as Sponsor continues to own at least 1 Unsold Residential Unit.

During the Initial Control Period, Sponsor will through its control of the Condominium 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.

During the first five (5) years following the First Closing, and so long as Sponsor continues to own at least 25% in number of all Residential Units, the Condominium Board may not, without Sponsor's prior written consent: (a) make any addition, alteration or improvement to the Common Elements or to any Unit or to the Triangle Park; (b) assess any Common Charges or Special Assessments for the creation of, addition to, or replacement of, all or part of a working capital, reserve, contingency or surplus fund, including, but not limited to, working capital, reserve, contingency or surplus funds for the Triangle Park; (c) increase or decrease the number, or change the kind of employees from those described in the First Year's Budget; (d) enter into any service or maintenance contract for work or otherwise contract for work or services in excess of those described in the First Year's Budget, except as is required to reflect normal annual increases in operating services incurred in the ordinary course of business; (e) borrow money on behalf of the Condominium; or (f) exercise a right of first refusal to lease or purchase a Unit provided, however, that Sponsor's written consent is not necessary to perform any function or take any action described in clauses (a) through (f) above, if, and only if, the performance of such function or the carrying out of such an action is necessary, and no other alternative is available, to enable the Condominium Board to (i) comply with Law; or (ii) remedy any notice of violation; or (iii) remedy any work order of the Condominium's insurer.

## CONDOMINIUM BOARD

The affairs of the Condominium shall be governed by the Condominium Board, which shall consist initially of three (3) Members, all of whom are to be designated by Sponsor. The initial three (3) Members of the Condominium Board are set forth above. The term of office of the Members of the Condominium Board shall be for one (1) year or until their successors are elected. Members of the Condominium Board shall serve without compensation. Any Member of the Condominium Board may resign membership at any time by written notice hand delivered or sent by certified mail, return receipt requested, to the President or Secretary of the Condominium Board. Notwithstanding the term of such Member's office, such resignation shall take effect at the time specified therein. (See the Section of the Plan entitled "Rights and Obligations of the Condominium Board/Summary of By-laws" for further details.)

A Residential Member of the Condominium Board may be removed with or without cause by an affirmative vote of a majority of Residential Unit Owners who are present at a meeting containing a quorum of Residential Unit Owners, provided, however, that (a) any Residential Member designated by Sponsor may only be removed and replaced by Sponsor, (b) that the Retail Member of the Condominium Board may only be removed by the Retail Unit Owners, who alone shall have the right to elect a replacement, and (c) that the Community Facility Member of the Condominium Board may only be removed by the Community Facility Unit Owner, who alone shall have the right to designate (or if there is more than one Community Facility Unit, elect) a replacement. After the Initial Control Period, a majority of the Residential Members of the Condominium Board must be owner-occupants of the Building who are unrelated to Sponsor or its principals. No Member of the Condominium Board shall continue to serve on the Condominium Board if, during the term of office, such Member shall cease to be a Unit Owner or an interested party as described in the By-laws; provided, however, that these provisions respecting Unit Ownership and occupancy, and Condominium Board membership, shall not apply to Members of the Condominium Board designated or elected by Sponsor and/or the Community Facility Unit Owner and/or the Retail Unit Owners.

A successor officer may be elected at any regular Condominium Board meeting or at any special Condominium Board meeting called for such purpose. The President may call a special meeting whenever so directed by a duly adopted resolution of the Condominium Board or upon receipt by the Secretary of a petition calling for such meeting signed by Unit Owners having in aggregate no less than 40% of the Common Interest of all Residential Unit Owners.

Subject to the provisions in the Declaration and/or By-laws with respect to special amendments, modifications, additions or deletions affecting Sponsor or the Non-Residential Unit Owners, provisions of the Declaration and Bylaws may be amended by the affirmative vote of at least 66-2/3% in number in Common Interest of all Unit Owners (if affecting the General Common Elements or all Unit Owners), and may be amended by affirmative vote of at least 66-2/3% in number and Residential Common Interest of all Residential Unit Owners (if affecting only the Residential Common Elements or Residential Unit Owners).

All officers, and Members of Condominium Board and employees of the Condominium will be insured at all times from and after the First Closing under directors and officers liability insurance or fidelity coverage in favor of the Condominium. The amount and cost of the insurance has been provided for in the First Year's Budget.

Three (3) Members of the Condominium Board (or their designees) shall also serve as members of the board of Open Space Oversight Organization (as such term is defined in the Restrictive Declaration) that governs the Triangle Park. Such members must be Residential Unit Owners, and will be chosen by majority vote of the Condominium Board. The board members serving on the board of the Open Space Oversight Organization will be insured at all times from and after the First Closing under the directors and officers liability insurance in favor of the Condominium. The amount and cost of the insurance has been provided for in the First Year's Budget.

To the extent permitted by Law, Members of the Condominium Board will have no liability to Unit Owners except for liability for bad faith or willful misconduct. The Condominium Board may contract or effect any other transaction with any Member of the Condominium Board, any Unit Owner, Sponsor, or any affiliate of any of them without incurring any liability for self-dealing, except in the cases of bad faith or willful misconduct. The Condominium Board has a fiduciary duty to act in the best interest of the Condominium. All Unit Owners shall jointly, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify each Member of the Condominium Board

against any liability or claim except those arising out of the bad faith or willful misconduct of such Member of the Condominium Board.

## RIGHTS AND OBLIGATIONS OF UNIT OWNERS

### Sales and Leases of Units

Each Residential Unit Owner may sell or lease its Residential Unit for terms of not less or more than one (1) year provided the Residential Unit Owner ("Offering Unit Owner") first gives the Condominium Board, on behalf of all Residential Unit Owners, notice of intention to sell or lease together with any and all application forms and documentation required by the Condominium Board (including, but not limited to, security search documentation with respect to prospective purchasers), and an opportunity to purchase or lease such Residential 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 the By-laws. If the Condominium Board does not elect to purchase or lease the Residential Unit within 30 days after receipt of notice, the Offering Unit Owner 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 such notice. In the event such written agreement is not executed by the Offering Unit Owner within such 60 day period or such sale or lease is not consummated within an additional 60 days following the expiration of such 60 day period, the Offering Unit Owner will be required to again first offer the same to the Condominium Board, provided that the Condominium Board shall be entitled to waive, or to permit an extension of, either or both of such 60 day periods. The Condominium Board may not exercise its option to purchase or lease any Residential Unit without prior approval of a majority in interest of all Residential Unit Owners. The By-laws permit the Condominium Board to (i) borrow money on behalf of the Condominium for the benefit of Residential Unit Owners, (ii) increase Common Charges assessed against all Residential Unit Owners and (iii) impose Special Assessments against all Residential Unit Owners, in the event the Condominium Board elects to exercise its right of first refusal. Purchaser should refer to Article 7 of the By-laws for details concerning the Condominium Board's election to exercise its right of first refusal. Any such deed given by an Offering Unit Owner shall provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the Condominium Documents, 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 Condominium Board, that the tenant shall not assign the lease or sublet the Residential Unit or any part thereof without the prior consent in writing of the Condominium Board, and that the Condominium Board, if permitted by 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 residential lease 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 purported sale or lease of a Residential Unit in violation of this Section shall be voidable at the election of the Condominium Board. The Condominium Board may not discriminate against any person on the basis of color, race, creed, national origin, sex, age, disability, marital status or other grounds proscribed by Law.

A Residential Unit Owner may lease, sell or convey the Residential Unit to a Family Member, may convey the Residential Unit by gift, may devise the Residential Unit by will, or have it pass by intestacy, without complying with the foregoing restrictions; provided, however, that each succeeding Residential Unit Owner shall be bound by, and the Residential Unit shall be subject to, the preceding

restrictions. In addition, any Residential Unit Owner may lease, sell or convey the Residential Unit to a related or controlled individual or entity, as more particularly set forth in the By-laws.

A Residential Unit Owner may only sell or lease the entire Residential Unit. In addition, each conveyance of a Residential Unit by a Residential Unit Owner shall include, as part of the property to be conveyed, the Unit Owner's undivided interest in (a) the Common Elements, (b) the Limited Residential Common Elements (with respect to Residential Units); (c) any Unit or Units acquired by the Condominium Board on behalf of all Unit Owners, or any proceeds of the sale or lease thereof and (d) any other assets of the Condominium. No part of the Residential Unit Owner's interest in the Common Elements may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit or as part of a sale, transfer or other disposition of the specific interest in the Common Elements by all affected Residential Unit Owners. The Condominium Board has the right, in its sole discretion, to terminate a lease, if the tenant has violated the terms of the Condominium Documents, including the Rules and Regulations beyond all applicable notice and grace periods. If the tenant fails to vacate after receipt of the termination notice from the Condominium Board, the Condominium Board shall have the right to commence summary eviction proceedings against the tenant.

A Residential Unit and/or Storage Bin may not be sold or leased unless all unpaid Common Charges, license fees and liens against the Unit (other than Permitted Mortgages) or Storage Bin are paid and/or satisfied at or prior to the sale or lease. In addition, the Condominium Board may (i) establish reasonable restrictions with respect to the sale and lease of Residential Units and Storage Bins and (ii) implement reasonable fees in connection with the processing of sale and lease packages, which shall be payable by the Offering Residential Unit Owner.

Each Residential Unit Owner who acquired a Residential Unit from Sponsor ("Sponsor Sale") and subsequently enters into an agreement, written or oral ("Resale Agreement") to resell the Residential Unit prior to the first anniversary of the closing of the Sponsor Sale ("Resale") shall be obligated to pay Sponsor a portion of the proceeds of the Resale ("Resale Fee"). A Residential Unit Owner will be required to send Sponsor a copy of the Resale Agreement within 10 days of agreeing to the Resale. The Resale Fee paid to Sponsor shall be equal to 50% of the difference between: (A) the sales price of the Residential Unit per the Resale Agreement less the following expenses actually paid for by Residential Unit Owner (to the extent applicable): (1) brokerage commissions not exceeding 6% in the aggregate; (2) transfer taxes imposed by Law and (3) actual legal fees not exceeding $5,000; and (B) the Purchase Price paid to Sponsor in connection with the Sponsor Sale.

The Non-Residential Unit Owners are free to sell or lease all or any portion of their respective Non-Residential Units without first notifying or obtaining the approval of the Condominium Board and without payment of any fee or charge to the Condominium Board.

The restrictions upon the sale and lease of Residential Units shall not apply to Sponsor with respect to any Unsold Units, or to Residential Units acquired by a mortgagee in foreclosure or by deed in lieu of foreclosure, and they shall be free to sell or lease without first offering to sell or lease to the Condominium Board and without payment of any fees.

Notwithstanding anything contained herein to the contrary, prior to the Closing of Title to a Residential Unit, a Purchaser shall not list such Residential Unit for resale or rental with any broker or place or authorize a listing in any broker's listing system or other listing service or advertise or otherwise offer, promote or publicize the availability of the Residential Unit for sale or rental, without Sponsor's prior written consent, which may be withheld or delayed by Sponsor in Sponsor's sole and absolute discretion. Any listing of the Residential Unit or other form of advertising, promotion or publicizing of the Residential Unit by Purchaser prior to the Closing of Title shall be a default by Purchaser, entitling

Sponsor to the default remedies set forth in the Section of the Plan entitled "Procedure to Purchase". After the Closing of Title to a Unit, for so long as Sponsor owns any Unsold Units, but not to exceed two (2) years from the date of the First Closing, Purchaser shall not advertise, promote or publicize the availability of the Unit for sale or lease at prices lower than those being advertised or promoted by Sponsor for similar Unsold Units. This restriction on advertising may affect the ability of Purchaser to sell its Unit within such two (2) year period and Purchaser should carefully consider such restriction before entering into an Option Agreement.

**Sale of Storage Bin Licenses and Parking Space Licenses**

To protect the safety of the Condominium, Storage Bin licenses cannot be held independently of the ownership of a Residential Unit and may be sold (or its Storage Bin License assigned) only to another Residential Unit Owner or Purchaser who is simultaneously purchasing (or already owns) a Residential Unit. Each Residential Unit Owner will be required to maintain insurance for their respective Storage Bin in amounts sufficient to cover the property located therein. If the Condominium Board terminates a Storage Bin License or a Residential Unit Owner surrenders a Storage Bin License without assigning the Storage Bin License to another Residential Unit Owner, the Condominium shall have the right to issue a new Storage Bin License to the respective Storage Bin, as the case may be, to another Residential Unit Owner, in its sole discretion.

Upon the issuance of a Storage Bin License to a Residential Unit Owner (by assignment or otherwise), such Storage Bin License shall be freely assignable to another Residential Unit Owner without the consent of the Condominium Board provided written notification of such assignment is delivered to the Condominium Board, subject to the terms of the Storage Bin License. Neither Sponsor nor the Condominium Board shall have any obligations or liabilities with respect to private assignments between Unit Owners. The restrictions upon the assignment of a Storage Bin shall not apply to Sponsor.

The foregoing restrictions shall apply to Cellar Storage Bins and Cellar Storage Bin Licenses and Vault Storage Bins and Vault Storage Bin Licenses, provided that the Vault Storage Bins and Vault Storage Bin Licenses shall be further subject to the automatic termination in the event the City of New York takes any action that results in the prevention or revocation of the right by a Vault Storage Bin licensee to use all or a portion of its Vault Storage Bin, and as provided in the Vault Storage Bin License Agreement, neither Sponsor nor the Condominium shall have any liability therefore.

The Parking Space License licensees are free to sell their Parking Space License to another Residential Unit Owner without first notifying or obtaining the approval of the Condominium Board and without payment of any fee or charge to the Condominium Board, but shall be subject to the terms of the Parking Space License.

To protect the safety of the Condominium, Parking Space Licenses cannot be held independently of the ownership of a Residential Unit and may be sold (or its Parking Space License assigned) only to another Residential Unit Owner or Purchaser who is simultaneously purchasing (or already owns) a Residential Unit. If the Garage Unit Owner terminates a Parking Space License or a Residential Unit Owner surrenders a Parking Space License without assigning the Parking Space License to another Residential Unit Owner, the Garage Unit Owner hall have the right to issue a new Parking Space License to another Residential Unit Owner, in its sole discretion.

**Use of Units, Parking Spaces, Storage Bins, and Common Elements**

A Residential Unit shall be used for residential purposes only (except as described below), and not more than one family may occupy a Residential Unit at one time. A Residential Unit may not be used

for any "dormitory, "bed and breakfast" or other transient hotel-type use. A Residential Unit owned or leased by an individual, corporation, partnership, fiduciary or any other entity (including, but not limited to, embassies and consulates of foreign governments) may only be occupied by such individual, an officer, director, stockholder or employee of such corporation, a partner or employee of such partnership, the fiduciary or beneficiary of such fiduciary, a principal or employee or such other entity, respectively, or by Family Members and guests of any of the foregoing. A Residential Unit may be used for any other purpose, provided such use is permitted by, and complies with Law, does not violate the then existing certificate of occupancy covering the Building, and the Condominium Board, in its sole discretion, grants permission for such use.

All or any portion of the Retail Units may be used for any purpose permitted by Law, subject to the restrictions set forth in the Section of the Plan entitled "Non-Residential Units". No assurance, representation, or warranty is given that any of the owners, tenants, occupants, or users of the Retail Units will not be objectionable to Residential Unit Owners or other parties. Notwithstanding the foregoing, the Retail Units may not be used for any Prohibited Use. The uses of the Retail Units may generate noise, traffic, fumes or other disturbances over which the Residential Unit Owners will have no control.

All or any portion of the Community Facility Unit may be used for any purpose permitted by Law, subject to the restrictions set forth in the Section of the Plan entitled "Non-Residential Units". No assurance, representation, or warranty is given that any of the owners, tenants, occupants, or users of the Community Facility Unit will not be objectionable to Residential Unit Owners or other parties. Notwithstanding the foregoing, the Community Facility Unit may not be used for any Prohibited Use. The uses of the Community Facility Unit may generate noise, traffic, fumes or other disturbances over which the Residential Unit Owners will have no control.

The Garage Unit may be used for any purpose permitted by Law, subject to the restrictions set forth in the Section of the Plan entitled "Non-Residential Units". No assurance, representation, or warranty is given that any of the tenants, occupants, or users of the Garage Unit will not be objectionable to Residential Unit Owners or other parties. The Garage Unit is initially intended to be utilized as a parking garage for storage of vehicles, and will have approximately 89 Parking Space License for Parking Spaces available in a combination of ground parking spaces and spaces through parking stackers. The Parking Spaces in the Garage Unit may be used only for the parking and storage of motor vehicles and/or motorcycles. All vehicles must be of a size small enough to be able to fit within the parking stackers, so certain vehicles (e.g., SUVS, minivans) will not be able to be stored in certain Parking Spaces in the Garage Unit under a Parking License.

A Storage Bin may be used for the storage of personal effects of a Residential Unit Owner, and in no event shall any food or other perishable item, or any flammable or explosive item or any item which would impose a health or safety threat or create a nuisance, be stored therein. Sponsor shall have the right to use any unassigned Storage Bin for any purpose permitted by Law or to change the permitted use of such unassigned Storage Bin, subject, however, to the provisions of the By-laws. Storage Bin Licenses will be offered for sale at the purchase prices set forth on Schedule A. Except for Sponsor, no Storage Bin may be owned independently of a Residential Unit.

Notwithstanding the foregoing, Sponsor may, without the permission of the Condominium Board: (a) use or 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 Condominium or any other governmental regulations; (b) retain ownership of one or more Unsold Units for use as model Units and offices for the selling, leasing, management, operation and promotion of any Unsold Unit, or for any other purpose, subject only to compliance with Law; and (c) lease any Unsold Unit.

The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and capable and which are incident to the use and occupancy of Units.

No nuisance, immoral, improper, offensive or unlawful use shall be allowed in the Condominium. All Laws shall be complied with at the sole expense of the respective Unit Owners or the Condominium Board, whoever or whichever shall have the obligation to maintain or repair such portion of the Property.

No awnings, air conditioning equipment or ventilators shall be installed or modified in the Condominium by any Residential Unit Owner without prior written approval of the Condominium Board. No radio or television aerial or satellite dish or other similar device shall be erected on the roof or exterior walls of the Building or on the Property (excluding Sponsor) by Residential Unit Owners, without obtaining in each instance the written consent of the Condominium Board, and then, only to the extent the same is permitted by Law.

No pets other than dogs, caged birds, cats, small reptiles, and fish (which do not cause a nuisance, health hazard or unsanitary condition) shall be permitted, kept or harbored in a Residential Unit without the same in each instance having been expressly permitted in writing by the Sponsor or the Condominium Board. Such consent, if given, shall be revocable by the Sponsor or the Condominium Board at any time, with or without cause. In no event shall there be maintained in a Residential Unit more than 2 pets without the consent of the Condominium Board, nor shall any animal be permitted in any public elevator, other than the elevators designed by the Condominium Board or Managing Agent for that purpose, or in the public portions of the Condominium, unless carried or on a leash. Unless otherwise decided by the Condominium Board, no pets shall be permitted in the central Courtyard/Garden. No pigeons or other birds or animals shall be fed from the window sills, or other public portions of the Buildings, or on the sidewalk or street adjacent to the Buildings. Each Residential Unit Owner who keeps any type of pet in such Unit Owner's Residential Unit may be required to enter into an agreement with the Condominium Board regarding pets as the Condominium Board may deem suitable, indemnifying and holding harmless the Condominium, all Unit Owners and Managing Agent from all claims and expenses resulting from acts of such pet. No pets shall be permitted, kept or harbored in any Non-Residential Unit.

Each Unit Owner shall keep the 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 the Unit in accordance with the provisions of the By-laws and Law. The Rules and Regulations concerning the use of Residential Units may be amended from time to time by the Condominium Board provided that copies thereof are furnished to each Residential Unit 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, so long as Sponsor owns one Unsold Unit).

**Mortgage of Residential Units by Residential Unit Owners**

Each Residential Unit Owner may mortgage its Unit, provided that the conditions with respect thereto set forth in the By-laws are first complied with. 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 other form reasonably acceptable to the Condominium Board), except for such changes or additions as may be required to permit a lender to make the loan, or substantially in the form used by an Institutional Lender, (b) the Condominium Board is notified in writing of the making of such mortgage and receives a conformed copy of the note and mortgage and (c) the owner making such mortgage first satisfies all unpaid liens against the Unit, other than Permitted Mortgages. Sponsor and the Non-Residential Unit Owners shall have the right to mortgage any Unsold Unit, without the foregoing restriction or limitation.

As more particularly set forth in the Section entitled "Amendments to Condominium Documents," 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 Residential Mortgage Representatives shall be designated by the holders of mortgages (a) which satisfy the conditions set forth in the By-laws (as described above) and (b) which holders of such mortgages are (i) Sponsor, (ii) a bank, trust company, insurance company, real estate investment or mortgage trust or (iii) a governmental or union employee, welfare, pension or retirement fund or system.

**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 either based on actual usage of services and facilities or in proportion to their respective Common Interest (in the case of the Non-Residential Units) and in proportion to their respective Residential Common Interest (in the case of Residential Units). Common Expenses include, among other things, (a) all costs and expenses (including the payment of wages) in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the Common Elements, (b) water charges and sewer rents in connection with the Condominium; (c) real estate taxes and assessments levied with respect to the Property (until the same are separately assessed to individual Units); and (d) amounts for certain other items as the Condominium Board may deem proper, such as amounts as are necessary in connection with the Condominium's obligations with respect to the Triangle Park, and/or for reserves for capital expenditures or in connection with the purchase or lease by the Condominium Board of any Unit.

The Common Interests of the Units have been allocated based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit in accordance with Real Property Law Section 339-i(I) subsection (iv).

At least annually, the Condominium Board will prepare a budget for Common Expenses and allocate, as aforesaid, and assess among all Unit Owners, Common Charges to meet Common Expenses.

The Condominium Board 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 Condominium Board, Common Charges will be payable monthly in advance on the first day of each month.

**Common Charges: Collection and Lien for Non-Payment**

Under the provisions of Section 339-z of the New York Real Property Law and the By-laws, the Condominium 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 in proportion to the respective Common Interests. Pursuant to the provisions of Section 339-aa of the New York Real Property Law, during the Initial Control Period, Sponsor shall cause the Condominium Board to file a lien for unpaid Common Charges against any Unit owned by Sponsor in which Sponsor is more than 30 days in arrears. All such liens, however, to the extent permitted by 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 Register's Office until all sums secured thereby with interest accrued thereon shall have been fully paid, or until 6 years 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 Condominium Board (acting on behalf of all Unit Owners) in like manner as the foreclosure of a mortgage on real property or an action may be brought by the Condominium Board to recover unpaid Common Charges without foreclosing such lien. In addition, the Condominium Board may assess Unit Owners a late charge of $250 per month for Common Charges which remain unpaid for more than 10 days after the date when due, and interest at the rate of 1.5% per month of such unpaid amounts (less any "late charges" theretofore collected), plus all expenses of collection, including but not limited to reasonable attorneys' fees and costs.

No Unit Owner may become exempt from liability for Common Charges by waiving use of any of the Common Elements or by abandonment of the Unit. No Unit Owner, however, will be liable for the payment of any part of the Common Charges subsequent to a permissible sale, transfer or other conveyance of the Unit. In addition, as more specifically set forth in the By-laws, a Unit Owner may, by conveying the Unit without consideration to the Condominium Board and complying with certain conditions in connection therewith, become exempt from Common Charges thereafter accruing. Such conditions include the payment of all Common Charges and assessments then due and payable with respect to the Unit and such Unit being free and clear of all liens and encumbrances other than Permitted Mortgages. However, in no event shall Sponsor be permitted to convey any Unsold Residential Unit to the Condominium Board and thereby exempt itself from Common Charges attributable to such Unsold Residential Unit thereafter accruing, unless: (i) the aggregate Residential Common Interests appertaining to the Unsold Residential Units constitutes 15% or less of the total Residential Common Interests then appertaining to all Residential Units; (ii) at least 5 years have elapsed from the date of the First Closing; and (iii) at the time of conveyance, Sponsor shall pay the Condominium Board a sum equal to the product of the then current monthly Common Charges for the Unsold Residential Units being conveyed multiplied by 24.

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 acquisition. Prior to the permissible sale, transfer or other conveyance of a Unit, any seller or purchaser shall be entitled to a statement from the Condominium Board, setting forth the amount of unpaid Common Charges accrued against the Unit and neither such seller nor such 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 Condominium Board of its lien on any Unit for unpaid Common Charges, if the net proceeds of the foreclosure sale shall be insufficient for the payment of such unpaid charges or if a Unit is acquired by a mortgagee or Purchaser in foreclosure, the Unit Owner will remain liable for the unpaid balance. Neither (a) a Permitted Mortgagee acquiring title to a Unit at foreclosure sale nor (b) a purchaser at a foreclosure sale shall be liable, and the Unit shall not be subject to a lien, for the payment of the Common Charges assessed prior to the acquisition of title to such Unit by such Permitted Mortgagee or Purchaser. However, such Permitted Mortgagee or purchaser at a foreclosure sale shall be liable for payment of all Common Charges after the acquisition of title to such Unit. The Condominium Board will have the right to assess such unpaid balance as a Common Charge among all Unit Owners.

Set forth in Part II of the Plan is a copy of §339-kk of the Real Property Law of the State of New York, which provides, among other things, for the ability of the Condominium to serve a notice to any tenant occupying a Unit to pay its rent directly to the Condominium if the Unit Owner has failed to pay Common Charges, assessments or late fees within 60 days after the expiration of any grace period.

**Repairs to, and Maintenance of, Units and Common Elements**

Generally, all painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, ordinary or extraordinary, (a) in or to any Unit (other than to the Common Elements contained therein), including all mechanical systems located in the Unit, heating and cooling systems (including HVAC filters and parts, but excluding fan coil units), the plumbing, appliances in the Units, the fireplace and flue, if any, and the interior side of entrance doors thereto, and the Terrace doors, shall be performed by the Unit Owner at such Unit Owner's sole cost and expenses, (b) in or to the General Common Elements shall be performed by the Condominium Board and the cost and expense thereof will be charged to all Unit Owners as a General Common Expense, (c) in or to the Residential Common Elements shall be performed by the Condominium Board and the cost and expenses thereof will be charged to all Residential Unit Owners as a Residential Common Expense; and (d) in or to the Limited Residential Common Elements shall be performed (i) by the Condominium Board and the cost and expense thereof will be charged to all Residential Unit Owners as a Residential Common Expense, if involving structural or extraordinary maintenance, repair or replacement (except if necessitated by the negligent act or omission of the Unit Owner), or (ii) by the Residential Unit Owner having direct and exclusive access thereto at such Residential Unit Owner's sole cost and expense, if involving painting, decorating, and non-structural ordinary maintenance, repairs and replacements.

Each Unit Owner shall be responsible for the maintenance and repair of each of the HVAC units located within the Unit, including, without limitation, changing filters, replacing parts and performing annual maintenance. Notwithstanding the foregoing, the fan coils located in such HVAC units are a Residential Common Element, and shall be maintained and repaired by the Condominium Board and charged to all Residential Unit Owners as a Residential Common Expense.

Residential Unit Owners of Residential Units with a Terrace are required to ensure that no unusual, disturbing, or objectionable noises, sounds (including, but not limited to, music) or odors are produced from or emanate from its Terrace that may disturb or annoy other occupants of the Condominium, and that no actions taken on its Terrace shall adversely affect or interfere with the use or enjoyment of any part of the Condominium by any other Unit Owner or occupant, including but not limited to, placing an unreasonable burden upon any of the Common Elements. Amplified loud speakers and TV monitors shall not be mounted on or fixed to any Limited Residential Common Element demising partition. If any such item is mounted on non-demising partitions, such mounting shall include appropriate resilient fasteners to control sound transmission to adjoining Units. Such Residential Unit Owners shall ensure that any invitees or visitors present on such Residential Unit Owner's Terrace shall act in such manner so as not to create any nuisance, or interfere with, annoy or disturb any Unit Owner or any occupant of the Condominium or the immediate area. Terraces shall also be subject to such other reasonable restrictions as may be imposed by the Condominium Board from time to time, and to ensure that the Residential Common Elements remain available for the use and enjoyment by all Residential Unit Owners. Terraces located on the ground floor shall be serviced by a general irrigation system that services all ground floor landscaped areas of the Condominium, and Unit Owners shall be prohibited from interfering with such general irrigation system. Additionally, the type, size, weight and quantity of plantings and other installations to be placed on Terraces shall be subject to the prior written approval of the Condominium Board and shall be in compliance with Law. The owners of any Unit with a Terrace shall be responsible to (i) maintain any planters and plantings located on such Terraces, in good repair and condition, and (ii) replace such plantings when necessary with plantings of substantially similar height and width and in accordance with "Planting Specifications" to be adopted by the Condominium Board. It should also be noted that certain Terraces may have "tie back" areas for securing future scaffolding that shall be subject to such restrictions as the Condominium Board deems reasonable and necessary in order to insure that such areas remain unblocked. A Unit Owner with a tie back area on its Terrace shall be

required, at their sole cost and expense, to remove and items that may be blocking such tie back areas if the tie back areas are to be utilized. The above described restrictions on Terraces are in addition to the detailed regulations and restrictions set forth in the Bylaws (which may be modified by the Condominium Board from time to time), relating to noise, odors and behavior, and which regulations in the By-laws that include, among other things, the obligation of such Unit Owners to maintain all plantings, furnishings and structures on their respective Terraces. Purchasers are further advised that the consent of the Condominium Board shall be required for any modifications of the Terraces and the plantings, furnishings, and structures therein contained. Smoking is not prohibited on Terraces, but is prohibited in all other common areas. Purchasers are further advised that the consent of the Condominium Board shall be required for any modifications of the Terraces and the plantings, furnishings, and structures therein contained. Smoking is not prohibited on Terraces, but is prohibited in all other common areas. In addition, Purchasers are advised that no Unit Owners, except for the Townhouse Unit Owners and the Residential Unit Owners of the Units specified below, shall be permitted to grill or barbeque on their respective Terraces: Unit PH7A and PH8 at 140 West 12th Street; Unit PH1 at 150 West 12th Street, Unit PH at 145 West 11th Street; Unit PHA; PH7 EAST, PH7 WEST, PH SOUTH, PH NORTH (only in location adjacent to the kitchen) at 155 West 11th Street. Any such grilling or barbequing must be in compliance with Law.

The exterior and interior glass surfaces of all windows and skylights located in any Residential Unit shall not be colored or painted and are to be washed and cleaned by the Residential Unit Owner at such Residential Unit Owner's sole cost and expense. The maintenance of skylights, and any replacement of glass windows and skylights in any Residential Unit because of breakage or otherwise, shall be made by the Unit Owner thereof at the sole cost and expense of the Unit Owner (unless such breakage is caused by the Condominium Board or the negligence of any other Unit Owner, in which event such replacement of glass windows or skylights will be at the sole cost and expense of the Condominium Board or such Unit Owner), including the expense of an exterior hoist if the replacement window does not fit into the service elevator. Notwithstanding the foregoing, prior to the replacement of any glass window or skylight the Unit Owner must obtain the prior written approval of the Condominium Board, with respect to the type of replacement installed. In addition, the public areas of the Building and those residential areas exposed to public view shall be kept in good appearance, in conformity with the dignity and character of the Building as determined by the Condominium Board in its sole discretion, by (i) the Condominium, with respect to such parts of the Building required to be maintained by it, and (ii) each Unit Owner with respect to interior surfaces of windows and window treatments in or appurtenant to the Unit.

In order to preserve the architectural harmony of the Buildings constituting the Condominium, the By-laws provide that all Residential Unit Owners and the Community Facility Unit Owner shall be obligated, regardless of the type of window treatment they use, to provide for a white backing on the window treatment so that when the shades are down or curtains drawn, the effect from the outdoors is a visually harmonious white appearance.

If any repairs or replacements to the Common Elements, whether structural or non-structural, ordinary or extraordinary, are either (x) necessitated by the negligence, misuse or abuse of a Unit Owner or such Unit Owner's agents, workers, guests, etc., or (y) required as a result of special or custom work performed in the Unit by the Unit Owner, such maintenance, repairs or replacements will be made by the Condominium Board, and any portion of the cost thereof attributable to such Unit Owner's acts or omissions shall be paid by such Unit Owner.

The By-laws provide that each Unit and all portions of the Common Elements shall be kept in first-class 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) by the Unit Owner or the Condominium Board, whichever is responsible for the maintenance thereof. In the event any Unit Owner fails to keep the Unit in such

condition, the Condominium Board may, at the expense of such Unit Owner, enter such Unit and perform such acts as are necessary to cure such default. (See the Section of the Plan entitled "Rights of Access" for further details.)

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 Condominium Board, be kept in good appearance in conformity with the dignity and character of the Building by such Unit Owner or the Condominium Board.

**Alterations, Additions and Improvements of Units and Common Elements**

No Residential Unit Owner may make any structural alteration, addition, improvement or repair in or to the Residential Unit or its appurtenant Limited Residential Common Elements, if any, without the prior written approval of the Condominium Board but, as more fully set forth in the By-laws, this provision does not apply to an Unsold Unit. Except as otherwise permitted in the By-laws, no Residential Unit Owner may make any alteration, addition, improvement or repair in or to the Common Elements without the prior written approval of the Condominium Board. To the extent that any alterations are commenced in a Unit by a Residential Unit Owner prior to Sponsor's completion of the punchlist items, Sponsor shall be relieved of completing all such items or any other items requested by the Unit Owner.

Sponsor and the Non-Residential Unit Owners shall each have the right, without the approval of the Condominium Board (but with respect to the Non-Residential Unit Owners, with the prior consent of Sponsor if prior to the issuance of a FCO for the Condominium, and for so long as Sponsor owns at least one Unsold Unit) to: (a) make alterations, additions, improvements, or repairs in or to their respective Units, whether structural of non-structural, interior or exterior, ordinary or extraordinary, and (b) subdivide, combine and change the boundary walls of their respective Units. (See the Section of the Plan entitled "Changes in Prices and Units" for further details.)

Prior to, and as a condition of, the granting of its consent to the making of any structural alteration, addition, improvement or repair in or to a Residential Unit, or its appurtenant Limited Residential Common Elements each Residential Unit Owner is required by the By-laws to (i) obtain the written approval of the Condominium Board (for all work other than Decorative Work), (ii) obtain the written approval of the Condominium Board of the Unit Owner's contractors and suppliers, (iii) obtain such insurance as the Condominium Board may require, (iv) agree to indemnify Sponsor, the Condominium Board, Managing Agent and the other Unit Owners against any liability arising from such alterations, additions, improvements or repairs, (v) agree to pay and reimburse the Condominium Board for all architectural, engineering, legal and other fees incurred in connection with such alterations, additions, improvements or repairs, (vi) agree to pay a fee to the Managing Agent for processing such alteration applications, and (vii) execute and enter into a Construction Agreement, in form and substance prepared by the Condominium Board, setting forth the terms and conditions under which such alterations, additions, improvements or repairs, may be made, including without limitation, the days and hours during which any work may be performed. The current form of Construction Agreement is set forth in Part II of this Plan as an exhibit.

Every Residential Unit Owner performing a non-structural alteration shall also execute a Construction Agreement, although Board approval shall not be required with respect to interior, nonstructural, aesthetic alterations ("Decorative Work") which (i) are not visible from outside the Residential Unit, (ii) will not affect any of the Common Elements including, without limitation, the Limited Residential Common Elements and electrical, plumbing, sprinkler, HVAC, elevator, mechanical and all other systems serving the Buildings or the Unit, (iii) do not require a Permit (as hereinafter defined) and (iv) do not impact upon areas in which ACM may be located. Under no circumstances shall

a Residential Unit Owner be allowed to commence any work until all of the conditions set forth above have been complied with. Any failure to meet these conditions shall be a default by Residential Unit Owner under the Condominium Documents.

The Condominium is located in a landmark preservation district, and is subject to the Landmark Preservation Law (hereafter, "Landmark Law"). Pursuant to the Landmark Law, if the Condominium Board or any Unit Owner desires to make any alteration, addition, improvement or repair in/or to a Building or a Unit (other than certain ordinary repairs and maintenance as defined in Section 302 of the Landmark Law) that affects an architectural feature of a building, then, in addition to obtaining any necessary approval or consent under the Condominium Documents, such party must first obtain the approval of a Certificate of Appropriateness or a Certificate of No Effect (as applicable) from the Landmarks Preservation Commission of the City of New York.

Any contractor performing work shall not employ any personnel or means that may cause labor disturbances or stoppage in the work of Condominium employees or other contractors or subcontractors employed in the Condominium.

No application or other document shall be filed with any governmental authority for a permit covering an addition, alteration, improvement or repair to be made in a Unit, unless approved and executed, if necessary, by the Condominium Board. The Condominium Board will not unreasonably refuse to approve and execute, if necessary, any application or other document required to be filed in connection with approved structural alterations, additions, improvements or repairs, provided that the Condominium Board and the Residential 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 any contractor, subcontractor, materialperson, architect or engineer, or to any person having any claim for injury to person or damage to property arising therefrom. The provisions of this paragraph shall not apply to an Unsold Unit or Non-Residential Unit provided any alteration to such Unit shall be in accordance with, and only as permitted by, the Condominium Act and Law.

Although decisions relating to the Residential Units shall be governed by the Condominium Board, the Residential Unit Owners in each respective Building in the Condominium shall have a limited right, at such Building's Residential Unit Owners' sole expense, to modify their existing lobby and hallway areas in their Building as set out more particularly in the Bylaws. This limited right to renovate individual Building common areas by Residential Unit Owners that reside in such Building shall be only exercisable from time to time upon the written election of 80% (by Common Interest) of the Residential Unit Owners of the Building at issue, and only after the fifth ($5^{th}$) anniversary of the First Closing.

**Insurance**

The Condominium Board is required to obtain and maintain the forms of insurance described in the Section of the Plan entitled "Rights and Obligations of the Condominium Board/Summary of By-laws." The Condominium Board is not required to obtain or maintain any insurance with respect to any property contained in any Unit, Storage Bin or Parking Space or any liability with respect to occurrences in or about each Unit, Storage Bin or Parking Space or the Limited Residential Common Elements. Unit Owners are required to carry other insurance, at their expense, in amounts determined by the Condominium Board in its sole discretion, insuring the contents of their Units, including, without limitation, the flooring, fixtures, furniture, furnishings, equipment, appliances and personal property situated within the Unit and the Limited Residential Common Elements appurtenant thereto, and liability insurance with respect to acts occurring therein. Each Residential Unit Owner shall be required to maintain insurance for any Storage Bin License and Parking Space License in amounts sufficient to cover

the property located therein. All such policies shall contain waivers of subrogation and provide that the liability of the carriers issuing the insurance maintained by the Condominium Board shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. All such certificates of insurance shall name the Condominium Board, the Condominium, Sponsor, and Managing Agent as additional insureds.

**Rights of Access**

As more fully set forth in the By-laws, the Condominium Board and any Managing Agent, manager, Resident Manager and other persons authorized by the Condominium 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 the Plan, 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 occupants 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 Condominium Board or its authorized agents liable for damage incurred in connection with the exercise of such right of entry. In addition, Sponsor and its contractors, subcontractors, agents and employees will have a right of access to each Unit and to all of the Common Elements for purposes of performing certain alterations and repairs in or about Unsold Residential Units and Non-Residential Units and in fulfilling Sponsor's obligations under the Plan, provided that access to any Unit may not be exercised in such a manner as will unreasonably interfere with the use of such Unit for its permitted purposes.

**By-laws and Rules and Regulations**

Each Unit Owner must strictly comply with the provisions of the Condominium Documents. 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 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 or the Managing Agent.

**Self-Help**

In the event that any Unit Owner fails to maintain or repair the Unit or any Limited Common Elements appurtenant to such Unit, if any, or in the event of any breach of the Condominium Documents, then, as set forth in Article 9 of the By-laws, the Condominium Board shall have certain rights to perform such maintenance or repairs, or to cure such breach, at such Unit Owner's expense.

**General**

All restrictions and prohibitions, set forth herein with regard to the use of a Residential Unit and its appurtenant Limited Residential Common Elements shall not apply to Sponsor or any principal of Sponsor owning or leasing such Residential Unit.

Purchasers should refer to the Section of the Plan entitled "Non-Residential Units" for a summary of additional rights and obligations of the Non-Residential Units and Parking Space License licensees.

## RIGHTS AND OBLIGATIONS OF THE CONDOMINIUM BOARD/ SUMMARY OF BY-LAWS

**Condominium Board**

The Condominium Board shall initially consist of 3 persons designated from time to time by Sponsor (collectively, the "Members"). The Condominium Board will call the first annual meeting of the Unit Owners to elect a new Condominium Board approximately 30 days after the later to occur of (i) the second anniversary of the First Closing or (ii) the Closing of Title with Purchasers under the Plan to Residential Units representing at least 50% in number of all Residential Units offered for sale. At such meeting, the incumbent Condominium Board shall resign and, subject to the rights of Sponsor, the Community Facility Unit Owner and the Retail Unit Owners to designate Members of the Condominium Board, the Residential Unit Owners (including Sponsor) shall elect and/or designate 7 Members to the new 9 Member Condominium Board. (See the subsection below entitled "Meetings and Votes of Unit Owners" and the Section of the Plan entitled "Control by Sponsor" for further details.) Thereafter, at each annual meeting, Members of the Condominium Board shall be elected and/or designated and shall serve until the next annual meeting thereof and until a successor has been elected and/or designated.

Except for the Members of Condominium Board designated or elected by Sponsor and/or the Retail Unit Owners and/or the Community Facility Unit Owner, all Members of the Condominium Board must be either Residential Unit Owners or certain interested parties as described in the By-laws. No Member of the Condominium Board shall continue to serve on the Condominium Board if, during such Member's term of office, such Member shall cease to be a Residential Unit Owner or an interested party. All Members of the Condominium Board shall serve without compensation.

**Powers and Duties of and Determinations by the Condominium Board**

The Condominium Board shall have the powers and duties necessary for or incidental to the administration of the affairs of the Condominium. Generally, all determinations with respect to the administration of the affairs of the Condominium shall be made by the Condominium Board.

As more fully set forth in the By-laws, all determinations required to be made by the Condominium Board shall be by majority of the votes cast at any meeting at which a quorum is present.

During the first five (5) years following the First Closing, and so long as Sponsor continues to own at least 25% in number of all Residential Units, the Condominium Board may not, without Sponsor's prior written consent: (a) make any addition, alteration or improvement to the Common Elements or to any Unit or to the Triangle Park; (b) assess any Common Charges or Special Assessments for the creation of, addition to, or replacement of, all or part of a working capital, reserve, contingency or surplus fund, including, but not limited to, working capital, reserve, contingency or surplus funds for the Triangle Park; (c) increase or decrease the number, or change the kind of employees from those described in the First

Year's Budget; (d) enter into any service or maintenance contract for work or otherwise contract for work or services in excess of those described in the First Year's Budget, except as is required to reflect normal annual increases in operating services incurred in the ordinary course of business; (e) borrow money on behalf of the Condominium; or (f) exercise a right of first refusal to lease or purchase a Unit provided, however, that Sponsor's written consent is not necessary to perform any function or take any action described in clauses (a) through (f) above, if, and only if, the performance of such function or the carrying out of such an action is necessary, and no other alternative is available, to enable the Condominium Board to (i) comply with Law; or (ii) remedy any notice of violation; or (iii) remedy any work order of the Condominium's insurer.

**Meetings and Votes of Unit Owners**

Annual meetings of Unit Owners shall be held within approximately 30 days of each anniversary of the first annual meeting. At such meetings, the Residential Unit Owners shall elect the seven (7) Residential Members to the nine (9) Member Condominium Board, subject to any rights of Sponsor to designate Residential Members to the Condominium Board, and there shall also be transacted such other business as may properly come before such meetings. One (1) Member of the Condominium Board shall be elected by the Retail Unit Owners and one (1) Member of the Condominium Board shall be elected by the Community Facility Unit Owner(s). In addition, the President may call a special meeting whenever so directed by a duly adopted resolution of the Condominium Board or upon receipt by the Secretary of a petition calling for such meeting signed by Unit Owners having in aggregate not less than 40% of the Common Interest of all Residential Unit Owners. The Secretary of the Condominium Board shall mail a notice of each annual or special meeting to all Unit Owners of record. The notice, which will 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 Residential Unit Owners, the presence in person or by proxy of Residential Unit Owners owning more than 40% of the Residential Common Interests attributable to all Residential 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 Residential Unit Owners.

At all meetings, each Unit Owner (or their proxy) entitled to vote thereat (including Sponsor or its designees with respect to Unsold Units) shall be entitled to cast one vote for each .0001% of Common Interest attributable to the Unit.

**Officers**

The principal officers of the Condominium shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Condominium Board. The Condominium Board may appoint additional officers. None of the officers of the Condominium need be Unit Owners or have any interest therein or be Condominium Board Members until the first organizational meeting of the Condominium Board following the first annual meeting. Thereafter, the President and Vice President must be Members of the Condominium Board. Except as otherwise provided by the Condominium Board, no officer shall receive any compensation for acting as such. The By-laws provide that all instruments of the Condominium are to be executed by any officer thereof or by such other person or persons as may be designated by the Condominium Board**.**

**Repair or Reconstruction after Fire or Other Casualty**

In the event that the Condominium or any part thereof is damaged or destroyed by fire or other casualty, the Condominium Board will, except as set forth below, arrange for the prompt repair and

restoration thereof (including each Unit, but excluding fixtures, furniture, furnishings or other personal property not constituting a part of such Unit).

If the Condominium is damaged or destroyed by fire or other casualty and the insurance proceeds are insufficient to cover, or exceed, the cost of repairs and restoration, the deficit or surplus, as the case may be, will be shared 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 the 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.

If 75% or more of the Condominium is destroyed or substantially damaged by fire or other casualty 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 Condominium 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 the Unit Owner's share of such funds such amounts as may be necessary to discharge all unpaid liens on the Unit (other than mortgages which are not Permitted Mortgages) in the order of the priority of such liens. Any action to terminate the legal status of the Condominium after substantial destruction or a Taking shall require the written consent (which consent shall not be unreasonably withheld or delayed) of the Permitted Mortgagees representing at least fifty-one (51%) percent of the Common Interests of all Units which are subject to Permitted Mortgages or by a majority of the Mortgage Representatives, if any.

Notwithstanding anything contained herein to the contrary, the proceeds of all policies of physical damage insurance maintained by the Condominium Board shall be payable to the Condominium Board in the event of a loss amounting to $1,000,000 or less. In the event that such proceeds are in excess of $1,000,000, such proceeds shall be payable to a New York City bank or trust company designated by the Condominium Board as insurance trustee pursuant to the provisions of the By-laws. The insurance trustee shall hold all such proceeds in accordance with Section 254-(4) of the New York Real Property Law.

**Insurance**

The Condominium Board is required to obtain and maintain, in accordance with the provisions of the By-laws, to the extent obtainable and to the extent determined by the Condominium Board to be appropriate, the following insurance: (a) fire insurance with all risk extended coverage, vandalism and malicious mischief endorsements, insuring the entire Condominium (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, and all Unit Owners and Permitted Mortgagees, as their respective interests may appear, in an amount equal to the full replacement value of the Condominium (exclusive of foundation and footings); (b) rent insurance in an amount equal to General Common Charges for one year; (c) worker's compensation and New York State disability benefits insurance; (d) boiler and machinery insurance; (e) plate glass insurance to the extent, if any, determined by the Condominium Board; (f) water damage insurance and flood insurance to the extent, if any, determined by the Condominium Board; (g) elevator liability and collision insurance; (h) fidelity insurance covering all the Condominium Board and all officers, directors and employees of the Condominium; (i) directors and officers liability coverage; and (j) such other insurance as the Condominium Board may determine.

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 Condominium Board meeting following the first annual meeting of the Unit Owners shall be in at least the sum set forth in the First Year's Budget.

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 cancelled or substantially modified without at least 30 days' prior written notice to the Condominium Board and to all of the insureds, including all Unit Owners and Permitted Mortgagees who have requested the same from the Condominium Board in writing. Duplicate originals or certificates of insurance of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all Unit Owners and Permitted Mortgagees, who have requested the same from the Condominium Board in writing. Renewals shall be obtained at least 10 days prior to the expiration of the then current policies.

The Condominium Board shall also be required to obtain and maintain, to the extent obtainable, comprehensive general liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Property, in such limits as the Condominium Board may from time to time determine, covering (1) the Condominium Board, Managing Agent or agents thereof, each Condominium 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 Unit or within the Common Elements, if any, exclusive to such Unit Owner's Unit. The Condominium Board shall review such limits not less than once each year. Until the first meeting of the Condominium Board following the first annual meeting of Unit Owners, such liability insurance shall be in at least the sum set forth in Schedule B with respect to bodily injury and property damage, combined single limit. The insurance discussed above shall also include cross-liability claims of one insured against another.

Any insurance maintained by the Condominium Board may provide for such deductible amounts as the Condominium Board may determine. The premiums for all insurance referred to above shall be a General Common Expense.

All Unit Owners are required to obtain casualty and liability insurance for their own benefit covering their Units, any Limited Residential Common Element appurtenant thereto, including Storage Bin Licenses and Parking Space Licenses, if any. All such policies shall contain waivers of subrogation, if available, and the liability of the carriers issuing insurance obtained by the Condominium Board shall not be affected or diminished by reason of such additional insurance carried by any Unit Owner.

**Liability of the Condominium Board and Unit Owners**

Every contract made by the Condominium Board or by any Managing Agent or manager thereof shall state that (a) it is made only as agent for all Unit Owners and the Members of the Condominium Board, Managing Agent or manager thereof 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 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. To the extent permitted by Law, the Members of

the Condominium Board shall have no liability to Unit Owners except that a Member of the Condominium Board shall be liable for such Member's own bad faith or willful misconduct. All Unit Owners shall jointly, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify each Member of the Condominium Board against any liability or claim except those arising out of such Member's own bad faith or willful misconduct. This indemnification obligation shall include all actions taken by Condominium Board Members and officers relating to compliance with the Restrictive Declaration and the Condominium's obligations with respect to the Triangle Park. The Condominium Board may contract or effect any transaction with any Member of the Condominium Board, any Unit Owner, Sponsor, or any affiliate of any of them without incurring any liability for self-dealing except in cases of bad faith or willful misconduct.

**Reports to Unit Owners**

An annual report of the receipts and expenditures of the Condominium, certified by an independent certified public accountant, shall be submitted by the Condominium Board to all Unit Owners approximately 4 months after the end of each fiscal year.

**Amendments to Condominium Documents**

Generally, subject to certain exceptions concerning, among other things, Sponsor and the Non-Residential Unit Owners, and provided that required consents of the Mortgage Representatives, if any, are obtained (if applicable), any provision of the Declaration, By-Laws or Rules and Regulations affecting the (i) General 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, and (ii) the Residential Common Elements or all Residential Unit Owners may be amended, modified, added to or deleted by the affirmative vote of at least 66 2/3% in number and Residential Common Interest of all Residential 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.

No amendment, modification, addition or deletion of the Declaration, By-Laws or Rules and Regulations, other than those required by Law, shall be effective (a) against Sponsor or any Unsold Unit unless Sponsor has given its written consent thereto, or (b) against the holder of any mortgage, pledge or other lien or security interest covering any Unsold Unit unless such holder has given its prior written consent thereto, or (c) against any Non-Residential Unit Owner and/or any Non-Residential Unit without the prior written consent of the affected Non-Residential Unit Owner.

**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 each of the Non-Residential Unit Owners and at least 80% in number and in Residential Common Interest of all Residential Unit Owners. Such vote shall not be effective, however, without the written consent (which consent shall not be unreasonably withheld or delayed) of the Permitted Mortgagees representing at lease fifty-one (51%) percent of the Common Interests of all Units which are subject to Permitted Mortgages or by a majority of the Mortgage Representatives, if any.

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 the Unit (other than mortgages which are not Permitted Mortgages), in the order of priority of such liens.

**Residential Units Acquired by Condominium Board**

All Residential Units acquired or leased by the Condominium Board or its designee shall be held by the Condominium Board, or its designee, on behalf of all Residential Unit Owners and the rent or purchase price, closing costs and adjustments payable in connection therewith shall be assessed against all Residential Unit Owners. No Residential Units held by the Condominium Board shall carry any voting rights.

The purchase of any Residential Unit by the Condominium Board on behalf of the Residential Unit Owners, may be made from the funds deposited in the capital and/or expense accounts of the Condominium Board. If the funds in such account are insufficient to effectuate any such purchase, the Condominium Board may levy an assessment against each Residential Unit Owner in proportion to the Common Interest, as a Common Charge and/or the Condominium Board may, in its discretion, finance the acquisition of such Residential Unit; provided, however, that financing may only be obtained when permitted by the By-laws and that no such financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit to be purchased together with its Common Interests.

**Procedure to Review Real Estate Tax Assessments**

The Condominium Board, on behalf of and as agent for all Residential Unit Owners, will be authorized to commence, pursue and settle certiorari proceedings to obtain reduced real estate tax assessments with respect to Units. All Residential Unit Owners will share the costs in connection therewith and the benefits derived therefrom based on their respective Residential Common Interests. In the event any Residential Unit Owner individually seeks to have the assessed valuation of the Residential Unit reduced by bringing a separate certiorari proceeding, the Condominium Board, if necessary for such proceeding, will execute any documents or other papers required for, and otherwise cooperate with such Residential Unit Owner in pursuing, such reduction, provided that such Residential Unit Owner indemnifies the Condominium Board from all claims, costs and expenses (including, without limitation, reasonable attorneys' fees and costs) resulting from such proceedings.

**Mechanics' Liens**

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

**Easements**

In order to facilitate the operation and maintenance of the Building, and the sale or leasing of Units therein, each of the Units will be subject to certain easements including easements in favor of Sponsor, other Unit Owners and the Condominium Board. These easements, which are more particularly set forth in the Declaration, include an easement of support and necessity in favor of all other Units and

their appurtenant Limited Residential Common Elements and the Common Elements, and an easement in favor of each Unit Owner to use, operate, maintain, repair, alter, rebuild, restore and replace the Common Elements provided that such easements shall be exercised in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes. In addition, as set forth in Articles 10 and 11 of the Declaration, Sponsor and the Non-Residential Unit Owners have been granted certain easements with respect to the use and operation of their respective Units.

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

**The Declaration and By-laws**

A copy of the Declaration and a copy of the By-laws are set forth in Part II of the Plan.

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

The following discussion of certain income tax consequences of the ownership of Residential Units by Purchasers who use such Residential Unit as a personal residence was prepared by Sponsor based, in part, upon the income tax opinion of Roberts & Holland LLP, having an office at 825 Eighth Avenue, 37th Floor, New York, New York 10019, a copy of which is set forth in Part II of the Plan.

ROBERTS & HOLLAND LLP IS SPECIAL TAX COUNSEL TO SPONSOR AND NOT THE RESIDENTIAL UNIT OWNERS. EACH PURCHASER SHOULD CONSULT PURCHASER'S OWN TAX COUNSEL AS TO THE TAX CONSEQUENCES OF RESIDENTIAL UNIT OWNERSHIP UNDER THE PLAN.

**Income Tax Deductions to Residential Unit Owners**

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

It is the opinion of Roberts & Holland LLP that a Residential Unit Owner who uses the Residential Unit as a personal residence 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 accrued in the case of other taxpayers, subject to certain exceptions and limitations which are more particularly discussed in the Attorney's Income Tax Opinion. Purchasers should note that deductions, if applicable, may vary in future years due to changes in the interest rate or the Residential Unit Owner's mortgage or from changes in the allocation of the 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. Purchasers who are individuals should note that mortgage interest is deductible generally

only with respect to (1) secured debt used to acquire, construct or substantially improve a principal or second residence (or which constitutes a refinancing of such debt) (up to a total indebtedness of $1 million, $500,000 for married tax payers filing separately) plus (2) other debt (not in excess of $100,000) secured by a principal or second residence. Interest on home mortgage debt in excess of these limitations would not be deductible. In addition, Residential Unit Owners should note that special limitations may apply to the deductibility of points and prepaid interest, if any, on their mortgage loans and to the overall allowance of itemized deductions.

**Tax Status of the Condominium**

As discussed in the Attorney's Income Tax Opinion, the Condominium should meet the requirements for qualification as a "homeowners association," under Internal Revenue Code Section 528 and accordingly, may elect not to be subject to Federal income tax on amounts received as membership dues, fees or assessments from Residential 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. These other income sources include gross income from Condominium membership dues, fees and assessments received from Retail, Storage, Community Facility, and Garage Unit Owners, as well as gross income derived from the leasing of laundry facilities and from investments, all reduced by any allowable deductions and taxed at the rate of thirty (30%) percent. Deductions are allowed for expenses related to the production of non-exempt income, but only if such expenses are directly connected with the production of such income. A specific deduction of one hundred ($100) dollars is allowed against non-exempt income.

Accordingly, if the Condominium qualifies and makes a timely election under Section 528 of the Code, it would be taxed only upon net income from Condominium membership dues, fees and assessments received from Retail, Storage, Community Facility, and Garage Unit Owners and from other sources including income from the leasing of laundry facilities and from investment income, if any. If the Condominium is operated for the first year of operation in such a manner that the income projected in Schedule B of the Plan is received and the expenses on said Schedule B are incurred and paid, it is our opinion that the Condominium will qualify to make the Section 528 election for the first year of Condominium Operation.

If the Condominium does not qualify as a "homeowners association," or if it does but chooses not to make the necessary election, it will be taxable as a partnership or corporation for Federal and New York State income tax purposes.

The qualification of an organization as a "homeowners association" is determined annually at the close of each taxable year, and it is possible that if the Condominium does not qualify in one year, it may nevertheless qualify in one or more future years.

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 Roberts & Holland, LLP as Special Tax Counsel to Sponsor, bases its opinion, will not change. In addition, none of the aforesaid give any warranties with respect to the tax consequences of the Plan or the tax consequences of ownership of any Residential Units offered under the Plan, and no one has been authorized to give any warranties.

## REAL ESTATE TAXES

It is estimated that the aggregate real estate taxes payable with respect to all Residential Units for the first year of Condominium operation will total approximately $10,183,481, assuming (a) a taxable assessed valuation for the Property of $45,269,831 for 4 months of 2015/16 reflecting the assessment for a partially constructed property and a taxable assessed value of $93,253,279 for 8 months of 2016/17 based on the real estate tax projection opinion prepared by Marcus & Pollack LLP dated March 20, 2013 set forth in Part II of the Plan, and (b) a tax rate of 13.181 per $100 of assessed valuation for the 2015/16 and 2016/17 tax years. Purchasers should note that once the Condominium is assessed as being fully constructed in the tax year 2016/17, it is estimate that the real estate taxes for the Residential Units will total approximately $12,291,715.

It is estimated that the aggregate real estate taxes payable with respect to the Retail Units for the first year of Condominium operation will total approximately $144,935, assuming (a) a taxable assessed valuation for the Property of $825,478 for the 4 months of 2015/16 reflecting the assessment for a partially constructed property and a taxable assessed value of $1,700,439 for the 8 months of 2016/17 based on the real estate tax projection opinion prepared by Marcus & Pollack LLP dated July 24, 2013 set forth in Part II of the Plan, and (b) a tax rate of 10.288 per $100 of assessed valuation for the 2015/16 and 2016/17 tax years. Purchasers should note that once the Condominium is assessed as being fully constructed in the tax year 2016/17, it is estimate that the real estate taxes for the Retail Units will total approximately $174,941.

It is estimated that the aggregate real estate taxes payable with respect to the Community Facility Unit for the first year of Condominium operation will total approximately $320,963, assuming (a) a taxable assessed valuation for the Property of $1,828,039 for the 4 months of 2015/16 reflecting the assessment for a partially constructed property and a taxable assessed value of $3,765,656 for the 8 months of 2016/17 based on the real estate tax projection opinion prepared by Marcus & Pollack LLP dated July 24, 2013 set forth in Part II of the Plan, and (b) a tax rate of 10.288 per $100 of assessed valuation for the 2015/16 and 2016/17 tax years. Purchasers should note that once the Condominium is assessed as being fully constructed in the tax year 2016/17, it is estimate that the real estate taxes for the Community Facility Unit will total approximately $387,411.

It is estimated that the aggregate real estate taxes payable with respect to the Garage Unit for the first year of Condominium operation will total approximately $254,651, assuming (a) a taxable assessed valuation for the Property of $1,450,356 for the 4 months of 2015/16 reflecting the assessment for a partially constructed property and a taxable assessed value of $2,987,650 for the 8 months of 2016/17 based on the real estate tax projection opinion prepared by Marcus & Pollack LLP dated July 24, 2013 set forth in Part II of the Plan, and (b) a tax rate of 10.288 per $100 of assessed valuation for the 2015/16 and 2016/17 tax years. Purchasers should note that once the Condominium is assessed as being fully constructed in the tax year 2016/17, it is estimate that the real estate taxes for the Garage Unit will total approximately $307,369.

It is estimated that the aggregate real estate taxes payable with respect to the Storage Unit for the first year of Condominium operation will total approximately $6,220, assuming (a) a taxable assessed valuation for the Property of $35,426 for the 4 months of 2015/16 reflecting the assessment for a partially constructed property and a taxable assessed value of $72,976 for the 8 months of 2016/17 based on the real estate tax projection opinion prepared by Marcus & Pollack LLP dated July 24, 2013 set forth in Part II of the Plan, and (b) a tax rate of 10.288 per $100 of assessed valuation for the 2015/16 and

2016/17 tax years. Purchasers should note that once the Condominium is assessed as being fully constructed in the tax year 2016/17, it is estimate that the real estate taxes for the Storage Unit will total approximately $7,508.

In arriving at the assessed valuation for each Unit in the Condominium, the Condominium is first assessed as an entity. This overall assessment is then apportioned among the respective units, each of which will be assigned a tax lot designation once the Declaration has been recorded and the Floor Plans are filed with the Registers Office. For purposes of Schedule A, the projected real estate taxes for the Units were based on Common Interest percentages. It is possible that the apportionment will be based in part upon the proportion the projected selling price presented in the Plan for each Unit bears to the gross sellout price for all Units available for purchase in the Condominium and in part upon extrinsic indicia of value, including location, square footage, amenities, income producing potential and existing leases on particular Units.

In the event the Units have not been separately assessed for real estate tax purposes by the New York City Department of Finance ("Finance Department") prior to the First Closing, the obligation of the Condominium to pay real estate taxes to the Finance Department for the next ensuing tax period, ("Future Taxes") shall be secured by Sponsor delivering at the First Closing to Goldfarb & Fleece LLP ("Escrow Agent"), either cash, a letter of credit, or a surety bond ("Tax Security") in the amount of the Future Taxes. Escrow Agent shall hold the Tax Security in escrow for the benefit of the Condominium. At each Closing prior to the date the Units are separately assessed and billed, Purchasers will be obligated to pay to Escrow Agent an amount equal to the Unit's pro-rata share of the Future Taxes (computed by multiplying the common Interest of the Unit by the amount of the Future Taxes) ("Unit Tax Payment"). Purchasers are further advised that in addition to making a Unit Tax Payment to the Escrow Agent, a Purchaser's lender may also requires that funds be placed in escrow with such lender for such real estate tax payments. Unit Tax Payments will not be placed in an interest-bearing account by Escrow Agent. The Future Taxes shall be paid to the Finance Department when due by Sponsor, or by Escrow Agent using the Tax Security, either at Sponsor's direction, or upon Sponsor's failure to make such payment. If Sponsor pays the Future Taxes directly, the Tax Security shall be released to Sponsor upon delivery to Escrow Agent of proof of payment from the Finance Department of the Future Taxes. If at the time the Future Taxes are paid, the amount of the Future Taxes is reduced by the Finance Department as a result of the implementation of real estate tax benefits, Escrow Agent shall make appropriate refunds to Sponsor and Purchasers who deposited Unit Tax Payments with Escrow Agent.

At such time as the Units have been separately assessed for real estate tax purposes, and real estate tax bills are issued by the New York City taxing authorities to each Unit Owner, such Unit will be taxed as a separate tax lot for real estate tax purposes and a Unit Owner will not be responsible for the payment of, nor will the Unit be subjected to any lien arising from the non-payment of real estate taxes assessed against other Units.

The Unit Power of Attorney which each Purchaser shall be required to sign at Closing, the form of which is set forth in Part II of the Plan, authorizes the Condominium Board to commence, pursue, appeal, settle and/or terminate administrative and certiorari proceedings to obtain reduced real estate tax assessments with respect to the Residential Units, including retaining counsel and taking any other actions which the Condominium Board deems necessary or appropriate.

As of the Filing Date of the Plan, there are no tax certiorari proceedings pending for the reduction of real estate taxes with respect to the Property other than tax certiorari proceedings pending for the tax years 2011/2012, 2012/2013, and 2013/14.

The tax projections found in Schedule A are merely estimates and cannot be construed as an assurance of the actual amount of real estate taxes that will be assessed.

## WORKING CAPITAL FUND AND APPORTIONMENTS

A Purchaser of a Residential Unit purchased directly from Sponsor shall be required to make a non-refundable contribution at the Closing to the working capital fund of the Condominium ("Working Capital Fund") in an amount equal to 2 month's Common Charges assessed against the Residential Unit at the time of Closing. No payment to the Working Capital Fund will be made by the Condominium Board as Purchaser of the Resident Manager's Unit.

At or subsequent to the First Closing, Sponsor will apportion with the Condominium the following items as of midnight of the day preceding the First Closing, to the extent applicable:

1. employees' wages, vacation and severance pay, pension and welfare benefits and accruals and all other payments or obligations relative to the employees of the Condominium.

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 service, maintenance and concession contracts.

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

7. cost of building supplies on hand at Sponsor's cost (including sales tax).

8. premiums for transferable insurance policies, if any.

9. janitorial service fees, if any.

10. management fees.

11. building supplies (including, but not limited, to uniforms, cleaning supplies, carts, luggage).

12. other customary closing 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 set forth above, the customs in respect to title closings adopted by the Real Estate Board of New York, Inc., as amended, shall apply to apportionments and the other matters mentioned above.

At the First Closing, certain apportionments will be made between the Sponsor and the Condominium. If the result of the Closing adjustments is a net credit in favor of the Condominium, Sponsor will contribute the amount of such net credit to the Working Capital Fund. If the result of the Closing adjustments is a net credit in favor of Sponsor, the then existing amount of the Working Capital Fund is to be used for payment by the Condominium Board of any net closing adjustment expenses owed to Sponsor at the First Closing. If there remains a net credit in favor of Sponsor, the payment of any net credit shall be deferred and paid to Sponsor by the Condominium in one or more installments on or prior to the first anniversary of the First Closing, without interest, pursuant to an unsecured, negotiable, promissory note to be executed by the Condominium and delivered to Sponsor at the First Closing. Such promissory note may be prepaid by the Condominium in full at any time, or in part from time to time, without penalty. Such payments shall be promptly made to Sponsor by the Condominium from the Working Capital Fund as funds are collected from Purchasers.

The Working Capital Fund will be used for working capital, a reserve for repairs or for such other appropriate purposes as will be determined by the Condominium Board and may be augmented by allocations from the monthly Common Charges. While Sponsor controls the Condominium Board, the Working Capital Fund will not be used to reduce Common Charges. (See the Section of the Plan entitled "Control By Sponsor" for further details.)

The Condominium Board will be able to utilize the funds 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 Residential Units.

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, including repairs, replacements or major improvements, for the first or any subsequent year of Condominium operation. If additional funds are required over and above the Working Capital Fund to cover expenses of the Condominium operation, it may be necessary to increase Common Charges or make special assessments. Neither the Department of Law nor any other government agency has passed upon the adequacy of the Working Capital Fund.

## RESERVE FUND; CONTINGENCY

This Plan provides for the establishment of a Reserve Fund as set forth in Schedule B. It is not anticipated that the Condominium will require capital expenditures of a material nature within five (5) years following the First Closing, as it will be either entirely new construction or renovated construction. The Reserve Fund provided for in the First Year's Budget is intended to provide a fund for unanticipated capital expenses, repairs and replacements not included in the First Year's Budget, and the amount of the Reserve Fund was determined by recommendation of Strategic Inspections, LLC, Sponsor's reserve study consultant, in a written reserve study report dated March 7, 2013. A copy of the reserve study is included in the back-up exhibits submitted with this Plan. No reserve fund for capital expenditures has been established except as expressly specified in the projected Budget, and such fund may not be sufficient to fully meet the cost of any major capital repairs or replacements which may be required. If additional funds are required to meet such costs, it may be necessary to increase Common Charges or institute a Special Assessment.

The contingency provided for in the Schedule B – Projected Budget for First Year of Condominium Operation is intended to provide a fund for unanticipated expenses not included in the budget and for possible increases in operating expenses above the amounts projected if the Working Capital Fund is not sufficient to cover such costs. The contingency is not intended and may not be sufficient to meet the cost of any major operating expenses which may be required. If additional funds

are required to meet such expenses, it may be necessary for the Condominium Board to increase Common Charges or impose Special Assessments.

## MANAGEMENT AGREEMENT, CONTRACTS AND LEASES

### Management Agreement

It is presently contemplated that, prior to the First Closing, the Condominium Board will enter into a management agreement with Rudin Management Co., Inc. ("RMC") 345 Park Avenue, New York, New York 10154 for an initial term of six (6) years, subject to the right of RMC to cancel same at any time without cause upon at least 30 days prior written notice and the right of the Condominium Board to cancel for certain defaults by RMC thereunder after notice and opportunity to cure. Thereafter, the management agreement will be automatically renewed on a yearly basis until canceled by either party on thirty (30) days prior written notice. RMC is an entity related to Sponsor.

The Managing Agent will receive a stated annual fee of $200,000 per annum, payable in equal monthly installments, with annual 2 1/2% increases on each anniversary of the commencement date of the management agreement. In addition, for services rendered to Residential Unit Owners (other than Sponsor), in connection with processing applications to (i) sell, lease or otherwise transfer Residential Units and obtaining necessary waivers of the right of first refusal by the Condominium Board, (ii) mortgage or refinance of an existing mortgage on a Residential Unit and (iii) alter or renovate a Residential Unit, the Managing Agent shall receive a fee from the Residential Unit Owner in such amounts as shall be determined, time to time, by the Condominium Board. The stated annual fee will be paid by the Condominium Board and will be charged to all Unit Owners as a Common Expense. In addition, Unit Owners shall be responsible for certain itemized fees on a usage basis as follows: Sale or Lease or Sublease of Unit, Storage Bin License and/or Parking Space License: $1,000.00; Renewal of Lease for a Unit (same tenant): $500.00; Transfer of Title (related party transaction): $500.00; Move in/out coordination fee: $1,000.00; alteration coordination fee: $1,500.00. In addition, Agent shall be reimbursed for any out-of-pocket costs incurred by Agent incurred by Agent including the costs of any credit reports it is required to order, postage, messenger and duplicating costs. The aforementioned costs may be modified by Managing Agent from time to time in accordance with the terms of the Management Agreement.

The management fee is comparable to the fee for similar services in comparable buildings.

Sponsor will guarantee the obligation of the Managing Agent to provide all such services and facilities unless a majority of the Condominium Board is composed of persons other than Sponsor or individuals designated by Sponsor.

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

(i) billing and collecting Common Charges;

(ii) causing the Common Elements to be maintained, repaired and altered in the manner deemed advisable by the Condominium Board, except that the approval of the Condominium Board is necessary for any expenditure of over $25,000.00 for any one item of ordinary repairs or alterations (other than emergency repairs);

(iii) contracting for necessary services for the Common Elements (such as utility, exterminator, elevator and fuel services), as authorized by the Condominium Board;

(iv) purchasing all supplies necessary to properly maintain and operate the Common Elements;

(v) checking all bills received in connection with the operation of the Common Elements and causing all such bills and other expenses to be paid;

(vi) supervising, hiring and discharging employees, which duty may be delegated by the Managing Agent to one or more persons in its general employ;

(vii) rendering monthly statements of receipts and disbursements to the Condominium Board;

(viii) maintaining payroll records and filing withholding tax statements for employees;

(ix) maintaining accurate sets of books for the Condominium (other than books of account to be maintained by the Condominium's accountants) and orderly files of rent records, insurance policies, leases, receipted bills, and the like;

(x) preparing and submitting to the Condominium Board, on an annual basis, operating budgets setting forth the anticipated income and expenses for the ensuing year;

(xi) attending meetings of the Condominium Board and Unit Owners, and preparing agendas and sending notices relating to such meetings.

(xii) causing to be obtained and maintained insurance for the Condominium in amounts deemed advisable by the Condominium Board.

(xiii) processing applications of Unit Owners for permission to alter the Residential Units;

(xiv) processing applications for waivers of the right of first refusal; and

(xv) generally, doing all things deemed reasonably necessary or desirable by the Condominium Board for the proper management of the Building.

All disbursements incurred by the Managing Agent in performance of its duties will be reimbursed by the Condominium Board and charged to the Unit Owners as a Common Expense, subject to certain allocations as set forth in the footnotes to Schedule B. In addition, the Condominium Board will indemnify the Managing Agent against any claims or liabilities in connection with acts properly performed by it pursuant to the instructions of the Condominium Board or for personal injury or property damage not resulting from the Managing Agent's gross negligence or willful failure to comply with its obligations under the management agreement.

The Managing Agent's contract is not assignable without the consent of the Condominium Board, except with respect to an affiliate of Managing Agent.

Sponsor reserves the right during the Initial Control Period to designate any other reputable managing agent to perform all of the duties and services to be performed by the Managing Agent under the Plan and if Sponsor does so, Sponsor will cause such other managing agent to accept employment on terms substantially similar to the terms specified above.

All Members of the Condominium Board, officers and employees of the Condominium and officers and employees of the Managing Agent (during the term of the management agreement) will be bonded at all times from and after the First Closing under fidelity bonds in favor of the Condominium in the amount of $100,000.00 for each loss. The cost of the bonds will be borne by the Condominium Board and charged to the Unit Owners as a Common Expense, and has been provided for in the estimate of Common Charges contained in the First Year's Budget.

**Other Agreements**

Upon commencement of Condominium operation, the Property will be subject to the agreements affecting the Condominium (see footnotes to Schedule B for details of the agreements in effect or proposed at the date of presentation of the Plan), as well as the Restrictive Declaration.

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## IDENTITY OF PARTIES

**Sponsor**

West Village Residences LLC is a limited liability company organized under the laws of the State of Delaware with an office at 345 Park Avenue, New York, New York 10154 ("Sponsor"). The sole member of Sponsor is West Village Holdings LLC, a Delaware limited liability company ("Holdings"), having an address c/o Rudin Management Co., Inc., 345 Park Avenue, New York, New York 10154. Holdings is owned by Global RWV LLC ("Global"), Rudin West Village LLC, and Atlantic West Village L.P.

The principals of Sponsor consist of the executive committee of Holdings: William C. Rudin, John J. Gilbert III, Eric C. Rudin, Samuel Kellner, Wendy Mosler and Peter Allen.

William C. Rudin, Eric C. Rudin and John J. Gilbert III are principals of Sponsor under this Offering Plan. The aforementioned principals of Sponsor have offices located at 345 Park Avenue, New York, New York 10154. The aforementioned Sponsor's principals have not taken part in any public offerings of condominium or cooperative interests in the State of New York in the past five years except that William C. Rudin and Eric C. Rudin, as principals of entities which are holders of unsold units or unsold shares, as the case may be, have taken part in the following public offerings of condominium and cooperative interests in the State of New York in the past five years: 130 West 12th Street Condominium, 130 West 12th Street, New York, New York, which offering plan was originally accepted for filing on September 9, 2011; Square Arch Realty Corp., 2 Fifth Avenue, New York, New York, which offering plan was originally accepted for filing on June 14, 1985 and Park 65 Realty Corp., 65 Central Park West, New York, New York, which offering plan was originally accepted for filing on November 21, 1986.

Samuel Kellner, Wendy Mosler and Peter Allen are the remaining principals of Sponsor and are President, Executive Vice President and Senior Vice President, respectively, of Eastgate Realty, a division of O.S.L. Shipping and Development, Inc. ("Eastgate Realty"). Eastgate Realty has the exclusive authority to act as agent for Global. The aforementioned Sponsor's principals have not taken part in any public offerings of condominium or cooperative interests in the State of New York in the past five years

except that (i) Samuel Kellner has taken part in the offering of Fifty United Nations Plaza, 50 United Nations Plaza, New York, New York, the offering plan of which was originally accepted for filing on November 3, 2008 and (ii) Peter Allen has taken part in the offering of 18 Gramercy Park, 18 Gramercy Park South, New York, New York, the offering plan of which was originally accepted for filing on May 23, 2012.

The principals of Sponsor referenced above are current in their respective financial obligations with respect to the referenced projects.

There have been no prior felony convictions of Sponsor, or any principals of Sponsor and no prior convictions, injunctions and judgments against Sponsor, or any principals of Sponsor that may be material to the Plan or an offering of securities generally that occurred within 15 years prior to the submission of the Plan.

In addition to Sponsor, the individual principals of Sponsor are required by the Department of Law to execute the Certification by Sponsor and Sponsor's Principals ("Certification") set forth in Part II of the Plan, solely in connection with enforcement by the Department of Law of Article 23-A of the General Business Law (the "Martin Act"). Consistent with a recent First Department decision, the principals of Sponsor expressly disclaim the existence of any private right of action for contract claims by individual unit owners (or a board on their behalf) in connection with or arising solely from their execution of the Certification of Sponsor and Principals, absent liability under another statute or under an alter-ego or other veil-piercing theory. See Board of Managers of 184 Thompson Street Condominium v. 184 Thompson Street Owner LLC. et al, 2013 N.Y. Slip Op 03574 (1st Dept. May 16, 2013). The Purchaser will specifically acknowledge and agree to the above limitation on personal liability in the Option Agreement**.**

**Attorneys for Sponsor**

Sponsor has retained the law firm of Goldfarb & Fleece LLP, having an office at 345 Park Avenue, New York, New York 10154, to represent it in connection with the Plan, to serve as Escrow Agent and to represent Sponsor in connection with matters relating to closings. Neal A. Weinstein, Esq. and Nathan Nudelman, Esq. participated in and supervised the preparation of the Plan.

Sponsor has retained the law firm of Roberts & Holland LLP, having an office at 825 Eighth Avenue, 37th Floor, New York, New York 10019, to provide the Attorney's Income Tax Opinion set forth in Part II of the Plan.

Marcus & Pollack LLP has been retained by Sponsor as special real estate tax attorney in connection with this Plan. This firm prepared the "estimates of real estate taxes" set forth in Schedule A and deliver the Real Estate Tax Projection Opinion set forth in Part II. The offices of Marcus & Pollack LLP are located at 708 Third Avenue, 11th Floor New York, New York 10017.

Attorneys to Sponsor have not undertaken any responsibility for the business or financial terms of this Plan and make no representations with respect to this Plan.

**Selling Agent**

Selling Agent under the Plan is Corcoran Sunshine, having an office at 888 Seventh Avenue, 39th Fl., New York, New York 10106. Selling Agent is a licensed real estate broker whose principals have been engaged in the sale of real estate for many years.

There have been no prior felony convictions of Selling Agent, or any principals of Selling Agent and no prior convictions, injunctions and judgments against Selling Agent, or any principals of Selling Agent that may be material to the Plan or an offering of securities generally that occurred within 15 years prior to the submission of the Plan.

**Managing Agent**

The Managing Agent for the Condominium is Rudin Management Co., Inc. ("RMC") a New York corporation having an office at 345 Park Avenue, New York, New York 10154. RMC is an affiliate of Sponsor. RMC currently manages more than 2,500 residential apartments and co-ops in approximately 20 New York City buildings, including, but not limited to, 130 West 12th Street, 20 West 86th Street, 27 West 86th Street, 40 West 86th Street, 115 West 86th Street, 144 West 86th Street, 65 Central Park West, 241 Central Park West, 25 West 81st Street, 40 Park Avenue, 136 East 55th Street, 215 East 68th Street, 211 East 70th Street, 254 East 68th Street, 211 East 70th Street, 1085 Park Avenue, 300 East 57th Street, 544 East 86th Street, in Manhattan and 1400 Benson Street, Bronx, New York. RMC is a licensed New York real estate broker. William C. Rudin, John J. Gilbert III and Eric C. Rudin, all principals of Sponsor, are affiliated with Managing Agent.

There have been no prior felony convictions of RMC, or any principals of RMC, and no prior convictions, injunctions and judgments against RMC, or any principals of RMC that may be material to the Plan or any offering of securities generally that occurred within 15 years prior to the submission of the Plan.

**Architect of Record**

Sponsor has retained FXFowle Architects, LLP having an office at 22 West 19th Street New York, NY, 10011 as the architect of record for the Building ("Architect"). The Architect prepared the Unit Floor Plans set forth in Part II of the Plan and the Floor Plans which will be filed with the New York City Real Property Assessment Department required in order to create the Condominium. Architect has also examined the physical condition of the Building and has rendered its report thereof and a Certification which is set forth in Part II of the Plan. Architect has been providing architectural services for over 30 years and has been the architect of many Manhattan buildings including The Helena, located at 51 West 57th Street, Archstone Clinton, located at 515 West 52nd, The Oculus, located at 50 West 15th Street, 800 Tenth Avenue, 3 Times Square, 4 Times Square, and 11 Times Square, as well as many others.

**Condominium Budget Expert**

Sponsor has engaged Penmark Management LLC, having an office at 770 Lexington Avenue, New York, New York 10065 as Sponsor's Budget Expert. The Budget Expert estimated all amounts of income and expenses in "Schedule B – Projected Budget for First Year of Condominium Operation" in consultation with Sponsor. The Budget Expert has rendered a certification as to the adequacy of the First Year's Budget and a certification as to the adequacy of the Common Charges payable by the Non-Residential Unit Owners, which may be found in Part II of the Plan.

**Title Company**

New York Land Services, an operating division of Commonwealth National Title Insurance Company having an office at 630 3rd Avenue, New York, New York 10017 has reviewed the Plan and the Condominium Documents and has committed to insure that a valid condominium will be created pursuant to the Condominium Act. The Title Company has insured Sponsor and is prepared to issue fee and/or mortgage title insurance policies to those Purchasers who request them; however each Purchaser is free to

select a title insurance company of its own choosing without incurring any penalties. A form of Unit Owner's Specimen Title Policy, if title insurance is ordered from the Title Company, is set forth in Part II of the Plan.

**Related Parties**

Sponsor and its principals have no affiliation with the Attorneys, the Budget Expert, the Architect of Record, or any person or firm who will provide services to the Condominium subsequent to the First Closing (other than the Managing Agent, as disclosed herein). Neither the Condominium Budget Expert, the Architect of Record nor the Attorneys have any financial interest in the Property, the Units, the Condominium, or this offering, except for the fees for services rendered.

Certain principals of Sponsor are affiliated with the Managing Agent.

**Designation of Secretary of State**

Sponsor, a Delaware limited liability company qualified to do business in New York, has designated the Secretary of State of the State of New York as agent for receipt of service of process.

## REPORTS TO UNIT OWNERS

It is the obligation of the Condominium Board to give all Unit Owners annually:

a. A financial statement of the Condominium prepared by a certified public accountant or public accountant, within approximately 120 days after the end of each fiscal year of the Condominium. Such statement shall be certified while Sponsor is in control of the Condominium Board.

b. At least 30 days' prior notice of the annual Unit Owners' meeting.

c. A copy of the proposed annual budget of the Condominium at least 30 days prior to the date set for adoption thereof by the Condominium Board. While Sponsor is in control of the Condominium Board, such budget shall be certified in compliance with Section 20.4 of the Regulations of the Department of Law.

## DOCUMENTS ON FILE

Pursuant to the provisions of Section 352-e of the New York General Business Law, copies of the Plan, all documents referred to herein and all Exhibits submitted to the Department of Law in connection with the filing of the Plan shall be kept on file and available for inspection by Purchasers and their attorneys without charge, and for copying at a reasonable charge, at Sponsor's office for a period of 6 years after the First Closing. In addition, a set of Floor Plans showing the layout, locations and approximate dimensions of each Unit and its Unit number designation and tax lot number, certified by the appropriate governmental authority of The City of New York as conforming to the official tax lot number for each such Unit, will be filed in the Register's Office following the recording of the Declaration, and an additional set will be furnished to the Condominium Board.

The Declaration and the By-laws will be recorded in the Register's Office in advance of or concurrently with the First Closing. The recording of all deeds conveying individual Units will also be recorded in the Register's Office.

## NO RESERVATION OF AIR OR DEVELOPMENT RIGHTS

Sponsor has not reserved air or development rights with respect to the Condominium. Current zoning does not permit the adding of additional living space on the buildings constituting the Condominium. To the extent additional construction on a roof is permitted by zoning, any such right may only be exercised by a Unit Owner with the express approval of the Condominium Board.

## GENERAL

The Plan does not knowingly omit any material fact or knowingly contain any untrue statement of any material fact. Sponsor believes that the Plan contains a fair summary of the material provisions of the documents referred to in the Plan, including those documents contained in Part II of the Plan. Copies are contained in Part II of the Plan of the forms of Declaration, Bylaws, Option Agreement, Unit Deed, Unit Power of Attorney and other documents, which forms may be revised prior to their recordation or the First Closing, as applicable. Statements made in Part I of the Plan as to the provisions of such documents or any other document referred to in the Plan, copies of which are on file with Sponsor, are not necessarily complete. Each such statement is qualified in all respects by the contents of such documents and, in the case of any such document executed by or with the written consent of a Purchaser pursuant to the Plan, any rider or separate agreement changing or adding provisions to such document.

There are no lawsuits or other legal proceedings now pending, or any judgments outstanding, 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.

Since the Condominium is largely new construction or extensive renovation there are neither commercial nor residential tenants occupying the Condominium as of the date of the Plan.

No party other than 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 the 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 the Plan.

Sponsor reserves the right, from time to time prior to the First Closing, without obtaining the consent of Purchasers or others, to substantially revise the terms and conditions upon which the Residential Units are to be sold, including changes affecting the rights, obligations and liabilities of Sponsor and Purchasers. However, Sponsor may not unilaterally cancel an Option 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 Option Agreement. All substantive or material revisions will be contained in a duly filed amendment to the Plan. If there is a substantial amendment to the Plan that materially and adversely affects Purchasers, except as otherwise provided herein, Purchasers will have a right of rescission which may only be exercised within 15 days from the Presentation Date of such amendment. Sponsor shall promptly return any Premium Payment, together with any interest earned thereon to Purchasers who rescind, except that Sponsor shall retain the Premium Payment of any Purchaser who is in default under the Option Agreement beyond any applicable grace period. Differing purchase prices for similar Units which result from individual negotiations of decreased prices or an

increase in purchase price pursuant to a duly filed amendment, or an increase in the total projected budget by less than 25%, shall not be deemed material adverse amendments.

Pursuant to ILSA, Sponsor has submitted a proposed statement of record ("Statement of Record") to the U.S. Consumer Financial Protection Bureau ("CFPB") disclosing the offering of the Residential Units and storage and parking licenses in the Condominium. Sponsor believes it will be in compliance with its ILSA filing obligations upon CFPB's approval of the Statement of Record. The Department of Law has not verified or approved the content of the Statement of Record. The Statement of Record included a "Property Report", which discloses information regarding the Condominium. Pursuant to ILSA, the form of Option Agreement as set forth as an exhibit in Part II of the Plan includes a provision that if a Purchaser does not receive a Property Report in advance of signing the Option Agreement, the Option Agreement may be cancelled at such Purchaser's option for two (2) years from the date of signing; however, under ILSA, certain circumstances may cause some transactions to be exempt from such requirement and Sponsor makes no representation with respect to the applicability of the foregoing matters to any individual Unit or Option Agreement. Furthermore, pursuant to ILSA, a Purchaser has the option to cancel its Option Agreement by notice to Sponsor until midnight of the seventh ($7^{th}$) day following the signing of the Option Agreement.

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

In addition to Sponsor, the individual principals of Sponsor are required by the Department of Law to execute the Certification by Sponsor and Sponsor's Principals ("Certification") set forth in Part II of the Plan, solely in connection with enforcement by the Department of Law of Article 23-A of the General Business Law (the "Martin Act"). Consistent with a recent First Department decision, the principals of Sponsor expressly disclaim the existence of any private right of action for contract claims by individual unit owners (or a board on their behalf) in connection with or arising solely from their execution of the Certification of Sponsor and Principals, absent liability under another statute or under an alter-ego or other veil-piercing theory. See Board of Managers of 184 Thompson Street Condominium v. 184 Thompson Street Owner LLC. et al, 2013 N.Y. Slip Op 03574 ($1^{st}$ Dept. May 16, 2013). The Purchaser will specifically acknowledge and agree to the above limitation on personal liability in the Option Agreement.

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

No person has been authorized to make any statement or representation or furnish any information not expressly contained herein. Any information, data, or representations not contained herein or in the documents and exhibits referred to herein must not be relied upon. The Plan may not be changed or modified orally.

The Property has not been the subject of a prior public offering.

Neither Sponsor nor its principals have entered into any contracts or agreements, written or oral, for the sale or transfer of any of the Units offered in the Offering Plan nor taken any deposits or advances of funds by or on behalf of Sponsor in connection with the reservation, sale or transfer of such Units, prior to the submission of the Offering Plan to the Department of Law.

As of the date of the submission of the Plan, the Condominium was under construction and therefore none of the Units in the Building were occupied by either residential or commercial tenants.

## SPONSOR'S STATEMENT OF BUILDINGS CONDITION

Sponsor adopts the "Description of Property and Improvements" set forth in Part II of the Plan and represents that it has no knowledge of any material defects or need for major repairs to the Buildings except as set forth in the Description of Property and Improvements or as contemplated to be made as described therein.

As more fully described above, and subject to the matters described therein, Sponsor anticipates that construction of the Condominium will be sufficiently completed to allow the First Closing to occur as projected in Schedule B. A certificate of occupancy for the Condominium will be issued when the construction of the Condominium is complete. Sponsor will obtain a TCO permitting occupancy of specific Units (as set forth above) prior to the Closing of Title of such Units.

The Units are being sold "as is" in the condition they exist at the time of transfer of title to the Unit, unless Sponsor and the Purchaser of such Unit otherwise agree in writing. Except as otherwise expressly provided in this Plan, Sponsor's obligation to make repairs in any Unit will cease upon the Closing of Title to such Unit.

The Buildings constituting the Condominium are largely newly constructed, although certain limited portions of certain previously existing buildings located on the site will remain and be incorporated into the new construction. The newly constructed portions of the Condominium shall not contain any ACM or lead-based paint. Sponsor has performed such tests as are necessary to determine whether ACM is present in insulating or fireproofing material anywhere in the Buildings and whether there is lead-based paint anywhere in the Buildings. At the time of the First Closing, it is expected that the only remaining lead-based paint or ACM present in the Condominium will be lead-based paint on steel beams and columns in the 150 Building and the 160 Building, and the non-friable asbestos tar on perimeter columns and spandrels of the 140 Building, 160 Building and 145 Building which is behind enclosed terra cotta or façade walls, all as specified more particularly in the Asbestos/Lead-Based Paint Report set forth as an exhibit in Part II of the Plan, and will be fully encapsulated within structural components of such Buildings. Sponsor shall comply with the recommendations, if any, set forth in the report with regard to the presence of ACM and lead-based paint. Unit Owners shall not make any penetrations or modifications to the walls or other components of the Condominium that may expose any lead-based paint or ACM without the prior consent of the Condominium Board.

Local Law 1 of 2004 provides that where an owner has notice of a child under the age of seven resides in the apartment, the "owner' must conduct annual inspections for peeling paint and deteriorated surfaces. An owner must abate and repair peeling paint, smooth all bare floors and repair deteriorated sub-surfaces and binding doors and windows, wherever the forgoing inspection reveals such conditions or an apartment becomes vacant. Sponsor makes no representation as to whether Local Law 1 of 2004 will be further modified, whether the City or State of New York may adopt additional laws dealing with lead based paint or what the provisions of such law may be. 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 Condominium. Sponsor directs Purchasers to the lead-based paint report set forth as an Exhibit to Part II of the Plan for the information provided to Sponsor as a result of lead-based paint investigations. Sponsor will comply with applicable law concerning the use of lead based paint. Set forth as an exhibit to this Plan is a copy of the pamphlet issued by the United States Environmental Protection Agency which details certain information regarding lead based paint. In accordance with the terms of the Option

Agreement for the affected buildings in the Condominium, Purchasers have the right to inspect their Units at Purchaser's request. Please refer to the Option Agreement set forth as an exhibit to Part II of the Plan for more details.

# PART II

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# EXHIBIT 1

DESCRIPTION OF PROPERTY AND IMPROVEMENTS

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1 SEVENTH AVENUE
NEW YORK, NY 10011

To be known upon completion as
140 West 12th Street, New York, New York, 10011
150 West 12th Street, New York, New York, 10011
160 West 12th Street, New York, New York, 10011
155 West 11th Street, New York, New York, 10011
145 West 11th Street, New York, New York, 10011
141 West 11th Street, New York, New York, 10011
139 West 11th Street, New York, New York, 10011
137 West 11th Street, New York, New York, 10011
135 West 11th Street, New York, New York, 10011
133 West 11th Street, New York, New York, 10011

DESCRIPTION OF PROPERTY AND SPECIFICATIONS
11 April 2013

**TABLE OF CONTENTS**


| *SECTION* | | *PAGE* |
|---|---|---|
| A. | Location and Use of Property | 2 |
| B. | Status of Construction | 2 |
| C. | Permits, Certificates, and Approvals | 3 |
| E. | Site | 3 |
| G. | Sub-Surface Conditions | 5 |
| I. | Building Sizes | 6 |
| J. | Building Systems | 8 |
| (1) | Foundation | 8 |
| (2) | Superstructure | 9 |
| (3) | Exterior Walls | 9 |
| (4) | Windows | 11 |
| (5) | Exterior Entrances | 13 |
| (6) | Service Entrances | 14 |
| (7) | Parapets and Copings | 15 |
| (8) | Chimneys | 15 |
| (9) | Terraces and Balconies | 15 |
| (10) | Roof and Roof Structure | 15 |
| (11) | Fire Escapes: | 16 |
| (12) | Yards and Courts | 16 |
| (13) | Interior Stairs within Units | 17 |
| (14) | Interior Doors and Frames | 17 |
| (15) | Elevators | 18 |
| K. | Auxiliary Facilities | 27 |
| L. | Plumbing, Drainage and Sprinkler Fire Protection: | 28 |
| M. | Heating | 30 |
| N. | Gas Supply | 30 |
| O. | Air Conditioning | 31 |
| P. | Ventilation | 31 |
| Q. | Electrical System | 32 |
| R. | Life Safety System | 32 |
| S. | Intercom & Security | 33 |
| T. | Fire and Smoke Detection Systems | 33 |
| U. | Acoustics | 34 |
| V. | Public Area Lighting | 34 |
| W. | Garage and Parking Areas | 34 |
| X. | Swimming Pool | 34 |
| Y. | Recreation Facilities | 34 |
| Z. | Unit Information | 34 |
| AA. | Finishes, Fixtures, and Equipment | 35 |
| BB | Documents | 60 |

A. Location and Use of Property

(1) Addresses:.....140 West 12th Street, New York, New York, 10011
144 West 12th Street, New York, New York, 10011
146 West 12th Street, New York, New York, 10011

150 West 12th Street, New York, New York, 10011
148 West 12th Street, New York, New York, 10011
152 West 12th Street, New York, New York, 10011

160 West 12th Street, New York, New York, 10011

155 West 11th Street, New York, New York, 10011
15 Seventh Avenue, New York, New York, 10011 (Retail Unit 2)
11 Seventh Avenue, New York, New York, 10011 (Service)
7 Seventh Avenue, New York, New York, 10011 (Community Facility)
1 Seventh Avenue, New York, New York, 10011 (Retail Unit 1)

145 West 11th Street, New York, New York, 10011

141 West 11th Street, New York, New York, 10011

139 West 11th Street, New York, New York, 10011

137 West 11th Street, New York, New York, 10011

135 West 11th Street, New York, New York, 10011

133 West 11th Street, New York, New York, 10011

(2) Block Number:.....607
Lot Number:.....1

(3) Zoning District:.....C6-2, R8

(4) Historic District:.....Greenwich Village Historic District

(5) Permissible Use:.....UG 1-12

B. Status of Construction

(1) The Condominium consists of 10 interconnected buildings with certain shared common systems, spaces, cellar, and garage. Construction of the building began in March 2011. It is anticipated that the first Condominium Unit will be substantially completed on or about Fall 2015, unless delayed by weather, strikes, lockouts, acts of God, shortages of, or inability to obtain materials, equipment or labor, governmental restrictions, approvals or preemption, damage by fire or the elements or any other cause over which the Sponsor has no control.

(2) Class of Construction: Class 1B.

(3) Where materials, appliances, equipment, fixtures, furnishings and other construction and design materials and details are specified in this report and/or on the Construction Documents, the Sponsor has reserved the right, in all cases (stated or unstated), to substitute in their place materials, appliances, equipment and/or fixtures as stated in the plan of substantially equal or better quality. Sub-meters may be installed in lieu of direct meters for utilities at Sponsor's sole discretion. Construction conditions may mandate the changing of locations of building systems.

(4) The Condominium Association will have the responsibility and the obligation to maintain and service all equipment and common area installations at its own cost and expense and in accordance with all warrantees and/or operation guidelines or manuals as described in the Plan. Such responsibility shall not inure to the Sponsor and its members, affiliates, subsidiaries, and assigns of the Offering Plan. The Sponsor and its members, affiliates, subsidiaries and assigns shall not be the guarantor of any of the warrantors' obligations or of the warrantees provided as more fully stated in the Plan.

(5) 13th Floor - The DOB has designated the Floors, beginning with the ground level floor, as floor 1, with each floor above numbered sequentially. For purposes of this Plan, the Option Agreement and any related documents, Sponsor has used the same designation, except that for selling purposes, no 13th floor designation will be used, that the floors

designated by the DOB as floor 13 and above are designated herein as floor 14 and above. All references to floors in the unit floor plans will be to selling floors.

C. Permits, Certificates, and Approvals

(1) See attached list of Permits

(2) Certificate of Occupancy: After completion of construction, a Certificate of Occupancy will be issued for the Condominium. The Sponsor will obtain a Temporary Certificate of Occupancy for each Unit prior to the closing of such Unit. The Sponsor shall complete construction and obtain a permanent Certificate of Occupancy for the entire Condominium or for all individual Units that have been sold within two (2) years subsequent to the first Unit closing or prior to the expiration of the Temporary Certificate of Occupancy, as may be renewed, replaced or extended as provided in the Plan.

(3) Landmark Status: The Condominium is located in a Landmark District. All changes must be reviewed by the NYC LPC.

(4) The Sponsor is pursuing an exemption from the requirements of the 2011 New York City Energy Conservation Code, since it is within an Historic District. Sponsor does not guarantee this exemption will be granted, if not granted, the Condominium will be subject to the requirements.

D. Violations

(1) See attached list of violations. Most violations will be removed prior to the first Temporary Certificate of Occupancy. Any remaining violations on common areas will be cleared by the Sponsor.

E. Site

(1) The total lot area is 92,925 SF.

(2) The Condominium will be the only structures on the property. The buildings are located on the east side of Seventh Avenue between West 11th Street and West 12th Street in the Borough of Manhattan, City, County, and State of New York.

(3) No streets are owned or maintained by the Condominium.

(4) The property fronts a portion of the north side of West 11th Street between Sixth Avenue and Seventh Avenue, the east side of Seventh Avenue between West 11th Street and West 12th Street, and a portion of the south side of West 12th Street between Sixth Avenue and Seventh Avenue. These streets are owned and maintained by the City of New York.

(i) The roadway surfaces consist of bituminous asphalt paving.

(ii) The streets are presently pitched to drain through existing cast iron catch basins into the New York City storm water drainage system.

(iii) Any street lighting will be provided by the City of New York.

(5) Sidewalks: The sidewalks on the property shall be new concrete and conform to code. The sidewalks shall be designed and constructed free of tripping hazards and shall be pitched to drain and prevent ponding. In accordance with DOT regulations tree pits, fire hydrants, bollards, streetlights, canopy posts, vault gratings and similar items will exist on the sidewalks. The Condominium shall be responsible for maintaining the sidewalks in accordance with Department of Transportation rules and regulations.

(6) Sidewalk Vaults – there is a section of existing sidewalk vaults to remain beneath the 12th Street sidewalk. The dimensions of this sidewalk vault are approximately 11'-11" wide by 215'-8 ½" long, with a notch of approximately 6'-1" wide by 7'-0 1/2" long reducing the width near the center of the length of the vault. The structural condition of the sidewalk vaults will be evaluated by the structural engineer during construction once the structure is exposed. Any necessary repairs to ensure the structural integrity of the vault will be made. The sidewalk vault is subject to revocable consent and must be maintained in accordance with New York City Department of Transportation regulations. There also are existing Con Edison vaults located in the sidewalks along Seventh Avenue and 12th Street and Transit Authority vaults located in the sidewalk

along Seventh Avenue. The Con Edison vaults along Seventh Avenue are located partially in the Right-of-Way and within the property limits. The vault drains into the building which will need to be maintained by the Condo Association. The Transit Authority vaults will be maintained by the authority.

F. Utilities

(1) Utility services will enter the building below grade from Seventh Avenue, West 11th Street and West 12th Street. All utility services serving the project are provided by Regulated Utility Companies and are directly metered by the respective Regulated Utility Company with submetering provided as described herein.

(2) Electricity: The incoming electrical service for the buildings will be provided at 265/460 volts, 3-phase, 4-wire, and will enter the building from Seventh Avenue. Service switchboards will be located within a dedicated Electrical Switchgear Room on the Basement Level. Electrical distribution will extend from this Switchgear Room to serve all electrical loads throughout the project. The entire electrical service will be served by a single totalized Con Edison revenue meter. The electrical consumption of each Unit will be separately submetered.

(3) Natural Gas: Gas service for the project will be provided by Con Edison via low-pressure gas service: one (1) new 4 in. metered service at 11th Street will serve the gas-fired emergency generator and one (1) new 6 in. metered service at 12th Street will serve the remaining gas-consuming equipment for the Condominium, including cooking gas for the Residential Units.

(4) District Steam: High Pressure Steam service from Con Edison will enter the Condominium near the corner of Seventh Avenue and West 12th Street. This high pressure steam service will be reduced to low pressure steam via a two-stage pressure reducing valve station and will be utilized to satisfy all space heating and domestic water heating thermal loads for the low zone of the Condominium. The domestic water heating thermal load for the high zone is served by gas fire water heaters. Refer to Section L.1 for system description..

(5) Water: Domestic water and fire service will be provided by two (2) NYC DEP 6 in. domestic water services, one (1) from West 11th Street and a second service from Seventh Avenue. Fire service will be provided to the project by two (2) 8 in. fire services, one (1) from West 11th Street and a second service from Seventh Avenue. All water service costs for the project will be accrued by these two (2) service meters. Water for the non residential units will be separately sub metered.

(6) Sewer: The project sanitary and storm systems will connect to City of New York public combined sewer drainage system, as follows:

(i) Three (3) 12 in. combined sanitary/storm connections to the 12th Street sewer.

(ii) One (1) 8 in. combined sanitary/storm connection to the 12th Street sewer.

(iii) One (1) 12 in. combined sanitary/storm connection to the Seventh Avenue sewer.

(iv) Two (2) 8 in. combined sanitary/storm connections to the 11th Street sewer.

(v) One (1) 12 in. combined sanitary/storm connection to the 11th Street sewer.

The charges for sewer service provided to the buildings (including Condominium Units and in the public areas of the buildings) will be levied on the basis of the domestic water consumption described above. Non residential units will be separately sub metered. The combined sanitary/storm connections are in accordance with New York City Department of Environmental Protection regulations.

(7) Telephone: Telephone service will be available to each Residential Unit through wiring and/or raceway provisions provided from the core of each floor to the Residential Units. Within each Residential Unit, there will be a single central panel (NID) for the interface of carrier service to the apartment low-voltage wiring. Depending on the Condominium Unit Owner's choice for voice, data and TV content services, that provider will energize service to the Residential Unit, which will be extended to numerous telephone jack positions within each Residential Unit.

(i) Each Residential Unit Owner will be responsible for arranging final connections, obtaining a service account, for maintenance of wiring within the Residential Unit and for the cost of telephone use for their individual Residential Unit.

(ii) The telephone charges with respect to the public areas of the building (such as the lobby attendant, elevator alarm, fire alarm, etc.) will be borne by the Condominium Association.

(8) Television: Television service will be available to each Residential Unit through wiring provisions which extend from each Residential Unit's NID panel to various TV coaxial jack locations throughout the unit.

(i) Each Residential Unit Owner will be responsible for arranging final connections, obtaining a service account, for maintenance of wiring within the Residential Unit, and for the cost of television service for their Unit.

(ii) The Condominium will not be equipped with a master television antenna system.

(9) Internet Service: Internet service will be available to each Residential Unit through wiring provisions which extend from each unit's NID panel to various RJ-45 (four [4] pair UTP) jack locations throughout the Unit.

(i) Each Residential Unit Owner will be responsible for arranging final connections, obtaining a service account, for maintenance of wiring within the Residential Unit, and for the cost of Internet service for their Unit.

G. Sub-Surface Conditions

(1) The generalized subsurface conditions across the site generally consist of urban fill overlying sand, followed by interlayered sand and silt with occasional clay and boulders, and finally decomposed rock and bedrock. In several areas across the site, a very dense till layer was encountered directly above bedrock.

(2) A field exploration program was performed and consisted of the following subsurface explorations: 30 test borings, 8 groundwater wells in completed boreholes, 12 test pits, and 3 horizontal probes.

(3) Bedrock was encountered in all borings at depths ranging from about 28 ft. to 53 ft. below existing basement slabs. The bedrock consisted of black and gray, slightly to highly fractured, medium-hard, fresh to moderately weathered Quartz Mica Schist and Gneiss. The rock is generally medium hard rock to hard sound rock, NYC Building Code classification 1a to 1c.

(4) During the field exploration, eight groundwater observation wells were installed in completed borings. The groundwater level was measured several times during the field exploration and periodically following the completion of the field exploration. The groundwater level varied across the site and was noticeably affected by weather conditions. The groundwater levels varied across the site between the first set of well readings (July 2011) and the final set of readings (December 2011). Specifically, LB-3(OW) indicated a water level rise of about 2.5 ft. between August 2011 and December 2011. The average increase in the groundwater level was observed to be about 1 ft. between the end of August 2011 and the beginning of December 2011. The typical groundwater levels observed ranged from about elevation 6.8 to elevation 3.4 with an average groundwater elevation at about elevation 6.

(5) Per current FEMA flood maps, the subject property is located in Zone 'X'.

(6) The site is in hurricane evacuation Zone 5 per updated NYC OEM Evacuation maps. Record storm, Hurricane Sandy, that occurred 10/29/2012 did not affect the site in any material manner.

(7) There will be no negative outdoor grading onsite. All exterior site grades have been designed to discharge water to a storm sewer conveyance system.

H. Landscaping and Enclosures

(1) The streetscape improvements include the addition of shade trees in 5'x10' planted tree pits on 11th and 12th street. The 155 Building and Townhouse entrance include landscaped gardens with ornamental trees and understory plantings. The Condominium has a central courtyard at the ground floor with a series of landscaped garden rooms,

which are accessible to all Residential Unit Owners. Also, on the ground floor, the Condominium has private Terraces accessible only to the Units adjacent to them with landscaped planter beds that will contain small trees, shrubs and groundcovers. On the upper levels of the Condominium, Terraces are accessible only to the Units they are adjacent to. There will be limited areas of plantings to provide separations of areas of different uses at certain locations. The Condominium Association will be responsible for maintenance of all landscaped communal areas, plantings, street trees and tree pits.

(2) Plantings: A variety of deciduous and evergreen shrubs, clipped hedges, groundcovers, perennials and bulbs will be provided in the courtyard, certain private terraces and at the 11th street side of the entrance to the 155 building.

(3) Trees: Shade street trees will be planted on 11th and 12th Streets. Ornamental trees will be provided on the 11th street side of the Condominium entrances, the front of the Building's main entrance and the front yard of the townhouses. A combination of shade, ornamental and evergreen trees will be provided in the courtyard.

(4) Fencing: A low decorative metal fence will be provided on raised planter walls for the 11th street landscaped entries of the Condominium. A brick wall 42" or less in height or a metal divider panel, 54" or less in height and 50% open above 42" as limited by code will be provided between adjacent terraces. The landscape walls, dividers and fencing will be new.

(5) Retaining Walls: In the courtyard, brick walls will be provided between the areas accessible to all residential unit owners and the private Terraces. Retaining walls will also be provided at the east end raised garden to create a landscaped terrace. The landscape brick walls and retaining walls will be new.

(6) Gates: Metal gates will be provided at the Townhouse Unit entries on 11th street. Decorative solid wood gates will be provided between the areas accessible to all Residential Unit Owners and the private Terraces and offer private access for the tenants of those units into the central courtyard. Also, two metal gates will be provided at entrances to the west courtyard from the limited access garden areas adjoining the lobbies of 150 West 12th Street and 145 West 11th Street. The metal gates will be new.

(7) Garden Walls: seat walls with stone coping will provide raised planting areas and shaded seating.

(8) Display Pools and Foundations: In the central courtyard a reflecting pool with a fountain will be provided at the entrance of the garden. Two small passive water walls with low pools will be provided at the limited access garden areas adjoining the lobbies of 150 West 12th Street and 145 West 11th Street.

I. Building Sizes

(1) Total height:

(i) 140 West 12th Street: The building has a total height of approximately 113'-9" from the sidewalk to the top of the bulkhead.

(ii) 150 West 12th Street: The building has a total height of approximately 164'-4" from the sidewalk to the top of the bulkhead.

(iii) 160 West 12th Street: The building has a total height of approximately 162'-6" from the sidewalk to the top of the building.

(iv) 155 West 11th Street: The building has a total height of approximately 203'-1" from the sidewalk to the top of the bulkhead.

(v) 145 West 11th Street: The building has a total height of approximately 137'-10" from the sidewalk to the top of the bulkhead.

(vi) 141 West 11th Street: The building has a total height of approximately 65'-8" from the sidewalk to the top of the bulkhead.

(vii) 139 West 11th Street: The building has a total height of approximately 65-'10" from the sidewalk to the top of the bulkhead.

(viii) 137 West 11th Street: The building has a total height of approximately 66'-0" from the sidewalk to the top of the bulkhead.

(ix) 135 West 11th Street: The building has a total height of approximately 66'-1" from the sidewalk to the top of the bulkhead.

(x) 133 West 11th Street: The building has a total height of approximately 66'-4" from the sidewalk to the top of the bulkhead.

(2) Number of sub-cellars and cellars: The Condominium has one cellar.

(3) Number of floors (floor numbers refer to construction floor numbering, final floor naming may differ):

(i) 140 West 12th Street: There are nine floors above grade: Floors 1-6 and penthouses on floor 7-9.

(ii) 150 West 12th Street: There are fifteen floors above grade: Floors 1-12, penthouse on floor 13, mechanical on floors 14-15.

(iii) 160 West 12th Street: There are fourteen floors. Floors 1-10 and penthouses on floors 11-14.

(iv) 155 West 11th Street: On the tower portion of 155 West 11th Street, there are seventeen floors: floors 1-15, penthouses on floors 15-16, and a mechanical penthouse. On the wing of 155 West 11th Street there are seven floors. Floors 1-5 and penthouses on floors 6-7.

(v) 145 West 11th Street: There are eleven floors. Floors 1-8, penthouse on 9-10 and mechanical penthouse.

(vi) 135-141 West 11th Street: There are six floors. Floors 1-5 and a mechanical bulkhead.

(vii) 133 West 11th Street: There are five floors. Floors 1-4 and a stair/mechanical bulkhead.

(4) Equipment Rooms: There will be the following equipment rooms in the Cellar: Mechanical air handlers, pumps, and fans; Electrical equipment room; Fire pump room; Gas meter room; Fountain mechanical room; Pool mechanical room; Fan room; Steam room 1 & 2; Security closet; Storm retention storage tank; Main electrical switchgear room; Network Compartment rooms; Fire Pump room; Telcom closet; Chiller/plant room; Gas Point of Entry room; Plumbing House Trap; Emergency Electrical Equipment room; House Trap and Water Heater Room; PE14 & PE15 control room; Elevator SE 16 Elevator Equipment Room; PE17 control room, PE18 – PE20 Elevator equipment rooms; PRE22 Elevator equipment room.

There will be the following equipment areas in the upper floors of 140 West 12th Street:

(i) 8th Floor: Mechanical Room; PE8 and PE9 control room

(ii) 9th Floor / Roof: Screened-In mechanical area

There will be the following equipment areas in the upper floors of 150 West 12th Street:

(i) 14th Floor: Mechanical Rooms

(ii) 15th Floor / Roof: PE6 and PE7 control room; Screened-In mechanical area

There will be the following equipment areas in the upper floors of 160 West 12th Street:

(i) 11th Floor: Mechanical Room

(ii) 12th Floor / Terrace: Screened-In mechanical area

(iii) 13th Floor / Terrace: Screened-In mechanical area

There will be the following equipment areas in the upper floors of 155 West 11th Street:

(i) 8th Floor: Mechanical Room; PE12 and PE13 control room; Screened-In mechanical area

(ii) 16th Floor: Mechanical rooms; Cooling Towers

(iii) 17th Floor: Domestic water storage tanks; PE2 & PE3 control room; Mechanical room

There will be the following equipment areas in the upper floors of 145 West 11th Street:

(i) 10th Floor: Mechanical rooms; SE11 and PE10 control room

(ii) 11th Floor: Generator room

There will be the following equipment areas in the upper floors of each of the townhouse units located at 141 - 135 West 11th Street:

(i) 6th Floor: Mechanical rooms

There will be the following equipment areas in the upper floors of the townhouse unit located at 133 West 11th Street:

(i) 5th Floor: Mechanical room

(5) Parapet:

(i) 140 West 12th Street: The parapet height facing West 11th street varies from approximately 20" to 21" from finished floor height on floors 7-9. The parapet facing the courtyard varies approximately from 17" to 20" from finished floor height on floors 3-9.

(ii) 150 West 12th Street: The parapet height facing West 11th street varies from approximately 42" to 44" from finished floor height on floor 3 and 14. The parapets facing the courtyard vary from approximately from 18" to 22" from finished floor height on floors 3, 4, and 14.

(iii) 160 West 12th Street: The parapets facing West 11th street varies from approximately 21" to 31" from finished floor height on floors 7, 9, 11-15. Parapets facing the courtyard vary from approximately 4" to 14" from finished floor heights from floors 2-12.

(iv) 155 West 11th Street: The parapets facing 7th avenue vary from approximately 2" to 27" from finished floor height on floors 5-17. The parapets facing West 12th street vary from approximately 2" to 32" from finished floor height on floors 5-17. The parapets facing the courtyard vary from 2" to 54" from finished floor height on floors 3-17.

(v) 145 West 11th Street: The parapet height is approximately 39" from the finished floor on the 10th floor.

(vi) 133-141 West 11th Street: The parapet heights vary from approximately 18" to 32" from floors 5-6.

(vii) Guardrails will be provided at all occupied roof terraces where parapets are not a minimum of 42" tall.

(6) All facades, except those 12" or less from an adjacent façade, are subject to Local Law 11/98 inspection requirements. These facades will need to be inspected at least once every five years in accordance with Local Law 11/98 and the regulations and schedule set forth by the Department of Buildings. Reports from such required inpections must be made in accordance with the regulations. Necessary repairs must be made as required by the regulations and the findings of such inspections and reports.

J. Building Systems

(1) Foundation

(i) The existing foundations, superstructure, and all impacted components of the remaining structures have been modeled, loaded and checked based on current loads and proposed improvements and found to be in satisfactory condition. Where the existing structure was not capable to support new loads reinforcement details have been developed and implemented.

(ii) The Foundation system consists of new 13 3/8" diameter drilled caissons socketed minimum 10' into competent bedrock. Rock sockets are drilled in NYC Building Code Class 1c bedrock or better. Existing H-piles are also re-used to carry the loads of existing and new structures.

(iii) In the northern and western portion of the site there is a 4'-0" mat slab supported by existing piles and new caissons.

(iv) The cellar slab for the new portion consists of a 12" reinforced concrete framed slab on grade. The cellar slab for the building to remain consists of 6" slab on grade with reinforcing fibers.

(v) The cellar walls (existing and new) are reinforced concrete bearing on pile caps. Foundation walls are typically 16".

(vi) The foundation system resists hydrostatic pressure to the design groundwater elevation of elevation 16'. A sub-grade drainage system is not included for the foundation.

(vii) The foundation system, including all below grade walls, slabs, pits, etc. is fully-waterproofed using a waterproofing system to the top of foundation walls.

(viii) All foundation elements bear a minimum of four feet below grade to minimize frost effects.

(ix) At all new foundation walls and slabs a waterproofing membrane will be placed on the exterior sides of the walls and slabs.

(2) Superstructure

(i) The existing foundations, superstructure, and all impacted components of the remaining structures have been modeled, loaded and checked based on current loads and proposed improvements and found to be in satisfactory condition. Where the existing structure was not capable to support new loads reinforcement details have been developed and implemented.

(ii) The ground floor of the new buildings, the courtyard and the new part of the existing buildings will be cast-in place concrete. Slab thickness is mainly 10" flat slab, in some areas there is an 8" one-way slab and above the garage ramp the slab is a 14" flat slab. At the 140 Building where the steel superstructure meets the concrete structure, drop panels are present to allow the steel column to recess into concrete structure.

(iii) The superstructure for buildings 140W, 150W, 160W 12$^{th}$ street and 145W 11$^{th}$ street (existing to remain with additions and alterations) will be steel beams and columns supporting 3" normal weight concrete on top of a 3"-18 Gage galvanized composite metal deck floor system at areas of new structure. The lateral system for the steel building consists of ordinary concentric steel braced frames and moment frame beam-to-column.

(iv) The superstructure for building 133W, 135W, 137W, 139W, 141W and 155 W 11$^{th}$ street will be a conventional 8" cast-in-place concrete flat plate system with interior and perimeter reinforced concrete columns. Where transfer columns occur, slab thickness increases to 14" or where floor height allows there will be concrete transfer beams. Cast-in-place concrete shear walls provide proper later system for the buildings.

(v) The lateral system will be designed for both wind and seismic loading as stipulated by the NYC Building Code latest edition (2008) and by NYC Local Law 17/95, respectively.

(3) Exterior Walls

(i) General Notes:

(a) The condition of the exterior wall elements to remain have been found to be in usable condition and worthy of restoration and reuse. Wall elements that are no longer able to be restored and effectively reused will be replaced with new materials having comparable value.

(b) Restored existing exterior wall will be comprised of approximately 12" solid masonry walls (comprised of face brick with interior backup layers of brick, concrete or cinder block and/or terracotta block) with an added interior layer of spray on insulation. No new exterior surface coatings will be applied. The U-value will be 0.13.

(c) Limestone cavity wall will be comprised of limestone cladding with airspace, insulation, air barrier, and concrete masonry backup. The U-value will be 0.11.

(d) Masonry cavity wall will be comprised of face brick with an air space, insulation, air barrier, and concrete masonry backup. The U-value will be 0.09.

(e) Precast panel wall will be comprised of precast panels with a brick facing of nominally 1 ¼" thick brick, and an interior layer of semi-rigid insulation. The U-value will be 0.12.

(f) Metal wall panels will be comprised of painted metal panels on furred out channel supports with rigid insulation, air barrier, exterior sheathing, and supported by metal studs. The U-value will be 0.07.

(g) All windows to be fully thermally broken extruded aluminum frames, with insulated glass.

(h) The Condominium is located in a landmarked district and as such any proposed future modifications to the buildings are subject to the review and approval of the New York City Landmarks Preservation Commission.

(ii) Exterior Walls: 140 West 12th Street

(a) West elevation: The exterior walls will be comprised of restored existing exterior walls, and precast panel walls up to the 7th floor with the 7th floor and above being new masonry cavity wall, and precast panel wall construction with the exception of the stair tower on the east side of the building which will remain as restored existing exterior walls.

(b) North elevation: The base of the building along West 12th street will be comprised of new granite base with a new limestone cavity wall. The exterior walls above the limestone cavity wall will be restored existing exterior wall construction up to the 9th floor. The 9th floor and above will be metal wall panel walls for the penthouse and new masonry cavity wall around the stairway.

(c) East elevation: The elevation closest to West 12th street will be comprised of restored existing exterior wall. The elevation closest towards the central courtyard will be comprised of precast panel walls up to the 9th floor. The 9th floor and above will be new masonry cavity wall construction.

(d) South elevation: The exterior walls will be comprised of precast panel walls up to the 9th floor with the 9th floor and above will be new masonry cavity wall and metal wall panels.

(iii) Exterior Walls: 150 West 12th Street:

(a) West elevation: The exterior walls will be comprised of restored existing exterior wall up to the 14th floor with the 14th floor and above shall be new masonry cavity wall construction.

(b) North elevation: The exterior walls up to the 14th will be comprised of restored existing exterior walls, with the exception of a roughly 10' section at the east and west ends of the north elevation, which will be new masonry cavity wall. All of the façade from the 14th floor and above is also new masonry cavity wall.

(c) East elevation: The exterior walls will be comprised of restored existing exterior wall up to the 14th floor with the 14th floor and above shall be new masonry cavity wall construction.

(d) South elevation: The exterior walls shall be comprised of precast panel walls with the exception of the mechanical penthouse on the 14th floor and above which will be new masonry cavity wall.

(iv) Exterior Walls: 160 West 12th Street:

(a) West elevation: The exterior walls will be comprised of restored existing exterior wall up to the 11th floor and the 11th floor and above shall be new masonry cavity wall construction.

(b) North elevation: The base of the building along West 12th street will be comprised of restored existing limestone wall. The exterior wall above the limestone base up to the 11th floor will be restored existing exterior wall construction with the exception of a roughly 11' easternmost portion of the north façade, which will be new masonry cavity wall. The 11th floor and above will be new masonry cavity wall.

(c) East elevation: The exterior walls closest to West 12th will be restored existing exterior wall and the exterior walls closest to the courtyard will be precast panel walls up to the 12th floor. The 12th floor and above will be new masonry cavity wall.

(d) South elevation: The exterior walls shall be comprised of precast panel walls with the exception of the 12th floor and above which will be new masonry cavity wall.

(v) Exterior Walls: 155 West 11th Street:

(a) West elevation: The exterior walls will be comprised of precast panel walls up to the 16th floor with metal wall panels around the penthouse above the 16th floor.

(b) North elevation: The exterior walls will be comprised of precast panel walls for the main façade with the façade setbacks to be metal wall panels and precast panel wall.

(c) East elevation: The exterior walls will be comprised of precast panel walls up to the 16th floor with metal wall panels around the penthouse above the 16th floor.

(d) South elevation: The exterior walls will be comprised of precast panel walls with metal wall panels around the penthouse above the 16th floor and at the bulkheads of the 11th street wing.

(vi) Exterior Walls: 145 West 11th Street:

(a) West elevation: The exterior walls will be comprised of new masonry cavity walls.

(b) North elevation: The exterior walls will be comprised of precast panel walls up to the 10th floor with new masonry cavity wall from the 10th floor and above.

(c) East elevation: The exterior walls will be comprised of new masonry cavity walls.

(d) South elevation: The base of the building along West 11th street will be comprised of restored granite base with restored existing limestone wall. The exterior walls above the restored limestone wall will be restored existing exterior wall construction except that the 10th floor and above and the setbacks at the 9th floor will be new masonry cavity wall construction.

(vii) 133-141 West 11th Street:

(a) North elevation: The base of the building facing the courtyard will be comprised of new limestone cavity wall at the ground floor and new masonry cavity wall above up to the 5th floor with the 5th floor and above to be metal wall panels.

(b) East elevation: The exterior walls will be comprised of metal wall panels.

(c) South elevation: The base of the building along West 11th street will be comprised of new limestone cavity wall at the ground floor and new masonry cavity wall above up to the 5th floor with the 5th floor and above to be metal wall panels.

(4) Windows

(i) 140 West 12th Street:

(a) Windows installed in restored existing exterior walls and restored existing limestone wall will be new aluminum frames with insulating glass. The

windows have a combination of fixed glass and operable casement vents with transom glass. Windows will have limestone sills which will be reused where possible and replaced in kind where necessary.

(b) Windows installed on new masonry cavity wall and precast panel walls will be new aluminum frames with insulating glass that have a combination of fixed glass and operable casement vents with transom glass. The windows installed in a precast panel wall will have a precast lintel and windows installed on new masonry cavity wall openings will have new limestone sills.

(ii) 150 West 12th Street:

(a) Windows installed in restored existing exterior walls and new masonry cavity wall will be new aluminum frames with insulating glass that will be similar to the historic frames previously on the building with some windows to be enlarged on enlarged window openings on restored existing exterior walls. The windows will be double hung windows with a stop at the bottom sash which prevents the window to open more than 4.5" inches. The upper sash will have provisions for a DOH approved stop to restrict the upper opening to that must be installed where required by law. The windows will have new limestone sills.

(b) Windows installed on precast panel walls will be new aluminum frames with insulating glass that have a combination of fixed glass and operable casement vents. Select windows will have transom glass. Windows will have new precast sills.

(iii) 160 West 12th Street:

(a) Windows installed in restored existing exterior walls, restored existing limestone wall, and new masonry cavity wall will be new aluminum frames with insulating glass that will be similar to the historic frames previously on the building. The windows will be double hung windows with a stop at the bottom sash which prevents the window to open more than 4.5" inches. The upper sash will have provisions for a DOH approved stop to restrict the upper opening that must be installed where required by law. The windows will have limestone sills which will be reused where possible and replaced in kind where necessary.

(b) Windows installed on precast panel walls will be new aluminum frames with insulating glass that have a combination of fixed glass and operable casement vents with transom glass on precast sill.

(iv) 155 West 11th Street:

(a) Windows will be new aluminum frames with insulating glass and have a combination of fixed and operable casement vents with transom glass. Windows will have new precast sills.

(v) 145 West 12th Street:

(a) Windows installed in restored existing exterior walls, restored existing limestone wall, and new masonry cavity wall will be new aluminum frames with insulating glass that will be similar to the historic frames previously on the building. The windows will be double hung windows with a stop at the bottom sash which prevents the window to open more than 4.5" inches. The upper sash will have provisions for a DOH approved stop to restrict the upper opening that must be installed where required by law. The windows will have limestone sills which will be reused where possible and replaced in kind where necessary.

(b) Windows installed on precast panel walls and limestone cavity walls will be new aluminum frames with insulating glass that have a combination of fixed glass and operable casement vents on precast sill.

(vi) 133-141 West 11th Street:

(a) Windows installed in new masonry cavity wall and limestone cavity wall will be new custom aluminum frames with insulating glass and have a combination of fixed and operable casement vents with transom glass.

(b) Window wall installed on limestone cavity wall will be new thermally broken painted aluminum frame with insulating glass with operable fixed glass panels with fixed transom glass.

(vii) Lot Line Windows:

(a) There are no lot line windows in the project.

(viii) Light and Air:

(a) The adequacy of the windows for Code required light and air quantities have been checked as shown on the documents that have been filed with the Department of Buildings.

(5) Exterior Entrances

(i) Exterior doors and frames & vestibule doors and frames

(a) 140 West 12th Street:

1. Main entrance doors and frame will be comprised of painted decorative metal doors with vision light. The door shall have a nickel plated pull with a satin finish. Garage door entrance shall have a metal frame and the door is to be painted aluminum rollup door.

2. Vestibule doors and frames will be glass doors with metal frames with hardware to match interior.

(b) 150 West 12th Street:

1. The main entrance doors and frame located on West 12th street will be restored existing glazed panel bronze entry doors. The door shall have a polished brass pull. The entrance facing the courtyard will be a glass door with metal framing.

2. Vestibule doors and frames will be a metal door and frame with vision glass and hardware to match interior.

(c) 160 West 12th Street:

1. Entrance door and frame on West 12th street will be comprised of aluminum framing with vision glass. The door shall have a nickel plated pull with a satin finish.

2. Vestibule doors and frames to match entrance doors.

(d) 155 West 11th Street:

1. Entrance doors on West 11th street and the doors facing the courtyard will be comprised of aluminum framed glass doors. The door shall have a nickel plated pull with a satin finish.

2. Vestibule doors and frame will be comprised of glass doors with aluminum framing.

(e) 145 West 11th Street:

1. Entrance doors on West 11th street will be comprised of metal frames and doors with vision glass to be similar to the style of the doors previously on the building. The door shall have a nickel plated pull with a satin finish. Doors facing interior courtyard will be comprised of aluminum framed doors with vision glass.

2. Vestibule: There is no vestibule at this entry.

(f) 133-141 West 11th Street:

1. Entrance doors on West 11th street will be a metal door and frame. The door shall have a cast iron pull with a baked finish.

2. Vestibule: There are no vestibules at these entries.

(g) All entrances are designed to have adequate drainage. The sidewalk pitches away from the building to drain water away from the entrances along the sidewalks. The exceptions are the entrances set back from the sidewalk at

155 West 11th Street and 133-141 West 11th Street. In these cases the paving at the entry pitches to drain at trench drains in the paved entry ways.

(h) All entrances shall be free of tripping hazards, thresholds and saddles shall comply with accessibility requirements.

(i) All exterior metals and fasteners shall be corrosion resistant.

(ii) Exterior Stairs: There are granite clad steps with 2 risers leading to the entries of 141, 139 and 137 West 11th Street and similar steps with 3 risers leading to the entries of 135 and 133 West 11th Street. The granite shall have a slip resistant finish.

(iii) Railings: Exterior railings along West 11th Street shall be comprised of painted metal rails with vertical picket infill around landscaped areas. Exterior railing metals and fasteners shall be corrosion resistant. Railings in locations accessible to condo residents and/or the public railings are designed with infill patterns to resist climbing by children.

(iv) Mail Boxes: The mail boxes will be located on the ground floor adjacent to the lobbies and will comply with postal regulations. 133-141 West 11th Street will have a lockable mailbox outside each unit's entry door.

(v) Lighting: Entrances with a canopy shall have recessed lighting integrated into the canopy. Building 140 West 12th street, 150West 12th street and 160 West 12th Street will have additional lighting fixtures on the façade of the building near the entrances.

(vi) Other: All entrances with a canopy shall be comprised of fabric material with metal support framing with integrated lighting in the canopy with the exception of 150 west 12th Street. The canopy of 150 west 12th Street shall be the original canopy that will be restored and will have integrated lighting..

(6) Service Entrances

(i) Doors and Frames:

(a) 140 West 12th Street:

Service entrance doors shall be comprised of decorative metal panels similar to the sectional garage doors with metal framing.

(b) 150 West 12th Street:

Service entrance to be bronze doors similar to the restored existing main entrance doors.

(c) 160 West 12th Street:

Service entrance to be painted metal door on metal frame.

(d) 155 West 11th Street:

Service entrances to be painted metal door on metal frame or aluminum framed storefront doors.

(e) 145 West 11th Street:

Service door to be restored and reused from previous service door on the building.

(f) 133-141 West 11th Street:

NA

(g) At the service entries the slope of the sidewalk pitches away from the building to drain water away from the entrances.

(h) Service entry doors will have lever handles and shall be lockable from the exterior side. Handles and hardware shall have a corrosion resistant finish.

(i) Service entrance lighting will be provided by use of lanterns attached to the building and ceiling soffits except for the doors on 7th Avenue where the street lighting provides appropriate lighting.

(7) Parapets and Copings

(i) At the restored façades, coping stones will be reused where possible and replaced in kind where necessary. New parapets will either be cast stone or metal coping. Masonry coping anchorages shall be corrosion resistant or epoxy coated for corrosion resistance.

(8) Chimneys

(i) All new fireplace chimney flues and boiler flues will be double wall stainless steel flues. The metal used shall be of a thickness necessary to comply with the New York City Mechanical Code chapter 8 requirements and the requirements of the standard therein referenced, as engineered by the manufacturer, currently anticipated to be a minimum of 16 gauge thickness.

(9) Terraces and Balconies

(i) All Residential terraces and balconies will be finished in quarry tile. The terraces on the roof that share the floor with mechanical equipment shall be a combination of quarry tile, concrete pavers and/or gravel ballast.

(ii) Balustrades: Where necessary the balustrades on 150 West 12th street will be replaced to match the historic balustrades previously on the building.

(iii) Terrace/Balconies railings: To consist of metal rails and posts, or glass panels with metal rails and posts attached to either the slab, precast, or window system.

(iv) Copings: At the restored façades, coping stones will be reused where possible and replaced in kind where necessary. New parapets will either be cast stone or metal coping.

(v) Soffits: To consist of metal panel soffit system.

(vi) Terraces/Balcony doors: To be aluminum doors with glass infill similar to windows.

(vii) Terrace/Balcony dividers: Dividers shall be comprised of painted decorative metal.

(viii) Drainage is provided from the terraces by terrace drains located and sized per New York City building code. Rooftop terraces will have roof drains as per New York City building code and overflow drains as per New York City building code as a secondary means of drainage in the event a primary drain is blocked.

(ix) Residential Condominium Unit owners will not be permitted to perform construction, enclose any space, or install decking or pavers, except in accordance with the provisions of the Condominium Documents, without express written permission from the Condominium Association, a licensed structural engineer, and if required, from the Department of Buildings and Landmarks Preservation Commission.

(10) Roof and Roof Structure

(i) The main roof will be constructed of cast-in-place concrete for the new buildings and concrete on metal deck and steel for the existing buildings. Roofs over mechanical bulkheads will be constructed of cast-in-place concrete for the new buildings and concrete on metal deck and steel for new roof slab areas of the existing buildings. Dunnage will have primer and two finished coats of paint, or be galvanized.

(ii) Roof type:

(a) Materials: The roofing to be cold applied liquid membrane.

(b) Insulation: Where applied, roof insulation will be 4" minimum of extruded polystyrene. The roof insulation shall have an R Value of 5.0 per inch of thickness, for a total R value of 20 for the insulation. Overburden assembles shall include drainage mat material beneath the insulation and filter fabric above the insulation. Overburden types include quarry tile, concrete pavers, and loose stone ballast.

(c) Surface finish: See Terrace and Balconies section.

(d) Bond or guarantee: The roof membrane to be used on all roofs carries a 20 year NDL warranty.

(e) Flashing materials: Composite flashings of the same resin material as the liquid applied roofing membrane with continuous embedded reinforcement.

(f) There are no combustible roof decks on the roofs.

(iii) Drains:

(a) Location, material and type: A primary drain and secondary back-up drain will be located at all roofs and piped within the building to drain.

(b) Gutters and Leaders: NA

(iv) Skylights: There are two skylights at the 3rd floor setback of 150 West 12th Street to provide ancillary light to the associated condo units. The skylights are approximately 5'6" wide x 11'-4"long, with a hip and ridge shape. These skylights will be set on curbs with a minimum height of approximately 12" above the water proofing membrane, equating to approximately 6" height above the roof ballast gravel. Curb height will vary due to the surrounding roof pitch. There shall be one skylight each at 135, 137, 139 and 141 West 11th street for a total of 6 skylights. The skylights are approximately 5'-2" wide x 10'-10" long, with a flat design sloped in one direction. These skylights will be set on curbs with a minimum height of approximately 12" above the water proofing membrane, equating to approximately 6" height above the roof ballast gravel. Curb height will vary due to the surrounding roof pitch and the slope of the skylight. Where they are provided, skylights are to be comprised of insulated glass with thermally broken painted aluminum frames. Perimeter to have flashing and seals for air and watertight installation.

(v) Bulkheads:

(a) Mechanical bulkheads will be EIFS or metal panel on concrete masonry units or masonry cavity wall or concrete shear walls.

(b) The elevator bypass, machine room, and exit stairs will be part of the roof bulkheads.

(c) Access to bulkhead will be either by stairs, exterior metal ships ladder or vertical ladder. Exterior metal ships ladders or vertical ladders shall be galvanized steel.

(vi) Metal Work at Roof Levels:

(a) Vertical Ladders shall be comprised of galvanized steel.

(b) Guardrails around roof levels to be comprised of painted galvanized steel.

(c) Roof hatches shall be comprised of galvanized sheet metal with insulated double-wall lid and insulated single wall curb frame.

(d) All exterior metals shall be corrosion resistant.

(vii) Rooftop Facilities: See Terraces and Balconies section.

(viii) Roof top equipment shall have vibration isolation mounts.

(ix) All dunnage steel shall be galvanized for corrosion resistance.

(x) A minimum of two drains are provided at all roofs.

(11) Fire Escapes: NA

(12) Yards and Courts

A central courtyard exists on the project and consists of common paved and planted areas for use by all residential unit owners, walled and fenced off rear yards exclusively for the use of the owners of adjoining condominium units, and areas adjoining the 145 West 11th Street and 150 West 12th Street building lobbies that are limited for the use of condominium unit owners within those buildings only. Adequate drainage is designed for via a combination of drains in the paved areas and drains in the

planter areas. The exterior entrances shall be built free of tripping hazards, thresholds and saddles shall comply with accessibility requirements. The courtyard is designed in accordance with zoning regulations. Lanterns, bollards, steplights and tree uplights have been provided to achieve appropriate light levels as well as prevent light trespass to the residents. The light sources are LED and flourescent. Additional normally-off "life safety" luminaries are mounted to the building façade and will automatically come on in the event of a power failure.

(13) Interior Stairs within Units

(i) Number of stairs:

(a) 140 W. 12th Street: There will be five sets of convenience stairs, connecting the duplexes (one set per duplex).

(b) 150 W. 12th Street: There will be six sets of convenience stairs, connecting the duplexes (one set per duplex).

(c) 160 W. 12th Street: There will be two sets of convenience stairs, connecting the duplexes (one set per duplex).

(d) 155 W. 11th Street: There will be two sets of convenience stairs, connecting the duplexes (one set per duplex). There will be one set of convenience stairs serving the amenities spaces.

(e) 145 W. 11th Street: There will be two sets of convenience stairs, connecting the duplexes (one set per duplex).

(f) 133-144 W. 11th Street: There will be five sets of convenience stairs, one per townhouse, connecting all floors within each townhouse.

(ii) Enclosure: The interior wall finish at the convenience stairs will be gypsum wall board.

(iii) Stair construction: The convenience stairs will be steel structure with steel stringers, plywood subfloor, and finished wood treads, risers, and stringer cladding.

(iv) Rails: The convenience stair rails will be wood mounted to the wall and the guardrails will be metal with a wood top rail.

(14) Interior Doors and Frames

(i) Unit entrance doors and frames. The Unit entry doors will be solid core wood with either wood veneer finish (buildings 140, 155) or painted finish (160, 150, 145, 133-144). The frames will be either intumescent core with painted wood finish, hollow metal, or hollow metal with painted wood casing. The Unit entry doors will meet all applicable code requirements.

(ii) Unit interior doors and frames. Interior Unit doors will be solid core wood with painted finish and painted wood frames.

(iii) Corridor doors and frames: At the common corridors, the egress stair doors and utility doors on the corridor will be solid core wood doors with either wood veneer finish (buildings 140, 155) or painted finish (160, 150, 145). The frames will be either intumescent core with painted wood finish, hollow metal, or hollow metal with painted wood casing. The corridor doors will meet all applicable code requirements.

(iv) Stair doors. Stair doors that open to a residential corridor will be solid core wood with either wood veneer finish (buildings 140, 155) or painted finish (160, 150, 145). The frames will be either intumescent core with painted wood finish, hollow metal, or hollow metal with painted wood casing. The stair doors will meet all applicable code requirements.

(v) Lobby and ground floor amenities doors. Lobby and amenities doors will be solid core doors with wood veneer finish. The frames will be either intumescent core with painted wood finish, or hollow metal with painted wood casing and will meet all applicable code requirements.

(vi) Entry vestibule doors. The entry vestibule doors will be glass and metal doors with a metal frame.

(vii) Cellar amenities doors: The doors in the cellar amenities area will be a combination of glass and metal doors with a metal frame and hollow metal doors with a hollow metal frame. The amenities doors will meet all applicable code requirements.

(viii) Back-of-house doors. Mechanical, service, and storage doors, in the cellar, on mechanical floors, and in mechanical areas on residential floors will be hollow metal doors with hollow metal frames and meet all applicable code requirements.

(ix) All doors requiring a fire rating shall be appropriately labeled.

(15) Elevators

| Building | Elevator Names | Elevator Count | Condition |
|---|---|---|---|
| **140 West 12th Street** | PE 8, PE9, SE16 | 3 | New |
| **150 West 12th Street** | PE6, PE7 | 2 | New |
| **160 West 12th Street** | PE4, PE5, RE23 | 3 | New |
| **155 West 11th Street** | PE1, PE2, SE3, PE12, PE13, PE14, PE15 | 7 | New |
| **145 West 11th Street** | PE10, SE11, PE17 | 3 | New |
| **141 West 11th Street** | PE18 | 1 | New |
| **139 West 11th Street** | PE19 | 1 | New |
| **137 West 11th Street** | PE20 | 1 | New |
| **135 West 11th Street** | PE21 | 1 | New |
| **133 West 11th Street** | RE22 | 1 | New |
| **Total** | | **23** | |

(i) Passenger Elevators, PE1 & PE2 (155 West 11th Street - Tower)

(a) Quantity: Two (2)

(b) Type: Passenger machine roomless traction

(c) Capacity (lbs): 3,500

(d) Speed (fpm): 350

(e) Number of Landings: PE1: Seventeen (17) at C, 1 thru 16
PE2: Sixteen (16) at C, 1 thru 15

(f) Number of Openings: PE1: Twenty-eight (28)
PE2: Same as landing

(g) Front: PE1: C, 1 thru 15
PE2: All at C, 1 thru 15

(h) Rear: PE1: Twelve (12) at 5 thru 16
PE2: None

(i) Operation: Group Automatic

(j) Control: Variable voltage variable frequency

(k) Number of push button risers: Two (2)

(l) Cab clear inside: PE1: 6'-8" wide x 5' - 5 " deep
PE2: 6'- 8" wide x 5' - 5 " deep

(m) Guide Rails: Steel tees

(n) Buffers: Oil

(o) Cab Included: Custom, wood and bronze with stone floor

(p) Car door size: 3'-6" wide x 8'-0" high

(q) Hoistway door size: Same as car

(r) Door operation: Single speed side slide

(s) Fixture and signals: Car operating panel in swing front return without faceplate, cast metal designations, flush stud mounted. Car position indicator with digital readout.

(t) Machine type: Gearless permanent magnet AC motor with integral drive

(u) Machine Location: Machine in overhead and control room, remote at top level adjacent to hoistway

(v) Roping: 2:1

(w) Power Supply: 460 - 3 - 60

(ii) Service Elevator - SE3 (155 West 11th Street - Tower)

(a) Quantity: One (1)

(b) Type: Service machine roomless traction

(c) Capacity (lbs): 4,000

(d) Speed (fpm): 350

(e) Number of Landings: Seventeen (17) at CF, CR, 1 thru 15

(f) Number of Openings: Twenty-eight (28)

(g) Front: Sixteen (16) at CF, 1 thru 15

(h) Rear: Sixteen (12) at CR, 2 thru 11, 13, 14

(i) Operation: Simplex Selective Collective

(j) Control: Variable voltage variable frequency

(k) Number of push button risers: Two (2)

(l) Cab clear inside: 7'-8 " wide x 5'-5 " deep

(m) Guide Rails: Steel tees

(n) Buffers: Oil

(o) Cab Included: Stainless steel interior panels and front

(p) Car door size: 4'-0"wide x 8'-0" high

(q) Hoistway door size: Same as car

(r) Door operation: Single speed side slide

(s) Fixture and signals: Car operating panel in swing front return without faceplate, cast metal designations, flush stud mounted. Car position indicator with digital readout.

(t) Machine type: Gearless permanent magnet AC motor with integral drive

(u) Location: Machine in overhead and control room, remote to hoistway

(v) Roping: 2:1

(w) Power Supply: 460 - 3 - 60

(iii) Passenger Elevators, PE4-PE5 (160 West 12th Street)

(a) Quantity: Two (2)

(b) Type: Passenger machine roomless traction

(c) Capacity (lbs): 3,000

(d) Speed (fpm): 350

(e) Number of Landings: Twelve (12) at C, 1 thru 11

(f) Number of Openings: Same as landings

(g) Front: All

(h) Rear: None

(i) Operation: Group Automatic

(j) Control: Variable voltage variable frequency

(k) Number of push button risers: One (1)

(l) Cab clear inside: 6'-8 " wide x 4'- 9 " deep

(m) Guide Rails: Steel tees

(n) Buffers: Oil

(o) Cab Included: Custom, wood and bronze with stone floor

(p) Car door size: 3'-6" wide x 8'-0" high

(q) Hoistway door size: Same as car

(r) Door operation: Single speed side slide opening

(s) Fixture and signals: Car operating panel in swing front return without faceplate, cast metal designations, flush stud mounted. Car position indicator with digital readout.

(t) Machine type: Gearless permanent magnet AC motor with integral drive

(u) Location: Machine in overhead and control room at top level adjacent to hoistway

(v) Roping: 2:1

(w) Power Supply: 480 - 3 - 60

(iv) Passenger Elevators - PE6 & PE7 (150 West 12th Street)

(a) Quantity: Two (2)

(b) Type: Passenger machine roomless traction

(c) Capacity (lbs): 3,500

(d) Speed (fpm): 350

(e) Number of Landings: PE6: Fifteen (15) at C, 1 thru 13 & M1
PE7: Fourteen (14) at C, 1 thru 13

(f) Number of Openings: Same as landings

(g) Front: All

(h) Rear: None

(i) Operation: Group Automatic

(j) Control: Variable voltage variable frequency

(k) Number of push button risers: One (1)

(l) Cab Clear Inside: 6' - 8 " wide x 5' - 5 "

(m) Guide Rails: Steel tees

(n) Buffers: Oil

(o) Cab Included: Custom, wood and bronze with stone floor

(p) Car door size: 3' - 6" wide x 8'-0" high

(q) Hoistway door size: Same as car

(r) Door operation: Single speed side slide opening

(s) Fixture and signals: Car operating panel in swing front return without faceplate, cast metal designations, flush stud mounted. Car position indicator with digital readout.

(t) Machine type: Gearless permanent magnet AC motor with integral drive

(u) Location: Machine in overhead and control room remote

(v) Roping: 2:1

(w) Power Supply: 460 - 3 - 60

(v) Passenger Elevators – PE8 & PE9 (140 West 12th Street)

(a) Quantity: Two (2)

(b) Type: Passenger machine roomless traction

(c) Capacity (lbs): 3,500

(d) Speed (fpm): 350

(e) Number of Landings: PE8: Ten (10) at CF, CR, 1 thru 8
PE9: Ten (10) at CF, CR, 1 thru 8

(f) Number of Openings: PE8: Ten (10)
PE9: Eleven (11)

(g) Front: PE8: Eight (8) at CF, 2 thru 8
PE9: Nine (9) at CF, 1 thru 8

(h) Rear: PE8: Two (2) at CR & 1
PE9: Two (2) at CR & 1

(i) Operation: Group Automatic

(j) Control: Variable voltage variable frequency

(k) Number of push button risers: One (1)

(l) Cab Clear Inside: 6' - 8 " wide x 5' - 5

(m) Guide Rails: Steel tees

(n) Buffers: Oil

(o) Cab Included: Custom, wood and bronze with stone floor

(p) Car door size: 3' - 6" wide x 8'-0" high

(q) Hoistway door size: Same as car

(r) Door operation: Single speed side slide

(s) Fixture and signals: Car operating panel in swing front return without faceplate, cast metal designations, flush stud mounted. Car position indicator with digital readout.

(t) Machine type: Gearless permanent magnet AC motor with integral drive

(u) Location: Machine in overhead and control room at 8th Floor level adjacent to hoistway

(v) Roping: 2:1

(w) Power Supply: 460 - 3 - 60

(vi) Passenger Elevators – PE10 & SE11 (145 West 11th Street Elevators)

(a) Quantity: Two (2)

(b) Type: Passenger/Service machine roomless traction

(c) Capacity (lbs): 3,500

(d) Speed (fpm): 350

(e) Number of Landings: Eleven (11) at C, 1 thru 10

(f) Number of Openings: Same as landings

(g) Front: All

(h) Rear: None

(i) Operation: Simplex Selective Collective

(j) Control: Variable voltage variable frequency

(k) Number of push button risers: One (1) per car

(l) Cab Clear Inside: 6' - 8 " wide x 5' - 5 "

(m) Guide Rails: Steel tees

(n) Buffers: Oil

(o) Cab Included: Custom, wood and bronze with stone floor

(p) Car door size: 3' - 6" wide x 8'-0" high

(q) Hoistway door size: Same as car

(r) Door operation: Single speed side slide

(s) Fixture and signals: Car operating panel in swing front return without faceplate, cast metal designations, flush stud mounted. Car position indicator with digital readout.

(t) Machine type: Gearless permanent magnet AC motor with integral drive

(u) Location: Machine in overhead and control room at 10th Floor level adjacent to hoistway

(v) Roping: 2:1

(w) Power Supply: 460 - 3 - 60

(vii) Passenger Elevators - PE12 & PE13 (155 West 11th Street - Wing)

(a) Quantity: Two (2)

(b) Type: Passenger machine roomless traction

(c) Capacity (lbs): 3,500

(d) Speed (fpm): 200

(e) Number of Landings: Eight (8) at C, 1 thru 7

(f) Number of Openings: PE12: Same as landings
PE13: Sixteen (16)

(g) Front: All

(h) Rear: PE12: None
PE13: Eight (8) at C, 1 thru 7

(i) Operation: Group Automatic

(j) Control: Variable voltage variable frequency

(k) Number of push button risers: One (1)

(m) Cab Clear Inside: 6' - 8 " wide x 5' - 5 "

(n) Guide Rails: Steel tees

(o) Buffers: Oil

(p) Cab Included: Custom, wood and bronze with stone floor

(q) Car door size: 3' - 6" wide x 8'-0" high

(r) Hoistway door size: Same as car

(s) Door operation: Single speed side slide

(t) Fixture and signals: Car operating panel in swing front return without faceplate, cast metal designations, flush stud mounted. Car position indicator with digital readout.

(u) Machine type: Gearless permanent magnet AC motor with integral drive

(v) Location: Machine in overhead and control room at 8th Floor level

(w) Roping: 2:1

(x) Power Supply: 460 - 3 - 60

(viii) Passenger Elevators - PE14 & PE15 (155 West 11th Street [Tower] Community Facility Unit)

(a) Quantity: Two (2)

(b) Type: Passenger machine roomless traction

(c) Capacity (lbs): 3,500

(d) Speed (fpm): 200

(e) Number of Landings: Three (3) at 1 thru 3

(f) Number of Openings: Same as landings

(g) Front: All

(h) Rear: None

(i) Operation: Group Automatic

(j) Control: Variable voltage variable frequency

(k) Number of push button risers: One (1)

(l) Cab Clear Inside: 6' - 8 " wide x 5' - 5 " deep

(m) Guide Rails: Steel tees

(n) Buffers: Oil

(o) Cab Included: Standard plastic laminates and stainless steel interior

(p) Car door size: 3' - 6" wide x 7'-0" high

(q) Hoistway door size: Same as car

(r) Door operation: Single speed center opening

(s) Fixture and signals: Car operating panel in swing front return without faceplate, cast metal designations, flush stud mounted. Car position indicator with digital readout.

(t) Machine type: Gearless permanent magnet AC motor with integral drive

(u) Location: Machine in overhead and control room at Cellar level below hoistway

(v) Roping: 2:1

(w) Power Supply: 460 - 3 - 60

(ix) Passenger Elevators - PE18-PE21 (135-141 West 12th Street Townhouses)

(a) Quantity: One (1) for each of the four (4) townhouses

(b) Type: Passenger machine roomless traction

(c) Capacity (lbs): 2,000

(d) Speed (fpm): 200

(e) Number of Landings: Six (6) at C, 1 thru 5

(f) Number of Openings: Same as landings

(g) Front: All

(h) Rear: None

(i) Operation: Simplex Selective Collective

(j) Control: Variable voltage variable frequency

(k) Number of push button risers: One (1)

(l) Cab Clear Inside: 5' - 8 " wide x 4' - 5 " deep

(m) Guide Rails: Steel tees

(n) Buffers: Oil

(o) Cab Included: Custom, wood and bronze with stone floor

(p) Car door size: 3' - 0" wide x 8'-0" high

(q) Hoistway door size: Same as car

(r) Door operation: Single speed center opening

(s) Fixture and signals: Car operating panel in swing front return without faceplate, cast metal designations, flush stud mounted. Car position indicator with digital readout.

(t) Machine type: Gearless permanent magnet AC motor with integral drive

(u) Location: Machine in overhead and control room at Cellar level

(v) Roping: 2:1

(w) Power Supply: 208 - 3 - 60

(x) Service Elevator, SE16 (140 West 12th Street)

(a). Quantity: One (1)

(b) Type: Service holeless hydraulic

(c) Capacity (lbs): 3,500

(d) Speed (fpm): 100

(e) Number of Landings: Three (3) at C2, C1 & 1

(f) Number of Openings: Same as landings

(g) Front: Two (2) at CF & 1

(h) Rear: One (1) at CR

(i) Operation: Single push button

(j) Control: AC for hydraulic

(k) Number of push button risers: One (1)

(l) Platform: 6'-0" wide x 7'-9" deep

(m) Guide Rails: Steel tees

(n) Buffers: Spring

(o) Cab Included: Stainless steel interior panels and front

(p) Car door size: 4'-0"wide x 8'-0" high

(q) Hoistway door size: Same as car

(r) Door operation: Two speed side slide opening

(s) Fixture and signals: Car operating panel in swing front return without faceplate, cast metal designations, flush stud mounted. Car position indicator with digital readout.

(t) Machine type: Pump unit

(u) Pump Location: Pump located in cellar

(v) Power Supply: 460 - 3 - 60

(w) Seismic Safety Requirements: Required

(xi) Passenger Elevator, PE17 (145 West 11th Street)

(a) Quantity: One (1)

(b) Type: Passenger holeless cantilevered hydraulic

(c) Capacity (lbs): 2,000

(d) Speed (fpm): 50

(e) Number of Landings: Two (2) at G & Street Level

(f) Number of Openings: Same as landings

(g) Front: One (1) at Street Level

(h) Rear: None

(i) Side: One (1) at G

(j) Operation: Single push button

(k) Control: AC for hydraulic

(l) Number of push button risers: One (1)

(m) Platform: 6'- 0" wide x 6' - 0" deep

(n) Guide Rails: Steel tees

(o) Buffers: Spring

(p) Cab Included: Custom, wood with stone floor

(q) Car door size: Front: 3'-0"wide x 8'-0" high

Side: 3'-6" wide x 8-0" high

(r) Hoistway door size: Same as car

(s) Door operation: Two speed side slide opening

(t) Fixture and signals: Car operating panel in swing front return without faceplate, cast metal designations, flush stud mounted. Car position indicator with digital readout.

(u) Machine type: Pump unit

(v) Pump Location: Pump located in cellar

(w) Power Supply: 460 - 3 - 60

(xii) Private Residence Elevator - RE22 (133 West 11th Street)

(a) Quantity: One (1)

(b) Type: Residential holeless roped hydraulic

(c) Capacity (lbs.): 750

(d) Speed (fpm): 40

(e) Number of Landings: Five (5) at C, 1 thru 4

(f) Number of Openings: Same as Landings

(g) Front: All at C, 1-4

(h) Rear: None

(i) Operation: Single automatic push button

(j) Control: AC for hydraulic

(k) Number of push button risers: One (1)

(l) Platform size: 4'-8" wide x 3'-5 " deep
(4'-6" wide x 3'-0" clear cab)

(m) Guide rails: Steel tees for cantilevered arrangement

(n) Cab: custom, wood with stone floor

(o) Car door type: Collapsible gate type

(p) Hoistway door size: 3'-0" x 6'-8" high clear

(r) Door operation: Manual, swing

(s). Fixture and signals: From premium line of manufacturers catalog

(t) Machine type: Pump unit

(u) Pump location: Pump located in cellar

(v) Power Supply: 208-3-60

(xiii) Private Residence Elevator - RE23 (160 West 12th Street)

(a) Quantity: One (1)

(b) Type: Residential holeless roped hydraulic

(c) Capacity (lbs.): 750

(d) Speed (fpm): 40

(e) Number of Landings: Three (3)

(f) Number of Openings: Same as Landings

(g) Front: All at 12, 13 and 14

(h) Rear: None

(i) Operation: Single automatic push button

(j) Control: AC for hydraulic

(k) Number of push button risers: One (1)

(l) Platform size: 3'-2" wide x 4'-8 " deep
(3'-0" wide x 4'-6" clear cab)

(m) Guide rails: Steel tees for cantilevered arrangement

(n) Cab: Custom, wood with stone floor

(o) Car door type: Collapsible gate type

(p) Hoistway door size: 3'-0" x 6'-8" high clear

(q) Door operation: Manual, swing

(r) Fixture and signals: From premium line of manufacturers catalog

(s) Machine type: Pump unit

(t) Pump location: Pump located in cellar

(u) Power Supply: 208-3-60

(xiv) In accordance with dimensions stated above the elevator doors are a minimum of 3'-0" wide, sufficient for wheelchair passage. Elevator cab sizes are in accordance with appropriate accessibility regulations.

(16) (xv) All elevators shall be provided by Otis and have a life expectancy of 20 years. Otis provides a one year warranty. After the warranty, the first year of the Maintenance Agreement is included in the first year Condo budget, and the remaining four years would be paid annually by the Condo, with the exception of the exclusive-use devices in the following units:

133 West 11th Street Townhouse: RE-22 and one Dumbwaiter.
135 West 11th Street Townhouse: PE-21 and one Dumbwaiter.
137 West 11th Street Townhouse: PE-20
139 West 11th Street Townhouse: PE-19 and one Dumbwaiter.
141 West 11th Street Townhouse: PE-18
160 West 12th Street unit PHA: RE-23
155 West 11th Street Retail/Medical Facility: PE-14 & PE-15.
150 West 12th Street D-152 L1 Marionettes: one Dumbwaiter

These units are only covered with the one year warranty. It would be the responsibility of the individual unit owner to procure a maintenance agreement.All interior residential demising partitions and floor/ceiling assemblies have been designed to exceed the minimum air-borne sound transmission class (STC) rating of 50 as dictated in section 1207.2 in the New York City Building Code, 2008. In addition, Floor/ceiling assemblies have been designed to exceed the minimum structure-borne sound impact insulation class (IIC) rating of 50 as dictated in section 1207.3 of the New York City Building Code, 2008. This will not result in inaudibility between residential units, but sounds will be significantly reduced.

K. Auxiliary Facilities

(1) Mailboxes.

(i) Location and number: Each building lobby has a mailroom with one mailbox per Unit. See Finishes Section for mail room finishes.

(ii) Mailbox type: Mailboxes will be horizontal-type with a shelf below the boxes. Mailboxes will meet all USPS regulations.

(2) Bicycle Storage Rooms.

(i) Location and number: There will be two bicycle storage rooms in the cellar that hold a total of 100 bicycles. In addition, there is an employee bicycle storage room for three bikes.

(ii) Storage type: Wall mounted racks will be provided.

(3) Unit Owner Storage Rooms.

(i) Location and number: There will be four rooms with a total of 110 storage bins. 34 of the storage bins will be located within a sidewalk vault adjacent to the Condominium and contiguous with one of the storage rooms.

(ii) Size and type: The storage bins will be metal cages that provide enclosure on five sides (no cage ceiling). The sizes of the storage bins vary from 29 square feet to 56 square feet.

(4) Laundry Rooms.

(i) Location and number of rooms: Each Residential Unit will have laundry machines. The cellar will have two laundry rooms for the use of Residential Unit Owners with washers and dryers. The supply and maintenance of the cellar laundry room machines will be contracted out. The fitness center will also have 2 washing machines and a dryer for support staff use.

(ii) Clothes washers, number and type: See schedule of appliances for laundry machine models provided within Units. The cellar laundry room washers will be Maytag models MFR30 and MFR40 and the dryers will be Maytag model MDG50 and American Dryer model ADG285. Machines are subject to change by laundry contractor.

(iii) Clothes dryers: the cellar laundry room dryers will be gas.

(iv) Room ventilation: the cellar laundry rooms will have a continuous source of conditioned ventilation air supply. The total supply air to the room will be 2.0 cfm per sq.ft. with a minimum outdoor air supply rate of 0.50 cfm per sq.ft.

(v) Dryer ventilation: the cellar laundry room dryers will be ducted to theroofs of 160 (residents' laundry), 155 (fitness area laundry), 145 (residents' laundry).

(5) Refuse Disposal.

(i) Incinerators: N/A

(ii) Compactors: There will be six compactors located in the cellar, one serving each of the following buildings: 140 West 12th Street, 150 West 12th Street, 160 West 12th Street, 155 West 12th Street, 145 West 11th Street. Each Compactor Room will be ducted to the roofs of their respective buildings.

(iii) Approvals by authority having jurisdiction: N/A

(iv) Initial storage location (ultimate storage location): The intial storage location for trash will be in the Compactor Rooms, except for the specific Residential Units noted below.

(v) Trash storage rooms will be provided in the cellar at 133-141 for those individual unit owner's use. The following units have a service entrance vestibule designed to be used for trash pick-up: 142, 144, and 146 in building 140 and unit 148 in building 150. All townhouses (133-141) and unit M5 in building 150 each have a dedicated trash storage room in the cellar with access from both the apartment and the corridor.

(vi) Non-Residential Units will be responsible for their own storage and disposal of refuse and recycling.

(vii) Pick-up schedule: Building staff will set compacted trash and recyclable materials at curbside for collection on the days designated by the NYC Department of Sanitation.

L. Plumbing, Drainage and Sprinkler Fire Protection:

(1) Plumbing: The domestic water supply is served by a central house tank system, which in turn is supplied with water from the incoming water utility services via dedicated pumping systems. The house tank will be located on the roof of 155 West 11th Street.

(i) The water piping system will consist of Type L Copper Tubing with 95-5 tin-antimony soldered joints.

(ii) The domestic water tank will be of wooden construction. The domestic water tanks will store a combined 6,000 gallons for domestic water use (there is no fire reserve included with this tank). The tank will be exterior mounted on the building roof with access provided via permanent ladder and access door in the tank cover. Freeze protection will be provided in the form of an electric resistance submersible heating element.

(iii) The domestic water backflow preventers are located at 160 W.12th St. and 139 W. 11th St. The fire service backflow preventers are located at 150 W. 12th St. and 155 W. 11th St.

(iv) Hot and cold water piping shall be insulated throughout in accordance with NYC Code requirements.

(v) Water supply from the central house tank system will supply domestic water throughout the Condominium.

(vi) A booster water system will be provided at the Roof Mechanical Room of 155 West 11th Street building to boost water pressure serving the upper floors of that building.

(vii) Domestic hot water will be provided by three (3) steam-powered domestic hot water heater systems located in the cellar Level Mechanical Equipment Room. These heaters will serve the central domestic hot water system throughout the Condominium. There will be two (2) gas-fired domestic water tanks located in

the Mechanical Room at the roof level of the 155 Tower. The gas-fired storage tanks will have a capacity of approximately 300 gallons each and will serve the upper tower levels.

(viii) Domestic water pressure will be approximately 30 psi at the highest floor and will be maintained by the house tank system.

(2) Sanitary Drainage: The sanitary and vent drainage systems will be arranged for gravity flow to the city sewers. Where drainage is located below the elevation of the sewer, sewage rejecters and sump pumps will be provided to discharge to the gravity house drains.

(i) All plumbing fixtures will be trapped and vented. All fixture traps will be provided with a clean out.

(ii) Sanitary piping will be cast iron throughout.

(iii) The house traps are located at 140 W. 12th St., 150 W. 12th St., (2) at 160 W. 12th St., 155 W. 11th St., 145 W. 11th St., 139W. 11th St., and 133 W. 11th St.

(iv) Cleanouts shall be provided at the base of all plumbing soil and waste stacks, and at all changes of horizontal direction at the terminus of each pipe direction and approximately every 100 feet, including underground drainage piping.

(v) Sanitary drainage pipe sizing shall be in accordance with the total fixture units for each stack and then collected for the horizontal drains with a minimum pitch of 1/8 in. The vent piping shall be sized on fixture units and total length of run.

(vi) Duplex sewage ejector pumps will be provided for below-grade sanitary drainage.

(3) Storm Drainage: Stormwater will be drained from the roof, terraces, and courtyard by means of roof drains, terrace drains and courtyard drains. These drains will connect to leaders running through the building and collect at the cellar. The roof storm drainage system will be designed with a stormwater detention tank as per NYC DEP requirements. All storm leaders will collect and will flow by gravity to a steel or concrete detention tank in the cellar Level; the tank size is approximately 45,000 gallons and will supply cooling tower water makeup. Outflow from the detention tanks will connect to a combined sanitary and storm hose sewer just before the sanitary hose leaves the Condominium.

(i) Storm piping will be cast iron throughout.

(ii) Overflow drains will be located alongside storm drains as listed above. The system will be sized per New York City Building Code.

(iii) All elevator pits will be provided with submersible sump pumps that discharge to the storm drainage system.

(iv) All storm drainage horizontal piping located in hung ceiling, soffits and the Lobby areas will be insulated with 1 in. fiberglass insulation with waterproof liner.

(v) All stormwater leaders and drains will have a minimum slope of 1/8 in. pitch.

(vi) Duplex sump pumps will be provided for below-grade storm drainage.

(4) Fire Protection: The entire building will be protected throughout with a combination automatic wet fire sprinkler and standpipe system in accordance with NFPA 13 and 14, the City of New York Building and Fire Codes.

(i) The sprinkler and standpipe system will be supplied with water from the new two (2) 8 in. fire protection water services connected to the New York City water main in West 11th Street and Seventh Avenue (complete with a double detector check backflow preventer with bypass meter). Pressure for this system will be augmented by a 1,000 gpm automatic fire and jockey pump installed in a Pump Room on the Basement Level. The fire pump will be installed to provide adequate pressure and flow for the entire Condominium.

(ii) The sprinkler and standpipe piping will be of black steel construction for the wet-pipe systems, and galvanized steel pipe for dry-pipe systems.

(iii) One (1) 6 in. fire RSP/sprinkler riser will be provided within each building of the project. The sprinkler/standpipe riser will be centrally located in the residential egress stairs. A second 6 in. standpipe riser will be located in the second egress stairs (within the high-rise tower). All stairs shall have a fire standpipe.

(iv) On each floor in each stair (attached to each standpipe riser) will be a 2-1/2 in. angle valve with a cap and chain.

(v) The combination standpipe/sprinkler riser will be provided with a control valve at each floor. The floor control valve assembly consists of a control valve, water-flow alarm and drain. The drain is connected to a drain riser which parallels the riser in the stairs.

(vi) Siamese connections for the sprinkler and standpipe system will be provided on 12th Street, 11th Street and Seventh Avenue, accessible for Fire Department use.

(vii) The wet sprinkler system will be provided throughout the Condominium, with the exception of the Electrical Service and Elevator Machine Rooms. The Retail Units, Community Facility Unit, Garage Unit, and Storage Unit will be provided with capped outlet for extension of branch sprinkler distribution by the Unit Owner. The source of water supply for the sprinkler system shall be from the combined fire standpipe sprinkler system automatic fire pump and the siamese connections.

(viii) There will be sprinklers installed in public corridors and within the Residential Units in Living Rooms, Bedrooms, Kitchens, hallways, Bathrooms over 55 sq.ft., closets/Pantries over 24 sq.ft. and miscellaneous other spaces, in accordance with New York City Code and NFPA standards. Sprinkler heads will be upright, pendent, or side-spray types, depending on the locations and installation conditions.

(ix) The trash chute(s) will be provided with sprinkler protection. A sprinkler will be located within the trash chute above the lowest trash chute access, above the highest trash chute access and every other floor in between.

(x) A Lobby fire department hose cabinet and locked key box will be located at the Ground Floor.

M. Heating

(1) Heating for the project will be provided from the Con Edison district high-pressure steam service. A metering station and pressure-reducing station will be provided to reduce the incoming steam pressure to low pressure for utilization within the buildings.

(2) Multiple steam converters will generate heating hot water from the Con Edison supplied steam, and hot water circulation pumps will circulate hot water to residential apartment fan coil units and entrance heaters.

(3) All Residential Units will be served by factory-packaged 4-pipe fan coil units with dedicated hot water heating coils (one [1] coil per fan coil unit). See Air Conditioning Section for additional fan coil unit information.

(4) The Community Facility and Retail Units will be provided with metered chilled water and low-pressure steam and steam condensate to supply their own HVAC system. The Storage Unit will be served conditioned air from the central Cellar air-conditioning system.

(5) All supply air systems will be provided with steam heating coils.

(6) All piping will be of steel or copper construction.

(7) Insulation of Piping and Ductwork: All piping and ductwork will be insulated with fiberglass (or similar material approved for use within the City of new York) of thicknesses and R values (which vary as a function of pipe size) in accordance with New York City Mechanical, Plumbing and Energy Codes.

N. Gas Supply

(1) Gas service for the project will be provided by Con Edison via low-pressure gas service: one (1) new 4 in. metered service at 11th Street will serve the gas-fired emergency generator and one (1) new 6 in. metered service at 12th Street will serve the remaining

gas-consuming equipment for the project, including cooking gas for the Residential Units.

(2) All gas usage for common areas, the emergency generator and for the individual Residential Units, including cooking gas and fireplace gas in units where applicable, will be borne as a residential common charge to the Condominium Association.

(3) Gas piping will be steel construction.

O. Air Conditioning

(1) The project will be served by a central chilled water plant, comprised of two (2) electrically driven centrifugal refrigeration machines. Steel condenser water piping and multiple condenser water pumps will connect the refrigeration machines with cooling tower cells located at the top of building 155 West 11th Street.

(2) A plate-and-frame heat exchanger will be provided to allow water-side economizer operation in order to generate chilled water during Winter season periods without the use of mechanical refrigeration.

(3) Air conditioning (and heating) for the Residential Units will be provided by factory-packaged 4-pipe fan coil units. Each fan coil unit will include a supply fan driven by an ECM motor, a chilled water cooling coil, a hot water heating coil and a "throw-away" air filter. In addition, the fan coil units will include wall-mounted temperature and fan speed controls.

(4) Central chilled water air conditioning units are located in the Basement Level MER's. These units provide conditioned supply air for common corridors, amenity spaces as well as make-up air to the Residential Units. All piping will be of steel or copper construction.

(5) All rotating equipment will be provided with vibration isolation. All ductwork exposed to the exterior will be of galvanized, stainless steel or aluminum construction in order to resist corrosion.

(6) Insulation of Piping and Ductwork: All piping will be insulated in accordance with New York City Mechanical and Energy Codes.

P. Ventilation

(1) Each residential condominium unit Bathroom will be provided with mechanical exhaust by fans connected to exhaust air duct risers located within fire-rated shafts in accordance with New York City Code requirements. Sound levels associated with Bathroom exhaust fans will be approximately NC 40.

(2) The kitchen hoods in each Apartment, except units on floors 5 through 12 of building 150 West 12th Street and the Studio Units will be directly connected to vertical duct risers that extend up to exhaust fans at the Penthouse Mechanical Level or Roof Level of the buildings.

(3) All Residential Units will be mechanically ventilated by a dedicated 100% outside air system ducted to each Unit. This supply air is conditioned to approximate room conditions and the amount of supply air delivered to each apartment will be regulated by constant volume regulators subject to the apartment appliance operation.

(4) Controls will be provided within each Unit to modulate the amount of make-up air that is delivered to each unit in conjunction with the flow rate of exhaust air through the kitchen exhaust hood, toilet exhaust and dryer exhaust.

(5) All bathroom, dryer exhaust and kitchen exhaust risers will be provided with an internal boot in lieu of a fire damper.

(6) Each Residential Unit will be provided with mechanical dryer exhaust via aluminum or stainless steel risers. The Cellar Level Common Laundry Room dryer exhaust duct will be constructed of aluminum or stainless steel of all-welded construction.

(7) Mechanical Rooms of sufficient area, Service Rooms, Water Meter Room, Fire Pump Room, Trash Room, Bicycle Room, misc. cellar rooms, etc. will be provided with mechanical ventilation according to the requirements of the NYC Building Code. A heating and ventilation unit will provide tempered outside air to these areas. General

exhaust for the mechanical areas will be provided and air volumes will be balanced with adjacent areas and individual room requirements. The central laundry rooms will be mechanically ventilated with dedicated supply and exhaust fans.

(8) Each Elevator Machine Room will be provided with an air-cooled A/C unit connected to the building's emergency power distribution system. The top of the elevator shaft will be vented per Code.

(9) Electrical Switchgear Rooms will be cooled with package air conditioning units.

Q. Electrical System

(1) The Consolidated Edison electric service will begin at the sidewalk on Seventh Avenue between 11th and 12th Streets. Within the sidewalk there will be transformer vaults, which in turn extend into network protector compartments just inside of the foundation wall, and then onto the main service Switchboard Room for the entire Condominium.

(2) Based on previous determination by the utility company, Con Edison, the existing 265/460 volt spot network transformer vaults, consisting of four (4) 2,500 kVA transformers, is sufficient to serve the Condominium.

(3) The main service Switchboard Room, which contains the two (2) main service switchboards, is located on the Cellar Level of 155 West 11th Street. Both switchboards are rated 4,000 amps, 265/460 volts, 3 phase, 4 wires, and contain both surge and ground fault protective devices.

(4) From the main service Switchboard Room, power will extend to numerous central distribution closets in the cellar. These central locations include local residential tower power distribution for mechanical and vertical transportation systems, as well as transformation for Residential Unit utilization voltage (120/208 volt) power.

(5) The Condominium's electrical service power will be directly metered by Con Edison on a central master meter. Residential power distribution will be submetered with revenue-grade submetering equipment, for each Residential Unit.

(6) Condominium Unit Service: All Residential Units will have either a single or double, single phase, 120/208 volt circuit breaker panel (load center), containing forty (40) pole positions minimum. All circuit breaker panels will have a main circuit breaker-rated between 100A (minimum) and 200A (maximum), which depends on the size of each Residential Unit and the selected appliances.

(i) These load centers will be adequate to power and serve lighting, fan coil units, kitchen appliances, laundry appliances, convenience outlets and other miscellaneous unit loads.

(ii) Each Residential Unit will have ceiling light fixtures in the Foyer, Corridor, Kitchen, and Bathrooms and j-boxes in the Bedrooms and Living/Dining rooms. The remainder of the unit lighting will be provided by the individual Unit Owner, via switched plug and cord outlets.

(iii) General outlets will be provided in each room as required by the National Electrical Code 2008 and N.Y.C. amendments.

(7) Fire pump disconnect switch and fire alarm system fuse cut-out will be fed from line-side of the house service switch in accordance with Code.

(8) Emergency lighting will be provided by the life safety emergency generator serving the entire complex.

(9) Water-resistant receptacles (GFI) are specified for exterior use, where required.

(10) Arc fault circuit interrupters (AFCI's) and ground fault circuit interrupters have been specified where required by Code.

(11) Three-way switches are provided in some common areas and Residential Units.

R. Life Safety System

(1) The life safety generator (725 kW) will be capable of generating 265/460V, 3 phase power to energize the project life safety loads in the event of utility power failure. The fuel source for the generator is natural gas.

(2) The generator will reside in a generator room above the penthouse of 145 West 11th Street.

(3) The generator will provide secondary source power in the event of a power outage to the following loads:

(a) Emergency lighting

(b) Elevators, inclusive of car lighting

(c) Fire alarm system (communication and detection)

(d) Gas booster pump for emergency generator

(e) Hot water pumps

(f) Cooling tower freeze protection

(g) Building Manager's Office

(h) Sump and ejector pumps

(i) Parking system, inclusive of garage door

(j) Telecom Service Entry Room

(4) Exit signs will utilize battery packs for back-up power.

(5) Post-Fire smoke purge reversing fans will be located at the roof level of each residential tower. The system will be designed in accordance with the 2008 New York City Building Code. The fans and associated floor isolation dampers will be remotely controlled from the Fire Command Center.

(6) Smoke vents will be provided at the top of stair enclosures, elevator hoistways and enclosed shafts. The smoke vent will open via activation of a smoke detector at the top of the stair, elevator hoistway or shaft. In addition, the dampers will be remotely controlled from the Fire Command Center.

S. Intercom & Security

(1) Access to an intercom will be provided for all Residential Units. Within each residence, connectivity to the Lobby desk and other key locations within the facility, through the intercom system, will be through an interface with the Residential Units' telephony system. An auxiliary phone relay will allow calls between the unit and the applicable front desk to be initiated via any phone (sharing the primary phone line) within the Residential Unit.

T. Fire and Smoke Detection Systems

(1) Fire Alarm System: A Code-compliant R-2 sprinkler alarm system will monitor the buildings fire alarm devices, including sprinkler and fire pump flow and tamper switches, as well as smoke and heat detectors in Mechanical Rooms.

(i) One-way speakers will be provided centrally in each unit.

(ii) The Condominium Association will be responsible for the maintenance of the fire alarm system.

(2) Smoke Detection System:

(i) Each Residential Unit will contain a combination carbon monoxide/smoke detector located in each bedroom and in the vicinity of the bedrooms. The detector will be wired to 120 volt local power and will be self-contained with its own sounding device. All combination carbon monoxide/smoke detectors will be interconnected with one another in such a manner that the activation of one (1) alarm or detector will activate all of the alarms or detectors in the individual Unit.

(ii) Smoke detectors will be provided in Electric Rooms, the top of elevator shafts, top of stair shafts, telephone equipment rooms, and Elevator Machine Rooms. Heat detectors will be provided at the generator and Steam Service Rooms.

(iii) Smoke detectors will be provided in ductwork as required by the 2008 New York City Mechanical Code.

U. Acoustics

(1) Environmental Noise: The development is located in a densely populated area. Exterior noise levels are consistent with that of an urban area and will be audible inside Residential Units.

(2) Mounting of TV Monitors and Loud Speakers: Amplified loud speakers and TV monitors shall not be mounted on or fixed to any Limited Residential Common Element demising partition. Where mounted on non-demising partitions, such mounting shall include appropriate resilient fasteners to control sound transmission to adjoining units.

(3) Mechanical Equipment: All mechanical equipment has been designed to meet New York City Noise Code, 2005. The acoustic environment on occupied residential Terraces may be influenced by the operation of building exhaust fans or other mechanical equipment. Emergency generator and other life safety equipment may be audible during operation including periodic testing.

V. Public Area Lighting

(1) Lighting shall be provided in public areas of the building by incandescent, LED, and/or fluorescent fixtures.

W. Garage and Parking Areas

(1) There is a parking garage located at the cellar with access via a ramp exiting and entering through the 140 West 12th Street building. The parking will be by valet and there will be a capacity of 89 vehicles. There will be 34 double stackers that will hold 68 of those vehicles. Accessible parking spaces are provided as required by law. Ventilation, fire protection and drainage will be provided in accordance with code. Electric heat will be provided for the attendant's office.

(2) Public Street parking and private garages also exist in the area with no guarantee of availability.

X. Swimming Pool

(1) There shall be a swimming pool at the cellar level of approximately 18' wide by 82' long and having a depth ranging from 4'-0" to 4'-6". The swimming pool will be provided with pumping, filtration and water heating systems in compliance with code.

Y. Recreation Facilities

(1) Swimming pool at the cellar.

(2) Fitness center at the cellar with cardio and weightlifting equipment.

(3) Amenities at the ground floor including a Children's room, Lounge, Dining Room, and Screening Room.

Z. Unit Information

(1) The estimated square foot area of the Condominium Units set forth in the Floor Plans, Schedule A of the Offering Plan and Exhibit B to the Condominium Declaration, are approximate and are based upon the following method of tabulation, described relative to the unit itself: Each Unit consists of the area measured horizontally from the exterior side of the exterior walls to the centerline of the partitions separating one Unit from another Unit (or to the stair side of any partition at any stair or the elevator side of any partition at any elevator separating a Unit from such stair or elevator), or to the corridor side of any partition separating a Unit from a corridor) or to the exterior side of any mechanical equipment spaces or any other Common Elements not within a Unit, or to the exterior side of the opposite exterior walls. Columns, mechanical pipes, shafts, shaftways, chases, chaseways and conduits are not deducted from measurement of a Unit. Each Unit consists of the area measured vertically from the top of the floor (located under the finished flooring and sub-flooring materials) to the underside of the ceiling slab or to the fireproofing of the metal decking above at areas of steel structure. As is customary in New York, these square foot areas exceed the usable floor area of each Unit. Floor area may include columns, mechanical pipe shafts, shaftways, chases, chaseways and conduits which may be incorporated behind protruding walls or may be separately enclosed as freestanding columns thereby reducing the available floor area. The clearance between the top of the floor slab on one floor and the top of the floor

slab on the next floor will vary among the Units, and certain Units may have less or an area of lesser clearance because of the presence of beams and/or mechanical spaces than other similarly situated Units; similarly, wall configurations may vary between similarly situated Units because of the presence of beams and/or mechanical spaces. Certain rooms within a Unit may have a lesser ceiling clearance or different wall configuration than other rooms within the Unit as a result of construction variances, the presence of beams and/or mechanical spaces within such Units, to accommodate facilities located above the same or otherwise to respond to field conditions. Ceiling heights vary in height between similar Units located on different floors and within a single Unit due to structural, mechanical, and architectural systems. Ceilings heights range from approximately 7'-6" to approximately 12'-6", with a minimum of 8'-0" in habitable spaces, with lower beams and soffits in some areas. Such ceiling and wall variances between Units and rooms within Units to accommodate described facilities are normal and customary in construction of this nature, and shall not be taken into account when calculating square footage, except to the extent of an actual loss of floor area in a Unit.

(2) Terraces appurtenant to a Unit are measured from the exterior measurement line of the Unit to which they are appurtenant to the outside faces of the copings of the Terrace wall or partition, and/or the center line of any dividing wall or partition located between Terraces.

(3) Any Common Elements located within a Condominium Unit are not considered part of such Condominium Unit, but are included in the measured area of each Unit.

AA. Finishes, Fixtures, and Equipment

(1) The finishes in 140 West 12th Street will be as follows:

(i) All 140 West 12th Street Units:
Flooring: 3/4" thick solid oak
Walls: Gypsum wallboard, primed and painted
Baseboard and Door Trim: Painted wood or MDF
Interior Doors: Painted wood or MDF
Fan Coil Unit Enclosures: Gypsum enclosure, primed and painted, with painted aluminum access panel at return

(ii) Typical 140 West 12th Street Kitchen:
Cabinetry: Painted Wood Cabinets
Countertop: Marble
Backsplash: Mirror

(iii) Typical 140 West 12th Street Master Bathroom:
Floors: Marble Mosaic
Walls: Stone Tiles
Ceiling: Gypsum wallboard, primed and painted
Vanity Top, Tub Apron and Surround: Marble Slab
Shower Floor: Mosaic Field
Shower Walls: Marble Tiles

(iv) Typical 140 West 12th Street Secondary Bathroom:
Floors: Marble Mosaic
Base: Marble
Walls: Gypsum wallboard, primed and painted
Ceiling: Gypsum wallboard, primed and painted
Vanity Top, Tub Apron and Surround: Marble Slab
Shower Floor: Marble Mosaic Field
Shower Walls: Ceramic Tiles

(v) Typical 140 West 12th Street Powder Room:
Floors: Marble Mosaic with Marble Border

Base: Marble
Walls: Gypsum wallboard, primed and painted
Ceiling: Gypsum wallboard, primed and painted
Vanity Top: Marble

(vi) Typical 140 West 12th Street Common Corridors:
Floors: Carpet
Walls: Gypsum wallboard with wall covering
Baseboard, Door Trim and Crown: Painted wood or MDF
Doors: Stained wood finish
Ceiling: Gypsum wallboard, primed and painted

(vii) Typical 140 West 12th Street Lobby:
Floors: White stone field with border
Walls: stone wainscot & trim, wood panels, wall covering
Ceiling: Gypsum wallboard, primed and painted

(viii) 140 West 12th Street Lobby Vestibule:
Floors: Coco mat with brass liner and border
Walls: stone wainscot & trim, wood panels, metal and glass partitions
Ceilings: Gypsum wallboard, primed and painted

(ix) 140 West 12th Street Mailroom:
Floors: stone
Walls: white stone walls & trim
Ceilings: Gypsum wallboard, primed and painted

(2) The finishes in 150 West 12th Street will be as follows:

(i) All 150 West 12th Street Units:
Flooring: 3/4" thick solid oak
Walls: Gypsum wallboard, primed and painted
Baseboard and Door Trim: Painted wood or MDF
Doors: Painted wood or MDF
Fan Coil Unit Enclosures: Gypsum enclosure, primed and painted, with painted aluminum access panel at return

(ii) Typical 150 West 12th Street Kitchen:
Cabinetry: Painted Wood Cabinets
Countertop: Soapstone
Backsplash: Mirror

(iii) Typical 150 West 12th Street Master Bathroom:
Floors: Marble Mosaic and Marble Border
Walls: Marble Tile
Ceiling: Gypsum wallboard, primed and painted
Vanity Top, Tub Apron and Surround: Marble
Shower Floor: Marble Mosaic
Shower Walls: Marble Tile

(iv) Typical 150 West 12th Street Secondary Bathroom:
Floors: Marble Mosaic with Marble Border
Walls: Gypsum wallboard, primed and painted
Ceiling: Gypsum wallboard, primed and painted
Vanity Top, Tub Apron and Surround: Marble Slab
Shower Floor: Marble Mosaic
Shower Walls: Ceramic Tiles

(v) Typical 150 West 12th Street Powder Room:
Floors: Marble Mosaic: Marble Field and Marble Border
Walls: Gypsum wallboard, primed and painted
Ceiling: Gypsum wallboard, primed and painted
Vanity Top: Marble

(vi) Typical 150 West 12th Street Common Corridors:
Floors: Marble Field and Marble Border
Walls: Gypsum wallboard with wall covering and high painted wood or MDF base
Ceiling: Gypsum wallboard, primed and painted, crown molding

(vii) 150 West 12th Street Lobby:
Floors: Marble and Marble pattern
Walls: Painted gypsum wallboard, painted wood trim, antique mirror
Ceiling: Gypsum wallboard, primed and painted, crown molding

(viii) 150 West 12th Street Lobby Vestibule:
Floors: Coco mat with brass liner and Marble and Marble pattern
Walls: Painted gypsum wallboard, painted wood trim, antique mirror
Ceilings: Gypsum wallboard, primed and painted, crown molding

(ix) Typical 150 West 12th Street Mailroom:
Floors: Marble
Walls: Marble, painted wood trim, antique mirror, painted gypsum wallboard
Ceilings: Gypsum wallboard, primed and painted

(3) The finishes in 160 West 12th Street will be as follows:

(i) All 160 West 12th Street Units:
Flooring: 3/4" thick solid oak
Walls: Gypsum wallboard, primed and painted
Baseboard and Door Trim: Painted wood or MDF
Interior Doors: Painted wood or MDF
Fan Coil Unit Enclosures: Gypsum enclosure, primed and painted, with painted aluminum access panel at return

(ii) Typical 160 West 12th Street Kitchen:
Cabinetry: Painted Wood and Stainless Steel
Countertop: Marble
Backsplash: Marble Tile

(iii) Typical 160 West 12th Street Master Bathroom:
Floors: Marble Mosaic and Border
Walls: Marble Tile
Ceiling: Gypsum wallboard, primed and painted
Vanity Top: Marble
Tub Deck: Marble
Tub Apron: Marble Tile
Shower Floor: Marble
Shower Walls: Marble Tile

(iv) Typical 160 West 12th Street Secondary Bathroom:
Floors: Marble Mosaic with Mosaic Border
Walls: Gypsum wallboard, primed and painted
Ceiling: Gypsum wallboard, primed and painted
Vanity Top, Tub Apron and Surround: Marble Marble Slab
Shower Floor: Marble

Shower Walls: Ceramic Tiles

(v) Typical 160 West 12th Street Powder Room:
Floors: Marble Mosaic, Marble Border
Walls: Gypsum wallboard, primed and painted
Ceiling: Gypsum wallboard, primed and painted
Vanity Top: Marble

(vi) Typical 160 West 12th Street Common Corridors:
Floors: Carpet
Walls: Gypsum wallboard with wall covering
Baseboard, Pilaster Trim & Door Trim: Painted wood or MDF
Doors: Painted metal finish
Ceiling: Gypsum wallboard, primed and painted

(vii) 160 West 12th Street Lobby:
Floors: stone
Walls: pilasters, painted gypsum wallboard, and stained wood panels
Ceiling: Gypsum wallboard beams, crown molding, Stone

(viii) 160 West 12th Street Lobby Vestibule:
Floors: Coco mat
Walls: Marble walls, Gypsum wallboard, primed and painted
Ceilings: Crown molding

(4) The finishes in 155 West 11th Street will be as follows:

(i) All 155 West 11th Street Units:
Flooring: 3/4" thick solid oak
Walls: Gypsum wallboard, primed and painted
Baseboard and Door Trim: Painted wood or MDF
Interior Doors: Painted wood or MDF
Fan Coil Unit Enclosures: Gypsum enclosure, primed and painted, with painted aluminum access panel at return

(ii) Typical 155 West 11th Street Kitchen:
Cabinetry: Wood Stained Cabinets
Countertop: Marble
Backsplash: Marble

(iii) Typical 155 West 11th Street Master Bathroom:
Floors: Marble Mosaic Band and Marble
Walls: Marble
Ceiling: Gypsum wallboard, primed and painted
Vanity Top: Marble
Tub Deck: Marble
Tub Face: Marble
Shower Floor: Marble mosaic field
Shower Walls: Marble

(iv) Typical 155 West 11th Street Secondary Bathroom:
Floors: Mosaic with Border
Walls: Gypsum wallboard, primed and painted
Ceiling: Gypsum wallboard, primed and painted
Shower Floor: Marble mosaic field
Shower Walls: Ceramic Tile

(v) Typical 155 West 11th Street Powder Room:
Floors: Mosaic and White Marble
Walls: Gypsum wallboard, primed and painted
Ceiling: Gypsum wallboard, primed and painted
Vanity Top: Marble

(vi) Typical 155 West 11th Street Common Corridors:
Floors: Carpet
Walls: Gypsum wallboard with wall covering
Baseboard and Door Trim: Painted wood or MDF
Doors: Stained wood finish
Ceiling: Gypsum wallboard, primed and painted

(vii) 155 West 11th Street Lobby:
Floors: Marble pattern with marble border
Walls: pilasters, painted gypsum wallboard, and stained wood panels
Ceiling: Gypsum wallboard beams, crown molding

(viii) 155 West 11th Street Lobby Vestibule:
Floors: Coco mat
Walls: Marble walls, gypsum wallboard, primed and painted
Ceilings: Gypsum Wall board, painted and primed, crown molding

(5) The finishes in 145 West 11th Street will be asfollows:

(i) All 145 West 11th Street Units:
Flooring: 3/4" thick solid oak
Walls: Gypsum wallboard, primed and painted
Baseboard and Door Trim: Painted wood or MDF
Doors: Painted wood or MDF
Fan Coil Unit Enclosures: Gypsum enclosure, primed and painted, with painted aluminum access panel at return

(ii) Typical 145 West 11th Street Kitchen:
Cabinetry: Wood Cabinets
Countertop: Marble
Backsplash: Marble

(iii) Typical 145 West 11th Street Master Bathroom:
Floors: Marble with Mosaic Band, Marble Border
Walls: Marble Tile
Ceiling: Gypsum wallboard, primed and painted
Vanity Top: Marble
Tub Deck: Marble
Tub Front: Marble Slab
Shower Floor: Marble mosaic field
Shower Walls: Marble Tile

(iv) Typical 145 West 11th Street Secondary Bathroom:
Floors: Marble with Border
Walls: Gypsum wallboard, primed and painted
Ceiling: Gypsum wallboard, primed and painted
Shower Floor: Marble mosaic field
Shower Walls: Ceramic Tiles

(v) Typical 145 West 11th Street Powder Room:
Floors: Marble Mosaic

Walls: Gypsum wallboard, primed and painted
Ceiling: Gypsum wallboard, primed and painted
Vanity Top: Marble

(vi) 145 West 11th Street Lobby:
Floors: Marble and brass Mosaic with marble border
Ceiling: Crown molding, painted gypsum wallboard

(vii) 145 West 11th Street Lobby Vestibule:
Floors: Coco mat, Stone field, Marble and Brass Mosaic border
Walls: Stone base and walls, metal and glass lobby window
Ceilings: Painted decorative ceiling

(6) The finishes in the 141 – 133 West 11th Street Townhouse Buildings will be asfollows:

(i) All 141 - 133 West 11th Street Townhouse Buildings:
Flooring: 3/4" thick solid oak
Walls: Gypsum wallboard, primed and painted
Baseboard and Door Trim: Painted wood or MDF
Doors: Painted wood or MDF
Fan Coil Unit Enclosures: Gypsum enclosure, primed and painted, with painted aluminum access panel at return

(ii) Typical 141 - 133 West 11th Street Townhouse Building Kitchen:
Cabinetry: Custom Wood Stained Cabinets and Burnished Stainless Steel Lower Cabinet fronts
Countertop: Marble
Backsplash: Marble and stainless steel

(iii) Typical 141 - 133 West 11th Street Townhouse Building Master Bathroom:
Floors: Marble Mosaic Band
Walls: Marble Tile, gypsum wallboard, primed and painted
Ceiling: Gypsum wallboard, primed and painted, crown molding
Vanity Top: Marble
Tub Deck: Marble
Tub Face: Slab
Shower Floor: Marble mosaic field
Shower Walls: Marble Tile

(iv) Typical 141 - 133 West 11th Street Townhouse Building Secondary Bathroom at 4th Floor (Children's Bathroom):
Floors: Marble Mosaic: Mosaic Border
Walls: Gypsum wallboard, primed and painted
Ceiling: Gypsum wallboard, primed and painted
Tub Deck: Marble
Tub Face: Marble
Tub/Shower Walls: Ceramic Tiles

(v) Typical 141 - 133 West 11th Street Townhouse Building Secondary Bathroom at 4th Floor:
Floors: Marble with Border
Walls: Gypsum wallboard, primed and painted
Ceiling: Gypsum wallboard, primed and painted
Shower Floor: Marble mosaic field
Shower Walls: Ceramic Tiles

(vi) Typical 141 - 133 West 11th Street Townhouse Building Secondary Bathroom at 5th Floor:

Floors: Mosaic with Border
Walls: Gypsum wallboard, primed and painted
Ceiling: Gypsum wallboard, primed and painted
Shower Floor: Mosaic
Shower Walls: Ceramic Tiles

(vii) Typical 141 - 133 West 11th Street Townhouse Building Powder Room:
Floors: Mosaic with Marble
Walls: Marble Wainscot and Gypsum wallboard, primed and painted above
Ceiling: Gypsum wallboard, primed and painted
Vanity Top: Marble

(viii) Typical 141 - 133 West 11th Street Townhouse Building Stair:
Floors: solid oak
Walls: Gypsum wallboard, primed and painted
Ceiling: Gypsum wallboard, primed and painted

(ix) Typical 141 - 133 West 11th Street Townhouse Building Entry:
Floors: Mosaic with Marble
Walls: Gypsum wallboard, primed and painted
Ceiling: Gypsum wallboard, primed and painted

(7) The finishes in the Amenity spaces will be asfollows :

(i) Typical Fitness Amenity Spaces:
Floors: marble, Epoxy Terrazzo, Glazed Ceramic Tile, Rubber Flooring, Resilient Athletic Wood Flooring System, Stained Wood base, marble base, Terrazzo base, Glazed Ceramic Tile base
Walls: Gypsum wallboard, primed and painted, stained wood veneer panels and stained solid wood profiles, marble, Mirror, Glazed Ceramic Tile
Ceilings: Gypsum wallboard, primed and painted

(ii) Typical Pool Amenity Spaces:
Floors: Granite, Glazed Ceramic Tile base
Walls: Glazed Ceramic Tile, Ceramic Tile, Tempered clear glass, Bubbled Tempered Seeded glass
Ceilings: Gypsum wallboard, primed and painted, Glazed Ceramic Tile, Glass Mosaic Tile

(iii) Typical Locker Room Amenity Spaces:
Floors: marble tile, Glazed Ceramic Tile, Marble, Glass Mosaic Tile, Glazed Ceramic Tile base, Marble base
Walls: Gypsum wallboard, primed and painted, Glazed Ceramic Tile, Glass Mosaic Tile
Ceilings: Gypsum wallboard, primed and painted, Glass Mosaic Tile

(iv) Typical Lounge Amenity Spaces:
Floors: marble, Stained Oak Plank flooring, Stained Wood base, marble base
Walls: Gypsum wallboard, primed and painted, stained wood veneer panels and stained solid wood profiles, Tempered glass, fabric paneling
Ceilings: Primed and Painted Gypsum Wallboard, Crown Molding, Paint grade wood panels and solid wood profiles

(v) Typical Guest Kitchen / Dining Amenity Spaces:
Floors: marble tile, marble, carpet, Stained Oak Plank border flooring, stained wood base, marble base
Walls: Gypsum wallboard, primed and painted, stained wood profiles, Tempered glass, marble, Glazed Ceramic Tile, fabric paneling
Ceilings: Primed and Painted Gypsum Wallboard, Crown Molding,, Paint grade wood panels and solid wood profiles, Stone: mosaic marble tile

(vi) Typical Media Room Amenity Spaces:

Floors: marble tile, custom wool carpet, stained wood base, marble base

Walls: Gypsum wallboard, primed and painted veneer panels and solid wood profiles, marble tile, fabric panels

Ceilings: Primed and Painted Gypsum Wallboard, Crown Molding,

Typical Children's Room Amenity Spaces:

Floors: Wood, carpet tile, tile

Walls: Painted Gypsum Wall board

Ceilings: Painted Gypsum Wall board, tin ceiling tile

(8) The bathroom fixtures and fittings in 140 West 12th Street will be as follows (all of the finishes in this section or equal in terms of quality, finish and functionality shall be provided):

| ITEM | DESCRIPTION | BATHROOM TYPES |
|---|---|---|
| Faucet | Waterworks Aero-Retro Lavatory Faucet w/ Cross Handles RTLS01N Polished Nickel | Master baths, powder rooms |
| Faucet | Waterworks Industrial Luxe Lavatory Faucet with Lever Handles LXLS12N Polished Nickel | Secondary baths, where they exist |
| Water Closet | Whittington, Appleby Dual-Flush toilet, white | All baths except where noted |
| Bathtubs | Waterworks Cambridge Drop In/Undermount Rectangular Cast Iron Tub, CGBT98, White | Master baths except 1M12 & 1M5 |
| Bathtubs | Sunrise Specialty, 67" Freestanding Oval Cast Iron, Piedmont, 872, White | Master baths 1M12, 1M5 |
| Bathtubs | Sunrise Specialty Drop In/Undermount Rectangular Cast Iron Tub, 807-68, White. Accessories in polished nickel | Secondary baths 1S1, 1S2 |
| Tub Filler | Waterworks Aero-Retro Deck Mounted Tub Filler w/Cross Handles RTTF88N Polished Nickel | Master baths |
| Tub Filler | Waterworks, Polished Nickel<br>Wall Mounted Tub Spout: Aero-Retro, RTTS82N<br>Hand Shower: Aero-Retro, RTHS25N<br>Thermostatic Shower Control Valve Trim Plate: Aero-Retro, RTTH58/ RTSV58 with rough GUSV37R<br>Volume Control Wall Valve Trim: Aero-Retro, RTVC57N<br>Two Way Diverter Plate Universal, WWSV01N with rough GUDV14R | Master baths, where fixtures must be wall mounted |
| Tub Filler | Waterworks, Polished Nickel<br>Exposed Tub Filler Body: (Spec TBD)<br>Hand Shower: Aero-Retro (Spec TBD)<br>Floor Unions: Universal, EAT U32N | Master baths 1M12, 1M5 |

| | | |
|---|---|---|
| Wall Mounted Tub Spout | Waterworks, Industrial Luxe, LXTU 39N Polished Nickel | Secondary baths with tubs, where they exist |
| Bath/Shower Mixer | Waterworks, Polished Nickel<br>Shower Head/Arm/Flange: Aero-Retro RTSH72N<br>Hand Shower: Aero-Retro RTHS25N<br>Thermostatic Shower Valve: Aero-Retro RTSV58N with rough GUSV37R<br>Wall valve trim: Aero-Retro RTVC57N with diverter WWSV02N and valve Universal GUSV14R | Master baths |
| Bath/Shower Mixer | Waterworks, Industrial Luxe, Polished Nickel<br>Shower Head w/ Arm and Flange: LXSH 81N<br>Hand shower: LXHS40N<br>Shower Valve Trim: LXSV90N with rough GUSV81R<br>Wall valve trim: LXSV 82N with diverter trim WWSVSP and valve GUSV65R | Secondary baths, where they exist |
| Shower Drain | Waterworks, Universal WWSDO2N-K | Master baths, secondary baths, where they exist |
| Sink | Kohler Tahoe Undercounter Lavatory K-2890-8U-0, white | Master baths, secondary baths, where they exist |
| Sink | Kohler Caxton Undercounter Lavatory K-2205 | Powder rooms |
| Trap | Kohler Adjustable P-trap with tubing outlet, 1-1/4" x 1-1/4" K-8998-CP | Master baths, secondary baths, powder rooms |
| Vanity | Custom-designed vanity | Master baths, secondary baths where they exist, and powder rooms |
| Medicine Cabinet | Custom-designed medicine cabinet | Masters baths and secondary baths, where they exist |
| Mirror | Custom-designed mirror | Powder rooms |

(9) The bathroom fixtures and fittings in 150 West 12th Street will be as follows (all of the finishes in this section or equal in terms of quality, finish and functionality shall be provided):

| ITEM | DESCRIPTION | BATHROOM TYPES |
|---|---|---|
| Faucet | Waterworks Aero-Retro Lavatory Faucet w/ Cross Handles RTLS01N Polished Nickel | Master baths, powder rooms |
| Faucet | Waterworks Studio Transit Lavatory Faucet with Lever Handles TRLS10N | Secondary baths, where |

| | | |
|---|---|---|
| | Polished Nickel | they exist |
| Water Closet | Gerber Ultra Dual-flush pressure-assist toilet, elongated back outlet DF-21-310 white | As noted in drawings |
| Water Closet | Whittington, Appleby Dual-Flush toilet, white | All baths except where noted |
| Bathtubs | Waterworks Cambridge Drop In/Undermount Rectangular Cast Iron Tub, CGBT98, White | Master baths except: 2M2, 2M6 |
| Bathtubs | Sunrise Specialty Piedmont 67" Freestanding Oval Cast Iron Tub #872, White. Accessories in polished nickel. | Master bath 2M2, 2M6 |
| Bathtubs | Sunrise Specialty Drop In/Undermount Rectangular Cast Iron Tub, 807-68, White. Accessories in polished nickel. | Secondary baths 2S1, 2S5 |
| Tub Filler | Waterworks Aero-Retro Deck Mounted Tub Filler w/Cross Handles RTTF88N Polished Nickel | Master baths |
| Wall Mounted Tub Spout | Waterworks Studio-Transit, WWTU34N Polished Nickel | Secondary baths with tubs, where they exist |
| Bath/Shower Mixer | Waterworks, Polished Nickel<br>Shower Head/Arm/Flange: Aero-Retro RTSH72N<br>Hand Shower: Aero-Retro RTHS25N<br>Thermostatic Shower Valve: Aero-Retro RTSV58N with rough GUSV37R<br>Wall valve trim: Aero-Retro RTVC57N with diverter WWSV02N and valve Universal GUSV14R | Master baths |
| Bath/Shower Mixer | Waterworks, Polished Nickel<br>Shower Head: Universal WWSH27N w/ Arm and Flange Studio Transit TRSH01N<br>Hand shower: TRHS01N<br>Shower Valve Trim: Studio Transit 05-70605-64174 with valve Universal GUSV81R<br>Volume control trim: Studio Transit 05-65057-76699 with diverter plate WWSVSP and valve GUSV65R | Secondary baths, where they exist |
| Shower Drain | Waterworks, Universal WWSDO2N-K | Master baths, secondary baths, where they exist |
| Sink | Kohler Tahoe Undercounter Lavatory K-2890-8U-0, white | Master baths, secondary baths where they exist |
| Sink | Kohler Caxton Undercounter | Powder rooms |

| | | |
|---|---|---|
| | Lavatory K-2205 | |
| Trap | Kohler Adjustable P-trap with tubing outlet, 1-1/4" x 1-1/4" K-8998-CP | Master baths, secondary baths, powder rooms |
| Vanity | Custom-designed vanity | Master baths, secondary baths, and powder rooms |
| Medicine Cabinet | Custom-designed medicine cabinet | Master baths, secondary baths where they exist |
| Mirror | Custom-designed mirror | Powder rooms |

(10) The bathroom fixtures and fittings in 160 West 12th Street will be as follows (all of the finishes in this section or equal in terms of quality, finish and functionality shall be provided):

| ITEM | DESCRIPTION | BATHROOM TYPES |
|---|---|---|
| Faucet | Waterworks Aero-Retro Lavatory Faucet w/ Cross Handles RTLS01N Polished Nickel | Master baths, powder rooms where they exist |
| Faucet | Waterworks Industrial Luxe Lavatory Faucet with Lever Handles LXLS12N Polished Nickel Handles | Secondary baths, accessible, where they exist |
| Water Closet | Whittington, Appleby Dual-Flush toilet, white | All baths |
| Bathtubs | Waterworks Cambridge Drop In/Undermount Rectangular Cast Iron Tub, CGBT98, White | Master baths except 3M17, 3M19 |
| Bathtubs | Sunrise Specialty Piedmont 67" Freestanding Oval Cast Iron Tub #872, White. Accessories in polished nickel | Master baths 3M17, 3M19 |
| Bathtubs | Sunrise Specialty Drop In/Undermount Rectangular Cast Iron Tub, 807-68, White. Accessories in polished nickel | Secondary baths 3S1, 3S2, 3S5 |
| Tub Filler | Waterworks Aero-Retro Deck Mounted Tub Filler w/Cross Handles RTTF88N Polished Nickel | Master baths |
| Tub Filler | Waterworks, Polished Nickel<br>Wall Mounted Tub Spout: Aero-Retro, RTTS82N<br>Hand Shower: Aero-Retro, RTHS25N<br>Thermostatic Shower Control Valve Trim Plate: Aero-Retro, RTTH58/ RTSV58 with rough GUSV37R<br>Volume Control Wall Valve Trim: Aero-Retro, RTVC57N<br>Two Way Diverter Plate Universal, WWSV01N with rough GUDV14R | Master baths, where fixtures must be wall mounted |

| | | |
|---|---|---|
| Tub Filler | Waterworks, Polished Nickel<br>Exposed Tub Filler Body: (Spec TBD)<br>Hand Shower: Aero-Retro (Spec TBD)<br>Floor Unions: Universal, EAT U32N | Master baths, as required |
| Wall Mounted Tub Spout | Waterworks, Industrial Luxe, LXTU 39N Polished Nickel | Secondary baths with tubs, where they exist |
| Bath/Shower Mixer | Waterworks, Polished Nickel<br>Shower Head/Arm/Flange: Aero-Retro RTSH72N<br>Hand Shower: Aero-Retro RTHS25N<br>Thermostatic Shower Valve: Aero-Retro RTSV58N with rough GUSV37R<br>Wall valve trim: Aero-Retro RTVC57N with diverter WWSV02N and valve Universal GUSV14R | Master baths |
| Bath/Shower Mixer | Waterworks, Industrial Luxe, Polished Nickel<br>Shower Head w/ Arm and Flange: LXSH 81N<br>Hand shower: LXHS40N<br>Shower Valve Trim: LXSV90N with rough GUSV81R<br>Wall valve trim: LXSV 82N with diverter trim WWSVSP and valve GUSV65R | Secondary baths, where they exist |
| Shower Drain | Waterworks, Universal WWSDO2N-K | Master baths, secondary baths, where they exist |
| Sink | Kohler Tahoe Undercounter Lavatory K-2890-8U-0, white | Master baths, secondary baths, where they exist |
| Sink | Kohler Caxton Undercounter Lavatory K-2205 | Powder rooms, where they exist |
| Trap | Kohler Adjustable P-trap with tubing outlet, 1-1/4" x 1-1/4" K-8998-CP | Master baths, secondary baths, powder rooms |
| Vanity | Custom-designed vanity | Master baths, secondary baths, and powder rooms |
| Medicine Cabinet | Custom-designed medicine cabinet | Master baths, secondary baths where they exist |
| Mirror | Custom-designed mirror | Powder rooms, where they exist |

(11) The bathroom fixtures and fittings in 155 West 11th Street will be as follows (all of the finishes in this section or equal in terms of quality, finish and functionality shall be provided):

| ITEM | DESCRIPTION | BATHROOM TYPES |
|---|---|---|

| | | |
|---|---|---|
| Faucet | Waterworks Aero Lavatory Set w/ Tri-spoke Handles AELS01N Polished Nickel | Master baths, powder rooms |
| Faucet | Waterworks Industrial Luxe Lavatory Faucet with Lever Handles LXLS12N Polished Nickel | Secondary baths, accessible, where they exist |
| Water Closet | Whittington, Appleby Dual-Flush toilet, white | All baths except where noted |
| Bathtubs | Waterworks Cambridge Drop In/Undermount Rectangular Cast Iron Tub, CGBT98, White | Master baths except 4M18, 4M19, 4M20, 4M24, 4M25, 4M26, 4M27 |
| Bathtubs | Waterworks Belvedere Drop In/Undermount Oval Bath Tub with Center Drain BVBT20, White | Master baths 4M18, 4M19, 4M20, 4M24, 4M25, 4M26, 4M27 |
| Bathtubs | Sunrise Specialty Drop In/Undermount Rectangular Cast Iron Tub, 807-68, White. Accessories in polished nickel | Secondary baths 4S1, 4S2, 4S3, 4S9B |
| Tub Filler | Waterworks Aero Low Profile Concealed Tub Filler with Hand shower and Metal Cross Handles AETU88N Polished Nickel | Master baths |
| Tub Filler | Waterworks, Polished Nickel<br>Wall Mounted Tub Spout: Aero, AETS82N<br>Hand Shower: Aero, AEHS25N<br>Thermostatic Shower Valve: Aero, AETH58N with rough GUTH37R<br>Volume Control Wall Valve Trim: Aero, AEVC57N with diverter plate WWSV01N, with rough GUDV14R | Master baths, where wall mounted fixtures are required |
| Tub Filler | Waterworks, Polished Nickel<br>Exposed Tub Filler Body Waterworks (Spec TBD)<br>Aero Hand Shower (Spec TBD)<br>Floor Unions: Universal, EATU32N | Master baths, where floor mounted fixtures are required |
| Wall Mounted Tub Spout | Waterworks, Industrial Luxe, LXTU 39N Polished Nickel | Secondary baths with tubs, where they exist |
| Bath/Shower Mixer | Waterworks, Polished Nickel<br>Shower Head/Arm/Flange: Aero AESH72N<br>Hand Shower: Aero AEHS25N<br>Thermostatic Shower Valve: Aero AESV58N with rough GUSV37R<br>Wall valve trim: Aero AESV57N with diverter WWSV02N and valve Universal GUSV14R | Master baths |
| Bath/Shower Mixer | Waterworks, Industrial Luxe, | Secondary baths, where |

| | | |
|---|---|---|
| | Polished Nickel<br>Shower Head w/ Arm and Flange: LXSH 81N<br>Hand shower: LXHS40N<br>Shower Valve Trim: LXSV90N with rough GUSV81R<br>Wall valve trim: LXSV 82N with diverter trim WWSVSP and valve GUSV65R | they exist |
| Shower Drain | Waterworks, Universal WWSDO2N-K | Master baths, secondary baths, where they exist |
| Sink | Kohler Tahoe Undercounter Lavatory K-2890-8U-0, white | Master baths, secondary baths, where they exist |
| Sink | Kohler Caxton Undercounter Lavatory K-2205 | Powder rooms |
| Trap | Kohler Adjustable P-trap with tubing outlet, 1-1/4" x 1-1/4" K-8998-CP | Master baths, secondary baths, powder rooms |
| Vanity | Custom-designed vanity | Master baths, secondary baths and powder rooms, as they exist |
| Medicine Cabinet | Custom-designed medicine cabinet | Master baths, secondary baths where they exist |
| Mirror | Custom-designed mirror | Powder rooms |

(12) The bathroom fixtures and fittings in 145 West 11th Street will be as follows (all of the finishes in this section or equal in terms of quality, finish and functionality shall be provided):

| ITEM | DESCRIPTION | BATHROOM TYPES |
|---|---|---|
| Faucet | Waterworks Aero Lavatory Set w/ Tri-spoke Handles AELS01N Polished Nickel | Master baths, powder rooms |
| Faucet | Waterworks Industrial Luxe Lavatory Faucet with Lever Handles LXLS12N Polished Nickel | Secondary baths, accessible, where they exist |
| Water Closet | Whittington, Appleby Dual-Flush toilet, white | All baths |
| Bathtubs | Kallista Michael Smith Drop In/Undermount RectangularCast Iron Tub P50035-BA White | Master baths |
| Bathtubs | Sunrise Specialty Drop In/Undermount Rectangular Cast Iron Tub, 807-68, White. Accessories in polished nickel | Secondary baths 5S1, 5S2 |
| Tub Filler | Waterworks Aero Low Profile Concealed Tub Filler with Hand shower and Metal Cross Handles AETU88N Polished Nickel | Master baths |

| | | |
|---|---|---|
| Wall Mounted Tub Spout | Waterworks, Industrial Luxe, LXTU39N Polished Nickel | Secondary baths with tubs, where they exist |
| Bath/Shower Mixer | Waterworks, Polished Nickel<br>Shower Head/Arm/Flange: Aero AESH72N<br>Hand Shower: Aero AEHS25N<br>Thermostatic Shower Valve: Aero AESV58N with rough GUSV37R<br>Wall valve trim: Aero AESV57N with diverter WWSV02N and valve Universal GUSV14R | Master baths |
| Bath/Shower Mixer | Waterworks, Industrial Luxe, Polished Nickel<br>Shower Head w/ Arm and Flange: LXSH 81N<br>Hand shower: LXHS40N<br>Shower Valve Trim: LXSV90N with rough GUSV81R<br>Wall valve trim: LXSV 82N with diverter trim WWSVSP and valve GUSV65R | Secondary baths, where they exist |
| Shower Drain | Waterworks, Universal WWSDO2N-K | Master baths, secondary baths, where they exist |
| Sink | Kohler Tahoe Undercounter Lavatory K-2890-8U-0, white | Master baths, secondary baths where they exist |
| Sink | Kohler Caxton Undercounter Lavatory K-2205 | Powder rooms |
| Trap | Kohler Adjustable P-trap with tubing outlet, 1-1/4" x 1-1/4" K-8998-CP | Master baths, secondary baths, powder rooms |
| Vanity | Custom-designed vanity | Master baths, secondary baths and powder rooms where they exist |
| Medicine Cabinet | Custom-designed medicine cabinet | Master baths, secondary baths where they exist |
| Mirror | Custom-designed mirror | Powder rooms |

(13) The bathroom fixtures and fittings in the 141 - 133 West 11th Street Townhouse Buildings will be as follows (all of the finishes in this section or equal in terms of quality, finish and functionality shall be provided):

| ITEM | DESCRIPTION | BATHROOM TYPES |
|---|---|---|
| Faucet | Waterworks Aero Lavatory Set w/ Tri-spoke Handles AELS01N Polished Nickel | Master baths, powder rooms |
| Faucet | Waterworks Industrial Luxe Lavatory Faucet with Lever Handles LXLS12N Polished Nickel | Secondary baths, accessible, where they exist |

| | | |
|---|---|---|
| Water Closet | Whittington, Appleby Dual-Flush toilet, white | All baths |
| Bathtubs | Waterworks Cambridge Drop In/Undermount Rectangular Cast Iron Tub, CGBT98, White | Secondary baths 6S1 |
| Bathtubs | Waterworks Belvedere Drop In/Undermount Oval Bath Tub with Center Drain BVBT20, White | Master baths |
| Bathtubs | Sunrise Specialty Drop In/Undermount Rectangular Cast Iron Tub, 807-68, White. Accessories in polished nickel | Secondary baths 6S2 |
| Tub Filler | Waterworks, Polished Nickel<br>Exposed Tub Filler Body Waterworks (Spec TBD)<br>Aero Hand Shower (Spec TBD)<br>Floor Unions: Universal, EATU32N | Master baths |
| Wall Mounted Tub Spout | Waterworks, Industrial Luxe, LXTU 39N Polished Nickel | Secondary baths with tubs, where they exist |
| Bath/Shower Mixer | Waterworks, Polished Nickel<br>Shower Head/Arm/Flange: Aero AESH72N<br>Hand Shower: Aero AEHS25N<br>Thermostatic Shower Valve: Aero AESV58N with rough GUSV37R<br>Wall valve trim: Aero AESV57N with diverter WWSV02N and valve Universal GUSV14R | Master baths |
| Bath/Shower Mixer | Waterworks, Industrial Luxe, Polished Nickel<br>Shower Head w/ Arm and Flange: LXSH 81N<br>Hand shower: LXHS40N<br>Shower Valve Trim: LXSV90N with rough GUSV81R<br>Wall valve trim: LXSV 82N with diverter trim WWSVSP and valve GUSV65R | Secondary baths |
| Shower Drain | Waterworks, Universal WWSDO2N-K | Master baths, secondary baths, where they exist |
| Sink | Kohler Tahoe Undercounter Lavatory K-2890-8U-0, white | Master baths, secondary baths |
| Sink | Kohler Caxton Undercounter Lavatory K-2205 | Powder rooms |
| Trap | Kohler Adjustable P-trap with tubing outlet, 1-1/4" x 1-1/4" K-8998-CP | Master baths, secondary baths, powder rooms |

| | | |
|---|---|---|
| Vanity | Custom-designed vanity | Master baths, secondary baths and powder rooms |
| Medicine Cabinet | Custom-designed medicine cabinet | Master baths, secondary baths |
| Mirror | Custom-designed mirror | Powder rooms |

(14) The bathroom fixtures and fittings in the Amenities Spaces will be as follows (all of the finishes in this section or equal in terms of quality, finish and functionality shall be provided):

| ITEM | DESCRIPTION | LOCATIONS |
|---|---|---|
| Faucet | Waterworks Industrial Luxe Lavatory Faucet with Lever Handles LXLS12N Polished Nickel | All lavatories |
| Water Closet | Whittington, Appleby Dual-Flush toilet, white | All toilets |
| Urinal | Sloan Optima Systems WEUS-101.1311-0.125 ES-S White | Men's locker room |
| Bath/Shower Mixer | Waterworks, Industrial Luxe, Polished Nickel<br>Shower Head w/ Arm and Flange: LXSH 81N<br>Shower Valve Trim: LXSV64N with rough GUSV37R<br>Wall valve trim: LXSV 82N with valve GUSV12R and rough WWSV01N | All showers |
| Shower Drain | Waterworks, Universal WWSD02N-K | All showers |
| Sink | Kohler Tahoe Undercounter Lavatory K-2890-4U-0, white | All lavatories |
| Trap | Kohler Adjustable P-trap with tubing outlet, 1-1/4" x 1-1/4" K-8998-CP | All lavatories |
| Vanity | Custom-designed vanity | All vanities |
| Mirror | Custom-designed mirror | Locker rooms and powder rooms |

(15) The kitchen and laundry equipment in 140 West 12th Street will be as follows (all of the finishes in this section or equal in terms of quality, finish and functionality shall be provided):

| ITEM | DESCRIPTION | KITCHEN TYPES |
|---|---|---|
| Refrigerator | Sub-Zero 27" IC27R / Pro Handle | 1B, 1D, 1E, 1F, 1G, 1H, 1I, 1J, 1K, 1L |
| Refrigerator | Sub-Zero 27" IC27FI / Pro Handle | 1B, 1D, 1E, 1F, 1G, 1H, 1I, 1J, 1K, 1L |

| | | |
|---|---|---|
| Refrigerator/Freezer | Sub-Zero 36" 736TCI / Pro Handle | 1A, 1C |
| Refrigerator/Freezer | Sub-Zero 24" Undercounter UC-24CI / Pro Handle | 1J-WB |
| Range with oven | Wolf 48" DF486G Stainless steel | 1B, 1D, 1E, 1F, 1G, 1H, 1I, 1J, 1K, 1L |
| Range with oven | Wolf 36" DF366 Stainless steel | 1A, 1C |
| Wall oven | Wolf 30" SO30F/S | 1E, 1F, 1G, 1H, 1I, 1J, 1K, 1L |
| Ducted Hood | Wolf 48" PW482418 Stainless steel | 1B, 1D, 1E, 1F, 1G, 1H, 1I, 1J, 1K, 1L |
| Ducted Hood | Wolf 36" PW362210I Stainless steel | 1A, 1C |
| Dishwasher | Miele 24" Futura Diamond G5915SCi | 1A, 1B, 1C, 1D, 1E (2), 1F, 1G (2), 1H, 1I, 1J (2), 1K (2), 1L (2) |
| Dishwasher | Miele 18" Dimension Slimline G4500SCi | 1J-WB |
| Food Waste Disposal | Emerson Appliance Solutions H604-06C-64-02 | One per kitchen |
| Microwave Drawer | Wolf 30" MWD30-2F/S Framed | 1B, 1E, 1F, 1G, 1H, 1I, 1J, 1K, 1L |
| Microwave Drawer | Wolf 24" MWD30-2F/S Unframed | 1A, 1C, 1D, 1I |
| Faucet Set | Waterworks Aero-Retro RTKM-04 Polished Nickel | All units |
| Single Sink | Elkay 30" Gourmet Undermount Single Bowl ELU281610 DBG Stainless Steel | 1A, 1B, 1C, 1D, 1H (2), 1I, 1J (2), 1K (2), 1E, 1F, 1G, 1L (2) |
| Single Sink | Elkay 24" Gourmet Undermount Single Bowl ELU231710 Stainless Steel | 1E, IJ-WB |
| Single Sink | Elkay 18" Gourmet Undermount Single Bowl ELU1616DBG Stainless Steel | 1F |
| Single Sink | Elkay 12" Gourmet Undermount Single Bowl ELU1316 DBG Stainless Steel | 1J-WB, 1K-WB |
| Wine Cooler | Sub-Zero 27" Full Height 427RG/ Pro Handle | 1E, 1F, 1G, 1K-WB |
| Wine Cooler | Sub-Zero 24" Undercounter 424G/S / Pro Handle | 1F, 1H, 1I |
| Wine Cooler | Sub-Zero 15" Undercounter 315W/S / Pro Handle | 1B, 1D |
| Ice Maker | Sub-Zero 15" UC-15I / Pro Handle | 1J-WB |
| Washer | LG WM2655HVA Stacking; Color: Graphite Steel or Electrolux EIFLS551 Front Load, Stacking, | All units |

| | | |
|---|---|---|
| | Colors: White, Red, Blue - TBD | |
| Dryer | LG DLEX2655V Stacking; Color: Graphite Steel or Electrolux EIMED551 Front Load, Stacking, Colors: White, Red, Blue - TBD | All units |
| Laundry Sink | Kohler Gilford 24" Apron-Front Kitchen Sink K-12701 White | E-PH81, E-144, E-142 |
| Laundry Sink Faucet | Kohler Triton K-7308-5A-CP Polished Chrome | E-PH81, E-144, E-142 |

(16) The kitchen and laundry equipment in 150 West 12th Street will be as follows (all of the finishes in this section or equal in terms of quality, finish and functionality shall be provided):

| ITEM | DESCRIPTION | KITCHEN TYPES |
|---|---|---|
| Refrigerator | Sub-Zero 27" IC27R / Pro Handle | 2B, 2C, 2D, 2E, 2G |
| Freezer | Sub-Zero 27" IC27FI / Pro Handle | 2B, 2C, 2D, 2E, 2G |
| Refrigerator/Freezer | Sub-Zero 36" 736TCI / Pro Handle | 2F |
| Refrigerator/Freezer | Sub-Zero 30" BI-30U/S / Pro Handle | 2A |
| Refrigerator/Freezer | Sub-Zero 24" UC-24CI / Pro Handle | 2D-WB2 |
| Range with oven | Wolf 48" DF486G Stainless steel | 2B, 2C, 2D, 2E, 2G |
| Range with oven | Wolf 36" DF366 Stainless steel | 2F |
| Range with oven | Wolf 30" DF304 Stainless steel | 2A |
| Wall oven | Wolf 30" SO30F/S | 2B, 2C, 2D, 2G |
| Pizza oven | Mugnaini Piccolo 80 | |
| Ducted Hood | Wolf 48" PW482418 Stainless steel | 2B, 2C, 2D, 2E, 2G |
| Ducted Hood | Wolf 36" PW362210I Stainless steel | 2F |
| Ducted Hood | Wolf 30" PW302210I w/ recirculating kit where indictated Stainless steel | 2A |
| Dishwasher | Miele 24" Futura Diamond G5915SCi | 2A, 2B (2), 2C, 2D (2), 2E, 2F, 2G |
| Food Waste Disposal | Emerson Appliance Solutions H604-06C-64-02 | One per kitchen |
| Microwave Drawer | Wolf 30" MWD30-2F/S Framed | 2B, 2C, 2D, 2G |
| Microwave Drawer | Wolf 24" MWD30-2F/S Unframed | 2A, 2B, 2D-WB2, 2E, 2F |
| Faucet Set | Waterworks Aero-Retro RTKM-04 Polished Nickel | All units |
| Single Sink | Elkay 30" Gourmet Undermount Single Bowl ELU281610 DBG Stainless Steel | 2A, 2B, 2D (2), 2E, 2F, 2G |

| | | |
|---|---|---|
| Single Sink | Elkay 24" Gourmet Undermount Single Bowl ELU231710 Stainless Steel | 2B, 2D-WB2 |
| Single Sink | Elkay 18" Gourmet Undermount Single Bowl ELU1616DBG Stainless Steel | 2C, 2C-WB, 2G |
| Single Sink | Elkay 12" Gourmet Undermount Single Bowl ELU1316 DBG Stainless Steel | 2B-WB1 |
| Wine Cooler | Sub-Zero 27" 427RG/ Pro Handle | 2B, 2D-WB1 |
| Wine Cooler | Sub-Zero 24" 424G/S / Pro Handle | 2C-WB, 2G |
| Wine Cooler | Sub-Zero 15" 315W/S / Pro Handle | 2E |
| Ice Maker | Sub-Zero 15" UC-15I / Pro Handle | 2D-WB2 |
| Washer | LG WM2655HVA Stacking; Color: Graphite Steel or Electrolux EIFLS551 Front Load, Stacking, Colors: White, Red, Blue TBD | All units |
| Dryer | LG DLEX2655V Stacking; Color: Graphite Steel or Electrolux EIMED551 Front Load, Stacking, Colors: White, Red, Blue - TBD | All units |
| Laundry Sink | Kohler Gilford 24" Apron-Front Kitchen Sink K-12701 White | D-PH14, D-152, D-148 |
| Laundry Sink Faucet | Kohler Triton K-7308-5A-CP Polished Chrome | D-PH14, D-152, D-148 |

(17) The kitchen and laundry equipment in 160 West 12th Street will be as follows (all of the finishes in this section or equal in terms of quality, finish and functionality shall be provided):

| ITEM | DESCRIPTION | KITCHEN TYPES |
|---|---|---|
| Refrigerator | Sub-Zero 27" IC27R / Pro Handle | 3P |
| Freezer | Sub-Zero 27" IC27FI / Pro Handle | 3P |
| Refrigerator/Freezer | Sub-Zero 48" BI-48S / Pro Handle | 3O |
| Refrigerator/Freezer | Sub-Zero 36" 736TCI / Pro Handle | 3A, 3E, 3G, 3H, 3I, 3K, 3L, 3M, 3N, 3T, 3U |
| Refrigerator/Freezer | Sub-Zero 30" BI-30U/S / Pro Handle | 3B, 3C, 3R |
| Refrigerator/Freezer | Sub-Zero 27" 700TCI / Pro Handle | 3D, 3F, 3J, 3S |
| Refrigerator/Freezer Drawers | Sub-Zero 27" 700BC / Pro Handle | 3E, 3K, 3L, 3N, 3T, 3U |
| Refrigerator/Freezer | Sub-Zero 24" UC-24CI / Pro Handle | 3P-WB2 |
| Range with oven | Wolf 48" DF486G Stainless steel | 3O, 3P |
| Range with oven | Wolf 36" DF366 Stainless steel | 3A, 3E, 3G, 3H, 3I, 3K, 3L, 3M, 3N, 3T, 3U |

| | | |
|---|---|---|
| Range with oven | Wolf 30" DF304 Stainless steel | 3B, 3C, 3D, 3F |
| Range with oven | Viking 24" VGIC245-4BSS Stainless steel | 3J, 3S |
| Wall oven | Wolf 30" SO30F/S | 3P |
| Ducted Hood | Wolf 48" PW482418 Stainless steel | 3O, 3P |
| Ducted Hood | Wolf 36" PW362210I Stainless steel | 3A, 3E, 3G, 3H, 3I, 3K, 3L, 3M, 3N, 3T, 3U |
| Ducted Hood | Wolf 30" PW302210I w/ recirculating kit where indictated Stainless steel | 3B, 3C, 3D, 3F |
| Ducted Hood | Viking 24" VWH2410SS Stainless steel | 3J, 3S |
| Dishwasher | Miele 24" Futura Diamond G5915SCi | 3A, 3B, 3C, 3E, 3G, 3H, 3I, 3J, 3K, 3L, 3M, 3N, 3O, 3R, 3P(2), 3T, 3U |
| Dishwasher | Miele 18" Dimension Slimline G4500SCi | 3D, 3F, 3S |
| Food Waste Disposal | Emerson Appliance Solutions H604-06C-64-02 | One per kitchen |
| Microwave Drawer | Wolf 30" MWD30-2F/S Framed | 3P (2) |
| Microwave Drawer | Wolf 24" MWD30-2F/S Unframed | 3A, 3B, 3C, 3D, 3E, 3F, 3G, 3H, 3I, 3J, 3K, 3L, 3M, 3N, 3O, 3R, 3S, 3T, 3U |
| Faucet Set | Waterworks Aero-Retro RTKM-04 Polished Nickel | All kitchens |
| Single Sink | Elkay 30" Gourmet Undermount Single Bowl ELU281610 DBG Stainless Steel | 3A, 3B, 3C, 3E, 3G, 3H, 3I, 3K, 3L, 3M, 3N (2), 3O, 3P(2), 3R, 3T, 3U |
| Single Sink | Elkay 24" Gourmet Undermount Single Bowl ELU231710 Stainless Steel | 3D, 3F, 3J |
| Single Sink | Elkay 12" Gourmet Undermount Single Bowl ELU1316 DBG Stainless Steel | 3P-WB1, 3P-WB2 |
| Wine Cooler | Sub-Zero 27" 427RG/ Pro Handle | 3P-WB1 |
| Wine Cooler | Sub-Zero 15" 315W/S / Pro Handle | 3N, 3O, 3T |
| Ice Maker | Sub-Zero 15" UC-15I / Pro Handle | 3P-WB1, 3P-WB2 |
| Washer | LG WM2655HVA Stacking; Color: Graphite Steel or Electrolux EIFLS551 Front Load, Stacking, | All units |
| Dryer | LG DLEX2655V Stacking; Color: Graphite Steel or Electrolux EIMED551 Front Load, Stacking, | All units |
| Laundry Sink | Kohler Gilford 24" Apron-Front | C-28, C-38, C-48, C-58, C-68, C-78, C-88, C-98, |

| | | |
|---|---|---|
| | Kitchen Sink K-12701 White | C-108, C-76, C-86, C-72, C-32, C-82, C-TH6, C-PH112, C-106, C-96 |
| Laundry Sink Faucet | Kohler Triton K-7308-5A-CP Polished Chrome | C-28, C-38, C-48, C-58, C-68, C-78, C-88, C-98, C-108, C-76, C-86, C-72, C-32, C-82, C-TH6, C-PH112, C-106, C-96 |

(18) The kitchen and laundry equipment in 155 West 11th Street will be as follows (all of the finishes in this section or equal in terms of quality, finish and functionality shall be provided):

| ITEM | DESCRIPTION | KITCHEN TYPES |
|---|---|---|
| Refrigerator | Sub-Zero 27" IC27R / Pro Handle | 4B, 4V, 4W, 4Y |
| Freezer | Sub-Zero 27" IC27FI / Pro Handle | 4B, 4V, 4W, 4Y |
| Refrigerator/Freezer | Sub-Zero 48" BI-48S / Pro Handle | 4X |
| Refrigerator/Freezer | Sub-Zero 36" 736TCI / Pro Handle | 4D, 4G, 4I, 4J, 4L, 4N, 4Q, 4R, 4S, 4T |
| Refrigerator/Freezer | Sub-Zero 30" BI-30U/S / Pro Handle | 4A, 4A-1, 4A-2, 4A-3, 4C, 4E, 4F, 4H, 4K, 4M, 4O, 4P |
| Refrigerator/Freezer | Sub-Zero 27" 700TCI / Pro Handle | 4Z |
| Refrigerator/Freezer Drawers | Sub-Zero 27" 700BC / Pro Handle | 4J, 4Q, 4R, 4S, 4T, 4X |
| Range with oven | Wolf 48" DF486G Stainless steel | 4B, 4V, 4W, 4X, 4Y |
| Range with oven | Wolf 36" DF366 Stainless steel | 4D, 4G, 4I, 4J, 4L, 4M, 4N, 4Q, 4R, 4S, 4T |
| Range with oven | Wolf 30" DF304 Stainless steel | 4A, 4A-1, 4A-2, 4A-3, 4C, 4E, 4F, 4H, 4K, 4O, 4P |
| Range with oven | Viking 24" VGIC245-4BSS Stainless steel | 4Z |
| Wall oven | Wolf 30" SO30F/S | 4V, 4W, 4Y |
| Ducted Hood | Wolf 48" PW482418 Stainless steel | 4B, 4V, 4W, 4X, 4Y |
| Ducted Hood | Wolf 36" PW362210I Stainless steel | 4D, 4G, 4I, 4J, 4L, 4M, 4N, 4Q, 4R, 4S, 4T |
| Ducted Hood | Wolf 30" PW302210I w/ recirculating kit where indictated Stainless steel | 4A, 4A-1, 4A-2, 4A-3, 4C, 4E, 4F, 4H, 4K, 4O, 4P |
| Ducted Hood | Viking 24" VWH2410SS Stainless steel | 4Z |
| Dishwasher | Miele 24" Futura Diamond G5915SCi | 4A, 4A-1, 4A-2, 4A-3, 4B (2), 4C, 4D, 4E, 4F, 4G (2), 4H, 4I, 4J, 4K, 4L, 4M, 4N, 4O, 4P, 4Q, 4R, 4S, 4T, 4V, 4W, 4X, 4Y |

| | | |
|---|---|---|
| | | (2) |
| Dishwasher | Miele 18" Dimension Slimline G4500SCi | 4Z |
| Food Waste Disposal | Emerson Appliance Solutions H604-06C-64-02 | One per kitchen |
| Microwave Drawer | Wolf 30" MWD30-2F/S Framed | 4V, 4W, 4Y |
| Microwave Drawer | Wolf 24" MWD30-2F/S Unframed | 4A, 4A-1, 4A-2, 4A-3, 4B, 4C, 4D, 4E, 4F, 4G, 4H, 4I, 4J, 4K, 4L, 4M, 4N, 4O, 4P, 4Q, 4R, 4S, 4T, 4X |
| Faucet Set | Waterworks Aero-Retro RTKM-04 Polished Nickel | All kitchens |
| Single Sink | Elkay 30" Gourmet Undermount Single Bowl ELU281610 DBG Stainless Steel | 4A, 4A-1, 4A-2, 4A-3, 4B, 4C, 4D, 4E, 4F, 4G, 4H, 4I, 4J, 4K, 4L, 4M, 4N, 4O, 4P, 4Q, 4R, 4S, 4V, 4W, 4Y |
| Single Sink | Elkay 24" Gourmet Undermount Single Bowl ELU231710 Stainless Steel | 4Y, 4Z |
| Single Sink | Elkay 18" Gourmet Undermount Single Bowl ELU1616DBG Stainless Steel | 4B, 4J, 4V, 4W |
| Wine Cooler | Sub-Zero 24" 424G/S / Pro Handle | 4V, 4W |
| Wine Cooler | Sub-Zero 15" 315W/S / Pro Handle | 4B, 4J, 4Q, 4R, 4T, 4X |
| Washer | LG WM2655HVA Stacking; Color: Graphite Steel or Electrolux EIFLS551 Front Load, Stacking, | All units |
| Dryer | LG DLEX2655V Stacking; Color: Graphite Steel or Electrolux EIMED551 Front Load, Stacking, | All units |
| Laundry Sink | Kohler Gilford 24" Apron-Front Kitchen Sink K-12701 White | B-409, B-508, B-808, B-908, B-1008, B-1108, B-1208, B-1408, B-1502, B-PH15S, B-PH15E, B-PH16W, B-PH16S |
| Laundry Sink Faucet | Kohler Triton K-7308-5A-CP Polished Chrome | B-409, B-508, B-808, B-908, B-1008, B-1108, B-1208, B-1408, B-1502, B-PH15S, B-PH15E, B-PH16W, B-PH16S |

(19) The kitchen and laundry equipment in 145 West 11th Street will be as follows (all of the finishes in this section or equal in terms of quality, finish and functionality shall be provided):

| ITEM | DESCRIPTION | KITCHEN TYPES |
|---|---|---|
| Refrigerator | Sub-Zero 27" IC27R / Pro Handle | 5A, 5B, 5C |

| | | |
|---|---|---|
| Freezer | Sub-Zero 27" IC27FI / Pro Handle | 5A, 5B, 5C |
| Refrigerator/Freezer | Sub-Zero 30" BI-30U/S / Pro Handle | 5D |
| Refrigerator/Freezer | Sub-Zero 24" UC-24CI / Pro Handle | 5F-WB |
| Range with oven | Wolf 48" DF486G Stainless steel | 5A, 5B, 5C |
| Range with oven | Wolf 30" DF304 Stainless steel | 5D |
| Wall oven | Wolf 30" SO30F/S | 5A, 5B, 5C |
| Ducted Hood | Wolf 48" PW482418 Stainless steel | 5A, 5B, 5C |
| Ducted Hood | Wolf 30" PW302210I w/ recirculating kit where indicated Stainless steel | 5D |
| Dishwasher | Miele 24" Futura Diamond G5915SCi | 5A (2), 5B (2), 5C (2), 5D |
| Food Waste Disposal | Emerson Appliance Solutions H604-06C-64-02 | One per kitchen |
| Microwave Drawer | Wolf 30" MWD30-2F/S Framed | 5A, 5B, 5C |
| Microwave Drawer | Wolf 24" MWD30-2F/S Unframed | 5F-WB, 5D |
| Faucet Set | Waterworks Aero-Retro RTKM-04 Polished Nickel | All kitchens |
| Single Sink | Elkay 30" Gourmet Undermount Single Bowl ELU281610 DBG Stainless Steel | 5A, 5B (2), 5C (2), 5D |
| Single Sink | Elkay 24" Gourmet Undermount Single Bowl ELU231710 Stainless Steel | 5A |
| Single Sink | Elkay 12" Gourmet Undermount Single Bowl ELU1316 DBG Stainless Steel | 5C-WB1, 5F-WB |
| Wine Cooler | Sub-Zero 27" 427RG/ Pro Handle | 5C-WB1 |
| Ice Maker | Sub-Zero 15" UC-15I / Pro Handle | 5F-WB |
| Washer | LG WM2655HVA Stacking; Color: Graphite Steel or Electrolux EIFLS551 Front Load, Stacking, | All units except the studio |
| Dryer | LG DLEX2655V Stacking; Color: Graphite Steel or Electrolux EIMED551 Front Load, Stacking, | All units except the studio |
| Laundry Sink | Kohler Gilford 24" Apron-Front Kitchen Sink K-12701 White | 2, 3, 4, 5, 6, 7, 8 |
| Laundry Sink Faucet | Kohler Triton K-7308-5A-CP Polished Chrome | 2, 3, 4, 5, 6, 7, 8 |

(20) The kitchen and laundry equipment in the 141 - 133 West 11th Street Townhouse Buildings will be as follows (all of the finishes in this section or equal in terms of quality, finish and functionality shall be provided):

| ITEM | DESCRIPTION | KITCHEN TYPES |
|---|---|---|
| Refrigerator | Sub-Zero 27" IC27R / Pro Handle | 6A, 6B |
| Freezer | Sub-Zero 27" IC27FI / Pro Handle | 6A, 6B |
| Range with oven | Wolf 48" DF486G Stainless steel | 6A, 6B |
| Range with oven | Wolf 36" DF366 Stainless steel | |
| Wall oven | Wolf 30" SO30F/S | 6A, 6B |
| Pizza oven | Mugnaini Piccolo 80 | 6A, 6B |
| Ducted Hood | Wolf 48" PW482418 Stainless steel | 6A, 6B |
| Dishwasher | Miele 24" Futura Diamond G5915SCi | 6A (2), 6B (2) |
| Food Waste Disposal | Emerson Appliance Solutions H604-06C-64-02 | One per kitchen |
| Microwave Drawer | Wolf 30" MWD30-2F/S Framed | 6A, 6B |
| Faucet Set | Waterworks Aero-Retro RTKM-04 Polished Nickel | All kitchens |
| Single Sink | Elkay 30" Gourmet Undermount Single Bowl ELU281610 DBG Stainless Steel | 6A, 6B |
| Single Sink | Elkay 24" Gourmet Undermount Single Bowl ELU231710 Stainless Steel | 6A, 6B |
| Single Sink | Elkay 12" Gourmet Undermount Single Bowl ELU1316 DBG Stainless Steel | All units (2) |
| Wine Cooler | Sub-Zero 27" 427RG/ Pro Handle | 6A, 6B |
| Washer | LG WM2655HVA Stacking; Color: Graphite Steel or Electrolux EIFLS551 Front Load, Stacking, | All units |
| Dryer | LG DLEX2655V Stacking; Color: Graphite Steel or Electrolux EIMED551 Front Load, Stacking, | All units |
| Laundry Sink | Kohler Gilford 24" Apron-Front Kitchen Sink K-12701 White | All units |
| Laundry Sink Faucet | Kohler Triton K-7308-5A-CP Polished Chrome | All units |
| Outdoor Integrated Grill | TBD | All units |

(21) The kitchen and laundry equipment in the Amenity spaces will be as follows (all of the finishes in this section or equal in terms of quality, finish and functionality shall be provided):

| ITEM | DESCRIPTION | LOCATION |
|---|---|---|
| Refrigerator | Sub-Zero 27" IC27R / Pro Handle | Guest Kitchen |

| | | |
|---|---|---|
| Freezer | Sub-Zero 27" IC27FI / Pro Handle | Guest Kitchen |
| Range with oven | Wolf 48" DF486G Stainless steel | Guest Kitchen |
| Range with oven | Wolf 30" DF304 Stainless steel | Prep Kitchen |
| Wall oven | Wolf 30" SO30F/S | Guest Kitchen |
| Ducted Hood | Wolf 48" PW482418 Stainless steel | Guest Kitchen |
| Dishwasher | Miele 24" Futura Diamond G5915SCi | Guest Kitchen, Prep Kitchens |
| Food Waste Disposal | Emerson Appliance Solutions H604-06C-64-02 | One per kitchen |
| Microwave Drawer | Wolf 30" MWD30-2F/S Framed | Prep Kitchen, Screening Room |
| Faucet Set | Waterworks Industrial Luxe LXKM23, polished nickel | Guest Kitchen, Prep Kitchen, Screening Room |
| Faucet Set | Waterworks Aero-Retro RTKM-04 Polished Nickel | Children's Room |
| Single Sink | Elkay 30" Gourmet Undermount Single Bowl ELU281610 DBG Stainless Steel | Guest Kitchen, Prep Kitchen, Children's Room |
| Single Sink | Elkay 24" Gourmet Undermount Single Bowl ELU231710 Stainless Steel | Guest Kitchen, Screening Room |
| Ice Maker | Sub-Zero 15" UC-15I / Pro Handle | Prep Kitchen, Screening Room |

BB. The following documents shall be transferred to the Condominium Management by the Sponsor:

- Operation and Maintenance manuals for mechanical equipment
- Building Management System manual
- Equipment Warranties
- Roof Warranty
- Major Equipment start-up sheets
- Control System as- built
- Commissioning reports for the HVAC system
- Final contractor as-built drawings as available

CC. Refer to Part 2 Exhibit 22 for information pertaining to Lead Based Paint and Asbestos containing materials.

FXFOWLE ARCHITECTS, LLP




Daniel J. Kaplan, FAIA, LEED
Senior Partner

Sworn to before me this
--- day of ---- 2013
16th August

Notary Public

SALLY LOFTIN
Notary Public, State of New York
No. 01LO6239999
Qualified in Bronx County
Commission Expires April 25, 2015

**FDNY Violations**
**As of August 14, 2013**

| House No. | Street Name | Borough | BIN | Group | Issue Date | Violation No | Violation Type | Status |
|---|---|---|---|---|---|---|---|---|
| 7 | 7 Ave. | Manhattan | 1082215 | West Village | 6/25/1999 | 10664636H | Notice of Violation | open |
| 133 | West 11 St. | Manhattan | 1079182 | West Village | 11/18/2008 | E239631 | Violation Order | open |
| 133 | West 11 St. | Manhattan | 1079182 | West Village | 11/24/2009 | E265072 | Violation Order | open |
| 151 | West 11 St. | Manhattan | 1082214 | West Village | 2/24/1988 | 15403900Y | Notice of Violation | open |
| 151 | West 11 St. | Manhattan | 1082214 | West Village | 7/16/1987 | 13935500J | Notice of Violation | open |
| 158 | West 12 St. | Manhattan | 1082218 | West Village | 1/27/1992 | 10120632P | Notice of Violation | open |
| 170 | West 12 St. | Manhattan | 1082216 | West Village | 10/26/2009 | 11154068P | Notice of Violation | open |

**DOB Violations**

**As of August 14, 2013**

| House No. | Street Name | Borough | BIN | Group | Violation No. | Status | File Date | Violation Type |
|---|---|---|---|---|---|---|---|---|
| 7 | 7 Ave. | Manhattan | 1082215 | West Village | VP 011112CBS05EQ( | VIOLATION UNSERVED ECB-ACTIVE | 1/11/2012 | C - CONSTRUCTION |
| 7 | 7 Ave. | Manhattan | 1082215 | West Village | VP 011513CBS02MI0 | VIOLATION UNSERVED ECB-ACTIVE | 1/15/2013 | C - CONSTRUCTION |
| 7 | 7 Ave. | Manhattan | 1082215 | West Village | VP 060113CBS02WR | VIOLATION UNSERVED ECB-ACTIVE | 6/1/2013 | C - CONSTRUCTION |
| 7 | 7 Ave. | Manhattan | 1082215 | West Village | VP 060113CBS02WR | VIOLATION UNSERVED ECB-ACTIVE | 6/1/2013 | C - CONSTRUCTION |
| 133 | West 11 St. | Manhattan | 1079182 | West Village | V 041296C02B01 | DOB VIOLATION - ACTIVE | 4/12/1996 | C - CONSTRUCTION |
| 133 | West 11 St. | Manhattan | 1079182 | West Village | V 042810E9028/3329 | DOB VIOLATION - ACTIVE | 4/28/2010 | E - ELEVATOR |
| 133 | West 11 St. | Manhattan | 1079182 | West Village | V 042810E9028/3329 | DOB VIOLATION - ACTIVE | 4/28/2010 | E - ELEVATOR |
| 133 | West 11 St. | Manhattan | 1079182 | West Village | V 042810E9028/3329 | DOB VIOLATION - ACTIVE | 4/28/2010 | E - ELEVATOR |
| 133 | West 11 St. | Manhattan | 1079182 | West Village | V 012111E9028/3704 | DOB VIOLATION - ACTIVE | 1/21/2011 | E - ELEVATOR |
| 133 | West 11 St. | Manhattan | 1079182 | West Village | V 012111E9028/3704 | DOB VIOLATION - ACTIVE | 1/21/2011 | E - ELEVATOR |
| 133 | West 11 St. | Manhattan | 1079182 | West Village | V 012111E9028/3704 | DOB VIOLATION - ACTIVE | 1/21/2011 | E - ELEVATOR |
| 133 | West 11 St. | Manhattan | 1079182 | West Village | V 060209E9444/3022 | DOB VIOLATION - ACTIVE | 6/2/2009 | E - ELEVATOR |
| 133 | West 11 St. | Manhattan | 1079182 | West Village | V 121311EVCAT1004 | DOB VIOLATION - ACTIVE | 12/13/2011 | EVCAT1 - ELEVATOR ANNUAL INSPECTION / TEST |
| 133 | West 11 St. | Manhattan | 1079182 | West Village | V 070197LL1080NRF | DOB VIOLATION - ACTIVE | 7/1/1997 | LL1080 - LOCAL LAW 10/80 - FACADE |
| 133 | West 11 St. | Manhattan | 1079182 | West Village | V 113007LL1198NRF | DOB VIOLATION - ACTIVE | 11/30/2007 | LL1198 - UNKNOWN |
| 133 | West 11 St. | Manhattan | 1079182 | West Village | V 033108LL2604NRF | DOB VIOLATION - ACTIVE | 3/31/2008 | LL2604 - PHOTOLUMINESCENT |
| 143 | West 11 St. | Manhattan | 1082217 | West Village | VP 011713CBS02MI0 | VIOLATION UNSERVED ECB-ACTIVE | 1/17/2013 | C - CONSTRUCTION |
| 143 | West 11 St. | Manhattan | 1082217 | West Village | V 042710E9028/3329 | DOB VIOLATION - ACTIVE | 4/27/2010 | E - ELEVATOR |
| 143 | West 11 St. | Manhattan | 1082217 | West Village | V 012111E9028/3679 | DOB VIOLATION - ACTIVE | 1/21/2011 | E - ELEVATOR |
| 143 | West 11 St. | Manhattan | 1082217 | West Village | V 012111E9028/3679 | DOB VIOLATION - ACTIVE | 1/21/2011 | E - ELEVATOR |
| 143 | West 11 St. | Manhattan | 1082217 | West Village | V 012111E9028/3704 | DOB VIOLATION - ACTIVE | 1/21/2011 | E - ELEVATOR |
| 143 | West 11 St. | Manhattan | 1082217 | West Village | V 042710E9028/3329 | DOB VIOLATION - ACTIVE | 4/27/2010 | E - ELEVATOR |
| 143 | West 11 St. | Manhattan | 1082217 | West Village | V 042710E9028/3329 | DOB VIOLATION - ACTIVE | 4/27/2010 | E - ELEVATOR |
| 143 | West 11 St. | Manhattan | 1082217 | West Village | V 121311EVCAT1004 | DOB VIOLATION - ACTIVE | 12/13/2011 | EVCAT1 - ELEVATOR ANNUAL INSPECTION / TEST |
| 143 | West 11 St. | Manhattan | 1082217 | West Village | V 062507L1198HAZ7 | DOB VIOLATION - ACTIVE | 6/25/2007 | L1198 - LOCAL LAW 11/98 - FACADE |
| 143 | West 11 St. | Manhattan | 1082217 | West Village | V 033108LL2604NRF | DOB VIOLATION - ACTIVE | 3/31/2008 | LL2604 - PHOTOLUMINESCENT |
| 151 | West 11 St. | Manhattan | 1082214 | West Village | V 012011E9028/3679 | DOB VIOLATION - ACTIVE | 1/20/2011 | E - ELEVATOR |
| 151 | West 11 St. | Manhattan | 1082214 | West Village | V 060209E9444/3022 | DOB VIOLATION - ACTIVE | 6/2/2009 | E - ELEVATOR |
| 151 | West 11 St. | Manhattan | 1082214 | West Village | V 031600E9013/1198 | DOB VIOLATION - ACTIVE | 3/16/2000 | E - ELEVATOR |
| 151 | West 11 St. | Manhattan | 1082214 | West Village | V 012111E9028/3704 | DOB VIOLATION - ACTIVE | 1/21/2011 | E - ELEVATOR |
| 151 | West 11 St. | Manhattan | 1082214 | West Village | VW 031407E9444/19 | VIOLATION WORK WITHOUT PERMIT - A | 3/14/2007 | E - ELEVATOR |
| 151 | West 11 St. | Manhattan | 1082214 | West Village | VW 042810E9028/33 | VIOLATION WORK WITHOUT PERMIT - A | 4/28/2010 | E - ELEVATOR |
| 151 | West 11 St. | Manhattan | 1082214 | West Village | V 031600E9013/1198 | DOB VIOLATION - ACTIVE | 3/16/2000 | E - ELEVATOR |
| 151 | West 11 St. | Manhattan | 1082214 | West Village | V 012411E9028/3704 | DOB VIOLATION - ACTIVE | 1/24/2011 | E - ELEVATOR |
| 151 | West 11 St. | Manhattan | 1082214 | West Village | V 031607E9444/1942 | DOB VIOLATION - ACTIVE | 3/16/2007 | E - ELEVATOR |

| House No. | Street Name | Borough | BIN | Group | Violation No. | Status | File Date | Violation Type |
|---|---|---|---|---|---|---|---|---|
| 151 | West 11 St. | Manhattan | 1082214 | West Village | V 042710E9028/3328 | DOB VIOLATION - ACTIVE | 4/27/2010 | E - ELEVATOR |
| 151 | West 11 St. | Manhattan | 1082214 | West Village | V 012011E9028/3679 | DOB VIOLATION - ACTIVE | 1/20/2011 | E - ELEVATOR |
| 151 | West 11 St. | Manhattan | 1082214 | West Village | VW 031003E9444/17 | VIOLATION WORK WITHOUT PERMIT - A | 3/10/2003 | E - ELEVATOR |
| 151 | West 11 St. | Manhattan | 1082214 | West Village | V 042710E9028/3329 | DOB VIOLATION - ACTIVE | 4/27/2010 | E - ELEVATOR |
| 151 | West 11 St. | Manhattan | 1082214 | West Village | VW 031003E9444/17 | VIOLATION WORK WITHOUT PERMIT - A | 3/10/2003 | E - ELEVATOR |
| 151 | West 11 St. | Manhattan | 1082214 | West Village | V 012011E9028/3679 | DOB VIOLATION - ACTIVE | 1/20/2011 | E - ELEVATOR |
| 151 | West 11 St. | Manhattan | 1082214 | West Village | V 112707E9444/2263 | DOB VIOLATION - ACTIVE | 11/27/2007 | E - ELEVATOR |
| 151 | West 11 St. | Manhattan | 1082214 | West Village | V 042710E9028/3329 | DOB VIOLATION - ACTIVE | 4/27/2010 | E - ELEVATOR |
| 151 | West 11 St. | Manhattan | 1082214 | West Village | VW 031003E9444/17 | VIOLATION WORK WITHOUT PERMIT - A | 3/10/2003 | E - ELEVATOR |
| 151 | West 11 St. | Manhattan | 1082214 | West Village | V 012011E9028/3679 | DOB VIOLATION - ACTIVE | 1/20/2011 | E - ELEVATOR |
| 151 | West 11 St. | Manhattan | 1082214 | West Village | V 042710E9028/3329 | DOB VIOLATION - ACTIVE | 4/27/2010 | E - ELEVATOR |
| 151 | West 11 St. | Manhattan | 1082214 | West Village | V 012011E9028/3697 | DOB VIOLATION - ACTIVE | 1/20/2011 | E - ELEVATOR |
| 151 | West 11 St. | Manhattan | 1082214 | West Village | V 080805E94441137 | DOB VIOLATION - ACTIVE | 8/8/2005 | E - ELEVATOR |
| 151 | West 11 St. | Manhattan | 1082214 | West Village | V 111408E9444/2862 | DOB VIOLATION - ACTIVE | 11/14/2008 | E - ELEVATOR |
| 151 | West 11 St. | Manhattan | 1082214 | West Village | V 042610E9028/3328 | DOB VIOLATION - ACTIVE | 4/26/2010 | E - ELEVATOR |
| 151 | West 11 St. | Manhattan | 1082214 | West Village | V 012011E9028/3679 | DOB VIOLATION - ACTIVE | 1/20/2011 | E - ELEVATOR |
| 151 | West 11 St. | Manhattan | 1082214 | West Village | V 080905E9444/1386 | DOB VIOLATION - ACTIVE | 8/9/2005 | E - ELEVATOR |
| 151 | West 11 St. | Manhattan | 1082214 | West Village | V 111708E9444/2857 | DOB VIOLATION - ACTIVE | 11/17/2008 | E - ELEVATOR |
| 151 | West 11 St. | Manhattan | 1082214 | West Village | V 042610E9028/3328 | DOB VIOLATION - ACTIVE | 4/26/2010 | E - ELEVATOR |
| 151 | West 11 St. | Manhattan | 1082214 | West Village | V 012011E9028/3679 | DOB VIOLATION - ACTIVE | 1/20/2011 | E - ELEVATOR |
| 151 | West 11 St. | Manhattan | 1082214 | West Village | V 060206E94441592 | DOB VIOLATION - ACTIVE | 6/2/2006 | E - ELEVATOR |
| 151 | West 11 St. | Manhattan | 1082214 | West Village | V 111808E9444/2857 | DOB VIOLATION - ACTIVE | 11/18/2008 | E - ELEVATOR |
| 151 | West 11 St. | Manhattan | 1082214 | West Village | V 042610E9028/3328 | DOB VIOLATION - ACTIVE | 4/26/2010 | E - ELEVATOR |
| 151 | West 11 St. | Manhattan | 1082214 | West Village | V 012011E9028/3679 | DOB VIOLATION - ACTIVE | 1/20/2011 | E - ELEVATOR |
| 151 | West 11 St. | Manhattan | 1082214 | West Village | VW 053006E9444116 | VIOLATION WORK WITHOUT PERMIT - A | 5/30/2006 | E - ELEVATOR |
| 151 | West 11 St. | Manhattan | 1082214 | West Village | V 060109E9444/3023 | DOB VIOLATION - ACTIVE | 6/1/2009 | E - ELEVATOR |
| 151 | West 11 St. | Manhattan | 1082214 | West Village | VW 042710E9028/33 | VIOLATION WORK WITHOUT PERMIT - A | 4/27/2010 | E - ELEVATOR |
| 151 | West 11 St. | Manhattan | 1082214 | West Village | V 012011E9028/3679 | DOB VIOLATION - ACTIVE | 1/20/2011 | E - ELEVATOR |
| 151 | West 11 St. | Manhattan | 1082214 | West Village | V 053106E944411604 | DOB VIOLATION - ACTIVE | 5/31/2006 | E - ELEVATOR |
| 151 | West 11 St. | Manhattan | 1082214 | West Village | V 060209E9444/3023 | DOB VIOLATION - ACTIVE | 6/2/2009 | E - ELEVATOR |
| 151 | West 11 St. | Manhattan | 1082214 | West Village | V 042710E9028/3329 | DOB VIOLATION - ACTIVE | 4/27/2010 | E - ELEVATOR |
| 151 | West 11 St. | Manhattan | 1082214 | West Village | V 121311EVCAT1004 | DOB VIOLATION - ACTIVE | 12/13/2011 | EVCAT1 - ELEVATOR ANNUAL INSPECTION / TEST |
| 151 | West 11 St. | Manhattan | 1082214 | West Village | V 121311EVCAT1004 | DOB VIOLATION - ACTIVE | 12/13/2011 | EVCAT1 - ELEVATOR ANNUAL INSPECTION / TEST |
| 151 | West 11 St. | Manhattan | 1082214 | West Village | V 100112EVCAT1004 | DOB VIOLATION - ACTIVE | 10/1/2012 | EVCAT1 - ELEVATOR ANNUAL INSPECTION / TEST |
| 151 | West 11 St. | Manhattan | 1082214 | West Village | V 100105LL10810059 | DOB VIOLATION - ACTIVE | 10/1/2005 | LL1081 - LOCAL LAW 10/81 |
| 151 | West 11 St. | Manhattan | 1082214 | West Village | V 040207LL10810045 | DOB VIOLATION - ACTIVE | 4/2/2007 | LL1081 - LOCAL LAW 10/81 |
| 151 | West 11 St. | Manhattan | 1082214 | West Village | V 032108LL10810047 | DOB VIOLATION - ACTIVE | 3/21/2008 | LL1081 - LOCAL LAW 10/81 |
| 151 | West 11 St. | Manhattan | 1082214 | West Village | V 100810VCAT10062 | DOB VIOLATION - ACTIVE | 10/8/2010 | VCAT1 - ELEVATOR ANNUAL INSPECTION / TEST |

| House No. | Street Name | Borough | BIN | Group | Violation No. | Status | File Date | Violation Type |
|---|---|---|---|---|---|---|---|---|
| 151 | West 11 St. | Manhattan | 1082214 | West Village | V 100810VCAT10062 | DOB VIOLATION - ACTIVE | 10/8/2010 | VCAT1 - ELEVATOR ANNUAL INSPECTION / TEST |
| 158 | West 12 St. | Manhattan | 1082218 | West Village | VP 042089CA2LB01 | VIOLATION UNSERVED ECB-ACTIVE | 4/20/1989 | C - CONSTRUCTION |
| 158 | West 12 St. | Manhattan | 1082218 | West Village | VP 011113CBS02MI0 | VIOLATION UNSERVED ECB-ACTIVE | 1/11/2013 | C - CONSTRUCTION |
| 158 | West 12 St. | Manhattan | 1082218 | West Village | V 012411E9028/3704 | DOB VIOLATION - ACTIVE | 1/24/2011 | E - ELEVATOR |
| 158 | West 12 St. | Manhattan | 1082218 | West Village | V 012411E9028/3704 | DOB VIOLATION - ACTIVE | 1/24/2011 | E - ELEVATOR |
| 158 | West 12 St. | Manhattan | 1082218 | West Village | V 012411E9028/3704 | DOB VIOLATION - ACTIVE | 1/24/2011 | E - ELEVATOR |
| 158 | West 12 St. | Manhattan | 1082218 | West Village | V 012411E9028/3704 | DOB VIOLATION - ACTIVE | 1/24/2011 | E - ELEVATOR |
| 158 | West 12 St. | Manhattan | 1082218 | West Village | V 060209E9444/3022 | DOB VIOLATION - ACTIVE | 6/2/2009 | E - ELEVATOR |
| 158 | West 12 St. | Manhattan | 1082218 | West Village | V 060209E9444/3022 | DOB VIOLATION - ACTIVE | 6/2/2009 | E - ELEVATOR |
| 158 | West 12 St. | Manhattan | 1082218 | West Village | V 042810E9028/3329 | DOB VIOLATION - ACTIVE | 4/28/2010 | E - ELEVATOR |
| 158 | West 12 St. | Manhattan | 1082218 | West Village | V 042810E9028/3329 | DOB VIOLATION - ACTIVE | 4/28/2010 | E - ELEVATOR |
| 158 | West 12 St. | Manhattan | 1082218 | West Village | V 042810E9028/3329 | DOB VIOLATION - ACTIVE | 4/28/2010 | E - ELEVATOR |
| 158 | West 12 St. | Manhattan | 1082218 | West Village | V 042810E9028/3329 | DOB VIOLATION - ACTIVE | 4/28/2010 | E - ELEVATOR |
| 158 | West 12 St. | Manhattan | 1082218 | West Village | V 121311EVCAT1004 | DOB VIOLATION - ACTIVE | 12/13/2011 | EVCAT1 - ELEVATOR ANNUAL INSPECTION / TEST |
| 158 | West 12 St. | Manhattan | 1082218 | West Village | V 062507L1198HAZ7 | DOB VIOLATION - ACTIVE | 6/25/2007 | L1198 - LOCAL LAW 11/98 - FACADE |
| 158 | West 12 St. | Manhattan | 1082218 | West Village | V 062507L1198HAZ7 | DOB VIOLATION - ACTIVE | 6/25/2007 | L1198 - LOCAL LAW 11/98 - FACADE |
| 158 | West 12 St. | Manhattan | 1082218 | West Village | V 033108LL2604NRF | DOB VIOLATION - ACTIVE | 3/31/2008 | LL2604 - PHOTOLUMINESCENT |
| 158 | West 12 St. | Manhattan | 1082218 | West Village | V 100810VCAT10062 | DOB VIOLATION - ACTIVE | 10/8/2010 | VCAT1 - ELEVATOR ANNUAL INSPECTION / TEST |
| 170 | West 12 St. | Manhattan | 1082216 | West Village | V 042710E9028/3329 | DOB VIOLATION - ACTIVE | 4/27/2010 | E - ELEVATOR |
| 170 | West 12 St. | Manhattan | 1082216 | West Village | V 042710E9028/3329 | DOB VIOLATION - ACTIVE | 4/27/2010 | E - ELEVATOR |
| 170 | West 12 St. | Manhattan | 1082216 | West Village | V 012111E9028/3704 | DOB VIOLATION - ACTIVE | 1/21/2011 | E - ELEVATOR |
| 170 | West 12 St. | Manhattan | 1082216 | West Village | V 012111E9028/3704 | DOB VIOLATION - ACTIVE | 1/21/2011 | E - ELEVATOR |
| 170 | West 12 St. | Manhattan | 1082216 | West Village | V 012111E9028/3704 | DOB VIOLATION - ACTIVE | 1/21/2011 | E - ELEVATOR |
| 170 | West 12 St. | Manhattan | 1082216 | West Village | V 060109E9444/3023 | DOB VIOLATION - ACTIVE | 6/1/2009 | E - ELEVATOR |
| 170 | West 12 St. | Manhattan | 1082216 | West Village | V 042710E9028/3329 | DOB VIOLATION - ACTIVE | 4/27/2010 | E - ELEVATOR |
| 170 | West 12 St. | Manhattan | 1082216 | West Village | V 042710E9028/3329 | DOB VIOLATION - ACTIVE | 4/27/2010 | E - ELEVATOR |
| 170 | West 12 St. | Manhattan | 1082216 | West Village | V 121311EVCAT1004 | DOB VIOLATION - ACTIVE | 12/13/2011 | EVCAT1 - ELEVATOR ANNUAL INSPECTION / TEST |
| 170 | West 12 St. | Manhattan | 1082216 | West Village | V 100112EVCAT1004 | DOB VIOLATION - ACTIVE | 10/1/2012 | EVCAT1 - ELEVATOR ANNUAL INSPECTION / TEST |
| 170 | West 12 St. | Manhattan | 1082216 | West Village | V 062507L1198HAZ7 | DOB VIOLATION - ACTIVE | 6/25/2007 | L1198 - LOCAL LAW 11/98 - FACADE |
| 170 | West 12 St. | Manhattan | 1082216 | West Village | V 033108LL2604NRF | DOB VIOLATION - ACTIVE | 3/31/2008 | LL2604 - PHOTOLUMINESCENT |
| 170 | West 12 St. | Manhattan | 1082216 | West Village | V 100810VCAT10062 | DOB VIOLATION - ACTIVE | 10/8/2010 | VCAT1 - ELEVATOR ANNUAL INSPECTION / TEST |

## DOB ECB Violations

**As of August 14, 2013**

| House No. | Street Name | Borough | Status | Violation No. | Compliance Status | Issue Date | Violation Type | Description & Remedy |
|---|---|---|---|---|---|---|---|---|
| 7 | 7 Ave. | Manhattan | Active | 34427397L | NO COMPLIANCE RECORDED | 10/14/2004 | CONSTRUCTION | AIR CONDITION UNIT INSTALLED AT REAR YARD LESS THAN 8 FEET FROM THE LOT LINE,INSTAED OF 8 FEET OR MORE FROM THE LOT LINE.REAR YARD ADJOINING 147 STERLING PLACE.REMEDY:CONFORM TO BUILDING CODE. |
| 7 | 7 Ave. | Manhattan | Active | 35003154Y | NO COMPLIANCE RECORDED | 1/15/2013 | CONSTRUCTION | FAILURE TO PROVIDE APPROVED PLAN AT SITE - UPON INSPECTION, PIPE SCAFFOLDING ERECTED ON NEEDLE BEAMS IN EXPOSURE 1,3 AND 4 OF THIS BUILDINGUNDER DEMOLITION.DEMOLITION WORK IN PROGRESS.AT TIME OF INSPECTION NO |
| 7 | 7 Ave. | Manhattan | Active | 35019302N | NO COMPLIANCE RECORDED | 6/1/2013 | CONSTRUCTION | FAILURE TO SAFEGUARD ALL PERSONS AND PROPERTY AFFECTED BY DEMOLITION OPERATIONS AT THE TIME OF MY INSPECTION.CONST SITE ACTIVE APPRX 45 WORKERS ON SITE.I OBSERVED ONE WORKER CUTTING A BEAM AT EXPOSURE ONE NO TA |
| 7 | 7 Ave. | Manhattan | Active | 35019303P | NO COMPLIANCE RECORDED | 6/1/2013 | | WORK DOES NOT CONFORM TO APPROVED CONSTRUCTION DEMOLITON DOCUMENTS ANDOR APPROVED AMENDMENTS AT THE TIME OF MY INSPECTION APRPX 45 WORKERSON SITE.I OBSERVED WORKERS USING TOUCH AND CUTTING/BURNING W2H I BEAM |
| 133 | West 11 St. | Manhattan | Active | 36012207J | NO COMPLIANCE RECORDED | 1/27/2010 | CONSTRUCTION | FAILURE TO FILE AN ARCHITECT / ENGINEER REPORT CERTIFYING EXIT / DIRECTIONAL SIGNS ARE CONNECTED TO EMERGENCY POWER SOURCE / STORAGE BATTERYEQUIPMENT. REMEDY: FILE ARCHITECT / ENGINEER REPORT. |
| 143 | West 11 St. | Manhattan | Active | 34684124N | NO COMPLIANCE RECORDED | 3/28/2008 | LOCAL LAW | FAILURE TO FILE AN AMENDED 6TH ROUND REPORT ACCEPTABLE TO THIS DEPT INDICATING CORRECTION OF UNSAFE CONDITIONS DESCRIBED IN INITIAL LOCAL LAE 11/98 REPORT. REMEDY: FILE AN AMENDED REPORT FOLLOWING REMEDIAL REPA |
| 143 | West 11 St. | Manhattan | Active | 36000646N | NO COMPLIANCE RECORDED | 11/7/2008 | CONSTRUCTION | FAILURE TO FILE AN AMENDED SIXTH ROUND REPORT ACCEPTABLE TO THIS DEPT.INDICATING CORRECTION OF UNSAFE CONDITIONS DESCRIBED IN INTIAL LOCAL LAW 11/98 REPORT.REMEDY:FILE AN AMENDED REPORT FOLLOWING REMEDIAL REPAI |
| 143 | West 11 St. | Manhattan | Active | 36009171J | NO COMPLIANCE RECORDED | 5/22/2009 | CONSTRUCTION | FAILURE TO FILE AN AMENDED SIXTH ROUND REPORT ACCEPTABLE TO THIS DEPTINDICATING CORRECTION OF UNSAFE CONDITIONS DESCRIBED IN INITIAL LOCALLAW 11/98 REPORT REM: FILE AN AMENDED REPORT FOLLOWING REMEDIAL REPAIR |
| 143 | West 11 St. | Manhattan | Active | 36010306X | NO COMPLIANCE RECORDED | 11/6/2009 | CONSTRUCTION | FAILURE TO FILE AN AMENDED SIXTH ROUND REPORT ACCEPTABLE TO THIS DEPTINDICATING CORRECTION OF UNSAFE CONDITIONS DESCRIBED IN INITIAL LOCALLAW 11/98 REPORT REMEDY:FILE AN AMENDED REPORT FOLLOWING REMEDIAL REPA |
| 143 | West 11 St. | Manhattan | Active | 36011720X | NO COMPLIANCE RECORDED | 1/27/2010 | CONSTRUCTION | FAILURE TO FILE AN ARCHITECT/ENGINEER REPORT CERTIFYING EXIT/DIRECTIONAL SIGNS ARE CONNECTED TO EMERGENCY POWER SOURCE/STORAGE BATTERY EQUIPMENT.REM:FILE ARTICHECT/ENGINEER REPORT |
| 143 | West 11 St. | Manhattan | Active | 36014811P | NO COMPLIANCE RECORDED | 9/17/2010 | CONSTRUCTION | FAILURE TO FILE AN AMENDED 6TH ROUND REPORT ACCEPTABLE TO THIS DEPT INDICATING CORRECTION OF UNSAFE CONDITIONS. DESCRIBED IN INITIAL LOCAL LAW 11/98 REPORT. 36010306X. REMEDY: FILE AN AMENDED REPORT FOLLOWING |
| 143 | West 11 St. | Manhattan | Active | 38182941Z | NO COMPLIANCE RECORDED | 3/27/2008 | ELEVATOR | 86BB05.69K10. 86BB PERFORM & FILE CURRENT 2YR TEST 69K REPAIR RUSTED BUFFER STEEL |
| 143 | West 11 St. | Manhattan | Active | 38208974H | CERTIFICATE PENDING | 2/18/2010 | ELEVATOR | 42I11,42D06,29M07. 42I-SELECTOR CABLE-FRAYED-REPLACE 42D-SECURE BRACKET FOR ENCODER(SELECTOR CABLE) 29M-DOOR OPERATOR COVER MISSING-PROVIDECALL (212)566-5542 FOR A FULL INSPECTION. |
| 151 | West 11 St. | Manhattan | Active | 38189083N | NO COMPLIANCE RECORDED | 8/28/2008 | ELEVATOR | 98M07,99M07,16B07,21M07,16I10. 16 DOORS #6, #7 NOT RELATED PROPERLY. 21 DOOR LOCK COVERS MISSING. FLRS L,2,4 AND 11. 16 REPAIR DAMAGED SIGHTGUARDS ON FLRS B,2,4 AND 15. |
| 158 | West 12 St. | Manhattan | Active | 34264620L | NO COMPLIANCE RECORDED | 9/5/2000 | CONSTRUCTION | OCCUPANCY CONTRARY TO THAT ALLOWED BY THE CERTIFICATE OF OCCUPANY.NOTED:AT 4-13(PHYSICAL) FLOOR LEVELS PREMISES (EXCAVATING THE 10TH)FLOOR NOT BEING USED AS OFFICES CONTRARY TO C.O #59081 WHICH STATES BEDROOMS. |
| 158 | West 12 St. | Manhattan | Active | 34279494L | NO COMPLIANCE RECORDED | 6/15/2001 | PLUMBING | PLUMBING WORK PERFORMED WAS REQUIRED TO BE PERFORMED BY A LICVENSED MASTER PLUMBER.REROUTING AND REINSTALLING NEW GAS LINES THROUGHOUT ENTIRE BUILDING.LEADING FROM BASEMENT AND GOING UP TO APARTMENTS.ALSO NEW H |
| 158 | West 12 St. | Manhattan | Active | 34634526K | NO COMPLIANCE RECORDED | 5/13/2008 | | 27-129(D)(1)(A) LOCAL LAW REPORT FILED AS UNSAFE; UNSAFE CONDITION EXISTED AND NO MEASURES TAKEN TO SECURE SAFETY OF PUBLIC AS PER 27-129(D) & 1RCNY 32-03(B0(5)(i). NO SIDEWALK SHED FENCE NETTING OR STREET CL |
| 158 | West 12 St. | Manhattan | Active | 34684125P | NO COMPLIANCE RECORDED | 3/28/2008 | LOCAL LAW | FAILURE TO FILE AN AMENDED 6TH ROUND REPORT ACCEPTABLE TO THIS DEPT INDICATING CORRECTION OF UNSAFE CONDITIONS DESCRIBED IN INITIAL LOCAL LAE 11/98 REPORT. REMEDY: FILE AN AMENDED REPORT FOLLOWING REMEDIAL REPA |
| 158 | West 12 St. | Manhattan | Active | 34684126R | NO COMPLIANCE RECORDED | 3/28/2008 | LOCAL LAW | FAILURE TO FILE AN AMENDED 6TH ROUND REPORT ACCEPTABLE TO THIS DEPT INDICATING CORRECTION OF UNSAFE CONDITIONS DESCRIBED IN INITIAL LOCAL LAE 11/98 REPORT. REMEDY: FILE AN AMENDED REPORT FOLLOWING REMEDIAL REPA |
| 158 | West 12 St. | Manhattan | Active | 34950339J | NO COMPLIANCE RECORDED | 7/12/2012 | CONSTRUCTION | WORK DOES NOT CONFORM TO APPROVED PLAN-UPON INSPECTION,INTERIOR DEMOLITION WORK IN PROGRESS. AT TIME OF INSPECTION NOTED CHAIN LINK FENCE W/DEBRIS NETTING PLACED ON PLASTIC (JERSSEY) BARRICADES HAS BEEN ERECTED |
| 158 | West 12 St. | Manhattan | Active | 36000647P | NO COMPLIANCE RECORDED | 11/7/2008 | CONSTRUCTION | FAILURE TO FILE AN AMENDED SIXTH ROUND REPORT ACCEPTABLE TO THIS DEPT.INDICATING CORRECTION OF UNSAFE CONDITIONS DESCRIBED IN INTIAL LOCAL LAW 11/98 REPORT.REMEDY:FILE AN AMENDED REPORT FOLLOWING REMEDIAL REPAI |
| 158 | West 12 St. | Manhattan | Active | 36009173N | NO COMPLIANCE RECORDED | 5/22/2009 | CONSTRUCTION | FAILURE TO FILE AN AMENDED SIXTH ROUND REPORT ACCEPTABLE TO THIS DEPARTMETN INDICATING CORRECTION OF UNSAFE CONDITIONS DESCRIBED IN INITIALLOCAL LAW 11/98 REPORT. REM: FILE AN AMENDED REPORT FOLLOWING REMEDIAL |

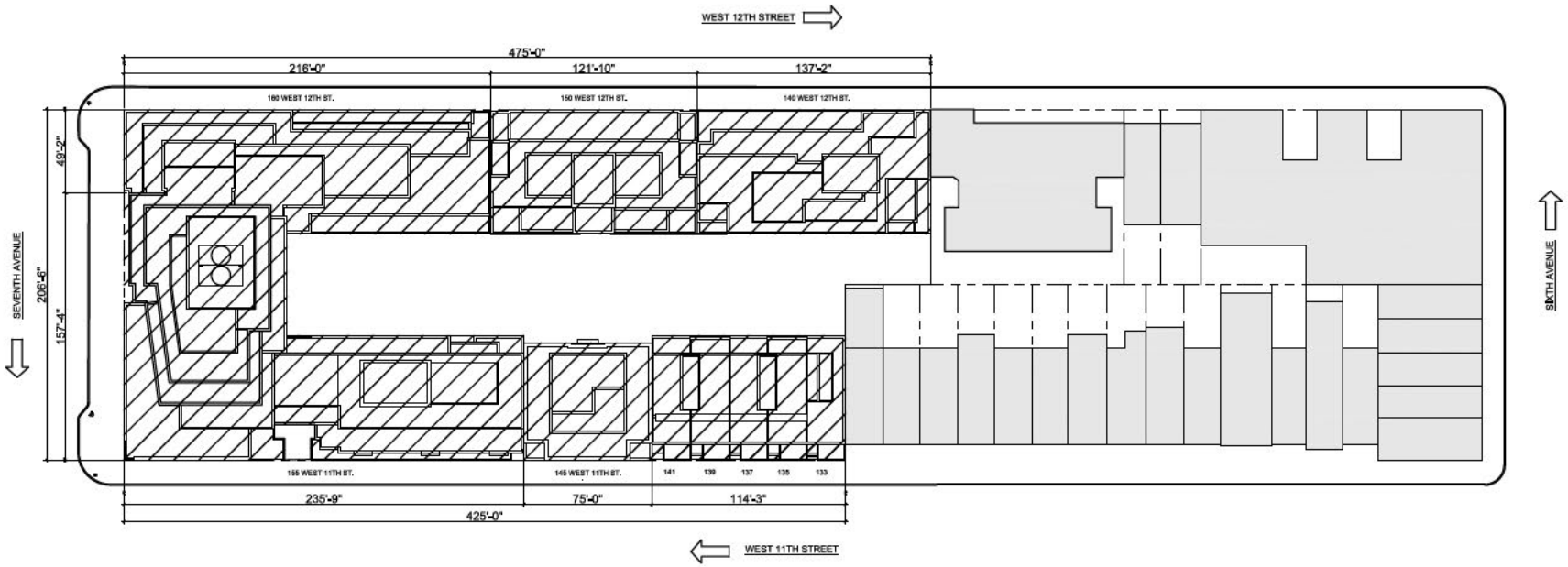
| House No. | Street Name | Borough | Status | Violation No. | Compliance Status | Issue Date | Violation Type | Description & Remedy |
|---|---|---|---|---|---|---|---|---|
| 158 | West 12 St. | Manhattan | Active | 36009174P | NO COMPLIANCE RECORDED | 5/22/2009 | CONSTRUCTION | FAILURE TO FILE AN AMENDED SIXTH ROUND REPORT ACCEPTABLE TO THIS DEPTINDICATING CORRECTION OF UNSAFE CONDITIONS DESCRIBED IN INITIAL LOCALLAW 11/98 REPORT REMEDY:FILE AN AMENDED REPORT FOLLOWING REMEDIAL REPA |
| 158 | West 12 St. | Manhattan | Active | 36010303K | NO COMPLIANCE RECORDED | 11/6/2009 | CONSTRUCTION | FAILURE TO FILE AN AMENDED SIXTH ROUND REPORT ACCEPTABLE TO THIS DEPTINDICATING CORRECTION OF UNSAFE CONDITIONS DESCRIBED IN INITIAL LOCALLAW 11/98 REPORT REMEDY:FILE AN AMENDED REPORT FOLLOWING REMEDIAL REPA |
| 158 | West 12 St. | Manhattan | Active | 36010304M | NO COMPLIANCE RECORDED | 11/6/2009 | CONSTRUCTION | FAILURE TO FILE AN AMENDED SIXTH ROUND REPORT ACCEPTABLE TO THIS DEPTINDICATING CORRECTION OF UNSAFE CONDITIONS DESCRIBED IN INITIAL LOCALLAW 11/98 REPORT REMEDY:FILE AN AMENDED REPORT FOLLOWING REMEDIAL REPA |
| 158 | West 12 St. | Manhattan | Active | 36012209N | NO COMPLIANCE RECORDED | 1/27/2010 | CONSTRUCTION | FAILURE TO FILE AN ARCHITECT / ENGINEER REPORT CERTIFYING EXIT / DIRECTIONAL SIGNS ARE CONNECTED TO EMERGENCY POWER SOURCE / STORAGE BATTERYEQUIPMENT. REMEDY: FILE ARCHITECT / ENGINEER REPORT. |
| 158 | West 12 St. | Manhattan | Active | 36014807M | NO COMPLIANCE RECORDED | 9/17/2010 | CONSTRUCTION | FAILURE TO FILE AN AMENDED 6TH ROUND REPORT ACCEPTABLE TO THIS DEPT INDICATING CORRECTION OF UNSAFE CONDITIONS DESCRIBED IN INITIAL LOCAL LAW 11/98 REPORT. 36010303K. REMEDY: FILE AN AMENDED REPORT FOLLOWING |
| 170 | West 12 St. | Manhattan | Active | 34156140Y | NO COMPLIANCE RECORDED | 12/12/1997 | LOCAL LAW | FAILURE TO FILE AN AMENDED ROUND FOUR REPORT ACCEPTABLE TO THIS DEPARTMENT PURSUANT TO RULE R.C.N.Y. 32-03B(5), INDICATING CORRECTION OF HAZARDOUS CONDITIONS DESCRIBED IN INITIAL LL10/80 REPORT. REMEDY: FILE AN |
| 170 | West 12 St. | Manhattan | Active | 34634527M | NO COMPLIANCE RECORDED | 5/13/2008 | | 27-129(D)(1)(A) LOCAL LAW REPORT FILED AS UNSAFE; UNSAFE CONDITION EXISTED & NO MEASURES TAKEN TO SECURE SAFETY OF PUBLIC AS PER 27-129(D) & 1RCNY 32-03(B)(5)(I). NO SIDEWALK SHED FENCE NETTING OR STREET CLOS |
| 170 | West 12 St. | Manhattan | Active | 34684127Z | NO COMPLIANCE RECORDED | 3/28/2008 | LOCAL LAW | FAILURE TO FILE AN AMENDED 6TH ROUND REPORT ACCEPTABLE TO THIS DEPT INDICATING CORRECTION OF UNSAFE CONDITIONS DESCRIBED IN INITIAL LOCAL LAE 11/98 REPORT. REMEDY: FILE AN AMENDED REPORT FOLLOWING REMEDIAL REPA |
| 170 | West 12 St. | Manhattan | Active | 34744279J | NO COMPLIANCE RECORDED | 5/19/2009 | | LOCAL LAW 6TH CYCLE REPORT FILES AS UNSAFE BY ARCHITECT/ENGINEER NOAMENDED REPORT WAS FILED. UNSAFE CONDITION REQUIRE SAFETY PROVISIONS FOR THE PUBLIC AS PER 27-129(D) AND 1 RCNY 32-03(B)(5)(I) NO SIDEWALK |
| 170 | West 12 St. | Manhattan | Active | 34872263L | NO COMPLIANCE RECORDED | 5/25/2011 | CONSTRUCTION | FAILURE TO PROVIDE SAFETY MEASURES(SIDEWALK SHED)TO PROTECT PUBLIC FROM HAZARDOUS CONDITION.UNSAFE FISP TECH REPORT FILLED FOR CYCLE 6 ON 2/20/07.REM:PROVIDE SAFETY MEASURES AS PER FISP RCNY 103-04. |
| 170 | West 12 St. | Manhattan | Active | 34926036M | NO COMPLIANCE RECORDED | 5/14/2012 | | 28-302.5 LOCAL LAW REPORTH 6TH CYCLE FILED AS UNSAFE BY ARCHITECT ENGINEER NO AMENDED REPORT WAS FILED UNSAFE CONDITIONS REQUIRE SAFETY PROVISIONS FOR THE PUBLIC AS PER 27-129D & 1RCNY 32-03B5I NO SIDEWALK SHED |
| 170 | West 12 St. | Manhattan | Active | 36000644J | NO COMPLIANCE RECORDED | 11/7/2008 | CONSTRUCTION | FAILURE TO FILE AN AMENDED SIXTH ROUND REPORT ACCEPTABLE TO THIS DEPT.INDICATING CORRECTION OF UNSAFE CONDITIONS DESCRIBED IN INTIAL LOCAL LAW 11/98 REPORT.REMEDY:FILE AN AMENDED REPORT FOLLOWING REMEDIAL REPAI |
| 170 | West 12 St. | Manhattan | Active | 36009172L | NO COMPLIANCE RECORDED | 5/22/2009 | CONSTRUCTION | FAILURE TO FILE AN AMENDED SIXTH ROUND REPORT ACCEPTABLE TO THIS DEPTINDICATING CORRECTION OF UNSAFE CONDITIONS DESCRIBED IN INITIAL LOCALLAW 11/98 REPORT REM: FILE AN AMENDED REPORT FOLLOWING REMEDIAL REPAIR |
| 170 | West 12 St. | Manhattan | Active | 36010305Y | NO COMPLIANCE RECORDED | 11/6/2009 | CONSTRUCTION | FAILURE TO FILE AN AMENDED SIXTH ROUND REPORT ACCEPTABLE TO THIS DEPTINDICATING CORRECTION OF UNSAFE CONDITIONS DESCRIBED IN INITIAL LOCALLAW 11/98 REPORT REMEDY:FILE AN AMENDED REPORT FOLLOWING REMEDIAL REPA |
| 170 | West 12 St. | Manhattan | Active | 36012208L | NO COMPLIANCE RECORDED | 1/27/2010 | CONSTRUCTION | FAILURE TO FILE AN ARCHITECT / ENGINEER REPORT CERTIFYING EXIT / DIRECTIONAL SIGNS ARE CONNECTED TO EMERGENCY POWER SOURCE / STORAGE BATTERYEQUIPMENT. REMEDY: FILE ARCHITECT / ENGINEER REPORT. |
| 170 | West 12 St. | Manhattan | Active | 36014806K | NO COMPLIANCE RECORDED | 9/17/2010 | CONSTRUCTION | FAILURE TO FILE AN AMENDED 6TH ROUND REPORT ACCEPTABLE TO THIS DEPT INDICATING CORRECTION OF UNSAFE CONDITIONS DESCRIBED IN INITIAL LOCAL LAW 11/98 REPORT. 36010305Y. REMEDY: FILE AN AMENDED REPORT FOLLOWING |
| 170 | West 12 St. | Manhattan | Active | 38185598Y | NO COMPLIANCE RECORDED | 6/12/2008 | ELEVATOR | 84D06.33M07.24X10.41M07.10H11 84D HANDRAILS NOT SECURE CHECK ALL & SECURE & (STAIN) ON WALL BACK & LEFT BOTTOM SECURE CHECK ALL 33M 2ND BELLIN SHAFT MISSING OVER 100 FT PROVIDE 24Y CAR STATION PIS NOT WORKING |
| 170 | West 12 St. | Manhattan | Active | 38200431P | CERTIFICATE PENDING | 1/14/2009 | ELEVATOR | 56Y1056Y1344Y0259Y02. 56Y REPAIR AND SEAL GLOW PACKING. |
| 170 | West 12 St. | Manhattan | Active | 38210347L | NO COMPLIANCE RECORDED | 5/19/2010 | ELEVATOR | 100Q07,70Z10. 100- PROTECTIVE OVERHEAD LIGHTING COVER MISSING IN MACHINE ROOM. 70- STANDING WATER IN PIT |

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# EXHIBIT 2

UNIT FLOOR PLANS

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1 SEVENTH AVENUE
NEW YORK, NY

BLOCK PLAN

Project North

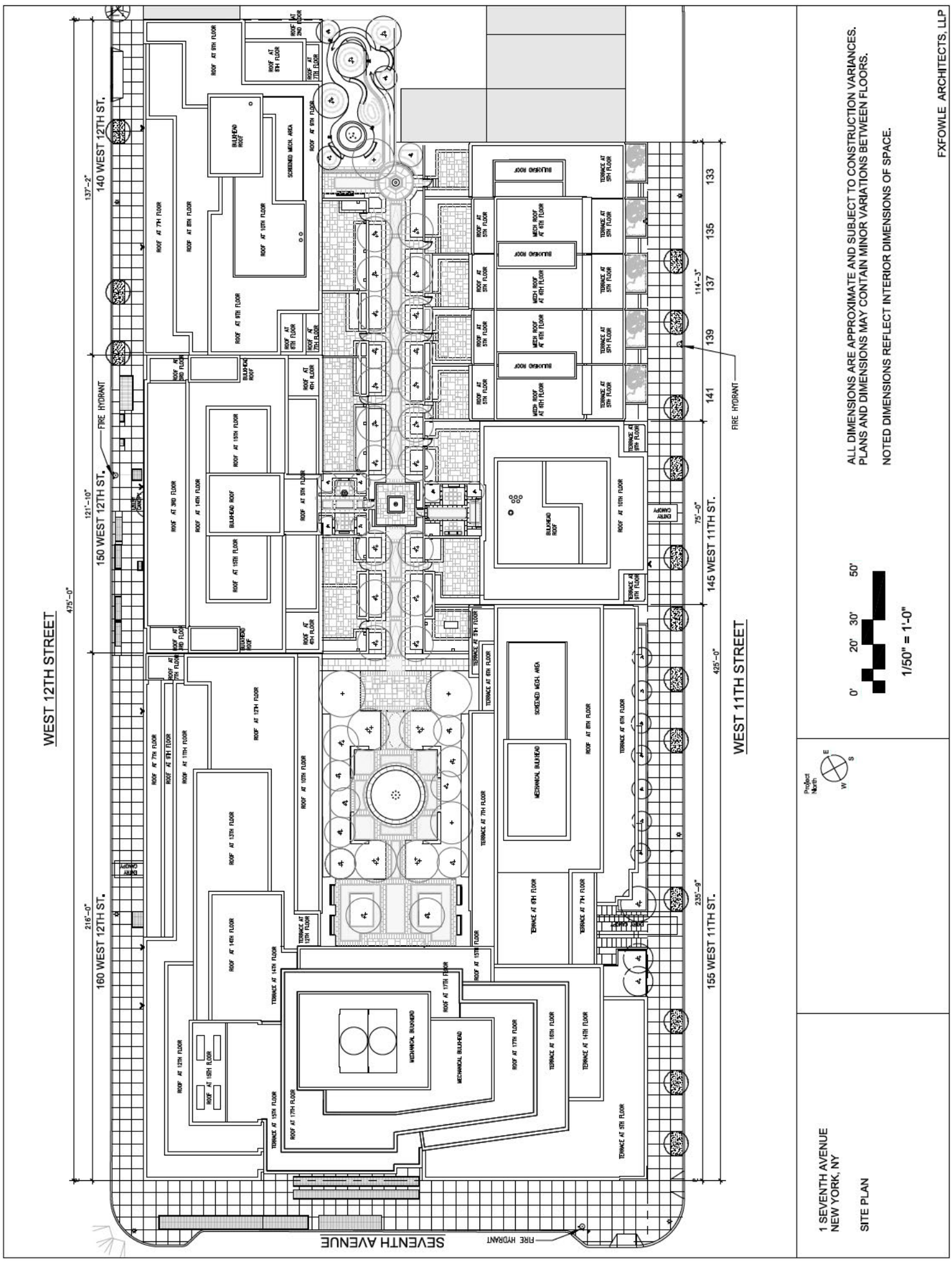
0' 40' 60' 100'

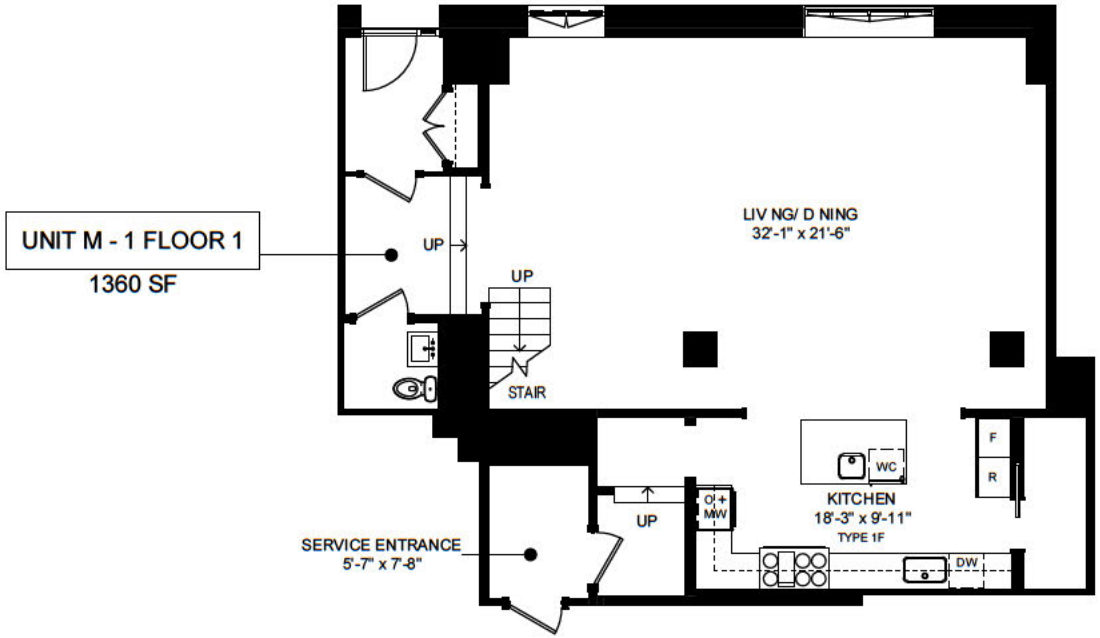
1/100" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS.

NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

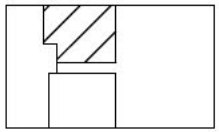
FXFOWLE ARCHITECTS, LLP


WEST 12TH STREET
475'-0"
216'-0"
121'-10"
137'-2"
160 WEST 12TH ST.
150 WEST 12TH ST.
140 WEST 12TH ST.
FIRE HYDRANT
WEST 11TH STREET
425'-0"
235'-9"
75'-0"
114'-3"
155 WEST 11TH ST.
145 WEST 11TH ST.
SEVENTH AVENUE
FIRE HYDRANT
ROOF AT 2ND FLOOR
ROOF AT 3RD FLOOR
ROOF AT 4TH FLOOR
ROOF AT 5TH FLOOR
ROOF AT 6TH FLOOR
ROOF AT 7TH FLOOR
ROOF AT 8TH FLOOR
ROOF AT 10TH FLOOR
ROOF AT 11TH FLOOR
ROOF AT 12TH FLOOR
ROOF AT 13TH FLOOR
ROOF AT 14TH FLOOR
ROOF AT 15TH FLOOR
ROOF AT 16TH FLOOR
ROOF AT 17TH FLOOR
ROOF AT 18TH FLOOR
BULKHEAD ROOF
SCREENED MECH. AREA
MECHANICAL BULKHEAD
MECH ROOF AT 6TH FLOOR
TERRACE AT 3RD FLOOR
TERRACE AT 4TH FLOOR
TERRACE AT 5TH FLOOR
TERRACE AT 6TH FLOOR
TERRACE AT 7TH FLOOR
TERRACE AT 8TH FLOOR
TERRACE AT 12TH FLOOR
TERRACE AT 14TH FLOOR
TERRACE AT 15TH FLOOR
TERRACE AT 16TH FLOOR
TERRACE AT 17TH FLOOR
TERRACE AT 18TH FLOOR
ENTRY CANOPY
Project North
0'
20'
30'
50'
1/50" = 1'-0"
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS.
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.
1 SEVENTH AVENUE
NEW YORK, NY
SITE PLAN
FXFOWLE ARCHITECTS, LLP




140 WEST 12TH STREET
NEW YORK, NY

UNIT M - 1
2 BEDROOMS
2.5 BATHS
2408 SF









3/32" = 1'-0"

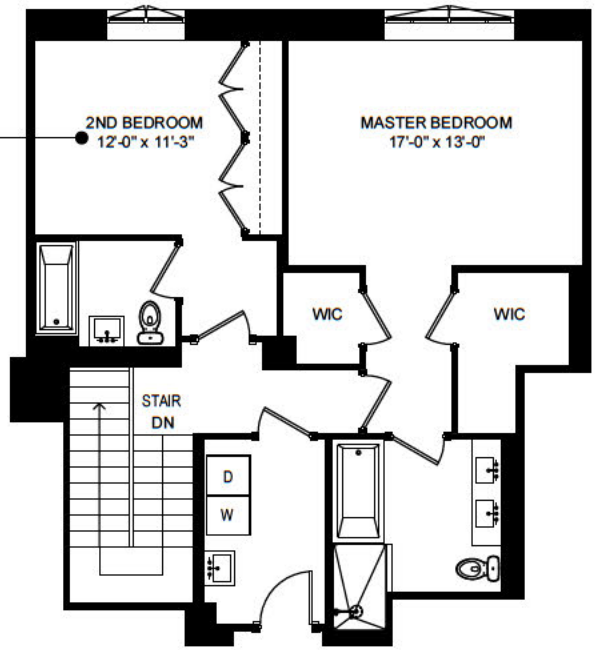
ALL D MENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND D MENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS.

NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP

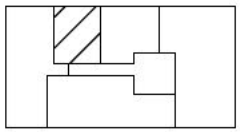
UNIT M - 1 FLOOR 2

1048 SF

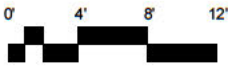



140 WEST 12TH STREET
NEW YORK, NY

UNIT M - 1
2 BEDROOMS
2.5 BATHS
2408 SF





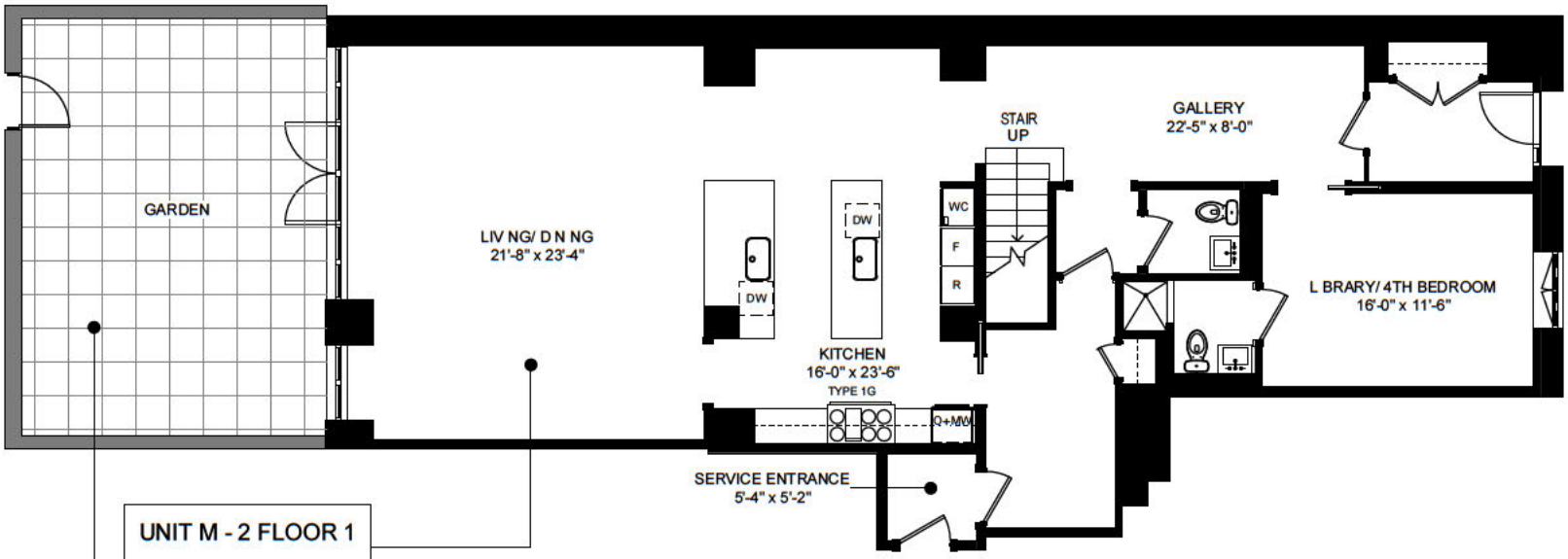




3/32" = 1'-0"

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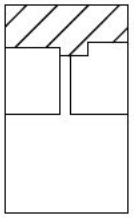
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FXFOWLE ARCHITECTS, LLP

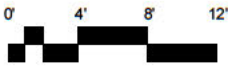



140 WEST 12TH STREET
NEW YORK, NY

UNIT M - 2
4 BEDROOMS
4.5 BATHS
3926 SF
509 SF OUTDOOR SPACE





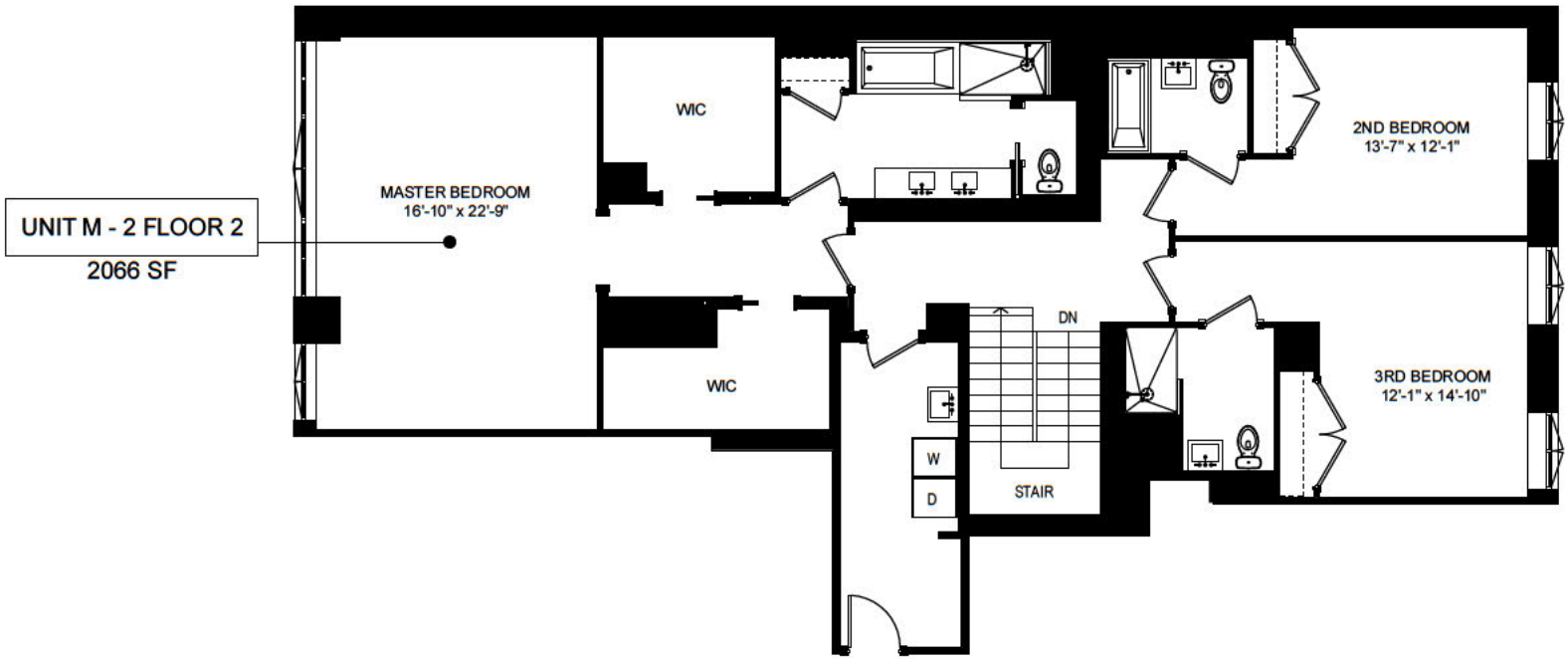




3/32" = 1'-0"

ALL D MENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND D MENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS.

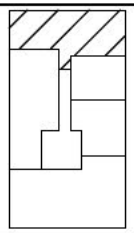
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




140 WEST 12TH STREET
NEW YORK, NY

UNIT M - 2
4 BEDROOMS
4.5 BATHS
3926 SF
509 SF OUTDOOR SPACE







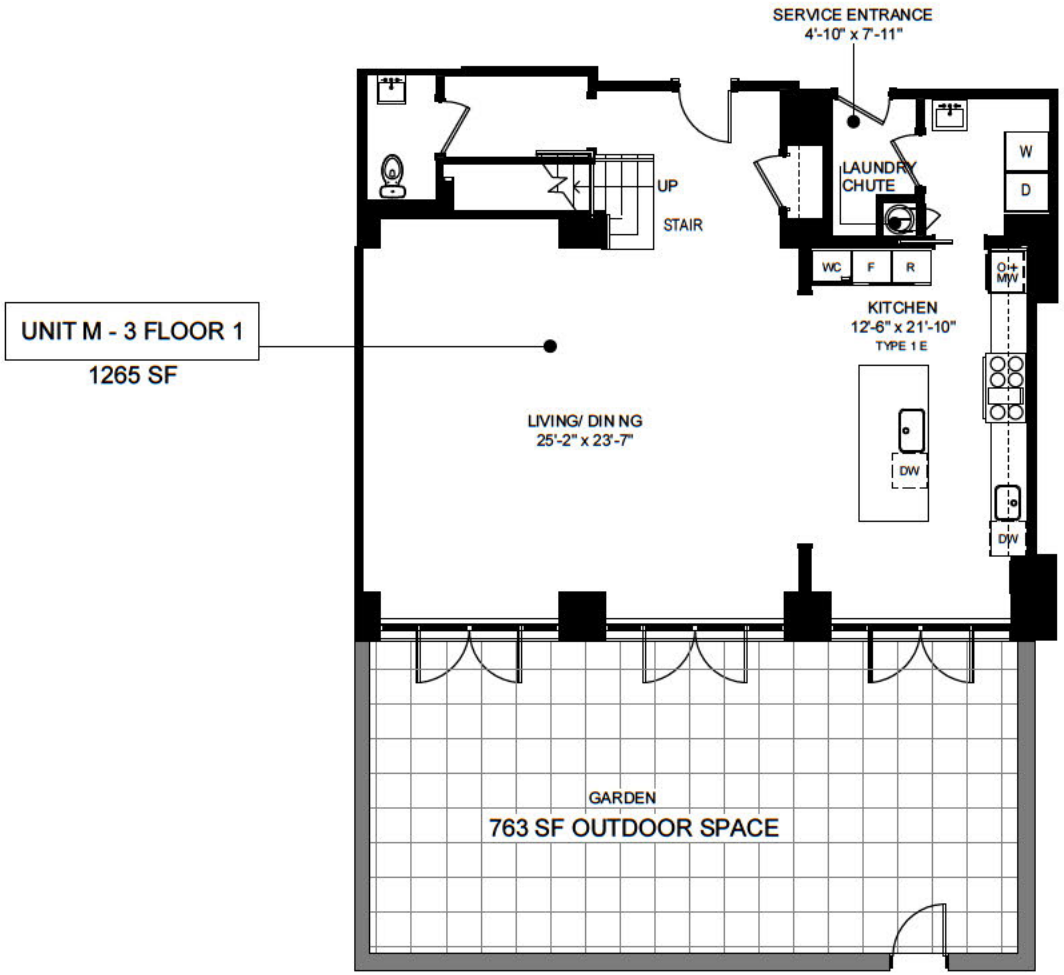


3/32" = 1'-0"

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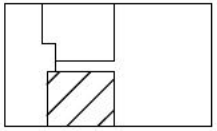
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




140 WEST 12TH STREET
NEW YORK, NY

UNIT M - 3
4 BEDROOMS
4 5 BATHS
3439 SF
763 SF OUTDOOR SPACE







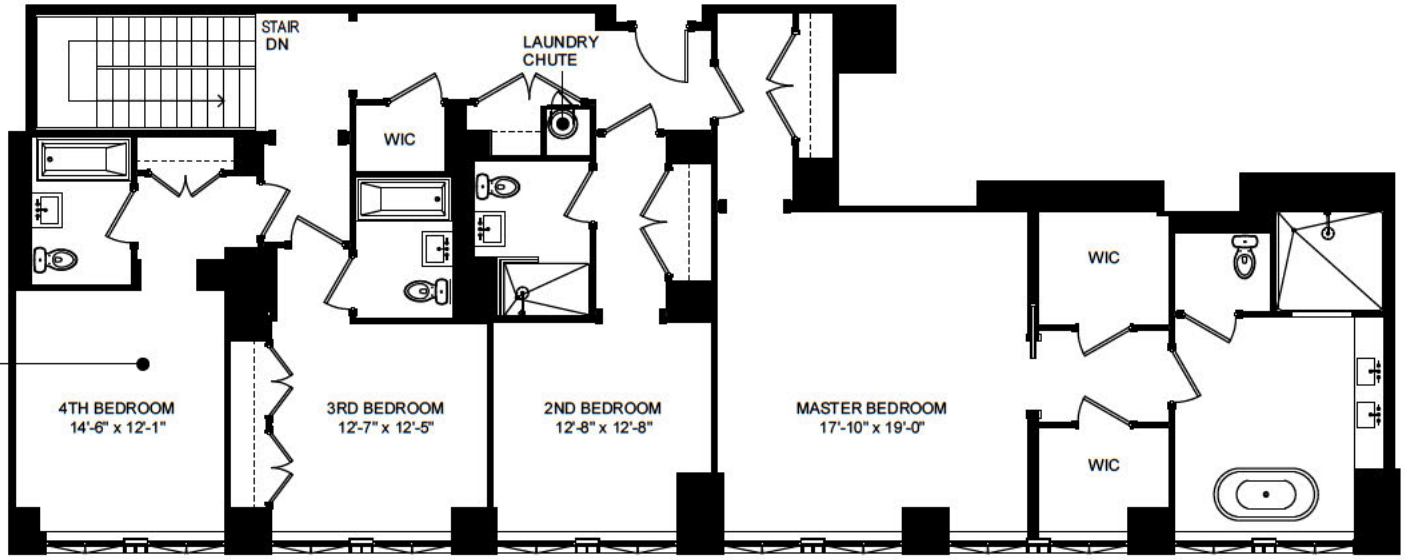


3/32" = 1'-0"

ALL D MENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND D MENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS.

NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP

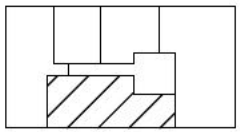



**UNIT M - 3 FLOOR 2**

**2174 SF**

140 WEST 12TH STREET
NEW YORK, NY

UNIT M - 3
4 BEDROOMS
4 5 BATHS
3439 SF
763 SF OUTDOOR SPACE







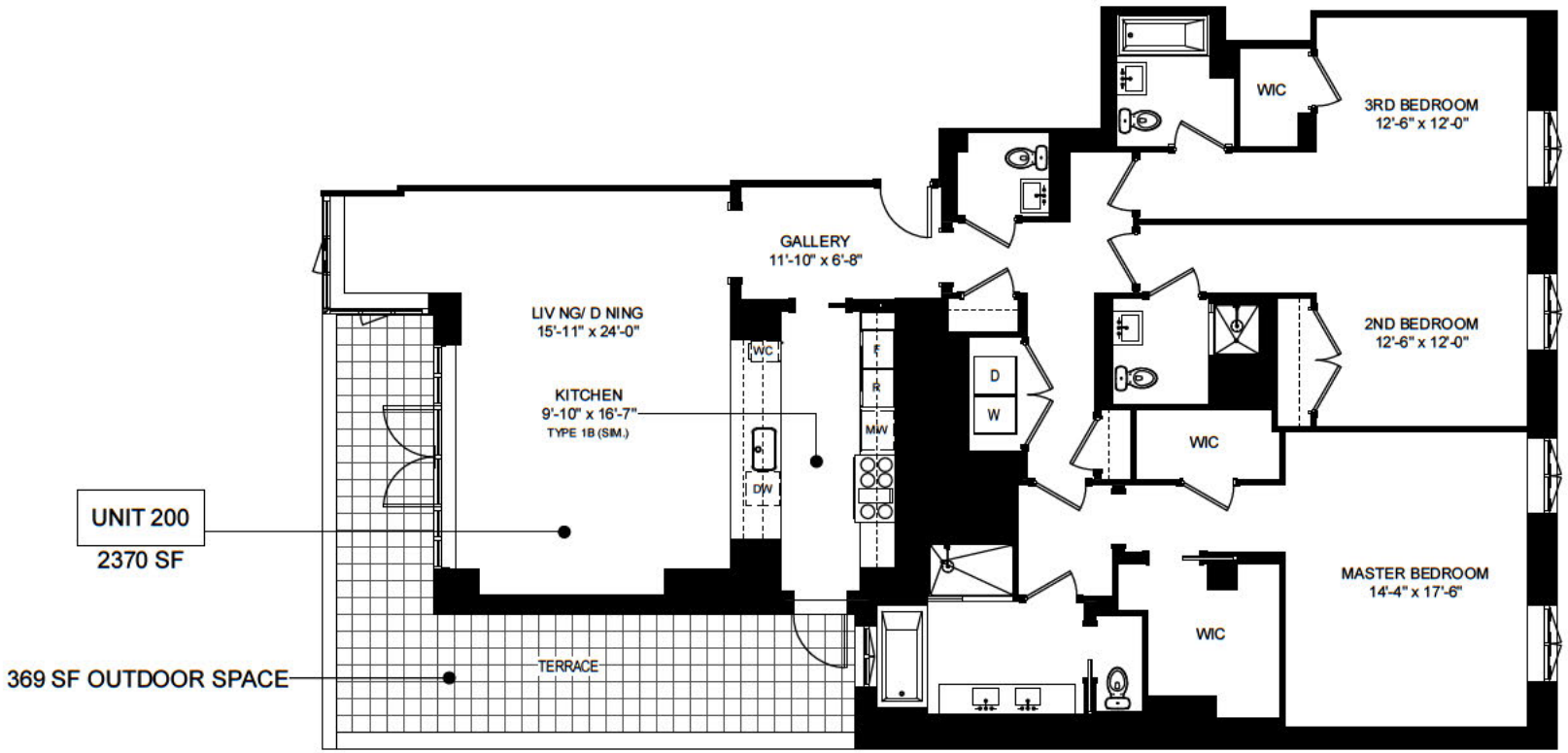


3/32" = 1'-0"

ALL D MENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND D MENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS.

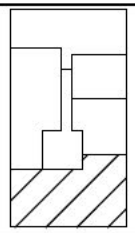
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

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140 WEST 12TH STREET
NEW YORK, NY

UNIT 200
3 BEDROOMS
3 5 BATHS
2370 SF
369 SF OUTDOOR SPACE







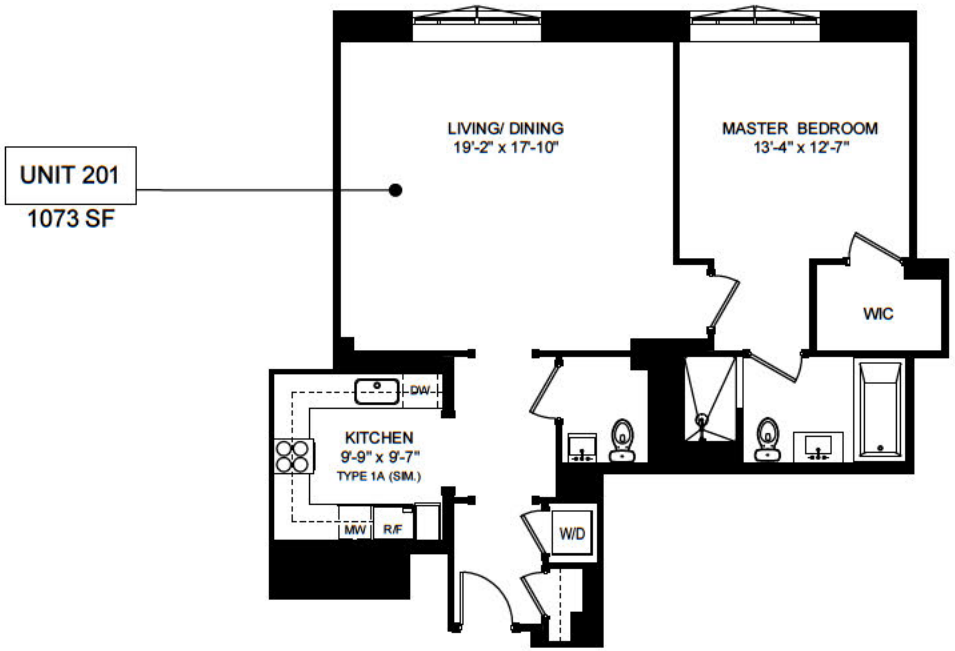


3/32" = 1'-0"

ALL D MENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND D MENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS.

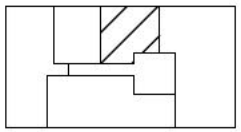
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




140 WEST 12TH STREET
NEW YORK, NY

UNIT 201
1 BEDROOM
1 5 BATHS
1073 SF







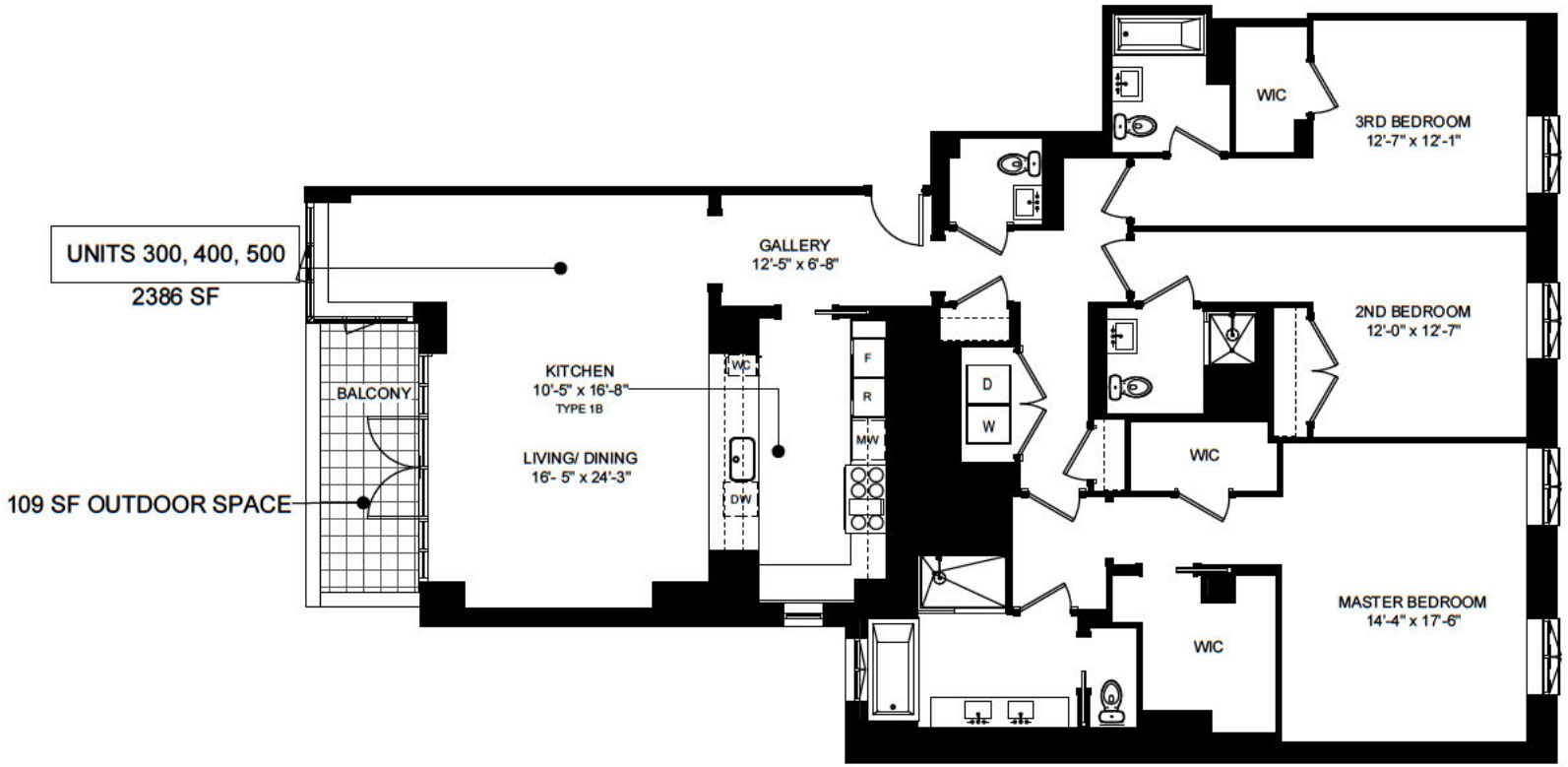


3/32" = 1'-0"

ALL D MENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND D MENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS.

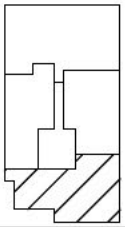
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP

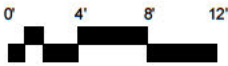



140 WEST 12TH STREET
NEW YORK, NY

UNITS 300, 400, 500
3 BEDROOMS
3 5 BATHS
2386 SF
109 SF OUTDOOR SPACE





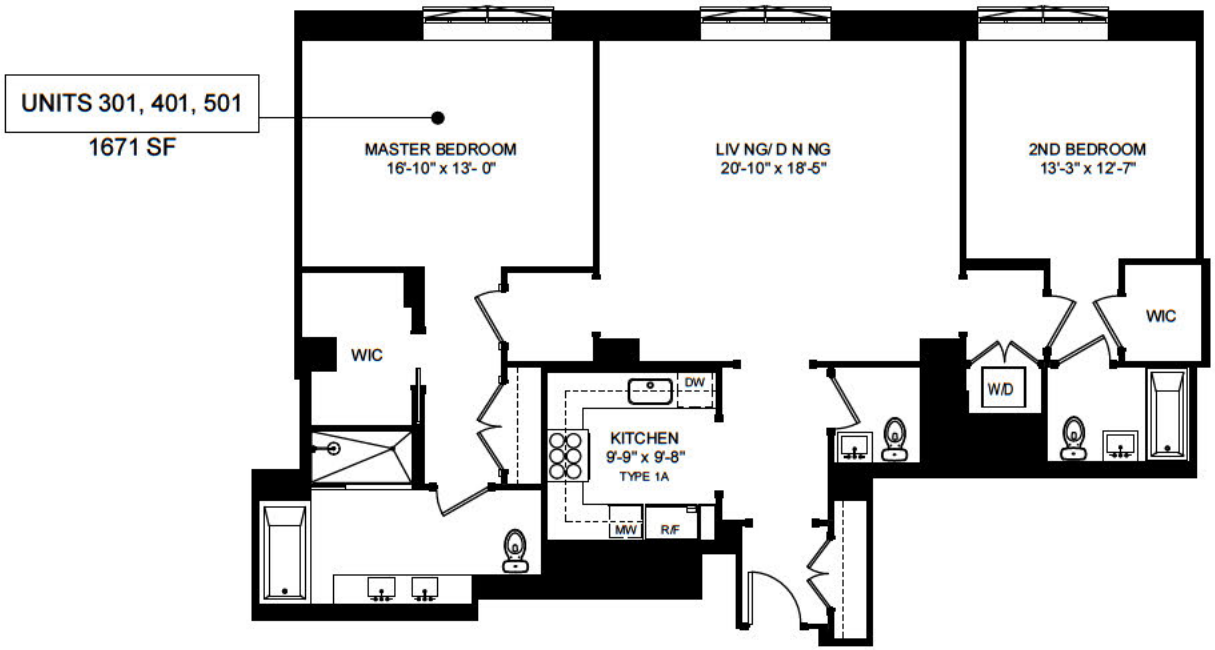




3/32" = 1'-0"

ALL D MENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND D MENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS.

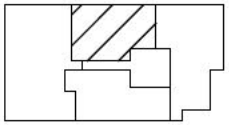
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




140 WEST 12TH STREET
NEW YORK, NY

UNITS 301, 401, 501
2 BEDROOMS
2.5 BATHS
1671 SF





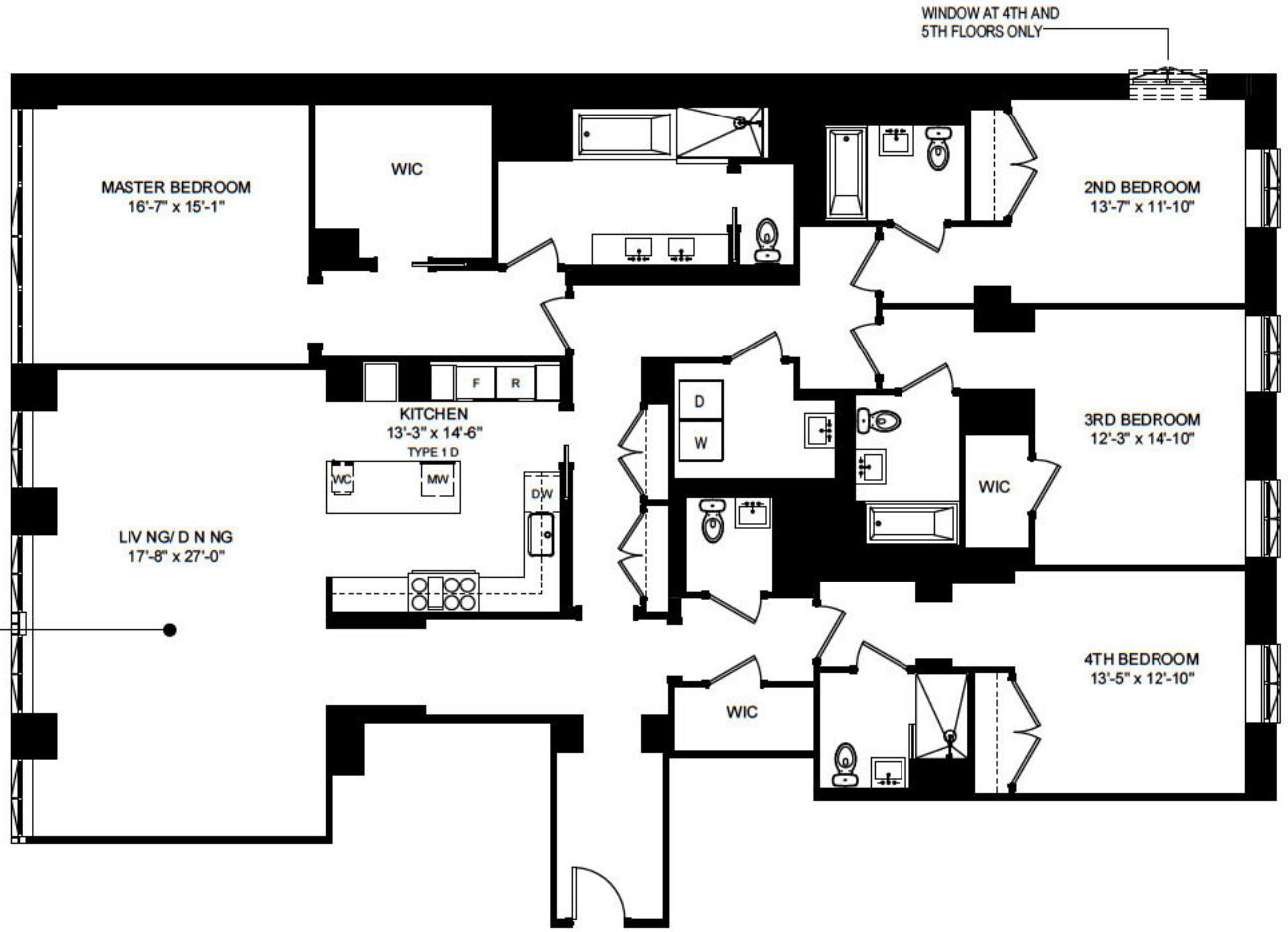


3/32" = 1'-0"

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NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP

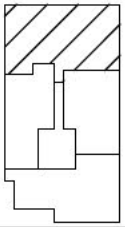



UNITS 302, 402, 502

3088 SF

140 WEST 12TH STREET
NEW YORK, NY

UNITS 302, 402, 502
4 BEDROOMS
4 5 BATHS
3088 SF







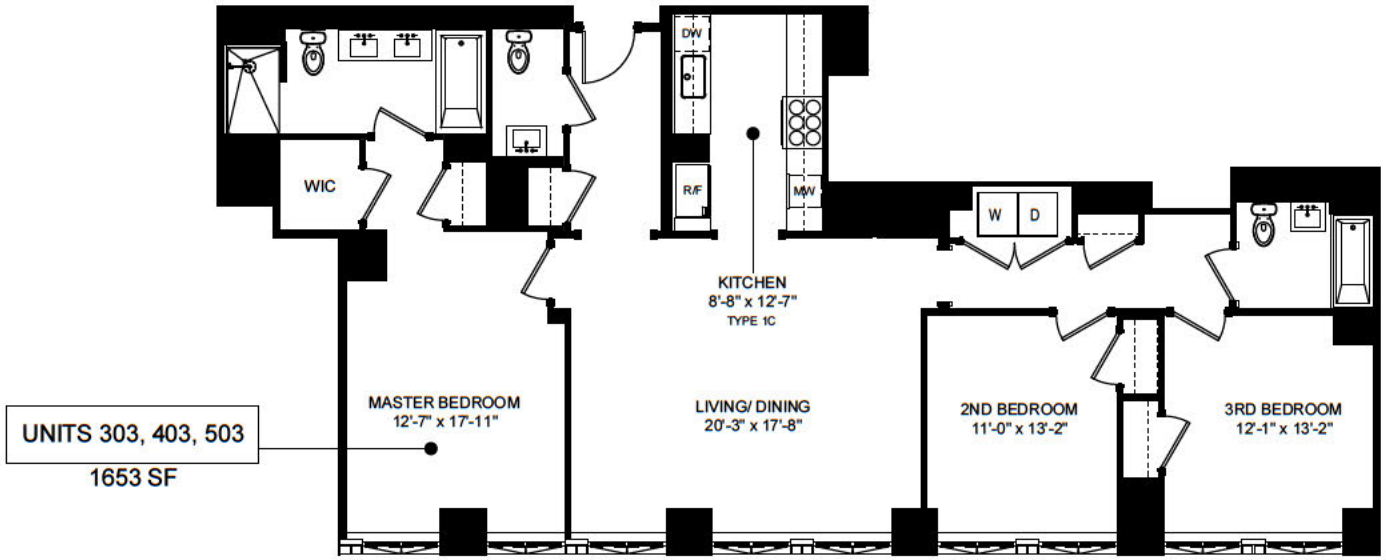


3/32" = 1'-0"

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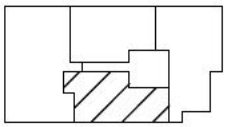
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




140 WEST 12TH STREET
NEW YORK, NY

UNITS 303, 403, 503
3 BEDROOMS
2 5 BATHS
1653 SF





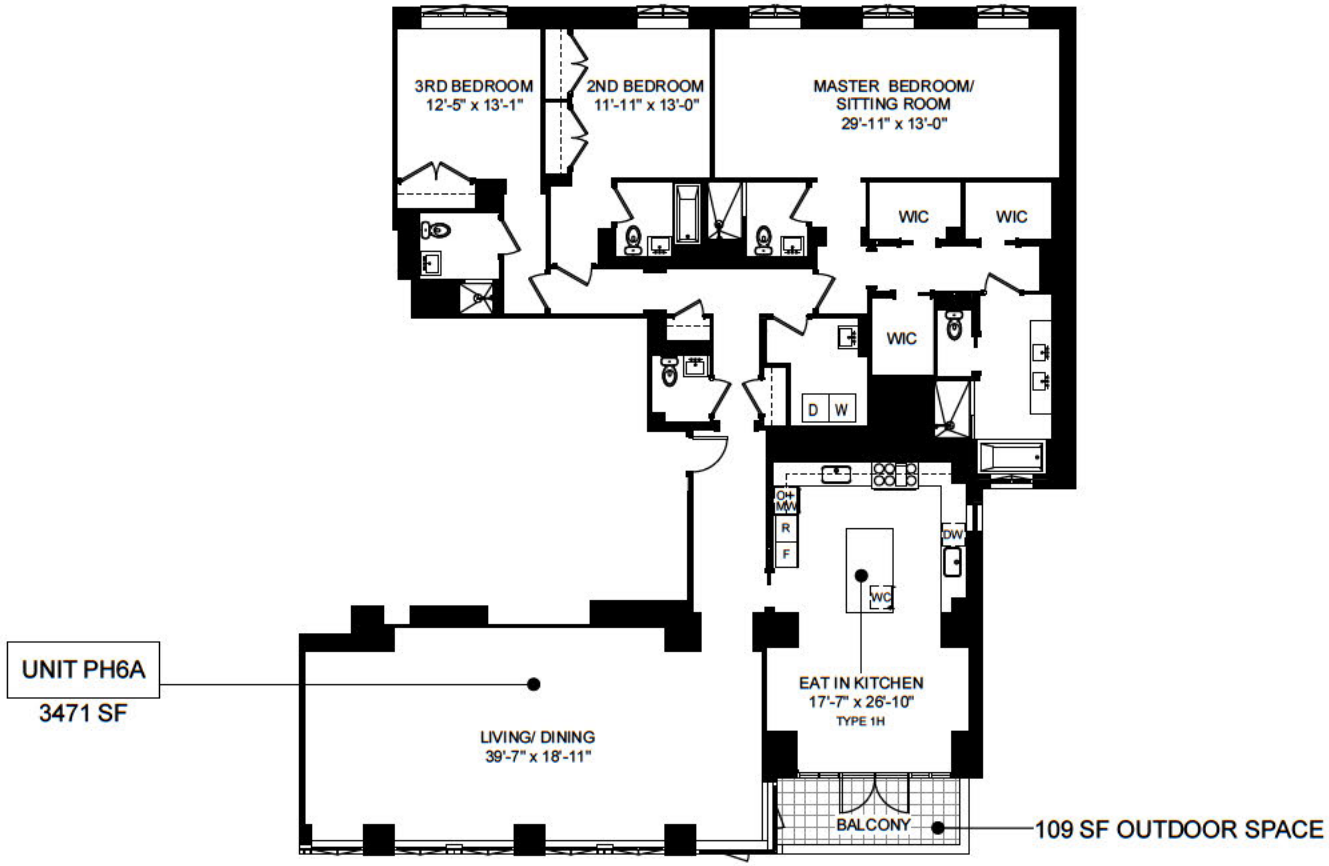


3/32" = 1'-0"

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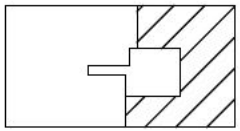
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




140 WEST 12TH STREET
NEW YORK, NY

UNIT PH6A
3 BEDROOMS
4 5 BATHS
3471 SF
109 SF OUTDOOR SPACE







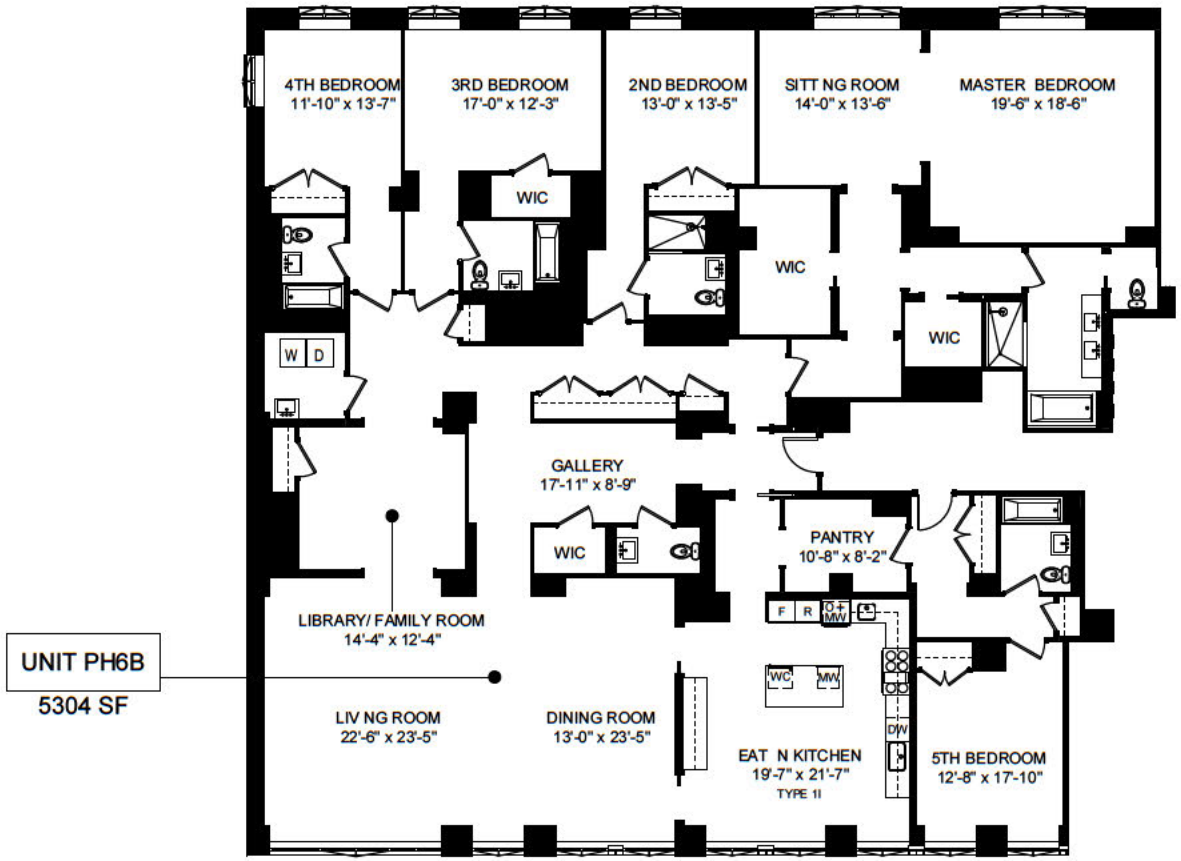


1/16" = 1'-0"

ALL D MENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND D MENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS.

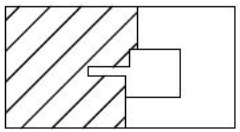
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




140 WEST 12TH STREET
NEW YORK, NY

UNIT PH6B
5 BEDROOMS
5 5 BATHS
5304 SF







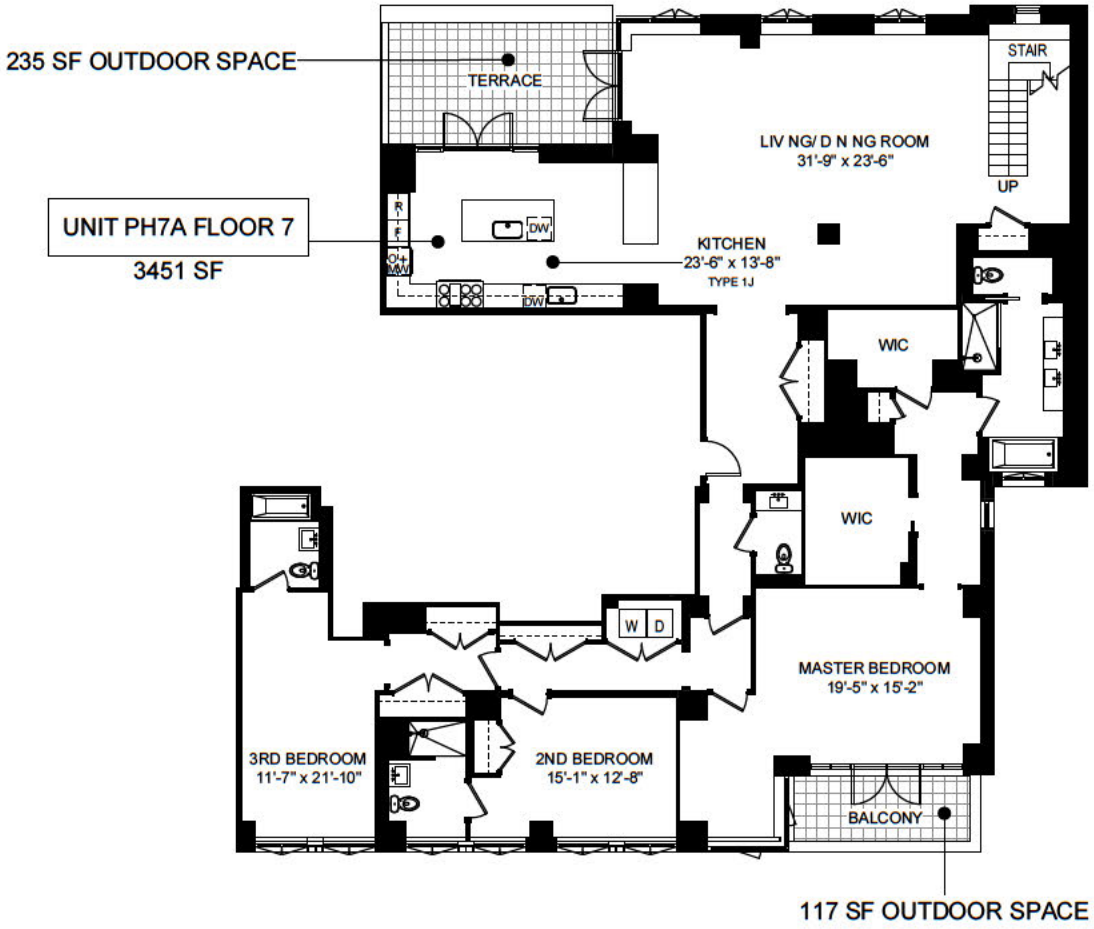


1/16" = 1'-0"

ALL D MENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND D MENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS.

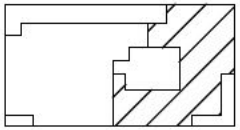
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




140 WEST 12TH STREET
NEW YORK, NY

UNIT PH7A
4 BEDROOMS
4 5 BATHS
4317 SF
1174 SF OUTDOOR SPACE



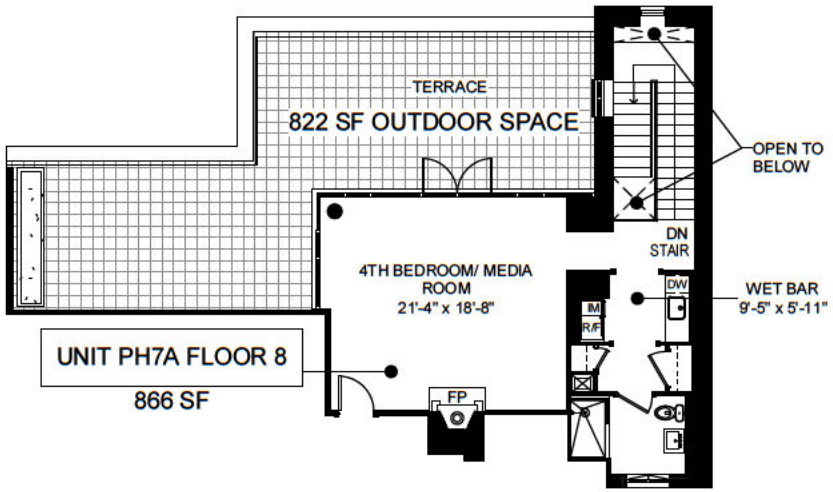

0' 6' 12' 18'

1/16" = 1'-0"

ALL D MENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND D MENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS.

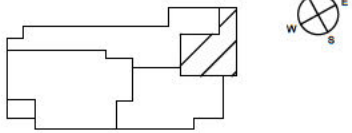
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




140 WEST 12TH STREET
NEW YORK, NY

UNIT PH7A
4 BEDROOMS
4 5 BATHS
4317 SF
1174 SF OUTDOOR SPACE





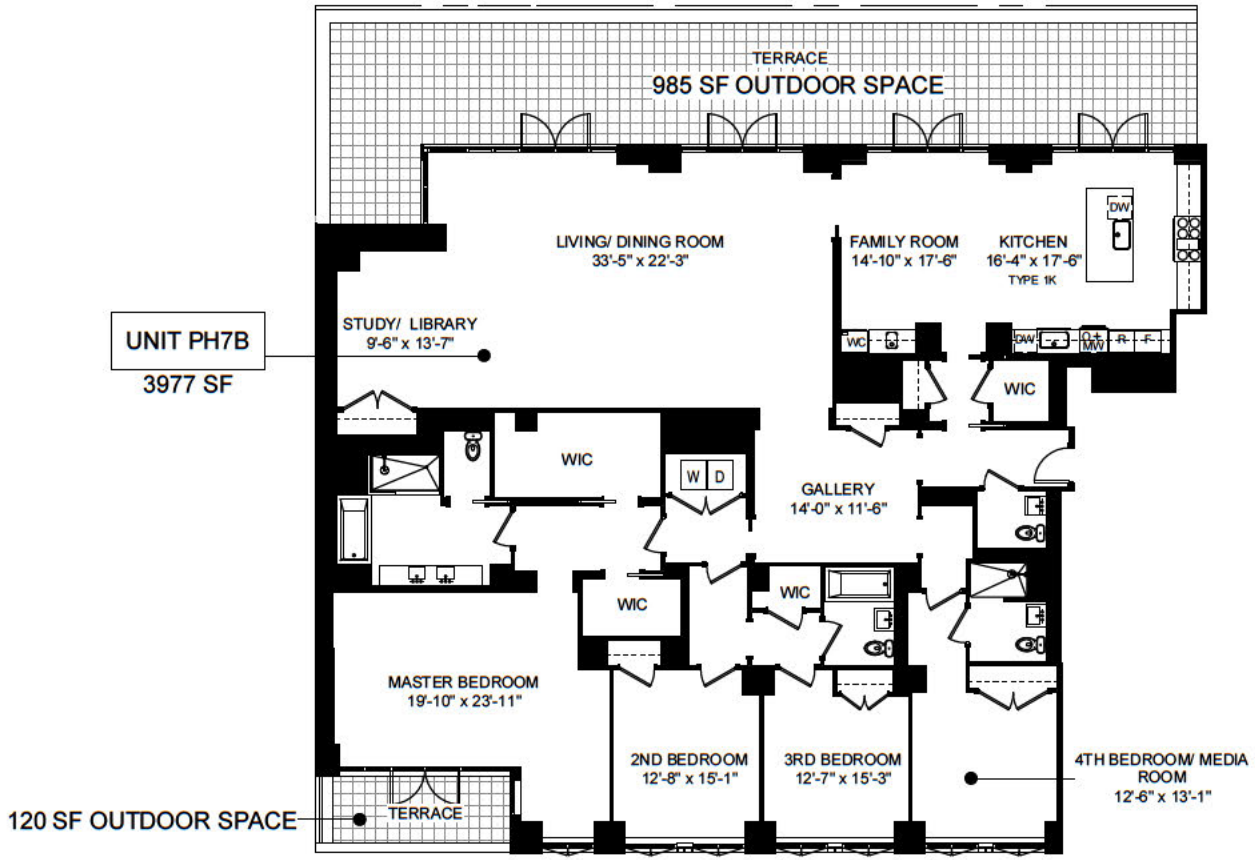


1/16" = 1'-0"

ALL D MENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND D MENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS.

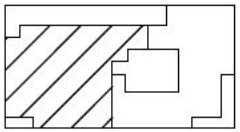
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




140 WEST 12TH STREET
NEW YORK, NY

UNIT PH7B
4 BEDROOMS
3 5 BATHS
3977 SF
1105 SF OUTDOOR SPACE



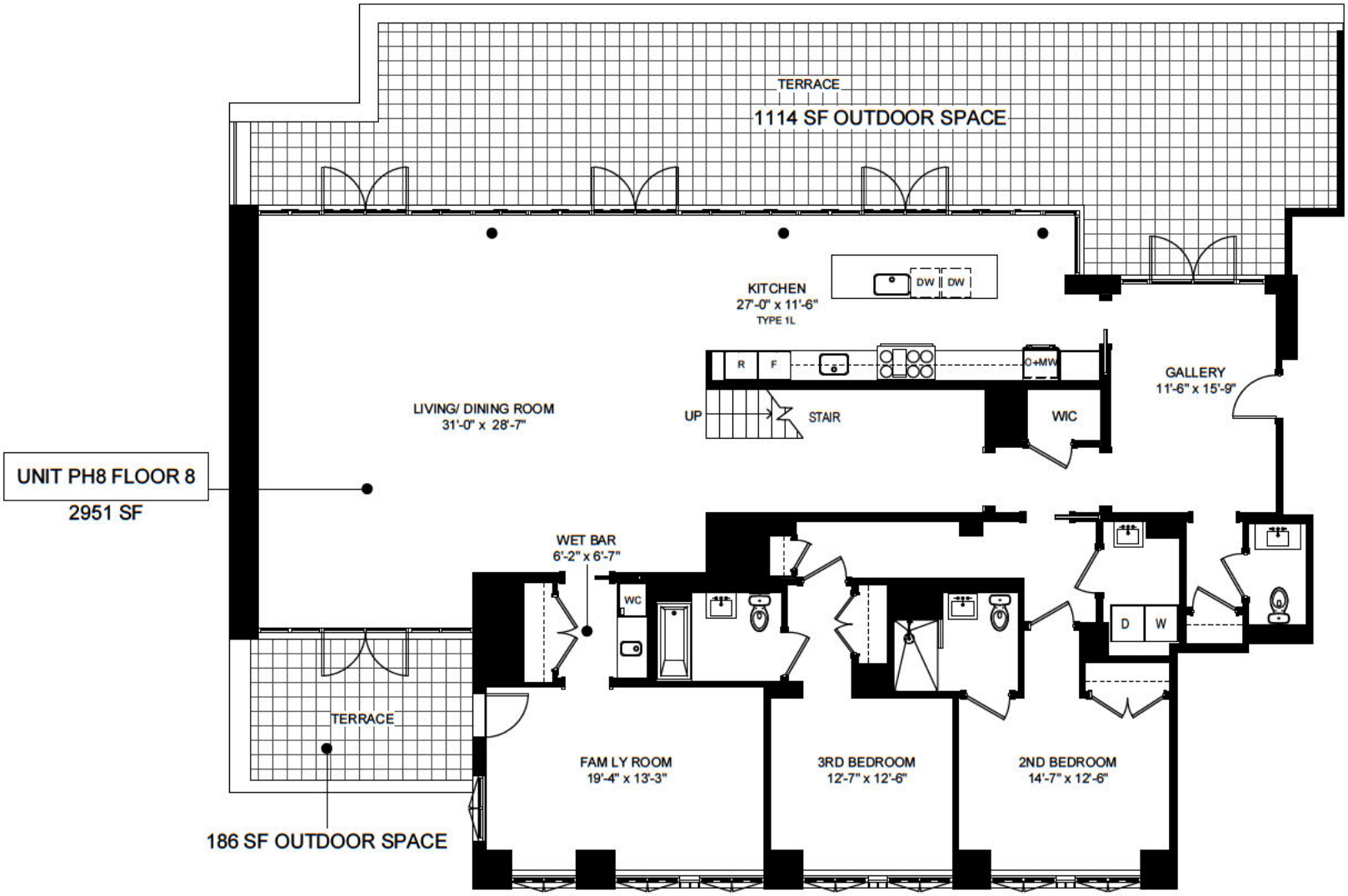

0' 6' 12' 18'

1/16" = 1'-0"

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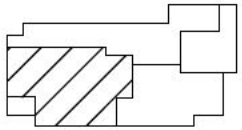
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




140 WEST 12TH STREET
NEW YORK, NY

UNIT PH8
3 BEDROOMS
3 5 BATHS
4027 SF
3148 SF OUTDOOR SPACE



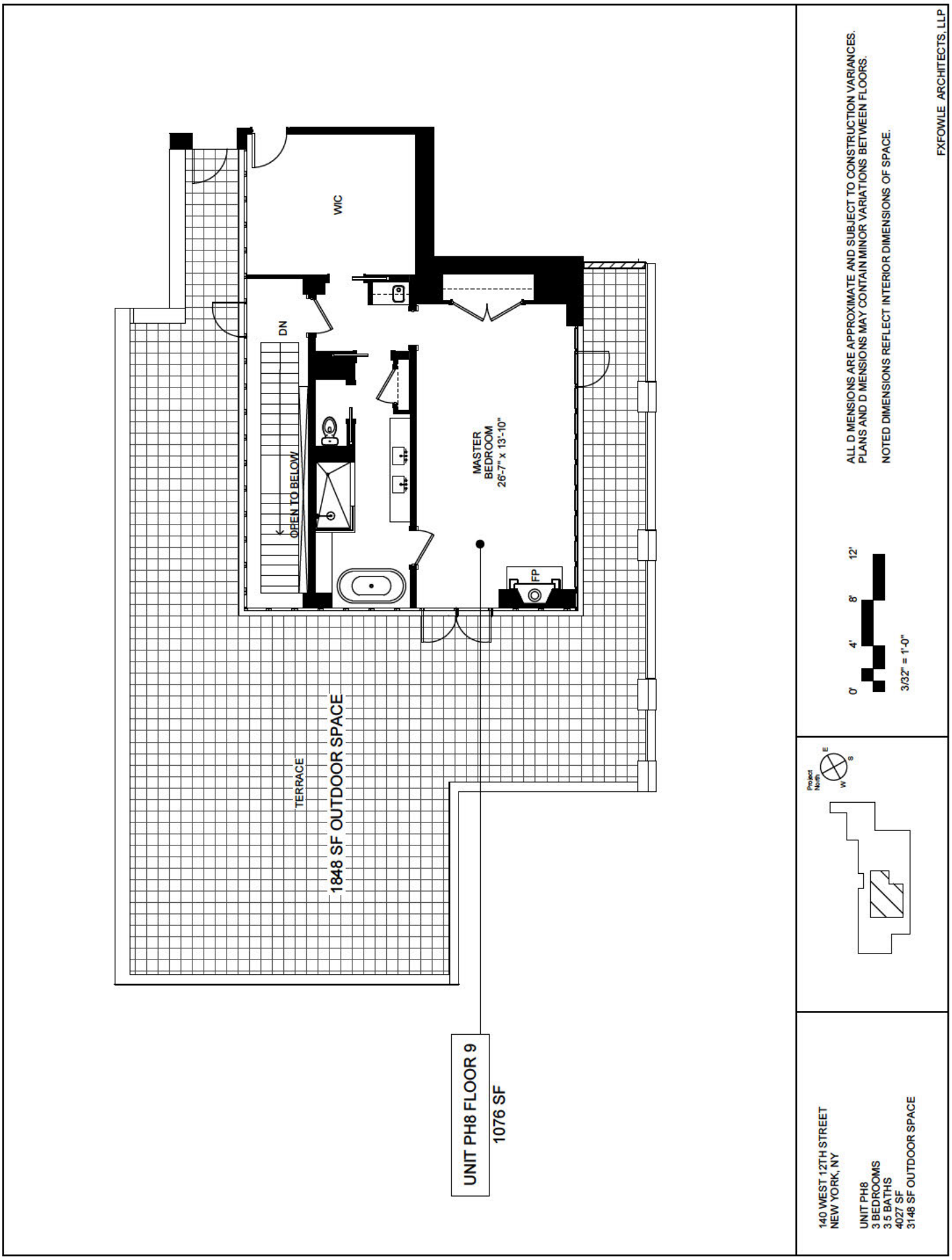

0' 4' 8' 12'

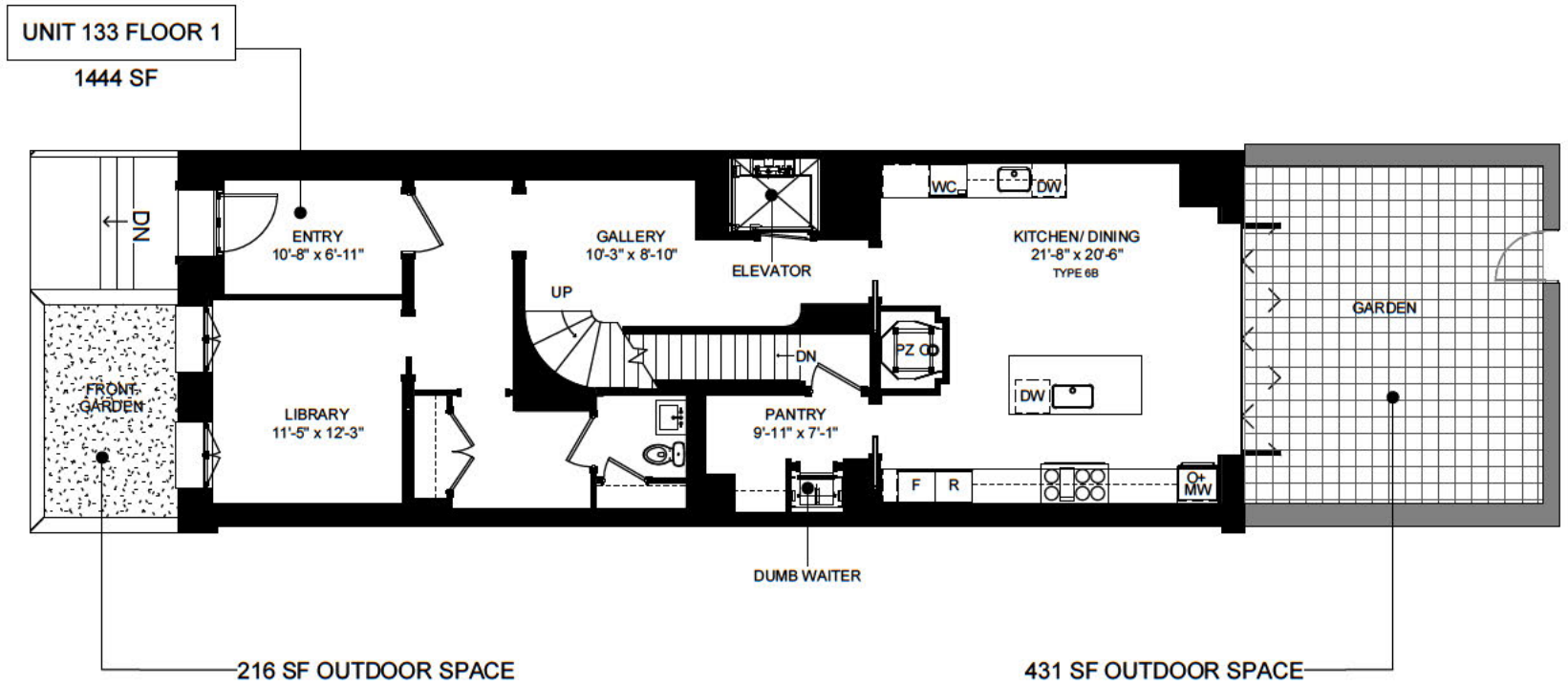
3/32" = 1'-0"

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NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

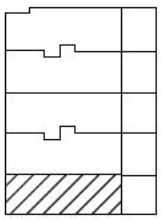
FXFOWLE ARCHITECTS, LLP

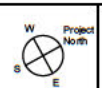

WIC
DN
OPEN TO BELOW
MASTER BEDROOM
26'-7" x 13'-10"
FP
TERRACE
1848 SF OUTDOOR SPACE
UNIT PH8 FLOOR 9
1076 SF
Project North
0'
4'
8'
12'
3/32" = 1'-0"
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS.
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.
FXFOWLE ARCHITECTS, LLP
140 WEST 12TH STREET
NEW YORK, NY
UNIT PH8
3 BEDROOMS
3.5 BATHS
4027 SF
3148 SF OUTDOOR SPACE

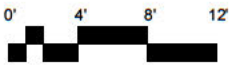



133 WEST 11TH STREET
NEW YORK, NY

UNIT 133
4 BEDROOMS
4 BATHS, 4 HALF BATHS
6574 SF
1632 SF OUTDOOR SPACE






3/32" = 1'-0"

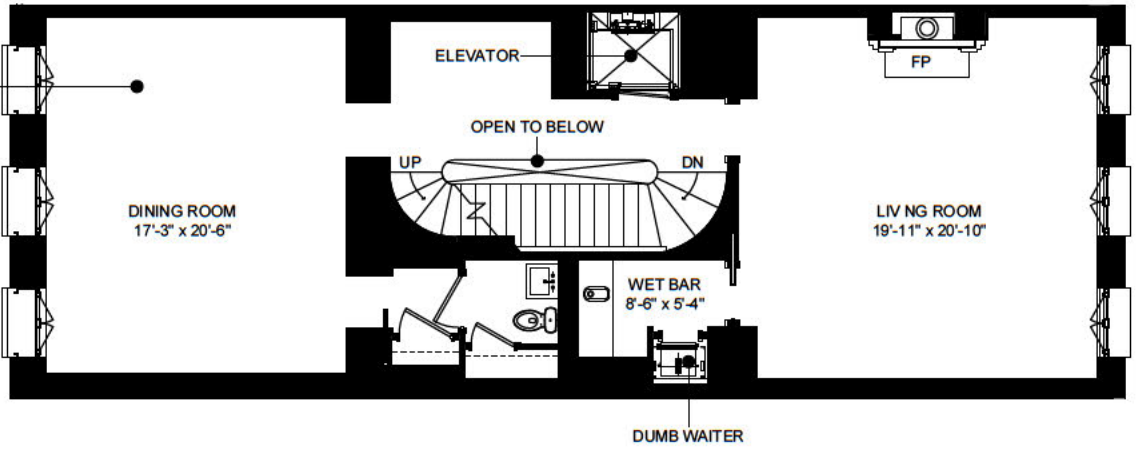
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FXFOWLE ARCHITECTS, LLP

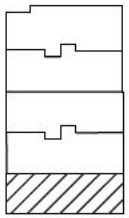
UNIT 133 FLOOR 2

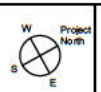
1411 SF




133 WEST 11TH STREET
NEW YORK, NY

UNIT 133
4 BEDROOMS
4 BATHS, 4 HALF BATHS
6574 SF
1632 SF OUTDOOR SPACE









3/32" = 1'-0"

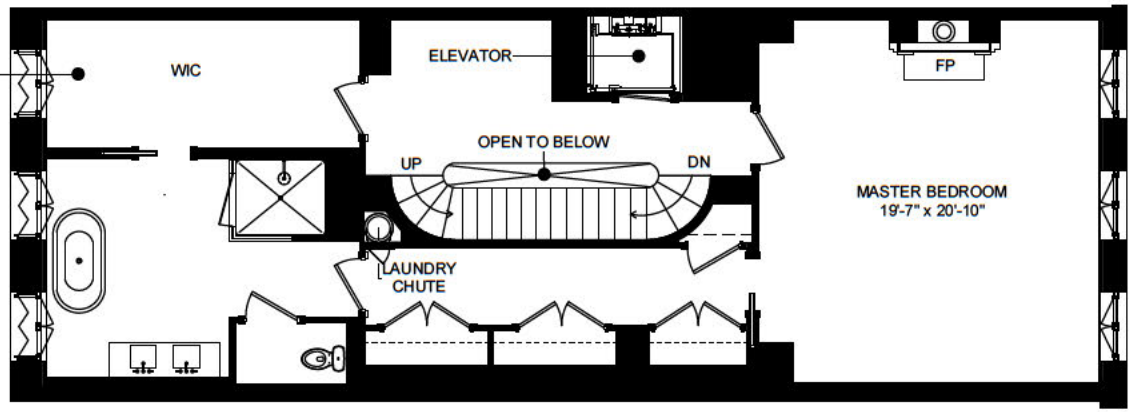
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NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP

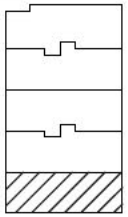
UNIT 133 FLOOR 3

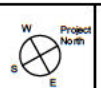
1411 SF

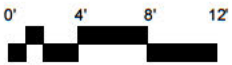



133 WEST 11TH STREET
NEW YORK, NY

UNIT 133
4 BEDROOMS
4 BATHS, 4 HALF BATHS
6574 SF
1632 SF OUTDOOR SPACE






3/32" = 1'-0"

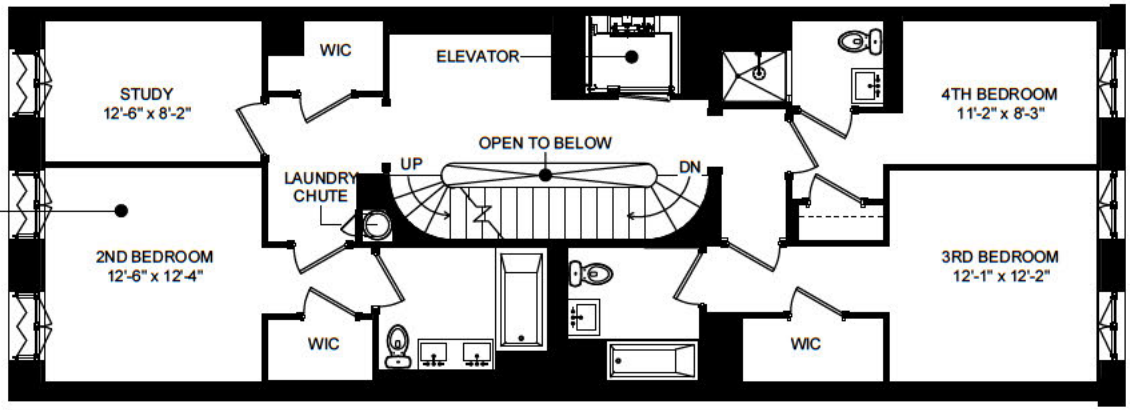
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTA N MINOR VARIATIONS BETWEEN FLOORS.

NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP

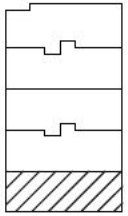
**UNIT 133 FLOOR 4**

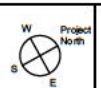
**1407 SF**




133 WEST 11TH STREET
NEW YORK, NY

UNIT 133
4 BEDROOMS
4 BATHS, 4 HALF BATHS
6574 SF
1632 SF OUTDOOR SPACE







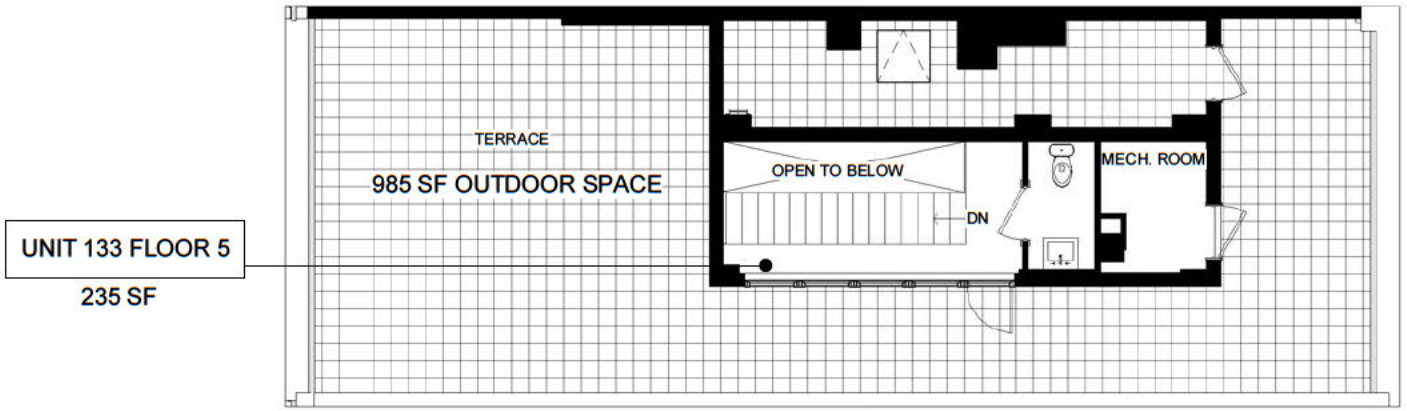


3/32" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTA N MINOR VARIATIONS BETWEEN FLOORS.

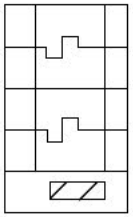
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

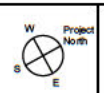
FXFOWLE ARCHITECTS, LLP




133 WEST 11TH STREET
NEW YORK, NY

UNIT 133
4 BEDROOMS
4 BATHS, 4 HALF BATHS
6574 SF
1632 SF OUTDOOR SPACE







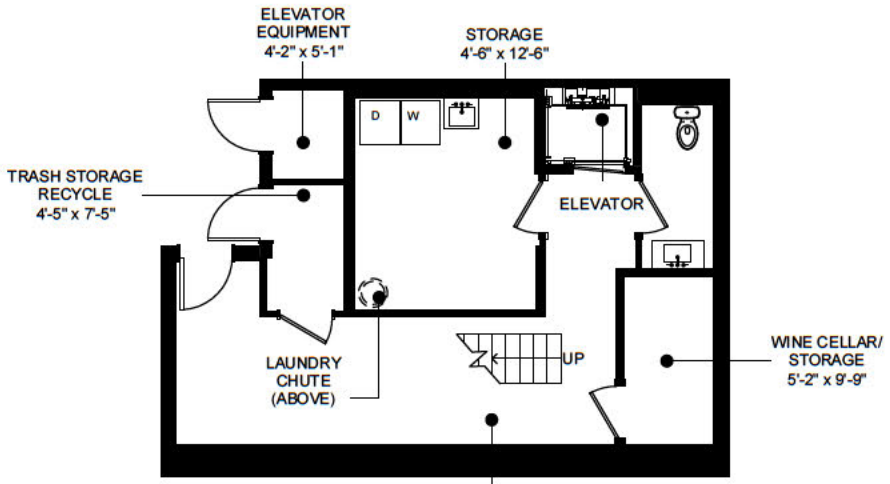


3/32" = 1'-0"

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FXFOWLE ARCHITECTS, LLP

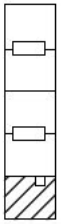


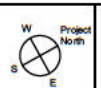

## UNIT 133 FLOOR CELLAR

666 SF

133 WEST 11TH STREET
NEW YORK, NY

UNIT 133
4 BEDROOMS
4 BATHS, 4 HALF BATHS
6574 SF
1632 SF OUTDOOR SPACE







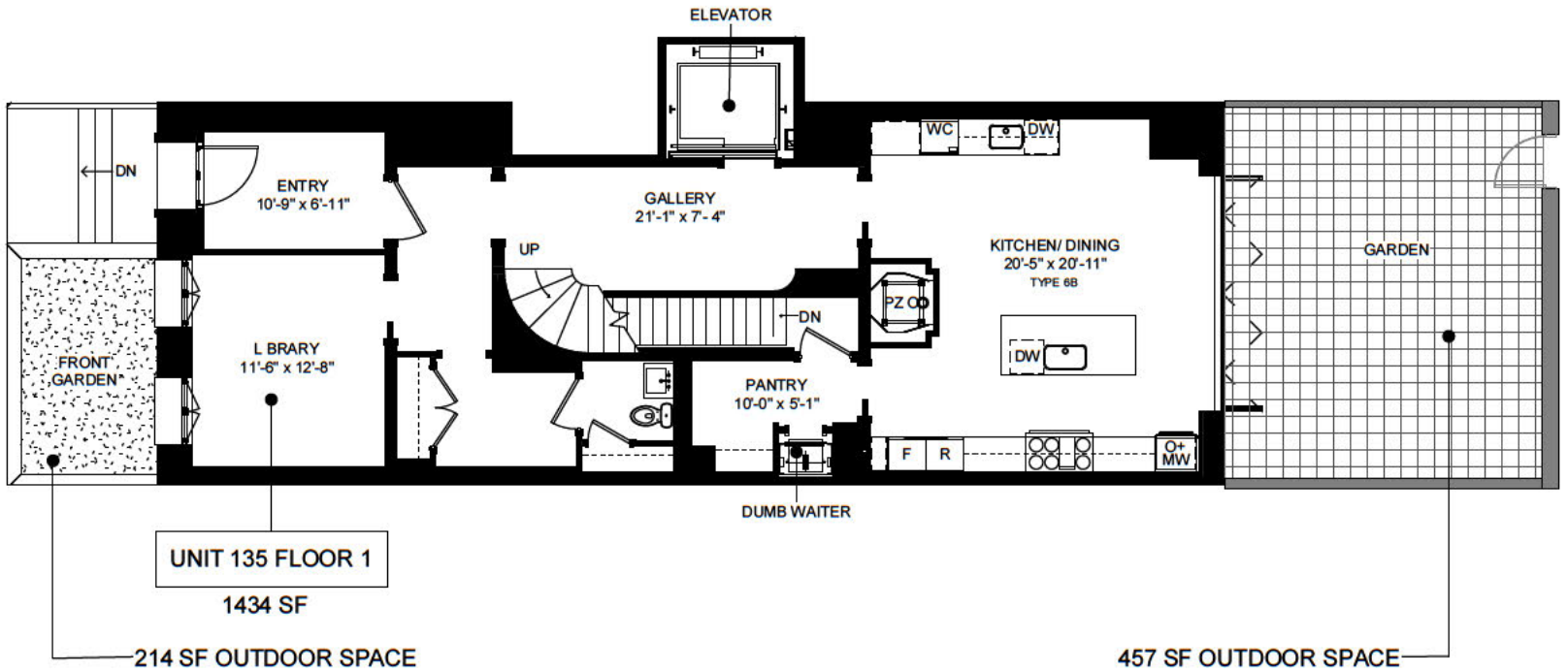


3/32" = 1'-0"

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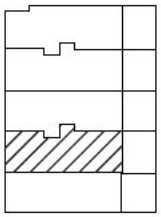
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

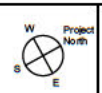
FXFOWLE ARCHITECTS, LLP




135 WEST 11TH STREET
NEW YORK, NY

UNIT 135
5 BEDROOMS
5 BATHS, 3 HALF BATHS
6998 SF
1249 OUTDOOR SPACE







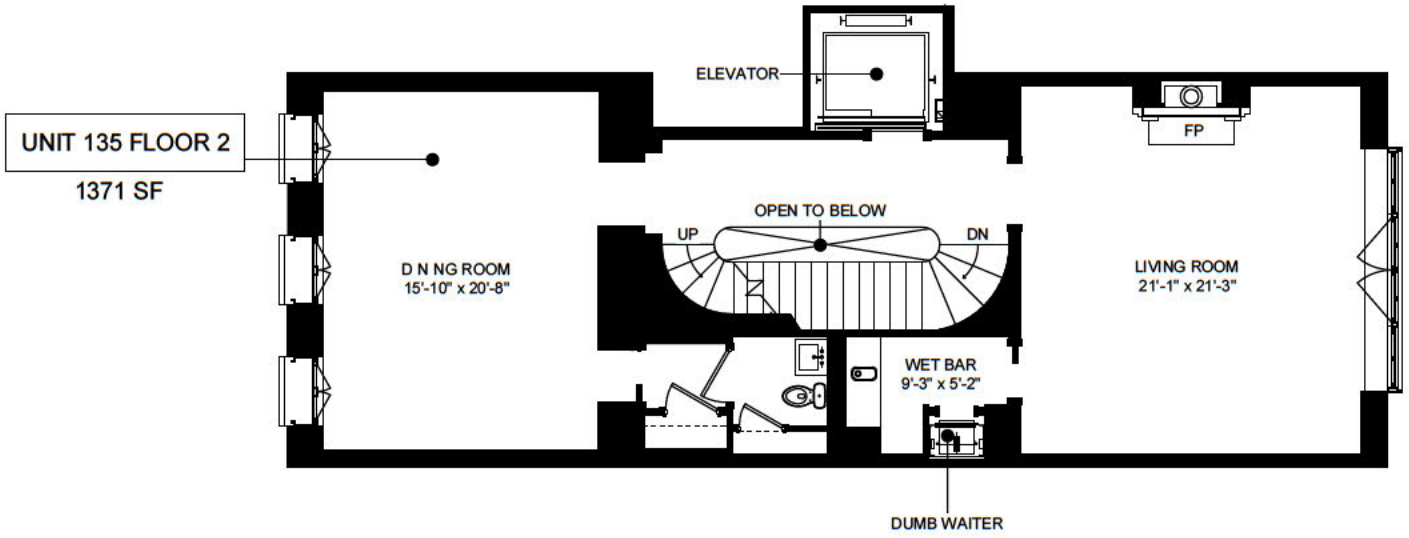


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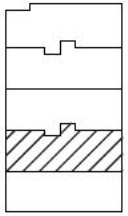
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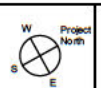
FXFOWLE ARCHITECTS, LLP




135 WEST 11TH STREET
NEW YORK, NY

UNIT 135
5 BEDROOMS
5 BATHS, 3 HALF BATHS
6998 SF
1249 OUTDOOR SPACE







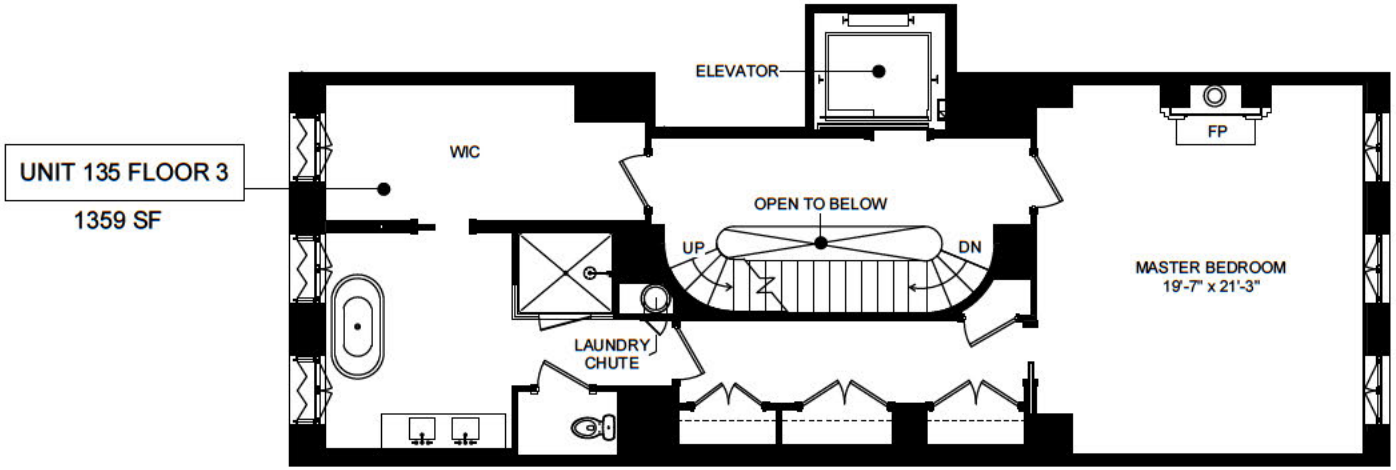


3/32" = 1'-0"

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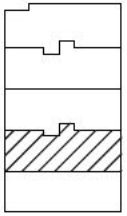
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

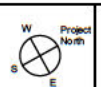
FXFOWLE ARCHITECTS, LLP




135 WEST 11TH STREET
NEW YORK, NY

UNIT 135
5 BEDROOMS
5 BATHS, 3 HALF BATHS
6998 SF
1249 OUTDOOR SPACE









3/32" = 1'-0"

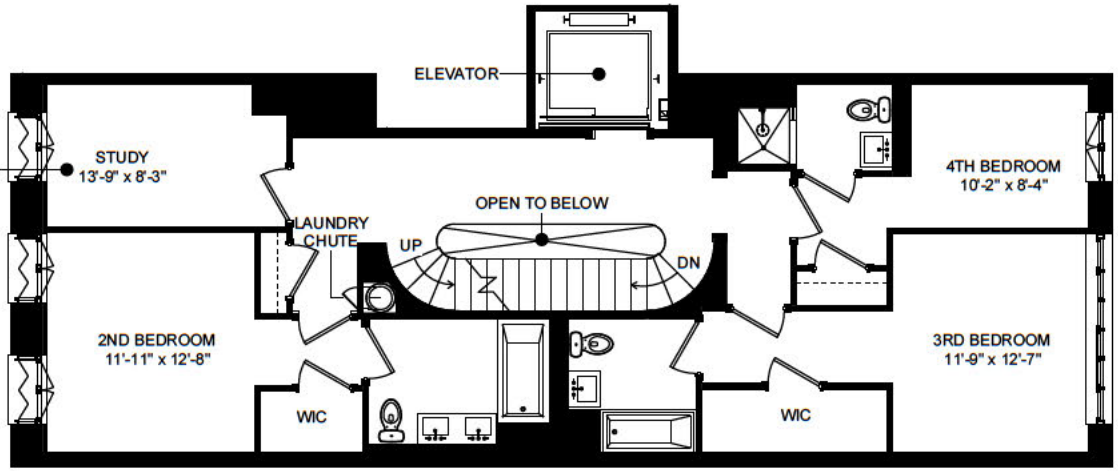
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FXFOWLE ARCHITECTS, LLP

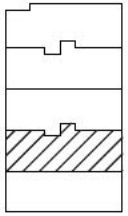
## UNIT 135 FLOOR 4

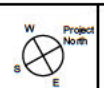
1359 SF




135 WEST 11TH STREET
NEW YORK, NY

UNIT 135
5 BEDROOMS
5 BATHS, 3 HALF BATHS
6998 SF
1249 OUTDOOR SPACE





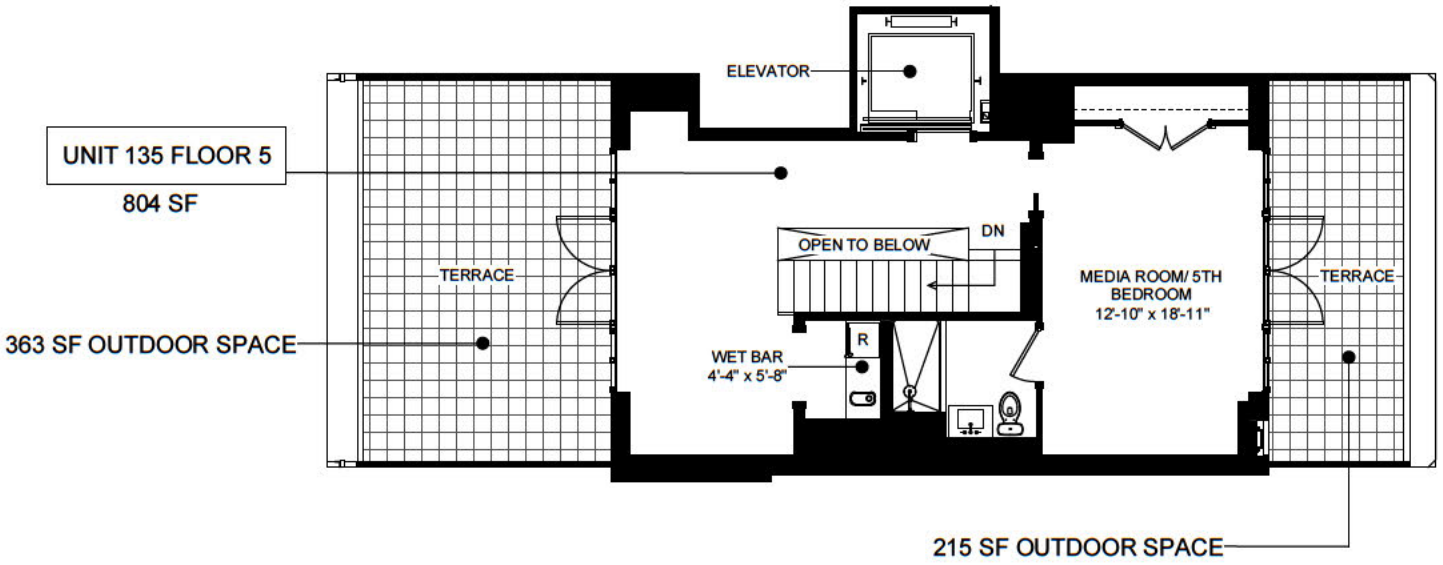




3/32" = 1'-0"

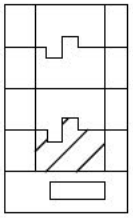
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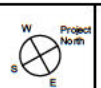
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.




135 WEST 11TH STREET
NEW YORK, NY

UNIT 135
5 BEDROOMS
5 BATHS, 3 HALF BATHS
6998 SF
1249 OUTDOOR SPACE







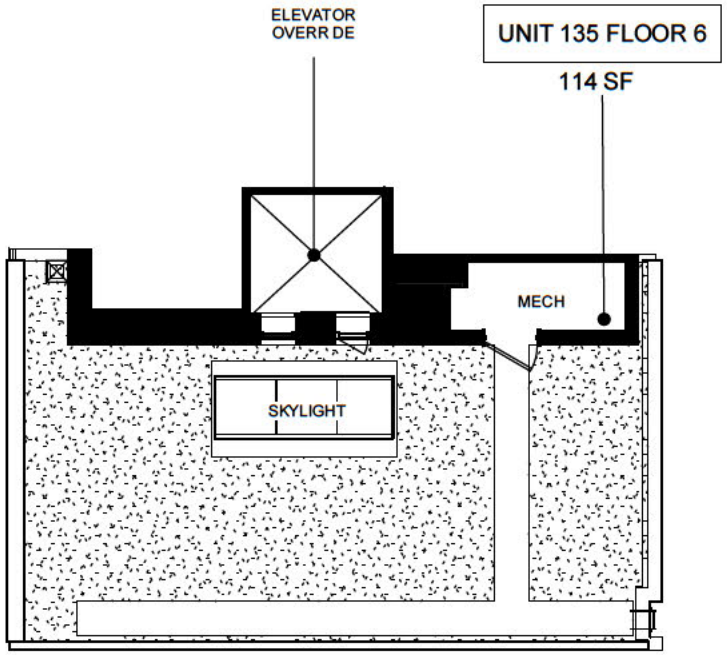


3/32" = 1'-0"

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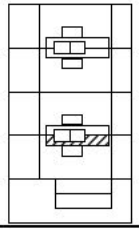
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

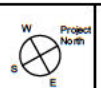
FXFOWLE ARCHITECTS, LLP




135 WEST 11TH STREET
NEW YORK, NY

UNIT 135
5 BEDROOMS
5 BATHS, 3 HALF BATHS
6998 SF
1249 OUTDOOR SPACE







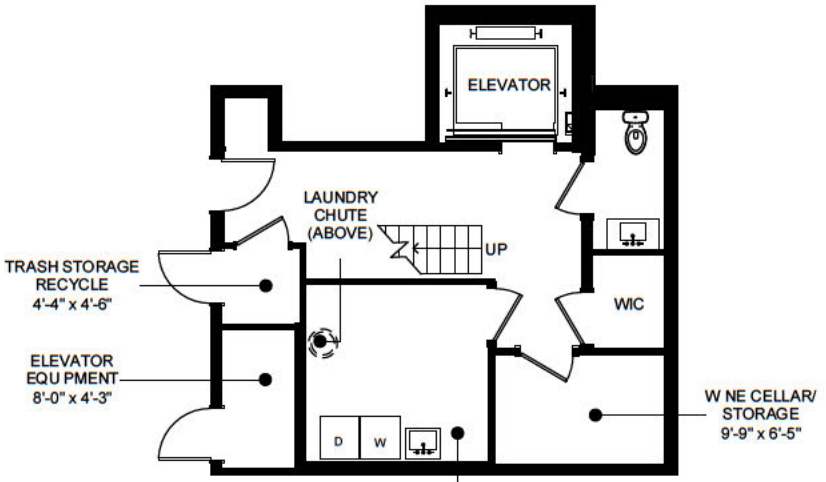


3/32" = 1'-0"

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FXFOWLE ARCHITECTS, LLP

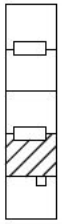


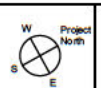

UNIT 135 FLOOR CELLAR

557 SF

135 WEST 11TH STREET
NEW YORK, NY

UNIT 135
5 BEDROOMS
5 BATHS, 3 HALF BATHS
6998 SF
1249 OUTDOOR SPACE







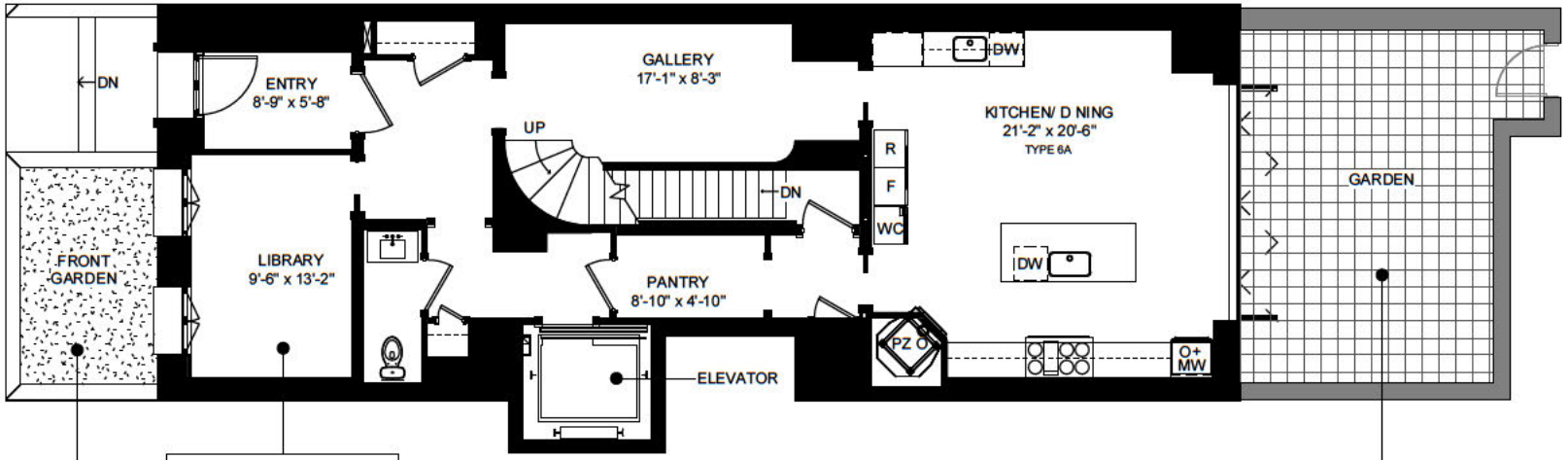


3/32" = 1'-0"

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UNIT 137 FLOOR 1

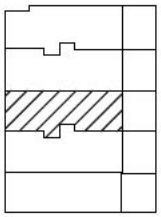
1441 SF

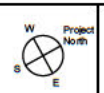
213 SF OUTDOOR SPACE

377 SF OUTDOOR SPACE

137 WEST 11TH STREET
NEW YORK, NY

UNIT 137
5 BEDROOMS
5 BATHS, 3 HALF BATHS
7051 SF
1187 SF OUTDOOR SPACE









3/32" = 1'-0"

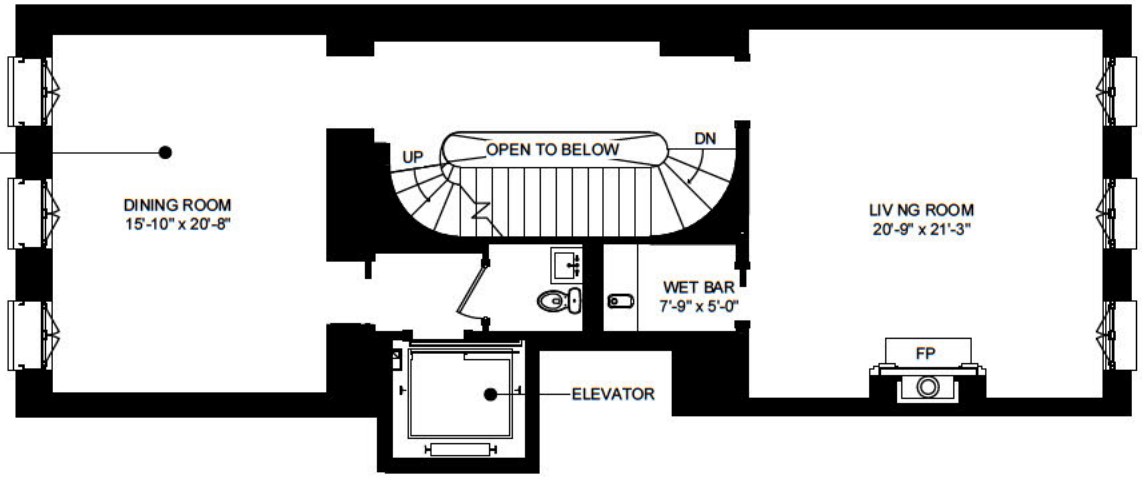
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FXFOWLE ARCHITECTS, LLP

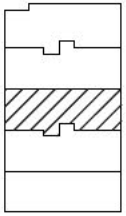
UNIT 137 FLOOR 2

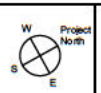
1365 SF




137 WEST 11TH STREET
NEW YORK, NY

UNIT 137
5 BEDROOMS
5 BATHS, 3 HALF BATHS
7051 SF
1187 SF OUTDOOR SPACE









3/32" = 1'-0"

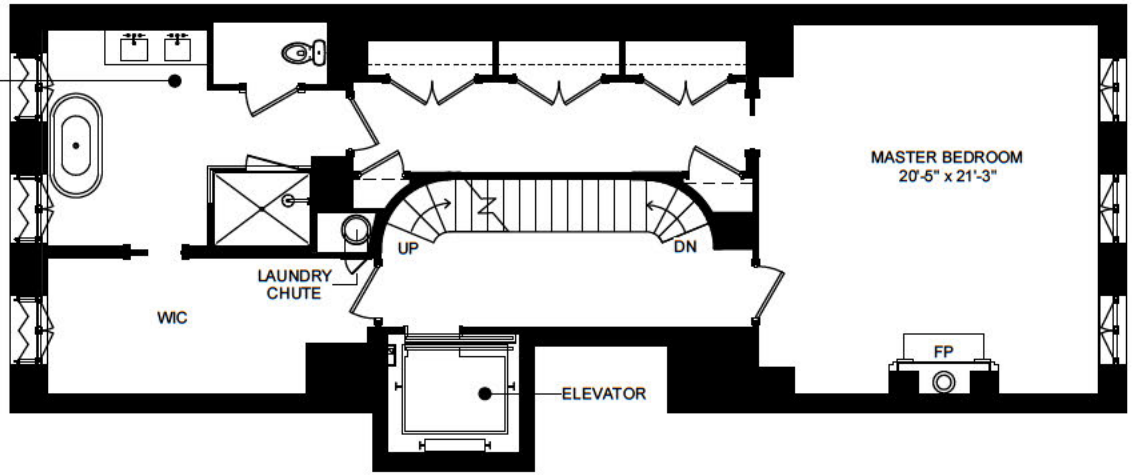
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FXFOWLE ARCHITECTS, LLP

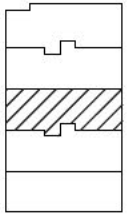
UNIT 137 FLOOR 3

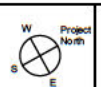
1390 SF




137 WEST 11TH STREET
NEW YORK, NY

UNIT 137
5 BEDROOMS
5 BATHS, 3 HALF BATHS
7051 SF
1187 SF OUTDOOR SPACE









3/32" = 1'-0"

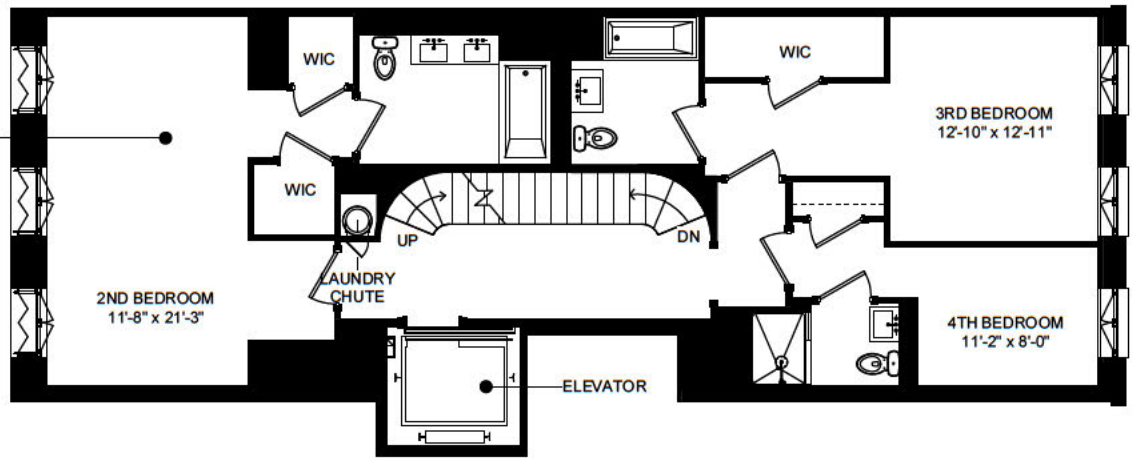
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FXFOWLE ARCHITECTS, LLP

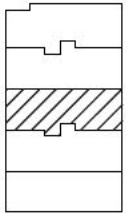
UNIT 137 FLOOR 4

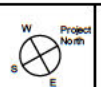
1390 SF




137 WEST 11TH STREET
NEW YORK, NY

UNIT 137
5 BEDROOMS
5 BATHS, 3 HALF BATHS
7051 SF
1187 SF OUTDOOR SPACE







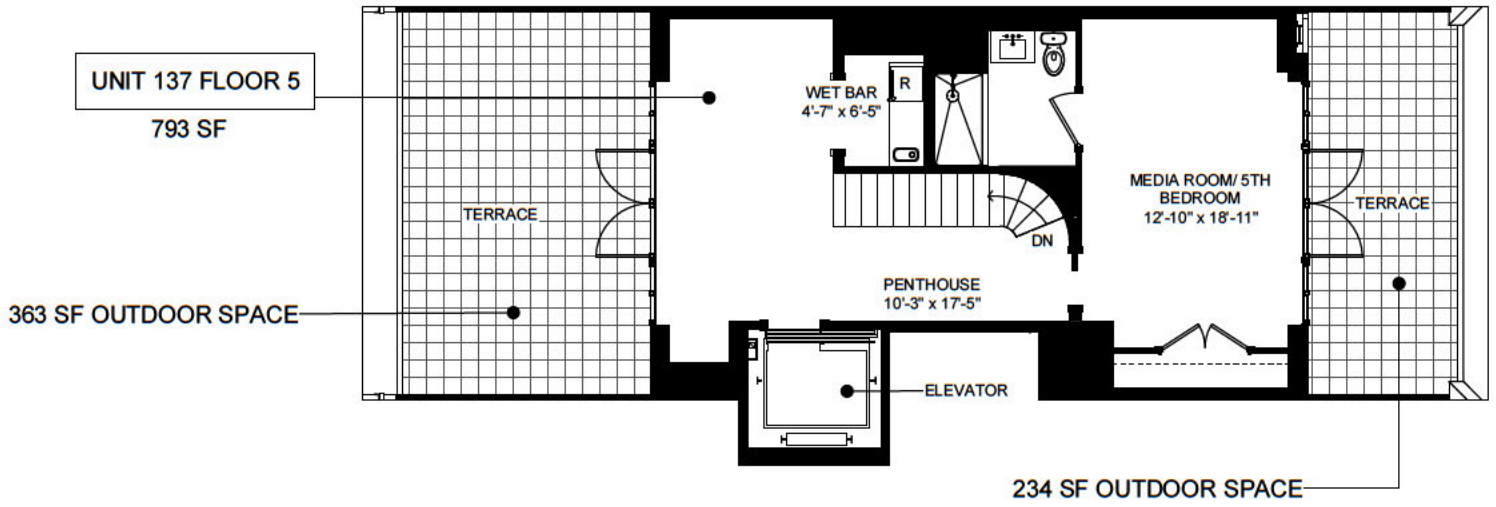


3/32" = 1'-0"

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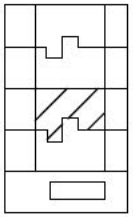
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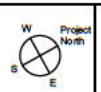
FXFOWLE ARCHITECTS, LLP




137 WEST 11TH STREET
NEW YORK, NY

UNIT 137
5 BEDROOMS
5 BATHS, 3 HALF BATHS
7051 SF
1187 SF OUTDOOR SPACE







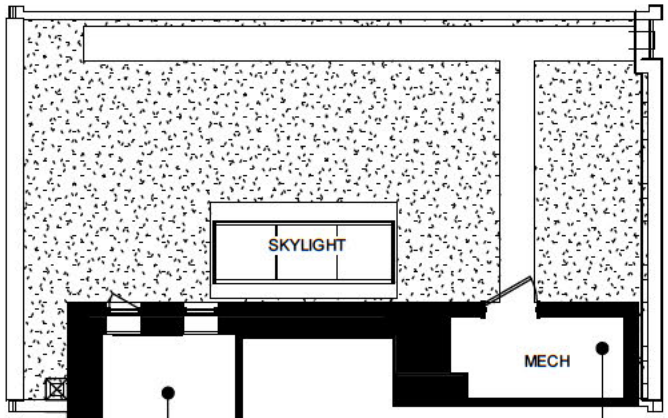


3/32" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTA N MINOR VARIATIONS BETWEEN FLOORS.

NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP

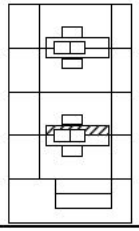



UNIT 137 FLOOR 6

124 SF

137 WEST 11TH STREET
NEW YORK, NY

UNIT 137
5 BEDROOMS
5 BATHS, 3 HALF BATHS
7051 SF
1187 SF OUTDOOR SPACE







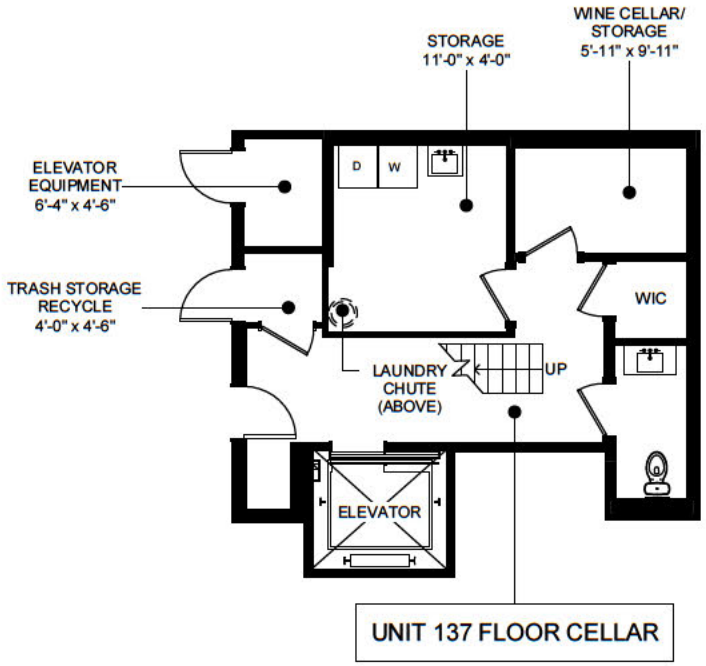


3/32" = 1'-0"

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NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP

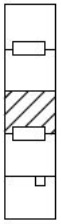



UNIT 137 FLOOR CELLAR

548 SF

137 WEST 11TH STREET
NEW YORK, NY

UNIT 137
5 BEDROOMS
5 BATHS, 3 HALF BATHS
7051 SF
1187 SF OUTDOOR SPACE







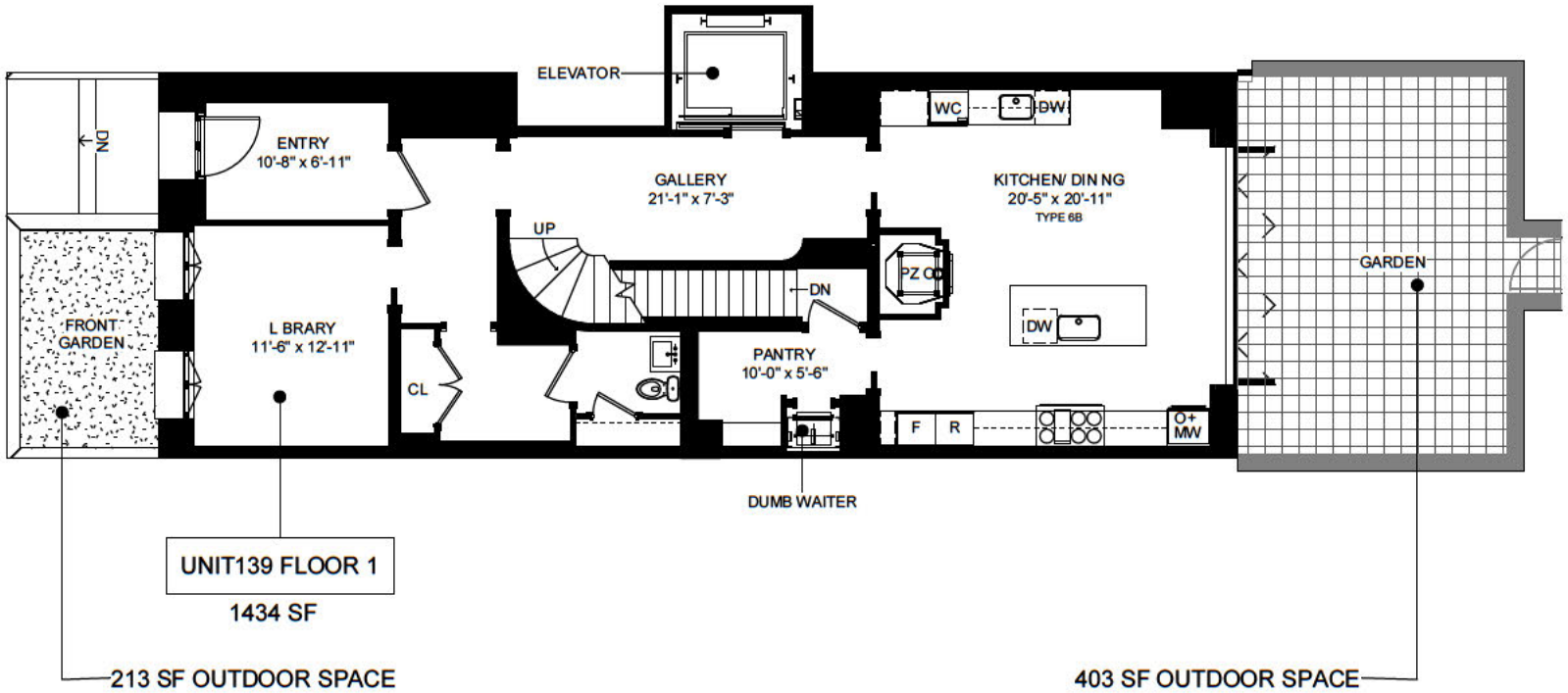


3/32" = 1'-0"

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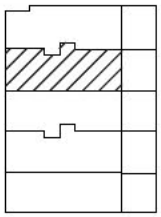
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

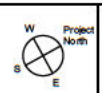
FXFOWLE ARCHITECTS, LLP




139 WEST 11TH STREET
NEW YORK, NY

UNIT 139
5 BEDROOMS
5 BATHS, 3 HALF BATHS
6979 SF
1194 SF OUTDOOR SPACE







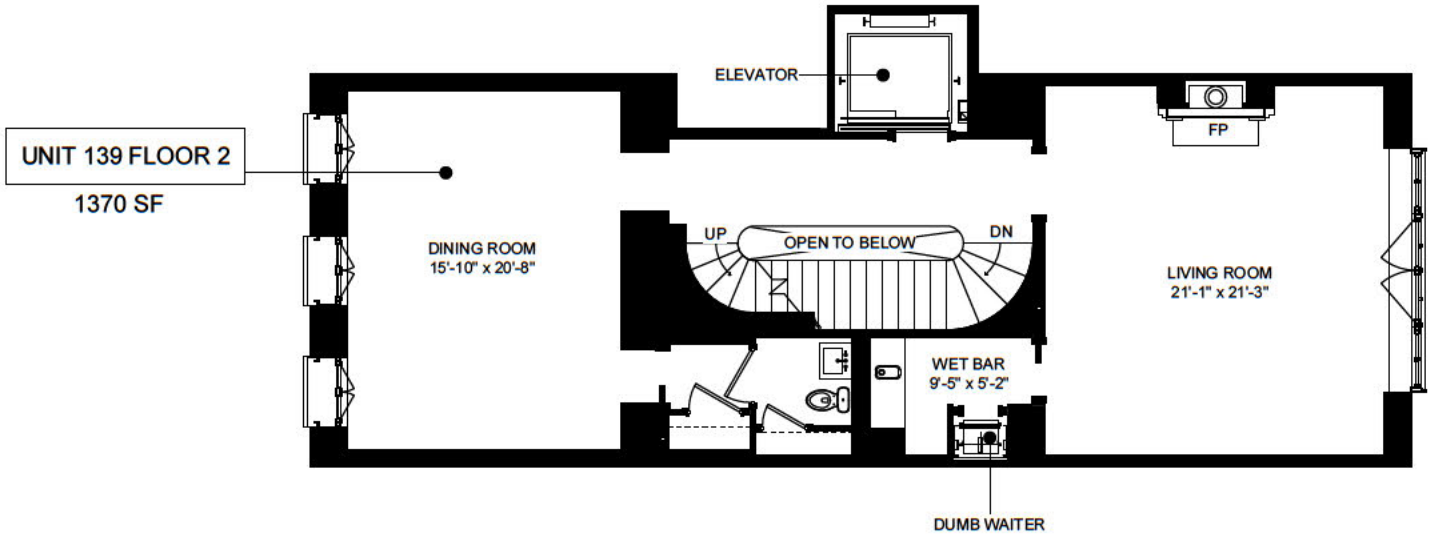


3/32" = 1'-0"

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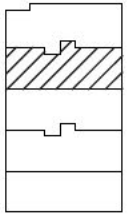
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

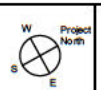
FXFOWLE ARCHITECTS, LLP




139 WEST 11TH STREET
NEW YORK, NY

UNIT 139
5 BEDROOMS
5 BATHS, 3 HALF BATHS
6979 SF
1194 SF OUTDOOR SPACE









3/32" = 1'-0"

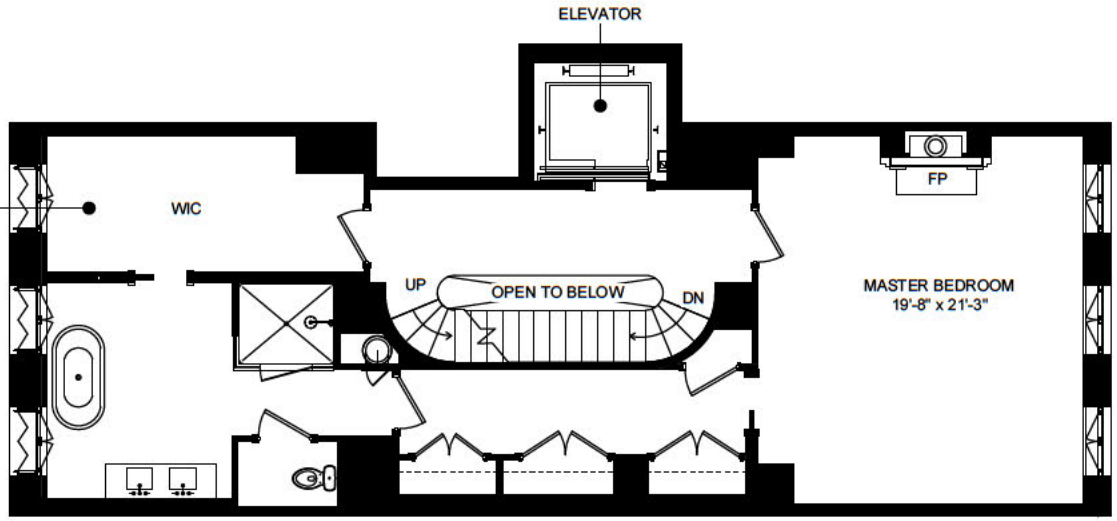
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FXFOWLE ARCHITECTS, LLP

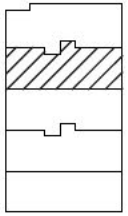
UNIT 139 FLOOR 3

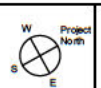
1359 SF




139 WEST 11TH STREET
NEW YORK, NY

UNIT 139
5 BEDROOMS
5 BATHS, 3 HALF BATHS
6979 SF
1194 SF OUTDOOR SPACE









3/32" = 1'-0"

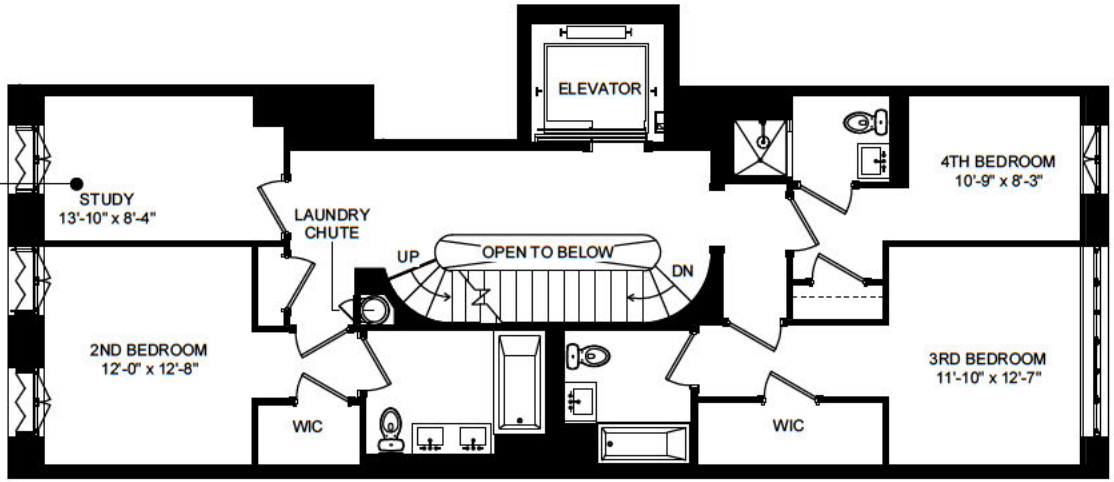
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FXFOWLE ARCHITECTS, LLP

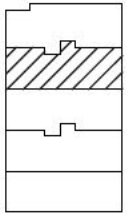
UNIT 139 FLOOR 4

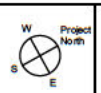
1359 SF




139 WEST 11TH STREET
NEW YORK, NY

UNIT 139
5 BEDROOMS
5 BATHS, 3 HALF BATHS
6979 SF
1194 SF OUTDOOR SPACE







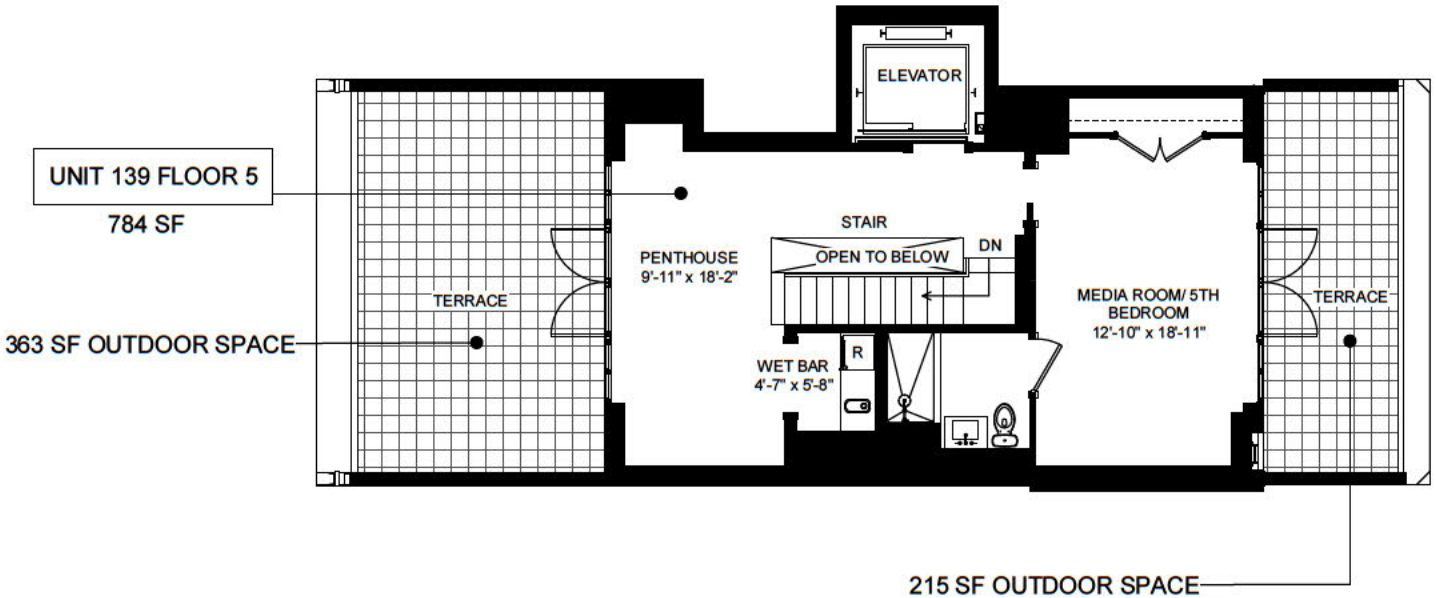


3/32" = 1'-0"

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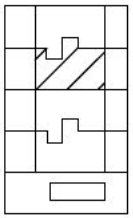
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

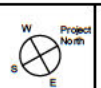
FXFOWLE ARCHITECTS, LLP




139 WEST 11TH STREET
NEW YORK, NY

UNIT 139
5 BEDROOMS
5 BATHS, 3 HALF BATHS
6979 SF
1194 SF OUTDOOR SPACE







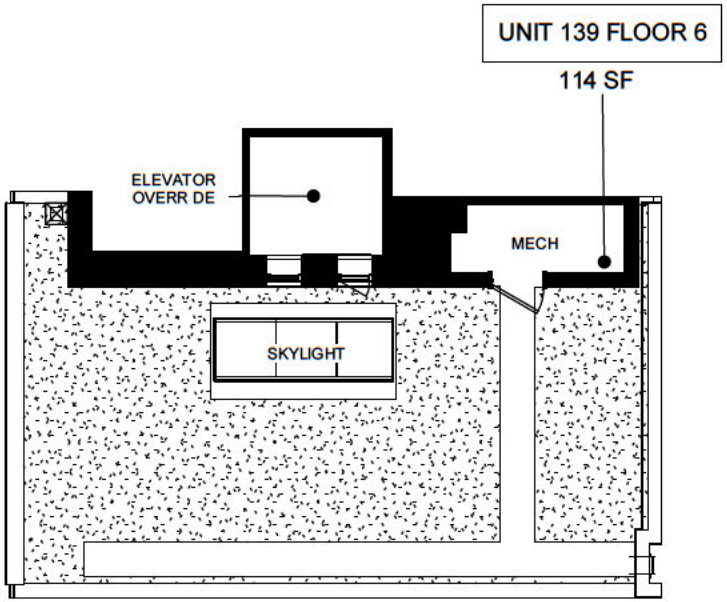


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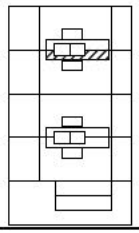
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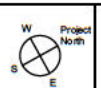
FXFOWLE ARCHITECTS, LLP




139 WEST 11TH STREET
NEW YORK, NY

UNIT 139
5 BEDROOMS
5 BATHS, 3 HALF BATHS
6979 SF
1194 SF OUTDOOR SPACE







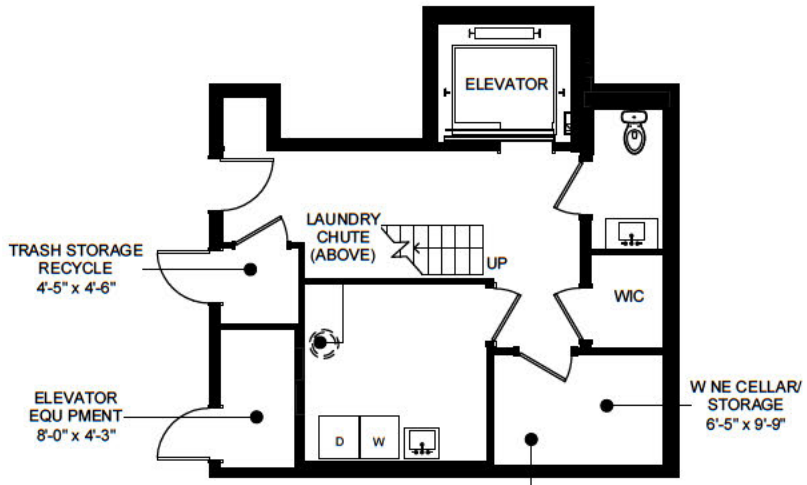


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FXFOWLE ARCHITECTS, LLP

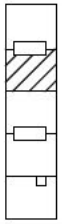


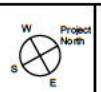

UNIT 139 FLOOR CELLAR

559 SF

139 WEST 11TH STREET
NEW YORK, NY

UNIT 139
5 BEDROOMS
5 BATHS, 3 HALF BATHS
6979 SF
1194 SF OUTDOOR SPACE







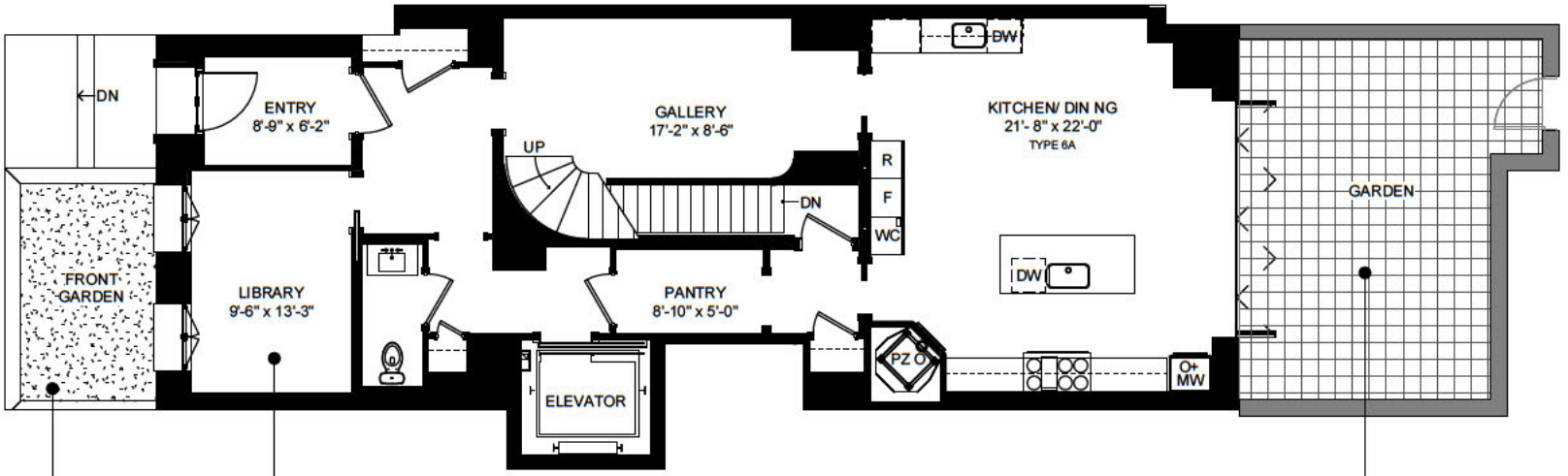


3/32" = 1'-0"

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FXFOWLE ARCHITECTS, LLP




UNIT 141 FLOOR 1

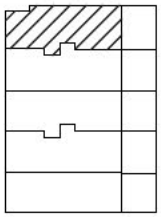
1495 SF

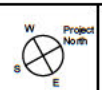
219 SF OUTDOOR SPACE

389 SF OUTDOOR SPACE

141 WEST 11TH STREET
NEW YORK, NY

UNIT 141
5 BEDROOMS
5 BATHS, 3 HALF BATHS
7357 SF
1214 SF OUTDOOR SPACE







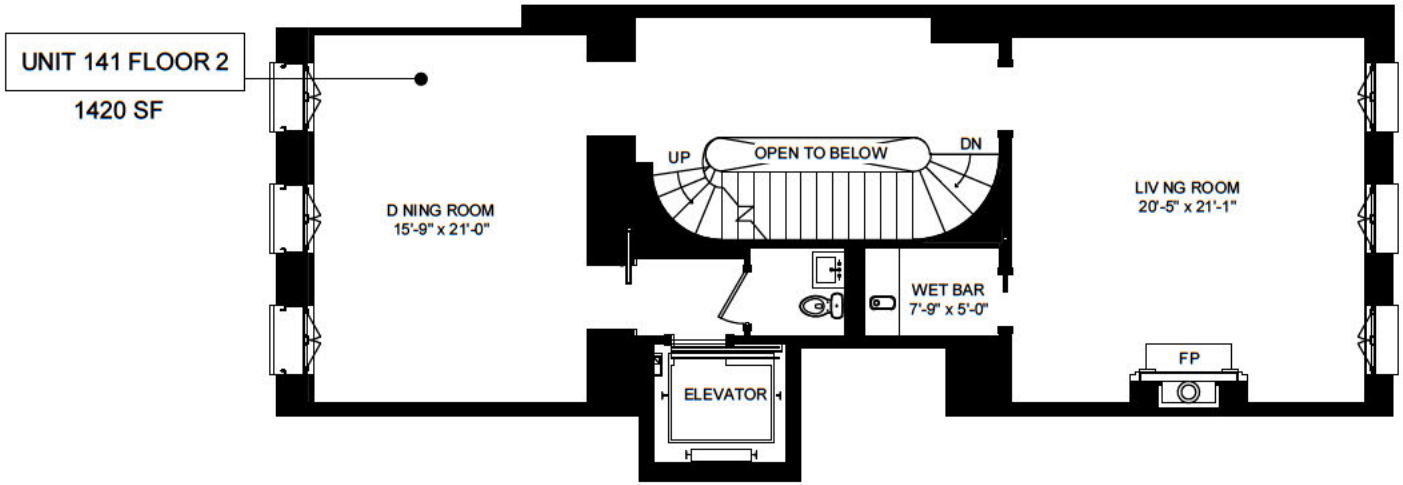


3/32" = 1'-0"

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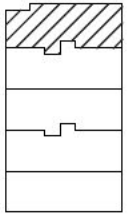
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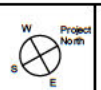
FXFOWLE ARCHITECTS, LLP




141 WEST 11TH STREET
NEW YORK, NY

UNIT 141
5 BEDROOMS
5 BATHS, 3 HALF BATHS
7357 SF
1214 SF OUTDOOR SPACE







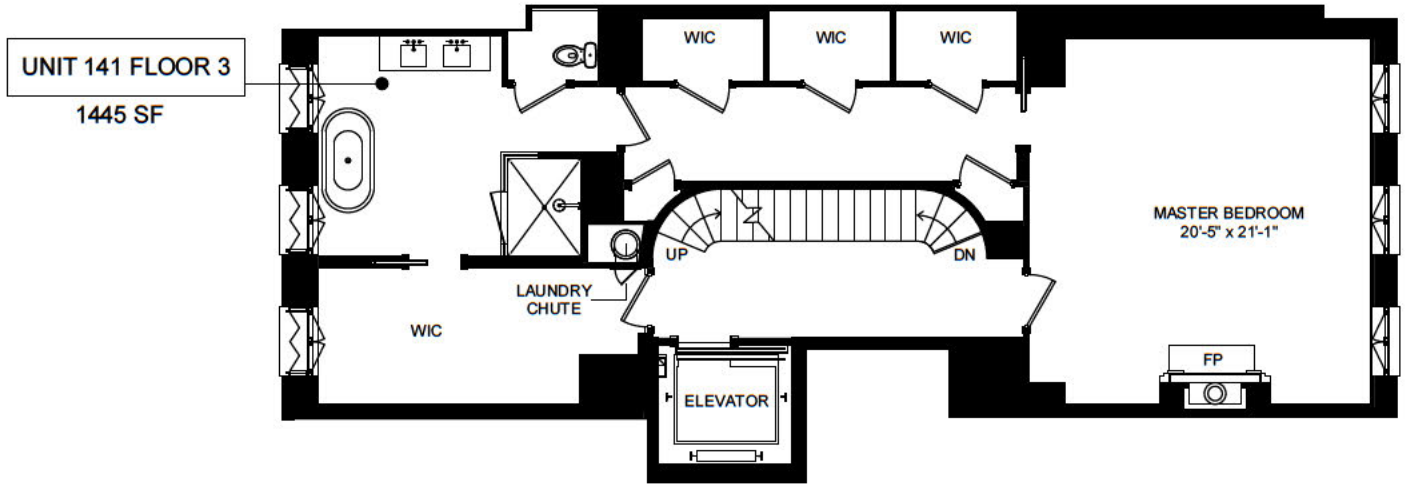


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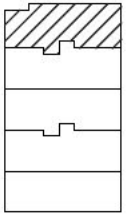
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

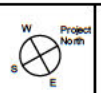
FXFOWLE ARCHITECTS, LLP




141 WEST 11TH STREET
NEW YORK, NY

UNIT 141
5 BEDROOMS
5 BATHS, 3 HALF BATHS
7357 SF
1214 SF OUTDOOR SPACE







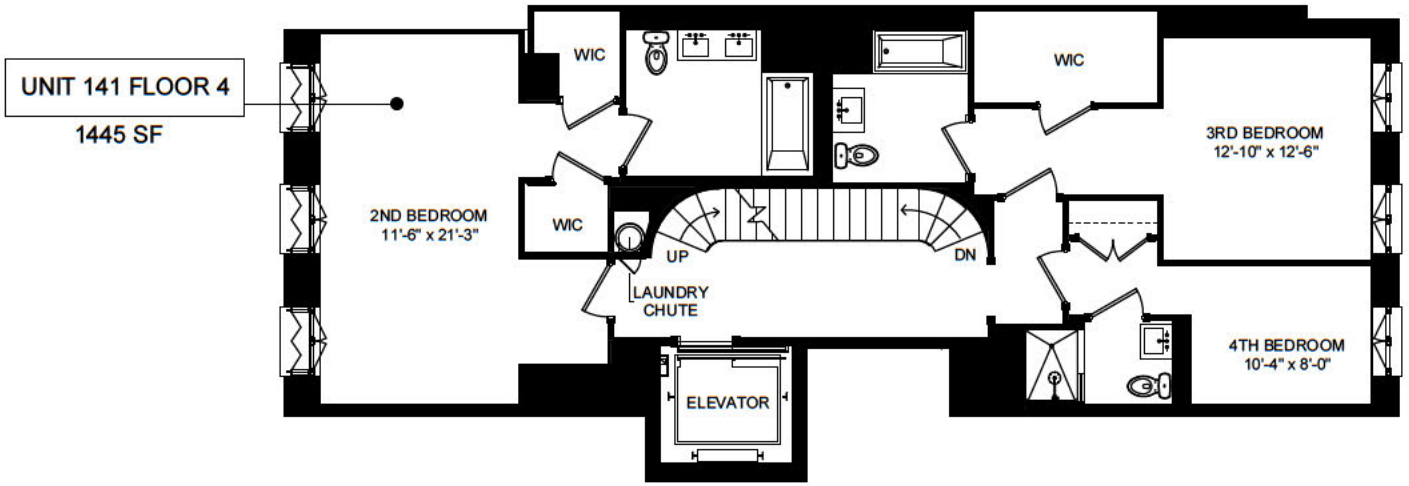


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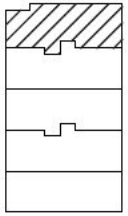
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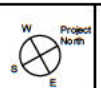
FXFOWLE ARCHITECTS, LLP




141 WEST 11TH STREET
NEW YORK, NY

UNIT 141
5 BEDROOMS
5 BATHS, 3 HALF BATHS
7357 SF
1214 SF OUTDOOR SPACE









3/32" = 1'-0"

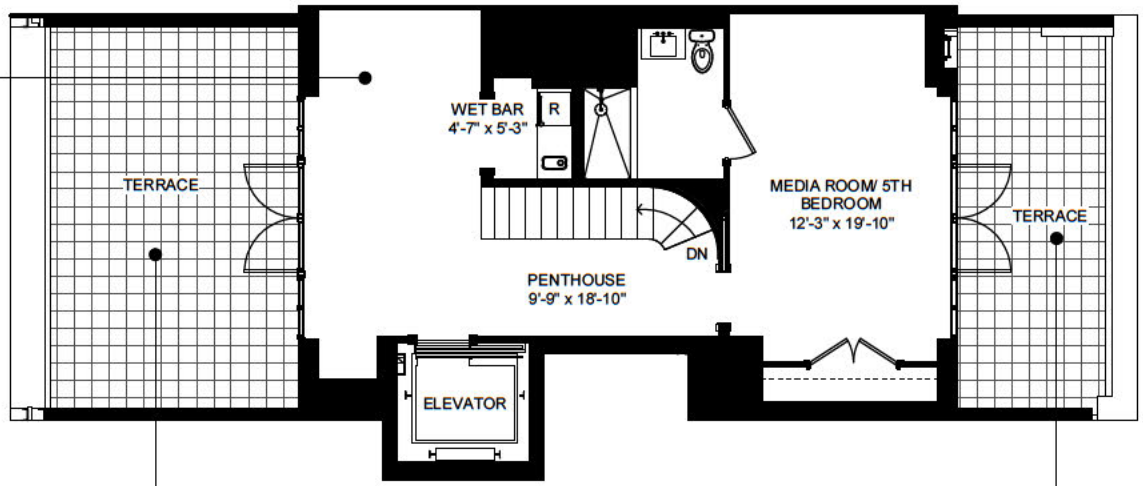
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UNIT 141 FLOOR 5

846 SF

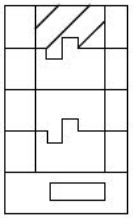


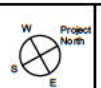

368 SF OUTDOOR SPACE

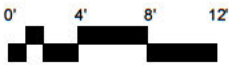
238 SF OUTDOOR SPACE

141 WEST 11TH STREET
NEW YORK, NY

UNIT 141
5 BEDROOMS
5 BATHS, 3 HALF BATHS
7357 SF
1214 SF OUTDOOR SPACE





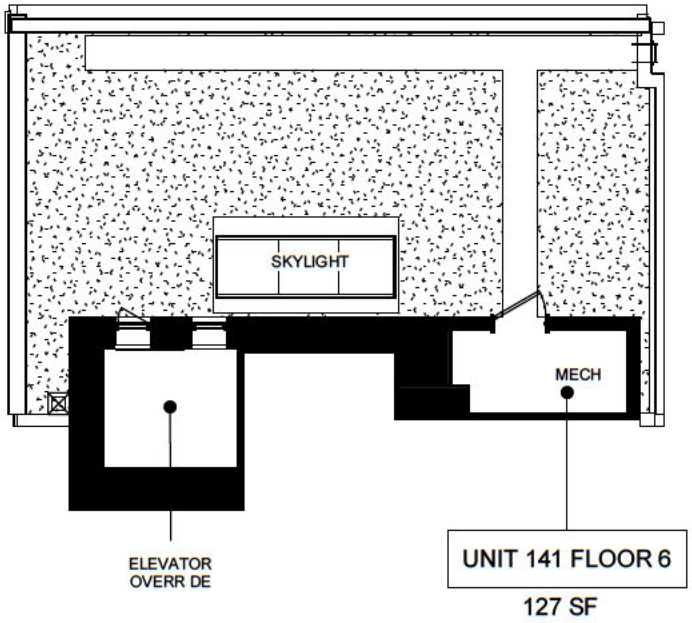




3/32" = 1'-0"

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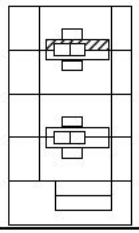
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

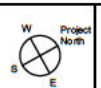
FXFOWLE ARCHITECTS, LLP

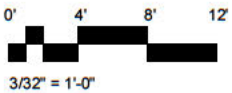



141 WEST 11TH STREET
NEW YORK, NY

UNIT 141
5 BEDROOMS
5 BATHS, 3 HALF BATHS
7357 SF
1214 SF OUTDOOR SPACE





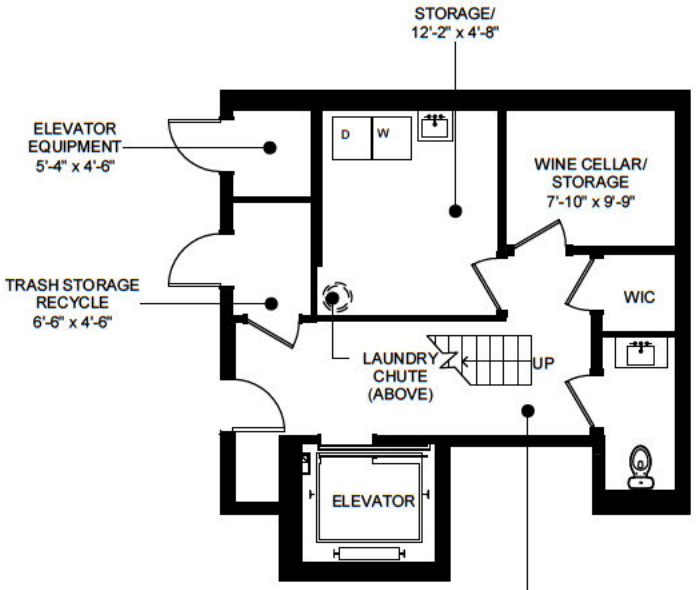




3/32" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTA N MINOR VARIATIONS BETWEEN FLOORS.

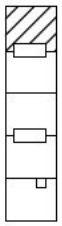
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

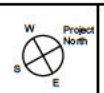
FXFOWLE ARCHITECTS, LLP




141 WEST 11TH STREET
NEW YORK, NY

UNIT 141
5 BEDROOMS
5 BATHS, 3 HALF BATHS
7357 SF
1214 SF OUTDOOR SPACE







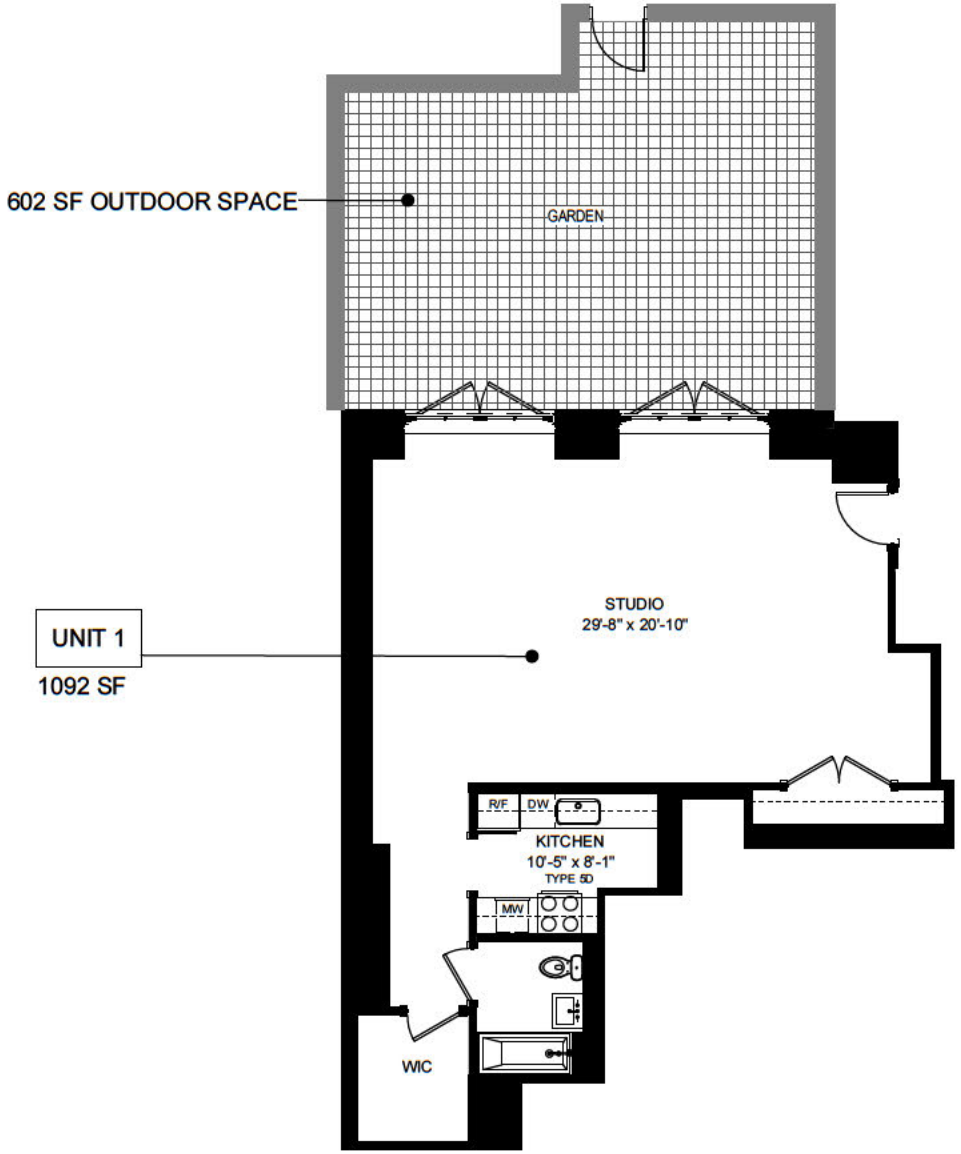


3/32" = 1'-0"

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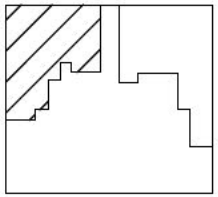
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

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145 WEST 11TH STREET
NEW YORK, NY

UNIT 1
STUDIO
1 BATH
1092 SF
602 SF OUTDOOR SPACE







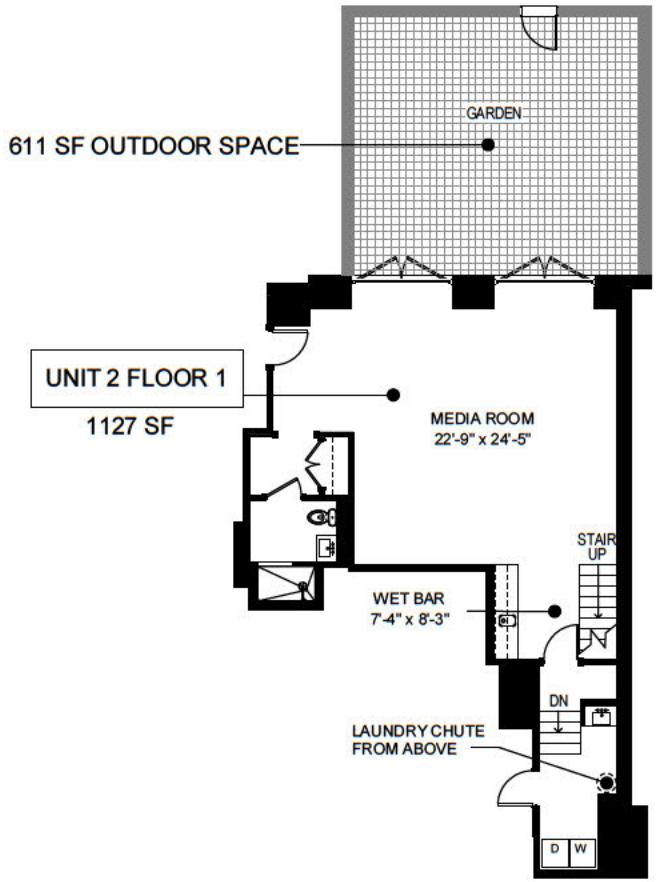


3/32" = 1'-0"

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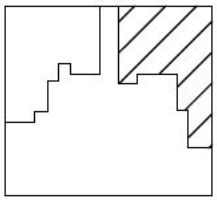
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




145 WEST 11TH STREET
NEW YORK, NY

UNIT 2
5 BEDROOMS
5.5 BATHS
5715 SF
611 SF OUTDOOR SPACE







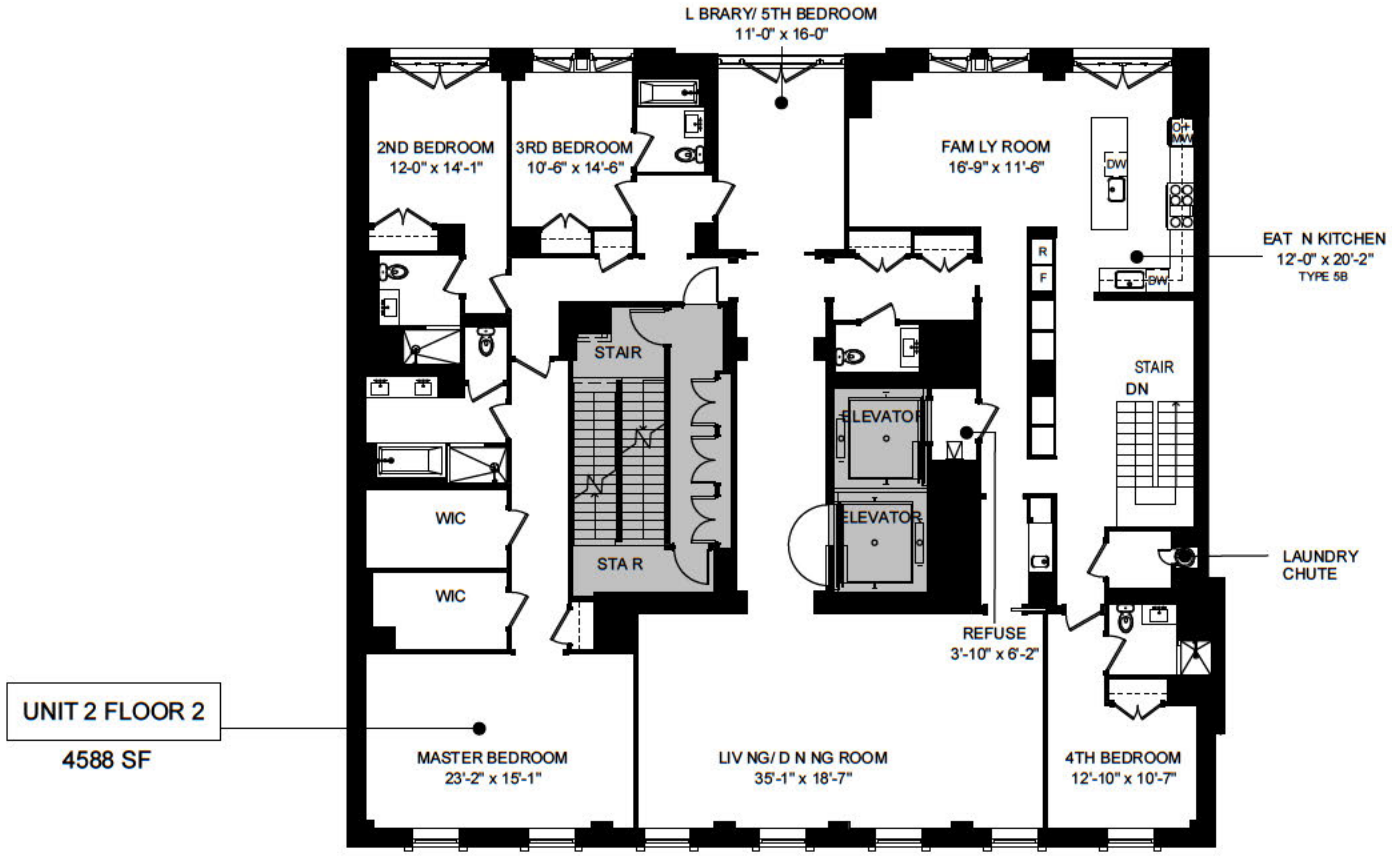


1/16" = 1'-0"

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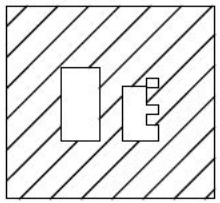
FXFOWLE ARCHITECTS, LLP




RESIDENTIAL COMMON AREA

145 WEST 11TH STREET
NEW YORK, NY

UNIT 2
5 BEDROOMS
5.5 BATHS
5715 SF
611 SF OUTDOOR SPACE







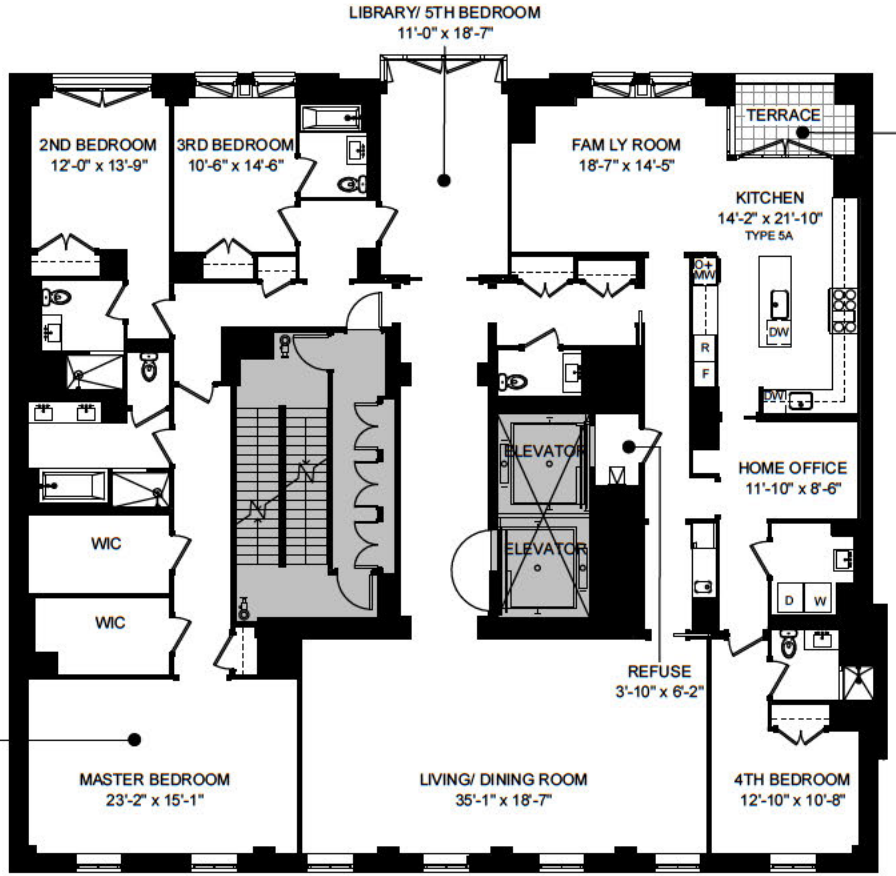


1/16" = 1'-0"

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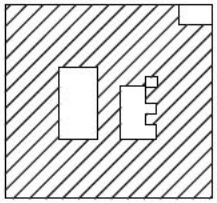
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RESIDENTIAL COMMON AREA

145 WEST 11TH STREET
NEW YORK, NY

UNITS 3, 4
5 BEDROOMS
4.5 BATHS
4529 SF
83 SF OUTDOOR SPACE



Project North

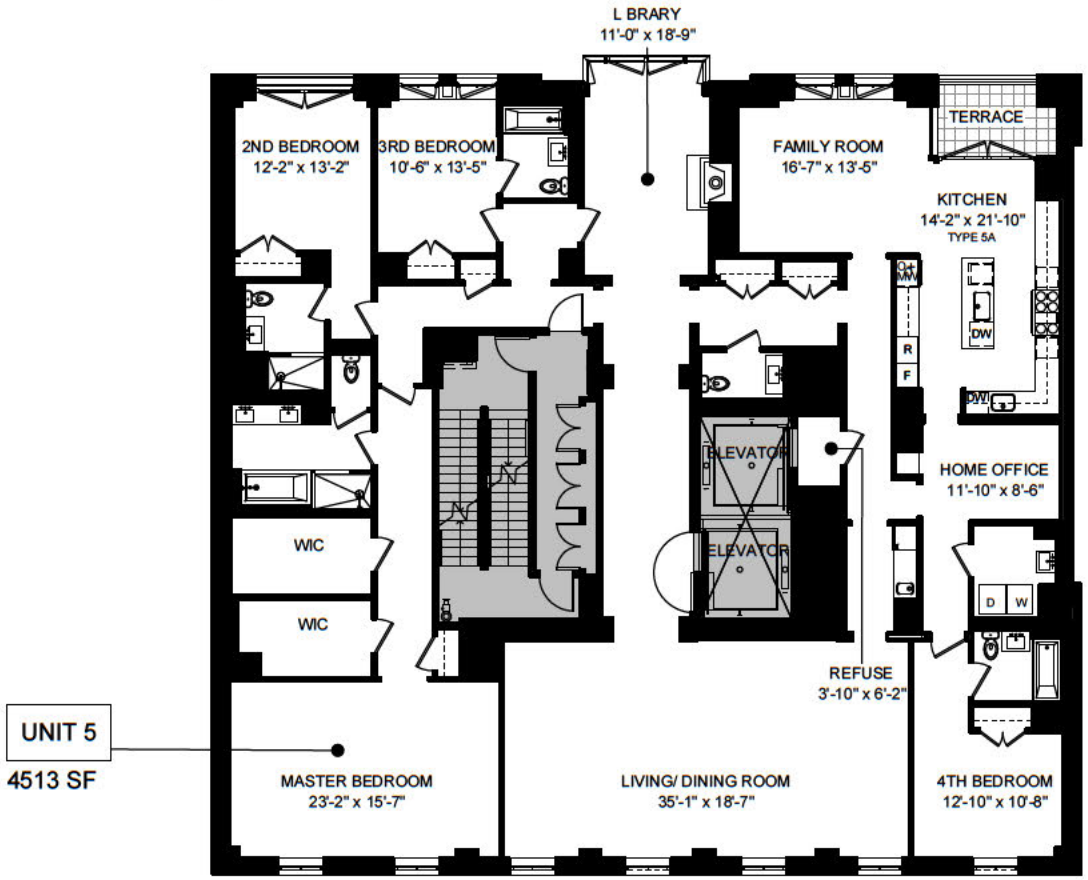
0' 6' 12' 18'

1/16" = 1'-0"

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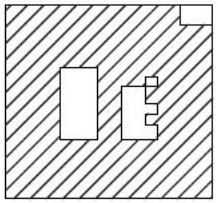
FXFOWLE ARCHITECTS, LLP




RESIDENTIAL COMMON AREA

145 WEST 11TH STREET
NEW YORK, NY

UNIT 5
5 BEDROOMS
4.5 BATHS
4513 SF
83 SF OUTDOOR SPACE



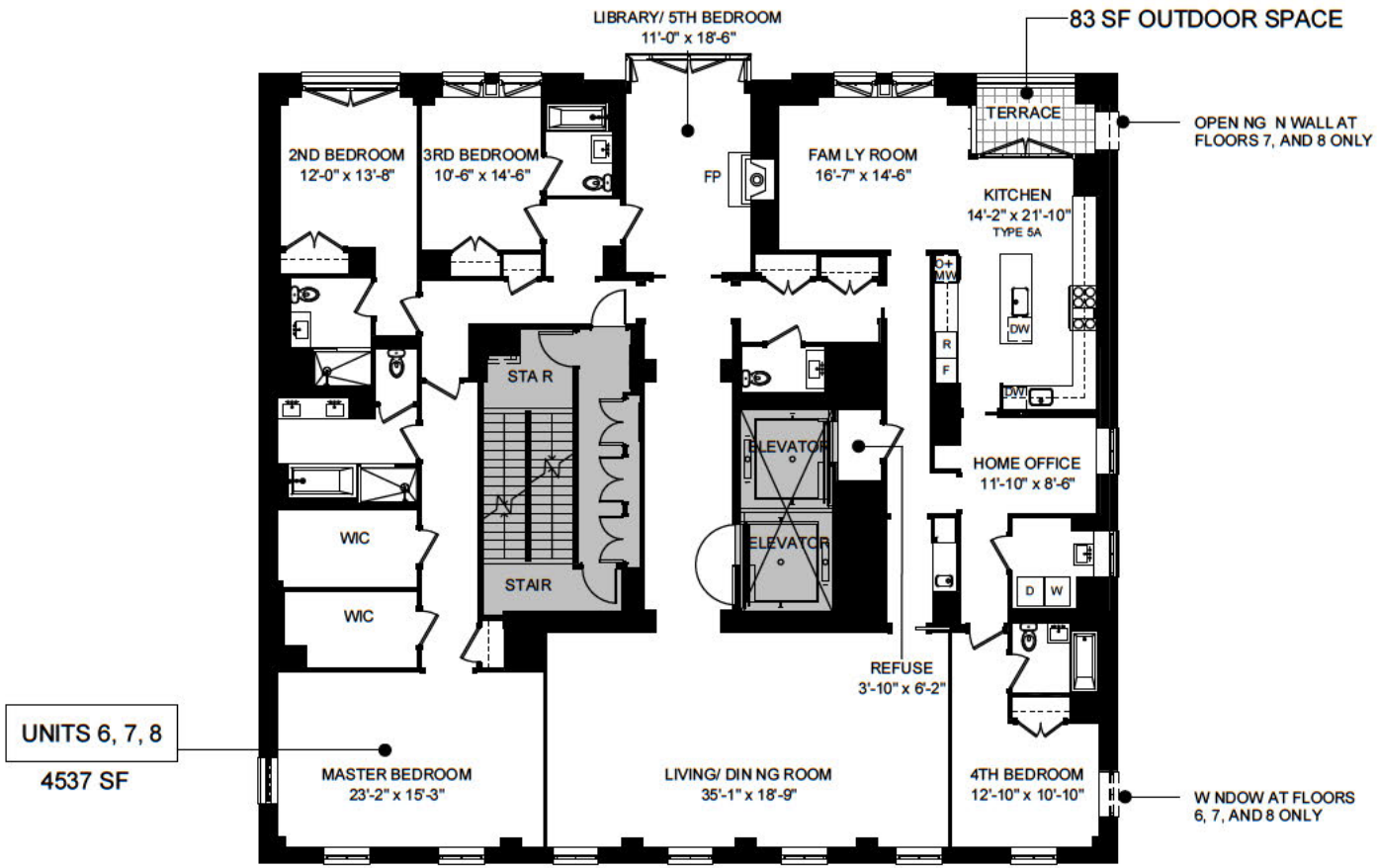

0' 6' 12' 18'

1/16" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTA N MINOR VARIATIONS BETWEEN FLOORS.

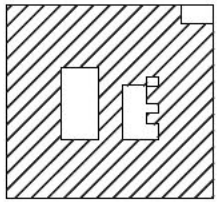
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




145 WEST 11TH STREET
NEW YORK, NY

UNITS 6, 7, 8
5 BEDROOMS
4.5 BATHS
4537 SF
83 SF OUTDOOR SPACE







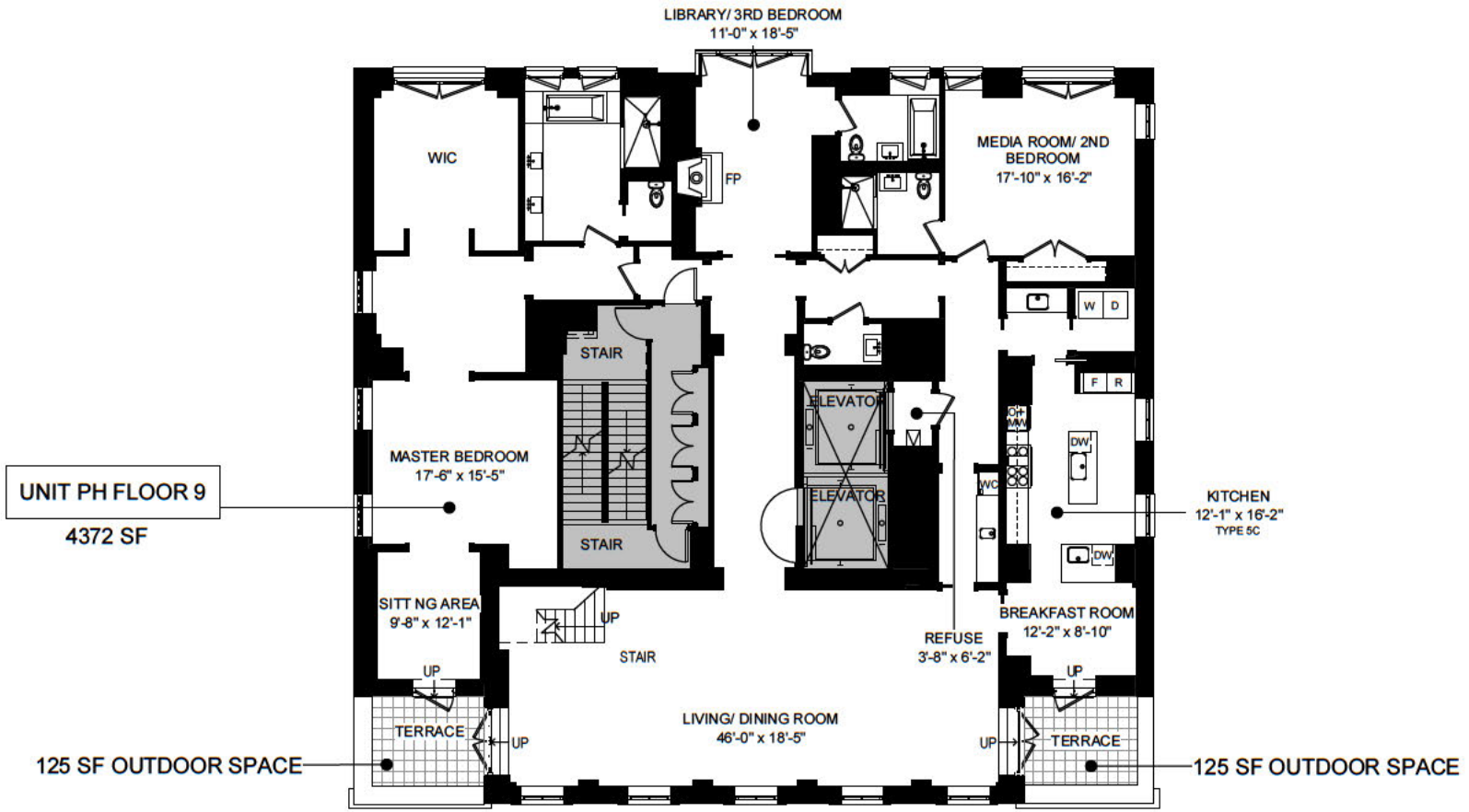


1/16" = 1'-0"

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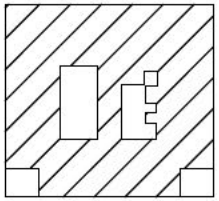
FXFOWLE ARCHITECTS, LLP




RESIDENTIAL COMMON AREA

145 WEST 11TH STREET
NEW YORK, NY

UNIT PH
3 BEDROOMS
3 BATHS, 2 HALF BATHS
4927 SF
1522 SF OUTDOOR SPACE



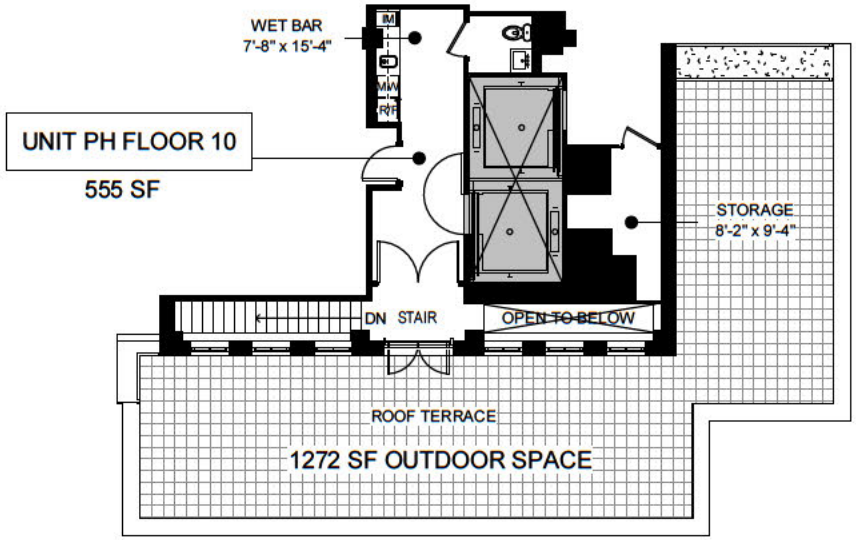

0' 6' 12' 18'

1/16" = 1'-0"

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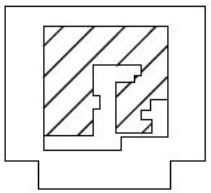
FXFOWLE ARCHITECTS, LLP




RESIDENTIAL COMMON AREA

145 WEST 11TH STREET
NEW YORK, NY

UNIT PH
3 BEDROOMS
3 BATHS, 2 HALF BATHS
4927 SF
1522 SF OUTDOOR SPACE



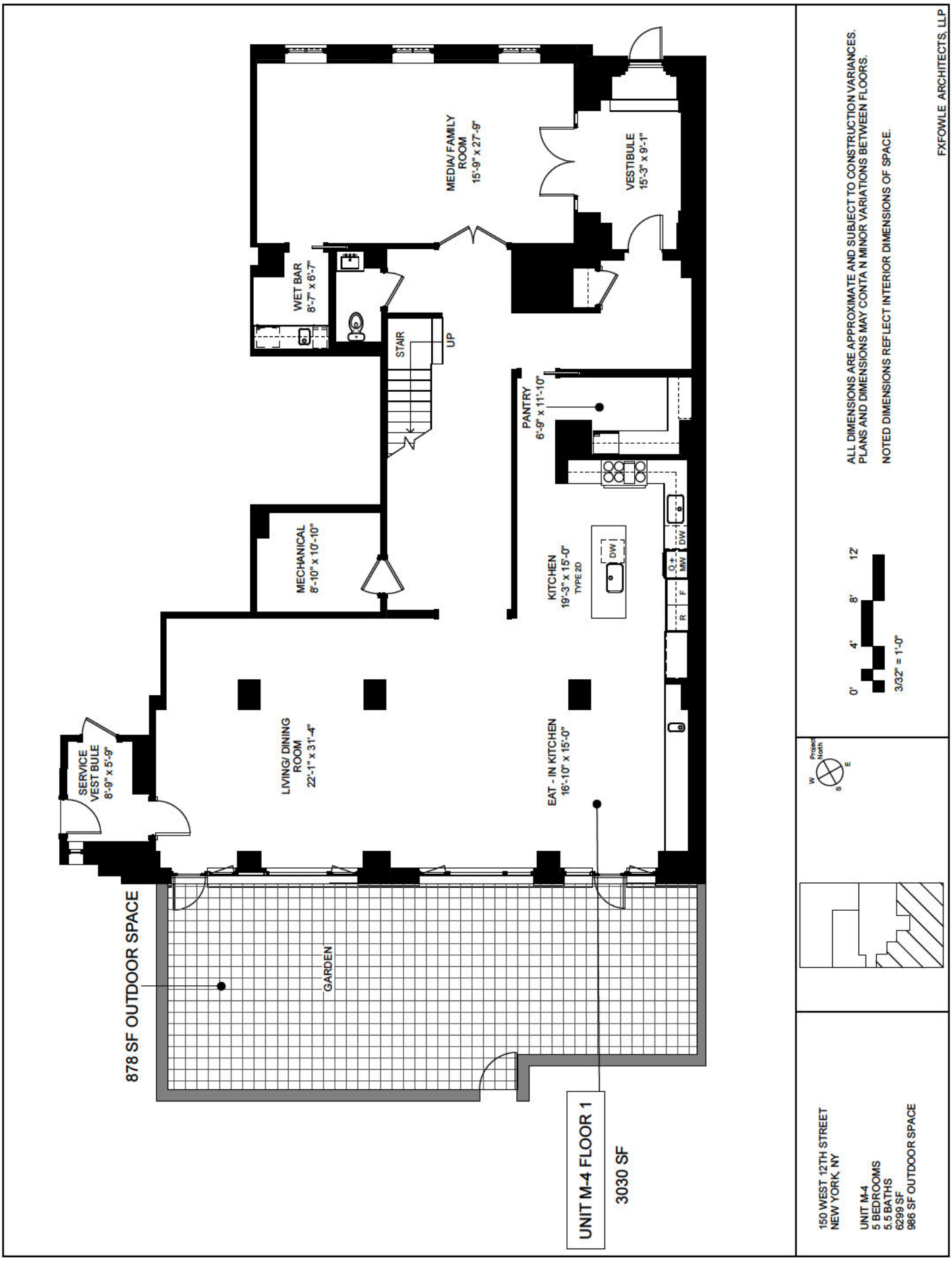

0' 6' 12' 18'

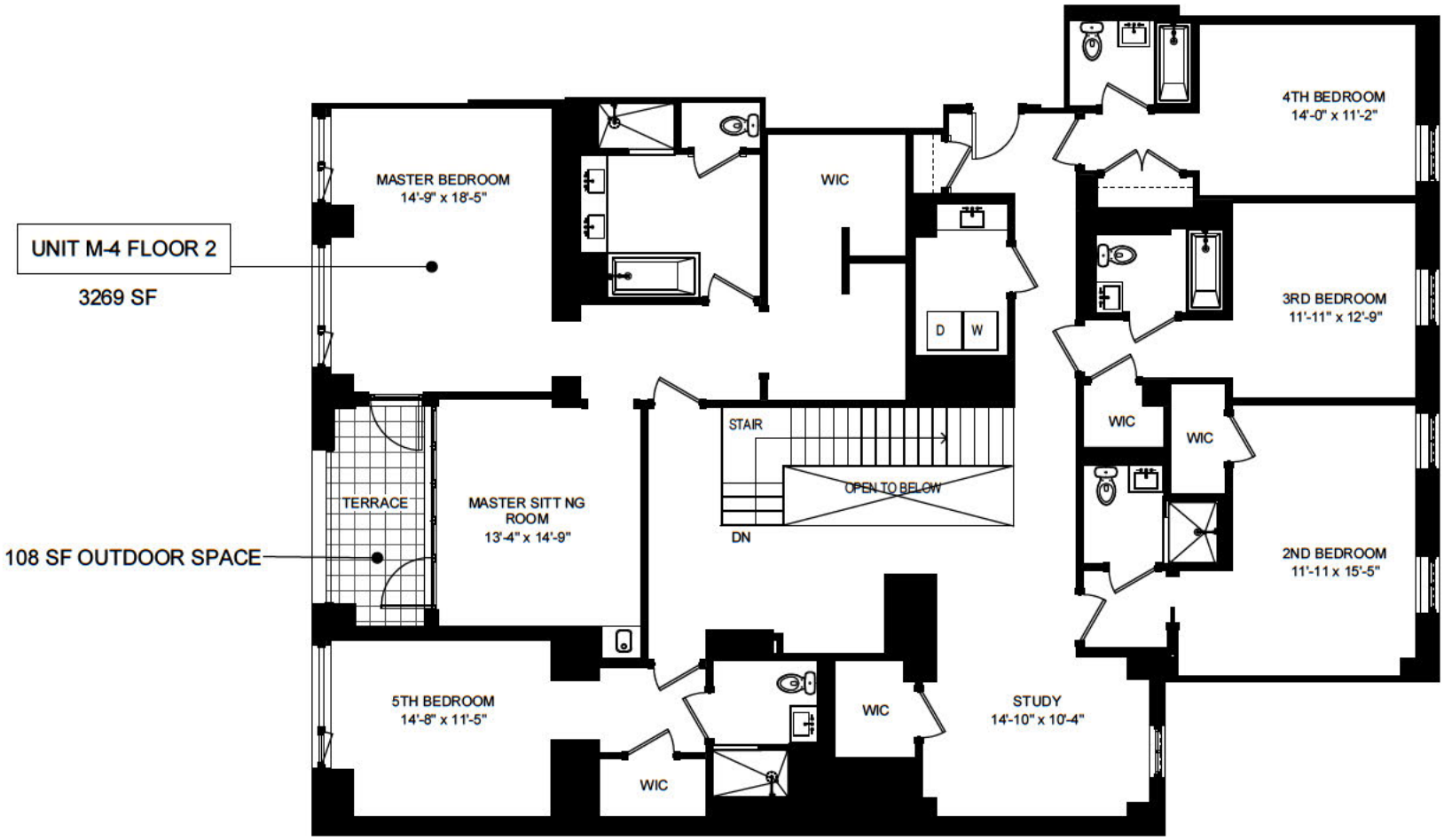
1/16" = 1'-0"

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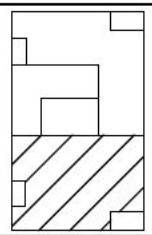
FXFOWLE ARCHITECTS, LLP


MEDIA/ FAMILY ROOM
15'-9" x 27'-9"
VESTIBULE
15'-3" x 9'-1"
WET BAR
8'-7" x 6'-7"
STAIR
UP
PANTRY
6'-9" x 11'-10"
MECHANICAL
8'-10" x 10'-10"
KITCHEN
19'-3" x 15'-0"
TYPE 2D
DW
R
F
Q.t.
MW
DW
SERVICE VEST BULE
8'-9" x 5'-9"
LIVING/ DINING ROOM
22'-1" x 31'-4"
EAT - IN KITCHEN
16'-10" x 15'-0"
878 SF OUTDOOR SPACE
GARDEN
UNIT M-4 FLOOR 1
3030 SF
Project North
W
E
S
0'
4'
8'
12'
3/32" = 1'-0"
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.
PLANS AND DIMENSIONS MAY CONTA N MINOR VARIATIONS BETWEEN FLOORS.
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.
FXFOWLE ARCHITECTS, LLP
150 WEST 12TH STREET
NEW YORK, NY
UNIT M-4
5 BEDROOMS
5.5 BATHS
6299 SF
986 SF OUTDOOR SPACE




150 WEST 12TH STREET
NEW YORK, NY

UNIT M-4
5 BEDROOMS
5.5 BATHS
6299 SF
986 SF OUTDOOR SPACE







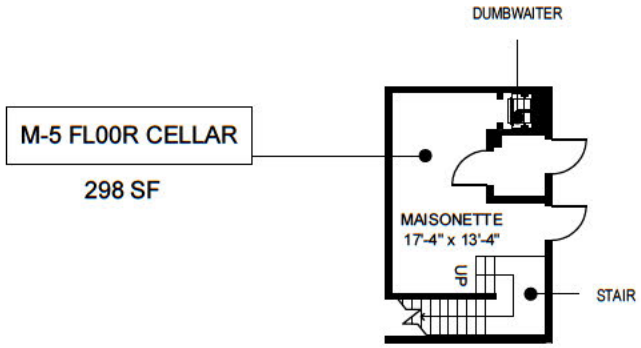


3/32" = 1'-0"

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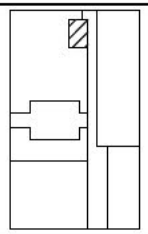
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FXFOWLE ARCHITECTS, LLP

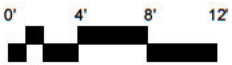



150 WEST 12TH STREET
NEW YORK, NY

UNIT M-5
5 BEDROOMS
5.5 BATHS
5714 SF
592 SF OUTDOOR SPACE





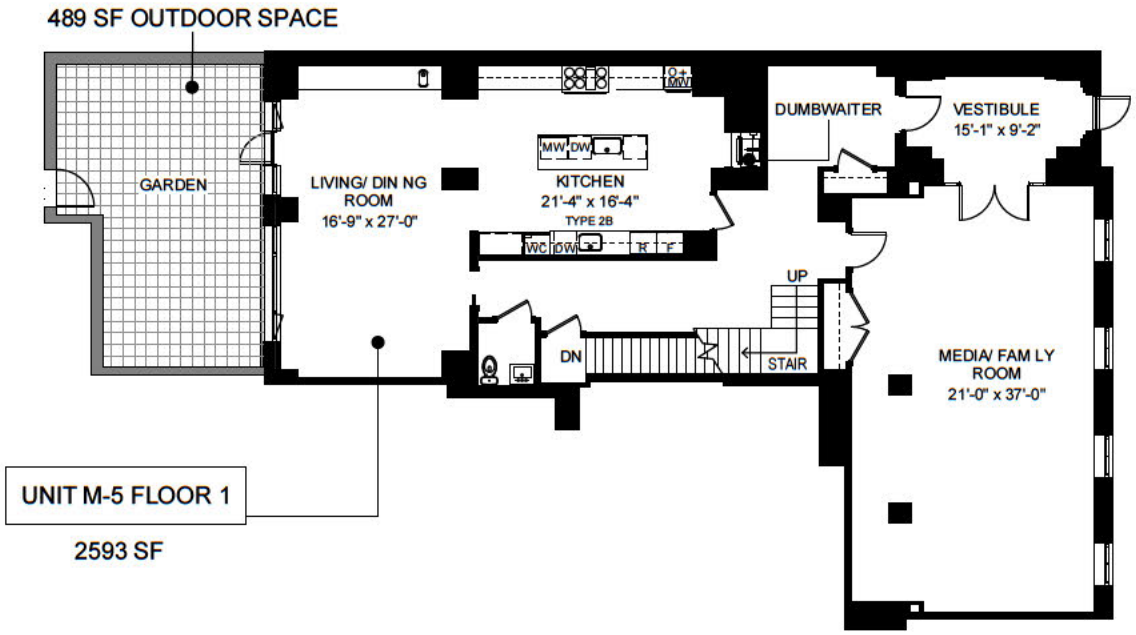




1/16" = 1'-0"

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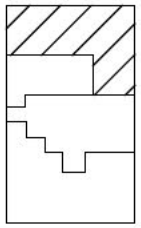
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




150 WEST 12TH STREET
NEW YORK, NY

UNIT M-5
5 BEDROOMS
5.5 BATHS
5714 SF
592 SF OUTDOOR SPACE







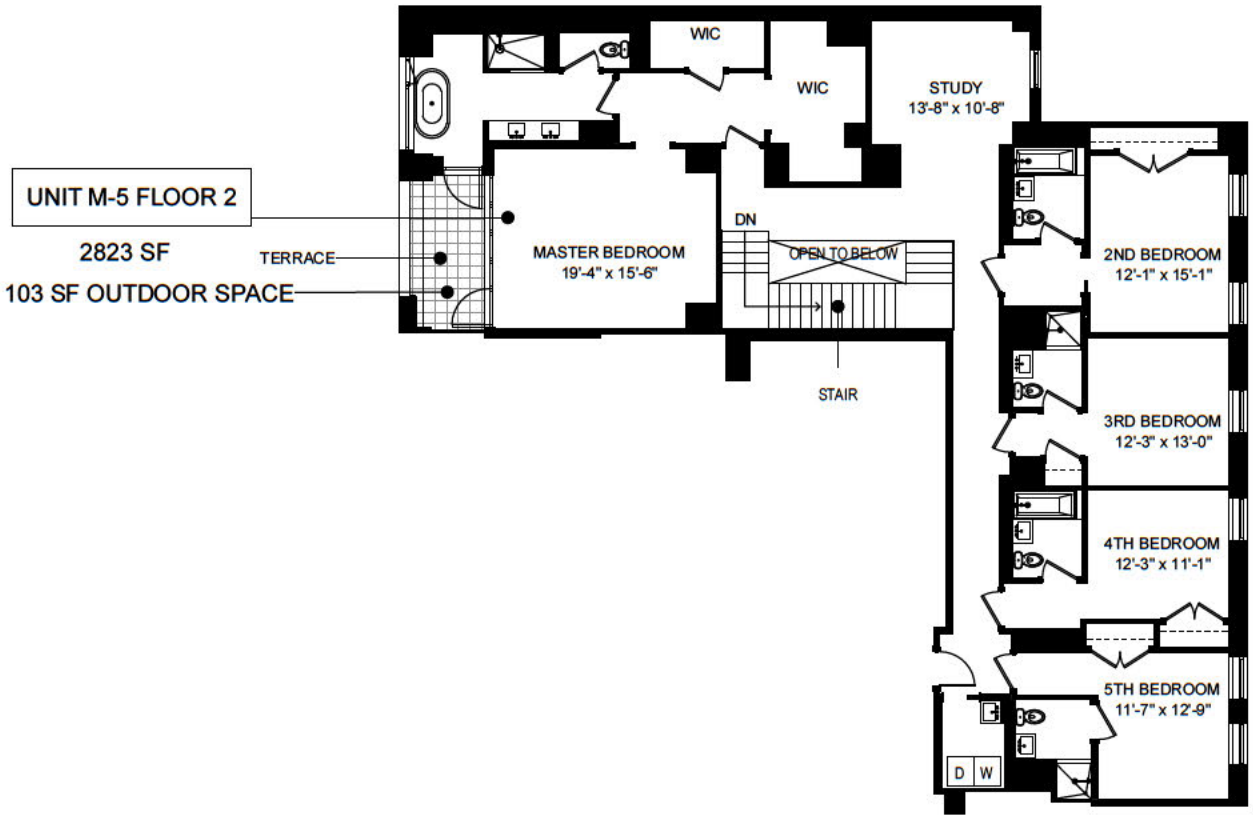


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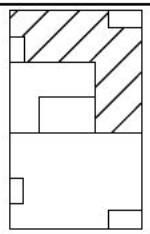
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FXFOWLE ARCHITECTS, LLP




150 WEST 12TH STREET
NEW YORK, NY

UNIT M-5
5 BEDROOMS
5.5 BATHS
5714 SF
592 SF OUTDOOR SPACE









1/16" = 1'-0"

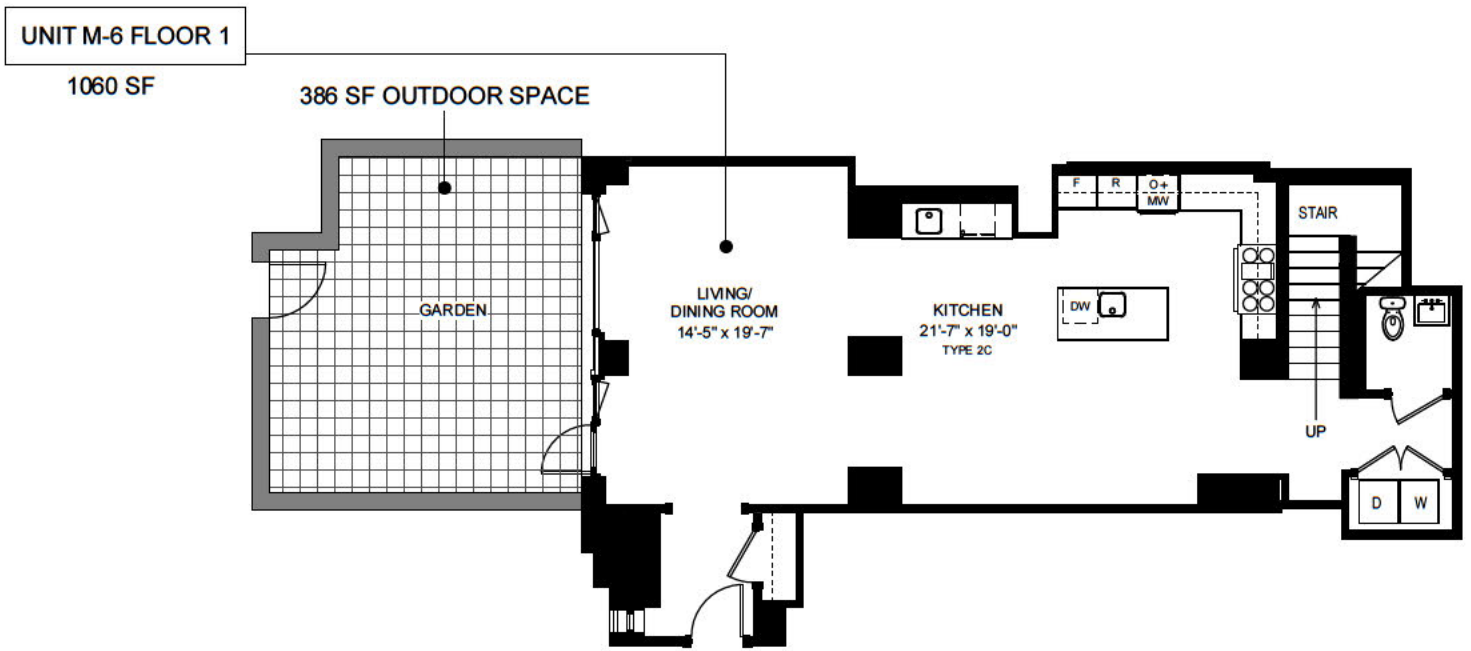
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FXFOWLE ARCHITECTS, LLP

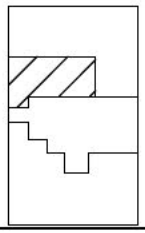
UNIT M-6 FLOOR 1

1060 SF




150 WEST 12TH STREET
NEW YORK, NY

UNIT M-6
2 BEDROOMS
2.5 BATHS
2425 SF
386 SF OUTDOOR SPACE







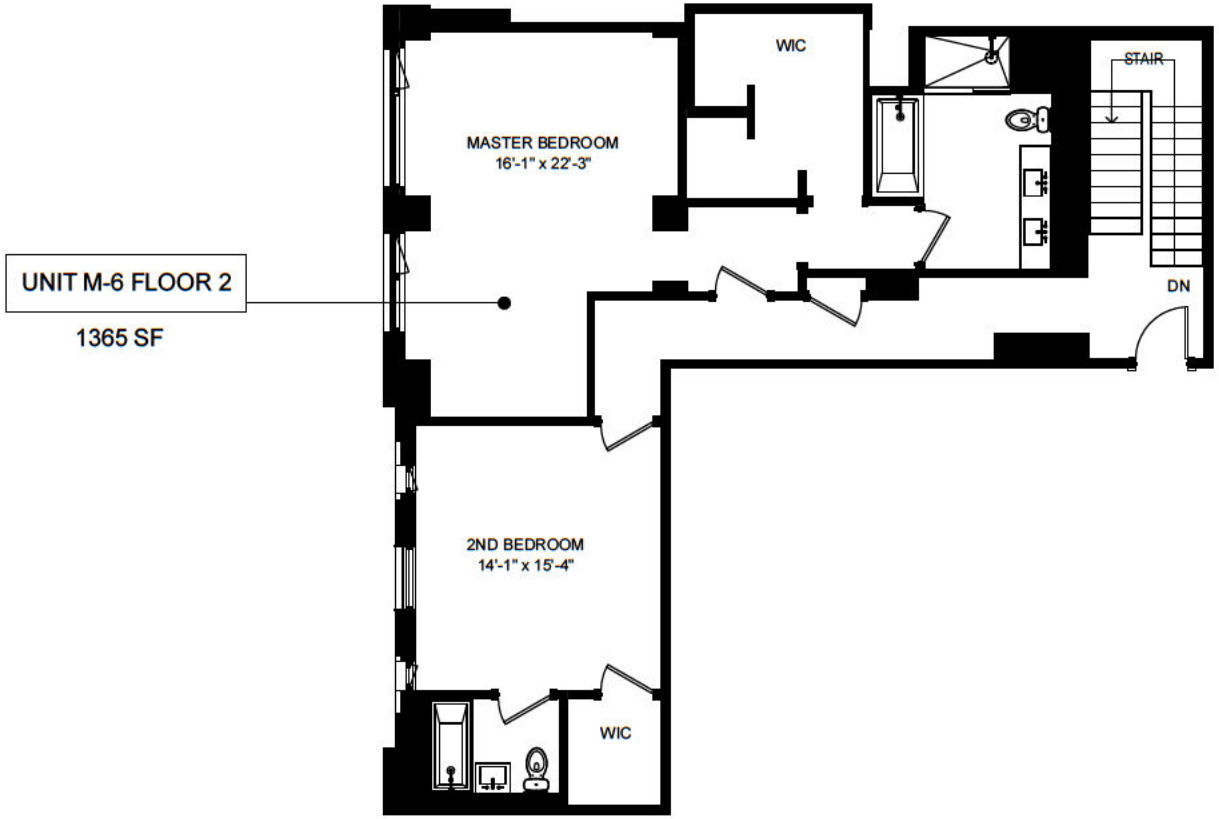


3/32" = 1'-0"

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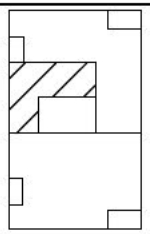
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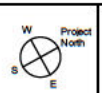
FXFOWLE ARCHITECTS, LLP




150 WEST 12TH STREET
NEW YORK, NY

UNIT M-6
2 BEDROOMS
2.5 BATHS
2425 SF
386 SF OUTDOOR SPACE







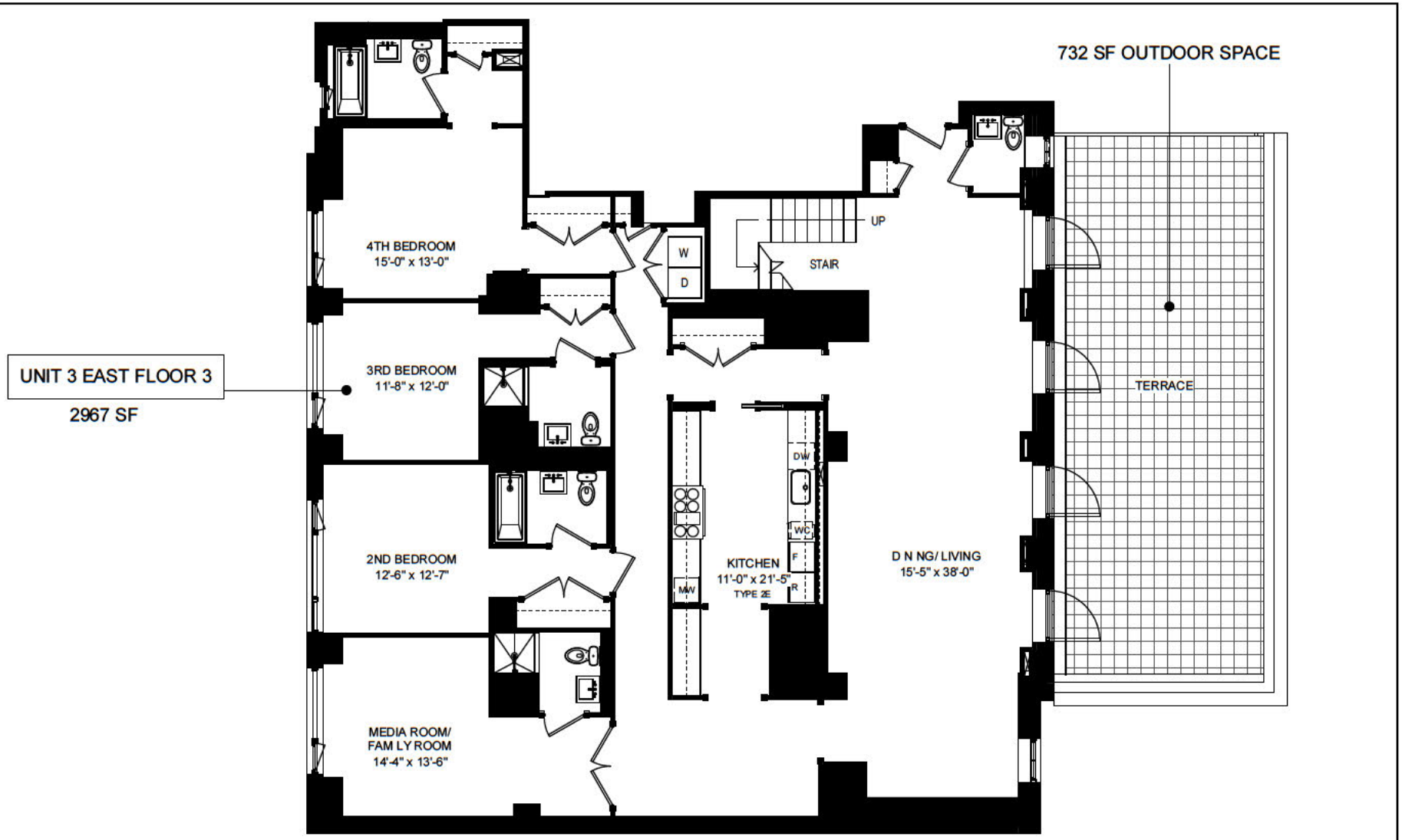


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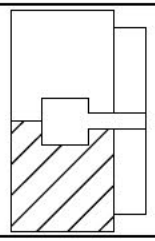
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FXFOWLE ARCHITECTS, LLP




150 WEST 12TH STREET
NEW YORK, NY

UNIT 3 EAST
5 BEDROOMS
5.5 BATHS
4187 SF
732 SF OUTDOOR SPACE







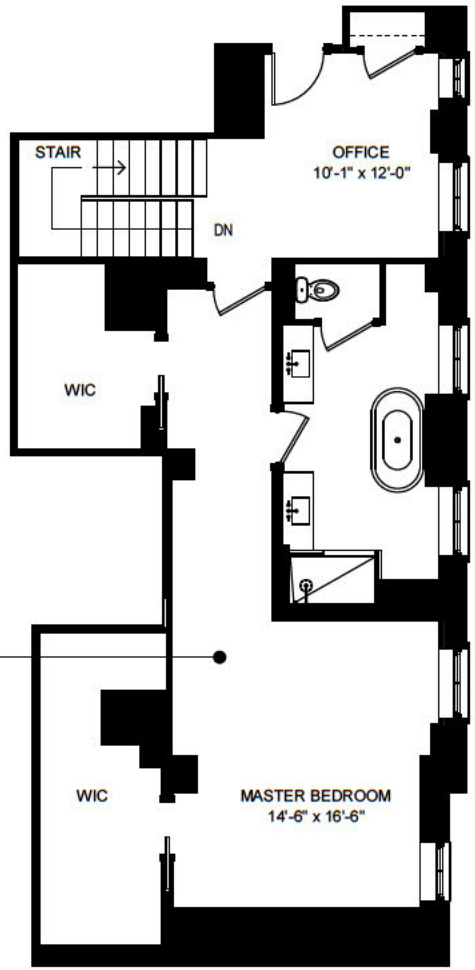


3/32" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTA N MINOR VARIATIONS BETWEEN FLOORS.

NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP

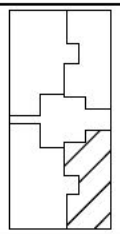



UNIT 3 EAST FLOOR 4

1220 SF

150 WEST 12TH STREET
NEW YORK, NY

UNIT 3 EAST
5 BEDROOMS
5.5 BATHS
4187 SF
732 SF OUTDOOR SPACE







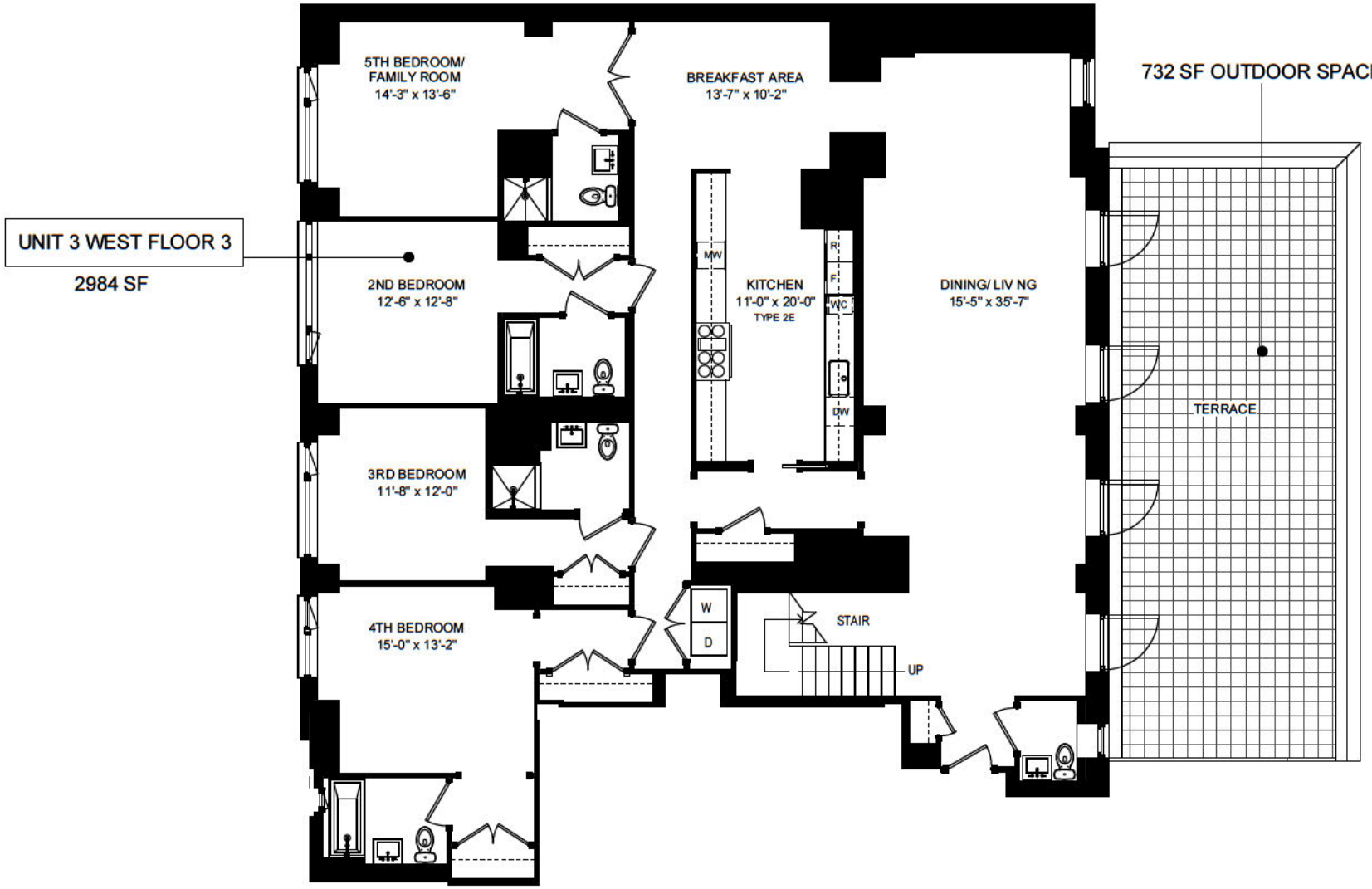


3/32" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTA N MINOR VARIATIONS BETWEEN FLOORS.

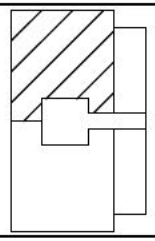
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




150 WEST 12TH STREET
NEW YORK, NY

UNIT 3 WEST
5 BEDROOMS
5.5 BATHS
4206 SF
732 SF OUTDOOR SPACE







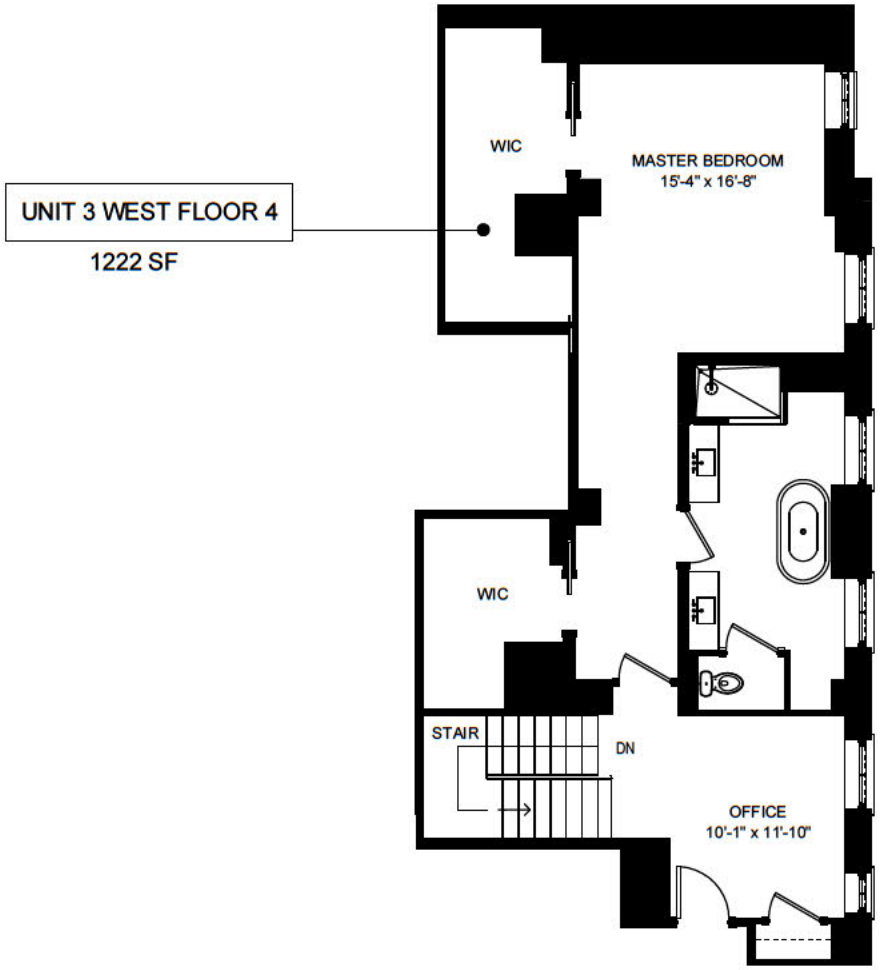


3/32" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTA N MINOR VARIATIONS BETWEEN FLOORS.

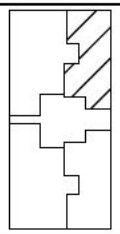
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




150 WEST 12TH STREET
NEW YORK, NY

UNIT 3 WEST
5 BEDROOMS
5.5 BATHS
4206 SF
732 SF OUTDOOR SPACE







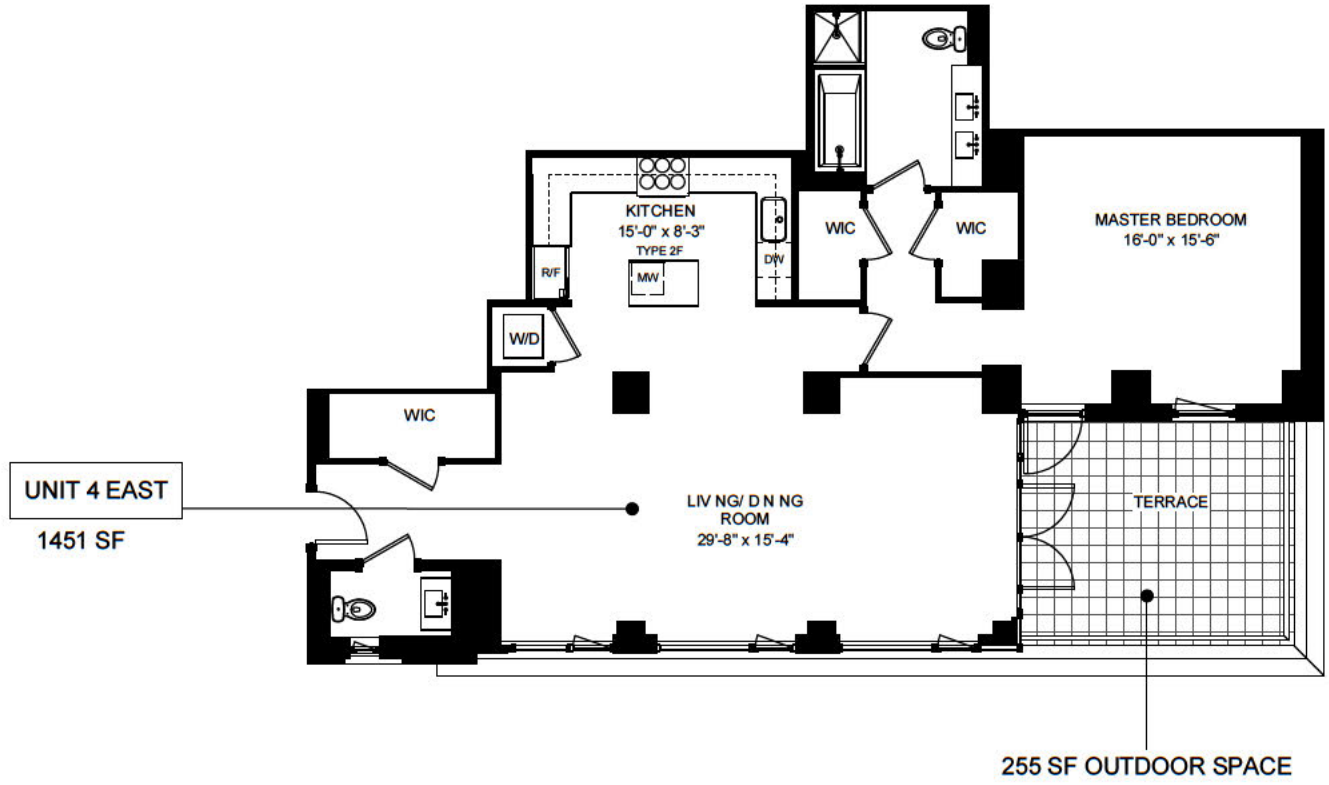


3/32" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTA N MINOR VARIATIONS BETWEEN FLOORS.

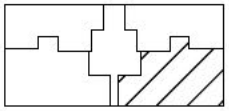
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




150 WEST 12TH STREET
NEW YORK, NY

UNIT 4 EAST
1 BEDROOM
1.5 BATHS
1451 SF
255 SF OUTDOOR SPACE







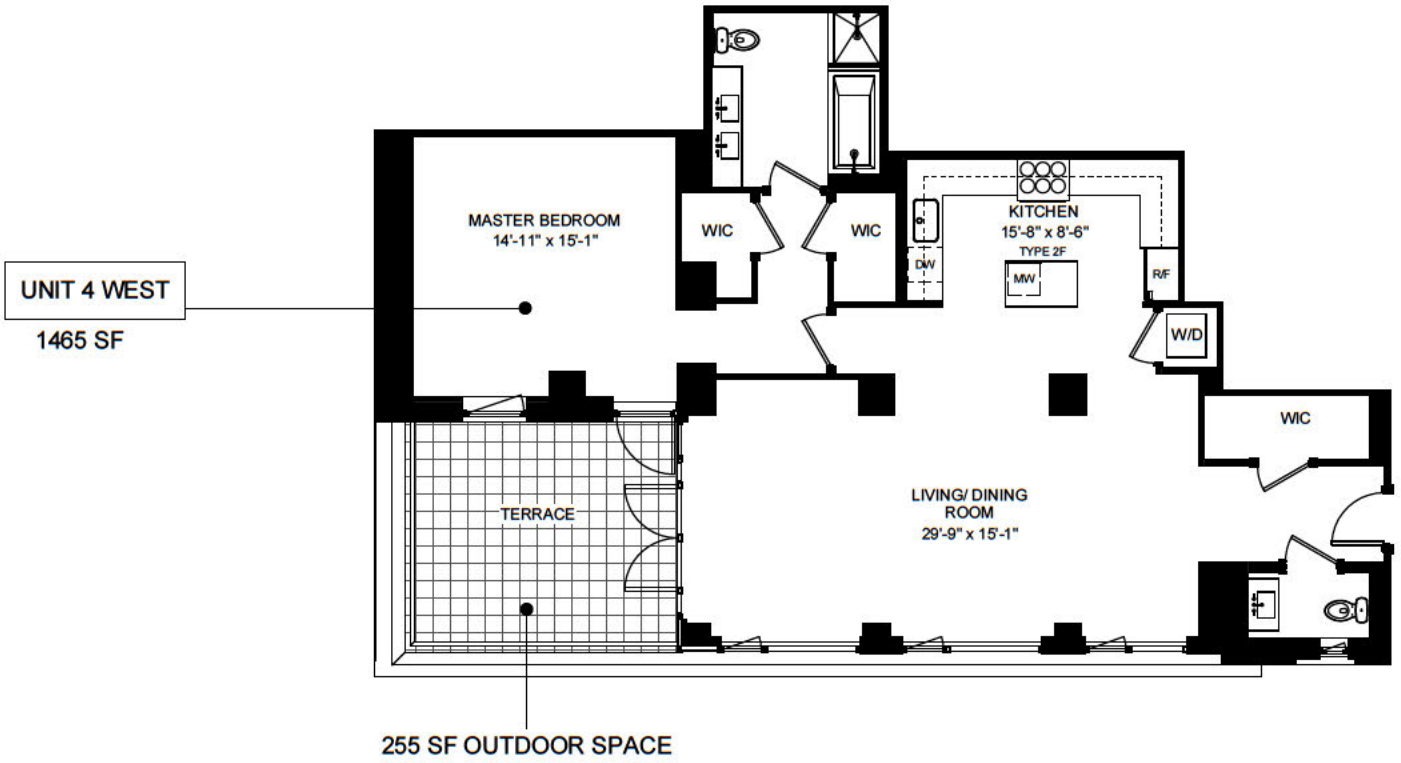


3/32" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTA N MINOR VARIATIONS BETWEEN FLOORS.

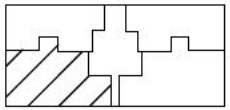
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP

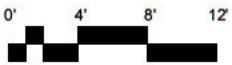



150 WEST 12TH STREET
NEW YORK, NY

UNIT 4 WEST
1 BEDROOM
1.5 BATHS
1465 SF
255 SF OUTDOOR SPACE





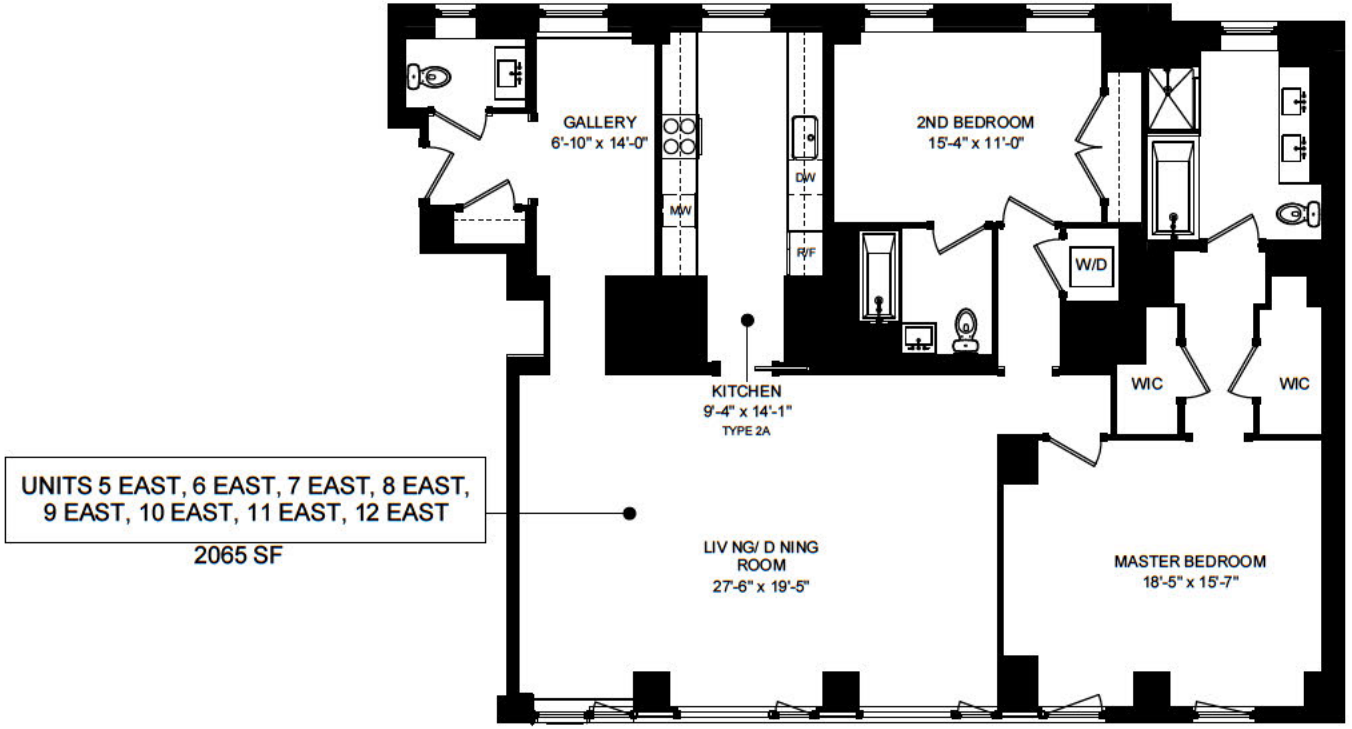



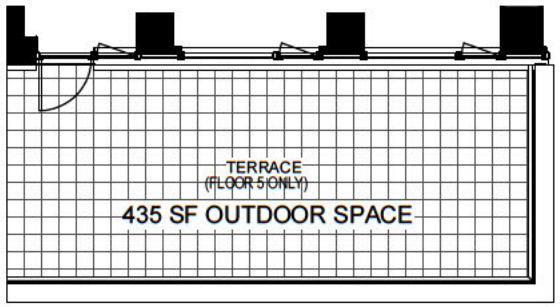

3/32" = 1'-0"

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NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP

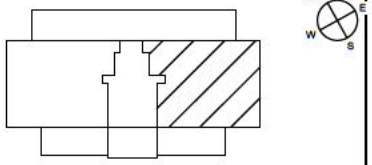



5TH FLOOR PART PLAN AT TERRACE

150 WEST 12TH STREET
NEW YORK, NY

UNITS 5 EAST, 6 EAST, 7 EAST, 8 EAST, 9 EAST, 10 EAST, 11 EAST, 12 EAST
2 BEDROOMS
2.5 BATHS
2065 SF
435 SF OUTDOOR (5TH FLOOR ONLY)





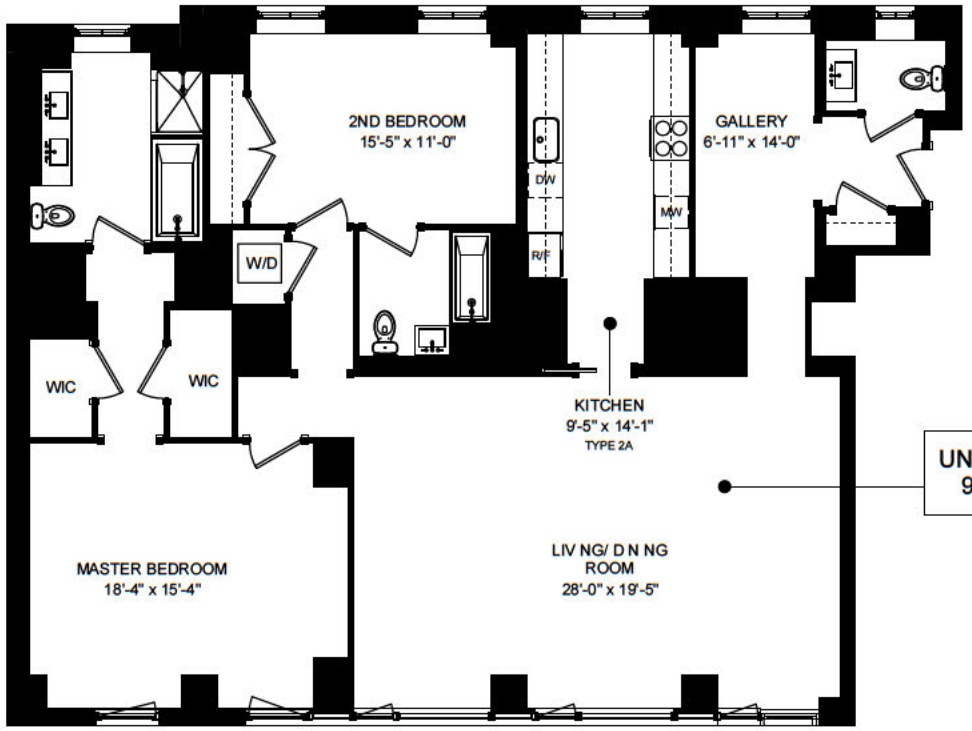


3/32" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTA N MINOR VARIATIONS BETWEEN FLOORS.

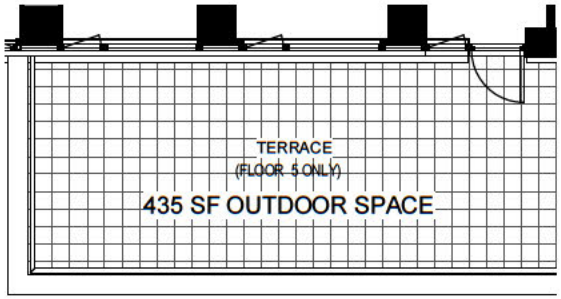
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




UNITS 5 WEST, 6 WEST, 7 WEST, 8 WEST,
9 WEST, 10 WEST, 11 WEST, 12 WEST

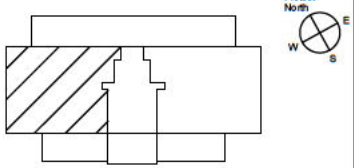
2079 SF




5TH FLOOR PART PLAN AT TERRACE

150 WEST 12TH STREET
NEW YORK, NY

UNITS 5 WEST, 6 WEST, 7 WEST, 8 WEST,
9 WEST, 10 WEST, 11 WEST, 12 WEST
2 BEDROOMS
2.5 BATHS
2079 SF
435 SF OUTDOOR (5TH FLOOR ONLY)





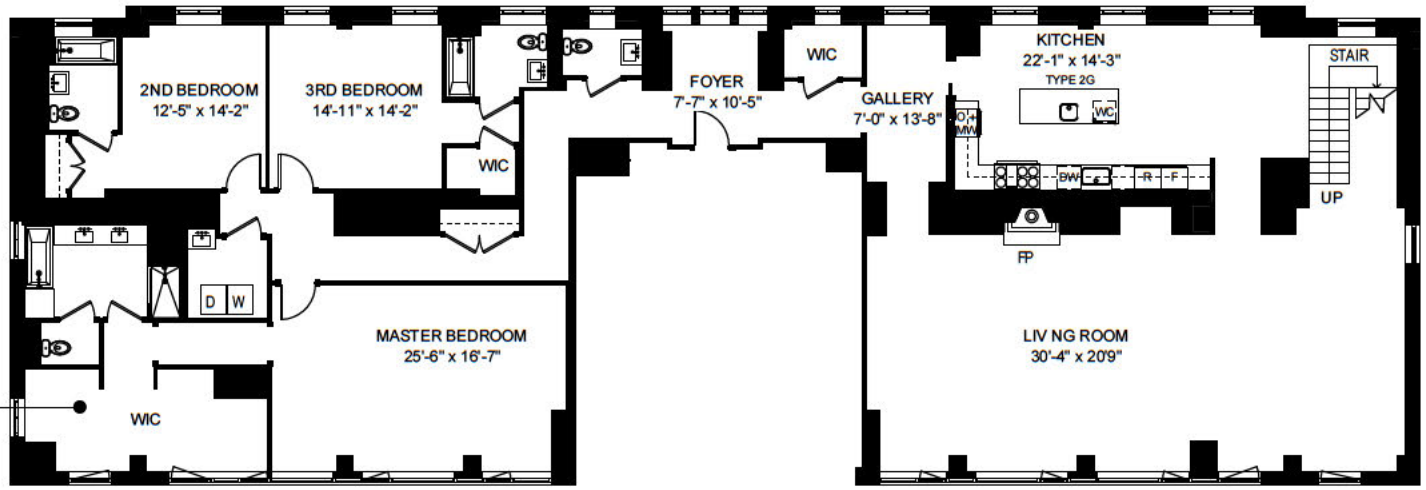


3/32" = 1'-0"

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NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP

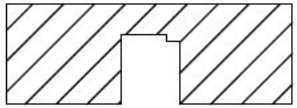


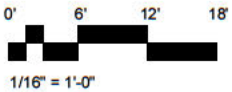

UNIT PH 1 FLOOR 14

4272 SF

150 WEST 12TH STREET
NEW YORK, NY

UNIT PH 1
3 BEDROOMS
3.5 BATHS
4636 SF
799 SF OUTDOOR SPACE



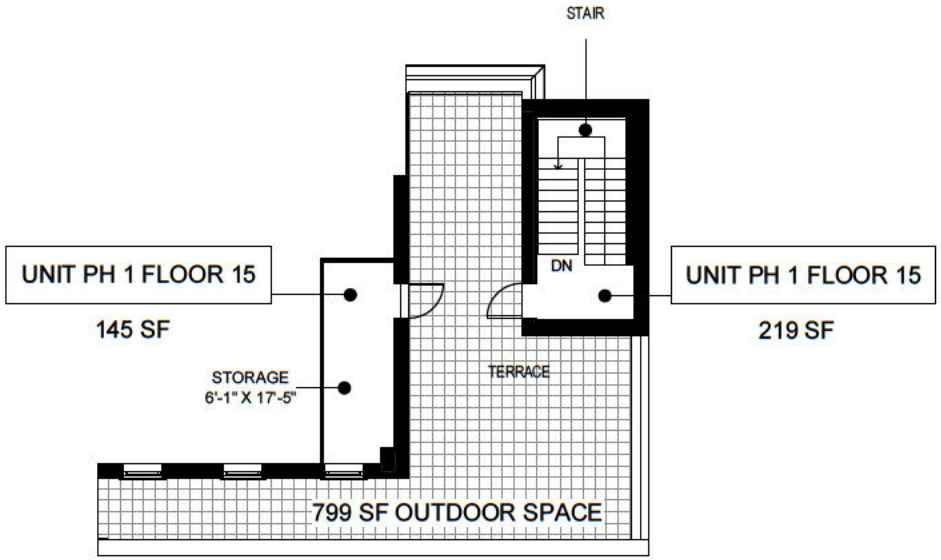



1/16" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTA N MINOR VARIATIONS BETWEEN FLOORS.

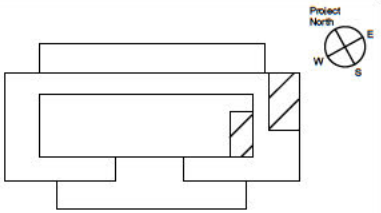
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




150 WEST 12TH STREET
NEW YORK, NY

UNIT D PH 1
3 BEDROOMS
3.5 BATHS
4636 SF
799 SF OUTDOOR SPACE





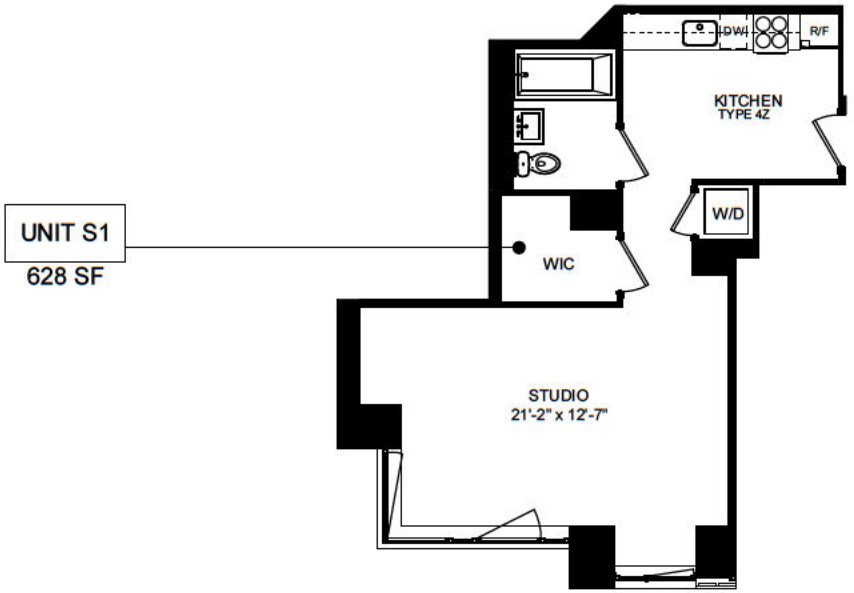


1/16" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTA N MINOR VARIATIONS BETWEEN FLOORS.

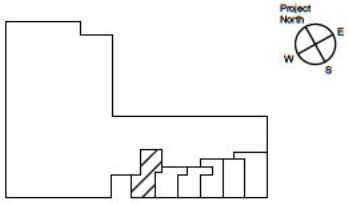
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




155 WEST 11TH STREET
NEW YORK, NY

UNIT S1
STUDIO
1 BATH
628 SF





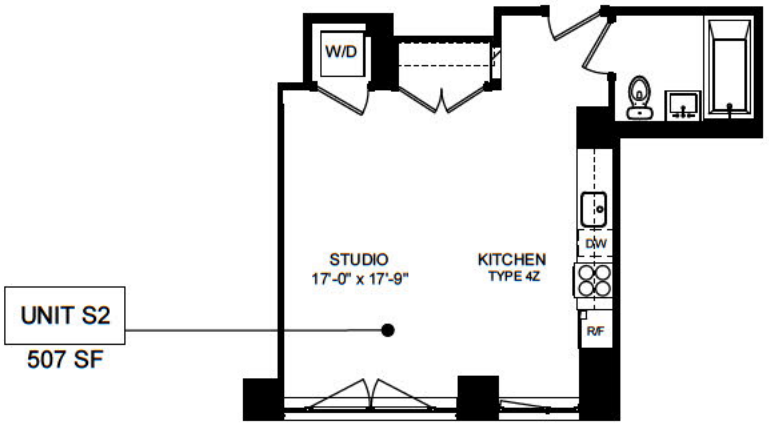


3/32" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTA N MINOR VARIATIONS BETWEEN FLOORS.

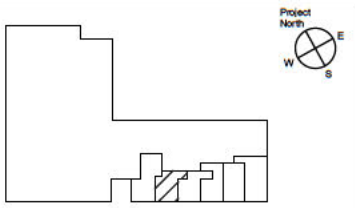
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

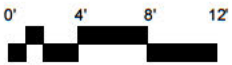
FXFOWLE ARCHITECTS, LLP




155 WEST 11TH STREET
NEW YORK, NY

UNIT S2
STUDIO
1 BATH
507 SF



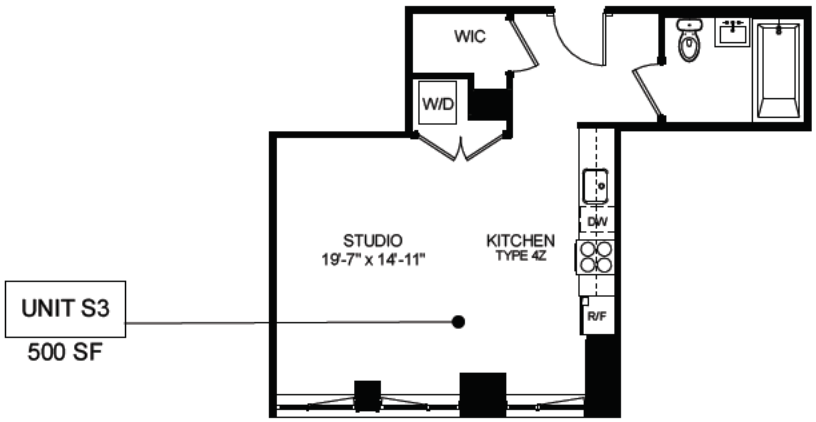




3/32" = 1'-0"

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NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




155 WEST 11TH STREET
NEW YORK, NY

UNIT S3
STUDIO
1 BATH
500 SF





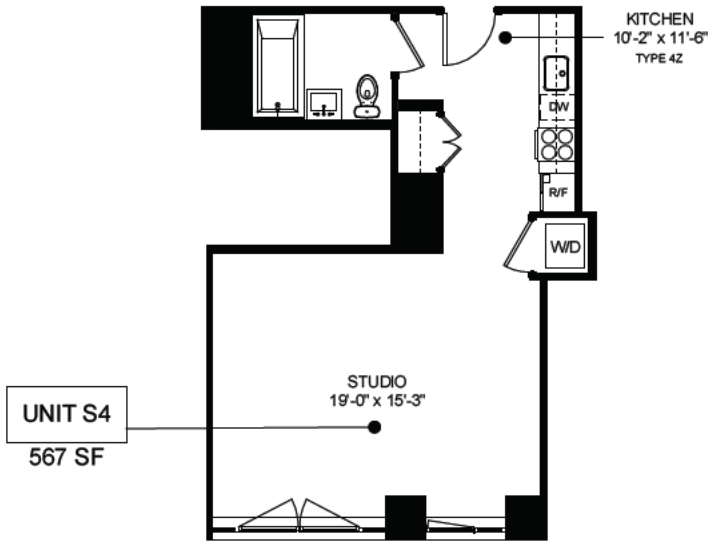


3/32" = 1'-0"

ALL D MENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND D MENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS.

NOTED D MENSIONS REFLECT NTERIOR D MENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




155 WEST 11TH STREET
NEW YORK, NY

UNIT S4
STUDIO
1 BATH
567 SF





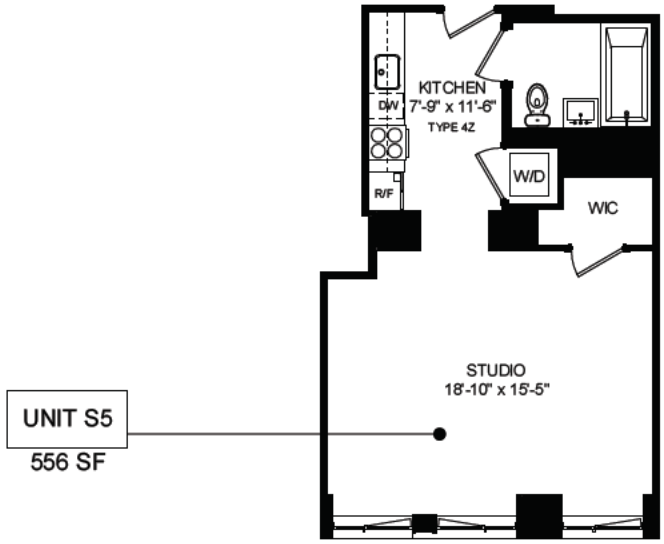


3/32" = 1'-0"

ALL D MENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND D MENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS.

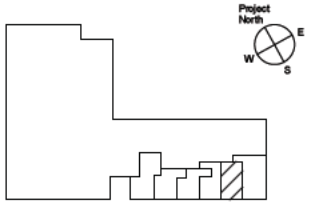
NOTED D MENSIONS REFLECT NTERIOR D MENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




155 WEST 11TH STREET
NEW YORK, NY

UNIT S5
STUDIO
1 BATH
556 SF





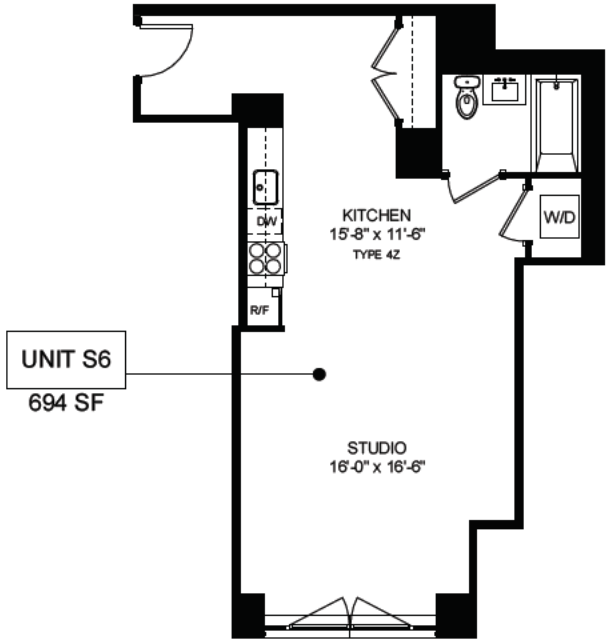


3/32" = 1'-0"

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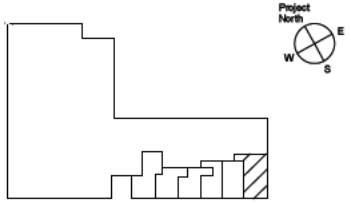
NOTED D MENSIONS REFLECT NTERIOR D MENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




155 WEST 11TH STREET
NEW YORK, NY

UNIT S6
STUDIO
1 BATH
694 SF





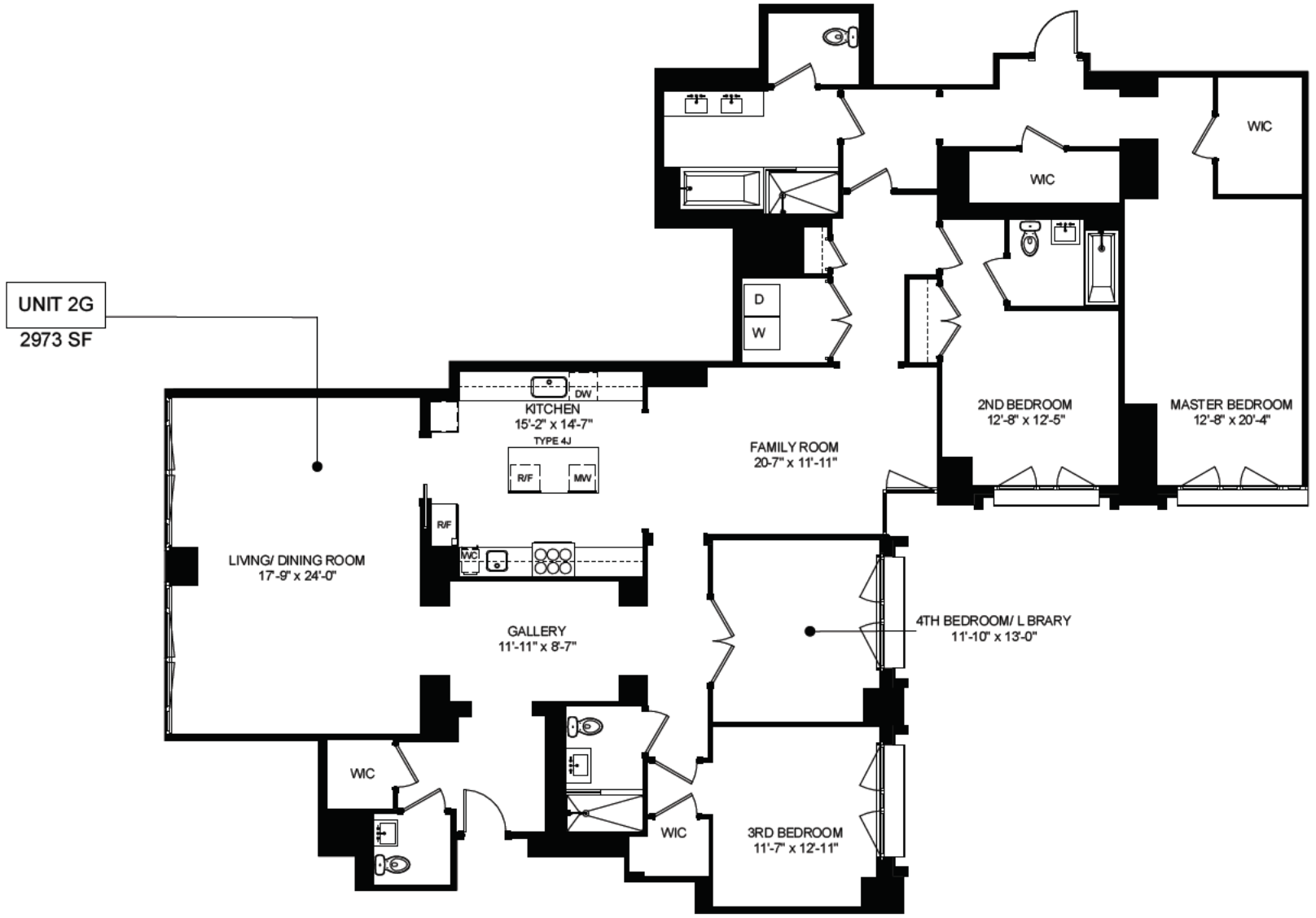


3/32" = 1'-0"

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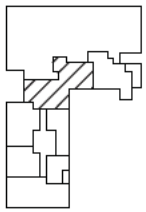
NOTED D MENSIONS REFLECT NTERIOR D MENSIONS OF SPACE.

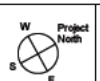
FXFOWLE ARCHITECTS, LLP




155 WEST 11TH STREET
NEW YORK, NY

UNIT 2G
4 BEDROOMS
3.5 BATHS
2973 SF







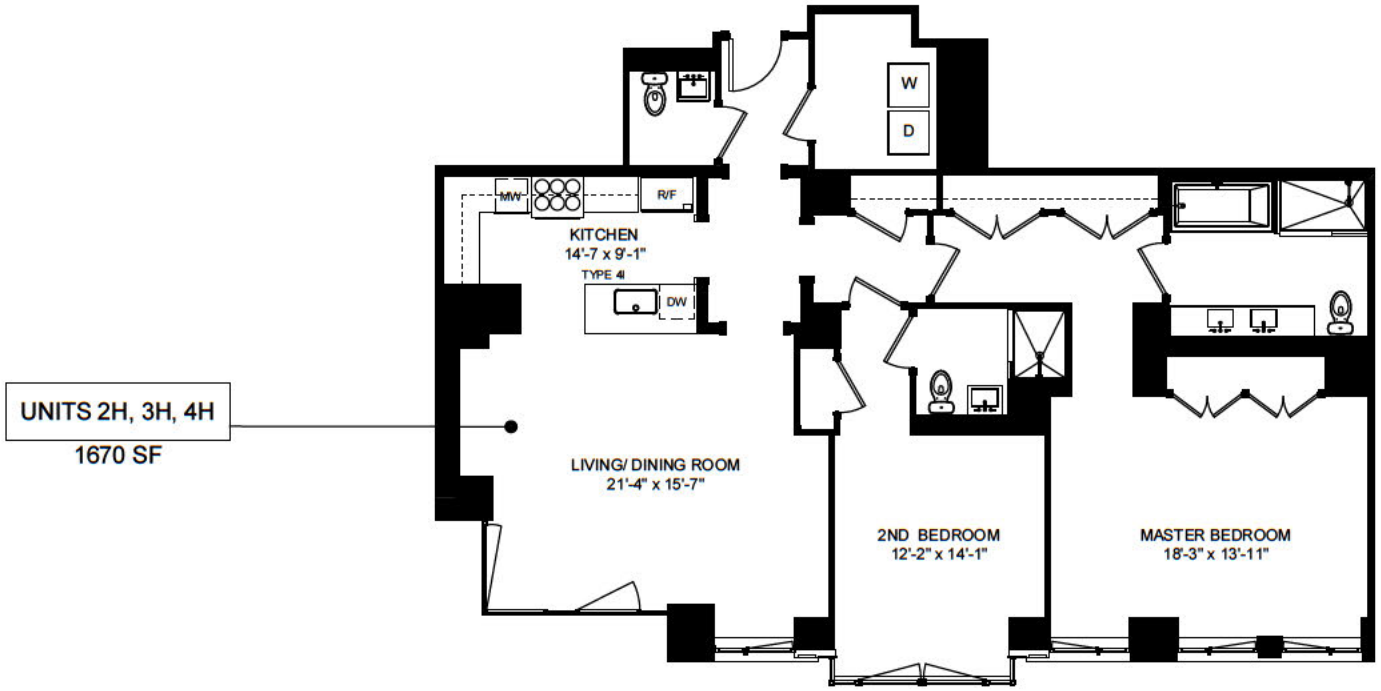


3/32" = 1'-0"

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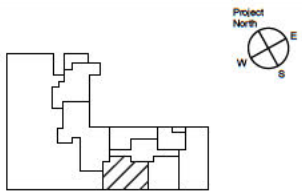
NOTED D MENSIONS REFLECT NTERIOR D MENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




155 WEST 11TH STREET
NEW YORK, NY

UNITS 2H, 3H, 4H
2 BEDROOMS
2.5 BATHS
1670 SF





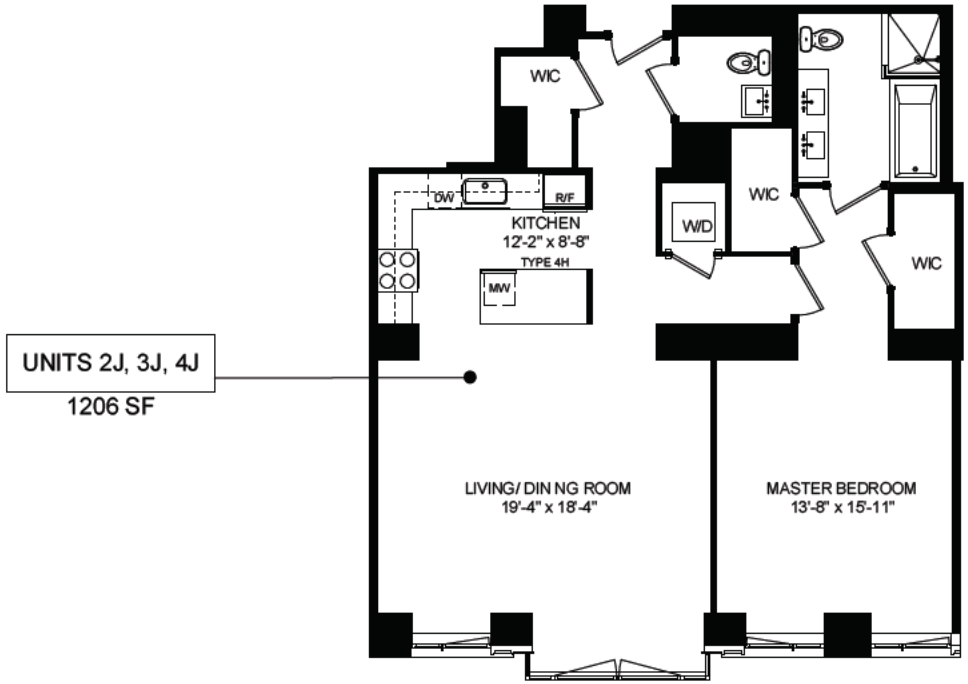


3/32" = 1'-0"

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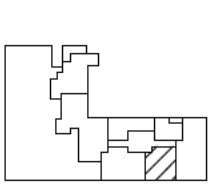
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




155 WEST 11TH STREET
NEW YORK, NY

UNITS 2J, 3J, 4J
1 BEDROOM
1.5 BATH
1206 SF





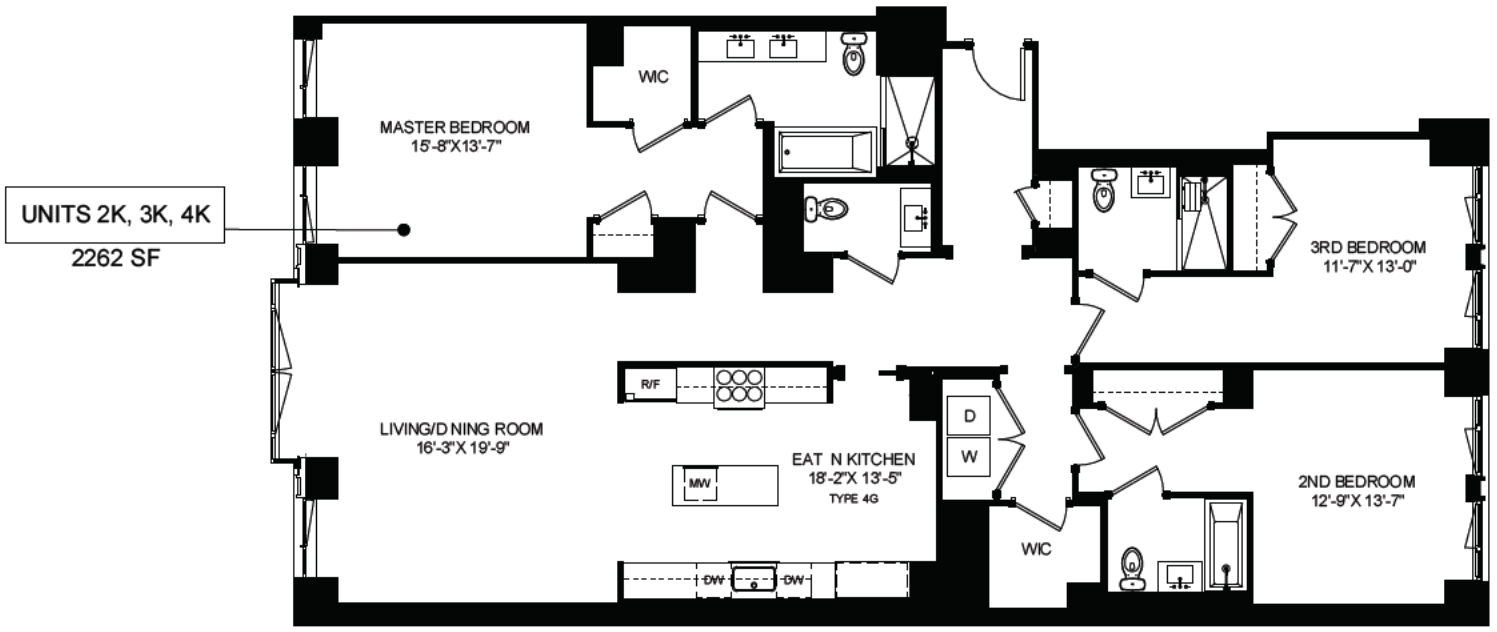


3/32" = 1'-0"

ALL D MENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND D MENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS.

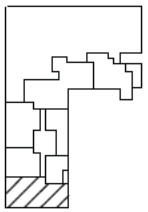
NOTED D MENSIONS REFLECT NTERIOR D MENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




155 WEST 11TH STREET
NEW YORK, NY

UNITS 2K, 3K, 4K
3 BEDROOMS
3.5 BATHS
2262 SF









3/32" = 1'-0"

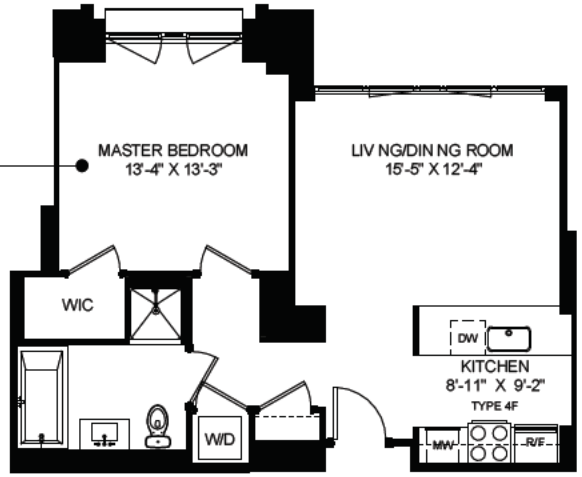
ALL D MENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND D MENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS.

NOTED D MENSIONS REFLECT NTERIOR D MENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP

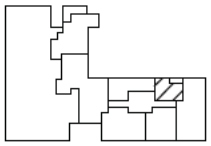
UNIT 2L

758 SF




155 WEST 11TH STREET
NEW YORK, NY

UNIT 2L
1 BEDROOM
1 BATH
758 SF







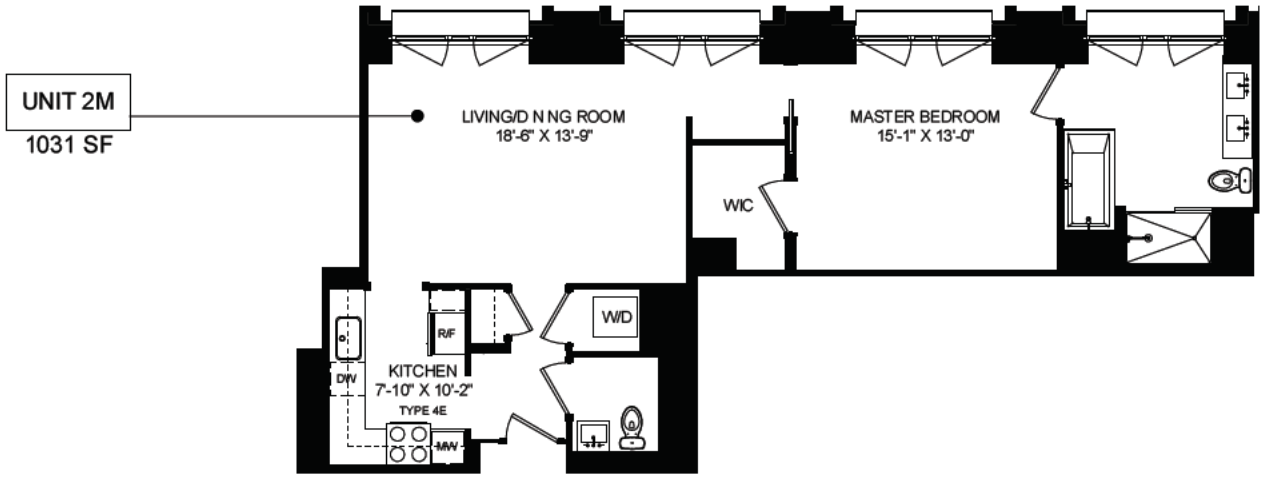


3/32" = 1'-0"

ALL D MENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND D MENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS.

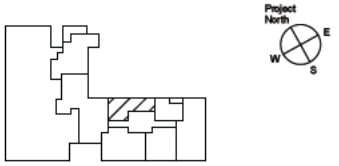
NOTED D MENSIONS REFLECT NTERIOR D MENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




155 WEST 11TH STREET
NEW YORK, NY

UNIT 2M
1 BEDROOM
1.5 BATH
1031 SF





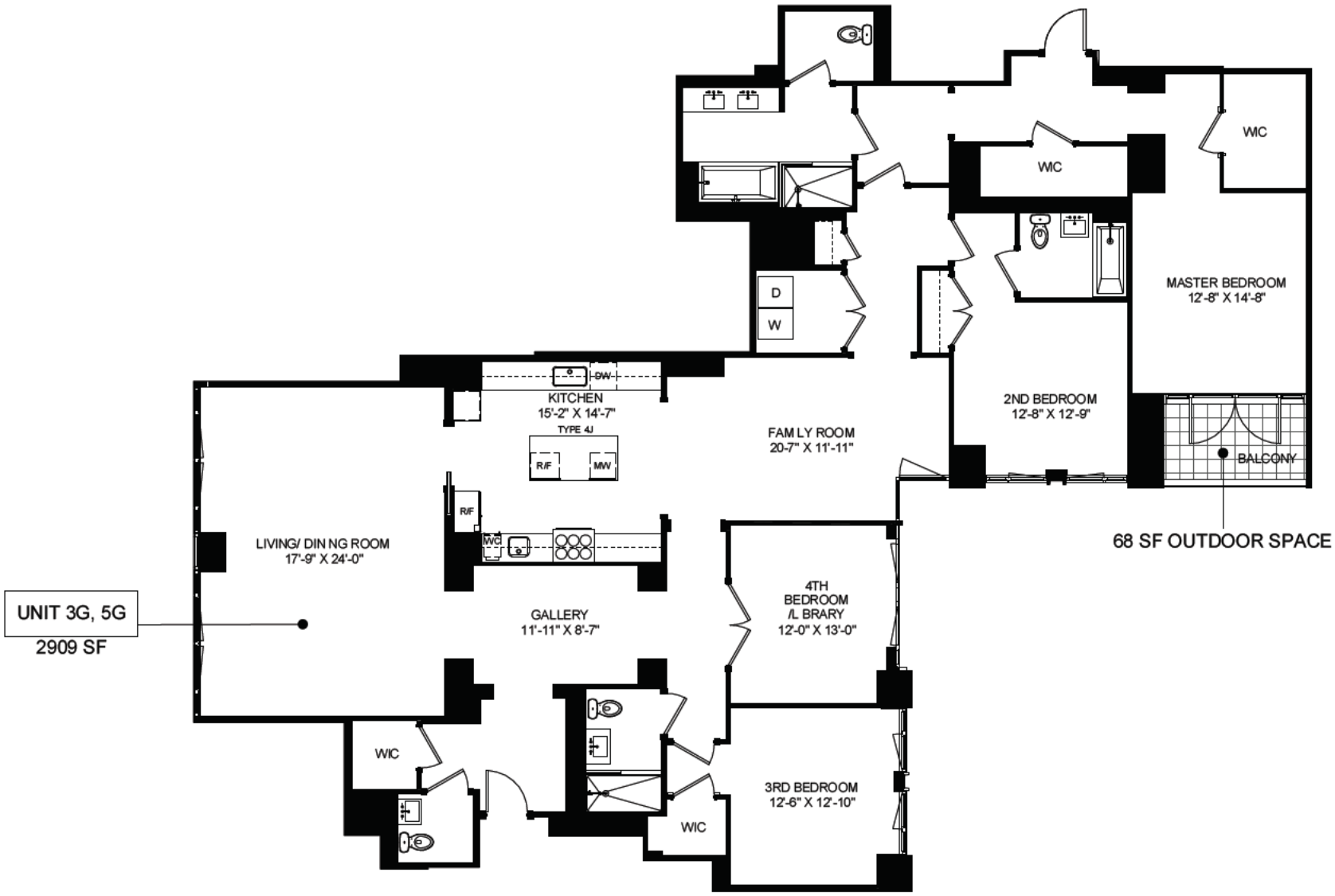


3/32" = 1'-0"

ALL D MENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND D MENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS.

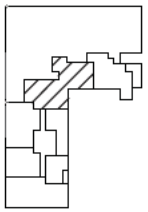
NOTED D MENSIONS REFLECT NTERIOR D MENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




155 WEST 11TH STREET
NEW YORK, NY

UNIT 3G, 5G
4 BEDROOMS
3.5 BATHS
2909 SF
68 SF OUTSIDE







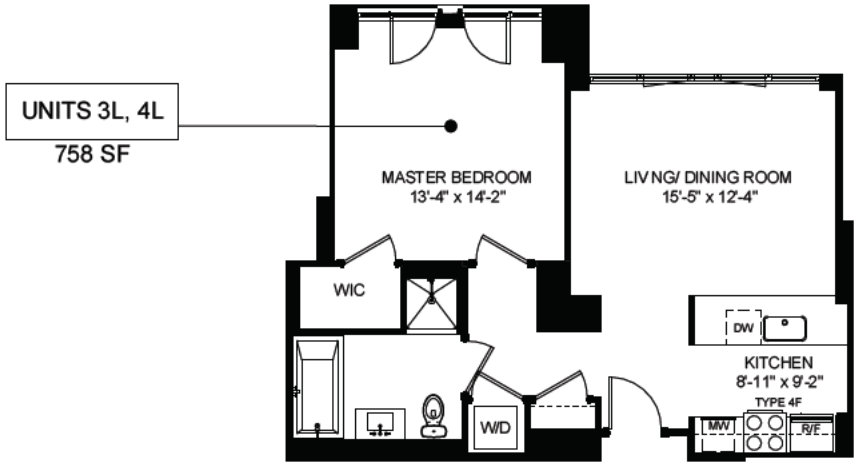


3/32" = 1'-0"

ALL D MENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND D MENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS.

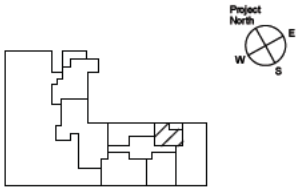
NOTED D MENSIONS REFLECT NTERIOR D MENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




155 WEST 11TH STREET
NEW YORK, NY

UNITS 3L, 4L
1 BEDROOM
1 BATH
758 SF





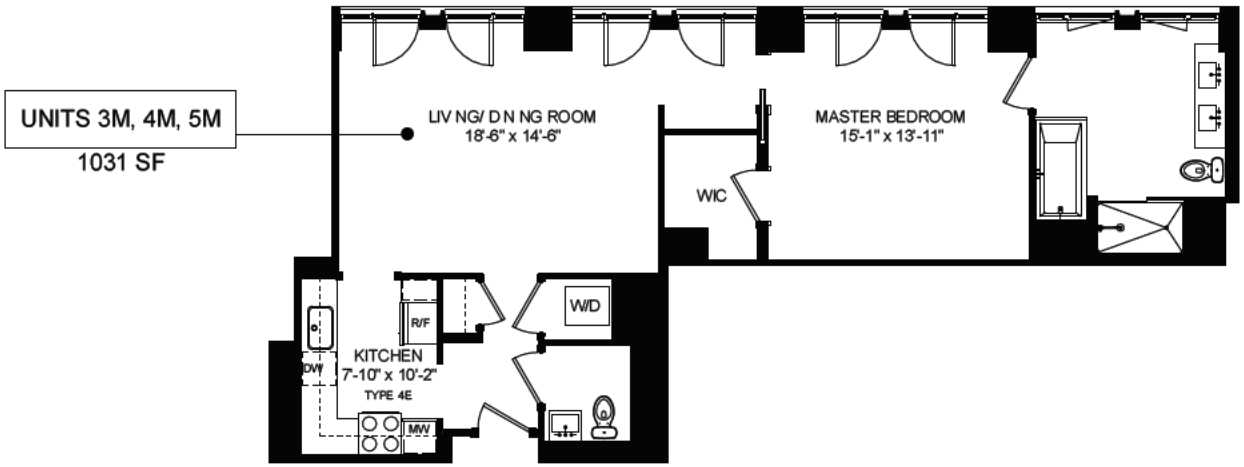


3/32" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS.

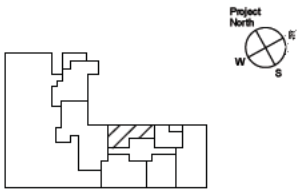
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

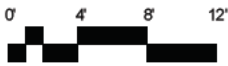
FXFOWLE ARCHITECTS, LLP




155 WEST 11TH STREET
NEW YORK, NY

UNITS 3M, 4M, 5M
1 BEDROOM
1.5 BATH
1031 SF



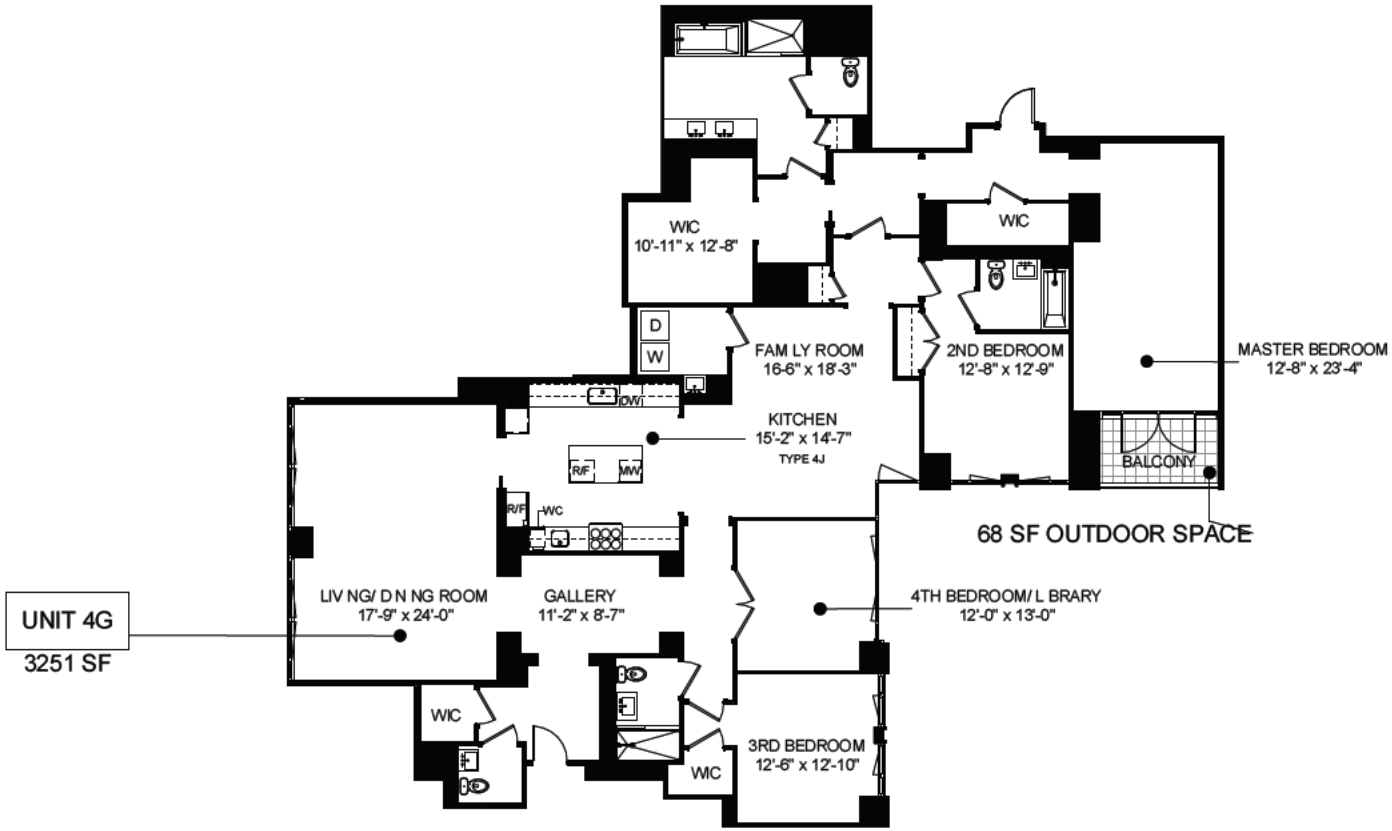




3/32" = 1'-0"

ALL D MENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND D MENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS.

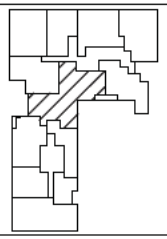
NOTED D MENSIONS REFLECT NTERIOR D MENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




155 WEST 11TH STREET
NEW YORK, NY

UNIT 4G
4 BEDROOMS
3.5 BATHS
3251 SF
68 SF OUTDOOR SPACE







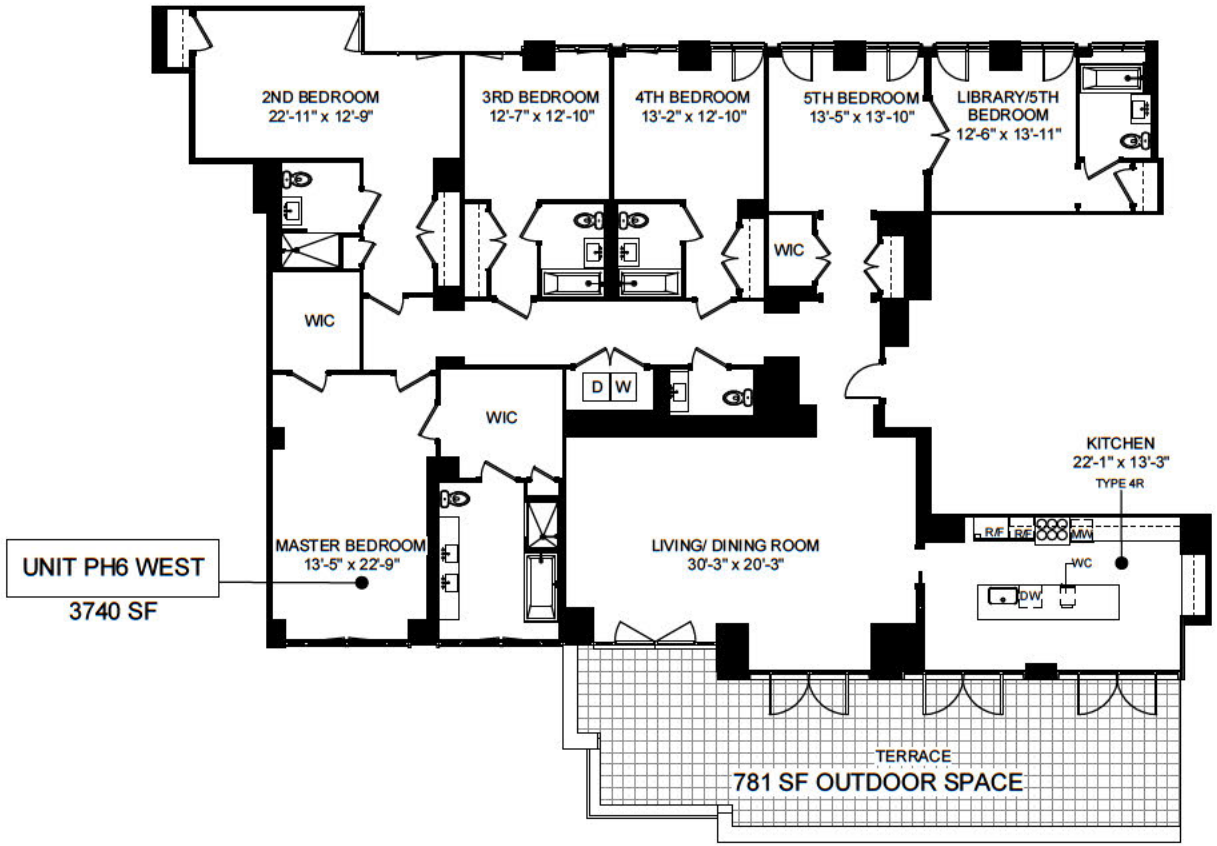


1/16" = 1'-0"

ALL D MENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND D MENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS.

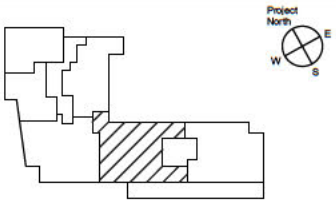
NOTED D MENSIONS REFLECT NTERIOR D MENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




155 WEST 11TH STREET
NEW YORK, NY

UNIT PH6 WEST
5 BEDROOMS
5.5 BATHS
3740 SF
781 OUTDOOR SPACE





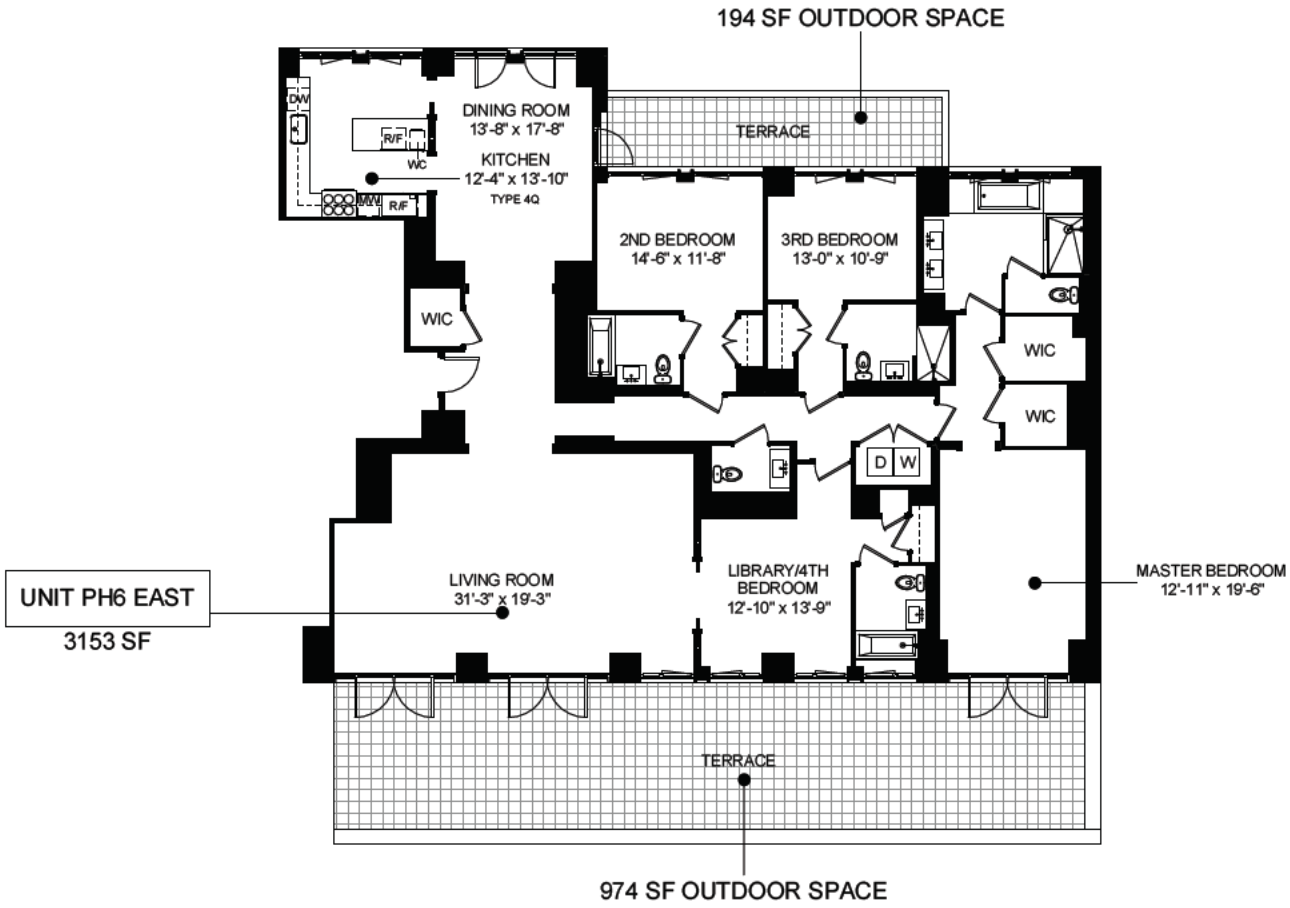


1/16" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTA N MINOR VARIATIONS BETWEEN FLOORS.

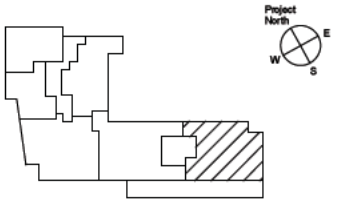
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




155 WEST 11TH STREET
NEW YORK, NY

UNIT PH6 EAST
4 BEDROOMS
4.5 BATHS
3153 SF
1168 SF OUTDOOR SPACE





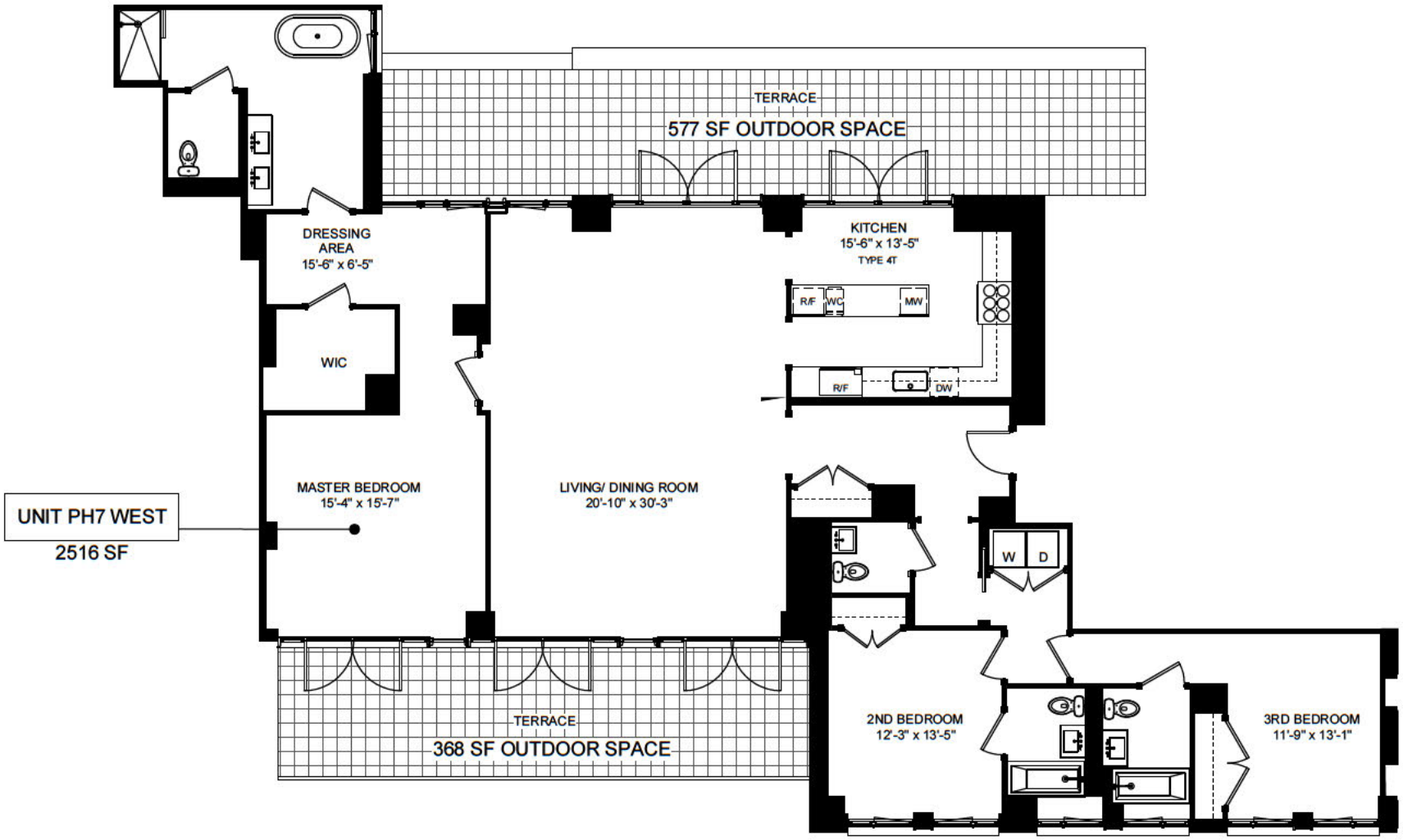


1/16" = 1'-0"

ALL D MENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND D MENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS.

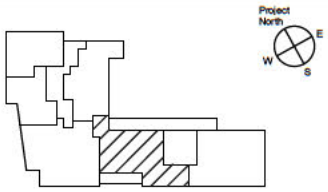
NOTED D MENSIONS REFLECT NTERIOR D MENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




155 WEST 11TH STREET
NEW YORK, NY

UNIT PH7 WEST
3 BEDROOMS
3.5 BATHS
2521 SF
945 SF OUTSIDE SPACE




0' 4' 8' 12'

3/32" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTA N MINOR VARIATIONS BETWEEN FLOORS.

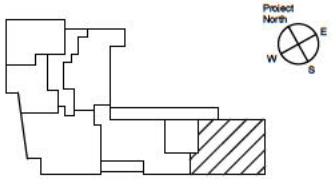
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




155 WEST 11TH STREET
NEW YORK, NY

UNIT PH7 EAST
3 BEDROOMS
3.5 BATHS
2818 SF
435 SF OUTDOOR SPACE





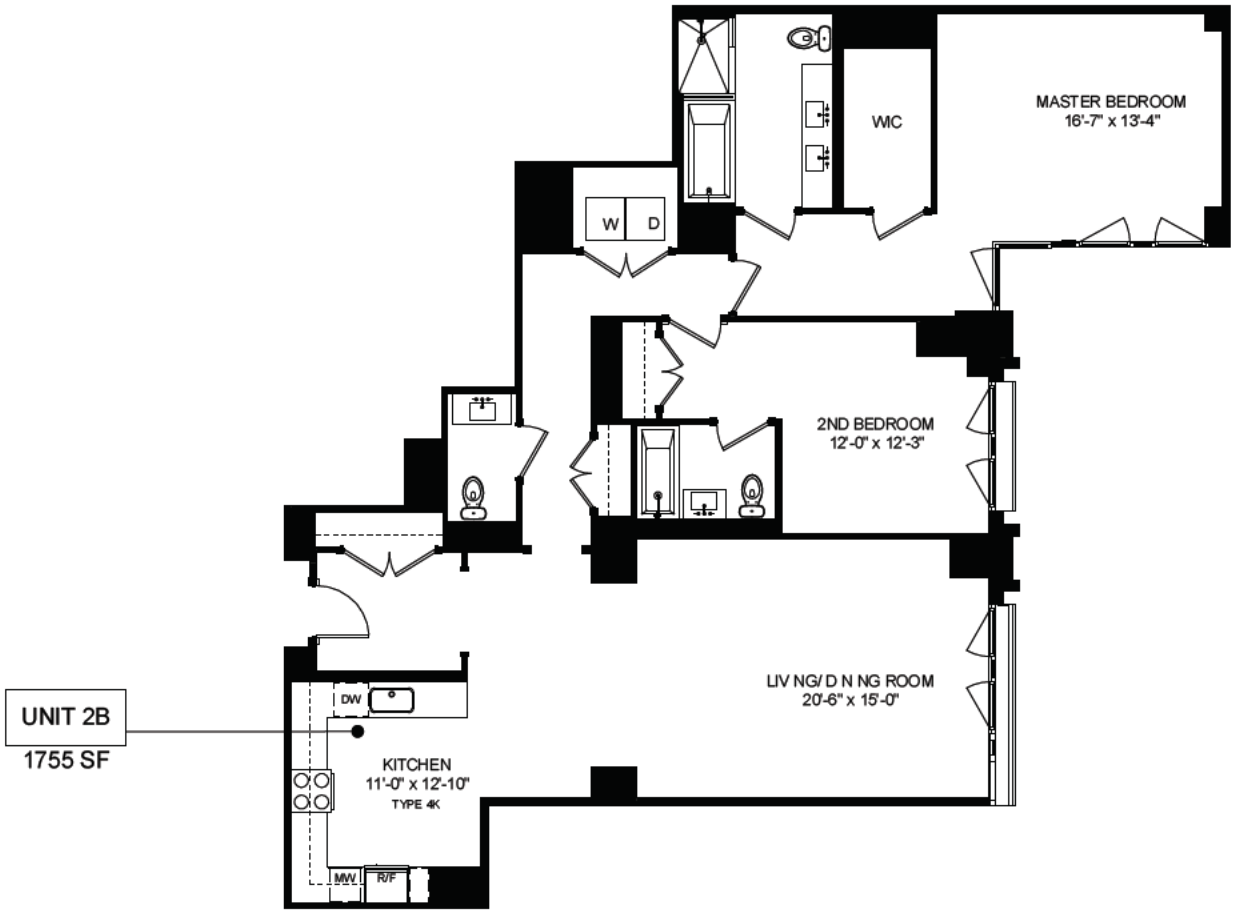


3/32" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTA N MINOR VARIATIONS BETWEEN FLOORS.

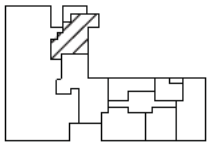
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




155 WEST 11TH STREET
NEW YORK, NY

UNIT 2B
2 BEDROOMS
2.5 BATHS
1755 SF





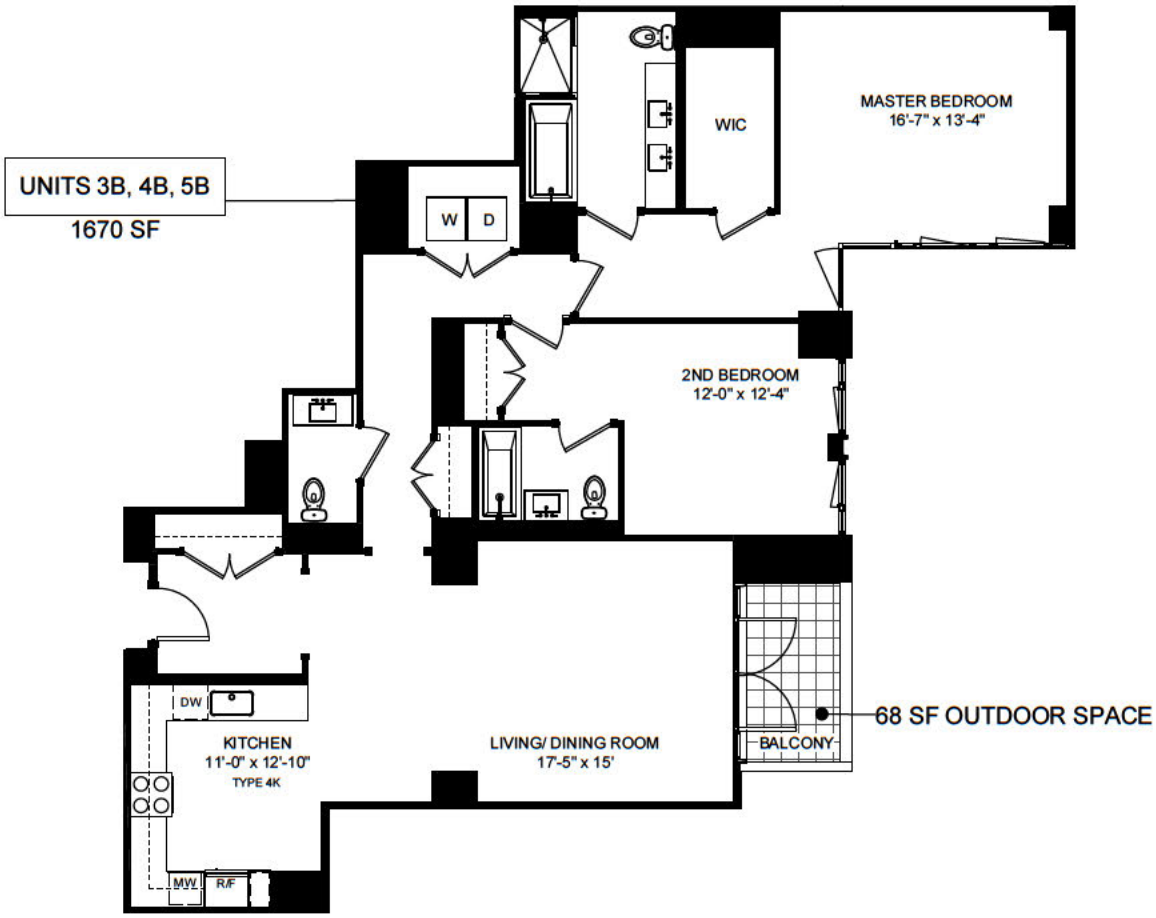


3/32" = 1'-0"

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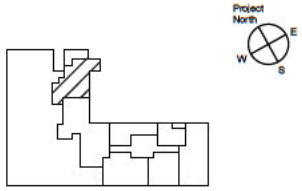
NOTED D MENSIONS REFLECT NTERIOR D MENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




155 WEST 11TH STREET
NEW YORK, NY

UNITS 3B, 4B, 5B
2 BEDROOMS
2.5 BATH
1670 SF
68 SF OUTDOOR SPACE



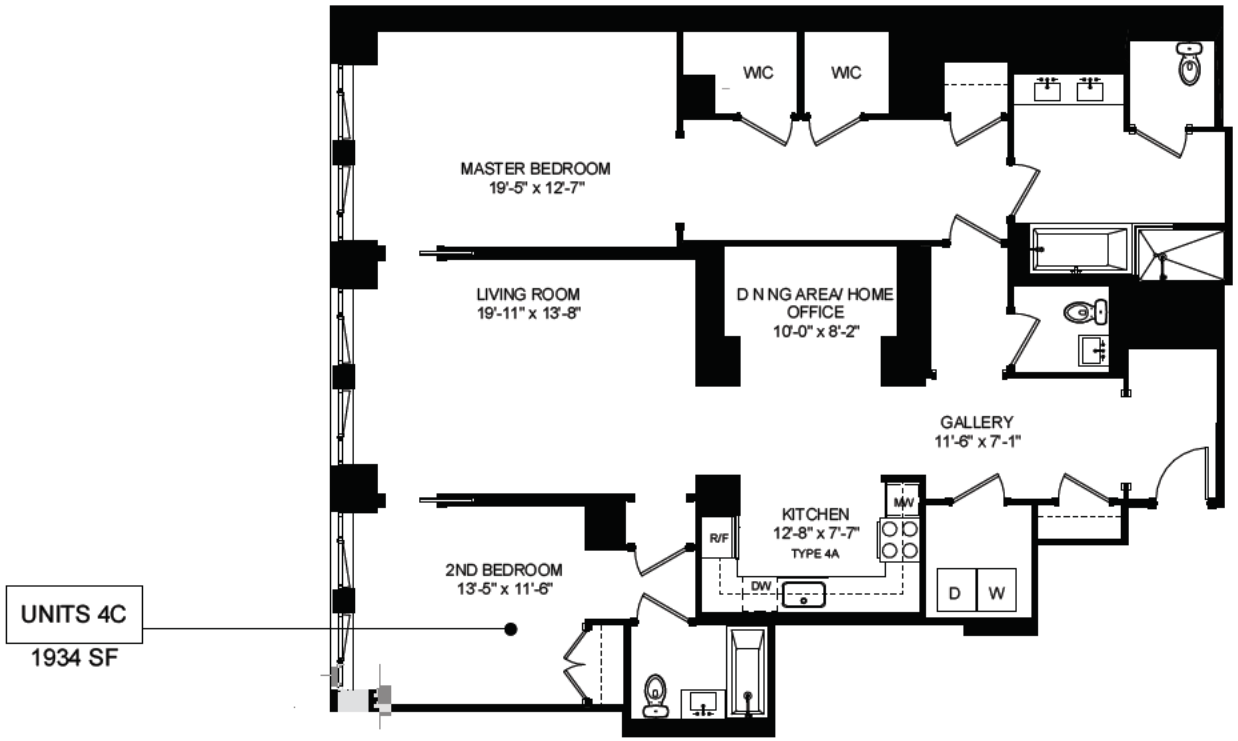

0' 4' 8' 12'

3/32" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTA N MINOR VARIATIONS BETWEEN FLOORS.

NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




155 WEST 11TH STREET
NEW YORK, NY

UNITS 4C
2 BEDROOMS
2.5 BATHS
1934 SF



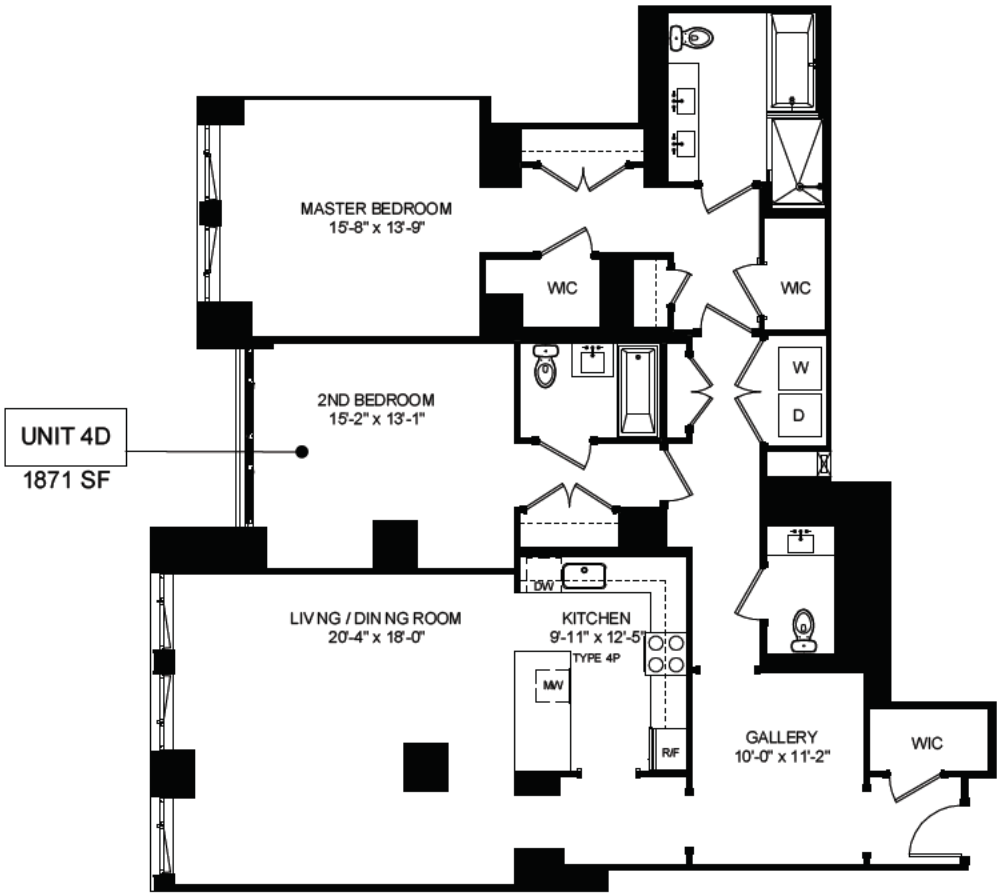

0' 4' 8' 12'

3/32" = 1'-0"

ALL D MENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND D MENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS.

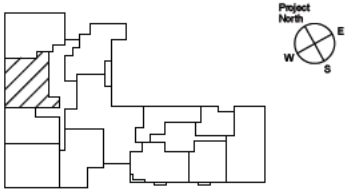
NOTED D MENSIONS REFLECT NTERIOR D MENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




155 WEST 11TH STREET
NEW YORK, NY

UNIT 4D
2 BEDROOMS
2.5 BATHS
1871 SF





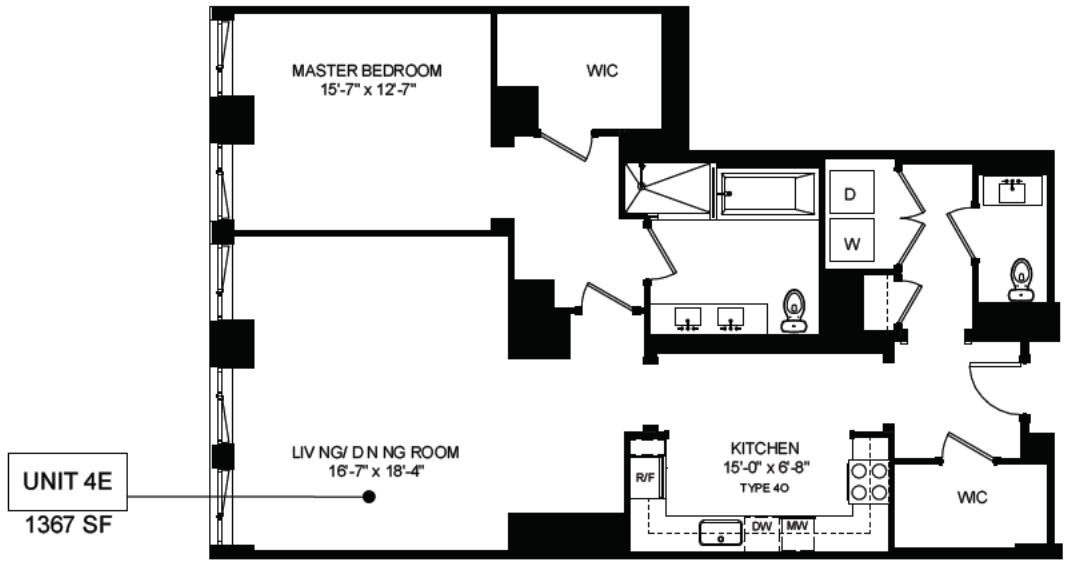


3/32" = 1'-0"

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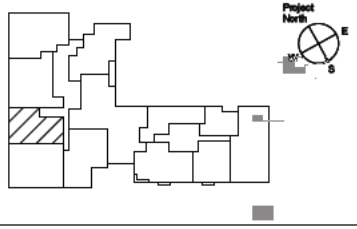
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

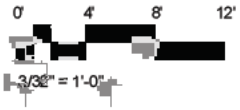
FXFOWLE ARCHITECTS, LLP




155 WEST 11TH STREET
NEW YORK, NY

UNIT 4E
1 BEDROOM
1.5 BATHS
1367 SF

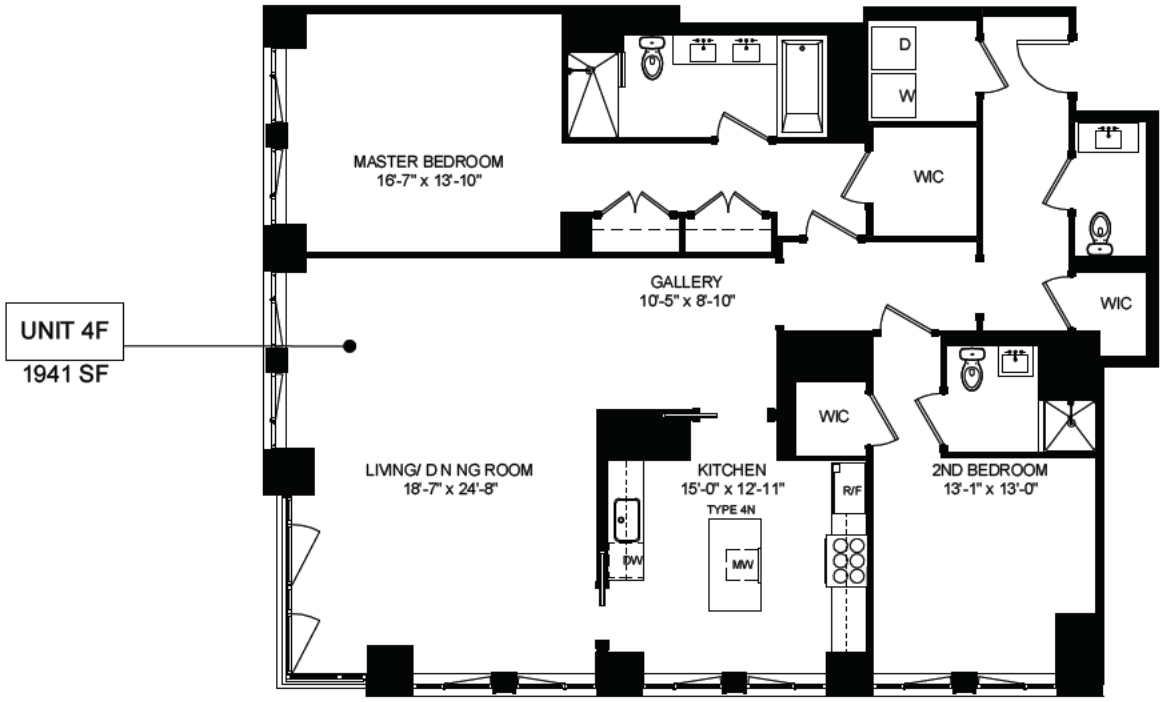



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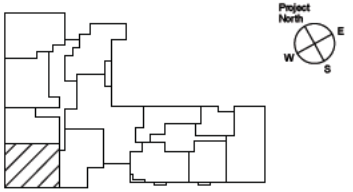
NOTED D MENSIONS REFLECT NTERIOR D MENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




155 WEST 11TH STREET
NEW YORK, NY

UNIT 4F
2 BEDROOMS
2.5 BATHS
1941 SF





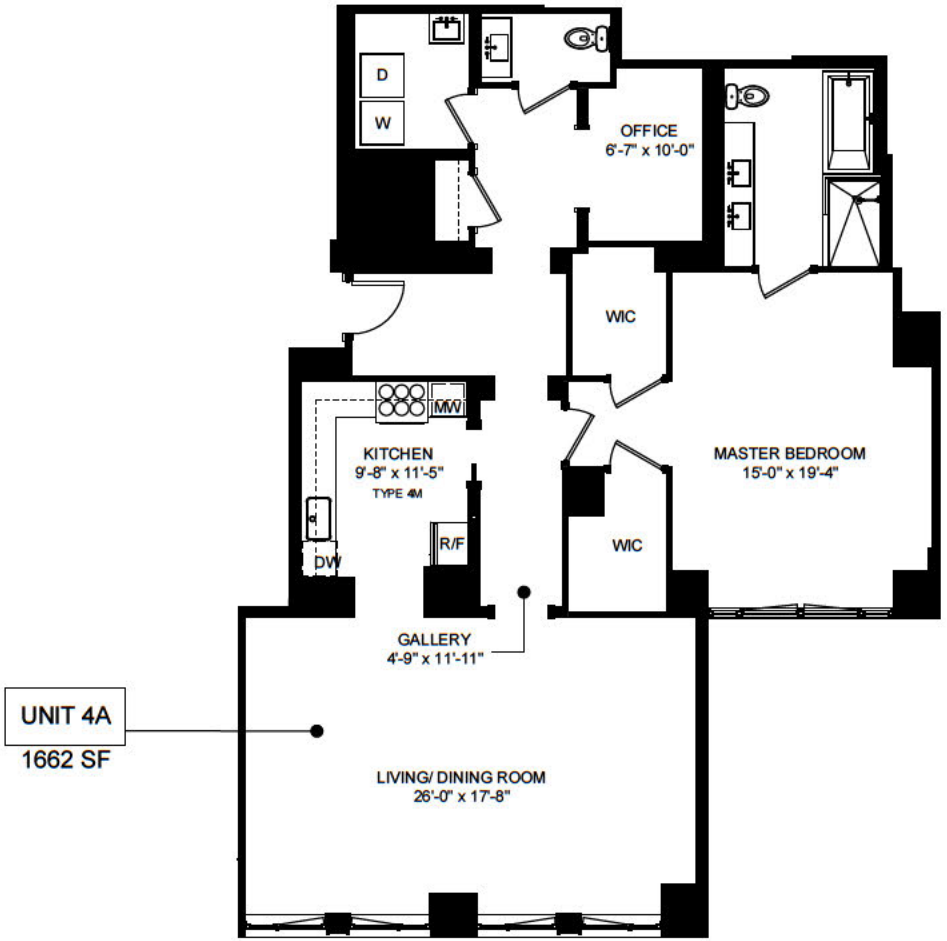


3/32" = 1'-0"

ALL D MENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND D MENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS.

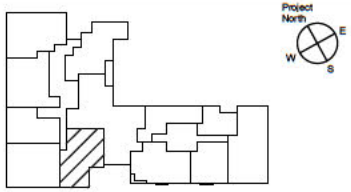
NOTED D MENSIONS REFLECT NTERIOR D MENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




155 WEST 11TH STREET
NEW YORK, NY

UNIT 4A
1 BEDROOM
1.5 BATHS
1662 SF





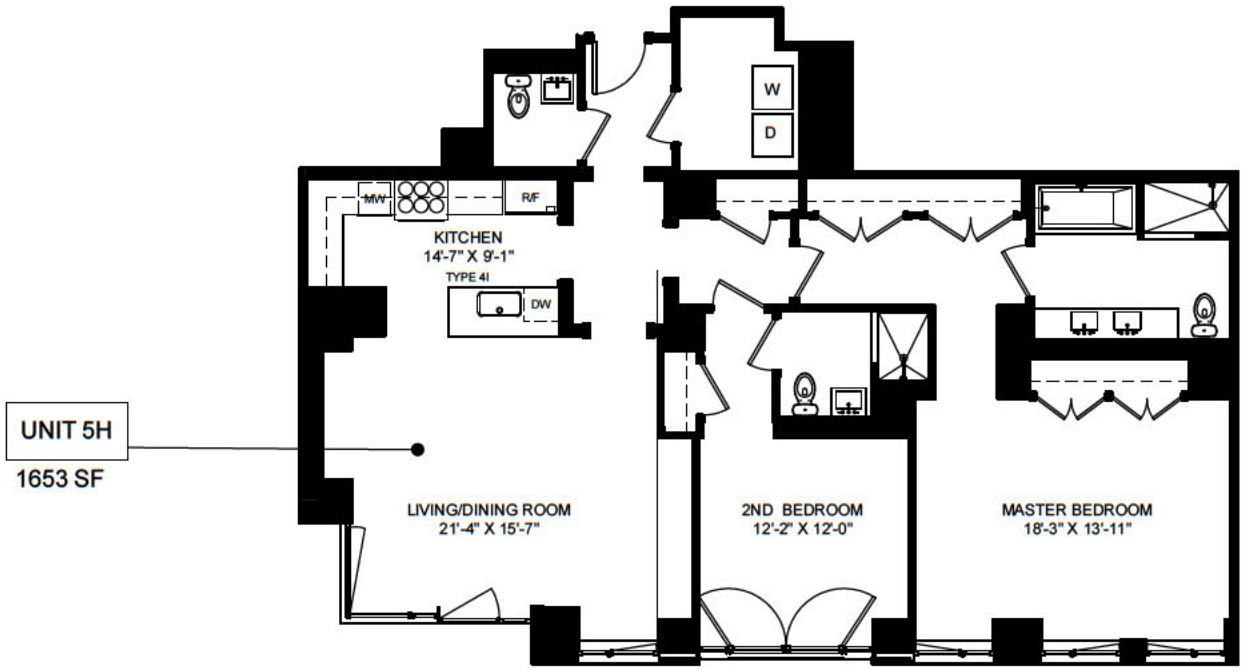


3/32" = 1'-0"

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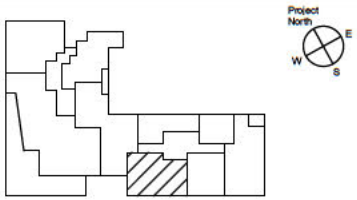
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

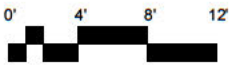
FXFOWLE ARCHITECTS, LLP




155 WEST 11TH STREET
NEW YORK, NY

UNIT 5H
2 BEDROOMS
2.5 BATHS
1653 SF



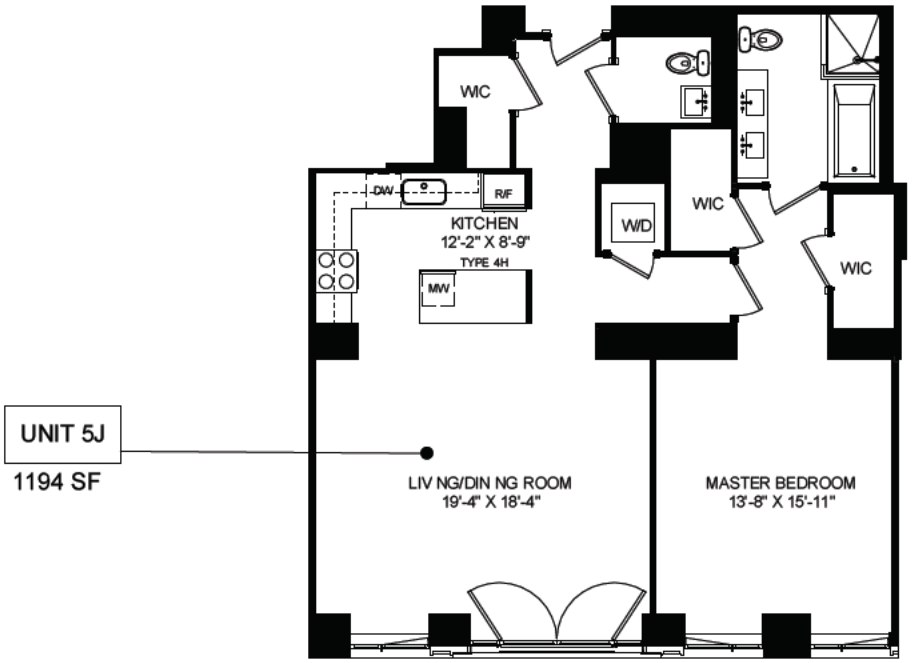




3/32" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTA N MINOR VARIATIONS BETWEEN FLOORS.

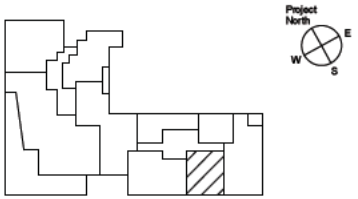
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




155 WEST 11TH STREET
NEW YORK, NY

UNIT 5J
1 BEDROOM
1.5 BATH
1194 SF





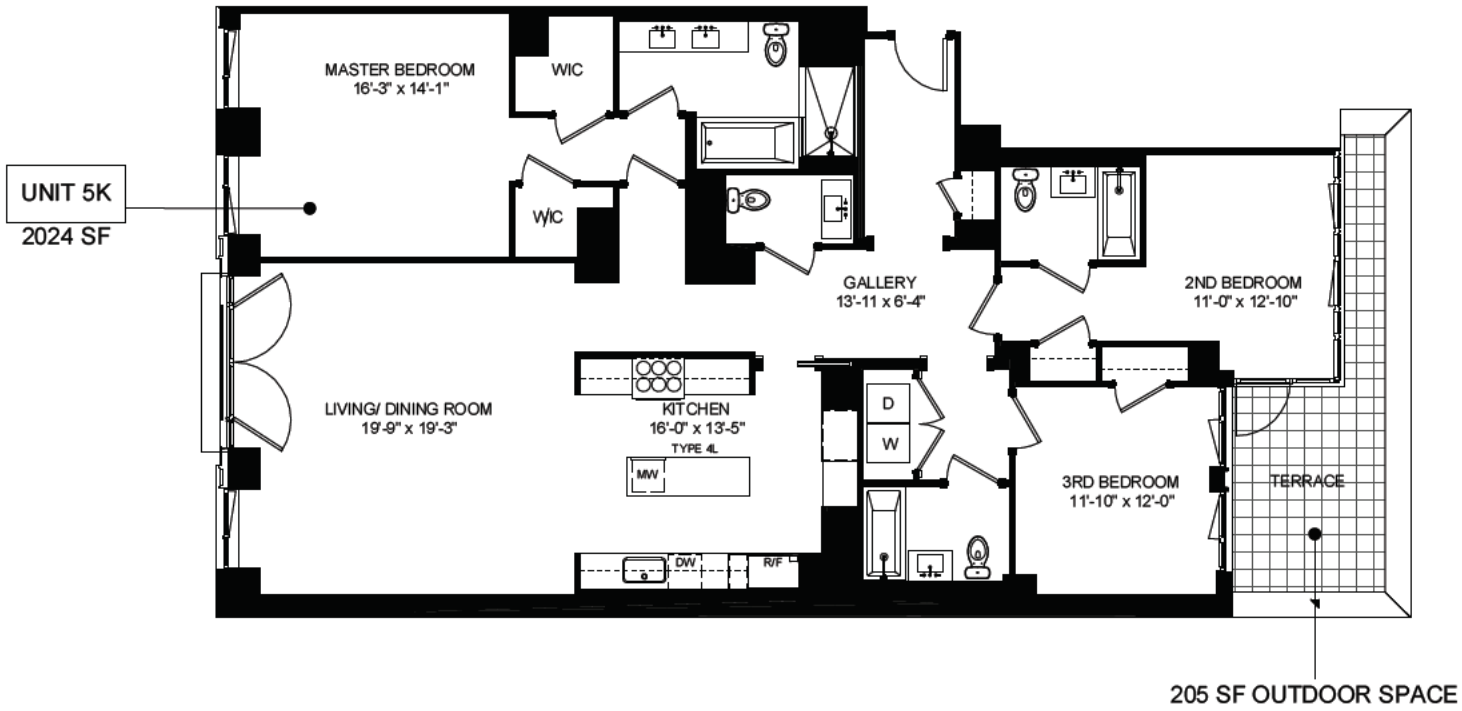


3/32" = 1'-0"

ALL D MENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND D MENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS.

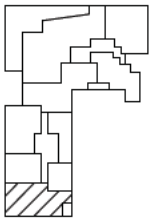
NOTED D MENSIONS REFLECT NTERIOR D MENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




155 WEST 11TH STREET
NEW YORK, NY

UNIT 5K
3 BEDROOMS
3.5 BATHS
2024 SF
205 SF OUTDOOR SPACE







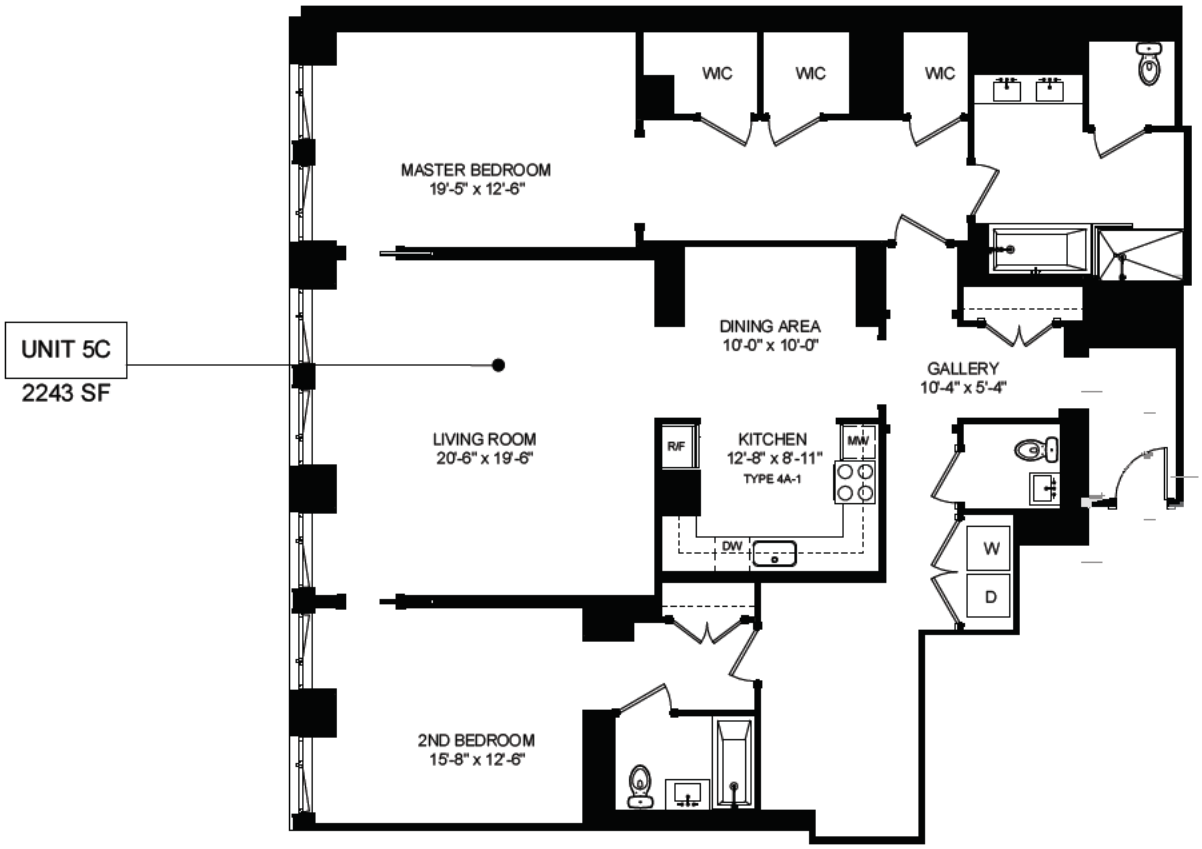


3/32" = 1'-0"

ALL D MENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND D MENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS.

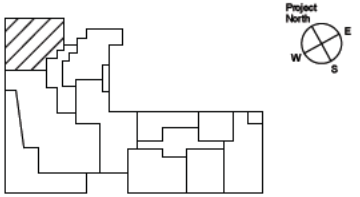
NOTED D MENSIONS REFLECT NTERIOR D MENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




155 WEST 11TH STREET
NEW YORK, NY

UNIT 5C
2 BEDROOMS
2.5 BATHS
2243 SF





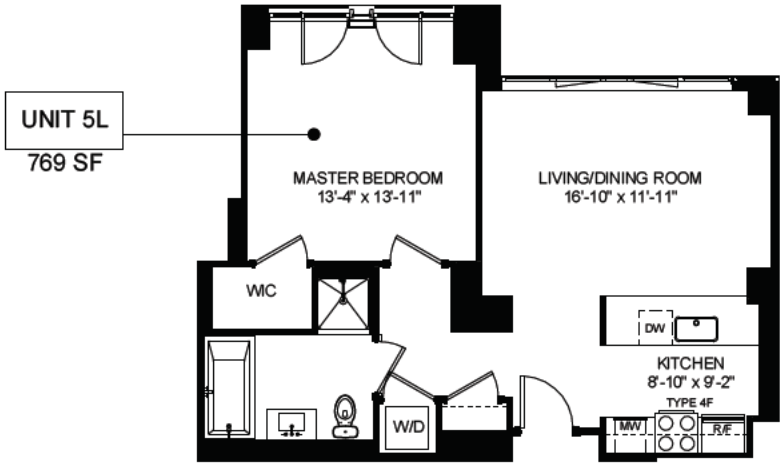


3/32" = 1'-0"

ALL D MENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND D MENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS.

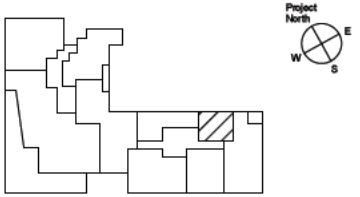
NOTED D MENSIONS REFLECT NTERIOR D MENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




155 WEST 11TH STREET
NEW YORK, NY

UNIT 5L
1 BEDROOM
1 BATH
769 SF





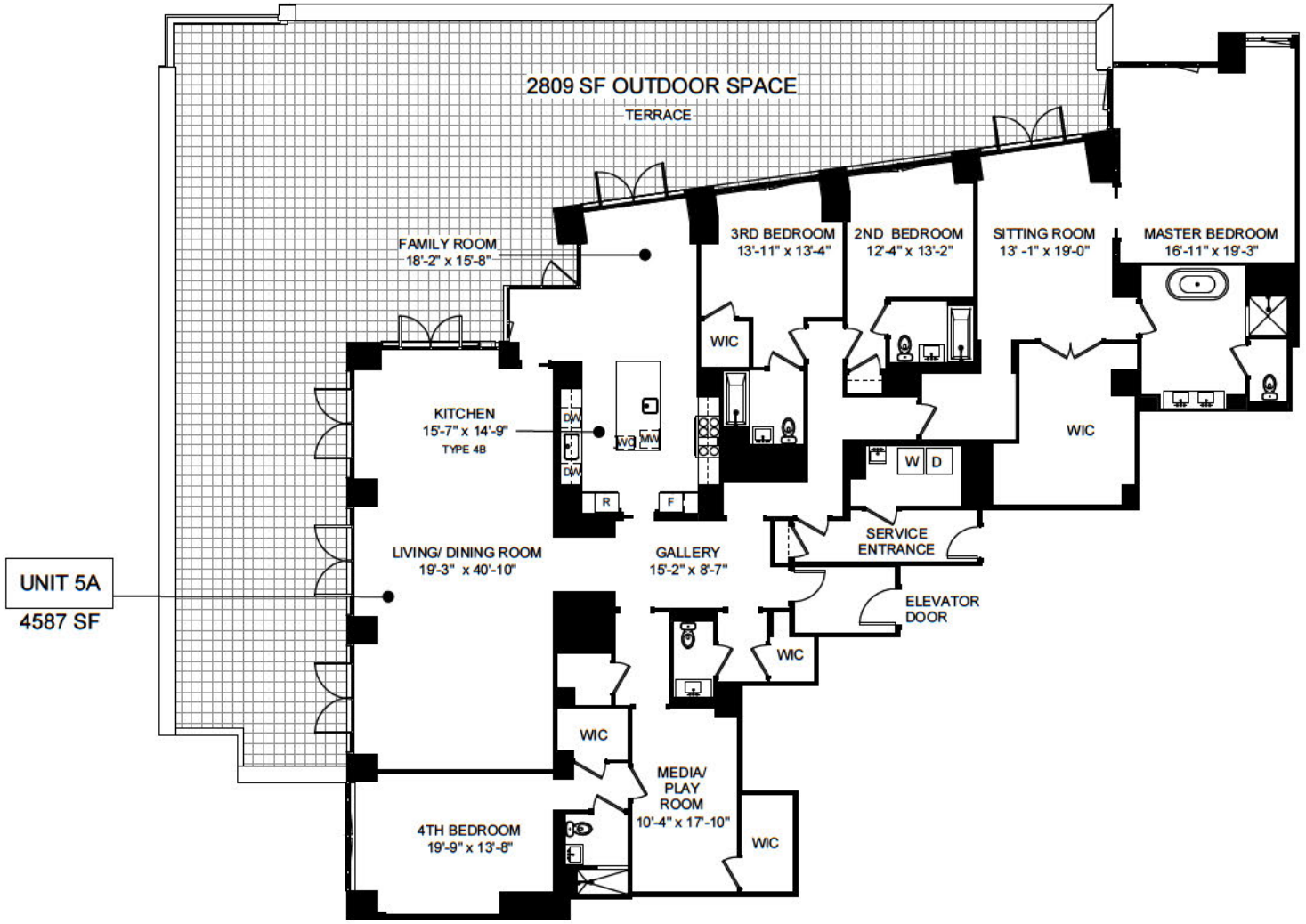


3/32" = 1'-0"

ALL D MENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND D MENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS.

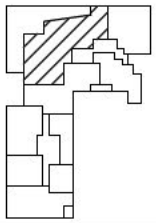
NOTED D MENSIONS REFLECT NTERIOR D MENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




155 WEST 11TH STREET
NEW YORK, NY

UNIT 5A
4 BEDROOMS
4.5 BATHS
4587 SF
2809 SF OUTDOOR SPACE







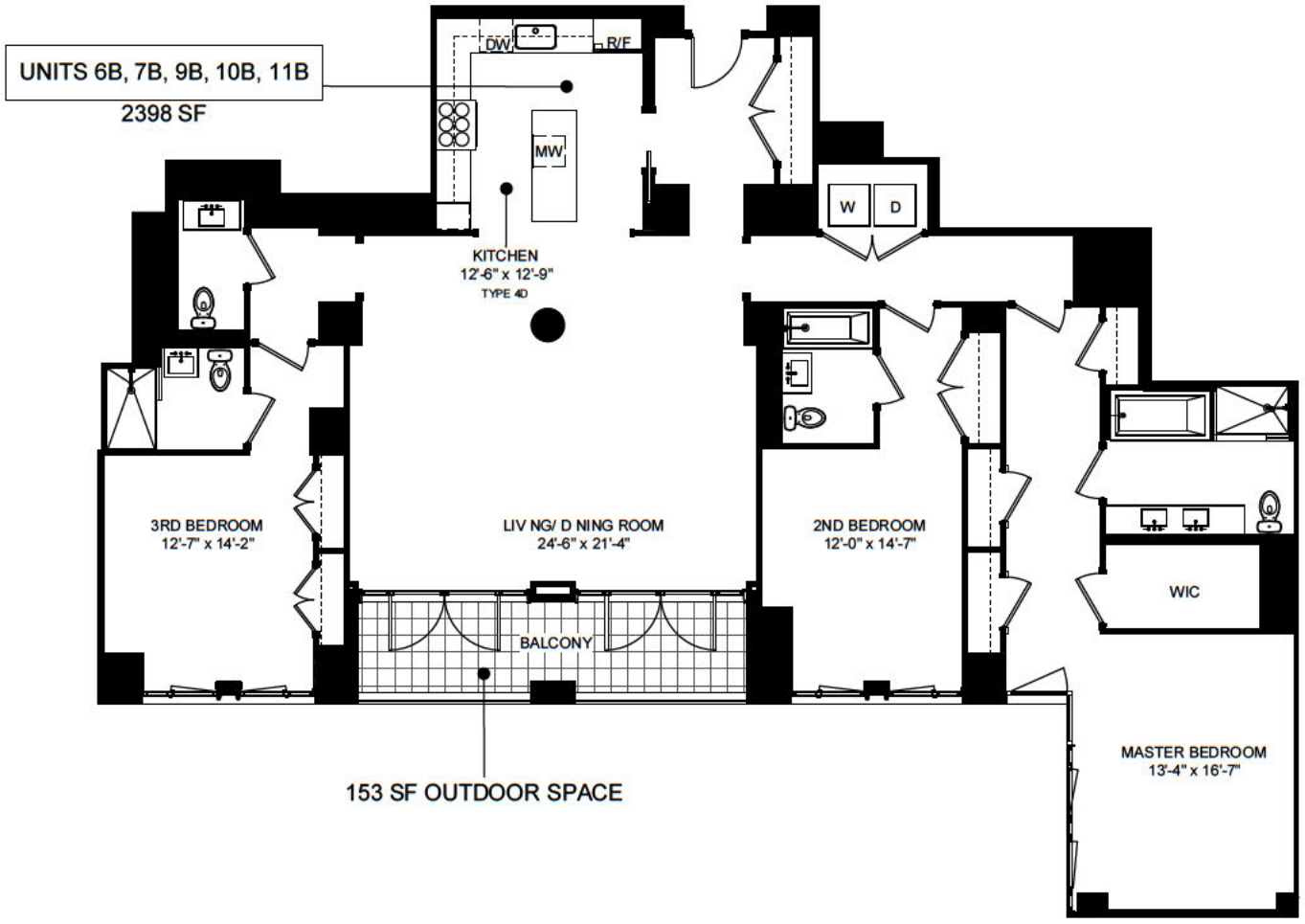


1/16" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTA N MINOR VARIATIONS BETWEEN FLOORS.

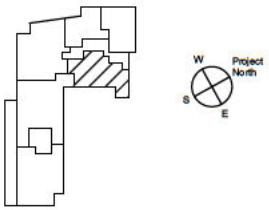
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




155 WEST 11TH STREET
NEW YORK, NY

UNITS 6B, 7B, 9B, 10B, 11B
3 BEDROOMS
3.5 BATH
2398 SF
153 SF OUTDOOR SPACE



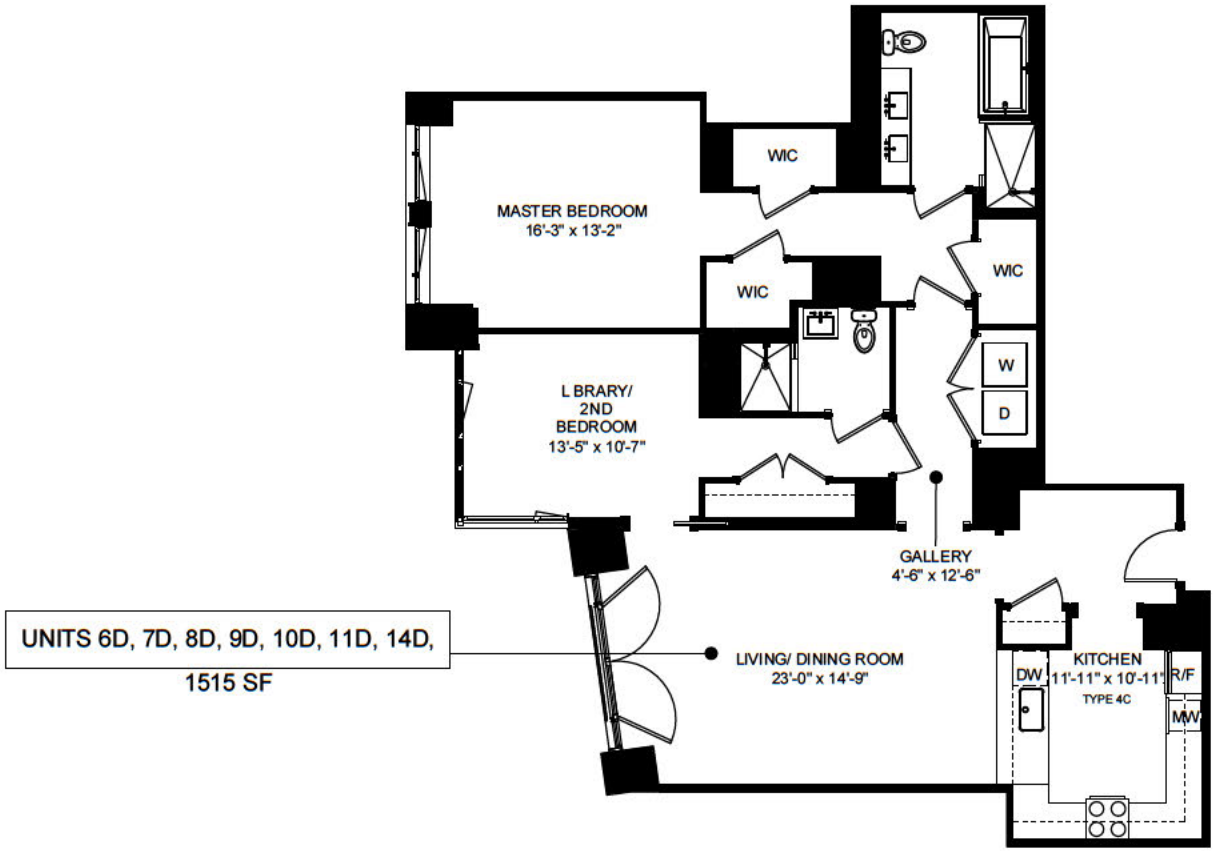

0' 4' 8' 12'

3/32" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTA N MINOR VARIATIONS BETWEEN FLOORS.

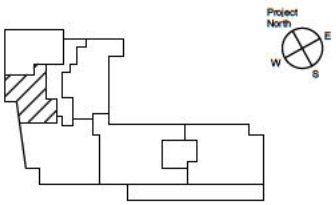
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




155 WEST 11TH STREET
NEW YORK, NY

UNITS 6D, 7D, 8D, 9D, 10D, 11D, 14D
2 BEDROOMS
2 BATHS
1515 SF



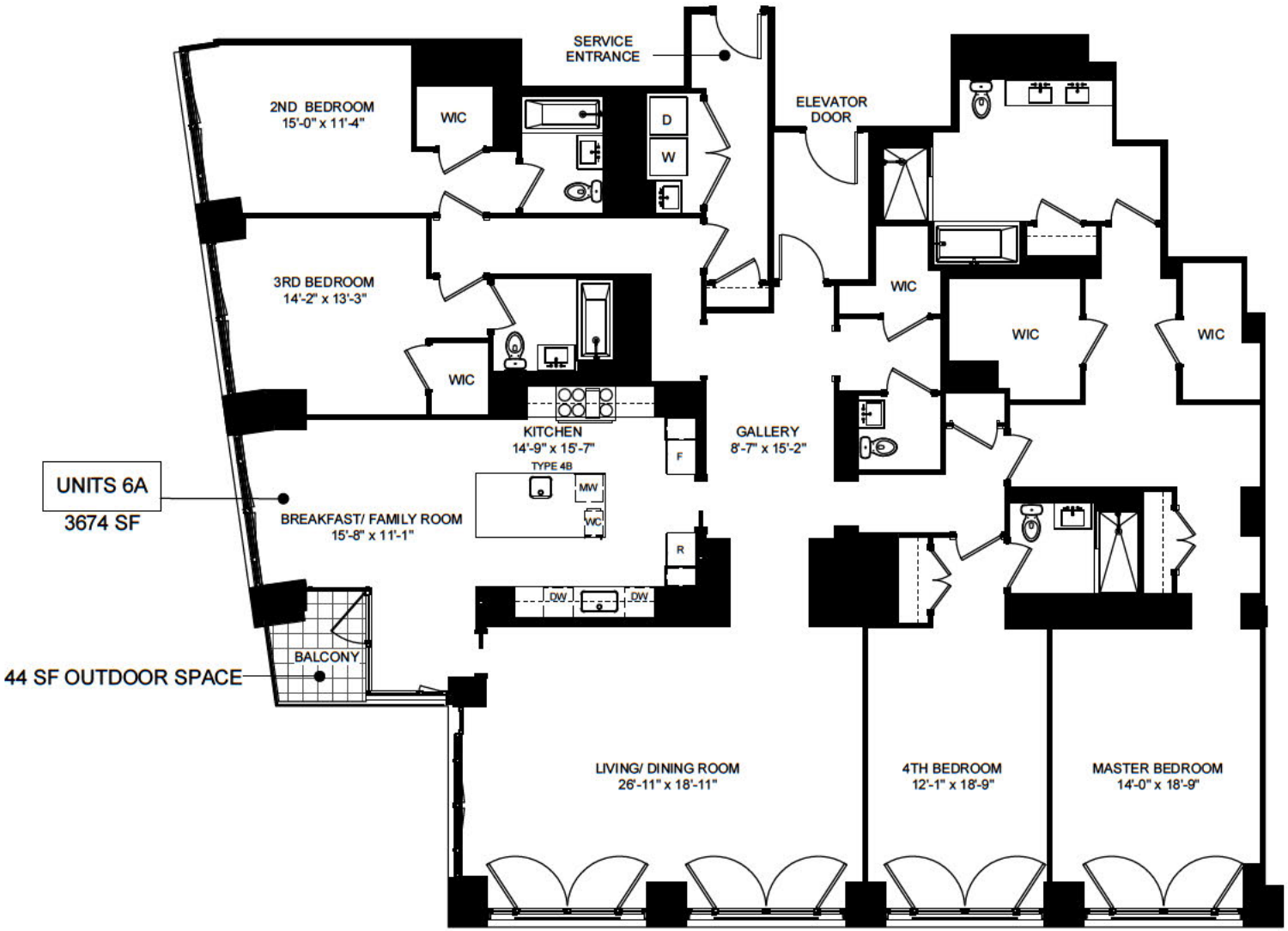

0' 4' 8' 12'

3/32" = 1'-0"

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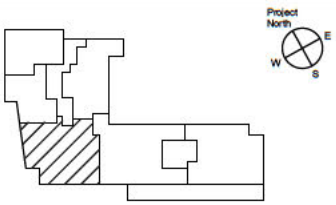
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




155 WEST 11TH STREET
NEW YORK, NY

UNITS 6A
4 BEDROOMS
4.5 BATHS
3674 SF
44 SF OUTDOOR SPACE



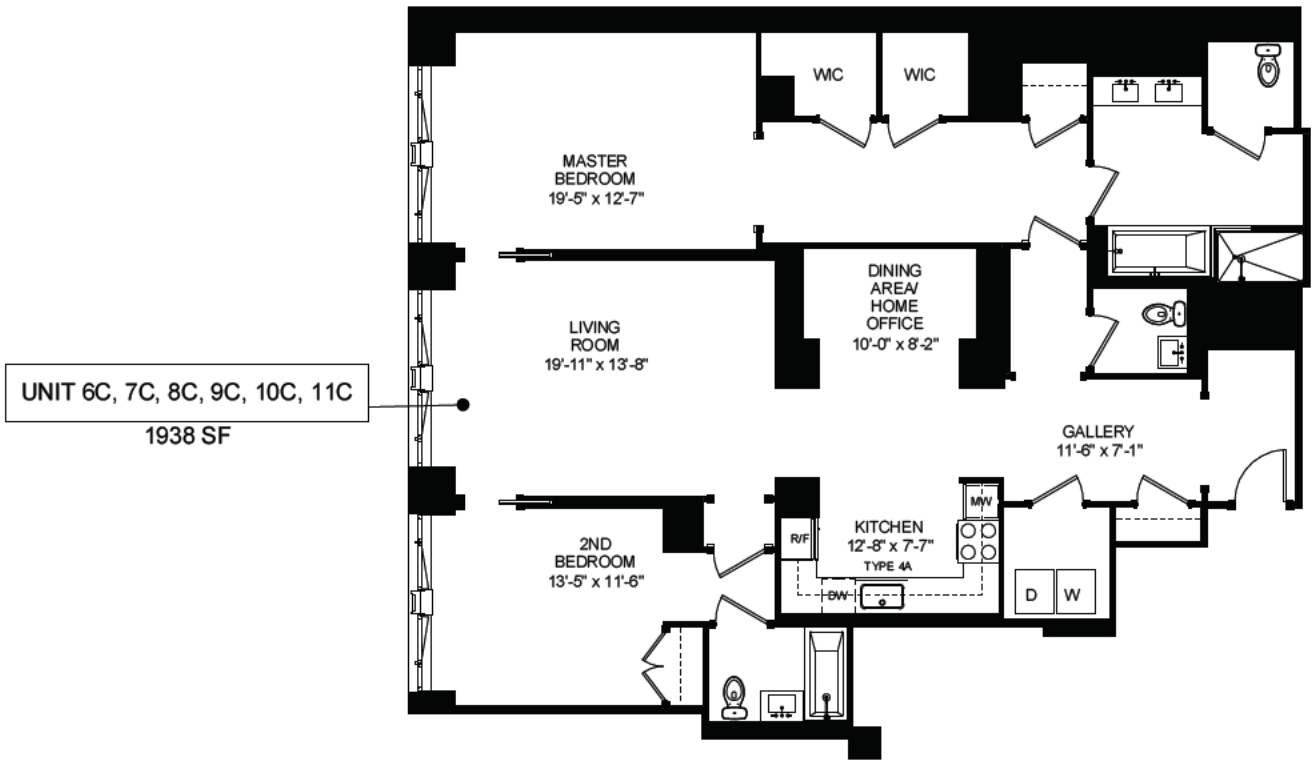

0' 4' 8' 12'

3/32" = 1'-0"

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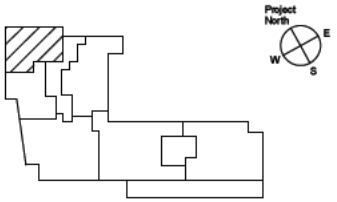
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




155 WEST 11TH STREET
NEW YORK, NY

UNITS 6C, 7C, 8C, 9C, 10C, 11C
2 BEDROOMS
2.5 BATHS
1938 SF





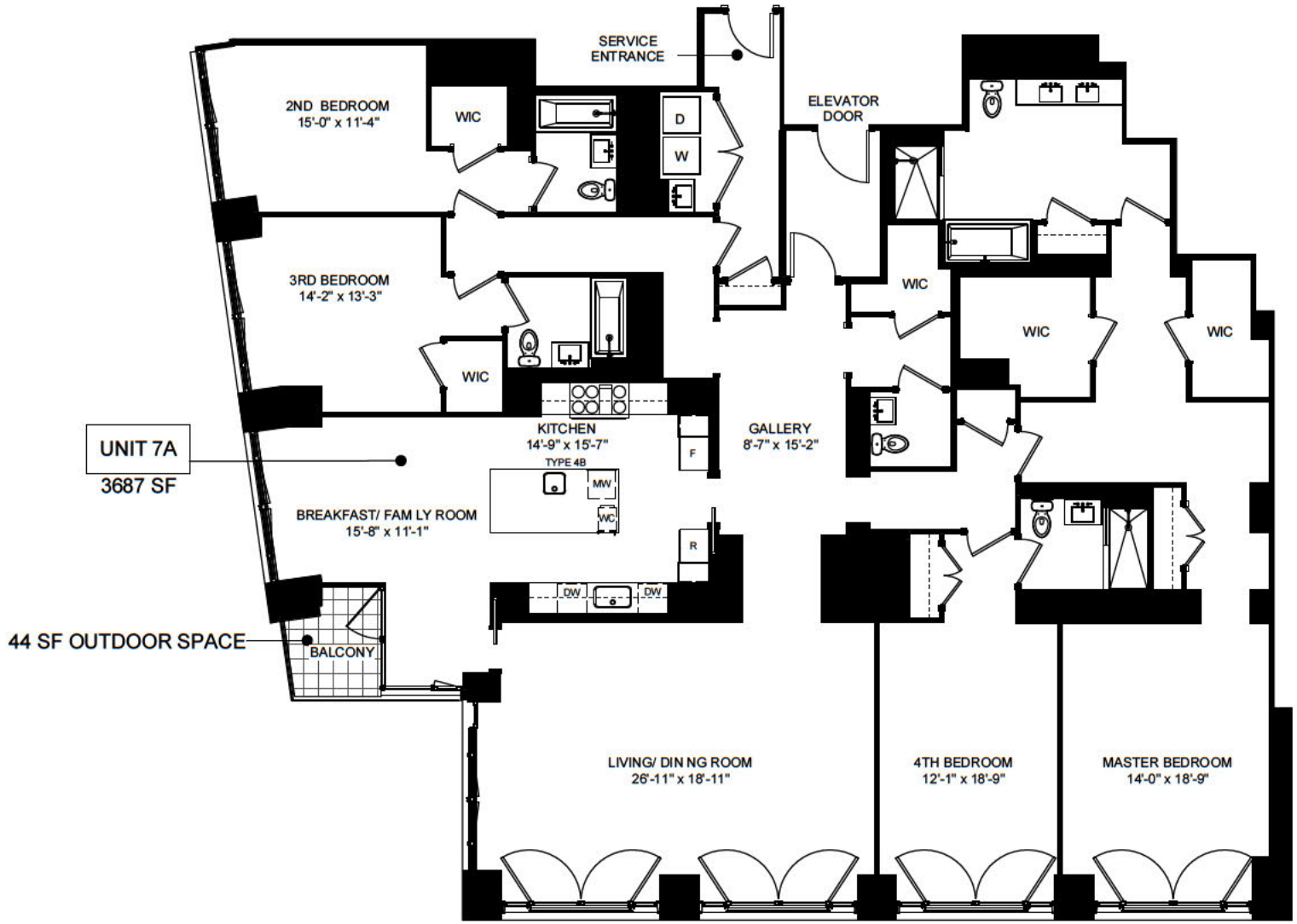


3/32" = 1'-0"

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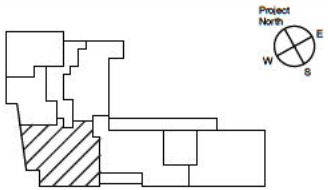
NOTED D MENSIONS REFLECT NTERIOR D MENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




155 WEST 11TH STREET
NEW YORK, NY

UNIT 7A
4 BEDROOMS
4.5 BATHS
3687 SF
44 SF OUTDOOR SPACE



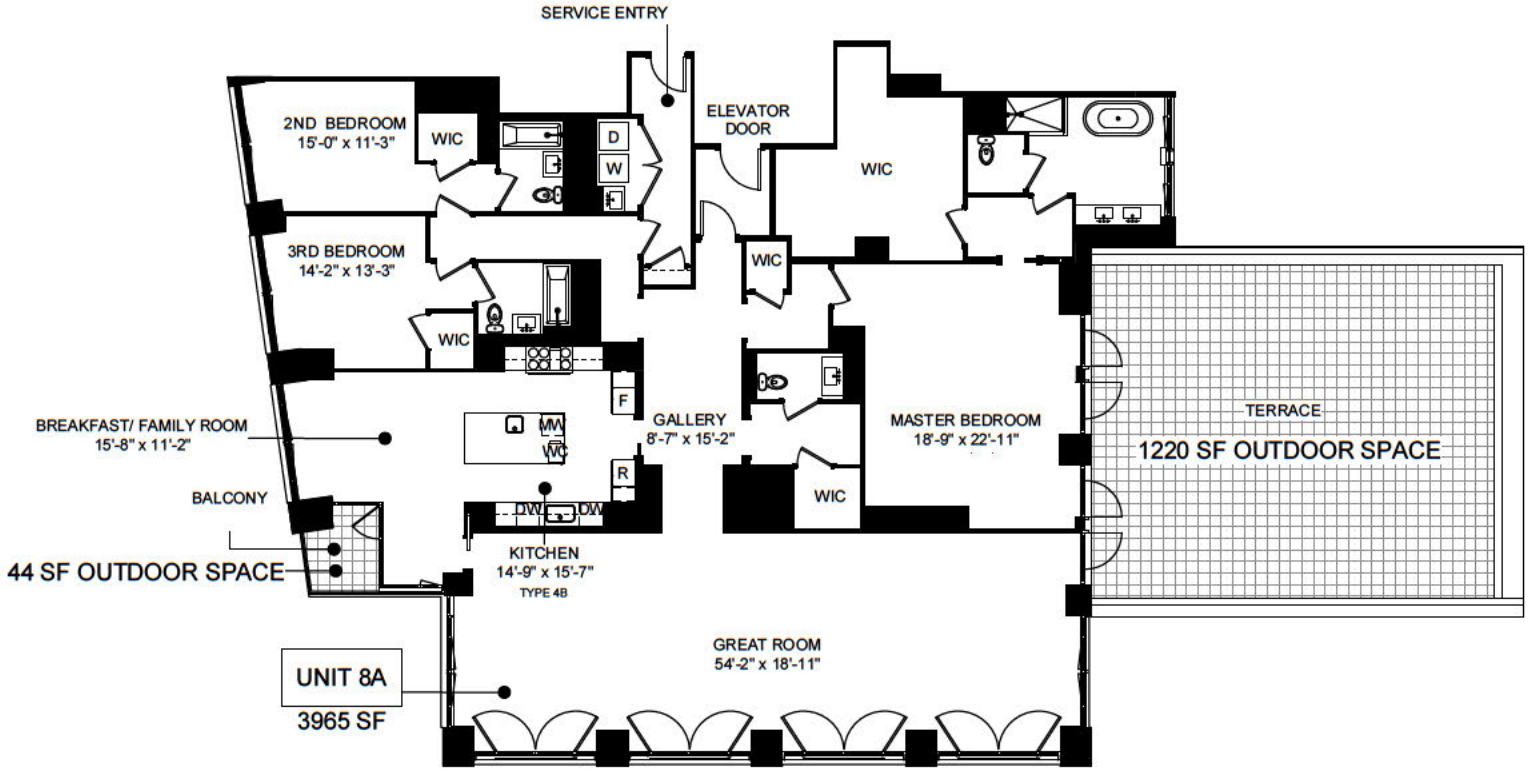

0' 4' 8' 12'

3/32" = 1'-0"

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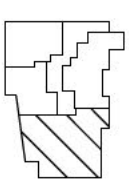
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




155 WEST 11TH STREET
NEW YORK, NY

UNIT 8A
3 BEDROOMS
3.5 BATHS
3965 SF
1264 SF OUTDOOR SPACE







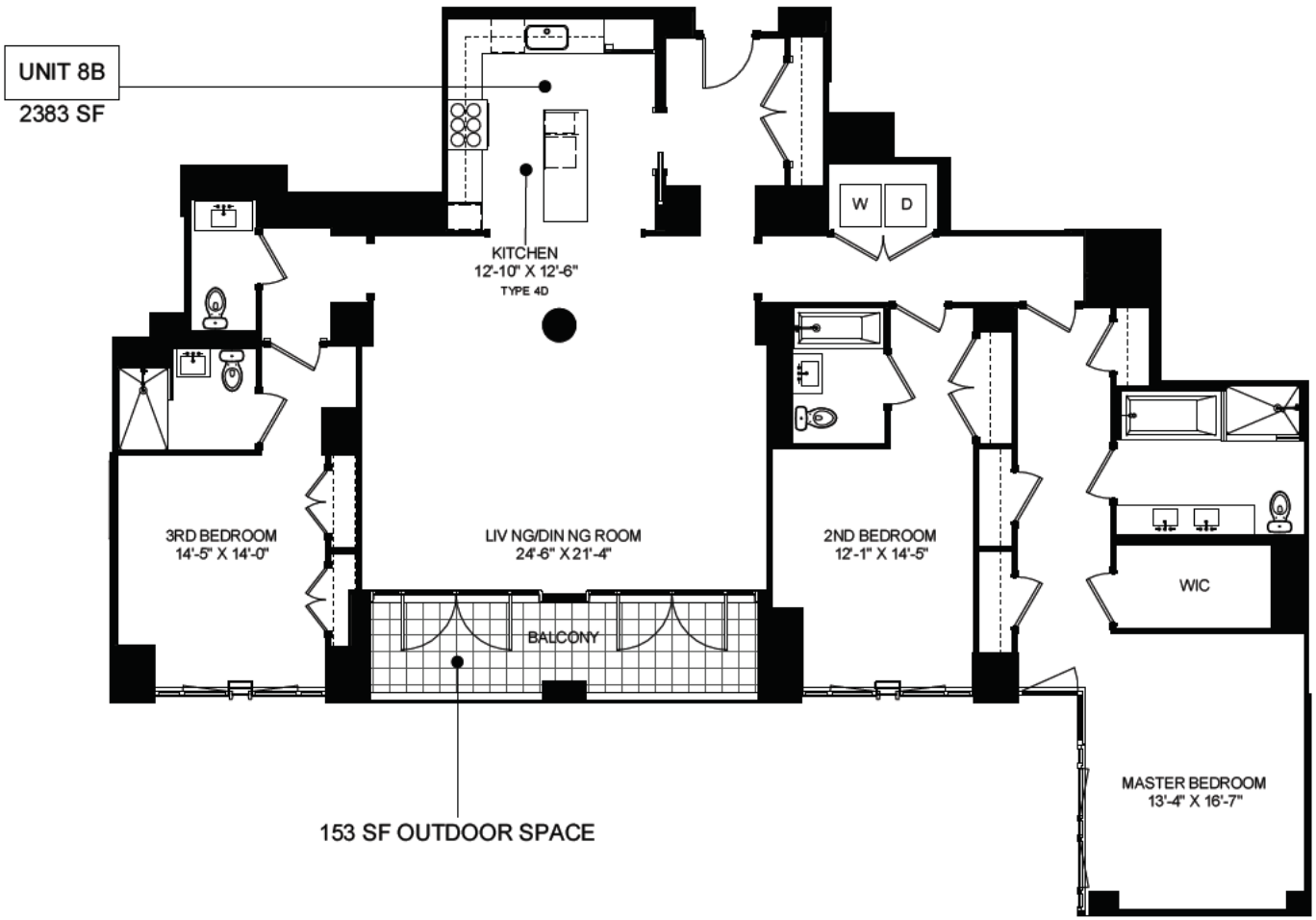


1/16" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTA N MINOR VARIATIONS BETWEEN FLOORS.

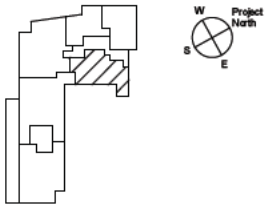
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




155 WEST 11TH STREET
NEW YORK, NY

UNIT 8B
3 BEDROOMS
3.5 BATHS
2383 SF
153 SF OUTSIDE





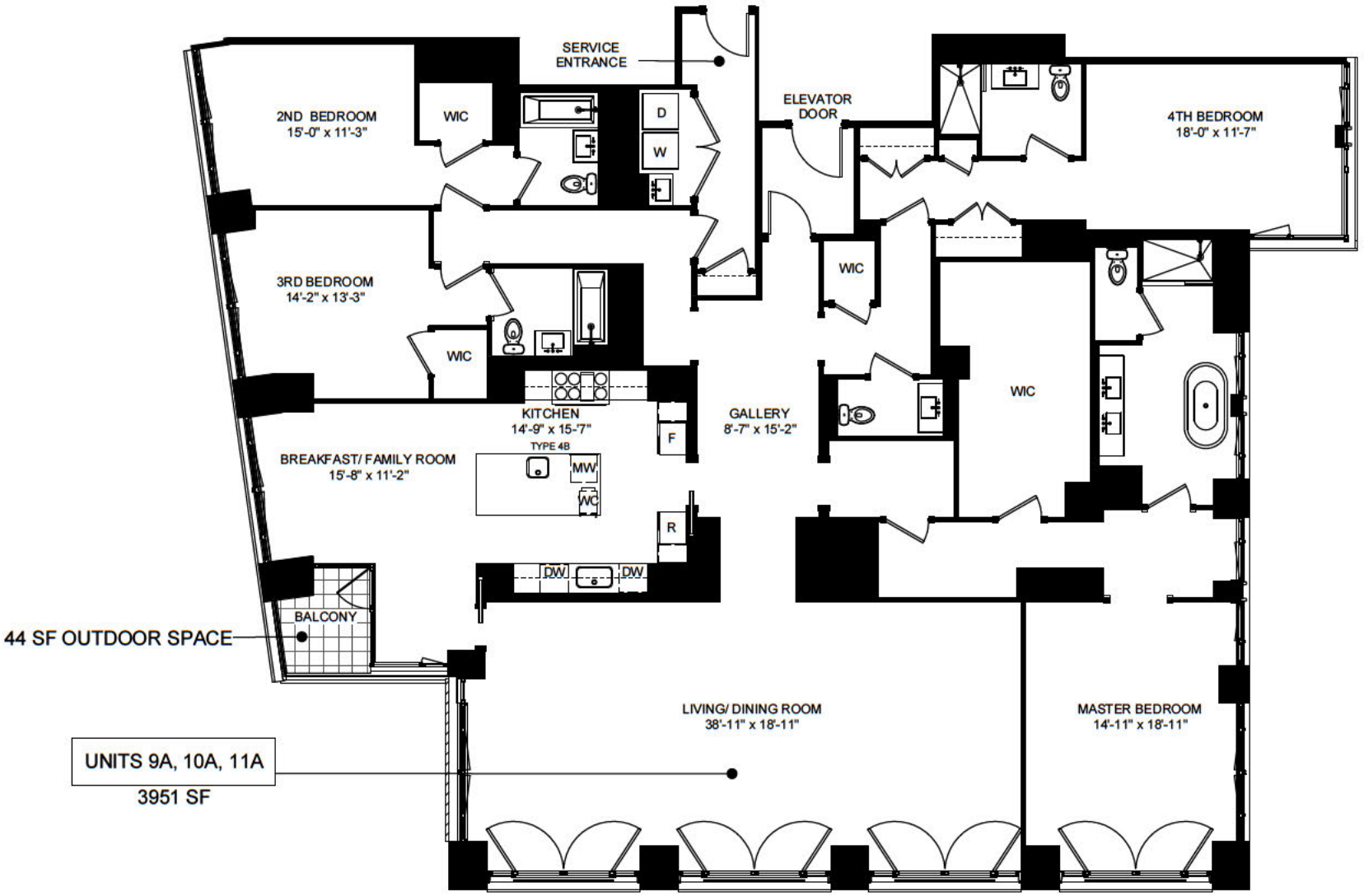


3/32" = 1'-0"

ALL D MENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND D MENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS.

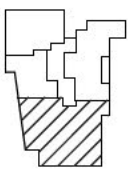
NOTED D MENSIONS REFLECT NTERIOR D MENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




155 WEST 11TH STREET
NEW YORK, NY

UNITS 9A, 10A, 11A
4 BEDROOMS
4.5 BATHS
3951 SF
44 SF OUTDOOR SPACE



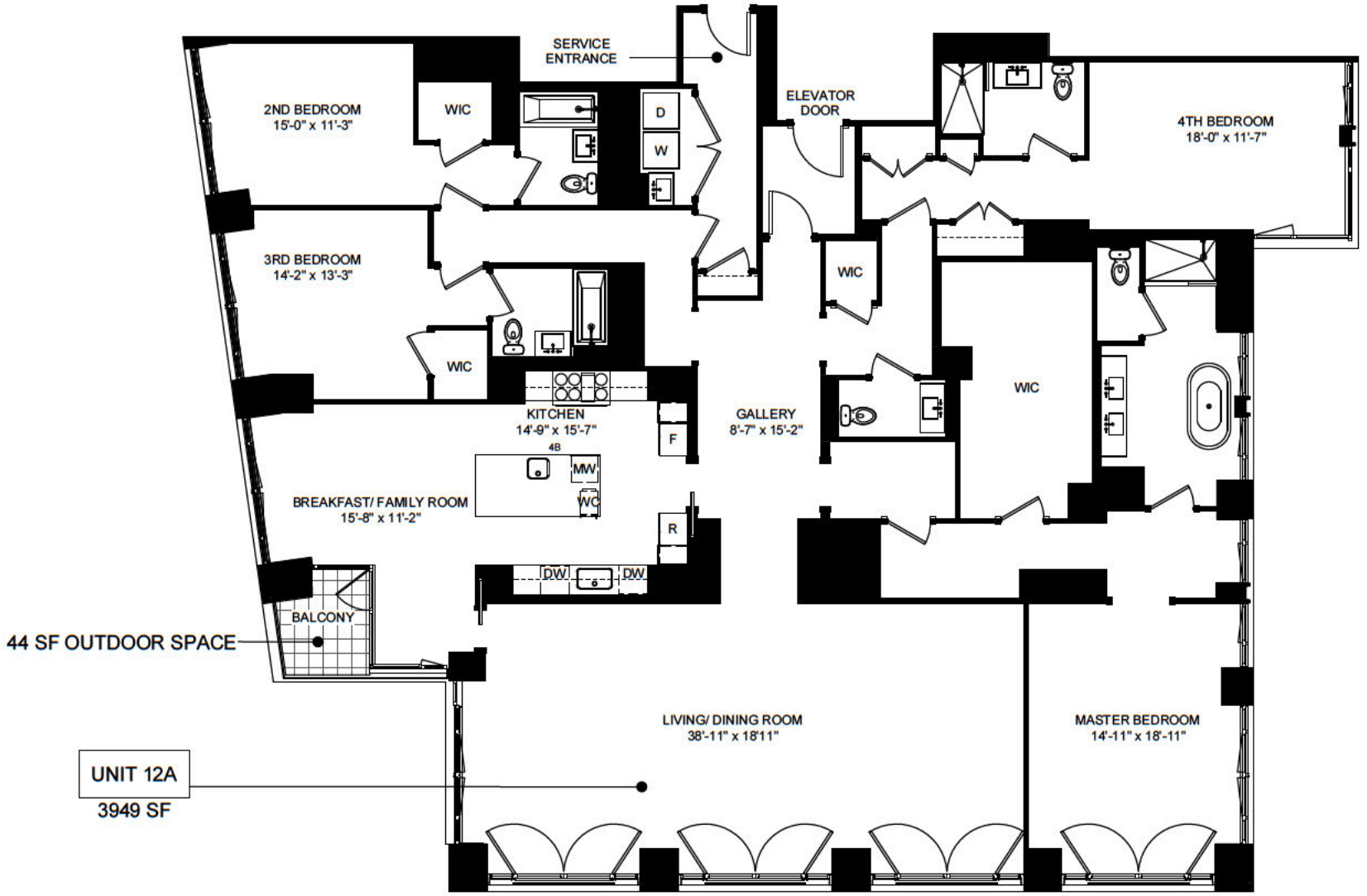

0' 4' 8' 12'

3/32" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTA N MINOR VARIATIONS BETWEEN FLOORS.

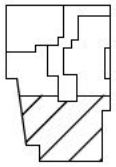
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




155 WEST 11TH STREET
NEW YORK, NY

UNIT 12A
4 BEDROOMS
4.5 BATHS
3949 SF
44 SF OUTDOOR SPACE





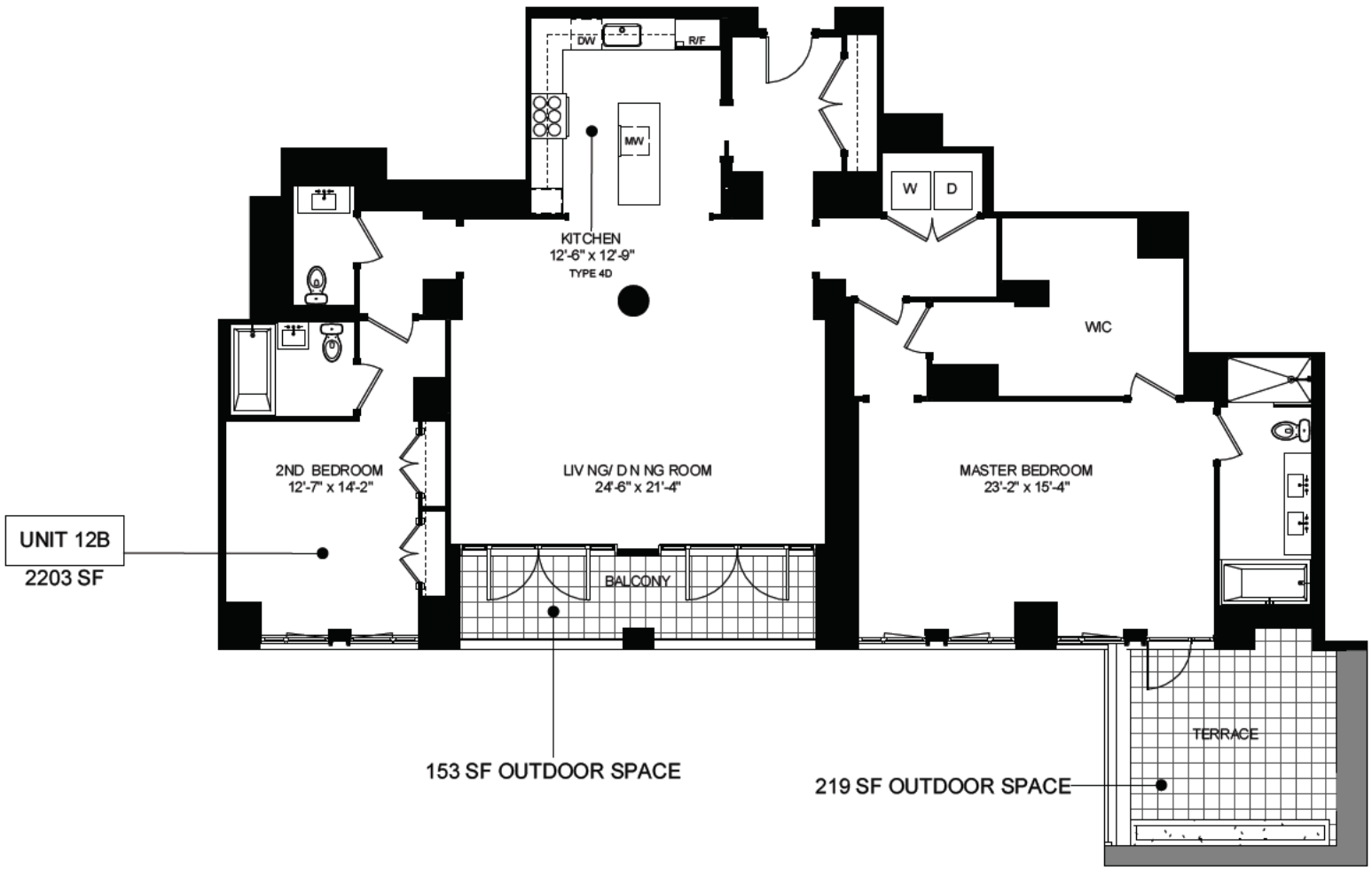


3/32" = 1'-0"

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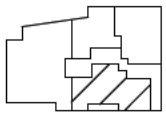
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




155 WEST 11TH STREET
NEW YORK, NY

UNIT 12B
2 BEDROOMS
2.5 BATHS
2203 SF
372 SF OUTS DE SPACE







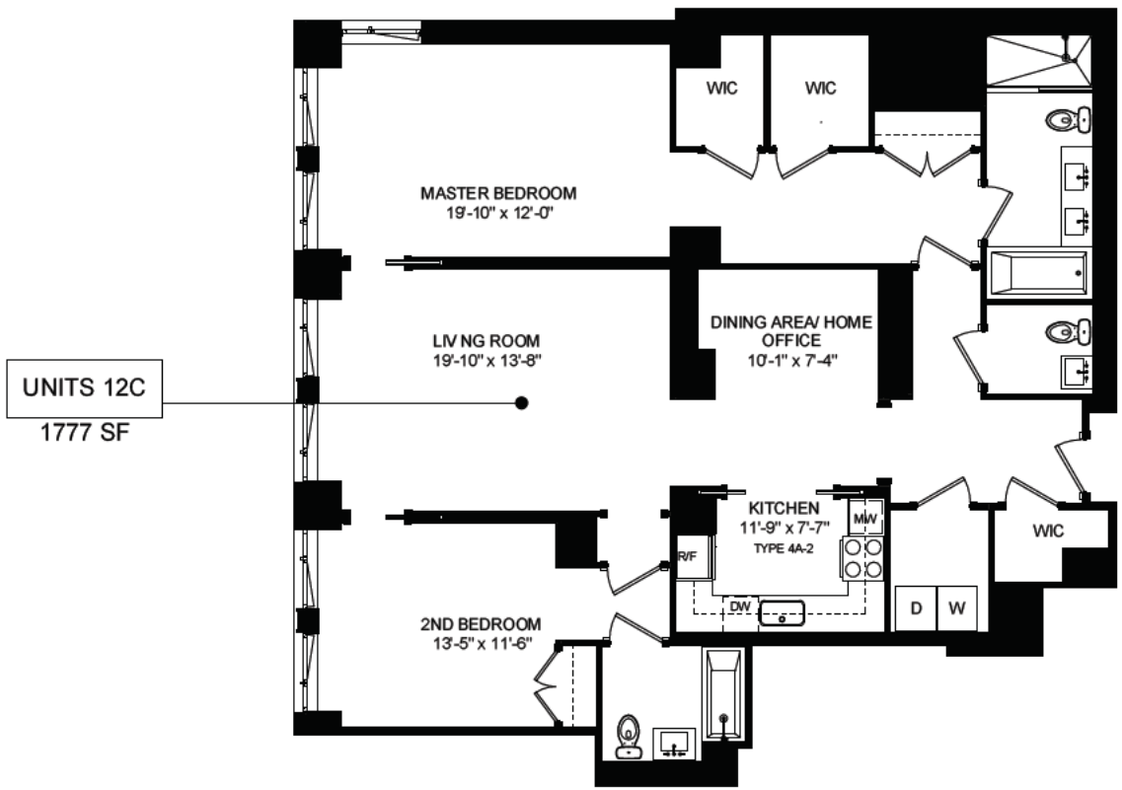


3/32" = 1'-0"

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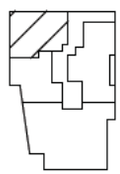
NOTED D MENSIONS REFLECT NTERIOR D MENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




155 WEST 11TH STREET
NEW YORK, NY

UNITS 12C
2 BEDROOMS
2 5 BATHS
1777 SF







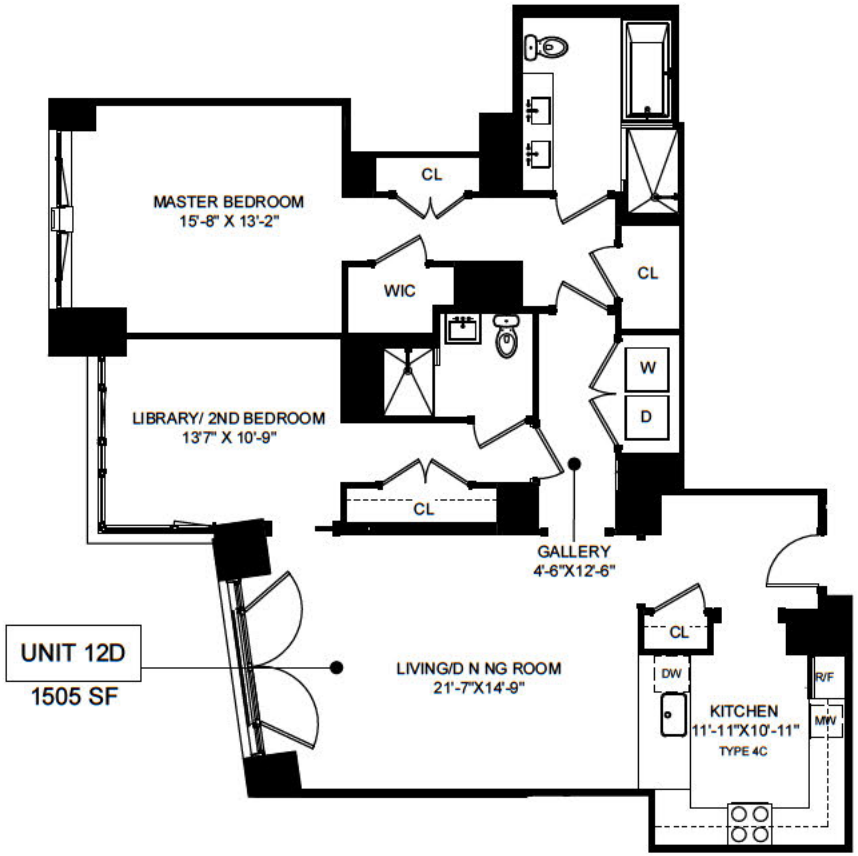


3/32" = 1'-0"

ALL D MENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTA N M NOR VARIATIONS BETWEEN FLOORS.

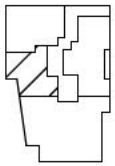
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




155 WEST 11TH STREET
NEW YORK, NY

UNIT 12D
2 BEDROOMS
2 BATHS
1505 SF







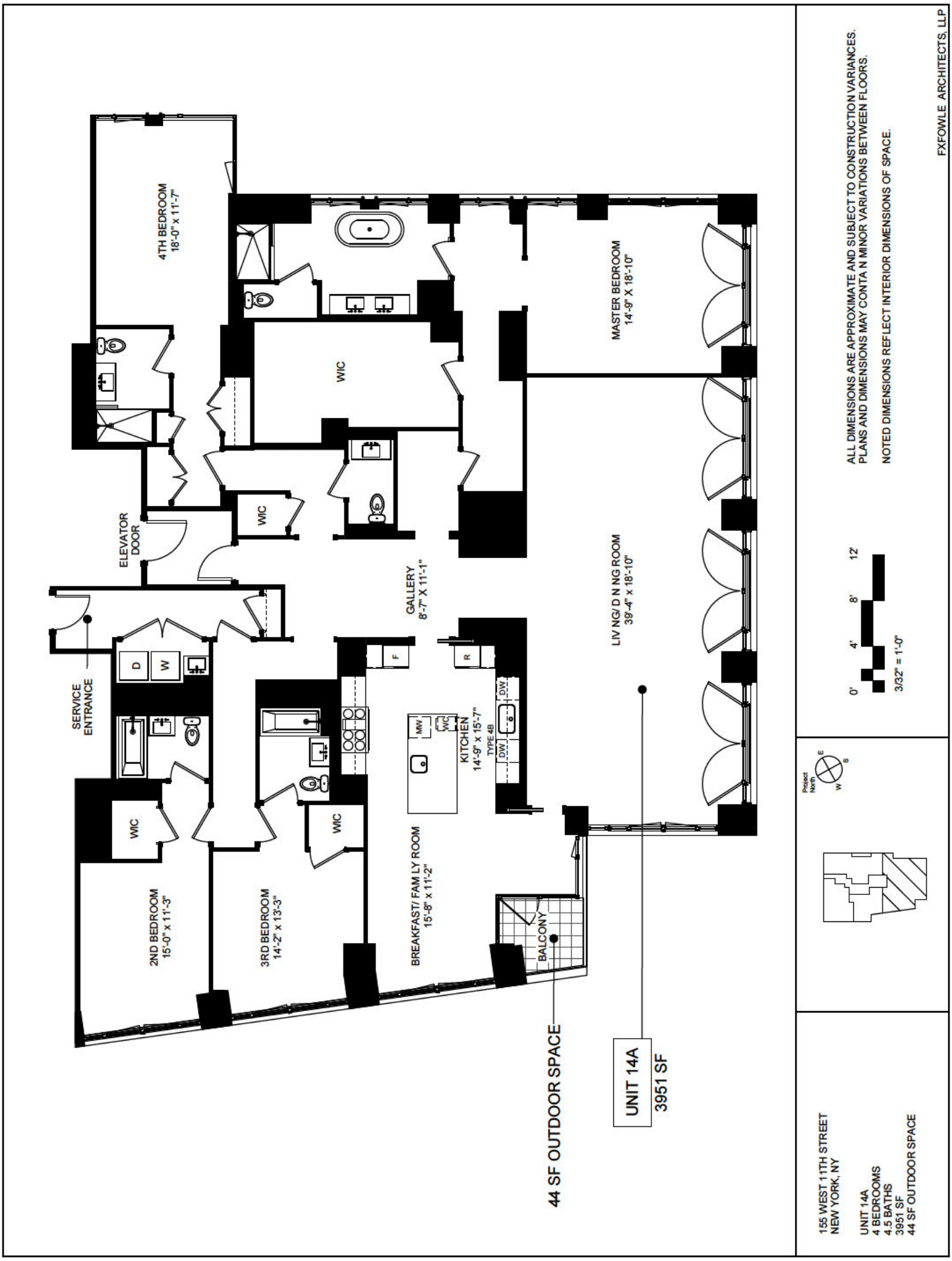


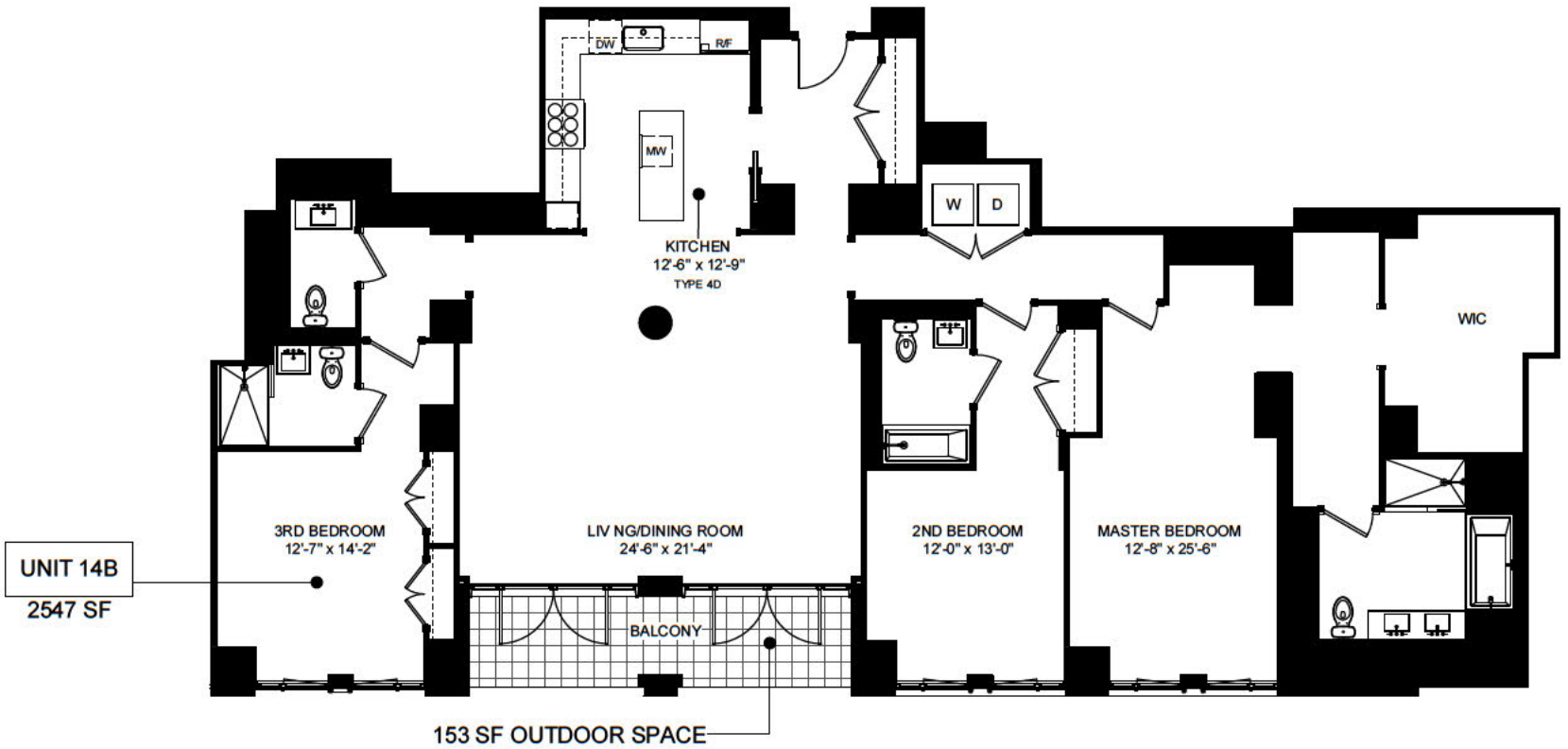
3/32" = 1'-0"

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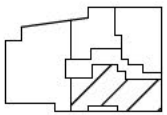
FXFOWLE ARCHITECTS, LLP


4TH BEDROOM
18'-0" x 11'-7"
WIC
MASTER BEDROOM
14'-9" X 18'-10"
ELEVATOR
DOOR
WIC
GALLERY
8'-7" X 11'-1"
LIV NG/ D N NG ROOM
39'-4" x 18'-10"
SERVICE
ENTRANCE
D
W
F
R
KITCHEN
14'-9" x 15'-7"
TYPE 4B
MW
WIC
DW
DW
WIC
WIC
2ND BEDROOM
15'-0" x 11'-3"
3RD BEDROOM
14'-2" x 13'-3"
BREAKFAST/ FAM LY ROOM
15'-8" x 11'-2"
BALCONY
44 SF OUTDOOR SPACE
UNIT 14A
3951 SF
Project
North
0'
4'
8'
12'
3/32" = 1'-0"
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.
PLANS AND DIMENSIONS MAY CONTA N MINOR VARIATIONS BETWEEN FLOORS.
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.
FXFOWLE ARCHITECTS, LLP
155 WEST 11TH STREET
NEW YORK, NY
UNIT 14A
4 BEDROOMS
4.5 BATHS
3951 SF
44 SF OUTDOOR SPACE




155 WEST 11TH STREET
NEW YORK, NY

UNIT 14B
3 BEDROOMS
3.5 BATHS
2547 SF
153 SF OUTDOOR SPACE







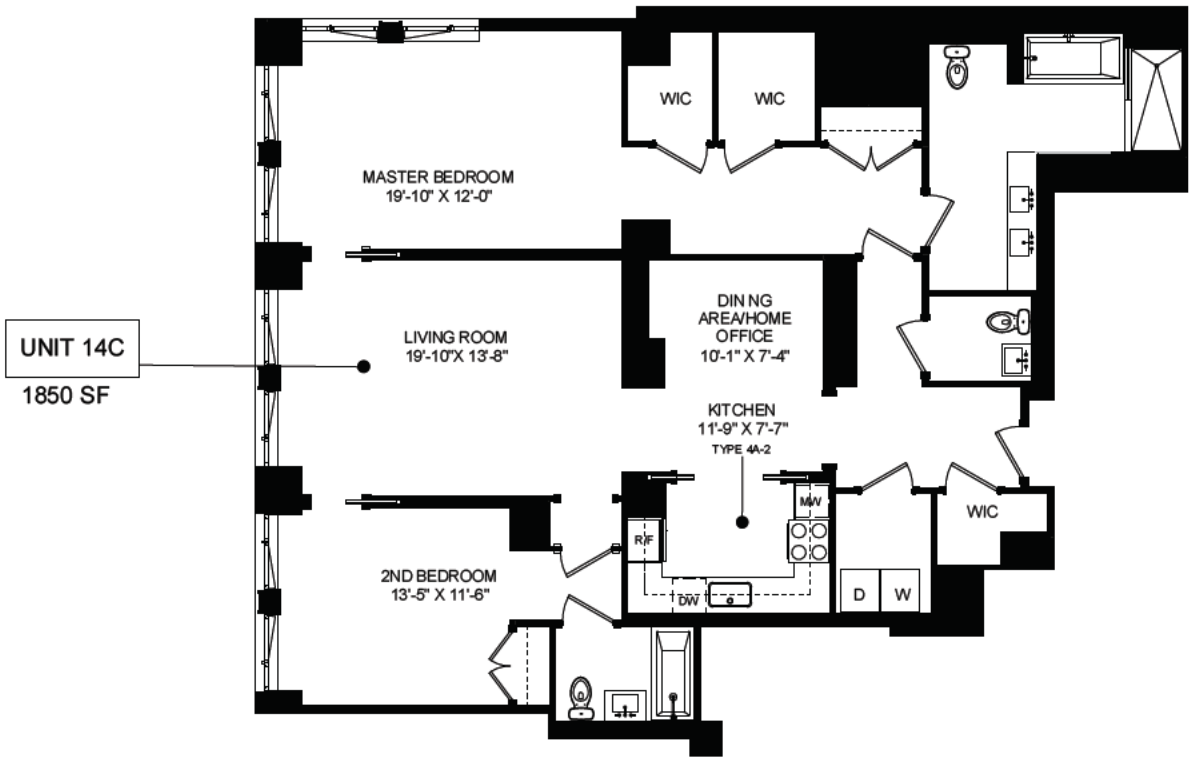


3/32" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTA N MINOR VARIATIONS BETWEEN FLOORS.

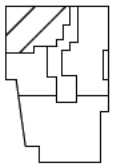
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




155 WEST 11TH STREET
NEW YORK, NY

UNIT 14C
2 BEDROOMS
2.5 BATHS
1850 SF







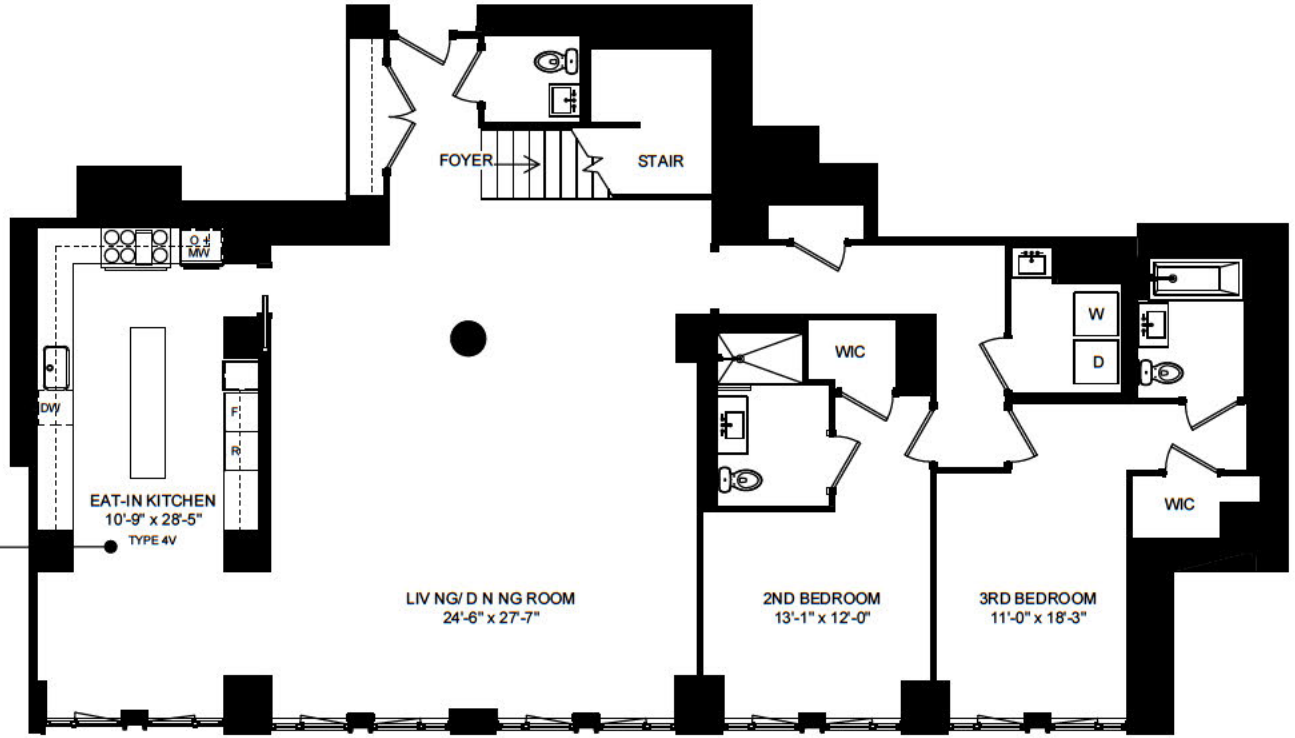


3/32" = 1'-0"

ALL D MENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND D MENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS.

NOTED D MENSIONS REFLECT NTERIOR D MENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP

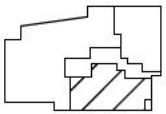



UNIT PH EAST FLOOR 15

2428 SF

155 WEST 11TH STREET
NEW YORK, NY

UNIT PH EAST
3 BEDROOMS
3.5 BATHS
3486 SF
355 OUTDOOR SPACE







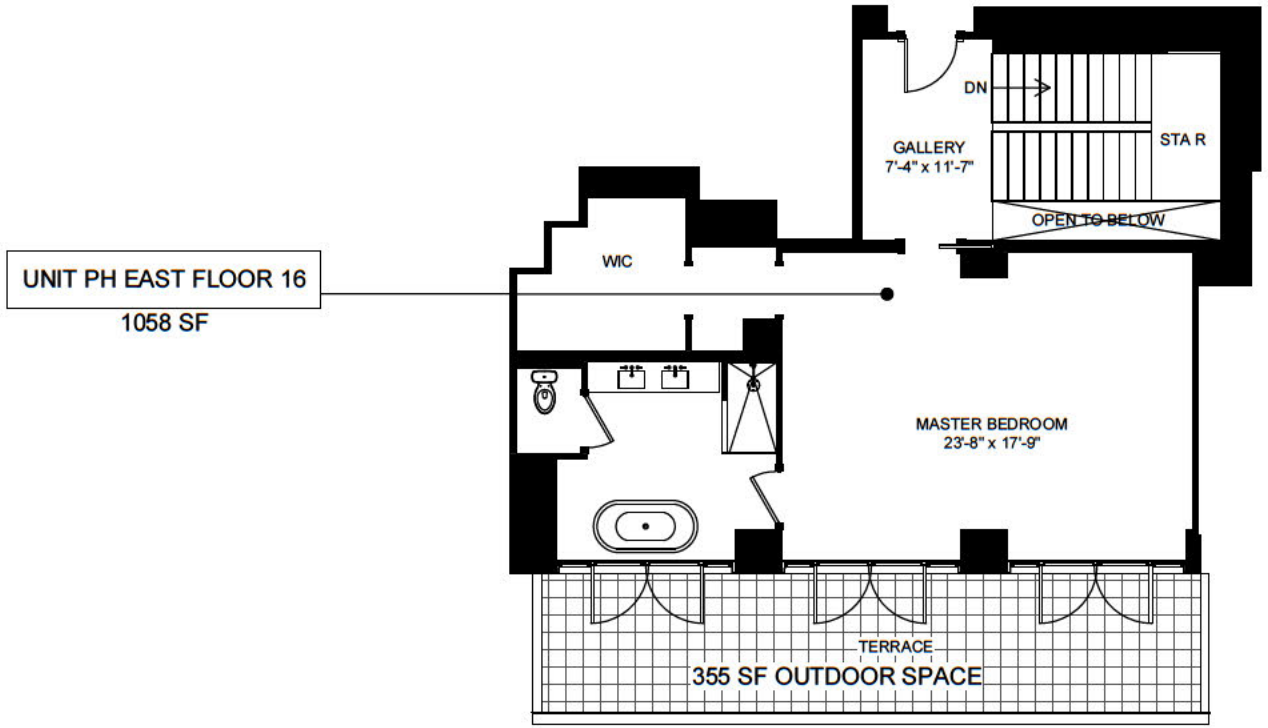


3/32" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTA N MINOR VARIATIONS BETWEEN FLOORS.

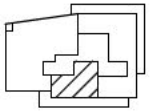
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




155 WEST 11TH STREET
NEW YORK, NY

UNIT PH EAST
3 BEDROOMS
3.5 BATHS
3486 SF
355 SF OUTDOOR SPACE







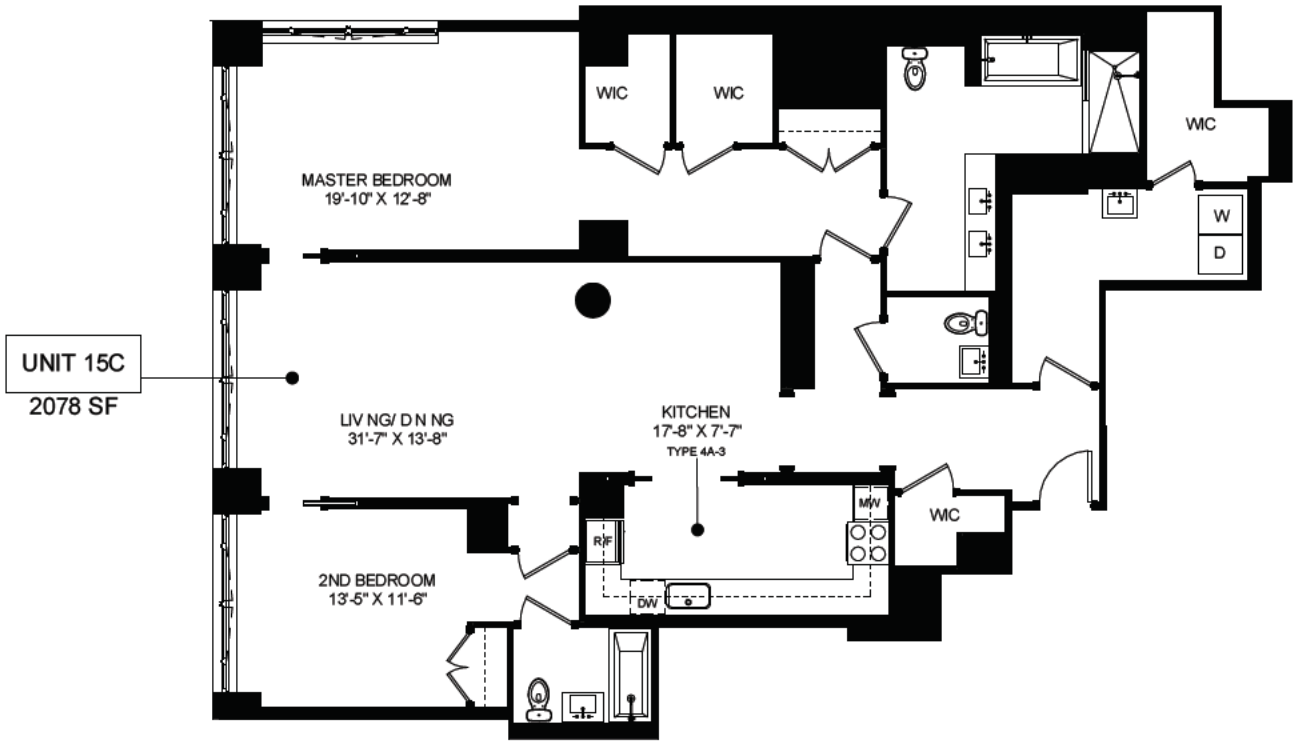


3/32" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTA N MINOR VARIATIONS BETWEEN FLOORS.

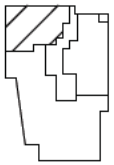
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




155 WEST 11TH STREET
NEW YORK, NY

UNIT 15C
2 BEDROOMS
2.5 BATHS
2078 SF







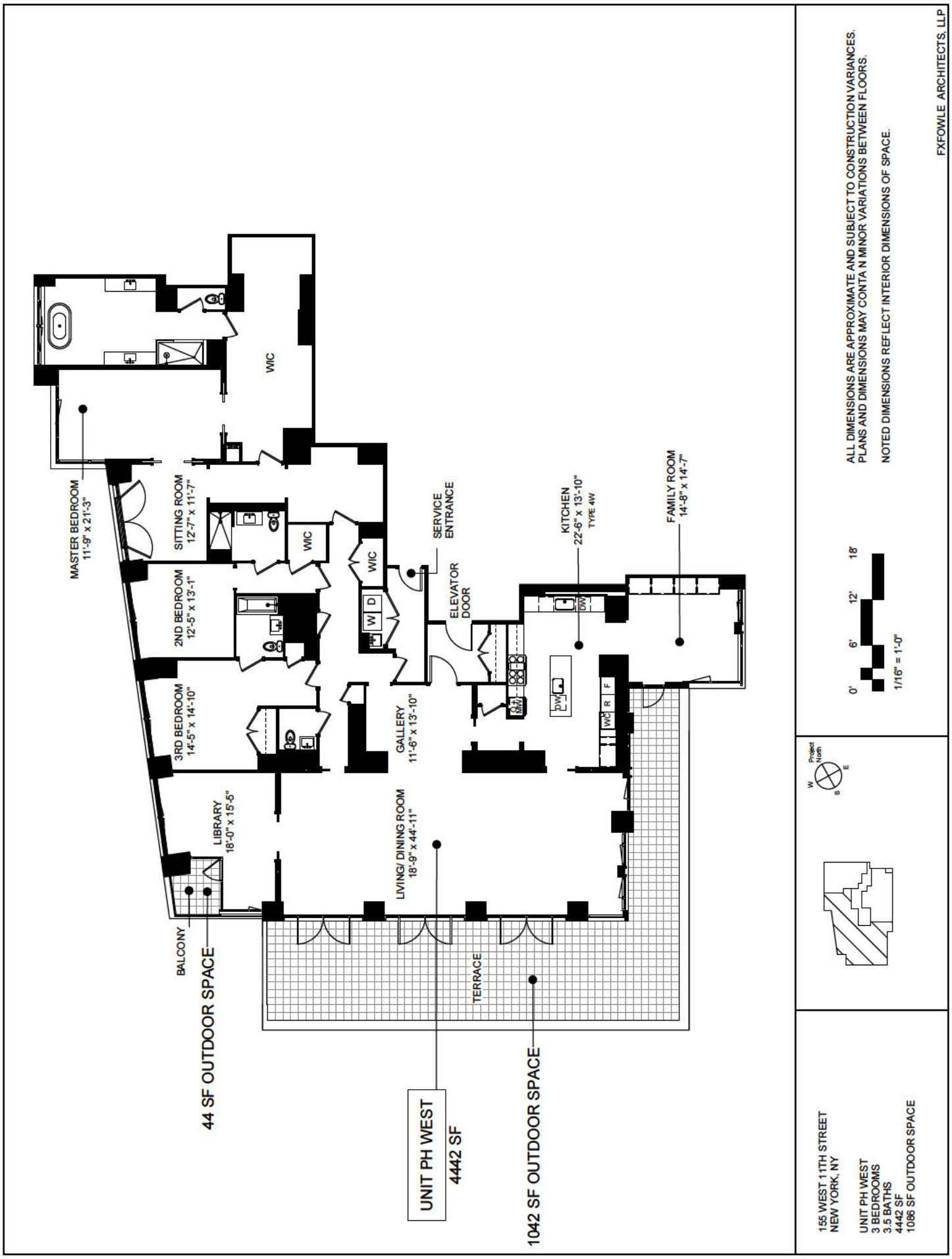


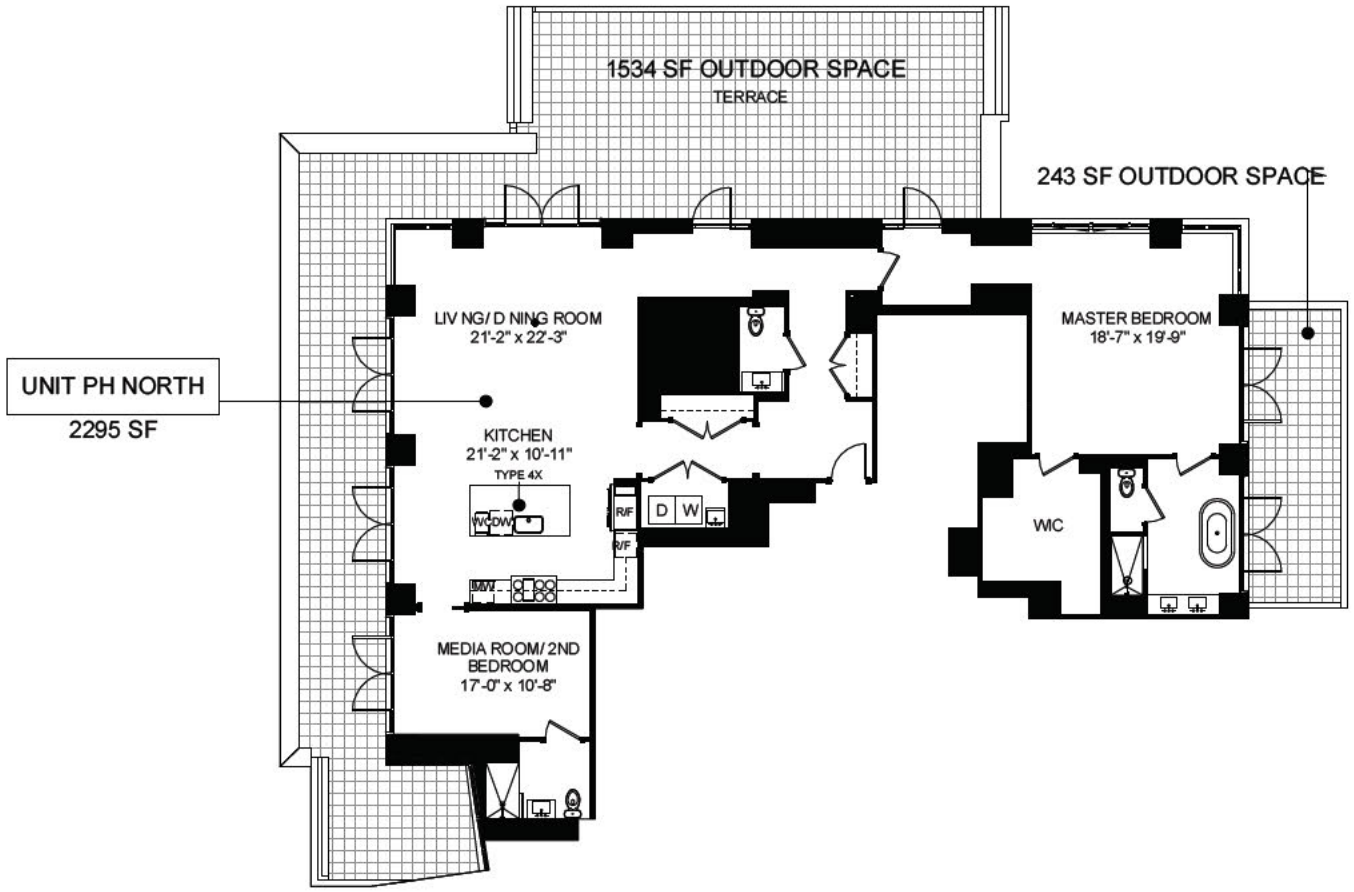
3/32" = 1'-0"

ALL D MENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND D MENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS.

NOTED D MENSIONS REFLECT NTERIOR D MENSIONS OF SPACE.

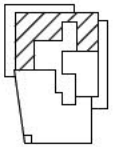
FXFOWLE ARCHITECTS, LLP


MASTER BEDROOM
11'-9" x 21'-3"
WIC
SITTING ROOM
12'-7" x 11'-7"
WIC
WIC
2ND BEDROOM
12'-5" x 13'-1"
W D
SERVICE ENTRANCE
ELEVATOR DOOR
KITCHEN
22'-6" x 13'-10"
TYPE 4W
FAMILY ROOM
14'-8" x 14'-7"
3RD BEDROOM
14'-5" x 14'-10"
GALLERY
11'-6" x 13'-10"
DW
W R F
LIBRARY
18'-0" x 15'-5"
LIVING/ DINING ROOM
18'-9" x 44'-11"
BALCONY
TERRACE
44 SF OUTDOOR SPACE
UNIT PH WEST
4442 SF
1042 SF OUTDOOR SPACE
Project North
W
E
S
0'
6'
12'
18'
1/16" = 1'-0"
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.
PLANS AND DIMENSIONS MAY CONTA N MINOR VARIATIONS BETWEEN FLOORS.
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.
FXFOWLE ARCHITECTS, LLP
155 WEST 11TH STREET
NEW YORK, NY
UNIT PH WEST
3 BEDROOMS
3.5 BATHS
4442 SF
1086 SF OUTDOOR SPACE




155 WEST 11TH STREET
NEW YORK, NY

UNIT PH NORTH
2 BEDROOMS
2.5 BATHS
2295 SF
1777 SF OUTDOOR SPACE







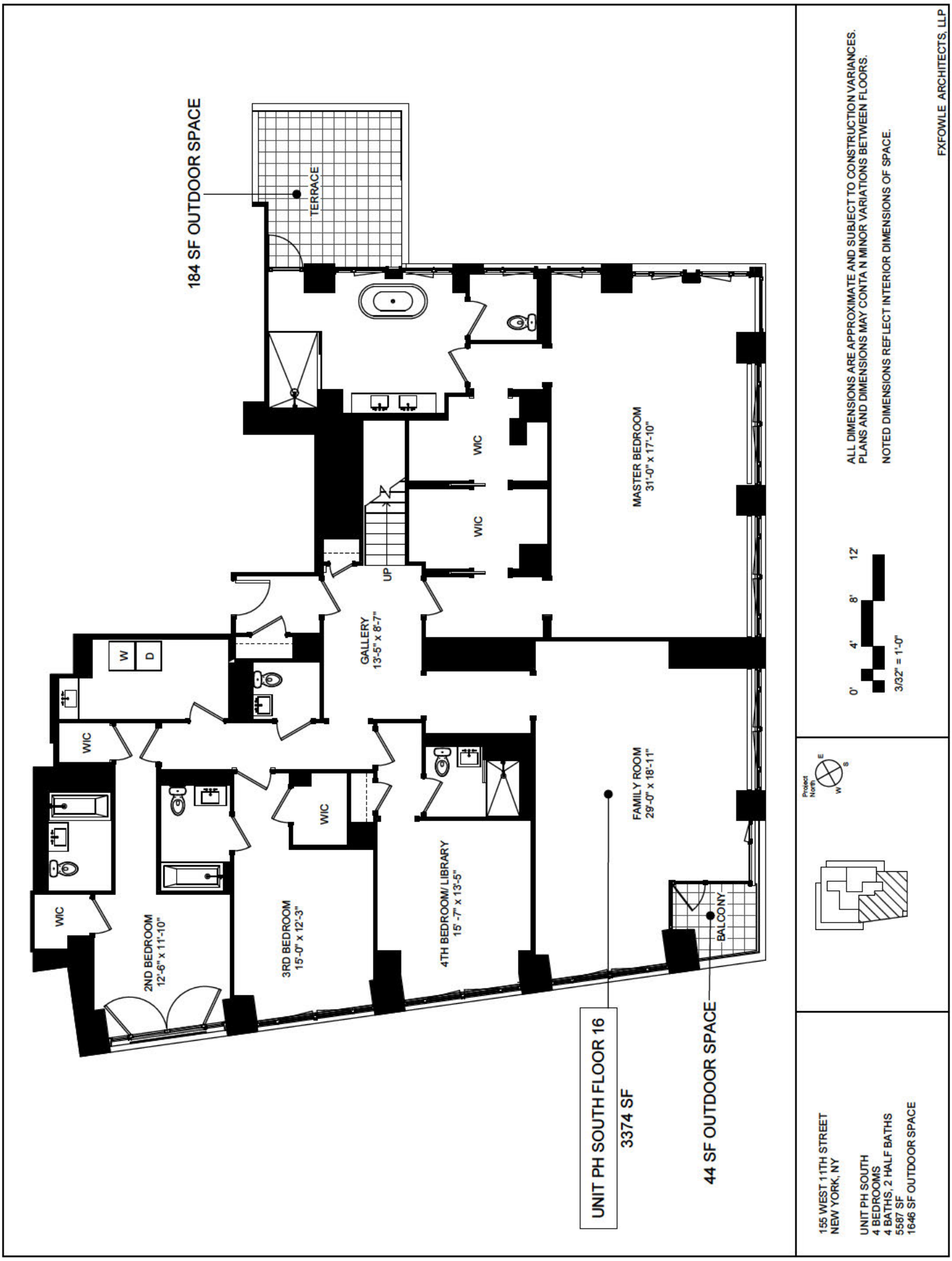


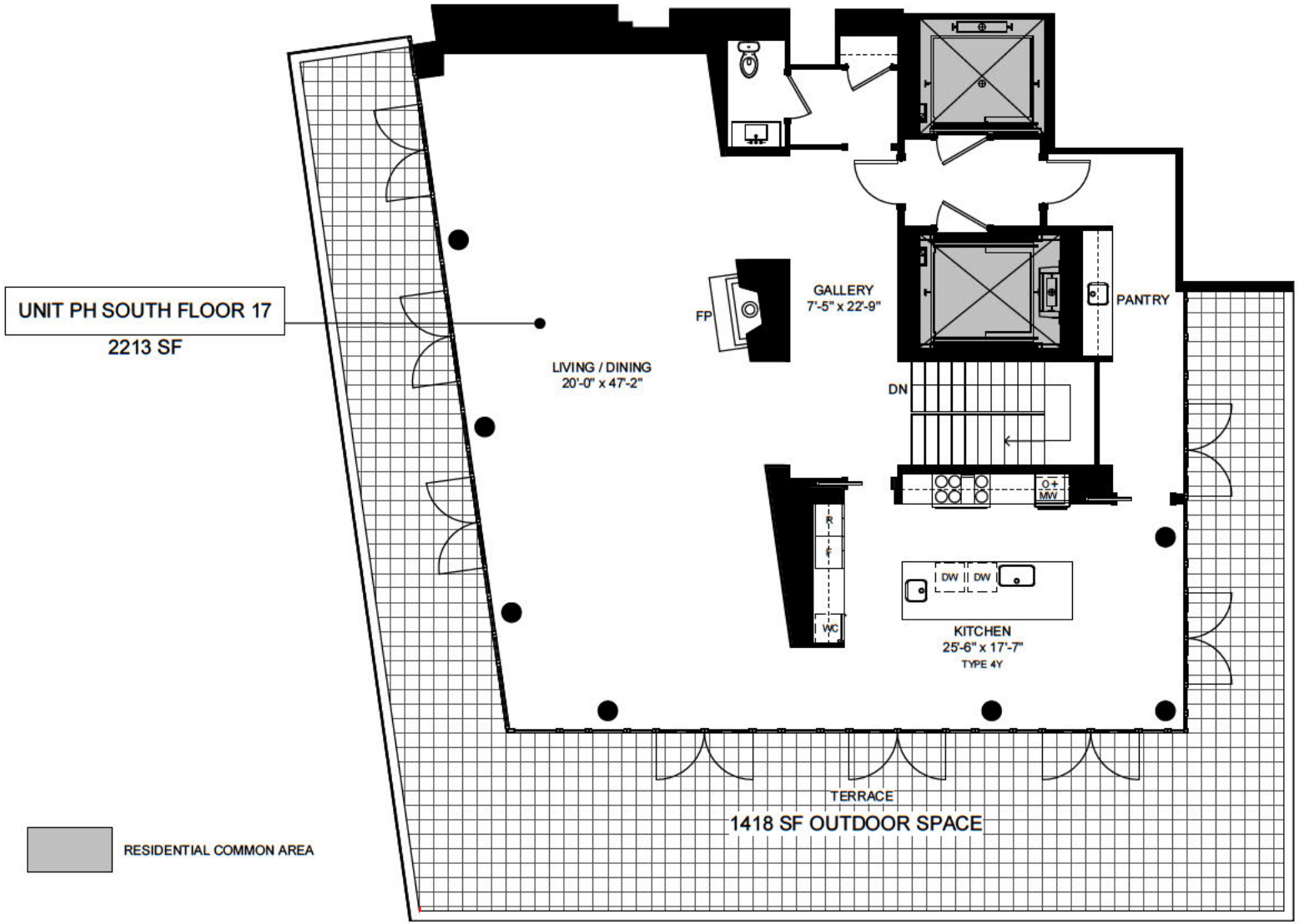
1/16" = 1'-0"

ALL D MENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND D MENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS.

NOTED D MENSIONS REFLECT NTERIOR D MENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP


184 SF OUTDOOR SPACE
TERRACE
WIC
WIC
MASTER BEDROOM
31'-0" x 17'-10"
GALLERY
13'-5" x 8'-7"
UP
W
D
WIC
2ND BEDROOM
12'-6" x 11'-10"
WIC
3RD BEDROOM
15'-0" x 12'-3"
4TH BEDROOM/ LIBRARY
15' -7" x 13'-5"
FAMILY ROOM
29'-0" x 18'-11"
BALCONY
UNIT PH SOUTH FLOOR 16
3374 SF
44 SF OUTDOOR SPACE
Project North
0'
4'
8'
12'
3/32" = 1'-0"
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.
PLANS AND DIMENSIONS MAY CONTA N MINOR VARIATIONS BETWEEN FLOORS.
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.
155 WEST 11TH STREET
NEW YORK, NY
UNIT PH SOUTH
4 BEDROOMS
4 BATHS, 2 HALF BATHS
5587 SF
1646 SF OUTDOOR SPACE
FXFOWLE ARCHITECTS, LLP




155 WEST 11TH STREET
NEW YORK, NY

UNIT PH SOUTH
4 BEDROOMS
4 BATHS, 2 HALF BATHS
5587 SF
1646 SF OUTDOOR SPACE

Project North

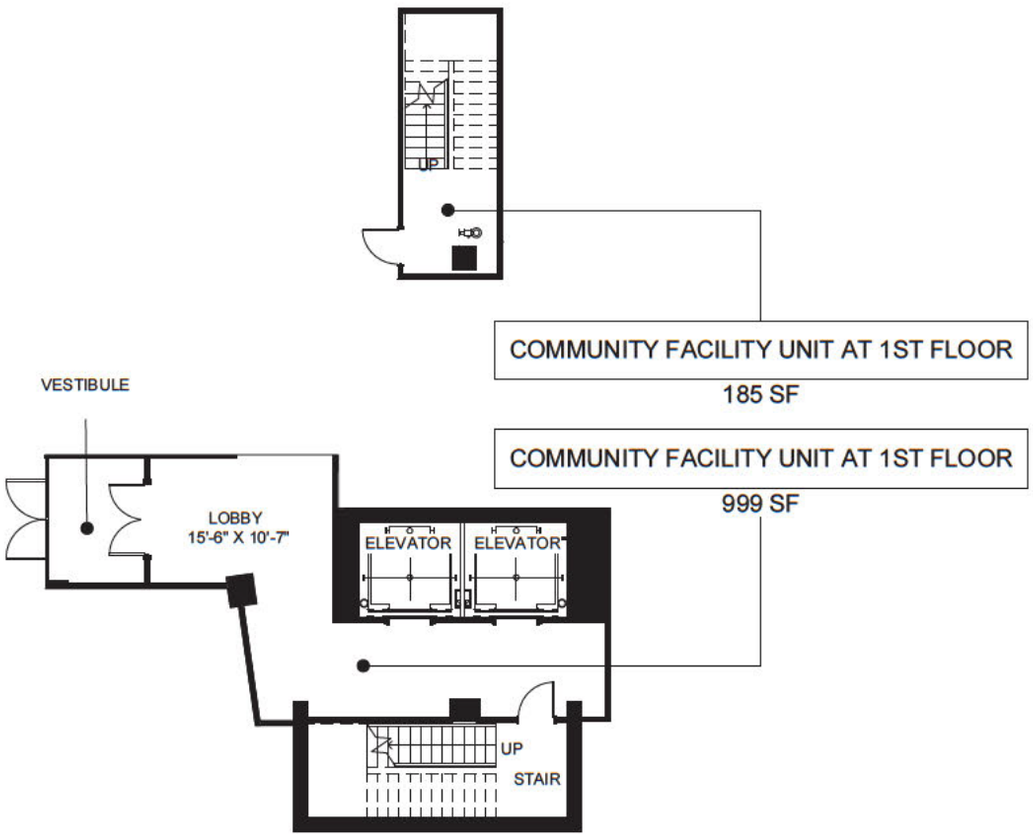
0' 4' 8' 12'

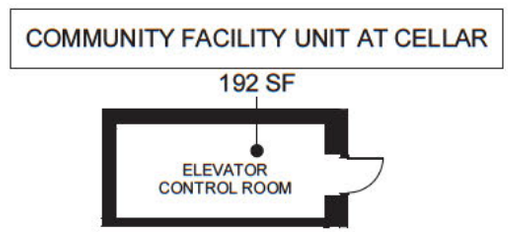
3/32" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTA N MINOR VARIATIONS BETWEEN FLOORS.

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FXFOWLE ARCHITECTS, LLP



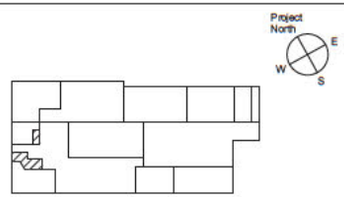



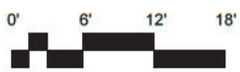

1 FIRST FLOOR LEVEL
1/16" = 1'-0"

2 CELLAR LEVEL
1/16" = 1'-0"

155 WEST 11TH STREET
NEW YORK, NY

COMMUNITY FACILITY UNIT
F RST & CELLAR FLOORS
20,538 SF



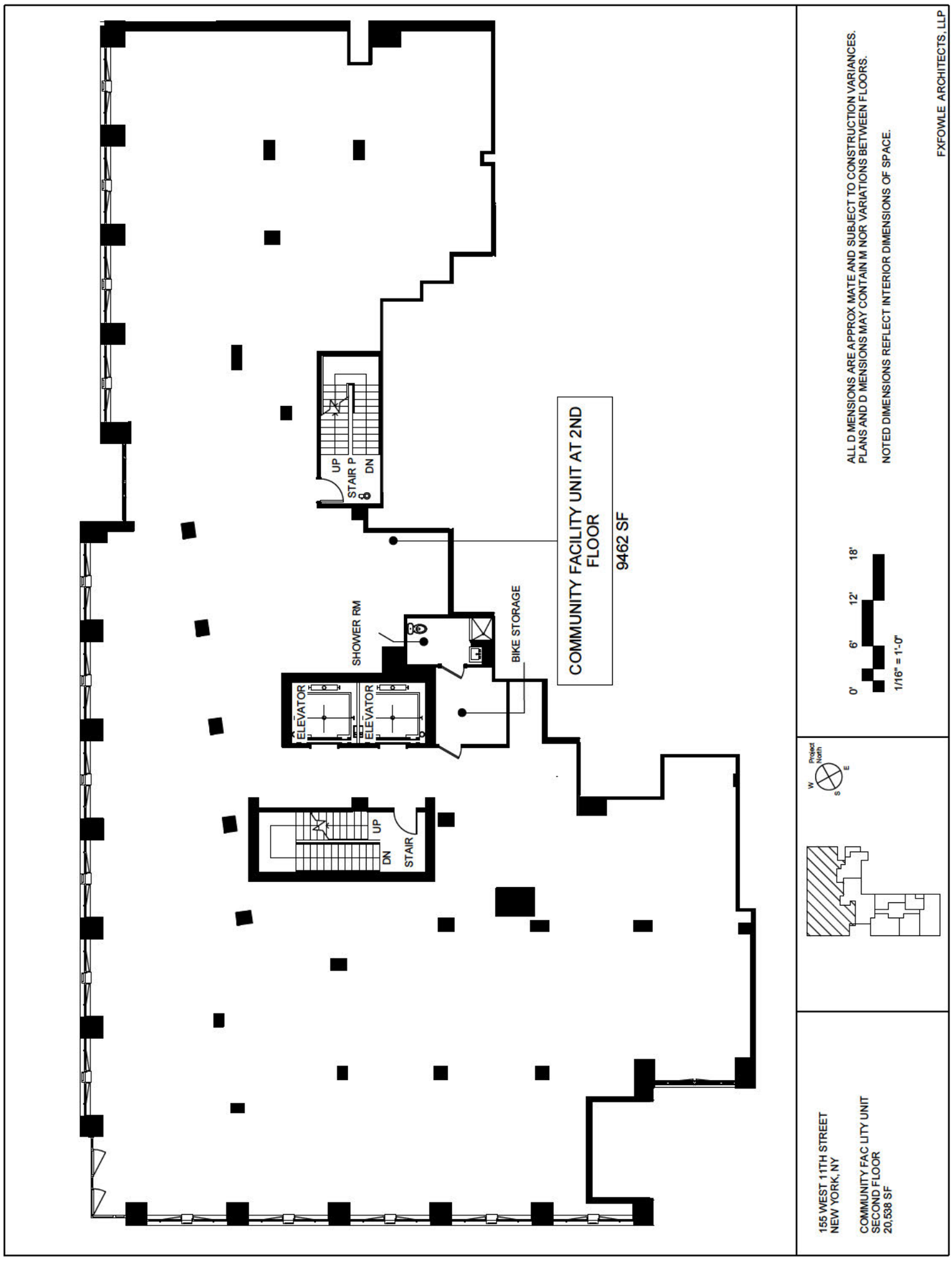



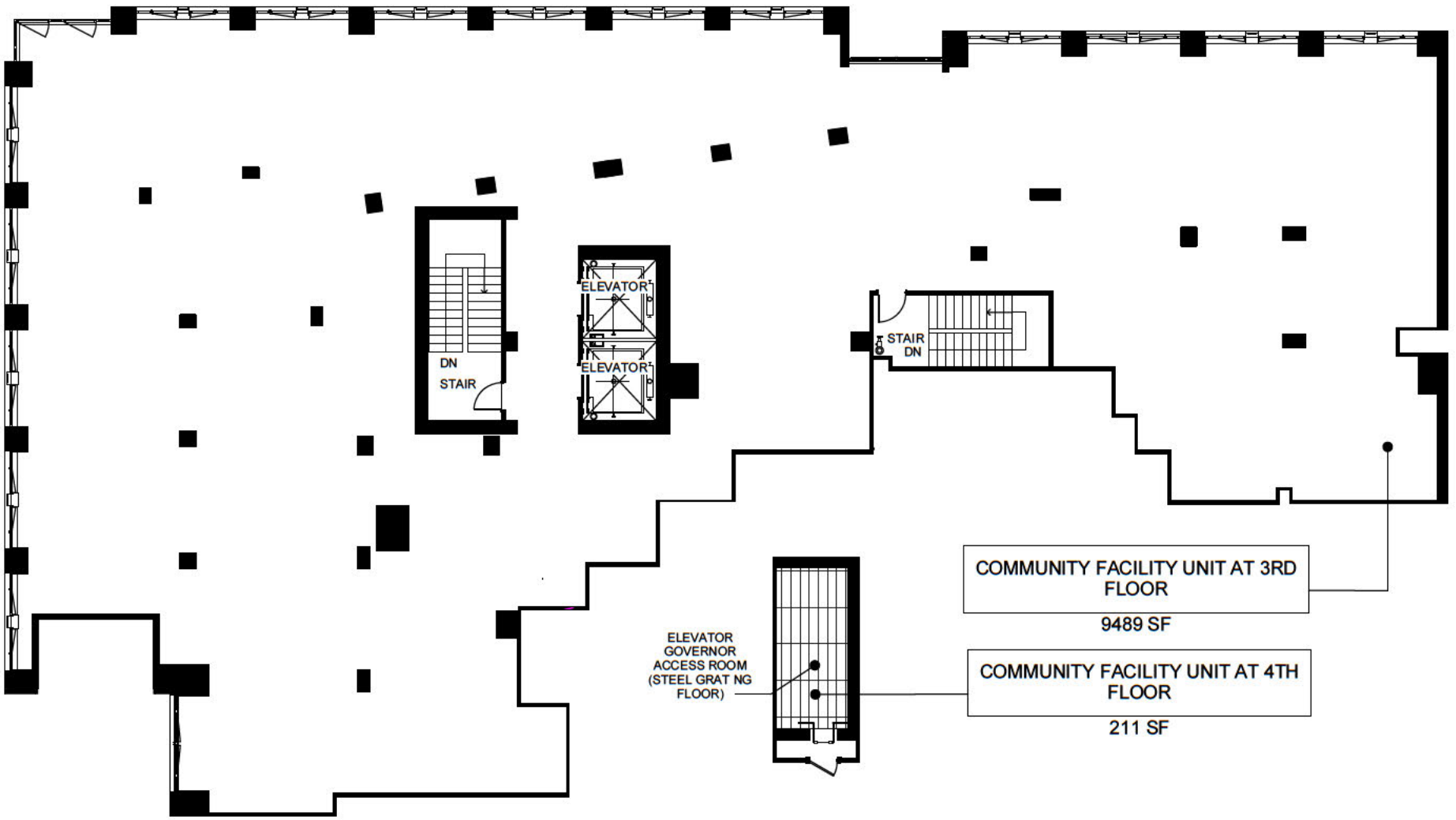

1/16" = 1'-0"

ALL D MENSIONS ARE APPROX MATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTA N M NOR VARIATIONS BETWEEN FLOORS.

NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

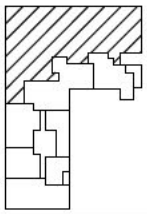
FXFOWLE ARCHITECTS, LLP


COMMUNITY FACILITY UNIT AT 2ND FLOOR
9462 SF
BIKE STORAGE
SHOWER RM
ELEVATOR
ELEVATOR
UP
STAIR P
DN
UP
DN
STAIR
ALL D MENSIONS ARE APPROX MATE AND SUBJECT TO CONSTRUCTION VARIANCES.
PLANS AND D MENSIONS MAY CONTAIN M NOR VARIATIONS BETWEEN FLOORS.
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.
0'
6'
12'
18'
1/16" = 1'-0"
155 WEST 11TH STREET
NEW YORK, NY
COMMUNITY FAC LITY UNIT
SECOND FLOOR
20,538 SF
FXFOWLE ARCHITECTS, LLP




155 WEST 11TH STREET
NEW YORK, NY

COMMUNITY FAC LITY UNIT
THIRD & FOURTH FLOORS
20,538 SF







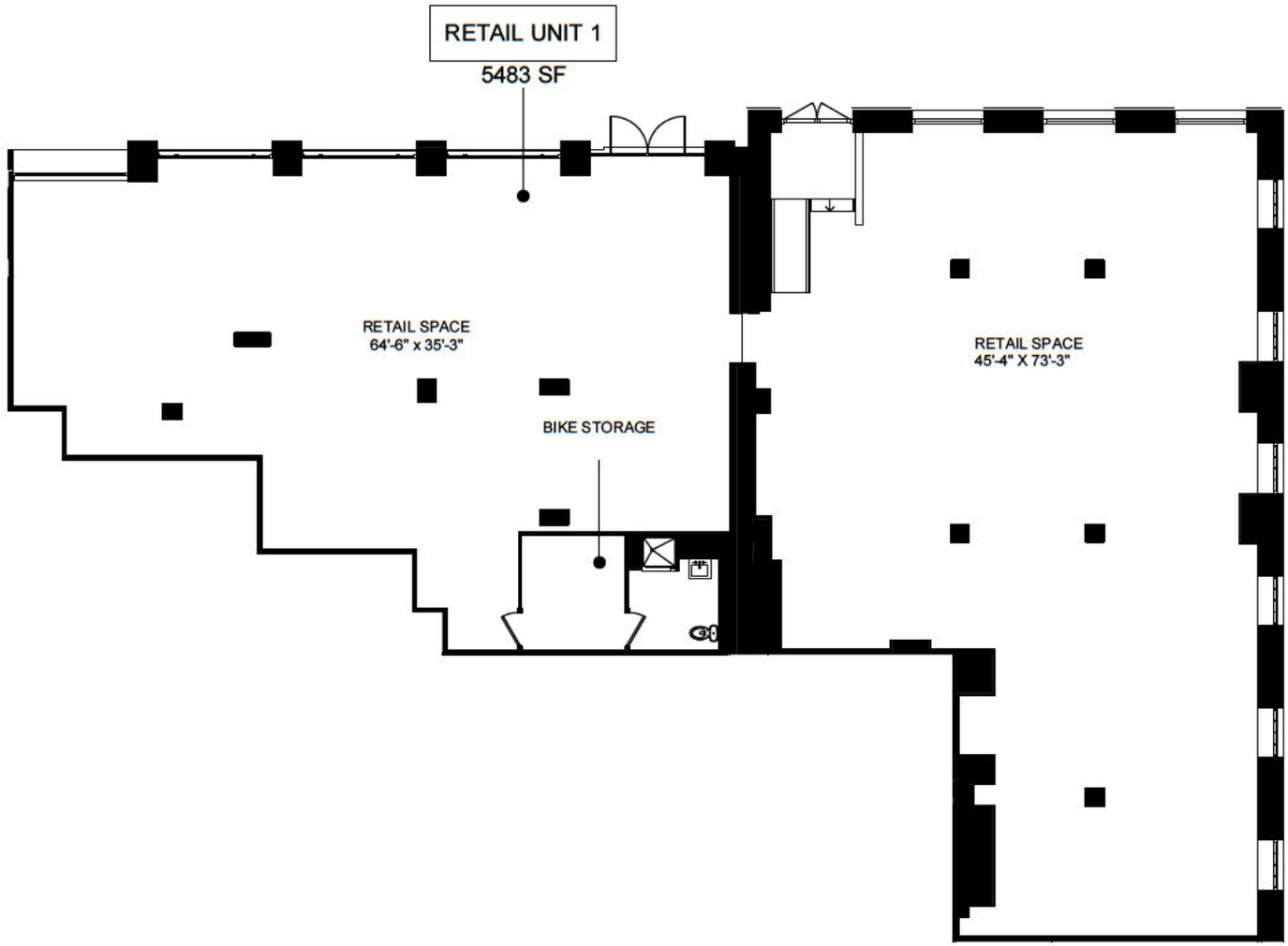


1/16" = 1'-0"

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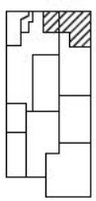
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




155 WEST 11TH ST & 160 WEST 12TH ST
NEW YORK, NY

RETAIL UNIT 1
FIRST FLOOR
5483 SF







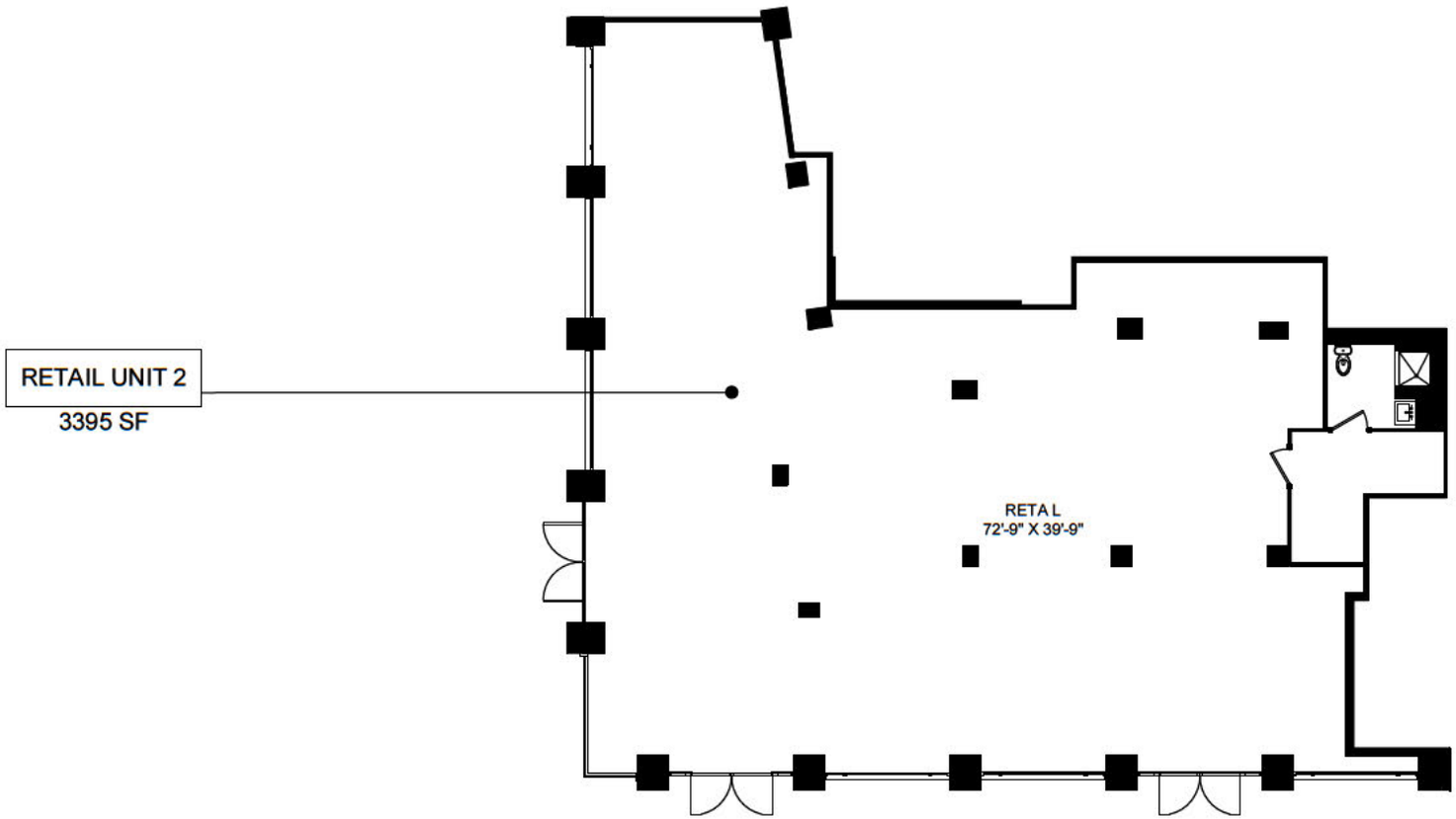


1/16" = 1'-0"

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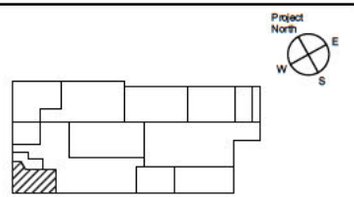
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

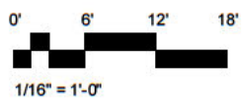
FXFOWLE ARCHITECTS, LLP




155 WEST 11TH STREET
NEW YORK, NY

RETAIL UNIT 2
FIRST FLOOR
3395 SF



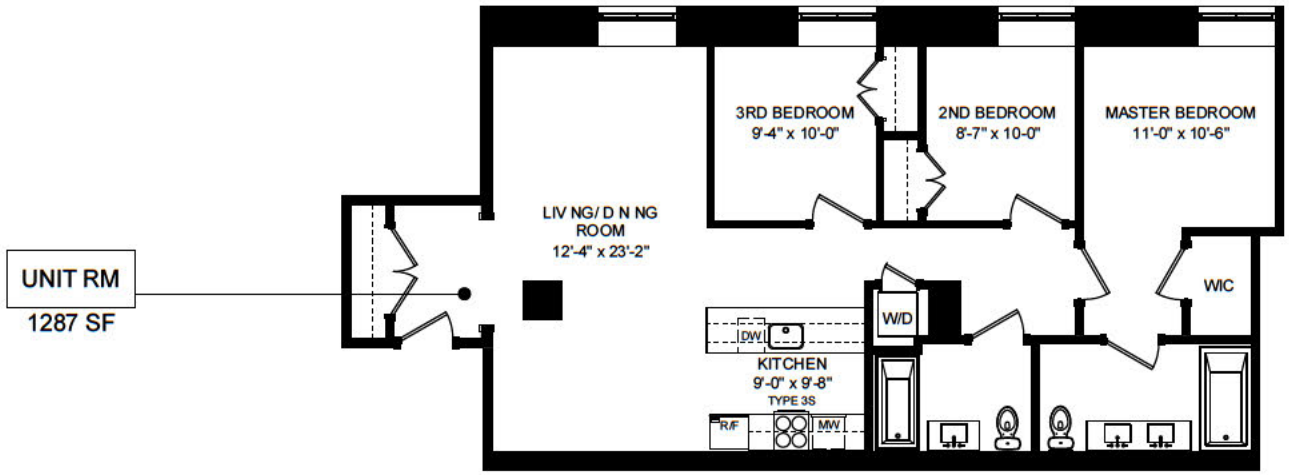




1/16" = 1'-0"

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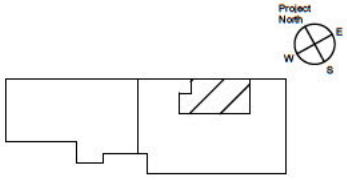
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




160 WEST 12TH STREET
NEW YORK, NY

UNIT RM
3 BEDROOMS
2 BATHS
1287 SF





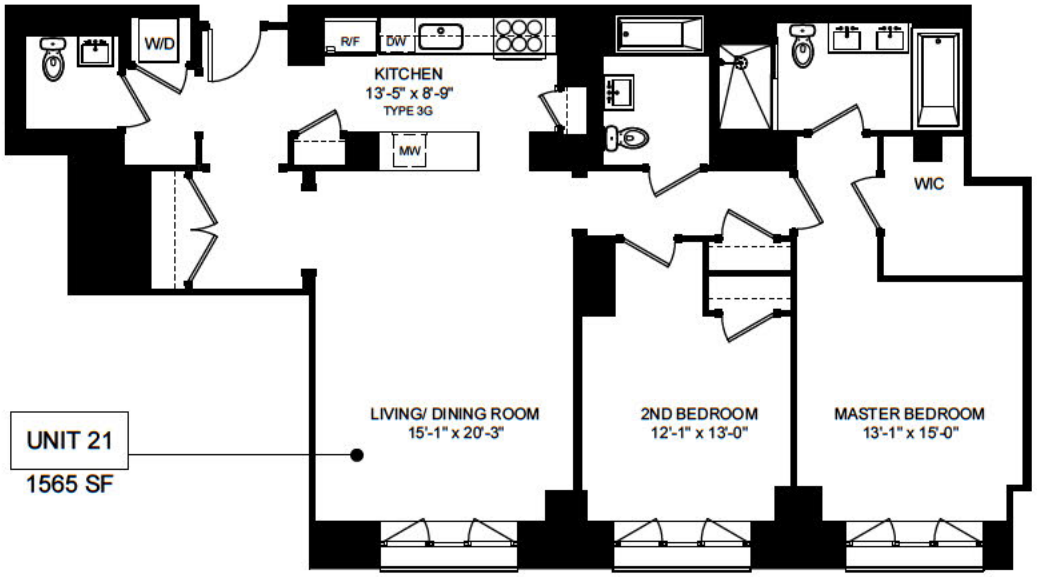


3/32" = 1'-0"

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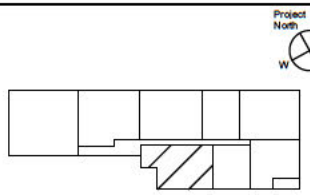
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




160 WEST 12TH STREET
NEW YORK, NY

UNIT 21
2 BEDROOMS
2.5 BATHS
1565 SF





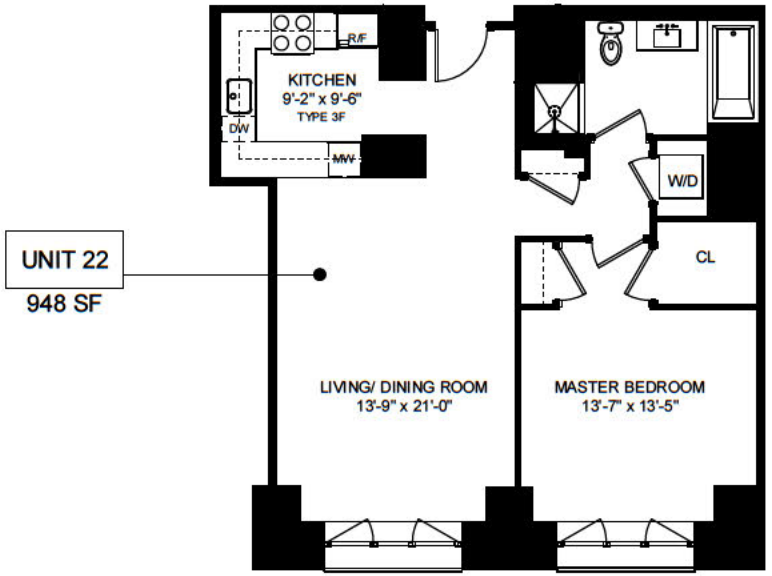


3/32" = 1'-0"

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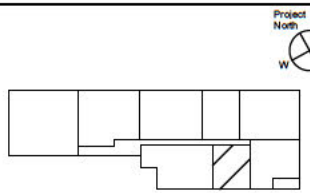
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




160 WEST 12TH STREET
NEW YORK, NY

UNIT 22
1 BEDROOM
1 BATH
948 SF





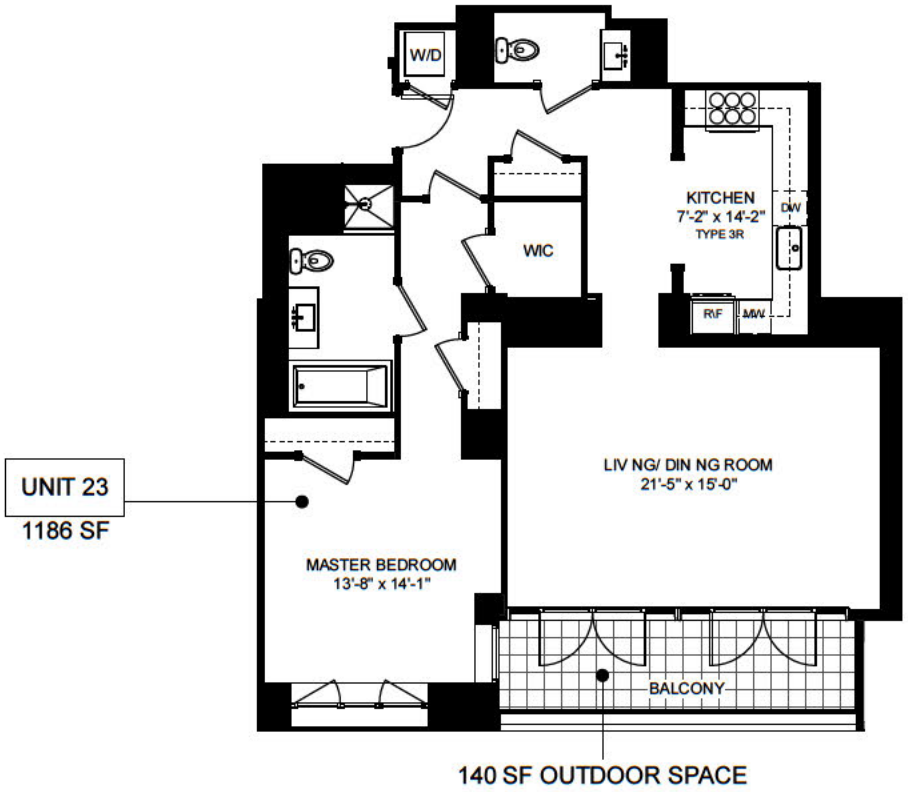


3/32" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTA N MINOR VARIATIONS BETWEEN FLOORS.

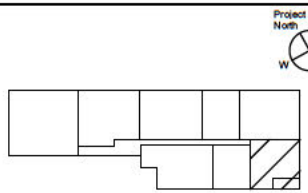
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




160 WEST 12TH STREET
NEW YORK, NY

UNIT 23
1 BEDROOMS
1.5 BATHS
1186 SF
140 SF OUTDOOR SPACE





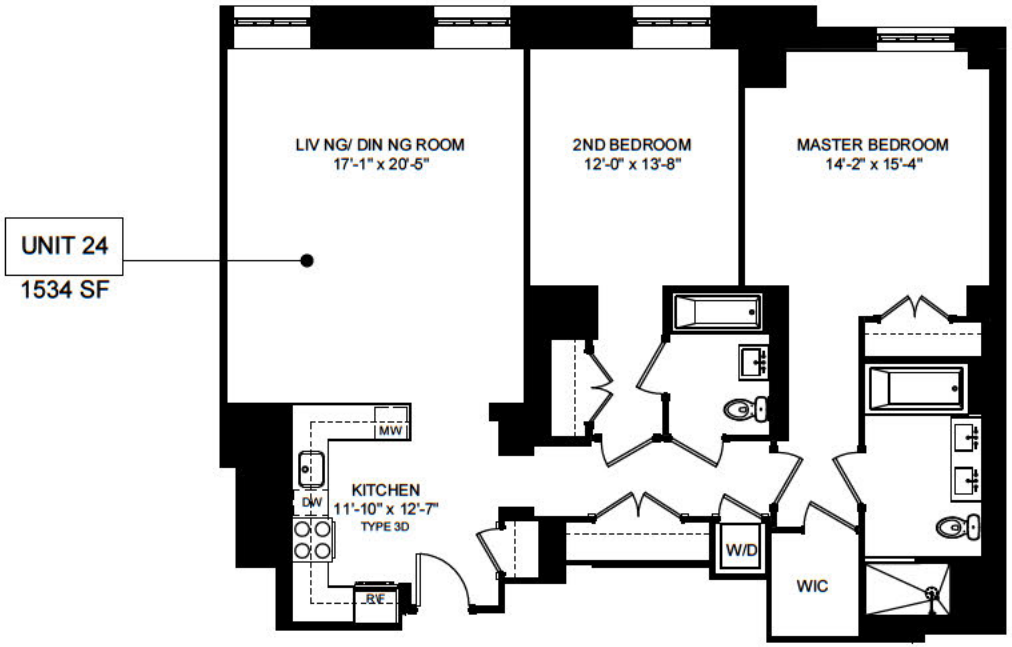


3/32" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTA N MINOR VARIATIONS BETWEEN FLOORS.

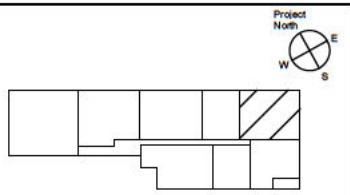
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




160 WEST 12TH STREET
NEW YORK, NY

UNIT 24
2 BEDROOMS
2 BATHS
1534 SF





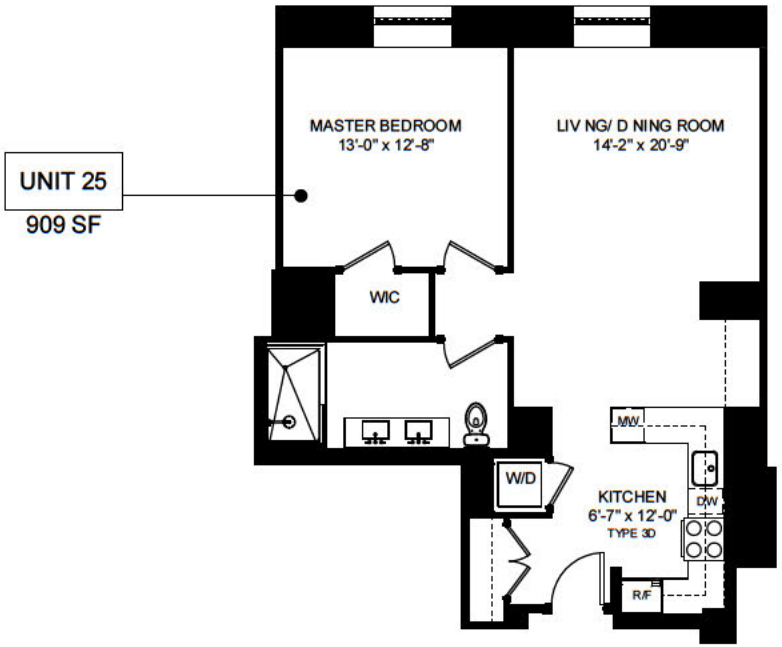


3/32" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTA N MINOR VARIATIONS BETWEEN FLOORS.

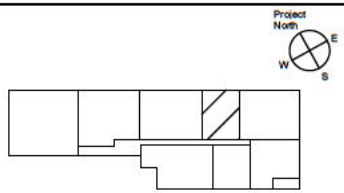
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




160 WEST 12TH STREET
NEW YORK, NY

UNIT 25
1 BEDROOM
1 BATH
909 SF





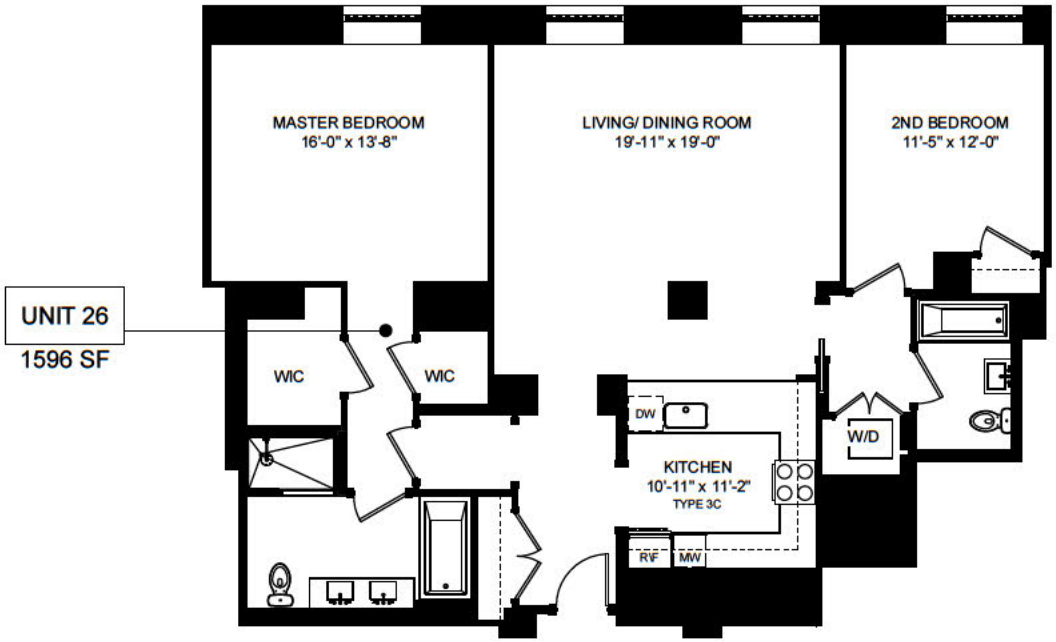


3/32" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTA N MINOR VARIATIONS BETWEEN FLOORS.

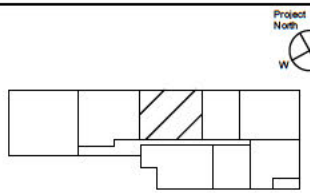
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




160 WEST 12TH STREET
NEW YORK, NY

UNIT 26
2 BEDROOMS
2 BATHS
1596 SF





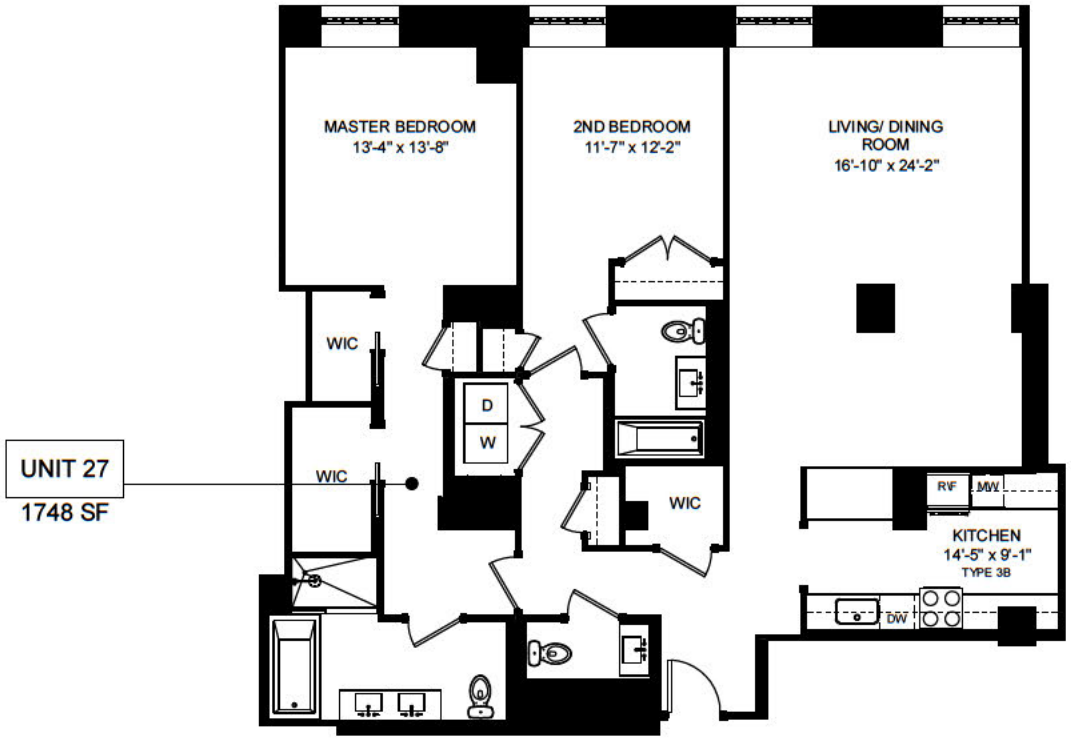


3/32" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTA N MINOR VARIATIONS BETWEEN FLOORS.

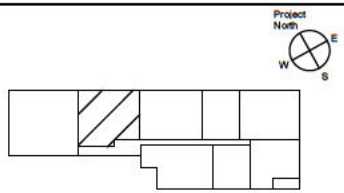
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




160 WEST 12TH STREET
NEW YORK, NY

UNIT 27
2 BEDROOMS
2.5 BATHS
1748 SF





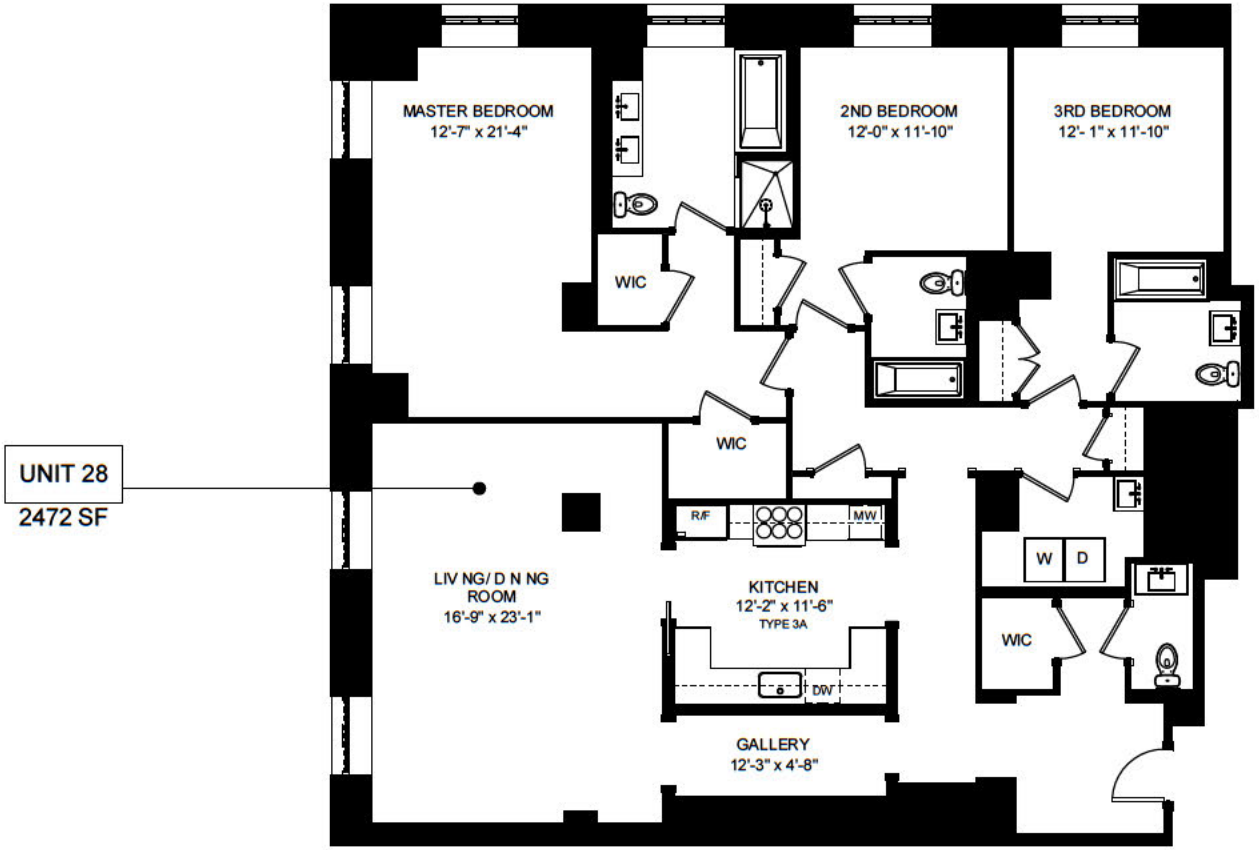


3/32" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTA N MINOR VARIATIONS BETWEEN FLOORS.

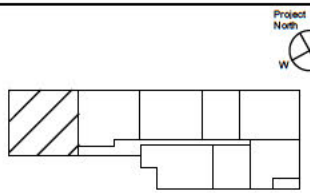
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




160 WEST 12TH STREET
NEW YORK, NY

UNIT 28
3 BEDROOMS
3.5 BATHS
2472 SF





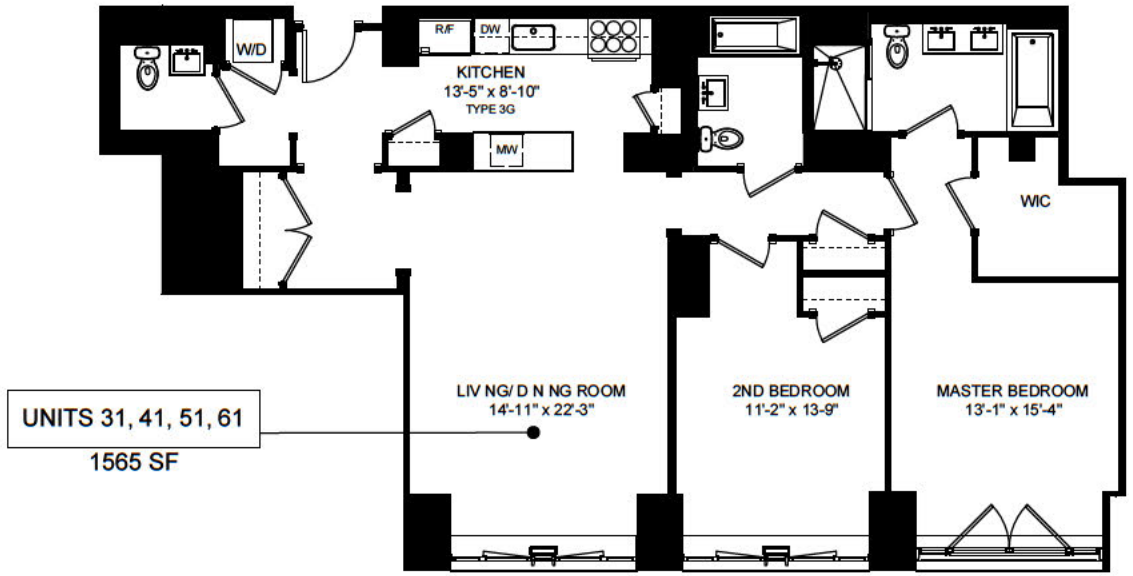


3/32" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTA N MINOR VARIATIONS BETWEEN FLOORS.

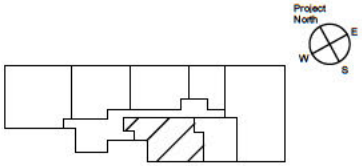
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




160 WEST 12TH STREET
NEW YORK, NY

UNITS 31, 41, 51, 61
2 BEDROOMS
2.5 BATHS
1565 SF





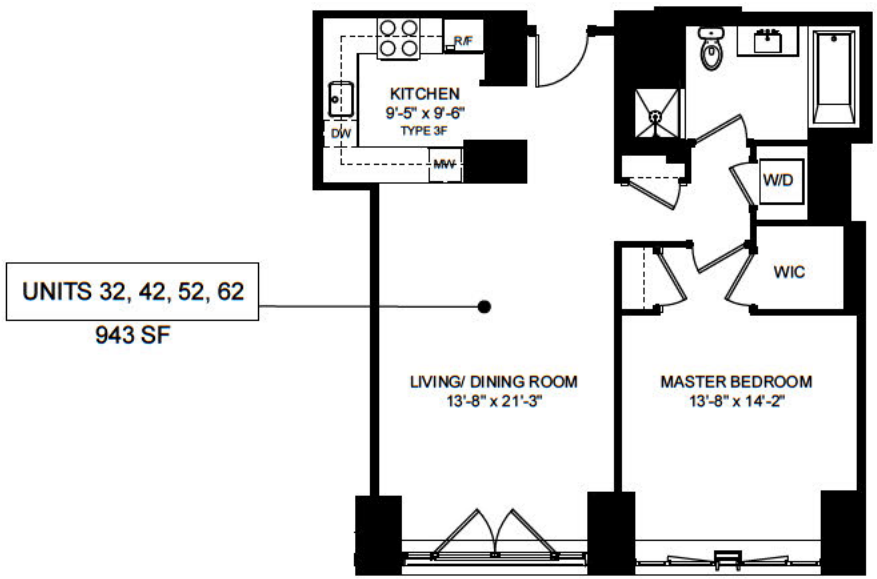


3/32" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTA N MINOR VARIATIONS BETWEEN FLOORS.

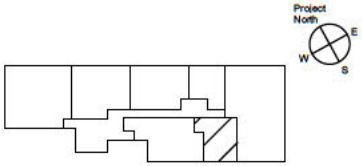
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

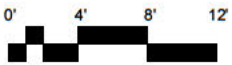
FXFOWLE ARCHITECTS, LLP




160 WEST 12TH STREET
NEW YORK, NY

UNITS 32, 42, 52, 62
1 BEDROOM
1 BATH
943 SF



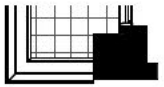

3/32" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTA N MINOR VARIATIONS BETWEEN FLOORS.

NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP

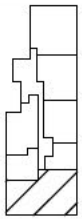


PART PLAN AT 5TH AND 6TH FLOOR

160 WEST 12TH STREET
NEW YORK, NY

UNITS 34, 44, 54, 64
4 BEDROOMS
4.5 BATHS
2818 SF
140 SF OUTDOOR SPACE (3RD & 4TH)
153 SF OUTDOOR SPACE (5TH & 6TH)









3/32" = 1'-0"

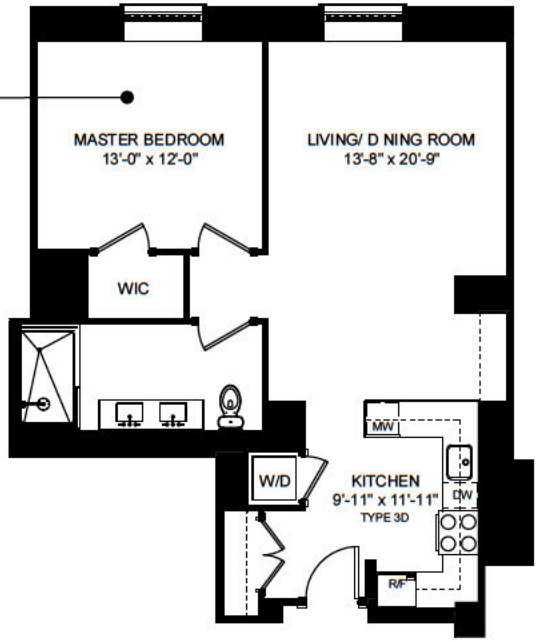
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FXFOWLE ARCHITECTS, LLP

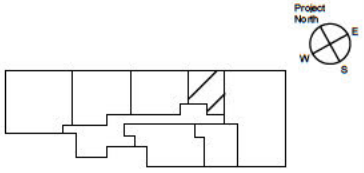
UNITS 35, 45, 55, 65

892 SF




160 WEST 12TH STREET
NEW YORK, NY

UNITS 35, 45, 55, 65
1 BEDROOMS
1 BATH
892 SF





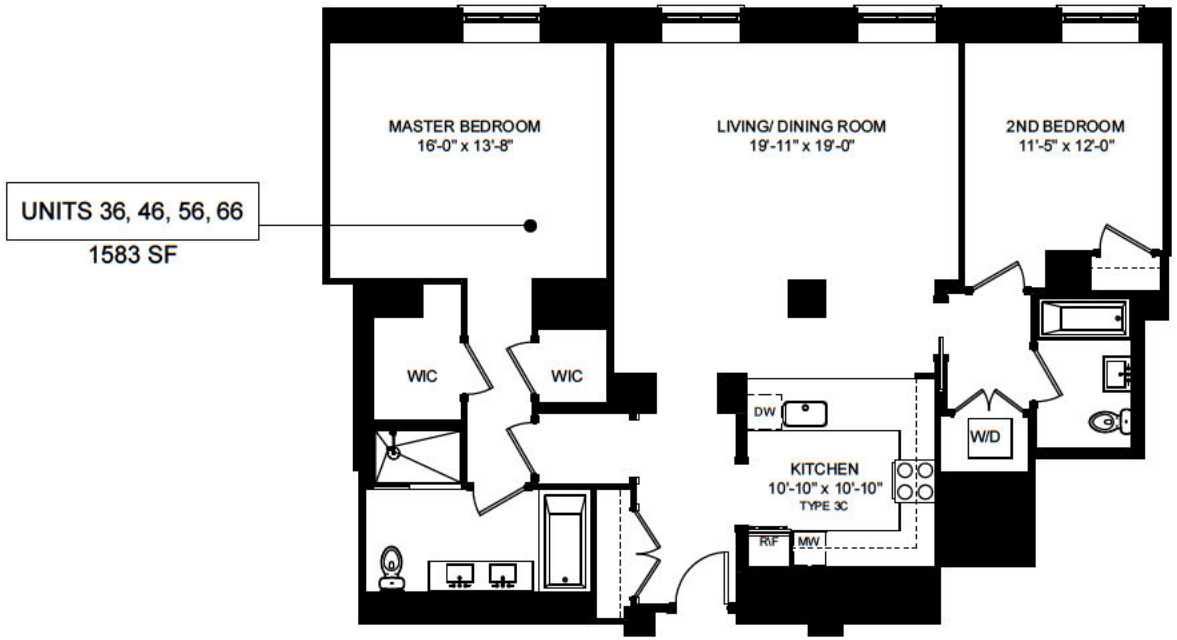


3/32" = 1'-0"

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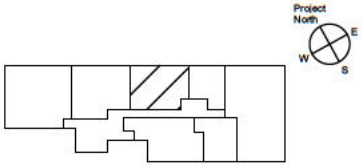
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




160 WEST 12TH STREET
NEW YORK, NY

UNITS 36, 46, 56, 66
2 BEDROOMS
2 BATHS
1583 SF







3/32" = 1'-0"

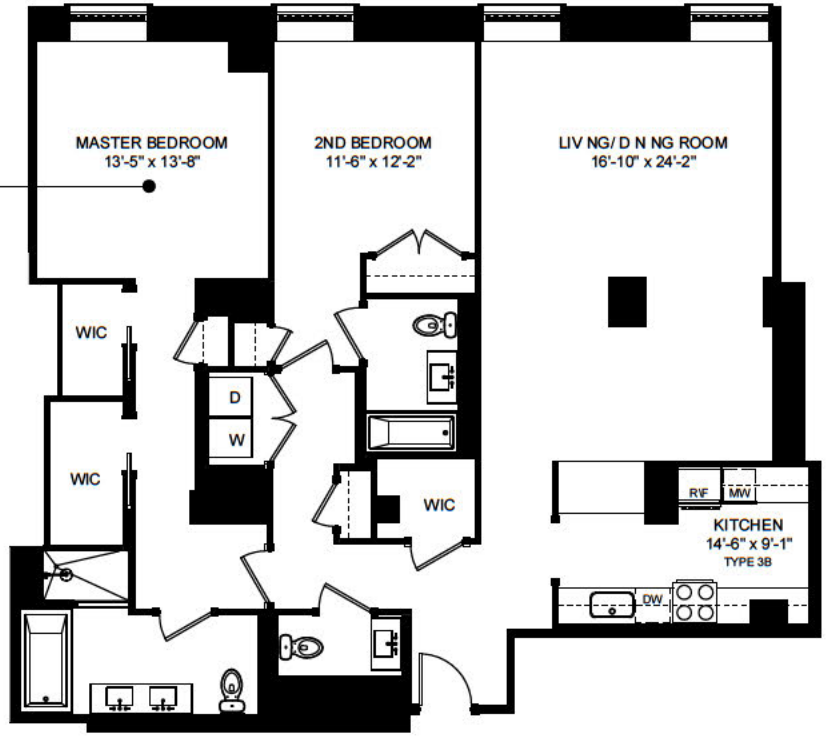
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NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP

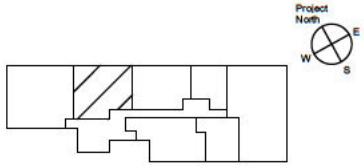
UNITS 37, 47, 57, 67

1737 SF




160 WEST 12TH STREET
NEW YORK, NY

UNITS 37, 47, 57, 67
2 BEDROOMS
2.5 BATHS
1737 SF





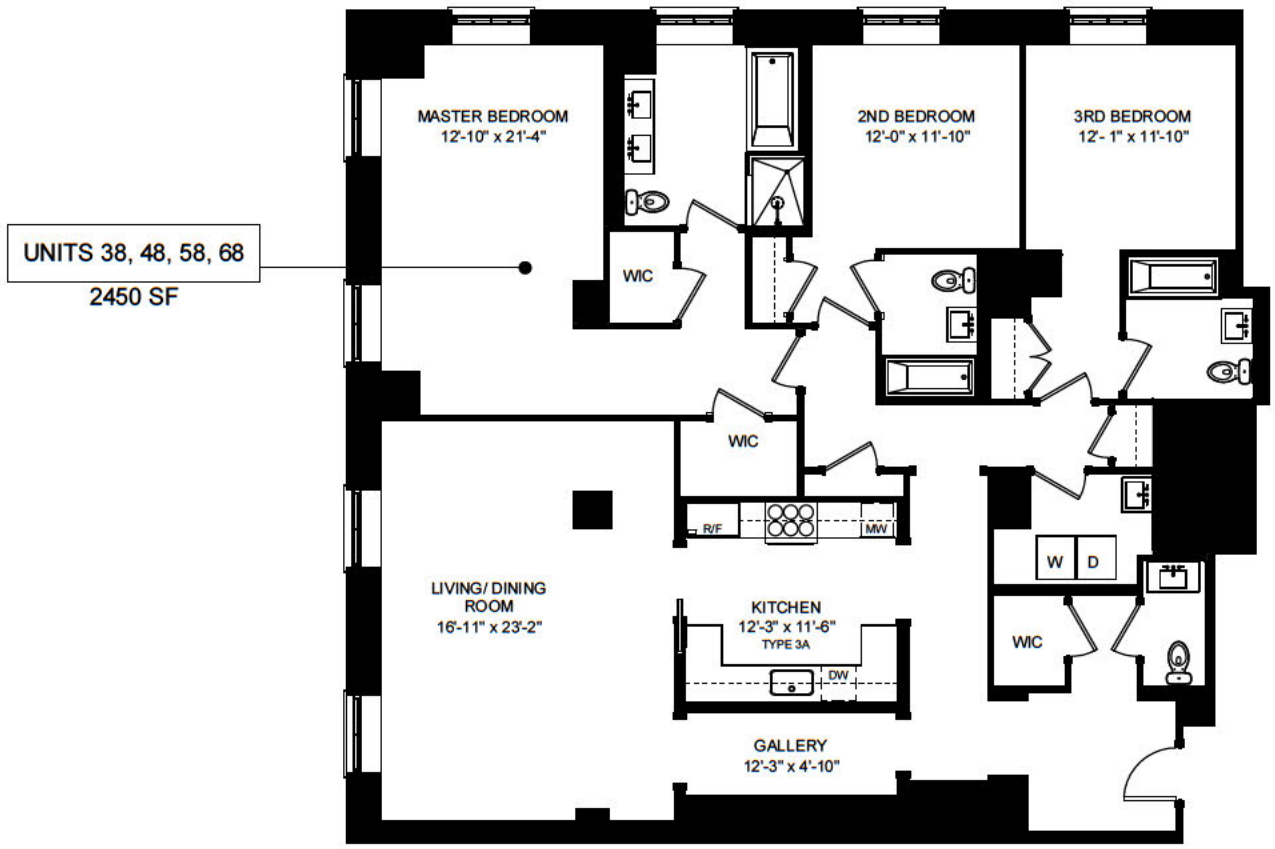


3/32" = 1'-0"

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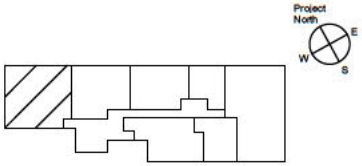
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




160 WEST 12TH STREET
NEW YORK, NY

UNITS 38, 48, 58, 68
3 BEDROOMS
3.5 BATHS
2450 SF





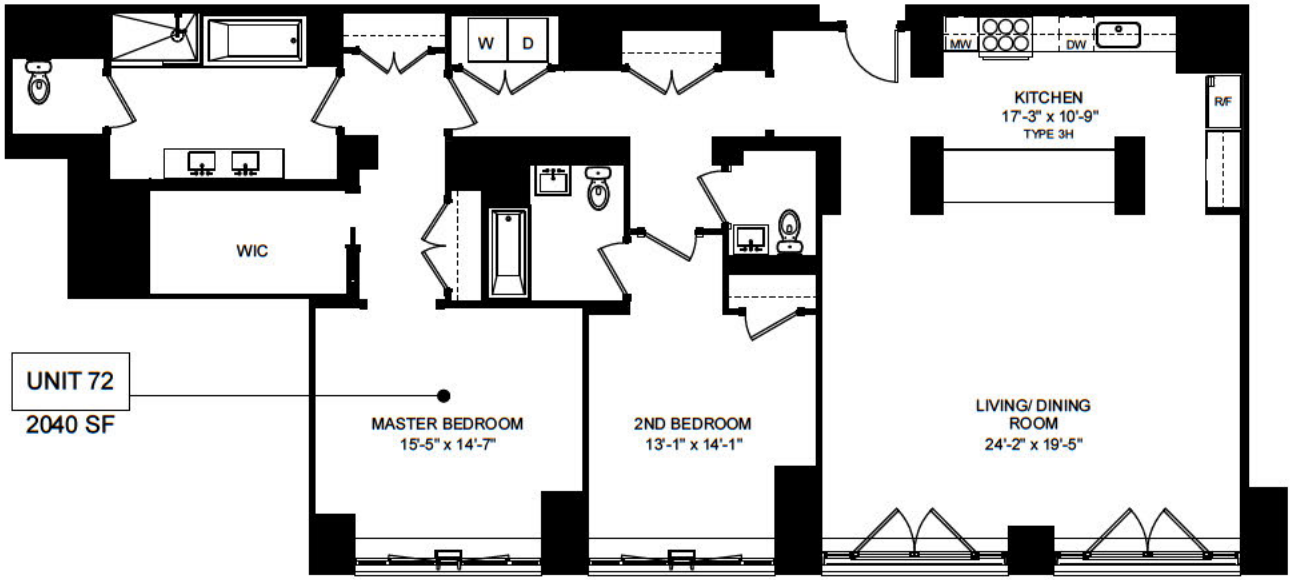


3/32" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTA N MINOR VARIATIONS BETWEEN FLOORS.

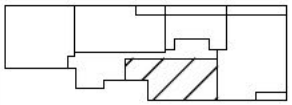
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




160 WEST 12TH STREET
NEW YORK, NY

UNIT 72
2 BEDROOMS
2.5 BATHS
2040 SF









3/32" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTA N MINOR VARIATIONS BETWEEN FLOORS.

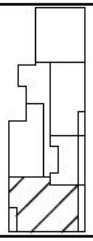
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




160 WEST 12TH STREET
NEW YORK, NY

UNIT 74
3 BEDROOMS
3.5 BATHS
2944 SF
586 SF OUTDOOR SPACE







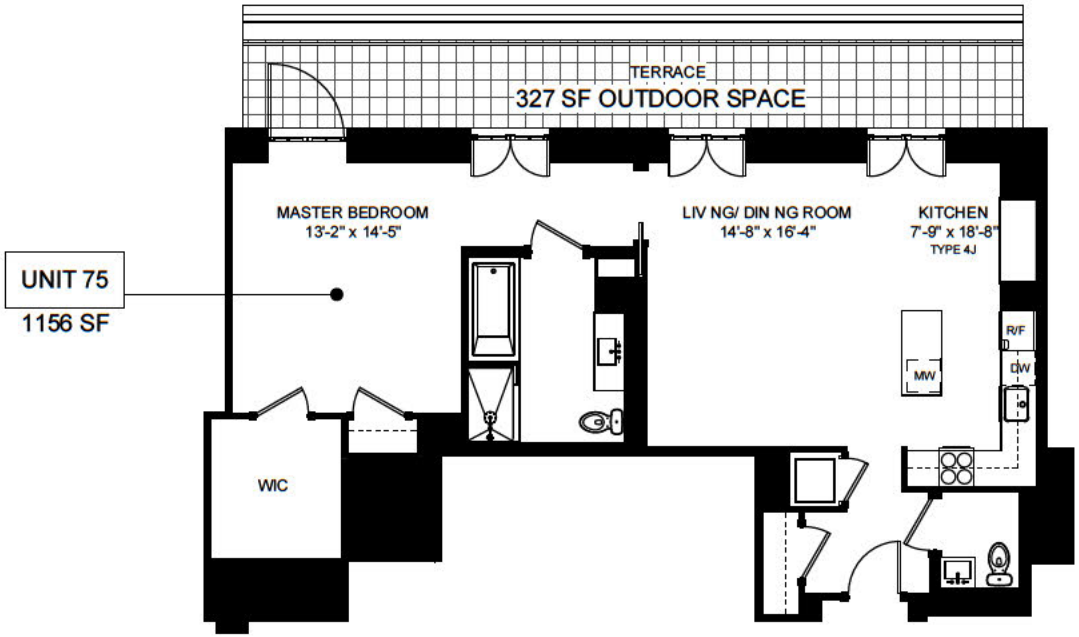


3/32" = 1'-0"

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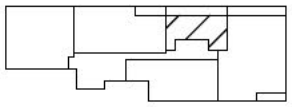
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




160 WEST 12TH STREET
NEW YORK, NY

UNIT 75
1 BEDROOM
1.5 BATHS
1156 SF
327 SF OUTDOOR SPACE





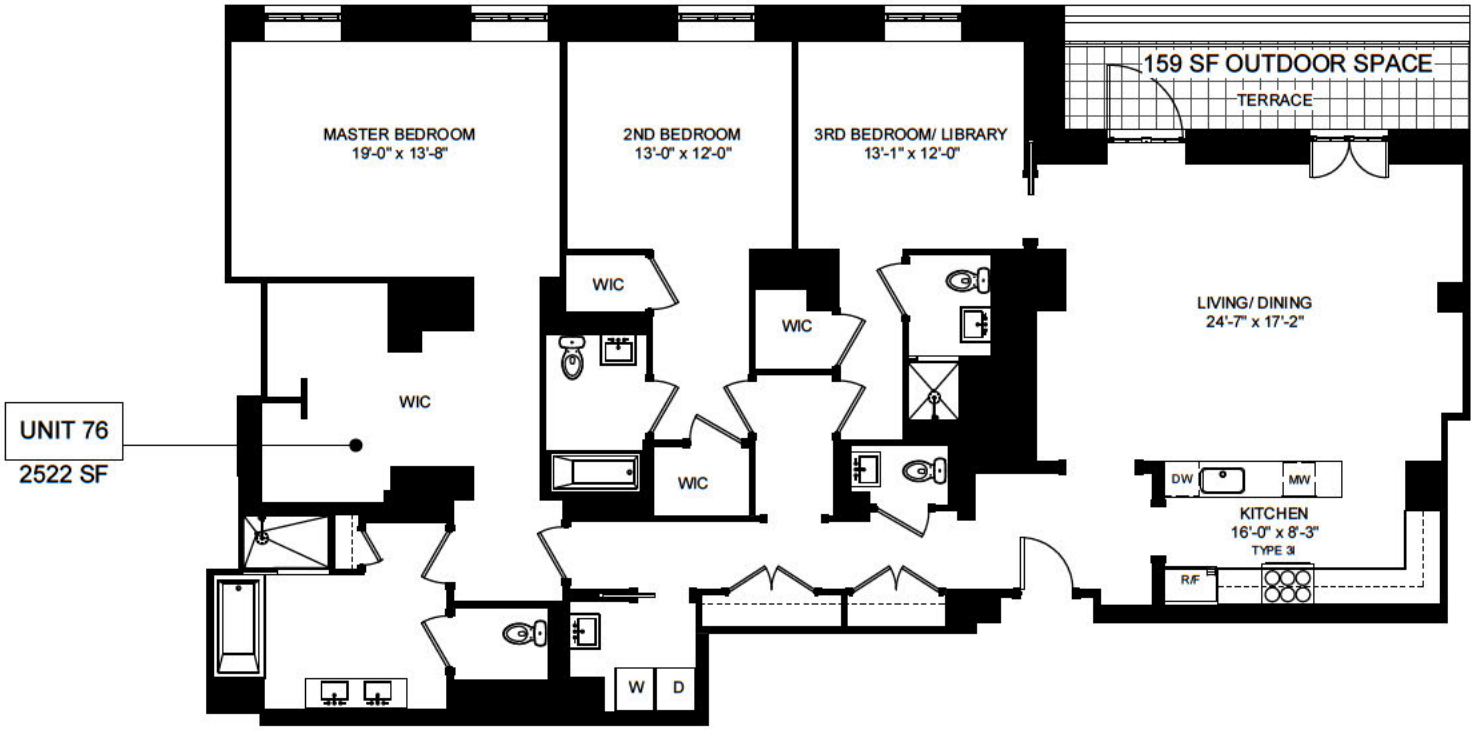


3/32" = 1'-0"

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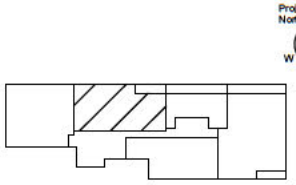
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




160 WEST 12TH STREET
NEW YORK, NY

UNIT 76
3 BEDROOMS
3.5 BATHS
2522 SF
159 SF OUTDOOR SPACE





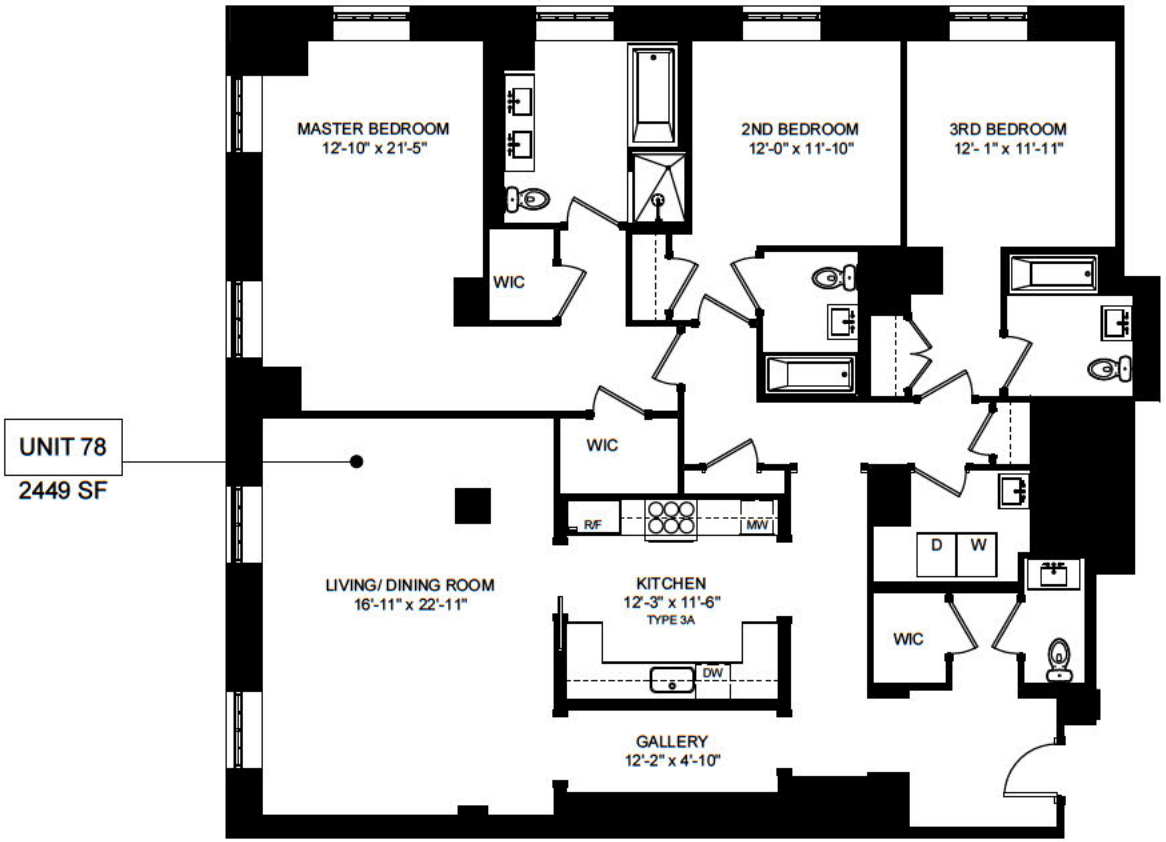


3/32" = 1'-0"

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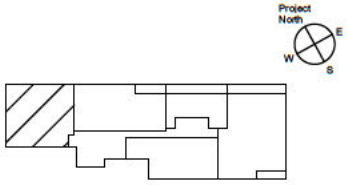
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




160 WEST 12TH STREET
NEW YORK, NY

UNIT 78
3 BEDROOMS
3.5 BATHS
2449 SF





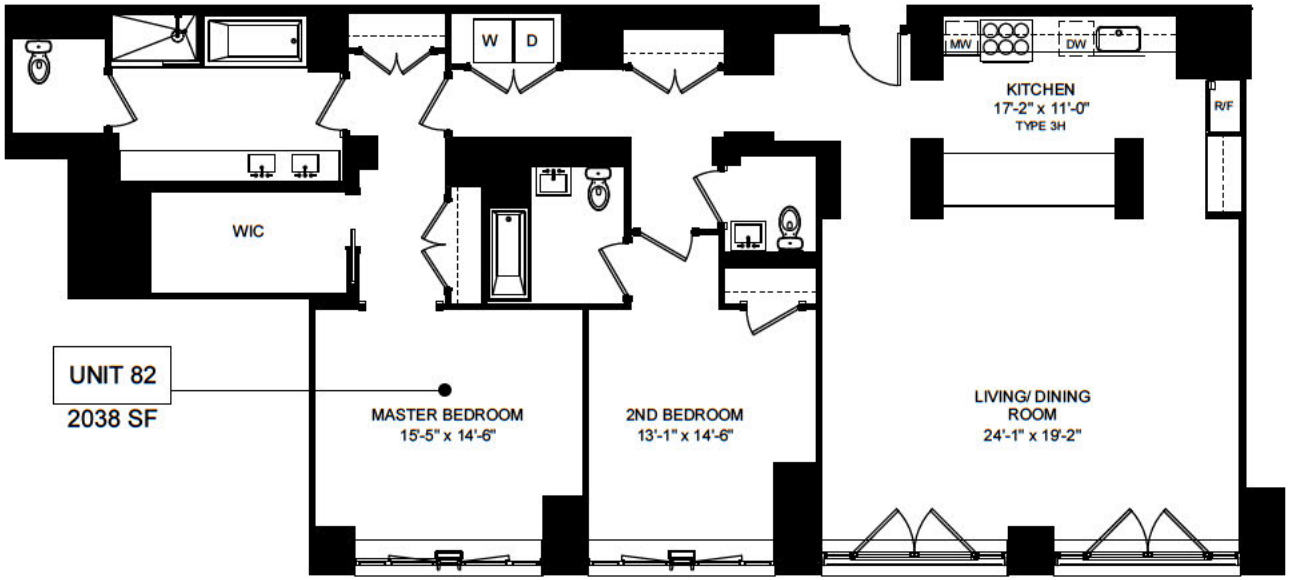


3/32" = 1'-0"

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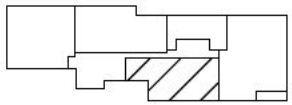
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




160 WEST 12TH STREET
NEW YORK, NY

UNIT 82
2 BEDROOMS
2.5 BATHS
2038 SF





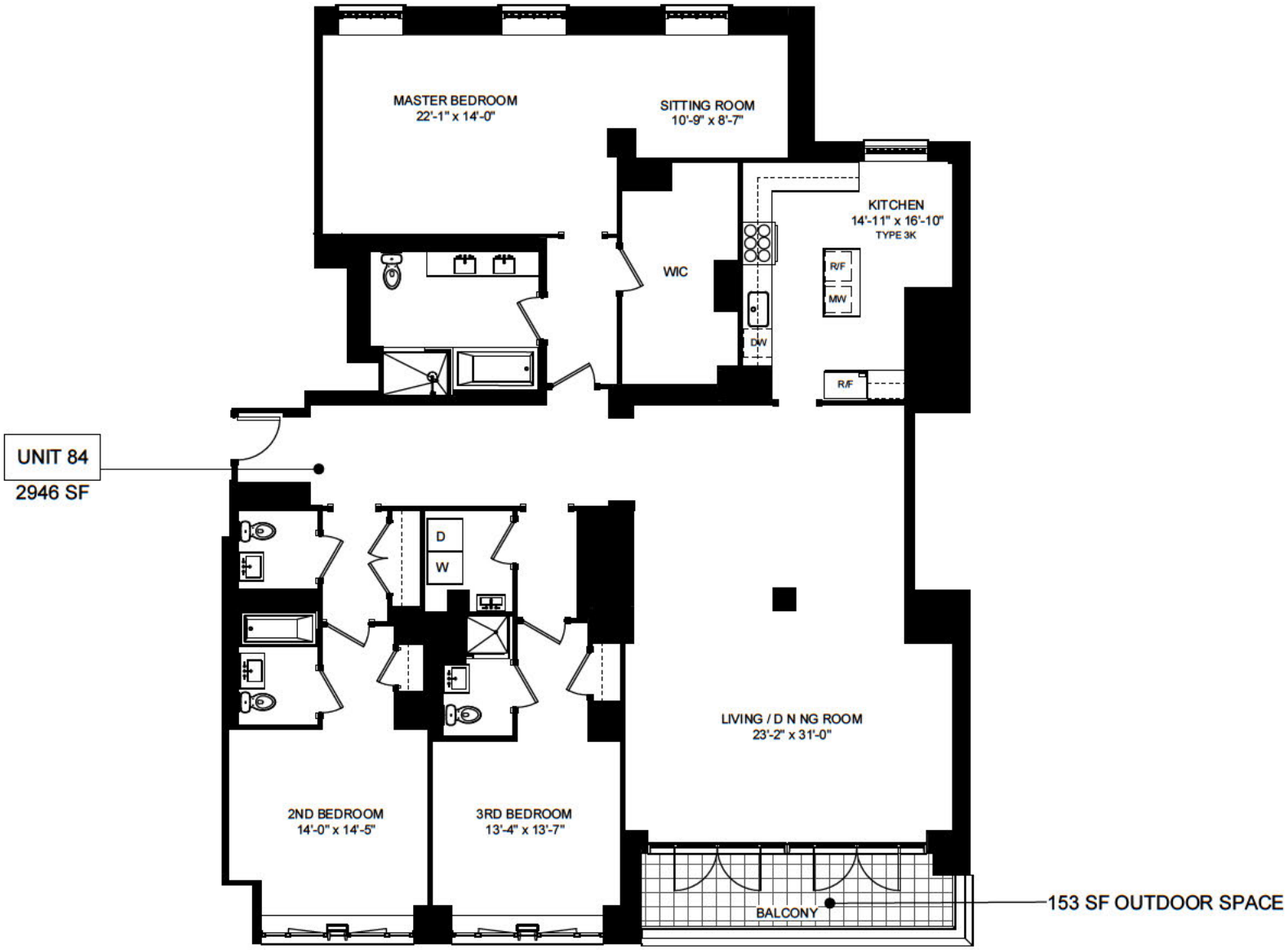


3/32" = 1'-0"

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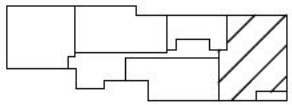
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




160 WEST 12TH STREET
NEW YORK, NY

UNIT 84
3 BEDROOMS
3.5 BATHS
2946 SF
153 SF OUTDOOR SPACE





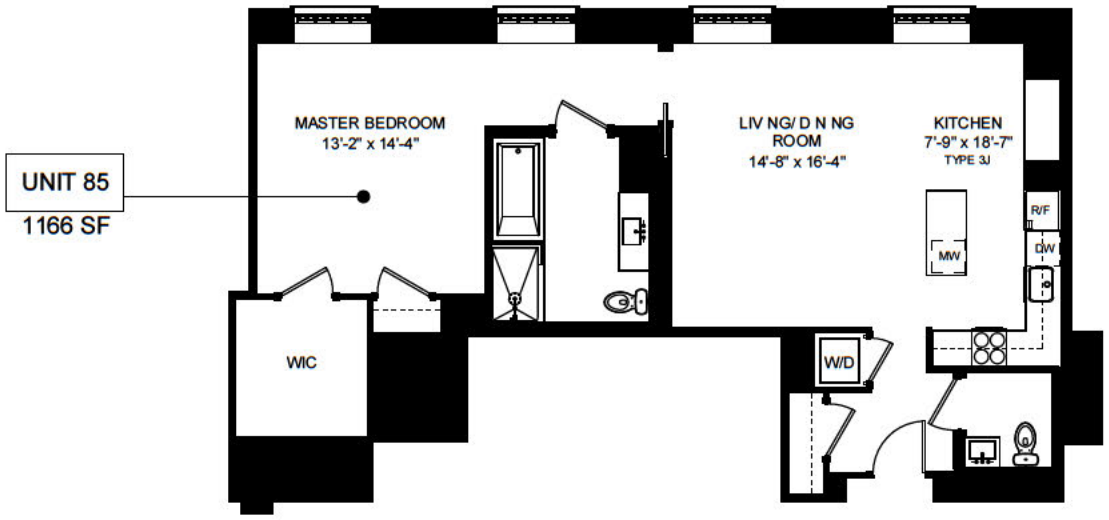


3/32" = 1'-0"

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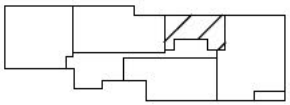
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




160 WEST 12TH STREET
NEW YORK, NY

UNIT 85
1 BEDROOM
1.5 BATHS
1166 SF





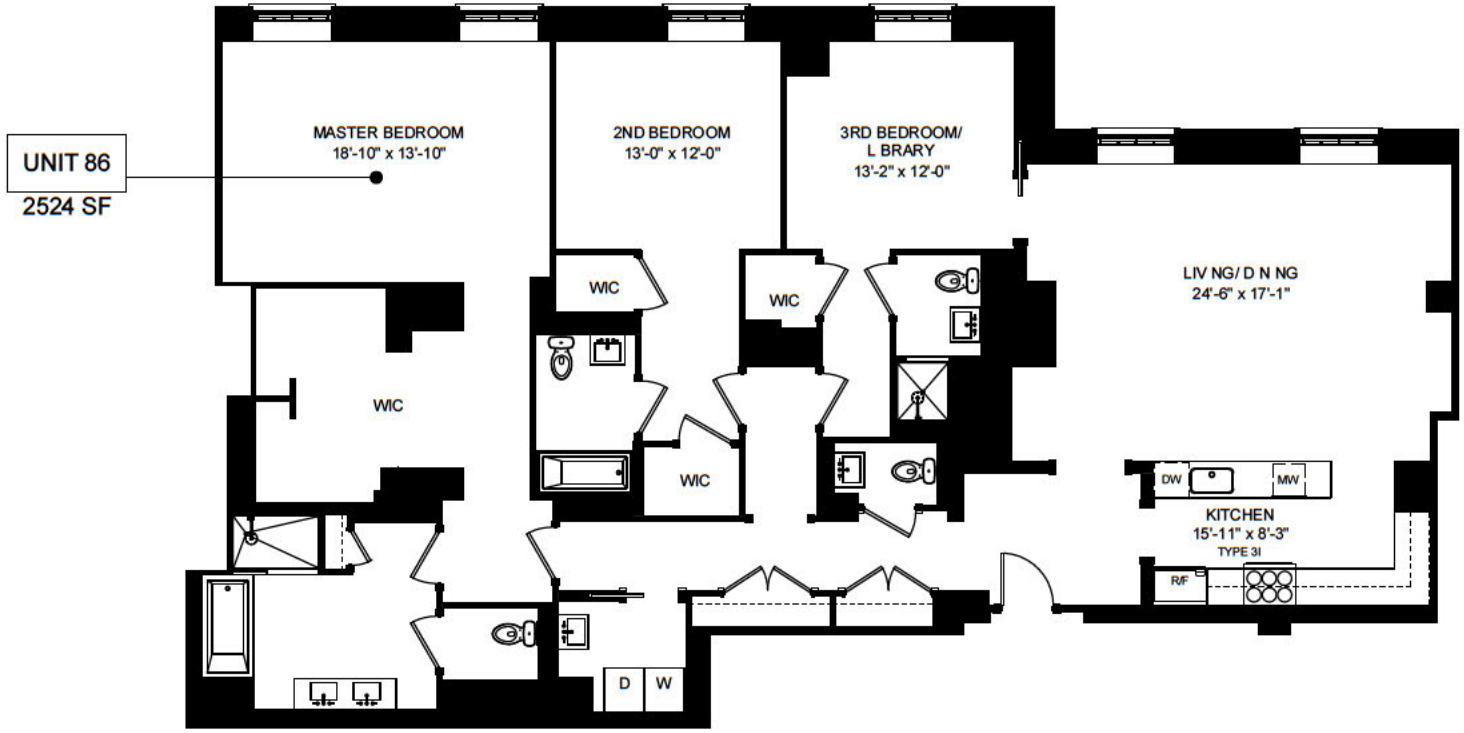


3/32" = 1'-0"

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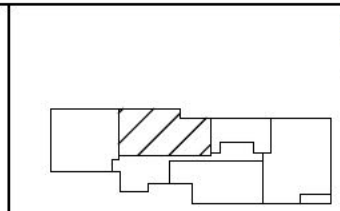
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




160 WEST 12TH STREET
NEW YORK, NY

UNIT 86
3 BEDROOMS
3.5 BATHS
2524 SF





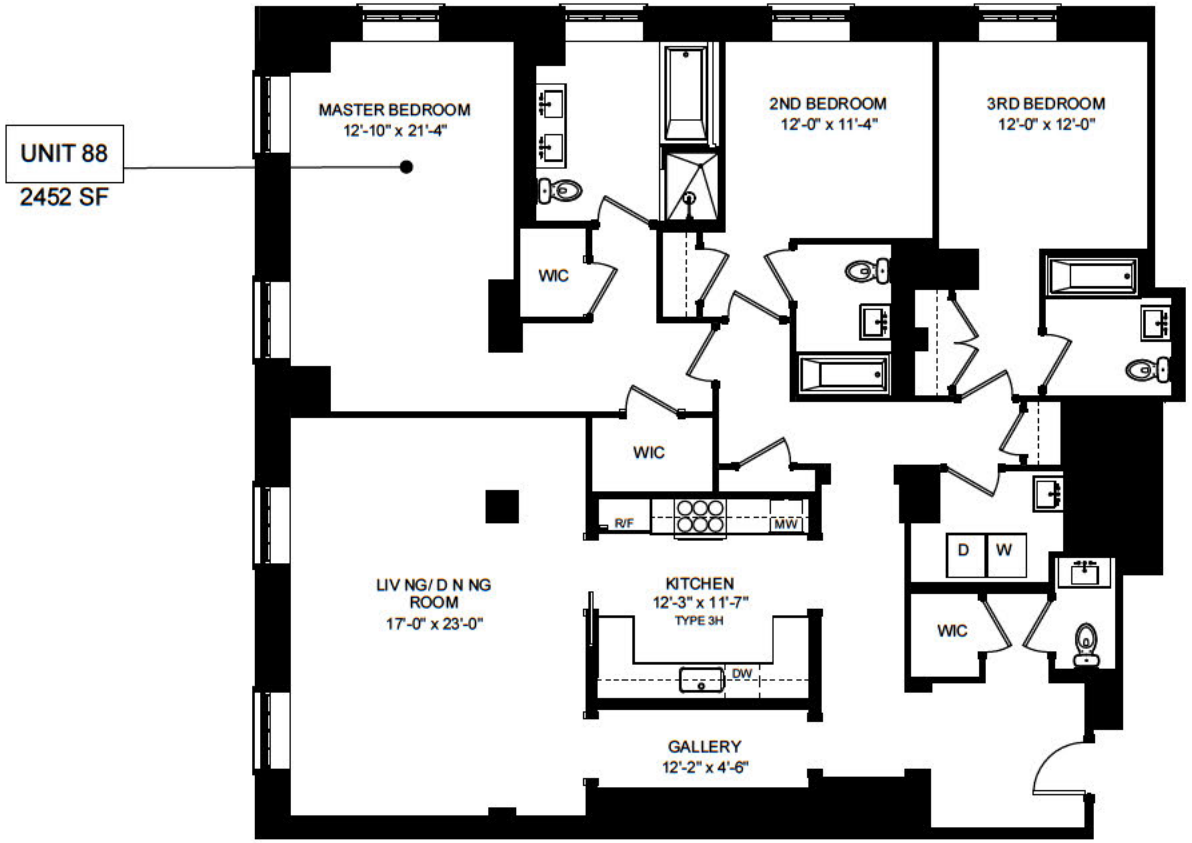


3/32" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTA N MINOR VARIATIONS BETWEEN FLOORS.

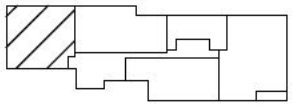
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




160 WEST 12TH STREET
NEW YORK, NY

UNIT 88
3 BEDROOMS
3.5 BATHS
2452 SF





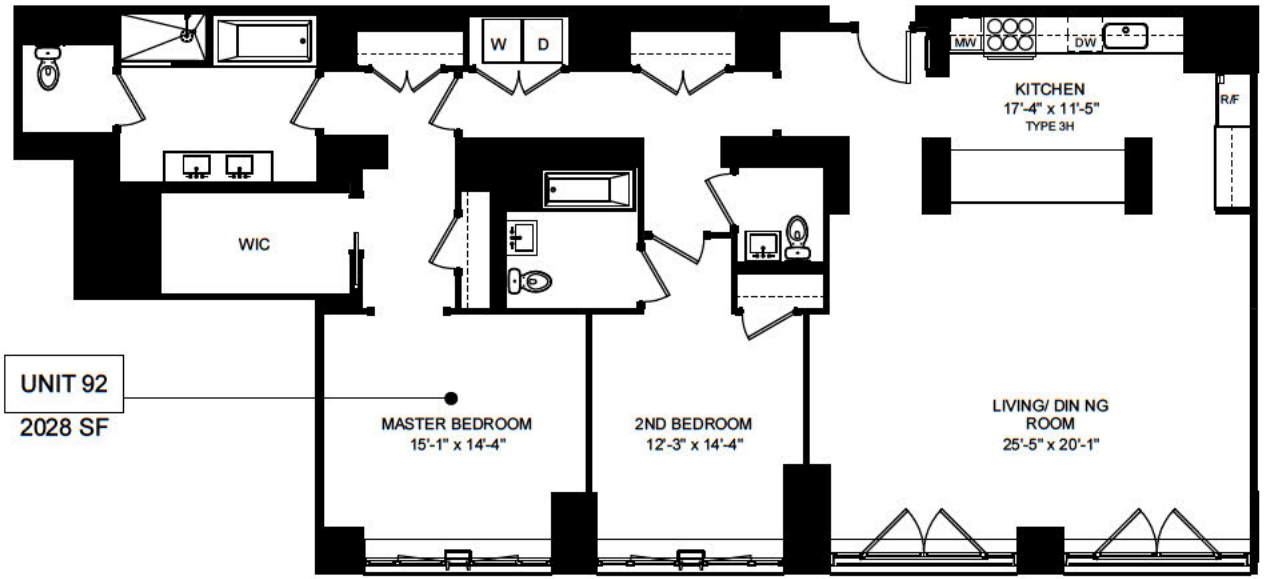


3/32" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTA N MINOR VARIATIONS BETWEEN FLOORS.

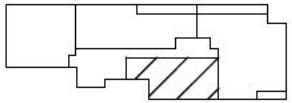
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




160 WEST 12TH STREET
NEW YORK, NY

UNIT 92
2 BEDROOMS
2.5 BATHS
2028 SF





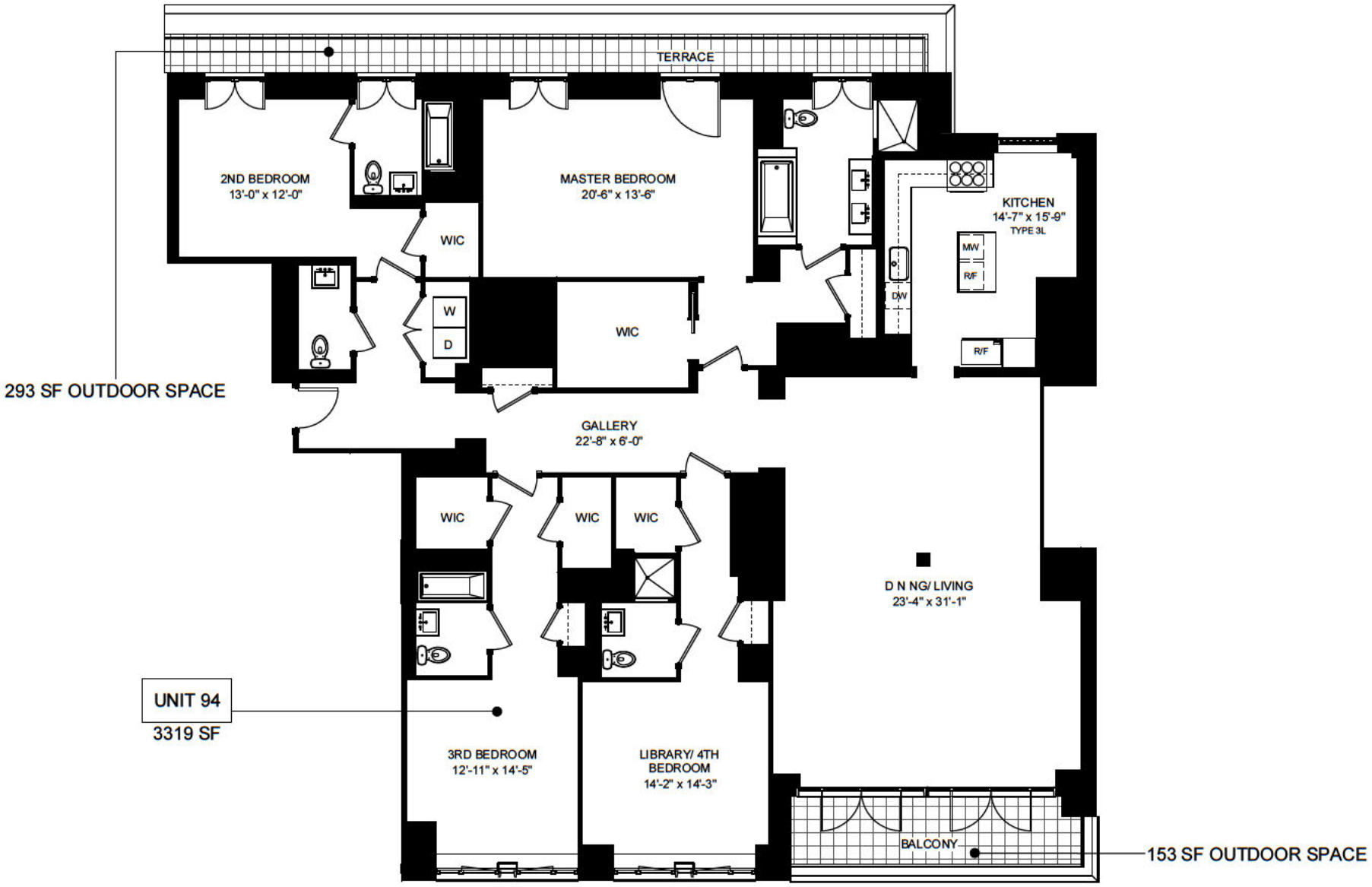


3/32" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTA N MINOR VARIATIONS BETWEEN FLOORS.

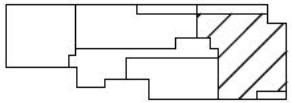
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




160 WEST 12TH STREET
NEW YORK, NY

UNIT 94
4 BEDROOMS
4.5 BATHS
3319 SF
446 SF OUTDOOR SPACE







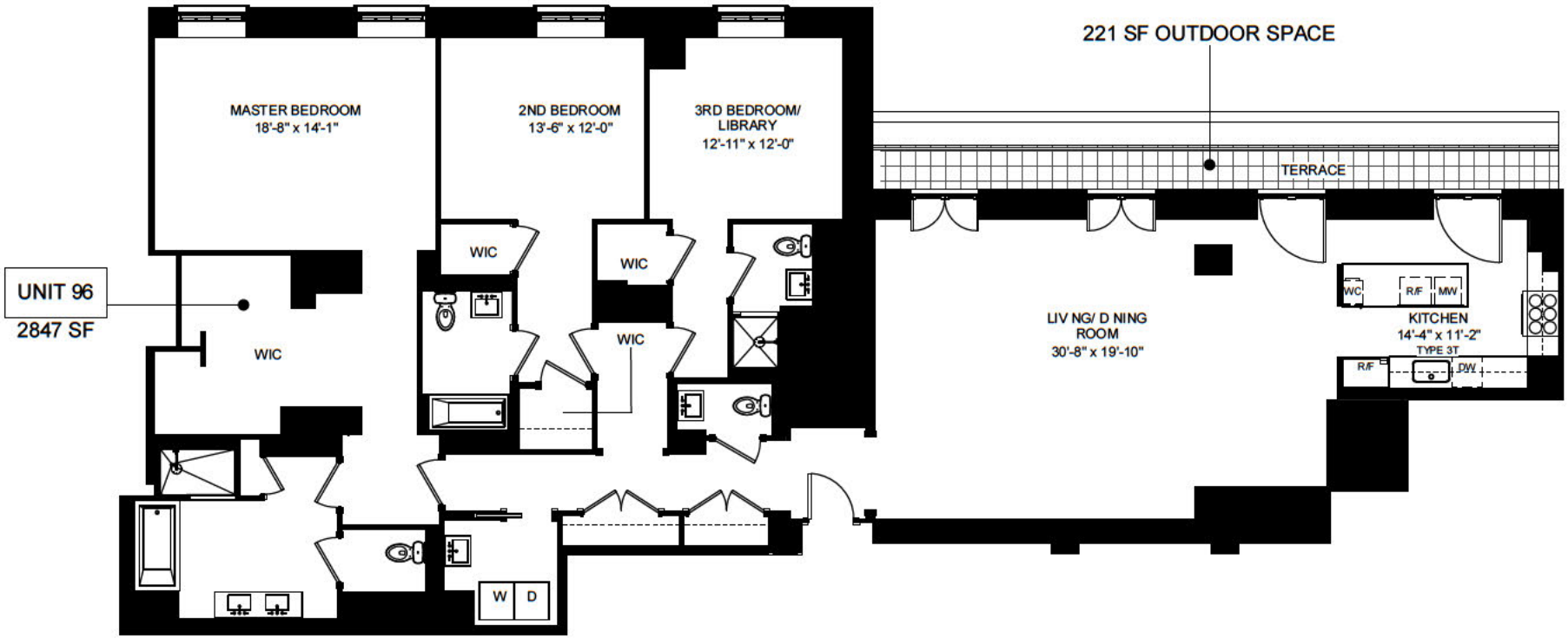


3/32" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTA N MINOR VARIATIONS BETWEEN FLOORS.

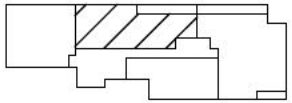
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




160 WEST 12TH STREET
NEW YORK, NY

UNIT 96
3 BEDROOMS
3.5 BATHS
2847 SF
221 SF OUTS DE SPACE



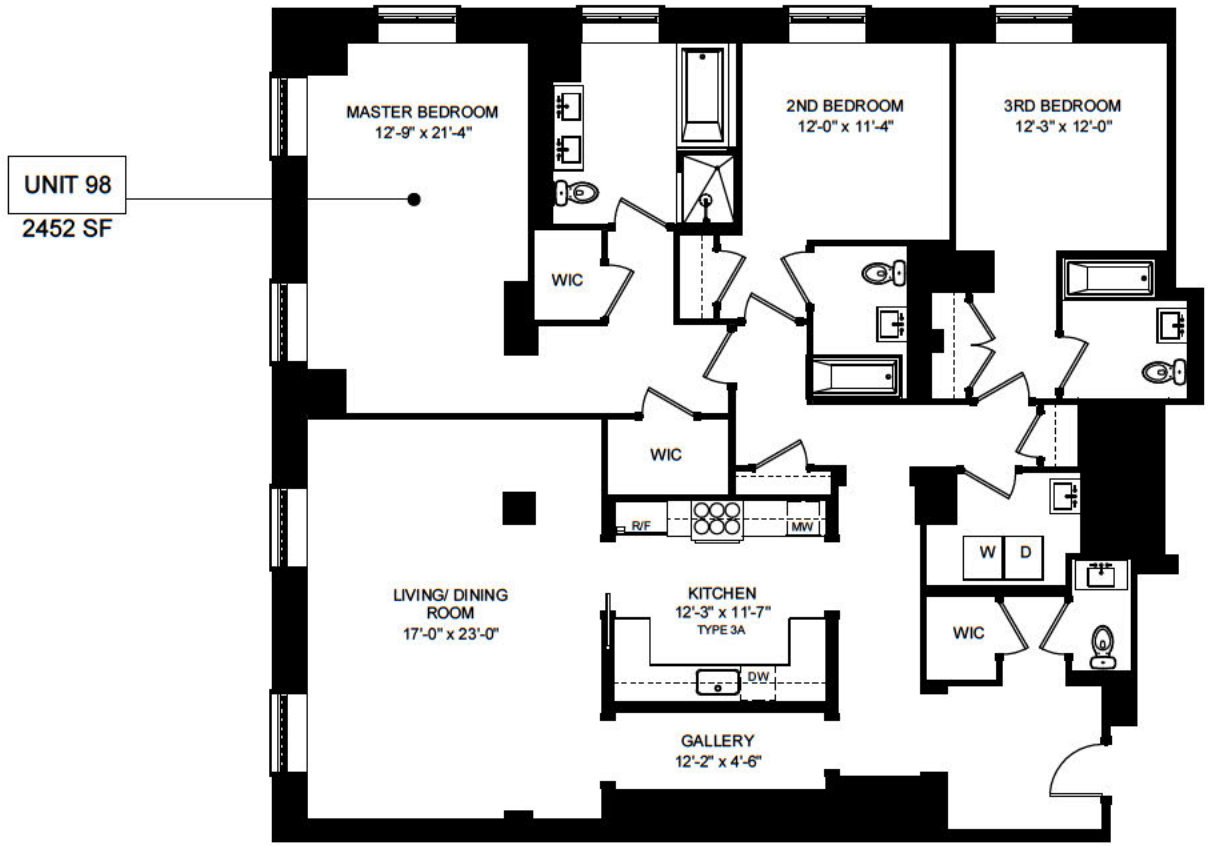

0' 4' 8' 12'

3/32" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTA N MINOR VARIATIONS BETWEEN FLOORS.

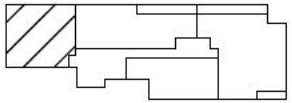
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




160 WEST 12TH STREET
NEW YORK, NY

UNIT 98
3 BEDROOMS
3.5 BATHS
2452 SF





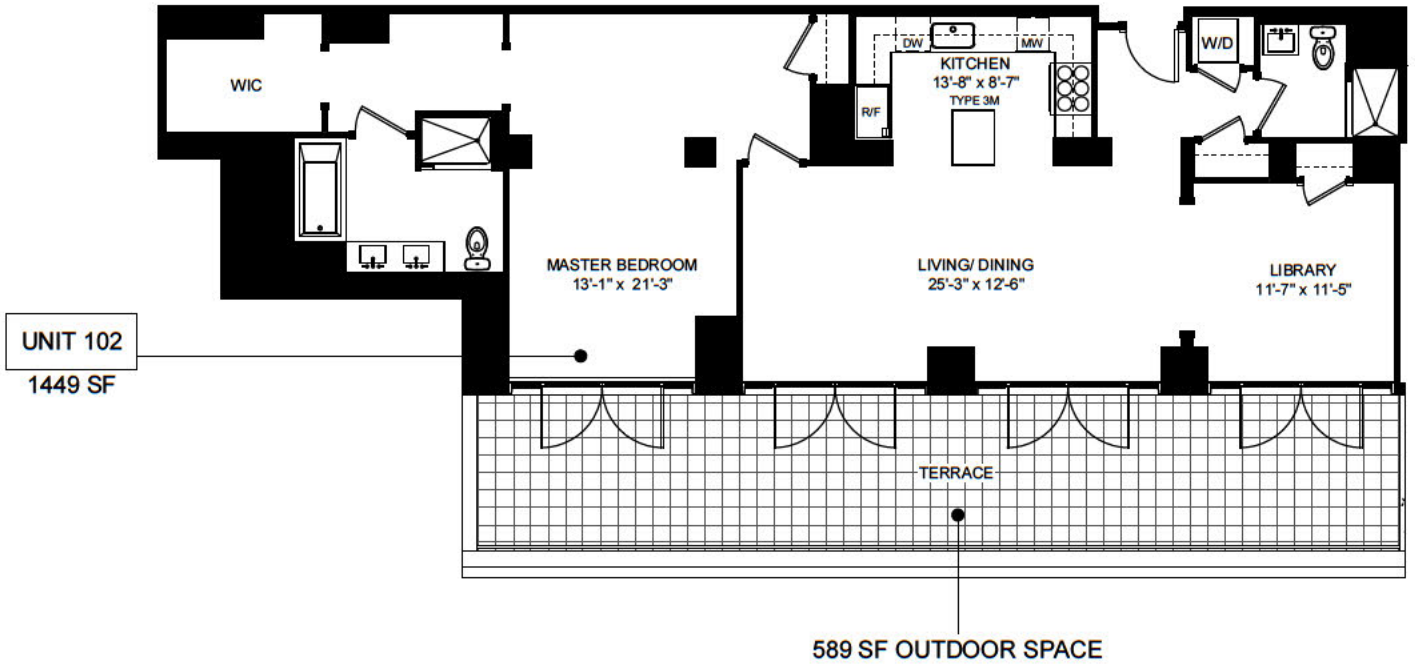


3/32" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTA N MINOR VARIATIONS BETWEEN FLOORS.

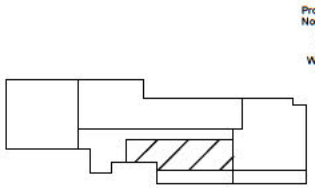
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




160 WEST 12TH STREET
NEW YORK, NY

UNIT 102
1 BEDROOMS
2 BATHS
1449 SF
589 SF OUTDOOR SPACE







3/32" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTA N MINOR VARIATIONS BETWEEN FLOORS.

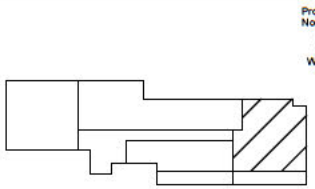
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




160 WEST 12TH STREET
NEW YORK, NY

UNIT 104
3 BEDROOMS
3.5 BATHS
2904 SF
552 SF OUTDOOR SPACE



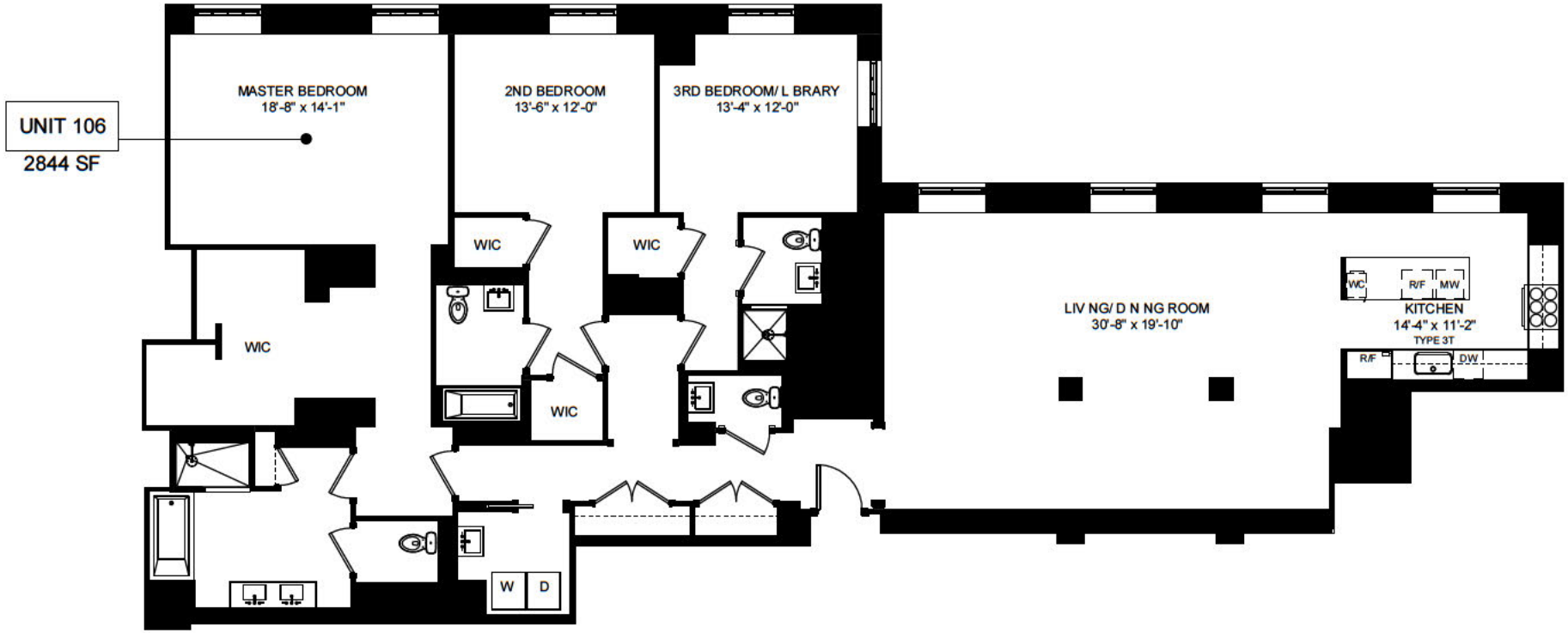

0' 4' 8' 12'

3/32" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTA N MINOR VARIATIONS BETWEEN FLOORS.

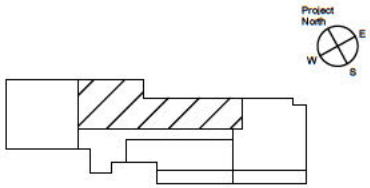
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




160 WEST 12TH STREET
NEW YORK, NY

UNIT 106
3 BEDROOMS
3.5 BATHS
2844 SF



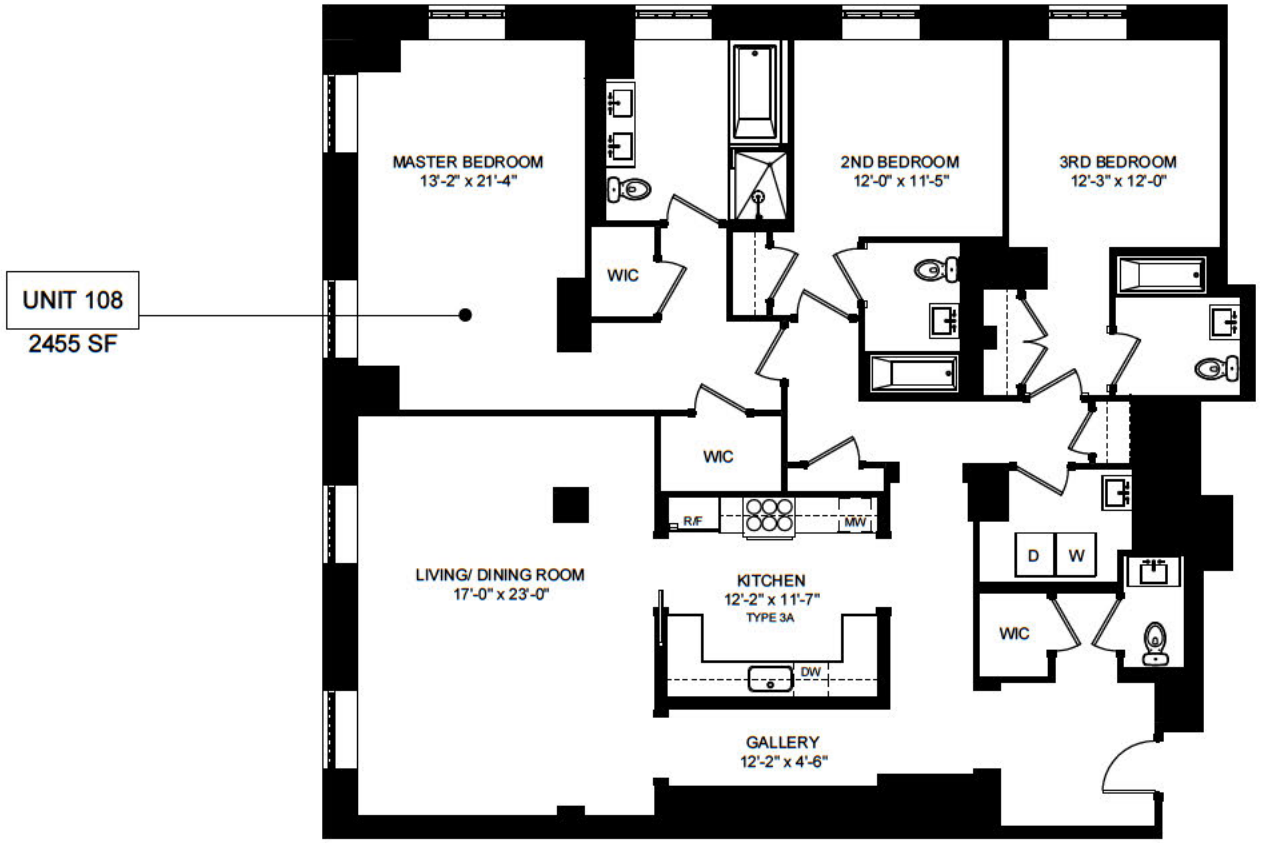

0' 4' 8' 12'

3/32" = 1'-0"

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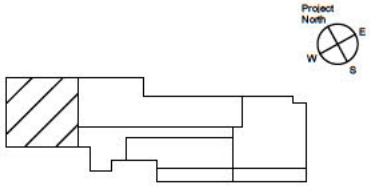
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




160 WEST 12TH STREET
NEW YORK, NY

UNIT 108
3 BEDROOMS
3.5 BATHS
2455 SF





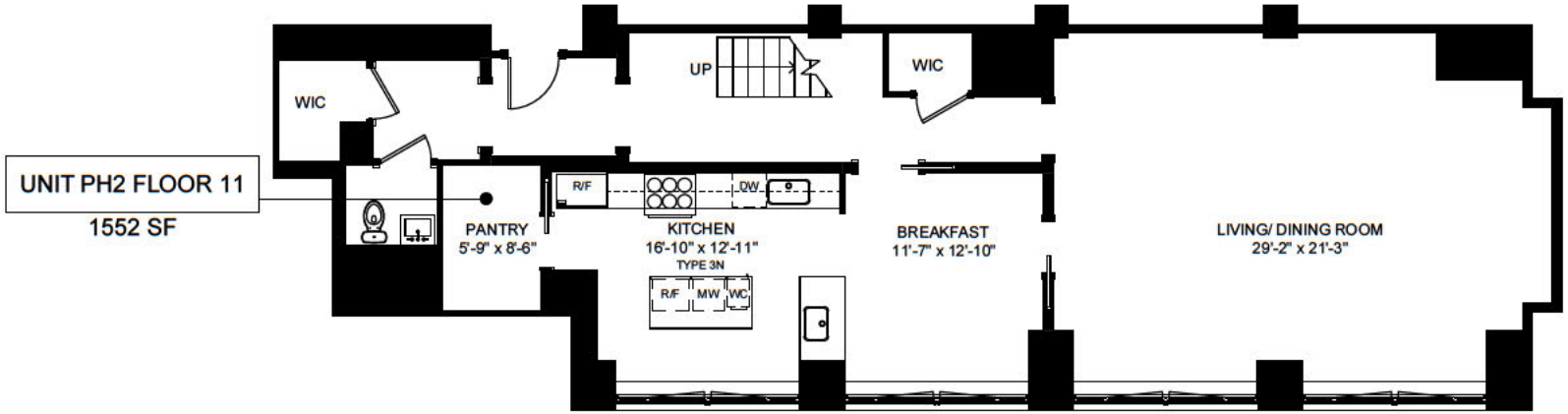


3/32" = 1'-0"

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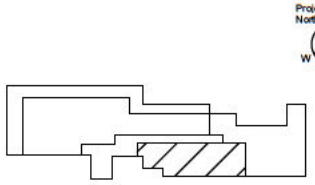
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




160 WEST 12TH STREET
NEW YORK, NY

UNIT PH2
3 BEDROOMS
3.5 BATHS
3905 SF
1083 SF OUTSIDE SPACE





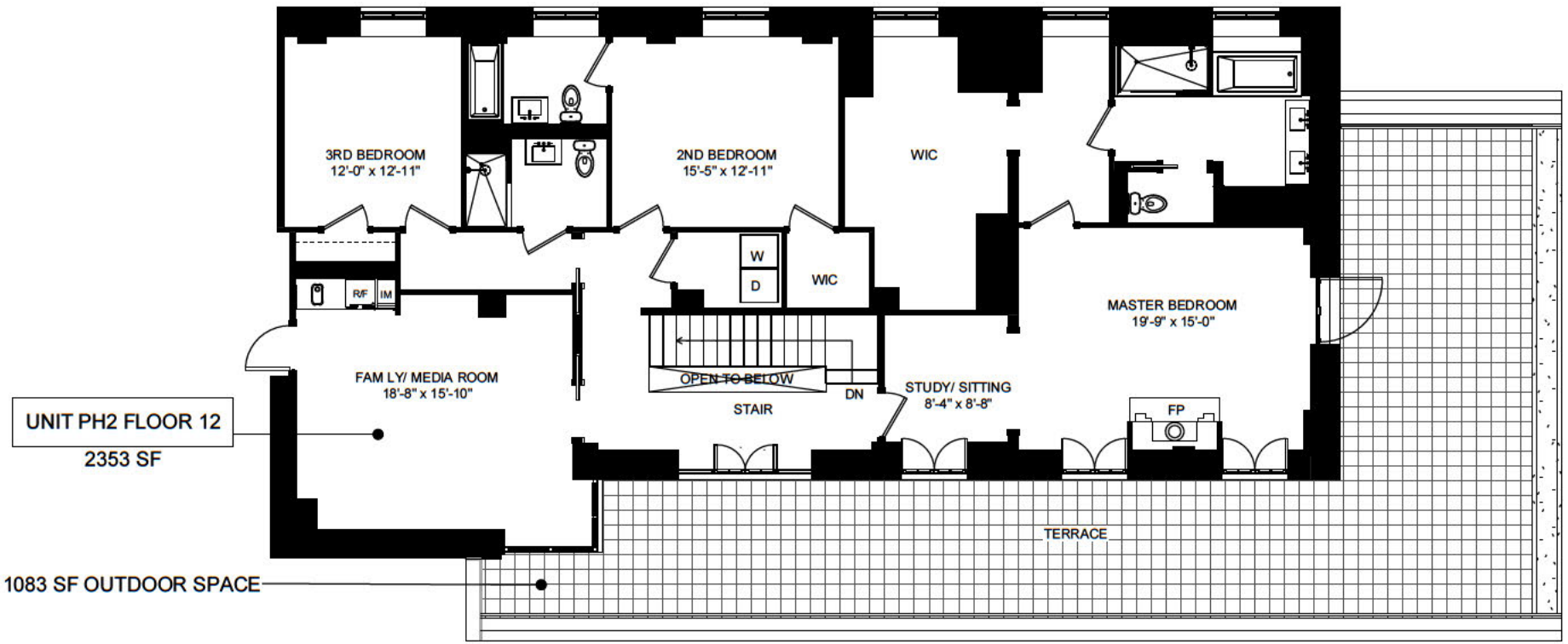


3/32" = 1'-0"

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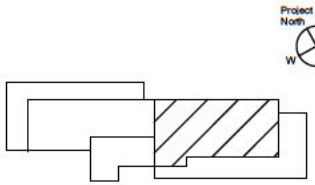
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FXFOWLE ARCHITECTS, LLP




160 WEST 12TH STREET
NEW YORK, NY

UNIT PH2
3 BEDROOMS
3.5 BATHS
3905 SF
1083 SF OUTSIDE SPACE





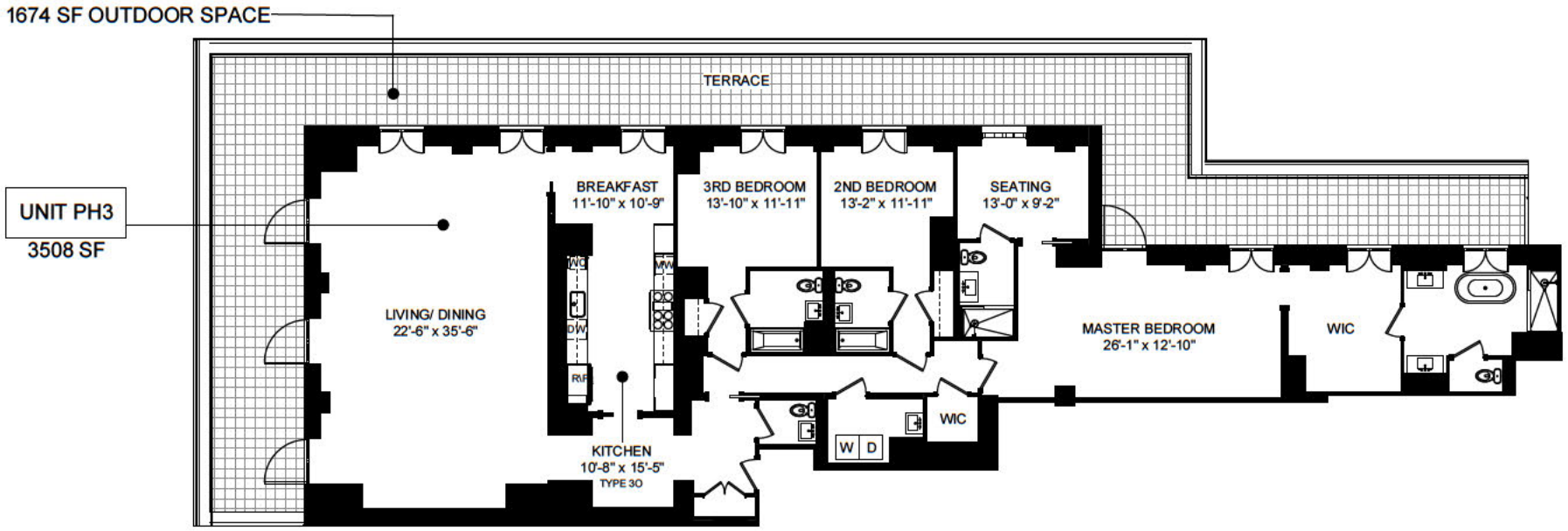


3/32" = 1'-0"

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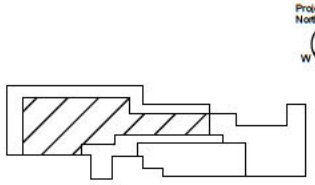
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




160 WEST 12TH STREET
NEW YORK, NY

UNIT PH3
3 BEDROOMS
4.5 BATHS
3508 SF
1674 SF OUTDOOR SPACE





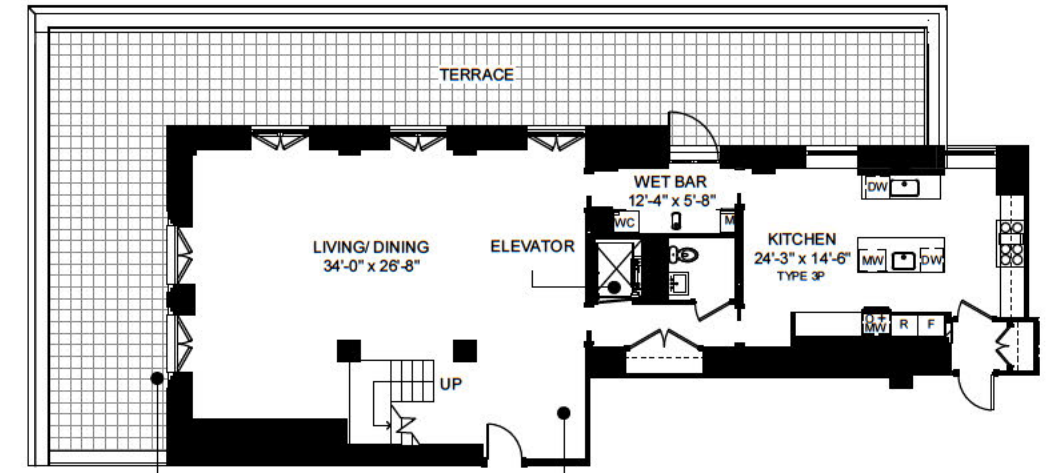


1/16" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTA N MINOR VARIATIONS BETWEEN FLOORS.

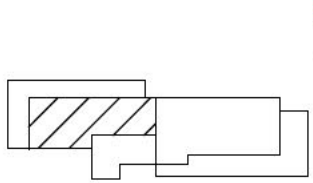
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




155 WEST 11TH ST (ACCESS)
160 WEST 12TH ST (PHYSICAL LOCATION)
NEW YORK, NY

PHA
4 BEDROOMS
4.5 BATHS
5091 SF
3705 SF OUTDOOR SPACE





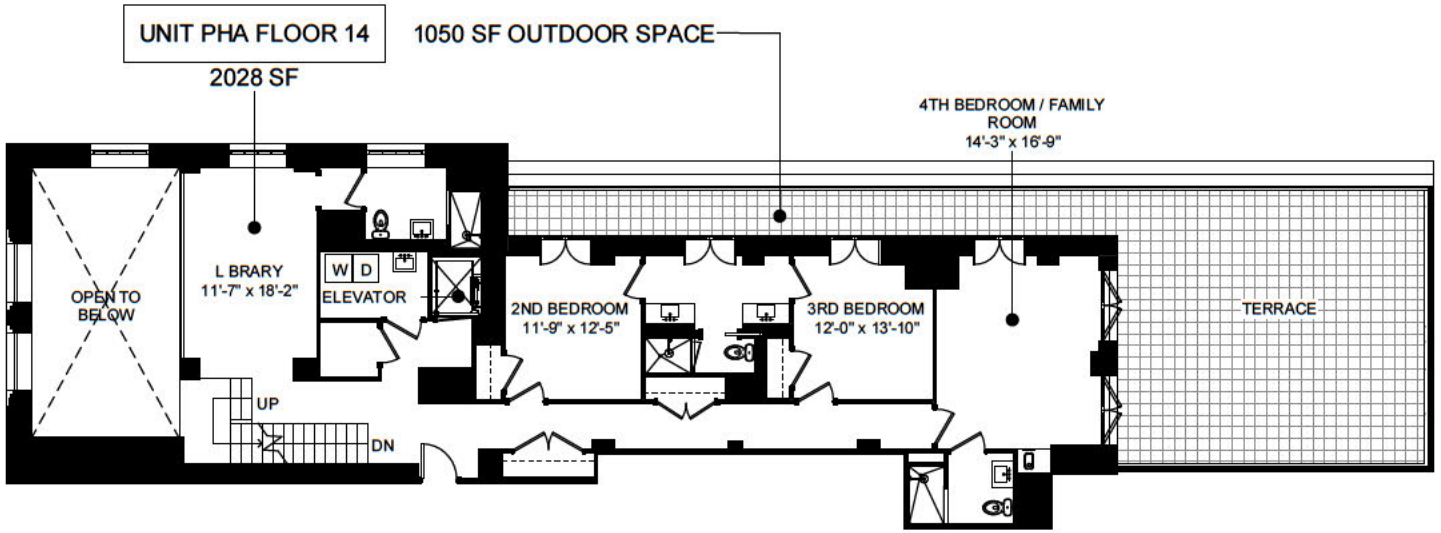


1/16" = 1'-0"

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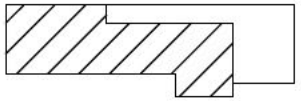
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




155 WEST 11TH ST (ACCESS)
160 WEST 12TH ST (PHYSICAL LOCATION)
NEW YORK, NY

PHA
4 BEDROOMS
4.5 BATHS
5091 SF
3705 SF OUTDOOR SPACE





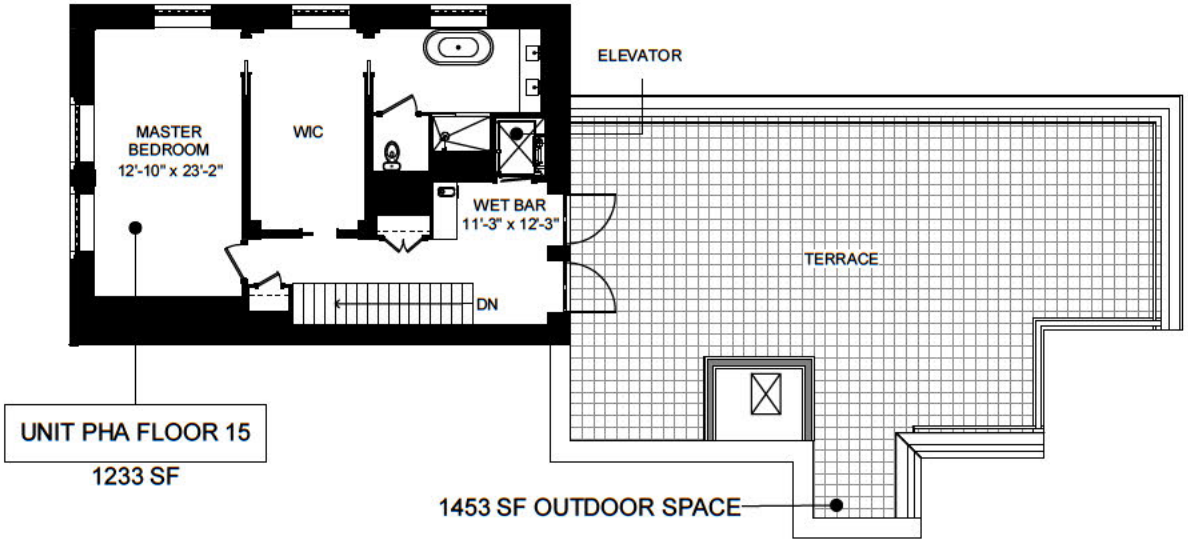


1/16" = 1'-0"

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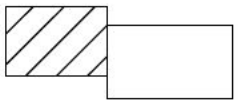
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




155 WEST 11TH ST (ACCESS)
160 WEST 12TH ST (PHYSICAL LOCATION)
NEW YORK, NY

PHA
4 BEDROOMS
4.5 BATHS
5091 SF
3705 SF OUTDOOR SPACE







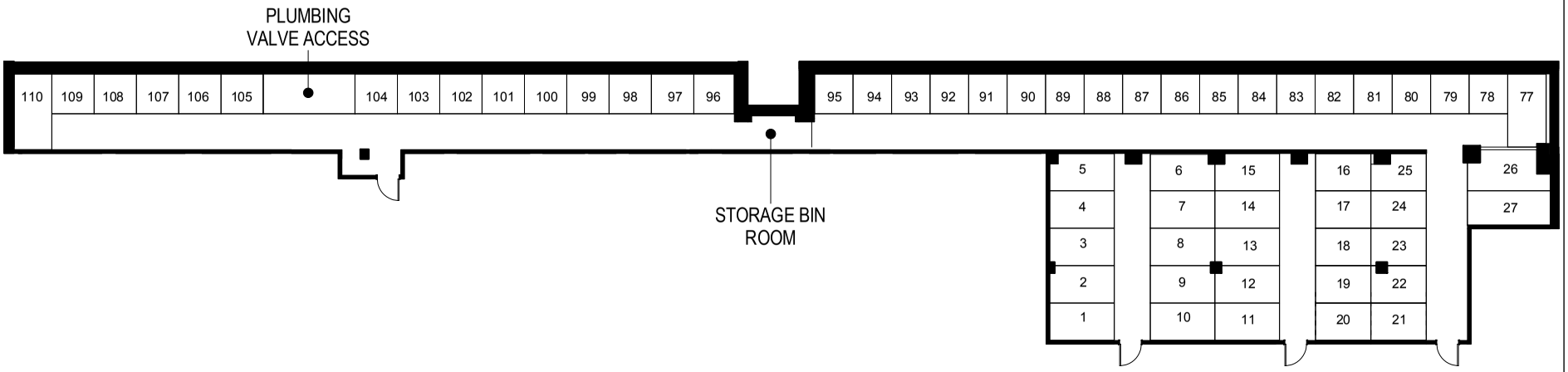


1/16" = 1'-0"

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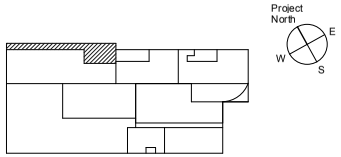
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




1 SEVENTH AVENUE
NEW YORK, NY

CELLAR FLOOR PLAN
STORAGE BIN ROOM 1
61 STORAGE BINS







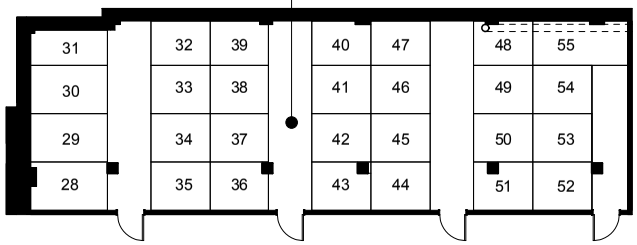
3/64" = 1'-0"

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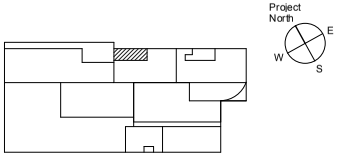
FXFOWLE ARCHITECTS, LLP

STORAGE BIN
ROOM




1 SEVENTH AVENUE
NEW YORK, NY

CELLAR FLOOR PLAN
STORAGE BIN ROOM 2
28 STORAGE BINS





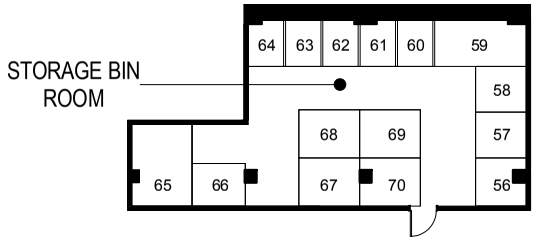


3/64" = 1'-0"

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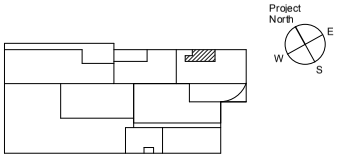
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP




1 SEVENTH AVENUE
NEW YORK, NY

CELLAR FLOOR PLAN
STORAGE BIN ROOM 3
15 STORAGE BINS





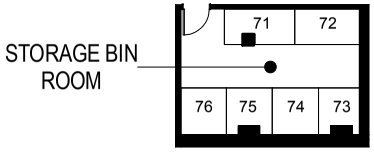


3/64" = 1'-0"

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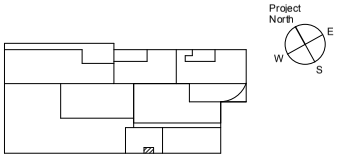
FXFOWLE ARCHITECTS, LLP

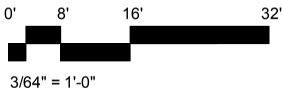





1 SEVENTH AVENUE
NEW YORK, NY

CELLAR FLOOR PLAN
STORAGE BIN ROOM 4
6 STORAGE BINS

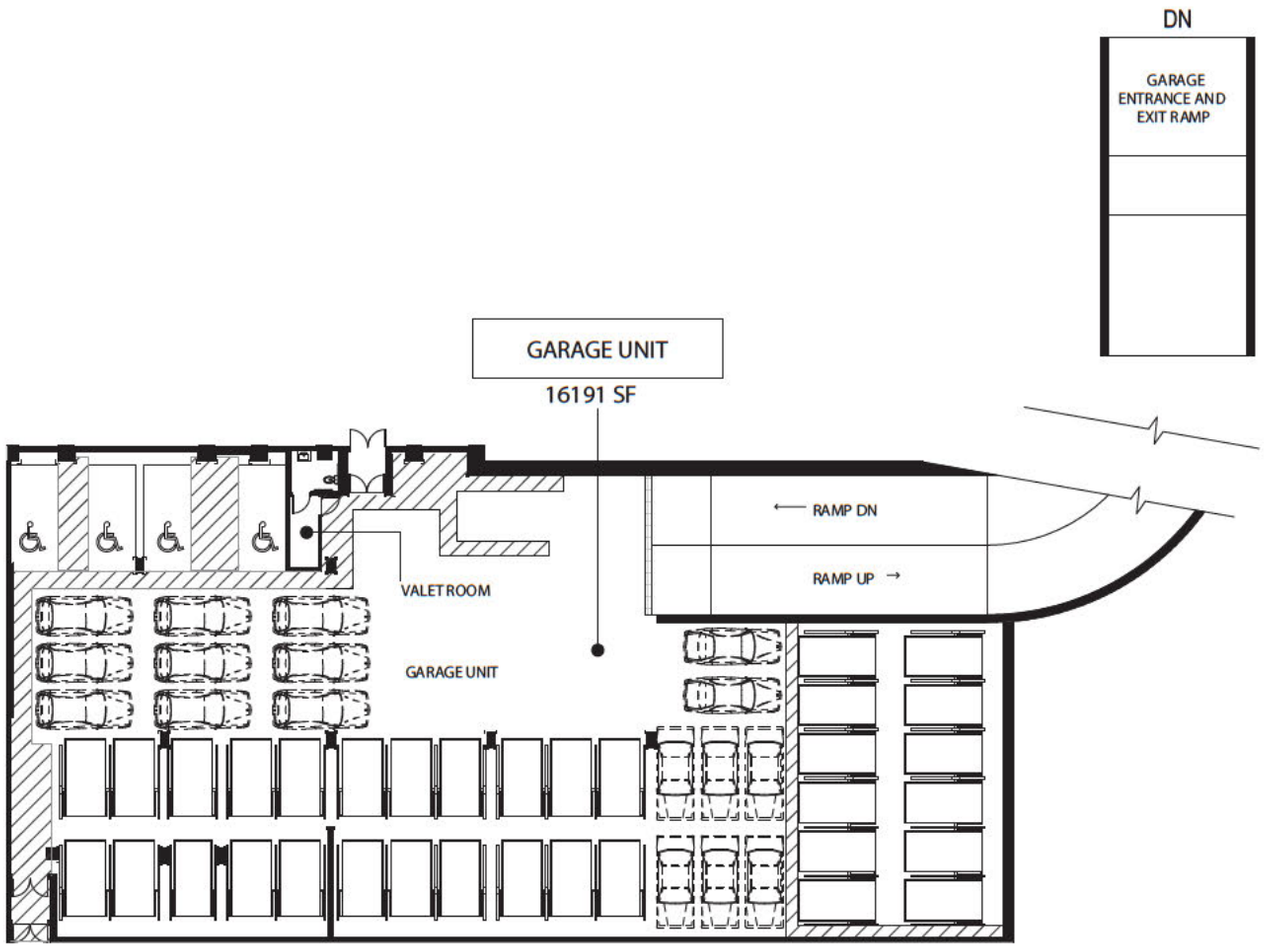



3/64" = 1'-0"

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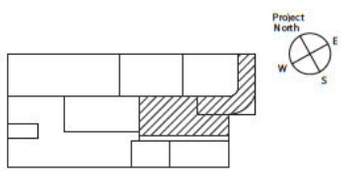
NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.




1 SEVENTH AVENUE
NEW YORK, NY

CELLAR FLOOR PLAN

16,191 SF



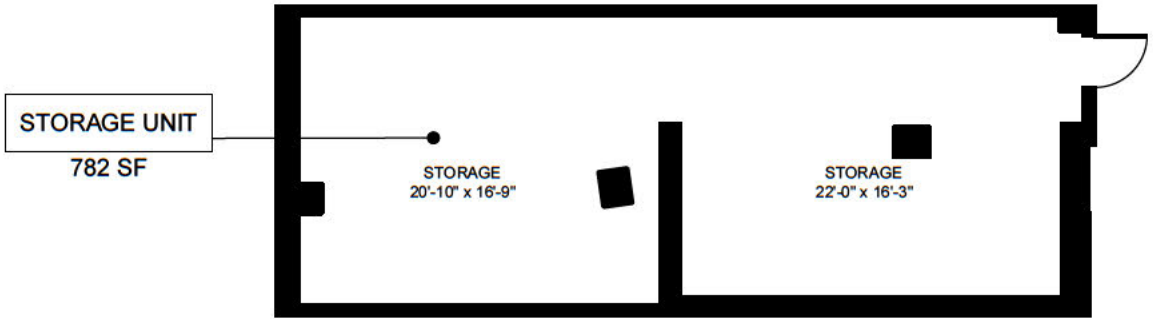

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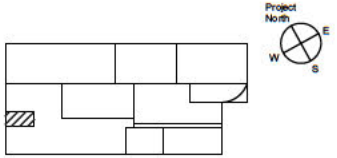
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FXFOWLE ARCHITECTS, LLP




1 SEVENTH AVENUE
NEW YORK, NY

CELLAR FLOOR PLAN





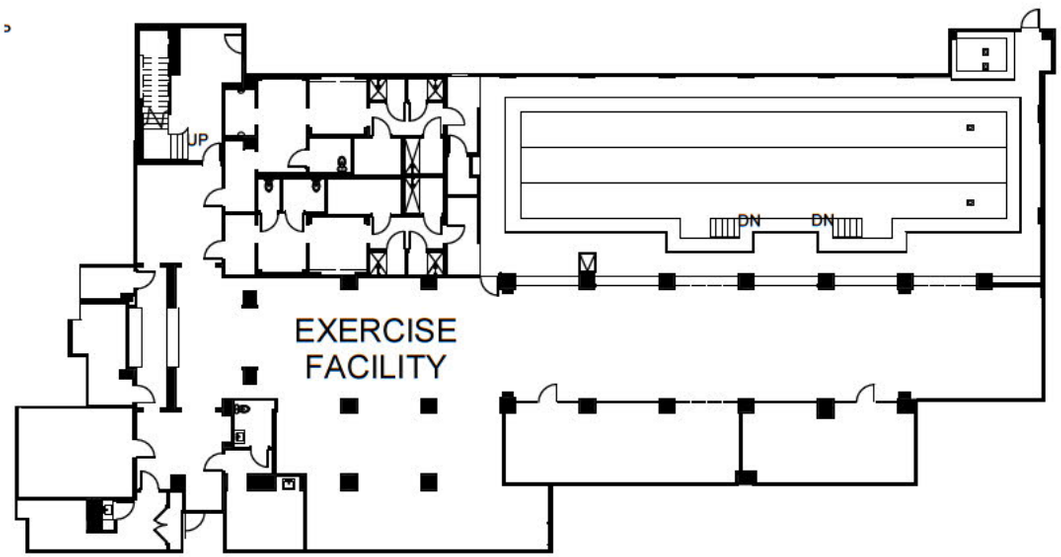


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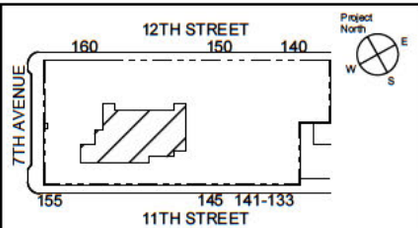
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FXFOWLE ARCHITECTS, LLP




155 WEST 11TH STREET
NEW YORK, NY

CELLAR
EXERCISE FACILITY



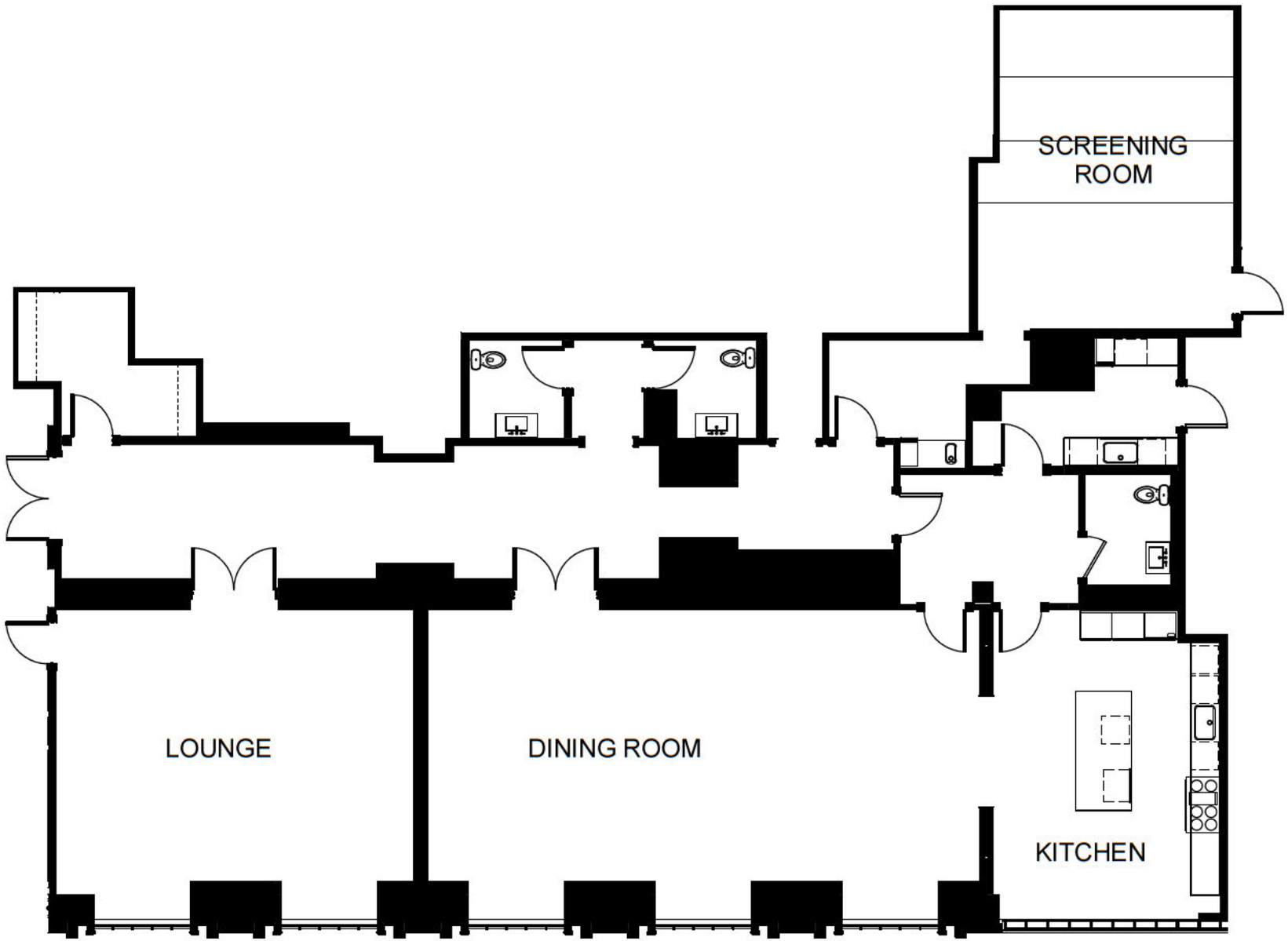

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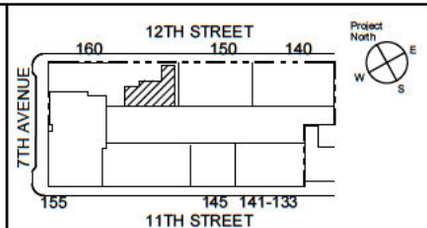
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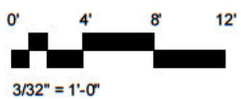
FXFOWLE ARCHITECTS, LLP




160 WEST 12TH STREET
NEW YORK, NY

1ST FLOOR
SCREENING ROOM, D NING ROOM,
KITCHEN, LOUNGE



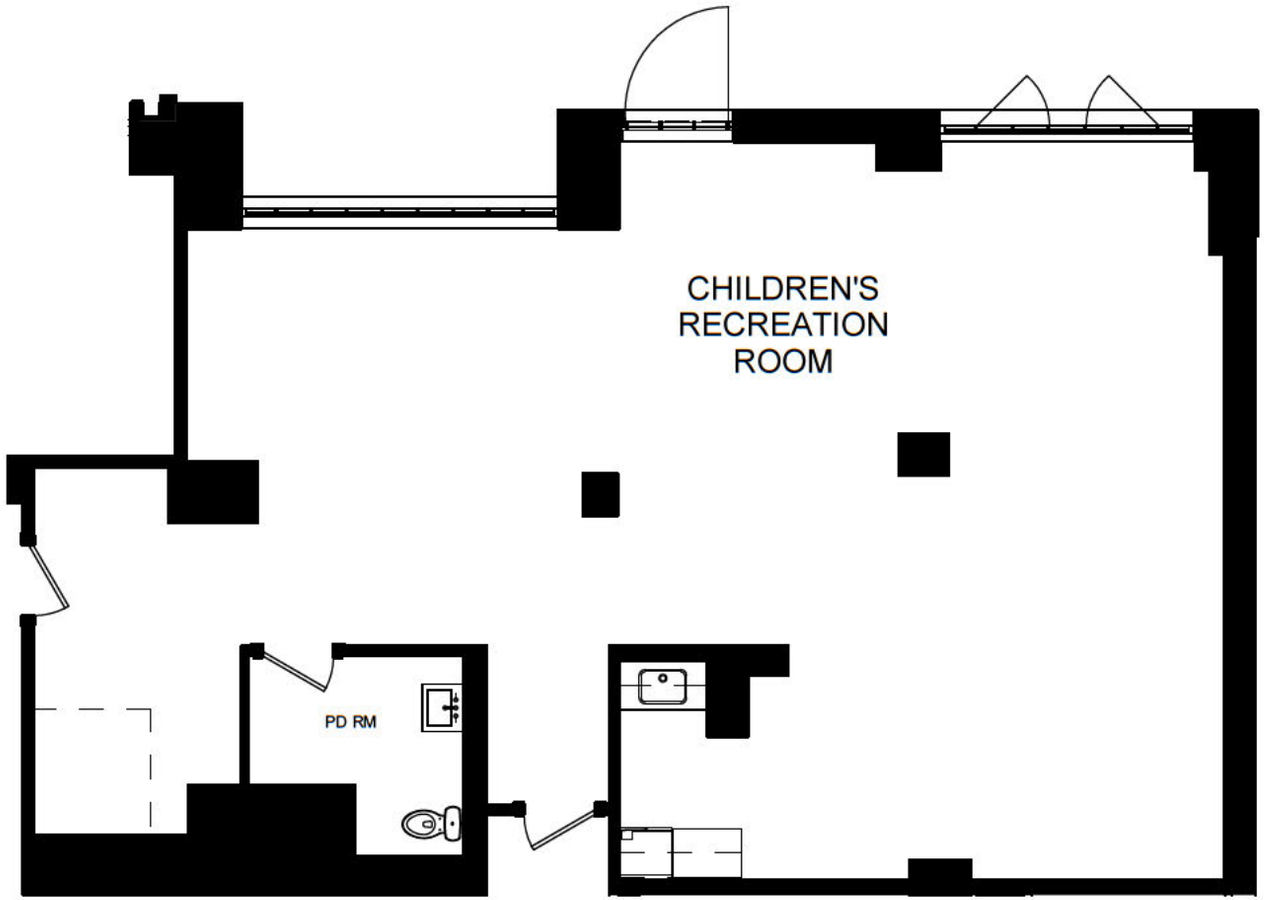




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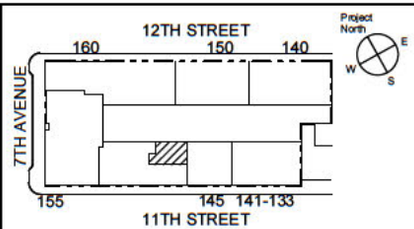
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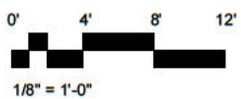
FXFOWLE ARCHITECTS, LLP




155 WEST 11TH STREET
NEW YORK, NY

1ST FLOOR
CHILDREN'S RECREATION ROOM




ALL D MENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTA N M NOR VARIATIONS BETWEEN FLOORS.

NOTED DIMENSIONS REFLECT NTERIOR DIMENSIONS OF SPACE.

FXFOWLE ARCHITECTS, LLP

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# EXHIBIT 3

OPTION AGREEMENT

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# OPTION AGREEMENT

West Village Residences LLC

Sponsor

With

Purchaser

Unit Number ___

THE GREENWICH LANE
133-141 West 11th Street
145 West 11th Street
155 West 11th Street
160 West 12th Street
150 West 12th Street, and
140 West 12th Street
New York, New York 10011

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# TABLE OF CONTENTS


1. THE PLAN ..... 1
2. DEFINITIONS ..... 1
3. THE UNIT ..... 2
4. PURCHASE PRICE ..... 2
5. PREMIUM PAYMENT TO BE HELD IN TRUST ..... 3
6. CLOSING DATE AND PLACE ..... 3
7. DELIVERY OF THE DEED, TRANSFER TAX FORMS, POWER OF ATTORNEY ..... 3
8. STATUS OF TITLE ..... 4
9. CLOSING ADJUSTMENTS ..... 4
10. MORTGAGE TAX CREDIT ..... 5
11. CLOSING COSTS ..... 5
12. AGREEMENT NOT A LIEN OR ENCUMBRANCE ..... 6
13. DEFAULT BY PURCHASER ..... 6
14. AGREEMENT SUBJECT TO PLAN BEING EFFECTIVE ..... 7
15. SPONSOR'S INABILITY TO CONVEY THE UNIT ..... 7
16. FIXTURES, APPLIANCES AND PERSONAL PROPERTY ..... 7
17. CONSTRUCTION ..... 8
18. INSPECTION OF THE UNIT ..... 8
19. DAMAGE TO THE UNIT ..... 9
20. NO REPRESENTATIONS ..... 9
21. PROHIBITION AGAINST ADVERTISING ..... 10
22. BROKER ..... 10
23. AGREEMENT MAY NOT BE ASSIGNED ..... 10
24. BINDING EFFECT ..... 10
25. NOTICES ..... 11
26. JOINT PURCHASERS ..... 11
27. LIABILITY OF SPONSOR ..... 11
28. FURTHER ASSURANCES ..... 12
29. AGREEMENT NOT CONTINGENT UPON FINANCING ..... 12
30. COSTS OF ENFORCING AND DEFENDING AGREEMENT ..... 12
31. SEVERABILITY ..... 12
32. STRICT COMPLIANCE ..... 12
33. GOVERNING LAW ..... 12
34. WAIVER OF JURY ..... 12
35. ENTIRE AGREEMENT ..... 13
36. CERTAIN REFERENCES ..... 13
37. CAPTIONS ..... 13
38. SUCCESSORS AND ASSIGNS ..... 13
39. CONFIDENTIALITY ..... 13
40. NO ORAL CHANGES ..... 13
41. LETTER OF CREDIT IN LIEU OF DEPOSITS IN ESCROW ..... 13
42. PERFORMANCE ..... 13
43. COUNTERPARTS ..... 14
44. WAIVER OF DIPLOMATIC OR SOVEREIGN IMMUNITY ..... 14
45. OFAC COMPLIANCE

46. INTERNAL REVENUE REPORTING REQUIREMENT ..... 15
47. OPTION ..... 15
48. LEAD BASED PAINT DISCLOSURE ..... 15

**OPTION AGREEMENT**

**UNIT NUMBER ____**

**THE GREENWICH LANE**
**133-141 West 11th Street**
**145 West 11th Street**
**155 West 11th Street**
**160 West 12th Street**
**150 West 12th Street and**
**140 West 12th Street**
**New York, New York 10011**

OPTION AGREEMENT, made as of _____, 20__, between Sponsor and Purchaser (hereinafter referred to as the "Agreement").

**WITNESSETH:**

1. THE PLAN

Purchaser acknowledges having received and read a copy of the Offering Plan for the condominium known as The Greenwich Lane dated _____, 2013, and all amendments thereto, if any, filed prior to the date hereof with the Department of Law of the State of New York (hereinafter, collectively, referred to as the "Plan") at least three (3) business days prior to Purchaser signing this Agreement. If Purchaser has not received and read the Plan and all amendments thereto at least three (3) business days prior to Purchaser signing this Agreement, Purchaser shall have the right to rescind this Agreement, by sending written notice of such rescission to Sponsor by certified or registered mail, return receipt requested, or by personal delivery, in either case within seven (7) days from the date Purchaser executes and delivers this Agreement together with the required Premium Payment to the Selling Agent. 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. Purchaser hereby adopts, accepts and approves the Plan (including, without limitation, the Declaration, By-laws and Rules and Regulations contained therein) and agrees to abide and be bound by the terms and conditions thereof, as well as all amendments to the Plan duly filed by Sponsor.

2. DEFINITIONS

Terms used herein which are also used in the Plan shall have the same meanings as they do in the Plan, unless the context requires otherwise.

2.1 "Sponsor" means West Village Residences LLC, a Delaware limited liability company, having an address at 345 Park Avenue, New York, New York 10154, Attention John J. Gilbert III. Sponsor's taxpayer identification number is 45-3235048.

2.2 "Purchaser" means _____, having an address at _____, _____, _____. Purchaser's social security number is _____.

2.3 "Attorney for Sponsor" means Goldfarb & Fleece LLP, having an address at 345 Park Avenue, 33rd Floor, New York, New York 10154; Attention: Neal A. Weinstein, Esq., Telephone Number (212) 891-9132. Facsimile Number (212) 751-3738.

2.4 "Attorney for Purchaser" means _____, having an address at _____, _____, _____, Attention: _____, Esq. Telephone Number (___) ____-____. Facsimile Number (___) ____-_____.

2.5 "Selling Agent" means Corcoran Sunshine Marketing Group, having an address at 888 Seventh Avenue, 39th Fl., New York, New York 10106.

2.6 "Co-Broker" means _____.

2.7 "Escrow Agent" means Attorney for Sponsor.

2.8 "Title Company" means New York Land Services, an operating division of Commonwealth Land Title Insurance Company, 630 Third Avenue, New York, New York 10017 (Tel. No. (212) 490-2277)

3. THE UNIT

Upon and subject to the terms and conditions set forth herein, Sponsor hereby grants to Purchaser, and Purchaser hereby acquires from Sponsor, an option to purchase the Unit designated as Unit ___ in the Declaration of The Greenwich Lane condominium, which Unit is to be designated as Tax Lot ___ 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, located at building addresses 133 West 11th Street, 135 West 11th Street, 137 West 11th Street, 139 West 11th Street, 141 West 11th Street, 145 West 11th Street, 155 West 11th Street, 140 West 12th Street, 150 West 12th Street, and 160 West 12th Street, New York, New York 10011, to be recorded in the New York County Office of the Register of The City of New York, together with its undivided interests in the Common Elements and in the Residential Common Elements appurtenant to such Unit (hereinafter, collectively referred to as the "Unit"). The land on which the Unit is located is as described on Schedule C hereto. **Purchaser is also acquiring a license to [Storage Bin #___ / a Parking Space License] for the purchase price set forth in the [Storage Bin /Parking Space Rider hereto.]**

4. PURCHASE PRICE

4.1 The purchase price for the Unit is $_____ ( the "Purchase Price")

The Purchase Price is payable as follows:

(a) $_____ ("Initial Premium Payment"), due upon Purchaser's signing and delivering this Agreement, by check (subject to collection), receipt of which is hereby acknowledged;

(b) $_____ ("Additional Premium Payment", the term "Premium Payment" as used herein, refers to both the Initial Premium Payment and, if the same has been paid at the time in question, the Additional Premium Payment), is due upon the earlier to occur of (i) 4 months after the date of this Agreement, or (ii) within 15 days after Sponsor serves Purchaser with a written notice of an amendment to the Plan declaring the Plan effective; and

(c) $_____ (the "Exercise Price"), by good certified check of Purchaser or official bank check, payable on the delivery of the deed as hereinafter provided.

(d) If Purchaser is signing this Agreement after the Plan is declared effective, the Initial Premium Payment and Additional Premium Payment shall be due upon Purchaser signing this Agreement.

4.2 All checks shall represent United States currency, be drawn on or issued by a United States bank or trust company which is a member of the New York Clearing House Association and shall be unendorsed. The Premium Payment shall be made payable to the direct order of "Goldfarb & Fleece LLP, as Escrow Agent". The Exercise Price shall be made payable to the direct order of Sponsor (or such other party as Sponsor directs to Purchaser, in writing, at least one (1) business day prior to the date of Closing of Title). If any check is returned for insufficient funds or any other reason, such return shall be deemed to be a default by Purchaser under this Agreement and shall entitle Sponsor to exercise any of the remedies set forth in Article 13 hereof. Notwithstanding the foregoing, if the check representing the Initial Premium Payment is returned for insufficient funds or any other reason, such return shall be deemed to be a non-curable default by Purchaser and this Agreement shall automatically be deemed cancelled. Upon the cancellation of this Agreement, Purchaser and Sponsor will be released and discharged of all further liability and obligations hereunder and under the Plan, and the Unit may be sold to another as though this Agreement had never been made, and without any obligation to account to Purchaser for any of the proceeds of such sale.

5. PREMIUM PAYMENT TO BE HELD IN TRUST

All Premium Payments made pursuant to this Agreement are subject to the requirements of Sections 352-e(2)(b) and 352-h of the New York General Business Law and the Attorney General's regulations promulgated pursuant thereto. All monies received from Purchaser towards the Premium Payment shall be delivered to Escrow Agent and shall be held in accordance with the Section of the Plan entitled "Escrow and Trust Fund Requirements" and the Escrow Provisions set forth on Schedule D hereto. 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 Premium Payment to Sponsor in the event Sponsor and Purchaser close title under this Agreement. If Purchaser shall default on Purchaser's obligations under this Agreement, then the Premium Payment shall be released to Sponsor as liquidated damages, and thereafter, neither party shall have any further rights or obligations against or to each other, subject to Section 13.2 below. In the event Sponsor cannot convey title to the Unit to Purchaser by reason other than Purchaser's default, the Premium Payment shall be returned to Purchaser, within 30 business days of Sponsor's notification to Purchaser that it cannot convey title.

6. CLOSING DATE AND PLACE

6.1 The Closing of Title shall be held at the offices of Attorney for Sponsor (or such other place in the City and State of New York as Sponsor may designate to Purchaser) and on such date and hour as Sponsor may designate to Purchaser (such original date, or a later date for which Closing has been scheduled by Sponsor, the "Scheduled Closing Date") on not less than 30 days' prior written notice ("Initial Closing Notice"). This notice period may be waived by Purchaser. If Sponsor consents to close at any other location as an accommodation to Purchaser, Purchaser shall pay to Attorney for Sponsor at Closing an extra fee as set forth in the Plan. After the Initial Closing Notice, Sponsor may, from time to time, adjourn and reschedule the date and hour for Closing on not less than 5 business days notice to Purchaser, which new Closing notice shall fix a new date, hour and place for the Closing of Title and which date shall not be earlier than the date set forth in the Initial Closing Notice. Only the Initial Closing Notice shall require 30 days' prior written notice.

6.2 The term "Closing Date", "Closing, "Closing of Title" or words of similar import, whenever used herein, shall mean the date on which the deed to the Unit is delivered to Purchaser.

7. DELIVERY OF THE DEED, TRANSFER TAX FORMS / AND POWER OF ATTORNEY.

7.1 At the Closing of Title, Sponsor shall deliver to Purchaser a bargain and sale deed with covenant against grantor's acts conveying fee simple title to the Unit to Purchaser, subject

only to the liens, encumbrances and title conditions set forth on Schedule A annexed hereto and made a part hereof. The deed shall be prepared by Sponsor substantially in 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, including, but not limited to, the so-called "mansion" tax, and Sponsor and Purchaser shall duly complete and execute before a notary public the New York City and New York State Transfer Tax Return Forms and any other forms then required by Law, all of which shall be prepared by Sponsor.

7.2 At the Closing of Title and simultaneously with the delivery of the deed conveying the Unit to Purchaser, Purchaser shall execute and acknowledge a power of attorney to the Condominium Board prepared by Sponsor substantially in the form set forth in Part II of the Plan, as well as whatever other documents are reasonably necessary or customary in connection with the conveyance of a condominium unit, including but not limited to title affidavits, real property transfer tax forms, reporting information in respect of real estate transactions, smoke detector affidavit and window guard notices, etc.

7.3 The executed deed, transfer tax forms and power of attorney shall be delivered at the Closing to the representative of the Title Company insuring Purchaser's title (or, if no such representative is present, then to the Attorney for Sponsor) for recording in the Office of the City Register, 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 returned to the Condominium Board.

8. STATUS OF TITLE.

8.1 At the Closing of Title, Sponsor shall convey to Purchaser, and Purchaser shall accept, such fee simple title to the Unit, as the Title Company will approve and insure without additional premium to Purchaser, provided that the only liens and encumbrances affecting title shall be those set forth in Schedule A annexed hereto and made a part hereof and those expressly agreed to by Purchaser. Any lien and encumbrance or condition to which title is not to be subject shall not be an objection to title if the instrument required to remove it of record is delivered at or prior to Closing of Title, together with the attendant recording or filing fee, if any, (a) to the Title Company or (b) to such other title insurance company as Purchaser may utilize), and the Title Company is or would be willing, in a fee policy issued by it to Purchaser, to insure Purchaser that it will not be collected out of the Unit if it is a lien, or will not be enforced against the Unit if it is not a lien. The parties further agree that violations, if any, against any unit other than the Unit or against the Common Elements or Condominium are not required to be cleared by Seller as of the Closing Date. Sponsor shall not be obligated to cause Purchaser's title company to omit any exceptions if the Title Company is willing to insure, without additional premium, Purchaser's title with such exception.

8.2 Sponsor shall be entitled to adjourn the Closing to remove or correct any defect in title which is not set forth in Schedule A. However, if such defect existed at least 10 days prior

to the Closing and Purchaser, or Purchaser's attorney, failed to send Attorney for Sponsor written notice of such defect in title at least 10 days prior to the Closing of Title, then, for purposes of Article 13 below, Purchaser shall be deemed at fault for not having sent timely notice, and the Closing adjournment to allow Sponsor to correct or remove such title defect shall be considered as being at the request of Purchaser.

8.3 If, subsequent to the Closing of Title, Purchaser claims that Sponsor did not convey fee simple title to the Unit in accordance with the Plan, Purchaser must first seek recovery against Purchaser's title insurance company before proceeding against Sponsor. Sponsor and Purchaser agree that Sponsor's liability will be limited to any loss or damage not covered by Purchaser's title insurance company. If Purchaser did not obtain title insurance at the Closing, for purposes of this section, the amount and coverage which Purchaser could have obtained from Purchaser's title insurance company shall be deducted from the loss or damage collectable against Sponsor. Nothing contained in this section shall be construed to waive any of Purchaser's rights or abrogate any of Sponsor's obligations under the Plan or Article 23-A of the General Business Law. The provisions of this Article shall survive the Closing of Title or the termination of this Agreement.

9. CLOSING ADJUSTMENTS.

9.1 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 (if Common Charges have been assessed by the Condominium Board) and assessments for the month in which title closes; and

(c) if Purchaser is allowed to occupy the Unit prior to Closing, accrued rent and any other charges pursuant to a use and occupancy agreement, if any, covering the Unit.

9.2 If the Unit has been separately assessed for real estate taxes but the Closing of Title occurs before the tax rate is fixed, adjustment of real estate taxes shall be based upon the latest tax rate applied to the most recent applicable assessed valuation. Installments for the real estate tax assessments due after the Closing, if any, shall be paid by Purchaser and shall not be considered a defect in title. If the Unit has not been separately assessed for real estate taxes as of the Closing Date for the then current tax period, the adjustment under subsection 9.1(a) hereof shall be based upon the assessment for the Property and the percentage interest in the Common Elements appurtenant to the Unit. In addition, Purchaser shall pay the Unit's proportionate share of real estate taxes for the next ensuing tax period and Sponsor or the Condominium will pay such real estate taxes directly to the City of New York. Sponsor shall not be obligated to reimburse

Purchaser after the Closing on account of any difference between the amount of real estate taxes for the then current tax period paid by Purchaser at Closing calculated according to the above formula and the amount of real estate taxes subsequently billed by the City of New York to such Purchaser (as Unit Owner).

9.3 Purchaser agrees that if Sponsor obtains a refund for real estate taxes paid (or a credit for such taxes to be paid) on Purchaser's Unit, Purchaser and Sponsor will apportion the refund (as well as the costs and/or fees for obtaining the refund or credit) based on the percentage of time for which the refund or credit is obtained during which each party hereto owned the Unit in question. The provisions of this subsection shall survive the Closing of Title.

9.4 Provided Sponsor is ready, willing and able to close title in accordance with this Agreement, if Purchaser fails for any reason to close title to the Unit on the Scheduled Closing Date (a) the Closing apportionments described in Section 9.1 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 increased 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 .03% of the Purchase Price for each day starting from (and including) the originally scheduled Closing Date to (and including) 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.

9.5 Adjustments and apportionments shall be calculated on the basis of the actual number of days in the period for which payments were made or are due, as the case may be. The "Customs in Respect 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 in the Plan.

9.6 Any errors or omissions in calculating apportionments at Closing shall be corrected and, any payment shall be made to the proper party promptly after discovery. This provision shall survive the Closing of Title.

10. MORTGAGE TAX CREDIT.

In the event a mortgage recording tax credit becomes available pursuant to Section 339-ee(2) of the New York Condominium Act, it is specifically understood that such credit shall enure to the benefit of Sponsor. Accordingly, at Closing, a Purchaser who elects mortgage financing will be responsible to pay the full amount (but not in excess thereof) of the mortgage recording tax chargeable on the entire amount being financed. At the Closing of Title, Sponsor will be reimbursed by Purchaser to the extent of any mortgage tax credit allowed.

11. CLOSING COSTS.

In addition to those costs and adjustments described in Articles 9 and 10 herein, Purchaser shall be required to pay the other Closing Costs which are Purchaser's responsibility as more particularly described in the Section of the Plan entitled "Closing Costs and Adjustments". All such Closing Costs shall be paid by Purchaser, at Closing, by Purchaser's unendorsed personal certified check or by official bank check, in either event drawn upon a United States bank or trust company which is a member of the New York Clearing House Association.

12. AGREEMENT NOT A LIEN OR ENCUMBRANCE.

No lien or encumbrance shall arise against the Property or the Unit as a result of this Agreement or any monies deposited hereunder, except as hereinafter set forth. In furtherance and not in limitation of the provisions of the preceding sentence, Purchaser agrees that the provisions of this Agreement are and shall be subject and subordinate to the lien of any mortgage heretofore or hereafter made, including, but not limited to, any construction or building loan mortgage, and 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 Purchaser's 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. DEFAULT BY PURCHASER.

13.1 The following shall constitute "Events of Default" hereunder:

(i) Purchaser's failure to close title to the Unit on the Scheduled Closing Date; or

(ii) Purchaser's failure to pay (x) the Additional Premium Payment on the date set forth in Article 4.1(b) hereof, (y) the Exercise Price, or (z) any Closing adjustment or Closing Cost or fee, including, without limitation, attorneys' fees, required to be paid by Purchaser as set forth in the Plan or in this Agreement, or the dishonor of any check given by Purchaser to Sponsor; or

(iii) Purchaser's failure to pay, perform or observe any of Purchaser's other obligations or representations under this Agreement or the Plan; or

(iv) if Purchaser is permitted to become the tenant or occupant of the Unit (or any other unit in the Condominium), Purchaser's failure to pay rent or to otherwise comply with some other lease or occupancy obligation; or

(v) Purchaser's assignment or transfer of any of Purchaser's property for the benefit of creditors, or Purchaser's filing a voluntary petition in bankruptcy; or

(vi) if a non-bankruptcy trustee or receiver is appointed over Purchaser or Purchaser's property, or an involuntary petition in bankruptcy is filed against Purchaser; or

(vii) if a judgment or tax lien is filed against Purchaser and Purchaser does not pay or bond the judgment or lien; or

(viii) Purchaser's assignment or transfer of this Agreement without the prior written consent of Sponsor; or

(ix) Purchaser's listing the Unit for sale or rental with any broker or advertising or otherwise offering, promoting or publicizing the availability of the Unit for sale or rental in violation of Article 21 of this Agreement; or

(x) an Event of Default by Purchaser beyond any applicable grace period under an Option Agreement between Purchaser and Sponsor for another Unit at the Property.

13.2 TIME IS OF THE ESSENCE with respect to Purchaser's obligations to pay the Premium Payment and the Exercise Price and to pay, perform or comply with Purchaser's other obligations under this Agreement. Upon the occurrence of an Event of Default, Sponsor, in its sole discretion, may elect by notice to Purchaser to cancel this Agreement. If Sponsor elects to cancel, Purchaser shall have 30 days from the giving of the notice of cancellation to cure the specified default. If the default is not cured within such 30 days, TIME BEING OF THE ESSENCE, then this Agreement shall be deemed cancelled, and Sponsor shall have the right to retain as and for liquidated damages, the Premium Payment and any interest earned on the Premium Payment. Upon the cancellation of this Agreement, Purchaser and Sponsor will be released and discharged of all further liability and obligations hereunder and under the Plan, and the Unit may be sold to another as though this Agreement had never been made, and without any obligation to account to Purchaser for any of the proceeds of such sale. Notwithstanding anything to the contrary contained herein, pursuant to the Interstate Land Sales Full Disclosure Act, 15 U.S.C. Sections 1701, et. seq., if a Purchaser loses rights and interest in the Unit (and any Storage Bin or Parking Space) as a result of a default or breach of this Agreement which occurs after Purchaser has paid fifteen percent (15%) of the Purchase Price of the Unit (and any Storage Bin or Parking Space), excluding any interest owed under this Agreement, Sponsor (or Sponsor's successor) shall refund to Purchaser any amount which remains after subtracting (A) fifteen percent (15%) of the Purchase Price, excluding any interest owed under and disposed of in accordance with this Agreement, or the amount of damages incurred by Sponsor, (or Sponsor's successor) as a result of such breach, whichever is greater, from (B) the amount paid by Purchaser with respect to the Purchase Price of the Unit, excluding any interest paid under this Agreement (which interest shall be disposed of as set forth in this Agreement).

14. AGREEMENT SUBJECT TO PLAN BEING EFFECTIVE.

The performance by Sponsor of its obligations under this Agreement is contingent upon the Plan having been declared effective in accordance with the terms and provisions of the Plan. The Plan may be withdrawn or abandoned by Sponsor only under certain conditions and at certain times, as set forth in the Plan. If the Plan is abandoned or if, after being declared effective, the Plan is not consummated for any reason and Purchaser is not in default under this Agreement beyond any applicable grace period, this Agreement shall be deemed cancelled and the Premium Payment, together with interest earned thereon, shall be returned to Purchaser. Upon such return, neither Party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability under this Agreement and the Plan, except as may be otherwise expressly provided herein.

15. SPONSOR'S INABILITY TO CONVEY THE UNIT.

If Sponsor is unable to deliver title to the Unit to Purchaser in accordance with the provisions of this Agreement and the Plan by reason of a defect in title , substantial damage or destruction of one or more of the Buildings constituting the Condominium by fire or other casualty, or the taking of any material portion of the Property by condemnation or eminent

domain, Sponsor shall not be obligated to bring any action or proceeding or otherwise incur any cost or expense of any nature whatsoever in excess of its obligations set forth in the Plan in order to cure such inability. If Sponsor is not so obligated under the Plan and notifies Purchaser of its election or inability to cure such title defect, and if Purchaser is not in default hereunder, Purchaser's sole remedy shall be to either (a) take title to the Unit subject to such title defect (without any abatement in, or credit against, the Purchase Price, or any claim or right of action against Sponsor for damages or otherwise) or (b) terminate this Agreement. If Purchaser so elects to terminate this Agreement, Sponsor shall, within 30 days after receipt of notice of termination from Purchaser, return to Purchaser all Premium Payments and all other sums deposited by Purchaser hereunder, together with interest earned thereon, if any. Upon making such payment, 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. The foregoing remedy must be exercised by notice of Purchaser in writing to Sponsor within 15 days after the giving of Sponsor's notice of election not to cure such inability, failing which it shall be conclusively deemed that Purchaser elected the remedy described in clause (a) above (i.e., to acquire title subject to such inability).

16. FIXTURES, APPLIANCES AND PERSONAL PROPERTY.

Only those fixtures, appliances and items of personal property which are described in the Plan as being included in the Unit are included in this sale. No portion of the Purchase Price shall be attributable to such items. Purchaser acknowledges and agrees that Seller has the right to substitute other appliances and equipment in place of those listed in the Plan, provided that the substitutions are of substantially equivalent or better quality, as more particularly set forth in the Plan.

17. CONSTRUCTION.

17.1 The construction of the Buildings constituting the Condominium and the Unit, including the materials, equipment and fixtures to be installed therein, shall be substantially competed by Sponsor in accordance with the Plan and the Plans and Specifications, subject to the right of Sponsor to amend the Plan and the Plans and Specifications in order to substitute materials, equipment or fixtures of equal or better quality, provided that the approval of any governmental authorities having jurisdiction is first obtained (if required). Completion of the Condominium in accordance with the Plans and Specifications shall provide Purchasers with access to the Unit and all utilities necessary to utilize the Unit as a residence. The issuance of a permanent certificate of occupancy for the Buildings constituting the Condominium shall be deemed presumptive evidence that the Buildings and the Unit have been fully completed in accordance with the Plan and the Plans and Specifications. However, nothing herein contained shall excuse Sponsor from its obligation to correct any defects in construction in accordance with the conditions set forth in the Section of the Plan entitled "Rights and Obligations of Sponsor". As specified in the Special Risks and the text of the Plan, consistent with a recent First Department decision, the principals of Sponsor expressly disclaim the existence of any private

right of action for contract claims by individual unit owners (or a board on their behalf) in connection with or arising solely from their execution of the Certification of Sponsor and Principals, absent liability under another statute or under an alter-ego or other veil-piercing theory. See Board of Managers of 184 Thompson Street Condominium v. 184 Thompson Street Owner LLC. et al, 2013 N.Y. Slip Op 03574 (1st Dept. May 16, 2013). Purchaser expressly acknowledges such disclaimer and agrees to the same.

17.2 The construction of the Buildings constituting the Condominium and the Unit and the correction of any defects in the construction thereof to the extent required under the Plan are the sole responsibility of Sponsor. Purchaser acknowledges and agrees that Sponsor will not be liable for, and will have no obligation to correct, certain variations from the Plan and Plans and Specifications as indicated in the Section of the Plan entitled "Rights and Obligations of Sponsor" and will only be responsible to correct any construction defects to the extent, and on the terms and conditions, set forth in such Section.

17.3 The Closing of Title shall occur only after, or concurrently with, compliance with the prerequisites set forth under "Terms of Sale / Closing of Title to Residential Units" in Part I of the Plan. As a result, if all other prerequisites not involving the construction of the Unit are met, Purchaser shall be obligated to close and complete payment of the full Purchase Price (without any credit against or abatement in the Purchase Price and without provision for escrow) once a temporary or permanent certificate of occupancy is issued for the Unit (notwithstanding any construction items noted on Purchaser's Inspection Statement (as hereinafter defined) remaining for Sponsor to complete and/or correct in accordance with its obligations under the Plan, and notwithstanding the incomplete construction, decoration of and/or damage to of any other portions of the Buildings constituting the Condominium not affecting the Unit).

17.4 The actual date for the First Closing is not guaranteed or warranted, and may be earlier or later depending on the progress of construction and compliance with the other prerequisites recited in the Section of the Plan entitled "Terms of Sale / Closing of Title to Residential Units". Purchaser acknowledges that construction may be delayed by late delivery of materials or equipment, labor difficulties, unavailability of building trades, casualty, inclement weather and other events beyond Sponsor's reasonable control. Purchaser further acknowledges that the Units in the Buildings will be completed at varying times over a period that could extend well beyond the First Closing. The order in which these Units will be completed is in the discretion of Sponsor. Purchaser acknowledges that except as otherwise provided in the Plan, Purchaser shall not be excused from paying the full Purchase Price, without credit or set-off, and shall have no claim against Sponsor for damages or losses, in the event that the First Closing occurs substantially later than the projected date or the time to complete or to close title to the Unit is delayed or is postponed by Sponsor. If the Unit being purchased hereunder is a Townhouse Unit (as such term is defined in the Plan), Purchaser hereby represents that Purchaser and/or Purchaser's family intends to occupy the Unit as a residence.

18. INSPECTION OF THE UNIT.

18.1 Upon receipt of the Initial Closing Notice, Purchaser shall arrange an appointment with a representative of Sponsor to inspect the Unit within the 7 days prior to the Closing Date. Purchaser or Purchaser's duly authorized agent shall attend such inspection and shall complete, date and sign the Inspection Statement (in the form set forth as Schedule B to this Agreement) and deliver same to the Sponsor's representative at the conclusion of the inspection. Failure of Purchaser either to arrange such appointment or to inspect the Unit within 7 days prior to the Closing Date or to so sign and deliver the completed Inspection Statement shall not excuse Purchaser from appearing at the Closing, paying the Exercise Price when due and shall constitute Purchaser's full acceptance of the Unit as is. However, nothing herein shall relieve Sponsor of its obligations as set forth in the Section of the Plan entitled "Rights and Obligations of Sponsor".

18.2 Any work set forth on the Inspection Statement shall be completed by Sponsor as agreed in writing and shall not be grounds for delaying the Closing. Purchaser will be obligated to provide Sponsor and its contractors, subcontractors, agents and employees, unfettered access to the Unit and any Residential Limited Common Elements appurtenant thereto after Closing in order to complete the work on the Inspection Statement, failing which Sponsor shall be relieved of its obligations to complete the work set forth on the Inspection Statement. Sponsor has no obligation under the Plan to deposit any monies in escrow at Closing as a result of any work set forth on the Inspection Statement.

19. DAMAGE TO THE UNIT.

If between the date of this Agreement and the Closing of Title the Unit is damaged by fire or other casualty, the following shall apply:

19.1 The risk of loss to the Unit by fire or other casualty until the earlier of Closing of Title or possession of the Unit by Purchaser is assumed by Sponsor; provided that Sponsor shall have no obligation or liability to repair or restore the Unit. If Sponsor elects to repair or restore the Unit (which election shall be made within 60 days after the damage to the Unit), this Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price and Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Condominium Board and other Unit Owners if the Declaration has theretofore been recorded, belong entirely to Sponsor and, if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Sponsor. The provisions of the preceding sentence shall survive the Closing of Title.

19.2 In the event Sponsor notifies Purchaser that it does not elect to repair or restore the Unit (which election shall be made within 60 days after the damage to the Unit), or, if the Declaration has been recorded prior thereto, the Unit Owners do not resolve to make such repairs

or restoration pursuant to the By-laws, this Agreement shall be deemed cancelled and of no further force and effect and Sponsor shall return to Purchaser the Premium Payment and any other sums deposited by Purchaser hereunder, together with interest earned thereon, if any, and neither party hereto shall have any further rights, obligations or liability to or against the other hereunder or under the Plan, except that if Purchaser is then in default hereunder (beyond any applicable grace period), Sponsor shall retain the Premium Payment and any other such sums deposited by Purchaser hereunder, together with any interest earned thereon, as and for liquidated damages.

20. NO REPRESENTATIONS.

Purchaser acknowledges that Purchaser has not relied upon any architect's plans, sales plans, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Sponsor, Selling Agent or otherwise, including, but not limited to, any relating to the description or physical condition of the Property, the Buildings constituting the Condominium 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 has relied solely on Purchaser's own judgment and investigation in deciding to enter into this Agreement and purchase the Unit. No person has been authorized to make any representations on behalf of Sponsor except as herein or in the Plan specifically set forth. No oral representations or statements shall be considered a part of this Agreement. Sponsor makes no representation or warranty as to the work, materials, appliances, equipment or fixtures in the Unit, the Common Elements or any other part of the Property other than as set forth herein **[ADD FOR TOWNHOUSE UNITS – and on Schedule E to this Agreement]** or in the Plan. Except as otherwise set forth in the Plan, Purchaser agrees (a) to purchase the Unit, without offset or any claim against or liability of, Sponsor, whether or not any layout or dimension of the Unit or any part thereof, or of the Common Elements, as shown on the Floor Plans is accurate or correct, and (b) that Purchaser shall not be relieved of any Purchaser's obligations hereunder by reason of any immaterial or insubstantial inaccuracy or error. Purchaser agrees that a change in the square foot area and dimensions of Unit due to field conditions, construction variances and tolerances, which do not increase or decrease the square foot area of the Unit by more than 5% (excluding interior partitions), shall not be deemed a material and adverse change. The provisions of this Article shall survive the Closing of Title.

21. PROHIBITION AGAINST ADVERTISING.

Prior to the Closing of Title, Purchaser shall not list the Unit for sale or rental with any broker or place or authorize a listing in any broker's listing system or other listing service or advertise or otherwise offer, promote or publicize the availability of the Unit for sale or rental,

without Sponsor's prior written consent. Any listing of the Unit or other form of advertising, promotion or publicizing of the Unit by Purchaser prior to the Closing shall be a default by Purchaser, entitling Sponsor to the default remedies set forth in this Agreement and the Plan. After the Closing, for so long as Sponsor owns any Unsold Residential Units, but not to exceed two (2) years from the date of the First Closing, Purchaser shall not advertise, promote or publicize the availability of the Unit for sale or lease at prices lower than those being advertised or promoted by Sponsor for similar Unsold Residential Units. This Article shall survive the Closing of Title or the termination of this Agreement.

22. BROKER.

Purchaser represents to Sponsor that Purchaser has not dealt with any broker in connection with this transaction other than the Selling Agent and the Co-Broker, if any, named in this Agreement, whose commissions shall be paid by Sponsor. Purchaser shall pay the commission of any broker with whom Purchaser may have dealt, other than the Selling Agent and the Co-Broker. Purchaser agrees that, should any claim be made against Sponsor for commissions by any broker, other than the Selling Agent or the Co-Broker, on account of any acts of Purchaser or Purchaser's representatives, Purchaser will indemnify and hold Sponsor free and harmless from and against any and all liabilities and expenses in connection therewith, including reasonable legal fees. The provisions of this Article shall survive the Closing of Title.

23. AGREEMENT MAY NOT BE ASSIGNED.

Purchaser does not have the right to assign this Agreement, directly or indirectly, without the prior written consent of Sponsor. Any purported assignment by Purchaser in violation of this Agreement will be voidable at the option of Sponsor. A transfer of a controlling interest in any entity constituting Purchaser shall be deemed an assignment. 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 a Purchaser's request for an assignment of this Agreement, or for the addition, deletion or substitution of names on this Agreement, then Purchaser shall have such right, provided that (i) Purchaser designates such assignee at least 10 business days prior to the Closing Date; (ii) Purchaser delivers to Attorney for Sponsor the fee set forth in the Plan for its services required in connection with the preparation of the assignment and assumption agreement; (iii) the Closing is not delayed as a result of such assignment; (iv) the assignee of this Agreement assumes in writing, by an instrument prepared by Attorney for Sponsor, the obligations of Purchaser under this Agreement and (v) the assignment is made without consideration. Any purported assignment by Purchaser in violation of this Agreement shall be a default by Purchaser, entitling Sponsor to the default remedies set forth in this Agreement and the Plan, and shall be voidable at the option of Sponsor.

24. BINDING EFFECT.

The submission of this Agreement to Purchaser does not create a binding obligation on the part of Sponsor. This Agreement shall not be binding on Sponsor until a fully executed counterpart hereof has been delivered to Purchaser or the Attorney for Purchaser. If this Agreement is not accepted within 30 days from the date hereof by the delivery of a fully executed counterpart, this Agreement shall be deemed to have been rejected and cancelled and the Premium Payment shall be promptly returned to Purchaser. Upon such refund being made, neither party shall have any further rights, obligations, liability to or against the other hereunder or under the Plan. Prior to Sponsor's countersigning and returning this Agreement to Purchaser, and at any time thereafter, Purchaser agrees upon request to provide Sponsor with written information about Purchaser's employment, financial and rental/ownership history. Such information obtained prior to countersigning may be used to determine Purchaser's qualification to purchase and own the Unit, but does not constitute a reservation or binding obligation on either the Purchaser or Sponsor. Sponsor has the right, without incurring any liability, to reject this Agreement without cause or explanation to Purchaser. Notwithstanding the foregoing, this Agreement may not be rejected due to Purchaser's sex, race, creed, color, national origin, ancestry, disability, marital status, or other ground proscribed by Law.

25. NOTICES.

25.1 Any notice, election, demand, request, letter, consent or other communication hereunder or under the Plan shall be in writing and either delivered in person or sent, postage prepaid, by registered or certified mail return receipt requested or by Federal Express or other reputable overnight courier, with receipt confirmed: to the Attorney for Purchaser at the address given at the beginning of this Agreement with a copy to the Purchaser at the address given at the beginning of this Agreement by regular mail, and to the Attorney for Sponsor at the address given at the beginning of this Agreement, with a copy to the Sponsor at the address given at the beginning of this Agreement by regular mail. Either party may hereafter designate to the other in writing a change in the address to which notices are to be sent. Except as otherwise expressly provided herein, a notice shall be deemed given when personal delivery or delivery by overnight courier is effected, or in the case of mailing the third ($3^{rd}$) business day after the date of mailing, except that the date of actual receipt shall be deemed to be the date of the giving of any notice of change of address. Any notice either of the parties hereto receives from the other party's attorneys shall be deemed to be notice from such party itself. Supplementing the foregoing, any notice to Sponsor with respect to any of Sponsor's obligations relating to construction under the Plan, this Agreement or otherwise, shall be sent by federal express or other nationally recognized courier, in addition to registered or certified mail, return receipt requested, postage prepaid addressed and shall be deemed given when signed for by Sponsor. In the event Sponsor has not signed for a notice within 10 business days from the date of the attempted delivery of such notice, the noticing party shall send a second 10 business day notice to Sponsor, and such notice shall not be deemed given to Sponsor until the expiration of the second 10 business day period. This notice provision shall survive the Closing of Title with respect to any notices given to Sponsor or Purchaser, as the case may be, including all notices pertaining to construction issues.

25.2 Sponsor hereby designates and empowers both the Selling Agent and Attorney for Sponsor, as Sponsor's agents to give any notice to Purchaser under this Agreement (including, without limitation, a notice of default) in Sponsor's name, which notice so given shall have the same force and effect as if given by Sponsor itself.

25.3 Purchaser hereby designates and empowers the Attorney for Purchaser, as Purchaser's agent to give any notice to Sponsor under this Agreement in Purchaser's name, which notice so given shall have the same force and effect as if given by Purchaser.

26. JOINT PURCHASERS.

The term "Purchaser" shall be read as "Purchasers" if more than one person is a purchaser, in which case their obligations shall be joint and several.

27. LIABILITY OF SPONSOR.

Sponsor shall be excused from performing any obligation or undertaking provided for in this Agreement for so long as such performance is prevented, delayed or hindered by an act of God, casualty, weather, fire, flood, explosion, war, riot, sabotage, epidemics, quarantine, acts of terrorism, freight embargos, inability to procure or general shortage of energy, labor (including work stoppages and strikes), equipment, facilities, materials or supplies in the open market, failure of transportation, governmental restrictions, preemptions or approvals, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of Sponsor. Sponsor's time to perform such obligations or undertaking shall be tolled for the length of the period during which such performance was excused.

28. FURTHER ASSURANCES.

Either party shall execute, acknowledge and deliver to the other party such instruments, and take such other actions, in addition to the instruments and actions specifically provided for herein, as such other party may reasonably request in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. 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 the purchase of the Unit through a lending institution

and obtain a commitment therefrom, neither a subsequent change in the terms of such commitment, the expiration or other termination of such commitment, nor any change in Purchaser's financial status or condition shall release or relieve Purchaser of Purchaser's obligations pursuant to this Agreement and Sponsor shall have no liability as a result of any scheduling or adjournment of the Closing beyond the expiration of the loan commitment.

30. COSTS OF ENFORCING AND DEFENDING AGREEMENT.

Purchaser shall be obligated to reimburse Sponsor for any legal fees and disbursements incurred by Sponsor in defending Sponsor's rights under this Agreement or, in the event Purchaser defaults under this Agreement beyond any applicable grace period, in canceling this Agreement or otherwise enforcing Purchaser's obligations hereunder.

31. 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.

32. STRICT COMPLIANCE.

Any failure by either party to insist upon the strict performance by the other of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and each party, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the other party of any and all of the provisions of this Agreement to be performed by such party.

33. 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.

34. 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, this Agreement or the relationship created hereby or in the Plan. With respect to any matter for which a jury trial cannot be waived, the parties agree not to assert any such claim as a counterclaim in, nor move to consolidate such claim with, any action or proceeding in which a jury trial is waived.

35. ENTIRE AGREEMENT.

This Agreement, together with the Plan, supersedes any and all understandings and agreements between the parties and constitutes the entire agreement between them with respect to the subject matter hereof.

36. CERTAIN REFERENCES.

A reference in this Agreement to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural and vice versa, unless the context otherwise requires. The terms "herein", "hereof" or "hereunder" or similar terms used in this Agreement refer to this entire Agreement and not to the particular provision in which the term is used, unless the context otherwise requires. Unless otherwise stated, all references herein to Articles, Sections, subsections or other provisions are references to Articles, Sections, subsections or other provisions of this Agreement.

37. 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.

38. SUCCESSORS AND ASSIGNS.

The provisions of this Agreement shall bind and enure to the benefit of Purchaser and Purchaser's heirs, legal representatives, successors and permitted assigns and shall bind and enure to the benefit of Sponsor and its successors and assigns.

39. CONFIDENTIALITY.

Sponsor and Purchaser hereby acknowledge and agree to keep all of the terms and conditions of this Agreement confidential, except that Sponsor shall be permitted to disclose that an Option Agreement has been executed for the Unit and the Purchase Price thereunder, but not the identity of Purchaser or its principals. Sponsor and Purchaser agree that any information which is required to be disclosed to the parties respective lawyers, architects/engineers, accountants, individuals who "need to know" or governmental agencies shall not be deemed to be a breach by Sponsor or Purchaser of the parties undertaking of confidentiality contained in this Agreement. Any failure by Purchaser to keep the terms and conditions of this Agreement confidential shall be a default by Purchaser, entitling Sponsor to the default remedies set forth in this Agreement. The provisions of this Article shall survive the Closing of Title or the termination of this Agreement.

40. 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.

41. LETTER OF CREDIT IN LIEU OF DEPOSITS IN ESCROW

Purchaser acknowledges and agrees that Sponsor has the right, in its sole discretion, to elect to withdraw the Premium Payment and secure it with a Letter of Credit as more fully set forth in the Plan and Purchaser hereby consents to such withdrawal of the funds from escrow.

42. PERFORMANCE.

Where this Agreement by its terms requires the payment of money or the performance of a condition on a Saturday, Sunday or public holiday, such payment may be made or condition performed on the next business day succeeding such Saturday, Sunday or public holiday (as such term is defined in N.Y. General Construction Law § 24), with the same force and effect as if made or performed in accordance with the terms of this Agreement.

43. COUNTERPARTS.

This Agreement and any riders hereto may be executed in any number of counterparts. Each such counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute and be one and the same instrument. Facsimile signatures or scanned signatures sent by e-mail shall bind the parties. Each party agrees to promptly deliver an executed original with its actual signature to the other party, but a failure to do so shall not affect the enforceability of this Agreement and any riders thereto, it being expressly agreed that each party to this Agreement and any riders hereto shall be bound by its own telecopied or e-mailed signature and shall accept the telecopied or e-mailed signature of the other.

44. WAIVER OF DIPLOMATIC OR SOVEREIGN IMMUNITY.

44.1 If Purchaser is a foreign government, a resident representative of a foreign government or such other person or entity otherwise entitled to diplomatic or sovereign immunity, Purchaser expressly and voluntarily waives such immunity and consents to any suit, action or proceeding arising out of or relating to this Agreement or the Condominium Documents being brought in any State or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with this Agreement or the Condominium Documents, and hereby designates and authorizes a lawful agent to receive process for and on behalf of Purchaser in any state or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with this Agreement or the Condominium Documents.

44.2 If Purchaser is a foreign mission, as such term is defined under the Foreign Missions Act, 22 U.S.C. Section 4305, Purchaser shall notify the United States Department of State prior to purchasing a Unit and provide a copy of such notice to Sponsor. Sponsor shall not be bound under this Agreement unless and until the earlier to occur of: (i) a notification of approval of the purchase is received from the Department of State; or (ii) sixty (60) days after Purchaser's notice is received by the Department of State without receipt by Sponsor of approval or disapproval of the purchase by the Department of State.

44.3 The provisions of this Article shall survive the Closing of Title or the termination of this Agreement for the purpose of any suit, action, or proceeding arising directly or indirectly, out of or relating to this Agreement or the Condominium Documents

45. OFAC COMPLIANCE.

Neither Purchaser nor, to Purchaser's knowledge, any of its affiliates, beneficiaries, partners, members, shareholders or other equity owners, and none of its employees, officers, directors, representatives or agents is, nor will they become prior to Closing, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC" ) of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action.

46. INTERNAL REVENUE SERVICE REPORTING REQUIREMENT.

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. The provisions of this Article 46 shall survive the Closing of Title. The parties designate Attorney for Purchaser or the attorney representing Purchaser's lending institution as the attorney responsible for reporting this information as required by law. Seller agrees to deliver to Purchaser at Closing an affidavit confirming that Seller is not a "foreign person", as that term is defined for purposes of the Foreign Investments in Real Property Tax Act, Internal Revenue Code Section 1445, as amended, and the regulations promulgated thereunder.

47. OPTION. The parties to this Agreement acknowledge that, for federal income tax purposes only, this Agreement shall be deemed an option.

48. RESALE FEE. Each Residential Unit Owner who acquired a Residential Unit from Sponsor ("Sponsor Sale") and subsequently enters into an agreement, written or oral ("Resale Agreement") to resell the Residential Unit prior to the first anniversary of the closing of the Sponsor Sale ("Resale") shall be obligated to pay Sponsor a portion of the proceeds of the Resale ("Resale Fee"). A Residential Unit

Owner will be required to send Sponsor a copy of the Resale Agreement within 10 days of agreeing to the Resale. The Resale Fee paid to Sponsor shall be equal to 50% of the difference between: (A) the sales price of the Residential Unit per the Resale Agreement less the following expenses actually paid for by Residential Unit Owner (to the extent applicable): (1) brokerage commissions not exceeding 6% in the aggregate; (2) transfer taxes imposed by Law and (3) actual legal fees not exceeding $5,000; and (B) the Purchase Price paid to Sponsor in connection with the Sponsor Sale. The provisions of this Article shall survive the Closing of Title.

**[ONLY FOR CERTAIN BUILDINGS IN CONDOMINIUM]**

**[48. LEAD-BASED PAINT DISCLOSURE.**

**Annexed hereto and incorporated herein as Schedule F, is the "Disclosure of Information on Lead-Based Paint and/or Lead Based Paint Hazards" Form, which the parties agree to execute and deliver in connection with this Agreement and the Closing. The parties further agree that Seller has delivered to Purchaser the pamphlet entitled "Protect Your Family from Lead in Your Home". Purchaser agrees to execute and deliver to Seller an Annual Notice for Prevention of Lead Based Paint Hazards - Inquiry Regarding Child.]**

[END OF TEXT – SIGNATURE PAGE(S) IMMEDIATELY FOLLOW]

**YOU HAVE THE OPTION TO CANCEL YOUR AGREEMENT BY NOTICE TO SPONSOR UNTIL MIDNIGHT OF THE SEVENTH (7TH) DAY FOLLOWING THE SIGNING OF THIS AGREEMENT, OR SEVEN (7) DAYS FOLLOWING THE DELIVERY OF THE PLAN TO THE PURCHASER (IF SUCH PLAN IS NOT DELIVERED AT LEAST THREE (3) DAYS PRIOR TO THE EXECUTION OF THIS OPTION AGREEMENT).**

**IF YOU DID NOT RECEIVE A PROPERTY REPORT PREPARED PURSUANT TO THE RULES AND REGULATIONS OF THE BUREAU OF CONSUMER FINANCIAL PROTECTION (CFPB), IN ADVANCE OF YOUR SIGNING THE AGREEMENT, THE AGREEMENT MAY BE REVOKED AT YOUR OPTION FOR TWO YEARS FROM THE DATE OF SIGNING.**

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

**PURCHASER(S):**

_____
(signature)

_____
(signature)

**SPONSOR:**

WEST VILLAGE RESIDENCES LLC,
a Delaware limited liability company

By: West Village Holdings LLC, its sole member

By: Rudin West Village LLC, managing member

By: _____
Name:
Title: Authorized Signatory

Purchaser acknowledges receipt of the Offering Plan and Amendments and the Property Report prepared pursuant to the Rules and Regulations of the Office of the Interstate Land Sales Registration Program on _____, 20__

_____
Purchaser's Initials

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

On the ____ day of _____, 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(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

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

On the ____ day of _____, 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(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

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

On the ____ day of _____, 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(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

## SCHEDULE A

## PERMITTED ENCUMBRANCES

1. Building restrictions, zoning and historic designations and other regulations, resolutions and ordinances and any amendments thereto now or hereafter adopted.

2. Any state of facts which an accurate survey or personal inspection of the Property would show, provided such state of facts would not render title uninsurable without additional premium to Purchaser and would not prevent the use of the Unit for dwelling purposes.

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 made thereunder), the Power of Attorney from the Purchaser to the Condominium Board, and the Floor Plans, as all of the foregoing may be amended from time to time.

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

5. Any easement or right of use in favor of any utility company for construction, use, maintenance or repair of utility lines, wires, terminal boxes, mains, pipes, cables, conduits, poles and other equipment and facilities on, under and across the Property.

6. Revocability of licenses for vault space, if any, under the sidewalks and streets.

7. Any easement or right of use required by Sponsor or its designee to obtain a temporary, permanent or amended certificate of occupancy for the Buildings or any part of same.

8. 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.

9. Leases, licenses and service, maintenance, employment and concessionaire agreements, if any, of other Units or portions of the Common Elements.

10. The lien of any unpaid Common Charges, real estate taxes, water charge or sewer rent, or vault charges, provided the same are adjusted at the Closing of Title.

11. The lien of any unpaid assessment payable in installments (other than assessments levied by the Condominium Board), except that the Sponsor shall pay all such assessments due prior to the Closing Date (with the then current installment to be apportioned as of the Closing Date) and the Purchaser shall pay all assessments due from and after the Closing Date.

12. Any declaration or other instrument affecting the Property which the Sponsor deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the demolition, construction, alteration, repair or restoration of the Buildings.

13. Any encumbrance as to which the Title Company (or such other New York State Land Title Association member title insurance company which insures the Purchaser's title to the Unit) would be willing, in a fee policy issued by it to the Purchaser, to insure the Purchaser that such encumbrance (a) will not be collected out of the Unit if it is a lien or (b) will not be enforced against the Unit if it is not a lien.

14. 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 dwelling purposes.

15. Any lease covering the Unit(s) made from the Sponsor to the Purchaser.

16. Any violation against the Property (other than the Unit) and any violation which is the obligation of the Condominium Board, or another Unit Owner to correct.

17. Standard printed exceptions contained in the form of fee title insurance policy then issued by the Title Company or the title company selected by Purchaser.

18. Any certificate of occupancy for the Buildings, so long as the same permits, or does not prohibit, use of the Unit for its stated purposes.

19. Any encumbrance, covenant, easement, agreement, restriction, lien or violation against the Property set forth in the form of Unit Owner's Specimen Title Policy prepared by the Title Company set forth in Part II of the Plan, as the same may be updated from time to time prior to the Closing.

20. Any agreement or instrument affecting the Property which the Sponsor deems necessary or appropriate relating to the Condominium or the Triangle Park, which does not prevent the use of the Unit for dwelling purposes or materially adversely affect the Unit.

21. Covenants, Conditions, Easements, Leases, Agreements of record, as follows:

a. The Property on which the Condominium is located has been designated as part of the Greenwich Village Historic District by Notice of Designation dated April 29, 1969 and recorded in the Office of the New York City Register, New York County, on April 29, 1969 in Reel 138 page 120 and are therefore subject to the restricted uses set forth in the New York City Charter and in the Administrative Code of the City of New York.

b. . Terms, conditions, restrictions, obligations, easements set forth in Revocable Consent Agreement dated January 7, 2005 between NYC Department of Transportation Division of Franchises, Concessions & Consents and Saint Vincents Catholic Medical Centers of New York d/b/a Saint Vincent Catholic Medical Centers and recorded in the Office of the City Register of the City of New York, on December 6, 2005 under CRFN 2005000675351.

c. Covenants and restrictions set forth in Liber 718 cp. 449 and Liber 747 cp. 280.

d. Covenants and restrictions set forth in Liber 718 cp. 453, 748 cp. 285, Liber 463 cp. 127, Liber 465 cp. 33, Liber 467 cp. 557 and Liber 731 cp. 156.

e. Covenants, restrictions, reservations and easements set forth in Cross-Easement agreement dated June 28, 1983 between The New York City Transit Authority and St. Vincent's Hospital and Medical Center of New York and recorded in the Office of the New York City Register, New York County, on July 31, 1984 in Reel 818 page 1513.

f. Terms, conditions, covenants and restrictions set forth in Permit agreement dated June 28, 1983 between The New York City Transit Authority and St. Vincent's Hospital and Medical Center of New York and recorded in the Office of the New York City Register, New York County, on July 31, 1984 in Reel 818 page 1529.

g. Conditions and agreements set forth in Distinctive Sidewalk Improvement Maintenance Agreement dated November 29, 1988 by St. Vincent's Hospital and Medical Center of New York and recorded in the Office of the New York City Register, New York County, on December 9, 1988 in Reel 1505 page 71.

h. Terms, conditions, restrictions, obligations, easements set forth in Revocable Consent Agreement dated March 21, 2003 between NYC Department of Transportation Division of Franchises, Concessions & Consents and Saint Vincents Catholic Medical Centers of New York and recorded in the Office of the City Register of the City of New York, on July 15, 2003 under City Register File Number (CRFN) 2003000232150.

i. Terms, conditions, restrictions, obligations, easements set forth in Revocable Consent Agreement dated August 31, 2009 between NYC Department of Transportation and the NYC

Department of Information, Technology and Telecommunications and Saint Vincents Catholic Medical Centers of New York and recorded in the Office of the City Register of the City of New York, on October 8, 2009 under CRFN 2009000329027.

j. Declaration of Large-Scale General Development dated as of March 26, 2012, made by West Village Residences LLC, as declarant, and recorded April 16, 2012 in CRFN 2012000149443 in the Office of the City Register of the City of New York, as the same may be amended from time to time.

k. Terms, conditions and restrictions set forth in Notice of Alternative Environmental Measures dated October 25, 2012 by West Village Residences LLC and recorded on November 2, 2012 under CRFN 2012000434777.

l. Zoning Lot Certification recorded on March 25, 2013 under CRFN 2013000120960.

m. Zoning Lot Certification recorded on March 25, 2013 under CRFN 2013000120961.

**SCHEDULE B**

**INSPECTION STATEMENT**

Date: _____

West Village Residences LLC
345 Park Avenue
New York, New York 10154

Re: The Greenwich Lane

Ladies and Gentlemen:

1. On the date hereof, the undersigned has inspected the Unit set forth below which the undersigned is purchasing and have found the Unit to be in good condition, except as otherwise noted below.

2. The undersigned acknowledges that to prevent pilferage, certain items such as medicine cabinet doors, shower heads, toilet seats, kitchen cabinets, vanity knobs and mechanical chimes will be installed just prior to the date the undersigned moves into the Building. The undersigned agrees to sign-off each item requiring adjustment, or repairs, if any, as they are completed.

Unit No._____

PURCHASER(S):

_____
(signature)

_____
(signature)

_____
Sponsor's Representative

**RIDERS TO OPTION AGREEMENT**

**RIDER**

**RE: CELLAR STORAGE BIN**

This Rider ("Rider") is made as of _____, _____ between Sponsor and Purchaser.

Re: Unit _____ ("Unit")
The Greenwich Lane

1. LICENSE; ABILITY OF SPONSOR TO WITHDRAW OFFERING.

Sponsor agrees to sell and Purchaser agrees to purchase a license for Cellar Storage Bin #_____ (the "Storage Bin") for a purchase price of $_____. The Cellar Storage Bin License shall be prepared by Sponsor substantially in the form set forth in Part II of the Plan.

While Sponsor presently intends to offer the Storage Bins for sale, based upon market conditions, until such time as Purchasers have executed Option Agreements with respect to 75% of all Storage Bins, Sponsor reserves the right to withdraw the offering of Storage Bins. The above threshold percentage (i) may be reduced by Sponsor in its sole discretion and without amendment to the Plan and (ii) may be attained subsequent to the Plan being declared effective.

The Purchase Price is payable as follows:

The Purchase Price is payable as follows:

(a) $_____ ("Initial Cellar Storage Bin Premium Payment"), due upon Purchaser's signing and delivering this Rider, by check (subject to collection), receipt of which is hereby acknowledged;

(b) $_____ ("Additional Cellar Storage Bin Premium Payment", the term "Cellar Storage Bin Premium Payment", as used herein, refers to both the Initial Cellar Storage Bin Premium Payment and, if the same has been paid at the time in question, the Additional Cellar Storage Bin Premium Payment), is due upon the earlier to occur of (i) 4 months after Purchaser executes this Agreement, or (ii) within 15 days after Sponsor serves Purchaser with a written notice of an amendment to the Plan declaring the Plan effective; and

(c) $_____ (the "Cellar Storage Bin Exercise Price"). The Cellar Storage Bin Purchase Price shall be paid to Sponsor on the Closing Date in United States currency, be drawn on or issued by a United States bank or trust company which is a member of the New York Clearing House Association and shall be unendorsed.

(d) If Purchaser is signing this Agreement after the Plan is declared effective, the Initial Cellar Storage Bin Premium Payment and the Additional Cellar Storage Bin Premium Payment shall be due upon Purchaser's signing this Rider.

2. TEMPORARY CERTIFICATE OF OCCUPANCY.

Notwithstanding anything in Section 1(c ) above to the contrary, Purchaser shall not be required to consummate the purchase of the Storage Bin until a temporary certificate of occupancy has been issued for the Storage Area. In the event a temporary certificate of occupancy has not been issued for the Storage Area prior to the occurrence of the Unit Closing, then the Cellar Storage Bin Exercise Price shall be paid by Purchaser to Escrow Agent at the Residential Unit Closing, and held in escrow by Escrow Agent until such time as a temporary certificate of occupancy has been issued for the Storage Area, at which time the same shall be automatically released to Sponsor. The provisions of this Section 2 shall survive the Closing.

3. DAMAGE TO THE STORAGE AREA.

If there is a fire or other casualty to the storage area and Sponsor does not elect to repair or restore such area following such fire or casualty, then the Agreement shall be deemed modified to eliminate the Storage Bin from the Agreement. In such event, the Cellar Storage Bin Exercise Price shall not be payable and Sponsor shall return to Purchaser any portion of the Cellar Storage Bin Premium Payment previously paid by Purchaser.

4. CROSS DEFAULT.

A default by Purchaser under this Rider shall constitute a default under the Agreement for the Unit and any other default by Purchaser under the Agreement for the Unit shall constitute a default under this Rider entitling Sponsor to those default remedies as more fully described in the Agreement and the Plan. Notwithstanding an earlier Closing of Title with respect to the Residential Unit, the provisions of the Agreement with respect to the delivery of the Storage Bin shall survive the Closing of Title to the Residential Unit.

5. DEFINITIONS.

All capitalized terms used in this Rider not defined shall have the same meanings ascribed to them in the Agreement to which this Rider is annexed or in the Plan.

6. CONFLICTS.

In the event of any inconsistency between the provisions of this Rider and those contained in the Agreement to which this Rider is annexed, the provisions of this Rider shall govern and be binding.

7. FULL FORCE AND EFFECT.

Except as set forth in this Rider, all of the terms and conditions of the Agreement remain unchanged and in full force and effect.

**PURCHASER(S):**

_____
(signature)

_____
(signature)

**SPONSOR**:

WEST VILLAGE RESIDENCES LLC,
a Delaware limited liability company

By: West Village Holdings LLC, its sole member

By: Rudin West Village LLC, managing member

By: _____
Name:
Title: Authorized Signatory

**RIDER**

**RE: VAULT STORAGE BIN**

This Rider ("Rider") is made as of _____, _____ between Sponsor and Purchaser.

Re: Unit _____ ("Unit")
The Greenwich Lane

1. LICENSE; ABILITY OF SPONSOR TO WITHDRAW OFFERING.

Sponsor agrees to convey a license for Vault Storage Bin #_____ (the "Storage Bin") to Purchaser for an initial monthly license fee of $_____ payable to the Condominium as set forth in the Vault Storage Bin License. The Vault Storage Bin License shall be prepared by Sponsor substantially in the form set forth in Part II of the Plan. The first installment of the monthly license fee shall be paid to the Condominium on the Closing Date; provided, however, if the Storage Bin is not yet substantially complete and reasonably accessible to Purchaser, the Vault Storage Bin License Fee shall abate until the Storage Bin is substantially complete and reasonably accessible to Purchaser. The provisions of this Section 1 shall survive the Closing.

Based upon market conditions, until such time as Purchasers have executed Option Agreements with respect to 75% of all Storage Bins, Sponsor reserves the right to withdraw the offering of Storage Bins. The above threshold percentage (i) may be reduced by Sponsor in its sole discretion and without amendment to the Plan and (ii) may be attained subsequent to the Plan being declared effective.

2. INTENTIONALLY OMITTED.

3. DAMAGE TO THE STORAGE AREA; ACTIONS OF THE CITY OF NEW YORK.

If there is a fire or other casualty to the Storage Area and Sponsor does not elect to repair or restore such area following such fire or casualty, or if the City of New York takes any actions that would prohibit Sponsor from licensing the Storage Bin to Purchaser, then the Agreement shall be deemed modified to eliminate the Storage Bin from the Agreement.

4. CROSS DEFAULT.

A default by Purchaser under this Rider shall constitute a default under the Agreement for the Unit and any other default by Purchaser under the Agreement for the Unit shall constitute a default under this Rider entitling Sponsor to those default remedies as more fully described in the Agreement and the Plan. Notwithstanding an earlier Closing of Title with respect to the Residential Unit, the provisions of the Agreement with respect to the delivery of the Storage Bin shall survive the Closing of Title to the Residential Unit.

5. DEFINITIONS.

All capitalized terms used in this Rider not defined shall have the same meanings ascribed to them in the Agreement to which this Rider is annexed or in the Plan.

6. CONFLICTS.

In the event of any inconsistency between the provisions of this Rider and those contained in the Agreement to which this Rider is annexed, the provisions of this Rider shall govern and be binding.

7. FULL FORCE AND EFFECT.

Except as set forth in this Rider, all of the terms and conditions of the Agreement remain unchanged and in full force and effect.

**PURCHASER(S):**

_____
(signature)

_____
(signature)

**SPONSOR**:

WEST VILLAGE RESIDENCES LLC,
a Delaware limited liability company

By: West Village Holdings LLC, its sole member

By: Rudin West Village LLC, managing member

By: _____
Name:
Title: Authorized Signatory

**RIDER**

**RE: PARKING SPACE LICENSE**

This Rider is made as of _____, _____ between Sponsor and Purchaser.

Re: Unit _____ ("Unit")
The Greenwich Lane

1. LICENSE; ABILITY OF SPONSOR TO WITHDRAW OFFERING.

Sponsor agrees to sell and Purchaser agrees to purchase a license for a Parking Space for a purchase price of $_____ ("Parking Space License Purchase Price"). The License to use a Parking Space shall be prepared by Sponsor substantially in the form set forth in Part II of the Plan.

While Sponsor presently intends to offer Parking Spaces for sale, based upon market conditions, until such time as Purchasers have executed Option Agreements with respect to 75% of all Parking Spaces, Sponsor reserves the right to withdraw the offering of Parking Spaces. The above threshold percentage (i) may be reduced by Sponsor in its sole discretion and without amendment to the Plan and (ii) may be attained subsequent to the Plan being declared effective.

The Parking Space License Purchase Price is payable as follows:

(a) $_____ ("Initial Parking Space Premium Payment"), due upon Purchaser's signing and delivering this Agreement, by check (subject to collection), receipt of which is hereby acknowledged;

(b) $_____ ("Additional Parking Space Premium Payment", the term "Parking Space Premium Payment", as used herein, refers to both the Initial Parking Space Payment and, if the same has been paid at the time in question, the Additional Parking Space Premium Payment), is due upon the earlier to occur of (i) 4 months after Purchaser executes this Agreement, or (ii) within 15 days after Sponsor serves Purchaser with a written notice of an amendment to the Plan declaring the Plan effective; and

(c) $_____ (the "Parking Space Exercise Price"). The Parking Space Purchase Price shall be paid to Sponsor on the Closing Date in United States currency, be drawn on or issued by a United States bank or trust company which is a member of the New York Clearing House Association and shall be unendorsed.

2. TEMPORARY CERTIFICATE OF OCCUPANCY.

Notwithstanding anything in Section 1(c ) above to the contrary, Purchaser shall not be required to consummate the purchase of the Parking Space License until a temporary certificate of occupancy has been issued for the Garage. In the event a temporary certificate of occupancy has

not been issued for the Garage Unit prior to the occurrence of the Unit Closing, then the Parking Space Exercise Price shall be paid by Purchaser to Escrow Agent at the Unit Closing, and held in escrow by Escrow Agent until such time as a temporary certificate of occupancy has been issued for the Garage Unit, at which time the same shall be automatically released to Sponsor. The provisions of this Section 2 shall survive the Closing.

3. DAMAGE TO THE GARAGE.

If there is a fire or other casualty to the Garage Unit and Sponsor does not elect to repair or restore such area following such fire or casualty, then the Agreement shall be deemed modified to eliminate the Parking Space from the Agreement. In such event, the Parking Space Exercise Price shall not be payable and Sponsor shall return to Purchaser any portion of the Parking Space Premium Payment previously paid by Purchaser.

4. CROSS DEFAULT.

A default by Purchaser under this Rider shall constitute a default under the Agreement for the Unit and any other default by Purchaser under the Agreement for the Unit shall constitute a default under this Rider entitling Sponsor to those default remedies as more fully described in the Option Agreement and the Plan. Notwithstanding an earlier Closing of Title with respect to the Residential Unit, the provisions of the Agreement with respect to the delivery of the Parking Space shall survive the Closing of Title to the Residential Unit.

5. DEFINITIONS.

All capitalized terms used in this Rider not defined shall have the same meanings ascribed to them in the Agreement to which this Rider is annexed or in the Plan.

6. CONFLICTS.

In the event of any inconsistency between the provisions of this Rider and those contained in the Agreement to which this Rider is annexed, the provisions of this Rider shall govern and be binding.

7. FULL FORCE AND EFFECT.

Except as set forth in this Rider, all of the terms and conditions of the Agreement remain unchanged and in full force and effect.

**PURCHASER(S):**

_____
(signature)

_____
(signature)

**SPONSOR**:

WEST VILLAGE RESIDENCES LLC,
a Delaware limited liability company

By: West Village Holdings LLC, its sole member

By: Rudin West Village LLC, managing member

By: _____
Name:
Title: Authorized Signatory

## SCHEDULE C

## LEGAL DESCRIPTION

Block 607, Lot 1

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 the comer formed by the intersection of the easterly side of Seventh Avenue with the northerly side of West 11th Street;

RUNNING THENCE easterly along the northerly side of West 11th Street, 425 feet;

THENCE northerly parallel with the easterly side of Seventh Avenue and part of the way through a party wall 103 feet 3 inches to the center line of the block;

THENCE easterly along the center line of the block, 50 feet;

THENCE northerly again parallel with the easterly side of Seventh Avenue, 103 feet 3 inches to the southerly side of West 12th Street, at a point therein distant 475 feet easterly from the easterly side of Seventh Avenue;

THENCE westerly along the southerly side of West 12th Street 475 feet to the comer formed by the intersection of the said southerly side of West 12th Street with the said easterly side of Seventh Avenue; and

THENCE southerly along the said easterly side of Seventh Avenue, 206 feet 6 inches to the first mentioned corner, the point or place of BEGINNING.

## SCHEDULE D

Escrow Provisions Rider

1. The law firm of Goldfarb & Fleece LLP, the escrow agent ("Escrow Agent"), whose address is 345 Park Avenue, New York, New York 10154 and whose telephone number is (212) 891-9100 shall serve as escrow agent for Sponsor and Purchaser. Escrow Agent has designated the following attorneys to serve as signatories: Andrew Migdon, Spencer Stein, and Marc Wasser. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

2. 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 Option Agreement or otherwise concerning the maintenance of release of the Premium Payment from escrow.

3. The Escrow Agent has established the escrow account at JPMorgan Chase Bank located at 270 Park Avenue, New York, New York (the "Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled Goldfarb & Fleece Attorney Escrow Account – The Greenwich Lane ("Escrow Account"). The Escrow Account is not an IOLA account. The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per Premium Payment. Any Premium Payment in excess of $250,000 will not be insured.

4. All checks shall represent United States currency, be drawn on or issued by a United States bank or trust company which is a member of the New York Clearing House Association and shall be unendorsed. The Premium Payment shall be made payable to the direct order of "Goldfarb & Fleece LLP, as Escrow Agent".

5. The interest rate for all deposits made into the Escrow Account shall be the prevailing rate for such accounts, which is currently .___% as of _____[1] Interest shall begin to accrue upon placing the Premium Payment into the Escrow Account. All interest earned thereon shall be paid to or credited to the Purchaser at Closing. No fees of any kind may be deducted from the Escrow Account, and the Sponsor shall bear all costs associated with the maintenance of the Escrow Account.

6. Within five (5) business days after the Option Agreement signed by Purchaser and Sponsor has been tendered to Escrow Agent along with the Premium Payment, the Escrow Agent shall sign the Option Agreement and place the Premium Payment into the Escrow Account. With fifteen (15) business days of the placing of the Premium Payment in the Escrow Account, Escrow Agent shall provide written notice to Purchaser and Sponsor, confirming the Premium Payment. The notice shall provide the account number and the initial interest rate to be earned on the Premium Payment. Any deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of a written agreement between Purchaser and Sponsor.

7. The Escrow Agent is obligated to send notice to the Purchaser once the Premium Payment is placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within fifteen (15)

[1] Confirm and insert when signed.

business days after tender of the Premium Payment, he or she may cancel the Option Agreement within ninety (90) days after tender of the Option Agreement and Premium Payment 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 Premium Payment was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Premium Payments and requisite notice was timely mailed to the Purchaser.

8. All Premium Payments, except for advances made for upgrades, extras, or custom work received in connection with the Option Agreement, are and shall continue to be the Purchaser's money, and may not be commingled with any other money or pledged or hypothecated by Sponsor, as per GBL § 352-h.

9. Under no circumstances shall Sponsor seek or accept release of the Premium Payment of a defaulting Purchaser until after consummation of the Plan, as evidenced by the acceptance of an effectiveness amendment by the New York State Department of Law. Consummation of the Plan does not relieve the Sponsor of its obligations pursuant to GBL §§ 352-3(2-b) and 352-h.

10. The Escrow Agent shall release the Premium Payment if so directed:

(a) pursuant to terms and conditions set forth in the Option Agreement upon Closing of Title to the Unit; or

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

The Sponsor shall not object to the release of the Premium Payment to:

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

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

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.

11. Any provision of any Option 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 Premium Payment 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 Option Agreement, Plan or any amendment thereto.

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

13. 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).

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

15. Sponsor agrees that Sponsor and its agents, including any selling agents, shall deliver the Premium Payment received by them prior to Closing of the Unit to a designated attorney who is a member of or employed by Escrow Agent, within two (2) business days of tender of the Premium Payment by Purchaser.

16. 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.

17. Sponsor shall obtain or cause the selling agent under the Plan to obtain a completed and signed Form W-9 or W-8, as applicable, from Purchaser and deliver such form to Escrow Agent together with the Premium Payment and this Option Agreement.

18. Prior to release of the Premium Payment, Escrow Agent's fees and disbursements shall neither be paid by Sponsor from the Premium Payment nor deducted from the Premium Payment by any financial institution under any circumstance.

19. 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 Option Agreement or the performance or non-performance of Escrow Agent's duties under this Option 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 Option 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.

**PURCHASER(S)**:

_____
(signature)

_____
(signature)

**SPONSOR**:

WEST VILLAGE RESIDENCES LLC,
a Delaware limited liability company

By: West Village Holdings LLC, its sole member

By: Rudin West Village LLC, managing member

By: _____
Name:
Title: Authorized Signatory

**ESCROW AGENT, SOLELY WITH RESPECT TO THE ESCROW PROVISIONS HEREOF**:

GOLDFARB & FLEECE LLP

By: _____
Name:
Title:

# SCHEDULE E

**LIMITED TOWNHOUSE WARRANTY**
**("Limited Warranty")**

NAME OF PURCHASER(S): _____

ADDRESS OF PURCHASER(S): _____

UNIT WARRANTED: UNIT# __ - The Greenwich Lane
_____
New York, New York (the "Unit")

NAME OF SPONSOR: West Village Residences LLC
ADDRESS OF SPONSOR: 345 Park Avenue, New York, New York 10154
Attention: John J. Gilbert III

SPONSOR'S LIMIT OF TOTAL LIABILITY: Ten (10%) percent of the Purchase Price of the Unit Warranted as set forth in the Option Agreement between Sponsor and Purchaser.

**THE SPONSOR SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR NOT, ALL OF WHICH ARE EXCLUDED FROM THE COVERAGE OF THIS LIMITED TOWNHOUSE WARRANTY TO THE MAXIMUM EXTENT PERMISSIBLE.**

1. **Warranty Applies Only To Original Purchaser(s).**

This Limited Warranty is for the benefit only of the Purchaser(s) whose name(s) appear(s) on the first page of this warranty. This warranty does not apply to any subsequent owner and shall terminate, if it has not already expired, when the original named Purchaser(s) from the Sponsor ceases to own the Unit. It does not extend to any subsequent owners of the Unit or other persons.

2. **Maker of Warranty.**

This Limited Warranty is made exclusively by the Sponsor whose name and address appear on Page 1.

3. **Pre-Closing Inspection.**

Before the Purchaser closes title to the Unit Purchaser will be required to set up and conduct a final inspection of the Unit with the Sponsor. If Purchaser is allowed to occupy the Unit prior to the Closing this inspection shall take place before Purchaser begins occupancy. The purpose of this inspection is to discover any defects of a visible or obvious nature (patent defects).

All such defects found on this inspection will be listed on a Inspection Statement which will be signed by the Purchaser and the Sponsor before either a closing occurs or Purchaser is allowed to occupy the Unit.

When the Closing occurs or the Purchaser begins occupying the Unit, whichever occurs first, the responsibility of the Sponsor will be limited to:

(a) completion of items shown on the Inspection Statement in the manner provided on the Inspection Statement; and

(b) performance of those warranty obligations created by this Limited Warranty, described below. The purpose of the Limited Warranty is to define the Sponsor's responsibility for construction defects which are not readily visible and would not have been found or disclosed on the final inspection described above (latent defects).

4. **Limited Nature of Warranty.**

The warranty being provided by Sponsor is a limited warranty. The warranty limits those implied warranties on the sale of a home which would otherwise apply. This limited warranty is the sole warranty made by Sponsor. There are no warranties which extend beyond the face hereof.

5. **Warranty Coverage.**

5.01 Commencement of Warranty Period: - The warranty period for all of the coverages specified below in subparagraphs 5.02, 5.03 and 5.04 will begin upon the earlier of either (a) the date that Purchaser takes title to the Unit with the intention that Purchaser or a member of Purchaser's family will occupy the Unit as a residence or (b) the date that any person occupies the Unit for residential use (the "Warranty Date"). The performance of work in the Unit by Purchaser after Closing shall not be deemed to negate Purchaser's intention as of the closing date to occupy or have a member of Purchaser's family occupy the Unit as a residence and the commencement of the Warranty Period shall not be delayed by the performance of any such work by Purchaser.

5.02 First Year Basic Coverage: For one (1) year from the Warranty Date the Unit will be free from latent defects that constitute:

(a) defective workmanship performed by or on behalf of Sponsor;

(b) defective materials provided by or on behalf of Sponsor;

(c) defective design, provided by an architect landscape architect, engineer, surveyor or other design professional engaged solely by the Sponsor; or

(d) defective installation of appliances sold as part of the Unit by or on behalf of Sponsor.

5.03 Two (2) Year Major System Coverage: For two (2) years from the Warranty Date, the Plumbing, Electrical, Heating, Cooling and Ventilation Systems (as defined below) within the Unit which have been installed by the Sponsor are warranted to be free from latent defects resulting from defective installation by the Sponsor.

The Plumbing System means: gas supply lines and fittings; water supply, waste and vent pipes and their fittings; water, gas and sewer service piping, and their extensions to the tie-in of a public utility connection or on-site system.

The Electrical System means: all wiring, electrical boxes, switches, outlets and connections up to the public utility connection or on site system.

The Heating, Cooling and Ventilation System means: all duct work, steam, water and refrigerant lines, registers, convectors, radiation elements and dampers.

For purposes of this warranty, appliances, fixtures and items of equipment even if attached to one of these systems are not considered to be a part of the system.

5.04 Six (6) Year Major Structural Defect Coverage: For six (6) years from the Warranty Date the Unit will be free from latent Major Structural Defects that constitute:

(a) defective workmanship performed by or on behalf of Sponsor;

(b) defective materials provided by or on behalf of Sponsor; or

(c) defective design, provided by an architect, landscape architect, engineer, surveyor, or other design professional engaged solely by or on behalf of Sponsor.

Major Structural Defect means: a defect resulting in actual physical damage to the following load-bearing portions of the Unit caused by failure of such load-bearing portions which affects their load-bearing functions to the extent that the Unit becomes unsafe, unsanitary or otherwise unlivable: foundation systems and footings; beams, girders, lintels, columns, walls and partitions, floor systems, and roof framing systems. The foregoing is intended to be exclusive.

Damages to the following non-load bearing portions of the Unit shall not constitute a Major Structural Defect under the terms of this warranty: roofing and sheathing; drywall and plaster; exterior siding; brick, stone and stucco veneer; floor covering material; wall tile and other wall coverings; non-load bearing walls and partitions; concrete floors in attached garages and basements that are built separately from foundation walls or other structural elements of the Unit; electrical, plumbing, heating, cooling and ventilation systems; appliances, fixtures and items of equipment; paint; doors and windows; trim; cabinets; hardware and insulation. The foregoing list is not intended to be exclusive but merely illustrative.

5.05 Definition of Defective: Installation, workmanship, materials and/or design will be considered to be defective if they fail to meet or exceed (a) the specific relevant standard and specifications of the Building Code of the City of New York in effect on the date that the building permit for construction of

the Unit was issued or, (b) if the Building Code of the City of New York does not provide a relevant specific standard, the standards of locally accepted building practices.

6. **Exclusions From All Coverages.** The following are excluded from the coverage provided in paragraph 5:

(a) Loss or damage caused by workmanship performed by anyone other than (i) the Sponsor, (ii) an agent of the Sponsor, or (iii) those engaged by Sponsor.

(b) Loss or damage caused by defective materials supplied by any person other than (i) the Sponsor, (ii) an agent of the Sponsor, or (iii) those engaged by Sponsor.

(c) Loss or damage caused by defective design provided by any person other than a design professional retained exclusively by or on behalf of Sponsor.

(d) Patent defects including defects shown on the Inspection Statement and defects which an examination of the Unit prior to acceptance of the deed or occupancy of the Unit ought to have revealed.

(e) Defects in driveways; walkways; patios; boundary walls; retaining walls; bulkheads; fences; landscaping (including sodding, seeding, shrubs, trees and plantings); off-site improvements or any other improvements not a part of the Unit itself.

(f) Any damage to the extent that it is caused or made worse by:

(i) negligence, improper maintenance, or improper operation by anyone other than the Sponsor, its employees, agents, or those engaged by Sponsor;

(ii) failure by the Purchaser or anyone other than the Sponsor, its employees, agents or those engaged by Sponsor to comply with the warranty requirements of manufacturers or suppliers of appliances, fixtures or items of equipment;

(iii) failure of the Purchaser to give notice to the Sponsor of any defects or damage promptly upon manifestation of any condition giving rise to such defects or damage;

(iv) changes in the grading of the ground by anyone other than the Sponsor, its employees, agents or those engaged by Sponsor;

(v) changes, alterations or additions made to the Unit by anyone after the Warranty Date; or

(vi) dampness or condensation due to failure of the Purchaser or occupant to maintain adequate ventilation.

(g) Any condition which does not result in actual physical damage to the Unit.

(h) Loss or damage caused by or resulting from accidents, riot and civil commotion, war, terrorist activities, fire, explosion, smoke, water escape, falling objects, aircraft, vehicles, Acts of God, lightning, windstorm, hail, flood, mudslide, earthquake, volcanic eruption, wind-driven water, soil movement, changes in the underground water table and/or any other events outside the reasonable control of Sponsor.

(i) Loss or damage caused by seepage of water unless such loss or damage is the direct result of a construction defect.

(j) Any damage which the Purchaser has not taken timely action to minimize.

(k) Normal wear and tear and normal deterioration.

(l) Insect damage.

(m) Bodily injury or damage to personal property.

(n) Loss or damage which arises while the Unit is being used primarily for non-residential purposes.

(o) Loss or damage due to abnormal loading on floors by the Purchaser which exceeds design loads as mandated by the Building Code.

(p) Defects in any work or materials ordered directly by Purchaser from anyone other than Sponsor and for incidental or consequential damages resulting from such work or materials;

(q) Any of the following:

(i) death of trees or landscape improvements, cracks in roof ballast, or concrete cracks that do not impair the structural soundness of the Buildings, including cracks or discoloration in concrete walls and paving, salting, leaching or color variation in colored mortar, tiles or pavers, and brick, dimensional variations in brick joints, mortar droppings on bricks, ponding, and/or controlled drainage on roof and terrace surfaces, terrace tiles or pavers not laid flat, stained tiles or color variations in tiles or pavers, and cracks in pressure treated wood used, or intended for use, outside the Buildings;

(ii) protruding dry wall fastenings, nail pops, ridging on gypsum board, slight variations in gypsum board taping visible only under certain lighting conditions, walls not square, lumber shrinkage, painting defects, electrical plates not straight, slight separation between base and floor, variations in floor and ceiling levels, carpet or floor discoloring or stretching, variations in width, length, thickness, finish, or color range of wood floors, ceiling imperfections, and stains, runs, lumps, shags, or imperfections in weaver in fabric panels;

(iii) door or window sticking due to weather, door warpage (including warpage of the main entrance door or Terrace door to a Unit within reasonable tolerances of doors of similar size, weight and quality), adjustment of bi-fold doors, and air and water infiltration from windows or Terrace doors in excess of industry standards;

(iv) variations in tone, texture, or color of interior and exterior natural stone (including limestone, if any, used on the exterior façade of the Building) or variations in tone or color of vanity tops or other natural stone surfaces, slight scratches in plastic laminate, glass, metal, vitreous china, natural stone, wood, stainless steel, or porcelain surfaces, discoloration to hardware and plumbing finishes, cracked bath tile grouting, variation in grouting thickness, and misalignment of bathroom finishes; Notwithstanding the foregoing, Sponsor will be obligated to repair abnormal scratches in plastic laminate, vitreous china, natural stone, wood, porcelain and metallic surfaces by filing or refinishing the same not caused by the use of the Units by Unit Owners, but Sponsor will not be obligated to replace any such surfaces. Additionally, during the course of construction concrete cracks and/or chips of a material nature on the exterior façade of the Buildings may be repaired by Sponsor by field patching;

(v) variations in wood floor stains and finishes, if performed by Sponsor, caused by normal foot traffic during construction and sales periods;

(vi) noise, vibrations or odors from normal plumbing, heating, air-conditioning, ventilating, and elevator operation, and floor noises and creaking;

(vii) repair of chips, scratches, mars, breaks, dents, cracks, and other defects in any windows and window sashes, sliding glass doors, shower doors, louvers, insulation attached to the curtain wall, electrical fixtures and globes, painted surfaces, sinks, tubs, basins, water closets, kitchen cabinets,

backsplashes, and countertops, vanity tops and cabinets, tile or natural stone floors and walls, saddles, appliances, woodwork, millwork, doors, mirrors, and hardware;

(viii) normal wear, including chips, to passenger elevator cabs, cab doors, elevator door frames, cab panels, Unit doors and Unit door frames;

(ix) pertaining to television, radio, internet or other telecommunication reception;

(x) any condition resulting from abuse, modifications not performed by Sponsor or its contractors, improper or insufficient maintenance, improper operation, normal wear and tear or natural deterioration or from the normal settling or shifting of the Buildings,

(xi) variations in floor levels;

(xii) painting defects;

(xiii) alignment of bathroom finishes;

(xiv) air infiltration from windows;

(xv) variations in width, length or tone or cupping of wood flooring, or any warpage or cupping of any wood flooring and/or wood millwork;

(xvi) variation in shading of marble; and

(xvii) subsequent to the Unit closing, paint touch-ups, repairs of dented appliances, or replacement of fluorescent light ballasts.

(r) Any claim not filed in the manner set forth below in Paragraph 7, "Procedure to Notify Sponsor of Defect".

7. **Procedure to Notify Sponsor of Defect.**

Any claim of a breach of the warranties made herein must be made in writing on the attached "Notice of Warranty Claim Form," sent to the Sponsor in the manner described in Article 25 of the Option Agreement to which this Limited Warranty is attached, and must be received by Sponsor within ten (10) days of the expiration of the applicable warranty period as set forth in Paragraph 5 above, **TIME BEING OF THE ESSENCE**. The notice must state that the claimant is the original Purchaser from Sponsor, must provide a clear specific statement as to any item with respect to which a breach of warranty is claimed and a description of the claimed defect. The notice must also provide day and evening telephone numbers of the claimant and indicate normal business hours on weekdays during which claimant will be able to provide access to Sponsor on not more than 24 hours notice. No action alleging a breach of this Limited Warranty may be brought in any court of law until and unless the notice required above has been timely received by Sponsor. **A FAILURE TO PROVIDE THE NOTICE ON THE TERMS CALLED FOR AND WITHIN THE APPLICABLE TIME PERIOD SHALL VOID THIS LIMITED WARRANTY AND ANY OR ALL CLAIMS MAY BE REJECTED.** The Sponsor's response to any complaint or request, other than a timely and properly completed Notice of Warranty Claim Form will not impair, prejudice, or otherwise affect any right of the Sponsor, including but not limited to the Sponsor's right to receive a timely and properly completed Notice of Warranty Claim Form.

8. **Opportunity to Inspect and Repair.**

The claimant shall afford a reasonable opportunity during normal business hours on weekdays to inspect, test and repair the portion of the Unit to which the warranty claim relates.

9. **Time Periods to Inspect and Repair.**

For purposes of this Limited Warranty a period of sixty (60) days after receipt of notice of a claimed breach shall constitute a reasonable time within which Sponsor may perform any inspection and/or tests provided that this time limitation shall not apply if Sponsor is denied access for such inspections or tests after requesting such access on not less than 24 hours notice. If the Sponsor accepts the claim, Sponsor shall be afforded an additional sixty (60) days after the expiration of the inspection period within which to commence any repairs which Sponsor determines will correct the alleged breach of warranty. Sponsor shall complete such repairs with due diligence. In the event that special materials or parts must be ordered to effectuate the repair the placing of such orders shall constitute commencement of repair for the purposes of satisfying the above sixty (60) days requirement. All time periods for repair or replacement of defects are subject to weather conditions, Acts of God, availability of materials, and other events beyond the Sponsor's control. If the Sponsor rejects the claim, the Sponsor will give written notice of that decision, by certified mail, return receipt requested, to the claimant at the address shown on the Notice of Claim Form.

10. **Sponsor's Obligations If Defect Covered By Warranty.**

If a defect occurs in an item covered by this Limited Warranty, the Sponsor will repair, replace or pay the Purchaser the reasonable cost of repairing or replacing the defective item(s) within a reasonable time after the Sponsor's inspection or testing discloses the problem. The choice among repair, replacement or payment is solely that of the Sponsor.

In no event will the Sponsor's total liability for deficiencies under this Limited Warranty exceed the Sponsor's Limit of Total Liability shown on page 1.

Repair of damage to the load-bearing portions of the Unit will be limited to that which is necessary to restore their load-bearing function. Sponsor shall also repair those other items of the Unit, if any, which were damaged due to the Major Structural Defect and which made the Unit unsafe, unsanitary or otherwise unlivable.

11. **Purchaser Required to sign Release Upon Completion of Repairs.**

When the Sponsor finishes repairing or replacing the defect or pays the reasonable cost of doing so, the Sponsor shall so notify Purchaser in writing, by certified mail, return receipt request and within ten days thereafter a full release of all legal obligations with respect to the defect must be signed by Purchaser and delivered to the Sponsor.

12. **Time Limit To Bring Court Action.**

An action for damages or other relief based upon an alleged breach of this Limited Warranty may only be commenced if the Notice of Warranty Claim Form was timely received as required herein and must be commenced, if at all, prior to the earlier of ninety (90) days after the expiration of the applicable warranty period set forth in Paragraph 5 or sixty (60) days after the Sponsor has given written notice of rejection of claim or completion of corrective action as provided above in Paragraphs 9 and 11, respectively, TIME BEING OF THE ESSENCE. **Failure to commence an action within the applicable time period will constitute a waiver of all claims with respect to any alleged breach for which the applicable time period has expired.** The making of repairs by Sponsor shall not have the effect of extending the time period within which an action must be commenced.

13. **General Provisions.**

(a) This Limited Warranty may not be changed or amended in any way.

(b) This Limited Warranty is binding upon the Sponsor and the Purchaser, their heirs, executors, administrators, successors and assigns.

(c) Should any provision of the Limited Warranty be deemed unenforceable by a court of competent jurisdiction, the determination will not affect the enforceability of the remaining provisions.

(d) Use of one gender in this Limited Warranty includes all other genders, and use of the plural includes the singular, as may be appropriate.

(e) This Limited Warranty is to be governed in accordance with the laws of New York State.

**NOTICE OF WARRANTY CLAIM FORM**

Dear Unit Owner: To ask the Sponsor to correct a defect in your Unit that you think is covered by the Sponsor's Limited Warranty, you must complete this form and deliver it to the Sponsor. This is necessary to protect your rights to warranty performance under the Limited Warranty. Even if you believe that the Sponsor is aware of the problem, fill out this form and deliver it to the Sponsor.

Some of the information you will need to fill out the form will be on page 1 of the Limited Warranty. However, if you do not know the answers to any questions, write "Don't know." Please do not leave any item blank.

Your Name: _____

Mailing Address: _____

Phone: Day:_____ Evening: _____

Weekdays and Times Access Can Be
Provided on 24 Hours Notice: _____

Warranty Date: _____

Describe the defect(s) which you think are covered by the Limited Warranty. Be sure to include when each defect first occurred or when you first noticed it. Use additional sheets, as necessary, to fully describe the problem:

I (we) certify that I am (we are) the original Purchaser(s) from Sponsor.

_____ _____
(signature) (date)

_____ _____
(signature) (date)

## SCHEDULE F

LEAD PAINT DISCLOSURE FORM

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the purchaser with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the purchaser of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.2[1]

**Seller's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _X_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). See Offering Plan.

(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) _X_ 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). See Offering Plan and option agreement.

(ii) __ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

---

2[1] This form may be executed in several counterparts, each of which shall constitute an original but all of which together shall constitute one and the same instrument.

**Purchaser's Acknowledgment** (Initial)

(c) X Purchaser has received copies of all information listed above.
(d) X Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home.*
(e) X Purchaser has (check (i) or (ii) below):

(i) ___ received a ten (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) X waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based and/or lead-based paint hazards.

**Agent's Acknowledgment** (Initial)

(f) _X_ Agent has informed the Seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Date:_____

**SELLER**

WEST VILLAGE RESIDENCES LLC,
a Delaware limited liability company

By: West Village Holdings LLC, its sole member

By: Rudin West Village LLC, managing member

By: _____
Name:
Title: Authorized Signatory

Date:_____

**PURCHASER**

_____

**AGENT**

Date: _____

By: _____
Name:
Title:

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# EXHIBIT 4

UNIT DEED

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# UNIT DEED

THIS INDENTURE, made the _____ day of _____, 20__, between West Village Residences LLC, having an address at 345 Park Avenue, New York, New York 10154 ("Grantor") and _____ having an address at _____, ("Grantee").

## WITNESSETH:

That Grantor, in consideration of Ten and 00/100 ($10.00) Dollars and other good and valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, the heirs or successors and assigns of the Grantee, forever:

The Condominium Unit ("Unit") known as Unit No. _____ in the building known by the street address of [_____][1], New York, New York ("Building") in The Greenwich Lane condominium ("Condominium"), said Unit being designated and described as Unit No. ____in a certain declaration dated _____, ____ made by Grantor pursuant to Article 9-B of the Real Property Law of the State of New York (the "Condominium Act") establishing a plan for condominium ownership of the Building and certain other buildings located on the land ("Land") upon which the Building is situate (which Land is more particularly described in Exhibit A annexed hereto and by this reference made a part hereof), which declaration was recorded in the New York County Office of the Register of The City of New York ("Register's Office") on _____, under CFRN#_____ ("Declaration"). The Unit is also designated as Tax Lot ___ 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 the Building, certified by _____ on _____, 2013, and filed with the Real Property Assessment Department of The City of New York on _____, 2013, as Condominium Plan No. ____ and also filed in the Register's Office on _____, 2013, as Condominium Map No. _____;

TOGETHER with an undivided ____% interest in the Common Elements and ____% interest in the Residential Common Elements (as such term is defined in the Declaration);

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

TOGETHER with, and subject to, the rights, obligations, easements, restrictions and other provisions set forth in the Declaration and the By-laws of the Condominium (the "By-laws"), as the same may be amended from time to time, all of which constitute covenants

[1] Applicable building to be inserted.

running with the Land and shall bind any person having at any time any interest or estate in the Unit, as though recited and stipulated at length herein.

SUBJECT also to such other liens, agreements, covenants, easements, restrictions, consents and other matters of record as pertain to the Unit, to the Land and/or to the Building (which Land and Building are collectively referred to as the "Property"), as more particularly described in Exhibit B attached hereto and made a part hereof.

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

If any provision of the Declaration or the By-laws is invalid under, or would cause the Declaration or By-laws to be insufficient to submit the Property to the provisions of the Condominium Act, or if any provision which is necessary to cause the Declaration and 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 Condominium Board or provided in the Declaration or the By-laws, the Unit is intended for residential use only.

Grantor covenants that the Grantor has not done or suffered anything whereby the Unit has been encumbered in any way whatever, except as set forth in the Declaration and the By-laws (and any Rules and Regulations adopted under the By-laws) and as to matters set forth on Exhibit B attached hereto and made a part hereof.

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

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.

This conveyance is made in the regular course of business actually conducted by the Grantor.

The term "Grantee" shall be read as "Grantees" whenever the sense of this Indenture so requires.

*[Note: for Suite Units only:]*

*These Suite Units may be used only as residences occupied by domestic employees of Residential Unit Owners, Family Members and non-paying guests of Residential Unit Owners, and for accessory residential use such as library, home office, personal study, or home occupation use, provided such use is in keeping with a first class luxury residential building. In no event shall any such use involve off the street customers or client traffic or any meetings by appointment.*

*[Note: for Non Residential Deeds (other than Garage Unit) only:]*

*[As long as Lenox Hill Hospital, its parent North Shore – Long Island Jewish Health System or any affiliated entity (collectively, "North Shore-LIJ") is engaged in the development, construction or operation of a medical facility on the west side of Seventh Avenue between West 12th and West 13th Streets, the premises conveyed/leased hereby may not be used for any of the following purposes: (i) an emergency medical care facility, or facility marketed as an urgent care or urgent treatment facility; (ii) any medical practice or facility whose primary business is the provision of medical imaging services, or any medical practice and/or facility utilizing two (2) or more Computed Tomography imaging devices (CT), or two (2) or more Magnetic Resonance Imaging devices (MRI), or a Positron Emission Tomography device (PET); (iii) any ambulatory surgery facility or any medical facility marketed as and whose primary business is pain treatment; or (iv) any medical practice owned by, that holds itself out as being affiliated with, or whose signage identifies the practice as being affiliated with, a hospital, health system or medical school other than North Shore-LIJ or its affiliates. This restriction shall apply to and be contained in any deed, lease or conveyance of the Non Residential Units (other than the Garage Unit), and shall be binding on such Non Residential Unit Owners, and their respective successors and assigns, and shall inure solely to the benefit of North Shore-LIJ, and may be enforced by North Shore-LIJ which shall be entitled to seek injunctive relief, damages and/or any other remedy available in law or equity in the case of a breach or threatened breach thereof.]*

*[Note: for Storage Unit Deed only:]*

*[Pursuant to the Declaration and By-laws, this Storage Unit may only be owned by an owner that currently owns (or is then purchasing) another Unit in the Condominium]*

All capitalized terms used herein which are not separately defined herein shall have the meanings given to those terms in the Declaration or the By-laws of the Condominium.

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

**GRANTEE:**

_____

**GRANTOR:**

WEST VILLAGE RESIDENCES LLC,
a Delaware limited liability company

By: West Village Holdings LLC, its sole member

By: Rudin West Village LLC, managing member

By: _____
Name:
Title: Authorized Signatory

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

On the ___ day of _____, 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(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

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

On the ____ day of _____, 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(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Exhibit A

## LEGAL DESCRIPTION OF THE LAND

Block 607, Lot 1

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 the corner formed by the intersection of the easterly side of Seventh Avenue with the northerly side of West 11th Street;

RUNNING THENCE easterly along the northerly side of West 11th Street, 425 feet;

THENCE northerly parallel with the easterly side of Seventh Avenue and part of the way through a party wall 103 feet 3 inches to the center line of the block;

THENCE easterly along the center line of the block, 50 feet;

THENCE northerly again parallel with the easterly side of Seventh Avenue, 103 feet 3 inches to the southerly side of West 12th Street, at a point therein distant 475 feet easterly from the easterly side of Seventh Avenue;

THENCE westerly along the southerly side of West 12th Street 475 feet to the comer formed by the intersection of the said southerly side of West 12th Street with the said easterly side of Seventh Avenue; and

THENCE southerly along the said easterly side of Seventh Avenue, 206 feet 6 inches to the first mentioned corner, the point or place of BEGINNING.

Exhibit B

## PERMITTED EXCEPTIONS

1. Building restrictions, zoning and historic designations and other regulations, resolutions and ordinances and any amendments thereto now or hereafter adopted.

2. Any state of facts which an accurate survey or personal inspection of the Property would show, provided such state of facts would not render title uninsurable without additional premium to Grantee and would not prevent the use of the Unit for dwelling purposes.

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 made thereunder), the Power of Attorney from the Grantee to the Condominium Board, and the Floor Plans, as all of the foregoing may be amended from time to time.

4. Consents by the Grantor or any former owner of the Land for the erection of any structure or structures on, under or above any street or streets on which the Property may abut.

5. Any easement or right of use in favor of any utility company for construction, use, maintenance or repair of utility lines, wires, terminal boxes, mains, pipes, cables, conduits, poles and other equipment and facilities on, under and across the Property.

6. Revocability of licenses for vault space, if any, under the sidewalks and streets.

7. Any easement or right of use required by Grantor or its designee to obtain a temporary, permanent or amended certificate of occupancy for the Buildings or any part of same.

8. 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.

9. Leases, licenses and service, maintenance, employment and concessionaire agreements, if any, of other Units or portions of the Common Elements.

10. The lien of any unpaid Common Charges, real estate taxes, water charge or sewer rent, or vault charges, provided the same are adjusted at the Closing of Title.

11. The lien of any unpaid assessment payable in installments (other than assessments levied by the Condominium Board), except that the Grantor shall pay all such assessments due prior to the Closing Date (with the then current installment to be apportioned as of the Closing Date) and the Grantee shall pay all assessments due from and after the Closing Date.

12. Any declaration or other instrument affecting the Property which the Grantor deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the demolition, construction, alteration, repair or restoration of the Buildings.

13. Any encumbrance as to which the Title Company (or such other New York State Land Title Association member title insurance company which insures the Grantee's title to the Unit) would be willing, in a fee policy issued by it to the Grantee, to insure the Grantee that such encumbrance (a) will not be collected out of the Unit if it is a lien or (b) will not be enforced against the Unit if it is not a lien.

14. 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 dwelling purposes.

15. Any lease covering the Unit(s) made from the Grantor to the Grantee.

16. Any violation against the Property (other than the Unit) and any violation which is the obligation of the Condominium Board, or another Unit Owner to correct.

17. Standard printed exceptions contained in the form of fee title insurance policy then issued by the Title Company or the title company selected by Grantee.

18. Any certificate of occupancy for the Buildings, so long as the same permits, or does not prohibit, use of the Unit for its stated purposes.

19. Any encumbrance, covenant, easement, agreement, restriction, lien or violation against the Property set forth in the form of Unit Owner's Specimen Title Policy prepared by the Title Company set forth in Part II of the Plan, as the same may be updated from time to time prior to the Closing.

20. Any agreement or instrument affecting the Property which the Grantor deems necessary or appropriate relating to the Condominium or the Triangle Park, which does not prevent the use of the Unit for dwelling purposes or materially adversely affect the Unit.

21. Covenants, Conditions, Easements, Leases, Agreements of record, as follows:

a. The Property on which the Condominium is located has been designated as part of the Greenwich Village Historic District by Notice of Designation dated April 29, 1969 and recorded in the Office of the New York City Register, New York County, on April 29, 1969 in Reel 138 page 120 and are therefore subject to the restricted uses set forth in the New York City Charter and in the Administrative Code of the City of New York.

b. . Terms, conditions, restrictions, obligations, easements set forth in Revocable Consent Agreement dated January 7, 2005 between NYC Department of Transportation Division of Franchises, Concessions & Consents and Saint Vincents Catholic Medical Centers of New York d/b/a Saint Vincent Catholic Medical Centers and recorded in the Office of the City Register of the City of New York, on December 6, 2005 under CRFN 2005000675351.

d. Covenants and restrictions set forth in Liber 718 cp. 449 and Liber 747 cp. 280.

e. Covenants and restrictions set forth in Liber 718 cp. 453, 748 cp. 285, Liber 463 cp. 127, Liber 465 cp. 33, Liber 467 cp. 557 and Liber 731 cp. 156.

f. Covenants, restrictions, reservations and easements set forth in Cross-Easement agreement dated June 28, 1983 between The New York City Transit Authority and St. Vincent's Hospital and Medical Center of New York and recorded in the Office of the New York City Register, New York County, on July 31, 1984 in Reel 818 page 1513.

g. Terms, conditions, covenants and restrictions set forth in Permit agreement dated June 28, 1983 between The New York City Transit Authority and St. Vincent's Hospital and Medical Center of New York and recorded in the Office of the New York City Register, New York County, on July 31, 1984 in Reel 818 page 1529.

h. Conditions and agreements set forth in Distinctive Sidewalk Improvement Maintenance Agreement dated November 29, 1988 by St. Vincent's Hospital and Medical Center of New York and recorded in the Office of the New York City Register, New York County, on December 9, 1988 in Reel 1505 page 71.

i. Terms, conditions, restrictions, obligations, easements set forth in Revocable Consent Agreement dated March 21, 2003 between NYC Department of Transportation Division of Franchises, Concessions & Consents and Saint Vincents Catholic Medical Centers of New York and recorded in the Office of the City Register of the City of New York, on July 15, 2003 under City Register File Number (CRFN) 2003000232150.

j. Terms, conditions, restrictions, obligations, easements set forth in Revocable Consent Agreement dated August 31, 2009 between NYC Department of Transportation and the NYC Department of Information, Technology and Telecommunications and Saint Vincents Catholic Medical Centers of New York and recorded in the Office of the City Register of the City of New York, on October 8, 2009 under CRFN 2009000329027.

k. Declaration of Large-Scale General Development dated as of March 26, 2012, made by West Village Residences LLC, as declarant, and recorded April 16, 2012 in CRFN 2012000149443 in the Office of the City Register of the City of New York, as the same may be amended from time to time.

l. Terms, conditions and restrictions set forth in Notice of Alternative Environmental Measures dated October 25, 2012 by West Village Residences LLC and recorded on November 2, 2012 under CRFN 2012000434777.

j. Zoning Lot Certification recorded on March 25, 2013 under CRFN 2013000120960.

k. Zoning Lot Certification recorded on March 25, 2013 under CRFN 2013000120961.

# EXHIBIT 5

CELLAR STORAGE BIN LICENSE AGREEMENT/
VAULT STORAGE BIN LICENSE AGREEMENT

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# CELLAR STORAGE BIN LICENSE AGREEMENT

AGREEMENT made the _____ day of _____, 201__ ("License Agreement") by and between West Village Residences LLC, having an office at 345 Park Avenue, New York, New York 10154 ("Sponsor") and the Condominium Board of The Greenwich Lane on behalf of all Unit Owners, having an address at c/o Rudin Management Co., Inc., 345 Park Avenue, New York, New York 10154 ("Condominium Board") (Sponsor and Condominium Board are sometimes collectively referred to as the "Licensor") and _____ having an address at _____, Unit ____, New York, New York _____ ("Licensee").

## WITNESSETH:

WHEREAS, The Greenwich Lane (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 _____, 20_ under CRFN #_____, as the same has been or may be amended from time to time (the "Declaration"), the By-laws annexed to the Declaration (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, collectively, referred to as the "Condominium Documents"); and

WHEREAS, in a portion of the cellar of the Condominium there is an area of Residential Common Element in which storage bins (the "Cellar Storage Bins") have been installed for use by Residential Unit Owners who purchase licenses therefore; and

WHEREAS, Licensee, owns or simultaneously herewith is acquiring Residential Unit ___ in the Condominium; and

WHEREAS, Licensee desires the right to the exclusive use of Cellar Storage Bin #_____ (the "Storage Bin") for so long as Licensee owns a Residential Unit in the Condominium.

NOW, THEREFORE, in consideration of the sum of $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. License Term; License Fee; Delay in Delivery. Licensor hereby grants to Licensee, it successors and assigns, a license for the exclusive use of the Storage Bin (the "License") and Licensee hereby accepts such License from Licensor for a term commencing on the date hereof (subject to the last sentence of this Section, the "Commencement Date"), and expiring upon a termination of this License in connection with Article 8 below (the "Expiration Date"). Licensee shall be required to pay a monthly licensee fee to the Condominium Board (the "License Fee") commencing on the Commencement Date in an amount equal to $1 per square foot of the Storage Bin as set forth in Schedule A to the Offering Plan for the Condominium per month, i.e., $_____ per month. The License Fee shall be payable in monthly installments in advance on the first day of each month to the Condominium Board at the office of the Managing Agent of the Condominium or as otherwise directed in writing by the Condominium Board. In the event the Storage Bin is not available on the Commencement Date and delivered to Licensee (which delay in delivery may, but does not have to be due to, construction issues or failure to obtain the temporary certificate of occupancy for the cellar area), all License Fee payments shall abate until such time as the Storage Bin is made available to Licensee, at which time License Fee payments shall commence.

2. Increases in License Fee. The License Fee shall be subject to annual increases by CPI. The term "CPI" shall mean the Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor, New York - Northern New Jersey - Long Island, NY-NJ-CT area, All Items (1982 - 1984 = 100), or any successor index thereto, appropriately adjusted. If the Consumer Price Index ceases to be published, and there is no successor thereto, such other index as reasonably designated by Licensor shall be substituted for the Consumer Price Index. The Condominium Board shall

notify Licensee on or before December 1 of each calendar year of the amount of such annual increase for the next occurring year.

3. As-Is Condition; Care of Storage Bin; Repairs to Storage Bin. Licensee represents that it has made a thorough inspection of the Storage Bin and agrees to take same in its "as is" condition as of the date of this License Agreement. Licensee agrees to take good care of the Storage Bin and observe all applicable governmental rules and regulations and all rules and regulations of the Condominium. All repairs and replacements to the Storage Bin shall be performed by the Condominium Board and the cost thereof shall be a Residential Common Expense, unless such repair or replacement is necessitated by the negligence, misuse, or abuse of a Licensee, then the entire cost and expense of such repair or replacement shall be borne by such Licensee.

4. Storage Bin Use; Restrictions. The Storage Bin may only be used for the storage of personal effects of a Licensee and in no event shall any food or perishable items or any flammable or explosive item or any item which would impose a health or safety threat or create a nuisance be stored in the Storage Bin. In addition, from time to time, the Condominium Board may impose reasonable rules and regulations relating to the use of the Storage Bin, and Licensee agrees to promptly comply with all such rules and regulations. Licensee shall not (a) store any property in the storage bin area outside of the designated Storage Bin; or (b) allow any other person to use the Storage Bin except in accordance with the terms hereof. Licensee shall not make any alterations of any kind in or to the Storage Bin.

5. Access To Storage Bin. The Condominium Board or its agents shall have the right, but not the obligation, to open the Storage Bin in an emergency at any time, and, at other reasonable times upon prior notice to Licensee, to inspect and examine the Storage Bin and to make such repairs, replacements and improvements as the Condominium Board shall deem necessary.

6. Assignment by Licensee. The License Agreement may be assigned by Licensee at any time, provided (i) the assignee is a Residential Unit Owner at the Condominium, (ii) the assignee assumes the obligations hereunder in the form annexed hereto, (iii) notification of the assignment is delivered in writing to the Condominium Board in compliance with its requirements, as the same may be modified from time to time, and (iv) no outstanding monies are owed to the Condominium by the Licensee. Except for Sponsor, a Residential Unit Owner may not license a storage bin without owning a Residential Unit.

7. License Agreement Subordinate. The terms of this License Agreement are subject and subordinate to the terms of the Condominium Documents. Nothing contained herein shall be construed as limiting the rights and obligations of the parties under the Condominium Documents. Any conflict between the provisions of this License Agreement and the Condominium Documents shall be resolved in favor of the Condominium Documents.

8. Events of Default. Licensee agrees that upon the occurrence of any one or more of the following events (referred to as "Events of Default"):

(i) if Licensee shall default in the observance or performance of any term, covenant or condition of this License Agreement on Licensee's part to be observed or performed and Licensee shall fail to remedy such default within thirty (30) days after notice by Licensor to Licensee of such default; or

(ii) if Licensee shall file a voluntary petition in bankruptcy or insolvency, or such proceeding shall be commenced against Licensee or Licensee shall be adjudicated a bankrupt or insolvent, or Licensee shall file or there shall be filed against Licensee any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, or

(iii) Licensee shall make an assignment for the benefit of creditors, or Licensee shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator for Licensee or of all or any part of Licensee's property,

then, upon the occurrence of any one or more such Events of Default, the Licensor, at any time thereafter, at the Licensor's option, may give to Licensee a five (5) days' notice of termination of this License Agreement and, in the event such notice is given, this License Agreement and the term thereof shall come to an end and expire upon the expiration of said five (5) days with the same effect as if the date of expiration of said five (5) days were the expiration date of the term, but Licensee shall remain liable for damages and all other sums payable pursuant to law or under this License Agreement.

Licensee agrees that if this License Agreement and the term shall expire and come to an end:

(a) the Condominium Board and its agents and servants may immediately, or at any time after such default or after the date upon which this License Agreement and the term shall expire and come to an end, re-enter the Storage Bin or any part thereof, without notice, either by summary proceedings or by any other applicable action or proceeding, or by force or otherwise (without being liable to indictment, prosecution or damages therefor), and may repossess the Storage Bin and dispossess Licensee and any other persons from the Storage Bin and remove any and all of Licensee's and their property and effects from the Storage Bin; and

(b) the Condominium Board, at its option, may let or license the whole or any part or parts of the Storage Bin, from time to time, either in the name of the Condominium Board or otherwise, to such persons, for such term or terms, at such rental, rentals, fees or charges and upon such other conditions, as the Licensor, in its sole discretion, may determine; Licensee hereby waives the service of any notice of intention to re-enter or to institute legal proceedings to that end which may otherwise be required to be given under any present or future law; Licensee, on its own behalf and on behalf of all persons claiming through or under Licensee, including all creditors, do further hereby waive any and all rights which Licensee and all such persons might otherwise have under any present or future law to redeem the Storage Bin, or to re-enter or repossess the Storage Bin, or to restore the operation of this License, after

(1) Licensee shall have been dispossessed by a judgment or by warrant of any court or judge, or

(2) any re-entry by Licensor, or

(3) any expiration or termination of this license and term, whether such dispossess, re-entry, expiration or termination shall be by operation of law or pursuant to this license; the words "re-enter", "re-entry" and "re-entered" as used herein shall not be deemed to be restricted to their technical legal meanings; in the event of a breach or threatened breach by Licensee, or any persons claiming through or under Licensee, of any term, covenant or condition of this License Agreement on Licensee's part to be observed or performed, Licensor shall have the right to enjoin such breach and the right to invoke any other remedy allowed by law or in equity as if re-entry, summary proceedings and other special remedies were not provided in this License Agreement for such breach; the right to invoke the remedies hereinbefore set forth is cumulative and shall not preclude Licensor from invoking any other remedy allowed by law or in equity.

9. Notices: Except as otherwise expressly provided in this License Agreement, any statements, notices, demands, requests or other communications given or required to be given under this License Agreement shall be effective only if rendered or given in writing, sent by registered or certified mail (return receipt requested optional), addressed (i) to Licensee (a) at Licensee's address set forth in this License Agreement if mailed prior to Licensee taking possession of the Storage Bin, or (b) at the Condominium if mailed subsequent to Licensee taking possession of the Storage Bin, or (c) at any place where Licensee or any agent of Licensee may be found if mailed subsequent to Licensee vacating, deserting, abandoning or surrendering the Storage Bin, or (ii) to Licensor at Licensor's address set forth in this License, or (iii) addressed to such other address as either Licensor or Licensee may designate as its new address, as the case may be, for such purpose by notice given to the other party, as the case may be, in accordance with the provisions of this subparagraph. Any such bill, statement, notice, demand, request or other communication shall be deemed to have been rendered or given on the date when it shall have been mailed as provided in this subparagraph.

10. End of Term: Licensee agrees to vacate the Storage Bin upon the Expiration Date broom clean and in good order and condition, ordinary wear excepted, and to remove all of Licensee's personal property and all other property and effects of Licensee and all persons claiming through or under Licensee from the Storage Bin and to repair all damage to the Storage Bin and/or Condominium occasioned by such removal. Licensor shall have the right to retain any property and effects which shall remain in the Storage Bin after the expiration of the term, and any net proceeds from the sale thereof, without waiving any of Licensor's rights with respect to any default by Licensee under the foregoing provisions of this License. Licensee's obligation under this subparagraph shall survive the expiration of the term.

11. License Only. This License Agreement shall constitute a license only and shall not be construed under any circumstances to be a sale of the Storage Bin or conveyance of title thereto. In no event shall a landlord/tenant relationship exist between the Licensor and the Licensee with respect to this License Agreement.

12. Indemnity and Insurance. Licensee shall indemnify and hold the Licensor and their respective officers, agents and employees, harmless from and against any and all liabilities, claims, penalties and judgments, together with any related costs and expenses, including reasonable legal fees, asserted against or sustained by any of them in connection with any act, omission, or negligence of Licensee or Licensee's family, servants, employees, agents, guests, tenants and invitees in connection with this License. Licensee agrees that Licensor shall incur no liability of any kind whatsoever to Licensee or to any person, firm or corporation claiming by, through or under Licensee in connection with this License Agreement, or the use by Licensee of all or any portions of the Storage Bin or of the Condominium and neither Licensor nor its agent shall not be liable for any loss of or damage or injury to any article or property left or stored in the Storage Bin, whether resulting from theft, vandalism, fire, explosion, falling plaster, steam, gas, electricity, or water emanating from the pipes, appliances or plumbing works of the Condominium or from any other cause whatsoever. Licensor shall not be liable for damage caused by any other person to the Storage Bin, or for any latent defect in the Storage Bin. Licensee shall be obligated at its sole cost and expense to obtain and maintain insurance covering the Storage Bin in amounts sufficient to cover the property located therein as specified in Article 5.4 of the By-laws.

13. Legal Fees. Licensee shall be obligated to reimburse the Licensor for any legal fees and disbursements incurred by the Licensor in defending the rights of the Licensor under this License Agreement or, if there is an Event of Default, enforcing Licensee's obligations hereunder.

14. Miscellaneous.

(a) Neither this License Agreement nor any provision hereof may be waived, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, amendment, discharge or termination is sought and then only to the extent set forth in such instrument.

(b) It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this License Agreement, which alone fully and completely express their agreement and that this License Agreement supersedes any and all such understandings and agreements with respect to the subject matter hereof.

(c) If any provision of this License Agreement is invalid or unenforceable as against any party or under certain circumstances, the remainder of this License Agreement and the applicability of such provision to other parties or circumstances shall not be affected thereby. Each provision of this License Agreement, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by Law.

(d) 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 License

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.

(e) Any failure by the Licensor to insist upon strict performance by Licensee of any of the provisions of this License Agreement shall not be deemed a waiver of any of the provisions hereof, irrespective of the number of violations or breaches which may occur, and Licensor, notwithstanding any such failure, shall have the right thereafter to insist upon strict performance by Licensee of any and all of the provisions of this License Agreement to be performed by Licensee.

(f) This License Agreement shall be governed by and construed under the laws of the State of New York. This License Agreement may be executed in one or more identical counterparts, each of which when taken together shall constitute one and the same original instrument. Signatures to this License Agreement transmitted by telecopy or e-mail of a .pdf file shall be valid and effective to bind the party so signing. Each party agrees to promptly deliver an executed original to this License Agreement with its actual signature to the other party, but a failure to do so shall not affect the enforceability of this License Agreement, it being expressly agreed that each party to this License Agreement shall be bound by its own telecopied or e-mailed signature and shall accept the telecopied or e-mailed signature of the otherThere shall not be a modification or waiver of this License Agreement unless the same shall be signed by the party against whom such modification or waiver is sought to be enforced.

(g) Licensee agrees not to record this License Agreement or any memorandum thereof.

(h) Any terms capitalized and not defined herein shall have the meanings given to such terms in the Condominium Documents.

IN WITNESS WHEREOF, the undersigned have executed this License Agreement as of the day and year first above written.

Agreed to and Acknowledged by:

**CONDOMINIUM:**

**THE GREENWICH LANE**

By:_____
Name:
Title:

**LICENSEE:**

_____
(signature)

_____
(signature)

**SPONSOR:**

**WEST VILLAGE RESIDENCES LLC**

By:_____
Name:
Title:

**ASSIGNMENT AND ASSUMPTION OF STORAGE BIN LICENSE AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF STORAGE BIN LICENSE AGREEMENT made as of the _____ day of _____, 20__ by and between _____ (hereinafter referred to as the "Assignor"), having an address at _____, New York, New York _____, and _____ (hereinafter referred to as the "Assignee"), having an address at _____, New York, New York _____.

**W I T N E S S E T H :**

WHEREAS, Assignor executed a certain Storage Bin License Agreement dated _____, ___ ("License Agreement") to have the exclusive right to use Storage Bin #_____ located in the cellar of The Greenwich Lane (the "Condominium"), located at _____, New York, NY in accordance with the terms of the Condominium Offering Plan dated _____, 20__ ("Plan") as amended to date; and

WHEREAS, the Assignor desires to assign to the Assignee all of the Assignor's right, title and interest in and to the License Agreement; and

WHEREAS, the Assignee desires to assume all of the obligation and responsibilities of the Assignor in and to the License Agreement; and

WHEREAS, the parties hereto wish to set forth their agreements with respect to this Assignment.

NOW, THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, the parties hereto agree as follows:

1. ASSIGNMENT/ ASSUMPTION: Assignee hereby represents and warrants to Assignor and the Condominium that Assignor is now the owner, or is in contract to become the owner, of a Residential Unit at the Condominium. The Assignor hereby assigns to the Assignee, from and after the date hereof, all of the Assignor's right, title and interest in and to the License Agreement, a copy of which is attached hereto and made a part hereof, for the purchase price of $_____. Assignee hereby assumes all of the obligations, promises, covenants and responsibilities of the Assignor in and to the License Agreement as if the Assignee had signed the License Agreement originally as "Licensee."

2. AUTHORIZATION AND DIRECTION: The Assignor and the Assignee hereby authorize and direct the Condominium to have the books and records of the Condominium reflect that Assignee has the exclusive right to use Storage Bin #_____.

3. EFFECTIVE DATE/ DEFINED TERMS: This Assignment shall not be deemed effective unless and until signed by each of the parties hereto. All terms not defined herein shall have the meanings ascribed them in the Plan.

IN WITNESS WHEREOF, the Assignor and the Assignee have duly executed this Assignment and Assumption of License Agreement on the day and year first above written.

**APPROVED BY:**

THE GREENWICH LANE

By:_____
Name:
Title:

**ASSIGNOR:**

_____

**ASSIGNEE:**

_____

# VAULT STORAGE BIN LICENSE AGREEMENT

AGREEMENT made the _____ day of _____, 201__ ("License Agreement") by and between West Village Residences LLC, having an office at 345 Park Avenue, New York, New York 10154 ("Sponsor") and the Condominium Board of The Greenwich Lane on behalf of all Unit Owners, having an address at c/o Rudin Management Co., Inc., 345 Park Avenue, New York, New York 10154 ("Condominium Board") (Sponsor and Condominium Board are sometimes collectively referred to as the "Licensor") and _____ having an address at _____, Unit ____, New York, New York _____ ("Licensee").

## WITNESSETH:

WHEREAS, The Greenwich Lane (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 _____, 20_ under CRFN #_____, as the same has been or may be amended from time to time (the "Declaration"), the By-laws annexed to the Declaration (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, collectively, referred to as the "Condominium Documents"); and

WHEREAS, adjacent to a portion of the cellar of the Condominium there exists a subsurface vault owned by New York City (the "Vault Space") in which Sponsor has installed certain storage bins (such storage bins, the "Vault Storage Bins"); and

WHEREAS, Licensee owns or simultaneously herewith is acquiring Residential Unit ___ in the Condominium;

WHEREAS, Licensee desires the right to the use of Vault Storage Bin #____ (the "Storage Bin") for so long as Licensee owns a Residential Unit in the Condominium.

NOW, THEREFORE, in consideration of the sum of $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. License Term. Licensor hereby grants to Licensee, it successors and assigns, a license for the exclusive use of the Storage Bin (the "License") and Licensee hereby accepts such License from Licensor for a term commencing on the date hereof (the "Commencement Date"), and, subject to Article 2, below, expiring upon the earlier to occur of (i) the day immediately preceding the one (1) year anniversary of the date hereof or (ii) such earlier date as there is a termination of this License in connection with Article 11 or Article 12 below (the "Expiration Date").

2. License Fee; Delay in Delivery. Licensee shall be required to pay a monthly licensee fee to the Condominium Board (the "License Fee") commencing on the Commencement Date in an amount equal to $_____ per month. The License Fee shall be payable to the Condominium Board in monthly installments in advance on the first day of each month at the office of the Managing Agent of the Condominium or as otherwise directed in writing by the Condominium Board. Such License Fee consists of (i) an amount equal to $1 per square foot of the Storage Bin per month as set forth on Schedule A to the Offering Plan for the Condominium (the "Operating Cost Payment") as such Operating Cost Payment is annually increased by CPI (as described in Article 4 below), and the additional sum of (b) $_____, for a total License Fee of $_____, as set forth on Schedule A. In the event the Storage Bin is not available on the Commencement Date and delivered to Licensee (which delay in delivery may, but does not have to be due to, construction issues or failure to obtain the temporary certificate of occupancy for the cellar area), all License Fee payments shall abate until such time as the Storage Bin is made available to Licensee, at which time License Fee payments shall commence.

3. Automatic Renewal of License Term. Subject to the termination rights set forth in Article 8 below, unless sooner terminated by the provisions of this License Agreement or pursuant to Law, the License will automatically renew on a year to year basis (each one year renewal term hereinafter referred to as a "Renewal Period"), unless Licensee notifies Licensor in writing of Licensee's intent not to renew the License no later than July 31 in the year of the then current License term. The terms and conditions of this Agreement shall apply during each Renewal Period.

4. Increases in License Fee. The Operating Cost Payment shall be subject to annual increases by CPI. The term "CPI" shall mean the Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor, New York - Northern New Jersey - Long Island, NY-NJ-CT area, All Items (1982 - 1984 = 100), or any successor index thereto, appropriately adjusted. If the Consumer Price Index ceases to be published, and there is no successor thereto, such other index as reasonably designated by Licensor shall be substituted for the Consumer Price Index. The Condominium Board shall notify Licensee on or before December 1 of each calendar year of the amount of such annual increase for the next occurring year.

5. Taxes; Vault Charges. Licensee shall be responsible for any and all real estate taxes, vault taxes or charges and other assessments, special or otherwise, levied, assessed or imposed by the City of New York or any other taxing authority upon or with respect to the Storage Bins, including, but not limited to, taxes and other charges that may be imposed by any legal authority with respect to the entry into this License Agreement, and thereafter, upon the Storage Bin (or the areas in which the Storage Bin is located) whether billed to the Purchaser or the Condominium by any legal authority.

6. As-Is Condition; Care of Storage Bin; Repairs to Storage Bin. Licensee represents that it has made a thorough inspection of the Storage Bin and agrees to take same in its "as is" condition as of the date of this License Agreement. Licensee agrees to take good care of the Storage Bin and observe all applicable governmental rules and regulations and all rules and regulations of the Condominium. All repairs and replacements to the Storage Bin shall be performed by the Condominium Board and the cost thereof shall be a Residential Common Expense, unless such repair or replacement is necessitated by the negligence, misuse, or abuse of a Licensee, then the entire cost and expense of such repair or replacement shall be borne by such Licensee.

7. Storage Bin Use; Restrictions. The Storage Bin may only be used for the storage of personal effects of a Licensee and in no event shall any food or perishable items or any flammable or explosive item or any item which would impose a health or safety threat or create a nuisance be stored in the Storage Bin. In addition, from time to time, the Condominium Board may impose reasonable rules and regulations relating to the use of the Storage Bin, and Licensee agrees to promptly comply with all such rules and regulations. Licensee shall not (a) store any property in the storage bin area outside of the designated Storage Bin; or (b) allow any other person to use the Storage Bin except in accordance with the terms hereof. Licensee shall not make any alterations of any kind in or to the Storage Bin.

8. Access To Storage Bin. Either party constituting Licensor or their respective agents shall have the right, but not the obligation, to open the Storage Bin in an emergency at any time, and, at other reasonable times upon prior notice to Licensee, to inspect and examine the Storage Bin and to make such repairs, replacements and improvements as the Condominium Board shall deem necessary.

9. Assignment by Licensee. The License Agreement may be assigned by Licensee at any time, provided (i) the assignee is a Residential Unit Owner at the Condominium, (ii) the assignee assumes the obligations hereunder in the form annexed hereto, (iii) notification of the assignment is delivered in writing to the Condominium Board in compliance with its requirements, as the same may be modified from time to time, and (iv) no outstanding monies are owed to the Condomoinium by the Licensee. Except for Sponsor, a Residential Unit Owner may not license a storage bin without owning a Residential Unit.

10. License Agreement Subordinate. The terms of this License Agreement are subject and subordinate to the terms of the Condominium Documents. Nothing contained herein shall be construed as

limiting the rights and obligations of the parties under the Condominium Documents. Any conflict between the provisions of this License Agreement and the Condominium Documents shall be resolved in favor of the Condominium Documents.

11. Events of Default. Licensee agrees that upon the occurrence of any one or more of the following events (referred to as "Events of Default"):

(i) if Licensee shall default in the observance or performance of any term, covenant or condition of this License Agreement on Licensee's part to be observed or performed and Licensee shall fail to remedy such default within thirty (30) days after notice by either party constituting Licensor to Licensee of such default; or

(ii) if Licensee shall file a voluntary petition in bankruptcy or insolvency, or such proceeding shall be commenced against Licensee or Licensee shall be adjudicated a bankrupt or insolvent, or Licensee shall file or there shall be filed against Licensee any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, or

(iii) Licensee shall make an assignment for the benefit of creditors, or Licensee shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator for Licensee or of all or any part of Licensee's property,

then, upon the occurrence of any one or more such Events of Default, the Condominium Board, at any time thereafter, may give to Licensee a five (5) days' notice of termination of this License Agreement and, in the event such notice is given, this License Agreement and the term thereof shall come to an end and expire upon the expiration of said five (5) days with the same effect as if the date of expiration of said five (5) days were the expiration date of the term, but Licensee shall remain liable for damages and all other sums payable pursuant to law or under this License Agreement.

Licensee agrees that if this License Agreement and the term shall expire and come to an end:

(a) the Condominium Board and its agents and servants may immediately, or at any time after such default or after the date upon which this License Agreement and the term shall expire and come to an end, re-enter the Storage Bin or any part thereof, without notice, either by summary proceedings or by any other applicable action or proceeding, or by force or otherwise (without being liable to indictment, prosecution or damages therefor), and may repossess the Storage Bin and dispossess Licensee and any other persons from the Storage Bin and remove any and all of Licensee's and their property and effects from the Storage Bin; and

(b) the Condominium Board, at its option, may let or license the whole or any part or parts of the Storage Bin, from time to time, either in the name of the Condominium Board or otherwise, to such persons, for such term or terms, at such rental, rentals, fees or charges and upon such other conditions, as the Condominium Board, in its sole discretion, may determine; Licensee hereby waives the service of any notice of intention to re-enter or to institute legal proceedings to that end which may otherwise be required to be given under any present or future law; Licensee, on its own behalf and on behalf of all persons claiming through or under Licensee, including all creditors, do further hereby waive any and all rights which Licensee and all such persons might otherwise have under any present or future law to redeem the Storage Bin, or to re-enter or repossess the Storage Bin, or to restore the operation of this License, after

(1) Licensee shall have been dispossessed by a judgment or by warrant of any court or judge, or

(2) any re-entry by either party constituting Licensor, or

(3) any expiration or termination of this license and term, whether such dispossess, re-entry, expiration or termination shall be by operation of law or pursuant to this license; the words "re-enter", "re-entry" and "re-entered" as used herein shall not be deemed to be restricted to their technical legal meanings; in the event of a breach or threatened breach by Licensee, or any persons claiming through

or under Licensee, of any term, covenant or condition of this License Agreement on Licensee's part to be observed or performed, either party constituting Licensor shall have the right to enjoin such breach and the right to invoke any other remedy allowed by law or in equity as if re-entry, summary proceedings and other special remedies were not provided in this License Agreement for such breach; the right to invoke the remedies hereinbefore set forth is cumulative and shall not preclude either party constituting Licensor from invoking any other remedy allowed by law or in equity.

12. Automatic Termination. In the event that the City of New York takes any action that results in the prevention or revocation of the right of Licensee to use all or a portion of its Storage Bin, then this License shall automatically terminate on the date the Storage Bin is no longer usable by Licensee, and the term hereof shall expire with the same effect as if such date were the Expiration Date, the Licensee Fee shall be apportioned as of such date, and any prepaid portion of the License Fee shall be returned to Licensee by the Condominium.

13. Notices: Except as otherwise expressly provided in this License Agreement, any statements, notices, demands, requests or other communications given or required to be given under this License Agreement shall be effective only if rendered or given in writing, sent by registered or certified mail (return receipt requested optional), addressed (i) to Licensee (a) at Licensee's address set forth in this License Agreement if mailed prior to Licensee taking possession of the Storage Bin, or (b) at the Condominium if mailed subsequent to Licensee taking possession of the Storage Bin, or (c) at any place where Licensee or any agent of Licensee may be found if mailed subsequent to Licensee vacating, deserting, abandoning or surrendering the Storage Bin, or (ii) to Licensor at Licensor's address set forth in this License Agreement, (iii) to the Condominium at the Condominium's address set forth in this License Agreement, or (iv) addressed to such other address as either Licensor or Licensee may designate as its new address, as the case may be, for such purpose by notice given to the other party, as the case may be, in accordance with the provisions of this subparagraph. Any such bill, statement, notice, demand, request or other communication shall be deemed to have been rendered or given on the date when it shall have been mailed as provided in this Article.

14. End of Term: Licensee agrees to vacate the Storage Bin upon the Expiration Date broom clean and in good order and condition, ordinary wear excepted, and to remove all of Licensee's personal property and all other property and effects of Licensee and all persons claiming through or under Licensee from the Storage Bin and to repair all damage to the Storage Bin and/or Condominium occasioned by such removal. The Condominium shall have the right to retain any property and effects which shall remain in the Storage Bin after the expiration of the term, and any net proceeds from the sale thereof, without waiving any of Licensor's rights with respect to any default by Licensee under the foregoing provisions of this License Agreement. Licensee's obligation under this Article shall survive the expiration of the term.

15. License Only. This License Agreement shall constitute a license only and shall not be construed under any circumstances to be a sale of the Storage Bin or conveyance of title thereto. In no event shall a landlord/tenant relationship exist between the Licensor and the Licensee with respect to this License Agreement.

16. Indemnity and Insurance. Licensee shall indemnify and hold the Licensor and their respective officers, agents and employees, harmless from and against any and all liabilities, claims, penalties and judgments, together with any related costs and expenses, including reasonable legal fees, asserted against or sustained by any of them in connection with any act, omission, or negligence of Licensee or Licensee's family, servants, employees, agents, guests, tenants and invitees in connection with this License. Licensee agrees that Licensor shall incur no liability of any kind whatsoever to Licensee or to any person, firm or corporation claiming by, through or under Licensee in connection with this License Agreement, or the use by Licensee of all or any portions of the Storage Bin or of the Condominium and neither Licensor nor its agent shall not be liable for any loss of or damage or injury to any article or property left or stored in the Storage Bin, whether resulting from theft, vandalism, fire, explosion, falling plaster, steam, gas, electricity, or water emanating from the pipes, appliances or plumbing works of the Condominium or from any other cause whatsoever. Licensor shall not be liable for damage caused by any other person to the Storage Bin, or for any latent defect in the Storage Bin. Licensee shall be obligated at its sole cost and expense to obtain and maintain

insurance covering the Storage Bin in amounts sufficient to cover the property located therein as specified in Article 5.4 of the By-laws.

17. Legal Fees. Licensee shall be obligated to reimburse the Licensor for any legal fees and disbursements incurred by the Licensor in defending the rights of the Licensor under this License Agreement or, if there is an Event of Default, enforcing Licensee's obligations hereunder.

18. Miscellaneous.

(a) Neither this License Agreement nor any provision hereof may be waived, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, amendment, discharge or termination is sought and then only to the extent set forth in such instrument.

(b) It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this License Agreement, which alone fully and completely express their agreement and that this License Agreement supersedes any and all such understandings and agreements with respect to the subject matter hereof.

(c) If any provision of this License Agreement is invalid or unenforceable as against any party or under certain circumstances, the remainder of this License Agreement and the applicability of such provision to other parties or circumstances shall not be affected thereby. Each provision of this License Agreement, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by Law.

(d) 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 License 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.

(e) Any failure by the Licensor to insist upon strict performance by Licensee of any of the provisions of this License Agreement shall not be deemed a waiver of any of the provisions hereof, irrespective of the number of violations or breaches which may occur, and Licensor, notwithstanding any such failure, shall have the right thereafter to insist upon strict performance by Licensee of any and all of the provisions of this License Agreement to be performed by Licensee.

(f) This License Agreement shall be governed by and construed under the laws of the State of New York. This License Agreement may be executed in one or more identical counterparts, each of which when taken together shall constitute one and the same original instrument. Signatures to this License Agreement transmitted by telecopy or e-mail of a .pdf file shall be valid and effective to bind the party so signing. Each party agrees to promptly deliver an executed original to this License Agreement with its actual signature to the other party, but a failure to do so shall not affect the enforceability of this License Agreement, it being expressly agreed that each party to this License Agreement shall be bound by its own telecopied or e-mailed signature and shall accept the telecopied or e-mailed signature of the otherThere shall not be a modification or waiver of this License Agreement unless the same shall be signed by the party against whom such modification or waiver is sought to be enforced.

(g) Licensee agrees not to record this License Agreement or any memorandum thereof.

(h) Any terms capitalized and not defined herein shall have the meanings given to such terms in the Condominium Documents.

IN WITNESS WHEREOF, the undersigned have executed this License Agreement as of the day and year first above written.

Agreed to and Acknowledged by:

**CONDOMINIUM:**

**THE GREENWICH LANE**

By:_____
Name:
Title:

**LICENSEE:**

_____
(signature)

_____
(signature)

**SPONSOR:**

WEST VILLAGE RESIDENCES LLC,
a Delaware limited liability company

By: West Village Holdings LLC, its sole member

By: Rudin West Village LLC, managing member

By: _____
Name:
Title: Authorized Signatory

**ASSIGNMENT AND ASSUMPTION OF VAULT STORAGE BIN LICENSE AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF VAULT STORAGE BIN LICENSE AGREEMENT made as of the _____ day of _____, 20__ by and between _____ (hereinafter referred to as the "Assignor"), having an address at _____, New York, New York _____, and _____ (hereinafter referred to as the "Assignee"), having an address at _____, New York, New York _____.

**WITNESSETH:**

WHEREAS, Assignor executed a certain Storage Bin License Agreement dated _____, ___ ("License Agreement") to have the exclusive right to use Storage Bin #_____ located in the cellar of The Greenwich Lane (the "Condominium"), located at _____, New York, NY in accordance with the terms of the Condominium Offering Plan dated _____, 20__ ("Plan") as amended to date; and

WHEREAS, the Assignor desires to assign to the Assignee all of the Assignor's right, title and interest in and to the License Agreement; and

WHEREAS, the Assignee desires to assume all of the obligation and responsibilities of the Assignor in and to the License Agreement; and

WHEREAS, the parties hereto wish to set forth their agreements with respect to this Assignment.

NOW, THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, the parties hereto agree as follows:

1. ASSIGNMENT/ ASSUMPTION: Assignee hereby represents and warrants to Assignor and the Condominium that Assignor is now the owner, or is in contract to become the owner, of a Residential Unit at the Condominium. The Assignor hereby assigns to the Assignee, from and after the date hereof, all of the Assignor's right, title and interest in and to the License Agreement, a copy of which is attached hereto and made a part hereof, for the purchase price of $_____. Assignee hereby assumes all of the obligations, promises, covenants and responsibilities of the Assignor in and to the License Agreement as if the Assignee had signed the License Agreement originally as "Licensee."

2. AUTHORIZATION AND DIRECTION: The Assignor and the Assignee hereby authorize and direct the Condominium to have the books and records of the Condominium reflect that Assignee has the exclusive right to use Storage Bin #_____.

3. EFFECTIVE DATE/ DEFINED TERMS: This Assignment shall not be deemed effective unless and until signed by each of the parties hereto. All terms not defined herein shall have the meanings ascribed them in the Plan.

IN WITNESS WHEREOF, the Assignor and the Assignee have duly executed this Assignment and Assumption of License Agreement on the day and year first above written.

**APPROVED BY:**

**CONDOMINIUM:**

THE GREENWICH LANE

By:_____
Name:
Title:

**ASSIGNOR:**

_____

**ASSIGNEE:**

_____

# EXHIBIT 6

PARKING SPACE LICENSE AGREEMENT

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# PARKING SPACE LICENSE AGREEMENT

THIS PARKING SPACE LICENSE AGREEMENT (this "Agreement") is made as of the ___ day of ___, 20__, between West Village Residences LLC, having an office at c/o Rudin Management Co. Inc., 345 Park Avenue, 33rd Floor, New York, New York ("Licensor") and _____ ("Licensee").

W I T N E S S E T H:

WHEREAS, THE GREENWICH LANE (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 _____, 20_ under CRFN #_____, as the same has been or may be amended from time to time (the "Declaration"), as well as the By-laws annexed to the Declaration (the "By-laws") and the Rules and Regulations of the Condominium, as each of the same have been or may be amended from time to time (the "Rules and Regulations"; the "Declaration," the "By-laws" and the "Rules and Regulations" are, collectively, referred to as the "Condominium Documents"); and

WHEREAS, Licensor is the owner of the Garage Unit (the "Garage") located at 140 West 12th Street, New York, New York 10011 in the Condominium, and

WHEREAS, Licensee desires to obtain a right to store Licensee's vehicle (the "Vehicle") in a non-specified parking space (the "Licensed Space") located in the Garage.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee hereby covenant and agree as follows:

1. License/Term; No Access; Vehicle Identification and Size Limitation.

(a) Licensor hereby grants to Licensee a license for the sole purpose of allowing Licensee's Vehicle to be parked by the Licensor and/or its Garage operator in the Licensed Space (such license, the "License"). The Vehicle to be stored pursuant to this License is identified as follows:

Vehicle Make: _____
Vehicle Model: _____
Vehicle License Plate: _____

Licensee shall notify Licensor in writing in the event Licensee desires to change the Vehicle to be stored pursuant to this License and shall provide the information above. Licensee shall have no right to access the Garage, and shall not have any right to park or access Licensee's Vehicle in the Garage, it being agreed that the parking of Vehicles and access thereto shall be solely provided by the Licensor and/or its Garage operator. Licensee agrees to observe the directions of Licensor with respect to the procedures for requesting its Vehicle. Licensee acknowledges that it shall have no specific right to any particular parking space in the Garage, and the Licensed Space location in the Garage may change from day to day at the discretion of Licensor. It is agreed and understood that the Vehicle may be stored on a "parking stacker" or in a "ground level" parking space, and that the term "Licensed Space" as used herein shall refer to any parking space (whether located on the ground or in a parking stacker) in the Garage that the Vehicle is stored in, from time to time. It is further agreed and understood that the Garage has limited numbers of parking spaces available for oversize vehicles, electric vehicles and vehicles driven by wheelchair/disabled individuals ("Limited Space Vehicles"), and Licensee shall not be permitted to replace the Vehicle with a Limited Space Vehicle during the License Term without Licensor's consent. Licensee will have no right to use or access the Garage or the Licensed Space for any purpose except as set forth above without the prior written consent of Licensor. During the initial year of operation, the Garage shall be open 24 hours per day, 7 days per week; however, future hours and days of operation shall be subject to modification (increase or decrease) by the original Licensor hereunder, or if there is a new licensor, the then-current Licensor, and no guaranty is made that the initial operating hours shall remain unchanged.

(b) The term of this Agreement (the "License Term") shall commence on the date hereof, but not earlier than the date that the temporary certificate of occupancy ("TCO") for the Garage is issued (the "Commencement Date") and shall end, unless sooner terminated or extended by the provisions of this Agreement or pursuant to Law, on the date that is ten (10) days after the date that Licensee no longer owns a residential unit in the Condominium (the date on which the License Term shall end is sometimes referred to herein as the "License Termination Date"). Notwithstanding anything herein to the contrary, Licensee acknowledges that it shall not be permitted to use the Licensed Space at any time after Licensee no longer owns a residential unit in the Condominium, it being understood that Licensee's sole right after Licensee no longer owns a residential unit in the Condominium shall be to assign or convey this Agreement to another residential unit owner in the Condominium no later than the ten (10) day period immediately following the date that Licensee no longer owns a residential unit in the Condominium.

(c) No Vehicle may be parked in the Garage unless the same is of a size (length, width, and depth) such that it may be safely stored in a parking stacker, as determined by Licensor. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING RESTRICTION, IT IS UNDERSTOOD AND AGREED THAT CERTAIN TYPES OF OVERSIZE VEHICLES, SUCH AS SUVS AND MINIVANS, MAY NOT FIT INTO THE PARKING STACKERS AND WILL NOT BE PERMITTED IN THE GARAGE, UNLESS LICENSOR HAS AN AVAILABLE SPECIFIC PARKING SPACE FOR SUCH VEHICLE AND ON SUCH TERMS AS DETERMINED BY LICENSOR IN LICENSOR'S SOLE DISCRETION. LICENSEE ACKNOWLEDGES AND AGREES TO THE ABOVE RESTRICTION AND UNDERSTANDS THAT IT SHALL APPLY TO ANY VEHICLE LICENSEE DESIRES TO PARK IN THE GARAGE, OR ANY REPLACEMENT THEREOF.

2. License Fee; Parking Taxes. In addition to the Parking Space License purchase price paid to Licensor upon execution of this Agreement as set forth in the **[Rider to Option Agreement] [Purchase Agreement],** the Licensee shall pay to Licensor a monthly fee for the License (the "License Fee") of $_____[1] on the 1st day of each month during the first year of the License Term, and thereafter on the 1st day of each month of the License Term an amount as set forth in Paragraph 3 below. In the event the Commencement Date is not the first day of a month or the License Termination Date is not the last day of a month, the License Fee for the month in which the Commencement Date or License Termination Date occurs, as the case may be, shall be equitably apportioned. The monthly installment of the License Fee shall be due and payable to Licensor at the address set forth above (or as otherwise directed in writing by Licensor), with the first such payment commencing on the Commencement Date, and each payment thereafter due and payable on the 1st day of each month during the License Term. All payments shall be in addition to any charges under this Agreement as hereinafter described. Notwithstanding the forgoing, Licensee shall not be required to pay a License Fee for those days during the License Term that the Licensed Premises are not made available to Licensee by Licensor due to all or any portion of the Garage being utilized as a staging area during completion of construction of portions of the Condominium. In addition to the License Fee (as may be increased pursuant to Paragraph 3 below), and any charges for electricity for Licensee's charging of any electric vehicle, at all times during the License Term, Licensee shall be responsible for the timely payment of any and all applicable taxes, impositions, and charges imposed by any local, state or federal authority relating to this Agreement and the storage of Licensee's Vehicle in the Garage (collectively, "Parking Taxes"). At Licensor's option, the License Fee may be increased by Licensor's estimate of the Parking Taxes due from Licensee and thereafter a proportionate amount of such Parking Taxes shall be included in Licensee's monthly payment to Licensor, in which case Licensor shall remit the Parking Taxes to the proper authorities.

3. License Fee Increase. Supplementing Article 2 above, after the first anniversary of the Commencement Date, on not less than thirty (30) days notice from Licensor to Licensee, the License Fee shall change annually to an amount that is determined by Licensor and set forth in such notice. The License Fee charged annually shall be solely determined by Licensor, and there is no limit on the amount the License Fee may increase each year during the License Term. If no notice is given by Licensor, the License Fee shall remain at the amount then being charged under this Agreement.

[1] Insert License Fee.

4. Compliance with Law/Hazardous Materials.

(a) Licensee will comply with Law (including all zoning requirements) now or hereinafter in effect with respect to the Licensed Space. Licensee shall not permit any Hazardous Substances (as hereinafter defined) to be brought into the Licensed Space or Garage, except for those substances typically maintained in the normal operation of a passenger vehicle. In the event that any Hazardous Substances are installed or brought into the Licensed Space or Garage by or on behalf of Licensee, then Licensee shall cause the removal of same within twenty four (24) hours of Licensor's demand and shall indemnify and hold Licensor and Licensor's Parties (as hereinafter defined) harmless from any claim, loss, cost, damage, or expense resulting from such Hazardous Substances or from the removal thereof. In addition to the aforesaid, Licensee shall (i) not generate, store, install, dispose of or otherwise handle any substance, waste or material which is deemed hazardous, toxic, a pollutant or contaminant (referred to herein as "Hazardous Substances") under any Law now or hereinafter in effect with respect to the Licensed Space or Garage, in any manner contrary to any applicable Law; and (ii) at Licensee's sole cost and expense pay all amounts requested by Licensor for the removal, clean-up and remedy of any Hazardous Substance at the Licensed Space or Garage to the extent and in the manner required by any applicable Law, if the presence of such Hazardous Substances resulted from the action or inaction of Licensee, its employees, contractors, subcontractors, agents, licensees or invitees. The provisions of this Article 4 shall survive the termination or expiration of this Agreement.

4. No Licensor Liability. Licensor shall not be obligated to provide security or any other type of protection for Licensee's Vehicle or any other personal property in the Licensed Space. The Vehicle, and any other personal property in the Licensed Space (in Licensee's Vehicle), belong to Licensee, shall be there at the sole risk of Licensee and Licensor shall not be liable for any injury to person or property, damage thereto or theft, misappropriation or loss thereof or any other cause whatsoever, notwithstanding anything to the contrary on any parking pass/ticket that may be given to Licensee by any employee of the Garage operator. Licensee further agrees that Licensor shall incur no liability of any kind whatsoever to Licensee or to any person, firm or corporation claiming by, through or under Licensee in connection with the License, or the use by Licensee of all or any portions of the Licensed Space or the Garage.

5. Indemnity/Insurance.

(a) Licensee agrees to indemnify and save Licensor and Licensor Parties (as defined in Article 13 below), harmless from all claims (including costs and expenses of defending against such claims) liability, demand, cause of action, cost, expense, damage or loss arising (or alleged to arise) from this Agreement and the License granted hereunder, or any act or omission or negligence of Licensee or Licensee's agents, contractors, customers, or invitees, or arising from Licensee's default of its obligations under this Agreement. Licensee agrees to use and occupy the Licensed Space at its own risk and in that regard, releases Licensor and the Licensor Parties from all claims for any damage or injury to the full extent permitted by Law. The provision of this paragraph shall survive the termination or expiration of this Agreement.

(b) Licensee, in its name and at its own expense, shall procure and continue in force, commercial general liability insurance and automobile liability insurance against damages and claims occurring in the Licensed Space during the License Term or any extensions thereof resulting from the actions of Licensee. Evidence of such insurance shall be presented to Licensor upon request. Licensor may reasonably increase the insurance amount or modify the coverage required from time to time if Licensor reasonably determines that such increase or modification is prudent and in keeping with coverages required in similar first-class parking garages in luxury buildings in lower Manhattan, New York.

6. End of Term. At the expiration or earlier termination of this Agreement, Licensee hereby irrevocably directs Licensor to remove Licensee's Vehicle from the Licensed Space and the Garage. Any costs or liabilities incurred by Licensor in removing and/or storing said Vehicle or any damages resulting from the License shall be paid by Licensee to Licensor upon demand of Licensor, as additional license fees. If the date upon which the term of this Agreement shall expire and come to an end shall fall on a Sunday or a holiday, then Licensee's obligations

hereunder shall be performed on or prior to the Saturday or business day immediately preceding such Sunday or holiday. Licensee's obligation under this paragraph shall survive the termination or expiration of the term of this Agreement.

7. Events of Default/Termination.

(a) Licensee agrees that upon the occurrence, at any time prior to or during the License Term of any one or more of the following events (referred to as "Events of Default"):

(i) if Licensee shall default in the observance or performance of any term, covenant or condition of this Agreement on Licensee's part to be observed or performed (including without limitation the obligation for the payment when due of any charges or fees due Licensor) and Licensee shall fail to remedy such default within ten (10) days after notice by Licensor to Licensee of such default; or

(ii) if Licensee shall default in the observance or performance of any term, covenant or condition of this Agreement on Licensee's part to be observed or performed (including without limitation the obligation for the payment when due of any charges or fees due Licensor) more than two (2) times during any calendar year; or

(iii) if Licensee shall file a voluntary petition in bankruptcy or insolvency, or such proceeding shall be commenced against Licensee or Licensee shall be adjudicated a bankrupt or insolvent, or Licensee shall file or there shall be filed against Licensee any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or Law (that is not discharged within 60 days of filing), or Licensee shall make an assignment for the benefit of creditors, or Licensee shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator for Licensee or of all or any part of Licensee's property; or

(iv) if Licensee shall default in the observance or performance of any term, covenant or condition on Licensee's part to be observed or performed under any other agreement with Licensor and such default shall continue beyond any grace period set forth in such other agreement for the remedying of such default; or

(v) except as permitted herein, if Licensee's interest in this License shall devolve upon or pass to any person, whether by operation of Law or otherwise,

then, upon the occurrence, at any time prior to or during the License Term, of any one or more such Events of Default, Licensor, at any time thereafter, at Licensor's option, may give to Licensee a second ten (10) day notice to cure such default, and after the expiration of such second ten (10) day notice without cure by Licensee, Licensor, at any time thereafter, at Licensor's option, may give to Licensee a five (5) days' notice of termination of this Agreement and, in the event such notice is given, this Agreement and the License Term shall come to an end and expire upon the expiration of said five (5) days with the same effect as if the date of expiration of said five (5) days were the expiration date of the License Term and this Agreement, but Licensee shall remain liable for damages and all other sums payable pursuant to law.

In the event that this License shall end, Licensor and its agents and servants may immediately, or at any time after such default or after the date upon which this Agreement and the License Term shall expire and come to an end, re-enter the Licensed Space or any part thereof, without notice, either by summary proceedings or by any other applicable action or proceeding, or by force or otherwise (without being liable to indictment, prosecution or damages therefor), and may repossess the Licensed Space and dispossess Licensee and any other persons from the Licensed Space and remove any and all of their property and effects from the Licensed Space including Licensee's equipment and Licensor, at Licensor's option, may relicense or lease the whole or any part or parts of the Licensed Space, from time to time, either in the name of Licensor or otherwise, to such tenant or tenants, licensee or licensees for such term or terms ending before, on or after the expiration date of the License Term, at such rental or rental fees or otherwise and upon such other conditions, which may include concessions and free rent periods, as Licensor, in its sole discretion, may determine. Licensee hereby waives the service of any notice of intention to

re-enter or to institute legal proceedings to that end which may otherwise be required to be given under any present or future law. Licensee, on its own behalf and on behalf of all persons claiming through or under Licensee, including all creditors, does further hereby waive any and all rights which Licensee and all such persons might otherwise have under any present or future Law to redeem the Licensed Space, or to re-enter or repossess the Licensed Space, or to restore the operation of this Agreement, after (i) Licensee shall have been dispossessed by a judgment or by warrant of any court or judge, or (ii) any re-entry by Licensor, or (iii) any expiration or termination of this Agreement and the Licensed Term, whether such dispossess, re-entry, expiration or termination shall be by operation of Law or pursuant to the provisions of this Agreement.

8. Casualty/Condemnation. (a) In the event of a casualty to the Garage, the License Fee shall abate for all periods of time the Licensed Space is rendered and remains unavailable for use by Licensee's Vehicle due to such casualty. To the extent the Condominium rebuilds and/or restores the Garage Unit, and insurance proceeds are available to Licensor, Licensor shall make commercially reasonable efforts to restore the Garage Unit. If any material portion of the Garage (or access thereto) shall be damaged by fire or other casualty and the Garage Unit is not restored by the Condominium, or if insufficient insurance proceeds exist to completely restore the Garage, then Licensor and Licensee shall each have the right to give to the other party a five (5) days' notice of termination of this License within 90 days of any such casualty. In the event such notice is given, this License and the term of this Agreement shall come to an end and expire upon the expiration of said five (5) days with the same effect as if the date of expiration of said five (5) days were the License Termination Date.

(b) in the event of a condemnation of all or a material portion of the Garage (or access thereto), the License Fee shall abate for all periods of time the Licensed Space is rendered and remains unavailable for use by Licensee's Vehicle due to such casualty, and Licensor and Licensee shall each have the right to give to the other party a five (5) days' notice of termination of this License within 90 days of any such condemnation. In the event such notice is given, this License and the term of this Agreement shall come to an end and expire upon the expiration of said five (5) days with the same effect as if the date of expiration of said five (5) days were the License Termination Date.

9. Assignment/Subletting. The License may be assigned by Licensee for such sums as are agreed to between Licensee and such assignee at any time provided (i) the assignee is a residential unit owner at the Condominium (by operation of law or otherwise), (ii) the assignee assumes the obligations hereunder, (iii) a copy of the assignment and assumption on terms reasonably acceptable to Licensor is delivered in writing to Licensor, and (iv) no outstanding monies are owed to Licensor by the Licensee. As set forth Paragraph 1 above, the License shall terminate on the date that is ten (10) days after the Licensee no longer owns a residential unit in the Condominium unless this License is assigned to and assumed by another residential unit owner. Except as set forth above, Licensee shall have no right to assign or transfer this Agreement, sublet or sublicense the Licensed Space or any part thereof nor allow the Licensed Space or any part thereof to be used by any other person, corporation, partnership or other business entity, without the prior written consent of the Licensor.

10. Subordination. This Agreement and the License granted hereunder is subject and subordinate to all underlying leases or licenses and to all mortgages which may now or hereafter affect the Garage in which the Licensed Space is located and to all renewals or modifications of any such underlying leases and mortgages.

11. Notices. Any notice, consent, request or other communication (collectively "Notices") given pursuant to this Agreement must, unless otherwise provided herein, be in writing, and may, unless otherwise in this Agreement expressly provided, be given or be served by depositing the same in the United States mail, postpaid and certified addressed to the party to be notified, with return requested or by overnight express mail with a reliable overnight courier, addressed to the party to be notified. Notices by mail (except overnight express mail) shall be effective three (3) business days after the date mailed. Notices by overnight express mail shall be effective one (1) business day after delivery to the overnight mail service. Either party may at any time change its address for notices hereunder by delivering or mailing, or aforesaid, to the other party a notice stating the change and setting forth the changed address.

Addresses are as follows:

Licensee: _____
_____
_____
_____

Licensor: West Village Residences LLC
c/o Rudin Management Co. Inc.
345 Park Avenue, 33rd Floor
New York, New

12. License Only. This Agreement creates a license only and Licensee acknowledges that Licensee does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Licensed Space or Garage by virtue of this License. In connection with the foregoing, Licensee further acknowledges that in no event shall the relationship between Licensor and Licensee be deemed to be a so-called landlord-tenant relationship and that in no event shall Licensee be entitled to avail itself of any rights afforded to tenants under the laws of the State of New York.

13. Successors In Interest/Limitation of Liability. The terms, covenants and conditions contained in this Agreement shall bind and inure to the benefit of Licensor and Licensee and, except as otherwise provided in this Agreement to the contrary, their respective heirs, distributees, executors, administrators, successors and assigns, subject to Paragraph 9 above as to Licensee. However, the obligations of Licensor under this Agreement shall no longer be binding upon Licensor named herein after the sale, assignment or transfer by Licensor named herein (or upon any subsequent Licensor after the sale, assignment or transfer by such subsequent Licensor) of its interest in the Licensed Space or Garage as Licensor or lessee; provided, however, that in the event of any such sale, assignment or transfer, such obligations shall thereafter be binding upon the grantee, assignee or other transferee of such interest, and any such grantee, assignee or transferee, by accepting such interest, shall be deemed to have assumed such obligations. A lease of the entire Garage shall be deemed a transfer within the meaning of the foregoing sentence. Neither the partners (direct or indirect) comprising Licensor, nor the members or shareholders of Licensor (nor any of the partners comprising same), nor any of the partners, members, shareholders, directors or officers of any of the foregoing nor any agent or person acting on the Licensor's or such person's behalf (collectively, the "Licensor's Parties") shall be personally liable for the performance of Licensor's obligations under this Agreement. Licensee shall look solely to Licensor to enforce Licensor's obligations hereunder and shall not seek any damages against any of the Licensor's Parties. Notwithstanding anything contained in this Agreement to the contrary, Licensee acknowledges and agrees Licensee shall look solely to the estate and interest of Licensor, its successors and assigns, in the Garage for the collection of any judgment recovered against, or liability of, Licensor by reason of Licensor's breach of this Agreement or otherwise, and no other property or assets of Licensor or any of Licensor's Parties shall be subject to levy, execution, or other enforcement procedures for the satisfaction of Licensee's remedies under or with respect to either this Agreement, the relationship of Licensor and Licensee hereunder, or the License granted hereunder.

14. Miscellaneous.

(a) Neither this Agreement nor any provision hereof may be waived, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, amendment, discharge or termination is sought and then only to the extent set forth in such instrument.

(b) It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this Agreement, which alone fully and completely express their agreement and that

this Agreement supersedes any and all such understandings and agreements with respect to the subject matter hereof.

(c) If any provision of this is invalid or unenforceable as against any party or under certain circumstances, the remainder of this Agreement and the applicability of such provision to other parties or circumstances shall not be affected thereby. Each provision of this Agreement, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by Law.

(d) Any failure by the Licensor to insist upon strict performance by Licensee of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, irrespective of the number of violations or breaches which may occur, and Licensor, notwithstanding any such failure, shall have the right thereafter to insist upon strict performance by Licensee of any and all of the provisions of this Agreement to be performed by Licensee.

(e) This Agreement shall be governed by and construed under the Laws of the State of New York. There shall not be a modification or waiver of this Agreement unless the same shall be signed by the party against whom such modification or waiver is sought to be enforced.

(f) Licensee agrees not to record this Agreement or any memorandum thereof.

(g) Any terms capitalized and not defined herein shall have the meanings given to such terms in the Condominium Documents.

(h) The term "Law" as used herein shall mean the laws and ordinances of any or all of the Federal, New York State, New York City, County and Borough governments, including, without limitation, the Landmarks Preservation Commission, the rules, regulations, orders and directives of any or all departments, subdivisions, bureaus, agencies, or offices thereof or of any other governmental, public or quasi-public authorities having jurisdiction over the Garage and/or the Condominium which are applicable at the time in question, and all requirements of that certain Declaration of Large-Scale General Development dated as of March 26, 2012, made by West Village Residences LLC, as declarant, and recorded April 16, 2012 in CRFN 2012000149442 in the Office of the City Register of the City of New York, as the same may be amended from time to time.

(i) This Agreement may be executed in any number of counterparts. Each such counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute and be but one and the same instrument. Facsimile signatures or scanned signatures sent by e-mail shall bind the parties. Each party agrees to promptly deliver an executed original to this Agreement with its actual signature to the other party, but a failure to do so shall not affect the enforceability of this License Agreement, it being expressly agreed that each party to this Agreement shall be bound by its own telecopied or e-mailed signature and shall accept the telecopied or e-mailed signature of the other.

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

LICENSOR:

WEST VILLAGE RESIDENCES LLC
a Delaware limited liability company

By: West Village Holdings LLC, its sole member

By: Rudin West Village LLC, managing member

By: _____
Name:
Title: Authorized Signatory

LICENSEE:

_____

# EXHIBIT 7

## DECLARATION OF CONDOMINIUM

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**DECLARATION**

**Establishing a Plan for Condominium Ownership**

**of the Premises Known as**

**THE GREENWICH LANE**

**and having street addresses of**

133 West 11th Street, 135 West 11th Street, 137 West 11th Street,
139 West 11th Street, 141 West 11th Street, 145 West 11th Street,
155 West 11th Street, 140 West 12th Street, 150 West 12th Street
and 160 West 12th Street
New York, New York 10011

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

**Name:** **THE GREENWICH LANE**

**Declarant:** **WEST VILLAGE RESIDENCES LLC**
345 Park Avenue, New York, New York 10154

**Date of Declaration:**

**_____, 20__**

**Prepared by:**

**GOLDFARB & FLEECE LLP**
**Attorneys at Law**
**345 Park Avenue**
**New York, New York 10154**
**Attn: Neal A. Weinstein**
**(212) 891-9100**

**The land affected by the within instrument lies in**
**Block 607, F/K/A Lot 1, N/K/A Lots _____**
**on the Tax Map of the Borough of Manhattan**
**County of New York, City and State of New York**

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## INDEX TO DECLARATION


| Article | Subject | Page |
|---|---|---|
| ARTICLE 1 | DEFINITIONS | 1 |
| ARTICLE 2 | SUBMISSION OF THE PROPERTY | 1 |
| ARTICLE 3 | NAME OF THE CONDOMINIUM | 1 |
| ARTICLE 4 | THE LAND | 2 |
| ARTICLE 5 | THE PROPERTY AND THE BUILDINGS | 2 |
| ARTICLE 6 | THE UNITS | 3 |
| ARTICLE 7 | THE COMMON ELEMENTS | 5 |
| ARTICLE 8 | DETERMINATION OF COMMON INTEREST AND RESIDENTIAL COMMON INTEREST | 7 |
| ARTICLE 9 | USE OF UNITS | 8 |
| ARTICLE 10 | EASEMENTS FOR THE ENJOYMENT OF THE COMMON ELEMENTS | 10 |
| ARTICLE 11 | OTHER EASEMENTS | 14 |
| ARTICLE 12 | ALTERATIONS, ADDITIONS, IMPROVEMENTS AND CHANGES TO UNITS | 16 |
| ARTICLE 13 | ACQUISITION OF UNIT BY THE CONDOMINIUM BOARD | 18 |
| ARTICLE 14 | POWER OF ATTORNEY TO SPONSOR AND THE CONDOMINIUM BOARD | 18 |
| ARTICLE 15 | TERMINATION OF CONDOMINIUM | 20 |
| ARTICLE 16 | COVENANT OF FURTHER ASSURANCES | 20 |
| ARTICLE 17 | COVENANTS RUNNING WITH THE LAND | 21 |
| ARTICLE 18 | AMENDMENTS TO THIS DECLARATION | 22 |
| ARTICLE 19 | CONSENTS BY SPONSOR | 24 |
| ARTICLE 20 | PERSON TO RECEIVE SERVICE | 24 |
| ARTICLE 21 | INCORPORATION BY REFERENCE | 25 |
| ARTICLE 22 | WAIVER | 25 |
| ARTICLE 23 | SEVERABILITY | 25 |
| ARTICLE 24 | SUCCESSORS AND ASSIGNS | 25 |
| ARTICLE 25 | CAPTIONS | 26 |
| ARTICLE 26 | CERTAIN REFERENCES | 26 |
| ARTICLE 27 | GENERAL | 26 |

**Exhibit**

A DESCRIPTION OF THE LAND

B DESCRIPTION OF THE UNITS

C DEFINITIONS

D CONDOMINIUM BY-LAWS

E RESIDENTIAL UNIT POWER OF ATTORNEY / NON-RESIDENTIAL UNIT POWER OF ATTORNEY

# DECLARATION

# OF

# THE GREENWICH LANE

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

WEST VILLAGE RESIDENCES LLC ("Sponsor" or "Declarant"), a limited liability company organized under the laws of the State of Delaware, having an office at 345 Park Avenue, New York, New York 10154, does hereby declare as follows:

## ARTICLE 1.

## DEFINITIONS

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

## ARTICLE 2.

## SUBMISSION OF THE PROPERTY

Declarant hereby submits the Property to the provisions of the Condominium Act and pursuant thereto, does hereby establish a regime for the condominium ownership of the Property as more particularly set forth herein and in the By-laws.

## ARTICLE 3.

## NAME OF THE CONDOMINIUM

The Condominium shall be known as The Greenwich Lane. Sponsor shall own and control all rights and interest, appurtenant to the name of the Condominium and/or the Buildings, and any intellectual property relating thereto, including without limitation, any logos, marks, websites, trademarks, copyrights or names relating to or referring to the name of the Condominium or the Buildings unless prohibited by Law. Only Sponsor shall have the right to change or assign the name of the Condominium, subject to the consent of the Condominium Board. In addition, Sponsor shall have the right to utilize other names for the Building or portions thereof for marketing and promotional purposes without the consent of the Condominium Board or the Unit Owners.

## ARTICLE 4.

## THE LAND

Included in the Property is the Land which is more particularly described in Exhibit A annexed hereto.

## ARTICLE 5.

## THE PROPERTY AND THE BUILDINGS

5.1 Buildings Constituting the Condominium. The Condominium shall include ten (10) buildings with interconnected cellars located on the Property (each, a "Building"), and shall contain 200 Residential Units (including 188 Apartment Units (which includes the 1 Resident Manager's Unit), 5 Townhouse Units, and 7 Suite Units; individually referred to as a "Residential Unit" and collectively referred to herein as the "Residential Units"), two (2) Retail Units, shown as "Retail Unit #1" and "Retail Unit #2", respectively, on the Floor Plans), one (1) Storage Unit, shown as "Storage Unit" on the Floor Plans, one (1) Community Facility Unit, and one (1) Garage Unit, contained in the following structures:

(a) Twenty-two (22) Residential Units will be located within a 9 story structure above grade with 1 cellar located at 140 West 12th Street (the "140 Building"); and

(b) Twenty-four (24) Residential Units will be located within an 15 story structure above grade with 1 cellar located at 150 West 12th Street (the "150 Building");

(c) Fifty-eight (58) Residential Units (including the Resident Manager's Unit, Unit RM) and one (1) Retail Unit (as shown more particularly on the Floor Plans, "Retail Unit 2") will be located within a 14 story structure above grade with 1 cellar located at 160 West 12th Street (the "160 Building");

(d) Nine (9) Residential Units (including 1 Suite Unit) will be located within an 11 story structure above grade with 1 cellar located at 145 West 11th Street (the "145 Building");

(e) Thirty four (34) Residential Units (including 6 Suite Units) will be located within an 8 story structure above grade with 1 cellar located at 155 West 11th Street ("155 Building A" and Forty eight (48) Residential Units, one (1) Community Facility Unit, Retail Unit 1 and the Storage Unit will be located within a 17 story structure above grade with 1 cellar, also located at 155 West 11th Street (155 Building B"; together with 155 Building A, collectively, the "155 Building");

(f) One (1) Garage Unit (the "Garage Unit"), consisting of a parking garage located on the cellar level below the 140 Building, 150 Building, 145 Building and Townhouse Buildings (the "Garage"), and currently containing, with the use of "parking stackers" approximately 89 Parking Spaces (the "Parking Spaces");

(g) Four (4) Residential Units, located within separate 6 story townhouse structures above grade with 1 cellar each, located at 135, 137, 139, and 141 West 11th Street, and one (1) Residential Unit, located within a 5 story townhouse structure above grade with 1 cellar, located at 133 West 11th Street (each, a "Townhouse Unit", and collectively, the "Townhouse Units"). The buildings in which the Townhouse Units are located are referred to as the "Townhouse Buildings").

5.2 Amenity Facilities.

(a) Amenity Facilities are located on portions of ground and cellar floors of the Condominium as shown on the Floor Plans, which will be Residential Common Element. Amenity Facilities will initially include a screening room, dining room with kitchen, lounge, Exercise Facility and

children's recreation room. The hours and operation of the Amenities Facilities, and access thereto shall be determined by the Condominium Board. The Condominium Board shall comply with all laws with respect to the operation of the Amenity Facilities. The operation of the Amenity Facilities shall be operated by the Condominium Board. The Condominium Board may require an additional fee or deposit to offset costs associated with Amenity Facilities.

(b) The Sponsor has reserved the right, without the obligation, to cause the Condominium Board to enter into an agreement (the "Amenities Operating Agreement") with a third party operator (the "Amenities Operator") to operate the Amenity Facilities, or any portion thereof. Except as otherwise provided herein, the Condominium Board will be responsible for all costs incurred in operating and maintaining the Amenity Facilities and shall be responsible for the proper maintenance and staffing as may be required by law for the Amenity Facilities and the equipment and machinery contained therein, the costs for which will be allocated to and paid for by the Residential Unit Owners. The Non-Residential Units will not be responsible for the cost of the Amenity Facilities because they will have no right to utilize same. Residents will have the right to use the Amenity Facilities, subject to this Declaration and By-Laws and to any rules and regulations promulgated from time to time by the Condominium Board.

(c) The Common Charges include the budgeted amounts for the Amenity Facilities, even though each Resident may not avail themselves of such services.

5.3 Construction of Buildings. The construction of all the Buildings is classified as Construction Classification 1-B. The 140 Building, the 150 Building, the 160 Building, and the 145 Buildings are existing buildings constructed of concrete encased steel and new construction on such existing buildings will be constructed with steel beams and columns supporting 3" normal weight concrete on top of a galvanized composite metal deck floor system at areas of new structure. The 133 Building, 135 Building, 137 Building, 139 Building, 141 Building and 155 Buildings will be newly constructed with a cast-in-place concrete flat plate system with interior and perimeter reinforced concrete columns. The ground floor of the newly constructed buildings, the courtyard and the newly constructed portions of the existing Buildings will be cast-in place concrete.

## ARTICLE 6.

## THE UNITS

6.1 Exhibit B. Exhibit B annexed hereto sets forth the following data with respect to each Unit necessary for the proper identification thereof: Unit designation; tax lot number; approximate location in the applicable Building; approximate square foot area; number of rooms contained therein (except with respect to the Non-Residential Units); the portions of the Common Elements to which such Unit has immediate access; and the Common Interest appurtenant to such Unit. The precise location of each Unit is shown on the Floor Plans.

6.2 Unit and Terrace Measurement. Each Unit consists of the area measured horizontally from the exterior side of the exterior walls to the centerline of the partitions separating one Unit from another Unit (or to the stair side of any partition at any stair or the elevator side of any partition at any elevator separating a Unit from such stair or elevator), or to the corridor side of any partition separating a Unit from a corridor) or to the exterior side of any mechanical equipment spaces or any other Common Elements not within a Unit, or to the exterior side of the opposite exterior walls. Columns, mechanical pipes, shafts, shaftways, chases, chaseways and conduits are not deducted from measurement of a Unit. Each Unit consists of the area measured vertically from the top of the floor (located under the finished flooring and sub-flooring materials) to the underside of the ceiling slab or to the fireproofing of the metal decking above at areas of steel structure. Terraces appurtenant to a Unit are measured from the exterior

measurement line of the Unit to which they are appurtenant to the outside faces of the copings of the Terrace wall or partition, and/or the center line of any dividing wall or partition located between Terraces.

6.3 Unit Inclusions. Each Unit includes, and each Unit Owner shall be responsible for: (a) the Unit side of the front entrance door and any other entrance doors to the Unit, including Terrace or balcony doors, and any hallway exclusively serving such Unit, (b) the interior walls, (c) partitions, floors and floor coverings, (d) any ceiling material or covering affixed, attached or appurtenant to the Unit, (e) smoke/carbon monoxide detectors, sprinkler system, window panes, fireplaces, fireboxes, dampers, mantels, flues, elevators, dumbwaiters, all mechanical systems located within the Unit, heating and cooling systems (including HVAC blowers, filters and parts, other than fan coil units), (f) all plumbing, gas and heating fixtures and equipment, (g) all appliances, including but not limited to, refrigerators, dishwashers, washers and dryers, ranges and other appliances, and (h) sinks, bathtubs, water closets and all other Facilities as may be affixed, attached or appurtenant to the Unit and serving the Unit exclusively. Plumbing, gas and heating fixtures and equipment as used in the preceding sentence shall include exposed gas and water pipes from branch or fixture shut-off valves attached to fixtures, appliances and equipment and the fixtures, appliances and equipment to which they are attached, and any special pipes or equipment which a Unit Owner may install within the walls, ceilings, or floors, but shall not include gas, water or other pipes, conduits, wiring or ductwork within the walls, ceilings or floors, unless such installations were made by the Unit Owner after the Unit Owner acquired title to the Unit, in which event the Unit Owner shall be responsible for such installations.

6.4 Garage Unit. The Garage Unit includes, in addition to the items listed in Section 6.3 above, and Garage Unit Owner shall be responsible for (a) the ramp and all components thereof in the 140 Building providing ingress and egress to the Garage Unit, (b) to the extent they service the Garage Unit exclusively, any elevator, escalator, staircase, freight or service entrance, driveway, ramp, canopies and any other Facilities, and (c) the exterior side of all entrances and service doors and the exterior side of all windows in or opening from the Garage Unit, if any.

6.5 Retail Units. Each Retail Unit includes, in addition to the items listed in Section 6.3 above, and each Retail Unit Owner shall be responsible for (a) to the extent they service such Retail Unit exclusively, any elevator, escalator, staircase, freight or service entrance, ramp, canopy, storefront lighting and signage, and any other Facilities, including outdoor signage for such Retail Unit, and (b) the exterior side of all entrances and service doors and the exterior side of all windows in or opening from such Retail Unit.

6.6 Community Facility Unit. The Community Facility Unit also includes, in addition to the items listed in Section 6.3 above, and the Community Facility Unit Owner shall be responsible for, (a) to the extent they service such Community Facility Unit exclusively, any elevator (including elevators PE #14 and PE 15), escalator, staircase, freight or service entrance, lighting and signage, if any, and any other Facilities, and (b) the exterior side of all entrances and service doors and the exterior side of all windows in or opening from the Community Facility Unit.

6.7 Storage Unit. The Storage Unit also includes, in addition to the items listed in Section 6.3 above, and the Storage Unit Owner shall be responsible for, (a) to the extent they service such Storage Unit exclusively, any elevator, escalator, staircase, freight or service entrance, lighting and signage, if any, and any other Facilities, and (b) the exterior side of all entrances and service doors and the exterior side of all windows in or opening from the Storage Unit.

6.8 Common Elements Not Part of Unit. Any Common Elements located within a Unit shall not be considered a part of such Unit.

6.9 Decorative Alterations. Notwithstanding anything contained in this Article to the contrary, each Residential Unit Owner will have the right, subject to the provisions of the By-laws, exercisable at any time, to install, at such Unit Owner's sole cost and expense, decorations, fixtures and

coverings (including, without limitation, painting, finishing, carpeting, pictures, mirrors, shelving and lighting fixtures) on the surfaces of the walls, ceilings and floors that face the interior of such Unit Owner's Unit and to a depth of one inch behind such surfaces for the purposes of installing nails, screws, bolts and the like, provided that no such installation shall impair the consistent exterior appearance, the structural integrity, sound integrity and mechanical and electrical systems of such Unit or of the applicable Building, expose any lead based paint or asbestos containing materials, or violate Law. Unit Owners have been advised that lead based paint is present on steel beams and columns in the 150 Building and the 160 Building, and non-friable asbestos tar is present on perimeter columns and spandrels of the 140 Building, 160 Building and 145 Building in the Condominium behind enclosed terracotta or façade walls, and Unit Owners shall not make any penetrations or modifications to the walls or other components of the Condominium that may expose lead based paint or ACM without the prior consent of the Condominium Board. The foregoing rights are granted to and restrictions are imposed upon Residential Unit Owners only, and the provisions of Article 12 hereof shall govern alterations to the Non-Residential Units or alterations made by Sponsor.

6.10 Title Vests in Sponsor. As of the date of the filing of this Declaration with the Register's Office, fee simple absolute title shall automatically vest in Sponsor in all Units without the need to execute specific and particular deeds or indentures for each and every Unit.

## ARTICLE 7.

## THE COMMON ELEMENTS

The Common Elements consist of the entire Property, including the Land and all parts of the Buildings and improvements thereon other than the Units. The Common Elements are comprised of the General Common Elements, the Residential Common Elements and the Limited Residential Common Elements.

7.1 The General Common Elements consist of those portions of the Buildings that are designated as "General Common Elements" on the Floor Plans, and, to the extent not specifically identified as part of the General Common Elements on the Floor Plans, the following:

(a) the Land (including the landscaping appurtenant thereto) and any improvements thereon, together with all easements, rights and privileges appurtenant thereto.

(b) all foundations, columns, beams, joists, supports, piles, footings, pillars, girders, exterior walls, interior walls, partitions, floor slabs and ceilings, window casements and frames, roofs (and EFVM equipment located on any of the foregoing) and ceilings in, on or under the Buildings, to the extent that the same are not expressly included as part of the Residential Common Elements pursuant to the terms of Paragraph 7.2 below or the Limited Residential Common Elements pursuant to the terms of Paragraph 7.3 below or a Unit pursuant to the terms of Article 6 hereof;

(c) that portion of all such interior walls, partitions, floors and ceilings separating a General Common Element from a Unit, Residential Common Element and/or a Limited Residential Common Element, from the midpoint of any such wall, partition, floor or ceiling to the boundary line of such General Common Element or Unit, as the case may be, to the extent that the same are not expressly included as part of the Residential Common Elements pursuant to the terms of Paragraph 7.2 below or the Limited Residential Common Elements pursuant to the terms of Paragraph 7.3 below or a Unit pursuant to the terms of Article 6 hereof,

(d) all central and appurtenant installations and Facilities for services such as power, light, telephone, intercom, gas, sewer, plumbing, drainage, hot and cold water distribution, water irrigation system servicing landscaping on Common Areas and Terraces, heat, garbage disposal, master

and cable television and other mechanical and electrical systems, which service all or any combination of Units and/or both the General Common Elements, the Residential Common Elements and the Limited Residential Common Elements to the extent that the same are not expressly included as a part of the Residential Common Elements pursuant to the terms of Paragraph 7.2 below or the Limited Residential Common Elements pursuant to the terms of Paragraph 7.3 below or a Unit pursuant to the terms of Article 6 hereof;

(e) the pump room, fire pump room, domestic water room, telephone room, gas meter room, electrical switch gear room, steam meter room and electrical room, each of which are located on the cellar floor of the Condominium; as well as the emergency generator to be located in the 145 Building, and

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

7.2 The Residential Common Elements consist of those portions of the Condominium designated on the Floor Plans as Residential Common Elements, as well as those Facilities therein, either currently or hereafter existing for the exclusive common use of the Residential Units or of the Residential Unit Owners only. Without intending to limit the generality of the foregoing in any respect, the Residential Common Elements include, as shown on the Floor Plans:

(a) all stairways (other than those located entirely within particular Units), passenger and service elevators and their respective bulkheads, shafts, pits and equipment rooms and the residential hallways that are exclusively used by the Residential Unit Owners and are not part of a Unit or a Limited Residential Common Element;

(b) compactor rooms located on the cellar floors of the Buildings and their respective shafts and equipment;

(c) the Amenity Facilities;

(d) residential lobbies, service entrances, exit corridors, concierge stations (if any), package storage room(s), cart room, mail room, each of which are located on the ground floor of the Buildings;

(e) Courtyard/Garden and all of the furnishings, structural and decorative elements contained therein, located on the ground floor of the Condominium;

(f) bicycle storage rooms, and the storage rooms located in the cellar levels of the 140 Building, the 150 Building, the 160 Building and the 145 Building and the Cellar Storage Bins contained therein;

(g) landscaped terraces located shown as Residential Common Element on the Floor Plans, and Terrace dividers located between Residential Units with appurtenant Terraces;

(h) all masonry walls, partitions, floors and ceilings in, on or under the Buildings, separating a Residential Unit from another Unit or a Common Element and that portion of all such masonry walls, partitions, floor slab and ceiling slab separating a Residential Common Element from a General Common Element, from the midpoint of any such wall, partition, floor or ceiling to the boundary line of such Residential Common Element;

(i) All fan coil units serving a Residential Unit;

(j) all installations and Facilities for services such as power, light, telephone, intercom, gas, sewer, plumbing, hot and cold water distribution, heat, garbage disposal, master and cable television and other mechanical and electrical systems which serve the Residential Units and/or the Residential Common Elements and/or the Limited Residential Common Elements only and are not part of the Units;

(k) all interior portions of the Buildings and all apparatus and installations now existing or hereafter constructed in the Buildings or on the Property, either existing for the common use or use of Residential Units or the Residential Unit Owners or necessary for, or convenient to the existence, maintenance or safety of the Property, to the extent that the same are not expressly included as part of the General Common Elements pursuant to the terms of Paragraph 7.1 above or the Limited Residential Common Elements pursuant to the terms of Paragraph 7.3 below or a Unit pursuant to the terms of Article 6 hereof.

The following portions of the General Common Elements are not accessible by any Unit Owner, and will only be accessible by the Condominium staff for maintenance purposes: (x) the outdoor area shown on the Floor Plans between the two Unit Terraces on the 3rd floor of the 150 Building; (y) the outdoor area shown on the Floor Plans between the two Unit Terraces on the 5th floor of the 150 Building. The following portion of the Residential Common Elements is not accessible by any Unit Owner, and will only be accessible by the Condominium staff for maintenance purposes: the outdoor area shown on the Floor Plans to the north of the elevators on the 7th floor of 155 Building.

7.3 The Limited Residential Common Elements consist of all portions of the Land and Buildings (other than the Units) that are designated on the Floor Plans as Limited Residential Common Elements or if not so designated are for the use of one or more specified Residential Units to the exclusion of all other Units. Without intending to limit the generality of the foregoing in any respect, the Limited Residential Common Elements include the Terraces adjoining certain Residential Units more particularly set forth on Exhibit "B" to this Declaration entitled "Description of Units".

7.4 The Common Elements shall remain undivided, and no Unit Owner or any other Person shall bring, or shall have the right to bring, any action for partition or division thereof, except as is expressly permitted pursuant to the terms of Article 15 hereof and Section 5.5 of the By-laws.

## ARTICLE 8.

## DETERMINATION OF COMMON INTEREST AND RESIDENTIAL COMMON INTEREST

8.1 Common Interest Determination. The Common Interest of each of the Units has been determined pursuant to Section 339-i(1)(iv) of the Condominium Act and accordingly based upon a comparison of the floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit.

8.2 Residential Common Interest Determination. The percentage interest of all Residential Units in the Residential Common Elements is apportioned in the same proportion that the Residential Unit at the date of this Declaration bears to the then aggregate Common Interests of all of the Residential Units in the Condominium.

8.3 Special Allocations. In accordance with Sections 2.5(C) and 6.1(F) of the By-Laws and pursuant to Section 339-m of the Condominium Act (i.e., Article 9-B of the New York Real Property Law), certain expenses of the Condominium shall be specially allocated and apportioned in conformity with the First Year's Budget and the footnotes thereto. The applicable provisions of this Declaration and By-Laws shall govern and apply with respect to any costs and expenses not addressed in said First Year's Budget. The Common Expenses budget line items from which the Non-Residential Units have not been allocated any expense are described in Schedule B are as follows: (a) cooking and fireplace gas (any usage by a Non-Residential Unit owner will be submetered); (b) water charges and sewer rents (any usage by a Non-Residential Unit owner will be submetered); (c) heat and hot water for the Residential Units; and (d) Amenity Facilities costs. A Non-Residential Unit Owner shall pay Common Charges at a reduced level are for the following budget line items on Schedule B, by paying its percentage of Common Interest for (i) the time of the Resident Managers, Assistant Superintendent, one handyman, three porters and 6

watch engineer's time that will be devoted to the General Common Elements, which is estimated to be 10% of the time spent by such employees, for a period of 4 hours per week, per man; (ii) the amount of electricity cost attributable to the General Common Elements, which is estimated to be ten percent (10%) of the budgeted cost (provided that the Garage Unit shall be exempt from any electrical cost relating to the cooling tower, for which it derives no benefit); (iii) for the budget line items in "Services and Supplies" relating to respect to sprinkler system/fire protection alarm system, exterminator, water treatment, generator and building maintenance systems, and $10,000 of the estimated $82,656 that is budgeted for "Miscellaneous Supplies" (and shall be exempt from all other expense categories within the budget line item for "Services and Supplies"); and (iv) the portion of the costs for the Resident Manager's Unit attributable to the amount of time spent by the Resident Manager in service of the General Common Elements, which is estimated to be ten percent (10%) of the budgeted amount.. The Condominium Board shall annually review the special allocations to confirm the same remain fair and reasonable. Any dispute with respect to the method of allocation of Common Expenses shall be decided by arbitration in accordance with Article 10 of the By-laws. This Section 8.3 may not be amended without the prior written consent of the Non-Residential Unit Owners.

## ARTICLE 9.

## USE OF UNITS

9.1 Use of Residential Units. As more particularly set forth in, and subject to the provisions of, the By-Laws, the Residential Units shall be used for residential purposes only (excluding "dormitory", "bed and breakfast" or other transient hotel-type use) and home occupation use ancillary to such residential purposes, and not more than one family may occupy a Residential Unit at one time. A Residential Unit owned or leased by an individual, corporation, partnership, fiduciary or any other entity may only be occupied (unless the Condominium Board otherwise consents in writing) by said individual, or any individual officer, director, stockholder or employee of such corporation, or by an individual partner or employee of such partnership, or by such individual fiduciary (including directors, officers, stockholders or employees of corporate fiduciaries or partners or employees of partnership fiduciaries) or by an individual beneficiary of said fiduciary, or an individual principal or employee of such other entity, respectively, or by Family Members or guests of any of the foregoing (and nothing contained in this sentence shall be deemed to prohibit the exclusive occupancy of any Residential Unit by such Family Member or guests); however, the foregoing restrictions shall not apply to any Unsold Residential Units. Upon the prior written consent of Sponsor (or, where there are no longer any Unsold Residential Units, the Condominium Board), any Residential Unit may be used for any other lawful purposes, subject, however, to (1) the terms and conditions of the then existing certificate of occupancy for the Buildings and the By-laws, (2) Law, (3) the use of such Residential Unit shall not adversely affect the use and enjoyment of neighboring or adjacent Residential Units for residential purposes, and (4) the prior written permission of the Condominium Board is first obtained. Residential Units may only be leased in accordance with the By-laws and the Rules and Regulations.

9.2 Use of Retail Units. The Retail Units may be used for any purpose permitted by Law (subject however to the provisions of this Declaration and the By-laws). Notwithstanding the foregoing, the Retail Units may not be used for any Prohibited Use. No assurance, representation, or warranty is given that any of the tenants, occupants, or users of the Retail Units will not be objectionable to Residential Unit Owners or other parties. No assurance is made with respect to the ownership of all or any portion of the Retail Units, who the future owners or tenants of any portion of the Retail Units may be at any time or as to the uses to which the Retail Units may be put at any time except that the Retail Units may be used for any purpose permitted by Law, which uses may result in increased noise and traffic.

9.3 Use of Community Facility Unit. The Community Facility Unit may be used for any purpose permitted by Law (subject however to the provisions of this Declaration and the By-laws). No

assurance, representation, or warranty is given that any of the tenants, occupants, or users of the Community Facility Unit will not be objectionable to Unit Owners or other parties. Notwithstanding the foregoing, the Community Facility Unit may not be for any Prohibited Use.

9.4 Use of Storage Unit. The Storage Unit may be for any purpose permitted by Law (subject however to the provisions of this Declaration and the By-laws). In no event shall any flammable or explosive item, or any item which would impose a health or safety threat or cause noxious odors, dirt or other sanitary problems or create a nuisance, be stored therein. Notwithstanding the foregoing, the Storage Unit may not be for any Prohibited Use.

9.5 Use of Storage Bins. Storage Bins may be used only for the storage of personal effects of a Residential Unit Owner who has executed a Storage Bin License, and in no event shall any food or other perishable item, or any flammable or explosive item, or any item which would impose a health or safety threat or cause noxious odors, dirt or other sanitary problems or create a nuisance, be stored therein. Sponsor shall have the right to use any unassigned Storage Bin for any purpose permitted by Law or to change the permitted use of any unassigned Storage Bin, subject, however, to the provisions of the By-laws. Except for Sponsor, no Storage Bin may be owned independently of a Residential Unit.

9.6 Use of Suite Units. (a) Seven (7) of the Residential Units (designated as S1, S2, S3, S4, S5, S6 and Unit 1) are **"**Suite Units" and are located in the 145 Building and the 155 Building. These Suite Units may be used only as residences occupied by domestic employees of Residential Unit Owners, Family Members and non-paying guests of Residential Unit Owners, and for accessory residential use such as library, home office, personal study, or home occupation use, provided such use is in keeping with a first class luxury residential building. In no event shall any such use involve off the street customers or client traffic or any meetings by appointment. Any non-paying guest residing at a Suite Unit (other than a domestic employee of a Residential Unit Owner) may occupy such Suite Unit for not more than 3 months in the aggregate unless the Condominium Board otherwise consents. Sponsor reserves the right to modify the permitted uses of the Suite Units, provided such use is permitted by Law. Except for Sponsor, no Unit Owner may own a Suite Unit independently of a Residential Unit.

(b) Notwithstanding the foregoing, the Suite Units (i) may be sold as "raw space" with only the necessary installations and fixtures needed to obtain a temporary certificate of occupancy and (ii) Sponsor may sell Suite Units to both residents and non-residents of the Condominium by Sponsor and any purchaser from Sponsor who is not a Residential Unit Owner.

(c) The Suite Units may not be used for any Prohibited Use, and furthermore may not be used for any commercial purposes or for any office whose primary purpose is the treatment of drug, alcohol or any other form of addiction.

(d) Suite Unit Owners may not place signage of any kind: (i) in the windows, (ii) on the exterior façade of the Condominium, (iii) on the sidewalks, or (iv) in any area which is visible from the street, or the interior courtyard of the Condominium. Subject to compliance with the provisions of the Condominium Documents and Law, Suite Unit Owners shall be permitted to affix signage to the exterior side entrance door of their respective Suite Unit solely to identify the occupant of such Suite Unit; provided, however, in order to create a uniform and aesthetically harmonious appearance of such signs, the Condominium Board shall (a) establish uniform standards (including, without limitation, in respect of the size inscriptions, lettering, font and color) for such signage and (b) obtain such signage on behalf of and at the sole cost and expense of any such Suite Unit.

9.7 Use of Garage Unit. The Garage Unit may be used for any purpose permitted by Law (subject however to the provisions of this Declaration and By-laws). Notwithstanding the foregoing, the Garage Unit may not be for any Prohibited Use. The Garage Unit will initially be constructed and used as a parking garage for storage of vehicles.

9.8 Rights of Sponsor. Notwithstanding the foregoing or anything contained in this Declaration, the By-laws or the Rules and Regulations to the contrary, Sponsor may, without the permission of the Condominium Board, subject to compliance with Law, (1) use or grant permission for the use of any Unsold Unit as a professional office or for any other purpose, (2) use any Unsold Units as model Units and offices for the selling, leasing, management, operation and promotion of the Unsold Units or for any other purpose, (3) use or change the use of any Storage Bin for any purpose, and (4) lease any Unsold Unit to third parties for either long term or short term stays. This grant to Sponsor of certain rights in this section shall not restrict any other rights granted to Sponsor under Article 12 hereof or elsewhere in this Declaration and/or the By-laws.

9.9 All Uses and Rights Subject to Restrictive Declaration; Signage Restrictions. Notwithstanding anything to the contrary set forth herein or contained in this Declaration, the By-laws or the Rules and Regulations to the contrary, all uses and rights granted to the Condominium Board and/or any Unit Owner hereunder shall not violate the use restrictions contained in the Restrictive Declaration or applicable Law. In addition and notwithstanding anything in the Condominium Documents to the contrary, no neon signage shall be permitted on 11th or 12th Streets, and no retail signage shall be permitted on the West 12th Street façade.

9.10 North Shore - LIJ. Restriction on Certain Uses. Notwithstanding anything in this Article 9 to the contrary, as long as Lenox Hill Hospital, its parent North Shore – Long Island Jewish Health System or any affiliated entity (collectively, "North Shore-LIJ") is engaged in the development, construction or operation of a medical facility on the west side of Seventh Avenue between West 12th and West 13th Streets, no office, community facility or retail space in the Condominium (including the Community Facility Unit, Retail Units and Storage Unit) may be used for any of the following purposes: (i) an emergency medical care facility, or facility marketed as an urgent care or urgent treatment facility; (ii) any medical practice or facility whose primary business is the provision of medical imaging services, or any medical practice and/or facility utilizing two (2) or more Computed Tomography imaging devices (CT), or two (2) or more Magnetic Resonance Imaging devices (MRI), or a Positron Emission Tomography device (PET); (iii) any ambulatory surgery facility or any medical facility marketed as and whose primary business is pain treatment; or (iv) any medical practice owned by, that holds itself out as being affiliated with, or whose signage identifies the practice as being affiliated with, a hospital, health system or medical school other than North Shore-LIJ or its affiliates. This restriction shall apply to and be contained in any deed, lease or conveyance of the Non-Residential Units (other than the Garage Unit), and shall be binding on such Non-Residential Unit Owners, and their respective successors and assigns, and shall inure solely to the benefit of North Shore-LIJ, and may be enforced by North Shore-LIJ which shall be entitled to seek injunctive relief, damages and/or any other remedy available in law or equity in the case of a breach or threatened breach thereof.

## ARTICLE 10.

## EASEMENTS FOR THE ENJOYMENT OF THE COMMON ELEMENTS

10.1 Easements through General Common Elements. Subject to the terms of this Declaration, the By-laws, the Rules and Regulations, and Law, as applicable, Sponsor, the Unit Owners, the Selling Agent, the Managing Agent, the Condominium Board and all Permitted Users of the foregoing shall have, in common with all of the others, an easement for ingress and egress through, as well as for the use and enjoyment of, all of the General Common Elements, and the General Common Elements shall be subject to such easement. Notwithstanding the foregoing, however, no Person shall use or enjoy the General Common Elements except in accordance with the reasonable purposes for which they are intended.

10.2 Easements through Residential Common Elements. Subject to the terms of this Declaration, the By-laws, the Rules and Regulations, and Law, as applicable, Sponsor, the Residential

Unit Owners, the Selling Agent, the Managing Agent, the Condominium Board and all Permitted Users of the foregoing shall have, in common with all of the others, an easement for ingress and egress through, as well as for the use and enjoyment of, all of the Residential Common Elements, and the Residential Common Elements shall be subject to such easement. Notwithstanding the foregoing, however, no person shall use or enjoy the Residential Common Elements except in accordance with the reasonable purposes for which they are intended.

10.3 Certain Easements for Retail Unit Owners.

(a) Subject to the terms of this Declaration, the By-laws, the Rules and Regulations, and Law, as applicable, each Retail Unit Owner and its Permitted Users shall have the right and easement (i) for ingress and egress through the designated routes shown on the Floor Plans for the purpose of accessing such Retail Unit or any portion of the building in which the Retail Unit is located servicing such Retail Unit, subject to reasonable security restrictions placed on access to common hallways servicing the Residential Units adopted by the Condominium Board, and (ii) to use the sidewalks adjacent to such Retail Unit for any purposes permitted by Law. In particular, the easement for ingress and egress described above for the Retail Unit Owners shall be over the Residential Common Element ground floor hallway running north to south adjacent to Retail Units for ingress and egress, including the area of the service entry from this Residential Common Element ground floor hallway to the exit doors at 7th Avenue.

(b) Each Retail Unit Owner shall have the right, subject to the terms of this Declaration, the By-laws, the Rules and Regulations, and Law (and prior to the issuance of a FCO for the Condominium, or so long as Sponsor holds at least one Unsold Unit, with the prior consent of Sponsor), as applicable, to erect, maintain, repair and replace, from time to time, one or more signs, of such size and content as the Retail Unit Owner shall determine, in the storefronts and windows of such Retail Unit for the purpose of advertising the sale or lease of all or any portion of such Retail Unit and the operation of any business of a Permitted User of all or any portion of such Retail Unit. Consistent with the grant of such signage rights, and the ongoing right of the Retail Unit Owners to enjoy the benefits thereof, during any time Retail Unit Owner signage is not visible from the street due to any structure (e.g., a sidewalk bridge, scaffolding or any similar visual barrier), the affected Retail Unit Owner, at its sole cost and expense, and in compliance with Law, shall be permitted to erect temporary replacement signage on such structure. Any such sign shall be in the same approximate location on such structure as such sign then exists on the building. Such sign on the temporary structure shall be similar to the signage that is temporarily not visible, and shall be subject to the prior approval of the Condominium Board, whose approval shall not be unreasonably withheld, conditioned or delayed. The Condominium Board shall take all reasonable actions to ensure that any sidewalk bridge to be installed that may affect the Retail Units shall be a so-called 'double height' sidewalk bridge. In addition, each Retail Unit Owner and its Permitted Users shall have the right, but not the obligation, at such Retail Unit Owner's sole cost and expense (and prior to the issuance of a FCO for the Condominium, or so long as Sponsor holds at least one Unsold Unit, with the prior consent of Sponsor), to alter, modify, and/or restore the storefronts and windows of such Retail Unit and to create additional means of egress and ingress, provided that such alterations, modifications and/or restorations are in compliance with Law and do not adversely affect the structural integrity or mechanical systems of the Condominium.

10.4 Certain Easements for Community Facility Unit Owner.

(a) Subject to the terms of this Declaration, the By-laws, the Rules and Regulations, and Law, as applicable, the Community Facility Unit Owner and its Permitted Users shall have the right and easement for ingress and egress through the designated routes shown on the Floor Plans for the purpose of accessing such Community Facility Unit or any portion of the building in which the Community Facility Unit is located servicing such Community Facility Unit, subject to reasonable security restrictions placed on access to common hallways servicing the Residential Units adopted by the Condominium Board. In particular, the Community Facility Unit shall have easements (i) for ingress and egress to and from the Community Facility Unit over the Residential Common Element 4th floor hallway and Stairs A and B routes described below extending from the overrun on the 4th floor of the Condominium to the Service Elevator #3 as shown on the Floor Plans, in order to access and maintain the passenger elevators that are a portion of the Community Facility Unit; (ii) for ingress and egress to and from the Community Facility Unit from Stair 'P' over the Residential Common Element ground floor hallway extending from the terminus of the stair at the ground floor to the exit doors at 7th Avenue, and (iii) for ingress and egress to and from the Community Facility Unit through the adjacent Residential Common Element cellar floor hallway and extending to the 7th Avenue exit doors by way of Stair B and the Residential Common Element ground floor hallway connecting them to the 7th Avenue service entrance and by way of Stair A and a portion of the Residential Common Element ground floor hallway noted in 10.3(a) connecting to the residential lobby and its exit door at 155 W. 11th Street, so as to provide access to the control room in the cellar, for maintenance to the passenger elevators that are a portion of the Community Facility Unit.

(b) The Community Facility Unit Owner shall have the right, subject to the terms of this Declaration, the By-laws, the Rules and Regulations, and Law (and prior to the issuance of a FCO for the Condominium, or so long as Sponsor holds at least one Unsold Unit, with the prior consent of Sponsor), as applicable, to erect, maintain, repair and replace, from time to time, one or more signs, of such size and content as the Community Facility Unit Owner shall determine, in the Community Facility Unit for the purpose of advertising the sale or lease of all or any portion of such Community Facility Unit and the operation of any business of a Permitted User of all or any portion of such Community Facility Unit. In addition, each Community Facility Unit Owner and its Permitted Users shall have the right, but not the obligation, at such Community Facility Unit Owner's sole cost and expense (and prior to the issuance of a FCO for the Condominium, or so long as Sponsor holds at least one Unsold Unit, with the prior consent of Sponsor), to alter, modify, and/or restore the windows of such Community Facility Unit and to create additional means of egress and ingress, provided that such alterations, modifications and/or restorations are in compliance with Law and do not adversely affect the structural integrity or mechanical systems of the Condominium.

10.5 Certain Easements for Garage Unit Owner.

(a) Subject to the terms of this Declaration, the By-laws, the Rules and Regulations, and Law, as applicable, the Garage Unit Owner and its Permitted Users shall have the right and easement for ingress and egress through the designated routes shown on the Floor Plans for the purpose of accessing such Garage Unit or any portion of the building in which the Garage Unit is located servicing such Garage Unit, subject to reasonable security restrictions placed on access to common hallways servicing the Residential Units adopted by the Condominium Board. In particular, the Garage Unit shall have an easement through the Common Elements for access for maintenance of the exhaust equipment that is part of the Garage Unit located in the roof bulkhead of 145 West 11th Street, and shall have an easement for ingress/egress through portions of the Residential Common Element cellar hallway adjacent to the Garage Unit entry/exit locations and continue through Stair 'F', and the service entrance located in 150 West 12th Street to the north exit and Stair K, and the Residential Common Element service hallway within 145 West 11th Street and through the remaining portion of same Residential Common Element service hallway in 155 West 11th Street to the south exit. In addition, subject to the terms of this

Declaration, the By-laws, the Rules and Regulations, and Law, as applicable, the Garage Unit Owner and its Permitted Users shall have the right and easement to access the roofs of the 140 Building and 145 Building in order to maintain any exhaust fans that service the Garage Unit.

(b) The Garage Unit Owner shall have the right, subject to the terms of this Declaration, the By-laws, the Rules and Regulations, and if required by Law (and prior to the issuance of a FCO for the Condominium, or so long as Sponsor holds at least one Unsold Unit, with the prior consent of Sponsor) as applicable, to erect, maintain, repair and replace, from time to time, one or more signs, of such size and content as the Garage Unit Owner shall determine, in or on the Garage Unit. In addition, each Garage Unit Owner and its Permitted Users shall have the right, but not the obligation, at such Garage Unit Owner's sole cost and expense (and prior to the issuance of a FCO for the Condominium, or so long as Sponsor holds at least one Unsold Unit, with the prior consent of Sponsor), to alter, modify, and/or restore the windows of such Garage Unit and to create additional means of egress and ingress, provided that such alterations, modifications and/or restorations are in compliance with Law and do not adversely affect the structural integrity or mechanical systems of the Condominium.

10.6 Certain Easements for Storage Unit Owner. Subject to the terms of this Declaration, the By-laws, the Rules and Regulations, and Law, as applicable, the Storage Unit Owner and its Permitted Users shall have the right and easement for ingress and egress to and from the Storage Unit through the designated routes shown on the Floor Plans for the purpose of accessing such Storage Unit or any portion of the building in which the Storage Unit is located servicing such Storage Unit, subject to reasonable security restrictions placed on access to common hallways servicing the Residential Units adopted by the Condominium Board.

10.7 Exclusive Easements for Limited Residential Common Elements. Subject to the terms of this Declaration, the By-laws, the Rules and Regulations, and Law, as applicable, each Residential Unit Owner whose Residential Unit has one or more appurtenant Limited Residential Common Elements shall have an exclusive easement for the use thereof. The Residential Units having the same are indicated on Exhibit B. The By-laws and Rules and Regulations contain detailed provisions regarding limitations and uses on Limited Residential Common Element Terraces.

10.8 Certain Easements for Sponsor. Subject to the terms of this Declaration, the By-laws, the Rules and Regulations, and Law, as applicable, Sponsor and its Permitted Users shall have an easement in, over, under, through and upon the General Common Elements and Residential Common Elements (including, but not limited to, residential lobbies, hallways and corridors), to use the same, without being subject to any fee or charge, for all purposes and activities in connection with completion of construction of the Condominium, as well as for the sale or renting of Unsold Units including, without limitation, the right to erect, maintain, replace and/or repair any sign and/or lighting permitted by Law on the Property, the right to place "for sale", "for rent" and other signs and promotional materials, of such size and content as Sponsor shall determine, provided the same is in accordance with Law. Sponsor and its Permitted Users further reserve the right to (a) enter into any Unit (upon reasonable notice) at any time to access Common Elements for any purposes, including, but not limited to, accommodating work by other Unit Owners or prospective Unit Owners, and (b) enter into any Unit (upon reasonable notice) and/or access any Common Element to perform work both prior to and following a Closing under an Option Agreement to the extent Sponsor determines the same is necessary to respond to any claims regarding construction of any nature, whether under the Option Agreement or otherwise. Without limiting the foregoing, the Sponsor and the Condominium Board shall also have an easement to access any portions of a Unit that may be required in the Sponsor's or the Condominium Board's discretion to service any traps, panels, equipment that are accessible from within the applicable Unit. Subject to the terms of this Declaration, the By-laws, the Rules and Regulations, and Law, as applicable, Sponsor shall have an exclusive easement for so long as the Condominium shall remain in existence to erect, maintain, repair and replace, from time to time, a plaque and/or sign ("Plaque"), without charge, on any exterior portion of the Condominium setting forth the name and address of Sponsor, or such other information as the Sponsor desires in its sole discretion. Only Sponsor shall have the right to remove the Plaque, unless mandated by

Law. Sponsor reserves the right to install additional fireplace flues and mechanical equipment on the roofs of the Condominium. Subject to the terms of this Declaration, the By-laws, the Rules and Regulations and Law, as applicable, Sponsor and its Permitted Users, for so long as Sponsor shall own any Unsold Unit, shall have an easement for ingress and egress through all of the Common Elements in order to make alterations, additions or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon the Unsold Units and the Common Elements.

## ARTICLE 11.

## OTHER EASEMENTS

11.1 General Easements. Subject to the terms of this Declaration, the By-laws, the Rules and Regulations, and Law, as applicable, each Unit Owner shall have an easement in common with all other Unit Owners to use, maintain, repair, alter and replace all Common Elements located in any of the other Units or elsewhere on the Property which serve such Unit Owner's Unit, including an easement to connect to existing utilities, including, without limitation, utilities for gas, electricity, steam and ventilation. Each Unit (including any 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 shall be exercised by the Sponsor and the Condominium Board on behalf of all Unit Owners. The Sponsor and the Condominium Board shall have an easement and a right of access to each Unit and to the Common Elements contained therein and appurtenant thereto 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 Condominium Board and/or Sponsor, and each of their Permitted Users, as the case may be, 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 two days' notice, except that no notice will be necessary in the case of an "emergency" (i.e., a condition requiring repair or replacement immediately necessary for the preservation or safety of the Condominium or for the safety of occupants of the Condominium, or other persons, or required to avoid the suspension of any necessary service in the Condominium). If a Unit Owner requires access to a Common Element in another Unit and requests that the Condominium Board exercise any such easement of right of access, then such Unit Owner shall submit plans and specifications with respect to any such proposed work to both the Condominium Board and 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, if applicable, 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.

11.2 Additional Utility Easements. Subject to the terms of this Declaration, the By-laws, the Rules and Regulations, and Law, as applicable, Sponsor for so long as it shall own any Unsold Unit and the Condominium Board, on behalf of all Unit Owners, shall have the right to grant such additional electric, gas, steam, cable television, telephone, water, storm drainage, sewer and other utility easements in, or to relocate any existing utility easements to, any portion of the Property as Sponsor or the Condominium Board, as the case may be, shall deem necessary or desirable for the proper operation and maintenance of the Buildings or any portion thereof for the Unit in question, or for the general health or welfare of the Unit Owners and their Permitted Users, provided that the granting of such additional utility easements or the relocation of existing utilities will not prevent or unreasonably interfere with the normal conduct of business carried on within Non-Residential Units or with the use of the Residential Units for their permitted purposes, and shall not result in the imposition of any mechanic's lien against any of the

Units. Any utility company, and its employees and agents shall have the right of access to each Unit or the Common Elements in furtherance of such easement; provided such right of access shall be exercised in such manner as shall not unreasonably interfere with the normal conduct of business or with the use of the Units for their permitted purposes. Notwithstanding any other provision of this Declaration, the By-laws or the Rules and Regulations, 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.

11.3 Subjacent Support and Necessity. Subject to the terms of this Declaration, the By-laws, the Rules and Regulations, and Law, as applicable, each Unit and the Common Elements shall have easements of subjacent support and necessity.

11.4 Additional Sponsor Easements. Subject to the terms of this Declaration, the By-laws, the Rules and Regulations, and Law, as applicable Sponsor, and its Permitted Users, to the extent permitted by Sponsor, shall have an exclusive right and easement for so long as Sponsor owns any Unsold Unit, to (a) erect, use, lease, maintain, repair, replace and operate antennae, satellite dishes and other communications equipment on any part of the roof of the Buildings and/or façade of the Buildings and elsewhere on the Common Elements (excluding Terraces) and (b) to utilize any risers, conduits, piping, cables, ducts and electrical panels and rooms, telephone/cable panels and rooms in connection therewith, provided, that with respect to any antennae, satellite dishes or other communications equipment, Sponsor shall only erect such structures if for the benefit of one or more of the Unit Owners. The exercise of the easement and these rights do not require the consent of the Condominium Board or the Unit Owners and shall be without charge to the Sponsor. Any obligations of the Sponsor under any lease, license or other right of use granted by Sponsor with respect to the roof of the Buildings and/or the façade of the Buildings shall be the obligation of Sponsor and not of the Condominium, and any rights of Sponsor, including, without limitation, the right to receive rent or other consideration for such lease, license or other right of use, shall be the right of Sponsor, and not of the Condominium or any other Unit Owner. In connection with such easement and related rights, Sponsor and its Permitted Users shall each have, to the extent necessary or advisable for such erection, use, lease, maintenance, repair, replacement and operation, an easement in common with all Unit Owners for ingress, egress and the use of any Common Elements. The Units shall each be subject to such easement.

11.5 Easements for Signs, Canopies, Flags, Awnings. Subject to the terms of this Declaration, the By-laws, the Rules and Regulations and Law, as applicable, Sponsor and its Permitted Users, shall, to the extent permitted by Law, have an easement to erect, maintain, repair and replace, from time to time, one or more signs, canopies, flags or awnings or other protrusions on or from the Property, including, without limitation, the exterior of the walls of any Building, for the purposes of advertising the sale or lease of any Unsold Unit, the sale or lease of all or any portion of any Unsold Unit, or the operation of any business of a tenant or occupancy of all or any portion of any Unsold Unit, as the case may be.

11.6 Easements for Encroachments. Subject to the terms of this Declaration, the By-laws, the Rules and Regulations, and Law, as applicable, if any portion of the Common Elements encroaches upon any Unit or upon any other portion of the Common Elements, and/or any Unit encroaches upon any other Unit or upon any portion of the Common Elements, then a valid easement shall exist for such encroachment and for the maintenance of the same as long as the Buildings shall stand. A valid easement for an encroachment shall also exist where any encroachment shall hereafter occur as a result of (a) the settling or shifting of any portion of any Building, (b) any alteration, repair or restoration of the Common Elements made by or with the consent (when required by the By-laws) of the Condominium Board, or made by Sponsor in accordance with this Declaration or the By-laws or (c) any alteration, repair or restoration of the Buildings (or any portion thereof) or of any Unit or Common Element after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements.

11.7 Prior Utility Easements. Subject to the terms of this Declaration, the By-laws, the Rules and Regulations, and Law, as applicable, in addition to the specific easements set forth in this Article 11 and in Article 10 hereof, 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.

11.8 Use of Easements. The beneficiary of the easements and rights granted to Unit Owners under this Article 11 shall be deemed to permit the Unit Owners, its contractors, subcontractors, agents, representatives employees and other designees to use such easement or other right, as applicable; provided that the Unit Owner through which such rights are derived shall be responsible for any act or omission of any such party, and shall indemnify the Condominium Board from any and all loss, cost or damage in connection therewith.

11.9 140 Building. Notwithstanding any of the rights and easements set forth in Articles 10 and 11 herein, the roof of the 140 Building shall not be accessible to any Unit Owner and shall only be accessed by the Condominium staff for maintenance purposes. The Condominium Board shall be prohibited from modifying these restrictions with respect to the use of, and access to the roof of the 140 Building without the written consent of ninety-five (95%) of all Unit Owners, by number of Units and Common Interest.

## ARTICLE 12.

## ALTERATIONS, ADDITIONS, IMPROVEMENTS AND CHANGES TO UNITS

12.1 Rights of Sponsor. Except to the extent prohibited by Law, Sponsor shall have the right, without the vote or consent or approval of the Condominium Board, other Unit Owners, the Selling Agent, the Managing Agent or the Mortgage Representatives, if any, to:

(a) make alterations, additions, improvements or repairs, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon Unsold Units and their appurtenant Limited Residential Common Elements, if any; change the layout of, or number of rooms in, any Unsold Units; amend the certificate of occupancy for the Condominium as it relates to the Unsold Units;

(b) change the size and/or number of Unsold Units by (i) subdividing one or more Unsold Units into two or more separate Units, (ii) combining separate Unsold Units (including those resulting from such subdivision or otherwise) into one or more Units, (iii) altering the boundary walls between any Unsold Units, or (iv) otherwise, including 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 Unsold Unit without changing the percentage of Common Interest of such Unsold Unit; and

(c) if appropriate, reapportion among the Unsold Units affected by such change in size or number pursuant to the preceding clauses their Common Interests and Residential Common Interest;

Provided however, that, with respect to any such alteration, addition, improvement, or change in, to, of, or upon any Unsold Unit: (i) no physical modifications shall be made to any other Unit and the Common Interest and Residential Common Interest (other than Unsold Units), as the case may be, or interior dimensions of any other Units (other than Unsold Units) shall not be changed by reason thereof, unless the owner of such other affected Unit shall consent thereto; (ii) Sponsor shall comply with Law; (iii) Sponsor shall agree to hold the Condominium Board and all other Unit Owners harmless from any

liability arising therefrom; and (iv) such alteration, addition, improvement, repair or change shall not jeopardize the soundness, mechanical systems or structural integrity of any part of the Condominium or the safety of any tenant or other persons at the Property.

Notwithstanding the foregoing, the aggregate amounts of both the Common Interests of all the Units and the Residential Common Interests of all Residential Units shall always remain at 100%, and no reapportionment of the Common Interest or Residential Common Interest appurtenant to any Unit, as the case may be, shall be made unless there is first delivered to the Condominium Board a written certification stating that the new Common Interest and, if applicable, Residential Common Interest of the affected Unit has been based upon the factors set forth in Article 8 hereof. The certification referred to in the preceding sentence shall be delivered by Sponsor or any other Person reasonably acceptable to the Condominium Board. By written permission of (x) the Condominium Board, which permission shall not be unreasonably withheld or delayed following the expiration of the Initial Control Period, and (y) Sponsor (until the FCO for the Condominium has been obtained and Sponsor owns no Unsold Units in the Condominium), any other Residential Unit Owner may be given with respect to such Residential Unit the same rights and be subject to the same limitations and conditions as are set forth in this Article with respect to Unsold Residential Units. Notwithstanding the other provisions of this Article, no reapportionment of the Common Interests appurtenant to any Residential Unit shall be made unless there is first delivered to the Condominium Board a written certification stating that the new Common Interest of the affected Residential Unit has been based upon the factors set forth in Article 8 hereof by Sponsor or any other Person reasonably acceptable to the Condominium Board. The certification referred to in the preceding sentence shall be delivered by the Residential Unit Owner or any other Person reasonably acceptable to the Condominium Board. The provisions of this Article may not be added to, amended, modified, or deleted without the prior written consent of Sponsor.

12.2 Rights of Non-Residential Unit Owners. Except to the extent prohibited by Law, the Non-Residential Unit Owners shall have the right, with the prior consent of the Sponsor (until the FCO for the Condominium has been obtained and Sponsor owns no Unsold Units in the Condominium), but without the consent or approval of the Condominium Board, the Unit Owners, the Selling Agent, the Managing Agent, or the Mortgage Representatives if any, to:

(a) make alterations, additions, improvements, or repairs, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon its Non-Residential Unit (including, without limitation, to the storefronts and windows in such Non-Residential Unit, if any);

(b) change the layout of, or number of rooms in the Non-Residential Unit;

(c) amend the certificate of occupancy for the Condominium as it relates to the Non-Residential Unit;

(d) change the size of the Non-Residential Unit by (i) subdividing the Non-Residential Unit into 2 or more separate Units, (ii) combining 2 or more separate Units resulting from such subdivision into 1 or more Units, (iii) altering the boundary walls of 2 or more separate Units resulting from such subdivision or combination, or (iv) otherwise; and

(e) if appropriate, reapportion among the Units affected by such change in size or number pursuant to the preceding clauses their respective Common Interests.

Provided, however, that, with respect to any such alteration, addition, improvement, or change in, to, of, or upon the Non-Residential Unit: (i) no physical modification shall be made to any other Unit, and the Common Interest and Residential Common Interest, as the case may be, or interior dimensions of any other Unit shall not be changed by reason thereof, unless the owner of such other affected Unit shall consent thereto; (ii) the Non-Residential Unit Owner shall comply with Law; (iii) the Non-Residential Unit Owner shall agree to hold the Condominium Board and all other Unit Owners harmless from any liability arising therefrom; and (iv) such alteration, addition, improvement, repair or change shall not jeopardize the soundness, mechanical systems or structural integrity of any part of the Condominium or the safety of any tenant or other persons at the Property. It is further provided that notwithstanding

anything in this Article 12 or in the Bylaws to the contrary, any alterations of any electromagnetic field shielding located in the floor slab and/or walls of Retail Unit 1 may only be modified or altered with the consent of the Condominium Board.

If a Non-Residential Unit is divided into separate Non-Residential Units, the owner of each such newly created Non-Residential Units shall have all rights, privileges and benefits, and shall be subject to all the obligations, of the original Non-Residential Unit Owner, as provided in this Declaration, the By-laws and the Rules and Regulations; provided, however, that the Unit Owners of such newly created Non-Residential Units that have a Board Member (e.g., the Community Facility Unit and Retail Units) shall continue to be entitled to elect the same number of Members to the Condominium Board as originally provided in the By-laws (e.g., one Retail Member and one Community Facility Member; there shall be no increase in Members on the Condominium Board as a result of any division of a Non-Residential Unit).

The aggregate amounts of the Common Interest of all the Units shall always remain at 100% and no reapportionment of the Common Interest appurtenant to any Non-Residential Unit shall be made unless there is first delivered to the Condominium Board a written certification stating that the new Common Interest has been based upon the factors set forth in Article 8 hereof. The certification referred to in the preceding sentence shall be delivered, at the Non-Residential Unit Owner's election, by the Non-Residential Unit Owner, the Selling Agent, the Managing Agent, or any other Person reasonably acceptable to the Condominium Board. The provisions of this Article may not be added to, amended, modified or deleted without the prior written consent of the Non-Residential Unit Owners.

## ARTICLE 13.

## ACQUISITION OF UNIT BY THE CONDOMINIUM BOARD

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

## ARTICLE 14.

## POWER OF ATTORNEY TO SPONSOR AND THE CONDOMINIUM BOARD

14.1 Appointment of Sponsor. Each Unit Owner, by acceptance of a deed or otherwise succeeding to title to a Unit, shall be deemed to have irrevocably nominated, constituted and appointed Sponsor as such Unit Owner's attorney-in-fact, coupled with an interest and with power of substitution, to amend this Declaration pursuant to the terms hereof, and the other Condominium Documents pursuant to the terms thereof.

14.2 Power of Attorney to Condominium Board from Residential Unit Owners. Each Residential Unit Owner, by acceptance of a deed or otherwise succeeding to title to a Residential Unit, shall be deemed to have irrevocably nominated, constituted and appointed the Persons who shall from time to time constitute the Condominium Board (or the Residential Members thereof when any act

requires only the Residential Members), as such Unit Owner's attorney-in-fact, coupled with an interest and with power of substitution, jointly, to:

(a) employ counsel for purposes of protesting the New York City real property tax assessments with the Tax Commission and commencing, pursuing appealing, settling and/or terminating administrative and tax certiorari proceedings on behalf of the Residential Unit Owners for the reduction of the assessed valuation of their Residential Units, such Residential Unit Owners agreeing not to protest said assessments and bring such tax certiorari proceedings at their own initiative and on their own behalf;

(b) acquire or lease or license any Residential Unit, together with its Appurtenant Interests, whose owner desires to sell, convey, transfer, assign, lease or surrender same or acquire any Residential Unit, together with its Appurtenant Interests, that becomes the subject of a foreclosure or other similar sale (whether pursuant to a foreclosure of the lien granted by Section 339-z of the Condominium Act or otherwise) in the name of the Condominium Board of its designee, corporate or otherwise, on behalf of the Residential Unit Owners;

(c) convey, sell, lease, mortgage, or otherwise deal with (but not to vote the Common Interest, appurtenant to any Residential Unit so acquired pursuant to (b) above or to sublease any Unit so leased;

(d) acquire, mortgage, lease, sublease, license, convey or otherwise deal with the Resident Manager's Unit, in the name of the Condominium Board or its designee, corporate or otherwise, on behalf of all Residential Unit Owners;

(e) purchase or lease, in the name of the Condominium Board, space for the storage of personal property, for some but not necessarily for all Residential Unit Owners;

(f) lease or purchase and finance the purchase of an apartment for use as the residence of the building Resident Manager, either in the Condominium or elsewhere (in compliance with applicable Law and regulations);

(g) execute, acknowledge and deliver, and if necessary, record:

(i) any declaration or other instrument affecting the Condominium and/or the Property that the Condominium Board deems necessary or appropriate to comply with Law, regulation, zoning resolution or requirement of the Department of Buildings, the New York City Department of Housing Preservation and Development, the City Planning Commission, the Board of Standards and Appeals, the Landmarks Preservation Committee, or any other public authority or agency, applicable to the maintenance of or operation of the Condominium and/or the Property, or

(ii) following due authorization by any affected Unit Owner(s) to the extent required in the Condominium Documents, any agreement, consent, covenant, variance, filing, restriction, easement, or declaration, or any amendment thereto, affecting the Condominium or the Common Elements that the Condominium Board deems necessary or appropriate to comply with or effectuate (1) any zoning lot declaration, (2) tax lot merger, (3) any protests and tax certiorari proceedings affecting the Residential Units, (4) any obligations relating to the Triangle Park, and/or (5) the Restrictive Declaration, including, but not limited to, any obligations relating to the Triangle Park, (6) any agreement to which the Condominium is a party that is disclosed in the Offering Plan for the Condominium.

The acts of a majority of such persons constituting the Condominium Board (or the Residential Members thereof, as applicable) shall constitute the acts of said attorneys-in-fact.

14.3 Power of Attorney to Condominium Board from Non- Residential Unit Owners Each Non-Residential Unit Owner, by acceptance of a deed or otherwise succeeding to title to a Non-Residential Unit, shall be deemed to have irrevocably nominated, constituted and appointed the Persons who shall from time to time constitute the Condominium Board as such Unit Owner's attorney-in-fact, coupled with an interest and with power of substitution, jointly, to execute, acknowledge and deliver, and if necessary, record:

(a) any declaration or other instrument affecting the Condominium and/or the Property that the Condominium Board deems necessary or appropriate to comply with Law, regulation, zoning resolution or requirement of the Department of Buildings, the New York City Department of Housing Preservation and Development, the City Planning Commission, the Board of Standards and Appeals, the Landmarks Preservation Committee, or any other public authority or agency, applicable to the maintenance of or operation of the Condominium and/or the Property or

(b) following due authorization by any affected Unit Owner(s) to the extent required in the Condominium Documents, any agreement, consent, covenant, variance, filing, restriction, easement, or declaration, or any amendment thereto, affecting the Condominium or the Common Elements that the Condominium Board deems necessary or appropriate to comply with or effectuate (i) any zoning lot declaration, (ii) tax lot merger, (iii) the Restrictive Declaration, including, but not limited to, any obligations relating to the Triangle Park, and/or (iv) any agreement to which the Condominium is a party that is disclosed in the Offering Plan for the Condominium.

14.4 Power of Attorney to Sponsor and Condominium Board from all Unit Owners. Each Unit Owner, by acceptance of a deed or otherwise succeeding to title to a Unit, shall be deemed to have irrevocably nominated, constituted and appointed Sponsor as such Unit Owner's attorney-in-fact, coupled with an interest and with power of substitution, with respect to (a) below, and the Condominium Board, with respect to (b) below:

(a) amend the Condominium Documents pursuant to the terms thereof, and to effectuate the rights of Sponsor under the Condominium Documents, including without limitation, when such amendment (i) shall be required to reflect any changes in Unsold Units and/or the reapportionment of the Common Interests of the affected Unsold Units resulting therefrom made by Sponsor in accordance with this Declaration, or (ii) shall be required by (1) an Institutional Lender designated by Sponsor to make a mortgage loan secured by a mortgage on any Unit, (2) any governmental agency having regulatory jurisdiction over the Condominium, or (3) any title insurance company selected by Sponsor to insure title to any Unit; or (4) shall be required to correct any inconsistencies or scriveners' errors in the Condominium Documents or any related filings with any governmental agency, including, but not limited to, the Interstate Land Sales Full Disclosure Act ("ILSA"), 15 U.S.C.A. §1707 et seq., or (5) is necessary to relinquish Sponsor's rights under the Condominium Documents, provided, however, that any amendment made pursuant to the terms of subdivision (1) or (2) of this paragraph shall not (i) change the Common Interest of the Unit Owner's Unit, (ii) require a material, physical modification to the Unit Owner's Unit, or (iii) adversely affect the priority or validity of the lien of any mortgage held by an Institutional Lender covering the Unit Owner's Unit unless the affected Unit Owner (in the event described in (i) or (ii) of this paragraph or the holder of such mortgage (in the event described in (iii) of this paragraph) shall consent thereto by joining in the execution of such amendment; and

(b) execute, acknowledge and deliver (i) any declaration or other instrument affecting the Condominium that the Condominium Board deems necessary or appropriate to comply with Law or (ii) any agreement, consent, covenant, variance, restriction, easement, or declaration, or any amendment thereto, affecting the Condominium or the Common Elements that the Condominium Board deems necessary or appropriate to comply with or effectuate (1) any zoning lot declaration, (2) tax lot merger and/or (3) obligations relating to the Triangle Park.

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

## ARTICLE 15.

## 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 the Property is withdrawn from the provisions of the Condominium Act is authorized by a vote of all the Non-Residential Unit Owners and 80% (in number and in Residential Common Interest) of the Residential Unit Owners. No such vote shall be effective, however, without the written consent (which consent shall not be unreasonably withheld or delayed) of the Permitted Mortgagees representing at least 51% of the Common Interests of all Units which are subject to Permitted Mortgages or by a majority of the Mortgage Representatives, if any. In the event the withdrawal is authorized as aforesaid, but only in such event, 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 Unit Owner's share of such net proceeds all liens on the Unit (other than the mortgages which are not Permitted Mortgages), in the order of priority of such liens.

## ARTICLE 16.

## COVENANT OF FURTHER ASSURANCES

16.1 General Covenant. Any Person who is subject to the terms of this Declaration, whether such Person is a Unit Owner, a Member or officer of the Condominium Board, or a Permitted User of any of the foregoing or otherwise, shall, upon prior reasonable written request at the expense of any such other Person requesting the same, execute, acknowledge and deliver to such other Person such instruments, in addition to those specifically provided for herein, and take such other action as such other Person may reasonably request 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.

16.2 Rights of Persons to Execute and Deliver. If any Unit Owner, the Condominium Board or any other Person who is subject to the terms of this Declaration fails or refuses, within 10 days (or 60 days, with respect to a Permitted Mortgagee) after request therefor, either (a) to execute, acknowledge or deliver any instrument, or to take any action which the Condominium Board, Unit Owner or other Person is required to execute, acknowledge and deliver or to take pursuant to this Declaration, or (b) to deliver a written notice to the Person requesting such execution, acknowledgement or delivery, and to the Condominium Board stating the reasons why such Unit Owner, Condominium Board or other Person refuses to execute, acknowledge or deliver such instrument or take such action, then the Condominium Board or other Person is hereby authorized as attorney-in-fact for such Unit Owner, Condominium Board or other Person, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action in the name of such Unit Owner, Condominium Board or other Person and such document or action shall be binding on such Unit Owner, Condominium Board or other Person.

16.3 Right of Sponsor to Execute and Deliver. If any Unit Owner, the Condominium Board or other Person that is subject to the terms of this Declaration fails to, within 10 days (or 60 days, with respect to

a Permitted Mortgagee) after request therefore by Sponsor, either (a) to execute, acknowledge or delivery any instrument, or to take any action which such Unit Owner, Condominium Board or other Person is required to take pursuant to this Declaration, or (b) to deliver a written notice to Sponsor and to the Condominium Board stating the reasons why such Unit Owner, Condominium Board or other Person refuses to execute, acknowledge or deliver such instrument or take such action, then Sponsor is hereby authorized, as attorney-in-fact for such Unit Owner, Condominium Board or other Person, coupled with an interest, to execute, acknowledge and deliver such instrument or to take such action in the name of such Unit Owner, Condominium Board or other Person and such document or action shall be binding on such Unit Owner, the Condominium Board or other Person, as the case may be.

## ARTICLE 17.

## COVENANTS RUNNING WITH THE LAND

17.1 Covenants Running with the Land. All provisions of this Declaration, the By-laws and 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 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. 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, the entering into a lease, or the entering into occupancy of a 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 occupants; 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.

17.2 Savings Clause; Invalidity. 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 to the extent possible within the restrictions of the Condominium Act, such provision 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 Law to the extent permitted under 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/or 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 provisions shall be deemed included as part of 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.

17.3 Savings Clause; Insufficiency. Subject to Section 17.2, 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 Law to the extent permitted under such 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 18.

## AMENDMENTS TO THIS DECLARATION

18.1 Amendment to Declaration. Subject to the provisions contained herein or in the By-laws with respect to amendments, modifications, additions or deletions affecting Sponsor or the Non-Residential Unit Owners, any provision of this Declaration affecting (a) the General Common Elements or all Unit Owners may be added to, amended, modified or deleted by the affirmative vote of at least 66-2/3% in number in Common Interest of all Unit Owners and (b) only Residential Common Elements or Residential Unit Owners may be added to, amended, modified or deleted by affirmative vote of at least 66-2/3% in number and Residential Common Interest of all Residential Unit Owners, taken in accordance with the provisions of the By-laws; provided, however, that the Common Interest appurtenant to each Unit as expressed in this Declaration shall not be altered without the written consent of all Unit Owners directly affected. Subject to the provisions contained herein or in the By-laws with respect to amendments, modifications, additions or deletions affecting Sponsor or the Non-Residential Unit Owners, no 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 pursuant to Section 18.8 below, if any. No such amendment, modification, addition or deletion shall be effective until recorded in the Register's Office. Subject to the provisions contained herein or in the By-laws with respect to amendments, modifications, additions or deletions affecting Sponsor or the Non-Residential Unit Owners, any such amendment, modification, addition or deletion shall be executed by either the Condominium Board as attorney-in-fact for the Unit Owners, coupled with an interest, and the Condominium Board is hereby authorized, by such Unit Owners so to act as their attorney-in-fact. Subject to the rights of Sponsor set forth herein, Section 18.1 of this Declaration may not be amended, modified, added to or deleted unless (in addition to the consent, if required, of the Mortgage Representatives, if any, pursuant to Section 18.8 below) 80% in number and 80% in Common Interest of all Unit Owners affected thereby, approve such amendment, modification, addition or deletion in the manner set forth above.

18.2 Rights of Sponsor. Sponsor shall have the right, at its sole cost and expense, and without the vote or consent of any other Unit Owners, the Condominium Board, or the Mortgage Representatives (if any), to execute, acknowledge and record (or, at Sponsor's sole option, to require the Condominium Board or any other Unit Owners to execute, acknowledge and record) in the Register's Office and elsewhere, if required by Law, one or more amendments to this Declaration (including, but not limited to, Exhibit B hereto), the By-laws, the Rules and Regulations, and/or the Floor Plans of the Condominium, as Sponsor, together with such documents, plans and maps, as Sponsor deems appropriate:

(a) to reflect any changes in Unsold Units and/or the reapportionment of the Common Interest of the affected Unsold Units resulting therefrom made by Sponsor in accordance with the terms of Article 12 hereof;

(b) required by (1) an Institutional Lender designated by Sponsor to make a loan secured by a mortgage on any Unsold Unit, (2) any governmental agency having regulatory jurisdiction over the Condominium, or (3) any title insurance company insuring title to any Unit;

(c) to correct any inconsistencies or scrivener's errors in this Declaration, the By-Laws and/or Floor Plans;

(d) to relinquish any rights granted to Sponsor hereunder; or

(e) as may be required by any party to the Restrictive Declaration.

Provided, however, that any amendment made pursuant to the terms of subparagraph (a) or (b) of this Section shall not (i) change the Common Interest of any Unit other than a Unit owned by Sponsor, or (ii) require a material, physical modification of any Unit other than a Unit owned by Sponsor, or (iii) adversely affect the priority or validity of the lien of any purchase money mortgage or any mortgage held by an Institutional Lender unless the owner of such affected Unit (in the event described in subparagraph (b)(1) or (2) of this Section) or the holder of such mortgage in the event described in subparagraph (b)(3) of this Section) shall consent thereto by joining in the execution of such amendment.

18.3 Rights of Non-Residential Unit Owners. Each Non-Residential Unit Owner shall have the right, at its sole cost and expense, and without the vote or consent of any other Unit Owners, the Condominium Board, or the Mortgage Representatives (if any), to execute, acknowledge and record in the Register's Office and elsewhere, if required by Law, one or more amendments to this Declaration (including, but not limited to, Exhibit B hereto) (together with such documents, plans and maps, as such Non-Residential Unit Owner deems appropriate):

(a) to reflect any changes in its Non-Residential Unit and/or the reapportionment of the Common Interest of its Non-Residential Unit resulting therefrom made by such Non-Residential Unit Owner in accordance with the terms of Article 12 hereof; or

(b) required by (1) an Institutional Lender in connection with a loan secured by a mortgage on its Non-Residential Unit, (2) any governmental agency having regulatory jurisdiction over the Condominium, or (3) any title insurance company insuring title to its Non-Residential Unit.

Provided, however, that any amendment made pursuant to the terms of subparagraph (a) or (b) of this Section shall not (i) change the Common Interest of any Unit other than the Non-Residential Unit owned by such Non-Residential Unit Owner, or (ii) require a material, physical modification of any Unit other than the Non-Residential Unit owned by such Non-Residential Unit Owner, or (iii) adversely affect the priority or validity of the lien of any purchase money mortgage or any mortgage held by an Institutional Lender unless the owner of such affected Unit (in the event described in subparagraph (b)(1) or (2) of this Section) or the holder of such mortgage in the event described in subparagraph (b)(3) of this Section) shall consent thereto by joining in the execution of such amendment.

18.4 Rights of Residential Unit Owners. Notwithstanding anything contained in the Condominium Documents to the contrary, if any Residential Unit Owner, with the prior written approval of the Condominium Board, changes the size and/or number of Residential Units owned by such Residential Unit Owner by either (i) subdividing a Residential Unit(s) into two or more separate Residential Units, (x) combining a Residential Unit into one or more Residential Units, (y) altering the boundary walls between any adjacent Residential Units owned by such Residential Unit Owner, or (z) otherwise, including incorporating Residential Common Elements (such as a portion of a hallway used exclusively by the owner of such Residential Unit) which exclusively benefit a Residential Unit into such Residential Unit, then the Condominium Board on behalf of such Residential Unit Owner and at the Residential Unit Owner's sole cost and expense, shall have the right 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 to reflect the changes made by the Residential Unit Owner, all without the approval of the other Unit Owners, provided, however, that any such amendment shall not (1) change the Common Interest or Residential Common Interest of any other Unit, or (2) require a physical modification of any other Unit, or (3) adversely affect the priority or validity of the lien of any mortgage held by an Institutional Lender, unless the owner of such affected Unit (in the event described in (1) or (2)) or the holder of such mortgage (in the event described in (3)) shall consent thereto by joining in the execution of such amendment.

18.5 Execution of Amendments. Any amendment to this Declaration may be executed: (i) if on behalf of Sponsor pursuant to the terms of Section 18.2 hereof, by Sponsor, (ii) on behalf of a Non-Residential Unit Owner pursuant to the terms of Section 18.3 hereof, or (iii) if on behalf of the Unit Owners or by the Condominium 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.

18.6 Restriction on Certain Amendments. 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 Sponsor or any of the Non-Residential Unit Owners if the same would (i) unreasonably interfere with the sale, lease, or other disposition of any Unit owned by any of them, (ii) abridge, modify, suspend, eliminate, or otherwise affect any right, power, easement, privilege, or benefit granted to Sponsor or a Non-Residential Unit Owner, unless the Sponsor or such affected Non-Residential Unit Owner(s), as the case may be, shall consent to such amendment in writing, or (iii) impose any discriminatory charge or fee against Sponsor or a Non-Residential Unit Owner, unless the Sponsor or the affected Non-Residential Unit Owner(s), as the case may be, shall consent to the same in writing.

18.7 Modification of this Article. The provisions of this Article may not be modified, amended, added to or deleted, in whole or in part, without the consent of Sponsor or the Non-Residential Unit Owners if the same relate to Sponsor or the Non-Residential Unit Owners.

18.8 Permitted Mortgagee Rights. No amendment to the Condominium Documents which would materially and adversely affect the holder of any Permitted Mortgage shall be effective without the prior written consent of 51% of the Permitted Mortgagees or a majority of the Mortgage Representatives, if any. If the Permitted Mortgagees or Mortgage Representatives fail to respond within 60 days after written receipt of the proposed amendment, delivered by either certified or registered mail, "return receipt" requested, the implied approval of such Permitted Mortgagees or Mortgage Representative shall be assumed.

## ARTICLE 19.

## CONSENTS BY SPONSOR

When the consent, approval, satisfaction, or permission of Sponsor is required under this Declaration or the By-laws, such consent, approval, satisfaction, or permission shall not be required when (a) Sponsor no longer owns any Units, (b) Sponsor has completed all of its obligations under the terms of the Offering Plan and (c) a FCO has been issued for the Condominium.

## ARTICLE 20.

## PERSON TO RECEIVE SERVICE

The Secretary of State of the State of New York located at One Commerce Plaza, 99 Washington Avenue, Albany, NY 12231 is hereby designated to receive service of process in any action which may be brought against the Condominium.

## ARTICLE 21.

## INCORPORATION BY REFERENCE

The terms, covenants, conditions, descriptions and other information contained in (a) the property description annexed hereto as Exhibit A, (b) the description of the Units annexed hereto as Exhibit B, (c) the table of definitions annexed hereto as Exhibit C, (d) the By-laws annexed hereto as Exhibit D, (e) the Unit Power of Attorney annexed hereto as Exhibit E, and (f) the Floor Plans are, by this reference, each incorporated herein and made a part of this Declaration as if set forth at length in the text hereof.

## ARTICLE 22.

## WAIVER

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

## ARTICLE 23.

## SEVERABILITY

Subject to the provisions of Section 17.2 and 17.3 of Article 17 hereof, if any provision of the Condominium Documents is invalid or unenforceable as against any Person or under certain circumstances, the remainder of the Condominium Documents and the applicability of such provision to other Persons or circumstances shall not be affected thereby. Each provision of the Condominium Documents shall, except as otherwise herein provided, be valid and enforced to the fullest extent permitted by Law. Any conflict between any provisions of the Condominium Documents and the Condominium Act, or any questions regarding the interpretation of any of the Condominium Documents, shall be governed by the Condominium Act.

## ARTICLE 24.

## SUCCESSORS AND ASSIGNS

The rights and/or obligations of Sponsor and the Non-Residential Unit Owners as set forth in this Declaration and the By-laws shall inure to the benefit of and be binding upon any successor or assignee or designee of Sponsor and the Non-Residential Unit Owners (subject to the limitation set forth for Sponsor's construction lender in the definition of Sponsor herein). The purchaser of all of the then Unsold Units at a foreclosure sale of any existing mortgage of Sponsor shall be deemed a successor of Sponsor as set forth in the preceding sentence (subject to the limitation set forth for Sponsor's construction lender in the definition of Sponsor herein). Sponsor and the Non-Residential Unit Owners shall have the right, at any time, in their sole discretion, to assign or otherwise transfer their interest therein, whether by merger, consolidation, lease, assignment, or otherwise.

## ARTICLE 25.

## CAPTIONS

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

## ARTICLE 26.

## CERTAIN REFERENCES

26.1 Definitions. A reference in this Declaration to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural and vice versa, unless the context otherwise requires.

26.2 Herein, Hereof, Hereunder. 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.

26.3 References. Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of this Declaration.

## ARTICLE 27.

## GENERAL

Except as required by Law, neither Sponsor nor any of its principals shall be subject to any of the restrictions and/or prohibitions with regard to the Units and/or Storage Bins or Storage Bin Licenses and/or Parking Spaces or Parking Space Licenses set forth in this Declaration or the By-laws annexed hereto.

***[SIGNATURE PAGE FOLLOWS]***

IN WITNESS WHEREOF, Sponsor has caused this Declaration to be executed as of the ____ day of _____, 20__.

**SPONSOR:**

WEST VILLAGE RESIDENCES LLC,
a Delaware limited liability company

By: West Village Holdings LLC, its sole member

By: Rudin West Village LLC, managing member

By: _____
Name:
Title: Authorized Signatory

**(ACKNOWLEDGEMENT)**

STATE OF NEW YORK )
s.s.:
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 he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

**EXHIBIT A**

**DESCRIPTION OF THE LAND**

Block 607, Lot 1

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 the corner formed by the intersection of the easterly side of Seventh Avenue with the northerly side of West 11th Street;

RUNNING THENCE easterly along the northerly side of West 11th Street, 425 feet;

THENCE northerly parallel with the easterly side of Seventh Avenue and part of the way through a party wall 103 feet 3 inches to the center line of the block;

THENCE easterly along the center line of the block, 50 feet;

THENCE northerly again parallel with the easterly side of Seventh Avenue, 103 feet 3 inches to the southerly side of West 12th Street, at a point therein distant 475 feet easterly from the easterly side of Seventh Avenue;

THENCE westerly along the southerly side of West 12th Street 475 feet to the comer formed by the intersection of the said southerly side of West 12th Street with the said easterly side of Seventh Avenue; and

THENCE southerly along the said easterly side of Seventh Avenue, 206 feet 6 inches to the first mentioned corner, the point or place of BEGINNING.

**EXHIBIT B**

**DESCRIPTION OF THE UNITS**

BUILDING DESIGNATION: _____

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| UNIT DESIGNATION | NUMBER OF BEDROOMS/ BATHS | UNIT APPROXIMATE TOTAL SQ. FT. | BALCONY/ TERRACE APPROXIMATE TOTAL SQ. FT. | TAX LOT NO | PERCENTAGE OF COMMON INTEREST | PERCENTAGE OF RESIDENTIAL COMMON INTEREST | COMMON ELEMENTS TO WHICH UNIT HAS IMMEDIATE ACCESS |
| | | | | | | | |
| | | | | | | | |

607

**EXHIBIT C**

**DEFINITIONS**

"ACM" shall mean asbestos containing material.

"Amenity Facility" or "Amenity Facilities" shall mean the portions of the Condominium described in Section 5.2 of the Declaration, and shown as Residential Common Element on the Floor Plans, initially consisting initially of a screening room, dining room and kitchen, lounge, children's recreation room and the Exercise Facility, and thereafter consisting of those facilities which the Condominium Board elects to operate and maintain as Amenity Facilities.

"Amenities Operating Agreement" shall mean the written agreement between the Condominium Board (or Sponsor on behalf of the Condominium Board) and the Amenities Operator to operate all or a portion of the Amenity Facilities.

"Amenities Operator" shall mean the party so designated as the operator of all or a portion of the Amenity Facilities in the Amenities Operating Agreement.

"Apartment Units" shall mean all Residential Units other than the Suite Units and Townhouse Units, which Units are more particularly described in Articles 5 and 6 of, and Exhibit B to, the Declaration and Floor Plans.

"Apartment Unit Owner" shall mean the Unit Owner of an Apartment Unit at the time in question.

"Appurtenant Interest" shall mean, with respect to any Unit, the undivided interest of the owner thereof, pursuant to the terms of Section 339-x of the Condominium Act, in and to: (i) the Common Elements, (ii) any other Units owned or leased at the time in question by the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, (iii) any proceeds of the sale or lease of Units of the nature described in subdivision (ii) above, and (iv) any other assets of the Condominium.

"Attorney General" means the Attorney General of the State of New York.

"Building" shall mean any one of the following ten (10) buildings constituting the Condominium:

133 West 11th Street, New York, New York 10011 (the "133 Building");

135 West 11th Street, New York, New York 10011 (the "135 Building");

137 West 11th Street, New York, New York 10011 (the "137 Building");

139 West 11th Street, New York, New York 10011 (the "139 Building");

141 West 11th Street, New York, New York 10011 (the "141 Building");

145 West 11th Street, New York, New York 10011 (the "145 Building");

155 West 11th Street, New York, New York 10011 (the "155 Building"); the 155 Building includes the street addresses of 1 Seventh Avenue and 15 Seventh Avenue (the addresses for the Retail Units), 7 Seventh Avenue (the street address for the Community Facility Unit), and a service entrance addresses at 11 Seventh Avenue;

140 West 12th Street, New York, New York 10011 (the "140 Building"); the 140 Building includes addresses at 144 West 12th Street and 136 West 12th Street;

150 West 12th Street, New York, New York 10011 (the "150 Building"); the 150 Building includes addresses at 158 West 12th Street and 152 West 12th Street; and

160 West 12th Street, New York, New York 10011 (the "160 Building").

The aforementioned ten (10) Buildings are referred to individually as a "Building" and collectively as the "Buildings".

"Buildings Department" shall mean the Department of Buildings of The City of New York or any successor agency.

"Bulk Sales" shall mean the transfer of 10 or more Residential Units or 20% of the total number of Residential Units in the Condominium, whichever is less

"By-laws" shall mean the by-laws governing the operation of the Condominium, which are set forth as Exhibit D to the Declaration, as the same may be amended or supplemented from time to time.

"Cellar Storage Bin" shall mean any Storage Bin located in the Storage Area shown as Residential Common Element on the Floor Plans, and shall include the structural framework and materials out of which the Storage Bin is constructed. Each Cellar Storage Bin shall be deemed a Residential Common Element of the Condominium. Any reference in the Plan to "owning a Cellar Storage Bin" shall mean that Residential Unit Owner has entered into a Cellar Storage Bin License for a Cellar Storage Bin.

"CFPB" shall mean the U.S. Consumer Financial Protection Bureau.

"Closing of Title" or "Closing" or "Closing Date" shall mean the date upon which, among other things, a Unit and its appurtenant Common Interest is conveyed pursuant to an Option Agreement.

"Common Charges" shall mean the charges allocated and assessed by the Condominium Board to the Unit Owners, pro-rata, in accordance with their respective Common Interests (except as otherwise provided in the Declaration or in the By-laws, or in the First Year's Budget) to meet the Common Expenses.

"Common Elements" shall mean the Property, other than the Units themselves, being comprised of the General Common Elements, Residential Common Elements and Limited Residential Common Elements.

"Common Expenses" shall mean all costs and expenses to be incurred generally by the Condominium or the Unit Owners pursuant to the Declaration and/or the By-laws in connection with: (i) the repair, maintenance, replacement, restoration and operation of, and any alteration, addition, or improvement to, the Common Elements, (ii) the establishment and/or maintenance of a general operating reserve, a reserve fund, a fund for working capital, or for replacements with respect to the Common Elements, or to make up any deficit in the Common Charges for any prior year(s), and (iii) generally, the conduct of the affairs of the Condominium. Common Expenses shall be either General Common Expenses attributable to all Unit Owners or Residential Common Expenses attributable to Residential Unit Owners only.

"Common Interest" shall mean the proportionate undivided interest, expressed as a numerical percentage, in the Common Elements appurtenant to each Unit, as determined in accordance with the Declaration. The total of all Common Interest percentages appurtenant to all Units equals 100%. The Common Interest attributable to each Unit is set forth on Exhibit B annexed to this Declaration.

"Community Facility Unit" shall mean the Unit designated as the Community Facility Unit in the Declaration and located on the ground, second, third and fourth floors of the 155 Building, which Unit is more particularly described in Articles 5 and 6 of, and Exhibit B to, the Declaration and Floor Plans, as the same may be divided by the owner of such Unit or provided in the By-laws.

"Community Facility Unit Owner" shall mean any Unit Owner of the Community Facility Unit at the time in question.

"Community Facility Unit Member of the Condominium Board" or "Community Facility Member" shall mean a member of the Condominium Board designated by and representing the Community Facility Unit Owner (or elected by and representing the Community Facility Unit Owners, in the event there is more than one Community Facility Unit) in accordance with the terms of the By-laws.

"Condominium" shall mean The Greenwich Lane, a condominium which was established pursuant to the terms of the Declaration and which is governed pursuant to the terms of the By-laws.

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

"Condominium Board" shall mean the board of managers of the Condominium who will manage the affairs of the Condominium.

"Condominium Documents" shall mean the Declaration, the By-laws and the Rules and Regulations of the Condominium, as the same may be amended or supplemented from time to time.

"Construction Agreement" shall mean the form of construction agreement set forth in Part II of the Plan, as the same may be modified from time to time by the Sponsor or Condominium Board.

"Courtyard/Garden" shall mean the central interior courtyard/garden located between the Buildings, shown as Residential Common Element on the Floor Plans.

"Declarant" shall mean West Village Residences LLC and its successors and assigns.

"Declaration" shall mean the declaration executed by Declarant and recorded in the Register's Office for the purposes of submitting the Property to the provisions of the Condominium Act and establishing a regime for condominium ownership thereof, as the same may be amended or supplemented from time to time.

"Department of Law" shall mean the Real Estate Finance Bureau of the Department of Law of the State of New York.

"Effective Date" shall mean the date upon which Sponsor has declared the Plan effective pursuant to the provisions of the General Business Law.

"Escrow Agent" shall mean Goldfarb & Fleece LLP, having an address at 345 Park Avenue, New York, New York 10154.

"Exercise Facility" shall mean the Residential Common Element fitness center containing a limited amount of exercise equipment, swimming pool, locker area and related rooms in the location designated on the Floor Plans.

"Facilities" shall mean all personal property and fixtures now or hereafter existing in, on, or under the Land or the Buildings and either existing for the common use of the Units or the Unit Owners or necessary or convenient for the existence, maintenance, or safety of the Property. For purposes of illustrating the broad scope of such term and without intention to limit the generality of the foregoing in any respect, the term "Facilities" shall include all systems, equipment, apparatus, convectors, radiators, heaters, converters, heat exchangers, mechanisms, devices, machinery, induction units, fan coil units, motors, pumps, controls, tanks, tank assemblies, installations, condensers, compressors, fans, dampers, blowers, thermostats, thermometers, coils, vents, sensors, shut off valves, other valves, gongs, panels, receptacles, outlets, relays, alarms, sprinkler heads, electric distribution facilities, wiring, wireways, switches, switchboards, circuit breakers, transformers, fittings, siamese connections, hoses, plumbing fixtures, lighting fixtures, other fixtures, bulbs, signs, antennae, telephones, intercom equipment, playground equipment, meters, meter assemblies, scaffolding, piping, lines, ducts, conduits, cables, risers, mains, shafts, pits, flues, locks, hardware, racks, screens, strainers, traps, drains, drainage systems, sewers and/or storm pipes, drywells or detention tanks, catch basins, leaders, filters, incinerators, canopies, closets, cabinets, doors, railings, copings, steps, furniture, mirrors, furnishings, appurtenances, urns, baskets, mail chutes, mail boxes, carpeting, tiles, floor coverings, draperies, shades, window coverings, wallpaper, wall coverings, trees, shrubbery, flowers, plants, horticultural tubs and horticultural boxes.

"Family Members" shall mean the Unit Owner's spouse, domestic partner, and any children (natural or adopted), stepchildren, grandchildren, siblings, nieces, nephews, parents, stepparents, parents-in-law and grandparents of the Unit Owner, the Unit Owner's spouse or domestic partner, who in any event reside in such Unit Owner's Unit.

"Filing Date" shall mean the date a letter is issued by the Department of Law accepting the Plan or an amendment to the Plan, as the case may be, for filing.

"Final Certificate of Occupancy" or "FCO" shall mean the permanent certificate of occupancy to be issued by the Buildings Department for the Condominium.

"First Closing" shall mean the Closing of Title with respect to the first Residential Unit to be conveyed to a Purchaser pursuant to the terms of the Plan.

"First Year's Budget" shall mean the Section of the Plan entitled "Schedule B" – Projected Budget for Projected First Year of Condominium Operation." The First Year's Budget is sometimes referred to herein as "Schedule B."

"Floor Plans" shall mean the floor plans of the Units certified by a professional engineer or licensed architect, filed in the Register's Office simultaneously with the recording of the Declaration together with any supplemental or amended floor plans thereto.

"Force Majeure" shall mean delays caused by an act of God, casualty, weather, fire, flood, explosion, war, riot, sabotage, epidemics, quarantine, acts of terrorism, freight embargos, inability to procure or general shortage of energy, labor (including work stoppages and strikes), equipment, facilities, materials or supplies in the open market, failure of transportation, governmental restrictions, preemptions or approvals, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of Sponsor.

"Foreign Government Purchaser" shall mean any purchaser that is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity).

"Garage Operation Agreement" shall mean that certain agreement between the Garage Unit Owner and the Garage Unit Operator, and any replacement agreement with Garage Unit Operator or any successor Garage Unit Operator.

"Garage Unit" shall mean the Unit designated as the Garage Unit in the Declaration, which Unit is more particularly described in Articles 5 and 6 of, and Exhibit B to, the Declaration and Floor Plans, as the same may be divided by the owner of such Unit or provided in the By-laws.

"Garage Unit Operator" shall mean the party designated as Garage Unit Operator by the Sponsor, and thereafter by the Owner of the Garage Unit, to conduct the operations of the Garage Unit.

"Garage Unit Owner" shall mean the owner of the Garage Unit.

"General Common Elements" shall mean those certain portions of the Common Elements (other than the Units, the Residential Common Elements and the Limited Residential Common Elements), as well as those Facilities therein, 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, as more particularly described in the Declaration and the Floor Plans.

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

"Housing Merchant Implied Warranty Law" shall mean Article 36-B of the New York General Business Law.

"ILSA" shall mean the Interstate Land Sales Full Disclosure Act, 15 U.S.C.A. §1701 et seq.

"Initial Control Period" shall mean the period ending on the later to occur of (i) the Closing of Title with Purchasers under the Plan to Residential Units representing at least 95% in number of all Residential Units offered for sale, or (ii) the issuance of a FCO for the Condominium. Sponsor reserves the right to relinquish voting control of the Condominium Board prior to the expiration of the Initial Control Period.

"Institutional Lender" shall mean (i) a savings bank, savings and loan association, bank or trust company, insurance company, real estate investment trust, mortgage trust, or 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, or (iii) Sponsor, or (iv) with respect to loans secured by any Non-Residential Units only, and without limiting the scope of the foregoing, any lender (or group of lenders) regularly engaged in the business of making, owning or servicing mortgage loans, including, without limitation, a conduit lender.

"Institutional Mortgage" shall mean any first mortgage covering one or more Units, the initial holder of which is either Sponsor or an Institutional Lender.

"Insurance Trustee" shall mean a bank or a trust company, in either event having both an office in the City of New York and a capital surplus and undivided profits of $500,000,000 or more, from time to time appointed to serve as such by the Condominium Board. The initial Insurance Trustee shall be JPMC, the administrative agent for the group of lenders that currently holds a mortgage on the Property, or a successor administrative agent for such lenders, for so long as JPMC, or such successor, continues to

maintain such mortgage (or any portion thereof) on the Property. JPMC, or such successor, may decline such designation as Insurance Trustee at any time, on no less than thirty (30) days notice to the Condominium Board and Sponsor.

"JPMC" shall mean JPMorgan Chase Bank, N.A.

"Land" shall mean the land located in the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of The City of New York as Block 607, Lot 1, as more particularly described in Exhibit A to the Declaration.

"Law" shall mean the laws and ordinances of any or all of the Federal, New York State, New York City, County and Borough governments, including, without limitation, the Landmarks Preservation Commission, the rules, regulations, orders and directives of any or all departments, subdivisions, bureaus, agencies, or offices thereof or of any other governmental, public or quasi-public authorities having jurisdiction over the Property and/or the Condominium which are applicable at the time in question, and all requirements of the Restrictive Declaration. Any statement in the Condominium Documents to the effect that any action or use be in compliance with "Law" or any variation thereof shall be deemed to include compliance with the Restrictive Declaration.

"Limited Residential Common Elements" shall mean those portions of the Common Elements (other than the Units, the General Common Elements and the Residential Common Elements), existing for the use and enjoyment of certain Residential Unit Owners to the exclusion of all other Unit Owners, as more particularly described in the Declaration and the Floor Plans.

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

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

"Managing Agent" shall mean the managing agent or manager of the Condominium at the time in question. The initial Managing Agent shall be RMC.

"Member", "Members", or "Board Member" shall mean a member of the Condominium Board elected or designated, as the case may be, in accordance with the terms of the By-laws.

"Mortgage Representatives" shall mean the representatives of the holders of all mortgages encumbering Units, designated by the holders of Institutional Mortgages in accordance with the terms of the By-laws.

"Non-Residential Unit" shall mean a Retail Unit, Community Facility Unit, Storage Unit or Garage Unit, together with its Common Interest.

"Non-Residential Unit Owner" shall mean the owner of any Non-Residential Unit.

"North Shore LIJ" shall mean Lenox Hill Hospital, its parent North Shore – Long Island Jewish Health System or any affiliated entity.

"Option Agreement" shall mean the agreement to purchase a Unit, the form of which is set forth in Part II of the Plan.

"Parking Space" shall mean any of the parking spaces located in the Garage Unit as designated by the Garage Unit Owner, which parking spaces may be located on the floor of the Garage Unit or may be in so-called "parking stackers".

"Parking Space License" shall mean the agreement to which a Parking Space is licensed to a Residential Unit Owner.

"Parking Space Owner" shall mean any licensee of a Parking Space at the time in question. All such licensees are collectively referred to as the Parking Space Owners.

"Permitted Encumbrances" shall mean those matters encumbering title to a Unit, as more particularly described on Schedule A annexed to the form of Option Agreement.

"Permitted Mortgage" shall mean a first mortgage permitted to be placed upon a Unit pursuant to the provisions of the By-laws.

"Permitted Mortgagee" shall mean any holder of a Permitted Mortgage at the time in question and shall specifically include JPMC, the administrative agent for the group of lenders that currently holds a mortgage on the Property, or a successor administrative agent for such lenders, for so long as JPMC, or such successor, continues to maintain such mortgage (or any portion thereof) on the Property.

"Permitted User" shall mean any officer, director, member, stockholder, principal, partner, employee, agent (including managing, sales and leasing agent), guest, tenant, occupant, customer, invitee, licensee, contractor, Permitted Mortgagee or any other Person related, affiliated or designated by Sponsor, the Condominium Board or a Unit Owner who has permission to use a Unit and/or a portion of the Common Elements, subject to the terms of the Condominium Documents whether written or oral, granted by, (i) a Unit Owner in the case of such Unit Owner's Unit and its appurtenant Common Elements, or (ii) the Condominium Board, or (iii) the Condominium Documents, or (iv) Sponsor.

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

"Plan" shall mean that certain condominium offering plan relating to the Property, as accepted for filing by the Department of Law pursuant to Section 352-e of the General Business Law of the State of New York and any and all amendments thereto.

"Plans and Specifications" shall mean the plans and specifications for the construction of the Condominium which (to the extent required by Law) have been or will be filed with the Buildings Department and which may, from time to time, be amended in accordance with the provisions of the Plan.

"Plaque" shall have the meaning set forth in Article 10 of this Declaration.

"Prohibited Use" shall mean (a) a cabaret or nightclub, or establishment of any capacity with dancing, a discotheque or other live entertainment; (b) any use prohibited in, or not permitted by, the Restrictive Declaration, including, but not limited to, Use Group 12A eating or drinking establishments with entertainment and a capacity of more than 200 persons; (c) a massage parlor, adult bookstore or other establishment selling items of a pornographic nature, (d) a dry cleaner, (e) a substance abuse clinic, (f)

any use involving sleeping or requiring sleeping quarters or domiciliary care facilities, or (g) any use requiring a flue.

"Property" shall mean the Land, the Buildings (and any structures attached thereto), the Units, and all the improvements erected or to be erected on the Land, all easements, rights and appurtenances pertaining thereto and all other property, real, personal, or mixed, used or intended to be used in connection therewith.

"Property Report" shall mean the property report contained in the Statement of Record, as prepared by Sponsor in accordance with ILSA.

"Purchase Price" shall mean the purchase price of a Unit, Storage Bin License, or Parking Space License, as applicable.

"Purchaser" shall mean a purchaser of a Unit pursuant to an Option Agreement.

"Real Property Law" shall mean N.Y. Real Prop. Law § 339 et seq. (or Article 9-B of the New York Real Property Law known as the Condominium Act).

"Register's Office" shall mean the Office of the Register of the City of New York and the County in which the Property is located.

"Reserve Fund" shall mean the reserve fund set forth in Schedule B.

"Resident Manager" shall mean the superintendent for the Condominium.

"Resident Manager's Unit" shall mean Residential Unit RM which Unit is more particularly described in Article 5 and 6 of, and Exhibit B to the Declaration and in the Floor Plans, or any future Unit designated by Sponsor or the Condominium Board as the Resident Manager's Unit.

"Resident Manager's Unit Purchase Price" shall mean the purchase price of the Resident Manager's Unit, together with all transaction costs and expenses.

"Residential Common Elements" shall mean those portions of the Common Elements (other than the General Common Elements or the Limited Residential Common Elements) either existing for the common use of the Residential Units or the Residential Unit Owners or necessary for, or convenient to, the existence, maintenance or safety of the Residential Units, as more particularly described in the Declaration and the Floor Plans. Certain Residential Common Elements may be further limited to use by specified Residential Unit Owners, such as Storage Bins and certain exterior common areas.

"Residential Common Expenses" shall mean all costs and expenses to be incurred generally by the Residential Unit Owners or the Condominium pursuant to the Declaration and/or By-laws in connection with (i) the repair, maintenance, replacement, restoration and operation of, and any alteration, addition, or improvement to, the Residential Common Elements and/or the Limited Residential Common Elements, or (ii) the establishment and/or maintenance of a operating reserve fund for working capital, for replacements with respect to the Residential Common Elements and/or Limited Residential Common Elements.

"Residential Common Interests" shall mean the proportionate undivided interest, expressed as a numerical percentage, of each Residential Unit Owner in the Residential Common Elements. The total of all Residential Common Interest percentages appurtenant to all Residential Units equals 100%. The

Residential Common Interests are the basis for determining a Residential Unit Owner's liability for such Unit Owners share of the Residential Common Expenses.

"Residential Member of the Condominium Board" or "Residential Member" shall mean a Member of the Condominium Board representing the Residential Unit Owners, elected or designated, as the case may be, in accordance with the terms of the By-laws.

"Residential Unit" shall mean any of the residential Units located in the Buildings, consisting of Apartment Units, Townhouse Units, and Suite Units, which Units are more particularly described in Articles 5 and 6 of, and Exhibit B to, the Declaration and Floor Plans. All such Units are, collectively, referred to as the "Residential Units."

"Residential Unit Owners" shall mean any Unit Owner of a Residential Unit at the time in question. All such Unit Owners are, collectively, referred to as the "Residential Unit Owners."

"Restrictive Declaration" shall mean that certain Declaration of Large-Scale General Development dated as of March 26, 2012, made by West Village Residences LLC, as declarant, and recorded April 16, 2012 in CRFN 2012000149442 in the Office of the City Register of the City of New York, as the same may be amended from time to time.

"Retail Unit" shall mean either of the two (2) Retail Units in the Building designated as the Retail Unit 1 and Retail Unit 2 on the Floor Plans and in the Declaration together with such Unit's Common Interest, which Units are more particularly described in Article 5 and 6 of, and Exhibit B to, the Declaration and in the Floor Plans, as same may be divided by the owner of such Unit as provided in the By-laws. All such Units are, collectively, referred to as the "Retail Units".

"Retail Unit Member of the Condominium Board" or "Retail Member" shall mean a Member of the Condominium Board elected by and representing the Retail Unit Owners (or designated by and representing the Retail Unit Owner, if there is ever only one Retail Unit), as the case may be, in accordance with the terms of the By-laws.

"Retail Unit Owner" shall mean the Unit Owner of a Retail Unit at the time in question. All such Unit Owners are, collectively, referred to as the "Retail Unit Owners."

"RMC" shall mean Rudin Management Co., Inc., an affiliate of Sponsor.

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

"Sales Center" shall mean the sales office for the Sponsor or Selling Agent, at a location to be designated by either Sponsor or Selling Agent from time to time.

"Schedule A" shall mean the section of the Plan entitled "Schedule A – Purchase Prices and Related Information".

"Schedule B" shall mean "Schedule B – Projected Budget for First Year of Condominium Operation". Schedule B is sometimes referred to as the First Year's Budget or the budget for the first year of Condominium operation.

"Schedule B-1" shall mean the Section of the Plan entitled "Schedule B – 1 - Projected Individual Energy Costs Budget".

"Selling Agent" shall mean the Selling Agent named in the Plan or any successor Selling Agent at the time in question.

"Special Assessments" shall mean the charges allocated and assessed by the Condominium Board to the Unit Owners, pro-rata in accordance with their respective Common Interest (except as otherwise provided in the Declaration or in the By-laws), in accordance with Section 6.1(C) of the By-laws of the Condominium.

"Sponsor" shall mean West Village Residences LLC, and (if applicable) a Person designated by Sponsor. Pursuant to Section 20.1(c) of the Part 20 regulations of the New York State Department of Law, in the event of a foreclosure, deed in lieu or other transfer wherein Unsold Units owned by West Village Residences LLC, its successors, designees or assigns become the property of the Condominium construction lender or its assignee, the Condominium construction lender shall not become a successor Sponsor unless and until it makes a public offering thereunder.

"Storage Area" shall mean the Residential Common Element storage rooms located in the cellar levels of the 140 Building, the 150 Building and the 160 Building, and the city vault area in which the Vault Storage Bins are located.

"Storage Bin" shall mean any Cellar Storage Bin or Vault Storage Bin, and shall include the structural framework and materials out of which the Storage Bin is constructed. Each Cellar Storage Bin shall be deemed a Residential Common Element of the Condominium. Any reference in the Plan to "owning a Storage Bin" shall mean that Residential Unit Owner has entered into a Cellar Storage Bin License for a Cellar Storage Bin, or a Vault Storage Bin License for a Vault Storage Bin, as applicable.

"Storage Bin License" shall mean the agreement pursuant to which a Storage Bin is licensed to a Residential Unit Owner.

"Storage Unit" shall mean the Non-Residential Unit located in the cellar of the 155 Building, and more particularly described in Article 5 and 6 of, and Exhibit B to, the Declaration and Floor Plans.

"Storage Unit Owner" shall mean the Unit Owner of the Storage Unit at the time in question.

"Suite Unit" shall mean any of the 7 Residential Units located in the 145 Building and 155 Building, which Units are more particularly described in Articles 5 and 6 of, and Exhibit B to, the Declaration and Floor Plans. All such Units are collectively referred to as the "Suite Units".

"Suite Unit Owner" shall mean any Unit Owner of a Suite Unit at the time in question. All such Unit Owners are collectively referred to as the Suite Unit Owners.

"Terrace" shall mean any terrace, balcony, garden, patio, rear yard or front yard which is appurtenant to a Residential Unit as a Limited Residential Common Element and shall include any Facilities attached thereto that were installed as part of the original construction of the Condominium, including, but not limited to, pavers, decking and drains, hose bibs, electrical outlets, lighting and light fixtures and enclosures. All such terraces, balconies, rear yards, front yards, patios or gardens are collectively referred to as the "Terraces".

"Title Company" shall mean New York Land Services, an operating division of Commonwealth Land Title Insurance Company (Tel. No. (212) 490-2277).

"Townhouse Unit" shall mean any of the five (5) townhouse Units located in the Buildings (Unit 133, Unit 135, Unit 137, Unit 139 and Unit 141) which Townhouse Units are more particularly described in Articles 5 and 6 of, and Exhibit B to, the Declaration and Floor Plans.

"Townhouse Unit Owner" shall mean any Unit Owner of a Townhouse Unit at the time in question. All such Unit Owners are, collectively, referred to as the Townhouse Unit Owners.

"Triangle Park" shall mean that certain park to be constructed by Sponsor pursuant to the Restrictive Declaration and located adjacent to the Condominium, consisting of a public access area, which is to be located on land designated for real property tax purposes as Block 617 Lot 1, and consists of a triangle shaped parcel of land located adjacent to the Condominium between West 12th Street, Greenwich Avenue, and Seventh Avenue.

"Unit" shall mean any of the Units designated as a Unit in the Declaration together with its Common Interest. All such Units are collectively referred to as the "Units".

"Unit Floor Plans" shall mean the floor plans set forth as an exhibit in Part II of the Plan.

"Unit Owner" shall mean any person (including Sponsor, if Sponsor owns any Unit) who holds fee title, of record, to one or more Units at the time in question. All such Unit Owners are, collectively, referred to as the "Unit Owners".

"Unit Power of Attorney" shall mean the power of attorney set forth as an exhibit in Part II of this Plan, and shall mean the Residential Unit Power of Attorney with respect to any Residential Units, and the Non-Residential Unit Power of Attorney with respect to any Non-Residential Units.

"Unsold Residential Unit" shall mean any Residential Unit owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained, by Sponsor or a principal of Sponsor at the time in question. All such Unsold Residential Units are, collectively, referred to as the "Unsold Residential Units".

"Unsold Residential Unit Owner" shall mean Sponsor, a principal of Sponsor or (if applicable) a Person designated by Sponsor.

"Unsold Unit" shall mean 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 a principal of Sponsor at the time in question. All such Unsold Units are, collectively, referred to as the "Unsold Units".

"Unsold Unit Owner" shall mean Sponsor, a principal of Sponsor, or (if applicable) a Person designated by Sponsor.

"Vault Storage Bin" shall mean any Storage Bin as shown in the Floor Plans located in the city vault adjacent to the Condominium and shall include the structural framework and materials out of which the Storage Bin is constructed. Any reference in the Plan to "owning a Vault Storage Bin" shall mean that Residential Unit Owner has entered into a Vault Storage Bin License for a Vault Storage Bin.

"Vault Storage Bin License" shall mean the agreement pursuant to which a Vault Storage Bin is licensed to a Residential Unit Owner.

"Zoning Resolution" shall mean the zoning resolution of the City of New York, as amended from time to time, or replacement rule, regulation or resolution pertaining to the development of a zoning lot.

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**EXHIBIT D**

**BY-LAWS**

[TO BE ATTACHED PRIOR TO RECORDATION]

**EXHIBIT E**

**UNIT POWER OF ATTORNEY**

[TO BE ATTACHED PRIOR TO RECORDATION]

# EXHIBIT 8

CONDOMINIUM BY-LAWS

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BY-LAWS

OF

THE GREENWICH LANE

Prepared by:

GOLDFARB & FLEECE LLP
345 PARK AVENUE
NEW YORK, NEW YORK 10154

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INDEX TO BY-LAWS

**Page**


| | | |
|---|---|---|
| ARTICLE 1 | GENERAL | 1 |
| Section 1.1 | Purpose | 1 |
| Section 1.2 | Definitions | 1 |
| Section 1.3 | Applicability of By-laws | 1 |
| Section 1.4 | Application of By-laws | 1 |
| Section 1.5 | Principal Office of the Condominium | 1 |
| ARTICLE 2 | CONDOMINIUM BOARD | 2 |
| Section 2.1 | General | 2 |
| Section 2.2 | Status of the Condominium Board | 2 |
| Section 2.3 | Principal Office of the Condominium Board | 2 |
| Section 2.4 | Powers and Duties of the Condominium Board | 2 |
| Section 2.5 | Certain Limitations on the Powers of the Condominium Board | 7 |
| Section 2.6 | Exercise and Delegation of Powers and Duties | 8 |
| Section 2.7 | Number, Election and Qualification of Members | 9 |
| Section 2.8 | Term of Office of Members | 9 |
| Section 2.9 | Removal and Resignation of Members | 9 |
| Section 2.10 | Vacancies | 10 |
| Section 2.11 | Organizational Meeting of the Condominium Board | 10 |
| Section 2.12 | Regular Meetings of the Condominium Board | 11 |
| Section 2.13 | Special Meetings of the Condominium Board | 11 |
| Section 2.14 | Waiver of Notice of Meetings | 11 |
| Section 2.15 | Quorum of the Condominium Board | 11 |
| Section 2.16 | Conduct of Meetings | 12 |
| Section 2.17 | Decisions by the Condominium Board | 12 |
| Section 2.18 | Compensation of Members | 12 |
| Section 2.19 | Common or Interested Members of the Condominium Board | 12 |
| Section 2.20 | Indemnification of Board Members and Officers | 13 |
| ARTICLE 3 | OFFICERS | 13 |
| Section 3.1 | General | 13 |
| Section 3.2 | President | 13 |
| Section 3.3 | Vice President | 14 |
| Section 3.4 | Secretary | 14 |
| Section 3.5 | Treasurer | 14 |
| Section 3.6 | Election, Term of Office and Qualification of Officers | 14 |
| Section 3.7 | Removal and Resignation of Officers | 14 |
| Section 3.8 | Vacancies | 14 |
| Section 3.9 | Compensation of Officers | 14 |
| Section 3.10 | Indemnification of Officers | 14 |
| ARTICLE 4 | UNIT OWNERS | 15 |
| Section 4.1 | Annual Meetings of the Unit Owners | 15 |
| Section 4.2 | Special Meetings of the Unit Owners | 15 |
| Section 4.3 | Place of Meetings | 15 |
| Section 4.4 | Notice of Meetings | 15 |
| Section 4.5 | Quorum of the Unit Owners | 15 |
| Section 4.6 | Conduct of Meetings | 16 |

**Page**


| | | |
|---|---|---|
| Section 4.7 | Order of Business | 16 |
| Section 4.8 | Voting | 16 |
| Section 4.9 | Election of Residential Members of the Condominium Board | 17 |
| Section 4.10 | Election of Retail Member to the Condominium Board | 18 |
| Section 4.11 | Election of Community Facility Member to the 18 Condominium Board | 18 |
| Section 4.12 | Action Without a Meeting | 18 |
| Section 4.13 | Title to Units | 19 |
| Section 4.14 | Contractual Liability of Unit Owners | 19 |
| ARTICLE 5 | OPERATION OF THE PROPERTY | 19 |
| Section 5.1 | Maintenance and Repairs | 19 |
| Section 5.2 | Alterations, Additions, Improvements, or Repairs in and to Units | 22 |
| Section 5.3 | Alterations, Additions, Improvements or Repairs to the Common Elements | 24 |
| Section 5.4 | Insurance | 26 |
| Section 5.5 | Casualty or Condemnation | 28 |
| Section 5.6 | Use of the Property | 31 |
| Section 5.7 | Use of the Units | 32 |
| Section 5.8 | Use of the Common Elements | 34 |
| Section 5.9 | Rights of Access; Certain Limited Access Areas | 36 |
| Section 5.10 | Modification of the Rules and Regulations | 38 |
| Section 5.11 | Real Estate Taxes | 38 |
| Section 5.12 | Fuel | 38 |
| Section 5.13 | Water Charges and Sewer Rents | 39 |
| Section 5.14 | Electricity | 39 |
| Section 5.15 | Records and Audits | 40 |
| Section 5.16 | Triangle Park Operation | 40 |
| ARTICLE 6 | COMMON CHARGES | 41 |
| Section 6.1 | Determination of Common Expenses and Fixing of Common Charges | 41 |
| Section 6.2 | Payment of Common Charges | 43 |
| Section 6.3 | Statement of Common Charges | 44 |
| Section 6.4 | Common Charge Deposit for Foreign Owners | 45 |
| Section 6.5 | Default in Payment of Common Charges | 45 |
| ARTICLE 7 | SELLING AND LEASING OF UNITS; ASSIGNMENT OF STORAGE BIN LICENSES | 46 |
| Section 7.1 | General | 46 |
| Section 7.2 | Right of First Refusal | 47 |
| Section 7.3 | Acceptance of Offer | 48 |
| Section 7.4 | Failure to Accept Offer | 49 |
| Section 7.5 | Termination of, and Exceptions to, the Right of First Refusal | 49 |
| Section 7.6 | No Severance of Ownership | 50 |
| Section 7.7 | Payment of Common Charges | 51 |
| Section 7.8 | Power of Attorney | 51 |
| Section 7.9 | Gifts and Devises, Etc. | 51 |

**Page**


| | | |
|---|---|---|
| Section 7.10 | Commencement of Time | 51 |
| Section 7.11 | Costs and Expenses | 51 |
| Section 7.12 | Assignment of Storage Bin Licenses | 52 |
| Section 7.13 | Sale or Lease of Non-Residential Units. | 52 |
| Section 7.14 | Sale or Lease of Parking Spaces in the Garage Unit. | 53 |
| Section 7.15 | Resale Fee | 54 |
| ARTICLE 8 | MORTGAGING OF UNITS | 53 |
| Section 8.1 | General | 53 |
| Section 8.2 | Restrictions on Mortgaging | 54 |
| Section 8.3 | Notice of Unpaid Common Charges and Default | 54 |
| Section 8.4 | Performance by Permitted Mortgagees | 54 |
| Section 8.5 | Examination of Books | 55 |
| Section 8.6 | Consent of Mortgagees; Designation of Mortgage Representatives | 55 |
| Section 8.7 | Notice to Permitted Mortgagees | 55 |
| ARTICLE 9 | CERTAIN REMEDIES | 56 |
| Section 9.1 | Self Help | 56 |
| Section 9.2 | Abatement and Enjoinment | 56 |
| Section 9.3 | Remedies Cumulative | 56 |
| Section 9.4 | Costs and Expenses | 57 |
| ARTICLE 10 | ARBITRATION | 57 |
| Section 10.1 | Procedure | 57 |
| Section 10.2 | Variation by Agreement | 57 |
| Section 10.3 | Binding Effect | 57 |
| Section 10.4 | Costs and Expenses | 57 |
| ARTICLE 11 | NOTICES | 58 |
| Section 11.1 | General | 58 |
| Section 11.2 | Waiver of Service of Notice | 59 |
| ARTICLE 12 | AMENDMENTS TO BY-LAWS | 59 |
| Section 12.1 | General | 59 |
| Section 12.2 | Special Amendments | 59 |
| ARTICLE 13 | FURTHER ASSURANCES | 61 |
| Section 13.1 | General | 61 |
| Section 13.2 | Failure to Deliver or Act | 61 |
| ARTICLE 14 | MISCELLANEOUS | 61 |
| Section 14.1 | Inspection of Documents | 61 |
| Section 14.2 | Waiver | 62 |
| Section 14.3 | Conflict | 62 |
| Section 14.4 | Severability | 62 |
| Section 14.5 | Successors and Assigns | 62 |
| Section 14.6 | Gender | 62 |
| Section 14.7 | Captions | 62 |

**Page**

ARTICLE 15 TAX STATUS AS A HOMEOWNERS ASSOCIATION ..... 62
Section 15.1 General ..... 62
Section 15.2 Organization ..... 62
Section 15.3 Inurement ..... 62
Section 15.4 Residential Use ..... 62

ADDENDUM TO THE BY-LAWS RULES AND REGULATIONS ..... 63

# BY-LAWS

## ARTICLE 1

## GENERAL

Section 1.1 *Purpose*. The purpose of these By-laws is to set forth the rules and procedures concerning the conduct of the affairs of the Condominium. The Condominium covers the Property, which consists of: (i) the Land, which is more particularly described in Exhibit A to the Declaration; (ii) the Buildings, which includes, without limitation, the Units, the Common Elements and all easements, rights and appurtenances belonging thereto, and all other property, real, personal, or mixed, intended for use in connection therewith; and (iii) all other property, real, personal, or mixed, intended for use in connection therewith. The Property has been submitted to the provisions of the Condominium Act by the recording of the Declaration in the Register's Office, of which Declaration these By-laws form a part. The purpose of the Condominium is to carry on the acquisition, construction, management, maintenance and care of the Common Elements and to perform related functions with respect to the other portions of the Property.

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

Section 1.3 *Applicability of By-laws*. These By-laws are applicable to the Property and to the use and occupancy thereof.

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

Section 1.5 *Principal Office of the Condominium*. The principal office of the Condominium shall be located either at the Property or at such other place reasonably convenient thereto as may be designated from time to time by the Condominium Board.

## ARTICLE 2

## CONDOMINIUM BOARD

Section 2.1 *General*. As more particularly set forth in Sections 2.4, 2.5 and 2.6 hereof, the affairs of the Condominium shall be governed by the Condominium Board. In exercising its powers and performing its duties under the Declaration and these By-laws, the Condominium Board shall act as, and shall be, the agent of the Unit Owners, subject to, and in accordance with, the terms of the Declaration and these By-laws.

Section 2.2 *Status of the Condominium Board*. Unless and until the Condominium Board shall incorporate in accordance with the terms of Section 2.4 hereof, the Condominium Board shall have, to the extent permitted by Law, the status conferred upon unincorporated associations under, or pursuant to, the terms of the General Association Law of the State of New York. If the Condominium Board shall incorporate in accordance with the terms of Section 2.4 hereof, the Condominium Board shall have, to the extent permitted by Law, the status conferred upon it under, or pursuant to, the terms of the applicable statutes of the State of New York. In either event, however, the Condominium Board shall also have the status conferred upon it under, or pursuant to, the terms of the Condominium Act.

Section 2.3 *Principal Office of the Condominium Board*. The principal office of the Condominium Board shall be located either at the Property or at such other place reasonably convenient thereto as may be designated from time to time by the Condominium Board.

Section 2.4 *Powers and Duties of the Condominium Board*

(A) The Condominium Board shall have all of the powers and duties necessary for, or incidental to, the administration of the affairs of the Condominium, provided, however, that the Condominium Board shall not have such powers and duties that by Law, or pursuant to the terms of the Declaration and these By-laws, may not be delegated to the Condominium Board by the Unit Owners. Without intention to limit the generality of the foregoing in any respect, the Condominium Board shall have the following specific powers and duties:

(i) to operate, maintain, repair, restore, add to, improve, alter and replace the Common Elements, including, without limitation, as the Condominium Board shall deem necessary or proper in connection therewith, (a) the purchase and leasing of supplies, equipment and material and (b) the employment, compensation and dismissal of personnel;

(ii) to acquire, in the name of the Condominium Board or its designee, corporate or otherwise, and on behalf of the Unit Owners, all rights, titles and interests in real and personal property deemed necessary or proper by the Condominium Board for use in connection with the ownership and operation of the Property as a condominium;

(iii) to maintain complete and accurate books and records with respect to the finances and the operation of the Condominium, including without limitation: (a) detailed accounts, in chronological order, of receipts and expenditures affecting the Property; (b) detailed books of account of the Condominium Board; (c)

other financial records, as well as other books of account of the Condominium, as may be required to be kept pursuant to the terms of these By-laws; and (d) minutes and other records of all meetings held pursuant to the terms of these By-laws;

(iv) to adopt a budget for the Condominium for each fiscal year thereof, setting forth, without limitation: (a) a detailed accounting of the anticipated Common Expenses for the ensuing fiscal year and (b) a detailed projection of all sources and amounts of income necessary to discharge the same;

(v) to approve the amount and the means and methods of payment of, and collection of, the Common Charges and Special Assessments from the Unit Owners; provided, however, that in no event shall Common Charges or Special Assessments or other funds received by the Condominium Board in connection with the General Common Elements be utilized to defray any Residential Common Expenses and in no event shall Common Charges or Special Assessments or other funds received by the Condominium Board in connection with the Residential Common Elements be utilized to defray any General Common Expenses;

(vi) to borrow money on behalf of the Condominium in accordance with Section 339-jj of the Real Property Law when required in connection with the operation, maintenance, repair, restoration, improvement, alteration and replacement of the Common Elements, provided, however, that: (a) the affirmative consent of at least 66 2/3% of the Members of the Condominium Board shall be required for the borrowing of any sum in excess of $500,000 in any one fiscal year (regardless of the balance of any loans outstanding from previous fiscal years); and (b) (i) with respect to the operation, maintenance, repair, restoration, improvement, alteration and replacement of the General Common Elements, the affirmative consent of at least 66 2/3%, in aggregate Common Interest, of all Unit Owners shall be required for the borrowing of any sum in excess of $500,000 in any one fiscal year (regardless of the balance of any loans outstanding from previous fiscal years) or (ii) with respect to the operation, maintenance, repair, restoration, improvement, alteration and replacement of the Residential Common Elements and/or the Limited Residential Common Elements, the affirmative consent of at least 66 2/3%, in aggregate Residential Common Interest, of all Residential Unit Owners shall be required for the borrowing of any sum in excess of $500,000 in any one fiscal year (regardless of the balance of any loans outstanding from the previous fiscal years) and the Non-Residential Unit Owners will not be liable for the repayment of any portion of such loan; (c) no lien to secure repayment of any sum borrowed may be created on any Unit or its Appurtenant Interests without the consent of the owner of such Unit; and (d) the documentation executed in connection with any such borrowing shall provide that, if any sum borrowed by the Condominium Board pursuant to this subparagraph (vi) shall not be repaid by the Condominium Board, any Unit Owner who pays to the creditor thereunder such proportion of the then outstanding indebtedness represented or secured thereby as such Unit Owner's Common Interest or Residential Common Interest, as applicable, bears to the aggregate Common Interests of all Unit Owners, or Residential Common Interests of all Residential Unit Owners, as applicable, shall be entitled to obtain from the creditor a release of any judgment or other lien that the said creditor shall have filed, or shall have the right to file against such Unit Owner's Unit;

(vii) to open and maintain bank accounts on behalf of the Condominium and to designate the signatories required therefore which shall at no time

be less than two and that each check drawn on such account shall need at least two signatures;

(viii) to use the Common Charges and Special Assessments collected from Unit Owners, as well as all other funds held by the Condominium Board or received in connection with the operation of the Property, for the administration of the Condominium, including, without limitation: (a) the payment of Common Expenses, (b) the funding of a reserve fund or working capital fund, and/or (c) the making of restorations, additions, alterations and improvements to the Common Elements, subject to (v) above;

(ix) to obtain insurance for the Property, including the Units, pursuant to the terms of Section 5.4 hereof;

(x) to adjust and settle claims under insurance policies obtained pursuant to the terms of Section 5.4 hereof, and to execute and deliver releases upon such adjustment and settlement on behalf of: (a) all Unit Owners (except as otherwise provided herein); (b) all holders of mortgages and other liens on Units; and (c) all holders of any other interest in the Property;

(xi) to make, or to contract with others for the making of, repairs, maintenance, additions and improvements to, and alterations, restorations and replacements of, the Property after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings, all in accordance with the terms of these By-laws;

(xii) to obtain and keep in force fidelity bonds, in amounts deemed appropriate by the Condominium Board, but in no event less than $100,000, for: (a) all Members of the Condominium Board; (b) all officers and employees of the Condominium; and (c) the Managing Agent, and the premiums on all such fidelity bonds shall constitute a part of the Common Expenses;

(xiii) to accept the surrender of any Residential Unit pursuant to the terms of paragraph (D) of Section 6.2 hereof, in the name of the Condominium Board or its designee, corporate or otherwise, and on behalf of all Residential Unit Owners;

(xiv) to purchase, lease, or otherwise acquire Residential Units offered for sale, lease or assignment by their owners, in the name of the Condominium Board or its designee, corporate or otherwise, and on behalf of all Residential Unit Owners but only with the consent of a Majority of Residential Unit Owners;

(xv) to purchase Units at foreclosure or other judicial sales, in the name of the Condominium Board or its designee, corporate or otherwise and on behalf of all Unit Owners but only with the consent of a Majority of Unit Owners;

(xvi) to sell, lease, license, mortgage and otherwise deal with Residential Units and Storage Bins acquired by, and to sublease Residential Units leased by, the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, provided, however, that the Condominium Board or its designees shall in no event be entitled to vote the interest appurtenant to any such Residential Unit;

(xvii) to adopt and amend the Rules and Regulations and to levy and authorize collection of fines against Unit Owners for violations of the Rules and Regulations and these By-laws (any such fines and fees shall be deemed to constitute Common Charges payable by Unit Owners of the Unit against which they are levied) and to adopt and amend Rules and Regulations relating to use by Residential Unit Owners of Amenity Facilities, including rules establishing and implementing fees and security deposits for certain of the Amenity Facilities (including, but not limited to, the children's room and dining room), to enter into any agreement with an Amenities Operator to operate all or part of the Amenity Facilities, and to enter into any agreement to share certain of the Amenity Facilities with the condominium located at 130 West 12th Street, New York, New York in accordance with the terms of the Offering Plan, without need for any Unit Owner vote or consent;

(xviii) to enforce by legal means the terms, covenants and conditions contained in the Condominium Documents and to bring or defend against any proceedings that may be instituted on behalf of, or against, the Unit Owners;

(xix) to incorporate, to the extent and in the manner provided in the Condominium Act, provided, however, that: (a) the certificate of incorporation and by-laws of any such resulting corporation shall conform as closely as practicable to the terms of the Declaration and these By-laws and (b) the terms of the Declaration and these By-laws shall prevail in the event of any inconsistency or conflict between the terms thereof and the terms of such certificate of incorporation and by-laws;

(xx) to organize corporations to act as the designees of the Condominium Board in acquiring title to, or leasing of, Units and in acquiring rights, titles and interests in real and personal property for use in connection with the ownership and operation of the Property as a condominium;

(xxi) to execute, acknowledge and deliver: (a) any and all declarations (including a declaration of single zoning lot) or other instrument affecting the Property that the Condominium Board deems necessary or appropriate to comply with any Law applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Condominium and (b) any consent, covenant, restriction, easement, or declaration affecting the Property that the Condominium Board deems necessary or appropriate;

(xxii) to prepare, execute, acknowledge and record on behalf of all Unit Owners, as their attorney in fact, coupled with an interest, a restatement of the Declaration or these By-laws, whenever, in the Condominium Board's estimation, it is advisable to consolidate and restate all amendments, modification, additions and deletions theretofore made to the same;

(xxiii) to prepare, execute, acknowledge and institute on behalf of all Residential Unit Owners, as their attorney-in-fact, coupled with an interest, protests of real property tax assessments and tax certiorari proceedings with respect to all Units and to assess any costs incurred thereby as a Common Expense;

(xxiv) to commence summary eviction proceedings in the name of or on behalf of the Condominium Board and/or a Unit Owner or Unit Owners, as the case may be, against an authorized guest and/or a Tenant of a Unit Owner if such authorized

guest and/or Tenant does not conform to the Rules and Regulations of the Condominium, annexed hereto as Schedule A, as said Rules and Regulations may at any time and from time to time, be modified, amended or added to in accordance with the terms of these By-laws. All costs in connection with the removal of the authorized guest and/or Tenant, including reasonable attorney's fees, shall be borne by such Unit Owner;

(xxv) to establish policies and procedures and impose move-in fees and charges and transfer fees in connection with the sale, lease or alteration of a Residential Unit and Storage Bin, provided no such fees or charges or other conditions of transfer or lease may be imposed upon Sponsor;

(xxvi) to maintain the Resident Manager's Unit and otherwise deal in any way with respect to such Resident Manager's Unit, including without limitation, the right to (i) assign to Sponsor and/or the institutional lender as additional collateral for the loan, the Condominium's rights in and to receive future income of all types, including the common charges; (ii) create a security interest in, assign, pledge, mortgage or otherwise encumber funds or other real or personal property that it holds; (iii) agree to increase common charges to the extent necessary to pay the amounts due under the loans; and (iv) agree that common charges be treated as trust funds to the extent necessary to make required payments to either Sponsor or the institutional lender;

(xxvii) to prepare, execute and administer Storage Bin Licenses and assignments thereof;

(xxviii) to take any actions required to comply with the obligations of the Condominium under the Restrictive Declaration, including, but not limited to, any actions contemplated by the Restrictive Declaration in connection with the operation of the Triangle Park, including, but not limited to, appointing Condominium Board members to the Board of Triangle Park, entering into any operating agreement relating to the Triangle Park, levying and collecting special assessments from Unit Owners for any amounts necessary to maintain, repair, restore portions of Triangle Park, and spending such amounts as the Condominium Board deems necessary and appropriate to comply with its obligations under the Restrictive Declaration;

(xxix) to carry out any other duties imposed upon the Condominium Board pursuant to the Declaration and these By-laws;

(xxx) to acquire in the name of the Condominium Board or its designee, corporate or otherwise, and on behalf of all Residential Unit Owners, licenses for Storage Bins terminated or surrendered by their licensee to the Condominium;

(xxxi) to adjust the First Year's Budget to reduce the Common Charges if the services or facilities anticipated to in place at the First Closing are not available at the First Closing; and

(xxxii) from and after the fifth ($5^{th}$) anniversary of the First Closing, if the Residential Unit Owners of any Building in the Condominium upon written election vote of 80% or more of the aggregate Common Interest held by Residential Unit Owners

in such Building, to renovate their existing Building lobby and/or hallway areas, to levy a Special Assessment exclusively on all Residential Unit Owners in the affected Building.

(B) The Condominium Board shall be responsible for carrying out the duties imposed upon it under the Condominium Documents regardless of whether a Unit is vacant or occupied by the owner thereof or by a permitted lessee or other permitted occupant.

Section 2.5 *Certain Limitations on the Powers of the Condominium Board*.

(A) Notwithstanding anything to the contrary contained in these By-laws, During the first five (5) years following the First Closing, and so long as Sponsor continues to own at least 25% in number of all Residential Units, the Condominium Board may not, without Sponsor's prior written consent:

(i) make any addition, alteration, or improvement to the Common Elements or to any Unit, unless the same shall be required by Law.;

(ii) assess any Common Charges or Special Assessments for the creation of, addition to, or replacement of, or the addition to, all or any part of a working capital, reserve, contingency or surplus fund, including, but not limited to, working capital, reserves, contingency or surplus funds for the Triangle Park;

(iii) increase or decrease the number of, or change the kind of employees from those described in the First Year's Budget;

(iv) enter into any service or maintenance contracts for work or otherwise contract for work or otherwise provide services in excess of those described the First Year's Budget set forth in the Plan;

(v) borrow money on behalf of the Condominium; or

(vi) exercise a right of refusal to lease or purchase a Unit.

However, Sponsor may not diminish or eliminate services, facilities or any line items set forth in the First Year's Budget and Sponsor's written consent shall not be necessary to perform any function or take any action described in clauses (i) through (vi) above, if, and only if, the performance of such function or the carrying out of such action is necessary, and no other alternative is available, to enable the Condominium Board to: (i) comply with Law; or (ii) remedy any notice of violation; or (iii) remedy any work order of the Condominium's insurer.

(B) Notwithstanding anything to the contrary contained in these By-laws, all determinations of the Condominium Board which affect only:

(i) the Residential Units and do not materially and adversely affect the use and operation of the Non-Residential Units shall be made by the Members of the Condominium Board elected or designated by the Residential Unit Owners;

(ii) a Retail Unit and does not materially and adversely affect the use and operation of the Residential Units or other Non-Residential Units shall be made by the Member of the Condominium Board elected by the Retail Unit Owners;

(iii) a Community Facility Unit and does not materially and adversely affect the use and operation of the Residential Units or other Non-Residential Units shall be made by the Member of the Condominium Board elected by the Community Facility Unit Owner(s);

(iv) the Garage Unit and does not materially and adversely affect the use and operation of the Residential Units or other Non-Residential Units shall be made with the consent of the Garage Unit Owner; and

(v) the Storage Unit and does not materially and adversely affect the use and operation of the Residential Units or other Non-Residential Units shall be made with the consent of the Storage Unit Owner.

Any dispute as to whether or not a determination materially and adversely affects the use and operation of any Units shall be settled by arbitration in accordance with Article 10 hereof. No dispute with respect to whether a determination materially and adversely affects a Unit shall be deemed to exist unless the objecting party specifies the grounds for its objection in writing to the Condominium Board within 10 business days of receipt by it of notice of such determination.

(C) Notwithstanding anything to the contrary contained in these By-Laws, the Condominium Board shall not change the method of allocation of Common Expenses as provided in the First Year's Budget or change or increase the type or amount of building services or employees servicing any Non-Residential Unit without the consent of the affected Non-Residential Unit Owner. Any dispute with respect to the method of allocation of Common Expenses shall be decided by arbitration in accordance with Article 10 hereof. The provisions of this Section 2.5(c) may not be amended without the prior written consent of the Non-Residential Unit Owners.

Section 2.6 *Exercise and Delegation of Powers and Duties*.

(A) Any act within the power of the Condominium Board to perform, and deemed necessary or desirable to be performed by the Condominium Board, shall be performed by the Condominium Board or shall be performed on its behalf and at its direction by the agents, employees, or designees of the Condominium Board.

(B) The Condominium Board may appoint an executive committee by duly adopted resolution, which executive committee shall have, and may exercise, all of the powers of the Condominium Board, subject to both the exceptions and limitations as the Condominium Board may from time to time deem appropriate, during the intervals between the meetings of the Condominium Board. In addition, the Condominium Board may from time to time appoint, by duly adopted resolutions, such other committees as the Condominium Board may deem appropriate to perform such duties and services as the Condominium Board shall direct, each of which committees shall have, and may exercise, all of the powers delegated to it in its enabling resolution, subject, however, to the exceptions and limitations contained in paragraph (D) of this Section 2.6. The executive committee and each other committee shall consist of three (3) Members of the Condominium Board.

(C) The Condominium Board may employ a Managing Agent to serve at a compensation approved by the Condominium Board and to perform such duties and services as the Condominium Board shall direct. Subject to the exceptions and limitations contained in

paragraph (D) of this Section 2.6, the Condominium Board may delegate to the Managing Agent any of the powers granted to the Condominium Board in these By-laws.

(D) Notwithstanding anything to the contrary contained in this Section 2.6, the executive committee and the Managing Agent shall neither have nor be entitled to exercise, and the Condominium Board shall not delegate to either of them or to any other committee, the powers or duties described in subparagraphs (ii), (iv), (v), (vi), (xiii), (xiv), (xv), (xvi) and (xvii) of paragraph (A) of Section 2.4 hereof. In addition, neither the Managing Agent nor any of the committees described in paragraph (B) of this Section 2.6 shall have, or be entitled to exercise, any of the powers of the Condominium Board, except to the extent permitted by Law.

Section 2.7 *Number, Election and Qualification of Members*. Until the first annual meeting of the Unit Owners held pursuant to the terms of Section 4.1 hereof, the Condominium Board shall consist of three (3) individuals, all of whom are to be designated from time to time by Sponsor. From and after the first annual meeting of the Unit Owners and for so long as Sponsor continues to own at least one (1) Unsold Unit, the Condominium Board shall consist of nine (9) individuals, seven (7) of whom shall be elected and/or designated in accordance with the terms of these By-laws by the Residential Unit Owners (including Sponsor) (collectively, the "Residential Members"), one (1) of whom shall be elected by the two (2) Retail Unit Owners (the "Retail Member") and one (1) of whom shall be designated by the Community Facility Unit Owner (or elected by the Community Facility Unit Owners, if there is more than one Community Facility Unit Owner at the time in question) (the "Community Facility Unit Member"). The Garage Unit Owner and the Storage Unit Owner shall not be entitled to a Member on the Condominium Board. Except for Members designated by Sponsor and/or by the Non-Residential Unit Owners pursuant to the terms of this Section 2.7 or of Section 2.10 or 4.9 hereof, all Members of the Condominium Board shall be either: (i) individual Unit Owners or adult family members of an individual Residential Unit Owner; (ii) individual Permitted Mortgagees; or (iii) officers, directors, shareholders, partners, principals, employees, or beneficiaries of corporations, partnerships, fiduciaries, or any other entities that are Unit Owners or Permitted Mortgagees. After the Initial Control Period, a majority of the Residential Members of the Condominium Board must be owner-occupants of the Condominium who are unrelated to Sponsor or its principals. The Retail Member need not be a Retail Unit Owner, nor must he or she have any relationship to the Retail Unit Owners, but he or she must be the elected or appointed as the Retail Member by a majority of Common Interest of the Retail Unit Owners. If there is ever more than one Community Facility Unit Owner, then the Community Facility Unit Member need not be a Community Facility Unit Owner, nor must he or she have any relationship to the Community Facility Unit Owners, but he or she must be the elected or appointed as the Community Facility Unit Member by a majority of Common Interest of the Community Facility Unit Owners. In addition, no individual may be elected to serve on the Condominium Board, (nor may continue to serve on the Condominium Board) if the Condominium Board has perfected a lien against such Unit and the amount necessary to release such lien has not been paid at the time of such election, or so long as such lien remains unpaid. In no event may more than one individual of a designated Unit serve on the Condominium Board or as an officer of the Condominium Board at the same time during the term of office.

Section 2.8 *Term of Office of Members*. The term of office of the three (3) Members of the Condominium Board designated by Sponsor prior to the first annual meeting of the Residential Unit Owners shall expire when the nine (9) individuals to be elected and/or designated at such meeting are so elected and qualified or designated, as the case may be. The term of office of each of the nine (9) individuals elected and qualified or designated, as the case may be, at the first annual meeting of the Unit Owners pursuant to the terms of Section 4.9

hereof, shall be fixed at 1 year. Notwithstanding anything to the contrary contained in this Section 2.8, however, each Member of the Condominium Board shall serve until a successor shall be elected and qualified or designated, as the case may be.

Section 2.9 *Removal and Resignation of Members*.

(A) Any Member of the Condominium Board who was elected thereto either by the Residential Unit Owners, pursuant to the terms of Section 4.9 hereof, or by the Condominium Board, pursuant to the terms of Section 2.10 hereof, may be removed from office with or without cause, by a vote of a Majority of Residential Unit Owners. Any Residential Member of the Condominium Board whose proposed removal is to be acted upon at a meeting of the Residential Unit Owners shall be given prior written notice thereof and an opportunity to be present and heard thereat. Any Member of the Condominium Board who was designated as such by Sponsor pursuant to the terms of Section 2.7, 2.10, or 4.9 hereof, may be removed, with or without cause, only by Sponsor. If any Member of the Condominium Board who was designated by Sponsor is removed, the successor shall also be designated by Sponsor. Any Member of the Condominium Board who was elected by the Retail Unit Owners may be removed, with or without cause, only by majority vote of the Common Interests of the Retail Unit Owners. If any Member of the Condominium Board who was elected or designated by the Retail Unit Owners is removed, the successor shall also be elected by majority vote of the Common Interests of the Retail Unit Owner. Any Member of the Condominium Board who was elected or designated by the Community Facility Unit Owner may be removed, with or without cause, only by the Community Facility Unit Owner (or by majority vote of the Common Interests of the Community Facility Unit Owners, if there is more than one Community Facility Unit at the time). If any Member of the Condominium Board who was elected or designated by the Community Facility Unit Owner is removed, the successor shall also be designated by the Community Facility Unit Owner (or elected by majority vote of the Common Interests of the Community Facility Unit Owners, if there is more than one Community Facility Unit at the time).

(B) Any Member of the Condominium Board may resign such Member's membership at any time by giving written notice thereof to the Condominium Board. In addition, any Member of the Condominium Board who shall cease to be qualified for membership pursuant to the terms of Section 2.7 hereof shall be deemed to have resigned such Member's membership effective as of the date upon which such qualification shall cease.

Section 2.10 *Vacancies*.

(A) Any vacancy on the Condominium Board that is caused by the removal, resignation, or death of a Member who was elected thereto by the Residential Unit Owners shall be filled by an individual who is qualified to be a Member pursuant to the terms of Section 2.7 hereof and who is elected by a vote of the majority of the Members of the Condominium Board elected or designated by the Residential Unit Owners then in office. A special meeting of the Condominium Board shall be held for the purpose of filling any such vacancy promptly after the occurrence thereof, and the election held thereat shall be effective to fill such vacancy even if the number of Members present at such meeting shall not constitute a quorum.

(B) Any vacancy on the Condominium Board that is caused by the removal, resignation, or death of a Member who was designated as such or elected by Sponsor shall be filled by an individual designated by Sponsor. Any vacancy on the Condominium Board that is caused by the removal, resignation or death of the Community Facility Member shall be filled by an individual designated by the Community Facility Unit Owner (or elected by the majority vote

of the Common Interests of the Community Facility Unit Owners, if there is more than one Community Facility Unit at the time). Any vacancy on the Condominium Board that is caused by the removal, resignation or death of the Retail Member shall be filled by an individual elected by majority vote of the Common Interests of the Retail Unit Owners.

(C) Each Member of the Condominium Board who is elected thereto or designated as such to fill a vacancy pursuant to the terms of paragraph (A) or (B), respectively, of this Section 2.10 shall serve as a Member of the Condominium Board for the remainder of the term of the Member replaced and until a successor shall be selected and qualified at the appropriate annual meeting of the Residential Unit Owners pursuant to the terms of Section 4.9 hereof.

Section 2.11 *Organizational Meeting of the Condominium Board*. The first meeting of the Condominium Board following each annual meeting of the Unit Owners shall be held within 10 days of such annual meeting, at such time and place as shall be both fixed informally by a majority of the Members of the Condominium Board and designated by the Secretary in a written notice given to all Members thereof by personal delivery, mail, or telegram not later than five business days prior to such date. At such meeting, the officers of the Condominium Board shall be elected.

Section 2.12 *Regular Meetings of the Condominium Board*. Regular meetings of the Condominium Board may be held at such time and place as shall be determined from time to time by a majority of the Members thereof, provided that at least 4 such meetings shall be held during each fiscal year. Written notice of all regular meetings of the Condominium Board shall be given by the Secretary to each Member thereof by personal delivery, mail, overnight courier, facsimile or e-mail, at least 5 business days prior to the day named for such meeting.

Section 2.13 *Special Meetings of the Condominium Board*. The President may call a special meeting of the Condominium Board whenever the President deems the same to be necessary or desirable. However, the President shall call such a meeting upon the written request of 3 or more Members of the Condominium Board. Written notice of all special meetings shall be given by the Secretary to each Member thereof by personal delivery, mail, overnight courier, facsimile, or e-mail at least 3 business days prior to the day named for such meeting, which notice shall state the time, place and purpose of the meeting.

Section 2.14 *Waiver of Notice of Meetings*. Any Member of the Condominium Board may, at any time, waive notice of any meeting thereof in writing, and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Member of the Condominium Board at any meeting thereof shall constitute a waiver by the Member of notice of the time and place thereof. If all of the Members of the Condominium Board are present at any meeting thereof, no notice of such meeting shall be required and any business may be transacted at such meeting.

Section 2.15 *Quorum of the Condominium Board*. A quorum of the Condominium Board is required to be present at a Condominium Board meeting in order to make any determination or to transact any business, except as otherwise expressly set forth in these By-laws. To constitute a quorum of the Condominium Board, the following number of Members of the Condominium Board shall be present at the Condominium Board meeting:

(A) Attendance of a majority of all of the Members of the Condominium Board will be required for any business relating to the General Common Elements, the General

Common Expenses, or, all or a portion of both the Residential Units and the Non-Residential Units.

(B) Attendance of a majority of the Residential Members of the Condominium Board will be required for any business relating solely to the Residential Common Expenses, the Residential Common Elements, or all or a portion of the Residential Units.

In connection therewith, one or more Members of the Condominium Board may participate in any meeting thereof by means of a conference telephone or similar communications equipment permitting all individuals participating in the meeting to hear each other at the same time, and such participation shall constitute presence at such a meeting for all purposes. If, at any meeting of the Condominium Board, there shall be less than a quorum present, a majority of the Members of the Condominium Board in attendance may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business that might have been transacted at the meeting originally called but for the lack of a quorum may be transacted without further notice.

Section 2.16 *Conduct of Meetings*. The President shall preside at all meetings of the Condominium Board, and the Secretary shall faithfully record the minutes thereof, which minutes shall include the full text of all resolutions duly adopted by the Condominium Board and a record of all transactions and proceedings occurring thereat. The then current edition of Robert's Rules of Order, or any other rules of procedure from time to time acceptable to a majority of the Condominium Board, shall govern the conduct of the meetings of the Condominium Board unless the same shall be in conflict with the terms of the Declaration, these By-laws, or the Condominium Act.

Section 2.17 *Decisions by the Condominium Board*. Except as otherwise provided in the Declaration or these By-laws:

(A) The vote of a majority of the Members attending a duly constituted meeting of the Condominium Board at which a quorum is present shall decide all matters on behalf of the Condominium Board relating solely to the General Common Elements, the General Common Expenses, or, all or a portion of both the Residential Units and the Non-Residential Units.

(B) The vote of a majority of those Residential Members attending a duly constituted meeting of the Residential Members at which a quorum is present shall decide all matters on behalf of the Condominium Board relating solely to the Residential Common Expenses; the Residential Common Elements; or, all or a portion of the Residential Units.

Alternatively, any decision that is required or permitted to be made by the Condominium Board may be made without a meeting thereof if all of the Members of the Condominium Board shall individually or collectively consent in writing to such decision, and all such written consents shall be duly filed by the Secretary of the Condominium in the minutes of the Condominium Board.

Section 2.18 *Compensation of Members*. No Member of the Condominium Board shall receive any compensation from the Condominium for acting as such.

Section 2.19 *Common or Interested Members of the Condominium Board*. Each Member of the Condominium Board shall perform duties, and shall exercise powers, in good faith

and with a view to the interests of the Condominium. To the extent permitted by Law, no contract or other transaction between the Condominium Board and either (i) any of its Members or (ii) any corporation, partnership, fiduciary, firm, association, or other entity in which any of the Members of the Condominium Board are officers, directors, employees, partners, fiduciaries, beneficiaries, or principals, or are otherwise interested, pecuniarily or otherwise, shall be deemed either void or voidable because either (a) any such Member of the Condominium Board was present at the meeting or meetings of the Condominium Board during which such contract or transaction was discussed, authorized, approved, or ratified, or (b) the vote of any such Member was counted for such purpose; provided, however, that either: (x) the fact thereof was disclosed to, or known by, the Condominium Board or a majority of the Members thereof and noted in the minutes thereof, and the Condominium Board shall authorize, approve, or ratify such contract or transaction in good faith by a vote of a majority of the entire Condominium Board, less the number of such Members; or (y) the fact thereof is disclosed to, or known by, a Majority of Unit Owners, and a Majority of Unit Owners shall authorize, approve, or ratify such contract or transaction.

Any such Member of the Condominium Board may be counted in determining the presence of a quorum of any meeting of the Condominium Board that authorizes, approves, or ratifies any such contract or transaction, but no such Member shall be entitled to vote thereat to authorize, approve, or ratify such contract or transaction.

Section 2.20 *Indemnification of Board Members and Officers*. To the extent permitted by Law, the Members of the Condominium Board and the officers thereof shall have no personal liability with respect to any contract, act or omission of the Condominium Board or of any Managing Agent or manager in connection with the affairs or operation of the Condominium (except in their capacities as Unit Owners) and the liability of any Unit Owner with respect thereto shall be limited as set forth in Section 4.14 hereof. This indemnification obligation below shall include all actions taken by Condominium Board Members and officers (in such capacity as Members and officers of the Condominium, or as members or officers on any organization governing the Triangle Park) relating to compliance with the Restrictive Declaration and the Condominium's obligations with respect to the Triangle Park. Every contract made by the Condominium Board or by the Managing Agent shall state that it is made by the Condominium Board or the Managing Agent, only as agent for all Unit Owners and that the Members of the Condominium Board or the Managing Agent shall have no personal liability thereon (except in their capacities as Unit Owners). To the extent permitted by Law, the Members of the Condominium Board and officers thereof shall have no liability to Unit Owners except that a Member of the Condominium Board (and officers thereof) shall be liable for such Member's (or officer's, as the case may be) own bad faith or willful misconduct. All Unit Owners shall jointly, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify each Member of the Condominium Board and the officers thereof against any liability or claim except those arising out of such Member's (or officer's) own bad faith or willful misconduct. The Condominium Board may contract or effect any other transaction with any Member or officer of the Condominium Board, any Unit Owner, Sponsor or any affiliate of any of them without incurring any liability for self-dealing, except in cases of bad faith or willful misconduct.

## ARTICLE 3

## OFFICERS

Section 3.1 *General*. The principal officers of the Condominium shall be the President, the Vice President, the Secretary and the Treasurer. The Condominium Board may appoint an Assistant Treasurer, an Assistant Secretary and such other officers as in its discretion may be necessary or desirable. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed, upon the direction of the Condominium Board, by any two officers of the Condominium or by such lesser number of officers or by such other Person or Persons as may be designated from time to time by the Condominium Board.

Section 3.2 *President*. The President shall be the chief executive officer of the Condominium and shall preside at all meetings of the Unit Owners and of the Condominium Board. The President shall have all of the general powers and duties that are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York (hereinafter referred to as the "BCL"), including, but not limited to, the power to appoint the members of all committees created by the Condominium Board from amongst the Unit Owners from time to time as the President may decide, in the President's discretion, are appropriate to assist in the conduct of the affairs of the Condominium.

Section 3.3 *Vice President*. The Vice President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act. If both the President and the Vice President are unable to act, the Condominium Board shall appoint some other Member of the Condominium Board to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall be imposed upon the Vice President from time to time by the Condominium Board or by the President.

Section 3.4 *Secretary*. The Secretary shall keep the minutes of all meetings of the Unit Owners and of the Condominium Board. The Secretary shall have charge of such books and papers as the Condominium Board shall direct and, in general, shall perform all of the duties that are incident to the office of secretary of a stock corporation organized under the BCL.

Section 3.5 *Treasurer*. The Treasurer shall have the care and custody of the funds and securities of the Condominium and shall be responsible for keeping full and accurate financial records and books of account thereof, showing all receipts and disbursements necessary for the preparation of all required financial data. The Treasurer shall be responsible for the deposit of all funds and other securities in the name of the Condominium Board or in the name of the Managing Agent in such depositories as may from time to time be designated by the Condominium Board and, in general, shall perform all of the duties incident to the office of treasurer of a stock corporation organized under the BCL.

Section 3.6 *Election, Term of Office and Qualification of Officers*. Each of the officers of the Condominium shall be elected annually by a majority vote of all Members of the Condominium Board taken at the organizational meeting of each new Condominium Board, and shall serve at the pleasure of the Condominium Board. The President, Vice President, and the Treasurer shall be elected from amongst the Members of the Condominium Board. Such officers need not be Unit Owners and need not have any interest in the Condominium if they are designated by Sponsor. Such officers must be Unit Owners if they are elected or designated by the other Unit Owners. The other officers of the Condominium Board need not be Unit Owners and need not have any interest in the Condominium.

Section 3.7 *Removal and Resignation of Officers*. Any officer of the Condominium Board may be removed from office, with or without cause, by an affirmative vote of a majority of the Members of the Condominium Board. In addition, any officer may resign at

any time by giving written notice to the Condominium Board. Finally, if the President, Vice President, or the Treasurer of the Condominium shall cease to be or shall be suspended as a Member of the Condominium Board during their term of office, such officer shall be deemed to have resigned office effective upon the date upon which the membership shall cease.

Section 3.8 *Vacancies*. Any vacancy in an office shall be filled by a majority vote of the Condominium Board at any regular meeting of the Condominium Board or at a special meeting thereof called for such purpose.

Section 3.9 *Compensation of Officers*. No officer of the Condominium shall receive any compensation from the Condominium for acting as such.

Section 3.10 *Indemnification of Officers*. Each officer shall be indemnified as set forth in Paragraph 2.20.

## ARTICLE 4

## UNIT OWNERS

Section 4.1 *Annual Meetings of the Unit Owners*. The first annual meeting of the Unit Owners shall be held approximately 30 days after the later to occur of (i) the second anniversary of the First Closing; or (ii) the Closing of Title with Purchasers under the Plan of Residential Units representing at least 50% in both number and aggregate Common Interests of all Residential Units offered for sale. At such meeting, a nine (9) Member Condominium Board shall be elected, as provided both in this Article 4 and in Article 2 hereof. Thereafter, annual meetings of the Unit Owners shall be held on or about the anniversary date of the first annual meeting. At each such subsequent meeting, the Unit Owners (including Sponsor) shall elect successors to the Members of the Condominium Board whose term of office expires on the day of such meeting and shall transact such other business as may properly come before such meeting.

Section 4.2 *Special Meetings of the Unit Owners*. The President shall call a special meeting of the Unit Owners whenever so directed by a duly adopted resolution of the Condominium Board or upon receipt by the Secretary of a petition calling for such meeting signed by Unit Owners having, in the aggregate, not less than 40% of the Common Interests of all Unit Owners (excluding the Common Interests appurtenant to the Non-Residential Units). Each such resolution or petition shall set forth, in reasonable detail, the purposes for calling such a meeting, and no business shall be transacted at such special meeting except business reasonably related to such stated purposes.

Section 4.3 *Place of Meetings*. Meetings of the Unit Owners shall be held at the principal office of the Condominium or at such other suitable and convenient place in the Borough in which the Property is located as may be designated by the Condominium Board.

Section 4.4 *Notice of Meetings*.

(A) The Secretary of the Condominium shall give notice of each annual or special meeting of the Unit Owners to all Unit Owners then of record entitled to vote at such meeting, which notice shall set forth the purpose, time and place of such meeting. Such notice may be given to any Unit Owner by personal delivery or mail addressed to the Unit Owner's

address at the Property, not less than 10 nor more than 40 days prior to the day fixed for the meeting. Any Unit Owner may designate an address for the giving of notice other than such Unit Owner's address at the Property by giving written notice thereof to the Secretary of the Condominium not less than 10 days prior to the giving of notice of the applicable meeting. All notices sent pursuant to the terms of this Section 4.4 shall be deemed given when mailed in the State of New York, provided, however, that notices of change of address, notices designating additional addresses and notices deposited in a United State Postal Services depository located outside of the State of New York shall be deemed to have been given when received.

(B) If the business to be conducted at any meeting of the Unit Owners shall include the consideration of a proposed amendment to the Declaration or to these By-laws, the notice of such meeting shall be mailed to all Unit Owners at least 30 days prior to the day fixed for such meeting and shall be accompanied by a copy of the text of such proposed amendment.

Section 4.5 *Quorum of the Unit Owners*. Except as otherwise provided in these By-laws, the presence, in person or by proxy, of Unit Owners owning Units to which 40% or more of the aggregate Common Interests appertain (excluding the Common Interests appurtenant to the Non-Residential Units) shall constitute a quorum at all meetings of the Unit Owners. If, at any meeting of the Unit Owners, there shall be less than a quorum present, a majority of the Unit Owners present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time fixed for the original meeting.

Section 4.6 *Conduct of Meetings*. The President shall preside at all meetings of the Unit Owners, and the Secretary shall faithfully record the minutes thereof, which minutes shall include the full text of all resolutions duly adopted by the Unit Owners and a record of all transactions and proceedings occurring thereat. The then current edition of Robert's Rules of Order, or any other rules of procedure acceptable to a majority of the Unit Owners present at any meeting, in person or by proxy, shall govern the conduct of the meetings of the Unit Owners, unless the same shall be in conflict with the terms of the Declaration, these By-laws, or the Condominium Act. All votes of the Unit Owners shall be tallied by the persons appointed by the presiding officer of the meeting.

Section 4.7 *Order of Business*. The order of business at all meetings of the Unit Owners shall be as follows:

(A) Roll call;

(B) Proof of notice of meeting;

(C) Reading of the minutes of the preceding meeting (unless waived);

(D) Reports of officers of the Condominium;

(E) Reports of Members of the Condominium Board;

(F) Reports of committees;

(G) Election of inspectors of election (when so required);

(H) Election of Members of the Condominium Board (when so required);

(I) Unfinished business; and

(J) New business.

The order of business at meetings of Unit Owners can be adjusted in the sole discretion of the Condominium Board.

Section 4.8 *Voting*.

(A) Subject to the terms of Section 4.9 hereof, each Unit Owner (including Sponsor for so long as Sponsor shall own any Unsold Unit) shall be entitled to cast 1 vote at all meetings of the Unit Owners for each percentage of Common Interest attributable to such Unit Owner's Unit(s).

(B) Notwithstanding the terms contained in paragraph (A) hereof, no Unit Owner may vote at any meeting of the Unit Owners if the Condominium Board has perfected a lien against such Unit Owner's Unit and the amount necessary to release such lien has not been paid at the time of such meeting. In addition, neither the Condominium Board nor any designee thereof shall be entitled to vote the Common Interest appurtenant to any Unit owned by the Condominium Board or such designee. The Common Interests of all Units whose owners are precluded from voting pursuant to the terms of this paragraph (B) will be excluded when computing the aggregate Common Interests of all Unit Owners for voting purposes.

(C) A fiduciary shall be the voting Member with respect to a Unit owned in a fiduciary capacity. In addition, if 2 or more Persons own a Unit, they shall designate 1 Person amongst them to vote the Common Interest appurtenant to their Unit in a writing given to the Secretary of the Condominium, and the vote of such designee shall be binding upon all of such Persons. Failing such a designation, all of such Persons shall mutually vote such Common Interest under 1 ballot without division, and the concurrence of all such Persons shall be conclusively presumed if any one of them purports to vote such Common Interest without protest being contemporaneously made to the individual presiding over the meeting at which such vote is taken. If protest is made, the Common Interest appurtenant to such Unit shall be counted solely for the purpose of determining whether a quorum is present for such voting.

(D) The owner of any Unit may designate any Person to act as a proxy on such Unit Owner's behalf. The designation of any such proxy shall be made in a written notice both signed and dated by the designator and delivered to the Secretary of the Condominium at or before the appointed time for the meeting(s) during which the same is to be effective. Any such designation shall be revocable at any time upon written notice given to the Secretary of the Condominium; however, no revocation of such designation shall be effective with respect to any votes cast by such proxy prior to the receipt of such revocation notice by the Secretary of the Condominium or, if such revocation is made at a meeting of the Unit Owners during which the Secretary of the Condominium is not in attendance, by the individual acting as the secretary of such meeting. No proxy shall be effective for a period in excess of 6 months after the date thereof, except with respect to the designation of a Permitted Mortgagee to act as the proxy of its mortgagor(s).

Section 4.9 *Election of Residential Members to the Condominium Board*.

(A) When voting for Residential Members of the Condominium Board, each Residential Unit Owner (including Sponsor for so long as Sponsor shall own any Unsold

Residential Units) shall be entitled to cast 1 vote for each .0001% of Common Interest attributable to the Unit(s) per Residential Member to be elected. However, nothing contained herein shall be deemed either to permit any Residential Unit Owner to cumulate the votes attributable to the ownership of a Residential Unit in favor of any one or more Residential Members to be elected. In addition, the terms of paragraphs (B), (C) and (D) of Section 4.8 hereof shall apply to all elections of Residential Members of the Condominium Board.

(B) All elections of Residential Members of the Condominium Board shall be by written ballot, and each ballot cast shall state: (i) the name of the voting Residential Unit Owner and, if such ballot is cast by proxy, the name of the proxy; (ii) the designation number(s) of the Residential Unit(s) owned by the voting Residential Unit Owner; (iii) the percentage(s) of the Common Interest appurtenant to such Residential Unit(s); and (iv) the names of the candidates for whom such ballot is cast (the number of which names shall not exceed the number of Residential Members to be elected). Any ballot that is not cast in conformity with this paragraph (B) shall not be counted. All election ballots shall be retained in the records of the Condominium, appropriately segregated by election for a period of 2 years.

(C) Subject to the terms of paragraph (D) of this Section 4.9, all elections of Residential Members of the Condominium Board shall be determined by plurality vote of Residential Unit Owners present, in person or by proxy, at a duly convened meeting.

(D) At meetings of the Unit Owners, Sponsor will have the right to vote all of the Common Interests attributable to the Unsold Units as it sees fit. However, at elections of Residential Members to the Condominium Board held during the Initial Control Period, Sponsor shall have the right to designate six (6) of the seven (7) Residential Members to the Condominium Board, and Sponsor, and all other Unit Owners shall have the right to vote for the remaining Residential Member of the Condominium Board. Subsequent to the Initial Control Period, and for so long as Sponsor continues to own at least one (1) Unsold Residential Unit, Sponsor shall have the right to designate one (1) Residential Member to the Condominium Board, and shall have the right to vote its Common Interest attributable to the Unsold Residential Units for the remaining Residential Members of the Condominium Board. There is no restriction on the right of the Sponsor to vote for Residential Members of the Condominium Board who are not related to or affiliated with the Sponsor.

(E) Within 30 days after the Initial Control Period, Residential Members of the Condominium Board who were designated by Sponsor shall resign (but such resignation shall not vitiate Sponsor's continuing right to designate one (1) Residential Member to the Condominium Board for so long as Sponsor continues to own at least one (1) Unsold Residential Unit) and the replacement Residential Members shall be filled by a vote of the Residential Unit Owners (including Sponsor for so long as Sponsor shall own any Unsold Residential Unit) at a special meeting called for such purpose.

Section 4.10 *Election or Designation of Retail Member to the Condominium Board*. The Retail Unit Owners (including Sponsor for so long as Sponsor shall own a Retail Unit) shall have the right to elect (or designate, if there is only one (1) Retail Unit Owner) one (1) Retail Member to the Condominium Board. When voting for the Retail Member, each Retail Unit Owner (including Sponsor for so long as Sponsor shall own any Retail Unit) shall be entitled to cast 1 vote for each .0001% of Common Interest attributable to its Unit(s). Notwithstanding anything in the Declaration or Bylaws to the contrary, the Retail Member shall not be entitled to vote on any matters that exclusively relate to the Residential Units and/or the other Non-Residential Units.

Section 4.11 *Election or Designation of Community Facility Member to the Condominium Board*. The Community Facility Unit Owner (including Sponsor for so long as Sponsor shall own a Community Facility Unit) shall have the right to designate (or elect, if there is more than one (1) Community Facility Unit Owner) one (1) Community Facility Member to the Condominium Board. When voting for the Community Facility Member, each Community Facility Unit Owner (including Sponsor for so long as Sponsor shall own a Community Facility Unit) shall be entitled to cast 1 vote for each .0001% of Common Interest attributable to its Unit(s). Notwithstanding anything in the Declaration or Bylaws to the contrary, the Community Facility Member shall not be entitled to vote on any matters that exclusively relate to the Residential Units and/or the other Non-Residential Units.

Section 4.12 *Action Without a Meeting*. Any action required or permitted to be taken by the Unit Owners at a duly constituted meeting may be taken without such a meeting if the number of Unit Owners sufficient (both in absolute number and aggregate Common Interests whenever applicable) to approve such an action at a duly constituted meeting of the Unit Owners pursuant to the Declaration or to these By-laws consent in writing to the adoption of a resolution approving such action. All written consents given by Unit Owners pursuant to this Section 4.12 shall be retained in the records of the Condominium together with a true copy of the resolutions to which they relate.

Section 4.13 *Title to Units*. Title to any Unit may be taken by any Person or by any two or more Persons as joint tenants, tenants in common, or tenants by the entirety, as may be appropriate. The sale of a Unit to a corporation, partnership, limited partnership, trust or any other entity (including any entity or person entitled to diplomatic or sovereign immunity) may at the Condominium Board's discretion require any and all documents and security as are reasonably requested by the Condominium Board, as security for the faithful observance by such Unit Owner of the terms, provisions and conditions contained in these By-laws, including, without limitation, the designation of the permitted occupants of such Unit in an occupancy agreement or otherwise.

Section 4.14 *Contractual Liability of Unit Owners*. Every contract made by the Condominium Board, by any officer of the Condominium, or by the Managing Agent of the Condominium shall state (if obtainable and in addition to the limitation of liability of the Members of the Condominium Board and the officers of the Condominium pursuant to the terms of Sections 2.20 and 3.10 hereof, respectively) that the liability of any Unit Owner with respect thereto shall be limited to: (i) such proportionate share of the total liability thereunder as the Common Interest of such Unit Owner bears to the aggregate Common Interests of all Unit Owners in the case of a contract relating to the General Common Elements, (ii) such proportionate share of the total liability thereunder as the Residential Common Interest of such Residential Unit Owner bears to the aggregate Residential Common Interest of all Residential Unit Owners in the case of a contract relating to the Residential Common Elements, and (iii) such Unit Owner's interest in the Unit and its Appurtenant Interests, unless otherwise provided by Law.

## ARTICLE 5

## OPERATION OF THE PROPERTY

Section 5.1 *Maintenance and Repairs*.

(A) Except as otherwise provided in the Declaration or in these By-laws, all painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, ordinary or extraordinary:

(i) in or to any Unit and all portions thereof (including, but not limited to, the interior walls, partitions, ceilings and floors in the Unit, kitchen and bathroom fixtures and appliances, mechanical systems located in the Unit (including HVAC filters and parts), window panes, fireplace, firebox, dampers, mantel and flue (and all associated equipment) all entrance doors and Terrace doors and their frames and saddles, exposed plumbing, gas and heating fixtures and equipment, heating and cooling systems, air conditioning units, lighting and electrical fixtures and any Common Elements incorporated therein pursuant to paragraph (B) of Section 5.8 hereof, but excluding any other Common Elements contained therein) shall be performed by the owner of such Unit at such Unit Owner's sole cost and expense;

(ii) in or to the General Common Elements (other than any General Common Elements incorporated into one or more Units pursuant to the terms of paragraph (B) of Section 5.8 hereof) shall be performed by the Condominium Board and the cost and expense thereof shall be charged to all Unit Owners as a General Common Expense;

(iii) in or to the Residential Common Elements (other than any Residential Common Elements incorporated into one or more Units pursuant to the terms of paragraph (B) of Section 5.8 hereof) shall be performed by the Condominium Board and the cost and expense thereof shall be charged to all Residential Unit Owners as a Residential Common Expense; and

(iv) in or to the Limited Residential Common Elements shall be performed (a) by the Condominium Board as a Residential Common Expense, if involving structural or extraordinary maintenance, repairs, or replacements (including, but not limited to, the repair of any leaks that are not caused by the acts or omissions of the Residential Unit Owner having direct and exclusive access thereto), or (b) by the Residential Unit Owner having direct and exclusive access thereto at such Residential Unit Owner's sole cost and expense, if involving painting, decorating and non-structural ordinary maintenance, repairs or replacements (including without limitation, the removal of snow, ice and accumulation of water on any Terrace or exterior stairway that may exist in front of such Unit, such as the Townhouse Units).

Promptly upon obtaining knowledge thereof, each Unit Owner shall report to the Condominium Board or to the Managing Agent any defect or need for repairs for which the Condominium Board is responsible pursuant to the terms hereof. All painting, decorating, maintenance, repairs and replacements performed hereunder or otherwise, whether by or at the behest of a Unit Owner or the Condominium Board, shall be performed in such a manner as shall not unreasonably disturb or interfere with any Unit Owners or the tenants and occupants of any Units.

(B) Notwithstanding anything to the contrary provided in paragraph (A) of this Section 5.1, if any painting, decorating, maintenance, repairs, or replacements to the Property or any part thereof, whether structural or non-structural, ordinary or extraordinary, are necessitated by the negligence, misuse, or abuse of (i) any Unit Owner, the entire cost and expense thereof shall be borne by such Unit Owner, or (ii) the Condominium Board, the entire

cost and expense thereof shall be borne by the Condominium as a General Common Expense attributable to all Unit Owners if relating to the General Common Elements, and as a Residential Common Expense attributable to all Residential Unit Owners if relating to the Residential Common Elements and/or the Limited Residential Common Elements, except, in all events, to the extent that such cost and expense is covered by the proceeds of any insurance maintained pursuant to the terms of these By-laws. Similarly, each Unit Owner shall be responsible for any and all damage to any Unit or to the Common Elements resulting from such Unit Owner's failure to maintain, repair, or replace the Unit or any portion thereof as required herein.

(C) Each Unit and all portions of the Common Elements shall be kept in first-class condition, order and repair (and free of snow, ice and accumulation of water with respect to any roof, Terrace, or other part of the Property exposed to the elements) by the Unit Owner or the Condominium Board, whichever is responsible for the maintenance thereof as set forth herein, and such Unit Owner or the Condominium Board, as the case may be, shall promptly make or perform, or cause to be made or performed, all maintenance work, including, without limitation, painting, repairs and replacements that is necessary in connection therewith. The Condominium Board shall be responsible for the maintenance and repair of all sidewalks surrounding the Condominium (including, cleaning and snow and ice removal) as if the sidewalks were General Common Elements, except that the cost of such maintenance and repair shall be borne by a Non-Residential Owner if such Non-Residential Owner is utilizing such sidewalks in connection with the operation of its Non-Residential Unit. The exterior and interior glass surfaces of all windows and skylights located in any Residential Unit shall not be colored or painted and are to be washed and cleaned by the Residential Unit Owner at such Residential Unit Owner's sole cost and expense. The maintenance of skylights, and any replacement of glass windows and skylights in any Residential Unit because of breakage or otherwise, shall be made by the Unit Owner thereof at the sole cost and expense of the Unit Owner (unless such breakage is caused by the Condominium Board or the negligence of any other Unit Owner, in which event such replacement of glass windows or skylights will be at the sole cost and expense of the Condominium Board or such Unit Owner). Notwithstanding the foregoing, prior to the replacement of any glass window or skylight the Unit Owner must obtain the prior written approval of the Condominium Board, with respect to the type of replacement installed. In addition, the public areas of the Condominium and those residential areas exposed to public view shall be kept in good appearance, in conformity with the dignity and character of the Condominium, as determined by the Condominium Board in its sole discretion, by (i) the Condominium Board, with respect to such parts of the Condominium required to be maintained by it, and (ii) each Unit Owner, with respect to the interior surfaces of windows as well as shades, venetian or other blinds, drapes, curtains or other window decorations in or appurtenant to such Unit Owner's Unit. To promote a consistent appearance of the Condominium from the outside, (x) no Residential Unit Owner or Community Facility Owner shall be permitted to enclose, erect a greenhouse and/or alter a Terrace appurtenant to a Unit, in such a way that will alter the conformity of the Condominium, without the prior written approval of the Condominium Board; and (y) all window treatments in a Residential Unit and the Community Facility Unit must contain white backing on the side facing the outside of the Condominium so that when the shades are down or curtains drawn, the effect from the outdoors is a visually harmonious white appearance. No neon, strobing, flashing or abnormally bright and/or disruptive lighting, including, but not limited to, holiday lighting, shall be visible from the exterior of any window of any Unit. Additionally, the type, size, weight and quantity of plantings and other installations to be placed on Terraces shall be subject to the prior written approval of the Condominium Board and shall be in compliance with Law. The owner of any Unit with a Terrace shall be responsible to (i) maintain any planters and plantings located on such Terraces, in good repair and condition, and (ii) replace such plantings when necessary with plantings of substantially similar height and width and in accordance with "Planting

Specifications" to be adopted by the Condominium Board. It should also be noted that certain Terraces may have "tie back" areas for securing future scaffolding that shall be subject to such restrictions as the Condominium Board deems reasonable and necessary in order to insure that such areas remain unblocked. A Unit Owner with a tie back area on its Terrace shall be required, at their sole cost and expense, to remove and items that may be blocking such tie back areas if the tie back areas are to be utilized. Terraces located on the ground floor shall be serviced by a general irrigation system that services all ground floor landscaped areas of the Condominium, and Unit Owners shall be prohibited from interfering with such general irrigation system. Each Non-Residential Unit Owner shall be responsible, at its sole cost and expense, for washing, cleaning and replacing because of breakage the exterior and interior glass surfaces of windows located in a Non-Residential Unit (unless the breakage is caused by the Condominium Board or any other Unit Owner, in which event the replacement of glass windows will be at the sole cost and expense of the Condominium Board or such Unit Owner). Provided the same does not adversely interfere with the other Unit Owners in any material respect, and the Residential Unit Owner provides evidence of compliance with all Law and agrees in writing to indemnify the Condominium from any and all loss, cost or damages in connection therewith, a Residential Unit Owner with a Terrace shall have an easement to install (provided the installation does not impair any existing warranty and is in all respects in compliance with Law), utilize, operate, maintain, repair and alter small a small satellite dish on its Terrace, subject to the reasonable aesthetic, installation and maintenance requirements of the Condominium Board. Each of the Townhouse Units, the Community Facility Unit and PHA are serviced by an elevator (or elevators, in the case of the Community Facility Unit) that are exclusive to such Unit, and shall be maintained by the Unit Owners of these Units pursuant to separate maintenance contracts with an elevator maintenance company designated by the Condominium Board, at such Unit Owners' sole cost and expense.

(D) In the event that any Unit Owner, after receipt of written notice from the Condominium Board, fails or neglects in any way to perform any of its obligations with respect to the painting, decorating, maintenance, repair or replacement of its Unit as provided in this Section 5.1 (or of any Common Elements for which such Unit Owner is responsible under the Declaration or these By-laws), the Condominium Board may perform or cause to be performed such painting, decorating, maintenance, repair or replacement unless such Unit Owner, within 5 days after receiving notice of such default by the Condominium Board, cures such default, or in the case of a default not reasonably susceptible to cure within such period, commences and thereafter prosecutes to completion, with due diligence, the curing of such default. All sums expended and all costs and expenses incurred in connection with the making of any such painting, decorating, maintenance, repair or replacement in such Unit Owner's Unit or to any such Common Element for which such Unit Owner is responsible, together with interest thereon at the rate of 2% per month (but in no event in excess of the maximum rate permitted by Law), shall be immediately payable by such Unit Owner to the Condominium Board and shall, for all purposes hereunder, constitute Common Charges payable by such Unit Owner.

(E) In order to comply with the directives of the New York City Department of Environmental Protection, the Condominium Board and each Unit Owner hereby agrees and covenants to keep the internal drains and drywells in the Condominium wholly within the boundary limits of the Condominium, and its point of exit from the Condominium shall not be altered. The Condominium Board and each Unit Owner hereby agrees and covenants that each shall only utilize the internal drains and drywells in a way that it will not in any way have an adverse effect on the City of New York's completed or pending sanitary and storm water drainage plans for the tributary drainage area or the separate sewer outlets.

Section 5.2 *Alterations, Additions, Improvements, or Repairs in and to Units*.

(A) Subject to the terms of paragraph (B) of this Section 5.2, no Residential Unit Owner may make any structural alteration, addition, improvement or repair, in or to the Residential Unit or its appurtenant Limited Residential Common Elements without the prior written approval of the Condominium Board. Prior to, and as a condition of, the granting of any such approval for all work other than the below defined Decorative Work, the Condominium Board may, at its sole option, require the Residential Unit Owner to: (i) procure and agree to maintain during the course of such work such insurance as the Condominium Board may reasonably prescribe; and (ii) execute a Construction Agreement, in form and substance satisfactory to the Condominium Board, setting forth the terms and conditions under which such alteration, addition, improvement or repair, may be made, including, without limitation, the indemnity referred to in paragraph (D) hereof and the days and hours during which any such work may be done, the form of which is set forth in the Plan. The Condominium Board shall have the right to approve Unit Owner's contractors and materialmen. In connection with such alterations, additions, improvements and/or repairs, each Residential Unit Owner shall employ only such laborers and other workers as shall not conflict with any other worker employed in the Condominium or otherwise cause disharmony with any Condominium service union. Residential Unit Owners shall not be permitted to engage any Condominium staff or any contractors or sub-contractors engaged by either the Condominium Board or Sponsor in connection with a Residential Unit Owner's alterations, additions, improvements or repairs to such Residential Unit without the prior consent of the Condominium Board. The Condominium may impose charges upon the Residential Unit Owner to reimburse the Condominium for architectural, engineering, legal and other fees incurred in reviewing the Residential Unit Owner's request for approval and in monitoring the work performed until completion and a fee payable to the Managing Agent for processing the alteration application. Every Residential Unit Owner performing a non-structural alteration, addition, improvement or repair shall also execute a Construction Agreement, although Board approval shall not be required with respect to interior, nonstructural, aesthetic alterations ("Decorative Work") which (i) are not visible from outside the Residential Unit, (ii) will not affect any of the Common Elements including, without limitation, the Limited Residential Common Elements and the electrical, plumbing, sprinkler, HVAC, elevator, mechanical and all other systems serving the Condominium or the Unit, (iii) do not require a Permit (as hereinafter defined), and (iv) do not impact upon any areas in which asbestos containing materials ("ACM ") may be located. Under no circumstances shall a Residential Unit Owner be allowed to commence any work until all of the conditions set forth above have been complied with. Any failure to meet these conditions shall be a default by such Residential Unit Owner under the Condominium Documents.

(B) Notwithstanding anything to the contrary contained in paragraph (A) of this Section 5.2, however, Sponsor shall have the right, pursuant to the terms of Article 12 of the Declaration, to (i) make any alterations, additions, improvements, or repairs in or to any Unsold Unit and/or its appurtenant Limited Residential Common Elements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, and (ii) subdivide, combine and change the boundary walls of any Unsold Units, all without the approval of the Condominium Board or the execution of a Construction Agreement. In addition, the Non-Residential Unit Owners shall each have the right, pursuant to the terms of Article 12 of the Declaration, to make any alterations, additions, improvements, or repairs in or to their respective Unit, whether structural or non-structural, interior or exterior, ordinary or extraordinary, and subdivide, combine and change the boundary walls of their respective Unit, all without the approval of the Condominium Board (but prior to the issuance of a PCO for the Condominium or so long as Sponsor holds at least one Unsold Unit, with the prior consent of the Sponsor). Notwithstanding the foregoing, all Unit Owners, including Sponsor and the Non-Residential Unit Owners, prior to the making of any alteration, addition, improvement or repair in or to their respective Unit and its appurtenant

Limited Residential Common Elements, if any, must (i) procure and maintain such insurance as the Condominium Board may reasonably require, (ii) indemnify the Condominium Board, the Members of the Condominium Board, the officers of the Condominium, the Managing Agent and all other Unit Owners against any liability arising from the work and (iii) comply with Law.

(C) All alterations, additions, improvements and repairs by Unit Owners shall be made in compliance with Law. In connection therewith, the Condominium Board shall execute applications to any departments of the City of New York, or to any other governmental agencies having jurisdiction thereof, for any and all permits required in connection with the making of alterations, additions, improvements, or repairs in or to a Unit provided that, with respect to all such work of a structural nature to a Residential Unit or its appurtenant Limited Residential Common Elements (but other than that of the nature described in paragraph (B) hereof), the same was approved by the Condominium Board pursuant to the terms of paragraph (A) hereof. The Condominium is located in a landmark preservation district, and is subject to the Landmark Preservation Law (hereafter, "Landmark Law"). Pursuant to the Landmark Law, if the Condominium Board or any Unit Owner desires to make any alteration, addition, improvement or repair in/or to a Building or a Unit (other than certain ordinary repairs and maintenance as defined in Section 302 of the Landmark Law) that affects an architectural feature of a building, then, in addition to obtaining any necessary approval or consent under the Condominium Documents, such party must first obtain the approval of a Certificate of Appropriateness or a Certificate of No Effect (as applicable) from the Landmarks Preservation Commission of the City of New York.

(D) Neither the Condominium Board nor any Unit Owner (other than the Unit Owner making any alterations, improvements, additions, or repairs, or causing any of the same to be made, in or to the Unit and appurtenant Limited Residential Common Elements) shall incur any liability, cost, or expense either (i) in connection with the preparation, execution, or submission of the applications referred to in paragraph (C) hereof, or the alterations, improvements, additions, or repairs therein described; (ii) to any contractor, subcontractor, materialperson, architect, or engineer on account of any alterations, improvements, additions, or repairs made or caused to be made by any Unit Owner; or (iii) to any Person asserting any claim for personal injury or property damage arising therefrom. Any Unit Owner making any alterations, improvements, additions, or repairs, or causing any of the same to be made, in or to the Unit and appurtenant Limited Residential Common Elements, if any, shall agree (in a writing executed and delivered to the Condominium Board, if the Condominium Board shall so request), and shall be deemed to agree (in the absence of such writing), to indemnify and hold the Condominium Board, the Members of the Condominium Board, the officers of the Condominium, the Managing Agent and all other Unit Owners harmless from and against any such liability, cost and expense.

(E) In addition to the requirements set forth above in this Section 5.2, until a permanent certificate of occupancy is obtained for the Condominium, no Residential Unit Owner (other than Sponsor, to the extent Sponsor is the owner of any Residential Unit) shall make any alterations in or to the Residential Unit or its appurtenant Common Elements without first entering into a Construction Agreement.

(F) If any Residential Unit Owner commences any such alterations, additions, improvements and repairs in violation of the foregoing terms and conditions, or fails to comply with the requirements of the Construction Agreement, Sponsor shall be entitled to all rights and remedies set forth in the Construction Agreement, including the right to cause such work by the Residential Unit Owner to be halted, including, without limitation, to cause the Managing Agent to deny access to the Condominium to the Residential Unit Owner's workers

and suppliers, until the Residential Unit Owner complies with the same. During the period until the Residential Unit Owner is permitted hereunder to resume its work, Sponsor shall have the right to perform any and all work in and to the Residential Unit as shall be necessary, in Sponsor's sole judgment, in order to avoid any delay in obtaining a temporary or permanent certificate of occupancy for the Condominium (or any amendment to, or extension of, the certificate of occupancy if theretofore issued), whether or not such work shall be in compliance with the plans and specifications for the work theretofore performed by, or on behalf of, such Residential Unit Owner. The cost and expense of any such work performed by Sponsor shall be borne by such Residential Unit Owner and shall be paid to Sponsor within 15 days of Sponsor's written demand therefore.

Section 5.3 *Alterations, Additions, or Improvements to the Common Elements*. (a) Except as otherwise provided in the Declaration or in these By-laws, all necessary or desirable repairs, alterations, additions, or improvements in or to any of the Common Elements shall be made by the Condominium Board, and the cost and expense thereof shall constitute a General Common Expense attributable to all Unit Owners, if relating to the General Common Elements, or a Residential Common Expense attributable to all Residential Unit Owners, if relating to the Residential Common Elements and/or Limited Residential Common Elements. Notwithstanding the foregoing, however, whenever the cost and expense of such repairs, alterations, additions, or improvements would, in the judgment of the Condominium Board, exceed $500,000 with respect to the General Common Elements or the Residential Common Elements and/or the Limited Residential Common Elements, at any one time, in any fiscal year, such proposed repairs, alterations, additions or improvements shall not be made unless first approved by the Unit Owners if relating to the General Common Elements, or the Residential Unit Owners, if relating to the Residential Common Elements and/or the Limited Residential Common Elements (including Sponsor if Sponsor then owns any Unsold Residential Unit) owning 66 2/3% of the aggregate Common Interests or Residential Common Interests, as applicable, at a duly constituted meeting of the Unit Owners or the Residential Unit Owners, as applicable, and by the Mortgage Representatives, if any. Except as otherwise provided in the Declaration, and in these By-laws, all such repairs, alterations, additions, or improvements costing $500,000 or less, in any fiscal year may be made as aforesaid without the approval of either the Unit Owners or any Mortgage Representatives. Notwithstanding the foregoing, no additions, alterations, or improvements shall be made to any of the Common Elements, regardless of the cost thereof, unless the prior written consent of Sponsor is first obtained, provided, however, that Sponsor's written consent is not necessary if such additions, alterations, or improvements to the Common Elements is required to (i) comply with Law; or (ii) remedy any notice of violation; or (iii) remedy any work order of the Condominium's issuer. In no event will the limitations imposed in the preceding sentence continue beyond the earlier to occur of (i) 5 years from the First Closing or (ii) such time as Sponsor no longer owns 25% in number of all Residential Units.

(b) Notwithstanding anything to the contrary set forth in the Declaration or in these By-laws, from and after the fifth ($5^{th}$) anniversary of the First Closing, the Residential Unit Owners of each Building in the Condominium shall have the right, upon written election of 80% or more of the aggregate Common Interest held by Residential Unit Owners in such Building, to elect to renovate their existing Building lobby and/or hallway areas (the "Renovation"), and the cost and expense thereof shall be borne exclusively by all Residential Unit Owners in the affected Building. Any Residential Unit Owner in the affected Building may call for a meeting of the Residential Unit Owners in its Building in order to obtain a written election from the Residential Unit Owners electing to proceed with any Renovation. Upon presentation to the Managing Agent of a written election to proceed with a Renovation from no less than 80% in aggregate Common Interest held by the Residential Unit Owners in the affected Building, the Managing Agent shall

present such election to the Condominium Board, and appoint an individual (the "Lead Decorator") that is the owner of a Residential Unit in the affected Building to oversee the Renovation. If, in Manager's reasonable discretion, no Residential Unit Owner agrees to oversee the process of such Renovation, Manager and the Residential Unit Owners in the affected Building shall jointly agree to appoint a third party as the Lead Decorator. The cost and expense of such third party shall be borne entirely by the Residential Unit Owners in the affected Building. The written consent of a majority of Residential Unit Owners in the affected Building, by aggregate Common Interest, shall bind every Residential Unit Owner in the affected Building in the appointment of a Lead Decorator and agreement to pay all costs incurred in connection with such appointment and the performance by the Lead Decorator of his/her duties coordinating the Renovation. As directed by the Lead Decorator, the Condominium Board shall promptly assess the Residential Unit Owners in the affected Building for any and all amounts incurred that are attributable to such Renovation, and upon collection of such amounts, promptly pay such amounts collected as directed by the Lead Decorator. The Residential Unit Owners in the Building undergoing any Renovations hall jointly, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify Sponsor, the Condominium Board, the Members of the Condominium Board, the officers of the Condominium, the Managing Agent and all other Unit Owners against any liability arising from the Renovation.

Section 5.4 *Insurance*.

(A) If the same shall be obtainable, the Condominium Board shall obtain, and shall maintain in full force and effect, special multi-peril insurance policies including fire with extended "all risk" coverage, replacement cost coverage and agreed valuation, vandalism and malicious mischief endorsements, insuring the entire Condominium (other than the space defined by the dimensions of the Units) and any appliances, fixtures, improvements or any furniture, furnishings, decorations, belongings, or other personal property contained therein) together with all service machinery contained therein and covering the interests of the Condominium, the Condominium Board, all of the Unit Owners and all Permitted Mortgagees, as their respective interest may appear. Each of the said policies shall contain:

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

(ii) a provision that any adjustment of loss will be made by the Condominium Board and that all proceeds thereof shall be paid to either the Condominium Board or the Insurance Trustee, as provided in Section 5.5 hereof;

(iii) a New York standard mortgagee clause in favor of each Permitted Mortgagee, which shall provide that the proceeds thereof shall be paid to such Permitted Mortgagee as its interest may appear, subject, however, to the loss payment provisions set forth in subparagraph (ii) above and in Section 5.5 hereof; and

(iv) a provision that such policy may not be either canceled or substantially modified except upon at least 30 days prior written notice to the Condominium Board and all insureds who may have requested such notice, including Permitted Mortgagees.

Duplicate originals or certificates of insurance of all such policies and of all renewals thereof, together with proof of payment of premiums, shall be on file at the office of the

Managing Agent. Copies thereof shall be delivered to any Unit Owner or Permitted Mortgagee on written request thereof.

(B) The Condominium Board shall also obtain and maintain, to the extent it deems practicable:

(i) comprehensive general liability insurance, covering all claims for personal injury or property damage arising out of any occurrence on the Property and listing as co-insureds (a) the Condominium Board and each Member thereof, (b) the Managing Agent or manager (if any), (c) each officer and employee of the Condominium and (d) each Unit Owner (except, however, that such insurance shall not cover any liability of a Unit Owner arising from occurrences within its own Unit or its Limited Residential Common Elements, any Storage Bin License and/or Parking Space License, if any);

(ii) rent insurance;

(iii) worker's compensation and New York State disability benefits insurance;

(iv) boiler and machinery insurance;

(v) flood insurance, and water damage insurance;

(vi) directors and officers liability insurance for the Condominium Board and officers, as well as for the directors and officers of the Condominium Board that may serve on any board relating to the Triangle Park;

(vii) fidelity insurance and bonds covering all officers, directors and employees of the Condominium and Managing Agent;

(viii) plate glass insurance;

(ix) elevator liability and collision insurance;

(x) commercial umbrella insurance; and

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

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

(C) All policies of insurance to be maintained by the Condominium Board shall contain such limits as the Condominium Board shall from time to time determine, provided, however, that:

(i) with respect to insurance policies maintained by the Condominium Board pursuant to paragraph (A) hereof, the coverage shall be in an amount equal to not less than 80% of the full replacement cost of the Condominium,

exclusive of footings and foundations, without deduction for depreciation, as approved by a fire insurance company, a qualified insurance broker, or another qualified source;

(ii) with respect to insurance policies maintained by the Condominium Board pursuant to subparagraph (i) of paragraph (B) hereof, such policies shall contain single limits of not less than $2,000,000 in the aggregate; and

(iii) with respect to insurance policies maintained by the Condominium Board pursuant to subparagraph (ii) of paragraph (B) hereof, the coverage shall be in an amount equal to the aggregate of all of the Unit Owners' Common Charges for one year.

Any insurance policies maintained by the Condominium Board may also provide for such deductible amounts as the Condominium Board shall determine. The Condominium Board shall review the limits of each insurance policy, as well as the amount of any deductible sum thereunder, at least once each year.

(D) The cost of all insurance maintained by the Condominium Board pursuant to this Section 5.4, together with the fees and disbursements of any Insurance Trustee appointed by the Condominium Board pursuant to the terms of these By-laws, shall be borne by the Unit Owners as a General Common Expense or the Residential Unit Owners as a Residential Common Expense, depending on the item to which the coverage relates.

(E) For so long as Sponsor owns at least 1 Unsold Residential Unit, unless Sponsor's prior written consent is obtained, the Condominium Board must maintain, at a minimum, the types and coverage amounts of insurance set forth in the First Year's Budget.

(F) Unit Owners are required to carry other insurance, at their expense, in amounts determined by the Condominium Board in its sole discretion, insuring the contents of their Units, including, without limitation, the flooring, fixtures, furniture, furnishings, equipment, appliances and personal property situated within the Unit and the Limited Residential Common Elements appurtenant thereto, and liability insurance with respect to acts occurring therein. Each Residential Unit Owner shall be required to maintain insurance for any Storage Bin in amounts sufficient to cover the property located therein, and to the extent any Residential Unit Owner is a licensee under a Parking Space License, commercial general liability insurance and automobile liability insurance sufficient to cover against damages and claims occurring in the Parking Space during the License Term. All such policies shall contain waivers of subrogation and provide that the liability of the carriers issuing the insurance maintained by the Condominium Board shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. All such certificates of insurance shall name the Condominium Board, the Condominium, Sponsor, and Managing Agent as additional insureds.

Section 5.5 *Casualty or Condemnation*.

(A) In the event that either (i) the Condominium or any part thereof is damaged or destroyed by fire or other casualty ("Casualty Loss") or (ii) the General Common Elements and/or Residential Common Elements and/or Limited Residential Common Expense, or any part thereof is taken in condemnation or by eminent domain ("Taking"), the net insurance proceeds payable under the insurance policies maintained by the Condominium Board pursuant to the terms of Section 5.4 hereof by reason of such Casualty Loss, or the net condemnation awards receivable by reason of such Taking, as the case may be, shall be payable either to the

Condominium Board, if the same shall be $1,000,000 or less in the aggregate, or to the Insurance Trustee, if the same shall exceed $1,000,000 in the aggregate. In either instance, all such monies actually received ("Trust Funds") shall be held in trust for (x) the benefit of all Unit Owners, with respect to the portion thereof allocated to a Casualty Loss to or Taking of the General Common Elements and the Units (y) the benefit of all Residential Unit Owners and their Permitted Mortgagees with respect to the portion thereof allocated to a Casualty Loss or Taking of the Residential Common Elements, the Limited Residential Common Elements and the Residential Units, and (z) the benefit of all Non-Residential Unit Owners, with respect to the portion thereof allocated to a Casualty Loss to or Taking of the Non-Residential Units, and shall be disbursed pursuant to the terms of this Section 5.5. Notwithstanding anything to the contrary contained either in this paragraph (A) or elsewhere in this Section 5.5, however, no Unit Owner whose Unit, and/or its appurtenant Limited Residential Common Elements, if any, or any portion thereof are taken in condemnation or by eminent domain (whether or not all or a part of the Common Elements are contemporaneously taken) shall be deemed to have waived whatever rights that the Unit Owner may have to pursue a separate claim against the condemning authority by reason thereof.

(B) Subject to the terms of paragraph (D) hereof, the Condominium Board shall arrange for the prompt repair or restoration ("Work") of: (i) in the event of a Casualty Loss, the portion(s) of the Condominium (including all Units and the bathroom and kitchen fixtures installed therein on the date of recording the Declaration and all service machinery contained therein, but not including appliances, fixtures, improvements made therein by a Unit Owner, or any furniture, furnishings, decorations, belongings, or other personal property supplied or installed by either Unit Owners or the tenants of Unit Owners) affected by such Casualty Loss, or (ii) in the event of a Taking, the portion(s) of the Common Elements or the Units affected by such Taking. 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. Each Unit Owner whose Unit, its appurtenant Limited Residential Common Elements, if any, or any portion thereof, shall be the subject of all or part of any Work shall have the right subject to the terms of Section 5.2 hereof, to supervise any redecorating of the Unit or of such Limited Residential Common Element, if any.

(C) In the event that Work shall be performed pursuant to the terms of paragraphs (B) and (D) of this Section 5.5, the Condominium Board or the Insurance Trustee, as the case may be, shall disburse the Trust Funds to the contractors engaged in the Work in appropriate progress payments. If the Trust Funds shall be less than sufficient to discharge the cost and expense of performing the Work, the Condominium Board shall levy a Special Assessment against all Unit Owners for the amount of such deficiency in proportion to their respective Common Interests for Work to the General Common Elements, and against all Residential Unit Owners for Work to the Residential Common Elements, and against all Residential Unit Owners for Work to the Limited Residential Common Elements, and all proceeds of such Special Assessment shall become part of the Trust Funds. If, conversely, the Trust Funds shall prove to be more than sufficient to discharge the cost and expense of performing the Work, such excess shall be paid to all Unit Owners in proportion to their respective Common Interests with respect to Work to the Common Elements, to all Residential Unit Owners in proportion to their respective Residential Common Interests with respect to Work to the Residential Common Elements, and to all Residential Unit Owners in proportion to their respective Residential Common Interests with respect to Work to the Limited Residential Common Elements, except 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 excess, such amounts as may be necessary to reduce unpaid liens on the Unit Owner's Unit (other than mortgages that are not Permitted Mortgages) in the order of priority of such liens. Notwithstanding the foregoing, however, in the event that the Unit Owners are assessed pursuant to the terms of the second sentence of this paragraph (C) for any projected deficiency in the amount of the Trust Funds available to the Condominium Board and, after the payment of all costs and expenses incurred in connection with the Work, any portion of the Trust Funds remaining unspent, such excess Trust Funds shall, to the extent of such Special Assessment, be deemed to be, and shall constitute, an unspent Special Assessment and shall be paid to the Unit Owners so assessed in proportion to their respective Common Interests, with respect to Work to the Common Elements, free of any claim of any lienor (including without limitation, any Permitted Mortgagee).

(D) If either 75% or more of the Condominium 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 Sponsor if Sponsor shall then own any Units), in aggregate Common Interests, shall promptly resolve to proceed with the same. In the event that a sufficient number of Unit Owners shall so resolve, the Work shall be performed pursuant to the terms of paragraphs (B) and (C) hereof. Conversely, in the event that a sufficient number of Unit Owners shall either fail or refuse to so resolve, the Work shall not be performed and the Property shall be subject to an action for partition by any Unit Owner or lienor, as if owned in common, in which event the net proceeds of the resulting sale, together with any Trust Funds, shall be paid to all Unit Owners in proportion to their respective Common Interest, to the extent allocated to destroyed or damaged portions of the General Common Elements and to all Residential Unit Owners in proportion to their respective Residential Common Interest, to the extent allocated to destroyed or damaged portions of the Residential Units or the Residential Common Elements or the Limited Residential Common Elements, and to the Non-Residential Unit Owners, to the extent allocated to destroyed or damaged portions of the Non-Residential Units, except that no payment shall be made to a Unit Owner until there first has been paid, out of such Unit Owner's share of such funds, such amounts as may be necessary to pay off any Permitted Mortgage and other unpaid liens on the Unit Owner's Unit in the order of priority of such liens. Notwithstanding anything to the contrary set forth herein, any action to terminate the legal status of the Condominium after substantial destruction or a Taking shall require the written consent (which consent shall not be unreasonably withheld or delayed) of the Permitted Mortgagees representing at least fifty-one (51%) percent of the Common Interests of all Units which are subject to Permitted Mortgages or by a majority of the Mortgage Representatives, if any. The Condominium Board shall not be required to take any action to obtain the consent of the Permitted Mortgagees or Mortgage Representatives as set forth in this Section 5.5(D) other than the requirements set forth in Section 8.7 of these By-Laws. The provisions of this Section 5.5(D) may not be amended, modified or deleted without the prior written consent of Sponsor for so long as Sponsor continues to own at least 1 Unsold Residential Unit.

(E) In the event that the damage resulting from a Casualty Loss shall (i) render one or more Units wholly or partially unusable for the purposes permitted and in the Declaration or (ii) destroy the means of access to one or more Units, the installments of Common Charges otherwise payable by the owner of any Unit so affected thereby shall proportionately abate until such Unit shall again be rendered usable for such purposes and/or until the means of access thereto shall be restored, as the case may be. Notwithstanding the foregoing, however, if such Casualty Loss shall be caused by the act, the omission to act, or the negligence of the owner of a Unit so affected thereby, by a Family Member of such Unit Owner, or by a tenant or other occupant of such Unit, such installments of Common Charges shall abate only to the extent of

any proceeds of rent insurance actually collected by the Condominium Board with respect to such Unit.

(F) 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 paragraph (D) hereof, the Common Interest and Residential Common Interest, where applicable, appurtenant to such Unit shall be adjusted in the proportion that the total floor area of such Unit and its appurtenant Limited Residential Common Elements, if any, after such Taking bears to the total floor area of such Unit and its appurtenant Limited Residential Common Elements, if any, prior to such Taking. The Condominium Board shall promptly prepare and record an amendment to the Declaration reflecting the new Common Interest and new Residential Common Interest, where applicable, appurtenant to such Unit, which amendment shall be executed by the owner of such Unit together with the holders of record of any liens thereon (or, in lieu of execution by such Unit Owner and lienors, the same may execute a consent to such amendment in recordable form). Following the Taking of a portion of a Unit and the recording of the aforementioned amendment to the Declaration, the votes appurtenant to such Unit shall be based upon the new Common Interest and new Residential Common Interest, where applicable, of such Unit, 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 and Residential Common Interest, where applicable, of the other remaining Units shall be adjusted accordingly and reflected in an amendment to the Declaration duly executed and acknowledged by the Condominium Board and the owners of all of the other or remaining Units together with the holders of the Permitted Mortgages.

(G) As used in this Section 5.5, the terms:

(i) "Prompt repair or restoration" shall mean that the Work is to be commenced not more than either: (a) 60 days after the date upon which the Insurance Trustee notifies the Condominium Board that it has received Trust Funds sufficient to discharge the estimated cost and expense of the Work, or (b) 90 days after the date upon which the Insurance Trustee notifies the Condominium Board that it has received Trust Funds insufficient to discharge the estimated cost and expense of the Work, or (c) in the event that the Trust Funds are payable to the Condominium Board pursuant to the terms of paragraph (A) of this Section 5.5, 60 days after the date upon which the Condominium Board notifies the Unit Owners that it has received the Trust Funds, whether or not the same are sufficient to discharge the cost and expense of the Work. In the event there are insufficient Trust Funds to discharge the estimated cost and expense of the Work, the Condominium Board shall levy a Special Assessment for the amount of such deficiency in accordance with paragraph (C) of this Section 5.5; and

(ii) "Promptly resolve" shall mean that a resolution shall be duly made not more than 60 days after the date upon which the Condominium Board notifies the Unit Owners that it or the Insurance Trustee 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.

(H) Any dispute that may arise under this Section 5.5 between Unit Owners or between any Unit Owner(s) and the Condominium Board shall be resolved by arbitration pursuant to the terms of Article 10 hereof.

Section 5.6 *Use of the Property*.

(A) No nuisance shall be allowed on the Property, nor shall any use or practice be allowed that either is a source of annoyance to its residents or interferes with the peaceful possession or proper use of the Property by its residents or occupants. No immoral, improper, offensive, or unlawful use shall be made of the Property or any portion thereof, and all valid Laws relating to any portion of the Property shall be complied with at the sole cost and expense of the respective Unit Owners or the Condominium, whoever shall have the obligation to maintain or repair such part of the Property.

(B) Nothing shall be done or kept in any Unit or in any of the Common Elements that would increase the rate of insurance for the Property, except upon the prior written consent of the Condominium Board. In the event that the rate of insurance for the Property is increased as a direct result of a particular or unique use being made of the Non-Residential Units, and not as a result of the typical uses for which the Non-Residential Units may be occupied or for which commercial spaces in similar buildings is normally occupied, the Non-Residential Unit Owners shall be obligated to pay the amount of such increase in the rate of insurance. No Unit Owner shall permit anything to be done or kept in a Unit or in the Common Elements that will result in the cancellation of insurance on the Property or the contents thereof, or that would be in violation of any Law. No waste shall be committed in the Common Elements.

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

Section 5.7 *Use of the Units*.

(A) General.

(i) In order to provide for congenial occupancy of the Property and for the protection of the values of the Units; the use of Units shall be restricted to, and shall be in accordance with, the terms contained in the balance of this Section 5.7.

(ii) Notwithstanding anything in this Section 5.7. to the contrary, as long as Lenox Hill Hospital, its parent North Shore – Long Island Jewish Health System or any affiliated entity (collectively, "North Shore-LIJ") is engaged in the development, construction or operation of a medical facility on the west side of Seventh Avenue between West 12th and West 13th Streets, no office, community facility or retail space in the Condominium (including the Community Facility Unit, Retail Units and Storage Unit) may be used for any of the following purposes: (i) an emergency medical care facility, or facility marketed as an urgent care or urgent treatment facility; (ii) any medical practice or facility whose primary business is the provision of medical imaging services, or any medical practice and/or facility utilizing two (2) or more Computed Tomography imaging devices (CT), or two (2) or more Magnetic Resonance Imaging devices (MRI), or a Positron Emission Tomography device (PET); (iii) any ambulatory surgery facility or any medical facility marketed as and whose primary business is pain treatment; or (iv) any medical practice owned by, that holds itself out as being affiliated with, or whose signage identifies the practice as being affiliated with, a hospital, health system or medical school other than North Shore-LIJ or its affiliates. This restriction shall apply to and be contained in any deed, lease or conveyance of the Non Residential Units (other than the Garage Unit), and shall be binding on such Non Residential Unit Owners, and their respective successors and assigns, and

shall inure solely to the benefit of North Shore-LIJ, and may be enforced by North Shore-LIJ which shall be entitled to seek injunctive relief, damages and/or any other remedy available in law or equity in the case of a breach or threatened breach thereof.

(B) Use of Residential Units.

(i) Subject to the terms of paragraphs (H) and (I) of this Section 5.7, each Residential Unit shall be used for residential use only (excluding "dormitory", "bed and breakfast" or other transient hotel-type use) and "home occupation" use ancillary to such residential purposes (as defined in the Zoning Resolution of the City of New York), and not more than one family may occupy a Residential Unit at one time. A Residential Unit owned or leased by an individual, corporation, partnership, fiduciary, or any other entity (including, but not limited to, embassies and consulates of foreign governments) may only be occupied by an individual, or by an individual officer, director, stockholder, or employee of such corporation, or by an individual partner or employee of such partnership, or by an individual fiduciary (including directors, officers, stockholders, or employees of corporate fiduciaries and partners and employees of partnership fiduciaries), or by an individual beneficiary of said fiduciary, or by an individual principal or employee of such other entity, respectively, or by the Family Members and guests of any of the foregoing (and nothing herein contained shall be deemed to prohibit the exclusive occupancy of any such Unit by such Family Members or guests). Notwithstanding the foregoing, Sponsor (or, when there are no longer any Unsold Residential Units, the Condominium Board) may, in its sole discretion, permit Persons other than those set forth above to occupy a Residential Unit. In no event, however, shall a portion of a Residential Unit (as opposed to the entire Residential Unit) be sold, conveyed, leased, or subleased.

(ii) Seven (7) of the Residential Units (designated as S1, S2, S3, S4, S5, S6 and Unit 1) are **"**Suite Units" and are located in the 145 Building and the 155 Building. These Suite Units may be used only as residences occupied by domestic employees of Residential Unit Owners, Family Members and non-paying guests of Residential Unit Owners, and for accessory residential use such as library, home office, personal study, or home occupation use, provided such use is in keeping with a first class luxury residential building. In no event shall any such use involve off the street customers or client traffic or any meetings by appointment. Any non-paying guest residing at a Suite Unit (other than a domestic employee of a Residential Unit Owner) may occupy such Suite Unit for not more than 3 months in the aggregate unless the Condominium Board otherwise consents. Sponsor reserves the right to modify the permitted uses of the Suite Units, provided such use is permitted by Law. Except for Sponsor, no Unit Owner may own a Suite Unit independently of a Residential Unit. Notwithstanding the foregoing, the Suite Units may be sold by Sponsor (a) as "raw space" with only the necessary installations and fixtures needed to obtain a temporary certificate of occupancy and (b) initially to both residents and non-residents of the Condominium.

(C) Use of Retail Units. The Retail Units may be used for any purpose permitted by Law. Notwithstanding the foregoing, the Retail Units may not be used for any of the following uses (any such use, a "Prohibited Use"): (a) a cabaret or nightclub, or establishment of any capacity with dancing, a discotheque or other live entertainment; (b) any use prohibited in, or not permitted by, the Restrictive Declaration, including, but not limited to, Use Group 12A eating or drinking establishments with entertainment and a capacity of more than 200 persons; (c) a massage parlor, adult bookstore or other establishment selling items of a pornographic nature, (d) a dry cleaner, (e) a substance abuse clinic, (f) any use involving sleeping or requiring sleeping quarters or domiciliary care facilities, or (g) any use requiring a flue. Without limiting the applicability of the entire Restrictive Declaration to the Retail Units, the Retail Units shall be

subject to the restrictions and requirements relating to signage set forth in the Restrictive Declaration.

(D) Use of Community Facility Unit. The Community Facility Unit may be used for any purpose permitted by Law. Notwithstanding the foregoing, the Community Facility Unit may not be used for any Prohibited Use. In addition, as specified in the Restrictive Declaration, the only commercial uses permitted above the first story shall be uses listed as Use Group 6B in the Zoning Resolution of the City of New York. Without limiting the applicability of the entire Restrictive Declaration to the Community Facility Unit, the Community Facility Unit shall be subject to the restrictions and requirements relating to signage set forth in the Restrictive Declaration.

(E) Use of Garage Unit; Use of Parking Spaces in the Garage Unit. The Garage Unit may be used for any purpose permitted by Law. Notwithstanding the foregoing, the Garage Unit may not be used for any Prohibited Use. Sponsor, as initial Garage Unit Owner, intends to license out some or all of the parking spaces in the Garage Unit pursuant to Parking Space Licenses, at the sole discretion of the Garage Unit Owner. Without limiting the applicability of the entire Restrictive Declaration to the Garage Unit, the Garage Unit shall be subject to the restrictions and requirements relating to the Garage Unit's entrance/exit set forth in the Restrictive Declaration.

(F) Use of Storage Unit. The Storage Unit may be used for any purpose permitted by Law. In no event shall any flammable or explosive item, or any item which would impose a health or safety threat or cause noxious odors, dirt or other sanitary problems or create a nuisance, be stored therein. Notwithstanding the foregoing, the Storage Unit may not be used for any Prohibited Use. The Storage Unit may only be owned by an owner that currently owns (or is then purchasing) another Unit in the Condominium. Without limiting the applicability of the entire Restrictive Declaration to the Storage Unit, the Storage Unit shall be subject to the restrictions and requirements relating to signage set forth in the Restrictive Declaration.

(G) Use of Storage Bins. Storage Bins may be used only for the storage of personal effects of a Residential Unit Owner who has executed a Storage Bin License, and in no event shall any food or other perishable item, or any flammable or explosive item, or any item which would impose a health or safety threat or cause a nuisance, be stored therein. Storage Bins may not be assigned (except as otherwise set forth in the Declaration or Bylaws) or sublet, nor altered or subdivided, without the prior written consent of Sponsor and the Condominium Board. Sponsor shall have the right to use any unassigned Storage Bin for any purpose permitted by Law or to change the permitted use of any unassigned Storage Bin, subject, however, to the provisions of the By-laws. Residential Unit Owners may not store any property in the Storage Area outside of their Storage Bin, or allow any other Person to use the Storage Bin except in accordance with the terms of the Declaration, By-Laws, and Rules and Regulations. Residential Unit Owners shall be obligated at their sole cost and expense to obtain and maintain insurance covering their respective Storage Bins in amounts sufficient to cover the property located therein. Neither the Condominium Board nor the Condominium Board's agents or employees shall be liable for the theft or damage to any property stored in the Storage Bin and the Storage Area. The Condominium Board and its agents and employees shall have the right, but not the obligation, to open the Storage Bin in an emergency at any time, and, at other reasonable times upon prior notice to the Residential Unit Owner having ownership of the Storage Bin, to inspect and examine the Storage Bin, and the Storage Area, and to make any such repairs, replacements and improvements as the Condominium Board shall deem necessary.

(H) The Condominium Board may, in its sole discretion, consent to the use of a Residential Unit as a professional or business office or for any purpose other than that set forth in paragraph (B) hereof, provided that the nature and manner of such use complies with Law and does not violate the then existing certificate of occupancy covering the Condominium. Any such consent shall be in writing and shall be personal to such Residential Unit Owner. Any lessee of, or successor in title to, such Residential Unit Owner shall be required to obtain the prior written consent of the Condominium Board before using such Residential Unit for any purpose other than that set forth in paragraph (B) hereof.

(I) Notwithstanding anything to the contrary contained in this Section 5.7, Sponsor may, without the consent of either the Condominium Board or the Unit Owners:

(x)grant permission for the use of any Unsold Unit as a professional or business office or for any other purpose, provided that the nature and manner of such use complies with Law and the user thereof complies with Law; and

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

Section 5.8 *Use of the Common Elements*.

(A) Subject to the terms of paragraphs (B) and (C) of this Section 5.8, the Common Elements (including, without limitation, the electrical, heating, gas, plumbing and other mechanical systems and equipment of the Condominium and the Facilities) may be used only for the furnishing of the services and facilities, and for the other uses, for which they are reasonably suited and capable. In addition, no furniture, packages, or objects of any kind shall be placed in the lobbies, vestibules, public halls, stairways, public elevators, or any other part of the Common Elements (except for those areas designated as Storage Areas) without the prior written consent of the Condominium Board. The lobbies, vestibules, public halls, stairways and public elevators shall be used only for access and for normal passage through them. Accordingly, all Unit Owners shall require their tradesperson to utilize exclusively the elevator and entrance designated by the Condominium Board for transporting packages, merchandise, or other objects.

(B) The owner or owners of any 2 or more Residential Units, which Residential Units are the only Units serviced or benefited by any Residential Common Element adjacent or appurtenant to such Residential Units (for example, that portion at the end of any residential hallway that is directly adjacent to any such Residential Units located on opposite sides of such hallway) shall, with the consent of the Condominium Board (which consent shall not be unreasonably withheld or delayed, but subject to compliance with all requirements regarding alterations), have the right to use such Residential Common Elements exclusively, as if it were a part of such Residential Units (including the right, in the above example of a portion of a hallway, to enclose such portion), and no amendment to the Declaration or reallocation of Common Interests shall be made by reason thereof. In such event, however, such owner or owners shall, at such owner's or their sole cost and expense, both (i) operate, maintain and repair such Residential Common Element for so long as such owner or owners (or their successors) exercise such exclusive right of use and (ii) restore such Residential Common Element to its original condition, reasonable wear and tear excepted, after such owner or owners cease to exercise such exclusive right of use.

(C) The terms of paragraph (A) of this Section 5.8 shall not apply to Sponsor for so long as there are any Unsold Units. Sponsor shall have the right, without charge or limitation, to: (i) erect and maintain signs, of any size or content determined by Sponsor on or about any portion of the Common Elements chosen by Sponsor including, the area adjacent to the main entrances of the Condominium; (ii) have its employees, contractors, subcontractors and sales agents present on the Property; and (iii) do all things necessary or appropriate, including the use of the Common Elements (such as lobbies, corridors and the like), to sell, lease, manage, or operate Unsold Residential Units, to complete any work or repairs to the Condominium expressly undertaken by Sponsor and to comply with Sponsor's obligations under the Plan and the Condominium Documents. In no event, however, shall Sponsor be entitled to use any Common Elements in such a manner as will unreasonably interfere with the use of any Unit for its permitted purposes.

(D) Storage Bins shall be subject to Section 5.7(G) above. Except for Sponsor, no Storage Bin may be owned independently of a Residential Unit.

(E) The Condominium Board has the authority to promulgate additional rules regarding the use of and access to the Storage Bins and the procedures for assigning such Storage Bins. A Residential Unit Owner may transfer or surrender a Storage Bin License to the Condominium Board which shall be authorized to reissue such Storage Bin License to another Residential Unit Owner for such consideration as the Condominium Board shall deem appropriate.

(F) Notwithstanding anything to the contrary contained in this Section 5.8, Sponsor may, without the consent of either the Condominium or the Unit Owners, use any unsold Storage Bin for any purpose, provided such use is permitted by Law, without being required to enter into a Storage Bin License.

Section 5.9 *Rights of Access*; *Certain Limited Access Areas*

(A) Each Unit Owner shall grant to the Condominium Board, to the Managing Agent or manager (if any), to the Resident Manager or to any other Person authorized by any of the foregoing a right of access (including the right of forced entry if required in the discretion of the party seeking such entry) to the Unit and its appurtenant Limited Residential Common Elements, if any, and any Storage Bin, for the purposes of:

(i) making inspections of, or removing violations noted or issued by any governmental authority against, the Units, the Common Elements or any other part of the Property;

(ii) curing defaults hereunder or under the Declaration or violations of the Rules and Regulations committed by such Unit Owner or correcting any conditions originating in the Unit and threatening another Unit or all or a portion of the Common Elements;

(iii) performing maintenance, installations, alterations, repairs, or replacements to the structural elements, mechanical or electrical services or other portions of the Common Elements located within the Unit or elsewhere in the Condominium;

(iv) reading, maintaining, or replacing utility meters relating to the Common Elements, to the Unit, or to any other Unit; or

(v) correcting any condition that violates the provisions of any Permitted Mortgage encumbering another Unit.

Except in cases of emergency (that is, a condition requiring repairs or replacement immediately necessary for the preservation or safety of the Condominium or for the safety of the occupants of the Condominium or other individuals, or required to avoid the suspension of any necessary service in the Condominium), the foregoing rights of access shall be exercised only upon not less than 1 day's advance notice and only in such a manner as will not unreasonably interfere with the normal conduct of business of the Non-Residential Unit Owners or other occupants of the Non-Residential Units or with the use of the Residential Units and their appurtenant Limited Residential Common Elements for their permitted purposes. In cases of emergency, however, such rights of access may be exercised immediately, without advance notice and whether or not the Unit Owner is present.

(B) Each Unit Owner shall grant a right of access to its Unit and its appurtenant Limited Residential Common Elements, if any, and the Condominium Board shall grant rights of access to the Common Elements, to Sponsor and its contractors, subcontractors, agents and employees for the purpose of fulfilling Sponsor's obligations as set forth in the Plan or in any amendment thereto, provided that access thereto shall not be exercised, with respect to any Unit and its appurtenant Limited Residential Common Elements, if any, in such a manner as will unreasonably interfere with the use of such Unit and its appurtenant Limited Residential Common Elements, if any, for their permitted purposes.

(C) Sponsor and its contractors, subcontractors, agents and employees will have a right of access to each Unit and to all of the Common Elements for the purpose of fulfilling Sponsor's obligations under the Plan and performing certain alterations and repairs in or about the Units and the Common Elements. Sponsor will use reasonable efforts in order to exercise such access in such a manner as will not unreasonably interfere with the use of any Unit for its permitted purposes. If reasonable care under the circumstances is exercised to safeguard the Unit Owner's property, such entry shall not render Sponsor or its authorized agents liable for any damage to the Unit or to the personal property or fixtures contained therein.

(D) The residents of the 150 Building will have a gated semi-private exterior garden, as shown as Residential Common Element on the Floor Plans, located between the 150 Building's residential lobby and the Courtyard/Garden. This gated garden area will be available only for the use and enjoyment of occupants of the 150 Building, and access will be limited to the occupants of such the 150 Building.

(E) The residents of the 145 Building will have a gated semi-private exterior garden, as shown as Residential Common Element on the Floor Plans, located between the 150 Building's residential lobby and the Courtyard/Garden. This gated garden area will be available only for the use and enjoyment of occupants of the 145 Building, and access will be limited to the occupants of such the 150 Building.

(F) Notwithstanding anything to the contrary contained in the Declaration or Bylaws, the following Residential Common Elements shall only be accessible by Condominium staff for maintenance purposes: (i) the outdoor area shown as Residential Common Element on the Floor Plans and located between the two private Terraces on the 3rd floor and on the 5th floor

of the 150 Building; and (ii) the outdoor area as shown as Residential Common Element on the Floor Plans and located to the north of the elevators on the 7th floor of the 155 Building.

(G) As described in the Declaration, the following Residential Common Elements shall be subject to easements for rights of access by the Non-Residential Unit Owners, their tenants, occupants, guests and invitees as set forth below:

(i) The Community Facility Unit shall have easements (x) for ingress and egress to and from the Community Facility Unit over the Residential Common Element 4th floor hallway and Stairs A and B routes described below extending from the overrun on the 4th floor of the Condominium to the Service Elevator #3 as shown on the Floor Plans, in order to access and maintain the passenger elevators that are a portion of the Community Facility Unit; (y) for ingress and egress to and from the Community Facility Unit from Stair 'P' over the Residential Common Element ground floor hallway extending from the terminus of the stair at the ground floor to the exit doors at 7th Avenue, and (z) for ingress and egress to and from the Community Facility Unit through the adjacent Residential Common Element cellar floor hallway and extending to the 7th Avenue exit doors by way of Stair B and the Residential Common Element ground floor hallway connecting them to the 7th Avenue service entrance and by way of Stair A and a portion of the Residential Common Element ground floor hallway noted in 10.3(a) of the Declaration connecting to the residential lobby and its exit door at 155 W. 11th Street, so as to provide access to the control room in the cellar, for maintenance to the passenger elevators that are a portion of the Community Facility Unit.

(ii) The Retail Units shall have an easement for ingress and egress over the Residential Common Element ground floor hallway running north to south adjacent to Retail Units for ingress and egress, including the area of the service entry from this Residential Common Element ground floor hallway to the exit doors at 7th Avenue.

(iii) The Storage Unit shall have an easement for ingress and egress to and from the Storage Unit over a portion of the adjacent Residential Common Element cellar floor hallway to the 7th avenue exit doors by way of Stairs A and B, and the Residential Common Element hallways ground floor connecting these stairs to the 7th Avenue service entrance.

(iv) The Garage Unit shall have an easement through the Common Elements for access for maintenance of the exhaust equipment that is part of the Garage Unit located in the roof bulkhead of 145 West 11th Street, and shall have an easement for ingress/egress to and from the Garage Unit through portions of the Residential Common Element cellar hallway adjacent to the Garage Unit entry/exit locations and continue through Stair 'F', and the service entrance located in 150 West 12th Street to the north exit and Stair K , and the Residential Common Element service hallway within 145 West 11th Street and through the remaining portion of same Residential Common Element service hallway in 155 West 11th Street to the south exit.

Section 5.10 *Modification of the Rules and Regulations.* The Condominium Board shall have the right to amend, modify, add to, or delete any of the Rules and Regulations from time to

time, provided, however, that any such amendment, modification, addition, or deletion may be overruled by a vote of at least 66 2/3% of all Residential Unit Owners, in number and Common Interest. Copies of the text of any amendments, modifications, additions, or deletions to the Rules and Regulations shall be furnished to all Unit Owners not less than 30 days prior to the effective date thereof. Notwithstanding the foregoing, the Condominium Board shall not have the right to amend, modify, add to, or delete any of the Rules and Regulations if the same would materially and adversely affect Sponsor and/or a Non-Residential Unit Owner, without the prior written consent of Sponsor or the affected Non-Residential Unit Owner. Notwithstanding the foregoing, the Condominium Board shall not have the right to amend, modify, add to, or delete any of the Rules and Regulations if the same would adversely affect a Non-Residential Unit and the use thereof, without the prior written consent of the affected Non-Residential Unit Owner.

Section 5.11 *Real Estate Taxes*. Unless and until real estate taxes are billed directly to Unit Owners by the City Collector, the Condominium Board shall promptly pay such taxes as a Common Expense. In the event of a proposed sale of any Unit, the Condominium Board (for so long as the Condominium Board is still paying such real estate taxes) shall, upon the written request of the selling Unit Owner, execute and deliver to the purchaser of such Unit, or to such purchaser's title company, a letter agreeing to promptly pay all such real estate taxes affecting such Owner's Unit to the date of the Closing of Title to such Unit.

Section 5.12 *Fuel (Steam)*. Unless and until fuel (steam) is billed directly to Unit Owners by the supply company, or until submeters are installed, in accordance with and subject to the provisions of the Plan, the cost and expense of fuel (steam) serving or benefiting any Unit and/or Common Element shall be: (i) considered part of the expense of maintaining such Unit and/or Common Element, (ii) determined by the Condominium Board, (iii) paid by the Condominium Board, and (iv) charged to: (a) the Unit Owners as a General Common Expense for such portion attributable to the General Common Elements, (b) the Non-Residential Unit Owners as a General Common Expense for such portion attributable to the Non-Residential Units, and (c) the Residential Unit Owners as a Residential Common Expense for such portion attributable to the Residential Units and/or the Residential Common Elements and/or the Limited Residential Common Elements. In the event there is a particular or unique use being made of a Unit and/or Common Element, the Condominium Board shall cause a new survey to be made the cost of which shall be borne by the Unit Owners as a General Common Expense. Notwithstanding the foregoing, it is anticipated that the Retail Units and the Community Facility Unit will be submetered for steam.

Section 5.13 *Water Charges and Sewer Rents*. Unless and until water is separately metered in a Unit and water charges and sewer rents are billed directly to a Unit Owner by the City Collector, in accordance with and subject to the provisions of the Plan, the cost and expense of water serving or benefiting a Unit and/or Common Element shall be: (i) considered part of the expense of maintaining such Unit and/or Common Element, (ii) determined by the Condominium Board, (iii) paid by the Condominium Board, and (iv) charged to: the Residential Unit Owners as a Residential Common Expense for such portion attributable to the Residential Units and/or Residential Common Elements and/or Limited Residential Common Elements, and (b) the Unit Owners as a General Common Expense for such portion attributable to the General Common Elements. In addition, the cost of submetering shall be a Residential Common Expense if pertaining to Residential Units and a General Common Expense if pertaining to all Units. Notwithstanding the foregoing, it is anticipated that the Non-Residential Units will be submetered for water and sewer usage.

Section 5.14 *Electricity*.

(A) Electricity for each Residential Unit and the Non-Residential Units (including tenants occupying portions of the Non-Residential Units) shall be either individually direct metered or submetered for each Unit (or portion thereof). It is anticipated that the Retail Units and the Community Facility Unit will be directly metered, and the Storage Unit and Garage Unit will be submetered.

(B) If individually direct metered, each Unit Owner shall be required to pay the billing utility directly for electricity consumed in such Unit Owner's Unit (or portion thereof).

(C) If the Residential Units or the Non-Residential Units are submetered, each Unit Owner shall be required to pay bills for electricity consumed in such Unit Owner's Unit to the Condominium Board or to the servicing company engaged by the Condominium Board to perform such services all at the direction of the Condominium Board. The Common Expenses shall include fees for administering and servicing the submeters. In the event that a Unit Owner fails to pay for its submetered electricity, the Condominium Board shall be responsible to pay such expense on the Unit Owner's behalf and such electricity charges shall be deemed Common Charges allocable to the defaulting Unit Owner and the Condominium Board shall have a lien for non-payment of the expense as provided in Article 6.5 of these By-laws.

(D) Electricity for the Residential Common Elements shall be supplied through one or more separate meters therefore and the cost thereof will be paid by the Condominium Board and will be borne by the Residential Unit Owners as Residential Common Charges.

(E) In addition, the cost of submetering shall be a Residential Common Expense if pertaining to Residential Units and a General Common Expense if pertaining to all Units.

(F) Any disputes with respect to submetering rates and billing must be submitted to Arbitration pursuant to Article 10 of these By-laws.

Section 5.15 *Record and Audits*.

(A) The Treasurer of the Condominium, or the Managing Agent under the supervision of such Treasurer, shall keep full, detailed and accurate records and books of account with respect to the financial affairs of the Condominium, which records and books of account shall include, without limitation, (i) a listing of all receipts of and expenditures by the Condominium Board and the Managing Agent and (ii) a separate listing for each Unit, setting forth, among other things, the amount of each assessment of Common Charges and Special Assessments levied against such Unit, the date when due, the amounts paid thereon and the balance, if any, remaining unpaid, as well as all Permitted Mortgages having an interest in such Unit.

(B) Within 4 months after the end of each fiscal year of the Condominium, the Condominium Board shall submit to each Unit Owner, and, if so requested, to any Permitted Mortgagee, an annual report of the receipts and expenditures of the Condominium prepared and certified by an independent certified public accountant. The cost of preparing and distributing each such report shall be borne by the Condominium Board as a General Common Expense. The fiscal year of the Condominium shall be a calendar year.

Section 5.16 *Triangle Park Operation*.

Pursuant to the Restrictive Declaration, the Condominium shall have certain responsibilities in perpetuity with respect to the maintenance, upkeep and repair and replacement of portions of the Triangle Park. Sponsor shall be entitled to enter into any operating agreement in connection with the operation of the Triangle Park on behalf of the Condominium Board. From and after the First Closing, the Condominium shall be deemed to have assumed the obligations of the Declarant under the Restrictive Declaration as set forth therein. The president, the vice president and the treasurer of the Condominium Board shall be designated to serve as the three (3) directors to serve upon the Open Space Oversight Organization formed by Sponsor pursuant to the Restrictive Declaration to oversee the operation of the Triangle Park, unless the Condominium Board otherwise designates other Members of the Condominium Board or Residential Unit Owners to serve on such Open Space Oversight Organization. These directors shall be authorized to make any and all decisions on behalf of the Condominium relating to such Triangle Park Operation. No director may vote to increase the costs, or any obligations, of Sponsor or any affiliate thereof in connection with the Triangle Park, except Sponsor's share of costs borne by all Unit Owners so long as Sponsor shall own any Units. All costs associated with the Triangle Park shall be General Common Expenses assessed to all Unit Owners. The Condominium shall indemnify Sponsor from and all loss, cost or expense in connection with the obligations of the Condominium for the operation and maintenance of the Triangle Park under the Restrictive Declaration.

## ARTICLE 6

## COMMON CHARGES

Section 6.1 *Determination of Common Expenses and Fixing of Common Charges*.

(A) From time to time, but not less frequently than once a year, the Condominium Board shall: (i) prepare and adopt a budget for the Condominium, subject, in all respects, to the strictures set forth in Section 2.5 hereof; (ii) determine the aggregate amount of Common Charges necessary to be charged to the Unit Owners in order to meet the Common Expenses; and (iii) allocate and assess such Common Charges amongst the Unit Owners in accordance with allocations set forth in the First Year's Budget. The Condominium Board shall advise all Unit Owners promptly thereafter in writing of the amount of Common Charges payable by each of them, not later than 10 days prior to the date upon which the first installment of newly-determined Common Charges is due, and shall furnish copies of the budget (in a reasonably itemized form) upon which such Common Charges are based to all Unit Owners and to their respective Permitted Mortgagees whenever requested in writing by such Permitted Mortgagees. The Condominium Board may, subject to the below paragraphs of this Section 6.1, at its sole discretion, from time to time increase or decrease the amount of Common Charges allocated to the Units and payable by the Unit Owners and may modify its prior determination of the Common Expenses for any fiscal year so as to increase or decrease the amount of Common Charges payable for such fiscal year or portion thereof; however, no such revised determination of Common Expenses shall have a retroactive effect on the amount of Common Charges payable by Unit Owners for any period prior to the date of such new determination. Notwithstanding the foregoing, however, the Condominium Board shall not reduce the Common Charges payable during any fiscal year occurring within the Initial Control Period solely as a result of either reducing the number of employees of the Condominium below the number employed (or

anticipated in the First Year's Budget) for the Property on the date of recording the Declaration except with the Sponsor's prior written consent, or eliminating or reducing the insurance coverage below that provided for the Property on such date, except with the concurrence of a majority of the Members of the Condominium Board elected by Unit Owners other than Sponsor. All Unit Owners will be given a copy of the proposed annual budget of the Condominium at least 10 days prior to the date set for adoption thereof by the Condominium Board.

(B) The failure or delay of the Condominium Board to prepare or adopt a budget or to determine the Common Expenses for any fiscal year or portion thereof shall not be deemed a waiver or modification in any respect of the covenants and provisions hereof or a release of any Unit Owner from the obligation to pay Common Charges. In such event, the Common Charges that were computed on the basis of the Common Expenses last determined for any fiscal year or portion thereof shall continue thereafter to be the Common Charges payable by the Unit Owners until a new determination of the Common Expenses shall be made.

(C) In addition to the foregoing duty to determine the amount of and assess the Common Charges, the Condominium Board shall have the right, subject, in all respects, to the strictures contained in Section 2.5 hereof, to levy Special Assessments to meet the Common Expenses. All Special Assessments relative to the General Common Elements shall be levied against all Unit Owners in proportion to their respective Common Interests and all Special Assessments relative to the Residential Common Elements and/or the Limited Residential Common Elements shall be levied against all Residential Unit Owners in proportion to their Residential Common Interests, except with respect to any Special Assessments relative to the Storage Licenses which shall be levied only against the licensees of such Storage Bin Licenses in equal shares relative to the number of such Storage Bin Licenses. Special Assessments may be payable either in one lump sum or in installments, as the Condominium Board shall determine, provided, however, that the Condominium Board shall give each Unit Owner not less than 15 days' written notice prior to the date upon which such Special Assessment, or the first installment thereof, shall be due and payable, which notice shall set forth, in reasonable detail, the nature and purpose thereof. The Condominium Board shall have all rights and remedies for the collection of Special Assessments as are provided herein for the collection of Common Charges (including, without limitation, the provisions of Section 6.5 hereof).

(D) A Reserve Fund will be established by the Condominium for the sole purpose of payment of costs and expenses related to capital reserves and replacements for Condominium systems and components.

(E) The excess of all rents, profits and revenues derived from the rental or use of any space forming a part of, or included in, any, General Common Element, or Residential Common Element remaining after deduction of all expenses incurred in connection with generating the same shall constitute income of the Unit Owners or the Residential Unit Owners, as applicable and shall be collected on behalf of the Unit Owners or Residential Unit Owners, as applicable by the Condominium Board and applied against the General Common Expenses attributable to the General Common Elements, or the Residential Common Expenses attributable to the Residential Common Elements, or the Limited Residential Common Elements, as appropriate for the fiscal year in which collected. In the event that such net rents, profits and revenues, together with the Common Charges and any Special Assessments collected from the Unit Owners, for any year of operation shall exceed the Common Expenses for such year, then such excess shall be applied by the Condominium Board against the General Common Expenses attributable to the General Common Elements, or the Residential Common Expense attributable to the Residential Common Elements or the Limited Residential Common Elements depending on

whether the excess relates to the General Common Elements or the Residential Common Elements or the Limited Residential Common Elements for the next succeeding year(s) of operation. No Unit Owner shall be entitled to a distribution of any portion of such excess unless the Condominium Board shall determine to distribute all or part of such excess to all Unit Owners pro-rata, in proportion to their respective Common Interests, or Residential Common Interests, as appropriate and any such distributions must be made out of the Common Charges collected from Unit Owners.

(F) Notwithstanding anything herein to the contrary, certain items of Common Expenses have been allocated amongst the Residential Units (in the aggregate) and the Non-Residential Units, on the basis of usage rather than Common Interest. These items of Common Expenses have been specially allocated in accordance with Article 8 of the Declaration so that the Common Expenses budget line items from which the Non-Residential Units have not been allocated any expense are described in Schedule B are as follows: (a) cooking and fireplace gas (any usage by a Non-Residential Unit owner will be submetered); (b) water charges and sewer rents (any usage by a Non-Residential Unit owner will be submetered); (c) heat and hot water for the Residential Units; and (d) Amenity Facilities costs. A Non-Residential Unit Owner shall pay Common Charges at a reduced level are for the following budget line items on Schedule B, by paying its percentage of Common Interest for (i) the time of the Resident Managers, Assistant Superintendent, one handyman, three porters and 6 watch engineer's time that will be devoted to the General Common Elements, which is estimated to be 10% of the time spent by such employees, for a period of 4 hours per week, per man; (ii) the amount of electricity cost attributable to the General Common Elements, which is estimated to be ten percent (10%) of the budgeted cost (provided that the Garage Unit shall be exempt from any electrical cost relating to the cooling tower, for which it derives no benefit); (iii) for the budget line items in "Services and Supplies" relating to respect to sprinkler system/fire protection alarm system, exterminator, water treatment, generator and building maintenance systems, and $10,000 of the estimated $82,656 that is budgeted for "Miscellaneous Supplies" (and shall be exempt from all other expense categories within the budget line item for "Services and Supplies"); and (iv) the portion of the costs for the Resident Manager's Unit attributable to the amount of time spent by the Resident Manager in service of the General Common Elements, which is estimated to be ten percent (10%) of the budgeted amount. The First Year's Budget sets forth the percentage for each line item, if any, to be paid for by the Residential Units and the Non-Residential Units, which percentages are deemed presumptive evidence of reasonableness. The Condominium Board may not modify these allocations without the unanimous consent of the Non-Residential Unit Owners affected by any such change in allocation. Any new line items which may be added to the budget by the Condominium Board in the future shall be paid for on the same basis. Any dispute with respect to the method of allocation of Common Expenses affecting the Non-Residential and the Residential Unit Owners shall be decided by arbitration in accordance with Article 10 hereof. The provisions of this Section 6.1(F) may not be amended without the prior written consent of the Non-Residential Unit Owners.

Section 6.2 *Payment of Common Charges*.

(A) All Unit Owners (including Sponsor with respect to Unsold Residential Units for so long as the same are owned thereby) shall be obligated to pay Common Charges and Special Assessments assessed by the Condominium Board pursuant to the terms of Section 6.1 hereof at such time or times (but not less than annually) as the Condominium Board shall determine. Unless otherwise determined by the Condominium Board, Common Charges shall be payable in installments on the first day of every month in advance. To the extent permitted by Law, the Condominium Board shall have a lien on each Unit, on behalf of all Unit Owners, for

unpaid Common Charges and Special Assessments assessed against such Unit. Such lien, however, shall be subordinate, to the extent permitted by Law, to any liens for real estate taxes assessed against such Unit and any sums unpaid on a Permitted Mortgage recorded against the Unit.

(B) Notwithstanding anything to the contrary contained in paragraph (A) above, during the Initial Control Period, the Condominium Board, in its sole discretion, shall have the right to waive all Unit Owner's obligations to pay Common Charges from and after the First Closing for a period to be determined by the Condominium Board, provided during such period, the basic operating costs of the Condominium (exclusive of reserves) are paid from the working capital fund and any balance by Sponsor. Sponsor further reserves the right to collect the full amount of Common Charges from all Unit Owners (including Sponsor with respect to Unsold Units) and refund a portion of such Common Charges in the event the actual costs to operate the Condominium prove to be less than the full amount of Common Charges provided for in the First Year's Budget of the Condominium.

(C) No Unit Owner shall be liable for the payment of any part of the Common Charges and any Special Assessments assessed against the Unit subsequent to a sale, transfer, or other conveyance by Unit Owner of such Unit, together with its Appurtenant Interests, made in compliance with the terms of Article 7 hereof. A purchaser or other successor-in-title to the owner of a Unit shall be liable for the payment of all Common Charges and any Special Assessments accrued and unpaid against such Unit prior to such purchaser's acquisition thereof, except that, to the extent permitted by Law, a Permitted Mortgagee acquiring title to a mortgaged Unit or a purchaser at a mortgage foreclosure sale held with respect to a Permitted Mortgage shall not be liable, and such mortgaged Unit shall not be subject to a lien, for the payment of any Common Charges and Special Assessments assessed subsequent to the recording of such Permitted Mortgage and prior to the acquisition of title to such Unit by the Permitted Mortgagee or by such purchaser. However, in the event of a foreclosure of a Permitted Mortgage (whether by sale, deed in lieu of foreclosure, or otherwise), the defaulting Unit Owner shall remain fully liable for the payment of all unpaid Common Charges and Special Assessments that accrued prior to such foreclosure or sale. Any excess proceeds from such foreclosure or sale shall be paid directly to the Condominium Board in payment of all unpaid Common Charges and Special Assessments. In the case of a Residential Unit, any remaining unpaid Common Charges and Special Assessments that are not collected from such foreclosure sale or from the defaulting Residential Unit Owner shall be deemed a Residential Common Expense, collectible from all those who are Residential Unit Owners at the time the same is levied. In the case of the Non-Residential Units, any remaining unpaid Common Charges and Special Assessments that are not collected from such foreclosure or sale or from the defaulting Non-Residential Unit Owners shall be deemed a Common Expense, collectible from all those who are Unit Owners at the time that the same is levied.

(D) Subject to the terms and conditions contained in these By-laws, any Unit Owner may convey the Unit, together with its Appurtenant Interests, to the Condominium Board or to its designee, corporate or otherwise, on behalf of all Unit Owners, without being compensated therefore, and, in such event, be exempt from the payment of Common Charges and Special Assessments thereafter accruing, provided, however, that: (i) all Common Charges and any Special Assessments then due and payable with respect to such Unit have been paid; (ii) such Unit is free and clear of all liens and encumbrances other than a Permitted Mortgage and the statutory lien for unpaid Common Charges and Special Assessments; and (iii) no violation of any provision of the Condominium Documents then exists with respect to such Unit. However, in no event shall Sponsor be permitted to convey any Unsold Unit to the Condominium Board and

thereby exempt itself from Common Charges and any Special Assessments attributable to such Unit thereafter accruing unless the aggregate Common Interests then appertaining to the Unsold Units constitute 15% or less of the total Common Interests then appertaining to all Units, at least five years shall have elapsed from the date of the First Closing and, at the time of conveyance, Sponsor shall pay to the Condominium Board an amount equal to the product of the then current monthly Common Charges for the Unsold Unit(s) being conveyed multiplied by 24.

(E) No Unit Owner shall be exempted from liability for the payment of Common Charges or Special Assessments by waiving the use or enjoyment of any or all of the Common Elements or by abandoning the Unit (except with respect to a conveyance of the same to the Condominium Board, without compensation, pursuant to the terms of paragraph (D) hereof). Except as expressly provided to the contrary in paragraph (E) of Section 5.5 hereof, no Unit Owner shall be entitled to a diminution or abatement in the Common Charges or Special Assessments payable thereby for any inconvenience or discomfort arising from: (i) the failure or interruption of any utility or other services; (ii) the making of repairs or improvements to the Common Elements or any Unit (including, without limitation, such Unit) pursuant to the terms of Section 5.1, 5.2, or 5.3 hereof; or (iii) any action taken by the Condominium Board or the officers of the Condominium to comply with Law.

Section 6.3 *Statement of Common Charges*. The Condominium Board shall promptly provide a written statement of unpaid Common Charges due from any Unit Owner upon its receipt of a written request therefore from such Unit Owner. In addition, each Unit Owner shall be permitted to examine the books of account of the Condominium at reasonable times on business days, but not more frequently than once a month.

Section 6.4 *Common Charge Deposit for Foreign Owners*. Any Unit Owner that is a foreign government, a resident representative of a foreign government or such other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity) shall deposit with the Condominium Board upon demand an amount equal to two (2) times the then current annual Common Charges for such Unit, subject to increase from time to time as such Common Charges increase, together with the full amount of any special assessment levied against, or allocable to, such Unit, as security for the faithful observance by such Unit owner of the terms, provisions and conditions of these By-laws. In the event that such Unit Owner defaults in respect of the terms, provisions and conditions of these By-laws, the Condominium Board may use, apply or retain the whole or any part of the security so deposited, to the extent required for the payment of any Common Charges or any other sum to which such Unit Owner is in default. If the Condominium Board applies or retains any part of said security, the Unit Owner in question, within ten (10) days after notice from the Condominium Board, shall deposit with the Condominium Board the amount so applied or retained so that such Condominium Board has the full amount of said security on hand at all times.

Section 6.5 *Default in Payment of Common Charges*.

(A) The Condominium Board shall take prompt action to collect any Common Charges due to the Condominium Board that remain unpaid for more than 10 days after the due date for the payment thereof, including, but not limited to, the imposition of late charges, notice fees and the institution of such actions for the recovery of interest and expenses as provided in this Article 6. All costs and expenses incurred by the Condominium Board (including reasonable attorney's fees) as a result of its attempt to collect unpaid Common Charges and/or Special Assessments shall be borne by the Unit Owner and shall constitute Common Charges

payable by such Unit Owner. In connection therewith, the Condominium Board shall have the right and obligation to cause liens for all sums due and owing to the Condominium Board to be filed in the Register's Office pursuant to the terms of Section 339-z of the Condominium Act, to cause such liens to be foreclosed in the manner provided in Section 339-aa of the Condominium Act and/or to institute all other proceedings deemed necessary or desirable by the Condominium Board to recover all such unpaid Common Charges, together with all additional sums of money collectible by the Condominium Board by reason of such nonpayment pursuant to the terms of paragraph (B) hereof. A suit to recover a money judgment for unpaid Common Charges, however, shall be maintainable without foreclosing or waiving the lien securing such charges.

(B) In the event that any Unit Owner shall fail to make prompt payment of Common Charges, such Unit Owner shall be obligated to pay: (i) interest thereon at the rate of 1.5% per month of such unpaid amounts (less any late "charges" theretofore collected), to be computed from the due date thereof until paid in full, together with all costs and expenses paid or incurred by the Condominium Board, the Managing Agent, or the manager (if any) in connection with collecting such unpaid Common Charges with interest as aforesaid and/or in foreclosing the aforementioned lien, including, without limitation, reasonable attorneys' fees and disbursements and court costs; (ii) a late charge of $150 per month for Common Charges which remain unpaid for more than 10 days after the date when due, plus all expenses of collection including but not limited to reasonable attorney's fees, in such amount as may be determined by the Condominium Board from time to time, to be computed from the due date thereof until paid in full. In addition, if the Condominium Board shall bring an action to foreclose the aforementioned lien, the defaulting Unit Owner will be required to pay a reasonable rental for the use of the Unit, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. All such late charges, interest, costs and expenses and rentals shall be added to and shall constitute Common Charges payable by such Unit Owner.

(C) In any action brought by the Condominium Board to foreclose a lien on a Unit because of unpaid Common Charges, the Condominium Board shall have, on behalf of all Unit Owners, the power to purchase such Unit at the foreclosure sale thereof and to acquire, hold, lease, mortgage, convey, or otherwise deal with such Unit (but not to vote the votes appurtenant to the same). In the event that the net proceeds received on such foreclosure (after deduction of all legal fees and disbursements, advertising costs, brokerage commissions, court costs and other costs and expenses paid or incurred in connection therewith) shall be insufficient to satisfy the defaulting Unit Owner's obligations to the Condominium, such Unit Owner shall remain liable for the deficit. Any surplus on such foreclosure shall be paid to the defaulting Unit Owner after first paying all liens on such Unit Owner's Unit in the order of priority of such liens.

(D) If the Unit Owner shall at any time lease the Unit and shall default in the payment of any Common Charges or additional Common Charges, the Condominium Board may, at its option, so long as such default shall continue, demand and receive from the tenant the rent due or becoming due from such tenant to the Unit Owner, and apply the amount to pay sums due and to become due from the Unit Owner to the Condominium. Any payment by a tenant to the Condominium shall constitute a discharge of the obligation of such tenant to the Unit Owner, to the extent of the amount so paid. The acceptance of rent from any tenant shall not be deemed a consent to or approval of any leasing by the Unit Owner, or a release or discharge of any of the obligations of the Unit Owner hereunder. In the event the tenant fails to pay the rent to the Condominium after demand by the Condominium Board, the Condominium Board shall have the right to commence summary eviction proceedings in the name of or on behalf of the Unit Owner, against the tenant. All costs and expenses incurred by the Condominium Board (including

reasonable attorney's fees) in connection therewith, shall be borne by the Unit Owner and shall constitute Common Charges payable by such Unit Owner.

## ARTICLE 7

## SELLING AND LEASING OF UNITS; ASSIGNMENT OF STORAGE BIN LICENSES

Section 7.1 *General*. Subject to the terms of Section 7.5 hereof, each Residential Unit Owner may (i) sell the Residential Unit and (ii) lease the Residential Unit for periods of not less nor more than one (1) year, provided however, no Residential Unit Owner may sell or lease the Residential Unit except in compliance with the applicable provisions of this Article 7 and the policies and procedures established by the Condominium Board. Any purported sale or lease consummated in default in the applicable terms hereof shall be voidable at the sole election of the Condominium Board, and, if the Condominium Board shall so elect, the selling or leasing Residential Unit Owner shall be deemed to have authorized and empowered the Condominium Board to institute legal proceedings to eject the purported purchaser (in the event of an unauthorized sale) or to evict the purported tenant (in the event of an unauthorized lease) in the name of such Residential Unit Owner. Such Residential Unit Owner shall reimburse the Condominium Board for all costs and expenses paid or incurred in connection with such proceedings, including, without limitation, reasonable attorneys' fees and disbursements and court costs.

Section 7.2 *Right of First Refusal*.

(A) Subject to the terms of Sections 7.5 and 7.9 hereof, any contract to sell a Residential Unit together with its Appurtenant Interests and any lease of a Residential Unit ("Sale Agreement" or "Lease Agreement") shall contain the following language: "THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE HEREBY MADE EXPRESSLY SUBJECT TO THE RIGHTS, IF ANY, OF THE CONDOMINIUM BOARD OF THE CONDOMINIUM WITH RESPECT TO THE TRANSACTION EMBODIED HEREIN PURSUANT TO THE TERMS OF SECTIONS 7.2 AND 7.3 OF THE BY-LAWS OF THE CONDOMINIUM, AS THE SAME MAY HAVE BEEN AMENDED." Promptly after any such bona fide Sale Agreement or Lease Agreement shall be fully executed, the Residential Unit Owner executing the same ("Offeree Unit Owner") shall send written notice thereof to the Condominium Board by certified or registered mail, return receipt requested, which notice shall be accompanied by a fully executed, original counterpart of the Sale Agreement or Lease Agreement, as the case may be, containing all of the terms offered in good faith by the prospective purchaser or tenant ("Outside Offeror").

(B) The sending of the notice referred to in paragraph (A) of this Section 7.2 shall constitute an offer by the Offeree Unit Owner to sell the Residential Unit, together with its Appurtenant Interests, or to lease the Residential Unit, as the case may be, to the Condominium Board or to its designee, corporate or otherwise, on behalf of all Residential Unit Owners, subject, however, to any variance therefrom provided in Section 7.3 hereof. The giving of such notice shall further constitute a representation and warranty by the Offeree Unit Owner to the Condominium Board, on behalf of all Unit Owners, that such Offeree Unit Owner believes the Sale Agreement or Lease Agreement to be a bona fide in all respects. Thereafter, upon the written demand of the Condominium Board, the Offeree Unit Owner shall submit to the Condominium Board, in writing, such further information with respect to the Outside Offeror and the Sale Agreement or Lease Agreement as the Condominium Board may reasonably request.

which may include, but shall not be limited to, security search documentation with respect to an Outside Offeror.

(C) The Condominium Board may elect, by sending written notice thereof to the Offeree Unit Owner by certified or registered mail not later than 30 days (in the event of a proposed sale) and 30 days (in the event of a proposed lease) after receipt of the notice referred to in paragraph (A) hereof together with such further information as may have been requested pursuant to the terms of paragraph (B) hereof, to purchase such Residential Unit together with its Appurtenant Interests or to lease such Residential Unit, as the case may be (or to cause the same to be purchased or leased by its designee, corporate or otherwise) on behalf of all Residential Unit Owners upon the same terms and conditions as were contained in the Sale Agreement or Lease Agreement and stated in the response(s) by the Offeree Unit Owner to any requests for additional information pursuant to the terms of paragraph (B) hereof. Notwithstanding anything to the contrary contained herein, however, the Condominium Board shall not exercise any option set forth in this Section 7.2 to purchase or lease any Residential Unit without the prior approval of a Majority of all Unit Owners.

(D) The Condominium Board may not discriminate against any person on the basis of race, creed, color, national origin, sex, sexual orientation, age, disability, marital status or other grounds prohibited by Law in connection with its exercise of its right of first refusal with respect to the sale or lease of a Unit.

Section 7.3 *Acceptance of Offer*

(A) In the event that the Condominium Board shall elect, within the time and in the manner provided in Section 7.2 hereof, to purchase a Residential Unit together with its Appurtenant Interests, to lease such Residential Unit, or to cause the same to be purchased or leased by its designee, title shall close or a lease shall be executed, in either event in accordance with the terms of the Sale Agreement or Lease Agreement, at the office of the attorneys for the Condominium Board within 45 days after the day upon which the Condominium Board shall give notice of its election to accept such offer.

(B) If such Residential Unit and its Appurtenant Interests are to be purchased by the Condominium Board or its designee on behalf of all Residential Unit Owners, such purchase may be made from the funds deposited in the capital and/or expense accounts of the Condominium. If the funds in such accounts are insufficient to effectuate such purchase, the Condominium Board may levy a Special Assessment against each Residential Unit Owner (other than the Offeree Unit Owner) in accordance with the terms of paragraph (C) of Section 6.1 hereof and/or the Condominium Board may, in its discretion, finance the acquisition of such Residential Unit; provided, however, that no such financing may be secured by an encumbrance on or a hypothecation of any portion of the Property other than the Residential Unit to be purchased together with its Appurtenant Interests. In addition, if the Outside Offeror was to assume or to take title to the Residential Unit subject to the Offeree Unit Owner's existing mortgage or mortgages pursuant to the Sale Agreement, the Condominium Board may purchase the Residential Unit and assume or take title thereto subject to such mortgage or mortgages as the case may be. At the Closing of Title, the Offeree Unit Owner shall convey the Residential Unit, together with its Appurtenant Interests, to the Condominium Board or to its designee, on behalf of all Residential Unit Owners, by deed in the form required by Section 399-o of the Condominium Act with all tax and/or documentary stamps affixed at the expense of the Offeree Unit Owner, who shall also pay all other transfer taxes arising out of such sale (including, if applicable, all New York State and New York City Real Property Transfer Taxes) notwithstanding any terms of

the Sale Agreement to the contrary. Real estate taxes, mortgage interest (if applicable) and Common Charges shall be apportioned between the Offeree Unit Owner and the Condominium Board or its designee as of the closing date, notwithstanding any terms of the Sale Agreement to the contrary. Thereafter, such Residential Unit shall be held, so long as the same is owned by the Condominium Board or its designee, on behalf of all Residential Unit Owners, as tenants-in-common, and all such Unit Owners shall be deemed to have waived all rights of partition with respect to such Residential Unit and the entire Property, as herein provided.

(C) In the event that such Residential Unit is to be leased by the Condominium Board or its designee on behalf of all Residential Unit Owners, the Offeree Unit Owner shall execute and deliver to the Condominium Board or such designee a lease covering such Residential Unit by and between the Offeree Unit Owner, as landlord, and the Condominium Board or such designee, as tenant. Such lease shall be in the then current form of apartment lease recommended by the Real Estate Board of New York, Inc., and shall contain all of the terms and conditions of the Lease Agreement not in conflict with such form of lease, including, without limitation, the rental and term provided for therein. Notwithstanding anything to the contrary set forth hereinabove or in the Lease Agreement, however, such lease shall expressly provide that the Condominium Board or such designee may enter into a sublease of the premises demised thereunder without consent of the landlord.

Section 7.4 *Failure to Accept Offer*.

(A) In the event that the Condominium Board shall fail to accept an offer made pursuant to the terms of Section 7.2 hereof within the respective times set forth in paragraph (C) thereof, the Offeree Unit Owner shall be free to consummate the transaction embodied in the Sale Agreement or Lease Agreement within 60 days after (i) notice of refusal is sent to the Offeree Unit Owner by the Condominium Board or (ii) the expiration of the period within which the Condominium Board or its designee might have accepted such offer, as the case may be. If the Offeree Unit Owner shall fail to consummate the transaction embodied in the Sale Agreement or Lease Agreement within such 60 day period, then, should the Offeree Unit Owner thereafter elect to sell such Residential Unit together with its Appurtenant Interests or to lease such Unit, the Offeree Unit Owner shall be required again to comply with all of the terms and provisions of Section 7.2, 7.3 and 7.4 hereof, but not more often than once in any 12 month period, except the Condominium Board shall have the right to waive this for good cause shown, in its sole discretion.

(B) Any deed of a Residential Unit and its Appurtenant Interests to an Outside Offeror shall expressly provide that the acceptance thereof by the grantee shall constitute an assumption of all of the terms of the Condominium Documents, and, in the absence of such express language, the same shall be conclusively deemed to have been included herein.

(C) Each lease of a Residential Unit to an Outside Offeror shall be in the then current form of apartment lease recommended by the Real Estate Board of New York, Inc., subject to such modifications as may be approved in writing by the Condominium Board or such other form approved in writing by the Condominium Board. Notwithstanding the foregoing, however, each such lease shall be consistent with the Condominium Documents and shall expressly provide that:

(i) such lease may not be amended, modified, or extended without the prior written consent of the Condominium Board in each instance;

(ii) the tenant thereunder shall not assign the tenant's interest in such lease or sublet the premises demised thereunder or any part thereof without the prior written consent of the Condominium Board in each instance; and

(iii) the Condominium Board shall have the power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder in the event of (a) a default by the tenant in the performance of its obligations under such lease or (b) a foreclosure of the lien granted by Section 339-z of the Condominium Act.

Section 7.5 *Termination of, and Exceptions to, the Right of First Refusal*.

(A) A certificate executed and acknowledged by the Secretary of the Condominium or the Managing Agent, stating that the provisions of Section 7.2 hereof have been met by a Residential Unit Owner or that the right of first refusal provided for therein has been duly released or waived by the Condominium Board and that, as a result thereof, the rights of the Condominium Board thereunder have terminated, shall be conclusive upon the Condominium Board and all Unit Owners in favor of all persons who rely upon such certificate in good faith. After the due issuance of such a certificate, the Residential Unit to which the same shall relate, together with its Appurtenant Interests, may be sold, conveyed or leased free and clear of the terms and conditions contained in Section 7.2 hereof. The Condominium Board shall furnish or cause the Managing Agent to furnish without charge, such certificate upon written request to any Residential Unit Owner in respect to whom the provisions of Sections 7.2 hereof have, in fact, been terminated. In no event, however, shall the right of first refusal described in Section 7.2 hereof be deemed released or waived by the Condominium Board (as opposed to satisfied pursuant to the express terms of Sections 7.2, 7.3 and 7.4 hereof) in the absence of the certificate that has been duly executed, acknowledged and issued by the Secretary of the Condominium or the Managing Agent as aforesaid.

(B) The terms and conditions contained in Section 7.2, 7.3 and 7.4 hereof shall not apply with respect to any sale, lease or conveyance of a Residential Unit, together with its Appurtenant Interests, by:

(i) the Residential Unit Owner thereof to any adult Family Members, to any combination of the same, or to a trust for the benefit of any of them (in which case the Condominium Board shall have the right to review the trust documents and provide for such terms and restrictions on such transfer as the Condominium Board deems advisable), provided, however, that if the succeeding Residential Unit Owner is an infant or a person judicially declared incompetent of managing affairs, then such Residential Unit shall be held by the personal representative of such infant or incompetent, or in the case of a Residential Unit Owner that is not an individual, to any entity or individual that owns more than 50% of the legal and beneficial interests of such Residential Unit Owner or to any entity with respect to which such Residential Unit Owner (individual or otherwise) owns more than 50% of the legal and beneficial interest thereof;

(ii) Sponsor;

(iii) the Condominium Board;

(iv) any proper officer conducting the sale of a Residential Unit in connection with the foreclosure of a mortgage or other lien covering such Residential Unit or delivering a deed in lieu of such foreclosure;

(v) any Permitted Mortgagee or its nominee, who has acquired title to any Residential Unit at any foreclosure sale of its Permitted Mortgage or by deed in lieu thereof delivered in a bona fide transaction; or

(vi) Non-Residential Unit Owners.

provided, however, that each succeeding Residential Unit Owner shall be bound by, and the Residential Unit shall be subject to, all of the terms and conditions of this Article 7.

(C) The terms and conditions contained in Section 7.2, 7.3 and 7.4 hereof shall not apply with respect to any sale, lease or conveyance of a Non-Residential Unit, together with its Appurtenant Interests.

Section 7.6 *No Severance of Ownership*. No Unit Owner shall execute any deed or other instrument conveying title to the Unit without including therein its Appurtenant Interests, it being the intention to prevent any severance of such combined ownership. Any deed or other instrument purporting to affect one or more such interests shall be taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, conveyed, or otherwise disposed of, except as part of a sale, conveyance, or other disposition of the Unit to which such interests are appurtenant or as part of a sale, conveyance, or other disposition of such part of the Appurtenant Interests of all Units. Nothing contained in this Section 7.6, however, shall prohibit the lease of any Unit without the simultaneous lease of its Appurtenant Interests.

Section 7.7 *Payment of Common Charges and Fees.* No Unit Owner shall be permitted to convey or lease the Unit unless (i) the Unit Owner shall have paid in full to the Condominium Board all unpaid Common Charges and Special Assessments theretofore assessed against such Unit and shall have satisfied all unpaid liens, other than that of Permitted Mortgages, levied against such Unit and (ii) paid in full all fees charged by the Condominium Board and/or the Managing Agent in connection with the sale or rental of Residential Units, including, without limitation, any working capital fund contribution imposed by the Condominium Board. However, where the payment of such unpaid Common Charges and/or Special Assessments is made by the grantee or provided for out of the proceeds of the sale, a sale may take place notwithstanding the foregoing. Notwithstanding the foregoing, the imposition of any fees by the Condominium Board and/or the Managing Agent in connection with the sale or rental of Residential Units shall not apply to the sale lease, sublease, license or conveyance of a Residential Unit by the reasons set forth in subsections 7.5(B) (ii), (iii), (iv), (v) and (vi) of this Article 7.

Section 7.8 *Power of Attorney*. At the time of acquiring title to a Unit and as a condition thereof, the new Unit Owner shall duly execute, acknowledge and deliver to the representative of the title insurance company (or, if no such representative is present, to the Condominium Board) for recording in the Register's Office (at such Unit Owner's sole cost and expense), the Unit Owner's Power of Attorney required in Article 14 of the Declaration, in the form set forth as Exhibit E to the Declaration.

Section 7.9 *Gifts and Devises, Etc.* Any Unit Owner shall be free to convey or transfer the Unit, together with its Appurtenant Interests, by gift, or to devise the same by will or

to have the same pass by intestacy, without restriction, provided, however, that each succeeding Unit Owner shall be bound by, and the Unit shall be subject to, the provisions of this Article 7.

Section 7.10 *Commencement of Time*. The period of time set forth in Section 7.2 for which the Condominium Board has to waive its right of first refusal shall not commence until such time as the Condominium Board or its Managing Agent has received a completed sales or lease package, including all fees set forth therein, as the case may be, from a Residential Unit Owner. If the information provided by the Unit Owner or prospective purchaser or tenant, as the case may be, is incomplete, the Condominium Board shall have the right to request additional information and the 30 day period will commence on receipt by the Condominium Board of the additional information.

Section 7.11 *Costs and Expenses*. All costs and expenses incurred by the Condominium Board, including, without limitation, attorneys' fees and disbursements paid or incurred by the Condominium Board or by its Managing Agent in connection with any action taken by the Condominium Board with regard a violation of this Article 7, shall be borne by the Unit Owner so violating this Article 7 as an additional Common Charge.

Section 7.12 *Assignment of Storage Bin Licenses*.

(A) No Residential Unit Owner shall be permitted to assign, convey or lease a Storage Bin to anyone other than a Residential Unit Owner (or who is becoming a Residential Unit Owner simultaneously with assuming such Storage Bin License). Such licenses may be assigned by a Unit Owner at any time (and are not subject to any right of first refusal by the Condominium Board) provided (i) the assignee is a Residential Unit Owner at the Condominium; (ii) the assignee assumes the obligations under the Storage Bin License; (iii) notification of the assignment is promptly delivered to the Condominium Board (and, if a Vault Storage Bin, to Sponsor) in compliance with its requirements; and (iv) all unpaid Common Charges and Special Assessments, license fees under such Storage Bin License and other obligations due to the Condominium and Sponsor with respect to the Storage Bin License and the transferor's Unit have been paid in full.

(B) If the Condominium Board terminates a Storage Bin License or a Residential Unit Owner surrenders a Storage Bin License without assigning the Storage Bin License to another Residential Unit Owner, the Condominium Board shall have the right to issue a new Storage Bin License for such Storage Bin to another Residential Unit Owner, in its sole discretion and the surrendering Unit Owner shall not be entitled to any compensation.

(C) To protect the security of the Condominium, no Storage Bin can be owned or licensed independently of the ownership of a Residential Unit, and Storage Bin may be licensed only to another Residential Unit Owner or Purchaser who is simultaneously purchasing a Residential Unit; provided, however, that the foregoing restrictions shall not apply to Sponsor.

Section 7.13 *Sale or Lease of Non-Residential Units*.

(A) The Non-Residential Unit Owners may each sell, lease or convey all or a portion of their respective Units (and with respect to the Garage Unit Owner, the individual Parking Spaces within the Garage Unit) without the consent of the Condominium Board, the Managing Agent, the other Unit Owners or any other Person.

(B) Any proper officer conducting the sale of a Non-Residential Unit in connection with the foreclosure of a mortgage or other lien covering such Unit or delivering a deed in lieu of such foreclosure, or any Permitted Mortgagee or its nominee, who has acquired title to any Unit at any foreclosure sale of its Permitted Mortgage or by deed in lieu thereof in a bona fide transaction shall have the same rights as the Non-Residential Unit Owners to sell or lease such Unit as provided in paragraph (A) above.

(C) Upon the written request of a Non-Residential Unit Owner, the Condominium Board shall deliver to such Non-Residential Unit Owner or any designee, within 30 days of receipt thereof, a statement ("Estoppel Certificate") indicating whether or not such Non-Residential Unit Owner is current in its payment of all amounts due under the Declaration and the By-Laws, whether or not a written notice of default has been sent to such requesting party and to the knowledge of the Condominium Board, that no such default exists, or if a default does exist, the nature of such default. Any such statement may be relied upon by any mortgagee or purchaser of the Non-Residential Unit. In addition, upon the written request of a Non-Residential Unit Owner accompanied by such documentation as is reasonably sufficient to allow the Condominium Board to proceed as hereinafter described, the Condominium Board will enter into a non-disturbance and attornment agreement ("Non-Disturbance Agreement") in a form reasonably satisfactory to such requesting Unit Owner with any tenant ("Tenant") of the Non-Residential Unit Owner which provides that: (i) the Tenant shall be entitled to continued undisturbed possession of such Unit or portion thereof leased by such Tenant, (ii) the Tenant's rights and privileges under the lease for such Unit or portion thereof ("Lease") shall not be diminished or interfered with by the Condominium Board for any reason whatsoever during the term of the Lease or any extensions or renewals thereof, and (iii) except as provided in the last paragraph of this paragraph (C), the Condominium Board will not join the Tenant as a party defendant in any action or proceeding to foreclose upon the Unit or to enforce any rights or remedies of the Condominium Board under the Declaration and By-Laws which would cut-off, destroy, terminate or extinguish the Lease, provided that (a) the Tenant is not in default (beyond any applicable grace periods) in the payment of rent or additional rent or in the performance or observance of any of the other terms, covenants, provisions or conditions of the Lease, (b) the Tenant is not in default of any of the provisions of the Declaration and By-Laws, both at the time of the request and at the time of execution of the Non-Disturbance Agreement, (c) the Lease is in full force and effect, (d) the Tenant attorns to the Condominium Board and pays to the Condominium Board, all rentals and other monies due and to become due to the Non-Residential Unit Owner, under the terms of the Lease but only to the extent of a percentage of the unpaid Common Charges due from the Non-Residential Unit Owner, equal to the percentage of the total square footage of the Non-Residential Unit leased by such Tenant, it being understood that without affecting the Tenant's rights and protection afforded by the Non-Disturbance Agreement, the Tenant shall not be required to pay any rentals or other monies otherwise due or to become due to the Non-Residential Unit Owner to the Condominium Board if such payment is prohibited by the terms of any non-disturbance agreement granted to such Tenant by the mortgagee of any such Non-Residential Unit holding a first mortgage on such Non-Residential Unit. The Non-Disturbance Agreement shall be executed by the Tenant and the Condominium Board and prepared by the Condominium Board at the expense of the Unit Owner requesting the Non-Disturbance Agreement, which expense shall be limited to reasonable actual out-of-pocket expenses incurred by the Condominium Board, including reasonable attorneys' fees and disbursements.

Notwithstanding the foregoing, if it would be procedurally disadvantageous for the Condominium Board not to name or join the Tenant in the foreclosure proceeding with respect to a Non-Residential Unit, the Condominium Board may name or join the Tenant without in any way diminishing or otherwise affecting the rights and privileges granted to, or inuring to the benefit of, the Tenant under this Article.

Section 7.14 *Sale or Lease of Parking Spaces in the Garage Unit.*

The Garage Unit Owner shall be free to operate the Garage Unit in accordance with Law, and may license, lease or sell all or any portion of the Garage Unit that Garage Unit Owner deems fit, in its sole discretion, but subject to the terms and conditions of the Declaration and Bylaws.

Section 7.15 *Resale Fee.*

Each Residential Unit Owner who acquired a Residential Unit from Sponsor ("Sponsor Sale") and subsequently enters into an agreement, written or oral ("Resale Agreement") to resell the Residential Unit prior to the first anniversary of the closing of the Sponsor Sale ("Resale") shall be obligated to pay Sponsor a portion of the proceeds of the Resale ("Resale Fee"). A Residential Unit Owner will be required to send Sponsor a copy of the Resale Agreement within 10 days of agreeing to the Resale. The Resale Fee paid to Sponsor shall be equal to 50% of the difference between: (A) the sales price of the Residential Unit per the Resale Agreement less the following expenses actually paid for by Residential Unit Owner (to the extent applicable): (1) brokerage commissions not exceeding 6% in the aggregate; (2) transfer taxes imposed by Law and (3) actual legal fees not exceeding $5,000; and (B) the Purchase Price paid to Sponsor in connection with the Sponsor Sale.

## ARTICLE 8

## MORTGAGING OF UNITS

Section 8.1 *General*. Each Unit Owner shall have the right to mortgage the Unit, subject only to the terms and conditions contained in Section 8.2 hereof. Any Unit Owner who mortgages the Unit, or the holder of such mortgage, shall supply the Condominium Board with the name and address of the mortgagee and shall file a conformed copy of the note and mortgage with the Condominium Board. Any Unit Owner who satisfies a mortgage covering the Unit shall so notify the Condominium Board and shall file a conformed copy of the satisfaction of mortgage with the Condominium Board. The Secretary of the Condominium shall maintain such information in a book entitled "Mortgages of Units". The restrictions, terms and conditions relating to mortgaging a Unit contained in this Section 8.1, however, shall not apply to Sponsor or the Non-Residential Owners.

Section 8.2 *Restrictions on Mortgaging*.

(A) No Unit Owner shall be permitted to mortgage, pledge or hypothecate the Unit unless and until the Unit Owner shall have paid in full to the Condominium Board all unpaid Common Charges and Special Assessments theretofore assessed against such Unit and shall have satisfied all unpaid liens, except the liens of Permitted Mortgages levied against such Unit.

(B) No Unit Owner shall execute any mortgage or other document mortgaging, pledging or hypothecating title to the Unit without including therein its Appurtenant Interests, it being the intention to prevent any severance of such combined ownership. Any mortgage or other instrument purporting to affect one or more of such interests without including all such interests shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein.

(C) Any mortgage covering a Unit shall be substantially in the form of the New York Board of Title Underwriters form of mortgage (or other form reasonably acceptable to the Condominium Board), except for such changes or additions as may be required to permit a lender to make the loan, or such other forms customarily used by Institutional Lenders making loans secured by individual residential condominium units.

(D) Any mortgage covering a Unit shall be made by an Institutional Lender, Sponsor, or by a Unit Owner providing purchase money financing in connection with the sale of the Unit.

Section 8.3 *Notice of Unpaid Common Charges and Default*. Whenever requested in writing by a Permitted Mortgagee, the Condominium Board shall promptly report to such Permitted Mortgagee any default by the Permitted Mortgagee's mortgagor in the payment of Common Charges or Special Assessments for more than 60 days or whenever requested in writing by the Permitted Mortgagee, any other default by the Permitted Mortgagee's mortgagor or in the observance or performance of any of the provisions of the Condominium Documents as to which the Condominium Board has knowledge then exists. The Condominium Board shall, when giving notice to a Unit Owner of any default, also send a copy of such notice to the Permitted Mortgagee, if so requested. However, the Condominium Board shall have no liability for any failure, through oversight or negligence, in notifying a Permitted Mortgagee of any default by the mortgagor, under the Condominium Documents, provided that (i) the Condominium Board shall advise such Permitted Mortgagee of the default promptly after discovering such failure and (ii) if the Condominium Board shall foreclose a lien on such mortgagor's Unit pursuant to the terms of Section 6.5 hereof by reason of such default, the Condominium Board shall pay all liens on such Unit Owner's Unit in order of priority of such liens, as set forth in Section 6.5(C) above, including, to the extent proceeds are available, payment to such Permitted Mortgagee of any net proceeds of any foreclosure sale of such Unit or such lesser sum as shall be due and owing to such Permitted Mortgagee.

Section 8.4 *Performance by Permitted Mortgagees*. Any sum of money to be paid or any act to be performed by a Unit Owner pursuant to the terms of the Condominium Documents may be paid or performed by the Permitted Mortgagee, and the Condominium Board shall accept such Permitted Mortgagee's payment or performance with the same force and effect as if the same were paid or performed by such Unit Owner.

Section 8.5 *Examination of Books*. Each Permitted Mortgagee shall be permitted to examine the books of account of the Condominium at reasonable times on business days, but not more frequently than once a month.

Section 8.6 *Consent of Mortgagees; Designation of Mortgage Representatives*.

(A) 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 Condominium Board or any Unit Owner, provided, however, that nothing contained herein shall be deemed to limit or affect the rights of any mortgagee against Unit Owner's mortgagor. In the event that any such consent or approval shall be expressly required pursuant to the terms of the Declaration or these By-laws, the decision of a majority of the Mortgage Representatives, if any are designated pursuant to the terms of paragraph (B) of this Section 8.6, shall be deemed binding upon the holders of all mortgages encumbering Units.

(B) The holders of Institutional Mortgages constituting a majority in principal amount of all Institutional Mortgages may, if they so elect, designate not more than 3 Mortgage Representatives by giving written notice thereof to the Condominium Board, which

Mortgage Representatives shall thereby be empowered to act as the representatives of the holders of all mortgages encumbering Units with respect to any matter requiring the consent or approval of mortgagees under the Declaration or these By-laws. Any designation of a Mortgage Representative pursuant to the terms of this Paragraph (B) shall be effective until any successor Mortgage Representative is designated pursuant to the terms hereof and written notice thereof is given to the Condominium Board. Unless otherwise required by Law, no holders of mortgages (which are not Institutional Mortgages) shall be entitled to participate in the designation of Mortgage Representatives, but all holders of mortgages encumbering Units shall be subject to all determinations made by the Mortgage Representatives pursuant to the terms of the Declaration or these By-laws.

Section 8.7 *Notice to Permitted Mortgagees* .

(A) Whenever requested by a Permitted Mortgagee, the Condominium Board shall provide timely written notice to such Permitted Mortgagee of (i) any condemnation or casualty loss that affects either (x) a material portion of the Condominium or (y) a material portion of a Unit, (ii) a lapse, cancellation or material modification of any insurance policy maintained by the Condominium, and (iii) any proposed action by the Condominium Board that requires the consent of a specified percentage of Permitted Mortgagees or the approval of the majority of the Mortgage Representatives.

(B) In no event, however, shall the Condominium Board (including its members, officers, agents, attorneys and employees) and Unit Owners be liable for any claims or liabilities and expenses for any failure through oversight or negligence, in giving a Permitted Mortgagee any notice required under (A) above. Nonetheless, the Condominium Board shall give such missed notice with reasonable promptness after discovering such failure.

(C) Where the consent of the Permitted Mortgagees or Mortgage Representatives is required pursuant to the terms of the Declaration or By-laws, if the Permitted Mortgagees or Mortgage Representatives fail to respond within 60 days after written receipt of the required consent, delivered by either certified or registered mail, "return receipt" requested, the implied approval of such Permitted Mortgagees or Mortgage Representative shall be assumed.

## ARTICLE 9

## CERTAIN REMEDIES

Section 9.1 *Self Help*. If any Unit Owner shall violate or breach any of the provisions of the Condominium Documents on Unit Owner's part to be observed or performed, including, without limitation, any breach of Unit Owner's obligation to paint, decorate, maintain, repair, or replace the Unit or its appurtenant Limited Residential Common Elements, if any, pursuant to the terms of Article 5 hereof, and shall fail to cure such violation or breach within five (5) days after receipt of written notice of the same from the Condominium Board, the Managing Agent, or any manager (or, with respect to any violation or breach of the same not reasonably susceptible to cure within such period, to commence such cure within such five (5) day period and, thereafter, to prosecute such cure with due diligence to completion), the Condominium Board shall have the right to enter such Unit Owner's Unit and/or its appurtenant Limited Residential Common Elements, if any, and summarily to abate, remove, or cure such violation or breach without thereby being deemed guilty or liable in any manner of trespass. In addition, in the event that the Condominium Board shall determine that the abatement, removal, or cure of any such violation or breach is immediately necessary for the preservation or safety of the

Condominium or for the safety of the occupants of the Condominium or other individuals or is required to avoid the suspension of any necessary service in the Condominium, the Condominium Board may take such action immediately, without prior notice and without allowing the said Unit Owner any period of time within which to cure or to commence to cure such violation or breach.

Section 9.2 *Abatement and Enjoinment.*

(A) In the event that any Unit Owner shall violate or breach any of the provisions of the Condominium Documents on Unit Owner's part to be observed or performed, the Condominium Board shall have the right (i) to enter any Unit or Common Elements in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition resulting in such violation or breach and the Condominium Board shall not thereby be deemed guilty or liable in any matter of trespass, and/or (ii) to enjoin, abate, or remedy the continuance or repetition of any such violation or breach by appropriate proceedings brought either at law or in equity, provided that the Condominium Board gives the Unit Owner notice (which may be by telephone or in writing) that such violation exists, that repairs or replacements are necessary and that the Condominium Board will complete such repairs or replacements in the event the Unit Owner does not promptly act or complete the repairs or replacements, and/or (iii) to levy such fines and penalties as the Condominium Board may deem appropriate, and the Condominium Board shall have the same remedies for non-payment of such fines and penalties as for non-payment of Common Charges.

(B) The violation or breach of any of the terms of the Condominium Documents with respect to any rights, easements, privileges, or licenses granted to Sponsor or the Non-Residential Unit Owners shall give to Sponsor or the Non-Residential Unit Owner the right to enjoin, abate, or remedy the continuation or repetition of any such violation or breach by appropriate proceedings brought either at law or in equity.

Section 9.3 *Remedies Cumulative.* The remedies specifically granted to the Condominium Board or to Sponsor or the Non-Residential Unit Owner in this Article 9 or elsewhere in the Condominium Documents shall be cumulative, shall be in addition to all other remedies obtainable at law or in equity and may be exercised at one time or at different times, concurrently or in any order, in the sole discretion of the Condominium Board or Sponsor or the Non-Residential Unit Owner, as the case may be. Further, the exercise of any remedy shall not operate as a waiver, or preclude the exercise, of any other remedy.

Section 9.4 *Costs and Expenses.* All sums of money expended, and all costs and expenses incurred, by (i) the Condominium Board in connection with the abatement, enjoinment, removal, or cure of any violation, breach, or default committed by a Unit Owner pursuant to the terms of Section 9.1 or paragraph (A) of Section 9.2 hereof or (ii) Sponsor or the Non-Residential Unit Owner in connection with any abatement, enjoinment, or remedy of any violation or breach of the Condominium Documents pursuant to the terms of paragraph (B) of Section 9.2 hereof, shall be immediately payable by (a) in the event set forth in subparagraph (i) hereof, such Unit Owner to the Condominium Board or (b) in the event set forth in subparagraph (ii) hereof, the offending party (i.e., the Condominium Board or the Unit Owner) to Sponsor or the Non-Residential Unit Owner, as the case may be, which amount shall, in either event, bear interest (to be computed from the date expended) at the rate of 2% per month (but in no event in excess of the maximum rate chargeable to such Unit Owner pursuant to Law). All sums payable by a Unit Owner to the Condominium Board pursuant to the terms of this Section 9.4 shall, for all purposes hereunder, constitute Common Charges payable by such Unit Owner.

## ARTICLE 10

## ARBITRATION

Section 10.1. *Procedure*. Any matter required or permitted to be determined by arbitration pursuant to the terms of the Condominium Documents shall be submitted for resolution by a single arbitrator in a proceeding held in the City of New York in accordance with the then existing rules of the American Arbitration Association or any successor organization thereto. In the event that the American Arbitration Association shall not then be in existence and has no successor organization, any such arbitration shall be held in the City of New York before one (1) arbitrator appointed, upon the application of any party, by any Justice of the highest court of appellate jurisdiction then located in the City of New York. The decision of the arbitrator so chosen shall be given within ten (10) days after selection or appointment. Any arbitrator appointed or selected in connection with any arbitration to be conducted hereunder shall be a member of a law firm having at least five (5) principals or partners whose principal office is located in the City of New York and has at least ten (10) years experience with mixed-use projects in Manhattan, New York.

Section 10.2. *Variation by Agreement*. The parties to any dispute required or permitted to be resolved by arbitration pursuant to the terms of the Condominium Documents may, by written agreement, vary any of the terms of Section 10.1 hereof with respect to the arbitration of such dispute or may agree to resolve their dispute in any manner, including, without limitation, the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as "New York Simplified Procedure for Court Determination of Disputes".

Section 10.3. *Binding Effect*. The decision in any arbitration conducted pursuant to the terms of Section 10.1 and 10.2 hereof shall be binding upon all of the parties thereto and may be entered in any court of appropriate jurisdiction.

Section 10.4. *Costs and Expenses*.

(A) The fees, costs and expenses of the arbitrator shall be borne by the losing party in the arbitration or, if the position of neither party to the dispute shall be substantially upheld by the arbitrator, such fees, costs and expenses shall be borne equally by the disputants. Each disputant shall also bear the fees and expenses of disputant's counsel and expert witnesses.

(B) All costs and expenses paid or incurred by the Condominium Board in connection with any arbitration held hereunder, including, without limitation, the fees and expenses of counsel and expert witnesses, shall constitute General Common Expenses, to be borne by all Unit Owners, if such arbitration relates to the Units, generally, or to the General Common Elements, and shall constitute Residential Common Expenses, to be borne by all Residential Unit Owners if such arbitration relates solely to the Residential Units or the Residential Common Elements or the Limited Residential Common Elements.

## ARTICLE 11

## NOTICES

Section 11.1. *General*. All notices required or desired to be given hereunder (except for notices of regular annual or special meetings of the Residential Unit Owners and

except all meetings of the Condominium Board) shall be sent by registered or certified mail, return receipt requested, postage prepaid addressed:

(A) if to the Condominium Board, to the Condominium Board at its principal office as set forth in Section 1.5 hereof, with a copy sent by regular or first class mail to the Managing Agent (if any) at its principal office address as aforesaid.

(B) if to a Unit Owner other than Sponsor, to such Unit Owner at Unit Owner's address at the Property.

(C) if to Sponsor, to Sponsor at its principal office as set forth in the Plan, together with a copy to Goldfarb & Fleece LLP, 345 Park Avenue, New York, New York, 10154, Attention: Neal A. Weinstein, Esq.

(D) if to a Permitted Mortgagee, to such Permitted Mortgagee at its latest address designated in writing to the Condominium Board.

Any of the foregoing parties may change the address to which notices are to be sent, or may designate additional addresses for the giving of notice, by sending written notice to the other parties as aforesaid. All notices sent pursuant to the terms of this Section 11.1 shall be deemed given when mailed in the State of New York, provided, however, that notices of change of address, notices designating additional addresses and notices deposited in a United States Postal Services depository located outside of the State of New York shall be deemed to have been given when received. Any notice to Sponsor with respect to any of Sponsor's obligations relating to construction under the Plan, an Option Agreement or otherwise, shall be sent by federal express or other nationally recognized courier, in addition to registered or certified mail, return receipt requested, postage prepaid addressed and shall be deemed given when signed for by Sponsor. In the event Sponsor has not signed for a notice within 10 business days from the date of the attempted delivery of such notice, the noticing party shall send a second 10 business day notice to Sponsor, and such notice shall not be deemed given to Sponsor until the expiration of the second 10 business day period.

Section 11.2. *Waiver of Service of Notice*. Whenever any notice is required to be given by Law or pursuant to the terms of the Condominium Documents, a waiver thereof in writing, signed by the Persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

## ARTICLE 12

## AMENDMENTS TO BY-LAWS

Section 12.1 *General*.

Subject to the terms of paragraph (B) hereof and subject, further, to any provisions contained in the Declaration or these By-laws with respect to any amendments ("Special Amendments") affecting or in favor of Sponsor, the Non-Residential Unit Owners, the Non-Residential Units and/or any Permitted Mortgagee, any provision of these By-laws affecting the (i) General Common Elements or all Unit Owners may be added to, amended, modified or deleted by the affirmative vote of at least 66 2/3% in number and Common Interest of all Unit Owners; and (ii) Residential Common Elements or all Residential Unit Owners may be added to, amended, modified

or deleted by affirmative vote of at least 66 2/3% in number and Residential Common Interest of all Residential Unit Owners, either taken at a duly constituted meeting thereof or given in writing without a meeting as provided in Section 4.13 hereof. Each duly adopted amendment, modification, addition, or deletion hereof or hereto shall be effectuated in an instrument executed and recorded in the Register's Office by or on behalf of the Condominium Board as attorney-in-fact of all Unit Owners, which power-of-attorney shall be deemed irrevocable and coupled with an interest. Attached to each such instrument shall be an original, executed Secretary's Certification, certifying that the requisite number and percentage (where applicable) of Unit Owners (or Residential Unit Owners, as the case may be) approved the amendment, modification, addition, or deletion set forth therein either at a duly constituted meeting of Unit Owners or in writing without a meeting pursuant to the terms of Section 4.13 hereof, in which Secretary's Certification there shall be described the number and percentage (where applicable) of Unit Owners (or Residential Unit Owners, as the case may be) approving the same and, if voted at a meeting, the date, time and place of such meeting. No such amendment, modification, addition, or deletion shall be effective unless and until such an instrument shall be duly recorded in the Register's Office.

(B) Notwithstanding anything to the contrary contained in paragraph (A) hereof, but still subject to any provision contained in the Declaration or these By-laws with respect to Special Amendments:

(i) the Common Interest and Residential Common Interest, if any, appurtenant to any Unit, as set forth in the Declaration, shall not be altered without the consent of the Unit Owner thereof, except as otherwise provided in paragraph (F) of Section 5.5 hereof; and

(ii) the terms of Section 5.7 (Use of Units) hereof may not be amended, modified, added to, or deleted unless not less than 80% in number and aggregate Common Interests of all Unit Owners affected thereby shall approve such amendment, modification, addition or deletion in writing.

Section 12.2 *Special Amendments*.

(A) Any amendment, modification, addition, or deletion of or to any of the provisions of these By-laws that, pursuant to the terms of the Declaration or these By-laws, may be effected by Sponsor or a Non-Residential Unit Owner, without the consent of the Condominium Board or the Unit Owners, shall be embodied in an instrument executed and recorded in the Register's Office by Sponsor or the Non-Residential Unit Owner, as the case may be, as attorney-in-fact of both the Condominium Board and all Unit Owners, which power-of-attorney shall be deemed to be irrevocable and coupled with an interest. Attached to each such instrument shall be an original, executed Certification by Sponsor or the Non-Residential Unit Owners certifying that the amendment, modification, addition, or deletion set forth therein was effectuated by Sponsor or the Non-Residential Unit Owners pursuant to the terms of the Declaration and/or these By-laws, in which Certification there shall be set forth the Article and/or Section of the Declaration or these By-laws pursuant to which the same was effectuated. No such amendment, modification, addition, or deletion shall be effective unless and until such an instrument shall be duly recorded in the Register's Office.

(B) Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition, or deletion of or to these By-laws shall be effective in any

respect against Sponsor or a Non-Residential Unit Owner, unless and until Sponsor or the Non-Residential Unit Owner shall consent to the same in writing.

(C) Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition, or deletion of or to Section 5.4 or 5.5, paragraph (B) or paragraph (C) of Section 6.2, subparagraph (iv) or (v) of paragraph (B) of Section 7.5 or Article 8 hereof shall be effective with respect to the holder of any Permitted Mortgage theretofore made unless and until such Permitted Mortgagee shall have given its written consent thereto. In addition, no amendment to the Condominium Documents which would materially and adversely affect the holder of any Permitted Mortgage shall be effective without the prior written consent of 51% of the Permitted Mortgagees or a majority of the Mortgage Representatives, if any. If the Permitted Mortgagees or Mortgage Representatives fail to respond within 60 days after written receipt of the proposed amendment, delivered by either certified or registered mail, "return receipt" requested, the implied approval of such Permitted Mortgagees or Mortgage Representative shall be assumed.

(D) Amendments, modifications, additions or deletions of or to the Declaration, these By-laws and the Rules and Regulations may be necessary, appropriate or desirable in connection with the operation of a Non-Residential Unit or the subdivision of or combination of, or altering of, or improvement to a Non-Residential Unit and it is contemplated that in connection therewith a Non-Residential Unit Owner will cause the Declaration, these By-laws and the Rules and Regulations to be so amended, modified, added to or deleted from and that the resulting provisions thereof may be similar or dissimilar to those affecting the Residential Units and the Residential Unit Owners. In the case of any such amendment, modification, addition or deletion which does not materially and adversely affect the Residential Units or the Residential Unit Owners, a Non-Residential Unit Owner shall be the attorney-in-fact for the Residential Unit Owners (including Sponsor so long as Sponsor owns any Unsold Residential Units), coupled with an interest, for the purpose of approving, executing and recording any instrument effecting such amendment, modification, addition or deletion.

## ARTICLE 13

## FURTHER ASSURANCES

Section 13.1 *General*. Any Person that is subject to the terms of these By-laws, whether such Person is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a Member of the Condominium Board, an officer of the Condominium, or otherwise, shall, at the expense of any other Person requesting the same, execute, acknowledge and deliver to such other Person such instruments, in addition to those specifically provided for herein, and take such other action as such other Person may reasonably request in order either to effectuate the provisions of these By-laws or any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

Section 13.2 *Failure to Deliver or Act.*

(A) If any Unit Owner or other Person that is subject to the terms of these By-laws fails or refuses, within ten (10) days (or sixty (60) days, with respect to a Permitted Mortgagee) after request therefor, to take any action that such Unit Owner or Person is required to take pursuant to these By-laws, then the Condominium Board is hereby authorized, as attorney-in-fact for such Unit Owner or other Person, coupled with an interest, to execute, acknowledge and deliver such

instrument, or to take such action, in the name of such Unit Owner or other Person, and such document or action shall be binding on such Unit Owner or other Person.

(B) If the Condominium Board or other Person that is subject to the terms of these By-laws fails to execute, acknowledge, or deliver any instrument, or fails or refuses, within ten (10) days (or sixty (60) days, with respect to a Permitted Mortgagee) after request therefor, to execute, acknowledge or deliver any instrument which such Unit Owner, Condominium Board or other Person is required to execute, acknowledge or deliver pursuant to these By-Laws, at the request of Sponsor or a Non-Residential Unit Owner, as the case may be, then Sponsor, or such Non-Residential Unit Owner, as the case may be, is hereby authorized, as attorney-in-fact for the Unit Owner, Condominium Board or other Person, coupled with an interest, to execute, acknowledge and deliver such instrument, in the name of the Unit Owner, Condominium Board or other Person, and such instrument shall be binding on the Unit Owner, Condominium Board or other Person. The Condominium Board shall not unreasonably withhold or delay its consent or approval with respect to any matter contained in these By-Laws which requires the consent or approval of the Condominium Board.

## ARTICLE 14

## MISCELLANEOUS

Section 14.1 *Inspection of Documents.* Copies of the Declaration, these By-laws, the Rules and Regulations and the Floor Plans, as the same may be amended from time to time, shall be maintained at the office of the Condominium Board and shall be available for inspection by Unit Owners and their authorized agents during reasonable business hours. Each Unit Owner shall be permitted to examine the books of account of the Condominium during reasonable business hours, but not more frequently than once a month.

Section 14.2 *Waiver*. No provision contained in these By-laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches that may occur.

Section 14.3 *Conflict.* In the event that any provision of these By-laws or of the Rules and Regulations shall be construed to be inconsistent with any provision of the Declaration or of the Condominium Act, the provision contained in the Declaration or in the Condominium Act shall control.

Section 14.4 *Severability*. If any provision of these By-laws is invalid or unenforceable as against any Person or under certain circumstances, the remainder of these By-laws and the applicability of such provision to other Persons or circumstances shall not be affected thereby. Each provision of these By-laws shall, except as otherwise provided herein, be valid and enforced to the fullest extent provided by Law.

Section 14.5 *Successors and Assigns.* The rights and/or obligations of Sponsor as set forth herein shall inure to the benefit of, and shall be binding upon, any successor or assignee of Sponsor. The rights and/or obligations of the Non-Residential Unit Owners as set forth herein shall inure to the benefit of, and shall be binding upon, any successor or assignee of the Non-Residential Unit Owners.

Section 14.6 *Gender; Singular/Plural.* A reference in these By-laws to any one gender, masculine or feminine, includes the other one, and the singular includes the plural, and vice-versa, unless the context otherwise requires.

Section 14.7 *Captions.* The index hereof and the captions herein inserted are included only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these By-laws or the intent of any provision hereof.

## ARTICLE 15

## TAX STATUS AS A HOMEOWNERS ASSOCIATION

Section 15.1 *General*. The Condominium Board intends to act in a manner consistent with enabling the Condominium to be eligible to elect to be treated as a "homeowners association" under Section 528 of the Internal Revenue Code of 1986, as amended.

Section 15.2 *Organization*. The Condominium is and will be organized and operated to provide for the acquisition, construction, management, maintenance and care of the Property.

Section 15.3. *Inurement.* No part of the Condominium's net earnings shall inure, and the Condominium Board will act in manner such that no part of such earnings will inure to the benefit of any private shareholder or individual (other than by acquiring, constructing, or providing management, maintenance and care of the Property, and other than by rebate of excess membership dues, fees, or assessments).

Section 15.4 *Residential Use.* Substantially all of the Units are and will be used by individuals for residences other than the Non-Residential Units.

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**ADDENDUM TO THE BY-LAWS**

**RULES AND REGULATIONS**

1. The sidewalks, entrance passages, public halls, vestibules, elevators, corridors and stairways of or appurtenant to the Condominium shall not be obstructed or used for any purpose other than ingress to and egress from the Residential Units.

2. No bicycles, rollerblades, scooters, skateboards or similar vehicle shall be taken into or from the Condominium through the main entrance or shall be allowed in any of the elevators of the Buildings other than the elevator designated by the Condominium Board or the Managing Agent for such purpose or ridden in the Buildings or the Courtyard/Garden. No baby carriages or any of the above-mentioned vehicles shall be allowed to stand in the public halls, passageways, or other public areas of the Condominium.

3. All service and delivery persons will be required to use the service entrances or such other entrances of the Condominium designated by the Condominium Board or the Managing Agent. In addition, all domestic employees, messengers and tradespeople visiting the Condominium shall use the elevator designated by the Condominium Board or the Managing Agent for the purposes of ingress and egress, and shall not use any of the elevators for any purpose, provided, however, that care givers in the employ of Residential Unit Owners or their Family Members, guests, tenants, subtenants, licensees, or invitees may use any of the other elevators when accompanying said Unit Owners, Family Members, guests, subtenants, licensees, or invitees.

4. Trunks and heavy baggage shall be taken in or out of the Condominium only by the elevator designated by the Condominium Board or the Managing Agent for the purpose and only through the service entrances.

5. No article (including but not limited to, garbage cans, bottles or mats) shall be placed or stored in any of the halls or on any of the staircases or fire tower landings of the Condominium, nor shall any fire exit thereof be obstructed in any manner.

6. No Residential Unit may be used for the storage of any flammable materials or any other materials the storage of which may constitute a building code violation or which will increase the insurance requirements for the Condominium.

7. No refuse from the Residential Units shall be sent to the service area of the Condominium, except at such times and in such manner as the Condominium Board or the Managing Agent may direct. Nothing shall be hung or shaken from any doors, windows, or placed upon the window sills, of the Condominium, and no Residential Unit Owner shall sweep or throw, or permit to be swept or thrown, any dirt debris or other substance therefrom.

8. There shall be no playing or lounging in the entrances, passages, public halls, elevators , vestibules, corridors, stairways, or fire towers of the Condominium.

9. The Condominium 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 Condominium.

10. Nothing shall be done or kept in any Residential Unit or in the Common Elements that will increase the rate of insurance of the Condominium, or the contents thereof. No Residential Unit Owner shall permit anything to be done or kept in the Residential Unit or in the Common Elements that will result in the cancellation of insurance on the Condominium, or the contents thereof, or that would be in violation of any Law. No Residential Unit Owner or any Family Members, agents, servants, employees, licensees, or visitors shall, at any time, bring into or keep in the Residential Unit any inflammable, combustible, or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of the Residential Unit.

11. There shall be no barbecuing in the Residential Units, in their appurtenant Limited Residential Common Elements, if any, or the Common Elements, except the Townhouse Unit Owners and the Residential Unit Owner of the Units specified below, shall be permitted to grill or barbeque on their respective Terraces:: Unit PH7A and PH8 at 140 West 12th Street; Unit PH1 at 150 West 12th Street, Unit PH at 145 West 11th Street; Unit PH2; PH7 EAST, PH7 WEST, PH SOUTH, PH NORTH (only in location adjacent to the kitchen) at 155 West 11th Street. Any such grilling or barbequing must be in compliance with Law.

12. No Residential Unit Owner shall make, cause, or permit any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from the Residential Unit or its appurtenant Limited Residential Common Elements, if any, or permit anything to be done therein that will interfere with the rights, comforts, or conveniences of the other Residential Unit Owners. No Residential Unit Owner shall play upon or suffer to be played upon any musical instrument, or shall operate or permit to be operated any device that plays music (i.e, phonograph, CD player, MP3 player), radio, television set, or other loudspeaker in such Unit Owner's Unit or its appurtenant Limited Residential Common Elements, if any, between 11:00 P.M. and the following 9:00 A.M., if the same shall disturb or annoy other occupants of the Condominium, and in no event shall any Residential Unit Owner practice of suffer to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and the following 9:00 A.M. No construction, repair work, or other installation involving noise shall be conducted in any Residential Unit except on weekdays (not including legal holidays) and only between the hours of 9:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency. Amplified loud speakers and TV monitors shall not be mounted on or fixed to any Limited Residential Common Element demising partition. If any such item is mounted on non-demising partitions, such mounting shall include appropriate resilient fasteners to control sound transmission to adjoining Units.

13. No pets other than dogs, caged birds, cats, small reptiles, and fish (which do not cause a nuisance, health hazard or unsanitary condition) shall be permitted, kept or harbored in a Residential Unit without the same in each instance having been expressly permitted in writing by the Sponsor or the Condominium Board. Such consent, if given, shall be revocable by the Sponsor or the Board at any time, with or without cause. In no event shall there be maintained in a Residential Unit more than 2 pets without the consent of the Condominium Board, nor shall any animal be permitted in any public elevator, other than the elevators designed by the Condominium Board or Managing Agent for that purpose, or in the public portions of the Condominium, unless carried or on a leash. Unless otherwise decided by the Condominium Board, no pets shall be permitted in the central Courtyard/Garden. No pigeons or other birds or animals shall be fed from the window sills, or other public portions of the Buildings, or on the sidewalk or street adjacent to the Buildings. Each Residential Unit Owner who keeps any type of pet in such Unit Owner's Residential Unit may be required to enter into an agreement with the Condominium Board regarding pets as the Condominium Board may deem suitable,

indemnifying and holding harmless the Condominium, all Unit Owners and Managing Agent from all claims and expenses resulting from acts of such pet. No pets shall be permitted, kept or harbored in any Non-Residential Unit.

14. No group tour, open house or exhibition of any Residential Unit or its contents shall be conducted, nor shall any auction sale be held in any Residential Unit, without the consent of the Condominium Board or the Managing Agent in each instance. In the event that any Residential Unit shall be used for home occupation purposes in conformance with the Declaration and the By-laws, no patients, clients, or other invitees shall be permitted to wait in any lobby, public hallway, or vestibule.

15. Unless expressly authorized by the Condominium Board in each instance, not less than 80% of the total floor area of each room of each Residential Unit (excepting only kitchens, pantries, bathrooms, closets and foyers) must be covered with rugs, carpeting, or equally effective noise reducing material.

16. No window guards or other window decorations shall be used in or about any Residential Unit, except such as shall have been approved in writing by the Condominium Board or the Managing Agent, which approval shall not be unreasonably withheld or delayed. In no event, however, shall any windows of any Residential Unit be colored or painted.

17. No ventilator or air conditioning device shall be installed in any Residential Unit or its appurtenant Limited Residential Common Elements, if any, without the prior written approval of the Condominium Board, which approval may be granted or refused in the sole discretion of the Condominium Board.

18. No radio or television aerial shall be attached to or hung from the exterior of the Condominium, and no sign, notice, advertisement, or illumination (including, without limitation, "For Sale", "For Lease", or "For Rent" signs) shall be inscribed or exposed on or at any window or other part of the Condominium, except such as are permitted pursuant to the terms of Declaration and/or the By-laws or shall be projected from any window of a Residential Unit without similar approval.

19. 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.

20. Water-closets and other water apparatus in the Condominium shall not be used for any purpose other than those for which they were designed, and no sweepings, rubbish, rags or any other article shall be thrown into 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 the Residential Unit.

21. Each Residential Unit Owner shall keep its Residential Unit and its appurtenant Limited Residential Common Elements, if any, in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the By-laws.

22. The access doors located in various portions of the ceiling of the Residential Units (if any) shall not be obstructed in any manner which would prevent access to the ceiling hung units located within such ceilings.

23. The agents of the Condominium Board or the Managing Agent, may enter any Residential Unit at any reasonable hour of the day, on at least 1 day's prior notice to the Residential Unit Owner, for the purpose of inspecting such Residential Unit for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects, or other pests, however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Residential Unit for its permitted purposes.

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

25. If any key or keys are entrusted by a Unit Owner, by any Family Member thereof, or by an agent, servant, employee, licensee, or visitor to an employee of the Condominium or of the Managing Agent, whether for the Residential Unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Residential Unit Owner, and neither the Condominium Board nor the Managing Agent shall (except as provided in Rules 23 and 24 above) be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

26. Residential Unit Owners and their respective Family Members, guests, servants, employees, agents, visitors, or licensees shall not at any time or for any reason whatsoever, enter upon, or attempt to enter upon, the roof(s) of the Condominium unless such roof is part of a lawful Terrace.

27. No occupant of the Condominium shall send any employee of the Condominium or of the Managing Agent out of the Condominium on any private business.

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

29. No Residential Unit Owner shall install any plantings on any Terrace or roof without the prior written approval of the Condominium Board. Terraces above ground level have been designed for a Uniform Live Load of 100 psf (pounds per square foot). The Snow Load is included in this design load. The maximum single concentrated load anywhere on the Terrace shall be 2,500 pounds and the total weight of all planters on the Terrace shall not exceed 2,500 pounds. Plantings shall be placed in containers impervious to dampness and standing on supports at least two inches from the Terrace or roof surface, and if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the containers to draw off water. In special locations, such as corner abutting a parapet wall, plantings shall be contained in containers

which shall be at least three inches from the parapet and flashing, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. Any masonry planting beds shall not, however, rest directly upon the surface of such Terrace or roof but shall stand on supports at least two inches above such surface. No planting shall be permanently affixed to a Terrace or roof surface but shall be able to be easily moved. It shall be the responsibility of the Residential Unit Owner to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. Such Residential Unit Owner shall pay the cost of any repairs rendered necessary by or damage caused by such plantings. The Condominium Board shall have an easement and a right of access to the Terrace appurtenant to the Unit to inspect the same and to remove violations therefrom and to install, operate, maintain, repair, alter, build, restore, and replace any of the Common Elements located in, over, under through, adjacent to, or upon the same.

30. No Residential Unit Owner shall enclose, erect a greenhouse and/or alter a Terrace (including, but not limited to, installing speakers) appurtenant to a Residential Unit in any way, without the prior written consent of the Condominium Board.

31. Complaints regarding the service of the Condominium shall be made in writing to the Condominium Board and the Managing Agent.

32. Residential Unit Owners and their respective Family Members, guests, domestic employees, employees, agents, visitors, or licensees shall abide by any additional rules and regulations adopted by the Condominium Board.

33. There shall be no smoking in any enclosed Common Area nor in any outdoor Common Areas of the Property (other than Terraces).

34. The Retail Units shall be required to provide for private refuse disposal and shall dispose of refuse in accordance with Law, and shall not permit any refuse to be placed on the curb or remain on the curb during the hours of 10AM to 6PM.

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# EXHIBIT 9

UNIT POWER OF ATTORNEY

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**UNIT POWER OF ATTORNEY**
**FOR RESIDENTIAL UNITS**

Terms used in this Unit Power of Attorney which are used (a) in the declaration (the "Declaration") establishing a plan for condominium ownership of the premises known as The Greenwich Lane condominium (the "Condominium"), and by the street numbers 133 West 11th Street, 135 West 11th Street, 137 West 11th Street, 139 West 11th Street, 141 West 11th Street, 145 West 11th Street, 155 West 11th Street, 140 West 12th Street, 150 West 12th Street and 160 West 12th Street, New York, New York 10011 under Article 9-B of the Real Property Law of the State of New York, dated _____, ___, and recorded in the New York County Office of the Register of The City of New York on _____, _____ under CRFN #_____, or (b) in the By-laws of the Condominium ("By-laws") attached to, and recorded together with, the Declaration, shall have the same meanings in this Unit Power of Attorney as in the Declaration or the By-laws.

A. The undersigned, _____, (having an office) (residing at) _____, the owner of a Unit _____ ("Unit") in the Condominium which is designated and described as the Unit in the Declaration and also designated as Tax Lot ____ in Block ___ of the Borough of Manhattan on the Tax Map of the Division of Land Records 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 Condominium Board (or the Residential Members thereof when any act requires only the Residential Members), true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, in their own names, as Members of the Condominium Board or in the name of their designee (corporate or otherwise), on behalf of all Unit Owners, in accordance with such Unit Owners' respective interests in the Common Elements, subject to the provisions of the By-laws then in effect, to:

(a) employ counsel for purposes of protesting the New York City real property tax assessments with the Tax Commission and commencing, pursuing appealing, settling and/or terminating administrative and tax certiorari proceedings on behalf of the Residential Unit Owners for the reduction of the assessed valuation of their Residential Units, such Residential Unit Owners agreeing not to protest said assessments and bring such tax certiorari proceedings at their own initiative and on their own behalf;

(b) acquire or lease or license any Residential Unit, together with its Appurtenant Interests, whose owner desires to sell, convey, transfer, assign, lease or surrender same or acquire any Residential Unit, together with its Appurtenant Interests, that becomes the subject of a foreclosure or other similar sale (whether pursuant to a foreclosure of the lien granted by Section 339-z of the Condominium Act or otherwise) in the name of the Condominium Board of its designee, corporate or otherwise, on behalf of the Residential Unit Owners;

(c) convey, sell, lease, mortgage, or otherwise deal with (but not to vote the Common Interest, appurtenant to any Residential Unit so acquired pursuant to (b) above or to sublease any Unit so leased;

(d) acquire, mortgage, lease, sublease, license, convey or otherwise deal with the Resident Manager's Unit, in the name of the Condominium Board or its designee, corporate or otherwise, on behalf of all Residential Unit Owners;

(e) purchase or lease, in the name of the Condominium Board, space for the storage of personal property, for some but not necessarily for all Residential Unit Owners;

(f) lease or purchase and finance the purchase of an apartment for use as the residence of the building Resident Manager, either in the Condominium or elsewhere (in compliance with applicable Law and regulations);

(g) execute, acknowledge and deliver, and if necessary, record:

(i) any declaration or other instrument affecting the Condominium and/or the Property that the Condominium Board deems necessary or appropriate to comply with Law, regulation, zoning resolution or requirement of the Department of Buildings, the New York City Department of Housing Preservation and Development, the City Planning Commission, the Board of Standards and Appeals, the Landmarks Preservation Committee, or any other public authority or agency, applicable to the maintenance of or operation of the Condominium and/or the Property, or

(ii) following due authorization by any affected Unit Owner(s) to the extent required in the Condominium Documents, any agreement, consent, covenant, variance, filing, restriction, easement, or declaration, or any amendment thereto, affecting the Condominium or the Common Elements that the Condominium Board deems necessary or appropriate to comply with or effectuate (1) any zoning lot declaration, (2) tax lot merger, (3) any protests and tax certiorari proceedings affecting the Residential Units, (4) any obligations relating to the Triangle Park, and/or (5) the Restrictive Declaration, including, but not limited to, any obligations relating to the Triangle Park, and/or (6) any agreement to which the Condominium is a party that is disclosed in the Offering Plan for the Condominium.

The acts of a majority of such persons constituting the Condominium Board (or the Residential members thereof, as applicable) shall constitute the acts of said attorneys-in-fact.

B. The undersigned do(es) hereby nominate, constitute and appoint West Village Residences LLC and its successors and assigns ("Declarant"), as attorney-in-fact for the undersigned, coupled with an interest, with power of substitution in the name of its designee (corporate or otherwise), but subject in all respects to the provisions of the Condominium Documents then in effect, to amend the Condominium Documents pursuant to the terms thereof, and to effectuate the rights of Declarant under the Condominium Documents, including without limitation, when such amendment (a) shall be required to reflect any changes in Unsold Units and/or the reapportionment of the Common Interests of the affected Unsold Units resulting therefrom made by Declarant in accordance with the Declaration, or (b) shall be required (i) by an Institutional Lender designated by Declarant to make a mortgage loan secured by a mortgage on any Unit, (ii) by any governmental agency having regulatory jurisdiction over the Condominium, (iii) by any title insurance company selected by Declarant to insure title to any Unit; (iv) to correct any inconsistencies or scriveners' errors in the Condominium Documents or any related filings with any governmental agency, including, but not limited to, the Interstate Land Sales Full Disclosure Act ("ILSA"), 15 U.S.C.A. §1707 et seq., or (v) to relinquish Declarant's rights under the Condominium Documents, provided, however, that any amendment made pursuant to the terms of subdivision (a) or (b) of this paragraph shall not (1) change the Common Interest of the undersigned's Unit, (2) require a material, physical modification to the undersigned's Unit, or (3) adversely affect the priority or validity of the lien of any mortgage held by an Institutional Lender covering the undersigned's Unit unless the undersigned (in the event described in (1) or (2) of this paragraph) or the holder of such mortgage (in the event described in (3) of this paragraph) shall consent thereto by joining in the execution of such amendment; and

The terms, covenants and conditions contained in, and the powers granted to Declarant pursuant to paragraph (B) above shall remain in full force and effect until such time as (i) Declarant shall cease to own any Unit in the Condominium; (ii) Declarant has completed all of its obligations under the terms of the Offering Plan; and (iii) a permanent certificate of occupancy has been issued for the Condominium.

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 _____, 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(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

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# UNIT POWER OF ATTORNEY
# FOR NON-RESIDENTIAL UNITS

Terms used in this Unit Power of Attorney which are used (a) in the declaration (the "Declaration") establishing a plan for condominium ownership of the premises known as The Greenwich Lane condominium (the "Condominium"), and by the street numbers 133 West 11th Street, 135 West 11th Street, 137 West 11th Street, 139 West 11th Street, 141 West 11th Street, 145 West 11th Street, 155 West 11th Street, 140 West 12th Street, 150 West 12th Street and 160 West 12th Street, New York, New York 10011 under Article 9-B of the Real Property Law of the State of New York, dated _____, ___, and recorded in the New York County Office of the Register of The City of New York on _____, _____ under CRFN #_____, or (b) in the By-laws of the Condominium ("By-laws") attached to, and recorded together with, the Declaration, shall have the same meanings in this Unit Power of Attorney as in the Declaration or the By-laws.

A. The undersigned, _____, (having an office) (residing at) _____, the owner of a Unit _____ ("Unit") in the Condominium which is designated and described as the Unit in the Declaration and also designated as Tax Lot ____ in Block ___ of the Borough of Manhattan on the Tax Map of the Division of Land Records 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 Condominium Board, true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, in their own names, as Members of the Condominium Board or in the name of their designee (corporate or otherwise), on behalf of all Unit Owners, in accordance with such Unit Owners' respective interests in the Common Elements, subject to the provisions of the By-laws then in effect, to execute, acknowledge and deliver, and if necessary, record: (a) any declaration or other instrument affecting the Condominium and/or the Property that the Condominium Board deems necessary or appropriate to comply with Law, regulation, zoning resolution or requirement of the Department of Buildings, the New York City Department of Housing Preservation and Development, the City Planning Commission, the Board of Standards and Appeals, the Landmarks Preservation Committee, or any other public authority or agency, applicable to the maintenance of or operation of the Condominium and/or the Property or (b) following due authorization by any affected Unit Owner(s) to the extent required in the Condominium Documents, any agreement, consent, covenant, variance, filing, restriction, easement, or declaration, or any amendment thereto, affecting the Condominium or the Common Elements that the Condominium Board deems necessary or appropriate to comply with or effectuate (i) any zoning lot declaration, (ii) tax lot merger, (iii) the Restrictive Declaration, including, but not limited to, any obligations relating to the Triangle Park, and/or (iv) any agreement to which the Condominium is a party that is disclosed in the Offering Plan for the Condominium.

The acts of a majority of such persons constituting the Condominium Board shall constitute the acts of said attorneys-in-fact.

B. The undersigned do(es) hereby nominate, constitute and appoint West Village Residences LLC and its successors and assigns ("Declarant"), as attorney-in-fact for the undersigned, coupled with an interest, with power of substitution in the name of its designee (corporate or otherwise), but subject in all respects to the provisions of the Condominium Documents then in effect, to amend the Condominium Documents pursuant to the terms thereof, and to effectuate the rights of Declarant under the Condominium Documents, including without limitation, when such amendment

(a) shall be required to reflect any changes in Unsold Units and/or the reapportionment of the Common Interests of the affected Unsold Units resulting therefrom made by Declarant in accordance with the Declaration, or (b) shall be required (i) by an Institutional Lender designated by Declarant to make a mortgage loan secured by a mortgage on any Unit, (ii) by any governmental agency having regulatory jurisdiction over the Condominium, (iii) by any title insurance company selected by Declarant to insure title to any Unit; (iv) to correct any inconsistencies or scriveners' errors in the Condominium Documents or any related filings with any governmental agency, including, but not limited to, the Interstate Land Sales Full Disclosure Act ("ILSA"), 15 U.S.C.A. §1707 et seq., or (v) to relinquish Declarant's rights under the Condominium Documents, provided, however, that any amendment made pursuant to the terms of subdivision (a) or (b) of this paragraph shall not (1) change the Common Interest of the undersigned's Unit, (2) require a material, physical modification to the undersigned's Unit, or (3) adversely affect the priority or validity of the lien of any mortgage held by an Institutional Lender covering the undersigned's Unit unless the undersigned (in the event described in (1) or (2) of this paragraph) or the holder of such mortgage (in the event described in (3) of this paragraph) shall consent thereto by joining in the execution of such amendment; and

The terms, covenants and conditions contained in, and the powers granted to Declarant pursuant to paragraph (B) above shall remain in full force and effect until such time as (i) Declarant shall cease to own any Unit in the Condominium; (ii) Declarant has completed all of its obligations under the terms of the Offering Plan; and (iii) a Permanent Certificate of Occupancy has been issued for the Condominium.

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 _____, 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(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

# EXHIBIT 10

HOUSING MERCHANT IMPLIED WARRANTY LAW

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**N.Y. GBS. LAW § 777 : NY Code - Section 777: Definitions**

As used in this article, the following terms shall have the following meanings:

1. "Builder" means any person, corporation, partnership or other entity contracting with an owner for the construction or sale of a new home.

2. "Building code" means the uniform fire prevention and building code promulgated under section three hundred seventy-seven of the executive law, local building code standards approved by the uniform fire prevention and building code council under section three hundred seventy-nine of the executive law, and the building code of the city of New York, as defined in title twenty-seven of the administrative code of the city of New York.

3. "Constructed in a skillful manner" means that workmanship and materials meet or exceed the specific standards of the applicable building code. When the applicable building code does not provide a relevant specific standard, such term means that workmanship and materials meet or exceed the standards of locally accepted building practices.

4. "Material defect" means actual physical damage to the following load-bearing portions of the home caused by failure of such load-bearing portions which affects their load-bearing functions to the extent that the home becomes unsafe, unsanitary or otherwise unliveable: foundation systems and footings, beams, girders, lintels, columns, walls and partitions, floor systems, and roof framing systems.

5. "New home" or "home" means any single family house or for-sale unit in a multi-unit residential structure of five stories or less in which title to the individual units is transferred to owners under a condominium or cooperative regime. Such terms do not include dwellings constructed solely for lease, mobile homes as defined in section seven hundred twenty-one of this chapter, or any house or unit in which the builder has resided or leased continuously for three years or more following the date of completion of construction, as evidenced by a certificate of occupancy.

6. "Owner" means the first person to whom the home is sold and, during the unexpired portion of the warranty period, each successor in title to the home and any mortgagee in possession. Owner does not include the builder of the home or any firm under common control of the builder.

7. "Plumbing, electrical, heating, cooling and ventilation systems" shall mean:
a. in the case of plumbing systems: gas supply lines and fittings; water supply, waste and vent pipes and their fittings; septic tanks and their drain fields; water, gas and sewer service piping, and their extensions to the tie-in of a public utility connection, or on-site well and sewage disposal system; b. in the case of electrical systems: all wiring, electrical boxes, switches, outlets and connections up to the public utility connection; and c. in the case of heating, cooling and ventilation systems: all duct work, steam, water and refrigerant lines, registers, convectors, radiation elements and dampers.

8. "Warranty date" means the date of the passing of title to the first owner for occupancy by such owner or such owner's family as a residence, or the date of first occupancy of the home as a residence, whichever first occurs.

**N.Y. GBS. LAW § 777-a : NY Code - Section 777-A: Housing merchant implied warranty**

1. Notwithstanding the provisions of section two hundred fifty-one of the real property law, a housing merchant implied warranty is implied in the contract or agreement for the sale of a new home and shall survive the passing of title. A housing merchant implied warranty shall mean that:

a. one year from and after the warranty date the home will be free from defects due to a failure to have been constructed in a skillful manner;

b. two years from and after the warranty date the plumbing, electrical, heating, cooling and ventilation systems of the home will be free from defects due to a failure by the builder to have installed such systems in a skillful manner; and

c. six years from and after the warranty date the home will be free from material defects.

2. Unless the contract or agreement by its terms clearly evidences a different intention of the seller, a housing merchant implied warranty does not extend to:

a. any defect that does not constitute (i) defective workmanship by the builder or by an agent, employee or subcontractor of the builder, (ii) defective materials supplied by the builder or by an agent, employee or subcontractor of the builder, or (iii) defective design provided by a design professional retained exclusively by the builder;

or

b. any patent defect which an examination ought in the circumstances to have revealed, when the buyer before taking title or accepting construction as complete has examined the home as fully as the buyer desired, or has refused to examine the home.

3. In the case of goods sold incidentally with or included in the sale of the new home, such as stoves, refrigerators, freezers, room air conditioners, dishwashers, clothes washers and dryers, a housing merchant implied warranty shall mean that such goods shall be free from defects due to failure by the builder or any agent, employee or subcontractor of the builder to have installed such systems in a skillful manner. Merchantability, fitness and all other implied warranties with respect to goods shall be governed by part three of article two of the uniform commercial code and other applicable statutes.

4. a. Written notice of a warranty claim for breach of a housing merchant implied warranty must be received by the builder prior to the commencement of any action under paragraph b of this subdivision and no later than thirty days after the expiration of the applicable warranty period, as described in subdivision one of this section. The owner and occupant of the home shall afford the builder reasonable opportunity to inspect, test and repair the portion of the home to which the warranty claim relates.

b. An action for damages or other relief caused by the breach of a housing merchant implied warranty may be commenced prior to the expiration of one year after the applicable warranty period, as described in subdivision one of this section, or within four years after the warranty date, whichever is later. In addition to the foregoing, if the builder makes repairs in response to a warranty claim under paragraph a of this subdivision, an action with respect to such claim may be commenced within one year after the last date on which such repairs are performed. The measure of damages shall be the reasonable cost of repair or replacement and property damage to the home proximately caused by the breach of warranty, not to exceed the replacement cost of the home exclusive of the value of the land,

unless the court finds that, under the circumstances, the diminution in value of the home caused by the defect is a more equitable measure of damages.

c. In addition to any other period for the commencement of an action permitted by law, an action for contribution or indemnification may be commenced at any time prior to the expiration of one year after the entry of judgment in an action for damages under paragraph b of this subdivision.

5. Except as otherwise provided in section seven hundred seventy-seven-b of this article, any provision of a contract or agreement for the sale of a new home which excludes or modifies a housing merchant implied warranty shall be void as contrary to public policy.

6. Except as otherwise provided in section seven hundred seventy-seven-b of this article, other implied warranties may arise from the terms of the contract or agreement or from course of dealing or usage of trade.

**N.Y. GBS. LAW § 777-b : NY Code - Section 777-B: Exclusion or modification of warranties**

1. Except in the case of a housing merchant implied warranty, the builder or seller of a new home may exclude or modify all warranties by any clear and conspicuous terms contained in the written contract or agreement of sale which call the buyer's attention to the exclusion or modification of warranties and make the exclusion or modification plain.

2. Except in the case of a housing merchant implied warranty, the builder or seller of a new home may exclude or modify warranties with respect to particular defects by any clear and conspicuous terms contained in the written contract or agreement of sale which identify such defects, call the buyer's attention to the exclusion or modification of warranties and make the exclusion or modification plain.

3. A housing merchant implied warranty may be excluded or modified by the builder or seller of a new home only if the buyer is offered a limited warranty in accordance with the provisions of this subdivision.

a. A copy of the express terms of the limited warranty shall be provided in writing to the buyer for examination prior to the time of the buyer's execution of the contract or agreement to purchase the home.

b. A copy of the express terms of the limited warranty shall be included in, or annexed to and incorporated in, the contract or agreement.

c. The language of the contract or agreement for sale of the home must conspicuously mention the housing merchant implied warranty and provide that the limited warranty excludes or modifies the implied warranty. Language to exclude all implied warranties is sufficient if it states, for example, that "There are no warranties which extend beyond the face hereof."

d. The limited warranty shall meet or exceed the standards provided in subdivisions four and five of this section.

4. A limited warranty sufficient to exclude or modify a housing merchant implied warranty must be written in plain English and must clearly disclose:

a. that the warranty is a limited warranty which limits implied warranties on the sale of the home; the words "limited warranty" must be clearly and conspicuously captioned at the beginning of the warranty document;

b. the identification of the names and addresses of all warrantors;

c. the identification of the party or parties to whom the warranty is extended and whether it is extended to subsequent owners; the limited warranty must be extended to the first owner of the home and survive the passing of title but may exclude any or all subsequent owners;

d. a statement of the products or parts covered by the limited warranty;

e. the clear and conspicuous identification of any parts or portions of the home or premises that are excepted or excluded from warranty coverage, and the standards that will be used to determine whether a defect has occurred; provided, however, that:

i. any exception, exclusion or standard which does not meet or exceed a relevant specific standard of the applicable building code, or in the absence of such relevant specific standard a locally accepted building practice, shall be void as contrary to public policy and shall be deemed to establish the applicable building code standard or locally accepted building practice as the warranty standard; and

ii. any exception, exclusion or standard that fails to ensure that the home is habitable, by permitting conditions to exist which render the home unsafe, shall be void as contrary to public policy.

f. what the builder and any other warrantor will do when a defect covered by the warranty does arise, and the time within which the builder and any other warrantor will act;

g. the term of the warranty coverage and when the term begins, provided, however, that such term shall be equal to or exceed the warranty periods of a housing merchant implied warranty, as defined in subdivision one of section seven hundred seventy-seven-a of this article;

h. step-by-step claims procedures required to be undertaken by the owner, if any, including directions for notification of the builder and any other warrantor; an owner shall not be required to submit to binding arbitration or to pay any fee or charge for participation in nonbinding arbitration or any mediation process;

i. any limitations on or exclusions of consequential or incidental damages, and any limitations on the builder's and other warrantor's total liability, conspicuously expressed on the first page of the warranty. Notwithstanding the foregoing, a limited warranty shall not be construed to permit any limitation on or exclusion of property damage to the home proximately caused by a breach of the limited warranty, where the court finds that such limitation or exclusion would cause the limited warranty to fail of its essential purpose, except that such property damage may be limited by an express limitation on the builder's or other warrantor's total liability in accordance with the provisions of this paragraph.

5. a. This article shall not be construed to authorize or validate any covenant, promise, agreement or understanding which is void and unenforceable under section 5-322.1 of the general obligations law.

b. This article shall preempt any local law inconsistent with the provisions of this article. This article shall not preempt any builder subject to its provisions from complying with any local law with respect to the regulation of home builders except as expressly provided herein.

c. Nothing in this article shall be construed to repeal, invalidate, supersede or restrict any right, liability or remedy provided by any other statute of the state, except where such construction would, as a matter of law, be unreasonable.

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# EXHIBIT 11

## ATTORNEY'S INCOME TAX OPINION

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April 10, 2013

West Village Residences LLC
345 Park Avenue
New York, New York 10154

Re: Condominium Offering Plan
The Greenwich Lane ("Plan")

Dear Sir or Madam:

You have requested our opinion concerning (i) the availability of certain deductions for Federal, New York State and New York City income tax purposes to individuals who purchase Residential Units for residential use ("Residential Unit Owners") under the Plan and (ii) the treatment for such income tax purposes of the Common Charges paid or borne by individual Residential Unit Owners.

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

This Plan provides for the establishment of condominium ownership of the land and buildings, and appurtenances thereto, comprising The Greenwich Lane, situated at 133 West 11th Street, 135 West 11th Street, 137 West 11th Street, 139 West 11th Street, 141 West 11th Street, 145 West 11th Street, 155 West 11th Street, 140 West 12th Street, 150 West 12th Street, and 160 West 12th Street, New York, New York. The Condominium will be comprised of Residential Units, Retail Units, a Storage Unit, a Community Facility Unit, a Garage Unit, and Common Elements. This opinion addresses certain of the Federal, New York State and New York City income tax consequences that would result from the ownership of a Residential Unit by an individual who is a

resident of New York City for tax purposes who uses the Residential Unit as a qualified residence. This opinion does not address, among other things, the tax consequences of ownership of Retail Units or a Garage or Storage License by any person or entity; tax consequences of the ownership of Units by corporations, other entities, foreign persons or individuals who are not residents of New York City, or by an individual taxpayer in connection with his or her trade or business, for investment, or for the production of income; or the estate tax consequences of ownership of Units.

**Article II. Deductibility of Mortgage Interest and Real Estate Taxes**

A Residential Unit Owner will own his Residential Unit and its appurtenant interest in the Common Elements in fee simple. Therefore, each Residential Unit Owner may mortgage his Residential Unit and become individually liable for the payment of any finance charges or interest on such mortgage indebtedness. Also, each Unit will be taxed as a separate tax lot for real estate tax purposes.

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 married individual filing a separate return) in the aggregate for all qualified residences of the taxpayer in any period. Sec. 163(h)(3)(B) and (C) of the Code. Accordingly, an owner of a Residential Unit who itemizes deductions and uses his Residential Unit as a qualified residence will be entitled, under current law, to deduct from his gross income for Federal income tax purposes, interest paid or accrued by him on (i) acquisition indebtedness incurred with respect to his Residential Unit to the extent that such indebtedness, when added to the amount of acquisition indebtedness incurred with respect to a second qualified residence (if any), does not exceed $1,000,000 ($500,000 in the case of a married individual filing a separate return) and (ii) home equity indebtedness with respect to his Residential Unit to the extent that such indebtedness, when added to the amount of home equity indebtedness incurred with respect to a second qualified residence (if any), does not exceed $100,000 ($50,000 in the case of a married individual filing a separate return).

In our opinion, subject to the limitations discussed herein, an individual Residential Unit Owner who elects to itemize deductions will, for Federal income tax purposes, be entitled to a deduction for mortgage interest and real estate taxes in the year paid or accrued under Section 163 and 164 of the Code, respectively. Rev. Rul. 64-31, 1964-1 (Part I) Cum. Bull. 300.

The deductions for interest will only be available to those taxpayers who elect to itemize their deductions and whose aggregate itemized deductions exceed the standard deduction. Moreover, no deduction will be allowed to a cash basis taxpayer in the year of payment for prepaid interest (other than points paid in certain cases). See Sec. 461(g)(1); Rev. Proc. 94-27, 1994-1 Cum. Bull. 613. No deduction for real estate taxes is permitted for purposes of the Federal alternative minimum tax. Sec. 56(b)(1)(A)(ii) of the Code. In addition, the Internal Revenue Code contains overall limitations on the allowance of itemized deductions which may further limit the deductions available. Sec. 68 of the Code.

Since the rules and limitations regarding the deductibility of home mortgage interest are complex, Prospective Purchasers are urged to consult their tax advisors regarding the application of such rules and limitations to them, as well as regarding the deductibility of interest with respect to their Residential Units for Federal alternative minimum tax purposes (which at present is subject to rules different than those described above for regular tax purposes). In addition, Prospective Purchasers should consult their tax advisors regarding potential limitations on the deductibility of points and prepaid interest, if any, on their mortgage loans and on the overall limitation on the allowance of itemized deductions.

It is also our opinion that each owner of an individual Residential Unit who uses his Residential Unit as a residence will generally, for New York State and New York City income tax purposes, be entitled to deductions for the mortgage interest and real estate taxes paid during the taxable year. 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 reductions by as much as 100% in the case of individuals having income exceeding certain prescribed levels. Furthermore, certain individual taxpayers may not be able to utilize the deductions herein discussed, in whole or in part, if they are subject to the Federal alternative minimum tax and /or if their incomes exceed certain levels. Prospective Purchasers should consult their tax advisors to determine the availability of deductions for mortgage interest and real estate taxes for New York State and New York City Income Tax purposes with respect to their particular Residential Units.

Until the Residential Units are separately billed for real property taxes, the by-laws provide for collection thereof in accordance with each Residential Unit Owner's percentage of Common Interest. Such payments are to be made into a special escrow account for the purpose of paying such taxes, and accordingly, inasmuch as such payment is necessary because the property interest of each Residential Unit Owner would be lost if the taxes were unpaid and the property foreclosed upon, such payment will be deductible to the same extent as if made directly by the Residential Unit Owner. See L. L. Powell, 26 TCM 161 (1967); D. G. Peters, 29 TCM 1440 (1970).

## Article III. Common Charges

Pursuant to the Plan, the Condominium Board will govern the affairs of the Condominium. Unit Owners will pay Common Charges to the Condominium to enable the Condominium to pay its expenses and create such reserves as the Condominium Board deems appropriate. These Common Charges will be allocated based upon floor space, subject to the

location of such space and the additional factors of relative value to other space in the condominium, the uniqueness of the unit, the availability of common elements for exclusive or shared use, and the overall dimensions of the particular unit. Presently, certain tax issues concerning the Condominium are not clear. The Federal income tax consequences to the Condominium and the Unit Owners of the receipt of Common Charges by the Condominium from the Unit Owners and receipts from other sources will depend upon whether the Condominium is treated as a conduit, or is treated as an association taxable as a corporation or whether it qualifies and elects to be taxed in the manner provided under Section 528 of the Code.

Section 528 of the Code provides that condominium associations, when qualified, may be treated as partially tax-exempt for Federal income tax purposes.

The partial exemption provided by Section 528 of the Code is available only if the following requirements are met:

(a) The organization must be organized and operated to provide for the acquisition, construction, management, maintenance and care of the association property.

(b) Sixty (60%) percent or more of the organization's gross income for the taxable year must be exempt function income. "Exempt function income" means amounts received as membership dues, fees, or assessments from Residential Unit Owners in their capacity, as such, if such amounts are used by the Condominium Board for qualifying purposes.

(c) Ninety (90%) percent or more of the organization's expenditures for the taxable year must be for the acquisition, construction, management, maintenance and care of the condominium.

(d) No part of the net earnings may inure to the benefit of any private individual except through the rebate of excess assessments or indirectly through the acquisition, management and maintenance of association property.

(e) The organization must elect exempt status for the taxable year. Such election must be made for each year that the organization desires to be treated as a Section 528 organization. Treas. Reg. Section 1.528-8.

(f) Substantially all of the units must be used by individuals for residential purposes. Substantially all of the units will be considered used by individuals for residences if at least eighty-five (85%) percent of the total square footage of all units is (i) used by individuals for residential purposes; (ii) intended to be used by individuals for residential purposes if certain requirements are satisfied; or (iii) used for purposes auxiliary to residential use, such as storage rooms, laundry and maintenance areas. Treas. Reg. Section 1.528-4(b). It is anticipated that more than eighty-five percent of the total square footage of all Condominium Units within the project will be used by individuals for residential purposes.

If the above requirements are met and a timely election is made, the Condominium's exempt function income is not subject to tax. Gross income from Condominium membership dues, fees and assessments received from Retail, Storage, Community Facility, and Garage Unit Owners and other sources such as that derived from the lease of laundry facilities or from investment income, is subject to tax after allowable deductions at the rate of thirty (30%) percent. Deductions are allowed for expenses related to the production of non-exempt income, but only if such expenses are directly connected with the production of such income. Sec. 528(d)(1)(B) of the Code. A specific deduction of One Hundred ($100) Dollars is allowed against non-exempt income. Sec. 528 (d)(2)(A) of the Code. Neither the net operating loss deduction nor the special deductions for corporations are allowed. Secs. 528(d)(2)(B) and 528(d)(2)(C) of the Code.

Accordingly, if the Condominium qualifies and makes a timely election under Section 528 of the Code, it would be taxed only upon net income from Condominium membership dues, fees and assessments received from Retail, Storage, Community Facility, and Garage Unit Owners and from other sources including income from the leasing of laundry facilities and from investment income, if any. If the Condominium is operated for the first year of operation in such a manner that the income projected in Schedule B of the Plan is received and the expenses on said Schedule B are incurred and paid, it is our opinion that the Condominium will qualify to make the Section 528 election for the first year. However, since the election must be made on an annual basis, we render no opinion as to whether the Condominium would qualify to make the election in subsequent years. Moreover, since certain deductions ordinarily allowable to corporations are not allowed with respect to an organization electing under Section 528 of the Code, we also render no opinion whether it would be advisable for the Condominium to make the election even if it would be qualified to do so.

Absent the application of Code Section 528, the present state of Federal law is unclear as to the precise tax status of the Condominium. The By-Laws of the Condominium provide that the Condominium Board will act as the agent of the Unit Owners. Accordingly, for Federal income tax purposes, the Condominium may take the position that since it simply acts as agent for the Unit Owners, it is not a separate taxable entity.

Under this view, the Condominium would be a mere conduit for receipts and payments of Unit Owners for whom it acts as an agent. In such a case, the Unit Owners would include in their gross income and be taxed on all income earned by the Condominium, less the expenses incurred in earning such income. However, Common Charges would not be considered income to the Condominium.

However, the Internal Revenue Service may contend that the Unit Owners, acting through the Condominium Board, constitute an association taxable as a corporation. In such event, such association may be deemed subject to the Federal corporate income tax (and therefore to New York State and New York City corporate income taxes) on the portion of the Common Charges which is deemed to constitute gross income of such association, to the extent that such portion (together with any income earned from other sources, such as interim

investments of funds by such association) exceeds the current expenses paid or incurred through the Condominium Board which are deductible for Federal income tax purposes.

In this connection, published rulings indicate that Common Charges which are assessed by the Condominium Board and designated for use solely to make specified capital improvements and which are maintained in a separate bank account should not constitute gross income to such Board, either because it is deemed to receive and hold such Common Charges as agent for the Unit Owners from whom the assessments were collected, Rev. Rul. 75-370, 1975-2 Cum. Bull. 25, or because the assessed Common Charges are deemed to be nontaxable contributions to the capital of the association. Rev. Rul. 75-371, 1975-2 Cum. Bull. 52; cf. Concord Village, Inc., 65 T.C. 142 (1975), non-acq. AOD 1976-329 (Aug. 11, 1976).

However, if treated as contributions to the capital of the association, it should be noted that when such amounts (together with any other funds accumulated by the association) are expended for capital improvements, the Internal Revenue Service may contend that the capital expenditures benefit the Unit Owners, and that each Unit Owner should therefore be subject to tax on his pro-rata share of the amounts expended.

The precise tax status of the Condominium for New York State and New York City tax purposes is also unclear. The relevant New York State and New York City laws incorporate by reference Federal entity classification provisions which, as discussed above, do not specifically address the treatment of condominiums. If the Condominium is properly treated as a separate entity that is an association taxable as a corporation for Federal income tax purposes, it appears likely that the Condominium would be subject to the New York State Corporation Franchise Tax and the New York City General Corporation Tax. If the Condominium does not constitute an association that is taxable as a corporation for Federal income tax purposes, it may be subject to the New York City Unincorporated Business Tax, unless it were eligible for and elected treatment under Code Section 528 as a homeowners association.

In the event that the Condominium Board is required to pay any Federal, New York State or New York City income tax, and the Condominium Board makes an additional assessment in order to meet this tax liability, it should be noted that the additional amount collected through such assessment may itself be subject to tax. See Old Colony Trust Co. v. Commissioner, 279 U.S. 716 (1929); Rev. Rul. 74-75, 1974-1 Cum. Bull. 19.

We express no views as to any Federal, New York State and/or New York City tax consequences or as to any aspects of the Plan other than those consequences and aspects explicitly discussed in this opinion or as to the tax status and tax consequences of the Plan under the laws of any other U.S. or foreign jurisdiction. This opinion does not address the tax consequences of ownership of Retail Units or a Garage or Storage License by any person or entity; tax consequences of the ownership of Units by corporations, other entities, foreign persons or individuals who are not residents of New York City, or by an individual taxpayer in connection with his or her trade or business, for investment, or for the production of income; or the estate tax consequences of ownership of Units.

This opinion also does not address the tax consequences which may arise if Units are acquired and/or leased by the Condominium Board or with respect to whether a Unit Owner may be deemed a resident of New York City due to ownership of a Unit. We therefore strongly advise each person contemplating the purchase of a Unit to consult his own tax advisor as to all such tax matters (as well as with respect to the tax matters discussed in this opinion). This opinion is not a guarantee; it is based on existing rules of law applied to the facts and documents referred to above. No assurances can be given that the tax laws upon which counsel bases this opinion will not change. In no event will Sponsor, Sponsor's counsel, the Condominium Board, the selling agent or any other person be liable if there are changes in the facts on which counsel relied in issuing this opinion or if there are changes in the applicable statutes, regulations, case law or Internal Revenue Service rulings on which counsel relied which cause i) the Condominium to cease to meet the requirements of the Code, the City Code or the State Code, or ii) Residential Unit Owners not to be entitled to income tax deductions.

**Internal Revenue Service Circular 230 Disclosure**

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

We consent to the filing of this opinion as an exhibit to the Plan and to the reference to our name under the caption "Taxes-Deductions to Unit Owner and Tax Status of Condominium" in the Plan.

Very truly yours,

ROBERT & HOLLAND LLP

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# EXHIBIT 12

REAL ESTATE TAX PROJECTION OPINION

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July 24, 2013

West Village Residences LLC
345 Park Avenue, 33rd Floor
New York, New York 10154

Re: Estimated Real Estate Tax Projection
1-15 Seventh Avenue
Manhattan Block 607 Lot 1

Dear Sir/Madam:

You have requested that we project the real estate tax liability for the residential and commercial condominium units to be created upon completion of the alteration and conversion of the 9 story building at 140 West 12th Street, the 15 story building at 150 West 12th Street, the 14 story building at 160 West 12th Street, the 17 story building at 155 West 11th Street, the 11 story building at 145 West 11th Street and the 5 story townhomes at 133-141 West 11th Street (collectively known as 1-15 Seventh Avenue, Manhattan Block 607 Lot 1) to a residential condominium building. Significant portions of each of the buildings will be either fully or partially demolished leaving portions of the structures and facades to be incorporated into the new building. The six existing buildings are located on a single tax lot known as Block 607, Lot 1. Upon completion of construction, the New York City Department of Finance ("DOF") will apportion the tax lot 1 into separately assessed condominium tax lots.

Since tax year 1982/83, Real Property Tax Law §1805(3) has mandated that increases in assessed valuation must be phased in over a five year period, resulting in a Transitional Assessed Value. However, the statute requires the Finance Department to include all physical (new construction, renovation, rehabilitations, or additions of square footage to existing structures) changes directly into the taxable assessed valuation without the five-year phase-in. The Actual Assessed Value is the target value which will be reached at the end of the five year period, assuming the assessment is not increased in the interim. Taxes are payable based upon the lower of the two values, known as the Billable Assessed Value.

The total Actual (target) and Transitional Assessed Valuations for the subject property for the most recent tax year are set forth as follows:

| Lot | 2013/14 Actual Assessment | 2013/14 Transitional Assessment |
|---|---|---|
| 1 | $32,041,800 | $31,495,347 |

For the purposes of these tax estimates we have estimated that 91.6224% of the assessed valuations will be apportioned to the residential and amenities component, 1.6707% will be apportioned to the retail component, 2.9354% will be apportioned to the garage component, 3.6998% will be apportioned to the community facility/doctors' offices and 0.0717% will be apportioned to the storage unit component based upon the percent common interest of each component constituting 1-15 Seventh Avenue.

You have advised us of the following facts regarding this project:

1. 1-15 Seventh Avenue will be renovated and converted to a condominium ownership. Upon completion of the renovation and construction, there will be two hundred (200) separately assessed residential condominium dwelling units with accessory use space and one or more commercial condominium units containing approximately 727,861 gross square feet of space located within separately assessed condominium tax lots. The condominium building consists of approximately 487,350 sellable square footage of residential area, 16,191 sellable square footage of garage area, 5,483 sellable square footage of retail unit 1 area, 3,395 sellable square footage of retail unit 2 area, 782 sellable square footage of storage unit area and 20,538 sellable square footage of community facility area.

2. The site which comprises the subject property currently consists of the tax lot identifiec on the New York City Department of Finance records as Block 607, Lot 1 in Manhattan.

3. Construction is projected to be completed by March 2016. For purposes of this estimate we have assumed that the assessor will treat the building as if construction were 100% completed and the building is ready for occupancy for the 2016/17 tax year. As set forth below, the projection of real estate taxes for the first year of operation includes a portion of the 2015/16 tax year, wherein the building is assessed as only partially complete.

4. Once construction has been completed, the property will consist of a single condominium building with separately assessed condominium tax lots for each residential dwelling unit. In addition, the commercial space in the building will be contained within one or more separately assessed condominium tax lots.

5. The first year of condominium operation is scheduled to extend from March 1, 2016 through February 28, 2017. As this period corresponds with portions of the City's 2015/16 and 2016/17 tax assessment years, real estate taxes due for the first year of

condominium operation will therefore be based on the assessed value of the residential and commercial tax lots for four (4) months of tax year 2015/16 and eight (8) months of tax year 2016/17. The 2015/16 assessed valuations will reflect a building in the process of renovation which has not yet been completed.

There are three recognized appraisal methods which are employed by the Real Property Assessment Department to determine the full market value of income producing real property. These methods are the original cost method, capitalization of income approach and the sales price comparison method.

The original cost method is based on the theory that the value of a given property is reflected by its cost of construction plus the acquisition cost of the underlying land. This method of valuation is considered a significant indicator of value with respect to new buildings. Relevant data used in the cost method includes material and labor ("hard") costs, and financing, engineering, architectural, testing and professional fees and construction period taxes ("soft") costs.

The capitalization of income method is based upon the proposition that the annual net income generated by a property, when divided by the rate of return an investor at a given time would accept for his money in a competing investment, yields a close estimate of the market value of the property. In the past the Department of Finance has used gross income multipliers to decrease the variations in operating expenses for residential properties. However, the Department of Finance has recently indicated that they will no longer utilize this approach to value.

The sales price comparison method is founded upon the belief that value can be ascertained by surveying market prices. Market value has been defined as that price which a property would bring in a competitive and open market, wherein both buyer and seller are acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. However, the addition of sale prices of individual units may not be the basis for arriving at the assessed valuation of a residential condominium or cooperative housing corporation. Real Property Tax Law Section 581 requires that the Department of Finance assess residential condominiums without regard to their form of ownership. This requirement has been interpreted to mean that cooperatives and condominiums are to be assessed as if they were rental properties, thus requiring a valuation based upon the capitalization of income utilizing rents imputed from comparable rental properties.

In arriving at the assessed valuation for each unit in the Condominium, the building is first assessed in its entirety. This overall assessment is then apportioned among the respective units, each of which will be assigned a tax lot designation once the condominium Declaration has been recorded and the floor plans are filed with the City Register. In the past, the apportionment was based in part upon the proportion of the projected selling price presented in the Offering Plans for each residential unit bears to the gross sellout price for all residential units available for

purchase in the project (hereinafter, "Proportionate Valuation"), and in part upon extrinsic indicia of value, including location, square footage, amenities, income producing potential and existing leases, if any, on particular units. However, more recently, the Department of Finance had enunciated a policy which has allocated assessed values for the residential unit within a condominium by utilizing each unit's respective percent interest in the common elements as set forth in the condominium declaration.

We make no representation that the Department of Finance will use any particular method to apportion assessed valuation among the units for the purpose of computing the portion of the condominium building's total assessed valuation that will be allocated to the residential or commercial units within the condominium building.

In estimating the assessed valuations herein, we examined comparable rents from other newly constructed apartment buildings. In addition, we have also studied the assessed valuations of newly constructed residential buildings in the area comparable to the project upon completion. These comparable assessment studies have enabled us to ascertain the current assessing policies of the City of New York with regard to newly constructed residential buildings. However, there are no assurances that these policies will remain unchanged, or that the indicators of market value will not be adjusted prior to completion of the referenced project resulting in an assessment differing from the estimates contained herein.

In deriving our projected valuations we have considered both the capitalization of income based upon comparable rents as well as the assessed valuation studies. For our estimates we have relied primarily on the study of assessed valuation of newly constructed residential buildings. All prospective purchasers are advised that although our estimate of the property's assessed valuation upon completion is a good faith estimate, the assessment when actually made may be less or greater than estimated herein.

Reconciliation of the approaches to valuation discussed above, including review of the final 2013/2014 assessed valuations for the current tax year for comparable new and recently renovated residential apartment buildings in the vicinity of the subject, justifies an estimated overall Actual Assessed Valuation for the entire condominium building (including "land" and "building") upon completion of construction of $101,780,000 or approximately $140 per square foot based on the total gross square feet of approximately 727,000 square feet and we estimate the taxable Assessed Value of $101,780,000. We have estimated that the assessed value of the completed condominium building would first be reflected on the City's 2016/17 tax assessment roll.

The most recent and currently available tax rate (for tax year 2012/2013), for residential real property is 13.181% and for commercial property is 10.288%. For purposes of the following projections, we have assumed that these overall rates will remain in effect for both the 2015/2016 and 2016/2017 tax years. The estimated taxes payable during tax years 2015/2016 and 2016/2017 for the residential and commercial condominium units as defined above are projected as follows:

**Estimated Taxes Payable During Tax Year 2015/2016 – During the Course of Construction:**

For purposes of this analysis we have estimated that as of the January 5, 2015 taxable status date governing the 2015/16 assessment roll, the property will be assessed as if approximately 50% completed and as a residential condominium with tax class 2 classification for the residential condominium component. We estimate the total Actual Assessed Value of 1-15 Seventh Avenue, inclusive of both the residential and commercial condominium components, to be $50,000,000 and the estimated total taxable Assessed Value to be $49,409,130. We note that the assessment roll for tax year 2015/16 will reflect only a partially constructed building whose completion will not be fully reflected on the City's assessment roll until the 2016/17 tax year.

**Estimated Taxes Payable During Tax Year 2016/2017 – When Assessed at the Completion of Construction:**

For purposes of this analysis we have estimated that as of the January 5, 2016 taxable status date governing the 2016/17 assessment roll, the total Actual Assessed Value of 1-15 Seventh Avenue, inclusive of both the residential and commercial condominium components, to be $101,780,000 and the estimated total taxable Assessed Value to be $101,780,000.

It is our estimate that the taxable assessed valuations before the apportionment of $49,409,130 for the tax year 2015/16 and $101,780,000 for the tax year 2016/17 will be apportioned to the condominium components based on the respective percent interest in the common elements as set forth in the condominium declaration we estimate taxable assessment for each condominium component after apportionment as follows;

| | Common Interest | 2015/16 Taxable Assessment | 2016/17 Taxable Assessment |
|---|---|---|---|
| Residential Component: | 91.6224% | $45,269,831 | $93,253,279 |
| Retail Component: | 1.6707% | $825,478 | $1,700,438 |
| Community Facility Component: | 3.6998% | $1,828,039 | $3,765,656 |
| Storage Component: | 0.0717% | $35,426 | $72,976 |
| Garage Component: | 2.9354% | $1,450,356 | $2,987,65 |

**Estimated Real Estate Taxes for the First Year of Condominium Operation – March 1, 2016 through February 28, 2017**

For the first year of condominium operation covering the period of March 1, 2016 through February 28, 2017, we project that the real estate taxes will be based on four (4) months of tax year 2015/16 and eight (8) months of tax year 2016/17. Thus for the first year of condominium operation the estimated real estate tax liability for the condominium will be as follows:

**Residential Component**

March 1, 2016 to June 30, 2016
(4 months of tax year 2015/16)
$45,269,831 x 13.181% / 12 x 4 = $1,989,005

July 1, 2016 to February 28, 2017
(8 months of tax year 2016/17)
$93,253,279 x 13.181% / 12 x 8 = $8,194,476
Residential component first year estimated real estate taxes = $10,183,481

**Retail Component**

March 1, 2016 to June 30, 2016
(4 months of tax year 2015/16)
$825,478 x 10.288% / 12 x 4 = $28,308

July 1, 2016 to February 28, 2017
(8 months of tax year 2016/17)
$1,700,438 x 10.288% / 12 x 8 = $116,627
Retail component first year estimated real estate taxes = $144,935

**Community Facility Component**

March 1, 2016 to June 30, 2016
(4 months of tax year 2015/16)
$1,828,039 x 10.288% / 12 x 4 = $62,689

July 1, 2016 to February 28, 2017
(8 months of tax year 2016/17)
$3,765,656 x 10.288% / 12 x 8 = $258,274
Community facility component first year estimated real estate taxes = $320,963

**Storage Component**

March 1, 2016 to June 30, 2016
(4 months of tax year 2015/16)
$35,426 x 10.288% / 12 x 4 = $1,215

July 1, 2016 to February 28, 2017
(8 months of tax year 2016/17)
$72,976 x 10.288% / 12 x 8 = $5,005
Storage component first year estimated real estate taxes = $6,220

**Garage Component**

March 1, 2016 to June 30, 2016
(4 months of tax year 2015/16)
$1,450,356 x 10.288% / 12 x 4 = $49,738

July 1, 2016 to February 28, 2017
(8 months of tax year 2016/17)
$2,987,650 x 10.288% / 12 x 8 = $204,913
Garage component first year estimated real estate taxes = $254,651

We note once again, that the first year of condominium operation is projected to fall within part of tax year 2015/16 prior to completion of the construction. Real estate taxes in the second year of condominium operation will be higher reflecting twelve (12) months of taxes to be assessed on an estimated fully completed building in operation for tax year 2016/17 based upon the projected completion date of March 2016.

**Estimated Real Estate Taxes for the Second Year of Condominium Operation – March 1, 2017 through February 28, 2018**

For the second year of condominium operation covering the period of March 1, 2017 through February 28, 2018 the estimated real estate tax liability for the condominium will be as follows:

**Residential Condominium Component**

Residential component second year estimated real estate taxes = $12,291,715

**Retail Condominium Component**

Retail component second year estimated real estate taxes = $174,941

**Community Facility Condominium Component**

Community facility component second year estimated real estate taxes = $387,411

**Storage Condominium Component**

Storage component second year estimated real estate taxes = $7,508

**Garage Condominium Component**

Garage component second year estimated real estate taxes = $307,369

This letter was prepared at the sponsor's request. Certain figures set forth herein are approximations derived from material submitted by the sponsor and are subject to variation. We have not passed upon the accuracy of any figures or estimates contained in the Plan, and offer no warranties of the amount of any tax liabilities for any period.

Prospective purchasers are advised that while there is a formula which has been utilized by the Real Property Assessment Department in assessing such properties in the past, it has not been employed consistently, and it is therefore not possible to estimate or determine the post-construction assessed valuation of this property with any degree of certainty. However, the estimates presented above are based upon current policies and practices of that department. All prospective purchasers are further advised that although the estimate of assessed valuation upon completion of construction is a good-faith estimate, such assessed valuation, when actually made, may be less or more than as estimated herein.

The opinions expressed above are based on our interpretation of the Real Property Tax Law, Administrative Code of the City of New York, and the applicable rules and regulations, policies and practices of the Department of Finance in effect as of the date hereof. While we believe our opinions are well founded, they are not intended, and should not be construed as representations or warranties. You should be aware that the laws, regulations and practices of the Department of Finance upon which this opinion is predicated may in the future be revised in a manner adverse to your interests, or that there may be an adverse interpretation of the law or regulations by one or more agencies of the City of New York, or Courts of competent jurisdiction.

MARCUS & POLLACK LLP



The foregoing analysis is based upon our experience with the Real Property Assessment Department and the Tax Commission of the City of New York, and their assessment policies regarding newly constructed or renovated properties held in condominium ownership. Application of a particular approach to valuation by an individual assessor may yield a different result. We assume no responsibility or liability for any variations in the taxes or assessed value for the estimates and projections made herein.

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

Very truly yours,

Marcus & Pollack LLP

Marcus & Pollack LLP

MP:tg

**SCHEDULE A**

**THE GREENWICH LANE**
**133-155 WEST 11TH STREET**
**140-160 WEST 12TH STREET**
**NEW YORK, NY**

**PURCHASE PRICES AND RELATED INFORMATION**

**PROJECTED COMMON CHARGES AND REAL ESTATE TAXES ARE FOR THE FIRST YEAR OF CONDOMINIUM OPERATION MARCH 1, 2016-FEBRUARY 28, 2017**

| | (1) UNIT | NO. BED-ROOMS | NO. BATHS | NO. HALF BATHS | (2) APPROX UNIT SQUARE FOOTAGE | (2) APPROX EXTERIOR SQUARE FOOTAGE | (3) PURCHASE PRICE | (4) RESIDENTIAL COMMON INTEREST | (4) COMMON INTEREST | (5) PROJECTED MONTHLY COMMON CHARGES | (5) PROJECTED ANNUAL COMMON CHARGES | (6) PROJECTED MONTHLY RE TAXES | (6) PROJECTED ANNUAL RE TAXES | (7) PROJECTED TOTAL MONTHLY CARRYING CHARGES | (8) ALLOCATION OF RESIDENT MANAGERS UNIT PURCHASE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Townhouses | 133 | 4 | 4 | 3 | 6574 | 1632 | $23,000,000 | 1.3644% | 1.2501% | $11,813.66 | $141,763.88 | $11,579 | $138,947 | $23,393 | $42,512.05 |
| Townhouses | 135 | 5 | 5 | 3 | 6998 | 1249 | $25,000,000 | 1.4286% | 1.3089% | $12,369.06 | $148,428.74 | $12,123 | $145,479 | $24,492 | $44,510.70 |
| Townhouses | 137 | 5 | 5 | 3 | 7051 | 1187 | $25,250,000 | 1.4359% | 1.3156% | $12,432.51 | $149,190.14 | $12,185 | $146,226 | $24,618 | $44,739.03 |
| Townhouses | 139 | 5 | 5 | 3 | 6979 | 1194 | $25,000,000 | 1.4222% | 1.3030% | $12,313.65 | $147,763.77 | $12,069 | $144,828 | $24,383 | $44,311.30 |
| Townhouses | 141 | 5 | 5 | 3 | 7357 | 1214 | $26,500,000 | 1.4970% | 1.3716% | $12,961.69 | $155,540.28 | $12,704 | $152,450 | $25,666 | $46,643.31 |
| 145 West 11th Street | 1 | 0 | 1 | 0 | 1092 | 602 | $3,770,000 | 0.2428% | 0.2225% | $2,102.33 | $25,227.96 | $2,061 | $24,727 | $4,163 | $7,565.34 |
| 145 West 11th Street | 2 | 5 | 5 | 1 | 5715 | 611 | $16,900,000 | 1.1524% | 1.0559% | $9,977.97 | $119,735.64 | $9,780 | $117,356 | $19,758 | $35,906.24 |
| 145 West 11th Street | 3 | 5 | 4 | 1 | 4529 | 83 | $15,500,000 | 0.8980% | 0.8228% | $7,775.23 | $93,302.80 | $7,621 | $91,449 | $15,396 | $27,979.58 |
| 145 West 11th Street | 4 | 5 | 4 | 1 | 4529 | 83 | $16,000,000 | 0.9025% | 0.8269% | $7,813.72 | $93,764.69 | $7,658 | $91,902 | $15,472 | $28,118.09 |
| 145 West 11th Street | 5 | 5 | 4 | 1 | 4513 | 83 | $16,750,000 | 0.9037% | 0.8280% | $7,824.60 | $93,895.22 | $7,669 | $92,030 | $15,494 | $28,157.23 |
| 145 West 11th Street | 6 | 5 | 4 | 1 | 4537 | 83 | $17,750,000 | 0.9130% | 0.8365% | $7,904.58 | $94,854.98 | $7,748 | $92,970 | $15,652 | $28,445.04 |
| 145 West 11th Street | 7 | 5 | 4 | 1 | 4537 | 83 | $18,250,000 | 0.9174% | 0.8405% | $7,943.14 | $95,317.68 | $7,785 | $93,424 | $15,728 | $28,583.80 |
| 145 West 11th Street | 8 | 5 | 4 | 1 | 4537 | 83 | $19,000,000 | 0.9219% | 0.8446% | $7,981.70 | $95,780.39 | $7,823 | $93,877 | $15,805 | $28,722.56 |
| 145 West 11th Street | PH | 3 | 3 | 2 | 4927 | 1522 | $25,000,000 | 1.0787% | 0.9883% | $9,339.59 | $112,075.09 | $9,154 | $109,848 | $18,494 | $33,609.00 |
| 155 West 11th Street | S1 | 0 | 1 | 0 | 628 | | $1,585,000 | 0.1227% | 0.1124% | $1,062.59 | $12,751.03 | $1,041 | $12,498 | $2,104 | $3,823.77 |
| 155 West 11th Street | S2 | 0 | 1 | 0 | 507 | | $1,280,000 | 0.0991% | 0.0908% | $857.85 | $10,294.23 | $841 | $10,090 | $1,699 | $3,087.03 |
| 155 West 11th Street | S3 | 0 | 1 | 0 | 500 | | $1,260,000 | 0.0977% | 0.0895% | $846.01 | $10,152.10 | $829 | $9,950 | $1,675 | $3,044.40 |
| 155 West 11th Street | S4 | 0 | 1 | 0 | 567 | | $1,430,000 | 0.1108% | 0.1015% | $959.37 | $11,512.48 | $940 | $11,284 | $1,900 | $3,452.35 |
| 155 West 11th Street | S5 | 0 | 1 | 0 | 556 | | $1,400,000 | 0.1087% | 0.0996% | $940.76 | $11,289.13 | $922 | $11,065 | $1,863 | $3,385.38 |
| 155 West 11th Street | S6 | 0 | 1 | 0 | 694 | | $1,750,000 | 0.1356% | 0.1243% | $1,174.26 | $14,091.11 | $1,151 | $13,811 | $2,325 | $4,225.63 |
| 155 West 11th Street | 2G | 4 | 3 | 1 | 2973 | | $7,285,000 | 0.5839% | 0.5350% | $5,055.52 | $60,666.19 | $4,955 | $59,461 | $10,011 | $18,192.53 |
| 155 West 11th Street | 2H | 2 | 2 | 1 | 1670 | | $4,550,000 | 0.3280% | 0.3005% | $2,839.80 | $34,077.54 | $2,783 | $33,400 | $5,623 | $10,219.15 |
| 155 West 11th Street | 2J | 1 | 1 | 1 | 1206 | | $2,950,000 | 0.2369% | 0.2170% | $2,050.77 | $24,609.29 | $2,010 | $24,120 | $4,061 | $7,379.82 |
| 155 West 11th Street | 2K | 3 | 3 | 1 | 2262 | | $6,150,000 | 0.4443% | 0.4070% | $3,846.48 | $46,157.73 | $3,770 | $45,241 | $7,617 | $13,841.75 |
| 155 West 11th Street | 2L | 1 | 1 | 0 | 758 | | $1,960,000 | 0.1489% | 0.1364% | $1,288.96 | $15,467.53 | $1,263 | $15,160 | $2,552 | $4,638.39 |
| 155 West 11th Street | 2M | 1 | 1 | 1 | 1031 | | $2,650,000 | 0.2025% | 0.1855% | $1,753.19 | $21,038.29 | $1,718 | $20,620 | $3,472 | $6,308.95 |
| 155 West 11th Street | 3G | 4 | 3 | 1 | 2909 | 68 | $7,565,000 | 0.5775% | 0.5291% | $5,000.35 | $60,004.17 | $4,901 | $58,812 | $9,901 | $17,994.01 |
| 155 West 11th Street | 3H | 2 | 2 | 1 | 1670 | | $4,700,000 | 0.3296% | 0.3020% | $2,853.92 | $34,247.08 | $2,797 | $33,567 | $5,651 | $10,269.99 |
| 155 West 11th Street | 3J | 1 | 1 | 1 | 1206 | | $3,025,000 | 0.2380% | 0.2181% | $2,060.98 | $24,731.73 | $2,020 | $24,240 | $4,081 | $7,416.53 |
| 155 West 11th Street | 3K | 3 | 3 | 1 | 2262 | | $6,425,000 | 0.4465% | 0.4091% | $3,865.61 | $46,387.37 | $3,789 | $45,466 | $7,654 | $13,910.61 |

The space designated in the column captioned "Approx Exterior Square Footage" consist of terraces, balconies, gardens, patios, or yards appurtenant to the applicable Unit as a Limited Residential Common Element This space may not be legally used as a bedroom or living room and to do so may result in the issuance of a building code violation for the Condominium

**SCHEDULE A**

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|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 155 West 11th Street | 3L | 1 | 1 | 0 | 758 | | $2,015,000 | 0.1496% | 0.1371% | $1,295.37 | $15,544.48 | $1,270 | $15,236 | $2,565 | $4,661.47 |
| 155 West 11th Street | 3M | 1 | 1 | 1 | 1031 | | $2,725,000 | 0.2035% | 0.1864% | $1,761.91 | $21,142.96 | $1,727 | $20,723 | $3,489 | $6,340.34 |
| 155 West 11th Street | 4G | 4 | 3 | 1 | 3251 | 68 | $8,700,000 | 0.6482% | 0.5939% | $5,612.45 | $67,349.42 | $5,501 | $66,011 | $11,113 | $20,196.70 |
| 155 West 11th Street | 4H | 2 | 2 | 1 | 1670 | | $4,800,000 | 0.3312% | 0.3035% | $2,868.05 | $34,416.62 | $2,811 | $33,733 | $5,679 | $10,320.83 |
| 155 West 11th Street | 4J | 1 | 1 | 1 | 1206 | | $3,075,000 | 0.2392% | 0.2192% | $2,071.18 | $24,854.16 | $2,030 | $24,360 | $4,101 | $7,453.25 |
| 155 West 11th Street | 4K | 3 | 3 | 1 | 2262 | | $6,625,000 | 0.4487% | 0.4111% | $3,884.75 | $46,617.01 | $3,808 | $45,691 | $7,692 | $13,979.48 |
| 155 West 11th Street | 4L | 1 | 1 | 0 | 758 | | $2,050,000 | 0.1504% | 0.1378% | $1,301.79 | $15,621.44 | $1,276 | $15,311 | $2,578 | $4,684.55 |
| 155 West 11th Street | 4M | 1 | 1 | 1 | 1031 | | $2,775,000 | 0.2045% | 0.1874% | $1,770.64 | $21,247.63 | $1,735 | $20,825 | $3,506 | $6,371.72 |
| 155 West 11th Street | 5G | 4 | 3 | 1 | 2909 | 68 | $8,750,000 | 0.5832% | 0.5344% | $5,049.86 | $60,598.27 | $4,950 | $59,394 | $9,999 | $18,172.17 |
| 155 West 11th Street | 5H | 2 | 2 | 1 | 1653 | | $5,025,000 | 0.3295% | 0.3019% | $2,852.84 | $34,234.09 | $2,796 | $33,554 | $5,649 | $10,266.09 |
| 155 West 11th Street | 5J | 1 | 1 | 1 | 1194 | | $3,175,000 | 0.2380% | 0.2181% | $2,060.67 | $24,728.07 | $2,020 | $24,237 | $4,080 | $7,415.44 |
| 155 West 11th Street | 5K | 3 | 3 | 1 | 2024 | 205 | $6,250,000 | 0.4137% | 0.3790% | $3,581.58 | $42,979.00 | $3,510 | $42,125 | $7,092 | $12,888.51 |
| 155 West 11th Street | 5L | 1 | 1 | 0 | 769 | | $2,110,000 | 0.1533% | 0.1404% | $1,327.18 | $15,926.20 | $1,301 | $15,610 | $2,628 | $4,775.94 |
| 155 West 11th Street | 5M | 1 | 1 | 1 | 1031 | | $2,875,000 | 0.2055% | 0.1883% | $1,779.36 | $21,352.30 | $1,744 | $20,928 | $3,523 | $6,403.11 |
| 155 West 11th Street | PH6 WEST | 5 | 5 | 1 | 3740 | 781 | $15,350,000 | 0.7883% | 0.7222% | $6,824.97 | $81,899.63 | $6,689 | $80,272 | $13,514 | $24,560.00 |
| 155 West 11th Street | PH6 EAST | 4 | 4 | 1 | 3153 | 1168 | $13,350,000 | 0.6901% | 0.6322% | $5,974.72 | $71,696.65 | $5,856 | $70,272 | $11,831 | $21,500.34 |
| 155 West 11th Street | PH7 WEST | 3 | 3 | 1 | 2516 | 945 | $11,050,000 | 0.5513% | 0.5051% | $4,773.27 | $57,279.27 | $4,678 | $56,141 | $9,452 | $17,176.87 |
| 155 West 11th Street | PH7 EAST | 3 | 3 | 1 | 2818 | 435 | $11,520,000 | 0.5862% | 0.5371% | $5,075.91 | $60,910.93 | $4,975 | $59,701 | $10,051 | $18,265.93 |
| 155 West 11th Street | 2B | 2 | 2 | 1 | 1755 | | $4,560,000 | 0.3447% | 0.3158% | $2,984.34 | $35,812.03 | $2,925 | $35,100 | $5,909 | $10,739.29 |
| 155 West 11th Street | 3B | 2 | 2 | 1 | 1670 | 68 | $4,480,000 | 0.3330% | 0.3051% | $2,882.98 | $34,595.71 | $2,826 | $33,908 | $5,709 | $10,374.54 |
| 155 West 11th Street | 4B | 2 | 2 | 1 | 1670 | 68 | $4,580,000 | 0.3346% | 0.3066% | $2,897.25 | $34,766.97 | $2,840 | $34,076 | $5,737 | $10,425.90 |
| 155 West 11th Street | 4C | 2 | 2 | 1 | 1934 | | $5,620,000 | 0.3836% | 0.3515% | $3,321.44 | $39,857.34 | $3,255 | $39,065 | $6,577 | $11,952.39 |
| 155 West 11th Street | 4D | 2 | 2 | 1 | 1871 | | $5,260,000 | 0.3711% | 0.3400% | $3,213.25 | $38,558.98 | $3,149 | $37,793 | $6,363 | $11,563.04 |
| 155 West 11th Street | 4E | 1 | 1 | 1 | 1367 | | $3,650,000 | 0.2711% | 0.2484% | $2,347.68 | $28,172.17 | $2,301 | $27,612 | $4,649 | $8,448.25 |
| 155 West 11th Street | 4F | 2 | 2 | 1 | 1941 | | $5,720,000 | 0.3850% | 0.3527% | $3,333.47 | $40,001.60 | $3,267 | $39,207 | $6,601 | $11,995.65 |
| 155 West 11th Street | 4A | 1 | 1 | 1 | 1662 | | $3,950,000 | 0.3297% | 0.3020% | $2,854.31 | $34,251.75 | $2,798 | $33,571 | $5,652 | $10,271.39 |
| 155 West 11th Street | 5B | 2 | 2 | 1 | 1670 | 68 | $4,700,000 | 0.3363% | 0.3081% | $2,911.52 | $34,938.24 | $2,854 | $34,244 | $5,765 | $10,477.25 |
| 155 West 11th Street | 5C | 2 | 2 | 1 | 2243 | | $6,780,000 | 0.4471% | 0.4096% | $3,871.10 | $46,453.15 | $3,794 | $45,530 | $7,665 | $13,930.34 |
| 155 West 11th Street | 5A | 4 | 4 | 1 | 4587 | 2809 | $18,000,000 | 1.0543% | 0.9660% | $9,128.49 | $109,541.84 | $8,947 | $107,365 | $18,076 | $32,849.33 |
| 155 West 11th Street | 6B | 3 | 3 | 1 | 2398 | 153 | $7,300,000 | 0.4880% | 0.4471% | $4,225.23 | $50,702.75 | $4,141 | $49,695 | $8,367 | $15,204.70 |
| 155 West 11th Street | 6C | 2 | 2 | 1 | 1938 | | $6,030,000 | 0.3882% | 0.3557% | $3,361.11 | $40,333.27 | $3,294 | $39,532 | $6,655 | $12,095.11 |
| 155 West 11th Street | 6D | 2 | 2 | 0 | 1515 | | $4,720,000 | 0.3035% | 0.2780% | $2,627.49 | $31,529.88 | $2,575 | $30,903 | $5,203 | $9,455.16 |
| 155 West 11th Street | 6A | 4 | 4 | 1 | 3674 | 44 | $14,000,000 | 0.7381% | 0.6763% | $6,390.96 | $76,691.48 | $6,264 | $75,168 | $12,655 | $22,998.19 |
| 155 West 11th Street | 7B | 3 | 3 | 1 | 2398 | 153 | $7,450,000 | 0.4904% | 0.4493% | $4,245.84 | $50,950.08 | $4,161 | $49,938 | $8,407 | $15,278.87 |
| 155 West 11th Street | 7C | 2 | 2 | 1 | 1938 | | $6,250,000 | 0.3901% | 0.3574% | $3,377.50 | $40,530.01 | $3,310 | $39,725 | $6,688 | $12,154.11 |
| 155 West 11th Street | 7D | 2 | 2 | 0 | 1515 | | $4,895,000 | 0.3049% | 0.2794% | $2,640.31 | $31,683.68 | $2,588 | $31,054 | $5,228 | $9,501.28 |
| 155 West 11th Street | 7A | 4 | 4 | 1 | 3687 | 44 | $14,500,000 | 0.7444% | 0.6820% | $6,444.79 | $77,337.46 | $6,317 | $75,801 | $12,762 | $23,191.90 |
| 155 West 11th Street | 8B | 3 | 3 | 1 | 2383 | 153 | $7,600,000 | 0.4897% | 0.4487% | $4,240.18 | $50,882.18 | $4,156 | $49,871 | $8,396 | $15,258.51 |
| 155 West 11th Street | 8C | 2 | 2 | 1 | 1938 | | $6,370,000 | 0.3920% | 0.3591% | $3,393.90 | $40,726.76 | $3,326 | $39,918 | $6,720 | $12,213.11 |
| 155 West 11th Street | 8D | 2 | 2 | 0 | 1515 | | $4,995,000 | 0.3064% | 0.2808% | $2,653.12 | $31,837.48 | $2,600 | $31,205 | $5,254 | $9,547.40 |
| 155 West 11th Street | 8A | 3 | 3 | 1 | 3965 | 1264 | $18,000,000 | 0.8659% | 0.7933% | $7,497.04 | $89,964.53 | $7,348 | $88,177 | $14,845 | $26,978.50 |
| 155 West 11th Street | 9B | 3 | 3 | 1 | 2398 | 153 | $7,850,000 | 0.4951% | 0.4537% | $4,287.06 | $51,444.74 | $4,202 | $50,423 | $8,489 | $15,427.21 |
| 155 West 11th Street | 9C | 2 | 2 | 1 | 1938 | | $6,590,000 | 0.3939% | 0.3609% | $3,410.29 | $40,923.51 | $3,343 | $40,110 | $6,753 | $12,272.11 |
| 155 West 11th Street | 9D | 2 | 2 | 0 | 1515 | | $5,195,000 | 0.3079% | 0.2821% | $2,665.94 | $31,991.29 | $2,613 | $31,356 | $5,279 | $9,593.52 |
| 155 West 11th Street | 9A | 4 | 4 | 1 | 3951 | 44 | $16,525,000 | 0.8052% | 0.7378% | $6,971.92 | $83,663.03 | $6,833 | $82,001 | $13,805 | $25,088.81 |
| 155 West 11th Street | 10B | 3 | 3 | 1 | 2398 | 153 | $8,200,000 | 0.4975% | 0.4558% | $4,307.67 | $51,692.07 | $4,222 | $50,665 | $8,530 | $15,501.38 |
| 155 West 11th Street | 10C | 2 | 2 | 1 | 1938 | | $6,710,000 | 0.3958% | 0.3626% | $3,426.69 | $41,120.26 | $3,359 | $40,303 | $6,785 | $12,331.11 |
| 155 West 11th Street | 10D | 2 | 2 | 0 | 1515 | | $5,295,000 | 0.3094% | 0.2835% | $2,678.76 | $32,145.09 | $2,626 | $31,506 | $5,304 | $9,639.65 |
| 155 West 11th Street | 10A | 4 | 4 | 1 | 3951 | 44 | $17,025,000 | 0.8091% | 0.7413% | $7,005.44 | $84,065.25 | $6,866 | $82,395 | $13,872 | $25,209.43 |

The space designated in the column captioned "Approx Exterior Square Footage" consist of terraces, balconies, gardens, patios, or yards appurtenant to the applicable Unit as a Limited Residential Common Element This space may not be legally used as a bedroom or living room and to do so may result in the issuance of a building code violation for the Condominium

**SCHEDULE A**

**THE GREENWICH LANE**
**133-155 WEST 11TH STREET**
**140-160 WEST 12TH STREET**
**NEW YORK, NY**

**PURCHASE PRICES AND RELATED INFORMATION**

**PROJECTED COMMON CHARGES AND REAL ESTATE TAXES ARE FOR THE FIRST YEAR OF CONDOMINIUM OPERATION MARCH 1, 2016-FEBRUARY 28, 2017**

| | (1) UNIT | NO. BED-ROOMS | NO. BATHS | NO. HALF BATHS | (2) APPROX UNIT SQUARE FOOTAGE | (2) APPROX EXTERIOR SQUARE FOOTAGE | (3) PURCHASE PRICE | (4) RESIDENTIAL COMMON INTEREST | (4) COMMON INTEREST | (5) PROJECTED MONTHLY COMMON CHARGES | (5) PROJECTED ANNUAL COMMON CHARGES | (6) PROJECTED MONTHLY RE TAXES | (6) PROJECTED ANNUAL RE TAXES | (7) PROJECTED TOTAL MONTHLY CARRYING CHARGES | (8) ALLOCATION OF RESIDENT MANAGERS UNIT PURCHASE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 155 West 11th Street | 11B | 3 | 3 | 1 | 2398 | 153 | $8,350,000 | 0.4999% | 0.4580% | $4,328.28 | $51,939.40 | $4,242 | $50,907 | $8,571 | $15,575.55 |
| 155 West 11th Street | 11C | 2 | 2 | 1 | 1938 | | $6,830,000 | 0.3977% | 0.3643% | $3,443.08 | $41,317.00 | $3,375 | $40,496 | $6,818 | $12,390.11 |
| 155 West 11th Street | 11D | 2 | 2 | 0 | 1515 | | $5,395,000 | 0.3109% | 0.2848% | $2,691.57 | $32,298.90 | $2,638 | $31,657 | $5,330 | $9,685.77 |
| 155 West 11th Street | 11A | 4 | 4 | 1 | 3951 | 44 | $17,525,000 | 0.8130% | 0.7449% | $7,038.96 | $84,467.48 | $6,899 | $82,789 | $13,938 | $25,330.05 |
| 155 West 11th Street | 12B | 2 | 2 | 1 | 2203 | 372 | $7,675,000 | 0.4734% | 0.4337% | $4,098.54 | $49,182.44 | $4,017 | $48,205 | $8,116 | $14,748.80 |
| 155 West 11th Street | 12C | 2 | 2 | 1 | 1777 | | $6,420,000 | 0.3664% | 0.3357% | $3,172.08 | $38,064.98 | $3,109 | $37,309 | $6,281 | $11,414.90 |
| 155 West 11th Street | 12D | 2 | 2 | 0 | 1505 | | $5,495,000 | 0.3103% | 0.2843% | $2,686.54 | $32,238.49 | $2,633 | $31,598 | $5,320 | $9,667.66 |
| 155 West 11th Street | 12A | 4 | 4 | 1 | 3949 | 44 | $18,225,000 | 0.8164% | 0.7480% | $7,068.91 | $84,826.86 | $6,928 | $83,141 | $13,997 | $25,437.82 |
| 155 West 11th Street | 14B | 3 | 3 | 1 | 2547 | 153 | $9,250,000 | 0.5355% | 0.4907% | $4,636.74 | $55,640.90 | $4,545 | $54,535 | $9,181 | $16,685.55 |
| 155 West 11th Street | 14C | 2 | 2 | 1 | 1850 | | $6,860,000 | 0.3832% | 0.3511% | $3,318.04 | $39,816.52 | $3,252 | $39,025 | $6,570 | $11,940.15 |
| 155 West 11th Street | 14D | 2 | 2 | 0 | 1515 | | $5,720,000 | 0.3138% | 0.2875% | $2,717.21 | $32,606.51 | $2,663 | $31,959 | $5,380 | $9,778.02 |
| 155 West 11th Street | 14A | 4 | 4 | 1 | 3951 | 44 | $19,500,000 | 0.8207% | 0.7520% | $7,105.99 | $85,271.93 | $6,965 | $83,578 | $14,071 | $25,571.29 |
| 155 West 11th Street | PH EAST | 3 | 3 | 1 | 3486 | 355 | $17,750,000 | 0.7440% | 0.6817% | $6,441.69 | $77,300.28 | $6,314 | $75,764 | $12,755 | $23,180.75 |
| 155 West 11th Street | 15C | 2 | 2 | 1 | 2078 | | $8,090,000 | 0.4325% | 0.3963% | $3,744.55 | $44,934.60 | $3,670 | $44,042 | $7,415 | $13,474.96 |
| 155 West 11th Street | PH WEST | 3 | 3 | 1 | 4442 | 1086 | $29,000,000 | 0.9810% | 0.8988% | $8,493.71 | $101,924.57 | $8,325 | $99,899 | $16,819 | $30,565.07 |
| 155 West 11th Street | PH NORTH | 2 | 2 | 1 | 2295 | 1777 | $12,550,000 | 0.5728% | 0.5248% | $4,959.30 | $59,511.54 | $4,861 | $58,329 | $9,820 | $17,846.28 |
| 155 West 11th Street | PH SOUTH | 4 | 4 | 2 | 5587 | 1646 | $45,000,000 | 1.2543% | 1.1492% | $10,860.03 | $130,320.34 | $10,644 | $127,731 | $21,504 | $39,080.37 |
| 160 West 12th Street | *RM | 3 | 2 | 0 | 1287 | | $3,010,000 | 0.2515% | 0.2304% | $0.00 | $0.00 | $2,134 | $25,612 | $2,134 | $0.00 |
| 160 West 12th Street | 21 | 2 | 2 | 1 | 1565 | | $3,870,000 | 0.3074% | 0.2816% | $2,661.25 | $31,934.94 | $2,608 | $31,300 | $5,270 | $9,576.63 |
| 160 West 12th Street | 22 | 1 | 1 | 0 | 948 | | $2,260,000 | 0.1862% | 0.1706% | $1,612.05 | $19,344.62 | $1,580 | $18,960 | $3,192 | $5,801.05 |
| 160 West 12th Street | 23 | 1 | 1 | 1 | 1186 | 140 | $3,030,000 | 0.2398% | 0.2197% | $2,076.28 | $24,915.38 | $2,035 | $24,420 | $4,111 | $7,471.61 |
| 160 West 12th Street | 24 | 2 | 2 | 0 | 1534 | | $3,750,000 | 0.3013% | 0.2760% | $2,608.53 | $31,302.37 | $2,557 | $30,680 | $5,165 | $9,386.93 |
| 160 West 12th Street | 25 | 1 | 1 | 0 | 909 | | $2,120,000 | 0.1785% | 0.1636% | $1,545.73 | $18,548.80 | $1,515 | $18,180 | $3,061 | $5,562.40 |
| 160 West 12th Street | 26 | 2 | 2 | 0 | 1596 | | $3,810,000 | 0.3135% | 0.2872% | $2,713.96 | $32,567.52 | $2,660 | $31,920 | $5,374 | $9,766.33 |
| 160 West 12th Street | 27 | 2 | 2 | 1 | 1748 | | $4,210,000 | 0.3433% | 0.3145% | $2,972.43 | $35,669.19 | $2,913 | $34,960 | $5,886 | $10,696.45 |
| 160 West 12th Street | 28 | 3 | 3 | 1 | 2472 | | $6,250,000 | 0.4855% | 0.4448% | $4,203.58 | $50,442.93 | $4,120 | $49,441 | $8,324 | $15,126.79 |
| 160 West 12th Street | 31 | 2 | 2 | 1 | 1565 | | $3,945,000 | 0.3089% | 0.2830% | $2,674.49 | $32,093.82 | $2,621 | $31,456 | $5,296 | $9,624.27 |
| 160 West 12th Street | 32 | 1 | 1 | 0 | 943 | | $2,315,000 | 0.1861% | 0.1705% | $1,611.53 | $19,338.32 | $1,580 | $18,954 | $3,191 | $5,799.16 |
| 160 West 12th Street | 34 | 4 | 4 | 1 | 2818 | 140 | $7,570,000 | 0.5631% | 0.5159% | $4,875.60 | $58,507.14 | $4,779 | $57,345 | $9,654 | $17,545.08 |
| 160 West 12th Street | 35 | 1 | 1 | 0 | 892 | | $2,120,000 | 0.1761% | 0.1613% | $1,524.37 | $18,292.45 | $1,494 | $17,929 | $3,018 | $5,485.53 |
| 160 West 12th Street | 36 | 2 | 2 | 0 | 1583 | | $3,915,000 | 0.3124% | 0.2863% | $2,705.25 | $32,462.95 | $2,651 | $31,818 | $5,357 | $9,734.97 |
| 160 West 12th Street | 37 | 2 | 2 | 1 | 1737 | | $4,315,000 | 0.3428% | 0.3141% | $2,968.42 | $35,621.07 | $2,909 | $34,913 | $5,878 | $10,682.02 |
| 160 West 12th Street | 38 | 3 | 3 | 1 | 2450 | | $6,500,000 | 0.4836% | 0.4431% | $4,186.89 | $50,242.73 | $4,104 | $49,244 | $8,291 | $15,066.75 |
| 160 West 12th Street | 41 | 2 | 2 | 1 | 1565 | | $3,995,000 | 0.3104% | 0.2844% | $2,687.73 | $32,252.70 | $2,634 | $31,612 | $5,322 | $9,671.92 |
| 160 West 12th Street | 42 | 1 | 1 | 0 | 943 | | $2,345,000 | 0.1870% | 0.1714% | $1,619.50 | $19,434.06 | $1,587 | $19,048 | $3,207 | $5,827.87 |
| 160 West 12th Street | 44 | 4 | 4 | 1 | 2818 | 140 | $7,770,000 | 0.5659% | 0.5185% | $4,899.73 | $58,796.78 | $4,802 | $57,628 | $9,702 | $17,631.94 |
| 160 West 12th Street | 45 | 1 | 1 | 0 | 892 | | $2,170,000 | 0.1769% | 0.1621% | $1,531.92 | $18,383.01 | $1,501 | $18,018 | $3,033 | $5,512.68 |
| 160 West 12th Street | 46 | 2 | 2 | 0 | 1583 | | $3,980,000 | 0.3140% | 0.2877% | $2,718.64 | $32,623.66 | $2,665 | $31,975 | $5,383 | $9,783.16 |
| 160 West 12th Street | 47 | 2 | 2 | 1 | 1737 | | $4,380,000 | 0.3445% | 0.3157% | $2,983.12 | $35,797.41 | $2,924 | $35,086 | $5,907 | $10,734.90 |
| 160 West 12th Street | 48 | 3 | 3 | 1 | 2450 | | $6,650,000 | 0.4860% | 0.4453% | $4,207.62 | $50,491.45 | $4,124 | $49,488 | $8,332 | $15,141.34 |
| 160 West 12th Street | 51 | 2 | 2 | 1 | 1565 | | $4,045,000 | 0.3120% | 0.2858% | $2,700.97 | $32,411.59 | $2,647 | $31,768 | $5,348 | $9,719.56 |
| 160 West 12th Street | 52 | 1 | 1 | 0 | 943 | | $2,375,000 | 0.1880% | 0.1722% | $1,627.48 | $19,529.79 | $1,595 | $19,142 | $3,223 | $5,856.58 |
| 160 West 12th Street | 54 | 4 | 4 | 1 | 2818 | 153 | $7,970,000 | 0.5693% | 0.5216% | $4,929.48 | $59,153.73 | $4,832 | $57,978 | $9,761 | $17,738.98 |
| 160 West 12th Street | 55 | 1 | 1 | 0 | 892 | | $2,220,000 | 0.1778% | 0.1629% | $1,539.46 | $18,473.57 | $1,509 | $18,106 | $3,048 | $5,539.84 |
| 160 West 12th Street | 56 | 2 | 2 | 0 | 1583 | | $4,045,000 | 0.3155% | 0.2891% | $2,732.03 | $32,784.37 | $2,678 | $32,133 | $5,410 | $9,831.35 |
| 160 West 12th Street | 57 | 2 | 2 | 1 | 1737 | | $4,445,000 | 0.3462% | 0.3172% | $2,997.81 | $35,973.75 | $2,938 | $35,259 | $5,936 | $10,787.78 |
| 160 West 12th Street | 58 | 3 | 3 | 1 | 2450 | | $6,800,000 | 0.4884% | 0.4474% | $4,228.35 | $50,740.18 | $4,144 | $49,732 | $8,373 | $15,215.93 |
| 160 West 12th Street | 61 | 2 | 2 | 1 | 1565 | | $4,145,000 | 0.3135% | 0.2872% | $2,714.21 | $32,570.47 | $2,660 | $31,923 | $5,374 | $9,767.21 |

The space designated in the column captioned "Approx Exterior Square Footage" consist of terraces, balconies, gardens, patios, or yards appurtenant to the applicable Unit as a Limited Residential Common Element This space may not be legally used as a bedroom or living room and to do so may result in the issuance of a building code violation for the Condominium

**SCHEDULE A**

**THE GREENWICH LANE**
**133-155 WEST 11TH STREET**
**140-160 WEST 12TH STREET**
**NEW YORK, NY**

**PURCHASE PRICES AND RELATED INFORMATION**

**PROJECTED COMMON CHARGES AND REAL ESTATE TAXES ARE FOR**
**THE FIRST YEAR OF CONDOMINIUM OPERATION MARCH 1, 2016-FEBRUARY 28, 2017**

| | (1) UNIT | NO. BED-ROOMS | NO. BATHS | NO. HALF BATHS | (2) APPROX UNIT SQUARE FOOTAGE | (2) APPROX EXTERIOR SQUARE FOOTAGE | (3) PURCHASE PRICE | (4) RESIDENTIAL COMMON INTEREST | (4) COMMON INTEREST | (5) PROJECTED MONTHLY COMMON CHARGES | (5) PROJECTED ANNUAL COMMON CHARGES | (6) PROJECTED MONTHLY RE TAXES | (6) PROJECTED ANNUAL RE TAXES | (7) PROJECTED TOTAL MONTHLY CARRYING CHARGES | (8) ALLOCATION OF RESIDENT MANAGERS UNIT PURCHASE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 160 West 12th Street | 62 | 1 | 1 | 0 | 943 | | $2,440,000 | 0.1889% | 0.1731% | $1,635.46 | $19,625.53 | $1,603 | $19,236 | $3,238 | $5,885.29 |
| 160 West 12th Street | 64 | 4 | 4 | 1 | 2818 | 153 | $8,370,000 | 0.5721% | 0.5242% | $4,953.64 | $59,443.70 | $4,855 | $58,263 | $9,809 | $17,825.93 |
| 160 West 12th Street | 65 | 1 | 1 | 0 | 892 | | $2,300,000 | 0.1787% | 0.1637% | $1,547.01 | $18,564.12 | $1,516 | $18,195 | $3,063 | $5,567.00 |
| 160 West 12th Street | 66 | 2 | 2 | 0 | 1583 | | $4,160,000 | 0.3171% | 0.2905% | $2,745.42 | $32,945.08 | $2,691 | $32,290 | $5,436 | $9,879.55 |
| 160 West 12th Street | 67 | 2 | 2 | 1 | 1737 | | $4,560,000 | 0.3479% | 0.3188% | $3,012.51 | $36,150.09 | $2,953 | $35,432 | $5,965 | $10,840.66 |
| 160 West 12th Street | 68 | 3 | 3 | 1 | 2450 | | $6,950,000 | 0.4908% | 0.4496% | $4,249.08 | $50,988.91 | $4,165 | $49,976 | $8,414 | $15,290.52 |
| 160 West 12th Street | 72 | 2 | 2 | 1 | 2040 | | $5,740,000 | 0.4106% | 0.3762% | $3,555.26 | $42,663.17 | $3,485 | $41,815 | $7,040 | $12,793.80 |
| 160 West 12th Street | 74 | 3 | 3 | 1 | 2944 | 586 | $9,180,000 | 0.6221% | 0.5700% | $5,386.05 | $64,632.62 | $5,279 | $63,348 | $10,665 | $19,381.98 |
| 160 West 12th Street | 75 | 1 | 1 | 1 | 1156 | 327 | $3,500,000 | 0.2491% | 0.2283% | $2,157.12 | $25,885.46 | $2,114 | $25,371 | $4,271 | $7,762.51 |
| 160 West 12th Street | 76 | 3 | 3 | 1 | 2522 | 159 | $7,220,000 | 0.5156% | 0.4724% | $4,464.56 | $53,574.70 | $4,376 | $52,510 | $8,840 | $16,065.94 |
| 160 West 12th Street | 78 | 3 | 3 | 1 | 2449 | | $7,200,000 | 0.4929% | 0.4516% | $4,268.06 | $51,216.72 | $4,183 | $50,199 | $8,451 | $15,358.83 |
| 160 West 12th Street | 82 | 2 | 2 | 1 | 2038 | | $5,840,000 | 0.4122% | 0.3777% | $3,569.02 | $42,828.25 | $3,498 | $41,977 | $7,067 | $12,843.30 |
| 160 West 12th Street | 84 | 3 | 3 | 1 | 2946 | 153 | $9,090,000 | 0.6036% | 0.5530% | $5,226.13 | $62,713.54 | $5,122 | $61,467 | $10,348 | $18,806.49 |
| 160 West 12th Street | 85 | 1 | 1 | 1 | 1166 | | $3,450,000 | 0.2358% | 0.2161% | $2,041.94 | $24,503.30 | $2,001 | $24,016 | $4,043 | $7,348.03 |
| 160 West 12th Street | 86 | 3 | 3 | 1 | 2524 | | $7,250,000 | 0.5105% | 0.4677% | $4,420.12 | $53,041.46 | $4,332 | $51,988 | $8,752 | $15,906.04 |
| 160 West 12th Street | 88 | 3 | 3 | 1 | 2452 | | $7,350,000 | 0.4959% | 0.4544% | $4,294.03 | $51,528.39 | $4,209 | $50,505 | $8,503 | $15,452.30 |
| 160 West 12th Street | 92 | 2 | 2 | 1 | 2028 | | $5,990,000 | 0.4122% | 0.3776% | $3,568.67 | $42,823.98 | $3,498 | $41,973 | $7,066 | $12,842.03 |
| 160 West 12th Street | 94 | 4 | 4 | 1 | 3319 | 446 | $10,800,000 | 0.6972% | 0.6388% | $6,036.64 | $72,439.68 | $5,917 | $71,000 | $11,953 | $21,723.16 |
| 160 West 12th Street | 96 | 3 | 3 | 1 | 2847 | 221 | $8,400,000 | 0.5898% | 0.5404% | $5,107.08 | $61,284.96 | $5,006 | $60,067 | $10,113 | $18,378.09 |
| 160 West 12th Street | 98 | 3 | 3 | 1 | 2452 | | $7,600,000 | 0.4983% | 0.4566% | $4,314.78 | $51,777.32 | $4,229 | $50,748 | $8,544 | $15,526.95 |
| 160 West 12th Street | 102 | 1 | 2 | 0 | 1449 | 589 | $4,775,000 | 0.3260% | 0.2987% | $2,822.42 | $33,869.05 | $2,766 | $33,196 | $5,589 | $10,156.63 |
| 160 West 12th Street | 104 | 3 | 3 | 1 | 2904 | 552 | $9,780,000 | 0.6212% | 0.5692% | $5,378.73 | $64,544.80 | $5,272 | $63,262 | $10,651 | $19,355.65 |
| 160 West 12th Street | 106 | 3 | 3 | 1 | 2844 | | $8,200,000 | 0.5808% | 0.5321% | $5,028.64 | $60,343.66 | $4,929 | $59,145 | $9,957 | $18,095.81 |
| 160 West 12th Street | 108 | 3 | 3 | 1 | 2455 | | $7,850,000 | 0.5013% | 0.4593% | $4,340.83 | $52,089.90 | $4,255 | $51,055 | $8,595 | $15,620.68 |
| 160 West 12th Street | PHA | 4 | 4 | 1 | 5091 | 3705 | $33,000,000 | 1.2406% | 1.1366% | $10,741.26 | $128,895.06 | $10,528 | $126,334 | $21,269 | $38,652.96 |
| 160 West 12th Street | PH3 | 3 | 4 | 1 | 3508 | 1674 | $17,450,000 | 0.8057% | 0.7382% | $6,975.89 | $83,710.64 | $6,837 | $82,047 | $13,813 | $25,103.09 |
| 160 West 12th Street | PH2 | 3 | 3 | 1 | 3905 | 1083 | $16,350,000 | 0.8568% | 0.7851% | $7,418.71 | $89,024.50 | $7,271 | $87,256 | $14,690 | $26,696.60 |
| 150 West 12th Street | M-4 | 5 | 5 | 1 | 6299 | 986 | $15,770,000 | 1.2791% | 1.1720% | $11,075.09 | $132,901.10 | $10,855 | $130,260 | $21,930 | $39,854.29 |
| 150 West 12th Street | M-6 | 2 | 2 | 1 | 2425 | 386 | $5,800,000 | 0.4929% | 0.4520% | $4,266.42 | $51,197.03 | $4,183 | $50,194 | $8,449 | $15,352.93 |
| 150 West 12th Street | M-5 | 5 | 5 | 1 | 5714 | 592 | $14,050,000 | 1.1456% | 1.0496% | $9,918.60 | $119,023.19 | $9,722 | $116,658 | $19,640 | $35,692.59 |
| 150 West 12th Street | 3 East | 5 | 5 | 1 | 4187 | 732 | $12,450,000 | 0.8583% | 0.7864% | $7,431.08 | $89,172.98 | $7,283 | $87,401 | $14,715 | $26,741.13 |
| 150 West 12th Street | 3 West | 5 | 5 | 1 | 4206 | 732 | $11,850,000 | 0.8620% | 0.7898% | $7,463.39 | $89,560.68 | $7,315 | $87,781 | $14,778 | $26,857.39 |
| 150 West 12th Street | 4 East | 1 | 1 | 1 | 1451 | 255 | $4,150,000 | 0.2990% | 0.2739% | $2,588.61 | $31,063.34 | $2,537 | $30,446 | $5,126 | $9,315.25 |
| 150 West 12th Street | 4 West | 1 | 1 | 1 | 1465 | 255 | $3,850,000 | 0.3017% | 0.2765% | $2,612.54 | $31,350.44 | $2,561 | $30,727 | $5,173 | $9,401.35 |
| 150 West 12th Street | 5 East | 2 | 2 | 1 | 2065 | 435 | $6,400,000 | 0.4312% | 0.3950% | $3,733.19 | $44,798.29 | $3,659 | $43,908 | $7,392 | $13,434.08 |
| 150 West 12th Street | 5 West | 2 | 2 | 1 | 2079 | 435 | $6,235,000 | 0.4339% | 0.3976% | $3,757.23 | $45,086.81 | $3,683 | $44,191 | $7,440 | $13,520.60 |
| 150 West 12th Street | 6 East | 2 | 2 | 1 | 2065 | | $5,750,000 | 0.4116% | 0.3771% | $3,563.89 | $42,766.72 | $3,493 | $41,917 | $7,057 | $12,824.85 |
| 150 West 12th Street | 6 West | 2 | 2 | 1 | 2079 | | $5,600,000 | 0.4144% | 0.3797% | $3,588.06 | $43,056.67 | $3,517 | $42,201 | $7,105 | $12,911.80 |
| 150 West 12th Street | 7 East | 2 | 2 | 1 | 2065 | | $5,950,000 | 0.4136% | 0.3790% | $3,581.36 | $42,976.37 | $3,510 | $42,122 | $7,092 | $12,887.72 |
| 150 West 12th Street | 7 West | 2 | 2 | 1 | 2079 | | $5,700,000 | 0.4164% | 0.3816% | $3,605.64 | $43,267.73 | $3,534 | $42,408 | $7,140 | $12,975.10 |
| 150 West 12th Street | 8 East | 2 | 2 | 1 | 2065 | | $6,125,000 | 0.4157% | 0.3808% | $3,598.83 | $43,186.01 | $3,527 | $42,328 | $7,126 | $12,950.59 |
| 150 West 12th Street | 8 West | 2 | 2 | 1 | 2079 | | $5,800,000 | 0.4185% | 0.3834% | $3,623.23 | $43,478.79 | $3,551 | $42,615 | $7,174 | $13,038.39 |
| 150 West 12th Street | 9 East | 2 | 2 | 1 | 2065 | | $6,235,000 | 0.4177% | 0.3827% | $3,616.30 | $43,395.65 | $3,544 | $42,533 | $7,161 | $13,013.46 |
| 150 West 12th Street | 9 West | 2 | 2 | 1 | 2079 | | $5,910,000 | 0.4205% | 0.3853% | $3,640.82 | $43,689.85 | $3,568 | $42,822 | $7,209 | $13,101.68 |
| 150 West 12th Street | 10 East | 2 | 2 | 1 | 2065 | | $6,355,000 | 0.4197% | 0.3845% | $3,633.77 | $43,605.29 | $3,562 | $42,739 | $7,195 | $13,076.32 |
| 150 West 12th Street | 10 West | 2 | 2 | 1 | 2079 | | $6,180,000 | 0.4225% | 0.3871% | $3,658.41 | $43,900.92 | $3,586 | $43,029 | $7,244 | $13,164.98 |
| 150 West 12th Street | 11 East | 2 | 2 | 1 | 2065 | | $6,485,000 | 0.4217% | 0.3864% | $3,651.24 | $43,814.93 | $3,579 | $42,944 | $7,230 | $13,139.19 |
| 150 West 12th Street | 11 West | 2 | 2 | 1 | 2079 | | $6,310,000 | 0.4246% | 0.3890% | $3,676.00 | $44,111.98 | $3,603 | $43,235 | $7,279 | $13,228.27 |
| 150 West 12th Street | 12 East | 2 | 2 | 1 | 2065 | | $6,700,000 | 0.4237% | 0.3882% | $3,668.71 | $44,024.57 | $3,596 | $43,150 | $7,265 | $13,202.06 |
| 150 West 12th Street | 12 West | 2 | 2 | 1 | 2079 | | $6,550,000 | 0.4266% | 0.3909% | $3,693.59 | $44,323.04 | $3,620 | $43,442 | $7,314 | $13,291.56 |
| 150 West 12th Street | PH1 | 3 | 3 | 1 | 4636 | 799 | $18,750,000 | 0.9970% | 0.9135% | $8,632.19 | $103,586.24 | $8,461 | $101,528 | $17,093 | $31,063.37 |

The space designated in the column captioned "Approx Exterior Square Footage" consist of terraces, balconies, gardens, patios, or yards appurtenant to the applicable Unit as a Limited Residential Common Element This space may not be legally used as a bedroom or living room and to do so may result in the issuance of a building code violation for the Condominium

**SCHEDULE A**

**THE GREENWICH LANE**
**133-155 WEST 11TH STREET**
**140-160 WEST 12TH STREET**
**NEW YORK, NY**

**PURCHASE PRICES AND RELATED INFORMATION**

**PROJECTED COMMON CHARGES AND REAL ESTATE TAXES ARE FOR**
**THE FIRST YEAR OF CONDOMINIUM OPERATION MARCH 1, 2016-FEBRUARY 28, 2017**

| | (1) UNIT | NO. BED-ROOMS | NO. BATHS | NO. HALF BATHS | (2) APPROX UNIT SQUARE FOOTAGE | (2) APPROX EXTERIOR SQUARE FOOTAGE | (3) PURCHASE PRICE | (4) RESIDENTIAL COMMON INTEREST | (4) COMMON INTEREST | (5) PROJECTED MONTHLY COMMON CHARGES | (5) PROJECTED ANNUAL COMMON CHARGES | (6) PROJECTED MONTHLY RE TAXES | (6) PROJECTED ANNUAL RE TAXES | (7) PROJECTED TOTAL MONTHLY CARRYING CHARGES | (8) ALLOCATION OF RESIDENT MANAGERS UNIT PURCHASE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 140 West 12th Street | M-1 | 2 | 2 | 1 | 2408 | | $5,330,000 | 0.4706% | 0.4312% | $4,074.37 | $48,892.50 | $3,993 | $47,921 | $8,068 | $14,661.85 |
| 140 West 12th Street | M-2 | 4 | 4 | 1 | 3926 | 509 | $9,830,000 | 0.7921% | 0.7257% | $6,858.16 | $82,297.98 | $6,722 | $80,663 | $13,580 | $24,679.46 |
| 140 West 12th Street | M-3 | 4 | 4 | 1 | 3439 | 763 | $9,500,000 | 0.7093% | 0.6499% | $6,141.60 | $73,699.15 | $6,020 | $72,235 | $12,161 | $22,100.85 |
| 140 West 12th Street | 201 | 1 | 1 | 1 | 1073 | | $2,590,000 | 0.2107% | 0.1931% | $1,824.61 | $21,895.33 | $1,788 | $21,460 | $3,613 | $6,565.96 |
| 140 West 12th Street | 200 | 3 | 3 | 1 | 2370 | 369 | $6,250,000 | 0.4836% | 0.4431% | $4,187.00 | $50,243.97 | $4,104 | $49,246 | $8,291 | $15,067.13 |
| 140 West 12th Street | 302 | 4 | 4 | 1 | 3088 | | $8,210,000 | 0.6095% | 0.5584% | $5,277.20 | $63,326.35 | $5,172 | $62,068 | $10,450 | $18,990.26 |
| 140 West 12th Street | 301 | 2 | 2 | 1 | 1671 | | $4,260,000 | 0.3298% | 0.3022% | $2,855.63 | $34,267.59 | $2,799 | $33,587 | $5,655 | $10,276.14 |
| 140 West 12th Street | 300 | 3 | 3 | 1 | 2386 | 109 | $6,270,000 | 0.4763% | 0.4364% | $4,124.09 | $49,489.09 | $4,042 | $48,506 | $8,166 | $14,840.75 |
| 140 West 12th Street | 303 | 3 | 2 | 1 | 1653 | | $4,650,000 | 0.3263% | 0.2989% | $2,824.87 | $33,898.46 | $2,769 | $33,225 | $5,594 | $10,165.45 |
| 140 West 12th Street | 402 | 4 | 4 | 1 | 3088 | | $8,460,000 | 0.6125% | 0.5612% | $5,303.32 | $63,639.84 | $5,198 | $62,375 | $10,501 | $19,084.27 |
| 140 West 12th Street | 401 | 2 | 2 | 1 | 1671 | | $4,360,000 | 0.3314% | 0.3037% | $2,869.77 | $34,437.23 | $2,813 | $33,753 | $5,683 | $10,327.01 |
| 140 West 12th Street | 400 | 3 | 3 | 1 | 2386 | 109 | $6,470,000 | 0.4787% | 0.4386% | $4,144.51 | $49,734.08 | $4,062 | $48,746 | $8,207 | $14,914.22 |
| 140 West 12th Street | 403 | 3 | 2 | 1 | 1653 | | $4,770,000 | 0.3279% | 0.3004% | $2,838.86 | $34,066.28 | $2,782 | $33,389 | $5,621 | $10,215.77 |
| 140 West 12th Street | 502 | 4 | 4 | 1 | 3088 | | $8,810,000 | 0.6155% | 0.5640% | $5,329.44 | $63,953.34 | $5,224 | $62,683 | $10,553 | $19,178.28 |
| 140 West 12th Street | 501 | 2 | 2 | 1 | 1671 | | $4,535,000 | 0.3331% | 0.3052% | $2,883.91 | $34,606.87 | $2,827 | $33,919 | $5,711 | $10,377.89 |
| 140 West 12th Street | 500 | 3 | 3 | 1 | 2386 | 109 | $6,770,000 | 0.4810% | 0.4407% | $4,164.92 | $49,979.08 | $4,082 | $48,986 | $8,247 | $14,987.69 |
| | | | | | | | | | | | | | | | |
| 140 West 12th Street | 503 | 3 | 2 | 1 | 1653 | | $4,985,000 | 0.3295% | 0.3019% | $2,852.84 | $34,234.09 | $2,796 | $33,554 | $5,649 | $10,266.09 |
| 140 West 12th Street | PH6A | 3 | 4 | 1 | 3471 | 109 | $12,750,000 | 0.7007% | 0.6420% | $6,067.07 | $72,804.88 | $5,947 | $71,358 | $12,014 | $21,832.67 |
| 140 West 12th Street | PH6B | 5 | 5 | 1 | 5304 | | $20,750,000 | 1.0624% | 0.9734% | $9,198.82 | $110,385.78 | $9,016 | $108,192 | $18,215 | $33,102.41 |
| 140 West 12th Street | PH7B | 4 | 3 | 1 | 3977 | 1105 | $17,500,000 | 0.8603% | 0.7882% | $7,448.45 | $89,381.37 | $7,300 | $87,605 | $14,749 | $26,803.62 |
| 140 West 12th Street | PH7A | 4 | 4 | 1 | 4317 | 1174 | $18,500,000 | 0.9280% | 0.8503% | $8,035.07 | $96,420.86 | $7,875 | $94,505 | $15,910 | $28,914.62 |
| 140 West 12th Street | PH8 | 3 | 3 | 1 | 4027 | 3148 | $25,000,000 | 0.9784% | 0.8964% | $8,471.18 | $101,654.17 | $8,303 | $99,634 | $16,774 | $30,483.98 |
| | **RESIDENTIAL TOTAL** | | | | **487,350** | **47,671** | **1,654,915,000** | **100.00%** | **91.6224%** | **$863,650.00** | **$10,363,800.00** | **$848,623.42** | **$10,183,481.00** | **$1,712,273.42** | **$3,107,889.00** |
| | Retail Unit 1 | | | | 5,483 | | N/A | | 1.0291% | $2,300.17 | $27,602 | $7,439.62 | $89,275.47 | $9,740 | |
| | Retail Unit 2 | | | | 3,395 | | N/A | | 0.6416% | $1,126.08 | $13,513.00 | $4,638.28 | $55,659.39 | $5,764 | |
| | Storage Unit | | | | 782 | | N/A | | 0.0717% | $353.50 | $4,242.00 | $518 | $6,220 | $872 | |
| | Community Facility Unit | | | | 20,538 | | N/A | | 3.6998% | $6,493.67 | $77,924.00 | $26,746.92 | $320,963.00 | $33,241 | |
| | Garage Unit | | | | 16,191 | | N/A | | 2.9354% | $5,152.00 | $61,824.00 | $21,220.92 | $254,651.00 | $26,373 | |
| | **NON RESIDENTIAL TOTAL** | | | | **46,389** | **0** | | | **8.3776%** | **$15,425.42** | **$185,105.00** | **$60,564.07** | **$726,768.86** | **$75,989.49** | |
| | **GRAND TOTAL** | | | | **533,739** | **47671** | | **100.00%** | **100.0000%** | **$879,075.42** | **$10,548,905.00** | **$909,187.49** | **$10,910,249.86** | **$1,788,262.91** | **$3,107,889.00** |

*Resident Managers Unit

The space designated in the column captioned "Approx Exterior Square Footage" consist of terraces, balconies, gardens, patios, or yards appurtenant to the applicable Unit as a Limited Residential Common Element This space may not be legally used as a bedroom or living room and to do so may result in the issuance of a building code violation for the Condominium

# EXHIBIT 13

UNIT OWNER'S SPECIMEN TITLE POLICY

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## SCHEDULE A

**Amount of Insurance:** $Purchase Price **Policy No.:** Specimen Policy

**Date of Policy:** «CLOSING_DATE» **File No.:** «TITLE_NUMBER»

**Name of Insured:** «PURCHSER_1» and «PURCHASER_2»

1. **The estate or interest in the land which is covered by this policy is:**

   Fee Simple

2. **Title to the estate or interest in the land is vested in:**

   «PURCHSER_1» and «PURCHASER_2»

3. **Title to the estate or interest in the land is vested in:**

   «PURCHSER_1» and «PURCHASER_2», (who/which) acquired title by deed dated «CLOSING_DATE» made by West Village Residences LLC, and to be duly recorded in the Office of the City Register of the City of New York.

4. **The land referred to in this policy is described in said instrument, is situated in the County and State of New York, and is identified as follows:**

   **SEE SCHEDULE A DESCRIPTION ATTACHED HEREIN**

Countersigned: _____

**Commonwealth Land Title Insurance Company**
**c/o New York Land Services**
**630 Third Avenue, 12th Floor**
**New York, NY 10017**
**Tel: (212)490-2277**
**Fax: (212)490-8012**

SPECIMEN

**SCHEDULE A**
**DESCRIPTION**

The condominium unit (the "Unit") in the building (the "Building") known as The Greenwich Lane Condominium located at 133 – 155 West 11th Street and 140 – 160 West 12th Street, Borough of Manhattan, City, County and State of New York, designated and described as Unit No. _____ in that certain declaration made by West Village Residences LLC pursuant to Article 9-B of the Real Property Law of the State of New York (hereinafter referred to as the "Condominium Act") establishing a plan for condominium ownership of the Building and the land (hereinafter referred to as the "Land") upon which the Building is situate (which Land is more particularly described below), dated as of _____ 201__ and recorded in the Office of the New York City Register, New York County, on _____201____ under CRFN _____ (the "Declaration"). This Unit is also designated as Tax Lot _____ in Block 607 of Section 1 of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of the City of New York and on the Floor Plans of the Building, certified by _____ and filed with the Real Property Assessment Department of the City of New York as Condominium Plan No. _____, and on _____ 201____ in the Office of the New York City Register, New York County under CRFN _____;

TOGETHER WITH an undivided _____% interest in the Common Elements (as such term is defined in the Declaration); and

TOGETHER WITH AND SUBJECT TO all easements favor of the Unit and in favor of the other units in the Building and the Common Elements.

SPECIMEN

**SCHEDULE A**
**CONTINUED**

The Land upon which the Building containing the Unit is located 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 the corner formed by the intersection of the easterly side of Seventh Avenue with the northerly side of West 11th Street;

RUNNING THENCE easterly along the northerly side of West 11th Street, 425 feet;

THENCE northerly parallel with the easterly side of Seventh Avenue and part of the way through a party wall 103 feet 3 inches to the center line of the block;

THENCE easterly along the center line of the block, 50 feet;

THENCE northerly again parallel with the easterly side of Seventh Avenue, 103 feet 3 inches to the southerly side of West 12th Street, at a point therein distant 475 feet easterly from the easterly side of Seventh Avenue;

THENCE westerly along the southerly side of West 12th Street 475 feet to the corner formed by the intersection of the said southerly side of West 12th Street with the said easterly side of Seventh Avenue; and

THENCE southerly along the said easterly side of Seventh Avenue, 206 feet 6 inches to the first mentioned corner, the point or place of BEGINNING.

**END OF SCHEDULE A**

SPECIMEN

**SCHEDULE B**
**EXCEPTIONS FROM COVERAGE**

**This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fee or expenses) which arise by reason of:**

1. Survey exceptions set forth in Survey Reading herein.

2. Mortgage dated «CLOSING_DATE» made by the insured to «LENDER» to secure the principal sum of $«LIABILITY», and to be duly recorded in the Office of the New York City Register, New York County.

3. Unit Power of Attorney dated «CLOSING DATE made by «PURCHASER1» and «PURCHASER 2» to the Members of the Board of Managers of the Condominium and the Condominium and their successors in office, to be duly recorded in the Office of the New York City Register, New York County.

4. Covenants, Conditions, Easements, Leases, Agreements of record as follows:

   a. Terms, covenants, restrictions, reservations of easements and conditions set forth in the Declaration of Condominium and By-Laws of The Greenwich Lane Condominium dated as of _____ and recorded in the Office of the New York City Register, New York County, 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 9-B of the Real Property Law.

   The liens of the mortgages set forth on the Mortgage Schedule have not been subordinated to the Declaration of Condominium. Policy will except any loss, cost or damage sustained by if the liens of said mortgages has not been subordinated to the Declaration of Condominium.

   b. The Land upon which the Building containing the Unit is located has been designated as part of the Greenwich Village Historic District by Notice of Designation dated April 29, 1969 and recorded on April 29, 1969 in Reel 138 page 120 and is therefore subject to the restricted uses set forth in the New York City Charter and in the Administrative Code of the City of New York.

   c. Terms, conditions, restrictions, obligations, easements set forth in Revocable Consent Agreement dated January 7, 2005 between NYC Department of Transportation Division of Franchises, Concessions & Consents and Saint Vincents Catholic Medical Centers of New York d/b/a Saint Vincent Catholic Medical Centers and recorded on December 6, 2005 under CRFN 2005000675351.

SPECIMEN

**SCHEDULE B**
**CONTINUED**

e. Covenants and restrictions set forth in Liber 718 cp. 449 and Liber 747 cp. 280.

f. Covenants and restrictions set forth in Liber 718 cp. 453, 748 cp. 285, Liber 463 cp. 127, Liber 465 cp. 33, Liber 467 cp. 557 and Liber 731 cp. 156.

g. Covenants, restrictions, reservations and easements set forth in Cross-Easement agreement dated June 28, 1983 between The New York City Transit Authority and St. Vincent's Hospital and Medical Center of New York and recorded on July 31, 1984 in Reel 818 page 1513.

h. Terms, conditions, covenants and restrictions set forth in Permit agreement dated June 28, 1983 between The New York City Transit Authority and St. Vincent's Hospital and Medical Center of New York and on July 31, 1984 in Reel 818 page 1529.

i. Conditions and agreements set forth in Distinctive Sidewalk Improvement Maintenance Agreement dated November 29, 1988 by St. Vincent's Hospital and Medical Center of New York and recorded on December 9, 1988 in Reel 1505 page 71.

j. Terms, conditions, restrictions, obligations, easements set forth in Revocable Consent Agreement dated March 21, 2003 between NYC Department of Transportation Division of Franchises, Concessions & Consents and Saint Vincents Catholic Medical Centers of New York and recorded on July 15, 2003 under CRFN 2003000232150.

k. Terms, conditions, restrictions, obligations, easements set forth in Revocable Consent Agreement dated August 31, 2009 between NYC Department of Transportation and the NYC Department of Information, Technology and Telecommunications and Saint Vincents Catholic Medical Centers of New York and recorded on October 8, 2009 under CRFN 2009000329027.

l. Terms, conditions, restrictions, obligations, easements set forth in Declaration of Large-Scale General Development dated as of March 26, 2012 by West Village Residences LLC and recorded in the Office of the City Register of the City of New York, on April 16, 2012 under CRFN 2012000149442. With regard thereto:

   (i). Waiver of Execution of Restrictive Declaration and Subordination of Mortgage dated March 26, 2012 by JPMorgan Chase Bank, N.A. and on April 16, 2012 under CRFN 2012000149443.

SPECIMEN

**SCHEDULE B**
**CONTINUED**

m. Terms, conditions and restrictions set forth in Notice of Alternative Environmental Measures dated October 25, 2012 by West Village Residences LLC and recorded on November 2, 2012 under CRFN 2012000434777.

n. Zoning Lot Certification recorded under CRFN 2013000120960.

o. Zoning Lot Description and Ownership Statement recorded under CRFN 2013000120961.

5. The following Notice of Sidewalk Violations:

a. No. Index #35882 filed April 12, 1985

**END OF SCHEDULE B**

SPECIMEN

## SURVEY READING

Note: The survey reading and survey inspection are not intended to be and should not be used for the purpose of determining compliance with local building and zoning laws and regulations; they should only be relied upon for the purpose of disclosing exceptions to title.

As to the Unit:

Policy excepts any state of facts which an accurate survey and inspection would show, but policy insures that any encroachment of a portion of the unit structure upon other units or upon the common elements may remain undisturbed as long as same shall stand.

As to the Land upon which the Building containing the Unit is located:

In the absence of a guaranteed Survey, the exact location and dimensions of the boundaries of these premises are not insured, and policy will except any state of facts an accurate Survey may show.

**END OF SURVEY READING**

SPECIMEN

**COMMONWEALTH LAND TITLE INSURANCE COMPANY**

**STANDARD NEW YORK ENDORSEMENT**

**(OWNER'S POLICY)**

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."

3. 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 or transfer in the Public Records that vests Title as shown in Schedule A.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all the terms and provisions of the policy and any prior endorsements.

DATED:

Countersigned: _____

Commonwealth Land Title Insurance Company
c/o New York Land Services

SPECIMEN

**COMMONWEALTH LAND TITLE INSURANCE COMPANY**

**CONDOMINIUM ENDORSEMENT**

**-NEW YORK-**

Attached to and made a part of Policy Number TBA

The Company insures the Insured against loss or damage sustained by reason of:

1. The failure of the unit identified in Schedule A and its common elements to be part of a condominium within the meaning of the condominium statutes of the State of New York.

2. The failure of the documents required by the condominium statutes to comply with the requirements of the statutes to the extent that such failure affects the title to the unit and its common elements.

3. Present violations of any restrictive covenants which restrict the use of the unit and its common elements and which are created by the condominium documents, except violations relating to environmental protection unless a notice of a violation thereof has been recorded or filed in the public records and is not excepted in Schedule B. The restrictive covenants do not contain any provisions which will cause a forfeiture or reversion of title.

4. The priority of any lien for charges and assessments at Date of Policy provided for in the condominium statutes and condominium documents over the lien of any insured first mortgage identified in Schedule A.

5. The failure of the unit and its common elements to be entitled by law to be assessed for real property taxes as a separate parcel.

6. Any obligation to remove any improvements which exist at Date of Policy because of any present encroachments or because of any future unintentional encroachments of the common elements upon any unit or of any unit upon the common elements or another unit.

7. The failure of title by reason of a right of first refusal to purchase the unit and its common elements which was exercised or could have been exercised at Date of Policy.

SPECIMEN

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the amount of insurance.

DATED: TBA

Countersigned: _____

Commonwealth Land Title Insurance Company
c/o New York Land Services

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# EXHIBIT 14

FORM W-8 (CERTIFICATION OF FOREIGN STATUS)

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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

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# EXHIBIT 15

FORM W-9 (REQUEST FOR TAXPAYER IDENTIFICATION NUMBER)

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Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

**Employer identification number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | – | | | | | | |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** **Signature of U.S. person ▶** **Date ▶**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt payees except for 9 |
| Broker transactions | Exempt payees 1 through 5 and 7 through 13. Also, C corporations. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 5 |
| Payments over $600 required to be reported and direct sales over $5,000 [1] | Generally, exempt payees 1 through 7 [2] |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account [1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor [2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee [1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner [1] |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner [3] |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A)) | The grantor* |
| **For this type of account:** | **Give name and EIN of:** |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity [4] |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B)) | The trust |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# EXHIBIT 16
CERTIFICATION OF SPONSOR AND PRINCIPALS

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## CERTIFICATION BY SPONSOR AND SPONSOR'S PRINCIPALS

September 3, 2013

Re: The Greenwich Lane
New York, New York

We are the Sponsor and the Principals of the Sponsor of the Condominium offering plan ("Offering Plan") with respect to the premises ("Premises") known as 133-141 West 11th Street, 145 West 11th Street, 155 West 11th Street, 160 West 12th Street, 150 West 12th Street, and 140 West 12th Street, in the Borough of Manhattan, City, County and State of New York.

We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Department of Law in Part 20 and such other laws and regulations which may be applicable.

We have read the entire Offering Plan, investigated the facts set forth therein together with the underlying facts upon which the Offering Plan is based, and exercised due diligence to form a basis for making this certification. We jointly and severally certify that the Offering Plan does, and that any documents submitted hereafter by us which amend or supplement the Offering Plan will:

(i) set forth the detailed terms of the transaction and be complete, current and accurate;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

(iii) not omit any material fact;

(iv) not contain any untrue statement of material fact;

(v) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

(vi) not contain any promise or representation as to the future which is beyond reasonable expectation or is unwarranted by existing circumstances; and

(vii) not contain any representation or statement which is false and which 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 adequate knowledge concerning the representations or statements made.

This certification is made upon 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 the Penal Law of the State of New York.

This certification may be executed in one or more counterparts each of which when so executed and delivered by each party to the other shall be deemed an original, but all of which when taken together shall constitute but one and the same instrument.

**SPONSOR:**

WEST VILLAGE RESIDENCES LLC,
a Delaware limited liability company

By: West Village Holdings LLC, its sole member

By: Rudin West Village LLC, managing member

By: _____
Name: William C. Rudin
Title: Authorized Signatory

**PRINCIPALS OF SPONSOR**

_____
William C. Rudin

_____
Eric C. Rudin

_____
John J. Gilbert III

**ACKNOWLEDGMENT**

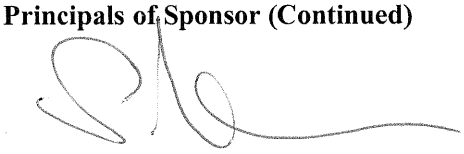
Sworn to before me this
3rd day of September, 2013

_____
Notary Public

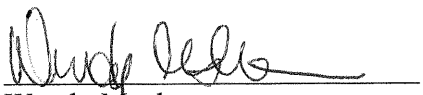
DONNA M. ACOSTA
Notary Public, State of New York
No. 01AC6169031
Qualified in Orange County
Commission Expires June 18, 2015
August

*[SIGNATURES OF PRINCIPALS OF SPONSOR CONTINUE ON NEXT PAGE]*

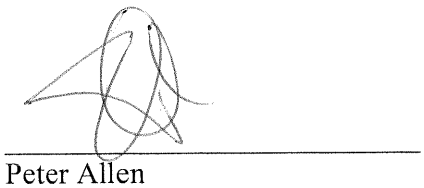
**Principals of Sponsor (Continued)**



Samuel Kellner



Wendy Mosler



Peter Allen

---

**ACKNOWLEDGMENT**

Sworn to before me this
19th day of August, 2013



Notary Public

Anna Maria Roumie
Notary Public State of New York
No. 01RO6124387
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 28, 2014

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# EXHIBIT 17

CERTIFICATION OF ARCHITECT

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**CERTIFICATION OF SPONSOR'S ARCHITECT**
**PURSUANT TO PART 20 OF THE REGULATIONS ISSUED**
**UNDER GENERAL BUSINESS LAW ARTICLE 23-A, AS AMENDED**

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

**Re: Condominium Offering Plan (the "Offering Plan")**

The Greenwich Lane
1 Seventh Avenue (133-155 W.11th Street and 140-160 W. 12th Street)
New York, NY 10011

Gentlemen:

The Sponsor of the offering to convert the captioned property (the "Property") to condominium ownership retained our firm to prepare a report describing the construction and renovation of the Property (the "Report"). We reviewed the building plans and specifications that were prepared by FXFOWLE ARCHITECTS, LLP, Langan Engineering and Environmental Services, Severud Associates Structural Engineers and Jaros, Baum and Bolles Consulting Engineers, approved by the Department of Buildings on April 12, 2013, a copy of which is intended to be incorporated into the Offering Plan so that prospective Purchasers may rely on the Report.

The undersigned is an architect registered in New York State.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to the Report.

We have read the entire Report and reviewed the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made.

We certify to the best of our knowledge, information, and belief that the Report:

(i) sets forth in narrative form the physical condition of the entire Property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that we have examined;

(ii) in our professional opinion, affords potential investors, purchasers and participants an adequate basis upon which to found their

judgment concerning the description and/or physical condition of the Property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that we examined;

(iii) does not omit any material fact;

(iv) does not contain any untrue statement of a material fact;

(v) does not contain any fraud, deception, concealment or suppression;

(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) does not contain any representation or statement which is false, where we:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by and have no beneficial interest in the Sponsor and that our compensation for preparing the Report is not contingent on the conversion of the Property to a condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the Property.

**FXFOWLE ARCHITECTS LLP**

By: _____
Daniel J. Kaplan, FAIA,
Senior Partner

Sworn to before me
this 16th day of August, 2013

_____
Notary Public

SALLY LOFTIN
Notary Public, State of New York
No. 01LO6239999
Qualified in Bronx County
Commission Expires April 25, 2015

# EXHIBIT 18

CERTIFICATION OF BUDGET EXPERT

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HALSTEAD
PENMARK

PART 20: CERTIFICATION BY EXPERT AS TO ADEQUACY OF CONDOMINIUM BUDGET

September 3, 2013

New York State Department of Law
Real Estate Finance Bureau
120 Broadway - 23rd Floor
New York, New York 10271

Re: Condominium Offering Plan
The Greenwich Lane
133 West 11th Street, 135 West 11th Street, 137 West 11th Street,
139 West 11th Street, 141 West 11th Street, 145 West 11th Street,
155 West 11th Street, 140 West 12th Street, 150 West 12th Street
160 West 12th Street
New York, New York 10011 ("Property")

Dear Sir/Madam:

The sponsor of the condominium offering plan for the captioned property retained our firm to prepare the Schedules B and review Schedule B-1 containing projections of income and expenses for the first year of condominium operation. Penmark Management LLC has been engaged in the management of mixed use and residential real estate for many years, manages approximately 85 cooperative and condominium buildings and is licensed as a real estate broker in the State of New York.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to Schedule.

We have reviewed the Schedule and investigated the facts set forth in the Schedules B and B-1 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 the Schedules 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 the Schedules:

(i) set forth in detail the projected income and expenses for the first year of condominium operation;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operation;

HALSTEAD
PENMARK

(iii) do not omit any material fact;

(iv) do not contain any untrue statement of a material fact;

(v) do not contain any fraud, deception, concealment or suppression;

(vi) do not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) do not contain any representation or statement which is false, where I/we:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by the sponsor. We understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the income or expenses for the first year of condominium operation. This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made.

We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

PENMARK MANAGEMENT, LLC

By: _____
Leslie Bogen Winkler
Senior Vice President

Sworn to before me this
3rd day of September, 2013

_____
Notary Public

ARLENE ATHERLY
NOTARY PUBLIC-STATE OF NEW YORK
No. 01AT6174538
Qualified in Kings County
My Commission Expires September 24, 2015

# EXHIBIT 19

CERTIFICATION OF BUDGET EXPERT CONCERNING ADEQUACY OF COMMON CHARGES PAYABLE BY THE NON RESIDENTIAL UNIT OWNERS

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PENMARK

PART 20: CERTIFICATION BY EXPERT CONCERNING ADEQUACY OF
COMMON CHARGES PAYABLE BY THE NON-RESIDENTIAL UNITS

September 3, 2013

New York State Department of Law
Real Estate Finance Bureau
120 Broadway, 23rd Floor
New York, New York 10271

Re: Condominium Offering Plan
The Greenwich Lane
133 West 11th Street, 135 West 11th Street, 137 West 11th Street,
139 West 11th Street, 141 West 11th Street, 145 West 11th Street,
155 West 11th Street, 140 West 12th Street, 150 West 12th Street
160 West 12th Street
New York, New York 10011 ("Property")

The sponsor of the condominium offering plan for the captioned property retained our firm to prepare Schedule B which includes projections of common charges payable by the owners of the Non-Residential Units. Penmark Management, LLC has been engaged in the management of mixed use and residential real estate for many years, manages approximately 85 cooperative and condominium buildings and is licensed as a real estate broker in the State of New York.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to the Non Residential Units listed in Schedule B.

We have reviewed Schedule B as it impacts upon the Non-Residential Units and investigated the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential buildings.

We certify that the projections in Schedule B for the common charges payable by the owners of the Non-Residential Units appear reasonable and adequate under existing circumstances to meet the anticipated operating expenses fairly attributable to such Non-Residential Units for the projected first year of condominium operation, and that the allocation of common charges attributable to the Non-Residential Units also reflects special or exclusive use or availability or exclusive control of particular common areas.

We certify that the estimates in Schedule B for the common charges payable by the owners of the Non Residential Units:

(i) sets forth in detail the projected common charges for the Non Residential Units for the first year of condominium operation;

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PENMARK

(ii) affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the common charges payable by the owners of the Non-Residential Units;

(iii) do not omit any material fact;

(iv) do not contain any untrue statement of a material fact;

(v) do not contain any fraud, deception, concealment or suppression;

(vi) do not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) do not contain any representation or statement which is false, where we:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d)did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by the sponsor. We understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the common charges fairly attributable to the Non Residential Units 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.

Very truly yours,

PENMARK MANAGEMENT LLC

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

Sworn to before me this
3rd day of September, 2013

ARLENE ATHERLY
NOTARY PUBLIC-STATE OF NEW YORK
No. 01AT6174538
Qualified in Kings County
My Commission Expires September 24, 2015

# EXHIBIT 20

REAL PROPERTY LAW SECTION 339-kk

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## REAL PROPERTY LAW SECTION 339-kk

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## NEW YORK REAL PROPERTY LAW § 339-kk

§ 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 have been elected by and from among the unit owners who are in occupancy, the board may elect not to require that rental payments be made payable to the condominium association. At such time as payments for Common Charges, assessments and late fees from the non-occupying owner are once again current, notice of such fact shall be given within three business days to the rental tenant and non-occupying owner. Thereafter all rental payments shall be made payable to the non-occupying owner or a designated agent. A non-occupying owner who disputes the association's claim to rental payments pursuant to this section shall be entitled to present facts supporting such owner's position at the next scheduled meeting of the board of managers, which must be held within thirty days of the date that such board receives notice that such owner seeks to dispute such claim.

(d) Nothing in this section shall limit any rights of unit owners or of the board of managers existing under any other law or agreement.

(e) Payment by a rental tenant to the condominium association made in connection with this section shall relieve that rental tenant from the obligation to pay such rent to the non-occupying owner and shall be an absolute defense in any non-payment proceeding commenced by such non-occupying owner against such tenant for such rent.

§HISTORY: Add, L 1998, ch 422, § 3, eff July 22, 1998 (see 1998 note below).

EDITOR'S NOTES:

Laws 1998, ch 422, §§ 4, 5, eff July 22, 1998, provide as follows:

§ 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.

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# EXHIBIT 21

FORM OF CONSTRUCTION AGREEMENT

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# THE GREENWICH LANE
# CONSTRUCTION AGREEMENT

**THIS CONSTRUCTION AGREEMENT** (this "**Construction Agreement**") is made as of _____ 20___, by and between **West Village Residences LLC**, with an address at c/o Rudin Management Co., Inc., 345 Park Avenue, New York, New York 10154 ("**Sponsor**"), the Sponsor of Greenwich Lane condominium (the "**Condominium**"), **THE CONDOMINIUM BOARD OF THE GREENWICH LANE CONDOMINIUM**, with an address at The Greenwich Lane condominium, known as 133-141 West 11th Street, 145 West 11th Street, 155 West 11th Street, 160 West 12th Street, 150 West 12th Street, and 140 West 12th Street, in the Borough of Manhattan, City, County and State of New York 10011(the "**Board**"), and _____ ("**Unit Owner**").

WHEREAS, pursuant to that certain Option Agreement (the "**Agreement**") dated as of [_____] and made by and between Sponsor, as seller, and Unit Owner, as purchaser, Unit Owner is the purchaser of that certain residential condominium unit known as Unit [___] (the "**Unit**") in the Condominium, which Unit shall be located in the [_____ ] building (the "**Building**") located in the Condominium;

WHEREAS, in accordance with and pursuant to the terms of (i) the Agreement, (ii) the Offering Plan (the "**Offering Plan**") for the Condominium, as filed with the Department of Law of the State of New York and as the same may have been or may hereafter be amended and (iii) the declaration, by-laws and rules and regulations of the Condominium (collectively, the "**Condominium Documents**"), Unit Owner has requested permission and otherwise elected to perform, at its sole cost and expense, construction work and alterations in the Unit, (all of such work and installations being hereafter collectively referred to as "**Unit Owner's Work**"), which Unit Owner's Work is more specifically described on Exhibit A annexed hereto, and Sponsor and the Board, in order to insure compliance by the Unit Owner with the applicable provisions of the Condominium Documents and the timely issuance of a permanent certificate of occupancy for the Condominium (the "**PCO**") have agreed to permit Unit Owner to perform Unit Owner's Work upon the terms, and subject to the conditions, hereinafter set forth.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 ($10.00) Dollars, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sponsor, the Board and Unit Owner, intending to be legally bound, hereby covenant and agree as follows:

1. Approvals Necessary; Conditional Approval.

(a) Notwithstanding anything to the contrary in this Construction Agreement, to the extent that any consent of Sponsor is required hereunder, such consent shall no longer be required after both of the following have occurred: (i) the PCO has been issued and (ii) Sponsor has no remaining Unsold Units in the Condominium (the "**Completion Date**"). To the extent that any deliveries are specified to be made to Sponsor hereunder, after the occurrence of the Completion Date, such deliveries shall be made to the Board. In the event that Sponsor elects to perform any construction at the Condominium, Sponsor shall not be required to enter into any Construction Agreement as the holder of an Unsold Unit.

(b) Subject to Sponsor's and the Board's approval of complete and detailed plans, specifications, drawings and other documents (collectively, the "**Plans**") depicting, describing and detailing Unit Owner's Work (the sufficiency of the Plans also being subject to the reasonable approval of both Sponsor and the Board), Sponsor and the Board hereby grant permission to Unit Owner to perform Unit Owner's Work, subject to and conditioned upon Unit Owner's full compliance with, and satisfaction of, each of the terms, conditions and provisions of this Construction Agreement.

2. Prior to Commencement of Unit Owner's Work.

2.1 Prior to and as a condition precedent to the commencement of Unit Owner's Work, Unit Owner shall:

(a) Cause a licensed architect and/or engineer selected by Unit Owner with the consent of Sponsor and the Board (which consents shall not be unreasonably withheld or delayed) to prepare the Plans for Unit Owner's Work which Plans shall be submitted to Sponsor and the Board for approval not later than one hundred twenty (120) days after the execution date of this Construction Agreement. Sponsor's and the Board's approval may be granted or withheld in either of such party's sole discretion, except that such approval shall not be required with respect to interior, nonstructural, aesthetic alterations ("**Decorative Work**") which (i) are not visible from outside the Unit, (ii) will not affect any of the Common Elements including, without limitation, the Limited Common Elements (as such term is defined in the Condominium Documents) and the electrical, plumbing, sprinkler, HVAC, elevator, mechanical and all other systems serving the Condominium or the Unit (collectively, the "**Condominium Systems**"), (iii) do not require a Permit (as hereinafter defined), and (iv) do not impact upon any areas in which asbestos containing materials ("**ACM** ") may be located. Sponsor and the Board shall notify Unit Owner of their approval or rejection of said Plans, together with its reasons for rejection, if applicable, within thirty (30) days after Sponsor's receipt thereof. If the Plans are rejected, Unit Owner shall revise the Plans and submit the revised Plans to Sponsor and the Board for their review within fifteen (15) days of Unit Owner's receipt of Sponsor and the Board's notice of rejection. Each review of revised Plans and notification by Sponsor and the Board shall be completed within twenty (20) days after its receipt of such revised Plans. Unit Owner shall not commence Unit Owner's Work until the Plans have been approved in writing by Sponsor and the Board and all required Permits and insurance certificates have been obtained. Unit Owner shall pay promptly to Sponsor and the Board the costs and expenses actually incurred by Sponsor and the Board in reviewing the Plans.

Notwithstanding anything set forth in this 2.1 or elsewhere in this Construction Agreement to the contrary, Unit Owner acknowledges that it has been informed in the Offering Plan and Condominium Documents as to the presence of certain lead paint on steel beams and columns in the 150 West 12th Street building and 160 West 12th Street building, and the presence of certain non-friable asbestos tar on perimeter columns and spandrels of the 140 West 12th Street building, 160 West 12th Street building and 145 West 11th Street building in the Condominium behind enclosed terracotta or façade walls, and it is agreed by Unit Owner that Sponsor's and the Board's approval are required with respect to any Unit Owner's Work that involves or affects any component of the applicable building which could disturb such asbestos containing materials or lead paint. Any Unit Owner's Work to be performed affecting either of such locations shall comply with all federal, state and local laws, rules and regulations, including any such laws, rules and regulations pertaining to lead-based paint, asbestos and other hazardous materials.

(b) Deliver a check in the sum of $_____ payable to the Board for the security deposit required to be posted by Unit Owner as provided for in Section 6.4 of this Construction Agreement.

(c) Deliver a check in the sum of $1,500 payable to the managing agent for the Condominium (the "**Managing Agent**"), as a processing fee in connection with this Construction Agreement.

(d) To the extent Unit Owner's Work involves the electrical systems serving the Unit, as a prerequisite to its approval of the Plans, Sponsor shall require Unit Owner to furnish a letter from Unit Owner's licensed architect or engineer certifying to Sponsor and the Board that the electrical loads required as a result of Unit Owner's Work and will not be in excess of the present electrical capacity of the Unit, will not adversely affect the Condominium's electrical service and certifying to such other matters as Sponsor and the Board shall reasonably identify.

(e) represent and warrant that after the Plans have been approved in writing by Sponsor, Unit Owner's Work will not include or result in a change in the number of zoning rooms located within the Unit or any other change that would result in a delay in obtaining a PCO with respect to the Condominium or any part thereof, or any amendments to any existing PCO, if theretofore issued. Any modifications of, or variances from, the approved Plans must be submitted to Sponsor and the Board by Unit Owner and approved by Sponsor and the Board in writing prior to the commencement of any Unit Owner's Work not previously approved by Sponsor and the Board as part of the previously approved set of Plans.

(g) covenant and agree to cause the Plans and the Unit Owner's Work to comply with Law (as defined in the Condominium Documents) including, but not limited to, all applicable laws, ordinances, orders, rules, regulations and requirements (collectively, "**Legal Requirements**") of all governmental and quasi-governmental authorities and agencies including, without limitation, the Department of Buildings, City Planning Commission, and the Landmarks Commission (as defined herein) and Board of Fire Underwriters having jurisdiction over the Condominium and/or the Unit (collectively, "**Governmental Authorities**"). Unit Owner agrees that prior to the issuance of the PCO, if required by Sponsor, Unit Owner shall only utilize union workers with respect to any Unit Owner's Work.

(h) Unit Owner shall have submitted to Sponsor and the Board, a written designation of the general contractor which will be principally responsible for the Work, which designation shall authorize the general contractor to interface, communicate and otherwise deal with Sponsor and the Board on behalf of Unit Owner with respect to all aspects of Unit Owner's Work.

2.2. If such Unit Owner's Work is to commence prior to the issuance of a PCO, then Unit Owner shall utilize Sponsor's filing representative or expediter to file the Plans with all Governmental Authorities and Unit Owner shall obtain all necessary governmental permits, authorizations, certificates, licenses and approvals (collectively, "**Permits**") for the commencement, performance and completion of Unit Owner's Work. In connection therewith, Unit Owner shall prepare all necessary applications for the required Permits, shall submit such applications to Sponsor for execution by the Board and shall pay all fees and expenses in connection therewith. The Board shall execute all necessary and properly completed applications, provided same are reasonably acceptable to Sponsor and the Board, within ten (10) days after submission to Sponsor and the Board of such applications and all other information relating to such applications as Sponsor and the Board shall reasonably request and shall submit such applications to the appropriate Governmental Authorities. The Board shall deliver copies of all necessary Permits to Unit Owner promptly after the issuance thereof and Unit Owner shall not commence Unit Owner's Work until the issuance thereof. If there be any doubt as to

the need for any such Permits, Sponsor and the Board shall resolve such doubt in their sole but reasonable discretion. Unit Owner shall pay Sponsor and the Board and/or its filing representative or expediter all fees and expenses associated with the filing of the applications for the Permits.

2.3 Unit Owner shall provide Sponsor and the Board with a list of the names, telephone numbers (day and night), addresses and principals of every contractor retained by Unit Owner and of every subcontractor retained by any such contractor and, at the request of Sponsor, Unit Owner shall provide Sponsor and the Board with a conformed copy of every agreement made with such contractors or subcontractors. Anything to the contrary set forth herein notwithstanding, prior to the issuance of a PCO, all portions of Unit Owner's Work related to (i) any portion of the Condominium not forming a part of the Unit, (ii) the Condominium Systems and/or (iii) the Common Elements of the Condominium shall be performed, at Unit Owner's cost, by contractors designated by Sponsor, unless Sponsor shall agree otherwise. In addition, Sponsor and the Board reserve the right to designate the contractor to be used by Unit Owner for any work which could reasonably be expected to affect or void any warranties with respect to the Condominium Systems or the Common Elements.

2.4 Unit Owner shall deliver to Sponsor and the Board certificates of insurance (together with proof of payment of one year's premiums and annual renewal date) from all contractors and subcontractors involved in the performance of Unit Owner's Work evidencing that such contractors and subcontractors maintain the following insurance with insurers reasonably satisfactory to Sponsor and the Board: (a) commercial general liability insurance on an occurrence basis for any occurrence in or about the Condominium in which the Insured Parties (as hereinafter defined) shall be named as additional insureds, in a combined single limit not less than $5,000,000.00 (The limits of liability can be provided in a combination of a Commercial General Liability policy and an Umbrella Liability policy), which insurance shall include coverage for broad form property damage, bodily injury, personal injury, independent contractor's liability, blanket contractual liability and completed operations liability: (b) comprehensive automobile liability, covering owned, non-owned and hired vehicles, providing coverage for bodily injury and property damage, all on a per occurrence basis, in a combined single limit not less than $1,000,000.00; and (c) workers compensation insurance in statutory limits. With regard to the commercial general liability policy, such policy will (i) contain the "Broad Form Comprehensive General Liability" endorsement; (ii) include contractual liability coverage, (iii) as to the Completed Operations Coverage, extend for a period of one year following termination of Unit Owner's Work, (iv) include ((y) Knowledge of Occurrence and Notice of Occurrence endorsements and (z) and Unintentional Errors and Omissions clause; (v) include coverage with respect to asbestos exposure if Unit Owner's Work involves any asbestos-containing material, and (vi) shall not include a sunset clause without Sponsor's and the Board's consent, (vii) shall include Waiver of Subrogation language, and (viii) shall apply on a Primary & Non-Contributory basis.

2.5 Prior to the commencement of any Unit Owner's Work hereunder, detailed certificates of insurance shall be furnished to Sponsor and the Board showing that the required insurance is in full force and effect and that the premiums due thereunder have been paid. Such certificates shall provide that the said insurance may not be canceled, termination or modified without thirty (30) days written advance notice thereof to Sponsor. Each Contractor shall promptly furnish Sponsor and the Board with copies of any endorsements subsequently issued amending such insurance coverages or limits. In the event of the failure of any contractor to furnish and maintain such insurance, Sponsor shall have the right, at its option at any time: (a) to revoke permission to perform Unit Owner's Work and to deny entry into the Condominium of all workers, except that if such workers are escorted by a member of the Condominium's staff, they shall be permitted to remove their tools and supplies, or (b) to take out and maintain the said insurance for and in the name of the Insured Parties, as hereinafter defined and, in

such a case, Unit Owner agrees to pay the cost thereof and to furnish all information and consents necessary to permit Sponsor and the Board to take out and maintain such insurance for and in the name of the Insured Parties. Compliance with the foregoing requirements to carry insurance and furnish certificates shall not relieve Unit Owner from liability assumed under any provisions of this Construction Agreement. Nothing in this Construction Agreement shall constitute a waiver of or limitation of any other rights or remedies Sponsor and the Board may have for consequential damages or otherwise.

2.6 As used herein, the term **"Insured Parties"** means Unit Owner, Sponsor (and its constituent members, officers, directors, shareholders, partners, principals, employees), the Board, the members of the Board, the officers of the Condominium, any mortgagee of any portion of the Condominium and its successor and assigns, Managing Agent, Sponsors's general contractor, Architects and/or construction manager (**"Construction Manager"**) and any of their respective designees, directors, officers, members, shareholders and all related companies.

2.7 Unit Owner shall notify in writing the owners of units adjacent thereto, above and below the Unit, that Unit Owner's Work is being performed, the duration and that Unit Owner shall indemnify them for any damage caused by such Unit Owner's Work. Copies of such letters shall be delivered to the Managing Agent prior to the commencement of construction.

3. Performance of Unit Owner's Work.

3.1 Unit Owner shall commence Unit Owner's Work after all necessary Permits have been granted and Sponsor and the Board have approved the Plans, and shall thereafter prosecute the same in a diligent and expeditious manner in order to complete Unit Owner's Work on or before _____ (the **"Required Completion Date"**). The determination of whether Unit Owner's Work is completed shall be made by Sponsor and the Board, and Sponsor and the Board's determination shall be conclusive. All time limitations set forth in this paragraph 3.1 shall be subject to extension for delays caused by or attributable to acts of God, unusual weather conditions or strikes not attributable to Unit Owner or Unit Owner's general contractor or subcontractors or other agents bad faith, not to exceed forty-five (45) calendar days.

3.2 Unit Owner shall perform and complete all of Unit Owner's Work in a first-class, workmanlike manner, in keeping with the standards of the Condominium. All materials used shall be new and of high quality.

3.3 Unit Owner's Work shall be performed in accordance with (i) the Plans, (ii) this Construction Agreement, (iii) the rules and regulations established, from time to time, by Sponsor or the Board, (iv) the Condominium Documents and (v) all Legal Requirements. Unit Owner shall promptly furnish to Sponsor and the Board have evidence of such compliance as Sponsor and the Board may from time to time request.

3.4 Unit Owner shall comply with the following rules in its performance of Unit Owner's Work:

(1) No Unit Owner's Work shall adversely affect or otherwise impair the Condominium Systems.

(2) No electrical, water or gas lines, pipes or conduits in the Unit servicing other units or common areas of the Condominium (collectively, **"Risers"**) shall be altered, replaced, moved, overloaded or otherwise affected by reason of Unit Owner's Work unless such action(s) are (i) specified at the time of original submission of the Plans to Sponsor and the Board, and (ii) approved in advance and in writing by Sponsor and the Board. Sponsor shall have the right, in its sole discretion, to determine whether there is available space and, if so, whether such space should be allocated to Unit Owner in any Riser.

(3) If Sponsor is requested to shut off water, gas, or electricity to other units in the Condominium in connection with Unit Owner's Work, Sponsor and the Board may require as a condition thereof that adequate means be installed to isolate the Unit from the rest of the Condominium, such as the installation of hot and cold water valves to avoid future water shutdowns, and Unit Owner shall pay the attendant cost of a general shut down, such as re-lighting pilot lights after gas shut downs or clearing strainers after a water shutdown. The type of shutdowns permitted as well as the duration and timing thereof will be determined by Sponsor and the Board in their sole discretion. Any shutdowns which may be required by reason of Unit Owner's Work must be indicated at the time of original submission of Plans to Sponsor and the Board.

(4) No alterations to any exterior element of the Condominium nor any change in the outside appearance of the Condominium will be permitted in connection with Unit Owner's Work, including, without limitation, the alteration of window glass by the application of tinting or shading, back-lighting, surface coating, or changing type, thickness or color of the glass; no exterior element, such as terrace, floor, parapet or railing may be painted, decorated or altered or its appearance changed in any way.

(5) All contractors performing Unit Owner's Work shall be duly licensed to the extent required by applicable Legal Requirements and, if required under any contract with any union whose members are performing services at the Condominium (including, without limitation, services directly or indirectly at the behest, for the benefit, or for the account of Sponsor and the Board, any other unit owner), such work shall be performed solely by members of the respective union locals whose members are performing such services.

(6) Unless Unit Owner receives from Construction Manager written approval to the contrary, the performance of Unit Owner's Work shall in all respects be subordinate to and afforded lower priority than the performance of (i) all work which Sponsor is obligated to perform pursuant to the terms of the Offering Plan, the Agreement and/or any agreement with any other purchaser of a residential unit and (ii) all other work necessary to complete the alteration, improvement, renovation and restoration of the Condominium, as provided in the Offering Plan. Unit Owner shall cause the contractors performing Unit Owner's Work to coordinate all (i) deliveries, (ii) use of freight elevators, (iii) work schedules and (iv) the general timing of Unit Owner's Work with Construction Manager. In the case of any dispute regarding such matters, Construction Manager shall determine the respective priorities and Unit Owner shall, and shall cause its contractors to, abide by any such determination.

3.5 During the performance of Unit Owner's Work, Unit Owner shall do whatever may be necessary to insure that (i) the performance of Unit Owner's Work does not disrupt, delay, disturb or hinder the performance of any work being performed by Construction Manager or any contractor hired by Construction Manager or any other Unit Owner, and (ii) other portions of the Condominium and its equipment are not damaged and that other occupants of the Condominium and the operation of the Condominium Systems are not disturbed (or, if it is not possible to avoid disturbance entirely, to

minimize such disturbance). In connection therewith, but without limiting the generality of the foregoing:

(1) If the Condominium, the Condominium Systems or any of the Condominium's equipment, is adversely affected by Unit Owner's Work, Unit Owner shall, when so advised, promptly remove the cause of the problem and repair any damage caused hereby.

(2) Unit Owner shall perform Unit Owner's Work in a manner which will not (i) disrupt, delay, hinder, or disturb Construction Manager and its contractors in the performance of work being performed by Construction Manager in the Condominium nor (ii) interfere with, or cause any labor disturbance or stoppage in the work of Construction Manager and/or any contractor or employee employed by either Sponsor or Construction Manager or any other Unit Owner in the Condominium or otherwise cause disharmony with any service union.

(3) Except with the prior written approval of Sponsor and the Board, (i) any work which produces noise which might be disturbing to Condominium occupants shall be performed only between the hours of 10:00 A.M. and 5:00 P.M. and (ii) no part of Unit Owner's Work shall be performed on Saturdays, Sundays or holidays. The use of pneumatic or power tools such as electric hammers or portable electric saws which may disturb other occupants of the Condominium (**"Power Tools"**) will not be permitted except on a limited basis, where absolutely necessary. If either Sponsor or the Board determine, in their sole discretion, that the use of Power Tools is excessive, Unit Owner shall, when so advised, cause the use of such Power Tools either to be immediately discontinued or reduced to a level determined by Sponsor and the Board, in their sole discretion, to be acceptable.

(4) Unit Owner shall take all possible precautions to prevent dirt and dust from entering other parts of the Condominium during the progress of Unit Owner's Work. During any demolition, dust from the debris shall be controlled by either using green dust or, if possible, watering down the dust twice a day. Dust-proof partitions (plastic, paper and/or tape) shall be installed and maintained during Unit Owner's Work over and around all doorways leading to Condominium hallways and all windows of the Unit to prevent any dust or debris from entering into the Condominium hallways, stairwells, elevator shafts or systems, or into the atmosphere. All affected Condominium areas must be mopped clean or vacuumed each night before contractors leave the Condominium and the Unit must be kept reasonably clean at all times. Debris and rubbish shall be placed in covered barrels or sealed bags before being taken out of the Unit. Unit Owner shall remove from the Condominium all such barrels or bags, rubbish, rubble, debris, equipment, emptied packing cartons and other material (collectively, **"Construction Debris"**) as often as deemed necessary by Sponsor and the Board, in their reasonable discretion, in order to prevent the accumulation thereof and to ensure that no fire hazard is created. In no event shall Unit Owner store any Construction Debris in the common areas of the Condominium or other than within the confines of the Unit, except that such items may be stored in an area to be designated by Sponsor or the Board for a period of not more than two (2) hours immediately prior to the pick-up and removal of same. Unit Owner shall use the service or other elevator designated for such removal and only at such times as may be convenient to the operation of the Condominium and as the superintendent of the Condominium may direct. Unit Owner shall be responsible for arranging for the pick-up and removal from the Condominium and its vicinity to a legal dump-site of all Construction Debris caused by Unit Owner's Work by a licensed common carting service at Unit Owner's expense. Unit Owner shall not permit any dumpster or garbage container to be left overnight in front of the Condominium. Notwithstanding the foregoing, Unit Owner's placement of any dumpsters shall comply with all governmental regulations, including, without limitation, the procurement and maintenance of any necessary permits.

(5) Unit Owner and Unit Owner's employees, contractors and subcontractors shall not have any right of access or passage, by person or instrument (including, without limitations, the piercing or penetration through any walls, floors or ceilings) into or through any other unit (or, with the Board's approval, the common elements) in the Condominium for any reason in connection with Unit Owner's Work.

(6) Unit Owner shall maintain functioning fire extinguishers and smoke alarms in the Unit throughout the prosecution of Unit Owner's Work. Unit Owner shall insure that the Work does not block access to any fire exits in the Condominium. Unit Owner shall install smoke detectors within fifteen (15) feet of every sleeping area on the ceiling or wall pursuant to Local Law 62, carbon monoxide detectors within fifteen (15) feet of every sleeping area on the ceiling or wall pursuant to pursuant to Local Law 7. The Units contain window stops that have been approved by the City of NY Department of Health, and these window stops may not be removed unless replaced with a window guard or similar device in compliance with all applicable law, including but not limited to the New York City Health Code.

3.6 If, at any time, there shall be filed against the Unit, the Condominium or any other unit in the Condominium, any lien or claim for work, labor or materials furnished or claimed to have been furnished in the performance of Unit Owner's Work or the supplying materials with respect thereto, Unit Owner shall, within ten (10) days after the filing thereof, cause the same to be fully bonded or discharged or record.

3.7 Unit Owner hereby acknowledges and agrees that Sponsor shall have the right, on notice to Unit Owner (except in the case of an emergency, in which case notice shall not be required), to inspect the status and progression of Unit Owner's Work in order to confirm that such work is being performed in a manner which will not delay or interfere with the issuance of the PCO. Anything to the contrary set forth in this Construction Agreement notwithstanding, if, within one (1) month prior to the expiration of the temporary Certificate of Occupancy, Sponsor in its sole discretion, determines that the progression of Unit Owner's Work is such that there is a potential to delay or otherwise hinder the issuance of the PCO, Sponsor may undertake to perform, at Unit Owner's sole cost and expense, those items of work necessary to be completed for the issuance of the PCO. Unit Owner shall not do or permit any act or thing to be done contrary to law, or which will invalidate or be in conflict with any provisions of any liability, casualty or other insurance policies carried by Unit Owner or for Unit Owner's benefit. Unit Owner shall comply with all federal, state and local laws, rules and regulations pertaining to Unit Owner's Work, including any such laws, rules and regulations pertaining to lead-based paint, asbestos and other hazardous material.

3.8 Unit Owner shall be responsible for any damage to or any other adverse effect upon the Unit, any other unit comprising a part of the Condominium or the Building (including the structure, shell, Condominium Systems, equipment, fixtures and finishes of the Condominium) caused by or resulting from Unit Owner's Work, regardless of when such damage or adverse effect becomes apparent. If any such damage or adverse effect shall occur or arise, Sponsor or the Board may (a) require Unit Owner, at its expense, promptly to repair the damage or remedy the condition giving rise to such adverse effect and/or (b) repair such damage or remedy such condition at Unit Owner's expense. Without limiting the generality of the foregoing, Unit Owner specifically acknowledges that this Section 3.8 shall be applicable to any damage to the carpeting, wallcoverings or other finishes in the Condominium's elevators and other common areas (including, without limitation, the cost of cleaning, shampooing, painting or repairing the same if soiled or otherwise damaged). If Sponsor or the Board

advises Unit Owner of any damage which, in Sponsor's or the Board's reasonable opinion, was caused by Unit Owner's Work, then Unit Owner shall promptly submit a claim to Unit Owner's insurance carrier and to Unit Owner's contractor for submission to its insurance carrier, and Unit Owner agrees to use all reasonable efforts, and to cause its contractor to use all reasonable efforts, to cause such insurance carriers to expeditiously review and settle all such claims for which they are responsible, provided such insurance claim shall not limit Unit Owner's liability under this Section 3.8.

4. After Completion of Work

4.1 Upon completion of Unit Owner's Work, Unit Owner shall promptly, at its sole cost and expense (a) obtain all necessary inspections, certificates, signoffs and approvals of the same from any Governmental Authorities, including, without limitation an amended Certificate of Occupancy for the Condominium if a permanent Certificate of Occupancy has been previously obtained; (b) file all necessary notices and/or certifications with the applicable Governmental Authorities; (c) deliver to Sponsor and the Board copies of all such inspections, approvals, notices and certifications, a certificate from Unit Owner's architect or engineer to the effect that Unit Owner's Work has been completed in accordance with the approved Plans and with all Legal Requirements; a New York City Electrical Certificate and a certificate from the Board of Fire Underwriters with respect to Unit Owner's Work; and such other proof as may be necessary to indicate that Unit Owner's Work has been done in accordance with all applicable Legal Requirements; and (d) if in the judgment of Sponsor or the Board, in its sole discretion, Unit Owner's Work so requires, cause the Condominium Documents and Floor Plans to be amended by those attorneys designated by Sponsor to prepare such amendments at Unit Owner's sole cost and expense.

4.2 Unit Owner shall be solely responsible for the maintenance and repair of all portions of Unit Owner's Work, whether or not structural, and maintenance of all Condominium Systems and other equipment installed or altered as part of Unit Owner's Work. A full cleaning and filter change for all fan coil units in the Unit is required at Unit Owner's expense upon completion.

4.3 If any riser or electrical, water or gas branch line is relocated, as part of Unit Owner's Work, Unit Owner's contractor shall, upon completion of Unit Owner's Work, supply Sponsor and the Board with one full set of reproducible as-built drawings clearly indicating the location of all such Risers, branch lines and shut-off valves, if any. If there is undue noise, vibration, fumes or exhaust heat or any other nuisance from air conditioning equipment, whirlpool baths or other equipment, appliances or fixtures installed as part of Unit Owner's Work, or as a result of a change in usage of any portion of the Unit arising out of Unit Owner's Work, then Unit Owner shall upon notice from Sponsor or the Board make immediate repairs or adjustments to eliminate the cause thereof. If the complaint continues after repairs and adjustments, then Unit Owner shall cease to operate such equipment, appliances or fixtures or cease such changed usage, as the case may be, and Unit Owner shall indemnify and hold the Insured Parties harmless from and against any liability, loss, cost, expense or damage, including, without limitations, attorneys' fees, incurred by any of the Insured Parties in connection with any such noise, vibration, fumes, heat or nuisance.

5. Unit Owner's Costs and Liabilities

5.1 The entire cost of Unit Owner's Work, including, without limitation, the cost of preparing the Plans, the procurement of all required Permits, and the cost of labor, materials, and professional fees, shall be paid in full by Unit Owner within thirty (30) days after the earlier of (a) completion of Unit Owner's Work or (b) rendition of a final bill therefor.

5.2 All fees, costs and expenses actually incurred by any of the Insured Parties resulting from, arising out of, or in any way connected with or occasioned by this Construction Agreement and the performance of Unit Owner's Work and all matters related thereto, including, without limitation, all legal expenses, disbursements and all costs incurred in connection with the preparation and review of this Construction Agreement and all related documents and all costs, fees and expenses of architects, engineers, attorneys or other professionals incurred in connection with Unit Owner's Work, the review of the Plans, obtaining Permits, inspection of Unit Owner's Work, the enforcement of this Construction Agreement or the assertion or any right, claim, cause of action or remedy hereunder by Sponsor and the Board, and any additional or overtime labor or services provided by Condominium employees, shall be paid by Unit Owner to such Insured Parties within twenty (20) days after its receipt of a demand for payment, together with reasonably detailed supporting documentation.

5.3 Unit Owner hereby assumes the entire responsibility and liability for all damages or injury of any kind, whether direct, indirect or consequential, to all persons, including, without limitation, the Insured Parties, owners of other units in the Condominium and their tenants, guests, employees and invitees (collectively, the "**Indemnified Parties**"), and to all property, including, without limitation, the Condominium, the Condominium Systems, the Common Elements, and other unit within the Condominium and other systems and property belonging to any of the Indemnified Parties, resulting from, arising out of or in any way connected with or occasioned by Unit Owner's Work. Unit Owner shall make full restitution to all Indemnified Parties for any damage or injury thereto. Unit Owner hereby indemnifies and holds each of the Indemnified Parties harmless (and will cause its general contractor and/or construction manager to indemnify and hold each of the Indemnified Parties harmless by executing the Release and Indemnity annexed hereto as Exhibit B) from and against any and all loss, cost, expense (including, without limitation, attorneys, fees and disbursements), damage or injury, whether direct, indirect or consequential, arising directly or indirectly from, or in any way connected with or occasioned by Unit Owner's Work and the acts of Unit Owner, Unit Owner's contractors and subcontractors, and its or their agents and employees, including, without limitation, (a) costs incurred in preparation, execution, or submission of any application for any Permit in connection with Unit Owner's Work made by Sponsor and the Board to any Governmental Authority; (b) the claims of any contractor, subcontractor, materialman, architect, or engineer on account of Unit Owner's Work; (c) any claims of any person for personal injury or property damage; (d) any delay in obtaining a Certificate of Occupancy (permanent or temporary) with respect to the Condominium or any portion thereof (or any amendment to, or extension of the same if theretofore issued) as a result of Unit Owner's Work or the failure to timely complete same and/or make all appropriate governmental filings in connection with the same; (e) any labor dispute or other difficulty arising from the employment of union labor represented by a local or locals other than the local or locals engaged in the performance of Sponsor's construction work in and to the Condominium; (f) the failure to obtain any required Permit; (g) the failure to comply with the terms and conditions of this Construction Agreement, the Condominium Documents or Legal Requirements; or (h) any personal injury, liability or damage to any personal property or to any part of the Condominium, its utilities, equipment or furnishings.

5.4 Unit Owner hereby releases and discharges Sponsor (and its constituent members, officers, directors, shareholders, partners, principals, employees), the Board, Construction Manager, Managing Agent and their respective successors and assigns from all actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, and demands whatsoever, in law or equity, which against Sponsor (and its constituent members, officers, directors, shareholders, partners, principals, employees), the Board, Construction Manager and Managing Agent, Unit Owner ever had, now has or hereafter can, shall

or may have for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of completion of Unit Owner's Work resulting from, arising out of or in any way connected with or occasioned by, directly or indirectly, Unit Owner's Work or the approval or disapproval of, or action or inaction in regard to, Unit Owner's Work on any part thereof.

6. Remedies

6.1 The Board, Sponsor and their architects, engineers or other professionals shall have the right to enter the Unit, both during the progress of and after the completion of Unit Owner's Work, from time to time, for the purpose of inspecting Unit Owner's Work to ensure that Unit Owner's Work is being performed, and has been performed, in accordance with the Plans and Specifications and this Construction Agreement.

6.2 If Unit Owner fails to comply with any of the covenants herein contained, the Board and/or Sponsor shall have the right to cause Unit Owner's Work to be halted, including, without limitation the right to deny access to the Condominium to Unit Owner's contractors, workmen and suppliers, until Unit Owner complies with this Construction Agreement. During the period until Unit Owner is permitted hereunder to resume Unit Owner's Work, the Board and/or Sponsor shall have the right to perform any and all work in and to the Unit as shall be necessary in the Board and/or Sponsor's judgment, in order to: (a) repair any condition posing a threat of harm to persons or the Condominium; or (b) avoid any delay in obtaining a PCO (or any amendment to, or extension of, the same if theretofore issued), whether or not such work shall be in compliance with the Plans for Unit Owner's Work. The cost and expense of any such work performed by the Board and/or Sponsor shall be borne by such Unit Owner and shall be paid to either the Board and/or Sponsor (whichever party incurred the cost) within fifteen (15) days of written demand therefor, together with reasonably detailed supporting documentation.

6.3 Unit Owner hereby acknowledges and agrees in addition to any other rights and remedies the Board and/or Sponsor may have at law or in equity, the Board and/or Sponsor shall be entitled to a decree of specific performance, a restraining order, a preliminary injunction, a final injunction and any other equitable relief restraining or preventing Unit Owner from doing or continuing to do any act in violation of this Construction Agreement or requiring Unit Owner to perform its obligations hereunder. Without limiting the foregoing, any breach by Unit Owner of any of the provisions of this Construction Agreement shall constitute a breach under the relevant provisions of the declaration and bylaws and shall entitle the Board to exercise all of the rights and remedies therein provided. In addition, the Board shall also have the right to revoke its consent to the Unit Owner's Work, and/or to complete or remove all or any part of such Unit Owner's Work and restore the Unit to its condition prior to the commencement of the Unit Owner's Work at Unit Owner's sole cost and expense. The remedies provided for herein and in the bylaws shall not be exclusive, and the Board and Sponsor shall also be entitled to any other rights and remedies the Board and Sponsor may have at law or in equity. Notwithstanding the foregoing, except in the event of a condition posing immediate danger or harm to person or property, the Board and/or Sponsor shall not seek any relief set forth in the preceding two sentences (except in the case of an emergency) until it has first given Unit Owner ten (10) days prior written notice of the breach of this Construction Agreement.

6.4 As additional security for the faithful performance and observance by Unit Owner of the terms and conditions of this Construction Agreement, Unit Owner has deposited the sum of _____ (the "**Security Deposit**") with the Board. Unit Owner agrees that the Board may use, apply or retain the whole or any part of the Security Deposit and the interest earned thereon, if any, to the extent required for the payment of any sums due to the Board and/or Sponsor under

this Construction Agreement as determined in the discretion of the Board. If the Security Deposit is diminished by any significant amount, then Unit Owner shall replenish it to the full amount within three (3) days after written demand. Unit Owner's failure to so replenish the Security Deposit shall be a material breach of this Construction Agreement and shall entitle the Board to stop Unit Owner's Work, and/or exercise any remedies it has hereunder. If Unit Owner shall comply with all of the terms and conditions of this Construction Agreement, the Security Deposit and interest or remaining balance thereof, if any, shall be returned to Unit Owner after completion of Unit Owner's Work. The Board's release of the Security Deposit shall not constitute acceptance of Unit Owner's Work by the Board or Sponsor or a waiver by the Board or Sponsor of any of their rights under this Construction Agreement. Any sums due to the Board or Sponsor under this Construction Agreement and not recovered by application of the Security Deposit shall be deemed obligations chargeable and collectible as additional common charges due by Unit Owner to the Board pursuant to the Condominium Documents.

7. Miscellaneous

7.1 None of Sponsor, the Board, Construction Manager or the Managing Agent will be responsible for failure or inefficient performance of Condominium Services to the Unit resulting from Unit Owner's Work.

7.2 Unit Owner acknowledges that it has not relied upon any representations, warranties, architect's plans or statements of any nature whatsoever, whether written or oral, made by Sponsor, the Board, the Managing Agent, or otherwise, including, without limitation, any representations, warranties, architect's plans, statements or estimates relating to the cost, feasibility, safety or compliance with Legal Requirements of Unit Owner's Work, it being understood that Sponsor's or the Board's approval of the Plans is not an express or implied warranty as to any such matter.

7.3 Any notice, request, consent or other communication hereunder shall begin in writing and sent by a reputable overnight courier or certified mail, to Unit Owner at the address given at the beginning of this Construction Agreement and to Sponsor and Board at the respective address given at the beginning of this Construction Agreement, with a copy, in each case (so long as Sponsor has any Unsold Units and prior to the issuance of a PCO) to Goldfarb & Fleece LLP, 345 Park Avenue, New York, New York 10154, Attn: Neal A. Weinstein, Esq., or to such other address as either party may hereafter designate to the other in writing. The date of mailing shall be deemed to be the date of the giving of notice, except that the date of actual receipt shall be deemed to be the date of the giving of any notice of change of address.

7.4 If, at any time, Unit Owner shall require the consent or approval of Sponsor or the Board to any proposed action hereunder, Unit Owner shall make a written request therefor, in accordance with Section 7.3 hereof, requesting such consent or approval. In no event whatsoever may Unit Owner rely on any consents, approvals, communications, statements or notices given by any person (including, without limitation, the Managing Agent or the superintendent of the Condominium or any representative of either) who is not a member of Sponsor or the Board, or which are not in writing. Wherever in this Construction Agreement Sponsor's consent or approval is required, then (i) if Sponsor or the Board refuses such consent or approval, Unit Owner shall in no event be entitled to make any claim and (ii) Unit Owner hereby waives any claim for money damages based upon any claim or assertion by Unit Owner that Sponsor or the Board unreasonably withheld or unreasonably delayed its respective consent or approval.

7.5 Unit Owner acknowledges that until the Completion Date occurs, Unit Owner shall be require to obtain all consents and approvals required hereunder from Sponsor and the Board, and Unit Owner shall not take any action requiring consent and approval of both such parties unless and until both Sponsor and the Board grant their respective consent or approval in any instance hereunder.

7.6 This Construction Agreement may not be changed or terminated orally.

7.7 This Construction Agreement may not be assigned by Unit Owner except that it shall be required to be assigned to any new Unit owner in connection with a sale of the Unit subject to such Unit Owner's Work. The Unit Owner hall advise the person or persons to whom it transfer the Unit of the Unit Owner's Work undertaken by the Unit Owner pursuant to this Construction Agreement, and shall provide copies of the Plans and this Construction Agreement to such purchaser, and shall cause the purchaser to execute and deliver to the Condominium Board an agreement in the form of Exhibit C hereto pursuant to which the purchaser shall assume all the obligations of the Unit Owner under the Condominium Agreement.

IN WITNESS WHEREOF, this Construction Agreement is executed and delivered as of the date set forth on the first page hereof.

SPONSOR:

WEST VILLAGE RESIDENCES LLC,
a Delaware limited liability company

By: West Village Holdings LLC, its sole member

By: Rudin West Village LLC, managing member

By: _____
Name:
Title: Authorized Signatory

UNIT OWNER:

_____
Print Name:

_____
Print Name:

THE CONDOMINIUM BOARD OF THE GREENWICH LANE, ON BEHALF OF ALL
UNIT OWNERS

By: _____
Name:
Title:

**EXHIBIT "A"**

**DESCRIPTION OF UNIT OWNER'S WORK**

**EXHIBIT "B"**

**CONTRACTOR'S RELEASE AND INDEMNITY**

Date:

WEST VILLAGE RESIDENCES LLC and
The Condominium Board of
The Greenwich Lane

Re: Unit in The Greenwich Lane

Gentlemen:

The undersigned agrees that it will not make any claim against, or seek to recover from either West Village Residences LLC ("**Sponsor**"), The Condominium Board of The Greenwich Lane (the "**Board**"), **[Sponsor's Construction Lender] [Sponsor's Construction Manager] [Sponsor's Architect] [the Managing Agent]**, each owner and/or occupant of one or more units in the Condominium and each and all of their respective agents, servants, employees, tenants, guests, licensees, invitees, officers, directors, shareholders and partners (collectively the "**Indemnitees**") for the cost or expense of any services, materials or other items supplied to or performed at the above referenced Unit as part of the Unit Owner's Work described in that certain construction agreement between Sponsor, the Board and _____ [Unit Owner] dated [_____], (the "**Construction Agreement**") nor for any liability, loss or damages relating to such Unit Owner's Work unless and to the extent the loss or damage is due to the gross negligence or willful misconduct of the Indemnitees. The undersigned further agrees to defend, indemnify and hold harmless the Indemnitees against any and all liability, including legal costs and expenses on account of loss of life or injury to any person or damage to property, happening in or arising out of or in anyway relating to the performance of Unit Owner's Work (as such term is defined in the Construction Agreement) unless and to the extent such injury or loss of life or loss or damage to property is caused by the gross negligence of willful misconduct of the Indemnitees.

Sincerely,

[Contractor]

**EXHIBIT "C"**

ASSUMPTION OF CONSTRUCTION AGREEMENT

WHEREAS, simultaneously with its execution and delivery of this Assumption of Construction Agreement, the undersigned is becoming a Unit Owner of Unit No. ___ in The Greenwich Lane, _____New York, New York.

WHEREAS, a prior owner of the Unit and the Condominium Board entered into a Construction Agreement dated _____ (the "**Construction Agreement**") a copy of which is annexed hereto;

WHEREAS, the Construction Agreement provided that any person acquiring the Unit shall assume the obligations of the Unit Owner under the Agreement and authorized the Condominium Board not to issue a waiver of its right of first refusal unless and until such person assumes the obligations of the Unit Owner under the Agreement;

NOW, THEREFORE, in order to induce the Condominium to issue its waiver of its right of first refusal for the Unit, the undersigned hereby ASSUMES AND AGREES TO PERFORM AND OBSERVE all the terms, covenants and conditions of the Construction Agreement to be performed or observed by the Unit Owner thereunder.

Henceforth, the term Unit Owner as used in the Construction Agreement shall include the undersigned with the same force and effect as if the undersigned has been the original Unit Owner thereunder.

This Assumption of Construction Agreement shall be binding on, and enforceable against, the undersigned and the undersigned's estate, heirs, executors, administrators, representatives, successors and assigns.

New York, New York
Dated _____

_____

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

On the ___ day of _____, 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(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

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# EXHIBIT 22

ASBESTOS/LEAD-BASED PAINT REPORT

**THIS PAGE INTENTIONALLY LEFT BLANK**

# Advanced Environmental Corp.

April 10, 2013

Michael Plofker
The Greenwich Lane
c/o Rudin Management Company, Inc.
345 Park Avenue - 33rd Floor
New York, NY 10154

RE: Lead Paint Summary Report – The Greenwich Lane
140 West 12th Street, New York, NY (Formerly 134 West 12th Street, Reiss Building)
150 West 12th Street, New York, NY (Formerly 148 West 12th Street, Nurses Building)
160 West 12th Street, New York, NY (Raskob Smith Building)
155 West 11th Street, New York, NY (Formerly 7-15 Seventh Avenue, Coleman Link Building)
141-133 West 11th Street, New York, NY (Formerly 133 West 11th Street, Cronin Building)
145 West 11th Street, New York, NY (Formerly 143 West 11th Street, Spellman Building)

Dear Mr. Plofker:

As discussed, section in section (gg) (6) of Part 20 Regulations of the Department of Law, the sponsor must disclose the existence of any applicable federal, state or local laws concerning lead-based paint and whether the sponsor will comply with such laws and regulations promulgated thereunder.

The buildings are currently undergoing a complete gut rehabilitation. All interior walls and plaster ceilings of the building have been removed. The buildings are currently in various stages of demolition. The buildings located 7-15 Seventh Avenue and 133 West 11th Street are scheduled for complete demolition. The buildings located 134, 148, 160 West 12th Street and 143 West 11th Street are scheduled for partial demolition and will have the façade areas located on 11th Street, 12th Street and Seventh Avenue remaining.

The laws that will apply to the The Greenwich Lane, New York, NY upon completion of construction include NYC LL1 of 2004 for the common areas and the EPA Lead Renovation, Repair and Painting Program Rule (Standards for Renovation Activities in Homes with Lead-Based Paint (TSCA section 402(c)): This rule establishes standards for individuals and firms conducting renovation activities that create lead-based paint hazards in target housing and child-occupied facilities.

***Regulation Summary:***

**New York City Rules – Local Law of 2004**

The City's Lead Paint Hazard Reduction Law Went into Effect on August 2, 2004. Local Law 1 of 2004 ("Local Law 1") is a comprehensive law concerning the prevention of childhood lead poisoning through the remediation of lead paint hazards in housing and day care facilities. This legislation repealed the former lead law, Local Law #38 of 1999. The law covers all pre-1960 multiple dwellings. The law also places certain responsibilities on owners in post-1960 to pre-1978 buildings where the owner knows there is lead based paint. The provisions of Local Law 1 do not apply where title to a multiple dwelling unit is held by a cooperative or condominium and the shareholder of record or his or her family occupies the unit. The law does however apply to cooperative or condominium units occupied by a tenant or subtenant.

**EPA Renovation Repair and Painting Rule**

The EPA Renovation, Repair and Painting Rule requires that painted components in residential buildings built prior to 1978 be presumed to be lead containing. Sampling can be performed to determine if the painted components lead levels are below the United States Environmental Protection Agency (EPA) and the Department of Housing and Urban Preservation (HUD) action level of 1.0 milligram per square centimeter ($mg/cm^2$) via XRF or greater than 0.5% (>5000 ppm) by weight . If paint sample results are below the action level, then the new EPA rules do not apply.

***Summary of Lead Based Paint Present***

Lead-based paint was identified in a July 14, 2011 report prepared by Advanced Environmental Corp. The results indicated detectable amounts on lead in paint on steel beams in the Nurses (to be known when construction is completed as 150 West 12th Street) and Raskob Smith (to be known when construction is completed as 160 West 12th Street) Buildings. It is assumed that the steel columns also contain the same lead paint.

Upon completion of construction, all original steel columns and beams will be covered in new building materials, and therefore pose no exposure risk to future tenants.

Where future work impacts the steel beam and column components, all applicable rules and precautions concerning lead based paint must be followed.

Should you have any questions regarding this report, please feel free to contact our office at (212) 545-1855.

Sincerely,

Advanced Environmental Corp.

Edward Namath
Principal

# Advanced Environmental Corp.

July 14, 2011

Laurence Jaret
Rudin Management Company, Inc.
345 Park Avenue - 33rd Floor
New York, NY 10154

**RE Limited Lead Paint Sampling Report**
**Exposed Beam Areas, Rudin West Village, New York, NY**

Dear Ms. Jaret:

Advanced Environmental Corp. (AEC) performed a lead-based paint investigative survey of limited areas of the buildings located at Rudin West Village, New York, NY. The inspection was performed on July 13, 2011.

The purpose of the survey was to sample specific potential lead-based paint on beams that have been exposed by demolition work.

The inspector who performed the lead paint fieldwork, is a United States Environmental Protection Agency Certified Lead-Based Paint Professional, Inspector.

***Lead Paint Inspection***

The purpose of the lead-in-paint sampling was to determine if the paint on façade areas contain lead. Samples of suspect paint from these surfaces were collected by an EPA accredited lead inspector.

The samples were submitted to EMSL analytical and analyzed for lead content utilizing Flame Atomic Absorption Spectrometry (analytical reference method EPA SW-846B 3050B/7000B). Please see attached Appendix A for analytical data sheets and results. The results indicated lead content of the paint as follows:

| SAMPLE # | LOCATION | COMPONENT | Result (% Wt.) |
|---|---|---|---|
| RWV-01 | 4th Floor, Cronin Building | Beam | 0.86 % |
| RWV-02 | 2nd Floor, Raskob Building | Beam | 0.033 % |
| RWV-03 | 2nd Floor, Smith Building | Beam | 0.96 % |
| RWV-04 | 2nd Floor, Nurses Residences | Beam | 0.14 % |
| RWV-05 | 6th Floor, Smith Building | Beam | 1.4 % |
| RWV-06 | 6th Floor, Raskob Building | Beam | 0.033 % |
| RWV-07 | 5th Floor, Nurses Residences | Beam | 1.0 % |

The U.S. Department of Housing and Urban Development's (HUD) guidelines define lead-based paint as having a content of greater than 0.5% (>5000 ppm) by weight. Further, according to the Consumer Products Safety Commission (CPSC), lead-containing paint means paint or other similar surface coating materials containing lead or lead compounds and in which the lead content (calculated as lead metal) is in excess of 0.06 percent by weight of the total nonvolatile content of the paint or the weight of the dried paint film.

**Occupational Safety and Health Administration (OSHA) - Lead in Construction Standard 29 CFR 1926.62**

The OSHA Lead in Construction standards protects those workers engaged in any construction-related activity, which will disturb lead paint, including lead paint abatement. OSHA does not define lead paint; the standard simply refers to paint with any detectable levels of lead. Any samples with detectable amounts of lead are regulated under OSHA.

The OSHA standard requires that an employer assume that such workers will be exposed to lead, and protect those workers accordingly, until an "exposure assessment" is completed. The results of the exposure assessment (monitoring of the air workers breathe) will determine if further air monitoring is required, whether or not workers must be protected, and if a medical monitoring program (blood test and physical) should be implemented. The standard also requires that workers be trained in safe work practices.

**U.S. EPA Resource Conservation and Recovery Act (RCRA) 40 CFR Part 260-272**

RCRA is the federal law, which makes it illegal to dispose of a hazardous waste in an unapproved manner. Lead is a listed hazardous material, so waste containing lead may be hazardous. Special testing must be done to determine if the lead concentration in the waste exceeds the criteria considered hazardous. It is up to the building owner to determine if waste generated from the project is hazardous. If it is hazardous, the law requires that an identification number be assigned to the site, the hauler be certified to transport the waste, and the waste be disposed at an approved landfill.

**Recommendations – Lead Paint**

It is AEC's understanding that the proposed work involves disturbance of the identified lead painted surfaces. The United States Environmental Protection Agency (USEPA) does not consider renovation activities to be lead paint abatement projects. According to the EPA, an abatement project is where the sole intent of the work is for the removal of lead paint. Therefore, the contractor's performing work will that will disturb the paint need to comply with the following regulations at a minimum.

Detectable amounts of lead were found in some of the paint sampled. In accordance with the OSHA Hazardous Communication Standard (29 CFR 1926.59 HAZCOM), AEC recommends all contractors who's work will impact the these surfaces and components be advised of the potential lead paint exposure hazard. In addition, all contractors.who work in areas where the potential exposure to lead exists will also need to comply with the OSHA "Lead Exposure in Construction" standard as set forth in 29 CFR Part 1926.62.

Prior to disposal of any waste suspected of containing lead, representative waste stream sampling should be conducted as required by RCRA and analyzed using a Toxicity Characteristic Leaching Procedure (TCLP). The EPA classifies waste with greater than 5 Parts Per Million (ppm) lead content by weight as hazardous waste.

If you should require any additional information or assistance, please contact us at 212-545-1855.

Sincerely,

Edward Namath
Principal

2728.001 s:\aec\clients\rudin\rwv\rwv limited beams pb rpt.doc

# Appendix A

# Lead in Paint Chip Sample Results

**EMSL Analytical, Inc.**
307 West 38th Street, New York, NY 10018
Phone: (212) 290-0051 Fax: (212) 290-0058 Email: manhattanlab@emsl.com

Attn: **Advanced Environmental Corp.**
**347 Fifth Avenue**
**Suite 404**
**New York, NY 10016**

Fax: (212) 545-0757 Phone: (212) 545-1855
Project: **2728.001/ RUSIN WEST VILLAGE/ METAL BEAMS**

Customer ID: ADVA57
Customer PO:
Received: 07/13/11 4:43 PM
EMSL Order: 031121795

EMSL Proj:

## Test Report: Lead in Paint Chips by Flame AAS (SW 846 3050B*/7000B)

| *Client Sample Description* | *Lab ID* | *Collected* | *Analyzed* | *Lead Concentration* |
|---|---|---|---|---|
| RWV-01 | *0001* | 7/13/2011 | 7/13/2011 | 0.86 % wt |
| | Site: 4TH FLOOR CRONIN BLDG/ METAL BEAM | | | |
| RWV-02 | *0002* | 7/13/2011 | 7/13/2011 | 0.033 % wt |
| | Site: 2ND FLOOR/ RASKOB BLDG/ METAL BEAM | | | |
| RWV-03 | *0003* | 7/13/2011 | 7/13/2011 | 0.96 % wt |
| | Site: 2ND FL/ SMITH BLDG/ METAL BEAM | | | |
| RWV-04 | *0004* | 7/13/2011 | 7/13/2011 | 0.14 % wt |
| | Site: 2ND FL/ NURSES RESIDENCES/ METAL BEAM | | | |
| RWV-05 | *0005* | 7/13/2011 | 7/13/2011 | 1.4 % wt |
| | Site: 6TH FL/ SMITH BLDG/ METAL BEAM | | | |
| RWV-06 | *0006* | 7/13/2011 | 7/13/2011 | 0.033 % wt |
| | Site: 6TH FL/ RASKOB BLDG/ METAL BEAM | | | |
| RWV-07 | *0007* | 7/13/2011 | 7/13/2011 | 1.0 % wt |
| | Site: 5TH FL/ NURSES RESIDENCES/ METAL BEAM | | | |

Initial report from 07/13/2011 19:56:42

M. Apfeldorfer

Miron Apfeldorfer, Laboratory Manager
or other approved signatory

Reporting limit is 0.01 % wt. The QC data associated with these sample results included in this report meet the method quality control requirements, unless specifically indicated otherwise. Unless noted, results in this report are not blank corrected . This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities.

* slight modifications to methods applied Samples received in good condition unless otherwise noted. Quality Control Data associated with this sample set is within acceptable limits, unless otherwise noted

Samples analyzed by EMSL Analytical, Inc. New York, NY AIHA-LAP, LLC–ELLAP Lab 102581, NYS ELAP 11506

03121795

# Chain of Custody

## Lead Lab Services

EMSL Analytical, Inc.
307 West 38th Street
New York, NY 10018

Phone: (212) 290-0051
Fax: (212) 290-0058
http://www.emsl.com

Please print all information legibly. 03121795

| | | | |
|---|---|---|---|
| [redacted] | Advanced Environmental Corp. | [redacted] | Advanced Environmental Corp. |
| [redacted] | 347 Fifth Avenue | [redacted] | 347 Fifth Avenue |
| [redacted] | Suite 404 | [redacted] | Suite 404 |
| [redacted] | New York, NY | [redacted] | New York, NY |
| [redacted] | 10016 | [redacted] | 10016 |
| [redacted] | Edward Namath | [redacted] | Edward Namath |
| [redacted] | 2125451855 | [redacted] | 2125451855 |
| [redacted] | 212-5450757 | [redacted] | 212-5450757 |
| [redacted] | enamath@adv-env.com | [redacted] | enamath@adv-env.com |
| [redacted] | | [redacted] | |
| [redacted] | Rusin West Village, Metal Beams , 2728.001 | | |

| MATRIX | METHOD | INSTRUMENT | RL (Reporting Limit) | TAT |
|---|---|---|---|---|
| Lead Chips* | SW846-7420, 3050B Mod./AOAC(974.02) | Flame Atomic Absorption | 0.01% ++ | 12 hr |

TAT (Turnaround) - Same day, 24 hr - 1 Day, 2 Days, 3 Days, 4 Days, 5 Days, 6-10 Days

| SAMPLE # | LOCATION | COMPONENT/ COLOR | LAB # |
|---|---|---|---|
| RWV-01 | 4th Floor, Cronin Building | Metal Beam | |
| RWV-02 | 2nd Floor, Raskob Building | Metal Beam | |
| RWV-03 | 2nd Floor, Smith Building | Metal Beam | |
| RWV-04 | 2nd Floor, Nurses Residences | Metal Beam | |
| RWV-05 | 6th Floor, Smith Building | Metal Beam | |
| RWV-06 | 6th Floor, Raskob Building | Metal Beam | |
| RWV-07 | 5th Floor, Nurses Residences | Metal Beam | |

EMSL MANHATTAN LAB
RECEIVED
2011 JUL 13 PM 4:43

@Relinquished By: (Person) A. Shamilov Date: July 13, 2011

Received at EMSL by: [signature] Date: 7/13 4:43P

Received at EMSL by: _____ Date: _____

@ The individual signing and relinquishing these samples to the laboratory attests to the accuracy of the information reported on this chain of custody.

# Advanced Environmental Corp.

April 10, 2013

Michael Plofker
The Greenwich Lane
c/o Rudin Management Company, Inc.
345 Park Avenue - 33rd Floor
New York, NY 10154

RE: Asbestos Containing Material (ACM) Survey Report – The Greenwich Lane
140 West 12th Street, New York, NY (Formerly 134 West 12th Street, Reiss Building)
150 West 12th Street, New York, NY (Formerly 148 West 12th Street, Nurses Building)
160 West 12th Street, New York, NY (Raskob Smith Building)
155 West 11th Street, New York, NY (Formerly 7-15 Seventh Avenue, Coleman Link Building)
141-133 West 11th Street, New York, NY (Formerly 133 West 11th Street, Cronin Building)
145 West 11th Street, New York, NY (Formerly 143 West 11th Street, Spellman Building)

Dear Mr. Plofker:

Enclosed please our Asbestos Containing Materials Survey Report for the above-mentioned property.

Should you have any questions regarding this report, please feel free to contact our office at (212) 545-1855.

Sincerely,

Advanced Environmental Corp.,

Edward Namath
Principal
New York City Certified Asbestos Investigator # 115329

Enclosure

# Advanced Environmental Corp.

**Asbestos Containing Materials Survey Report**

**For**

**The Greenwich Lane**

**140 West 12th Street, New York, NY (Formerly 134 West 12th Street, Reiss Building)**
**150 West 12th Street, New York, NY (Formerly 148 West 12th Street, Nurses Building)**
**160 West 12th Street, New York, NY (Formerly Raskob Smith Building)**
**155 West 11th Street, New York, NY (Formerly 7-15 Seventh Avenue, Coleman Link Building)**
**141-133 West 11th Street, New York, NY (Formerly 133 West 11th Street, Cronin Building)**
**145 West 11th Street, New York, NY (Formerly 143 West 11th Street, Spellman Building)**

**Prepared For:**

The Greenwich Lane
c/o Rudin Management Company, Inc.
345 Park Avenue - 33rd Floor
New York, NY 10154

**Prepared By:**

Advanced Environmental Corp.
347 Fifth Avenue, Suite 404
New York, New York 10016
(212) 545-1855

April 10, 2013

Project No. 2728.011

## Certification of Results

This report has been prepared by Advanced Environmental Corp., for the exclusive use of The Greenwich Lane and its designated agents. Photocopying of the document by parties other than those designated by client or use of the document for purposes other than it is intended or that is in conflict with terms and conditions of the executed contract between the parties.

Respectfully Submitted This 10th day of April, 2013.

Advanced Environmental Corp.

Edward Namath
Principal
New York City Certified Asbestos Investigator
Certification No. 115329



347 Fifth Avenue, Suite 404, New York, New York 10016 Phone 212-545-1855 Fax 212-545-0757

## TABLE OF CONTENTS

PAGE

**EXECUTIVE SUMMARY** ..... **1**

**1.0 PURPOSE AND SCOPE OF WORK** ..... **1**

**2.0 BUILDING DESCRIPTION** ..... **1**

**3.0 ASBESTOS SURVEY AND SAMPLING PROGRAM** ..... **2**
3.1 Inspection Personnel ..... 2
3.2 Analytical Methods ..... 2
3.3 Definition Of Key Inspection Terms ..... 3
3.4 Inspection Methods ..... 4

**4.0 OBSERVATIONS AND FINDINGS** ..... **5**
4.1 Materials Classified As ACM or PACM ..... 5
4.2 Material Classified As Non-Asbestos Containing Building Materials ..... 6
4.3 Inaccessible Areas ..... 8

**5.0 CORRECTIVE ACTION OPTIONS** ..... **8**

**6.0 RECOMMENDATIONS** ..... **9**

**7.0 LIMITATIONS** ..... **11**

## LIST OF APPENDICES

Appendix A Table 1 - ACBM Quantities, Condition Assessment, and Recommended Action
Appendix B PLM Sample Analysis Results
Appendix C TEM Sample Analysis Results
Appendix D Licenses and Certifications
Appendix E Laboratory Certifications

## Executive Summary

On January 31, 2013, Advanced Environmental Corp. (AEC) performed an asbestos survey of the buildings located at 134, 148, 160 West 12th Street, 7-15 Seventh Avenue & 133, 143 West 11th Street, New York, NY. It should be noted that the building address will be changing as follows:

140 West 12th Street, New York, NY (Formerly 134 West 12th Street, Reiss Building)
150 West 12th Street, New York, NY (Formerly 148 West 12th Street, Nurses Building)
160 West 12th Street, New York, NY (Raskob Smith Building)
155 West 11th Street, New York, NY (Formerly 7-15 Seventh Avenue, Coleman Link Building)
141-133 West 11th Street, New York, NY (Formerly 133 West 11th Street, Cronin Building)
145 West 11th Street, New York, NY (Formerly 143 West 11th Street, Spellman Building)

The scope of the survey included the inspection and identification of both friable and non-friable suspect ACM (friable materials can be reduced to powder under ordinary hand pressure). The object of this study was to:

- Locate, identify and quantify accessible ACM in the building.
- Submit a report detailing the observation and findings;
- Prepare an assessment of the condition of existing ACMs with recommendations.

The buildings are currently undergoing a demolition and /or gut rehabilitation and all friable accessible ACM has been removed in accordance with all legal requirements. The buildings are currently in various stages of demolition. The buildings located 7-15 Seventh Avenue and 133 West 11th Street are scheduled for complete demolition. The buildings located 134, 148, 160 West 12th Street and 143 West 11th Street are scheduled for partial demolition and will have the façade areas located on 11th Street, 12th Street and Seventh Avenue remaining.

Information from previous asbestos investigative surveys performed by AEC was utilized as a baseline to develop this report. An inspection was performed to visually locate, identify and quantify accessible ACMs. As part of a recent renovation survey, bulk samples of suspect materials were collected and submitted for analysis to determine asbestos content.

The following materials in the buildings are currently present and documented as asbestos containing based on sampling or assumed to contain asbestos:

134 West 12th Street, New York, NY (Reiss Building)

- Window Caulking on 12th Street Façade
- Tar on Exterior Face of Perimeter Columns
- Tar / Mesh on Exterior Face of Spandrel



347 Fifth Avenue, Suite 404, New York, New York 10016 Phone 212-545-1855 Fax 212-545-0757

148 West 12th Street, New York, NY (Nurses Building)
- Window Caulking on 12th Street Façade
- Transite Exhaust Stack – South East Façade

160 West 12th Street, New York, NY (Raskob Smith Building)
- Window Caulking on 12th Street & Seventh Avenue Façades
- Tar on Perimeter Columns
- Tar / Mesh on Exterior Face of Spandrel/Window Flashing

7-15 Seventh Avenue, New York, NY (Coleman Building)
- Tar Adhesive Material Applied to the Exterior Face of Perimeter Block Walls and Steel

133 West 11th Street, New York, NY (Cronin Building)
- Waterproofing Tar/Membrane on Exterior Columns

143 West 11th Street, New York, NY (Spellman Building)
- Window Caulking on 11th Street Façade
- Tar on Perimeter Columns
- Tar / Mesh on Exterior Face of Spandrel/Window Flashing

The following remaining suspect materials were found to be non-asbestos-containing based on prior sampling and analysis conducted as part of our past survey efforts:

134 West 12th Street, New York, NY (Reiss Building)
- Tar on Interior Perimeter Steel Columns
- Window Flashing Between Brick
- Roofing Membranes
- Roofing Insulation
- Caulking at Coping Stones

148 West 12th Street, New York, NY (Nurses Building)
- Roofing Membranes / Tarpapers
- Roofing Insulation
- Roof Membrane Joint Tar - Main Roof
- Tar on Vent pipes - H1 Roof
- Caulking / Sealants at Coping Stones
- Metal Cap Flashing Caulking / Sealant
- Bitumen Paint



347 Fifth Avenue, Suite 404, New York, New York 10016 Phone 212-545-1855 Fax 212-545-0757

- Cementitious Roofing Material – Lower Layer Plaster
- Red Fire Stopping
- Black Mastic / Paint Coating on Inside of Perimeter Walls

160 West 12th Street, New York, NY (Raskob Smith Building)
- Roofing Membranes
- Roofing Insulation
- Tar at Roof Seams
- Tar at Vent Pipes on Roof
- Caulk on Supports and Vent Pipes on Roof
- Caulk on Metal Cap on Roof
- Tar paper under Metal Cap

7-15 Seventh Avenue, New York, NY (Coleman Building)
- Spray Applied Fireproofing
- Red Fire Stopping

133 West 11th Street, New York, NY (Cronin Building)
- Vapor Barrier at Windows
- Tarpaper at East Columns Adjacent Townhouse on Floors 1, 2, 3 & 4

143 West 11th Street, New York, NY (Spellman Building)
- Roofing Membranes
- Roofing Tar / Sealants
- Coping Stone Caulking / Sealant

Limited exploratory demolition was performed to investigate or detect whether ACM may be present behind sealed areas (i.e. terracotta, brick and façade areas).

There is currently no remaining friable ACM in the buildings. The non-friable ACM perimeter wall tars and flashings are sealed behind façade walls on the exterior and terracotta or brick enclosures on the interior. All ACMs were found to be in good condition. Upon completion of demolition activities and future construction the only existing ACMs that will remain will be:

140 West 12th Street, New York, NY (Formerly 134 West 12th Street, Reiss Building)
- Tar on Exterior Face of Perimeter Columns – North Façade – Floors 1-7
- Tar / Mesh on Exterior Face of Spandrel – North Façade - Floors 1-7

160 West 12th Street, New York, NY (Formerly Raskob Smith Building)
- Tar on Perimeter Columns – Floors 1-11



347 Fifth Avenue, Suite 404, New York, New York 10016 Phone 212-545-1855 Fax 212-545-0757

- Tar / Mesh on Exterior Face of Spandrel – North and West Façades – Floors 1-11

145 West 11th Street, New York, NY (Formerly 143 West 11th Street, Spellman Building)

- Tar on Perimeter Columns – South Façade – Floors 1-9
- Tar / Mesh on Exterior Face of Spandrel – South Façade - Floors 1-9

All existing non-friable tars and flashings will remain enclosed behind façade walls and terracotta or brick enclosures, and therefore will not pose a hazard to future occupants.

Appendix A, Table 1 contains a complete listing of ACMs, estimated quantities, and condition assessments. The identified ACMs pose no exposure risk provided they are not directly contacted or disturbed such as during maintenance repair, or alteration activity.

Removal of the ACM's is not warranted unless a specific ACM will be impacted by a space renovation/demolition project where EPA NESHAPS, OSHA, or state and local regulations require such removal.

All work should be executed in accordance with all applicable Federal (EPA, OSHA), New York State Department of Labor (NYS-DOL) and New York City Department of Environmental Protection (NYC-DEP) regulations. NYS and NYC regulations require the use of licensed asbestos abatement contractors and third party air monitoring before, during, and after abatement activities

For all remaining ACM, AEC recommends these materials be maintained an Operations and Maintenance (O&M) Program until renovations require their removal. An O & M Program is a plan that identifies required work practices and procedures designed to minimize or eliminate the exposure of building occupants to asbestos fibers. Both building maintenance personnel and contractors retained to conduct maintenance and construction should be informed of the results of this survey as their activities may potentially impact ACM and release asbestos fibers.



347 Fifth Avenue, Suite 404, New York, New York 10016 Phone 212-545-1855 Fax 212-545-0757

## 1.0 Purpose And Scope Of Work

On January 31, 2013, Advanced Environmental Corp. (AEC) performed an asbestos survey of the buildings located at 134, 148, 160 West 12th Street, 7-15 Seventh Avenue & 133, 143 West 11th Street, New York, NY.

It should be noted that the building address will be changing as follows:

140 West 12th Street, New York, NY (Formerly 134 West 12th Street, Reiss Building)
150 West 12th Street, New York, NY (Formerly 148 West 12th Street, Nurses Building)
160 West 12th Street, New York, NY (Raskob Smith Building)
155 West 11th Street, New York, NY (Formerly 7-15 Seventh Avenue, Coleman Link Building)
141-133 West 11th Street, New York, NY (Formerly 133 West 11th Street, Cronin Building)
145 West 11th Street, New York, NY (Formerly 143 West 11th Street, Spellman Building)

The scope of the survey included the inspection and identification of both friable and non-friable suspect ACM (friable materials can be reduced to powder under ordinary hand pressure). The object of this study was to:

- Locate, identify and quantify accessible ACM in the building.
- Submit a report detailing the observation and findings; and;
- Prepare an assessment of the condition of existing ACMs with recommendations.

AEC utilized information from previous asbestos investigative surveys by AEC as a baseline to develop this report. An inspection was performed to visually locate, identify and quantify accessible ACMs. As part of a recent renovation survey, bulk samples of suspect materials were collected and submitted for analysis to determine asbestos content.

## 2.0 Building Description

The buildings are part of the former St Vincent Hospital Complex located at 134, 148, 160 West 12th Street, 7-15 Seventh Avenue & 133, 143 West 11th Street, New York, NY, NYC Department of Finance Block 607, Lot 1.

The buildings are currently undergoing a demolition and /or gut rehabilitation and all friable accessible ACM has been removed in accordance with all legal requirements. The buildings are currently in various stages of demolition. The buildings located 7-15 Seventh Avenue and 133 West 11th Street are scheduled for complete demolition. The buildings located 134, 148, 160 West 12th Street and 143 West 11th Street are scheduled for partial demolition and will have the façade areas located on 11th Street, 12th Street and Seventh Avenue remaining.



347 Fifth Avenue, Suite 404, New York, New York 10016 Phone 212-545-1855 Fax 212-545-0757

The buildings are constructed primarily of concrete and steel. The buildings superstructure consists of structural steel beams, columns, and concrete slab. The columns and deck are encased in concrete.

## 3.0 Asbestos Survey And Sampling Program

Prior to conducting the visual inspection, discussions with building management and super were conducted to determine the areas that have been abated and recently renovated. AEC utilized information from previous AEC asbestos investigative surveys as a baseline to develop this report.

### 3.1 Inspection Personnel

AEC personnel conducted a visual asbestos inspection throughout the facility. The inspector, Edward Namath is full-time AEC employee and an Environmental Protection Agency/Asbestos Hazard Emergency Response Act (EPA/AHERA) Inspector. In addition, Mr. Namath is a New York State Department of Health Licensed Asbestos Inspector (#92-00160 exp. 09/13) and New York City Department of Environmental Protection Certified Asbestos Investigator (# 115329 exp. 9/27/13).

An inspection was performed to visually locate, identify and quantify accessible ACMs. As part of a recent renovation survey, bulk samples of suspect materials were collected and submitted for analysis to determine asbestos content.

### 3.2 Analytical Methods

All samples collected were analyzed by AmeriSci New York (AmeriSci) located at 117 East 30th Street, New York, NY. AmeriSci's New York State Department of Health Environmental Laboratory Approval Program (ELAP) participant number is 11480.

For the purposes of this survey, two hundred thirty-eight (238) samples were submitted for petrography analysis using the EPA-endorsed Polarized Light Microscopy with Dispersion Staining (PLM/DS) method (EPA-600/M4-82-020).

The NYS-DOH requires that non-friable organically bound (NOB) materials (i.e. floor tiles, mastics, roofing) that do not show positive asbestos content by PLM must be further analyzed by ELAP item No. 198.4 protocol for Transmission Electron Microscopy (TEM) before they can be accepted as non-asbestos material. One hundred fifty-nine (159) samples of roofing, tars, caulking, flashings and sealants were further analyzed via TEM.

Samples were collected using wet techniques to prevent airborne fiber release. Each suspect material was sampled using a knife to cut through its entire thickness to ensure that a complete



347 Fifth Avenue, Suite 404, New York, New York 10016 Phone 212-545-1855 Fax 212-545-0757

cross section was obtained. The sample was then placed in an appropriately labeled container, which was sealed and submitted to the laboratory for analysis.

The lower limit of estimation of the asbestos percentage for the PLM/DS method is approximately 1% by volume, and therefore materials which have low asbestos content are usually listed as Trace or <1% (less than 1% by volume) and can be considered non asbestos-containing materials, according to Federal Regulations.

PLM bulk sample results can be found in Appendix B, and TEM Bulk Sample results can be found in Appendix C.

### 3.3 Definition Of Key Inspection Terms

Given the specific purposes of this inspection, the following definitions were used for the terms: suspect and non-suspect asbestos materials, homogeneous application or areas of suspect materials; inaccessible building areas, and confirmed asbestos-containing materials:

1. Suspect and Non-Suspect Materials: Suspect materials are defined as installed building materials that either were pre-formed (i.e., manufactured off-site) or were prepared and installed on-site and have a history of being manufactured with asbestos. For the purpose of this inspection, the following materials were considered non-suspect and were not assessed or sampled if observed:

    - Glass
    - Metal
    - Wood or Wood Components
    - Rubber or Synthetic Foam
    - Pink or Yellow Fiberglass Insulation on Pipes or Other Mechanical Components
    - Brick, Granite, Marble, or Other Stonework
    - Ceramic Tiles and Grouting
    - Carpeting, Curtains, Wallpaper or Other Synthetic Goods
    - Concrete or Mortar

2. Homogeneous Applications or Areas: Are suspect materials which serve the same function or purpose (e.g., floor or ceiling tiles); have similar color and texture; and were likely installed at or near the same time.

3. Inaccessible Building Areas: Are building areas, systems, structural components, or surfaces which could not be observed because: it was unsafe or impractical to disassemble or remove systems or covering; a human being cannot physically enter or observe the area or component; or we were denied access to an area or space. For the purposes of this



347 Fifth Avenue, Suite 404, New York, New York 10016 Phone 212-545-1855 Fax 212-545-0757

inspection, these inaccessible areas were limited to areas beneath concrete floor and roof slabs; any areas behind solid walls that were not opened or above solid plaster ceilings which had no openings.

Limited exploratory demolition was performed to investigate or detect whether ACM may be present behind sealed areas (i.e. pipe chases, in walls). All wall chases were opened at the time of our inspection and no suspect materials were observed on piping present. There is currently no accessible friable ACM.

Although AEC cannot conclusively determine the presence or absence of ACM in inaccessible areas of the building that could not be accessed, it is believed that the material in these areas are homogeneous based on our experience in similar type buildings, and as a result, are likely to be considered ACM.

4. Confirmed Asbestos-Containing Materials: Are suspect materials where at least one (1) of the collected bulk samples contained an asbestos concentration of 1% or more. According to EPA/AHERA criteria, all bulk samples of a homogeneous area of suspect ACM must be found to contain trace amounts or less than 1% asbestos to conclude that the material is not ACM.

5. Presumed Asbestos-Containing Materials (PACM): Means thermal system insulation and surfacing material found in buildings constructed no later than 1980. Building owners may demonstrate PACM does not contain asbestos by performing tests of the material containing PACM which determines that no asbestos is present. For the purposes of this survey, in occupied units, all flooring not clearly wood, cork, concrete, marble, or ceramic was PACM.

### 3.4 Inspection Methods

The inspection was conducted in a systematic manner using AEC's standard safety procedures and inspection steps. These steps included:

1. Interviews with knowledgeable building officials about construction and renovation details, utility systems, and review of available records that would help identify suspect materials in the building.

2. A detailed visual inspection of all accessible building areas to locate, quantify, and assess the condition of materials suspected to contain asbestos.

3. Collection of representative bulk samples of each homogeneous area of suspect material.



347 Fifth Avenue, Suite 404, New York, New York 10016 Phone 212-545-1855 Fax 212-545-0757

To prevent release of any airborne asbestos, these samples were collected by first carefully wetting the suspect materials, and then removing a small full-thickness sample and placing it in a sealed plastic bag.

4. Analysis of the bulk samples collected by AmeriSci, a NYS DOH ELAP and NVLAP-accredited laboratory using the EPA Polarized Light Microscopy (PLM) and / or Transmission Electron Microscopy (TEM).

5. A through review of the inspection findings, sampling protocols, and lab results to ensure proper and consistent identification and characterization of all asbestos-containing materials (ACM) and Presumed Asbestos Containing Materials (PACM).

## 4.0 Observations And Findings

This section discusses homogeneous applications of suspect materials and the results of any related bulk samples that were collected. It also assesses the condition of each homogeneous application that was determined to be asbestos-containing or presumed asbestos containing. Recommendations concerning these ACMs are presented in Appendix A Table 1 (attached). The following Sections, 4.1 and 4.2 summarize pertinent data about the homogeneous applications that were classified as ACM and non-ACM, respectively.

Appendix A, Table 1 summarizes ACM location, quantities, condition assessment, and recommended action.

### 4.1 Materials Classified As ACM or PACM

**A.** **Window Caulking:** Window caulking is present on the 11th Street façade of the Spellman Building, Seventh Avenue façade of the Raskob Smith Building and 12th Street façade of the Raskob Smith, Nurses and Reiss buildings. The caulking is considered a non-friable material that normally does not release airborne fibers because the fibers are bound within the matrix of the material.

The non-friable ACM caulking was found to be in good condition. This material is scheduled for removal as part of the building renovation and window replacement work.

**B.** **Tar on Perimeter Columns:** Waterproofing tar is present on perimeter columns of the Spellman Raskob Smith, Cronin and Reiss buildings. The tar is considered a non-friable material that normally does not release airborne fibers because the fibers are bound within the matrix of the material. The non-friable ACM tars are sealed behind façade walls on the exterior and terracotta or brick enclosures on the interior.



347 Fifth Avenue, Suite 404, New York, New York 10016 Phone 212-545-1855 Fax 212-545-0757

The non-friable ACM caulking tar was found to be in good condition. This material is scheduled for removal in areas of the building where demolition will occur. Upon completion of demolition activities and future construction all existing tars and flashings will remain enclosed behind remaining façade walls and terracotta or brick enclosures, and therefore will not pose a hazard to future occupants.

C. **Tar/Mesh on Exterior Spandrel Beams and Window Flashing:** A tar/mesh material is present on exterior spandrel beams and window flashings of the Spellman, Raskob Smith, and Reiss buildings. The tar is considered a non-friable material that normally does not release airborne fibers because the fibers are bound within the matrix of the material. The non-friable ACM tar/mesh is sealed behind façade walls on the exterior.

The non-friable ACM caulking tar was found to be in good condition. This material is scheduled for removal in areas of the building where demolition will occur and at window enlargement locations. Upon completion of demolition activities and future construction all existing tars and flashings will remain enclosed behind remaining façade walls, and therefore will not pose a hazard to future occupants.

D. **Tar Adhesive Material:** A tar adhesive material found applied to the exterior face of perimeter block walls and steel of the Coleman Building. The tar adhesive is considered a non-friable material that normally does not release airborne fibers because the fibers are bound within the matrix of the material. The non-friable ACM tar adhesive is sealed behind façade walls on the exterior.

The non-friable ACM caulking tar was found to be in good condition. This material is scheduled for removal as the entire building will be demolished.

E. **Transite Exhaust Stack:** A transite exhaust stack found anchored to the south east façade of the Nurses Building. The transite is considered a non-friable material that normally does not release airborne fibers because the fibers are bound within the matrix of the material.

The non-friable ACM transite stack was found to be in good condition. This material is scheduled for removal as the rear façade of building will be demolished.

### 4.2 Material Classified As Non-Asbestos Containing Building Materials

Laboratory analysis detected no asbestos or trace amounts in representative samples of the following suspect materials:

134 West 12th Street, New York, NY

- Tar on Interior Perimeter Steel Columns



347 Fifth Avenue, Suite 404, New York, New York 10016 Phone 212-545-1855 Fax 212-545-0757

- Window Flashing Between Brick
- Roofing Membranes
- Roofing Insulation
- Caulking at Coping Stones

148 West 12th Street, New York, NY

- Roofing Membranes / Tarpapers
- Roofing Insulation
- Roof Membrane Joint Tar - Main Roof
- Tar on Vent pipes - H1 Roof
- Caulking / Sealants at Coping Stones
- Metal Cap Flashing Caulking / Sealant
- Bitumen Paint
- Cementitious Roofing Material – Lower Layer Plaster
- Red Fire Stopping
- Black Mastic / Paint Coating on Inside of Perimeter Walls

160 West 12th Street, New York, NY

- Roofing Membranes
- Roofing Insulation
- Tar at Roof Seams
- Tar at Vent Pipes on Roof
- Caulk on Supports and Vent Pipes on Roof
- Caulk on Metal Cap on Roof
- Tar paper under Metal Cap

7-15 Seventh Avenue, New York, NY

- Spray Applied Fireproofing
- Red Fire Stopping

133 West 11th Street, New York, NY

- Vapor Barrier at Windows
- Tarpaper at East Columns Adjacent Townhouse on Floors 1, 2, 3 & 4

143 West 11th Street, New York, NY

- Roofing Membranes
- Roofing Tar / Sealants
- Coping Stone Caulking / Sealant



347 Fifth Avenue, Suite 404, New York, New York 10016 Phone 212-545-1855 Fax 212-545-0757

### 4.3 Inaccessible Areas

AEC's survey was non destructive in nature. Limited exploratory demolition was performed to investigate or detect whether ACM may be present behind sealed areas (i.e. pipe chases, in walls). All wall chases were opened at the time of our inspection and no suspect materials were observed on piping present. It is assumed pipe insulation is present in sealed floor slabs on the 11th floor, PH level and beneath the roof and terrace areas pitching slabs. There is currently no accessible friable ACM.

Although AEC cannot conclusively determine the presence or absence of ACM in inaccessible areas of the building that could not be accessed, it is believed that the material in these areas are homogeneous based on our experience in similar type buildings, and as a result, are likely to be considered ACM.

## 5.0 Corrective Action Options

AEC evaluated the condition and location of confirmed ACMs encountered during the survey to make recommendations for corrective action (if appropriate). Corrective action options range from managing the material in place to complete removal.

Corrective actions are designed to ensure the safety of all individuals who either work in the vicinity of the ACMs or perform duties which have the potential for ACMs disturbance. Selection of an appropriate corrective action is based upon the physical nature of the material, the potential for disturbance of the material, the configuration and functional use of the structure, local environmental conditions, and regulations. Final recommendations for corrective action are based on the professional expertise and judgment of the AEC using the EPA AHERA Final Rule as a guideline. The correction actions listed below outline the four types of control options recognized as acceptable by the US EPA.

Corrective Action Option I: Asbestos Management Plan and Operations and Maintenance Program (O & M Program)

Once asbestos-containing building materials are found in a building, an Asbestos Management Plan should be implemented. The Plan should include an Operations and Maintenance (O & M) Program that identifies required work practices and procedures designed to minimize or eliminate the exposure of building occupants to asbestos fibers. The O & M Program should be designed to achieve this goal by delineating proper maintenance, repair, and worker protection measures to be used in the building. This will ensure the prevention of airborne fiber release by minimizing asbestos disturbance or damage, and monitoring the conditions of the asbestos material. An O & M Program is recommended for each type of ACMs, including surfacing materials, thermal system insulation and miscellaneous materials.



347 Fifth Avenue, Suite 404, New York, New York 10016 Phone 212-545-1855 Fax 212-545-0757

Corrective Action Option II: Encapsulation

Encapsulation refers to the spraying of the ACMs with a sealant. Encapsulant are typically of the bridging (surface coating) or penetrative variety. The primary function of an encapsulant is to penetrate the ACMs, adhere to the substrate and form a tough skin over the material. Additionally, the encapsulant can withstand impact, is flexible, flame retardant, resists deterioration over time, and is generally not considered to be toxic. Care must be taken to ensure that the added weight of the encapsulant does not cause the base material to delaminate from its substrate surface due to the force of gravity.

Corrective Action Option III: Enclosure

Enclosure involves the construction of air-tight walls[2], ceilings or conduits around the ACMs. Design of the enclosure must address the potential release of fibers during construction, structural integrity to withstand the added weight of the enclosures, accessibility of utilities, and local fire and building codes.

Corrective Action Option IV: Removal

Removal involves, to the greatest extent practical, the complete removal, disposal, and replacement with a non-ACM product if necessary, of the asbestos-containing building material. Removal also requires encapsulation of the remaining structure to lock down residual fibers which may exist. Removal is generally required prior to renovation and/or demolition activities.

## 6.0 Recommendations

Recommended action(s) for each asbestos-containing building material encountered during the survey was determined by considering several hazard assessment factors including: physical condition; friability; accessibility; area activity; air movement; occupancy; and disturbance potential.

Specific recommendations for confirmed ACMs identified during the survey and their assigned Recommended Action are outlined in Appendix A, Table 1.

There is currently no accessible friable ACM at the site. As stated, the buildings located 134, 148, 160 West 12th Street and 143 West 11th Street are scheduled for partial demolition and will have the façade areas located on 11th Street, 12th Street and Seventh Avenue remaining. Upon completion of demolition activities and future construction all existing tars and flashings will remain enclosed behind façade walls and terracotta or brick enclosures, and therefore will not pose a hazard to future occupants.

In summary, the following ACM materials will be remaining:

[2] No enclosure will be totally air-tight, however, the enclosure must be designed to greatly reduce air movement across the enclosure boundary.



347 Fifth Avenue, Suite 404, New York, New York 10016 Phone 212-545-1855 Fax 212-545-0757

140 West 12th Street, New York, NY (Formerly 134 West 12th Street, Reiss Building)

- Tar on Exterior Face of Perimeter Columns – North Façade
- Tar / Mesh on Exterior Face of Spandrel – North Façade

160 West 12th Street, New York, NY (Formerly Raskob Smith Building)

- Tar on Perimeter Columns
- Tar / Mesh on Exterior Face of Spandrel – North and West Façades

145 West 11th Street, New York, NY (Formerly 143 West 11th Street, Spellman Building)

- Tar on Perimeter Columns – South Façade
- Tar / Mesh on Exterior Face of Spandrel – South Façade

Removal of the remaining ACM's is not warranted unless a specific ACM will be impacted by a space renovation/demolition project where EPA NESHAPS, OSHA, or state and local regulations require such removal.

All such work should be executed in accordance with all applicable Federal (EPA, OSHA), New York State Department of Labor (NYS-DOL) and New York City Department of Environmental Protection (NYC-DEP) regulations. NYS and NYC regulations require the use licensed asbestos abatement contractors and third party air monitoring before, during, and after abatement activities

For all ACM, AEC recommends these materials be maintained in accordance with an Operations and Maintenance (O&M) Program. An O & M Program is a plan that identifies required work practices and procedures designed to minimize or eliminate the exposure of building occupants to asbestos fibers. Both building maintenance personnel and contractors retained to conduct maintenance and construction should be informed of the results of this survey as their activities may potentially impact ACM and release asbestos fibers.

AEC recommends that the ongoing Operations & Maintenance Program continue to be utilized for all remaining areas that contain ACM.



347 Fifth Avenue, Suite 404, New York, New York 10016 Phone 212-545-1855 Fax 212-545-0757

## 7.0 Limitations

Although AEC uses trained and certified inspectors in attempting to locate and identify material potentially containing asbestos. AEC does not warrant that all asbestos containing materials have been identified. It is possible that additional materials containing asbestos were not found because they were not visible or accessible to the surveyor. Moreover, it is possible that the actual quantities of materials containing asbestos which can be determined during the detailed design of a removal project, may differ from the quantities of materials estimated during the survey.

Prepared by:

Edward Namath
Principal

Review by:

Robert Puorro
Principal



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**APPENDIX A**

**Table 1**

**ACBM Quantities, Condition, Assessment, And Recommended Action**

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**Table 1**
**ACBM Quantities, Condition, Assessment, And Recommended Action**
**The Greenwich Lane, New York, New York**

| *Location* | *Material Description* | *Estimated Quantity* | *Condition* | *Recommended Action* |
|---|---|---|---|---|
| 1st Floor – Coleman Building | Waterproofing Tar / Adhesive | 3,000 SF ± | Good | Scheduled for Removal |
| 2nd Floor – Coleman Building | Waterproofing Tar / Adhesive | 1,080 SF ± | Good | Scheduled for Removal |
| 3rd Floor – Coleman Building | Waterproofing Tar / Adhesive | 1,080 SF ± | Good | Scheduled for Removal |
| 4th Floor – Coleman Building | Waterproofing Tar / Adhesive | 1,080 SF ± | Good | Scheduled for Removal |
| 5th Floor – Coleman Building | Waterproofing Tar / Adhesive | 1,800 SF ± | Good | Scheduled for Removal |
| 6th Floor – Coleman Building | Waterproofing Tar / Adhesive | 2,735 SF ± | Good | Scheduled for Removal |
| 7th Floor – Coleman Building | Waterproofing Tar / Adhesive | 2,735 SF ± | Good | Scheduled for Removal |
| Ground Floor – Reiss Building South Façade | Tar on Exterior Face of Perimeter Columns<br>Tar / Mesh on Exterior Face of Spandrel | 405 SF ±<br>2,050 SF ± | Good | Scheduled for Removal |
| 2nd Floor– Reiss Building South Façade | Tar on Exterior Face of Perimeter Columns<br>Tar / Mesh on Exterior Face of Spandrel | 290 SF ±<br>425 SF ± | Good | Scheduled for Removal |
| 3rd Floor – Reiss Building South Façade | Tar on Exterior Face of Perimeter Columns<br>Tar / Mesh on Exterior Face of Spandrel | 270 SF ±<br>2,000 SF ± | Good | Scheduled for Removal |
| 4th Floor – Reiss Building South Façade | Tar on Exterior Face of Perimeter Columns<br>Tar / Mesh on Exterior Face of Spandrel | 200 SF ±<br>1,400 SF ± | Good | Scheduled for Removal |
| 1st – 9th Floors – Reiss Building North Façade | Window Caulking | 95 SF | Good | Scheduled for Removal |
| Ground Floor – Reiss Building North Façade | Tar on Exterior Face of Perimeter Columns<br>Tar / Mesh on Exterior Face of Spandrel | 405 SF ±<br>2,050 SF ± | Good | O&M |
| 2nd Floor– Reiss Building North Façade | Tar on Exterior Face of Perimeter Columns<br>Tar / Mesh on Exterior Face of Spandrel | 290 SF ±<br>425 SF ± | Good | O&M |
| 3rd Floor – Reiss Building | Tar on Exterior Face of | 270 SF ± | Good | O&M |

AEC

**Table 1**
**ACBM Quantities, Condition, Assessment, And Recommended Action**
**The Greenwich Lane, New York, New York**

| *Location* | *Material Description* | *Estimated Quantity* | *Condition* | *Recommended Action* |
|---|---|---|---|---|
| North Façade | Perimeter Columns<br>Tar / Mesh on Exterior Face of Spandrel | 2,000 SF ± | | |
| 4th Floor – Reiss Building North Façade | Tar on Exterior Face of Perimeter Columns<br>Tar / Mesh on Exterior Face of Spandrel | 200 SF ±<br>1,400 SF ± | Good | O&M |
| 5th Floor – Reiss Building North Façade | Tar on Exterior Face of Perimeter Columns<br>Tar / Mesh on Exterior Face of Spandrel | 200 SF ±<br>1,400 SF ± | Good | O&M |
| 6th Floor – Reiss Building North Façade | Tar on Exterior Face of Perimeter Columns<br>Tar / Mesh on Exterior Face of Spandrel | 200 SF ±<br>1,400 SF ± | Good | O&M |
| Floors 1 – 7 – Nurses Building | Transite Exhaust Shaft | 320 SF ± | Good | Scheduled for Removal |
| Floors 1 – 14, H1 – Nurses Building North Façade | Window Caulking | 210 SF ± | Good | Scheduled for Removal |
| Ground Floor through Floor 14 – Raskob Smith North / West Façade | Window Caulking | 280 SF ± | Good | Scheduled for Removal |
| Ground Floor – Raskob Smith Building – South Façade | Tar / Mesh on Exterior Face of Spandrel/Window Flashing | 1,260 SF ± | Good | Scheduled for Removal |
| 2nd Floor – Raskob Smith Building – South Façade | Tar / Mesh on Exterior Face of Spandrel/Window Flashing | 1,260 SF ± | Good | Scheduled for Removal |
| 3rd Floor – Raskob Smith Building – South Façade | Tar / Mesh on Exterior Face of Spandrel/Window Flashing | 1,260 SF ± | Good | Scheduled for Removal |
| 4th Floor – Raskob Smith Building – South Façade | Tar / Mesh on Exterior Face of Spandrel/Window Flashing | 1,260 SF ± | Good | Scheduled for Removal |
| 5th Floor – Raskob Smith Building – South Façade | Tar / Mesh on Exterior Face of Spandrel/Window Flashing | 1,260 SF ± | Good | Scheduled for Removal |
| 6th Floor – Raskob Smith Building – South Façade | Tar / Mesh on Exterior Face of Spandrel/Window Flashing | 1,260 SF ± | Good | Scheduled for Removal |
| 7th Floor – Raskob Smith Building – South Façade | Tar / Mesh on Exterior Face of Spandrel/Window Flashing | 1,260 SF ± | Good | Scheduled for Removal |
| 8th Floor – Raskob Smith Building – South Façade | Tar / Mesh on Exterior Face of Spandrel/Window Flashing | 1,260 SF ± | Good | Scheduled for Removal |

EA EC

**Table 1**
**ACBM Quantities, Condition, Assessment, And Recommended Action**
**The Greenwich Lane, New York, New York**

| *Location* | *Material Description* | *Estimated Quantity* | *Condition* | *Recommended Action* |
|---|---|---|---|---|
| Ground Floor – Raskob Smith Building – North/West Façade | Tar on Perimeter Columns<br>Tar / Mesh on Exterior Face of Spandrel | 2,400 SF ±<br>1,530 SF ± | Good | O&M |
| 2nd Floor – Raskob Smith Building – North/West Façade | Tar on Perimeter Columns<br>Tar / Mesh on Exterior Face of Spandrel | 2,400 SF ±<br>1,530 SF ± | Good | O&M |
| 3rd Floor – Raskob Smith Building – North/West Façade | Tar on Perimeter Columns<br>Tar / Mesh on Exterior Face of Spandrel | 2,400 SF ±<br>1,530 SF ± | Good | O&M |
| 4th Floor – Raskob Smith Building – North/West Façade | Tar on Perimeter Columns<br>Tar / Mesh on Exterior Face of Spandrel | 2,400 SF ±<br>1,530 SF ± | Good | O&M |
| 5th Floor – Raskob Smith Building – North/West Façade | Tar on Perimeter Columns<br>Tar / Mesh on Exterior Face of Spandrel | 2,400 SF ±<br>1,530 SF ± | Good | O&M |
| 6th Floor – Raskob Smith Building – South Façade | Tar on Perimeter Columns<br>Tar / Mesh on Exterior Face of Spandrel | 2,400 SF ±<br>1,530 SF ± | Good | O&M |
| 7th Floor – Raskob Smith Building – North/West Façade | Tar on Perimeter Columns<br>Tar / Mesh on Exterior Face of Spandrel | 2,400 SF ±<br>1,530 SF ± | Good | O&M |
| 8th Floor – Raskob Smith Building – North/West Façade | Tar on Perimeter Columns<br>Tar / Mesh on Exterior Face of Spandrel | 2,400 SF ±<br>1,530 SF ± | Good | O&M |
| 9th Floor – Raskob Smith Building – North/West Façade | Tar on Perimeter Columns<br>Tar / Mesh on Exterior Face of Spandrel | 2,400 SF ±<br>1,530 SF ± | Good | O&M |
| 10th Floor – Raskob Smith Building – North/West Façade | Tar on Perimeter Columns<br>Tar / Mesh on Exterior Face of Spandrel | 2,400 SF ±<br>1,530 SF ± | Good | O&M |
| 11th Floor – Raskob Smith Building – North/West Façade | Tar on Perimeter Columns<br>Tar / Mesh on Exterior Face of Spandrel | 2,400 SF ±<br>1,530 SF ± | Good | O&M |
| Ground Floor – Raskob Smith Building – South Façade | Tar on Perimeter Columns | 2,000 SF ± | Good | O&M |

**Table 1**
**ACBM Quantities, Condition, Assessment, And Recommended Action**
**The Greenwich Lane, New York, New York**

| *Location* | *Material Description* | *Estimated Quantity* | *Condition* | *Recommended Action* |
|---|---|---|---|---|
| 2nd Floor – Raskob Smith Building – South Façade | Tar on Perimeter Columns | 2,000 SF ± | Good | O&M |
| 3rd Floor – Raskob Smith Building – South Façade | Tar on Perimeter Columns | 2,000 SF ± | Good | O&M |
| 4th Floor – Raskob Smith Building – South Façade | Tar on Perimeter Columns | 2,000 SF ± | Good | O&M |
| 5th Floor – Raskob Smith Building – South Façade | Tar on Perimeter Columns | 2,000 SF ± | Good | O&M |
| 6th Floor – Raskob Smith Building – South Façade | Tar on Perimeter Columns | 2,000 SF ± | Good | O&M |
| 7th Floor – Raskob Smith Building – South Façade | Tar on Perimeter Columns | 2,000 SF ± | Good | O&M |
| 8th Floor – Raskob Smith Building – South Façade | Tar on Perimeter Columns | 2,000 SF ± | Good | O&M |
| 9th Floor – Raskob Smith Building – South Façade | Tar on Perimeter Columns | 2,000 SF ± | Good | O&M |
| 10th Floor – Raskob Smith Building – South Façade | Tar on Perimeter Columns | 2,000 SF ± | Good | O&M |
| 11th Floor – Raskob Smith Building – South Façade | Tar on Perimeter Columns | 2,000 SF ± | Good | O&M |
| Ground Floor – Spellman Building North Façade and East/West Partial Façade | Tar on Perimeter Columns<br>Tar / Mesh on Exterior Face of Spandrel | 1,560 SF ±<br>1,470 SF ± | Good | Scheduled for Removal |
| 2nd Floor – Spellman Building North Façade and East/West Partial Façade | Tar on Perimeter Columns<br>Tar / Mesh on Exterior Face of Spandrel/Window Flashing | 1,040 SF ±<br>1,470 SF ± | Good | Scheduled for Removal |
| 3rd Floor – Spellman Building North Façade and East/West Partial Façade | Tar on Perimeter Columns<br>Tar / Mesh on Exterior Face of Spandrel/Window Flashing | 1,040 SF ±<br>1,470 SF ± | Good | Scheduled for Removal |
| 4th Floor – Spellman Building North Façade and East/West Partial Façade | Tar on Perimeter Columns<br>Tar / Mesh on Exterior Face of Spandrel/Window Flashing | 1,040 SF ±<br>1,470 SF ± | Good | Scheduled for Removal |
| Ground Floor – Spellman Building South Façade | Tar on Perimeter Columns<br>Tar / Mesh on Exterior Face of Spandrel | 800 SF ±<br>660 SF ± | Good | O&M |

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**Table 1**
**ACBM Quantities, Condition, Assessment, And Recommended Action**
**The Greenwich Lane, New York, New York**

| *Location* | *Material Description* | *Estimated Quantity* | *Condition* | *Recommended Action* |
|---|---|---|---|---|
| 2nd Floor – Spellman Building South Façade | Tar on Perimeter Columns<br>Tar / Mesh on Exterior Face of Spandrel | 800 SF ±<br>660 SF ± | Good | O&M |
| 3rd Floor – Spellman Building South Façade | Tar on Perimeter Columns<br>Tar / Mesh on Exterior Face of Spandrel | 800 SF ±<br>660 SF ± | Good | O&M |
| 4th Floor – Spellman Building South Façade | Tar on Perimeter Columns<br>Tar / Mesh on Exterior Face of Spandrel | 800 SF ±<br>660 SF ± | Good | O&M |
| 5th Floor – Spellman Building South Façade | Tar on Perimeter Columns<br>Tar / Mesh on Exterior Face of Spandrel | 800 SF ±<br>660 SF ± | Good | O&M |
| 6th Floor – Spellman Building North South Façade | Tar on Perimeter Columns<br>Tar / Mesh on Exterior Face of Spandrel | 800 SF ±<br>660 SF ± | Good | O&M |
| 7th Floor – Spellman Building South Façade | Tar on Perimeter Columns<br>Tar / Mesh on Exterior Face of Spandrel | 800 SF ±<br>660 SF ± | Good | O&M |
| 8th Floor – Spellman South Façade | Tar on Perimeter Columns<br>Tar / Mesh on Exterior Face of Spandrel | 800 SF ±<br>660 SF ± | Good | O&M |
| 9th Floor – Spellman Building South Façade | Tar on Perimeter Columns<br>Tar / Mesh on Exterior Face of Spandrel | 1,100 SF ±<br>660 SF ± | Good | O&M |
| Ground through 9th Floor – Spellman Building South Façade | Window Caulking | 65 SF ± | Good | Scheduled for Removal |
| 1st Floor – Cronin Building on Exterior Columns | Waterproofing Tar/Membrane | 480 SF ± | Good | Scheduled for Removal |
| 2nd Floor – Cronin Building on Exterior Columns | Waterproofing Tar/Membrane | 264 SF ± | Good | Scheduled for Removal |
| 3rd Floor – Cronin Building on Exterior Columns | Waterproofing Tar/Membrane | 264 SF ±) | Good | Scheduled for Removal |
| 4th Floor – Cronin Building on Exterior Columns | Waterproofing Tar/Membrane | 264 SF ± | Good | Scheduled for Removal |

**APPENDIX B**

**PLM Sample Analysis Results**

AMERISCI

**AmeriSci New York**
117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

# PLM Bulk Asbestos Report

Advanced Environmental Corp.
Attn: Robert Puorro
347 Fifth Avenue
Suite 404
New York, NY 10016

**Date Received** 07/27/11 **AmeriSci Job #** 211076444
**Date Examined** 07/28/11 **P.O. #**
**ELAP #** 11480 **Page** 1 **of** 8
**RE:** 2728.001; Rudin West Village; Spellman, 143-147 West 11th Street, New York, NY

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 072611AS-92 | 211076444-01 | *No* | NAD (by NYS ELAP 198.1) by David W. Roderick on 07/28/11 |
| **Location:** Terracotta Tile Mortar, 10th Floor, Terrace | | | |
| **Analyst Description:** Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 100 % | | | |
| 072611AS-93 | 211076444-02 | *No* | NAD (by NYS ELAP 198.1) by David W. Roderick on 07/28/11 |
| **Location:** Terracotta Tile Mortar, 10th Floor, Terrace | | | |
| **Analyst Description:** Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 100 % | | | |
| 072611AS-94 | 211076444-03 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/28/11 |
| **Location:** Terracotta Tile Joint Caulk, 10th Floor, Terrace | | | |
| **Analyst Description:** Grey, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 5.4 % | | | |
| 072611AS-95 | 211076444-04 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/28/11 |
| **Location:** Terracotta Tile Joint Caulk, 10th Floor, Terrace | | | |
| **Analyst Description:** Grey, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 7.1 % | | | |
| 072611AS-96 | 211076444-05 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/28/11 |
| **Location:** Caulk Under Parapet Coping Stone, 10th Floor, Terrace | | | |
| **Analyst Description:** OffWhite, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 4.9 % | | | |

See Reporting notes on last page

AmeriSci Job #: **211076444**
Client Name: Advanced Environmental Corp.



# PLM Bulk Asbestos Report

2728.001; Rudin West Village; Spellman, 143-147 West 11th Street, New York, NY

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 072611AS-97 | 211076444-06 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/28/11 |
| **Location:** Caulk Under Parapet Coping Stone, 10th Floor, Terrace | | | |
| **Analyst Description:** OffWhite, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 7.3 % | | | |
| 072611AS-98 | 211076444-07 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/28/11 |
| **Location:** Parapet Coping Stone Joint Caulk, 10th Floor, Terrace | | | |
| **Analyst Description:** Grey, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 5.7 % | | | |
| 072611AS-99 | 211076444-08 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/28/11 |
| **Location:** Parapet Coping Stone Joint Caulk, 10th Floor, Terrace | | | |
| **Analyst Description:** Grey, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 6.2 % | | | |
| 072611AS-100 | 211076444-09 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/28/11 |
| **Location:** Parapet Flashing Membrane, 10th Floor, Terrace | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 1.7 % | | | |
| 072611AS-101 | 211076444-10 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/28/11 |
| **Location:** Parapet Flashing Membrane, 10th Floor, Terrace | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 2 % | | | |
| 072611AS-102 | 211076444-11 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/28/11 |
| **Location:** Caulk On Brick By Exterior Door, 10th Floor, Terrace | | | |
| **Analyst Description:** Grey, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 2.9 % | | | |

See Reporting notes on last page

AmeriSci Job #: **211076444**
Client Name: Advanced Environmental Corp.



# PLM Bulk Asbestos Report

2728.001; Rudin West Village; Spellman, 143-147 West 11th Street, New York, NY

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 072611AS-103 | 211076444-12 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/28/11 |
| **Location:** Caulk On Brick By Exterior Door, 10th Floor, Terrace | | | |
| **Analyst Description:** Grey, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 5.3 % | | | |
| 072611AS-104 | 211076444-13 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/28/11 |
| **Location:** Parapet Coping Stone Joint Caulk, Top Roof | | | |
| **Analyst Description:** Grey, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 4.5 % | | | |
| 072611AS-105 | 211076444-14 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/28/11 |
| **Location:** Parapet Coping Stone Joint Caulk, 9th Floor, Terrace | | | |
| **Analyst Description:** Grey, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 4.1 % | | | |
| 072611AS-106 | 211076444-15 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/28/11 |
| **Location:** Caulk On Vent Pipe, Top Roof | | | |
| **Analyst Description:** Grey, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 1 % | | | |
| 072611AS-107 | 211076444-16 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/28/11 |
| **Location:** Caulk On Vent Pipe, 9th Floor, Terrace | | | |
| **Analyst Description:** Grey, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 0.5 % | | | |
| 072611AS-108 | 211076444-17 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/28/11 |
| **Location:** Roof Membrane Joint Tar, Top Roof | | | |
| **Analyst Description:** Silver/Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 0.5 % | | | |

See Reporting notes on last page

AmeriSci Job #: **211076444**
Client Name: Advanced Environmental Corp.



# PLM Bulk Asbestos Report

2728.001; Rudin West Village; Spellman, 143-147 West 11th Street, New York, NY

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 072611AS-109 | 211076444-18 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/28/11 |
| **Location:** Roof Membrane Joint Tar, 9th Floor, Terrace | | | |
| **Analyst Description:** Silver/Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 0.5 % | | | |
| 072611AS-110 | 211076444-19 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/28/11 |
| **Location:** Tar On Parapet Wall Under Membrane, Top Roof | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 0.5 % | | | |
| 072611AS-111 | 211076444-20 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/28/11 |
| **Location:** Tar On Parapet Wall Under Membrane, 9th Floor, Terrace | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 1.3 % | | | |
| 072611AS-112 | 211076444-21 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/28/11 |
| **Location:** Tar, Bottom Layer, Layer 1, 10th Floor, Terrace | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 1.1 % | | | |
| 072611AS-113 | 211076444-22 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/28/11 |
| **Location:** Tar, Bottom Layer, Layer 1, 10th Floor, Terrace | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 1.1 % | | | |
| 072611AS-114 | 211076444-23 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/28/11 |
| **Location:** Roof Membrane, Layer 2, 10th Floor, Terrace | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 3.9 % | | | |

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AmeriSci Job #: **211076444**
Client Name: Advanced Environmental Corp.



# PLM Bulk Asbestos Report

2728.001; Rudin West Village; Spellman, 143-147 West 11th Street, New York, NY

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 072611AS-115 | 211076444-24 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/28/11 |
| **Location:** Roof Membrane, Layer 2, 10th Floor, Terrace | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 6.7 % | | | |
| 072611AS-116 | 211076444-25 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/28/11 |
| **Location:** Tar, Layer 3, 10th Floor, Terrace | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 0.5 % | | | |
| 072611AS-117 | 211076444-26 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/28/11 |
| **Location:** Tar, Layer 3, 10th Floor, Terrace | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 0.9 % | | | |
| 072611AS-118 | 211076444-27 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/28/11 |
| **Location:** Roof Membrane, Top Layer, Layer 4, 10th Floor, Terrace | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 6.2 % | | | |
| 072611AS-119 | 211076444-28 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/28/11 |
| **Location:** Roof Membrane, Top Layer, Layer 4, 10th Floor, Terrace | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 1.7 % | | | |
| 072611AS-120 | 211076444-29 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/28/11 |
| **Location:** Tar, Bottom Layer, Layer 1, 9th Floor, Terrace | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 0.7 % | | | |

See Reporting notes on last page

AmeriSci Job #: **211076444**
Client Name: Advanced Environmental Corp.



# PLM Bulk Asbestos Report

2728.001; Rudin West Village; Spellman, 143-147 West 11th Street, New York, NY

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 072611AS-121 | 211076444-30 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/28/11 |
| **Location:** Tar, Bottom Layer, Layer 1, Top Roof | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 0.6 % | | | |
| 072611AS-122 | 211076444-31 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/28/11 |
| **Location:** Roof Membrane, Top Layer, Layer 3, 9th Floor, Terrace | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 0.9 % | | | |
| 072611AS-123 | 211076444-32 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/28/11 |
| **Location:** Roof Membrane, Top Layer, Layer 3, Top Roof | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 0.4 % | | | |
| 072611AS-124 | 211076444-33 | *No* | NAD (by NYS ELAP 198.1) by David W. Roderick on 07/28/11 |
| **Location:** Cementitious Insulation, Middle Layer, Layer 2, 9th Floor, Terrace | | | |
| **Analyst Description:** Brown, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Cellulose 80 %, Non-fibrous 20 % | | | |
| 072611AS-125 | 211076444-34 | *No* | NAD (by NYS ELAP 198.1) by David W. Roderick on 07/28/11 |
| **Location:** Cementitious Insulation, Middle Layer, Layer 2, Top Roof | | | |
| **Analyst Description:** Brown, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Cellulose 80 %, Non-fibrous 20 % | | | |
| 072611AS-126 | 211076444-35 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/28/11 |
| **Location:** Tar, Bottom Layer, Layer 1, 9th Floor, Terrace, At Parapet Wall/ Flashing | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 0.6 % | | | |

See Reporting notes on last page

AmeriSci Job #: **211076444**
Client Name: Advanced Environmental Corp.



# PLM Bulk Asbestos Report

2728.001; Rudin West Village; Spellman, 143-147 West 11th Street, New York, NY

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 072611AS-127 | 211076444-36 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/28/11 |
| **Location:** Tar, Bottom Layer, Layer 1, Top Roof Of Parapet Wall/ Flashing | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 0.5 % | | | |
| 072611AS-128 | 211076444-37 | *No* | NAD (by NYS ELAP 198.1) by David W. Roderick on 07/28/11 |
| **Location:** Cementitious Insulation, Middle Layer, Layer 2, 9th Floor, Terrace, At Parapet Wall/ Flashing | | | |
| **Analyst Description:** Brown, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Cellulose 80 %, Non-fibrous 20 % | | | |
| 072611AS-129 | 211076444-38 | *No* | NAD (by NYS ELAP 198.1) by David W. Roderick on 07/28/11 |
| **Location:** Cementitious Insulation, Middle Layer, Layer 2, Top Roof At Parapet Wall/ Flashing | | | |
| **Analyst Description:** Brown, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Cellulose 80 %, Non-fibrous 20 % | | | |
| 072611AS-130 | 211076444-39 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/28/11 |
| **Location:** Roof Membrane, Top Layer, Layer 3, 9th Floor, Terrace, At Parapet Wall/ Flashing | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 1.1 % | | | |
| 072611AS-131 | 211076444-40 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/28/11 |
| **Location:** Roof Membrane, Top Layer, Layer 3, Top Roof At Parapet Wall/ Flashing | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 1.4 % | | | |
| 072611AS-132 | 211076444-41 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/28/11 |
| **Location:** 12"x12" Floor Tiles, Various, Cellar, Throughout | | | |
| **Analyst Description:** OffWhite, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 2.3 % | | | |

See Reporting notes on last page

Advanced Environmental Corp.

**Chain of Custody** Rudin West Village
**Client & Project Location** - Spellman, 143-147 West 11th Street, New York, NY

| Sample Number | Material | Location | Quantity |
|---|---|---|---|
| 072611AS-92 | Terracotta Tile Mortar | 10th Floor, Terrace | |
| 072611AS-93 | Terracotta Tile Mortar | 10th Floor, Terrace | |
| 072611AS-94 | Terracotta Tile Joint Caulk | 10th Floor, Terrace | |
| 072611AS-95 | Terracotta Tile Joint Caulk | 10th Floor, Terrace | 211076444 |
| 072611AS-96 | Caulk Under Parapet Coping Stone | 10th Floor, Terrace | |
| 072611AS-97 | Caulk Under Parapet Coping Stone | 10th Floor, Terrace | |
| 072611AS-98 | Parapet Coping Stone Joint Caulk | 10th Floor, Terrace | |
| 072611AS-99 | Parapet Coping Stone Joint Caulk | 10th Floor, Terrace | |
| 072611AS-100 | Parapet Flashing Membrane | 10th Floor, Terrace | |
| 072611AS-101 | Parapet Flashing Membrane | 10th Floor, Terrace | |
| 072611AS-102 | Caulk On Brick By Exterior Door | 10th Floor, Terrace | |
| 072611AS-103 | Caulk On Brick By Exterior Door | 10th Floor, Terrace | |

**Sample Type:** ☒ PLM ☒ TEM NOB ☐ Other _____ **Requested Completion Date/Time** 7/28/11 - 7:00 AM

**Sample #(s)** _____ **Total Samples #** _____ **Batch #** _____

**Relinquished by:** _____ **Date:** 7/27/11 **Time:** _____ **Project #** 2728.001

**Received by:** _____ **Date:** 7/27/11 **Time:** 1730 **Laboratory Name:** AmeriSci

**Special Instructions:** _____

347 Fifth Avenue, Suite 404, New York, NY 10016 - Phone 212-545-1855 Fax 212-545-0757



851
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PAGE 10/13

Advanced Environmental Corp.

**Chain of Custody** Rudin West Village
**Client & Project Location** – Spellman, 143-147 West 11th Street, New York, NY

| Sample Number | Material | Location | Quantity |
|---|---|---|---|
| 072611AS-104 | Parapet Coping Stone Joint Caulk | Top Roof | |
| 072611AS-105 | Parapet Coping Stone Joint Caulk | 9th Floor, Terrace | |
| 072611AS-106 | Caulk On Vent Pipe | Top Roof | |
| 072611AS-107 | Caulk On Vent Pipe | 9th Floor, Terrace | |
| 072611AS-108 | Roof Membrane Joint Tar | Top Roof | 211076444 |
| 072611AS-109 | Roof Membrane Joint Tar | 9th Floor, Terrace | |
| 072611AS-110 | Tar On Parapet Wall Under Membrane | Top Roof | |
| 072611AS-111 | Tar On Parapet Wall Under Membrane | 9th Floor, Terrace | |
| 072611AS-112 | Tar, Bottom Layer, Layer 1 | 10th Floor, Terrace | |
| 072611AS-113 | Tar, Bottom Layer, Layer 1 | 10th Floor, Terrace | |
| 072611AS-114 | Roof Membrane, Layer 2 | 10th Floor, Terrace | |
| 072611AS-115 | Roof Membrane, Layer 2 | 10th Floor, Terrace | |

**Sample Type:** ☒ PLM ☒ TEM NOB ☐ Other _____ **Requested Completion Date/Time** 7/28/11 - 7:00 AM

**Sample #(s)** _____ – _____ **Total Samples #** _____ **Batch #** _____

**Relinquished by:** _____ **Date:** 7/27/11 **Time:** _____ **Project #** 2728.001

**Received by:** _____ **Date:** 7/28/11 **Time:** 1730 **Laboratory Name:** AmeriSci

**Special Instructions:** _____

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852

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Advanced Environmental Corp.

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**Chain of Custody** Rudin West Village
**Client & Project Location** – Spellman, 143-147 West 11th Street, New York, NY

| Sample Number | Material | Location | Quantity |
|---|---|---|---|
| 072611AS-116 | Tar, Layer 3 | 10th Floor, Terrace | |
| 072611AS-117 | Tar, Layer 3 | 10th Floor, Terrace | |
| 072611AS-118 | Roof Membrane, Top Layer, Layer 4 | 10th Floor, Terrace | |
| 072611AS-119 | Roof Membrane, Top Layer, Layer 4 | 10th Floor, Terrace | 21 1076444 |
| 072611AS-120 | Tar, Bottom Layer, Layer 1 | 9th Floor, Terrace | |
| 072611AS-121 | Tar, Bottom Layer, Layer 1 | Top Roof | |
| 072611AS-122 | Roof Membrane, Top Layer, Layer 3 | 9th Floor, Terrace | |
| 072611AS-123 | Roof Membrane, Top Layer, Layer 3 | Top Roof | |
| 072611AS-124 | Cementitious Insulation, Middle Layer, Layer 2 | 9th Floor, Terrace | |
| 072611AS-125 | Cementitious Insulation, Middle Layer, Layer 2 | Top Roof | |
| 072611AS-126 | Tar, Bottom Layer, Layer 1 | 9th Floor, Terrace, at Parapet Wall/Flashing | |
| 072611AS-127 | Tar, Bottom Layer, Layer 1 | Top Roof at Parapet Wall/Flashing | |

**Sample Type:** ☒ PLM ☒ TEM NOB ☐ Other _____ **Requested Completion Date/Time** 7/28/11 - 7:00 AM

**Sample #(s)** _____ **Total Samples #** _____ **Batch #** _____

**Relinquished by:** _____ **Date:** 7/27/11 **Time:** _____ **Project #** 2728.001

**Received by:** _____ **Date:** 7/27/11 **Time:** 1730 **Laboratory Name:** AmeriSci

**Special Instructions:** _____

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853

PAGE 17/17

Advanced Environmental Corp.

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**Chain of Custody** Rudin West Village

**Client & Project Location** – Spellman, 143-147 West 11th Street, New York, NY

| Sample Number | Material | Location | Quantity |
|---|---|---|---|
| 072611AS-128 | Cementitious Insulation, Middle Layer, Layer 2 | 9th Floor, Terrace, at Parapet Wall/Flashing | |
| 072611AS-129 | Cementitious Insulation, Middle Layer, Layer 2 | Top Roof at Parapet Wall/Flashing | |
| 072611AS-130 | Roof Membrane, Top Layer, Layer 3 | 9th Floor, Terrace, at Parapet Wall/Flashing | |
| 072611AS-131 | Roof Membrane, Top Layer, Layer 3 | Top Roof at Parapet Wall/Flashing | 211076444 |
| 072611AS-132 | 12" x 12" Floor Tiles, Various | Cellar, Throughout | |
| 072611AS-133 | 12" x 12" Floor Tiles, Various | Cellar, Throughout | |
| 072611AS-134 | Floor Tiles Under 12" x 12" Floor Tiles, Various | Cellar, Throughout | |
| 072611AS-135 | Floor Tiles Under 12" x 12" Floor Tiles, Various | Cellar, Throughout | |
| | | | |
| | | | |
| | | | |

**Sample Type:** ☒ PLM ☒ TEM NOB ☐ Other _____ **Requested Completion Date/Time** 7/28/11 - 7:00 AM

**Sample #(s)** _____ **Total Samples #** _____ **Batch #** _____

**Relinquished by:** _____ **Date:** 7/27/11 **Time:** _____ **Project #** 2728.001

**Received by:** _____ **Date:** 7/28/11 **Time:** 1730 **Laboratory Name:** AmeriSci

**Special Instructions:** _____

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**AmeriSci New York**
117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

# PLM Bulk Asbestos Report

Advanced Environmental Corp.
Attn: Robert Puorro
347 Fifth Avenue
Suite 404
New York, NY 10016

**Date Received** 11/05/12 **AmeriSci Job #** 212111033
**Date Examined** 11/05/12 **P.O. #**
**ELAP #** 11480 **Page** 1 **of** 2
**RE:** 2728.001; Rudin West Village; Spellman, 143-147 West 11th Street, New York, NY

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 110212EN-31 | 212111033-01 | *Yes* | 4.8 % (by NYS ELAP 198.6) by Ella Babayeva on 11/06/12 |
| **Location:** Tar / Mesh / 2nd Floor East Spandrel | | | |
| **Analyst Description:** Black, Heterogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 4.8 %<br>**Other Material:** Non-fibrous 35.7 % | | | |
| 110212EN-32 | 212111033-02 | *Yes* | 4.6 % (by NYS ELAP 198.6) by Ella Babayeva on 11/06/12 |
| **Location:** Tar / Mesh / 2nd Floor East Spandrel | | | |
| **Analyst Description:** Black, Heterogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 4.6 %<br>**Other Material:** Non-fibrous 25.2 % | | | |
| 110212EN-33 | 212111033-03 | *Yes* | 8 % (by NYS ELAP 198.6) by Ella Babayeva on 11/06/12 |
| **Location:** Tar / 2nd Floor North East Column | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 8.0 %<br>**Other Material:** Non-fibrous 32.1 % | | | |
| 110212EN-34 | 212111033-04 | *Yes* | 7.4 % (by NYS ELAP 198.6) by Ella Babayeva on 11/06/12 |
| **Location:** Tar / 2nd Floor North East Column | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 7.4 %<br>**Other Material:** Non-fibrous 31.6 % | | | |
| 110212EN-35 | 212111033-05 | *Yes* | 6 % (by NYS ELAP 198.6) by Ella Babayeva on 11/06/12 |
| **Location:** Tar / 2nd Floor South Center Column | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 6.0 %<br>**Other Material:** Non-fibrous 26.9 % | | | |

See Reporting notes on last page

AmeriSci Job #: **212111033**
Client Name: Advanced Environmental Corp.



# PLM Bulk Asbestos Report

2728.001; Rudin West Village; Spellman, 143-147 West 11th Street, New York, NY

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 110212EN-36 | 212111033-06 | **Yes** | 6.1 % (by NYS ELAP 198.6) by Ella Babayeva on 11/05/12 |

**Location:** Tar / 2nd Floor South Center Column

**Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material
**Asbestos Types:** Chrysotile 6.1 %
**Other Material:** Non-fibrous 30.4 %

**Reporting Notes:**
Analyzed by: Ella Babayeva

*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop; PLM Bulk Asbestos Analysis by EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab Code 200546-0), ELAP PLM Method 198.1 for NY friable samples or 198.6 for NOB samples (NY ELAP Lab ID11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. AIHA Lab # 102843, RI Cert#AAL-094, CT Cert#PH-0185, Mass Cert#AA000054.

Reviewed By:_____ END OF REPORT

212111033

Advanced Environmental Corp.

**Chain of Custody** Rudin West Village
**Client & Project Location** - Spellman, 143-147 West 11th Street, New York, NY

| Sample Number | Material | Location | Quantity |
|---|---|---|---|
| 110212EN-31 | Tar/Mesh | 2nd Floor North East Spandrel | |
| 110212EN-32 | Tar/Mesh | 2nd Floor North East Spandrel | |
| 110212EN-33 | Tar | 2nd Floor North East Column | |
| 110212EN-34 | Tar | 2nd Floor North East Column | |
| 110212EN-35 | Tar | 2nd Floor South Center Column | |
| 110212EN-36 | Tar | 2nd Floor South Center Column | |
| | | | |
| | | | |
| | | | |
| | | | |

**Sample Type:** ☒ PLM ☒ TEM NOB ☐ Other _____ **Requested Completion Date/Time** 11/5/12 - 7:00 AM

**Sample #(s)** _____ -- _____ **Total Samples #** 6 **Batch #** _____

**Relinquished by:** _____ **Date:** 11/2/12 **Time:** _____ **Project #** 2728.001

**Received by:** _____ **Date:** 11/5/12 **Time:** 1017 **Laboratory Name:** AmeriSci

**Special Instructions:** _____



857

PAGE 04/04

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*AmeriSci New York*
117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

# PLM Bulk Asbestos Report

Advanced Environmental Corp.
Attn: Robert Puorro
347 Fifth Avenue
Suite 404
New York, NY 10016

Date Received 06/22/11 AmeriSci Job # 211064571
Date Examined 06/23/11 P.O. #
ELAP # 11480 Page 1 of 4
RE: 2728.001; Rudin West Village; Roof Areas; Reiss Building; 134 West 12th St., New York, NY

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 062111EN-01 | 211064571-01 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 06/23/11 |
| | **Location:** Roof Membrane Mechanical Roof Top Layer | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 22.3 % | | | |
| 062111EN-02 | 211064571-02 | *No* | NAD (by NYS ELAP 198.1) by David W. Roderick on 06/23/11 |
| | **Location:** Insulation Mechanical Roof 2nd Layer | | |
| **Analyst Description:** Brown, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Cellulose 70 %, Non-fibrous 30 % | | | |
| 062111EN-03 | 211064571-03 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 06/23/11 |
| | **Location:** Roof Membrane Mechanical Roof Bottom Layer | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 1.9 % | | | |
| 062111EN-04 | 211064571-04 | *Yes* | 6.3 % (by NYS ELAP 198.6) by David W. Roderick on 06/23/11 |
| | **Location:** Caulking Mechanical Roof At Copper Flashing | | |
| **Analyst Description:** Grey, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 6.2 %<br>**Other Material:** Non-fibrous 48.4 % | | | |
| 062111EN-05 | 211064571-05 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 06/23/11 |
| | **Location:** Sealant/ Caulk Mechanical Roof At Coping Stones | | |
| **Analyst Description:** Grey, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 8 % | | | |

See Reporting notes on last page

AmeriSci Job #: 211064571
Client Name: Advanced Environmental Corp.



# PLM Bulk Asbestos Report

2728.001; Rudin West Village; Roof Areas; Reiss Building; 134 West 12th St., New York, NY

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 062111EN-06 | 211064571-06 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 06/23/11 |
| **Location:** Roof Membrane Main Roof Top Layer | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 15.8 % | | | |
| 062111EN-07 | 211064571-07 | *No* | NAD (by NYS ELAP 198.1) by David W. Roderick on 06/23/11 |
| **Location:** Insulation Main Roof 2nd Layer | | | |
| **Analyst Description:** Brown, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Cellulose 70 %, Non-fibrous 30 % | | | |
| 062111EN-08 | 211064571-08 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 06/23/11 |
| **Location:** Roof Membrane Main Roof Bottom Layer | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 6.7 % | | | |
| 062111EN-09 | 211064571-09 | *Yes* | 6.2 % (by NYS ELAP 198.6) by David W. Roderick on 06/23/11 |
| **Location:** Caulking Main Roof At Copper Flashing | | | |
| **Analyst Description:** Grey, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 6.2 %<br>**Other Material:** Non-fibrous 40.4 % | | | |
| 062111EN-10 | 211064571-10 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 06/23/11 |
| **Location:** Sealant/ Caulk Main Roof At Coping Stones | | | |
| **Analyst Description:** Grey, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 10.2 % | | | |
| 062111EN-11 | 211064571-11 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 06/23/11 |
| **Location:** Roof Membrane 8th Floor South Roof Top Layer | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 13.6 % | | | |

See Reporting notes on last page

AmeriSci Job #: 211064571
Client Name: Advanced Environmental Corp.



# PLM Bulk Asbestos Report

2728.001; Rudin West Village; Roof Areas; Reiss Building; 134 West 12th St., New York, NY

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 062111EN-12 | 211064571-12 | *No* | NAD (by NYS ELAP 198.1) by David W. Roderick on 06/23/11 |
| **Location:** Insulation 8th Floor South Roof 2nd Layer | | | |
| **Analyst Description:** Brown, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Cellulose 70 %, Non-fibrous 30 % | | | |
| 062111EN-13 | 211064571-13 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 06/23/11 |
| **Location:** Roof Membrane 8th Floor South Roof Bottom Layer | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 8.2 % | | | |
| 062111EN-14 | 211064571-14 | *Yes* | 8.1 % (by NYS ELAP 198.6) by David W. Roderick on 06/23/11 |
| **Location:** Caulking 8th Floor South Roof At Copper Flashing | | | |
| **Analyst Description:** Grey, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 8.1 %<br>**Other Material:** Non-fibrous 50.4 % | | | |
| 062111EN-15 | 211064571-15 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 06/23/11 |
| **Location:** Roof Membrane 7th Floor Northwest Play Roof 1 Layer Over Concrete | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 7.1 % | | | |
| 062111EN-16 | 211064571-16 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 06/23/11 |
| **Location:** Roof Membrane (Hot Mop) 3rd Floor Crossover Roof Beneath Gravel | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 5.2 % | | | |
| 062111EN-17 | 211064571-17 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 06/23/11 |
| **Location:** Roof Membrane (Hot Mop) 3rd Floor Crossover Roof Beneath Gravel | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 0.7 % | | | |

See Reporting notes on last page

AmeriSci Job #: 211064571
Client Name: Advanced Environmental Corp.



# PLM Bulk Asbestos Report

2728.001; Rudin West Village; Roof Areas; Relss Building; 134 West 12th St., New York, NY

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 062111EN-18 | 211064571-18 | *Yes* | Trace (<0.25 % pc) (ELAP 198.6; 400pc) by David W. Roderick on 06/23/11 |
| **Location:** Caulking 3rd Floor Crossover Roof At Copper Flashing | | | |
| **Analyst Description:** Grey, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile <0.25 % pc, Anthophyllite <0.25 % pc<br>**Other Material:** Non-fibrous 50.6 % | | | |
| 062111EN-19 | 211064571-19 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 06/23/11 |
| **Location:** Sealant/ Caulk 3rd Floor Crossover Roof At Coping Stones | | | |
| **Analyst Description:** Grey, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 7.4 % | | | |
| 062111EN-20 | 211064571-20 | *Yes* | 8.1 % (by NYS ELAP 198.6) by David W. Roderick on 06/23/11 |
| **Location:** Tar/ Mastic 3rd Floor Crossover Roof At Corner On Copper | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 8.1 %<br>**Other Material:** Non-fibrous 14.1 % | | | |

Reporting Notes:

Analyzed by: David W. Roderick

*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop; PLM Bulk Asbestos Analysis by EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab Code 200546-0), ELAP PLM Method 198.1 for NY friable samples or 198.6 for NOB samples (NY ELAP Lab ID11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. AIHA Lab # 102843, RI Cert#AAL-094, CT Cert#PH-0186, Mass Cert#AA000054.

Reviewed By:_____ _____END OF REPORT_____

Chain of Custody Rudin West Village
Client & Project Location Roof Areas, Reiss Building, 134 West 12th St, New York, NY

EC Advanced Environmental Corp.

| Sample Number | Material | Location | Quantity |
|---|---|---|---|
| 062111EN-01 | Roof membrane | Mechanical Roof - top layer | |
| 062111EN-02 | Insulation | Mechanical Roof - 2nd layer 211064571 | |
| 062111EN-03 | Roof membrane | Mechanical Roof - bottom layer | |
| 062111EN-04 | Caulking | Mechanical Roof at copper flashing | |
| 062111EN-05 | Sealant / caulk | Mechanical Roof at Coping Stones | |
| 062111EN-06 | Roof membrane | Main Roof - top layer | |
| 062111EN-07 | Insulation | Main Roof - 2nd layer | |
| 062111EN-08 | Roof membrane | Main Roof - bottom layer | |
| 062111EN-09 | Caulking | Main Roof at copper flashing | |
| 062111EN-10 | Sealant / caulk | Main Roof at Coping Stones | |

Sample Type: ☒ PLM ☒ TEM NOB ☐ Other_____ Requested Completion Date/Time 6/23/11 - 7:00 AM

Sample #(s)_____ Total Samples # 20 Batch #_____

Relinquished by: [illegible] Date: 6/22/11 Time:_____ Project # 2708.001

Received by: [illegible] Date: 6/22 Time: 920 Laboratory Name:_____

Special Instructions: _____

347 Fifth Avenue, Suite 404, New York, NY 10016 - Phone 212-545-1855 Fax 212-545-0757

Chain of Custody Rudin West Village
Client & Project Location Roof Areas, Reiss Building, 134 West 12th St, New York, NY

EA Advanced Environmental Corp.

| | | | |
|---|---|---|---|
| 062111EN-11 | Roof membrane | 8th floor south roof - top layer | |
| 062111EN-12 | Insulation | 8th floor south roof - 2nd layer | 211064571 |
| 062111EN-13 | Roof membrane | 8th floor south roof - bottom layer | |
| 062111EN-14 | Caulking | 8th floor south roof at copper flashing | |
| 062111EN-15 | Roof membrane | 7th floor north west play roof - 1 layer over concrete | |
| 062111EN-16 | Roof Membrane (hot mop) | 3rd floor crossover roof beneath gravel | |
| 062111EN-17 | Roof Membrane (hot mop) | 3rd floor crossover roof beneath gravel | |
| 062111EN-18 | Caulking | 3rd floor crossover roof at copper flashing | |
| 062111EN-19 | Sealant / caulk | 3rd floor crossover roof at Coping Stones | |
| 062111EN-20 | Tar / Mastic | 3rd floor crossover roof at corner on copper | |

Sample Type: ☐ PLM ☐ TEM NOB ☐ Other_____ Requested Completion Date/Time 6/23/11 - 7:00 AM

Sample #(s)_____ - _____ Total Samples #_____ Batch #_____

Relinquished by:_____ Date: 6/22/11 Time:_____ Project #_____

Received by:_____ Date: 6/22 Time: 920 Laboratory Name:_____

Special Instructions:_____

AmeriSci Job #: 211064727
Client Name: Advanced Environmental Corp.



# PLM Bulk Asbestos Report

2728.001; Rudin West Village; Reiss Building, 134 West 12th Street, New York, NY

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 062211AS-55 | 211064727-55 | No | NAD (by NYS ELAP 198.6) by David W. Roderick on 06/23/11 |
| Location: 12" x 12" Floor Tile, Beige / 2nd Floor, Room 202 | | | |
| Analyst Description: OffWhite, Homogeneous, Non-Fibrous, Bulk Material<br>Asbestos Types:<br>Other Material: Non-fibrous 4.1 % | | | |
| 062211AS-56 | 211064727-56 | No | NAD (by NYS ELAP 198.6) by David W. Roderick on 06/23/11 |
| Location: 12" x 12" Floor Tile, Beige / 2nd Floor, Room 202 | | | |
| Analyst Description: OffWhite, Homogeneous, Non-Fibrous, Bulk Material<br>Asbestos Types:<br>Other Material: Non-fibrous 4.2 % | | | |
| 062211AS-57 | 211064727-57 | No | NAD (by NYS ELAP 198.6) by David W. Roderick on 06/23/11 |
| Location: Linoleum Floor, Wood Grain / 1st Floor, Room 173 | | | |
| Analyst Description: Brown/White, Homogeneous, Non-Fibrous, Bulk Material<br>Asbestos Types:<br>Other Material: Non-fibrous 2.9 % | | | |
| 062211AS-58 | 211064727-58 | No | NAD (by NYS ELAP 198.6) by David W. Roderick on 06/23/11 |
| Location: Linoleum Floor, Wood Grain / 1st Floor, Room 176 | | | |
| Analyst Description: Brown/White, Homogeneous, Non-Fibrous, Bulk Material<br>Asbestos Types:<br>Other Material: Non-fibrous 1.7 % | | | |
| 062211AS-59 | 211064727-59 | Yes | 8 % (by NYS ELAP 198.6) by David W. Roderick on 06/23/11 |
| Location: Original Exterior Window Caulk / Throughout | | | |
| Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material<br>Asbestos Types: Chrysotile 8.0 %<br>Other Material: Non-fibrous 24 % | | | |
| 062211AS-60 | 211064727-60 | Yes | 9.3 % (by NYS ELAP 198.6) by David W. Roderick on 06/23/11 |
| Location: Original Exterior Window Caulk / Throughout | | | |
| Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material<br>Asbestos Types: Chrysotile 9.3 %<br>Other Material: Non-fibrous 25.5 % | | | |

See Reporting notes on last page

Advanced Environmental Corp.
EC
21106 4727

Chain of Custody Rudin West Village
Client & Project Location – Reiss Building, 134 West 12th Street, New York, NY

| Sample Number | Material | Location | Quantity |
|---|---|---|---|
| 062211AS-51 | Linoleum Floor, Beige With Spots | 2nd Floor, Throughout Bathrooms | |
| 062211AS-52 | Linoleum Floor, Beige With Spots | 2rd Floor, Throughout Bathrooms | |
| 062211AS-53 | 12" x 12" Floor Tile, Beige, Patches | 2nd Floor, Throughout | |
| 062211AS-54 | 12" x 12" Floor Tile, Beige, Patches | 2rd Floor, Throughout | |
| 062211AS-55 | 12" x 12" Floor Tile, Beige, | 2nd Floor, Room 202 | |
| 062211AS-56 | 12" x 12" Floor Tile, Beige, | 2ed Floor, Room 202 | |
| 062211AS-57 | Linoleum Floor, Wood Grain | 1st Floor, Room 173 | |
| 062211AS-58 | Linoleum Floor, Wood Grain | 1st Floor, Room 176 | |
| 062211AS-59 | Original Exterior Window Caulk | Throughout | |
| 062211AS-60 | Original Exterior Window Caulk | Throughout | |
| | | | |

Sample Type: ☒ PLM ☒ TEM NOB ☐ Other_____ Requested Completion Date/Time 6/23/11 - 7:00 AM

Sample #(s)_____ – _____ Total Samples #_____ Batch #_____

Relinquished by:_____ Date: 6/22/11 Time:_____ Project # 2728.001

Received by:_____ Date: 6/22 Time: 1625 Laboratory Name: AmeriSci

Special Instructions: _____

347 Fifth Avenue, Suite 404, New York, NY 10016 - Phone 212-545-1855 Fax 212-545-0757

AMERISCI

**AmeriSci New York**
117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

# PLM Bulk Asbestos Report

Advanced Environmental Corp.
Attn: Robert Puorro
347 Fifth Avenue
Suite 404
New York, NY 10016

**Date Received** 11/09/12 **AmeriSci Job #** 212111764
**Date Examined** 11/10/12 **P.O. #**
**ELAP #** 11480 **Page** 1 **of** 2
**RE:** 2728.001; Rudin West Village; Reiss Building, 134 West 12th Street, NY, NY

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 110912EN- 01 | 212111764-01 | *No* | NAD (by NYS ELAP 198.6) by Ivan H. Reyes on 11/10/12 |
| **Location:** Tar - 2nd Floor South Column ( Interior ) | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 15.2 % | | | |
| 110912EN- 02 | 212111764-02 | *No* | NAD (by NYS ELAP 198.6) by Ivan H. Reyes on 11/10/12 |
| **Location:** Tar - 2nd Floor South Column ( Interior ) | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 22.8 % | | | |
| 110912EN- 03 | 212111764-03 | *Yes* | 13.7 % (by NYS ELAP 198.6) by Ivan H. Reyes on 11/10/12 |
| **Location:** Tar / Mesh - 2nd Floor Spandrel | | | |
| **Analyst Description:** Black, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 13.7 %<br>**Other Material:** Non-fibrous 27.4 % | | | |
| 110912EN- 04 | 212111764-04 | *Yes* | 3 % (by NYS ELAP 198.6) by Ivan H. Reyes on 11/10/12 |
| **Location:** Tar / Mesh - 2nd Floor Spandrel | | | |
| **Analyst Description:** Black, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 3.0 %<br>**Other Material:** Non-fibrous 21.5 % | | | |
| 110912EN- 05 | 212111764-05 | *No* | NAD (by NYS ELAP 198.6) by Ivan H. Reyes on 11/10/12 |
| **Location:** Tar / Membrane - 2nd Floor South Below Window Bricks | | | |
| **Analyst Description:** Black, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 19.9 % | | | |

See Reporting notes on last page

AmeriSci Job #: **212111764**
Client Name: Advanced Environmental Corp.



# PLM Bulk Asbestos Report

2728.001; Rudin West Village; Reiss Building, 134 West 12th Street, NY, NY

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 110912EN- 06 | 212111764-06 | *No* | NAD (by NYS ELAP 198.6) by Ivan H. Reyes on 11/10/12 |

**Location:** Tar / Membrane - 1st Floor Crossover Below Window Bricks

**Analyst Description:** Black, Homogeneous, Fibrous, Bulk Material
**Asbestos Types:**
**Other Material:** Non-fibrous 19.4 %

**Reporting Notes:**
Analyzed by: Ivan H. Reyes _____
*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop; PLM Bulk Asbestos Analysis by EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab Code 200546-0), ELAP PLM Method 198.1 for NY friable samples or 198.6 for NOB samples (NY ELAP Lab ID11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. AIHA Lab # 102843, RI Cert#AAL-094, CT Cert#PH-0186, Mass Cert#AA000054.

Reviewed By:_____ _____END OF REPORT_____

Advanced Environmental Corp.

**Chain of Custody** Rudin West Village
**Client & Project Location** - Reiss Building, 134 West 12th Street, NY, NY

| Sample Number | Material | Location | Quantity |
|---|---|---|---|
| 110912EN-01 | Tar | 2nd Floor South Column (interior) | |
| 110912EN-02 | Tar | 2nd Floor South Column (interior) | |
| 110912EN-03 | Tar / Mesh | 2nd Floor Spandrel | |
| 110912EN-04 | Tar / Mesh | 2nd Floor Spandrel | |
| 110912EN-05 | Tar / Membrane | 2nd Floor South below Window Bricks | |
| 110912EN-06 | Tar / Membrane | 1st Floor Crossover below Window Bricks | |
| | | | |
| | | | |
| | | 2121117764 | |
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**Sample Type:** ☒ PLM ☒ TEM NOB ☐ Other_____ **Requested Completion Date/Time** 11/10/12 - 7:00 AM

**Sample #(s)**_____ **Total Samples #** 6 **Batch #**_____

**Relinquished by:** [illegible] Ed Naman **Date:** 11/09/11 **Time:**_____ **Project #** 2728.001

**Received by:** [illegible] **Date:** 11/9/12 **Time:** 1645 **Laboratory Name:** AmeriSci

**Special Instructions:**_____

347 Fifth Avenue, Suite 404, New York, NY 10016 - Phone 212-545-1855 Fax 212-545-0757

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117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

# PLM Bulk Asbestos Report

Advanced Environmental Corp.
Attn: Robert Puorro
347 Fifth Avenue
Suite 404
New York, NY 10016

**Date Received** 11/05/12 **AmeriSci Job #** 212111030
**Date Examined** 11/05/12 **P.O.-#**
**ELAP #** 11480 **Page** 1 **of** 2
**RE:** 2728.001; Rudin West Village; Reiss Building, 134 West 12th Street. NY, NY (Report Amended 11/5/2012)

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 110212EN-41 | 212111030-01 | *Yes* | 6.4 % (by NYS ELAP 198.6) by Ella Babayeva on 11/05/12 |
| **Location:** Tar 1st Floor South Column (Exterior) | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 6.4 %<br>**Other Material:** Non-fibrous 22.2 % | | | |
| 110212EN-42 | 212111030-02 | *Yes* | 6.9 % (by NYS ELAP 198.6) by Ella Babayeva on 11/05/12 |
| **Location:** Tar 1st Floor South Column (Exterior) | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 6.9 %<br>**Other Material:** Non-fibrous 22.5 % | | | |
| 110212EN-43 | 212111030-03 | *No* | NAD (by NYS ELAP 198.6) by Ella Babayeva on 11/05/12 |
| **Location:** Tar/ Membrane 1st Floor South Below Window Bricks | | | |
| **Analyst Description:** Black, Heterogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 22.5 % | | | |
| 110212EN-44 | 212111030-04 | *No* | NAD (by NYS ELAP 198.6) by Ella Babayeva on 11/05/12 |
| **Location:** Tar/ Membrane 1st Floor South Below Window Bricks | | | |
| **Analyst Description:** Black, Heterogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 20.3 % | | | |
| 110212EN-45 | 212111030-05 | *No* | NAD (by NYS ELAP 198.6) by Ella Babayeva on 11/05/12 |
| **Location:** Tar 1st Floor East Column (Interior) | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 56.7 % | | | |

See Reporting notes on last page

AmeriSci Job #: **212111030**
Client Name: Advanced Environmental Corp.



# PLM Bulk Asbestos Report

2728.001; Rudin West Village; Reiss Building, 134 West 12th Street. NY, NY (Report Amended 11/5/2012)

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 110212EN-46 | 212111030-06 | *No* | NAD (by NYS ELAP 198.6) by Ella Babayeva on 11/05/12 |

**Location:** Tar 1st Floor East Column (Interior)

**Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material
**Asbestos Types:**
**Other Material:** Non-fibrous 41.3 %

**Reporting Notes:**

Analyzed by: Ella Babayeva _____

*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop; PLM Bulk Asbestos Analysis by EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab Code 200546-0), ELAP PLM Method 198.1 for NY friable samples or 198.6 for NOB samples (NY ELAP Lab ID11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. AIHA Lab # 102843, RI Cert#AAL-094, CT Cert#PH-0186, Mass Cert#AA000054.

Reviewed By:_____ _____END OF REPORT_____

2121110 30

Advanced Environmental Corp.

**Chain of Custody** Rudin West Village
**Client & Project Location** – Reiss Building, 134 West 12th Street, NY, NY

| Sample Number | Material | Location | Quantity |
|---|---|---|---|
| 110212EN-41 | Tar | 1st Floor South Column (exterior) | |
| 110212EN-42 | Tar | 1st Floor South Column (exterior) | |
| 110212EN-43 | Tar / Membrane | 1st Floor South below Window Bricks | |
| 110212EN-44 | Tar / Membrane | 1st Floor South below Window Bricks | |
| 110212EN-45 | Tar | 1st Floor East Column (interior) | |
| 110212EN-46 | Tar | 1st Floor East Column (interior) | |
| | | | |
| | | | |
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| | | | |

**Sample Type:** ☒ PLM ☒ TEM NOB ☐ Other_____ **Requested Completion Date/Time** 11/5/12 - 7:00 AM

**Sample #(s)**_____ – _____ **Total Samples #**_____ **Batch #**_____

**Relinquished by:** Eric Mon **Date:** 11/02/11 **Time:**_____ **Project #** 2728.001

**Received by:**_____ **Date:**_____ **Time:**_____ **Laboratory Name:** AmeriSci

**Special Instructions:**_____

Advanced Environmental Corp.
347 Fifth Avenue, Suite 404, New York, NY 10016 - Phone 212-545-1855 Fax 212-545-0757

AmeriSci Job #: **211073741**
Client Name: Advanced Environmental Corp.



# PLM Bulk Asbestos Report

2728.001; Rudin; Raskob Smith, 160 W. 12th Street, New York, NY

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 071411AS-74 | 211073741-06 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/15/11 |
| **Location:** Linoleum Floor, White / 1st Floor, Raskob Building, Room 02 | | | |
| **Analyst Description:** OffWhite, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 1.1 % | | | |
| 071411AS-75 | 211073741-07 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/15/11 |
| **Location:** Caulk Above Metal Cap Flashing / 12th Floor, Raskob Building, Roof | | | |
| **Analyst Description:** Grey, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 3.9 % | | | |
| 071411AS-76 | 211073741-08 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/15/11 |
| **Location:** Caulk Above Metal Cap Flashing / 11th Floor, Smith Building, Roof | | | |
| **Analyst Description:** Grey, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 11.2 % | | | |
| 071411AS-77 | 211073741-09 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/15/11 |
| **Location:** Tar On Roof Seams / 15th Floor, Raskob Building, Roof | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 32.9 % | | | |
| 071411AS-78 | 211073741-10 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/15/11 |
| **Location:** Tar On Roof Seams / 9th Floor, Smith Building, Roof | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 22.3 % | | | |
| 071411AS-79 | 211073741-11 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/15/11 |
| **Location:** Caulk On Support Pipes And Vent Pipes / 12th Floor, Raskob Building, Roof | | | |
| **Analyst Description:** Grey, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 1.6 % | | | |

See Reporting notes on last page

AmeriSci Job #: **211073741**
Client Name: Advanced Environmental Corp.



# PLM Bulk Asbestos Report

2728.001; Rudin; Raskob Smith, 160 W. 12th Street, New York, NY

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 071411AS-80 | 211073741-12 | *No* | NAD |
| **Location:** Caulk On Support Pipes And Vent Pipes / 12th Floor, Raskob Building, Roof | | | (by NYS ELAP 198.6) by David W. Roderick on 07/15/11 |
| **Analyst Description:** Grey, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 1.3 % | | | |
| 071411AS-81 | 211073741-13 | *No* | NAD |
| **Location:** Tar On Vent Pipes / 12th Floor, Raskob Building, Roof | | | (by NYS ELAP 198.6) by David W. Roderick on 07/15/11 |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 15.8 % | | | |
| 071411AS-82 | 211073741-14 | *No* | NAD |
| **Location:** Tar On Vent Pipes / 12th Floor, Raskob Building, Roof | | | (by NYS ELAP 198.6) by David W. Roderick on 07/15/11 |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 12.9 % | | | |
| 071411AS-83 | 211073741-15 | *Yes* | 6.5 % |
| **Location:** Parapet Coping Stone Joint Caulk / 16th Floor, Raskob Building, Roof | | | (by NYS ELAP 198.6) by David W. Roderick on 07/15/11 |
| **Analyst Description:** Grey, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 6.5 %<br>**Other Material:** Non-fibrous 13 % | | | |
| 071411AS-84 | 211073741-16 | *Yes* | 6.2 % |
| **Location:** Parapet Coping Stone Joint Caulk / 11th Floor, Smith Building, Roof | | | (by NYS ELAP 198.6) by David W. Roderick on 07/15/11 |
| **Analyst Description:** Grey, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 6.2 %<br>**Other Material:** Non-fibrous 13.8 % | | | |
| 071411AS-85 | 211073741-17 | *Yes* | 3.2 % |
| **Location:** Tar On Metal Cap Flashing / 12th Floor, Raskob Building, Roof | | | (by NYS ELAP 198.6) by David W. Roderick on 07/15/11 |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 3.2 %<br>**Other Material:** Non-fibrous 2.4 % | | | |

See Reporting notes on last page

AmeriSci Job #: **211073741**
Client Name: Advanced Environmental Corp.



# PLM Bulk Asbestos Report

2728.001; Rudin; Raskob Smith, 160 W. 12th Street, New York, NY

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 071411AS-86 | 211073741-18 | *Yes* | 12.4 % (by NYS ELAP 198.6) by David W. Roderick on 07/15/11 |
| **Location:** Tar On Metal Cap Flashing / 11th Floor, Smith Building, Roof | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 12.4 %<br>**Other Material:** Non-fibrous 15.6 % | | | |
| 071411AS-87 | 211073741-19 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/15/11 |
| **Location:** Tar Paper Under Metal Cap / 12th Floor, Raskob Building, Roof | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 4.2 % | | | |
| 071411AS-88 | 211073741-20 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/15/11 |
| **Location:** Tar Paper Under Metal Cap / 12th Floor, Raskob Building, Roof | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 4.8 % | | | |
| 071411AS-89 | 211073741-21 | *Yes* | 8.7 % (by NYS ELAP 198.6) by David W. Roderick on 07/15/11 |
| **Location:** Tar Patches On Exterior Brick Wall / Throughout Roofs | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 8.7 %<br>**Other Material:** Non-fibrous 17.5 % | | | |
| 071411AS-90 | 211073741-22 | *Yes* | 7.6 % (by NYS ELAP 198.6) by David W. Roderick on 07/15/11 |
| **Location:** Tar Patches On Exterior Brick Wall / Throughout Roofs | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 7.6 %<br>**Other Material:** Non-fibrous 17.1 % | | | |
| 071411AS-91 | 211073741-23 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/15/11 |
| **Location:** Tar Paper Bottom Layer, Layer 1 / 12th Floor, Raskob Building, Roof | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Fibrous glass 15 %, Non-fibrous 3 % | | | |

See Reporting notes on last page

AmeriSci Job #: **211073741**
Client Name: Advanced Environmental Corp.



# PLM Bulk Asbestos Report

2728.001; Rudin; Raskob Smith, 160 W. 12th Street, New York, NY

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 071411AS-92 | 211073741-24 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/15/11 |
| **Location:** Tar Paper, Bottom Layer, Layer 1 / 12th Floor, Raskob Building, Roof Pitch Pocket | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Fibrous glass 26 %, Non-fibrous 6.1 % | | | |
| 071411AS-93 | 211073741-25 | *No* | NAD (by NYS ELAP 198.1) by David W. Roderick on 07/15/11 |
| **Location:** Insulation, Layer 2 / 12th Floor, Raskob Building, Roof | | | |
| **Analyst Description:** Brown, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Cellulose 80 %, Non-fibrous 20 % | | | |
| 071411AS-94 | 211073741-26 | *No* | NAD (by NYS ELAP 198.1) by David W. Roderick on 07/15/11 |
| **Location:** Insulation, Layer 2 / 12th Floor, Raskob Building, Roof Pitch Pocket | | | |
| **Analyst Description:** Brown, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Cellulose 80 %, Non-fibrous 20 % | | | |
| 071411AS-95 | 211073741-27 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/15/11 |
| **Location:** Tar, Layer 3 / 12th Floor, Raskob Building, Roof | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 5.5 % | | | |
| 071411AS-96 | 211073741-28 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/15/11 |
| **Location:** Tar, Layer 3 / 12th Floor, Raskob Building, Roof Pitch Pocket | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 5.4 % | | | |
| 071411AS-97 | 211073741-29 | *No* | NAD (by NYS ELAP 198.1) by David W. Roderick on 07/15/11 |
| **Location:** Insulation, Layer 4 / 12th Floor, Raskob Building, Roof | | | |
| **Analyst Description:** Brown, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Cellulose 80 %, Non-fibrous 20 % | | | |

See Reporting notes on last page

AmeriSci Job #: **211073741**
Client Name: Advanced Environmental Corp.



# PLM Bulk Asbestos Report

2728.001; Rudin; Raskob Smith, 160 W. 12th Street, New York, NY

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 071411AS-98 | 211073741-30 | *No* | NAD (by NYS ELAP 198.1) by David W. Roderick on 07/15/11 |
| **Location:** Insulation, Layer 4 / 12th Floor, Raskob Building, Roof Pitch Pocket | | | |
| **Analyst Description:** Brown, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Cellulose 80 %, Non-fibrous 20 % | | | |
| 071411AS-99 | 211073741-31 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/15/11 |
| **Location:** Tar Paper, Layer 5 / 12th Floor, Raskob Building, Roof | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Fibrous glass 10 %, Non-fibrous 13.1 % | | | |
| 071411AS-100 | 211073741-32 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/15/11 |
| **Location:** Tar Paper, Layer 5 / 12th Floor, Raskob Building, Roof Pitch Pocket | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 7.7 % | | | |
| 071411AS-101 | 211073741-33 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/15/11 |
| **Location:** Roof Membrane, Top Layer, Layer 6 / 12th Floor, Raskob Building, Roof | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 3 % | | | |
| 071411AS-102 | 211073741-34 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/15/11 |
| **Location:** Roof Membrane, Top Layer, Layer 6 / 12th Floor, Raskob Building, Roof Pitch Pocket | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 7.7 % | | | |
| 071411AS-103 | 211073741-35 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/15/11 |
| **Location:** Tar Paper, Bottom Layer, Layer 1/ 11th Floor, Smith Building, Roof | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 15.7 % | | | |

See Reporting notes on last page

AmeriSci Job #: **211073741**
Client Name: Advanced Environmental Corp.



# PLM Bulk Asbestos Report

2728.001; Rudin; Raskob Smith, 160 W. 12th Street, New York, NY

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 071411AS-104 | 211073741-36 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/15/11 |
| **Location:** Tar Paper, Bottom Layer, Layer 1/ 11th Floor, Smith Building, Roof Pitch Pocket | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Fibrous glass 15 %, Non-fibrous 19.5 % | | | |
| 071411AS-105 | 211073741-37 | *No* | NAD (by NYS ELAP 198.1) by David W. Roderick on 07/15/11 |
| **Location:** Insulation, Layer 2 / 11th Floor, Smith Building, Roof | | | |
| **Analyst Description:** Brown, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Cellulose 80 %, Non-fibrous 20 % | | | |
| 071411AS-106 | 211073741-38 | *No* | NAD (by NYS ELAP 198.1) by David W. Roderick on 07/15/11 |
| **Location:** Insulation, Layer 2 / 11th Floor, Smith Building, Roof Pitch Pocket | | | |
| **Analyst Description:** Brown, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Cellulose 80 %, Non-fibrous 20 % | | | |
| 071411AS-107 | 211073741-39 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/15/11 |
| **Location:** Tar, Layer 3 / 11th Floor, Smith Building, Roof | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 6 % | | | |
| 071411AS-108 | 211073741-40 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/15/11 |
| **Location:** Tar, Layer 3 / 11th Floor, Smith Building, Roof Pitch Pocket | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 6.6 % | | | |
| 071411AS-109 | 211073741-41 | *No* | NAD (by NYS ELAP 198.1) by David W. Roderick on 07/15/11 |
| **Location:** Insulation, Layer 4 / 11th Floor, Smith Building, Roof | | | |
| **Analyst Description:** Brown, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Cellulose 80 %, Non-fibrous 20 % | | | |

See Reporting notes on last page

AmeriSci Job #: **211073741**
Client Name: Advanced Environmental Corp.



# PLM Bulk Asbestos Report

2728.001; Rudin; Raskob Smith, 160 W. 12th Street, New York, NY

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 071411AS-110 | 211073741-42 | *No* | NAD (by NYS ELAP 198.1) by David W. Roderick on 07/15/11 |
| **Location:** Insulation, Layer 4 / 11th Floor, Smith Building, Roof Pitch Pocket | | | |
| **Analyst Description:** Brown, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Cellulose 80 %, Non-fibrous 20 % | | | |
| 071411AS-111 | 211073741-43 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/15/11 |
| **Location:** Tar Paper, Layer 5 / 11th Floor, Smith Building, Roof | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Fibrous glass 10 %, Non-fibrous 8.9 % | | | |
| 071411AS-112 | 211073741-44 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/15/11 |
| **Location:** Tar Paper, Layer 5 / 11th Floor, Smith Building, Roof Pitch Pocket | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Fibrous glass 15 %, Non-fibrous 7.8 % | | | |
| 071411AS-113 | 211073741-45 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/15/11 |
| **Location:** Roof Membrane, Top Layer, Layer 6 / 11th Floor, Smith Building, Roof | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 5 % | | | |
| 071411AS-114 | 211073741-46 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/15/11 |
| **Location:** Roof Membrane, Top Layer, Layer 6 / 11th Floor, Smith Building, Roof Pitch Pocket | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 5.2 % | | | |
| 071411AS-115 | 211073741-47 | *No* | NAD (by NYS ELAP 198.1) by David W. Roderick on 07/15/11 |
| **Location:** Spray-On Fireproofing / Sub-Basement, Smith Building, Kitchen Lounge Area | | | |
| **Analyst Description:** Grey, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Cellulose 30 %, Fibrous glass 5 %, Non-fibrous 65 % | | | |

See Reporting notes on last page

Advanced Environmental Corp.

**Chain of Custody** Rudin

**Client & Project Location** -Raskob Smith 160 W12th Street, New York, NY

211073741

| Sample Number | Material | Location | Quantity |
|---|---|---|---|
| 071411AS-69 | 12" x 12" Floor Tiles, Beige | 1st th Floor, Raskob Building, Room 22 | |
| 071411AS-70 | 12" x 12" Floor Tiles, Beige | 1st th Floor, Raskob Building, Room 16 | |
| 071411AS-71 | 12" x 12" Floor Tiles, White/Grey | 1st th Floor, Hallway, Raskob Building | |
| 071411AS-72 | 12" x 12" Floor Tiles, White/Grey | 1st th Floor, Hallway, Raskob Building | |
| 071411AS-73 | Linoleum Floor, White | 1st th Floor, Raskob Building, Room 18 | |
| 071411AS-74 | Linoleum Floor, White | 1st th Floor, Raskob Building, Room 02 | |
| 071411AS-75 | Caulk Above Metal Cap Flashing | 12th Floor, Raskob Building, Roof | |
| 071411AS-76 | Caulk Above Metal Cap Flashing | 11th Floor, Smith Building, Roof | |
| 071411AS-77 | Tar on Roof Seams | 15th Floor, Raskob Building, Roof | |
| 071411AS-78 | Tar on Roof Seams | 9th Floor, Smith Building, Roof | |
| 071411AS-79 | Caulk on Support Pipes and Vent Pipes | 12th Floor, Raskob Building, Roof | |
| 071411AS-80 | Caulk on Support Pipes and Vent Pipes | 12th Floor, Raskob Building, Roof | |

**Sample Type:** ☒ PLM ☒ TEM NOB ☐ Other _____ **Requested Completion Date/Time** 07/15/11 - 7:00 AM

**Sample #(s)** _____ **Total Samples #** _____ **Batch #** _____

**Relinquished by:** _____ **Date:** 7/14/11 **Time:** _____ **Project #** 2728.001

**Received by:** _____ **Date:** 7/14 **Time:** 1430 **Laboratory Name:** AmeriSci

**Special Instructions:** _____

347 Fifth Avenue, Suite 404, New York, NY 10016 - Phone 212-545-1855 Fax 212-545-0757

Advanced Environmental Corp.

Chain of Custody Rudin

Client & Project Location Raskob Smith 160 W12th Street, New York, NY

AEC 211073741

| Sample Number | Material | Location | Quantity |
|---|---|---|---|
| 071411AS-81 | Tar on Vent Pipes | 12th Floor, Raskob Building, Roof | |
| 071411AS-82 | Tar on Vent Pipes | 12th Floor, Raskob Building, Roof | |
| 071411AS-83 | Parapet Coping Stone Joint Caulk | 16th Floor, Raskob Building, Roof | |
| 071411AS-84 | Parapet Coping Stone Joint Caulk | 11th Floor, Smith Building, Roof | |
| 071411AS-85 | Tar on Metal Cap Flashing | 12th Floor, Raskob Building, Roof | |
| 071411AS-86 | Tar on Metal Cap Flashing | 11th Floor, Smith Building, Roof | |
| 071411AS-87 | Tar Paper Under Metal Cap | 12th Floor, Raskob Building, Roof | |
| 071411AS-88 | Tar Paper Under Metal Cap | 12th Floor, Raskob Building, Roof | |
| 071411AS-89 | Tar Patches on Exterior Brick Wall | Throughout Roofs | |
| 071411AS-90 | Tar Patches on Exterior Brick Wall | Throughout Roofs | |
| 071411AS-91 | Tar Paper, Bottom Layer, Layer 1 | 12th Floor, Raskob Building, Roof | |

Sample Type: ☒ PLM ☒ TEM NOB ☐ Other _____ Requested Completion Date/Time 07/15/11 - 7:00 AM

Sample #(s) _____ – _____ Total Samples # _____ Batch # _____

Relinquished by: _____ Date: 7/14/11 Time: _____ Project # 2728.001

Received by: _____ Date: 7/14 Time: 1630 Laboratory Name: AmeriSci

Special Instructions: _____



880

**Chain of Custody** Rudin
**Client & Project Location** -Raskob Smith 160 W12th Street, New York, NY

EC 211073741

| Sample Number | Material | Location | Quantity |
|---|---|---|---|
| 071411AS-92 | Tar Paper, Bottom Layer, Layer 1 | 12th Floor, Raskob Building, Roof Pitch Pocket | |
| 071411AS-93 | Insulation, Layer 2 | 12th Floor, Raskob Building, Roof | |
| 071411AS-94 | Insulation, Layer 2 | 12th Floor, Raskob Building, Roof Pitch Pocket | |
| 071411AS-95 | Tar, Layer 3 | 12th Floor, Raskob Building, Roof | |
| 071411AS-96 | Tar, Layer 3 | 12th Floor, Raskob Building, Roof Pitch Pocket | |
| 071411AS-97 | Insulation, Layer 4 | 12th Floor, Raskob Building, Roof | |
| 071411AS-98 | Insulation, Layer 4 | 12th Floor, Raskob Building, Roof Pitch Pocket | |
| 071411AS-99 | Tar Paper, Layer 5 | 12th Floor, Raskob Building, Roof | |
| 071411AS-100 | Tar Paper, Layer 5 | 12th Floor, Raskob Building, Roof Pitch Pocket | |
| 071411AS-101 | Roof Membrane, Top Layer, Layer 6 | 12th Floor, Raskob Building, Roof | |
| 071411AS-102 | Roof Membrane, Top Layer, Layer 6 | 12th Floor, Raskob Building, Roof Pitch Pocket | |
| 071411AS-103 | Tar Paper, Bottom Layer, Layer 1 | 11th Floor, Smith Building, Roof | |

**Sample Type:** ☒ PLM ☒ TEM NOB ☐ Other _____ **Requested Completion Date/Time** 07/15/11 - 7:00 AM

**Sample #(s)** _____ **Total Samples #** _____ **Batch #** _____

**Relinquished by:** _____ **Date:** 7/14/11 **Time:** _____ **Project #** 2728.001

**Received by:** _____ **Date:** 7/14 **Time:** 1630 **Laboratory Name:** AmeriSci

**Special Instructions:** _____

347 Fifth Avenue, Suite 404, New York, NY 10016 - Phone 212-545-1855 Fax 212-545-0757

Advanced Environmental Corp.

EC 211073741

**Chain of Custody** Rudin

**Client & Project Location** -Raskob Smith 160 W12th Street, New York, NY

| Sample Number | Material | Location | Quantity |
|---|---|---|---|
| 071411AS-104 | Tar Paper, Bottom Layer, Layer 1 | 11th Floor, Smith Building, Roof Pitch Pocket | |
| 071411AS-105 | Insulation, Layer 2 | 11th Floor, Smith Building, Roof | |
| 071411AS-106 | Insulation, Layer 2 | 11th Floor, Smith Building, Roof Pitch Pocket | |
| 071411AS-107 | Tar, Layer 3 | 11th Floor, Smith Building, Roof | |
| 071411AS-108 | Tar, Layer 3 | 11th Floor, Smith Building, Roof Pitch Pocket | |
| 071411AS-109 | Insulation, Layer 4 | 11th Floor, Smith Building, Roof | |
| 071411AS-110 | Insulation, Layer 4 | 11th Floor, Smith Building, Roof Pitch Pocket | |
| 071411AS-111 | Tar Paper, Layer 5 | 11th Floor, Smith Building, Roof | |
| 071411AS-112 | Tar Paper, Layer 5 | 11th Floor, Smith Building, Roof Pitch Pocket | |
| 071411AS-113 | Roof Membrane, Top Layer, Layer 6 | 11th Floor, Smith Building, Roof | |
| 071411AS-114 | Roof Membrane, Top Layer, Layer 6 | 11th Floor, Smith Building, Roof Pitch Pocket | |
| 071411AS-115 | Spray-On Fireproofing | Sub-Basement, Smith Building, Kitchen Lounge Area | |
| 071411AS-116 | Spray-On Fireproofing | Sub-Basement, Smith Building, Kitchen Lounge Area | |

**Sample Type:** ☒ PLM ☒ TEM NOB ☐ Other_____ **Requested Completion Date/Time** 07/15/11 - 7:00 AM

**Sample #(s)** _____ **Total Samples #**_____ **Batch #**_____

**Relinquished by:** _____ **Date:** 7/14/11 **Time:**_____ **Project #** 2728.001

**Received by:** _____ **Date:** 7/14 **Time:** 1430 **Laboratory Name:** AmeriSci

**Special Instructions:** _____

347 Fifth Avenue, Suite 404, New York, NY 10016 - Phone 212-545-1855 Fax 212-545-0757

AMERI SCI

**AmeriSci New York**
117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

# PLM Bulk Asbestos Report

Advanced Environmental Corp.
Attn: Robert Puorro
347 Fifth Avenue
Suite 404
New York, NY 10016

**Date Received** 07/11/11 **AmeriSci Job #** 211072874
**Date Examined** 07/12/11 **P.O. #**
**ELAP #** 11480 **Page** 1 **of** 10
**RE:** 2604.020; Rudin; Rascob Smith 160 W. 12th Street, New York, NY

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 071111AS-01 | 211072874-01 | *Yes* | 10.5 % (by NYS ELAP 198.6) by Tara L. Fisher on 07/12/11 |
| **Location:** Tar On Interior Wall, Fan Room, 12th Floor | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 10.5 %<br>**Other Material:** Non-fibrous 34.3 % | | | |
| 071111AS-02 | 211072874-02 | *Yes* | 10.9 % (by NYS ELAP 198.6) by Tara L. Fisher on 07/12/11 |
| **Location:** Tar On Interior Wall, 11th Floor, Room 01 | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 10.9 %<br>**Other Material:** Non-fibrous 32.6 % | | | |
| 071111AS-03 | 211072874-03 | *Yes* | 3.5 % (by NYS ELAP 198.6) by Tara L. Fisher on 07/12/11 |
| **Location:** Exterior Window Caulk, Throughout | | | |
| **Analyst Description:** Grey, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 3.5 %<br>**Other Material:** Non-fibrous 12.2 % | | | |
| 071111AS-04 | 211072874-04 | *Yes* | 4.5 % (by NYS ELAP 198.6) by Tara L. Fisher on 07/12/11 |
| **Location:** Exterior Window Caulk, Throughout | | | |
| **Analyst Description:** Grey, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 4.5 %<br>**Other Material:** Non-fibrous 11.1 % | | | |
| 071111AS-05 | 211072874-05 | *No* | NAD (by NYS ELAP 198.6) by Tara L. Fisher on 07/12/11 |
| **Location:** 12"x12" Floor Tile, Olive, 12th Floor, Staircase D | | | |
| **Analyst Description:** Beige, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 9.7 % | | | |

See Reporting notes on last page

**AmeriSci New York**
117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

# PLM Bulk Asbestos Report

Advanced Environmental Corp.
Attn: Robert Puorro
347 Fifth Avenue
Suite 404
New York, NY 10016

**Date Received** 11/05/12 **AmeriSci Job #** 212111032
**Date Examined** 11/05/12 **P.O. #**
**ELAP #** 11480 **Page** 1 **of** 5
**RE:** 2728.001; Rudin West Village; Raskob Smith; 160 W 12th St., New York, NY

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 110212-EN-01 | 212111032-01 | *Yes* | 2.5 % (ELAP 198.6; 400pc) by Bella J. Chernis on 11/05/12 |
| **Location:** Tar 16th Floor Column | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 2.5 %<br>**Other Material:** Non-fibrous 61.2 % | | | |
| 110212-EN-02 | 212111032-02 | *Yes* | 5 % (by NYS ELAP 198.6) by Bella J. Chernis on 11/05/12 |
| **Location:** Tar 16th Floor Column | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 5.0 %<br>**Other Material:** Non-fibrous 45.3 % | | | |
| 110212-EN-03 | 212111032-03 | *Yes* | 5.3 % (by NYS ELAP 198.6) by Bella J. Chernis on 11/05/12 |
| **Location:** Tar 15th Floor South East Column | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 5.3 %<br>**Other Material:** Non-fibrous 45.5 % | | | |
| 110212-EN-04 | 212111032-04 | *Yes* | 5.3 % (by NYS ELAP 198.6) by Bella J. Chernis on 11/05/12 |
| **Location:** Tar 15th Floor South East Column | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 5.3 %<br>**Other Material:** Non-fibrous 47.3 % | | | |
| 110212-EN-05 | 212111032-05 | *Yes* | 3.2 % (ELAP 198.6; 400po) by Bella J. Chernis on 11/05/12 |
| **Location:** Tar 14th Floor North West Column | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 3.2 %<br>**Other Material:** Non-fibrous 54.7 % | | | |

See Reporting notes on last page

AmeriSci Job #: **212111032**
Client Name: Advanced Environmental Corp.



# PLM Bulk Asbestos Report

2728.001; Rudin West Village; Raskob Smith; 160 W 12th St., New York, NY

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 110212-EN-06 | 212111032-06 | *Yes* | 3.7 %<br>(ELAP 198.6; 400pc)<br>by Bella J. Chernis<br>on 11/05/12 |
| **Location:** Tar 14th Floor North West Column | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 3.7 %<br>**Other Material:** Non-fibrous 59.9 % | | | |
| 110212-EN-07 | 212111032-07 | *Yes* | 6.1 %<br>(by NYS ELAP 198.6)<br>by Bella J. Chernis<br>on 11/05/12 |
| **Location:** Tar 14th Floor South East Column | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 6.1 %<br>**Other Material:** Non-fibrous 45.5 % | | | |
| 110212-EN-08 | 212111032-08 | *Yes* | 2.7 %<br>(ELAP 198.6; 400pc)<br>by Bella J. Chernis<br>on 11/05/12 |
| **Location:** Tar 14th Floor South East Column | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 2.7 %<br>**Other Material:** Non-fibrous 48.7 % | | | |
| 110212-EN-09 | 212111032-09 | *Yes* | Trace (<0.25 % pc)<br>(ELAP 198.6; 400pc)<br>by Bella J. Chernis<br>on 11/05/12 |
| **Location:** Tar/ Copper Flashing 14th Floor South East Spandrel | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile <0.25 % pc<br>**Other Material:** Non-fibrous 5.6 % | | | |
| 110212-EN-10 | 212111032-10 | *No* | NAD<br>(by NYS ELAP 198.6)<br>by Bella J. Chernis<br>on 11/05/12 |
| **Location:** Tar/ Copper Flashing 14th Floor South East Spandrel | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 1.2 % | | | |
| 110212-EN-11 | 212111032-11 | *Yes* | 5.5 %<br>(by NYS ELAP 198.6)<br>by Bella J. Chernis<br>on 11/05/12 |
| **Location:** Tar 12th Floor North West Column | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 5.5 %<br>**Other Material:** Non-fibrous 26.2 % | | | |

See Reporting notes on last page

AmeriSci Job #: **212111032**
Client Name: Advanced Environmental Corp.



# PLM Bulk Asbestos Report

2728.001; Rudin West Village; Raskob Smith; 160 W 12th St., New York, NY

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 110212-EN-12 | 212111032-12 | *Yes* | 4.5 % (by NYS ELAP 198.6) by Bella J. Chernis on 11/05/12 |
| | **Location:** Tar 12th Floor North West Column | | |
| | **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 4.5 %<br>**Other Material:** Non-fibrous 31.6 % | | |
| 110212-EN-13 | 212111032-13 | *Yes* | 5 % (by NYS ELAP 198.6) by Bella J. Chernis on 11/05/12 |
| | **Location:** Tar 12th Floor South West Column | | |
| | **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 5.0 %<br>**Other Material:** Non-fibrous 27.8 % | | |
| 110212-EN-14 | 212111032-14 | *Yes* | 6.8 % (by NYS ELAP 198.6) by Bella J. Chernis on 11/05/12 |
| | **Location:** Tar 12th Floor South West Column | | |
| | **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 6.8 %<br>**Other Material:** Non-fibrous 52.9 % | | |
| 110212-EN-15 | 212111032-15 | *Yes* | 1.4 % (by NYS ELAP 198.6) by Bella J. Chernis on 11/05/12 |
| | **Location:** Tar/ Mesh 12th Floor South West Spandrel | | |
| | **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 1.4 %<br>**Other Material:** Non-fibrous 0.7 % | | |
| 110212-EN-16 | 212111032-16 | *Yes* | 3.4 % (by NYS ELAP 198.6) by Bella J. Chernis on 11/05/12 |
| | **Location:** Tar/ Mesh 12th Floor South West Spandrel | | |
| | **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 3.4 %<br>**Other Material:** Non-fibrous 20.1 % | | |
| 110212-EN-17 | 212111032-17 | *Yes* | Trace (<0.25 % pc) (ELAP 198.6; 400pc) by Bella J. Chernis on 11/05/12 |
| | **Location:** Tar 10th Floor South West Column | | |
| | **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile <0.25 % pc<br>**Other Material:** Non-fibrous 61.3 % | | |

See Reporting notes on last page

AmeriSci Job #: **212111032**
Client Name: Advanced Environmental Corp.



# PLM Bulk Asbestos Report

2728.001; Rudin West Village; Raskob Smith; 160 W 12th St., New York, NY

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 110212-EN-18 | 212111032-18 | *Yes* | Trace (<0.25 % pc) (ELAP 198.6; 400pc) by Bella J. Chernis on 11/05/12 |
| **Location:** Tar 10th Floor South West Column | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile <0.25 % pc<br>**Other Material:** Non-fibrous 65.7 % | | | |
| 110212-EN-19 | 212111032-19 | *Yes* | Trace (<0.25 % pc) (ELAP 198.6; 400pc) by Bella J. Chernis on 11/05/12 |
| **Location:** Tar/ Mesh 10th Floor South West Spandrel | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile <0.25 % pc<br>**Other Material:** Non-fibrous 37.8 % | | | |
| 110212-EN-20 | 212111032-20 | *Yes* | 4.2 % (by NYS ELAP 198.6) by Bella J. Chernis on 11/05/12 |
| **Location:** Tar/ Mesh 10th Floor South West Spandrel | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 4.2 %<br>**Other Material:** Non-fibrous 28.5 % | | | |
| 110212-EN-21 | 212111032-21 | *No* | NAD (by NYS ELAP 198.6) by Bella J. Chernis on 11/05/12 |
| **Location:** Tar/ Copper Flashing 10th Floor South East Spandrel | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 1.6 % | | | |
| 110212-EN-22 | 212111032-22 | *Yes* | Trace (<0.25 % pc) (ELAP 198.6; 400pc) by Bella J. Chernis on 11/05/12 |
| **Location:** Tar/ Copper Flashing 10th Floor South East Spandrel | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile <0.25 % pc<br>**Other Material:** Non-fibrous 1 % | | | |
| 110212-EN-23 | 212111032-23 | *Yes* | 7.1 % (by NYS ELAP 198.6) by Bella J. Chernis on 11/05/12 |
| **Location:** Tar 3rd Floor South East Column | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 7.1 %<br>**Other Material:** Non-fibrous 53 % | | | |

See Reporting notes on last page

AmeriSci Job #: **212111032**
Client Name: Advanced Environmental Corp.



# PLM Bulk Asbestos Report

2728.001; Rudin West Village; Raskob Smith; 160 W 12th St., New York, NY

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 110212-EN-24 | 212111032-24 | *Yes* | 2.4 % (by NYS ELAP 198.6) by Bella J. Chernis on 11/05/12 |
| | **Location:** Tar 3rd Floor South East Column | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 2.4 %<br>**Other Material:** Non-fibrous 11.9 % | | | |
| 110212-EN-25 | 212111032-25 | *Yes* | 5.3 % (by NYS ELAP 198.6) by Bella J. Chernis on 11/05/12 |
| | **Location:** Tar 3rd Floor North Center Column | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 5.3 %<br>**Other Material:** Non-fibrous 33.4 % | | | |
| 110212-EN-26 | 212111032-26 | *Yes* | 6.6 % (by NYS ELAP 198.6) by Bella J. Chernis on 11/05/12 |
| | **Location:** Tar 3rd Floor North Center Column | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 6.5 %<br>**Other Material:** Non-fibrous 27.8 % | | | |

**Reporting Notes:**

Analyzed by: Bella J. Chernis

*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop; PLM Bulk Asbestos Analysis by EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab Code 200546-0), ELAP PLM Method 198.1 for NY friable samples or 198.6 for NOB samples (NY ELAP Lab ID11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. AIHA Lab # 102843, RI Cert#AAL-094, CT Cert#PH-0186, Mass Cert#AA000054.

Reviewed By:_____ END OF REPORT

Advanced Environmental Corp.

EC

**Chain of Custody** Rudin West village 2121111032

**Client & Project Location** -Raskob Smith 160 W12th St, New York, NY

| Sample Number | Material | Location | Quantity |
|---|---|---|---|
| 110212-EN-21 | Tar/copper flashing | 10th Floor South East Spandrel | |
| 110212-EN-22 | Tar/copper flashing | 10th Floor South East Spandrel | |
| 110212-EN-23 | Tar | 3rd Floor South East Column | |
| 110212-EN-24 | Tar | 3rd Floor South East Column | |
| 110212-EN-25 | Tar | 3rd Floor North Center Column | |
| 110212-EN-26 | Tar | 3rd Floor North Center Column | |
| | | | |
| | | | |
| | | | |
| | | | |

**Sample Type:** ☒ PLM ☒ TEM NOB ☐ Other_____ **Requested Completion Date/Time** 11/5/12 - 7:00 AM

**Sample #(s)**_____ **Total Samples #**_____ **Batch #**_____

**Relinquished by:** (CW) **Date:** 11/2/12 **Time:**_____ **Project #** 2728.001

**Received by:** [signature] **Date:** 11/5/12 **Time:** 1017 **Laboratory Name:** AmeriSci

**Special Instructions:**_____

347 Fifth Avenue, Suite 404, New York, NY 10016 - Phone 212-545-1855 Fax 212-545-0757

**AmeriSci New York**
117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

# PLM Bulk Asbestos Report

Advanced Environmental Corp.
Attn: Robert Puorro
347 Fifth Avenue
Suite 404
New York, NY 10016

**Date Received** 07/06/11 **AmeriSci Job #** 211071848
**Date Examined** 07/07/11 **P.O. #**
**ELAP #** 11480 **Page** 1 **of** 1
**RE:** 2604.020; Rudin; Nurses Residences; 148-158 W. 12th Street, New York, NY

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 070611AS-114 | 211071848-01 | *No* | NAD |
| **Location:** Wall Tar Behind Plaster Interior Of Building / 4th Floor | | | (by NYS ELAP 198.6) by Karol H. Lu on 07/07/11 |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 43 % | | | |
| 070611AS-115 | 211071848-02 | *No* | NAD |
| **Location:** Wall Tar Behind Plaster Interior Of Building / 4th Floor | | | (by NYS ELAP 198.6) by Karol H. Lu on 07/07/11 |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 56.5 % | | | |

**Reporting Notes:**
Analyzed by: Karol H. Lu

*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop; PLM Bulk Asbestos Analysis by EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab Code 200546-0), ELAP PLM Method 198.1 for NY friable samples or 198.6 for NOB samples (NY ELAP Lab ID11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. AIHA Lab # 102643, RI Cert#AAL-094, CT Cert#PH-0186, Mass Cert#AA000054.

Reviewed By:_____ END OF REPORT

**Advanced Environmental Corp.**

**Chain of Custody** Rudin

**Client & Project Location** Nurses Residences 148-158 W12th Street, New York, NY

| Sample Number | Material | Location | Quantity |
|---|---|---|---|
| 070611AS- 114 | Shell for Behind Plaster- Above Entry | 4th Floor | |
| 070611AS- 115 | ↓ | ↓ | |
| 070611AS- | | | |
| 070611AS- | | | |
| 070611AS- | | 211071846 | |
| 070611AS- | | | |
| 070611AS- | | | |
| 070611AS- | | | |
| 070611AS- | | | |
| 070611AS- | | | |
| 070611AS- | | | |
| 070611AS- | | | |
| 070611AS- | | | |

**Sample Type:** ☑ PLM ☑ TEM NOB ☐ Other_____ **Requested Completion Date/Time** 07/07/11 - 7:00 AM

**Sample #(s)**_____ **Total Samples #**_____ **Batch #**_____

**Relinquished by:**_____ **Date:** 7/06/11 **Time:**_____ **Project #** 2604.020

**Received by:**_____ **Date:** 7/6 **Time:** 1555 **Laboratory Name:** AmeriSci

**Special Instructions:**_____

347 Fifth Avenue, Suite 404, New York, NY 10016 - Phone 212-545-1855 Fax 212-545-0757

**AmeriSci New York**
117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

# PLM Bulk Asbestos Report

Advanced Environmental Corp.
Attn: Robert Puorro
347 Fifth Avenue
Suite 404
New York, NY 10016

**Date Received** 07/07/11 **AmeriSci Job #** 211072105
**Date Examined** 07/08/11 **P.O. #**
**ELAP #** 11480 **Page** 1 **of** 13
**RE:** 2604.020; Nurses Residences; 148-158 W12th Street, NY, NY - Roofs

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 070611AS-116 | 211072105-01 | *No* | NAD (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| **Location:** Coping Stone Joint Caulk - Roof, H1 Floor | | | |
| **Analyst Description:** Grey, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 10 % | | | |
| 070611AS-117 | 211072105-02 | *No* | NAD (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| **Location:** Coping Stone Joint Caulk - Roof, H1 Floor | | | |
| **Analyst Description:** Grey, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 10.3 % | | | |
| 070611AS-118 | 211072105-03 | *No* | NAD (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| **Location:** Metal Cap Flashing Caulk A - Roof, H1 Floor | | | |
| **Analyst Description:** Grey, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 10.8 % | | | |
| 070611AS-119 | 211072105-04 | *No* | NAD (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| **Location:** Metal Cap Flashing Caulk A - Roof, H1 Floor | | | |
| **Analyst Description:** Grey, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 10.7 % | | | |
| 070611AS-120 | 211072105-05 | *No* | NAD (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| **Location:** Metal Cap Flashing Caulk B - Roof, H1 Floor | | | |
| **Analyst Description:** Grey, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 11.8 % | | | |

See Reporting notes on last page

AmeriSci Job #: **211072105**
Client Name: Advanced Environmental Corp.



# PLM Bulk Asbestos Report

2604.020; Nurses Residences; 148-158 W12th Street, NY, NY
- Roofs

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 070611AS-121 | 211072105-06 | *No* | NAD (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| **Location:** Metal Cap Flashing Caulk B - Roof, H1 Floor | | | |
| **Analyst Description:** Grey, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 12.3 % | | | |
| 070611AS-122 | 211072105-07 | *No* | NAD (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| **Location:** Exterior Door Frame Caulk - Roof, H1 Floor | | | |
| **Analyst Description:** Brown, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 4.8 % | | | |
| 070611AS-123 | 211072105-08 | *No* | NAD (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| **Location:** Exterior Door Frame Caulk - Roof, H1 Floor | | | |
| **Analyst Description:** Brown, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 4.2 % | | | |
| 070611AS-124 | 211072105-09 | *No* | NAD (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| **Location:** Roof Membrane Joint Tar - Roof, H1 Floor | | | |
| **Analyst Description:** Silver/Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 4.4 % | | | |
| 070611AS-125 | 211072105-10 | *No* | NAD (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| **Location:** Roof Membrane Joint Tar - Roof, H1 Floor | | | |
| **Analyst Description:** Silver/Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 4.7 % | | | |
| 070611AS-126 | 211072105-11 | *Yes* | 1[illegible] % (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| **Location:** Tar On Metal Cap Flashing - Roof, H1 Floor | | | |
| **Analyst Description:** Black, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 10.4 %<br>**Other Material:** Non-fibrous 15.6 % | | | |

See Reporting notes on last page

AmeriSci Job #: **211072105**
Client Name: Advanced Environmental Corp.



# PLM Bulk Asbestos Report

2604.020; Nurses Residences; 148-158 W12th Street, NY, NY
- Roofs

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 070611AS-127 | 211072105-12 | *Yes* | 8.8 % (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| | **Location:** Tar On Metal Cap Flashing - Roof, H1 Floor | | |
| | **Analyst Description:** Black, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 8.8 %<br>**Other Material:** Non-fibrous 13.2 % | | |
| 070611AS-128 | 211072105-13 | *Yes* | 10.9 % (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| | **Location:** Tar On Exterior Face Brick - Elevator Machine Room, Roof, H1 Floor | | |
| | **Analyst Description:** Black, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 10.9 %<br>**Other Material:** Non-fibrous 24.6 % | | |
| 070611AS-129 | 211072105-14 | *Yes* | 14 % (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| | **Location:** Tar On Exterior Face Brick - Bulkhead TP108, Roof, H1 Floor | | |
| | **Analyst Description:** Black, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 14.0 %<br>**Other Material:** Non-fibrous 24.6 % | | |
| 070611AS-130 | 211072105-15 | *No* | NAD (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| | **Location:** Tar On Vent Pipe - Roof, H1 Floor | | |
| | **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 18.1 % | | |
| 070611AS-131 | 211072105-16 | *No* | NAD (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| | **Location:** Tar On Vent Pipe - Roof, H1 Floor | | |
| | **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 11.2 % | | |
| 070611AS-132 | 211072105-17 | *No* | NAD (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| | **Location:** Bitumen Paint On Roof Membrane - Roof, H1 Floor | | |
| | **Analyst Description:** Silver, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 61.9 % | | |

See Reporting notes on last page

AmeriSci Job #: **211072105**
Client Name: Advanced Environmental Corp.



# PLM Bulk Asbestos Report

2604.020; Nurses Residences; 148-158 W12th Street, NY, NY
- Roofs

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 070611AS-133 | 211072105-18 | *No* | NAD (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| **Location:** Bitumen Paint On Roof Membrane - Roof, H1 Floor | | | |
| **Analyst Description:** Silver, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 46.8 % | | | |
| 070611AS-134 | 211072105-19 | *No* | NAD (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| **Location:** Tar, Bottom Layer, Layer 1 - Roof, H1 Floor | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 4.5 % | | | |
| 070611AS-135 | 211072105-20 | *No* | NAD (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| **Location:** Tar, Bottom Layer, Layer 1 - Pitch Pocket, Roof, H1 Floor | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 2.7 % | | | |
| 070611AS-136 | 211072105-21 | *No* | NAD (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| **Location:** Tar Paper, Layer 2 - Roof, H1 Floor | | | |
| **Analyst Description:** Black, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Fibrous glass 1 %, Non-fibrous 9.3 % | | | |
| 070611AS-137 | 211072105-22 | *No* | NAD (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| **Location:** Tar Paper, Layer 2 - Pitch Pocket, Roof, H1 Floor | | | |
| **Analyst Description:** Black, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Fibrous glass Trace, Non-fibrous 8.1 % | | | |
| 070611AS-138 | 211072105-23 | *No* | NAD (by NYS ELAP 198.1) by Madell E. Collins on 07/08/11 |
| **Location:** Cementitious Material, Layer 3 - Roof, H1 Floor | | | |
| **Analyst Description:** Brown, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Cellulose 20 %, Non-fibrous 80 % | | | |

See Reporting notes on last page

AmeriSci Job #: **211072105**
Client Name: Advanced Environmental Corp.



# PLM Bulk Asbestos Report

2604.020; Nurses Residences; 148-158 W12th Street, NY, NY
- Roofs

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 070611AS-139 | 211072105-24 | *No* | NAD (by NYS ELAP 198.1) by Madell E. Collins on 07/08/11 |
| **Location:** Cementitious Material, Layer 3 - Pitch Pocket, Roof, H1 Floor | | | |
| **Analyst Description:** Brown, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Cellulose 20 %, Non-fibrous 80 % | | | |
| 070611AS-140 | 211072105-25 | *No* | NAD (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| **Location:** Tar Paper, Layer 4 - Roof, H1 Floor | | | |
| **Analyst Description:** Black, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 15 % | | | |
| 070611AS-141 | 211072105-26 | *No* | NAD (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| **Location:** Tar Paper, Layer 4 - Pitch Pocket, Roof, H1 Floor | | | |
| **Analyst Description:** Black, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 15.6 % | | | |
| 070611AS-142 | 211072105-27 | *No* | NAD (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| **Location:** Tar Paper, Layer 5 - Roof, H1 Floor | | | |
| **Analyst Description:** Black, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Fibrous glass 5 %, Non-fibrous 3.6 % | | | |
| 070611AS-143 | 211072105-28 | *No* | NAD (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| **Location:** Tar Paper, Layer 5 - Pitch Pocket, Roof, H1 Floor | | | |
| **Analyst Description:** Black, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Fibrous glass 7 %, Non-fibrous 5 % | | | |
| 070611AS-144 | 211072105-29 | *No* | NAD (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| **Location:** Tar, Layer 6 - Roof, H1 Floor | | | |
| **Analyst Description:** Black, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Fibrous glass Trace, Non-fibrous 7 % | | | |

See Reporting notes on last page

AmeriSci Job #: **211072105**
Client Name: Advanced Environmental Corp.



# PLM Bulk Asbestos Report

2604.020; Nurses Residences; 148-158 W12th Street, NY, NY
- Roofs

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 070611AS-145 | 211072105-30 | *No* | NAD (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| **Location:** Tar, Layer 6 - Pitch Pocket, Roof, H1 Floor | | | |
| **Analyst Description:** Black, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 10.5 % | | | |
| 070611AS-146 | 211072105-31 | *No* | NAD (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| **Location:** Roof Membrane, Top Layer, Layer 7 - Roof, H1 Floor | | | |
| **Analyst Description:** Silver/Black, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 4.5 % | | | |
| 070611AS-147 | 211072105-32 | *No* | NAD (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| **Location:** Roof Membrane, Top Layer, Layer 7 - Pitch Pocket, Roof, H1 Floor | | | |
| **Analyst Description:** Silver/Black, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 3.7 % | | | |
| 070611AS-148 | 211072105-33 | *No* | NAD (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| **Location:** Caulk "A" Above Metal Cap Flashing - South Roof, 3rd Floor | | | |
| **Analyst Description:** Grey, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 15.7 % | | | |
| 070611AS-149 | 211072105-34 | *No* | NAD (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| **Location:** Caulk "A" Above Metal Cap Flashing - South Roof, 3rd Floor | | | |
| **Analyst Description:** Grey, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 14.9 % | | | |
| 070611AS-150 | 211072105-35 | *No* | NAD (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| **Location:** Caulk "B" Above Metal Cap Flashing - South Roof, 3rd Floor | | | |
| **Analyst Description:** Grey, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 49.7 % | | | |

See Reporting notes on last page

AmeriSci Job #: **211072105**
Client Name: Advanced Environmental Corp.



# PLM Bulk Asbestos Report

2604.020; Nurses Residences; 148-158 W12th Street, NY, NY
- Roofs

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 070611AS-151 | 211072105-36 | *No* | NAD |
| **Location:** Caulk "B" Above Metal Cap Flashing - South Roof, 3rd Floor | | | (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| **Analyst Description:** Grey, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 48.4 % | | | |
| 070611AS-152 | 211072105-37 | *No* | NAD |
| **Location:** Parapet Coping Stone Joint Caulk - South Roof, 3rd Floor | | | (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| **Analyst Description:** Grey, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Fibrous glass Trace, Non-fibrous 9.8 % | | | |
| 070611AS-153 | 211072105-38 | *No* | NAD |
| **Location:** Parapet Coping Stone Joint Caulk - South Roof, 3rd Floor | | | (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| **Analyst Description:** Grey, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Fibrous glass Trace, Non-fibrous 8.1 % | | | |
| 070611AS-154 | 211072105-39 | *No* | NAD |
| **Location:** Parapet Coping Stone To Building Wall Joint Caulk - South Roof, 3rd Floor | | | (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| **Analyst Description:** Grey, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Fibrous glass Trace, Non-fibrous 18.2 % | | | |
| 070611AS-155 | 211072105-40 | *No* | NAD |
| **Location:** Parapet Coping Stone To Building Wall Joint Caulk - South Roof, 3rd Floor | | | (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| **Analyst Description:** Grey, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Fibrous glass Trace, Non-fibrous 16.9 % | | | |
| 070611AS-156 | 211072105-41 | *Yes* | 5.6 % |
| **Location:** Tar On Parapet Coping Stone Joints - North Roof, 3rd Floor | | | (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| **Analyst Description:** Black, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 5.6 %<br>**Other Material:** Non-fibrous 22.3 % | | | |

See Reporting notes on last page

AmeriSci Job #: **211072105**
Client Name: Advanced Environmental Corp.



# PLM Bulk Asbestos Report

2604.020; Nurses Residences; 148-158 W12th Street, NY, NY
- Roofs

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 070611AS-157 | 211072105-42 | *Yes* | 7.7 % (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| **Location:** Tar On Parapet Coping Stone Joints - North Roof, 3rd Floor | | | |
| **Analyst Description:** Black, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 7.7 %<br>**Other Material:** Non-fibrous 23.1 % | | | |
| 070611AS-158 | 211072105-43 | *No* | NAD (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| **Location:** Caulk Above Tar On Parapet Coping Stone Joints - North Roof, 3rd Floor | | | |
| **Analyst Description:** Grey, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 12.4 % | | | |
| 070611AS-159 | 211072105-44 | *No* | NAD (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| **Location:** Caulk Above Tar On Parapet Coping Stone Joints - North Roof, 3rd Floor | | | |
| **Analyst Description:** Grey, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 12 % | | | |
| 070611AS-160 | 211072105-45 | *Yes* | 10.9 % (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| **Location:** Caulk Above Metal Cap Flashing, Red - North Roof, 3rd Floor | | | |
| **Analyst Description:** Red, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 10.9 %<br>**Other Material:** Non-fibrous 43.4 % | | | |
| 070611AS-161 | 211072105-46 | *Yes* | 10.6 % (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| **Location:** Caulk Above Metal Cap Flashing, Red - North Roof, 3rd Floor | | | |
| **Analyst Description:** Red, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 10.6 %<br>**Other Material:** Non-fibrous 42.5 % | | | |
| 070611AS-162 | 211072105-47 | *Yes* | 7.1 % (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| **Location:** Tar Between Parapet & Terracotta Tiles - North Roof, 3rd Floor | | | |
| **Analyst Description:** Black, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 7.1 %<br>**Other Material:** Non-fibrous 14.1 % | | | |

See Reporting notes on last page

AmeriSci Job #: **211072105**
Client Name: Advanced Environmental Corp.



# PLM Bulk Asbestos Report

2604.020; Nurses Residences; 148-158 W12th Street, NY, NY
- Roofs

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 070611AS-163 | 211072105-48 | *Yes* | 7.9 % |
| **Location:** Tar Between Parapet & Terracotta Tiles - North Roof, 3rd Floor | | | (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| **Analyst Description:** Black, Homogeneous, Fibrous, Bulk Material | | | |
| **Asbestos Types:** Chrysotile 7.9 % | | | |
| **Other Material:** Non-fibrous 13.8 % | | | |
| 070611AS-164 | 211072105-49 | *Yes* | 12.4 % |
| **Location:** Joint Tar Between Terracotta Tiles - North Roof, 3rd Floor | | | (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| **Analyst Description:** Black, Homogeneous, Fibrous, Bulk Material | | | |
| **Asbestos Types:** Chrysotile 12.4 % | | | |
| **Other Material:** Non-fibrous 18.6 % | | | |
| 070611AS-165 | 211072105-50 | *Yes* | 14 % |
| **Location:** Joint Tar Between Terracotta Tiles - North Roof, 3rd Floor | | | (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| **Analyst Description:** Black, Homogeneous, Fibrous, Bulk Material | | | |
| **Asbestos Types:** Chrysotile 14.0 % | | | |
| **Other Material:** Non-fibrous 17.5 % | | | |
| 070611AS-166 | 211072105-51 | *No* | NAD |
| **Location:** Tar By Stairs - North Roof, 3rd Floor | | | (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| **Analyst Description:** Black, Homogeneous, Fibrous, Bulk Material | | | |
| **Asbestos Types:** | | | |
| **Other Material:** Non-fibrous 25.1 % | | | |
| 070611AS-167 | 211072105-52 | *No* | NAD |
| **Location:** Tar By Stairs - North Roof, 3rd Floor | | | (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| **Analyst Description:** Black, Homogeneous, Fibrous, Bulk Material | | | |
| **Asbestos Types:** | | | |
| **Other Material:** Non-fibrous 28.2 % | | | |
| 070611AS-168 | 211072105-53 | *No* | NAD |
| **Location:** Stairs Joint Caulk - North Roof, 3rd Floor | | | (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| **Analyst Description:** Grey, Homogeneous, Non-Fibrous, Bulk Material | | | |
| **Asbestos Types:** | | | |
| **Other Material:** Non-fibrous 15.1 % | | | |

See Reporting notes on last page

AmeriSci Job #: **211072105**
Client Name: Advanced Environmental Corp.



# PLM Bulk Asbestos Report

2604.020; Nurses Residences; 148-158 W12th Street, NY, NY
- Roofs

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 070611AS-169 | 211072105-54 | *No* | NAD (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| **Location:** Stairs Joint Caulk - North Roof, 3rd Floor | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 14.1 % | | | |
| 070611AS-170 | 211072105-55 | *Yes* | 3.9 % (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| **Location:** Exterior Door Caulk - North Roof, 3rd Floor | | | |
| **Analyst Description:** Black/Brown, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 3.9 %<br>**Other Material:** Non-fibrous 15.5 % | | | |
| 070611AS-171 | 211072105-56 | *Yes* | 4.9 % (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| **Location:** Exterior Door Caulk - North Roof, 3rd Floor | | | |
| **Analyst Description:** Black/Brown, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 4.9 %<br>**Other Material:** Non-fibrous 14.6 % | | | |
| 070611AS-172 | 211072105-57 | *No* | NAD (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| **Location:** Flashing Tar Under Terracotta Tiles - North Roof, 3rd Floor | | | |
| **Analyst Description:** Black, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 22.3 % | | | |
| 070611AS-173 | 211072105-58 | *No* | NAD (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| **Location:** Flashing Tar Under Terracotta Tiles - North Roof, 3rd Floor | | | |
| **Analyst Description:** Black, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 21.8 % | | | |
| 070611AS-174 | 211072105-59 | *No* | NAD (by NYS ELAP 198.1) by Madell E. Collins on 07/08/11 |
| **Location:** Terracotta Tiles Joint Mortar - North Roof, 3rd Floor | | | |
| **Analyst Description:** Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 100 % | | | |

See Reporting notes on last page

AmeriSci Job #: **211072105**
Client Name: Advanced Environmental Corp.



# PLM Bulk Asbestos Report

2604.020; Nurses Residences; 148-158 W12th Street, NY, NY
- Roofs

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 070611AS-175 | 211072105-60 | *No* | NAD (by NYS ELAP 198.1) by Madell E. Collins on 07/08/11 |
| **Location:** Terracotta Tiles Joint Mortar - North Roof, 3rd Floor | | | |
| **Analyst Description:** Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 100 % | | | |
| 070611AS-176 | 211072105-61 | *No* | NAD (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| **Location:** Roof Tar Paper Under Terracotta Tiles - North Roof, 3rd Floor | | | |
| **Analyst Description:** Black, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 7.7 % | | | |
| 070611AS-177 | 211072105-62 | *No* | NAD (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| **Location:** Roof Tar Paper Under Terracotta Tiles - North Roof, 3rd Floor | | | |
| **Analyst Description:** Black, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 10.3 % | | | |
| 070611AS-178 | 211072105-63 | *No* | NAD (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| **Location:** Tar Paper, Bottom Layer, Layer 1 - South Roof, 3rd Floor | | | |
| **Analyst Description:** Black, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 9.7 % | | | |
| 070611AS-179 | 211072105-64 | *No* | NAD (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| **Location:** Tar Paper, Bottom Layer, Layer 1 - South Roof, 3rd Floor | | | |
| **Analyst Description:** Black, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 13.7 % | | | |
| 070611AS-180 | 211072105-65 | *No* | NAD (by NYS ELAP 198.1) by Madell E. Collins on 07/08/11 |
| **Location:** Cementitious Material, Layer 2 - South Roof, 3rd Floor | | | |
| **Analyst Description:** Brown, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Cellulose 35 %, Non-fibrous 65 % | | | |

See Reporting notes on last page

AmeriSci Job #: **211072105**
Client Name: Advanced Environmental Corp.



# PLM Bulk Asbestos Report

2604.020; Nurses Residences; 148-158 W12th Street, NY, NY
- Roofs

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 070611AS-181 | 211072105-66 | *No* | NAD (by NYS ELAP 198.1) by Madell E. Collins on 07/08/11 |
| | **Location:** Cementitious Material, Layer 2 - South Roof, 3rd Floor | | |
| | **Analyst Description:** Brown, Homogeneous, Fibrous, Bulk Material | | |
| | **Asbestos Types:** | | |
| | **Other Material:** Cellulose 35 %, Non-fibrous 65 % | | |
| 070611AS-182 | 211072105-67 | *No* | NAD (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| | **Location:** Tar Paper, Layer 3 - South Roof, 3rd Floor | | |
| | **Analyst Description:** Black, Homogeneous, Fibrous, Bulk Material | | |
| | **Asbestos Types:** | | |
| | **Other Material:** Non-fibrous 5.2 % | | |
| 070611AS-183 | 211072105-68 | *No* | NAD (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| | **Location:** Tar Paper, Layer 3 - South Roof, 3rd Floor | | |
| | **Analyst Description:** Black, Homogeneous, Fibrous, Bulk Material | | |
| | **Asbestos Types:** | | |
| | **Other Material:** Non-fibrous 6 % | | |
| 070611AS-184 | 211072105-69 | *No* | NAD (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| | **Location:** Tar, Layer 4 - South Roof, 3rd Floor | | |
| | **Analyst Description:** Black, Homogeneous, Fibrous, Bulk Material | | |
| | **Asbestos Types:** | | |
| | **Other Material:** Non-fibrous 2.8 % | | |
| 070611AS-185 | 211072105-70 | *No* | NAD (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| | **Location:** Tar, Layer 4 - South Roof, 3rd Floor | | |
| | **Analyst Description:** Black, Homogeneous, Fibrous, Bulk Material | | |
| | **Asbestos Types:** | | |
| | **Other Material:** Non-fibrous 2.8 % | | |
| 070611AS-186 | 211072105-71 | *Yes* | 4.4 % (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |
| | **Location:** Roof Membrane, Top Layer, Layer 5 - South Roof, 3rd Floor | | |
| | **Analyst Description:** Black, Homogeneous, Fibrous, Bulk Material | | |
| | **Asbestos Types:** Chrysotile 4.4 % | | |
| | **Other Material:** Fibrous glass Trace, Non-fibrous 22.9 % | | |

See Reporting notes on last page

AmeriSci Job #: **211072105**
Client Name: Advanced Environmental Corp.



# PLM Bulk Asbestos Report

2604.020; Nurses Residences; 148-158 W12th Street, NY, NY
- Roofs

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 070611AS-187 | 211072105-72 | *Yes* | 3.1 % (by NYS ELAP 198.6) by Madell E. Collins on 07/08/11 |

**Location:** Roof Membrane, Top Layer, Layer 5 - South Roof, 3rd Floor

**Analyst Description:** Black, Homogeneous, Fibrous, Bulk Material
**Asbestos Types:** Chrysotile 3.1 %
**Other Material:** Fibrous glass Trace, Non-fibrous 9.3 %

**Reporting Notes:**

Analyzed by: Madell E. Collins

*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop; PLM Bulk Asbestos Analysis by EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab Code 200546-0), ELAP PLM Method 198.1 for NY friable samples or 198.6 for NOB samples (NY ELAP Lab ID11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. AIHA Lab # 102843, RI Cert#AAL-094, CT Cert#PH-0186, Mass Cert#AA000054.

Reviewed By:_____ END OF REPORT

Advanced Environmental Corp.

EC

**Chain of Custody** Rudin

**Client & Project Location** -Nurses Residences 148-158 W12th Street, NY, NY, Roofs

| Sample Number | Material | Location | Quantity |
|---|---|---|---|
| 070611AS-116 | Coping Stone Joint Caulk | Roof, H1 Floor | |
| 070611AS-117 | Coping Stone Joint Caulk | Roof, H1 Floor | |
| 070611AS-118 | Metal Cap Flashing Caulk A | Roof, H1 Floor | |
| 070611AS-119 | Metal Cap Flashing Caulk A | Roof, H1 Floor | |
| 070611AS-120 | Metal Cap Flashing Caulk B | Roof, H1 Floor | |
| 070611AS-121 | Metal Cap Flashing Caulk B | Roof, H1 Floor | 21072105 |
| 070611AS-122 | Exterior Door Frame Caulk | Roof, H1 Floor | |
| 070611AS-123 | Exterior Door Frame Caulk | Roof, H1 Floor | |
| 070611AS-124 | Roof Membrane Joint Tar | Roof, H1 Floor | |
| 070611AS-125 | Roof Membrane Joint Tar | Roof, H1 Floor | |
| 070611AS-126 | Tar on Metal Cap Flashing | Roof, H1 Floor | |
| 070611AS-127 | Tar on Metal Cap Flashing | Roof, H1 Floor | |
| 070611AS-128 | Tar on Exterior Face Brick | Elevator Machine Room, Roof, H1 Floor | |

**Sample Type:** ☒ PLM ☒ TEM NOB ☐ Other_____ **Requested Completion Date/Time** 07/08/11 - 7:00 AM

**Sample #(s)**_____ **Total Samples #**_____ **Batch #**_____

**Relinquished by:**_____ **Date:** 7/07/11 **Time:**_____ **Project #** 2604.020

**Received by:**_____ **Date:** 7/7 **Time:** 1557 **Laboratory Name:** AmeriSci

**Special Instructions:**_____

347 Fifth Avenue, Suite 404, New York, NY 10016 - Phone 212-545-1855 Fax 212-545-0757

Advanced Environmental Corp.

EC

**Chain of Custody** Rudin

**Client & Project Location** -Nurses Residences 148-158 W12th Street, NY, NY, Roofs

| Sample Number | Material | Location | Quantity |
|---|---|---|---|
| 070611AS-129 | Tar on Exterior Face Brick | Bulkhead TP108, Roof, H1 Floor | |
| 070611AS-130 | Tar on Vent Pipe | Roof, H1 Floor | |
| 070611AS-131 | Tar on Vent Pipe | Roof, H1 Floor | |
| 070611AS-132 | Bitumen Paint on Roof Membrane | Roof, H1 Floor | |
| 070611AS-133 | Bitumen Paint on Roof Membrane | Roof, H1 Floor | |
| 070611AS-134 | Tar, Bottom Layer, Layer 1 | Roof, H1 Floor | |
| 070611AS-135 | Tar, Bottom Layer, Layer 1 | Pitch Pocket, Roof, H1 Floor | |
| 070611AS-136 | Tar Paper, Layer 2 | Roof, H1 Floor | 211072105 |
| 070611AS-137 | Tar Paper, Layer 2 | Pitch Pocket, Roof, H1 Floor | |
| 070611AS-138 | Cementitious Material, Layer 3 | Roof, H1 Floor | |
| 070611AS-139 | Cementitious Material, Layer 3 | Pitch Pocket, Roof, H1 Floor | |
| 070611AS-140 | Tar Paper, Layer 4 | Roof, H1 Floor | |
| 070611AS-141 | Tar Paper, Layer 4 | Pitch Pocket, Roof, H1 Floor | |

**Sample Type:** ☒ PLM ☒ TEM NOB ☐ Other_____ **Requested Completion Date/Time** 07/08/11 - 7:00 AM

**Sample #(s)**_____ – _____ **Total Samples #**_____ **Batch #**_____

**Relinquished by:**_____ **Date:** 7/07/11 **Time:**_____ **Project #** 2604.020

**Received by:**_____ **Date:** 7/7 **Time:** 1557 **Laboratory Name:** AmeriSci

**Special Instructions:**_____

347 Fifth Avenue, Suite 404, New York, NY 10016 - Phone 212-545-1855 Fax 212-545-0757

Advanced Environmental Corp.

EC

**Chain of Custody** Rudin

**Client & Project Location** –Nurses Residences 148-158 W12th Street, NY, NY, Roofs

| Sample Number | Material | Location | Quantity |
|---|---|---|---|
| 070611AS-142 | Tar Paper, Layer 5 | Roof, H1 Floor | |
| 070611AS-143 | Tar Paper, Layer 5 | Pitch Pocket, Roof, H1 Floor | |
| 070611AS-144 | Tar, Layer 6 | Roof, H1 Floor | |
| 070611AS-145 | Tar, Layer 6 | Pitch Pocket, Roof, H1 Floor | |
| 070611AS-146 | Roof Membrane, Top Layer, Layer 7 | Roof, H1 Floor | |
| 070611AS-147 | Roof Membrane, Top Layer, Layer 7 | Pitch Pocket, Roof, H1 Floor | |
| 070611AS-148 | Caulk "A" Above Metal Cap Flashing | South Roof, 3rd Floor | |
| 070611AS-149 | Caulk "A" Above Metal Cap Flashing | South Roof, 3rd Floor | 211072105 |
| 070611AS-150 | Caulk "B" Above Metal Cap Flashing | South Roof, 3rd Floor | |
| 070611AS-151 | Caulk "B" Above Metal Cap Flashing | South Roof, 3rd Floor | |
| 070611AS-152 | Parapet Coping Stone Joint Caulk | South Roof, 3rd Floor | |
| 070611AS-153 | Parapet Coping Stone Joint Caulk | South Roof, 3rd Floor | |
| 070611AS-154 | Parapet Coping Stone To Building Wall Joint Caulk | South Roof, 3rd Floor | |

**Sample Type:** ☒ PLM ☒ TEM NOB ☐ Other_____ **Requested Completion Date/Time** 07/08/11 - 7:00 AM

**Sample #(s)**_____ **Total Samples #**_____ **Batch #**_____

**Relinquished by:**_____ **Date:** 7/07/11 **Time:**_____ **Project #** 2604.020

**Received by:**_____ **Date:** 7/7 **Time:** 1557 **Laboratory Name:** AmeriSci

**Special Instructions:**_____

347 Fifth Avenue, Suite 404, New York, NY 10016 - Phone 212-545-1855 Fax 212-545-0757



907 TRANSMIT PAGE 17/20

Advanced Environmental Corp.

EC

**Chain of Custody** Rudin

**Client & Project Location** -Nurses Residences 148-158 W12th Street, NY, NY, Roofs

| Sample Number | Material | Location | Quantity |
|---|---|---|---|
| 070611AS-155 | Parapet Coping Stone To Building Wall Joint Caulk | South Roof, 3rd Floor | |
| 070611AS-156 | Tar on Parapet Coping Stone Joints | North Roof, 3rd Floor | |
| 070611AS-157 | Tar on Parapet Coping Stone Joints | North Roof, 3rd Floor | |
| 070611AS-158 | Caulk Above Tar on Parapet Coping Stone Joints | North Roof, 3rd Floor | |
| 070611AS-159 | Caulk Above Tar on Parapet Coping Stone Joints | North Roof, 3rd Floor | |
| 070611AS-160 | Caulk Above Metal Cap Flashing, Red | North Roof, 3rd Floor | 21107 2105 |
| 070611AS-161 | Caulk Above Metal Cap Flashing, Red | North Roof, 3rd Floor | |
| 070611AS-162 | Tar Between Parapet & Terracotta Tiles | North Roof, 3rd Floor | |
| 070611AS-163 | Tar Between Parapet & Terracotta Tiles | North Roof, 3rd Floor | |
| 070611AS-164 | Joint Tar Between Terracotta Tiles | North Roof, 3rd Floor | |
| 070611AS-165 | Joint Tar Between Terracotta Tiles | North Roof, 3rd Floor | |
| 070611AS-166 | Tar By Stairs | North Roof, 3rd Floor | |

**Sample Type:** ☒ PLM ☒ TEM NOB ☐ Other_____ **Requested Completion Date/Time** 07/08/11 - 7:00 AM

**Sample #(s)**_____ – _____ **Total Samples #**_____ **Batch #**_____

**Relinquished by:**_____ **Date:** 7/07/11 **Time:**_____ **Project #** 2604.020

**Received by:**_____ **Date:** 7/7 **Time:** 1557 **Laboratory Name:** AmeriSci

**Special Instructions:**_____

347 Fifth Avenue, Suite 404, New York, NY 10016 - Phone 212-545-1855 Fax 212-545-0757

**Chain of Custody** Rudin

**Client & Project Location** -Nurses Residences 148-158 W12th Street, NY, NY, Roofs

EC Advanced Environmental Corp.

| Sample Number | Material | Location | Quantity |
|---|---|---|---|
| 070611AS-167 | Tar By Stairs | North Roof, 3rd Floor | |
| 070611AS-168 | Stairs Joint Caulk | North Roof, 3rd Floor | |
| 070611AS-169 | Stairs Joint Caulk | North Roof, 3rd Floor | |
| 070611AS-170 | Exterior Door Caulk | North Roof, 3rd Floor | |
| 070611AS-171 | Exterior Door Caulk | North Roof, 3rd Floor | |
| 070611AS-172 | Flashing Tar Under Terracotta Tiles | North Roof, 3rd Floor | |
| 070611AS-173 | Flashing Tar Under Terracotta Tiles | North Roof, 3rd Floor | |
| 070611AS-174 | Terracotta Tiles Joint Mortar | North Roof, 3rd Floor | |
| 070611AS-175 | Terracotta Tiles Joint Mortar | North Roof, 3rd Floor | 211072105 |
| 070611AS-176 | Roof Tar Paper Under Terracotta Tiles | North Roof, 3rd Floor | |
| 070611AS-177 | Roof Tar Paper Under Terracotta Tiles | North Roof, 3rd Floor | |
| 070611AS-178 | Tar Paper, Bottom Layer, Layer 1 | South Roof, 3rd Floor | |
| 070611AS-179 | Tar Paper, Bottom Layer, Layer 1 | South Roof, 3rd Floor | |

**Sample Type:** ☒ PLM ☒ TEM NOB ☐ Other_____ **Requested Completion Date/Time** 07/08/11 - 7:00 AM

**Sample #(s)**_____ **Total Samples #**_____ **Batch #**_____

**Relinquished by:**_____ **Date:** 7/07/11 **Time:**_____ **Project #** 2604.020

**Received by:**_____ **Date:** 7/7 **Time:** 1557 **Laboratory Name:** AmeriSci

**Special Instructions:**_____

347 Fifth Avenue, Suite 404, New York, NY 10016 - Phone 212-545-1855 Fax 212-545-0757



909

PAGE 19/20

**Chain of Custody** Rudin

**Client & Project Location** -Nurses Residences 148-158 W12th Street, NY, NY, Roofs

**EC**

| Sample Number | Material | Location | Quantity |
|---|---|---|---|
| 070611AS-180 | Cementitious Material, Layer 2 | South Roof, 3rd Floor | |
| 070611AS-181 | Cementitious Material, Layer 2 | South Roof, 3rd Floor | |
| 070611AS-182 | Tar Paper, Layer 3 | South Roof, 3rd Floor | |
| 070611AS-183 | Tar Paper, Layer 3 | South Roof, 3rd Floor | |
| 070611AS-184 | Tar, Layer 4 | South Roof, 3rd Floor | |
| 070611AS-185 | Tar, Layer 4 | South Roof, 3rd Floor | |
| 070611AS-186 | Roof Membrane, Top Layer, Layer 5 | South Roof, 3rd Floor | |
| 070611AS-187 | Roof Membrane, Top Layer, Layer 5 | South Roof, 3rd Floor | |
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| | | 21107 2105 | |
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**Sample Type:** ☒ PLM ☒ TEM NOB ☐ Other _____ **Requested Completion Date/Time** 07/08/11 - 7:00 AM

**Sample #(s)** _____ - _____ **Total Samples #** _____ **Batch #** _____

**Relinquished by:** _____ **Date:** 7/07/11 **Time:** _____ **Project #** 2604.020

**Received by:** _____ **Date:** 7/7 **Time:** 1557 **Laboratory Name:** AmeriSci

**Special Instructions:** _____

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AMERISCI PAGE 20/20 910

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117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

# PLM Bulk Asbestos Report

Advanced Environmental Corp.
Attn: Robert Puorro
347 Fifth Avenue
Suite 404
New York, NY 10016

**Date Received** 07/05/11 **AmeriSci Job #** 211071604
**Date Examined** 07/06/11 **P.O. #**
**ELAP #** 11480 **Page** 1 **of** 2
**RE:** 2728.001; Rudin; Nurse's Residence

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 070511AS-109 | 211071604-01 | *No* | NAD (by NYS ELAP 198.6) by Madell E. Collins on 07/06/11 |
| | **Location:** 7th Floor, Rm. 15 - Tar Paper under Wood Floor | | |
| | **Analyst Description:** Black, Homogeneous, Fibrous, Bulk Material | | |
| | **Asbestos Types:** | | |
| | **Other Material:** Non-fibrous 1.3 % | | |
| 070511AS-110 | 211071604-02 | *No* | NAD (by NYS ELAP 198.6) by Madell E. Collins on 07/06/11 |
| | **Location:** 7th Floor, Rm. 12 - Tar Paper under Wood Floor | | |
| | **Analyst Description:** Black, Homogeneous, Fibrous, Bulk Material | | |
| | **Asbestos Types:** | | |
| | **Other Material:** Non-fibrous 1.1 % | | |
| 070511AS-111 | 211071604-03 | *No* | NAD (by NYS ELAP 198.6) by Madell E. Collins on 07/06/11 |
| | **Location:** Throughout - Wall Tar Behind Interior Brick | | |
| | **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material | | |
| | **Asbestos Types:** | | |
| | **Other Material:** Non-fibrous 66.8 % | | |
| 070511AS-112 | 211071604-04 | *No* | NAD (by NYS ELAP 198.6) by Madell E. Collins on 07/06/11 |
| | **Location:** Throughout - Wall Tar Behind Interior Brick | | |
| | **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material | | |
| | **Asbestos Types:** | | |
| | **Other Material:** Non-fibrous 26.3 % | | |
| 070511AS-113 | 211071604-05 | *Yes* | 50 % (by NYS ELAP 198.1) by Madell E. Collins on 07/06/11 |
| | **Location:** Nurse's Building Exterior - Transite Stack | | |
| | **Analyst Description:** Grey, Homogeneous, Fibrous, Bulk Material | | |
| | **Asbestos Types:** Chrysotile 50.0 % | | |
| | **Other Material:** Non-fibrous 50 % | | |

See Reporting notes on last page

AmeriSci Job #: **211071604**
Client Name: Advanced Environmental Corp.



# PLM Bulk Asbestos Report

2728.001; Rudin; Nurse's Residence

**Reporting Notes:**

Analyzed by: Madell E. Collins

*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop; PLM Bulk Asbestos Analysis by EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab Code 200546-0), ELAP PLM Method 198.1 for NY friable samples or 198.6 for NOB samples (NY ELAP Lab ID11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. AIHA Lab # 102643, RI Cert#AAL-094, CT Cert#PH-0186, Mass Cert#AA000054,

Reviewed By:_____ END OF REPORT

Advanced Environmental Corp.

EC

**Chain of Custody** Realm
**Client & Project Location** – Nurses Residence

| Sample Number | Material | Location | Quantity |
|---|---|---|---|
| 070511AS-109 | Tar paper under wood floor | 7th Floor Rm 15 | |
| 070511AS-110 | ↓ | 7th Floor Rm 12 | |
| 070511AS-111 | wall tar Behind interior brick | Throughout | |
| 070511AS-112 | ↓ | ↓ | 21071604 |
| 070511AS-113 | Transite stack | Nurses Building Exterior | |
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**Sample Type:** ☒ PLM ☒ TEM NOB ☐ Other _____ **Requested Completion Date/Time** 7.6.11 – 7:00 AM

**Sample #(s)** _____ **Total Samples #** _____ **Batch #** _____

**Relinquished by:** _____ **Date:** 7.5.11 **Time:** _____ **Project #** 2728.001

**Received by:** _____ **Date:** 7/5 **Time:** 1502 **Laboratory Name:** AmeriSci

**Special Instructions:** _____

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117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 - FAX: (212) 679-3114

# PLM Bulk Asbestos Report

Advanced Environmental Corp.
Attn: Robert Puorro
347 Fifth Avenue
Suite 404
New York, NY 10016

**Date Received** 05/04/12 **AmeriSci Job #** 212051676
**Date Examined** 05/05/12 **P.O. #**
**ELAP #** 11480 **Page** 1 **of** 1
**RE:** 2728.004; Rudin West Village; Nurses Residences Building; 148 West 12th Street; NY, NY

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 050412-RWW-01 | 212051676-01 | *No* | NAD (by NYS ELAP 198.6) by John P. Koubiadis on 05/05/12 |
| **Location:** 4th Floor/Wall Tar/Paint | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 20.3 % | | | |
| 050412-RWW-02 | 212051676-02 | *No* | NAD (by NYS ELAP 198.6) by John P. Koubiadis on 05/05/12 |
| **Location:** 9th Floor/Wall Tar/Paint | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 34.9 % | | | |

**Reporting Notes:**
Analyzed by: John P. Koubiadis
*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop; PLM Bulk Asbestos Analysis by EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab Code 200546-0), ELAP PLM Method 198.1 for NY friable samples or 198.6 for NOB samples (NY ELAP Lab ID11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. AIHA Lab # 102843, RI Cert#AAL-094, CT Cert#PH-0186, Mass Cert#AA000054.

Reviewed By: END OF REPORT

Advanced Environmental Corp.

EC

**Chain of Custody** Rudin West Village
**Client & Project Location** - Nurses Residences Building, 148 West 12th Street, NY, NY

| Sample Number | Material | Location | Quantity |
|---|---|---|---|
| 050412-RWW-01 | Wall Tar / Paint | 4th Floor | |
| 050412-RWW-02 | Wall Tar / Paint | 9th Floor | |
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| | | | 212051676 |
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**Sample Type:** ☐ PLM ☑ TEM NOB ☐ Other _____ **Requested Completion Date/Time** 4/5/11 - 7:00 AM

**Sample #(s)** _____ **Total Samples #** _____ **Batch #** _____

**Relinquished by:** Ed Nam... Ed Nam... **Date:** 4/4/12 **Time:** _____ **Project #** 2728.004

**Received by:** _____ **Date:** 4/4/12 **Time:** _____ **Laboratory Name:** AmeriSci

**Special Instructions:** Please email results enamath@adv-env.com

347 Fifth Avenue, Suite 404, New York, NY 10016 - Phone 212-545-1855 Fax 212-545-0757

AmeriSci Job #: **211065480**
Client Name: Advanced Environmental Corp.



# PLM Bulk Asbestos Report

2728.001; Rudin West Village; Nurses Residences Building,
148 West 12th Street, NY, NY

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 062711AS-75 | 211065480-75 | *Yes* | 4 % (by NYS ELAP 198.6) by Madell E. Collins on 06/28/11 |
| **Location:** Original Exterior Window Caulk Throughout | | | |
| **Analyst Description:** Brown, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 4.0 %<br>**Other Material:** Non-fibrous 16.2 % | | | |
| 062711AS-76 | 211065480-76 | *Yes* | 4.6 % (by NYS ELAP 198.6) by Madell E. Collins on 06/28/11 |
| **Location:** Original Exterior Window Caulk Throughout | | | |
| **Analyst Description:** Brown, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 4.6 %<br>**Other Material:** Non-fibrous 18.3 % | | | |
| 062711AS-77 | 211065480-77 | *No* | NAD (by NYS ELAP 198.6) by Madell E. Collins on 06/28/11 |
| **Location:** Exterior Window Caulk, Grey Throughout | | | |
| **Analyst Description:** Grey, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 1.6 % | | | |
| 062711AS-78 | 211065480-78 | *No* | NAD (by NYS ELAP 198.6) by Madell E. Collins on 06/28/11 |
| **Location:** Exterior Window Caulk, Grey Throughout | | | |
| **Analyst Description:** Grey, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 5.8 % | | | |
| 062711AS-79 | 211065480-79 | *No* | NAD (by NYS ELAP 198.6) by Madell E. Collins on 06/28/11 |
| **Location:** Linoleum Floor, Brown 12th Floor Room 03 | | | |
| **Analyst Description:** Brown, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 0.5 % | | | |
| 062711AS-80 | 211065480-80 | *No* | NAD (by NYS ELAP 198.6) by Madell E. Collins on 06/28/11 |
| **Location:** Linoleum Floor, Brown 12th Floor Room 14 | | | |
| **Analyst Description:** Brown, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 0.5 % | | | |

See Reporting notes on last page

Advanced Environmental Corp.

EC 211065480

**Chain of Custody** Rudin West Village
**Client & Project Location** – Nurses Residences Building, 148 West 12th Street, NY, NY

| Sample Number | Material | Location | Quantity |
|---|---|---|---|
| 062711AS-75 | Original Exterior Window Caulk | Throughout | |
| 062711AS-76 | Original Exterior Window Caulk | Throughout | |
| 062711AS-77 | Exterior Window Caulk, Grey | Throughout | |
| 062711AS-78 | Exterior Window Caulk, Grey | Throughout | |
| 062711AS-79 | Linoleum Floor, Brown | 12th Floor, Room 03 | |
| 062711AS-80 | Linoleum Floor, Brown | 12th Floor, Room 14 | |
| 062711AS-81 | 12" x 12" Floor Tiles, Olive | 12th Floor, Room 12 | |
| 062711AS-82 | 12" x 12" Floor Tiles, Olive | 12th Floor, Room 12 | |
| 062711AS-83 | 12" x 12" Floor Tiles, Grey with Dots | 12th Floor, Room 10 | |
| 062711AS-84 | 12" x 12" Floor Tiles, Grey with Dots | 12th Floor, Room 10 | |
| 062711AS-85 | Floor Tiles, Under Carpet | 12th Floor, Room 05 | |
| 062711AS-86 | Floor Tiles, Under Carpet | 12th Floor, Room 05 | |
| 062711AS-87 | Floor Tiles, Under Carpet | 12th Floor, Room 07 | |

**Sample Type:** ☒ PLM ☒ TEM NOB ☐ Other _____ **Requested Completion Date/Time** 6/29/11 - 7:00 AM

**Sample #(s)** _____ **Total Samples #** _____ **Batch #** _____

**Relinquished by:** _____ **Date:** 6/28/11 **Time:** _____ **Project #** 2728.001

**Received by:** _____ **Date:** 6/28 **Time:** 11:16 **Laboratory Name:** AmeriSci

**Special Instructions:** _____

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NEW YORK, NY 10016
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# PLM Bulk Asbestos Report

Advanced Environmental Corp.
Attn: Robert Puorro
347 Fifth Avenue
Suite 404
New York, NY 10016

**Date Received** 07/30/12 **AmeriSci Job #** 212076291
**Date Examined** 07/31/12 **P.O. #**
**ELAP #** 11480 **Page** 1 **of** 2
**RE:** 2728.001; Rudin West Village; 133 West 11th Street, New York, NY - Cronin Building

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 073012-EN-01 | 212076291-01 | *Yes* | 13.7 % (by NYS ELAP 198.6) by David W. Roderick on 07/31/12 |
| **Location:** Tar / Paper Material - 1st Floor At North West Column Behind Face Brick | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 13.7 %<br>**Other Material:** Non-fibrous 17.2 % | | | |
| 073012-EN-02 | 212076291-02 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/31/12 |
| **Location:** Tar / Paper Material - 7th Floor At North Column At Core Wall | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 7.6 % | | | |
| 073012-EN-03 | 212076291-03 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 07/31/12 |
| **Location:** Tar / Paper Material - 9th Floor At South Column Behind Face Brick | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 22.2 % | | | |
| 073012-EN-04 | 212076291-04 | *Yes* | 7.6 % (by NYS ELAP 198.6) by David W. Roderick on 07/31/12 |
| **Location:** Tar / Paper Material - 9th Floor At East Column At Core Wall | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 7.6 %<br>**Other Material:** Non-fibrous 22.8 % | | | |

See Reporting notes on last page

AmeriSci Job #: **212076291**

Client Name: Advanced Environmental Corp.



# PLM Bulk Asbestos Report

2728.001; Rudin West Village; 133 West 11th Street, New York, NY - Cronin Building

**Reporting Notes:**

Analyzed by: David W. Roderick

*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop; PLM Bulk Asbestos Analysis by EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab Code 200546-0), ELAP PLM Method 198.1 for NY friable samples or 198.6 for NOB samples (NY ELAP Lab ID11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor file, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. AIHA Lab # 102843, RI Cert#AAL-094, CT Cert#PH-0186, Mass Cert#AA000054.

Reviewed By:_____ END OF REPORT

**Advanced Environmental Corp.**

**Chain of Custody** Rudin West Village
**Client & Project Location** - Cronin Building, 133 West 11th Street, New York, NY

| Sample Number | Material | Location | Quantity |
|---|---|---|---|
| 073012-EN-01 | Tar / paper Material | 1st Floor at North West Column behind Face Brick | |
| 073012-EN-02 | Tar / paper Material | 7th Floor at North Column at core wall | |
| 073012-EN-03 | Tar / paper Material | 9th Floor at South Column behind Face Brick | |
| 073012-EN-04 | Tar / paper Material | 9th Floor at East Column at core wall | |
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| | | 21207629 1 | |
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**Sample Type:** ☒ PLM ☒ TEM NOB ☐ Other _____ **Requested Completion Date/Time** 7/31/12 - 7:00 AM

**Sample #(s)** _____ **Total Samples #** _____ **Batch #** _____

**Relinquished by:** _____ **Date:** 7/30/12 **Time:** _____ **Project #** 2728.001

**Received by:** _____ **Date:** 7/30/12 **Time:** 1700 **Laboratory Name:** AmeriSci

**Special Instructions:** _____

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NEW YORK, NY 10016
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# PLM Bulk Asbestos Report

Advanced Environmental Corp.
Attn: Robert Puorro
347 Fifth Avenue
Suite 404
New York, NY 10016

**Date Received** 08/03/12 **AmeriSci Job #** 212081630
**Date Examined** 08/04/12 **P.O. #**
**ELAP #** 11480 **Page** 1 **of** 2
**RE:** 2728.001; Rudin West Village; Cronin Building, 133 West 11th Street, New York, NY

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 080312-EN-01 | 212081630-01 | *Yes* | 11.2 % (by NYS ELAP 198.6) by Ivan H. Reyes on 08/04/12 |
| **Location:** Tar Material / HN2 (13th Fl.) South Column Behind Block | | | |
| **Analyst Description:** Black, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 11.2 %<br>**Other Material:** Non-fibrous 19.7 % | | | |
| 080312-EN-02 | 212081630-02L1 | *No* | NAD (by NYS ELAP 198.1) by Ivan H. Reyes on 08/04/12 |
| **Location:** Paper/ Tar - HN1 (12th Fl.) West Column Behind Lock - Paper | | | |
| **Analyst Description:** Tan, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Cellulose 95 %, Non-fibrous 5 % | | | |
| 080312-EN-02 | 212081630-02L2 | *Yes* | 6.1 % (by NYS ELAP 198.6) by Ivan H. Reyes on 08/04/12 |
| **Location:** Paper/ Tar - HN1 (12th Fl.) West Column Behind Lock - Tar | | | |
| **Analyst Description:** Black, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 6.1 %<br>**Other Material:** Non-fibrous 15.3 % | | | |
| 080312-EN-03 | 212081630-03L1 | *No* | NAD (by NYS ELAP 198.1) by Ivan H. Reyes on 08/04/12 |
| **Location:** Paper/ Tar - HN1 (12th Fl.) West Column Behind Lock - Paper | | | |
| **Analyst Description:** Tan, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Cellulose 95 %, Non-fibrous 5 % | | | |
| 080312-EN-03 | 212081630-03L2 | *Yes* | 11.1 % (by NYS ELAP 198.6) by Ivan H. Reyes on 08/04/12 |
| **Location:** Paper/ Tar - HN1 (12th Fl.) West Column Behind Lock - Tar | | | |
| **Analyst Description:** Black, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 11.1 %<br>**Other Material:** Non-fibrous 33.3 % | | | |

See Reporting notes on last page

Advanced Environmental Corp.

**Chain of Custody** Rudin West Village
**Client & Project Location** – Cronin Building, 133 West 11th Street, New York, NY

| Sample Number | Material | Location | Quantity |
|---|---|---|---|
| 080312-EN-01 | Tar Material | HN2 (13th Fl) South Column behind Block | |
| 080312-EN-02 | Paper / Tar | HN1 (12th Fl) West Column behind lock | |
| 080312-EN-03 | Paper / Tar | HN1 (12th Fl) South Column behind lock | |
| 080312-EN-04 | Vapor Barrier | 10th Floor South Window behind Brick | |
| 080312-EN-05 | Vapor Barrier | 7th Floor South Window behind Brick | |
| 080312-EN-06 | Vapor Barrier | 3rd Floor North Window behind Brick | |
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**Sample Type:** ☑ PLM ☑ TEM NOB ☐ Other _____ **Requested Completion Date/Time** 8/5/12 - 7:00 AM

**Sample #(s)** _____ **Total Samples #** _____ **Batch #** _____

**Relinquished by:** [signature] Ed Namath **Date:** 8/3/12 **Time:** _____ **Project #** 2728.001

**Received by:** [signature] **Date:** 8/3/12 **Time:** 1640 **Laboratory Name:** AmeriSci

**Special Instructions:** _____

347 Fifth Avenue, Suite 404, New York, NY 10016 - Phone 212-545-1855 Fax 212-545-0757

AMERI SCI

**AmeriSci New York**
117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

# PLM Bulk Asbestos Report

Advanced Environmental Corp.
Attn: Robert Puorro
347 Fifth Avenue
Suite 404
New York, NY 10016

**Date Received** 10/16/12 **AmeriSci Job #** 212103234
**Date Examined** 10/17/12 **P.O. #**
**ELAP #** 11480 **Page** 1 **of** 2
**RE:** 2728.001; Rudin West Village; Cronin Building, 133 West 11th Street, New York, NY

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 101612-EN- 01 | 212103234-01 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 10/17/12 |
| | **Location:** Tar Paper - 3rd Floor East Column | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 20.7 % | | | |
| 101612-EN- 02 | 212103234-02 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 10/17/12 |
| | **Location:** Tar Paper - 3rd Floor East Column | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 20.5 % | | | |
| 101612-EN- 03 | 212103234-03 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 10/17/12 |
| | **Location:** Tar Paper - 4th Floor East Column | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 3.8 % | | | |
| 101612-EN- 04 | 212103234-04 | *No* | NAD (by NYS ELAP 198.6) by David W. Roderick on 10/17/12 |
| | **Location:** Tar Paper - 4th Floor East Column | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Non-fibrous 15.7 % | | | |

See Reporting notes on last page

AmeriSci Job #: **212103234**
Client Name: Advanced Environmental Corp.



# PLM Bulk Asbestos Report

2728.001; Rudin West Village; Cronin Building, 133 West 11th Street, New York, NY

**Reporting Notes:**

Analyzed by: David W. Roderick

*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop; PLM Bulk Asbestos Analysis by EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab Code 200546-0), ELAP PLM Method 198.1 for NY friable samples or 198.6 for NOB samples (NY ELAP Lab ID11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. AIHA Lab # 102843, RI Cert#AAL-094, CT Cert#PH-0186, Mass Cert#AA000054.

Reviewed By: _____ END OF REPORT _____

Advanced Environmental Corp.

EC

**Chain of Custody** Rudin West Village
**Client & Project Location** – Cronin Building, 133 West 11th Street, New York, NY

| Sample Number | Material | Location | Quantity |
|---|---|---|---|
| 101612-EN-01 | Tar paper | 3rd Floor East Column | |
| 101612-EN-02 | Tar paper | 3rd Floor East Column | |
| 101612-EN-03 | Tar paper | 4th Floor East Column | |
| 101612-EN-04 | Tar paper | 4th Floor East Column | |
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212103234

**Sample Type:** ☒ PLM ☒ TEM NOB ☐ Other_____ **Requested Completion Date/Time** 10/17/12 - 7:00 AM

**Sample #(s)**_____ – _____ **Total Samples #**_____ **Batch #**_____

**Relinquished by:** _____ **Date:** 10/16/12 **Time:**_____ **Project #** 2728.001

**Received by:** _____ **Date:** 10/16/12 **Time:** 1629 **Laboratory Name:** AmeriSci

**Special Instructions:** _____

347 Fifth Avenue, Suite 404, New York, NY 10016 - Phone 212-545-1855 Fax 212-545-0757

AMERISCI

**AmeriSci New York**
117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

# PLM Bulk Asbestos Report

Advanced Environmental Corp.
Attn: Robert Puorro
347 Fifth Avenue
Suite 404
New York, NY 10016

**Date Received** 03/02/12 **AmeriSci Job #** 212031361
**Date Examined** 03/03/12 **P.O. #**
**ELAP #** 11480 **Page** 1 **of** 3
**RE:** 2728.001; Rudin West Village; Link/Coleman 1-17 7th Avenue, New York, NY

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 030212AS-01 | 212031361-01 | Yes | 2.6 % (by NYS ELAP 198.6) by Ella Babayeva on 03/03/12 |
| **Location:** Tar On CMU Wall / 17th Floor, MER, North Wall | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 2.6 %<br>**Other Material:** Non-fibrous 23.3 % | | | |
| 030212AS-02 | 212031361-02 | Yes | 2.9 % (by NYS ELAP 198.6) by Ella Babayeva on 03/03/12 |
| **Location:** Tar On CMU Wall / 17th Floor, MER, West Wall | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 2.9 %<br>**Other Material:** Non-fibrous 13.8 % | | | |
| 030212AS-03 | 212031361-03 | Yes | 5.3 % (by NYS ELAP 198.6) by Ella Babayeva on 03/03/12 |
| **Location:** Tar On CMU Wall / 16th Floor, S.E. Stairs Case | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 5.3 %<br>**Other Material:** Non-fibrous 29.4 % | | | |
| 030212AS-04 | 212031361-04 | Yes | 3.8 % (by NYS ELAP 198.6) by Ella Babayeva on 03/03/12 |
| **Location:** Tar On CMU Wall / Landing Between 16th & 15th Floor | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 3.8 %<br>**Other Material:** Non-fibrous 34.2 % | | | |
| 030212AS-05 | 212031361-05 | Yes | 4.8 % (by NYS ELAP 198.6) by Ella Babayeva on 03/03/12 |
| **Location:** Tar On CMU Wall / 15th Floor, West Stair Case | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 4.8 %<br>**Other Material:** Non-fibrous 26.4 % | | | |

See Reporting notes on last page

AmeriSci Job #: 212031361
Client Name: Advanced Environmental Corp.



# PLM Bulk Asbestos Report

2728.001; Rudin West Village; Link/Coleman 1-17 7th Avenue, New York, NY

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 030212AS-06 | 212031361-06 | *Yes* | 4.3 % (by NYS ELAP 198.6) by Ella Babayeva on 03/03/12 |
| **Location:** Tar On CMU Wall / 15th Floor, West Wall | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 4.3 %<br>**Other Material:** Non-fibrous 17.3 % | | | |
| 030212AS-07 | 212031361-07 | *Yes* | 2.2 % (ELAP 198.6; 400pc) by Ella Babayeva on 03/03/12 |
| **Location:** Tar On CMU Wall / 7th Floor, West | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 2.2 %<br>**Other Material:** Non-fibrous 52.8 % | | | |
| 030212AS-08 | 212031361-08 | *Yes* | 7.4 % (by NYS ELAP 198.6) by Ella Babayeva on 03/03/12 |
| **Location:** Tar On CMU Wall / 7th Floor, Staircase B | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 7.4 %<br>**Other Material:** Non-fibrous 44.5 % | | | |
| 030212AS-09 | 212031361-09 | *Yes* | 4.9 % (by NYS ELAP 198.6) by Ella Babayeva on 03/03/12 |
| **Location:** Tar On CMU Wall / 6th Floor, South West Corner, Exterior | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 4.9 %<br>**Other Material:** Non-fibrous 22.1 % | | | |
| 030212AS-10 | 212031361-10 | *Yes* | 1.7 % (ELAP 198.6; 400pc) by Ella Babayeva on 03/03/12 |
| **Location:** Tar On CMU Wall / 5th Floor, MER, West | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 1.7 %<br>**Other Material:** Non-fibrous 55.9 % | | | |
| 030212AS-11 | 212031361-11 | *Yes* | 7 % (by NYS ELAP 198.6) by Ella Babayeva on 03/03/12 |
| **Location:** Tar On CMU Wall / 4th Floor, West Side | | | |
| **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material<br>**Asbestos Types:** Chrysotile 7.0 %<br>**Other Material:** Non-fibrous 31.6 % | | | |

See Reporting notes on last page

AmeriSci Job #: **212031361**
Client Name: Advanced Environmental Corp.



# PLM Bulk Asbestos Report

2728.001; Rudin West Village; Link/Coleman 1-17 7th Avenue, New York, NY

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 030212AS-12 | 212031361-12 | *No* | NAD |
| **Location:** Tar On Brick Behind CMU / Basement, South Middle Wall | | | (by NYS ELAP 198.6) by Ella Babayeva on 03/03/12 |
| **Analyst Description:** Black, Heterogeneous, Non-Fibrous, Bulk Material | | | |
| **Asbestos Types:** | | | |
| **Other Material:** Non-fibrous 42.9 % | | | |

**Reporting Notes:**
Analyzed by: Ella Babayeva

*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop; PLM Bulk Asbestos Analysis by EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab Code 200546-0), ELAP PLM Method 198.1 for NY friable samples or 198.6 for NOB samples (NY ELAP Lab ID11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. AIHA Lab # 102843, RI Cert#AAL-094, CT Cert#PH-0186, Mass Cert#AA000054.

Reviewed By:_____ END OF REPORT

212031361

Advanced Environmental Corp.

EC

**Chain of Custody** Rudin West Village
**Client & Project Location** – Link/Coleman, 1-17 7th Avenue, New York, NY

| Sample Number | Material | Location | Quantity |
|---|---|---|---|
| 030212AS-01 | Tar on CMU Wall | 17th Floor, MER, North Wall | |
| 030212AS-02 | Tar on CMU Wall | 17th Floor, MER, West Wall | |
| 030212AS-03 | Tar on CMU Wall | 16th Floor, S.E. Stairs Case | |
| 030212AS-04 | Tar on CMU Wall | Landing Between 16th & 15th Floor | |
| 030212AS-05 | Tar on CMU Wall | 15th Floor, West Stair Case | |
| 030212AS-06 | Tar on CMU Wall | 15th Floor, West Wall | |
| 030212AS-07 | Tar on CMU Wall | 7th Floor, West | |
| 030212AS-08 | Tar on CMU Wall | 7th Floor, Staircase B | |
| 030212AS-09 | Tar on CMU Wall | 6th Floor, South West Corner, Exterior | |
| 030212AS-10 | Tar on CMU Wall | 5th Floor, MER, West | |
| 030212AS-11 | Tar on CMU Wall | 4th Floor, West Side | |
| 030212AS-12 | Tar on Brick Behind CMU | Basement, South Middle Wall | |
| | | | |

**Sample Type:** ☐ PLM ☐ TEM NOB ☐ Other_____ **Requested Completion Date/Time** 3/9/12 - 7:00 AM

**Sample #(s)**_____ – _____ **Total Samples #**_____ **Batch #**_____

**Relinquished by:**_____ **Date:**_____ **Time:**_____ **Project #** 2728.001

**Received by:** [illegible] **Date:** 3/21/12 **Time:** 1631 **Laboratory Name:** AmeriSci

**Special Instructions:**_____

347 Fifth Avenue, Suite 404, New York, NY 10016 - Phone 212-545-1855 Fax 212-545-0757

AmeriSci Job #: **211074704**
Client Name: Advanced Environmental Corp.



# PLM Bulk Asbestos Report

2728.001; Rudin West Village; Link/ Coleman, 1 - 15 7th Avenue, New York, NY

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 071911AS-06 | 211074704-06 | No | NAD (by NYS ELAP 198.6) by Madell E. Collins on 07/20/11 |
| | **Location:** 2'x2' Ceiling Tiles, Type A, Throughout | | |
| | **Analyst Description:** Grey/White, Homogeneous, Fibrous, Bulk Material | | |
| | **Asbestos Types:** | | |
| | **Other Material:** Non-fibrous 17.9 % | | |
| 071911AS-07 | 211074704-07 | No | NAD (by NYS ELAP 198.1) by Madell E. Collins on 07/20/11 |
| | **Location:** Spray On Fireproofing, 16th Floor | | |
| | **Analyst Description:** Grey, Homogeneous, Fibrous, Bulk Material | | |
| | **Asbestos Types:** | | |
| | **Other Material:** Cellulose 15 %, Fibrous glass 1 %, Non-fibrous 84 % | | |
| 071911AS-08 | 211074704-08 | No | NAD (by NYS ELAP 198.1) by Madell E. Collins on 07/20/11 |
| | **Location:** Spray On Fireproofing, 13th Floor | | |
| | **Analyst Description:** Grey, Homogeneous, Fibrous, Bulk Material | | |
| | **Asbestos Types:** | | |
| | **Other Material:** Cellulose 15 %, Fibrous glass 2 %, Non-fibrous 83 % | | |
| 071911AS-09 | 211074704-09 | No | NAD (by NYS ELAP 198.1) by Madell E. Collins on 07/20/11 |
| | **Location:** Spray On Fireproofing, 10th Floor | | |
| | **Analyst Description:** Grey, Homogeneous, Fibrous, Bulk Material | | |
| | **Asbestos Types:** | | |
| | **Other Material:** Cellulose 15 %, Fibrous glass 2 %, Non-fibrous 83 % | | |
| 071911AS-10 | 211074704-10 | No | NAD (by NYS ELAP 198.1) by Madell E. Collins on 07/20/11 |
| | **Location:** Spray On Fireproofing, 7th Floor | | |
| | **Analyst Description:** Grey, Homogeneous, Fibrous, Bulk Material | | |
| | **Asbestos Types:** | | |
| | **Other Material:** Cellulose 10 %, Fibrous glass 1 %, Non-fibrous 89 % | | |
| 071911AS-11 | 211074704-11 | No | NAD (by NYS ELAP 198.1) by Madell E. Collins on 07/20/11 |
| | **Location:** Spray On Fireproofing, 5th Floor | | |
| | **Analyst Description:** Grey, Homogeneous, Fibrous, Bulk Material | | |
| | **Asbestos Types:** | | |
| | **Other Material:** Cellulose 15 %, Fibrous glass 1 %, Non-fibrous 84 % | | |

See Reporting notes on last page

AmeriSci Job #: **211074704**
Client Name: Advanced Environmental Corp.



# PLM Bulk Asbestos Report

2728.001; Rudin West Village; Link/ Coleman, 1 - 15 7th Avenue, New York, NY

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|---|---|
| 071911AS-12 | 211074704-12 | *No* | NAD (by NYS ELAP 198.1) by Madell E. Collins on 07/20/11 |
| **Location:** Spray On Fireproofing, 3rd Floor | | | |
| **Analyst Description:** Grey, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Cellulose 15 %, Fibrous glass 2 %, Non-fibrous 83 % | | | |
| 071911AS-13 | 211074704-13 | *No* | NAD (by NYS ELAP 198.1) by Madell E. Collins on 07/20/11 |
| **Location:** Spray On Fireproofing, 1st Floor | | | |
| **Analyst Description:** Grey, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Cellulose 15 %, Fibrous glass 2 %, Non-fibrous 83 % | | | |
| 071911AS-14 | 211074704-14 | *No* | NAD (by NYS ELAP 198.1) by Madell E. Collins on 07/20/11 |
| **Location:** Gypsum, 16th Floor | | | |
| **Analyst Description:** Grey/Tan, Heterogeneous, Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Cellulose 10 %, Fibrous glass Trace, Non-fibrous 90 % | | | |
| 071911AS-15 | 211074704-15 | *No* | NAD (by NYS ELAP 198.1) by Madell E. Collins on 07/20/11 |
| **Location:** Gypsum, 13th Floor | | | |
| **Analyst Description:** Grey/Tan, Heterogeneous, Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Cellulose 5 %, Fibrous glass Trace, Non-fibrous 95 % | | | |
| 071911AS-16 | 211074704-16 | *No* | NAD (by NYS ELAP 198.1) by Madell E. Collins on 07/20/11 |
| **Location:** Gypsum, 10th Floor | | | |
| **Analyst Description:** Grey/Tan, Heterogeneous, Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Cellulose 5 %, Fibrous glass Trace, Non-fibrous 95 % | | | |
| 071911AS-17 | 211074704-17 | *No* | NAD (by NYS ELAP 198.1) by Madell E. Collins on 07/20/11 |
| **Location:** Gypsum, 7th Floor | | | |
| **Analyst Description:** Grey/Tan, Homogeneous, Fibrous, Bulk Material<br>**Asbestos Types:**<br>**Other Material:** Fibrous glass 1 %, Non-fibrous 99 % | | | |

See Reporting notes on last page

Advanced Environmental Corp.

EC

**Chain of Custody** Rudin West Village
**Client & Project Location** – Link/Coleman, 1-15 7th Avenue, New York, NY

| Sample Number | Material | Location | Quantity |
|---|---|---|---|
| 071911AS-01 | 12" x 12" Floor Tiles, Pink/Brown | 16th Floor, Throughout | |
| 071911AS-02 | 12" x 12" Floor Tiles, Pink/Brown | 16th Floor, Throughout | |
| 071911AS-03 | Floor tiles Under, 12" x 12" Floor Tiles, Pink/Brown | 16th Floor, Throughout | |
| 071911AS-04 | Floor tiles Under, 12" x 12" Floor Tiles, Pink/Brown | 16th Floor, Throughout | |
| 071911AS-05 | 2' x 2' Ceiling Tiles, Type A | Throughout | |
| 071911AS-06 | 2' x 2' Ceiling Tiles, Type A | Throughout | |
| 071911AS-07 | Spray On Fireproofing | 16th Floor | |
| 071911AS-08 | Spray On Fireproofing | 13th Floor | |
| 071911AS-09 | Spray On Fireproofing | 10th Floor | |
| 071911AS-10 | Spray On Fireproofing | 7th Floor | |
| 071911AS-11 | Spray On Fireproofing | 5th Floor | |
| 071911AS-12 | Spray On Fireproofing | 3rd Floor | |

211074704

**Sample Type:** ☐ PLM ☑ TEM NOB ☐ Other _____ **Requested Completion Date/Time** 7/20/11 - 7:00 AM

**Sample #(s)** _____ **Total Samples #** _____ **Batch #** _____

**Relinquished by:** _____ **Date:** 7/19/11 **Time:** _____ **Project #** 2728.001

**Received by:** _____ **Date:** 7/19 **Time:** 1630 **Laboratory Name:** AmeriSci

**Special Instructions:** _____

347 Fifth Avenue, Suite 404, New York, NY 10016 - Phone 212-545-1855 Fax 212-545-0757

Advanced Environmental Corp.

**Chain of Custody** Rudin West Village
**Client & Project Location** – Link/Coleman, 1-15 7th Avenue, New York, NY

| Sample Number | Material | Location | Quantity |
|---|---|---|---|
| 071911AS-13 | Spray On Fireproofing | 1st Floor | |
| 071911AS-14 | Gypsum | 16th Floor | |
| 071911AS-15 | Gypsum | 13th Floor | |
| 071911AS-16 | Gypsum | 10th Floor | |
| 071911AS-17 | Gypsum | 7th Floor | |
| 071911AS-18 | Gypsum | 5th Floor | |
| 071911AS-19 | Gypsum | 3rd Floor | |
| 071911AS-20 | Gypsum | 1st Floor | |
| 071911AS-21 | 12" x 12" Floor Tiles, Grey/Blue | 15th Floor, Throughout | |
| 071911AS-22 | 12" x 12" Floor Tiles, Grey/Blue | 15th Floor, Throughout | |
| 071911AS-23 | 2' x 2' Ceiling Tiles, Type B | Throughout | |
| 071911AS-24 | 2' x 2' Ceiling Tiles, Type B | Throughout | |
| 071911AS-25 | 2' x 4' Ceiling Tiles, Type A | Throughout | |

211074704

**Sample Type:** ☒ PLM ☒ TEM NOB ☐ Other _____ **Requested Completion Date/Time** 7/20/11 - 7:00 AM

**Sample #(s)** _____ – _____ **Total Samples #** _____ **Batch #** _____

**Relinquished by:** _____ **Date:** 7/19/11 **Time:** _____ **Project #** 2728.001

**Received by:** _____ **Date:** 7/19 **Time:** 1630 **Laboratory Name:** AmeriSci

**Special Instructions:** _____

347 Fifth Avenue, Suite 404, New York, NY 10016 - Phone 212-545-1855 Fax 212-545-0757

**APPENDIX C**

**TEM Bulk Sample Analysis Results**

AmeriSci Job #: **211076444**

Client Name: Advanced Environmental Corp.



## Table I
## Summary of Bulk Asbestos Analysis Results
2728.001; Rudin West Village; Spellman, 143-147 West 11th Street, New York, NY

| AmeriSci Sample # | Client Sample# | HG Area | Sample Weight (gram) | Heat Sensitive Organic % | Acid Soluble Inorganic % | Insoluble Non-Asbestos Inorganic % | ** Asbestos % by PLM/DS | ** Asbestos % by TEM |
|---|---|---|---|---|---|---|---|---|
| 01 | 072611AS-92 | | — | — | — | — | NAD | NA |
| Location: | Terracotta Tile Mortar, 10th Floor, Terrace | | | | | | | |
| 02 | 072611AS-93 | | — | — | — | — | NAD | NA |
| Location: | Terracotta Tile Mortar, 10th Floor, Terrace | | | | | | | |
| 03 | 072611AS-94 | | 0.168 | 69.6 | 25.0 | 5.4 | NAD | NAD |
| Location: | Terracotta Tile Joint Caulk, 10th Floor, Terrace | | | | | | | |
| 04 | 072611AS-95 | | 0.113 | 69.9 | 23.0 | 7.1 | NAD | NAD |
| Location: | Terracotta Tile Joint Caulk, 10th Floor, Terrace | | | | | | | |
| 05 | 072611AS-96 | | 0.245 | 24.5 | 70.6 | 4.9 | NAD | NAD |
| Location: | Caulk Under Parapet Coping Stone, 10th Floor, Terrace | | | | | | | |
| 06 | 072611AS-97 | | 0.286 | 23.8 | 68.9 | 7.3 | NAD | NAD |
| Location: | Caulk Under Parapet Coping Stone, 10th Floor, Terrace | | | | | | | |
| 07 | 072611AS-98 | | 0.244 | 68.0 | 26.2 | 5.6 | NAD | Anthophyllite Trace |
| Location: | Parapet Coping Stone Joint Caulk, 10th Floor, Terrace | | | | | | | |
| 08 | 072611AS-99 | | 0.306 | 69.9 | 23.9 | 6.1 | NAD | Anthophyllite Trace |
| Location: | Parapet Coping Stone Joint Caulk, 10th Floor, Terrace | | | | | | | |
| 09 | 072611AS-100 | | 0.121 | 86.8 | 11.6 | 1.7 | NAD | NAD |
| Location: | Parapet Flashing Membrane, 10th Floor, Terrace | | | | | | | |
| 10 | 072611AS-101 | | 0.197 | 88.3 | 9.6 | 2.0 | NAD | NAD |
| Location: | Parapet Flashing Membrane, 10th Floor, Terrace | | | | | | | |
| 11 | 072611AS-102 | | 0.105 | 69.5 | 27.6 | 2.7 | NAD | Anthophyllite <1.0 |
| Location: | Caulk On Brick By Exterior Door, 10th Floor, Terrace | | | | | | | |
| 12 | 072611AS-103 | | 0.361 | 70.6 | 24.1 | 5.1 | NAD | Anthophyllite <1.0 |
| Location: | Caulk On Brick By Exterior Door, 10th Floor, Terrace | | | | | | | |
| 13 | 072611AS-104 | | 0.178 | 69.7 | 25.8 | 4.5 | NAD | NAD |
| Location: | Parapet Coping Stone Joint Caulk, Top Roof | | | | | | | |
| 14 | 072611AS-105 | | 0.146 | 69.9 | 26.0 | 4.1 | NAD | NAD |
| Location: | Parapet Coping Stone Joint Caulk, 9th Floor, Terrace | | | | | | | |
| 15 | 072611AS-106 | | 0.100 | 75.0 | 24.0 | 1.0 | NAD | NAD |
| Location: | Caulk On Vent Pipe, Top Roof | | | | | | | |
| 16 | 072611AS-107 | | 0.195 | 64.6 | 34.9 | 0.5 | NAD | NAD |
| Location: | Caulk On Vent Pipe, 9th Floor, Terrace | | | | | | | |

See Reporting notes on last page

## Table I
## Summary of Bulk Asbestos Analysis Results
2728.001; Rudin West Village; Spellman, 143-147 West 11th Street, New York, NY

| AmeriSci Sample # | Client Sample# | HG Area | Sample Weight (gram) | Heat Sensitive Organic % | Acid Soluble Inorganic % | Insoluble Non-Asbestos Inorganic % | ** Asbestos % by PLM/DS | ** Asbestos % by TEM |
|---|---|---|---|---|---|---|---|---|
| 17 | 072611AS-108 | | 0.207 | 78.3 | 21.3 | 0.5 | NAD | NAD |
| Location: | Roof Membrane Joint Tar, Top Roof | | | | | | | |
| 18 | 072611AS-109 | | 0.187 | 74.9 | 24.6 | 0.5 | NAD | NAD |
| Location: | Roof Membrane Joint Tar, 9th Floor, Terrace | | | | | | | |
| 19 | 072611AS-110 | | 0.195 | 97.4 | 2.1 | 0.5 | NAD | NAD |
| Location: | Tar On Parapet Wall Under Membrane, Top Roof | | | | | | | |
| 20 | 072611AS-111 | | 0.149 | 98.0 | 0.7 | 1.3 | NAD | NAD |
| Location: | Tar On Parapet Wall Under Membrane, 9th Floor, Terrace | | | | | | | |
| 21 | 072611AS-112 | | 0.174 | 82.8 | 16.1 | 1.1 | NAD | NAD |
| Location: | Tar, Bottom Layer, Layer 1, 10th Floor, Terrace | | | | | | | |
| 22 | 072611AS-113 | | 0.174 | 89.1 | 9.8 | 1.1 | NAD | NAD |
| Location: | Tar, Bottom Layer, Layer 1, 10th Floor, Terrace | | | | | | | |
| 23 | 072611AS-114 | | 0.103 | 83.5 | 12.6 | 3.9 | NAD | NAD |
| Location: | Roof Membrane, Layer 2, 10th Floor, Terrace | | | | | | | |
| 24 | 072611AS-115 | | 0.194 | 81.4 | 11.9 | 6.7 | NAD | NAD |
| Location: | Roof Membrane, Layer 2, 10th Floor, Terrace | | | | | | | |
| 25 | 072611AS-116 | | 0.191 | 93.2 | 6.3 | 0.5 | NAD | NAD |
| Location: | Tar, Layer 3, 10th Floor, Terrace | | | | | | | |
| 26 | 072611AS-117 | | 0.215 | 90.2 | 8.8 | 0.9 | NAD | NAD |
| Location: | Tar, Layer 3, 10th Floor, Terrace | | | | | | | |
| 27 | 072611AS-118 | | 0.146 | 86.3 | 7.5 | 6.2 | NAD | NAD |
| Location: | Roof Membrane, Top Layer, Layer 4, 10th Floor, Terrace | | | | | | | |
| 28 | 072611AS-119 | | 0.115 | 85.2 | 13.0 | 1.7 | NAD | NAD |
| Location: | Roof Membrane, Top Layer, Layer 4, 10th Floor, Terrace | | | | | | | |
| 29 | 072611AS-120 | | 0.136 | 78.7 | 20.6 | 0.7 | NAD | NAD |
| Location: | Tar, Bottom Layer, Layer 1, 9th Floor, Terrace | | | | | | | |
| 30 | 072611AS-121 | | 0.174 | 78.2 | 21.3 | 0.6 | NAD | NAD |
| Location: | Tar, Bottom Layer, Layer 1, Top Roof | | | | | | | |
| 31 | 072611AS-122 | | 0.106 | 74.5 | 24.5 | 0.9 | NAD | NAD |
| Location: | Roof Membrane, Top Layer, Layer 3, 9th Floor, Terrace | | | | | | | |
| 32 | 072611AS-123 | | 0.263 | 57.8 | 41.8 | 0.4 | NAD | NAD |
| Location: | Roof Membrane, Top Layer, Layer 3, Top Roof | | | | | | | |

See Reporting notes on last page

## Table I
## Summary of Bulk Asbestos Analysis Results
2728.001; Rudin West Village; Spellman, 143-147 West 11th Street, New York, NY

| AmeriSci Sample # | Client Sample# | HG Area | Sample Weight (gram) | Heat Sensitive Organic % | Acid Soluble Inorganic % | Insoluble Non-Asbestos Inorganic % | ** Asbestos % by PLM/DS | ** Asbestos % b TEM |
|---|---|---|---|---|---|---|---|---|
| 33 | 072611AS-124 | | — | — | — | — | NAD | NA |
| Location: | Cementitious Insulation, Middle Layer, Layer 2, 9th Floor, Terrace | | | | | | | |
| 34 | 072611AS-125 | | — | — | — | — | NAD | NA |
| Location: | Cementitious Insulation, Middle Layer, Layer 2, Top Roof | | | | | | | |
| 35 | 072611AS-126 | | 0.160 | 96.9 | 2.5 | 0.6 | NAD | NAD |
| Location: | Tar, Bottom Layer, Layer 1, 9th Floor, Terrace, At Parapet Wall/ Flashing | | | | | | | |
| 36 | 072611AS-127 | | 0.205 | 96.6 | 2.9 | 0.5 | NAD | NAD |
| Location: | Tar, Bottom Layer, Layer 1, Top Roof Of Parapet Wall/ Flashing | | | | | | | |
| 37 | 072611AS-128 | | — | — | — | — | NAD | NA |
| Location: | Cementitious Insulation, Middle Layer, Layer 2, 9th Floor, Terrace, At Parapet Wall/ Flashing | | | | | | | |
| 38 | 072611AS-129 | | — | — | — | — | NAD | NA |
| Location: | Cementitious Insulation, Middle Layer, Layer 2, Top Roof At Parapet Wall/ Flashing | | | | | | | |
| 39 | 072611AS-130 | | 0.188 | 80.9 | 18.1 | 1.1 | NAD | NAD |
| Location: | Roof Membrane, Top Layer, Layer 3, 9th Floor, Terrace, At Parapet Wall/ Flashing | | | | | | | |
| 40 | 072611AS-131 | | 0.141 | 79.4 | 19.1 | 1.4 | NAD | NAD |
| Location: | Roof Membrane, Top Layer, Layer 3, Top Roof At Parapet Wall/ Flashing | | | | | | | |
| 41 | 072611AS-132 | | 0.131 | 13.7 | 84.0 | 2.3 | NAD | NAD |
| Location: | 12"x12" Floor Tiles, Various, Cellar, Throughout | | | | | | | |
| 42 | 072611AS-133 | | 0.247 | 15.0 | 83.4 | 1.6 | NAD | NAD |
| Location: | 12"x12" Floor Tiles, Various, Cellar, Throughout | | | | | | | |
| 43 | 072611AS-134 | | 0.232 | 22.4 | 75.4 | 2.2 | NAD | NAD |
| Location: | Floor Tiles Under 12"x12" Floor Tiles, Various, Cellar, Throughout | | | | | | | |
| 44 | 072611AS-135 | | 0.244 | 14.8 | 83.2 | 2.0 | NAD | NAD |
| Location: | Floor Tiles Under 12"x12" Floor Tiles, Various, Cellar, Throughout | | | | | | | |

# Table I
## Summary of Bulk Asbestos Analysis Results
2728.001; Rudin West Village; Roof Areas; Reiss Building; 134 West 12th St., New York, NY

| AmeriSci Sample # | Client Sample# | HG Area | Sample Weight (gram) | Heat Sensitive Organic % | Acid Soluble Inorganic % | Insoluble Non-Asbestos Inorganic % | ** Asbestos % by PLM/DS | ** Asbestos % by TEM |
|---|---|---|---|---|---|---|---|---|
| 01 | 062111EN-01 | | 0.364 | 56.6 | 21.2 | 22.3 | NAD | NAD |
| Location: Roof Membrane Mechanical Roof Top Layer | | | | | | | | |
| 02 | 062111EN-02 | | --- | --- | --- | --- | NAD | NA |
| Location: Insulation Mechanical Roof 2nd Layer | | | | | | | | |
| 03 | 062111EN-03 | | 0.209 | 97.6 | 0.5 | 1.9 | NAD | NAD |
| Location: Roof Membrane Mechanical Roof Bottom Layer | | | | | | | | |
| 04 | 062111EN-04 | | 0.247 | 21.5 | 23.9 | 48.4 | Chrysotile 6.2 | NA |
| Location: Caulking Mechanical Roof At Copper Flashing | | | | | | | | |
| 05 | 062111EN-05 | | 0.201 | 72.1 | 19.9 | 8.0 | NAD | NAD |
| Location: Sealant/ Caulk Mechanical Roof At Coping Stones | | | | | | | | |
| 06 | 062111EN-06 | | 0.322 | 62.4 | 21.7 | 15.8 | NAD | NAD |
| Location: Roof Membrane Main Roof Top Layer | | | | | | | | |
| 07 | 062111EN-07 | | --- | --- | --- | --- | NAD | NA |
| Location: Insulation Main Roof 2nd Layer | | | | | | | | |
| 08 | 062111EN-08 | | 0.327 | 90.8 | 2.4 | 6.7 | NAD | NAD |
| Location: Roof Memorane Main Roof Bottom Layer | | | | | | | | |
| 09 | 062111EN-09 | | 0.208 | 40.5 | 36.9 | 22.7 | Chrysotile 6.2 | NA |
| Location: Caulking Main Roof At Copper Flashing | | | | | | | | |
| 10 | 062111EN-10 | | 0.216 | 70.8 | 19.0 | 10.2 | NAD | NAD |
| Location: Sealant/ Caulk Main Roof At Coping Stones | | | | | | | | |
| 11 | 062111EN-11 | | 0.374 | 64.2 | 22.2 | 13.6 | NAD | NAD |
| Location: Roof Memorane 8th Floor South Roof Top Layer | | | | | | | | |
| 12 | 062111EN-12 | | --- | --- | --- | --- | NAD | NA |
| Location: Insulation 8th Floor South Roof 2nd Layer | | | | | | | | |
| 13 | 062111EN-13 | | 0.342 | 88.3 | 3.5 | 8.2 | NAD | NAD |
| Location: Roof Memorane 8th Floor South Roof Bottom Layer | | | | | | | | |
| 14 | 062111EN-14 | | 0.235 | 17.0 | 23.9 | 59.1 | Chrysotile 3.7 | NA |
| Location: Caulking 8th Floor South Roof At Copper Flashing | | | | | | | | |
| 15 | 062111EN-15 | | 0.337 | 73.0 | 19.9 | 7.1 | NAD | NAD |
| Location: Roof Memorane 7th Floor Northwest Play Roof 1 Layer Over Concrete | | | | | | | | |
| 16 | 062111EN-16 | | 0.327 | 89.6 | 5.2 | 5.2 | NAD | NAD |
| Location: Roof Membrane (Hot Mop) 3rd Floor Crossover Roof Beneath Gravel | | | | | | | | |

See Reporting notes on last page

## Table I
## Summary of Bulk Asbestos Analysis Results

2728.001; Rudin West Village; Roof Areas; Reiss Building; 134 West 12th St., New York, NY

| AmeriSci Sample # | Client Sample# | HG Area | Sample Weight [gram] | Heat Sensitive Organic % | Acid Soluble Inorganic % | Insoluble Non-Asbestos Inorganic % | ** Asbestos % by PLM/DS | ** Asbestos % by TEM |
|---|---|---|---|---|---|---|---|---|
| 17 | 062111EN-17 | | 0.272 | 97.8 | 1.5 | 0.7 | NAD | NAD |
| Location: | Roof Membrane (Hot Mop) 3rd Floor Crossover Roof Beneath Gravel | | | | | | | |
| 18 | 062111EN-18 | | 0.281 | 10.7 | 38.8 | 45.4 | Chrysotile <0.25<br>Anthophyllite <0.25 | Anthophyllite 5.0<br>Chrysotile Trace |
| Location: | Caulking 3rd Floor Crossover Roof At Copper Flashing | | | | | | | |
| 19 | 062111EN-19 | | 0.229 | 72.5 | 20.1 | 7.4 | NAD | NAD |
| Location: | Sealant/ Caulk 3rd Floor Crossover Roof At Coping Stones | | | | | | | |
| 20 | 062111EN-20 | | 0.180 | 55.0 | 22.1 | [illegible] | Chrysotile [illegible] | NA |
| Location: | Tar/ Mastic 3rd Floor Crossover Roof At Corner On Copper | | | | | | | |

Analyzed by: Roman Peysakhov_____; Date Analyzed 6/23/2011

**Quantitative Analysis (Semi/Full); Bulk Asbestos Analysis - PLM by EPA 600/M4-82-020 per 40 CFR or ELAP 198.1 for New York friable samples or ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (not covered by NVLAP Bulk accreditation) or ELAP 198.4; for New York samples; NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "NVA = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses); AIHA Lab # 102843, NVLAP Lab Code 200546-0, NYSDOH ELAP Lab ID#11480.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. soils and other heterogenous materials).

Reviewed By:_____

AmeriSci Job #: **212111764**

Client Name: Advanced Environmental Corp.



## Table I
## Summary of Bulk Asbestos Analysis Results
2728.001; Rudin West Village; Reiss Building, 134 West 12th Street, NY, NY

| AmeriSci Sample # | Client Sample# | HG Area | Sample Weight (gram) | Heat Sensitive Organic % | Acid Soluble Inorganic % | Insoluble Non-Asbestos Inorganic % | ** Asbestos % by PLM/DS | ** Asbestos % by TEM |
|---|---|---|---|---|---|---|---|---|
| 01 | 110912EN- 01 | | 0.099 | 68.7 | 16.2 | 15.2 | NAD | NAD |
| Location: | Tar - 2nd Floor South Column ( Interior ) | | | | | | | |
| 02 | 110912EN- 02 | | 0.114 | 57.9 | 19.3 | 22.8 | NAD | NAD |
| Location: | Tar - 2nd Floor South Column ( Interior ) | | | | | | | |
| 03 | 110912EN- 03 | | 0.411 | 50.1 | 8.8 | 27.4 | Chrysotile 13.7 | NA |
| Location: | Tar / Mesh - 2nd Floor Spandrel | | | | | | | |
| 04 | 110912EN- 04 | | 0.392 | 67.6 | 7.9 | 21.5 | Chrysotile 3.0 | NA |
| Location: | Tar / Mesh - 2nd Floor Spandrel | | | | | | | |
| 05 | 110912EN- 05 | | 0.377 | 72.4 | 7.7 | 19.9 | NAD | NAD |
| Location: | Tar / Membrane - 2nd Floor South Below Window Bricks | | | | | | | |
| 06 | 110912EN- 06 | | 0.284 | 71.8 | 8.8 | 19.4 | NAD | NAD |
| Location: | Tar / Membrane - 1st Floor Crossover Below Window Bricks | | | | | | | |

940

Analyzed by: Ravi N. Krishnappa _____; Date Analyzed 11/10/2012

**Quantitative Analysis (Semi/Full); Bulk Asbestos Analysis - PLM by EPA 600/M4-82-020 per 40 CFR or ELAP 198.1 for New York friable samples or ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (not covered by NVLAP Bulk accreditation) or ELAP 198.4; for New York samples; NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "NVA = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses); AIHA Lab # 102843, NVLAP Lab Code 200546-0, NYSDOH ELAP Lab ID#11480.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. soils and other heterogenous materials).

Revlewed By:_____

# Table I
## Summary of Bulk Asbestos Analysis Results

2728.001; Rudin West Village; Reiss Building, 134 West 12th Street. NY, NY (Report Amended 11/5/2012)

| AmeriSci Sample # | Client Sample# | HG Area | Sample Weight (gram) | Heat Sensitive Organic % | Acid Soluble Inorganic % | Insoluble Non-Asbestos Inorganic % | ** Asbestos % by PLM/DS | ** Asbestos % by TEM |
|---|---|---|---|---|---|---|---|---|
| 01 | 110212EN-41 | | 0.168 | 64.3 | 7.1 | 22.2 | Chrysotile 6.4 | NA |
| Location: | Tar 1st Floor South Column (Exterior) | | | | | | | |
| 02 | 110212EN-42 | | 0.187 | 61.0 | 9.6 | 22.5 | Chrysotile 6.9 | NA |
| Location: | Tar 1st Floor South Column (Exterior) | | | | | | | |
| 03 | 110212EN-43 | | 0.298 | 70.8 | 6.7 | 22.5 | NAD | NAD |
| Location: | Tar/ Membrane 1st Floor South Below Window Bricks | | | | | | | |
| 04 | 110212EN-44 | | 0.256 | 73.4 | 6.3 | 20.3 | NAD | NAD |
| Location: | Tar/ Membrane 1st Floor South Below Window Bricks | | | | | | | |
| 05 | 110212EN-45 | | 0.120 | 22.5 | 20.8 | 56.7 | NAD | NAD |
| Location: | Tar 1st Floor East Column (Interior) | | | | | | | |
| 06 | 110212EN-46 | | 0.104 | 31.7 | 26.9 | 41.1 | NAD | Chrysotile <1.0 |
| Location: | Tar 1st Floor East Column (Interior) | | | | | | | |

Analyzed by: Ravi N. Krishnappa; ; Date Analyzed 11/6/2012

**Quantitative Analysis (Semi/Full); Bulk Asbestos Analysis - PLM by EPA 600/M4-82-020 per 40 CFR or ELAP 198.1 for New York friable samples or ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (not covered by NVLAP Bulk accreditation) or ELAP 198.4; for New York samples; NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis; Asbestos analysis results of "Present" or "NVA = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses); AIHA Lab # 102843, NVLAP Lab Code 200548-0, NYSDOH ELAP Lab ID#11480.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. soils and other heterogenous materials).

Reviewed By:_____

AmeriSci Job #: **211073741**

Client Name: Advanced Environmental Corp.



## Table I
## Summary of Bulk Asbestos Analysis Results
2728.001; Rudin; Raskob Smith, 160 W. 12th Street, New York, NY

| AmeriSci Sample # | Client Sample# | HG Area | Sample Weight (gram) | Heat Sensitive Organic % | Acid Soluble Inorganic % | Insoluble Non-Asbestos Inorganic % | ** Asbestos % by PLM/DS | ** Asbestos % by TEM |
|---|---|---|---|---|---|---|---|---|
| 01 | 071411AS-69 | | 0.306 | 17.0 | 38.6 | 44.4 | NAD | NAD |
| Location: | 12" x 12" Floor Tiles, Beige / 1st Floor, Raskob Building, Room 22 | | | | | | | |
| 02 | 071411AS-70 | | 0.267 | 18.4 | 38.6 | 43.1 | NAD | NAD |
| Location: | 12" x 12" Floor Tiles, Beige / 1st Floor, Raskob Building, Room 16 | | | | | | | |
| 03 | 071411AS-71 | | 0.306 | 19.6 | 41.8 | 38.6 | NAD | NAD |
| Location: | 12" x 12" Floor Tiles, White / Grey / 1st Floor, Hallway, Raskob Building | | | | | | | |
| 04 | 071411AS-72 | | 0.352 | 17.9 | 38.4 | 43.8 | NAD | NAD |
| Location: | 12" x 12" Floor Tiles, White / Grey / 1st Floor, Hallway, Raskob Building | | | | | | | |
| 05 | 071411AS-73 | | 0.329 | 60.5 | 38.6 | 0.9 | NAD | NAD |
| Location: | Linoleum Floor, White / 1st Floor, Raskob Building, Room 18 | | | | | | | |
| 06 | 071411AS-74 | | 0.273 | 59.7 | 39.2 | 1.1 | NAD | NAD |
| Location: | Linoleum Floor, White / 1st Floor, Raskob Building, Room 02 | | | | | | | |
| 07 | 071411AS-75 | | 0.129 | 26.4 | 69.8 | 3.9 | NAD | NAD |
| Location: | Caulk Above Metal Cap Flashing / 12th Floor, Raskob Building, Roof | | | | | | | |
| 08 | 071411AS-76 | | 0.152 | 24.3 | 64.5 | 11.2 | NAD | NAD |
| Location: | Caulk Above Metal Cap Flashing / 11th Floor, Smith Building, Roof | | | | | | | |
| 09 | 071411AS-77 | | 0.636 | 49.4 | 17.8 | 32.9 | NAD | NAD |
| Location: | Tar On Roof Seams / 15th Floor, Raskob Building, Roof | | | | | | | |
| 10 | 071411AS-78 | | 0.494 | 56.1 | 21.7 | 22.3 | NAD | NAD |
| Location: | Tar On Roof Seams / 9th Floor, Smith Building, Roof | | | | | | | |
| 11 | 071411AS-79 | | 0.186 | 62.9 | 35.5 | 1.6 | NAD | NAD |
| Location: | Caulk On Support Pipes And Vent Pipes / 12th Floor, Raskob Building, Roof | | | | | | | |
| 12 | 071411AS-80 | | 0.153 | 66.0 | 32.7 | 1.3 | NAD | NAD |
| Location: | Caulk On Support Pipes And Vent Pipes / 12th Floor, Raskob Building, Roof | | | | | | | |
| 13 | 071411AS-81 | | 0.487 | 79.5 | 4.7 | 15.8 | NAD | NAD |
| Location: | Tar On Vent Pipes / 12th Floor, Raskob Building, Roof | | | | | | | |
| 14 | 071411AS-82 | | 0.410 | 77.8 | 9.3 | 12.9 | NAD | NAD |
| Location: | Tar On Vent Pipes / 12th Floor, Raskob Building, Roof | | | | | | | |
| 15 | 071411AS-83 | | 0.251 | 19.9 | 60.6 | 13.0 | [redacted] | |
| [redacted] | | | | | | | | |
| 16 | 071411AS-84 | | [redacted] | 18.0 | 62.0 | 13.8 | [redacted] | [redacted] |
| [redacted] | | | | | | | | |

See Reporting notes on last page

## Table I
## Summary of Bulk Asbestos Analysis Results
2728.001; Rudin; Raskob Smith, 160 W. 12th Street, New York, NY

| AmeriSci Sample # | Client Sample# | HG Area | Sample Weight (gram) | Heat Sensitive Organic % | Acid Soluble Inorganic % | Insoluble Non-Asbestos Inorganic % | ** Asbestos % by PLM/DS | ** Asbestos % by TEM |
|---|---|---|---|---|---|---|---|---|
| 17 | 071411AS-85 | | 0.876 | 42.0 | 52.4 | 2.4 | Chrysotile 3.2 | NA |
| Location: | Tar On Metal Cap Flashing / 12th Floor, Raskob Building, Roof | | | | | | | |
| 18 | 071411AS-86 | | 0.496 | 51.8 | 20.2 | 19.6 | Chrysotile 12.4 | NA |
| Location: | Tar On Metal Cap Flashing / 11th Floor, Smith Building, Roof | | | | | | | |
| 19 | 071411AS-87 | | 0.310 | 91.3 | 4.5 | 4.2 | NAD | NAD |
| Location: | Tar Paper Under Metal Cap / 12th Floor, Raskob Building, Roof | | | | | | | |
| 20 | 071411AS-88 | | 0.455 | 89.9 | 5.3 | 4.8 | NAD | NAD |
| Location: | Tar Paper Under Metal Cap / 12th Floor, Raskob Building, Roof | | | | | | | |
| 21 | 071411AS-89 | | 0.516 | 51.4 | 30.1 | 17.5 | Chrysotile 9.7 | NA |
| Location: | Tar Patches On Exterior Brick Wall / Throughout Roofs | | | | | | | |
| 22 | 071411AS-90 | | 0.930 | 55.0 | 19.4 | 17.1 | Chrysotile 7.0 | NA |
| Location: | Tar Patches On Exterior Brick Wall / Throughout Roofs | | | | | | | |
| 23 | 071411AS-91 | | 0.450 | 72.0 | 10.0 | 18.0 | NAD | NAD |
| Location: | Tar Paper, Bottom Layer, Layer 1 / 12th Floor, Raskob Building, Roof | | | | | | | |
| 24 | 071411AS-92 | | 0.453 | 58.3 | 10.6 | 31.1 | NAD | NAD |
| Location: | Tar Paper, Bottom Layer, Layer 1 / 12th Floor, Raskob Building, Roof Pitch Pocket | | | | | | | |
| 25 | 071411AS-93 | | — | — | — | — | NAD | NA |
| Location: | Insulation, Layer 2 / 12th Floor, Raskob Building, Roof | | | | | | | |
| 26 | 071411AS-94 | | — | — | — | — | NAD | NA |
| Location: | Insulation, Layer 2 / 12th Floor, Raskob Building, Roof Pitch Pocket | | | | | | | |
| 27 | 071411AS-95 | | 0.421 | 92.9 | 1.7 | 5.5 | NAD | NAD |
| Location: | Tar, Layer 3 / 12th Floor, Raskob Building, Roof | | | | | | | |
| 28 | 071411AS-96 | | 0.369 | 93.8 | 0.8 | 5.4 | NAD | NAD |
| Location: | Tar, Layer 3 / 12th Floor, Raskob Building, Roof Pitch Pocket | | | | | | | |
| 29 | 071411AS-97 | | — | — | — | — | NAD | NA |
| Location: | Insulation, Layer 4 / 12th Floor, Raskob Building, Roof | | | | | | | |
| 30 | 071411AS-98 | | — | — | — | — | NAD | NA |
| Location: | Insulation, Layer 4 / 12th Floor, Raskob Building, Roof Pitch Pocket | | | | | | | |
| 31 | 071411AS-99 | | 0.481 | 61.5 | 15.4 | 23.1 | NAD | NAD |
| Location: | Tar Paper, Layer 5 / 12th Floor, Raskob Building, Roof | | | | | | | |
| 32 | 071411AS-100 | | 0.588 | 70.7 | 21.6 | 7.7 | NAD | NAD |
| Location: | Tar Paper, Layer 5 / 12th Floor, Raskob Building, Roof Pitch Pocket | | | | | | | |

See Reporting notes on last page

# Table I
## Summary of Bulk Asbestos Analysis Results
2728.001; Rudin; Raskob Smith, 160 W. 12th Street, New York, NY

| AmeriSci Sample # | Client Sample# | HG Area | Sample Weight (gram) | Heat Sensitive Organic % | Acid Soluble Inorganic % | Insoluble Non-Asbestos Inorganic % | ** Asbestos % by PLM/DS | ** Asbestos % by TEM |
|---|---|---|---|---|---|---|---|---|
| 33 | 071411AS-101 | | 0.567 | 74.4 | 22.6 | 3.0 | NAD | NAD |
| Location: | Roof Membrane, Top Layer, Layer 6 / 12th Floor, Raskob Building, Roof | | | | | | | |
| 34 | 071411AS-102 | | 0.478 | 73.2 | 19.0 | 7.7 | NAD | NAD |
| Location: | Roof Membrane, Top Layer, Layer 6 / 12th Floor, Raskob Building, Roof Pitch Pocket | | | | | | | |
| 35 | 071411AS-103 | | 0.466 | 65.9 | 18.5 | 15.7 | NAD | NAD |
| Location: | Tar Paper, Bottom Layer, Layer 1/ 11th Floor, Smith Building, Roof | | | | | | | |
| 36 | 071411AS-104 | | 0.495 | 64.0 | 1.4 | 34.5 | NAD | NAD |
| Location: | Tar Paper, Bottom Layer, Layer 1/ 11th Floor, Smith Building, Roof Pitch Pocket | | | | | | | |
| 37 | 071411AS-105 | | — | — | — | — | NAD | NA |
| Location: | Insulation, Layer 2 / 11th Floor, Smith Building, Roof | | | | | | | |
| 38 | 071411AS-106 | | — | — | — | — | NAD | NA |
| Location: | Insulation, Layer 2 / 11th Floor, Smith Building, Roof Pitch Pocket | | | | | | | |
| 39 | 071411AS-107 | | 0.587 | 86.4 | 7.7 | 6.0 | NAD | NAD |
| Location: | Tar, Layer 3 / 11th Floor, Smith Building, Roof | | | | | | | |
| 40 | 071411AS-108 | | 0.650 | 90.2 | 3.2 | 6.6 | NAD | NAD |
| Location: | Tar, Layer 3 / 11th Floor, Smith Building, Roof Pitch Pocket | | | | | | | |
| 41 | 071411AS-109 | | — | — | — | — | NAD | NA |
| Location: | Insulation, Layer 4 / 11th Floor, Smith Building, Roof | | | | | | | |
| 42 | 071411AS-110 | | — | — | — | — | NAD | NA |
| Location: | Insulation, Layer 4 / 11th Floor, Smith Building, Roof Pitch Pocket | | | | | | | |
| 43 | 071411AS-111 | | 0.412 | 61.7 | 19.4 | 18.9 | NAD | NAD |
| Location: | Tar Paper, Layer 5 / 11th Floor, Smith Building, Roof | | | | | | | |
| 44 | 071411AS-112 | | 0.701 | 60.3 | 16.8 | 22.8 | NAD | NAD |
| Location: | Tar Paper, Layer 5 / 11th Floor, Smith Building, Roof Pitch Pocket | | | | | | | |
| 45 | 071411AS-113 | | 0.423 | 73.8 | 21.3 | 5.0 | NAD | NAD |
| Location: | Roof Membrane, Top Layer, Layer 6 / 11th Floor, Smith Building, Roof | | | | | | | |
| 46 | 071411AS-114 | | 0.420 | 73.8 | 21.0 | 5.2 | NAD | NAD |
| Location: | Roof Membrane, Top Layer, Layer 6 / 11th Floor, Smith Building, Roof Pitch Pocket | | | | | | | |
| 47 | 071411AS-115 | | — | — | — | — | NAD | NA |
| Location: | Spray-On Fireproofing / Sub-Basement, Smith Building, Kitchen Lounge Area | | | | | | | |

See Reporting notes on last page

AmeriSci Job #: **212111032**

Client Name: Advanced Environmental Corp.



## Table I
## Summary of Bulk Asbestos Analysis Results

2728.001; Rudin West Village; Raskob Smith; 160 W 12th St., New York, NY

| AmeriSci Sample # | Client Sample# | HG Area | Sample Weight (gram) | Heat Sensitive Organic % | Acid Soluble Inorganic % | Insoluble Non-Asbestos Inorganic % | ** Asbestos % by PLM/DS | ** Asbestos % by TEM |
|---|---|---|---|---|---|---|---|---|
| 01 | 110212-EN-01 | | 0.171 | 23.4 | 12.9 | 63.7 | Chrysotile 2.5 | NA |
| Location: | Tar 16th Floor Column | | | | | | | |
| 02 | 110212-EN-02 | | 0.143 | 31.5 | 18.2 | 45.3 | Chrysotile 5.0 | NA |
| Location: | Tar 16th Floor Column | | | | | | | |
| 03 | 110212-EN-03 | | 0.252 | 43.7 | 5.6 | 45.5 | Chrysotile 5.3 | NA |
| Location: | Tar 15th Floor South East Column | | | | | | | |
| 04 | 110212-EN-04 | | 0.287 | 42.9 | 4.5 | 47.3 | Chrysotile 5.3 | NA |
| Location: | Tar 15th Floor South East Column | | | | | | | |
| 05 | 110212-EN-05 | | 0.159 | 35.2 | 6.9 | 54.7 | Chrysotile 3.2 | NA |
| Location: | Tar 14th Floor North West Column | | | | | | | |
| 06 | 110212-EN-06 | | 0.198 | 31.8 | 4.5 | 59.9 | Chrysotile 3.7 | NA |
| Location: | Tar 14th Floor North West Column | | | | | | | |
| 07 | 110212-EN-07 | | 0.339 | 43.7 | 4.7 | 45.5 | Chrysotile 6.1 | NA |
| Location: | Tar 14th Floor South East Column | | | | | | | |
| 08 | 110212-EN-08 | | 0.251 | 44.2 | 4.4 | 48.7 | Chrysotile 2.7 | NA |
| Location: | Tar 14th Floor South East Column | | | | | | | |
| 09 | 110212-EN-09 | | 0.266 | 92.1 | 2.3 | 4.2 | Chrysotile <0.25 | Chrysotile 1.4 |
| Location: | Tar/ Copper Flashing 14th Floor South East Spandrel | | | | | | | |
| 10 | 110212-EN-10 | | 0.183 | 98.2 | 0.6 | 1.0 | NAD | Chrysotile <1.0 |
| Location: | Tar/ Copper Flashing 14th Floor South East Spandrel | | | | | | | |
| 11 | 110212-EN-11 | | 0.189 | 60.8 | 7.4 | 26.2 | Chrysotile 5.5 | NA |
| Location: | Tar 12th Floor North West Column | | | | | | | |
| 12 | 110212-EN-12 | | 0.158 | 55.7 | 8.2 | 31.6 | Chrysotile 4.5 | NA |
| Location: | Tar 12th Floor North West Column | | | | | | | |
| 13 | 110212-EN-13 | | 0.116 | 54.3 | 12.9 | 27.8 | Chrysotile 5.0 | NA |
| Location: | Tar 12th Floor South West Column | | | | | | | |
| 14 | 110212-EN-14 | | 0.290 | 24.1 | 16.2 | 52.9 | Chrysotile 6.8 | NA |
| Location: | Tar 12th Floor South West Column | | | | | | | |
| 15 | 110212-EN-15 | | 2.197 | 97.8 | 0.1 | 0.7 | Chrysotile 1.4 | NA |
| Location: | Tar/ Mesh 12th Floor South West Spandrel | | | | | | | |
| 16 | 110212-EN-16 | | 0.217 | 69.6 | 6.9 | 20.1 | Chrysotile 3.4 | NA |
| Location: | Tar/ Mesh 12th Floor South West Spandrel | | | | | | | |

See Reporting notes on last page

# Table I
## Summary of Bulk Asbestos Analysis Results
2728.001; Rudin West Village; Raskob Smith; 160 W 12th St., New York, NY

| AmeriSci Sample # | Client Sample# | HG Area | Sample Weight (gram) | Heat Sensitive Organic % | Acid Soluble Inorganic % | Insoluble Non-Asbestos Inorganic % | ** Asbestos % by PLM/DS | ** Asbestos % by TEM |
|---|---|---|---|---|---|---|---|---|
| 17 | 110212-EN-17 | | 0.130 | 13.1 | 25.4 | 58.4 | Chrysotile <0.25 | Chrysotile 3.1 |
| Location: | Tar 10th Floor South West Column | | | | | | | |
| 18 | 110212-EN-18 | | 0.143 | 20.3 | 14.0 | 62.4 | Chrysotile <0.25 | Chrysotile 3.3 |
| Location: | Tar 10th Floor South West Column | | | | | | | |
| 19 | 110212-EN-19 | | 0.397 | 50.1 | 12.1 | 37.8 | Chrysotile <0.25 | NA |
| Location: | Tar/ Mesh 10th Floor South West Spandrel | | | | | | | |
| 20 | 110212-EN-20 | | 0.223 | 57.0 | 10.3 | 28.5 | Chrysotile 4.2 | NA |
| Location: | Tar/ Mesh 10th Floor South West Spandrel | | | | | | | |
| 21 | 110212-EN-21 | | 0.125 | 97.6 | 0.8 | 1.6 | NAD | NAD |
| Location: | Tar/ Copper Flashing 10th Floor South East Spandrel | | | | | | | |
| 22 | 110212-EN-22 | | 0.201 | 98.0 | 1.0 | 0.9 | Chrysotile <0.25 | Chrysotile Trace |
| Location: | Tar/ Copper Flashing 10th Floor South East Spandrel | | | | | | | |
| 23 | 110212-EN-23 | | 0.273 | 21.6 | 18.3 | 53.0 | Chrysotile 7.1 | NA |
| Location: | Tar 3rd Floor South East Column | | | | | | | |
| 24 | 110212-EN-24 | | 0.491 | 42.4 | 43.4 | 11.9 | Chrysotile 2.4 | NA |
| Location: | Tar 3rd Floor South East Column | | | | | | | |
| 25 | 110212-EN-25 | | 0.181 | 55.2 | 6.1 | 33.4 | Chrysotile 5.3 | NA |
| Location: | Tar 3rd Floor North Center Column | | | | | | | |
| 26 | 110212-EN-26 | | 0.125 | 59.2 | 6.4 | 34.4 | Chrysotile 6.5 | NA |
| Location: | Tar 3rd Floor North Center Column | | | | | | | |

Analyzed by: Madell E. Collins; Date Analyzed 11/6/2012

**Quantitative Analysis (Semi/Full); Bulk Asbestos Analysis - PLM by EPA 600/M4-82-020 per 40 CFR or ELAP 198.1 for New York friable samples or ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (not covered by NVLAP Bulk accreditation) or ELAP 198.4; for New York samples; NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "NVA = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses); AIHA Lab # 102843, NVLAP Lab Code 200546-0, NYSDOH ELAP Lab ID#11480.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. soils and other heterogenous materials).

Reviewed By:_____

# Table I
## Summary of Bulk Asbestos Analysis Results
2604.020; Rudin; Nurses Residences; 148-158 W12th Street, NY, NY - Roofs

| AmeriSci Sample # | Client Sample# | HG Area | Sample Weight (gram) | Heat Sensitive Organic % | Acid Soluble Inorganic % | Insoluble Non-Asbestos Inorganic % | ** Asbestos % by PLM/DS | ** Asbestos % by TEM |
|---|---|---|---|---|---|---|---|---|
| 01 | 070611AS-116 | | 0.229 | 71.2 | 18.8 | 10.0 | NAD | NAD |
| Location: | Coping Stone Joint Caulk - Roof, H1 Floor | | | | | | | |
| 02 | 070611AS-117 | | 0.213 | 72.3 | 17.4 | 10.3 | NAD | NAD |
| Location: | Coping Stone Joint Caulk - Roof, H1 Floor | | | | | | | |
| 03 | 070611AS-118 | | 0.176 | 70.5 | 18.8 | 10.8 | NAD | NAD |
| Location: | Metal Cap Flashing Caulk A - Roof, H1 Floor | | | | | | | |
| 04 | 070611AS-119 | | 0.197 | 71.6 | 17.8 | 10.7 | NAD | NAD |
| Location: | Metal Cap Flashing Caulk A - Roof, H1 Floor | | | | | | | |
| 05 | 070611AS-120 | | 0.161 | 68.9 | 19.3 | 11.8 | NAD | NAD |
| Location: | Metal Cap Flashing Caulk B - Roof, H1 Floor | | | | | | | |
| 06 | 070611AS-121 | | 0.203 | 70.0 | 17.7 | 12.3 | NAD | NAD |
| Location: | Metal Cap Flashing Caulk B - Roof, H1 Floor | | | | | | | |
| 07 | 070611AS-122 | | 0.311 | 78.5 | 16.7 | 4.8 | NAD | NAD |
| Location: | Exterior Door Frame Caulk - Roof, H1 Floor | | | | | | | |
| 08 | 070611AS-123 | | 0.263 | 73.8 | 22.1 | 4.2 | NAD | NAD |
| Location: | Exterior Door Frame Caulk - Roof, H1 Floor | | | | | | | |
| 09 | 070611AS-124 | | 0.272 | 73.5 | 22.1 | 4.4 | NAD | NAD |
| Location: | Roof Membrane Joint Tar - Roof, H1 Floor | | | | | | | |
| 10 | 070611AS-125 | | 0.254 | 74.8 | 20.5 | 4.7 | NAD | NAD |
| Location: | Roof Membrane Joint Tar - Roof, H1 Floor | | | | | | | |
| 11 | 070611AS-126 | | 0.312 | 69.2 | 4.8 | 15.6 | Chrysolile 10.4 | NA |
| Location: | Tar On Metal Cap Flashing - Roof, H1 Floor | | | | | | | |
| 12 | 070611AS-127 | | 0.336 | 72.9 | 5.1 | 13.2 | Chrysolile 8.8 | NA |
| Location: | Tar On Metal Cap Flashing - Roof, H1 Floor | | | | | | | |
| 13 | 070611AS-128 | | 0.279 | 60.2 | 4.3 | 24.6 | Chrysotile 10.9 | NA |
| Location: | Tar On Exterior Face Brick - Elevator Machine Room, Roof, H1 Floor | | | | | | | |
| 14 | 070611AS-129 | | 0.329 | 56.8 | 4.6 | 24.6 | Chrysolile 14.0 | NA |
| Location: | Tar On Exterior Face Brick - Bulkhead TP108, Roof, H1 Floor | | | | | | | |
| 15 | 070611AS-130 | | 0.326 | 75.5 | 6.4 | 18.1 | NAD | NAD |
| Location: | Tar On Vent Pipe - Roof, H1 Floor | | | | | | | |
| 16 | 070611AS-131 | | 0.498 | 57.2 | 31.5 | 11.1 | NAD | Chrysolile Trace |
| Location: | Tar On Vent Pipe - Roof, H1 Floor | | | | | | | |

See Reporting notes on last page

## Table I
## Summary of Bulk Asbestos Analysis Results
2604.020; Rudin; Nurses Residences; 148-158 W12th Street, NY, NY - Roofs

| AmeriSci Sample # | Client Sample# | HG Area | Sample Weight (gram) | Heat Sensitive Organic % | Acid Soluble Inorganic % | Insoluble Non-Asbestos Inorganic % | ** Asbestos % by PLM/DS | ** Asbestos % by TEM |
|---|---|---|---|---|---|---|---|---|
| 17 | 070611AS-132 | | 0.118 | 35.6 | 2.5 | 61.9 | NAD | NAD |
| Location: | Bitumen Paint On Roof Membrane - Roof, H1 Floor | | | | | | | |
| 18 | 070611AS-133 | | 0.108 | 43.1 | 10.1 | 46.8 | NAD | NAD |
| Location: | Bitumen Paint On Roof Membrane - Roof, H1 Floor | | | | | | | |
| 19 | 070611AS-134 | | 0.177 | 94.9 | 0.6 | 4.5 | NAD | NAD |
| Location: | Tar, Bottom Layer, Layer 1 - Roof, H1 Floor | | | | | | | |
| 20 | 070611AS-135 | | 0.263 | 92.8 | 4.6 | 2.6 | NAD | Chrysotile Trace |
| Location: | Tar, Bottom Layer, Layer 1 - Pitch Pocket, Roof, H1 Floor | | | | | | | |
| 21 | 070611AS-136 | | 0.107 | 86.0 | 3.7 | 10.3 | NAD | NAD |
| Location: | Tar Paper, Layer 2 - Roof, H1 Floor | | | | | | | |
| 22 | 070611AS-137 | | 0.074 | 89.2 | 2.7 | 8.1 | NAD | NAD |
| Location: | Tar Paper, Layer 2 - Pitch Pocket, Roof, H1 Floor | | | | | | | |
| 23 | 070611AS-138 | | — | — | — | — | NAD | NA |
| Location: | Cementitious Material, Layer 3 - Roof, H1 Floor | | | | | | | |
| 24 | 070611AS-139 | | — | — | — | — | NAD | NA |
| Location: | Cementitious Material, Layer 3 - Pitch Pocket, Roof, H1 Floor | | | | | | | |
| 25 | 070611AS-140 | | 0.294 | 84.7 | 0.3 | 15.0 | NAD | NAD |
| Location: | Tar Paper, Layer 4 - Roof, H1 Floor | | | | | | | |
| 26 | 070611AS-141 | | 0.180 | 82.8 | 1.7 | 15.6 | NAD | NAD |
| Location: | Tar Paper, Layer 4 - Pitch Pocket, Roof, H1 Floor | | | | | | | |
| 27 | 070611AS-142 | | 0.301 | 79.4 | 12.0 | 8.6 | NAD | NAD |
| Location: | Tar Paper, Layer 5 - Roof, H1 Floor | | | | | | | |
| 28 | 070611AS-143 | | 0.349 | 76.5 | 11.5 | 12.0 | NAD | NAD |
| Location: | Tar Paper, Layer 5 - Pitch Pocket, Roof, H1 Floor | | | | | | | |
| 29 | 070611AS-144 | | 0.242 | 87.2 | 5.8 | 7.0 | NAD | NAD |
| Location: | Tar, Layer 6 - Roof, H1 Floor | | | | | | | |
| 30 | 070611AS-145 | | 0.294 | 88.1 | 1.4 | 10.5 | NAD | NAD |
| Location: | Tar, Layer 6 - Pitch Pocket, Roof, H1 Floor | | | | | | | |
| 31 | 070611AS-146 | | 0.381 | 73.5 | 22.0 | 4.5 | NAD | NAD |
| Location: | Roof Membrane, Top Layer, Layer 7 - Roof, H1 Floor | | | | | | | |
| 32 | 070611AS-147 | | 0.355 | 74.6 | 21.7 | 3.7 | NAD | NAD |
| Location: | Roof Membrane, Top Layer, Layer 7 - Pitch Pocket, Roof, H1 Floor | | | | | | | |

See Reporting notes on last page

## Table I
## Summary of Bulk Asbestos Analysis Results
2604.020; Rudin; Nurses Residences; 148-158 W12th Street, NY, NY - Roofs

| AmeriSci Sample # | Client Sample# | HG Area | Sample Weight (gram) | Heat Sensitive Organic % | Acid Soluble Inorganic % | Insoluble Non-Asbestos Inorganic % | ** Asbestos % by PLM/DS | ** Asbestos % by TEM |
|---|---|---|---|---|---|---|---|---|
| 33 | 070611AS-148 | | 0.249 | 36.1 | 48.2 | 15.7 | NAD | NAD |
| Location: | Caulk "A" Above Metal Cap Flashing - South Roof, 3rd Floor | | | | | | | |
| 34 | 070611AS-149 | | 0.215 | 35.8 | 49.3 | 14.9 | NAD | NAD |
| Location: | Caulk "A" Above Metal Cap Flashing - South Roof, 3rd Floor | | | | | | | |
| 35 | 070611AS-150 | | 0.159 | 23.9 | 26.4 | 49.7 | NAD | NAD |
| Location: | Caulk "B" Above Metal Cap Flashing - South Roof, 3rd Floor | | | | | | | |
| 36 | 070611AS-151 | | 0.364 | 24.7 | 26.9 | 48.4 | NAD | NAD |
| Location: | Caulk "B" Above Metal Cap Flashing - South Roof, 3rd Floor | | | | | | | |
| 37 | 070611AS-152 | | 0.163 | 48.5 | 41.7 | 9.8 | NAD | NAD |
| Location: | Parapet Coping Stone Joint Caulk - South Roof, 3rd Floor | | | | | | | |
| 38 | 070611AS-153 | | 0.210 | 48.6 | 43.3 | 8.1 | NAD | NAD |
| Location: | Parapet Coping Stone Joint Caulk - South Roof, 3rd Floor | | | | | | | |
| 39 | 070611AS-154 | | 0.258 | 45.7 | 36.0 | 18.2 | NAD | NAD |
| Location: | Parapet Coping Stone To Building Wall Joint Caulk - South Roof, 3rd Floor | | | | | | | |
| 40 | 070611AS-155 | | 0.243 | 47.7 | 35.4 | 16.9 | NAD | NAD |
| Location: | Parapet Coping Stone To Building Wall Joint Caulk - South Roof, 3rd Floor | | | | | | | |
| 41 | [illegible] | | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | NA |
| Location: | Tar On Parapet Coping Stone Joints - South Roof, 3rd Floor | | | | | | | |
| 42 | 070611AS-157 | | 0.214 | 50.0 | 49.2 | 22.1 | Chrysotile 7.7 | NA |
| Location: | Tar On Parapet Coping Stone Joints - North Roof, 3rd Floor | | | | | | | |
| 43 | 070611AS-158 | | 0.249 | 64.3 | 23.3 | 12.4 | NAD | NAD |
| Location: | Caulk Above Tar On Parapet Coping Stone Joints - North Roof, 3rd Floor | | | | | | | |
| 44 | 070611AS-159 | | 0.192 | 65.1 | 22.9 | 12.0 | NAD | NAD |
| Location: | Caulk Above Tar On Parapet Coping Stone Joints - North Roof, 3rd Floor | | | | | | | |
| 45 | 070611AS-160 | | 0.370 | 69.4 | 6.3 | 13.1 | Chrysotile 10.6 | NA |
| Location: | Caulk Above Metal Cap Flashing, Red - North Roof, 3rd Floor | | | | | | | |
| 46 | 070611AS-161 | | 0.258 | 40.7 | 8.2 | 42.5 | Chrysotile 10.6 | NA |
| Location: | Caulk Above Metal Cap Flashing, Red - North Roof, 3rd Floor | | | | | | | |
| 47 | 070611AS-162 | | 0.259 | 74.1 | 4.6 | 14.1 | Chrysotile 7.1 | NA |
| Location: | Tar Between Parapet & Terracotta Tiles - North Roof, 3rd Floor | | | | | | | |
| 48 | 070611AS-163 | | 0.240 | 74.6 | 3.8 | 13.8 | Chrysotile 7.9 | NA |
| Location: | Tar Between Parapet & Terracotta Tiles - North Roof, 3rd Floor | | | | | | | |

See Reporting notes on last page

## Table I
## Summary of Bulk Asbestos Analysis Results
2604.020; Rudin; Nurses Residences; 148-158 W12th Street, NY, NY - Roofs

| AmeriSci Sample # | Client Sample# | HG Area | Sample Weight (gram) | Heat Sensitive Organic % | Acid Soluble Inorganic % | Insoluble Non-Asbestos Inorganic % | ** Asbestos % by PLM/DS | ** Asbestos % by TEM |
|---|---|---|---|---|---|---|---|---|
| 49 | 070611AS-164 | | 0.612 | 49.2 | 19.8 | 16.0 | Chrysotile 12.1 | NA |
| Location: | Joint Tar Between Terracotta Tiles - North Roof, 3rd Floor | | | | | | | |
| 50 | 070611AS-165 | | 0.533 | 47.3 | 21.2 | 17.5 | Chrysotile 14.0 | NA |
| Location: | Joint Tar Between Terracotta Tiles - North Roof, 3rd Floor | | | | | | | |
| 51 | 070611AS-166 | | 0.406 | 58.6 | 16.3 | 25.1 | NAD | NAD |
| Location: | Tar By Stairs - North Roof, 3rd Floor | | | | | | | |
| 52 | 070611AS-167 | | 0.496 | 57.7 | 14.1 | 28.2 | NAD | NAD |
| Location: | Tar By Stairs - North Roof, 3rd Floor | | | | | | | |
| 53 | 070611AS-168 | | 0.258 | 32.6 | 52.3 | 15.0 | NAD | Chrysotile Trace |
| Location: | Stairs Joint Caulk - North Roof, 3rd Floor | | | | | | | |
| 54 | 070611AS-169 | | 0.213 | 30.0 | 55.9 | 14.0 | NAD | Chrysotile Trace |
| Location: | Stairs Joint Caulk - North Roof, 3rd Floor | | | | | | | |
| 55 | 070611AS-170 | | 0.253 | 71.9 | 8.7 | 15.5 | Chrysotile 3.9 | NA |
| Location: | Exterior Door Caulk - North Roof, 3rd Floor | | | | | | | |
| 56 | 070611AS-171 | | 0.344 | 71.5 | 9.0 | 14.6 | Chrysotile 4.9 | NA |
| Location: | Exterior Door Caulk - North Roof, 3rd Floor | | | | | | | |
| 57 | 070611AS-172 | | 0.408 | 64.2 | 13.5 | 22.3 | NAD | NAD |
| Location: | Flashing Tar Under Terracotta Tiles - North Roof, 3rd Floor | | | | | | | |
| 58 | 070611AS-173 | | 0.619 | 61.1 | 17.1 | 21.8 | NAD | NAD |
| Location: | Flashing Tar Under Terracotta Tiles - North Roof, 3rd Floor | | | | | | | |
| 59 | 070611AS-174 | | — | — | — | — | NAD | NA |
| Location: | Terracotta Tiles Joint Mortar - North Roof, 3rd Floor | | | | | | | |
| 60 | 070611AS-175 | | — | — | — | — | NAD | NA |
| Location: | Terracotta Tiles Joint Mortar - North Roof, 3rd Floor | | | | | | | |
| 61 | 070611AS-176 | | 0.233 | 84.1 | 8.2 | 7.7 | NAD | NAD |
| Location: | Roof Tar Paper Under Terracotta Tiles - North Roof, 3rd Floor | | | | | | | |
| 62 | 070611AS-177 | | 0.204 | 87.7 | 2.0 | 10.3 | NAD | NAD |
| Location: | Roof Tar Paper Under Terracotta Tiles - North Roof, 3rd Floor | | | | | | | |
| 63 | 070611AS-178 | | 0.444 | 90.1 | 0.2 | 9.7 | NAD | NAD |
| Location: | Tar Paper, Bottom Layer, Layer 1 - South Roof, 3rd Floor | | | | | | | |
| 64 | 070611AS-179 | | 0.474 | 85.2 | 1.1 | 13.7 | NAD | NAD |
| Location: | Tar Paper, Bottom Layer, Layer 1 - South Roof, 3rd Floor | | | | | | | |

See Reporting notes on last page

## Table I
## Summary of Bulk Asbestos Analysis Results
2604.020; Rudin; Nurses Residences; 148-158 W12th Street, NY, NY - Roofs

| AmeriSci Sample # | Client Sample# | HG Area | Sample Weight (gram) | Heat Sensitive Organic % | Acid Soluble Inorganic % | Insoluble Non-Asbestos Inorganic % | ** Asbestos % by PLM/DS | ** Asbestos % by TEM |
|---|---|---|---|---|---|---|---|---|
| 65 | 070611AS-180 | | --- | --- | --- | --- | NAD | NA |
| Location: | Cementitious Material, Layer 2 - South Roof, 3rd Floor | | | | | | | |
| 66 | 070611AS-181 | | --- | --- | --- | --- | NAD | NA |
| Location: | Cementitious Material, Layer 2 - South Roof, 3rd Floor | | | | | | | |
| 67 | 070611AS-182 | | 0.402 | 92.8 | 2.0 | 5.2 | NAD | NAD |
| Location: | Tar Paper, Layer 3 - South Roof, 3rd Floor | | | | | | | |
| 68 | 070611AS-183 | | 0.362 | 93.1 | 1.9 | 5.0 | NAD | NAD |
| Location: | Tar Paper, Layer 3 - South Roof, 3rd Floor | | | | | | | |
| 69 | 070611AS-184 | | 0.286 | 95.8 | 1.4 | 2.8 | NAD | NAD |
| Location: | Tar, Layer 4 - South Roof, 3rd Floor | | | | | | | |
| 70 | 070611AS-185 | | 0.392 | 96.9 | 0.3 | 2.8 | NAD | NAD |
| Location: | Tar, Layer 4 - South Roof, 3rd Floor | | | | | | | |
| 71 | 070611AS-186 | | 0.436 | 71.1 | 1.6 | 22.9 | Chrysotile 4.4 | NA |
| Location: | Roof Membrane, Top Layer, Layer 5 - South Roof, 3rd Floor | | | | | | | |
| 72 | 070611AS-187 | | 0.418 | 87.3 | 0.2 | 9.3 | Chrysotile 3.1 | NA |
| Location: | Roof Membrane, Top Layer, Layer 5 - South Roof, 3rd Floor | | | | | | | |

Analyzed by: Ravi N. Krishnappa _____; Date Analyzed 7/8/2011

**Quantitative Analysis (Semi/Full): Bulk Asbestos Analysis - PLM by EPA 600/M4-82-020 per 40 CFR or ELAP 198.1 for New York friable samples or ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (not covered by NVLAP Bulk accreditation) or ELAP 198.4; for New York samples; NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "NVA = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses); AIHA Lab # 102843, NVLAP Lab Code 200546-0, NYSDOH ELAP Lab ID#11480.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. soils and other heterogenous materials).

Reviewed By:_____

Client Name: Advanced Environmental Corp.

## Table I
## Summary of Bulk Asbestos Analysis Results
2728.001; Rudin; Nurse's Residence

| AmeriSci Sample # | Client Sample# | HG Area | Sample Weight (gram) | Heat Sensitive Organic % | Acid Soluble Inorganic % | Insoluble Non-Asbestos Inorganic % | ** Asbestos % by PLM/DS | ** Asbestos % by TEM |
|---|---|---|---|---|---|---|---|---|
| 01 | 070511AS-109 | | 0.151 | 98.7 | 0.0 | 1.3 | NAD | NAD |
| Location: | 7th Floor, Rm. 15 - Tar Paper under Wood Floor | | | | | | | |
| 02 | 070511AS-110 | | 0.282 | 98.9 | 0.0 | 1.1 | NAD | NAD |
| Location: | 7th Floor, Rm. 12 - Tar Paper under Wood Floor | | | | | | | |
| 03 | 070511AS-111 | | 0.368 | 26.4 | 6.8 | 66.8 | NAD | NAD |
| Location: | Throughout - Wall Tar Behind Interior Brick | | | | | | | |
| 04 | 070511AS-112 | | 0.236 | 36.0 | 37.7 | 26.3 | NAD | NAD |
| Location: | Throughout - Wall Tar Behind Interior Brick | | | | | | | |
| 05 | 070511AS-113 | | — | — | — | — | Chrysotile 50.0 | NA |
| Location: | Nurse's Building Exterior - Transite Stack | | | | | | | |

952

Analyzed by: Madell E. Collins Madell E Collins; Date Analyzed 7/6/2011

**Quantitative Analysis (Semi/Full); Bulk Asbestos Analysis - PLM by EPA 600/M4-82-020 per 40 CFR or ELAP 198.1 for New York friable samples or ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (not covered by NVLAP Bulk accreditation) or ELAP 198.4; for New York samples; NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "NVA = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses); AIHA Lab # 102843, NVLAP Lab Code 200546-0, NYSDOH ELAP Lab ID#11480.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. soils and other heterogenous materials).

Reviewed By:_____

AmeriSci Job #: **211071848**

Client Name: Advanced Environmental Corp.



## Table I
## Summary of Bulk Asbestos Analysis Results

2604.020; Rudin; Nurses Residences; 148-158 W. 12th Street, New York, NY

| AmeriSci Sample # | Client Sample# | HG Area | Sample Weight (gram) | Heat Sensitive Organic % | Acid Soluble Inorganic % | Insoluble Non-Asbestos Inorganic % | ** Asbestos % by PLM/DS | ** Asbestos % by TEM |
|---|---|---|---|---|---|---|---|---|
| 01 | 070611AS-114 | | 0.386 | 18.1 | 38.9 | 43.0 | NAD | NAD |
| Location: Wall Tar Behind Plaster Interior Of Building / 4th Floor | | | | | | | | |
| 02 | 070611AS-115 | | 0.391 | 13.0 | 30.4 | 56.5 | NAD | NAD |
| Location: Wall Tar Behind Plaster Interior Of Building / 4th Floor | | | | | | | | |

Analyzed by: John P. Koubiadis _____ Date Analyzed 7/7/2011

**Quantitative Analysis (Semi/Full): Bulk Asbestos Analysis - PLM by EPA 600/M4-82-020 per 40 CFR or ELAP 198.1 for New York friable samples or ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (not covered by NVLAP Bulk accreditation) or ELAP 198.4; for New York samples; NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "NVA = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses); AIHA Lab # 102843, NVLAP Lab Code 200546-0, NYSDOH ELAP Lab ID#11480.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. soils and other heterogenous materials).

Reviewed By: _____

AmeriSci Job #: **212051676**

Client Name: Advanced Environmental Corp.



## Table I
## Summary of Bulk Asbestos Analysis Results

2728.004; Rudin West Village; Nurses Residences Building; 148 West 12th Street; NY, NY

| AmeriSci Sample # | Client Sample# | HG Area | Sample Weight (gram) | Heat Sensitive Organic % | Acid Soluble Inorganic % | Insoluble Non-Asbestos Inorganic % | ** Asbestos % by PLM/DS | ** Asbestos % by TEM |
|---|---|---|---|---|---|---|---|---|
| 01 | 050412-RWW-01 | | 0.064 | 34.4 | 45.3 | 20.3 | NAD | NAD |
| Location: | 4th Floor/Wall Tar/Paint | | | | | | | |
| 02 | 050412-RWW-02 | | 0.149 | 12.8 | 52.3 | 34.9 | NAD | NAD |
| Location: | 9th Floor/Wall Tar/Paint | | | | | | | |

Analyzed by: Roman Peysakhov_____; Date Analyzed 5/5/2012

**Quantitative Analysis (Semi/Full); Bulk Asbestos Analysis - PLM by EPA 600/M4-82-020 per 40 CFR or ELAP 198.1 for New York friable samples or ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (not covered by NVLAP Bulk accreditation) or ELAP 198.4; for New York samples; NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "NVA = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses); AIHA Lab # 102843, NVLAP Lab Code 200546-0, NYSDOH ELAP Lab ID#11480.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. soils and other heterogenous materials).

Reviewed By:_____

## Table I
## Summary of Bulk Asbestos Analysis Results
2728.001; Rudin West Village; Link/Coleman 1-17 7th Avenue, New York, NY

| AmeriSci Sample # | Client Sample# | HG Area | Sample Weight (gram) | Heat Sensitive Organic % | Acid Soluble Inorganic % | Insoluble Non-Asbestos Inorganic % | ** Asbestos % by PLM/DS | ** Asbestos % by TEM |
|---|---|---|---|---|---|---|---|---|
| 01 | 030212AS-01 | | 0.518 | 49.2 | 24.9 | 23.3 | Chrysotile 2.6 | NA |
| Location: | Tar On CMU Wall / 17th Floor, MER, North Wall | | | | | | | |
| 02 | 030212AS-02 | | 0.478 | 67.2 | 16.1 | 13.8 | Chrysotile 2.9 | NA |
| Location: | Tar On CMU Wall / 17th Floor, MER, West Wall | | | | | | | |
| 03 | 030212AS-03 | | 0.870 | 49.7 | 15.6 | 29.4 | Chrysotile 5.3 | NA |
| Location: | Tar On CMU Wall / 16th Floor, S.E. Stairs Case | | | | | | | |
| 04 | 030212AS-04 | | 0.221 | 41.2 | 20.8 | 34.2 | Chrysotile 3.8 | NA |
| Location: | Tar On CMU Wall / Landing Between 16th & 15th Floor | | | | | | | |
| 05 | 030212AS-05 | | 0.439 | 24.4 | 44.4 | 26.4 | Chrysotile 4.8 | NA |
| Location: | Tar On CMU Wall / 15th Floor, West Stair Case | | | | | | | |
| 06 | 030212AS-06 | | 0.661 | 33.7 | 44.6 | 17.3 | Chrysotile 4.3 | NA |
| Location: | Tar On CMU Wall / 15th Floor, West Wall | | | | | | | |
| 07 | 030212AS-07 | | 0.458 | 22.7 | 22.5 | 52.6 | Chrysotile 2.2 | NA |
| Location: | Tar On CMU Wall / 7th Floor, West | | | | | | | |
| 08 | 030212AS-08 | | 0.534 | 35.0 | 13.1 | 44.5 | Chrysotile 7.4 | NA |
| Location: | Tar On CMU Wall / 7th Floor, Staircase B | | | | | | | |
| 09 | 030212AS-09 | | 0.371 | 63.3 | 9.7 | 22.1 | Chrysotile 4.9 | NA |
| Location: | Tar On CMU Wall / 6th Floor, South West Corner, Exterior | | | | | | | |
| 10 | 030212AS-10 | | 0.705 | 11.2 | 31.2 | 55.9 | Chrysotile 1.7 | NA |
| Location: | Tar On CMU Wall / 5th Floor, MER, West | | | | | | | |
| 11 | 030212AS-11 | | 0.345 | 52.8 | 8.7 | 31.6 | Chrysotile 7.0 | NA |
| Location: | Tar On CMU Wall / 4th Floor, West Side | | | | | | | |
| 12 | 030212AS-12 | | 0.308 | 25.3 | 31.8 | 42.9 | NAD | NAD |
| Location: | Tar On Brick Behind CMU / Basement, South Middle Wall | | | | | | | |

See Reporting notes on last page

Client Name: Advanced Environmental Corp.

## Table I
## Summary of Bulk Asbestos Analysis Results

2728.001; Rudin West Village; Link/Coleman 1-17 7th Avenue, New York, NY

| AmeriSci Sample # | Client Sample# | HG Area | Sample Weight (gram) | Heat Sensitive Organic % | Acid Soluble Inorganic % | Insoluble Non-Asbestos Inorganic % | ** Asbestos % by PLM/DS | ** Asbestos % by TEM |
|---|---|---|---|---|---|---|---|---|

Analyzed by: Roman Peysakhov_____: Date Analyzed 3/3/2012

**Quantitative Analysis (Semi/Full); Bulk Asbestos Analysis - PLM by EPA 600/M4-82-020 per 40 CFR or ELAP 198.1 for New York friable samples or ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (not covered by NVLAP Bulk accreditation) or ELAP 198.4; for New York samples; NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "NVA = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses); AIHA Lab # 102843, NVLAP Lab Code 200546-0, NYSDOH ELAP Lab ID#11480.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. soils and other heterogenous materials).

Reviewed By:_____

AmeriSci Job #: **212081630**

Client Name: Advanced Environmental Corp.



08/05/2012 04:16 2126799392 AMERISCINY PAGE 04/05

957

## Table I
## Summary of Bulk Asbestos Analysis Results
2728.001; Rudin West Village; Cronin Building, 133 West 11th Street, New York, NY

| AmeriSci Sample # | Client Sample# | HG Area | Sample Weight (gram) | Heat Sensitive Organic % | Acid Soluble Inorganic % | Insoluble Non-Asbestos Inorganic % | ** Asbestos % by PLM/DS | ** Asbestos % by TEM |
|---|---|---|---|---|---|---|---|---|
| 01 | 080312-EN-01 | | 0.485 | 63.9 | 5.2 | 30.9 | Chrysotile 11.2 | NA |
| Location: | Tar Material / HN2 (13th Fl.) South Column Behind Block | | | | | | | |
| 02L1 | 080312-EN-02 | | — | — | — | — | NAD | NA |
| Location: | Paper/ Tar - HN1 (12th Fl.) West Column Behind Lock - Paper | | | | | | | |
| 02L2 | 080312-EN-02 | | 0.210 | 67.6 | 11.0 | 15.3 | Chrysotile 6.1 | NA |
| Location: | Paper/ Tar - HN1 (12th Fl.) West Column Behind Lock - Tar | | | | | | | |
| 03L1 | 080312-EN-03 | | — | — | — | — | NAD | NA |
| Location: | Paper/ Tar - HN1 (12th Fl.) West Column Behind Lock - Paper | | | | | | | |
| 03L2 | 080312-EN-03 | | 0.340 | 45.9 | 9.7 | 33.3 | Chrysotile 11.1 | NA |
| Location: | Paper/ Tar - HN1 (12th Fl.) West Column Behind Lock - Tar | | | | | | | |
| 04 | 080312-EN-04 | | 0.389 | 79.4 | 3.6 | 17.0 | NAD | NAD |
| Location: | Vapor Barrier / 10th Floor, South Window Behind Brick | | | | | | | |
| 05 | 080312-EN-05 | | 0.319 | 75.2 | 5.3 | 19.4 | NAD | NAD |
| Location: | Vapor Barrier / 7th Floor, South Window Behind Brick | | | | | | | |
| 06 | 080312-EN-06 | | 0.444 | 77.9 | 5.4 | 16.7 | NAD | NAD |
| Location: | Vapor Barrier / 3rd Floor, North Window Behind Brick | | | | | | | |

Analyzed by: Madell E. Collins Madell E Collins Date Analyzed 8/5/2012

**Quantitative Analysis (Semi/Full); Bulk Asbestos Analysis - PLM by EPA 600/M4-82-020 per 40 CFR or ELAP 198.1 for New York friable samples or ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (not covered by NVLAP Bulk accreditation) or ELAP 198.4; for New York samples; NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "NVA = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses); AIHA Lab # 102843, NVLAP Lab Code 200546-0, NYSDOH ELAP Lab ID#11480.

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Reviewed By:_____

AmeriSci Job #: **212076291**

Client Name: Advanced Environmental Corp.



## Table I
## Summary of Bulk Asbestos Analysis Results
2728.001; Rudin West Village; 133 West 11th Street, New York, NY - Cronin Building

| AmeriSci Sample # | Client Sample# | HG Area | Sample Weight (gram) | Heat Sensitive Organic % | Acid Soluble Inorganic % | Insoluble Non-Asbestos Inorganic % | ** Asbestos % by PLM/DS | ** Asbestos % by TEM |
|---|---|---|---|---|---|---|---|---|
| 01 | 073012-EN-01 | | 0.188 | 64.4 | 4.8 | 30.9 | Chrysolile 13.7 | NA |
| Location: | Tar / Paper Material - 1st Floor At North West Column Behind Face Brick | | | | | | | |
| 02 | 073012-EN-02 | | 0.171 | 81.9 | 10.5 | 7.4 | NAD | Chrysotile <1.0 |
| Location: | Tar / Paper Material - 7th Floor At North Column At Core Wall | | | | | | | |
| 03 | 073012-EN-03 | | 0.275 | 71.3 | 6.5 | 13.3 | NAD | Chrysotile 8.9 |
| Location: | Tar / Paper Material - 9th Floor At South Column Behind Face Brick | | | | | | | |
| 04 | 073012-EN-04 | | 0.204 | 66.7 | 2.9 | 30.4 | Chrysotile 7.6 | NA |
| Location: | Tar / Paper Material - 9th Floor At East Column At Core Wall | | | | | | | |

Analyzed by: Madell E. Collins; Date Analyzed 7/31/2012

**Quantitative Analysis (Semi/Full); Bulk Asbestos Analysis - PLM by EPA 600/M4-82-020 per 40 CFR or ELAP 198.1 for New York friable samples or ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (not covered by NVLAP Bulk accreditation) or ELAP 198.4; for New York samples; NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "NVA = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses); AIHA Lab # 102843, NVLAP Lab Code 200546-0, NYSDOH ELAP Lab ID#11480.

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Reviewed By:_____

AmeriSci Job #: **212103234**

Client Name: Advanced Environmental Corp.

## Table I
## Summary of Bulk Asbestos Analysis Results

2728.001; Rudin West Village; Cronin Building, 133 West 11th Street, New York, NY

| AmeriSci Sample # | Client Sample# | HG Area | Sample Weight (gram) | Heat Sensitive Organic % | Acid Soluble Inorganic % | Insoluble Non-Asbestos Inorganic % | ** Asbestos % by PLM/DS | ** Asbestos % by TEM |
|---|---|---|---|---|---|---|---|---|
| 01 | 101612-EN- 01 | | 0.203 | 78.8 | 0.5 | 20.7 | NAD | NAD |
| Location: | Tar Paper - 3rd Floor East Column | | | | | | | |
| 02 | 101612-EN- 02 | | 0.278 | 77.3 | 2.2 | 20.5 | NAD | NAD |
| Location: | Tar Paper - 3rd Floor East Column | | | | | | | |
| 03 | 101612-EN- 03 | | 0.236 | 75.8 | 20.3 | 3.8 | NAD | NAD |
| Location: | Tar Paper - 4th Floor East Column | | | | | | | |
| 04 | 101612-EN- 04 | | 0.172 | 79.7 | 4.7 | 15.7 | NAD | NAD |
| Location: | Tar Paper - 4th Floor East Column | | | | | | | |

Analyzed by: John P. Koubiadis Date Analyzed 10/17/2012

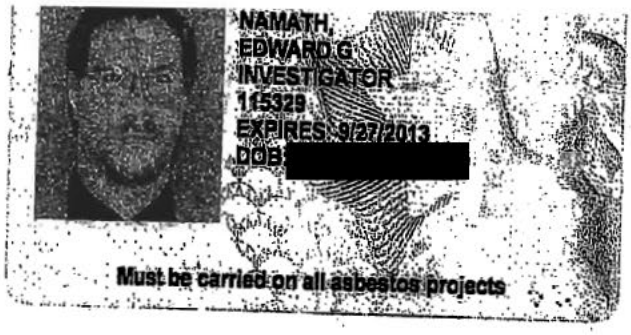
**Quantitative Analysis (Semi/Full): Bulk Asbestos Analysis - PLM by EPA 600/M4-82-020 per 40 CFR or ELAP 198.1 for New York friable samples or ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (not covered by NVLAP Bulk accreditation) or ELAP 198.4; for New York samples; NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "NVA = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses); AIHA Lab # 102843, NVLAP Lab Code 200546-0, NYSDOH ELAP Lab ID#11480.

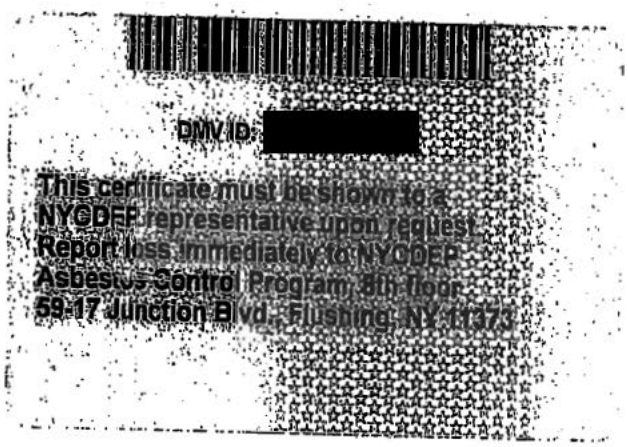
Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. soils and other heterogenous materials).

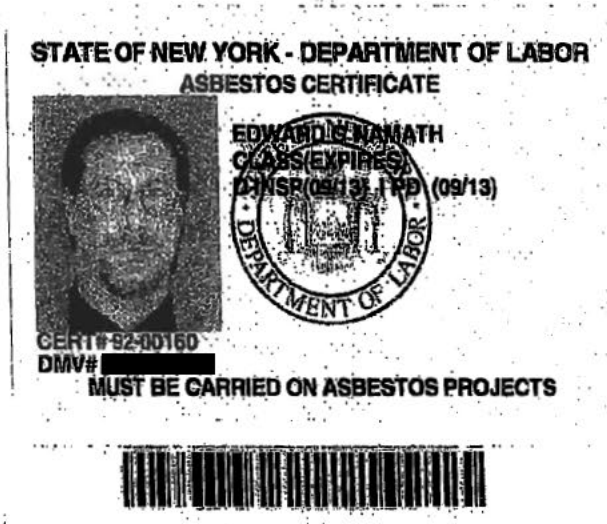
Reviewed By:

## Appendix D

## Licenses and Certifications


NAMATH,
EDWARD G
INVESTIGATOR
115329
EXPIRES: 9/27/2013
DOB: [redacted]
Must be carried on all asbestos projects


DMV ID: [redacted]
This certificate must be shown to a NYCDEP representative upon request.
Report loss immediately to NYCDEP
Asbestos Control Program, 8th floor
59-17 Junction Blvd., Flushing, NY 11373


STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE
EDWARD G NAMATH
CLASS(EXPIRES)
INSP(09/13) TPD (09/13)
DEPARTMENT OF LABOR
CERT# 92-00160
DMV# [redacted]
MUST BE CARRIED ON ASBESTOS PROJECTS

EYES [redacted]
HAIR
HGT

IF FOUND RETURN TO:
NYSDOL - L&C UNIT
ROOM 161A BUILDING 12
STATE OFFICE CAMPUS
ALBANY NY 12240



SHAMILOV,
ANTON
INVESTIGATOR
125140
EXPIRES: 3/16/2014
DOB: [redacted]

Must be carried on all asbestos projects

DMV ID: [redacted]

This certificate must be shown to a NYCDEP representative upon request.
Report loss immediately to NYCDEP Asbestos Control Program, 8th floor, 59-17 Junction Blvd., Flushing, NY 11373

# ASBESTOS HANDLING LICENSE

Advanced Environmental Corp
Suite 404
347 Fifth Avenue

New York, NY 10016

FILE NUMBER: 99-0548
LICENSE NUMBER: 99326
LICENSE CLASS: RESTRICTED
DATE OF ISSUE: 06/07/2012
EXPIRATION DATE: 07/31/2013

Duly Authorized Representative - Robert Puerto

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

Maureen A. Cox, Director
FOR THE COMMISSIONER OF LABOR

SH 432 (4-07)

**Appendix E**

**Laboratory Certifications**

May 9, 2012

Mr. Paul Mucha
America Science TEAM New York, Inc.
DBA: AmeriSci New York
117 E. 30th Street
New York, NY 10016

NVLAP Lab Code: 200546-0

Dear Mr. Mucha:

I am pleased to inform you that continuing accreditation for specific test methods in Bulk Asbestos Fiber Analysis (PLM) is granted to your organization under the National Voluntary Laboratory Accreditation Program (NVLAP). This accreditation is effective until June 30, 2013, provided that your organization continues to comply with accreditation requirements contained in the NVLAP Procedures.

Your Certificate of Accreditation is enclosed along with a statement of your Scope of Accreditation. You may reproduce these documents in their entirety and announce your organization's accreditation status using the NVLAP symbol and/or term in business publications, the trade press, and other business-oriented literature. Accreditation does not relieve your organization from observing and complying with any applicable existing laws and/or regulations.

We are pleased to have you participate in NVLAP and look forward to your continued association with this program. If you have any questions concerning your NVLAP accreditation, please direct them to Hazel M. Richmond, Program Manager, Laboratory Accreditation Program, National Institute of Standards and Technology, 100 Bureau Dr. Stop 2140, Gaithersburg, MD 20899-2140; (301) 975-4016.

Sincerely,

Warren R. Merkel, Chief
Laboratory Accreditation Program

Enclosure(s)

NVLAP Laboratory Accreditation Program

# SCOPE OF ACCREDITATION TO ISO/IEC 17025:2005

**AmeriSci New York**
DBA: AmeriSci New York
117 E. 30th Street
New York, NY 10016
Mr. Paul Mucha
Phone: 212-679-8600 Fax: 212-679-2711
E-Mail: pmucha@amerisci.com
URL: http://www.amerisci.com

**BULK ASBESTOS FIBER ANALYSIS (PLM)** **NVLAP LAB CODE 200546-0**

| *NVLAP Code* | *Designation / Description* |
|---|---|
| 18/A01 | EPA-600/M4-82-020: Interim Method for the Determination of Asbestos in Bulk Insulation Samples |

2012-07-01 through 2013-06-30
*Effective dates*

*For the National Institute of Standards and Technology*

United States Department of Commerce
National Institute of Standards and Technology

NVLAP®

# Certificate of Accreditation to ISO/IEC 17025:2005

**NVLAP LAB CODE: 200546-0**

## AmeriSci New York
New York, NY

*is accredited by the National Voluntary Laboratory Accreditation Program for specific services, listed on the Scope of Accreditation, for:*

## BULK ASBESTOS FIBER ANALYSIS

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).*

2012-07-01 through 2013-06-30
*Effective dates*

DEPARTMENT OF COMMERCE * UNITED STATES OF AMERICA *

*For the National Institute of Standards and Technology*

NVLAP-01C (REV. 2009-01-

United States Department of Commerce
National Institute of Standards and Technology

# NVLAP®

# Certificate of Accreditation to ISO/IEC 17025:2005

**NVLAP LAB CODE: 200546-0**

## AmeriSci New York

New York, NY

*is accredited by the National Voluntary Laboratory Accreditation Program for specific services, listed on the Scope of Accreditation, for:*

## AIRBORNE ASBESTOS FIBER ANALYSIS

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).*

2012-07-01 through 2013-06-30

*Effective dates*

*For the National Institute of Standards and Technology*

NVLAP-01C (REV. 2009)

Expires 12:01 AM April 01, 2013
Issued April 1, 2012

**CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE**

*Issued in accordance with and pursuant to section 502 Public Health Law of New York State*

MR. PAUL MUCHA
AMERICA SCIENCE TEAM NEW YORK INC
117 EAST 30TH ST
NEW YORK, NY 10016

NY Lab Id No: 11480

is hereby APPROVED as an Environmental Laboratory for the category:
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved subcategories and/or analytes are listed below:

Miscellaneous

| | |
|---|---|
| Asbestos in Friable Material | EPA 600/M4/82/020 Item 198.1 of Manual |
| Asbestos in Non-Friable (Materia PLM | Item 198.6 of Manual (NOB by PLM) |
| Asbestos in Non-Friable Material TEM | Item 198.4 of Manual |

Serial No.: 46752

Property of the New York State Department of Health. Certificates are valid only at the address shown, must be conspicuously posted, and are printed on secure paper. Continued accreditation depends on successful ongoing participation in the Program. Consumers are urged to call (518) 485-5570 to verify the laboratory's accreditation status.

Expires 12:01 AM April 01, 2013
Issued April 1, 2012

# CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

*Issued in accordance with and pursuant to section 502 Public Health Law of New York State*

MR. PAUL MUCHA
AMERICA SCIENCE TEAM NEW YORK INC
117 EAST 30TH ST
NEW YORK, NY 10016

NY Lab Id No: 11480

*is hereby APPROVED as an Environmental Laboratory for the category*
*ENVIRONMENTAL ANALYSES AIR AND EMISSIONS*
*All approved subcategories and/or analytes are listed below:*

| | | |
|---|---|---|
| Miscellaneous Air | | |
| Asbestos | | 40 CFR 763 APX A No. III |
| | | NIOSH 7402 |
| | | YAMATE AGARWAL GIBBS |
| Fibers | | NIOSH 7400 A RULES |

Serial No.: 46753

Property of the New York State Department of Health. Certificates are valid only at the address shown, must be conspicuously posted, and are printed on secure paper. Continued accreditation depends on successful ongoing participation in the Program. Consumers are urged to call (518) 485-5570 to verify the laboratory's accreditation status.

# EXHIBIT 23

LEAD-BASED PAINT PAMPHLET

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# 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

December 2012

# Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

**Read this entire brochure to learn:**

- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

**Before renting or buying a pre-1978 home or apartment, federal law requires:**

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

**If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:**

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right,* to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



# Simple Steps to Protect Your Family from Lead Hazards

**If you think your home has lead-based paint:**

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

## Lead Gets into the Body in Many Ways

**Adults and children can get lead into their bodies if they:**

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

**Lead is especially dangerous to children under the age of 6.**

- At this age, 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.



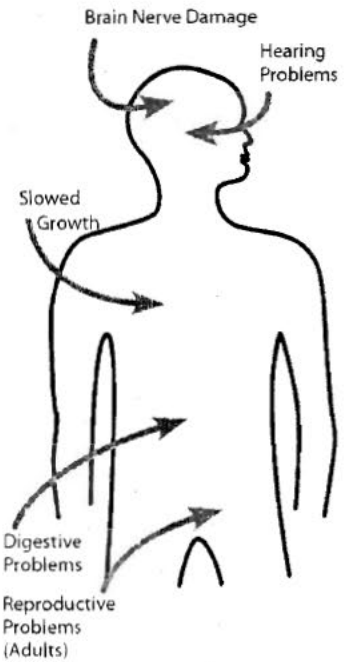
**Women of childbearing age should know that lead is dangerous to a developing fetus.**

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

# Health Effects of Lead

**Lead affects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

**In children, exposure to lead can cause:**




- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage

While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

**In adults, exposure to lead can cause:**

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

## Check Your Family for Lead

**Get your children and home tested if you think your home has lead.**

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 lead. Blood lead 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.**

## Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.[1]

**Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint.** In 1978, the federal government banned consumer uses of lead-containing paint.[2]

Learn how to determine if paint is lead-based paint on page 7.

**Lead can be found:**

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- 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.)

Learn more about where lead is found at epa.gov/lead.

[1] "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

[2] "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

## Identifying Lead-Based Paint and Lead-Based Paint Hazards

**Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint)** is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

**Lead-based paint is usually not a hazard if it is in good condition** and if it is not on an impact or friction surface like a window.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 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. EPA currently defines the following levels of lead in soil as hazardous:

- 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

**Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.**

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

## Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples



- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

## Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.[3]

[3] Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

## What You Can Do Now to Protect Your Family

**If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:**

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your 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, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- 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

**Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**



- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead–safe work practices in your home.
- To remove lead hazards permanently, 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 control.

**Always use a certified contractor who is trained to address lead hazards safely.**

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to 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.

## Reducing Lead Hazards, continued

**If your home has had lead abatement work done** or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ($\mu g/ft^2$) for floors, including carpeted floors
- 250 $\mu g/ft^2$ for interior windows sills
- 400 $\mu g/ft^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

# Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

**If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:**

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*




**RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:**

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right.*

## Other Sources of Lead

**While paint, dust, and soil are the most common sources of lead, other lead sources also exist:**

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:
  - 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.

  Call your local health department or water supplier to find out about testing your water, or visit epa.gov/lead for EPA's lead in drinking water information.
- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.[4]
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as **"greta"** and **"azarcon,"** used to treat an upset stomach.

[4] In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).

## For More Information

**The National Lead Information Center**
Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323).**

**EPA's Safe Drinking Water Hotline**
For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

**Consumer Product Safety Commission (CPSC) Hotline**
For information on lead in toys and other 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 cpsc.gov or saferproducts.gov.

**State and Local Health and Environmental Agencies**
Some states, tribes, and cities have their own rules related to lead-based paint. 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 state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD.**

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at 1-800-877-8339.

# U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(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 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
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) 886-7836

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

## Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

**CPSC**
4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

## U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

**HUD**
451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
December 2012

# IMPORTANT!

## Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

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# EXHIBIT 24

RESTRICTIVE DECLARATION

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# DECLARATION OF LARGE-SCALE GENERAL DEVELOPMENT

THIS DECLARATION, made as of this 26th day of March, 2012 by West Village Residences LLC, a New York limited liability company, having an address at 345 Park Avenue, New York, NY 10154 ("Declarant").

WITNESSETH:

WHEREAS, the Declarant, a New York limited liability company, having its principal office at 345 Park Avenue, New York, NY 10154 is the fee owner of certain real property located in the Borough of the Manhattan, County of New York, City and State of New York, designated for real property tax purposes as Block 607 Lot 1 (the "East Site") and Block 617 Lot 1 (the "Triangle Parcel"), which real property is more particularly described in Exhibit A annexed hereto and made a part hereof (the "Subject Property"); and

WHEREAS, the New York City Planning Commission ("CPC") granted authorizations in connection with the creation of a large-scale community facility development ("LSCFD") on the Subject Property on August 20, 1979 (Cal. No. 10, Application #N780516ZAM) (the "LSCFD Special Permit"); and

WHEREAS, Declarant desires to improve the Subject Property as a "large-scale general development" meeting the requirements of Section 12-10 of the Zoning Resolution of the City of New York (the "Zoning Resolution" or "ZR") definition of "large-scale general

development" (such proposed improvement of the Subject Property the "Large-Scale Development Project"); and

WHEREAS, Declarant filed an application with the New York City Department of City Planning (hereinafter "City Planning") for: (1) rezoning a portion of the Subject Property from C2-6 to C6-2 and from R6 to R8 (application #120033ZMM) (the "Zoning Map Amendment"), (2) a zoning text amendment pursuant to ZR Section 74-743(a)(4) to make a special permit related to height factor and open space ratio requirements previously only available in Manhattan Community District 7 also available in Manhattan Community District 2 (application #120032ZRM), (3) a special permit pursuant to ZR 74-743(a) to (i) allow for distribution of total required open space without regard for zoning lot lines or district boundaries, (ii) allow for the location of buildings without regard for the applicable court or height and setback regulations, and (iii) to modify the open space regulations applicable in the C6-2 and R8 zoning districts on the Subject Property to allow the maximum floor area ratio within the Large-Scale Development Project to be developed and to allow the required open space to be reduced by 50 percent (application #120029ZSM), (4) a special permit pursuant to ZR 74-744(b) to allow residential and commercial uses to be arranged within the C6-2 portion of the Large-Scale Development Project without regard for the locational restrictions set forth in ZR 32-42 (application #120030ZSM), and (5) a special permit pursuant to ZR 13-561 to allow a 152-space accessory parking facility in the cellar level of the Large-Scale Development Project (application #120031ZSM) (items 1 through 5 collectively, the "Land Use Applications"; the Land Use Applications as approved pursuant to the Final Approval as

defined in Section 8 hereof, the "Land Use Approvals"); and

WHEREAS, Declarant intends to demolish four (4) buildings on the Subject Property, which will allow for elimination of the LSCFD; and

WHEREAS, Section 74-743(b)(8) of the Zoning Resolution requires that a declaration with regard to ownership requirements in paragraph (b) of the large-scale general development definition in Section 12-10 be filed with the New York City Planning Commission; and

WHEREAS, Commonwealth Land Title Insurance Company (the "Title Company") has certified in the certification (the "Certification") attached hereto as Exhibit B and made a part hereof, that as of December 29, 2011, Declarant and JPMorgan Chase Bank, N.A. are the sole parties-in-interest (the "Parties-in-Interest") in the Subject Property, as such term is defined in the definition of "zoning lot" in Section 12-10 of the Zoning Resolution; and

WHEREAS, Declarant desires to restrict the manner in which the Subject Property is developed in the future, including restrictions relating to the development of the Subject Property, maintenance of certain open space at the Subject Property, and implementation of certain Environmental Measures (as hereinafter defined in Section 4 hereof), and intends these restrictions to benefit all the land on the Subject Property.

NOW THEREFORE: Declarant hereby declares, covenants, and agrees as follows:

1. **Designation of Large-Scale General Development.** Declarant hereby declares and agrees that, following the Effective Date (as defined in Section 9 hereof), the Subject Property shall be treated as a large-scale general development site and shall be developed and enlarged as a single unit.

2. **Development of Subject Property.**

(a) If the Subject Property is developed in whole or part in accordance with the Land Use Approvals, Declarant covenants that the Subject Property shall be developed in substantial conformity with the following plans prepared by FXFowle (plans Z-10 through Z-40) and by MPFP LLC (plans L-101 through L-210), approved as part of the Land Use Approvals and annexed hereto in Exhibit C and made a part hereof:

| Drawing No. | Title | Last Date Revised |
|---|---|---|
| Z-10 | Attachment #2 Proposed Large-Scale General Development Plan | 3/26/12 |
| Z-11 | Attachment #2 & #4 Zoning Calculations | 3/26/12 |
| Z-12 | Attachment #6 Floors 1, 2, 3 Plans Use Waiver | 3/26/12 |
| Z-20A | Attachment #5 East Site Dimensioned Building Plan | 3/26/12 |
| Z-20B | Attachment #5 Height & Setback Encroachment Diagrams - Plan | 3/26/12 |
| Z-20C | Attachment #5 Court Plans and Sections | 3/26/12 |

| | | |
|---|---|---|
| Z-21 | Attachment #5 Height & Setback Encroachment Diagrams - Sections | 3/26/12 |
| Z-22 | Attachment #5 Height & Setback Encroachment Diagrams - Sections | 3/26/12 |
| Z-23 | Attachment #5 Height and Setback Encroachment Diagrams Elevations | 3/26/12 |
| Z-40 | Attachment #6 Parking Garage Plans, Sections & Calculations | 3/26/12 |
| L-101 | Triangle Park Key & Dimension Plan | 1/17/12 |
| L-102 | Triangle Park Paving Plan | 12/28/11 |
| L-103 | Triangle Park Planting Plan | 12/28/11 |
| L-104 | Triangle Park Lighting Plan | 12/28/11 |
| L-111 | Triangle Park Bench Details | 12/28/11 |
| L-112 | Triangle Park Fence Details | 12/28/11 |
| L-113 | Triangle Park Gate Details | 1/17/12 |
| L-114 | Triangle Park Furniture Details | 1/17/12 |
| L-115 | Triangle Park Paving Details | 12/28/11 |
| L-116 | Triangle Park Streetscape Details | 12/28/11 |
| L-201 | Courtyard Key & Dimension Plan | 12/28/11 |
| L-202 | Courtyard Enlargement Plan 1 | 12/28/11 |
| L-203 | Courtyard Enlargement Plan 2 | 12/28/11 |
| L-204 | Courtyard Enlargement Plan 3 | 12/28/11 |
| L-205 | Courtyard Planting Details | 12/28/11 |

| | | |
|---|---|---|
| L-206 | Courtyard Seating Details | 12/28/11 |
| L-207 | Courtyard Seating Details | 12/28/11 |
| L-208 | Courtyard Seatwall Details | 12/28/11 |
| L-209 | Courtyard Paving Plan & Details | 12/28/11 |
| L-210 | Courtyard Planting Plan | 12/28/11 |

(b) In no event shall more than three hundred fifty (350) dwelling units or more than 559,409 square feet of residential Floor Area be located on the Subject Property at any time. As used in this Declaration, "Floor Area" shall have the meaning ascribed to it in Section 12-10 of the Zoning Resolution.

(c) In no event shall there be more than an aggregate of 31,251 square feet of Floor Area used for commercial and/or community facility space on the Subject Property. Of such amount, no more than 20,390 square feet of Floor Area shall be used for commercial space on the Subject Property. No Use Group 12A eating or drinking establishments with entertainment and a capacity of more than 200 persons, or establishments of any capacity with dancing shall be permitted on the Subject Property. The only commercial uses allowed above the first story shall be uses listed as Use Group 6B in the Zoning Resolution.

(d) In no event shall there be more than 590,660 square feet of Floor Area located on the East Site at any time.

(e) Declarant shall cause the Triangle Parcel to be improved and maintained as a public access area (the "Public Access Area") as described in Section 3.

(f) No Floor Area shall be located on the Triangle Parcel other than for structures incidental or accessory to the Public Access Area.

(g) Retail signage facing West 11th Street adjacent to the East Site shall comply with signage controls applicable to C1 zoning districts, as such controls are defined in Section 32-60 et seq. of the Zoning Resolution, and no retail signage shall be permitted along the West 12th Street frontage. The window fenestration of the retail windows on West 12th Street shall be as illustrated in Exhibit I annexed hereto and made a part hereof. Light levels within four feet of the retail windows facing West 12th Street shall be limited to no more than 50 foot-candles.

(h) The entrance/exit of the accessory parking facility on West 12th Street shall utilize audio and visual devices alerting pedestrians to exiting vehicles, and shall utilize mirrors and/or video monitors to inform exiting drivers of street and sidewalk conditions.

(i) Declarant hereby covenants and agrees to apply to the New York City Landmarks Preservation Commission ("LPC") for a modification to the design approved on July 7, 2009 for the Large Scale Development Project as it relates to the building located at 140 West 12th Street on the East Site (the "Subject Building Site") in order to preserve, renovate and adapt the façade of the structure currently existing on the Subject Building Site (such application to LPC, the "LPC Application"). The design included in the LPC Application shall be consistent in all respects with the Land Use Approvals and the drawings listed in Section 2(a) hereof. Declarant shall submit the LPC Application to LPC as promptly as possible, and in any event in time to allow LPC to calendar the proposed modification for LPC's public hearing on April 24, 2012. The design included in the LPC

Application shall be consistent with the images attached to this Declaration as Exhibit J, and shall include revisions to the rooftop; revisions to the building façade including changes at the ground floor to facilitate the entrance and exit to the garage, the main entrance and the maisonettes and to the windows on the upper floors; demolition of the structure behind the first structural bay; and rebuilding of the rear portions of the building. In the event that LPC approves the modifications proposed in the LPC Application by May 15, 2012 (an "LPC Approval") without any material revision, Declarant shall develop the Subject Building Site in accordance with the LPC Approval. In the event that LPC does not approve the LPC Application by May 15, 2012, or requires one or more material revisions to the design, the Declarant shall be entitled to demolish the building on the Subject Building Site in its entirety, including the façade, and develop the Subject Building Site in accordance with the design approved by LPC on July 7, 2009. For purposes of this Section 2(i), a "material revision" shall include any one or more of the following: (i) rejection of the changes and additions to the rooftop; (ii) denial of the proposal to demolish and rebuild the rear of the building; (iii) rejection of any of the ground floor entrances, including the garage entrance; (iv) rejection of the proposed window openings on any façade; (v) a change that would reduce the amount of floor area shown in the drawings by anything other than a de minimus amount; (vi) a modification to any building other than the building located on the Subject Building Site or the interior courtyard space; and (vii) a change that would result in the design being inconsistent with the Land Use Approvals or the drawings listed in Section 2(a) hereof.

**3. Triangle Parcel.**

(a) Declarant shall, at Declarant's sole cost and expense, build, open to the general public, operate, and maintain the Public Access Area in a sound and good condition in accordance with the requirements set forth in the Maintenance of Public Access Area schedule annexed to this Declaration as Exhibit D (the "Public Access Area Maintenance Requirements").

(b) Declarant covenants that, immediately upon the issuance of a Certificate of Substantial Completion (as hereinafter defined), the City shall enjoy, wield, and have the right to and the benefit of and be granted, conveyed and transferred a non-exclusive easement (the "Triangle Parcel Public Access Area Easement") in perpetuity, for the benefit of the general public, encompassing the area of the Triangle Parcel unobstructed from the surface thereof to the sky, for the purposes of (i) passive recreational use by the general public, and (ii) access for fire, police, and other emergency services, subject to Declarant's right to take any steps reasonably necessary to finally complete, as set forth in Section 3(d), the Public Access Area.

(c) Declarant shall substantially complete the Public Access Area by the date that is thirty (30) months following the date that the Land Use Applications are approved pursuant to the Final Approval as defined in Section 8 hereof (such date, the "Substantial Completion Date").

(d) Declarant shall neither request nor accept a temporary certificate of occupancy ("TCO") for any residential unit within the Large-Scale Development Project without open space for such residential unit being provided in accordance with the Zoning Resolution on the Subject

Property. Nor shall Declarant request or accept a TCO for any such residential unit (i) following the Substantial Completion Date, or (ii) that would result in more than fifty percent (50%) of the residential floor area allowed under Section 2 hereof having TCOs, in each case until such time as the Chair of the CPC (the "Chair") shall have certified to Buildings that Declarant has substantially completed the Public Access Area on the Triangle Parcel. For the purposes of this Section 3(d), "substantial completion" or "substantially complete" shall mean that the Public Access Area on the Triangle Parcel has been substantially completed in conformance with the drawings approved pursuant to Section 2(a) hereof, and is open and usable by the public, notwithstanding that minor or inconsequential work remains to be done by Declarant pursuant to this Declaration (such certification, a "Certificate of Substantial Completion"), and provided that the memorial elements contemplated by the approved drawings need not be incorporated into the Public Access Area at the time of substantial completion. Declarant shall finally complete the Public Access Area within six (6) months of the date of issuance of the Certificate of Substantial Completion (the "Final Completion Date"). Declarant shall neither request nor accept a permanent certificate of occupancy ("PCO") for (i) any residential unit following the Final Completion Date or (ii) the final two (2) residential units on the highest floor to be constructed on the Subject Property pursuant to the Land Use Approvals, in each case until such time as the Chair shall have certified to Buildings that Declarant has finally completed building the Public Access Area on the Triangle Parcel (such certification, the "Certificate of Final Completion"). For the purposes of this Section 3(c), "final completion" or "finally complete" shall mean that the Chair has certified that the Public Access Area has been finally completed in conformance with the drawings approved

pursuant to Section 2(a) hereof, and no further work is required by Declarant except such minor finishes or other details as is required by the Chair in the Certificate of Final Completion. Notwithstanding anything provided in this Section 3(d), if the Chair reasonably determines that, due to any labor disruption, emergency, inclement weather, planting season, or any other cause beyond Declarant's reasonable control (individually, an "Uncontrollable Circumstance" and collectively, "Uncontrollable Circumstances"), Declarant is unable to substantially complete or finally complete building the Public Access Area, the Chair shall grant Declarant appropriate relief, including notifying Buildings that a TCO or a PCO (as applicable) may be issued for any buildings, or portions thereof, as reasonably determined by the Chair, in the Large Scale Development Project, and Declarant shall thereby be entitled to obtain such TCOs or PCOs, as the case may be, notwithstanding that the Public Access Area has not obtained a Certificate of Substantial Completion or a Certificate of Final Completion, as the case may be. In the event an Uncontrollable Circumstance has occurred and Declarant proceeds under the preceding sentence, the Chair may require that Declarant post a bond, letter of credit or other reasonable security in a form reasonably acceptable to the City in order to ensure that (i) the Public Access Area will be completed in accordance with the provisions of this Declaration, and (ii) upon cessation of the Uncontrollable Circumstance(s), Declarant shall recommence work on the Public Access Area in accordance with the provisions of this Declaration.

(e) Upon the improvement and opening to the public of the Public Access Area by Declarant, Declarant shall have the right, but shall not be obligated, to (i) transfer the Triangle Parcel to the City (provided the City agrees to and accepts such transfer) or to a not-for-profit entity, and (ii) enter into other arrangements with such an entity, in each case

for the purpose of operating and maintaining the Public Access Area, provided that prior to the effectuation of such transfer or other arrangement, such entity shall enter into an agreement in form and substance reasonably acceptable to City Planning expressly agreeing to assume all of Declarant's obligations under this Declaration, providing assurance regarding the ongoing maintenance of the Public Access Area, and consenting to the City's enforcement of the terms thereof.

(f) The Public Access Area shall be governed by the rules and regulations governing conduct (the "Operational Rules") set forth in Exhibit E annexed hereto and made a part hereof. Declarant may, from time to time, propose reasonable modifications or additions to such Operational Rules subject to the administrative approval of the Chair.

(g) Oversight of Public Access Area.

(i) Declarant shall cause to be formed a not-for-profit, 501(c)(3) entity (the "Open Space Oversight Organization") for the purpose of considering and approving any revisions to the Operational Rules of the Public Access Area prior to submission to the Chair, making recommendations on seasonal plantings and approving any programming or other activities proposed for the Public Access Area, monitoring Declarant's compliance with this Declaration as applicable to the Public Access Area, advising City Planning if the Open Space Oversight Organization believes that enforcement action against Declarant is necessary, and reporting to City Planning and Manhattan Community Board 2 on Declarant's compliance with this Declaration in respect of the Public Access Area in accordance with this Section 3.

Declarant shall have caused the Open Space Oversight Organization to be formed and shall have submitted an application to the Internal Revenue Service seeking 501(c)(3) status for the entity no later than the date Declarant requests a determination by the Chair of Substantial Completion of the Public Access Area.

(ii) The board of directors of the Open Space Oversight Organization shall consist of seven (7) members, appointed as follows: (a) three (3) appointed by the Declarant or in the event the East Site has been subjected to a condominium regime, by the condominium board; (b) one (1) appointed by the New York City Councilmember that represents the Council district in which the Subject Property is located; (c) one (1) appointed by the Chair of Manhattan Community Board 2; (d) one (1) appointed by the Manhattan Borough President; and (e) one (1) appointed by the Manhattan Borough Commissioner of the New York City Department of Parks and Recreation. All directors shall serve without compensation. All decisions of the board of directors shall require a vote of the majority of the board, provided that any decision by the board of directors that would result in the imposition of costs, liability, or other obligation on the condominium board greater than is contemplated by this Declaration must also be approved by the majority of the members appointed by the condominium board.

(iii) Declarant shall meet with the Open Space Oversight Organization at least two (2) times per year and at such other reasonable times as a majority of

the board members request in writing that Declarant meet to discuss the operation or maintenance of the Public Access Area.

(iv) Declarant shall pay all costs for the incorporation of and obtaining tax exemption and 501(c)(3) status for the Open Space Oversight Organization. Declarant shall also fund the basic customary legal and accounting costs in connection with maintenance of corporate existence and of tax exempt status.

(v) All offering plans in connection with the sale of any condominium or cooperative units in buildings located on the East Site shall include a reference to the existence and authority of the Open Space Oversight Organization.

(vi) No later than June 30 of the year, beginning in the third calendar year following the Final Approval of the Land Use Applications and at three year intervals thereafter, Declarant shall cause the Public Access Area to be inspected in accordance with requirements herein and provide a compliance report (the "Compliance Report") to City Planning, to the local Councilmember, and to Manhattan Community Board 2 as of the date of inspection. Such report shall be provided by a registered architect, landscape architect or professional engineer, in a format acceptable to the Director of City Planning and shall include, without limitation: (1) a copy of the original Land Use Approvals; (2) a statement that the Public Access Area has been inspected by such registered architect, landscape architect or professional engineer and that the Public Access Area is in full compliance with the Land Use Approvals; (3) an inventory list of amenities required under the Land Use Approvals and the approved plans,

together with an identification of any amenity on such inventory list for which first inspection did not show compliance, including whether such amenities were not in working order or damaged, a description of any such noncompliance, and a verification by such registered architect, landscape architect or professional engineer based upon subsequent inspection that any such noncompliance has been fully remedied based upon subsequent inspection; and (4) photographs documenting the condition of the Public Access Area at the time of initial or subsequent inspection, sufficient to indicate the presence of the amenities or the inventory list of amenities. With each such Compliance Report, the Declarant shall, in addition, submit a report by the Open Space Oversight Organization (the "Oversight Report"), which shall include (1) an assessment of Declarant's compliance with the Public Access Area requirements set forth in this Declaration, and (2) a list of current directors of the board of the Open Space Oversight Organization for the applicable reporting cycle. Notwithstanding the preceding sentence, Declarant shall be under no obligation to submit the above-described Oversight Report if, at the time of Declarant's Compliance Report due date, in accordance with this Section 3(g)(vi), the Oversight Report is not complete and available to Declarant. In no event shall the lack of an Oversight Report be construed as relieving or in any way diminishing Declarant's obligation to timely provide its Compliance Report.

(h) Except as provided in this Section 3(h) or otherwise agreed to by City Planning, the Public Access Area shall be open and accessible to the public seven (7) days a

week between the hours of 6:00 a.m. and midnight from April 15th to November 1st, and between the hours of 7:00 a.m. and 11:00 p.m. for the remainder of the calendar year. Notwithstanding the foregoing or anything to the contrary in this Section 3, Declarant may close the Public Access Area or portions thereof for additional periods as may be necessary in order to: (i) accomplish maintenance, repairs or replacements; (ii) make emergency repairs to mitigate hazardous site conditions; and (iii) address other emergency conditions. Emergency conditions for which the Public Access Area may be closed pursuant to (iii) above shall be limited to actual or imminent emergency situations, including but not limited to, security alerts, riots, casualties, disasters, or other events endangering public health, safety or property, provided that no such emergency closure shall continue for more than twelve (12) consecutive hours without Declarant having consulted with the New York City Police Department (the "NYPD") or Buildings, as appropriate, and having followed the NYPD's or Buildings' direction, if any, with regard to the emergency situation. Declarant shall promptly notify the Chair, and Buildings, as appropriate, in writing of any such emergency closure under (ii) above which extends more than twelve (12) hours. Declarant will close or permit to be closed only those portions of the Public Access Area which must or should reasonably be closed to effect the repairs, replacements or mitigation of hazardous site conditions to be undertaken pursuant to (i) and (ii) above, and will exercise due diligence in the performance of such repairs, replacements or mitigation such that they are completed expeditiously and the temporarily closed areas (or any portions thereof) are re-opened to the public promptly. Declarant shall provide notice to the Chair of any closure of the Public Access Area associated with scheduled repairs or replacements under (i) above,

and anticipated closure time frame, and shall post information regarding the same at appropriate locations at entrances to and within the Triangle Parcel, not less than seven (7) days prior to such closure.

(i) Notwithstanding anything to the contrary contained in this Section 3, in the event that any judicial or administrative proceeding is commenced challenging in whole or part the validity or effectiveness of all or any of the Land Use Applications, the Land Use Approvals, the Final Approvals, or any determination or approval made in connection therewith (each, a "Land Use Challenge"), and as a result of the existence of the Land Use Challenge, Declarant elects or is compelled to suspend construction of the Large Scale Development Project, the time frames for substantial completion and final completion of the Public Access Area shall be tolled for such period that construction is suspended on the East Site (provided that such tolling shall not extend beyond the date of a final, non-appealable, order dismissing the Land Use Challenge and upholding the validity of the Final Approvals, Land Use Applications, Land Use Approvals, or such other determinations or approvals in all respects), and the Substantial Completion Date and the Final Completion Date shall be adjusted to reflect such tolling period for purposes of Section 3(c) and Section 3(d) hereof. Declarant shall notify City Planning in writing of its intention to suspend construction of the Large Scale Development Project under this Section 3(i) and shall notify City Planning in writing of (x) its intention to resume construction of the Large Scale Development Project and (y) the date construction actually resumes.

4. **Project Components Related to the Environment.** Declarant shall

implement the following measures (the "Environmental Measures") as part of the Large-Scale Development Project in accordance with the Final Environmental Impact Statement for the St. Vincents Campus Redevelopment (the "FEIS") and the Environmental Measures shall apply to the entirety of the Subject Property unless specifically limited to a portion thereof as set forth in the FEIS:

(a) Declarant shall comply with the Environmental Measures set forth in Chapter 15 of the FEIS, "Air Quality," in accordance with the requirements set forth in the Air Quality Environmental Measures annexed to this Declaration as Exhibit F (the "Air Quality Environmental Measures").

(b) Declarant shall comply with the Environmental Measures set forth in Chapter 16 of the FEIS, "Greenhouse Gas Emissions," in accordance with the requirements set forth in the Greenhouse Gas Emissions Environmental Measures annexed to this Declaration as Exhibit G (the "Greenhouse Gas Emissions Environmental Measures").

(c) Declarant shall comply with the Environmental Measures set forth in Chapter 10 of the FEIS, "Hazardous Materials," Chapter 20 of the FEIS, "Construction," and in Chapter 22 of the FEIS, "Mitigation Measures," in accordance with the requirements set forth in the Construction Environmental Measures annexed to this Declaration as Exhibit H (the "Construction Environmental Measures").

(d) Declarant shall comply with the building wall attenuation requirements set forth in Table 17-5 of the FEIS, specifically: (i) at least 31 dBA attenuation for building facades facing Seventh Avenue; (ii) at least 33 dBA for building facades facing West 11$^{th}$ Street and

West 12th Street and within sixty (60) feet of Seventh Avenue; and (iii) at least 25 dBA for the remainder of the building façade facing West 11th Street and West 12th Street.

(e) In complying with this Section 4, Declarant may, at its election, implement innovations, technologies or alternatives that are or become available, including replacing any equipment, technology, material, operating system or other measure previously located on the Subject Property or used within the Large-Scale Development Project which Declarant demonstrates to the satisfaction of City Planning would result in equal or better methods of achieving the relevant Environmental Measures than those set forth in this Declaration (such measures, "Alternative Environmental Measures"). If Declarant implements any Alternative Environmental Measure, a notice indicating the use of such Alternative Environmental Measure shall be recorded in the Office of the City Register of the City of New York (the "Register's Office"), in lieu of modification of this Declaration.

(f) Subject to compliance with all generally applicable site safety requirements, pursuant to construction contracts, or imposed as part of the site safety protocol in effect for the Subject Property, City Planning, or any other applicable City agency, may, upon prior written or telephonic notice to Declarant, enter upon the Subject Property during business hours on business days for the purpose of conducting inspections to verify Declarant's implementation and performance of the Environmental Measures; provided, however, that any such inspections shall be (i) coordinated with Declarant's construction activities, and (ii) conducted in a manner that will minimize any interference with construction activities at the Subject Property. Declarant shall cooperate with City Planning (or such other applicable City agency) and its representatives, and shall not delay or withhold any

information or access to the Subject Property reasonably requested by City Planning (or such other applicable City agency). Notwithstanding the foregoing, Declarant shall not be obligated to provide City Planning or any other City agency with access to tenant occupied spaces or those portions of the Subject Property not owned and controlled by Declarant (such as individual condominium or townhouse units).

(g) Declarant shall maintain documentation reasonably acceptable to City Planning evidencing Declarant's compliance with its obligations under this Section 4, which documentation shall include daily records of construction activities, evidence of implementation of Environmental Measures, and results of any and all monitoring and testing required by the Environmental Measures (the "Environmental Compliance Documentation"). The Environmental Compliance Documentation shall be maintained in a central database that shall be directly accessible to the City without notice or further authorization by Declarant.

(h) Appointment and Role of Independent Monitor.

(i) Declarant shall, with the consent of City Planning, appoint an independent third party (the "Monitor") reasonably acceptable to City Planning to oversee, on behalf of City Planning, the implementation and performance by Declarant of the construction period Environmental Measures required under this Section 4 (the "CMMs"). The Monitor shall be a person holding a professional engineering degree and with significant experience in environmental management and construction management (or a firm including

such persons), including familiarity with the means and methods for implementation of the CMMs.

(ii) The scope of services described in any agreement between Declarant and the Monitor pursuant to which the Monitor is retained (the "Monitor Agreement") shall be subject to prior review by and approval of City Planning, such approval not to be unreasonably withheld, conditioned or delayed. Such agreement shall include provisions in a form acceptable to City Planning that, among others, shall: (i) ensure that the Monitor is independent of Declarant in all respects relating to the Monitor's responsibilities under this Declaration (provided that the Monitor shall be responsible to Declarant with regard to practices generally applicable to or expected of consultants and independent contractors of Declarant) and has a duty of loyalty to City Planning; (ii) provide for appropriate City Planning management and control of the performance of services by the Monitor under the Monitor Agreement; (iii) authorize City Planning to direct the termination of services by the Monitor for unsatisfactory performance of its responsibilities under the Monitoring Agreement; (iv) allow for the retention by the Monitor of sub-consultants with expertise appropriate to assisting the Monitor in its performance of its obligations, but only to the extent reasonably necessary to perform its obligations under this Declaration and the Monitor Agreement; and (v) allow for termination by Declarant for cause, but only with the express written concurrence of City Planning, which concurrence will not be unreasonably withheld or delayed. If City Planning shall fail to act

upon a proposed Monitor Agreement within twenty (20) days after submission of a draft form of Monitor Agreement, the form of Monitor Agreement so submitted shall be deemed acceptable by City Planning and may be executed by Declarant and the Monitor. The Monitor Agreement shall provide for the commencement of services by the Monitor within twenty (20) days of Final Approval (as such term is defined in Section 8 hereof) and shall continue in effect at all times that construction activities are occurring on the Subject Property with respect to an identified stage(s) of development on the Subject Property until issuance of TCOs or PCOs therefor, unless the Declarant, with the prior consent of City Planning or at the direction of City Planning, shall have terminated a Monitor Agreement and substituted therefor another Monitor under a new Monitor Agreement, in accordance with all requirements of this Section 3(g).

(iii) The Monitor shall: (i) assist and advise City Planning with regard to review of plans and measures proposed by Declarant for purposes of satisfying CMMs in connection with determinations required under this Declaration or the issuance or acceptance by Declarant of a Building Permit; (ii) provide reports to City Planning of Declarant's compliance with the CMMs during any period of construction on a schedule reasonably acceptable to City Planning, but not more frequently than once per month; and (iii) prepare a quarterly report summary of activities to be delivered to City Planning. The Monitor may at any time also provide Declarant and City Planning with notice of a determination that a CMM

has not been implemented, accompanied by supporting documentation establishing the basis for such determination, provided that any notice to City Planning shall not be deemed delivered until such notice has also been delivered to Declarant in accordance with Section 10 hereof.

(iv) The Monitor shall: (i) have full access to the Subject Site, subject to compliance with all generally applicable site safety requirements imposed by law, pursuant to construction contracts, or imposed as part of the site safety protocol in effect for the Subject Property; (ii) be provided with access to all books and records of Declarant either on or outside the Subject Property pertaining to the development of the Large Scale Development Project to the extent that such books and records are necessary to carry out its duties under the Monitor Agreement; and (iii) be entitled to conduct any tests on the Subject Property to the extent such tests are reasonably necessary to verify Declarant's implementation and performance of the CMMs, subject to compliance with all generally applicable site safety requirements imposed by law, site operations, or pursuant to construction contracts in effect for the Subject Property and provided further that any such additional testing shall be coordinated with Declarant's construction activities and use of the Subject Property by the occupants of and visitors to the Subject Property, and shall be conducted in a manner that will minimize any interference with the Large Scale Development Project.

(v) The Monitor Agreement shall provide that Declarant shall have the right to require the Monitor to secure insurance covering the Monitor's activities

under this Section 4(h), including coverage customary for the activities set forth in Clause 4(g)(iv) hereof, and Declarant may hold the Monitor liable for any damage or harm resulting from such activities.

(vi) Declarant shall be responsible for payment of all fees and expenses due to the Monitor and any consultants retained by the Monitor in accordance with the terms of the Monitoring Agreement, all in accordance with the terms of the Monitor Agreement.

(vii) In the event the Monitor determines, either in a monthly report or otherwise, that Declarant has failed to implement or to cause its contractors to implement a CMM, the Monitor shall notify City Planning and Declarant of such alleged violation, and provide documentation establishing the basis for its determination. If City Planning determines, based on consultation with the Monitor and others, as appropriate, that there is a basis for concluding that such a violation has occurred, City Planning may thereupon give Declarant written notice of such alleged violation (each, a "CMM Default Notice"), transmitted in accordance with and to the address for Notices for Declarant set forth in Section 10 hereof. Notwithstanding any provisions to the contrary contained in Section 11 of this Declaration, following receipt of a CMM Default Notice, Declarant shall: (i) effect a cure of the alleged violation within three (3) business days, or if City Planning reasonably determines that the nature of the violation poses a potential threat to public health and safety, within such shorter period as City Planning's notice shall direct (the "Cure Period"); (ii) seek to demonstrate to

City Planning in writing within two (2) business days of receipt of the CMM Default Notice (or if City Planning has determined that the nature of the violation poses a potential threat to public health and safety, within the Cure Period established therefor) why the alleged violation did not occur and does not then exist; or (iii) seek to demonstrate to City Planning in writing within two (2) business days of receipt of the CMM Default Notice (or, if City Planning has determined that the nature of the violation poses a potential threat to public health and safety, within the Cure Period established therefor) that a cure period greater than three (3) business days (or, if City Planning has determined that the nature of the violation poses a potential threat to public health and safety, greater than the Cure Period established therefor) would not be harmful to the environment (such longer cure period, a "Proposed Cure Period"). If City Planning accepts within one (1) business day of receipt of a writing from Declarant that the alleged violation did not occur and does not then exist, City Planning shall withdraw the CMM Default Notice and Declarant shall have no obligation to cure. If City Planning accepts a Proposed Cure Period in writing within one (1) business day of receipt of a writing from Declarant, then this shall become the applicable cure period for the alleged violation (the "New Cure Period"), provided that if City Planning does not act with respect to a Proposed Cure Period within one (1) business day of receipt of a writing from Declarant with respect thereto, the New Cure Period shall apply. If Declarant fails to: (i) effect a cure of the alleged violation within the Cure Period; (ii) cure the alleged

violation within a New Cure Period, if one has been established; or (iii) demonstrate to City Planning's satisfaction that a violation has not occurred, then representatives of Declarant shall, promptly at City Planning's request, and upon a time and date acceptable to City Planning, convene a meeting at the Site with the Monitor and City Planning representatives. If Declarant is unable reasonably to satisfy the City Planning representatives that no violation exists or is continuing and the Declarant, the Monitor and City Planning are unable to agree upon a method for curing the violation within a time period acceptable to City Planning, City Planning shall have the right to exercise any remedy available at law or in equity or by way of administrative enforcement, to obtain or compel Declarant's performance under this Declaration, including seeking an injunction to stop work on the Subject Property, as necessary, to ensure that the violation does not continue, until the Declarant demonstrates that it has cured the violation. Declarant shall have all rights available to Declarant at law or in equity or through administrative measures to defend against any such action or to contest any such claimed violation.

(viii) Not less than twenty (20) days prior to the date Declarant anticipates obtaining any Permit, as such term is defined in Section 9 hereof, from Buildings (other than permits issued prior to the date of Final Approval) allowing for: (i) the demolition of the core or shell of any existing building on the Subject Property; (ii) excavation for and the pouring of foundations, or (iii) the erection of structural members for any new development, Declarant shall

send written notice to City Planning advising of Declarant's intention to obtain such Permit as the case may be (a "Permit Notice"). Any Permit Notice shall be accompanied by (i) a summary of the provisions of this Declaration, if any, imposing conditions or criteria that must be satisfied as a condition to issuance of the relevant Permit; (ii) materials or documentation demonstrating compliance with such requirements or criteria to the extent Declarant believes that compliance has been achieved by the date of the Permit Notice; and (iii) to the extent that Declarant believes that compliance with any condition or criteria has not been achieved by the date of the Permit Notice, an explanation of why compliance has not yet been achieved to date, the steps that are or will be taken prior to issuance of the Permit to achieve compliance and the method proposed by Declarant to assure City Planning that the elements will be achieved in the future. City Planning shall have a right to request that Declarant meet with City Planning (and at City Planning's option) the Monitor prior to commencement of any work under such Permit to respond to any questions or comments on the Permit Notice and accompanying materials, and shall provide additional information as may reasonably be requested by City Planning or the Monitor in writing in order to allow City Planning to confirm, acting in consultation with the Monitor and City agency personnel as necessary in relation to the subject matter of the Permit Notice, that the conditions and criteria for issuing the Permit have been or will be met in accordance with the requirements of this Declaration.

Declarant shall not accept any Permit subject to review pursuant to this Section 4(h) if prior to the expiration of such twenty (20) day period, City Planning has notified Declarant and Buildings in writing that the materials provided by Declarant to City Planning pursuant to the preceding sentence fail to demonstrate that the conditions or criteria required for issuance of the Permit have been met. In the event that City Planning (x) does not notify Declarant and Buildings within twenty (20) days of the Permit Notice as set forth in the immediately preceding sentence, or (y) fails to respond in writing to Declarant and Buildings within five (5) days of receipt of additional materials provided to City Planning under this Clause 4(h)(viii), Declarant shall be entitled to accept the Permit and to undertake any and all activities authorized thereunder. Nothing in this Clause 4(h)(viii) shall be construed as limiting Declarant from proceding with any construction work under Permits issued prior to the date of Final Approval, provided that such Permits are allowed under Section 9 hereof.

(ix) In the event that the Declarant that is signatory to this Declaration shall have sold, leased, transferred or conveyed to a third party fee title to, or a ground or net lease of, one or more tax lots within the Subject Property, then such, third party shall be deemed a successor Declarant (a "Successor Declarant") with respect to such lots so sold, leased, transferred or conveyed to it, and, with the prior written approval of City Planning, there may exist more than one Monitor with respect to multiple developments proceeding simultaneously on the Subject Property, pursuant to separate Monitor Agreements (hereafter defined).

(i) Declarant shall establish and maintain: (i) a publicly accessible website that provides regular, and in any event not less than every other week, updates on the progress of demolition and construction activities on the Subject Property, and (ii) a telephone hotline for use by the public to report any construction problems and to ask questions regarding construction on the Subject Property. Declarant shall appoint a single community liaison to address community questions and complaints and ensure community consultation during the construction process. Notice of any permits for weekend or nighttime work shall be posted on the website prior to undertaking such work.

5. Representation. Declarant hereby represents and warrants that, except for the LSCFD described herein, there is no restriction of record on the development, enlargement, or use of the Subject Property, nor any present or presently existing estate or interest in the Subject Property, nor any existing lien, obligation, covenant, easement, limitation or encumbrance of any kind that shall preclude the restriction and obligation to develop and enlarge the Subject Property as a large-scale general development as set forth herein.

6. Binding Effect. The restrictions, covenants, rights, and agreements set forth in this Declaration shall be binding upon Declarant and any successor or assign of Declarant; provided that the Declaration shall be binding on any Declarant only for the period during which such Declarant, or any successor or assign thereof, is the holder of an interest in the Subject Property and only to the extent of such Declarant's interest in the Subject Property. At such time as a Declarant or any successor to a Declarant no longer holds an interest in the

Subject Property, such Declarant's or such Declarant's successor's obligations and liability under this Declaration shall wholly cease and terminate and the party succeeding such Declarant or such Declarant's successor shall be deemed to have assumed the obligations and liability of Declarant pursuant to this Declaration with respect to actions or matters occurring subsequent to the date such party succeeds to an interest in the Subject Property to the extent of such party's interest in the Subject Property. For purposes of this Declaration, any successor to a Declarant shall be deemed a Declarant for such time as such successor holds all or any portion of any interest in the Subject Property.

7. Condominium and Cooperative Ownership.

(a) In the event that the Subject Property or any portion thereof is developed as, sold, or converted to condominium or cooperative ownership requiring the approval of the Attorney General of the State of New York (the "Attorney General"), a copy of this Declaration and any subsequent modification hereof shall be provided to the Attorney General with the offering documents at the time of application for approval of any such condominium or cooperative offering plan. Declarant shall include in the offering plan for such condominium or cooperative this Declaration or any portions hereof which the Attorney General determines shall be included and, if so included in the offering plan, shall make copies of this Declaration available to condominium purchasers and cooperative shareholders. Such condominium or cooperative shall be deemed Declarant for purposes of this Declaration, and shall succeed to a prior Declarant's obligations under this Declaration in accordance with Section 6 hereof.

(b) With respect to any portion of the Subject Property which shall be subject to a

condominium, cooperative or similar form of ownership, for the purposes of this Declaration, the board of directors or managers of the condominium, cooperative or similar association (such entity, a "Board") or a master association (an "Association") selected by the Board and authorized by underlying organizational documents to act on behalf of the individual condominium unit owners, cooperative shareholders or similar owners, shall have the sole right as Declarant to assess a lien for any costs incurred under this Declaration or to otherwise act as Declarant with respect to this Declaration, to the extent such action is required for any purpose under this Declaration, and the consent of any individual condominium unit owner, cooperative shareholder or other similar owner who may be considered a party in interest under the Zoning Resolution (a "Party in Interest") shall not be required. For purposes of this Declaration, the Board or the Association, as the case may be, shall be deemed the sole Party in Interest with respect to the property interest subjected to the condominium, cooperative or similar ownership arrangement, and any such condominium unit owner, cooperative shareholder or other similar owner, or holder of any lien encumbering any such individual unit, shall not be deemed a Party in Interest. For purposes of Section 10 hereof, notice to the Board or the Association, as the case may be, shall be deemed notice to the Declarant.

8. Recordation.

(a) Promptly, and no later than ten (10) days after Final Approval (defined below) of the Land Use Applications and prior to any application for any building permit relating to the Subject Property (other than permits allowed prior to Final Approval under Section 9 hereof), Declarant shall file and record this Declaration and any related waivers executed by Mortgagees

or other Parties-in-Interest or other documents executed and delivered in connection with the Land Use Approvals and required by this Declaration to be recorded in public records, in the Register's Office, indexing them against the entire Subject Property, and deliver to CPC within ten (10) days from any such submission for recording, a copy of such documents as submitted for recording, together with an affidavit of submission for recordation, or in the alternative, a copy of such document as recorded in the New York City Department of Finance's Automated City Register Information System (ACRIS) database, whichever is first available. "Final Approval" shall mean approval or approval with modifications of the Land Use Applications by the City Council, or, if the City Council disapproves the Land Use Applications, the Mayor of the City of New York (the "Mayor") files a written disapproval of the City Council's action pursuant to New York City Charter Section 197-d(e), and the City Council does not override the Mayor's disapproval, in which event "Final Approval" shall mean the Mayor's written disapproval pursuant to such New York City Charter Section 197-d(e). Notwithstanding anything to the contrary contained in this Declaration, "Final Approval" shall not be deemed to have occurred for any purpose of this Declaration if the final action taken pursuant to New York City Charter Section 197-d is disapproval of the Land Use Applications. Declarant shall deliver, promptly upon receipt thereof, copies of all such documents, as recorded, certified by the Register's Office, to CPC and any Mortgagees. If Declarant fails to so record such documents, then the City may record duplicate originals of such documents; however, all fees paid or payable for the purpose of recording such documents, whether undertaken by Declarant or by the City, shall be borne by Declarant.

(b) In the event that the Final Approval includes modifications to the Land Use

Approvals or this Declaration by the City Council, Declarant shall prepare a revised declaration incorporating such modifications which shall be recorded in accordance with this Section 8. If Declarant does not promptly prepare and record a revised declaration following Final Approval, the City may record a duplicate original of this Declaration, which shall have the sole effect of applying the provisions of Section 13(b) hereof, pending the filing of a revised declaration. Development pursuant to the modified Land Use Approvals shall not be permitted unless and until such revised declaration is executed and recorded.

9. Effective Date. This Declaration and the provisions and covenants hereof shall become effective upon Final Approval (the "Effective Date"). Notwithstanding the foregoing, Declarant shall not take any action or commence any construction that is inconsistent with the LSCFD Special Permit until such time as the Coleman and Link Buildings on the East Site have been demolished to the point that the modifications and approvals granted by the LSCFD Special Permit are no longer necessary. Declarant shall notify City Planning in writing at such time that the modifications and approvals permitted under the LSCFD Special Permit are no longer required, which notification shall be accompanied by documentation reasonably demonstrating that the LSCFD Special Permit is no longer necessary and that the LSCFD may therefore be extinguished. Within ten (10) days of any written request of Declarant, the Chair shall confirm in writing to Declarant and Buildings that the LSCFD has been extinguished. In no event shall any provision of this Section 9 be construed as limiting Declarant's right to commence on the Subject Property any abatement or remediation work, site preparation work, survey work, staging work (including

openings in the exterior ground floor walls of the Coleman and Link Buildings to accommodate such work activities), or interior demolition work at any time as Declarant sees fit, provided that in no event shall demolition of any portion of the core or shell of any building on the Subject Property commence prior to the date of the Final Approval and the recordation of this Declaration or a revised declaration, as the case may be, required pursuant to Section 8(b).

10. Notice. All notices, demands, requests, consents, approvals, and other communications (each, a "Notice") which may be or are permitted, desirable, or required to be given under this Declaration shall be in writing and shall be sent or delivered as follows:

(i) if to Declarant:
to the address at the commencement of this Declaration,
Attention: John J. Gilbert, III

with copies to:
Melanie Meyers, Esq.
Fried, Frank, Harris, Shriver & Jacobson LLP
1 New York Plaza
New York, NY 10004

and

Sidney A. Migdon, Esq.
Goldfarb & Fleece LLP
345 Park Avenue
New York, NY 10154

(ii) if to CPC:
New York City Planning Commission
22 Reade Street
New York, New York 10007
Attention: Chairperson

with a copy to:

The general counsel of CPC at the same address

(iii) if to a Party in Interest other than Declarant:
at the address provided in writing to CPC in accordance with this Section 10

(iv) if to a mortgagee of all or any portion of the Property (a "Mortgagee"):

JPMorgan Chase Bank, N.A., as Administrative Agent
10 South Dearborn, 7th Floor, Chicago, IL 60603
Attention: CLS REB

with copies to:
JPMorgan Chase Real Estate Banking
270 Park Avenue, 45th Floor, New York, NY 10017
Attention: Stephen C. Hartigan

and

Morrison & Foerster LLP
1290 Avenue of the Americas, New York, NY 10104
Attention: John J. McCarthy

Declarant, CPC, any Party in Interest, and any Mortgagee may, by notice provided in accordance with this Section 10, change any name or address for purposes of this Declaration. In order to be deemed effective any Notice shall be sent or delivered in at least one of the following manners: (A) sent by registered or certified mail, postage pre-paid, return receipt requested, in which case the Notice shall he deemed delivered for all purposes hereunder five days after being actually mailed; (B) sent by overnight courier service, in which case the Notice shall be deemed delivered for all purposes hereunder on the date the Notice was actually received or was refused; or (C) delivered by hand, in which case the Notice will be deemed delivered for all purposes hereunder on the date the Notice was actually received. All Notices from CPC to Declarant shall also be sent to every Mortgagee of whom CPC has

notice, and no Notice shall be deemed properly given to Declarant without such notice to such Mortgagee(s). In the event that there is more than one Declarant at any time, any Notice from the City or the CPC shall he provided to all Declarants of whom CPC has notice.

11. Defaults and Remedies.

(a) Declarant acknowledges that the restrictions, covenants, and obligations of this Declaration will protect the value and desirability of the Subject Property, as well as benefit the City. If Declarant fails to perform any of Declarant's obligations under this Declaration, the City shall have the right to enforce this Declaration against Declarant and exercise any administrative, legal, or equitable remedy available to the City, and Declarant hereby consents to same; provided that this Declaration shall not be deemed to diminish Declarant's or any other Party in Interest's right to exercise any and all administrative, legal, or equitable remedies otherwise available to it, and provided further, that the City's rights of enforcement under this Declaration shall be subject to the cure provisions and periods set forth in Section 11(c) hereof. Declarant also acknowledges that the remedies set forth in this Declaration are not exclusive and that the City and any agency thereof may pursue other remedies not specifically set forth herein including, but not limited to, a mandatory injunction.

(b) Notwithstanding any provision of this Declaration, only Declarant, and Declarant's successors and assigns (including, without limitation, any Mortgagee or designee thereof that succeeds to Declarant's interest) and the City, shall be entitled to enforce or assert any claim arising out of or in connection with this Declaration. Nothing contained herein should be construed or deemed to allow any other person or entity to have any interest in or

right of enforcement of any provision of this Declaration or any document or instrument executed or delivered in connection with the Land Use Approvals.

(c) Prior to the City instituting any proceeding to enforce the terms or conditions of this Declaration due to any alleged violation hereof, the City shall give Declarant, every Mortgagee and every Party in Interest thirty (30) business days written notice of such alleged violation, other than (i) a violation of Section 4 hereof (in which case the remedy and cure provisions of Section 4 shall apply), or (ii) in the event Declarant has prohibited access to the Public Access Area other than as permitted under Section 3 hereof, in which case the cure period for providing such access shall be reduced to twenty four (24) hours, during which period Declarant, any Party in Interest and any Mortgagee shall have the opportunity to effect a cure of such alleged violation or to demonstrate to City why the alleged violation has not occurred. If a Mortgagee or Party in Interest performs any obligation or effects any cure Declarant is required to perform or cure pursuant to this Declaration, such performance or cure shall be deemed performance on behalf of Declarant and shall be accepted by any person or entity benefited hereunder, including CPC and City, as if performed by Declarant. If Declarant, any Party in Interest or Mortgagee commences to effect such cure within such thirty (30) day period (or if cure is not capable of being commenced, as reasonably determined by the Chair, within such thirty (30) day period, Declarant, any Party in Interest or Mortgagee commences to effect such cure when such commencement is reasonably possible), or within such shorter period under clause (c)(i) or (ii) hereof, and thereafter proceeds diligently toward the effectuation of such cure, the aforesaid thirty (30) day period (as such may be extended hereunder or shortened under clause (c)(i) or (ii)) shall be extended for so

long as Declarant, any Party in Interest or Mortgagee continues to proceed diligently with the effectuation of such cure. In the event that more than one Declarant exists at any time on the Subject Property, notice shall be provided to all Declarants from whom City has received notice in accordance with Section 10 hereof, and the right to cure shall apply equally to all Declarants.

(d) If, after due notice and opportunity to cure as set forth in this Declaration, Declarant, Mortgagee or a Party in Interest shall fail to cure the alleged violation, the City may exercise any and all of its rights, including without limitation those delineated in this Section 11 and may disapprove any amendment, modification or cancellation of this Declaration on the sole ground that Declarant is in default of a material obligation under this Declaration. Notwithstanding the foregoing, in the event of a denial of public access to the Public Access Area, Declarant shall have the opportunity to effect a cure of such denial within twenty four (24) hours of receipt thereof. If such denial of access continues beyond such period, the City may thereupon exercise any and all of its rights, including seeking a mandatory injunction, and the provisions of this Section 11 shall not apply to the denial of public access.

12. Applications.

(a) Declarant shall include a copy of this Declaration with any application made to Buildings for a foundation, new building, alteration, or other permit (a "Permit") for any portion of the Large-Scale Development Project subject to the Land Use Approvals, provided that any Permit applications made by condominium unit owners or cooperative shareholders for interior renovations to individual units or by any townhouse owner following the issuance

of the initial certificate of occupancy for such townhouse shall not require a copy of this Declaration to be included. Nothing in this Declaration, including but not limited to the declaration and covenant made in Section 1 hereof to develop and enlarge the Subject Property as a single unit, shall be construed to prohibit or preclude Declarant from filing for, or Buildings from issuing, any permit for all or any portion of the Large-Scale Development Project, in such phase or order as Declarant sees fit in Declarant's sole discretion.

(b) Nothing in this Declaration shall be construed to prevent Declarant or any of Declarant's successors or assigns from making any application of any sort to any governmental agency or department (each an "Agency") in connection with the development of the Subject Property; provided, that Declarant shall include a copy of this Declaration in connection with any application for any such discretionary approval, and provided that nothing in this Section 12(b) shall be construed as superseding the requirements, restrictions, or approvals that may be required under agreements with any other Agency or the City.

13. Amendment, Modification and Cancellation.

(a) This Declaration may be amended, cancelled, or modified only upon application by Declarant with the express written consent of CPC or an agency succeeding to CPC's jurisdiction and no other approval shall be required from any other public body, private person, or legal entity of any kind; provided, however, that no such consent shall be required in the case of any cancellation pursuant to Section 13(b).

(b) Notwithstanding anything to the contrary contained in Section 13(a) hereof, in the event that Declarant does not elect to undertake the Large-Scale Development Project

pursuant to the Land Use Approvals, Declarant may surrender the Land Use Approvals to CPC in which case, provided that the provisions of Section 9 have first been complied with in respect to demolition and construction on the East Site relying on the existence of the LSCFD, Declarant shall have the right to proceed with development on the Subject Property only in accordance with the zoning controls existing immediately prior to the date the Zoning Map Amendment was approved, *i.e.* in accordance with the controls applicable to a C2-6 district for the portion of the East Site within one hundred (100) feet of Seventh Avenue, and in accordance with the controls applicable to an R6 district for the remainder of the East Site, and in accordance with the controls applicable to a C2-7 zone for the Triangle Parcel, provided such development is also consistent with the zoning controls applicable under the Zoning Map Amendment. Any other development on the Subject Property shall require a modification of this Declaration.

(c) Notwithstanding anything to the contrary contained in Section 13(a) hereof, the Chair of CPC may by its express written consent administratively approve modifications or amendments to this Declaration that, in the sole judgment of the Chair, are determined by the Chair to be a minor amendment or modification of this Declaration, and such minor modifications and amendments shall not require the approval of CPC. Any such minor modification relating to the design of the Public Access Area or the design of any artwork and/or memorial located in the Public Access Area shall be referred by Declarant to Manhattan Community Board 2 for advisory review and recommendation for a period of not less than forty-five (45) days prior to formally filing an application for such modification with City Planning.

14. Severability. In the event that any of the provisions of the Declaration shall be deemed, decreed, adjudged, or determined to be invalid or unlawful by a court of competent jurisdiction, such provision shall be severable and the remainder of this Declaration shall continue to be in full force and effect.

15. Applicable Law. This Declaration shall be governed and construed by the laws of the State of New York, without regard to principles of conflicts of law.

(SIGNATURE PAGE FOLLOWS)

**IN WITNESS WHEREOF,** the undersigned has executed this Declaration this 22nd day of March, 2012.

WEST VILLAGE RESIDENCES LLC, a Delaware limited liability company

By: West Village Holdings LLC, a Delaware limited liability company, its sole member

By: Rudin West Village LLC, a Delaware limited liability company, its managing member

By: _____
Name: William C. Rudin
Title: Managing Member

STATE OF NEW YORK )

) ss.:

COUNTY OF NEW YORK )

On the 22nd day of March in the year 2012 before me, the undersigned, personally appeared William C. Rudin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

NEAL A. WEINSTEIN
Notary Public, State of New York
No. 31-4765424
Qualified in Westchester County
Commission Expires February 26, 2013

Exhibit A

**Subject Property Description**

## Block 607, Lot 1

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 the corner formed by the intersection of the easterly side of Seventh Avenue with the northerly side of West 11th Street;

RUNNING THENCE easterly along the northerly side of West 11th Street, 425 feet;

THENCE northerly parallel with the easterly side of Seventh Avenue and part of the way through a party wall 103 feet 3 inches to the center line of the block;

THENCE easterly along the center line of the block, 50 feet;

THENCE northerly again parallel with the easterly side of Seventh Avenue, 103 feet 3 inches to the southerly side of West 12th Street, at a point therein distant 475 feet easterly from the easterly side of Seventh Avenue;

THENCE westerly along the southerly side of West 12th Street 475 feet to the corner formed by the intersection of the said southerly side of West 12th Street with the said easterly side of Seventh Avenue; and

THENCE southerly along the said easterly side of Seventh Avenue, 206 feet 6 inches to the first mentioned corner, the point or place of BEGINNING.

**Block 617, Lot 1**

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 the corner formed by the intersection of the southerly side of West 12th Street with the westerly side of Seventh Avenue;

RUNNING THENCE westerly along the southerly side of 12th Street, 212 feet 7 ½ inches to the corner formed by the intersection of the southerly side of 12th Street and the northeasterly side Greenwich Avenue;

THENCE southeasterly along the northeasterly side of Greenwich Avenue, 264 feet 2 ¾ inches to the corner formed by the intersection of the said northeasterly side of Greenwich Avenue and the westerly side of Seventh Avenue; and

THENCE northerly along the westerly side of Seventh Avenue, 156 feet 10 ½ inches to the point or place of BEGINNING.

Exhibit B

Certification of Parties in Interest

N.B. #_____
or
ALT. #_____

**EXHIBIT "I"**

**CERTIFICATION PURSUANT TO ZONING LOT SUBDIVISION C OF SECTION 12-10 OF THE ZONING RESOLUTION OF DECEMBER 15, 1961 OF THE CITY OF NEW YORK AS AMENDED, EFFECTIVE AUGUST 18, 1977**

COMMONWEALTH LAND TITLE INSURANCE COMPANY, a title insurance company licensed to do business in the State of New York, and having an office at 630 Third Avenue, New York, New York, 10017, hereby certifies that as to the land hereafter described being a tract of land, either unsubdivided or consisting of two or more lots of record, contiguous for a minimum of ten linear feet, located within a single block in the single ownership of WEST VILLAGE RESIDENCES LLC, that all the parties in interest constituting a "party in interest" as defined in Section 12-10, subdivision (c) of the Zoning Resolution of The City of New York, effective December 15, 1961, as amended, are the following:

| | NAME AND ADDRESS | NATURE OF INTEREST |
|---|---|---|
| 1. | **WEST VILLAGE RESIDENCES LLC**<br>345 Park Avenue, 33rd Floor<br>New York, NY 10154 | Fee Owner – Block 607 Lot 1 |
| 2. | **JPMORGAN CHASE BANK, N.A.**<br>277 Park Avenue, 14th Floor<br>New York, NY 10172 | Mortgagee – Block 607 Lot 1 |

**The subject tract of land with respect to which the foregoing parties are the parties in interest as aforesaid, is known as Tax Lot Number 1, Block 607 on the Tax Map of The City and County of New York and more particularly 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 the corner formed by the intersection of the easterly side of Seventh Avenue with the northerly side of West 11th Street;

RUNNING THENCE easterly along the northerly side of West 11th Street, 425 feet;

THENCE northerly parallel with the easterly side of Seventh Avenue and part of the way through a party wall 103 feet 3 inches to the center line of the block;

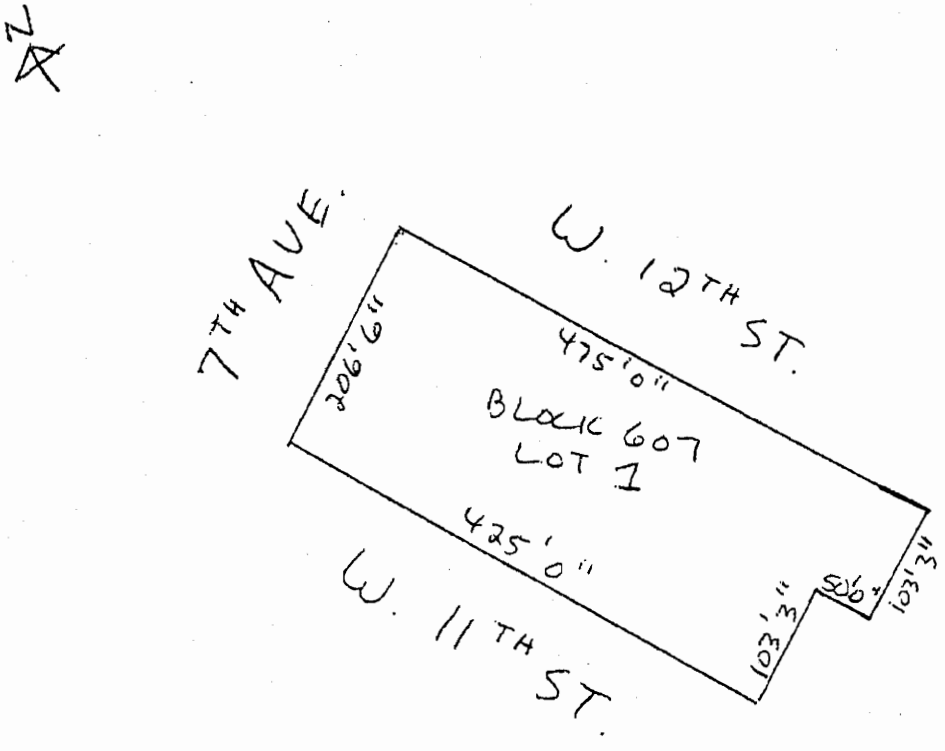
THENCE easterly along the center line of the block, 50 feet;

THENCE northerly again parallel with the easterly side of Seventh Avenue, 103 feet 3 inches to the southerly side of West 12th Street, at a point therein distant 475 feet easterly from the easterly side of Seventh Avenue;

THENCE westerly along the southerly side of West 12th Street 475 feet to the corner formed by the intersection of the said southerly side of West 12th Street with the said easterly side of Seventh Avenue; and

THENCE southerly along the said easterly side of Seventh Avenue, 206 feet 6 inches to the first mentioned corner, the point or place of BEGINNING.

**That the said premises are known as and by street address 1-15 Seventh Avenue, 133 – 147 West 11th Street and 134 – 172 West 12th Street, New York, NY, Block No. 607, Lot Number 1 as shown on the following DIAGRAM:**



Certified as of the 29th day of December, 2011 to West Village Residences LLC, the applicant for this certification.

NOTE: A Zoning Lot may or may not coincide with a lot as shown on the Official Tax Map of The City of New York, or on any recorded subdivision plot or deed. A Zoning Lot may be subdivided into two or more zoning lots provided all the resulting zoning lots all the buildings thereon shall comply with the applicable provisions of the zoning lot resolution.

THIS CERTIFICATION IS MADE FOR AND ACCEPTED BY THE APPLICANT UPON THE EXPRESS UNDERSTANDING THAT LIABILITY HEREUNDER IS LIMITED TO FIVE HUNDRED DOLLARS ($500.00).

**COMMONWEALTH LAND TITLE INSURANCE COMPANY**

By: _____
Name: Neal Greenberg
Title: Counsel

State of New York )
SS
County of New York )

On this 6th day of January, 2012, before me the undersigned, a Notary Public in and for said State, personally appeared Neal Greenberg, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual(s) acted, executed this instrument.

_____
Notary Public

David R. Wilcomes
Notary Public-State of New York
Qualified in New York County
No. 02WI6000920
Commission expires March 24, June 18, 2014

N.B. #_____
or
ALT. #_____

**EXHIBIT "I"**

**CERTIFICATION PURSUANT TO ZONING LOT SUBDIVISION C OF SECTION 12-10 OF THE ZONING RESOLUTION OF DECEMBER 15, 1961 OF THE CITY OF NEW YORK AS AMENDED, EFFECTIVE AUGUST 18, 1977**

COMMONWEALTH LAND TITLE INSURANCE COMPANY, a title insurance company licensed to do business in the State of New York, and having an office at 630 Third Avenue, New York, New York, 10017, hereby certifies that as to the land hereafter described being a tract of land, either unsubdivided or consisting of two or more lots of record, contiguous for a minimum of ten linear feet, located within a single block in the single ownership of WEST VILLAGE RESIDENCES LLC, that all the parties in interest constituting a "party in interest" as defined in Section 12-10, subdivision (c) of the Zoning Resolution of The City of New York, effective December 15, 1961, as amended, are the following:

| | NAME AND ADDRESS | NATURE OF INTEREST |
|---|---|---|
| 1. | **WEST VILLAGE RESIDENCES LLC**<br>345 Park Avenue, 33rd Floor<br>New York, NY 10154 | Fee Owner – Block 617 Lot 1 |
| 2. | **JPMORGAN CHASE BANK, N.A.**<br>277 Park Avenue, 14th Floor<br>New York, NY 10172 | Mortgagee – Block 617 Lot 1 |

**The subject tract of land with respect to which the foregoing parties are the parties in interest as aforesaid, is known as Tax Lot Number 1, Block 617 on the Tax Map of The City and County of New York and more particularly 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:

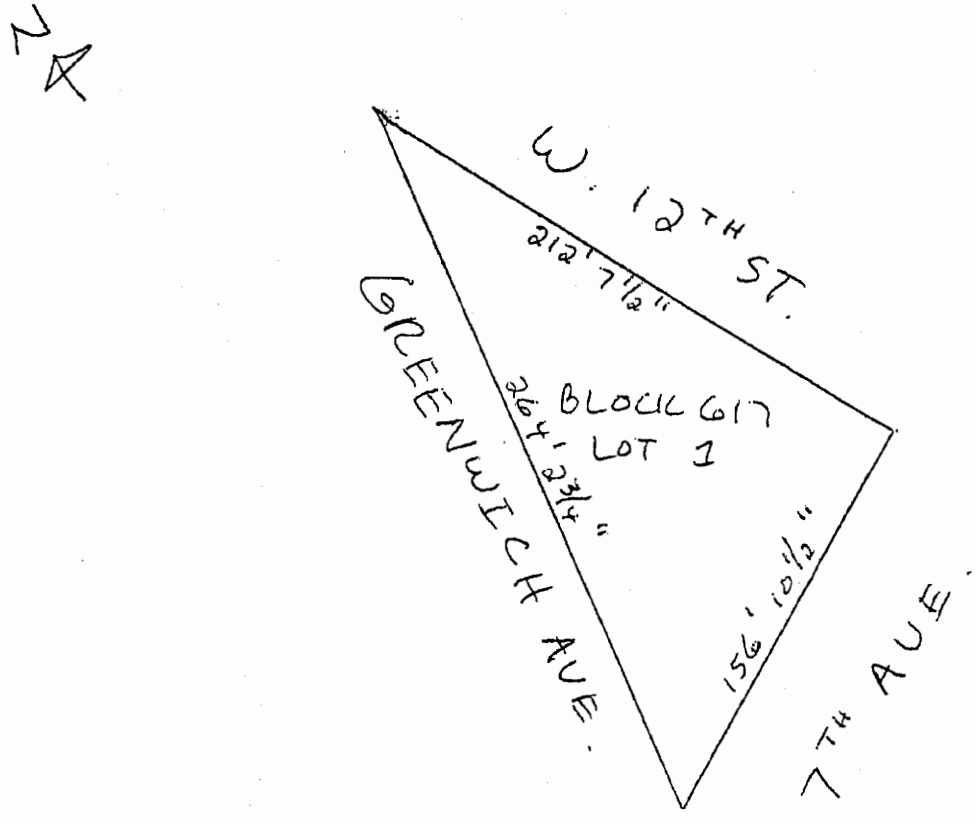
BEGINNING at the corner formed by the intersection of the southerly side of West 12th Street with the westerly side of Seventh Avenue;

RUNNING THENCE westerly along the southerly side of 12th Street, 212 feet 7 ½ inches to the corner formed by the intersection of the southerly side of 12th Street and the northeasterly side Greenwich Avenue;

THENCE southeasterly along the northeasterly side of Greenwich Avenue, 264 feet 2 ¾ inches to the corner formed by the intersection of the said northeasterly side of Greenwich Avenue and the westerly side of Seventh Avenue; and

THENCE northerly along the westerly side of Seventh Avenue, 156 feet 10 ½ inches to the point or place of BEGINNING.

**That the said premises are known as and by street address 2 – 18 Seventh Avenue a/k/a 74 – 86 Greenwich Avenue, New York, NY, Block No. 617, Lot Number 1 as shown on the following DIAGRAM:**



Certified as of the 29th day of December, 2011 to West Village Residences LLC, the applicant for this certification.

NOTE: A Zoning Lot may or may not coincide with a lot as shown on the Official Tax Map of The City of New York, or on any recorded subdivision plot or deed. A Zoning Lot may be subdivided into two or more zoning lots provided all the resulting zoning lots all the buildings thereon shall comply with the applicable provisions of the zoning lot resolution.

THIS CERTIFICATION IS MADE FOR AND ACCEPTED BY THE APPLICANT UPON THE EXPRESS UNDERSTANDING THAT LIABILITY HEREUNDER IS LIMITED TO FIVE HUNDRED DOLLARS ($500.00).

**COMMONWEALTH LAND TITLE INSURANCE COMPANY**

By: _____
Name: Neal Greenberg
Title: Counsel

State of New York )
SS
County of New York )

On this 6th day of January, 2012, before me the undersigned, a Notary Public in and for said State, personally appeared Neal Greenberg, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual(s) acted, executed this instrument.

_____
Notary Public

David R. Wilcomes
Notary Public-State of New York
Qualified in New York County
No. 02WI6000920
Commission expires ~~March 24,~~ June 18, 2014

**Exhibit __**

**WAIVER OF EXECUTION OF RESTRICTIVE DECLARATION AND SUBORDINATION OF MORTGAGE**

WAIVER OF EXECUTION OF RESTRICTIVE DECLARATION AND SUBORDINATION OF MORTGAGE, made this 26th day of March, 2012 by JPMorgan Chase Bank, N.A., as mortgagee under the Mortgage defined herein (in such capacity, the "Mortgagee"), having an office at 270 Park Avenue, 45th Floor, New York, NY 10017.

**W I T N E S S E T H:**

WHEREAS, the Mortgagee, as administrative agent for a syndicate of lenders, is the lawful holder of that certain mortgage, dated September 30, 2011 (the "Mortgage") made by West Village Residences LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware and having an office at c/o Rudin Management Co., Inc., 345 Park Avenue, 33rd Floor, New York, NY 10154 (the "Mortgagor"), in favor of the Mortgagee, in an aggregate principal amount of $130,000,000.00, recorded in the Office of the City Register of the City of New York, County of New York, on October 7, 2011, City Register File No. 2011000356261; and

WHEREAS, the Mortgage encumbers all of the property (the "Premises") known as Block 607, Lot 1 and Block 617, Lot 1 on the Tax Map of the City of New York, County of New York, and more particularly described in **Schedule A** attached hereto and made a part hereof, and any improvements thereon (such improvements and the Premises are collectively referred to herein as the "Subject Property"), which Subject Property is the subject of a restrictive declaration dated March 26, 2012, (the "Declaration"), made by Mortgagor; and

WHEREAS, Mortgagee represents that, as of the date hereof, the Mortgage represents its sole interest in the Subject Property; and

WHEREAS, the Declaration, which is intended to be recorded in the Office of said Register simultaneously with the recording hereof, shall subject the Subject Property and the sale, conveyance, transfer, assignment, lease, occupancy, mortgage and encumbrance thereof to certain restrictions, covenants, obligations, easements and agreements contained in the Declaration; and

WHEREAS, the Mortgagee agrees, at the request of the Mortgagor, to (i) waive its right to execute the Declaration and (ii) subordinate the Mortgage to the Declaration.

NOW, THEREFORE, the Mortgagee hereby (i) waives any rights it has to execute, and consents to the execution by the Mortgagor of, the Declaration and (ii) agrees that the Mortgage, any liens, operations and effects thereof, and any extensions, renewals, modifications and consolidations

of the Mortgage, shall in all respects be subject and subordinate to the terms and provisions of the Declaration.

This Waiver of Execution of Restrictive Declaration and Subordination of Mortgage shall be binding upon the Mortgagee and its heirs, legal representatives, successors and assigns.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Mortgagee has duly executed this Waiver of Execution of Restrictive Declaration and Subordination of Mortgage as of the date and year first above written.

MORTGAGEE:

JPMORGAN CHASE BANK, N.A.,
as Mortgagee

By: _____
Name: Stephen Hartigan
Title: Senior Credit Banker

## ACKNOWLEDGMENT

State of New York
County of New York

On the 22nd day of March in the year 2012 before me, the undersigned, a notary public in and for said state, personally appeared Stephen HARTIGAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

S. Jean Coleman

S. Jean Coleman
Notary Public, State of New York
Qualified in Suffolk County
No. 01CO5063964
My Commission Expires 08-05-2014

# SCHEDULE A

## PREMISES

**Triangle Site (Block 617 Lot 1)**:

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of West 12th Street with the westerly side of Seventh Avenue;

RUNNING THENCE westerly along the southerly side of 12th Street, 212 feet 7-1/2 inches to the corner formed by the intersection of the southerly side of 12th Street and the northeasterly side of Greenwich Avenue;

THENCE southeasterly along the northeasterly side of Greenwich Avenue, 264 feet 2-3/4 inches to the corner formed by the intersection of the said northeasterly side of Greenwich Avenue and the westerly side of Seventh Avenue; and

THENCE northerly along the westerly side of Seventh Avenue, 156 feet 10-1/2 inches to the point or place of BEGINNING.

**East Campus (Block 607 Lot 1)**:

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 the corner formed by the intersection of the easterly side of 7th Avenue with the northerly side of West 11th Street;

RUNNING THENCE easterly along the northerly side of West 11th Street, 425 feet;

THENCE northerly parallel with the easterly side of 7th Avenue and part of the way through a party wall, 103 feet 3 inches to the center line of the block;

THENCE easterly along the center line of the block, 50 feet;

THENCE northerly again parallel with the easterly side of 7th Avenue, 103 feet 3 inches to the southerly side of West 12th Street, at a point therein distant 475 feet easterly from the easterly side of 7th Avenue; and

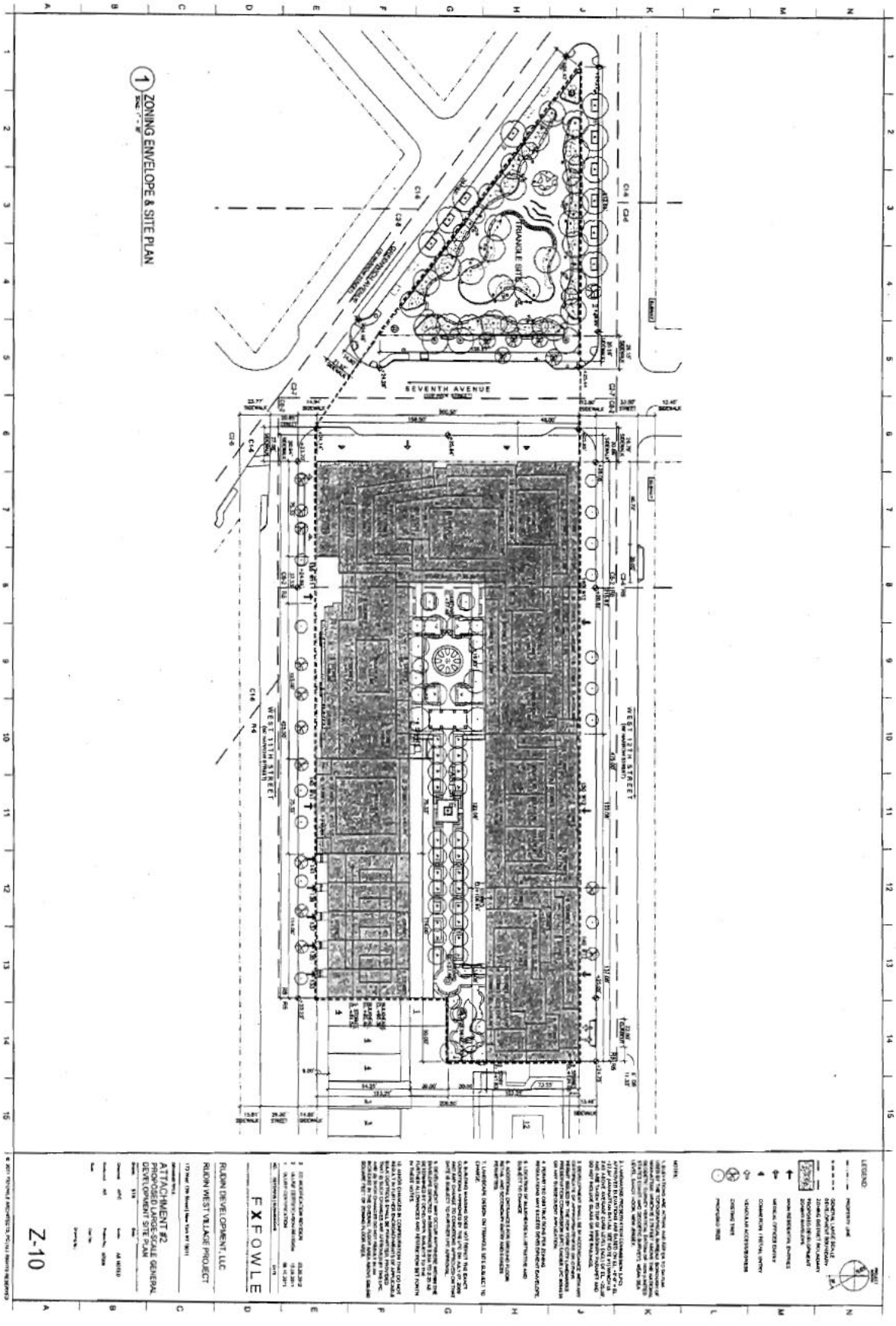
THENCE westerly along the southerly side of West 12$^{th}$ Street, 475 feet to the corner formed by the intersection of the said southerly side of West 12$^{th}$ Street with the easterly side of 7th Avenue;

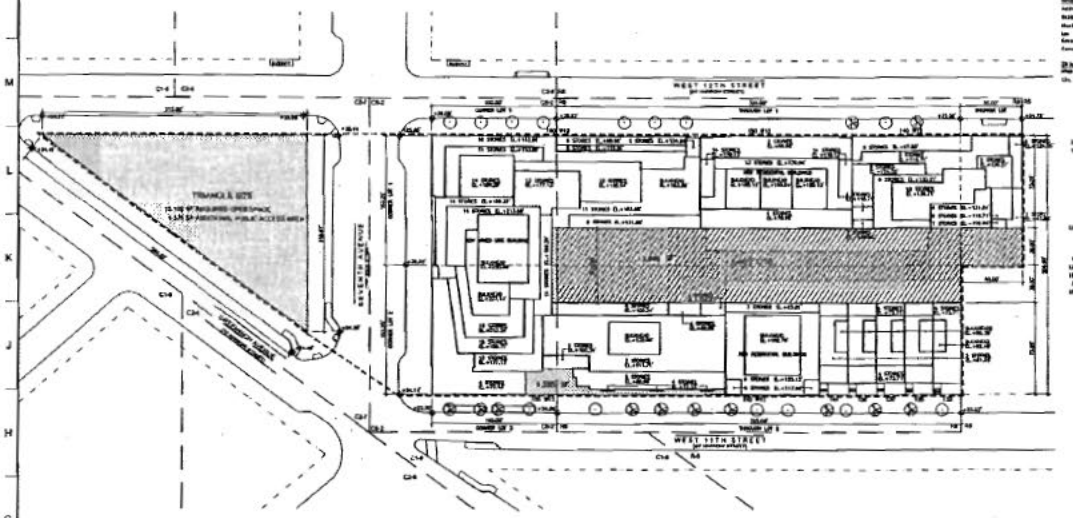
THENCE southerly along the said easterly side of 7th Avenue, 206 feet 6 inches to the first mentioned corner, the point or place of BEGINNING.

Together with all right, title and interest of, in and to any streets and roads abutting the above described premises, to the center line thereof.

Exhibit C

Large-Scale Development Project Plans


1 ZONING ENVELOPE & SITE PLAN
SEVENTH AVENUE
WEST 11TH STREET
WEST 12TH STREET
TRIANGLE SITE
FXFOWLE
RUDIN DEVELOPMENT, LLC
RUDIN WEST VILLAGE PROJECT
ATTACHMENT #2
PROPOSED LARGE-SCALE GENERAL DEVELOPMENT SITE PLAN
Z-10

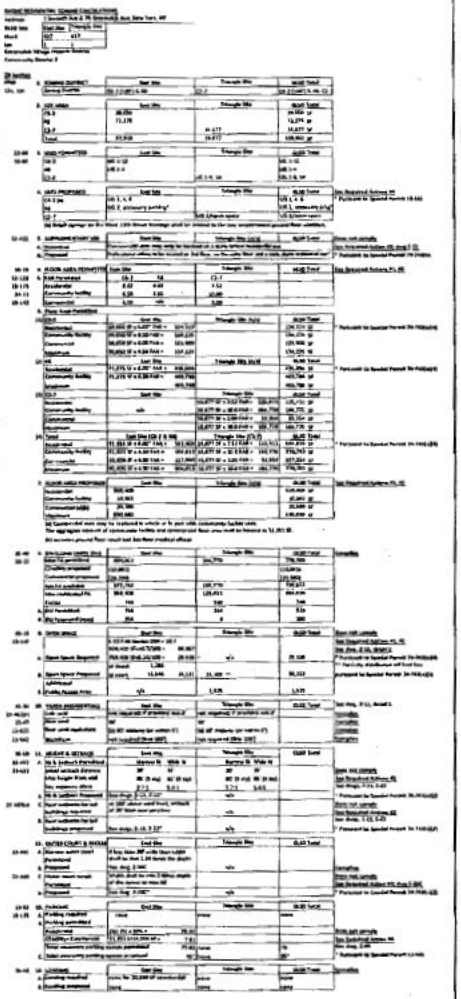



## 1 ZONING SITE PLAN & OPEN SPACE

| AVERAGE CURB LEVEL CALCULATIONS | | | Average Curb Level | Lot Coverage | | Weighted ACL |
|---|---|---|---|---|---|---|
| CORNER LOT 1 | (26.08 + 26.82)/2 + (25.85 + 25.64)/2 / 2 | = | 26.10 FT | 10,057 SF | 15% | 3.88 FT |
| CORNER LOT 2 | (23.70 + 24.69)/2 + (24.14 + 25.64)/2 / 2 | = | 24.54 FT | 9,672 SF | 14% | 3.51 FT |
| THROUGH LOT 1 | (26.82 + 25.09)/2 | = | 25.96 FT | 22,995 SF | 34% | 8.83 FT |
| THROUGH LOT 2 | (24.69 + 23.23)/2 | = | 23.96 FT | 21,325 SF | 32% | 7.56 FT |
| INTERIOR LOT | (25.09 + 24.75)/2 | = | 24.92 FT | 3,555 SF | 5% | 1.31 FT |
| | | | | 67,604 SF | 100% | 25.09 FT |

**LIST OF REQUIRED ACTIONS**

1. Zoning text amendment to 74-743(a)(4) to make ZR section 74-743 applicable in Community District 2 in Manahattan
2. GLSD Special Permit 74-743 to permit:
   - 74-743(a)(1) distribution of total required open space without regard for zoning lot lines or district boundaries
   - 74-743(a)(2) location of buildings without regard to applicable courts, front height and setback and rear yard setback regulations
   - 74-743(a)(4) (as amended) maximum floor area ratio without regard for height factor or open space ratio... (and) to allow a minimum of 50% of the required open space at the maximum FAR
3. GLSD Special Permit 74-744(b) to permit residential and non-residential uses to be arranged within the C6-2 portion of the GLSD without regard for location regulations of ZR 32-42.
4. Special Permit 13-561 to permit 95 space accessory parking garage in the residential development
5. Zoning map change from C1-6, C2-6, and R6 to C6-2 and R8



LEGEND:

- PROPERTY LINE
- GENERAL LARGE SCALE DEVELOPMENT BOUNDARY
- ZONING DISTRICT BOUNDARY
- REAR YARD, REAR YARD EQUIVALENT
- OPEN SPACE

NOTES:

1. ELEVATIONS ARE ACTUAL AND REFER TO DATUM USED BY THE TOPOGRAPHICAL BUREAU, BOROUGH OF MANHATTAN, WHICH IS 2.75 FEET ABOVE THE NATIONAL GEODETIC SURVEY VERTICAL DATUM OF 1929 (UNITED STATES COAST AND GEODETIC SURVEY), MEAN SEA LEVEL, SANDY HOOK, NEW JERSEY.
2. LANDMARKS PRESERVATION COMMISSION (LPC) APPROVED ELEVATIONS ARE BASED ON EL. +0'-0" = EL. +27.54' (MANHATTAN DATUM, SEE NOTE #1) WHICH IS 5.41' ABOVE AVERAGE CURB LEVEL (ACL) OF EL. +25.09', AND ARE TAKEN TO TOP OF MASONRY PARAPET AND DO NOT INCLUDE GLASS OR PIPE RAILINGS.
3. DEVELOPMENT SHALL BE IN ACCORDANCE WITH ANY CERTIFICATE OF APPROPRIATENESS OR OTHER PERMIT ISSUED BY THE NEW YORK CITY LANDMARKS PRESERVATION COMMISSION (LPC) UNDER LPC ARMS® OR ANY SUBSEQUENT APPLICATION.
4. PERMITTED OBSTRUCTIONS PER ZONING REGULATIONS MAY EXCEED DEVELOPMENT ENVELOPE.
5. LOCATION OF BULKHEADS ILLUSTRATIVE AND SUBJECT TO CHANGE.
6. MINIMUM OF TWO GROUND FLOOR RETAIL ESTABLISHMENTS.
7. BUILDING MASSING DOES NOT DEPICT THE EXACT CONDITIONS APPROVED BY THE LPC ON JULY 21, 2009 AND ANY CHANGE TO CONDITIONS APPROVED ON THAT DATE IS SUBJECT TO FURTHER LPC APPROVAL.
8. DEVELOPMENT MAY OCCUR ANYWHERE WITHIN THE ENVELOPE DEPICTED IN DRAWINGS Z-04 TO Z-07 AS DETERMINED BY DEVELOPER, SUBJECT TO THE FURTHER ALLOWANCES AND RESTRICTION SET FORTH IN THESE NOTES.
9. MINOR CHANGES IN CONFIGURATION THAT DO NOT RESULT IN FURTHER ENCROACHMENTS OF APPLICABLE BULK CONTROLS SHALL BE PERMITTED, PROVIDED THAT (i) SUCH CHANGES ARE APPROVED BY THE LPC, AND (ii) SUCH CHANGES DO NOT RESULT IN AN INCREASE IN THE OVERALL FLOOR AREA ABOVE 500,000 SQUARE FEET OF ZONING FLOOR AREA.

| | | |
|---|---|---|
| 3 | CU MODIFICATION REVISION | 09.26.2012 |
| 2 | ULURP CERTIFICATION REVISION | 12.23.2011 |
| 1 | ULURP CERTIFICATION | 06.10.2011 |
| NO. | REVISIONS / SUBMISSIONS | DATE |

FXFOWLE

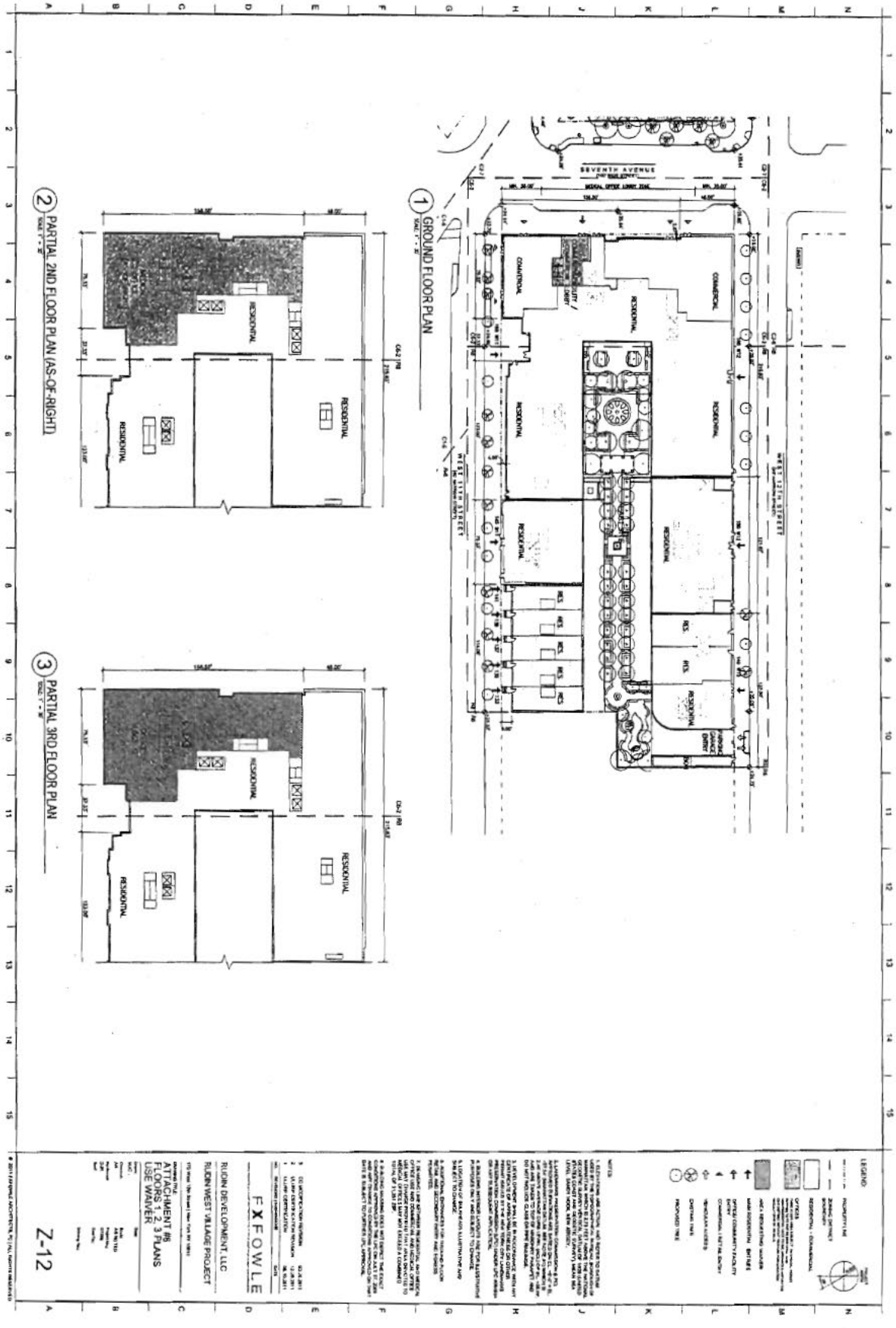
RUDIN DEVELOPMENT, LLC

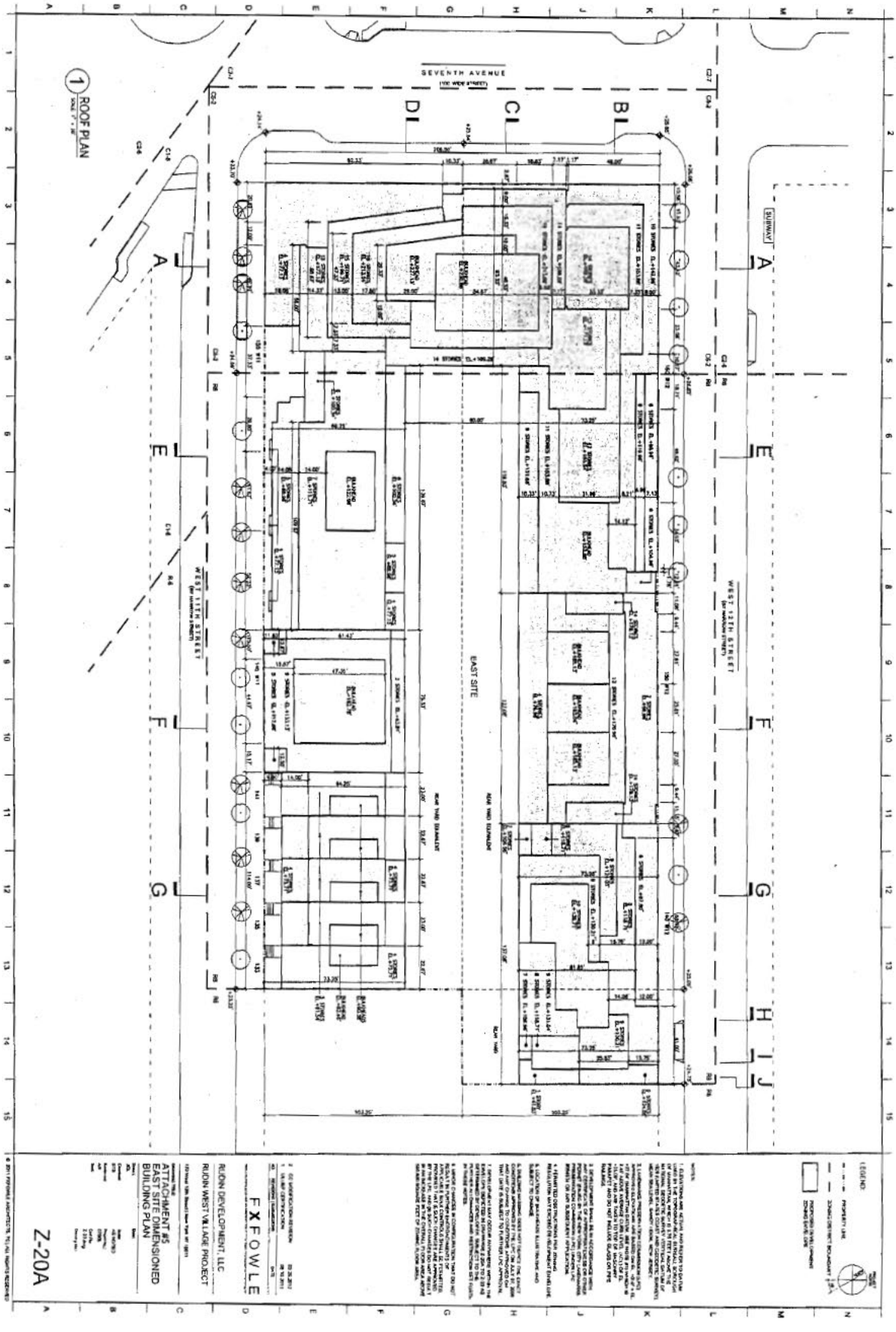
RUDIN WEST VILLAGE PROJECT

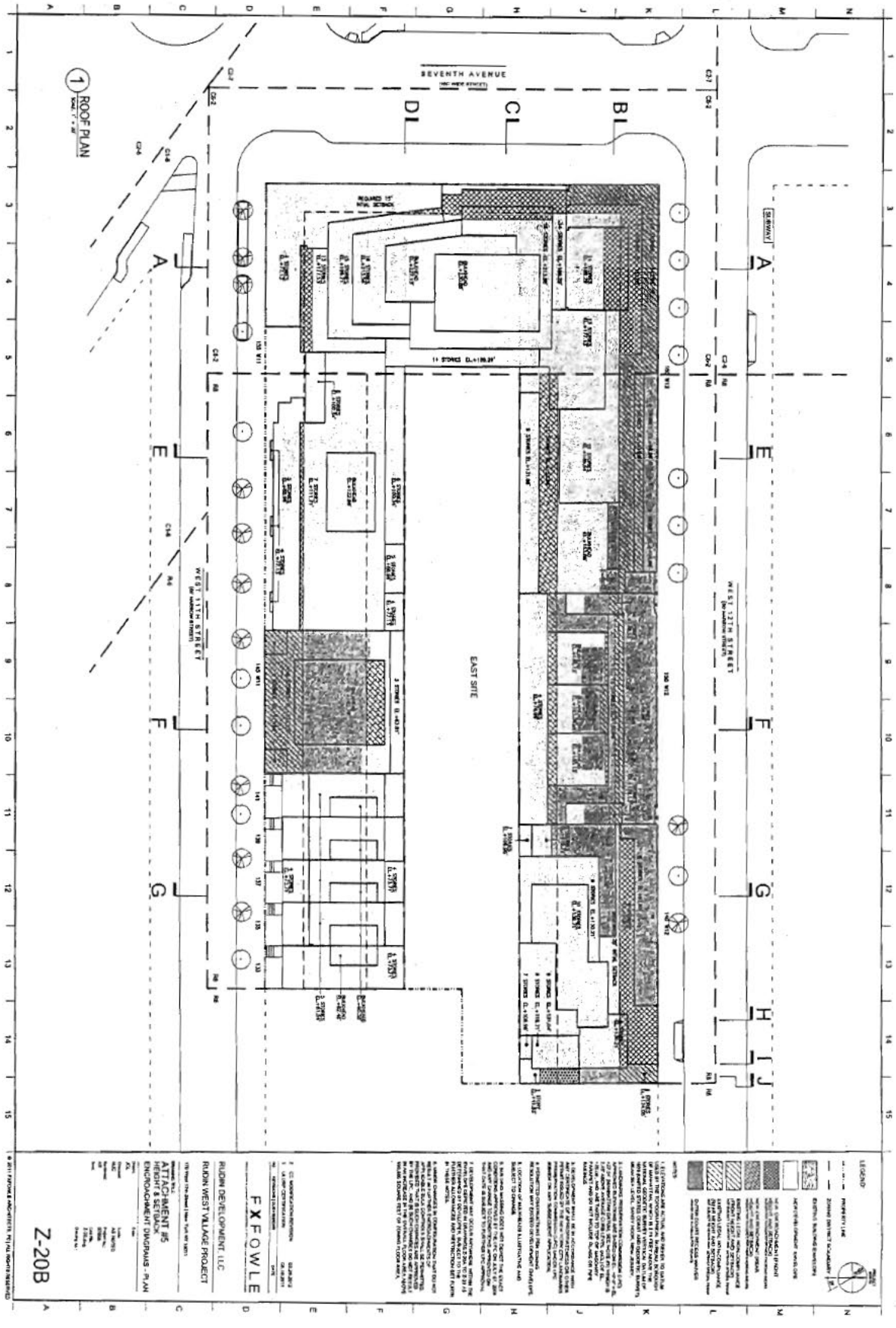
ATTACHMENT #2 & #4
ZONING CALCULATIONS

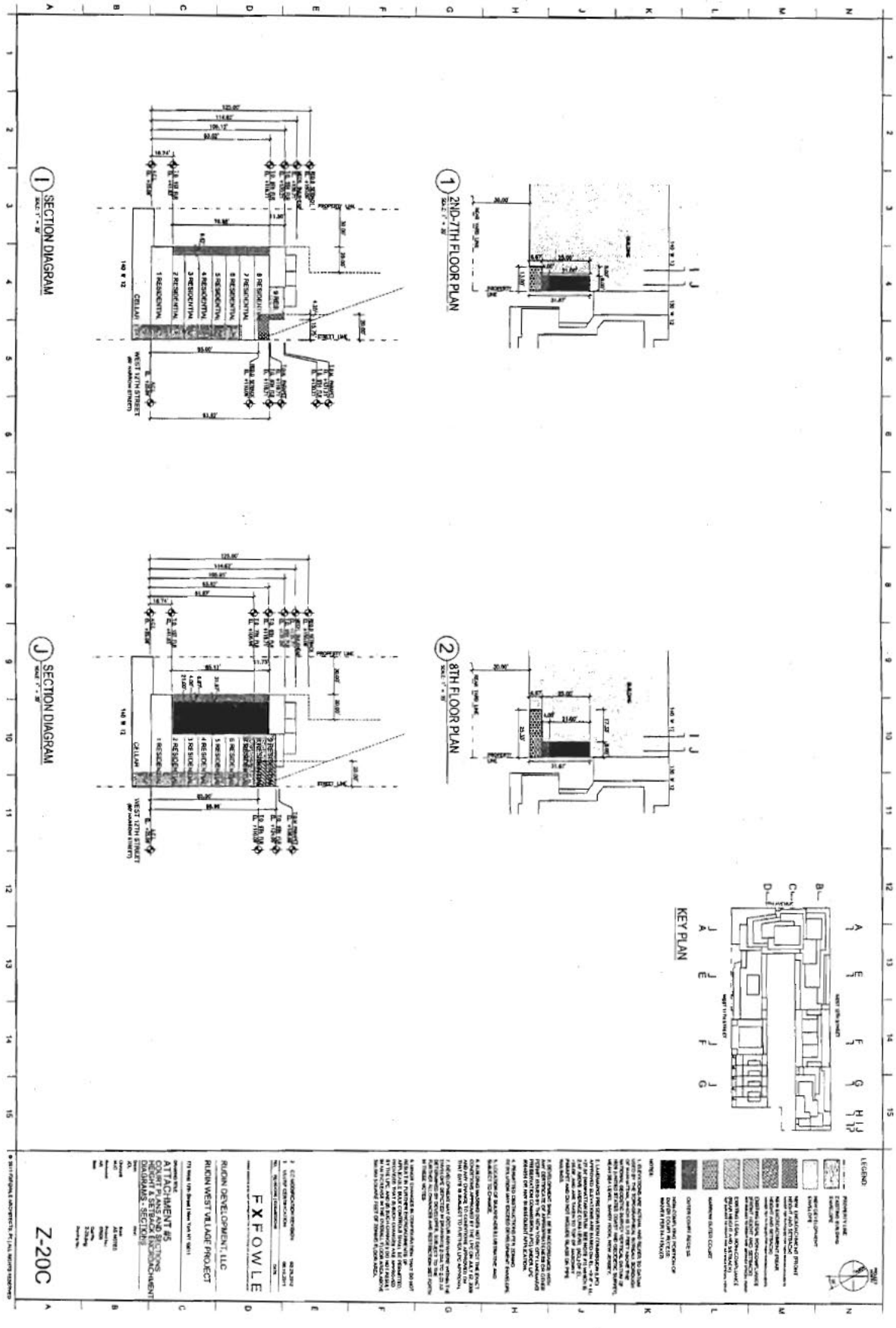
Z-11

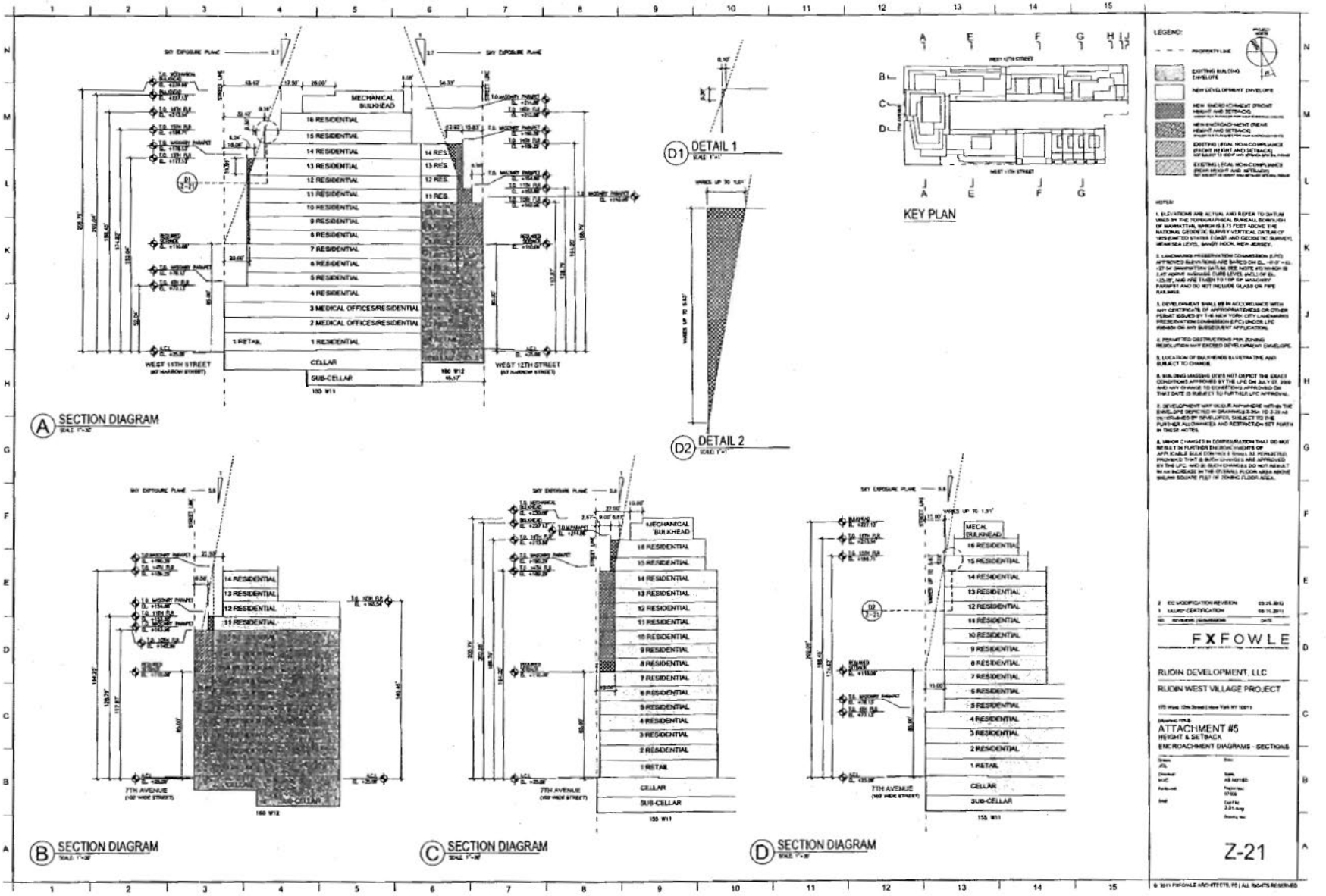
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1 GROUND FLOOR PLAN
2 PARTIAL 2ND FLOOR PLAN (AS-OF-RIGHT)
3 PARTIAL 3RD FLOOR PLAN
SEVENTH AVENUE
WEST 11TH STREET
COMMERCIAL
RESIDENTIAL
RES
LEGEND
NOTES
FXFOWLE
RUDIN DEVELOPMENT, LLC
RUDIN WEST VILLAGE PROJECT
ATTACHMENT #6
FLOORS 1, 2, 3 PLANS
USE WAIVER
Z-12


1 ROOF PLAN
SEVENTH AVENUE
WEST 13TH STREET
EAST SITE
SUBWAY
LEGEND
PROPERTY LINE
ZONING DISTRICT BOUNDARY
PROPOSED DEVELOPMENT SITE
ZONING OVERLAYS
FXFOWLE
RUDIN DEVELOPMENT, LLC
RUDIN WEST VILLAGE PROJECT
ATTACHMENT #5
EAST SITE DIMENSIONED BUILDING PLAN
Z-20A


1 ROOF PLAN
SEVENTH AVENUE
WEST 11TH STREET
EAST SITE
FXFOWLE
RIVIAN WEST VILLAGE PROJECT
RIVIAN DEVELOPMENT, LLC
ATTACHMENT #5
BUILDING ENVELOPE
ENCROACHMENT DIAGRAMS - PLAN
Z-20B


1 SECTION DIAGRAM
J SECTION DIAGRAM
1 2ND-7TH FLOOR PLAN
2 8TH FLOOR PLAN
KEY PLAN
LEGEND
NOTES
FXFOWLE
RUBIN DEVELOPMENT, LLC
RUBIN WEST VILLAGE PROJECT
ATTACHMENT #5
COURT PLANS AND SECTIONS
HEIGHT & SETBACK ENCROACHMENT DIAGRAMS - SECTIONS
Z-20C




NOTES:

1. ELEVATIONS ARE ACTUAL AND REFER TO DATUM USED BY THE TOPOGRAPHICAL BUREAU BOROUGH OF MANHATTAN, WHICH IS 5.71 FEET ABOVE THE NATIONAL GEODETIC SURVEY VERTICAL DATUM OF 1929 (UNITED STATES COAST AND GEODETIC SURVEY), NEAR SEA LEVEL, SANDY HOOK, NEW JERSEY.

2. LANDMARKS PRESERVATION COMMISSION (LPC) APPROVED ELEVATIONS ARE BASED ON EL. +0'-0" = EL. +27.54' MANHATTAN DATUM. SEE NOTE #1) WHICH IS 1.44' ABOVE AVERAGE CURB LEVEL (ACL) OF EL. +25.98', AND ARE TAKEN TO TOP OF MASONRY PARAPET AND DO NOT INCLUDE GLASS OR PIPE RAILINGS.

3. DEVELOPMENT SHALL BE IN ACCORDANCE WITH ANY CERTIFICATE OF APPROPRIATENESS OR OTHER PERMIT ISSUED BY THE NEW YORK CITY LANDMARKS PRESERVATION COMMISSION (LPC) UNDER LPC JURISDICTION OR ANY SUBSEQUENT APPLICATIONS.

4. PERMITTED OBSTRUCTIONS PER ZONING RESOLUTION MAY EXCEED DEVELOPMENT ENVELOPE.

5. LOCATION OF BULKHEADS ILLUSTRATIVE AND SUBJECT TO CHANGE.

6. BUILDING MASSING DOES NOT DEPICT THE EXACT CONDITIONS APPROVED BY THE LPC ON JULY 07 2009 AND MAY CHANGE TO SOMETHING APPROVING ON THAT DATE IS SUBJECT TO FURTHER LPC APPROVAL.

7. DEVELOPMENT MAY OCCUR ANYWHERE WITHIN THE ENVELOPE DEPICTED IN DRAWINGS Z-20A TO Z-20 AS UNDERLINED BY DEVELOPER, SUBJECT TO THE FURTHER ALLOWANCES AND RESTRICTION SET FORTH IN THESE NOTES.

8. MINOR CHANGES IN CONFIGURATION THAT DO NOT RESULT IN FURTHER ENCROACHMENTS OF APPLICABLE BULK CONTROLS SHALL BE PERMITTED, PROVIDED THAT ANY SUCH CHANGES ARE APPROVED BY THE LPC, AND SUCH CHANGES DO NOT RESULT IN AN INCREASE IN THE OVERALL FLOOR AREA ABOVE ENLARGE SQUARE FEET OF ZONING FLOOR AREA.

| | | |
|---|---|---|
| 2 | EC MODIFICATION REVISION | 09.25.2012 |
| 1 | LU/EP CERTIFICATION | 09.15.2011 |
| NO. | REVISIONS/SUBMISSIONS | DATE |

FXFOWLE

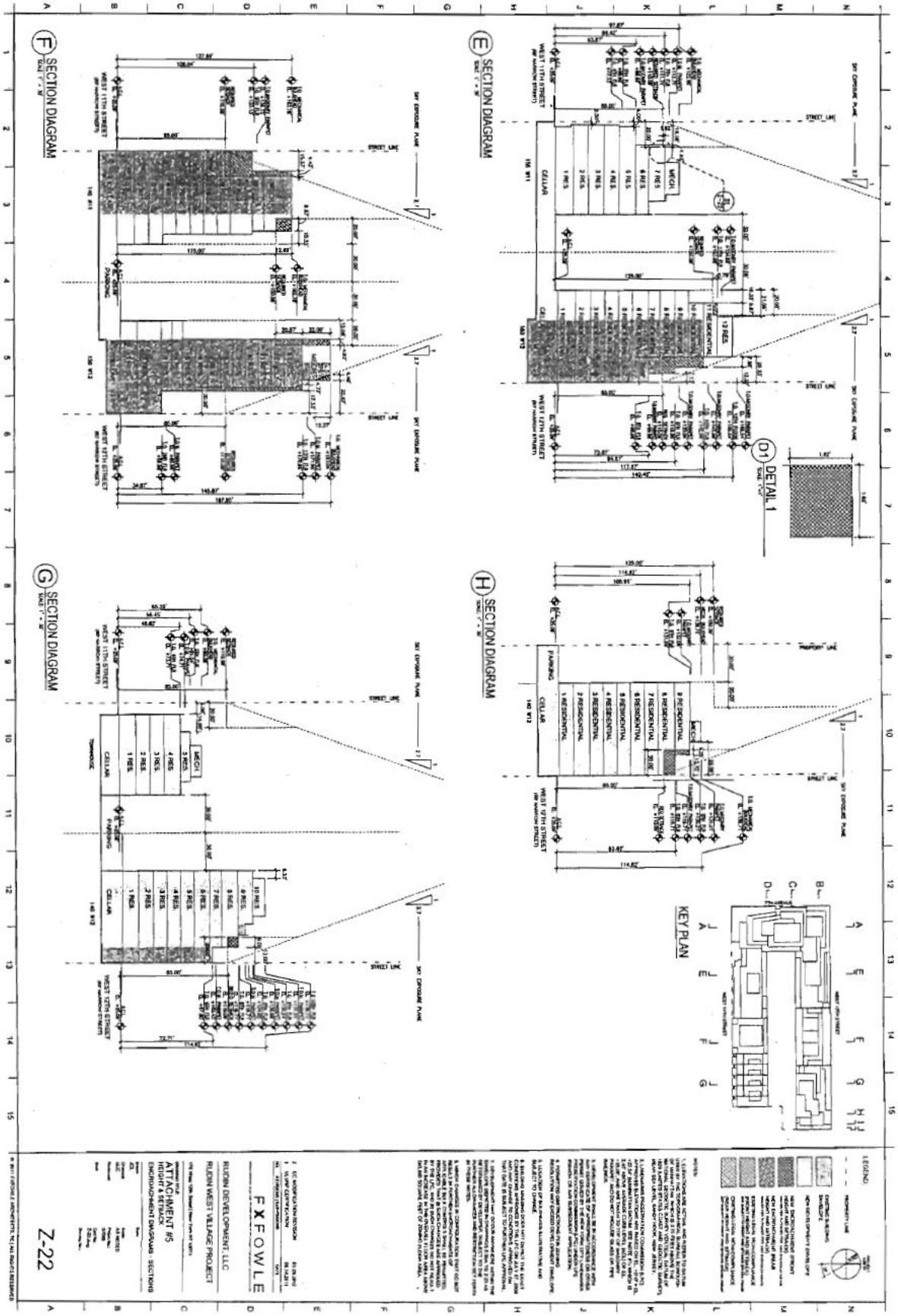
RUDIN DEVELOPMENT, LLC

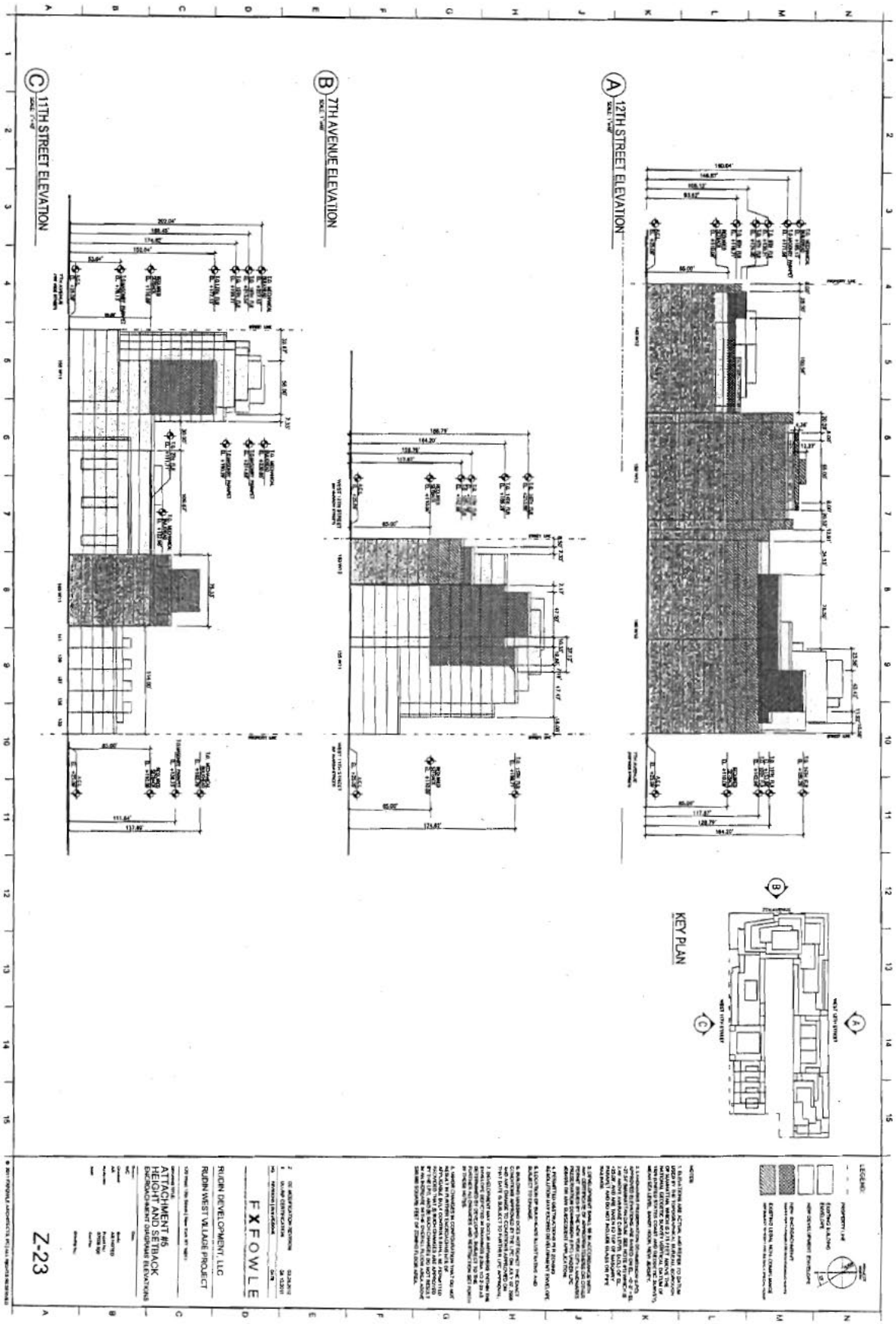
RUDIN WEST VILLAGE PROJECT

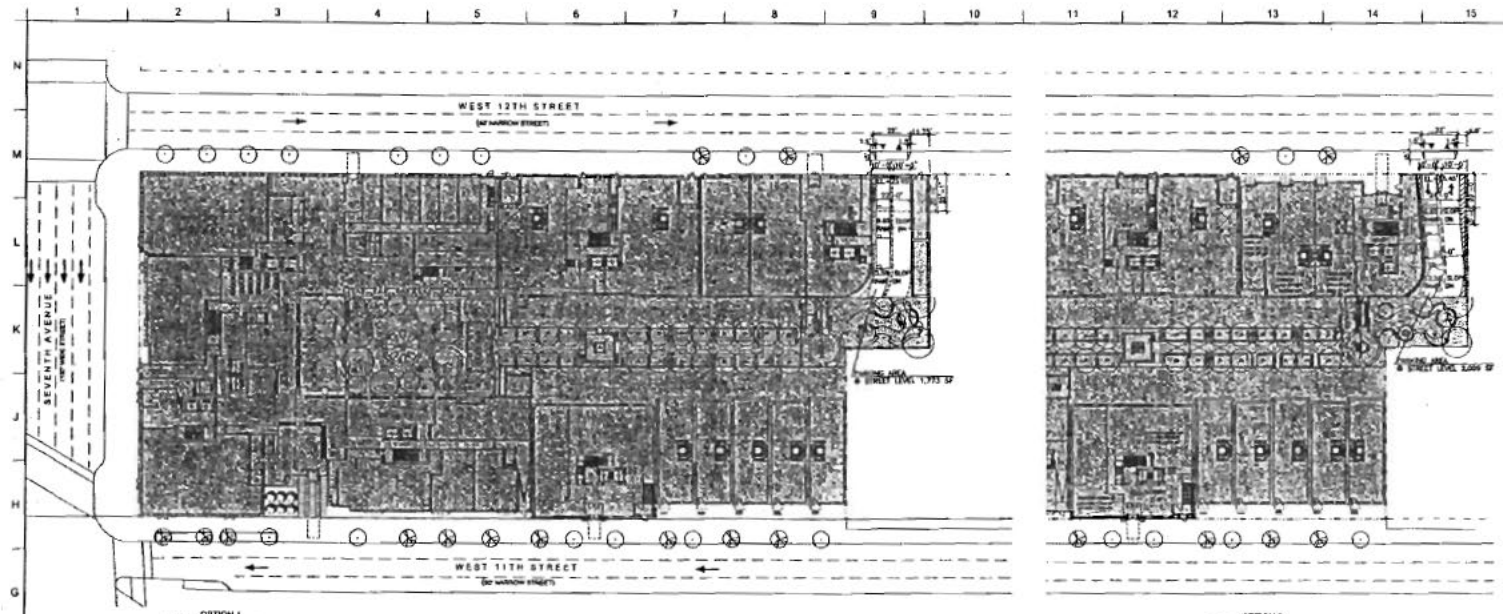
ATTACHMENT #5
HEIGHT & SETBACK
ENCROACHMENT DIAGRAMS - SECTIONS

Z-21

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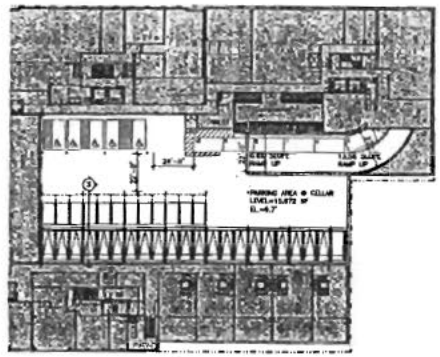

F SECTION DIAGRAM
E SECTION DIAGRAM
D1 DETAIL 1
G SECTION DIAGRAM
H SECTION DIAGRAM
KEY PLAN
LEGEND
FXFOWLE
RUDIN DEVELOPMENT, LLC
RUDIN WEST VILLAGE PROJECT
ATTACHMENT #5
HEIGHT & SETBACK
ENCROACHMENT DIAGRAMS - SECTIONS
Z-22


A 12TH STREET ELEVATION
B 7TH AVENUE ELEVATION
C 11TH STREET ELEVATION
KEY PLAN
LEGEND
NOTES
FXFOWLE
RUDIN DEVELOPMENT, LLC
RUDIN WEST VILLAGE PROJECT
ATTACHMENT #5
HEIGHT AND SETBACK
ENCROACHMENT DIAGRAMS/ ELEVATIONS
Z-23




1 OPTION 1 STREET LEVEL GARAGE PLAN
SCALE: 1"=30'

5 OPTION 2 STREET LEVEL GARAGE PLAN
SCALE: 1"=30'

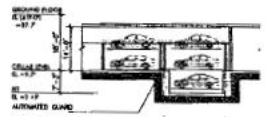



2 OPTION 1 CELLAR LEVEL GARAGE PLAN
SCALE: 1"=30'

OPTION 1
Garage Capacity Calculations

| | |
|---|---|
| STREET LEVEL GSF | 1,773 |
| CELLAR LEVEL GSF | 15,672 |
| NET GARAGE AREA GSF | 17,445 |
| NUMBER OF SPACES REQUESTED | 95 |
| NUMBER OF TRIPLE STACKERS PROVIDED | 22 |
| NUMBER OF DOUBLE STACKERS PROVIDED | 13 |
| RESERVOIR SPACES REQUIRED/PROVIDED | 10 |

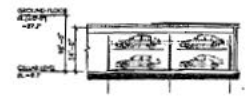
* FOR THE LIFT-SLIDING TRIPLE STACKER PARKING SYSTEM USED, ONE SPOT IN EACH ROW MUST REMAIN EMPTY TO ALLOW THE SEMI-AUTOMATED SYSTEM TO BRING ANY OTHER CAR TO DRIVE AISLE LEVEL



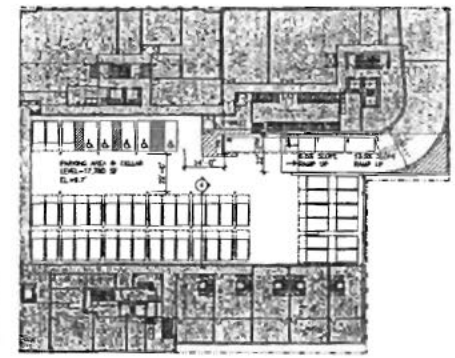

3 OPTION 1 SECTION
SCALE: 1"=10'

OPTION 2
Garage Capacity Calculations

| | |
|---|---|
| STREET LEVEL GSF | 2,806 |
| CELLAR LEVEL GSF | 17,780 |
| NET GARAGE AREA GSF | 19,786 |
| NUMBER OF SPACES REQUESTED | 95 |
| NUMBER OF DOUBLE STACKERS PROVIDED | 45 |
| RESERVOIR SPACES REQUIRED/PROVIDED | 10 |




4 OPTION 2 SECTION
SCALE: 1"=10'




6 OPTION 2 CELLAR LEVEL GARAGE PLAN
SCALE: 1"=30'

LEGEND:

DOUBLE PARKING SYSTEM

TRIPLE (OPTION 1) LIFT SLIDING PARKING SYSTEM

RESERVOIR SPACE

VEHICULAR ENTRANCE

VEHICULAR FLOW

DROP-CURB

BUILDING AREAS NOT INCLUDED IN GARAGE CALCULATIONS

STRIPED AREA

NOTES:

GARAGE PLANNING AND DESIGN STANDARDS AND GUIDELINES

GARAGE: SPECIAL PERMIT FOR ATTENDED ACCESSORY PARKING GARGE PURSUANT TO ZR 13-561, MAXIMUM OF 150 CARS ALLOWED.

CURB CUTS: CURB CUTS ON PUBLIC STREETS MUST BE AT A DISTANCE OF AT LEAST 30 FEET FROM ANY INTERSECTING STREET LINE. VARIANT CURB CUT LOCATIONS SHALL BE APPROVED BY NYC DEPARTMENT OF BUILDINGS, AS PER ZR 25-63.

RESERVOIR SPACES: ALL RESERVOIR SPACES SHALL BE LOCATED BETWEEN THE PARKING FACILITY ENTRANCE AND THE ATTENDANT STATION. EACH RESERVOIR SPACE SHALL BE A MINIMUM OF 8'-6"(W) 8'-0" AND SHALL BE PAINTED ON THE FLOOR OF THE FACILITY SO AS TO BE CLEARLY VISIBLE BY PATRONS ENTERING SAID AREA. THE ATTENDANT STATION SHALL BE LOCATED AT, OR ADJACENT TO THE INNERMOST RESERVOIR SPACE(S), AS PER ZR 13-561.

PEDESTRIAN CIRCULATION: CASHIER'S BOOTHS AND CAR PICK-UP AND PATRON WAITING AREAS SHALL BE LOCATED SO AS TO PROVIDE FLOW SECURITY AND SAFETY THROUGH TO AND AT THESE LOCATIONS.
- PEDESTRIAN ROUTES TO AND FROM GARAGE ACCESS POINTS SHALL BE PROVIDED AND BE CLEARLY POSTED. THESE ROUTES SHALL HAVE PARKING SPACES PLACED AT ALL POTENTIAL PEDESTRIAN-VEHICULAR CONFLICT POINTS.
- STOP SIGNS AND AURAL AND AUDIBLE WARNING DEVICES SHALL BE PLACED AT ALL VEHICULAR EXIT POINTS, AS NECESSARY.

ACCESSIBILITY FOR THE DISABLED: GARAGES SHALL CONFORM TO LOCAL LAW 58 OF 1987 AND TO THE AMERICANS WITH DISABILITIES ACT OF 1991.

ALL BUILDING LAYOUTS, EXCEPT FOR THE GARAGE AREAS, ARE FOR ILLUSTRATIVE PURPOSES ONLY AND SUBJECT TO CHANGE.

LOCATION OF BICYCLE PARKING IS SUBJECT TO CHANGE.

| | | |
|---|---|---|
| 3 | CC MODIFICATION REVISION | 03.08.2012 |
| 2 | ULURP CERTIFICATION REVISION | 02.29.2012 |
| 1 | ULURP CERTIFICATION | 09.19.2011 |
| No. | REVISIONS / SUBMISSIONS | DATE |

FXFOWLE

RUDIN DEVELOPMENT, LLC

RUDIN WEST VILLAGE PROJECT

175 West 12th Street | New York NY 10011

ATTACHMENT #6
PARKING GARAGE PLANS, SECTIONS & CALCULATIONS

Designed
LR

Drawn
AS NOTED

Checked
MF

Project No.
07004

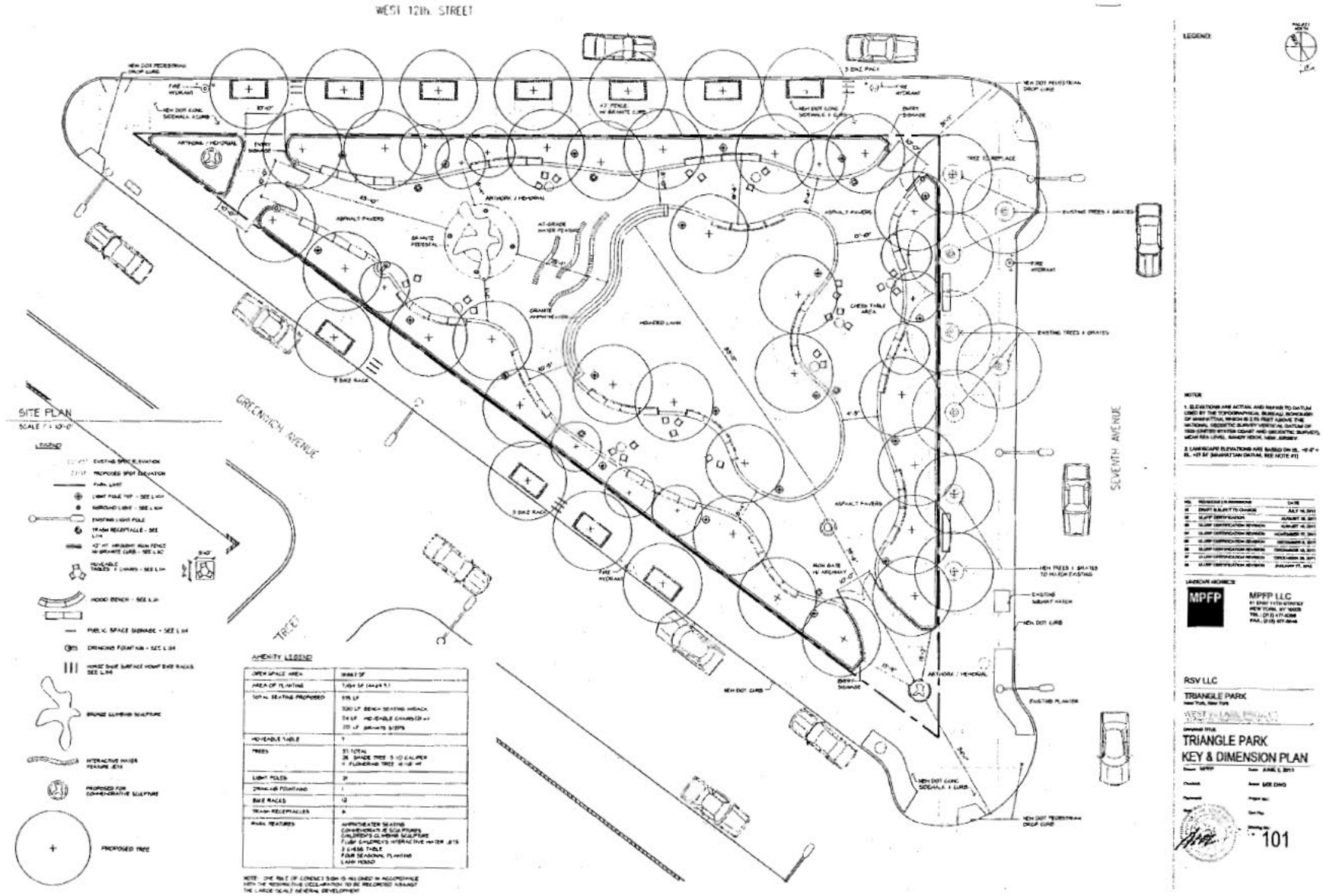
Reviewed
DJM

Date
Cad File

Drawing No.

Z-40

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LEGEND

NOTES

1. ELEVATIONS ARE ACTUAL AND REFER TO DATUM USED BY THE TOPOGRAPHICAL BUREAU, BOROUGH OF MANHATTAN, WHICH IS 2.75 FEET ABOVE THE NATIONAL GEODETIC SURVEY VERTICAL DATUM OF 1929 (UNITED STATES COAST AND GEODETIC SURVEY), MEAN SEA LEVEL, SANDY HOOK, NEW JERSEY.

2. LANDSCAPE ELEVATIONS ARE BASED ON EL. -0'-0" = EL. +17.54' (MANHATTAN DATUM, SEE NOTE #1)

LANDSCAPE ARCHITECT

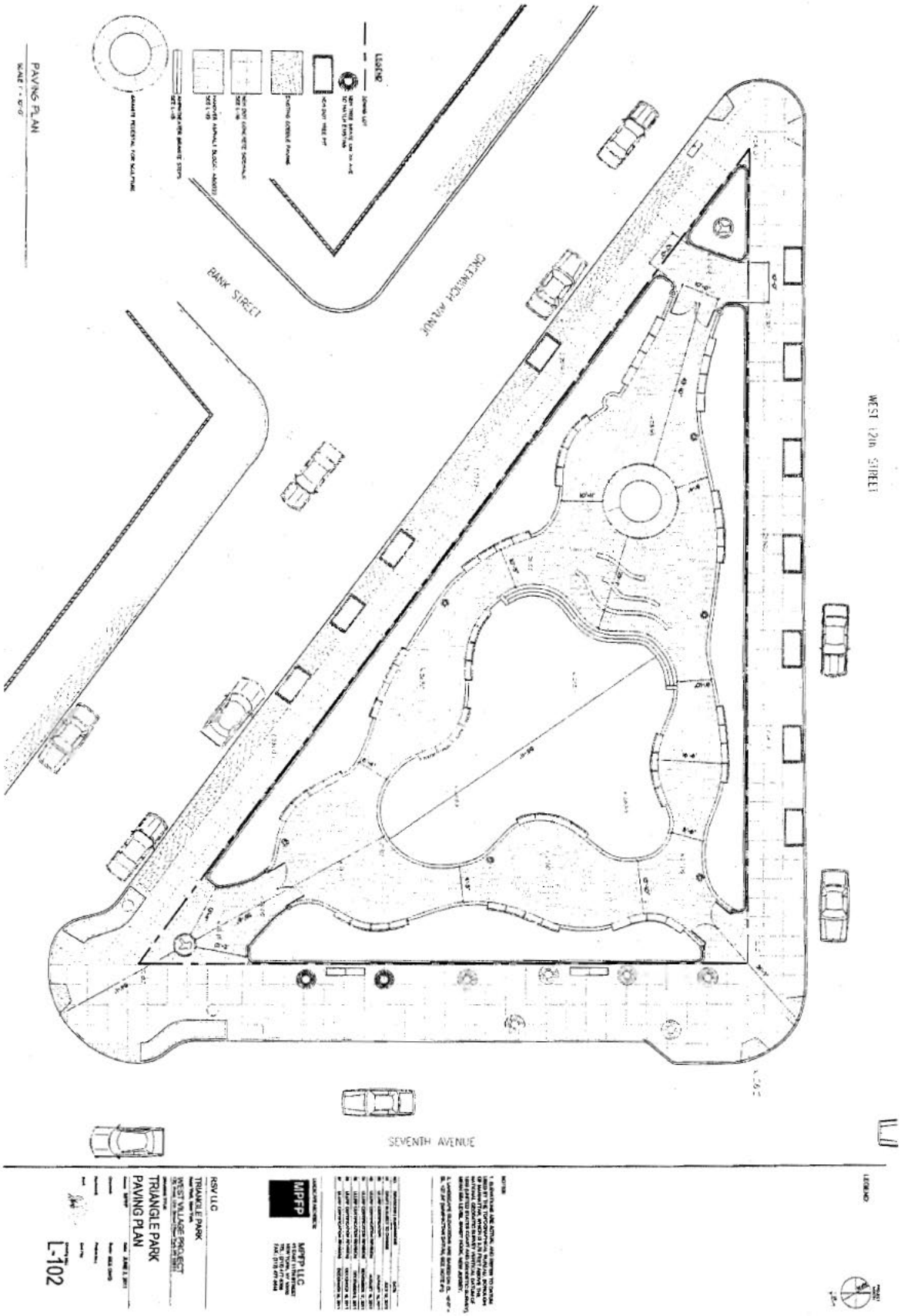
MPFP LLC

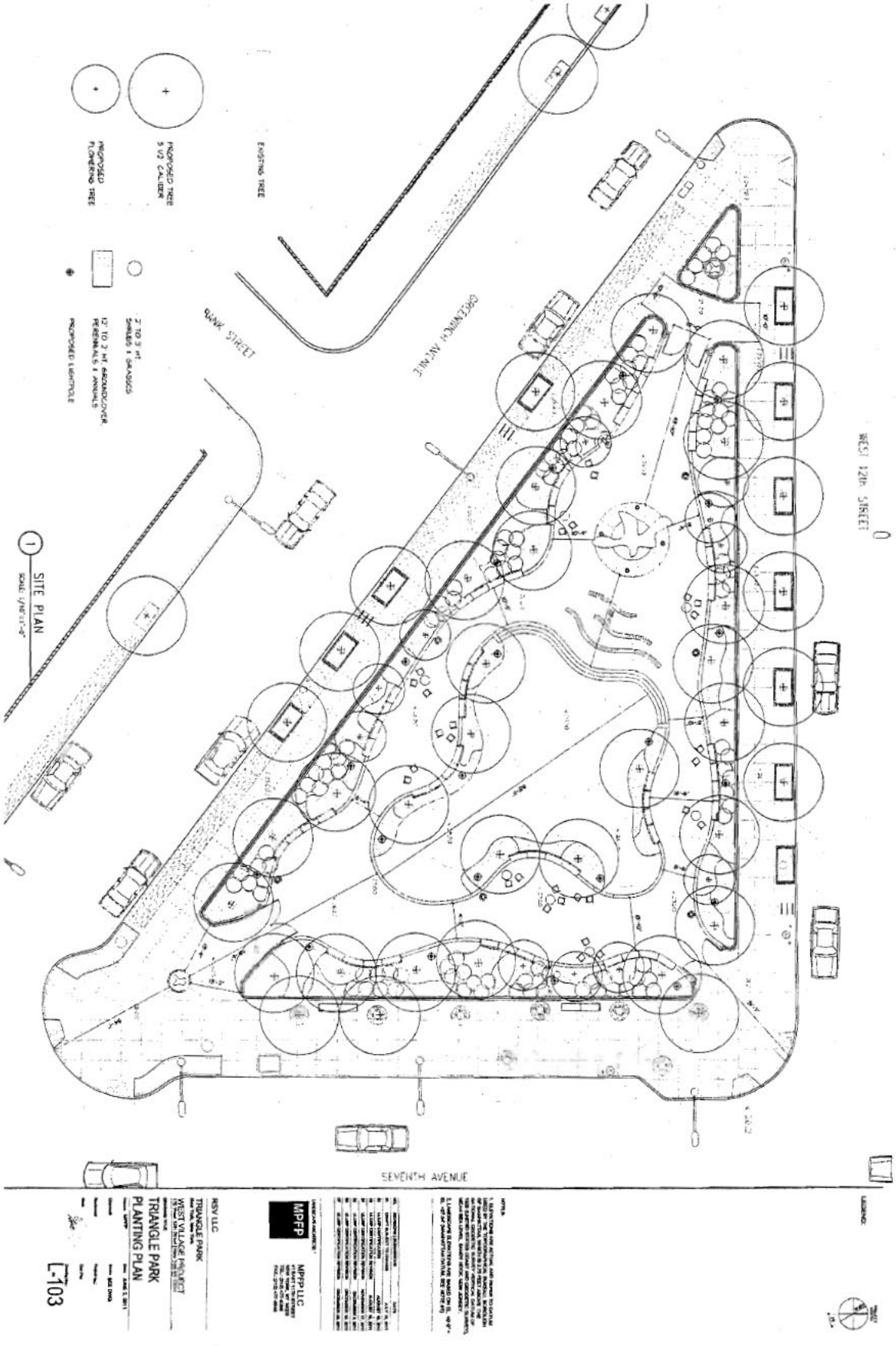
RSV LLC

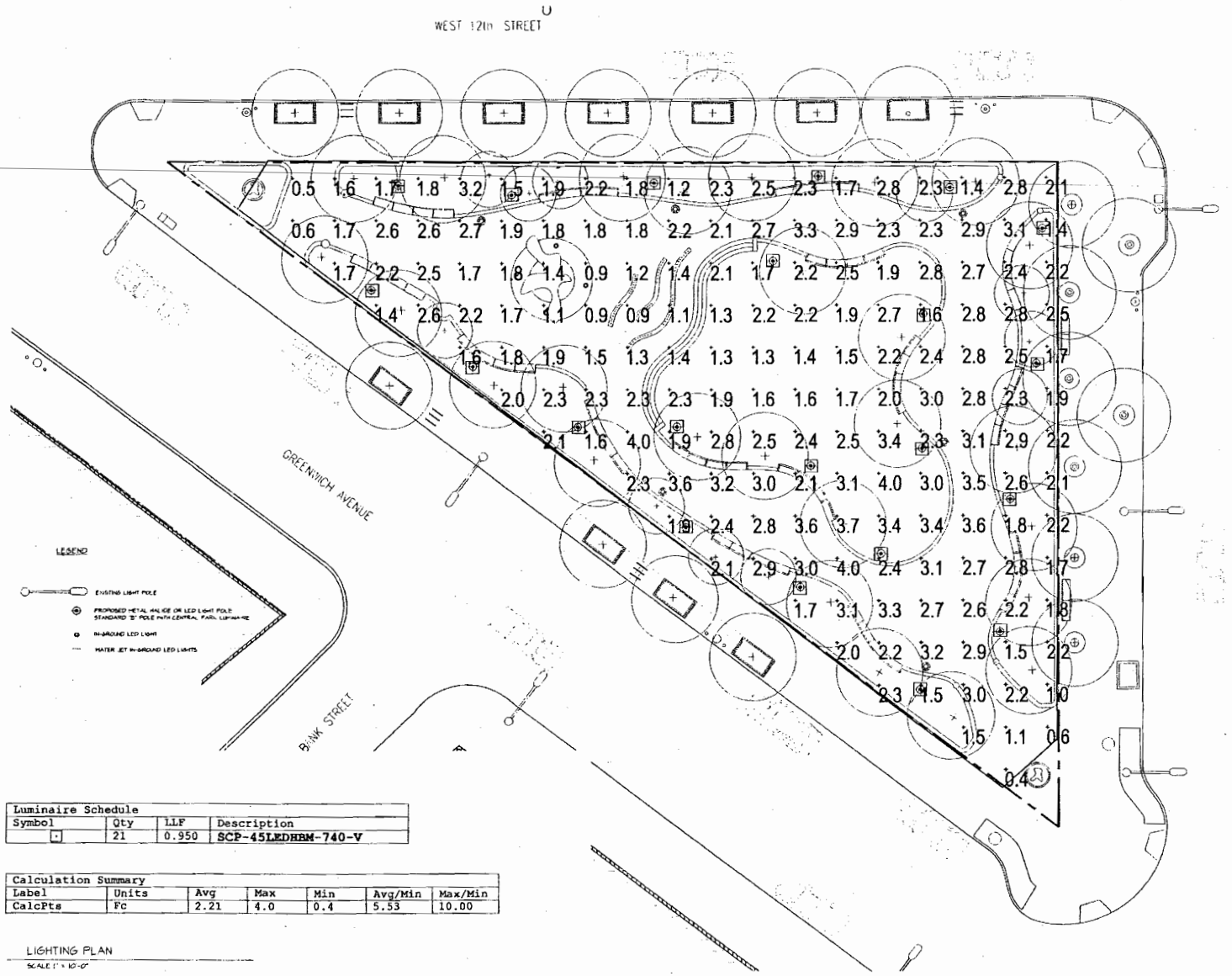
TRIANGLE PARK

TRIANGLE PARK
KEY & DIMENSION PLAN

101


PAVING PLAN
LEGEND
BANK STREET
HUDSON AVENUE
WEST 12th STREET
SEVENTH AVENUE
RSV LLC
TRIANGLE PARK
WEST VILLAGE PROJECT
TRIANGLE PARK
PAVING PLAN
L-102
MPFP LLC


SITE PLAN
SCALE: 1/16"=1'-0"
PROPOSED TREE
5 1/2 CALIPER
PROPOSED
FLOWERING TREE
EXISTING TREE
PROPOSED LIGHTPOLE
GREENWICH AVENUE
WEST 12TH STREET
SEVENTH AVENUE
LEGEND
MPFP
MPFP LLC
RSV LLC
TRIANGLE PARK
WEST VILLAGE PROJECT
TRIANGLE PARK
PLANTING PLAN
L-103




| Luminaire Schedule | | | |
|---|---|---|---|
| Symbol | Qty | LLF | Description |
| ⊡ | 21 | 0.950 | SCP-45LEDHBM-740-V |

| Calculation Summary | | | | | | |
|---|---|---|---|---|---|---|
| Label | Units | Avg | Max | Min | Avg/Min | Max/Min |
| CalcPts | Fc | 2.21 | 4.0 | 0.4 | 5.53 | 10.00 |

LIGHTING PLAN
SCALE 1" = 10'-0"

LEGEND:

NOTES:

1. ELEVATIONS ARE ACTUAL AND REFER TO DATUM USED BY THE TOPOGRAPHICAL BUREAU, BOROUGH OF MANHATTAN, WHICH IS 1.73 FEET ABOVE THE NATIONAL GEODETIC SURVEY VERTICAL DATUM OF 1929 (UNITED STATES COAST AND GEODETIC SURVEY), MEAN SEA LEVEL, SANDY HOOK, NEW JERSEY.
2. LANDSCAPE ELEVATIONS ARE BASED ON EL. +0'-0" = EL. +27.54' (MANHATTAN DATUM, SEE NOTE #1)

| NO. | REVISIONS / SUBMISSIONS | DATE |
|---|---|---|
| 01 | DRAFT SUBJECT TO CHANGE | JULY 15, 2011 |
| 02 | LL/URP CERTIFICATION | AUGUST 15, 2011 |
| 03 | LL/URP CERTIFICATION REVISION | AUGUST 19, 2011 |
| 04 | LL/URP CERTIFICATION REVISION | NOVEMBER 17, 2011 |
| 05 | LL/URP CERTIFICATION REVISION | DECEMBER 5, 2011 |
| 06 | LL/URP CERTIFICATION REVISION | DECEMBER 16, 2011 |
| 07 | LL/URP CERTIFICATION REVISION | DECEMBER 28, 2011 |

LANDSCAPE ARCHITECTS

MPFP
MPFP LLC
41 EAST 11TH STREET
NEW YORK, NY 10003
TEL.: (212) 477-0048
FAX.: (212) 477-0648

RSV LLC

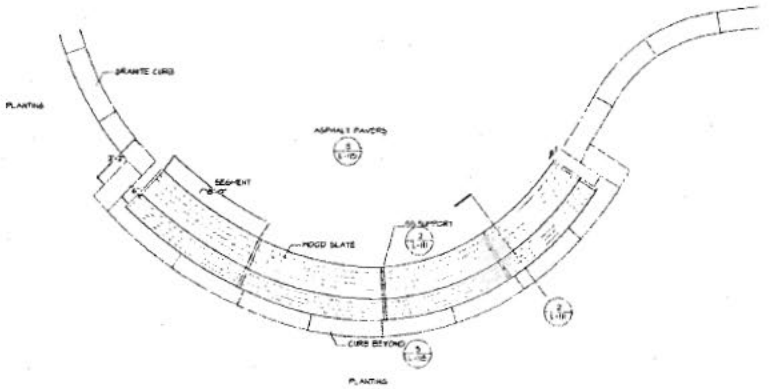
TRIANGLE PARK
New York, New York

WEST VILLAGE PROJECT
175 West 12th Street | New York NY 10011

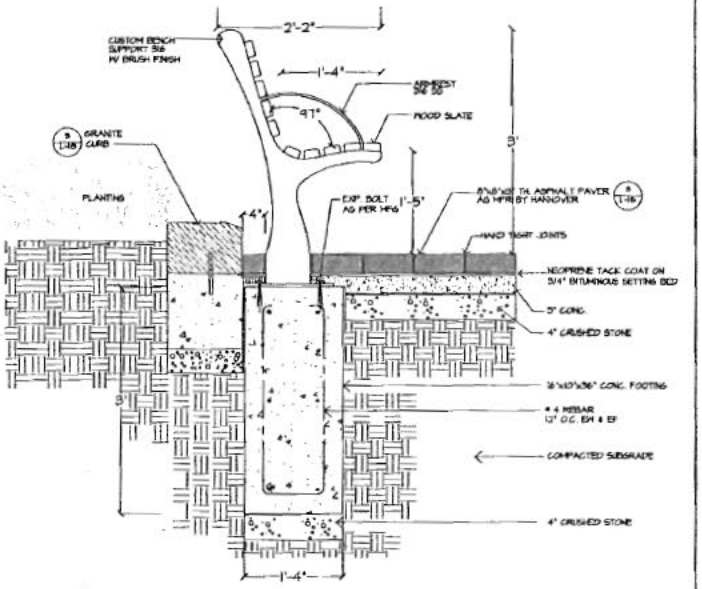
DRAWING TITLE:
TRIANGLE PARK
LIGHTING PLAN

Drawn: MPFP | Date: JUNE 2, 2011
Checked: | Date: SEE DWG
Reviewed: | Project No.:
Scale: | Dwg No.:

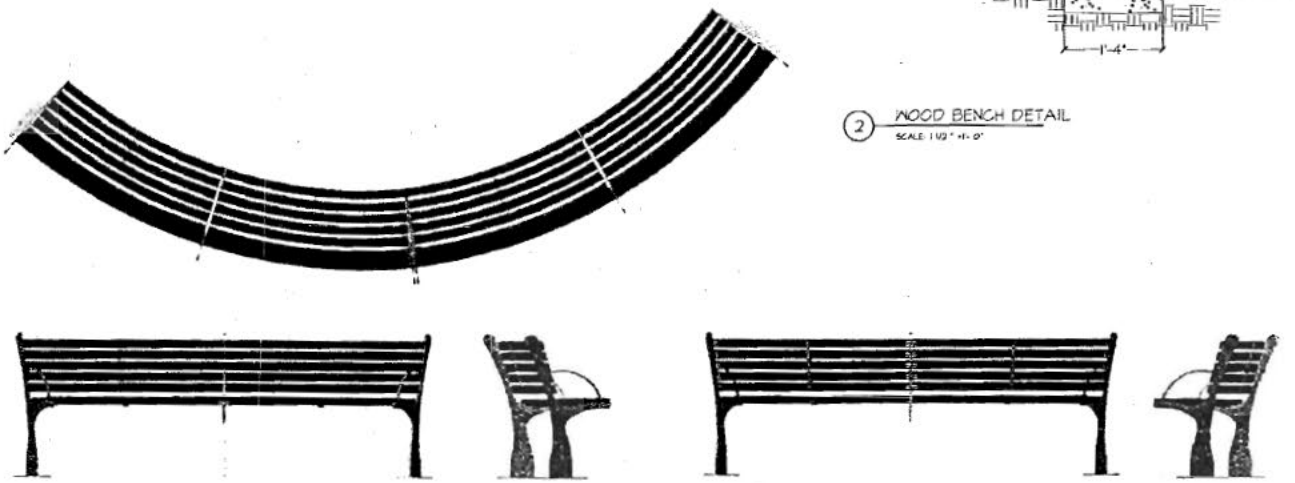
L-104




1 WOOD BENCH ENLARGEMENT PLAN
SCALE: 1/2 " =1'- 0"




2 WOOD BENCH DETAIL
SCALE: 1 1/2 " =1'- 0"



3 WOOD BENCH ELEVATION
SCALE: 1 1/2 " =1'- 0"

LEGEND:

NOTES:

1. ELEVATIONS ARE ACTUAL AND REFER TO DATUM USED BY THE TOPOGRAPHICAL BUREAU, BOROUGH OF MANHATTAN, WHICH IS 2.75 FEET ABOVE THE NATIONAL GEODETIC SURVEY VERTICAL DATUM OF 1929 (UNITED STATES COAST AND GEODETIC SURVEY), MEAN SEA LEVEL, SANDY HOOK, NEW JERSEY.

2. LANDSCAPE ELEVATIONS ARE BASED ON EL. 10'-0" = EL. +17.40' (MANHATTAN DATUM, SEE NOTE #1)

| NO. | REVISION / SUBMISSION | DATE |
|---|---|---|
| 01 | DRAFT SUBJECT TO CHANGE | JULY 18, 2011 |
| 02 | ULURP CERTIFICATION | AUGUST 15, 2011 |
| 03 | ULURP CERTIFICATION REVISION | AUGUST 30, 2011 |
| 04 | ULURP CERTIFICATION REVISION | NOVEMBER 17, 2011 |
| 05 | ULURP CERTIFICATION REVISION | DECEMBER 9, 2011 |
| 06 | ULURP CERTIFICATION REVISION | DECEMBER 14, 2011 |
| 07 | ULURP CERTIFICATION REVISION | DECEMBER 28, 2011 |

LANDSCAPE ARCHITECT:

MPFP

MPFP LLC
41 EAST 11TH STREET
NEW YORK, NY 10003
TEL.: (212) 477-6346
FAX: (212) 477-6348

RSV I.I.C

TRIANGLE PARK
New York, New York

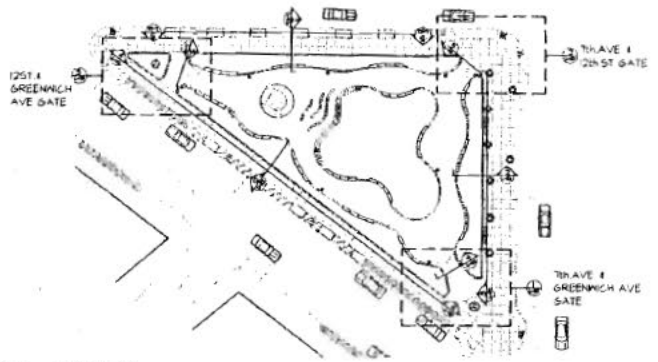
WEST VILLAGE PROJECT
125 West 12th Street | New York, NY 10011

TRIANGLE PARK
BENCH DETAILS

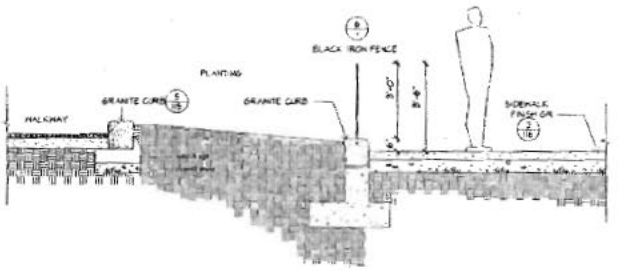
Sheet: MPFP
Date: JUNE 2, 2011
Checked:
Scale: 3/8" = 1'-0"
Approved:
Project No.:
Drawn:

L-111

1070



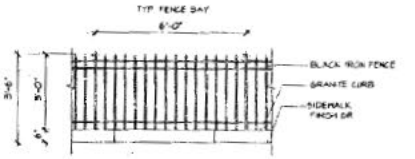

1 KEY PLAN




2 TYP. FENCE SECTION




3 ELEVATION ON 7TH AVE.




6 TYP. FENCE & CURB ELEVATION




4 ELEVATION ON GREENWICH AVE.




5 ELEVATION ON WEST 12TH STREET

LEGEND:

NOTES:

| NO. | REVISION / SUBMISSION | DATE |
|---|---|---|
| 31 | DRAFT SUBJECT TO CHANGE | JULY 18, 2011 |
| 32 | LP-UAP SUBMISSION | AUGUST 10, 2011 |
| 33 | LP-UAP SUBMISSION REVISION | AUGUST 16, 2011 |
| 34 | LP-UAP SUBMISSION REVISION | NOVEMBER 17, 2011 |
| 35 | LP-UAP SUBMISSION REVISION | DECEMBER 8, 2011 |
| 36 | LP-UAP SUBMISSION REVISION | DECEMBER 16, 2011 |
| 37 | LP-UAP SUBMISSION REVISION | DECEMBER 30, 2011 |

LANDSCAPE ARCHITECTS:

MPFP

MPFP LLC
41 EAST 11TH STREET
NEW YORK, NY 10003
TEL: (212) 477-6048
FAX: (212) 477-6049

RSV LLC

TRIANGLE PARK

WEST VILLAGE PROJECT

TRIANGLE PARK
FENCE DETAILS

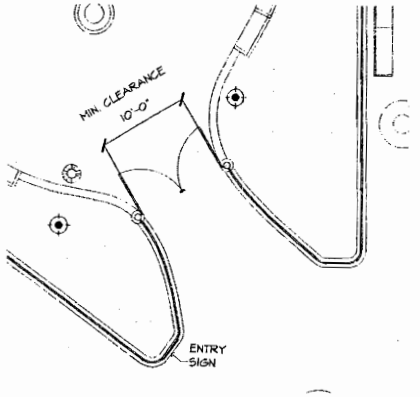
Drawn: MPFP Date: JUNE 6, 2011

Checked: Date:

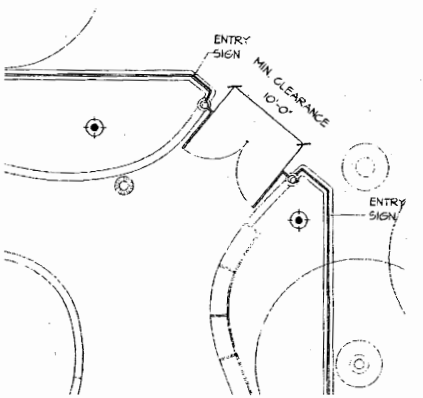
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Date: Date Plot:

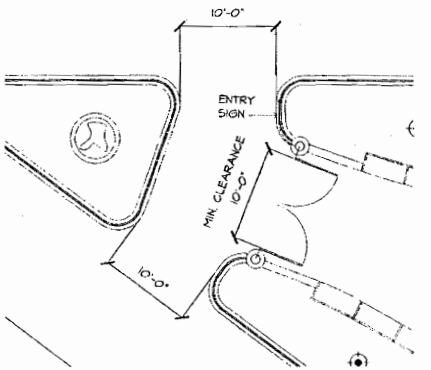
L-112



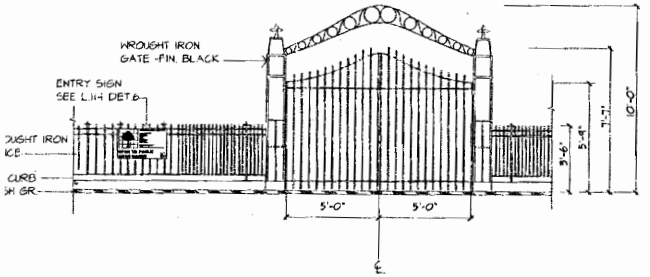

1 7TH AVE. AND GREENWICH AVE. ENTRY PLAN
SCALE: 3/16" +/- 0"



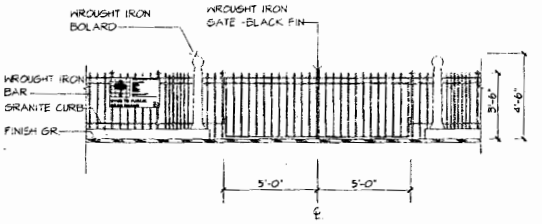

2 7TH AVE. AND WEST 12TH STREET ENTRY PLAN
SCALE: 3/16" +/- 0"



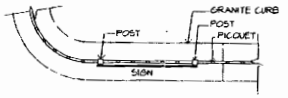

3 WEST 12TH STREET AND GREENWICH AVE. ENTRY PLAN
SCALE: 3/16" +/- 0"



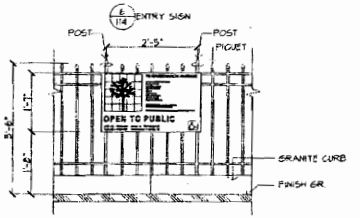

4 7TH AVE. AND GREENWICH AVE ENTRY ELEVATION
SCALE: 3/8" +/- 0"




5 7TH AVE AND WEST 12TH ST & WEST 12TH ST, AND GREENWICH AVE ENTRY ELEVATIONS
SCALE: 3/8" +/- 0"




6 TYP. FENCE PLAN AT SIGN
SCALE: 3/4" +/- 0"




7 TYP. FENCE ELEVATION AT SIGN
SCALE: 3/4" +/- 0"

LEGEND:

NOTES:

1. ELEVATIONS ARE ACTUAL AND REFER TO DATUM USED BY THE TOPOGRAPHICAL BUREAU, BOROUGH OF MANHATTAN, WHICH IS 3.75 FEET ABOVE THE NATIONAL GEODETIC SURVEY VERTICAL DATUM OF 1929 (UNITED STATES COAST AND GEODETIC SURVEY), MEAN SEA LEVEL, SANDY HOOK, NEW JERSEY.

2. LANDSCAPE ELEVATIONS ARE BASED ON EL. +0'-0" = EL. +27.54' (MANHATTAN DATUM, SEE NOTE #1)

| NO. | REVISIONS / SUBMISSIONS | DATE |
|---|---|---|
| 01 | DRAFT SUBJECT TO CHANGE | JULY 18, 2011 |
| 02 | ULURP CERTIFICATION | AUGUST 16, 2011 |
| 03 | ULURP CERTIFICATION REVISION | AUGUST 19, 2011 |
| 04 | ULURP CERTIFICATION REVISION | NOVEMBER 17, 2011 |
| 05 | ULURP CERTIFICATION REVISION | DECEMBER 6, 2011 |
| 06 | ULURP CERTIFICATION REVISION | DECEMBER 19, 2011 |
| 07 | ULURP CERTIFICATION REVISION | DECEMBER 30, 2011 |
| 08 | ULURP CERTIFICATION REVISION | JANUARY 17, 2012 |

LANDSCAPE ARCHITECTS:

MPFP

MPFP LLC
41 EAST 11TH STREET
NEW YORK, NY 10003
TEL.: (212) 477-4099
FAX: (212) 477-8948

RSV LLC

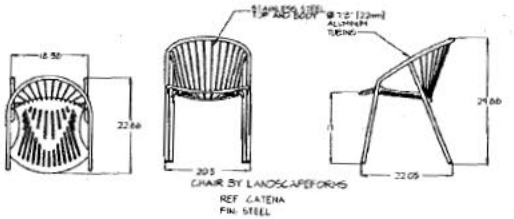
TRIANGLE PARK
New York, New York

WEST VILLAGE HOUSING DEVELOPMENT

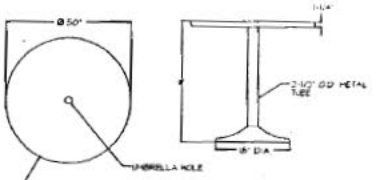
TRIANGLE PARK
GATE DETAILS

Drawn: MPFP | Date: JUNE 2, 2011
Checked: | Work: BASE DWG
Submitted: | Project No.:
Scale: | Cad File:

Drawing No.: 113

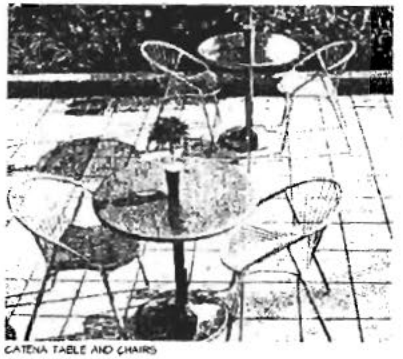



1 MOVABLE CHAIR
SCALE: 1"=1'-0"



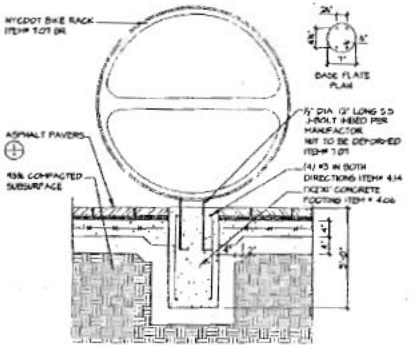

REF. 50" ROUND CATENA TABLE
FREE STANDING W/ UMBRELLA HOLE
FIN: STEEL

2 MOVABLE TABLE
SCALE: 1"=1'-0"

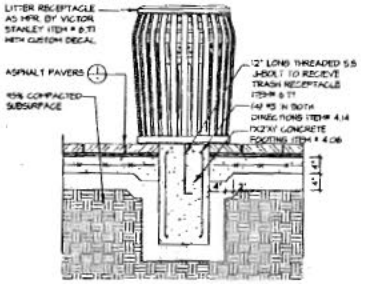


CATENA TABLE AND CHAIRS

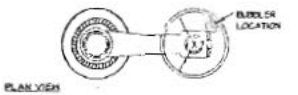
NOTE :
Landscape Forms, Inc.
451 Lawndale Ave.
Kalamazoo, MI 49048
269.381.3455 fax
800.521.2546 phone
E-mail: specify@landscapeforms.com
www.landscapeforms.com

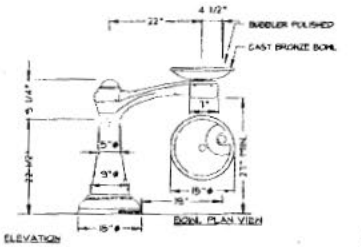


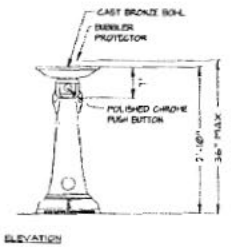

3 NYC DOT STANDARD BIKE RACK
SCALE: 1"=1'-0"




4 TRASH RECEPTACLE
SCALE: 1"=1'-0"




5 CAST IRON DRINKING FOUNTAIN
SCALE: 1"=1'-0"
NOTE :
AS MFG BY CANTERBURY




6 INFO PLAQUE COMBINED WITH ENTRY PLAQUE
SCALE: 3"=1'-0"

LEGEND:

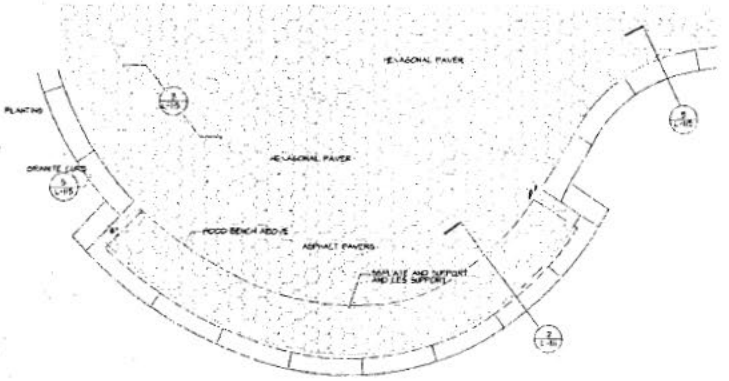
NOTES:

MPFP LLC

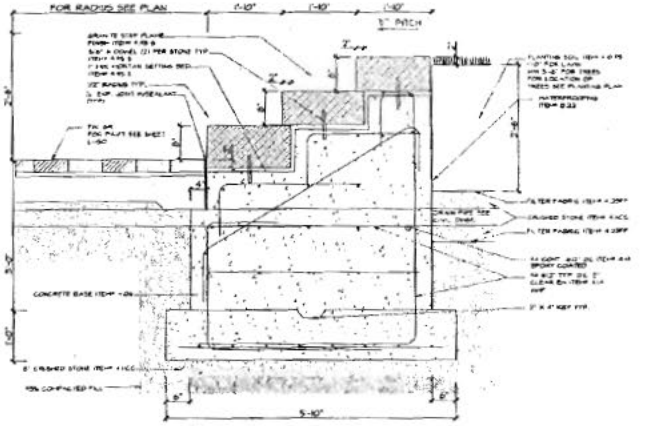
RSV LLC

TRIANGLE PARK

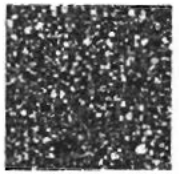
TRIANGLE PARK FURNITURE DETAILS




1 ASPHALT PAVERS PATTERN ENLARGEMENT
SCALE: 1" =1'-0"

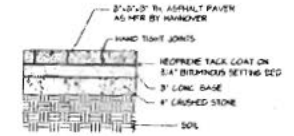



6 GRANITE STEP DETAIL
SCALE: 1"=1'-0"

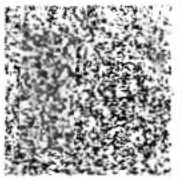


6"x6"x3"
HEXAGONALE ASPHALT PAVER
REF.: HA60022
BASALT TUDOR FINISH
MFG: HANOVER ARCHITECTURAL PRODUCTS
5000 HANOVER ROAD
HANOVER, PA 17331
P: 717.637.0500
F: 717.637.3405
WWW.HANOVERPAVERS.COM

2 APSHALT PAVER
SCALE: NTS

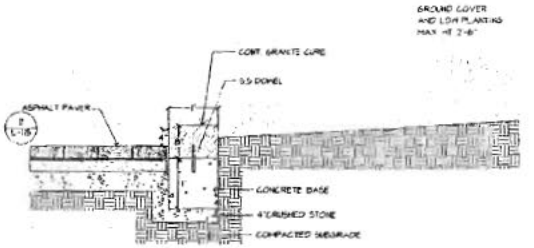



3 ASPHALT PAVERS DETAIL
SCALE: 1" =1'-0"



ACADEMY GRANITE
Finish: THERMAL
MFG.
A.I. ACADIA ET FILS
450 RUE PRINCIPALE
ST-SEBASTIEN
QC, CANADA, GOY 1K0
T. 819-652-2098

4 GRANITE CURB
SCALE: NTS




5 TYPICAL GRANITE CURB
SCALE: 1" =1'-0"

LEGEND

NOTES:
1. ELEVATIONS ARE ACTUAL AND REFER TO DATUM USED BY THE TOPOGRAPHICAL SURVEY, BOROUGH OF MANHATTAN, WHICH IS 2.75 FEET ABOVE THE NATIONAL GEODETIC SURVEY VERTICAL DATUM OF 1929 (LIGHTHOUSE HOOK COAST AND GEODETIC SURVEY'S MEAN SEA LEVEL, SANDY HOOK, NEW JERSEY).
2. LANDSCAPE ELEVATIONS ARE SHOWN ON EL. +9'-0" = EL. +11.64' (MANHATTAN DATUM, SEE NOTE #1)

| NO. | REVISIONS / SUBMISSIONS | DATE |
|---|---|---|
| - | DRAFT SUBJECT TO CHANGE | JULY 15, 2011 |
| 01 | ULURP CERTIFICATION | AUGUST 15, 2011 |
| 02 | ULURP CERTIFICATION REVISION | AUGUST 19, 2011 |
| 04 | ULURP CERTIFICATION REVISION | NOVEMBER 17, 2011 |
| 05 | ULURP CERTIFICATION REVISION | DECEMBER 5, 2011 |
| 06 | ULURP CERTIFICATION REVISION | NOVEMBER 16, 2012 |
| 07 | ULURP CERTIFICATION REVISION | DECEMBER 28, 2012 |

LANDSCAPE ARCHITECT:
MPFP
MPFP LLC
41 EAST 11TH STREET
NEW YORK, NY 10003
TEL: (212) 777-0099
FAX: (212) 477-8946

RSV LLC

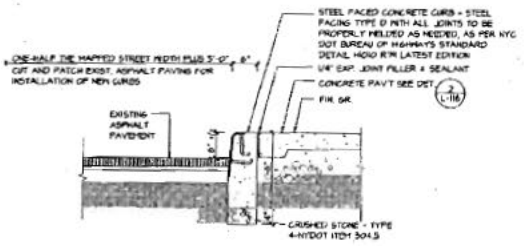
TRIANGLE PARK
New York, New York

WEST VILLAGE PROJECT
175 PIER 40, Block 671, Lot 1 NEW YORK, NY 10014

TRIANGLE PARK PAVING DETAILS

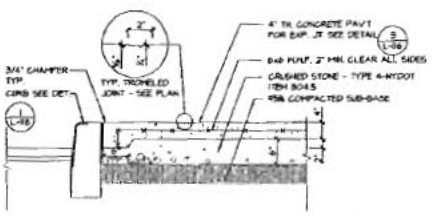
Drawn: MPFP Date: JUNE 3, 2011
Checked: Scale: 3/32" = 1'-0"
Approved: Project No.
Date: Drawing No.

L-115



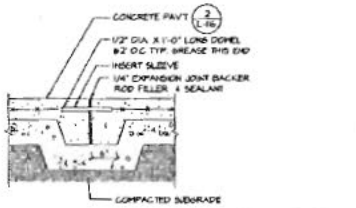

1 STANDARD DOT STEEL FACED CONCRETE CURB DETAIL

SCALE: 1"=1'-0"



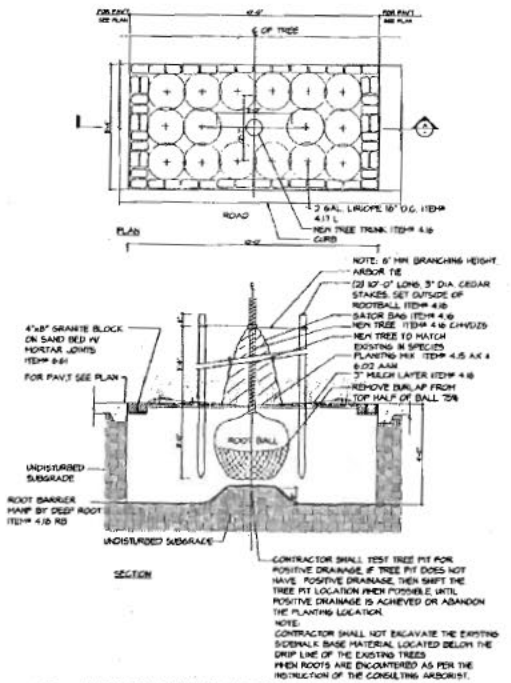

2 TYP. CONCRETE PAV'T ON GRADE (PEDESTRIAN)

SCALE: 1"=1'-0"



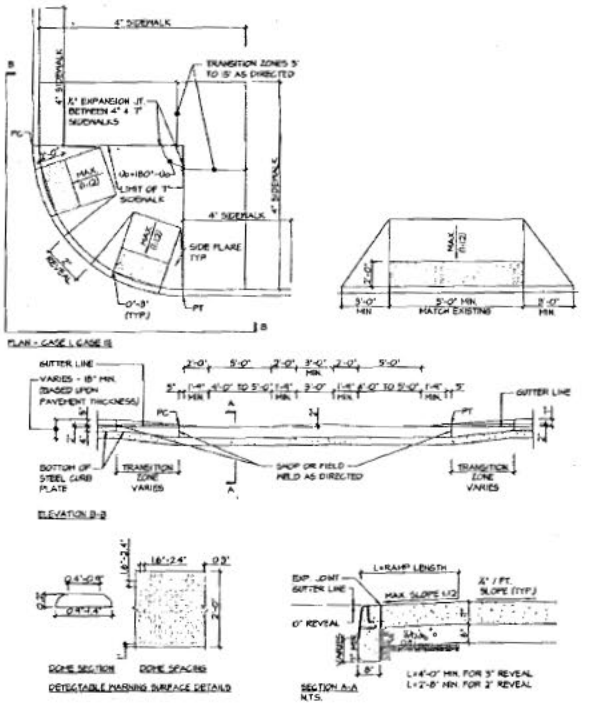

3 CONCRETE EXPANSION JOINT DETAIL

SCALE: 1"=1'-0"




4 TREE PIT WITH NEW TREE

SCALE: 1/2"=1'-0"




5 PEDESTRIAN DROPPED CURB DETAILS

SCALE: 1/4" = 1'-0"

LEGEND:

NOTES:

1. ELEVATIONS ARE ACTUAL AND REFER TO DATUM USED BY THE TOPOGRAPHICAL PLAN, ALL BORDEN OF MANHATTAN, WHICH IS 5.75 FEET ABOVE THE NATIONAL GEODETIC SURVEY VERTICAL DATUM OF 1929 (UNITED STATES COAST AND GEODETIC SURVEY), MEAN SEA LEVEL, SANDY HOOK, NEW JERSEY.
2. LANDSCAPE ELEVATIONS ARE BASED ON EL. +9.0' = EL. +27.84' (MANHATTAN DATUM, SEE NOTE #1)

| NO. | REVISION / SUBMISSION | DATE |
|---|---|---|
| 01 | DRAFT SUBJECT TO CHANGE | JULY 18, 2011 |
| 02 | ULURP CERTIFICATION | AUGUST 15, 2011 |
| 03 | ULURP CERTIFICATION REVISION | AUGUST 19, 2011 |
| 04 | ULURP CERTIFICATION REVISION | NOVEMBER 17, 2011 |
| 05 | ULURP CERTIFICATION REVISION | DECEMBER 5, 2011 |
| 06 | ULURP CERTIFICATION REVISION | DECEMBER 16, 2011 |
| 07 | ULURP CERTIFICATION REVISION | JANUARY 18, 2012 |
| 08 | ULURP CERTIFICATION REVISION | DECEMBER 28, 2012 |

LANDSCAPE ARCHITECT

MPFP

MPFP LLC
41 EAST 11TH STREET
NEW YORK, NY 10003
TEL: (212) 477-8040
FAX: (212) 477-8040

RSV LLC

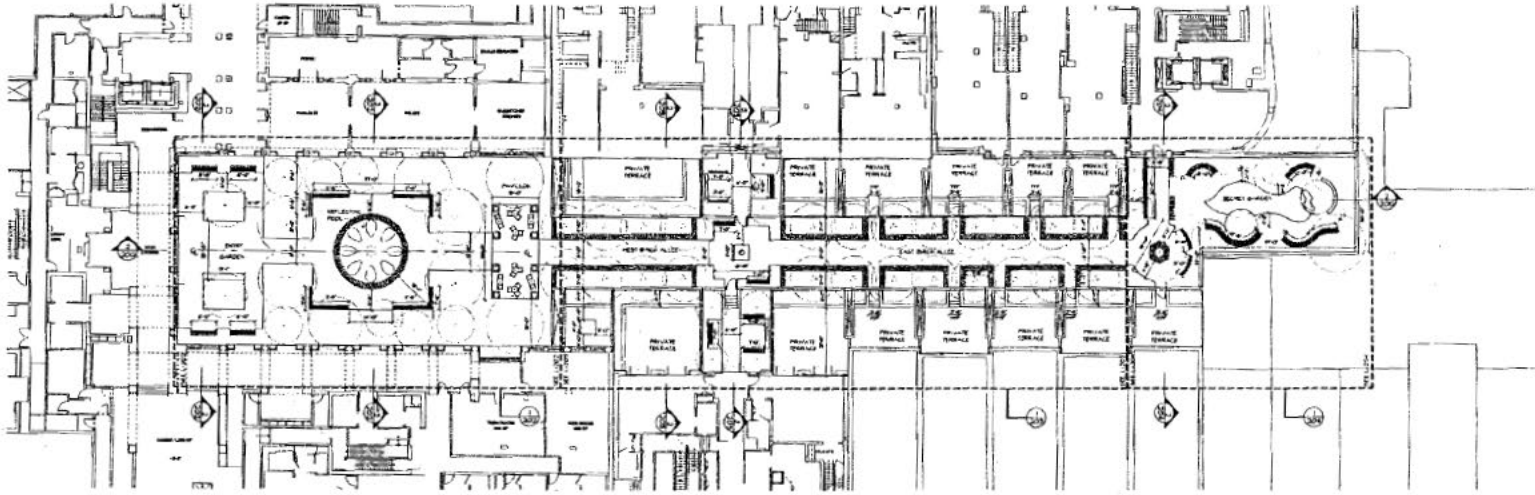
TRIANGLE PARK
New York, New York

WEST VILLAGE PROJECT
110 West 13th Street (New York NY 10011)

DRAWING TITLE
TRIANGLE PARK
STREETSCAPE DETAILS

Issue: JUNE 3, 2011
Checked: Plotted: 2012 (DWG)
Reviewed: Project No.:
Scale: Cad No.:

L-116



1 SITE PLAN
SCALE: 1/16"=1'

LEGEND:

- AREA OF PLANTING
- WOOD BENCHES
- SEAT WALL
- COLORED SAFETY SURFACE
- DECOMPOSED GRANITE
- MOVEABLE TABLE + CHAIRS
- SEAT POD IN SECRET GARDEN
- DIMENSIONS
- PRIVATE TERRACE LIMIT

AMENITY LEGEND AT COURTYARD

| | |
|---|---|
| OPEN SPACE AREA | 0.944 SF |
| AREA OF PLANTING | 7,074 SQ FT |
| TOTAL SEATING PROPOSED | 662 LF<br>355 LF BENCH SEATING W/BACK - 18" DEPTH<br>30 LF MOVEABLE CHAIRS (+ 2)<br>305 LF SEAT WALL - 22" DEPTH<br>12 LF SEATING PODS |
| MOVEABLE TABLE | 8 |
| TREES | 41 TOTAL - INCLUDES THREES FLUSH GRADE<br>8 SHADE TREE 4" CALIPER<br>20 MULTI STEM SHADE TREE 4"-6" HT<br>14 FLOWERING TREES 10'-12' HT |
| PARK FEATURES | - REFLECTING POOL<br>- DECORATIVE SCULPTURES<br>- CHILDREN'S SECRET GARDEN<br>- 2,725 SF PLAYGROUND AREA)<br>- PAVILLION<br>- FOUR SEASONAL PLANTINGS |

PRIVATE TERRACE TOTAL AREA: 1,241 SF

LEGEND:

NOTES:

1. ELEVATIONS ARE ACTUAL AND REFER TO DATUM USED BY THE TOPOGRAPHICAL BUREAU BOROUGH OF MANHATTAN, WHICH IS 2.35 FEET ABOVE THE NATIONAL GEODETIC SURVEY VERTICAL DATUM OF 1929 (UNITED STATES COAST AND GEODETIC SURVEY), MEAN SEA LEVEL, SANDY HOOK, NEW JERSEY.
2. LANDSCAPE ELEVATIONS ARE BASED ON EL. -6'-0" = EL. +2.0' (MANHATTAN DATUM, SEE NOTE #1)

| NO. | REVISIONS / SUBMISSIONS | DATE |
|---|---|---|
| 01 | DRAFT SUBJECT TO CHANGE | JULY 18, 2011 |
| 02 | CLIENT COORDINATION | AUGUST 15, 2011 |
| 03 | CLIENT COORDINATION REVISIONS | AUGUST 19, 2011 |
| 04 | CLIENT COORDINATION REVISION | NOVEMBER 17, 2011 |
| 05 | CLIENT COORDINATION REVISION | DECEMBER 5, 2011 |
| 06 | CLIENT COORDINATION REVISION | DECEMBER 16, 2011 |
| 07 | CLIENT COORDINATION REVISION | DECEMBER 23, 2011 |

LANDSCAPE ARCHITECT:

MPFP LLC
41 EAST 11TH STREET
NEW YORK, NY 10003
TEL. (212) 477-6048
FAX (212) 477-6048

FXFOWLE

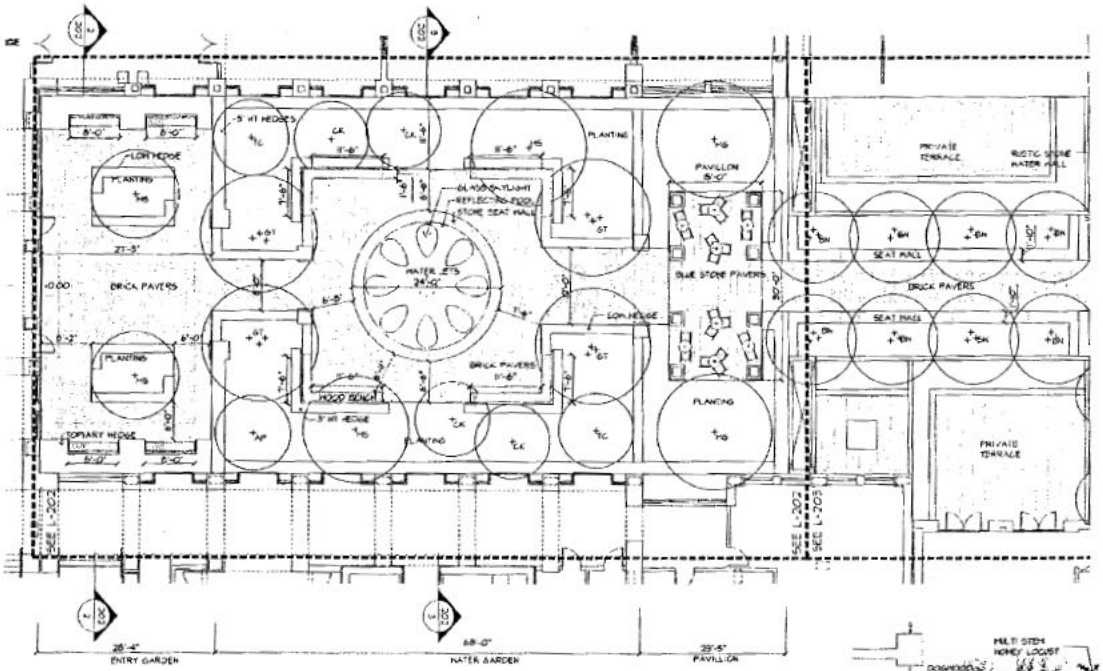
RUDIN DEVELOPMENT, LLC

WEST VILLAGE PROJECT
176 West 10th Street | New York NY 10014

COURTYARD
KEY & DIMENSION PLAN

Drawn: MPFP Date: JUNE 3, 2011
Checked: Scale: SEE DWG
Reviewed: Project No:
Seal: Cad File:
Drawing No:

L-201




1 ENLARGEMENT PLAN 1

SCALE: 1/8"=1'-0"

SEATING LEGEND

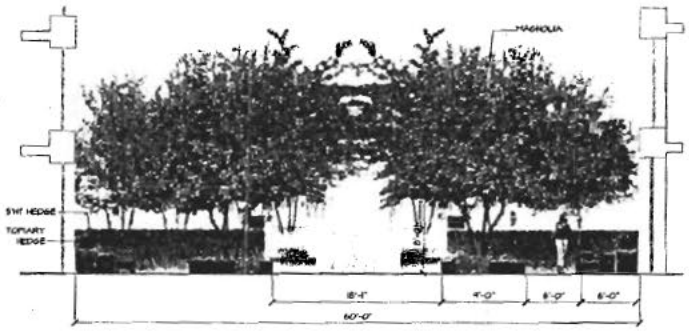
- WOOD BENCH W/ BACK — 4/207
- STONE SEAT WALL — 2/208
- MOVABLE TABLE AND CHAIRS — 8/206
- SEATING POD

PAVING LEGEND

- BRICK PAVER — 1/204
- BLUESTONE PAVER
- STEPPING STONE
- DECOMPOSED GRANITE
- COLORED SAFETY SURFACE

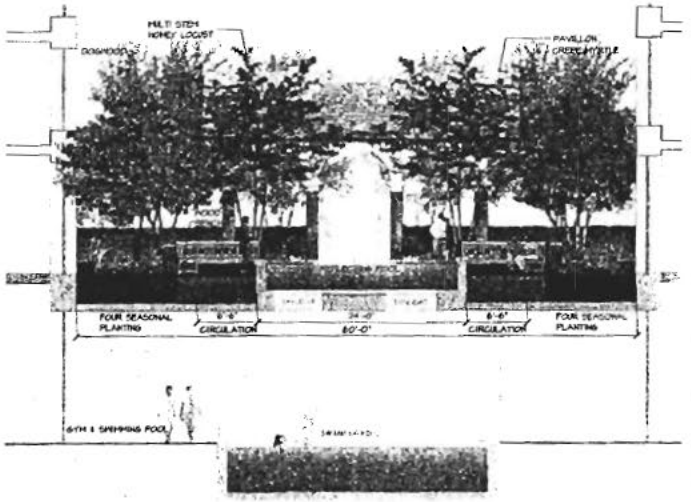
TREE LIST

- GT- GLEDITSIA TRICANTHOS
- TC- TSUGA CANADENSIS
- AP- ACER PALMATUM
- KC- CORNUS KOUSA
- MS- MAGNOLIA X SOULANGEANA
- MG- MAGNOLIA GRANDIFLORA
- LI- LAGERSTROEMIA INDICA
- BH- BETULA NIGRA




2 SECTION THROUGH ENTRY GARDEN

SCALE: 3/16"=1'-0"




3 SECTION THROUGH WATER GARDEN

SCALE: 3/16"=1'-0"

LEGEND

KEY PLAN



NOTES:

1. ELEVATIONS ARE ACTUAL AND REFER TO DATUM USED BY THE TOPOGRAPHICAL BUREAU (BOROUGH OF MANHATTAN, WHICH IS 2.75 FEET ABOVE THE NATIONAL GEODETIC SURVEY VERTICAL DATUM OF 1929 (UNITED STATES COAST AND GEODETIC SURVEY), MEAN SEA LEVEL, SANDY HOOK, NEW JERSEY.

2. LANDSCAPE ELEVATIONS ARE BASED ON EL. +0'-0" = EL. +17'-0" (MANHATTAN DATUM). SEE NOTE (1).

| NO. | REVISIONS / SUBMISSIONS | DATE |
|---|---|---|
| 01 | DRAFT SUBJECT TO CHANGE | JULY 16, 2010 |
| 02 | LL97 CERTIFICATION | AUGUST 16, 2011 |
| 03 | LL97 CERTIFICATION REVISION | AUGUST 19, 2011 |
| 04 | LL97 CERTIFICATION REVISION | NOVEMBER 17, 2011 |
| 05 | LL97 CERTIFICATION REVISION | DECEMBER 16, 2011 |
| 06 | LL97 CERTIFICATION REVISION | DECEMBER 19, 2011 |
| 07 | LL97 CERTIFICATION REVISION | DECEMBER 28, 2011 |

LANDSCAPE ARCHITECT:

MPFP

MPFP LLC
45 EAST 19TH STREET
NEW YORK, NY 10003
TEL: (212) 473-4700
FAX: (212) 473-8846

FXFOWLE

RUDIN DEVELOPMENT, LLC

WEST VILLAGE PROJECT
170 West 10th Street | New York NY 10011

COURTYARD ENLARGEMENT PLAN 1

Scale: MPFP | Date: JUNE 6, 2011

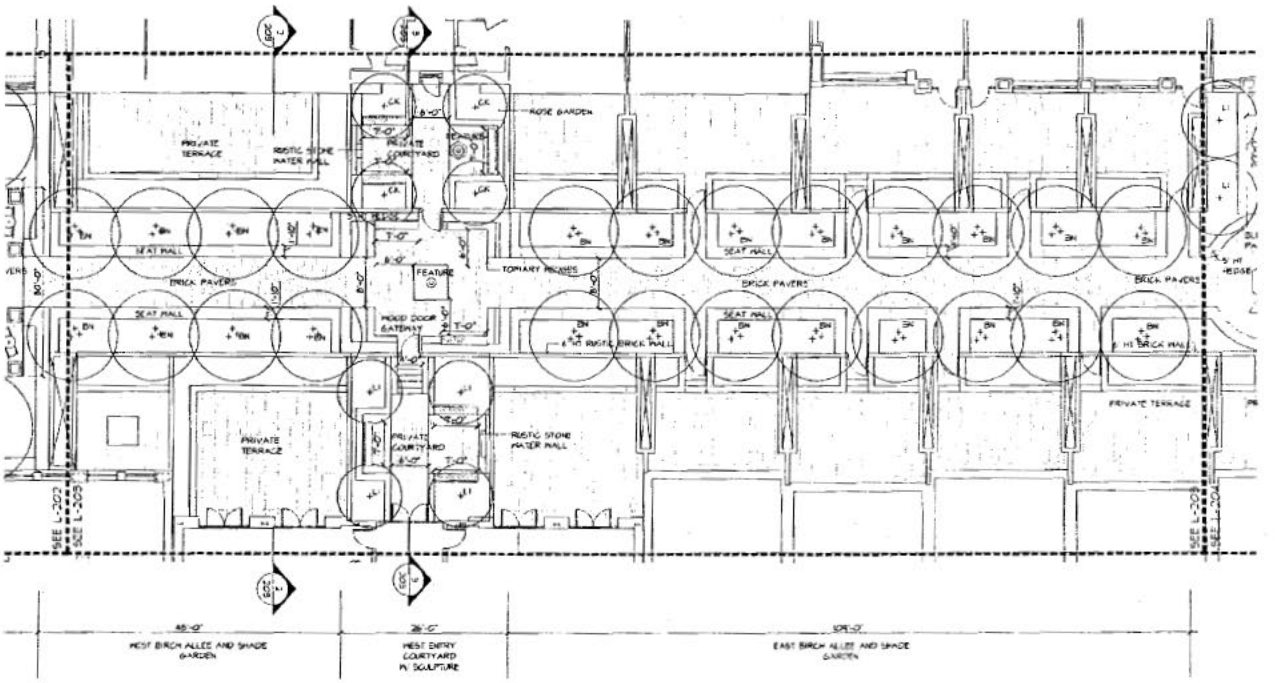
Checked: | Date: SEE DWG

Reviewed: | Project No.:

Book: | Sheet No.:

Drawing No.:

L-202




1 ENLARGEMENT PLAN 2

SCALE: 1/8"=1'-0"

SEATING LEGEND

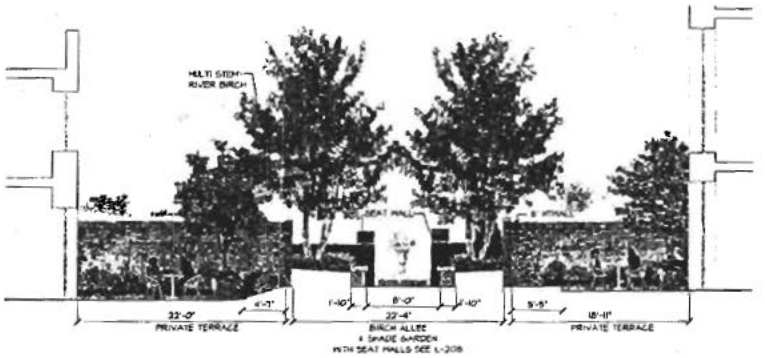
- WOOD BENCH W/ BACK
- STONE SEAT WALL
- MOVABLE TABLE AND CHAIRS
- SEATING PODS

PAVING LEGEND

- BRICK PAVER
- BLUESTONE PAVER
- STEPPING STONE
- DECOMPOSED GRANITE
- COLORED SAFETY SURFACE

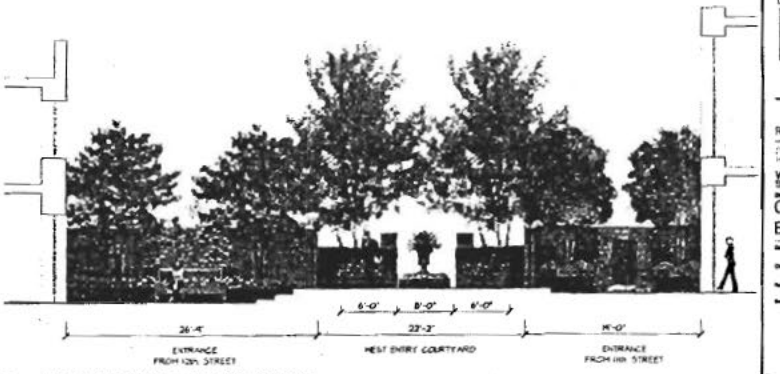
TREE LIST

GT- GLEDITSIA TRICANTHOS
TC- TSUGA CANADENSIS
AP- ACER PALMATUM
KC- CORNUS KOUSA
MS- MAGNOLIA X SOULANGEANA
MG- MAGNOLIA GRANDIFLORA
LI- LAGERSTROEMIA INDICA
BN- BETULA NIGRA




2 SECTION THROUGH PRIVATE TERRACES & ALLEE

SCALE: 3/16" =1'-0"




3 SECTION THROUGH COURTYARDS

SCALE: 3/16" =1'-0"

LEGEND:

KEY PAN

NOTES:

1. ELEVATIONS ARE ACTUAL AND REFER TO DATUM USED BY THE TOPOGRAPHICAL SURVEY, BOROUGH OF MANHATTAN, WHICH IS 5.75 FEET ABOVE THE NATIONAL GEODETIC SURVEY VERTICAL DATUM OF 1929 (UNITED STATES COAST AND GEODETIC SURVEY), MEAN SEA LEVEL, SANDY HOOK, NEW JERSEY.
2. LANDSCAPE ELEVATIONS ARE SHOWN ON BL. 40 (P.L. EL. 41.84' (MANHATTAN DATUM, SEE NOTE #1).

| NO. | REVISION / SUBMISSION | DATE |
|---|---|---|
| 01 | DRAFT SUBJECT TO CHANGE | JULY 15, 2011 |
| 02 | LA UDAP CERTIFICATION | AUGUST 12, 2011 |
| 03 | LA UDAP CERTIFICATION REVISIONS | AUGUST 19, 2011 |
| 04 | LA UDAP CERTIFICATION REVISIONS | NOVEMBER 17, 2011 |
| 05 | LA UDAP CERTIFICATION REVISIONS | DECEMBER 9, 2011 |
| 06 | LA UDAP CERTIFICATION REVISIONS | DECEMBER 16, 2011 |
| 07 | LA UDAP CERTIFICATION REVISIONS | DECEMBER 22, 2011 |

LANDSCAPE ARCHITECT:
MPFP
MPFP LLC
41 EAST 11TH STREET
NEW YORK, NY 10003
TEL: (212) 477-0080
FAX: (212) 477-4446

FXFOWLE

RUDIN DEVELOPMENT, LLC

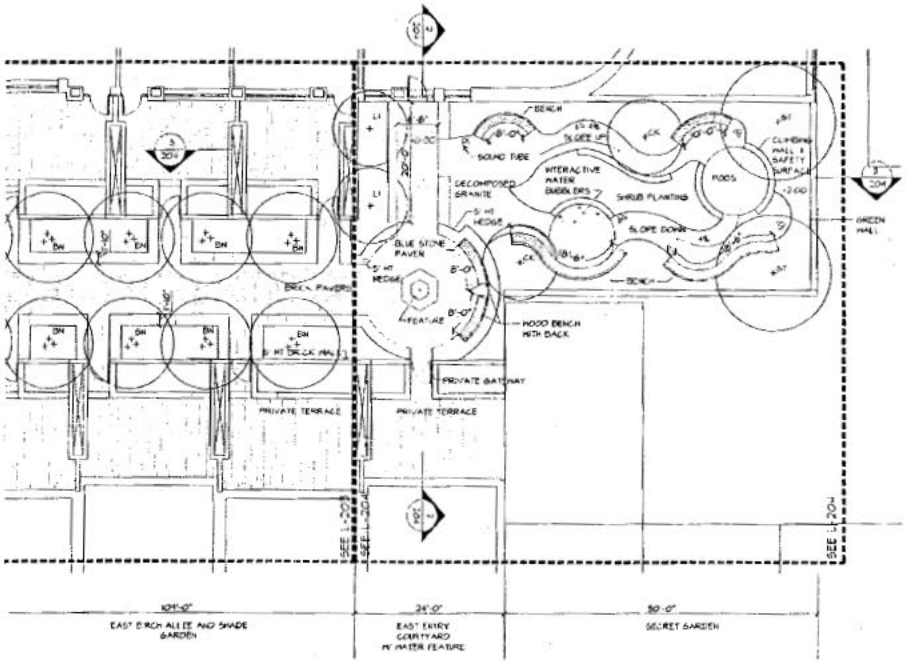
DAVID JOSEPH RUDIN
45 WEST 10TH STREET
NEW YORK, NY 10011

WEST VILLAGE PROJECT
176 West 10th Street | New York, NY 10011

Drawing Title:
COURTYARD ENLARGEMENT PLAN 2

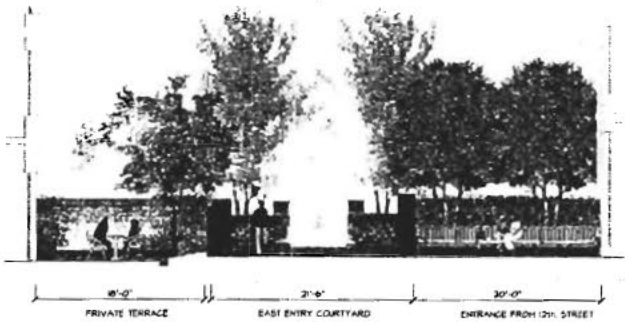
Issue: MPFP | Date: JUNE 3, 2011
Checked: | Work: 2010.0140
Approved: | Projection:
Seal: | Cad File:
| Drawing No.

L-203



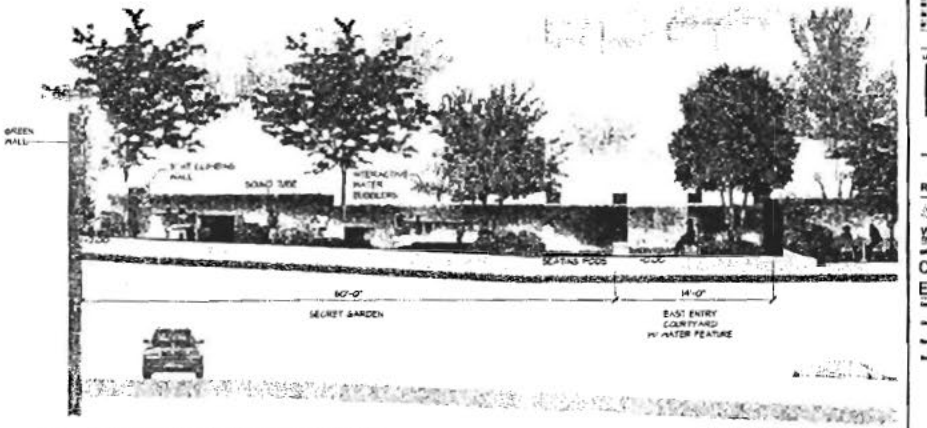

1 ENLARGEMENT PLAN 3

SCALE: 1/8"=1'-0"




2 SECTION THROUGH EAST ENTRANCE AND E. COURTYARD

SCALE: 3/16" = 1'-0"




3 SECTION THROUGH SECRET GARDEN

SCALE: 3/16" = 1'-0"

SEATING LEGEND

- WOOD BENCH W/ BACK (1 2 / 209)
- STONE SEAT WALL (2 / 208)
- MOVABLE TABLE AND CHAIRS (6 / 206)
- SEATING PODS

PAVING LEGEND

- BRICK PAVER (2 / 204)
- BLUESTONE PAVER
- STEPPING STONE
- DECOMPOSED GRANITE
- COLORED SAFETY SURFACE

TREE LIST

GT- GLEDITSIA TRICANTHOS
TC- TSUGA CANADENSIS
AP- ACER PALMATUM
KC- CORNUS KOUSA
MS- MAGNOLIA X SOULANGEANA
MG- MAGNOLIA GRANDIFLORA
LI- LAGERSTROEMIA INDICA
BN- BETULA NIGRA

LEGEND:

KEY PLAN



NOTES:

1. ELEVATIONS ARE ACTUAL AND REFER TO DATUM USED BY THE TOPOGRAPHICAL BUREAU, BOROUGH OF MANHATTAN, WHICH IS 2.75 FEET ABOVE THE NATIONAL GEODETIC SURVEY VERTICAL DATUM OF 1929 (UNITED STATES COAST AND GEODETIC SURVEY), MEAN SEA LEVEL, SANDY HOOK, NEW JERSEY.
2. LANDSCAPE ELEVATIONS ARE BASED ON EL. +9.0' = EL. +12.24' (MANHATTAN DATUM, SEE NOTE #1)

| NO. | REVISION / SUBMISSION | DATE |
|---|---|---|
| 01 | DRAFT SUBJECT TO CHANGE | JULY 18, 2011 |
| 02 | LPC SUBMISSION | JULY 18, 2011 |
| 03 | LPC CERTIFICATION | AUGUST 16, 2011 |
| 04 | LPC CERTIFICATION REVISION | AUGUST 16, 2011 |
| 05 | LPC SUBMISSION REVISION | NOVEMBER 17, 2011 |
| 06 | LPC CERTIFICATION REVISION | DECEMBER 2, 2011 |
| 07 | LPC CERTIFICATION REVISION | DECEMBER 16, 2011 |
| 08 | LPC CERTIFICATION REVISION | JANUARY 10, 2012 |

LANDSCAPE ARCHITECTS

MPFP LLC
41 EAST 11TH STREET
NEW YORK, NY 10003
TEL: (212) 477-0066
FAX: (212) 477-0946

FXFOWLE

RUDIN DEVELOPMENT, LLC

WEST VILLAGE PROJECT
570 Hudson Street (Block 644, Lot 1) New York, NY 10014

COURTYARD ENLARGEMENT PLAN 3

Drawn: MPFP Date: JUNE 2, 2011
Checked: Name: BOB DIANO
Approved: Project No:
Scale: Date Plot:
Drawing No:

L-204



1 SOUTHERN MAGNOLIA
Magnolia grandiflora



2 HONEY LOCUST
Gleditsia triacanthos



3 RIVER BIRCH
Betula nigra



4 SAUCER MAGNOLIA
Magnolia x soulangeana



5 CREPE MYRTLE
Lagerstroemia indica



6 WEEPING HEMLOCK
Tsuga canadensis 'Pendula'



7 KOUSA DOGWOOD
Cornus kousa



8 JAPANESE MAPLE
Acer palmatum

LEGEND:

NOTES:

1. ELEVATIONS ARE ACTUAL AND REFER TO DATUM USED BY THE TOPOGRAPHICAL BUREAU BOROUGH OF MANHATTAN, WHICH IS 2.75 FEET ABOVE THE MEAN SEA LEVEL, DATUM OF 1929 UNITED STATES COAST AND GEODETIC SURVEY, MEAN SEA LEVEL, SANDY HOOK, NEW JERSEY.

2. LANDSCAPE ELEVATIONS ARE SHOWN ON 10, 10'-0" = 0'-... AT BP (MANHATTAN DATUM, SEE NOTE #1)

| NO. | REVISIONS / SUBMISSIONS | DATE |
|---|---|---|
| 01 | DRAFT SUBJECT TO REVISION | JULY 18, 2011 |
| 02 | ULURP CERTIFICATION | AUGUST 15, 2011 |
| 03 | ULURP CERTIFICATION RESUBMITTAL | AUGUST 15, 2011 |
| 04 | ULURP CERTIFICATION RESUBMITTAL | NOVEMBER 21, 2011 |
| 05 | ULURP CERTIFICATION RESUBMITTAL | DECEMBER 1, 2011 |
| 06 | ULURP CERTIFICATION RESUBMITTAL | DECEMBER 16, 2011 |
| 07 | ULURP CERTIFICATION RESUBMITTAL | DECEMBER 19, 2011 |

LANDSCAPE ARCHITECT:

MPFP

MPFP LLC
41 EAST 11TH STREET
NEW YORK, NY 10003
TEL.: (212) 477-0300
FAX.: (212) 477-0340

FXFOWLE

RUDIN DEVELOPMENT, LLC

SAINT VINCENT'S PHASE

WEST VILLAGE PROJECT
(70 West 12th Street) New York NY 10011

Drawing Title:
COURTYARD
PLANTING DETAILS

Drawn: MPFP Date: JUNE 3, 2011

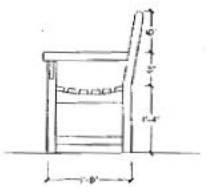
Checked: Date: SEE STAMP

Reviewed: Project no.

Date: Date Plot

Scale: Drawing no.

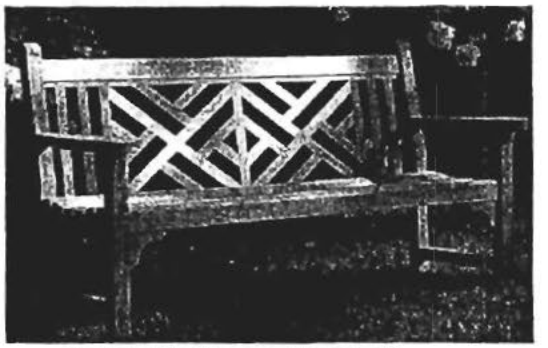
L-205



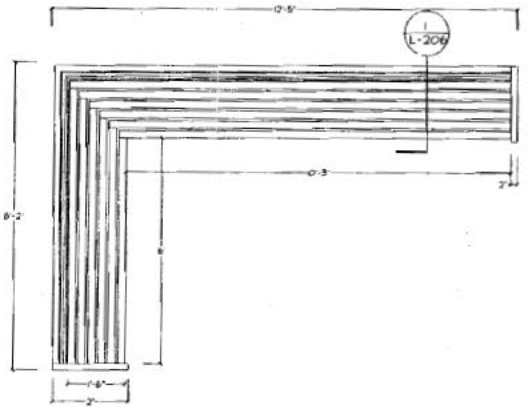
1 WOOD BENCH ELEVATION
SCALE: 1"= 1'-0"



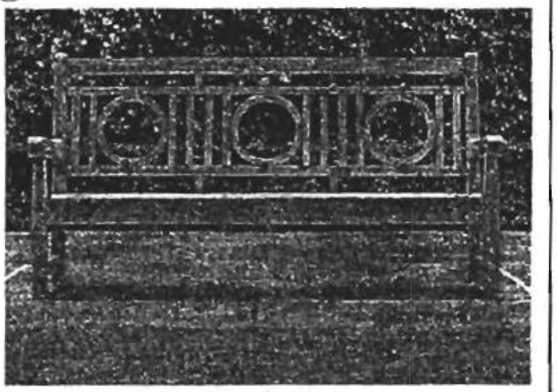

2 ENTRY GARDEN WOOD BENCH PLAN
SCALE: 3/4"= 1'-0"



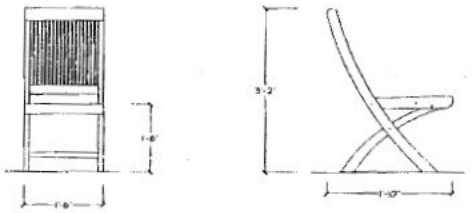
3 ILLUSTRATIVE BENCH AT ENTRY GARDEN



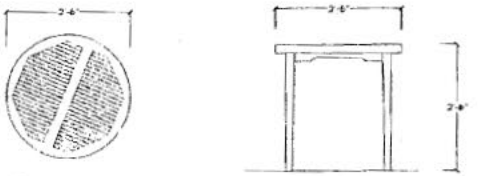

4 WATER GARDEN WOOD BENCH PLAN
SCALE: 3/4"= 1'-0"



5 ILLUSTRATIVE BENCH AT WATER GARDEN



PRODUCT: THOS. BAKER- MONTECITO FOLDING CHAIR, MTC.3001A)



PRODUCT: THOS. BAKER- MONTECITO ROUND TABLE

6 MOVABLE WOOD TABLE & CHAIRS
SCALE: 1"=1'-0"

NOTE:
PICTURES SHOWN ARE ILLUSTRATIVE
ACTUAL DESIGNS SHALL MATCH PLAN
LAYOUTS

LEGEND:

NOTES:

1. ELEVATIONS ARE ACTUAL AND REFER TO DATUM USED BY THE TOPOGRAPHICAL BUREAU, BOROUGH OF MANHATTAN, WHICH IS 2.75 FEET ABOVE THE NATIONAL GEODETIC SURVEY VERTICAL DATUM OF 1929 (UNITED STATES COAST AND GEODETIC SURVEY) MEAN SEA LEVEL, SANDY HOOK, NEW JERSEY.

2. LANDSCAPE ELEVATIONS ARE BASED ON EL. +9'-0" = EL. +11'.84' (MANHATTAN DATUM, SEE NOTE #1)

| NO. | REVISIONS OR SUBMISSIONS | DATE |
|---|---|---|
| 1 | DRAFT IN SUBJECT TO CHANGE | JULY 14, 2011 |
| 2 | ULURP CERTIFICATION | AUGUST 10, 2011 |
| 3 | ULURP CERTIFICATION REVISIONS | AUGUST 19, 2011 |
| 4 | ULURP CERTIFICATION REVISIONS | NOVEMBER 17, 2011 |
| 5 | ULURP CERTIFICATION REVISIONS | DECEMBER 5, 2011 |
| 6 | ULURP CERTIFICATION REVISIONS | DECEMBER 14, 2011 |
| 7 | ULURP CERTIFICATION REVISIONS | JANUARY 30, 2012 |

LANDSCAPE ARCHITECTS

MPFP LLC
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NEW YORK, NY 10003
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FAX.: (212) 477-5548

FXFOWLE

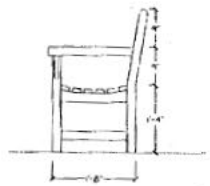
RUDIN DEVELOPMENT, LLC

WEST VILLAGE PROJECT
176 West 10th Street | New York, NY 10014

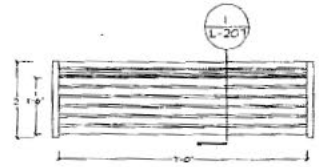
COURTYARD
SEATING DETAILS

Date: JUNE 3, 2011

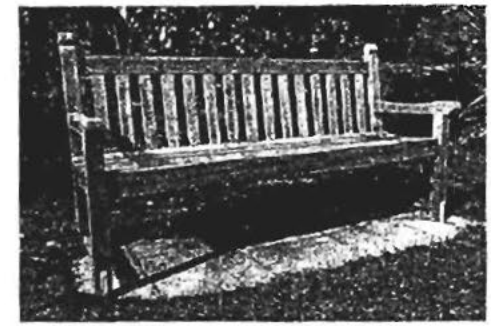
L-206



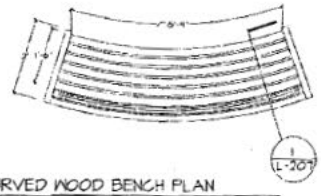
1 WOOD BENCH ELEVATION
SCALE: 1" = 1'-0"




2 COURTYARD WOOD BENCH PLAN
SCALE: 3/4" = 1'-0"



3 ILLSUTRATIVE BENCH AT COURTYARD ENTRANCES




4 CURVED WOOD BENCH PLAN
SCALE: 3/4" = 1'-0"




5 UNDULATING WOOD BENCH PLAN
SCALE: 3/4" = 1'-0"

NOTE
ILLUSTRATIVE PICTURES TO SHOW SPECIFIC DESIGNS. EACH BENCH TO BE CUSTOMIZED TO MATCH PLAN AND DIMENSION



6 ILLUSTRATIVE BENCH AT SECRET GARDEN

LEGEND:

NOTES:

1. ELEVATIONS ARE ACTUAL AND REFER TO DATUM USED BY THE TOPOGRAPHICAL BUREAU BOROUGH OF MANHATTAN, WHICH IS 2.75 FEET ABOVE THE NATIONAL GEODETIC SURVEY VERTICAL DATUM OF 1929 (UNITED STATES COAST AND GEODETIC SURVEY), MEAN SEA LEVEL, SANDY HOOK, NEW JERSEY.

2. LANDSCAPE ELEVATIONS ARE BASED ON EL. +0'-0" = EL. +10'-0" (MANHATTAN DATUM, SEE NOTE #1)

| NO. | REVISION / SUBMISSION | DATE |
|---|---|---|
| 01 | DRAFT SUBJECT TO CHANGE | JULY 19, 2011 |
| 02 | LL/MP CERTIFICATION | AUGUST 16, 2011 |
| 03 | LL/MP CERTIFICATION REVISION | AUGUST 16, 2011 |
| 04 | LL/MP CERTIFICATION REVISION | NOVEMBER 17, 2011 |
| 05 | LL/MP CERTIFICATION REVISION | DECEMBER 6, 2011 |
| 06 | LL/MP CERTIFICATION REVISION | DECEMBER 16, 2011 |
| 07 | LL/MP CERTIFICATION REVISION | DECEMBER 16, 2011 |

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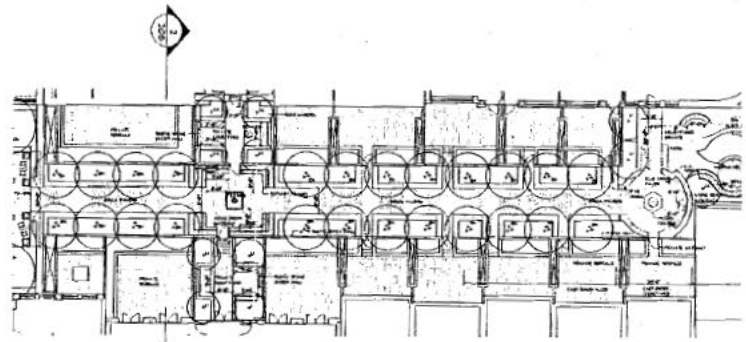
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RUDIN DEVELOPMENT, LLC

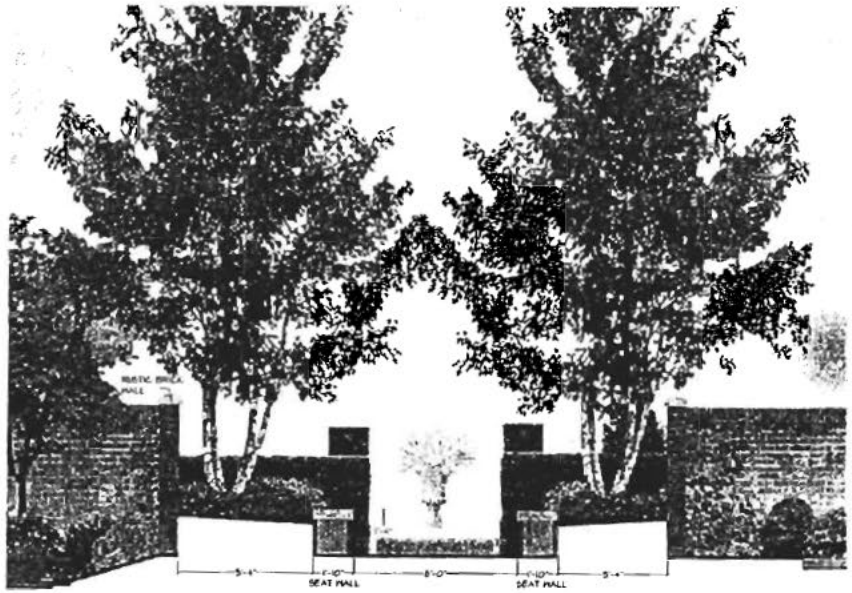
WEST VILLAGE PROJECT

COURTYARD
SEATING DETAILS

L-207

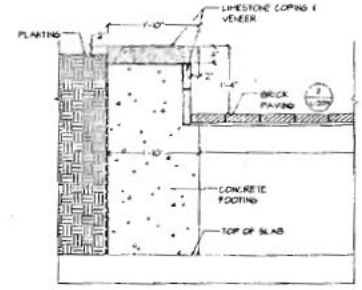


KEY PLAN




1 SECTION THROUGH ALLEE

SCALE: 1/2"=1'-0"




2 TYPICAL LIMESTONE SEATWALL DETAIL

SCALE: 3/4"=1'-0"

LEGEND:

NOTES:

1. ELEVATIONS ARE ACTUAL AND REFER TO DATUM USED BY THE TOPOGRAPHICAL BUREAU, BOROUGH OF MANHATTAN, WHICH IS 2.75 FEET ABOVE THE NATIONAL GEODETIC SURVEY VERTICAL DATUM OF 1929 (UNITED STATES COAST AND GEODETIC SURVEY), MEAN SEA LEVEL, SANDY HOOK, NEW JERSEY.

2. LANDSCAPE ELEVATIONS ARE BASED ON EL. +9.0' = EL. +12.75' (MANHATTAN DATUM, SEE NOTE #1)

| NO. | DESCRIPTION / SUBMISSION | DATE |
|---|---|---|
| 01 | DRAFT SUBJECT TO CHANGE | JULY 16, 2011 |
| 02 | CLIENT REVIEW | AUGUST 15, 2011 |
| 03 | CLIENT REVIEW REVISIONS | AUGUST 29, 2011 |
| 04 | CLIENT REVIEW REVISIONS | NOVEMBER 10, 2011 |
| 05 | CLIENT REVIEW REVISIONS | DECEMBER 5, 2011 |
| 06 | CLIENT REVIEW REVISIONS | DECEMBER 16, 2011 |
| 07 | CLIENT REVIEW REVISIONS | DECEMBER 28, 2011 |

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FXFOWLE

RUDIN DEVELOPMENT, LLC

WEST VILLAGE PROJECT

COURTYARD
SEATWALL DETAILS

Date: JUNE 3, 2011

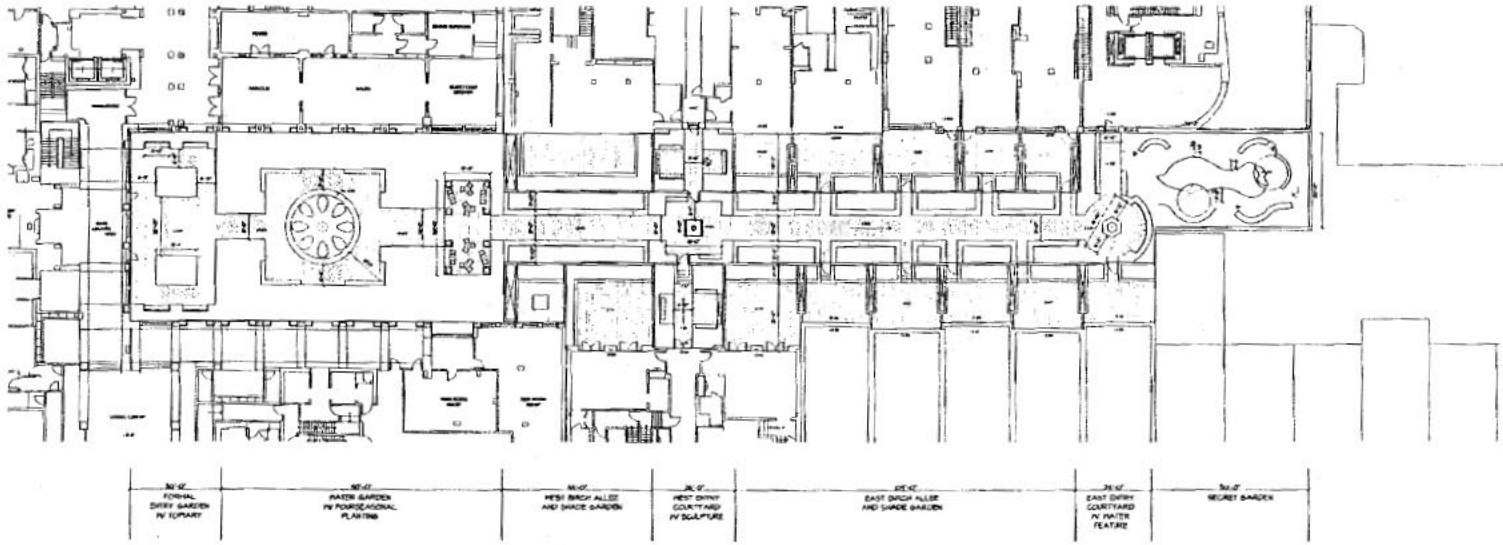
Drawn: BSE DMG

Project No.:

Check:

Drawing No.:

L-208

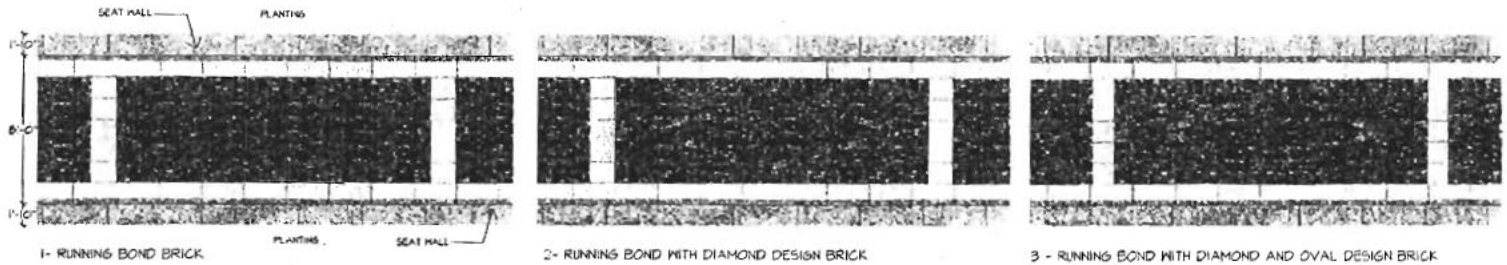


1 SITE PLAN

SCALE: 1"=16'-0"

PAVING LEGEND

- PROPOSED EL.
- BRICK PAVERS
- BLUE STONE PAVERS
- STEPPING STONE
- DECOMPOSED GRANITE
- COLORED SAFETY SURFACE
- PLANTING




1- RUNNING BOND BRICK

2- RUNNING BOND WITH DIAMOND DESIGN BRICK

3 - RUNNING BOND WITH DIAMOND AND OVAL DESIGN BRICK

2 TYP. ALLEE BRICK & BLUESTONE PATTERN

LEGEND:

NOTES:

1. ELEVATIONS ARE ACTUAL AND REFER TO DATUM USED BY THE TOPOGRAPHICAL SURVEY, BOROUGH OF MANHATTAN, WHICH IS 2.78 FEET ABOVE THE NATIONAL GEODETIC SURVEY VERTICAL DATUM OF 1988 (UNITED STATES COAST AND GEODETIC SURVEY), MEAN SEA LEVEL, SANDY HOOK, NEW JERSEY.

2. LANDSCAPE ELEVATIONS ARE BASED ON EL. +9'-0" = EL. +9'-2.9" MANHATTAN DATUM, SEE NOTE #1)

| NO. | REVISIONS / DESCRIPTION | DATE |
|---|---|---|
| 1 | DRAFT SUBMITTED CHANGES | AUGUST 16, 2011 |
| 2 | ULURP CERTIFICATION | AUGUST 16, 2011 |
| 3A | ULURP CERTIFICATION REVISION | AUGUST 26, 2011 |
| 3A | ULURP CERTIFICATION REVISION | NOVEMBER 17, 2011 |
| 3B | ULURP CERTIFICATION REVISION | DECEMBER 16, 2011 |
| 3C | ULURP CERTIFICATION REVISION | DECEMBER 16, 2011 |
| 3D | ULURP CERTIFICATION REVISION | DECEMBER 16, 2011 |

LANDSCAPE ARCHITECTS

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RUDIN DEVELOPMENT, LLC

WEST VILLAGE PROJECT
176 West 10th Street | New York NY 10014

COURTYARD
PAVING PLAN & DETAILS

Scale: 1/8"=1'-0" Date: JUNE 3, 2011

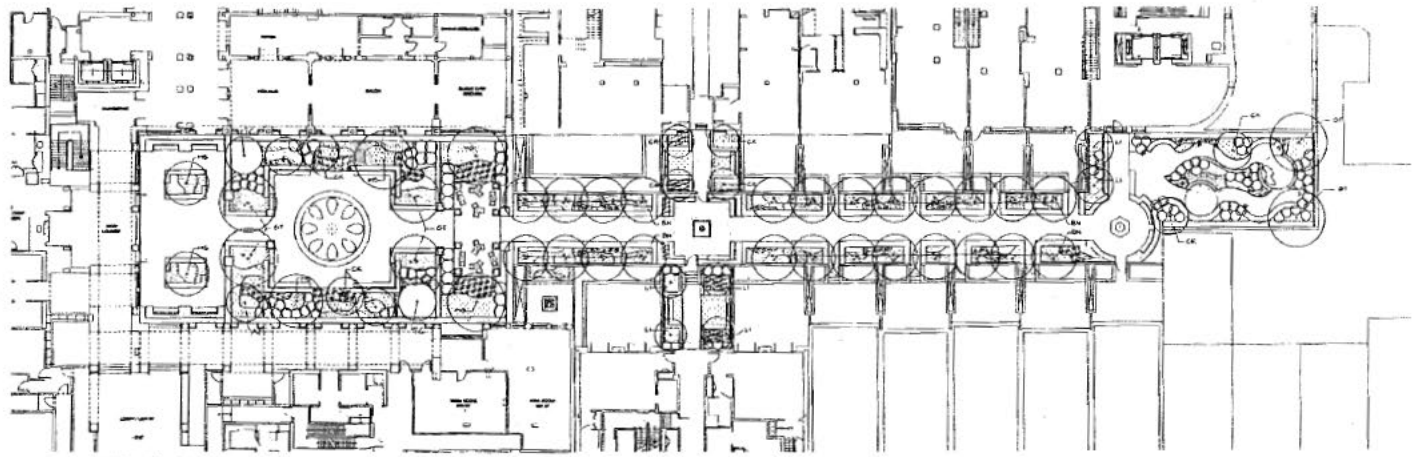
Drawn: MPFP Date: SEE DWG

Checked: Name: SEE DWG

Reviewed: Project No.:

Seal: Date Rec.

Drawing No.: L-209



1 PLANTING PLAN
SCALE: 1"=16'-0"

PLANTING LEGEND

PROPOSED TREE

PROPOSED MULTI STEM TREE

PROPOSED FLOWERING TREE

3' TO 5' HT. SHRUBS + GRASSES

3' TO 5' HT TOPIARY HORSE ENGLISH YEW

6' TO 7' HT CLIPPED HEDGE BOXWOOD

PERENNIALS / BOUNDCOVER

PERENNIALS / BOUNDCOVER

PERENNIALS / BOUNDCOVER

PERENNIALS / BOUNDCOVER

PERENNIALS / BOUNDCOVER

PERENNIALS / BOUNDCOVER

PERENNIALS / BOUNDCOVER

CLIMBING VINE

TREE LIST:

| KEY | BOTANICAL NAME | COMMON NAME | QTY | SIZE | ROOT | SPACING | COMMENTS |
|---|---|---|---|---|---|---|---|
| TREES: | | | | | | | |
| GT | GLEDITSIA TRICANTHOS | HONEY LOCUST | | 4" CAL | B&B | AS SHOWN | |
| GT-X | GLEDITSIA TRICANTHOS | HONEY LOCUST | | 16'-18' HT | B&B | AS SHOWN | MULTI STEM TREE |
| TC | TSUGA CANADENSIS 'PENDULA' | WEEPING HEMLOCK | | 8' HT | B&B | AS SHOWN | SPECIMEN TREE- 10' SPREAD |
| AP | ACER PALMATUM | JAPANESE MAPLE | | 16'-18' HT | B&B | AS SHOWN | |
| CK | CORNUS KOUSA | KOREAN DOGWOOD | | 16'-18' HT | B&B | AS SHOWN | MULTI STEM TREE |
| MS | MAGNOLIA X SOULANGEANA | SAUCER MAGNOLIA | | 16'-18' HT | B&B | AS SHOWN | MULTI STEM TREE |
| MG | MAGNOLIA GRANDIFLORA | SOUTHERN MAGNOLIA | | 4" CAL | B&B | AS SHOWN | SPECIMEN TREE |
| LI | LAGERSTROEMIA INDICA | CREPE MYRTLE | | 16'-18' HT | B&B | AS SHOWN | MULTI STEM TREE |
| BN | BETULA NIGRA | RIVER BIRCH | | 16'-18' HT | B&B | AS SHOWN | MULTI STEM TREE |

LEGEND:

NOTES:

1. ELEVATIONS ARE ACTUAL AND REFER TO DATUM USED BY THE TOPOGRAPHICAL SURVEY, BOROUGH OF MANHATTAN, WHICH IS 3.75 FEET ABOVE THE NATIONAL GEODETIC SURVEY VERTICAL DATUM OF 1929 (UNITED STATES COAST AND GEODETIC SURVEY), MEAN SEA LEVEL, SANDY HOOK, NEW JERSEY.

2. LANDSCAPE ELEVATIONS ARE SHOWN ON EL. -0'-0" = EL. +37'-14" (MANHATTAN DATUM, SEE NOTE #1)

| NO. | DESCRIPTION / SUBMISSION | DATE |
|---|---|---|
| 01 | DRAFT SUBJECT TO CHANGE | JULY 15, 2011 |
| 02 | ULURP CERTIFICATION | AUGUST 12, 2011 |
| 03 | ULURP CERTIFICATION REVISION | AUGUST 19, 2011 |
| 04 | ULURP CERTIFICATION REVISION | NOVEMBER 17, 2011 |
| 05 | ULURP CERTIFICATION REVISION | DECEMBER 9, 2011 |
| 06 | ULURP CERTIFICATION REVISION | JANUARY 13, 2012 |
| 07 | ULURP CERTIFICATION REVISION | JANUARY 30, 2012 |

LANDSCAPE ARCHITECT:

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RUDIN DEVELOPMENT, LLC

WEST VILLAGE PROJECT
175 West 10th Street | New York, NY 10011

COURTYARD
PLANTING PLAN

Scale: 1/8"=1'-0" Date: JUNE 3, 2011
Drawn By: Date: SEE DWG
Reviewed: Project No.:
Date: Sheet No.:
Drawing No.:

L-210

Exhibit D

Public Access Area Maintenance Requirements

Declarant shall be responsible for the following maintenance and repair activities.

1. Cleaning.

(a) Dirt, litter and obstructions shall be removed as needed and trash and leaves collected and removed as needed so as to maintain the Public Access Area in a clean, neat and good condition.

(b) All walkways, sidewalks and all other improvements and facilities installed in the Public Access Area shall be routinely cleaned and maintained so as to keep such improvements and facilities in a clean, neat and good condition.

(c) Graffiti shall be regularly and promptly painted over or removed as appropriate to the nature of the surface.

(d) Drains, sewers and catch basins shall be cleaned regularly to prevent clogging.

(e) Branches and trees damaged or felled by winds, ice, vandalism, or by any other reasons whatsoever, shall be promptly removed.

2. Snow Removal. Snow and ice shall be removed from all walkways so as not to interfere with safe passage in a prompt fashion, and from all other paved surfaces used for pedestrian movement within a reasonable time period and in any event within twenty-four (24) hours after each snowfall or accumulation of ice.

3. Landscape Maintenance. A maintenance program for the planted portions of the Public Access Area shall be implemented consisting of a "Spring Start-up Period" program, a "Season Closing Period" program, and a continuing maintenance program through the "Growing Season".

(a) Spring Start-up Period: The Spring Start-up Period shall commence on March 1st and terminate not later than the end of the second week of April of each calendar year. Declarant shall complete the following work annually during the Spring Start-up Period:

(i) Remove any winter protectives from trees, shrubs and other planting materials.

(ii) Remove all landscape debris including leaves and dead branches.

(iii) Prune and trim trees as necessary to maintain natural form and remove unsightly branches.

(iv) Remove or destroy any weeds growing between paving blocks, pavement, cobbled and concrete areas.

(v) Apply nitrogen rich fertilizer to trees, shrubs, lawn areas and plants as appropriate.

(vi) Remove any sand deposited as a result of winter sandings.

(vii) Replace any plant material or trees that are dead, diseased and/or otherwise unhealthy with healthy specimens of substantially equal type and reasonable size.

(viii) Reseed grass areas as necessary.

(b) Season Closing Period: The Season Closing Period shall begin not later than October 15th and shall terminate not later than November 30th of each calendar year. Declarant shall undertake and complete the following work annually during the Season Closing Period:

(i) Rake and collect leaves.

(ii) Wrap trees, shrubs and other plant material as necessary to ensure adequate winter protection.

(iii) Apply commercially available nitrogen-rich fertilizer to all lawn areas.

(iv) Reseed lawn areas as needed.

(c) Growing Season: The Growing Season shall commence with the commencement of the Spring Start-up Period and shall terminate at the end of the Season Closing Period. Declarant shall undertake and carry out the following work during the Growing Season:

(i) Inspect trees and plantings on a regular basis and spray when necessary.

(ii) Water all trees, shrubs and other plantings as necessary to maintain in

a healthy condition. In extended periods of drought, i.e. little precipitation/high temperatures for more than one week, ground cover, trees, shrubs and other plantings shall be thoroughly watered, subject to any City or State regulations governing water usage.

(iii) Mow lawn areas on a not less than bi-weekly basis and reseed as needed.

(iv) Weed as needed, no less than on a bi-weekly basis.

4. Repairs and Replacement. Repair and replacement of all facilities within the Public Access Area shall be undertaken by or at the direction of Declarant as needed to maintain such facilities in good order and working condition. Declarant shall exercise due diligence in commencing the repair or replacement of same as promptly as possible and shall complete the same within a reasonably expeditious time after commencement. All repairs and replacements shall be performed so as to be substantially compliant with the Site and Landscape Plan approved for the Triangle Parcel under CPC application #120029ZSM. Repairs shall include, but not be limited to, the following, as applicable to the facilities in the Public Access Area:

(a) Benches or Other Seating: Undertake all maintenance, including replacement of any broken or missing slats and painting, as necessary.

(b) Walls, Barriers and/or Fencing and Gates: Any broken or materially cracked walls, barriers and/or fencing and gates shall be repaired or removed and replaced with materials and designs matching the existing structures to the extent feasible.

(c) Paving: All paved surfaces shall be maintained so as to be safe and attractive. If replacements are needed, any replacement material shall match the existing pavers to the extent feasible.

(d) Painting: All items with painted surfaces shall be painted on an "as needed" basis. Surfaces shall be scraped free of rust or other extraneous matter and painted to match the existing color.

(e) Lighting: All lighting elements shall be maintained in a first class condition and will be maintained and/or replaced as necessary.

(f) Plant Materials and Trees: Plant materials and trees that are dead, diseased and/or otherwise unhealthy, as well as annual and biennial plants, shall be replaced with healthy specimens of substantially equal type and of reasonable size as necessary.

(g) Construction Defects & Hazardous Conditions: Declarant shall periodically inspect the Public Access Area for construction defects and hazardous conditions, shall promptly repair or replace any portion or feature of the Public Access Area that exhibits such defects or hazardous conditions, and shall institute appropriate measures to protect the public from harm, including but not limited to the erection of warning signs and temporary barriers, during the period of repair or replacement work.

(h) Artwork: All artwork elements shall be maintained in a first class condition and all vandalized or damaged signage shall be promptly cleaned or replaced with new signage to match other installed signs.

(i) Water Features: Any water features shall be maintained in a good, clean condition and shall be operable from no later than May 15th to at least September 15th.

Exhibit E

Operational Rules for Public Access Area

1. No person shall litter.

2. No persons shall affix or post any commercial or non-commercial handbill, poster or notice in or upon the Public Access Area.

3. No person shall engage in the commercial or non-commercial distribution of products and/or material in or upon the Public Access Area (other than non-commercial printed or similar expressive material).

4. No peddler, solicitor or street vendor shall be permitted to operate within the Public Access Area.

5. No persons shall drive, stop, stand or park a motor vehicle within the Public Access Area (except to the extent required for persons with disabilities or persons performing security, maintenance or repair work).

6. No persons shall conduct any activity that could obstruct pedestrian traffic or be detrimental or injurious to public safety.

7. No person shall deface, injure, destroy, displace or carry away any property, structure, ornament or landscaping.

8. No person, corporation, organization or other entity shall hold or sponsor any exhibition, musical, theatrical or other performance, or other scheduled or unscheduled event in the Public Access Area unless agreed to in writing by the Open Space Oversight Organization. All such events shall be open to the general public without admission fee.

9. The placement of tarps, sleeping bags, tents or other personal property which could unreasonably interfere with the use of the Public Access Area shall be prohibited.

10. The following shall be prohibited:

    - Lying down on the ground or lying down on benches, sitting areas or walkways in a manner which could unreasonably interfere with the use of benches sitting areas or walkways by others.

    - Camping or the erection of tents or other shelter/structures including the use

of tarps and sleeping bags.

- Storage or placement of personal property on the ground, benches, or sitting areas or walkways in a manner which could unreasonably interfere with the use of such areas by others.

- Smoking, vending and the consumption of alcoholic beverages.

- Assemblages of 100 persons or more, except with permission from the owner.

- Playing of a musical instrument, amplified or unamplified, or of recorded music, except with permission of the owner.

- Excessive noise, including from radio and other music playing, noxious odors, objectionable vibrations, or any other use constituting a nuisance;

- Nudity;

- Cooking;

- Use or possession of dangerous, flammable, or combustible objects or materials; and

- Explosives, firearms and weapons.

Exhibit F

Air Quality Environmental Measures

*EXHAUST AND BOILERS*

1) Garage. The proposed parking garage exhaust location shall be located on the roof of the new building at 140 West 12th Street (the site of the former Reiss Pavilion) at an elevation of 112 feet and in accordance with p. 15-10 of the FEIS.

2) HVAC for East Site.

   a) Boilers shall be used for heating and hot water systems, and exhausts shall be ducted to a single stack located above the roof of the highest residential tower along Seventh Avenue at a height of 206 feet above-grade. In the event that the roof of such residential tower is constructed at a lower height than the maximum that is permitted by the Land Use Approvals, such stack location shall be subject to the approval of the New York City Office of Environmental Remediation, but in no event shall the stack height be less than 17 feet above the height of the highest residential roof elevation.

   b) Natural gas and/or ultra low sulfur fuel oil shall be used in the boiler systems in accordance with p. 15-4 of the FEIS.

*EMERGENCY GENERATOR FOR EAST SITE*

1) Only one emergency generator (1,500 kilowatt) shall be permitted for the East Site and it shall be located on the roof of Spellman Pavilion in accordance with p. 15-13 of the FEIS.

2) Such emergency generator shall be exercised for no more than 6 hours in any month and approximately 72 hours per year for testing to ensure its availability and reliability in the event of an actual emergency.

3) Such emergency generator shall not be utilized in a peak load shaving program.

4) Any emergency generator shall be installed and operated in accordance with NYCDEP requirements, and other applicable codes and standards, including obtaining applicable permits.

Exhibit G

Greenhouse Gas Emissions Environmental Measures

*BUILDING EFFICIENCY*

1) The buildings on the Subject Property shall incorporate window glazing to optimize daylighting (new buildings only, with some enlargement of openings for existing facades), heat loss, and solar heat gain.

2) High-efficiency heating, ventilation, and air conditioning (HVAC) systems shall be selected.

3) The buildings on the Subject Property shall use water conserving fixtures exceeding building code requirements, and collect storm water for reuse.

*LEED CERTIFICATION*

1) Declarant will pursue in good faith a United States Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) Silver certification rating or better and will pursue a design equivalent to a LEED Silver standard based on the standards for LEED Silver certification existing as of the date hereof for the Large-Scale Development Project.

2) In accordance with LEED standards, third-party fundamental building energy systems commissioning shall be conducted.

3) Declarant shall keep City Planning, Community Board #2, and the local Councilperson apprised of its efforts to obtain LEED certification, including providing City Planning, Community Board #2, and the local Councilperson with a LEED checklist for the Large-Scale Development Project demonstrating the number of points Declarant intends to pursue during LEED 'Construction Review' to make the Large-Scale Development Project eligible to obtain LEED Silver Certification, and a signed affirmation from a LEED-accredited professional stating that he or she has reviewed the plans and drawings submitted or to be submitted to the DOB that such plans and drawings are consistent with the LEED checklist and meet the intent of the criteria for LEED Silver Certification of the Large-Scale Development Project.

4) As a prerequisite to seeking such LEED certification, the East Site shall use at least 10 percent less energy than allowed by the City Energy Code, as calculated in accordance with LEED standards.

*USE OF BUILDING MATERIALS WITH LOW CARBON INTENSITY*

Recycled steel and cement replacements such as fly ash and/or slag shall be used to the extent practicable.

Exhibit H

Construction Environmental Measures at the Subject Property

1. Dust control. Dust control measures shall be adhered to during all earth disturbing operations.

2. Asbestos. Prior to demolition, a New York City-certified asbestos investigator shall inspect all buildings on the East Site for asbestos-containing materials (ACMs). If ACMs are found, these materials shall be removed by a New York State Department of Labor (NYSDOL)-licensed asbestos abatement contractor prior to building demolition in accordance with all applicable NYCDEP, NYSDOL, USEPA, and U. S. Occupational Safety and Health Administration (OSHA) regulations.

3. PCBs. Suspected PCB-containing equipment (such as fluorescent light ballasts and hydraulic lifts) that would be disturbed shall be evaluated prior to disturbance. Unless labeling or test data indicate that the suspected PCB-containing equipment does not contain PCBs, it shall be assumed to contain PCBs and removed and disposed of at properly licensed facilities in accordance with all applicable regulatory requirements. Non-PCB containing hydraulic lifts installed after 1979 shall be disposed of in accordance with the applicable regulatory requirements.

4. Lead-Based Paint. Any project activities with the potential to disturb lead-based paint shall be performed in accordance with the applicable OSHA regulation (OSHA 29 CFR 1926.62—*Lead Exposure in Construction*).

5. Material Removal. Excavated soil shall be screened for signs of contamination (such as odors, staining or elevated photoionization detector readings). Any soil exhibiting signs of contamination shall be removed from the site as promptly as feasible. All material requiring disposal shall be properly handled and disposed of off-site in accordance with all applicable requirements. The trucks utilized in removing building materials shall be located behind the construction fence or within the interior of the East Site to the extent feasible.

6. Demolition to Commence at Tops of Buildings. For all buildings, exterior demolition shall commence at the top of the building, and to the extent possible, the existing vertical passageway (e.g. elevator shafts and stairwells) shall be used to move the debris downward for loading onto trucks.

7. Location for Loading and Unloading. All of the loading and unloading associated with the foundation, excavation and below- grade construction work shall be done within the site construction fence.

8. Location for Concrete Trucks. Concrete trucks for the slab-on-grade, upper foundation wall, and podium shall use the ramps and all work shall be done within the site construction fence.

9. Hazardous Materials.

    a. All soil disturbance shall be performed in accordance with a NYCDEP-approved RAP and CHASP, referred to in the DEP comment letter of December 12, 2011 ("DEP Comment Letter"), annexed hereto as Schedule C.

    b. A vapor barrier shall be provided beneath new construction in accordance with the NYCDEP-approved RAP.

    c. The construction site shall be monitored for Volatile Organic Compounds (VOCs), methane and dust during any soil removing activity. Air quality monitoring shall be conducted during subsurface disturbance involving removal of petroleum storage tanks or if petroleum, solvents or other contamination that would contain VOCs are encountered.

    d. Results of the site monitoring shall be posted on the website required under Section 4(i) of this Declaration.

10. Dewatering. Prior to dewatering, testing shall be performend to ensure that the groundwater shall meet all applicable requirements. An on-site pretreatment system shall be installed to remove any sediment from water prior to discharge into the New York City sewer system in compliance with NYCDEP regulations. Any settled sediments, spent filters, and removed materials shall be transported to a licensed disposal area.

11. A Stormwater Pollution Prevention Plan (SWPPP) shall be developed in accordance with New York State Department of Environmental Conservation regulations and implemented to prevent contaminated sediment runoff including procedures for soil stockpiling and runoff control. Stormwater management measures, such as hay bales or silt fencing, shall be placed around stockpiles and properly maintained to ensure that stormwater runoff complies with the applicable requirements.

12. Staging/Equipment Location. Following completion of below grade work, the interior courtyard shall be used to store construction equipment and material staging for the East Site development to the extent practicable. Hoists and the main tower crane shall be located along Seventh Avenue or in the courtyard, provided that cherry pickers and mobile cranes may be located on West 11th and West 12th Streets as reasonably necessary to complete the construction in an efficient and expeditious manner.

13. Construction Manager. The general contractor or construction manager, as the case may be, shall maintain a field representative on-site throughout the entire construction period to serve as the contact point for the community and local leaders.

14. Commencement of Work. Except as set forth below in Section 15 for extended hour work and Section 18 for Deliveries below, noisier work shall begin no earlier than 8:00 a.m. "Noisier work" shall not include interior work or work that would not cause an increase of more than 5 dBA $L_{10}$ at any sensitive receptor.

15. Extended Hour and Weekend Work. Any extended hour weekday work, or any weekend work, shall be permitted only if a noise mitigation plan has been developed and implemented in accordance with applicable City codes and regulations. A copy of such noise mitigation plan shall be kept onsite for compliance review by the New York City Department of Environmental Protection and the New York City Department of Buildings.

16. Fencing, Access, and Security. Work areas shall be fenced off, and limited access points for workers and trucks shall be provided. Security guards and flaggers shall be provided, and all persons and trucks shall pass through security points.

17. Entrances to the East Site. Entrances to the East Site shall be constructed on West 11th Street, West 12th Street, and Seventh Avenue.

18. Deliveries.

    a. At the East Site, deliveries on Seventh Avenue may start at 7:00 a.m. The hoist may be used and workers may move to the higher floors at 7:30 a.m.

    b. At the Triangle Parcel, delivery activities may begin at 7:00 a.m. on the Seventh Avenue Frontage.

    c. All deliveries using the West 11th Street and West 12th Street portals shall be no earlier than 8:00 a.m.

    d. Material deliveries to the site shall be scheduled. If a truck is late for its turn, it may be accommodated if possible, but if not, the truck shall be assigned to a later time.

    e. Concrete deliveries shall also be scheduled. If a truck is late, it may be accommodated if possible, but if on-time concrete trucks are in line, the late truck shall not be allowed on-site.

    f. Flaggers shall be employed at each gate into the construction site to enforce conformance with the delivery schedule.

19. Pedestrian Access. Pedestrian access around the East Site shall be maintained throughout the construction period through the use of temporary sidewalks or sidewalk bridges, except for the periods required to install sidewalk sheds and as may be directed by Buildings or the New York City Department of Transportation ("NYCDOT") for specific construction tasks. The West 12th Street sidewalk adjacent to the Triangle Parcel may be closed and an alternative pedestrian walkway provided. Temporary sidewalk closures shall take place in accordance with an NYCDOT Office of Construction Mitigation and Coordination (OCMC)-approved Protection of Traffic (MPT) plan.

20. Lane Closures. At least one moving lane shall be maintained along West 11th Street and West 12th Streets and only curb lanes along Seventh Avenue may be temporarily closed for construction. All lane closures shall be coordinated and approved by NYCDOT. Temporary curbside lane closures shall take place in accordance with an OCMC-approved MPT plan.

    a. On the south side of West 12th Street, barriers shall be placed along the curb lane and several entrance gates for entry and exit of trucks shall be constructed in the perimeter fence. Entrance/exit gates shall be constructed on West 11th Street, West 12th Street, and Seventh Avenue.

    b. Cherry pickers and Mobile cranes may be located on West 11th Street, West 12th Street, and Seventh Avenue.

21. Air Quality / Diesel Particulate Matter. To ensure that construction of the East Site development results in the lowest feasible diesel particulate matter (DPM) emissions, an emissions reduction program for all construction activities at the project site shall be implemented consisting of the following components:

    a. *Diesel Equipment Reduction.* Declarant shall contact Con Edison to seek the early connection of grid power to the sites by the start of construction. Construction contracts shall specify the use of electric engines to the extent feasible and ensure the distribution of power connections as needed. Subject to adequate grid connection, equipment that shall use electric power instead of diesel engines shall include, but not be limited to, concrete vibrators, and material/personnel hoists.

    b. *Clean Fuel.* Ultra-low sulfur diesel fuel (ULSD) shall be used for all diesel engines throughout the construction sites.

    c. *Best Available Tailpipe Reduction Technologies.* Non-road diesel engines with a power rating of 50 horsepower (hp) or greater and controlled truck fleets (i.e.,

truck fleets under long-term contract shall utilize the best available tailpipe technology for reducing DPM emissions, including diesel particle filters (DPFs) where feasible and available or other technology, by at least 90 percent (when compared with normal private construction practices).

d. *Utilization of Tier 2 or Newer Equipment.* Use of Tier 2 or later construction equipment for non-road diesel engines greater than 50 hp shall be required where practicable and available.

22. Air Quality / Location of Equipment. Emissions sources such as concrete trucks and pumps shall be located away from sensitive land uses, to the extent practicable.

23. Air Quality / Dust Control. A fugitive dust control plan incorporating the following elements shall be required as part of contract specifications:

a. Stabilized truck exit areas shall be established for washing off the wheels of all trucks.

b. Trucks entering and leaving the site with excavated or other materials shall have their loads covered.

c. Truck routes within the sites shall either be watered as needed or, in cases where such routes would remain in the same place for an extended period, stabilized, covered with gravel, or temporarily paved to avoid the resuspension of dust.

d. In addition to regular cleaning by the City, affected streets shall be cleaned as needed.

24. Air Quality / Idling Times. All on-site vehicles limit idling time to three minutes unless using the engine to operate a loading, unloading, or processing device (e.g., concrete mixing trucks).

25. Noise Reduction Measures. The following measures for construction shall be implemented as noise reduction measures:

a. Construction equipment shall meet the lower noise levels set forth in the Table 20-13 of the FEIS, annexed hereto as Schedule A, and equipment and path controls, as well as power type, shall be as set forth in Appendix D-4-1 of the EIS, annexed hereto as Schedule B.

b. As early in the construction period as practicable, electrical-powered equipment shall be selected for certain noisy equipment, such as concrete vibrator, hand tools, hoist, masonry mixer, and welder.

c. Use of impact devices, such as jackhammers, pavement breakers, impact wrenches, pneumatic tools, and hoe rams shall be minimized to the extent feasible.

d. Where practicable and feasible, construction sites shall be configured to minimize back-up alarm vehicular noise.

e. Contractors and subcontractors shall be required to properly maintain their equipment and have quality mufflers installed.

26. Noise / Path Control Measures. The following measures for construction shall be implemented as path control measures:

a. Noisier equipment, such as cranes, concrete pumps, concrete trucks, and delivery trucks, shall be located away from and shielded from sensitive receptor locations to the extent feasible.

b. Noise barriers shall be utilized to provide shielding. The construction sites shall have a minimum 8-foot-high barrier, with a 15-foot-high barrier adjacent to residential and other sensitive locations, except that at the Triangle Parcel a minimum 8-foot-high barrier may be used. Where possible, concrete trucks and delivery trucks shall operate behind these barriers.

c. Path noise control measures (i.e., portable noise barriers, panels, enclosures, and acoustical tents, where feasible) shall be used in connection with concrete trowel, crane, hydraulic break ram, impact wrench, line drill, pile driver, pneumatic tool, rock driller, and electrical plant. As applicable, path noise control measures shall be constructed in accordance with DEP's Chapter 28, Citywide Construction Noise Mitigation.

27. Vibration Control Measures.

a. To minimize the potential for high vibration levels, sonic (rather than impact) pile driving rigs shall be used for the foundation of the tower building on Seventh Avenue in the East Site.

b. To avoid any construction-related significant adverse impacts, including ground-borne vibration, falling debris, and accidental damage from heavy machinery, on the on-site and architectural resources within a lateral distance of 90 feet from the proposed construction activities, a Construction Protection Plan (CPP) conforming to New York City Landmarks Preservation Commission Guidelines for Construction Adjacent to a Historic Landmark and Protection Programs for Landmark Buildings and NYCDOB's Technical Policy and Procedure Notice (TPPN) #10/88 shall be developed in consultation with the Landmarks Preservation Commission. The CPP shall be in place prior to any demolition,

excavation, or construction. The CPP shall including a monitoring component to ensure that in the even the 0.5 inches per second PPV limit is exceeded during construction, corrective action would be taken.

28. Mitigation Measures.

a. Declarant shall offer to provide, at its expense, window treatment (e.g., storm windows or double-glazed windows) and alternative ventilation (e.g., fan systems or air conditioning) to all residences at the following locations, which do not already have double-glazed windows and alternative ventilation, as more specifically set forth in Chapter 20 of the FEIS, "Construction," pp. 20-4 and 20-5:

**Table 1**
**Impacted Receptor Locations by Block/Lot**

| Noise Receptor Site | Block | Lot(s) | Floor(s) | Façade |
|---|---|---|---|---|
| K | 617 | 21 | 3-6 | South |
| K1 | | 21 | 5-6 | East |
| I1 | 608 | 74 | 3-6 | South |
| I1 | 608 | 73 | 3-4 | South |
| I1 | 608 | 7505 | 3-5 | South |
| I1 | 608 | 66, 68, 69 | 3 | South |
| I2 | 608 | 60 | 3-6 | South |
| I2 | 608 | 59 | 3-4 | South |
| I9 | 607 | 27 | 1-3 | South |
| | | | 1-12 | West |
| X2 | 606 | 32, 33, 34, 36, 37, 38, 39, 40, 42, 43, 45 | 3 | North |
| X2 | 606 | 35 | 2 | North |
| X2 | 606 | 41, 44, 46 | 3-4 | North |
| X11 | 607 | 59, 60, 7501 | 3-4 | North |
| X11 | 607 | 58 | 1-3 | North |
| X12 | 607 | 54, 55, 56, 57 | 4 | North |

Such offers shall be in writing. Declarant shall provide documentation of such offer, any response, and any installation to the construction monitor prior to commencing any work identified in the FEIS as contributing to the potential significant adverse impacts. Declarant shall not accept a Permit from Buildings for any work identified in the FEIS as causing a significant adverse noise impact until Declarant has certified to City Planning that Declarant has made such offer and, if the offer has been accepted, that the air conditioners and/or window treatment, as the case may be, has been installed.

29. Rodent Control. Construction contracts shall include provisions for a rodent (mouse and rat) control program. Signage shall be posted, and coordination shall be maintained with appropriate public agencies. Only USEPA- and NYSDEC-registered rodenticides shall be permitted, and the rodent control program shall be performed in a manner that avoids hazards to persons and domestic animals.

## Schedule A

**Table 20-13**

**Construction Equipment Noise Emission Levels (dBA)**

| Equipment List | CEQR & FTA Typical Noise Levels at 50 feet[1] | Quieter Equipment Noise Levels at 50 feet[2] | Noise Reduction with Path Controls[3] | Actual Noise Level at 50 feet |
|---|---|---|---|---|
| Acetylene Torch | 73 | | | 73 |
| Asphalt Spreaders | 85 | | | 85 |
| Backhoe | 80 | | | 80 |
| Bar Bender | 80 | | | 80 |
| Bobcat (Skid Steer) | 80 | | | 80 |
| Boring Jack Power | 80 | | | 80 |
| Cherry Picker | 85 | | | 85 |
| Compactor | 80 | | | 80 |
| Compressor | 58 | | | 58 |
| Concrete Pump | 82 | | | 82 |
| Concrete Trowel | 85 | | 10 | 75 |
| Concrete Truck | 85 | | | 85 |
| Concrete Vibrator | 76 | | | 76 |
| Crab to Erect CW Panels | 85 | 75 | | 75 |
| Crane | 85 | | 10 | 75 |
| Crane (Tower Crane) | 85 | | 10 | 75 |
| Delivery Truck | 84 | | | 84 |
| Drill Rig | 84 | | 10 | 74 |
| Dump Truck | 84 | | | 84 |
| Excavator | 85 | | | 85 |
| Fuel Truck | 84 | | | 84 |
| Generator | 82 | | | 82 |
| Hand Tool | 85 | 59 | | 59 |
| Hydraulic Break Ram | 90 | | 10 | 80 |
| Hydraulic Hammer | 73 | | | 73 |
| Impact Wrench | 85 | | 10 | 75 |
| Line Drill | 84 | | 10 | 74 |
| Loader | 80 | | | 80 |
| Man Lift (Hoist) | 85 | 75 | | 75 |
| Masonry Mixer | 75 | | | 75 |
| Pile driving Rig | 85 | | 10 | 75 |
| Pile driver (vibratory) | 95 | 85[4] | 10 | 75 |
| Pneumatic Tool | 85 | | 10 | 75 |
| Pump | 77 | | | 77 |
| Rock Driller | 85 | | 10 | 75 |
| Rubbish Carting Truck | 78 | | | 78 |
| Telehandler | 85 | 74 | | 74 |
| Temp Electrical Plant | 85 | 75 | | 75 |
| Tractor | 84 | | | 84 |
| Welder | 73 | | | 73 |

**Notes:**

[1] Sources: Table 22-1, Noise Emission Reference Level (A-weighted decibels with RMS "slow" time constant), CEQR, May 2010; Transit Noise and Vibration Impact Assessment, Federal Transit Administration (FTA), May 2006.

[2] Sources and references for typical quieter equipment are provided in Appendix D-3-1.

[3] Path controls include noise barriers, enclosures, acoustical panels, and curtains, whichever feasible and practical, and 10 dBA of reduction was assumed.

[4] Typical equipment must meet the sound level standards specified in Subchapter 5 of the New York City Noise Control Code.

# Schedule B

**St. Vincent Hospital Construction Equipment Noise Emission Data**

| Equipment | Equipment Type | Lmax (dBA) at 50 feet | | | | | Resource/Model |
|---|---|---|---|---|---|---|---|
| | | FTA | CEQR | NYC Noise Code | Typical Equipment | Final Lmax | |
| Acetylene Torch | electric | | 73 | | | 73 | CEQR |
| Asphalt Spreaders | diesel | | 85 | | | 85 | CEQR |
| Backhoe | diesel | | 80 | | | 80 | CEQR |
| Bar Bender | gas | | 80 | | | 80 | CEQR |
| Bobcat (Skid Steer) | diesel | | 80 | | | 80 | CEQR |
| Boring Jack Power | diesel | | 80 | | | 80 | CEQR |
| Cherry Picker | diesel | | 85 | | | 85 | CEQR |
| Compactor | gas | | 80 | | | 80 | CEQR |
| Compressor | | | 58 | | | 58 | CEQR |
| Concrete Pump | diesel | | 82 | | | 82 | CEQR |
| Concrete Trowel | gas | | 85 | | | 75 | Path Controls[1] |
| Concrete Truck | diesel | | 85 | | | 85 | CEQR |
| Concrete Vibrator | electric | 76 | | | | 76 | FTA |
| Crab to Erect CW Panels | electric | | NA | | 75 | 75 | Electric Equipment[2] |
| Crane | diesel | | 85 | | | 75 | Noise Curtain or Barrier[3] |
| Crane (Tower Crane) | diesel | | 85 | | | 75 | Noise Curtain or Barrier[3] |
| Delivery Truck | diesel | | 84 | | | 84 | CEQR |
| Drill Rig | diesel | | 84 | | | 74 | Manufacturer's Muffler & Path Controls[4] |
| Dump Truck | diesel | | 84 | | | 84 | CEQR |
| Excavator | diesel | | 85 | | | 85 | CEQR |
| Fuel Truck | diesel | | 84 | | | 84 | CEQR |
| Generator | diesel | | 82 | | | 82 | CEQR |
| Hand Tool | electric | | NA | | 59 | 59 | Typical Equipment[5] |
| Hydraulic Break Ram | diesel | | 90 | | | 80 | Path Controls[1] |
| Hydraulic (Jack) Hammer | diesel | | 73 | | | 73 | CEQR |
| Impact Wrench | air | 85 | | | | 75 | Path Controls[1] |
| Line Drill | diesel | | 84 | | | 74 | Manufacturer's Muffler & Path Controls[4] |
| Loader (front end) | diesel | | 80 | | | 80 | CEQR |
| Man Lift (Hoist) | electric | | 85 | | 75 | 75 | Electric Equipment[2] |
| Masonry Mixer | electric | | 75 | | | 75 | Electric Equipment[2] |
| Pile driving Rig | diesel | | 85 | | | 75 | Manufacturer's Muffler & Path Controls[6] |
| Pile driver (vibratory) | Air | | 95 | 85* | | 75 | Manufacturer's Muffler & Path Controls[6] |
| Pneumatic Tool | gas | | 85 | | | 75 | Path Controls[1] |
| Pump | diesel | | 77 | | | 77 | CEQR |
| Rock Driller | diesel | | 85 | | | 75 | Manufacturer's Muffler & Path Controls[4] |
| Rubbish Carting Truck | diesel | | 78 | | | 78 | CEQR |
| Telehandler | diesel | | NA | | 74 | 74 | Buc Ere - 308 (crane) |
| Temp Elec Plant | electric | | NA | | 75 | 75 | Electric Equipment[2] |
| Tractor | diesel | | 84 | | | 84 | CEQR |
| Welder | electric | | 73 | | | 73 | CEQR |

1. See p8-9 on Chapter 28 "Citywide Construction Noise Mitigation". With mitigation measures, 10 dB reduction was estimated.
2. 75 dBA was assumed for electric equipment at 50 feet.
3. See p17-18 on Chapter 28 "Citywide Construction Noise Mitigation". With mitigation measures, 10 dB reduction was estimated.
4. See p19-20 on Chapter 28 "Citywide Construction Noise Mitigation". With mitigation measures, 10 dB reduction was estimated.
5. Noise from Construction....December 31, 1971. Bolt, Beranek and Newman. p104.
6. See p5-6 on Chapter 28 "Citywide Construction Noise Mitigation". With mitigation measures, 10 dB reduction was estimated.

* New York City Noise Control Code (24-228 (a)(1)).

**Schedule C**

DEP Comment Letter

NYC
Environmental Protection

*Carter H. Strickland, Jr.*
*Commissioner*

**Angela Licata**
Deputy Commissioner
Environmental Planning and Analysis
alicata@dep.nyc.gov

59-17 Junction Boulevard
Flushing, NY 11373
T: (718) 595-4398
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December 12, 2011

Mr. Robert Dobruskin
Director, Environmental Assessment and Review Division
New York City Department of City Planning
22 Reade Street, Room 4E
New York, New York 10007-1216

**Re: Saint Vincent's Campus Redevelopment**
**Block 607, Lot 1 and Block 617, Lot 1**
**DEP # 10DEPTECH034M / CEQR # 10DCP003M**
**New York, New York**

Dear Mr. Dobruskin:

The New York City Department of Environmental Protection, Bureau of Environmental Planning and Analysis (DEP) has reviewed the October 2011 Remedial Action Plan (RAP) and Construction Health and Safety Plan (CHASP) prepared by AKRF, Inc. on behalf of RSV, LLC (c/o Rudin Management Company, Inc.,) and Saint Vincent's Catholic Medical Centers of New York, d/b/a Saint Vincent's Catholic Medical Centers (applicant). The applicant is seeking a number of discretionary actions (zoning map amendments, zoning text amendments, large scale general development permit, etc.,) from the New York City Department of City Planning (DCP) in connection with the proposed development of a primarily residential development and new publicly accessible open space by RSV, LLC, and also the development of a comprehensive health care facility to be owned and operated by the North Shore-Long Island Jewish Health System (NSLIJ). The project site is the former campus of Saint Vincent's Hospital Manhattan, and comprises three sites: the East Site on the east side of Seventh Avenue between West 11th and 12th Streets; the Triangle Site bounded by Seventh Avenue, West 12th Street and Greenwich Avenue; and the O'Toole Building Site on the west side of Seventh Avenue between West 12th and 13th Streets. The vacant former hospital buildings (Coleman/Link Pavilions, Cronin Building, Spellman Pavilion, Reiss Pavilion, Nurses' Residence, and Smith/Raskob Buildings) occupy the East Site. On the Triangle Site the Materials Handling Facility, with loading bays and a connection to the East Site via a tunnel running beneath Seventh Avenue, is unused and the O'Toole Building which continues to house ambulatory care programs, is expected to relocate by the summer of 2011. The proposed zoning map amendment is for a rezoning action of the Seventh Avenue portion of the East Site from C2-6 to C6-2 and a rezoning action of the midblock portion of the East Site from R6 and C1-6 to R8 in the Greenwich Village neighborhood of Manhattan Community District 2. The existing Coleman, Link, and Reiss Pavilions and the Cronin Building on the East Site would be demolished and replaced with new residential buildings, some with retail space and medical offices on the lower floors. The existing Raskob and

Smith Buildings, Spellman Pavilion and Nurses' Residence on the East Site would be converted to residential uses. Existing extensions in the rear yards of the Nurses' Residence and the Spellman Pavilion would be removed for construction of a courtyard in the center of the residential development on the East Site. Construction on the East Site would entail subsurface disturbance to depths of approximately 20 to 25 feet below street grade. The Materials Handling Facility on the Triangle Site would be demolished to allow for the creation of a new publicly accessible open space. The area used for the storage of medical gases on the west end of the Triangle Site would be retained for use by NSLIJ. The existing O'Toole Building would be renovated for use as a Center for Comprehensive Care. The conversion would entail interior demolition and reconstruction, as well as limited expansion of the ground floor and limited subsurface disturbance for the expansion.

The October 2011 RAP proposes the installation of a vapor/moisture barrier on the underside of the new foundation slabs and foundation walls; proper handling, transportation, and disposal of contaminated soil in accordance with applicable NYSDEC regulations; proper removal/closing of underground storage tanks and above-ground storage tanks in accordance with applicable NYSDEC regulations; de-watering into storm/sewer drains in accordance with applicable NYCDEP requirements; dust monitoring; on-site soil will be stockpiled and covered with polyethylene sheeting and installation of at least two feet of certified clean fill in open areas not covered with concrete, asphalt, or pavers. The October 2011 CHASP addresses worker and community health and safety during redevelopment.

Based upon our review of the submitted documentation, we have the following comments/recommendations to DCP:

- DCP should inform the applicant that based on the age of the subject buildings; asbestos containing materials may be present in the on-site structures. These materials should be properly removed and/or managed prior to the start of any renovation/construction activities and disposed of in accordance with all federal, state and local regulations. DCP should also instruct the applicant that appropriate procedures to minimize the potential for injury or exposure to this potential contaminant of concern including all associated information fact sheets or Material Safety Data Sheets should be included in the CHASP.

- DCP should instruct the applicant to include the names and phone numbers of the Site Supervisor and Alternates in the CHASP.

DEP finds the October 2011 RAP and CHASP for the proposed project acceptable as long as the aforementioned information is incorporated into the CHASP. DCP should instruct the applicant that at the completion of the project, a Professional Engineer (P.E.) certified Remedial Closure Report should be submitted to DEP for review and approval for the proposed project. The P.E. certified Remedial Closure Report should indicate that all remedial requirements have been properly implemented (i.e., proper transportation/disposal manifests and certificates from impacted soils removed and properly disposed of in accordance with all NYSDEC regulations, proof of installation of vapor barrier, and two feet of certified clean fill/top soil capping requirement in any landscaped/grass covered areas not capped with concrete/asphalt, etc.).

Future correspondence related to this project should include the following tracking number **10DEPTECH034M**. If you have any questions, you may contact Mr. Wei Yu at (718) 595-4358.

Sincerely,

Maurice S. Winter
Deputy Director, Site Assessment

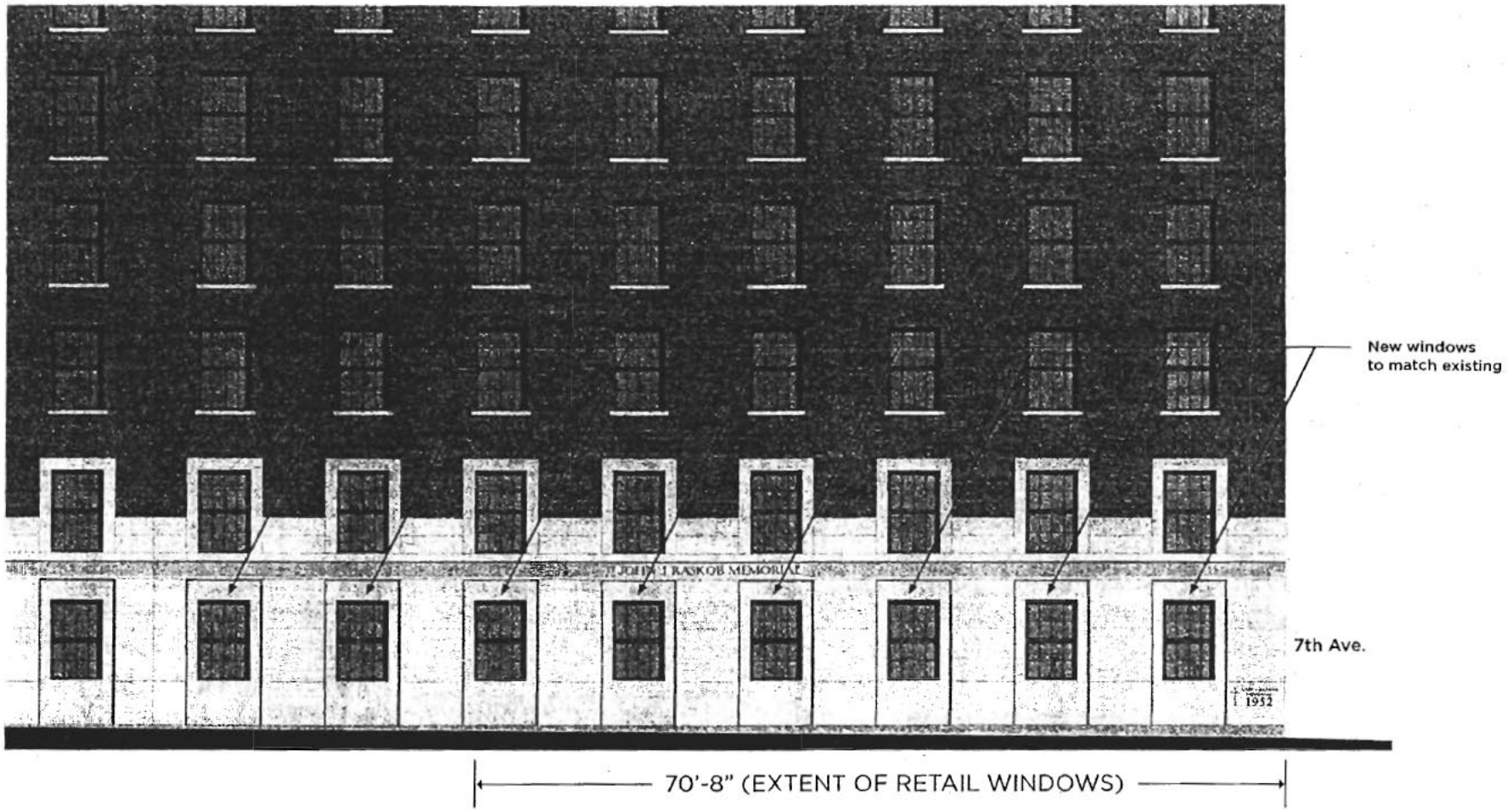
c: E. Mahoney
M. Winter
M. Myrie
W. Yu
T. Estesen
M. Wimbish
C. Evans – DCP
D. McCarthy – DCP
O. Abinader – DCP
File

Exhibit I

Retail Window Diagram

Exhibit I

Retail Window Diagram




**PROPOSED RETAIL WINDOWS AT 12TH STREET**
PARTIAL ELEVATION

RUDIN WEST VILLAGE PROJECT
RUDIN DEVELOPMENT, LLC

SCALE: 1/8"=1'-0"

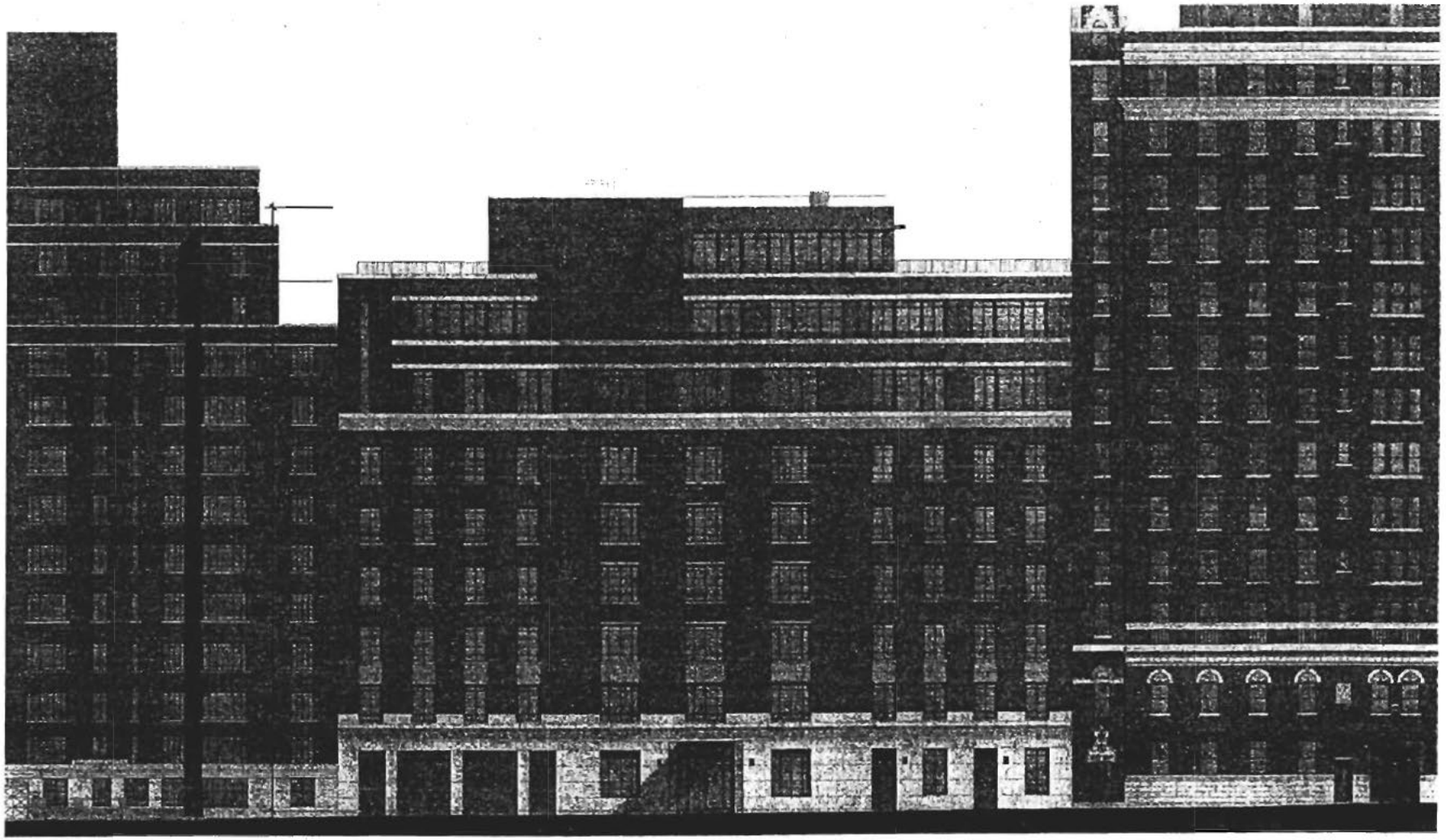
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Exhibit J

LPC Application Design

1111



12TH STREET ELEVATION: PROPOSED REISS BUILDING RENOVATION

WEST VILLAGE RESIDENCES
REISS BUILDING RENOVATION

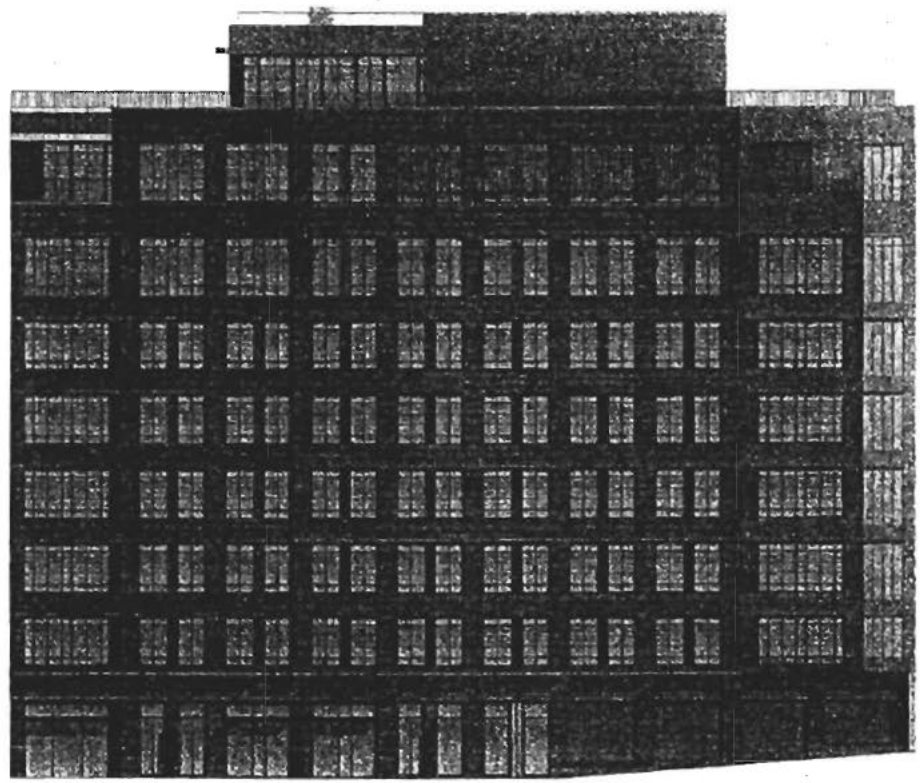
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COURTYARD ELEVATION: PROPOSED REISS BUILDING RENOVATION

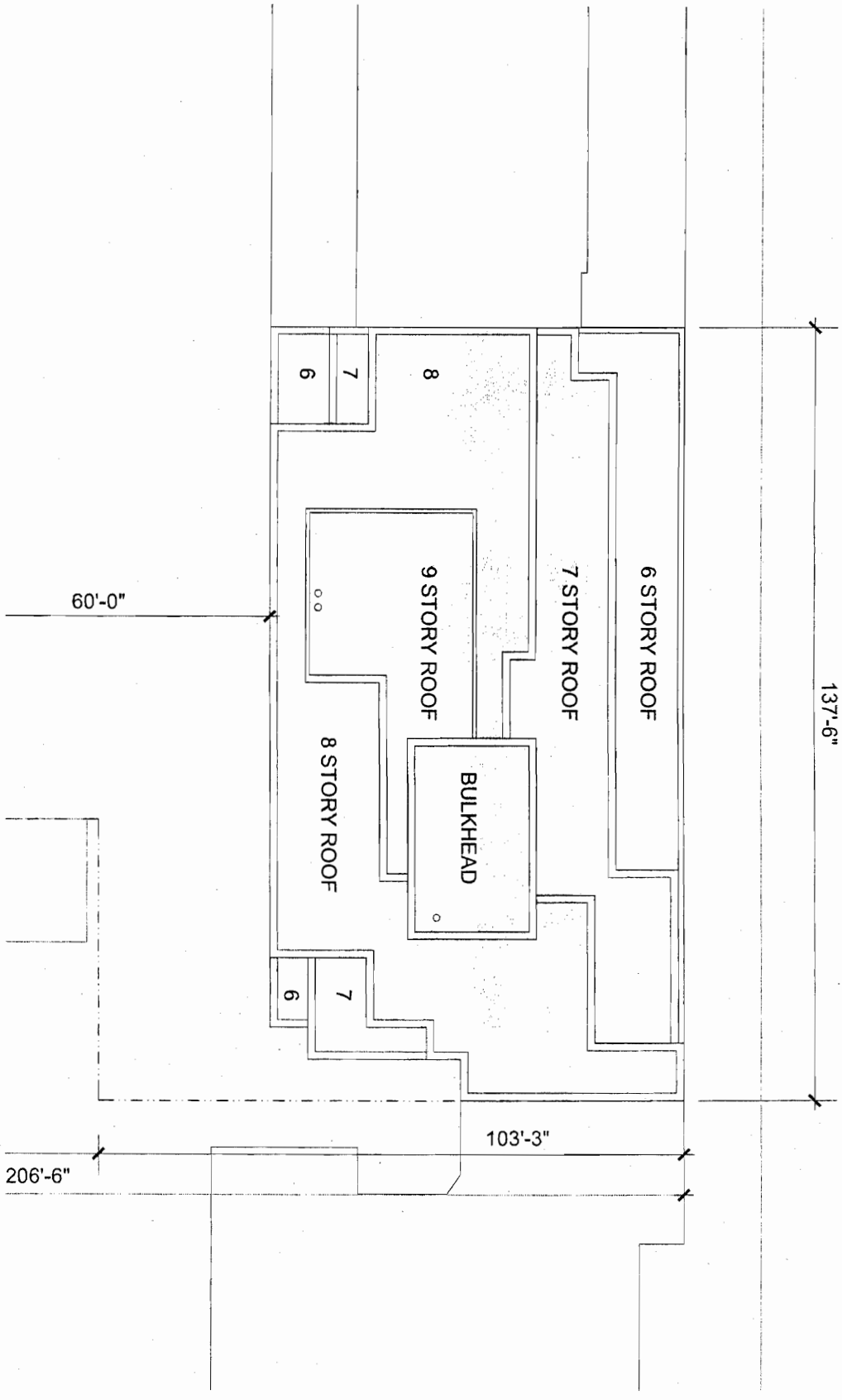
WEST VILLAGE RESIDENCES
REISS BUILDING RENOVATION

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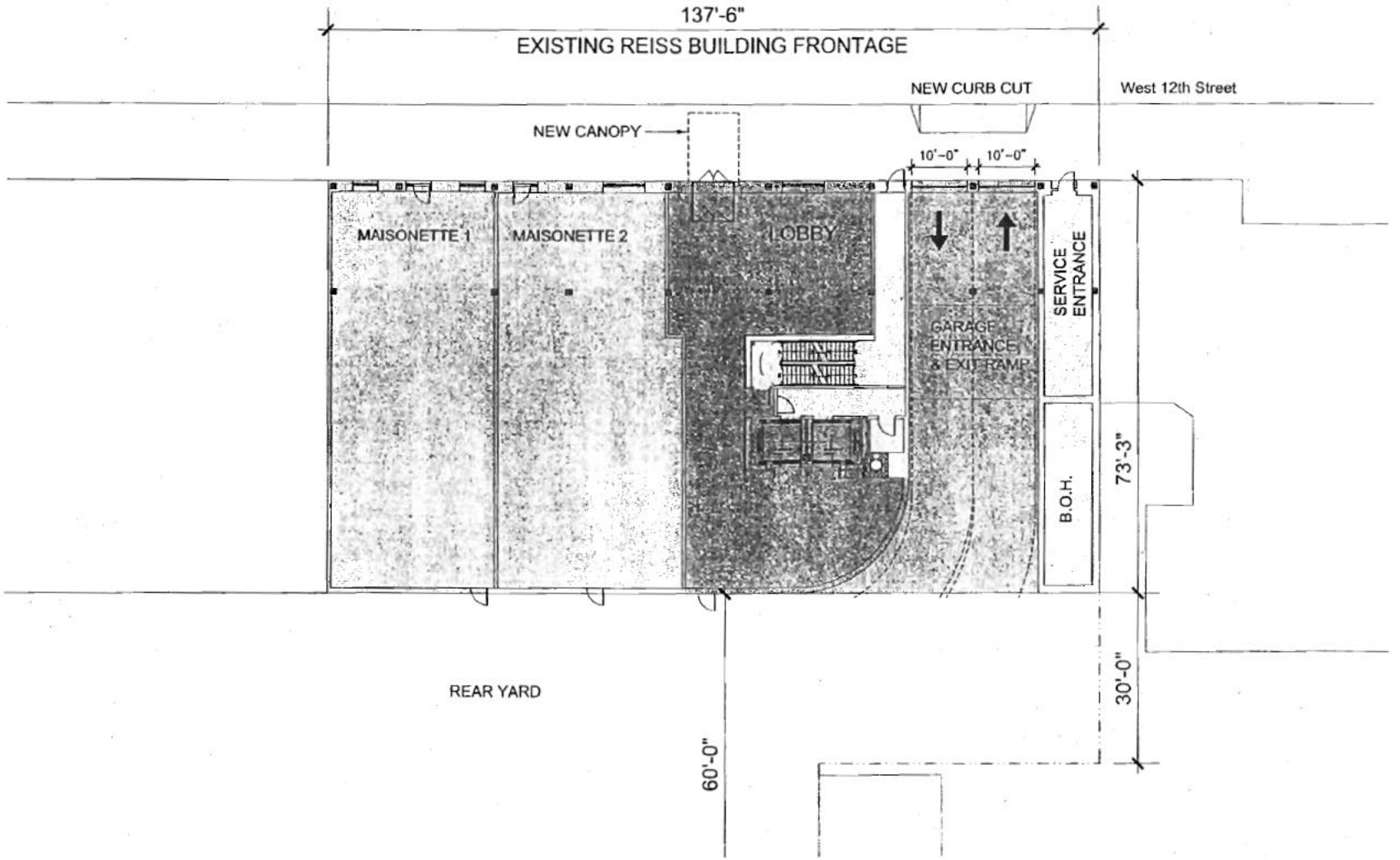

ROOF PLAN

WEST VILLAGE RESIDENCES
REISS BUILDING RENOVATION
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1/16"=1'0"
14 MARCH 2012

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**GROUND FLOOR PLAN**

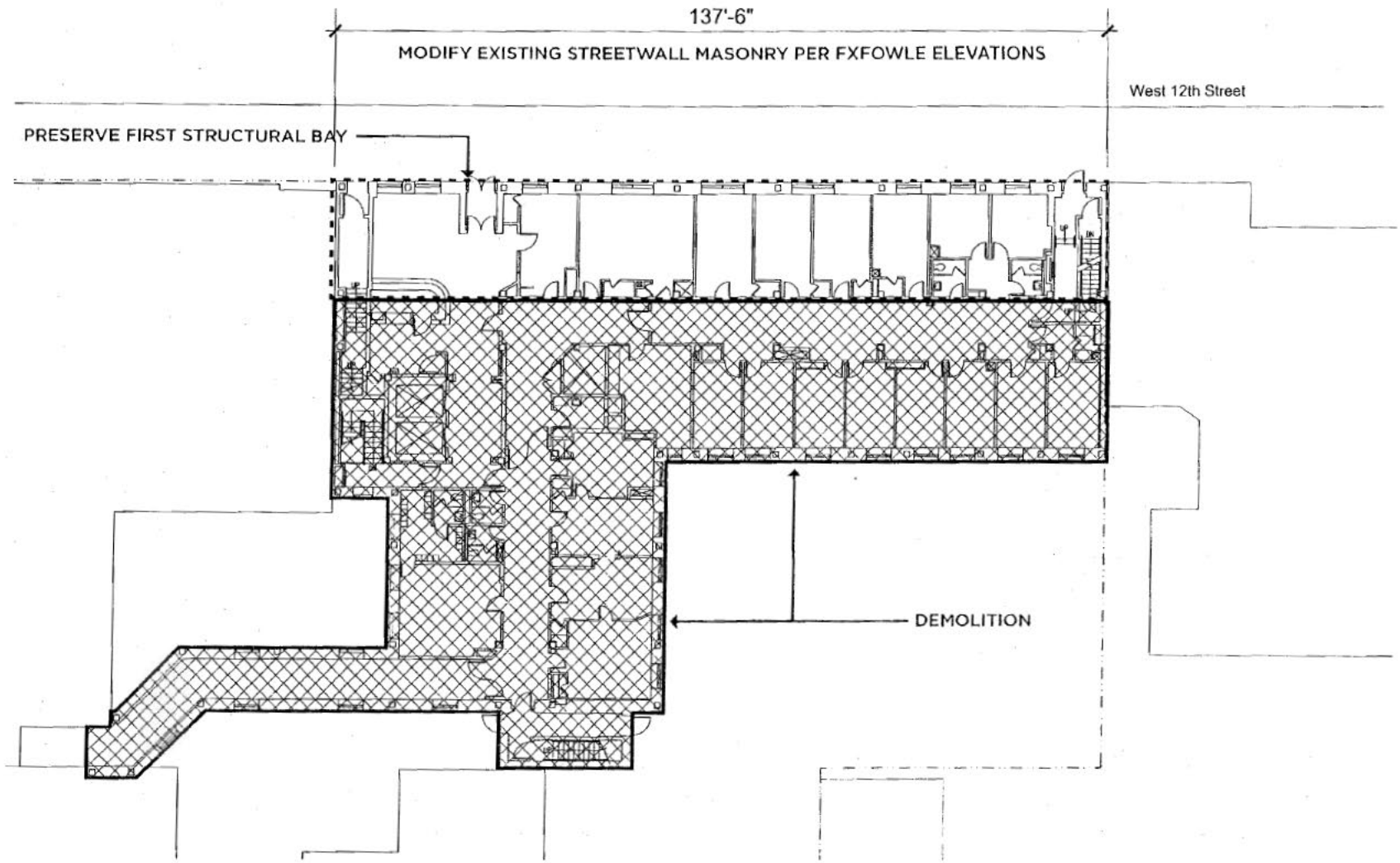
WEST VILLAGE RESIDENCES
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**DEMOLITION PLAN**

WEST VILLAGE RESIDENCES
REISS BUILDING RENOVATION

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# EXHIBIT 25

FORM OF USE AND OCCUPANCY AGREEMENT

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# STANDARD FORM OF CONDOMINIUM APARTMENT LEASE

THE REAL ESTATE BOARD OF NEW YORK, INC.

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**PREAMBLE**: This Lease contains the agreements between You and Owner concerning the rights and obligations of each party. You and Owner have other rights and obligations which are set forth in government laws and regulations.

You should read this Lease carefully. If You have any questions, or if You do not understand any words or statements, get clarification. Once You and Owner sign this Lease, You and Owner will be presumed to have read it and understood it. You and Owner admit that all agreements between You and Owner have been written into this Lease except for obligations arising under the Condominium Documents (as defined in Article 4). You understand that any agreements made before or after this Lease was signed and not written into it will not be enforceable.

**THIS LEASE** is made as of _____ (month) _____ (day) _____ (year) between Owner, the Lessor, West Village Residences LLC whose address is 345 Park Avenue, 33rd Floor, New York, New York 10154 and You, the Lessee, whose address is

**1. APARTMENT AND USE**

Owner agrees to lease to You Condominium Unit _____ (the "Apartment") on the _____ floor in the condominium apartment building at _____ Borough of _____, City and State of New York, which is known as the _____ Condominium (the "Condominium"). You shall use the Apartment for living purposes only. The Apartment may be occupied only by You and the following Permitted Occupants:

You acknowledge that: (i) this Lease may not commence until the Condominium has waived any first refusal rights that it may have with respect to this Lease; and (ii) no other person other than You and the Permitted Occupants may reside in the Apartment without the prior written consent of the Owner and the Condominium.

**2. LENGTH OF LEASE**

The term (that means the length) of this Lease will begin on ----SEE RIDER--- and will end on ----SEE RIDER---. If You do not do everything You agree to do in this Lease, Owner may have the right to end this Lease before the ending date. If Owner does not do everything that Owner agrees to do in this Lease, You may have the right to end the Lease before the ending date. You acknowledge that the term of this Lease may be reduced as authorized by Article 6.

**3. RENT**

Your monthly rent for the Apartment is $_____. You must pay Owner the rent, in advance, on the first day of each month either to Owner at the above address or at another place that Owner may inform You of by written notice. You must pay the first month's rent to Owner when You sign this Lease if the Lease begins on the first day of the month. If the Lease begins after the first day of the month, You must pay when You sign this Lease: (I) the part of the rent from the beginning date of this Lease until the last day of the month, and (ii) the full rent for the next full calendar month.

**4. CONDOMINIUM DOCUMENTS**

This Lease shall be subject and subordinate to: (i) the Declaration of Condominium; (ii) the Rules and Regulations of the Condominium (which are sometimes called House Rules); and (iii) the By-Laws of the Condominium. (The Declaration, the Rules and Regulations and the By-Laws of the Condominium and all amendments thereto, including any amendments subsequent to the date hereof, are collectively called the "Condominium Documents".) In the event of any inconsistency between the provisions of this Lease and the Condominium Documents, the provisions of the Condominium Documents shall govern and be binding.

You and the Permitted Occupants of the Apartment shall faithfully observe and comply with the Condominium Documents, other than the provisions of the Condominium Documents required to be performed by Owner (which include the payment of common charges for the Apartment to the Condominium). You and the Permitted Occupants of the Apartment shall not undertake any action which, if performed by Owner, would constitute a violation of the Condominium Documents. You have reviewed the Condominium Documents or waived their examination.

**5. SECURITY DEPOSIT**

You are required to give Owner the sum of $____ when You sign this Lease as a security deposit, which is called in law a trust. Owner will deposit this security in _____ bank at _____, New York. This security account shall not bear interest.

If You carry out all of your agreements in this Lease and if You move out of the Apartment and return it to Owner in the same condition it was in when You first occupied it, except for ordinary wear and tear or damage caused by fire or other casualty through no fault of your own, Owner will return to You the full amount of your security deposit within 60 days after this Lease ends. However, if You do not carry out all your agreements in this Lease, Owner may keep all or part of your security deposit which has not yet been paid to You necessary to pay Owner for any losses incurred, including missed payments.

If Owner sells the Apartment, Owner will turn over your security either to You or to the person buying the Apartment within 5 days after the sale. Owner will then notify You, by registered or certified mail, of the name and address of the person or company to whom the deposit has been turned over. In such case, Owner will have no further responsibility to You for the security deposit. The new owner will become responsible to You for the security deposit.

**6. IF YOU ARE UNABLE TO MOVE IN**

A situation could arise which might prevent Owner from letting You move into the Apartment on the beginning date set in this Lease. If this happens for reasons beyond Owner's reasonable control, including the failure to obtain a waiver of any first refusal right that the Condominium may have with respect to this Lease prior to the beginning date, Owner will not be responsible for your damages or expenses and this Lease will remain in effect. However, in such case, the Lease will start on the date when You can move in; the ending date of this Lease as specified in Article 2 will remain the same. You will not have to pay rent until the move-in date Owner gives You by written notice, or the date You move in, whichever is earlier. If Owner does not give You notice that the move-in date is within 30 days after the beginning date of the term of this Lease as stated in Article 2, this Lease shall be canceled and all prepaid rent and security deposit shall be promptly returned to You.

**7. CAPTIONS**

In any dispute arising under this Lease, in the event of a conflict between the text and a caption, the text controls.

**8. WARRANTY OF HABITABILITY**

A. All of the sections of this Lease are subject to the provisions of the Warranty of Habitability Law in the form it may have from time to time during this Lease. Nothing in this Lease can be interpreted to mean that You have given up any of your rights under that law. Under that law, Owner agrees that the Apartment is fit for human habitation and that there will be no conditions which will be detrimental to life, health or safety.

B. You will do nothing to interfere to make more difficult the Condominium's efforts to provide You and all other occupants of the Condominium with the required facilities and services. Any condition caused by your misconduct or the misconduct of anyone under your direction or control shall not be a breach by Owner.

**9. CARE OF YOUR APARTMENT; END OF LEASE-MOVING OUT**

A. You will take good care of the Apartment and will not permit or do any damage to it, except for damage which occurs through ordinary wear and tear. You will move out on or before the ending date of this Lease and leave the Apartment in good order and in the same condition as it was when You first occupied it, except for ordinary wear and tear and damage caused by fire or other casualty through no fault of your own.

B. When the Lease ends, You must remove all of your movable property. You must also remove at your own expense, any wall covering, bookcases, cabinets, mirrors, painted murals or any other installation or attachment You may have installed in the Apartment, even if it was done with Owner's consent. If the Condominium imposes any "move-out" deposits or fees, You shall pay any such deposit or fee when requested by the Condominium. You must restore and repair to its original condition those portions of the Apartment affected by those installations and removals. You have not moved out until all persons, furniture and other property of yours is also out of the Apartment. If your property remains in the Apartment after the Lease ends, Owner may either treat You as still in occupancy and charge You for use, or may consider that You have given up the Apartment and any property remaining in the Apartment. In this event, Owner may either discard the property or store it at your expense. You agree to pay Owner for all costs and expenses incurred in removing such property. The provisions of this article will continue to be in effect after the end of this Lease.

**10. CHANGES AND ALTERATIONS TO APARTMENT**

You cannot build in, add to, change or alter, the Apartment in any way, including wallpapering, painting, repainting, or other decorating, without first obtaining the prior written consent of Owner and, if required under the Condominium Documents, the Condominium. Without Owner's and/or the Condominium's prior written consent, You cannot install or use in the Apartment any of the following: dishwasher machines, clothes washing or drying machines, electric stoves, garbage disposal units, heating, ventilating or air conditioning units or any other electrical equipment which, in Owner's and/or the Condominium's opinion, will overload the existing wiring installation in the Condominium or interfere with the use of such electrical wiring facilities by other occupants of the Condominium. Also, You cannot place in the Apartment water-filled furniture.

**11. YOUR DUTY TO OBEY AND COMPLY WITH LAWS, REGULATIONS AND RULES**

A. GOVERNMENT LAWS AND ORDERS. You will obey and comply: (i) with all present and future city, state and federal laws and regulations which affect the Condominium or the Apartment, and (ii) with all orders and regulations of insurance rating organizations which affect the Apartment and the Condominium. You will not allow any windows in the Apartment to be cleaned from the outside unless the prior written consent of the Condominium is obtained.

B. CONDOMINIUM'S RULES AFFECTING YOU. You will obey all of the Condominium Documents other than the provisions of the Condominium Documents required to be performed by Owner.

C. YOUR RESPONSIBILITY. You are responsible for the behavior of yourself, the Permitted Occupants of the Apartment, your servants and people who are visiting You. You will reimburse Owner as additional rent upon demand for the cost of all losses, damages, fines and reasonable legal expenses incurred by Owner because You, the Permitted Occupants of the Apartment, servants or people visiting the Apartment, have not obeyed government laws and orders, the Condominium Documents or this Lease.

**12. OBJECTIONABLE CONDUCT**

You, the Permitted Occupants of the Apartment, servants or people visiting the Apartment will not engage in objectionable conduct at the Condominium. Objectionable conduct means behavior which makes or will make the Apartment or the Condominium less fit to live in for You or other occupants. It also means anything which interferes with the right of others to properly and peacefully enjoy their apartments, or causes conditions that are dangerous, hazardous, unsanitary and detrimental to other occupants of the Condominium. Objectionable conduct by You gives Owner the right to end this Lease.

**13. SERVICES AND FACILITIES**

A. REQUIRED SERVICES. The Condominium will provide cold and hot water and heat, as required by law, repairs to the Apartment, as required by the Condominium Documents, elevator service if the Condominium has elevator equipment, and the utilities, if any, included in the rent, as set forth in subparagraph B. You are not entitled to any rent reduction because of a stoppage or reduction of any of the above services unless it is provided by law.

B. The following utilities are included in the rent See Rider.

C. ELECTRICITY AND OTHER UTILITIES. If the Condominium provides electricity or gas for a separate, submetered charge, your obligations to the Condominium and/or Owner are described in a rider attached to this Lease. If electricity or gas is not included in the rent and is not charged separately by the Condominium and/or Owner, You must arrange for this service directly with the utility company. You must also pay directly for telephone service and cable television service if the cost of any such service is not included in the rent.

D. APPLIANCES. Appliances supplied by Owner in the Apartment are for your use. They are in good working order on the date hereof and will be maintained and repaired or replaced by Owner, but if repairs or replacement are made necessary because of your negligence or misuse, You will pay Owner for the cost of such repair or replacement as additional rent.

E. FACILITIES. If the Condominium permits Owner to use any storeroom, storage bin, laundry or any other facility located in the Condominium but outside of the Apartment, and provided such use is transferable to You by Owner pursuant to the Condominium Documents, the use of any such facility will be furnished to You free of charge and at your own risk. You will operate at your expense any coin operated appliances located in any such facility.

**14. INABILITY TO PROVIDE SERVICES**

Because of a strike, labor, trouble, national emergency, repairs, or any other cause beyond Owner's and the Condominium's reasonable control, Owner and the Condominium may not be able to provide or may be delayed in providing any services or in making any repairs to the Apartment and/or the Condominium. In any of these events, any rights You may have against Owner are only those rights which are allowed by laws in effect when the reduction in service occurs.

**15. ENTRY TO APARTMENT**

During reasonable hours and with reasonable notice, except in emergencies, Owner, Owner's representatives and agents or employees of the Condominium may enter the Apartment for the following reasons:

A. To erect, use and maintain pipes and conduits in and through the walls and ceilings of the Apartment; to inspect the Apartment; and to make any necessary repairs or changes Owner or the Condominium decide are necessary. Your rent will not be reduced because of any of this work, unless the common charges payable by Owner to the Condominium are reduced.

B. To show the Apartment to persons who may wish to become owners of the Apartment or may be interested in lending money to Owner.

C. For two months before the end of the Lease, to show the Apartment to persons who wish to lease it.

D. If, during the last month of the Lease, You have moved out and removed all or almost all of your property from the Apartment, Owner may enter to make changes, repairs or redecorations. Your rent will not be reduced for that month and this Lease will not be ended by Owner's entry.

E. If, at any time, You are not personally present to permit Owner, Owner's representatives or the agents and employees of the Condominium, to enter the Apartment and entry is necessary or allowed by law, under the Condominium Documents or this Lease, Owner, Owner's representatives or the agents and employees of the Condominium may nevertheless enter the Apartment. Owner, Owner's representatives or the agents and employees of the Condominium may enter by force in an emergency. Owner will not be responsible to You, unless during this entry, any authorized party is negligent or misuses your property.

**16. ASSIGNING; SUBLETTING; ABANDONMENT**

A. Assigning and Subletting. You cannot assign this Lease or sublet the Apartment. You acknowledge that Owner may refuse any request made by You to assign this Lease or to sublet the Apartment for any reason or no reason.

B. Abandonment. If You move out of the Apartment (abandonment) before the end of this Lease without the consent of Owner, this Lease will not be ended. You will remain responsible for each monthly payment of rent as it becomes due until the end of this Lease. In case of abandonment your responsibility for rent will end only if Owner chooses to end this Lease for default as provided in Article 17.

**17. DEFAULT**

A. You default under the Lease if You act in any of the following ways:

(i) You fail to carry out any agreement or provision of this Lease;
(ii) You, a Permitted Occupant of the Apartment, servants or people visiting the Apartment behave in an objectionable manner;
(iii) You, a Permitted Occupant of the Apartment, servants or people visiting the Apartment violate any of the Condominium Documents;
(iv) You do not take possession or move into the Apartment 15 days after the beginning of this Lease; or
(v) You and the Permitted Occupants of the Apartment move out permanently before this Lease ends.

If You do default in any one of these ways, other than a default in the agreement to pay rent, Owner may serve You with a written notice to stop or correct the specified default within 10 days. You must then either stop or correct the default within 10 days, or, if You need more than 10 days, You must begin to correct the default within 10 days and continue to do all that is necessary to correct the default as soon as possible.

B. If You do not stop or begin to correct a default within 10 days, Owner may give You a second written notice that this Lease will end 6 days after the date the second written notice is sent to You. At the end of the 6-day period, this Lease will end, You then must move out of the Apartment. Even though this Lease ends, You will remain liable to Owner for unpaid rent up to the end of this Lease, the value of your occupancy, if any, after the Lease ends, and damages caused to Owner after that time as stated in Article 18.

C. If You do not pay your rent when this Lease requires after a personal demand for rent has been made, or within 3 days after a statutory written demand for rent has been made, or if the Lease ends Owner may do the following: (i) enter the Apartment and retake possession of it if You have moved out; (ii) go to court and ask that You and all other occupants in the Apartment be compelled to move out.

Once this Lease has been ended, whether because of default or otherwise, You give up any right You might otherwise have to reinstate this Lease.

**18. REMEDIES OF OWNER AND YOUR LIABILITY**

If this Lease is ended by Owner because of your default, the following are the rights and obligations of You and Owner.

A. You must pay your rent until this Lease has ended. Thereafter, You must pay an equal amount for what the law calls "use and occupancy" until You actually move out.

B. Once You are out, Owner may re-rent the Apartment or any portion of it for a period of time which may end before or after the ending date of this Lease. Owner may re-rent to a new subtenant at a lesser rent or may charge a higher rent than the rent in this Lease.

C. Whether the Apartment is re-rented or not, You must pay to Owner as damages:

(i) the difference between the rent in this Lease and the amount, if any, of the rents collected in any later lease of the Apartment for what would have been the remaining period of this Lease; and
(ii) Owner's expenses for the cost of putting the Apartment in good condition for re-rental; and
*** (iii) Owner's expenses for attorney's fees (*Delete if inapplicable*).

D. You shall pay all damages due in monthly installments on the rent day established in this Lease. Any legal action brought to collect one or more monthly installments of damages shall not prejudice in any way Owner's right to collect the damages for a later month by a similar action. If the rent collected by Owner from a subsequent subtenant of the Apartment is more than the unpaid rent and damages which You owe Owner, You cannot receive the difference. Owner's failure to re-rent to another subtenant will not release or change your liability for damages, unless the failure is due to Owner's deliberate inaction.

**19. ADDITIONAL OWNER REMEDIES**

If You do not do everything You have agreed to do, or if You do anything which shows that You intend not to do what You agreed to do, Owner has the right to ask a Court to make You carry out your agreement or to give the Owner such other relief as the Court can provide. This is in addition to the remedies in Article 17 and 18 of this Lease.

**20. FEES AND EXPENSES**

A. You must reimburse Owner for any of the following fees and expenses incurred by Owner:

(i) Making any repairs to the Apartment or the Condominium, including any appliances in the Apartment, which result from misuse or negligence by You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You;
(ii) Correcting any violations of city, state or federal laws or orders and regulations of insurance rating organization concerning the Apartment or the Condominium which You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You have caused;

(iii) Preparing the Apartment for the next tenant if You move out of the Apartment before the Lease ending date without Owner's prior written consent;

*** (iv) Any legal fees and disbursements for legal actions or proceedings brought by Owner against You because of a default by You for defending lawsuits brought against Owner because of the actions of You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You (*Delete if inapplicable*);

(v) Removing all of your property after this Lease is ended;

(vi) Any miscellaneous charges payable to the Condominium for services You requested that are not required to be furnished You under this Lease for which You have failed to pay the Condominium and which Owner has paid;

(vii) All other fees and expenses incurred by Owner because of the failure to obey any other provisions and agreements of this Lease or the Condominium Documents by You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You.

These fees and expenses shall be paid by You to Owner as additional rent within 30 days after You receive Owner's bill or statement. If this Lease has ended when these fees and expenses are incurred, You will still be liable to Owner for the same amount as damages.

B. Owner agrees that unless subparagraph (iv) of subparagraph 20 A has been stricken out of this Lease, You have the right to collect reasonable legal fees and expenses incurred in a successful defense by You of a lawsuit brought by Owner against You or brought by You against Owner to the extent provided by Real Property Law Section 234.

C. You shall pay the Condominium on demand for the cost of any miscellaneous charges payable to the Condominium for services You requested that are not required to be furnished You under this Lease.

**21. PROPERTY LOSS, DAMAGES OR INCONVENIENCE**

Unless caused by the negligence or misconduct of Owner, Owner's representatives or the agents and employees of the Condominium, none of these authorized parties are responsible to You for any of the following: (i) any loss of or damage to You or your property in the Apartment or the Condominium due to any accidental or intentional cause, even a theft or another crime committed in the Apartment or elsewhere in the Condominium; (ii) any loss of or damage to your property delivered to any agent or employee of the Condominium (i.e. doorman, superintendent, etc.); or (iii) any damage or inconvenience caused to You by actions, negligence or violations of lease or the Condominium Documents made by any other tenant or person in the Condominium except to the extent required by law.

Owner will not be liable for any temporary interference with light, ventilation, or view caused by construction by or on behalf of the Condominium. Owner will not be liable for any such interference on a permanent basis caused by construction on any parcel of land not owned by Owner or the Condominium. Owner will not be liable to You for such interference caused by the permanent closing, darkening or blocking up of windows, if such action is required by law. None of the foregoing events will cause a suspension or reduction of the rent or allow You to cancel the Lease.

**22. FIRE OR CASUALTY**

A. If the Apartment becomes unusable, in part or totally, because of fire, accident or other casualty, this Lease will continue unless ended by Owner under subparagraph C below or by You under subparagraph D below. However, the rent will be reduced immediately. This reduction will be based upon the square footage of the part of the Apartment which is unusable.

B. Owner and/or the Condominium will repair and restore the Apartment, unless Owner decides to take actions described in subparagraph C below.

C. After a fire, accident or other casualty in the Building, the Condominium may decide to tear down the Condominium building or to substantially rebuild it. In such case, Owner need not restore the Apartment but may end this Lease. Owner may do this even if the Apartment has not been damaged, by giving You written notice of this decision within 30 days after the date when the damage occurred. If the Apartment is unusable when Owner gives You such notice, this Lease will end 60 days from the last day of the calendar month in which You were given the notice.

D. If the Apartment is completely unusable because of fire, accident or other casualty and it is not repaired in 30 days, You may give Owner written notice that You end the Lease. If You give that notice, this Lease is considered ended on the day that the fire, accident or casualty occurred. Owner will promptly refund your security deposit and the pro-rata portion of rents paid for the month in which the casualty happened.

E. Unless prohibited by the applicable policies, to the extent that such insurance is collected, You and Owner release and waive all right of recovery against the other or anyone claiming through or under each by way of subrogation.

F. You acknowledge that if fire, accident, or other casualty causes damage to any of your personal property in the Apartment, including, but not limited to your furniture and clothes, neither the Owner nor the Condominium will be responsible to You for the repair or replacement of any such damaged personal property unless such damage was as a result of the Owner's or the Condominium's negligence.

**23. PUBLIC TAKING**

The entire Condominium or a part of it can be acquired (condemned) by any government or government agency for a public or quasi-public use or purpose. If this happens, this Lease shall end on the date the government or agency take title. You shall have no claim against Owner for any damage resulting; You also agree that by signing this Lease, You assign to Owner any claim against the government or government agency for the value of the unexpired portion of this Lease.

**24. SUBORDINATION CERTIFICATE AND ACKNOWLEDGMENTS**

All mortgages of the Apartment now in effect or made after this Lease is signed, and any lien created by the Condominium Documents come ahead of this Lease. In other words, this Lease is "subject and subordinate to" any lien created by the Condominium Documents and existing or future mortgages on the Apartment, including any renewals, consolidations, modifications and replacements of any such mortgage. If certain provisions of any such mortgage or the Condominium Documents come into effect, the holder of any such mortgage or the Condominium can end this Lease and such parties may commence legal action to evict You from the Apartment. If this happens, You acknowledge that You have no claim against Owner, the Condominium or such mortgage holder. If Owner requests, You will sign promptly an acknowledgment of the "subordination" in the form that Owner may requires.

You also agree to sign (if accurate) a written acknowledgment to any third party designated by Owner that this Lease is in effect, that Owner is performing Owner's obligations under this Lease and that You have no present claim against Owner.

**25. YOUR RIGHT TO LIVE IN AND USE THE APARTMENT**

Provided the Condominium waives any right of first refusal it may have with respect to this Lease, if You pay the rent and any required additional rent on time and You do everything You have agreed to do in this Lease, your tenancy cannot be cut off before the ending date, except as provided for in Articles 22, 23 and 24.

**26. *BILLS AND NOTICE***

A. Notices to You. Any notice from Owner or Owner's agent or attorney will be considered properly given to You if it is: (i) in writing, (ii) signed by or in the name of Owner or Owner's agent, and (iii) addressed to You at the Apartment and delivered to You personally or sent by registered or certified mail to You at the Apartment. The date of service of any written notice by Owner to You under this agreement is the date of delivery or mailing of such notice.

B. Notices to Owner. If You wish to give a notice to Owner, You must write it and deliver it or send it by registered or certified mail to Owner at the address noted on page 1 of this Lease or to another address of which Owner or Agent has given You written notice.

**27. GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM**

A. Both You and Owner agree to give up the right to a trial by jury in a court action, proceeding or counterclaim on any matters concerning this Lease, the relationship of You and Owner as lessee and lessor or your use or occupancy of the Apartment. This agreement to give up the right to a jury trial does not include claims or personal injury or property damage.

B. If Owner begins any court action or proceeding against You which asks that You be compelled to move out, You cannot make a counterclaim unless You are claiming that Owner has not done what Owner is supposed to do about the condition of the Apartment or the Condominium.

**28. NO WAIVER OF LEASE PROVISIONS**

A. Even if Owner accepts your rent or fails once or more often to take action against You when You have not done what You have agreed to do in this Lease the failure of Owner to make action or Owner's acceptance of rent does not prevent Owner from taking action at a later date if You against do not do what You have agreed to do.

B. Only a written agreement between You and Owner can waive any violation of this Lease.

C. If You pay and Owner accepts an amount less than all the rent due, the amount received shall be considered to be in payment of all or part of the earliest rent due. It will not be considered an agreement by Owner to accept this lesser amount in full satisfaction of all of the rent due unless there is a written agreement between You and Owner.

D. Any agreement to end this Lease and also to end the rights and obligations of You and Owner must be in writing, signed by You and Owner or Owner's agent. Even if You give keys to the Apartment and they are accepted by either any employee or agent of the Condominium, Owner's representatives or Owner, this Lease is not ended.

E. This Lease, or any provision hereof, may not be modified, amended, extended, waived or abrogated without the prior written consent of the Condominium.

**29. CONDITION OF THE APARTMENT**

When You signed this Lease, You did not rely on anything said by Owner, Owner's representatives or the Condominium's employees, agents, or superintendent about the physical condition of the Apartment, the Condominium or the land on which is built. You did not rely on any promises as to what would be done, unless what was said or promised is written in this Lease and signed by both You and Owner. Before signing this Lease, You have inspected the Apartment and You accept it in its present condition "as is", except for any condition which You could not reasonably have seen during your inspection. You agree that Owner has not promised to do any work in the Apartment except as specified in a rider attached to this Lease.

**30. DEFINITIONS**

A. Owner: The term "Owner" means the person or organization receiving or entitled to receive rent from You for the Apartment at any particular time other than a rent collector or managing agent of Owner. "Owner" is the person or organization that owns legal title to the Apartment. It does not include a former Owner, even if the former Owner signed this Lease.

B. You. The term "You" means the person or persons signing this Lease as lessee and the successors and assigns of the signer. This Lease has established a lessor-lessee relationship between Owner and You.

**31. SUCCESSOR INTERESTS**

The agreements in this Lease shall be binding on Owner and You and on those who succeed to the interest of Owner or You by law, by approved assignment or by transfer.

**32. INSURANCE**

You may obtain liability insurance insuring You, the Permitted Occupants of the Apartment, your servants and people visiting the Apartment, and personal property insurance insuring your furniture and furnishings and other items of personal property located in the Apartment. You may not maintain any insurance with respect to any furniture or furnishings belonging to Owner that are located in the Apartment. You acknowledge that Owner may not be required to maintain any insurance with respect to the Apartment.

**33. WAIVER OF CONDOMINIUM'S FIRST REFUSAL RIGHT *[DELETE IF INAPPLICABLE]***

You shall furnish to the Condominium or its managing agent, within 5 business days after the date of this Lease, such personal and financial references and additional information concerning You and the Permitted Occupants of the Apartment as may be requested in order to obtain the waiver of the Condominium's right of first refusal with respect to this Lease, including the submission of any application requested by the Condominium.

You acknowledge that this Lease will not commence and that You and the Permitted Occupants shall have no right to occupy the Apartment until the waiver of the Condominium's right of first refusal with respect to this Lease is obtained. If such waiver has not been obtained by the date specified in Article 2 as the beginning date of this Lease, You shall have no obligation to pay rent until such waiver has been obtained. All rent prepaid for the period You are unable to occupy the Apartment because of the failure to obtain such waiver shall be applied by Owner to subsequent rent payable hereunder. If such waiver is not obtained within 30 days after the date specified in Article 2 as the beginning date of this Lease, this Lease shall be canceled and all prepaid rent and security deposit shall be promptly returned to You.

**34. FURNITURE *[DELETE IF INAPPLICABLE]***

The Apartment is being leased as fully furnished; a rider attached to this Lease lists all furniture and furnishings contained in the Apartment. You shall accept the furniture and furnishings contained in the Apartment "as is" on the commencement date of this Lease. Owner represents that all such furniture and furnishings are in good repair and in working order on the commencement date of this Lease except as may be noted in such rider.

You shall take good care of the furniture and furnishings in the Apartment during the pendency of this Lease and shall be liable for any damages caused by You to such furniture and furnishings. You shall not be responsible for any damages to such furniture and furnishings not caused by You or caused by ordinary wear and tear. You shall surrender such furniture and furnishings when this Lease terminates in the same condition as on the date this Lease commenced, subject to ordinary wear and tear. If any repairs are required to the furniture and furnishings in the Apartment when this Lease terminates, You shall pay Owner upon demand the cost of any required repairs.

You may not remove any furniture or furnishings from the Apartment or change the location of any such furniture or furnishings during the pendency of this Lease without Owner's prior written consent.

**35. BROKER [*DELETE EITHER SUBPARAGRAPH A OR B*]**

A. You represent to Owner that You have not dealt with any real estate broker(s) in connection with the leasing of the Apartment other than _____, [and that _____ is your real estate broker in connection with the leasing of the Apartment (Delete bracket if inapplicable)]. You will compensate such broker(s) in accordance with a separate agreement. You shall indemnify and hold Owner harmless from any and all loss incurred by Owner as a result of a breach of the foregoing representations.

B. You represent to Owner that you have not dealt with any real estate broker in connection with the leasing of the Apartment. You shall indemnify and hold Owner harmless from any and all loss incurred by Owner as a result of a breach of the foregoing representation.

**36. YOUR OPTION TO RENEW [*DELETE IF INAPPLICABLE*]**

A. You shall have the right to extend the term of this Lease for _____ year(s) commencing _____ and ending on _____, (the "Extension Term") provided: (i) You give Owner notice (the "Extension Notice"), in the manner required under this Lease, of your election to extend the term of this Lease, (ii) the Election Notice must be given Owner at least _____ days prior to the ending date of this Lease stated in Article 2; and (iii) You may not be in default of any provisions of the Lease when the Extension Notice is given and on the commencement date of the Extension Term. If You fail to send the Extension Notice to Owner by the date specified herein, this Article 36 shall be of no further force and effect.

B. The monthly rent payable by You during the Extension Term shall be $_____.

C. All provisions of this Lease, except as modified by this Article 36, shall remain in full force and effect during the Extension Term.

**37. LEAD PAINT DISCLOSURE [*DELETE IF THE CONDOMINIUM WAS ERECTED AFTER 1978*]**

Simultaneously with the execution of this Lease, You and Owner shall sign and complete the disclosure of information on lead-based paint and/or lead-based paint hazards annexed as a rider attached to this Lease. You acknowledge receipt of the pamphlet, "Protect Your Family From Lead in Your Home" prepared by the United States Environmental Protection Administration.

**38. PETS [*DELETE EITHER SUBPARAGRAPH A OR B*]**

A. You may not keep any pets in the Apartment.

B. If authorized by the Condominium Documents, You may keep pets in the Apartment provided: (i) You obtain the prior written consent of Owner; and (ii) You comply with the Condominium Documents with respect to the keeping of pets in the Condominium.

**39. KEYS**

Owner shall retain keys to all locks of the Apartment. If You make any changes to any such lock, You must deliver keys to Owner, and to the Condominium or its managing agent. At the end of this Lease, You must deliver to Owner all keys to the Apartment. If You fail to return any keys, You shall pay Owner the cost of replacing any such keys.

**40. WINDOW GUARDS**

You shall complete and deliver to the Condominium, when requested, a notice with respect to the installation of window guards in the Apartment in the form required by the City of New York. You acknowledge that it is a violation of law to refuse, interfere with installation, or remove window guards where required.

**41. OWNER'S DEFAULT TO CONDOMINIUM**

If: (i) Owner defaults in the payment to the Condominium of common charges or other assessments payable to the Condominium with respect to the Apartment; (ii) the Condominium notifies You of such default; and (iii) the Condominium instructs You to pay the rent under this Lease to the Condominium, then You shall pay all future installments of rent payable under this Lease to the Condominium until such time as the Condominium advises that the Owner's default has been cured. Owner acknowledges that if You pay any installment of rent payable under this Lease to the Condominium as herein provided, You have satisfied your obligation to pay any such installment of rent to Owner. Nothing contained in this Article shall suspend your obligation to pay rent under this Lease.

**42. BINDING EFFECT**

It is expressly understood and agreed that this Lease shall not constitute an offer or create any rights in your favor, and shall in no way obligate or be binding upon Owner, and this Lease shall have no force or effect until this Lease is duly executed by You and Owner and a fully executed copy of this Lease is delivered to both You and Owner.

TO CONFIRM OUR AGREEMENTS, OWNER AND YOU RESPECTIVELY SIGN THIS LEASE AS OF THE DAY AND YEAR FIRST WRITTEN ON PAGE 1.

WITNESS:

_____ _____ (L.S.)
Owner's Signature

_____ _____ (L.S.
Tenant's Signature

_____ _____ (L.S.)
Tenant's Signature

## GUARANTY

The undersigned Guarantor guarantees to Owner the strict performance of and observance by Lessee of all the agreements, provisions and rules in the attached Lease. Guarantor agrees to waive all notices when Lessee is not paying rent or not observing and complying with all of the provisions of the attached Lease. Guarantor agrees to be equally liable with Lessee so that Owner may sue Guarantor directly without first suing Lessee. The Guarantor further agrees that this guaranty shall remain in full effect even if the Lease is renewed changed or extended in any way and even if Owner has to make a claim against Guarantor. Owner and Guarantor agree to waive trial by jury in any such action, proceeding or counterclaim brought against the other on any matters concerning the attached Lease or the Guaranty.

Dated, _____

_____ _____Guarantor
Witness

_____Address

Use with Real Estate Board Condo Apartment Lease
Lease new or renewal
REB 12/98

**RIDER**

## DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

LEAD WARNING STATEMENT

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

LESSOR'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) _____Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (Check (i) or (ii) below:
(i) _____Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

_____

(ii) _____Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) _____Lessee has received copies of all information listed above.
(d) _____Lessee has received the pamphlet, ***Protect Your Family from Lead in Your Home.***

Agent's Acknowledgment (initial)

(e) _____Agent has informed the lessor of the lessor'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.

| | | | |
|---|---|---|---|
| Lessor | Date | Lessor | Date |
| Lessee | Date | Lessee | Date |
| Agent | Date | Agent | Date |

RIDER TO INTERIM LEASE
DATED _____ BETWEEN _____ ("PURCHASER/TENANT") AND WEST VILLAGE RESIDENCES LLC ("SELLER/LANDLORD").

**Whereas,** _____ (collectively, "Purchaser/Tenant") have entered into a certain option agreement (the "Contract") dated _____ to purchase Unit ____ at The Greenwich Lane condominium, located at [_____] New York, New York (the "Unit") from West Village Residences LLC ("Seller/Landlord").

**Whereas**, to accommodate Purchaser/Tenant, Seller/Landlord has agreed to permit Purchaser/Tenant to enter into this interim lease for the Unit (the "Interim Lease") and occupy the Unit pursuant thereto until the Closing of the Contract has been consummated.

**Whereas**, to induce Seller/Landlord to permit Purchaser/Tenant to enter into such Interim Lease, Purchaser hereby agrees as follows:

**AGREEMENTS**

1) In the event the terms of the printed form of the Interim Lease are in conflict with this Rider, the provisions of this Rider shall control. All terms capitalized and not defined herein shall have the meanings given to such terms in the Contract.

2) Notwithstanding the Term listed on page 1 of the printed form of this Interim Lease, this Interim Lease shall terminate on the sooner of: (i) the date of closing of title to the Unit; or (ii) the date Seller/Landlord and/or Purchaser/Tenant terminates the Contract, according to its terms or (iii) the date that Seller/Landlord and/or Purchaser/Tenant terminates this Interim Lease, according to its terms; or (iv) _____ (provided that Seller is ready to close on or prior to such date), and any prepaid rent to the date of closing shall be paid as cash to Purchaser/Tenant at the closing of the purchase. Upon the Closing of the Contract, this Interim Lease shall terminate and neither party shall have any further obligations to the other, except as expressly set forth herein.

3) Purchaser/Tenant agrees that since Purchaser/Tenant has elected to occupy the Unit prior to the closing of title hereto, Purchaser/Tenant shall assume the risk of loss to the Unit and property prior to Closing from fire or other cause not the fault of Seller/Landlord or Seller/Landlord's contractors, agents, employees or servants. In the event of any such loss to the Unit and Property, Purchaser/Tenant shall be obligated to complete the purchase in accordance with the Contract, without reduction in Purchase Price or claim against Seller/Landlord and without delay.

4) Purchaser/Tenant agrees that Purchaser/Tenant is subject to and shall comply with, at Purchaser/Tenant's sole cost and expense, all provisions, covenants and conditions of (i) the Declaration, By-Laws and governing documents of the Greenwich Lane condominium, and (ii) all other requirements set forth in the Plan and exhibits thereto, which Purchaser/Tenant hereby acknowledges it has heretofore received, along with all amendments thereto.

5) Seller/Landlord and Purchaser/Tenant agree that this Interim Lease shall in no way give Purchaser/Tenant any rights pursuant to the Rent Stabilization Law and the Code of the Rent Stabilization Association of the City of New York, Inc. (the "Rent Stabilization Code") or any other rent law, code, or regulation which may affect tenancies in the City, County and State of New York.

6) Purchaser/Tenant agrees, that notwithstanding any statutory rights Purchaser/Tenant may have, Purchaser/Tenant shall not have a right to assign or sublet said Unit pursuant to this Interim

Lease. Purchaser/Tenant further agrees, that any attempt by Purchaser/Tenant to sublet or assign rights or obligations pursuant to this Interim Lease will be void and will constitute a default both under the Interim Lease and under the Contract.

7) Purchaser/Tenant agrees that it shall be a default under this Interim Lease if Purchaser/Tenant fails to comply with all the obligations under the Contract between Seller/Landlord and Purchaser/Tenant. A default in the terms and conditions of this Interim Lease (in any material respect) by Purchaser/Tenant will also be a default under the terms of the Contract and will permit Seller/Landlord to cancel the Contract in accordance with its terms.

8) Purchaser/Tenant has inspected the Unit and has full knowledge of its condition. The taking of occupancy of the Unit shall be conclusive and final evidence that the Unit was in good and satisfactory condition at the time occupancy was taken by Purchaser/Tenant and that Seller/Landlord shall have no further responsibility with respect to the condition of the Unit and Purchaser/Tenant shall accept same in "as is" condition at the closing of title under the Contract.

9) Purchaser/Tenant shall supply Seller/Landlord with a Certificate of Insurance from an insurance company licensed to do business in New York indicating that Purchaser/Tenant's personal property which is moved into the Unit pursuant to this Interim Lease is fully insured and that the policy is currently in effect and all premiums are paid. Purchaser/Tenant shall look solely to said casualty insurance with respect to any damages to Purchaser/Tenant personal property or improvements to the Unit.

10) Purchaser/Tenant shall pay for all utilities (either directly or as invoiced by Seller/Landlord) all monthly charges for telephone cable and/or internet service, electricity, gas, and all other utilities used at the Unit. Purchaser/Tenant shall not hold Seller/Landlord responsible for any interruption in the use and service of such utilities.

11) Supplementing the provisions of the printed form of this Interim Lease, Purchaser/Tenant shall not make or perform, or permit the making or performance of, any alterations, installations, decorations, improvements, additions or other physical changes in or about the Unit (referred to collectively, as "Alterations" and individually as an "Alteration") without Seller/Landlord's prior consent in each instance.

12) If the Plan is abandoned, the Purchaser/Tenant, as tenant, shall vacate the Unit upon 15 days' prior written notice by Seller/Landlord. Purchaser/Tenant shall be required to vacate the Unit within 15 days after notice of cancellation of the Contract is sent to him

13) Purchaser/Tenant shall be solely responsible for and shall defend, reimburse, indemnify and hold Seller/Landlord harmless from and against all demands, claims, actions, causes of action, assessments, losses, damages, liabilities, investigations, or written notices, including costs and expenses of any kind, arising out of or in respect of this Interim Lease (other than Seller/Landlord's legal fees for preparation of the Interim Lease). There shall be no holding over by Purchaser/Tenant after expiration or earlier termination of the Term and the failure by Purchaser/Tenant to deliver possession of the Unit to Seller/Landlord shall be an unlawful holdover. During any period in which Purchaser/Tenant so holds over, at Seller/Landlord's option, the rental value of the Unit, calculated as monthly rental, payable from the date immediately following the date on which Purchaser/Tenant was to deliver the Unit through and including the last day of the calendar month in which Purchaser/Tenant so delivers the Unit, shall

be deemed to be equal to $1,500 per day[1] retained by Seller/Landlord at Purchaser/Tenant's expense (the "Hold Over Rate"), payable immediately preceding the expiration or earlier termination of the Term. Purchaser/Tenant agrees that said amount constitutes reasonable liquidated damages to Seller/Landlord and is not a penalty, and which shall be in addition to any other rights and remedies of Seller/Landlord under the Contract or at law. Purchaser/Tenant hereby authorizes the Escrow Agent to disburse said amounts to Seller/Landlord from the Downpayment being held in escrow under the Contract. Acceptance by Seller/Landlord of the Hold Over Rate and any Additional Rent during the period in which Purchaser/Tenant so holds over shall not cure or waive Purchaser/Tenant's default, nor prevent Seller/Landlord from exercising, before or after such acceptance, any of the remedies provided by this Interim Lease, the Contract or at law or in equity. Payment of the Hold Over Rate and other sums during any period in which Purchaser/Tenant holds over shall not excuse Purchaser/Tenant's obligation to vacate and surrender the Unit on the date, and in the manner and condition, required under this Interim Lease. Purchaser/Tenant shall not interpose any counterclaim in a summary proceeding or other action based on such holdover. Purchaser/Tenant shall remain liable for all costs and expenses incurred by Purchaser/Tenant's failure to voluntarily vacate the Unit on or before the expiration or earlier termination of this Interim Lease. Purchaser/Tenant shall hold Seller/Landlord harmless against any claims by prospective tenant or purchaser against Landlord for Seller/Landlord's failure to timely deliver possession of the Unit to such prospective purchaser by reason of Purchaser/Tenant's failure to voluntarily and timely vacate the Unit prior to the expiration or earlier termination of this Interim Lease. Purchaser/Tenant hereby waives any claim against, and hereby releases, Seller/Landlord, West Village Residences LLC, its respective principals, members, employees, officers, directors, partners, shareholders, fiduciaries, representatives, agents, servants, attorneys, affiliates, parents, subsidiaries, successors and assigns, and all persons, firms, corporations and organizations acting on their behalf (collectively "Releasees") in connection with this Interim Lease and the matters raised herein at any time prior to or after the Closing. This paragraph shall survive the Closing or the termination or earlier expiration of the Interim Lease.

IN WITNESS WHEREOF, the undersigned has executed this Interim Lease as of the __ day of____, ____

**Purchaser/Tenant:**

_____

**Seller/Landlord**

WEST VILLAGE RESIDENCES LLC

By: West Village Holdings LLC, its sole member

By: Rudin West Village LLC, managing member

By: _____
Name:
Title: Authorized Signatory

[1] Amount may vary in Seller/Landlord's discretion depending on size of Unit/length of lease.