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

CONDOMINIUM OFFERING PLAN

175 WEST 95 CONDOMINIUM

175 WEST 95TH STREET
NEW YORK, NEW YORK 10025

	Price to Tenants[1]	Price to Non-Tenants[1]
229 Residential Units (including 1 Resident Manager's Unit)	**$175,875,900**	**$231,562,500**
Working Capital Fund[2]	**$406, 483**	**$406,483**
Reserve Fund[3]	**$5,276,277**	**$5,276,277**

The Condominium will include: (a) 229 Residential Units (including 1 Resident Manager's Unit) which are being offered for sale pursuant to the Offering Plan, and (b) a Garage Unit, a Community Facility Unit and a Retail Unit ("Non-Residential Units") which are not being offered for sale at this time.

(1) See Section entitled "Rights of Existing Tenants" for a discussion of the rights of tenants to buy the Residential Units they occupy during the first 90 days of this offering and Schedule A which reflects a discount from the Purchase Prices offered to Non-Tenant Purchasers.

(2) A Working Capital Fund will be established by Purchasers' contributions of 2 months' Common Charges at each initial Closing of Residential Units and at each resale Closing of Residential Units. Sponsor will not provide any portion of the Working Capital Fund. This fund may be used to pay Sponsor for first closing apportionments and for closing costs incurred in connection with the purchase of the Resident Manager's Unit. The actual amount cannot now be determined. See the Section of the Plan entitled "Working Capital Fund and Apportionments."

(3) This is an estimate of the amount of the Reserve Fund required by Law. The actual amount cannot now be determined. See the Section of the Plan entitled "Reserve Fund."

SPONSOR:

Axton Owner LLC
c/o Starrett Companies LLC
70 East 55th Street
New York, New York 10022

SELLING AGENT:

Corcoran Group Marketing
888 Seventh Avenue
39th Floor
New York, New York 10106

Filing Date of this Offering Plan: _____, 20___. This Offering Plan may not be used after twelve months from the Filing Date, 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 LEASE RATHER THAN SELL RESIDENTIAL UNITS THIS OFFERING PLAN MAY NOT RESULT IN THE CREATION OF A CONDOMINIUM IN WHICH THE MAJORITY OF THE UNITS ARE OWNED BY OWNER-OCCUPANTS OR INVESTORS UNRELATED TO SPONSOR. PURCHASERS FOR THEIR OWN OCCUPANCY MAY NEVER GAIN CONTROL OF THE CONDOMINIUM BOARD UNDER THE TERMS OF THIS OFFERING PLAN (SEE THE SECTION OF THIS OFFERING PLAN ENTITLED "SPECIAL RISKS.")

THIS IS A PROPOSED OFFERING PLAN ("RED HERRING") TO CONVERT THIS BUILDING TO A CONDOMINIUM. IT HAS BEEN SUBMITTED TO THE NEW YORK STATE DEPARTMENT OF LAW, REAL ESTATE FINANCE BUREAU. CONDOMINIUM UNITS MAY NOT BE SOLD OR OFFERED FOR SALE UNTIL THE OFFERING PLAN IS FILED WITH THE DEPARTMENT OF LAW.

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PART I

CONDOMINIUM OFFERING PLAN

175 WEST 95 CONDOMINIUM
175 WEST 95TH STREET
NEW YORK, NEW YORK 10025

SPECIAL RISKS

Purchase of a Condominium Unit

1. (a) 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.

(b) At the time a Purchase Agreement is executed, a Tenant-Purchaser is required to make a Deposit in an amount equal to 5% of the Purchase Price, and a Non-Tenant-Purchaser is required to make a Deposit in an amount equal to 10% of the Purchase Price.

(c) The Plan may not be declared effective until, among other requirements, Purchase Agreements have been executed and delivered for at least 15% of all dwelling Residential Units in the Building by Bona Fide Tenant Purchasers or Bona Fide Non-Tenant Purchasers who represent that they intend that they or one or more specified members of their immediate family will occupy the Residential Unit after the Closing or when the Residential Unit becomes vacant. When executing a Purchase Agreement, all Non-Tenant Purchasers must also execute a Bona Fide Purchaser Statement of Purchase, the form of which is appended to the Purchase Agreement in Schedule C.

(d) In connection with the Plan being declared effective, a Bona Fide Tenant Purchaser and a Bona Fide Non-Tenant Purchaser, as applicable, may be contacted by the New York State Department of Law ("DOL") and be required to complete and return to the DOL a Tenant Questionnaire or Non-Tenant Questionnaire, as the case may be, to be distributed by the DOL directly to the Bona Fide Tenant Purchaser and a Bona Fide Non-Tenant Purchaser or their attorneys. A Bona Fide Tenant-Purchaser and a Bona Fide Non-Tenant Purchaser may also be required to submit to the DOL additional information concerning the intended occupancy of the Residential Unit which is the subject of their Purchase Agreement and otherwise cooperate with the DOL's inquiry into the intended occupancy of the Residential Unit. A Bona Fide Tenant-Purchaser or Bona Fide Non-Tenant Purchaser who fails to (i) complete and return to the DOL the Tenant Questionnaire or Non-Tenant Questionnaire, as and when required; (ii) deliver any and all additional information the DOL may require; and (iii) otherwise cooperate in any inquiry the DOL may initiate, will be deemed to have defaulted under the Purchase Agreement. Bona Fide Tenant-Purchasers and Bona Fide Non-Tenant Purchasers are advised that a default of these obligations shall entitle Sponsor to all rights and remedies, including, without limitation, the right to retain, as and for liquidated damages, the entire Deposit and any interest earned on the Deposit, as set forth below, or, in the alternative, the right to commence an action for specific performance, in which case the Bona Fide Tenant-Purchaser or Bona Fide Non-Tenant Purchaser may be compelled by a court of law to fulfill all obligations concerning the Tenant Questionnaire or Non-Tenant Questionnaire, as applicable. Sample copies of the DOL's current form of Tenant Questionnaire and Non-Tenant Questionnaire are annexed to the Purchase Agreement in Schedule E.

(e) In the event a Purchaser commits a default of any of the obligations on Purchaser's part to perform under the Purchase Agreement, whether monetary or non-monetary, TIME BEING OF THE ESSENCE with regard to the obligations of Purchaser thereunder, Sponsor, in its sole discretion, may elect by notice to Purchaser to either: (i) cancel the Purchase Agreement and retain as liquidated damages the Deposit made by Purchaser, together with interest earned thereon, if any; (ii) bring an action for specific performance in a court of competent jurisdiction (except where the Purchaser is a Tenant-Purchaser), in which event Purchaser may be compelled to complete the purchase of the Residential Unit; or (iii) exercise all other rights and remedies under the Purchase Agreement at law or equity. If Sponsor elects to cancel the Purchase Agreement, Purchaser shall have 30 days after Sponsor gives notice of cancellation to cure the

specified default. If the default is not cured within 30 days after Sponsor gives notice of cancellation, TIME BEING OF THE ESSENCE, then the Purchase Agreement shall be deemed cancelled, and Sponsor shall have the right to retain, as and for liquidated damages, (a) the entire Deposit and any interest earned on the Deposit, it being acknowledged and agreed by Sponsor and each Purchaser that it would be impractical and/or extremely difficult to establish or fix the actual damage sustained by Sponsor as a result of such a default, and that the Deposit (including all interest) shall constitute and be deemed to be the reasonable and agreed-upon liquidated damages of Sponsor and not a forfeiture or penalty. Upon the cancellation of the Purchase Agreement, Purchaser and Sponsor will be released and discharged of all further liability and obligations hereunder and under the Plan, and the Residential Unit may be sold to anyone else as though the Purchase Agreement had never been made, and without any obligation on the part of Sponsor to account to Purchaser for any of the proceeds of such sale. If Sponsor elects to seek specific performance (where the Purchaser is a Non-Tenant-Purchaser), then Purchaser shall have 30 days after Sponsor gives notice of its election to close title to the Unit in accordance with the Purchase Agreement. Should Purchaser fail to close title to the Unit within 30 days after Sponsor gives notice of its election, Sponsor may bring an action for specific performance in a court of competent jurisdiction seeking an order compelling Purchaser to complete the purchase of the Residential Unit and to recover from Purchaser all costs, expenses and all other lawful sums to which Sponsor is entitled under this Agreement (including, but not limited to, attorneys' fees, disbursements and costs of collection). Notwithstanding the foregoing, Sponsor shall not exercise its right to file an action for specific performance against a Tenant-Purchaser who purchases the Residential Unit that the Tenant-Purchaser occupied on the Filing Date of the Plan. (See the Section of the Plan entitled "Procedure to Purchase" for details.).

(f) TIME IS OF THE ESSENCE as to all of Purchaser's obligations under the Purchase Agreement, including, without limitation, Purchaser's obligation to close title on the Closing Date and to pay, perform or observe all of Purchaser's other obligations under the Purchase Agreement and to cure any default within 30 days after Sponsor gives notice to Purchaser of the default. According to Black's Law Dictionary (Revised Fifth Edition), "time is of the essence of contract" means generally that punctual performance by one party at one precise time named or within a period specified in the contract is essential to enable the party to require performance by the other party. A Purchaser who defaults under the Purchase Agreement and fails to cure the default within the 30 day period may not be permitted additional time to cure the default.

(g) Under current law, if a Purchaser makes a Deposit in excess of $250,000 for the purchase of a Residential Unit, the amount in excess of $250,000 will not be federally insured. If a Purchaser maintains accounts at the Escrow Bank, the funds in such accounts, together with the Deposit, may be aggregated by the Escrow Bank for purposes of determining the $250,000 federally insured limit. Additionally, until such time as Purchaser delivers either an executed W-9 or W-8 Form to Sponsor, the Deposit shall remain in the non-interest bearing portion of the Master Escrow Account. While the Deposit is in the non-interest bearing portion of the Master Escrow Account, the Deposit may not be federally insured even if the Deposit 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. (See the Section of the Plan entitled "Escrow and Trust Fund Requirements" for details.)

(h) If a Purchaser fails for any reason to close title to the Residential Unit on the originally Scheduled Closing Date other than due to Sponsor's failure or inability to Close: (a) the closing apportionments to be made at the Closing will be made as of midnight of the day preceding the Scheduled Closing Date regardless of when the actual Closing occurs ("Actual Closing Date"), and (b) Purchaser will be required to pay to Sponsor an amount equal to .03% of the Purchase Price of the Residential Unit for each day commencing with the Scheduled Closing Date through the Actual Closing Date, as a reimbursement of Sponsor's increased carrying costs for the Residential Unit by virtue of the delay, in addition to the other payments to be made to Sponsor under the Purchase Agreement and the Plan. (See the Section of the Plan entitled "Procedure to Purchase" for details.)

(i) The signing of the Purchase Agreement signifies Purchaser's acceptance of the condition of the Property (as represented by Sponsor in the Plan) including, but not limited to, the Residential Unit, the Building and all Common Elements contained therein. Sponsor has no obligation to make any repairs, improvements or decorations in or to the Property, the Residential Units, the Building or the Common Elements, except as may otherwise be set forth in the Plan. (See the Sections of the Plan entitled "Procedure to Purchase" and "Rights and Obligations of Sponsor" for details.)

(j) Prior to the Closing of Title to a Residential Unit, the Purchase Agreement prohibits a Purchaser from advertising or otherwise offering, listing, promoting or publicizing the availability of the Residential Unit for sale or rental. (See the Section of the Plan entitled "Procedure to Purchase and the Purchase Agreement" set forth in Part II of the Plan for details.)

Transfer Taxes

2. Purchasers shall be required to pay at Closing the New York City Real Property Transfer Tax ("RPT Tax"), New York State Real Estate Transfer Tax ("State Transfer Tax"), and New York State Additional Real Estate Transfer Tax, commonly referred to as the "Mansion Tax," imposed on their purchase. 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, 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 the tax. The State Transfer Tax is currently equal to $2 per $500 of the bulked up consideration and the RPT Tax is currently equal to 1% of the bulked up consideration where the bulked up consideration is $500,000 or less, and 1.425% where the bulked up consideration is greater than $500,000. (See the Section of the Plan entitled "Closing Costs and Adjustments" for details.)

Closing Adjustments

3. At Closing, adjustments will be made as of midnight of the day preceding the Closing Date between Sponsor and each Purchaser with respect to (a) real estate taxes and assessments, if any (including water charges and sewer rents, if separately assessed) on the basis of the period for which assessed, (b) Residential Common Charges for the month in which title closes and (c) rent and any other charges pursuant to a lease or tenancy, if any, covering the Residential Unit. In the event the Units have not been separately assessed and billed to Unit Owners for real estate tax purposes prior to the First Closing, at Closing, each Purchaser will pay a pro rata share with respect to the Property (in the proportion that such Residential Unit's Common Interest bears to the aggregate Common Interest of all Units) of all real estate taxes in a lump sum for the next ensuing tax period and thereafter on a monthly basis to the Condominium as Common Charges. The Condominium will be responsible to pay such real estate taxes either to the New York City Department of Finance or directly to Sponsor if Sponsor has already paid such real estate taxes. If any Residential Unit Owner fails to pay such Residential Unit Owner's pro rata share as set forth above, the Residential Unit Owner shall be deemed in default of the Condominium By-Laws and Sponsor or the Condominium, as the case may be, will have a lien on such Residential Unit for non-payment of Residential Common Charges. At such time as a Residential Unit is separately assessed and separately billed for real estate tax purposes, the Residential Unit Owner will pay such taxes directly to the taxing authority. (See Schedule A for an estimate of real estate taxes payable during the First Year of Condominium Operation and the Section of the Plan entitled "Rights and Obligations of Unit Owners and the Condominium Board" for details.) In addition to the foregoing, all legal costs, fees and expenses charged by Purchaser's attorney shall be the sole responsibility of Purchaser, and Purchaser will also be responsible for payment of certain closing fees payable to Starr Associates LLP. (See the Section of the Plan entitled "Closing Costs and Adjustments.")

Sponsor Control of the Condominium Board

4. (a) Sponsor will have voting control over the Condominium Board until the **earlier** to occur of: (i) the Closing of Title with Purchasers under the Plan to Residential Units representing at least 50% of the aggregate Common Interest appertaining to all Residential Units, or (ii) 5 years after the First Closing ("Initial Control Period"). 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 Residential Members to the Condominium Board for so long as Sponsor continues to own at least 1 Unsold Residential Unit.

(c) During the Initial Control Period, Sponsor will designate a majority of the Residential Members and shall have voting control of the Condominium Board. Therefore, 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. Sponsor may continue to exercise veto power over certain actions of or contemplated by the Condominium Board after the Initial Control Period. For so long as Sponsor shall continue to own Unsold Residential Units representing at least 25% in aggregate Common Interest of all Residential Units, but in no event later than 5 years after the First Closing, the Condominium Board may not take any of the following actions without Sponsor's prior written consent: (a) make any addition, alteration or improvement to the Common Elements or to any Unit, or (b) assess any Common Charges, Common Charges or Special Assessment for the creation of, addition to or replacement of all or part of a working capital, reserve, contingency or surplus fund, or (c) increase or decrease the number, or change the kind of, employees referred to in the Plan, or (d) enter into any service or maintenance contract for work not covered by contracts in existence on the date of the First Closing or otherwise provide services in excess of those referred to in the Plan, except as is required to reflect normal annual increases in operating services, or (e) borrow money on behalf of the Condominium, or (f) exercise a right of first refusal to lease or purchase a Unit; provided, however, that (x) Sponsor may not exercise such veto power so as to diminish or eliminate services, facilities or any line items set forth in the First Year's Budget; and (y) 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 or (iv) to ensure the health and safety of the occupants of the Building. (See the Section of the Plan entitled "Control by Sponsor" for details.)

No Adverse Changes to Condominium Documents

5. No amendment, modification, addition or deletion of the Declaration, By-Laws or Residential Rules and Regulations shall be effective in any way without the prior written consent of Sponsor, the Owner of an Unsold Residential Unit or any affected Non-Residential Unit Owner, as the case may be, with respect to any such amendment, modification, addition or deletion which modifies the permitted uses of the Building or any portion thereof (including the Non-Residential Units) or affecting the rights, privileges, easements, licenses or exemptions retained or granted to Sponsor, the Owner of any Unsold Residential Unit or the Non-Residential Unit Owners or which otherwise, in the opinion of Sponsor or the Owner of any Unsold Residential Unit or the Non-Residential Unit Owners, as the case may be, would have the effect of adversely affecting Sponsor, the Owner of an Unsold Residential Unit or the Non-Residential Unit Owners, as the case may be. (See the Section of the Plan entitled "Rights and Obligations of Unit Owners and the Condominium Board" for details.)

Non-Residential Units

6. (a) No representation is made with respect to the ownership of all or any portion of the Non-Residential Units, or as to who the future owners or tenants of any portion of the Non-Residential Units may be at any time or as to the uses to which the Non-Residential Units may be put at any time except that the Non-Residential Units may be used for any purpose permitted by Law, including, without limitation, additional residential units, retail stores, banks, restaurants, theaters, bars, spas, health clubs, parking garages, and commercial and professional office space which uses may result in increased noise and traffic. No assurance, representation, or warranty is given that any of the tenants, occupants, or users of the Non-Residential Units will not be objectionable to Residential Unit Owners or other parties. The uses of the Non-Residential Units may generate noise, traffic, fumes or other disturbances over which the Residential Unit Owners will have no control.

(b) Each Non-Residential Unit may be combined or subdivided by the Non-Residential Unit Owner into two or more separate condominium units without prior notice and without prior amendment to the Plan. Additionally, the Owner of any Non-Residential Unit created as a result of such subdivision will retain the same rights afforded the Non-Residential Unit Owners as set forth herein.

(c) The Non-Residential Unit(s) or any additional condominium units created as a result of a subdivision of a Non-Residential Unit may be offered for sale at any time by a duly filed amendment to the Plan or pursuant to a "No-Action," "No Jurisdiction," or similar ruling issued by the Department of Law.

(d) Each Non-Residential Unit Owner shall have the right and easement (i) for ingress and egress through all Common Elements for the purpose of accessing any portion of such Non-Residential Unit or any portions of the Building servicing such Non-Residential Unit; and (ii) to erect, maintain, replace and/or repair any sign and/or lighting of such size and content as the Non-Residential Unit Owner shall determine in the storefronts and windows of such Non-Residential Unit and on the exterior façade of the Building immediately adjacent to such Non-Residential Unit for the purposes of advertising the sale or lease of all or any portion of such Non-Residential Unit and/or operation of any business of a tenant or occupant of such Non-Residential Unit. Each Non-Residential Unit Owner shall each be entitled to utilize such rights and easements for their own account or the account of their respective Permitted Users.

(e) Each Non-Residential Unit Owner (subject to Sponsor's prior written consent in each instance for so long as Sponsor continues to own an Unsold Unit) shall have the right, but not the obligation, at such Non-Residential Unit Owner's sole cost and expense to alter, modify, and/or restore the exterior façade of the Building appurtenant to such Non-Residential Unit (including storefronts and windows of such Non-Residential Unit) and to create additional means of egress and ingress to such Non-Residential Unit, provided that such alterations, modifications and/or restorations are in compliance with Law and the terms of the Declaration and By-Laws.

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

(g) Each Non-Residential Unit Owner and its Permitted Users shall have an easement to use the sidewalks adjacent to such Non-Residential Unit for any purposes permitted by Law, including without limitation, food and beverage services and the placement of outdoor seating, tables, lighting and signage on such sidewalks adjacent thereto provided the entrances to the Building are not impeded by such use. In the event a Non-Residential Unit Owner utilizes such sidewalks, the cost of maintenance and repair of such sidewalk during the period of such use or resulting from such usage shall be borne by such Non-Residential Unit Owner.

(h) See the Section of the Plan entitled "Non-Residential Units" for details.

Resident Manager's Unit (Note and Mortgage)

7. (a) At or subsequent to the First Closing, Sponsor shall sell and convey Residential Unit 2A to the Condominium to be used by the Resident Manager and designated as the Resident Manager's Unit. The Condominium shall be responsible for the payment of all closing costs incurred in connection with the purchase of the Resident Manager's Unit. The costs and expenses attributable to the Resident Manager's Unit will be allocated amongst all Residential Unit Owners as a Residential Common Expense in accordance with Schedule B, including the costs of utilities, basic telephone service and the costs of financing the purchase of the Resident Manager's Unit, real estate taxes and the costs of repairs, alterations and improvements undertaken by the Condominium attributable to the Resident Manager's Unit. The Purchase Price of the Resident Manager's Unit is $609,000. At the Closing, the Condominium, on behalf of all Residential Unit Owners, will pay the Purchase Price by executing and delivering to Sponsor one or more purchase money note(s) in the aggregate amount of $609,000 secured by one or more mortgage(s) on the Resident Manager's Unit. The purchase money note(s) will bear interest at 7% per annum, and will provide for the payment of equal constant monthly installments of $4,721.57 each which includes interest and principal with a 20-year amortization schedule which will require a balloon payment of principal on the maturity date of approximately $525,303.00, assuming all monthly payments have been made. The purchase money note will mature on the fifth anniversary of the Closing. Sponsor does not intend to refinance or extend the purchase money note and purchase money mortgage at maturity. Purchasers are advised that refinancing by another lender may not be available and that the Condominium, in order to repay the purchase money note, may be required to assess all Residential Unit Owners in proportion to their respective Residential Common Interests. At Sponsor's option, the note(s) and mortgage(s) may be assigned to an Institutional Lender. All closing costs, without exception, including but not limited to, origination and application fees, recording fees, mortgage recording taxes, mortgage and fee title insurance, legal fees and transfer taxes due in connection with the transfer and mortgage of the Resident Manager's Unit (estimated to be approximately $29,158.00 will be paid from the Working Capital Fund. In the event that the Working Capital Fund is not sufficient to pay these closing costs, Sponsor will advance the funds necessary on behalf of the Condominium in exchange for an interest-free promissory note in favor of Sponsor secured by the Working Capital Fund in the amount of the funds so advanced ("Resident Manager's Unit Advance"), providing for repayments of principal only from the Working Capital Fund. In the event the Condominium defaults under the note(s) and mortgage(s), including, but not limited to a default as the result of the Condominium's failure to pay the balance of the purchase money note(s) due at maturity, the holder may foreclose on the Resident Manager's Unit and if the proceeds from the sale of the Resident Manager's Unit are insufficient to satisfy the outstanding mortgage balance and other fees incurred, the Unit Owners could be liable for the deficiency. In the event of such a foreclosure, the Condominium will be without a Resident Manager's Unit. Accordingly, alternate arrangements will be necessary to shelter the Resident Manager in the Condominium or within such distance of the Condominium as is then required by Law.

(b) Sponsor reserves the right, in its sole discretion, to choose a different Residential Unit other than Residential Unit 2A to sell to the Condominium as the Resident Manager's Unit; provided, however that such sale shall only be made pursuant to an amendment to the Plan and shall not result in the Condominium incurring financing charges, real estate taxes, and maintenance costs for such Unit the sum of which exceed the costs of owning Residential Unit 2A as set forth in Schedule B by more than 25%.

(c) From the date of the First Closing until the transfer of title to the Resident Manager's Unit (up to 2 years after the First Closing) the Condominium shall pay to Sponsor, rent in an amount equal to the sum of the following: (a) principal and interest which would have been due on the purchase money note, had same been executed by the Condominium, (b) real estate taxes assessed against the Residential Unit occupied by the Resident Manager, and (c) all other costs associated with maintenance of the

Residential Unit occupied by the Resident Manager as set forth in Schedule B. In the event Sponsor exercises the right to rent the Resident Manager's Unit to the Condominium, the rental payments will not be credited against the purchase price.

(d) See the Section of the Plan entitled "Schedule B, "Budget for First Year of Condominium Operation" for further details regarding the costs of housing the Resident Manager.

No Bond or Other Security Posted

8. To the best of Sponsor's knowledge, as of the Filing Date of the Plan, Sponsor has sufficient resources to fund its obligations set forth in the Plan. No bond or other security has been posted by Sponsor to secure Sponsor's obligation to pay Common Charges, Residential Common Charges, Special Assessments and real estate taxes with respect to Unsold Units. Sponsor represents that it has the financial resources to meet such obligations with respect to Unsold Units. (See the Section of the Plan entitled "Rights and Obligations of Sponsor" for details.)

Non-Occupant Purchasers

9. (a) In accordance with the terms of the Plan, Sponsor has the right, following the expiration of the Exclusive Purchase Period, to sell occupied Residential Units to one or more non-occupant Purchasers for investment or resale. Accordingly, it is possible that certain Residential Unit Owners will not be residents of the Building. Any such sales are subject to the rights, if any, of Non-Purchasing Tenants, to purchase their Residential Units during a subsequent exclusive purchase period which occurs prior to the Effective Date. (See the Section of the Plan entitled "Obligations of Purchasers of Residential Units Occupied by Non-Purchasing Tenants" for details.)

(b) The By-Laws of the Condominium do not include a provision that after the expiration of the Initial Control Period, a majority of the members of the Condominium Board must be owner-occupants or members of an owner-occupant's household who are unrelated to Sponsor and its principals. Therefore, Purchasers for their own occupancy may never gain control of the Condominium Board under the terms of the Plan.

Effectiveness of the Plan

10. Pursuant to Law, Sponsor may declare the Plan effective by entering into Purchase Agreements for the sale of a minimum of 15% of the Residential Units offered for sale (excluding the Resident Manager's Unit). Even if the Plan is declared effective with a minimum number of sales, it is possible that Sponsor may be able to submit the Property to a condominium regime and convey Residential Units with fewer than the minimum number of sales if Purchasers counted towards effectiveness do not ultimately close title to Residential Units.

Purchase Agreement Not Contingent on Financing

11. (a) Although a Purchaser may obtain financing from any lending institution or other source, Purchaser's obligation to purchase a Residential Unit pursuant to a Purchase Agreement is not contingent on Purchaser obtaining such financing, so that Purchaser will remain obligated under the Purchase Agreement, whether or not Purchaser has been able to obtain financing. Neither Sponsor nor Selling Agent makes any representation as to the availability or terms of any mortgage financing. Prospective Purchasers may want to finalize their financing arrangements before signing a Purchase Agreement. While the First Closing is projected to occur on or around January 1, 2014, neither Sponsor nor Selling Agent makes any representation as to the actual closing date for any particular Unit. In addition, as set forth in the Plan and the Purchase Agreement, Sponsor has the right to adjourn the Closing Date in its sole discretion, from time to time, and prospective Purchasers should be aware that if

the Closing Date is adjourned, Purchaser's financing terms may be adversely affected, the interest rate may increase and the loan commitment could expire. Sponsor shall have no liability as a result of any scheduling or adjournment of the Closing Date beyond the expiration of a loan commitment. (See the Section of the Plan entitled "Procedure to Purchase" for details.)

(b) Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include, among others, requiring that a certain percentage of units in a building or group of buildings be sold before a lender will consider making a loan. Thus, it may be possible for a Purchaser to experience difficulties in obtaining a loan in a building or group of buildings where the Sponsor has not sold a substantial percentage of the units 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 original sponsor has an ownership interest of 10% or more. It also may be difficult for a Purchaser to resell a Residential Unit if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions, regardless of the creditworthiness of a Purchaser.

(c) Even in a building undergoing conversion, lenders may still impose minimum sales requirements before granting a loan. It may then be difficult for Purchasers to resell Residential Units if prospective buyers are unable to obtain a loan due to such minimum sales and/or owner-occupancy requirements. (See the Section of the Plan entitled "Effective Date" for details.)

Sponsor's Right to Lease Unsold Units

12. (a) Sponsor reserves the unconditional right, following the expiration of the Exclusive Purchase Period, to: (i) sell occupied Residential Units to one or more non-occupant Purchasers for investment or resale; (ii) lease occupied Residential Units to others; or (iii) retain vacant Residential Units for future rental. Any such sales are subject to the rights, if any, of Non-Purchasing Tenants, to purchase their Residential Units during a subsequent Exclusive Purchase Period which occurs prior to the Effective Date. Furthermore, Sponsor reserves the right to rent or lease any vacant Residential Unit prior to Closing to the Purchaser thereof or any other party.

(b) Sponsor reserves the unconditional right to lease rather than sell Residential Units as they become vacant. Residents of the Condominium may be comprised of both Residential Unit Owners and tenants leasing from Sponsor or other Residential Unit Owners. Sponsor's right to lease rather than sell Residential Units once they become vacant is unconditional and exercisable in Sponsor's sole discretion. Accordingly, it is possible that a significant proportion of Residential Unit Owners will not be residents of the Building and that a significant number of tenants may not be Residential Unit Owners. Because Sponsor is not limiting the conditions under which it will lease rather than sell Residential Units, there is no commitment to sell more than the 15% necessary to declare the Plan effective and owner-occupants may never gain control and management of the Condominium. The By-laws do not include a provision that after the expiration of the Initial Control Period a majority of the Condominium Board must be owner-occupants or members of an owner-occupant's household who are unrelated to Sponsor and its principals. Owner-occupants and non-resident owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing, i.e., purchasing as a home as opposed to as an investment. (See the Section of the Plan entitled "Obligations of Purchasers of Units Occupied by Non-Purchasing Tenants" for details)..

(c) Prospective Purchasers should be aware that potentially they may be living with non-purchasing occupants in many of the Residential Units for an indefinite period, depending upon market conditions. In Sponsor's sole discretion, non-purchasing occupants (other than Non-Purchasing Tenants whose rights are governed by Law) may receive the same Building services and use the Building's amenities as owner-occupants, however, they have no investment in their Residential Units and, therefore, may not

share the same economic interests as owner-occupants in the maintenance and care of the Building's facilities and amenities.

(d) Notwithstanding the foregoing, Sponsor has been advised that, as a result of certain guidelines promulgated by FNMA, in order for a Residential Unit Owner to avoid one of the bases for Unit financing disqualification by FNMA, Sponsor must forego the right to lease vacant Residential Units owned by Sponsor, except as noted below. Accordingly, notwithstanding Sponsor's right to lease vacant Units as set forth in the Plan, and in an effort to conform to such FNMA guidelines, Sponsor shall forego its right to lease, rather than sell, Residential Units as they become vacant, except as follows: Sponsor shall make a good faith effort to sell any Residential Unit that is currently vacant and any Residential Unit that becomes vacant hereafter, provided that Sponsor will have the right to lease a vacant Residential Unit if the then-existing market value of such Unit is less than 75% of the last offering price for such Unit as disclosed in the Plan or amendment thereto. Sponsor reserves all rights to reinstate its unconditional right to lease, rather than sell, vacant Residential Units, by amendment to the Plan. Notwithstanding the foregoing, Sponsor makes no representation concerning (i) the applicability of any FNMA guidelines at any point in time, (ii) the qualification by FNMA of any Residential Unit or the Condominium at any point in time or (iii) with respect to the ability of any prospective Purchaser to obtain financing for the purchase of the Residential Unit at any point in time. In addition to the foregoing, the mortgages which presently encumber the Property may limit Sponsor's ability to lease Residential Units as they become vacant, except for Interim Leases executed by Purchasers in conjunction with Purchase Agreements. Purchase Agreements are not contingent upon the ability of the Purchaser to obtain financing for such purchase.

(e) Sponsor reserves the right to sell 10% or more of the Unsold Residential Units ("Bulk Sale") to a Person which assumes the rights and obligations of Sponsor with respect to such Residential Units.

Risk of Loss Prior to Closing

13. (a) Purchasers who are presently in occupancy of a Residential Unit should undertake to obtain appropriate levels of insurance coverage for damages by fire or other casualty to the Residential Unit as a consequence of assuming the risk of loss.

(b) If Purchaser is the existing tenant or occupant of the Residential Unit, then Purchaser shall be solely responsible for any damage to, or loss or other condition in, the Residential Unit resulting from Purchaser's use or occupancy, and Sponsor shall not be obligated to make any repairs to the Residential Unit or its Installations unless the cause thereof originated outside the Residential Unit and did not result from the acts or omissions of Purchaser or other occupants of the Residential Unit or Purchaser's guests, invitees, agents or workers. However, until Closing, Sponsor will remain responsible to make those repairs required of it as landlord under any existing lease and the Rent Laws, if applicable; and after Closing, the Condominium Board will be responsible to make those repairs required of it under the Declaration and By-Laws.

(c) Purchasers should refer to the Section of the Plan entitled "Terms of Sale" and the Section entitled "Damage to the Residential Unit" of the Purchase Agreement set forth in Part II of the Plan for details.

Changes to Residential Units by Sponsor

14. In order to meet the possible varying demand for number and type of Residential Units, or to meet particular requirements of prospective Purchasers, or for any other reason, Sponsor reserves the right (except to the extent prohibited by Law) at any time and from time to time, before and after the recording of the Declaration, without giving prior notice and without requiring the consent of the Condominium Board, any Residential Unit Owner or mortgagee, to (a) change the layout of, or number of

rooms in, any Unsold Residential Unit, (b) change the size and/or number of Unsold Residential Units by dividing one or more of such Residential Units into two or more separate Unsold Residential Units, combining separate Unsold Residential Units (including those resulting from such subdivision or otherwise) into one or more Unsold Residential Units, altering any boundary walls between one or more Unsold Residential Units, or otherwise, including incorporating Residential Common Elements (such as a portion of a hallway) which exclusively benefit an Unsold Residential Unit into such Unsold Residential Unit, without changing such Unit's Common Interest percentage (c) designate a Residential Common Element as part of a newly created Residential Unit or designate all or part of a Residential Unit as a newly created Residential Unit or Residential Common Element, (d) incorporate and enclose Residential Limited Common Elements within a Residential Unit, (e) if appropriate, reapportion among the Unsold Residential Units affected by any such change, their aggregate Common Interests and/or Residential Common Interests, and (f) make non-material changes in the size or quality of Common Elements. To the extent any such change involves entry into an occupied Residential Unit, Sponsor will repair any resulting damage to such Residential Unit. In addition, it is possible that Sponsor will install additional plumbing pipes through the concrete slabs vertically separating Residential Units and that such pipes will be run across the ceiling of some rooms in certain Residential Units and enclosed in sheetrock enclosures. Sponsor reserves the right to perform such work before or after the closing of any Residential Unit and such change shall not be deemed a material and adverse change with respect to any Purchaser nor give rise to any claim against Sponsor by any Residential Unit Owner. See the Section of the Plan entitled "Changes in Prices and Units" for details.

Unit Power of Attorney

15. Each Purchaser shall be obligated to enter into a power of attorney at the Closing of Title to the Residential Unit. The form of power of attorney set forth in Part II of the Plan, grants broad powers to the Condominium Board to enter into agreements affecting the Common Elements and to bring tax certiorari proceedings on behalf of all Residential Unit Owners. The power of attorney also grants to Sponsor the right to amend the Declaration and to make certain changes to Unsold Units and the Common Elements. (See the Power of Attorney set forth in Part II of the Plan.)

Security

16. While Unsold Residential Units are being offered for sale or lease by Sponsor, there may be a greater number of visitors to the Building than would otherwise be the case. No representation or warranty is made and no assurance is given as to when such selling or leasing activity will terminate. Neither Sponsor 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 Building's or the Condominium's security systems and procedures, including, without limitation, those procedures with regard to visitors and any delivery of packages, provided that any such failure is not caused by the negligence of Sponsor, Managing Agent or their respective agents. No representation or warranty is made and no assurance is given that the security systems and procedures in the Building will prevent personal injury or damage to or loss of personal property. (See the Section of the Plan entitled "Description of Property" for details.)

Reserve Fund and Working Capital Fund

17. (a) A law enacted by the New York City Council provides a formula for determining the amount of the Reserve Fund. The exact amount of the Reserve Fund cannot be ascertained until the Plan is declared effective. Sponsor reserves the right to take a credit against the Reserve Fund for qualifying work performed in the Building. Sponsor currently anticipates that it will take a credit against the Reserve Fund for boiler conversion to gas/oil, the present estimated cost of which is approximately

$500,000 and for balcony railing replacement, the present estimated cost of which is approximately $216,000.

18. (b) No assurance can be given that the Reserve Fund will be adequate to pay for the replacement of capital items, and if additional monies are required over and above the Reserve Fund, it may be necessary to increase Common Charges or Residential Common Charges or levy a Special Assessment against the Unit Owners. The Reserve Fund may only be used for capital expenditures and replacements and may not be used to reduce Common Charges while Sponsor is in control of the Condominium Board.

(c) The contingency provided for in the Schedule B – First Year's Budget 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 capital repairs or replacements which may be required. If additional funds are required to meet such costs, it may be necessary for the Condominium Board to increase Common Charges or impose Special Assessments.

(d) Each Purchaser of a Residential Unit 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 and at each resale closing, shall be in an amount equal to 2 months' Residential Common Charges assessed against the Residential Unit at Closing.

(e) See the Sections of the Plan entitled "Reserve Fund" and "Working Capital Fund and Apportionments" and the Reserve Fund Law (Local Law 70) in Part II of the Plan for further details

Foreign Government Purchaser

19. 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 Purchase 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 Purchase Agreement or the Condominium Documents. Any Foreign Government Purchaser shall designate and authorize a lawful agent to receive process for and on behalf of the Foreign Government 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 Purchase Agreement or the Condominium Documents. A Foreign Government Purchaser will be required at Closing to deposit with the Condominium an amount equal to 2 years' Common Charges in effect for the Residential Unit which will be in addition to the required contribution to the Working Capital Fund. (See the Section of the Plan entitled "Procedure to Purchase" for details.)

Section J-51 Tax Abatement

20. (a) The Building is currently receiving a partial abatement from real estate taxes pursuant to Section 11-243 (previously Section J-51) of the New York City Administrative Code ("J-51 Abatement"), in an amount of approximately $25,767 per year, which is due to expire on June 30, 2018 ("Expiration Date"). The estimated real estate taxes set forth in Schedule A are based on the assumption that the J-51 Abatement will continue to apply to the Property and each Residential Unit once the Condominium is created and the Residential Units are separately assessed and that there will not be any change in the taxable status of the Property. Notwithstanding, there can be no assurance that the J-51 Abatement will continue once the Condominium is created or if continued will be revoked prior to the Expiration Date or after the Expiration Date. If for any reason the J-51 Abatement is revoked prior to the

Expiration Date or after the Expiration Date, there will be no abatement from real estate taxes payable with respect to the Residential Units. Neither Sponsor, Sponsor's counsel, Sponsor's Real Estate Tax Counsel, Selling Agent, Managing Agent nor any other Person makes any representation or guaranty as to the amount of real estate taxes payable at any time by any Residential Unit Owner or as to the amount of any tax abatement that will actually be received at any time. (See the Sections of the Plan entitled "Real Estate Tax Abatement Benefits" and the "Real Estate Tax Projection Opinion" set forth in Part II of the Plan for further details.)

Apportionments with the Condominium

21. At the First Closing, certain apportionments will be made between Sponsor and the Condominium. If the result of the Closing adjustments is 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 installment on the first anniversary of the First Closing, without interest, pursuant to an unsecured, negotiable, promissory note to be executed by the Condominium Board and delivered to Sponsor at the First Closing. The promissory note may be prepaid by the Condominium in full at any time, or in part from time to time, without penalty. (See the Section of the Plan entitled "Working Capital Fund and Apportionments" for details.)

Insurance Coverage

22. The insurance coverage set forth in the Section of the Plan entitled "Schedule B – Budget for First Year of Condominium Operation" excludes coverage for mold, pollution, contamination, environmental and asbestos risks.

Description of Property and Building Condition

23. (a) The "Description of Property and Building Condition" set forth in Part II of the Plan prepared by Sponsor's Architect, notes the condition and recommends the repair and/or replacement of certain portions of the Building. Sponsor may perform some, but not all, of the repairs and/or replacements listed in the "Description of Property and Building Condition." No assurance can be given that the Reserve Fund will be adequate to pay for the replacement of capital items listed in the "Description of Property and Building Condition," or other such replacements or repairs, and if additional monies are required over and above the Reserve Fund, it may be necessary to increase Common Charges or levy a Special Assessment against Unit Owners. The Reserve Fund may only be used for capital expenditures and may not be used to reduce Residential Common Charges. (See the "Description of Property and Building Condition" In Part II and the Section of the Plan entitled "Reserve Fund" for details.)

(b) Sponsor's obligations under the Plan do not include an obligation to remove any asbestos disclosed in the Asbestos Report and Sponsor does not intend to perform such remedial work. (See the Section of the Plan entitled "Rights and Obligations of Sponsor" under the subsection "Sponsor's Obligations with respect to Asbestos" for further details.)

Mechanical Equipment

24. The Building currently contains or may contain certain major mechanical equipment, including, but not limited to, elevator machine rooms, fans, pumps, domestic water tanks, chillers and cooling towers (collectively, "Equipment") located on or in the cellar, on the roof and on the second and third floor roofs of the Building. Residential Units and Common Elements in close proximity may be affected. Sponsor shall have no liability for any such noise and vibration emanating from the Equipment. Purchasers should note that subsequent to the First Closing, the Condominium Board will be responsible for the proper upkeep and maintenance of such Equipment in accordance with Law.

Lead-Based Paint and/or Lead-Based Hazards

25. Under applicable Federal and local law, lead-based paint can no longer be used in the construction of a building. Under Federal Law, Sponsor must provide Purchasers with all available records and material pertaining to lead-based paint and/or lead-based hazards in the Building. Set forth as an Exhibit in Part II of the Plan is a HUD Lead Based Paint Free Certificate dated August 14, 2004 issued by Shaindel Environmental Consulting, Inc. Sponsor will comply with applicable Law concerning the use of lead-based paint. Set forth as an Exhibit in Part II of the Plan is a copy of the booklet issued by the United States Environmental Protection Agency, EPA 747-K-95-001, which details certain information regarding lead-based paint. In accordance with the terms of the rider annexed to the Purchase Agreement, Purchasers have the right to inspect their Residential Units for the presence of lead-based paint. See the Purchase Agreement set forth in Part II of the Plan for further details.

Special Rights of Sponsor

26. (a) Sponsor shall have an exclusive right and easement (i) to erect, use, lease, maintain, repair, replace and operate (a) antennae, satellite dishes and other communications equipment, and (b) pipes, risers, ducts, flues and equipment necessary or desirable to provide heat, air-conditioning, exhaust, or ventilation as required or, as permitted by Law, on any part of the roof and/or façade of the Building and elsewhere on the Common Elements (excluding Terraces appurtenant to Residential Units) and to utilize any risers, conduits, piping, cables, ducts and electrical panels and rooms, telephone/cable panels and rooms in connection therewith; and (ii) to erect, maintain, replace and/or repair any sign and/or lighting permitted by Law on the Property for the purposes of advertising the sale of any Unit, the leasing of space in any Unit or the operation of any business of a tenant or occupant of any Unit. Sponsor shall be entitled to permit any one or more of such easements to be utilized by the Non-Residential Unit Owners and/or Permitted Users. (See the Section of the Plan entitled "Rights and Obligations of Sponsor" for details.)

(b) Sponsor reserves the right, in its sole and absolute discretion, to sell, lease, license or otherwise transfer to a Unit Owner, any non-material 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. Any such sale, lease, license or transfer will be disclosed in a duly filed amendment to the Plan, and the Declaration and Floor Plans will be amended, if required. (See the Sections of the Plan entitled "Changes in Prices and Units" and "Rights and Obligations of Sponsor" for details.)

(c) 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, including, without limitation, due to Sponsor's Redevelopment Work, including without limitation, the right to access any common areas of the Building or the Property and any Non-Residential Units (subject to the rights of tenants thereof), temporarily interrupt utility service in connection with such Work, temporarily relocate entrances and exits to the Building (provided legally required means of access and egress are provided); provided, however, that Sponsor anticipates that the Sponsor Redevelopment Work will be substantially completed prior to the recording of the Declaration. The square footages of each Non-Residential Unit listed in Schedule A reflects the anticipated square footages of such Units after the completion of the Sponsor Redevelopment Work, and the Common Interest of each Residential and Non-Residential Unit is based in part on the relative square footages of the Units after completion of the Sponsor Redevelopment Work. (See the Sections of the Plan entitled "Schedule A," "Changes in Prices and Units" and "Rights and Obligations of Sponsor" for details).

27. Each Unit is measured horizontally from the exterior side of the exterior walls (columns, mechanical pipes, shafts, shaftways, chases, chaseways and conduits are not deducted from measurement

of each Unit) to the centerline of the partitions separating one Unit from another Unit, or separating one Unit from corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements not within a Unit or to the exterior side of the opposite exterior walls. Each Unit is measured vertically from the top of the floor (located under the finished flooring and sub-flooring materials, if any) to the underside of the ceiling. As is customary in New York, these square foot areas will exceed the usable floor area of each Unit. (See the Footnotes to Schedule A in Part I of the Plan and the "Description of Property and Improvements" set forth in Part II of the Plan for details.)

Window Guards

28. It is the responsibility of each Residential Unit Owner to notify the Managing Agent in writing when a child or children under the age of eleven (11) years lives or resides (even temporarily) in the Residential Unit. In the event that window guards are to be installed in the Residential Unit, such installation shall be performed at the direction of the Managing Agent and the cost thereof (for the window guards and installation thereof and of any additional equipment required by Law) shall be charged to and paid by the Purchaser/Unit Owner of the Residential Unit. It is the responsibility of each Residential Unit Owner to ensure that all operable windows opening into the Residential Unit comply with Laws relating to window guards and, if necessary, to install, operate and maintain, at the Residential Unit Owner's expense, any additional equipment required by Law. Sponsor makes no representation, warranty or assurance whether Residential Unit Owners will comply with the foregoing obligations. (See the Section of the Plan entitled "Terms of Sale" for further details.)

Excess Development Rights Utilized by Sponsor for Sponsor's Redevelopment Work

29. (a) Sponsor is currently utilizing the existing Excess Development Rights appurtenant to the Property in connection with Sponsor's redevelopment of portions of the Property described in subsection (b) below ("Sponsor's Redevelopment Work") and Sponsor does not anticipate that any Excess Development Rights will remain upon completion of Sponsor's Redevelopment Work. However, if any Excess Development rights remain after completion of Sponsor's Redevelopment Work and/or if the applicable provisions of the Zoning Resolution change in the future, such changes may generate transferable Excess Development Rights which will not be included in the Property and shall be the exclusive property of Sponsor. Sponsor cannot represent the amount of transferable Excess Development Rights that could result from such changes. Neither the Condominium Board nor any Unit Owner (other than Sponsor or a Development Rights Owner) shall have any right or interest in any Excess Development Rights. If any Excess Development Rights are transferred to adjoining premises, the light and air of the Building and views from Units and/or Terraces may be affected. Notwithstanding the foregoing, Excess Development Rights may not be used to expand the size, height, bulk or density of any portion of the Property after the recording of the Declaration. (See the Section of the Plan entitled "Rights and Obligations of Sponsor" and the Declaration in Part II of the Plan for details.)

(b) Sponsor's Redevelopment Work presently consists of the following: (i) expansion of the base of the Building to the property line, which will add approximately 9,000 square feet of ground floor retail space and approximately 11,000 square feet of second floor office space (which Sponsor intends to lease for community facility use, such as medical or educational use); (ii) relocation of the Residential entrance and Residential lobby of the Building to West 95th Street; and (ii) construction of Residential amenity areas for the exclusive use of residents of the Condominium, including a fitness center, children's playroom and community room on the second floor, which will open onto a landscaped roof deck and playground. Sponsor has the right, by amendment to the Plan, to add or delete any items of work designated as Sponsor's Redevelopment Work.

INTRODUCTION

Nature of the Transaction

Axton Owner LLC ("Sponsor") is a limited liability company organized and existing under the laws of the State of Delaware. Sponsor acquired the Property on April 26, 2007 from New Amsterdam Associates, L.P.

Sponsor presents this offering plan, as the same may be amended from time to time ("Plan") for the conversion to condominium ownership of the Land and Building pursuant to the Condominium Act. The Condominium will be known as 175 West 95 Condominium and located at 175 West 95th Street, New York, New York 10025 ("Property"). The current entrance to the Building is on Amsterdam Avenue and the current address of the Building is 733 Amsterdam Avenue, New York, New York 10025. Upon the relocation of the residential entrance to 95th Street, Sponsor anticipates that the street address of the residential portion of the Building will be changed accordingly.

The Condominium will consist of: (a) 229 Residential Units (including 1 Resident Manager's Unit), (b) a Garage Unit, (c) a Community Facility Unit, and (d) a Retail Unit. The Garage Unit, the Community Facility Unit and the Retail Unit are collectively, referred to as the "Non-Residential Units." The Residential Units and the Non-Residential Units are collectively referred to as the "Units."

The 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 New York State Department of Law ("Department of Law") and serving the amendment on Offerees, as the term "Offerees" is defined in the Regulations of the Department of Law.

The Plan is presented in two parts that, together with all documents filed with the Department of Law, constitute the entire offer of Sponsor. Part I sets forth a general description of the offering and the Condominium and Part II contains the basic documents necessary to create the Condominium and otherwise effectuate the Plan. Also included in Part II is a detailed physical description of the Property and other certifications as to certain matters discussed in the Plan.

In addition, Sponsor has filed with the Department of Law, Exhibits to the Plan which, along with the Plan, constitute the entire offer of Sponsor. Copies of the Plan and all documents referred to in the Plan and all Exhibits submitted to the Department of Law in connection with the Plan shall be available for inspection by prospective Purchasers and their attorneys without charge and for copying at a reasonable charge by any Person who shall have purchased a Unit offered by the Plan at the Sales Office and available for inspection and copying at the office of the Department of Law. A prospective Purchaser (other than a Tenant-Purchaser) may borrow a copy of the Plan upon payment of a $200 deposit, which amount will be fully refunded upon either (i) the prompt return of all borrowed materials in good condition or (ii) the execution by the borrower of a Purchase Agreement subsequently accepted by Sponsor. Copies of the Plan will be served upon all Tenant-Purchasers in accordance with the GBL. Prospective Purchasers are advised to consult with their attorneys or other advisors before agreeing to Purchase. All documents are important and should be read carefully by prospective Purchasers.

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

The Condominium and the New York State Condominium Act

The Condominium will be organized pursuant to the New York State Condominium Act (New York Real Property Law, Article 9-B, Sections 339-d to 339-kk) by Sponsor's recording of a Declaration of Condominium Ownership in the Office of the Register of the City of New York, County of New York. From and after the recording of the Declaration, Sponsor will be the owner of each Unit until such time as such Unit is conveyed to a Purchaser. The Condominium will comply with all statutes and regulations applicable to condominiums in the State of New York. The Declaration and By-Laws of the Condominium are set forth in Part II of the Plan.

Offering of Residential Units for Sale

Sponsor hereby offers the Residential Units for sale pursuant to the Plan. In addition, the Resident Manger's Unit is being sold by Sponsor to the Condominium to be used by the Resident Manager. The Purchase Prices for each of the Residential Units are listed in the Section of the Plan entitled "Schedule A – Purchase Prices and Related Information" ("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.

Schedule A also contains a listing of the approximate square footage of each Residential Unit. (See the Section of the Plan entitled "Description of Property and Building Condition" and the Floor Plans in Part II for details.)

1. **The Offer to Present Existing Tenants to Purchase Unit Occupied by such Tenant(s)**

Bona Fide Tenants have the exclusive right to purchase their respective Residential Units within 90 days from the Presentation Date of the Plan to them ("Exclusive Purchase Period") at the discounted Purchase Prices set forth in Schedule A.

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

In order to qualify for the foregoing benefits during the Exclusive Purchase Period, a Bona Fide Tenant must submit to Selling Agent during the Exclusive Purchase Period, four (4) fully completed, executed and unaltered original counterpart Purchase Agreements, a completed and executed original form W-9 or form W-8 as applicable and an unendorsed check for the Deposit in an amount equal to 5% of the Purchase Price for such Residential Unit ("Deposit"). (See the Section of the Plan entitled "Procedure to Purchase" for further details.)

If prior to the First Closing, Sponsor amends the terms and conditions of this offering to be more favorable to Bona Fide Tenants, a Tenant-Purchaser who executed and submitted a Purchase Agreement and Deposit for the Residential Unit which the Tenant-Purchaser occupied on the Filing Date, before Sponsor amended the terms of the Plan, shall benefit from the more favorable terms and conditions.

2. **The Offer to Non-Tenant-Purchasers**

Sponsor hereby offers for sale the Residential Units set forth in Schedule A to Non-Tenant-Purchasers (defined as Purchasers other than Tenant-Purchasers) on the following terms:

(i) They shall have opportunity to purchase a Vacant Unit at the prevailing "Purchase Price for Non-Tenant-Purchasers" as set forth on Schedule A, as amended from time to time; and

(ii) They shall have the opportunity to purchase an occupied Residential Unit either following the Exclusive Purchase Period afforded Bona Fide Tenants or upon receipt of a written

waiver by the Bona Fide Tenant of the right to purchase the Residential Unit which such Bona Fide Tenant occupies during the Exclusive Purchase Period, at the "Purchase Price for Non-Tenant-Purchasers" as set forth on Schedule A, as amended from time to time.

In order to qualify for the foregoing benefits, a Non-Tenant-Purchaser must submit to Selling Agent four (4) fully completed, executed and unaltered original counterpart Purchase Agreements, a completed and executed form W-9 or form W-8 as applicable and an official bank check for the Deposit in an amount equal to 10% of the Purchase Price for the Residential Unit to be purchased. (See the Section of the Plan entitled "Procedure to Purchase" for further details.)

Terms of Offer

The Residential Units and their appurtenant Common Elements are being sold "as is" to Tenant-Purchasers in the condition in which they exist on the Filing Date of the Plan, subject to ordinary wear and tear and further subject to Sponsor's obligations to maintain the Building until the First Closing and to make repairs, improvements or decorations as may be otherwise set forth in the Plan; and to Non-Tenant-Purchasers "as is" in the condition in which they exist on the Closing Date of such Residential Unit.

All Deposits received by Sponsor directly or through its agents or employees will be held in accordance with the Section of the Plan entitled "Escrow and Trust Fund Requirements."

A copy of the form of Purchase Agreement that will be used by Sponsor in connection with the sale of the Residential Units is set forth in Part II of the Plan. Sponsor reserves the right to revise the form of Purchase Agreement from time to time. All material and adverse changes in the Purchase Agreement will be by an amendment to the Plan.

No binding obligation shall arise for the sale of a Residential Unit unless and until a Purchase Agreement, executed by both Purchaser and Sponsor, has been exchanged, and Sponsor has collected the Deposit (see the Section of the Plan entitled "Procedure to Purchase" for further details), except for a Bona Fide Tenant who executes and delivers an unaltered Purchase Agreement and the Deposit to Sponsor within the Exclusive Purchase Period for the Residential Unit occupied by such Bona Fide Tenant on the Filing Date who is in good standing under such Bona Fide Tenant's lease, provided that such rejection is not based on sex, race, creed, color, national origin, marital status, ancestry, disability, or other grounds proscribed by Law.

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

Additionally, each Purchaser of a Residential Unit will be required to make a non-refundable contribution to the Working Capital Fund. Such contribution, to be made at the time of Closing of the Residential Unit, shall be in an amount equal to 2 months' Residential Common Charges in effect at the time of Closing for each Residential Unit purchased. (See the Section of the Plan entitled "Working Capital Fund and Apportionments" for details.)

Applicable Rent Laws

The Plan is a non-eviction plan and is being presented in compliance with the requirements of Section 352-eeee of the General Business Law ("GBL") which sets forth the procedure for converting dwelling units to condominium ownership. Under the GBL, Sponsor may declare the Plan to be effective when Purchase Agreements have been executed for at least 15% of the Residential Units in the Building by Bona Fide Tenants in occupancy on the Filing Date or Bona Fide Purchasers who represent that they intend that they or one or more specified Family Members will occupy the Residential Unit when it becomes vacant. A Non-Purchasing Tenant of a Residential Unit will not be evicted by reason of conversion of the Property to

condominium ownership. As of the approximate submission date of the preliminary Plan (or "red herring") to the Department of Law, all of the Residential Units (excluding the Resident Manager's Unit, which is exempt from the Rent Laws) in the Building are subject to the Emergency Tenant Protection Act of 1974, the New York City Rent Stabilization Law and Code, the Rent Regulation Reform Act of 1997 ("RRRA") and the rent regulatory scheme or any codes, Residential Rules and Regulations promulgated thereunder (collectively "Rent Laws").

Purchasers should refer to the Sections of the Plan entitled "Rights of Existing Tenants" and "Obligations of Purchasers of Residential Units Occupied by Non-Purchasing Tenants" for details.

Sponsor's Reservation of Right to Lease Rather than Sell Units

In accordance with the terms of the Plan, Sponsor has reserved the unconditional right, following the expiration of the Exclusive Purchase Period to: (1) sell occupied Residential Units to one or more non-occupant Purchasers for investment or resale; (2) lease occupied Residential Units to others; and (3) retain vacant Residential Units for future rental or sale. Any such sales are subject to the rights, if any, of Non-Purchasing Tenants, to purchase their Residential Units during any subsequent Exclusive Purchase Period which occurs prior to the Effective Date. Sponsor has reserved the right to lease any vacant Residential Unit prior to Closing to the Purchaser thereof or any other party.

Sponsor further reserves the unconditional right to lease rather than sell Residential Units as they become vacant. Sponsor's right to lease rather than sell Residential Units once they become vacant is unconditional and exercisable in Sponsor's sole discretion. In addition, Sponsor intends to offer 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 lease such Residential Units and accordingly, such Residential Units will not be used for the personal occupancy of the owner thereof. Since the Condominium Board does not have the right to approve or disapprove prospective Residential Unit Owners, there will be no limit on the number of Residential Unit Owners who may purchase Residential Units for investment rather than for personal occupancy. Accordingly, it is possible that a significant proportion of Residential Unit Owners will not be residents of the Building and that a significant portion of tenants may not be Residential Unit Owners. Notwithstanding the foregoing, Sponsor has been advised that, as a result of certain guidelines promulgated by FNMA, in order for a Residential Unit Owner to avoid one of the bases for Unit financing disqualification by FNMA, Sponsor must forego the right to lease vacant Residential Units owned by Sponsor, except as noted below. Accordingly, notwithstanding Sponsor's right to lease vacant Units as set forth in the Plan, and in an effort to conform to such FNMA guidelines, Sponsor shall forego its right to lease, rather than sell, Residential Units as they become vacant, except as follows: Sponsor shall make a good faith effort to sell any Residential Unit that is currently vacant and any Residential Unit that becomes vacant hereafter, provided that Sponsor will have the right to lease a vacant Residential Unit if the then-existing market value of such Unit is less than 75% of the last offering price for such Unit as disclosed in the Plan or amendment thereto. Sponsor reserves all rights to reinstate its unconditional right to lease, rather than sell, vacant Residential Units, by amendment to the Plan. Notwithstanding the foregoing, Sponsor makes no representation concerning (i) the applicability of any FNMA guidelines at any point in time, (ii) the qualification by FNMA of any Residential Unit or the Condominium at any point in time or (iii) with respect to the ability of any prospective Purchaser to obtain financing for the purchase of the Residential Unit at any point in time. Purchase Agreements are not contingent upon the ability of the Purchaser to obtain financing for such purchase. In addition to the foregoing, the mortgages which presently encumber the Property may limit Sponsor's ability to lease Residential Units as they become vacant, except for Interim Leases executed by Purchasers in conjunction with Purchase Agreements.

Prospective Purchasers should be aware that they potentially may be living with non-purchasing occupants in many of the Residential Units for an indefinite period, depending upon market conditions. Because the Plan may be declared effective on sales of 15% of the Residential Units to Bona Fide Tenants and/or to Bona Fide Purchasers for their own occupancy, Purchasers may be living in a mixed rental/owner-

occupied building for an indeterminate period of time. Owner-occupants may not control the Condominium Board during the transition of the Building from rental status to a condominium or ever.

Owner-occupants, non-resident Residential Unit Owners (including Sponsor), tenants of Residential Unit Owners and Non-Purchasing Tenants may have different interests and inherent conflicts with respect to operation, repairs, maintenance and management of the Condominium and other conflicts between residents may arise in a mixed rental/owner-occupied Building because of their different reasons for purchasing the Residential Units (i.e., ownership of a home as opposed to an investment or rental occupancy) and because of Sponsor's continuing role in the operation of the Building. Owner-occupants may never gain effective control and management of the Condominium Board under the terms of the Plan. (See the Section of the Plan entitled "Obligations of Purchasers of Units Occupied by Non-Purchasing Tenants" for details.)

Residents of the Condominium may be comprised of both Residential Unit Owners and tenants leasing from Sponsor or other Residential Unit Owners. Individuals leasing Residential Units from Sponsor will not, except as expressly provided in their respective leases, have any special rights to purchase such Residential Units. In addition, a Purchaser may be acquiring a Residential Unit which has been previously occupied, but such Residential Unit will be delivered at Closing free and clear of all leases and tenancies except as may otherwise be agreed to in writing by the parties.

Basic Aspects 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 Non-Residential building in the case of a Non-Residential Unit. Each Unit Owner owns fee title to the Unit and is entitled to the exclusive possession and use thereof, and is obligated to comply 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 Building stands and foundations and supports of the Building, these Common Elements being more specifically designated as "General Common Elements," (ii) portions of the Building serving and benefiting the Residential Units, exclusively, including for example, and without limitation, the residential hallways, corridors and elevators servicing the Residential Units, these Common Elements being more specifically designated as "Residential Common Elements," and (iii) portions of the Building exclusively serving or benefiting one Residential Unit such as a Terrace, these Common Elements being more specifically designated as "Limited Residential Common Elements."

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. 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 to designate members of the Condominium Board, as set forth in the Section of the Plan entitled "Rights and Obligations of Unit Owners and the Condominium Board." When voting for members of the Condominium Board, each Residential Unit Owner shall be entitled to cast one vote for each .00001% 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 Unit will be taxed as a separate tax lot for real estate tax purposes and may be separately mortgaged by the Unit Owner thereof, 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 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 Owners 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 Taxes - Deductions to Residential Unit Owners and Tax Status of the Condominium" for further details.)

With certain exceptions set forth in the By-Laws, 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 third party to acquire or lease such Residential Unit on the same terms as were offered to the owner of such Residential Unit. Sponsor and the Non-Residential Unit Owners may sell or lease any of their respective Units without any restriction or limitation. (See the Section of the Plan entitled "Rights and Obligations of Unit Owners and the Condominium Board" subsection "Sales and Leases of Residential Units" for details.)

The cost of operating the Condominium will be borne entirely by the Unit Owners in accordance with the allocations set forth in the Schedule B – Projected Budget for the 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. Residential Common Charges will be assessed against Residential Unit Owners in the same proportion their respective Residential Units bears 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. Purchasers are obligated to pay monthly Common Charges pursuant to the New York Condominium Act (RPL Sections 339(i) and (m)).

While the costs and expenses of ordinary maintenance to the Terraces including the obligation to keep drains free and clear of snow, ice and debris are borne by the individual Residential Unit Owners, the costs and expenses of any structural, capital or extraordinary repairs or replacements to any Terrace (with the exception of certain specified elements on the Terrace) will be charged to all Residential Unit Owners as a Residential Common Expense unless caused by the responsible Residential Unit Owner. With respect to the Resident Manager's Unit, the costs and expenses of maintenance, repair and replacement will be passed through and shared by all Unit Owners in accordance with Schedule B.

The Common Interest 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 Residential Common Interest of each Residential Unit in the Residential Common Elements is based upon the 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 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 expense or exclusive control of particular Common Elements. The allocated Common Charges payable by the Non-Residential Units 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 Prices 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, including, without limitation, the flooring, fixtures, furniture, furnishings, equipment, appliances and personal property located within the Unit, any Residential Limited Common Elements appurtenant thereto, as well as liability insurance with respect to occurrences in or about the Unit, any Residential Limited 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. (See the Section of the Plan entitled "Rights and Obligations of Unit Owners and the Condominium Board" for details.)

Each Purchaser of a Residential Unit (other than an Owner of Unsold Residential Unit) will be required to make a contribution to the Working Capital Fund of the Condominium. Such contribution, to be made at the time of Closing, shall be in an amount equal to 2 months' Residential Common Charges assessed against the Residential Unit at Closing. (See the Section of the Plan entitled "Working Capital Fund and Apportionments" for details.)

In addition to the payment of Common Charges, each Unit Owner will be responsible for the payment of the real estate taxes which will be separately assessed against the Unit, interest and amortization payments on any mortgage and charges for electricity consumed in the Unit.

Real Property Law – Section 339-kk

Set forth in Part II of the Plan is a copy of Section 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 on any tenant occupying a Residential Unit to pay rent directly to the Condominium if the Residential Unit Owner has failed to pay Residential Common Charges, Special Assessments or late fees for such Residential Unit within 60 days after the expiration of any grace period.

Income Taxes

Please refer to the opinion of Stroock & Stroock & Lavan LLP, Tax Counsel to Sponsor, set forth in full in Part II of the Plan, for a discussion regarding the deductibility for federal, New York State and New York City income tax purposes, of real estate taxes and the interest paid on a mortgage, if any, on a Residential Unit.

Purchasers are advised to consult with their own tax advisors regarding the availability or non-availability of such deductions on a case-by-case basis.

Certain Improvements and Replacements

In connection with the conversion of the Building to its new status as a condominium, Sponsor will undertake a program of cosmetic improvements and capital replacements. For details concerning the above, see the Section of the Plan entitled "Rights and Obligations of Sponsor" under the subsection "Sponsor's Undertaking With Respect to Certain Improvements and Replacements to the Common Elements" for details.

General

Under the Condominium Act, a Unit may be owned by an individual or entity and used for any legal purpose, subject to the provisions of the Declaration, By-Laws and any and all Residential Rules and Regulations promulgated thereunder. Sponsor will not accept an offer of purchase from an individual younger than 18 years old or an incompetent under Law.

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

DEFINITIONS

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 and the By-Laws:

"Adverse effect" or "adversely affect" shall mean any action or proposed change and with respect to any Unit Owner(s), that such action or change could, if realized, (i) increase the Common Charges payable over those set forth in the budget in effect at the time in question by 25% or more, (ii) materially and permanently interfere with such Unit Owner's access to the Unit, (iii) materially and permanently obstruct or degrade the view from the windows and/or Terraces of the Unit or (iv) otherwise materially diminish 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 rental of Units of the nature described in subdivision (ii) above; and (iv) any other assets of the Condominium.

"Bona Fide Purchaser" shall mean a Purchaser who (other than a Bona Fide Tenant) represents that Purchaser or Family Members of Purchaser intend to occupy the Residential Unit when it becomes vacant.

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

"Building" shall mean the building located at 175 West 95th Street (a/k/a 733 Amsterdam Avenue), New York, New York 10025.

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

"By-Laws" shall mean the by-laws governing the operations of the Condominium, which are set forth as Exhibit D to the Declaration, as the same may be amended from time to time, which is set forth in Part II of the Plan.

"Certificate of Occupancy" shall mean the permanent certificate of occupancy for the Building issued by the Buildings Department.

"Closing" or "Closing of Title" shall mean the date, time, place and procedure by which, among other things, fee title to a Unit and its appurtenant Common Interest is conveyed pursuant to a fully-executed Purchase Agreement.

"Closing Date" shall mean the date on which the Closing or the Closing of Title occurs.

"Common Charges" shall mean the charges allocated and assessed by the Condominium Board to the Unit Owners, pro-rata, in accordance with Schedule B allocations and as provided in the Declaration or in the By-Laws to meet the Common Expenses.

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

"Common Expenses" shall mean all costs and expenses to be incurred generally by the Unit Owners pursuant to the Declaration and/or the By-Laws in connection with: (i) the repair, maintenance, replacement, restoration and operation of, and any alteration, addition, or improvement to, the Common Elements; (ii) the establishment and/or maintenance of a general operating reserve, or a reserve fund for working capital, 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 in fee simple absolute, expressed as a numerical percentage, in the Common Elements, appurtenant to each Unit. The aggregate Common Interest for all Units is 100%. The Common Interest attributable to each Unit is set forth on Schedule A to the Plan and Exhibit B to the Declaration.

"Community Facility Unit" shall mean the Non-Residential Unit designated as the Community Facility Unit or Unit CU3 in the Declaration and on the Floor Plans.

"Condominium" shall mean 175 West 95 Condominium which will be 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 same may be amended from time to time (New York Real Property Law, Article 9-B).

"Condominium Board" shall mean the governing body of the Condominium which conducts the affairs and supervises the operations of the Condominium.

"Condominium Documents" shall mean the Declaration, the By-Laws, the Residential Rules and Regulations and the Floor Plans.

"Declarant" shall mean Axton Owner LLC and its successors and assigns.

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

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

"Deposit" shall mean all deposits, advances and payments made by a Purchaser prior to the Closing of a Unit.

"Development Rights Owner" shall mean Sponsor or any Person which acquires all or any portion of the Excess Development Rights from Sponsor.

"Effective Date" shall mean the date upon which the Plan is declared effective.

"Excess Development Rights" shall mean certain rights, as determined by the Zoning Resolution of the City of New York ("Zoning Resolution"), that are available as of the date of the Declaration or may become available thereafter by any means, and are appurtenant to a zoning lot, whereby (a) contiguous tax lots may be merged into a single zoning lot ("Combined Zoning Lot") and the Combined Zoning Lot or a portion thereof may be developed by erecting thereon one or more structures with (i) "floor area" (as such term is defined in the Zoning Resolution); (ii) any bulk and density development rights permitted under the Zoning Resolution, (iii) any so-called bonus redevelopment rights hereafter appurtenant to the Property; or

(b) excess "floor area" not utilized by the Building as of the date of the Declaration may be utilized on the zoning lot or transferred to other zoning lots as permitted by the Zoning Resolution.

"Exclusive Purchase Period" shall mean the exclusive 90 day period from the Presentation Date of the Plan within which a Bona Fide Tenant shall have the exclusive right to purchase the Residential Unit such Bona Fide Tenant occupies on the Filing Date at the Purchase Prices set forth on Schedule A and any subsequent Exclusive Purchase Period which may be granted by Sponsor pursuant to an amendment to the Plan.

"Facilities" shall mean all personal property and fixtures now or hereafter existing in, on, or under the Land or the Building and either existing for the common use of one or more 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, drainage systems, sewers and/or storm pipes, drywalls, or detention tanks, drains, 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, sheetrock, interior walls, draperies, shades, window coverings, wallpaper, wallcoverings, trees, shrubbery, flowers, plants, horticultural tubs and horticultural boxes, sockets.

"Family Members" shall mean the spouse, domestic partner, their children, stepchildren, grandchildren, siblings, nieces, nephews, parents, stepparents, parents-in-law and grandparents of a Residential Unit Owner or a Tenant-Purchaser. The meaning of the term "Family Member" as used in the Plan, the Declaration and all exhibits thereto may differ from the meaning of such term as used in the Rent Laws. The meaning of such term in the Plan, the Declaration and all exhibits thereto shall be as set forth herein and not as set forth in the Rent Laws.

"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.

"First Annual Meeting" shall mean the First Annual Meeting of the Residential Unit Owners.

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

"First Year of Condominium Operation" shall mean the first 12 months of operation of the Condominium beginning on the date of First Closing, which may be a calendar or fiscal year.

"First Year's Budget" shall mean the Section of the Plan entitled "Schedule B – Budget for First Year of Condominium Operation." The First Year's Budget is sometimes referred to 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 unavoidable delays due to acts of God, weather, fire, flood, explosion, war, riot, sabotage, epidemics, quarantine, acts of terrorism, freight embargos, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, unavailability of

utilities, 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 control of Sponsor, however for purposes of this definition, lack of funds or inability to obtain financing shall not be deemed to be a cause beyond control.

"Garage Unit" shall mean the Non-Residential Unit designated as the Garage Unit or Unit CU1 in the Declaration and on the Floor Plans.

"GBL" shall mean Section 352-eeee of the New York State General Business Law.

"General Common Elements" shall mean those certain portions of the Property (other than the Units), as well as those Facilities therein, either existing for the common use of all of the Units or all 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 reserve fund for working capital, for replacements with respect to the General Common Elements.

"Initial Control Period" shall mean the period ending on the earlier to occur of (i) the Closing of Title with Purchasers under the Plan to Residential Units having at least 50% of the aggregate Common Interest appertaining to all Residential Units or (ii) 5 years after the First Closing.

"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 Unit only, (x) without in any way limiting the scope of the foregoing and for the sake of clarity, any real estate mortgage investment conduit within the meaning of Section 860D of the Internal Revenue Code, (y) any entity not included within any of the foregoing that is regularly engaged in the business of making, owning or servicing mortgage loans, including, without limitation, a so-called "conduit lender," or (z) any group of lenders which shall include one or more of the foregoing.

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

"Insurance Trustee" shall mean a bank or 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.

"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 1226, Lot 1 and more particularly described on 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, 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 and/or the direction of any public officer pursuant to Law which are applicable at the time in question.

"Majority of Residential Unit Owners" shall mean Residential Unit Owners of more than fifty percent (50%) in aggregate Residential Common Interest appurtenant to all Residential Units or Residential Unit Owners of more than fifty percent (50%) in aggregate Residential Common Interests of

only those Residential Unit Owners who are present, in person or by proxy, and voting at a duly constituted meeting of Residential Unit Owners at which a quorum is present.

"Majority of Unit Owners" shall mean Unit Owners of more than fifty percent (50%) in aggregate Common Interest appurtenant to all Units or Unit Owners of more than fifty percent (50%) in aggregate Common Interests of only those Unit Owners who are present, in person or by proxy, and voting at a duly constituted meeting of Unit Owners at which a quorum is present.

"Managing Agent" shall mean the management company or manager named in the Plan or any successor management company or manager which manages the Property at the time in question.

"Non-Purchasing Tenant" shall mean a person who has not purchased a Residential Unit under the Plan and who was a tenant entitled to possession at the time the Plan was declared effective. A person who sublets a Residential Unit from a Purchaser under the Plan is not deemed a Non-Purchasing Tenant.

"Non-Residential Unit" shall mean any of the Non-Residential Units described in the Declaration and on the Floor Plans and such other Non-Residential Units which may be created as a result of subdivision or subsequent combination of one or more of such Non-Residential Units. All such Non-Residential Units are, collectively, referred to as "Non-Residential Units."

"Non-Residential Unit Owner" shall mean any Person (including Sponsor if Sponsor owns any Unsold Non-Residential Unit) who holds fee title to one or more Non-Residential Units at the time in question. Multiple owners of Non-Residential Units are referred to together as "Non-Residential Unit Owners."

"Offeree" shall mean (a) a Purchaser who has executed and delivered a Purchase Agreement for a Residential Unit and who is not in default thereunder, (b) a Residential Unit Owner, and (c) any other Person who, pursuant to Law, is an offeree of the Plan.

"Owner of an Unsold Residential Unit" shall mean Sponsor or a principal of Sponsor and (if applicable) a Person designated by Sponsor who acquires an Unsold Residential Unit other than for their own occupancy or for the occupancy by a person related by blood, marriage or adoption to the Owner of an Unsold Residential Unit. Multiple Owners of Unsold Residential Units are referred together as "Owners of Unsold Residential Units."

"Permitted Encumbrances" shall mean those matters encumbering title to a Unit subject to which a Purchaser agrees to take title, as more particularly described on Schedule A to the form of Purchase Agreement and standard printed exceptions contained in the form of title insurance policy promulgated by the New York Board of Title Underwriters or the American Land Title Association, whichever shall be applicable.

"Permitted Mortgage" shall mean to a first mortgage permitted to be placed upon a Unit pursuant to the provisions of the By-Laws, and shall include any mortgage placed upon a Unit owned or retained by Sponsor.

"Permitted Mortgagee" shall mean to any holder or guarantor of a Permitted Mortgage at the time in question.

"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 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 the Condominium Offering Plan relating to the Property, as accepted for filing by the Department of Law pursuant to the GBL and any amendments thereto.

"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 following the acceptance of the Plan or an amendment thereto, for filing by the Department of Law.

"Property" shall mean the Land, the Building (and any structures attached thereto), the Units, all the improvements 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.

"Purchase Agreement" shall mean the agreement of purchase and sale for a Unit, the form of which is set forth in Part II of the Plan.

"Purchaser" shall mean any Person named as Purchaser in a Purchase Agreement which has been duly executed by such Person and accepted by Sponsor.

"Register's Office" shall mean the Office of the Register of the City of New York, County of New York.

"Rent Laws" shall mean, collectively, (i) the Emergency Tenant Protection Act of 1974, (ii) the New York City Rent Stabilization Law and the Code adopted pursuant thereto, (iii) the Rent Regulation Reform Act of 1997; and (iv) any codes, rules or regulations promulgated thereunder and any administration and/or judicial determinations and/or interpretations thereof, to the extent that any or all of the same shall apply to the Property.

"Resident Manager's Unit" shall mean the Residential Unit designated as the Resident Manager's Unit in the Declaration.

"Residential Common Charges" shall mean the Common Charges allocated and assessed by the Condominium Board to the Residential Unit Owners, pro-rata, in accordance with their respective Residential Common Interests to meet the Residential Common Expenses.

"Residential Common Elements" shall mean those portions of the 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.

"Residential Common Expenses" shall mean all costs and expenses to be incurred generally by the Residential 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 Residential Common Elements and/or the Residential Limited Common Elements; or (ii) the establishment and/or maintenance of an operating reserve fund for working capital, for replacements with respect to the Residential Common Elements and/or the Residential Limited Common Elements.

"Residential Common Interest" 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 Residential Unit Owner's share of the Residential Common Expenses.

"Residential Limited Common Elements" shall mean Common Elements appurtenant to a Residential Unit or Residential Units, the use and enjoyment of which is restricted to the owners of such Residential Unit or Residential Units to the exclusion of all other Residential Unit Owners (e.g. Terraces). The respective responsibilities of such Residential Unit Owners and the Condominium Board for repair and maintenance of Residential Limited Common Elements are set forth in the Declaration and By-Laws.

"Residential Rules and Regulations" shall mean the Residential 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, it being agreed that the Residential Rules and Regulations shall apply only to Residential Unit Owners and their Permitted Users.

"Residential Unit" shall mean any of the Residential Units described in the Declaration and on the Floor Plans. All such Residential Units are, collectively, referred to as "Residential Units."

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

"Retail Unit" shall mean the Non-Residential Unit designated as the Retail Unit or Unit CU2 in the Declaration and on the Floor Plans

"Schedule A" shall mean the schedule set forth in the Section of the Plan entitled "Schedule A – Purchase Prices of Units and Related Information."

"Schedule B" shall mean the schedule set forth in the Section of the Plan entitled "Schedule B – Budget for First Year of Condominium Operation." Schedule B is sometimes referred to as the "First Year's Budget."

"Selling Agent" shall mean Corcoran Group Marketing or any successor Selling Agent at the time in question.

"Special Assessment" shall mean the charges allocated and assessed by the Condominium Board to all Unit Owners or to the Residential Unit Owners only, pro-rata in accordance with their respective Common Interest or their respective Residential Common Interest, as the case may be (except as otherwise provided in the Declaration or in the By-Laws).

"Sponsor" shall mean Axton Owner LLC, Sponsor's successors and assigns as well as any other Person(s) designated by Sponsor in a writing to the Condominium Board or by amendment to the Plan to retain Sponsor's rights under the Plan and the Condominium Documents.

"Sponsor's Redevelopment Work" shall men the work performed by Sponsor on the Property as described in the Plan, as amended, including without limitation, increasing the size of the Non-Residential Units and adding and improving Residential amenity areas.

"Tenant-Purchaser" shall mean a Bona Fide Tenant who purchases the Residential Unit which such Bona Fide Tenant occupied on the Filing Date of the Plan.

"Terrace" shall mean any terrace, balcony or garden which is appurtenant to a Residential Unit as a Residential Limited Common Element and shall include any pavers, decking and drains, hose bibs, electrical outlets, lighting and light fixtures, enclosures and dividers installed as part of the original construction of the Building. All such terraces, balconies or gardens are, collectively, referred to as the "Terraces".

"Title Company" shall mean Royal Abstract, having an office at 500 Fifth Avenue, New York, New York 10110 (telephone: (212) 376-0900, facsimile: (212) 376-0911), or any successor Title Company at the time in question.

"Unit" shall mean any of the "Units" described in the Declaration and on the Floor Plans.

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

"Unsold Residential Unit" shall mean any Residential Unit owned or retained by Sponsor (or Sponsor's designee as a fee owner, tenant, subtenant or party responsible for the management and financial obligations with respect to such Residential Unit) which may or may not be offered pursuant to the Plan and to any Residential Unit for which there is a signed Purchase Agreement but for which a Closing has not yet occurred.

"Unsold Unit" shall mean any Unit owned or retained by Sponsor (or Sponsor's designee as a fee owner, tenant, subtenant or party responsible for the management and financial obligations with respect to such Unit) which may or may not be offered pursuant to the Plan and to any Unit for which there is a signed Purchase Agreement but for which a Closing has not yet occurred.

"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 development of a zoning lot.

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

DESCRIPTION OF PROPERTY 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 Building Condition" contained in Part II of the Plan.

Location

The Property is located in the Borough of Manhattan, City and State of New York. The current entrance to the Building is on Amsterdam and the current address of the Building is 733 Amsterdam Avenue, New York, New York 10025. Upon the relocation of the residential entrance to 95th Street, the street address of the Building will be changed to 175 West 95th Street, New York, New York 10025.

Improvements - General Description of Units

The Condominium will consist of 229 Residential Units (including a Resident Manager's Unit) and 3 Non-Residential Units located within a 27 story structure.

There will also be various amenities for the benefit of the Residential Unit Owners, including a fitness center, children's playroom, community room, outdoor landscaped roof deck and playground and various utility and service areas located throughout the Building. (See the subsection entitled "Services and Facilities" for details.)

Purchasers should refer to the Description of Property and Building Condition contained in Part II of the Plan for more details.

Residential Units

There will be 229 Residential Units located on Floors 2 through 28 (there is no designated 13th floor), the square footages of which are set forth on Schedule A.

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

Resident Manager's Unit

At or subsequent to the First Closing, Sponsor shall sell and convey Residential Unit 2A to the Condominium to be used by the Resident Manager and designated as the Resident Manager's Unit. The Condominium shall be responsible for the payment of all closing costs incurred in connection with the purchase of the Resident Manager's Unit. All costs and expenses attributable to the Resident Manager's Unit will be allocated amongst all Residential Unit Owners as a Residential Common Expense in accordance with Schedule B, including the costs of utilities, basic telephone service and the costs of financing the purchase of the Resident Manager's Unit, real estate taxes and the costs of repairs, alterations and improvements undertaken by the Condominium attributable to the Resident Manager's Unit. The Purchase Price of the Resident Manager's Unit is $609,000.00. At the Closing, the Condominium, on behalf of all Residential Unit Owners, will pay the Purchase Price by executing and delivering to Sponsor one or more purchase money note(s) in the aggregate amount of $609,000.00 secured by one or more mortgage(s) on the Resident Manager's Unit. The purchase money note (s) will bear interest at a rate of 7% per annum and will provide for the payment of equal constant monthly installments of $4,721.57, each which includes interest and principal with a 20 year amortization schedule which will require a balloon payment of principal on the maturity date of approximately $525,303.00, assuming all monthly payments have been made. The purchase money note(s) will mature on the fifth anniversary of the Closing. Sponsor does not intend to refinance or

extend the purchase money note and purchase money mortgage at maturity. Purchasers are advised that refinancing by another lender may not be available and that the Condominium, in order to repay the purchase money note, may be required to assess all Residential Unit Owners in proportion to their respective Residential Common Interests. At Sponsor's option, the note(s) and mortgage(s) may be assigned to an Institutional Lender. All closing costs, without exception, including but not limited to, origination and application fees, recording fees, mortgage recording taxes, mortgage and fee title insurance, legal fees and transfer taxes due in connection with the transfer and mortgage of the Resident Manager's Unit (estimated to be approximately $29,158.00) will be paid from the Working Capital Fund. In the event that the Working Capital Fund is not sufficient to pay these closing costs, Sponsor will advance the funds necessary on behalf of the Condominium in exchange for an interest-free promissory note in favor of Sponsor secured by the Working Capital Fund in the amount of the funds so advanced ("Resident Manager's Unit Advance"), providing for repayments of principal only from the Working Capital Fund. In the event the Condominium defaults under the note(s) and mortgage(s), including, but not limited to a default as the result of the Condominium's failure to pay the balance of the purchase money note(s) due at maturity, the holder may foreclose on the Resident Manager's Unit and if the proceeds from the sale of the Resident Manager's Unit are insufficient to satisfy the outstanding mortgage balance and other fees incurred, the Unit Owners could be liable for the deficiency. In the event of such a foreclosure, the Condominium will be without a Resident Manager's Unit. Accordingly, alternate arrangements will be necessary to shelter the Resident Manager in the Condominium or within such distance of the Condominium as is then required by Law.

Sponsor reserves the right, in its sole discretion, to choose a different Residential Unit other than Residential Unit 2A to sell to the Condominium as the Resident Manager's Unit; provided, however that such sale shall only be made pursuant to an amendment to the Plan and shall not result in the Condominium incurring financing charges, real estate taxes, and maintenance costs for such Unit the sum of which exceed the costs of owning Residential Unit 2A as set forth in Schedule B by more than 25%.

From the date of the First Closing until the transfer of title to the Resident Manager's Unit (for up to 2 years following the First Closing), the Condominium shall pay to Sponsor, rent in an amount equal to the sum of the following: (a) principal and interest which would have been due on the purchase money note, had same been executed by the Condominium, (b) real estate taxes assessed against the Residential Unit occupied by the Resident Manager, and (c) all other costs associated with maintenance of the Residential Unit occupied by the Resident Manager as set forth in Schedule B. In the event Sponsor exercises the right to rent the Resident Manager's Unit to the Condominium, the rental payments will not be credited against the Purchase Price.

See the Section of the Plan entitled "Schedule B, "Budget for First Year of Condominium Operation" for details regarding the costs of housing the Resident Manager.

All Common Charges attributable to the Resident Manager's Unit including utilities, real estate taxes, and cost of repairs, alterations and improvements shall be borne by all Residential Unit Owners as a Residential Common Expense. (See the Section of the Plan entitled "Schedule B – First Year's Budget" for details.)

Non-Residential Units

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

Local Law 11

New York City Local Law 11 of 1998 ("Local Law 11") which requires periodic examinations of the physical condition of certain exterior walls applies to the Building. Set forth in Part II of the Plan is a copy of

the Local Law 11 Report ("Local Law 11 Report") issued for the Building. No unsafe conditions were noted in the Local Law 11 Report.

Services and Facilities

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

Residential Lobby Attendant

There will be a concierge stationed in the residential lobby 24 hours a day, 7 days a week, which may be provided by service contract rather than by direct employment by the Condominium Board. The hours of access may be modified by the Condominium Board, in its sole discretion. However, at all times after the First Closing of a Residential Unit, the residential lobby will be attended 24 hours a day, 7 days a week by a concierge.

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. Purchasers should refer to the Footnotes to Schedule B for a completed description of the Building Staff.

Residential Elevator Service

Three (3) automatic passenger elevators will be in service 24 hours a day, 7 days a week, subject to temporary interruptions for maintenance and repair. Purchasers should refer to the Description of the Property and Building Condition set forth in Part II for details concerning the passenger elevators.

Telecommunications

Residents will be able to subscribe for telephone, television and internet services. Charges for activating cable television, installing and attaching appropriate receptacles, additional installations and monthly usage charges will be determined by and payable directly to the company(ies) providing such service(s) by each resident subscribing for and activating such service(s).

Mail

All incoming mail will be delivered to the Building by the U.S. Postal Service and deposited in mailboxes in the residential lobby. In the event the Condominium Board decides to discontinue the concierge service, the Condominium Board may be required to install parcel lockers to comply with U.S. Postal Service requirements.

Laundry Facilities

Certain renovated Residential Units may contain a combination washer-dryer. There is also a common laundry room located in the cellar of the Building.

Refuse Disposal

There are recycling bins and access to a refuse chute located on each floor containing Residential Units. The refuse chute leads directly to a compactor located in the compactor room at the cellar level of the Building. There is also a recycling storage room in the cellar of the Building.

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 over a standard touch tone telephone. The system will not have any video capabilities.

Smoke and Carbon Monoxide Detector/Sprinklers

A combination smoke and carbon monoxide detector are provided in each Residential Unit in compliance with the Law.

Fitness Center and Children's Playroom

Upon completion of Sponsor's Redevelopment Work, there will be unattended Fitness Center on the second floor of the Building, including exercise equipment. There will also be an unattended children's playroom adjacent to the Fitness Center.

Residential Outdoor Terrace

Upon completion of Sponsor's Redevelopment Work, there will be an outdoor Terrace on the second floor for the use of residents of the Building.

Community Room

Upon completion of Sponsor's Redevelopment Work, there will be a community room with bathrooms and a kitchenette located on the second floor.

Heating

Heating is provided to the Residential Units via two Federal boilers supplying low-pressure steam to the horizontal finned-tube heaters along the perimeter of the Residential Units.

Hot Water is generated to the Residential units via integral shell-and-tube heat exchangers on the upper portion of the boilers.

Air-conditioning

Air-conditioning is provided to the renovated Residential Units by air conditioning units in through-wall sleeves. Unrenovated Residential Units are also provided with through-wall sleeves; however, any air-conditioning units in such unrenovated Residential Units have been installed by the tenant thereof at such tenant's discretion.

Marketing Material

In no event shall the presence of any furniture, furnishings, finishes, equipment or decorations, wall coverings, window treatments and carpeting and the like ("FFE") in any portion of the Building set forth in any marketing materials and/or advertisements, and/or websites used in connection with the sales and marketing of the Units imply or represent that any such FFE will be located within any portion of the Building. The presence of FFE in such marketing materials is for illustrative purposes only.

General

Use of the services and facilities shall be available only to individuals who reside in a Residential Unit in the Building (i.e., a Residential Unit Owner or permitted tenant) and, subject to the Residential Rules and Regulations implemented by the Condominium Board, such individual's guests, provided that such Residential Unit Owner or tenant accompanies the guest during such use. In addition, use of the services and facilities are subject to such Residential Rules and Regulations as may be promulgated from time to time by

the Condominium Board, including, without limitation, the right to impose fees and restrictions on hours of access and use to the amenity areas such as, for example, the community room or the fitness center, subject to the Rent Laws, to the extent applicable.

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

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

Neither Sponsor, Selling Agent, Managing Agent, nor the Condominium Board will in any event be liable for the interruption, discontinuance or quality of any of the foregoing services, including, but not limited to, any services provided by any outside company or person, or for any injury to person or damage to property resulting from any act or omission of such company or persons or their employees or agents, including Building personnel or otherwise.

Common Elements

The Common Elements are comprised of: (i) portions of the Property serving and benefiting all Units, generally, these Common Elements being more specifically designated as "General Common Elements," (ii) portions of the Property serving and benefiting the Residential Units, exclusively, these Common Elements being more specifically designated as "Residential Common Elements," and (iii) portions of the Property serving and benefiting certain Residential Units, exclusively, these Common Elements being more specifically designated as "Residential Limited Common Elements."

General Common Elements

The General Common Elements include, among other things, the following (all to the extent they are utilized or service both the Non-Residential Units and the Residential Units and are not Residential Common Elements or Residential Limited Common Elements or Units): (a) the Land; (b) all foundations, footings, columns, girders, concrete floor slabs and concrete ceilings, beams, supports, and interior load bearing walls, together with those portions of the exterior walls of the Building beyond the Unit side of the glass or concealed block work or concealed concrete structural members of those walls, (c) certain corridors; (d) certain shared service rooms, electrical room, gas room, (e) exterior illumination fixtures (except those

servicing Non-Residential Units only); and (f) certain passages, hallways, stairs, corridors, mechanical and other rooms, areas and spaces which service both Residential Units and Non-Residential Units.

Residential Common Elements

The Residential Common Elements, include, among other things, the following (all to the extent that they are utilized or service only the Residential Units and are not Residential Limited Common Elements or Units): (a) residential hallways, stairs, corridors, lobby, mail room, package room, laundry room, air-conditioning rooms; (b) passenger and service elevators, (c) trash compactor room; (d) emergency generator, (e) plumbing equipment room, boiler room, oil tank room, Resident Manager's office, building storage and supply room, staff locker rooms, water tank room; compactor room; (f) elevator room, elevator pits and elevator mechanicals, exhaust and fan room; (g) all fire staircases, landings and stairs; (h) fire safety systems servicing the Residential Units; (i) the apparatus, installations, systems, equipment and Facilities in the Building (including shafts, pipes, wires, ducts, vents, cables, conduits and lines) which serve or benefit or are necessary or convenient for the existence, maintenance or safety of the Residential Units; (j) residential amenity areas including fitness center, children's playroom, community room and outdoor second floor Residential Terrace; and (k) roofs over the residential portion of the Building. A detailed description of the General Common Elements and Residential Common Elements is set forth in the Declaration.

Residential Limited Common Elements

The Residential Limited Common Elements include those portions of the Building available for the exclusive use of a particular Residential Unit or Residential Unit Owner. Terraces appurtenant to certain Residential Units as identified on Schedule A and on Exhibit B to the Declaration are the only Residential Limited Common Elements.

A Residential Unit Owner who has a Terrace appurtenant to such Residential Unit Owner's Residential Unit shall have the exclusive use of same and shall be responsible for all normal maintenance thereto, including, but not limited to, keeping drains free of debris, snow and ice, replacing light bulbs and maintaining, replacing and repairing light fixtures, electrical outlets and water spigots. The costs and expenses of any extraordinary maintenance, structural repairs or replacement of any Terraces or appurtenances thereto shall be performed by the Condominium and shall be charged to all Residential Unit Owners as a Residential Common Expense (unless caused by the Residential Unit Owner having exclusive access thereto).

A Residential Unit Owner who has a Terrace may not remove, replace, alter or modify the Terrace or any appurtenances thereto.

The Condominium Board shall have the right to require a Residential Unit Owner to remove plantings and other installations which are placed on the Terraces if the Condominium Board determines, in its reasonable discretion, that such plantings or other installations adversely affect the integrity of the Terrace or impede necessary access or are otherwise in violation of any Law. Further, the Condominium Board may establish such other Residential Rules and Regulations it deems necessary to protect the Common Elements and the Residential Units and to insure the integrity of the Building and the health and safety of the occupants.

LOCATION AND AREA INFORMATION

Location

The Property is located in the Borough of Manhattan, City and State of New York. The current entrance to the Building is on Amsterdam and the current address of the Building is 733 Amsterdam Avenue, New York, New York 10025. Upon the relocation of the residential entrance to 95th Street, the street address of the Building will be changed to 175 West 95th Street, New York, New York 10025.

The Property is bounded by Amsterdam Avenue, West 95th Street and West 96th Street.

Transportation

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

Transportation to and from the Building, and through New York City, is available by taxi and limousine services. Public transportation is also readily available. Public buses run regularly up Amsterdam Avenue and Broadway, down Columbus Avenue and crosstown on 96th Street. The number 1 local subway line stops at 96th Street and Broadway providing both uptown and downtown service. In addition to the parking garage in the Building, a number of commercial parking garages are located nearby.

Medical, Educational and Religious Facilities

A number of medical centers are located within close proximity to the Building, such as St. Luke's – Roosevelt Hospital Center and New York Presbyterian-Columbia University Medical Center.

Numerous private schools, public schools and parochial schools on the elementary, middle school and high school levels, as well as colleges and universities are located within close proximity to the Building.

There are houses of worship of most major denominations in the vicinity of the Building.

Municipal Services

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

The local police station is the 24th precinct, located at 151 West 100th Street, New York, NY 10025.

The local fire station is located at 145 West 100th Street, New York, NY 10025.

Mailing Address

Upon relocation of the entrance to the Building, the mailing address for the Building will be 175 West 95th Street, New York, New York 10025.

Zoning

The Property is located within a C2-8 zoning district in which residential, community, and commercial uses are permitted.

Landmark Designation

The Building does not have landmark status.

General

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

SCHEDULE A – PURCHASE PRICES OF UNITS AND RELATED INFORMATION

175 West 95th Street Condominium

175 West 95th Street, New York, NY 10025

SCHEDULE A - PURCHASE PRICES AND RELATED INFORMATION

(All projected charges and real estate taxes are for the twelve month period from Janaury 1, 2014 - December 31, 2014)

Unit	Status	Rooms Bedrooms Bathroooms	Square Footage	Balcony Square Footage	Percenatge of Common Interest	Offering Price to Tenant Purchasers	Offering Price to Non-Tenant Purchasers	Monthly Estimated Common Charges	Annual Estimated Common Charges	Monthly Estimated Real Estate Taxes	Annual Estimated Real Estate Taxes	Monthly Projected Carrying Charges
CU1	n/a	n/a	38,322	-	10.0048%	n/a	n/a	5,592.99	67,115.88	8,723.17	104,678.00	14,316.16
CU2	n/a	n/a	21,774	-	7.4103%	n/a	n/a	4,142.60	49,711.17	6,461.08	77,533.00	10,603.68
CU3	n/a	n/a	10,965	-	4.1221%	n/a	n/a	2,304.36	27,652.34	3,594.00	43,128.00	5,898.36
	Non-Residential Subtotals		71,061	-	21.5372%	-	-	12,039.95	144,479.40	18,778.25	225,339.00	30,818.20
02A*	RS	4/2/1	961	215	0.3815%	609,000	$870,000	988.13	11,857.57	378.22	4,538.66	1,366.35
03A	RS	3/1/1	642	-	0.2413%	577,150	$595,000	625.16	7,501.91	239.29	2,871.46	864.45
04A	RS	3/1/1	642	126	0.2532%	448,000	$640,000	655.83	7,869.99	251.03	3,012.35	906.86
05A	RS	3/1/1	642	126	0.2545%	453,250	$647,500	659.11	7,909.34	252.28	3,027.41	911.40
06A	RS	3/1/1	642	126	0.2557%	458,500	$655,000	662.41	7,948.89	253.55	3,042.55	915.95
07A	RS	3/1/1	642	126	0.2570%	463,750	$662,500	665.72	7,988.63	254.81	3,057.76	920.53
08A	RS	3/1/1	642	126	0.2583%	469,000	$670,000	669.05	8,028.58	256.09	3,073.05	925.14
09A	RS	3/1/1	642	126	0.2596%	474,250	$677,500	672.39	8,068.72	257.37	3,088.42	929.76
10A	RS	3/1/1	642	126	0.2609%	479,500	$685,000	675.76	8,109.06	258.66	3,103.86	934.41
11A	RS	3/1/1	642	126	0.2622%	671,725	$692,500	679.13	8,149.61	259.95	3,119.38	939.08
12A	RS	3/1/1	642	126	0.2635%	490,000	$700,000	682.53	8,190.36	261.25	3,134.98	943.78
14A	RS	3/1/1	642	126	0.2648%	495,250	$707,500	685.94	8,231.31	262.55	3,150.65	948.50
15A	RS	3/1/1	642	126	0.2661%	500,500	$715,000	689.37	8,272.46	263.87	3,166.41	953.24
16A	RS	3/1/1	642	126	0.2675%	505,750	$722,500	692.82	8,313.83	265.19	3,182.24	958.01
17A	RS	3/1/1	642	126	0.2688%	708,100	$730,000	696.28	8,355.40	266.51	3,198.15	962.80
18A	RS	3/1/1	642	126	0.2701%	516,250	$737,500	699.76	8,397.17	267.84	3,214.14	967.61
19A	V	3/1/1	642	126	0.2715%	722,650	$745,000	703.26	8,439.16	269.18	3,230.21	972.45
20A	RS	3/1/1	642	126	0.2729%	526,750	$752,500	706.78	8,481.35	270.53	3,246.36	977.31
21A	RS	3/1/1	642	126	0.2742%	532,000	$760,000	710.31	8,523.76	271.88	3,262.59	982.20
22A	V	3/1/1	642	126	0.2756%	744,475	$767,500	713.87	8,566.38	273.24	3,278.91	987.11
23A	RS	3/1/1	642	126	0.2770%	542,500	$775,000	717.43	8,609.21	274.61	3,295.30	992.04
24A	RS	3/1/1	642	126	0.2784%	547,750	$782,500	721.02	8,652.26	275.98	3,311.78	997.00
25A	RS	3/1/1	642	126	0.2797%	766,300	$790,000	724.63	8,695.52	277.36	3,328.34	1,001.99
26A	RS	3/1/1	642	126	0.2811%	558,250	$797,500	728.25	8,739.00	278.75	3,344.98	1,007.00
27A	RS	3/1/1	642	126	0.2826%	563,500	$805,000	731.89	8,782.69	280.14	3,361.70	1,012.03
28A	RS	3/1/1	642	126	0.2840%	574,000	$820,000	735.55	8,826.61	281.54	3,378.51	1,017.09
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02B	RS	4/2/1	979	172	0.3842%	965,150	$995,000	995.19	11,942.29	380.92	4,571.08	1,376.11
03B	RS	4/2/1	978	-	0.3677%	689,500	$985,000	952.35	11,428.14	364.52	4,374.29	1,316.87
04B	RS	4/2/1	978	126	0.3795%	724,500	$1,035,000	983.02	11,796.22	376.26	4,515.18	1,359.28
05B	RS	4/2/1	978	126	0.3814%	731,500	$1,045,000	987.93	11,855.21	378.15	4,537.75	1,366.08
06B	RS	4/2/1	978	126	0.3833%	738,500	$1,055,000	992.87	11,914.48	380.04	4,560.44	1,372.91
07B	RS	4/2/1	978	126	0.3852%	745,500	$1,065,000	997.84	11,974.05	381.94	4,583.24	1,379.77
08B	RS	4/2/1	978	126	0.3871%	752,500	$1,075,000	1,002.83	12,033.92	383.85	4,606.16	1,386.67
09B	V	4/2/1	978	126	0.3891%	759,500	$1,085,000	1,007.84	12,094.09	385.77	4,629.19	1,393.61
10B	RS	4/2/1	978	126	0.3910%	766,500	$1,095,000	1,012.88	12,154.56	387.69	4,652.33	1,400.57
11B	V	4/2/1	978	126	0.3930%	773,500	$1,105,000	1,017.94	12,215.34	389.63	4,675.60	1,407.58
12B	RS	4/2/1	978	126	0.3949%	780,500	$1,115,000	1,023.03	12,276.41	391.58	4,698.97	1,414.62
14B	RS	4/2/1	978	126	0.3969%	1,091,250	$1,125,000	1,028.15	12,337.80	393.54	4,722.47	1,421.69
15B	RS	4/2/1	978	126	0.3989%	794,500	$1,135,000	1,033.29	12,399.49	395.51	4,746.08	1,428.80
16B	RS	4/2/1	978	126	0.4009%	801,500	$1,145,000	1,038.46	12,461.48	397.48	4,769.81	1,435.94
17B	RS	4/2/1	978	126	0.4029%	808,500	$1,155,000	1,043.65	12,523.79	399.47	4,793.66	1,443.12

175 West 95th Street Condominium

175 West 95th Street, New York, NY 10025

SCHEDULE A - PURCHASE PRICES AND RELATED INFORMATION

(All projected charges and real estate taxes are for the twelve month period from Janaury 1, 2014 - December 31, 2014)

Unit	Status	Rooms Bedrooms Bathroooms	Square Footage	Balcony Square Footage	Percenatge of Common Interest	Offering Price to Tenant Purchasers	Offering Price to Non-Tenant Purchasers	Monthly Estimated Common Charges	Annual Estimated Common Charges	Monthly Estimated Real Estate Taxes	Annual Estimated Real Estate Taxes	Monthly Projected Carrying Charges
18B	RS	4/2/1	978	126	0.4049%	815,500	$1,165,000	1,048.87	12,586.41	401.47	4,817.63	1,450.34
19B	RS	4/2/1	978	126	0.4069%	822,500	$1,175,000	1,054.11	12,649.34	403.48	4,841.72	1,457.59
20B	RS	4/2/1	978	126	0.4090%	829,500	$1,185,000	1,059.38	12,712.59	405.49	4,865.93	1,464.88
21B	RS	4/2/1	978	126	0.4110%	836,500	$1,195,000	1,064.68	12,776.15	407.52	4,890.26	1,472.20
22B	RS	4/2/1	978	126	0.4131%	843,500	$1,205,000	1,070.00	12,840.03	409.56	4,914.71	1,479.56
23B	RS	4/2/1	978	126	0.4151%	850,500	$1,215,000	1,075.35	12,904.23	411.61	4,939.28	1,486.96
24B	RS	4/2/1	978	126	0.4172%	1,188,250	$1,225,000	1,080.73	12,968.75	413.66	4,963.98	1,494.39
25B	RS	4/2/1	978	126	0.4193%	864,500	$1,235,000	1,086.13	13,033.60	415.73	4,988.80	1,501.87
26B	RS	4/2/1	978	126	0.4214%	871,500	$1,245,000	1,091.56	13,098.76	417.81	5,013.74	1,509.38
27B	RS	4/2/1	978	126	0.4235%	878,500	$1,255,000	1,097.02	13,164.26	419.90	5,038.81	1,516.92
28B	RS	4/2/1	978	126	0.4256%	1,236,750	$1,275,000	1,102.51	13,230.08	422.00	5,064.00	1,524.51
02C	RS	5/3/1.5	1,243	1,366	0.5957%	1,324,050	$1,365,000	1,542.94	18,515.22	590.58	7,086.97	2,133.52
03C	RS	5/3/1.5	1,253	-	0.4710%	983,500	$1,405,000	1,220.13	14,641.57	467.02	5,604.27	1,687.15
04C	RS	5/3/1.5	1,253	103	0.4807%	994,000	$1,420,000	1,245.21	14,942.47	476.62	5,719.45	1,721.83
05C	RS	5/3/1.5	1,253	103	0.4831%	1,004,500	$1,435,000	1,251.43	15,017.18	479.00	5,748.04	1,730.44
06C	RS	5/3/1.5	1,253	103	0.4855%	1,015,000	$1,450,000	1,257.69	15,092.27	481.40	5,776.78	1,739.09
07C	RS	5/3/1.5	1,253	103	0.4880%	1,025,500	$1,465,000	1,263.98	15,167.73	483.81	5,805.67	1,747.78
08C	RS	5/3/1.5	1,253	103	0.4904%	1,036,000	$1,480,000	1,270.30	15,243.57	486.22	5,834.70	1,756.52
09C	RS	5/3/1.5	1,253	103	0.4929%	1,046,500	$1,495,000	1,276.65	15,319.78	488.66	5,863.87	1,765.30
10C	RS	5/3/1.5	1,253	103	0.4953%	1,057,000	$1,510,000	1,283.03	15,396.38	491.10	5,893.19	1,774.13
11C	RS	5/3/1.5	1,253	103	0.4978%	1,067,500	$1,525,000	1,289.45	15,473.37	493.55	5,922.65	1,783.00
12C	RS	5/3/1.5	1,253	103	0.5003%	1,078,000	$1,540,000	1,295.89	15,550.73	496.02	5,952.27	1,791.92
14C	RS	5/3/2	1,253	103	0.5028%	1,508,350	$1,555,000	1,302.37	15,628.49	498.50	5,982.03	1,800.88
15C	RS	5/3/1.5	1,253	103	0.5053%	1,099,000	$1,570,000	1,308.89	15,706.63	500.99	6,011.94	1,809.88
16C	V	5/3/1.5	1,253	103	0.5078%	1,537,450	$1,585,000	1,315.43	15,785.16	503.50	6,042.00	1,818.93
17C	RS	5/3/1.5	1,253	103	0.5104%	1,552,000	$1,600,000	1,322.01	15,864.09	506.02	6,072.21	1,828.02
18C	RS	5/3/1.5	1,253	103	0.5129%	1,130,500	$1,615,000	1,328.62	15,943.41	508.55	6,102.57	1,837.16
19C	RS	5/3/1.5	1,253	103	0.5155%	1,141,000	$1,630,000	1,335.26	16,023.13	511.09	6,133.08	1,846.35
20C	V	5/3/1.5	1,253	103	0.5181%	1,190,000	$1,700,000	1,341.94	16,103.24	513.65	6,163.75	1,855.58
21C	RS	5/3/1.5	1,253	103	0.5207%	1,673,250	$1,725,000	1,348.65	16,183.76	516.21	6,194.57	1,864.86
22C	RS	5/3/1.5	1,253	103	0.5233%	1,697,500	$1,750,000	1,355.39	16,264.68	518.79	6,225.54	1,874.18
23C	RS	5/3/1.5	1,253	103	0.5259%	1,242,500	$1,775,000	1,362.17	16,346.00	521.39	6,256.67	1,883.56
24C	RS	5/3/1.5	1,253	103	0.5285%	1,260,000	$1,800,000	1,368.98	16,427.73	524.00	6,287.95	1,892.97
25C	RS	5/3/1.5	1,253	103	0.5311%	1,277,500	$1,825,000	1,375.82	16,509.87	526.62	6,319.39	1,902.44
26C	V	5/3/1.5	1,253	103	0.5338%	1,295,000	$1,850,000	1,382.70	16,592.42	529.25	6,350.99	1,911.95
27C	RS	5/3/1.5	1,253	103	0.5365%	1,312,500	$1,875,000	1,389.61	16,675.38	531.90	6,382.74	1,921.51
28C	RS	5/3/1.5	1,253	103	0.5392%	1,347,500	$1,925,000	1,396.56	16,758.76	534.55	6,414.66	1,931.12
02D	V	3/1/1	726	860	0.3538%	606,250	$625,000	916.32	10,995.79	350.73	4,208.80	1,267.05
03D	RS	3/1/1	708	-	0.2662%	451,500	$645,000	689.43	8,273.13	263.89	3,166.66	953.32
04D	RS	3/1/1	708	137	0.2790%	486,500	$695,000	722.78	8,673.35	276.65	3,319.85	999.43
05D	RS	3/1/1	708	137	0.2804%	491,750	$702,500	726.39	8,716.72	278.04	3,336.45	1,004.43
06D	RS	3/1/1	708	137	0.2818%	497,000	$710,000	730.03	8,760.30	279.43	3,353.13	1,009.45
07D	RS	3/1/1	708	137	0.2832%	502,250	$717,500	733.68	8,804.10	280.82	3,369.90	1,014.50
08D	RS	3/1/1	708	137	0.2847%	507,500	$725,000	737.34	8,848.12	282.23	3,386.75	1,019.57
09D	RS	3/1/1	708	137	0.2861%	512,750	$732,500	741.03	8,892.36	283.64	3,403.68	1,024.67
10D	RS	3/1/1	708	137	0.2875%	717,800	$740,000	744.74	8,936.83	285.06	3,420.70	1,029.79
11D	RS	3/1/1	708	137	0.2889%	523,250	$747,500	748.46	8,981.51	286.48	3,437.80	1,034.94

175 West 95th Street Condominium

175 West 95th Street, New York, NY 10025

SCHEDULE A - PURCHASE PRICES AND RELATED INFORMATION

(All projected charges and real estate taxes are for the twelve month period from January 1, 2014 - December 31, 2014)

Unit	Status	Rooms Bedrooms Bathrooms	Square Footage	Balcony Square Footage	Percenatge of Common Interest	Offering Price to Tenant Purchasers	Offering Price to Non-Tenant Purchasers	Monthly Estimated Common Charges	Annual Estimated Common Charges	Monthly Estimated Real Estate Taxes	Annual Estimated Real Estate Taxes	Monthly Projected Carrying Charges
12D	RS	3/1/1	708	137	0.2904%	732,350	$755,000	752.20	9,026.42	287.92	3,454.99	1,040.12
14D	RS	3/1/1	708	137	0.2918%	533,750	$762,500	755.96	9,071.55	289.36	3,472.27	1,045.32
15D	RS	3/1/1	708	137	0.2933%	539,000	$770,000	759.74	9,116.91	290.80	3,489.63	1,050.54
16D	RS	3/1/1	708	137	0.2948%	544,250	$777,500	763.54	9,162.49	292.26	3,507.08	1,055.80
17D	RS	3/1/1	708	137	0.2962%	549,500	$785,000	767.36	9,208.30	293.72	3,524.61	1,061.08
18D	RS	3/1/1	708	137	0.2977%	554,750	$792,500	771.20	9,254.35	295.19	3,542.23	1,066.38
19D	RS	3/1/1	708	137	0.2992%	560,000	$800,000	775.05	9,300.62	296.66	3,559.95	1,071.71
20D	V	3/1/1	708	137	0.3007%	805,100	$830,000	778.93	9,347.12	298.15	3,577.75	1,077.07
21D	RS	3/1/1	708	137	0.3022%	586,250	$837,500	782.82	9,393.86	299.64	3,595.63	1,082.46
22D	RS	3/1/1	708	137	0.3037%	591,500	$845,000	786.74	9,440.83	301.13	3,613.61	1,087.87
23D	RS	3/1/1	708	137	0.3052%	596,750	$852,500	790.67	9,488.03	302.64	3,631.68	1,093.31
24D	V	3/1/1	708	137	0.3068%	834,200	$860,000	794.62	9,535.47	304.15	3,649.84	1,098.78
25D	RS	3/1/1	708	137	0.3083%	841,475	$867,500	798.60	9,583.15	305.67	3,668.09	1,104.27
26D	RS	3/1/1	708	137	0.3098%	612,500	$875,000	802.59	9,631.06	307.20	3,686.43	1,109.79
27D	RS	3/1/1	708	137	0.3114%	617,750	$882,500	806.60	9,679.22	308.74	3,704.86	1,115.34
28D	RS	3/1/1	708	137	0.3130%	870,575	$897,500	810.63	9,727.61	310.28	3,723.38	1,120.92
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03E	V	4/2/1	962	401	0.3993%	721,000	$1,030,000	1,034.38	12,412.62	395.93	4,751.11	1,430.31
04E	RS	4/2/1	962	137	0.3745%	731,500	$1,045,000	970.12	11,641.40	371.33	4,455.91	1,341.44
05E	RS	4/2/1	962	137	0.3764%	742,000	$1,060,000	974.97	11,699.60	373.18	4,478.19	1,348.15
06E	RS	4/2/1	962	137	0.3783%	1,042,750	$1,075,000	979.84	11,758.10	375.05	4,500.58	1,354.89
07E	RS	4/2/1	962	137	0.3802%	763,000	$1,090,000	984.74	11,816.89	376.92	4,523.09	1,361.66
08E	RS	4/2/1	962	137	0.3821%	773,500	$1,105,000	989.66	11,875.98	378.81	4,545.70	1,368.47
09E	RS	4/2/1	962	137	0.3840%	784,000	$1,120,000	994.61	11,935.36	380.70	4,568.43	1,375.32
10E	RS	4/2/1	962	137	0.3859%	791,000	$1,130,000	999.59	11,995.03	382.61	4,591.27	1,382.19
11E	RS	4/2/1	962	137	0.3878%	798,000	$1,140,000	1,004.58	12,055.01	384.52	4,614.23	1,389.10
12E	RS	4/2/1	962	137	0.3898%	805,000	$1,150,000	1,009.61	12,115.28	386.44	4,637.30	1,396.05
14E	RS	4/2/1	962	137	0.3917%	812,000	$1,160,000	1,014.65	12,175.86	388.37	4,660.49	1,403.03
15E	RS	4/2/1	962	137	0.3937%	819,000	$1,170,000	1,019.73	12,236.74	390.32	4,683.79	1,410.04
16E	RS	4/2/1	962	137	0.3956%	826,000	$1,180,000	1,024.83	12,297.92	392.27	4,707.21	1,417.09
17E	RS	4/2/1	962	137	0.3976%	833,000	$1,190,000	1,029.95	12,359.41	394.23	4,730.74	1,424.18
18E	RS	4/2/1	962	137	0.3996%	840,000	$1,200,000	1,035.10	12,421.21	396.20	4,754.40	1,431.30
19E	RS	4/2/1	962	137	0.4016%	847,000	$1,210,000	1,040.28	12,483.31	398.18	4,778.17	1,438.46
20E	RS	4/2/1	962	137	0.4036%	854,000	$1,220,000	1,045.48	12,545.73	400.17	4,802.06	1,445.65
21E	RS	4/2/1	962	137	0.4056%	861,000	$1,230,000	1,050.70	12,608.46	402.17	4,826.07	1,452.88
22E	RS	4/2/1	962	137	0.4077%	868,000	$1,240,000	1,055.96	12,671.50	404.18	4,850.20	1,460.14
23E	RS	4/2/1	962	137	0.4097%	875,000	$1,250,000	1,061.24	12,734.86	406.20	4,874.45	1,467.44
24E	V	4/2/1	962	137	0.4117%	1,222,200	$1,260,000	1,066.54	12,798.53	408.24	4,898.82	1,474.78
25E	RS	4/2/1	962	137	0.4138%	889,000	$1,270,000	1,071.88	12,862.53	410.28	4,923.32	1,482.15
26E	RS	4/2/1	962	137	0.4159%	896,000	$1,280,000	1,077.24	12,926.84	412.33	4,947.93	1,489.56
27E	RS	4/2/1	962	137	0.4180%	903,000	$1,290,000	1,082.62	12,991.47	414.39	4,972.67	1,497.01
28E	RS	4/2/1	962	137	0.4200%	917,000	$1,310,000	1,088.04	13,056.43	416.46	4,997.54	1,504.50
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03F	RS	4/2/1	949	791	0.4311%	1,047,600	$1,080,000	1,116.67	13,400.02	427.42	5,129.05	1,544.09
04F	RS	4/2/1	949	119	0.3679%	766,500	$1,095,000	953.08	11,436.90	364.80	4,377.64	1,317.88
05F	RS	4/2/1	949	119	0.3698%	777,000	$1,110,000	957.84	11,494.09	366.63	4,399.53	1,324.47
06F	RS	4/2/1	949	119	0.3716%	787,500	$1,125,000	962.63	11,551.56	368.46	4,421.53	1,331.09
07F	V	4/2/1	949	119	0.3735%	798,000	$1,140,000	967.44	11,609.32	370.30	4,443.63	1,337.75
08F	RS	4/2/1	949	119	0.3754%	808,500	$1,155,000	972.28	11,667.36	372.15	4,465.85	1,344.43

175 West 95th Street Condominium

175 West 95th Street, New York, NY 10025

SCHEDULE A - PURCHASE PRICES AND RELATED INFORMATION

(All projected charges and real estate taxes are for the twelve month period from Janaury 1, 2014 - December 31, 2014)

Unit	Status	Rooms Bedrooms Bathrooms	Square Footage	Balcony Square Footage	Percenatge of Common Interest	Offering Price to Tenant Purchasers	Offering Price to Non-Tenant Purchasers	Monthly Estimated Common Charges	Annual Estimated Common Charges	Monthly Estimated Real Estate Taxes	Annual Estimated Real Estate Taxes	Monthly Projected Carrying Charges
09F	RS	4/2/1	949	119	0.3772%	819,000	$1,170,000	977.14	11,725.70	374.02	4,488.18	1,351.16
10F	RS	4/2/1	949	119	0.3791%	826,000	$1,180,000	982.03	11,784.33	375.89	4,510.62	1,357.91
11F	RS	4/2/1	949	119	0.3810%	833,000	$1,190,000	986.94	11,843.25	377.76	4,533.17	1,364.70
12F	RS	4/2/1	949	119	0.3829%	840,000	$1,200,000	991.87	11,902.47	379.65	4,555.84	1,371.53
14F	V	4/2/1	949	119	0.3848%	1,173,700	$1,210,000	996.83	11,961.98	381.55	4,578.62	1,378.38
15F	RS	4/2/1	949	119	0.3868%	854,000	$1,220,000	1,001.82	12,021.79	383.46	4,601.51	1,385.28
16F	RS	4/2/1	949	119	0.3887%	1,193,100	$1,230,000	1,006.82	12,081.90	385.38	4,624.52	1,392.20
17F	RS	4/2/1	949	119	0.3906%	868,000	$1,240,000	1,011.86	12,142.31	387.30	4,647.64	1,399.16
18F	RS	4/2/1	949	119	0.3926%	875,000	$1,250,000	1,016.92	12,203.02	389.24	4,670.88	1,406.16
19F	V	4/2/1	949	119	0.3946%	882,000	$1,260,000	1,022.00	12,264.03	391.19	4,694.24	1,413.19
20F	RS	4/2/1	949	119	0.3965%	889,000	$1,270,000	1,027.11	12,325.35	393.14	4,717.71	1,420.26
21F	RS	4/2/1	949	119	0.3985%	896,000	$1,280,000	1,032.25	12,386.98	395.11	4,741.30	1,427.36
22F	V	4/2/1	949	119	0.4005%	903,000	$1,290,000	1,037.41	12,448.92	397.08	4,765.00	1,434.49
23F	V	4/2/1	949	119	0.4025%	910,000	$1,300,000	1,042.60	12,511.16	399.07	4,788.83	1,441.67
24F	RS	4/2/1	949	119	0.4045%	1,270,700	$1,310,000	1,047.81	12,573.72	401.06	4,812.77	1,448.87
25F	RS	4/2/1	949	119	0.4065%	924,000	$1,320,000	1,053.05	12,636.58	403.07	4,836.84	1,456.12
26F	V	4/2/1	949	119	0.4086%	931,000	$1,330,000	1,058.31	12,699.77	405.08	4,861.02	1,463.40
27F	RS	4/2/1	949	119	0.4106%	938,000	$1,340,000	1,063.61	12,763.27	407.11	4,885.32	1,470.72
28F	V	4/2/1	949	119	0.4127%	952,000	$1,360,000	1,068.92	12,827.08	409.15	4,909.75	1,478.07
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03G	V	4/2/1	962	785	0.4354%	721,000	$1,030,000	1,127.87	13,534.40	431.71	5,180.49	1,559.57
04G	RS	4/2/1	962	111	0.3721%	965,150	$995,000	963.79	11,565.44	368.90	4,426.84	1,332.69
05G	RS	4/2/1	962	111	0.3739%	703,500	$1,005,000	968.61	11,623.27	370.75	4,448.97	1,339.35
06G	RS	4/2/1	962	111	0.3758%	710,500	$1,015,000	973.45	11,681.39	372.60	4,471.22	1,346.05
07G	V	4/2/1	962	111	0.3777%	717,500	$1,025,000	978.32	11,739.79	374.46	4,493.57	1,352.78
08G	RS	4/2/1	962	111	0.3796%	724,500	$1,035,000	983.21	11,798.49	376.34	4,516.04	1,359.54
09G	RS	4/2/1	962	111	0.3815%	731,500	$1,045,000	988.12	11,857.48	378.22	4,538.62	1,366.34
10G	RS	4/2/1	962	111	0.3834%	1,023,350	$1,055,000	993.06	11,916.77	380.11	4,561.32	1,373.17
11G	RS	4/2/1	962	111	0.3853%	745,500	$1,065,000	998.03	11,976.35	382.01	4,584.12	1,380.04
12G	RS	4/2/1	962	111	0.3872%	752,500	$1,075,000	1,003.02	12,036.24	383.92	4,607.04	1,386.94
14G	RS	4/2/1	962	111	0.3892%	1,052,450	$1,085,000	1,008.03	12,096.42	385.84	4,630.08	1,393.87
15G	RS	4/2/1	962	111	0.3911%	1,062,150	$1,095,000	1,013.07	12,156.90	387.77	4,653.23	1,400.84
16G	RS	4/2/1	962	111	0.3931%	773,500	$1,105,000	1,018.14	12,217.68	389.71	4,676.49	1,407.85
17G	V	4/2/1	962	111	0.3950%	805,000	$1,150,000	1,023.23	12,278.77	391.66	4,699.88	1,414.89
18G	RS	4/2/1	962	111	0.3970%	812,000	$1,160,000	1,028.35	12,340.17	393.61	4,723.38	1,421.96
19G	RS	4/2/1	962	111	0.3990%	819,000	$1,170,000	1,033.49	12,401.87	395.58	4,746.99	1,429.07
20G	RS	4/2/1	962	111	0.4010%	1,168,850	$1,205,000	1,038.66	12,463.88	397.56	4,770.73	1,436.22
21G	RS	4/2/1	962	111	0.4030%	850,500	$1,215,000	1,043.85	12,526.20	399.55	4,794.58	1,443.40
22G	V	4/2/1	962	111	0.4050%	857,500	$1,225,000	1,049.07	12,588.83	401.55	4,818.56	1,450.62
23G	RS	4/2/1	962	111	0.4070%	864,500	$1,235,000	1,054.31	12,651.77	403.55	4,842.65	1,457.87
24G	RS	4/2/1	962	111	0.4091%	1,207,650	$1,245,000	1,059.59	12,715.03	405.57	4,866.86	1,465.16
25G	RS	4/2/1	962	111	0.4111%	878,500	$1,255,000	1,064.88	12,778.61	407.60	4,891.20	1,472.48
26G	V	4/2/1	962	111	0.4132%	885,500	$1,265,000	1,070.21	12,842.50	409.64	4,915.65	1,479.85
27G	V	4/2/1	962	111	0.4152%	892,500	$1,275,000	1,075.56	12,906.71	411.69	4,940.23	1,487.25
28G	RS	4/2/1	962	111	0.4173%	906,500	$1,295,000	1,080.94	12,971.24	413.74	4,964.93	1,494.68
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03H	RS	2/0/1	504	-	0.1895%	489,850	$505,000	490.78	5,889.35	187.85	2,254.23	678.63
04H	RS	2/0/1	504	108	0.1996%	385,000	$550,000	517.07	6,204.85	197.92	2,375.00	714.99
05H	V	2/0/1	504	108	0.2006%	388,500	$555,000	519.66	6,235.87	198.91	2,386.87	718.56

175 West 95th Street Condominium

175 West 95th Street, New York, NY 10025

SCHEDULE A - PURCHASE PRICES AND RELATED INFORMATION

(All projected charges and real estate taxes are for the twelve month period from Janaury 1, 2014 - December 31, 2014)

Unit	Status	Rooms Bedroooms Bathroooms	Square Footage	Balcony Square Footage	Percenatge of Common Interest	Offering Price to Tenant Purchasers	Offering Price to Non-Tenant Purchasers	Monthly Estimated Common Charges	Annual Estimated Common Charges	Monthly Estimated Real Estate Taxes	Annual Estimated Real Estate Taxes	Monthly Projected Carrying Charges
06H	RS	2/0/1	504	108	0.2016%	543,200	$560,000	522.25	6,267.05	199.90	2,398.80	722.15
07H	RS	2/0/1	504	108	0.2026%	395,500	$565,000	524.87	6,298.39	200.90	2,410.80	725.77
08H	RS	2/0/1	504	108	0.2036%	399,000	$570,000	527.49	6,329.88	201.90	2,422.85	729.39
09H	RS	2/0/1	504	108	0.2047%	402,500	$575,000	530.13	6,361.53	202.91	2,434.97	733.04
10H	RS	2/0/1	504	108	0.2057%	406,000	$580,000	532.78	6,393.34	203.93	2,447.14	736.71
11H	RS	2/0/1	504	108	0.2067%	409,500	$585,000	535.44	6,425.30	204.95	2,459.38	740.39
12H	RS	2/0/1	504	108	0.2077%	413,000	$590,000	538.12	6,457.43	205.97	2,471.67	744.09
14H	RS	2/0/1	504	108	0.2088%	577,150	$595,000	540.81	6,489.72	207.00	2,484.03	747.81
15H	RS	2/0/1	504	108	0.2098%	582,000	$600,000	543.51	6,522.17	208.04	2,496.45	751.55
16H	V	2/0/1	504	108	0.2109%	423,500	$605,000	546.23	6,554.78	209.08	2,508.94	755.31
17H	RS	2/0/1	504	108	0.2119%	591,700	$610,000	548.96	6,587.55	210.12	2,521.48	759.09
18H	V	2/0/1	504	108	0.2130%	596,550	$615,000	551.71	6,620.49	211.17	2,534.09	762.88
19H	RS	2/0/1	504	108	0.2141%	434,000	$620,000	554.47	6,653.59	212.23	2,546.76	766.70
20H	RS	2/0/1	504	108	0.2151%	437,500	$625,000	557.24	6,686.86	213.29	2,559.49	770.53
21H	RS	2/0/1	504	108	0.2162%	611,100	$630,000	560.02	6,720.29	214.36	2,572.29	774.38
22H	V	2/0/1	504	108	0.2173%	615,950	$635,000	562.82	6,753.89	215.43	2,585.15	778.25
23H	RS	2/0/1	504	108	0.2184%	448,000	$640,000	565.64	6,787.66	216.51	2,598.08	782.15
24H	RS	2/0/1	504	108	0.2195%	625,650	$645,000	568.47	6,821.60	217.59	2,611.07	786.06
25H	RS	2/0/1	504	108	0.2206%	455,000	$650,000	571.31	6,855.71	218.68	2,624.12	789.99
26H	RS	2/0/1	504	108	0.2217%	458,500	$655,000	574.17	6,889.99	219.77	2,637.24	793.94
27H	RS	2/0/1	504	108	0.2228%	462,000	$660,000	577.04	6,924.44	220.87	2,650.43	797.91
28H	RS	2/0/1	504	108	0.2239%	645,050	$665,000	579.92	6,959.06	221.97	2,663.68	801.90
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03J	RS	2/0/1	512	-	0.1925%	615,950	$635,000	498.57	5,982.83	190.83	2,290.01	689.40
04J	RS	2/0/1	512	-	0.1934%	625,650	$645,000	501.06	6,012.74	191.79	2,301.46	692.85
05J	RS	2/0/1	512	-	0.1944%	455,000	$650,000	503.57	6,042.81	192.75	2,312.97	696.31
06J	RS	2/0/1	512	-	0.1954%	458,500	$655,000	506.09	6,073.02	193.71	2,324.54	699.80
07J	RS	2/0/1	512	-	0.1964%	462,000	$660,000	508.62	6,103.39	194.68	2,336.16	703.30
08J	RS	2/0/1	512	-	0.1973%	465,500	$665,000	511.16	6,133.90	195.65	2,347.84	706.81
09J	RS	2/0/1	512	-	0.1983%	649,900	$670,000	513.71	6,164.57	196.63	2,359.58	710.35
10J	RS	2/0/1	512	-	0.1993%	472,500	$675,000	516.28	6,195.40	197.61	2,371.38	713.90
11J	RS	2/0/1	512	-	0.2003%	476,000	$680,000	518.86	6,226.37	198.60	2,383.23	717.47
12J	RS	2/0/1	512	-	0.2013%	479,500	$685,000	521.46	6,257.51	199.60	2,395.15	721.05
14J	V	2/0/1	512	-	0.2023%	669,300	$690,000	524.07	6,288.79	200.59	2,407.13	724.66
15J	RS	2/0/1	512	-	0.2033%	486,500	$695,000	526.69	6,320.24	201.60	2,419.16	728.28
16J	RS	2/0/1	512	-	0.2043%	679,000	$700,000	529.32	6,351.84	202.60	2,431.26	731.92
17J	RS	2/0/1	512	-	0.2054%	493,500	$705,000	531.97	6,383.60	203.62	2,443.41	735.58
18J	RS	2/0/1	512	-	0.2064%	497,000	$710,000	534.63	6,415.52	204.64	2,455.63	739.26
19J	RS	2/0/1	512	-	0.2074%	693,550	$715,000	537.30	6,447.59	205.66	2,467.91	742.96
20J	RS	2/0/1	512	-	0.2085%	504,000	$720,000	539.99	6,479.83	206.69	2,480.25	746.67
21J	RS	2/0/1	512	-	0.2095%	703,250	$725,000	542.69	6,512.23	207.72	2,492.65	750.41
22J	RS	2/0/1	512	-	0.2106%	511,000	$730,000	545.40	6,544.79	208.76	2,505.11	754.16
23J	RS	2/0/1	512	-	0.2116%	514,500	$735,000	548.13	6,577.51	209.80	2,517.64	757.93
24J	RS	2/0/1	512	-	0.2127%	518,000	$740,000	550.87	6,610.40	210.85	2,530.23	761.72
25J	V	2/0/1	512	-	0.2137%	722,650	$745,000	553.62	6,643.45	211.91	2,542.88	765.53
26J	RS	2/0/1	512	-	0.2148%	525,000	$750,000	556.39	6,676.67	212.97	2,555.59	769.36
27J	RS	2/0/1	512	-	0.2159%	732,350	$755,000	559.17	6,710.06	214.03	2,568.37	773.20
28J	V	2/0/1	512	-	0.2170%	742,050	$765,000	561.97	6,743.61	215.10	2,581.21	777.07

175 West 95th Street Condominium

175 West 95th Street, New York, NY 10025

SCHEDULE A - PURCHASE PRICES AND RELATED INFORMATION

(All projected charges and real estate taxes are for the twelve month period from Janaury 1, 2014 - December 31, 2014)

Unit	Status	Rooms Bedrooms Bathroooms	Square Footage	Balcony Square Footage	Percenatge of Common Interest	Offering Price to Tenant Purchasers	Offering Price to Non-Tenant Purchasers	Monthly Estimated Common Charges	Annual Estimated Common Charges	Monthly Estimated Real Estate Taxes	Annual Estimated Real Estate Taxes	Monthly Projected Carrying Charges
		Residential Subtotals	190,659	27,798	78.4628%	$ 175,875,900	$ 231,562,500	$ 203,241.42	$ 2,438,897.03	$ 77,793.58	$ 933,523.00	$ 281,035.00
		GRAND TOTALS	261,720	27,798	100.0000%	$ 175,875,900	$ 231,562,500	$ 215,281.37	$ 2,583,376.43	$ 96,571.83	$ 1,158,862.00	$ 311,853.20

* Anticipated Resident Manager's Unit

Notes to Schedule A

(1) All Residential Units being offered for sale are offered for residential use only. Purchasers should note that any Floor Plan or sketch shown to a prospective Purchaser including those set forth in the Plan, is only an approximation of the dimensions and layout of each Residential Unit. While the Floor Plans are meant to reflect existing conditions, the actual layout of a Residential Unit may have been altered; accordingly, each Residential Unit should be inspected prior to purchase to determine its actual dimensions, layout and physical condition. The number of bedrooms and bathrooms has been disclosed in accordance with the method of calculation employed by the Division of Housing and Community Renewal. "T" denotes a Terrace. Sponsor has reserved the right to negotiate with individual Purchasers, other than Tenant-Purchasers for whom such negotiation would constitute a discriminatory inducement, to perform special work in a Residential Unit which may require a modification in Floor Plans for certain Residential Units. The square footages of the Non-Residential Units reflect the estimated "as built" square footages following the completion of Sponsor's Redevelopment Work.

(2) The square foot area and dimensions of the Units listed in Schedule A or in the Declaration are approximate and were obtained by using the method customarily used in New York City to measure condominium apartments. Each Unit is measured horizontally from the exterior side of the exterior walls (columns, mechanical pipes, shafts, shaftways, chases, chaseways and conduits are not deducted from measurement of each Unit) to the centerline of the partitions separating one Unit from another Unit, or separating one Unit from corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements not within a Unit or to the exterior side of the opposite exterior walls. Each Unit is measured vertically from the top of the floor (located under the finished flooring and sub-flooring materials, if any) to the underside of the ceiling. As is customary in New York, these square foot areas will exceed the usable floor area of each Unit. The method of measurement is applicable to all Units. Any Common Elements located within or appurtenant to any Unit shall not be considered as part of that Unit. Terraces shown on Schedule A are Residential Limited Common Elements.

Certain of the Residential Units are subject to the Rent Laws as of the Filing Date of the Plan. Next to each Residential Unit Number is the status of such Residential Unit.

(3) The Common Interest of each Unit in the Common Elements has been allocated 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 Common Interests were calculated in part based on the relative square footages of each Unit following the completion of the Sponsor's Redevelopment Work. (See the Section of the Plan entitled "Real Property Law Section 339-I Compliance Letter" for details.) In the event that Sponsor negotiates with individual Purchasers (other than Tenant-Purchasers until the effective date of the Plan) to change the layout or dimensions of their respective Residential Units and such changes involves the inclusion, in the Residential Unit, of areas formerly designated as Common Elements, Residential Common Elements or involves adding to the Common Elements or Residential Common Elements, space that was previously incorporated in the Residential Units, the Common Interest of all of the Residential Units may change slightly. Any such change in the Common Interest allocated to a Residential Unit prior to the recording of the Declaration shall not be deemed a material change and shall not give rise to a right of rescission on the part of any Purchaser.

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. 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 Residential Unit Owner's share of the Residential Common Expenses.

(4) Each Bona Fide Tenant has the exclusive right to purchase the Residential Unit such Bona Fide Tenant occupies on the Filing Date for a period of 90 days from the Presentation Date of the Plan, at a price reduction below that offered to Non-Tenant-Purchasers. The Purchase Prices payable by Purchasers may be increased only by duly filed amendment but may be decreased on an individually negotiated basis with a Purchaser (other than a Tenant-Purchaser until the Effective Date of the Plan) without amendment to the Plan. Any across-the-board change in the Purchase Prices that affects a line or major grouping of Residential Units or is to be advertised will be made by duly filed amendment to the Plan. See the Section of the Plan entitled "Changes in Prices and Units" concerning other terms of sale.

In addition to the payment of the Purchase Price, each Purchaser (other than an Owner of an Unsold Residential Unit) will be required to make a non-refundable contribution to the Working Capital Fund of the Building in an amount equal to 2 months' Residential Common Charges then in effect and 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 Residential Unit at the time of closing. Purchasers should consult with their attorneys as to the exact closing costs they will incur. 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.

(5) The estimates contained in this schedule were prepared on the assumption that the First Year of Condominium Operation will be the year from January 1, 2014 to December 31, 2014, and are based on an estimate of the receipts and expenses of the Condominium for the projected year. The actual First Year of Condominium Operation may be earlier or later than such year. If the actual or anticipated date of commencement of the First Year of Condominium Operation is delayed by more than 6 months from the commencement of the projected First Year of Condominium Operation, Sponsor will amend the Plan to include a revised budget disclosing current projections. If such amended projections exceed original projections by 25% or more, Sponsor will offer all Purchasers the right to rescind for a period of 15 days after the Presentation Date of the amendment setting forth the right to rescind.

The estimated monthly Common Charges for each Unit is based on the Schedule B - Projected Budget for First Year of Condominium Operation as certified by Sponsor's Budget Expert. Each Residential Unit Owner will be responsible for real estate taxes for such Residential Unit, mortgage payments under a loan or loans, if any, obtained to finance the purchase of the Residential Unit, the cost of electricity supplied to the Residential Unit, which is separately metered and payable directly to the utility company, the cost of cable television services and the cost of telephone and internet provider services and the insurance which must be carried by each Residential Unit Owner with respect to liability within the Residential Unit (and its appurtenant Residential Limited Common Elements) and casualty to the contents of the Residential Unit and the cost of interior repairs, replacements and decorations to the Residential Unit. Until the Residential Units are separately assessed, real estate taxes may be part of Common Expenses, as provided in the By-Laws. Capital repairs, replacements, additions, improvements, alterations and restorations to the Common Elements or Residential Common Elements are either Common Expenses or Residential Common Expenses which will be borne by all

Unit Owners or solely by the Residential Unit Owners, as the case may be. In addition, all costs associated with the acquisition, ownership and maintenance of the Resident Manager's Unit are Common Expenses to be borne by all Unit Owners in accordance with Schedule B.

The aggregate monthly rents payable by the tenants of Residential Units in the Building was approximately $206,000 as of July 16, 2013.

The New York City real estate taxes for the First Year of Condominium Operation (January 1 to December 31, 2014), which have been estimated by Sponsor's real estate tax counsel, Stroock & Stroock & Lavan LLP, to be as follows based upon their estimated assessed valuations and tax rates: Residential Units (aggregate) $933,523; Non-Residential Units (aggregate): $225,339. No representation is made or assurance given as to what the actual tax rate or assessed valuation will be for such period. The tax rate and assessed valuations for the current and two preceding tax years are as follows:

Tax Year	Tax Rate per $100 of Assessed Valuation	Transition Assessed Valuation	Actual Assessed Valuation	Taxable Value	J51 Abatement	Annual Real Estate Tax
2011/2012	$13.433	5,651,070	8,006,850	5,651,070	25,767	975,568
2012/2013	$13.181	6,549,030	8,254,800	6,549,030	25,767	837,461
2013/2014*	$13.247	7,559,010	9,473,400	7,559,010	25,767	975,568

*The information set forth above for the 2013/2014 tax year is based upon an estimated tax rate.

As more fully explained in the Real Estate Tax Projection Opinion of Sponsor's Real Estate Tax Counsel set forth in Part II of the Plan, New York Law provides that the aggregate of the assessment of the Units plus their Common Interests shall not exceed the total valuation of the Property were the Property assessed as one parcel.

The estimated real estate taxes for each Residential Unit for the projected First Year of Condominium Operation assumes that the amount of real estate taxes payable with respect to each Unit will be levied in the proportion that its Common Interest bears to the Common Interests of all of the Residential Units. There is no assurance that the New York City taxing authority will allocate taxes among Units in proportion to their respective Common Interests. New York City has used other methods of allocation in the past and may do so again in the future. If real estate taxes are so allocated by other methods, Owners of Units having the same Common Interest may pay different amounts of real estate taxes. Until the Units are separately assessed, the Condominium Board or Sponsor, as the case may be, will pay all real estate taxes with respect to the Property and will allocate and charge the cost thereof among all Unit Owners in proportion to each Unit's percentage interest in the Common Expenses. Once the Units are separately assessed, each Unit will be taxed as a separate tax lot and no Unit Owner will be responsible for the payment of, nor will any Unit be subject to any lien arising from the non-payment of taxes on any other Unit.

The Building is currently receiving a partial abatement from real estate taxes pursuant to Section 11-243 (previously Section J-51) of the New York City Administrative Code ("J-51 Abatement"), in an amount of approximately $25,767 per year, which is projected to expire on June 30, 2018 ("Expiration Date"). The estimated real estate taxes set forth in Schedule A are based on the assumption that the J-51 Abatement will continue to apply to the Property and each Residential Unit once the Condominium is created and the Residential Units are separately assessed and that

there will not be any change in the taxable status of the Property. Notwithstanding, there can be no assurance that the J-51 Abatement will continue once the Condominium is created or if continued will not be revoked prior to the Expiration Date or after the Expiration Date. If, for any reason, the J-51 Abatement is revoked prior to the Expiration Date or after the Expiration Date, there will be no abatement from real estate taxes payable with respect to the Residential Units. Neither Sponsor, Sponsor's counsel, Sponsor's Real Estate Tax Counsel, Selling Agent, Managing Agent nor any other Person makes any representation or guaranty as to the amount of real estate taxes payable at any time by any Unit Owner or as to the amount of any tax abatement that will actually be received at any time. Assuming continued receipt of the J-51 Abatement, the real estate tax estimates for the First Year of Condominium Operation are based upon the assessed valuation of the Property in fiscal year of 2013/2014 of approximately $7,559,010 and an estimated assessed valuation of the Property in fiscal year 2014/2015 of approximately $10,792,350, an estimated tax rate for 13.247% for fiscal year 2013/14, and estimated tax rates for fiscal year 2014/15 of 13.313%for Residential Units and 10.350% for the Non-Residential Units. Purchasers should refer to the Real Estate Tax Projection Opinion prepared by Stroock & Stroock & Lavan LLP, Sponsor's Real Estate Tax Counsel, set forth in Part II of the Plan for further discussion regarding the projected real estate taxes for the first year of condominium operation and the J-51 Abatement and the applicability of such program to this project. In addition, no warranty or guaranty is made that the actual assessed valuations of the will be as projected above, or that the tax rates in effect for all or any portion of the Property during the First Year of Condominium Operation will be as projected above, that the J-51 Abatement will be continued or that the real estate taxes will be as projected or will be allocated among the Units in proportion to their Common Interests or Schedule A purchase prices. In no event will Sponsor, Sponsor's Counsel, Sponsor's Real Estate Tax Counsel, Selling Agent or any offer or be liable to any Purchaser, nor will any Purchaser have the right to rescind the Purchase Agreement, in the event the actual taxes are more than those projected or if the J-51 Abatement is revoked, is not in effect at a particular time or, in the event the amount of such J-51 Abatement and the resulting taxes differ from those projected.

Tax certiorari proceedings are pending for tax years 2010/2011, 2011/2012, 2012/2013 and 2013/2014. Any proceeds from such tax certiorari proceedings for tax periods prior to the recording of the Declaration shall belong exclusively to Sponsor.

Income tax deductions may vary from year to year due to a change in the interest rate on a Residential Unit Owner's mortgage or from changes in the allocation of constant debt service payment to interest and principal, or with respect to real estate taxes, due to changes in real property taxes resulting from the expiration of real estate tax benefits, if any, or from changes in the assessed value, the tax rate or the method of assessing real property.

Section 581 of the Real Property Tax Law provides that real property owned on a condominium basis shall be assessed for real estate tax purposes at a sum not exceeding the assessment which would be placed thereon if the Property were not owned on a condominium basis.

Section 339-y of the Condominium Act provides that the aggregate of the assessments of the Units, plus their interests in the Common Elements, shall not exceed the total valuation of the Property as if it were assessed as one parcel.

See the Sections of the Plan entitled "Income Taxes - Deductions to Residential Unit Owners and Tax Status of the Condominium" and "Attorney's Income Tax Opinion" in Part II of the Plan for a discussion concerning the deductibility of real estate taxes and mortgage interest payments paid with respect to a Residential Unit.

(6) The figures in these columns represent the total estimated monthly carrying charges, which include Common Charges assessed by the Condominium Board and real estate taxes assessed by the City of New York. Reference should be made to note (5) of these Notes for certain other "home ownership" costs that may be incurred by Residential Unit Owners.

SCHEDULE B – PROJECTED BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION

SCHEDULE B

175 West 95th Street Condominium
175 West 95th Street
New York, New York 10025

BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION
January 1, 2014 - December 31, 2014

PROJECTED INCOME	
Residential Common Charges (Note 1)	2,438,897
Commercial Common Charges (Note 2)	144,479
Laundry (Note 3)	32,700
TOTAL PROJECTED INCOME (Note 4)	2,616,076
PROJECTED EXPENSES	
Salaries, Wages, Payroll Taxes and Benefits (Note 5)	569,454
Concierge Services (Note 6)	243,899
Fuel Oil (Note 7)	551,871
Electricity (Note 8)	99,263
Natural Gas (Note 9)	12,043
Water & Sewer (Note 10)	236,110
Repairs & Maintenance (Note 11)	80,000
Service Contracts (Note 12)	51,355
Insurance (Note 13)	201,200
Legal, Professional and Audit Fees (Note 14)	25,000
Management Fee (Note 15)	160,000
Resident Manager's Unit - Mortgage Debt Service (Note 16)	56,659
Resident Manager's Unit - Common Charges and Real Estate Taxes (Note 17)	16,397
Other Expenses (Note 18)	25,000
Contingency (Note 19)	50,000
SUBTOTAL	2,378,251
Capital Reserve Funding (Note 20)	237,825
TOTAL PROJECTED EXPENSES	2,616,076

NOTES TO SCHEDULE B

175 West 95 CONDOMINIUM
175 West 95th Street
New York, New York 10025

(1) Residential Common Charges (Budget—$2,438,897)
The estimate of the Common Charges to be collected from the Residential Unit Owners during the First Year of Condominium Operation is based upon the budget and is intended to assume that projected expenses are recovered on a current basis.

(2) Non-Residential Common Charges (Budget - $144,479)
There will be 3 Non-Residential Units in the building, with an aggregate common interest of twenty-one and 5,372/10,000 percent (21.5372%). Several items in the Budget are of limited or no benefit to the Non-Residential Units. However, they partially benefit from other items in the Budget; these items and percentage of benefits are as follows:

Budget Item	Non-Residential Percentage
Salaries, Wages, Payroll Taxes and Benefits	5%
Repairs and Maintenance	2%
Insurance	21.5372%
Legal, Professional and Audit Fees	21.5372%
Management Fees	2%
Other Expenses	2%
Contingency	21.5372%
Capital Reserve Funding	21.5372%

The allocations listed above are based on the budget expert's experience in managing similar mixed-use condominiums.

(3) Income from Laundry Machines (Budget—$32,700)
This budgeted amount is based on a contract with Hercules Corp. (with an address of 550 W. John Street, Hicksville, NY 11801), which permits their installation of their coin-operated laundry machines in the cellar. The term of the contract expires on or about November 30, 2017 and provides for payment of $2,725 in equal monthly installments. The laundry equipment is owned and maintained by Hercules Corp. The Condominium provides to Hercules Corp. the necessary water and utilities, without charge, for the operation of the equipment.

(4) Total Projected Income--(Budget--$2,616,076)
This budgeted amount does not include any interest income that may be received by the Condominium Board from its investment of the Reserve Fund to be retained at the closing of title, and the reserve fund for contingencies to be contributed by the Unit Owners as part of the common charges. All or part of these funds may be expensed during the first or subsequent years of operation. The interest income cannot be determined exactly and may be inconsequential.

Therefore, interest income is not included in the budget for the First Year of Condominium Operation.

(5) Salaries, Wages, Payroll Taxes and Benefits (Budget-- $569,454)
This budgeted amount is based upon the cost of seven employees as follows: one full-time Resident Manager, one handyperson and five porters.

The employees of the building are employed pursuant to the collective bargaining agreement with Local 32-B/32-J of the Building Service Employees International Union. The terms of this union contract expire on April 20, 2014. The wage rates below reflect these wages, plus projected vacation and overtime pay, as well as projected wages beyond the contract expiration. Furthermore, an additional 5% is added to this amount for the period thereafter. The projected labor expense for the First Year of Condominium Operation is as follows

Projected Salaries:	
1 Resident Manager	$66,462
1 Handyperson	56,628
5 Porters	228,794
Total Salaries	$351,883
Projected Payroll Taxes and Insurance:	
Social Security (7.65% of taxable payroll)	$ 26,919
NY Unemployment Insurance (1.6% of $8,500 per employee)	952
Federal Unemployment Insurance (0.8% of $7,000 per employee)	392
New York Disability Insurance	300
Worker's Compensation Insurance	14,249
Total Payroll Taxes and Insurance	$42,812
Projected Union Benefits:	
Health fund	$ 103,008
Pension Fund	34,685
Annuity Fund	3,822
Education & Scholarship Fund	2,646
Total Union Benefits	$ 147,641
Total Projected Salaries, Payroll Taxes, Insurance and Benefits	
Total Salaries, Payroll Taxes, Insurance and Benefits	$540,937
Add 5% increase	27,047
Total Projected Salaries, Payroll Taxes, Insurance and Benefits	$569,454

(6) Concierge Services (Budget – $243,899)
This item is for concierge and 'front desk' services including visitor screening, acceptance of certain parcels and/or packages, and general security services. This budgeted amount is based on a contract with Cambridge Security Services Corp. (with an address of 90 Mulberry Street, Newark NJ 07102). The contract term is from March 4, 2013 through March 3, 2014. Rates for all services are billed on an hourly basis, and for a one year period are estimated at $213,350, plus tax. A contingency of 5% is added to cover overtime or other unforeseen factors.

(7) Fuel Oil (Budget--$551,871)

Number 4 Fuel Oil consumption for the production of heat and hot water is projected at 164,542 gallons for the First Year of Condominium Operation based on the average number of gallons used over the past three years. The estimated price per gallon used for the First Year of Condominium Operation is $3.55 including sales tax. The projected price per gallon is based on the 2012 average cost per gallon, plus tax and plus ten percent to cover inflation and other unforeseen factors.

The usage and cost of oil for the past three years is as follows:

Year	Gallons	Total Cost	Average Cost per Gallon
2010	189,642	$430,526	$2.27
2011	162,070	$492,845	$3.04
2012	148,481	$479,750	$3.23

Average Fuel Oil Usage: 155,276 Gallons

In view of the current energy situation, it is not possible to predict with certainty whether the budgeted figure will reflect the actual cost to be incurred during the First Year of Condominium Operation. Costs vary depending upon the level of consumption and the cost of fuel. Consumption will also be affected by the severity of the weather and conservation measures that may be taken by the Board of Managers. It is possible that fluctuating fuel prices, inflation, and other unforeseen factors may raise the cost of this item substantially higher than projected.

(8) Electricity (Budget-- $99,263)

This item includes the cost of electricity for the common areas of the residential section of the building and the Resident Manager's unit. Individual units are separately metered and Unit Owners will pay their respective charges directly to the utility company. The budgeted cost for electricity has been computed by multiplying the average use of the past three years by a projected rate of $0.1812 per kilowatt hour (kWh). The projected price per kilowatt hour is based on the average of the three years rates plus ten percent to cover inflation and other unforeseen factors.

	Electricity		
Year	kWh	Cost	Cost/KWH
2010	543,318	95,953	$0.1766
2011	555,880	90,046	$0.1620
2012	544,026	84,667	$0.1556

Average Electric Usage: 547,741 kWh

In view of the current energy situation, it is not possible to predict with certainty whether the budgeted figure will reflect the actual cost to be incurred during the First Year of Condominium Operation. It is possible that fluctuating electricity and fuel prices, inflation, and other unforeseen factors may raise the cost of this item substantially higher than projected. Utility rates are affected by increases in the fuel rates paid by the utility, as well as other factors.

(9) Gas (Budget-- $12,043)

This item includes the cost of gas for the Residential Units. Individual residential units are not separately metered. The cost of gas will be included in each unit's common charges regardless of the amount of gas each unit actually uses. Non-Residential Units will be separately metered and responsible for their respective gas charges. The budgeted cost for gas has been computed by multiplying the average use of the past three years by a projected rate of $1.537 per thermal unit (therm). The projected price per therm is based on the average of the three years rates plus ten percent to cover inflation and other unforeseen factors.

	Gas		
Year	Therms	Cost	Cost/Therm
2010	8,816	$12,755	$1.45
2011	7,711	$11,969	$1.55
2012	6,979	$8,324	$1.19

Average Gas Usage 7,835 Therms

In view of the current energy situation, it is not possible to predict with certainty whether the budgeted figure will reflect the actual cost to be incurred during the First Year of Condominium Operation. It is possible that fluctuating gas and fuel prices, inflation, and other unforeseen factors may raise the cost of this item substantially higher than projected. Utility rates are affected by increases in the fuel rates paid by the utility, as well as other factors.

(10) Water Charges and Sewer Rents (Budget-- $236,110)

This budgeted amount is predicated on continuation of the present method of calculating water charges and sewer rents, which is based on frontage and the number of fixtures. It is the current policy of NYC to directly meter water and sewer usage. If this method is implemented, these charges might increase, perhaps significantly. For the First Year of Condominium Operation, however, this budget projects that estimating water and sewer charges will increase 7% over 2013 projected charges. The water charges and sewer rents for the three periods prior to 2013 were as following:

Year	Cost
2010	$192,887
2011	$178,661
2012	$206,228
*2013	$220,664

*Projected cost

(11) Repairs and Maintenance (Budget-- $80,000)

This budget item includes building and janitorial supplies, uniform expenses and the various repair and maintenance items involved in the operation of this type of property. However, this item does not include repairs and painting of or the curing of violations within the interiors of apartments, which would become the obligations of the respective Unit Owners following the purchase of their Units.

(12) Service Contracts ($51,355)

Service	Contractor	Annual Cost	Expiration
Elevator Maintenance	Centennial Elevator 23-82 BQE West Long Island City, NY 11101	$24,430	December 31, 2017
Exterminator	One Source Pest Control 360 Lexington Ave New York, NY 10017	$2,789	Month to month
Boiler/Burner Maintenance	Boiler Technologies Unlimited 459 Columbus Avenue New York, NY 10024	4,899	November 30, 2013, Month to month thereafter
Vacuum Pump System	GS Dunham LLC 25-70 Ulmer Street College Point, NY 11354	3,963	May 31, 2013, Month to month thereafter
Energy Management System	US Energy Heat Controls 78-40 164th Street Flushing, NY 11366	1,546	December 31, 2013
Boiler Water Treatment	OCS Chemical Engineering PO Box 608 Putnam Valley, NY 10579	2,624	June 30, 2013, Month to month thereafter
Compactor	Multi-Pak 180 Atlantic Street Hackensack, NJ 07601	980	July 13, 2015
Sprinkler	Rael Sprinkler Maintenance Corp. 1760 Plaza Avenue New Hyde Park, NY 11040	631	March 30, 2014
	Total	$48,909	

The annual cost projected in this budget includes a provision for a five percent increase above current charges. These service contracts are not anticipated to be of any benefit to the Non-Residential Units.

(13) Insurance (Budget-- $201,200)

Includes the following annual insurance premiums and reserves as proposed for the subject Condominium as proposed by the Sponsor's broker Aon Risk Solutions (with an address of 199 Water Street, 33rd Floor, New York, NY 10038), in its letter dated July 11, 2013:

Coverage Description	Amount
Property Coverage (with $10,000 deductible)	
Building–all risk agreed amount–replacement cost	$54,000,000
Boiler & Machinery	Included
Comprehensive General Liability	
General Aggregate	$2,000,000
Each Occurrence	1,000,000
Directors & Officers Liability	
Each Occurrence	$1,000,000
Aggregate	1,000,000
Commercial Umbrella	
Each occurrence/aggregate	$100,000,000
Fidelity Bond (with $5,000 deductible)	
Employee Dishonesty Limit	$1,000,000
Deductible	5,000
Pollution Legal Liability (with $50,000 deductible)	$5,000,000

Total Annual Premium: $201,200

The projected cost of NYS Worker's Compensation Insurance is included in cost projections for labor.

The Fire, Casualty and General Liability policy will include the following items:

1) Each unit owner is included as Additional Insured as respects to common areas (General Liability Only).
2) Policies will not be cancelled without prior notice to the Board of Managers.
3) Waiver of Subrogation.
4) Waiver of invalidity because of acts of the insured and unit owners.
5) Waiver of pro rata reduction if unit owners obtain additional coverage (fire & casualty/property coverage only).

The annual premium for the indicated coverage is $201,200. However, prospective owners should note that insurance premiums could increase depending on market conditions. The projection is believed to be reasonable.

Each unit owner will be required by the By-Laws to obtain additional insurance coverage, at his or her own cost, against the following risks (which will not be included in the insurance coverage obtained by Sponsor on behalf of the Condominium Board):

(a) fire or casualty losses to the contents of his or her unit and any appurtenant limited common elements, replacements, additions, upgraded fixtures and improvements therein; and

(b) liability for personal injury or property damage as a result of occurrences in his or her unit and any appurtenant limited common elements.

(14) Legal, Professional and Audit Fees(Budget – $25,000)

A portion of the budgeted amount will be used to pay the fees for preparation of the condominium's income tax return and an audited income statement, a quote for which was provided by PKF O'Connor Davies, dated June 12, 2013. The balance is intended to provide for miscellaneous legal services or other professional services that the condominium board may wish to employ.

(15) Management Fees (Budget-- $160,000)

This item is based upon a management agreement to be entered into with Grenadier Realty Corp., 1230 Pennsylvania Avenue, Brooklyn, NY 11239 at the first unit closing. This management fee may be in excess of the prevailing cost for similar services. The managing agent is affiliated with principals of the Sponsor. For a full discussion of the terms and conditions of the Management Agreement see the section of this plan entitled "Management Agreement."

All expenses and fees incurred by managing agent in the performance of its duties will be reimbursed by the Condominium Board and charged to all Unit Owners as a common expense. In addition, the Condominium Board will indemnify the managing agent against any claims or liabilities in connection with acts properly performed by the managing agent pursuant to 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.

(16) Resident Manager's Unit – Mortgage Debt Service (Budget--$56,659)

On or subsequent to the first closing, the Condominium Board will purchase residential unit 2A on behalf of the unit owners for a purchase price of $609,000 Pursuant to provisions of the plan, the Condominium Board will issue to the Sponsor a note in payment of the total purchase price of the unit and a purchase money first mortgage on the unit to secure repayment of the note.

The note will provide for consecutive equal monthly payments of $4,721.57 on the first day of each month. The regular monthly payments at 7% interest per annum are applied first to interest with balance reducing principal based on a twenty year amortization schedule, although the loan will be due in five years. As a result, a balloon payment of approximately $525,303 will be due at maturity.

It is anticipated that, at or prior to the maturity date of the mortgage documents, the Condominium Board will refinance the payment of approximately $525,303 that will then be due with a lender other than Sponsor. However, Sponsor makes no representation that the Condominium Board will be able to refinance such payment, or, if refinancing is available, as to terms or other costs of the same. Sponsor has not agreed to itself refinance, or arrange the refinancing of, the principal payment that will be due on the maturity date of the mortgage. All Residential Unit Owners, as Residential Common Charges, pay the expenses attributable to Residential Unit 2A. The Sponsor, in its sole discretion, may elect not to sell the Resident Manager's Unit for up to two years after the first closing. During this time, the Sponsor reserves the right to change the Resident Manager's Unit to any other unit owned or otherwise controlled by the Sponsor. From the date of the first closing until the acquisition of the Resident Manager's Unit that shall be designated by Sponsor,

the first closing until the acquisition of the Resident Manager's Unit that shall be designated by Sponsor, the Condominium shall pay rent to the Sponsor equal to the sum of the following: (a) the debt service on the purchase money mortgage as if same had been in effect; (b) common charges on the Resident Manager's Unit and (c) taxes allocable to the Resident Manager's Unit.

(17) Resident Manager's Unit—Common Charges and Real Estate Taxes (Budget— $16,397)
This item consists of common charges and real estate taxes attributable to Residential Unit 2A, which will be acquired by the Condominium Board and occupied by the Resident Manager. All Residential Unit Owners, as Residential Common Charges, pay the expenses attributable to residential unit 2A. As more fully described in Note 16, the Sponsor, in its sole discretion, reserves the right to change the Resident Manager's Unit to any other unit owned or otherwise controlled by the Sponsor.

(18) Other Expenses (Budget--$25,000)
This estimate includes license fees, inspection fees, municipal permits, Resident Manager's telephone charges and miscellaneous expenses, based upon the Managing Agent's experience in similar buildings. No taxable income is contemplated for the First Year of Condominium Operation. However, certain minimum taxes will be payable, which minimum taxes are included in this budget item.

(19) Contingency (Budget--$50,000)
The Board of Managers may apply this contingency toward increases in the projected expenses, unforeseen expenses or other appropriate expenses. The purpose of the contingency is to provide for unanticipated expenses or unanticipated increases in the projected expenses. The reserve for contingencies is separate and distinct from the Reserve Fund.

(20) Capital Reserve Funding (Budget--$237,825)
This item is a reserve for capital replacements, and is equal to 10% of the sum of all other expenses.

* * * * *

IN THE OPINION OF PENMARK MANAGEMENT LLC, THE PROJECTED RECEIPTS ARE ADEQUATE TO MEET THE ESTIMATED EXPENSES FOR THE CONDOMINIUM'S FIRST YEAR OF OPERATION, ASSUMING SUCH FIRST YEAR BE THE FISCAL YEAR COMMENCING ON JANUARY 1, 2014. THE FORGOING SCHEDULES, HOWEVER, ARE NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE BY ANYONE THAT THE COMMON CHARGES, OTHER INCOME OR EXPENSES FOR THE FIRST OR ANY SUBSEQUENT YEAR OF OPERATION OF THE CONDOMINIUM WILL BE AS SET FORTH IN SAID SCHEDULES, AND IT IS LIKELY THAT THE ACTUAL INCOME AND EXPENSES WILL VARY FROM THE AMOUNT SHOWN IN THE SCHEDULE.

THE SPONSOR HAS RESERVED THE RIGHT TO MODIFY, RENEW AND REPLACE EXISTING SERVICE, MAINTENANCE, EMPLOYMENT, CONCESSIONAIRE AND OTHER AGREEMENTS AND INSURANCE POLICIES, AND TO ENTER INTO NEW

AGREEMENTS AND POLICIES THAT WILL BE BINDING ON THE CONDOMINIUM ON THE CLOSING DATE. HOWEVER, NO SERVICE OR MAINTENANCE CONTRACT WILL BE MADE WHICH WOULD MATERIALLY INCREASE THE FIRST YEAR'S ESTIMATED MAINTENANCE CHARGES, UNLESS THE PLAN IS AMENDED.

IF THE ACTUAL OR ANTICIPATED DATE OF COMMENCEMENT IS TO BE DELAYED FROM THE BUDGET YEAR PROJECTED IN THE PLAN BY MORE THAN (6) MONTHS, THE PLAN WILL BE AMENDED TO INCLUDE A REVISED BUDGET DISCLOSING CURRENT PROJECTIONS. IF SUCH AMENDED PROJECTIONS EXCEED THE ORIGINAL PROJECTIONS BY 25% OR MORE, THE SPONSOR WILL OFFER ALL PURCHASERS THE RIGHT TO RESCIND AND A REASONABLE PERIOD OF TIME THAT IS NOT LESS THAN 15 DAYS AFTER THE DATE OF PRESENTATION TO EXERCISE THE RIGHT. WHETHER OR NOT SPONSOR OFFERS TO GUARANTEE THE PREVIOUS BUDGET PROJECTION, SPONSOR WILL RETURN ANY DOWN PAYMENT OR DEPOSIT PROMPTLY TO PURCHASERS WHO RESCIND.

REAL PROPERTY LAW SECTION 339-I COMPLIANCE LETTER

corcoran group marketing

July 29, 2013

Axton Owner LLC
70 East 55th Street
New York, New York 10022

Re: Condominium Development
Compliance with Real Property Law, Section 339(i)
175 West 95th Street New York, NY 10025

Gentlemen:

Corcoran Group Marketing, a licensed real estate broker in the State of New York, of which I hold the position of Senior Managing Director, has been retained by the Sponsor, Axton Owner LLC, to prepare this opinion concerning compliance of the referenced plan with Section 339(i) of the New York Real Property Law.

Corcoran Group Marketing is a division of The Corcoran Group, which has been active in the Residential Real Estate industry in Manhattan since 1972. At this time, Corcoran Group Marketing is the premier marketing firm for condominiums, cooperatives, townhouses and rentals in New York. I have extensive experience with all aspects of residential real estate and property development. We do not have any beneficial interest in Sponsor of the Plan or in the profitability of the project.

The allocation of the percentage of Common Interest for the Condominium Units in the referenced Plan is made pursuant to Section 339(i) (1) (iv) of the Real Property Law. The allocations took into consideration the following factors: floor space, subject to the location of such space and the additional factors of relative value to the other 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.

We agree that this letter may be included in the Offering Plan.

Sincerely,

Beth Fisher
Senior Managing Director
Corcoran Group Marketing

OPINION OF COUNSEL RE: REAL PROPERTY LAW SECTION 339-I

STARR ASSOCIATES LLP
ATTORNEYS AT LAW

245 FIFTH AVENUE
NEW YORK, NY 10016
TEL 212 620 2680
FAX 212 696 5013
www.starr-lawfirm.com

August 1, 2013

Axton Owner LLC
c/o Starrett Companies LLC
70 East 55th Street
New York, New York 10022

Re: 175 West 95 Condominium
175 West 95th Street
New York, New York 10025 ("Property")

Ladies and Gentlemen:

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

In connection with the rendering of this opinion we have reviewed the determination of Common Interests as shown on Schedule A of the Plan and the Declaration establishing the Condominium. We have also considered the relevant sections of the New York State Condominium Act and such other materials as we deemed relevant. Our opinion is also based upon the factual determinations made by Corcoran Group Marketing ("Real Estate Broker") set forth in its opinion contained in the Plan as required by NYCRR Section 23.3(i). We have made no independent investigation of the truth or accuracy of the factual determinations of Real Estate Broker. Accordingly, in the event that facts presented by Real Estate Broker were or prove incorrect in no event will Starr Associates LLP be liable.

Based upon our review of the foregoing, we have determined that the method selected by Real Estate Broker to calculate the percentage of Common Interests is permissible under Real Property Law ("RPL") 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).

This opinion, while based upon existing rules of law applied to the facts and documents referred to above, is not a guarantee to Purchasers. In no event will Sponsor, Starr Associates LLP, Selling Agent, Managing Agent or the Condominium Board be liable if there are changes in the facts on which we have relied in issuing this opinion or if there are changes in RPL Section 339 or other applicable Law.

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

Very truly yours,

STARR ASSOCIATES LLP

By: _____
Name: Jane Rosenberg
Title: Senior Counsel

NON-RESIDENTIAL UNITS

As more particularly described in the Declaration and in the Description of Property and Building Condition, each of which are contained in Part II of the Plan, the Condominium will contain 3 Non-Residential Units.

Non-Residential Units

The Garage Unit (designated in the Declaration as Unit CU1) contains approximately 15,272 square feet on the cellar, approximately 14,513 square feet in the cellar and approximately 8,537 square feet on the first floor of the Building, with an entrance on West 95th Street. The Garage Unit currently subject to a lease and operated by Park Well LLC which expires on April 30, 2018. The Garage Unit currently contains 38 accessory parking spaces on the sub-cellar, 35 accessory parking spaces on the cellar level, 20 accessory parking spaces on the first floor and 92 public parking spaces.

After completion of Sponsor's Redevelopment Work, the Retail Unit (designated in the Declaration as Unit CU2) will contain approximately 4,035 square feet in the cellar and approximately 17,739 square feet on the first floor, with entrances on West 95th Street, West 96th Street and Amsterdam Avenue. Portions of the existing retail space are currently leased to HSBC Bank pursuant to a lease which expires on May 31, 2017 and to 170 West 96th Street Corporation for use as a veterinary medicine office, pursuant to a lease which expires on May 4, 2023.

After completion of Sponsor's Redevelopment Work, the Community Facility Unit (designated in the Declaration as Unit CU3) will contain approximately 182 square feet in the cellar, approximately 363 square feet on the first floor and approximately 10,420 square feet on the second floor, with an entrance on West 96th Street. It is anticipated that the Community Facility Unit will be occupied by a medical practice.

General

The Non-Residential Units are not currently offered for sale pursuant to the Plan.

Each Non-Residential Unit may be combined or subdivided by the Non-Residential Unit Owner into two or more separate condominium units without prior notice and without amendment to the Plan. Additionally, any Non-Residential Unit created as a result of such subdivision will retain the same rights afforded the Non-Residential Unit Owners as set forth herein.

The Non-Residential Unit(s) or any additional condominium units created as a result of a subdivision of a Non-Residential Unit may be offered for sale at any time by a duly filed amendment to the Plan or pursuant to a "No-Action," "No Jurisdiction," or similar ruling issued by the Department of Law.

Residential Unit Owners will not have any interest in the rents, profits or revenues from the rental or use of any space in any of the Non-Residential Units.

No representation is made with respect to the ownership of all or any portion of the Non-Residential Units or as to who the future owners or tenants of any portion of the Non-Residential Units may be at any time or as to the uses to which any portion of the Non-Residential Units may be put at any time except that each of the Non-Residential Units may be used for any purpose permitted by Law. No assurance, representation, or warranty is given that any tenants, occupants or users of the Non-Residential Units will not be objectionable to Residential Unit Owners or other parties. The uses of the Non-Residential Units may generate noise, traffic, fumes or other disturbances over which the Residential Unit Owners will have no control.

Each Non-Residential Unit Owner will be obligated to pay its portion of the Common Charges in accordance with the Schedule B allocations. Certain budgeted items (See the "Notes to Schedule B" for 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 expense 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(s). In the opinion of Sponsor's budget expert, the allocated Common Charges payable by the Non-Residential Units are sufficient to cover the expenses fairly attributable to the Non-Residential Units.

The following is a summary of certain additional rights and obligations of the Non-Residential Unit Owners relating to the use and ownership of the Non-Residential Units:

(i) the Non-Residential Units may be used for any purposes permitted by Law.

(ii) each Non-Residential Unit Owner and its Permitted Users, shall have the right, without the approval of the Condominium Board, 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 Non-Residential Units, whether structural or non-structural, ordinary or extraordinary, and to subdivide and/or combine such Non-Residential Unit, provided that such alterations, additions, improvements or repairs are in compliance with Law and the terms of the Declaration and By-Laws.

(iii) each Non-Residential Unit Owner and its Permitted Users shall have an easement to use the sidewalks adjacent to such Non-Residential Unit for any purposes permitted by Law, including without limitation, food and beverage services and the placement of outdoor seating, tables, lighting and signage on such sidewalks adjacent thereto provided the entrances to the Building are not impeded by such use. In the event a Non-Residential Unit Owner utilizes such sidewalks, the cost of maintenance and repair of such sidewalk during the period of such use or resulting from such usage shall be borne by such Non-Residential Unit Owner.

(iv) each Non-Residential Unit Owner shall have the right to make all arrangements for the prompt repair and restoration of such Non-Residential Unit to the extent the Non-Residential Unit is damaged or destroyed by fire or other casualty.

(v) each Non-Residential Unit Owner and its Permitted Users shall have the right and an easement (i) for ingress and egress through all Common Elements for the purpose of accessing such Non-Residential Unit or any portion of the Building servicing such Non-Residential Unit, to install, operate, maintain, repair, alter, rebuild, restore and replace any pipes, wires, ducts, vents, cables, conduits or other lines, equipment or facilities forming a part of or relating to the Non-Residential Unit in, over, under, through or upon the Common Elements or elsewhere on the Property; and (iii) to erect, maintain, repair and replace one or more signs and lighting of such size and content as the Non-Residential Unit Owner shall determine, in the storefronts and windows of such Non-Residential Unit and on the exterior façade of the Building immediately adjacent to such Non-Residential Unit for the purposes of advertising the sale of or rental of all or any portions of a Non-Residential Unit, the leasing of space in a Non-Residential Unit or the operation of any business of a tenant or occupant of a Non-Residential Unit. The Condominium Board, on behalf of all Unit Owners, shall have an easement of ingress and egress through the Non-Residential

Units for the purpose of accessing any portion of the Building servicing the other Units in the Condominium.

(vi) each Non-Residential Unit Owner (subject to Sponsor's prior written consent in each instance for so long as Sponsor continues to own an Unsold Unit), shall have the right, but not the obligation, at such Non-Residential Unit Owner's sole cost and expense, to alter, modify, and/or restore the exterior façade of the Building appurtenant to such Non-Residential Unit (including storefronts and windows of such Non-Residential Unit) and to create additional means of egress and ingress to such Non-Residential Unit, provided that such alterations, modifications and/or restorations are in compliance with Law and the terms of the Declaration and By-Laws.

(vii) the Condominium Documents may not be amended or modified so as to adversely affect a Non-Residential Unit Owner without the prior written consent of the affected Non-Residential Unit Owner.

(viii) each Non-Residential Unit Owner shall have the right to sell or lease all or any portion of a Non-Residential Unit without complying with any right of first refusal or transfer fee contained in the Declaration or By-Laws.

(ix) notwithstanding any subdivision of any of the Non-Residential Units, the Unit Owners of the Garage Unit, Retail Unit and Community Facility Unit shall each have the right to designate 1 member to the 8 member Condominium Board.

(x) members of the Condominium Board designated by a Non-Residential Unit Owner may only be removed by such Non-Residential Unit Owner, who alone will have the right to elect or designate a replacement.

(xi) any decisions by the Condominium Board which solely affect a Non-Residential Unit may be made only with the consent of such affected Non-Residential Unit Owner.

The Owner of any Non-Residential Unit created as a result of the sub-division of a Non-Residential Unit will retain the same rights afforded the Non-Residential Unit Owners as set forth herein.

CHANGES IN PRICES AND UNITS

Sponsor may change offering prices by amendment to the Plan when the change in price: (i) is an across the board increase or decrease affecting one or more lines of Residential Units, or (ii) is to be advertised, or (iii) is a price increase for an individual Purchaser (other than Tenant-Purchasers until the Effective Date of the Plan). However, 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 change in the general offering or an advertised price but is rather the result of an individually negotiated transaction.

The Purchase Prices to Tenant-Purchasers set forth in Schedule A will not increase during any Exclusive Purchase Period nor will Sponsor accept Purchase Agreements from non-occupant Purchasers for occupied Residential Units during any Exclusive Purchase Period. Unless it would constitute a discriminatory inducement, Sponsor reserves the right, at any time and from time to time, without giving prior notice (except as otherwise provided herein) and without the consent of any member of the Condominium Board, the Condominium, or its agents or any Residential Unit Owner or mortgagee, to individually negotiate terms of sale with Purchasers (other than Tenant-Purchasers until the Effective Date of the Plan) with respect to the Purchase Agreement including, without limitation, changing the price, the manner of payment thereof and other terms of sale of any Residential Unit. If any such change is made, a Purchaser of a Residential Unit affected thereby may pay more or less than other Purchasers under the Plan for similar Residential Units, but this will not affect any prior or subsequent sale of Residential Units which are not the subject of such change. However, such price change shall not alter the Common Interest or the amount of the Common Charges payable by the owners of such Residential Units.

After the Plan is declared effective, Sponsor reserves the right to enter into a negotiated agreement with an individual Tenant-Purchaser to sell one or more Residential Units at prices lower than and terms different than those in effect from time to time without filing an amendment to the Plan. Sponsor reserves the right to negotiate with each Purchaser of an Unsold Residential Unit the following terms and conditions of the Purchase Agreement: purchase price; the amount of the Deposit; financing and other contingencies; the availability of financing; the payment of Purchaser's financing fees and other closing costs; the availability of Common Charge rebates, purchase price rebates and subsidies payable as a credit against the purchase price or on a periodic basis; and extensions of time periods within which to perform obligations under the Purchase Agreement. 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. 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 a Purchase Agreement.

The location in the Building, size, layout and approximate square footages of the Residential Units are shown on the Floor Plans set forth in Part II of the Plan. In order to meet the possible varying demand for number and type of Residential Units, or to meet particular requirements of prospective Purchasers, or for any other reason (including with respect to Sponsor's Redevelopment Work), Sponsor reserves the right (except to the extent prohibited by Law) at any time and from time to time, without giving prior notice and without the consent of any member of the Condominium Board, the Condominium, its agents or any Residential Unit Owner or mortgagee (unless directly affected by such change), to (a) change the layout of, or number of rooms in, any Unsold Residential Unit, (b) change the size and/or number of Residential Units by dividing one or more such Residential Units into two or more separate Residential Units, combining separate Residential Units (including those resulting from such subdivision or otherwise) into one or more Residential Units, altering any boundary walls between one or more Residential Units, or otherwise, including incorporating Residential Common Elements (such as a portion of a hallway) which exclusively benefit an Unsold Residential Unit into such Unsold Residential Unit without changing the percentage of Common Interest of such Unit, (c) designate a Residential Common Element as part of a newly created Residential Unit or designate all or part of a Residential Unit as a newly created Residential Unit or Residential Common

Element, (d) incorporate and enclose Residential Limited Common Elements within a Residential Unit, (e) if appropriate, reapportion among the Residential Units affected by any such change, their aggregate Common Interests and/or Residential Common Interests, and (f) make non-material change in the size or quality of Common Elements, except that Sponsor shall be entitled to make any changes in the Common Elements in connection with the performance of Sponsor's Redevelopment Work as disclosed in the Plan, as may be amended, without the consent of any Purchaser, Purchaser's lender or the Condominium Board. In the event of any change pursuant to either (b), (c), (d) or (e) above, such change shall be disclosed in a duly filed amendment to the Plan and to the Declaration, if applicable. No material change will be made in Unit size, layout or percentage of Common Interests without the consent of the Purchaser with respect to any Residential Unit for which a Purchase Agreement is then in effect and the Purchaser is not in default. . To the extent any such change involves entry into an occupied Residential Unit, Sponsor will repair any resulting damage to such Residential Unit. In addition, it is possible that Sponsor will install additional plumbing pipes through the concrete slabs vertically separating Residential Units and that such pipes will be run across the ceiling of some rooms in certain Residential Units and enclosed in sheetrock enclosures. Sponsor reserves the right to perform such work before or after the closing of any Residential Unit and such change shall not be deemed a material and adverse change with respect to any Purchaser nor give rise to any claim against Sponsor by any Residential Unit Owner. Such change shall not be deemed a material and adverse change with respect to any Purchaser or Residential Unit Owner.

Notwithstanding the foregoing, no material change will be made in the size (except with respect to Sponsor's Redevelopment Work, as to which a Purchaser shall be deemed to have consented to), and no material adverse change will be made in the quality of Common Element unless Purchasers not in default receive a right to rescind and a reasonable period of time that is not less than 15 days after the Presentation Date to exercise the right. Sponsor will return any Deposit promptly to Purchasers who rescind. Provided Purchaser's consent is not required, a Purchaser will not be excused from purchasing the Residential 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 Purchase 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 Deposit made under the Purchase Agreement and any interest earned thereon.

Unless prohibited by Law, Sponsor will have the right without the consent of any Unit Owner to amend or to cause the Condominium Board to amend the Declaration, By-Laws and Floor Plans at Sponsor's cost and expense, to reflect any such change and to file such amendment and any necessary plans and specifications in connection therewith.

So long as the layout, dimensions, allocation of Common Interest and square footage of a Residential Unit conform substantially to the Floor Plans, a Purchaser who is a party to a binding Purchase Agreement shall not be excused from purchasing the Residential Unit and shall not have any claim therefor against Sponsor by virtue of any insubstantial change or discrepancy in the Floor Plans.

Sponsor reserves the right, without prior notice or amendment to the Plan and without payment of any rent or other charge to use Unsold Residential Units on any floor of the Building and certain areas on the Building as sales, leasing or management offices and model apartments for the Building. In the event Sponsor thereafter elects to sell any such Unsold Units, Sponsor may require the Purchaser thereof to purchase all or any of the furnishings, equipment or decorations therein and pay, in addition to the purchase price for such Unit, such amounts as Sponsor may determine. In no event shall the presence of any furniture, furnishings, equipment or decorations in any model apartment imply or represent that any Residential Unit will contain such furniture, furnishings, equipment or decorations upon delivery of the Residential Unit to the Purchaser of the Residential Unit unless such Purchaser agrees to pay Sponsor an amount as determined by Sponsor in addition to the purchase price for such Residential Unit.

Sponsor reserves the right, in its sole and absolute discretion, to sell, lease, license or otherwise transfer to a Unit Owner, any non-material 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. Any such sale, lease, license or transfer will be disclosed in a duly filed amendment to the Plan and the Declaration and Floor Plans will be amended, if required.

ACCOUNTANT'S CERTIFIED STATEMENTS OF OPERATION

AXTON OWNER LLC

STATEMENTS OF REVENUE AND
CERTAIN OPERATING EXPENSES

FOR THE YEARS ENDED
DECEMBER 31, 2012 AND 2011

AXTON OWNER LLC

INDEX

YEARS ENDED DECEMBER 31, 2012 AND 2011

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BERDON

INDEPENDENT AUDITORS' REPORT

To the Member of
Axton Owner LLC

Report on the Statements

We have audited the accompanying statements of revenue and certain operating expenses of Axton Owner LLC for the years ended December 31, 2012 and 2011, and the related notes to the statements.

Management's Responsibility for the Statements

Management is responsible for the preparation and fair presentation of the statements in accordance with accounting principles generally accepted in the United States of America as modified by the New York State Codes, Rules and Regulations described in Note 2(a). Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

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

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

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

Berdon LLP
CPAs and Advisors

IAPA A global association of independent accounting firms and groups - IAPA

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Opinion

In our opinion, the statements referred to above present fairly, in all material respects, revenue and certain operating expenses of Axton Owner LLC for the years ended December 31, 2012 and 2011 in accordance with accounting principles generally accepted in the United States of America as modified by the New York State Codes, Rules and Regulations described in Note 2(a).

Basis of Accounting

We draw attention to Note 2(a) of the statements, which describes the basis of accounting. The statements were prepared by Axton Owner LLC for inclusion in a proposed plan to convert the property to condominium ownership and are not intended to be a complete presentation of Axton Owner LLC's revenue and expenses. Our opinion is not modified with respect to this matter.

Berdon LLP

Certified Public Accountants

New York, New York
July 2, 2013

AXTON OWNER LLC

STATEMENTS OF REVENUE AND CERTAIN OPERATING EXPENSES
FOR THE YEARS ENDED DECEMBER 31, 2012 AND 2011

	2012	2011
REVENUE:		
Rental income:		
Residential	$ 3,382,950	$ 3,374,721
Commercial	589,052	579,725
Parking income	630,416	611,871
Laundry income	32,700	35,425
TOTAL REVENUE	4,635,118	4,601,742
CERTAIN OPERATING EXPENSES:		
Salaries, payroll taxes and benefits	556,756	506,813
Fuel and gas	488,073	504,814
Electricity	84,677	90,046
Water and sewer	206,696	178,661
Repairs, maintenance and supplies	181,336	248,485
Service contracts	276,715	282,680
Insurance	93,899	90,401
Management fees	137,350	138,567
Professional fees	35,969	52,547
General and administrative expenses	21,665	18,916
TOTAL CERTAIN OPERATING EXPENSES	2,083,136	2,111,930
EXCESS OF REVENUE OVER CERTAIN OPERATING EXPENSES	$ 2,551,982	$ 2,489,812

The accompanying notes to statements are an integral part of these statements.

NOTES TO STATEMENTS OF REVENUE AND
CERTAIN OPERATING EXPENSES

NOTE 1 - ORGANIZATION

Axton Owner LLC (the "Company") is a Delaware single-member limited liability company formed on January 3, 2007 for the purpose of owning and operating a property located at 175 West 95th Street in the Borough of Manhattan, New York City (the "Property"). The Company transferred its ownership interest to Axton LLC on December 20, 2012. The Company intends to convert the Property to condominium ownership, with 229 residential units and three commercial units.

Axton LLC's sole member is Starrett Companies LLC, which is wholly owned by BRE Metro Residential Holdings LLC ("BRE Metro").

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

(a) Basis of Presentation

The accompanying statements of revenue and certain operating expenses for the years ended December 31, 2012 and 2011 were prepared in accordance with the provisions of Part 23, Section 23.3(L) of Title 13 NYCRR, "Regulations Governing the Conversion of Occupied Residential Property to Condominium Ownership with New York State" ("NYCRR").

The accompanying statements include the revenue and certain operating expenses of the Property, and are not intended to be a complete presentation of the Property's revenue and expenses. The statements have been prepared in accordance with accounting principles generally accepted in the United States of Americas ("GAAP") on the accrual basis, except that, in accordance with NYCRR, the statements of revenue and certain operating expenses do not reflect: (i) depreciation and amortization; (ii) interest expense; (iii) vacant apartment rental expenses, including advertising, commissions, renovation and improvement costs; (iv) costs incurred to repair, maintain and improve individual occupied apartments; (v) legal fees incurred in connection with landlord/tenant litigation; (vi) real estate taxes; and (vii) interest income.

These statements may not be indicative of the future revenue or operating expenses of the Property upon conversion to condominium ownership.

(b) Income Taxes

The results of operations of the Company are reportable on the income tax returns of the members of BRE Metro. Consequently, no provision has been made for the income tax or income tax benefit, if any, that may be realized by the members with respect to the Company's results of operations in the accompanying statements since taxable income or loss passes through to, and is reportable by, the members individually.

BRE Metro's federal, state and local tax returns for 2012 remain subject to examination by the relevant taxing authorities.

(continued)

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

(c) Use of Estimates

The preparation of the statements of revenue and certain operating expenses requires management to make estimates and assumptions that affect the reported amounts of revenue and certain operating expenses during the period. Actual results could differ from those estimates.

(d) Revenue Recognition

Revenue related to the Property's residential, commercial and parking units is recognized based on the terms of the respective leases as earned.

When management determines that it is not probable that amounts due from tenants will be collected, such amounts are charged to the provision for doubtful accounts.

(e) Subsequent Events

The Company has evaluated subsequent events after December 31, 2012 through July 2, 2013, the date that the financial statement was available to be issued.

NOTE 3 - MANAGEMENT FEE AND SELF-INSURANCE

(a) On December 20, 2012, the Company entered into a management contract with Grenadier Realty Corp. ("Grenadier") for an initial term of one year which will be renewed for successive terms of additional one-year periods unless terminated by either party providing 60 days' written notice. The management fee is calculated at 3% of gross receipts, as defined. Grenadier charged management fees of $137,350 in 2012 and $138,567 in 2011 for its services.

(b) Nico Agency Corp. ("Nico") provides insurance claims administration services to the Property under the Property's self-insured retention (SIR) liability insurance program. Under typical deductible and guaranteed cost liability programs, the insurance carrier performs all the Property's claims administrative functions, the costs of which are factored into the premium. In the SIR liability program, the Property assumes a portion of the settlement. Nico handles and coordinates the Property's SIR claims administration services, including hiring a third-party administrator (TPA) to investigate claims; hires defense attorneys where required; manages the TPA, attorney and insurance company actions to obtain the most cost-effective results; and reviews and authorizes and/or rejects all out-of-court settlements. Amounts incurred and paid for services provided to the Property totaled $11,967 in 2012 and 2011.

NOTE 4 - RENTAL INCOME

(a) The Company's primary source of rental income is derived from the rental of residential apartments under noncancelable operating leases which generally have an initial term of one year.

(continued)

NOTE 4 - RENTAL INCOME (Continued)

(b) The commercial space in the Property is rented to various tenants under noncancelable operating leases which have initial terms ranging from 3 to 10 years. The leases provide for fixed minimum base rentals, as well as additional annual rentals based on increases in defined operating expenses.

As of December 31, 2012, future minimum base rentals (excluding additional rents for escalations) required to be paid by the commercial tenants under the noncancelable portions of their leases are summarized as follows:

2013	$ 472,504
2014	477,398
2015	482,439
2016	487,631
2017	492,978
2018 and thereafter	1,075,663
	$3,488,613

NOTE 5 - CONTINGENCY

A class action was brought against the Property on behalf of certain tenants with respect to rent overcharges to units that were believed to be subject to high/income, high rent and vacancy decontrol ("Decontrol"). The New York State Court of Appeals ruled that Decontrol is not appropriate for developments that took advantage of J-51 tax abatements, despite memos and advisories issued by DHCR to the contrary. Even though management believes that it has a meritorious defense and has preserved its right to appeal, it is considering making a cost-benefit decision to engage in settlement discussions with the attorneys for the eligible tenants.

As of the date of the issuance of this report, in the opinion of management, under the worst case scenario, the settlement would not have a material adverse impact on the financial condition of the Property and/or its ownership. Accordingly, no adjustments have been made to the accompanying financial statements for the years ended December 31, 2012 and 2011.

RIGHTS OF EXISTING TENANTS

Each "Bona Fide Tenant" shall have the exclusive right for a period of 90 days from the Presentation Date of the Plan ("Exclusive Purchase Period") within which to purchase the Residential Unit such Purchaser occupied on the Filing Date of the Plan at the Purchase Price set forth in Schedule A, during which time the Bona Fide Tenant's Residential Unit shall not be shown to a third party unless the Bona Fide Tenant has, in writing, waived the right to purchase. In order to exercise this exclusive right to purchase, the Bona Fide Tenant must deliver an unaltered, signed Purchase Agreement and the required Deposit to Selling Agent during the Exclusive Purchase Period. Sponsor has agreed that during the Exclusive Purchase Period or any subsequent exclusive purchase period granted to Bona Fide Tenants, the purchase prices to be paid by Bona Fide Tenants will not be increased nor will Sponsor accept Purchase Agreements from non-occupant Purchasers for occupied Residential Units, unless the Bona Fide Tenant of such occupied Residential Unit has waived, in writing, such Bona Fide Tenant's right to purchase the Residential Unit.

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

The term "Bona Fide Tenant" shall not include (i) any tenant of any Non-Residential Unit and (ii) the estate or legal representative of a Bona Fide Tenant who was in occupancy of a Residential Unit on the Filing Date and who died on or after the Filing Date without having previously tendered a Purchase Agreement in compliance with the terms hereof.

The Building is currently receiving J-51 Benefits which commenced on July 1, 2007 and are expected to expire on June 30, 2018 ("J-51 Period").New York City Administrative Code Section 26-504 (c) provides that when a building has J-51 Benefits, if each lease and lease renewal for a Residential Unit includes a notice informing the tenant that the Residential Unit will be subject to deregulation upon the expiration of the J-51 Benefits and the approximate date on which the J-51 Benefits are scheduled to expire, the Residential Unit will be deregulated upon the expiration of the J-51 Benefits, unless the Residential Unit would have been subject to rent-stabilization in the absence of the receipt of J-51 Benefits. With respect to Residential Units that are rent-stabilized solely by reason of the receipt of J-51 Benefits, if no such notice is included in each lease and lease renewal, such Residential Unit will remain rent-stabilized and protected from deregulation under the High Rent Deregulation Provisions until the occurrence of the first vacancy of such Residential Unit after the J-51 Benefits are no longer being received. With respect to Residential Units that were rent-stabilized before the receipt of J-51 Benefits, it could be argued that if no such notice was included in each lease and lease renewal, protection from deregulation under the High Rent Deregulation Provisions will continue for such Residential Units until the occurrence of the first vacancy of such Residential Unit after the J-51 Benefits are no longer being received.

In October, 2009, the New York State Court of Appeals ruled in the case entitled Roberts v. Tishman Speyer Properties, L.P.,13 N.Y.3d 270;890 N.Y.S.2d 388 (2009) ("Roberts"), that during any period a building is receiving J-51 real estate tax benefits ("J-51 Benefits"), rent-stabilized tenants, whether they were rent-stabilized before the Building's receipt of J-51 Benefits, or became rent-stabilized as a result of the Building's receipt of J-51 Benefits, are not subject to deregulation under the high-rent deregulation provisions of the Rent Laws ("High Rent Deregulation Provisions"). Prospective Purchasers of occupied Unsold Units and tenants should consult with their attorneys to determine their rights and obligations under the leases and applicable rent laws, including, but not limited to, their respective rights and obligations regarding deregulation under the High Rent Deregulation Provisions.

In *REBIBO, et. al. v. Axton Owner LLC,* (Supreme Court of the State of New York, County of New York), Index No. 105995/2010, certain tenants in 2011 filed a putative Consolidated Class Action ("Consolidated Complaint") against Sponsor. The Consolidated Complaint alleges a violation of the Rent Stabilization Law for unlawfully charging market rents for luxury decontrolled units, while receiving J-51 Benefits. The Consolidated Complaint seeks unspecified damages, interest, attorneys' fee, costs and disbursements as well as declaratory relief. On January 18, 2012 the Court denied Sponsor's motion to dismiss the Consolidated Complaint. On October 11, 2012, the court granted Plaintiffs' renewed motion for class certification. The certified class includes all persons who are or were residential tenants in the Building and were charged, and/or continue to be charged, market-rate rents during the period in which Sponsor was participating in the J-51 Benefits program. On November 23, 2012, Sponsor filed a Notice of Appeal from the order granting Class Certification.

Although class action litigation is inherently unpredictable and subject to significant uncertainties, Sponsor believes this action is without merit and intends to vigorously defend the action. Nevertheless, the resolution of this litigation could result in payment by Sponsor to eligible members of the class. Sponsor presently believes that its ability to fulfill its obligations under the Offering Plan, including its obligations with respect to Non-Purchasing Tenants, will not be affected by the outcome of the litigation.

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

The following summary of rights of existing tenants is set forth in accordance with Section 352-eeee of New York State General Business Law ("GBL"), a copy of which is set forth in Part II of the Plan. Bona fide tenants in occupancy derive substantial protections under the GBL.

The term "Non-Purchasing Tenant" means a person who has not purchased a Residential Unit pursuant to the Plan and who is a tenant entitled to possession at the time the Plan is declared effective. A person who sublets a Residential Unit from "a Purchaser under the Plan" (as such term is defined in the GBL) shall not be deemed a Non-Purchasing Tenant.

(A) No eviction proceedings may be commenced at any time after the Effective Date against Non-Purchasing Tenants for failure to purchase; provided that such proceedings may be commenced for non-payment of rent, illegal use or occupancy of the premises, refusal of reasonable access to the owner, failure to maintain the premises as a primary residence, or any other breach of lease by the Non-Purchasing Tenant of his leasehold obligations to the owner of the Residential Unit; and provided further that an owner of a Residential Unit may not commence an action to recover possession from a Non-Purchasing Tenant on the grounds that such owner seeks the Residential Unit for the use and occupancy of such owner or such owner's family.

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

(C) The rents of Non-Purchasing Tenants who reside in Residential Units with respect to which government regulation as to rentals and continued occupancy is eliminated or becomes inapplicable after the Filing Date shall not be subject to unconscionable increases beyond rental amounts charged for comparable Residential Units during the period of their occupancy. In determining comparability, consideration will be given to such factors as location of the Building and of the Residential Unit within the Building, amenities and building services, level of maintenance and operating expenses. Non-Purchasing Tenants may be subject to rent increases as the result of major capital improvements ("MCI") made by Sponsor, the Condominium or Purchasers of Residential Units occupied by such Non-Purchasing Tenants. Under current Law, Sponsor is

not entitled to seek a MCI rent increase to the extent Sponsor has taken a credit against the Reserve Fund as the result of such MCI. (See the Section of the Plan entitled "Reserve Fund" for further details.)

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

(E) The rights granted under the Plan to Purchasers under the Plan (as such term is defined in the GBL) and to Non-Purchasing Tenants may not be abrogated or reduced notwithstanding any expiration of, or amendment to, the GBL.

(F) Building-wide services shall be managed on behalf of all Residential Units (including those occupied by Non-Purchasing Tenants) by the same Managing Agent who manages all other Residential Units in the Building. Such Managing Agent will provide to Non-Purchasing Tenants all services and facilities required by Law on a non-discriminatory basis.

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

(H) Any provision of a lease or other rental agreement which purports to waive a Non-Purchasing Tenant's rights under the GBL or Law promulgated pursuant to the GBL shall be void as contrary to public policy.

(I) Tenants or their representatives, upon reasonable advance notice, may inspect the Property physically at any time subsequent to the submission of the Plan to the Department of Law, during normal business hours upon written request made by them to Sponsor.

Subsequent to the First Closing under the Plan, for each original sale of a Residential Unit by Sponsor thereafter, a Non-Purchasing Tenant residing in such Residential Unit will be notified in writing by Sponsor of the name and address of the person or persons who purchased such Non-Purchasing Tenant's Residential Unit. Upon a resale of such Residential Unit, the seller and each subsequent seller will be obligated to notify the Non-Purchasing Tenant in writing within 10 days following the change in ownership of the name and address of the non-occupant Purchaser.

If prior to the First Closing, Sponsor amends the terms and conditions of this offering to be more favorable to Tenant-Purchasers, a Tenant-Purchaser who executed and submitted a Purchase Agreement and tendered the Deposit for the Residential Unit which the Tenant-Purchaser occupied on the Filing Date, before Sponsor amended the terms of the Plan shall benefit from the more favorable terms and conditions.

If a Bona Fide Tenant purchases a Residential Unit, then from and after the Closing of Title to such Residential Unit, such Tenant-Purchaser would no longer be subject to, nor have any rights afforded tenants in occupancy, under the GBL.

See the Section of the Plan entitled "Real Estate Tax Abatement Benefits" for a discussion of the applicability of the Rent Laws to leases of Residential Units by Sponsor during the J-51 Tax Abatement Period.

Non-Purchasing Tenants will have access to and the non-exclusive right to use, in common with other residents of the Building, any portion of the Residential Common Elements except for Terraces appurtenant to certain Residential Units, which are Residential Limited Common Elements for the exclusive use of the tenant or Unit Owner of such appurtenant Unit.

"Non-Purchasing Tenants shall have no rights with respect to their Residential Units except as same may specifically set forth above and in the GBL. Nothing contained herein shall be deemed to grant Non-Purchasing Tenants any additional rights of occupancy with respect to the Residential Units.

The rights of a Purchaser under the Purchase Agreement are not assignable or transferable. See the Section of the Plan entitled "Assignment of Purchase Agreements."

See the Section of the Plan entitled "Effective Date" for a discussion of Sponsor's obligation to periodically post the percentage of Purchase Agreements received by Selling Agent.

OBLIGATIONS OF PURCHASERS OF RESIDENTIAL UNITS OCCUPIED BY NON-PURCHASING TENANTS

A Person purchasing a Residential Unit occupied by another does so subject to (a) the existing lease for the Residential Unit, if any (and any renewal thereof pursuant to Law or effected prior to the date on which the Purchaser's Purchase Agreement is accepted), (b) the existing occupancy of the Residential Unit, and (c) rights of the tenant thereof, if any, under the Rent Laws and under the GBL, including the right to stay in possession of the Residential Unit pursuant to the GBL, as more fully discussed in the Section entitled "Rights of Existing Tenants."

No representations or statements of any kind as to the requirements of the Rent Laws are given, except as expressly set forth in the Plan, and a prospective Purchaser interested in purchasing an occupied Residential Unit in which such prospective Purchaser does not reside, or lease, is advised to consult with an attorney regarding the application and effect of the applicable Law in order to become fully apprised of such prospective Purchaser's rights as a Purchaser and such prospective Purchaser's obligations to any existing tenant or occupant.

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

If a non-occupant Purchaser acquires a Residential Unit occupied by another, then on the Closing Date of such Residential Unit, the non-occupant Purchaser will become the landlord of such tenant and the latter will become the non-occupant Purchaser's tenant. Such non-occupant Purchaser will be required under the Purchase Agreement to pay the Common Charges, Special Assessments, taxes and other charges against the Residential Unit to the Condominium Board or the City of New York, as the case may be, regardless of whether such Common Charges, Special Assessments, taxes and other charges are greater or less than the rent payable by the tenant or occupant, and regardless of whether or not the rent is received. In addition, such non-occupant Purchaser will be responsible for the performance of all obligations of the landlord under the lease with, or tenancy of, the tenant or occupant, including without limitation, the obligation to register the Residential Unit with the New York State Division of Housing and Community Renewal and to maintain, repair, and replace plumbing fixtures, refrigerator, range, any dishwasher, lighting fixtures, and other equipment (if any) in the Residential Unit and to paint the Residential Unit, as provided in the lease, the Rent Laws or other applicable Law. In addition, any litigation costs, fees and any dues related to the tenancy, are the sole responsibility of the Purchaser.

The Purchase Agreement for Residential Units occupied by Non-Purchasing Tenants contains a provision whereby each non-occupant Purchaser of a Residential Unit irrevocably appoints the then Managing Agent of the Building (which Managing Agent may be replaced by the Condominium Board if Sponsor no longer controls the Condominium Board) as his agent, coupled with an interest, to provide for the account and at the expense of the non-occupant Purchaser, all services and facilities required by Law on a non-discriminatory basis, to the Non-Purchasing Tenant who has a right to occupy the Residential Unit such non-occupant Purchaser is purchasing until such time as such right to occupy terminates. In addition, each

non-occupant Purchaser agrees: (a) to deposit with Managing Agent at the Closing of Title to the Residential Unit, a sum not less than the greater of 2 months' rent or 2 months' Residential Common Charges, to be used as working capital to furnish such services and facilities, and (b) upon written notice by Managing Agent (or the Condominium Board) that such deposit has been diminished, to replenish said fund within 30 days. The By-Laws provide that the failure of the Residential Unit Owner to replenish the fund in a timely fashion will result in the Condominium Board on behalf of all Residential Unit Owners, filing a lien against the Residential Unit for nonpayment of such charges. Sponsor shall guarantee the obligation of Managing Agent to provide such services and facilities until such time as Sponsor surrenders control of the Condominium Board. Each non-occupant Purchaser of a Residential Unit will be required to promptly defend, indemnify and hold Sponsor harmless for all costs expended by Sponsor on such non-occupant Purchaser's behalf. The foregoing obligations of a non-occupant Purchaser do not apply to Sponsor or an Owner of an Unsold Residential Unit.

Upon each resale of a Residential Unit occupied by another, the New Unit Owner shall notify the Non-Purchasing Tenant thereof in writing within 10 days following the change in ownership of the name and address of the new non-occupant Purchaser.

No representation is made or warranty given as to whether the Rent Laws will continue to apply to any Residential Unit in the Building or whether there will be any future amendments thereto.

A Person interested in purchasing a Residential Unit in which such Person does not reside is advised to examine the lease for such Residential Unit to ascertain the rental thereof, expiration date and obligations imposed on the landlord thereof. These leases are on file at the office of Selling Agent. It is further recommended that such person consult with an attorney in order to become fully apprised of the effect of the Rent Laws, as well as the lease for the Residential Unit, on such Person's rights as a non-occupant Purchaser and such Person's obligations to the existing tenant or occupant.

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

PROCEDURE TO PURCHASE

A prospective Purchaser desiring to purchase a Residential Unit will be required to execute a Purchase Agreement in quadruplicate (i.e., four (4) original complete copies), which will be in the form set forth in Part II of the Plan and may not be amended, revised or altered by the Purchaser in any way. Any conflict between the Plan and the Purchase Agreement will be resolved in favor of the Plan.

Sponsor must accept a Purchase Agreement from a Tenant-Purchaser, with respect to the Residential Unit such Tenant-Purchaser occupied on the Filing Date, who submits 4 original, complete and unaltered executed copies of the signed Purchase Agreement and Purchaser's unendorsed check (subject to collection) for the Deposit to Sponsor during the time within which the Tenant-Purchaser has the exclusive right to purchase the Residential Unit under the Plan. Such Tenant-Purchaser will receive a fully-executed counterpart of the Purchase Agreement from Sponsor.

Unless less than 3 business days remain in the statutory time period to declare the Plan effective, prospective Non-Tenant-Purchasers will be afforded not less than 3 business days to review the Plan and any and all amendments thereto prior to executing a Purchase Agreement. A prospective Non-Tenant-Purchaser may obtain the Plan upon payment of a $200 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 a Purchase Agreement subsequently accepted by Sponsor. If a Non-Tenant-Purchaser has not received the Plan at least 3 full business days prior to executing a Purchase Agreement, the Non-Tenant-Purchaser shall have the right to rescind the Purchase Agreement within 7 days from the date the Non-Tenant-Purchaser executes a Purchase Agreement and delivers a Deposit. The Purchase Agreement sets forth in detail the terms of sale with respect to each Residential Unit and should be read carefully by each prospective Purchaser.

Purchase Agreements from Non-Tenant-Purchasers or from Tenant-Purchasers after the expiration of the Exclusive Purchase Period with respect to Residential Units they do not occupy, will not be binding on Sponsor until approved and executed by it, and delivered by Sponsor to the prospective Purchaser. Sponsor reserves the right to request thorough identification and financial information (including credit reports to be paid for by Purchaser) concerning any such prospective Purchaser, subject to any limitations and requirements imposed by Law.

Sponsor will have 30 days after receipt of an executed Purchase Agreement and the Deposit required thereby, within which to accept or reject such Purchase Agreement. If a Purchase Agreement is not accepted by Sponsor within the 30 day period, the Purchase Agreement shall be deemed to have been rejected and cancelled and the Deposit 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) a Purchase Agreement for any Residential Unit, except as prohibited by Law, and (b) a Purchase Agreement(s) for more than one Residential Unit to any one Person.

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

At the time of execution of a Purchase Agreement, a Purchaser will be required to make a Deposit in an amount equal to 5% of the Purchase Price (with respect to Tenant-Purchasers) by Purchaser's unendorsed check, or 10% of the Purchase Price (with respect to Non-Tenant-Purchasers) by an official bank check, in all cases drawn on or issued by a bank or trust company which is a member of the New York Clearinghouse Association. All Deposits must be made payable to the direct order of "Starr Associates LLP, as escrow agent." All checks delivered in payment of the Deposit shall be accepted by Sponsor subject to collection, and if any such check is returned for insufficient funds or any other reason, Sponsor shall have the right, among other things, to deem such Purchase Agreement to be void ab initio and of no further force or effect.

All Deposits made pursuant to Purchase Agreements are subject to the requirements of 352-e(2-b) and 352-h of the General Business Law of the State of New York. Pursuant to this law, Sponsor will cause all Deposits 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 Balance of the Purchase Price shall be payable simultaneously with the delivery of the deed to the Residential Unit by official bank check drawn on or issued by a bank or trust company which is a member of The New York Clearinghouse Association or, at Sponsor's sole discretion, a wire transfer and shall be payable to the direct order of Sponsor, or otherwise if Sponsor should so notify Purchaser. Any wiring fees charged by the initiating and/or receiving bank shall be paid by Purchaser. FUNDS DRAWN ON OUT-OF-STATE OR FOREIGN BANKS WILL NOT BE ACCEPTED IN PAYMENT OF THE PURCHASE PRICE The deed will be substantially in the form set forth in Part II of the Plan. Interest, if any, on the Deposit will be credited or paid to Purchaser at Closing or released to Sponsor if the Purchaser defaults and the Plan is consummated.

Each Purchaser shall be obligated to enter into a power of attorney at the Closing of Title to the Residential Unit which grants broad powers to the Condominium Board to enter into agreements affecting the Common Elements and to bring tax certiorari proceedings on behalf of all Residential Unit Owners. The power of attorney also grants to Sponsor the right to amend the Condominium Documents. See the Power of Attorney set forth in Part II of the Plan for more details.

In the event a Purchaser commits a default of any of the obligations on Purchaser's part to perform under the Purchase Agreement, whether monetary or non-monetary, TIME BEING OF THE ESSENCE with regard to the obligations of Purchaser thereunder, Sponsor, in its sole discretion, may elect by notice to Purchaser to either: (i) cancel the Purchase Agreement and retain as liquidated damages the Deposit made by Purchaser, together with interest earned thereon, if any; (ii) bring an action for specific performance in a court of competent jurisdiction (except where the Purchaser is a Tenant-Purchaser who has entered into a Purchase Agreement to purchase the Residential Unit such Tenant-Purchaser occupied on the Filing Date of the Plan) in which event Purchaser may be compelled to complete the purchase of the Residential Unit; or (iii) exercise all other rights and remedies under the Purchase Agreement at law or equity. If Sponsor elects to cancel the Purchase Agreement, Purchaser shall have 30 days after Sponsor gives notice of cancellation to cure the specified default. If the default is not cured within 30 days after Sponsor gives notice of cancellation, TIME BEING OF THE ESSENCE, then the Purchase Agreement shall be deemed cancelled, and Sponsor shall have the right to retain, as and for liquidated damages, the entire Deposit and any interest earned on the Deposit, it being acknowledged and agreed by Sponsor and each Purchaser that it would be impractical and/or extremely difficult to establish or fix the actual damage sustained by Sponsor as a result of such a default, and that the Deposit (including all interest) shall constitute and be deemed to be the reasonable and agreed-upon liquidated damages of Sponsor and not a forfeiture or penalty. Upon the cancellation of the Purchase Agreement, Purchaser and Sponsor will be released and discharged of all further liability and obligations hereunder and under the Plan, and the Residential Unit may be sold to anyone else as though the Purchase Agreement had never been made, and without any obligation on the part of Sponsor to account to Purchaser for any of the proceeds of such sale. If Sponsor elects to seek specific performance (where the Purchaser is a Non-Tenant-Purchaser), then Purchaser shall have 30 days after Sponsor gives notice of its election to close title to the Residential Unit in accordance with the Purchase Agreement. Should Purchaser fail to close title to the Residential Unit within 30 days after Sponsor gives notice of its election, Sponsor may bring an action for specific performance in a court of competent jurisdiction seeking an order compelling Purchaser to complete the purchase of the Residential Unit and to recover from Purchaser all costs, expenses and all other lawful sums to which Sponsor is entitled under the Purchase Agreement (including, but not limited to, attorneys' fees, disbursements and costs of collection). Notwithstanding the foregoing, Sponsor shall not exercise its right to file an action for specific performance against a Tenant-Purchaser who purchases the Residential Unit that the Tenant-Purchaser occupied on the Filing Date of the Plan.

TIME IS OF THE ESSENCE as to all of Purchaser's obligations under the Agreement, including, without limitation, Purchaser's obligation to close title on the Closing Date and to pay, perform or observe all of Purchaser's other obligations under the Purchase Agreement and to cure any default within 30 days after Sponsor gives notice to Purchaser of the default. According to Black's Law Dictionary (Revised Fifth Edition), "time is of the essence of contract" means generally that punctual performance by one party at one precise time named or within a period specified in the contract is essential to enable the party to require performance by the other party. A Purchaser who defaults under the Purchase Agreement and fails to cure the default within the 30 day period may not be permitted additional time to cure the default.

After the amendment declaring the Plan effective has been accepted for filing, Sponsor will fix dates for closing title to all Residential Units for which Purchase Agreements have been executed by serving notice upon each Purchaser setting the Closing Date for the Residential Unit. Such notice will be served no less than 30 days prior to the date set for the Closing of the Residential Unit. Sponsor, in its sole discretion, may permit Purchaser to waive this 30 day notice provision.

If a Purchaser fails for any reason to close title to the Residential Unit on the originally scheduled Closing Date, as to which date time is of the essence, Purchaser will have a 30 day period within which to cure such default. The closing apportionments described in the Section of the Plan entitled "Closing Costs and Adjustments" will be made as of midnight of the day preceding the originally scheduled closing date, regardless of when the actual Closing of Title occurs ("Actual Closing Date") and Purchaser will be required to pay to Sponsor, as a reimbursement of Sponsor's higher carrying costs for the Residential Unit by virtue of the delay, and in addition to the other payments to be made to Sponsor under the Purchase Agreement and the Plan, an amount equal to 0.03% of the Purchase Price of the Residential Unit for each day starting from (and including) the originally scheduled Closing Date to (and including) the day before the Actual Closing Date.

If a Purchaser has entered into Purchase Agreements to purchase more than one Residential Unit, all such Residential Units must close simultaneously and a default by Purchaser in the payment or performance of any obligations under any of such Purchase Agreements, beyond any applicable grace periods, shall be deemed a default under the other Purchase Agreements. In the event of a default, Sponsor may, at its option, cancel such Purchase Agreements and retain, as liquidated damages, each of the Deposits made by such Purchaser, together with any interest earned thereon, if any, under such Purchase Agreements.

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 Purchase 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 Purchase Agreement or the Condominium Documents. Any such Foreign Government Purchaser shall designate and authorize a lawful agent to receive process for and on behalf of Foreign Government 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 Purchase Agreement or the Condominium Documents. Such Foreign Government Purchaser will be required at Closing 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 of the Residential Unit which will be in addition to the required contribution to the Working Capital Fund.

Prior to the Closing of Title to a Residential Unit, the Purchase Agreement prohibits a Purchaser from listing the Residential Unit for sale or rental with any broker or listing agent or advertising or otherwise offering, promoting, holding open houses or publicizing the availability of the Residential Unit for sale or lease, without Sponsor's prior written consent, which consent may be unreasonably withheld or delayed in Sponsor's sole and absolute discretion. Any such action by Purchaser in violation of the terms of the Plan shall be deemed a material default under the Purchase Agreement, and Sponsor may, at its option, cancel the

Purchase Agreement and retain, as liquidated damages, the Deposit made by the Purchaser, together with interest earned thereon.

Purchase Agreements delivered by Tenant-Purchasers during any Exclusive Purchase Period may only be modified to the extent negotiated without discriminatory inducement or to the extent such modification is the result of a duly filed amendment to the Plan.

If the Plan is withdrawn or abandoned, the Deposit previously paid to and actually collected by Sponsor together with any interest earned thereon, shall be returned to Purchaser 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.

Although a Purchaser may obtain financing from any lending institution or other source, Purchaser's obligation to purchase a Residential Unit pursuant to a Purchase Agreement is not contingent on Purchaser obtaining such financing. Neither Sponsor nor Selling Agent makes any representation as to the availability or terms of any mortgage financing. Prospective Purchasers may want to finalize their financing arrangements before signing a Purchase Agreement and should be aware that even if a loan commitment is obtained, its terms may be limited, and it could expire before the Closing Date.

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 a Purchaser is in possession or takes possession of such Residential Unit, in which event or at which time such risk shall be assumed by Purchaser), but without any obligation or liability by Sponsor to repair or restore any damage to 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 a Purchase Agreement, the cause of which originated outside the Unit and did not result from the acts or omissions of Purchaser or other occupants, guests, invitees, agents or workers, provided Sponsor elects, in its sole discretion, to repair or restore the Residential Unit, the Purchase 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 a Purchase 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 Residential 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 and Summary of By-Laws"), the Purchase Agreement shall be deemed canceled and of no further force or effect and Sponsor shall return the Deposit, together with any interest earned thereon, to Purchaser, whereupon Sponsor and Purchaser shall be released and discharged from all obligations and liability under the Purchase Agreement and the Plan; provided, however, if Purchaser is then in default under the Purchase Agreement (beyond any applicable grace period), Sponsor shall retain all such sums as and for liquidated damages. If the cause of such damage or casualty resulted from the acts or omissions of Purchaser or other occupants, guests, invitees, agents or workers of Purchaser, Purchaser shall assume the risk of loss and obligation to repair the damage, and Purchaser's failure to make such repair shall not excuse Purchaser from paying the Balance of the Purchase Price and accepting delivery of the deed.

Pursuant to the By-Laws, each Residential Unit Owner shall, at the Residential Unit Owner's own cost and expense, obtain and keep in full force and effect (a) comprehensive personal liability insurance against any and all claims for personal injury, death or property damage (including, but not limited to, loss due to water damage) occurring in, upon, or from the Residential Unit or any part thereof, with minimum combined single limits of liability of $300,000 for bodily injury or death arising out of any one occurrence including $300,000 for damage to property and (b) tenant's "all-risk" property insurance in respect of property damage occurring in, upon, or from the Residential Unit or any part thereof (including, but not limited to appropriate coverage for additions, alterations, improvements and betterments and loss due to water damage). The limits of liability set forth in (a) and (b) above may be increased by the Condominium Board from time to time. Evidence of such insurance must be provided by the Purchaser at the Closing of Title of each Residential Unit and thereafter, whenever requested by the Condominium Board or Managing Agent. For so long as Sponsor owns at least 1 Unsold Unit, any change or elimination of such requirement may only be made upon Sponsor's prior written consent.

Each Residential Unit and the fixtures and personal property contained therein, if any, are being sold and delivered to Tenant-Purchasers "AS IS," on the Filing Date, subject to Sponsor's obligations under the Rent Laws.

SPONSOR SHALL IN NO WAY BE OBLIGATED TO PERFORM ANY WORK TO THE PROPERTY, THE BUILDING, THE UNITS OR THE COMMENT ELEMENTS OTHER THAN AS REQUIRED BY THE TERMS OF THE PLAN AND THE DESCRIPTION OF PROPERTY AND BUILDING CONDITION SET FORTH IN PART II OF THE PLAN.

Each Purchaser of a Residential Unit shall be given a reasonable opportunity to examine the Residential Unit prior to the Closing of Title during normal business hours and in the company of Sponsor's representative, subject to the rights of any tenant or occupant of such Residential Unit, and is urged to make a careful inspection thereof.

On the Closing Date, all Purchasers of Units will be required to execute a Unit Power of Attorney, the form of which is set forth in Part II.

Under applicable Federal and local law, lead-based paint can no longer be used in the construction of a building. Under Federal Law, Sponsor must provide Purchasers with all available records and material pertaining to lead-based paint and/or lead-based hazards in the Building. Set forth as an Exhibit in Part II of the Plan is a HUD Lead Based Paint Free Certificate dated August 14, 2004 issued by Shaindel Environmental Consulting, Inc. Sponsor will comply with applicable Law concerning the use of lead-based paint. Set forth as an Exhibit in Part II of the Plan is a copy of the booklet issued by the United States Environmental Protection Agency, EPA 747-K-95-001, which details certain information regarding lead-based paint. In accordance with the terms of the rider annexed to the Purchase Agreement, Purchasers have the right to inspect their Residential Units for the presence of lead-based paint. See the Purchase Agreement set forth in Part II of the Plan for further details.

ASSIGNMENT OF PURCHASE AGREEMENTS

No Third-Party Assignment

Purchaser does not have the right to assign the Purchase Agreement without the prior written consent of Sponsor, which consent may be unreasonably withheld or delayed. 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 Purchase 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 Purchase Agreement, or for the addition, deletion or substitution of names on the Purchase Agreement, then Purchaser shall be required to pay to Starr Associates 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.

ESCROW AND TRUST FUND REQUIREMENTS

All deposits, down payments, advances and payments made by Purchasers prior to the Closing ("Deposits") 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 Purchase 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. 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 Purchase 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 Purchase 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 Purchase Agreement or otherwise enforcing Purchaser's obligations thereunder.

All Deposits made by Purchasers prior to the Closing of each individual transaction will be placed in a segregated special escrow account of Starr Associates LLP, the escrow agent ("Escrow Agent"), whose address is 245 Fifth Avenue, Suite 1102, New York, New York 10016 and whose telephone number is (212) 620-2680. The attorneys who are signatories on these accounts authorized to withdraw funds, acting singly, are: Allan Starr, Esq., Andrea L. Roschelle, Esq., Samantha Sheeber, Esq. and Jane Rosenberg, Esq. ("Authorized Signatories"). All Authorized Signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any Authorized Signatory is the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

Escrow Agent has established a master escrow account entitled "Starr Associates LLP, Escrow Account" ("Master Escrow Account") at Signature Bank located at 261 Madison Avenue, New York, New York 10016 ("Escrow Bank"). Escrow Bank is authorized to do business in the State of New York. Deposits properly made payable to "Starr Associates LLP, as Escrow Agent" will be placed in the Master Escrow Account within 5 business days after tender by Purchaser to Sponsor or Selling Agent. Any subsequent Deposit tendered by Purchaser after the Initial Deposit will be placed in the Master Escrow Account within 10 business days after tender by Purchaser to Sponsor or Selling Agent. Escrow Agent shall execute the Purchase Agreement Escrow Rider with respect to its obligations in this Section.

All Deposits will be placed initially in the non-interest bearing portion of the Master Escrow Account. Each Purchaser is required to deliver a completed and signed Form W-9 (Request for Taxpayer Identification Number) or a Form W-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 Deposit and the Purchase Agreement. If a Deposit is accompanied by a completed and signed Form W-9 or Form W-8, the Deposit 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 Deposit will remain in the non-interest bearing portion of the Master Escrow Account. At such time as the Deposit is released, the Deposit will be transferred from the individual sub-escrow account to the non-interest bearing portion of the Master Escrow Account so that checks may be drawn thereon. The Master Escrow Account is not an IOLA account.

All Deposits 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, until such time as Sponsor is entitled to the Deposit 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 10 business days after the tender of the Deposit. If Purchaser does not receive notice that the Deposit has been placed in the Master Escrow Account within 15 business days after tender of the Deposit, Purchaser may cancel the Purchase and rescind the Purchase Agreement so long as the right to rescind is exercised within 90 days after tender or crediting of the Deposit by notice delivered to Sponsor and 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, New York 10271. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit 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 Deposit (or in connection with any changes in the interest rate).

Escrow Agent shall maintain the Master Escrow Account under its direct supervision and control. A fiduciary relationship shall exist between Escrow Agent, and Purchaser, and as set forth in the Escrow Agreement Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to GBL §§ 352(e)(2-b) and 352(h).

Under current Law, the sub-accounts at the Escrow Bank are insured by the Federal Deposit Insurance Corporation ("FDIC") to a maximum of $250,000 per individual Deposit. The following are SPECIAL RISKS of this offer: (i) if a Purchaser makes a Deposit in excess of $250,000 such Deposit will not be FDIC insured in excess of $250,000; and (ii) while the Deposit is in the non-interest bearing portion of the Master Escrow Account, the Deposit may not be fully FDIC insured even if the Deposit does not exceed $250,000. No representation is made with respect to any further changes in Law which may increase or decrease such limit.

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

Acceptance of the Deposit by Sponsor or Selling Agent and the Deposit thereof by Escrow Agent into escrow shall not be deemed a binding agreement by Sponsor to sell to Purchaser unless and until Purchaser executes a Purchase Agreement and Sponsor or Selling Agent executes a duplicate thereof and delivers the Purchase Agreement to Purchaser in accordance with the terms of the Plan. All Deposits made by check are subject to collection.

If a Purchaser tenders a Deposit without an executed Purchase Agreement, Sponsor shall have the right to reject the Deposit and return it to Purchaser: (i) within 5 business days after tender, if the Deposit has not been deposited into escrow, and (ii) within 10 business days, if the Deposit has been deposited into escrow and the Purchase Agreement has not yet been delivered by Purchaser. In the event a Deposit 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 Purchase Agreement, or (ii) Purchaser is entitled to a return of the Deposit. 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. As of May 31, 2013, the interest rate for the Escrow Bank is .30%. 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 Deposit is cash or cash equivalent, or (y) 5 business days, if the Deposit is other than cash or cash equivalent, of the transfer of the Deposit from the checking account portion of the Master Escrow Account into the sub-escrow account portion of the Master Escrow Account, as determined by whether and when the Deposit clears.

All instruments shall be made payable directly to the order of "Starr Associates LLP, as escrow agent." Endorsed instruments will not be accepted.

If a check delivered by a Purchaser fails for collection, the Purchase Agreement will be deemed void ab initio (as if the Purchase 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 or its agents, including any selling agents, shall deliver to Escrow Agent all Deposits within two (2) business days of tender of the Deposit by a Purchaser, using such transmittal forms as required by Escrow Agent from time to time. Sponsor agrees that it shall not interfere with Escrow Agent's performance of its fiduciary and statutory obligations set forth in GBL §§ 352(e)(2-b) and 352(h) and the Department of Law's regulations promulgated thereto.

Under no circumstances shall Sponsor seek the release of the Deposits of a defaulting Purchaser until after consummation of the Plan (i.e., the Effective Date). Consummation of the Plan does not relieve Sponsor of its obligations pursuant to General Business Law Section 352-h.

Escrow Agent shall release the Deposits if so directed:

(i) pursuant to terms and conditions set forth in the Plan and Purchase Agreement upon closing of title to the Unit; or

(ii) in a subsequent writing signed by both Sponsor and Purchaser; or

(iii) by a final, non-appealable order or judgment of a court.

If the Deposits are not released pursuant to this paragraph and Escrow Agent receives a request by Sponsor or Purchaser to release the Deposits, Escrow Agent shall give both parties prior written notice of not fewer than 30 days before releasing the Deposits. If Escrow Agent has not received notice of objection to the release of the Deposits at the expiration of the 30 day period, the Deposits shall be released and Escrow Agent shall provide further written notice to both parties informing them of the release of the Deposits. If Escrow Agent receives a written notice from either party objecting to the release of the Deposits within the 30 day period set forth in the notice, Escrow Agent shall continue to hold the Deposits until otherwise directed pursuant to subsections (i) through (iii) of this paragraph. However, Escrow Agent shall also have the right at any time to deposit the Deposits with the clerk of a court in the county in which the Unit is located and shall give written notice to both parties of such deposit.

Sponsor will not object to the release of the Deposits to:

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

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

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

If Sponsor elects to change the Escrow Bank and/or Escrow Agent, such change will be disclosed in a duly filed amendment to the Plan prior to transferring any Deposits.

Set forth in Part II of the Plan is a copy of the form of escrow agreement between Sponsor and Escrow Agent which incorporates the terms of the Attorney General's regulations. Purchaser's execution of the Purchase Agreement shall be deemed to constitute Purchaser's acceptance of the terms of the escrow provisions set forth herein and the escrow agreement set forth in the Plan. Escrow Agent shall be a signatory to the Purchase Agreement solely with respect to Escrow Agent's obligations as set forth herein and the escrow agreement set forth in the Plan.

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

Escrow Agent may rely upon any document which may be submitted to it in connection with its duties under this Section and which is believed by Escrow Agent to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution or validity thereof.

Sponsor has agreed to indemnify Escrow Agent from all claims, losses, judgments, costs, expenses and damages, including those brought by third-parties, including purchasers, incurred in connection with or arising out of the escrow agreement or the performance or non-performance of Escrow Agent's duties under the Escrow Agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of the Escrow Agreement or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, professional fees, including attorneys' fees, court costs and disbursements, either paid to retain attorneys or representing the value of all legal services rendered by Escrow Agent to itself and any and all attorneys' and professional fees, court costs, expenses and disbursements incurred by Escrow Agent in connection with a bankruptcy case filed by Sponsor for protection under the United States Bankruptcy Code, the enforcement of any rights, or defense of any claims against Escrow Agent in any bankruptcy proceeding, or any other matter arising in or in connection with Sponsor's bankruptcy case.

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

Escrow Agent and all Authorized Signatories submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of their obligations with respect to this Section or otherwise concerning the maintenance of or release of the Deposits from escrow.

Escrow Agent will maintain all records concerning the Master Escrow Account for 7 years after the release of Deposits.

EFFECTIVE DATE

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

(a) The Plan may not be declared effective until Purchase Agreements have been executed and delivered for at least 15% of all dwelling Residential Units in the Building, by Bona Fide Tenants in occupancy or Bona Fide Purchasers who represent that they intend that they or one or more Family Members will occupy the Residential Unit upon purchase or when it becomes vacant. As to tenants who were in occupancy on the Filing Date of the Plan, the Purchase Agreement must be executed and delivered pursuant to an offering made without discriminatory re-purchase agreements or other discriminatory inducements.

(b) After the conditions in the foregoing paragraph one have been met, Sponsor may, at its option, declare the Plan effective.

(c) When Purchase Agreements have been executed and delivered for the sale of 80% of all Residential Units in the Building, and all the conditions referred to in the foregoing paragraph one have been met, Sponsor must declare the Plan effective.

The Plan will not be declared effective based on Purchase Agreements: (i) signed by Purchasers who have been granted a right of rescission that has not yet expired or been waived; or (ii) assigned or transferred in violation of the Plan; or (iii) signed by Purchasers who have not been afforded at least 3 business days to review the Plan and all filed amendments prior to executing a Purchase Agreement or at least 7 days to rescind; or (iv) 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, Selling Agent, Managing Agent or a principal of either (except that such a Purchaser other than Sponsor or a principal thereof may be counted only if Sponsor has submitted proof satisfactory to the Department of Law establishing that Purchaser is either a Bona Fide Tenant in occupancy or a Bona Fide Purchaser).

When calculating the 15% requirement: (i) no more than one Purchase Agreement by an outside Purchaser or by a tenant or tenants of a particular Residential Unit will be counted; and (ii) only one Purchase Agreement from any tenant who leases or occupies more than one Residential Unit will be counted.

The Plan will be declared effective either by: (a) an amendment to the Plan or (b) by personal service of notice on every tenant and Purchaser or by commencement of service by mail of notice stating that the Plan is declared effective and submitting an amendment within 5 business days following such notice confirming that the Plan was declared effective as of the date of such notice. Upon acceptance for filing, the amendment will be delivered to all Purchasers and tenants. The First Closing shall not be fixed until the Plan is declared effective and the effectiveness amendment is accepted for filing by the Department of Law.

In connection with the Plan being declared effective, a Bona Fide Tenant Purchaser and a Bona Fide Non-Tenant Purchaser, as applicable, may be contacted by the New York State Department of Law ("DOL") and be required to complete and return to the DOL a Tenant Questionnaire or Non-Tenant Questionnaire, as the case may be, to be distributed by the DOL directly to the Bona Fide Tenant Purchaser and a Bona Fide Non-Tenant Purchaser or their attorneys. A Bona Fide Tenant-Purchaser and a Bona Fide Non-Tenant Purchaser may also be required to submit to the DOL additional information concerning the intended occupancy of the Residential Unit which is the subject of their Purchase Agreement and otherwise cooperate with the DOL's inquiry into the intended occupancy of the Residential Unit. A Bona Fide Tenant-Purchaser or Bona Fide Non-Tenant Purchaser who fails to (i) complete and return to the DOL the Tenant Questionnaire or Non-Tenant Questionnaire, as and when required; (ii) deliver any and all additional

information the DOL may require; and (iii) otherwise cooperate in any inquiry the DOL may initiate, will be deemed to have defaulted under the Purchase Agreement. Bona Fide Tenant-Purchasers and Bona Fide Non-Tenant Purchasers are advised that a default of these obligations shall entitle Sponsor to all rights and remedies, including, without limitation, the right to retain, as and for liquidated damages, the entire Deposit and any interest earned on the Deposit, as set forth below, or, in the alternative, the right to commence an action for specific performance, in which case the Bona Fide Tenant-Purchaser or Bona Fide Non-Tenant Purchaser may be compelled by a court of law to fulfill all obligations concerning the Tenant Questionnaire or Non-Tenant Questionnaire, as applicable. Sample copies of the DOL's current form of Tenant Questionnaire and Non-Tenant Questionnaire are annexed to the Purchase Agreement in Schedule E.

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

If the Plan has not become effective within 15 months from the Filing Date, it will be deemed abandoned, void and of no effect and all monies will be returned to Purchasers not in default under their respective Purchase Agreements, with interest if earned, within 30 days thereafter. Upon the return of the Deposit, the Purchase Agreement will be null and void and Sponsor will have no further obligation or liability to such Purchaser under the Plan or the Purchase Agreement. Sponsor will promptly file an amendment together with Form RS-3 with the Department of Law. In the event of abandonment, no new offering plan for the conversion of the Building shall be submitted to the Department of Law for at least 12 months after such abandonment.

Prior to the Plan becoming effective, Sponsor may, at its option, declare the Plan abandoned for any reason whatsoever. If the Plan is abandoned, then Sponsor shall file an amendment with the Department of Law abandoning the Plan together with a Form RS-3. If Sponsor has accepted Purchase Agreements, all Deposits, together with any interest earned thereon, will be returned to Purchasers within 30 days after the Filing Date of the amendment abandoning the Plan. Upon the return of the Deposits, as aforesaid, the Purchase Agreement will be null and void and Sponsor will have no further obligation or liability to Purchaser under the Plan or the Purchase Agreement. Once the Plan has been declared effective, it may not be abandoned for any reason other than (i) a defect in title (unknown to Sponsor on the Filing Date of the Plan) which cannot be cured without litigation or cannot be cured for less than 0.5% in the aggregate of the Total Purchase Price to Tenant-Purchasers; or (ii) substantial damage to or destruction of the Building by fire or other casualty which cannot be repaired cured for less than 0.5% in the aggregate of the Total Purchase Price to Tenant-Purchasers; or (iii) the taking of any material portion of the Property by condemnation, or eminent domain. There will be no obligation on the part of Sponsor to incur expenses (except to the extent of up to an aggregate of 0.5% of the Total Purchase Price to Tenant-Purchasers in case of defects in title, casualty losses and violations as aforesaid) or engage in litigation to cure the same. Excluded from the dollar amounts set forth in (i), (ii), or (iii) above are attorneys' fees or any such title defects, violations, work orders, or determinations of any authority or regulatory association which exist on the Filing Date and either are known to Sponsor or are a matter of public record.

Sponsor will on the 30th, 60th, 88th and 90th day after the Presentation Date of the Plan and at least once every 30 days until the Plan is declared effective or abandoned and on the 2nd day before the expiration date and on the expiration date of any exclusive purchase period provided in an amendment to the Plan, (i) file with the Department of Law, Real Estate Finance Bureau, 23rd Floor, 120 Broadway, New York, New York 10271, a written statement, under oath, setting forth the percentage of Residential Units in the Building which are the subject of Purchase Agreements executed by Bona Fide Tenants in occupancy on the Filing Date or Bona Fide Purchasers who represent that they intend that they or one or more specified Family Members occupy the Residential Unit when it becomes vacant as of the date of such statement and as of a specified time and, (ii) before noon on the day such statement is filed, post a copy of such statement in a prominent place accessible to all tenants in the Building. The percentage shall be computed in the same manner as Sponsor shall compute the minimum percentage needed to declare the Plan effective. The statement which is posted in the Building and filed with the Department of Law shall include the following: the date and time of the statement, the Filing Date of the Plan, the Presentation Date of the Plan and of the

current amendment, the last day of any exclusive purchase period, the number of Bona Fide Tenants in occupancy and Bona Fide Purchasers who have executed Purchase Agreements, the number of Residential Units counted in the base and the percentage of Purchasers. Copies of all filed and posted written statements will be available for inspection at the office of Selling Agent and at the Department of Law. All filed and posted written statements shall remain posted until the next filed and written statement is posted.

After an amendment declaring the Plan effective has been accepted for filing, Sponsor will fix dates for the Closing of Title to all Residential Units as to which Purchase Agreements are outstanding, in accordance with the provisions of the respective Purchase Agreements. See the Section of the Plan entitled "Terms of Sale" for a discussion of the mechanics of Closing of Title to a Residential Unit.

TERMS OF SALE

The term "Closing" refers to the conveyance of title to a Residential Unit from Sponsor to Purchaser by the delivery to Purchaser of a deed upon payment by Purchaser to Sponsor of the Balance of the Purchase Price for such Residential Unit. The Closing to each Residential Unit shall be held at the offices of Sponsor's attorneys, Starr Associates LLP, 245 Fifth Avenue, Suite 1102, New York, New York 10016 or at such other place as Sponsor may designate.

Purchasers are required to close title upon the occurrence of 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;

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

(c) the release of the Residential Unit and its appurtenant interest in the Common Elements from the lien of all mortgages, if any;

(d) the delivery to Purchaser of written notice of the time and place of the Closing to the Residential Unit at least 30 days prior to the Closing Date specified therein;

(e) the installation by Sponsor of a smoke and carbon monoxide detector in the Residential Unit if not currently installed.

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) and (c) above.

At the closing of title to each Residential Unit, each Purchaser shall execute and deliver:

(a) a bargain and sale deed with covenants against grantor's acts, substantially in the form set forth in Part II of the Plan, conveying title to the Residential Unit and its appurtenant Common Interest, free and clear of all liens, encumbrances and other title exceptions other than the Permitted Encumbrances (set forth as Exhibit A to the Purchase Agreement);

(b) a Unit Power of Attorney substantially in the form of which is set forth in Part II of the Plan;

(c) a notice to Managing Agent indicating whether a child under the age of eleven (11) will be living or residing (even temporarily) in the Residential Unit or if the Purchaser wants to have window guards installed on the windows of the Residential Unit even though no child under the age of eleven (11) will be living in the Residential Unit. In the event that window 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 guards and installation and any additional equipment required by Law) shall be charged to and paid by the Purchaser of the Residential Unit.

(d) the New York City Real Property Transfer Tax Return and the State Transfer Tax Return (along with applicable payments) and such other forms as may be required or requested.

(e) if the Purchaser of the Residential Unit so requests, the issuance of a title insurance policy or certificate committing to insure fee title to the Residential Unit in the Purchaser subject only to the encumbrances set forth in Exhibit A annexed to the form of Purchase Agreement (set forth in Part II of the Plan) which policy or certificate will also insure that a valid condominium has been created pursuant to the Condominium Act. The form of Residential Unit Owner's Specimen

Title Policy, if title insurance is ordered from the Title Company, is set forth in Part II of the Plan. For an estimate of the cost to the Purchaser of obtaining such title insurance, see the Section of the Plan entitled "Closing Costs and Adjustments;"

(f) 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);

(g) the execution and delivery by Tenant-Purchaser of a lease surrender agreement which terminates such Tenant-Purchaser's lease for the Residential Unit.

(h) the delivery by Purchaser of evidence of insurance as set forth in the By-laws and in the Section of the Plan entitled "Rights and Obligations of Unit Owners and the Condominium Board" subsection "Insurance."

All personal property located within the Residential Unit on the date the Purchase Agreement is signed or located within the Common Elements on the date the Declaration is filed that is owned by Sponsor is included in the conveyance unless specifically excepted in the Plan. Any personal property owned or installed by or on behalf of Sponsor or Selling Agent in the Common Elements for purposes of selling, leasing, promoting, or managing the Units or other properties owned by Sponsor or principals thereof is hereby specifically excepted from the conveyance.

The Residential Units are being sold to the Tenant-Purchasers "as is" in the condition in which they exist on the Filing Date of the Plan, subject to ordinary wear and tear and to Sponsor's obligations to maintain the Building until the First Closing and to make repairs, improvements or decorations as may be otherwise set forth in the Plan, and to Non-Tenant-Purchasers "as is" in the condition in which they exist on the Closing Date of such Units. Sponsor will maintain the Building and the Common Elements until the First Closing, subject to ordinary wear and tear. Sponsor's obligation to make repairs in any Residential Unit shall cease upon the Closing of Title of such Residential Unit, except for repairs which Sponsor was obligated to make prior to the Closing of Title. Each Purchaser will be given a reasonable opportunity to examine the Residential Unit prior to Closing, subject to the rights of any tenant or occupant of such Residential Unit.

At Closing, the Residential Unit will contain only those appliances, countertops, cabinets, sinks, air conditioning units (if any), hardware and other fixtures, equipment and appliances currently installed therein that are owned by Sponsor. The Residential Unit is being sold unfurnished regardless of whether the existing lease or rental arrangement for the Residential Unit provides that the Residential Unit is rented in a furnished condition. Any appliances, air conditioning units, furnishings, equipment, fixtures and other personal property owned by any tenant of the Residential Unit are not included in the sale.

If prior to the First Closing, Sponsor amends the terms and conditions of this offering to be more favorable to Tenant-Purchasers, a Tenant-Purchaser who executed and submitted a Purchase Agreement and tendered the Deposit for the Unit which the Tenant-Purchaser occupied on the Filing Date, before Sponsor amended the terms of the Plan, shall benefit from the more favorable terms and conditions.

If the Purchaser is or becomes the tenant or occupant of the Residential Unit before the Closing of Title thereto and, before such closing, the Residential Unit is damaged by casualty or otherwise, such Purchaser shall assume the risk of loss and the obligation to repair the damage, unless the cause thereof originated outside of the Residential Unit and/or did not result from the acts of such Purchaser or other occupants of the Residential Unit or such Purchaser's guests, invitees, or workmen. Except as set forth in the preceding sentence, all other risk of loss or damage prior to Closing is assumed by Sponsor, but Sponsor shall have no obligation or liability to repair the same. If Sponsor or (in the event the Declaration is filed) the Condominium Board does not elect to repair the damage, the Purchase Agreement will be canceled and be of no further force or effect, unless the Purchaser agrees to accept such Residential Unit without such repair (in

which case Purchaser shall not receive a credit toward, or an abatement in, the Purchase Price). Thereafter, the Deposit will be refunded to Purchaser unless Purchaser is then in default (beyond the applicable grace period, if any), in which event the Deposit will be retained by Sponsor as and for liquidated damages. If Sponsor elects to repair the damage, the Purchase Agreement shall continue in full force and effect, the Purchaser shall not have the right to reject title to the Residential Unit or to receive a credit against, or abatement in, the Purchase Price, and Sponsor shall be entitled to a reasonable period of time to complete such repair. A Purchaser electing to proceed with the purchase of a Residential Unit (rather than rescind such Purchase agreement within 15 days of notice) will not be entitled to any credit against, or abatement of, the Purchase Price set forth in the Purchase Agreement and will have no claim or right of action against Sponsor by reason thereof.

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 Residential 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 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, except to incur expenses up to an aggregate amount of 0.5% of the total Purchase Price to Tenant-Purchasers in respect of the Building and of all Residential Units.

If existing mortgages will not be satisfied at or prior to the closing of the first unit, then at the time of conveyance of the first unit, each mortgagee will either:

(i) consent to the formation of a condominium and acknowledge that its lien will be limited to unsold condominium units;

(ii) subordinate the lien of its mortgage to the declaration of condominium; or

(iii) release its lien on the condominium unit being conveyed.

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

From and after the Closing of Title to a Residential Unit, a Purchaser will thereupon become obligated for the payment of Common Charges, Special Assessments, taxes and other charges against the Residential Unit to the Condominium or the City of New York, as the case may be, and all other expenses (whether or not such Purchaser has taken possession of the Residential Unit, whether or not all work required to be performed by Sponsor or anyone else in or to the Residential Unit or the Building has been completed and whether or not the tenant in possession, if there be one, pays the rent required to be paid by such tenant).

The existing lease of a Tenant-Purchaser who has purchased the Residential Unit such Tenant-Purchaser occupies will be terminated through execution of a Lease Surrender Agreement as of the Closing of Title, and, as of the Closing, the Tenant-Purchaser will not have any rights afforded by nor be subject to, the Rent Laws or the GBL.

CLOSING COSTS AND ADJUSTMENTS

Closing Costs

As more particularly set forth in the Purchase 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 Ancillary Amenities are deemed personal property and accordingly, are not mortgageable, insurable for title insurance purposes, or otherwise subject to the imposition of transfer taxes detailed in this Section. In the event that transfer taxes are imposed on the sale of the Ancillary Amenities, 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 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 assessed against the Residential Unit 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. **Purchasers are free to use a title company of their choice without any penalty.** Purchasers are advised that because the Building will contain 10 or more Units the premium will be calculated at a discounted rate of 70% of the standard fee policy rates. Royal Abstract, having an office at 500 Fifth Avenue, New York, New York 10110; telephone: (212) 376-0900; facsimile: (212) 376-0911; ("Title Company"), has provided Sponsor with the standard fee policy rates as set forth below:

FEE RATE SCHEDULE FOR INSURANCE UP TO AND INCLUDING $1,000,000

AMOUNT OF INSURANCE	PREMIUM
First $35,000 or less	$342.00
From $35,001 to $50,000	$5.67 per Thousand
From $50,001 to $100,000	$4.62 per Thousand
From $100,001 to $500,000	$3.71 per Thousand
From $500,001 to $1,000,000	$3.38 per Thousand

FEE RATE SCHEDULE FOR INSURANCE OVER $1,000,000

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 $1,000,001 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 21% 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 and 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 Purchase 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 Starr Associates LLP, in accordance with the following schedule, all of which fees will be cumulative to the extent applicable to any individual closing:

(1) $2,000 for the preparation of closing documents, calculation of adjustments, attendance at Closing at the offices of Starr Associates 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 Starr Associates 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 $750 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 Purchase Agreement, or for the addition, deletion or substitution of names on the Purchase 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 <u>each</u> 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, Starr Associates 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 336-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 of the Residential Unit.

All legal costs, fees and expenses of Starr Associates 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 $800,000 and a mortgage of $600,000 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 $800,000 of owner's insurance	(70% first condo bulk sale rate)	$2,208.00
Mortgage Insurance Premium for $600,000 of lender's insurance	(21% first condo bulk sale simultaneous rate)	$513.00
NYC RPT Tax	NOTE: transfer taxes are based upon bulked-up consideration of $814,600. The NYC RPT rate is 1.425%.	$11,608.05
NYS Mansion Tax	1% of bulked-up consideration	$ N/A
NYS Transfer Tax	The tax rate is $2 for every $500 of consideration or fraction thereof.	$3,260.00
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 in the amount of $1,500.00.	$11,520.00
Departmental, Real Estate Tax and Bankruptcy Searches	Title searches	$320.00
Estimated Recording and other Fees and Sales Tax	Recordings, sales tax, miscellaneous fees	$1,200.00
Estimated Lender's Title Endorsements	3 title endorsements	$100.00
Closing fees to Starr Associates LLP	Basic closing fee and ACRIS document preparation fee	$2,250.00
Working Capital Contribution	2 months' Common Charges	See Schedule A
Total Estimated Closing Costs	(excluding Working Capital Contribution)	$32,979..05

This example does not include the following costs or fees, to the extent applicable: Purchaser's financing costs, legal fees of Purchaser's attorney, closing fees payable to Starr Associates LLP as set forth in paragraph (g) above, recording additional documents, penalty for late closing or adjustments with Sponsor (including mortgage recording tax reimbursement), cost of insurance as required by the Condominium Board, 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 and lender'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.

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 rent 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 Purchase Agreement and the Plan, an amount equal to 0.03% of the Purchase Price for each day starting from (and including) the 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 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 as a result of the implementation of real estate tax benefits, 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 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 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's Obligations with Respect to the Creation of the Condominium

Sponsor will bear all costs and expenses to be incurred in connection with the creation of the Condominium and the preparation, filing and distribution of the Plan. In addition, Sponsor will pay all selling expenses and brokerage commissions of Selling Agent or other broker engaged by Sponsor. In the event that there are title encumbrances (other than Permitted Encumbrances and mortgages) affecting the Property at the time of the First Closing, Sponsor shall cause such encumbrances to be cured, remedied and removed, at its sole cost and expense, by the First Closing or within a reasonable time thereafter, except that Sponsor shall have no obligation to cure, remedy, or remove any such encumbrances if the same cannot be accomplished at an aggregate cost of up to 0.5% of the Total Purchase Price of Residential Units to Tenant-Purchasers. The existence of any such encumbrances will not constitute an objection to title nor excuse any Purchaser from completing payment of the balance due under the Purchase Agreement (without provision for escrow), provided that Sponsor furnishes adequate proof to the Title Company that such encumbrance has been remedied or deposits a reasonable sum to secure Sponsor's obligation to cure and remedy such encumbrance subsequent to the First Closing as determined by the Title Company. At Sponsor's request, the sums so deposited shall be applied towards payment of the cost of curing or remedying the title defect. If the aggregate cost and expense of curing, remedying and removing all such encumbrances exceeds 0.5% of the Total Purchase Price of Residential Units to Tenant-Purchasers and Sponsor elects not to affect the same, Sponsor shall abandon and withdraw the Plan in accordance with the terms of the Section entitled "Effective Date."

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

Sponsor has entered in a mortgage loan ("Mortgage Loan") with Cornerstone Enhanced Mortgage Fund I REIT LLC ("Mortgagee") which is secured by the Property. Pursuant to the terms of Mortgage Loan, Sponsor meet certain minimum release prices prior to Mortgagee's release of the lien of the Mortgage Loan from the Residential Unit.

Sponsor's Undertaking with Respect to Asbestos

In accordance with the provisions of 13 NYCRR 23.7(cc), Sponsor has engaged a qualified firm to perform such tests as are necessary to determine whether asbestos containing material ("ACM") is present in insulating or fireproofing material anywhere in the Building. Such firm has prepared a report on ACM in the Building ("Asbestos Report"). A copy of the Asbestos Report is set forth in Part II of the Plan. Sponsor's obligations under the Plan do not include an obligation to remove any asbestos identified in the Asbestos Report and Sponsor does not intend to perform any such remedial work.

Sponsor's Redevelopment Work

Sponsor is currently utilizing the existing Excess Development Rights appurtenant to the Property in connection with Sponsor's redevelopment of portions of the Property described in this subsection ("Sponsor's Redevelopment Work"). Sponsor's Redevelopment Work consists of the following: (i) expansion of the base of the Building to the Property line, which will add approximately 9,000 square feet of ground floor retail space and approximately 11,000 square feet of second floor office space

(which Sponsor intends to lease for community facility use, such as medical or educational use); (ii) relocation of the Residential entrance and Residential lobby of the Building to West 95th Street; and (iii) construction of a fitness center, children's playroom and community room on the second floor, which will open onto a landscaped roof deck and playground, and which amenities shall be for the exclusive use of residents of the Condominium.

Sponsor's Undertaking with Respect to Certain Improvements and Replacements to the Common Elements

In addition to Sponsor's Redevelopment Work (which will include, among other work, construction of a new fitness center, children's playroom, community room second floor outdoor landscaped roof deck and playground, new residential lobby and new mailboxes), Sponsor may cause to be performed and pay the cost of a program of physical improvement and capital replacement to the Common Elements in connection with the preparation of the Building for its new status as a condominium, which improvements and replacements are anticipated to be completed within approximately 12 months of the First Closing. The cost of the improvements and replacements to the Common Elements set forth below will be applied (to the extent permissible under the Reserve Fund Law) in reduction of Sponsor's required contribution to the Reserve Fund and otherwise performed in compliance with the provisions of the Reserve Fund Law.

The following capital improvements and capital replacements to the Common Elements may be performed:

(a) Boiler conversion (present estimated cost $500,000).

(b) Replacement of all balcony railings (present estimated cost $216,000).

The following cosmetic improvements to the Common Elements may be performed:

(a) New elevator cabs (refinishing).

(b) Façade repairs and balcony slab repair/replacement.

(c) Redecoration of residential hallways.

Sponsor reserves the right to apply for a major capital improvement ("MCI") rent increase for the work described above to the extent that such work qualifies for a MCI rent increase and for which a simultaneous credit against the Reserve Fund has not been taken as set forth above.

Sales Center/Model Unit

In no event shall the presence of any FFE in the Sales Center or 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 any sales center or any 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 any sales center or any 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.

In no event shall the presence of any FFE in any portion of the Building set forth in any marketing materials and/or advertisements, including, websites for the Condominium used in connection with the sales and marketing of the Units imply or represent that any such FFE will be located within any portion of the Building. The presence of FFE in such marketing materials is for illustrative purposes only.

Real Property Law Section 339-kk

RPL §339-kk provides, by its terms, among other things, that with respect to Residential Units of a Condominium owned by Sponsor or by any other non-occupant Residential Unit Owner and occupied by a tenant:

(a) If payment of Common Charges, assessments or late fees by any non-occupant Residential Unit Owner is more than 60 days late beyond the expiration of any grace period within which they are due, payments from a tenant of such Residential Unit may become payable directly to the Condominium upon written notice from the Condominium Board to the tenant and the non-occupant Residential Unit Owner. Where a majority of the Condominium Board has been elected by Residential Unit Owners who are in occupancy of their respective Residential Units, the Condominium Board may elect not to require that the rental payments be made payable to the Condominium. Once the Common Charges, assessments and late fees of the non-occupant Residential Unit Owner have been brought current, the Condominium Board must notify the non-occupant Residential Unit Owner and tenant within 3 business days and thereafter the payments from the tenant of such Residential Unit will be payable to the non-occupant Residential Unit Owner or a designated agent.

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

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

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

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

Prospective Purchasers should review RPL §339-kk, a copy of which is set forth in Part II of the Plan to determine its effect on their own situation.

General

Except for Sponsor's obligations to pay Common Charges and to perform other duties as a Residential Unit Owner with respect to any Unsold Residential Units (for so long as Sponsor owns same) and any other obligations set forth in the Plan to be performed on the part of Sponsor, the foregoing sets forth the entire extent of the obligations of Sponsor hereunder and no other obligations shall be implied, except that nothing contained herein shall be deemed to limit the rights of Purchasers under their respective Purchase Agreements. Sponsor agrees to pay all Common Charges, Special Assessments and real estate taxes with respect to the Unsold Residential Units. Sponsor represents that it has the financial resources to meet its obligations with respect to the Unsold Residential Units. Sponsor intends to meet its obligations to the Condominium through net proceeds from the sale of Residential Units, rental income from Non-Purchasing Tenants, and from additional funds which may be raised or provided by Sponsor. Sponsor makes no representations or warranties other than as set forth in the Plan. The obligations of Sponsor under the Plan and Article 23-A of the General Business Law shall survive the delivery of the deeds to the respective Residential Units. Sponsor shall not be liable for, or obligated to defend, any suits or claims with respect to any Residential Unit arising out of any occurrence taking place on or after the date of the Closing of Title to

such Residential Unit or the leasing thereof to any Purchaser or, with respect to the Common Elements, arising out of any occurrence taking place on or after the date of the First Closing, except suits or claims arising out of the acts of Sponsor or the representations made by Sponsor in the Plan.

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

Sponsor will initially procure on behalf of the Condominium, the insurance relating to the Condominium which is required to be maintained by the Condominium Board in accordance with the provisions of the By-Laws (see the Section of the Plan entitled "Rights and Obligations of Unit Owners and the Condominium Board") the cost of which insurance has been reflected in Schedule B. For so long as Sponsor owns at least 1 Unsold 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.

Please refer to the Section of the Plan entitled "Terms of Sale" for a discussion of Sponsor's obligations to repair damage from a casualty or other causes prior to the Closing of Title to a Residential Unit.

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

Sponsor may dissolve or liquidate at any time. In the event of such an occurrence or the transfer of 10 or more Residential Units or 20% of the Residential Units in the Condominium, whichever is less, the principals of Sponsor will provide financially responsible entities or individuals who will assume the status and all of the obligations of Sponsor for those Residential Units under the Plan, applicable Law or regulations and in the event of dissolution or liquidation, the principals of Sponsor shall guarantee the performance of such obligations.

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

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

Sponsor's Option to Continued Leasing of Residential Units

In accordance with the terms of the Plan, Sponsor has the right, following the expiration of the Exclusive Purchase Period, to sell occupied Residential Units to one or more non-occupant Purchasers for investment or resale or lease occupied Units to others or retain vacant Residential Units for future sale or lease. Sponsor's right to lease rather than sell Residential Units once they become vacant is unconditional and exercisable in Sponsor's sole discretion. Accordingly, it is possible that a significant proportion of Residential Unit Owners will not be residents of the Building and that a significant portion of tenants may not be Residential Unit Owners. In addition, Sponsor and its designees may lease Unsold Residential Units for any term permitted by Law. Any such sales are subject to the rights, if any, of Non-Purchasing Tenants, to purchase their Residential Units during a subsequent exclusive purchase period which occurs prior to the Effective Date. Purchase Agreements are not contingent upon the ability of the Purchaser to obtain financing for such purchase.

Therefore, because Sponsor is not limiting the conditions under which it will lease rather than sell Residential Units, Sponsor makes no commitment to sell more than the 15% necessary to declare the Plan

effective. Accordingly, owner-occupants may never gain effective control and management of the Condominium and may have difficulty in financing or reselling their Residential Units. The By-Laws do not include a provision that after the expiration of the Initial Control Period a majority of the Condominium Board must be owner-occupants or members of an owner-occupant's household who are unrelated to Sponsor and its principals.

Purchasers should be aware that they potentially may be living with non-purchasing occupants in many of the Residential Units for an indefinite period, depending upon market conditions. In Sponsor's sole discretion, non-purchasing occupants (other than Non-Purchasing Tenants whose rights are governed by Law) may receive the same building services and use the Building's amenities as owner-occupants, however, they have no investment in their Residential Units and, therefore, may not share the same economic interests as owner-occupants in the maintenance and care of the Building's Facilities and amenities.

Notwithstanding the foregoing, Sponsor has been advised that, as a result of certain guidelines promulgated by FNMA, in order for a Residential Unit Owner to avoid one of the bases for Unit financing disqualification by FNMA, Sponsor must forego the right to lease vacant Residential Units owned by Sponsor, except as noted below. Accordingly, notwithstanding Sponsor's right to lease vacant Units as set forth in the Plan, and in an effort to conform to such FNMA guidelines, Sponsor shall forego its right to lease, rather than sell, Residential Units as they become vacant, except as follows: Sponsor shall make a good faith effort to sell any Residential Unit that is currently vacant and any Residential Unit that becomes vacant hereafter, provided that Sponsor will have the right to lease a vacant Residential Unit if the then-existing market value of such Unit is less than 75% of the last offering price for such Unit as disclosed in the Plan or amendment thereto. Sponsor reserves all rights to reinstate its unconditional right to lease, rather than sell, vacant Residential Units, by amendment to the Plan. Notwithstanding the foregoing, Sponsor makes no representation concerning (i) the applicability of any FNMA guidelines at any point in time, (ii) the qualification by FNMA of any Residential Unit or the Condominium at any point in time or (iii) with respect to the ability of any prospective Purchaser to obtain financing for the purchase of the Residential Unit at any point in time. In addition to the foregoing, the mortgages which presently encumber the Property may limit Sponsor's ability to lease Residential Units as they become vacant, except for Interim Leases executed by Purchasers in conjunction with Purchase Agreements.

Sponsor reserves the right to sell 10% or more of the Unsold Residential Units ("Bulk Sale") to a Person which assumes the rights and obligations of Sponsor with respect to such Residential Units.

Excess Development Rights

Sponsor is currently using the existing Excess Development Rights appurtenant to the Property in connection with Sponsor's Redevelopment Work and Sponsor does not anticipate that any Excess Development Rights will remain upon completion of Sponsor's Redevelopment Work. However, if any Excess Development rights remain after Sponsor's Redevelopment Work and/or if the applicable provisions of the Zoning Resolution change in the future, such changes may generate transferable Excess Development Rights which will not be included in the Property and shall be the exclusive property of Sponsor. Sponsor cannot represent the amount of transferable Excess Development Rights that could result from such changes. Neither the Condominium Board nor any Unit Owner (other than Sponsor or a Development Rights Owner) shall have any right or interest in any Excess Development Rights. If any Excess Development Rights are transferred to an adjoining premises, the light and air of the Building and views from Units and/or Terraces may be affected. Notwithstanding the foregoing, Excess Development Rights may not be used to expand the size, height, bulk or density of any portion of the Property after the recording of the Declaration.

CONTROL BY SPONSOR

The Condominium Board shall initially consist of 3 persons designated by Sponsor at or before the First Closing who will serve until the first annual meeting of Residential Unit Owners ("First Annual Meeting") called by the Condominium Board to elect a new Condominium Board. The First Annual Meeting will occur on or about the earlier of one year after the First Closing or within 30 days of the conveyance by Sponsor of more than 50% of the aggregate Common Interests appertaining to all Residential Units. Sponsor presently anticipates that the initial members of the Condominium Board shall be Stephen Salup, Paul Kahn and Peter Gray, 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 shall be held not less than 10 days nor more than 40 days after the sending of the notice.

At all elections held during the period ending on the earlier of: (i) the Closing of Title with Purchasers under the Plan to Residential Units having more than 50% of the aggregate Common Interests appertaining to all Residential Units; or (ii) 5 years after the First Closing ("Initial Control Period"), Sponsor shall control the Condominium Board. Through control of the Condominium Board, Sponsor, effectively shall 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.

Commencing with the First Annual Meeting, the Condominium Board shall consist of 8 individuals, 5 of whom 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"), and 3 of whom shall be designated by the Retail Unit Owner, the Garage Unit Owner and the Community Facility Unit Owner ("Non-Residential Members"). The number or composition of Condominium Board members may not be changed except in accordance with the procedures described in the By-Laws.

A meeting of Residential Unit Owners will be held to elect certain new Residential Members unrelated to Sponsor (depending on the extent of Sponsor's ownership of Unsold Residential Units at such time) within 30 days of the expiration of the Initial Control Period. However after the Initial Control Period, Sponsor, as an Owner of Unsold Residential Units, shall continue to have the right to vote all of the Common Interests attributable to Residential Units owned by Sponsor and shall designate no more than 2 Residential Members, for so long as the Common Interests attributable to the Unsold Residential Units equal, in the aggregate, less than 50% but more than 15% of the Common Interests attributable to all Residential Units; and thereafter, 1 member, for so long as Sponsor owns at least one Unsold Residential Unit.

At meetings of the Residential Unit Owners, Sponsor will have the right to vote all of the Common Interests attributable to the Unsold Residential 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 .0001% of Common Interest attributable to the Unit per Residential Member to be elected. However, at elections of members to the Condominium Board held during the Initial Control Period, Sponsor shall have the right to designate 3 of the 5 Residential Members of the Condominium Board.

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.

Within 30 days after the expiration of the Initial Control Period, assuming the First Annual Meeting has occurred, 1 of the 3 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.

So long as Sponsor shall continue to own Unsold Residential Units representing at least 25% in aggregate Common Interest of all Residential Units, but in no event later than 5 years after the First Closing, whichever shall first occur, the Condominium Board may not take any of the following actions without Sponsor's prior written consent (notwithstanding the number of votes Sponsor controls): (a) make any addition, alteration or improvement to the Common Elements or to any Unit unless required by Law, (b) assess any Common Charges, Residential Common Charges or Special Assessments for the creation of, addition to or replacement of all or part of a working capital, contingency or surplus fund, (c) increase or decrease the number of, or change the kind of employees referred to in the Plan, (d) enter into any service or maintenance contract for work not covered by contracts in existence on the date of the First Closing or otherwise provide services in excess of those referred to in the Plan, except as is required to reflect normal annual increases in operating services, (e) borrow money on behalf of the Condominium, or (f) exercise a right of first refusal to lease or purchase a Unit; provided, however, that Sponsor's written consent is not necessary to perform any function or take any action described in items (a) through (f) above, if, and only if, the performance of such function or the carrying out of such an action is deemed required (and no other reasonable 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; or (iv) ensure the health and safety of the occupants of the Building.

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

CONDOMINIUM BOARD

The affairs of the Condominium shall be governed by the Condominium Board. The term of office of the members of the Condominium Board shall be for 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 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 any Residential Member designated by Sponsor may only be removed and replaced by Sponsor, and further provided, however, that the Non-Residential Members of the Condominium Board may only be removed by the Non-Residential Unit Owners, who alone shall have the right to designate a replacement. 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 by Sponsor and/or the Non-Residential 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 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 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 interests of the Condominium. All Unit Owners shall jointly and severally, 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.

Except for members designated by Sponsor or the Non-Residential Unit Owners, all Residential Members of the Condominium Board must be either Residential Unit Owners or certain parties (e.g. directors, shareholders of Residential Unit Owners) as described in the By-Laws. Except for members designated by Sponsor, no Residential Member of the Condominium Board shall continue to serve on the Condominium Board if, during such Residential Unit Owner's term of office, such member shall cease to be a Residential Unit Owner or an interested party or if a lien has been perfected against such Residential Unit and not paid. The By-Laws do not include a provision requiring a majority of members of the Condominium Board to be owner-occupants or members of an owner-occupant's household who are unrelated to Sponsor and its principals, after the expiration of the Initial Control Period.

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

Annual meetings of Unit Owners shall be held within approximately 30 days of the anniversary of the First Annual Meeting. At such meetings, the Unit Owners (including Sponsor as an Owner of Unsold Residential Units and the Non-Residential Unit Owners) shall elect the 8 members of the Condominium Board, subject to any rights of Sponsor and the Non-Residential Unit Owners to designate members, and there shall also be transacted such other business as may properly come before such meetings. In addition, special meetings may be held from time to time pursuant to the By-Laws upon the petition of Unit Owners having in the aggregate at least 40% of the aggregate Common Interest of all Unit Owners or upon resolution of the Condominium Board. The Secretary of the Condominium Board shall mail a notice of each annual or special meeting of the Building to all Unit Owners of record. The notice, which will generally be given at least 10 days prior to any such meeting, shall state the purpose of the meeting as well as the time and place where it is to be held. Except as otherwise provided in the By-Laws or Declaration, at all meetings of Unit Owners, the presence in person or by proxy of Unit Owners owning more than 50% or more of the aggregate Common Interests appertaining to all Units shall constitute a quorum and a majority of the votes cast at any such meeting at which a quorum is present shall be binding upon all Unit Owners.

At all meetings of Unit Owners, each Unit Owner (or such Unit Owner's proxy) entitled to vote thereat (including Sponsor with respect to Unsold Residential Units) shall be entitled to cast one vote for each .0001% of interest in the Common Elements attributable to such Unit Owner's Unit or Units ("Votes"). No Residential Unit Owner of the Resident Manager's Unit is entitled to cast the Votes appurtenant to such Residential Unit. When voting for members of the Condominium Board, each Unit Owner shall be entitled to cast such Votes for each member to be elected. Such Votes shall be cast by the Unit Owner in a non-cumulative fashion. For example, if 3 members were to be elected to the Condominium Board, the Unit Owner would be entitled to cast such Unit Owner's Votes for each of the 3 members (or any of them) to be elected as such Unit Owner determines.

The principal officers of the Condominium Board shall be a President, Vice President, and Secretary/Treasurer, all of whom shall be elected by the Condominium Board. The Condominium Board may appoint additional officers. The By-Laws provide that all instruments of the Condominium Board are to be executed by any officer thereof or by such other person or persons as may be designated by Condominium Board.

The term of office of the members of the Condominium Board shall each be a 1 year term or until their successors are elected. There shall be no limit on the number of terms of office, successive or otherwise that a member may serve. Members of the Condominium Board shall serve without compensation. Any member of the Condominium Board may resign at any time by written notice hand delivered or sent by certified mail, return receipt requested, to the President or Secretary of the Condominium Board. Notwithstanding the term of such member's office, such resignation shall take effect at the time specified therein.

A Residential Member of the Condominium Board elected by the Residential Unit Owners may be removed, with or without cause, by an affirmative vote of a majority of Residential Unit Owners who are in attendance by proxy or in person, at a special meeting called for that purpose and having a quorum of Residential Unit Owners. Additionally, a Non-Residential Member of the Condominium Board may only be removed by the particular Non-Residential Unit Owner who designated such Non-Residential Member and who alone shall have the right to designate a replacement. The foregoing notwithstanding, Condominium

Board members designated by Sponsor may only be removed and replaced, with or without cause, by Sponsor.

Upon the affirmative vote of a majority of the members of the Condominium Board, any officer may be removed from his or her office with or without cause. A successor officer may be elected at any regular Condominium Board meeting or at any special Condominium Board meeting called for such purpose.

All officers, Condominium Board members and employees of the Building and of the Condominium will be insured at all times from and after the First Closing under crime insurance in favor of the Condominium. The amount and cost of the insurance has been provided for in Schedule B. 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. All Unit Owners shall severally, 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 AND THE CONDOMINIUM BOARD

Sales and Leases of Residential Units

Each Residential Unit Owner may sell or lease such Residential Unit Owner's Residential Unit upon compliance with the provisions of the By-Laws providing a right of first refusal to the Condominium Board, on behalf of all Residential Unit Owners. Upon delivery to the Condominium Board by the offering Residential Unit Owner ("Owner Offeror") of a copy of the executed contract of sale or lease, the Condominium Board will have 30 days within which to vote to elect to purchase or lease such Residential Unit at the same price or rental and on the same terms as are set forth in the contract of sale or lease and offered in good faith by a prospective Purchaser or lessee, as more specifically provided in Article 7 of the By-Laws. The Condominium Board is free to demand from the Owner Offeror affidavits and/or certifications and such other proof to establish the validity of the underlying offer. All contracts of sale and leases shall specifically state that they are subject to the issuance of a waiver of the right of first refusal. If the Condominium Board elects not to purchase or lease the Residential Unit, the Condominium Board shall deliver a waiver of the right of first refusal to the Owner Offeror within 30 days thereafter. A failure by the Condominium Board to act within such time frames shall also constitute a waiver entitling Managing Agent to issue the waiver of the right of first refusal and such issuance shall have the same force and effect as executed by the Condominium Board. If the Condominium Board fails to exercise its right within the timeframe specified, the Owner Offeror shall be free to consummate the originally contemplated transaction.

If the Condominium Board affirmatively exercises its right of first refusal to purchase or to lease the Residential Unit, it or its designee shall close title or lease the Residential Unit on behalf of all Residential Unit Owners and pursuant to the terms of the executed contract of sale or lease proffered by the Owner Offeror within 60 days after the Condominium Board gives notice of its exercise of the right of first refusal. The Condominium Board may raise funds for the acquisition and maintenance of the Residential Unit by means of a Special Assessment, increase in Residential Common Charges, use of available reserves or borrowing funds (including financing for such acquisition). A Residential Unit acquired by the Condominium Board may be used for residential purposes only. Such Residential Unit may be sold or leased by the Condominium Board in the discretion of the Condominium Board, and the proceeds of any sale thereof will be added to the Condominium's reserve or other account in the discretion of the Condominium Board.

The Condominium Board will not discriminate against any Person on the basis of race, creed, color, sex, sexual orientation, age, disability, marital status, age, ancestry, national origin or other ground proscribed by Law or the Fair Housing Act regulations at 24 CFR Part 100 in connection with its exercise of its right of first refusal with respect to the sale or lease of a Residential Unit.

Any lease by a Residential Unit Owner 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 further sublet the demised premises or any part thereof without the prior consent in writing of the Condominium Board, and that the Condominium Board, if permitted by applicable Law, shall have the power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of default by the tenant in the performance of such lease. The form of any such lease shall be a printed, reasonably applicable form of residential lease approved by the Condominium Board which is generally accepted in New York City such as an appropriate Real Estate Board of New York, Inc. or Blumberg form, except for such changes therein as provided in the By-Laws and the terms thereof shall not be subject to the Rent Laws.

Any purported sale or rental of a Residential Unit in violation of this Section shall be voidable at the election of the Condominium Board.

A Residential Unit Owner may, as detailed in the By-Laws, lease, sell or convey the Residential Unit to individual adult Family Members, including, a spouse, domestic partner, their children, stepchildren, grandchildren, siblings, nieces, nephews, parents, stepparents, parents-in-law and grandparents, may convey such Residential Unit Owner's Residential Unit by gift, may devise such Residential Unit Owner's Residential Unit by will, or have it pass by intestacy, without complying with the right of first refusal; provided, however, that each succeeding Residential Unit Owner shall be bound by, and such Residential Unit Owner's Residential Unit shall be subject to, the right of first refusal. 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.

The By-Law provisions setting forth the right of first refusal specifically do not apply to Sponsor, its designees, Owners of Unsold Residential Units, the Non-Residential Unit Owners or to certain other Persons specified in the By-Laws, all of whom shall be free to sell or lease their Units without application of the right of first refusal.

A Residential Unit Owner may only sell or lease (for terms of not less nor more than 1 year) such Residential Unit Owner's 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, such Residential Unit Owner's undivided interest in (a) the Common Elements; (b) the Residential Common Elements; (c) the Residential Limited Common Elements; (d) any Units acquired by the Condominium Board on behalf of all Unit Owners, or any proceeds of the sale or lease thereof; and (e) 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 Residential 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.

A Residential Unit may not be sold or leased unless all unpaid Common Charges, assessments and liens against such Residential Unit (other than Permitted Mortgages) are paid and/or satisfied at or prior to the sale or lease. The Condominium Board may establish reasonable restrictions with respect to the sale or lease of Residential Units and implement reasonable fees in connection with the processing of sale or lease of packages, which shall be payable by the Owner Offeror.

The restrictions upon the sale and lease of Residential Units shall not apply to Sponsor, its designees, or an Owner of an Unsold Residential Unit or to Residential Units acquired by a mortgagee in foreclosure or by deed in lieu of foreclosure, and they shall be free to sell or lease without first offering to sell or lease to the Condominium Board and without payment of any fees.

Non-Residential Unit Owners are free to sell or lease all or any portion of the 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 or Managing Agent.

Notwithstanding anything contained herein to the contrary, prior to the Closing of Title to a Residential Unit, the Purchase Agreement prohibits a Purchaser from listing such Residential Unit for sale or rental with any broker or listing agent or from advertising or otherwise offering, promoting or publicizing the availability of the Residential Unit for sale or rental, without Sponsor's prior written consent, which consent may be unreasonably withheld or delayed in Sponsor's sole and absolute discretion.

Use of Units and Common Elements

Residential Units shall be used for residential purposes only, including permitted "home occupation" as defined in the Zoning Resolution of the City of New York as may be amended from time to time, 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. No transient tenant may be accommodated in a Residential Unit, except in Unsold Residential Units, as permitted by Law.

The Non-Residential Units may be used for any purpose permitted by Law. No assurance, representation or warranty is given that any tenants, occupants, or uses of the Non-Residential Units will not be objectionable to Residential Unit Owners or other parties.

Sponsor and the Condominium Board may, in their sole discretion, permit a Unit to be used for other purposes provided such use is permitted by Law, does not violate the then existing Certificate of Occupancy and complies with all applicable governmental regulations.

Notwithstanding the foregoing, Sponsor may, without the permission of the Condominium Board or any Unit Owners (a) use or grant permission for the use of any Unsold Residential Unit or Non-Residential Unit for any other purpose, provided such use is permitted by Law, does not violate the then existing Certificate of Occupancy covering such Unit and the user of such Unit complies with Law; (b) retain ownership of one or more Residential Units or Non-Residential Units anywhere in the Building for use as models and sales, management, leasing and/or promotion offices in connection with the sale or rental of other Units in the Condominium or in buildings in which principals of Sponsor may have an interest; and (c) utilize portions of the Common Elements and Residential Common Elements (such as the lobby) for such management, sales, leasing and promotional purposes, without any charges to Sponsor.

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. Notwithstanding the foregoing, Sponsor reserves the right to utilize any Common Elements in connection with the performance of Sponsor's Redevelopment Work.

Each Residential Unit Owner shall notify Managing Agent in writing when a child or children under the age of 11 years lives or resides (even temporarily) in the Residential Unit. Each Residential Unit Owner shall install at such Residential Unit Owner's expense, the required window guards in all windows of the Residential Unit. The Residential Unit Owner shall maintain all window guards installed in the Residential Unit and shall not remove same until permitted by applicable Law and in any event, without full knowledge of Managing Agent.

No nuisance, immoral, improper, offensive or unlawful use shall be allowed in the Building or any portion thereof. All valid laws, zoning ordinances and regulations of governmental bodies having jurisdiction thereof relating to any portion of the Property shall be complied with at the sole expense of the respective Unit Owner or Condominium Board, whoever or whichever shall have the obligation to maintain or repair such portion of the Property.

No "For Sale," "For Rent," "For Lease" sign, or any other sign evidencing a similar purpose, or other window display or advertising shall be maintained or permitted in any Residential Unit, except that these sign restrictions shall not apply to Sponsor or Selling Agent or Non-Residential Unit Owners with respect to Unsold Residential Units and Non-Residential Units.

No awnings, heating or air-conditioning equipment (other than window systems) shall be installed or modified in the Building without prior written approval of the Condominium Board. No radio or television aerial, satellite dishes or other similar device shall be erected, affixed or installed by Residential Unit Owners on the roof or exterior walls, windows or Terraces of the Building or on the Property, without obtaining in each instance the written consent of the Condominium Board. The foregoing restrictions shall not apply to Sponsor, an Owner of an Unsold Residential Unit or Non-Residential Unit Owners.

No bird, reptile, or domesticated animal ("Pet") shall be permitted, raised, bred, kept, or harbored in, on or about the Building unless, in each instance, the same shall have been expressly permitted in writing by the Condominium Board or the Managing Agent acting on the Condominium Board's behalf. Any such consent, if given, shall be revocable at any time by the Condominium Board or the Managing Agent in their sole discretion. The prohibition set forth in the preceding sentence shall not apply to a Residential Unit Owner who can establish that he or she was housing a Pet in the Unit Owner's Residential Unit prior to purchasing such Residential Unit ("Grandfathered Pet"). However, upon the removal or death of a Grandfathered Pet, a Residential Unit Owner shall be required to seek permission to house any replacement Pet. In no event shall any Pet be permitted in any public elevator of the Building, other than the elevator designated by the Condominium Board or the Managing Agent for that purpose, or in any of the public portions of the Building, unless carried or on leash. Pets shall not be permitted on any roof or Terrace of the Building. No pigeons or other birds or animals shall be fed from the window sills, or other public portions of the Building, or on the sidewalk or street adjacent to the Building. Each Residential Unit Owner who keeps any type of pet in such Residential Unit Owner's Residential Unit will be required to abide by any and all Residential Rules and Regulations of the Condominium Board adopted with respect thereto and indemnify and hold harmless the Condominium, all Unit Owners and Managing Agent from all claims and expenses resulting from the acts of such pet.

Each Residential Unit Owner shall keep such Residential Unit Owner's Residential Unit in a good state of preservation and cleanliness and each Residential Unit Owner shall be obligated to maintain and keep in good order and repair such Residential Unit Owner's Residential Unit in accordance with the provisions of the By-Laws and the Residential 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 Owner prior to the time that they become effective (except that no amendment thereof affecting Sponsor or Unsold Residential Units may be made unless agreed to by Sponsor). Further restrictions on the use and leasing of Residential Units are set forth in the By-Laws and Residential Rules and Regulations.

Mortgage of Residential Units by Residential Unit Owners

Each Residential Unit Owner may mortgage the Residential Unit in whatever amount and whatever terms as the Residential Unit Owner can obtain, provided that the conditions with respect thereto set forth in the By-Laws are first complied with by the Residential Unit Owner. As more fully set forth in the By-Laws, these conditions include the requirements that (a) the mortgage be substantially in the form of the New York Board of Title Underwriters form of mortgage or such other form customarily used by lenders making loans secured by individual Residential Units, (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 such Residential Unit Owner's Residential Unit, other than Permitted Mortgages.

Sponsor and the Non-Residential Unit Owners shall have the right to mortgage any Unsold Residential Unit and any Non-Residential Unit, as the case may be, without any restriction or limitation. As more particularly set forth in the Section of the Plan 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 Residential Rules and Regulations.

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 upon actual usage of certain services and facilities by such Unit Owner or in proportion to their respective Common Interest and in proportion to their respective Residential Common Interest (in the case of Residential Units) as more fully set forth in Schedule B and in the By-Laws. 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; (c) amounts for certain other items as the Condominium Board may deem proper, such as amounts for reserves or in connection with the purchase or lease by the Condominium Board of any Unit, (d) insurance premiums, and legal and accounting fees, and (e) expenses associated with the Resident Manager's Unit. In addition, the Condominium Board may accumulate reserves for capital expenditures or otherwise, subject to the requirement that for so long as Sponsor continues to own Unsold Residential Units representing at least 25% of all Residential Units, but in no event later than 5 years after the First Closing, whichever occurs first, Sponsor's prior written consent must be obtained to assess Common Charges, Residential Common Charges or Special Assessments for the creation or replacement of, or the addition to, any or all part of a working capital, reserve, contingency or surplus fund.

The Common Interest of each Unit in the Common Elements has been allocated 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). (See the Section of the Plan entitled "Real Property Law Section 339-I Compliance Letter" for more details.) In the event that Sponsor negotiates with individual Purchasers (other than Tenant-Purchasers until the Effective Date of the Plan) to change the layout or dimensions of their respective Residential Units and such changes involves the inclusion, in the Residential Unit, of areas formerly designated as Common Elements, Residential Common Elements or involves adding to the Common Elements or Residential Common Elements, space that was previously incorporated in the Residential Units, the Common Interest of all of the Residential Units may change slightly. Any such change in the Common Interest allocated to a Residential Unit prior to the recording of the Declaration shall not be deemed a material change and shall not give rise to a right of rescission on the part of any Purchaser.

At least annually, the Condominium Board will prepare a budget for Common Expenses (and provide a copy to each Unit Owner) allocated as aforesaid and assess Common Charges to meet Common Expenses, contingencies, repairs and/or replacements as the Condominium Board determines to be in the best interests of the Condominium. Unless otherwise determined by the Condominium Board, Common Charges will be payable monthly to the Condominium Board in advance on the first day of each month.

Common Charges and Special Assessments: Collection and Lien for Non-Payment; Attachment of Rent

Under the provisions of RPL 339-z and the By-Laws, the Condominium Board, on behalf of all Unit Owners, will have a lien on each Unit for unpaid Common Charges and/or Special Assessments together with interest thereon, assessed against such Unit and, where applicable, a lien on each Unit for the replenishment of the funds required to be maintained to provide services required to Non-Purchasing Tenants as more fully set forth in the Section of the Plan entitled "Obligations of Purchasers of Residential Units Occupied by Non-Purchasing Tenants." 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 Condominium Board to recover unpaid Common Charges without foreclosing such lien.

No Unit Owner may be exempt from liability for such Unit Owner's Common Charges and Special Assessments by waiving use of any of Common Elements or by abandonment of such Unit Owner's Unit. No Unit Owner, however, will be liable for the payment of any part of the Common Charges and Special Assessments assessed against such Unit Owner's Unit subsequent to a permissible sale, transfer or other

conveyance of the Unit. As more specifically set forth in the By-Laws, a Residential Unit Owner may, by conveying the Residential Unit without consideration to the Condominium Board and complying with certain conditions in connection therewith, become exempt from Common Charges and Special Assessments thereafter accruing. Such conditions include the payment of all Common Charges and assessments then due and payable with respect to the Residential 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.

Prior to the permissible sale, transfer or other conveyance of a Unit, any seller or purchaser of a Unit shall be entitled to a statement (an "Estoppel Letter") from the Condominium Board, setting forth the amount of the unpaid Common Charges accrued against the Unit and neither such seller nor purchaser shall be liable for, nor shall the Unit be conveyed subject to a lien for, any unpaid Common Charges against such Unit accrued prior to such conveyance in excess of the amount set forth in such statement.

In the event of a foreclosure by the 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 personally liable for the unpaid balance. Neither (a) a Permitted Mortgagee (as defined in the Condominium Declaration) acquiring title to a Unit at foreclosure sale nor (b) a purchaser at a foreclosure sale shall be liable, and the Unit will 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.

In addition, the Condominium Board may assess Residential Unit Owners a late charge of $150 per month for Common Charges which remain unpaid for more than 10 days after the date when due (less any "late charges" theretofore collected), plus all expenses of collection, including but not limited to reasonable attorneys' fees and costs. Sponsor obligates itself to cause any members of the Condominium Board related to or affiliated with Sponsor to vote in favor of filing a lien against any Unsold Residential Units with respect to which payments of Common Charges have not been made within 30 days after the date when due.

RPL §339- jj – Borrowing by Condominium

Real Property Law §339-jj authorizes the Condominium Board to incur additional debt on behalf of the Condominium (when required in connection with the operation, repair, restoration, maintenance, addition, improvement, alteration and replacement of the Common Elements and/or the Units) (beyond that set forth in Schedule B) provided that such debt (a) is incurred no earlier than the 5th anniversary of the First Closing and (b) if $250,000 or more in any fiscal year, is approved by the affirmative consent of Unit Owners owning at least 66 2/3% of the aggregate Common Interests as set forth in the By-Laws or if less than $250,000 shall require the affirmative consent of a majority of members of the Condominium Board. Regardless of amount, any such debt may be secured by future income and Common Charges and/or Special Assessments in which

event the Common Charges and/or Special Assessments shall be deemed trust funds for the purpose of paying such debt. The Condominium Board cannot secure such debt by a lien on the Common Elements without the consent of all Unit Owners. The foregoing notwithstanding, the Condominium Board's acquisition of the Resident Manager's Unit on behalf of all Unit Owners is not secured by the Common Elements but by the Resident Manager's Unit itself.

Repairs to and Maintenance of Units and Common Elements

Generally, all painting, decorating, routine maintenance, repairs and replacements, (a) in or to any Unit (other than to the Common Elements included therein), including the heating and cooling systems contained therein, the plumbing fixtures, appliances, fireplaces and flues, if any, the interior side of entrance doors thereto and Terrace doors, will be performed by the Unit Owner at such Unit Owner's sole cost and expense, (b) in or to the General Common Elements will be performed by the Condominium Board and the cost and expense thereof will be charged to the Condominium and be payable by all Unit Owners as a General Common Expense, and (c) in or to the Residential Common Elements shall be performed by the Condominium Board and the cost and expense thereof will be charged to all Residential Unit Owners as a Residential Common Expense.

Notwithstanding the above, all normal maintenance and repairs to any Terrace (including fixtures, faucets, watering systems and electrical outlets on or servicing the Terrace) shall be made by the Residential Unit Owner having exclusive access to same, at such Residential Unit Owner's sole cost and expense, but any structural repairs to such Terrace (including any leaks which are not caused by the negligence of the Residential Unit Owner having access to the same) will be made by the Condominium Board and the cost and expense thereof will be charged to all Residential Unit Owners as a Residential Common Expense. In accordance with the By-Laws, the Condominium Board may require a Residential Unit Owner to remove plantings, roof surfaces and other installations on such Residential Unit Owner's Terrace, if the Condominium Board determines that such plantings and other installations adversely affect the integrity of the Terrace or otherwise impede access to areas requiring structural repairs, replacements or maintenance. The cost and expense associated with the removal and replacement of planting, installations and affected roof surfaces are to be borne by the responsible Residential Unit Owner.

The interior and exterior glass surfaces of all windows located in any Residential Unit and in Terrace doors 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. Any replacement of glass windows or sashes in any Residential Unit or glass Terrace door because of breakage or otherwise shall be at the sole cost and expense of the owner of such Residential Unit (unless such breakage is caused by the Condominium Board or the negligence of any other Unit Owner, in which event such replacement will be at the sole cost and expense of the Condominium Board or such responsible Residential Unit Owner). No replacement, modification or alteration may be made to or of the windows (other than replacement of broken glass or window sashes) without the consent of the Condominium Board.

If any repairs or replacements to the Common Elements, whether structural or non-structural, ordinary or extraordinary, are necessitated by the negligence, misuse or abuse of a Unit Owner or such Unit Owner's agents, workers, guests, etc., such maintenance, repairs or replacements will be made by the Condominium Board, and any portion of the cost thereof which shall be paid by such Unit Owner.

The By-Laws provide that each Residential Unit (and all Terraces) and all portions of the Common Elements shall be kept in first-class condition (and with respect to any roof, Terrace or other part of the Property exposed to the elements, free of snow, ice, debris and water accumulation) by the Residential Unit Owner or by the Condominium, whichever is responsible for the maintenance thereof. In addition, the Residential Unit Owner is responsible for replacing and/or repairing the fixtures, bulbs, watering system and electrical outlets on such Residential Unit Owner's Terrace. In the event any Residential Unit Owner fails to keep such Residential Unit Owner's Residential Unit or Terrace in such condition, the Condominium may, at

the expense of such Residential Unit Owner, enter such Unit or upon such Terrace and perform such acts as are necessary to cure such default. A Residential Unit Owner shall not permit excessive noise, vibrations or odors to emanate from the Residential Unit.

The By-Laws further require that those public or other areas of the Building exposed to public view that are required to be maintained by each Residential Unit Owner or the Condominium Board, be kept in good appearance in conformity with the dignity and character of the Building by such Residential Unit Owner or the Condominium Board, as the case may be.

Alterations, Additions and Improvements of Residential Units and Residential Limited Common Elements

With the exception of Sponsor and the Non-Residential Unit Owners in regard to the Unsold Residential Units and the Non-Residential Units, respectively, no Residential Unit Owner may make any structural alteration, addition, improvement or repair in or to such Residential Unit Owner's Residential Unit or on or to a Terrace without the prior written approval of the Condominium Board. 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. Prior to, and as a condition of, the granting of its consent to the making of a structural alteration, addition, improvement or repair in or to a Residential Unit or on or to a Terrace, the Condominium Board shall have the right to reasonably approve the Residential Unit Owner's contractors and suppliers and may, at its option, require the Residential Unit Owner to execute an agreement in form and substance satisfactory to the Condominium Board setting forth the terms and conditions under which such alteration, addition, improvement or repair may be made, including, without limitation, the days and hours during which any work may be performed. Any Residential Unit Owner making or permitting an alteration, addition, improvement or repair in or to its Residential Unit is required by the By-Laws to (i) obtain the consent of the Condominium Board if relating to structural alterations additions, improvements and/or repairs, (ii) obtain such insurance as the Condominium Board may require, (iii) indemnify Sponsor, the Condominium Board, Managing Agent, Condominium's architect and the other Unit Owners against any liability arising from such alterations, additions, improvements or repairs, (iv) reimburse the Condominium Board for any architectural, engineering, legal and other fees incurred in connection with such alterations, additions, improvements or repairs, and (v) execute and enter into an alteration 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. Further, the Condominium Board and Managing Agent may impose fees or deposits upon such Residential Unit Owner (except for Sponsor and an Owner of an Unsold Residential Unit) to reimburse the Condominium for costs incurred in connection with the review, supervision and inspection of such Residential Unit Owner's work. 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 workers employed in the Building or otherwise cause disharmony with any Building service union as determined by the Condominium Board in its sole and absolute discretion. Residential Unit Owners shall not be permitted to engage any Building staff or any contractors or sub-contractors engaged by either the Condominium Board or Sponsor unless expressly agreed to in writing by the Condominium Board or Sponsor unless expressly agreed to in writing by the Condominium Board or Sponsor.

Any contractor performing work shall not employ any personnel or means that may cause labor disturbances or stoppage in the work of Building employees or other contractors or subcontractors employed in the Building.

No application or other document shall be filed with any governmental authority for a permit covering an addition, alteration or improvement to be made in a Residential Unit on or to a Terrace, 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 and the Unit Owners shall not be subject to any expense or liability by reason of such approval and execution or, by reason of such addition, alteration or improvement, including, without limitation, liability to any contractor, subcontractor, materialman, architect or engineer, or to any person having any claim for injury to person or damage to property arising therefrom. The provisions of this paragraph shall not apply to Sponsor or to an Unsold Residential Unit or a Non-Residential Unit, provided any alteration to such Unsold Residential Unit or Non-Residential Units shall be in accordance with, and only as permitted by, the Condominium Act and Law. Under the terms of the By-Laws, Sponsor is authorized on behalf of the Condominium Board to execute such applications, permits or other documents as may be required to undertake, perform and complete such work to the Unsold Residential Units, Terraces, Non-Residential Units and Common Elements as Sponsor is entitled to perform in accordance with the terms of the Plan, the Declaration and the By-Laws and to obtain such letters of completion as may then be required by Law (collectively "Required Documentation") and, the Condominium Board, if requested by Sponsor, is obligated to promptly execute, and deliver, at its sole cost and expense, the Required Documentation. In addition, the power of attorney to be executed by each Residential Unit Owner upon acquisition of a Residential Unit further grants to Sponsor a power of attorney to execute the Required Documentation in accordance herewith.

In the event that any alterations, additions, improvements or repairs made by any Residential Unit Owner materially delay, prevent or adversely affect, or create a significant risk of materially delaying, preventing or adversely affecting, whether directly or indirectly, the issuance of a temporary or permanent Certificate of Occupancy for such Residential Unit, other Units or the Building, then upon the written request of Sponsor or the Condominium Board, the Residential Unit Owner shall undertake to restore the Residential Unit promptly, at such Residential Unit Owner's sole cost and expense, to its original condition. If such Residential Unit Owner fails to commence diligently and continuously restoring the Residential Unit within 15 days of receipt of the written request, then the party requesting such restoration shall be entitled to enter into and restore the Residential Unit at the expense of the Residential Unit Owner and to exercise any remedies provided in the By-Laws.

Generally, repairs, maintenance, replacements, restorations, improvements, alterations and additions in or to the Residential Common Elements (excepting certain repairs to the Terraces, as previously disclosed) will be made by the Condominium and the cost and expense thereof will be charged to all Residential Unit Owners as a Residential Common Expense. Repairs, maintenance, replacements, restoration, improvements, alterations and additions in or to the General Common Elements will be made by the Condominium and the cost and expense thereof will be charged to all Unit Owners as a General Common Expense.

Residential Unit Owners shall not be permitted to make alterations, additions, improvements, renovations or repairs to the radiator covers in the Residential Unit. Residential Unit Owners will, however, be permitted to enclose the radiator covers, provided building personnel have unfettered access to the radiators.

Sponsor and the Non-Residential Unit Owners, without the consent of the Condominium Board, Managing Agent or other Unit Owners may make any alteration, combination, addition, improvement or repair in or to any Unsold Residential Unit, any Non-Residential Unit or the Common Elements, including, but not limited to, structural and non-structural alterations and subdivide, combine and change boundary walls of their respective Units, provided that the work is performed by Sponsor or such Non-Residential Unit Owner in compliance with governmental laws and regulations and in accordance with all conditions described in the Declaration. In addition, Sponsor or such Non-Residential Unit Owner may erect, maintain, repair and replace, or permit its agents to erect, maintain, repair or replace, from time to time, one or more signs on the Property for the purpose of advertising the availability for sale or rental of any Unsold Residential Unit or Non-Residential Unit or the operation of any business in any Non-Residential Unit.

Rights of Access

As more fully set forth in the By-Laws, the Condominium Board and any Managing Agent, managers, Resident Manager, building staff and other persons authorized by the Condominium Board, will have a right of access to any Unit and all Common Elements for the purposes of performing installations, alterations or repairs to the mechanical or electrical services of the Condominium 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. Sponsor and its Permitted Users shall have a right of access to any Unit and to all Common Elements for performing alterations, repairs and work in or about Residential Units, Unsold Residential Units, Non-Residential Units or the Common Elements and in exercising Sponsor's rights and fulfilling Sponsor's obligations under the Plan (including, without limitation, performance of Sponsor's Redevelopment Work), provided that access to any Unit may be exercised in such manner as will not unreasonably interfere with the use of such Unit for its permitted purposes.

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

Each Unit Owner must strictly comply with the provisions of the Declaration, the By-Laws, and, in the case of Residential Unit Owners, the Residential Rules and Regulations and the decisions adopted pursuant thereto. 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 Residential Rules and Regulations, will be recorded with the Declaration in the Register's Office.

Repair or Reconstruction after Fire or Other Casualty

If the Building or any Common Elements thereof are damaged or destroyed by fire or other casualty, the Condominium Board with respect to any damage to or destruction of the Common Elements will, except as set forth below, arrange for the prompt repair and restoration thereof (including the Common Elements contained in each Unit, but excluding fixtures, furniture, furnishings, floor coverings, wall coverings, carpeting, appliances, or other personal property or fixtures not constituting a part of such Unit as such term is defined in the Declaration or supplied to or installed therein by the Unit Owner). If the insurance proceeds are insufficient to cover the cost of repairs or restorations, Unit Owners may be assessed for deficits, if any, in insurance proceeds. Any surplus insurance proceeds shall be paid to all Unit Owners in proportion to their respective Common Interests, except that no payment shall be made to a Unit Owner until there have first been paid out of his share of such funds such amounts as may be necessary to reduce unpaid liens on his Unit other than mortgages that are not Permitted Mortgages, in order of priority of such liens.

Unless the Unit Owners have elected not to restore the Building as provided below, damage or destruction to a Unit or a Limited Common Element as a result of fire or other casualty shall be promptly repaired and reconstructed by the Owner of the affected Unit(s) where such repair or reconstruction does not involve the Common Elements for which the repair or reconstruction is the obligation of the Condominium Board under the Declaration and By-Laws. If a Unit Owner fails to repair or reconstruct such Unit Owner's Unit, the Condominium Board may cause the Unit to be repaired or reconstructed and the costs incurred in connection therewith shall be a charged to the defaulting Unit Owner as a Special Assessment.

If 75% or more of the Building is destroyed or substantially damaged and if 75% or more in number and in Common Interest of all Unit Owners do not promptly resolve to proceed with the repair or restoration thereof, the Building will not be repaired and the Property shall be subject to an action for partition instituted by any Unit Owner or lienor, as if owned in common, in which case the net proceeds of sale, together with the net proceeds of insurance policies, shall be divided among all Unit Owners in proportion to their respective percentage interest in the Common Expenses, after first applying the share of net proceeds of such sale otherwise payable to any Unit Owner to the payment of unpaid liens on such Unit Owner's Unit (other than mortgages which are not Permitted Mortgages) in the order of the priority of such liens. 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 which shall be entitled to adjust such loss in the event of a loss amounting to $1,000,000 or less. In the event that such proceeds are in excess of $1,000,000, such proceeds shall be payable to a New York City bank or trust company designated by the Condominium Board as insurance trustee pursuant to the provisions of the By-Laws. The insurance trustee shall hold all such proceeds in accordance with Section 254-(4) of the New York Real Property Law.

Records

The Condominium Board or Managing Agent shall keep detailed records of the actions of the Condominium Board and Managing Agent, minutes of the meetings of the Condominium Board, minutes of the meetings of the Unit Owners, financial records and books of account of the Property and copies of the Plan and all amendments thereto. The financial records and books shall contain a chronological listing of receipts and expenditures, as well as a separate account for each Unit which among other things, shall contain the amount of each assessment of Common Charges against such Unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. An annual report of the receipts and expenditures of the Condominium, by an independent certified public accountant, certified so long as Sponsor is in control of the Condominium Board, shall be submitted by the Condominium Board to all Unit Owners within approximately 5 months after the end of each fiscal year. The fiscal year shall be a calendar year.

Insurance

The Condominium 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 Building (including each Unit, but excluding flooring, fixtures, furniture, furnishings or other personal property not constituting a part of such Unit as such term is defined in the Declaration), together with all Facilities contained therein and covering the interests of the Condominium, the Condominium Board and all Unit Owners and Permitted Mortgagees, as their respective interests may appear, in an amount equal to the full replacement value of the Building (exclusive of foundation and footings); (b) rent insurance in an amount equal to Common Charges for one year; (c) worker's compensation and New York State disability benefits insurance; (d) boiler and machinery insurance; (e) plate glass insurance to the extent, if any, determined by the Condominium Board; (f) water damage insurance to the extent, if any, determined by the Condominium Board; (g) elevator liability and collision insurance; (h) fidelity insurance covering Managing Agent, 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. Each Unit Owner shall be an additional insured.

The fire insurance policies shall contain a New York standard mortgagee clause in favor of each Permitted Mortgagee which shall provide that the loss, if any, thereunder shall be payable to such Permitted Mortgagee as its interest may appear, subject, however, to the loss payment provisions described in the By-Laws. The amount of fire insurance and all risk extended coverage to be maintained until the first Condominium Board meeting following the First Annual Meeting shall be in at least the sum set forth in Schedule B.

All policies of physical damage insurance shall contain, to the extent obtainable, waivers of subrogation and waivers of any defense based on (i) co-insurance, (ii) other insurance, (iii) invalidity arising from any acts of the insured or (iv) pro rata reduction of liability, and shall provide that such policies may not be canceled or substantially modified without at least 10 days' prior written notice to 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.

The Condominium Board shall also be required to obtain and maintain, to the extent obtainable, comprehensive general liability insurance and excess umbrella coverage against claims for personal injury, death or property damage occurring upon, in or about the Property, in such limits as such Condominium Board may from time to time determine, covering (i) the Condominium Board, Managing Agent or agents thereof, the Condominium Board members and each officer and employee of the Condominium and (ii) each Unit Owner, except that such policy will not cover liability of a Unit Owner arising from occurrences within such Unit Owner's own Unit or within the Residential Limited Common Elements, if any, exclusive to such Unit Owner's Unit. The Condominium Board shall review such limits not less than once each year. Until the first meeting of the Condominium Board following the First Annual Meeting of Unit Owners, such liability insurance shall be in at least the sum set forth in Schedule B with respect to bodily injury and property damage, combined single limit. The insurance discussed above shall also include cross-liability claims of one insured against another.

Any insurance maintained by the Condominium Board may provide for such deductible amounts as the Condominium Board determines. The premiums for all insurance referred to above shall be a Common Expense. For so long as Sponsor owns at least 1 Unsold 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.

The Condominium Board is not required to obtain or maintain any insurance with respect to any fixtures, furniture, furnishings or other personal property contained in a Unit and the insurance maintained by the Condominium Board will not insure such items. Pursuant to the By-Laws, each Residential Unit Owner shall, at the Residential Unit Owner's own cost and expense, obtain and keep in full force and effect (a) comprehensive personal liability insurance against any and all claims for personal injury, death or property damage (including, but not limited to, loss due to water damage) occurring in, upon, or from the Residential Unit or any part thereof, with minimum combined single limits of liability of $300,000 for bodily injury or death arising out of any one occurrence including $300,000 for damage to property and (b) tenant's "all-risk" property insurance in respect of property damage occurring in, upon, or from the Residential Unit or any part thereof (including, but not limited to appropriate coverage for additions, alterations, improvements and betterments and loss due to water damage). The limits of liability set forth in (a) and (b) above may be increased by the Condominium Board from time to time. Evidence of such insurance must be provided by the Purchaser at the Closing of Title of each Residential Unit and thereafter, whenever requested by the Condominium Board or Managing Agent. For so long as Sponsor owns at least 1 Unsold Unit, any change or elimination of such requirement may only be made upon Sponsor's prior written consent.

Unit Owners are required to obtain insurance for their own benefit, covering their Units, any Residential Limited Common Elements appurtenant thereto, provided that all such policies shall contain waivers of subrogation, if available, and further provided that the liability of the carriers issuing insurance

obtained by the Condominium Board shall not be affected or diminished by reason of any 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 shall state that (a) it is made only as agent for all Unit Owners, and the Condominium Board members or Managing Agent shall have no personal liability thereon (except in their capacities as Unit Owners) and (b) the liability of any Unit Owner with respect to such contract shall be limited to (i) such proportionate share of the total liability as the Common Interest of such Unit Owner bears to the aggregate Common Interests of all Unit Owners, and (ii) to the extent permitted by Law, unless otherwise determined by the Condominium Board in its sole and absolute discretion, such Unit Owner's interest in such Unit Owner's Unit and its appurtenant Common Interest. To the extent permitted by Law, Condominium Board members shall have no liability to Unit Owners except with respect to liability for such member's own bad faith or willful misconduct or that of their guests, employees or agents. All Unit Owners shall jointly and severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify each Condominium Board member, against any liability or claim except those arising out of such member's own bad faith or willful misconduct or that of their guests, employees or agents. The Condominium Board may contract or effect any transaction with any Board member, any Unit Owner, Sponsor, Managing Agent, or any affiliate of any of them without incurring any liability for self-dealing except in cases of bad faith or willful misconduct.

Termination of Condominium

The Condominium shall continue and the Property shall not be subject to an action for partition (unless terminated by casualty loss, condemnation or eminent domain as provided in the By-Laws) until such time as the Property shall be withdrawn from the provisions of the Condominium Act as a result of the vote to do so of 100% of the Non-Residential Unit Owners and a minimum of 80% in number and in Common Interest of all Residential Unit Owners. Such vote shall not be effective, however, unless written consents are obtained from (a) the Permitted Mortgagees representing at least 51% of the Common Interest of all Units which are subject to Permitted Mortgages or by the Residential Mortgage Representatives, if any, and (b) Sponsor, until such time as Sponsor has conveyed title to all Units, provided that in no event shall Sponsor's consent be required more than 5 years after the First Closing. In the event of withdrawal, the Property shall be subject to an action for partition by any Unit Owner or any lienor, as if owned in common, in which case the net proceeds of the sale shall be divided among all Unit Owners in proportion to their respective percentage interest in the Common Elements after first applying the share of the net proceeds of such sale otherwise payable to any Unit Owner to the payment of any unpaid liens on such Unit Owner's Unit (other than mortgages which are not Permitted Mortgages), in the order of priority of such liens. The Condominium Board shall not be required to take any action to obtain the consent of Permitted Mortgagees as set forth herein other than the requirements set forth in Section 8.7 of the By-Laws.

Units Acquired by The Condominium Board

Including the Resident Manager's Unit which will be acquired by the Condominium Board on behalf of all Residential Unit Owners, all Units acquired or leased by the Condominium or their designees shall be held on behalf of all Unit Owners, and the rent or purchase price, closing costs and adjustments payable in connection therewith shall be assessed against all Unit Owners. No Units held by either the Condominium or the Condominium Board shall carry any voting rights.

The purchase of any Unit by the Condominium or its designee, on behalf of the Unit Owners, may be made from the funds deposited in the capital and/or operating accounts of the Condominium. If the funds in such accounts are insufficient to effectuate any such purchase, the Condominium Board, in compliance with the applicable provisions of the By-Laws, may levy an assessment against each Unit Owner, in proportion to

such Unit Owner's respective Common Interest, as a Common Charge, and/or the Condominium Board may, in its discretion, finance the acquisition of such Unit; provided, however, that any such assessment or financing may only be obtained when permitted by the By-Laws and that no such financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit to be purchased together with its appurtenant interests in the Common Elements.

Procedure to Review Real Estate Tax Assessments

The Condominium Board, on behalf of and as agent for all Residential Unit Owners will be authorized to commence, pursue and settle certiorari proceedings to obtain reduced real estate tax assessments with respect to Residential Units (other than Unsold Residential Units, as to which Sponsor reserves the right to pursue independent proceedings, at Sponsor's sole discretion). All affected Residential Unit Owners will share the costs in connection therewith and the benefits derived therefrom based on their respective Residential Common Interests. Notwithstanding the foregoing, any proceeds from tax certiorari proceedings for tax periods prior to the recording of the Declaration shall be the exclusive property of Sponsor.

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 Units and their respective Common Interests. Labor performed on, or materials supplied to, a Unit may not be the basis for a mechanic's lien against the Unit of a Unit Owner not expressly consenting to or requesting such work, except in the case of emergency repairs. No labor performed on, or materials furnished to, the Common Elements (or Residential Common Elements or Residential Limited Common Elements) shall be the basis for a lien thereon but all Common Charges received by the Condominium Board shall constitute trust funds for the purpose of paying the cost of labor performed or materials furnished at the request or with the consent of the Condominium Board or Managing Agent for the Common Elements.

Easements and Name of Condominium

In order to facilitate the operation and maintenance of the Building and the sale or leasing of Units therein, each of the Units will be subject to certain easements including easements in favor of Sponsor, the Non-Residential Unit Owners, other Unit Owners and the Condominium Board. These easements, which are more particularly set forth in the Declaration, include an easement of support and necessity in favor of all other Units and the Common Elements, and an easement in favor of each Unit Owner to use, 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 normal conduct of business of the tenants and occupants of the Units for their permitted purposes. In addition, Sponsor and the Non-Residential Unit Owners and the Non-Residential Unit Owner's tenants, invitees, contractors, agents, licensee, occupants and the holder of any mortgages on the Non-Residential Units shall have easements (without the consent of the Condominium Board and without charge or fee) (i) for ingress and egress through the General Common Elements and the Residential Common Elements for the sole purpose of accessing any portion of the Non-Residential Units or any portions of the Building servicing the Non-Residential Units, (ii) to erect, use, lease, license, maintain, repair, replace and operate antennae, satellite dishes and other communications equipment on any part of the Non-Residential Units and on the roofs and façade of the Building which are General Common Elements (and with respect to Sponsor only, on the Residential Common Elements) and to utilize any risers, conduits, piping, cables, ducts and electrical panel rooms, telephone/cable panels and rooms in connection therewith, including the exclusive right to lease or license such facilities and to receive rent or other consideration for such lease or license. Sponsor and the Non-Residential Unit Owners shall be entitled to utilize such easement for their own account or the account of any tenants or licensees of Sponsor and/or the

Non-Residential Unit Owners, as the case may be except that the Non-Residential Unit Owner's use of such telecommunications equipment shall only be for purposes of servicing Permitted Users of the Non-Residential Unit; and (iii) to install, maintain, use, repair, and replace pipes, risers, ducts, flues and equipment necessary for providing heat, air-conditioning, exhaust or ventilation on any part of the Non-Residential Units and on the roofs and façade of the Building and on General Common Elements (and with respect to Sponsor only, on the Residential Common Elements).

In addition, Sponsor shall have an easement to erect, maintain, repair and replace lights and lighting fixtures and any sign permitted by Law on the Property (including, but not limited to, the exterior walls of the Building) for the purpose of advertising the sale of any Residential Unit, Non-Residential Unit or portion thereof, the leasing of space in any Unit and the operation of any business of a Non-Residential Unit Owner or tenant or occupant of any portion of a Unit.

The name of the Condominium and the Building shall be designated in the Declaration. Any and all rights and interests appurtenant to such name, if same exist, are owned and controlled by Sponsor. Similarly, any and all obligations and liabilities appurtenant to such name shall be the sole responsibility and obligation of Sponsor. For so long as Sponsor owns any Units in the Building only Sponsor shall have the right to change the name of the Condominium and/or the Building, and such right may be exercised by Sponsor at any time without the vote or consent of the Condominium Board or Unit Owner.

The Declaration and By-Laws

A copy of the proposed Declaration and a copy of the proposed By-Laws are set forth in Part II of the Plan. A prospective Purchaser should read the Plan in its entirety including the Declaration and By-Laws.

Amendments

Generally, subject to certain exceptions concerning, among other things, Sponsor, the Non-Residential Unit Owners, and any Development Rights Owner, solely with respect to utilization, sale or transfer of Excess Development Rights, any provision of the Declaration, By-Laws or Residential Rules and Regulations affecting (i) General Common Elements or all of the Unit Owners may be amended, modified, added to or deleted by affirmative vote of Unit Owners owning at least 66 2/3% in number and in aggregate Common Interests, (ii) the Residential Common Elements or all Residential Unit Owners may be amended, modified, added to or deleted by the affirmative vote of Residential Unit Owners owning at least 66 2/3% in number and in aggregate Residential Common Interest, provided, however, that (a) the percentage of Common Interest appurtenant to each Unit may not be altered without the written consent of all Unit Owners directly affected thereby; (b) no amendment, modification, addition or deletion shall be effective in any way (i) without the prior written consent of Sponsor or an Owner of an Unsold Residential Unit or the holder of any present or future mortgage, pledge, or other lien or security interest covering any Unsold Residential Unit ("Secured Party"); (ii) against a Non-Residential Unit Owner and/or a Non-Residential Unit without the prior written consent of the affected Non-Residential Unit Owner; where such amendment, modification, addition or deletion of or to the By-Laws, the Declaration or the Residential Rules and Regulations attempts to (x) modify the permitted uses of the Building or any portion thereof; or (y) affects the rights, privileges, easements, licenses or exemptions granted to Sponsor or an Owner of an Unsold Residential Unit or such Non-Residential Unit Owner; or (z) otherwise adversely affects Sponsor or its designee or an Owner of an Unsold Residential Unit, a Non-Residential Unit Owner, a Secured Party, or a Permitted Mortgagee of a Non-Residential Unit Owner; or (iii) without the prior written consent of a Development Rights Owner's where such amendment, modification, addition or deletion to By-Laws, the Declaration or the Residential Rules and Regulations affects the utilization, sale or transfer of the Excess Development Rights.

REAL ESTATE TAXES

Each Unit will be taxed as a separate tax lot for real estate tax purposes, and no Unit Owner will be responsible for payment of, nor will the Unit be subjected to, any lien arising from the nonpayment of real estate taxes on other Units. Generally, Units may not be separately assessed until the tax year following the tax year in which the Declaration is recorded. Until the Units are separately assessed and billed, each Unit Owner shall pay such Unit Owner's pro rata share (in the proportion that such Unit Owner's Unit's Common Interest bears to the aggregate Common Interest of all Units) of all real estate taxes with respect to the Property to the Condominium as Common Charges.

The New York City real estate taxes for the First Year of Condominium Operation (January 1 to December 31, 2014), which have been estimated by Sponsor's real estate tax counsel, Stroock & Stroock & Lavan LLP, to be as follows based upon their estimated assessed valuations and tax rates: Residential Units (aggregate) $933;523; Non-Residential Units (aggregate): $225, 339. No representation is made or assurance given as to what the actual tax rate or assessed valuation will be for such period. The tax rate and assessed valuations for the current and two preceding tax years are as follows:

Tax Year	Tax Rate per $100 of Assessed Valuation	Transition Assessed Valuation	Actual Assessed Valuation	Taxable Value	J51 Abatement	Annual Real Estate Tax
2011/2012	$13.433	5,651,070	8,006,850	5,651,070	25,767	975,568
2012/2013	$13.181	6,549,030	8,254,800	6,549,030	25,767	837,461
2013/2014*	$13.247	7,559,010	9,473,400	7,559,010	25,767	975,568

*The information set forth above for the 2013/2014 tax year is based upon an estimated tax rate.

As more fully explained in the Real Estate Tax Projection Opinion of Sponsor's Real Estate Tax Counsel set forth in Part II of the Plan, New York Law provides that the aggregate of the assessment of the Units plus their Common Interests shall not exceed the total valuation of the Property were the Property assessed as one parcel.

The estimated real estate taxes for each Residential Unit for the projected First Year of Condominium Operation assumes that the amount of real estate taxes payable with respect to each Unit will be levied in the proportion that its Common Interest bears to the Common Interests of all of the Residential Units. There is no assurance that the New York City taxing authority will allocate taxes among Units in proportion to their respective Common Interests. New York City has used other methods of allocation in the past and may do so again in the future. If real estate taxes are so allocated by other methods, Owners of Units having the same Common Interest may pay different amounts of real estate taxes. Until the Units are separately assessed, the Condominium Board or Sponsor, as the case may be, will pay all real estate taxes with respect to the Property and will allocate and charge the cost thereof among all Unit Owners in proportion to each Unit's percentage interest in the Common Expenses. Once the Units are separately assessed, each Unit will be taxed as a separate tax lot and no Unit Owner will be responsible for the payment of, nor will any Unit be subject to any lien arising from the non-payment of taxes on any other Unit.

See the Sections of the Plan entitled "Income Taxes – Deductions to Residential Unit Owners and Tax Status of the Condominium" and "Attorney's Income Tax Opinion" for a discussion concerning the deductibility of real estate taxes and mortgage interest payments paid with respect to a Residential Unit.

The projected income tax deduction for real estate taxes may vary in future years due to changes in real property taxes resulting from the expiration of real estate tax benefits, if any, or from changes in the assessed value, the tax rate or the method of assessing real property

Section 581 of the Real Property Tax Law provides that real property owned on a condominium basis shall be assessed for real estate tax purposes at a sum not exceeding the assessment which would be placed thereon if the Property were not owned on a condominium basis.

Section 339-y of the Condominium Act provides that the aggregate of the assessments of the Units, plus their interests in the Common Elements, shall not exceed the total valuation of the Property as if it were assessed as one parcel.

No representation is made or warranty given as to: (a) whether or not there will be (i) a further increase or decrease in the assessed valuation of the Property during the five year phase-in period, (ii) an increase in the tax rate, or (iii) an increase or decrease in the assessed valuation of the Property by reason of the conversion of the Property to condominium ownership or (b) the method of determining the assessed valuation, or (c) the amount of any increase or decrease in the assessed valuation of the Property; or (d) the allocation among the Units of the assessed valuation.

SPONSOR MAKES NO REPRESENTATION THAT THE ASSESSED VALUE OF THE PROPERTY OR THE TAX RATE WILL NOT BE CHANGED.

The By-Laws provide that the Condominium is entitled to execute and deliver documents necessary in connection with proceedings to obtain reduced real estate tax assessments with respect to Residential Unit Owners, for the benefit and on behalf of (i) all Residential Unit Owners (excepting Sponsor if Sponsor elects not to be included), or (ii) for individual Residential Unit Owners, provided that each such Residential Unit Owner indemnifies the Condominium from and against all claims, costs and expenses (including, without limitation, reasonable attorneys' fees) resulting from such proceedings.

REAL ESTATE TAX ABATEMENT BENEFITS (J-51)

As more fully explained in the Real Estate Tax Projection Opinion of Sponsor's Real Estate Tax Counsel set forth in Part II of the Plan, the Property is currently receiving partial real estate tax abatement benefits under the J-51 abatement program pursuant to New York City Administrative Code Section 11-243 ("J-51 Abatement"). Sponsor anticipates but does not represent or guarantee that the Residential Units will continue to qualify for the J-51 Abatement. If the Residential Units do not continue to qualify for the J-51 Abatement, Purchasers will have no right to rescind their Purchase Agreements even though the J-51 Abatement would not be available to the Residential Units. In connection with HPD's enforcement of the J-51 Abatement program, all prospective Purchasers are advised that HPD may conduct an audit which may result in a revocation of the J-51 Abatement if all documents required to be filed with HPD are not so filed or if the real estate taxes are not paid for one or more years.

Sponsor will (i) keep all records required by HPD and make such records available to HPD whenever requested by HPD to do so, (ii) in a timely fashion file all applications required to be submitted to HPD in connection with the J-51 Abatement, and (iii) otherwise comply with all procedures required by HPD to properly maintain the J-51 Abatement. In addition, Sponsor will make available to the Condominium Board all J-51 Abatement documents for inspection and copying for so long as the Residential Units receive any J-51 Abatement.

Purchasers should note that increases in a property's assessed valuation resulting from changes in its market value (other than changes resulting from new construction or alteration of an existing improvement) are phased in over 5 fiscal tax years in annual increments of 20% each. Any further increase in assessed valuation during such 5 year period resulting from a still higher market value is similarly phased in over an additional 5 year period from the date of such increase. The full increased assessed valuation targeted to be in effect after the end of the 5 year period is called the "actual" assessed valuation, and the amount of the incremental assessed valuation upon which taxes are actually computed for each fiscal tax year during such 5 year period is called the "transitional" assessed valuation.

Purchasers should note that the real estate taxes that will be payable by the Residential Unit Owners for future years will vary in accordance with the amounts of the Residential Unit's assessed valuation (transitional and actual) and of the real estate tax rate. In this regard, prospective Purchasers should note that, assuming the partial abatement from real estate taxes pursuant to the J-51 Abatement is maintained, the real estate taxes payable by the Residential Unit Owners will in any event increase after the 2017/2018 fiscal year (i.e., after June 30, 2018), when the J-51 Abatement is expected to have been fully utilized.

Neither Sponsor, Sponsor's Attorney, Sponsor's Real Estate Tax Counsel, Selling Agent, Managing Agent, nor any other Person makes any warranty that the J-51 Abatement will not be reduced or revoked, or as to the amount of real estate taxes which will be assessed against any Residential Unit, or the amount of real estate taxes payable at any time by any Residential Unit Owner or that the Department of Finance will allocate J-51 Abatement benefits among all of the Residential Units. Purchasers should refer to the Real Estate Tax Projection Opinion of Sponsor's Real Estate Tax Counsel set forth in Part II of the Plan for further details concerning the assessed valuation of the Property and the estimated real estate taxes for the Property during the J-51 Period.

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 or the actual amount of any J-51 Abatement.

New York City Administrative Code Section 26-504 (c) provides that when a building has J-51 Benefits, if each lease and lease renewal for a Residential Unit includes a notice informing the tenant that the Residential Unit will be subject to deregulation upon the expiration of the J-51 Benefits and the approximate date on which the J-51 Benefits are scheduled to expire, the Residential Unit will be deregulated upon the expiration of the J-51 Benefits, unless the Residential Unit would have been subject to rent-stabilization in the

absence of the receipt of J-51 Benefits. With respect to Residential Units that are rent-stabilized solely by reason of the receipt of J-51 Benefits, if no such notice is included in each lease and lease renewal, such Residential Unit will remain rent-stabilized and protected from deregulation under the High Rent Deregulation Provisions until the occurrence of the first vacancy of such Residential Unit after the J-51 Benefits are no longer being received. With respect to Residential Units that were rent-stabilized before the receipt of J-51 Benefits, it could be argued that if no such notice was included in each lease and lease renewal, protection from deregulation under the High Rent Deregulation Provisions will continue for such Residential Units until the occurrence of the first vacancy of such Residential Unit after the J-51 Benefits are no longer being received.

In October, 2009, the New York State Court of Appeals ruled in the case entitled *Roberts v. Tishman Speyer Properties, L.P.*,13 N.Y.3d 270;890 N.Y.S.2d 388 (2009) ("Roberts"), that during any period a building is receiving J-51 real estate tax benefits ("J-51 Benefits"), rent-stabilized tenants, whether they were rent-stabilized before the Building's receipt of J-51 Benefits, or became rent-stabilized as a result of the Building's receipt of J-51 Benefits, are not subject to deregulation under the high-rent deregulation provisions of the Rent Laws ("High Rent Deregulation Provisions"). Prospective Purchasers of occupied Unsold Units and tenants should consult with their attorneys to determine their rights and obligations under the leases and applicable rent laws, including, but not limited to, their respective rights and obligations regarding deregulation under the High Rent Deregulation Provisions.

In *REBIBO, et. al. v. Axton Owner LLC,* (Supreme Court of the State of New York, County of New York), Index No. 105995/2010, certain tenants in 2011 filed a putative Consolidated Class Action ("Consolidated Complaint") against Sponsor. The Consolidated Complaint alleges a violation of the Rent Stabilization Law for unlawfully charging market rents for luxury decontrolled units, while receiving J-51 Benefits. The Consolidated Complaint seeks unspecified damages, interest, attorneys' fee, costs and disbursements as well as declaratory relief. On January 18, 2012 the Court denied Sponsor's motion to dismiss the Consolidated Complaint. On October 11, 2012, the court granted Plaintiffs' renewed motion for class certification. The certified class includes all persons who are or were residential tenants in the Building and were charged, and/or continue to be charged, market-rate rents during the period in which Sponsor was participating in the J-51 Benefits program. On November 23, 2012, Sponsor filed a Notice of Appeal from the order granting Class Certification.

Although class action litigation is inherently unpredictable and subject to significant uncertainties, Sponsor believes this action is without merit and intends to vigorously defend the action. Nevertheless, the resolution of this litigation could result in payment by Sponsor to eligible members of the class. Sponsor presently believes that its ability to fulfill its obligations under the Offering Plan, including its obligations with respect to Non-Purchasing Tenants, will not be affected by the outcome of the litigation.

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 Units as a personal residence was prepared by Sponsor based, in part, upon the Attorney's Income Tax Opinion prepared by Stroock & Stroock & Lavan LLP, tax counsel to Sponsor ("Tax Counsel"), a copy of which is set forth in Part II of this Plan.

STROOCK & STROOCK & LAVAN LLP IS TAX COUNSEL TO SPONSOR AND NOT THE UNIT OWNERS. TO ENSURE COMPLIANCE WITH REQUIREMENTS IMPOSED BY THE IRS IN CIRCULAR 230, ALL UNIT OWNERS, POTENTIAL UNIT OWNERS AND THE CONDOMINIUM ARE HEREBY INFORMED THAT (I) ANY TAX ADVICE CONTAINED IN THIS PLAN AND/OR THE ATTORNEY'S INCOME TAX OPINION IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE PURPOSE OF AVOIDING PENALTIES UNDER THE INTERNAL REVENUE CODE, (II) THE ADVICE IS WRITTEN TO SUPPORT THE PROMOTION OR MARKETING OF THE TRANSACTIONS OR MATTERS ADDRESSED IN THE PLAN, AND (III) EACH UNIT OWNER, EACH POTENTIAL UNIT OWNER, AND THE CONDOMINIUM SHOULD SEEK ADVICE BASED ON ITS PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

Deductibility of Mortgage Interest and Real Estate Taxes

Each Residential Unit Owner will own such Unit Owner's Residential Unit and its appurtenant interest in the Common Elements in fee simple and each Residential Unit will be a separate tax lot for purposes of New York City real estate taxes and assessments. Since each Residential Unit Owner will own such Unit Owner's Residential Unit in fee simple, the owner may mortgage such Unit and become individually liable for the payment of the principal and any finance charges or interest on such mortgage indebtedness.

It is the opinion of Tax Counsel that a Residential Unit Owner who uses such Unit Owner's Residential Unit as a personal residence and itemizes such Unit Owner's deductions will, under present Law, for Federal, New York State and New York City income tax purposes, be entitled to a deduction for mortgage interest and real estate taxes in the year paid in the case of cash basis taxpayers or accrued in the case of other taxpayers, subject to certain exceptions and limitations which are more particularly discussed in the Attorney's Income Tax Opinion. Purchasers should note that mortgage interest is deductible generally only with respect to (1) secured debt used to acquire or substantially improve a principal or second residence (up to a total indebtedness of $1 million), plus (2) other debt (not in excess of $100,000) secured by a principal or second residence. Interest on home mortgage debt in excess of those limitations would not be deductible. Special limitations also apply with respect to the deductibility of points and other prepaid interest, if any, on the mortgage debt and may apply to the overall allowance of itemized deductions.

Taxation of the Condominium

If the Condominium meets the requirements for qualification as a "homeowners association," under Section 528 of the Internal Revenue Code, which requirements are discussed in the Attorney's Income Tax Opinion, it may elect not to be subject to Federal income tax on amounts received as membership dues, fees or assessments from 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, such as income from assessments from Commercial Unit Owners and interest earned on any reserve funds (less expenses directly connected with the production of such income).

Sponsor anticipates that the Condominium will not qualify as a homeowners association. If the Condominium does not qualify as a homeowners association, or if it does but chooses not to make the election noted above, the present state of the law is uncertain as to the tax treatment of any income of the Condominium in excess of appropriate deductions and credits. As discussed in the Attorney's Income Tax Opinion, the tax authorities may take the position that the Condominium is a separate taxable entity and that some or all of such income (including the nonmembership, and possibly membership, income described above less expenses related to such income) is subject to Federal corporate income tax, New York State Corporation Franchise Tax and New York City Corporate Franchise or Unincorporated Business Tax. Alternatively, it is possible that some or all of such income might be reportable directly by the Unit Owners or otherwise treated. The tax treatment of the Condominium may be affected by certain United States Treasury Department regulations relating to entity classification. Schedule B, Budget for the First Year of Condominium Operation, does not contemplate any substantial income which might be taxable and accordingly does not budget any amounts for taxes for nonmembership or membership income.

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 Tax Counsel bases its opinion, will not change. In no event will Sponsor, Tax Counsel, Selling Agent, Managing Agent or any other Person connected with this offering be liable if at any time it is held that the Residential Unit Owners, or any of them, are not entitled to such income tax deductions. In addition, none of the aforesaid give any warranties with respect to the tax consequences of this Plan or the tax consequences of ownership of any Units offered under this Plan, and no one has been authorized to give any warranties.

WORKING CAPITAL FUND AND APPORTIONMENTS

Closing Apportionments

At the First Closing, Sponsor will apportion with the Condominium the following items as of midnight of the date preceding said Closing:

(1) employees' wages, vacation, sick and severance pay, health, pension, welfare and annuity benefits and accruals and all other payments or obligations relative to the employees of the Building;

(2) deposits with utility companies, if any, and fees for assignable permits and licenses, if any;

(3) charges for electricity and other utilities for the Common Elements;

(4) cost of fuel on hand (plus sales tax), if any;

(5) charges and receipts in connection with 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; and

(9) other customary adjustments.

If any of the foregoing items to be apportioned cannot be adjusted at the First Closing because they are not fully ascertainable, they shall be apportioned and adjusted to the extent reasonably possible at the First Closing, and final adjustment will be made as soon thereafter as the undetermined amounts are ascertained. Except as herein otherwise expressly provided, the customs in respect to title closings adopted by the Real Estate Board of New York, Inc., as amended, shall apply to apportionments and other matters herein mentioned. Closing apportionments in favor of Sponsor will be evidenced by an unsecured, interest-free promissory note in favor of Sponsor due and payable in full on a date which is 18 months following the First Closing ("Closing Apportionment Note"). The promissory note may be prepaid by the Condominium in full at any time or in part from time to time.

Working Capital Fund

On all initial sales of Residential Units by Sponsor and all resales by Residential Unit Owners, the Purchaser of each Residential Unit (other than Sponsor or an Owner of an Unsold Residential Unit) shall be required to make a non-refundable contribution at the Closing of such Residential Unit Owner's Residential Unit(s) to the working capital fund of the Building ("Working Capital Fund"). Such contribution shall be in an amount equal to 2 months' Residential Common Charges then in effect for such Residential Unit(s). Assuming all of the Residential Units closed title as of the First Closing and that there were no apportionments in favor of Sponsor, the Working Capital Fund would equal approximately $406,483 based upon the First Year's Budget.

The Working Capital Fund will be held and used for working capital, for closing costs and adjustments in connection with the purchase of the Resident Manager's Unit by the Condominium (on behalf of the Residential Unit Owners), or for such other appropriate purposes as will be determined by the Condominium Board and, accordingly, for this reason and due to the method of funding, 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. While Sponsor controls the Condominium Board (see the Section of the Plan entitled "Control By Sponsor"), the Working Capital Fund will not be used to reduce estimated Common Charges. While the Residential Members of the Condominium Board may assess Residential Common Charges to augment the Working Capital Fund, Sponsor may veto such action, but in no event beyond the 5th year after the First Closing.

In the event that capital expenditures for renewal or replacement of Building components or systems or to remedy major Building defects are needed, it may be necessary to increase Common Charges or make Special Assessments payable by Unit Owners who are responsible for the repair and replacement of the Common Element in need of such renewal, replacement or remedy. Alternatively, the Condominium Board may determine to seek financing from a bank or other lending institution for such expenditures in accordance with the terms of the By-Laws and subject, in certain instances, to Sponsor and/or Unit Owner approval. In addition, pursuant to the By-Laws the Condominium Board is entitled to determine amounts for a reserve for replacements in establishing the annual budgets subject in certain instances to Sponsor approval. No representation or warranty is made that the Working Capital Fund will be, or is intended to be, adequate to cover current or future expenses, for the first or any subsequent year of condominium operation. Neither the Department of Law nor any other government agency has passed upon the adequacy of the Working Capital Fund.

RESERVE FUND

The New York City Council enacted Local Law 70 which amended Chapter 51 of the Administrative Code of the City of New York ("Reserve Fund Law"), the full text of which is set forth in Part II of the Plan. The Reserve Fund Law requires the sponsor of an offering plan for the conversion of a building from rental to condominium status to establish a reserve fund ("Reserve Fund") to be used exclusively for making capital repairs, replacements and improvements necessary for the health and safety of the residents of such building. The Reserve Fund shall be provided by Sponsor and shall be in addition to any Working Capital Fund established.

Sponsor shall, within 30 days after the First Closing, establish and transfer to the Condominium Board, a Reserve Fund in an amount equal to either:

(i) 3% of the sum of the cost of all Residential Units offered for sale pursuant to the Plan at the last price which was offered to tenants in occupancy of the Building prior to the Effective Date of the Plan regardless of the number of sales made ("Total Price"), or

(ii) (A) 3% of the actual sales prices of all Residential Units offered for sale pursuant to the Plan which are sold by Sponsor at the Effective Date, provided, however, that if such amount is less than 1% of the Total Price, then the Reserve Fund shall be established as a minimum of 1% of the Total Price; plus

(B) supplemental contributions to be made by Sponsor at a rate of 3% of the actual sales price of Residential Units for each Residential Unit held by Sponsor and sold to Bona Fide Purchasers subsequent to the Effective Date of the Plan and within 5 years of the First Closing notwithstanding that the total amount contributed may exceed 3% of the Total Price; and provided, further, that if 5 years from 30 days after the First Closing, the total contributions by Sponsor to the Reserve Fund are less than 3% of the Total Price, Sponsor shall pay the difference between the amount contributed and 3% of the Total Price. The supplemental contributions made under this subparagraph (B) shall be made within 30 days of each sale of a Residential Unit under the Plan.

The Reserve Fund may not be reduced by closing apportionments but Sponsor may receive credit against the mandatory initial contribution for the actual cost of capital replacements begun after the Plan is submitted for filing to the Department of Law and before the Plan is declared effective. Such credit may not exceed the lesser of the actual cost of the capital replacements or 1% of the Total Price. The Plan will be amended to disclose any items to be replaced and the actual or estimated cost thereof. See the Section of the Plan entitled "Rights and Obligations of Sponsor" under the subsection "Sponsor's Undertaking with Respect to Certain Improvements and Replacements to the Common Elements."

The exact amount of the Reserve Fund under the Reserve Fund Law cannot be determined until the First Closing since it depends on which option Sponsor chooses under the Reserve Fund Law. Under no circumstances will the Reserve Fund be less than 2% of the Total Price. No Purchaser will be entitled to rescind his Purchase Agreement solely because the actual amount of the Reserve Fund is less than the estimated amount.

The Reserve Fund Law also requires Sponsor not later than the 30th day following the Filing Date of the Plan and until the First Closing to post and maintain in a prominent place accessible to all tenants in the Building a list of all violations of record against the Building as determined by the Department of Buildings and the Department of Housing Preservation and Development. All newly issued violations must be posted within 48 hours of their issuance or will be made available by the Resident Manager at the Building for inspection by the tenants.

In the event that at any time prior to the First Closing, the Reserve Fund Law is repealed, Sponsor will not be obligated to comply with its requirements and may not provide a Reserve Fund. In such event, all Purchasers will be given 15 days after receipt of an amendment disclosing such repeal of the Reserve Fund Law to rescind their Purchase Agreements and be refunded all monies paid thereunder. In the event that on or after the First Closing, the Reserve Fund Law is repealed, Sponsor agrees to comply with its requirements as set forth in the Plan notwithstanding such repeal.

No assurance can be given that the Reserve Fund will be adequate to pay for the replacement of capital items, and if additional monies are required over and above the Reserve Fund, it may be necessary to increase Common Charges or levy a Special Assessment against the Unit Owners. While Sponsor is in control of the Condominium Board, the Reserve Fund may only be used for capital expenditures and replacements and may not be used to reduce Common Charges.

THE PROPERTY IS BEING OFFERED IN ITS CURRENT CONDITION "AS IS," WITH NO REPRESENTATIONS OR UNDERSTANDINGS EXCEPT AS EXPRESSLY SET FORTH HEREIN. SPONSOR OR THE SELLING AGENT WILL HAVE NO OBLIGATION TO MAKE ANY REPAIRS OR IMPROVEMENTS EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THE PLAN OR REQUIRED BY LAW. NEITHER THE DEPARTMENT OF LAW NOR ANY OTHER GOVERNMENTAL AGENCY HAS PASSED UPON THE ADEQUACY OF THE RESERVE FUND OR UPON THE PHYSICAL CONDITION OF THE BUILDING.

MANAGEMENT AGREEMENT

At the First Closing, the Condominium will enter into a Management Agreement with Grenadier Realty Corp. ("Managing Agent") with an office at 1230 Pennsylvania Avenue, Brooklyn, New York 11239. The Managing Agent is affiliated with Sponsor.

The Management Agreement shall commence as of the First Closing ("Commencement Date") and shall continue for a three (3) year term. The Condominium Board may not terminate the Management Agreement during such period except on the grounds of Managing Agent's gross negligence or willful misconduct. The Managing Agent will receive an annual fee of $160,000 payable in equal monthly installments. In addition, move-in/move-out fees and refundable move-in/move-out fees may be required of each Residential Unit Owner or tenant other than Sponsor and Owners of Unsold Units. The deposits may be retained by the Condominium in the event a Residential Unit Owner, a tenant or their agents damages the Common Elements during the move. The Managing Agent may charge Residential Unit Owners other than Sponsor or Owners of Unsold Residential Units fees for processing alteration agreements, and processing applications to sell, lease, finance or transfer Residential Units and obtaining necessary waivers of the right of first refusal by the Condominium Board. The management fee charged by Managing Agent may be higher than management fees charged by other managing agents managing comparable buildings in Manhattan. Please refer to "Schedule B – Projected Budget for First Year of Condominium Operation" for further details.

The duties and services to be rendered by Managing Agent include, among others:

(1) billing and collecting Common Charges payable by Unit Owners;

(2) causing the Common Elements to be maintained, repaired and altered in the manner deemed advisable by the Condominium Board;

(3) contracting for necessary services and repairs and purchasing all supplies necessary to properly maintain and operate the Condominium and its Common Elements;

(4) checking all bills received in connection with the maintenance and operation of the Common Elements and causing all such bills and other expenses to be paid;

(5) supervising, hiring and discharging employees necessary for the proper maintenance and operation of the Building;

(6) rendering monthly statements of receipts and disbursements to the Condominium Board or other designated entity, upon request;

(7) maintaining payroll records and filing withholding tax statements for employees;

(8) maintaining accurate sets of books for the Condominium Board;

(9) cooperating with the Condominium Board's accountants in preparing and submitting annually to the Condominium Board an operating budget of the anticipated income and expenses for the ensuing year;

(10) attending meetings of the Condominium Board and Unit Owners, and preparing agendas and sending notices relating to such meetings;

(11) causing to be obtained and maintained insurance for the Condominium in amounts deemed advisable by the Condominium Board;

(12) processing applications of Residential Unit Owners for permission to alter the Residential Units (for which a separate fee will be charged to the Residential Unit Owner other than Sponsor or Owners of Residential Units);

(13) processing applications of Residential Unit Owners for waivers of the right of first refusal (for which a separate fee will be charged to the Residential Unit Owner other than Sponsor or Owners of Residential Units); and

(14) generally, doing all things deemed reasonably necessary or desirable by the Condominium Board for the proper management of the Condominium.

Notwithstanding anything to the contrary set forth above, Managing Agent's responsibility under the Management Agreement shall not extend to supervising or managing major capital renovations or major capital improvements, unless specifically agreed upon in writing by the parties and unless Managing Agent receives an additional fee therefore.

The Managing Agent, at the expense of the Condominium, will be insured during the term of the Management Agreement under a crime insurance policy in favor of the Condominium for any loss resulting from fraudulent or dishonest acts committed by Managing Agent, its directors, officers or employees.

The Condominium Board shall be obligated to reimburse Managing Agent for expenses incurred and to indemnify Managing Agent against liability for acts properly performed by Managing Agent pursuant to the Management Agreement.

IDENTITY OF PARTIES

Sponsor

Sponsor is Axton Owner LLC, a limited liability company organized under the laws of the State of Delaware and authorized to do business in New York, whose sole member is Axton LLC, a Delaware limited liability company, whose sole member is Starrett Companies LLC. Sponsor maintains an office at 70 East 55th Street, New York, New York 10022 ("Sponsor"). The individuals actively participating in this offering are the officers of Sponsor: Stephen Salup, President; Peter Gray, Vice President and Treasurer; and Joshua Siegel, Vice President. These individuals have been involved in the ownership and operation of numerous parcels of real estate in and around the New York City area for more than twenty years and have not been principals of the Sponsor of other condominium or cooperative offering plans, except that Stephen Salup and Peter Gray were principals of Leader House Associates, L.P., Sponsor of the condominium offering plan for The 100 West 93 Condominium, 100 West 93rd Street, New York, NY, filed February 13, 2006. These principals are current in their financial obligations with respect to that project. In connection with the preparation and presentation of this Plan, Sponsor has also consulted with Pembroke Metro Management LLC, a Delaware limited liability company (the principals of which are Lawrence J. Cohen and Jay D. Chazanoff) which otherwise provides management /consulting services to Starrett Companies LLC and which maintains an office at 70 East 55th Street, New York, New York 10022.

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.

Attorneys for Sponsor

Sponsor has retained the law firm of Starr Associates LLP, having an office at 245 Fifth Avenue, Suite 1102, New York, New York 10016 to represent it in connection with the Plan and to serve as Escrow Agent. Jane Rosenberg, Esq. participated in and supervised the preparation of the Plan. Starr Associates LLP will serve as Escrow Agent and will represent Sponsor in connection with matters relating to the sale and closing of Residential Units.

Sponsor has retained the law firm of Stroock & Stroock & Lavan LLP, having an office at 180 Maiden Lane, New York, New York to prepare the Income Tax Opinion for the Condominium and Unit Owners.

Sponsor has retained the law firm of Stroock & Stroock & Lavan LLP, having an office at 180 Maiden Lane, New York, New York 10038, to provide the Real Estate Tax Projection Opinion set forth in Part II of the Plan under the direction of Glenn Borin.

Selling Agent

Corcoran Group Marketing, having an address at 888 Seventh Avenue, 39th Floor, New York, NY 10106 will be Sponsor's Selling Agent for the Residential Units. Corcoran Group Marketing is a licensed real estate brokerage firm. Corcoran Group Marketing has no financial interest in the Property, Sponsor, the managing agent or any other interested parties in this transaction, except for its fee for services rendered.

There have been no prior felony convictions against Corcoran Group Marketing, or any principals of Corcoran Group Marketing and no prior convictions, injunctions and judgments against Corcoran

Group Marketing or any principals of Corcoran Group Marketing that may be material to the Plan or an offering of securities generally that occurred within fifteen (15) years prior to the submission of the Plan.

Managing Agent

Managing Agent for the Condominium will be Grenadier Realty Corp., having an office at 1230 Pennsylvania Avenue, Brooklyn, New York 11239. The principals of the Managing Agent are affiliated with Sponsor. Managing Agent is a real estate and management firm that has managed numerous multiple dwellings in the New York City metropolitan area, including the condominium at 100 West 93rd Street, New York, NY and the Manhattan rental properties at 600 Columbus Avenue, 175 West 87th Street, 257 Clinton Street, 265-275 Cherry Street, 345 West 50th Street, 65 West 96th Street, 414-24 West 48th Street and 328-226 West 53rd Street, as well as the property which is the subject of this Plan.

There have been no prior felony convictions of Managing Agent, or any principals of Managing Agent, and no prior convictions, injunctions and judgments against Managing Agent, or any principals of Managing Agent 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.

Construction Professionals

Sponsor has retained WASA/Studio-A ("WASA") as the Architect/ Engineer in connection with the renovation/construction of the Building and the preparation of the Description of Property and Building Condition contained in Part II of this Plan and the Floor Plans which will be filed with the New York City Tax Map Unit as required in order to create the Condominium. WASA has an office at 740 Broadway, New York, New York 10003. WASA's examination of the physical condition of the Building has resulted in its report and Certification which is set forth in Part II of the Plan. WASA was established in 1889 and maintains a professional staff of approximately 50 architects and engineers. WASA provides a wide variety of construction related services to national and international clients, including architectural preservation, interior design, engineering and condition assessment documentation. WASA has worked on many Manhattan projects including, the Guggenheim Museum at 1071 Fifth Avenue; The Baryshnikov Theater at 450 West 37th Street; Grand Central Station at 42nd Street and Lexington Avenue; Mount Sinai Hospital at 1190 Fifth Avenue; and the Fashion Institute of Technology, CUNY dormitory at 406 West 31st Street.

Condominium Budget Expert

Sponsor has engaged Penmark Management LLC, having an address at 770 Lexington Avenue, 7th Floor, New York, NY 10065 as Sponsor's Budget Expert. The Budget Expert estimated all amounts of income and expenses in "Schedule B - Estimated Budget for Projected 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.

Related Parties

Sponsor and its principals have no affiliation with Selling Agent, Sponsor's Attorneys, the Architects/Engineers or the Budget Expert, the Construction Professionals, or any person or firm who will provide services to the Condominium subsequent to the First Closing, except for the Managing Agent. Neither the Condominium Budget Expert, the Construction Professionals nor the Attorneys have any financial interest in the Property, the Units, the Condominium, or this offering, except for their fees for services rendered.

No Pre-Sales

Neither Sponsor nor its principals have entered into contracts or agreements, written or oral, or accepted Deposits or advances of funds for the purchase of Units as of the Filing Date of the Plan.

Service of Process

The Secretary of State of the State of New York has been designated to receive service of process on Sponsor and those principals of Sponsor who reside outside the State of New York.

SPONSOR'S PROFIT

Sponsor expects to sell many Residential Units at full market value (to other than Tenant Purchasers) from time to time as they become vacant and to generate substantial profits therefrom. The exact profit to be realized by Sponsor cannot now be determined and may increase or decrease substantially depending upon variable factors such as the uncertainty of future market conditions including the availability and cost of money, the length of time required to sell the Residential Units, losses or expenses arising from obligations assumed or waived by Sponsor under this Plan and other contingencies.

REPORTS TO UNIT OWNERS

It is the obligation of the Condominium Board to give Unit Owners annually:

(1) a financial statement of the Condominium prepared by a certified public accountant within approximately 5 months after the end of each fiscal year.

(2) prior notice of the Annual Unit Owner's meeting.

(3) a copy of the annual budget of the Condominium.

DOCUMENTS ON FILE

In accordance with Section 352-e(a) of the New York General Business Law, copies of the Plan and Parts A, B, C, and D of the Exhibits delivered to the Department of Law containing all exhibits or documents referred to herein shall be available for inspection (without charge) and for copying (at a reasonable charge) by prospective Purchasers and by any person who shall have purchased a Unit offered under the Plan, at the office of Selling Agent during weekday business hours and shall remain available for such inspection and copying for a period of 6 years from the First Closing. In addition, a set of the Floor Plans showing the layout, locations and approximate dimensions of each Unit and its unit number designation and tax lot number, certified by the appropriate governmental authority of The City of New York as conforming to the official tax lot number for each such Unit, will be filed with the City Register's Office when the Declaration is recorded, and an additional set will be furnished to the Condominium Board.

The Declaration and the By-Laws will be recorded in the City Register's Office. All deeds conveying, and all mortgages covering, individual Units will also be recorded in such office.

GENERAL

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 form of Declaration, form of By-Laws, form of Purchase Agreement, form of Unit Deed, form of Unit Power of Attorney and other documents (which forms may be revised prior to their recordation or the First Closing, as applicable) and Purchasers are urged to read the documents set forth in Part II of the Plan in their entirety. Statements made in Part I of the Plan as to the provisions of such documents or any other document referred to herein, copies of which are on file with Sponsor, are necessarily not complete. Each such statement is qualified in all respects by the contents of such documents and, in the case of any such document executed by or with the written consent of a Purchaser pursuant to the Plan, any rider or separate agreement changing or adding provisions to such document.

As discussed in the Section of the Plan entitled "Real Estate Tax Abatement Benefits," as of the Filing Date of the Plan, there is litigation pending with respect to J-51 benefits applicable to the Property. Sponsor presently believes that its ability to fulfill its obligations under the Offering Plan, including its obligations with respect to Non-Purchasing Tenants, will not be affected by the outcome of the litigation.

No party other than the respective Purchasers shall have any right or benefit herein or herefrom, including without limitation, the right to insist upon or enforce against Sponsor the performance of all or any of Sponsor's obligations hereunder and no such third party shall be deemed to have received any benefit as a result of any of the provisions of the Plan.

Sponsor reserves the right, from time to time prior to the First Closing, upon amendment to the Plan, without obtaining the consent of Purchasers or others, to substantially revise the terms and conditions upon which the Residential Units are to be sold, including changes affecting the rights, obligations and liabilities of Sponsor, the Purchasers and/or prospective Purchasers under the Plan. However, Sponsor may not unilaterally cancel a Purchase 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 Purchase 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 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 date of presentation of said amendment. Escrow Agent shall promptly return any Deposit, together with any interest thereon, to Purchasers who rescind, except that Escrow Agent shall return to Sponsor the Deposit (and any interest thereon) of any Purchaser who is in default under the Purchase Agreement beyond any applicable grace period.

In accordance with the provisions of the laws of the State of New York, neither Sponsor nor any selling agent engaged by Sponsor will discriminate against any person in the sale of Residential Units offered by the Plan or in the leasing of any such Residential Units because of such person's sex, race, creed, color, national origin, marital status, age, disability or any other ground proscribed by Law.

Unless the context otherwise requires, words used in the singular in Part I of 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. To the best of Sponsor's knowledge, the Property has not been the subject of any prior public offerings.

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 or as of the Filing Date of the Plan.

SPONSOR'S STATEMENT OF BUILDING CONDITION

Sponsor has exercised due diligence to obtain a detailed technical report on the condition of the Property as of a date contemporary with the Filing Date of the Plan. Sponsor is not an architect or engineer, but believes and hereby represents that the "Description of Property" and "Asbestos Report" with additional information by Sponsor if any, as set forth in Part II of the Plan, represent accurately the present Building condition. The firm preparing the "Description of Property" has no financial interest in the Property, Sponsor, the Condominium, Selling Agent, any affiliates thereof, or any other party interested in this transaction, except for the fee for services rendered.

Set forth in Part II of the Plan is a copy of the most recent Local Law 10/11 Report for the Property and copies of municipal violation searches. Sponsor will comply with all requirements promulgated thereunder, at Sponsor's expense.

Sponsor represents that it has no knowledge of any material defects or need for major repairs to the Building except as hereinafter set forth in the "Description of Property" and the municipal and violations search set forth in Part II of the Plan. The Buildings Department issued a Permanent Certificate of Occupancy No. 120971751 dated September 12, 2006 for the Building.

The Residential Units and their appurtenant Common Elements are being sold "as is" to Tenant-Purchaser in the condition in which they exist on the Filing Date of the Plan, subject to ordinary wear and tear and further subject to Sponsor's obligation to maintain the Building until the First Closing and further subject to Sponsor's obligation to make repairs, improvements or decorations as may be otherwise set forth in the Plan. Sponsor reserves all rights and easements necessary to perform the Sponsor's Redevelopment Work as set forth in the Plan, as may be amended from time to time.

Except as otherwise expressly provided in the Plan, Sponsor's obligation to make repairs in any Residential Unit shall cease upon the Closing of Title to such Residential Unit. Sponsor will, however, maintain and operate the Building until the First Closing in substantially the same manner and condition as on the Filing Date of the Plan (subject to ordinary wear and tear) except to the extent that Sponsor is precluded from so doing by acts of God, fire or other casualty, storm, strikes, lockouts, labor difficulties, acts of terrorism, riots, insurrection, inability to obtain materials, equipment or labor, governmental restrictions or any other acts over which Sponsor is reasonably unable to exercise control. If for any of the reasons set forth in the preceding sentence, other than fire or other casualty, Sponsor is prevented from so maintaining the Building and the Common Elements (or causing the same to be maintained), Sponsor shall make or cause to be made, within a reasonable period of time after such act ceases to exist, any repairs subsequent to the First Closing that it was obligated to make prior to the First Closing.

Under applicable Federal and local law, lead-based paint can no longer be used in the construction of a building. Under Federal Law, Sponsor must provide Purchasers with all available records and material pertaining to lead-based paint and/or lead-based hazards in the Building. Set forth as an Exhibit in Part II of the Plan is a HUD Lead Based Paint Free Certificate dated August 14, 2004 issued by Shaindel Environmental Consulting, Inc. The report on which the Certificate was based is available at the office of the Managing Agent. Sponsor will comply with applicable Law concerning the use of lead-based paint. Set forth as an Exhibit in Part II of the Plan is a copy of the booklet issued by the United States Environmental Protection Agency, EPA 747-K-95-001, which details certain information regarding lead-based paint. In accordance with the terms of the rider annexed to the Purchase Agreement, Purchasers have the right to inspect their Residential Units for the presence of lead-based paint. See the Purchase Agreement set forth in Part II of the Plan for further details.

PART II

CONDOMINIUM OFFERING PLAN

175 WEST 95 CONDOMINIUM
175 WEST 95TH STREET
NEW YORK, NEW YORK 10025

DESCRIPTION OF PROPERTY AND BUILDING CONDITION

HARRY SPRING PE, LEED™ AP
JACK ESTERSON AIA
JERRY PESSAH PE, LEED™ AP
PAMELA JEROME AIA, LEED™ AP

Architects Report, 733 Amsterdam Avenue, New York, NY
July 22, 2013
Description of Property and Building Condition Report

SITE OBSERVATION

WASA Studio-A is an architectural-engineering firm established in 1889, with a professional staff of approximately 50 architects and engineers. We provide a wide variety of construction related services to national and international clients, including architectural, preservation, interior design, engineering and condition assessment documentation.
The project observation was conducted by the WASA Studio A team of architects and engineers comprised of Mircea Calin, Irina Shalaeva, Iosif Ziberman, Alex Rempel and Marc Brisson. The observation took place on January and February 2013, and the walk-through incorporated a review of site improvements, building structural components as observable, building shell components, fire and life safety systems, plumbing, HVAC, electrical systems, and interior spaces, as well as a review of disabled-accessibility requirements.

PROPERTY DESCRIPTION:

The Property is a 27-story multi-family building rising above a one story base with commercial spaces including retail, community facility and parking facility which was completed in 1971. The property is located between 95th and 96th Street on Amsterdam Avenue, on the upper west side of Manhattan. The property comprises 229 residential units, being studio, one-, two-and three-bedroom. There are commercial spaces at grade along 96th Street and Amsterdam Avenue as well as a three level parking garage with two levels below grade and an entrance from 95th Street. There is a resident's community room on the second floor, which leads out to a terrace at the rear of the building. The laundry room is located in the cellar.
The site rises approximately 8' from the northwest to the southeast and is bordered on the north, south and west sides with public streets with concrete sidewalks and curbs. Tree pits and planters are located along the perimeter of the property. An entry plaza from the southwest corner of the property leads to the residential entrance that is centered on the west elevation where a stainless steel canopy extends to the sidewalk. An elevated terrace exists on the north, south and east, creating a base for the tower. The terrace is concrete paved with planters and benches which are aged and functionally obsolete. Metal gates prevent unauthorized access to the terrace. A valet parking garage which is accessed from 95th street is provided below the terrace and extends down to the sub-cellar level. Storm water flows by sheet flow to street gutters along the sidewalks and drains at the entry plaza and terrace.

(a) LOCATION AND USE OF PROPERTY

1) Address:
Currently: 721 - 739 Amsterdam Avenue
a/k/a 165 – 177 95th Street
a/k/a 168 – 174 96th Street
New York, NY 10025
(It is intended to apply for a new address at 175 west 95th Street for the Condominium)

2) Block and Lot Number:
Block 1226 / Lot 1

3) Zoning:
Zoning District C2-8, Special Purpose District. Zoning Map 5d. Community District 7.

4) Permissible Uses:
Use Group 2 (Residential),Use group 3 & 4 (Community Facilities), Use group 6 (Commercial)

(b) STATUS OF CONSTRUCTION

1) Year Built: 1971

2) Class of Construction:
Class 1 Fireproof, as per original Certificate of Occupancy No.71153 of October 13, 1971

3) Certificate of Occupancy (Final):
No.103586479F of 09/12/2006

4) Alteration Permit Numbers and Description of Work Done:
Alteration/Extension Permit No.120971751 (Alteration Type 1): The base of the building is the subject of a redevelopment plan (referred in the Report as the "Addition") that is currently under construction. This will extend the commercial space to the property line, relocate the residential entrance to 95th Street, provide a Community Facility space at the second floor, relocate the residential community room, renovate the remaining portion of the existing terrace above the base, and provide new terraces on the roofs of the retail and community facility spaces for the adjoining residential units. The residential units and related mechanical spaces are not included in the redevelopment plan. New finishes will be provided in the relocated residential entrance lobby; however, the commercial spaces will be finished by each commercial tenant The redevelopment of the base of the building includes the renovation of the terrace and entry plaza. Sidewalk concrete will be repaired and any trip hazards eliminated around the perimeter of the site, including elimination of any sidewalk steps and ramps.

(c) SITE

1) Size:
The property is 150'-0"(along 96th & 95th Street) and 201'-5"(along Amsterdam Avenue)

2) Number of Buildings: (1) One Building 27 stories over 2 story Cellar

3) Streets Owned and Maintained by the Project:
The site is located on Amsterdam Avenue between West 96th Street to the north and West 95th Street to the south. The streets are owned and maintained by the City of New York, are paved with asphalt and are in fair condition. Existing concrete curbing is maintained by the City and is in fair condition. The exterior streetlights are owned and maintained by the City of New York. The building has exterior lightings on the façade that are maintained by building.

4) Drives, Sidewalks and Ramps:
The owner of the property is responsible for maintaining and repairing the adjacent sidewalks. Poured-in-place concrete sidewalks are provided along Amsterdam Avenue as well as 95th and 96th Streets. The sidewalks are approximately 19'-10"-wide along Amsterdam

Avenue, 20'-wide along 96th Street, and approximately 14'-11"-wide along 95th Street. A reinforced concrete apron will be provided at the entrance to the parking garage entrance. Control and expansion joints are typically provided on 4' to 6' center lines. There are no exterior ramps or steps beyond building-face line. Sidewalk features (slopes, hydrants, curb-cuts, pedestrian ramps, etc.) are in conformance with the NYC Building Code.

With Addition:
As part of the Addition the built ground floor will extend to the Property Line on all three streets surrounding the site.

(d) UTILITIES:

Water and Sewer: Water and sewer services are provided by the City of New York. There is one meter for the residential portion of the building, the charges for which will be part of the common charges for the residential units. Commercial spaces are separately metered and are responsible for their own charges, this will continue to be so after the Addtion is complete.
Electric: Electricity to the building is currently provided by Con Edison. All residential units are separately metered, and residents thereof are responsible for their individual charges for electric service, which may include the power for any supplemental heating units. The common areas of the building are separately metered, and the charges for this service will be included in the building's common charges. The garage and commercial spaces are separately metered and are responsible for their individual charges; this will continue after the Addition is complete.
Gas: Natural gas service to the building is currently provided by Con Edison. All residential units share one meter for gas used for cooking, and payment for this service will be included in the building's common charges. The garage and commercial spaces are separately metered and are responsible for their individual charges; this will continue after the Addition is complete.
Telephone: Telephone services to the building are currently provided by Verizon. Each residential unit is responsible to pay its individual charges for telephone service. The charges associated with telephone service for common areas (e.g. concierge's desk, maintenance office, elevators, etc.) will be included in the building's common charges. The garage and commercial spaces are responsible for their individual charges; this will continue after the Addition is complete.
Cable TV: Cable Television and internet services to the building are currently provided by Time Warner and Verizon. Each residential unit is responsible to pay its individual charges for these services. The charges associated with these services for common areas (e.g. concierge's desk, maintenance office, elevators, etc.) will be included in the building's common charges. The garage and commercial spaces are responsible for their individual charges; this will continue after the Addition is complete.

(e) SUBSOIL CONDITIONS:

Geotechnical investigation – by RA Consultants LLC, dated May 14, 2012. This report was prepared to provide foundation recommendations for the Addition. The borings indicate broken bedrock between 13' and 17' below-grade. Class 1c bedrock was not encountered. The report recommends new foundations be mini caissons, so as not to disturb the existing foundations. The report lists the seismic site as Class C – Very Dense Soil and Soft Rock.
No significant signs of settlement or cracking of the structural frame attributable to differential foundation movement were reported or noted at locations observed. The foundation system appears to be supporting the existing loads with no significant problems noted.

(f) LANDSCAPING AND ENCLOSURES:

Current: Landscaping at the site consists of concrete planters along Amsterdam Avenue at the front of the building, two small planted areas containing small trees and hedges along the property line at West 95th Street, and 10 tree pits along the curb line. There is no irrigation system present at the property.

With Addition: The Addition will remove the landscaping described above and will renovate the 2nd Floor terrace with extensive planting, controlled irrigation system, children play area, 24"x 24" concrete pavers and snow melting grid along the egress path of travels.

(g) BUILDING SIZE:

1) Total height:
   235'-7" above ground level at the highest point of the roof
2) Crawl Spaces:
   There are no crawl spaces in the building.
3) Number of Cellars and Sub-cellars:
   There are one cellar and one sub cellar.
4) Number of Floors:
   There are 27 stories above ground level and one Cellar and one Sub-Cellar
5) Equipment Rooms:
   Cellar: Boiler Room and Oil Tank, Electrical Room, Gas Room, Water Meter Room, Trash Compactor Room
6) Parapet Height at Roof: 3'-6"

(h) STRUCTURAL SYSTEM:

1) Exterior
   The exterior wall system is 4" brown-colored brick veneer with a 2" air cavity backed by 4" CMU. This wall system spans from floor-to ¬floor. The concrete floors terminate flush with the face of the brick. The brick and mortar appear to be in fair condition. It is likely there is no insulation within the air cavity, nor interior insulation at the exterior walls. The exposed concrete, parapets, and slab edges, have been coated with a white elastomeric paint. The brick is wept at the three bottom courses with circular weep-holes in the mortar. The areas below the window sills are an infill panel with sleeves for fan-coil units. The infill panels have been coated with a white elastomeric paint. They are in fair condition.

   Through wall sleeves for air conditioners are provided in the living rooms and each bedroom. The window parapets show no indication of leakage and the through wall sleeves are firmly secured in place.

   The residential units have double-hung aluminum-framed windows with insulated glazing. The windows are single, double, and double flanking a central fixed-pane. The windows observed were in good operating condition. The perimeter seals appear aged, but not failed. Some windows do not have child-safety guards. The windows are set on sills that appear to be pre-cast gypsum concrete. Current windows were installed in 2000.

The ground floor retail spaces have various storefront window systems. The door and windows are predominately aluminum-framed with insulated glazing. Most of the windows and doors have roll-up security gates.

Local Law 11: The Cycle 7 LL11 inspection was performed on October 27, 2010, by Stone Engineering, P.C. The ensuing report listed the building as Safe, and with no recommended repairs. The façade has been restored many times. Based on our document review, we believe there have been restoration campaigns in 1991, 1999, 2004, and 2010.

No leaks were reported by building management. We did not observe water staining on the interior finishes at the units that were inspected.

The building does not have any landmark status.

After Addtion:
The structure for the enlargement of the building at the 1st and 2nd floors will be steel framing consisting of columns/beams/girders and slabs of metal deck with concrete fill/topping. The steel structure will be fire protected with sprayed 2 hrs rated fireproofing. The foundation system for the exterior perimeter of the addition will be grade-beams on pile and pile-caps. The façade is aluminum store front framing with clear glass and solid panels of gray limestone.

As part of the Addition all windows and storefront at the ground floor and new structure at the second floor will be 1" insulated glass on thermal-brake aluminum framing.

2) Parapets and Copings
Roof parapets are concrete construction with brick veneer and aluminum coping.
The balconies have painted concrete parapet walls that are punctuated with sections of metal railing set on low concrete curbs.

3) Chimneys and Caps
The boiler chimney extends above the roof, enclosed in masonry with plaster finish and metal copping. Finishes are in fair condition.
There are no fireplaces or incinerators in the building.

4) Balconies and Terraces
At each floor plate there are eight balconies. The balconies are cantilevered extensions of the concrete floor slab that extend approximately 3' beyond the face of the building. The balconies have concrete parapet walls that are punctuated with sections of metal railing set on low concrete curbs. The bottom of the exterior slab edges have aluminum coping fastened at the top and bottom legs to the slab with Zamac nail-in-type fasteners with oversized washers. Two-part shapes and closure pieces are used around the railing penetrations.

The various faces of the balconies have received various treatments, as:
Parapet interiors: Varies. Paint, various colors.
Balcony deck: Varies. Deck coating at renovated apartments, paint, exposed concrete, thin-set tile or scarified concrete deck.
Balcony soffit: Exposed concrete or various paint.

The residential units have sliding glass doors (SGD) providing access to the balconies. The SGDs are aluminum-framed with insulated glazing. The perimeter seals appear aged, but not failed. These doors were replaced along with the windows in 2000.There are existing terraces on the 2nd Floor for the units 2A and 2B having painted concrete wall enclosures. These existing terraces are 12ft deep and in fair condition. The new terraces to be created on the 2nd floor for units 2C and 2D will have a 6ft high painted wood enclosures. These new terraces will be 25.5ft deep. On the third floor there will be new terraces for units 3E, 3Fand 3G with depths varying between 3.75ft and 6ft. they will have 6ft high wood enclosures.

5) Exterior Entrances

Current: The lobby has a vestibule with a storefront system both the inner and outer walls. Each wall has a glass single swing door opened via a key fob. These doors were reportedly replaced as part of the 2007 lobby renovation. Users of the second floor community room access the terrace via aluminum single-swing glazed door in a metal surround with a push-bar. At-grade access to the mechanical space is via metal doors in metal frames.

After Addition: The entire First Floor street wall will be replaced with a store front glazing system consisting of extruded aluminum framing and clear insulated glass. All doors will be glass with stainless steel hardware. At the second floor new addition the doors exiting to the residents' roof terrace will be clear glass doors on framed aluminum store-front. The egress door from the Community Facility space will be painted hollow metal door on hollow metal frame.

6) Service Entrances

There are no service entrances.

7) Roof and Roof Structures

The main roof, located above the 27th floor, is a low-slope ballasted built-up-roof over insulation over vapor barrier. Building maintenance informed that the area of roof membrane adjacent to the bulkhead roof downspout was repaired. At the main roof, the roof slab extends out beyond the parapets to cover the 27th floor balconies. These projections are not roofed, and are exposed concrete. The exterior edge of the balcony roofs are covered with the metal enclosure, similar to the coping on the balcony edges described above.

Flashing and Sheet Metal: At the main roof perimeter there is a stainless-steel reglet-set flashing with a sealant joint along its top edge. At the entire roof perimeter, there is a remedial 4 ft strip of granulated cap sheet coated with hot asphalt. At the mechanical vents, the top of the flashing has been covered with a remedial coating of mastic. There is no flashing between the concrete roof deck and the rising concrete parapets.

Bulkhead: The bulkhead is roughly three-stories-tall and has tall concrete parapets. Both the interior and exterior faces of the bulkhead parapet walls are covered with an elastomeric white paint. The bulkhead roof has a fairly new modified-bitumen roof membrane and is in good condition. Select joints have been covered with a pre-formed asphaltic tape. The membrane encapsulates the water tower main dunnage. The perimeter of the bulkhead roof is also flashed with a stainless-steel reglet-set flashing. Where the joists supporting the water tank bear on the dunnage, the edges of the roof membrane are sealed with mastic.

Manufacturer's Warranties: A warranty was provided, dated November 26, 1990, for a Johns Manville built-up-roof over perlite insulation, which covers approximately the entire main roof area. The warranty expired in 2010.

No warranty was provided for the bulkhead roof.
2nd Floor roofing is a wearing surface concrete finish over a unknown roofing membrane, pitched toward roof drainage. This roofing is in fair to poor condition.

The second floor roofing will be repaired and receive a new waterproofing membrane and 24"x 24"x 2" concrete pavers on pedestals. The roof above the second floor enlargement will receive a modified bituminous membrane built-up roofing.

8) Fire Escapes
The building does not have, and is not required to have, exterior fire escapes.

9) Yards and Courts
The building does not have yards or courts.

10) Interior Stairs
There are two egress stairs serving the residential tower. One of the stairs is exiting through the main Lobby and the other is exiting to the open terrace on the second floor. The Cellar and Sub-Cellar floors are served by two separate egress stairs, one exiting in the entry lobby and the other exiting on 95th Street. All stairs are pour-in-place concrete structures. The stair enclosures are 2 hours fire rated concrete block masonry walls, with 1.5 hours fire rated self closing doors. Treads, risers, floors and walls are painted. The stairs are in fair condition.

11) Interior Doors and Frames
Residential unit interior doors are painted, flush wood. In renovated units they are set in wood frames and have brushed-steel lever hardware. In original units the interior doors are set in metal frames and have orbital hardware. The main entry doors to the residential units are hollow-metal set in metal frames with orbital hardware, dead bolt locks, and a panel with unit number identification and a peep hole. Entry doors have been replaced at renovated units and new hardware is lever-style. Residential units doors are in fair condition. All Fire Stair doors are painted hollow metal doors and frames 1.5 hrs fire rated, in good condition.

12) Elevators
Three passenger geared-traction elevators provide vertical conveyance in the building. Each elevator has a 2,500 lb capacity and 350 fpm speed. The elevator controllers are Swift Futura with Magnatek DSD 412 drives. The elevator hoist machines are Armor Elevator company brand. Two elevators serve floors C2 through 28. One elevator serves C-1 to 28th Floor. The elevator cab finishes consist of plastic laminate walls, VCT flooring, and stainless-steel ceilings with recessed halogen lighting. The elevators were modernized in 1997/1998 with the current controllers and drives, but the elevator hoist machines are original to construction. Based on the age of the modernization the equipment and original hoist machines, the condition is fair.

13) Elevator Cabs
The existing elevator cabs have plastic laminate walls and vinyl tile flooring. Cab lighting is adequate to meet code. The elevator cab doors were reportedly replaced in 2004. The elevator cab finishes are dated and in poor condition. Owner has indicated that cab finishes will be replaced.

(i) AUXILIARY FACILITIES

1) Laundry Room:
A resident's laundry room is provided at cellar level. The finish includes a vinyl-tiled floor, vinyl base, painted gypsum wallboard, and painted exposed ceilings. The washing machines are electric and the tumble dryers are gas. There are 13 high-efficiency and two extra-capacity Maytag washing machines and 12 Maytag tumble dryers. The Laundry Room is provided with mechanical ventilation and fresh "make-up air" for the Dryers exhaust system. The dryers ventilation is direct ducting to the units and discharge through adequate sized shaft and louvered directly to outside at the 1st Floor Roof area.

2) Refuse disposal:
There are trash & recycling rooms on each residential floor, equipped with a trash chute discharging at the Cellar floor into a trash compactor room. Also in the Cellar there is a recycling storage room where recycling materials are collected. The garbage and recycling materials are moved to the street via a motorized cart through the garage, for pick up by the City Sanitation Department. Garbage and recycling collection is as per NYC DOS schedule and regulations.

3) Common Areas:
Existing Community Room is located at the 2nd Floor with direct access to the outside terrace. Finishes are painted ceilings and walls with VCT tile flooring and are in fair condition.
Existing Residential Lobby has painted gypsum ceiling with recessed cove lighting. Overall, the condition is fair.
As part of the Addition, a new community room is being built on the second floor terrace, together with toilets, kitchenette and fitness room. Also, a new residential Lobby is being built with the entry from 95th Street. Under the plan for the Addition, there will be a play ground area on the second floor terrace for the resident's use. Also on the second floor there will be a Fitness room and an adjacent children's play room.

Residential corridors are carpeted with a commercial-grade carpet, which we are advised is six-years-old. Corridors are typically 5'-wide with a finished ceiling height of 8'.

(j) PLUMBING AND DRAINAGE

1) Water Service:
A 6"-diameter domestic water service enters the water meter room on the C2 level off a main line along Amsterdam Avenue. The water service has a meter and backflow preventer. The backflow preventer was installed in 2012. The water service connects to a duplex water booster pump system. Each booster pump has a 200-gpm design water flow capacity driven by a 25-hp motor according to provided drawings. The booster pumps serve a 5"-diameter riser that discharges to a water reserve storage tank on the penthouse roof.

The original domestic water piping is either copper or brass. Where units have been renovated, copper branch piping has been reportedly utilized with dielectric connections.

Domestic hot water is produced through integral shell-and-tube heat coil exchangers on the upper portion of each boiler. The domestic hot water is produced at 140 °F and a mixing valve

is utilized to reduce the temperature to 125°F. Two in-line circulation pumps are located in the boiler room to circulate the domestic hot water to the units.

The domestic water and sanitary waste risers are original to the construction of the building. The domestic water branch lines and some sanitary piping where necessary have been replaced in renovated units. The plumbing systems were noted and reported to be in generally fair condition. The cast-iron sanitary piping has been repaired/replaced as needed. Various piping was noted to have surface corrosion that may have diminished wall thickness.

The domestic water booster pumps were noted to be in poor condition with one pump leaking at the time of our site visit and the piping and pumps both displayed surface corrosion. The domestic water piping insulation in the water meter room was in poor condition and missing in some areas.

2) Fire Protection System:
A 6"-diameter incoming fire protection service enters the water meter room on the C1 level. The fire protection service has a backflow preventer that was installed in 2012. The 6"-diameter fire protection service connects to a dry-pipe valve on the C1 level that serves fire sprinklers in the parking garage on the C1 and C2 levels and the back-of-house areas on the first floor. A pneumatic air compressor serves the dry-pipe valve and is located in the trash compactor room. The boiler room, main electrical room and water meter room are not protected by fire sprinklers. Fire sprinkler protection is also not provided in the remainder of the building. The fire sprinkler system is maintained on a monthly basis.

A 6"-diameter fire protection standpipe is provided in stairwell B with fire hose connections on each floor. The standpipe is fed from the combined standpipe/domestic water storage tank on the roof.

A dry-pipe standpipe with fire hoses on each floor is provided on each level of the garage.

Fire hydrants are located on 95th street and 96th Street. Two fire department siamese hose connections are provided on grade level along the exterior wall of the 95th street elevation and one on the 96th Street side.

The current Fire protection System is in compliance with the Code. Due to the age of the system, the condition is estimated as fair.
The Addition at the 1st and 2nd Floor will be provided with a new, Code compliant sprinkler system for all new spaces.

3) Water Storage Tank:
There is a water storage tank located on the bulkhead roof with a 12,500-gallon total capacity; 2/3's of the capacity is reserved for domestic water and 1/3 of the capacity is reserved for the fire standpipe system. The tank is made of cedar wood, and is provided with access through a vertical gooseneck ladder.

The domestic water storage tank was noted and reported to be in generally fair condition. The storage tank is annually inspected by Rosenwach Tank Company, LLC with the latest certification being performed in June 2012. Several issues were noted on the storage tank including the roof hatch coming undone, algae growth on select locations on the wood, a leak

on the bottom of the tank and surface corrosion on select areas of the steel dunnage supporting the storage tank. The roof of the water storage tank was replaced in 2002.

4) Water Pressure:
The water pressure of domestic water distribution system is maintained by the water storage tank described above. The available pressure at the shower heads at 27th floor is equal to 13 PSIG.

5) Sanitary Sewage System:
Sanitary drainage is discharged by gravity through two 10" dia. combined house sewers to the city sewer system on Amsterdam Avenue. The sanitary waste and vent risers were noted as cast-iron and the sanitary branch piping is a combination of brass, cast-iron and galvanized steel.

The area drains in the parking garage, terrace and grade level plaza are discharged to a sand trap that then discharges to a duplex sanitary sewage ejector system connected to the combined house sewer.

Duplex sanitary sewage ejectors are located at C-2 level. Ejectors are located inside the cast iron basin in a concrete pit. The concrete pit is covered by a gastight plate. There also are sewage ejectors and a pit trap in the Boiler Room.

The sanitary sewage system is generally in fair condition. The sanitary cast-iron piping has been replaced as-needed with select areas of piping to be in poor condition, with noted surface corrosion areas of decreased wall thickness. The copper branch piping is in general fair condition and partly replaced during unit renovation.

6) Permits Required:
There are no current violations regarding plumbing system. Replacements of plumbing risers and/or changes in the number of plumbing fixtures will require filing and approval from DOB.

7) Storm Drainage System:
Storm drainage is collected from the roof and discharged by gravity through two 10" dia. combined house sewers to the city sewer located on Amsterdam Avenue. The storm drainage risers are reportedly cast-iron.
The storm drains and piping risers are in fair condition.

(k) <u>HEATING</u>

1) Distribution System:
Two Federal boilers supply low-pressure steam to the horizontal finned-tube heaters along the perimeter of the apartment units, and to low-pressure steam coils in the first floor retail split-systems. The low-pressure steam is distributed to steam risers located along the perimeter walls of the building. A packaged vacuum return-pump system with four pumps and a packaged condensate return-pump system with three pumps and a storage tank are provided for the low-pressure steam loop and are located in the boiler room. All the finned-tube heater control valves and steam traps and the condensate return-pump system and vacuum return-pump system are part of the new VariVac brand system manufactured by Marshall Engineered Products Company (MEPCO) installed in 2011.

Heating and cooling for the first floor residential main lobby and retail spaces are provided through split-systems consisting of air-cooled condensing units and air-handling units with low-pressure steam heating coils.

The domestic water heat-exchangers in the boilers, piping, and pumps were replaced in 2011.

The existing heating system has the capacity to maintain 70 deg. F. indoor air temperature in each residential unit under anticipated outside air temperature of 12.8 deg. F. (99.6% heating DB).

2) Boilers:
There are two Federal boilers each with a capacity of 10,814 MBH/8,651 MBH input/output heating or 323-boiler horsepower each.

3) Burners:
Each boiler has an Oil-Fired Industrial Combustion brand burner Model DEG-145P that utilizes No. 4 oil, stored in a 20,000-gallon storage tank located in a separate room adjacent to the boiler room. Combustion air is provided to the boiler room by two (2) supply fans.

4) Controls:
The boiler system is controlled by a Heat Timer brand Multi-Mod Platinum model control panel. The baseboard heaters are provided with Vari-Vac MEPCO control valves for on/off control. Heat Management of the building is provided by an Energy System Panel with temperature sensors in selected residential corridors.

5) Condition:
The finned-tube heaters and boilers and associated steam piping are original to the construction of the building. The burners for the boilers were reportedly replaced in 2004. All the finned-tube heater control valves and steam traps and the condensate return pump system and vacuum return pump system were all installed in 2011. The Heat Timer control panel was reportedly installed in 2007. The No. 4 fuel oil storage tank was reportedly re-lined in 2008. The mechanical systems generally range from fair to good condition. The approximate remaining useful life of boiler/burners is estimated to be 20-25 years. The fin-tube heaters, piping valves pumps has estimated useful life of 20-25 years. As the boilers operate on No. 4 oil, per NYC Local Law 43, the boilers must be upgraded to No. 2 oil, natural gas, or dual fuel by the year 2030.

(l) <u>GAS SUPPLY</u>
A 4"-diameter natural gas service enters the C2 level off a main line on Amsterdam Avenue. Two main gas meters are provided for the cooking ranges in the residential units and laundry room. One smaller gas meter is also provided for the Veterinarian's office. The gas piping is schedule 40 black steel pipe.
Age: Original building installation
Condition: Fair

(m) AIR-CONDITIONING

Heating and cooling for the first floor residential main lobby and retail spaces are via split-systems consisting of air-cooled condensing units and air-handling units with low-pressure steam heating coils.

Through wall sleeves are provided in the living rooms and each bedroom. Air-conditioning units are provided in the renovated units. In the un-renovated units the tenants provide their own. Where provided by the owner, the air-conditioning units in the bedrooms typically are 8,000-Btuh cooling capacity and the living rooms have air-conditioning units ranging from 10,000-Btuh to 16,000-Btuh.

After Addition:
Commercial spaces on the first floor and common areas on the second floor will be heated and air-conditioned by Variable Refrigerant Flow systems consisting of inside air-handling units and outside air-cooled condensing units.

(n) VENTILATION:

There are 12 roof-mounted exhaust fans that serve the bathrooms and/or kitchens in the apartment units. Additionally, two roof-mounted exhaust fans serve the common area corridors on the second through 27th floors with two exhaust vents on opposite sides of each residential floor. Each fan serves a duct riser with metal duct branches to wall-mounted vents in each bathroom. The ductwork is run in fire-rated shafts. Each bathroom vent has a 50-cfm design exhaust airflow rate and each corridor vent has a 100-cfm design exhaust airflow rate according to the design drawings. The exhaust fans have design exhaust airflow rates ranging from 1,250-cfm to 3,250-cfm.

Renovated unit kitchens are provided with re-circulating type exhaust.

Exhaust fans are also provided in the boiler room, elevator machine room and trash compactor room.

A garage exhaust fan is provided on the second floor terrace.

Elevator machine room is mechanically ventilated.

Laundry room has a separate dryer exhaust system with make-up air provided by a basement supply air system.

Repair/replacement work is needed on select exhaust fans.
The mechanical systems generally range from fair to good condition. The residential units are being renovated upon turn-over and include installation of through wall air conditioning units in the living room and bedrooms. Maintenance of the fine tube heaters is anticipated.

After Addtion:
Ventilation for commercial spaces on the first floor and common areas on the second floor will be provided by Energy Recovery Ventilators. The mechanical system for these spaces are provided by a VRF (Variable Refrigerant Flow) system with individual units mounted on the roof.
Each space will be provided with inside, ceiling mounted, air handling units.

(o) ELECTRICAL

1) Service from Main:

The building distribution system consists of one switchboard serving equipment and devices of the building mechanical, electrical, and plumbing systems loads in the basement and throughout the common spaces of the upper floors.

Normal electrical service is provided from Con Edison through utility feeders terminated in building service switchboard located in the Cellar electrical room. With (6) service switches serving building loads as follows:

(1) service switch for retail equipment

(1) service switch for base building load

(4) service switches for apartment loads

The building electrical service is rated at 2000A, 480/277V, 3-phase, 4-wire. The feeders are terminated in the Ground Floor main electrical room service switchboard with dedicated branch fuses serving base building and residential units loads. From the main switchboard, feeders run to residential units panels via distribution panels on 3rd, 6th, 9th, 12th and 16th Floor. The distribution panels are located in electrical closets situated on the North and South sides of the building.

Panelboards serving base building loads are located in the basement main electrical room and electrical closets on various floors. These panels serve lighting, mechanical and building general equipment dedicated to building common areas. Normal power distribution equipment serving base building loads including existing fire and booster pumps is in fair condition.

2) Service to Individual Units:

Main switches 2, 3, 4, 5 serve the residential unit meter centers that serve the residential units on the second through 27th floors. Three of the residential main switches are rated at 1,200-ampere, 120/208-volt, 3-phase, 3-wire services and the fourth switch has an 800-ampere, 120/208-volt, 3-phase service. The main switches serve meter centers located floors 6, 12, 18 and 24. Each meter center has between 8 and 30 meters. The meter centers are located in closets off the main corridors. Where observed, the power feeder and branch wiring is copper.

Condition: GFCI receptacles are not provided in the kitchens, bathrooms and balconies of the un-renovated units. The renovated units have the electrical panel with circuit brakers , while the un-renovated units have fuses which are in fair condition.

After Addition:

Commercial spaces on the first and second floor and common spaces on the second floor will be provided with Electric panel boards dedicated to each space including feeder to panel boards from Basement Switchboard.

3) Compartment Switchgear:

Main switch No. 1 rated at 1,600-ampere, 120/208-volt, 3-phase, 3-wire service serves the main distribution board for the common area lighting and power, elevators and mechanical systems. Main switches 2, 3, 4, 5 serve the residential unit meter centers that serve the apartment units on the second through 27th floors. Three of the residential main switches are

rated at 1,200-ampere, 120/208-volt, 3-phase, 3-wire services and the fourth switch has an 800-ampere, 120/208-volt, 3-phase service. Main switch 6 has a 1,200-ampere, 120/208-volt, 3-phase, 3-wire service that serves the first floor retail tenants. Each retail tenant has an individual meter and disconnect switch.
The Compartment Switchgear is in fair condition.

4) Unit Service:
Residential unit have fuse centers rated at 120/208-volt, 2-phase services with capacities ranging between 40-amperes and 60-amperes. The renovated units have circuit breaker panels with reported 100-ampere capacities. The circuit breaker panels and fuse centers are located in each residential unit. Residential units that have not been renovated are not equipped with GFCI breakers in the kitchen.
Electrical service in the un-renovated units are in fair condition due to the age of original installation.

5) Adequacy:
All new commercial and community facility units will have adequate capacity. The existing garage unit has adequate capacity. The electrical system to the residential units does not have defects and is adequate for modern usage including air conditioners.

(p) INTERCOM, DOOR CONTROLS, CCTV

Individual residential units are provided with intercom linked to the front desk in the building lobby.
The Lobby entry doors are provided with electric locks and buzzer monitored by the front desk. Also an intercom is provided between the front desk and entry lobby door for voice communication.
There are approximately 10 security cameras to provide and monitor the outdoor grade level, second floor terrace, elevators and common residential areas of the building. The security cameras are monitored at the front desk and recorded through DVR.

(q) PUBLIC AREA LIGHTING

Corridors on the residential floors have ceiling mounted lighting fixtures with compact fluorescent lights. Lighting level is adequate.
Residential Lobby is provided with recessed downlights and fluorescent lights installed in ceiling cove lighting. Lighting level is adequate.
Community room, Laundry room, and utility spaces are provided with fluorescent ceiling mounted fixtures in fair to poor condition.

(r) GARAGE

The Garage is located on the 1st floor, Cellar and Sub-Cellar levels.
The parking and maintenance of the garage is provided by an independent parking operator company. Parking is attended.
Ceiling-mounted fluorescent lighting with T-8 fixtures bulbs are provided in the parking garage areas.
The entire garage area is equipped with sprinkler fire protection system.
Floor finish is concrete and drainage is provided with floor drains tied into the storm drainage system.

(s) **SWIMMING POOLS:**
There are no swimming pools in the building

(t) **TENNIS COURTS:**
There are no tennis courts in the building

(u) **PERMITS AND CERTIFICATES:**
The current addition to the building is filed and approved by the Department of Buildings. An active Construction permit is in effect at the date of this report for all construction trades related to the Addition at the 1st and 2nd Floor.
There is a current permanent Certificate of Occupancy which will be updated at the end of construction phase for the new Addition.

(v) **VIOLATIONS:**
HPD Violations: See attached list of current violations
DOB Violations: See attached list of current violations

(w) **UNIT INFORMATION:**
At the time of inspection WASA was able to access and inspect 22 apartments:

Studio Apartments:	#3H, #14J, #16H, #16J, #19J, #25J
One bedroom Apartments:	#2D, 17A, #20D, 25D
Two Bedroom Apartment:	#2A, #3G, #7F, #14F, #17G, #22F, #23F, #26G, #27G
Three Bedroom Apartments:	#16C, #20C, #26C

UNIT DESCRIPTIONS AND AREAS

Unit Type	Description	Area Per Unit (SF)	Total No. of Units	Total Living Area By Unit Type (SF)
2A	Two bedroom/one bath	961	1	961
2B	Two bedroom/one bath	978	1	978
2C	Three bedroom/one and half bath	1,253	1	1,253
2D	One bedroom/one bath	626	1	626
A	One bedroom/one bath	642	25	16,050
B	Two bedroom/one bath	978	25	24,450
C	Three bedroom/one and half bath	1,253	24	30,072
C-A	Three bedroom/two bath	1,253	1	1,253
D	One bedroom/one bath	708	25	17,700
E	Two bedroom/one bath	962	25	24,050
F	Two bedroom/one bath	949	25	23,725
G	Two bedroom/one bath	962	25	24,050
H	Studio/one bath	504	25	12,600
I	Studio/one bath	512	25	12,800
		Total	229	190,249

Interior walls: Metal studs are utilized for framing, over which there is gypsum wallboard. Typical internal walls have a painted-finish.

Residential unit interior doors are painted, flush wood. In renovated units they are set in wood frames and have brushed-steel lever hardware. In original units the interior doors are set in metal frames and have orbital hardware. The main entry doors to the residential units are hollow-metal set in metal frames with orbital hardware, dead bolt locks, and a panel with unit number identification and a peep hole. Entry doors have been replaced at renovated units and new hardware is lever-style. Metal end caps at corners are removed during remodeling of original units.

Ceilings: Original ceilings in un-renovated units throughout are painted popcorn-finish plaster. In renovated units the ceilings have been skimmed to give a smooth plaster finish, and are painted.

Floors: Typical floor covering throughout is 9" x 9" vinyl-floor tiles. These remain underneath the new hard wood oak floors in the renovated units. The original vinyl-floor tiles are in fair condition.

Cabinets and Countertops: Cabinets are provided at kitchens and contain wood shelving. Cabinet doors are plywood with a veneer-finish, and have been replaced in renovated units, with the header dropped. Kitchen countertops in original units are manufactured wood with a vinyl-finish. In renovated units a manufactured Caesar stone quartz countertop is supplied.

Countertops and cabinets in un-renovated units are in fair condition. In renovated units the countertops and cabinets are in good to excellent condition.

Kitchens: The un-renovated units are equipped with painted solid wood kitchen cabinets, fridge and range only. These kitchens are in fair condition.

Renovated units are fitted with a white veneer-finish wood kitchen cabinets with stainless-steel trim. Stainless steel appliances are supplied and include a refrigerator, gas range, wall-mounted microwave with integral re-circulating fan, dishwasher, and garbage disposal. New appliances are typically manufactured by Kitchen Aid.

Plumbing Fixtures: The plumbing fixtures vary from the current standard low flow fixtures to original construction fixtures, depending on whether a bathroom has been renovated.

Bathrooms: Bathroom finishes in the un-renovated units consist of mosaic-tile flooring, part ceramic-tiled walls, and tiles over the tub, the remaining walls are painted gypsum wallboard, with painted popcorn ceilings. There is a white tub with shower, a wall-mounted sink with vanity cabinet below, and floor-mounted porcelain toilet. Bathrooms in un-renovated units are in fair condition.

Renovated units have fully replaced bathrooms with ceramic-tiled floors and part-tiled walls, a new tub and shower, a sink set in a marble countertop with wood vanity unit underneath, and new floor-mounted toilet. Accessories include a mirrored medicine cabinet with light above and toilet roll holder. Bathrooms in renovated units are in good condition

Residential units: Incandescent fixtures are provided in the kitchens, dining rooms and bathrooms of the un-renovated units. CFL, fluorescent and incandescent fixtures are provided in the kitchens, bathrooms and dining rooms in the renovated units.

(x) FINISH SCHEDULE OF COMMON AREAS

Sub-cellar and Cellar spaces:

- Walls: painted CMU and Gypsum board partitions.
- Floors: painted with acrylic floor & deck paint
- Ceilings: painted exposed structure and underside of the slab above.

First Floor Commercial spaces:

- Finishes to be provided by the commercial tenant

First Floor Lobby:

- Terrazzo flooring
- Walls: Painted
- Ceiling: Painted

Second Floor Community Room:

- Walls: painted
- Ceilings: acoustic tile ceiling with 2x4' T-12 fluorescent fixtures

Corridors in the Residential floors:

- Walls: Painted
- Ceiling: Painted
- Floors: Broadloom carpet and vinyl floor base

(y) SAFTEY AND WARNING DEVICES

The building is currently equipped with a Sprinkler Alarm Control Panel located in the main Telephone Room. The panel is as manufactured by Edwards Systems 'Custom 6500' series. The Sprinkler Alarm Control Panel serves duct smoke detectors provided for shut down of mechanical units. Annunciating alarm devices are not provided throughout the building. Two Mohawk Model A zoned sprinklers-alarm control panels (by Reeve Electrical Company) are provided in a locker room on the C1 level and serve the components of the standpipe system and sprinkler system respectively. The fire standpipe system panel serves the supervisory switch and trouble water flow switch and initiates alarm bells in the corridors on each residential floor. The sprinkler system alarm panel serves the water flow and supervisory switch of the dry- pipe sprinkler riser and the pull stations at the stairwell doors on each level of the garage.

Emergency Lighting and Egress Signage: Emergency and exit lighting in the buildings are provided by battery pack fixtures. The exit lighting on the residential floors are not lit under normal operation.

Ceiling-mounted hard-wired smoke detectors with local alarms are provided in the corridors on each floor and are connected to the battery back-up power of the emergency lighting on that floor. Battery- powered combination smoke/carbon monoxide detectors are provided outside the bedrooms in each residential unit. The fire and life safety systems are compliant with the code in effect at the time of construction.

(z) ADDITIONAL INORMATION

1) Site Plan
   See attached Site Plan
2) Area Map

See Attached Area Map

3) Unit Floor Plans
   See Attached Floor Plans
4) Floor to Ceiling Heights
   - 8'-0" Typical residential floor 2nd through 27th
   - 12'-0" First Floor
   - 9'-6" Cellar and Sub-Cellar
5) Approximate Total Area of Each Unit
   See Attached Floor Plans
6) Master Floor Plans
   See Attached Floor Plans

(aa) ADDITIONAL TESTING
No further testing is anticipated

(bb) FURTHER DEVELOPMENT
There is no further development other than the Addition currently under construction as described above.

(cc) ASBESTOS REPORT
Please see attached report from Airtek Environmental Corp.

(dd) LEAD BASED PAINT
See attached report from: Shaindel Environmental Consulting Inc.

SHAINDEL

ENVIRONMENTAL CONSULTING, INC.

LEAD BASED PAINT SURVEY

FOR THE ENTIRE SITE AT

NEW AMSTERDAM

733 AMSTERDAM AVE.
NEW YORK, NY 10035

AUGUST 14, 2004

Prepared For:

New Amsterdam Associates c/o
Grenadier Realty Corp.
1230 Pennsylvania Ave.
Brooklyn, NY, 11239

Prepared By:

Shaindel Environmental Consulting, Inc.
1183 Estates Drive
Ossining, New York, 10562
Attn.: Kenneth Friedman, President

SHAINDEL
ENVIRONMENTAL CONSULTING, INC.

AUGUST 14 , 2004

NEW AMSTERDAM AVE.
733 AMSTERDAM AVE.
NEW YORK, NEW YORK, 10035

Enclosed is the Lead Based Paint inspection report for the entire site at NEW AMSTERDAM located at 733 Amsterdam Ave., New York, NY.. This random Lead Based Paint inspection was conducted throughout the entire site. Random testing was conducted on painted surfaces in apartments, public spaces, commercial spaces, basements, garages, outside grounds etc.

This inspection was conducted in compliance with the US Department of Housing and Urban Development (HUD) Guidelines for the Evaluation and Control of Lead Based Paint Hazards in Housing, June 1995 and 1997 amendments and the US-EPA lead paint inspection guidelines.

The report conclusion is that this entire site is free from Lead Based Paint as defined in the HUD guidelines. No additional testing or inspections are necessary. Any future renovations can proceed as a non Lead-Based Paint project.

Enclosed is the signed Lead Based Paint free certificate for the entire site as required by HUD and the US-EPA.

The Lead Based Paint free certificate should be posted and/or distributed for tenant review. A copy of this report and the US-EPA Protect Your Family From Lead in Your Home pamphlet should be made available to tenants upon request.

Should you have any questions please feel free to contact me.

Signed: Dated: August 14, 2004

Kenneth Friedman, President, Certified Lead Paint Inspector/Risk Assessor
License # NY-I-928-1 / NY-R-928-1

HUD LEAD PAINT FREE CERTIFICATE

SHAINDEL
ENVIRONMENTAL CONSULTING, INC.

HUD LEAD BASED PAINT (LBP) FREE CERTIFICATE

NEW AMSTERDAM
733 AMSTERDAM AVE.
NEW YORK, NY 10035 BLOCK # 1226 LOT # 1

BUILDING OWNER: NEW AMSTERDAM ASSOCIATES
ON-SITE SURVEY DATE: JULY 3-25, 2004
CONSTRUCTION DATE: 1973

A Lead Based Paint (LBP) inspection was conducted for the entire site at NEW AMSTERDAM located at 733 Amsterdam Avenue, New York, NY.

This site consists of one rental residential building with 28 stories and a total of 229 living units at the site.

The survey was conducted in accordance with HUD Guidelines for Lead Based Paint inspections, June 1995 and 1997 amendments to chapter 7 and the US-EPA Lead Based Paint inspection guidelines.

The survey was conducted by Kenneth Friedman, a US-EPA certified Lead Based Paint Inspector and Risk Assessor.

"The results of this inspection (final report dated August 14, 2004) indicate that no lead in amounts greater than 1 mg/cm2 during XRF testing and greater than 0.50 % lead from laboratory testing in paint was found on any building components, using the inspection protocol in Chapter 7 of the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (1997 revision). Therefore, the entire property located at this site qualifies for the exemption in 24 CRF part 35 and 40 CFR part 745 for target housing being leased that is free of Lead-Based Paint, as defined in the HUD rules. Future renovations in the building disturbing any painted surface can proceed as a non Lead Based Paint project and general dust control procedures are recommended. The attached report should be kept by the building owner and all future owners for the life of the dwellings".

Signed: Dated: August 14, 2004

Kenneth Friedman, President, Certified Lead Paint Inspector/Risk Assessor
License # NY-I-928-1 / NY-R-928-1

AIRTEK ENVIRONMENTAL CORP.
39 – 37 29th Street, Long Island City, New York, 11101
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ASBESTOS INSPECTION REPORT

Conducted at:

733 AMSTERDAM AVENUE
NEW YORK, NY

Prepared for:

AXTON OWNER, LLC
HERON TOWER
70 EAST 55th STREET – 7th FLOOR
NEW YORK, NY 10022

Prepared By:

AIRTEK ENVIRONMENTAL CORP.
39-37 29th STREET
LONG ISLAND CITY, NY 11101

AIRTEK PROJECT NUMBER
13-0258

June 5, 2013

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1.0 BACKGROUND:

Airtek Environmental Corp. ("Airtek") has conducted an asbestos-containing material (ACM) inspection and documentation review for inclusion in a condominium-conversion offering plan by Axton Owner, LLC at the following building:

Address: 733 Amsterdam Avenue, New York, NY

The Investigator(s) and Inspector(s) responsible for this project were:

Moyna Ali:	NYC Asbestos Investigator #117498	Expires: 03/12/14
	NYS Asbestos Inspector #89-01641	Expires: 03/14
Yevgeny Kopeychikov:	NYC Asbestos Investigator #120024	Expires: 10/4/2014
	NYS Asbestos Inspector # 96-21633	Expires: 10/13
Asgar Ali:	NYS Asbestos Inspector #91-04855	Expires: 11/13
Bohi Traore:	NYS Asbestos Inspector #08-05479	Expires: 01/14
David Poon:	NYS Asbestos Inspector #13-04740	Expires: 11/14
Razvan Canavra:	NYS Asbestos Inspector #11-13544	Expires: 12/13

Visual Inspection: 2/12/2013, 3/13/2013 through 3/14/2013, 3/18/2013 through 3/20/2013, 4/1/2013 through 4/2/2013, and 4/25/2013

Bulk Sampling: 2/13/2013, 2/15/2013, 4/1/2013, and 4/25/2013

Report Date: 5/20/2013 (Revised)

Field Procedures and Analysis Methodology:

The inspection was a non-destructive visual assessment targeting visible suspect ACM. Limited bulk sampling conducted at this Site by Airtek has been referenced and made part of this report. Bulk sampling and inspections referenced in this report were conducted according to the following protocols:

Guidelines used for inspections were established by the Environmental Protection Agency (EPA) in the Guidance for Controlling Asbestos Containing Materials in Buildings, Office of Pesticides and Toxic Substances, DOC #560/5-85-024 and 40 CFR Part 763.

Field information was organized as per Homogeneous Area (HA). A HA is defined as a suspect material of similar age, appearance, function and texture. Each material was grouped together as a specific HA, sampled and then assessed for condition.

Bulk samples of suspect ACM were analyzed by Polarized Light Microscopy (PLM) with dispersion staining, as described in 40 CFR Part 763 and the National Emissions Standard for Hazardous Air Pollutants (NESHAPS). The New York State Department of Health has recently revised the PLM Stratified Point Counting Method. The new method, "Polarized Light Microscopy Methods for Identifying and Quantitating Asbestos in Bulk Samples" can be found as item 198.1 in the ELAP Certification manual.

The State of New York ELAP has determined that analysis of Non-friable, Organically Bound Materials (NOB) are not reliably performed by PLM. Therefore, if PLM analysis of a NOB yields a negative result, it must be further confirmed by Transmission Electron Microscopy (TEM).

All samples were initially analyzed by PLM. Samples which produced a negative PLM result and which are classified as a NOB were then re-analyzed utilizing the TEM methodology.

2.0 SCOPE OF WORK:

An initial inspection of 10% of the existing apartment units was conducted. Based on the finding of ACM floor tile and ACM acoustical ceiling material in stable condition in typical units, a visual inspection program for all accessible units was undertaken.

183 residential units were accessed for visual inspection. Despite several attempts made in the presence of building personnel, occupants did not grant access to 46 apartment units. Common areas including the sub-cellar, cellar, the lobby, the community room, the corridors, compactor rooms, and a vacant retail space were also visually inspected. The inspection was non-destructive in nature. No exploratory demolition was performed to investigate or detect the presence of ACM in interstitial spaces (i.e., within pipe chases and walls).

The inspection was characterized by a close visual inspection of all accessible areas. Suspect materials were inventoried for quantity, condition and friability. Airtek used its own ACM inspection and testing results conducted for construction support purposes to inform our determination of areas and materials to inspect. Materials examined included all suspect ACM materials visible in the accessible residential units and common areas. Asbestos bulk sampling data generated by Airtek was reviewed in support of this report and has been included in this report.

3.0 SUMMARY OF AIRTEK ENVIRONMENTAL INSPECTION RESULTS:

The visual asbestos inspection conducted from 2/12/13, 3/13/13 through 3/14/13, 3/18/13 through 3/20/13, 4/1/13 through 4/2/13, and on 4/25/13 involved a thorough visual examination of all common and service spaces and the 183 accessible dwelling units.

Bulk sampling performed on the dates noted in Section 1.0 above and laboratory analysis by Airtek and/or its sub-contract laboratories, and by others confirmed the presence of asbestos in the amount greater than 1% within some materials in the building. The tested materials are listed below, and detailed sample data are tabulated in Tables in Appendix A. Detailed visual inspection data is held on file. All confirmed ACM materials and assumed ACM materials observed were noted to be in good, stable condition.

Common/Service Spaces

Confirmed ACM

The following materials have been tested and confirmed to be ACM in common and service spaces in the building. See Appendix B for sampling and location details:

1. 9 x 9 VAT (Vinyl Asbestos Tile) & Mastic
2. Acoustical Ceiling Plaster (Confirmed by prior testing)
3. 12 x 12 VAT & Mastic
4. Aircell Pipe Insulation (First Floor Field Office)
5. White Block Pipe Insulation (Second Floor Community Room)
6. 6" Pipe Elbow Insulation (Boiler Room)

Assumed ACM

The following materials are assumed to be ACM in common and service spaces for the purposes of this report:

1. Insulation within Fire-Rated Doors in the building corridors, if any (enclosed)

Residential Apartments

Confirmed ACM

The following materials have been tested and confirmed to be ACM in residential apartment units in the building. See Appendix A for sampling and location details:

1. 9 x 9 VAT (Vinyl Asbestos Tile) & Mastic
2. Acoustical Ceiling Plaster (Confirmed by prior testing)

Assumed ACM

The following materials are assumed to be ACM in residential apartment units for the purposes of this report:

1. Insulation within Fire-Rated Doors at unit entry, if any (enclosed)
2. 12 x 12 VAT & Mastic (if any)

Non-Suspect ACM Materials:

"Non-suspect ACMs" are materials that have no history of having been manufactured with asbestos as an ingredient. They include, for example, metals, glass, rubber, modern plastics, etc. These materials do not require sampling. The determination of what is a "Non-suspect" material is made by the certified Asbestos Investigator/Inspector.

Suspect ACM:

Per NYC-DEP Title 15, Subchapter 1 all "Building Materials" are to be treated as "Suspect ACM," until tested negative. NYC DEP defines "Building Materials" to mean any and all materials listed as Presumed Asbestos Containing Materials (PACM) and Suspect Miscellaneous ACM in NYSDOL ICR 56, Subpart 5, including but not limited to interior and exterior finishes, equipment, plaster, roofing, flooring, caulking, sealants, tiles, insulation, and mortar and refractory bricks used in the construction of boilers.

Any "Suspect ACM" in any other part of the building that has neither been confirmed non-ACM via bulk sampling and analysis, nor via homogenous area material sampling and analysis must be assumed to be ACM and treated as such until tested.

4.0 CONCLUSIONS AND RECOMMENDATIONS:

Asbestos-containing materials which may be affected by construction or renovation work have been positively identified at various locations throughout the building. All ACM materials identified are in good, stable condition.

Options for asbestos management include the following:

1. Asbestos Operations & Maintenance Program (O&M Program):

An O&M Program is a documented set of inspection management and maintenance protocols that is designed to allow ACM material to be managed in place until such time as the ACM is removed and disposed.

2. Encapsulation:

Encapsulation is a procedure intended to stabilize friable ACM materials by the application of a penetrating or bridging sealant. The application of an encapsulant is considered and ACM abatement action and must be executed by certified professionals according to all applicable laws and regulations.

3. Enclosure:

Enclosure is the process of building an air-tight structure around ACM materials to prevent their disturbance. Enclosure is like-wise considered and ACM abatement action, and must be executed by certified professionals according to all applicable laws and regulations.

4. Removal:

Removal is the actual removal and disposal of the ACM material, and the cleaning of the ACM material's substrate. ACM removal is considered and ACM abatement action and must be executed by certified professionals according to all applicable laws and regulations.

In the event that the identified ACM or un-tested suspect ACM is to be disturbed by any proposed work, proper asbestos abatement procedures shall be implemented prior to the commencement of such work. All asbestos abatement work shall be performed in accordance with all applicable Federal, State and Local rules and regulations. The abatement project shall be filed with all agencies having jurisdiction over the project, such as US EPA, NYSDOL and NYCDEP. A licensed abatement contractor must perform the removal of all friable and non-friable ACM.

This asbestos inspection report was prepared solely for inclusion in a condominium-conversion offering plan for the property located at 733 Amsterdam Avenue, New York, NY. If proposed work should change, additional sampling and inspection may be necessary prior to commencement of any proposed work.

To assure that the removal of the aforementioned ACM is properly and effectively carried out, the following recommendations are proposed by Airtek:

A. Develop and implement a schedule that outlines the time frame for removal of ACM.
B. Develop complete and concise specifications to effectively deal with removal of the ACM. These specifications should be developed to comply with all applicable Federal, State and Local regulations.
C. Retain the service of an independent testing laboratory to monitor the air for possible asbestos contamination before, during and after the removal work. Retain all documentation and correspondence from the removal contractor, the testing laboratory and related items in a permanent record.

5.0 AREAS NOT ACCESSIBLE:

Airtek gained access to all areas that were made accessible and all materials that were observable and accessible to the survey personnel. The forty-six inaccessible residential units are noted in the tables in Appendix A.

6.0 REPORT CERTIFICATIONS and LIMITATIONS:

Airtek certifies that the information contained herein is based on the physical and visual inspections conducted by Airtek and data collected during the inspections and from asbestos inspection reports prepared by Airtek at other times in support of other construction-related tasks.

Airtek conducted this inspection based on information provided by the client. This information, to the extent it was relied on by Airtek, is assumed to be correct and complete. Airtek is not responsible for the quality or content of information from the client. This inspection was conducted only for the specific purpose noted in Section 1.0 above. The information contained in this report should not be used for any other purpose except where the information is determined by a qualified professional to be applicable to that other purpose.

Airtek uses trained and certified inspectors in attempting to locate and quantify materials potentially containing asbestos. Airtek does not warrant that all ACM has been identified. It is possible that additional materials containing asbestos were not identified because they were not visible or accessible to the inspector at the time of the inspection.

Sincerely,

Benn Lewis
Vice President

APPENDIX A

7.0 Summary of Bulk Sample Results

Table A-1
Laboratory Bulk Sample Results: 733 Amsterdam Avenue

Material #	AI Sample #	Date Collected	Room Location Sampled	Material	PLM Result(s)	SEM NOB	TEM NOB	TAC	Notes
1	AA-2-13-01	2/13/2013	Unit # 28F, Living Room	9 x 9 VAT	N/A	Chrys. 6.3%	N/A	Yes	
1	AA-2-13-02	2/13/2013	Unit # 28F, Living Room	9 x 9 VAT Mastic	N/A	Chrys. 1.1%	N/A	Yes	
1	AA-2-13-03	2/13/2013	Unit # 28F, Bedroom # 1	9 x 9 VAT	N/A	Chrys. 6.4%	N/A	Yes	
1	AA-2-13-04	2/13/2013	Unit # 28F, Bedroom # 1	9 x 9 VAT Mastic	N/A	Chrys. 3.2%	N/A	Yes	
1	AA-2-13-05	2/13/2013	Unit # 28F, Bedroom # 2	9 x 9 VAT	N/A	Chrys. Trace	N/A	Yes	
1	AA-2-13-06	2/13/2013	Unit # 28F, Bedroom # 2	9 x 9 VAT Mastic	N/A	Chrys. 2.8%	N/A	Yes	
2	AA-2-13-10	2/13/2013	Unit # 27G, Living Room	Ceiling Plaster	Verm.3% Chrys. Trace	N/A	N/A	Yes	Not Part of Owner Reported Pre-Positive Samples
2	AA-2-13-11	2/13/2013	Unit # 27G, Bedroom	Ceiling Plaster	Verm. 2% Chrys. Trace	N/A	N/A	Yes	
2	AA-2-13-12	2/13/2013	Unit # 27G, Kitchen	Ceiling Plaster	Verm. 3% Chrys. <1%	N/A	N/A	Yes	
3	AA-2-13-13	2/13/2013	Unit # 17G, Living Room	12 x 12 Beige Floor Tile	N/A	NAD/Inconclusive	N/A	Yes	Positive Based on Mastic Results (See Sample # AA-2-13-
3	AA-2-13-14	2/13/2013	Unit # 17G, Living Room	12 X 12 Beige Floor Tile Mastic	N/A	Chrys. 1.2%	N/A	Yes	
3	AA-2-13-15	2/13/2013	Unit # 17G, Kitchen	12 x 12 Beige Floor Tile	N/A	NAD/Inconclusive	NAD	Yes	
3	AA-2-13-16	2/13/2013	Unit # 17G, Kitchen	12 x 12 Beige Floor Tile Mastic	N/A	Chrys. Trace/Inconclusive	NAD	Yes	
3	AA-2-13-17	2/13/2013	Unit # 17G, Bedroom	12 x 12 Beige Floor Tile	N/A	Chrys. Trace/Inconclusive	NAD	Yes	
3	AA-2-13-18	2/13/2013	Unit # 17G, Bedroom	12 x 12 Beige Floor Tile Mastic	N/A	Chrys. Trace/Inconclusive	NAD	Yes	
4	MA-2-15-01	2/15/2013	1st Floor, Field Office	Air Cell Pipe Insualtion	Chyrs. 25%	N/A	N/A	Yes	
1	MA-2-15-04	2/15/2013	1st Floor, Field Office	9 x 9 VAT	N/A	Chrys. 6.9%	N/A	Yes	
1	MA-2-15-06	2/15/2013	1st Floor, Field Office	9 x 9 VAT Mastic	N/A	None/Inconclusive	Chrys. 1.3%	Yes	
5	RC-4-1-13-01	4/1/2013	2nd Floor, Community Room	White Pipe Insulation	Chrys. 20%	N/A	N/A	Yes	
6	DP-4-25-01	4/25/2013	Boiler Room	6" Elbow Insulation	Chrys. 25%	N/A	N/A	Yes	

Table A-2
Laboratory Bulk Sample Results: 530 Park Avenue
Confirmed Non-Asbestos Containing Materials

Material #	Sample #	Date Collected	Location/Sample Description	Material	PLM Results	PLM NOB	TEM NOB	Note
1	AA-2-13-07	2/13/2013	Unit # 28F, Kitchen, Walls	Gypsum Board	NAD	N/A	N/A	
1	AA-2-13-08	2/13/2013	Unit # 28F, Kitchen, Walls	Gypsum Board	NAD	N/A	N/A	
1	AA-2-13-09	2/13/2013	Unit # 28F, Kitchen, Walls	Gypsum Board	NAD	N/A	N/A	
2	MA-2-15-08	2/15/2013	Exterior, Adjacent to Field Office	Waterproofing (On Concrete)	N/A	None/Inconclusive	NAD	
2	MA-2-15-09	2/15/2013	Exterior, Adjacent to Field Office	Waterproofing (On Concrete)	N/A	None/Inconclusive	NAD	
3	RC-4-1-04	4/1/2013	2nd Floor, Community Room	Beige Pipe Insulation	NAD	N/A	N/A	
3	RC-4-1-05	4/1/2013	2nd Floor, Community Room	Beige Pipe Insulation	NAD	N/A	N/A	
3	RC-4-1-06	4/1/2013	2nd Floor, Community Room	Beige Pipe Insulation	NAD	N/A	N/A	
4	DP-4-25-04	4/25/2013	8" Elbow Insulation	Water Pump Room	NAD	N/A	N/A	
4	DP-4-25-05	4/25/2013	8" Elbow Insulation	Water Pump Room	NAD	N/A	N/A	
4	DP-4-25-06	4/25/2013	8" Elbow Insulation	Water Pump Room	NAD	N/A	N/A	
5	DP-4-25-07	4/25/2013	Block Insulation at Base of Water Pump	Water Pump Room	NAD	N/A	N/A	
5	DP-4-25-08	4/25/2013	Block Insulation at Base of Water Pump	Water Pump Room	NAD	N/A	N/A	
5	DP-4-25-09	4/25/2013	Block Insulation at Base of Water Pump	Water Pump Room	NAD	N/A	N/A	
6	DP-4-25-10	4/25/2013	6" Pipe Insulation	Outside Mechanical Room	NAD	N/A	N/A	
6	DP-4-25-11	4/25/2013	6" Pipe Insulation	Outside Mechanical Room	NAD	N/A	N/A	
6	DP-4-25-12	4/25/2013	6" Pipe Insulation	Outside Mechanical Room	NAD	N/A	N/A	

APPENDIX B

8.0 Certificates of Analysis

39-37 29TH STREET
LONG ISLAND CITY, NY 11101

733 AMSTERDAM AVE.
APT-VARIOUS

SAMPLE DATE: 2/13/2013
DATE RECEIVED: 2/14/2013
REPORT DATE: 4/10/13 KP

POLARIZED LIGHT MICROSCOPY (PLM)
PROJECT: 13-0258

Sample/ Lab ID	LOCATION	APPEARANCE	SAMPLE TREATMENT	ASBESTOS TYPE %	VERMICULITE %	FIBROUS TYPE %	NON-FIBROUS TYPE %
1 210956	9X9 VAT, APT #28F LIVING ROOM	TAN, HETEROGENEOUS, FIBROUS	NOB	CHRYSOTILE 6.3%	NONE		ORGANIC MATRIX 31.2%, RESIDUE 62.5%
2 210957	MASTIC, APT #28F LIVING ROOM	BLACK, HETEROGENEOUS, FIBROUS	NOB	CHRYSOTILE 1.1%	NONE		ORGANIC MATRIX 84.3%, RESIDUE 14.6%
3 210958	9X9 VAT, APT #28F BEDROOM #1	TAN, HETEROGENEOUS, FIBROUS	NOB	CHRYSOTILE 6.4%	NONE		ORGANIC MATRIX 29.4%, RESIDUE 64.2%
4 210959	MASTIC, APT #28F BEDROOM #1	BLACK, HETEROGENEOUS, FIBROUS	NOB	CHRYSOTILE 3.2%	NONE		ORGANIC MATRIX 64.9%, RESIDUE 31.9%
5 210960	9X9 VAT, APT #28F BEDROOM #2	TAN, HETEROGENEOUS, FIBROUS	NOB	CHRYSOTILE TRACE/INCONCLUSIVE	NONE		ORGANIC MATRIX 40%, RESIDUE 60%
6 210961	MASTIC, APT #28F BEDROOM #2	BLACK, HETEROGENEOUS, FIBROUS	NOB	CHRYSOTILE 2.8%	NONE		ORGANIC MATRIX 69.4%, RESIDUE 27.8%
7 210962	GYPSUM BOARD, APT #28F WALLS-KITCHEN	TAN, HETEROGENEOUS, FIBROUS	CRUSHED TEASED	NONE	NONE	CELLULOSE 1%, FIBERGLASS TRACE	GYPSUM 99%
2ND LAYER		BROWN, LAYERED, FIBROUS	TEASED	NONE	NONE	CELLULOSE 100%	
TOTAL		TAN/BROWN, LAYERED, FIBROUS	CRUSHED TEASED	NONE	NONE	CELLULOSE 20.6%, FIBERGLASS TRACE	GYPSUM 79.2%

NOTE: Materials containing 10% or more vermiculite are reported as Asbestos Containing Material (ACM).

Approved Signatory: _____ Analyst: J.BENNETT Date Analyzed: 2/15/13 + 2/19/13

Microscope: Nikon Labophot POL Method: PLM With EPA 600/M4/82/020, ELAP 198.1 AND ELAP 198.6

Methods of stratified point counting or negative scanning are used on 4 mounts.

Polarized light microscopy is not consistently reliable in detecting asbestos in floor covering/non-friable organically bound materials (NOB's).

NOB's should be analyzed by quantitative TEM. The above test report relates only to item tested.

Layered samples are analyzed by layer. Only positive layer will be reported separately.

Asbestos % is based on visual estimate using point counting rules described in ELAP 198.1.

The sample results are accurate to within +/- 5-10 percent as measured by the calibrated visual method.

Airtek collects samples in accordance with EPA 40 CFR Part 763.

This report should not be used to claim product certification, approval or endorsement by NVLAP, NIST or any agency of the federal government and may not be reproduced, except in full, without written approval by Airtek.

Currently approved by ELAP (11040) for Asbestos in Friable Material EPA 600/M4/82/020. Accreditation Valid Through: April 1, 2014.

Currently accredited by the NVLAP lab code 102011-0 for Bulk Asbestos Analysis (PLM). Accreditation Valid Through: March 31, 2014.

Currently accredited by AIHA (100275) for Industrial Hygiene Laboratory Accreditation Program. Accreditation Valid Through: June 1, 2013.

This report relates only to the samples reported above and must not be reproduced except in full with the approval of the laboratory.

AIRTEK ENVIRONMENTAL CORP.
39-37 29TH STREET
LONG ISLAND CITY, NY 11101

733 AMSTERDAM AVE.
APT-VARIOUS

SAMPLE DATE: 2/13/2013
DATE RECEIVED: 2/14/2013
REPORT DATE: 4/10/13 KP

POLARIZED LIGHT MICROSCOPY (PLM)
PROJECT: 13-0256

Sample/ Lab ID	LOCATION	APPEARANCE	SAMPLE TREATMENT	ASBESTOS TYPE %	VERMICULITE %	FIBROUS TYPE %	NON-FIBROUS TYPE %
8 210963	GYPSUM BOARD, APT #28F WALLS-KITCHEN	TAN, HETEROGENEOUS, FIBROUS	CRUSHED TEASED	NONE	NONE	FIBERGLASS TRACE, CELLULOSE 1%	GYPSUM 99%
2ND LAYER		BROWN, LAYERED, FIBROUS	TEASED	NONE	NONE	CELLULOSE 100%	
TOTAL		TAN/BROWN, LAYERED, FIBROUS	CRUSHED TEASED	NONE	NONE	CELLULOSE 20.8%, FIBERGLASS TRACE	GYPSUM 79.2%
9 210964	GYPSUM BOARD, APT #28F WALLS-KITCHEN	TAN, HETEROGENEOUS, FIBROUS	CRUSHED TEASED	NONE	NONE	FIBERGLASS TRACE, CELLULOSE 1%	GYPSUM 99%
2ND LAYER		BROWN, LAYERED, FIBROUS	TEASED	NONE	NONE	CELLULOSE 100%	
TOTAL		TAN/BROWN, LAYERED, FIBROUS	CRUSHED TEASED	NONE	NONE	CELLULOSE 10.9%, FIBERGLASS TRACE	GYPSUM 89.1%
10 210965	CEILING PLASTER, APT 27G-LIVING ROOM	BROWN, HETEROGENEOUS, FIBROUS	CRUSHED TEASED	CHRYSOTILE TRACE	VERMICULITE 3%	CELLULOSE TRACE	CARBONATES 97%
11 210966	CEILING PLASTER, APT 27G-BEDROOM	BROWN, HETEROGENEOUS, FIBROUS	CRUSHED TEASED	CHRYSOTILE TRACE	VERMICULITE 2%		CARBONATES 98%
12 210967	CEILING PLASTER, APT 27G-KITCHEN	BROWN, HETEROGENEOUS, FIBROUS	CRUSHED TEASED	CHRYSOTILE <1%	VERMICULITE 3%		CARBONATES 97%

NOTE: Materials containing 10% or more vermiculite are reported as Asbestos Containing Material (ACM).

Approved Signatory: _____ Analyst: J.BENNETT Date Analyzed: 2/15/13 + 2/19/13
Microscope: Nikon Labophot-POL Method: PLM with EPA 600/M4/82/020, ELAP 198.1 AND ELAP 198.6
Methods of stratified point counting or negative scanning are used on 4 mounts.
Polarized light microscopy is not consistently reliable in detecting asbestos in floor covering/non-friable organically bound materials (NOB's).
NOB's should be analyzed by quantitative TEM. The above test report relates only to item tested.
Layered samples are analyzed by layer. Any positive layer will be reported separately.
Asbestos % is based on visual estimate using point counting rules described in ELAP 198.1.
The sample results are accurate to within +/- 5-10 percent as measured by the calibrated visual method.
Airtek collects samples in accordance with EPA 40 CFR Part 763.
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NIST or any agency of the federal government and may not be reproduced, except in full, without written approval by Airtek.
Currently approved by ELAP (11040) for Asbestos in Friable Material EPA 600/M4/82/020. Accreditation Valid Through: April 1, 2014.
Currently accredited by the NVLAP lab code 102011-0 for Bulk Asbestos Analysis (PLM). Accreditation Valid Through: March 31, 2014.
Currently accredited by AIHA (100275) for Industrial Hygiene Laboratory Accreditation Program). Accreditation Valid Through: June 1, 2013.
This report relates only to the samples reported above and must not be reproduced except in full with the approval of the laboratory.

AIRTEK ENVIRONMENTAL CORP.
35-37 29TH STREET
LONG ISLAND CITY, NY 11101

733 AMSTERDAM AVE.
APT-VARIOUS

SAMPLE DATE: 2/13/2013
DATE RECEIVED: 2/14/2013
REPORT DATE: 4/10/13 KP

POLARIZED LIGHT MICROSCOPY (PLM)
PROJECT: 13-0258

Sample/ Lab ID	LOCATION	APPEARANCE	SAMPLE TREATMENT	ASBESTOS TYPE %	VERMICULITE %	FIBROUS TYPE %	NON-FIBROUS TYPE %
13 210968	FLOOR TILE 12X12 BEIGE, APT 17G LIVING ROOM	BEIGE, HOMOGENEOUS, NON-FIBROUS	NOB	NONE/INCONCLUSIVE	NONE		ORGANIC MATRIX 45.8%, RESIDUE 54.2%
14 210969	MASTIC 12X12 BEIGE, APT 17G LIVING ROOM	BLACK, HETEROGENEOUS, FIBROUS	NOB	CHRYSOTILE 1.2%	NONE		ORGANIC MATRIX 73.1%, RESIDUE 25.7%
15 210970	FLOOR TILE 12X12 BEIGE, APT 17G KITCHEN	BEIGE, HOMOGENEOUS, NON-FIBROUS	NOB	NONE/INCONCLUSIVE	NONE		ORGANIC MATRIX 50.8%, RESIDUE 49.2%
16 210971	MASTIC 12X12 BEIGE, APT 17G KITCHEN	BLACK, HETEROGENEOUS, FIBROUS	NOB	CHRYSOTILE TRACE/INCONCLUSIVE	NONE		ORGANIC MATRIX 71.2%, RESIDUE 28.8%
17 210972	FLOOR TILE 12X12 BEIGE, APT 17G BEDROOM	BEIGE, HETEROGENEOUS, FIBROUS	NOB	CHRYSOTILE TRACE/INCONCLUSIVE	NONE		ORGANIC MATRIX 49%, RESIDUE 51%
18 210973	MASTIC 12X12 BEIGE, APT 17G BEDROOM	BLACK, HETEROGENEOUS, FIBROUS	NOB	CHRYSOTILE TRACE/INCONCLUSIVE	NONE		ORGANIC MATRIX 69.1%, RESIDUE 30.9%

NOTE: Materials containing 10% or more vermiculite are reported as Asbestos Containing Material (ACM).

Approved Signatory: _____ Analyst: J.BENNETT Date Analyzed: 2/15/13
Microscope: Nikon Labophot-POL Method: PLM With EPA 600/M4/82/020, ELAP 198.1 AND ELAP 198.6
Methods of stratified point counting or negative scanning are used on 4 mounts.
Polarized light microscopy is not consistently reliable in detecting asbestos in floor covering/non-friable organically bound materials (NOB's).
NOB's should be analyzed by quantitative TEM. The above test report relates only to item tested.
Layered samples are analyzed by layer. Any positive layer will be reported separately.
Asbestos % is based on visual estimate using point counting rules described in ELAP 198.1.
The sample results are accurate to within +/- 5-10 percent as measured by the calibrated visual method.
Airtek collects samples in accordance with EPA 40 CFR Part 763.
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NIST or any agency of the federal government and may not be reproduced, except in full, without written approval by Airtek.
Currently approved by ELAP (11040) for Asbestos in Friable Material EPA 600/M4/82/020. Accreditation Valid Through: April 1, 2014.
Currently accredited by the NVLAP lab code 102011-0 for Bulk Asbestos Analysis (PLM). Accreditation Valid Through: March 31, 2014.
Currently accredited by AIHA (100275) for Industrial Hygiene Laboratory Accreditation Program. Accreditation Valid Through: June 1, 2013.
This report relates only to the samples reported above and must not be reproduced except in full with the approval of the laboratory.

TURN AROUND TIME:
☐ RUSH ☐ 6 HRS ☐ 24 HRS ☐ OTHER

ASBESTOS FIELD SURVEY DATA SHEET / BULK SAMPLE LOG

PAGE 1 OF 2

PROJECT NO.: 13-0258
CLIENT:
PROJECT SITE: 733 AMSTERDAM AVE.
INVESTIGATOR:

LOCATION(S) SURVEYED: APT - Various
SCOPE OF WORK: Bulk Sample
INSPECTOR: ASGAR ALI DATE(S) OF INSPECTION: 2/13/13

HA	Sample #	Lab #	Material Description	Sample Location	QUANTITY (LF/SF)	ASSESSMENT COND	ASSESSMENT FRIAB	ASBESTOS CONTENT %
	01	210956	9x9 VAT	APT-#. 28F Living Rm	34x8 34x18	1,2,3,4,5, 6,7 G MD P	Y N	6.3% Chry
	02	57	MASTIC	APT #. 28F " "		1,2,3,4,5, 6,7 G MD P	Y N	1.1% Chry
	03	58	9x9 VAT	APT #. 28F. Bedroom #1		1,2,3,4,5, 6,7 G MD P	Y N	6.4% Chry
	04	59	MASTIC	APT # 28F " "		1,2,3,4,5, 6,7 G MD P	Y N	3.2% Chry
	05	60	9x9 VAT	APT # 28F Bed room #2		1,2,3,4,5, 6,7 G MD P	Y N	Chry trace/nc
	06	61	MASTIC	APT # 28F " "		1,2,3,4,5, 6,7 G MD P	Y N	2.8% Chry NAD/nc
	07	62	Gypsum Board	APT # 28F Walls - Kitchen		1,2,3,4,5, 6,7 G MD P	Y N	NAD
	08	63	" "	" " " "		1,2,3,4,5, 6,7 G MD P	Y N	
	09	64	" "	" " " "		1,2,3,4,5, 6,7 G MD P	Y N	

PHYSICAL CONDITION ASSESSMENT	FRIABLE	PLM - POLARIZED LIGHT MICROSCOPY / TEM - TRANSMISSION ELECTRON MICROSCOPY
1 Damaged or Significantly Damaged Friable TSI 2 Damaged Friable Surfacing ACM 3 Significantly Damaged Friable Surfacing ACM 4 Damaged or Significantly Damaged Friable Misc. ACM 5 ACBM with potential for Damage 6 ACBM with potential for Significant Damage 7 Remaining Friable or Suspect ACBM G – Good / MD – Minor Damage / P - Poor	Yes (Y) No (N)	RELINQUISHED BY: Asgar Ali DATE: 2/14/13 TIME: RECEIVED BY: J Norwood DATE: 2/14/13 TIME: 2:00 ANALYZED BY: Joan Bennett Joan Bennett DATE: 2/15/13 TIME: 5pm CHECKED BY: DATE: 2/22/13 TIME:

FIELD NOTES:

ANALYZE: ☐ ALL ☐ PLM ☐ STOP AT FIRST POSITIVE ☐ TEM

NYSDOL INSPECTOR:
CERTIFICATE NO.:
TELEPHONE NO.: (718)937-3720
ADDRESS: Airtek Environmental Corp.
39-37 29th Street, L.I.C., NY 11101

1. A visual determination of accessible suspect materials and condition.
2. Collect bulk samples of suspect building materials.
3. A physical "Hand Pressure" test for determining friability and condition.
4. Assessment of suspect friable and non-friable materials and locations.
5. Quantify the amount of suspect materials in their respective locations.
6. Submit bulk samples for analysis by PLM and/or TEM Method.
7. Bulk Sample locations and suspect materials were identified on the appropriate building floor plan diagram with the sample number.
8. A Chain of Custody record accompanied the samples to the laboratory.
9. Any inconclusive result for a NOB must be confirmed by TEM or assumed ACM.

TURN AROUND TIME:
☐ RUSH ☐ 6 HRS ☐ 24 HRS ☐ OTHER

ASBESTOS FIELD SURVEY DATA SHEET / BULK SAMPLE LOG

PROJECT NO.:
CLIENT:
PROJECT SITE: 377 Amsterdam Ave
INVESTIGATOR:

LOCATION(S) SURVEYED: Apt 27 G.
SCOPE OF WORK: Bulk Samples
INSPECTOR: ASGAR ALI DATE(S) OF INSPECTION: 2/13/13

HA	Sample #	Lab #	Material Description	Sample Location	QUANTITY (LF/SF)	ASSESSMENT COND	ASSESSMENT FRIAB	ASBESTOS CONTENT %
	10	210965	Ceiling Plaster	Apt 27G Living Room		1,2,3,4,5, 6,7 G MD P	Y N	Verm 3 Chy trace
	11	66	" "	" " Bedroom		1,2,3,4,5, 6,7 G MD P	Y N	Chy trace Verm 2
	12	67	" "	" " Kitchen		1,2,3,4,5, 6,7 G MD P	Y N	Vermiculite 36 Chy <1%
	13	68	Floor Tiles 12"x12" Beige	Apt 17G. Living Room		1,2,3,4,5, 6,7 G MD P	Y N	NAD/mc
	14	69	Mastic "	" " " "		1,2,3,4,5, 6,7 G MD P	Y N	1.2% Chy
	15	70	Floor Tile "	" " Kitchen		1,2,3,4,5, 6,7 G MD P	Y N	NAD/mc
	16	71	mastic "	" " " "		1,2,3,4,5, 6,7 G MD P	Y N	Chy trace/mc
	17	72	Floor Tile "	" " Bedroom		1,2,3,4,5, 6,7 G MD P	Y N	↓
	18	73	Mastic "	" " " "		1,2,3,4,5, 6,7 G MD P	Y N	↓

PHYSICAL CONDITION ASSESSMENT	FRIABLE	PLM - POLARIZED LIGHT MICROSCOPY / TEM - TRANSMISSION ELECTRON MICROSCOPY
1 Damaged or Significantly Damaged Friable TSI 2 Damaged Friable Surfacing ACM 3 Significantly Damaged Friable Surfacing ACM 4 Damaged or Significantly Damaged Friable Misc. ACM 5 ACBM with potential for Damage 6 ACBM with potential for Significant Damage 7 Remaining Friable or Suspect ACBM G – Good / MD – Minor Damage / P -Poor	Yes (Y) No (N)	RELINQUISHED BY: ASGAR ALI DATE: 2/14/13 TIME: RECEIVED BY: [signature] DATE: 2/14/13 TIME: 2:00 ANALYZED BY: Joan Benner Joan Benner DATE: 2/15/13 TIME: 5pm CHECKED BY: [signature] DATE: 2/22/13 TIME:

FIELD NOTES:

ANALYZE: ☐ ALL ☐ PLM ☐ STOP AT FIRST POSITIVE ☐ TEM

NYSDOL INSPECTOR:
CERTIFICATE NO.:
TELEPHONE No.: (718)937-3720
ADDRESS: Airtek Environmental Corp.
39-37 29th Street, L.I.C., NY 11101

1. A visual determination of accessible suspect materials and condition.
2. Collect bulk samples of suspect building materials.
3. A physical "Hand Pressure" test for determining friability and condition.
4. Assessment of suspect friable and non-friable materials and locations.
5. Quantify the amount of suspect materials in their respective locations.
6. Submit bulk samples for analysis by PLM and/or TEM Method.
7. Bulk Sample locations and suspect materials were identified on the appropriate building floor plan diagram with the sample number.
8. A Chain of Custody record accompanied the samples to the laboratory.
9. Any inconclusive result for a NOB must be confirmed by TEM or assumed ACM.

AIRTEK ENVIRONMENTAL CORP.
39-37 29TH STREET
LONG ISLAND CITY, NY 11101

CLIENT: MACE NORTH AMERICA LIMITED
SITE: 733 AMSTERDAM AVENUE
FIELD OFFICE
NEW YORK, NY 10025

SAMPLE DATE: 2/15/2013
DATE RECEIVED: 2/19/2013
REPORT DATE: 3/12/2013

POLARIZED LIGHT MICROSCOPY (PLM)
PROJECT: 13-0281

Sample/ Lab ID	LOCATION	APPEARANCE	SAMPLE TREATMENT	ASBESTOS TYPE %	VERMICULITE %	FIBROUS TYPE %	NON-FIBROUS TYPE %
01 211112	AIRCELL PIPE INSULATION 1ST FLOOR, FIELD OFFICE	BROWN HETEROGENEOUS FIBROUS	TEASED	CHRYSOTILE 25%	NONE	CELLULOSE 75%	NONE
02 211113	AIRCELL PIPE INSULATION 1ST FLOOR, FIELD OFFICE	BROWN HETEROGENEOUS FIBROUS	NA/PS				
03 211114	AIRCELL PIPE INSULATION 1ST FLOOR, FIELD OFFICE	BROWN HETEROGENEOUS FIBROUS	NA/PS				
04 211115	TAN (9 X 9) VINYL FLOOR TILE 1ST FLOOR, FIELD OFFICE	TAN HETEROGENEOUS FIBROUS	NOB	CHRYSOTILE 6.9%	NONE	NONE	ORGANIC MATRIX 23.8% RESIDUE 69.3%
05 211116	TAN (9 X 9) VINYL FLOOR TILE 1ST FLOOR, FIELD OFFICE	TAN HETEROGENEOUS FIBROUS	NA/PS				
06 211117	TAN (9 X 9) VINYL FLOOR TILE MASTIC 1ST FLOOR, FIELD OFFICE	BLACK HOMOGENEOUS NON-FIBROUS	NOB	NONE/INCONCLUSIVE	NONE	NONE	ORGANIC MATRIX 87% RESIDUE 13%
07 211118	TAN (9 X 9) VINYL FLOOR TILE MASTIC 1ST FLOOR, FIELD OFFICE	BLACK HOMOGENEOUS NON-FIBROUS	NOB	NONE/INCONCLUSIVE	NONE	NONE	ORGANIC MATRIX 91.7% RESIDUE 8.3%
08 211119	WATERPROOFING (ON CONCRETE) EXTERIOR, ADJACENT TO FIELD OFFICE	BLACK HOMOGENEOUS NON-FIBROUS	NOB	NONE/INCONCLUSIVE	NONE	NONE	ORGANIC MATRIX 98.4% RESIDUE 1.6%
09 211120	WATERPROOFING (ON CONCRETE) EXTERIOR, ADJACENT TO FIELD OFFICE	BLACK HOMOGENEOUS NON-FIBROUS	NOB	NONE/INCONCLUSIVE	NONE	NONE	ORGANIC MATRIX 98.8% RESIDUE 1.2%

NOTE: Materials containing 10% or more vermiculite are reported as Asbestos Containing Material (ACM).

Approved Signatory: _____ Analyst: J. BENNETT Date Analyzed: 2/19/2013
Microscope: Nikon Labophot POL Method: PLM With EPA 600/M4/82/020, ELAP 198.1 AND ELAP 198.6
Methods of stratified point counting or negative scanning are used on 4 mounts.
Polarized light microscopy is not consistently reliable in detecting asbestos in floor covering/non-friable organically bound materials (NOB's).
NOB's should be analyzed by quantitative TEM. The above test report relates only to item tested.
Layered samples are analyzed by layer. Any positive layer will be reported separately.
Asbestos % is based on visual estimate using point counting rules described in ELAP 198.1.
The sample results are accurate to within +/- 5-10 percent as measured by the calibrated visual method.
Airtek collects samples in accordance with EPA 40 CFR Part 763.
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NIST or any agency of the federal government and may not be reproduced, except in full, without written approval by Airtek.
Currently approved by ELAP (11040) for Asbestos in Friable Material EPA 600/M4/82/020. Accreditation Valid Through: April 1, 2013.
Currently accredited by the NVLAP lab code 102011-0 for Bulk Asbestos Analysis (PLM). Accreditation Valid Through: March 31, 2013.
Currently accredited by AIHA (100275) for Industrial Hygiene Laboratory Accreditation Program. Accreditation Valid Through: June 1, 2013.
This report relates only to the samples reported above and must not be reproduced except in full with the approval of the laboratory.

TURN AROUND TIME:
☐ RUSH ☐ 6 HRS ☑ 24 HRS ☐ OTHER

ASBESTOS FIELD SURVEY DATA SHEET / BULK SAMPLE LOG

PAGE____ OF____

PROJECT NO.: 13-0281
CLIENT:
PROJECT SITE: 233 Amsterdam Ave New York, N.Y.
INVESTIGATOR: M. ALI

LOCATION(S) SURVEYED: Field Office
SCOPE OF WORK: Survey
INSPECTOR: M. ALI
DATE(S) OF INSPECTION: 2/15/13

HA	Sample #	Lab #	Material Description	Sample Location	QUANTITY (LF/SF)	ASSESSMENT COND	ASSESSMENT FRIAB	Asbestos %	Vermiculite* %
-	1	211112	Aircell pipe insulation	1st Floor Field Office	50 lf	1, 2, 3, 4, 5, 6, 7 G MD P	Y N	Chy 25%	NAD
	2	13	↓	↓	↓	1, 2, 3, 4, 5, 6, 7 G MD P	Y N	NA/PS	↓
	3	14	↓	↓	↓	1, 2, 3, 4, 5, 6, 7 G MD P	Y N	NA/PS	↓
	4	15	Tan (9x9) VFT	↓	300 sf	1, 2, 3, 4, 5, 6, 7 G MD P	Y N	Chy 6.9	NAD
	5	16	↓	↓	↓	1, 2, 3, 4, 5, 6, 7 G MD P	Y N	NA/PS	↓
	6	17	↓ mastic	↓	↓	1, 2, 3, 4, 5, 6, 7 G MD P	Y N	NAD/inc	↓
	7	18	↓	↓	↓	1, 2, 3, 4, 5, 6, 7 G MD P	Y N	↓	↓
	8	19	Waterproofing (on concrete)	Exterior adj to Field Office	75 sf	1, 2, 3, 4, 5, 6, 7 G MD P	Y N	↓	↓
	9	20	↓	↓	↓	1, 2, 3, 4, 5, 6, 7 G MD P	Y N	↓	↓

PHYSICAL CONDITION ASSESSMENT	FRIABLE	PLM - POLARIZED LIGHT MICROSCOPY / TEM - TRANSMISSION ELECTRON MICROSCOPY
1 Damaged or Significantly Damaged Friable TSI 2 Damaged Friable Surfacing ACM 3 Significantly Damaged Friable Surfacing ACM 4 Damaged or Significantly Damaged Friable Misc. ACM 5 ACBM with potential for Damage 6 ACBM with potential for Significant Damage 7 Remaining Friable or Suspect ACBM G – Good / MD – Minor Damage / P -Poor	Yes (Y) No (N)	RELINQUISHED BY: Mona Ali / [signature] DATE: 2/15/13 TIME: 203 Chrp RECEIVED BY: [signature] DATE: 2/19/13 TIME: 8:00 ANALYZED BY: Joan Bennett Joan Bennett DATE: 2/19/13 TIME: 2pm CHECKED BY: [signature] DATE: 2/20/13 TIME:

NYSDOL INSPECTOR: M. ALI
CERTIFICATE NO.: 89-01641
TELEPHONE NO.: (718) 937-3720
ADDRESS: Airtek Environmental Corp.
39-37 29th Street, L.I.C., NY 11101

1. A visual determination of accessible suspect materials and condition.
2. Collect bulk samples of suspect building materials.
3. A physical "Hand Pressure" test for determining friability and condition.
4. Assessment of suspect friable and non-friable materials and locations.
5. Quantify the amount of suspect materials in their respective locations.
6. Submit bulk samples for analysis by PLM and/or TEM Method.
7. Bulk Sample locations and suspect materials were identified on the appropriate building floor plan diagram with the sample number.
8. A Chain of Custody record accompanied the samples to the laboratory.
9. Any inconclusive result for a NOB must be confirmed by TEM or assumed ACM.

FIELD NOTES:

ANALYZE: ☐ ALL ☑ STOP AT FIRST POSITIVE ☐ PLM ☐ TEM (if necessary)

* Materials containing 10% or more vermiculite are reported as Asbestos Containing Material (ACM)

LABORATORY TESTING SERVICES INC.
45-09 GREENPOINT AVE.
LIC, NY 11104
Ph.: (718) 389 3470, Fax: (718) 389 3471

BULK (NOB) ASBESTOS ANALYSIS BY POLARIZED LIGHT MICROSCOPY AND TRANSMISSION ELECTRON MICROSCOPY

CLIENT/ ADDRESS: Airtek Environmental / 39-37 29th St., L.I.C., NY 11101	PROJECT: 733 Amsterdam Ave. Project #: 13-0281
ANALYT. METHODOLOGIES: ELAP 198.4	LABORATORY ID #: 13-02-216
DATES OF ANALYSIS: 02/21/13	DATE OF REPORT: 02/22/13

LABORATORY RESULTS

CLIENT #	LAB. ID #	LOCATION	%ORG	%ASI	%All	PLM RESULTS	TYPE OF ASBEST.	TEM RESULTS	TYPE OF ASBEST.	POSIT. / NEGAT.
06	13-02-216-01	Mastic			11.70	NA	NA	1.30	Chrys.	Posit.
07	13-02-216-02	Mastic			8.3	NA	NA	SAMPLE NOT ANALYZED		
08	13-02-216-03	Waterproofing			1.6	NA	NA	NAD	NA	Negat.
09	13-02-216-04	Waterproofing			1.1	NA	NA	NAD	NA	Negat.

ANALYST
E. Loukianova

LABORATORY DIRECTOR
E. Dimitrakas

LABORATORY ACCREDITATION NUMBERS: NVLAP Lab Code 101958-0, ELAP 10955

- Samples will be stored for sixty (60) days. LTS Inc. should be notified within this time frame for a true duplicate analysis.
- The report relates only to items tested. This report must not be used to claim product endorsement by NVLAP or any other agency of the U.S. Government. Test reports may not be reproduced except in full and with prior approval of LTS Inc.
- NAD: No Asbestos Detected
- The liability of LTS Inc. with respect to the services charged, shall in no event exceed the amount of the invoice.

13-02-216

TEM

AIRTEK ENVIRONMENTAL CORP.

39-37 29th Street, Long Island City, NY 11101
Tel: 718-937-3720 Fax: 718-937-3721
www.airtekenv.com

ACM BULK SAMPLE ANALYSIS
CHAIN OF CUSTODY TRANSMITTAL

PROJECT NUMBER: #13-0281
CLIENT/LOCATION: 733 Amsterdam ave
DATE SAMPLED: LIC
LABORATORY: LIC
45-09 Greenpoint ave L.I.C.

SAMPLE NUMBER	HOMOGENOUS AREA	LAB ID#	SAMPLE DESCRIPTION	SAMPLE LOCATION
6		21117	Mastic	(+) 1.3/1, CH
7		18	↓	NA
8		19	Waterproofing	(-) NAD
9		20	↓	↓

# OF ITEMS:	TIME:	DATE:	RELINQUISHED BY:	RECEIVED BY:
4		2/20/13	E. Martinez	Craig Roth 2/20/13 20:00

SPECIAL INSTRUCTIONS:
Analyze for TEM 24 HR. TAT * Stop at 1st. Positive *

EMAIL Results : EMART@AIRTEKENV.COM

AIRTEK ENVIRONMENTAL CORP.
39-37 29TH STREET
LONG ISLAND CITY, NY 11101

CLIENT: MACE NORTH AMERICA LIMITED
SITE: 733 AMSTERDAM AVENUE
COMMUNITY ROOM, 2ND FLOOR
NEW YORK, NY 10025

SAMPLE DATE: 4/1/2013
DATE RECEIVED: 4/3/2013
REPORT DATE: 4/22/2013 TW

POLARIZED LIGHT MICROSCOPY (PLM)
PROJECT: 13-0281

Sample/ Lab ID	LOCATION	APPEARANCE	SAMPLE TREATMENT	ASBESTOS TYPE %	VERMICULITE %	FIBROUS TYPE %	NON-FIBROUS TYPE %
01 212500	PIPE INSULATION, WHITE COLOR COMMUNITY ROOM	TAN HETEROGENEOUS FIBROUS	TEASED	CHRYSOTILE 20%	NONE	CELLULOSE 80%	NONE
02 212501	PIPE INSULATION, WHITE COLOR COMMUNITY ROOM	TAN HETEROGENEOUS FIBROUS	NA/PS				
03 212502	PIPE INSULATION, WHITE COLOR COMMUNITY ROOM	TAN HETEROGENEOUS FIBROUS	NA/PS				
04 212503	PIPE INSULATION, BEIGE COLOR COMMUNITY ROOM	YELLOW HETEROGENEOUS FIBROUS	TEASED	NONE	NONE	FIBERGLASS 100%	NONE
05 212504	PIPE INSULATION, BEIGE COLOR COMMUNITY ROOM	YELLOW HETEROGENEOUS FIBROUS	TEASED	NONE	NONE	FIBERGLASS 100%	NONE
06 212505	PIPE INSULATION, BEIGE COLOR COMMUNITY ROOM	YELLOW HETEROGENEOUS FIBROUS	TEASED	NONE	NONE	FIBERGLASS 100%	NONE

NOTE: Materials containing 10% or more vermiculite are reported as Asbestos Containing Material (ACM).

Approved Signatory: _____ Analyst: J. BENNETT Date Analyzed: 4/3/2013
Microscope: Nikon Labophot POL Method: PLM With EPA 600/M4/82/020, ELAP 198.1 AND ELAP 198.6
Methods of stratified point counting or negative scanning are used on 4 mounts.
Polarized light microscopy is not consistently reliable in detecting asbestos in floor covering/non-friable organically bound materials (NOB's).
NOB's should be analyzed by quantitative TEM. The above test report relates only to item tested.
Layered samples are analyzed by layer. Any positive layer will be reported separately.
Asbestos % is based on visual estimate using point counting rules described in ELAP 198.1.
The sample results are accurate to within +/- 5-10 percent as measured by the calibrated visual method.
Airtek collects samples in accordance with EPA 40 CFR Part 763.
This report should not be used to claim product certification, approval or endorsement by NVLAP,
NIST or any agency of the federal government and may not be reproduced, except in full, without written approval by Airtek.
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Currently accredited by the NVLAP lab code 102011-0 for Bulk Asbestos Analysis (PLM). Accreditation Valid Through: March 31, 2013.
Currently accredited by AIHA (100275) for Industrial Hygiene Laboratory Accreditation Program. Accreditation Valid Through: June 1, 2013.
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TURN AROUND TIME:
☐ RUSH ☐ 6 HRS ☒ 24 HRS ☐ OTHER

ASBESTOS FIELD SURVEY DATA SHEET / BULK SAMPLE LOG

PAGE 1 OF 1

PROJECT NO.: 13-0281
CLIENT: MACE NORTH AMERICA LTD.
PROJECT SITE: 733 AMSTERDAM AVE, NY, NY
INVESTIGATOR:

LOCATION(S) SURVEYED: COMMUNITY ROOM
SCOPE OF WORK: BULK SAMPLING
INSPECTOR: R. Canavra DATE(S) OF INSPECTION: 04/01/2013

HA	Sample #	Lab #	Material Description	Sample Location	QUANTITY (LF/SF)	ASSESSMENT COND	ASSESSMENT FRIAB	Asbestos %	Vermiculite* %
	01	212500	PIPE INSULATION WHITE COLOR	COMMUNITY ROOM	N/A	1, 2, 3, 4, 5, 6, 7 G MD P	Y N	20% Chrysotile Aff	NAD
	02	1	↓	↓	↓	1, 2, 3, 4, 5, 6, 7 G MD P	Y N	NA/PS	↓
	03	2	↓	↓	↓	1, 2, 3, 4, 5, 6, 7 G MD P	Y N	NA/PS	↓
	04	3	PIPE INSULATION BEIGE COLOR	↓	↓	1, 2, 3, 4, 5, 6, 7 G MD P	Y N	NAD	NAD
	05	4	↓	↓	↓	1, 2, 3, 4, 5, 6, 7 G MD P	Y N	↓	↓
	06	212544	↓	↓	↓	1, 2, 3, 4, 5, 6, 7 G MD P	Y N	↓	↓
						1, 2, 3, 4, 5, 6, 7 G MD P	Y N		
						1, 2, 3, 4, 5, 6, 7 G MD P	Y N		
						1, 2, 3, 4, 5, 6, 7 G MD P	Y N		

PHYSICAL CONDITION ASSESSMENT	FRIABLE	PLM - POLARIZED LIGHT MICROSCOPY / TEM - TRANSMISSION ELECTRON MICROSCOPY	NYSDOL INSPECTOR: CERTIFICATE NO.:
1 Damaged or Significantly Damaged Friable TSI 2 Damaged Friable Surfacing ACM 3 Significantly Damaged Friable Surfacing ACM 4 Damaged or Significantly Damaged Friable Misc. ACM 5 ACBM with potential for Damage 6 ACBM with potential for Significant Damage 7 Remaining Friable or Suspect ACBM G – Good / MD – Minor Damage / P - Poor	Yes (Y) No (N)	RELINQUISHED BY: R. CANAVRA DATE: 04/01/13 TIME: 16 RECEIVED BY: J Korlovsky DATE: 4/3/13 TIME: ANALYZED BY: Joan Benvenuto Joan Benvenuto DATE: 4/3/13 TIME: 5/A CHECKED BY: DATE: 4/5/13 TIME:	TELEPHONE NO.: (718)937-3720 ADDRESS: Airtek Environmental Corp. 39-37 29th Street, L.I.C., NY 11101 1. A visual determination of accessible suspect materials and condition. 2. Collect bulk samples of suspect building materials. 3. A physical "Hand Pressure" test for determining friability and condition. 4. Assessment of suspect friable and non-friable materials and locations. 5. Quantify the amount of suspect materials in their respective locations. 6. Submit bulk samples for analysis by PLM and/or TEM Method. 7. Bulk Sample locations and suspect materials were identified on the appropriate building floor plan diagram with the sample number. 8. A Chain of Custody record accompanied the samples to the laboratory. 9. Any inconclusive result for a NOB must be confirmed by TEM or assumed ACM.

FIELD NOTES:

ANALYZE: POSITIVE ☐ ALL ☒ STOP AT FIRST ☐ PLM ☐ TEM

* Materials containing 10% or more vermiculite are reported as Asbestos Containing Material (ACM)

AIRTEK ENVIRONMENTAL CORP.
39-37 29TH STREET
LONG ISLAND CITY, NY 11101

AXON
733 AMSTERDAM AVE

SAMPLE DATE: 4/25/2013
DATE RECEIVED: 4/25/2013
REPORT DATE: 5/1/13 C.S.

POLARIZED LIGHT MICROSCOPY (PLM)
PROJECT: #13-0258

Sample/ Lab ID	LOCATION	APPEARANCE	SAMPLE TREATMENT	ASBESTOS TYPE %	VERMICULITE %	FIBROUS TYPE %	NON-FIBROUS TYPE %
1 213325	6" ELBOW BOILER ROOM	WHITE HETEROGENEOUS FIBROUS	TEASED	CHRYSOTILE 25%	NONE	CELLULOSE 2%	CARBONATES 73%
2 213326	6" ELBOW BOILER ROOM		NAPS				
3 213327	6" ELBOW BOILER ROOM		NAPS				
4 213328	8" ELBOW WATER PUMP ROOM	WHITE HETEROGENEOUS FIBROUS	TEASED	NONE	NONE	FIBERGLASS 40%	CARBONATES 60%
5 213329	8" ELBOW WATER PUMP ROOM	WHITE HETEROGENEOUS FIBROUS	TEASED	NONE	NONE	FIBERGLASS 35%	CARBONATES 65%
6 213330	8" ELBOW WATER PUMP ROOM	WHITE HETEROGENEOUS FIBROUS	TEASED	NONE	NONE	FIBERGLASS 40%	CARBONATES 60%
7 213331	BLOCK INSULATION BASE OF WATER PUMP PIPE	CREAM HETEROGENEOUS FIBROUS	CRUSHED, TEASED	NONE	NONE	FIBERGLASS 25%	CARBONATES 75%
8 213332	BLOCK INSULATION BASE OF WATER PUMP PIPE	CREAM HETEROGENEOUS FIBROUS	CRUSHED, TEASED	NONE	NONE	FIBERGLASS 30%	CARBONATES 70%
9 213333	BLOCK INSULATION BASE OF WATER PUMP PIPE	CREAM HETEROGENEOUS FIBROUS	CRUSHED, TEASED	NONE	NONE	FIBERGLASS 25%, CELLULOSE 1%	CARBONATES 75%

NOTE: Materials containing 10% or more vermiculite are reported as Asbestos Containing Material (ACM).

Approved Signatory: _____ Analyst: J.BENNETT Date Analyzed: 4/26/13
Microscope: Nikon Labophot-POL Method: PLM With EPA 600/M4/82/020, ELAP 198.1 AND ELAP 198.6
Methods of stratified point counting or negative scanning are used on 4 mounts.
Polarized light microscopy is not consistently reliable in detecting asbestos in floor covering/non-friable organically bound materials (NOB's).
NOB's should be analyzed by quantitative TEM. The above test report relates only to item tested.
Layered samples are analyzed by layer. Any positive layer will be reported separately.
Asbestos % is based on visual estimate using point counting rules described in ELAP 198.1.
The sample results are accurate to within +/- 5-10 percent as measured by the calibrated visual method.
Airtek collects samples in accordance with EPA 40 CFR Part 763.
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AIRTEK ENVIRONMENTAL CORP.
39-37 29TH STREET
LONG ISLAND CITY, NY 11101

AXON
733 AMSTERDAM AVE

SAMPLE DATE: 4/25/2013
DATE RECEIVED: 4/25/2013
REPORT DATE: 5/1/13 C.S.

POLARIZED LIGHT MICROSCOPY (PLM)
PROJECT: #13-0258

Sample/ Lab ID	LOCATION	APPEARANCE	SAMPLE TREATMENT	ASBESTOS TYPE %	VERMICULITE %	FIBROUS TYPE %	NON-FIBROUS TYPE %
10 213334	6" PIPE OUTSIDE MECHANICAL ROOM	CREAM HETEROGENEOUS FIBROUS	CRUSHED, TEASED	NONE	NONE	FIBERGLASS 30%	CARBONATES 70%
11 213335	6" PIPE OUTSIDE MECHANICAL ROOM	CREAM HETEROGENEOUS FIBROUS	CRUSHED, TEASED	NONE	NONE	FIBERGLASS 25%	CARBONATES 75%
12 213336	6" PIPE OUTSIDE MECHANICAL ROOM	CREAM HETEROGENEOUS FIBROUS	TEASED	NONE	NONE	FIBERGLASS 20%	CARBONATES 80%

NOTE: Materials containing 10% or more vermiculite are reported as Asbestos Containing Material (ACM).

Approved Signatory: _____ Analyst: J.BENNETT Date Analyzed: 4/26/13
Microscope: Nikon Labophot POL Methods: PLM with EPA 600/M4/82/020, ELAP 198.1 AND ELAP 198.6
Methods of stratified point-counting or negative scanning are used on 4 mounts.
Polarized light microscopy is not consistently reliable in detecting asbestos in floor covering/non-friable organically bound materials (NOB's).
NOB's should be analyzed by quantitative TEM. The above test report relates only to item tested.
Layered samples are analyzed by layer. Any positive layer will be reported separately.
Asbestos % is based on visual estimate using point counting rules described in ELAP 198.1.
The sample results are accurate to within +/- 5-10 percent as measured by the calibrated visual method.
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TURN AROUND TIME:
☐ RUSH ☐ 6 HRS ☐ 24 HRS ☐ OTHER

ASBESTOS FIELD SURVEY DATA SHEET / BULK SAMPLE LOG

PROJECT NO.: 13-0258
CLIENT: Aron
PROJECT SITE: 733 Amsterdam Ave
INVESTIGATOR:

LOCATION(S) SURVEYED: Cellar Pipes
SCOPE OF WORK:
INSPECTOR: David Parr DATE(S) OF INSPECTION: 4/25/13

HA	Sample #	Lab #	Material Description	Sample Location	QUANTITY (LF/SF)	ASSESSMENT COND	ASSESSMENT FRIAB	Asbestos %	Vermiculite* %
	01	243825	6" elbow	pipe Boiler Room		1, 2, 3, 4, 5, 6, 7 G MD P	Y N	25% Chry	NAD
	02	26	↓	↓		1, 2, 3, 4, 5, 6, 7 G MD P	Y N	NAPS	
	03	27	↓	↓		1, 2, 3, 4, 5, 6, 7 G MD P	Y N	NAPS	
	04	28	6" elbow	water pump room		1, 2, 3, 4, 5, 6, 7 G MD P	Y N	NAD	
	05	29	↓	↓		1, 2, 3, 4, 5, 6, 7 G MD P	Y N		
	06	30	↓	↓		1, 2, 3, 4, 5, 6, 7 G MD P	Y N		
	07	31	Block Insulation	Base of water pump pipe		1, 2, 3, 4, 5, 6, 7 G MD P	Y N		
	08	32	↓	↓		1, 2, 3, 4, 5, 6, 7 G MD P	Y N		
	09	33	↓	↓		1, 2, 3, 4, 5, 6, 7 G MD P	Y N	↓	↓

PHYSICAL CONDITION ASSESSMENT
1 Damaged or Significantly Damaged Friable TSI
2 Damaged Friable Surfacing ACM
3 Significantly Damaged Friable Surfacing ACM
4 Damaged or Significantly Damaged Friable Misc. ACM
5 ACBM with potential for Damage
6 ACBM with potential for Significant Damage
7 Remaining Friable or Suspect ACBM
G – Good / MD – Minor Damage / P - Poor

FRIABLE: Yes (Y) / No (N)

PLM - POLARIZED LIGHT MICROSCOPY
TEM - TRANSMISSION ELECTRON

RELINQUISHED BY: David Parr DATE: 4/25/13 TIME: 5pm
RECEIVED BY: J. Martinez DATE: 4/25/13 TIME: 5pm
ANALYZED BY: Joan Bonner Joan Bonner DATE: 4/26/13 TIME: 3pm
CHECKED BY: DATE: 4/27/13 TIME:

NYSDOL INSPECTOR:
CERTIFICATE NO.:
TELEPHONE NO.: (718)937-3720
ADDRESS: Airtek Environmental Corp.
39-37 29th Street, L.I.C., NY 11101

1. A visual determination of accessible suspect materials and condition.
2. Collect bulk samples of suspect building materials.
3. A physical "Hand Pressure" test for determining friability and condition.
4. Assessment of suspect friable and non-friable materials and locations.
5. Quantify the amount of suspect materials in their respective locations.
6. Submit bulk samples for analysis by PLM and/or TEM Method.
7. Bulk Sample locations and suspect materials were identified on the appropriate building floor plan diagram with the sample number.
8. A Chain of Custody record accompanied the samples to the laboratory.
9. Any inconclusive result for a NOB must be confirmed by TEM or assumed ACM.

FIELD NOTES:

ANALYZE: ☐ ALL ☐ STOP AT FIRST POSITIVE
☐ PLM ☐ TEM

* Materials containing 10% or more vermiculite are reported as Asbestos Containing Material (ACM)

TURN AROUND TIME:
☐ RUSH ☐ 6 HRS ☐ 24 HRS ☐ OTHER

ASBESTOS FIELD SURVEY DATA SHEET / BULK SAMPLE LOG

PROJECT NO.: 13-0255
CLIENT: Axon
PROJECT SITE: 733 Amsterdam Ave
INVESTIGATOR:

LOCATION(S) SURVEYED: Cellar Bldg
SCOPE OF WORK:
INSPECTOR: David Lee DATE(S) OF INSPECTION: 4/25/13

HA	Sample #	Lab #	Material Description	Sample Location	QUANTITY (LF/SF)	ASSESSMENT COND	ASSESSMENT FRIAB	Asbestos %	Vermiculite* %
	10	213334	6" pipe	outside mech room		1, 2, 3, 4, 5, 6, 7 G MD P	Y N	NAD	NAD
	11	35	↓	↓		1, 2, 3, 4, 5, 6, 7 G MD P	Y N	↓	↓
	12	36	↓	↓		1, 2, 3, 4, 5, 6, 7 G MD P	Y N	↓	↓
						1, 2, 3, 4, 5, 6, 7 G MD P	Y N		
						1, 2, 3, 4, 5, 6, 7 G MD P	Y N		
						1, 2, 3, 4, 5, 6, 7 G MD P	Y N		
						1, 2, 3, 4, 5, 6, 7 G MD P	Y N		
						1, 2, 3, 4, 5, 6, 7 G MD P	Y N		
						1, 2, 3, 4, 5, 6, 7 G MD P	Y N		

PHYSICAL CONDITION ASSESSMENT
1 Damaged or Significantly Damaged Friable TSI
2 Damaged Friable Surfacing ACM
3 Significantly Damaged Friable Surfacing ACM
4 Damaged or Significantly Damaged Friable Misc. ACM
5 ACBM with potential for Damage
6 ACBM with potential for Significant Damage
7 Remaining Friable or Suspect ACBM
G – Good / MD – Minor Damage / P - Poor

FRIABLE
Yes (Y)
No (N)

PLM - POLARIZED LIGHT MICROSCOPY
TEM - TRANSMISSION ELECTRON MICROSCOPY

RELINQUISHED BY: David Lee DATE: 4/25/13 TIME: 5:30pm
RECEIVED BY: [signature] DATE: 4/25/13 TIME: 5:30pm
ANALYZED BY: Joan Benua Joan Benua DATE: 4/26/13 TIME: 3pm
CHECKED BY: [signature] DATE: 4/29/13 TIME:

NYSDOL INSPECTOR:
CERTIFICATE NO.:
TELEPHONE NO.: (718)937-3720
ADDRESS: Airtek Environmental Corp.
39-37 29th Street, L.I.C., NY 11101

1. A visual determination of accessible suspect materials and condition.
2. Collect bulk samples of suspect building materials.
3. A physical "Hand Pressure" test for determining friability and condition.
4. Assessment of suspect friable and non-friable materials and locations.
5. Quantify the amount of suspect materials in their respective locations.
6. Submit bulk samples for analysis by PLM and/or TEM Method.
7. Bulk Sample locations and suspect materials were identified on the appropriate building floor plan diagram with the sample number.
8. A Chain of Custody record accompanied the samples to the laboratory.
9. Any inconclusive result for a NOB must be confirmed by TEM or assumed ACM.

FIELD NOTES:

ANALYZE: ☐ ALL ☐ STOP AT FIRST POSITIVE
☐ PLM ☐ TEM

* Materials containing 10% or more vermiculite are reported as Asbestos Containing Material (ACM)

APPENDIX C

9.0 Firm and Laboratory Credentials

(Personnel certificate numbers listed in section 1.0 above.
Certificate copies held on file.)

NEW YORK STATE DEPARTMENT OF LABOR
DIVISION OF SAFETY AND HEALTH
LICENSE AND CERTIFICATE UNIT
STATE CAMPUS BUILDING 12
ALBANY, NY 12240

ASBESTOS HANDLING LICENSE

Airtek Environmental Corporation

39-37 29th Street

Long Island City, NY 11101

FILE NUMBER: 9910589
LICENSE NUMBER: 28638
LICENSE CLASS: RESTRICTED
DATE OF ISSUE: 05/18/2012
EXPIRATION DATE: 06/30/2013

Duly Authorized Representative – Saad Zouak

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)

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2014
Issued April 01, 2013

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MR SAAD ZOUAK
AIRTEK ENVIRONMENT CORP
39-37 29TH STREET
LONG ISLAND CITY, NY 11101

NY Lab Id No: 11040

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 Material-PLM	Item 198.6 of Manual (NOB by PLM)

Serial No.: 48511

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.

NVLAP® National Voluntary Laboratory Accreditation Program

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2005

Airtek Environmental Corp.
39-37 29th Street
Long Island City, NY 11101
Mr. Saad Zouak
Phone: 718-937-3720 Fax: 718-937-3721
E-Mail: mzouak@airtekenv.com
URL: http://www.airtekenv.com

BULK ASBESTOS FIBER ANALYSIS (PLM) **NVLAP LAB CODE 102011-0**

NVLAP Code	*Designation / Description*
18/A01	EPA 600/M4-82-020: Interim Method for the Determination of Asbestos in Bulk Insulation Samples

2013-04-01 through 2014-03-31
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: 102011-0

Airtek Environmental Corp.

Long Island City, 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).

2013-04-01 through 2014-03-31

Effective dates

DEPARTMENT OF COMMERCE * UNITED STATES OF AMERICA *

For the National Institute of Standards and Technology

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2014
Issued April 01, 2013

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to Section 502 Public Health Law of New York State

MR. EMANUEL DIMITRAKAS
LABORATORY TESTING SERVICES INC
45-09 GREENPOINT AVENUE
LONG ISLAND CITY, NY 11104

NY Lab Id No: 10955

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 Material-PLM	Item 198.6 of Manual- NOB by PLM)
Asbestos in Non-Friable Material-TEM	Item 198.4 Of Manual
Lead In Dust Wipes	EPA 7000B
Lead in Paint	ASTM D9335-85A
Sample Preparation Methods	
	APP. 14.2 HUD JUNE 1995

Serial No. 48472

Property of the New York State Department of Health. Certificates are valid only at the address shown, must be conspicuously posted and are limited on scope/analytes. 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.

NVLAP® National Voluntary Laboratory Accreditation Program

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2005

Laboratory Testing Services Inc.
45-09 Greenpoint Avenue
Long Island City, NY 11104
Mr. Emanuel Dimitrakos
Phone: 718-389-3470 Fax: 718-389-3471
E-Mail: edimitrakas@labtestingservices.com

BULK ASBESTOS FIBER ANALYSIS (PLM) **NVLAP LAB CODE 101958-0**

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: 101958-0

Laboratory Testing Services Inc.

Long Island City, 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. 2009-01-28)

CONFIDENTIAL ATTORNEY WORK PRODUCT - A wide range of possible future assessments and taxes are possible - see limitations

169 West 95 St. M/1226/1 5/28/2013 74599262

Real estate tax projection for first year of condominium operation

	NYC tax years		First year of
Fiscal year	2013/14	2014/15	operation
From	7/1/2013	7/1/2014	1/1/2014
To	6/30/2014	6/30/2015	12/31/2014
Pro rata share	50.0000%	50.0000%	100.0000%
Residential tax	748,970	1,077,304	913,137
CU1	112,929	129,300	121,115
CU2	74,103	84,846	79,474
CU3	39,565	45,301	42,433
TOTAL	975,568	1,336,750	1,156,159

LOCAL LAW 11 REPORT

November 04, 2010

Local Law 11/98 Report – Seventh Cycle

Report of Critical Examination of
Exterior Walls and Appurtenances
(Including Platform Inspection)

AT

733 Amsterdam Avenue
New York, NY 10025
BLOCK: 1226
LOT: 1

Inspection Performed – October 20, 2010

By

Stone Engineering, PC (SEPC)
38-70 Review Avenue
Long Island City, NY 11101
(718)361-6708

In conformance with: New York City Local Law 10/80 and Local Law 11/98
(Section 27-129 of the New York City Building Code)
Rule 32-03: Periodic Inspection of Exterior Walls and Appurtenances of Buildings as per the New York City Building Code

(A)

Building Information:

Building Address:	733 Amsterdam Avenue, New York, NY 10025
Aka Address:	721-739 Amsterdam Avenue 169-177 West 95th Street 168-174 West 96th Street
Block:	1226
Lot:	01
BIN No.:	1032587
Landmark Status:	N/A
Cross Street Location:	West 95 Street, West 96 Street
Property Profile Overview (BIS):	See Appendix

(B)

Owner Information:

Name of Owner/Agent:	Paul Kahn / Paul Majewski
Business Name:	Axton Owner, LLC, c/o Grenadier Realty Corp.
Mailing Address:	70 East 55th Street, 7th Floor, New York, NY 10022
Phone No.:	(212)350-9900

(C)

Building Description:

No. of Stories:	27
Exterior Wall Type:	Brick Masonry
Height:	Approx 270 ft
Plan Dimensions:	150ft x 184ft
C. of O. No.:	103586479F
Approx Age of Bldg:	39 Years
Usage:	Residential Multi-Family Elevator Building

(D)

Summary of Building History:

Settlement:	NONE
Repairs:	▪ Sidewalk Shed for minor façade repairs approved on 09/11/1991 ▪ Sidewalk Shed for façade pointing work approved on 12/31/1991 and Signed Off on 07/19/2006. ▪ Sidewalk Shed for façade repair work approved on 09/16/1999 and Signed Off on 02/24/2004. ▪ Sidewalk Shed for alteration work approved on 10/22/2009
Changes to Bldg Exterior:	NONE

(E)

Critical Examination:

- Review of Sixth Cycle filing report of Critical Examination; Report filed SWARMP.
  Sixth Cycle Report Prepared by: Braxton Engineering, PC
  149 West 12th Street
  New York, NY 10011
  T: 212-645-2600
- Stone Engineering, PC (SEPC) performed visual/critical examination of exterior walls and appurtenances using high-powered binoculars and photographic technique from grade level.
- SEPC performed physical examination from suspended scaffolding; location shown on plot plan (see appendix).

(F)

Physical Examinations:

1. Extent and location of physical examinations include:

   The critical examination was performed under the guidelines of the Administrative Code of the City of New York. Under the code the use of high-powered binoculars and photographic techniques are permitted for the examination of building walls and appurtenances using suspended scaffolding at representative sample locations of the exterior wall at the street façades of the building. Representative location is shown on the attached plot plan (see appendix).

Riggers & Consultants: Amcon Contracting Corp
5218 New Utrecht Avenue
Brooklyn NY 11219

- Rigger License Holder: Mr. Ashraf Ahmed #: 6157

2. Location Diagram showing Main Entrance & North arrow: See appendix.

3. Dates of Critical Examination:
   - Close-up Inspections: October 20, 2010
   - Completion of Critical Exam: October 22, 2010

(G)

Report of all Conditions Observed/Detected:

1. Deterioration Observed: NONE

2. Report of Water Intrusion: During the critical examination and inquiry, the subject building contained NO known or active leaks; therefore the building has been judged water tight.

3. Classification of Conditions: "SAFE"

4. Exterior Appurtenances:
   - Based on our recent observations no satellite dishes or antennas are present.
   - Building is equipped with through wall air conditioning units. No Unsafe conditions were observed.
   - No flower pots and/or planters on windows, parapet walls or railings were observed at the time of our inspection. Superintendent was instructed that these areas should remain free of such items as they could potentially deteriorate and fall during heavy storms.
   - The balcony, terrace and walkway railings were all found to be in fair condition.
   - Exterior windows and doors were found to be of satisfactory condition at this time; however they should be painted and/or maintained on an ongoing basis.
   - The entrance awning appears to be of satisfactory condition and properly secured. Superintendent should periodically check the supports to insure proper stability as severe weather could alter the condition of such supports.

5. Scheduled Maintenance and Repairs:
   - The building will require painting of the balcony undersides.
   - The age of the building is a detrimental factor and routine maintenance is required to upkeep the building. Building staff should inspect building envelope on frequent intervals to insure that any water infiltration areas are dealt with promptly and with minimal damage. Railings, metal copings, fire escapes, metal panels should be checked frequently to insure that they are properly secured.

(H)

Analysis of Conditions Observed/Detected:

- NO SWARMP AND UNSAFE CONDITIONS OBSERVED.

(I)

Status of Exterior Maintenance:

- The building is generally maintained in proper condition as the Owner has implemented a building wide scheduled maintenance program.
- It appears that the Building Owner has committed the necessary resources and staff to provide ongoing maintenance as conditions present themselves.

(J)

Comparison of Current Conditions vs. Last Cycle:

Comparison of 6th Cycle with 7th Cycle Report: The Sixth (6th) Cycle report was filed with the 07/03/2008; the classification was "SWARMP". It appears that miscellaneous repairs were performed, including:

a) Balcony coating/painting.
b) Concrete repairs.

1. Façade Related Projects/Permits: There are no façade project on record; however, there are currently there are two (2) open equipment permits for sidewalk shed (see Appendix).

2. Not Applicable, there are no façade projects on record.

3. ECB Façade Violations:
   1. ECB Violation Number: 34851914N
   2. ECB Violation Number: 34837855L

(K)

Schedule of Repairs:

- NOT APPLICABLE; NO SWARMP AND UNSAFE CONDITIONS OBSERVED.

(L)

Work Permits Required:

- NOT APPLICABLE; NO SWARMP AND UNSAFE CONDITIONS OBSERVED.

(M)

Photos & Building Diagram:

- See appendix for photographs of all elevations.

(N)

Report Findings & Building Classification:

- The building is classified as SAFE.

(O)

Seal & Signature:

Evan Petkanas, P.E

Date: 11/26/2010

STATE OF NEW YORK
EVAN PETKANAS
081090
LICENSED PROFESSIONAL ENGINEER

(P)

Appendices:

1. Stone Engineering Conditions of the Critical Examination Report.
2. General Recommendations
3. BIS Property Profile Overview.
4. BIS Facades on Block/Lot.
5. ECB Façade Violation Summary.
6. BIS Document Overview for façade-related alteration and shed applications.
7. Plot Plan.
8. Photographs.

.....End of Critical Examination Report.....

Appendices:

1. Stone Engineering Conditions of the Critical Examination Report.
2. General Recommendations
3. BIS Property Profile Overview.
4. BIS Facades on Block/Lot.
5. ECB Façade Violation Summary.
6. BIS Document Overview for façade-related alteration and shed applications.
7. Plot Plan.
8. Photographs.

Stone Engineering, PC Conditions of Critical Examination Report

Stone Engineering, PC, has been retained exclusively for the Critical Examination of the building walls and appurtenances thereof, in conformance with New York City Local Law 11/98. Our responsibility is limited solely to that of Critical Examination, preparation, and filing of the foregoing report. No statement is intended to extend our liability beyond that required by local Law 11/98.

This report renders an opinion as to the condition of the exterior walls as of the dates on which the examinations were conducted. Though not mandated by Local law 11/98, it would be prudent to conduct periodic examinations of the building's exterior walls at annual intervals prior to the next standard reporting in 2015-2018. The accuracy of this report is limited to observations reasonably made using the investigation procedures described above. Concealed conditions (backup masonry, structural steel framing, concealed clips, etc.) are beyond the scope of this report.

The Engineer represents the Owner in that the Engineer's services shall be performed in accordance with those usual and customary standards of professional care, skill and diligence which are at the time of performance of services under this Agreement commonly followed by Engineers/Architects performing the same or similar services in the locale in which the Engineer's office and the Owner are located.

The Engineer has not been retained to perform an in depth study of the causes of the conditions noted in the report nor has he been retained to prepare construction or repair specifications to file plans with the NYC Department of Buildings, to file follow-up reports, to supervise or observe any repairs or provide any other services.

The Engineer assumes no responsibility for the adequacy of the design or construction of the original building; nor for the adequacy of installations, alterations, maintenance or repair work either performed in the past, present or future by contractors or maintenance personnel; nor for any construction details which are not visible. Nothing in this report should be construed as indicating a warranty of any nature by the Engineer relative to any of these items. The Engineer's liability for any claimed error, omission, wrongful conduct or professional negligence will be limited to an amount equal to the Engineer's fee. Under no circumstances should this be extended beyond the Engineer's fee. The Engineer also assumes no responsibility for the condition or safety of glass items. In particular, nothing shall be interpreted from this report as indicating that the Engineer has offered an opinion regarding the adequacy of the building's construction or appurtenances or their suitability or availability to furnish support for scaffolds, washing equipment, or other devices. No such opinions have been offered.

All dimensions of building height, location and size are approximate within the accuracy requirements of this report and are not to be used for other purposes. In addition, the accuracy of items such as Building Owner, Principal Officer; date of construction, usage, etc. cannot be guaranteed by the Engineer. As described in the report, this inspection was a visual inspection utilizing methods and techniques approved for Local Law 11 inspections. Services to be performed by the Engineer pursuant to this Agreement are intended solely for the benefit of the Owner, and no benefit is meant to be conferred upon any person or entity shall be entitled to rely on the Architect's performance of its services hereunder, and no right to assert claim against the Engineer shall accrue to the Contractor or to any subcontractor, consultant, engineer, supplier, fabricator, manufacturer, lender, tenant, insurer, surety or any other third party as a result of this Agreement or the performance or non-performance of the Engineer's services hereunder.
The Local Law 11-98 report prepared by the Engineer shall NOT be used:

A. As any representative or as the basis of any such building referred to, either for sale as cooperatives or any other sale.
B. As a determination of causes of conditions noted in the report.
C. As a criticism of previous designers, contractors or anyone responsible for the building.
D. As a contract or part of a contract for maintenance work.
E. As a legal description of the property.
F. For any purpose other than filing a Local Law 11-98 report.

Conditions of the building noted and identified in the Local Law 11-98 report are limited to the date of the report.

The condition of glass has been included only if it is obviously cracked and obviously in danger of falling from the building.

The Owner's responsibilities include:

a. Correcting immediately all conditions noted in the Local Law 11-98 report as "Unsafe," if necessary.
b. Notifying the Building Department of the corrections made for "Unsafe" conditions.
c. Preparing a maintenance program for the correction of any conditions noted work repair and maintenance program.
d. Complying with all laws, rules and regulations of the New York City Building Department pertaining to Local Law 11-98.

The suitability for use of any facility, appurtenance, or attachment intended to be utilized by workers, contractors, etc. (e.g. window washing hooks) is beyond the scope of this report.

Statements made in this report may not be used as criticism of previous designers, contractors, or anyone responsible for the building, or as the basis for any sale of the subject building.

General Recommendations

It is recommended that the building facade and appurtenances be inspected regularly by a licensed Professional Engineer to monitor building conditions so that they do not progress to unsafe condition status. These conditions, including such items as awnings, railing, signs, window glass, sills etc., should also be monitored regularly by Building Maintenance Personnel to minimize potential problems. Particular attention should be devoted to areas where deterioration has already occurred. As described in this report, these conditions should be corrected as soon as possible. The Owner or Property Manager should also advise the window washers, and other contractors working on the building, to inform him of deterioration or other problems observed during the course of his work. The Management should be certain that all window guards required by Law are properly installed, maintained and secured. Window screens should also be monitored. All building components, including parapet wall heights, should conform to all building code provisions.

No warranties are offered relative to the future condition of the building. Regular monitoring and annual inspection of the exterior walls is recommended. The fact that portions or elements of this building are not noted as needing repair in this report does not mean that repairs relative to such items will not be needed in the future. An assessment of the compliance of this building with the Building Code is beyond the scope of this inspection.

The Owner or Property Manager should be certain that no loose items or objects (such as potted plants) are placed on sills, ledges, fire escapes or other areas where they could fall. He should also be certain that window sills are kept free of debris. Similarly, the Building Owner or Manager must be sure that window air conditioning units are properly installed, maintained and supported at all times.

The Building Manager should continually examine the premises and monitor conditions of this nature and require the removal or correction of potentially unsafe items of this kind. It is advisable to require window air conditioning units be installed by competent professionals in accordance with the manufacturer's recommendations and good safety practices.

Building Management should be certain that unsafe conditions do not result from items of this nature . (potted plants on ledges, window air conditioners etc.) Items of this nature are frequently installed on a temporary basis and cannot be the responsibility of the Engineer.

It is recommended that the Owner and Building Manager keep records of all exterior building repairs and of all problems related to the building exterior. These records should be made available to the Engineer performing the Local Law 11 inspection or providing services relative to exterior facade conditions. It is recommended that a yearly inspection/maintenance program be instituted to promptly repair any newly developed unsafe conditions.

NYC Buildings

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NYC Department of Buildings

Property Profile Overview

733 AMSTERDAM AVENUE MANHATTAN 10025 BIN# 1032587

AMSTERDAM AVENUE	721 - 739	Health Area	: 3210	Tax Block	: 1226
WEST 95 STREET	169 - 177	Census Tract	: 181	Tax Lot	: 1
WEST 96 STREET	168 - 174	Community Board	: 107	Condo	: NO
		Buildings on Lot	: 1 .	Vacant	: NO .

View DCP Addresses... Browse Block

View Zoning Documents | View Challenge Results | View Certificates of Occupancy

PARTIAL VACATE EXISTS ON THIS PROPERTY

Cross Street(s):	WEST 95 STREET, WEST 96 STREET		
DOB Special Place Name:			
DOB Building Remarks:			
Landmark Status:		Special Status:	N/A
Local Law:	YES	Loft Law:	NO
SRO Restricted:	NO	TA Restricted:	NO
UB Restricted:	NO		
Little 'E' Restricted:	N/A	Grandfathered Sign:	NO
Legal Adult Use:	NO	City Owned:	NO
Additional BINs for Building:	NONE		

Special District: NONE

This property is not located in an area that may be affected by Tidal Wetlands, Freshwater Wetlands, or Coastal Erosion Hazard Area. Click here for more information

Department of Finance Building Classification: D6-ELEVATOR APT

Please Note: The Department of Finance's building classification information shows a building's tax status, which may not be the same as the legal use of the structure. To determine the legal use of a structure, research the records of the Department of Buildings.

	Total	Open
Complaints	32	1
Violations-DOB	64	5
Violations-ECB (DOB)	21	2
Jobs/Filings	59	
ARA / LAA Jobs	1	
Total Jobs	60	
Actions	331	

OR Enter Action Type:

OR Select from List:

Select...

AND Show Actions

Elevator Records
Electrical Applications
Permits In-Process / Issued
Illuminated Signs Annual Permits
Plumbing Inspections
Open Plumbing Jobs / Work Types
Facades
Marquee Annual Permits
Boiler Records
DEP Boiler Information

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

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NYC Department of Buildings

Facades on Block / Lot

Premises: 721 AMSTERDAM AVENUE MANHATTAN BIN: 1032587 Block: 1226 Lot: 1

Filter by cycle: Show All Cycles GO

CYCLE	SUB-CYCLE	CONTROL NUMBER	HOUSE NUMBER	STREET NAME	BBL SEQNO	CURRENT STATUS	BIN	NUM STORIES	INIT FILE DATE
04		403600	733	AMSTERDAM AVENUE	01	PR	1032587	027	01/26/1996
05		503856	733	AMSTERDAM AVENUE	01	SW	1032587	027	12/15/2003
06		603856	733	AMSTERDAM AVENUE	01	SW	1032587	027	07/03/2008
07	A	703856	733	AMSTERDAM AVENUE	01	NR	1032587	027	

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

ECB Façade Violations:

1. ECB Violation Number: 34837855L
   - Issued April 11, 2010 for "FAILURE TO MAINTAIN EXTERIOR BLDG WALL IN THAT ON NUMEROUS CONCRETE BALCONIES LOCATED THRU OUT BLDG THERE ARE AREA OF SPALLING CONCRETE SOME W/ EXPOSED REBAR REM: MAKE SAFE IMMEDIATELY MAKE ALL NECESSARY REPAIR." Hearing scheduled for March 3, 2011.

2. ECB Violation Number: 34851914N
   - Issued on June 29, 2010 for "FAILURE TO MAINTAIN BLDG IN A CODE COMPLAINT MANNER DEFECT NOTED:@ TIME OF INSP THE RAILING ON TERRACE LOCATED @ APT#20A IS LOOSE WITH ANCHORS THAT ARE PULLING UP OUT OF CONCRETE SLAB.REM:REPAIR &/OR REPLACE IM." Attended hearing, condition corrected; pending certificate of compliance.

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ECB Violation Details

Premises: 721 AMSTERDAM AVENUE MANHATTAN Filed At: 733 AMSTERDAM AVENUE , MANHATTAN , NY 10025

BIN: 1032587 Block: 1226 Lot: 1 Community Board: 107

ECB Violation Summary

VIOLATION OPEN

ECB Violation Number: 34837855L

Severity: CLASS - 1

Certification Status: NO COMPLIANCE RECORDED

Hearing Status: PENDING

Penalty Balance Due: $0.00

Respondent Information

Name: AXTON OWNER LLC

Mailing Address: 169 WEST 95 STREET , NEW YORK , NY 10025

Violation Details

Violation Date: 04/11/2010 Violation Type: CONSTRUCTION

Served Date: 04/11/2010 Inspection Unit: EMERGENCY RESPONSE TEAM (ERT)

Infraction Codes	Section of Law	Standard Description
104	28-302.1	FAILURE TO MAINTAIN BLDG WALL(S) OR APPURTENANCES

Specific Violation Condition(s) and Remedy:

FAILURE TO MAINTAIN EXTERIOR BLDG WALL IN THAT ON NUMEROUS CONCRETE BALCONIES LOCATED THRU OUT BLDG THERE ARE AREA OF SPALLING CONCRETE SOME W/ EXPOSED REBAR REM: MAKE SAFE IMMEDIATELY MAKE ALL NECESSARY REPAIR

Issuing Inspector ID: 1871 DOB Violation Number: 041110CNGTV03

Issued as Aggravated Level: NO

Dept. of Buildings Compliance Information

Certification Status: NO COMPLIANCE RECORDED

Compliance On:

A Certificate of Correction must be submitted to the Administrative Enforcement Unit (AEU) for all violations. A violation that is not dismissed by ECB will continue to remain ACTIVE or "open" on DOB records until acceptable proof is submitted to the AEU, even if you have paid the penalty imposed by ECB.

ECB Hearing Information

Scheduled Hearing Date: 03/03/2011 Hearing Status: PENDING

Hearing Time: 8:30

ECB Penalty Information

Penalty Imposed: $0.00

Adjustments: $0.00

NYC Buildings

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NYC Department of Buildings

ECB Violation Details

Premises: 721 AMSTERDAM AVENUE MANHATTAN Filed At: 733 AMSTERDAM AVENUE , MANHATTAN , NY 10025

BIN: 1032587 Block: 1226 Lot: 1 Community Board: 107

ECB Violation Summary

VIOLATION OPEN

ECB Violation Number: 34851914N

Severity: CLASS - 1

Certification Status: CERTIFICATE PENDING

Hearing Status: IN VIOLATION

Penalty Balance Due: $0.00

Respondent Information

Name: AXTON OWNER LLC

Mailing Address: 169 WEST 95 STREET , NY , NY 10025

Violation Details

Violation Date: 06/29/2010 Violation Type: CONSTRUCTION

Served Date: 06/29/2010 Inspection Unit: MANHATTAN CONSTRUCTION

Infraction Codes	Section of Law	Standard Description
102	28-301.1	FAILURE TO MAINTAIN BLDG IN CODE-COMPLIANT MANNER

Specific Violation Condition(s) and Remedy:

FAILURE TO MAINTAIN BLDG IN A CODE COMPLAINT MANNER DEFECT NOTED:@ TIME OF INSP THE RAILING ON TERRACE LOCATED @ APT#20A IS LOOSE WITH ANCHORS THAT ARE PULLING UP OUT OF CONCRETE SLAB.REM:REPAIR &/OR REPLACE IM

Issuing Inspector ID: 2335 DOB Violation Number: 062910C07MT04

Issued as Aggravated Level: NO

Dept. of Buildings Compliance Information

Certification Status: CERTIFICATE PENDING

Compliance On:

Certification Submission Date: 11/05/2010

A Certificate of Correction must be submitted to the Administrative Enforcement Unit (AEU) for all violations. A violation that is not dismissed by ECB will continue to remain ACTIVE or "open" on DOB records until acceptable proof is submitted to the AEU, even if you have paid the penalty imposed by ECB.

ECB Hearing Information

Scheduled Hearing Date: 08/19/2010 Hearing Status: IN VIOLATION

Hearing Time: 8:30

ECB Penalty Information

Penalty Imposed: $1,000.00

NYC Buildings

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NYC Department of Buildings

Job Overview

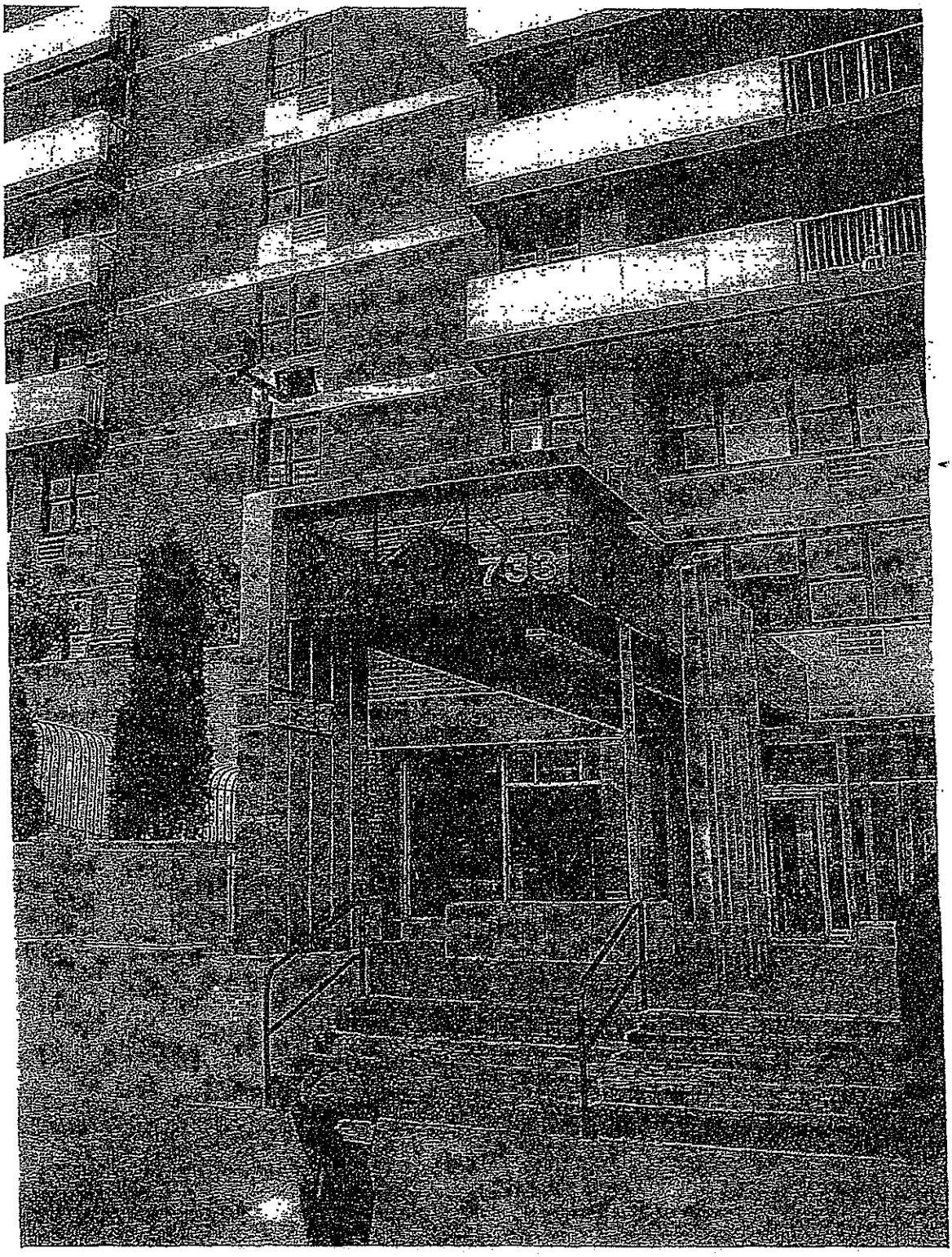
Premises: 721 AMSTERDAM AVENUE MANHATTAN BIN: 1032587 Block: 1226 Lot: 1

To start overview at new date, select Month: Day: Year:

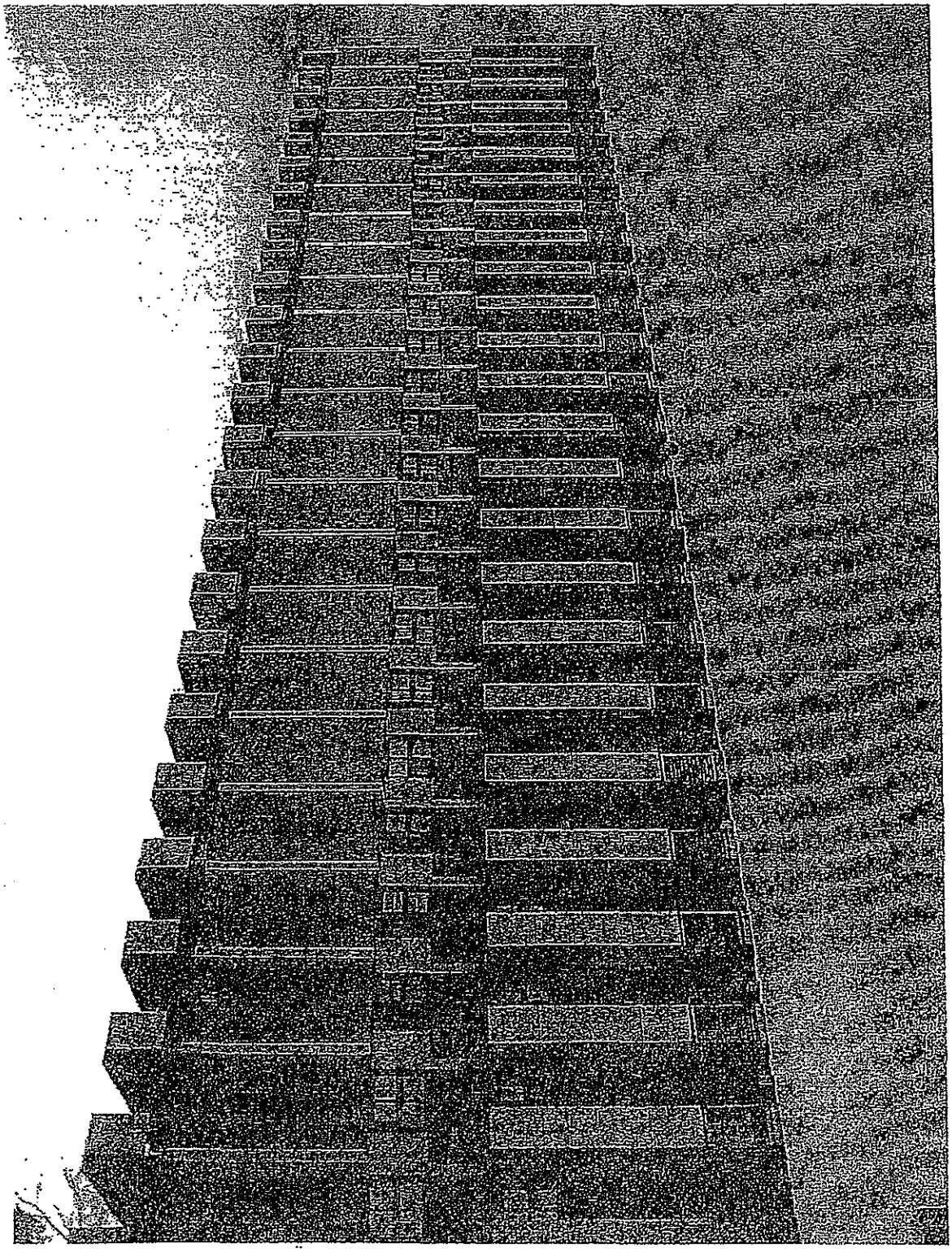
A3 - ALTERATION TYPE 3 Show All Filings APPLY

FILE DATE	JOB #	DOC #	JOB TYPE	JOB STATUS	STATUS DATE	LIC #	APPLICANT	IN AUDIT	ZONING APPROVAL
09/06/1991	100323259	01	A3	R PERMIT-ENTIRE	09/12/1991		HERMAN		NOT APPLICABLE
	INSTALLATION OF A 110' HEAVY DUTY SHED ON AMSERDAM AVE. NO CHANGE IN Work on Floor(s): GRO,UND								
12/30/1991	100347509	01	A3	X SIGNED OFF	07/19/2006		GROSSMAN		NOT APPLICABLE
	ERECT HEAVY DUTY SHED 125'-0" (300#PSF) TO REPAIR FACADE OF BUILDING Work on Floor(s): GRO								
09/14/1999	102442126	01	A3	X SIGNED OFF	02/24/2004		OFARRELL		NOT APPLICABLE
	INSTALLATION OF A HEAVY DUTY 500' DURING FACADE REPAIR. SHED TO COMPLY Work on Floor(s): GRD								
10/22/2009	120191363	01	A3	R PERMIT-ENTIRE	10/22/2009	0052024 PE	TAUBERER		NOT APPLICABLE
	INSTALLATION OF 580 LINEAR FEET OF HEAVY DUTY SIDEWALK SHED FOR BUILDING Work on Floor(s): GRO								

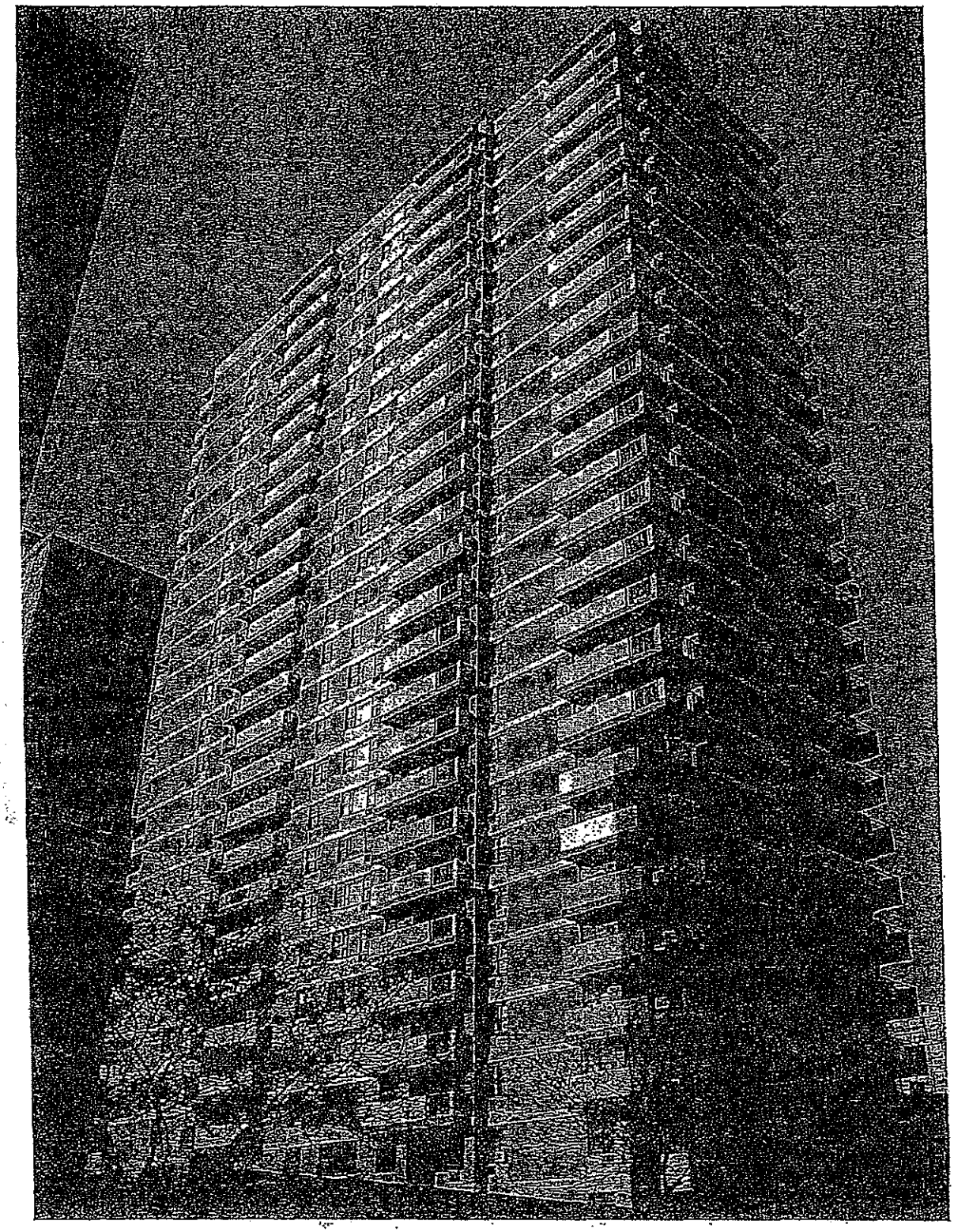
If you have any questions please review these Frequently Asked Questions, the Glossary, or call the 311 Citizen Service Center by dialing 311 or (212) NEW YORK outside of New York City.



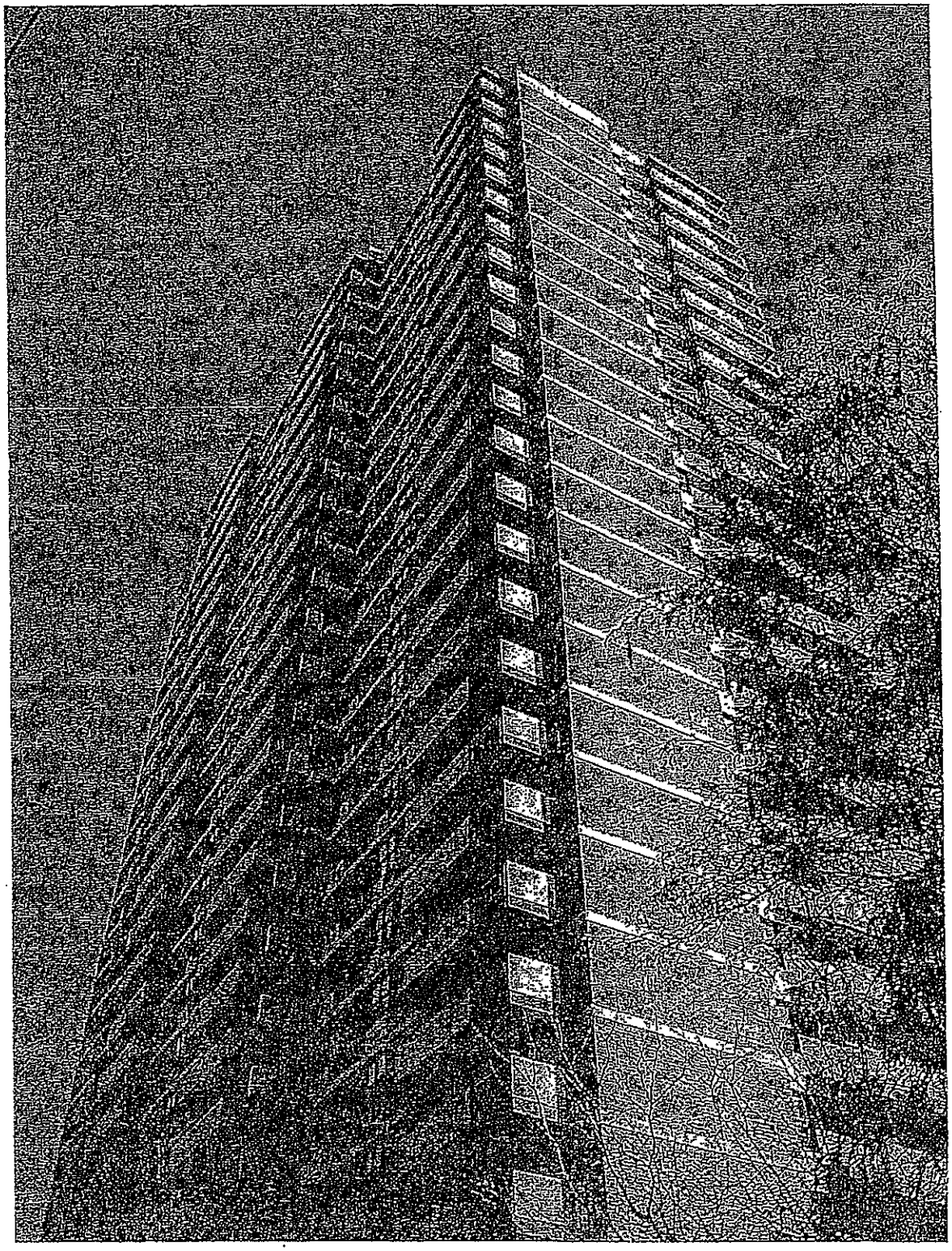
733 Amsterdam Ave - Main Entrance



733 Amsterdam Ave – North Elevation



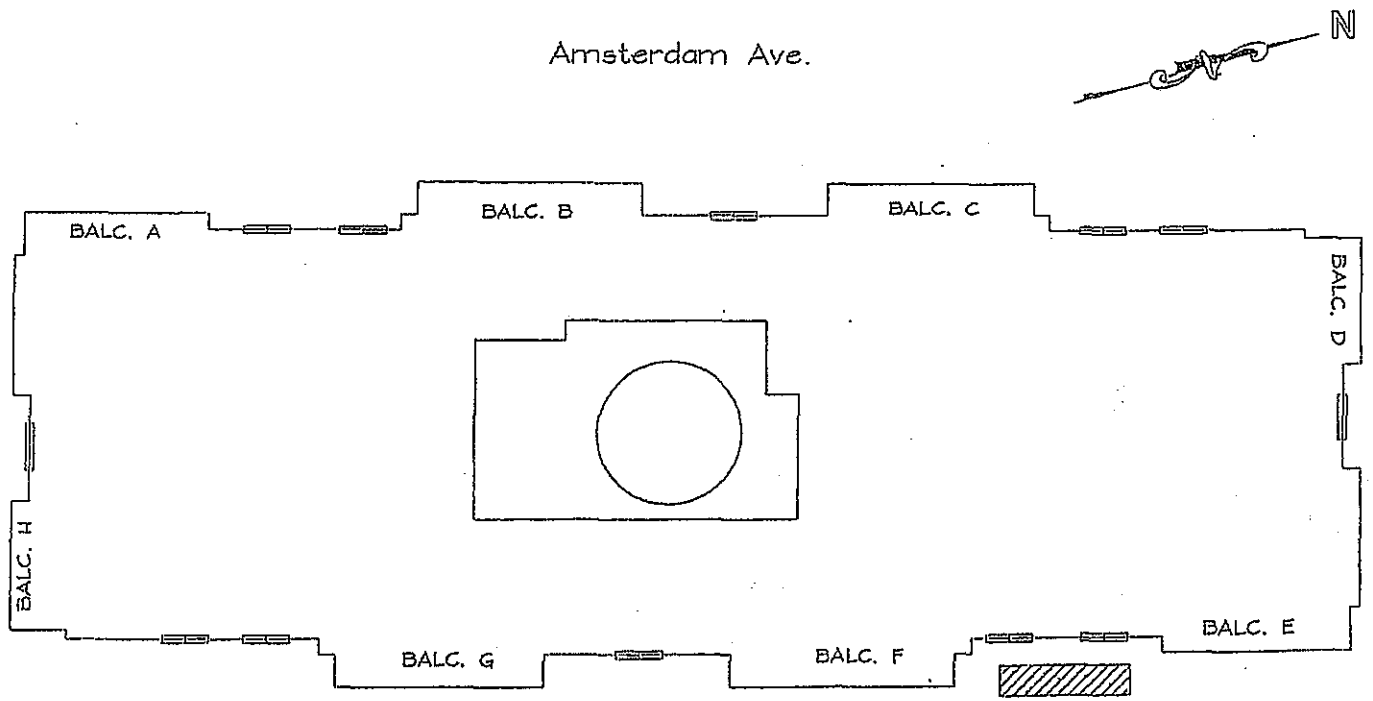
733 Amsterdam Ave – East Elevation



733 Amsterdam Ave – South Elevation

733 Amsterdam Ave – West Elevation

733 Amsterdam Avenue, NYC



1 / A.00 ROOF PLAN VIEW
SCALE: NONE

LOCATION OF CLOSE-UP INSPECTION

ENGINEERING
38 - 70 REVIEW AVENUE
L.I.C., NEW YORK 11101
TEL. 718 361-6700 FAX. 718.361-6709

-239-

REVISIONS:

NO.	DATE	DESCRIPTION
ISSUED	11/04/10	LL INSPECTION

PROJECT ADDRESS:

733 Amsterdam Ave
New York City

DRAWN BY: RP | CHECKED BY: EP

SHEET TITLE:

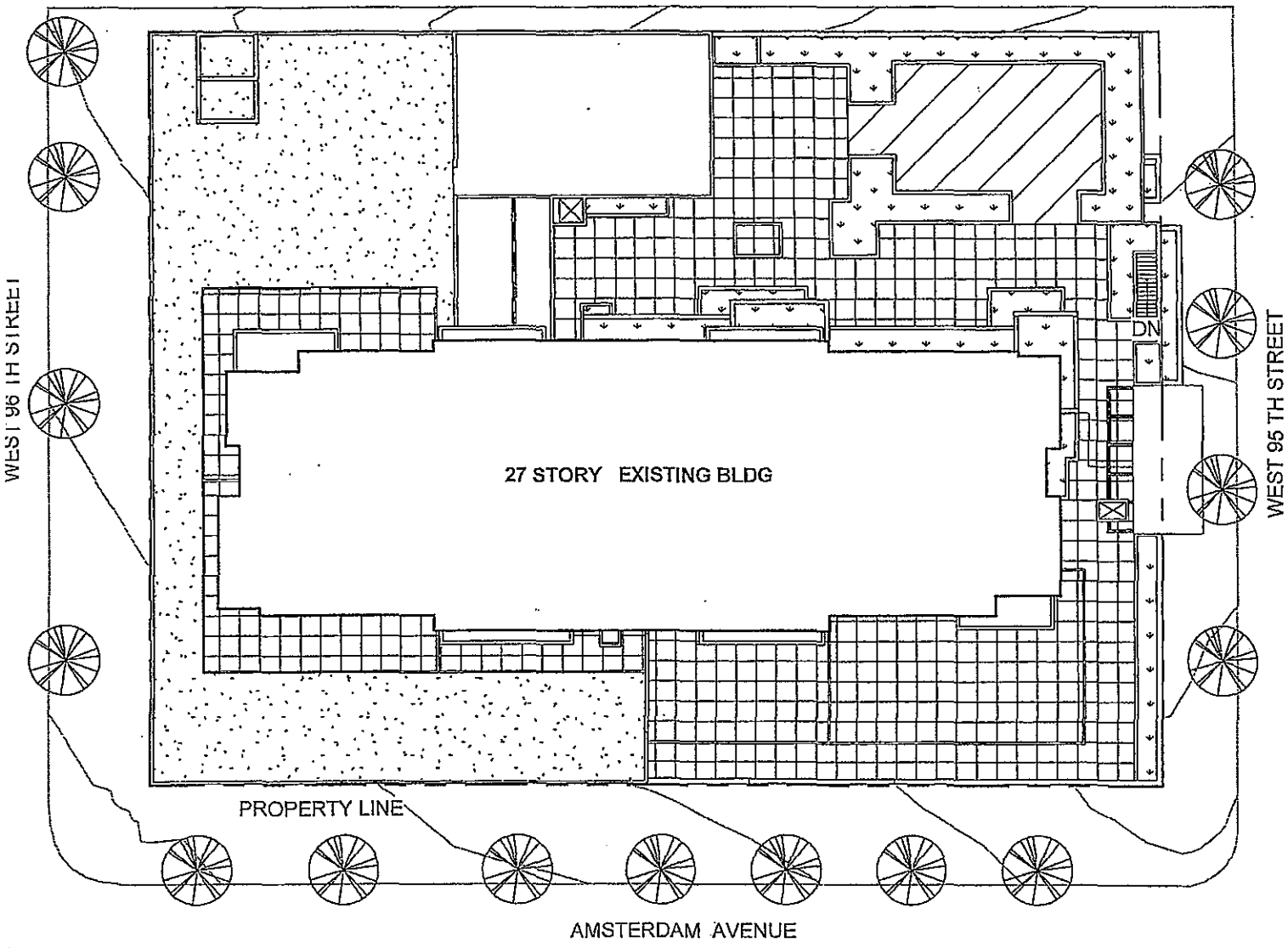
7TH CYCLE LL REPOR

SEAL

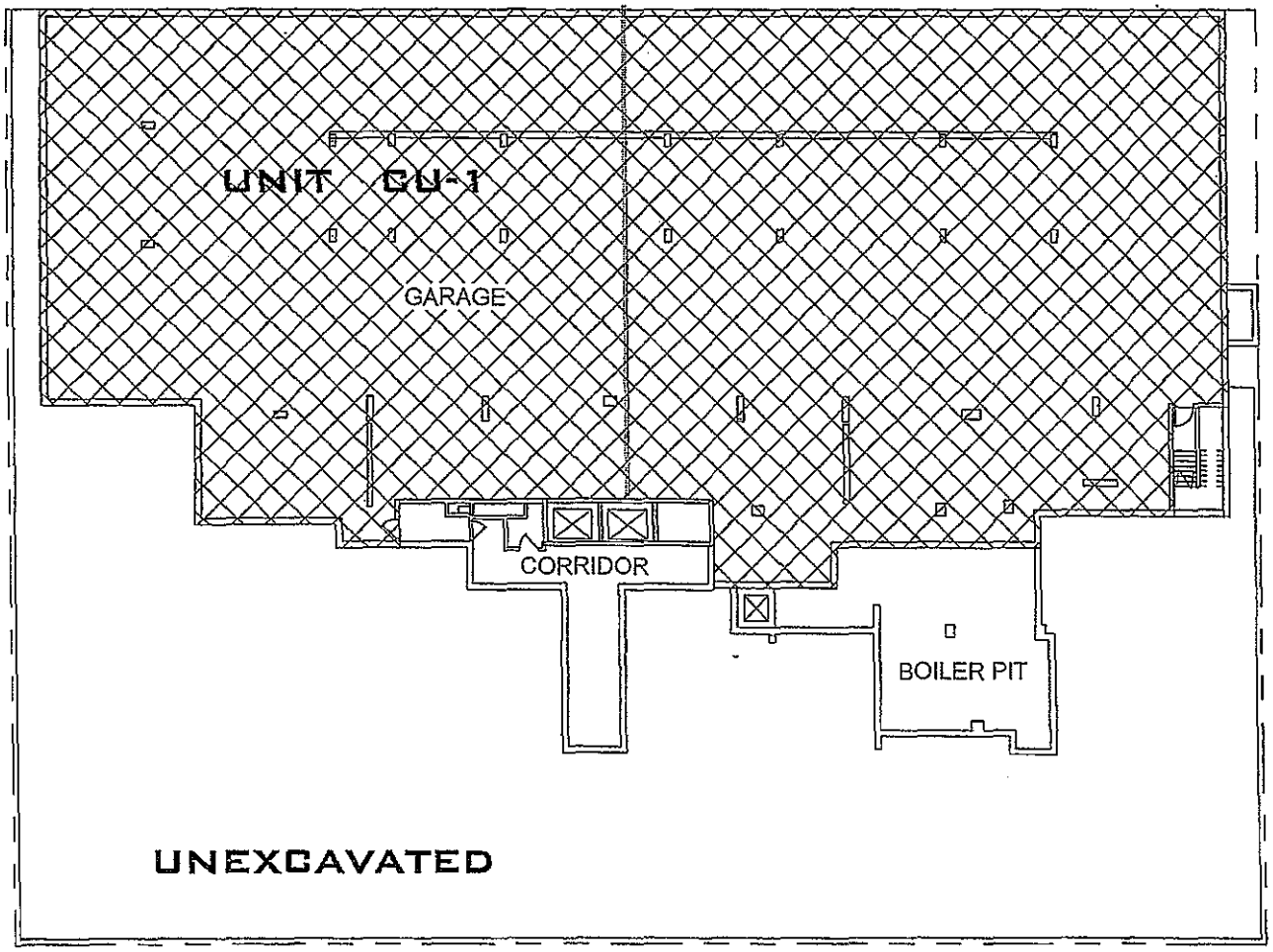
SHEET NO.

A.00

FLOOR PLANS


WEST 96 TH STREET
27 STORY EXISTING BLDG
DN
WEST 95 TH STREET
PROPERTY LINE
AMSTERDAM AVENUE

PLOT PLAN

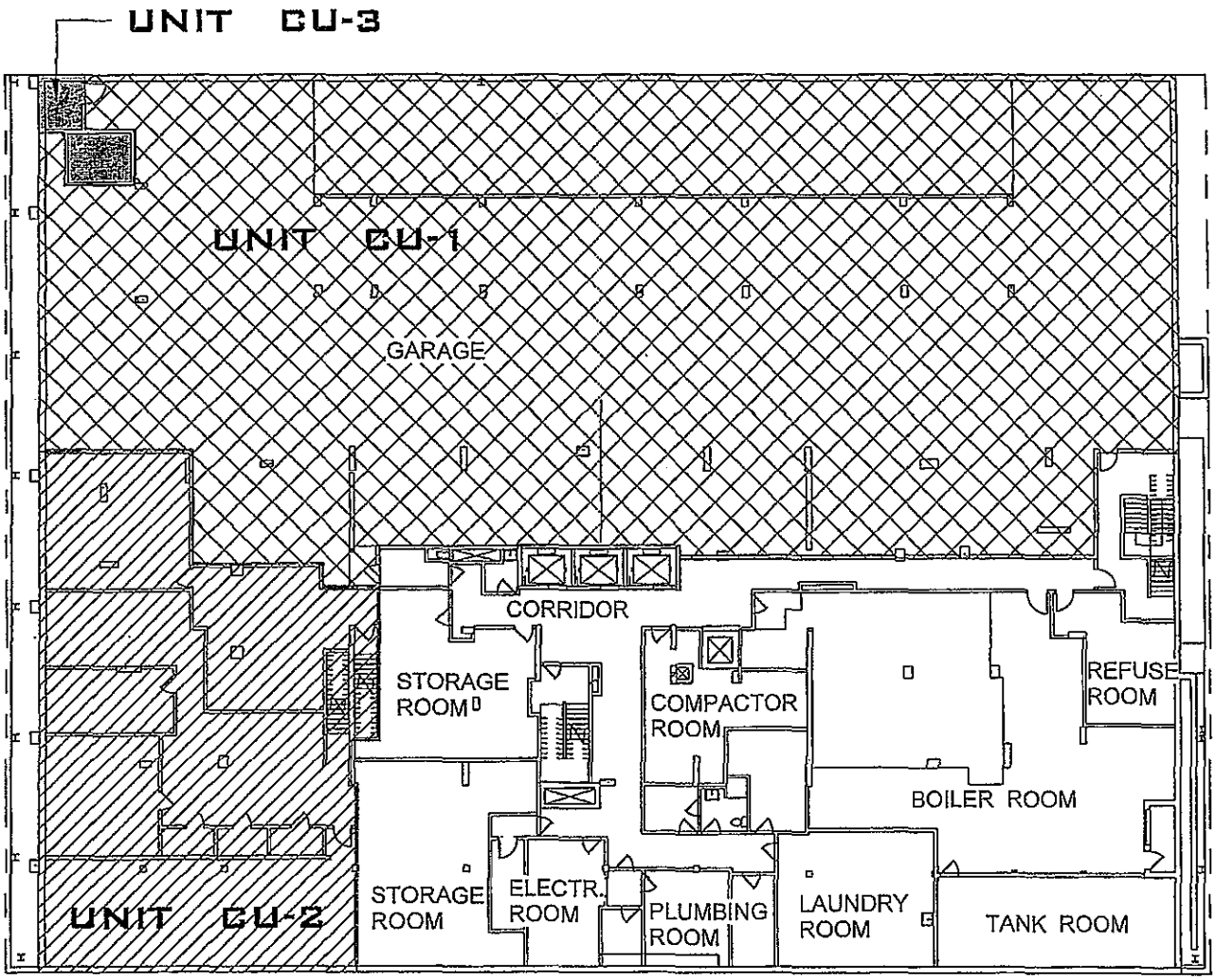


WEST 96TH STREET

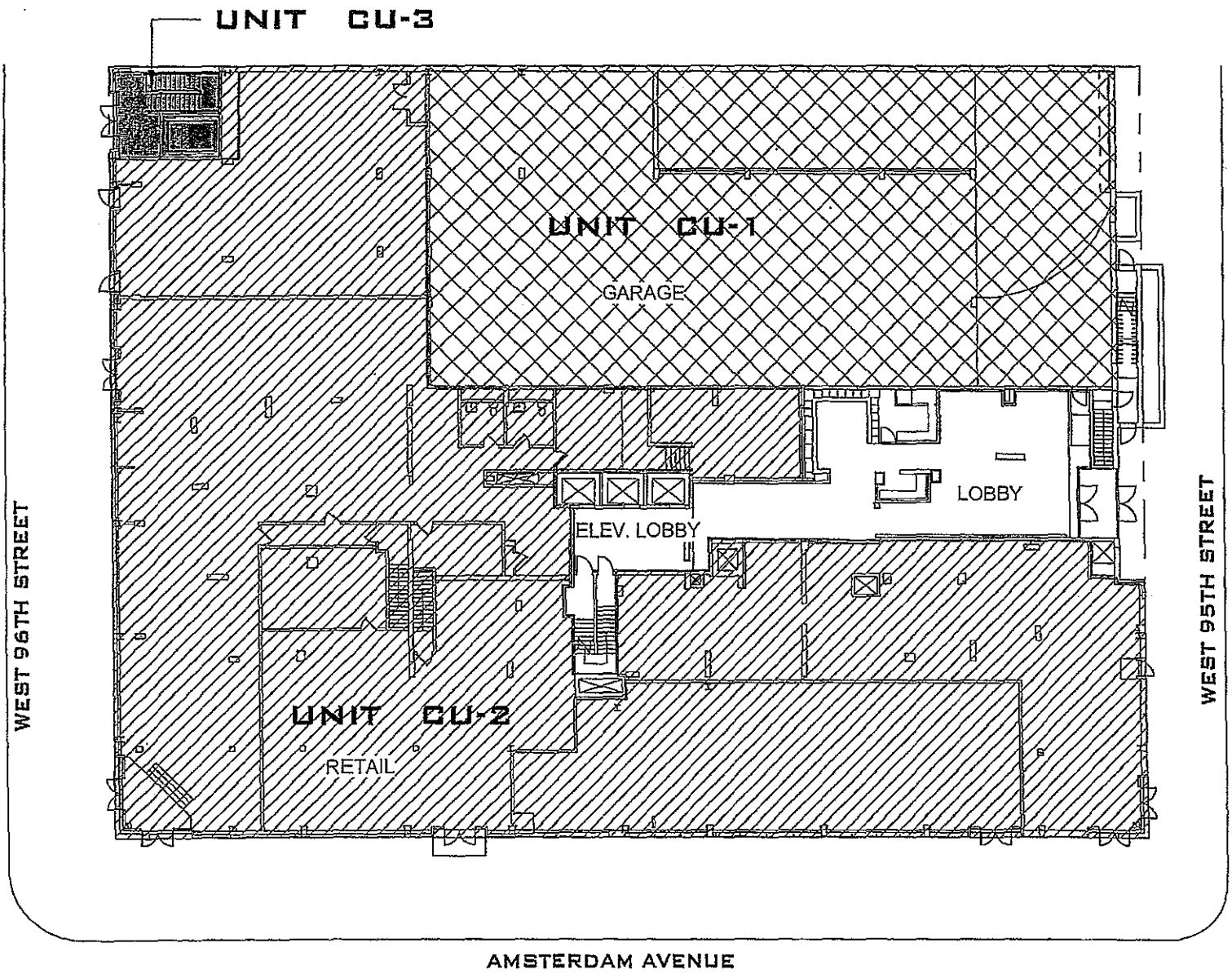
WEST 95TH STREET

AMSTERDAM AVENUE

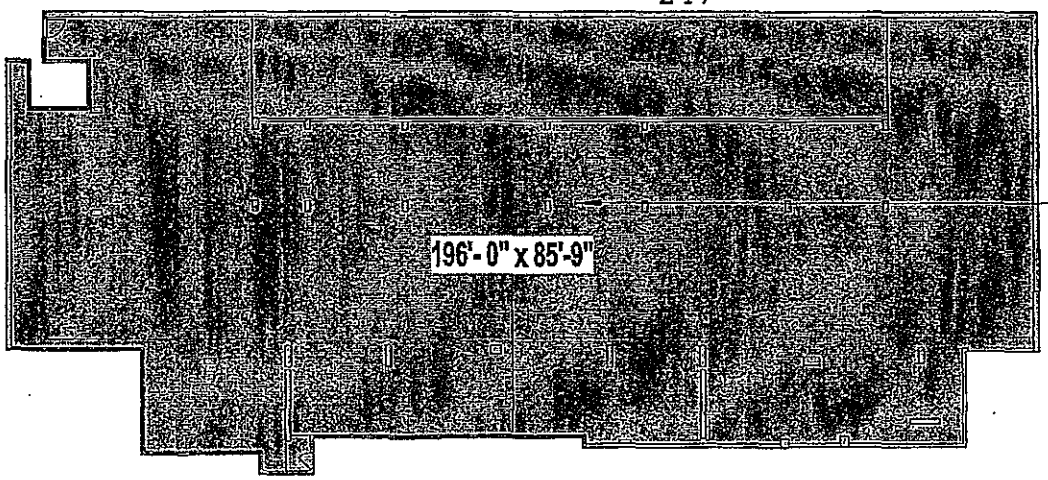
SU B-CELLAR FLOOR OVERALL PLAN



CELLAR FLOOR OVERALL PLAN



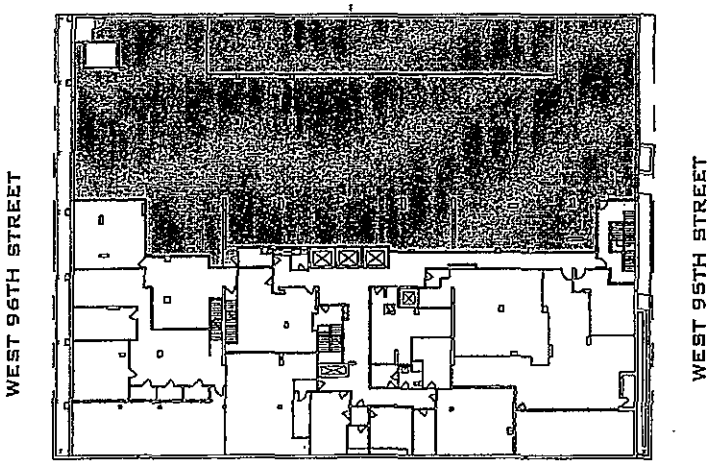
FIRST FLOOR OVERALL PLAN



GARAGE UNIT
CELLAR FLOOR

14,513 S.F.+/-

PARTIAL CELLAR PLAN



GARAGE UNIT
(FLOOR 2 OF 3)

14,513 SQ.FT.

COMMERCIAL UNIT # CU- 1
MAY 20, 2013

CELLAR FLOOR

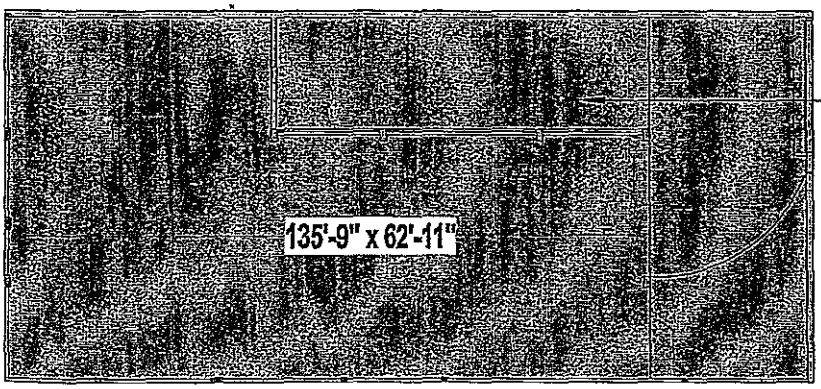
KEY PLAN

DEMISING LEGEND

INTERIOR WALL

EXTERIOR WALL

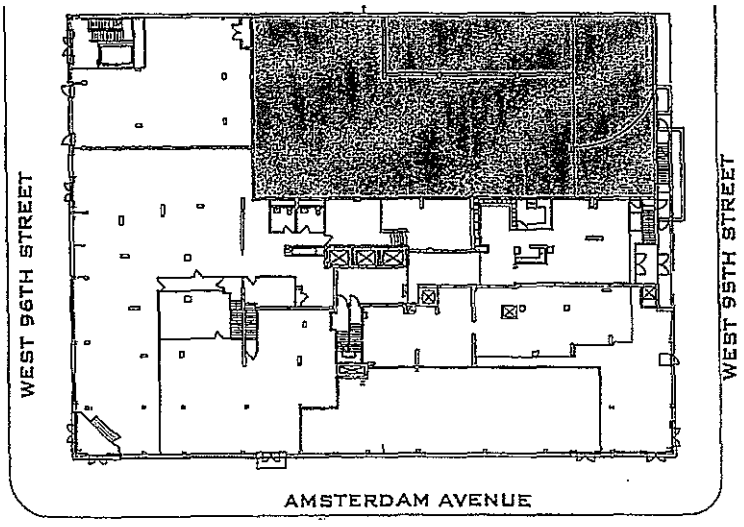
ALL DIMENSIONS ARE APROXIMATE AND SUBJECT TO VARIANCE AND TOLERANCES. DRAWINGS NOT TO SCALE. UNIT ELEVATORS, STAIRS & COLUMNS NOT SHOWN.



GARAGE UNIT
1ST FLOOR

8,537 S.F. +/-

PARTIAL 1ST FLOOR



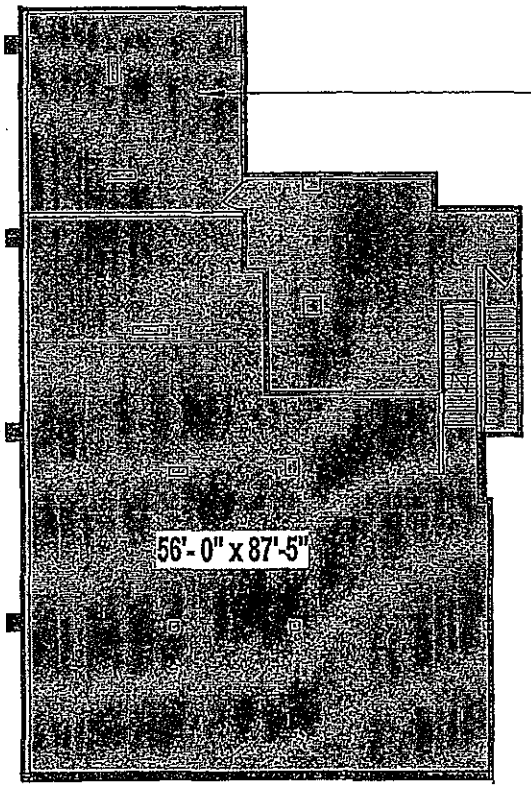
GARAGE UNIT
(FLOOR 3 OF 3)

8,537 SQ.FT.

COMMERCIAL UNIT # CU- 1
MAY 20, 2013

FIRST FLOOR
KEY PLAN
DEMISING LEGEND
INTERIOR WALL
EXTERIOR WALL

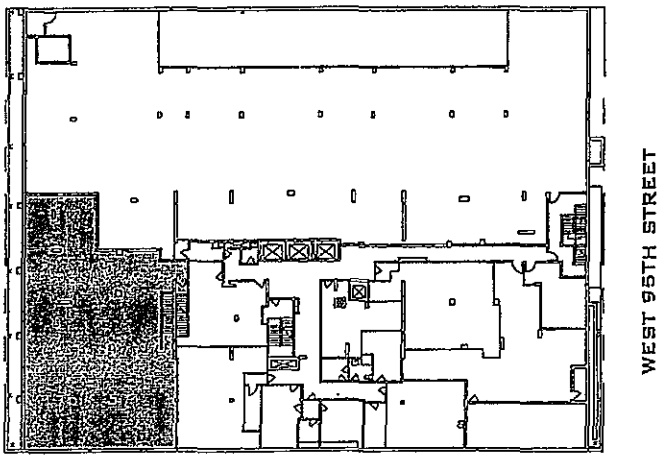
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO VARIANCE AND TOLERANCES. DRAWINGS NOT TO SCALE. UNIT ELEVATORS, STAIRS & COLUMNS NOT SHOWN.



COMMERCIAL SPACE UNIT CELLAR FLOOR

4,035 S.F. +/-

PARTIAL CELLAR PLAN



COMMERCIAL SPACE
(FLOOR 1 OF 2)

4,035 SQ.FT.

COMMERCIAL UNIT # CU- 2
MAY 20, 2013

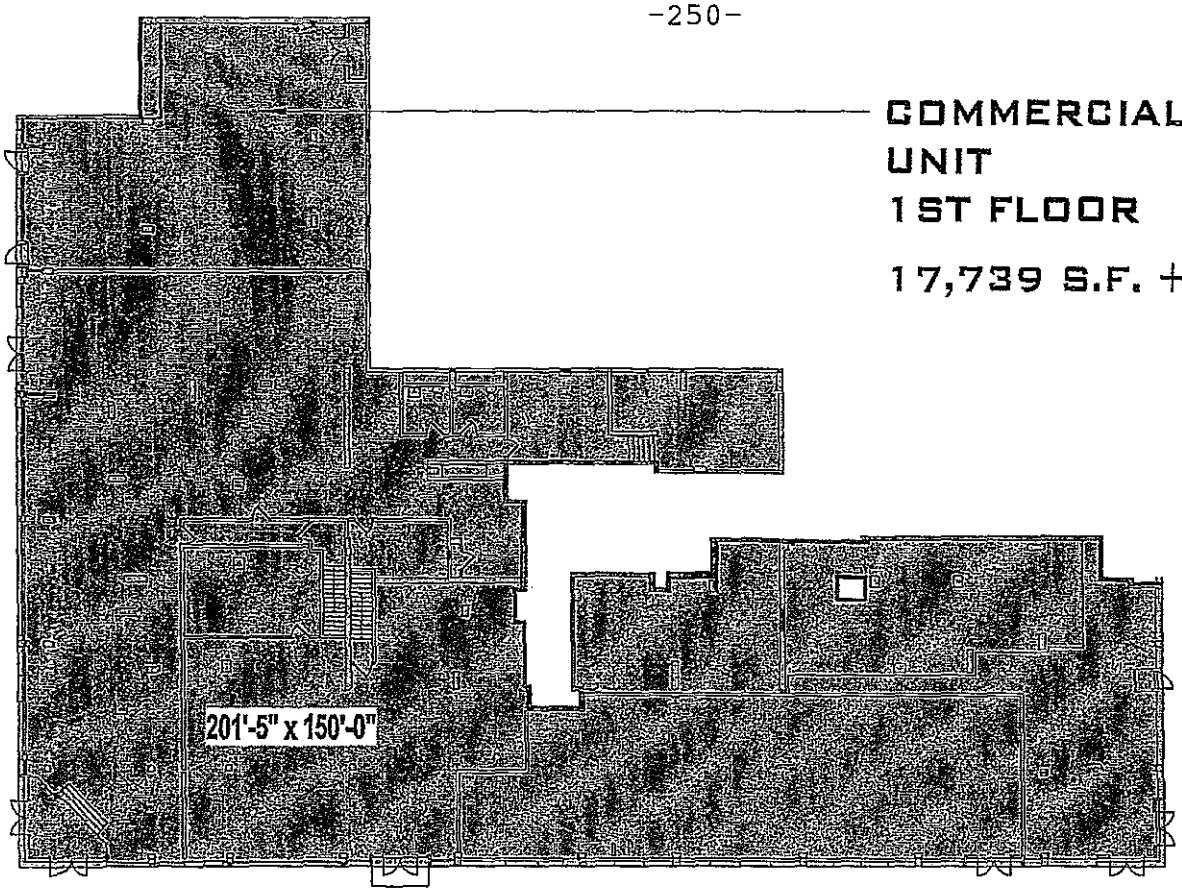
CELLAR FLOOR
KEY PLAN

DEMISING LEGEND

INTERIOR WALL

EXTERIOR WALL

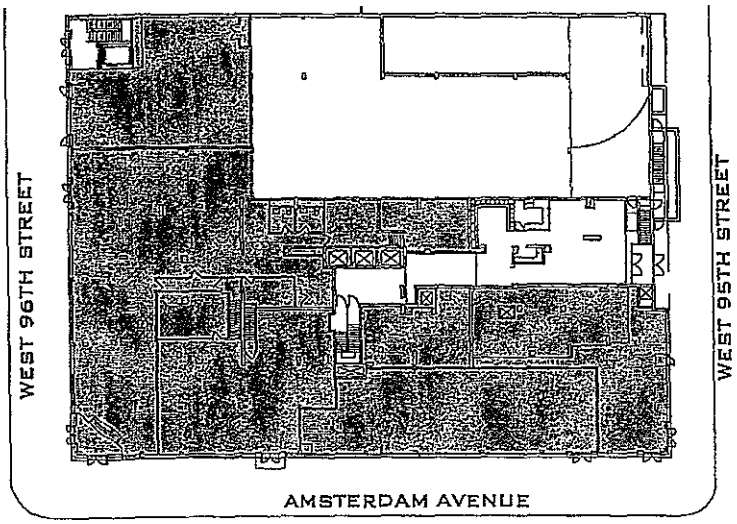
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO VARIANCE AND TOLERANCES. DRAWINGS NOT TO SCALE. UNIT ELEVATORS, STAIRS & COLUMNS NOT SHOWN.



COMMERCIAL SPACE UNIT 1ST FLOOR

17,739 S.F. +/-

PARTIAL 1ST FLOOR PLAN



COMMERCIAL SPACE

(FLOOR 2 OF 2)

17,739 SQ.FT.

COMMERCIAL UNIT # CU- 2

MAY 20, 2013

FIRST FLOOR

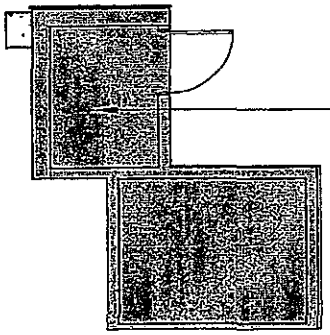
KEY PLAN

DEMISING LEGEND

INTERIOR WALL

EXTERIOR WALL

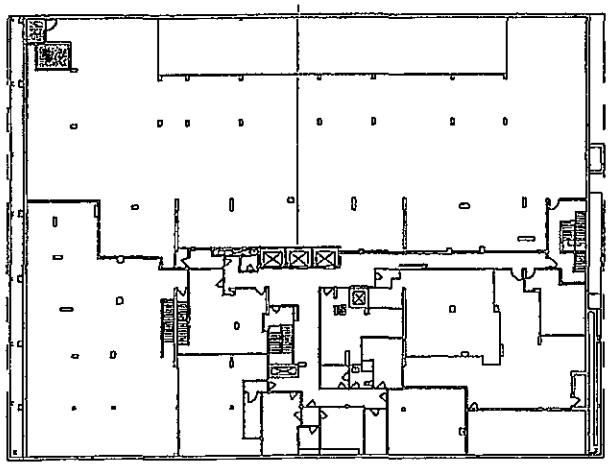
ALL DIMENSIONS ARE APROXIMATE AND SUBJECT TO VARIANCE AND TOLERANCES. DRAWINGS NOT TO SCALE. UNIT ELEVATORS, STAIRS & COLUMNS NOT SHOWN.



USER GROUP 3 & 4
COMMUNITY FACILITY UNIT
ELEVATOR MACHINE ROOM

182 S.F. +/-

PARTIAL CELLAR



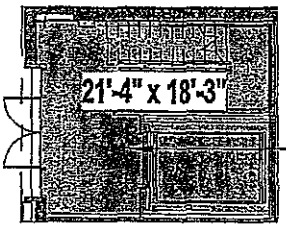
COMMUNITY FACILITY UNIT
(FLOOR 1 OF 3)

182 SQ.FT.

COMMERCIAL UNIT # CU- 3
MAY 20, 2013

CELLAR FLOOR
KEY PLAN
DEMISING LEGEND
INTERIOR WALL
EXTERIOR WALL

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO VARIANCE AND TOLERANCES. DRAWINGS NOT TO SCALE. UNIT ELEVATORS, STAIRS & COLUMNS NOT SHOWN.



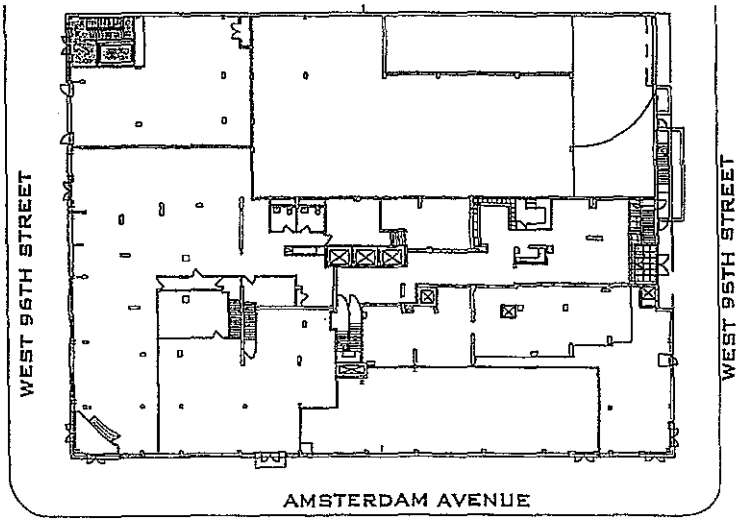
USER GROUP 3 & 4

COMMUNITY FACILITY UNIT

LOBBY AT 1ST FLOOR

363 S.F. +/-

PARTIAL 1ST FLOOR



COMMUNITY FACILITY UNIT
(FLOOR 2 OF 3)

363 SQ.FT.

COMMERCIAL UNIT # CU- 3
MAY 20, 2013

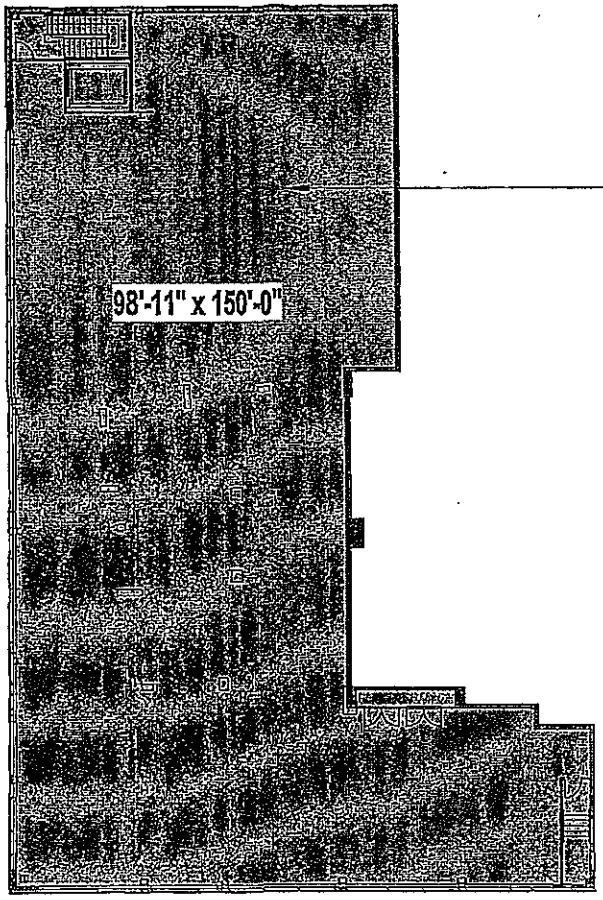
FIRST FLOOR
KEY PLAN

DEMISING LEGEND

INTERIOR WALL

EXTERIOR WALL

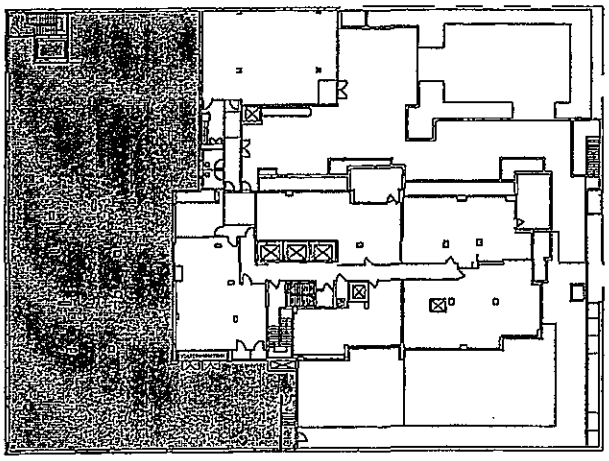
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO VARIANCE AND TOLERANCES. DRAWINGS NOT TO SCALE. UNIT ELEVATORS, STAIRS & COLUMNS NOT SHOWN.



USER GROUP 3 & 4
COMMUNITY FACILITY UNIT
2ND FLOOR

10,420 S.F. +/-

PARTIAL 2ND FLOOR



COMMUNITY FACILITY UNIT
(FLOOR 3 OF 3)

10,420 SQ.FT.

COMMERCIAL UNIT # CU- 3
MAY 20, 2013

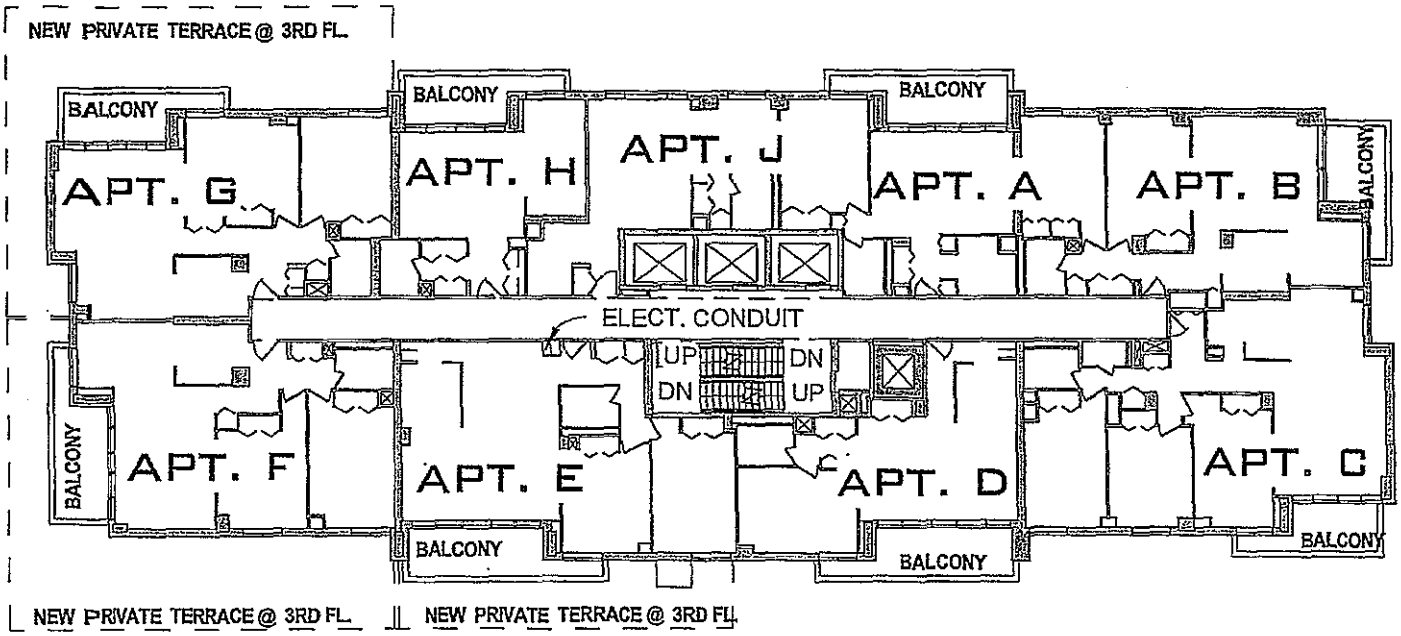
SECOND FLOOR
KEY PLAN

DEMISING LEGEND

INTERIOR WALL

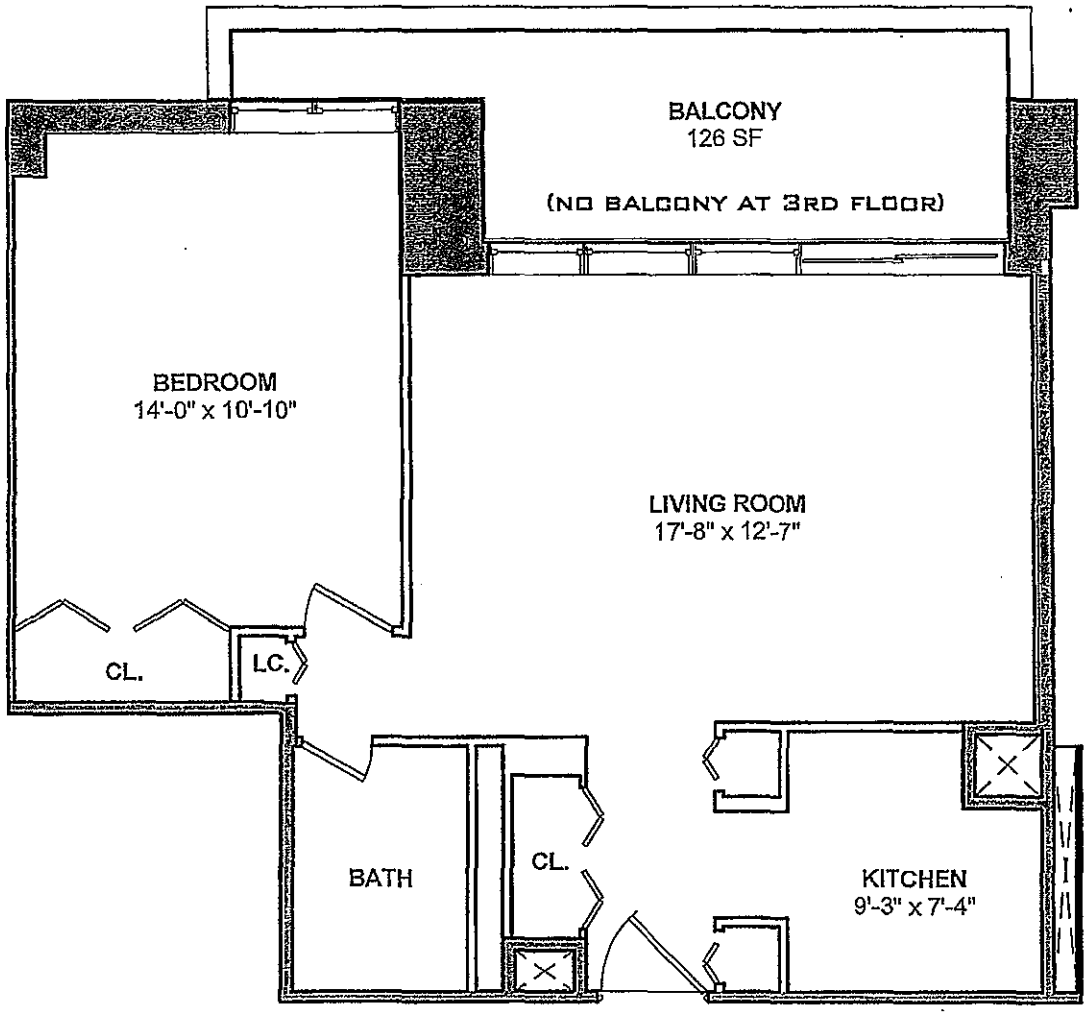
EXTERIOR WALL

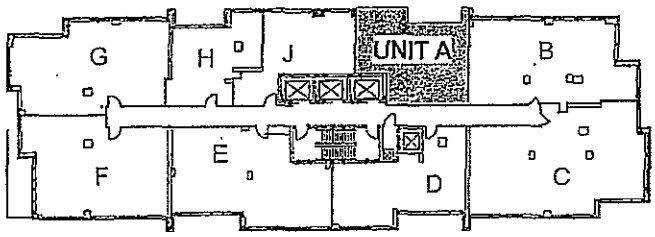
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO VARIANCE AND TOLERANCES. DRAWINGS NOT TO SCALE. UNIT ELEVATORS, STAIRS & COLUMNS NOT SHOWN.



TYPICAL FLOOR OVERALL PLAN _3RD-27TH FLOORS

NOTES:
- NO BALCONIES IN APT: 3A, 3B, 3C, 3D, 3H AT 3RD FLOOR
- NEW PRIVATE TERRACES IN APT: 3E, 3F, 3G AT 3RD FLOOR

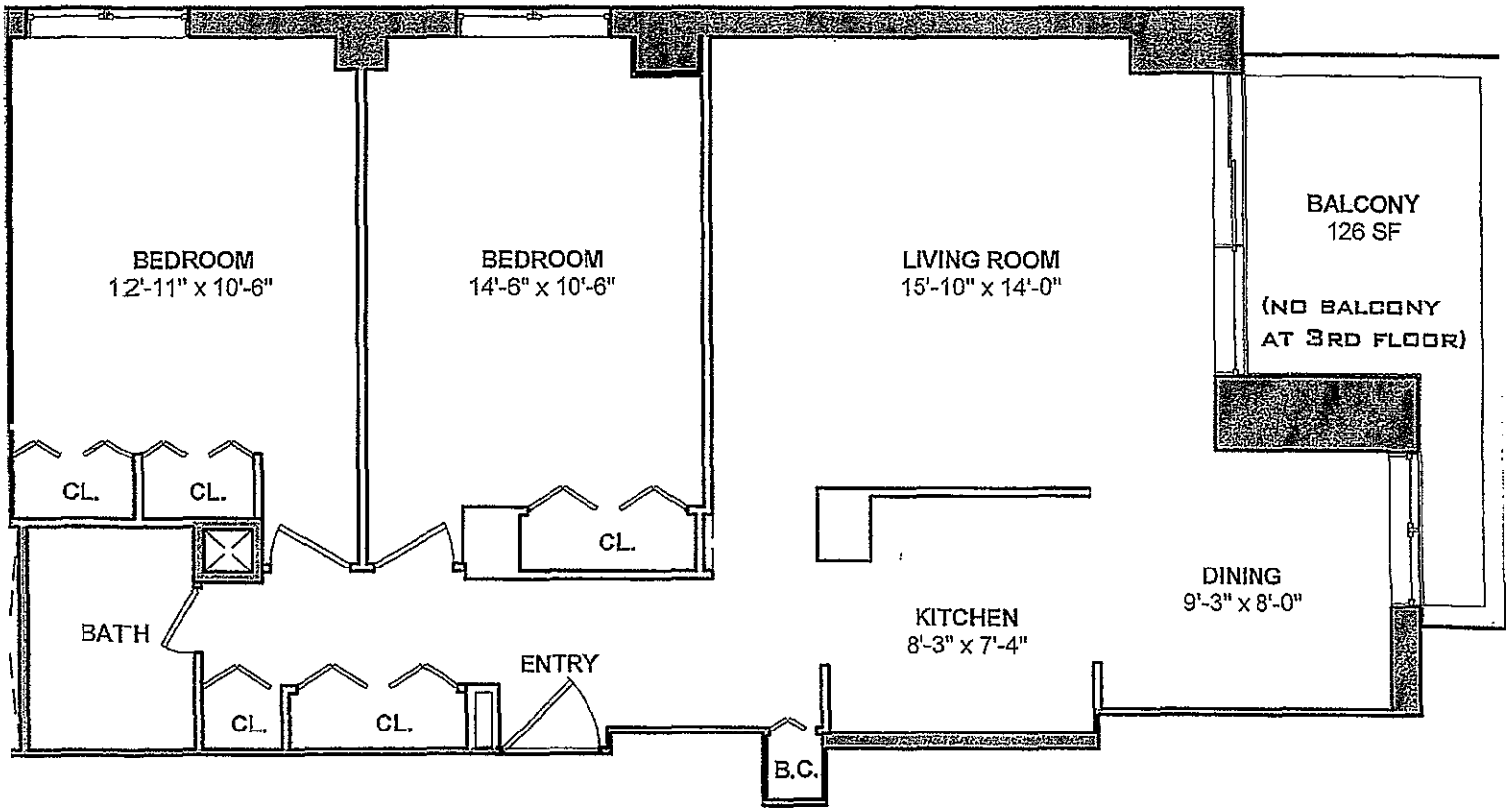


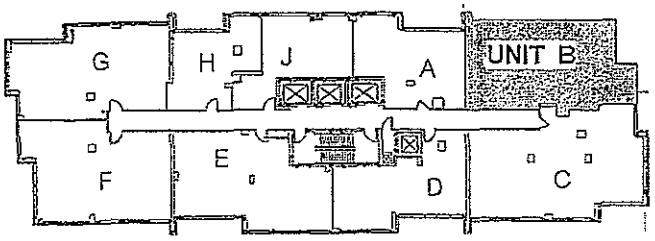


AREA KEY PLAN

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARINCES AND TOLERANCES

FLOOR PLAN
UNIT LINE A.
642 SQ.FT.
BALCONY AREA
126 SQ.FT.

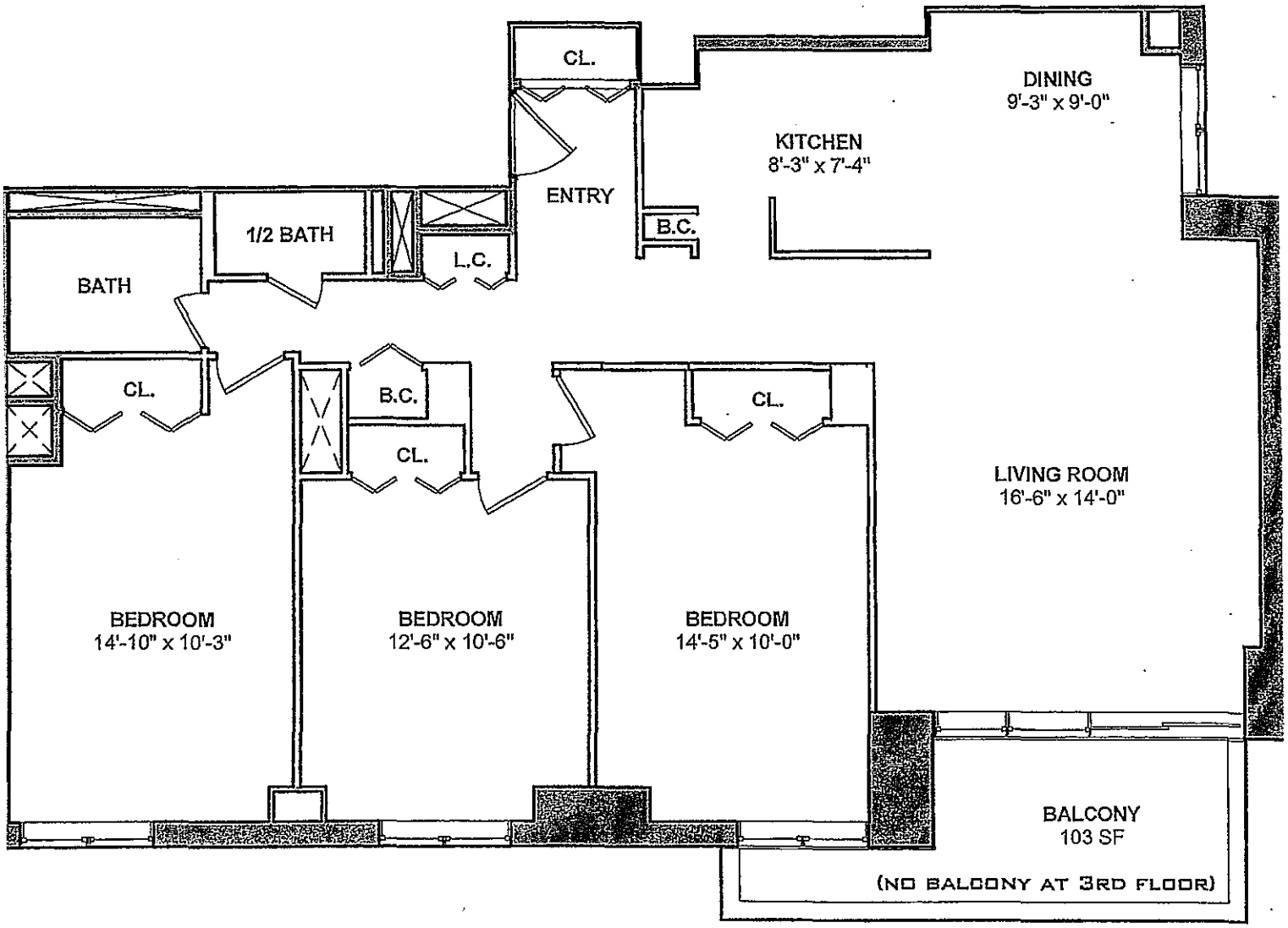


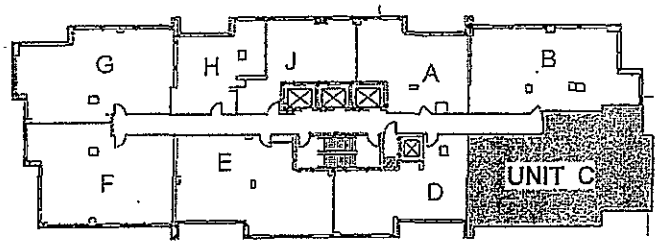


FLOOR PLAN
UNIT LINE B.
978 SQ.FT.
BALCONY AREA
126 SQ.FT.

AREA KEY PLAN

ALL DIMENSIONS ARE APPROXIMATE AND
SUBJECT TO NORMAL CONSTRUCTION
VARIANCES AND TOLERANCES
NOTE:
-NO BALCONY AT 3RD FLOOR



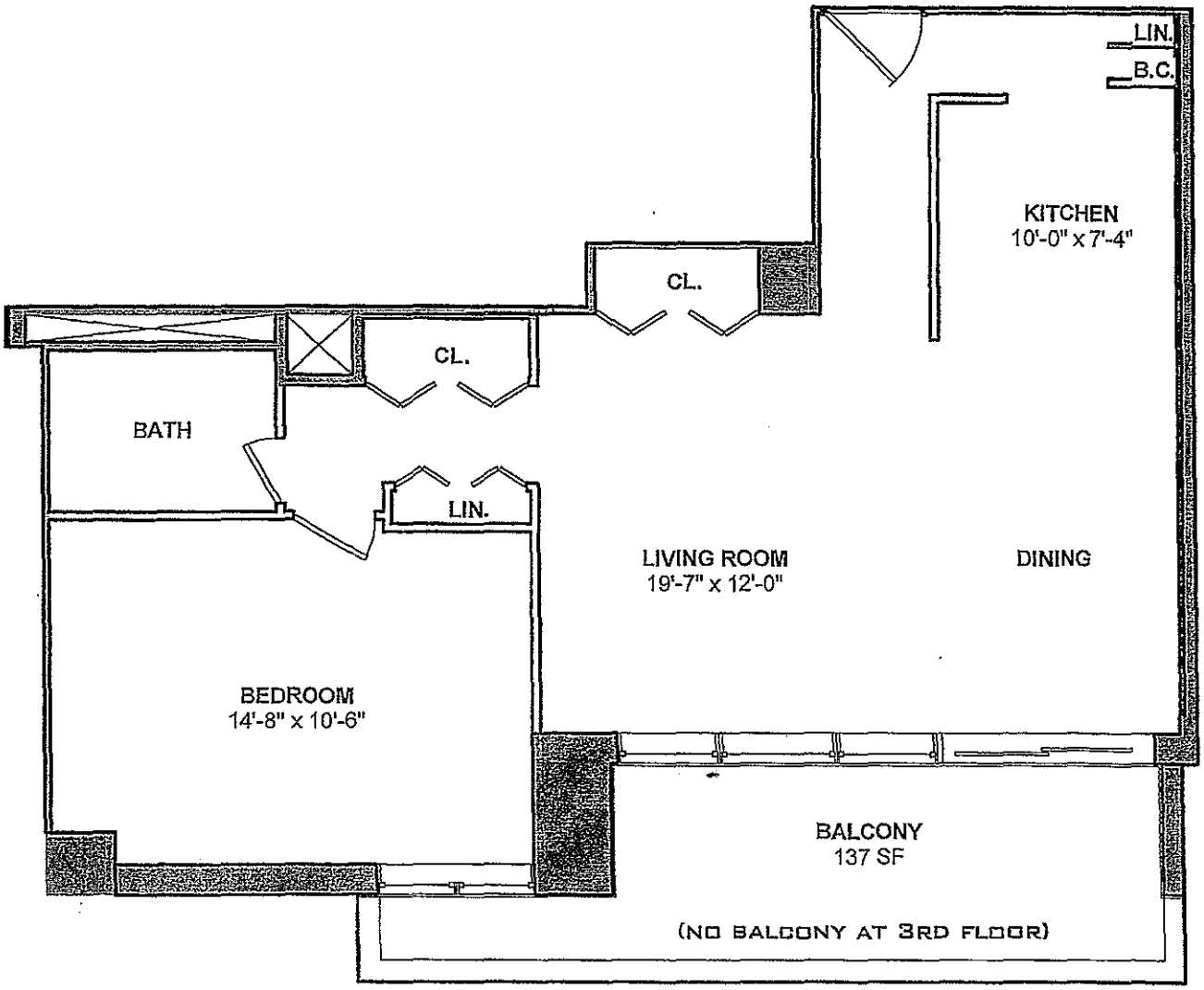


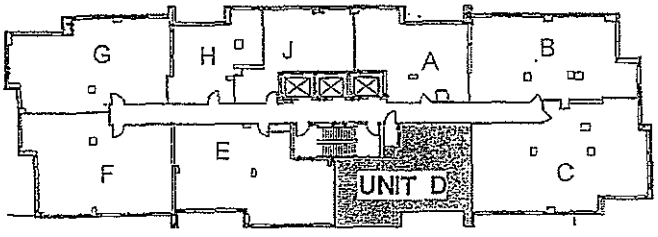
FLOOR PLAN
UNIT LINE C.
1,253 SQ.FT.
BALCONY AREA
103 SQ.FT.

AREA KEY PLAN

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARINCES AND TOLERANCES

NOTE:
-NO BALCONY AT 3RD FLOOR



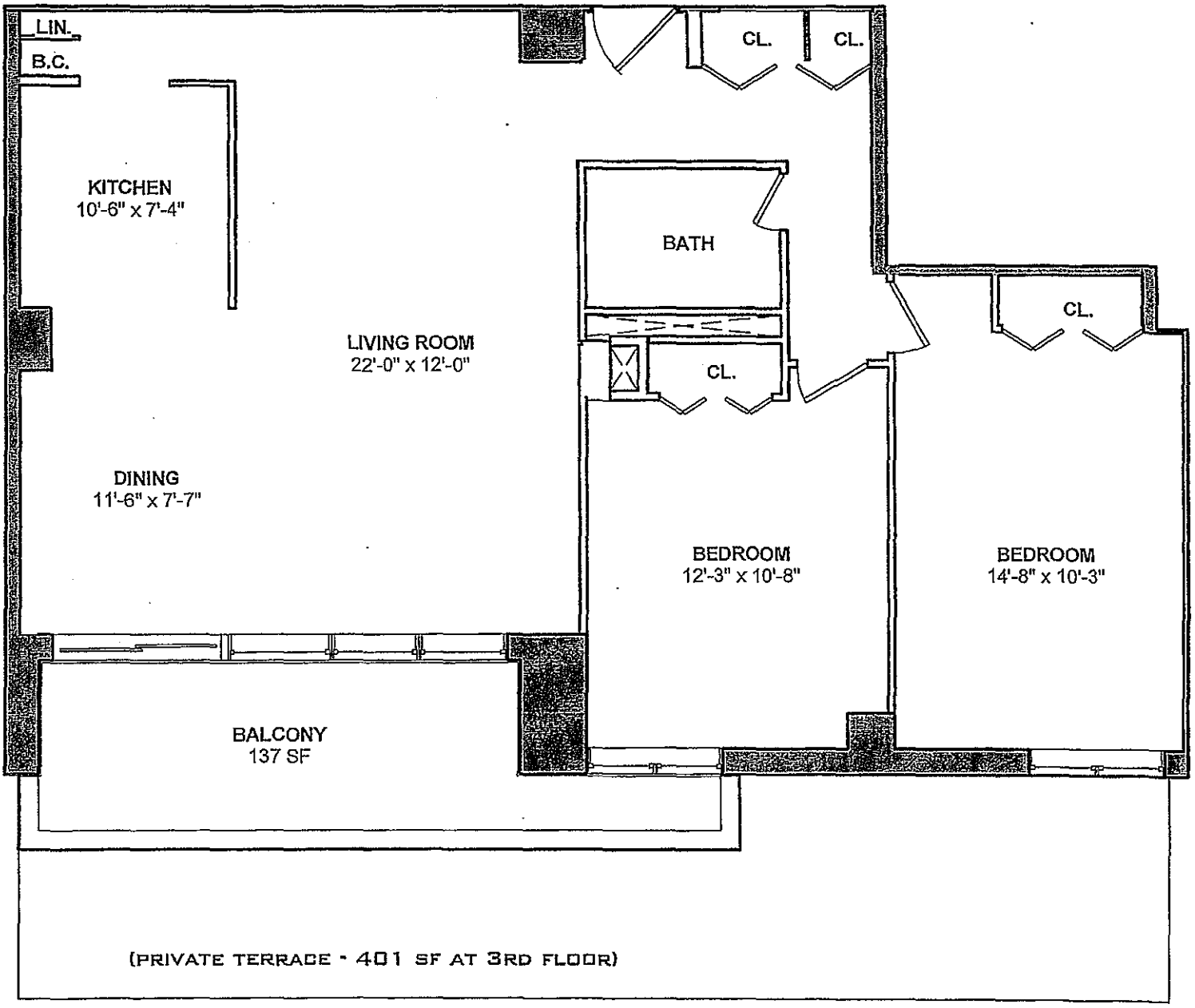


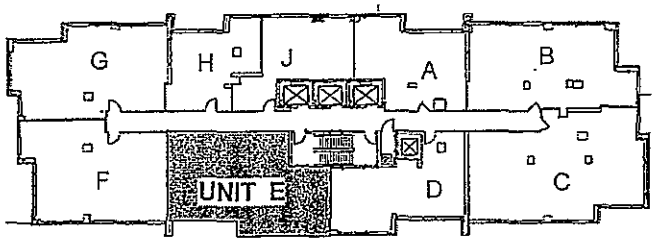
FLOOR PLAN
UNIT LINE D.
708 SQ.FT.
BALCONY AREA
137 SQ.FT.

AREA KEY PLAN

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES

NOTES:
-NO BALCONY AT 3RD FLOOR



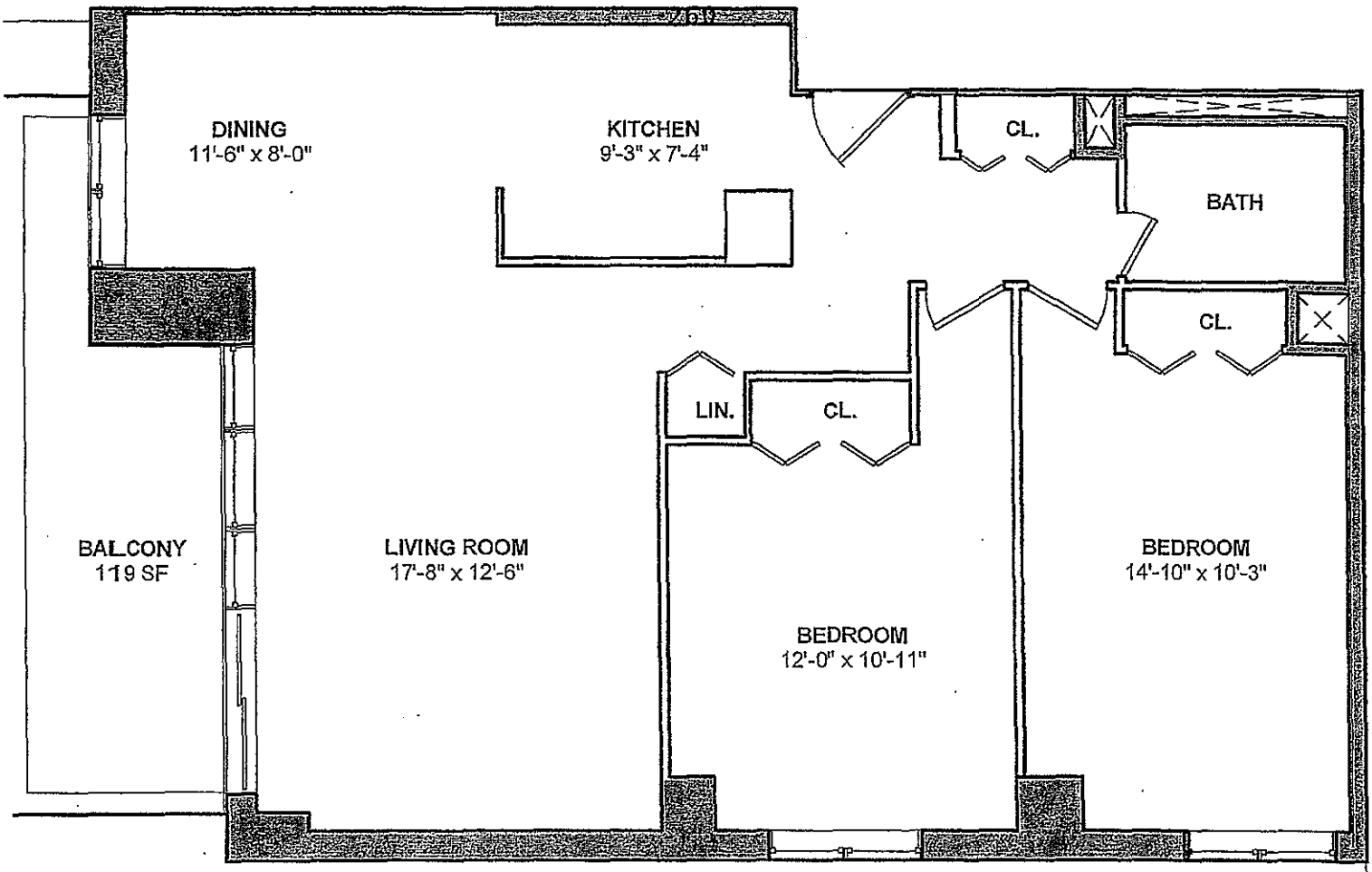


FLOOR PLAN
UNIT LINE E.
962 SQ.FT.
BALCONY AREA
137 SQ.FT.

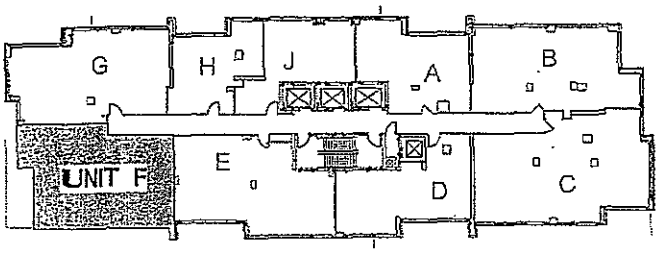
AREA KEY PLAN

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARINCES AND TOLERANCES

NOTE:
-PRIVATE TERRACE AT 3RD FLOOR



(PRIVATE TERRACE - 791 SF AT 3RD FLOOR)



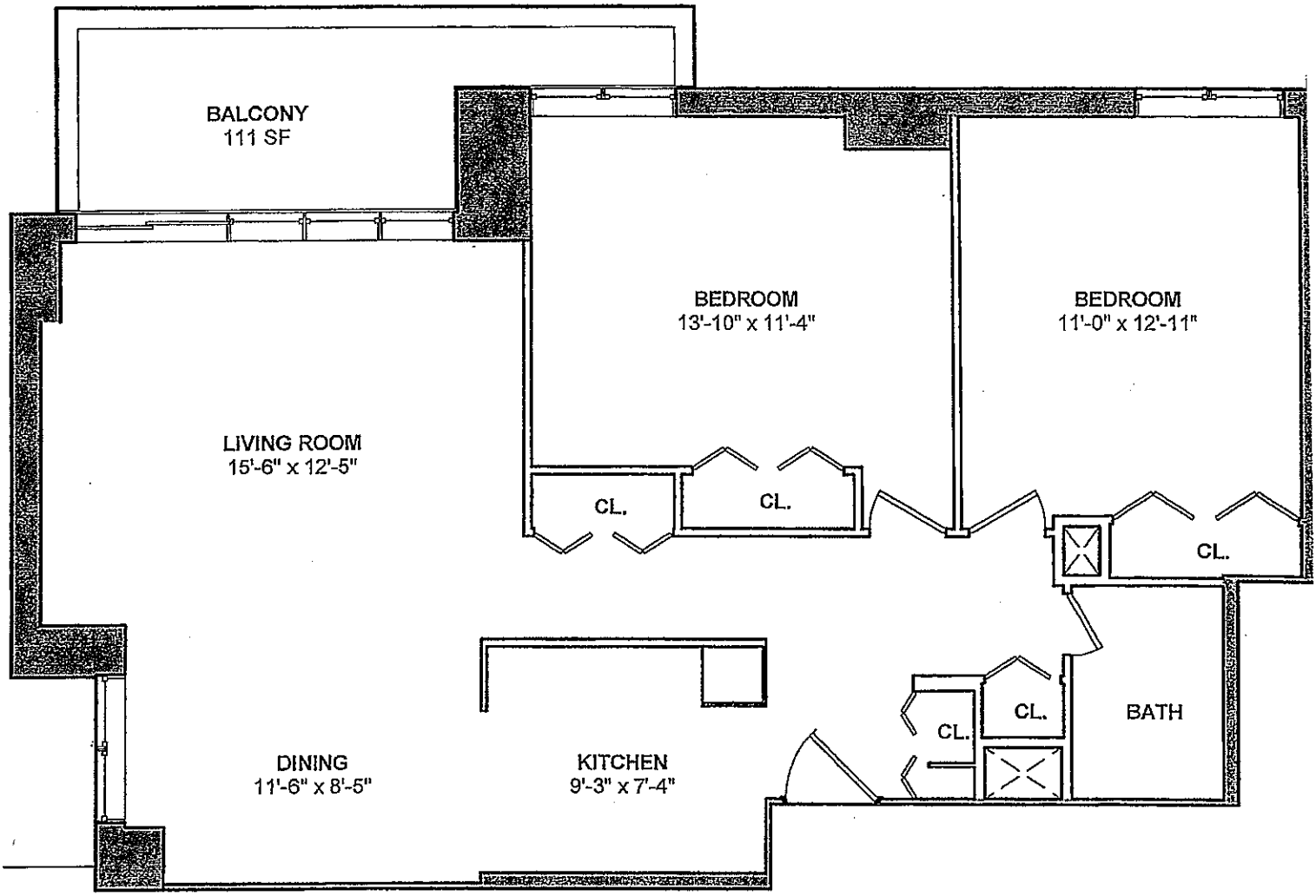
AREA KEY PLAN

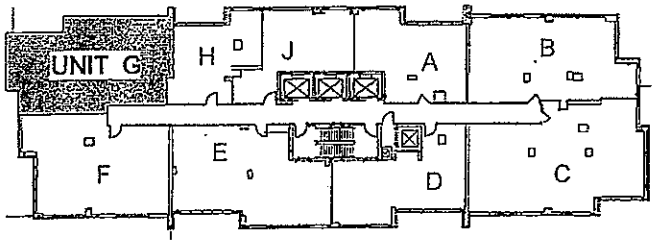
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES

NOTE:
-PRIVATE TERRACE AT 3RD FLOOR

FLOOR PLAN
UNIT LINE F.
949 SQ.FT.
BALCONY AREA
119 SQ.FT.

(PRIVATE TERRACE - 785 SF AT 3RD FLOOR)

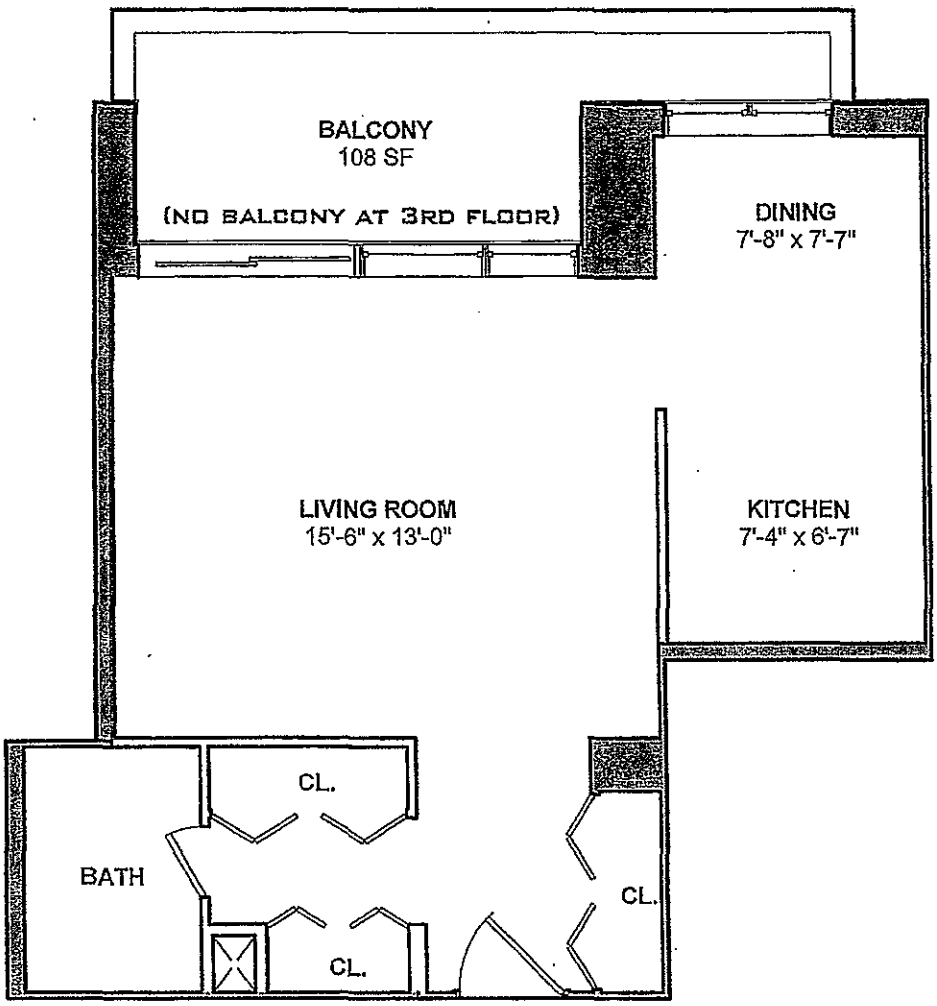


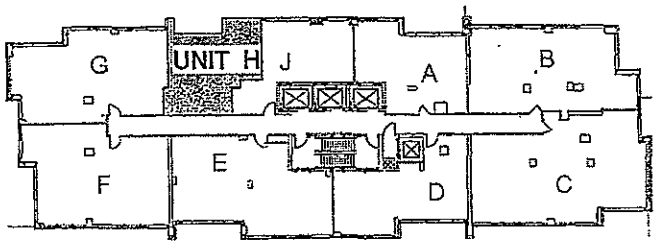


FLOOR PLAN
UNIT LINE G.
962 SQ.FT.
BALCONY AREA
111 SQ.FT.

AREA KEY PLAN

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARINCES AND TOLERANCES
NOTE:
-PRIVATE TERRACE AT 3RD FLOOR

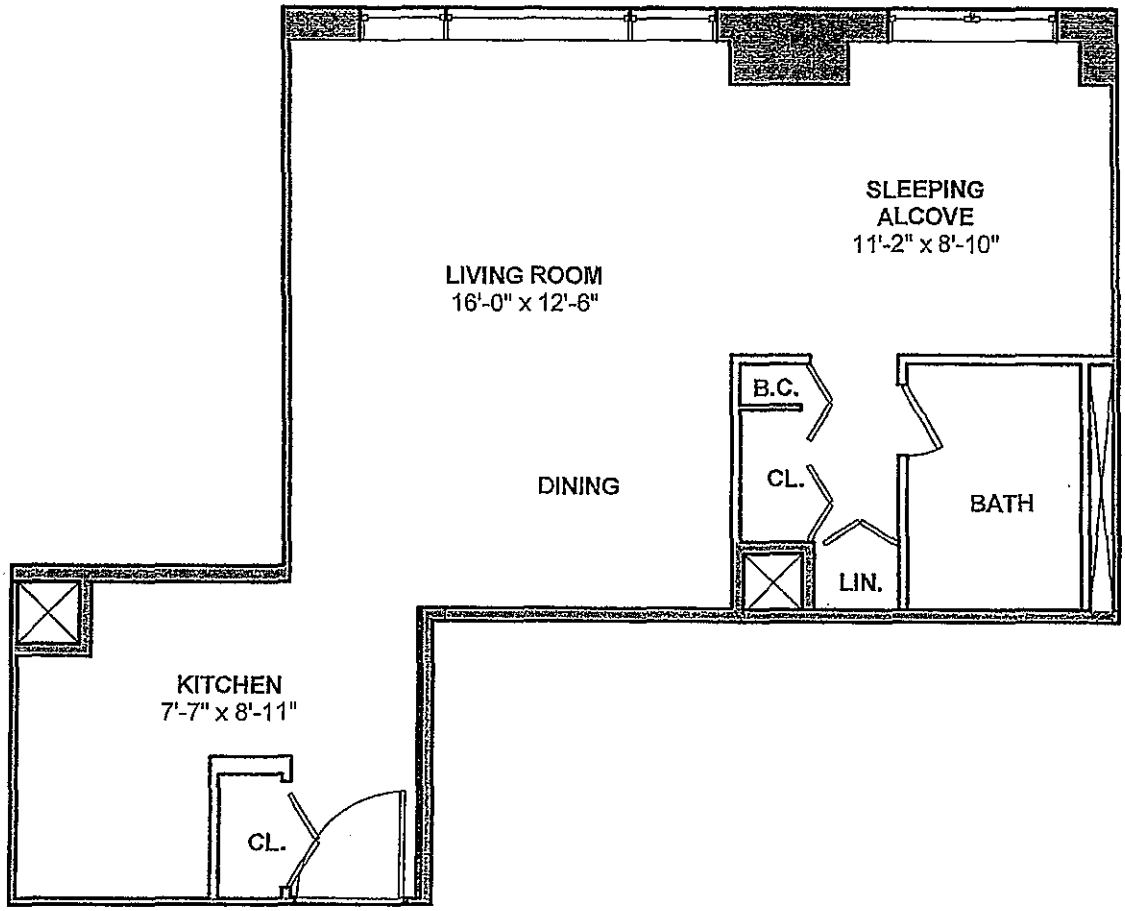


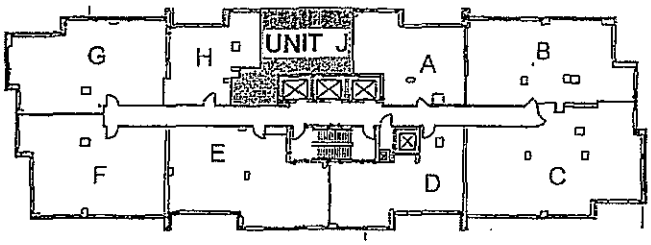


AREA KEY PLAN

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARINCES AND TOLERANCES
NOTE:
-NO BALCONY AT 3RD FLOOR

FLOOR PLAN
UNIT LINE H.
504 SQ.FT.
BALCONY AREA
108 SQ.FT.

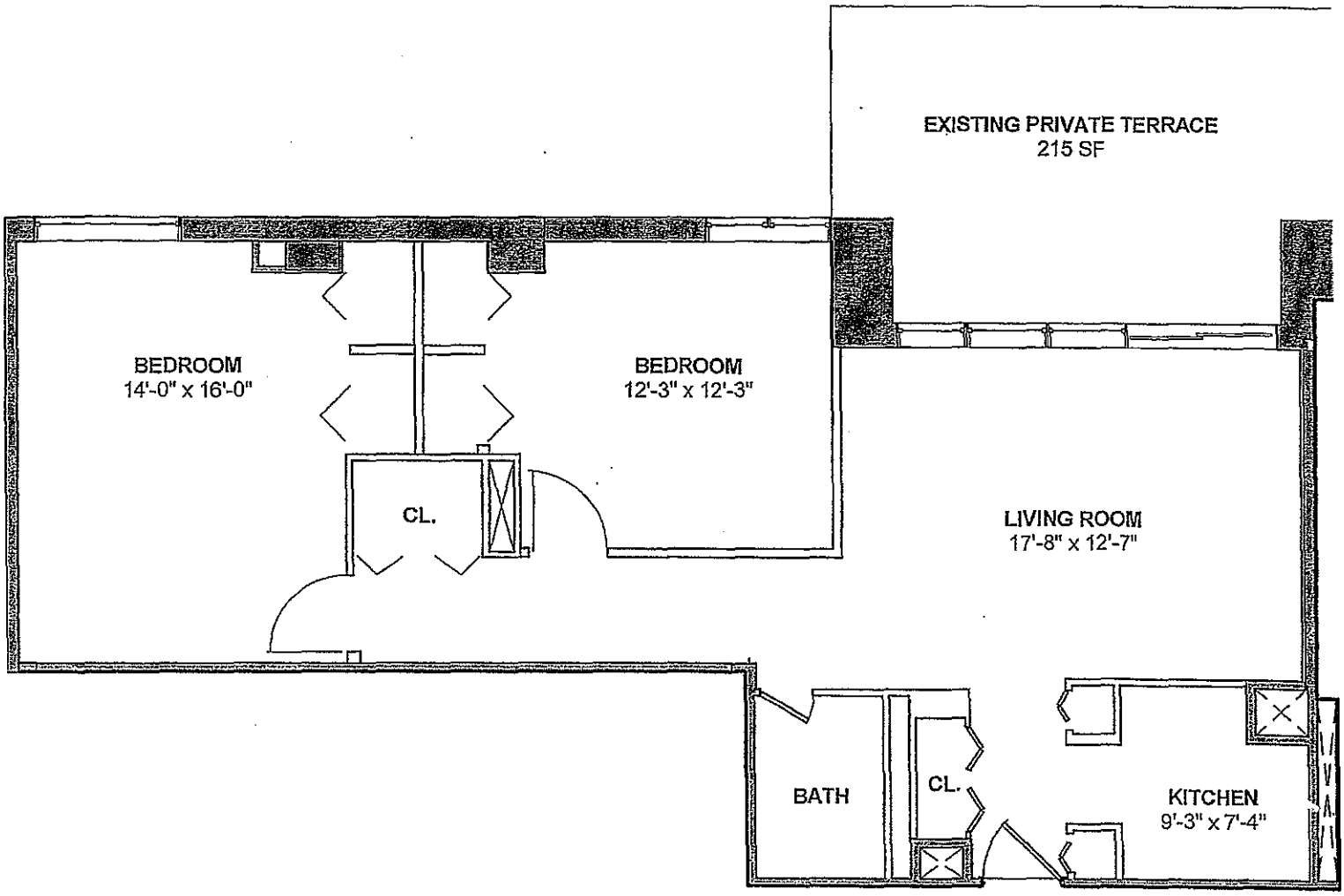


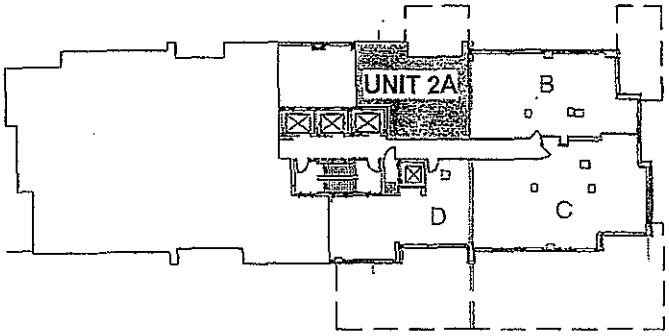


AREA KEY PLAN

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARINCES AND TOLERANCES

FLOOR PLAN
UNIT LINE J.
512 SQ.FT.

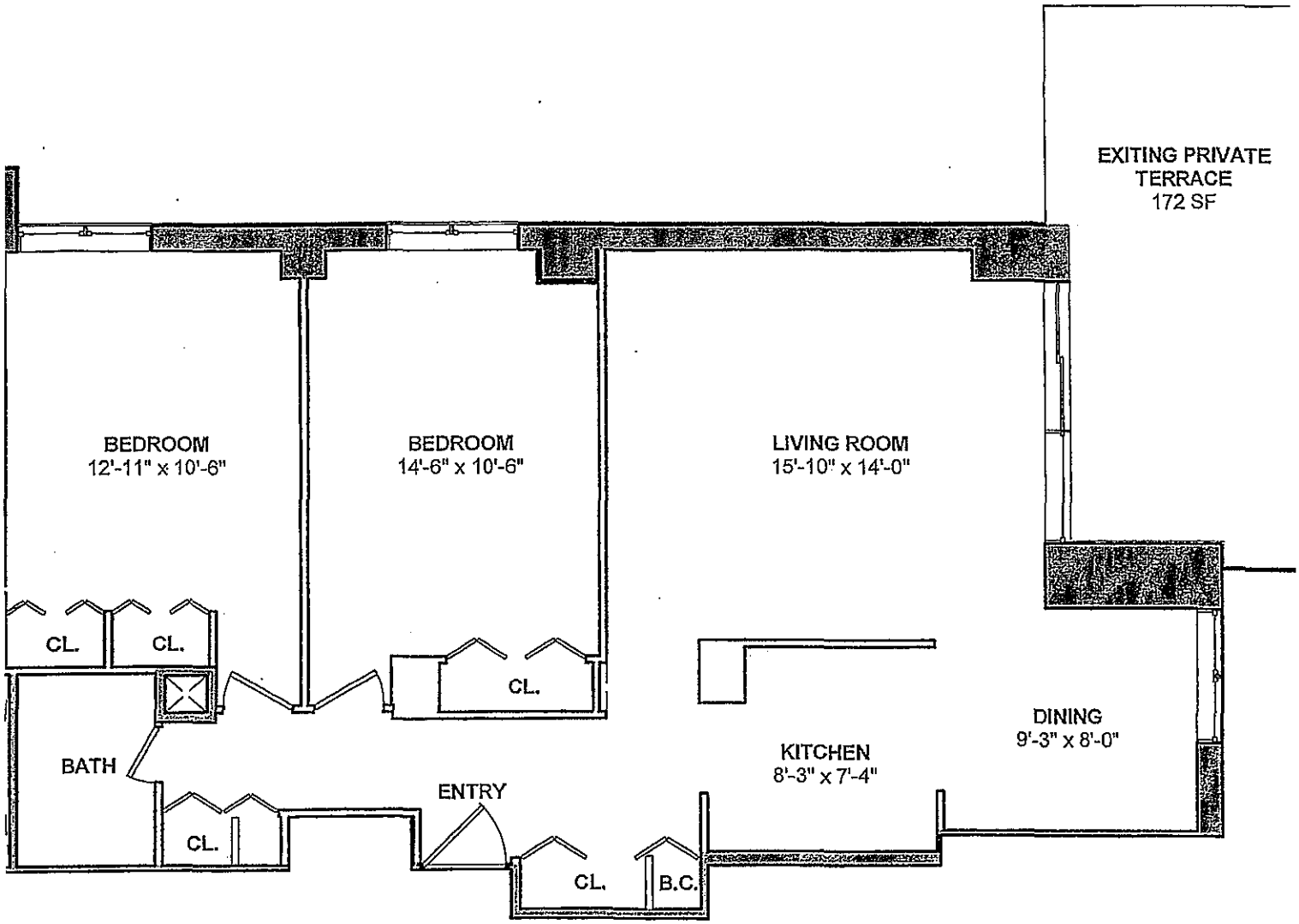


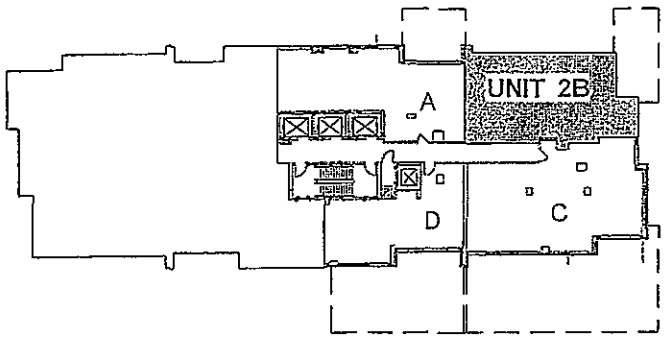


AREA KEY PLAN

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES

FLOOR PLAN
UNIT: 2A.
961 SQ.FT.
TERRACE AREA
215 SQ.FT.

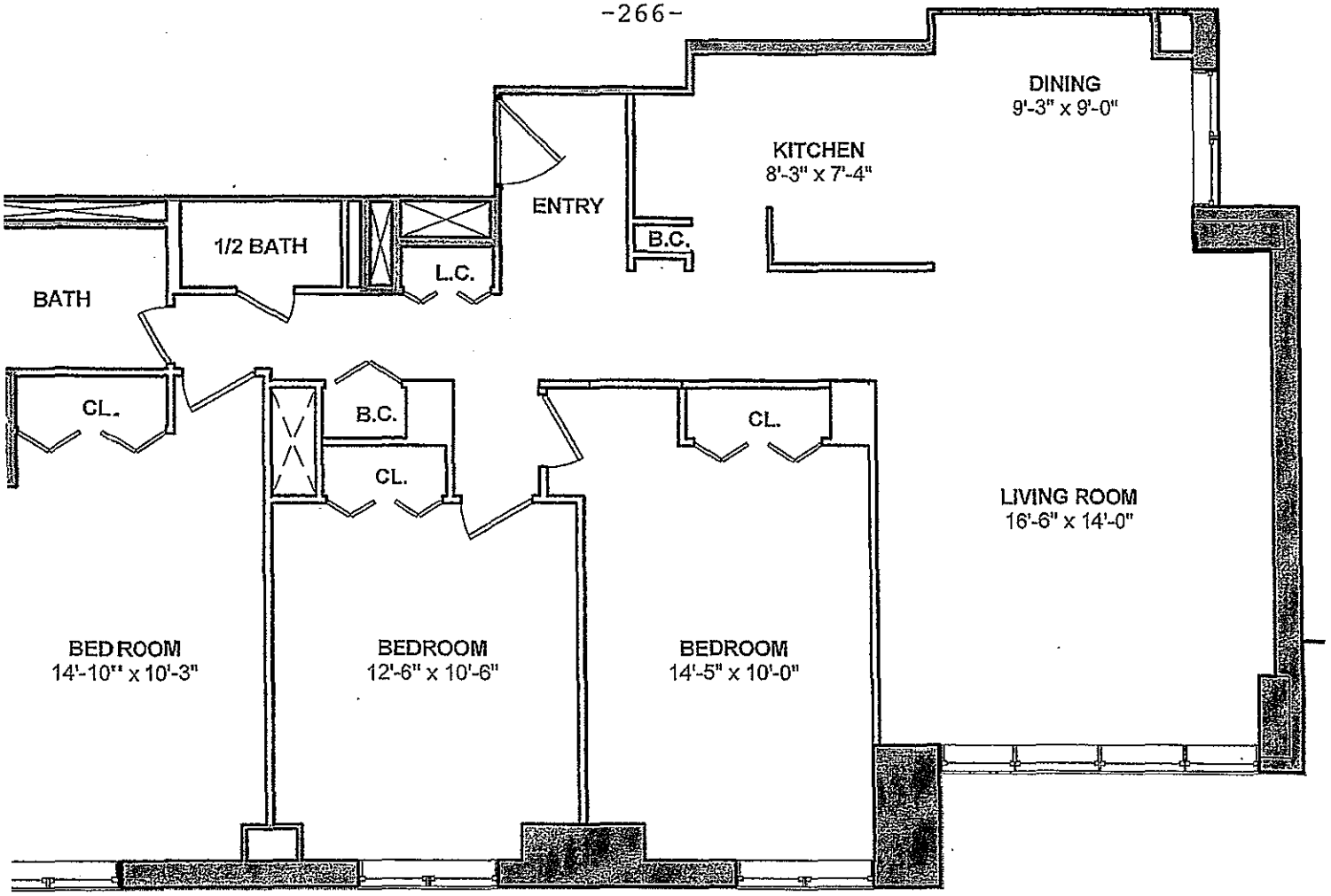




AREA KEY PLAN

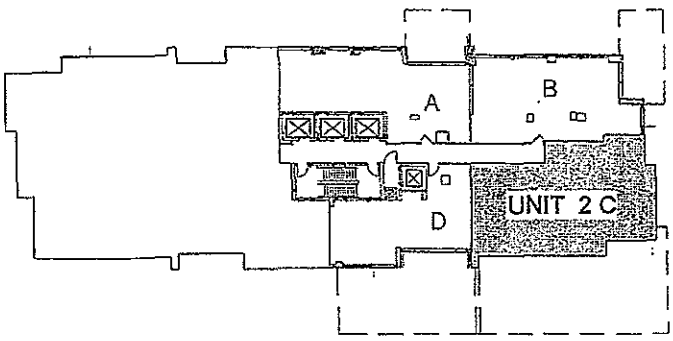
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARINCES AND TOLERANCES

FLOOR PLAN
UNIT: 2B
979 SQ.FT.
TERRACE AREA
172 SQ.FT.



NEW PRIVATE TERRACE

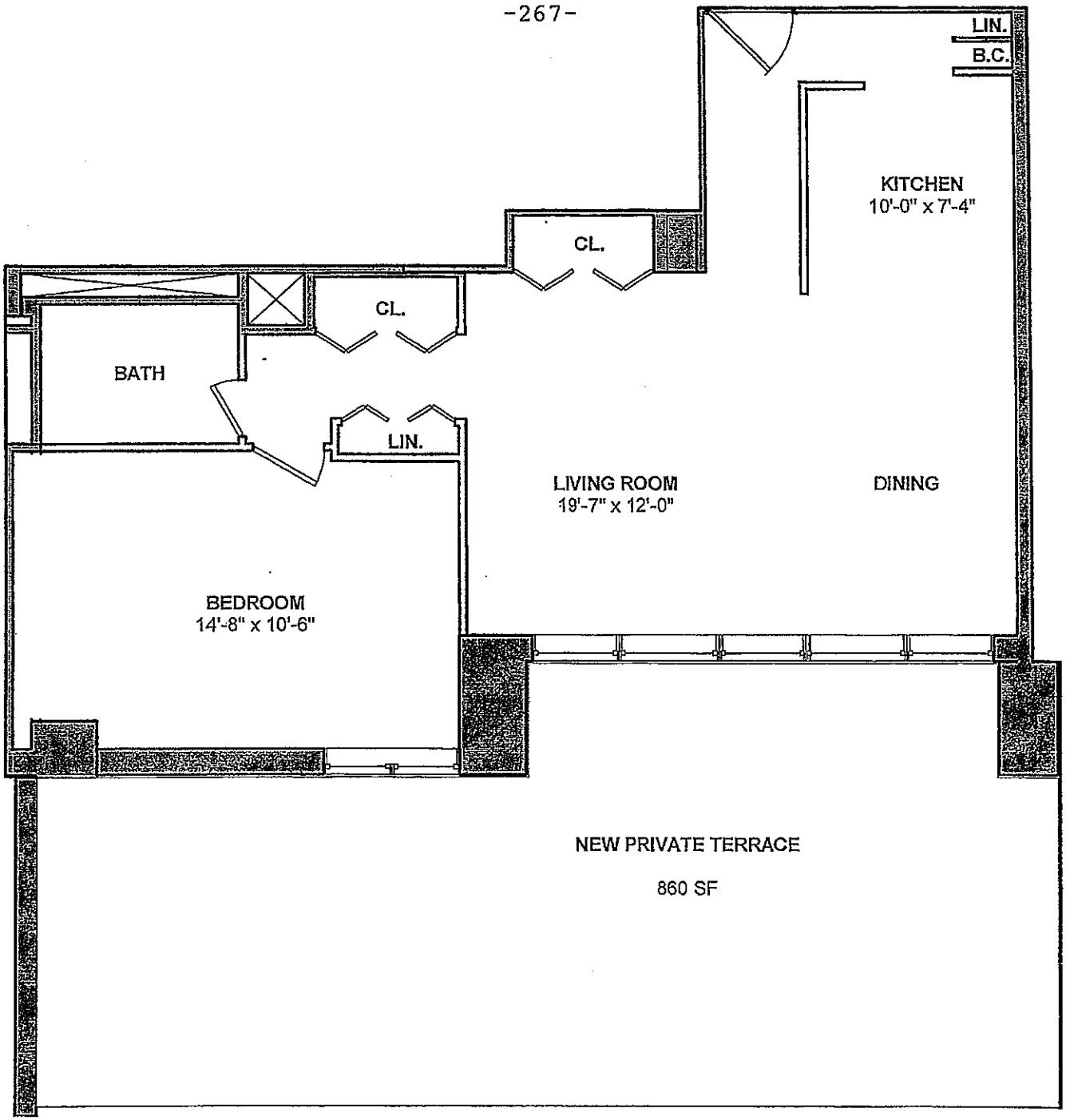
1,366 SF

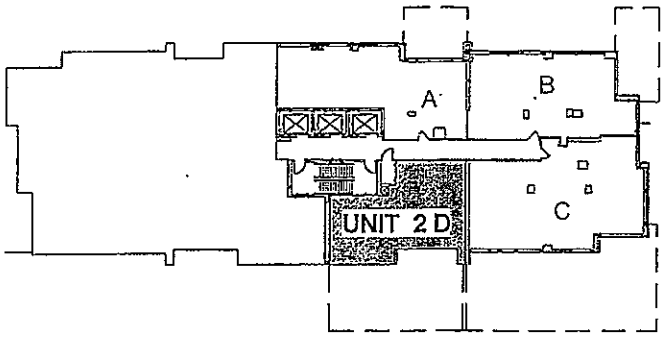


AREA KEY PLAN

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES

FLOOR PLAN
UNIT: 2C
1,243 SQ.FT.
TERRACE AREA
1,366 SQ.FT.

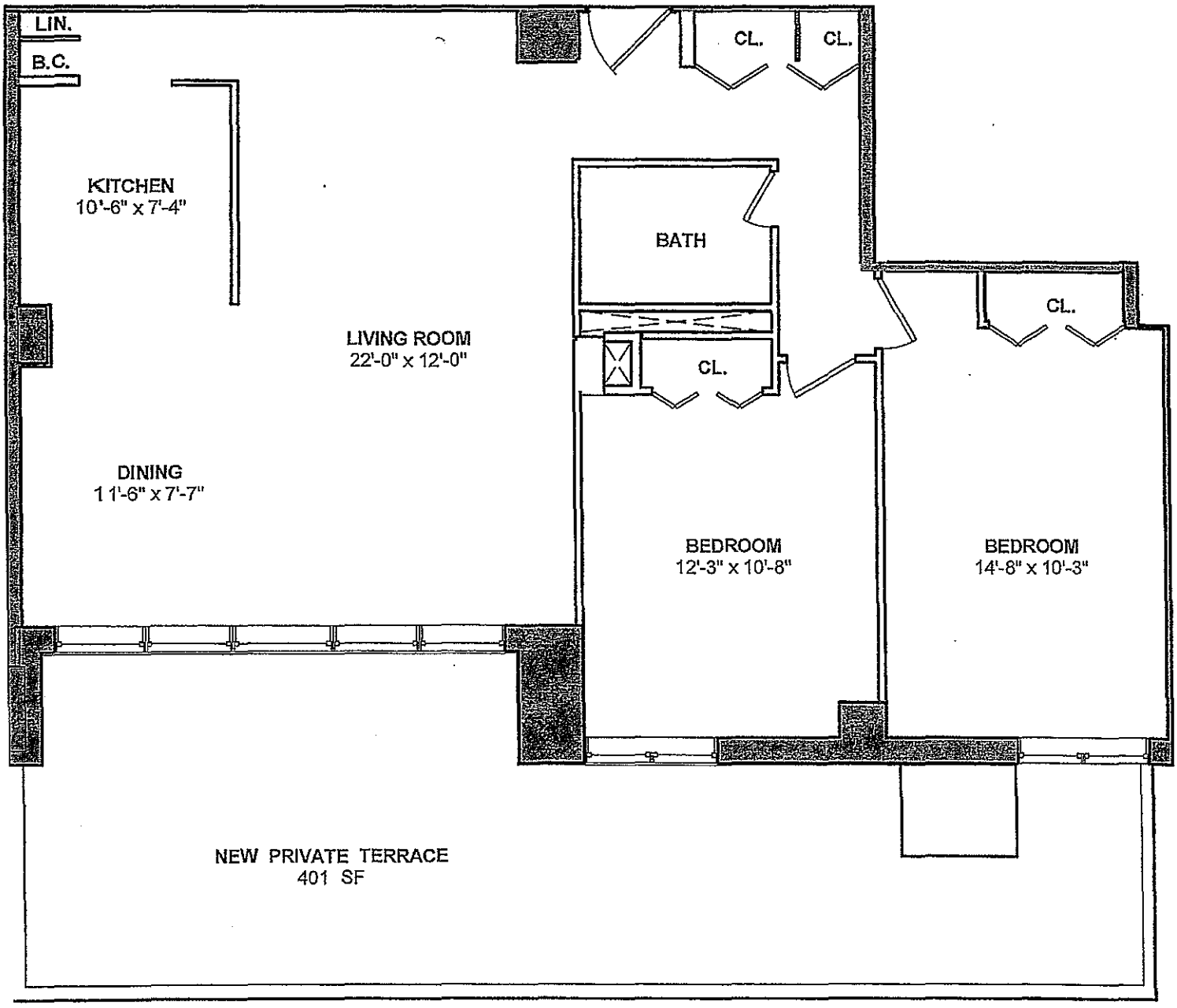


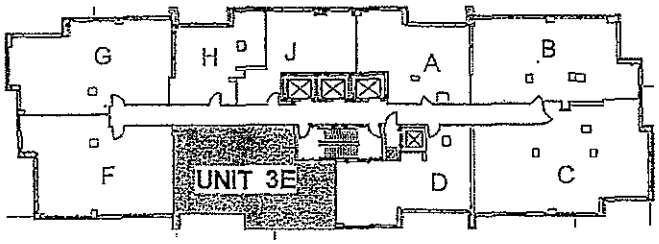


AREA KEY PLAN

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARINCES AND TOLERANCES

FLOOR PLAN
UNIT: 2D
726 SQ.FT.
TERRACE AREA
860 SQ.FT.

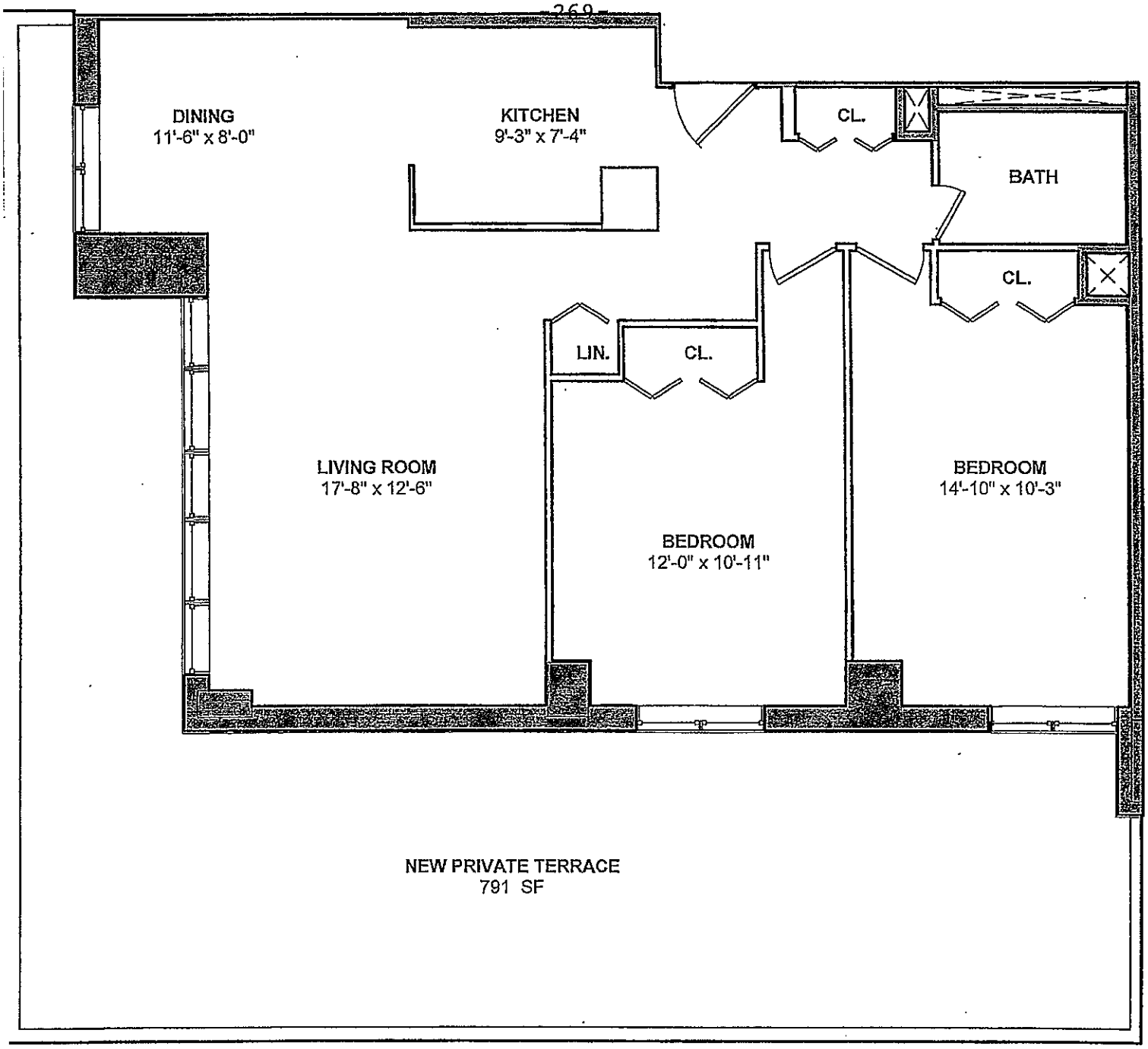


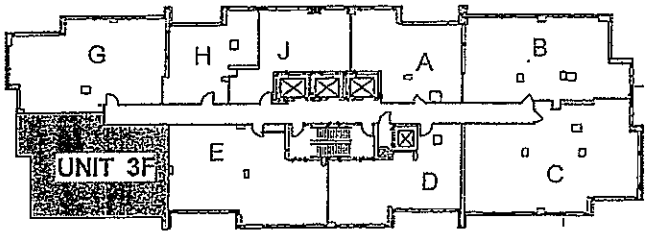


AREA KEY PLAN

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES

FLOOR PLAN
UNIT: 3E
962 SQ.FT.
TERRACE AREA
401 SQ.FT.

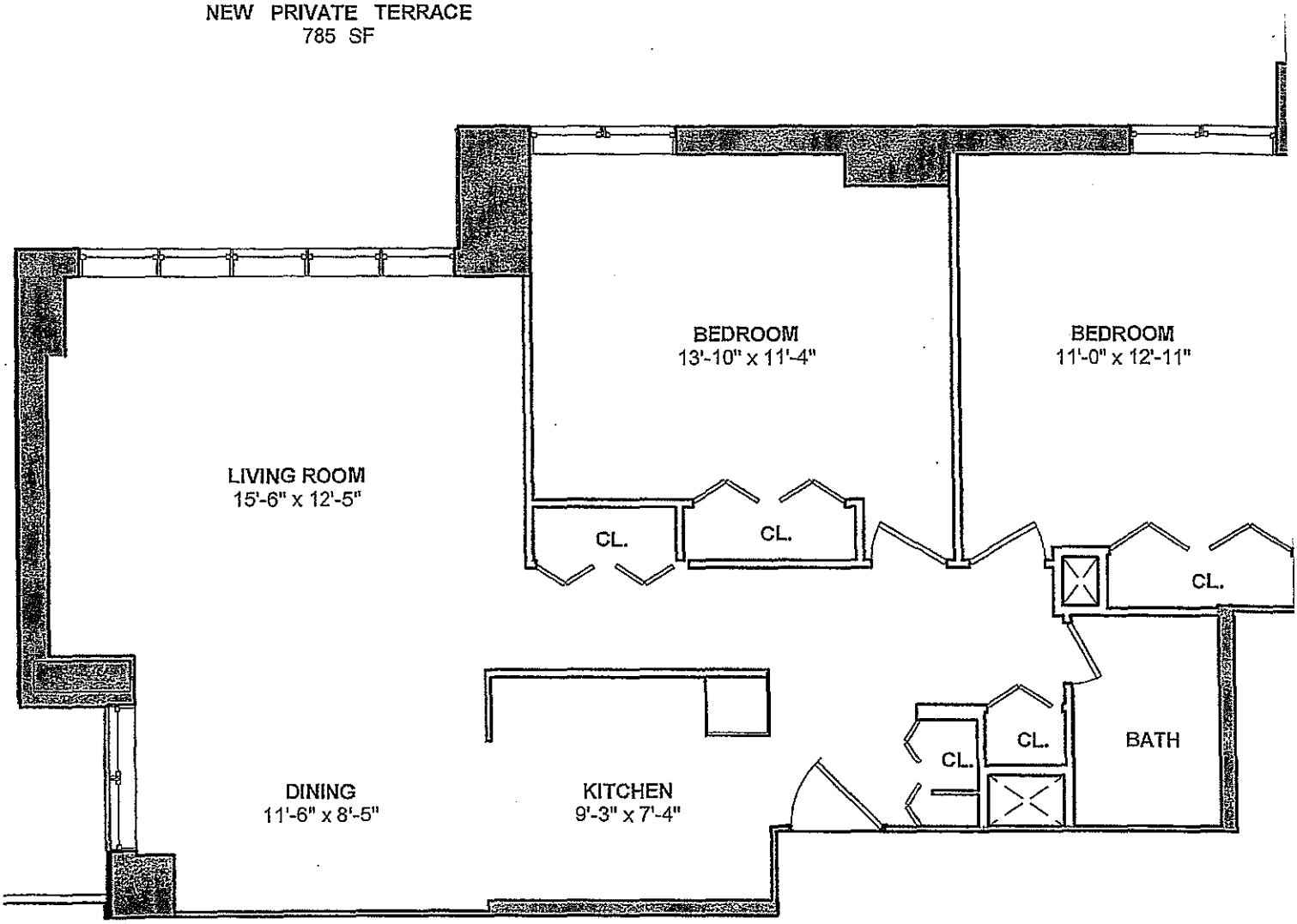


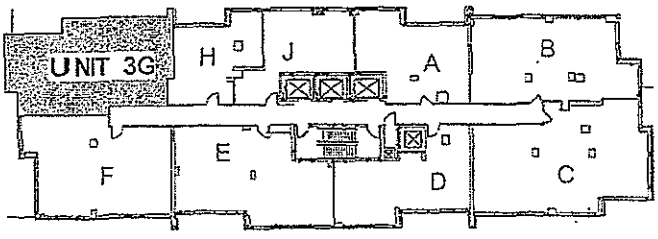


FLOOR PLAN
UNIT: 3F.
949 SQ.FT.
TERRACE AREA
791 SQ.FT.

AREA KEY PLAN

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARINCES AND TOLERANCES

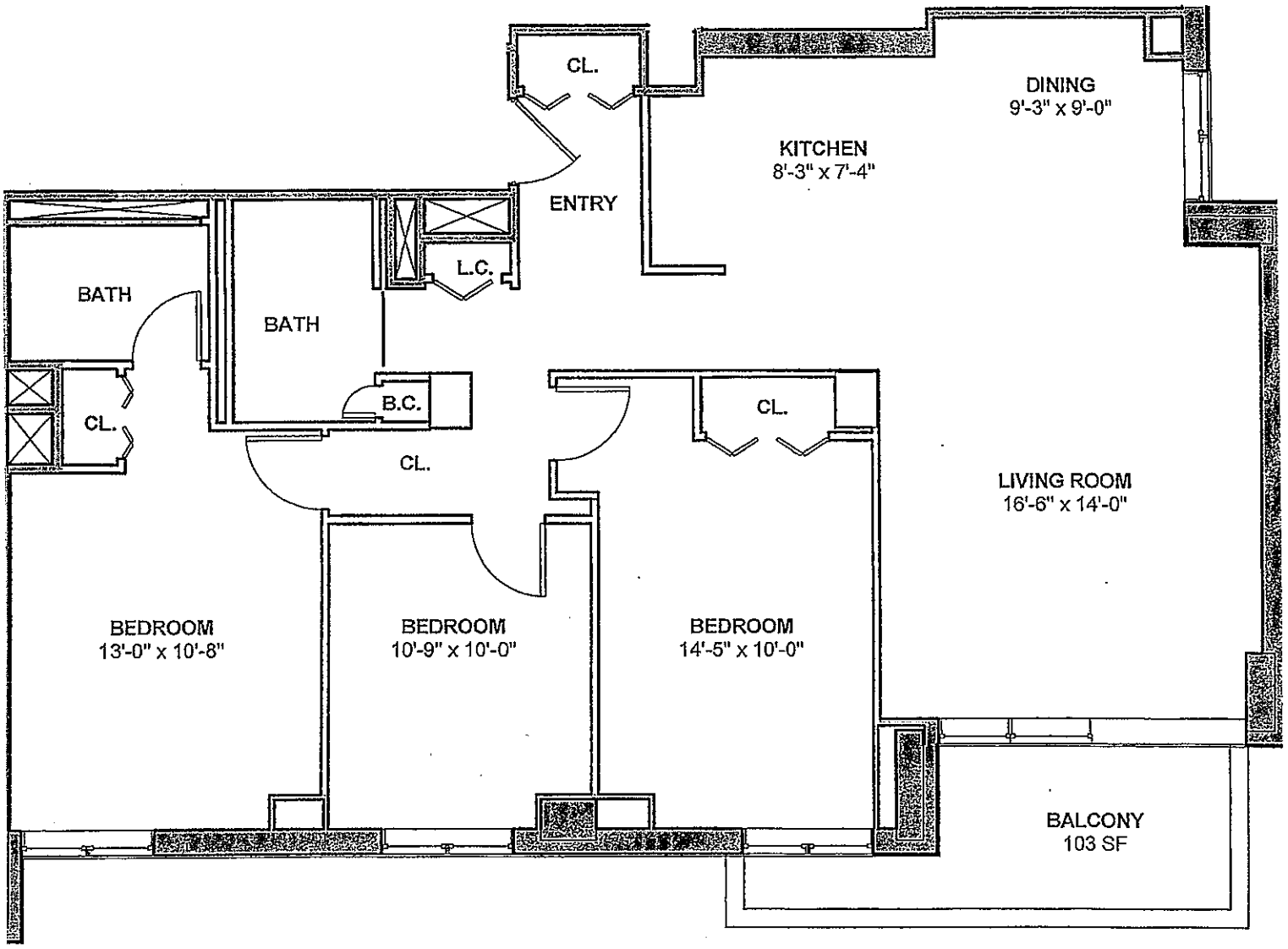


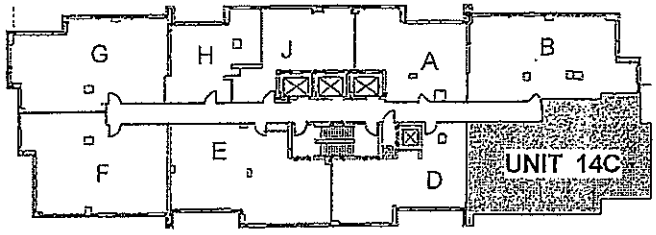


AREA KEY PLAN

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES

FLOOR PLAN
UNIT: 3G
962 SQ.FT.
TERRACE AREA
785 SQ.FT.

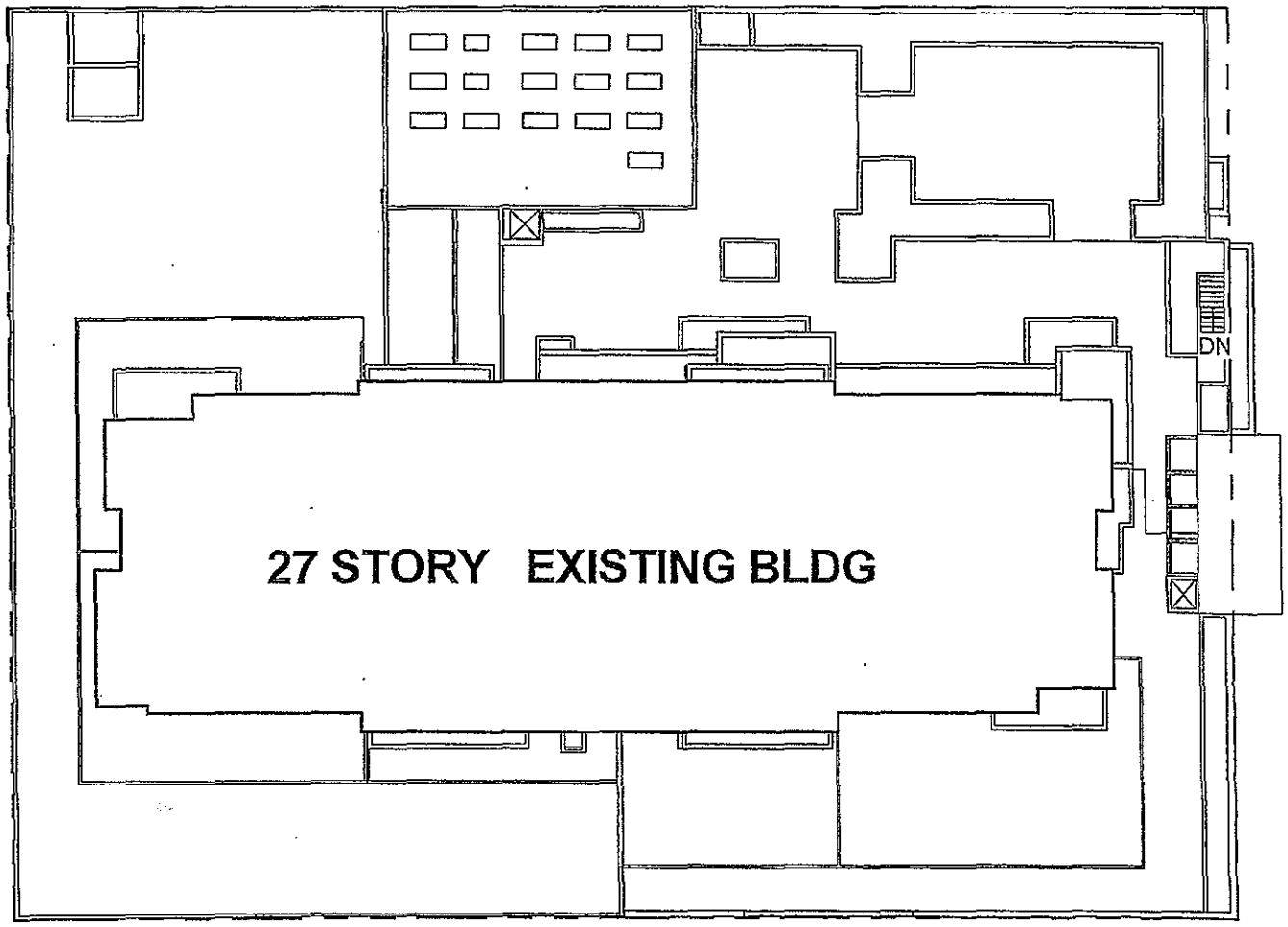




AREA KEY PLAN

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES

FLOOR PLAN
UNIT: 14C.
1,253 SQ.FT.
BALCONY AREA
103 SQ.FT.



ROOF OVERALL PLAN

PURCHASE AGREEMENT

PURCHASE AGREEMENT

Axton Owner LLC

Sponsor

With

Purchaser

Residential Unit Number _____

175 WEST 95 CONDOMINIUM
175 WEST 95TH STREET
NEW YORK, NEW YORK 10025

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PURCHASE AGREEMENT

RESIDENTIAL UNIT NUMBER _____

175 WEST 95 CONDOMINIUM
175 WEST 95TH STREET
NEW YORK, NEW YORK 10025

AGREEMENT, made as of _____, _____, between Sponsor and Purchaser (defined below).

WITNESSETH:

1. THE PLAN

Purchaser acknowledges having received and read a copy of the Offering Plan for 175 West 95 Condominium and all amendments thereto, if any, filed with the Department of Law of the State of New York (hereinafter, collectively, referred to as the "Plan") at least 3 business days prior to Purchaser's signing this Agreement. If Purchaser is not a Tenant, Purchaser understands that if Purchaser has not been afforded at least 3 business days prior to Purchaser's signing this Agreement to review the Plan, then 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 7 days from the date Purchaser delivers an executed Purchase Agreement together with the required Deposit to 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 Residential 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 Axton Owner LLC, having an office c/o Starrett Companies LLC, 70 East 55th Street, New York, New York 10022. Sponsor's taxpayer identification number is 32-0191887.

2.2. "Purchaser" means having an address at . Purchaser's social security number is .

2.3 "Attorney for Sponsor" means Starr Associates LLP, having an address at 245 Fifth Avenue, Suite 1102, New York, New York 10016; Attention: Jane Rosenberg, Esq. Telephone number: (212) 620-2680. Facsimile number: (212) 696-5013. E-mail address: jrosenberg@starr-lawfirm.com.

2.4 "Attorney for Purchaser" means having an address at , Attention: , Esq. Telephone number: (212) 620-2680. Facsimile number: (212) 696-5013. E-mail address: .

2.5 "Selling Agent" means Corcoran Group Marketing, having an address at 888 Seventh Avenue, 39th Floor, New York, New York 10106. Telephone number: 212-634-6500.

2.6 "Co-Broker" means .

2.7 "Escrow Agent" means Attorney for Sponsor.

2.8 "Title Company" means Royal Abstract, having and office at 500 Fifth Avenue, New York, New York 10110. Telephone number: (212) 376-0900. Facsimile number: (212) 376-0911.

3. THE UNIT

Upon and subject to the terms and conditions set forth herein, Sponsor agrees to sell and convey, and Purchaser agrees to purchase, the unit designated as Residential Unit ____ in the Declaration ("Unit"), together with its undivided _____% of interest in the Common Elements appurtenant to such Unit.

4. PURCHASE PRICE

4.1 The purchase price for the Residential Unit ("Purchase Price") is $_____.

The Purchase Price is payable as follows:

(a) $_____, ("Deposit"), due upon Purchaser's signing and submitting this Agreement, by check (subject to collection), receipt of which is hereby acknowledged; and

(b) $_____, ("Balance of the Purchase Price"), by good certified check of Purchaser or official bank check, payable on the delivery of the deed as hereinafter provided.

4.2 All checks shall represent United States currency, be 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 unendorsed. The Deposit shall be made payable to the direct order of "Starr Associates LLP, as Escrow Agent" or delivered by wire transfer to the account of Escrow Agent. The Balance of the Purchase Price shall be made payable to the direct order of "Axton Owner LLC" (or such other party as Sponsor directs to Purchaser) and shall be by official bank check or (at Sponsor's sole option) by wire transfer. 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 Deposit 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. In the event any sums due hereunder are delivered to Escrow Agent by wire transfer, all fees charged by the initiating bank and the receiving bank shall be paid by Purchaser.

5. DEPOSIT TO BE HELD IN TRUST

All Deposits 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 Deposit shall be delivered to Starr Associates LLP, as escrow agent ("Escrow Agent") and shall be held in accordance with the Section of the Plan entitled "Escrow and Trust Fund Requirements" a copy of which is annexed hereto as Schedule D and made a part hereof. By signing this Agreement, Purchaser will not object and will be deemed to have agreed, without the need for a further written agreement, to the release of the Deposit to Sponsor in the event Sponsor and Purchaser close title under this Agreement. In the event Sponsor cannot convey title to the Unit to

Purchaser by reason other than Purchaser's default, the Deposit shall be returned to Purchaser, within 30 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 Starr Associates LLP, 245 Fifth Avenue, Suite 1102, New York, New York (or such other place in the City and State of New York as Sponsor may designate to Purchaser) and on such date and hour as Sponsor may designate to Purchaser on not less than 30 days' prior notice ("Initial Closing Notice"). After the Initial Closing Notice, Sponsor may, from time to time, adjourn and reschedule the date and hour for Closing at any time on notice to Purchaser, which new Closing notice shall fix a new date, hour and place for the Closing. The rescheduled Closing shall not be earlier than: (a) the date set forth in the Initial Closing Notice or, (b) 5 days from the date of Sponsor's Closing adjournment notice. These notice provisions may be modified or waived by an agreement signed by Sponsor and 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.

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.

6.3 The Closing of Title shall occur only concurrently with or after compliance with the prerequisites to Closing in the Section of the Plan entitled "Terms of Sale."

7. CLOSING DOCUMENTS

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, 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, Purchaser shall execute and acknowledge a power of attorney to the Condominium Board and Sponsor substantially in the form set forth in Part II of the Plan.

7.3 At the Closing of Title, Sponsor and Purchaser shall deliver to Purchaser a certification stating that Sponsor is not a foreign person in compliance with IRS Section 6045(e) as amended, or any successor provision or regulation promulgated pursuant thereto.

7.4 At the Closing of Title, Sponsor and Purchaser shall execute and acknowledge in form for recording such other documents that are reasonably necessary or customary in connection with the conveyance of a condominium unit, including, but not limited to, title affidavits, transfer tax forms, reporting of information in respect of real estate transactions, smoke detector affidavit and window guard notice.

7.5 The executed deed, transfer tax forms and power of attorney shall be delivered at Closing to the Title Company insuring Purchaser's title (or, if no Title Company is present, then to the Attorney for Sponsor) for recording in the Register's Office, which recording shall be at Purchaser's expense. After being recorded, the deed shall be returned to Purchaser and the power of attorney shall be returned to the Condominium Board by the Register's Office.

7.6 Purchaser's payment of the Balance of the Purchase Price and acceptance of a deed to the Unit shall constitute Purchaser's recognition that Sponsor has satisfactorily performed those obligations

stated in the Plan and this Agreement to be performed by Sponsor prior to Closing. However, nothing herein contained shall excuse Sponsor from performing those obligations (if any) expressly stated herein or in the Plan to be performed subsequent to the Closing, and nothing herein shall be in derogation of the rights of Purchasers under Article 23-A of the General Business Law, the Plan, and Part 23 of the Regulations issued by the Department of Law.

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, provided that the only liens and encumbrances affecting title shall be those expressly agreed to by Purchaser or set forth in Schedule A annexed hereto and made a part hereof. Any lien and encumbrance or condition which is not set forth in Schedule A annexed hereto shall not be an objection to title if (a) the instrument required to remove it of record is delivered at or prior to the Closing of Title to the proper party or to the Title Company (or such other title company as Purchaser may utilize), together with the required recording or filing fee, if any, or (b) The Title Company (or such other title company as Purchaser may utilize) 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. 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 Sponsor's attorney written notice of such defect in title at least 10 days prior to the Closing of Title, then, for purposes of Paragraph 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 the Title 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. If Purchaser did not obtain title insurance at the Closing, for purposes of this subparagraph, the amount and coverage which Purchaser could have obtained from the Title Company shall be deducted from the loss or damage collectable against Sponsor. Nothing contained in this subparagraph 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. This provision shall survive Closing.

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 and assessments for the month in which title closes; and

9.2 If a 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 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 a 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 Residential 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 any 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 actual 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 real estate 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 originally 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 ("Actual Closing Date"), 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 0.03% 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 adjourns 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 or in the Plan.

9.6 Any errors or omissions 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 bank that 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 from 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:

(a) Purchaser's failure to close title to the Unit on the scheduled Closing Date; or

(b) Purchaser's failure to pay the Balance of the Purchase Price, or any closing adjustment or closing cost or fee including, without limitation, attorney's 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

(c) Purchaser's failure to pay, perform or observe any of Purchaser's other obligations under this Agreement or the Plan; or

(d) if Purchaser is permitted to become the tenant or other occupant of the Unit, Purchaser's failure to pay rent or to otherwise comply with some other lease or occupancy agreement obligation; or

(e) Purchaser's assignment of any of Purchaser's property for the benefit of creditors, or Purchaser's filing a voluntary petition in bankruptcy; or

(f) 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

(g) if a judgment or tax lien is filed against Purchaser and Purchaser does not pay or bond the judgment or lien; or

(h) Purchaser's assignment or transfer of this Agreement without the prior written consent of Sponsor; or

(i) Purchaser's listing the Unit for sale or rental with any broker or placing or authorizing any listing in any broker's listing system or any other listing service or advertising or

otherwise offering, promoting or publicizing the availability of the Unit for sale or rental without Sponsor's prior written consent; or

(j) an Event of Default by Purchaser beyond any applicable grace period under a Purchase Agreement between Purchaser and Sponsor for another Unit at the Property; or

(k) Purchaser's failure to (i) complete and return to the DOL as and when required the Tenant or Non-Tenant Questionnaire; and (ii) deliver any and all additional information the DOL may require; and (iii) otherwise cooperate in any inquiry the DOL may initiate into the intended occupancy of the Unit, as set forth in Paragraph 25.3of this Agreement.

14.2 **TIME IS OF THE ESSENCE** with respect to Purchaser's obligations to pay the Balance of the Purchase Price and to pay, perform or observe Purchaser's other obligations under this Agreement. Upon the occurrence of an Event of Default, Sponsor, in its sole discretion, may elect by written notice to Purchaser to: (i) cancel this Agreement or (ii) seek specific performance. 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, then this Agreement shall be deemed cancelled, and Sponsor shall have the right to retain, as and for liquidated damages, the entire Deposit. Upon the cancellation of this Agreement, Purchaser and Sponsor will be released and discharged of all further liability and obligations hereunder and under the Plan, and the Unit may be sold to another as though this Agreement had never been made, and without any obligation to account to Purchaser for any of the proceeds of such sale. If Sponsor elects to seek specific performance, then Purchaser shall have 30 days from the giving of notice of Sponsor's election to Close Title to the Unit in accordance with this Agreement, without prejudice to Sponsor's right to recover from Purchaser all damages, losses, costs, expenses and all other lawful sums to which Sponsor is entitled under this Agreement (including, but not limited to, attorney's fees, disbursements and costs of collection). Notwithstanding the foregoing, Sponsor shall not exercise its right to file an action for specific performance against a Tenant Purchaser who purchases the Unit such Tenant occupied on the Filing Date of the Plan.

14. AGREEMENT SUBJECT TO PLAN BEING EFFECTIVE

The performance by Sponsor of its obligations under this Agreement is contingent upon the Plan having been declared effective in accordance with the terms and provisions of the Plan (as the same may be amended from time to time). The Plan may be withdrawn or abandoned by Sponsor only under certain conditions and at certain times, as set forth in the Plan. If the Plan is abandoned or does not become effective within 15 months of the Filing Date (as such period may be tolled pursuant to the Plan) or if, after being declared effective, the Plan is not consummated for any reason and Purchaser is not in default under this Agreement beyond any applicable grace period, this Agreement shall be deemed cancelled and the Deposit, together with interest earned thereon, shall be returned to Purchaser within 30 days from the filing date of the amendment abandoning the Plan. Upon such return, neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability under this Agreement and the Plan.

15. SPONSOR'S INABILITY TO CONVEY THE UNIT

If Sponsor is unable to deliver title to the Unit to Purchaser in accordance with the provisions of this Agreement and the Plan by reason of a defect in title, substantial damage or destruction of Building by fire or other casualty, or the taking of any material portion of the Property by condemnation or eminent domain, or otherwise, 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 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

At Closing, the Unit will contain only those appliances, countertops, cabinets, sinks, air-conditioning units (if any) hardware and other fixtures, equipment and appliances currently installed therein that are owned by Sponsor. The Unit is being sold unfurnished. Any appliances, air-conditioning units, furnishings, equipment, fixtures and other personal property owned by any tenant of the Unit are not included in this sale. However, if the Unit is presently occupied by a person or persons other than Purchaser and the existing tenant removes a stove, dishwasher and/or refrigerator belonging to him, Sponsor agrees to supply a replacement, which may not be new, but will be in working order. Furniture, wall coverings, furnishings, decorations and the like in or about any model unit are for display purposes only and is not included in this sale. Any floor plans or sketches shown to Purchaser or included in the Plan are only approximations of the Unit's dimensions and layout, and Purchaser should not rely thereon.

17. CONDITION OF PROPERTY

The signing of this Agreement by Purchaser signifies Purchaser's acceptance of the condition of the Property (as represented by Sponsor in the Plan) including the Building, the Common Elements, the Unit and all fixtures, machinery, equipment, furnishings, appliances, installations and other personal property contained therein (hereinafter collectively called "Installations"), in their respective existing conditions, ordinary wear and tear excepted between the date Purchaser signs this Agreement (with respect to Non-Tenant Purchasers), or the Filing Date of the Plan (with respect to Tenant-Purchasers), and delivery of the deed to Purchaser. Purchaser acknowledges having read the Description of Property, which sets forth a description of the physical condition of the Building set forth in Part II of the Plan and having been given the opportunity to review the Section of the Plan entitled "Sponsor's Statement of Building Condition." Purchaser understands that Sponsor has no obligation to make any repairs, improvements or decorations in or to the Property, the Building, the Unit or the Installations, except as may otherwise be set forth in the Plan. Sponsor has agreed in the Plan to maintain the Building and the Common Elements in substantially the same condition they were in on the Filing Date, until the First Closing (subject to ordinary wear and tear between the Filing Date and the First Closing), unless prevented from doing by reason of acts or events beyond Sponsor's control, as more particularly set forth in the Plan. Subject to rights of existing tenants and occupants, Non-Tenant-Purchasers shall be given a reasonable opportunity to examine the Unit prior to Closing and it is recommended that Purchasers make a careful examination at such time.

18. 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:

18.1 If Purchaser is the existing tenant or occupant of the Unit, then Purchaser shall be solely responsible for any damage to, or loss or other condition in, the Unit resulting from Purchaser's use or

Current Lease Term Expires: _____
or month-to-month ( )

Rent Security: $_____

Unit is Occupied by a Non-Purchasing Tenant: Yes ( ) No ( )

23.2 Purchaser understands and agrees that the Unit being sold hereunder is subject to the lease or tenancy of the present tenant and Section 352-eeee of the New York State General Business Law ("GBL") as explained more fully in the Plan under the Section entitled "Rights of Existing Tenants" and Purchaser and Purchaser's successors and assigns shall continue to be bound by such laws and regulations so long as such occupancy continues.

23.3 Purchaser further understands, as explained in the Plan, that if a Non-Purchasing Tenant is in possession of the Unit on the Closing Date hereunder, Purchaser will assume the rights and obligations of Sponsor as the landlord of such tenant, including the right to collect rent (whether the same be greater or less than the Common Charges established from time to time by the Condominium Board) and the obligation to repair, maintain and paint the Unit (including its equipment and appliances) for the benefit of the existing tenant. From and after delivery of the deed, Purchaser alone will bear the entire costs and expenses of owning the Unit (including, but not limited to, any legal fees and litigation expenses for enforcing the lease and obtaining possession of the Unit).

23.4 Purchaser understands that if the tenant of the Unit exercises any right granted under the Plan (or any amendment thereto) or under the Rent Laws or GBL or other applicable law, which may or may not exist as of the date of this Agreement, or any administrative or judicial interpretation thereof, to purchase the Unit, then upon the Closing of such purchase, this Agreement shall be deemed and canceled and, within thirty (30) days after the occurrence of such event, all monies paid by Purchaser hereunder shall be refunded. Upon such repayment, Purchaser, Sponsor, the Selling Agent, and any other party hereto shall be (and hereby are) released and discharged of all liability or obligations hereunder and under the Plan.

23.5 Purchaser hereby irrevocably appoints the then managing agent of the Building (which managing agent may be replaced from time to time by the Condominium Board) as Purchaser's agent, coupled with an interest, to provide for the account and at the expense of Purchaser, all services and facilities required by Law on a non-discriminatory basis, to the Non-Purchasing Tenant who has the right to occupy the Unit Purchaser is purchasing until such time as such right of occupancy terminates. Purchaser agrees to deposit with the managing agent at the Closing hereunder a sum of not less than an amount equal to two months Common Charges to be used as working capital to furnish service and facilities required under the Non-Purchasing Tenant's lease and those required by the GBL. Purchaser agrees that upon written notice by the then managing agent that such deposit has been diminished, that Purchaser shall replenish such fund within 30 days thereafter. Purchaser further understands that Sponsor will guarantee the obligation of the then managing agent to provide all such services and facilities until such time as Sponsor surrenders control of the Condominium Board and Purchaser will indemnify Sponsor for all costs expended by Sponsor on Purchaser's behalf. The provisions of this Paragraph shall survive the Closing.

24. TENANT-PURCHASER'S RIGHT TO BENEFIT FROM IMPROVED TERMS

If prior to the First Closing, Sponsor amends the terms and conditions of the Plan to be more favorable to Tenant-Purchasers, then if Purchaser is a Tenant-Purchaser who executed and submitted this Agreement and the Deposit for the Unit which the Tenant-Purchaser occupied on the Filing Date before Sponsor amended the terms of the Plan, Purchaser shall benefit from the more favorable terms and conditions.

25. PURCHASER'S REPRESENTATIONS

25.1 If Purchaser was a tenant in occupancy of a Unit in the Building on the Filing Date of the Plan, Purchaser hereby represents that this Agreement was executed and delivered by Purchaser pursuant to an offering made without a discriminatory repurchase agreement or other discriminatory inducement.

25.2 If the Unit to which this Agreement relates is not occupied by Purchaser, Purchaser shall duly complete and sign before a notary public the Statement of Purchase Set forth as Schedule B hereto and deliver same to Selling Agent together with this Agreement.

25.3 In connection with the Plan being declared effective, Purchaser agrees that, in the event Purchaser is contacted by the New York State Department of Law ("DOL") and is required to complete and return to the DOL a Tenant Questionnaire or Non-Tenant Questionnaire, as the case may be, to be distributed directly by the DOL to Purchaser or Purchaser's attorneys, and/or is required to submit to the DOL additional information concerning the intended occupancy of the Unit and/or to otherwise cooperate with the DOL in any inquiry into the intended occupancy of the Unit, Purchaser shall fully cooperate in such inquiry. If Purchaser fails to (i) complete and return to the DOL as and when required the Tenant or Non-Tenant Questionnaire; and (ii) deliver any and all additional information the DOL may require; and (iii) otherwise cooperate in any inquiry the DOL may initiate into the intended occupancy of the Unit, will be deemed to have committed a default under this Agreement, entitling Sponsor to all rights and remedies, including, without limitation, the right to retain, as and for liquidated damages, the entire Deposit and any interest earned on the Deposit, or in the alternative, the right to commence an action for specific performance, in which case Purchaser may be compelled by a court of law to fulfill all obligations concerning the Tenant Questionnaire or Non-Tenant Questionnaire, as applicable. Sample copies of the DOL's current forms of Tenant Questionnaire and Non-Tenant Questionnaire are annexed to this Agreement as Schedule E.

26. 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. If this Agreement is not accepted within 30 days from the delivery to Sponsor of this Agreement executed by Purchaser together with the Deposit by the delivery to Purchaser of a fully executed counterpart, this Agreement shall be deemed to have been rejected and cancelled and the Deposit paid on the execution hereof shall be returned to Purchaser within 30 days thereafter. 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 Purchase Agreement to Purchaser, and at any time thereafter, Purchaser agrees upon request to provide Sponsor with written information about Purchaser's employment, financial and rental/ownership history. Such information obtained prior to countersignature may be used to determine Purchaser's qualification to purchase and own the Unit, but does not constitute a reservation or binding obligation on either the applicant or Sponsor. Sponsor has the right, without incurring any liability, to reject this Agreement without cause or explanation to Purchaser. This Agreement may not be rejected due to Purchaser's sex, race, creed, color, national origin, ancestry, disability, marital status, or other ground proscribed by Law.

Notwithstanding the above, this Agreement shall be binding on Sponsor provided (i) Purchaser is a Tenant-Purchaser; (ii) the Unit is the Unit occupied by the Tenant-Purchaser on the Filing Date of the Plan; (iii) the Agreement has not been altered, is complete and has been executed by all Tenant-Purchasers whose names are listed on the lease for the Unit; (iv) the executed Agreement is accompanied by an official bank check in the full amount of the Deposit and an completed form W-9 or form W-8 as applicable; and (v) the executed Agreement is delivered to Sponsor or Selling Agent during the time within which the Tenant-Purchaser has the exclusive right to purchase the Unit.

27. NOTICES

27.1 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 by regular mail and to Sponsor at the address given at the beginning of this Agreement, with a copy to the Attorney for Sponsor in the same manner as notice is given to Sponsor. Acknowledged receipt of facsimile transmission shall be deemed satisfactory notice hereunder. 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, on the 3rd 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.

27.2 Sponsor hereby designates and empowers both Selling Agent and Sponsor's counsel Starr Associates LLP, as Sponsor's agents to give any notice to Purchaser under this Agreement (including, without limitation, a notice of default) in Sponsor's name, which notice so given shall have the same force and effect as if given by Sponsor itself.

28. JOINT PURCHASERS

The term "Purchaser" shall be read as "Purchasers" if more than one person are Purchasers, in which case their obligations shall be joint and several.

29. 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, weather, fire, flood, explosion, war, riot, sabotage, epidemics, quarantine, acts of terrorism, freight embargos, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, unavailability of utilities, 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 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.

30. 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.

31. 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,

the imposition by the Lender of any additional fees or charges 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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

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

PURCHASER(S):

_____
(signature)

_____
(signature)

SPONSOR:

AXTON OWNER LLC

By: _____
Name:
Title:

SCHEDULE A

PERMITTED ENCUMBRANCES

1. Building restrictions and zoning and other regulations, resolutions and ordinances and any amendments thereto now or hereafter adopted.

2. Any state of facts which an accurate survey or personal inspection of the Property would show, provided such state of facts would not render title uninsurable without additional premium to Purchaser or prevent the use of the Unit for dwelling purposes.

3. The terms, burdens, covenants, restrictions, conditions, easements and Residential Rules and Regulations, all as set forth in the Declaration, the By-Laws (and the Residential Rules and Regulations made thereunder), the Power of Attorney from the Purchaser to the Condominium Board, and the Floor Plans as all of the same may be amended from time to time.

4. Consents by 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 Building 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 and service, maintenance, employment, concessionaire and license agreements, if any, affecting the Property, other Units or portions of the Common Elements.

10. The lien of any unpaid Common Charge, real estate tax, water charge or sewer rent, or vault charge, provided the same are adjusted at the Closing of Title.

11. The lien of any unpaid assessment payable in installments (other than assessments levied by the Condominium Board), except that Sponsor shall pay all such assessments due prior to the Closing Date (with the then current installment to be apportioned as of the Closing Date) and the Purchaser shall pay all assessments due from and after the Closing Date.

12. Any declaration or other instrument affecting the Property which Sponsor deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or

any other public authority, applicable to the demolition, construction, alteration, repair or restoration of the Building.

13. Any encumbrance as to which the Title Company 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 Sponsor to the Purchaser.

16. Any violation against the Property (other than the Unit) 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.

18. Any certificate of occupancy for the Building, so long as the same permits, or does not prohibit, use of the Unit for its stated purposes.

19. Any encumbrance, covenant, easement, agreement, or restriction 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 it may be updated from time to time prior to the Closing.

SCHEDULE B

BONA FIDE PURCHASER STATEMENT OF PURCHASE

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

Re: Residential Unit _____ ("Residential Unit")
175 West 95 Condominium
175 West 95th Street
New York, New York 10025

The undersigned Purchaser(s) represent that Purchaser(s) intend that Purchaser(s) or one or more Family Members intend to occupy the Residential Unit when it becomes vacant.

PURCHASER(S):

_____
(signature)

_____
(signature)

Sworn to before me
this _____ day of _____, _____

_____
Notary Public

INTENDED OCCUPANT(S):

_____
Print Name

_____
Print Name

SCHEDULE C

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 buyer with information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

SPONSOR'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 on attached sheet).

(ii) _X_ Sponsor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to Sponsor (check (i) or (ii) below):

(i) _X_ Sponsor has provided Purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below on attached sheet): HUD LBP Free Certificate in Plan; report available at Managing Agent's office.

(ii) ___ Sponsor has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.

PURCHASER'S ACKNOWLEDGMENT (initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet Protecting Your Family from Lead in Your Home.

(e) _____ Purchaser has (check (i) or (ii) below):

(i)___ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii)___ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

SELLING AGENT'S ACKNOWLEDGMENT (initial)

(f) _X_ Selling Agent has informed Sponsor of Sponsor's obligation under 42 U.S.C. 4852d and is aware of Selling Agent's independent responsibility to ensure compliance.

CERTIFICATE 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.

PURCHASER(S):

_____
(signature)

_____
(signature)

SPONSOR:

AXTON OWNER LLC

By: _____
Name:
Title:

SCHEDULE D

RIDER TO PURCHASE AGREEMENT RE: ESCROW PROVISIONS

This Rider is made as of _____, ____ between Sponsor, Purchaser and Escrow Agent.

Re: Residential Unit _____ ("Residential Unit")
175 West 95 Condominium
175 West 95th Street
New York, New York 10025

1. ESCROW AND TRUST FUND REQUIREMENTS

All deposits, down payments, advances and payments made by Purchasers prior to the Closing ("Deposits") 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 Purchase 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. 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 Purchase 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 Purchase 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 Purchase Agreement or otherwise enforcing Purchaser's obligations thereunder.

All Deposits made by Purchasers prior to the Closing of each individual transaction will be placed in a segregated special escrow account of Starr Associates LLP, the escrow agent ("Escrow Agent"), whose address is 245 Fifth Avenue, Suite 1102, New York, New York 10016 and whose telephone number is (212) 620-2680. The attorneys who are signatories on these accounts authorized to withdraw funds, acting singly, are: Allan Starr, Esq., Andrea L. Roschelle, Esq., Samantha Sheeber, Esq. and Jane Rosenberg, Esq. ("Authorized Signatories"). All Authorized Signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any Authorized Signatory is the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

Escrow Agent has established a master escrow account entitled "Starr Associates LLP, Escrow Account" ("Master Escrow Account") at Signature Bank located at 261 Madison Avenue, New York, NY 10016 ("Escrow Bank"). Escrow Bank is authorized to do business in the State of New York. Deposits properly made payable to "Starr Associates LLP, as Escrow Agent" will be placed in the Master Escrow Account within 5 business days after tender by Purchaser to Sponsor or Selling Agent. Any subsequent Deposit tendered by Purchaser after the Initial Deposit will be placed in the Master Escrow Account within

10 business days after tender by Purchaser to Sponsor or Selling Agent. Escrow Agent shall execute the Purchase Agreement Escrow Rider with respect to its obligations in this Section.

All Deposits will be placed initially in the non-interest bearing portion of the Master Escrow Account Each Purchaser is required to deliver a completed and signed Form W-9 (Request for Taxpayer Identification Number) or a Form W-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 Deposit and the Purchase Agreement. If a Deposit is accompanied by a completed and signed Form W-9 or Form W-8, the Deposit 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 Deposit will remain in the non-interest bearing portion of the Master Escrow Account. At such time as the Deposit is released, the Deposit will be transferred from the individual sub-escrow account to the non-interest bearing portion of the Master Escrow Account so that checks may be drawn thereon. The Master Escrow Account is not an IOLA account.

All Deposits 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, until such time as Sponsor is entitled to the Deposit 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 10 business days after the tender of the Deposit. If Purchaser does not receive notice that the Deposit has been placed in the Master Escrow Account within 15 business days after tender of the Deposit, Purchaser may cancel the Purchase and rescind the Purchase Agreement so long as the right to rescind is exercised within 90 days after tender or crediting of the Deposit by notice delivered to Sponsor and 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, New York 10271. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit 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 Deposit (or in connection with any changes in the interest rate).

Escrow Agent shall maintain the Master Escrow Account under its direct supervision and control. A fiduciary relationship shall exist between Escrow Agent, and Purchaser, and as set forth in the Escrow Agreement Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to GBL §§ 352(e)(2-b) and 352(h).

Under current Law, the sub-accounts at the Escrow Bank are insured by the Federal Deposit Insurance Corporation ("FDIC") to a maximum of $250,000 per individual Deposit. The following are SPECIAL RISKS of this offer: (i) if a Purchaser makes a Deposit in excess of $250,000 such Deposit will not be FDIC insured in excess of $250,000; and (ii) while the Deposit is in the non-interest bearing portion of the Master Escrow Account, the Deposit may not be fully FDIC insured even if the Deposit does not exceed $250,000. No representation is made with respect to any further changes in Law which may increase or decrease such limit.

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

Acceptance of the Deposit by Sponsor or Selling Agent and the Deposit thereof by Escrow Agent into escrow shall not be deemed a binding agreement by Sponsor to sell to Purchaser unless and until

Purchaser executes a Purchase Agreement and Sponsor or Selling Agent executes a duplicate thereof and delivers the Purchase Agreement to Purchaser in accordance with the terms of the Plan. All Deposits made by check are subject to collection.

If a Purchaser tenders a Deposit without an executed Purchase Agreement, Sponsor shall have the right to reject the Deposit and return it to Purchaser: (i) within 5 business days after tender, if the Deposit has not been deposited into escrow, and (ii) within 10 business days, if the Deposit has been deposited into escrow and the Purchase Agreement has not yet been delivered by Purchaser. In the event a Deposit 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 Purchase Agreement, or (ii) Purchaser is entitled to a return of the Deposit. 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. As of May 31, 2013, the interest rate for the Escrow Bank is .30%. 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 Deposit is cash or cash equivalent, or (y) 5 business days, if the Deposit is other than cash or cash equivalent, of the transfer of the Deposit from the checking account portion of the Master Escrow Account into the sub-escrow account portion of the Master Escrow Account, as determined by whether and when the Deposit clears.

All instruments shall be made payable directly to the order of "Starr Associates LLP, as escrow agent." Endorsed instruments will not be accepted.

If a check delivered by a Purchaser fails for collection, the Purchase Agreement will be deemed void ab initio (as if the Purchase 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 or its agents, including any selling agents, shall deliver to Escrow Agent all Deposits within two (2) business days of tender of the Deposit by a Purchaser, using such transmittal forms as required by Escrow Agent from time to time. Sponsor agrees that it shall not interfere with Escrow Agent's performance of its fiduciary and statutory obligations set forth in GBL §§ 352(e)(2-b) and 352(h) and the Department of Law's regulations promulgated thereto.

Under no circumstances shall Sponsor seek the release of the Deposits of a defaulting Purchaser until after consummation of the Plan (i.e., the Effective Date). Consummation of the Plan does not relieve Sponsor of its obligations pursuant to General Business Law Section 352-h.

Escrow Agent shall release the Deposits if so directed:

(i) pursuant to terms and conditions set forth in the Plan and Purchase Agreement upon closing of title to the Unit; or

(ii) in a subsequent writing signed by both Sponsor and Purchaser; or

(iii) by a final, non-appealable order or judgment of a court.

If the Deposits are not released pursuant to this paragraph and Escrow Agent receives a request by Sponsor or Purchaser to release the Deposits, Escrow Agent shall give both parties prior written notice of not fewer than 30 days before releasing the Deposits. If Escrow Agent has not received notice of objection to the release of the Deposits at the expiration of the 30 day period, the Deposits shall be released and Escrow Agent shall provide further written notice to both parties informing them of the release of the Deposits. If Escrow Agent receives a written notice from either party objecting to the release of the Deposits within the 30 day period set forth in the notice, Escrow Agent shall continue to hold the Deposits until otherwise directed pursuant to subsections (i) through (iii) of this paragraph. However, Escrow Agent shall also have the right at any time to deposit the Deposits with the clerk of a court in the county in which the Unit is located and shall give written notice to both parties of such deposit.

Sponsor will not object to the release of the Deposits to:

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

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

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

If Sponsor elects to change the Escrow Bank and/or Escrow Agent, such change will be disclosed in a duly filed amendment to the Plan prior to transferring any Deposits.

Set forth in Part II of the Plan is a copy of the form of escrow agreement between Sponsor and Escrow Agent which incorporates the terms of the Attorney General's regulations. Purchaser's execution of the Purchase Agreement shall be deemed to constitute Purchaser's acceptance of the terms of the escrow provisions set forth herein and the escrow agreement set forth in the Plan. Escrow Agent shall be a signatory to the Purchase Agreement solely with respect to Escrow Agent's obligations as set forth herein and the escrow agreement set forth in the Plan.

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

Escrow Agent may rely upon any document which may be submitted to it in connection with its duties under this Section and which is believed by Escrow Agent to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution or validity thereof.

Sponsor has agreed to indemnify Escrow Agent from all claims, losses, judgments, costs, expenses and damages, including those brought by third-parties, including purchasers, incurred in connection with or arising out of the escrow agreement or the performance or non-performance of Escrow Agent's duties under the Escrow Agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of the Escrow Agreement or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, professional fees, including attorneys' fees, court costs and disbursements, either paid to retain attorneys or representing the value of all legal services rendered by Escrow Agent to itself and any and all attorneys' and professional fees, court costs, expenses and disbursements incurred by Escrow Agent in connection with a bankruptcy case

filed by Sponsor for protection under the United States Bankruptcy Code, the enforcement of any rights, or defense of any claims against Escrow Agent in any bankruptcy proceeding, or any other matter arising in or in connection with Sponsor's bankruptcy case.

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

Escrow Agent and all Authorized Signatories submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of their obligations with respect to this Section or otherwise concerning the maintenance of or release of the Deposits from escrow.

Escrow Agent will maintain all records concerning the Master Escrow Account for 7 years after the release of Deposits.

2. DEFINITIONS

All capitalized terms used in this Rider not defined herein shall have the same meanings ascribed to them in the Purchase Agreement to which this Rider is annexed or in the Plan.

3. CONFLICTS

In the event of any inconsistency between the provisions of this Rider and those contained in the Purchase Agreement to which this Rider is annexed, the provisions of this Rider shall govern and be binding.

4. FULL FORCE AND EFFECT

Except as set forth in this Rider, all of the terms and conditions of the Purchase Agreement remain unchanged and in full force and effect.

5. **COUNTERPARTS**

This Rider may be executed in any number of original, e-mail, pdf or facsimile counterparts. Each such counterpart shall for all purposes be deemed an original. All such counterparts shall together constitute but one and the same Rider.

PURCHASER(S)

_____
(signature)

_____
(signature)

SPONSOR:

AXTON OWNER LLC

By: _____
Name:
Title:

ESCROW AGENT:

Executed solely in connection with the provisions set forth in this Escrow Rider.

STARR ASSOCIATES LLP

By: _____
Name:
Title:

SCHEDULE E

DEPARTMENT OF LAW FORMS OF TENANT QUESTIONNAIRE AND NON-TENANT QUESTIONNAIRE

NEW YORK STATE OFFICE OF THE ATTORNEY GENERAL
REAL ESTATE FINANCE BUREAU
120 Broadway. 23rd Floor
New York. NY 10271-0332
Tel. 212 416 8121 Fax 212 416 8136

SAMPLE

CONDOMINIUM/COOPERATIVE APARTMENT OFFERING QUESTIONNAIRE FOR TENANT SUBSCRIBERS

Re: _____
(Address or name of building)

PLEASE RETURN TO : _____, Esq.
New York State Department of Law
Real Estate Finance Bureau
120 Broadway, 23rd Floor
New York, New York 10271

NAME:_____ HOME PHONE:_____

BUSINESS PHONE:_____

Please respond to all indicated questions and write N/A if inapplicable to you. If space is insufficient, continue answers on an attached sheet.

1. Have you signed a subscription agreement (or purchase agreement) for purchase of an apartment unit at the above captioned address?
_____ YES _____ NO

2. If you have agreed to purchase a cooperative or condominium unit at above captioned premises, state:

(a) Apartment unit # _____
(b) Cash price $ _____
(c) Paid/payable by $ _____ deposit
(d) $ _____ at closing

(e) $ _____ financed
(f) Is loan with bank? _____ Yes _____ No With Sponsor? _____ Yes ____ No
(g) If financed has loan been applied for ? _____ Yes ____ No
(h) Has loan commitment been granted? _____ Yes ____ No

(i) Date of subscription_____
(j) How long have you been a tenant in this apartment?_____
(k) Size of apartment_____

(If) you have agreed to purchase more than one apartment unit, supply the above information for each unit).

3. Were you coerced or otherwise pressured to purchase a unit?

_____ YES_____ NO

4. Do you intend to use the apartment for a non-residential purpose only (including commercial or professional)?

_____ YES_____ NO

If YES, please explain:_____

5. Is the unit you have agreed to purchase currently occupied by a subtenant?

_____ YES_____ NO

If YES, please provide the following information:

(a) Name of subtenant _____

(b) When do you expect the unit to become vacant? _____

6. Are you or have you ever been associated in any way with the sponsor, selling agent or managing agent?

_____ YES _____ NO

(b) Are you related by blood, marriage or adoption to any principal, general partner, limited partner or shareholder of the sponsor, the selling agent or the managing agent?

SAMPLE

_____ YES _____ NO

(c) If you answered yes to question #6(a) or #6(b) please explain your relationship:____

_____

7. Do you own, or have any partial interest in any other condominium or cooperative project in which the owner, sponsor, or any principal of this project is an owner or principal?

_____ YES _____ NO

If YES, please explain:

_____

_____

8. Did you sign any subscription agreement or purchase agreement on the understanding that you would not be bound by it, that you would be reimbursed for payments, or that you would not be required to make any payments toward the purchase price?

_____ YES _____ NO

If YES, state the understanding, and with whom you had this understanding:

_____

_____

_____

Check ( ) if above was in a letter or memorandum and enclosed a copy.

9. Did you sign the subscription or purchase agreement on the understanding that the selling agent or sponsor or any of their agents would find someone else to actually purchase the apartment for which you subscribed?

_____ YES _____ NO

If YES, state with whom, the dates and the details:

SAMPLE

_____

_____

_____

Check ( ) if above was in a letter or memorandum and enclose a copy.

10. (a) Did you assign your subscription or purchase agreement?

_____ YES _____ NO

(b) Do you intend to assign or obtain a substitute purchaser?

_____ YES _____ NO

If YES, to either 10(a) or 10(b) state the name and address of the assignee or substitute purchaser; whether or not such persons were referred by the sponsor, selling agent or managing agent; whether or not you have advertised the apartment or have listed it with any broker:

_____

_____

11. Does your subscription or purchase agreement contain a rider?

_____ YES _____ NO

If Yes, what does the rider provide and enclose a copy._____

_____

12. Is the Sponsor subsidizing your rent or will you receive a rent rebate?_____YES _____ NO

SAMPLE

13. Please supply any other information which you believe may be pertinent to the Attorney General's inquiry, including any recent occurrence.

_____

_____

_____

14. Address at which you now reside:

_____
Number Street

_____
City State Zip

_____
YOUR SIGNATURE

Sworn to before me this
day of , 20 .

_____
NOTARY PUBLIC, STATE OF
CERTIFICATE FILED COUNTY OF _____
(NOTARY STAMP OR NUMBER)

SAMPLE

COOPERATIVE/CONDOMINIUM APARTMENT
OFFERING QUESTIONNAIRE
FOR NON-TENANT SUBSCRIBERS

SAMPLE

Re: _____
[Insert Address of Building and Project Name]

Please return to: [AAG Review Attorney]
State of New York Department of Law
Real Estate Finance Bureau
120 Broadway, 23rd Floor
New York, New York 10271

Name: _____

HOME PHONE: ( ) _____

BUSINESS PHONE: ( ) _____

Please respond to all questions. Write N/A if inapplicable to you. If space is insufficient, continue answers on an attached sheet.

1. Have you signed a subscription agreement (or purchase agreement) for purchase of an apartment unit at the above captioned address?

_____ Yes _____ No

If you have not signed a purchase agreement for a unit at the above-captioned address, you need not answer any additional questions. Simply sign this questionnaire before a notary public and return to the Department of Law as indicated above.

2. If you have agreed to purchase one or more cooperative or condominium units at the above-captioned premises, supply the following information for each unit (you may use a separate sheet to respond):

(a) Apt. Unit(s): _____

(b) Cash Price $ _____

(c) Paid/Payable by $ _____ deposit/down payment

(d) $ _____ at closing

(e) $ _____ financed

(f) If financed, has loan been applied for? _____ Yes _____ No

(g) Has loan commitment been applied for? _____ Yes _____ No

(h) Is loan with a bank? _____ Yes _____ No With sponsor? _____ Yes _____ No

(i) Date of Subscription Agreement or Contract of Sale _____

(j) Date moved (moving) in _____

(k) Size of apartment (number of bedrooms) _____

3. How did you learn about the availability of the apartment unit?

_____ I responded to an advertisement in _____

_____ I was shown the apartment by a broker, _____

_____ I was introduced to a principal of the sponsor, _____

through _____

_____ Other: _____

4. Is the unit you have agreed to purchase now occupied by a tenant other than you or your family?

_____ Yes _____ No

If the unit is occupied, supply the following information:

(a) Name of tenant: _____

(b) Approximate age of tenant: _____

(c) When do you expect the unit to become vacant? _____

(d) Is the unit rent controlled? _____ Yes _____ No
Rent Stabilized? _____ Yes _____ No

(e) Have you inspected the apartment? _____ Yes _____ No

(f) How many bedrooms does the apartment have? _____

(g) Is the apartment presently in "move-in" condition? _____ Yes _____ No
_____ Don't Know

(h) Has the sponsor explained to you the obligations, the costs, and the responsibilities of being a landlord? _____ Yes _____ No

(i) Is the current monthly rent being paid by the tenant greater or less than the maintenance due on the apartment?

_____ Yes _____ No
_____ Don't Know

(j) Have you had any discussions with the present tenant? _____ Yes _____ No

SAMPLE

If so, summarize your discussions.

_____

_____

_____

(k) Do you own any other apartments which are occupied by persons other than your family? (If yes, indicate details in question #8 below.)

_____ Yes _____ No

5. Have you ever worked as a real estate broker, salesperson, or manager of income property?

_____ Yes _____ No

6. (a) Are you or have you ever been associated in any way with the sponsor, selling agent or managing agent?

_____ Yes _____ No

(b) Are you related by blood, marriage or adoption to any principal, general partner, limited partner, shareholder or employee of the sponsor, the selling agent or the managing agent?

_____ Yes _____ No

(c) If you answered yes to question #6a or #6b explain your relationship:

_____

_____

_____

SAMPLE

(d) Have you ever purchased a condominium or cooperative unit from this sponsor or selling agent other than the purchase of a unit at the premises referred to in question #1. If yes, give address and date purchased below:

_____ Yes _____ No

_____

_____

7. Do you intend to use the apartment for a non-residential (commercial or professional) purpose?

_____ Yes _____ No

8. Do you own, or have any partial interest in, any other condominium or cooperative project?

_____ Yes _____ No

If yes, complete the following:

(a) Address(es) of other project: _____

_____

(b) Type of interest: _____

(c) Is the owner, sponsor or any principal of the above-referenced project (question #1) also an owner or principal in any of these other projects in which you have an interest?

_____ Yes _____ No

If yes, explain: _____

_____

_____

9. Have you ever signed an agreement to purchase any other cooperative apartment or condominium unit?

_____ Yes _____ No

If yes, complete the following:

(a) Address(es): _____

(b) Date of Purchase Agreement: _____

(c) Was the transaction consummated? _____ Yes _____ No

(d) Did you resell the unit? _____ Yes _____ No

(e) Did you represent that you or a family member intended to reside in the unit?

_____ Yes _____ No

(f) If so, did you or a member of your family ever occupy the apartment?

SAMPLE

_____ Yes _____ No

10. Do you intend to reside in the apartment unit you have agreed to purchase at the above premises (question #1)?

_____ Yes _____ No

If you do not intend to reside in the unit, do you intend to have one or more member(s) of your family occupy this apartment unit?

_____ Yes _____ No

If yes, please state:

(a) Name and relationship to you: _____

(b) His/her age: _____ years

(c) His/her occupation: _____

(d) Current residence of relative: _____

(e) Name and address of his/her present employer (if any): _____

_____

(f) Length of time employed: _____

(g) Number of bedrooms in apartment where relative is currently residing:

_____

Is it: _____ Owned _____ Rented?

(h) Have you signed an affidavit or other document indicating that you or a member of your immediate family intend to occupy such unit?

_____ Yes _____ No

If yes, please attach a copy of the affidavit, if available.

11. (a) Your age: _____ years

(b) Your occupation: _____

(c) Name and address of present employer: _____

_____

(d) Length of time employed at present employment: _____

(e) Your household's approximate annual income:

( ) Under $50,000
( ) Between $50,000 and $100,000
( ) Between $100,000 and $200,000
( ) Over $200,000

SAMPLE

(f) Your present home:

Number of bedrooms _____
Number of household members _____
Owned or rented _____

12. Did you sign the subscription or purchase agreement on the understanding that you would not be bound by it, that you would be reimbursed for payments, or that you would never be required to make any payments toward the purchase price?

_____ Yes _____ No

If yes, state the understanding, and with whom you had this understanding:

_____

_____

_____

Check ( ) if above was in a letter or memorandum and enclose a copy.

13. Did you sign the subscription or purchase agreement on the understanding that the selling agent or sponsor or any of their agents would obtain another person who would actually purchase the apartment for which you subscribed.

_____ Yes _____ No

If yes, state with whom the agreement was entered into: _____

_____

Check ( ) if such agreement was in a letter, memorandum or any other writing and enclose a copy.

14. Does your subscription or purchase agreement contain a rider? _____ Yes _____ No

If yes, summarize the contents of the rider and enclose a copy.

_____

_____

_____

_____

15. Has the sponsor agreed to subsidize your maintenance or provide you with a maintenance rebate?

_____ Yes _____ No

16. (a) Have you <u>assigned</u> your subscription or purchase agreement? _____ Yes _____ No

(b) Do you intend to resell or obtain a substitute purchaser before occupying the unit?

_____ Yes _____ No

SAMPLE

(c) If you have obtained a substitute purchaser or assignee, was such person(s) referred by the sponsor, selling agent or managing agent?

_____ Yes _____ No

(d) Is the apartment currently advertised or listed with any broker? _____ Yes _____ No

17. YOUR PERMANENT ADDRESS:

Number	Street	Apt.
City	State	Zip

18. Where do you presently reside?

_____ At the above address (question #17)

_____ Elsewhere

Number	Street	Apt.
City	State	Zip

SAMPLE

19. Please supply any other information which you believe may be pertinent to the Attorney General's inquiry on an attached sheet.

_____
YOUR SIGNATURE

Sworn to before me this _____
day of _____, 20_____.

_____
NOTARY PUBLIC

SAMPLE

UNIT DEED

UNIT DEED

THIS INDENTURE, made the ____ day of _____, ____, between Axton Owner LLC, having an office at c/o Starrett Companies LLC, 70 East 55th Street, New York, New York 10022 ("Grantor") and _____ having an address at _____ ("Grantee").

W I T N E S S E T H :

That the Grantor, in consideration of Ten and 00/100 ($10.00) Dollars and other good and valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, the heirs or successors and assigns of the Grantee, forever:

The Condominium Unit ("Unit") known as Residential Unit No. ____ in the building ("Building") known as 175 West 95 Condominium ("Condominium") and by the street number 175 West 95th Street (a/k/a 733 Amsterdam Avenue), Borough of Manhattan, County of New York, City and State of New York, said Unit being designated and described by the above Unit number in a certain declaration dated [DECLARATION DATE], made by Grantor pursuant to Article 9-B of the Real Property Law of the State of New York ("Condominium Act") establishing a plan for condominium ownership of the Building and 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 Office of the Register of The City of New York of the County of New York ("Register's Office") on [DEC RECORDING DATE], as CRFN# [DEC CRFN #] ("Declaration"). The Unit is also designated as Tax Lot 1 in Block 1226of 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 of the Building, certified by WASA/Studio A on [ARCH CERT DATE], and filed with the Tax Map Unit of The City of New York on [FP FILING DATE], as Condominium Plan No. [CONDO PLAN #] and also filed in the Register's Office on [FP RECORDING DATE], as CRFN. [FP CRFN#];

TOGETHER with an undivided [COMMON INTEREST]% interest in the 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 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").

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 the By-laws to be insufficient to submit the Property to, the provisions of the Condominium Act, or if any provision which is necessary to cause the Declaration and the By-laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from the Declaration or the By-laws, or if the Declaration and the By-laws are insufficient to submit the Property to the provisions of the Condominium Act, the applicable provisions of the Declaration shall control.

Except as otherwise specifically permitted by the Condominium Board or provided in the Declaration or the By-laws, the Unit is intended for residential use only.

Grantor represents that the Grantor is the same party as the Grantee of the Property under deed dated April 26, 2007 and recorded in the Register's office on January 25, 2013 as CRFN2013000034715.

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 Residential Rules and Regulations adopted under the By-laws).

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 Residential 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.

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.

SPONSOR:

AXTON OWNER LLC

By: _____
Name:
Title:

GRANTEE:

_____

_____

(ACKNOWLEDGEMENTS)

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

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

_____
Notary

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

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

_____
Notary

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

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

_____
Notary

EXHIBIT A
TO RESIDENTIAL UNIT DEED

DESCRIPTION OF THE LAND

ALL THAT CERTAIN plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the easterly side of Amsterdam Avenue with the southerly side of West 96th Street;

RUNNING THENCE easterly along the southerly side of West 96th Street, a distance of 150 feet to a point;

THENCE southerly and parallel with the easterly side of Amsterdam Avenue, distance of 201 feet 5 inches to a point in the northerly side of West 95th Street;

THENCE westerly along the northerly side of West 95th Street, a distance of 150 feet to the corner formed by the intersection of the easterly side of Amsterdam Avenue with the northerly side of West 95th Street;

THENCE northerly along the easterly side of Amsterdam Avenue, a distance of 201 feet 5 inches to the corner formed by the intersection of the easterly side of Amsterdam Avenue with the southerly side of West 96th Street, the point or place of BEGINNING.

DECLARATION OF CONDOMINIUM

DECLARATION

Establishing a Plan for Condominium Ownership of the Premises Known as

175 WEST 95 CONDOMINIUM

and having a street address of

175 WEST 95TH STREET
NEW YORK, NEW YORK 10025

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

Name:	**175 West 95 Condominium**
Sponsor:	**Axton Owner LLC** **c/o Starrett Companies LLC** **70 East 55th Street** **New York, New York 10022**
Date of Declaration:	

_____, _____

Prepared by:

STARR ASSOCIATES LLP
Attorneys At Law
245 Fifth Avenue
New York, New York 10016
(212) 620-2680

The land affected by the within instrument lies in Block 1226 F/K/A Lot 1, N/K/A Lots _____ - _____ on the Tax Map of the Borough of Manhattan, County of New York, City of New York

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Exhibits

A – DESCRIPTION OF THE LAND

B – DESCRIPTION OF THE UNITS

C – DEFINITIONS

D – CONDOMINIUM BY-LAWS

E –UNIT POWER OF ATTORNEY

DECLARATION
OF
175 WEST 95 CONDOMINIUM

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

Axton Owner LLC, a limited liability company organized under the laws of the State of Delaware, having an office at c/o Starrett Companies LLC, 70 East 55th Street, New York, New York 10022 ("Sponsor"), does hereby declare as follows:

ARTICLE 1
DEFINITIONS

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

ARTICLE 2
SUBMISSION OF THE PROPERTY

2.1 Sponsor 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.

2.2 Excluded from the Property are any Excess Development Rights, which shall be retained by Sponsor, who shall have the exclusive right to utilize, sell or otherwise transfer any Excess Development Rights. Excess Development Rights shall inure solely to the benefit of Sponsor or other Development Rights Owner.

ARTICLE 3
NAME OF THE CONDOMINIUM

The Condominium shall be known as 175 West 95 Condominium.

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 BUILDING

Included in the Property is a single residential apartment building ("Building") classified as Class 1 Fireproof. The Building contains a total of 229 Residential Units (including one (1) Resident Manager's Unit) ("Residential Units"), 1 Community Facility Unit ("Community Facility Unit"), 1 Retail Unit ("Retail Unit") and 1 Garage Unit ("Garage Unit"). The Building structural system consists of an exterior wall system which is 4 inch brown-colored brick veneer with a 2 inch air cavity backed by 4 inch CMU. The roof consists of low-slope ballasted built-up-roof over insulation over vapor barrier.

ARTICLE 6

THE UNITS

6.1 Exhibit B annexed hereto sets forth the following data with approximate location in the Building and with respect to each Unit necessary for the proper identification thereof: Unit designation; tax lot number, approximate square foot area, approximate location in the Building and number of bedrooms and baths; the appurtenant Residential Limited Common Elements to which such Unit has immediate access and/or exclusive use; and the Common Interest appurtenant to such Unit. The precise location of each Unit is shown on the Floor Plans.

6.2 Each Unit is measured horizontally from the exterior side of the exterior walls (columns, mechanical pipes, shafts, shaftways, chases, chaseways and conduits are not deducted from the measurement of each Unit) to the center line of the partitions separating one Unit from another Unit or separating one Unit from corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements not within a Unit or to the exterior side of the opposite exterior walls. Each Unit is measured vertically from the top of the floor (located under the finished flooring and subflooring materials) to the underside of the ceiling. However, any Common Elements located within a Unit shall not be considered a part of such Unit.

6.3 (a) Each Unit includes, and each Unit Owner shall be responsible for, the front entrance door and any other entrance doors to such Unit (including all locks, peep holes and door knobs), hallways serving a Unit exclusively, the interior walls, partitions, floors and floor coverings and ceilings affixed, attached or appurtenant to such Unit, smoke and carbon monoxide detectors, window panes, Terrace doors (including all panes, locks and knobs), all plumbing, gas and heating fixtures, fireplaces, firebox, dampers, mantel and flue equipment such as refrigerators, microwaves, dishwashers, washers and dryers, heating, ventilating and air-conditioning units (including the fans inside the Units), heating equipment, ranges and other appliances, electrical panel boxes, sinks, bathtubs, waterclosets and all other facilities as may be affixed, attached or appurtenant to such Unit and serving such Unit exclusively. Plumbing, gas and heating fixtures and equipment as used in the preceding sentence shall include fireplace, fireboxes and dampers, 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, water spigots located on Terraces and any special pipes or equipment which a Unit Owner may install within a wall or ceiling, or under the floor, but shall not include gas, water or other pipes, conduits, flues or ductwork within the walls, ceilings or floors. Each Unit shall also include all lighting and electrical fixtures and appliances within the Unit, including those located on adjacent Terraces, and any special equipment, fixtures or facilities affixed, attached or appurtenant to the Unit, to the extent located within a Unit from the electrical panel (including electrical branch wiring but excluding electrical service risers) and serving or benefiting only that Unit. Any Common Elements located within a Unit shall not be considered a part of such Unit.

(b) The Non-Residential Units also include all mechanical equipment, fixtures, storefronts (including glass windows and frames), exterior lighting and Facilities exclusively servicing such Non-Residential Units or affixed, attached or appurtenant thereto, wherever located on the Property.

6.4 Notwithstanding anything contained in this Article to the contrary, each Unit Owner will have the right, exercisable at any time but subject to the provisions of the By-Laws, to install, at such Unit Owner's sole cost and expense, decorations, fixtures and coverings (including, without limitation, painting, finishing, wall to wall carpeting, pictures, mirrors, shelving and lighting fixtures) on the surfaces of the walls, ceilings and floors that face the interior of such Unit Owner's Unit and (with respect to Residential Units) to a depth of one inch behind such surfaces for the purposes of installing nails, screws, bolts and the like, provided that no such installation shall impair the structural integrity, sound integrity and mechanical and electrical systems of such Unit or of the Building or violate Law, or (with respect to Residential Units) the Residential Rules and Regulations of the Condominium.

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 Residential Units and Non-Residential Units, without the need to execute specific and particular deeds or indentures for each and every Unit.

ARTICLE 7

THE COMMON ELEMENTS

7.1 The Common Elements consist of the entire Property, including the Land and all parts of the Building and improvements thereon other than the Units. The Common Elements are comprised of the General Common Elements, the Residential Common Elements and the Residential Limited Common Elements.

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

(a) the Land (including the landscaping appurtenant thereto) and any improvements thereon, together with all easements, rights and privileges appurtenant thereto except for the Development Rights;

(b) all foundations, footings, columns, beams, supports, girders, exterior walls beyond the Unit side of the glass or concealed blockwork or concealed concrete structural members of those exterior walls, interior load bearing walls, partitions, floors, and ceilings in, on, or under the Building, to the extent that the same are not expressly included as part of the Residential Common Elements or Residential Limited Common Elements pursuant to the terms of Paragraphs 7.3 and 7.4 below or a Unit pursuant to the terms of Article 6 hereof;

(c) all concrete floor slabs and concrete ceilings, beams, supports, all curbs, passages, hallways, corridors, mechanical and electrical spaces, service entrances, vestibules, yards, general illumination fixtures and security systems, to the extent that the same are not expressly included as part of the Residential Common Elements or the Residential Limited Common Elements pursuant to the terms of Paragraphs 7.3 and 7.4 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, heat, garbage disposal, master and cable television and other mechanical and electrical systems, to the

extent such installations and Facilities service both the Non-Residential Units and the Residential Units and/or the General Common Elements, the Residential Common Elements and the Residential Limited Common Elements, to the extent that the same are not expressly included as a part of the Residential Common Elements or Residential Limited Common Elements pursuant to the terms of Paragraph 7.3 or Paragraph 7.4 below or a Unit pursuant to the terms of Article 6 hereof; and

(e) certain shared service rooms, electrical room, gas room, exterior illumination fixtures (except those servicing Non-Residential Units only), certain passages, hallways, stairs, corridors, mechanical and other rooms, areas and spaces, to the extent that the same are not expressly included as a part of the Residential Common Elements or Residential Limited Common Elements pursuant to the terms of Paragraph 7.3 or Paragraph 7.4 below or a Unit pursuant to the terms of Article 6 hereof; and

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

7.3 The Residential Common Elements consist of those portions of the Building, 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:

(a) residential hallways, stairs, corridors, lobby, mail room, package room, laundry room;

(b) passenger and service elevators, elevator room, elevator pits and elevator mechanicals,

(c) Resident Manager's office;

(d) emergency generator;

(e) utility and service rooms including plumbing equipment room, boiler room, oil tank room, air conditioner room, trash compactor room, water tank room, building storage and supply room, staff locker rooms, water tank room; exhaust and fan room; telephone room, television reception facility areas;

(g) all fire staircases, landings and stairs within the Residential section of the Building;

(h) fire safety systems servicing the Residential Units;

(i) the apparatus, installations, systems, equipment and Facilities in the Building (including shafts, pipes, wires, ducts, vents, cables, conduits and lines) which serve or benefit or are necessary or convenient for the existence, maintenance or safety of the Residential Units;

(j) residential amenity areas including fitness center, children's playroom, community room and outdoor second floor Residential Terrace;

(k) roofs over the residential portion of the Building.

(l) any other mechanical and electrical systems which serve the Residential Units and/or the Residential Common Elements only, and all interior portions of the Building, to the extent that the same are not expressly included as part of the General Common Elements or the Residential

Such Unsold Residential Units shall remain Residential Units within the meaning of this Declaration, the By-Laws and the Condominium Act, and shall not comprise a part of the Common Elements. In addition, Sponsor shall have the right, to the extent permitted by Law, to use any of the Common Elements in Sponsor's sole discretion, without being subject to any fee or charge by the Condominium Board or Managing Agent, for all purposes and activities in connection with the sale or renting of Unsold Units in the Building, which right shall include, without limitation, the right to place "for sale," "for rent" and other signs and promotional materials, of such size and content as Sponsor shall determine, in the lobby or on, about and adjacent to the exterior walls of the Building.

ARTICLE 11

OTHER EASEMENTS

11.1 Subject to the terms of the By-Laws and (with respect to Residential Units only) the Residential Rules and Regulations, 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 Owners. Each Unit 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 Condominium Board on behalf of all Unit Owners. The Condominium Board shall have an easement and a right of access to each Unit and to the Common Elements to inspect the same, to remove violations therefrom and to install, operate, maintain, repair, alter, rebuild, restore and replace any of the Common Elements located in, over, under, through, adjacent to, or upon the same, and each Unit and the Common Elements shall be subject to such easement and right of access. Such easements and rights of access shall be exercised by the Condominium Board 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 one (1) day's 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 Building or for the safety of occupants of the Building, or other persons, or required to avoid the suspension of any necessary service in the Building). Plans and specifications with respect to any such proposed work shall be submitted by the Unit Owner who has requested that the Condominium Board exercise any such easement or right of access, to the Unit Owner whose Unit is to be accessed and all work is to be prosecuted diligently to completion. Notwithstanding any other provision of this Declaration, the By-Laws or the Residential 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.

11.2 Sponsor for so long as it shall own any Unsold Unit, the Non-Residential Unit Owners 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 Non-Residential Unit Owners or the Condominium Board, as the case may be, shall deem necessary or desirable for the proper operation and maintenance of the Building or any portion thereof, or for the general health or welfare of the owners, tenants and occupants of the appropriate Units, provided that the granting of such additional utility easements or the relocation of existing utilities will not prevent or unreasonably interfere with the use of the 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 use of the Units for their permitted purposes. Notwithstanding any other provision of this Declaration, the By-Laws or the Residential 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 Sponsor and its contractors, employees and agents 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 Unsold Units and to obtain and renew Certificates of Occupancy for the Building and to perform Sponsor's Redevelopment Work.

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

11.5 The Non-Residential Unit Owners and their respective Permitted Users 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 Non-Residential Units and their Facilities.

11.6 Sponsor and any Development Rights Owner shall have an easement for ingress and egress through all of the Common Elements for any purpose in connection with Sponsor's or Development Rights Owner's utilization, sale or transfer of any Excess Development Rights, including without limitation (i) effecting a zoning lot merger or division; or (ii) creating a Combined Zoning Lot or any enlargement or subdivision thereof; or (iii) effecting a sale or transfer of Excess Development Rights in any manner permitted by Law.

11.7 Subject to the terms of the By-laws, each Non-Residential Unit Owner shall have an easement to install, operate, maintain, repair, alter, rebuild, restore and replace any pipes, wires, ducts, vents, cables, conduits or other lines, equipment or facilities forming a part of or relating to the Non-Residential Unit in, over, under, through or upon the Common Elements or elsewhere on the Property; provided that access to the Common Elements or other portions of the Property in furtherance of such easement shall be exercised in such a manner as will not unreasonably interfere with the use of the Common Elements and such other portions of the Property for their permitted purposes.

11.8 Sponsor, with respect to any Unsold Units and the Non-Residential Unit Owners with respect to Non-Residential Units and each of their respective Permitted Users shall each have an easement for so long as the Condominium shall remain in existence, to erect, use, lease, maintain, repair, replace and operate antennae, satellite dishes and other communications equipment and to utilize any risers, conduits, piping, cables, ducts and electrical panels and rooms, telephone/cable panels and rooms in connection therewith (collectively, "Telecommunication Equipment") on the roofs of the Building which are General Common Elements and Non-Residential Common Elements. The Non-Residential Unit Owner's use of Telecommunication Equipment shall only be for purposes of servicing any Permitted Users of the Non-Residential Units and not for third party lease. 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 either Sponsor or the Non-Residential Unit Owner. Any obligations of Sponsor and/or the Non-Residential Unit Owners under any lease, license or other right of use granted by Sponsor and/or the Non-Residential Unit Owners shall be the obligation of Sponsor or the respective Non-Residential Unit Owner, as the case may be, and not of the Condominium, and any rights of Sponsor and/or such Non-Residential Unit Owner, 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 or such Non-Residential Unit Owner, as the case may be, and not of the Condominium or any other Unit Owner. In connection with such easement and related rights, Sponsor and the Non-Residential Unit Owners and each of their respective Permitted Users shall each have, to the extent necessary or advisable for such erection, use, lease, maintenance, repair, replacement and operation, an easement in

(iii) the Non-Residential Unit Owners 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 Building or the safety of any tenant or other persons at the Property.

In the event of the subdivision of the Non-Residential Units into separate Non-Residential Units, the Owner of each such newly created Non-Residential Units shall have all the rights, privileges and benefits, and shall be subject to all the obligations of the original Non-Residential Unit Owner, as provided in this Declaration and the By-Laws.

12.3 Consistent with the foregoing, in the event Sponsor or its designee or the Non-Residential Unit Owners seeks to change an existing use, Sponsor or its designee and/or such Non-Residential Unit Owner shall have the right, from time to time, to amend the Certificate of Occupancy of the Building to reflect such changed usage. In the event required by applicable Law, the Condominium Board shall cooperate with Sponsor, the Non-Residential Unit Owner or their designees, as the case may be, at the requesting party's expense and execute all applications, authorizations and other instruments reasonably required to enable Sponsor, the Non-Residential Unit Owner or their designees, as the case may be, to amend the Certificate of Occupancy or to make an alteration, addition, improvement or repair, provided that the Condominium Board shall not incur any liability, cost or expense in connection with such application or to any person having any claim of injury to persons or damage to property arising therefrom. In addition to the foregoing, Sponsor, the Non-Residential Unit Owner or their designees, shall have the authority to execute the foregoing on behalf of the Condominium Board, in accordance with Section 13.2 of the By-Laws.

12.4 Notwithstanding the foregoing provisions of Articles 12.1, however, the aggregate amount of the Common Interests of all the Units and the Residential Common Interest of all the Residential Units shall always remain at 100%, and no reapportionment of the 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 of the affected Unit has been determined based upon the factors set forth in Article 8 hereof. The certification referred to in the preceding sentence shall be delivered by Sponsor, Selling Agent, Managing Agent, or any other Person reasonably acceptable to the Condominium Board. The provisions of this Article 12 may not be added to, amended, modified, or deleted without the prior written consent of Sponsor.

ARTICLE 13

ACQUISITION OF UNITS BY THE CONDOMINIUM BOARD

If (a) any Unit Owner surrenders its 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, (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 (or acquires the Resident Manger's Unit pursuant to the Plan), then, in all such events, 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, 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 Each Unit Owner, by acceptance of a deed or otherwise succeeding to title to a Unit, shall be deemed to have irrevocably nominated, constituted and appointed as such Unit Owner's attorney in-fact, coupled with an interest and with power of substitution, Sponsor, to:

(a) amend the Condominium Documents pursuant to the terms thereof, and to effectuate the rights of Sponsor under the Condominium Documents

(b) effectuate Sponsor's or any Development Rights Owner's utilization, sale or transfer of all or any portion of the Excess Development Rights, as set forth in this Declaration.

14.2 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 as such Unit Owner's attorney in-fact, coupled with an interest and with power of substitution, the Persons who shall from time to time constitute the Condominium Board, 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 administration 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; provided that any proceeds from tax certiorari proceedings for tax periods prior to the recording of the Declaration shall belong exclusively to Sponsor and each Residential Unit Owner shall be deemed to have irrevocably nominated, constituted and appointed as such Unit Owner's attorney in-fact, coupled with an interest and with power of substitution, the Persons who shall from time to time constitute the Condominium Board, jointly, to effectuate the delivery of such proceeds to Sponsor in the event any portion of such proceeds are refunded or credited to the Condominium Board or any Residential Unit Owner;

(b) acquire, lease or license any Residential Unit (including but not limited to the Resident Manager's Unit), together with its Appurtenant Interests whose owner desires to sell, convey, transfer, assign, lease, sublease or surrender the same or acquire any Residential Unit, together with its Appurtenant Interests that becomes the subject of a foreclosure or other similar sale, in the name of the Condominium Board or its designee, corporate or otherwise, on behalf of all Residential Unit Owners;

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

(d) execute, acknowledge and deliver (1) any declaration or other instrument affecting the Property which the Condominium Board deems necessary or appropriate to comply with any Law applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Property or (2) any consent, covenant, restriction, easement, or declaration, or any amendment thereto, affecting the Property which the Condominium Board deems necessary or appropriate or (3) any protest and tax certiorari proceeding documentation affecting Residential Units.

14.3 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

17.3 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 applicable Law to the extent permitted under such applicable Law with the same force and effect as if, immediately after the recording of this Declaration and the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land.

ARTICLE 18

EXCESS DEVELOPMENT RIGHTS

18.1 Any Excess Development Rights shall be retained by Sponsor, who shall have the exclusive right to utilize, sell or otherwise transfer any Excess Development Rights. Excess Development Rights shall inure solely to the benefit of Sponsor or other Development Rights Owner. Neither the Condominium Board nor any Unit Owner (other than Sponsor or a Development Rights Owner) shall have any right or interest in any Excess Development Rights.

18.2 In connection with its utilization of Excess Development Rights, Sponsor or Development Rights Owner, among other rights, may cause the Property to be divided into two or more parcels which collectively are referred to as the "Combined Zoning Lot."

18.3 Each Unit Owner by accepting a deed or otherwise succeeding to title to a Unit, and the Condominium Board, shall be deemed to have consented to and agreed that, if Sponsor or a Development Rights Owner seeks to enlarge the Combined Zoning Lot by adding other parcels of real property ("Additional Parcels") so as to create an enlarged Combined Zoning Lot, or seeks to utilize or transfer Excess Development Rights for the purposes and in accordance with the provisions of the Zoning Resolution or other applicable Law, the Condominium Board and the Unit Owner have (i) waived the right to execute any declaration of zoning lot restrictions, zoning lot development agreement, easement for light and air or other document or instrument and the right to appear in opposition before any community board or governmental or quasi-governmental authority to oppose in any manner the utilization, sale or transfer of Excess Development Rights or the establishment of the Combined Zoning Lot or any enlargement, division or proposed use thereof; and (ii) consented as a party in interest, to any declaration or other agreement utilizing the Excess Development Rights in any manner, including by effecting a transfer of Excess Development Rights or a merger or division of any of the parcels comprising the Combined Zoning Lot with any other tax lots in order to form a single zoning lot for the purpose of transferring all or any portion of the Excess Development Rights from Sponsor or a Development Rights Owner.

18.4 Notwithstanding the provisions of the immediately preceding paragraph, each Unit Owner by accepting a deed or otherwise succeeding to title to a Unit, and the Condominium Board, shall be deemed to have granted to Sponsor and any Development Rights Owner an irrevocable power of attorney coupled with an interest, to execute, acknowledge and deliver any such declaration of zoning lot restrictions, zoning lot development agreement, easement for light and air, or other document or instrument necessary or expedient to carry out the exercise of any rights, reserved, retained or granted to Sponsor or Development Rights Owner. Alternatively, upon demand of Sponsor or a Development Rights Owner, each Unit Owner and the Condominium Board shall execute any declaration of zoning lot restrictions, zoning lot development agreement, easement for light and air, or other document or instrument requested by Sponsor or Development Rights Owner in order that (i) Sponsor or Development Rights Owner may effectively utilize, sell or otherwise transfer Excess Development Rights to any Person designated by Sponsor or Development Rights Owner, and (ii) such Person may effectively utilize such Excess Development Rights.

18.5 Notwithstanding the foregoing, neither Sponsor nor any Development Rights Owner may utilize Excess Development Rights to increase the size, height, bulk or density of any portion of the Property.

18.6 All rights and obligations of Sponsor set forth in this Declaration with respect to the Excess Development Rights shall apply equally to any Development Rights Owner.

ARTICLE 19

AMENDMENTS TO THIS DECLARATION

19.1 (a) Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions or deletions affecting Sponsor, Non-Residential Unit Owners or a Development Rights Owner, solely with respect to utilization, sale or transfer of Excess Development Rights, and except as otherwise set forth herein, any provision of this Declaration affecting (i) the General Common Elements or the Unit Owners may be added to, amended, modified or deleted by the vote of Unit Owners owning at least 66 2/3% of the aggregate Common Interests taken in accordance with the provisions of the By-Laws, or (ii) affecting the Residential Common Elements or all Residential Unit Owners may be added to, amended, modified or deleted by the vote of Residential Unit Owners owning at least 66 2/3 % of the aggregate Residential Common Interest; 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. No amendment, modification, addition or deletion which shall affect the interest of Sponsor's or a Non-Residential Unit Owner's Permitted Mortgagee or the priority or validity of the lien of a valid purchase money mortgage or blanket mortgage held by an Institutional Lender shall be effective without the prior written consent of Sponsor or such Non-Residential Unit Owner and the Mortgage Representatives (as defined in the By-Laws), 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, Non-Residential Unit Owners, or a Development Rights Owner, any such amendment, modification, addition or deletion shall be executed by either Sponsor, a Non-Residential Unit Owner, a Development Rights Owner, or 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 to so act as their attorney-in-fact. Articles 9,10,11,12,13,14,15 and 16 of this Declaration may not be amended, modified, added to or deleted to decrease, limit, eliminate or diminish the rights of Sponsor, the Non-Residential Unit Owners or Development Rights Owner, set forth therein unless (in addition to the consent, if required, of the Mortgage Representatives, if any, as set forth above) unless Sponsor, the Non-Residential Unit Owners affected thereby, or the Development Rights Owner, as applicable, approve such amendment, modification, addition or deletion. Subject to the rights of Sponsor set forth herein, this Section 19.1 of the Declaration may not be amended, modified, added to or deleted unless (in addition to the consent, if required, of the Mortgage Representatives, if any, as set forth above) 80% in number and in Common Interest of all Unit Owners affected thereby, approve such amendment, modification, addition or deletion in the manner set forth above.

(b) Notwithstanding anything contained in Section 19.1(a) to the contrary, in connection with a proposed alteration by a Residential Unit Owner involving the request to combine one or more Residential Units, this Declaration may be amended by an affirmative vote of a majority of the Condominium Board provided that in connection with such combination of such Residential Unit(s), no physical modifications shall be made to any other Unit not owned by such Unit Owner and the Common Interest (other than in the Units(s) in question), as the case may be, or interior dimensions of any other Units (other than the Unit(s) in question) shall not be changed by reason thereof, unless the owner of such other affected Units(s) shall consent thereto. In connection with such proposed work to combine Unit(s), all work shall be performed at Unit Owner's sole cost and expense. Further, the Unit Owner shall comply with Law and the provisions of the Declaration, By-Laws and (with respect to the Residential Units) the Residential

Rules and Regulations of the Condominium, and shall agree to indemnify and hold the Condominium Board, Managing Agent and all other Unit Owners harmless from any liability arising therefrom, acknowledge that such alteration, addition, improvement or change undertaken in connection with such work shall not jeopardize the soundness or structural integrity of any part of the Building and agree, among other things, to bear the full cost and expense, including legal fees, in connection with the alterations and the preparation and filing of the amendment to the Declaration and the Floor Plans.

19.2 Sponsor, a Development Rights Owner (solely with respect to utilization, sale or transfer of Excess Development Rights), and the Non-Residential Unit Owners shall have the right, at Sponsor's, Development Rights Owner's or such Non-Residential Unit Owner's 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, Development Rights Owner's or such Non-Residential Unit Owner'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 Exhibit B hereto), together with such documents, floor plans and maps as Sponsor deems appropriate to effectuate the same:

(a) to reflect any changes in Unsold Residential Units or Non-Residential Units and/or the reapportionment of the Common Interest of the affected Unsold Residential Units or Non-Residential Units resulting therefrom made by Sponsor or such Non-Residential Unit Owner in accordance with the terms of Article 12 hereof or in connection with Sponsor's Redevelopment Work;

(b) required by (x) an Institutional Lender designated by Sponsor or such Non-Residential Unit Owner to make a loan secured by a mortgage on any Unit, (y) any governmental agency having regulatory jurisdiction over the Condominium, or (z) any title insurance company selected by Sponsor or any Non-Residential Unit Owner to insure title to any Unit;

(c) to correct any inconsistencies or scrivener's errors in the Declaration, By-Laws and/or Floor Plans;

(d) to relinquish any rights granted to Sponsor hereunder or under the Plan with respect to Sponsor only; or

(e) with respect to Excess Development Rights, to effectuate Sponsor's or any Development Rights Owner's utilization, sale or transfer of any Excess Development Rights in any manner permitted by Law, provided that no such amendment shall enable Sponsor or Development Rights Owner to utilize Excess Development Rights to increase the size, height, bulk, configuration and/or density of the Property.

Provided, however, that any amendment made pursuant to the terms of Paragraph 19.2 shall not (1) change the Common Interest of any Unit other than a Unit owned by Sponsor or any Non-Residential Unit Owner, or (2) require a physical modification of any Unit other than a Unit owned by Sponsor or any Non-Residential Unit Owner, or (3) 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 (1) or (2) of this Section) or the holder of such mortgage (in the event described in subparagraph (3) of this Section) shall consent thereto by joining in the execution of such amendment.

19.3 Any amendment to this Declaration may be executed; (i) if on behalf of Sponsor, a Development Rights Owner or any Non-Residential Unit Owner pursuant to the terms of Section 19.2 hereof, by any principal or authorized agent of Sponsor, Development Rights Owner or any Non-Residential Unit Owner, or (ii) if on behalf of the Unit Owners or by the Condominium Board, by any authorized 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 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 percentage of Unit Owners so consenting and (if voted upon at a meeting) the date and time of the meeting.

19.4 Notwithstanding anything contained in the Condominium Documents to the contrary, 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.

19.5 Notwithstanding anything contained in the Condominium Documents to the contrary, but subject to any limitation imposed by the Condominium Act, no amendment to the Condominium Documents shall be adopted without prior written consent of Sponsor, a Non-Residential Unit Owner, or a Development Rights Owner, solely with respect to utilization, sale or transfer of Excess Development Rights, as applicable, (a) for so long as Sponsor owns any Unit or has any rights and/or obligations under the Plan and/or the Declaration; or (b) with respect to a Non-Residential Unit, or (c) with respect to a Development Rights Owner, as the case may be, if the same would (x) interfere with the sale, lease, use, or other disposition of a Unit owned by Sponsor or any Non-Residential Unit Owner or the sale, lease, use or transfer of any Excess Developments Rights owned by Development Rights Owner, (y) abridge, modify, suspend, eliminate, or otherwise affect any right, power, easement, privilege, or benefit granted to Sponsor, any Non-Residential Unit Owner or a Developments Right Owner, solely with respect to utilization, sale or transfer of Excess Development Rights, or (z) impose any discriminatory charge or fee against Sponsor, any Non-Residential Unit Owner or a Development Rights Owner solely with respect to utilization, sale or transfer of Excess Development Rights.

19.6 Notwithstanding any provision of this Article 18 to the contrary, no amendment to the Condominium Documents, including without limitation, this Declaration, 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 Residential Mortgage Representatives.

19.7 The provisions of this Article may not be modified, amended, added to or deleted, in whole or in part, without the consent of (i) Sponsor if the same relate to Sponsor, (ii) the affected Non-Residential Unit Owners if the same relate to one or more Non-Residential Units or (iii) Development Rights Owner, if the same relates solely to utilization, sale or transfer of Excess Development Rights.

ARTICLE 20

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 Sponsor no longer owns any Units and no longer has any rights or obligations under the Plan and/or the Declaration.

ARTICLE 21

PERSON TO RECEIVE SERVICE

The Secretary of State of the State of New York is hereby designated to receive service of process in any action which may be brought against the Condominium. The Secretary of State shall be directed to mail a copy of any process served to the Condominium Board of the Condominium at the Property, Attention: President. As required by Law, the Condominium Board shall notify the Secretary of State of any change in the person authorized to receive a copy of any process served against the Secretary of State. This Article may be amended at any time by the Condominium Board to designate additional persons to receive service of process in any action which may be brought against the Condominium. Any member of the Condominium Board or any Unit Owner or any manager or managing agent for the Condominium who receives service of process from the Secretary of State shall promptly deliver copies of the same to the other members of the Condominium Board and any manager or managing agent of the Condominium, as applicable.

ARTICLE 22

INCORPORATION BY REFERENCE

The terms, covenants, conditions, descriptions and other information contained in (i) the property description annexed hereto as Exhibit A; (ii) the description of the Units annexed hereto as Exhibit B; (iii) the table of definitions annexed hereto as Exhibit C; (iv) the By-Laws annexed hereto as Exhibit D; (v) the Unit Power of Attorney annexed hereto as Exhibit E; and (vi) the Floor Plans are, by this reference, each incorporated herein and made a part of this Declaration as if set forth at length in the text hereof.

ARTICLE 23

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 24

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 25

SUCCESSORS AND ASSIGNS

The rights and/or obligations of Sponsor or the Non-Residential Unit Owners, as the case may be, as set forth herein shall inure to the benefit of and be binding upon any successor or assign or designee of Sponsor or such Non-Residential Unit Owners or, with the consent of Sponsor or the Non-Residential Unit Owners (as the case may be), any transferee of all or a portion of the then Unsold Residential Units or Non-Residential Units, as the case may be. Sponsor and the Non-Residential Unit Owners shall have the right, at any time, in their sole discretion and without any fee or charge imposed by the Condominium or Managing Agent, to assign or otherwise transfer their interest therein, whether by merger, consolidation, lease, assignment, or otherwise.

ARTICLE 26

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 27

CERTAIN REFERENCES

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.

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.

Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of this Declaration.

ARTICLE 28

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 set forth in this Declaration or the By-laws annexed hereto.

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

SPONSOR:

AXTON OWNER LLC

By: _____
Name:
Title:

(ACKNOWLEDGEMENT)

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

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

_____
Notary

EXHIBIT A TO THE DECLARATION

DESCRIPTION OF THE LAND

ALL THAT CERTAIN plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the easterly side of Amsterdam Avenue with the southerly side of West 96th Street;

RUNNING THENCE easterly along the southerly side of West 96th Street, a distance of 150 feet to a point;

THENCE southerly and parallel with the easterly side of Amsterdam Avenue, distance of 201 feet 5 inches to a point in the northerly side of West 95th Street;

THENCE westerly along the northerly side of West 95th Street, a distance of 150 feet to the corner formed by the intersection of the easterly side of Amsterdam Avenue with the northerly side of West 95th Street;

THENCE northerly along the easterly side of Amsterdam Avenue, a distance of 201 feet 5 inches to the corner formed by the intersection of the easterly side of Amsterdam Avenue with the southerly side of West 96th Street, the point or place of BEGINNING.

EXHIBIT B TO THE DECLARATION

DESCRIPTION OF THE UNITS

[to be inserted prior to the recording of the Declaration]

EXHIBIT C

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 and the By-Laws:

"Adverse effect" or "adversely affect" shall mean any action or proposed change and with respect to any Unit Owner(s), that such action or change could, if realized, (i) increase the Common Charges payable over those set forth in the budget in effect at the time in question by 25% or more, (ii) materially and permanently interfere with such Unit Owner's access to the Unit, (iii) materially and permanently obstruct or degrade the view from the windows and/or Terraces of the Unit or (iv) otherwise materially diminish 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 rental of Units of the nature described in subdivision (ii) above; and (iv) any other assets of the Condominium.

"Bona Fide Purchaser" shall mean a Purchaser who (other than a Bona Fide Tenant) represents that Purchaser or a Family Member of Purchaser intends to occupy the Residential Unit when it becomes vacant.

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

"Building" shall mean the building located at 175 West 95th Street, New York, New York 10025.

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

"By-Laws" shall mean the by-laws governing the operations of the Condominium, which are set forth as Exhibit D to the Declaration, as the same may be amended from time to time, which is set forth in Part II of the Plan.

"Certificate of Occupancy" shall mean the permanent certificate of occupancy for the Building issued by the Buildings Department.

"Closing" or "Closing of Title" shall mean the date, time, place and procedure by which, among other things, fee title to a Unit and its appurtenant Common Interest is conveyed pursuant to a fully-executed Purchase Agreement.

"Closing Date" shall mean the date on which the Closing or the Closing of Title occurs.

"Common Charges" shall mean the charges allocated and assessed by the Condominium Board to the Unit Owners, pro-rata, in accordance with Schedule B allocations and as provided in the Declaration or in the By-Laws to meet the Common Expenses.

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

"Common Expenses" shall mean all costs and expenses to be incurred generally by the Unit Owners pursuant to the Declaration and/or the By-Laws in connection with: (i) the repair, maintenance, replacement, restoration and operation of, and any alteration, addition, or improvement to, the Common Elements; (ii) the establishment and/or maintenance of a general operating reserve, or a reserve fund for working capital, 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 in fee simple absolute, expressed as a numerical percentage, in the Common Elements, appurtenant to each Unit. The aggregate Common Interest for all Units is 100%. The Common Interest attributable to each Unit is set forth on Schedule A to the Plan and Exhibit B to the Declaration.

"Condominium" shall mean the 175 West 95 Condominium which will be 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 same may be amended from time to time (New York Real Property Law, Article 9-B).

"Condominium Board" shall mean the governing body of the Condominium which conducts the affairs and supervises the operations of the Condominium.

"Condominium Documents" shall mean the Declaration, the By-Laws, the Residential Rules and Regulations and the Floor Plans.

"Declarant" shall mean Axton Owner LLC and its successors and assigns.

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

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

"Deposit" shall mean all deposits, advances and payments made by a Purchaser prior to the Closing of a Unit.

"Development Rights Owner" shall mean Sponsor or any Person which acquires all or any portion of the Excess Development Rights from Sponsor.

"Effective Date" shall mean the date upon which the Plan is declared effective.

"Excess Development Rights" shall mean certain rights, as determined by the Zoning Resolution of the City of New York ("Zoning Resolution"), that are available as of the date of the Declaration or may become available thereafter by any means, and are appurtenant to a zoning lot, whereby (a) contiguous tax lots may be merged into a single zoning lot ("Combined Zoning Lot") and the Combined Zoning Lot or a portion thereof may be developed by erecting thereon one or more structures with (i) "floor area" (as such

term is defined in the Zoning Resolution); (ii) any bulk and density development rights permitted under the Zoning Resolution, (iii) any so-called bonus redevelopment rights hereafter appurtenant to the Property; or (b) excess "floor area" not utilized by the Building as of the date of the Declaration may be utilized on the zoning lot or transferred to other zoning lots as permitted by the Zoning Resolution.

"Exclusive Purchase Period" shall mean the exclusive 90 day period from the Presentation Date of the Plan within which a Bona Fide Tenant shall have the exclusive right to purchase the Residential Unit such Bona Fide Tenant occupies on the Filing Date at the Purchase Prices set forth on Schedule A and any subsequent Exclusive Purchase Period which may be granted by Sponsor pursuant to an amendment to the Plan.

"Facilities" shall mean all personal property and fixtures now or hereafter existing in, on, or under the Land or the Building and either existing for the common use of one or more 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, drainage systems, sewers and/or storm pipes, drywalls, or detention tanks, drains, 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, sheetrock, interior walls, draperies, shades, window coverings, wallpaper, wallcoverings, trees, shrubbery, flowers, plants, horticultural tubs and horticultural boxes, sockets.

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

"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.

"First Annual Meeting" shall mean the First Annual Meeting of the Residential Unit Owners.

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

"First Year of Condominium Operation" shall mean the first 12 months of operation of the Condominium beginning on the date of First Closing, which may be a calendar or fiscal year.

"First Year's Budget" shall mean the Section of the Plan entitled "Schedule B – Budget for First Year of Condominium Operation." The First Year's Budget is sometimes referred to 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 unavoidable delays due to acts of God, weather, fire, flood, explosion, war, riot, sabotage, epidemics, quarantine, acts of terrorism, freight embargos, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, unavailability of

utilities, 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 control of Sponsor, however for purposes of this definition, lack of funds or inability to obtain financing shall not be deemed to be a cause beyond control.

"GBL" shall mean Section 352-eeee of the New York State General Business Law.

"General Common Elements" shall mean those certain portions of the Property (other than the Units), as well as those Facilities therein, either existing for the common use of all of the Units or all 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 reserve fund for working capital, for replacements with respect to the General Common Elements.

"Initial Control Period" shall mean the period ending on the earlier to occur of (i) the Closing of Title with Purchasers under the Plan to Residential Units having at least 50% of the aggregate Common Interest appertaining to all Residential Units or (ii) 5 years after the First Closing.

"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 Unit only, (x) without in any way limiting the scope of the foregoing and for the sake of clarity, any real estate mortgage investment conduit within the meaning of Section 860D of the Internal Revenue Code, (y) any entity not included within any of the foregoing that is regularly engaged in the business of making, owning or servicing mortgage loans, including, without limitation, a so-called "conduit lender," or (z) any group of lenders which shall include one or more of the foregoing.

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

"Insurance Trustee" shall mean a bank or 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.

"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 1226, Lot 1 and more particularly described on 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, 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 and/or the direction of any public officer pursuant to Law which are applicable at the time in question.

"Majority of Residential Unit Owners" shall mean Residential Unit Owners of more than fifty percent (50%) in aggregate Residential Common Interest appurtenant to all Residential Units or Residential Unit Owners of more than fifty percent (50%) in aggregate Residential Common Interests of only those Residential Unit Owners who are present, in person or by proxy, and voting at a duly constituted meeting of Residential Unit Owners at which a quorum is present.

"Majority of Unit Owners" shall mean Unit Owners of more than fifty percent (50%) in aggregate Common Interest appurtenant to all Units or Unit Owners of more than fifty percent (50%) in aggregate Common Interests of only those Unit Owners who are present, in person or by proxy, and voting at a duly constituted meeting of Unit Owners at which a quorum is present.

"Managing Agent" shall mean the management company or manager named in the Plan or any successor management company or manager which manages the Property at the time in question.

"Non-Purchasing Tenant" shall mean a person who has not purchased a Residential Unit under the Plan and who was a tenant entitled to possession at the time the Plan was declared effective. A person who sublets a Residential Unit from a Purchaser under the Plan is not deemed a Non-Purchasing Tenant.

"Non-Residential Unit" shall mean any of the Non-Residential Units described in the Declaration and on the Floor Plans and such other Non-Residential Units which may be created as a result of subdivision or subsequent combination of one or more of such Non-Residential Units. All such Non-Residential Units are, collectively, referred to as "Non-Residential Units."

"Non-Residential Unit Owner" shall mean any Person (including Sponsor if Sponsor owns any Unsold Non-Residential Unit) who holds fee title to one or more Non-Residential Units at the time in question. Multiple owners of Non-Residential Units are referred to together as "Non-Residential Unit Owners."

"Offeree" shall mean (a) a Purchaser who has executed and delivered a Purchase Agreement for a Residential Unit and who is not in default thereunder, (b) a Residential Unit Owner, and (c) any other Person who, pursuant to Law, is an offeree of the Plan.

"Owner of an Unsold Residential Unit" shall mean Sponsor or a principal of Sponsor and (if applicable) a Person designated by Sponsor who acquires an Unsold Residential Unit other than for their own occupancy or for the occupancy by a person related by blood, marriage or adoption to the Owner of an Unsold Residential Unit. Multiple Owners of Unsold Residential Units are referred together as "Owners of Unsold Residential Units."

"Permitted Encumbrances" shall mean those matters encumbering title to a Unit subject to which a Purchaser agrees to take title, as more particularly described on Schedule A to the form of Purchase Agreement and standard printed exceptions contained in the form of title insurance policy promulgated by the New York Board of Title Underwriters or the American Land Title Association, whichever shall be applicable.

"Permitted Mortgage" shall mean to a first mortgage permitted to be placed upon a Unit pursuant to the provisions of the By-Laws, and shall include any mortgage placed upon a Unit owned or retained by Sponsor.

"Permitted Mortgagee" shall mean to any holder or guarantor of a Permitted Mortgage at the time in question.

"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 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 the Condominium Offering Plan relating to the Property, as accepted for filing by the Department of Law pursuant to the GBL and any amendments thereto.

"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 following the acceptance of the Plan or an amendment thereto, for filing by the Department of Law.

"Property" shall mean the Land, the Building (and any structures attached thereto), the Units, all the improvements 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.

"Purchase Agreement" shall mean the agreement of purchase and sale for a Unit, the form of which is set forth in Part II of the Plan.

"Purchaser" shall mean any Person named as Purchaser in a Purchase Agreement which has been duly executed by such Person and accepted by Sponsor.

"Register's Office" shall mean the Office of the Register of the City of New York, County of New York.

"Rent Laws" shall mean, collectively, (i) the Emergency Tenant Protection Act of 1974, (ii) the New York City Rent Stabilization Law and the Code adopted pursuant thereto, (iii) the Rent Regulation Reform Act of 1997; and (iv); any codes, rules or regulations promulgated thereunder and any administration and/or judicial determinations and/or interpretations thereof, to the extent that any or all of the same shall apply to the Property.

"Resident Manager's Unit" shall mean the Residential Unit designated as the Resident Manager's Unit in the Declaration.

"Residential Common Charges" shall mean the Common Charges allocated and assessed by the Condominium Board to the Residential Unit Owners, pro-rata, in accordance with their respective Residential Common Interests to meet the Residential Common Expenses.

"Residential Common Elements" shall mean those portions of the 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.

"Residential Common Expenses" shall mean all costs and expenses to be incurred generally by the Residential 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 Residential Common Elements and/or the Residential Limited Common Elements; or (ii) the establishment and/or maintenance of an operating reserve fund for working capital, for replacements with respect to the Residential Common Elements and/or the Residential Limited Common Elements.

"Residential Common Interest" 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 Residential Unit Owner's share of the Residential Common Expenses.

"Residential Limited Common Elements" shall mean Common Elements appurtenant to a Residential Unit or Residential Units, the use and enjoyment of which is restricted to the owners of such Residential Unit or Residential Units to the exclusion of all other Residential Unit Owners (e.g. Terraces). The respective responsibilities of such Residential Unit Owners and the Condominium Board for repair and maintenance of Residential Limited Common Elements are set forth in the Declaration and By-Laws.

"Residential Rules and Regulations" shall mean the Residential 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, it being agreed that the Residential Rules and Regulations shall apply only to Residential Unit Owners and their Permitted Users.

"Residential Unit" shall mean any of the Residential Units described in the Declaration and on the Floor Plans. All such Residential Units are, collectively, referred to as "Residential Units."

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

"Schedule A" shall mean the schedule set forth in the Section of the Plan entitled "Schedule A – Purchase Prices of Units and Related Information."

"Schedule B" shall mean the schedule set forth in the Section of the Plan entitled "Schedule B – Budget for First Year of Condominium Operation." Schedule B is sometimes referred to as the "First Year's Budget."

"Selling Agent" shall mean Citi Habitats, or any successor Selling Agent at the time in question.

"Special Assessment" shall mean the charges allocated and assessed by the Condominium Board to all Unit Owners or to the Residential Unit Owners only, pro-rata in accordance with their respective Common Interest or their respective Residential Common Interest, as the case may be (except as otherwise provided in the Declaration or in the By-Laws).

"Sponsor" shall mean Axton Owner LLC, Sponsor's successors and assigns as well as any other Person(s) designated by Sponsor in a writing to the Condominium Board or by amendment to the Plan to retain Sponsor's rights under the Plan and the Condominium Documents.

"Sponsor's Redevelopment work" shall men the work performed by Sponsor on the Property as described in the Plan, as amended, including without limitation, increasing the size of the Non-Residential Units and adding and improving Residential amenity areas.

"Tenant-Purchaser" shall mean a Bona Fide Tenant who purchases the Residential Unit which such Bona Fide Tenant occupied on the Filing Date of the Plan.

"Terrace" shall mean any terrace, balcony or garden which is appurtenant to a Residential Unit as a Residential Limited Common Element and shall include any pavers, decking and drains, hose bibs, electrical outlets, lighting and light fixtures, enclosures and dividers installed as part of the original construction of the Building. All such terraces, balconies or gardens are, collectively, referred to as the "Terraces".

"Title Company" shall mean Royal Abstract, having an office at 500 Fifth Avenue, New York, New York 10110, telephone: (212) 376-0900, facsimile: (212) 376-0911, or any successor Title Company at the time in question.

"Unit" shall mean any of the "Units" described in the Declaration and on the Floor Plans.

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

"Unsold Residential Unit" shall mean any Residential Unit owned or retained by Sponsor (or Sponsor's designee as a fee owner, tenant, subtenant or party responsible for the management and financial obligations with respect to such Residential Unit) which may or may not be offered pursuant to the Plan and to any Residential Unit for which there is a signed Purchase Agreement but for which a Closing has not yet occurred.

"Unsold Unit" shall mean any Unit owned or retained by Sponsor (or Sponsor's designee as a fee owner, tenant, subtenant or party responsible for the management and financial obligations with respect to such Unit) which may or may not be offered pursuant to the Plan and to any Unit for which there is a signed Purchase Agreement but for which a Closing has not yet occurred.

"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 development of a zoning lot.

CONDOMINIUM BY-LAWS

EXHIBIT D

TO THE DECLARATION

BY-LAWS

OF

175 WEST 95 CONDOMINIUM

Prepared by:

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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 Building, 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 in which the same 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 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, 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, with respect to Residential Units only, the Residential 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 with respect to Residential Units only, the Residential 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.

(xiv) to purchase, lease, or otherwise acquire Residential Units offered for sale or lease by their owners on behalf, in the name of the Condominium Board or its designee, corporate or otherwise, on behalf of all Residential Unit Owners;

(xv) to purchase Residential 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 Residential Unit Owners;

(xvi) to sell, license, lease, mortgage, operate, maintain and otherwise deal with Residential Units acquired by, and to sublease Residential Units leased by, the Condominium Board or its designee, corporate or otherwise, on behalf of all Residential Unit Owners including the Resident Manager's Unit, provided, however, that the Condominium Board or its designees shall in no event be entitled to vote the votes appurtenant to any such Residential Unit;

(xvii) to adopt and amend the Residential Rules and Regulations and to levy and authorize collection of fines against Residential Unit Owners for violations of the Residential 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);

(xviii) to enforce by legal means the terms, covenants and conditions contained in the Condominium Documents and all other agreements and documents, recorded or otherwise, to which the Condominium is a party or beneficiary and to bring or defend against any proceedings that may be instituted in such regard on behalf of, or against, the Condominium and/or the Unit Owners, as the case may be, including, but not limited to filing and foreclosing liens against Unit Owners for unpaid Common Charges or Special Assessments;

(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 or other legal entities 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 declaration (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 Building; (b) any consent, covenant, restriction, easement, or declaration affecting the Property that the Condominium Board deems necessary or appropriate; (c) any and all declarations, consents, waivers or other instruments requested by Sponsor or a Development Rights Owner, with respect to Sponsor's or a Development Rights Owner's utilization, sale or transfer of Excess Development Rights;

(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 Residential Units and to assess any costs incurred thereby as a Residential 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 Residential Rules and Regulations of the Condominium, as same 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 attorney's fees, shall be borne by the Unit Owner;

(xxv) to impose move-in and move-out fees and transfer fees and charges in connection with the sale, lease or alteration of a Residential Unit, provided no such fees or charges or other conditions of transfer or lease may be imposed upon Sponsor or Non-Residential Unit Owners;

(xxvi) to purchase, lease, or otherwise acquire 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, and to grant a mortgage in connection therewith and to maintain and operate the Resident Manager's Unit; and

(xxvii) to carry out any other duties imposed upon the Condominium Board or otherwise reasonably contemplated pursuant to the Declaration and these By-Laws.

(B) The Condominium Board shall be responsible for carrying out the duties imposed upon it under the Condominium Documents regardless of whether a Unit is vacant or occupied by the owner thereof or by a permitted lessee or other permitted occupant.

Section 2.5 *Certain Limitations on the Powers of the Condominium Board.* Notwithstanding anything to the contrary contained in these By-Laws, so long as Sponsor shall continue to own Residential Units representing at least 25% to all Residential Units, the Condominium Board may not, without Sponsor's prior written consent:

(a) make any addition, alteration, or improvement to the Residential Common Elements or to any Residential Unit, unless the same shall be required by Law;

(b) assess any Common Charges, Residential Common Charges or Special Assessments for the creation or replacement of, or the addition to, all or any part of a working capital, reserve, contingency, or surplus fund;

(c) increase or decrease the number, or change the kind of employees referred to in the Plan;

(d) enter into any service or maintenance contracts for work or otherwise contract for work or otherwise provide services not covered in the First Year's Budget, except as is required to reflect normal annual increases in operating services;

(e) borrow money on behalf of the Condominium; or

(f) exercise a right of first refusal to lease or purchase a Residential Unit.

The written consent of Sponsor shall not be necessary to perform any function or take any action described in clauses (i) through (iii) above, if, and only if, the performance of such action or

the carrying out of such action is deemed necessary (and no other reasonable alternative is available) to enable the Condominium to: (i) comply with Law; or (ii) remedy any notice of violation; or (iii) remedy any work order of the Condominium's insurer; or (iv) to ensure the health and safety of the occupants of the Building. In no event will the limitations imposed herein continue for more than 5 years from the First Closing.

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 members of the Condominium Board, at least one of whom shall be a member designated by Sponsor for so long as Sponsor shall have the right to designate or elect one or more members of the Condominium Board, and shall maintain minutes of all meetings at which a majority of its members are in attendance.

(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 by unanimous vote of all members may delegate to 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 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) and (xvi) of paragraph (A) of Section 2.4 hereof. In addition, neither 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 or delegated pursuant to paragraphs (B) and (C) of this Section 2.6.

Section 2.7 *Number, Election and Qualification of Members.* Until the First Annual Meeting held pursuant to the terms of Section 4.1 hereof, the Condominium Board shall consist of 3 individuals, all of whom are to be designated from time to time by Sponsor. From and after the First Annual Meeting through the Initial Control Period, the Condominium Board shall consist of 8 members, 5 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"), and 3 of whom shall be designated by the Unit Owner of the Retail Unit, Garage Unit and Community Facility Unit, respectively ("Non-Residential Members"). After the Initial Control Period ends, Sponsor shall continue to designate 2 members to the Condominium Board so long as the Common Interests attributable to the Unsold Residential Units equal, in the aggregate, less than 50% but more than 15% of the aggregate Common Interests appertaining to all Units; and thereafter, one member for so long as at least a single Unsold Residential Unit remains. Except for members designated by Sponsor and 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 Unit Owner; or (ii) officers, directors, shareholders, partners, principals, employees, or beneficiaries of corporations, partnerships, or trusts that are Unit Owners. In addition, no Unit Owner 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 Owner's 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 owner 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 3 members of the Condominium Board designated by Sponsor prior to the First Annual Meeting shall expire when the individuals to be elected at such meeting are so elected and qualified or designated, as the case may be. At the First Annual Meeting, the term of office of the members elected by the Unit Owners shall be for terms of one year each. Sponsor designees and successive members elected by Unit Owners shall serve for one year terms. Notwithstanding anything to the contrary contained in this Section 2.8, however, each member of the Condominium Board shall serve until such member's successor shall be elected and qualified. There shall be no limit on the number of terms of office, successive or otherwise, that a member may serve.

Section 2.9 *Removal and Resignation of Members.*

(A) Any member of the Condominium Board who was elected thereto either by the 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 an affirmative vote of a Majority of Unit Owners who are present in person or by proxy at a special meeting called for that purpose with a quorum of Unit Owners in attendance. Any member of the Condominium Board who was designated as such or elected by Sponsor or a Non-Residential Unit Owner, as the case may be, pursuant to the terms of Section 2.7, 2.10, or 4.9 hereof, may be removed, with or without cause, only by Sponsor or the applicable Non-Residential Unit Owner, as the case may be. If any member of the Condominium Board who was designated by Sponsor or a Non-Residential Unit Owner, as the case may be, is removed, such member's successor shall also be designated by Sponsor or the applicable Non-Residential Unit Owner, as the case may be. Any member of the Condominium Board whose proposed removal is to be acted upon at a meeting of the Unit Owners shall be given prior written notice thereof stating inter alia, whether the proposed removal is with or without cause, and an opportunity to be present and heard thereat.

(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 and, with respect to members of the Condominium Board designated as such by Sponsor or a Non-Residential Unit Owner, to Sponsor or Non-the applicable Residential Unit Owner. 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 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 then in office. A special meeting of the Condominium Board shall be held for the purpose of filling any such vacancy within 90 days 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 or a Non-Residential Unit Owner, as the case may be, shall be filled by an individual designated by Sponsor or the applicable Non-Residential Unit Owner, as the case may be.

(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 such member's successor shall be selected and qualified at the appropriate annual meeting of the 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 30 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 overnight courier, facsimile or e-mail not later than 5 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 or 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 he deems the same to be necessary or desirable. However, the President shall call such a meeting upon the written request of two 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, or 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 and no business shall be transacted at such special meeting except business reasonably related to such stated purpose.

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.* For purposes of all meetings of the Condominium Board, a majority of the members thereof shall constitute a quorum for the transaction of business. In connection therewith, one or more members of the Condominium Board may participate in any meeting thereof by means of a conference telephone or similar communications equipment permitting all individuals participating in the meeting to hear each other at the same time, and such participation shall constitute presence at such a meeting for all purposes. If, at any meeting of the Condominium Board, there shall be less than a quorum present, a majority of the members of the Condominium Board in attendance may adjourn the meeting from time to time. At any such adjourned meeting at which a 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 or its designee 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, the vote of a majority of the members of the Condominium Board present in person or present by telephonic means at a meeting thereof at which a quorum is present shall constitute the decision of the Condominium Board. Alternatively, any decision that is required or permitted to be made by the Condominium Board may be made without a meeting thereof if all of the members of the Condominium Board shall individually or collectively consent in writing to such decision, and all such written consents shall be duly filed by the Secretary of the Condominium in the minutes of the Condominium Board.

Section 2.18 *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 such member's duties, and shall exercise such member's 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:

(i) the fact thereof is disclosed to, or known by, the Condominium Board or a majority of the members thereof and noted in the minutes thereof, and the Condominium Board shall authorize, approve, or ratify such contract or transaction in good faith by a vote of a majority of the entire Condominium Board, less the number of such members; or

(ii) 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, and may participate in the discussions, but no such member shall be entitled to vote thereat to authorize, approve, or ratify such contract or transaction.

Section 2.20 *Indemnification.*

(A) Indemnification of Board Members and Officers.

(i) Any person made, or threatened to be made, a party to an action or proceeding (other than one by or in the right of the Condominium to procure a judgment in its favor), whether civil or criminal, including an action by or in the right of the Condominium, which any member of the Condominium Board or an officer of the Condominium served in any capacity at the request of the Condominium, by reason of the fact that such member or officer, or such member's or

officer's testator or intestate, was a member of the Condominium Board or an officer of the Condominium, shall be defended and indemnified by this Condominium, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees actually and necessarily incurred by him in defense of such action or as a result of such action or proceeding, or any appeal therein, except that no indemnification shall be made to or on behalf of any member of the Condominium Board or an officer if a judgment or other final adjudication adverse to the member of the Condominium Board or an officer establishes that such member's or officer's acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that he personally gained in fact a financial profit or other advantage to which he was not legally entitled.

(ii) The termination of any such civil or criminal action or proceeding by judgment, settlement, conviction or upon a plea of nolo contendere, or its equivalent, shall not in itself create a presumption that any such member of the Condominium Board or officer acted in bad faith or that such member's acts were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that he personally gained in fact a financial profit or other advantage to which he was not legally entitled.

(iii) The Condominium shall defend and indemnify any person made, or threatened to be made, a party to an action by or in the right of the Condominium to procure a judgment in its favor by reason of the fact that such member, or such member's testator or intestate, is or was a member of the Condominium Board or officer of the Condominium, or is or was serving at the request of the Condominium as a member of the Condominium Board or officer against amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein, if such member of the Condominium Board or officer acted, in good faith, for a purpose which he reasonably believed to be in the best interest of the Condominium, except that no indemnification shall be made to or on behalf of any member of the Condominium Board or officer if a judgment or other final adjudication adverse to the member of the Condominium Board or officer establishes that such member's acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that he personally gained in fact a financial profit or other advantage to which he was not legally entitled.

(iv) Payment of any amount due an officer or member of the Condominium Board, former officer or member of the Condominium Board or the beneficiaries of a deceased former officer or member of the Condominium Board pursuant to the indemnification created by Subsections A (i), (ii) or (iii) above shall be authorized by:

(a) court order; or

(b) by the Condominium Board acting by a quorum consisting of members of the Condominium Board who are not parties to such action or proceeding upon a finding that the member of the Condominium Board or officer has met the standard of conduct established pursuant to Subsections A (i), (ii) or (iii) above; or

(c) if a quorum under subparagraph (b) is not obtainable or, even if obtainable, a quorum of disinterested directors so directs; or

(d) where a person who has been successful, on the merits or otherwise, in the defense of a civil or criminal action or proceeding of the character described in Section 722 of the Business Corporation Law as authorized in such Section:

(1) by the Condominium Board upon the opinion in writing of independent legal counsel that indemnification is proper in the circumstances because the applicable standard of conduct set forth in Subsections A(i), (ii) or (iii) above has been met by such member of the Condominium Board or officer; or

(2) by the Unit Owners of the Condominium upon a finding that the member of the Condominium Board or officer has met the applicable standard of conduct set forth in Subsections A (i), (ii) or (iii) above.

(v) Expenses incurred in defending a civil or criminal action or proceeding shall be paid by the Condominium in advance of the final disposition of such action or proceeding upon receipt of an undertaking by or on behalf of such member or officer to repay such amount if the person receiving such advancement or allowance is ultimately found, under the procedure set forth in this Section, not to be entitled to indemnification or, where indemnification is granted, to the extent the expenses so advanced by the Condominium or allowed by the court exceed the indemnification to which he is entitled.

(vi) No indemnification, advancement, or allowance shall be made under this Section in any circumstance where it appears that if there has been a settlement approved by the court, that the indemnification would be inconsistent with any condition with respect to indemnification expressly imposed by the court in approving the settlement.

(vii) If any expenses or other amounts are paid by way of indemnification, otherwise than by court order or action by the Unit Owners, the Condominium shall, not later than the next annual meeting of Unit Owners unless such meeting is held within 3 months from the date of such payment, and, in any event, within 15 months from the date of such payment, mail to the Unit Owners of record at the time entitled to vote for the election of members of the Condominium Board a statement specifying the person(s) paid, the amount(s) paid, and the nature and status at the time of such payment of the litigation or threatened litigation.

(B) Insurance for Indemnification of Board Members and Officers:

(i) Subject to paragraph (B)(ii) below, the Condominium Board shall have power to purchase and maintain insurance:

(a) to indemnify the Condominium for any obligation which it incurs as a result of the indemnification of members and officers under the provisions of this Section 2.20; and

(b) to indemnify the members and officers in instances in which they may be indemnified by the Condominium under the provisions of this Section 2.20; and

(c) to indemnify members and officers in instances in which they may not otherwise be indemnified by the Condominium under the provisions of this Section 2.20, provided the contract of insurance covering such members and officers provides, in a manner acceptable to the Resident Manager of insurance, for a retention amount and for co-insurance.

(ii) No insurance under paragraph (B)(i) above may provide for any payment, other than cost of defense, to or on behalf of any member or officer:

(a) if a judgment or other final adjudication adverse to the insured member or officer establishes that such member's or officer's acts were committed in bad

faith, or that such member's or officer's acts of active and deliberate dishonesty were material to the cause of action so adjudicated, or that he personally gained in fact a financial profit or other advantage to which he was not legally entitled, or

(b) in relation to any risk the insurance of which is prohibited under the Insurance Law of the State of New York.

(iii) Insurance under any and all subparagraphs of paragraph (B) may be included in a single contract or supplement thereto. Retrospective rated contracts are prohibited.

(C) Nothing contained in this Section 2.20 shall limit any right to indemnification to which any member or any officer may be entitled by contract or under any law now or hereinafter enacted.

ARTICLE 3

OFFICERS

Section 3.1 *General.* The principal officers of the Condominium shall be the President, the Vice President and the Secretary/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 him from time to time by the Condominium Board or by the President.

Section 3.4 *Secretary/Treasurer.* The Secretary/Treasurer shall (i) keep the minutes of all meetings of the Unit Owners and of the Condominium Board; (ii) 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; (iii) 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; (iv) be responsible for the deposit of all funds and other securities in the name of the Condominium Board or in the name of Managing Agent in such depositories as may from time to time be designated by the Condominium Board; and (v) in general, shall perform all of the duties incident to the office of treasurer of a stock corporation organized under the BCL.

Section 3.5 *Election, Term of Office and Qualification of Officers.* The initial officers of the Condominium will be designated by Sponsor. Thereafter the officers of the Condominium shall be elected annually by a majority vote of the Condominium Board taken at the organizational meeting of each new Condominium Board, and shall serve at the pleasure of the Condominium Board. The President, Vice President, and the Secretary/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 or Non-Residential Unit Owners. Such officers must be Residential Unit Owners if they are elected by the other Residential Unit Owners. The other officers of the Condominium Board need not be Residential Unit Owners and need not have any interest in the Condominium.

Section 3.6 *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 Secretary/Treasurer of the Condominium shall cease to be or shall be suspended as a member of the Condominium Board during such officer's term of office, such officer shall be deemed to have resigned from office effective upon the date upon which such member's membership shall cease.

Section 3.7 *Vacancies.* Any vacancy in an office shall be filled by a majority vote of the Condominium Board at any regular meeting of the Condominium Board or at a special meeting thereof called for such purpose.

Section 3.8 *Compensation of Officers.* No officer of the Condominium shall receive any compensation from the Condominium for acting as such.

Section 3.9 *Indemnification of Officers.* Each officer shall be indemnified as set forth in Section 2.20.

ARTICLE 4

UNIT OWNERS

Section 4.1 *Annual Meetings of the Unit Owners.* The First Annual Meeting shall be held approximately 30 days before or after the first anniversary of the First Closing, or within approximately 30 days of the conveyance by Sponsor of more than 50% of the aggregate Common Interest appertaining to all Residential Units (whichever occurs first), at which meeting an 8 member Condominium Board shall be elected by Unit Owners, including Sponsor (subject to Sponsor's right to designate members, 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, so long as Sponsor owns any Unit) 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 a meeting signed by Unit Owners having, in the aggregate, no less than 40% of the Common Interest of all Unit Owners. 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, mail, or overnight courier, facsimile or e-mail addressed to the Unit Owner's address at the Property, not less than 10 or 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.

(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 having no less than 50% of the aggregate Common Interest of all Unit Owners shall constitute a quorum at all meetings of 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/Treasurer 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:

(i) Roll Call;

(ii) Proof of notice of meeting;

(iii) Reading of the minutes of the preceding meeting (unless waived);

(iv) Reports of officers of the Condominium;

(v) Reports of members of the Condominium Board;

(vi) Reports of committees;

(vii) Election of inspectors of election (when so required);

(viii) Election of members of the Condominium Board (when so required);

(ix) Unfinished business; and

(x) 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 with respect to any Unsold Units) shall be entitled to vote at all meetings of the Unit Owners.

(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, 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 and for quorum purposes.

(C) A fiduciary shall be the voting member with respect to a Unit owned in a fiduciary capacity. In addition, if two or more Persons own a Unit, they shall designate one Person amongst them to vote the Common Interest appurtenant to their Unit in a writing given to the Secretary of the Condominium, and the vote of such designee shall be binding upon all of such Persons. Failing such a designation, all of such Persons shall mutually vote such Common Interest under one ballot without division, and the concurrence of all such Persons shall be conclusively presumed if any one of them purports to vote such Common Interest without protest being contemporaneously made to the individual presiding over the meeting at which such vote is taken. If protest is made, the Common Interest appurtenant to such Unit shall be counted solely for the purpose of determining whether a quorum is present for such voting.

(D) The owner(s) of any Unit may designate any Person to act as a proxy on 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, except with respect to the designation of a Permitted Mortgagee to act as the proxy of Unit Owner's mortgagor(s), no designation to act as a proxy shall be effective for a period in excess of six months after the date thereof.

Section 4.9 *Election of Members to the Condominium Board.*

(A) When voting for residential members of the Condominium Board, each Unit Owner (including Sponsor with respect to any Unsold Units) shall be entitled to cast one vote for each .0001% of Common Interest attributable to Unit Owner's Unit(s) per member to be elected. However, nothing contained herein shall be deemed either to permit any Unit Owner to cumulate the votes attributable to the ownership of a Unit in favor of any one or more 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 members of the Condominium Board.

(B) All elections of members of the Condominium Board shall be by written ballot, and each ballot cast shall state: (i) the name of the voting Unit Owner and, if such ballot is cast by proxy, the name of the proxy; (ii) the designation number(s) of the Unit(s) owned by the voting Unit Owner; (iii) the percentage(s) of the Common Interest appurtenant to such 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 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 two years.

(C) Subject to the terms of paragraph (D) of this Section, all elections of members of the Condominium Board shall be determined by plurality vote of 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 Units owned by Sponsor as it sees fit. However, at elections of members to the Condominium Board held during the Initial Control Period, Sponsor will have the right to designate 3 of the 5 Residential Members to the Condominium Board, the Non-Residential Unit Owners shall have the right to designate 3 members, and Sponsor and all other Unit Owners shall have the right to vote for the remaining members of the Condominium Board.

(E) Subsequent to the Initial Control Period, Sponsor shall have the right to designate 2 of the Residential Members to the Condominium Board so long as the Common Interests attributable to the Unsold Residential Units equal, in the aggregate, less than 50% but more than 15% of the Common Interests attributable to all Residential Units and, thereafter, for so long as Sponsor continues to own 1 Unsold Residential Unit, Sponsor shall have the right to designate 1 Residential Member to the Condominium Board. Sponsor always shall have the right to vote its Common Interest attributable to the Unsold Units for the remaining members of the Condominium Board. There is no restriction on the right of Non-Residential Unit Owners or the Unsold Unit Owners (including Sponsor) to vote for members of the Condominium Board who are not related to or affiliated with Sponsor or other Unsold Unit Owners.

(F) Within 30 days after the expiration of the Initial Control Period, assuming the First Annual Meeting has occurred, 1 of the 3 Residential Members of the Condominium Board designated by Sponsor shall resign and the resulting vacancy shall be filled by a majority vote of the remaining members of the Condominium Board (excluding members designated by Sponsor) at any regular meeting of the Condominium Board or at a special meeting thereof called for such purpose.

Section 4.10 *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 in 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 4.10 shall be retained in the records of the Condominium together with a true copy of the resolutions to which they relate.

Section 4.11 *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 an entity or person entitled to diplomatic or sovereign immunity) shall require the delivery to the Condominium Board or Managing Agent of such documents as reasonably requested by the Condominium Board, including, without

limitation; (i) a subjection to jurisdiction and designation of agent by approved form of Power of Attorney, (ii) occupancy agreement; (iii) guaranty of payment; (iv) escrow agreement; and (v) an amount equal to the current Common Charge for such Unit for a period of two years, to be held in escrow by the Condominium Board, as security for the faithful observance by such Residential Unit Owner of the terms, provisions and conditions contained in these By-Laws.

Section 4.12 *Contractual Liability of Unit Owners.* Every contract made by the Condominium Board, by any officer of the Condominium, or by any Resident Manager or Managing Agent of the Building 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 3.9 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 relating to Residential Common Interest of such Residential Unit Owner in a case 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 or as otherwise provided in the Declaration or in these By-Laws.

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, fireplaces, firebox, dampers, mantel, flues, windows and Terrace doors, the interior face of all entrance doors and their interior facing frames and saddles, exposed plumbing, gas and heating fixtures and equipment, heating and cooling systems (i.e., incremental units), lighting fixtures and electrical panel, outlets, switches, branch wiring and 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; and

(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 thereof 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.

(iv) in or to the Residential Limited Common Elements, specifically including Terraces and the appurtenances thereto, except as set forth in paragraph (B) of Section 5.8 hereof, shall be performed (a) by the Condominium Board as a Common Expense, if involving structural 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 Unit Owner having direct and exclusive access thereto), or (b) by the Unit Owner having direct and exclusive access thereto at such Unit Owner's sole cost and expense, if involving ordinary maintenance of Terraces. Notwithstanding the above, the Unit Owner is responsible for ordinary maintenance of Terraces and for keeping Terraces free of snow, ice, debris and water accumulation and for replacing and/or repairing the lighting fixtures, bulbs, exposed water lines (i.e. spigots) and electrical outlets on the Terraces.

Promptly upon obtaining knowledge thereof, each Unit Owner shall report to the Condominium Board or to 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, is necessitated by the negligence, misuse, or abuse of (i) any Unit Owner, the entire cost and expense thereof shall be borne by such Unit Owner, or (ii) the Condominium Board, the entire cost and expense thereof shall be borne by the Condominium 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, except 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 and Residential Limited Common Elements shall be kept in first-class condition, order and repair (and free of snow, ice, debris and accumulation of water with respect to any roof, Terrace, skylight 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 Building (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 the respective Non-Residential Unit Owner(s) if any such Non-Residential Unit Owner(s) are utilizing such sidewalks in connection with the operation of the Non-Residential Unit(s). 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, by (i) the Condominium Board, with respect to such parts of the Building required to be maintained by it, and (ii) each Residential Unit Owner, with respect to the interior surfaces of windows and shades, Venetian or other blinds, drapes, curtains or other window decorations in or appurtenant to the Residential Unit. To promote a consistent appearance of the Building from the outside, no Residential Unit Owner shall be allowed to enclose, erect a greenhouse and/or alter the Terrace appurtenant to a Residential Unit in such a way that will alter the conformity of the Building, without the prior written consent of the Condominium Board. The Non-Residential Unit Owners shall be responsible, at such Unit Owner's sole cost and expense, for washing, cleaning and replacing because of breakage the exterior and interior glass surfaces of windows located in the Non-Residential Units (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). The Non-Residential Unit Owners shall have the sole and exclusive right to determine the appearance of the Non-Residential Units, including the storefronts, their windows and their general appearance from the exterior of the Building. Notwithstanding the foregoing, the

Non-Residential Unit Owners shall not be permitted to erect any signage and/or lighting on the exterior façade of the Building except for the portions of the façade immediately adjacent to such Non-Residential Unit. The Non-Residential Unit Owners shall solely make all decisions with respect to the painting, decorating, maintenance, repairs and replacement, whether structural or non-structural, ordinary or extraordinary, of the Non-Residential Units.

(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 Unit Owner's obligations with respect to the painting, decorating, maintenance, repair or replacement of the Unit as provided in this Section 5.1 (or of any Residential Limited 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.

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 Unit Owner may make any structural alteration, addition, improvement or repair, in or to the Unit or its appurtenant Residential Limited Common Elements without the prior written approval of the Condominium Board. In the event, however, that the Condominium Board or Managing Agent shall fail to answer any written, reasonably detailed request for such approval within 45 days after such request is received, such failure to respond shall constitute the Condominium Board's consent thereto. Prior to, and as a condition of, the granting of any such approval, the Condominium Board may, at its sole option, require the Unit Owner to procure and agree to maintain during the course of such work such insurance as the Condominium Board may reasonably prescribe and to execute an agreement, in form and substance satisfactory to the Condominium Board, setting forth the terms and conditions under which such alteration, addition, or improvement, may be made, including, without limitation, the indemnity referred to in paragraph (D) hereof and the days and hours and length of time during which any such work may be done. The Condominium Board and Managing Agent may impose charges upon the Unit Owner to reimburse the Condominium for architectural, engineering, legal and other fees incurred in reviewing the Unit Owner's request for approval and thereafter in monitoring the work performed until completion. 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 Building or otherwise cause disharmony with any Building service union. Residential Unit Owners shall not be permitted to engage any Building 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.

(B) Notwithstanding anything to the contrary contained in paragraph (A) of this Section 5.2, however, Sponsor shall have the right, to (i) make any alterations, additions, improvements, renovations, or repairs in or to any Unsold Unit or its appurtenant Residential Limited Common Elements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, (ii) subdivide, combine and change the boundary walls of Unsold Units, and (iii) make any other change to any Unsold Unit as permitted under Article 12 of the Declaration all without charge and without the approval of the Condominium Board or Managing Agent and the Condominium shall fully cooperate with Sponsor and its contractors and employees in this regard.

Unit Owner arising from occurrences within such Unit Owner's own Unit or its Limited Residential Common Elements, if any);

(ii) rent insurance;

(iii) worker's compensation and New York State disability benefits insurance;

(iv) boiler and machinery insurance;

(v) water damage legal liability insurance;

(vi) officers' and directors' liability insurance;

(vii) fidelity bonds;

(viii) commercial umbrella insurance; and

(ix) 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 Building, 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 subsection (i) of paragraph (B) hereof, such policies shall contain aggregate 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 subsection (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 by 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) (a) 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, the Residential Limited Common Elements appurtenant thereto, as well as liability insurance with respect to acts occurring 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 and Sponsor as additional insureds. For so long as Sponsor owns at least 1 Unsold Residential Unit, any change or elimination of such requirement may only be made upon Sponsor's prior written consent.

(b) Each Residential Unit Owner shall, at the Residential Unit Owner's own cost and expense, obtain and keep in full force and effect (a) comprehensive personal liability insurance against any and all claims for personal injury, death or property damage (including, but not limited to, loss due to water damage) occurring in, upon, or from the Residential Unit or any part thereof, with minimum combined single limits of liability of $300,000 for bodily injury or death arising out of any one occurrence including $300,000 for damage to property and (b) tenant's "all-risk" property insurance in respect of property damage occurring in, upon, or from the Residential Unit or any part thereof (including, but not limited to appropriate coverage for additions, alterations, improvements and betterments and loss due to water damage). The limits of liability set forth in (a) and (b) above may be increased by the Condominium Board from time to time. Evidence of such insurance must be provided by the Purchaser at the Closing of Title of each Residential Unit and thereafter, whenever requested by the Condominium Board or Managing Agent. For so long as Sponsor owns at least 1 Unsold Residential Unit, any change or elimination of such requirement may only be upon Sponsor's prior written consent.

Section 5.5 *Casualty or Condemnation.*

(A) In the event that either (i) the Building or any part thereof is damaged or destroyed by fire or other casualty ("Casualty Loss") or (ii) the General Common Elements and/or Residential Common Elements and/or Residential Limited Common Elements, or any part thereof is taken in condemnation or by eminent domain ("Taking"), the net insurance proceeds payable under the insurance policies maintained by the Condominium Board pursuant to the terms of Section 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 the benefit of all Unit Owners, with respect to the portion thereof allocated to a Casualty Loss or Taking of the Common Elements and the Units or the Limited Common Elements and their Permitted Mortgagees and shall be disbursed pursuant to the terms of this Section 5.5. Notwithstanding anything to the contrary contained either in this paragraph (A) or elsewhere in this Section 5.5, however, no Unit Owner whose Unit, its appurtenant Limited Common Elements, 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 he 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 Building (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 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 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 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, 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 Building is destroyed or substantially damaged by fire or other casualty or 75% or more of the Common Elements are taken in a Taking, the Work shall not be performed unless 75% or more of all Unit Owners (including 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 Common Elements or the Residential Limited Common Elements except that no payment shall be made to a Unit Owner until there first has been paid, out of such Unit Owner's share of such funds, such amounts as may be necessary to pay off 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 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 appurtenant to such Unit shall be adjusted in the proportion that the total floor area of such Unit and its appurtenant Residential Limited Common Elements, if any, after such Taking bears to the total floor area of such Unit and its appurtenant Residential Limited Common Elements, if any, prior to such Taking. The Condominium Board shall promptly prepare and record an amendment to the Declaration reflecting the new Common Interest 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 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) sixty (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, sixty (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; and

(ii) "Promptly resolve" shall mean that a resolution shall be duly made not more than sixty (60) days after the date upon which the Condominium Board notifies the Unit Owners that it has received the Trust Funds and that the same are or are not sufficient to discharge the estimated cost and expense of the Work, as the case may be.

(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 in a Residential Unit 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 Non-Residential spaces in similar buildings are normally occupied, the Non-Residential Unit Owners shall be obligated to pay the amount of such increase in the rate of insurance. 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 a Non-Residential Unit and not as a result of the typical uses for which the Non-Residential Units may be occupied or for which Non-Residential spaces in similar buildings are 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 Building, except as is otherwise provided in the Declaration or in these By-Laws. In no event shall interior partitions contributing to the support of any Unit or the Common Elements be altered or removed.

Section 5.7 *Use of the Units*

(A) In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of Units shall be restricted to, and shall be in accordance with, the terms contained in this Section 5.7.

(B) Each Residential Unit shall be used only as a residence and not more than one family may occupy a Residential Unit at any one time. Except as to Unsold Residential Units, no transient occupant may be accommodated in a Residential Unit. A Residential Unit owned or leased by an individual, corporation, partnership, or trust may be occupied only by an individual, or by an individual designated officer, director, stockholder or employee of such corporation, or by an individual designated partner or employee of such partnership, or by an individual designee and/or beneficiary of such trust, subject to deliveries of guarantees and such further documentation requested by the Condominium Board, in its sole discretion, or by the Family Members of any of the foregoing (and nothing herein contained shall be deemed to prohibit the exclusive occupancy of any Residential Unit by such Family Members). Notwithstanding the foregoing, Sponsor (or, after the Initial Control Period, the Condominium Board) may, in its sole discretion, permit Persons other than those set forth above to occupy a Residential Unit. No portion of a Residential Unit (as opposed to the entire Residential Unit) may be sold, conveyed, leased, or subleased. The Non-Residential Units may be used for the purposes set forth in the Declaration.

(C) Notwithstanding anything to the contrary contained in this Section 5.7, Sponsor may, in addition to the rights set forth in paragraph (B) above, without the consent of either the Condominium Board or the Unit Owners (1) use any Unsold Residential Units as model Units and/or offices for the selling, leasing, management, operation and promotion of the Unsold Residential Units or Non-Residential Units or for any other purpose, subject only to compliance with Law or (2) sell or lease Unsold Residential Units to third parties.

(D) Non-Residential Units may be used for any lawful purpose.

Section 5.8 *Use of the Common Elements.*

(A) Subject to the terms of paragraph (B) of this Section 5.8, the Common Elements (including, without limitation, the electrical, heating, gas, plumbing and other mechanical systems and equipment of the Building and the 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 without the prior written consent of the Condominium Board. The lobbies, vestibules, public halls, stairways and public elevators shall be used only for normal passage through them. Accordingly, all Residential Unit Owners shall require their tradesmen to utilize exclusively the elevator and entrance designated by the Condominium Board for transporting packages, merchandise, or other objects.

(B) Subject to compliance with Law, the Declaration, these By-Laws and the Residential Rules and Regulations and with the consent of the Condominium Board:

(i) The Owner of any two or more Residential Units, which Residential Units are the only Residential 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) may seek the right to use such Residential Common Elements exclusively.

(ii) 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, without limitation, on the exterior walls of the Building or adjacent to the main entrance thereof; (ii) have its employees, contractors, agents, 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, amenity rooms on the second floor and the like), to sell, lease, manage, or operate Unsold Residential Units or Non-Residential Units or any other properties in which Sponsor or its principals have an interest, to complete any work or repairs to the Building 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 Residential Unit for its permitted purposes.

Section 5.9 *Rights of Access.*

(A) Subject to the rights of existing tenants and other occupants of Unsold Units, each Unit Owner shall grant to the Condominium Board, to 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 such Unit Owner's Unit and its appurtenant Limited Common Elements, if any, for the purposes of:

(i) making inspections of, or removing violations noted or issued by any governmental authority against, the Common Elements or any other part of the Property;

(ii) curing defaults hereunder or under the Declaration or violations of the Residential Rules and Regulations committed by such Unit Owner or correcting any conditions originating in such Unit Owner's Unit and threatening another Unit or all or a portion of the Common Elements;

(iii) performing maintenance, installations, alterations, repairs, or replacements to the mechanical or electrical services, or other portions of the Common Elements located within such Unit Owner's Unit or elsewhere in the Building;

(iv) reading, maintaining, or replacing utility meters relating to the Common Elements, to such Unit Owner's 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 Building or for the safety of the occupants of the Building or other individuals, or required to avoid the suspension of any necessary service in the Building), the foregoing rights of access shall be exercised only upon not less than one day's advance notice and only in such a manner as will not unreasonably interfere with the use of the Units and their appurtenant Residential Limited Common Elements for their permitted purposes. In cases of emergency, however, such rights of access may be exercised immediately, without advance notice and whether or not the Unit Owner is present.

(B) Each Unit Owner shall grant a right of access to the Unit and its appurtenant Residential Limited 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 Residential Limited Common Elements, if any, in such a manner as will unreasonably interfere with the use of such Unit and its appurtenant Residential Limited Common Elements, if any, for their permitted purposes.

Section 5.10 *Modification of the Residential Rules and Regulations.* The Condominium Board shall have the right to amend, modify, add to, or delete any of the Residential Rules and Regulations from time to time by majority vote, provided, however, that any such amendment, modification, addition, or deletion may be overruled by a vote of Residential Unit Owners owning at least 66 2/3% of the aggregate Common Interests at a meeting of Residential Unit Owners called for that purpose and no such amendment, modification, addition or deletion which modifies the permitted uses of the Building or any portion thereof or affecting the rights and obligations of Sponsor, or the holder of any mortgage, pledge or other lien or security interest covering any Unsold Unit, as the case may be, shall be effective without the prior written consent of Sponsor. Copies of the text of any amendments, modifications, additions, or deletions to the Residential Rules and Regulations shall be furnished to all Residential Unit Owners not less than 30 days prior to the effective date thereof.

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. To the extent that the Condominium Board pays any such real estate tax as set forth herein, the Condominium Board shall have the right to collect from such selling Unit Owner an amount equal to the real estate taxes to be paid.

Section 5.12 *Fuel.* Unless and until fuel is billed directly to Unit Owners by the supply company, in accordance with and subject to the provisions of the Plan, the cost and expense of fuel (for heating and cooling) 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 Residential Unit Owners as a Common Expense for such portion attributable to the Residential Units and/or the Residential Limited Common Elements, or (b) the applicable Non-Residential Unit Owner for such portion attributable to such Non-Residential Unit, or (c) all Unit Owners as a Common Expense for such portion attributable to the General Common Elements: In the event there is a particular or unique use being made of a Unit, the Condominium Board shall cause a new survey to be made, the cost of which shall be borne by all the Unit Owners as a Common Expense.

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: (a) the Residential Unit Owners as a Residential Common Expense for such portion attributable to the Residential Unit and/or the Residential Limited Common Elements, or (b) the applicable Non-Residential Unit Owner for such portion attributable to such Non-Residential Unit, or (c) all Unit Owners as a Common Expense for such portion attributable to the General Common Elements. In the event there is a particular or unique use being made of a Unit, the Condominium Board shall cause a new survey to be made, the cost of which shall be borne by all the Unit Owners as a Common Expense.

Section 5.14 *Electricity.* Unless and until electricity is billed directly to Unit Owners by the supply company, in accordance with and subject to the provisions of the Plan, the cost and expense of electricity 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 Residential Unit Owners as a Residential Common Expense for such portion attributable to the Residential Units and/or the Residential Limited Common Elements, or (b) the applicable Non-Residential Unit Owner for such portion attributable to such Non-Residential Unit, or (c) all Unit Owners as a Common Expense for such portion attributable to the General Common Elements. In the event there is a particular or unique use being made of a Unit, the Condominium Board shall cause a new survey to be made, the cost of which shall be borne by all the Unit Owners as a Common Expense.

Section 5.15 *Resident Manager's Unit.* With respect to any Residential Unit either purchased or leased by the Condominium on behalf of the Residential Unit Owners to house the Resident Manager, all costs and expenses of acquiring, leasing, purchasing, financing, maintaining and operating, including Common Expenses, Special Assessments, real estate taxes and other charges shall be borne by the remaining Residential Unit Owners on a proportionate basis in accordance with the allocations set forth in the Condominium's First Year's Budget set forth in the Offering Plan.

Section 5.16 *Record and Audits.*

(A) The Secretary/Treasurer of the Condominium, or Managing Agent under the supervision of such Secretary/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 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 five (5) 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 in accordance with GAAP. The cost of preparing and distributing each such report shall be borne by the Condominium as a Common Expense. The fiscal year of the Condominium shall be the calendar year.

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 (and Residential 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, shall furnish copies of the budget (in a reasonably itemized form) upon which such Common Charges (and Residential 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 (E) hereof, at its sole discretion, from time to time increase or decrease the amount of Common Charges and Residential 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 and Residential 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 and Residential Common Charges payable by Unit Owners and Residential 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 and Residential 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 Sponsor's prior written consent, or eliminate or reduce 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 and Residential Common Charges. In such event, the Common Charges and Residential 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 and Residential 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 Common Charges and Residential 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 (including, without limitation, the acquisition or leasing of a Unit pursuant to Section 7.3 hereof). 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. 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 6.4 hereof).

(D) 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, 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 Residential 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 depending on whether the excess relates to the General Common Elements or the 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 and Residential Common Charges collected from Unit Owners. 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 and Residential Common Charges (including, without limitation, the provisions of Section 6.5 hereof).

Section 6.2 *Payment of Common Charges*..

(A) All Unit Owners (including Sponsor with respect to Unsold Units for so long as the same are owned thereby) shall be obligated to pay Common Charges, Residential Common Charges, if applicable, 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 and Residential Common Charges and shall be payable in installments on the first day of every month in advance. To the extent permitted by Law, the Condominium Board shall have a lien on each Unit, on behalf of all Unit Owners, for unpaid Common Charges and Special Assessments assessed against such Unit. Such lien, however, shall be subordinate, to the extent required by Law, to any liens for real estate taxes assessed against such Unit and any sums unpaid on a Permitted Mortgage recorded against the Unit.

(B) *Intentionally Omitted*

(C) No Unit Owner shall be liable for the payment of any part of the Common Charges, Residential Common Charges and any Special Assessments assessed against the Unit subsequent to a sale, transfer, or other conveyance by such Unit Owner of the 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, Residential Common Charges and any Special Assessments accrued and unpaid against such Unit prior to the 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, Residential 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, Residential 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, Residential Common Charges and Special Assessments. Any remaining unpaid Common Charges, Residential Common Charges and Special Assessments that are not collected from such foreclosure sale or from the defaulting Unit Owner shall be deemed a Common Expense, collectible from all those who are Unit Owners at the time the same is levied.

(D) Subject to the terms and conditions contained in these By-Laws, any Unit Owner may convey such Unit Owner's Unit, together with its Appurtenant Interests, to the Condominium Board or to its designee, corporate or otherwise, on behalf of all Unit Owners, without being compensated therefor and, in such event, be exempt from the payment of Common Charges, Residential Common Charges and Special Assessments thereafter accruing, provided, however, that: (i) all Common Charges, Residential 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, Residential 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, Residential 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 5 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, Residential Common Charges or Special Assessments by waiving the use or enjoyment of any or all of the Common Elements or by abandoning such Unit Owner's Unit (except with respect to a conveyance of the same to the Condominium Board, without compensation, pursuant to the terms of paragraph (C) 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, Residential 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 and Residential Common Charges due from any Unit Owner upon its receipt of a written request therefor from such Unit Owner.

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 an amount equal to two (2) times the then current annual Common Charges and Residential Common Charges for such Unit, subject to increase from time to time as such Common Charges and Residential 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 and Residential Common Charges or any other sum to which such Unit Owner is in default. In 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, Residential Common Charges and Special Assessments.*

(A) The Condominium Board shall take prompt action to collect any Common Charges, Residential Common Charges and Special Assessments 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 incurred by the Condominium Board (including attorney's fees) as a result of its attempt to collect unpaid Common Charges, Residential Common Charges and/or Special Assessments shall be borne by the defaulting Unit Owner as an additional Common Charge or Residential Common Charge. 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-aa 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, Residential Common Charges and/or Special Assessments, 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, Residential Common Charges and/or Special Assessments, 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 and Residential 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, 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, attorneys' fees and disbursements and court costs; (ii) a late charge of $150 per month for Common Charges and Residential 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 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 and Residential 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 and/or Residential 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 and/or Residential Common Charges or additional Common Charges, Residential Common Charges and/or Special Assessments, 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 rental obligation of such tenant to the Unit Owner, to the extent of the amount so paid. The Condominium Board's 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 expenses incurred by the Condominium Board (including attorney's fees) 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 LICENSES

Section 7.1 *General.* Subject to the terms of Section 7.5 hereof and specifically excluding (x) the sale or lease of a Unit owned by Sponsor and (y) the sale or lease of any Non-Residential Unit; each Residential Unit Owner may (i) sell the Residential Unit, and (ii) lease the Residential Unit for periods of one year or more only, 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 rental consummated in default of the applicable terms hereof shall be voidable at the sole election of the Condominium Board, and, if the Condominium Board shall so elect, the selling or renting 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 said Residential Unit Owner. Said Residential Unit Owner shall reimburse the Condominium Board for all costs and expenses paid or incurred in connection with such proceedings, including, without limitation, 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 Residential Unit Owner") shall send written notice thereof to the Condominium Board by certified 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 Residential 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 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 Residential Unit Owner to the Condominium Board, on behalf of all Residential Unit Owners, that such Offeree Residential Unit Owner believes the Sale Agreement or Lease Agreement to be bona fide in all respects. Thereafter, upon the written demand of the Condominium Board, the Offeree Residential 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.

(C) The Condominium Board may elect, by sending written notice thereof to the Offeree Residential Unit Owner by certified mail not later than 30 days (in the event of a proposed sale) and 15 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 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 Residential Unit Owner to any requests for additional information pursuant to the terms of paragraph (B) hereof. Notwithstanding the foregoing, the Condominium Board shall not exercise any right to purchase or lease pursuant to this Article 7 without Sponsor's prior written consent until such time as Sponsor owns Unsold Residential Units representing less than 25% to all Residential Units but in no event later than 5 years after the First Closing.

(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 or the Fair Housing Act regulations at 24 CFR Part 100 in connection with its exercise of its right of first refusal with respect to the sale or lease of a Residential 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 exercise its right of first refusal.

(B) If such Residential Unit and its Appurtenant Interests are to be purchased by the Condominium Board or its designee on behalf of all Unit Owners, such purchase may be made from the funds deposited in the capital and/or expense accounts of the Condominium. If the funds in such accounts are insufficient to effectuate such purchase, the Condominium Board may levy a Special Assessment against each Unit Owner (other than the Offeree Residential 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 Residential 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 Residential Unit Owner shall convey the Residential Unit, together with its Appurtenant Interests, to the Condominium Board or to its designee, on behalf of all 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 Residential 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 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 Residential 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 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 Unit is to be rented 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 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 sixty (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 Residential 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 two (2) 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 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-aa 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 or Assistant Secretary of the Condominium or Managing Agent, stating that the provisions of Section 7.2 hereof have been met by a 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 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 Managing Agent to furnish without charge, such certificate upon written request to any Unit Owner in respect to whom the provisions of Sections 7.2 hereof have, in fact, been terminated.

(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 Family Members, or any combination of the same, or to a trust for the benefit of any of them provided, however, that if the succeeding Residential Unit Owner is an infant or a person judicially declared incompetent of managing such person's 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 and its designees with respect to the Unsold Residential Units;

(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; or

(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;

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.

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), and (v) of this Article 7.

Section 7.8 *Power of Attorney.* At the time of acquiring title to a Residential Unit and as a condition thereof, the new Residential Unit Owner shall duly execute, acknowledge and deliver to the representative of such Unit Owner's title insurance company (or, if no such representative is present, to the Condominium Board) for recording in the Register's Office (at such Residential Unit Owner's sole cost and expense), the Unit 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 such Unit Owner's 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 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 Residential 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, or the 15 day period, as the case may be, will commence upon 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 to a

violation of this Article 7, shall be borne by the Residential Unit Owner in question as additional Common Charges.

Section 7.12 *Sale or Lease of Non-Residential Units.*

(A) The Non-Residential Unit Owners may sell, lease or convey their respective Unit without the consent of the Condominium Board, 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 the Non-Residential Unit Owners, the Condominium Board shall deliver to the Non-Residential Unit Owners or any designee, a statement indicating that the Non-Residential Unit Owners are current in their payment of all amounts due under the Declaration and the By-Laws, that no written notice of default has been sent to such requesting party and to the knowledge of the Condominium Board, no such default exists. Any such statement may be relied upon by any mortgagee or purchaser of the Non-Residential Unit. In addition, upon the written request of the Non-Residential Unit Owners 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 Owners with any tenant ("Tenant") of the Non-Residential Unit Owners 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 Owners, 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 Owners, equal to the percentage of the total square footage of the Non-Residential Units 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 Owners 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 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 a foreclosure proceeding with respect to the Non-

Residential Units, 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 7.13 *Working Capital Fund.* At the time of acquiring title to a Residential Unit and as a condition thereof, the new Residential Unit Owner shall be required to make a contribution to the Working Capital Fund of the Condominium in an amount equal to 2 months' Residential Common Charges assessed against the Residential Unit. This provision shall not apply to purchases of Residential Units by Sponsor or an Owner of Unsold Residential Units. In addition, except for Sponsor and Owners of Unsold Residential Units, Residential Unit Owners of Residential Units occupied by non-purchasing tenants (as such term is defined in General Business Law Section 352-eeee) shall be required to deposit with Managing Agent at the closing of such Residential Unit Owner's acquisition of the Residential Unit, a sum not less than the greater of 2 months' rent and 2 months' Residential Common Charges, to be used as working capital to furnish such services and facilities to the tenant of the Residential Unit as may be required by Law until such time as such tenant's right to occupy terminates. Upon written notice from the Managing Agent or the Condominium Board that such deposit has been diminished, the Residential Unit Owner shall replenish the fund within 30 days thereafter. Such Residential Unit Owner shall irrevocably appoint Managing Agent as the Residential Unit Owner's agent, coupled with an interest to provide such services and facilities to the tenant at the Residential Unit Owner's expense.

ARTICLE 8

MORTGAGING OF UNITS

Section 8.1 *General.* Each Unit Owner shall have the right to mortgage such Unit Owner's Unit, subject only to the terms and conditions contained in Section 8.2 hereof. Any Unit Owner other than Sponsor who mortgages such Unit Owner's 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 such Unit Owner's Unit shall so notify the Condominium Board and shall file a conformed copy of the satisfaction of mortgage with the Condominium Board. The Secretary of the Condominium or Managing Agent shall maintain such information in a book entitled "Mortgages of Units." The terms and conditions contained in this Section 8.1, however, shall not apply to Sponsor or Non-Residential Unit Owners.

Section 8.2 *Restrictions on Mortgaging.*

(A) No Unit Owner shall be permitted to mortgage, pledge, or hypothecate such Unit Owner's Unit unless and until such Unit Owner he shall have paid in full to the Condominium Board all unpaid Common Charges and Special Assessments theretofore assessed against such Unit and shall have satisfied all unpaid liens, except the liens of Permitted Mortgages levied against such Unit.

(B) No Unit Owner shall execute any mortgage or other document mortgaging, pledging, or hypothecating title to such Unit Owner's 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 Residential Unit shall be substantially in the form used by any Institutional Lender.

(D) Any mortgage covering a Residential Unit shall be made by an Institutional Lender, Sponsor, or by a Residential Unit Owner providing purchase money financing in connection with the sale of the Residential Unit.

Section 8.3 *Notice of Unpaid Common Charges and Default.* The Condominium Board shall promptly report to 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 a Permitted Mortgagee any default by the Permitted Mortgagee's mortgagor in the observance or performance of any of the provisions of the Condominium Documents as to which the Condominium Board has knowledge then exists. The Condominium Board shall, when giving notice to a Unit Owner of any such default, also send a copy of such notice to such Unit Owner's 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 6.4 hereof by reason of such default, the Condominium Board shall pay to such Permitted Mortgagee any net proceeds of any foreclosure sale of such Unit (after retaining all sums due and owing to the Condominium Board pursuant to the Condominium Documents) or such lesser sum as shall be due and owing to such Permitted Mortgagee.

Section 8.4 *Performance by Permitted Mortgagees.* Any sum of money to be paid or any act to be performed by a Unit Owner pursuant to the terms of the Condominium Documents may be paid or performed by 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 Permitted 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 the 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 Article 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) In addition to the notice requirements of Section 8.3 above, whenever requested in writing 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 Mortgagee or the approval of the majority of the Residential 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) In any event, where the consent of the Permitted Mortgagees or Residential Mortgage Representatives is required pursuant to the terms of the Declaration or By-laws, if the Permitted Mortgagees or Residential 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 Residential 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 Residential Limited Common Elements, if any, pursuant to the terms of Article 5 hereof, and shall fail to cure such violation or breach within 5 days after receipt of written notice of the same from the Condominium Board, 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 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 Residential Limited 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 Building or for the safety of the occupants of the Building or other individuals or is required to avoid the suspension of any necessary service in the Building, 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. With respect to the Non-Residential Units, any such exercise of self-help (other than in connection with any emergency), shall be done after business hours, minimize any interference with Permitted Users of such Units.

Section 9.2 *Abatement and Enjoinment.*

(A) An the event that any Unit Owner shall violate or breach any of the provisions of the Condominium Documents on such 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 Owners 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 Owners 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, 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 Non-Residential Unit Owners in connection or 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 subsection (i) hereof, such Unit Owner to the Condominium Board or (b) in the event set forth in subsection (ii) hereof, the offending party (i.e., the Condominium Board or the Unit Owner) to Sponsor 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 additional 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 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 10 days after such arbitrator's 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 5 members whose principal office is located in the City of 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 Article 10 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. If such arbitration relates solely to the Non-Residential Units, such costs and expenses shall be borne by the applicable Non-Residential Unit Owner(s).

ARTICLE 11

NOTICES

Section 11.1 *General.*

(A) All notices required or desired to be given hereunder (except for notices of regular annual or special meetings of the Unit Owners and except all meetings of the Condominium Board) shall be sent by registered or certified mail, return receipt requested, postage prepaid addressed:

(i) 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 first class mail to Managing Agent (if any) at its principal office address as aforesaid;

(ii) if to a Unit Owner other than Sponsor, to such Unit Owner at his address at the Property;

(iii) if to Sponsor, to Sponsor at its principal office as set forth in the Plan;

(iv) if to a Permitted Mortgagee, to such Permitted Mortgagee at its latest address designated in writing to the Condominium Board.

(B) 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 Service depository located outside of the State of New York shall be deemed to have been given when received.

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.*

(A) 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, Sponsor's Permitted Mortgagee, Non-Residential Unit and/or any Permitted Mortgagee, any provision of this By-Laws affecting (i) the General Common Elements or all the Unit Owners may be added to, amended, modified or deleted by the vote of Unit Owners owning at least 66 2/3% of the aggregate Common Interests taken in accordance with these provisions of the By-Laws, or (ii) affecting the Residential Common Elements or all Residential Unit Owners may be added to, amended, modified or deleted by the vote of Residential Unit Owners owning at least 66 2/3 % of the aggregate Residential Common Interest; provided, however, that the Common Interest appurtenant to each Unit as expressed in the Declaration shall not be altered without the written consent of all Unit Owners directly affected. 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 percentage (where applicable) of Unit Owners approved the amendment, modification, addition, or deletion set forth therein either at a duly constituted meeting of Unit Owners or in writing without a meeting pursuant to the terms of Section 4.10 hereof, in which Secretary's Certification there shall be described the percentage (where applicable) of Unit Owners approving the same and, if voted at a meeting, the date, time and place of such meeting. No such amendment, modification, addition, or deletion shall be effective unless and until such an instrument shall be duly recorded in the Register's Office.

(B) Notwithstanding anything to the contrary contained in paragraph (A) hereof, but still subject to any provision contained in the Declaration or these By-Laws with respect to Special Amendments:

(i) the Common Interest (and Residential Common Interest, if applicable) 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;

(ii) no amendment, modification, addition, or deletion agreed to pursuant to the terms of paragraph (A) hereof shall be effective without the prior written consent of the Mortgage Representatives, if any, provided, however, that no such consent shall be unreasonably withheld, delayed or conditioned;

(iii) the terms of Section 5.7 hereof may not be amended, modified, added to, or deleted unless (in addition to the consent, if required, of the Mortgage Representatives as provided above) not less than 80% of the 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 majority in Common Interest of Non-Residential Unit Owners, without the consent of the Condominium Board or the Residential Unit Owners, shall be embodied in an instrument executed and recorded in the Register's Office by Sponsor or majority in Common Interest of Non-Residential Unit Owners, 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 majority in Common Interest of Non-Residential Unit Owners certifying that the amendment, modification, addition, or deletion set forth therein was effectuated by Sponsor or majority in Common Interest of 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 any Non-Residential Unit Owner, unless and until Sponsor, or the affected Non-Residential Unit Owner (as the case may be) 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) of Section 6.2, subsection (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.

(D) Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition, or deletion which shall materially and adversely affect the interest of Sponsor's Permitted Mortgage or shall effect the priority or validity of lien of a purchase money mortgage or blanket mortgage held by an Institutional Lender shall be effective without the prior written consent of Sponsor and the Mortgage Representatives, if any, which consent shall not be unreasonably withheld, delayed or conditioned.

(E) In addition to the foregoing, 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 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 to execute, acknowledge, or deliver any instrument, or fails or refuses, within 10 days after request therefor, to take any action that such Unit Owner or Person is required to execute, acknowledge and deliver or 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, any Unit Owner, 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 10 days or 60 days with respect to a Permitted Mortgagee after request therefor, to take any action that the Condominium Board, such Unit Owner, or Person is required to execute, acknowledge and deliver or to take pursuant to these By-Laws at the request of Sponsor, a Non-Residential Unit Owner, or a Development Rights Owner solely with respect to the utilization, sale or transfer of Excess Development Rights, then Sponsor, such Non-Residential Unit Owner or a Development Rights Owner, is hereby authorized, as attorney-in-fact for the Condominium Board, such Unit Owner, or other Person, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of the Condominium Board, such Unit Owner or other Person, and such document or action shall be binding on the Condominium Board, such Unit Owner, or other Person. 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 Residential 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 Residential 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 and in the Declaration shall inure to the benefit of, and shall be binding upon, any successor or assignee of Sponsor or, with the consent of Sponsor, any transferee of all of the then Unsold Units. 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 such Non-Residential Unit Owner(s), with the consent of such Non-Residential Unit Owner(s), any transferee of such Non-Residential Unit.

Section 14.6 *Gender.* 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 a manner so 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 Residential Units are and will be used by individuals for residences.

ADDENDUM TO THE BY-LAWS

RESIDENTIAL RULES AND REGULATIONS

1. The sidewalks, entrance passages, public halls, elevators, vestibules, corridors and stairways of or appurtenant to the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Units.

2. No velocipedes, bicycles, rollerblades, skateboards, scooters, or similar vehicle shall be operated or worn in any public portions of the Building nor shall be allowed in any of the elevators of the Building other than the elevator designated by the Condominium Board or Managing Agent for such purpose, and 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 Building.

3. All service and delivery persons will be required to use the service entrances or such other entrances of the Building designated by the Condominium Board or Managing Agent. In addition, all domestic employees, messengers and tradespeople visiting the Building shall use the elevator designated by the Condominium Board or Managing Agent for the purposes of ingress and egress, and shall not use any of the other elevators for any purpose, provided, however, that caregivers 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 Residential Unit Owners, Family Members, guests, tenants, subtenants, licensees, or invitees.

4. Trunks and heavy baggage shall be taken in or out of the Building only by the elevator designated by the Condominium Board or Managing Agent for the purpose and only through the service entrances and by means of the elevator designated by the Condominium Board or Managing Agent.

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 Building, nor shall any fire exit thereof be obstructed in any manner.

6. No Residential Unit or portion of the Building 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 Building.

7. No refuse from the Residential Units shall be sent to the service area of the Building, except at such times and in such manner as the Condominium Board or Managing Agent may direct. Nothing shall be hung or shaken from any doors, windows, Terrace or patios or placed upon the window sills, of the Building, 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 Building.

9. The Condominium Board or Managing Agent may, from time to time, curtail or relocate or reconfigure any portion of the Common Elements devoted to storage or service purposes in the Building.

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 Building, or the contents thereof. No Residential Unit Owner shall permit anything to be done or kept in the Residential Unit, the Terrace, or in the Common Elements that will result in the cancellation of insurance on the Building, or the contents thereof, or that would be in violation of any Law. No Residential Unit Owner or any of any Family Members, tenants, subtenants,

agents, servants, employees, licensees, or visitors shall, at any time, bring into or keep in the Residential Unit any inflammable, combustible, toxic, noxious or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of such Residential Unit.

11. There shall be no barbecuing in the Residential Units, in their appurtenant Residential Limited Common Elements, if any, or in the Common Elements.

12. No Residential Unit Owner shall make, cause, or permit to occur any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from the Residential Unit or its appurtenant Limited 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 a phonograph, radio, television set, or other loudspeaker in such Residential Unit Owner's Residential Unit or its appurtenant Residential Limited Common Elements, if any, between midnight and the following 8:00 A.M., if the same shall disturb or annoy other occupants of the Building, and in no event shall any Residential Unit Owner practice or cause 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 4:00 P.M., unless such construction or repair work is necessitated by an emergency.

13. No bird, reptile, or domesticated animal ("Pet") shall be permitted, raised, bred, kept, or harbored in, on or about the Building unless, in each instance, the same shall have been expressly permitted in writing by the Condominium Board or the Managing Agent acting on the Condominium Board's behalf. Any such consent, if given, shall be revocable at any time by the Condominium Board or the Managing Agent in their sole discretion. The prohibition set forth in the preceding sentence shall not apply to a Residential Unit Owner who can establish that he or she was housing a Pet in the Unit Owner's Residential Unit prior to purchasing such Residential Unit ("Grandfathered Pet"). However, upon the removal or death of a Grandfathered Pet, a Residential Unit Owner shall be required to seek permission to house any replacement Pet. In no event shall any Pet be permitted in any public elevator of the Building, other than the elevator designated by the Condominium Board or the Managing Agent for that purpose, or in any of the public portions of the Building, unless carried or on leash. Pets shall not be permitted on any roof or Terrace of the Building. No pigeons or other birds or animals shall be fed from the window sills, or other public portions of the Building, or on the sidewalk or street adjacent to the Building.

14. No group tour 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 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 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 floor area of each Residential Unit (excepting only kitchens, pantries, bathrooms, closets and foyers) must be covered with rugs, carpeting, or equally effective noise reducing material.

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 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 additional or supplemental ventilator or air-conditioning device including, but not limited to, through-the-wall devices shall be installed in any Residential Unit or its appurtenant

Residential Limited 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 or satellite antenna or receiver shall be attached to or hung from the exterior of the Building by any Residential Unit Owner, and no sign, notice, advertisement, or illumination (including, without limitation, "For Sale," "For Lease," or "For Rent" signs) shall be inscribed or exposed by any Residential Unit Owner on or at any window or other part of the Building, except such as are permitted pursuant to the terms of Declaration and/or the By-Laws or shall have been approved in writing by the Condominium Board or Managing Agent. Nothing 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 Residential 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 Residential 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 Building 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 Residential Unit shall be repaired and paid for by the owner of such Residential Unit.

21. Each Residential Unit Owner shall keep the Residential Unit and its appurtenant Residential Limited 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 agents of the Condominium Board or Managing Agent, and any contractor or workman authorized by the Condominium Board or Managing Agent, may enter any room or Residential Unit at any reasonable hour of the day, on at least one day's prior notice to the Residential Unit Owner, for the purpose of inspecting such Residential Unit for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects, or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Residential Unit for its permitted purposes.

23. The Condominium Board or 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 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 Residential Rules and Regulations or under the By-Laws, and has not furnished a key to the Condominium Board or 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 Managing Agent) may forcibly enter such Residential 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).

24. If any key or keys are entrusted by a Residential Unit Owner, by any Family Member thereof, or by any tenant, subtenant, agent, servant, employee, licensee, or visitor to an employee of the Condominium or of Managing Agent, whether for such Residential Unit Owner's 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 Managing Agent shall (except as provided in Rule 23 above) be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

25. Residential Unit Owners and their respective Family Members, tenants, subtenants, 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 of the Building unless such roof is part of a Terrace, or the Unit Owner's Residential Unit.

26. No occupant of the Building shall send any employee of the Condominium or of Managing Agent out of the Building on any private business.

27. Any consent or approval given under these Residential 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 Managing Agent, be conditional in nature.

28. No Residential Unit Owner shall install or maintain any plantings on any Terrace without the prior written approval of the Condominium Board and except in compliance with Law. If approved, plantings shall be placed in containers with lightweight soil, impervious to dampness and standing on supports at least two inches from the Terrace, balcony, patio 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 a corner abutting a parapet wall, plantings may 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. Such masonry planting beds shall not, however, rest directly upon the surface of such Terrace, patio or roof but shall stand on supports at least two inches above such surface. No planting shall be permanently affixed to a Terrace, exterior wall, railing or roof surface but shall be able to be easily moved. It shall be the responsibility of the Residential Unit Owner to maintain the soil and 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, patio or roof appurtenant to a Residential 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. In the event the Condominium or Managing Agent deems it necessary to undertake a repair or replacement to any Terrace, patio or roof, then in the event that Managing Agent determines that plantings and/or other objects need to be temporarily relocated, same shall be done at the Residential Unit Owner' sole cost and expense.

29. No Residential Unit Owner shall enclose, erect a greenhouse and/or alter the Terrace appurtenant to a Residential Unit without the prior written consent of the Condominium Board and no Residential Unit Owner may have wind chimes on any Terrace or patio.

30. No Residential Unit Owner may install or place speakers on a Terrace appurtenant to a Residential Unit.

31. Complaints regarding the service of the Condominium shall be made in writing to the Condominium Board and the Managing Agent.

32. When leaving the Residential Unit for extended periods of time, Residential Unit Owners and their respective Family Members, guests, domestic employees, agents, visitors, or licensees shall keep the Residential Unit at a maximum of 80 degrees Fahrenheit from May 15 to October 15 and shall keep the Residential Unit at a minimum of 60 degrees Fahrenheit from October 15 to May 15. Any damage resulting from a Residential Unit Owner's or their respective Family Member, guests, domestic employees, agents, visitors or licensees failure to abide by the provisions of this paragraph shall be borne solely by the owner of such Residential Unit causing the damage.

33. 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.

EXHIBIT E

TO THE DECLARATION

UNIT POWER OF ATTORNEY

UNIT POWER OF ATTORNEY

Terms used in this Unit Power of Attorney which are used (a) in the declaration ("Declaration") establishing a plan for condominium ownership of the premises known as 175 West 95 Condominium ("Condominium") and by the street number 175 West 95th Street, New York, New York 10025 under Article 9-B of the Real Property Law of the State of New York, dated _____, _____, and recorded in the Office of the Register of The City of New York of the County of New York ("Register's Office") on _____, _____, as CRFN# _____ ("Declaration"), 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 Power of Attorney as in the Declaration or the By-Laws.

[Applicable to Unit Owners of Residential Units only]: 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 1226 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:

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

(c) acquire, mortgage, lease, sublease, license, convey or otherwise deal with (but not to vote the Common Interest, appurtenant to) any Residential Unit so acquired or to sublease any Residential Unit so leased;

(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; and

(e) execute, acknowledge and deliver (1) any declaration or other instrument affecting the Property which the Condominium Board deems necessary or appropriate to comply with any Law applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Property or (2) any consent, covenant, restriction, easement, or declaration, or any amendment thereto, affecting the Property which the Condominium Board deems necessary or appropriate or (3) any protest and tax certiorari proceeding documentation affecting Residential Units.

The acts of a majority of such persons constituting the Condominium Board shall constitute the acts of said attorneys-in-fact.

[Applicable to Unit Owners of Residential Units and Non-Residential Units]: 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 1226 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 Axton Owner LLC ("Sponsor") as attorney-in-fact for the undersigned, coupled with an interest, with power of substitution, to:

(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 (1) shall be required to reflect any changes in Unsold Residential Units and/or the reapportionment of the Common Interests of the affected Unsold Residential Units resulting therefrom made by Sponsor in accordance with the Declaration, or (2) shall be required by (a) an Institutional Lender designated by Sponsor to make a mortgage loan secured by a mortgage on any Residential Unit, (b) any governmental agency having regulatory jurisdiction over the Condominium, or (c) any title insurance company selected by Sponsor to insure title to any Residential Unit; or (3) shall be required to correct any inconsistencies or scriveners' errors in the Declaration, the By-Laws and/or the Floor Plans; or (4) 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 Undersigned's Unit, (ii) require a material, physical modification to the Undersigned's Unit, or (iii) 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 subdivision (i) or (ii) of this paragraph) or the holder of such mortgage (in the event described in subdivision (iii) of this paragraph) shall consent thereto by joining in the execution of such amendment. The terms, covenants and conditions contained in, and the powers granted pursuant to, this paragraph shall remain in full force and effect until such time as (i) Sponsor shall cease to own any Unit in the Condominium; and (ii) Sponsor has completed all of its obligations under the terms of the Offering Plan.

(b) to effectuate Sponsor's and/or Development Rights Owner's utilization, sale or transfer of all or any portion of the Excess Development Rights, as set forth in the Declaration.

This Power of Attorney shall be irrevocable.

IN WITNESS WHEREOF, the undersigned has/have executed this Power of Attorney as of the ____ day of _____, ____.

_____

(ACKNOWLEDGEMENT)

UNIT OWNER'S SPECIMEN TITLE POLICY

Stewart Title Insurance Company

AMERICAN LAND TITLE ASSOCIATION OWNERS POLICY (6-17-2006) WITH NEW YORK COVERAGE ENDORSEMENT APPENDED (A.L.T.A.)

SCHEDULE A

Policy No [Policy No.]

Title Number	**Effective Date**	**Amount of Insurance**
[Title No.]	[Closing Date]	[Purchase Price]

1. **Name of Insured:** [Name of Purchaser(s)]

2. **The estate or interest in the land which is covered by this policy is:** Fee Simple

3. **Title to the estate or interest in the land is vested by:**

   Who acquired title by deed from Axton Owner LLC dated [closing date] and to be recorded in the Office of the City Register of the City of New York, County of New York.

4. **The land referred to in this Policy is described herein on Schedule A Description of Premises.**

   For Information: Premises known as: The 175 West 95 Condominium
   175 West 95th Street a/k/a 733 Amsterdam Avenue,
   Unit ____, New York, NY

_____
Authorized Signatory

Stewart Title Insurance Company

SCHEDULE A
DESCRIPTION OF PREMISES

Title No. [Title No.]
Policy No. [Policy No.]

THE CONDOMINIUM UNIT (hereinafter referred to as the "Unit") in the building (hereinafter referred to as the "Building") known as **The 175 West 95 Condominium** and by the Street Number **175 West 95th Street a/k/a 733 Amsterdam Avenue**, County of New York, State of New York, said Unit being designated and described as **Residential Unit No.** ____ in a Declaration dated ____ made by **Axton Owner 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 in Exhibit A annexed hereto and by this reference made a part hereof), which Declaration was recorded in the Office of the City Register of the City of New York, County of New York, on _____ as **CRFN** _____, and has been amended as set forth on Schedule B annexed and by this reference made a part hereof (which Declaration and Amendments (if applicable) thereto are hereinafter collectively referred to as the "Declaration"). This Unit is also designated as **Tax Lot** ____ **in Block 1226** of the County of New York on the Tax Map of the Real Property Assessment Department and on the Floor Plans of the Building, Certified by _____, **Architects**, on _____ and filed with the Real Property Assessment Department on _____ **as Condominium Plan No.** ____ and also filed in the Office of the City Register of the City of New York, County of New York, on _____ **as Condominium Map No.** _____.

TOGETHER with an undivided _____ % interest in the Common Elements (as such term is defined in the Declaration).

TOGETHER with and **SUBJECT** to the rights, obligations, easements, restrictions and other provisions set forth in the Declaration, Floor plans and the By-Laws of **The 175 West 95 Condominium**, as the same may be amended from time to time (herein after referred to as the "By-Laws"), all of which shall constitute covenants running with the Land and shall bind any person having at any time any interest or estate in the Unit, as though recited and stipulated at length herein.

The land on which the building and unit is located is situated in the County of New York and State of New York and is more fully described in the Declaration of Condominium recorded in the Office of the City Register of the City of New York, County of New York, on _____ **as CRFN** _____.

EXHIBIT A

ALL THAT CERTAIN plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the easterly side of Amsterdam Avenue with the southerly side of West 96th Street;

RUNNING THENCE easterly along the southerly side of West 96th Street, a distance of 150 feet to a point;

THENCE southerly and parallel with the easterly side of Amsterdam Avenue, a distance of 201 feet 5 inches to a point in the northerly side of West 95th Street;

THENCE westerly along the northerly side of West 95th Street, a distance of 150 feet to the corner formed by the intersection of the easterly side of Amsterdam Avenue with the northerly side of West 95th Street;

THENCE northerly along the easterly side of Amsterdam Avenue, a distance of 201 feet 5 inches to the corner formed by the intersection of the easterly side of Amsterdam Avenue with the southerly side of West 96th Street, the point or place of BEGINNING.

For Information Only: Said premises are known as The 175 West 95 Condominium, 175 West 95th Street a/k/a 733 Amsterdam Avenue, Unit ____, New York, New York and designated as Block 1226 Lot ____, as shown on the Tax Map of the City of New York, County of New York.

SCHEDULE A
A.L.T.A 2006 OWNERS POLICY

SCHEDULE B

Policy No [Policy No.]
Title No [Title No.]

Showing defects, liens, encumbrances and other matters against which the Company does not, by this Policy, insure:

1. Rights or claims of tenants, as tenants only.

2. Policy will except the terms, conditions, agreements, covenants and restrictions of the deed made by The City of New York to New Amsterdam Houses, Inc., dated 10/22/69 and recorded 1/9/70 in Reel 162 page 988. (as to the non-discrimination restrictions only)

   NOTE: Certificate of Completion made by The City of New York dated 6/9/78 and recorded 6/26/78 in Reel 442 page 1989.

3. Policy will except the terms, conditions, agreements, covenants and restrictions of the Land Disposition Agreement made between The City of New York and New Amsterdam Houses, Inc., dated 10/22/69 and recorded 1/9/70 in Reel 162 page 724. (as to the non-discrimination restrictions only)

   NOTE: Certificate of Completion made by The City of New York dated 6/9/78 and recorded 6/26/78 in Reel 442 page 1989.

4. The policy will except the terms, conditions and easements set forth in the Declaration of Condominium and By-Laws **dated** _____ **and recorded** _____ in the Office of the City Register of the City of New York, County of New York, **as CRFN** _____. Policy insures that a valid condominium has been created pursuant to Article 9B of the Real Property Law, as amended.

5. The policy will except the restrictions and regulations as set forth in the By-Laws of the Condominium.

6. The policy will except any state of facts which an accurate survey and inspection of Unit would show, but policy insures that any encroachments by insured Unit upon adjoining Units or upon common elements may remain undisturbed.

7. Mortgage in the original principal amount of $[Loan Amount] made by [Purchaser(s)] to [Lender] dated [closing date] and to be recorded in the Office of the City Register of the City of New York, County of New York.

Stewart Title Insurance Company

STANDARD NEW YORK ENDORSEMENT
(Owner's Policy)

Title No [Title No.]

Attached to and made a part of Policy No. [Policy No.]

1. The following is added as a Covered Risk:

   "11. Any statutory lien arising under Article 2 of the New York Lien Law for services, labor or materials furnished prior to the date hereof, and which has now gained or which may hereafter gain priority over the estate or interest of the insured as shown in Schedule A of this policy."

2. Exclusion Number 5 is deleted, and the following is substituted:

   5. Any lien on the Title for real estate taxes, assessments, water charges or sewer rents imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as Shown in Schedule A.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

IN WITNESS WHEREOF, the Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers

DATED: [Closing Date] **Stewart Title Insurance Company**

By_____
Authorized Signatory

Standard New York Endorsement (11/1/2008)
For Use With ALTA Owner's Policy (6/17/2006)
Amended (7/1/2012)

Stewart Title Insurance Company

CONDOMINIUM ENDORSEMENT
(Owners Policy)

Title No. [Title No.]

Attached to and made a part of Policy No. [Policy No.]

The Company insures the insured against loss or damage sustained by reason of:

1. The failure of the unit identified in Schedule A and its common elements to be part of a condominium within the meaning of the condominium statutes of the State of New York.

2. The failure of the documents required by the condominium statutes to comply with the requirements of the statutes to the extent that such failure affects the title to the unit and its common elements.

3. Present violations of any restrictive covenants which restrict the use of the unit and its common elements and which are created by the condominium documents, except violations relating to environmental protection unless a notice of a violation thereof has been recorded or filed in the Public Records and is not excepted in Schedule B. The restrictive covenants do not contain any provisions which will cause a forfeiture or reversion of title.

4. The priority of any lien for charges and assessments at Date of Policy provided for in the condominium statutes and condominium documents over the lien of any insured first mortgage identified in Schedule A.

5. The failure of the unit and its common elements to be entitled by law to be assessed for real property taxes as a separate parcel.

6. Any obligation to remove any improvements which exist at Date of Policy because of any present encroachments or because of any future unintentional encroachments of the common elements upon any unit or of any unit upon the common elements or another unit.

7. The failure of title by reason of a right of first refusal to purchase the unit and its common elements which was exercised or could have been exercised at Date of Policy.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the amount of insurance.

IN WITNESS WHEREOF, the Company has caused this Endorsement to be signed on the date below to be valid when countersigned by an authorized officer of the Company, all in accordance with its By-Laws.

Dated: [Closing Date]

Countersigned *Stewart Title Insurance Company*

Authorized Signatory

ATTORNEY'S INCOME TAX OPINION

STROOCK

July 30, 2013

Axton Owner LLC
c/o Starrett Companies LLC
70 East 55th Street
New York, NY 10022

Re: Condominium Offering Plan
175 West 95th Street Condominium (the "Condominium")

Ladies and Gentlemen:

You have requested our opinion concerning (i) the deductibility, for Federal, New York State and New York City income tax purposes, of mortgage interest and real estate taxes paid by residents of New York who purchase the offered Residential Units for their own residential use pursuant to the above-referenced Condominium Offering Plan (the "Plan"), and (ii) the qualification of the Condominium as a "homeowners association" under Section 528 of the Internal Revenue Code of 1986, as amended (the "Code"). This opinion does not address the tax consequences of the ownership of Residential Units by corporations, other entities or foreign persons. Furthermore, this opinion does not address the tax consequences (including the deductibility of any mortgage interest or real estate taxes) of (i) ownership of any Unsold Unit that is a Residential Unit, any Residential Unit that is used for commercial or mixed residential/commercial purposes, or any Units other than the Residential Units, (ii) ownership or rental of any Residential Unit purchased or rented for use by the Resident Manager, or (iii) any rebates or other payments that may be made, or benefits that may be provided, to owners of the Residential Units. Except where otherwise indicated, the terms used in this opinion have the same meaning as in the Plan.

In connection with rendering this opinion, we have reviewed the Plan and have examined the schedules, exhibits and documents accompanying the Plan, including the declaration establishing, and the By-Laws governing, the operations of the Condominium (the "Plan Documents"). We have also considered the relevant sections of the Code, the New York State Tax Law, the New York City Administrative Code, the regulations promulgated thereunder and such other materials as we deemed relevant. In rendering this opinion, we have assumed that the Plan is the document pursuant to which owners of the Residential Units will acquire their Residential Units and that the relevant facts are as set forth therein.

Pursuant to the Plan, the purchaser of a Residential Unit will receive legal title in fee simple to his or her Residential Unit, coupled with ownership of an undivided interest in the appurtenant Common Elements held in common with other Unit Owners. Such purchaser will have the right to place an individual mortgage on his or her separate Residential Unit and will be liable to the local tax authority for the tax assessment with respect to his or her interest in the Property. Under these circumstances, the Internal Revenue Service (the "IRS") has ruled that the owner of a residential condominium unit may deduct interest paid on his or her mortgage indebtedness and the real estate taxes assessed and paid on his or her interest in the property to the extent otherwise allowed. Rev. Rul. 64-31, 1964-1 (Part I) C.B. 300.

Accordingly, based on the foregoing, it is our opinion that an owner of a Residential Unit who itemizes deductions and who uses his or her Residential Unit solely as a personal residence will be entitled under current law to deduct from his or her gross income for Federal income tax purposes, subject to an overall limitation on itemized deductions as may be in effect under Section 68 of the Code, real estate taxes assessed against his or her Residential Unit and paid to the local tax authority. However, no deduction for real estate taxes is permitted for purposes of the Federal alternative minimum tax. Owners of the Residential Units should consult their tax advisers regarding the applicability of the overall limitation on itemized deductions to the deductibility of real estate taxes, and the applicability to them of the Federal alternative minimum tax.

Purchasers are advised that an exemption from real estate taxes may be available for veterans and other purchasers under the New York State Real Property Tax Law, as amended, and/or various codes, rules and regulations of the City of New York. Prospective purchasers are advised to consult with their own attorneys or other advisers to determine whether the prospective purchaser qualifies for any exemption from real estate taxes.

A taxpayer generally is entitled to a deduction for Federal income tax purposes for interest paid with respect to a principal and one secondary residence (each a "qualified residence") to the extent that the interest is attributable to indebtedness which is secured by the qualified residence and which is (i) incurred in acquiring, constructing or substantially improving the qualified residence (or which constitutes a refinancing of such indebtedness, to the extent that the indebtedness does not exceed the amount of the refinanced debt), up to a maximum of $1,000,000 for any period ($500,000 in the case of a married individual filing a separate return) ("acquisition indebtedness"), and (ii) indebtedness, up to the excess of the fair market value of any one qualified residence over the amount of acquisition indebtedness with respect to such residence ("home equity indebtedness"), but not to exceed $100,000 ($50,000 in the case of a married

individual filing a separate return) in the aggregate for the qualified residences of the taxpayer in any period. Accordingly, an owner of a Residential Unit who itemizes deductions and uses his or her Residential Unit as a qualified residence will be entitled, under current law, to deduct from his or her gross income for Federal income tax purposes, subject to an overall limitation on itemized deductions as may be in effect under Section 68 of the Code, interest paid or accrued by him or her on (i) acquisition indebtedness incurred with respect to his or her Residential Unit to the extent that such indebtedness, when added to the amount of acquisition indebtedness incurred with respect to a second qualified residence (if any), does not exceed $1,000,000 ($500,000 in the case of a married individual filing a separate return) and (ii) home equity indebtedness with respect to his or her Residential Unit to the extent that such indebtedness, when added to the amount of home equity indebtedness incurred with respect to a second qualified residence (if any), does not exceed $100,000 ($50,000 in the case of a married individual filing a separate return). Since the rules and limitations regarding the deductibility of home mortgage interest are complex, purchasers are urged to consult their tax advisers regarding the application of such rules and limitations to them, as well as regarding the deductibility of interest with respect to their Residential Units for Federal alternative minimum tax purposes (which at present is subject to rules different than those described above for regular tax purposes). In addition, owners of Residential Units should consult their tax advisers regarding potential limitations on the deductibility of points and prepaid interest, if any, on their mortgage loans and any overall limitation on the allowance of itemized deductions.

Each owner of a Residential Unit who uses his or her Residential Unit solely as a residence will generally be entitled to the same deduction for mortgage interest and real estate taxes paid or accrued with respect to his or her Residential Unit for New York State and New York City income tax purposes as is allowed for Federal (regular) income tax purposes. However, under New York State and New York City income tax law, itemized deductions, such as interest and real estate tax deductions, are subject to reduction by as much as 100% in the case of individuals having income exceeding certain prescribed levels. Furthermore, purchasers should consult their tax advisers to determine the application, if any, of the New York State and New York City minimum taxes to the deduction for mortgage interest and real estate taxes with respect to their Residential Units.

If the Condominium qualifies as a homeowners association within the meaning of Section 528 of the Code, it may elect not to be subject to Federal income tax on amounts received as membership dues, fees or assessments from Residential Unit Owners. However, even if the election is made, the Condominium will remain liable

for Federal income tax on any taxable income it may have from other sources, such as interest earned on any reserve or working capital funds.

To qualify as a homeowners association, the Condominium must meet all of the following conditions: (1) it must be organized and operated to provide for the acquisition, construction, management, maintenance and care of association property, (2) at least 60% of its gross income for each taxable year must consist solely of amounts received as membership dues, fees or assessments from the Residential Unit Owners, (3) 90% or more of its expenditures for each taxable year must be made for the acquisition, construction, management, maintenance and care of association property, (4) no part of its net earnings can inure to the benefit of any private shareholder or individual (other than by acquiring, constructing, or providing management, maintenance, and care of association property, and other than by rebate of excess membership dues, fees, or assessments), (5) the Condominium must elect to be treated as a homeowners association, and (6) at least 85% of the total square footage of all Units within the Condominium must be used by individuals for residential purposes. See Treasury Regulation § 1.528-4(b). The qualification of an organization under the provisions of Section 528 is to be determined annually at the close of each taxable year, and it is possible, therefore, that if the Condominium does not qualify in one year, it may nevertheless qualify in one or more future years.

Based on the information contained in the Plan, less than 85% of the total square footage of all Units of the Condominium will be used by individuals for residential purposes within the meaning of Treasury Regulation § 1.528-4(b). Accordingly, assuming the Plan becomes effective during the Condominium's first taxable year and there are no changes in the facts and/or the relevant provisions of current law, the Condominium will not be eligible to elect to be treated as a homeowners association under Section 528 for its first taxable year.

Absent the application of Code Section 528, the present state of Federal law is unclear as to the precise tax status of the Condominium. An entity classification regime was adopted in regulations issued by the United States Treasury Department on December 17, 1996 and there is no authority addressing the application of those entity classification regulations to condominiums. Provided that the Condominium is not incorporated under any relevant provision of New York State law, the Condominium Board, as agent of the Unit Owners under the Condominium's By-Laws, may take the position that the Condominium is not a separate entity and accordingly is not subject to the classification regime. In such case, the Unit Owners would, in the aggregate, include in their gross income and be taxed on all income earned by the Condominium (which income may include interest or similar income earned from interim investments of the amounts assessed and collected from the Unit Owners), reduced by the expenses

incurred in earning such income. For this purpose, the Common Charges should not be considered income earned by the Condominium through the Condominium Board collecting such charges. If, however, the Condominium is properly treated as a separate entity, and is not incorporated under any relevant provision of New York State law, the Condominium may elect to classify itself as a corporation under the currently applicable Federal entity classification regime. If the Condominium files an election to be classified as a corporation, it would be considered a separate taxpayer with respect to income (potentially including the Common Charges, among other things) and deductions and return filing requirements and would be subject to Federal corporate income tax. If the Condominium does not file an election to be treated as a corporation and is treated as a partnership, the partnership would not be subject to an entity level tax; the items of income and deduction of the partnership (potentially including the Common Charges, among other things) generally would be reflected on the separate income tax returns of each of the Unit Owners in accordance with the provisions of Subchapter K of the Code, and the partnership would be required to file information returns.

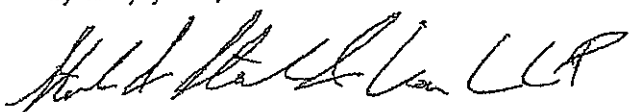
The precise tax status of the Condominium for New York State and New York City tax purposes is also unclear. The relevant New York State and New York City laws incorporate by reference federal entity classification provisions which, as discussed above, do not specifically address the treatment of condominiums. If the Condominium is properly treated as a separate entity that is an association taxable as a corporation for Federal income tax purposes, it appears likely that the Condominium would be subject to the New York State Corporation Franchise Tax and the New York City General Corporation Tax. If the Condominium does not constitute an association that is taxable as a corporation for Federal income tax purposes, it is still possible, although not certain, that the Condominium might be subject to the New York State Corporation Franchise Tax. Further, in such event, the Condominium likely would be subject to the New York City Unincorporated Business Tax, unless it were eligible for and elected treatment under Code Section 528 as a homeowners association.

To ensure compliance with requirements imposed by the IRS in Circular 230, we hereby inform you that (i) any tax advice contained in this opinion is not intended or written to be used, and cannot be used, by any taxpayer for the purpose of avoiding penalties under the Code, (ii) any such tax advice is written to support the promotion or marketing of the transactions or matters addressed in this Opinion and the Plan, and (iii) each Unit Owner, each potential Unit Owner, the Sponsor and the Condominium should each seek advice based on its particular circumstances from an independent tax advisor.

We express no views as to any Federal, New York State or New York City tax consequences other than those explicitly discussed in this opinion, or as to the tax status or tax consequences of the Plan under the laws of any other U.S. or foreign jurisdiction. Moreover, this opinion, while based on existing rules of law applied to the facts and documents referred to above, is not binding on the IRS, the New York State Department of Taxation and Finance, the City of New York Department of Finance or any court. No assurances can be given that the tax laws upon which we base this opinion will not change. In no event will the Sponsor, Stroock & Stroock & Lavan LLP, the Condominium Board, the Selling Agent or any other person be liable if there are changes in the facts on which we have relied in issuing this opinion or if there are changes in the applicable statutes, regulations, decisional law or the IRS and New York State and New York City rulings on which we have relied, which cause the owners of the Residential Units not to be entitled to the income tax deductions described herein, or which would affect the tax treatment of the Condominium as described herein.

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

Very truly yours,



STROOCK & STROOCK & LAVAN LLP

NY 74636487v2

REAL ESTATE TAX PROJECTION OPINION

STROOCK

212-806-5400

July 25, 2013

Axton Owner LLC
c/o Starrett Development LLC
Heron Tower
70 East 55th Street 7th floor
New York, NY 10022
Attention: Paul Kahn

Real Estate Tax Projection
175 West 95 Street
Manhattan Block 1226, Lot 1

Dear Mr. Kahn:

You requested and we provide here a real estate tax projection for the first year of condominium operation based on the most recently available information on the tax assessment for this property, New York City's assessment practices and applicable law, as well as your description of the current rental operation, ongoing commercial renovation and expansion project and proposed condominium regime.

1. The building

You have advised us as follows: The existing 27-story building at this location will be converted to condominium ownership. The building has 229 apartments and a garage. A project currently underway that involves expansion and renovation of the commercial space on the cellar, ground and second floors. The primary uses and gross floor areas of the building will be approximately as follows on completion of that project:

Use	Unit	Floors	Common interest %	Square feet
Garage	CU1	SC, C, 1	10.0048%	38,322
Retail	CU2	C, B, 1	7.4103%	21,774

Use	Unit	Floors	Common interest %	Square feet
Community facility	CU3	1, 2	4.1221%	10,965
Residential units, residential amenities and related space	02A-28J	C, 1-27	78.4628%	218,764
Total			100.0000%	289,825

The current expansion and renovation project will build out the ground floor to cover almost all of the lot and add space on the second floor. The additional enclosed, above-grade space is approximately 16,280 square feet. The project will also change the use of some of the existing space in the cellar, ground floor and second floor and make repairs to the façade. The additional space will be for commercial, community facility residential amenity, mechanical and storage uses. The project currently under way is not expected to make material changes to the apartments, apart for the addition of some unenclosed terrace space on the 2nd floor.

For purposes of valuation, the New York City Department of Finance ("Finance"), has traditionally used gross square footage, excluding only mechanical and other space deemed not rentable that is located below grade or above the main roof. In recent years, we have observed that Finance's total gross area for new or expanded buildings is often based on the floor area stated in the application for a building permit. In the case of mixed-use condominiums, Finance's floor area for the commercial units are often identical to the floor area listed in the condominium declaration. In these cases, Finance's measurement for the residential area is usually the gross area of the entire building less the area of the commercial units.

Finance's current gross area for the building, which does not yet reflect the expansion, is 235,426 square feet. You have advised that the zoning floor area for the building after expansion will be 251,503 and this figure appears in the permit application. The floor area of the garage unit is 38,322. The sum of these is 289,825. We assume that this is the figure that Finance will use for measuring the building for the 2014/15 and subsequent tax years. However, the actual floor area used by Finance may be more or less.

You have advised that completion of the current expansion and renovation project is expected early in 2014. Based on the filed permits and information supplied by you, we estimate that Finance will consider the value added by the project to be approximately

$6,500,000 although the actual cost, including change orders and soft costs may be greater.

2. New York City real estate tax calendar

New York City ("the City") levies real estate taxes as of the first day of the City's fiscal year: July 1 – June 30. The City adjusts its tax value estimates annually for all properties. Prior to the beginning of the tax year, Finance publishes tentative assessments on or about January 15, based on the condition and value of property as of January 5 (the "Taxable Status Date"), and publishes final assessments on or about May 25. In June, City officials calculate annual tax liabilities and issue tax bills based on the final assessed values and the most recently determined tax rates. Commonly, the rates are adjusted retroactively during the tax year. Taxes are payable in advance in semi-annual installments on July 1 and January 1, except that separately assessed condominium units that have assessed values of $250,000 or less are allowed to pay in quarterly installments on July 1, October 1, January 1 and April 1.

3. Separate assessment

Currently the property is designated as a single tax lot. When the office of the City Register records the condominium declaration and floor plans, and the City Tax Map Office changes the City's tax map based on the declarant's application, the Property Division will assess each individual condominium unit as a separate tax lot on subsequently published assessment rolls. The Register, Tax Map Office and Property Division are offices within Finance.

Finance issues tax bills prior to the beginning of each quarter. In most cases Finance will issue separate tax bills for each unit no later than the first quarter of the tax year that begins after the publication of the first assessment roll that lists the units as separate tax lots. Until that time Finance may continue to issue a single tax bill for the entire property. In some instances, however, Finance may issue separate bills after the designation of the condominium lots on the City's tax map but before the first publication of separate assessments. We make no representation as to the first assessment roll or tax bill for which Finance will separately assess and tax the units. Purchasers who take title during tax periods prior to the establishment of separate assessments may be required to pay an allocated portion of the tax bill for the property as a whole, as specified in the offering plan.

4. Scope of this projection

The first year of condominium operation, the year beginning January 1, 2014, consists of portions of two New York City tax years: 2013/14 and 2014/15. The most recently established assessed values are the final assessments for the 2013/14 tax year. The most recently established final tax rates are for the 2012/13 tax year. In order to provide real estate tax projections for the first year of condominium operation we have projected the assessed values for 2014/15 and tax rates for 2013/14 and 2014/15.

As further explained below, this projection has only very limited relevance for purposes of estimating the real estate tax liabilities that may apply after the first year of condominium operation.

5. Limitations

This projection is not a guarantee. It is not binding on the City.

In making our projection we have, with your consent, relied on the information provide by you and have not made an independent investigation as to these facts.

We have used our best professional judgment and knowledge of the applicable law and practice to make this projection as accurate as possible. However, we cannot guarantee that the actual taxes will be as projected and make no representation to that effect.

The projection of assessed valuations and taxes for a future year necessarily requires a number of assumptions as to facts that cannot be determined with certainty. Therefore, anyone using this projection must consider the possibility that the Actual Assessments, taxable assessed values and tax liabilities may be substantially more or less than projected.

These projections are approximate. It is normal to find a substantial range of assessed values for similar properties. Our projections fall within the range of observed values for similar residential condominiums in Manhattan and are adjusted for expected assessment and tax rate growth based on historical averages.

Further, assessed valuations and tax rates are subject to annual adjustment. Exemptions and abatements are of limited duration. Therefore, this projection cannot be assumed to predict the amount of taxes payable in the years following the period covered.

Finally, this projection is based on current state and local law and established local administrative practices. These laws and practices are subject to changes that could substantially affect future tax liabilities. We make no representation or guarantee that the

existing laws and practices will remain in effect and have not undertaken any obligation to notify you or third parties if we become aware of change in facts, laws or administrative practices that might affect the projection.

6. Factors affecting tax liability

The real estate tax payable for each tax year by the owner of a condominium unit in New York City is determined by the following:

- The full value of the property or major portion, as estimated for tax purposes.
- The portion of the full value allocated to the unit in question.
- The tax class of the unit.
- The level of assessment.
- Transition Assessments.
- Partial exemptions to which the property is entitled by law.
- The tax rate for the relevant tax class.
- Tax abatements to which the owner is entitled by law.

7. Potential for correction of assessment on appeal

The assessed values, and the underlying estimates of market value and level of assessment, are determined initially by Finance and are subject to review on appeal to the City's Tax Commission and the courts. Determinations of tax class and eligibility for exemption, and calculation of Transition Assessments, exemptions and abatements are also subject to review. If the initial determination of any of these factors is affected by error, it may be corrected on appeal. However, there is a risk that the appeal will be unsuccessful or delayed and appeals are almost always resolved by settlement, which often provide only partial redress. Real estate taxes must be paid while under appeal and, while some appeals can be completed before the taxes are due, others may remain unresolved several years after the tax is paid. The timely preservation of the right to appeal the assessment is currently your responsibility as owner and, after the condominium commences operations, the unit owners acting individually or, most commonly for residential units, through the board of managers as agent for the owners.

8. Full value estimate

Valuation of the property for tax purposes is governed by New York Real Property Law § 339-y and Real Property Tax Law § 581. These provisions require that condominiums be valued without regard to their ownership in condominium form. The assessing officials must view a residential condominium as if were owned and operated as a rental property, determine a value for the property as a whole and then allocate that value to the individual units.

The aggregate value of the condominium units determined pursuant to these provisions of law is usually substantially less than the value that would be determined by adding together the sales prices of the individual units. The law precludes the use of unit sale prices for purposes of determining the value of the condominium as a whole.

In practice, the state law requiring valuation as if the property were a rental mandates primary reliance on the income approach to value, using estimated rents and expenses that would be expected if the property were operated as a rental. Consistent with the law, it has been the practice in New York City to rely primarily on the income approach to value residential condominiums. Under the income approach, value is estimated by capitalizing an anticipated net operating income.

As a large percentage of the apartments are currently rented and subject to rent regulation, the valuation should take into account the actual rents collectible for those units and use estimated rents for the remaining apartments. The estimated rents should be derived from similar buildings operated as rentals, which would typically include a mix of rent-regulated and free-market rents, with adjustments for differences between the subject and comparable buildings that can be objectively supported by observation of the market.

In order to project the full value that will be the basis for taxes for the first year of condominium operation, we simulated the valuation method currently used by Finance to determine estimated market values for the relevant future period. The most significant factors informing this estimate are the estimated gross income, the operating expenses and the capitalization rate.

Finance often values mixed-use condominiums by first separately valuing the residential and nonresidential components. For the purpose of this projection we have therefore determined separate assessed value estimates for the residential and commercial portions of the building, which are set forth in the Conclusion. However, we project that the assessment for the next tax year will be based on a valuation of the building as whole

with the separate values being allocated portions of that total value. In this case, in the absence of separate valuations for the components, the allocation will likely be based on each portion's share of the common interests as set forth in the condominium declaration.

In subsequent years, Finance will probably separately value the residential portion of the building and either value the entire commercial portion as a whole, or separately value each commercial unit or group of similar units.

In projecting the valuation for the next tax year, we developed an income estimate for the residential section of the building based on the actual income reported for calendar year 2012, adjusted for time and vacancy. For the commercial areas we projected income based on Finance's published guidelines and reflecting the expanded floor area and change in use. We combined these to develop a single gross income estimate.

We developed operating expenses and capitalization rates based on Finance's published guidelines and our observation of how these guidelines have been applied to this property and other similar properties.

We tested the resulting value per gross square foot against the values most recently set by Finance for similar, condominium, co-op and rental buildings, adjusting the values for the time difference between the current assessments and the projection period.

The substantial number of rent-regulated apartments in the building poses a special problem for projection of the future assessed values. In similar situations, we have seen Finance continuously over-estimate the rental income by failing to consider the actual income generated by the apartments owned by the condominium sponsor and subject to rent regulation. In these cases, it has been necessary to obtain an appropriate valuation the review process at the Tax Commission or through litigation. Finance has stated a desire to avoid these errors in the future and has been collecting data on the rents paid to condominium sponsors. However, it is too soon to know if these efforts will result in material improvement in the accuracy of valuations in these situations.

Although the possibility of a higher valuation and the uncertainty of success if an appeal is required pose risks, we believe that our projections represent the most probable full values for tax purposes for the time period at issue.

9. Allocation of value to individual units

Beginning with the first assessment roll prepared after the apportionment of the property into separate lots, and in each subsequent year, the Property Division will allocate the estimated total property value to each of the separate tax lots. The law does not prescribe a single method for the allocation of the total value. The stated current practice of Finance is to allocate the residential value based on the common element percentages specified in the condominium declaration. In a mixed-use building, Finance may, in some cases, use the common interest percentages to allocate all of the values, but often modifies this method by first separately valuing the residential and nonresidential portions of the building and then allocating these values among the units within each of the portions according to each unit's share of the total common interest for the portion in which it is situated.

There is no guarantee that the City will continue to use the common interest percentages for allocating the total values in the future. In the past, other methods have been used, including allocation based on each unit's asking or selling price relative to the total of all unit prices.

10. Tax class

The tax class designation of a property determines the applicable level of assessment, transition phase-in rules, and tax rate. Currently, the property is assessed as a single tax lot, which is designated as Class 2 property. Upon separate assessment, the individual dwelling units will also be designated as Tax Class 2 property, which is defined by New York Real Property Tax Law §§ 1801 and 1802 as property used primarily for residential purposes, other than certain property (primarily one, two and three family homes and townhouse condominiums) that is defined as Tax Class 1 property. The commercial units will be designated as Class 4 property when separately assessed.

11. Level of assessment and Actual Assessments

The level of assessment is the relationship between market value, as determined for tax purposes, and the nominal valuation that forms the basis for the property's individual tax bill. This fractional valuation is referred to as the Actual Assessment.

State law permits New York City to determine a uniform level of assessment, not more than 100%. The City, has chosen to assess Tax Class 2 and Tax Class 4 properties at 45% of full value since the 1984/85 tax year.

Although the City may change the level of assessment in the future, we assume the 45% level of assessment will continue and, therefore, multiply our projection of the full values by 45% to project the Actual Assessments.

12. Transition Assessments

Annual assessments changes for Tax Class 2 and 4 properties are subject to a transition phase-in if they are not attributable to construction, renovation or other physical cause. Taxes are based on the lesser of the Actual or Transition Assessment.

The Transition Assessment is based on the Actual Assessments for the current and previous five years. In order to project future Transition Assessments, we have allocated the current and past assessments proportionately to the projected Actual Assessments for the major portions of the building.

In projecting the Transition Assessments we have estimated an increase due to the value added by the expansion and renovation project, which is not subject to phase in, and then applied the phase-in to the balance of the year over year change in Actual Assessment. In estimating the value to be added for the construction work for the next tax year, we assumed that, as of the Taxable Status Date of January 5, Finance would deem the work 75% complete. We then applied this percentage to the estimated total value added by the project and added it to the prior year's Actual Assessment at the 45% level of assessment. Previously, as described above, we had projected the new Actual Assessment for the next tax year by developing a full value through the income approach and applying the 45% level of assessment. The difference between the Actual Assessment for the prior year, adjusted by the value added by construction, and the Actual Assessment for the following year is subject to the five-year phase-in.

When the Transition Assessment is less than the Actual Assessment, the tax bill will be based on the Transition Assessment. The resulting tax savings are temporary, and will disappear as the difference between the Actual and Transition Assessment is phased in. However, future assessment increases, other than those due to completion of the construction work, which may be expected due to growth in rental values, will be similarly phased in over successive five-year periods.

13. Partial exemptions

Partial exemptions from real property tax, where authorized by New York State law, are implemented by Finance by deducting the prescribed amount of exempt assessed

value from the total assessed value that would otherwise be the basis for the tax bill. The resulting amount is the taxable assessed value.

We have not made any allowance in our estimate for partial exemptions.

Many newly built apartment buildings and apartments in buildings that were extensively renovated or converted from commercial use receive partial exemption benefits under the Section 421-a or J51 programs. The subject property is not eligible for either of these exemption benefits or any other building-wide exemption. However, upon separate assessment of the units, individual owners may apply for and obtain personal exemptions for which they qualify.

The STAR program provides a basic benefit of approximately $300 for primary residents with a household income less than $500,000. Other benefits may be available to war veterans, clergy and persons with limited income who are over 65 or disabled. The application deadline for STAR and other personal benefits is currently March 15 prior to the beginning of the tax year.

14. Tax rate

The City Council sets a tax rate for each tax class as part of the City's annual budget process. The building is now designated, and the residential units will remain, as Class 2 property. The commercial units will be Class 4 property. The most recently established tax rates for Tax Class 2 and 4 properties are as follows:

Tax year	Class 2	Class 4
02/03	11.5405%	10.6780%
03/04	12.6200%	11.4310%
04/05	12.2160%	11.5580%
05/06	12.3960%	11.3060%
06/07	12.7370%	10.9970%
07/08	11.9280%	10.0590%
08/09	12.5960%	10.2410%
09/10	13.2410%	10.4260%

Tax year	Class 2	Class 4
10/11	13.3530%	10.3120%
11/12	13.4330%	10.1520%
12/13	13.181%	10.288%

Tax rates change annually. The factors affecting the tax rate are the amount of the annual tax levy required by the City's budget, subject to limits imposed by state law, the allocation of the tax levy among the tax classes, which is also regulated by state law, and the aggregate taxable assessed valuation of all property in the tax class, a product of the City's annual assessment process.

Tax rates for the various tax classes have changed both up and down over the 30 years during which the City has had separate class tax rates. Typically, annual rate changes are within a range of plus or minus 2% and vary by class, although greater increases affecting all classes have occurred in a few years when the City had a shortfall in revenues from other sources.

We have projected rates for future tax years by trending the most recently established rates.

The gross annual tax liability of the property and, upon separate assessment, each unit, is determined by multiplying the taxable assessed value by the applicable tax rate.

15. Abatements

Abatements authorized by law may be applied against the gross tax liability to reduce the amount that is required to be paid.

The building currently has an abatement under the J51 program that was granted for improvements made prior to July 1, 2007. The annual value of the abatement is approximately $25,767 or about 2.5% of the building's current gross tax liability. A reduced abatement will be received in the final year of the benefit, which we project will be the year ending June 30, 2018. Upon separate assessment, the J51 abatement will be allocated among the residential units.

A cooperative and condominium abatement applies to most residential condominiums in New York City under a program that has been authorized by a series of temporary

state laws since 1997. The current program was renewed and modified in January 2013 and expires June 30, 2015.

In order for a new condominium to qualify for the program, the board of managers must apply no later than February 15 prior to the beginning of the tax year. As we project that the units will not be separately assessed until May 25 of the next tax year, we assume that the building will not qualify for the condominium abatement for that tax year, which is the last tax year of the abatement program as currently authorized.

If the legislation authorizing the condominium abatement is again renewed, and the current eligibility requirements remain in place, the building could, upon application by the board of managers, qualify for the first tax year for which the units are separately assessed as of the preceding January 5 Taxable Status Date. Owners who can establish that they use an apartment in the building as a primary residence may then qualify for a 17.5% abatement of the annual tax liability provided that they are not sponsors, affiliates or successors of the sponsor, or owners of more than three units in the building. Finance may take the position that limited liability companies, corporations, partnerships and some or all trusts do not meet the residency requirements for the abatement.

It cannot be determined at this time if the condominium abatement program will be renewed or for which tax year the building will meet the requirement of separate assessment. Further, if the program is renewed, the eligibility requirements and benefit levels may change.

For purposes of this projection we have not applied any reduction of taxes on account of the availability of the condominium abatement.

16. Conclusion – projected real estate taxes

For the 2013/14 tax year we assume that there will be single tax bill for the entire building based on the published final assessment and a final tax rate to be established later in 2013. For the 2014/15 tax year, we assume that the tentative assessment published on or about January 15, 2014, will also be for the building as a whole, and will be generally consistent with valuations for prior years, but will reflect adjustments for a partially complete renovation and expansion project affecting the commercial space. We further assume that, following recording of the condominium declaration and floor plans, separate assessments for the 2014/15 tax year will first occur on the final assessment roll published on or about May 25, 2014, and that the final assessments for the several units, both commercial and residential, for that tax year will be based on an allocation of the tentative valuation for the whole building.

Although we assume separate assessment and taxation for 2014/15, we do not know if that will in fact occur. Owners may be required to pay a portion of the total bill based on the Common Interest Percentages assigned to their units, which may result in a greater tax than the tax based on this projection.

We provide full values per square foot of gross building area as a means of evaluating the projected assessed full value for the condominium as a whole; they are not intended and cannot be used to project the taxes for individual units.

Projected real estate taxes for the first year of operation are as follows:

First year of operation	Jan - Dec 2014		
NYC Tax Year		2013/14	2014/15
Valuation date		1/5/2013	1/5/2014
% of tax year allocable		50%	50%
Building as a whole			
Condominium units			232
Common interest %			100.0000%
Gross floor area			289,825
Full value per sq. ft.			95
Full value		21,052,000	27,426,000
Level of assessment		45.00%	45.00%
Actual Assessment		9,473,400	12,341,700
Transition Assessment		7,559,010	10,792,350
Taxable assessed value		7,559,010	10,792,350
Tax class		2	
Tax rate		13.247%	
Gross annual tax		1,001,335	
J51 abatement		25,767	
Net annual tax		975,568	
Residential units			
Condominium units			229

Real Estate Tax Projection
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First year of operation NYC Tax Year	Jan - Dec 2014	2013/14	2014/15
Common interest %			78.4628%
Gross floor area			218,764
Full value per sq. ft.			98
Full value			21,519,203
Level of assessment			45.00%
Actual Assessment			9,683,641
Transition Assessment			8,467,978
Taxable assessed value			8,467,978
Tax class			2
Tax rate			13.313%
Gross annual tax			1,127,354
J51 abatement			25,767
Net annual tax	$933,523	765,458	1,101,587
CU1 – Garage Unit			
Common interest %			10.0048%
Gross floor area			38,322
Full value per sq. ft.			72
Full value			2,743,920
Level of assessment			45.00%
Actual Assessment			1,234,764
Transition Assessment			1,079,754
Taxable assessed value			1,079,754
Tax class			4
Tax rate			10.350%
Net annual tax	$104,678	97,604	111,753
CU2 – Retail Unit			
Common interest %			7.4103%
Gross floor area			21,774
Full value per sq. ft.			93

First year of operation	Jan - Dec 2014		
NYC Tax Year		2013/14	2014/15
Full value			2,032,358
Level of assessment			45.00%
Actual Assessment			914,561
Transition Assessment			799,749
Taxable assessed value			799,749
Tax class			4
Tax rate			10.350%
Net annual tax	$77,533	72,293	82,773
CU3 – Community Facility Unit			
Condominium units			1
Common interest %			4.1221%
Gross floor area			10,965
Full value per sq. ft.			103
Full value			1,130,520
Level of assessment			45.00%
Actual Assessment			508,734
Transition Assessment			444,868
Taxable assessed value			444,868
Tax class			4
Tax rate			10.350%
Net annual tax	$43,128	40,214	46,043

These conclusions are subject to the Limitations set forth above.

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

Very truly yours,

Stroock & Stroock & Lavan LLP

STROOCK & STROOCK & LAVAN LLP

FORM W-8
(CERTIFICATION OF FOREIGN STATUS)

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

FORM W-9
(REQUEST FOR TAXPAYER IDENTIFICATION NUMBER)

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.

ESCROW AGREEMENT

ESCROW AGREEMENT FOR OFFERING PLAN

AGREEMENT made as of the filing date of the Offering Plan (defined below), between Axton Owner LLC ("SPONSOR") as SPONSOR of the Offering Plan and Starr Associates LLP ("ESCROW AGENT") as escrow agent.

WHEREAS, SPONSOR is the SPONSOR of an offering plan for premises known as 175 West 95 Condominium and located at 175 West 95th Street, New York, New York 10025 ("Offering Plan"); and

WHEREAS, ESCROW AGENT is authorized to act as an escrow agent hereunder in accordance with New York General Business Law ("GBL") Sections 352-e(2-b) and 352-h and the New York Department of Law's regulations promulgated thereunder; and

WHEREAS, SPONSOR desires that ESCROW AGENT act as escrow agent for deposits and payments by purchasers or subscribers, pursuant to the terms of this Agreement and the Offering Plan, and in accordance with the provisions contained in the Escrow Rider to the Purchase Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and other good and valuable consideration, the parties hereby agree as follows:

1. ESTABLISHMENT OF THE ESCROW ACCOUNT.

1.1. ESCROW AGENT will establish a master escrow account for the purpose of holding deposits, down payments, advances or payments ("Deposits") made by purchasers or subscribers ("Purchasers") pursuant to the Offering Plan at a commercial or savings bank authorized to do business in the State of New York entitled "Starr Associates LLP, Escrow Account" ("Master Escrow Account").

1.2. All Deposits will be placed initially in a non-interest bearing checking portion of the Master Escrow Account. If ESCROW AGENT receives a completed and signed Form W-9 (Request for Taxpayer Identification Number) or Form W-8 (Certificate of Foreign Status), as applicable, from a Purchaser at the time the Deposit is delivered to ESCROW AGENT, the Deposit of such Purchaser will be promptly transferred from the non-interest bearing checking portion of the Master Escrow Account into an individual interest bearing sub-escrow account in the name of such Purchaser. At such time as the Deposit is released, the Deposit will be transferred from the individual sub-escrow savings account to the non-interest bearing checking portion of the Master Escrow Account so that checks may be drawn thereon.

1.3. ESCROW AGENT has designated the following attorneys to serve as signatories for the Master Escrow Account: Allan Starr, Esq., Andrea L. Roschelle, Esq., Samantha Sheeber, Esq. and Jane Rosenberg, Esq. ("Authorized Signatories"). All Authorized Signatories are admitted to practice law in the State of New York. ESCROW AGENT and all Authorized Signatories have an address of 245 Fifth Avenue, Suite 1102, New York, New York 10016, and a telephone number of (212) 620-2680.

1.4. Neither ESCROW AGENT nor any Authorized Signatories on the Master Escrow Account are the Sponsor, Selling Agent, Managing Agent (as those terms are defined in the Offering Plan), or any principal thereof, or have any beneficial interest in any of the foregoing.

1.5. ESCROW AGENT and all signatories designated herein hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of this Agreement or otherwise concerning the maintenance of or release of the Deposit from escrow.

1.6. The Master Escrow Account is not an IOLA account established pursuant to Judiciary Law Section 497.

1.7. All interest will be credited to Purchaser at such time as: (i) there is a closing under the Purchase Agreement (defined below), or (ii) Purchaser is entitled to a return of the Deposit. All interest will be credited to SPONSOR only in the event there is a consummation of the Offering Plan (i.e., the Offering Plan is declared effective) and Purchaser defaults.

2. DEPOSITS INTO THE ESCROW ACCOUNT.

2.1. All Deposits received from Purchasers prior to closing, whether in the form of checks, drafts, money orders, wire transfers, or other instruments which identify the payor, shall be deposited into the Master Escrow Account. All instruments to be deposited into the Master Escrow Account shall be made payable directly to the order of "Starr Associates LLP, Escrow Agent". Endorsed instruments will not be accepted. Any instrument payable other than as required hereby, and which cannot be deposited into the Master Escrow Account, shall be returned to the Purchaser promptly, but in no event more than five (5) business days following receipt of such instrument by ESCROW AGENT. In the event of such return of Deposits, the instrument shall be deemed not to have been delivered to ESCROW AGENT pursuant to the terms of this Agreement.

2.2. Within ten (10) business days after tender of the Deposit submitted with the purchase agreement or subscription agreement ("Purchase Agreement"), ESCROW AGENT shall notify the Purchaser of the placement of the Deposit into the Master Escrow Account, provide the account number, and disclose the initial interest rate. If the Purchaser does not receive such notification within fifteen (15) business days after tender of the Deposit, the Purchaser may cancel the Purchase Agreement and rescind within ninety (90) days after tender of the Deposit. 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, New York, 10271 ("Department of Law"). Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely deposited in accordance with the Department of Law's regulations concerning the Deposit and requisite notice was timely mailed to the Purchaser.

3. RELEASE OF FUNDS.

3.1. Under no circumstances shall Sponsor seek the release of the Deposits of a defaulting Purchaser until after consummation of the Offering Plan (i.e., the Effective Date). Consummation of the Offering Plan shall not relieve SPONSOR of its fiduciary and statutory obligations pursuant to GBL §§ 352(e)(2-b) and GBL Section 352-h.

3.2. ESCROW AGENT shall release the Deposit if so directed:

3.2.1. pursuant to terms and conditions set forth in the Offering Plan and Escrow Rider to the Purchase Agreement, upon closing of title to the Unit; or

3.2.2. in a subsequent writing signed by both SPONSOR and the Purchaser; or

3.2.3. by a final, non-appealable order or judgment of a court.

3.3. If the Deposits are not released pursuant to paragraph 3.2 and ESCROW AGENT receives a request by SPONSOR or Purchaser to release the Deposits, ESCROW AGENT shall give both parties prior written notice of not fewer than 30 days before releasing the Deposits. If ESCROW AGENT has not received notice of objection to the release of the Deposits at the expiration of the 30 day period, the Deposits shall be released and ESCROW AGENT shall provide further written notice to both parties informing them of the release of the Deposits. If ESCROW AGENT receives a written notice from either party objecting to the release of the Deposits within the 30 day period set forth in the notice, ESCROW AGENT shall continue to hold the Deposits until otherwise directed pursuant to paragraph 3.2. However, ESCROW AGENT shall also have the right at any time to deposit the Deposits with the clerk of a court in the county in which the Unit is located and shall give written notice to both parties of such deposit.

3.4. SPONSOR shall not object and will be deemed to have agreed, without the need for a written agreement, to the release of the Deposit to:

3.4.1. a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Offering Plan or an amendment to the Offering Plan, or

3.4.2. all Purchasers after an amendment abandoning the Offering Plan is accepted for filing by the Department of Law.

3.5. In the event SPONSOR and a Purchaser close title under the Purchase Agreement, ESCROW AGENT shall be entitled to release the Deposit to SPONSOR without the need for a written agreement from Purchaser.

4. RECORDKEEPING.

4.1. ESCROW AGENT shall maintain all records concerning the Master Escrow Account for seven (7) years after release of the funds.

4.2. Upon the dissolution of ESCROW AGENT, the former partners of the firm shall make appropriate arrangements for the maintenance of these records by one of the partners or members of the firm or by the successor firm and shall notify the Department of Law of such transfer.

4.3. ESCROW AGENT shall make available to the Attorney General, upon request, all books and records of ESCROW AGENT relating to the funds deposited and disbursed hereunder.

5. GENERAL OBLIGATIONS OF ESCROW AGENT.

5.1. ESCROW AGENT shall maintain the Master Escrow Account under its direct supervision and control.

5.2. A fiduciary relationship shall exist between ESCROW AGENT and Purchasers, and ESCROW AGENT acknowledges its fiduciary and statutory obligations under GBL §§ 352(e)(2-b) and 352(h).

5.3. ESCROW AGENT shall not be liable to SPONSOR for any error in judgment, mistake of fact or law or for any act or omission on ESCROW AGENT'S part, including, without limitation, any act or omission which permits a Purchaser to rescind a Purchase Agreement, unless taken or

suffered in bad faith or in willful disregard of this Agreement or involving gross negligence on the part of ESCROW AGENT.

5.4. ESCROW AGENT shall be permitted to act as counsel for SPONSOR in any dispute as to the disbursement of the Deposit or any other dispute between SPONSOR and a Purchaser whether or not ESCROW AGENT is in possession of the Deposit and continues to act as ESCROW AGENT.

5.5. ESCROW AGENT may rely upon any document which may be submitted to it in connection with its duties under this Agreement and which is believed by ESCROW AGENT to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution or validity thereof.

5.6. ESCROW AGENT may consult with legal counsel selected by it and the opinion of such counsel shall be full and complete authorization and protection to ESCROW AGENT in respect of any action taken or omitted in good faith by ESCROW AGENT hereunder in accordance with the opinion of such counsel.

5.7. The provisions of paragraphs 5.5 and 5.6 shall apply only to SPONSOR and nothing contained therein shall be in derogation of the rights of a Purchaser under Article 23-A of the GBL.

6. RESPONSIBILITIES OF SPONSOR.

6.1. SPONSOR agrees that SPONSOR and its agents, including any selling agents, shall deliver all Deposits received by them prior to closing of an individual transaction to a designated attorney who is a partner of, or attorney or legal assistant employed by, ESCROW AGENT within two (2) business days of tender of the Deposit by a Purchaser, using such transmittal forms as required by ESCROW AGENT from time to time.

6.2. SPONSOR agrees that it shall not interfere with ESCROW AGENT'S performance of its fiduciary and statutory obligations set forth in GBL §§ 352(e)(2-b) and 352(h) and the Department of Law's regulations promulgated thereto.

6.3. SPONSOR shall obtain or cause the selling agent under the Offering Plan to obtain a completed and signed Form W-9 or W-8, as applicable, from each Purchaser and deliver such form to ESCROW AGENT together with the Deposit and Purchase Agreement.

7. TERMINATION OF AGREEMENT.

7.1. This Agreement shall remain in effect unless and until it is cancelled by either:

7.1.1. Written notice given by SPONSOR to ESCROW AGENT of cancellation of designation of ESCROW AGENT to act in said capacity, which cancellation shall take effect only upon the filing of an amendment to the Offering Plan with the Department of Law providing for a successor escrow agent. Purchaser shall be deemed to have consented to such cancellation; or

7.1.2. The resignation of ESCROW AGENT upon giving notice to SPONSOR of its desire to so resign. Such resignation shall take effect on the date set forth in the notice from ESCROW AGENT, except such resignation shall take effect only upon the filing of an amendment to the Offering Plan with the Department of Law providing for a successor

escrow agent with respect to Deposits held in the Master Escrow Account on the date of such resignation. Such amendment shall disclose the identity of the successor escrow agent, the bank in the State of New York where the Deposit is being held, and the account number in which the Deposits will be held, and shall be served on all Purchasers by SPONSOR; or

7.1.3. All units offered by SPONSOR pursuant to the Offering Plan have been sold and no Deposits of Purchasers from SPONSOR remain in the Master Escrow Account.

7.2. Upon termination of the duties of ESCROW AGENT as described in paragraph 7.1.1 or 7.1.2, ESCROW AGENT shall deliver any and all funds held by ESCROW AGENT in escrow and any and all Purchase Agreements or documents maintained by ESCROW AGENT relating to such funds to the successor escrow agent.

8. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon SPONSOR and ESCROW AGENT and their respective successors and assigns.

9. GOVERNING LAW.

This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

10. ESCROW AGENT'S COMPENSATION.

SPONSOR agrees to pay ESCROW AGENT for services rendered by its attorneys and paralegals and expenses incurred by ESCROW AGENT in connection with this Agreement, including, without limitation, disputes arising with respect to the Deposit. SPONSOR shall not be charged with any administrative costs for maintenance of the Master Escrow Account. Prior to release of the Deposits, ESCROW AGENT'S fees and disbursements shall neither be paid by SPONSOR from the Deposit nor deducted from the Deposit by any financial institution under any circumstance.

11. SEVERABILITY.

If any provision of this Agreement or the application thereof to any person or circumstance is determined to be invalid or unenforceable, the remaining provisions of this Agreement or the application of such provision to other persons or to other circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

12. INDEMNIFICATION

SPONSOR agrees to defend, indemnify and hold ESCROW AGENT harmless from and against all claims, losses, judgments, costs, expenses and damages, including those brought by third-parties, including purchasers, incurred in connection with or arising out of this Agreement or the performance or non-performance of ESCROW AGENT'S duties under this Agreement, except with respect to actions or omissions taken or suffered by ESCROW AGENT in bad faith or in willful disregard of this Agreement or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, professional fees, including attorneys' fees, court costs and disbursements, either paid to retain attorneys or representing the value of all legal services rendered

by Escrow Agent to itself and any and all attorneys' and professional fees, court costs, expenses and disbursements incurred by Escrow Agent in connection with a bankruptcy case filed by Sponsor for protection under the United States Bankruptcy Code, the enforcement of any rights, or defense of any claims against Escrow Agent in any bankruptcy proceeding, or any other matter arising in or in connection with Sponsor's bankruptcy case.

13. ALTERNATE SECURITY

In the event SPONSOR is authorized by the Department of Law to post a Letter of Credit or Surety Bond as alternate security to secure all or a portion of the Deposits, ESCROW AGENT agrees to be the beneficiary of the Letter of Credit or Surety Bond and to act as fiduciary with respect to such Letter of Credit or Surety Bond for the benefit of Purchasers under the Offering Plan whose Deposits were released from escrow in accordance with the "Escrow and Trust Fund" section of the Offering Plan or an amendment to the Offering Plan.

14. ENTIRE AGREEMENT.

This Agreement, read together with GBL Sections 352-e(2-b) and 352-h, the Department of Law regulations, and the Escrow Rider to the Purchase Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof.

* * * * *

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

ESCROW AGENT:

STARR ASSOCIATES LLP

By: _____
Name: Jane Rosenberg, Esq.
Title: Senior Counsel

SPONSOR:

AXTON OWNER LLC

By: _____
Name: Stephen Salup
Title: President

By: _____
Name: Peter Gray
Title: Vice President/Treasurer

CERTIFICATION OF SPONSOR AND PRINCIPALS

PART 23: CERTIFICATION OF SPONSOR AND PRINCIPALS

New York State Department of Law
Real Estate Finance Bureau
23rd Floor - 120 Broadway
New York, New York 10271

Re: Condominium Offering Plan
175 West 95 Condominium
175 West 95th Street
New York, New York 10025

We are the sponsor and the principals of sponsor of the condominium offering plan for the captioned property.

We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Department of Law in Part 23 and such other laws and regulations as may be applicable.

We have read the entire offering plan. We have investigated the facts set forth in the offering plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the offering plan does, and that documents submitted hereafter by us which amend or supplement the offering plan will:

(i) set forth the detailed terms of the transaction and be complete, current and accurate;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

(iii) not omit any material fact;

(iv) not contain any untrue statement of a material fact;

(v) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

(vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) not contain any representation or statement which is false, where we:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representation or statement made.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

SPONSOR:

AXTON OWNER LLC

By: _____
Name: Stephen Salup
Title: President

By: _____
Name: Peter Gray
Title: Vice President/Treasurer

PRINCIPALS OF SPONSOR:

_____
Stephen Salup

_____
Peter Gray

_____
Joshua Siegel

Severally sworn to before me this 8th day of August, 2013

_____
Notary Public

LAURA F CARLTON
NOTARY PUBLIC, State of New York
No. 01CA5038557
Qualified in New York County
Commission Expires January 30, 19
4/30/2015

CERTIFICATION OF ARCHITECT/ENGINEER

PART 23: CERTIFICATION OF ARCHITECT

Dated: July 23, 2013

New York State Department of Law
Real Estate Finance Bureau
120 Broadway, 23rd Floor
New York, New York 10271

Re: Condominium Offering Plan
175 West 95 Condominium
175 West 95th Street
New York, New York 10025

Dear Sir/Madam:

The sponsor of the offering plan to convert the captioned Property to condominium ownership retained me/our firm to prepare a report disclosing the condition of the property (the "Report"). I/We visually inspected the Property on February 2013 and prepared the Report dated July 22, 2013, a copy of which is intended to be incorporated into the offering plan so that prospective purchasers may rely on the Report.

I/We understand that I am/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 23 insofar as they are applicable to this Report.

I/We have read the entire Report and investigated the facts set forth in the Report and the facts underlying it and conducted the visual inspection referred to above with due diligence in order to form a basis for this certification. I/we certify that the Report and all documents prepared by me/us disclose all the material facts which were then discernable from a visual inspection of the Property. This certification is made for the benefit of all persons to whom this offer is made.

I/We certify that the Report based on my/our visual inspection:

(i) sets forth in narrative form the physical condition of the entire property and is current and accurate as of the date of inspection;

(ii) in my/our professional opinion affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the physical condition of the Property;

(iii) does not omit any material fact;

(iv) does not contain any untrue statement of a material fact;

(v) does not contain any fraud, deception, concealment or suppression;

(vi) does not contain any promise or representation as to the future which is beyond

reasonable expectation or unwarranted by existing circumstances; and

(vii) does 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.

(vii) It is to be understood that all aspects of the physical condition of the Property cannot be determined by a visual inspection and that all statements contained in this certification are premised on and limited to such visual inspection.

I/We further certify that I am/we are not owned or controlled by and have no beneficial interest in the sponsor and that my/our compensation for preparing this Report is not contingent on the success of the Offering Plan 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.

WASA Studio A

By: _____
Name: Jack Esterson, AIA
Title: Partner

Sworn to before me this
23rd day of July

_____
Notary Public

ARLENE PIKSER
Notary Public, State of New York
No. 01PI6163505
Qualified in New York County
Commission Expires March 26, 2015

Architect's Seal

CERTIFICATION OF BUDGET EXPERT

HALSTEAD
PENMARK

PART 23: CERTIFICATION BY EXPERT AS TO ADEQUACY OF CONDOMINIUM BUDGET

July 24, 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 175 West 95 Condominium
175 West 95th Street
New York, New York 10025

The sponsor of the condominium offering plan for the captioned property retained our firm to review Schedules B and review Schedule B-1 (collectively, "Schedules") containing projections of income and expenses for the first year of condominium operation. Our experience in this field includes management of residential real estate for many years and as well as manage approximately 85 cooperative and condominium buildings. We are 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 23 insofar as they are applicable to the Schedules.

We have reviewed the Schedules and investigated the facts set forth in the Schedules 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;

(iii) do not omit any material fact;

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

Sworn to before me this
24th day of July, 2013

_____
Notary Public

ARLENE ATHERLY
NOTARY PUBLIC-STATE OF NEW YORK
NO. 01AT6174536
Qualified In Kings County
My Commission Expires September 24, 2015

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CERTIFICATION OF BUDGET EXPERT
AS TO ADEQUACY OF COMMON CHARGES
PAYABLE BY THE NON-RESIDENTIAL UNIT OWNERS

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PART 23: CERTIFICATION BY EXPERT CONCERNING ADEQUACY OF COMMON CHARGES PAYABLE BY THE COMMERCIAL UNIT OWNER(S)

July 24, 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 175 West 95 Condominium
175 West 95th Street
New York, New York 10025

The sponsor of the condominium offering plan for the captioned property retained our firm to review Schedule B which includes projections of common charges payable by the owners of the commercial units. Our experience in this field includes management of residential real estate for many years and as well as manage approximately 85 cooperative and condominium buildings. We are 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 23 insofar as they are applicable to the commercial unit(s) listed in Schedule B.

We have reviewed Schedule B as it impacts upon the commercial unit(s) and investigated the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential buildings.

We certify that the projections in Schedule B for the common charges payable by the owner(s) of the commercial unit(s) appear reasonable and adequate under existing circumstances to meet the anticipated operating expenses fairly attributable to such commercial unit(s) for the projected first year of condominium operation, and that the allocation of common charges attributable to the commercial unit(s) also reflects special or exclusive use or availability or exclusive control of particular common areas.

We certify that the estimates in Schedule B for the common charges payable by the owner(s) of the commercial unit(s):

(i) sets forth in detail the projected common charges for the commercial unit(s) for the first year of condominium operation;

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(ii) affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the common charges payable by the owner(s) of the commercial unit(s);

(iii) do not omit any material fact;

(iv) do not contain any untrue statement of a material fact;

(v) do not contain any fraud, deception, concealment or suppression;

(vi) do not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) do not contain any representation or statement which is false, where we:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by the sponsor. We understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the common charges fairly attributable to the commercial unit(s) for the first year of condominium operation.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

PENMARK MANAGEMENT LLC

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

Sworn to before me this
24th day of July, 2013

_____
Notary Public
ARLENE ATHERLY
NOTARY PUBLIC-STATE OF NEW YORK
No. 01AT6174538
Qualified In Kings County
My Commission Expires September 24, 2015

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GENERAL BUSINESS LAW SECTION 352-eeee

§352-eeee. Conversions to cooperative or condominium ownership in the city of New York.

1. As used in this section, the following words and terms shall have the following meanings:

(a) "Plan." Every offering statement or prospectus submitted to the Department of Law pursuant to section three hundred fifty-two-e of this article for the conversion of a building or group of buildings or development from residential rental status to cooperative or condominium ownership or other form of cooperative interest in realty, other than an offering statement or prospectus for such conversion pursuant to article two, eight or eleven of the private housing finance law.

(b) "Non-eviction plan." A plan which may not be declared effective until written purchase agreements have been executed and delivered for at least fifteen percent of all dwelling units in the building a group of buildings or development by bona fide tenants in occupancy or bona fide purchasers who represent that they intend that they or one or more Family Members intend to occupy the unit when it becomes vacant. As to tenants who were in occupancy on the date a letter was issued by the Attorney General accepting the plan for filing, the purchase agreement shall be executed and delivered pursuant to an offering made in good faith without fraud and discriminatory repurchase agreements or other discriminatory inducements.

(c) "Eviction plan." A plan which, pursuant to the provisions of this section, can result in the eviction of a non-purchasing tenant by reason of the tenant failing to purchase pursuant thereto, and which may not be declared effective until at least fifty-one percent of the bona fide tenants in occupancy of all dwelling units in the building or group of buildings or development on the date the offering statement or prospectus was accepted for filing by the Attorney General (excluding, for the purposes of determining the number of bona fide tenants in occupancy on such date, eligible senior citizens and eligible disable persons) shall have executed and delivered written agreements to purchase under the plan pursuant to an offering made in good faith without fraud and with no discriminatory repurchase agreements or other discriminatory inducements.

(d) "Purchaser under the plan." A person who owns the shares allocated to a dwelling unit or who owns such dwelling unit itself.

(e) "Non-purchasing tenant." A person who has not purchased under the plan and who is a tenant entitled to possession at the time the plan is declared effective or a person to whom a dwelling unit is rented subsequent to the effective date. A person who sublets a dwelling unit from a purchaser under the plan shall not be deemed a non-purchasing tenant.

(f) "Eligible senior citizens." Non-purchasing tenants who are sixty-two years of age or older on the date the Attorney General has accepted the plan for filing, and the spouses of any such tenants on such date, and who have elected, within sixty days of the date the Attorney General has accepted the plan for filing, on forms promulgated by the Attorney General spouses of any such tenants on such date, and who have elected, within sixty days of the date the Attorney General has accepted the plan for the filing, on forms promulgated by the Attorney General and presented to such tenants by the offeror, to become non-purchasing tenants under the provisions of this section; provided that such election shall not preclude any such tenant from subsequently purchasing the dwelling unit on the terms then offered to tenants in occupancy.

(g) "Eligible disabled persons." Non-purchasing tenants who have an impairment which results from anatomical, physiological or psychological conditions, other than addiction to alcohol, gambling, or any controlled substance, which are demonstrable by medically acceptable clinical and laboratory diagnostic techniques and which are expected to be permanent and which prevent the tenant

from engaging in any substantial gainful employment on the date the Attorney General has accepted the plan for filing, and the spouses of any such tenants on such date, and who have elected, within sixty days of the date the Attorney General has accepted the plan for filing, on forms promulgated by the Attorney General and presented to such tenants by the offeror, to become non-purchasing tenants under the provisions of this section; provided, however, that if the disability first occurs after acceptance of the plan for filing, then such election may be made within sixty days following the onset of such disability unless during the period subsequent to sixty days following the acceptance of the plan for filing but prior to such election, the offeror accepts a written agreement to purchase the apartment from a bona fide purchaser; and provided further that such election shall not preclude any such tenant from subsequently purchasing the dwelling unit or the shares allocated thereto on the terms then offered to tenants in occupancy.

2. The Attorney General shall refuse to issue a letter stating that the offering statement or prospectus required in subdivision one of section three hundred fifty-two-e of this chapter has been filed whenever it appears that the offering statement or prospectus offers for sale residential cooperative apartments or condominium units pursuant to a plan unless:

(a) The plan provides that it will be deemed abandoned, void and of no effect if it does not become effective within fifteen months from the date of issue of the letter of the Attorney General stating that the offering statement or prospectus has been accepted for filing and, in the event of such abandonment, no new plan for the conversion of such building or group of buildings or development shall be submitted to the Attorney General for at least twelve months after such abandonment.

(b) The plan provides either that it is an eviction plan or that it is a non-eviction plan.

(c) The plan provides, if it is a non-eviction plan, as follows:

(i) The plan may not be declared effective until written purchase agreements have been executed and delivered for at least fifteen percent of all dwelling units in the building or group of buildings or development subscribed for by bona fide tenants in occupancy or bona fide purchasers who represent that they intend that they or one or more Family Members intend to occupy the dwelling unit when it becomes vacant. As to tenants who were in occupancy on the date a letter was issued by the Attorney General accepting the plan for filing, the purchase agreement shall be executed and delivered pursuant to an offering made without discriminatory repurchase agreements or other discriminatory inducements.

(ii) No eviction proceedings will be commenced at any time against non-purchasing tenants for failure to purchase or any other reason applicable to expiration of tenancy: provided that such proceedings may be commenced for non-payment of rent, illegal use or occupancy of the premises, refusal of reasonable access to the owner or a similar breach by the non-purchasing tenant of his obligations to the owner of the dwelling unit or the shares allocated thereto; and provided further that an owner of a unit or of the shares allocated thereto may not commence an action to recover possession of a dwelling unit from a non-purchasing tenant on the grounds that he seeks the dwelling unit for the use and occupancy of himself or his family.

(iii) Non-purchasing tenants who reside in dwelling units subject to government regulation as to rentals and continued occupancy prior to the conversion of the building or group of buildings or development to cooperative or condominium ownership shall continue to be subject thereto.

(iv) The rentals of non-purchasing tenants who reside in dwelling units not subject to government regulation as to rentals and continued occupancy and non-purchasing tenants who reside in dwelling units with respect to which government regulation as to rentals and continued occupancy is eliminated or becomes inapplicable after the plan has been accepted for filing by the Attorney General shall not be subject to unconscionable increases beyond ordinary rentals for comparable apartments

during the period of their occupancy. In determining comparability, consideration shall be given to such factors as building services, level of maintenance and operating expenses.

(v) The plan may not be amended at any time to provide that it shall be an eviction plan.

(vi) The rights granted under the plan to purchasers under the plan and to non-purchasing tenants may not be abrogated or reduced notwithstanding any expiration of, or amendment to, this section.

(vii) After the issuance of the letter from the Attorney General stating that the offering statement or prospectus required in subdivision one of section three hundred fifty-two-e of this article has been filed, the offeror shall, on the thirtieth, sixtieth, eighty-eighth and ninetieth day after such date and at least once every thirty days until the plan is declared effective or is abandoned, as the case may be, and on the second day before the expiration of any exclusive purchase period provided in a substantial amendment to the plan, (1) file with the Attorney General a written statement, under oath, setting forth the percentage of the dwelling units in the building or group of buildings or development subscribed for by bona fide tenants in occupancy or bona fide purchasers who represent that they intend that they or one or more members Family Members intend to occupy the dwelling unit when it becomes vacant as of the date of such statement and, (2) before noon on the day such statement is filed post a copy of such statement in a prominent place accessible to all tenants in each building covered by the plan.

(d) The plan provides, if it is an eviction plan, as follows:

(i) The plan may not be declared effective unless at least fifty-one percent of the bona fide tenants in occupancy of all dwelling units in the building or group of buildings or development on the date the offering statement or prospectus was accepted for filing by the Attorney General (excluding, for the purposes of determining the number of bona fide tenants in occupancy on such date, eligible senior citizens and eligible disabled persons) shall have executed and delivered written agreements to purchase under the plan pursuant to an offering made in good faith without fraud and with no discriminatory repurchase agreements or other discriminatory inducements.

(ii) No eviction proceedings will be commenced against a non-purchasing tenant for failure to purchase or any other reason applicable to expiration of tenancy until the later to occur of (1) the date which is the expiration date provided in such non-purchasing tenant's lease or rental agreement, and (2) the date which is three years after the date on which the plan is declared effective. Non-purchasing tenants who reside in dwelling units subject to government regulation as to rentals and continued occupancy prior to conversion shall continue to be subject thereto during the period of occupancy provided in this paragraph. Thereafter, if a tenant has not purchased, he may be removed by the owner of the dwelling unit or the shares allocated to such dwelling unit.

(iii) No eviction proceedings will be commenced, except as hereinafter provided, at any time against either eligible senior citizens or eligible disabled persons. The rentals of eligible senior citizens and eligible disabled persons who reside in dwelling units not subject to government regulation as to rentals and continued occupancy and eligible senior citizens and eligible disabled persons who reside in dwelling units with respect to which government regulation as to rentals and continued occupancy is eliminated or becomes inapplicable after the plan has been accepted for filing shall not be subject to unconscionable increases beyond ordinary rentals for comparable apartments during the period of their occupancy considering, in determining comparability, such factors as building services, level of maintenance and operating expenses; provided that such proceedings may be commenced against such tenants for non-payment of rent, illegal use of occupancy of the premises, refusal of reasonable access to the owner or a similar breach by the tenant of his obligations to the owner of the dwelling unit or the shares allocated thereto.

(iv) Eligible senior citizens and eligible disabled persons who reside in dwelling units subject to government regulation as to rentals and continued occupancy shall continue to be subject thereto.

(v) The rights granted under the plan to eligible senior citizens and eligible disabled persons may not be abrogated or reduced notwithstanding any expiration of, or amendment to, this section.

(vi) Any offeror who disputes the election by a person to be an eligible senior citizen or an eligible disabled person must apply to the Attorney General within thirty days of the receipt of the election forms for a determination by the Attorney General of such person's eligibility. The Attorney General shall, within thirty days thereafter, issue his determination of eligibility. The foregoing shall, in the absence of fraud, be the sole method for determining a dispute as to whether a person is an eligible senior citizen or an eligible disabled person. The determination of the Attorney General shall be reviewable only through a proceeding under article seventy-eight of the civil practice law and rules, which proceeding must be commenced within thirty days after such determination by the Attorney General becomes final.

(vii) After the issuance of the letter from the Attorney General stating that the offering statement or prospectus required in subdivision one of section three hundred fifty-two-e of this article has been accepted for filing, the offeror shall, on the thirtieth, sixtieth, eighty-eighth and ninetieth days after such date and at least once every thirty days until the plan is declared effective or abandoned, as the case may be, and on the second day before the expiration of any exclusive purchase period provided in a substantial amendment to the plan, (1) file with the Attorney General a written statement, under oath, setting forth the percentage of bona fide tenants in occupancy of all dwelling units in the building or group of buildings or development on the date the offering statement or prospectus was accepted for filing by the Attorney General who have executed and delivered written agreements to purchase under the plan as of the date of such statement, and (2) before noon on the day such statement if filed post a copy of such statement in a prominent place accessible to all tenants in each building covered by the plan.

(viii) If the plan is amended before it is declared effective to provide that it shall be a non-eviction plan, any person who has agreed to purchase under the plan prior to such amendment shall have a period of thirty days after receiving written notice of such amendment to revoke his agreement to purchase under the plan.

(ix) The tenants in occupancy on the date the Attorney General accepts the plan for filing shall have the exclusive right to purchase their dwelling units or the shares allocated thereto for ninety days after the plan is accepted for filing by the Attorney General, during which time a tenant's dwelling unit shall not be shown to a third party unless he has, in writing, waived his right to purchase; subsequent to the expiration of such ninety day period, a tenant in occupancy of a dwelling unit who has not purchased shall be given the exclusive right for an additional period of six months from said expiration date to purchase said dwelling unit or the shares allocated thereto on the same terms and conditions as are contained in an executed contract to purchase said dwelling unit or shares entered into by a bona fide purchaser, such exclusive right to be exercisable within fifteen days from the date of mailing by registered mail of notice of the execution of a contact of sale together with a copy of said executed contract to said tenant.

(e) The Attorney General finds that an excessive number of long-term vacancies did not exist on the date that the offering statement or prospectus was first submitted to the Department of Law. "Long-term vacancies" shall mean dwelling units not leased or occupied by bona fide tenants for more than five months prior to the date of such submission to the Department of Law. "Excessive" shall mean a vacancy rate in excess of the greater of (i) ten percent and (ii) a percentage that is double the

normal average vacancy rate for the building or group of buildings or development for two years prior to the January preceding the date the offering statement or prospectus was first submitted to the Department of Law.

(f) The Attorney General finds that, following the submission of the offering statement or prospectus to the Department of Law, each tenant in the building or group of buildings or development was provided with a written notice stating that such offering statement or prospectus has been submitted to the Department of Law for filing. Such notice shall be accompanied by a copy of the offering statement or prospectus and a statement that the statements submitted pursuant to subparagraph (vii) of paragraph (c) or subparagraph (viii) of paragraph (d) of this subdivision, whichever is applicable, will be available for inspection and copying at the office of the Department of Law where the submission was made and at the office of the offeror or a selling agent of the offeror. Such notice shall also be accompanied by a statement that tenants or their representatives may physically inspect the premises at any time subsequent to the submission of the plan to the Department of Law, during normal business hours, upon written request made by them to the offeror, provided such representatives are registered architects or professional engineers licensed to practice in the state of New York. Such notice shall be sent to each tenant in occupancy on the date the plan is first submitted to the Department of Law.

3. All dwelling units occupied by non-purchasing tenants shall be managed by the same managing agent who manages all other dwelling units in the building or group of buildings or development. Such managing agent shall provide to non-purchasing tenants all services and facilities required by Law on a non-discriminatory basis. The offeror shall guarantee the obligation of the managing agent to provide all such services and facilities until such time as the offeror surrenders control to the board of directors or board of managers, at which time the cooperative corporation or the condominium association shall assume responsibility for the provision of all services and facilities required by Law on a non-discriminatory basis.

4. It shall be unlawful for any person to engage in any course of conduct, including, but not limited to, interruption or discontinuance of essential services, which substantially interferes with or disturbs the comfort, repose, peace or quiet of any tenant in his use or occupancy of his dwelling unit or the facilities related thereto. The Attorney General may apply to a court of competent jurisdiction for an order restraining such conduct and, if he deems it appropriate, an order restraining the owner from selling the shares allocated to the dwelling unit or the dwelling unit itself or from proceeding with the plan of conversion; provided that nothing contained herein shall be deemed to preclude the tenant from applying on his own behalf for similar relief.

5. Any local legislative body may adopt local laws and any agency, officer or public body may prescribe rules and regulations with respect to the continued occupancy by tenants of dwelling units which are subject to regulation as to rentals and continued occupancy pursuant to law, provided that in the event that any such local law, rule or regulation shall be inconsistent with the provisions of this section, the provisions of this section shall control.

6. Any provision of a lease or other rental agreement which purports to waive a tenant's rights under this section or rules and regulations promulgated pursuant hereto shall be void as contrary to public policy.

7. The provisions of this section shall only be applicable in the city of New York.

REAL PROPERTY LAW SECTION 339-kk

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.

LOCAL LAW 70 – RESERVE FUND LAW

LOCAL LAW 70 – RESERVE FUND LAW

§§ 26-701 – 26-708

§ *26-701* Application.

The provisions of this chapter shall apply to conversions from rental to cooperative or condominium status of a building or a group of buildings or a development for which a plan must be filed with the state Department of Law pursuant to section three hundred fifty-two-eeee of the General Business Law.

§ *26-702* Definitions.

As used in this chapter the following words shall mean:

a. "Building" any building, group of buildings or development.

b. "Total price" (1) with respect to cooperative conversions, the number of all shares in the offering multiplied by the last price per share which was offered to tenants in occupancy prior to the effective date of the plan regardless of number of sales made; (2) with respect to condominium conversions, the sum of the cost of all units in the offering at the last price which was offered to tenants in occupancy prior to the effective date of the plan regardless of number of sales made.

c. "Capital replacement" a building-wide replacement of a major component of any of the following systems:

(1) elevator;

(2) heating, ventilation and air conditioning;

(3) plumbing;

(4) wiring;

(5) window; or, a major structural replacement to the building; provided, however, that replacements made to cure code violations of record shall not be included.

d. "Offeror" the offeror, his or her nominees, assignees and successors in interest.

§ *26-703* Establishment of reserve fund.

a. Within thirty days after the closing of a conversion pursuant to an offering plan the offeror shall establish and transfer to the cooperative corporation or condominium board of managers, a reserve fund to be used exclusively for making capital repairs, replacements and improvements necessary for the health and safety of the residents of such buildings. Such reserve fund shall be exclusive of any other funds required to be reserved under the plan or applicable law or regulation of the state Attorney General, except a fund for capital repairs, replacements and improvements substantially similar in purpose to and in an amount not less than the reserve fund mandated by this section. Such reserve fund also shall be exclusive of any working capital fund and shall not be subject to reduction for closing apportionments.

b. Such fund shall be established in an amount equal to either:

(i) three percent of the total price or, (ii) (A) three percent of the actual sales price of all cooperative shares or condominium units sold by the offeror at the time the plan is declared effective,

provided, however, that if such amount is less than one percent of the total price, then the fund shall be established as a minimum of one percent of the total price; plus (B) supplemental contributions to be made by the offeror at a rate of three percent of the actual sales price of cooperative shares or condominium units for each unit or its allocable shares held by the offeror and sold to bona fide purchasers subsequent to the effective date of the plan and within five years of the closing of the conversion pursuant to such plan notwithstanding that the total amount contributed may exceed three percent of the total price; and provided, further, that if five years from thirty days after the closing of the conversion pursuant to such plan the total contributions by the offeror to the fund are less than three percent of the total price the offeror shall pay the difference between the amount contributed and three percent of the total price. Supplemental contributions shall be made within thirty days of each sale.

c. The contributions required pursuant to this section may be made earlier or in an amount greater than so provided. An offeror may claim and receive credit against the mandatory initial contribution to the reserve fund for the actual cost of capital replacements which he or she has begun after the plan is submitted for filing to the state Department of Law and before the plan is declared effective; provided, however, that any such replacements must be set forth in the plan together with their actual or estimated costs and further provided, that such credit shall not exceed the lesser of the actual cost of the capital replacements or one percent of the total price.

d. Any building, construction of which was completed within three years prior to the closing of a conversion pursuant to an offering plan, shall be exempt from the requirements of this section.

§ *26-704* Report on status of reserve fund.

The cooperative corporation or condominium board of managers shall report to shareholders and unit owners on a semi-annual basis with respect to all deposits into and withdrawals from the reserve fund mandated by section 26-703 of this chapter.

§ *26-705* Posting of violations.

The offeror, not later than the thirtieth day following the acceptance of a plan for filing by the state Department of Law pursuant to section three hundred fifty-two-eeee of the General Business Law and until the closing of the conversion pursuant to such plan, shall post and maintain in a prominent place, accessible to all tenants in each building covered by the plan, a listing of all violations of record against such buildings as determined by the Department of Buildings and the Department of Housing Preservation and Development. All newly issued violations shall be posted within forty-eight hours of their issuance and maintained as described above. The offeror may satisfy the requirements of this section by designating an agent on the premises with whom such listing shall be made available for inspection by the tenants.

§ *26-706* Report on condition of premises.

Where, pursuant to law or regulation of the state Attorney General, an offeror is required to file a report with the state Department of Law describing the condition of the physical aspects of the premises to be converted and the surrounding neighborhood, a copy of such report shall be submitted simultaneously to the commissioner of buildings.

§ *26-707* No Waiver of rights.

Any provision purporting to waive the provisions of this chapter in any contract to purchase or agreement between an offeror and the cooperative corporation or the condominium board of managers pursuant to a conversion plan shall be void as against public policy.

§ *26-708* Criminal and civil penalties; enforcement.

a. Except as otherwise provided in subdivision b of this section, any person who knowingly violates or assists in the violation of any section of this chapter shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not less than one hundred nor more than one thousand dollars. Except as otherwise provided in subdivision b of this section, any person who violates or assists in the violation of any section of this chapter shall be subject to a civil penalty of one hundred dollars per day per unit for each day that a building is not in compliance with the provisions of such sections; provided, however, that such civil penalty shall not exceed one thousand dollars per unit.

b. Any person who knowingly violates or assists in the violation of section 26-703 of this chapter shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not more than two times the amount required to be reserved by section 26-703 of this chapter which was not so reserved. Any person who violates or assist in the violation of section 26-703 of this chapter shall also be subject to a civil penalty of one thousand dollars per day for each day that the reserve fund required by section 26-703 of this chapter is not established; provided, however, that such civil penalty shall not exceed the amount required to be reserved pursuant to section 26-703 of this chapter.

c. In addition, any other action or proceeding in any court of competent jurisdiction that may be appropriate or necessary for the enforcement of the provisions of this chapter may be brought in the name of the city, including actions to secure permanent injunctions enjoining any acts or practices which constitute a violation of any provision of this chapter, mandating compliance with the provisions of this chapter or for such other relief as may be appropriate. In any such action or proceeding the city may apply to any court of competent jurisdiction or to a judge or justice thereof, for a temporary restraining order or preliminary injunction enjoining and restraining all persons from violating any provision of this chapter, mandating compliance with the provisions of this chapter, or for such other relief as may be appropriate, until the hearing and determination of such action or proceeding and the entry of final judgment or order therein. The court, or judge or justice thereof, to whom such application is made, is hereby authorized forthwith to make any or all of the orders above specified, as may be required in such application, with or without notice, and to make such other or further orders or directions as may be necessary to render the same effectual. No undertaking shall be required as a condition of the granting or issuing of such order, or by reason thereof.

d. Nothing contained in this section shall impair any rights, remedies or causes of action accrued or accruing to purchasers of cooperative shares or condominium units.

e. The Department of Housing Preservation and Development is empowered to enforce the provisions of this chapter.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

People can get lead in their body if they:

Breathe in lead dust (especially during renovations that disturb painted surfaces).

Put their hands or other objects covered with lead dust in their mouths.

Eat paint chips or soil that contains lead.

Lead is even more dangerous to children under the age of 6:

At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.

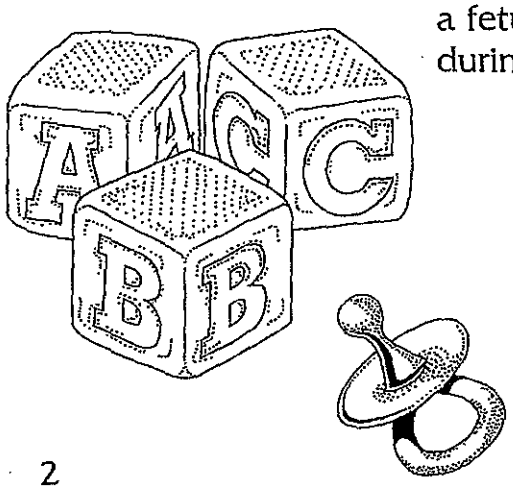
Children's growing bodies absorb more lead.

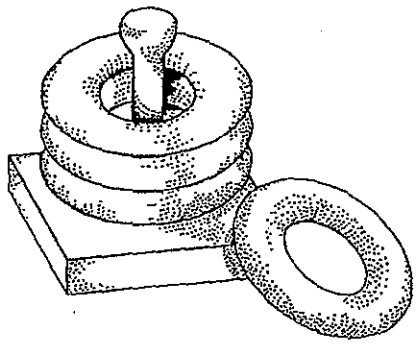
Even children who appear healthy can have dangerous levels of lead in their bodies.

Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

Lead is also dangerous to women of childbearing age:

Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.





Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

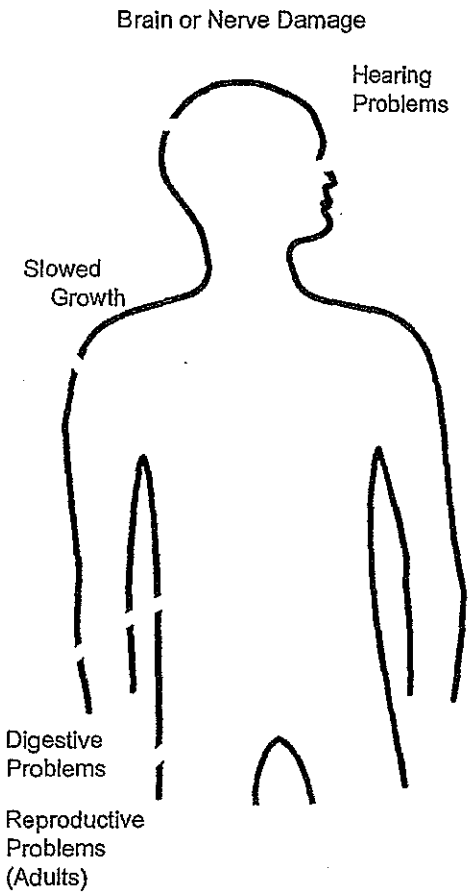
- Nervous system and kidney damage.
- Learning disabilities, attention deficit disorder, and decreased intelligence.
- Speech, language, and behavior problems.
- Poor muscle coordination.
- Decreased muscle and bone growth.
- Hearing damage.

While low-lead exposure is most common, exposure to high levels 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, lead can cause:

- Increased chance of illness during pregnancy.
- Harm to a fetus, including brain damage or death.
- Fertility problems (in men and women).
- High blood pressure.
- Digestive problems.
- Nerve disorders.
- Memory and concentration problems.
- Muscle and joint pain.



Lead affects the body in many ways.

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

In homes in the city, country, or suburbs.

In apartments, single-family homes, and both private and public housing.

Inside and outside of the house.

In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

Children at ages 1 and 2.

Children or other family members who have been exposed to high levels of lead.

Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

Windows and window sills.

Doors and door frames.

Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

40 micrograms per square foot ($\mu g/ft^2$) and higher for floors, including carpeted floors.

250 $\mu g/ft^2$ and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

400 parts per million (ppm) and higher in play areas of bare soil.

1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.

You can get your home tested for lead in several different ways:

A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.

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 combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

Visual inspection of paint condition and location.

A portable x-ray fluorescence (XRF) machine.

Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety.

What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

If you rent, notify your landlord of peeling or chipping paint.

Clean up paint chips immediately.

Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.

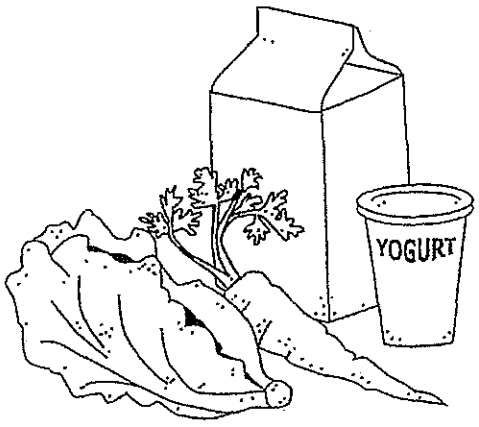
Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.

Wash children's hands often, especially before they eat and before nap time and bed time.

Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.

Keep children from chewing window sills or other painted surfaces.

Clean or remove shoes before entering your home to avoid tracking in lead from soil.



Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.

In addition to day-to-day cleaning and good nutrition:

You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.

To **permanently** remove lead hazards, you should hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

40 micrograms per square foot ($\mu g/ft^2$) for floors, including carpeted floors;

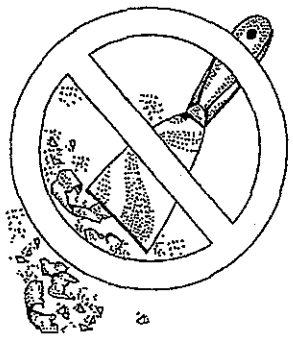
250 $\mu g/ft^2$ for interior windows sills; and

400 $\mu g/ft^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):



Have the area tested for lead-based paint.

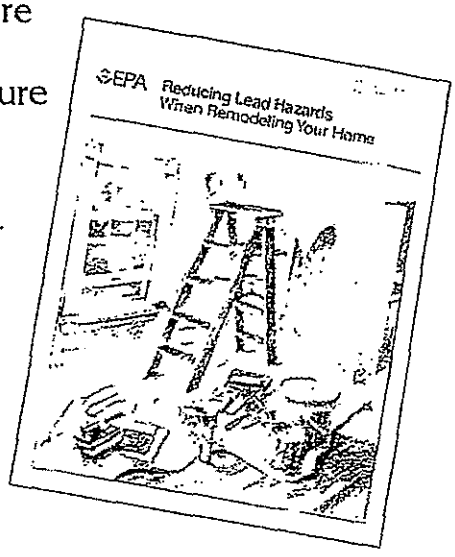
Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.

Temporarily move your family (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.

Follow other safety measures to reduce lead hazards. You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

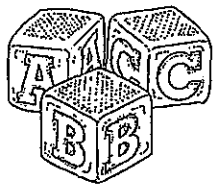
If not conducted properly, certain types of renovations can release lead from paint and dust into the air.

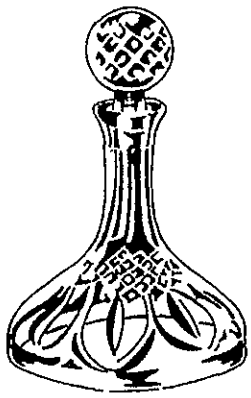
If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



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. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

The job. If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.

Old painted **toys** and **furniture.**

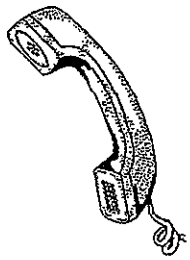
Food and liquids stored in **lead crystal** or **lead-glazed pottery or porcelain.**

Lead smelters or other industries that release lead into the air.

Hobbies that use lead, such as making pottery or stained glass, or refinishing furniture.

Folk remedies that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

For More Information



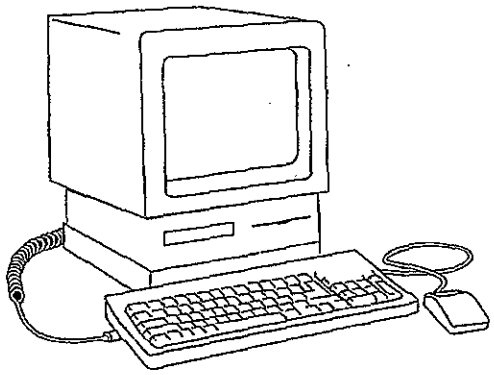
The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **www.epa.gov/lead** and **www.hud.gov/offices/lead/.**

EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline



To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **www.cpsc.gov.**

Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at **www.epa.gov/lead** or contact the National Lead Information Center at **1-800-424-LEAD.**

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
(ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center
Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Center
Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center
Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development
Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

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U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

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June 2003

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

Get your young children tested for lead, even if they seem healthy.

Wash children's hands, bottles, pacifiers, and toys often.

Make sure children eat healthy, low-fat foods.

Get your home checked for lead hazards.

Regularly clean floors, window sills, and other surfaces.

Wipe soil off shoes before entering house.

Talk to your landlord about fixing surfaces with peeling or chipping paint.

Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).

Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.

Don't try to remove lead-based paint yourself.

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