# 866 N N N

**PART I**

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**COMMERCIAL CONDOMINIUM OFFERING PLAN**

**866 UNITED NATIONS PLAZA CONDOMINIUM**
**866 UNITED NATIONS PLAZA**
**NEW YORK, NEW YORK 10017**

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(h) Prior to the Closing of Title to any Unit, the Purchase Agreement prohibits a Purchaser from advertising or otherwise offering, listing, promoting or publicizing the availability of such Unit for sale or rental without Sponsor's prior written consent. (See the Section of the Plan entitled "Procedure to Purchase" and the Purchase Agreement set forth in Part II of the Plan for details.)

**Conveyance of Title**

3. In the event of the existence of any lien, encumbrance or title defect other than Permitted Encumbrances which Sponsor fails or refuses to correct, the sole remedy of Purchaser under the Plan, provided Purchaser is not then in default, will be to either (i) take title to the Unit subject to the 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 (ii) terminate the Purchase Agreement within 15 days after receipt of notice or an amendment disclosing such lien, encumbrance or title defect. If Purchaser fails to notify Sponsor of Purchaser's election within 15 days after Sponsor notified Purchaser of Sponsor's failure or refusal to remedy the title defect, it will be conclusively deemed that Purchaser elected to acquire title subject to the title defect. Sponsor has no obligation to institute any action or proceeding or to expend any sum of money in excess of ½ of 1% of the Purchase Price of the affected Unit to make title insurable or to eliminate any encumbrances or title defects. (See the Section of the Plan entitled "Terms of Sale" for details.)

**Sponsor's Right to Rent Unsold Units**

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

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

**Closing Fees**

5. Purchasers shall be required to pay (i) certain closing fees to Attorneys for Sponsor at Closing, and (ii) all 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 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 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 1.425% of the bulked up consideration where the bulked up consideration is $500,000 or less, and 2.625% where the bulked up consideration is greater than $500,000. See the Section of the Plan entitled "Closing Costs and Adjustments" for details.

**Working Capital Fund**

6. Each Purchaser of a Unit will be required to make a non-refundable contribution to the Working Capital Fund of the Condominium at Closing, in an amount equal to 2 months' Common Charges with respect to the Unit based on the Condominium budget in effect as of the Closing Date. The payment of the Working Capital Contribution shall be required of all Purchasers of Units, whether purchased from Sponsor or purchased from a Unit Owner on a resale. (See the Section of the Plan entitled "Working Capital Fund and Apportionments" for details.)

**Foreign Government Purchaser**

7. 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. (See the Section of the Plan entitled "Procedure to Purchase" for details.)

**Storage Room Licenses**

8. (a) Sponsor is offering Purchasers of Units the opportunity to purchase Storage Rooms for the exclusive use of Purchaser pursuant to the terms of a license ("Storage Room License"), the form of which is set forth in Part II of the Plan, for so long as Purchaser owns a Unit in the Office Building.

(b) While Sponsor is presently offering the Storage Rooms for sale, based upon market conditions, until such time as Purchasers have executed Purchase Agreements with respect to 90% of the Storage Rooms, Sponsor reserves the right to withdraw the offering of any particular Storage Room. The above threshold percentage (i) may be reduced by Sponsor in its sole discretion by amendment to the Plan and (ii) may be attained subsequent to the Plan being declared effective. If Sponsor elects to withdraw the offering of any Storage Rooms, Sponsor reserves the right to utilize such Storage Rooms for any use as determined by Sponsor in its sole discretion, including, without limitation, incorporating such areas into one or more of the Retail Units. The withdrawal of the offering of any Storage Rooms shall be disclosed by Sponsor in an amendment to the Plan, and a Purchaser shall only be relieved of Purchaser's obligation to purchase the particular Storage Rooms and shall remain obligated to purchase the Unit. At Closing, Purchaser will receive a credit against the Balance of the Purchase Price equal to the amount allocated to the withdrawn Storage Rooms, to the extent any such money has been delivered to Sponsor. Although the Storage Rooms are Common Elements, the Condominium Board has granted Sponsor the exclusive right, without charge, to sell Storage Rooms. The Condominium will not be entitled to any of the proceeds from the sale of the Storage Rooms.

(c) See the Section of the Plan entitled "Rights and Obligations of Unit Owners," subsection "Use of Units and Common Elements and Storage Rooms" for details.

**No Bond or Other Security Posted**

9. 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

(b) No Notice Work shall be commenced by or on behalf of any Unit Owner unless the Condominium Board, in its reasonable discretion, (i) approves such Notice Work and (ii) either executes together with the Unit Owner an alteration agreement in a form to be determined by the Condominium Board ("Alteration Agreement") or provides written notification that the requirement for an Alteration Agreement in such instance has been waived ("Alteration Agreement Waiver"). An application to the Condominium Board to perform Notice Work is deemed rejected where the Condominium Board has neither executed an Alteration Agreement nor provided an Alteration Agreement Waiver. Condominium Board approval for Notice Work is deemed obtained where the Condominium Board has executed an Alteration Agreement or has provided an Alteration Agreement Waiver for such Notice Work in each instance. Notwithstanding the foregoing, all Notice Work must be in compliance with Law and the terms of the Declaration, the By-Laws, the Rules and Regulations, and the Reciprocal Agreement. In connection with Notice Work approved by the Condominium Board, each Unit Owner and its Permitted Users shall have an easement for access, ingress, and egress through all Common and Private Areas, to the extent necessary, subject to prior approval by the Condominium Board and each affected Unit Owner (if any) in each instance. All Common and Private Areas shall be subject to such easement.

(c) Subject to the approval by the Condominium Board in each instance, not to be unreasonably withheld, conditioned, or delayed, and provided that all the following alterations, additions, improvements or repairs are in compliance with Law and the terms of the Declaration, By-Laws, and Reciprocal Agreement, each Retail Unit Owner shall have the right, at such Retail Unit Owner's sole cost and expense (i) to erect, maintain, repair and replace one or more signs and lighting of such size and content as the Condominium Board may approve, not to be unreasonably withheld, conditioned, or delayed, in the storefronts and windows of such Unit for the purposes of advertising the sale or rental of all or any portion of a Unit or the operation of any business conducted in the Retail Unit, and (ii) to use the sidewalks adjacent to such Retail Unit (if any) 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. In the event a Retail 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 Retail Unit Owner.

(d) See the Section of the Plan entitled "Description of the Property and Improvements" for details.

**Special Allocation of Certain Common Expenses**

13. Each Unit Owner must pay Common Charges to cover the cost of the operation and maintenance of the Condominium and Office Building in accordance with the New York Condominium Act (Real Property Law §§339(i)1(iv) and 339(m)). These costs, including those directly attributable to the Units and an allocated share of expenses attributable to the Condominium as a whole, will generally be borne by the Unit Owners in proportion to their respective Common Interests. However, certain budgeted items are allocated between the 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, which may not be modified without the consent of the affected Unit Owner(s). (See "Notes to Schedule B" for details and Section 6.2 of the By-Laws.)

**Apportionments with the Condominium**

14. At the First Closing, certain apportionments will be made between Sponsor and the Condominium. If the result of 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 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.)

instruments under the Loan Agreements until such time as Sponsor has entered into one or more Purchase Agreements with bona-fide third-party purchasers that provide for the sale and conveyance of not less than 82,811 sellable square feet of Office Unit space in the aggregate. With respect to any Unit containing 25,000 square feet or more, Sponsor is required under the Loan Agreements to first obtain the approval of the Lenders with regard to the identity of the Purchaser and/or the intended Permitted User of the Unit before entering into any Purchase Agreement or lease for such Unit (or any portion thereof), which approval shall not be unreasonably withheld, conditioned or delayed. (See the Section of the Plan entitled "Rights and Obligations of Sponsor.")

**Common Elements in Office Unit 650**

23. (a) Electrical closets, which service multiple Units in the Office Building ("Electrical Closets"), are located in Office Unit 650. The Electrical Closets are General Common Elements and are not accessible to the Unit Owner of Office Unit 650, to the public, or to any other Unit Owners, except that Sponsor, the Condominium Board, the Managing Agent, and/or their respective Permitted Users shall have an easement in, through, and upon Office Unit 650 for the purpose of accessing, utilizing, and/or maintaining the Electrical Closets and any equipment, furniture, and finishings contained therein.

(b) A maintenance room, containing mechanical equipment utilized by both the Office Building and the Tower Buildings ("6th Floor Maintenance Room"), is located in Office Unit 650. The 6th Floor Maintenance Room is a General Common Element and is not accessible to the Unit Owner of Office Unit 650, to the public, or to any other Unit Owners, except that Sponsor, the Condominium Board, the Managing Agent, their respective Permitted Users, and/or (for so long as the Tower Building Owners utilize the 6th Floor Maintenance Room for purposes consistent with the terms of Section 1.5 of the Reciprocal Agreement), the Tower Building Owners shall have an easement in, through and upon Office Unit 650 for the purpose of accessing, utilizing, and/or maintaining the 6th Floor Maintenance Room and any equipment, furniture, and finishings contained therein.

**Court Area**

24. (a) There will be an enclosed, outdoor space located on the ground floor in the center of the Office Building ("Court Area"), which is a General Common Element. Office Unit 120 contains entrances to the Court Area. The Unit Owner of Office Unit 120, the public, and any other Unit Owners will not be permitted to access the Court Area, except that Sponsor, the Condominium Board, and/or their respective Permitted Users shall have an easement in, through and upon Office Unit 120 to access these Court Area entrances in order to enter, utilize, and/or maintain the Court Area and any equipment, furniture, and finishings contained therein.

(b) Currently, two of the entrances to the Court Area, located within Office Unit 120, are blocked and/or sealed ("Obsolete Court Area Entrances"). Sponsor's obligations under the Plan do not include an obligation to make the Court Area accessible via these Obsolete Court Area Entrances, and Sponsor does not intend to change the Obsolete Court Area Entrances in any way. Notwithstanding the foregoing, should any future need or desire arise to expand access to the Court Area, Sponsor and the Condominium Board shall have an easement in, through, and upon Office Unit 120 in order to perform any alterations, construction, relocation of furniture, or other work necessary to open, unseal, unblock, or otherwise make operable the Obsolete Court Area Entrances.

(c) Construction or improvements to the Court Area is subject to certain restrictions contained in Section 2.6 of the Reciprocal Agreement for so long as the Court Area is visible from one or more of the lobbies of the Tower Buildings.

**Lead-Based Paint and/or Lead-Based Hazards**

25. (a) 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 Office Building. Sponsor will comply with applicable Law concerning the use of lead-based paint and/or lead-based paint hazards. 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 Units for the presence of lead-based paint.

(b) While Sponsor has to the best of its knowledge received no specific reports regarding lead-based paint in the Office Building, given the age of the Office Building and the widespread use of lead-based paint in preceding decades, it can be assumed that there is lead-based paint present in the Office Building. In addition, there are numerous layers of paint on the walls of the original building. Sponsor makes no representation as to the existence or non-existence of lead-based paint within the walls. Purchasers are advised that, in the event they remove sheetrock at any time in the future, they may be responsible for removing and abating lead-based paint in accordance with applicable Law at their sole cost and expense. See the Section of the Plan entitled "Sponsor's Statement of Office Building Condition" and the Purchase Agreement set forth in Part II of the Plan for further details.

**Excess Development Rights**

26. Sponsor does not believe that any Excess Development Rights are available to the Office Building. However, 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 Office Building and views from Units 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.)

**Marketing Materials**

27. In no event shall the presence of any furniture, furnishings, finishes, equipment or decorations, wall coverings, window treatments, carpeting and the like ("FFE") in any portion of the Office Building or Units 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 Office Building or Units. The presence of FFE in such marketing materials is for illustrative purposes only. In addition, marketing materials may use designations, labels or nomenclature to describe certain areas or rooms within Units that differs from the designations utilized on the Floor Plans of the Units set forth in Part II of the Plan. The use of such designations, labels or nomenclature is for marketing purposes only and does not obligate Sponsor to deliver such areas or rooms designed or fitted out in the manner depicted or implied in the marketing materials.

**Resale Fee**

28. Each Office Unit Owner who acquired an Office Unit from Sponsor ("Sponsor Sale") and subsequently enters into an agreement, written or oral ("Resale Agreement") to resell the Office Unit prior to the first anniversary of the Closing of the Sponsor Sale ("Resale") shall be obligated to pay

Sponsor a portion of the proceeds of the Resale ("Resale Fee"). Such Office Unit Owner will be required to send Sponsor a copy of the Resale Agreement within 10 days after entering into the Resale Agreement. The Resale Fee paid to Sponsor at the closing of the Resale shall be equal to 50% of the difference between: (A) the sales price of the Office Unit as set forth in the Resale Agreement less the following expenses actually paid for by the Office Unit Owner (to the extent applicable): (1) brokerage commissions not exceeding 1.5% in the aggregate; (2) transfer taxes imposed by Law, if paid for by the Office Unit Owner, and (3) actual legal fees not exceeding $5,000; and (B) the Purchase Price paid to Sponsor in connection with the Sponsor Sale. (See the Section of the Plan entitled "Rights and Obligations of Unit Owners" and the By-laws for further details.)

**Principals of Sponsor Have Executed The Certification of Sponsor and Principals for Compliance with the Martin Act and Governing Regulations**

29. Consistent with a recent First Department decision, the principals of Sponsor expressly disclaim the existence of any private right of action for contract claims by individual unit owners (or a board on their behalf) in connection with or arising solely from their execution of the Certification of Sponsor and Principals, absent liability under another statute or under an alter-ego or other veil-piercing theory. See Board of Managers of 184 Thompson Street Condominium v. 184 Thompson Street Owner LLC. et al, 2013 N.Y. Slip Op 03574 (1st Dept. May 16, 2013).

**Flood Zone/Insurance**

30. (a) The budgeted line item for the insurance premiums set forth in Schedule B represents current insurance premiums at current rates. In recent years, premiums for insurance (especially fire, terrorism, liability and flood insurance) have increased significantly. Although the projections in Schedule B are believed to be reasonable, Purchasers should note that insurance premiums could increase depending on market and weather conditions. It is not possible to predict whether future premiums will continue to escalate at the same substantial rate or will level off. No guarantee is given that insurance premiums will not increase.

(b) Additionally, the NFIP map reflects the Office Building as being in Flood Zone X. Sponsor is advised that the New York City Flood zone map is being updated, post Super Storm Sandy. Consequently, it is difficult to estimate the flood related insurance premium, nor to predict the ultimate flood zone designation of the Office Building.

(c) Sponsor makes no representation that the insurance limits set forth in Schedule B will meet the requirements of a lender who finances the purchase of a Unit. If Purchaser's lender requires additional insurance, Purchaser will be obligated to obtain such supplemental insurance at Purchaser's sole cost and expense, including, without limitation, any supplemental dwelling flood policy provided by NFIP, which is not included in Schedule B.

**Union Labor**

31. While the Office Building is currently and will, following submission of the Property to condominium ownership, be subject to various union contracts, non-union labor is permitted provided that such labor is performed (i) in a manner which will not interfere with, or cause any labor disturbances or stoppages in, the work of Condominium employees, hotel employees or other contractors or subcontractors employed in the Units or the Building (which may result from, among other things, the use of non-union labor), and (ii) in compliance with the Declaration, the Condominium By-Laws, the Rules and Regulations, the Reciprocal Agreement, and all Laws. (See the Section of the Plan entitled "Rights and Obligations of Unit Owners" and the By-laws for further details.)

**Reciprocal Agreement**

32. (a) Atop the Office Building are located two towers: a 32-story tower on the western side (the "West Tower Building") and a second 32-story tower on the eastern side (the "East Tower Building") (the West Tower Building and East Tower Building, collectively, the "Tower Buildings"). The West Tower Building, the East Tower Building, and the Office Building are collectively the "Structure." The West Tower Building and the East Tower Building are owned in fee by separate cooperative housing corporations. The Office Building is owned in fee by Sponsor. Only the Office Building is the subject of this Offering Plan.

(b) On November 4, 1966, a reciprocal agreement was entered into in connection with the Structure (the "Reciprocal Agreement"). Pursuant to the Reciprocal Agreement, the owner of the West Tower Building ("West Tower Building Owner"), the owner of the East Tower Building ("East Tower Building Owner"), and the owner of the Office Building ("Office Building Owner") (collectively, the "Building Owners") each have certain rights, easements, appurtenances, interests, and benefits with respect to the Structure.

(c) The Reciprocal Agreement grants the Building Owners and their respective Permitted Users certain easement rights with respect to the Structure:

(i) The Tower Building Owners and their respective Permitted Users have certain easement rights with respect to the Office Building. These easement rights include, but are not limited to: (i) areas located on the ground floor and mezzanine level of the Office Building, including the central, west, and east lobbies, certain mail rooms, storage areas, a pram room, service entrances, sidewalks, the truck loading space, driveways, connecting passageways between these areas, and other areas; and (ii) areas located in the cellar of the Office Building, including a certain incinerator room (notwithstanding that such room is no longer utilized for incinerators), a certain maintenance room, laundry room, control room, connecting passageways between these areas, and other areas; and (iii) rights of ingress, egress, and/or use with respect to certain elevators, elevator shafts, and stairways throughout the Office Building.

(ii) The Office Building Owner and its Permitted Users have certain easement rights with respect to the Tower Buildings, including a right of ingress and egress through certain elevators, stairways, and hallways leading to the tops of the Tower Buildings and over and across the tops of the Tower Buildings.

(d) The Structure must be insured with property insurance and liability insurance. Additionally, the Office Building Owner and the East Tower Building Owner are responsible to obtain and maintain an additional liability insurance required under Article 4(a) of an agreement dated May 10, 1962 and approved by the Board of Estimate of the City of New York, as amended by instrument dated December 17, 1964 and approved by the Board of Estimate on that day, as referenced in the Reciprocal Agreement under Article 17.2.

(e) Sponsor and/or the Condominium Board shall not make any alterations which will diminish the benefits afforded a Tower Building Owner by easement, or interrupt a Tower Building Owner's use of an easement afforded it without such affected Tower Building Owner's consent. In the event that Sponsor and/or the Condominium Board wish to perform an alteration that may affect a Tower Building Owner's easement rights, Sponsor and/or Condominium Board shall give such affected Tower Building Owner a copy of the plans showing the proposed alterations insofar as such alterations will relocate or affect such easement. If, within 30 days of delivery of the plans, the affected Tower Building Owner fails to deliver notice stating that such alteration violates the provisions of the Reciprocal Agreement, then such Tower Building Owner shall have waived its right to object.

(f) Alterations shall be made in a manner as to minimize any noise or vibration which would disturb an occupant of the Tower Buildings. Additionally, except in an emergency, no alterations shall

be made after 8 p.m. of any day and before 8 a.m. of the following day if such alteration would to any degree create noise or vibration which would disturb a residential occupant of a Tower Building.

(g) For more details, see (i) the Section of the Plan entitled "Summary of the Reciprocal Easement" set forth in Part I of the Plan, (ii) Exhibit F to the Declaration entitled "Floor Plans Reflecting Easement Areas" set forth in Part II of the Plan, and (iii) the Reciprocal Agreement, which is available at the office of Selling Agent for inspection without charge and for copying at a reasonable fee. In the event of any inconsistency between the terms of the Reciprocal Agreement and the Offering Plan, the terms of the Reciprocal Agreement will govern.

**Cost Sharing and Maintenance Obligations for the Structure**

33. (a) A Cost Sharing and Maintenance Memorandum Forming Part of Reciprocal Agreement, dated November 4, 1966, sets forth the responsibility of each of the respective Building Owners with regard to the performance of maintenance in the Structure (including the common areas) and allocates the costs of such maintenance among the Office Building Owner and the Tower Building Owners.

(b) The Building Owners have an agreement with respect to the heating, ventilating, and air condition costs ("HVAC Costs") incurred in servicing the Structure, which are allocated on the following basis:

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|---|---|
| Office Building Owner: | 29% |
| West Tower Building Owner: | 35.5% |
| East Tower Building Owner | 35.5% |

(c) Each Building Owner also pays 1/3 of charges for capital projects shared among the Building Owners, as reflected in Annex III of Reciprocal Agreement Estoppel Certificates entered into between the Office Building Owner and the individual Tower Building Owners, each dated December 10, 2013.

# INTRODUCTION

## Nature of the Transaction

866 UN Plaza Property LLC ("Sponsor"), a limited liability company organized and existing under the laws of the State of Delaware, having an office at 130 East 59th Street, Suite 1300, New York, New York 10022 is the fee owner of a parcel of land consisting of approximately 102,665 square feet and the office building thereon located in the State of New York, County of New York, having a street address of 866 United Nations Plaza (the "Property").

Sponsor presents this offering plan, as the same may be amended from time to time ("Plan") for the establishment of a commercial condominium to be owned cooperatively under the laws of the State of New York pursuant to the Condominium Act. The Condominium will be known as 866 United Nations Plaza Condominium and will be located at 866 United Nations Plaza, New York, New York 10017.

The principals of Sponsor who will be actively involved in this offering are Jeffrey M. Kaplan, Timothy P. Yantz, and J. Andrew McDaniel. (See the Sections of the Plan entitled "Identity of Parties" and the "Certification of Sponsor and Principals" in Part II of the Plan for details.)

The Condominium will consist of: (a) 93 Office Units, (b) 5 Retail Units, (c) 1 Garage Unit, and (d) 50 Storage Rooms in a building containing 6 stories (plus 1 mezzanine level) above-grade and 1 cellar level below-grade (the "Office Building"). The Office Units, Retail Units, and Garage Unit are collectively, referred to as the "Units."

Atop the Office Building are located two towers: a 32-story tower atop the Office Building on the western side (the "West Tower Building") and a second 32-story tower atop the Office Building on the eastern side (the "East Tower Building") (the West Tower Building and East Tower Building, collectively, the "Tower Buildings"). The West Tower Building, the East Tower Building, and the Office Building are collectively the "Structure." The West Tower Building and the East Tower Building are owned in fee by separate cooperative housing corporations. The Office Building is owned in fee by Sponsor. Only the Office Building is the subject of this Offering Plan.

Any reference to the "Office Building" in the Plan specifically excludes the Tower Buildings.

## 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 such amendment on Purchasers and Unit Owners.

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 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 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 may borrow the Plan upon payment of a $300 deposit, which amount will be fully refunded upon either (i) the prompt return of the Plan in good condition or (ii) the execution by the prospective Purchaser of a Purchase Agreement subsequently accepted by Sponsor. Purchasers are also advised to consult with their own attorneys or other advisers before agreeing to purchase. All documents are important and should be carefully read by Purchasers.

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

**The Property**

The Office Building has a permanent certificate of occupancy ("PCO").

Sponsor will have no liability to any Purchaser, nor will any Purchaser be entitled to any credit, offset or reduction in the Purchase Price or otherwise be relieved from any obligations under the Purchase Agreement, if the First Closing occurs earlier or later than the projected date, or the time to complete or to close title to any Unit is delayed or postponed by Sponsor. Sponsor has the right to change the projected First Year of Condominium Operation from time to time by an amendment to the Plan. If the First Closing does not occur within 12 months after the date set forth in Schedule B for the First Year of Condominium Operation in effect on the date a Purchaser and Sponsor entered into a Purchase Agreement, Sponsor will offer those affected Purchasers only a right to rescind their Purchase Agreements for 15 days from the Presentation Date of the amendment disclosing Sponsor's failure to close within such time frame. Any Purchasers electing rescission will have their Deposits returned together with any interest earned thereon.

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

**Reciprocal Easement**

On November 4, 1966, a Reciprocal Agreement was entered into in connection with the Structure. Pursuant to the Reciprocal Agreement, the West Tower Building Owner, the East Tower Building Owner, and the Office Building Owner each have certain rights, easements, appurtenances, interests, and benefits with respect to the Structure.

Pursuant to the Reciprocal Agreement, the Building Owners and their respective Permitted Users have certain easement rights with respect to the Structure:

(1) The Tower Building Owners and their respective Permitted Users have certain easement rights with respect to the Office Building. These easement rights include, but are not limited to: (i) areas located on the ground floor and mezzanine level of the Office Building, including the central, west, and east lobbies, certain mail rooms, storage areas, a pram room, service entrances, sidewalks, the truck loading space, driveways, connecting passageways between these areas, and other areas; and (ii) areas located in the cellar of the Office Building, including a certain incinerator room (notwithstanding that such room is no longer utilized for incinerators), a certain maintenance room, laundry room, control room, connecting passageways between these areas, and other areas; and (iii) rights of ingress, egress, and/or use with respect to certain elevators, elevator shafts, and stairways throughout the Office Building.

(2) The Office Building Owner and its Permitted Users have certain easement rights with respect to the Tower Buildings, including a right of ingress and egress through certain elevators, stairways, and hallways leading to the tops of the Tower Buildings and over and across the tops of the Tower Buildings.

The Structure must be insured with property insurance and liability insurance. Additionally, the Office Building Owner and the East Tower Building Owner are responsible to obtain and maintain an additional liability insurance required under Article 4(a) of an agreement dated May 10, 1962 and approved by the Board of Estimate of the City of New York, as amended by instrument dated December 17, 1964 and approved by the Board of Estimate on that day, as referenced in the Reciprocal Agreement under Article 17.2.

Sponsor and/or the Condominium Board shall not make any alterations which will diminish the benefits afforded a Tower Building Owner by easement, or interrupt a Tower Building Owner's use of an easement afforded it without such affected Tower Building Owner's consent. In the event that Sponsor and/or the Condominium Board wish to perform an alteration that may affect a Tower Building Owner's easement rights, Sponsor and/or Condominium Board shall give such affected Tower Building Owner a copy of the plans showing the proposed alterations insofar as such alterations will relocate or affect such easement. If, within 30 days of delivery of the plans, the affected Tower Building Owner fails to deliver notice stating that such alteration violates the provisions of the Reciprocal Agreement, then such Tower Building Owner shall have waived its right to object. Alterations shall be made in a manner as to minimize any noise or vibration which would disturb an occupant of the Tower Buildings. Additionally, except in an emergency, no alterations shall be made after 8 p.m. of any day and before 8 a.m. of the following day if such alteration would to any degree create noise or vibration which would disturb a residential occupant of a Tower Building. Construction or improvements to the enclosed, outdoor space located on the ground floor in the center of the Office Building ("Court Area") is subject to certain restrictions pursuant to Section 2.6 of the Reciprocal Agreement for so long as the Court Area is visible from one or more of the lobbies of the Tower Buildings.

For more details, see the Section of the Plan entitled "Summary of the Reciprocal Easement" in Part I of the Plan and the Reciprocal Agreement, which is available at the office of Selling Agent for inspection without charge and for copying at a reasonable fee. In the event of any inconsistency between the terms of the Reciprocal Agreement and the Offering Plan, the terms of the Reciprocal Agreement will govern.

**Cost Sharing and Maintenance Obligations for the Structure**

A Cost Sharing and Maintenance Memorandum Forming Part of Reciprocal Agreement, dated November 4, 1966, sets forth the responsibility of each of the respective Building Owners with regard to the performance of maintenance in the Structure (including the common areas) and allocates the costs of such maintenance among the Office Building Owner and the Tower Building Owners.

The Building Owners have an agreement with respect to the heating, ventilating, and air condition costs ("HVAC Costs") incurred in servicing the Structure, which are allocated on the following basis:

| | |
|---|---|
| Office Building Owner: | 29% |
| West Tower Building Owner: | 35.5% |
| East Tower Building Owner | 35.5% |

Each Building Owner also pays 1/3 of charges for capital projects shared among the Building Owners, as reflected in Annex III of Reciprocal Agreement Estoppel Certificates entered into between the Office Building Owner and the Tower Building Owners, each dated December 10, 2013.

**Offering of Units for Sale**

Sponsor offers the Units for sale pursuant to the Plan. The Purchase Prices for each of the Units are listed in the Section of the Plan entitled "Schedule A - Offering 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.

The Units are being sold "as is" in the condition in which they exist on the date of the Purchase Agreement.

**Offering of Storage Room Licenses for Sale**

Sponsor offers Storage Rooms for sale pursuant to the Plan pursuant to a licensing arrangement ("Storage Room License") and reserves the right to designate at Closing the specific Storage Room which will be subject to the Storage Room License, in Sponsor's sole discretion. A Storage Room may only be purchased by a Purchaser of a Unit. The Purchase Prices for the Storage Rooms are listed in Schedule "A." THESE PRICES HAVE BEEN SET BY SPONSOR AND ARE NOT SUBJECT TO APPROVAL BY THE DEPARTMENT OF LAW OR ANY OTHER GOVERNMENTAL AGENCY. The Condominium Board has the right to impose monthly license fees and Special Assessments in connection with the Storage Room Licenses.

Sponsor reserves the right to offer as many Storage Rooms as it determines and to withhold one or more for future sale. Sponsor reserves the right to designate at Closing the specific Storage Room which will be subject to the Storage Room License. In addition, Sponsor has the right to limit the number of Storage Rooms sold to any single Purchaser of a Unit or to make bulk sales, as it deems fit.

While Sponsor is presently offering the Storage Rooms for sale, based upon market conditions, until such time as Purchasers have executed Purchase Agreements with respect to 90% of the Storage Rooms, Sponsor reserves the right to withdraw the offering of any particular Storage Room. The above threshold percentage (i) may be reduced by Sponsor in its sole discretion by amendment to the Plan; and (ii) may be attained subsequently to the Plan being declared effective. If Sponsor elects to withdraw the offering of any Storage Rooms, Sponsor reserves the right to utilize such Storage Room for any use as determined by Sponsor in its sole discretion, including, without limitation, incorporating such areas into one or more of the Retail Units. The withdrawal of the offering of any Storage Rooms shall be disclosed by Sponsor in an amendment to the Plan and a Purchaser shall only be relieved of Purchaser's obligation to purchase the particular Storage Room, but shall remain obligated to purchase the Unit. At Closing, Purchaser will receive a credit against the Balance of the Purchase Price equal to the amount allocated to the withdrawn Storage Rooms, to the extent any such money has been paid to Sponsor. Although the Storage Rooms are Common Elements, the Condominium Board has granted Sponsor the exclusive right, without charge, to sell Storage Rooms. The Condominium will not be entitled to any of the proceeds from the sale of the Storage Rooms.

**Conveyance of Title**

In the event of the existence of any lien, encumbrance or title defect other than Permitted Encumbrances which Sponsor fails or refuses to correct, the sole remedy of Purchaser under the Plan, provided Purchaser is not then in default, will be to either (i) take title subject to the title defect (without any abatement in, or credit against, the Purchase Price, or any claim or right of action against Sponsor for damages or otherwise) or (ii) terminate the Purchase Agreement, within 15 days after receipt of notice or an amendment disclosing such lien, encumbrance or title defect. If Purchaser fails to notify Sponsor of Purchaser's election within 15 days after Sponsor notified Purchaser of Sponsor's failure or refusal to remedy the title defect, it will be conclusively deemed that Purchaser elected to acquire title subject to the title defect. Sponsor has no obligation to institute any action or proceeding or to expend any sum of money in excess of ½ of 1% of the Purchase Price of the affected Unit to make title insurable or to eliminate any encumbrances or title defects. (See the Section of the Plan entitled "Terms of Sale" for details.)

**Sponsor's Reservation of Right to Rent Rather than Sell Units**

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

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

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

**Basic Aspects of Condominium Ownership**

The ownership of a Unit is similar in many respects to the ownership of a building. Each Unit Owner will own fee title to its Unit, subject to the Reciprocal Agreement, and 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 Office Building stands and foundations and supports of the Office Building, these Common Elements being more specifically designated as "General Common Elements," and (ii) portions of the Office Building serving and benefiting the Office Units, exclusively, these Common Elements being more specifically designated as "Office Common Elements."

Operation of the Condominium will be vested in a Condominium Board, the members of whom will be elected by the Unit Owners, subject to the rights of Sponsor, the Retail Unit Owners, and the Garage Unit Owner to designate members of the Condominium Board, as set forth in the Section of the Plan entitled "Rights and Obligations of the Condominium Board/Summary of By-Laws." When voting for members of the Condominium Board, each Unit Owner shall be entitled to cast one vote for each .0001% of Common Interest attributable to the Unit per 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 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 any other Unit. In the opinion of Tax Counsel to Sponsor, which opinion is set forth in full in Part II of the Plan, a Unit Owner who itemizes deductions may be eligible, under current Law, to deduct from income for income tax purposes, real estate taxes and interest paid on the Unit Owner's mortgage, subject to certain exceptions and limitations discussed in the "Attorney's Income Tax Opinion" set forth in Part II of the Plan. (See the Section of the Plan entitled "Income Tax Deductions to Unit Owners and Tax Status of the Condominium" for details.)

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

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

"Condominium" shall mean the 866 United Nations Plaza 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 amended from time to time (New York Real Property Law, Article 9-B).

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

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

"Declarant" shall mean 866 UN Plaza Property LLC and its successors and assigns.

"Declaration" shall mean the instrument creating the Condominium, as the 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 Purchasers 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, if any.

"East Tower Building" shall mean the 32-story residential apartment tower located atop the Office Building on the eastern side.

"East Tower Building Owner" shall mean the Person who holds fee title of record to the East Tower Building.

"Excess Development Rights" shall mean certain rights, as determined by the Zoning Resolution of the City of New York ("Zoning Resolution"), if any, 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 Office 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.

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

"Facilities" shall mean all personal property and fixtures now or hereafter existing in, on, or under the Land or the Office 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, 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, davits and rigs for window cleaning.

"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 Unit Owners.

"First Closing" shall mean the Closing of Title with respect to the first Unit 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 - First Year's Budget." 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.

"Garage Unit" shall mean the Unit designated as a Garage Unit in the Declaration together with its Common Interest.

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

"GBL" shall mean Section 352-e 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 the Units or the Unit Owners or necessary for, or convenient to, the existence, maintenance, or safety of the Property (except with respect to the Storage Rooms, which are only available for use by the licensee of the particular Storage Room), 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 reserve fund for working capital for replacements with respect to the General Common Elements.

"Initial Control Period" shall mean the period ending on the Closing of Title with Purchasers under the Plan to Office Units representing at least 90% of all Office Common Interest in the aggregate.

"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) 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 Permitted Mortgage where the initial holder is 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 1360, Lot 1 and more particularly described in Exhibit A to the Declaration.

"Law" shall mean any of the following which are applicable at the time in question: laws, ordinances and codes of any or all of the Federal, New York State, New York City, County and Borough governments, including, without limitation, the Buildings Department, the Landmarks Preservation Commission, the rules, regulations, orders and directives of any or all departments, subdivisions, bureaus, agencies, or offices thereof or of any other governmental, public or quasi-public authorities having jurisdiction over the Property and/or the Condominium and/or the direction of any public officer pursuant to Law.

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

"Mortgage Representative" shall mean not more than 3 representatives designated by the holders of Institutional Mortgages constituting a majority in principal amount of all Institutional Mortgages, 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 the By-laws.

"Notice Work" shall mean any of the following forms of Unit Work: (i) structural alterations, additions, improvements, or repairs in or to the interior portions of the Units, whether ordinary or extraordinary, (ii) any alterations, additions, improvements, or repairs which impact the building systems, another Unit, a Common Element, or any portion of any of the foregoing ("Common and Private Areas"), (iii) the installation, operation, maintenance, repair, alteration, rebuilding, restoration and replacement of any pipes, wires, ducts, vents, cables, conduits or other lines, equipment or facilities forming a part of or relating to the Unit in, over, under, through or upon the Common and Private Areas, or (iv) any Unit Work for which the cost for completion (including, without limitation, costs of all services and materials) exceed $5,000.

"Office Building" shall mean that portion of the Structure located at 866 United Nations Plaza, New York, New York 10017, comprising 6 stories (plus 1 mezzanine level) above-grade and 1 cellar level below-grade, which is the subject of this Offering Plan. Any reference to the "Office Building" specifically excludes the Tower Buildings.

"Office Common Elements" shall mean those portions of the Common Elements either existing for the common use of the Office Units or the Office Unit Owners or necessary for, or convenient to, the existence, maintenance or safety of the Office Units, as more particularly described in the Declaration and the Floor Plans.

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

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

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

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

"Operating Standard" shall mean a standard of operation and management that is (i) in compliance with all Laws, (ii) in compliance with the requirements of the Declaration, the By-Laws, the Rules and Regulations, and the Reciprocal Agreement; and (iii) in keeping with the standards of a first-class mixed use commercial building in midtown Manhattan.

"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 annexed to the form of Purchase Agreement.

"Permitted Mortgage" shall mean a first mortgage permitted to be placed upon a Unit pursuant to the provisions of the By-Laws. So long as the senior loan agreement entered into between Sponsor and Parlex 1 Finance, LLC on December 17, 2013 remains in full force and effect, such loan agreement, as the same may be modified, amended, or supplemented from time to time, shall be deemed a Permitted Mortgage.

"Permitted Mortgagee" shall mean any holder or guarantor of a Permitted Mortgage at the time in question. So long as the senior loan agreement entered into between Sponsor and Parlex 1 Finance, LLC on December 17, 2013 remains in full force and effect, Parlex 1 Finance, LLC, together with its successors and assigns, shall be deemed a Permitted Mortgagee.

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

Unit Owner in the case of such Unit Owner's Unit and its appurtenant Common Elements; or (ii) the Condominium Board; or (iii) the Condominium Documents; or (iv) Sponsor.

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

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

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

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

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

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

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

"Reciprocal Agreement" shall mean that agreement entered into on November 4, 1966 among The Equitable Life Assurance Society of the United States, Alcoa Plaza Associates, Anthony J. Faranda, 860 West Tower Building, Inc., Robert C. Erickson, and 870 East Tower, Inc., setting forth with particularity the rights, easements, appurtenances, interests, and benefits with respect to the Structure, together with all amendments thereto and with other agreements incorporated therein.

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

"Retail Common Expenses" shall mean all costs and expenses to be incurred generally by the Retail Unit Owners pursuant to the Declaration and/or By-Laws.

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

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

"Rules and Regulations" shall mean the Rules and Regulations of the Condominium promulgated in accordance with the By-Laws, as any of such Rules and Regulations may be amended, added to, or deleted from time to time pursuant to the terms of the By-Laws.

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

"Schedule A" shall mean the Section of the Plan entitled "Schedule A - Offering Prices and Related Information."

"Schedule B" shall mean the Section of the Plan entitled "Schedule B - First Year's Budget." Schedule B is sometimes referred to as the "First Year's Budget."

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

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

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

"Sponsor" shall mean 866 UN Plaza Property LLC and its successors and assigns as well as any 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.

"Storage Room" shall mean any storage room offered for sale by pursuant to a Storage Room License and shall include the structural framework and materials out of which the Storage Room is constructed. Each Storage Room is a General Common Element. Any reference in the Plan to "owning a Storage Room" means that the Unit Owner has entered into a Storage Room License for the Storage Room.

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

"Storage Room Licensee" shall mean any Unit Owner who licenses a Storage Room at the time in question. All such Unit Owners are, collectively, referred to as "Storage Room Licensees."

"Structure" shall mean the entire building structure comprising the Office Building, the East Tower Building, and the West Tower Building.

"Title Company" shall mean National Land Tenure Company, LLC, having an office at 1122 Franklin Avenue, Suite 400, Garden City, New York 11530. Telephone: (516) 227-0800, Facsimile: (516) 227-1160, or any successor Title Company at the time in question.

"Tower Buildings" shall mean, collectively, the West Tower Building and the East Tower Building.

"Tower Building Owners" shall mean, collectively, both the West Tower Building Owner and the East Tower Building Owner.

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

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

"Unit Work" shall mean any alterations, additions, improvements, or repairs in, to or upon the interior of a Unit by the Unit Owner of such Unit, whether structural or non-structural, ordinary or extraordinary.

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

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

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

"Unsold Storage Room Licensee" shall mean Sponsor or a principal of Sponsor and (if applicable) a Person designated by Sponsor.

"West Tower Building" shall mean the 32-story residential apartment tower located atop the Office Building on the western side.

"West Tower Building Owner" shall mean the Person who holds fee title of record to the West Tower Building.

"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.

## 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 the Property and Building Condition" contained in Part II of the Plan.

### Location

The Property is located at 866 United Nations Plaza, New York, New York 10017 in the Borough of Manhattan, City and State of New York.

### Improvements - General Description of Units

The Condominium will consist of Office Units, a Garage Unit, Retail Units, and Storage Rooms located within structure consisting of 6 stories (plus 1 mezzanine level) above-grade and 1 story below-grade.

There will also be various amenities for the benefit of the Office Unit Owners, including the use of two lobbies, the services of doormen stationed in each lobby, as well as various utility and service areas located throughout the Office Building. (See the subsection entitled "Services and Facilities" for details.)

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

### The Units

There will be 93 Office Units located on Floors 1 through 6, the square footages of which are set forth on Schedule A.

There will be 5 Retail Units located on Floor 1, the square footages of which are set forth on Schedule A.

There will be 1 Garage Unit located in the cellar, the square footage of which is set forth on Schedule A.

The Office Units, Retail Units, and Garage Unit are being offered for sale at this time. Purchasers are urged to review the Floor Plans and Description of the Property and Building Condition contained in Part II of the Plan for details regarding the Units.

### Storage Rooms

While Sponsor is presently offering the Storage Rooms for sale pursuant to Storage Room Licenses, based upon market conditions, until such time as Purchasers have executed Purchase Agreements with respect to 90% of the Storage Rooms, Sponsor reserves the right to withdraw the offering of any particular Storage Room. The above threshold percentage (i) may be reduced by Sponsor in its sole discretion and by amendment to the Plan and (ii) may be attained subsequent to the Plan being declared effective. If Sponsor elects to withdraw the offering of any Storage Rooms, Sponsor reserves the right to utilize such Storage Rooms for any use as determined by Sponsor in its sole discretion, including, without limitation, incorporating such areas into one or more Retail Units. The withdrawal of the offering of any Storage Rooms shall be disclosed by Sponsor in an amendment to the Plan and a Purchaser shall only be relieved of Purchaser's obligation to purchase the particular Storage Room and shall remain obligated to purchase the Unit. At Closing, Purchaser will receive a credit against the Balance of the Purchase Price equal to the amount allocated to the withdrawn Storage Rooms to the extent any such money has been delivered to Sponsor. Although the Storage Rooms are Common Elements, the Condominium Board has granted Sponsor

the exclusive right, without charge, to sell Storage Rooms. The Condominium will not be entitled to any of the proceeds from the sale of the Storage Rooms. The Condominium Board has the right to impose monthly license fees and Special Assessments in connection with the Storage Rooms.

Storage Rooms will be located throughout the Office Building and in the cellar, as shown in more detail on the Floor Plans set forth in Part II of the Plan. The approximate square footages and Purchase Prices of the Storage Rooms are set forth on Schedule A. Sponsor reserves the right to designate at Closing the specific Storage Room which will be subject to the Storage Room License, in Sponsor's sole discretion. A Storage Room may be used only for the storage of personal or business-related effects of a Unit Owner or its Permitted Users, and in no event shall any food or other perishable item, or any flammable or explosive item or any item which would impose a health or safety threat or cause noxious odors, dirt or other sanitary problems or create a nuisance, be stored therein. Sponsor, however, shall have the right to use any unassigned Storage Room for any purpose permitted by Law or to change the permitted use of any unassigned Storage Room, subject, to the provisions of the By-Laws. Except for Sponsor and the Condominium Board, a Storage Room may not be licensed independently of an Office Unit or a Retail Unit.

**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 Office Building. Set forth as Appendix M to the Description of the Property and Building Condition set forth in Part II of the Plan is a copy of the Local Law 11 Report ("Local Law 11 Report") issued for the Office Building.

Sponsor shall, at its sole cost and expense, make all necessary repairs to the Office Building as indicated in the Local Law 11 Report and in accordance with Law as follows:

(a) all unsafe conditions shall be promptly corrected; and

(b) all safe conditions with a repair and maintenance program shall be corrected by the earlier of (i) the due date on the next Local Law 11 report filing, or (ii) the Closing of the last Unit by Sponsor.

**Services and Facilities**

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

a. Office Building Lobbies and Doormen

There are two lobbies for the use of the Office Unit Owners – a west office lobby ("Office Main Lobby") and an east office lobby ("Office East Lobby") – each of which are located on the first floor of the Office Building. Each lobby contains furniture and furnishings for the use and enjoyment of the Office Unit Owners and utilizes a front desk reception area. The Office Main Lobby is attended by a doorman 24 hours a day, 7 days a week. The Office East Lobby is attended by a doorman on weekdays during the hours of 8 a.m. to 5 p.m.

There are three other lobbies located on the first floor, which are for the use of the East Tower Building and the West Tower Building pursuant to the Reciprocal Agreement. For more details, see the Section of the Plan entitled "Summary of the Reciprocal Agreement."

b. Elevator Service

All automatic elevators are in service 24 hours a day, 7 days a week. Purchasers should refer to the Description of the Property and Building Condition set forth in Part II for details concerning the elevators.

Sponsor reserves the right to restrict access to any full floor Office Unit solely to the Unit Owner or Permitted Users of such Office Unit, by way of elevator lock off, or other means permissible by Law.

c. Telecommunications

The Office Building is pre-wired for telephone, cable television and internet services to the Office Units. Office Unit Owners 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 cable company by each Office Unit Owner subscribing for and activating such service. Sponsor reserves the right to enter into an agreement with a service provider to provide a building wide internet access package, the monthly cost of which will be paid by the Condominium Board and billed to each Office Unit Owner as an Office Common Expense.

d. Mail

All incoming mail will be delivered directly to the individual Office Units in the Office Building. There is also a Messenger Center located adjacent to the Office East Lobby, which coordinates receipt and deliveries of packages on behalf of the Unit Owners.

e. Laundry Facilities

There will not be a laundry room for the use of the Unit Owners. While the cellar contains a laundry room, such room is solely for the use of the Tower Building residents.

f. Heating, Ventilation, and Air Conditioning

The heating, ventilation, and air conditioning ("HVAC") system in the Office Building will be operated Monday through Friday between the hours of 8:00 a.m. and 6:00 p.m. and on Saturdays between the hours of 8:00 a.m. and 1:00 p.m. During this time, all Office Units and Retail Units in the Office Building will be provided with HVAC. Hours of operation of the HVAC system may be modified or regulated by the Condominium Board in its sole discretion. Any Office Unit Owner or Retail Unit Owner who would like HVAC to be provided to the Unit outside of the aforementioned service periods should contact the Managing Agent to negotiate a private arrangement for an additional fee.

g. Refuse Disposal

All refuse shall be deposited in the truck loading berth vestibule, where it will be picked up for disposal by the Condominium's trash removal and recycling consultant. It is the responsibility of each Unit Owner to arrange for all refuse from the Unit to be brought to the truck loading berth vestibule. With respect to the Common Elements and building services spaces, it is the responsibility of the maintenance personnel to transport the refuse to the truck loading berth vestibule for pick-up.

h. Communication Facilities and Intercom System

There is no intercommunication and/or door signal systems for the Office Building.

i. Sprinklers

The sprinkler system for the Office Building is located entirely in the cellar, first floor, and mezzanine section of the Office Building, and shall be in compliance with the Law.

j. Service Entrance

There is a service entrance located on the first floor in the southeast corner of the Office Building, which includes a truck loading space and a loading berth. Hours of access to the service entrance may be regulated by the Condominium Board in its sole discretion.

k. Court Area

There is an enclosed, outdoor space located on the ground floor in the center of the Office Building ("Court Area"), which is a General Common Element. The Court Area is not landscaped or otherwise decorated, and will not be accessible to the public, any Unit Owners, or their Permitted Users, except that Sponsor, the Condominium Board, and/or their respective Permitted Users may access the Court Area for maintenance purposes. While Office Unit 120 contains entrances to the Court Area, neither the Unit Owner of Office Unit 120 nor its Permitted Users shall be permitted access to the Court Area.

l. Marketing Material

In no event shall the presence of any furniture, furnishings, finishes, equipment or decorations, wall coverings, window treatments, carpeting and the like ("FFE") in any portion of the Office Building or Units 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 Office Building or Units. The presence of FFE in such marketing materials is for illustrative purposes only. In addition, marketing materials may use designations, labels or nomenclature to describe certain areas or rooms within Units that differs from the designations utilized on the Floor Plans of the Units set forth in Part II of the Plan. The use of such designations, labels or nomenclature is for marketing purposes only and does not obligate Sponsor to deliver such areas or rooms designed or fitted out in the manner depicted or implied in the marketing materials.

m. General

Maintenance and use of the enumerated services and facilities shall be subject to the 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 and the right to discontinue or increase stated services as appropriate.

Purchasers should also be aware that the hours and dates for move-ins, move-outs and/or alterations, as well as the use of the elevators may be restricted during the period that Sponsor is performing work in the Office Building, if any. However, at all times after the First Closing, the west office lobby will be attended 24 hours a day, 7 days a week by a lobby attendant.

Metro North train service, five (5) subway lines, as well as a variety of restaurant and shopping options. The Office Building is also within close proximity to 8 bus lines, 3 subway lines on Third Avenue and 53rd Street, and a short drive to Pennsylvania (Penn) Station, located at Seventh Avenue and 33rd Street.

Transportation to and from the Condominium, and through New York City, is available by taxi, limousine, private automobiles, subway or bus. There is a commercial parking garage located beneath the Office Building, as well as other garages located nearby. The official United Nations parking garage is located on 48th Street, directly across from the Office Building.

**Medical, Educational and Religious Facilities**

A number of medical centers are located within close proximity to the Office Building, such as New York Hospital, Cornell Medical Center, Memorial Sloan Kettering, Lenox Hill Hospital, New York University Medical Center, Mount Sinai Medical Center and Columbia Presbyterian Medical Center.

Private schools, public schools and parochial schools on the elementary, middle school and high school levels are located within walking distance of the Condominium. There are many colleges available in the New York City area.

There are houses of worship of most major denominations in the vicinity of the Condominium, including the Church Center for the United Nations, located on First Avenue and 44th Street.

**Municipal Services**

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

The local police station is located at 167 E 51st Street, New York, NY 10022.

The local fire station is located at 165 E 51st Street (between Third and Lexington Avenues), New York, NY 10022

**Mailing Address**

The mailing address for the Office Building is 866 United Nations Plaza, New York, New York 10017.

**Zoning**

The Office Building is located within a C5-2 zoning district which permits use of department stores, large office buildings, and mixed buildings with residential spaces above office or commercial floors.

**Landmark Designation**

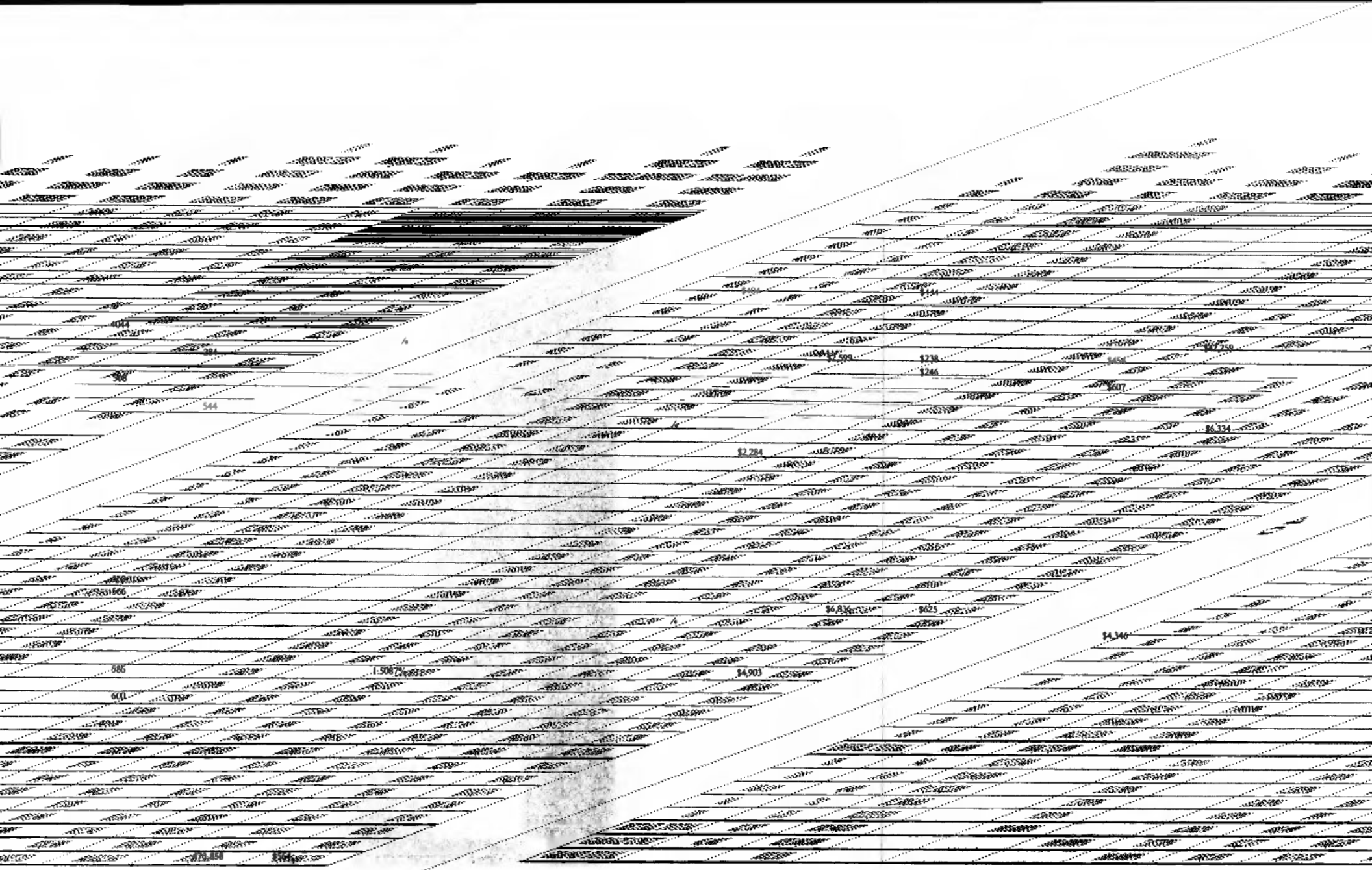
The Office Building does not have landmark status.

**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.

## SCHEDULE A – OFFERING PRICES AND RELATED INFORMATION

| | | |



**Notes to Schedule A**

1. Purchasers should refer to the Floor Plans included in Part II of the Plan for an approximation of the dimensions of the Units. Each Unit should be inspected to determine its actual dimensions, layout and physical condition prior to Closing.

2. (a) The square footages of the Units and Storage Rooms listed in Schedule A represent sellable square footages. With respect to the Office Units, the square footages set forth in Schedule A exceed the square footages set forth in Exhibit B to the Declaration. With respect to all Units and Storage Rooms, both the square footages in Schedule A and those in Exhibit B exceed the usable floor area of each Unit and each Storage Room, as is customary in New York. Any Common Elements located within or appurtenant to any Unit shall not be considered as part of that Unit.

(b) The square footages set forth in Exhibit B to the Declaration are approximate and may change due to field conditions, construction variances and tolerances. There is a rebuttable presumption that an increase or decrease in the square footage of a Unit by 5% or less (excluding interior partitions) is not a material and/or adverse change. In the absence of such proof to the contrary, if the net square footage of the Unit, as set forth in Exhibit B to the Declaration, is so decreased, Sponsor's sole obligation shall be to refund the Deposit made under the Purchase Agreement and any interest earned thereon. 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) to the underside of the ceiling.

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

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

(b) The percentage interest of each Office Unit in the Office Common Elements is apportioned in the same proportion that the Office Unit bears to the aggregate Common Interests of all of the Office Units in the Condominium.

be construed as, warranties as to future assessed valuations, tax rates or the actual real estate taxes to be assessed. In no event will Sponsor, Selling Agent, Sponsor's Special Tax Counsel or Sponsor's Real Estate Tax Consultant be liable to any Purchaser, nor will any Purchaser have the right to rescind the Purchase Agreement if the assessed valuations, tax rates or taxes, when actually established, are lesser or greater than that predicted herein or if the Administrative Code and the applicable rules and regulations of the City of New York are changed in the future.

In the opinion of Olshan Frome Wolosky LLP a copy of which is set forth in Part II of the Plan, a Unit Owner who uses the Unit in connection with a trade or business may, under present Law, for Federal, New York State and New York City income tax purposes, be entitled to a deduction for mortgage interest and real estate taxes, subject to certain exceptions and limitations which are more particularly discussed in the Attorney's Income Tax Opinion. Purchasers should review and discuss all financial implications and projections, including the real estate tax and income tax deductions and treatment with their own tax consultants.

At such time as the Units have been separately assessed for real estate tax purposes, each Unit will be taxed as a separate tax lot for real estate tax purposes and a Unit Owner will not be responsible for the payment of, nor will the Unit be subjected to, any lien arising from the non-payment of real estate taxes assessed against any other Unit.

7. These figures represent the aggregate estimated monthly carrying charges which include estimated Common Charges and estimated real estate taxes.

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

**SCHEDULE A-1 – STORAGE ROOMS**

294

2A

4A

204

204

## SCHEDULE B – BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION

**SCHEDULE "B"**
**866 United Nations Plaza Condominium**
**Projected Budget for the First Full Year of Condominium Operation**
**October 1, 2015-September 30, 2016**

**PROJECTED INCOME:**

| | |
|---|---|
| Common Charges (1)..... | |
| Office Unit Common Charges..... | $ 4,578,356 |
| Retail Unit Common Charge..... | $ 136,001 |
| Parking Unit Common Charge..... | $ 151,300 |
| TOTAL PROJECTED INCOME..... | $ 4,865,657 |

**PROJECTED EXPENSES:**

| | |
|---|---|
| Heat and Ventilation (2)..... | $ 463,500 |
| Electricity (3)..... | $ 303,353 |
| Water & Sewer (4)..... | $ 167,735 |
| Repairs & Maintenance (5)..... | $ 558,182 |
| Services Contracts & Supplies (6)..... | $ 2,385,892 |
| Insurance (7)..... | $ 131,455 |
| Management Fee (8)..... | $ 585,540 |
| Legal & Auditing Fees (9)..... | $ 35,000 |
| Administration (10)..... | $ 135,000 |
| Contingency (11)..... | $ 100,000 |
| TOTAL PROJECTED EXPENSES (12)..... | $ 4,865,657 |

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

## Notes to Schedule B

### (1) COMMON CHARGES - (Budget - $4,865,657)

The estimated Common Charges to be collected from Unit Owners during the first year of Condominium operation are based upon the assumption that the first year of Condominium operation will be the twelve months commencing October 1, 2015. The actual first year of operation may be earlier or later.

The allocation for the General Common Expenses to be borne by the owners of the Office Unit, Retail Units and Parking Unit have been allocated on the basis of each Section's respective percentage of total Common Interest, 88.5668%, 4.3562%, and 7.0770% .

| | | Office | Retail | Parking |
|---|---|---|---|---|
| | | 0.885668 | 0.043562 | 0.07077 |
| **Projected Income** | | | | |
| Common charge | | | | |
| Office | 4,578,356 | 4,578,356 | | |
| Retail | 136,001 | | 136,001 | |
| Parking | 151,300 | | | 151,300 |
| **Total Projected Income** | 4,865,657 | 4,578,356 | 136,001 | 151,300 |
| | | | | |
| **Projected Expenses** | | | | |
| Heat, & Hot Water | 463,500 | 441,771 | 21,729 | 0 |
| Electricity | 303,353 | 280,907 | 0 | 22,446 |
| Water & Sewer | 167,735 | 148,557 | 7,307 | 11,871 |
| Repairs & Maintenance | 558,182 | 494,363 | 24,316 | 39,503 |
| Services & Supplies | 2,385,892 | 2,338,608 | 39,654 | 7,630 |
| Insurance | 131,455 | 116,426 | 5,726 | 9,303 |
| Management Fee | 585,540 | 518,594 | 25,507 | 41,439 |
| Legal & Auditing Fees | 35,000 | 30,998 | 1,525 | 2,477 |
| Administration | 135,000 | 119,565 | 5,881 | 9,554 |
| Contingency | 100,000 | 88,567 | 4,356 | 7,077 |
| **Total Projected First Year Expenses** | 4,865,657 | 4,578,356 | 136,001 | 151,300 |

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

If the Common Charges in the revised budget projections exceed the earlier budget projections by twenty-five percent (25%) or more, the Sponsor will offer all purchasers the right to rescind their Purchase Agreements and have their Deposits refunded to them, whether or not the Sponsor offers to guarantee the earlier budget projections. Purchasers should note that the right of rescission will be for a reasonable time that is not less than fifteen (15) days after the date of the presentation of the right of rescind.

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

(8) **MANAGEMENT FEE - (Budget - $585,540)**

At or prior to the First Closing, the Condominium will enter into a management agreement with Jones Lang LaSalle Americas, Inc having an office address at 330 Madison Avenue, New York, NY 10017 a real estate management firm. The agreement will be for an initial term of 1 year. Thereafter, the agreement will be automatically renewed on a month-to-month basis, but may be cancelled by either party without cause, upon not less than thirty (30) days' prior written notice.

The Managing Agent will receive an annual fee of $150,000 payable in equal monthly installments of $12,500. The Managing Agent's fee for the first year of Condominium operation is comparable to the "going rate" for similar services in comparable buildings.

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

In addition to the management fee payable to the management company, Jones Lang LaSalle Americas Inc, the management contract includes reimbursement for the 3 employees who are located on site at 866 UN Plaza. For the first year of condominium operation it is anticipated that the cost will be approximately $435,540 for the General Manager, Assistant General Manager and Administrative Assistant.

Both the management fee and wages and benefits for the on site management personnel will be shared by all Unit Owners based on their respective Percentage of Common Interest.

(9) **LEGAL & AUDIT FEES – (Budget - $35,000)**

The Condominium will engage a law firm to act as the attorney for the Condominium. The estimated cost for these services for the Condominium's first year is $10,000. It is anticipated that the Condominium will enter into an agreement with Weiser Mazars with an address at 60 Crossways Park, Woodbury, New York, 11797 to provide audited financial statements and to prepare tax returns for the Condominium. It is estimated that the first year cost for these services will be $25,000.

These professional fees are for the entire Condominium and have been allocated to all Unit Owners in proportion to their respective Common Interest.

(10) **ADMINISTRATION – (Budget - $135,000)**

The budgeted amount includes anticipated expenses for telephones, cell phones, postage, printing, miscellaneous office supplies, payroll processing costs, permits and fees, telephone usage in the Manager's office and other administrative costs.

These costs for administrative fees have been allocated to each Unit Owner within the Condominium in proportion to their respective Common Interest.

(11) **CONTINGENCY – (Budget - $100,000)**

This item is included in the budget to provide funds for unforeseen increases in General Common Expenses before or after the First Closing or to cover expenses not included in this budget.

The contingency is for the entire Condominium and has been allocated to all Unit Owners in proportion to their respective Common Interest.

### (12) TOTAL PROJECTED EXPENSES – (Budget - $4,865,657)

The projections set forth in this budget assume that the first year of Condominium operation will cover the period from October 1, 2015 through September 30, 2016.

IN THE OPINION OF PENMARK MANAGEMENT LLC, HAVING AN OFFICE AT 770 LEXINGTON AVENUE, NEW YORK, NEW YORK 10065, THE PROJECTED INCOME IS ADEQUATE TO MEET THE ESTIMATED EXPENSES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION. THE BUDGET, HOWEVER, IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE OR WARRANTY BY ANYONE THAT THE ANNUAL COMMON CHARGES OR COMMON EXPENSES FOR THE FIRST OR ANY SUBSEQUENT YEAR OF OPERATION OF THE PROPERTY BY THE BOARD WILL BE AS SET FORTH IN THE BUDGET. IN FACT, IT IS LIKELY THAT THE ACTUAL INCOME AND EXPENSES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION WILL VARY FROM THE AMOUNTS SHOWN IN THE BUDGET.

**OPINION OF COUNSEL RE: REAL PROPERTY LAW SECTION 339-i**

## REAL PROPERTY LAW SECTION 339-i COMPLIANCE LETTER

LETTER TO AG RE: REAL PROPERTY LAW SECTION 339-i(l) COMPLIANCE

Rudder Property Group, LLC
866 United Nations Plaza, Suite 207
New York, New York 10017

December 8, 2014

New York State Department of Law
Real Estate Finance Bureau
120 Broadway, 23rd Floor
New York, New York 10271

Re: 866 United Nations Plaza Condominium ("Condominium")
866 United Nations Plaza
New York, New York 10017 ("Property")

Dear Sir/Madam:

You have requested our opinion regarding the allocation of Common Interests to the Units at the Property as required by NYCRR Section 20.3(y)(5). Except where otherwise indicated, the terms used in this opinion shall have the same meaning as set forth in the commercial Condominium Offering Plan ("Plan") for the Property.

In connection with rendering this opinion we have reviewed the allocation of Common Interests as shown on Schedule A of the Plan and the Declaration establishing the Condominium. We have also considered the relevant Sections of the New York State Condominium Act and such other materials as we deemed relevant. Our opinion is based upon the factual determinations made by Rudder Property Group, LLC ("Real Estate Broker") set forth in its opinion contained in the Plan as required by NYCRR Section 20.3(i). We have made no independent investigation of the truth or accuracy of the factual determinations of the Real Estate Broker.

Based upon our review of the foregoing, we have determined that the Common Interests 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).

Accordingly, based on the foregoing it is our opinion that RPL Section 339-i has been complied with in assigning Common Interests to the Units. This opinion, while based upon existing rules of Law applied to the facts and documents referred to above, is not a guarantee to Purchasers. In no event will 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 Real Property Law Section 339 or other applicable Law.

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

RUDDER PROPERTY GROUP, LLC

By: _____
Name: Michael Rudder
Title: Principal

## CHANGES IN PRICES AND UNITS

Purchase prices for the Units offered hereby are negotiable and Sponsor reserves the right, at any time and from time to time before and after the recording of the Declaration, without giving prior notice (except as otherwise provided herein) and without the consent of the Condominium Board, any Unit Owner or mortgagee, to change the price by a duly filed amendment to the Plan, including, without limitation, the manner of payment thereof and other terms of sale of any Unit, except that no such change with respect to any Unit for which a Purchase Agreement is then in effect may be made without the consent of the Purchaser. 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 general offering or an advertised price but is rather the result of an individually negotiated transaction. If any such change is made, a Purchaser of a Unit affected thereby may pay more or less than other Purchasers under the Plan for similar Units, but this will not affect any prior or subsequent sale of Units which are not the subject of such change. However, the Purchase Prices set forth in Schedule A must be changed by a duly filed amendment to the Plan when the change in Purchase Price (i) is an across the board increase or decrease affecting one or more lines of Units or Unit models; (ii) is to be advertised; or (iii) is a Purchase Price increase for an individual Purchaser.

Sponsor reserves the right to negotiate with each Purchaser the following terms and conditions of the Purchase Agreement among other terms: Purchase Price; the amount and timing of the Deposit; the availability of financing; the payment of Purchaser's financing fees and other closing costs; the availability of Common Charge rebates, Purchase Price rebates and subsidies payable as a credit against the Purchase Price or on a periodic basis; extensions of time periods within which to perform obligations under the Purchase Agreement; the availability of use and occupancy agreements and the amount of interim use and occupancy fees thereunder; and the application of interim use and occupancy fees towards the Purchase Price.

Sponsor reserves the right from time to time to add and/or delete negotiable terms from the list set forth above for all or some Purchasers. 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 Office Building, approximate size and layout of the 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 Units, or to meet particular requirements of Purchasers, or for any other reason, Sponsor reserves the right (except to the extent prohibited by Law) at any time and from time to time, before and after the recording of the Declaration, without giving prior notice and without the consent of the Condominium Board, any Unit Owner or mortgagee, to (a) change the size, layout and square footage of, or number of rooms in, any Unsold Unit, (b) change the size and/or number of Unsold Units by dividing one or more such Units into two or more separate Unsold Units, combining separate Unsold Units (including those resulting from such subdivision or otherwise) into one or more Unsold Units, altering any boundary walls between one or more Unsold Units, or otherwise, including incorporating Common Elements (such as a portion of a hallway) which exclusively benefit an Unsold Unit into such Unsold Unit without changing the percentage of Common Interest of such Unit, and (c) if appropriate, reapportion among the Unsold Units affected by any such change, their aggregate Common Interests. In the event of any change pursuant to either (b) or (c) above, such change shall be disclosed in a duly filed amendment to the Plan. No such change, including any change in the Common Interest or in the amount or quality of Common Elements directly affecting or servicing a Unit, will be made with respect to such Unsold Unit for which a Purchase Agreement is then in effect which increases or decreases the square footage (excluding interior partitions) or Common Interest by more than 5%, or materially changes the Unsold Unit size, the layout or Common Interest of such Unsold Unit, unless the Purchaser consents to such changes. There is a rebuttable presumption that an increase or decrease in the square footage of a Unit, as set forth in Exhibit B to the Declaration, by 5% or less (excluding interior partitions) is not a material and/or adverse change. Provided Purchaser's consent is not required, a Purchaser

will not be excused from purchasing the Unit and will not have any claim against Sponsor as a result of any such change and such change 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.

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

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

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.

The provisions set forth in this Section of the Plan shall also apply to Storage Rooms, as applicable.

giving of notice of Sponsor's election to close title to the Unit in accordance with the 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 the Purchase Agreement (including, but not limited to, attorneys' fees, disbursements and costs of collection).

If Purchaser fails for any reason to close title to the Unit on the Scheduled Closing Date, other than due to Sponsor's failure or inability to Close: (a) 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 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 0.03% of the Purchase Price of the Unit per day commencing with the Scheduled Closing Date through the Actual Closing Date, 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 the Purchase Agreement and the Plan. If through no fault of Purchaser, Sponsor postpones the 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.

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

If a Purchaser has entered into Purchase Agreements to purchase more than one Unit, 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 such a default, Sponsor may, at its option, cancel each such Purchase Agreements and retain, as liquidated damages, all of the entire Deposits made by Purchaser, together with any interest earned thereon, if any, under each of the 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 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.

Prior to the Closing of Title to a Unit, the Purchase Agreement prohibits a Purchaser from listing such Unit for sale or rental with any broker or placing or authorizing any listing in any broker's listing system or other listing service or from advertising or otherwise offering, promoting or publicizing the availability of such Unit for sale or rental, without Sponsor's prior written consent, which consent may be unreasonably withheld, conditioned, or delayed in Sponsor's sole and absolute discretion. Any such action by Purchaser in violation of the terms of the Plan will 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 entire Deposit made by Purchaser, together with interest earned thereon.

If the Plan is withdrawn or abandoned, all Deposits previously paid to and actually collected by Sponsor, together with any interest earned thereon, shall be returned to Purchaser in accordance with the provisions set forth in the Section of the Plan entitled "Effective Date."

From and after the Closing of each Unit, Purchaser will become obligated for the payment of Common Charges (once Common Charges are assessed by the Condominium Board), real estate taxes and

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 Office Building. Sponsor will comply with applicable Law concerning the use of lead-based paint and/or lead-based paint hazards. 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 Units for the presence of lead-based paint.

While Sponsor has, to the best of its knowledge, received no specific reports regarding lead-based paint in the Office Building, given the age of the Office Building and the widespread use of lead-based paint in preceding decades, it can be assumed that there is lead-based paint present in the Office Building. In addition, there are numerous layers of paint on the walls of the original building. Sponsor makes no representation as to the existence or non-existence of lead-based paint within the walls. Purchasers are advised that, in the event they remove sheetrock at any time in the future, they may be responsible for removing and abating lead-based paint in accordance with applicable Law at their sole cost and expense. See the Section of the Plan entitled "Sponsor's Statement of Office Building Condition" and the Purchase Agreement set forth in Part II of the Plan for further details.

## 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. As of the Filing Date of the Plan, 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" ("Escrow Account") at JP Morgan Chase Bank located at 270 Park Avenue, New York, New York 10017 ("Escrow Bank"). Escrow Bank is authorized to do business in the State of New York. All checks tendered in connection with Deposits properly made payable to "Starr Associates LLP, as Escrow Agent" will be placed in the Escrow Account within 5 business days after tender by Purchaser to Sponsor or Selling Agent. Any subsequent funds tendered by Purchaser after the Deposit will be placed in the 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 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 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 Escrow Account so that checks may be drawn thereon. The Escrow Account is not an IOLA account.

## 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, conditioned, 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 $1,250.00, 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.

## EFFECTIVE DATE

The offering by Sponsor of the Units under the Plan is contingent upon the Plan being declared effective. The First Closing shall not occur until the Plan has been declared effective. The Plan may be declared effective, at Sponsor's option by (i) an amendment to the Plan or (ii) notice to each Purchaser stating that the Plan is declared effective and submission of an amendment to the Department of Law within 5 days confirming that the Plan was declared effective on a specified date. The Plan may be declared effective, at Sponsor's option, at any time after both the following events have occurred: (i) bona fide third-party purchasers, including investors, have executed Purchase Agreements with respect to not less than 15% of the Units offered for sale (i.e. 15 Units based on 99 Units offered for sale) and (ii) such executed Purchase Agreements with bona fide third-party purchasers represent not less than 82,811 sellable square feet of Office Unit space in the aggregate, pursuant to the terms of certain loan agreements entered into by Sponsor (as described in more detail in the Section of the Plan entitled "Rights and Obligations of Sponsor"). The Plan must be declared effective at such time as Purchase Agreements have been executed and are in effect with respect to 80% of the Units offered for sale (i.e., 80 Units assuming 99 Units offered for sale).

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) 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, in lieu thereof, at least 7 days to rescind after executing a Purchase Agreement; or (iii) signed by any Purchaser who is Sponsor, Selling Agent, Managing Agent or a principal of either, or is related by blood, marriage or adoption or as a business associate, an employee, a shareholder or a limited partner of Sponsor, Selling Agent, Managing Agent or a principal of either, except that such a Purchaser (other than Sponsor or a principal of Sponsor) may be counted only if Sponsor has submitted proof satisfactory to the Department of Law establishing that Purchaser is bona fide.

Once the Plan has been declared effective, it may not thereafter be abandoned, except that, prior to the First Closing, the Plan may, at the option of Sponsor, be abandoned in the event of: (1) the existence of one or more title defects (including violations of record or work orders of a mortgagee or insurance carrier) affecting any one or more Units or the Property that cannot be removed, complied with or cured without litigation or for less than ½ of 1% of the total offering amount in the aggregate, and which are not waived by the Purchasers thereof; (2) a substantial damage to or destruction of the Office Building (or any portion thereof) by fire or other casualty that cannot be repaired prior to the date set for the First Closing for less than ½ of 1% of the total offering amount in the aggregate; or (3) a taking of a material portion of the Property in condemnation proceedings or by eminent domain. Excluded from the dollar amounts set forth in (1) and (2) above are attorneys' fees and title defects (including violations of record or work orders) or determinations of any authority or regulatory association which existed on the Filing Date of the Plan and were either known to Sponsor or were a matter of public record.

If the Plan is abandoned and Sponsor has accepted Purchase Agreements, 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 Agreement, all Deposits, together with any interest earned thereon, will be returned to Purchasers 5 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. If the Plan is abandoned and Sponsor has not accepted Purchase Agreements, then Sponsor shall file a form RS-3 with the Department of Law without an amendment, which form RS-3 shall be served simultaneously by Sponsor on all commercial and professional tenants, if any.

## TERMS OF SALE

The term "Closing" refers to the conveyance of title to a Unit from Sponsor to Purchaser by the delivery to Purchaser of a deed upon payment by Purchaser to Sponsor of the balance of the Purchase Price for such Unit. The Closing to each Unit shall be held at the office of Starr Associates LLP, 245 Fifth Avenue, Suite 1102, New York, New York 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 for filing by the Department of Law.

(b) the recording or filing of the Declaration, By-Laws, Floor Plans and architect 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 Unit and its appurtenant Common Interest from the lien of all mortgages, if any.

(d) the delivery to Purchaser of written notice of the time and place of the Closing at least 30 days prior to the Closing Date specified therein, including a reasonable opportunity for Purchaser to examine the Unit, during normal business hours and in the company of Sponsor's representative, prior to Closing.

(e) the conveyance of title to the Unit free and clear of all liens and encumbrances except for (1) Permitted Encumbrances and standard printed exceptions and (2) liens and encumbrances other than Permitted Encumbrances to which the Unit's title is subject, either (a) which have been expressly accepted by Purchaser, or (b) for which the instrument required to remove it of record has been delivered to the Title Company for recording in the proper office, together with the requisite recording or filing fees or delivered to the representative of Purchaser's title insurance company (or, if none, to Purchaser's attorney); or (c) as to which the Title Company will insure (without additional premium to Purchaser) that such lien or encumbrance will not be collected out of or enforced against the Unit; or (d) as to which Sponsor, at its sole option, pays and discharges from monies paid by Purchaser at Closing.

Sponsor shall be entitled to deliver a 30 day closing notice once the Plan has been declared effective and prior to meeting the remaining Closing prerequisites set forth in this section.

At the Closing of Title to each Unit, each Purchaser shall execute and deliver:

(a) a bargain and sale deed with covenant against grantor's acts, substantially in the form set forth in Part II of the Plan, in proper form for recording and containing the provisions set forth in subdivision 5 of Section 13 of the Lien Law upon delivery to Sponsor of the Balance of the Purchase Price and such other checks and documents required pursuant to the Plan and the Purchase Agreement.

(b) a Unit Owner's Power of Attorney, substantially in the form set forth in Part II of the Plan.

(c) certificates or other evidence of property and liability insurance for the Unit, in amounts determined by the Condominium Board.

(d) all other documents necessary and/ or customary in connection with the conveyance of a condominium unit as directed by Sponsor's attorney.

Purchaser's failure to execute and deliver at Closing, all documents necessary and/or customary or as directed by Sponsor's attorney in connection with the conveyance of a condominium unit, including without limitation, the documents listed in (a) through (e) above, shall constitute an event of default under the terms of the Purchase Agreement, entitling Sponsor to the default remedies set forth in the Purchase Agreement.

Only those fixtures, appliances and items of personal property which are described in the Plan as being included in the Unit are included in the sale.

In the event of the existence of any lien, encumbrance or title defect other than Permitted Encumbrances, which Sponsor fails or refuses to correct, the sole remedy of Purchaser under the Plan, provided Purchaser is not then in default, will be to either (i) take title subject to the title defect or (ii) terminate the Purchase Agreement, within 15 days after receipt of notice or an amendment disclosing such lien, encumbrance or title defect. A Purchaser electing to proceed with the purchase of the Unit will not be entitled to any credit against, or abatement of, the Purchase Price set forth in the Purchase Agreement and will have no claim or right of action against Sponsor for damages or otherwise by reason thereof. Sponsor has no obligation to institute any action or proceeding or to expend any sum of money in excess of ½ of 1% of the Purchase Price of the affected Unit to make title insurable or to eliminate any encumbrances or title defects. If Purchaser elects to terminate the Purchase Agreement, Sponsor shall cause the Deposit together with any interest earned thereon, to be returned to Purchaser within 30 days after receipt of Purchaser's termination notice. Upon making such refund, Sponsor and Purchaser shall be relieved of all further obligations and liabilities under the Purchase Agreement and the Plan.

IF THE PURCHASER FAILS TO NOTIFY SPONSOR OF PURCHASER'S ELECTION WITHIN 15 DAYS AFTER SPONSOR NOTIFIED PURCHASER OF SPONSOR'S FAILURE TO REMEDY THE TITLE DEFECT, IT WILL BE CONCLUSIVELY DEEMED THAT PURCHASER ELECTED TO ACQUIRE TITLE SUBJECT TO THE TITLE DEFECT.

The existence of mortgages, liens and encumbrances other than Permitted Encumbrances shall not be objections to title, provided bonds or properly executed instruments in form for recording necessary to satisfy or release Units from such impermissible liens or encumbrances or otherwise enable the Title Company to omit such title exceptions from Purchaser's title insurance policy are delivered at Closing and proper adjustments are made for the cost of recording or filing such instruments. Sponsor will bear the responsibility and cost of recording or filing such instruments. If existing mortgages or construction loans will not be satisfied at or prior to the First Closing, 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; or (iii) release its lien on the Unit being conveyed and its interest in the Common Elements.

Sponsor shall be entitled to adjourn the Closing (without any credit or reduction in the Purchase Price) to remove or correct any title exception that cannot be dealt with as set forth above. Sponsor is not obligated to cause Purchaser's title company to omit any exception if the Title Company is willing to insure, without additional premium, Purchaser's title with such exception. Purchaser will be responsible to pay to the Title Company the entire premium for Purchaser's title insurance. Purchaser may obtain title insurance from any title insurance company or abstract company or not obtain any title insurance at all, at Purchaser's sole discretion (unless Purchaser's lender shall require Purchaser to purchase title insurance covering such lender).

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:

The tax on the Unit is 1.425% if the aggregate consideration is $500,000 or less, or 2.625% if the consideration is greater than $500,000.

(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 2.8% of the face amount of the mortgage if the mortgage is $500,000 or more. . 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 Unit may provide that the Unit Owner deposit monthly with the lender 1/12 of the estimated annual real estate taxes and tax assessments which are assessed or will be assessed against the Unit, together with 1/12 of the annual fire and casualty insurance policy premiums for the Unit, or other amounts, and, at Closing, Purchaser may be required to deposit with the lender a multiple of the aggregate of such 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) $3,500.00 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) $250.00 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 $500.00 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 $1,250.00, 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 $500.00 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.

In the event the Units are separately assessed and individual tax bills are issued by the Finance Department prior to the date the Future Taxes are due, Escrow Agent shall release the Tax Security to Sponsor and Sponsor shall in turn make such appropriate refunds to Purchasers, as appropriate. In such event, Sponsor and Purchasers who closed title shall be required to pay their respective tax bills directly to the Finance Department.

With respect to subsequent Future Taxes, until the Units are separately assessed and individual tax bills are issued, the Condominium Board shall collect a Unit Tax Payment from each Unit Owner which Unit Tax Payment shall constitute additional Common Charges. Unit Tax Payments shall be payable by Unit Owners within 5 days of the date billed by the Condominium Board and shall be due and payable by such Unit Owner to the Condominium Board irrespective of whether such Unit Owner is required to escrow funds with a Lender in connection with a mortgage loan on such Unit. If any Unit Owner fails to make the Unit Tax Payment as set forth above, the Condominium will have a lien on the Unit for non-payment in the same manner as Common Charges (see the Section of the Plan entitled "Rights and Obligations of Unit Owners," subsection: " Common Charges: Collection and Lien for Non-Payment" for details).

*Illustration*. By way of illustration only, a Purchaser closing on a Unit in the middle of December (prior to separate assessment and individual billing of real estate taxes) is obligated to: (a) adjust with Sponsor for the first-half real estate taxes (July 1 to December 31) paid by Sponsor in July for the period from Closing through December 31; and (b) deliver to Sponsor a Unit Tax Payment for the second-half Future Taxes (January 1 to June 30). Thereafter, if the Units are not separately assessed and individual tax bills are not issued prior to the next ensuing tax payment, the Condominium will have the obligation to collect from each Unit Owner a Unit Tax Payment for first-half real estate taxes (July 1 to December 31) and pay such real estate taxes directly to the Finance Department on behalf of all Unit Owners.

In the event the amount of Future Taxes is increased (due to an increase in the tax rate or otherwise) prior to the separate assessment and issuance of individual tax bills by the Finance Department, the amount of such increase shall be payable by all Unit Owners, including Sponsor (with respect to its 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.)

which noise and vibration levels will be in compliance with Law and applicable codes, it may be impossible to eliminate it entirely and, therefore, Units and Common Elements in close proximity may be affected. 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.

(i) Each Unit and the fixtures and personal property contained therein, are being sold and delivered as described in the Plan, at the time of transfer of title to such Unit unless Sponsor and the Purchaser otherwise agree in writing. Each Purchaser shall be given an opportunity to examine the Unit prior to the Closing during normal business hours and in the company of Sponsor's representative and is urged to make a careful inspection thereof, as more fully set forth in the Purchase Agreement set forth in Part II of the Plan.

(j) Except for those warranties or guarantees provided to Sponsor by contractors, manufacturers or suppliers, which Sponsor will assign to the Condominium Board and/or Unit Owners, as necessary, Sponsor does not make any warranty of any kind, express or implied, and Sponsor hereby disclaims any and all warranties, including but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the construction of the Units and the Common Elements and with respect to the personal property located within the Units, the Common Elements, and the Unit Owners assume all risk and liability from the use of this personal property.

(k) Prior to the Closing of Title for each Unit, Sponsor will cause such Unit and its Common Interest, benefits, easement rights as described in the Declaration and By-Laws to be released from the lien of any mortgages or security agreements encumbering the Unit (other than any mortgage or security agreements obtained by Purchaser).

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

(m) Sponsor shall be obligated to defend any suits or proceedings arising out of Sponsor's obligations set forth in the Plan and shall be obligated to indemnify the Condominium Board and Unit Owners against any such action or proceeding.

(n) At or subsequent to the First Closing, Sponsor will deliver to the Condominium Board copies of the following documents, as applicable, and as otherwise in Sponsor's possession: (i) construction drawings; (ii) operation and maintenance manuals for mechanical equipment; (iii) electronic system manual; and (iv) major equipment start-up sheets and control system as-built.

(o) Sponsor will pay all Common Charges (once Common Charges have been assessed by the Condominium Board), Special Assessments and real estate taxes allocated to any Unsold Units in accordance with the provisions of the By-Laws, with the exception that during a Waiver Period (if any) Sponsor shall not be obligated to pay Common Charges. Sponsor expects to have the financial resources to meet the aforesaid obligations and to fund same from income from projected sales, the rental or leasing of Unsold Units and Sponsor's other financial resources. No bond or other security will be posted by Sponsor with respect to this obligation.

(p) At or prior to the First Closing, the Condominium Board or Sponsor (on behalf of the Condominium Board) will procure the insurance relating to the Condominium which is required to be maintained by the Condominium Board in accordance with the provisions of the By-Laws, the types and cost of which insurance has been reflected in the First Year's Budget. (See the Section of the Plan entitled "Rights and Obligations of the Condominium Board/Summary of By-Laws.")

15 days after the Presentation Date of the amendment. Any Purchaser electing rescission pursuant to the offer will have their Deposit and any interest accrued thereon returned.

The foregoing sets forth the entire obligations of Sponsor hereunder and no others shall be implied, except that nothing contained herein shall be deemed to limit the rights of Unit Owners under their respective Purchase Agreements. Sponsor makes no representations or warranties other than as set forth in the Plan.

The terms of the Plan will govern in the event of a conflict between the Plan and any other document or advertisement used in connection with the Plan.

**Use of Unsold Units**

Sponsor reserves the right, without prior notice or amendment to the Plan, to use any Unsold Units as sales, rental offices and model units and in any other manner in compliance with Law. In the event Sponsor thereafter elects to sell any such Unsold Unit, Sponsor may require Purchaser to purchase all or any of the furniture, furnishings, finishes, equipment or decorations (including wall coverings, window treatments, carpeting, and the like) ("FFE") therein and pay, in addition to the Purchase Price of the Unit, such amounts as Sponsor may determine.

**Selling Agent/Model Unit/FFE**

In no event shall the presence of any furniture, furnishings, finishes, equipment or decorations, wall coverings, window treatments, carpeting and the like ("FFE") in any portion of the Office Building or Units 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 Office Building or Units. The presence of FFE in such marketing materials is for illustrative purposes only. In addition, marketing materials may use designations, labels or nomenclature to describe certain areas or rooms within Units that differs from the designations utilized on the Floor Plans of the Units set forth in Part II of the Plan. The use of such designations, labels or nomenclature is for marketing purposes only and does not obligate Sponsor to deliver such areas or rooms designed or fitted out in the manner depicted or implied in the marketing materials.

**Sponsor's Easement Rights**

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) any 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 Office Building and elsewhere on the Common Elements 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 conducted in any Unit. Sponsor shall be entitled to permit any one or more of such easements to be utilized by the Retail Unit Owners and/or Permitted Users.

Pursuant to the Reciprocal Easement, Sponsor and its Permitted Users have certain easement rights with respect to the Tower Buildings, including a right of ingress and egress through certain elevators, stairways, and hallways leading to the tops of the Tower Buildings and over and across the tops of the Tower Buildings. The Tower Building Owners and their respective Permitted Users have certain easement rights with respect to the Office Building. These easement rights include, but are not limited to: (i) areas located on the ground floor and mezzanine level of the Office Building, including the central, west, and east lobbies, certain mail rooms, storage areas, a pram room, service entrances, sidewalks, the truck loading space, driveways, connecting passageways between these areas, and other areas; and (ii) areas located in the cellar

of the Office Building, including a certain incinerator room (notwithstanding that such room is no longer utilized for incinerators), a certain maintenance room, laundry room, control room, connecting passageways between these areas, and other areas; and (iii) rights of ingress, egress, and/or use with respect to certain elevators, elevator shafts, and stairways throughout the Office Building.

**Cost Sharing and Maintenance Obligations for the Structure**

A Cost Sharing and Maintenance Memorandum Forming Part of Reciprocal Agreement, dated November 4, 1966, sets forth the responsibility of each of the respective Building Owners with regard to the performance of maintenance in the Structure (including the common areas) and allocates the costs of such maintenance among the Office Building Owner and the Tower Building Owners.

The Building Owners have an agreement with respect to the heating, ventilating, and air condition costs ("HVAC Costs") incurred in servicing the Structure, which are allocated on the following basis:

| | |
|---|---|
| Office Building Owner: | 29% |
| West Tower Building Owner: | 35.5% |
| East Tower Building Owner | 35.5% |

Each Building Owner also pays 1/3 of charges for capital projects shared among the Building Owners, as reflected in Annex III of Reciprocal Agreement Estoppel Certificates entered into between the Office Building Owner and the Tower Building Owners, each dated December 10, 2013.

**Condominium Name**

Pursuant to the Declaration, Sponsor shall own and control all rights to the name of the Condominium and/or the Office Building. In addition, Sponsor shall have the right to utilize other names for the Office Building or portion thereof for marketing and/or promotional purposes, without the consent of the Condominium Board or the Unit Owners.

in the First Year's Budget, except as is required to reflect normal annual increases in operating services incurred in the ordinary course of business, or (e) borrow money on behalf of the Condominium, or (f) exercise a right of first refusal to lease or purchase a Unit. Notwithstanding the foregoing, however, (x) Sponsor may not diminish or eliminate services, facilities or any line items described 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 to (i) comply with Law, (ii) remedy any notice of violation, (iii) remedy any work order of the Condominium's insurer, or (iv) ensure the health and safety of the occupants of the Condominium.

## 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.)

The First Annual Meeting will be held approximately 30 days after the later to occur of (i) the second anniversary of the First Closing; or (ii) the Closing of Title with Purchasers under the Plan to Office Units representing at least 50% in number of all Office Units offered for sale.

Commencing with the First Annual Meeting and for so long as Sponsor continues to own at least 1 Unsold Office Unit, the Condominium Board shall consist of 7 individuals (collectively, the "Members"): 5 of whom shall be elected by the Office Unit Owners ("Office Members"), subject to the rights of Sponsor to designate Office Members; 1 of whom shall be designated by a Retail Unit Owner ("Retail Member") in accordance with the terms of the By-Laws; and 1 of whom shall be designated by the Garage Unit Owner ("Garage Member"). The number or composition of Condominium Board members may not be changed except in accordance with the procedures described in the By-Laws.

An Office Member may be removed with or without cause by an affirmative vote of a Majority of Office Unit Owners who are present at a meeting containing a quorum of Office Unit Owners, provided, however, that (i) any Office Member designated by Sponsor may only be removed and replaced by Sponsor, (ii) the Retail Member may only be removed by the Retail Unit Owner who designated such Retail Member, who shall alone shall have the right to designate a replacement, and (iii) the Garage Member may only be removed by the Garage Unit Owner, 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, the Retail Unit Owners, and/or the Garage Unit Owner.

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.

Subject to the terms of the Declaration and By-laws (including terms relating specifically to any amendments, modifications, deletions, or additions affecting Sponsor, a Retail Unit Owner, or the Garage Unit), any provision of the By-laws affecting the (i) General Common Elements or all Units may be added to, amended, modified or deleted by the affirmative vote of at least 66 2/3% in number and Common Interest of all Unit Owners, and (ii) Office Common Elements or all Office Units may be added to, amended, modified or deleted by affirmative vote of at least 66 2/3% in number and Office Common Interest of all Office Unit Owners, either taken at a duly constituted meeting thereof or given in writing without a meeting as provided in the By-laws.

Subject to the terms of the Declaration and By-laws (including terms relating specifically to any amendments, modifications, deletions, or additions affecting Sponsor, a Retail Unit Owner, or the Garage Unit), any provision of the Declaration affecting the (i) General Common Elements or all Units may be added to, amended, modified or deleted by the affirmative vote of at least 66-2/3% in number and in Common Interest of all Unit Owners, and (ii) Office Common Elements or all Units may be added to, amended, modified or deleted by affirmative vote of at least 66-2/3% in number and Office Common Interest of all Office Unit Owners, taken in accordance with the provisions of the By-laws; provided, however, that the Common Interest appurtenant to each Unit as expressed in the Declaration shall not be altered without the written consent of all Unit Owners directly affected.

Purchasers should refer to the Section of the Plan entitled "Rights and Obligations of the Condominium Board/Summary of By-laws" subsection "Amendments to Condominium Documents" for a discussion of the procedures to amend the Condominium Documents.

Storage Room for any purpose permitted by Law or to change the permitted use of such unassigned Storage Room subject to the provisions of the By-Laws. Except for Sponsor and the Condominium Board, a Storage Room may not be licensed independently of an Office Unit or a Retail Unit.

**Mortgage of Units by Unit Owners**

Each Unit Owner may mortgage the Unit, provided that the conditions with respect thereto set forth in the By-Laws are first complied with. As more fully set forth in the By-Laws, these conditions include the requirements that (a) the mortgage be substantially in the form of the New York Board of Title Underwriters form of mortgage, except for such changes or additions as may be required to permit a lender to make the loan, (b) the Condominium Board is notified in writing of the making of such mortgage and receives a conformed copy of the note and mortgage and (c) the owner making such mortgage first satisfies all unpaid liens against the Unit, other than Permitted Mortgages. Sponsor shall have the right to mortgage any Unsold Unit, Retail Unit, and Garage Unit without any restriction or limitation.

As more particularly set forth in the Section entitled "Amendments to Condominium Documents," in certain instances the consent of the Mortgage Representative is necessary in order to amend the Declaration, By-Laws or Rules and Regulations. The By-Laws provide that no more than 3 Mortgage Representatives shall be designated by the holders of mortgages (a) which satisfy the conditions set forth in the By-Laws (as described above) and (b) which holders of such mortgages are Institutional Lenders.

**Common Charges: Determination and Assessment**

Common Expenses, which are payable by Unit Owners and are included in their Common Charges, are allocated among Unit Owners either based on actual usage of services and facilities (in the case of the Retail Units and the Garage Unit) or in proportion to their respective Office Common Interest (in the case of Office Units). Common Expenses include, among other things, (a) all costs and expenses (including the payment of wages) in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the Common Elements, (b) water charges and sewer rents in connection with the Office Building; and (c) amounts for certain other items as the Condominium Board may deem proper, such as amounts for reserves for capital expenditures or in connection with the purchase or lease by the Condominium Board of any Unit. In addition, the Condominium Board has the right to impose license fees and Special Assessments in connection with the Storage Room Licenses.

At least annually, the Condominium Board will prepare a budget for Common Expenses and allocate, as aforesaid, and assess among all Unit Owners, Common Charges to meet Common Expenses.

During the Initial Control Period, the Condominium Board shall have the right, in its sole discretion, to waive Unit Owner obligations to pay Common Charges from and after the First Closing for a period to be determined by the Condominium Board, provided the basic operating costs of the Condominium (inclusive of insurance premiums and reserves required by lenders) are paid by Sponsor. If the Condominium Board elects to waive payment of Common Charges, Sponsor shall disclose such waiver of Common Charges and the expected period of time of such waiver of Common Charges ("Waiver Period") in the post-closing amendment to the Plan. In the event the Condominium Board elects to extend the Waiver Period, Sponsor will amend the Plan to disclose the extended Waiver Period. Sponsor shall file an amendment to the Plan disclosing the expiration of the Waiver Period at least thirty (30) days prior to such expiration. Upon commencement of collection of Common Charges from all Unit Owners, there will not be a Special Assessment for any expense set forth in the approved budget for which Common Charges were not collected during the Waiver Period. The Condominium Board shall remain obligated to update the budget in accordance with the terms of the Plan.

The Condominium Board will furnish copies of each budget on which Common Charges are based to all Unit Owners and advise such Unit Owners of the amount of Common Charges payable by them.

Unless otherwise determined by the Condominium Board, Common Charges will be payable monthly in advance on the first day of each month.

With respect to any Unit Owner who is a foreign government, any failure by such Unit Owner to pay Common Charges due may result in Sponsor or the Condominium Board reporting such default by the foreign government to the United States Department of State.

**Common Charges: Collection and Lien for Non-Payment**

Under the provisions of Section 339-z of the New York Real Property Law and the By-Laws, the Condominium Board, on behalf of all Unit Owners, will have a lien on each Unit for unpaid Common Charges, together with interest thereon, assessed against such Unit in proportion to the respective Common Interests. Pursuant to the provisions of Section 339-aa of the New York Real Property Law, during the Initial Control Period, Sponsor shall cause the Condominium Board to file a lien for unpaid Common Charges against any Unit owned by Sponsor in which Sponsor is more than 30 days in arrears. All such liens, however, to the extent permitted by Law, will be subordinate to the lien of any first Permitted Mortgage of record and to liens for real estate taxes on the particular Unit. Any lien for unpaid Common Charges against a Unit will be effective from and after filing of a verified notice thereof in the Register's Office until all sums secured thereby with interest accrued thereon shall have been fully paid, or until 6 years from the date of filing (unless foreclosure of such lien is started within such 6 year period), whichever shall occur sooner. The By-Laws provide that such liens may be foreclosed by a suit brought in the name of the Condominium Board (acting on behalf of all Unit Owners) in like manner as the foreclosure of a mortgage on real property or an action may be brought by the Condominium Board to recover unpaid Common Charges without foreclosing such lien. In addition, the Condominium Board may assess Unit Owners a late charge of $150 per month for Common Charges which remain unpaid for more than 10 days after the date when due, and interest at the rate of 1.5% per month of such unpaid amounts (less any "late charges" theretofore collected), plus all expenses of collection, including but not limited to attorneys' fees and costs.

No Unit Owner may become exempt from liability for Common Charges by waiving use of any of the Common Elements or by abandonment of the Unit. No Unit Owner, however, will be liable for the payment of any part of the Common Charges subsequent to a permissible sale, transfer or other conveyance of the Unit. In addition, as more specifically set forth in the By-Laws, a Unit Owner may, by conveying the Unit without consideration to the Condominium Board and complying with certain conditions in connection therewith, become exempt from Common Charges thereafter accruing. Such conditions include the payment of all Common Charges and assessments then due and payable with respect to the Unit and such Unit being free and clear of all liens and encumbrances other than Permitted Mortgages. However, in no event shall Sponsor be permitted to convey any Unsold Unit to the Condominium Board and thereby exempt itself from Common Charges attributable to such Unsold Unit thereafter accruing, unless: (i) the aggregate Common Interests appertaining to the Unsold Units constitutes 15% or less of the total Common Interests then appertaining to all 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 Units being conveyed multiplied by 24.

On a resale of a Unit, the purchaser thereof will be liable for the payment of Common Charges accrued and unpaid against such Unit prior to acquisition. Prior to the permissible sale, transfer or other conveyance of a Unit, any seller or purchaser shall be entitled to a statement from the Condominium Board, setting forth the amount of the unpaid Common Charges accrued against the Unit and neither such seller nor such purchaser shall be liable for, nor shall the Unit be conveyed subject to a lien for, any unpaid Common Charges against such Unit accrued prior to such conveyance in excess of the amount set forth in such statement. In the event of a foreclosure by the Condominium Board of its lien on any Unit for unpaid Common Charges, if the net proceeds of the foreclosure sale shall be insufficient for the payment of such unpaid charges or if a Unit is acquired by a mortgagee or purchaser in foreclosure, the Unit Owner will remain liable for the unpaid balance. Neither (a) a Permitted Mortgagee acquiring title to a Unit at

foreclosure sale nor (b) a purchaser at a foreclosure sale shall be liable, and the Unit shall not be subject to a lien, for the payment of the Common Charges assessed prior to the acquisition of title to such Unit by such Permitted Mortgagee or Purchaser. However, such Permitted Mortgagee or purchaser at a foreclosure sale shall be liable for payment of all Common Charges after the acquisition of title to such Unit. The Condominium Board will have the right to assess such unpaid balance as a Common Charge among all Unit Owners.

Set forth in Part II of the Plan is a copy of §339-kk of the Real Property Law of the State of New York, which provides, among other things, for the ability of the Condominium to serve a notice to any tenant occupying a Unit to pay its rent directly to the Condominium if the Unit Owner has failed to pay Common Charges, assessments or late fees within 60 days after the expiration of any grace period.

**Repairs to, and Maintenance of, Units and Common Elements**

Generally, all painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, ordinary or extraordinary, (a) in or to any Unit (other than to the Common Elements contained therein), including all mechanical and electrical systems located in the Unit, heating and cooling systems (including HVAC filters and parts), the plumbing, appliances in the Units, and the interior side of entrance doors thereto, shall be performed by the Unit Owner at such Unit Owner's sole cost and expense, (b) in or to the General Common Elements shall be performed by the Condominium Board and the cost and expense thereof will be charged to all Unit Owners as a General Common Expense (c) in or to the Office Common Elements shall be performed by the Condominium Board and the cost and expense thereof will be charged to all Office Unit Owners as an Office Common Expense.

The exterior and interior glass surfaces of all curtain wall windows located in any Unit shall not be colored or painted. The interior and exterior glass of all windows in the Retail Unit are to be washed and cleaned by the Retail Unit Owner at the Retail Unit Owner's sole cost and expense. The interior glass surfaces of all windows in the Office Units are to be washed and cleaned by the Office Unit Owners at their sole cost and expense. The cleaning of the exterior portion of the glass surfaces of all windows in the Office Units will be performed by a professional window washing company engaged by the Condominium Board, the cost and expense of which shall be borne by all Office Unit Owners as an Office Common Expense. Any replacement of glass windows in any Unit because of breakage or otherwise shall be made by the Unit Owner thereof (except curtain wall glass windows which shall be replaced at the direction of the Condominium Board) at the sole cost and expense of the Unit Owner (unless such breakage is caused by the Condominium Board or the negligence of any other Unit Owner, in which event such replacement of glass windows will be at the sole cost and expense of the Condominium Board or such Unit Owner), including the expense of an exterior hoist if the replacement window does not fit into the service elevator. The Condominium Board reserves the right to make all decisions with respect to the type of replacement window installed.

If any repairs or replacements to the Common Elements, whether structural or non-structural, ordinary or extraordinary, are either (x) necessitated by the negligence, misuse or abuse of a Unit Owner or such Unit Owner's agents, workers, guests, etc., or (y) required as a result of special or custom work performed in the Unit by the Unit Owner, such maintenance, repairs or replacements will be made by the Condominium Board, and any portion of the cost thereof attributable to such Unit Owner's acts or omissions shall be paid by such Unit Owner.

The By-Laws provide that each Unit and all portions of the Common Elements shall be kept in first-class condition (and with respect to any roof or other part of the Property exposed to the elements, free of snow, ice and accumulation of water) by the Unit Owner or the Condominium Board, whichever is responsible for the maintenance thereof. In the event any Unit Owner fails to keep the Unit in such condition, the Condominium Board may, at the expense of such Unit Owner, enter such Unit and perform such acts as are necessary to cure such default. (See the Section of the Plan entitled "Rights of Access" for details.)

notice stating that such alteration violates the provisions of the Reciprocal Agreement, then such Tower Building Owner shall have waived its right to object.

(b) Alterations shall be made in a manner as to minimize any noise or vibration which would disturb an occupant of any Tower Buildings. Except in an emergency, no alterations shall be made after 8 p.m. of any day and before 8 a.m. of the following day if such alteration would to any degree create noise or vibration which would disturb a residential occupant of another Office Building.

(c) Construction or improvements to the enclosed, outdoor space located on the ground floor in the center of the Office Building ("Court Area") is subject to certain restrictions pursuant to Section 2.6 of the Reciprocal Agreement for so long as the Court Area is visible from one or more of the lobbies of the Tower Buildings.

While the Office Building is currently and will, following submission of the Property to condominium ownership, be subject to various union contracts, non-union labor is permitted provided that such labor is performed (i) in a manner which will not interfere with, or cause any labor disturbances or stoppages in, the work of Condominium employees, hotel employees or other contractors or subcontractors employed in the Units or the Building (which may result from, among other things, the use of non-union labor), and (ii) in compliance with the Declaration, the Condominium By-Laws, the Rules and Regulations, the Reciprocal Agreement, and all Laws.

**Insurance**

The Condominium Board is required to obtain and maintain the forms of insurance described in the Section of the Plan entitled "Rights and Obligations of the Condominium Board/Summary of By-Laws." The Condominium Board is not required to obtain or maintain any insurance with respect to any property contained in any Unit or any liability with respect to occurrences in or about each Unit. Consequently, all Unit Owners are required to obtain casualty insurance with respect to the Unit, including, without limitation, the flooring, fixtures, furniture, furnishings and personal property located within the Unit and any Storage Room licensed by the Unit Owner and liability insurance with respect to occurrences in or about the Unit and any Storage Room licensed by the Unit Owner. All such certificates of insurance shall name the Condominium Board, the Condominium and Sponsor as additional insureds and shall be delivered to the Condominium at the Closing of Title to the Unit. All such policies shall contain waivers of subrogation, if available, and the liability of the carriers issuing insurance obtained by the Condominium Board shall not be affected or diminished by reason of such additional insurance carried by any Unit Owner.

**Rights of Access**

As more fully set forth in the By-Laws, the Condominium Board and the Managing Agent, manager, and other Persons authorized by the Condominium Board, will have a right of access to any Unit and Storage Room for the purposes of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in the Unit and Storage Room or elsewhere in the Office Building, to remove violations, cure defaults by a Unit Owner, correct any condition originating in any Unit and Storage Room and threatening another Unit or any Common Element or Storage Room, and for any other purposes provided in the Plan, Declaration or as may be required by Law, provided that requests for entry (except in emergency situations) are made in advance and that any such entry (except in emergency situations) is at a time reasonably convenient to the Unit Owner and the occupants of any Unit. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not. Provided reasonable care is exercised to safeguard the Unit Owner's property, any entry described herein shall not render the Condominium Board or its authorized agents liable for damage incurred in connection with the exercise of such right of entry. In addition, Sponsor and its contractors, subcontractors, agents and employees will have a right of access to each Unit and to all of the Common Elements (including Storage Rooms) for purposes of

performing certain alterations and repairs in or about Unsold Units or Storage Rooms and in fulfilling Sponsor's obligations under the Plan, provided that access to any Unit or Storage Room may not be exercised in such a manner as will unreasonably interfere with the use of such Unit or Storage Room for its permitted purposes.

**Compliance with Condominium Documents**

Each Unit Owner must strictly comply with the provisions of the Condominium Documents. Pursuant to Section 339(j) of the Condominium Act, failure to comply is grounds for an action for damages or injunctive relief, or both, but such forms of relief shall not be exclusive of other remedies provided by law. The By-Laws, together with the Rules and Regulations, will be recorded with the Declaration in the Register's Office.

**Examination of Books and Records**

Each Unit Owner and each mortgagee of a Unit shall be permitted upon prior request, to examine the books of account of the Condominium and other records of the Condominium during normal business hours on business days at the office of the Condominium or the Managing Agent.

**Self-Help**

In the event that any Unit Owner fails to maintain or repair the Unit or any Storage Room, or in the event of any breach of the Condominium Documents, then, as set forth in Article 9 of the By-Laws, the Condominium Board shall have certain rights to perform such maintenance or repairs, or to cure such breach, at such Unit Owner's expense.

**General**

All restrictions and prohibitions, set forth herein with regard to the use of a Unit shall not apply to Sponsor or any principal of Sponsor owning or leasing such Unit.

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

### Condominium Board

The Condominium Board shall initially consist of 3 persons designated from time to time by Sponsor (collectively, the "Members"). The Condominium Board will call the First Annual Meeting to elect a new Condominium Board approximately 30 days after the later to occur of (i) the second anniversary of the First Closing or (ii) the Closing of Title with Purchasers under the Plan to Office Units representing at least 50% in number of all Office Units offered for sale. At such meeting, the incumbent Condominium Board shall resign and, subject to the rights of Sponsor, the Retail Unit Owners, and/or the Garage Unit Owner to designate members of the Condominium Board, the Office Unit Owners (including Sponsor) shall elect and/or or designate a new Condominium Board consisting of 7 members. (See the subsection below entitled "Meetings and Votes of Unit Owners" and the Section of the Plan entitled "Control by Sponsor" for details.) Thereafter, at each annual meeting, members of the Condominium Board shall be elected and/or designated and shall serve until the next annual meeting thereof and until a successor has been elected and/or designated.

Except for the Members of Condominium Board designated by Sponsor, the Retail Unit Owners, and/or the Garage Unit Owner, all Members of the Condominium Board must be either Office Unit Owners or certain interested parties as described in the By-Laws. No member of the Condominium Board shall continue to serve on the Condominium Board if, during such Member's term of office, such member shall cease to be an Office Unit Owner or an interested party. All Members of the Condominium Board shall serve without compensation.

### Powers and Duties of and Determinations by the Condominium Board

The Condominium Board shall have the powers and duties necessary for or incidental to the administration of the affairs of the Condominium. Generally, all determinations with respect to the administration of the affairs of the Condominium shall be made by the Condominium Board.

As more fully set forth in the By-Laws, all determinations required to be made by the Condominium Board shall be by majority of the votes cast at any meeting at which a quorum is present.

Notwithstanding anything to the contrary contained herein, Sponsor may continue to exercise veto power over certain actions of, or contemplated by, the Condominium Board after the Initial Control Period, to the extent that, the Condominium Board may not take any of the following actions without Sponsor's prior written consent for so long as Sponsor shall continue to own Unsold Office Units representing at least 25% in number of all Office Units, but in no event later than the fifth anniversary of the First Closing,: (a) make any addition, alteration or improvement to the Common Elements or to any Unit, or (b) assess any 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 from those described in the First Year's Budget, or (d) enter into any service or maintenance contracts for work or otherwise contract for work or otherwise provide services in excess of those described in the First Year's Budget, except as is required to reflect normal annual increases in operating services incurred in the ordinary course of business, or (e) borrow money on behalf of the Condominium, or (f) exercise a right of first refusal to lease or purchase a Unit. Notwithstanding the foregoing, however, (x) Sponsor may not diminish or eliminate services, facilities or any line items described 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 to (i) comply with Law, (ii) remedy any notice of violation, (iii) remedy any work order of the Condominium's insurer, or (iv) ensure the health and safety of the occupants of the Condominium.

proceeds of sale, together with the net proceeds of insurance policies, shall be divided among all Unit Owners in proportion to their respective Common Interests, provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of the Unit Owner's share of such funds such amounts as may be necessary to discharge all unpaid liens on the Unit (other than mortgages which are not Permitted Mortgages) in the order of the priority of such liens. Any action to terminate the legal status of the Condominium after substantial destruction or a Taking shall require the written consent (which consent shall not be unreasonably withheld, conditioned, or delayed) of the Permitted Mortgagees representing at least fifty-one (51%) percent of the Common Interests of all Units which are subject to Permitted Mortgages or by a majority of the Mortgage Representatives, if any.

Notwithstanding anything contained herein to the contrary, the proceeds of all policies of physical damage insurance maintained by the Condominium Board shall be payable to the Condominium Board in the event of a loss amounting to $1,000,000 or less. In the event that such proceeds are in excess of $1,000,000, such proceeds shall be payable to a New York City bank or trust company designated by the Condominium Board as insurance trustee pursuant to the provisions of the By-Laws. The insurance trustee shall hold all such proceeds in accordance with Section 254-(4) of the New York Real Property Law.

**Insurance for the Structure**

With respect to the Structure, the Condominium Board, the East Tower Building Owner, and the West Tower Building Owner ("Building Owners") are jointly required to obtain and maintain, in accordance with the provisions of the By-Laws and Article IV of the Reciprocal Agreement, the following insurance:

(a) (i) Structure damage insurance, with respect to loss or damage by fire, lightning, windstorm, hail, explosion, riot, damage from aircraft, smoke damage and such other risks, casualties and hazards as may from time to time be carried by prudent owners of office or residential buildings in the City of New York, in an amount at least equal to the full replacement value of the Structure, excluding the cost of excavation and foundations, piers or other supports which are below the surface of the cellar of the Structure. The policies effecting such insurance shall provide that all losses payable thereunder shall be paid to a depositary ("Depositary").

(ii) Such policies shall name as parties insured (i) each of the Building Owners, (ii) at the request of any Building Owner, any lessee or mortgagee of all or any portion of the property owned by such Building Owner, and (iii) at the request of any such lessee, any holder of a leasehold mortgage which is a lien upon the lease held by such lessee. Further, at the request of any Building Owner, such policies shall contain standard mortgagee clauses in favor of any mortgagee of all or any portion of the Building owned by such Building Owner and/or any holder of a mortgage on a leasehold interest in all or any portion of such Office Building, as interests may appear, provided nevertheless that all losses payable under such policies shall be payable to the Depository.

(iii) The cost of such insurance shall be allocated among the Building Owners in that proportion which such full replacement value of the improvements within the Building of each Building Owner, respectively, shall bear to such full replacement value of the entire Structure, except that the cost of insuring any facility located within one Office Building the cost of the Maintenance of which facility, under the Maintenance Agreement, is to be borne in whole or in part by the Office Building Owner of another Office Building shall be borne by the Building Owners in the same proportions in which the Building Owners are obligated to bear the cost of the Maintenance of such facility.

(b) (i) Comprehensive General and Automobile Liability insurance against claims for personal injury, death, or property damage occurring upon, in or about the Office Buildings

or any elevators or escalators therein and on, in or about the adjoining streets, sidewalks, and passageways, in such amounts as from time to time are carried by prudent owners of comparable office or comparable commercial buildings in the City of New York; provided, however, that in no event shall such insurance afford protection to the limit of less than $1,000,000 in respect to injury or death to a single person, $2,000,000 in respect to any occurrence, and $1,000,000 in respect to property damage.

(ii) The Comprehensive General and Automobile Liability insurance shall name as parties insured: (i) each of the Building Owners, (ii) at the request of any Building Owner, any lessee of all or any portion of the Structure owned by such Building Owner, (iii) any mortgagee in possession of any portion of the Structure, (iii) any leasehold mortgagee in possession of any portion of the premises demised to a lessee who is named as a party insured, and (v) at the request of any Building Owner, the managing agent of the Office Building owned by such Office Building Owner.

(c) Worker's Compensation and Employers' Liability Insurance shall be in such amounts as from time to time are carried by prudent owners of comparable office or comparable buildings in the City of New York; provided, however, that in no event shall such insurances be in the amount of less than $1,000,000.

With respect to all insurance coverage set forth in subparagraphs (a) through (c) above, each policy shall provide that the acts of any insured party shall not invalidate the policy as against any other insured party or otherwise adversely affect the rights of any other insured party under the policy. Additionally, the costs of the insurance coverage set forth in subparagraphs (b) and (c) above shall be equitably allocated among the Building Owners, and each Building Owner shall pay such portion of such cost as is so allocated.

The Office Building Owner and the East Tower Building Owner are responsible to obtain and keep an additional liability insurance required under Article 4(a) of an agreement dated May 10, 1962 and approved by the Board of Estimate of the City of New York, as amended by instrument dated December 17, 1964 and approved by said Board of Estimate that same day (as referenced in the Reciprocal Agreement under Article 17.2). The Office Building Owner and the East Tower Building Owner are each required, within five (5) days of written notice given by the other, to effect such liability insurance or provide proof of same, pursuant to the Reciprocal Agreement.

See the Reciprocal Agreement for more details, which is available at the office of Selling Agent for inspection without charge and for copying at a reasonable fee.

**Insurance for the Office Building**

With respect to the Office Building, the Condominium Board is required to obtain and maintain, in accordance with the provisions of the By-Laws, to the extent obtainable and to the extent determined by the Condominium Board to be appropriate, the following insurance:

(i) property insurance;

(ii) general liability insurance;

(iii) umbrella liability insurance;

(iv) environmental impairment liability insurance;

(v) crime insurance;

(vi) directors & officers liability insurance;

(vii) such other insurance as the Condominium Board may determine.

All policies of physical damage insurance shall contain, to the extent obtainable, waivers of subrogation and waivers of any defense based on (i) co-insurance, (ii) other insurance, (iii) invalidity arising from any acts of the insured or (iv) pro rata reduction of liability, and shall provide that such policies may not be cancelled or substantially modified without at least 30 days' prior written notice to the Condominium Board, the Office Building Owner, and to all of the insureds, including all Unit Owners and Permitted Mortgagees who have requested the same from the Condominium Board in writing. Duplicate originals or certificates of insurance of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all Unit Owners and Permitted Mortgagees, who have requested the same from the Condominium Board in writing. Renewals shall be obtained at least 10 days prior to the expiration of the then current policies.

The Condominium Board shall also be required to obtain and maintain, to the extent obtainable, comprehensive general liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Property, in such limits as the Condominium Board may from time to time determine, covering (1) the Condominium Board, Managing Agent or agents thereof, each Condominium Board member and each officer and employee of the Condominium, and (2) each Unit Owner, except that such policy will not cover liability of a Unit Owner arising from occurrences within such Unit Owner's Unit or within the Common Elements, if any, exclusive to such Unit Owner's Unit. The Condominium Board shall review such limits not less than once each year. Until the first meeting of the Condominium Board following the First Annual Meeting, such liability insurance shall be in at least the sum set forth in Schedule B with respect to bodily injury and property damage, combined single limit. The insurance discussed above shall also include cross-liability claims of one insured against another.

Any insurance maintained by the Condominium Board may provide for such deductible amounts as the Condominium Board may determine. The premiums for all insurance referred to above shall be a General Common Expense.

All Unit Owners are required to obtain casualty and liability insurance for their own benefit covering their Units and any Storage Room licensed to such Unit Owner. All such policies shall contain waivers of subrogation, if available, and the liability of the carriers issuing insurance obtained by the Condominium Board shall not be affected or diminished by reason of such additional insurance carried by any Unit Owner.

**Liability of the Condominium Board and Unit Owners**

Every contract made by the Condominium Board or by any Managing Agent or manager thereof shall state that (a) it is made only as agent for all Unit Owners and the members of the Condominium Board, Managing Agent or manager thereof shall have no personal liability thereon (except in their capacities as Unit Owners) and (b) the liability of any Unit Owner with respect to such contract shall be limited to such proportionate share of the total liability as the Common Interest of such Unit Owner bears to the aggregate Common Interests of all Unit Owners. To the extent permitted by Law, the members of the Condominium Board shall have no liability to Unit Owners except that a member of the Condominium Board shall be liable for such members own bad faith or willful misconduct. 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 such member's own bad faith or willful misconduct. The Condominium Board may contract or effect any transaction with any member of the Condominium Board, any Unit Owner, Sponsor, or any affiliate of any of them without incurring any liability for self-dealing except in cases of bad faith or willful misconduct.

areas located on the ground floor and mezzanine level of the Office Building, including the central, west, and east lobbies, certain mail rooms, storage areas, a pram room, service entrances, sidewalks, the truck loading space, driveways, connecting passageways between these areas, and other areas; and (ii) areas located in the cellar of the Office Building, including a certain incinerator room (notwithstanding that such room is no longer utilized for incinerators), a certain maintenance room, laundry room, control room, connecting passageways between these areas, and other areas; and (iii) rights of ingress, egress, and/or use with respect to certain elevators, elevator shafts, and stairways throughout the Office Building.

**Cost Sharing and Maintenance Obligations for the Structure**

A Cost-Sharing and Maintenance Memorandum Forming Part of Reciprocal Agreement, dated November 4, 1966, sets forth the responsibility of each of the respective Building Owners with regard to the performance of maintenance in the Structure (including the common areas) and allocates the costs of such maintenance among the Office Building Owner and the Tower Building Owners.

The Building Owners have an agreement with respect to the heating, ventilating, and air condition costs ("HVAC Costs") incurred in servicing the Structure, which are allocated on the following basis:

| | |
|---|---|
| Office Building Owner: | 29% |
| West Tower Building Owner: | 35.5% |
| East Tower Building Owner | 35.5% |

Each Building Owner also pays 1/3 of charges for capital projects shared among the Building Owners, as reflected in Annex III of Reciprocal Agreement Estoppel Certificates entered into between the Office Building Owner and the Tower Building Owners, each dated December 10, 2013.

**Window Washing/Replacement Equipment**

Window washing equipment and window replacement equipment (collectively, the "Window Washing/Replacement Equipment") is installed on the roof of the Office Building. The Window Washing/Replacement Equipment will be owned by the Condominium and utilized by the window contractor at scheduled cleaning times and during the replacement of windows. During the periods of window washing/replacement, the Window Washing/Replacement Equipment will be lowered from the roof to clean/replace the windows of the Office Building. The existence and use of the Window Washing/Replacement Equipment may result in the obstruction of the views from the windows of the Units during the periods of window washing/replacement.

**The Declaration and By-Laws**

A copy of the Declaration and a copy of the By-Laws are set forth in Part II of the Plan.

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

The following discussion of certain income tax consequences of the ownership of Units by Purchasers who use such Units as an office was prepared by Sponsor based, in part, upon the Attorney's Income Tax Opinion prepared by Olshan Frome Wolosky LLP, tax counsel to Sponsor ("Tax Counsel"), a copy of which is set forth in Part II of the Plan.

OLSHAN FROME WOLOSKY 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.

### Income Tax Deductions to Unit Owners

Each Unit Owner will own fee simple title to the Unit together with an undivided interest in the Common Elements. Each Unit will be a separate tax lot for purposes of New York City real estate taxes and assessments. As a result, each Unit Owner will be individually liable for the real estate taxes and assessments levied against the Unit. Additionally, each Unit Owner may mortgage the Unit, and thereby become individually liable for the payment of the principal and any finance charges or interest on such mortgage indebtedness.

A Unit Owner that is subject to Federal, New York State and New York City income taxes may be able to deduct for income tax purposes, subject to limitations in the tax laws that apply to the individual taxpayer, the real estate taxes and mortgage interest paid or accrued by it and attributable to its Unit. Said expenses, to the extent deductible, shall be deductible when paid or accrued by the Unit Owner in accordance with such Unit Owner's method of accounting. The deductibility of real estate taxes and interest paid with respect to a Unit may be limited by passive activity and "at risk" limitations and rules.

In all instances, each Purchaser should consult with his or her own tax counsel as to the tax consequences and financial expectations of Unit ownership.

### Tax Status of the Condominium and the Condominium Board

The affairs of the Condominium will be governed by a Condominium Board. The exact status of the Condominium, under present law, is uncertain. The Condominium Board may take the position that because it acts as agent for the Unit Owners, the Condominium is not a separate taxable entity. In such case, the Unit Owners would, in the aggregate, include in their gross income and be taxed on all income (not including Common Charges) earned by the Condominium, reduced by the expenses incurred in earning such income. Under Section 528 of the Internal Revenue Code of 1986, as amended, certain boards of managers of residential condominiums may elect to be treated as an organization exempt from Federal income taxes. Inasmuch as the Units are not residential units, the Condominium Board will not be entitled to make this election.

The taxing authorities also could take the position that the Condominium constitutes an association taxable as a corporation and therefore is a separate taxpayer with respect to income and deductions and return filing requirements. In such event, the Condominium would be subject to Federal corporate income tax and New York State Corporation Franchise Tax (collectively, "Corporate Taxes"). The New York State Department of Taxation and Finance is likely to take the position that the Condominium is subject to the New York State Corporation Franchise Tax even if the Condominium does not constitute an association taxable as a corporation for Federal income tax purposes. Regardless of whether or not the Condominium is subject to any Corporate Taxes, the New York City Department of Finance is likely to take the position that the Condominium is subject to the New York City Unincorporated Business Tax (collectively with Corporate Taxes, "Income Taxes").

To the extent it is subject to any Income Taxes, the Condominium's taxable income would consist of the portion of the Common Charges that is deemed to constitute gross income plus any income earned from other sources (such as from interim investments of funds by the Condominium), reduced by the current deductible expenses paid or incurred by or through the Condominium Board. If excess Common Charges are distributed to the Unit Owners during the year, the Condominium should have no taxable income attributable to such overassessments. However, to the extent the Condominium receives and retains excess Common Charges over which the Condominium Board retains discretion, or receives other amounts such as investment income on interim investment of funds, the Condominium may have taxable income giving rise to liability for Income Taxes. It should be noted that if the Condominium is required to pay any Income Taxes, and the Condominium Board makes an additional assessment in order to pay the tax liability, the additional amount collected through such assessment may itself constitute taxable income to the Condominium.

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 any of such 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 addition, none of the aforesaid give any warranties with respect to the tax consequences of the Plan or the tax consequences of ownership of any Units offered under the Plan, and no one has been authorized to give any warranties.

As of the Filing Date of the Plan, there is a tax certiorari proceeding pending for the reduction of real estate taxes with respect to the Property for the 2014/2015 tax year. Any such proceedings are at Sponsor's sole cost and expense, for Sponsor's benefit.

## WORKING CAPITAL FUND AND APPORTIONMENTS

Each Purchaser of a Unit shall be required to make a non-refundable contribution at the Closing to the working capital fund of the Condominium ("Working Capital Fund") in an amount equal to 2 months' Common Charges with respect to the Unit based on the Condominium budget in effect at the time of Closing. The payment of the Working Capital Fund contribution shall be required of all Purchasers of Units, whether purchased from Sponsor or on a resale.

At or subsequent to the First Closing, Sponsor will apportion with the Condominium the following items as of midnight of the day preceding the First Closing, to the extent applicable:

(1) employees' wages, vacation and severance pay, pension and welfare benefits and accruals and all other payments or obligations relative to the employees of the Condominium.

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

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

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

(5) charges and receipts in connection with service, maintenance and concession contracts.

(6) water charges and sewer rents on the basis of the fiscal or calendar year for which assessed (unless separately assessed to individual Units).

(7) cost of building supplies on hand at Sponsor's cost (including sales tax).

(8) premiums for transferable insurance policies, if any.

(9) janitorial service fees, if any.

(10) management fees.

(11) building supplies (including, but not limited, to uniforms, cleaning supplies, carts, luggage).

(12) other customary closing adjustments.

If any of the foregoing items to be apportioned cannot be adjusted at the First Closing because they are not fully ascertainable, they shall be apportioned and adjusted to the extent reasonably possible at the First Closing, and final adjustment will be made as soon thereafter as the undetermined amounts are ascertained. Except as set forth above, the customs in respect to title closings adopted by the Real Estate Board of New York, Inc., as amended, shall apply to apportionments and the other matters mentioned above.

If the result of Closing adjustments is a net credit in favor of the Condominium, Sponsor will contribute the amount of such net credit to the Working Capital Fund. If the result of Closing adjustments is a net credit in favor of Sponsor, the payment of any net credit shall be evidenced by an unsecured, negotiable promissory note, without interest, to be executed by the Condominium Board and delivered to Sponsor at the First Closing to be repaid on the first anniversary of 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.

The Working Capital Fund will be used for working capital, a reserve for repairs or for such other appropriate purposes as will be determined by the Condominium Board and may be augmented by allocations from the monthly Common Charges. While Sponsor controls the Condominium Board, the

Working Capital Fund will not be used to reduce Common Charges. (See the Section of the Plan entitled "Control By Sponsor" for details.)

The Condominium Board will be able to utilize the funds in the Working Capital Fund at any time and, accordingly, no representation or warranty can be made and no assurance can be given as to the exact amount of funds available at any specific time. However, in no event shall any portion of the Working Capital Fund be used to pay any Common Charges attributable to Unsold Units. In addition, within 3 months following the end of the Initial Control Period, Sponsor shall deliver to the Condominium Board a statement from an officer of Sponsor, certifying in reasonable detail as to any changes in the amount of the Working Capital Fund which have occurred since the First Closing.

No representation or warranty is made that the Working Capital Fund will be, or is intended to be, adequate to cover current or future expenses, including repairs, replacements or major improvements, for the first or any subsequent year of Condominium operation. If additional funds are required over and above the Working Capital Fund to cover expenses of the Office Building operation, it may be necessary to increase Common Charges or make Special Assessments. Neither the Department of Law nor any other government agency has passed upon the adequacy of the Working Capital Fund.

(11) processing applications of Unit Owners for permission to alter the Units.

(12) tracking and billing expenses pursuant to the Reciprocal Agreement.

(13) creating the annual operating budget.

(14) creating the capital budget.

(15) generally, doing all things deemed reasonably necessary or desirable by the Condominium Board for the proper management of the Office Building.

Managing Agent, at its own expense, will be insured during the term of the Management Agreement under a fidelity 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 Management Agreement provides that the Condominium Board shall indemnify Managing Agent with respect to claims in connection with Managing Agent's carrying out the provisions of the Management Agreement or acting under the express or implied directions of the Condominium Board, unless arising from the gross negligence, bad faith or willful misconduct of Managing Agent in carrying out its duties.

Sponsor reserves the right during the Initial Control Period to designate any other reputable managing agent to perform all of the duties and services to be performed by Managing Agent under the Plan and if Sponsor does so, Sponsor will cause such other managing agent to accept employment on terms substantially similar to the terms specified above.

The Management Agreement may not be assigned by Managing Agent without the prior approval of the Condominium Board. The Condominium Board may not assign the Management Agreement.

There are presently no contracts or leases binding on the Condominium.

## SUMMARY OF THE RECIPROCAL AGREEMENT

**Background**

On November 4, 1966, a reciprocal agreement was entered into in connection with the Structure (the "Reciprocal Agreement"). Pursuant to the Reciprocal Agreement, the owner of the West Tower Building ("West Tower Building Owner"), the owner of the East Tower Building ("East Tower Building Owner"), and the owner of the Office Building ("Office Building Owner") (collectively, the "Building Owners") each have certain rights, easements, appurtenances, interests, and benefits with respect to the Structure.

In the event of any inconsistency between the terms of the Reciprocal Agreement and of the Offering Plan, the terms of the Reciprocal Agreement will govern.

**Easements**

The Building Owners and their respective Permitted Users have certain easement rights with respect to the Structure.

Among the easement rights granted by the Reciprocal Agreement, the Tower Building Owners have in common with each other easements for ingress, egress, and/or use through various areas on the first floor, mezzanine floor, and cellar of the Office Building, including, but not limited to:

(i) the first floor entrance, the abutting vestibule, the central, west, and east lobbies and the west and east elevator lobbies.

(ii) the first floor pram room, including the pram room bathroom, and the passageway connecting the pram room to the central apartment lobby..

(iii) the stairway, vestibules, and corridor on the first floor connecting the passageway from the central apartment lobby to the first floor garage area.

(iv) the first floor storage areas designated for the use of the East Tower Building and the West Tower Building occupants.

(v) the service entrance located on the southerly side of the first floor.

(vi) the truck loading berth, and the vestibule, the truck loading space, ramp appurtenant thereto.

(vii) the security gate on the first floor.

(viii) the apartment building service control room on the first floor.

(ix) the cellar laundry room designated for the use of the East Tower Building and the West Tower Building occupants, including the bathroom and vestibules appurtenant thereto.

(x) the apartment service elevator shaft connecting the mezzanine to the cellar, and the elevator, service vestibule and service entrance appurtenant thereto.

(xi) a certain pedestrian service entrance on the first floor.

(xii) the cellar control room designated for the Tower Buildings.

(xiii) the apartment sidewalk areas and the office sidewalk areas.

(xiv) by foot and passenger vehicle, the apartment drive, the office drive, the garage driveway, and the driveway abutting the truck loading space.

(xv) other certain doors, corridors, elevator shafts, elevators, passageways, and/or stairways located in the Office Building.

The West Tower Building has the following easements for ingress, egress, and/or use through specific areas of the Office Building, including, but not limited to:

(i) certain elevator shafts connecting the West Tower Building with the elevator lobby and with the cellar of the Structure, and the elevators appurtenant thereto.

(ii) the West Tower Building office and the West Tower Building mail room located on the first floor.

(iii) the office service elevator shaft connecting the mezzanine to the cellar, and the elevator, service vestibule and service entrance appurtenant thereto.

(iv) the West Tower Building incinerator room located in the cellar (notwithstanding that such room is no longer utilized for incinerators) and the section of the incinerator shaft extended from the West Tower Building to the cellar.

(v) the West Tower Building maintenance room located in the cellar.

The East Tower Building has the following easements for ingress, egress, and/or use through specific areas of the Office Building, including, but not limited to:

(i) certain elevator shafts connecting the East Tower Building with the elevator lobby and with the cellar of the Structure, and the elevators appurtenant thereto.

(ii) the East Tower Building office and the East Tower Building mail room located on the first floor.

(iii) the East Tower Building incinerator room located in the cellar (notwithstanding that such room is no longer utilized for incinerators) and the section of the incinerator shaft extended from the East Tower Building to the cellar.

(iv) the East Tower Building maintenance room located in the cellar.

The Office Building Owner and its Permitted Users have easement rights with respect to the Tower Buildings, including a right of ingress and egress through certain elevators, stairways, and hallways leading to the tops of the respective Tower Buildings and over and across the tops of the respective Tower Buildings.

See Exhibit F to the Declaration entitled "Floor Plans Reflecting Easement Areas" set forth in Part II of the Plan for more details.

**Cost Sharing and Maintenance Obligations for the Structure**

A Cost Sharing and Maintenance Memorandum Forming Part of Reciprocal Agreement, dated November 4, 1966, sets forth the responsibility of each of the respective Building Owners with regard to the performance of maintenance in the Structure (including the common areas) and allocates the costs of such maintenance among the Office Building Owner and the Tower Building Owners.

The Building Owners have an agreement with respect to the heating, ventilating, and air condition costs ("HVAC Costs") incurred in servicing the Structure, which are allocated on the following basis:

| | |
|---|---|
| Office Building Owner: | 29% |
| West Tower Building Owner: | 35.5% |

East Tower Building Owner 35.5%

Each Building Owner also pays 1/3 of charges for capital projects shared among the Building Owners, as reflected in Annex III of Reciprocal Agreement Estoppel Certificates entered into between the Office Building Owner and the Tower Building Owners, each dated December 10, 2013.

**Insurance for the Structure**

The Building Owners are jointly required to obtain and maintain, in accordance with the provisions of the By-Laws and Article IV of the Reciprocal Agreement, the following insurance to cover the Structure:

(a) (i) Structure damage insurance, with respect to loss or damage by fire, lightning, windstorm, hail, explosion, riot, damage from aircraft, smoke damage and such other risks, casualties and hazards as may from time to time be carried by prudent owners of office or residential buildings in the City of New York, in an amount at least equal to the full replacement value of the Structure, excluding the cost of excavation and foundations, piers or other supports which are below the surface of the cellar of the Structure. The policies effecting such insurance shall provide that all losses payable thereunder shall be paid to a depositary ("Depositary").

(ii) Such policies shall name as parties insured (i) each of the Building Owners, (ii) at the request of any Building Owner, any lessee or mortgagee of all or any portion of the property owned by such Office Building Owner, and (iii) at the request of any such lessee, any holder of a leasehold mortgage which is a lien upon the lease held by such lessee. At the request of any Building Owner, such policies shall contain standard mortgagee clauses in favor of any mortgagee of all or any portion of the Building owned by such Building Owner and/or any holder of a mortgage on a leasehold interest in all or any portion of such Office Building, as interests may appear, provided nevertheless that all losses payable under such policies shall be payable to the Depository.

(iii) The cost of such insurance shall be allocated among the Building Owners in that proportion which such full replacement value of the improvements within the Building of each Building Owner, respectively, shall bear to such full replacement value of the entire Structure, except that the cost of insuring any facility located within one Office Building the cost of the Maintenance of which facility, under the Maintenance Agreement, is to be borne in whole or in part by the Office Building Owner of another Office Building shall be borne by the Building Owners in the same proportions in which the Building Owners are obligated to bear the cost of the Maintenance of such facility.

(b) (i) Comprehensive General and Automobile Liability insurance against claims for personal injury, death, or property damage occurring upon, in or about the Office Buildings or any elevators or escalators therein and on, in or about the adjoining streets, sidewalks, and passageways, in such amounts as from time to time are carried by prudent owners of comparable office or comparable residential buildings in the City of New York; provided, however, that in no event shall such insurance afford protection to the limit of less than $1,000,000 in respect to injury or death to a single person, $2,000,000 in respect to any occurrence, and $1,0001,000 in respect to property damage.

(ii) The Comprehensive General and Automobile Liability insurance shall name as parties insured: (i) each of the Building Owners, (ii) at the request of any Building Owner, any lessee of all or any portion of the Structure owned by such Building Owner, (iii) any mortgagee in possession of any portion of the Structure, (iii) any leasehold mortgagee in possession of any portion of the premises demised to a lessee who is named as a party

## IDENTITY OF PARTIES

**Sponsor**

866 UN Plaza Property LLC is a limited liability company organized under the laws of the State of Delaware, with an office at 130 East 59th Street, Suite 1300, New York, New York 10022 ("Sponsor").

The principals of Sponsor who will be actively involved in this offering are Jeffrey M. Kaplan, Timothy P. Yantz and J. Andrew McDaniel, having an office address c/o Sponsor at 130 East 59th Street, Suite 1300, New York, New York 10022.

Jeffrey M. Kaplan is founder, managing partner, and chairman of the Investment Committee of Meadow Partners and is primarily responsible for the daily management, strategic direction and investment policies of the Company. Prior to forming Meadow Partners, Mr. Kaplan was a Managing Principal and Co-Chairman of the Investment Committee of Westbrook Partners. Mr. Kaplan initially joined Westbrook's New York office upon its inception in April 1994, where he served as a Managing Principal responsible for Westbrook's acquisitions efforts in the United States and Europe until February 1999. Subsequently, Mr. Kaplan founded and managed Western European Partners, L.L.C., a joint venture with Westbrook Real Estate Fund III, L.P. which acquired over $200 million of real estate assets in France and the United Kingdom. Mr. Kaplan rejoined Westbrook Partners as a Managing Principal in January 2001 to establish its London office and head Westbrook's European operations. In November 2002, he founded Westbrook's Paris office. Prior to joining Westbrook, Mr. Kaplan spent seven years at Morgan Stanley & Co. Incorporated, where he helped form The Morgan Stanley Real Estate Fund, L.P. and served as its initial Director of Acquisitions. Prior to that, he worked on a variety of capital markets and investment banking transactions in Morgan Stanley's Real Estate Department and its Mergers & Acquisitions Department. In 2010, Mr. Kaplan was appointed by Mayor Michael R. Bloomberg to the Board of Directors of the Hudson River Park Trust. He also serves on the Executive Committee of the Zell/Lurie Real Estate Center at Wharton. Mr. Kaplan received a B.S. from the Wharton School of the University of Pennsylvania in 1987.

J. Andrew McDaniel is a partner and member of the Investment Committee of Meadow Partners and oversees the Company's acquisition and asset management activities in Europe. Prior to joining Meadow Partners, Mr. McDaniel was a Director in the London office of Westbrook Partners. Mr. McDaniel's primary responsibilities included sourcing, negotiating and executing potential acquisitions as well as the daily asset management of Westbrook's portfolio of assets in the United Kingdom. Mr. McDaniel previously worked in the acquisitions group of Charlesbank Capital Partners, a real estate and corporate private equity firm based in Boston which historically invested on behalf of Harvard University's endowment fund. Prior to that, he worked for Wachovia Securities in the Corporate Finance and Mergers & Acquisitions Department where he covered public and private real estate companies in the United States. While attending college, Mr. McDaniel completed a one-year internship program with the Federal Deposit Insurance Corporation. Mr. McDaniel earned a Masters in Finance from London Business School and is also a graduate of The University of Tennessee where he was awarded a B.S. in Business Administration (Magna Cum Laude) in 2001.

Timothy P. Yantz, is a partner and member of the Investment Committee of Meadow Partners and oversees the Company's acquisition and asset management activities in the United States. Prior to joining Meadow Partners, Mr. Yantz was a Director in the San Francisco office of Westbrook Partners. Mr. Yantz was instrumental in opening the San Francisco office and expanding Westbrook's acquisitions program and presence in the western United States. Prior to moving to San Francisco, Mr. Yantz was based in Westbrook's New York office, where in addition to acquiring assets in eastern United States markets, he was also involved in Westbrook's acquisition efforts in the United Kingdom. Prior to joining Westbrook, Mr. Yantz worked in the acquisitions group of Charlesbank Capital Partners, a real estate and corporate private equity firm based in Boston which historically invested on behalf of Harvard University's endowment fund.

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.

**Architect**

Peter F. Farinella Architect, P.C., having an office at 70 Lafayette Street, Floor 3, New York, New York 10013 is the architect of record for the Office Building ("Architect"). The Architect prepared the Floor Plans set forth in Part II of the Plan and the Floor Plans, which will be filed with the New York City Real Property Assessment Department, as required in order to create the Condominium. Architect has been providing architectural services for many years.

**Engineer**

RAND Engineering & Architecture, DPC, having an office at 159 West 25th Street, New York, NY 10001, is the structural engineer for the Office Building ("Engineer"). Engineer has examined the physical condition of the Office Building and has prepared the Description of Property and Building Condition and a Certification which is set forth in Part II of the Plan. Engineer has been providing engineering services for many years.

**Condominium Budget Expert**

Sponsor has engaged Penmark Management LLC, having an address at 770 Lexington Avenue, 7th Floor, New York, New York 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 which may be found in Part II of the Plan.

**Related Parties**

Sponsor and its principals have no affiliation with Selling Agent, Managing Agent, Sponsor's Attorneys, the Architect, the Budget Expert, or any Person who will provide services to the Condominium subsequent to the First Closing. Neither the Condominium Budget Expert, the Architect, nor Sponsor's 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 any Deposits or advances of funds for the purchase of Units as of the Filing Date of the Plan.

## REPORTS TO UNIT OWNERS

It is the obligation of the Condominium Board to give all Unit Owners annually:

1. A financial statement of the Condominium prepared by a certified public accountant or public accountant, within approximately 120 days after the end of each fiscal year of the Condominium. Such statement shall be certified while Sponsor is in control of the Condominium Board.

2. At least 30 days' prior notice of the annual Unit Owners' meeting.

3. A copy of the proposed annual budget of the Condominium at least 30 days prior to the date set for adoption thereof by the Condominium Board. While Sponsor is in control of the Condominium Board, such budget shall be certified in compliance with Section 20.4 of the Regulations of the Department of Law.

## DOCUMENTS ON FILE

Pursuant to the provisions of Section 352-e of the New York General Business Law, copies of the Plan, all documents referred to herein and all Exhibits submitted to the Department of Law in connection with the filing of the Plan shall be kept on file and available for inspection by Purchasers and their attorneys without charge, and for copying at a reasonable charge, at Sponsor's office for a period of 6 years after the First Closing. In addition, a set of Floor Plans showing the layout, locations and approximate dimensions of each Unit and its Unit number designation and tax lot number, certified by the appropriate governmental authority of The City of New York as conforming to the official tax lot number for each such Unit, will be filed in the Register's Office following the recording of the Declaration, and an additional set will be furnished to the Condominium Board.

The Declaration and the By-Laws will be recorded in the Register's Office in advance of or concurrently with the First Closing. The recording of all deeds conveying individual Units will also be recorded in the Register's Office.

No person has been authorized to make any statement or representation or furnish any information not expressly contained herein. Any information, data, or representations not contained herein or in the documents and exhibits referred to herein must not be relied upon. The Plan may not be changed or modified orally.

The Property has not been the subject of a prior public offering.

## SPONSOR'S STATEMENT OF OFFICE BUILDING CONDITION

Sponsor adopts the "Description of the Property and Building Condition" set forth in Part II of the Plan and represents that it has no knowledge of any material defects or need for major repairs to the Office Building except as set forth in the Description of the Property and Building Condition or as contemplated to be made as described therein.

The Buildings Department issued Permanent Certificate of Occupancy No. 108054 dated September 25, 1995 for the Office Building that will not require an amended or new Permanent Certificate of Occupancy.

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 Office Building. Sponsor will comply with applicable Law concerning the use of lead-based paint and/or lead-based paint hazards. 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 Units for the presence of lead-based paint.

While Sponsor has, to the best of its knowledge, received no specific reports regarding lead-based paint in the Office Building, given the age of the Office Building and the widespread use of lead-based paint in preceding decades, it can be assumed that there is lead-based paint present in the Office Building. In addition, there are numerous layers of paint on the walls of the original building. Sponsor makes no representation as to the existence or non-existence of lead-based paint within the walls. Purchasers are advised that, in the event they remove sheetrock at any time in the future, they may be responsible for removing and abating lead-based paint in accordance with applicable Law at their sole cost and expense.

**PART II**

**CONDOMINIUM OFFERING PLAN**

**866 UNITED NATIONS PLAZA CONDOMINIUM**
**866 UNITED NATIONS PLAZA**
**NEW YORK, NEW YORK 10017**

## DESCRIPTION OF THE PROPERTY AND BUILDING CONDITION

RAND

# DESCRIPTION OF PROPERTY & BUILDING CONDITION

# 866 UNITED NATIONS PLAZA

## NEW YORK, NY

RAND Engineering & Architecture, DPC

December 8, 2014

RAND Project # C140101

**RAND ENGINEERING & ARCHITECTURE, DPC**
159 West 25th Street, New York, NY 10001 ■ P: 212.675.8844 ■ F: 212.691.7972 ■ randpc.com

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(2) Number of Buildings and Use: 866 United Nations Plaza comprises the 6 story low-rise commercial base of the overall Structure. It includes the cellar and sub-cellar levels of the Structure.

The Structure contains office use, parking, accessory residential and mechanical spaces as well as three retail spaces (stores) at the street level.

(3) Streets Owned or Maintained by the Project: The property is bound on the north side by East 49th Street, on the south side by East 48th Street and on the west side by First Avenue and east side by Mac Arthur Park. All streets are owned and maintained by the City of New York and are in satisfactory condition.

(i) Paving: The public sidewalks surrounding 866 United Nations Plaza are the responsibility of the subject building. All public sidewalks are paved with cast in place concrete.

(ii) Curbing: There are steel faced concrete curbs along the perimeter of all public sidewalks. Curbs are generally in good condition.

(iii) Catch Basins, Drainage: All sidewalks drain to catch basins and drains, which are covered with iron gratings connected to the New York City storm water system via underground piping. Street drains vary in size and shape but are generally in good condition and are pitched adequately.

(iv) Street Lighting: There are light poles owned, operated and maintained by the City of New York at various locations along the sidewalks adjacent to the 866 United Nations Plaza.

(4) Drives, Sidewalks, and Ramps:

(i) There is an asphalt paved driveway bordered by steel nosed concrete curbs entering the north side of the site leading up to the residential building entry along East 49th Street and the parking garage entrance. The driveway was observed to be in good condition.

Cast-in-place concrete sidewalks are provided along all three street fronts. Public sidewalk paved areas along the street fronts (outside property lines) are in some areas slightly cracked, broken, or otherwise defective (See Special Risks Appendix B).

Cast-in-place concrete paved areas adjacent to the sidewalks (within the subject property lines) are also cracked, broken, or otherwise defective (See Special Risks Appendix B).

(ii) Curbing: Curbs are comprised of concrete with steel nose facing; curbing was observed to be in generally good condition.

(iii) Catch Basins, Drainage: Sidewalk areas drain by sheet flow onto public streets, which in turn are served by storm water catch basins connected to the New York City sewer system.

(iv) Street Lighting: Along the East 48th Street, East 49th Street and 1st Avenue frontage are New York City owned and maintained lighting fixtures.

Note: Special risk items with regard to drives, sidewalks are included in Appendix B of this report.

## (d) Utilities

(1) Utility: Domestic Water
Provider/Source: NYC Department of Environmental Protection
Metering: DEP water meter is located at the cellar level. Domestic water sub-meters are provided throughout the Office building as indicated on easement drawing SK-3 (dated 9-30-66).

(2) Utility: Sewer
Provider/Source: NYC Department of Environmental Protection
Metering: Unmetered. In accordance with the reciprocal easement, any sewer rent bills issued by the DEP are divided proportionally based on the metered water usage throughout the Office building.

(3) Utility: Natural Gas (Residential Towers Only)
Provider/Source: Not Applicable
Metering: Not Applicable. The Office Building currently does not utilize any natural gas service.

(4) Utility: Electric
Provider/Source: Con Ed
Metering: Three Con Ed electrical master meters are provided at the main electrical equipment in the cellar level for the East Tower, West Tower and Office Building. Additional Con Edison Meters are provided for the Bank (Office Building) . Electrical sub-meters are provided throughout the Office building, which are read by Source One and Syntonic Data Management. Syntonic in turn generates the sub-meter electric bills. Additionally, there is a web-based portal that can be used to view the sub-meter electric bills.

(5) Utility: Steam
Provider/Source: Con Ed

(3) Fencing: There are balustrades of hollow-tube aluminum fencing having a bronze anodized finish mounted atop low height garden walls along East 49th Street boundary of the site. This fence is in satisfactory condition.

(4) Garden Walls: There are low height granite clad garden walls provided along the northern boundary of the site along East 49th Street adjoining the sidewalk. Walls are good condition.

## (g) Building Size

(1) Total Height: The low-rise commercial building height is six stories or approximately 91 feet in height from grade level up to the main roof. The two towers above the commercial building are each overall a total of 37 stories plus penthouse (including 6 story base) and approximately 375 feet in height as measured from sidewalk grade level.

(2) Crawl Spaces: None.

(3) Number of sub-cellars and cellars: There is one cellar and one sub-cellar level within in the Structure.

(4) Number of floors: The commercial low-rise building is six stories plus a mezzanine, cellar and sub-cellar. The floors are numbered Sub-Cellar, Cellar, Mezzanine and 1 through 6.

(5) Equipment Rooms: There are equipment rooms located throughout the cellar and sub-cellar levels which contain the boiler, electrical distribution equipment, and other essential services. There are additional equipment rooms within the commercial low-rise as well as at the 7th floor and penthouse levels of the high-rise residential towers.

| **Location - Cellar Level** | |
|---|---|
| **Room** | **Use** |
| East Tower Refuse Disposal Room | East Tower refuse disposal equipment. |
| West Tower Refuse Disposal Room | West Tower refuse disposal equipment. |
| East Tower Maintenance Room | East Tower maintenance equipment. |
| West Tower Maintenance Room | West tower maintenance equipment. |
| Pax Equipment Room | Private automatic telephone system equipment. |
| Six office passenger and one office service elevator pits (i.e., Nos. 1, 2, 3, 4, 5, 6 and 7) | Office Building elevator equipment. |

| Location – Sixth Floor | |
|---|---|
| **Room** | **Use** |
| Sixth Floor East Tower Mechanical Equipment Room | Part of the main mechanical equipment for the East Tower and Office Building. |
| Sixth Floor West Tower Mechanical Equipment Room | Part of the main mechanical equipment for the West Tower and Office Building. |

| Location – Seventh Floor of the Structure in the East Tower | |
|---|---|
| **Room** | **Use** |
| East Office Elevator Machine Room | Two office passenger and one office service elevators and elevator shafts located in the East Tower (i.e., Nos. 5, 6 and 7). |
| Building Maintenance Room | Mainly window washer equipment. |
| Seventh Floor East Tower Mechanical Equipment Room | Mainly East Tower Mechanical equipment; however, it also contains the expansion tank assembly for the Office Building secondary water system serving the Office Building induction units and the piping for that expansion tank assembly and lighting panel LL-7B and the electric distribution facilities for that panel. |

| Location – Seventh Floor of the Structure in the West Tower | |
|---|---|
| **Room** | **Use** |
| West Office Elevator Machine Room | Four office passenger elevators and elevator shafts located in the West Tower (i.e., Nos. 1, 2, 3 and 4). |
| Building Maintenance Room | Mainly window washer equipment. |
| Seventh Floor West Tower Mechanical Equipment Room | Mainly West Tower Mechanical equipment; however, it also contains lighting panel LL-7A and the electric distribution facilities for that panel. |

## (h) Structural System

(1) Exterior of Building:

(i) Walls: The Structure has a reinforced concrete frame structure utilizing two way flat and waffle slab construction. The structure utilizes rigid beam/column connections and shear walls to resist lateral loading. All columns are supported on reinforced concrete footing resting upon bedrock. There is an aluminum and glass curtain wall system extending over 100 percent of the facade which shows no signs of distress, movement or settlement.

A Seventh Cycle Local Law 10/80 & 11/98 report was prepared for the entire Structure which encompasses the low-rise commercial base as well as both residential high-rise towers. (See Appendix M)

Seventh Cycle report was prepared by Dennis Mele of Midtown Preservation, Architecture and Engineering P.C. and classifies the entire building complex as 'safe'. The report was filed at the NYC Department of Buildings with an initial file date of 11/23/2011. No adverse conditions are identified in the report.

(ii) Windows: The Structure walls comprise an aluminum and glass curtain wall system. Windows are integral to the curtain wall system. The curtain wall system aluminum framing components are coated with a bronze anodized finish. The finishes exhibit signs of expected weathering. The curtain wall and window system are original to the structure construction.

There are no warrantees in effect with regard to the windows or curtain wall system. There are no operable windows within the system since none are required. Window units utilize fixed glass panes and single glazing.

Note: Special risks with regard to the curtain wall system and windows are included in Appendix B of this report.

(2) Parapets and Copings: There are no parapets at 866 United Nations Plaza. There are 42 inch painted steel railings which conform to the New York City Building Code fall protection requirement.

(3) Chimneys and Caps: None.

(4) Balconies and Terraces: None

(b) Other: Sheet metal flashing, gravel stops, trim and roofing specialties adorn all roof areas.

(c) Rooftop Facilities: None

Note: Special risks with regard to roof areas are included in Appendix B of this report.

(8) Fire Escapes: None.

(9) Yard and Courts: There is a courtyard located at the center of the low-rise commercial building comprising approximately 8,346 square feet. The courtyard is paved with stone tiles. The courtyard space serves as a roof above the parking garage space below. Aside from the courtyard, there are additional plaza areas along the perimeter of the Office building adjoining public sidewalk areas.

Access to the courtyard is achieved via one doorway off the residential lobby as well as two doorways located at the north exterior wall of the first floor office space. One of the courtyard access doorways within the first floor office space is permanently sealed with metal stud and gypsum board sheathing at the interior side and cannot be utilized. The present egress configuration with only one functional exit would not allow for occupancy of this space for any purpose other than by Building Maintenance personnel. (See Special Risks, Appendix B)

(i) Paving: Yard areas are generally paved with concrete flags. The courtyard is paved with stone tiles.

(ii) Drainage: Courtyard drains are furnished with rectangular metal grilles and are generally properly sloped and functioning.

(iii) Railings: None.

(iv) Stairs: Single tread or short -run concrete steps traverse elevations differences between yard areas. The majority of yard spaces are at grade level.

Note: Special risks with regard to yards and courts are included in Appendix B of this report.

(10) Interior Stairs:

(i) Number of Stairs of Each Type: The low-rise commercial building has seven (7) interior egress stairs designated "A" through "G". Stairways "A", "B", "F", and "G" are located on the west side of the

Office building, and stairways "C", "D" and "E" are located on the east side of the Office building. All stairways "A" through "G" are for evacuation only and no re-entry to floors is possible once within the stairwells. Aside from these seven primary stairs, there are additionally some secondary stairways as follows: one stair within the first floor office tenant space (Suite 120) serving the internal mezzanine level; two stairs at the cellar providing access up to grade level; one stair within the cellar parking garage providing access up to grade level. The residential high-rise towers maintain rights of passage through the low-rise building stairways. (see Appendix F for the Easement Agreement)

(ii) Stair Construction: Stairways typically comprise cast in place formed concrete construction.

(iii) Stair Doors: Doors leading from corridors into stairwells swing in the direction of travel and are constructed of steel.

(iv) Enclosure: Stair enclosures consist of CMU walls with a painted finish. All treads, risers and stringers are typically painted.

(v) Treads: All treads are within a range of 9" to 10" in width.

(vi) Risers: All risers are within a range of 7 3/8" to 7-3/4" in height.

(vii) Guardrails: Each stair is provided with steel handrails with a painted finish to one side of the run. Handrails range in type. Some stairways are provided with simple rectangular iron bars, other stairways contain round circular profile railings.

(viii) Balustrade: Railing balustrades are provided at the upper terminations of stairways. Balusters are comprised of square steel bars welded typically six inches on center.

(11) Interior Doors and Frames:

(i) Unit Entrance and Interior Doors and Frames: Office tenant space entrance doors are generally 1½ hour fire rated flush hollow metal with steel frames. In some cases entry doors off public corridors are comprised of replacement glass or wood doors which do not satisfy the necessary fire rating requirement (See Special Risks Appendix B).

(ii) Corridor Doors and Frames: Corridor doors appear generally to be 1½ hour fire rated assemblies containing flush hollow metal door panels with hollow metal frames. It should be noted that metal tags

(x) AC Motor-Generator: None. (See above)

(13) Elevator Cabs: All elevator cabs have undergone modernization/finish upgrade programs; finishes were observed in good condition.

(i) Kind: All elevator car cabs for the Office Building were manufactured by Otis Elevator Company.

(ii) Floor: All elevator car cabins for the Office Building are provided with a tile floors.

(iii) Walls: All elevator car cabins for the Office Building are provided with wood panel.

(iv) Ceiling: All elevator car cabins for the Office Building are provided with metal panel ceilings.

(v) Lighting: All elevator car cabins for the Office Building are provided fluorescent lighting.

(vi) Alarm, Safety System: The current Office Building owner has retained United Elevator Consultants, Inc. (United) for a Comprehensive Vertical Transportation Maintenance and Repair Program. As part of the scope of this project, United will inspect all alarms and maintain in proper working condition.

These alarms include the following items, which activate each elevator's Phase 1 Emergency Recall Operation:

- Fire alarm initiating devices at elevator floors.
- Smoke detectors at elevator lobbies, machine rooms, and hoist ways.
- Fire sprinkler water flow alarm.

## (i) Auxiliary Facilities

(1) Laundry Rooms:

(i) Location and Number of Rooms: There is a single laundry room at the cellar level that is intended for use by the apartment residents. According to the reciprocal easement, maintenance responsibility for the Apartment Laundry Room shall be borne by the West Tower Owner, except the maintenance responsibility for the electric distribution facilities for the Apartment Laundry Room and for any system, equipment or piping which is included in the Apartment

The fire standpipe system has three distinct portions, each of which serves a different part of the Structure.

There are two types of standpipes for this Structure:

1. Standpipes that receive water from street pressure.

   The water supplied to all fire standpipes serving the cellar and first seven floors of the Structure are distributed under street pressure and without pumping. All of the water supplied under street pressure to these standpipes enters the Structure from the East 49th Street City water main and is measured by the fire standpipe water meter located in the water meter area in the cellar level, which measures only that water consumption.

2. Standpipes that receive water from elevated tank pressure.

   The water supplied to all fire standpipes serving the entire East Tower and West Tower, other than the seventh floor of these structures, is domestic water which has been pumped up by the domestic water house pumps to the respective house tank located within the mechanical penthouse tank room.

Location of Fire Standpipe Risers: The six fire standpipe risers which are part of the fire standpipe system of the Structure are as follows:

| Fire Standpipe Riser Number | Section(s) Served | Floors of Structure Served |
|---|---|---|
| 1 | Office Building and West Tower | Cellar through 7th Floor (Type 1); above 7 through mechanical penthouse level no. 2 in West Tower (Type 2) |
| 2 | Office Building and East Tower | Cellar through 7th Floor (Type 1); above 7 through mechanical penthouse level no. 2 in East Tower (Type 2) |
| 3 | Office Building and West Tower | Cellar through 7th Floor of Structure in West Tower (Type 1) |
| 4 | Office Building | Cellar through 6th Floor (Type 1) |
| 5 | Office Building | Cellar through 6th Floor (Type 1) |
| 6 | Office Building and East Tower | Cellar through 7th Floor of Structure in East Tower (Type 1) |

A fire pump has been provided in the cellar level Fire Pump Room pursuant to NYC Building Code requirements for tall buildings at the time of the design of the Structure. The fire pump allows domestic water from the East 48th Street City water main and the East 49th Street City water main to reach levels within the standpipe system that are above the 7th Floor.

(ii) Hose Racks, Hoses and Nozzles:

| Fire Standpipe Riser or Segment of Fire Standpipe Riser | Number of Hose Racks Attached | Location of Hose Racks |
|---|---|---|
| Numbers 4 and 5 and segments of Numbers 1, 2, 3 and 6 located in Office Building | 45 | Office Building |
| Segment of Number 6 located in East Tower | 2 | East Tower |
| Street pressure portion of Number 2 located in East Tower | 1 | East Tower |
| Segment of Number 3 located in West Tower | 2 | West Tower |
| Street pressure portion of Number 1 located in West Tower | 1 | West Tower |

(iii) Sprinkler Heads: The sprinkler system for this Structure is located entirely in the cellar, first floor, and mezzanine section. Water utilized for the sprinkler system is not considered domestic water, but is obtained from the East 48th Street City water main and the East 49th Street City water main. Such water is metered near each of the two points places of entry into the cellar by a separate sprinkler water meter for each of the two sources of supply, making a total of two sprinkler water meters.

The sprinkler system is an automatic system, consisting of both a wet-pipe portion and a dry-pipe portion (the last-mentioned portion being located primarily in the garage area and above the truck loading berth and above the truck loading space). In the wet-pipe portion, the distributing piping is always filled with water. In the dry-pipe portion, there is compressed air in the distributing piping, which air, in the case of a fire, rushes out when the sprinkler head opens and is replaced by the water which is used to fight the fire.

DWDI – Double Inlet/Double Width:

In addition to the forced air system, inner spaces within the Office Building are also heated with cabinet heaters and horizontal/vertical unit heaters at the 1st floor, and induction units at floors 2 through 6.

Domestic hot water is provided for the Structure by instantaneous or semi-instantaneous steam fed water heaters. These water heaters are located within the following MER's:

| MER Locations | Areas Served |
|---|---|
| Penthouse 2nd Floor both residential towers | Pressure Zones 1 and 2 for each residential tower. |
| 7th Floor both residential towers | Pressure Zones 2 and 3 for each residential tower. |
| Cellar Level | Office Building (Aerco Units) |

(1) Heating and Distribution of Domestic Hot Water: The distribution of the domestic hot water for the Office Building is provided by cellar overhead domestic hot water supply mains, which connect the cellar level water heaters to the domestic hot water supply risers.

From the supply risers, domestic hot water is distributed vertically to supply branch lines located on each floor, which ultimately supply the Office Building plumbing fixtures, which primarily entail the common ladies and men's bathrooms located on each floor. In order to maintain the required temperature for the domestic hot water, circulation piping that essentially runs parallel to the supply piping has been provided, which includes a circulation pump. All of the visible sections of domestic hot water piping were insulated, so the material for this piping could not be reviewed. Given the year of construction, it is possible for the domestic water to be constructed from copper tubing or from lesser quality materials such steel or brass piping. There was no evidence of pipe breakage along the domestic hot water piping, which is an indication that this system is in satisfactory condition.

(2) Number of Boilers and Description:

Not applicable.

(3) Manufacture and Age of Boiler(s):

Not applicable.

(4) Manufacturer and Age of Burners:

The primary component of the Structure's air conditioning system are the chillers located in the cellar level Refrigeration Plant, which includes two 1,250 ton Carrier absorption chillers (1995) and a 700 ton Carrier electric chiller (2003). The chillers produce chilled water which is circulated to the perimeter fan coil system, force-air ventilation systems, and supplement induction systems, which provide conditioned air to the respective space.

The existing air conditioning systems appear to function in a satisfactory manner. Since the spaces within the Office Building may function differently for each commercial tenant, it may be necessary for a tenant to incorporate a supplemental air conditioning system at their cost if the use of the occupied space creates cooling loads that are greater than what the existing systems can accommodate.

In view of this situation, RAND cannot verify the adequacy of the existing air conditioning system to maintain comfortable conditions under anticipated weather conditions.

(1) Type of System:

| Location | Type of Air Conditioning System |
|---|---|
| Cellar | Forced-Air Ventilation (Heating and Air Conditioning) |
| 1st Floor | Forced-Air Ventilation (Heating and Air Conditioning) |
| Mezzanine | Forced-Air Ventilation (Heating and Air Conditioning) |
| 2nd Floor Through 6th Floor | Perimeter Fan Coils<br>Forced-Air Ventilation (Heating and Air Conditioning) with Supplement Induction Units. |

(2) Central Air System:

Not Applicable.

(3) Cooling Towers, Condensers: The Structure's air conditioning system does not utilize a cooling tower. Instead, it utilizes a river water condensing system, which entails a river water basin tank that holds water from the east river; river water circulation pumps, and river water heat exchangers that transfer the heat from the chiller condenser water to the river water. Details concerning river water circulation pumps are provided in Appendix N. The river water heat exchangers are plate frame type that were manufactured by Aqua Laval and are completed disassembled, cleaned, and reassembled every three months as part of the Refrigerant Plant's maintenance program.

(4) Individual units (window/sleeve--specify number, capacity, amperage and efficiency):

Not Applicable.

## (n) Ventilation

(i) Kitchens: Not Applicable. The ventilation requirement for the first floor restaurant space is the responsibility of the restaurant tenant/operator.

(ii) Fireplaces: Not Applicable.

(iii) Windowless Areas/Corridors: The spaces utilize supply and return forced-air ventilation fans locate within the cellar level MER. Ventilation within Windowless Areas/Corridors appeared satisfactory.

(iv) Garages: The cellar garage vestibules, the garage office, and the garage waiting area are ventilated via forced-air ventilation system CS-5 and CR-5. The garage ventilation system appeared satisfactory.

(v) Laundry: Not Applicable.

(vi) Bathrooms: All bathrooms are ventilated via exhaust ductwork that terminates at a turbine ventilator, which expels exhaust air to the Structure's exterior as required by the New York City Building Code. All bathroom ventilation systems for the Office Building appeared satisfactory.

## (o) Electrical System

(1) Service from Main Service Switchgear: The main electrical service is located in an adjacent room in the cellar and consists of four 3,000 ampere, 3-phase, 4-wire, 120/208-volt fused switches for the West Office, West Tower, East Office, and East Tower.

(2) Service to Individual Units: Common riser connects the main switchboard panels to the distribution panel board within the electrical closet on each floor of the Office Building.

(3) Compartment Switch Gear: The power is distributed through the Office Building to six electrical closets on each floor.

(4) Unit Service: The 6,000 amps available to the Office Building is equivalent to approximately 7.0 watts per usable square foot which is adequate for the present load. (Usable square feet are assumed to be 306,000.)

(5) Adequacy:

(i) Service--average number of circuits per apartment and capacity to handle modern appliances--specifically air conditioners, dishwashers and electric dryers:

The electrical service distribution to tenant spaces within the Office Building appears to be adequate.

(ii) Lighting and fixtures:

Lighting and fixtures within the Office Building appear to be adequate.

(iii) Convenience outlets, appliance outlets;
Convenience outlets within the Office Building appear to be adequate. There is no requirement for appliance outlets within the Office Building tenant spaces.

Note: The existing emergency generator is manufactured by Onan Cummings and rated 350KW @ 277/480V, 3 phase, 4 wire. There is a 550 gallon fuel oil storage tank to operate the engine. The generator main output circuit breaker as well as the main transfer switch are both rated at 800A, 277/480V. This generator provides emergency power for 1 elevator in each residential tower, the domestic water system, public lighting, and the Structure's sump pumps.

(6) Intercommunication and/or Door Signal Systems: Not Applicable. The Office Building utilizes a front desk reception area at each lobby. There is no intercommunication and/or door signal systems for the Office Building.

## (p) Intercommunication & Door Signal Systems, Security CCTV

Master antennae, cable TV, antennae by tenants, security closed-circuit TV.

Basic cable television is currently available to the Structure by Time Warner and Verizon. The main cable equipment is provided in specific locations throughout the Structure.

The complex contains a video surveillance system of video cameras within entrance vestibules, lobbies, laundry facilities, playgrounds, etc. The cameras are wired to a monitor and video recording system within the main security office. The Structure's security system appeared to be in fair condition with no significant problems reported by Structure's personnel.

## (q) Public Area Lighting

Site Exterior: Street lights along the encompassing sidewalks provide lighting along the site exterior of the property. Additional lighting is provided by exterior light fixtures that are affixed to the Structure exterior walls at the main and service entrances, the court and the playground area. All conductors utilized for exterior

Some office spaces such as the 1st floor office tenant and 6th floor tenant have separate internal toilet facilities serving their spaces. There are additionally Office building staff toilet facilities at the first floor and cellar. Bathroom fixtures were overall in satisfactory condition.

## (x) Finish Schedule of Spaces Other Than Units

| Room | Floor | Trim work | Wall | Ceiling |
|---|---|---|---|---|
| Commercial Lobbies | Terrazzo Flooring | Terrazzo cove base molding | Travertine, Painted Gypsum Board or Plaster | Painted Gypsum Board or Plaster, |
| Residential Lobbies | Terrazzo Floor, Carpet | Terrazzo and Wood Moldings | Travertine, Wood, Painted Gypsum Board or Plaster | Painted Gypsum Board or Plaster, |
| Common Hallways | Vinyl Tile | Vinyl moldings | Painted Gypsum Board or Plaster | Painted Gypsum Board or Plaster, Suspended Acoustical Tile Ceilings |
| Common Bathrooms | Ceramic or Vinyl Tile | Ceramic or Vinyl Moldings in areas. | Ceramic Tile and Painted Gypsum Board or Plaster | Painted Gypsum Board or Plaster, Suspended Acoustical Tile Ceilings |

## (y) Safety and Warning Devices

A full Class E fire alarm system was installed within the Office Building during multiple phases from 1989 to 1998. The existing fire alarm system appeared to be in satisfactory condition and is currently maintained by the Structure's fire alarm service contractor (QSCS of NY, Inc.).

## (z) Additional Information Required

Plans of the site and building are to be provided by the Building Owner.

## (aa) Asbestos

Refer to Appendix A.

## (ab) Lead-Based Paint

Since the original construction of the Structure was completed circa 1965, it is expected that lead-based paint was used on finishes throughout the Structure. However, renovations and redecorating in subsequent years may have covered

much of the original painted surfaces. No lead testing was performed in conjunction with RAND's Survey.

Any work involving the disturbance of painted finishes should be performed in accordance with lead-safe work practices set forth by the NYC Department of Health & Mental Hygiene and NYS Environmental Protection Agency, and the applicable requirements of NYC Local Law 1 of 2004.

The foregoing constitutes a true, correct and complete Description of Property by our firm for 866 United Nations Plaza.

Jamey R. Ehrman, P.E.

# APPENDIX A
## Asbestos Report

## I. Introduction

This Report has been prepared for the purpose of providing a general overview and assessment survey of the conditions of asbestos containing material (ACM) throughout the property, in accordance with the requirements of the New York State Attorney General for the disclosure of asbestos-containing material under Part 20 of Title 13 NYCRR. References herein to Part 20 or sections thereof should not be taken to mean that the offering plan is subject to Part 20. The findings of the Report are based on the following:

A. Visual observation of a representative sampling of the "common" and individual office spaces as deemed necessary to provide an indication of the presence or absence of asbestos.

B. Analysis of bulk samples of the suspected asbestos containing material re- moved from the premises and subjected to polarized light microscopy (PLM) and/or transmission electron microscopy (TEM).

This Report objectively describes observable and accessible portions of mechanical equipment areas, all non-mechanical rooms, and public halls as they pertain to the location and condition of the different types of surfacing, thermal systems insulation, and miscellaneous asbestos containing building materials.

Suspected ACM has been surveyed with regard to eight factors:

| | |
|---|---|
| *Accessibility* | *Condition of Material* |
| *Activity and Movement* | *Exposed Surface Area* |
| *Direct Air Movement* | *Friability* |
| *Asbestos Content* | *Water or Physical Damage* |

The Report incorporates observations of ACM found in the accessible areas of the premises only. No attempt was made to compromise fabric, metal or cement coverings of any suspected insulating material unless that covering was damaged.

The contents of this Report are correct to the best of our knowledge and belief. This Report and the conclusions stated herein are, however, limited to actual knowledge based upon visual observation, undertaken with due diligence, of visible portions of the property, and the results of polarized light microscopy (PLM) or transmission electron microscopy (TEM) testing performed by an independent laboratory. No walls were opened, and only a small representative sampling of suspected materials was removed for testing purposes.

All statements relating to the legal use and code compliance of the Office building express the preparer's professional opinion only and are subject to final determination by governmental agencies having jurisdiction. This Report is for informational purposes and is not to be construed as a guarantee, warranty, or policy of insurance. It is not intended or prepared for the purpose of providing an opinion as to the advisability or inadvisability of selling or purchasing the property.

## II. Asbestos Overview

Asbestos is a naturally occurring group of minerals. It can be distinguished from other mineral groups by the fact that its crystals form long, thin fibers. The most common of these minerals utilized in the construction industry include chrysotile, amosite, anthrophyllite, crocidolite and tremolite. There are several different types of asbestos, and their properties vary accordingly. As a group, however, the chemical and physical properties of asbestos are fairly unique. It is quite abundant, inexpensive, and virtually indestructible.

Because of its superior insulating and tensile ability, asbestos has traditionally been used by the construction industry in various forms. Among the most common uses remaining in buildings today are vinyl asbestos floor tiles, vinyl asbestos sheet flooring, patching compounds, textured paints, ceilings, pipe and boiler insulation, roofing, shingles and siding.

For ease in cataloging, the U.S. Environmental Protection Agency (EPA) has de- lineated three (3) asbestos categories, as follows:

(1) Surfacing materials sprayed or troweled onto ceilings and walls.

(2) Thermal systems insulation located on hot or cold water pipes, steam pipes, vent ducts, boilers and tanks.

(3) A variety of other miscellaneous products, such as ceiling and floor tiles, and wallboards.

In general, ACM in categories (1) and (2) provides the greatest concern, especially where the material is friable. Friable asbestos material is defined as any asbestos or asbestos containing material that can be crumbled, pulverized, or reduced to powder when dry, by hand pressure or by mechanical means. When an ACM is friable, it slowly releases microscopic particles into the air. Although studies have shown that airborne asbestos contamination in buildings is a significant environ- mental problem, the presence of asbestos in a building does not necessarily mean that the health of building occupants is endangered. As long as ACM remains in good condition and is not disturbed, exposure is unlikely.

It was deemed by the Project Investigator that the possible presence of any of the ACM detected currently poses no immediate health or safety hazard.

Prior to any future renovations, the Condominium Owners shall engage an independent environmental consultant to provide the necessary services pursuant to the identification of any hazardous or potentially hazardous materials and recommendations for proper abatement, if applicable. In the event that the presence of such materials has been confirmed, the unit owner(s) should follow the recommendations of the independent environmental consultant, as well as all Federal, State and Local regulations with regard to any future handling and maintenance of any asbestos that will remain in the Office building, whether encapsulated, enclosed or left undisturbed.

## V. Qualifications of Individual Preparing Report

*Jamey R. Ehrman, PE, P.E., Project Engineer:*

Jamey Ehrman has a Bachelor of Science Degree from the Rochester Institute of Technology, with a concentration in HVAC design. Since joining RAND in 2000, Mr. Ehrman has specialized in the preparation of comprehensive plans and specifications for a wide variety of projects, including booster pump and piping up-grades, backflow preventer and water meter installations, electrical system up-grades, heating plant upgrades, exterior facade restoration, roof replacement, and asbestos abatement projects. He has also prepared CIRA Survey reports for HVAC and building envelope systems.

Mr. Ehrman is a New York State licensed professional engineer, a New York City Certified Asbestos Investigator, and is certified as a New York State Asbestos Inspector.

# APPENDIX B
## Special Risks

Note: An estimate of $113,578.00 for the curtain wall refurbishment program was obtained from Lafayette Glass Company pursuant to their April 16, 2014 proposal for repairs.

Note: Existing Glass washing scaffold shall be utilized to perform the work.

Sidewalk Shed
Short Term Allowance (1 to 3 years)..... $50,000

ii. The facades are comprise of single pane glazed panels rather than double pane, 'thermal' glass. Re-tinting was done about a year ago there are some overheating issues particularly during the summer at office spaces along the south facade. A practical solution to this issue short of window system replacement is not apparent.

Informational Item Only ..... **

iii. Several open joints were observed between metal copings at the main roof parapets as well as at railing penetrations into the coping system. Such openings will allow for water infiltration if left unsealed. All open or missing caulk joints should be fully removed and replaced.

Caulk Joint Repairs – Main Roof Parapets
Maintenance Item Only ..... **

iv. The perimeter railings along the commercial low-rise north and south roof were generally observed in good condition; however RAND observed that one railing section at the south roof at the transition adjoining the north west corner of the west tower is bent up and heavily. The railing woven wire inset panel should be removed and replaced.

Replace Damaged Railing Section
Maintenance Item Only..... **

**Sub-Total (2): Exterior Walls & Parapets**
Short Term Allowance (1-3 years)..... $ 163,578

## (3) SITE

Items considered Special Risks with regard to the Structure's exterior walls and parapets include the following:

(i) The public sidewalks and adjoining plaza areas are composed of concrete flags with concrete curbs and aprons for vehicular access on East 48th Street and East 49th Street. There are areas of deterioration including cracks, spalling and settlement of concrete flags and curbs. It is recommended that a program of concrete repairs be implemented at this time to address sidewalk and curb deterioration. Further repairs will likely be necessary in several years.

Public Sidewalk Concrete Repairs
Maintenance Item Only ..... **

Interior Concrete Pavement Repairs
Current Recommendation
Maintenance Item Only ..... **

(ii) The courtyard plaza consists of stone tiles which appear original and presumably rest on a setting bed and waterproof membrane atop the structural concrete slab. The tile surfaces exhibit signs of degradation. There are sporadic cracked tiles, and loose grout within joints. The use of polished stone as an exposed surface is somewhat problematic in cold climates subject to freeze thaw deterioration and slip hazards. A restoration project entailing a complete removal of tile and waterproofing followed by installation of an exposed pedestrian grade waterproofing membrane is advised to restore safe and water-tight conditions.

Courtyard Plaza Restoration
Current Recommendation
Estimated 4,300 sf. @ $35/s.f. ..... $150,500

(iii) There are three means of entry/egress from the center courtyard which are all obstructed by varying degrees. Two of the doorways providing egress/access to the courtyard from tenant space 120 (Suite 120) are blocked. Of these doorways one at the southwest corner of the courtyard is permanently blocked on the interior side with metal stud and gypsum sheathing. The other doorway is locked with a key lock and blocked by furniture. The entry door to the courtyard from the residential lobby contains a keyed lock on the interior side of the door. Such condition is contrary to code and

## (8) HEATING, VENTILATION & AIR CONDITIONING SYSTEMS

Items considered Special Risks with regard to the Structure's heating, ventilation, and air conditioning systems include the following:

i. At the time of RAND's survey, the two absorption chillers appeared to be in good operating condition. Absorption chillers of this type have a typical useful life expectancy of 20 years. However, it is possible for the life expectancy of these chillers to be extended through diligent upkeep, preventative maintenance, and intermittent use of the electric chiller (see below). Since visual observations very limited with determining an accurate assessment of the remaining useful life of the absorption chillers, Building Management has advised RAND that JDP Mechanical is periodically retained to provide an in-depth review of this equipment and provide consultation on repairs and maintenance that may be required to maximize the useful life expectancy of this equipment. It is therefore recommended that Building Maintenance Personnel continue the diligent upkeep of the absorption chillers and Building Management plan capital saving based on the results of the next assessment from JDP.

Note: The anticipated budget project for an Absorption Chiller Replacement is $2,000,000. The reciprocal easement stipulates that the cost of this expense is shared equally between the East Tower Owner, West Tower Owner, and Office Building Owner; therefore, the anticipated cost to each owner would be approximately $666,666.

Informational Item Only. ..... *

ii. The electrical chiller also appeared to be in good operating condition. Electrical chillers of this type have a typical useful life expectancy of 20 years. However, since this chiller is used intermittently, the useful life expectancy will probably be more like 25 years. Similar to the absorption chillers, it is possible for the life expectancy of this item to be extended through diligent upkeep and preventative maintenance. It is therefore anticipate that the electric chiller will need to be replaced in approximately 14 to 15 years, and the budget projection for this work is approximately $1,000,000.

Informational Item Only. ..... *

i. The cellar level mechanical equipment rooms include over 50 pumps and fans with accompanying motors as well as

## Summary of Anticipated "Special Risks" Funding Requirements

| Building System/Component | Budget Projections (Current) | Budget Projections (3 Years) | Budget Projections (5 Years) |
|---|---|---|---|
| Roof & Roof Level Structures | ** | $1,500,000 | ** |
| Exterior Walls & Parapets | ** | $163,578 | ** |
| Site | $150,500 | ** | ** |
| Garage and Parking Areas | $382,500 | ** | ** |
| Common Interior Spaces | ** | ** | ** |
| Interior Spaces | ** | ** | ** |
| Electrical Service | ** | ** | ** |
| Heating, Ventilation, & Air Conditioning | ** | ** | ** |
| Plumbing Systems | ** | ** | ** |
| Elevators | ** | ** | ** |
| **TOTALS:** | $533,000 | $1,663,578 | -- |

** Denotes Maintenance Items typically addressed on an as-needed basis as part of regular the Structure's repairs and maintenance.

Please be aware that all budgetary projections contained within this Special Risks supplement are approximate, and should be verified by obtaining price estimates from at least three (3) reputable contractors after detailed specifications are produced. Also, a contingency allowance of 10% should be allocated for financial planning.

# INSPECTION FOR ASBESTOS-CONTAINING MATERIALS

## IN ACCORDANCE WITH TITLE 13 NYCRR "REGULATIONS GOVERNING NEWLY CONSTRUCTED, VACANT OR NON RESIDENTIAL CONDOMINIUMS"

*Performed at:*

**866 UNITED NATIONS PLAZA**
**NEW YORK, NY 10017**

*Performed for:*

**VORNADO REALTY TRUST**
**888 7th AVENUE**
**NEW YORK, NY 10019**

*Prepared by:*

**WARREN & PANZER ENGINEERS, P.C.**
**228 EAST 45TH STREET**
**NEW YORK, NEW YORK 10017**

**PROJECT NO. 125.44.73**

**September 13, 2006**

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- Ceiling tiles throughout building
- Cove base throughout building
- Mastic associated with cove base throughout building
- Wrap paper on fiberglass insulation throughout building
- Pipe Elbow Insulation associated with Fiberglass insulation, Sub-Cellar through 6th Floor
- Duct Insulation throughout building
- Electrical wiring throughout building
- Terrazzo/terracotta flooring, 1st Floor
- Corrugated/Cementitious Pipe Insulation, 4th Floor
- 12" x 12" Floor Tile and mastics throughout building (except where previously noted)
- Carpet glues, mastics, and residues located below carpets throughout building.
- Exterior and Interior window caulks

## 6.0 REPORT CERTIFICATIONS

Warren & Panzer Engineers, P.C., certifies that the information contained herein is based on the physical and visual inspections conducted by Warren & Panzer and data collected during the inspection survey.

James Scullin
NYCDEP Asbestos Investigator
NYSDOL Asbestos Inspector

Richard Deliberto
Senior Manager
(QA/QC)

# APPENDIX D
# Warren & Panzer Asbestos Operations & Maintenance Plan

**warren**panzer

VORNADO
REALTY TRUST

# ASBESTOS OPERATIONS & MAINTENANCE PLAN

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New York, NY 10017

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**APPENDIX E** RESPIRATORY PROTECTION PROGRAM

## 1.0 EXECUTIVE SUMMARY

866 UN Plaza is a six story office building located on 49th Street in New York City located between First Avenue and the FDR Drive. The building serves as retail and commercial office space.

The building was constructed in 1968 during a time when asbestos was widely used in building construction. As such, the presence of asbestos containing building materials would be expected to be present in the building. Multiple inspections of the building for asbestos have confirmed this.

Asbestos containing materials found in the building include:

- Floor Tile
- Mastic
- Carpet Mastic
- Transit Panels
- Pipe Insulation
- Pipe Elbows
- Roofing Materials

Warren & Panzer Engineers, P.C. (Warren Panzer) was retained by Vornado Realty Trust to develop an Operations and Maintenance Plan to ensure safe management of the asbestos containing materials at the site. The objective of the plan is to develop and implement procedures and work practices that:

1. Maintain ACM in good condition
2. Ensure proper cleanup of asbestos fibers previously released
3. Prevent uncontrolled release of asbestos fibers, and
4. Monitor the condition of the ACM.

Benefits of implementing an O&M Program include the protection of human health and protection of the environment. In order to obtain these objectives, this Operations and Maintenance Plan has several key components, as follows:

## 2.3 Operations And Maintenance Plan Purpose

This Asbestos Operations and Maintenance (O&M) Manual was developed for the building located at 866 UN Plaza, New York, NY 10017. It was prepared by Warren Panzer, at the request of Vornado Realty Trust.

Warren Panzer was retained by Vornado Realty Trust to develop an Operations and Maintenance Plan for addressing the asbestos containing materials at the site. The objectives of the plan are to develop and implement procedures and work practices that:

1. Maintain ACM in good condition
2. Ensure proper cleanup of asbestos fibers previously released
3. Prevent uncontrolled release of asbestos fibers, and
4. Monitor the condition of the ACM.

The principal objective of this Asbestos Operations and Maintenance Plan is to minimize exposure of all building occupants to asbestos fibers and to ensure that no employee will intentionally disturb ACM in the course of work. In accordance with this objective, the O&M Program provides for monitoring of Asbestos Containing Materials as long as they are present in the buildings, and consists of a set of specific procedures and practices for activities that may affect the facility itself, such as building cleaning, maintenance, renovation, and general operations.

These procedures include alerting workers and building occupants as to the location of ACM; periodic inspecting of areas with ACM, and establishing a work evaluation process that ensures employees do not disturb Asbestos Materials.

Additionally, the O&M Program establishes which personnel may directly or indirectly be exposed to asbestos. The manual contains work plans for routine activities and essential building operations that have a potential for asbestos disturbance. It describes the notification and training that Vornado Realty Trust will provide to a select group of employees concerning their potential exposure. Activities that involve intentional disturbance of ACM will be handled by outside abatement contractors.

## 2.4 Operations And Maintenance Plan Key Components

- The appointment of an Asbestos Program Manager, single point of contact to control all activities involving asbestos containing materials.

- Any accidental disturbance of suspect asbestos containing material shall be immediately reported to the Asbestos Program Manager;

- Before the start of any work, the work shall be evaluated for potential disturbance of Asbestos Materials. This includes work like repair or modification of building systems, or renovation of spaces, or installation or removal of equipment. The Asbestos Program Manager ensures the evaluation takes place. Warren Panzer will perform the evaluation. No such work shall commence without specific approval from the Asbestos Program Manager.

- Work that entails a potential for exposure to airborne asbestos will be performed by personnel trained with appropriate personnel protective equipment.

- All work that involves the intentional disturbance of ACM will be performed by outside contractors. Outside asbestos abatement contractors must be pre-approved by the Asbestos Program Manager;

- No outside contractor will be allowed to disturb asbestos without proper training and certification, personal protective equipment, proper engineering controls, notification and written approval from the Asbestos Program Manager;

- Any asbestos abatement work shall require approval by the Asbestos Program Manager;

- Clear, concise, and accurate records shall be prepared as required by this O&M Program. These records shall be kept indefinitely.

## 3.2 Building Engineering Staff Role And Training

No asbestos work will be performed by building personnel. However, in order to deal with emergency situations select individuals will receive Asbestos Handlers Training. The following individuals have received Asbestos Handler Training:

- John Pellegrino
- John Rodriguez

These individuals have also received NYS DOL and NYC DEP Handler licenses.

These individuals are required to attend refresher training annually.

These individuals may perform the following activities:

- Enter an Asbestos Work Area to repair or modify mechanical equipment that may have become damaged during the asbestos project.
- Enter an Asbestos Work Area to repair a broken pipe.
- Enter an area with damaged Asbestos Containing Materials to repair or modify mechanical equipment to ensure essential building operations.

Building Engineers, Engineering and Custodial Staff Members are responsible for:

- Maintaining a working knowledge and familiarity with internal asbestos related policies, an awareness of O&M program principles and objectives, and familiarity with current ACM assessment information.
- Ensuring that work affecting the facility itself has been approved through the work evaluation process.
- Notifying the Asbestos Program Manager of any suspected potential asbestos hazards due to suspect materials in poor condition or their accidental disturbance.
- Maintaining proper practices during routine activities.

## 3.3 Building Occupant Training

In accordance with OSHA requirements for Class IV asbestos projects, all building occupants that may come in contact with asbestos containing materials will complete Asbestos Awareness Training. Training shall be provided prior to an employee's initial participation in operations where contact with asbestos containing materials is possible and at least annually thereafter.

Training will be equivalent in curriculum to the EPA Awareness training program found in 40 CFR 763.92(a)(1) and will be two hours in length. The asbestos awareness class will consist of the following five topics:

1. Asbestos and Its Various Uses and Forms
2. Health Effects Associated With Asbestos Exposure
3. Asbestos Containing Materials at 866 UN Plaza
4. Recognition of Damaged and Deteriorated ACM
5. Measures to Implement To Protect Yourself from ACM

### 3.4 Asbestos Program Manager Role And Training

The Asbestos Program Manager (APM) at 866 UN Plaza has a strictly administrative role. The duties of the APM will not require the performance any asbestos work. As such, New York State and New York City asbestos licenses are not required. However, a New York State Management Planner Certificate would be recommended. Asbestos Awareness Training is required, though, as review of various potential projects might require entry into areas where asbestos exists and may give rise to situations where the Asbestos Program Manager could possibly come into contact with asbestos containing materials.

All technical decisions will be the responsibility of Warren Panzer, the Building's Asbestos Consultant. The Management Planners, Inspectors and Project Designers at Warren Panzer will evaluate all potential renovation projects at the facility for a potential impact to asbestos containing materials. The Asbestos Program Manager's Role is strictly to ensure that all projects are evaluated and that the required removals are completed prior to any construction work being performed. These actions additionally ensure compliance with New York City's DEPs Asbestos Control Program. The DEP's Asbestos Control Program requires that all construction work be reviewed prior to the Building Department issuing a construction Permit. Upon completion of the inspection, either an ACP-5 or an ACP-7 will need to be filed. An ACP-5 will be filed if no asbestos or a very small quantity of asbestos will be impacted. An ACP-7 will be filed if asbestos will need to be abated for the project to occur. At the completion of abatement activities the DEP will issue an ACP-21 to verify that the asbestos abatement is complete. Either an ACP-5 or ACP-21 is necessary for the Building Department to issue a construction permit. The Program Manager is responsible for ensuring that the Building Management and all tenants adhere to these requirements.

### 4.1.2 Small Asbestos Projects

Prior to any small asbestos project involving the abatement of less than 160 square feet or 260 linear feet, but more than 10 square feet or 25 linear feet of asbestos containing materials, the appropriate regulatory agencies must be notified. These agencies include

- The United States EPA
- The New York State Department of Labor
- The New York City Department of Environmental Protection

#### 4.1.2.1 US EPA Notification

In general, EPA does not require notification for asbestos projects involving the disturbance of less than 160 square feet or 260 linear feet of Regulated Asbestos Containing Materials. However, if the total of the small and minor projects at the building during the course of the year exceed the 160 square feet or 260 linear feet criteria then a notification is required.

#### 4.1.2.2 NYS DOL Notification

The New York State Department of Labor does not require notification for asbestos projects involving the disturbance of less than 160 square feet or 260 linear feet of Asbestos Containing Materials.

#### 4.1.2.3 NYC DEP Notification

The New York City Department of Environmental Protection must be notified via an ACP-7 form seven calendar days prior to any asbestos project involving the disturbance of more than 10 square feet or 25 linear feet of Asbestos Containing Materials. Projects involving friable and non-friable asbestos materials must be notified.

### 4.1.3 Minor Asbestos Projects

In general, notification is not required for minor asbestos projects involving the abatement of less than 10 square feet or 25 linear feet of asbestos containing materials.

#### 4.1.3.1 US EPA Notification

In general, EPA does not require notification for asbestos projects involving the disturbance of less than 160 square feet or 260 linear feet of Regulated Asbestos Containing Materials. However, if the total of the small and minor projects at the building during the course of the year exceed the 160 square feet or 260 linear feet criteria then a notification is required.

#### 4.1.3.2 NYS DOL Notification

The New York State Department of Labor does not require notification for asbestos projects involving the disturbance of less than 160 square feet or 260 linear feet of Asbestos Containing Materials.

#### 4.1.3.3 NYC DEP Notification

The New York City Department of Environmental Protection will require the filing of an ACP-5 form for asbestos projects involving the disturbance of less than 10 square feet or 25 linear feet of Asbestos Containing Materials. Projects involving friable and non-friable asbestos materials are included.

### 4.1.4 Recordkeeping of Asbestos Notifications

Records of all Asbestos Project Notifications are maintained by the Asbestos Program Manager in the building office indefinitely.

## 4.2 Occupant Asbestos Project Warning Signs

Prior to an asbestos project, the various regulatory agencies require the posting of warning signs prior to the start of an asbestos project. The intent of these signs is to alert building occupants of the asbestos work that will be occurring and keep them away from the asbestos work area. These agencies include

- OSHA
- The New York State Department of Labor
- The New York City Department of Environmental Protection

### 4.2.1 OSHA

OSHA requires that standard asbestos warning signs be posted at all entry points to the work area. The intent is to prevent any accidental entry into the asbestos site. This requirement applies to any size asbestos project.

### 4.2.2 NYS DOL Signage

For all large asbestos projects, the New York State Department of Labor requires asbestos project notification be posted at all entrances to the floor of the project, the floor above and the floor below. Additionally, business occupants of these floors are to receive a written notification as well. For all large projects, the signage must posted 10 calendar days prior to the start of the project. For all small and minor projects, the signage must posted 3 calendar days prior to the start of the project. Projects involving friable and non-friable asbestos materials must be notified. The posting shall include the location of the project, the amount of material being removed, the name and address of the abatement contractor, the name and address of the air monitor for the projects and the starting and ending date for the asbestos project.

### 4.2.3 NYC DEP Notification

The New York City Department of Environmental Protection requires the posting of a NOTICE OF ASBESTOS ABATEMENT be posted at the work site and in all adjacent areas. The title must be in one inch block lettering. The posting shall include the location of the project, the amount of material being removed, the name and address of the abatement contractor, the name and address of the air monitor for the projects and the starting and ending date for the asbestos project in a minimum of ¼ inch lettering. The notification must be posted 7 calendar days prior to any asbestos project. Projects involving friable and non-friable asbestos materials must be notified. Signs must be posted in both English and Spanish.

Additionally, floor plans showing the areas of abatement and the location of the cut-off switch for the air filtration devices must be posted in the lobby of the building. These plans will be posted at the security desk.

### 4.2.4 Verification Of Posting

The Asbestos Program Manager shall verify that the notifications and warning signs have been posted as required prior to the start of any asbestos work. Additionally, he shall verify that the asbestos floor plans have been posted at the security desk. The Asbestos Program Manager will not allow any work to occur if the notifications have not been posted.

## 4.3 Labeling And Warning Signs

### 4.3.1 OSHA Warning Signs

OSHA requires that a warning sign be posted on the entrance to all mechanical areas containing asbestos. The Warning Sign shall contain the amount and location of asbestos in the room and the procedure to be followed to avoid disturbance of these materials. The intent is to prevent accidental disturbance of these materials.

### 4.3.2 OSHA Labeling

OSHA requires that where feasible exposed asbestos have a visible label. The purpose is to provide a point of contact notification to outside contractors to avoid accidental disturbance. Due to quantities, labeling of floor tiles and roofing is not feasible. Exposed accessible pipe insulation has been labeled by the building engineering staff. The Warning Sign shall contain the amount and location of asbestos in the room and the procedure to be followed to avoid disturbance of these materials.

## 5.2 Operation & Maintenance Evaluation

At least every three years, the Operations and Maintenance Plan will be reviewed and updated. Changes in the regulations will be addressed. The entire plan will be evaluated for its effectiveness. Causes of any damage to asbestos containing materials or any releases of asbestos fibers will be evaluated.

Any area where the plan is not keeping with its objective of preventing asbestos releases and preventing asbestos exposure will be identified and corrective measure will be implemented. The evaluation will be performed by Warren Panzer. The implementation will be the responsibility of the Asbestos Program Manager

## 5.3 Peroidic Surviellance

In order to not allow degradation and damage of asbestos containing materials to go un-checked, every six months the condition of accessible asbestos will be evaluated. Warren Panzer will perform the surveillance. All accessible asbestos containing materials will be inspected for signs of damage and conditions that can cause damage like accessibility, vibration and air erosion will be noted. Upon completion, a report will be provided to the Asbestos Program Manager. The report will detail any areas where damage has occurred and provide recommendations for prompt repair of damaged materials. If necessary, specifications will be prepared for the abatement of damaged material by an outside contractor. In accordance with company policy, no repairs of asbestos materials are to be made by building personnel.

If the proposed work will not impact asbestos materials, Warren Panzer, will provide a New York City Department of Environmental Protection ACP-5 form for the project. Upon receipt of the ACP-5 form, the Asbestos Program Manager will complete a Work Authorization Form.

If asbestos will be impacted by the proposed project, procedures for abatement will be initiated. Estimates of potential costs will be developed by Warren Panzer. Warren Panzer will additionally develop possible alternative scenarios to reduce the impact of the project on asbestos containing materials. These estimates will be used to develop a project budget with the tenant or with Building Management Staff depending on the party that is financially responsible for the particular project. If the cost of asbestos abatement is not a deterrent to completion or alternatives do not prove viable, then specifications for the removal of the impacted asbestos will be developed. It is the building's policy to remove all asbestos materials that could possible be impacted by a construction\maintenance project.

After plans and specifications have been developed, pre-selected contractors will be contacted to provide pricing for the work. The abatement project will be awarded to the lowest responsible bidder. After award, if the project involves more than a demimus quantity of asbestos, the completion of a New York City Department of Environmental Protection ACP-7 form will be necessary to file the project. Additionally, notification forms for the EPA and NYS DOL may need to be completed. The notification requirement for these agencies is detailed in section 4.1 of the Plan. All of these notification forms will require review by the Asbestos Program Manager and Warren Panzer.

After the asbestos has been removed in accordance with all applicable rules and regulations, the ACP-7 maybe closed out by the Contractor. Upon close-out of the form with the DEP, the DEP will issue an ACP-15 to the air monitoring technician on the project for completion. After completion, the ACP-15 is returned to the DEP for review and processing. If all paperwork is acceptable, the DEP will close the project and issue an ACP-21. An ACP-21 is a form indicating that all asbestos impacted by that part of the work has been removed and the NYC Department of Buildings may issue construction permits. Upon receipt of the ACP-21 form, the Asbestos Program Manager will complete a Work Authorization Form. A blank Project Request Form is found below:

## 6.2 Work Authorization Form

After an ACP-5 or ACP-21 has been completed, the Asbestos Program Manager shall complete a Work Authorization Form. The function of the Work Authorization Form is two fold.

1. Provide a gatekeeper function. No construction work or maintenance activities may occur unless a signed Work Authorization Form is onsite. Outside contractors may not enter the building unless a Work Authorization Form is presented. Maintenance staff may not perform work in areas where asbestos containing materials are present unless a Work Authorization Form has been issued.

2. Detail the procedures that must be in-place to allow work to proceed in areas where asbestos materials exists, but are not intended to be disturbed by the Construction\Maintenance Work. In such instances, the form will contain some of the following information:

   - Location of Asbestos Containing Materials
   - Work Practices to be Used
   - Work Area Isolation Measures
   - Personnel Protective Equipment to Be Used
   - Respiratory Protection To Be Used
   - Training and Experience of Individuals performing the Work
   - Frequency of Inspections
   - Project start and completion dates for the project
   - Notification Required For Employees and Business Occupants
   - Clearance Criteria
   - Any other pertinent Information

A blank Work Authorization Form is found below:

## 6.3 Evaluation Of Project Request Form

Upon completion of any work impacting asbestos containing materials, an Evaluation of Work Affecting Asbestos-Containing Materials Form will be completed. The purpose of this form is to detail the effectiveness of all measures but in-place to limit the release of asbestos fibers. A review of all evaluation forms is performed annually by the Asbestos Program Manager and Warren Panzer. The findings of the review will form the basis for modification of this Operations and Maintenance Program. A blank evaluation form is found below:

## 7.2 Fiber Release Episodes

A fiber release episode is the falling or dislodging of asbestos containing material. I most cases, the asbestos containing will have become friable as a result of bein dislodged or falling. As a result, these situations should be dealt with the utmo caution

In the event of a fiber release episode, the following procedures must be followe

1. Restrict entry into the area and post signs to prevent entry into the area b persons other than those necessary to perform the response action.

2. Shut off or temporarily modify the air-handling system to prevent th distribution of fibers to other areas in the building.

3. Notify the Asbestos Program Manager.

4. The Asbestos Program Manger shall notify Warren Panzer and one of th pre-approved Asbestos Abatement contractors.

5. If the area affected is greater than 10 square feet an emergency notificatio of the NYC DEP will be necessary.

6 Seal the area. Construct a tent of six mil polyethylene sheeting around th area. For larger areas, full containment may be necessary.

7. Install negative pressure ventilation units

8. Wear properly fitted respiratory protection and protective clothing.

9. Thoroughly saturate the debris using wet methods.

10. Remove All Fallen Pieces of Asbestos Material

11. Removal All Residual Dust Using a HEPA Filtered Vacuum.

12. Place All Asbestos Debris in a Sealed, Leak-tight Container. Place Labels o Containers indicates ACM Waste. Use EPA Labels. Dispose of Properly

13. Remove All Additional Asbestos Material that has Lost Its Integrity.

14. Repair Damaged Material to Remain.

15. Dispose all contaminated carpets.

16. HEPA vacuum or wet clean all floors and surfaces.

17. Complete Recordkeeping Forms Concerning the Fiber Release Episode (location, material, quantity, response action, and date). Provide the Information to the Asbestos Program Manager.

## 7.3 Custodial Practices

In all areas where friable ACM exists in accessible locations, normal daily cleaning procedures will be altered to avoid airborne asbestos. Sweeping and dry mopping will not be allowed in areas with accessible ACM. Wet-wiping and HEPA-vacuuming shall be performed instead. Cleaning supplies that may become contaminated shall be disposable. Work plans for work by in-house staff are included in this manual. The work plans comprise an approved strategy and series of steps when working with or near ACM. For non-friable materials, e.g. vinyl floor tile, the appropriate work plan procedures shall be followed.

All areas of the building require cleaning on a regular basis. In areas where asbestos containing materials exist, asbestos particles may have been released from the Asbestos Materials during normal use of the area. These asbestos fibers might become airborne during cleaning activities. Cleaning procedures needed to be modified to permit removal asbestos fibers without rendering them airborne.

The following procedures should be followed for cleaning floors in areas where asbestos containing materials are present. :

1. Steam clean or HEPA vacuum all carpeting in the area.

2. HEPA vacuum or wet-clean all other floors and all other horizontal surfaces. This would include books, furniture, windowsills, shelves, etc.

3. Dispose of all debris, filters, mop heads, and cloths in sealed, leak-tight containers labeled as asbestos waste.

4. Notify the Asbestos Program Manager upon completion of each cleaning in areas where friable asbestos materials are present.

## 7.4 Maintenance Practices

During routine maintenance activities, special care should be taken when working near asbestos-containing materials. All activities in areas where asbestos materials are present should be carefully evaluated to ensure that asbestos containing materials are not disturbed. Whenever maintenance activities have a significant potential to disturb asbestos, the following guidelines should be adhered to in order to minimize the risk of exposure.

The nature and extent of any special work practices for custodial, maintenance, and construction staff should reflect the likelihood that ACM will be disturbed and that fibers will be released. Maintenance activities can be divided into three categories with regard to their potential for disturbing ACM.

1. Those which are unlikely to involve any direct disturbance of ACM; for example, cleaning shelves or counter tops with a damp cloth.

2. Those which may cause accidental disturbance of ACM; for example, working on a fixture near a ceiling with asbestos-containing fireproofing insulation. For such operations, the following procedures should be followed:

   i. Schedule activities after most occupants have left the building.

   ii. Restrict entry into the area where the work will take place.

   iii. Shut off or temporarily modify the air handling system.

   iv. Use work practices such as wet methods, respiratory protection, protective clothing, HEPA vacuums, mini enclosures, glove bags, etc. to inhibit the release of asbestos fibers.

3. Those which involve intentional disturbance of ACM; for example, removing a small segment of asbestos-containing thermal system insulation to repair a leaking pipeline. For such activities, an asbestos abatement contractor will be required.

| Summary of When to Apply Key Maintenance Work Practices | | | |
|---|---|---|---|
| Likelihood of ACM Disturbance | | | |
| Contact Unlikely | | Accidental Disturbance Possible | Disturbance Intended or Likely |
| | | | |
| **Management Responsibilities** | | | |
| Need Pre-Work Approval from APM | Review by Program Manager | Yes | Yes- Asbestos Abatement Contractor Required |
| Special Scheduling or Access Control | No | Yes | Yes |
| Supervision Needed | No | Initial, at least | Yes |
| HVAC System Modification | None | As Needed | Shut Down |
| Area Containment | None | Drop Cloths, Mini-enclosures | Yes |
| | | | |
| **Personal Protection** | | | |
| Respiratory Protection | Available for Use | Yes | Yes |
| Protective Clothing | None | Review by APM | Yes |
| | | | |
| **Work Practices** | | | |
| Use of Wet Methods | No | As Needed | Yes |
| Use of HEPA Vacuum | Available for Use | Available for Use | As Needed |

## 7.5 Prohibited Practices

Below are basic maintenance procedures that are prohibited in areas where asbestos materials are present due the potential to spread asbestos fibers:

- Dry Sweeping - Use wet methods
- High Pressure Water Sprays
- Sanding
- Sawing
- Drilling
- Regular Vacuums- Vacuums must contain HEPA filters
- Portable power tools equipped without special local ventilation attachments.

iv. Replace tiles with non-asbestos tiles.

PIPE INSULATION, FITTINGS, BREACHING, BOILER, WATER TANK, ETC. INSULATION (HARD/BLOCK), PLASTER, CEMENT, SHEETROCK:

i. Apply encapsulant.

ii. Wrap damaged area with lag cloth or duct tape or apply non-asbestos containing spackling compound or plaster patch.

iii. Reapply encapsulant to outside of the repaired surface.

If in doubt about the possibility of disturbing ACM during maintenance activities, adequate precautions should be taken to prevent or minimize and contain fiber release; these will protect workers and other building occupants.

## 8.0 RECORDKEEPING

All current documentation related to the asbestos Operations and Maintenance Program are kept in a separate file cabinet in the Building Management Office. Access shall not be granted without the permission of the Asbestos Program Manager. This approach should in no way be considered as a means to deny information, but solely to assure that these important documents remain on file and available to all. All documentation shall be maintained indefinitely. The records to maintained include the following:

- For each person receiving training, a record of the person's name and job title, the date that training was completed by that person, the location of the training, and the number of hours completed in such training.
- For each time that periodic surveillance is performed, a record of the name of each person performing the surveillance, the date of the surveillance, and any changes in the condition of the materials.
- For every inspection performed, a copy of the inspection report, the sample results and a copy of the ACP-5 if one was issued.
- For every project purposed, a copy of the Project Request Form and Work Authorization Form.
- For each time that other O&M activities are performed, a record of the name of each person performing the activity, the start and completion dates of the activity, the locations where such activities occurred, a description of the activity including preventative measures used, and if ACM is removed, the name and location of storage or disposal site of the ACM.
- For every abatement activity, individual files including the plans and specifications, the scope of work, an outline of procedures, project notifications, waste manifest, air monitoring data, and the project log book.
- For each fiber release episode, record the date and location of the episode, the method of repair, preventative measures taken, the name of each person performing work, and the name and location of the ACM disposal site.

cost to the designated employees and shall designated the Asbestos Program Manager as the respiratory protection program administrator. The Asbestos Program Manager has designed Warren Panzer to administer or oversee the respiratory protection program and conduct the required evaluations of program effectiveness.

Some maintenance tasks may require the use of respirators. OSHA regulations require the use of respirators whenever workers are exposed, or likely to be exposed, to fiber levels above OSHA's Permissible Exposure Limit.

Do not use single use, disposable paper dust masks when dealing with asbestos.

Respiratory protection options include:

- A half face piece, negative pressure, air-purifying respirator with replaceable high-efficiency filters
- A full face piece, negative pressure, air-purifying respirator with replaceable high-efficiency filters
- A full-face piece powered air purifying respirator (PAPR) with replaceable high-efficiency filters. This has a battery powered pump which assists breathing and provides positive pressure in the face piece.
- A full-face piece Air Supplied respirator operated in continuous flow mode.
- A full-face piece Air Supplied respirator operated in Positive Pressure Demand Mode.

## 9.2 Medical Surveillance

OSHA (29 CFR 1926.58) requires employers whose employees wear respirators to establish a Medical Surveillance Program. The purpose of the Medical Surveillance Program is to establish an employee's fitness to wear a respirator and any physical effects resulting from working with asbestos.

The annual program must include:

- OSHA medical questionnaires (questionnaires differ for initial and periodic examinations)
- Physical examination (emphasizing cardiopulmonary and gastrointestinal systems)
- Pulmonary Function Tests (Forced Exhalatory Volume, FEV, and Forced Vital Capacity, FVC)
- Initial and periodic chest X-ray (frequency of the chest X-ray varies with the individual's age and number of years since initial exposure)

The examining physician's report must include:

- A written opinion whether or not any medical condition has been detected that would place the employee at increased risk of health impairment from exposure to asbestos.
- Recommended limitations, if any, for the employee regarding the use of personal protective equipment.
- A statement that the employee has been informed of the results of the examination and of the conditions that may result from asbestos exposure.

# APPENDIX A

## SUMMARY OF ASBESTOS SURVEYS

| Floor Number | Date | Description | Materials Sampled | ASBESTOS |
|---|---|---|---|---|
| 1st | 6/20/05 | Northwest Vacant Space | Wall plaster<br>Yellow wall glue<br>Leveling compound<br>Light concrete<br>Cove base w/mastic | NO |
| 1st | 9/5/06 | 1st floor | Terrazzo floor panel<br>Window caulks ext. | NO |
| 1st | 8/6/07 | CITI Bank Area | 1x1 ceiling tile & mastic<br>Wall plaster<br>Carpet mastic<br>Sheetrock w/joint compound<br>Fiberglass pipe wrap<br>Carpet baseboard mastic | NO |
| **1st** | **10/16/08** | **North West Office** | **Panel above window** | **YES** |
| 1st | 10/16/08 | North West Office | Insulation behind panel | NO |
| 2nd floor | 8/31/06 | Hallway | 12x12 gray floor tile w/mastic (top layer)<br>Gray cove base w/mastic<br>2x2 ceiling tile<br>Cementitious material on duct | NO |
| **2nd floor** | **8/31/06** | **Hallway** | **Beige floor tile (bottom layer)** | **YES** |
| 2nd | 8/31/06 | Hallway, suite 222 & 250 | Wall plaster<br>2x2 ceiling tile | NO |
| 2nd | 8/31/06 | Suites 222 & 250 | Sheetrock w/joint compound | NO |
| **2nd** | **8/31/06** | **Suite 250** | **Pipe insulation** | **YES** |
| 2nd | 8/31/06 | Suite 250 | Carpet yellow mastic<br>12x12 gray floor tile w/mastic<br>Beige cove base w/mastic | NO |
| 2nd | 8/31/06 | Suite 222 | 12x12 blue floor tile w/mastic<br>Gray cove base w/mastic | NO |

| Floor Number | Date | Description | Materials Sampled | ASBESTOS |
|---|---|---|---|---|
| 6th | 8/29/06 | Mechanical/storage room/hallway | Wall plaster<br>Gray cove base w/mastic | NO |
| 6th | 8/31/06 | Suites 602, 605 | 12x12 beige floor tile w/mastic<br>Brown cove base w/mastic<br>12x12 gray floor tile w/mastic | NO |
| **6th** | **8/31/06** | **Eng. Storage room** | **9x9 gray floor tile** | **YES** |
| 6th | 8/31/06 | Eng. Storage room | Mastic of gray floor tile | NO |
| 6th | 9/21/09 | Consulate General of Chile | Sheetrock w/joint compound<br>2x2 ceiling tile<br>12x12 floor tile w/mastic<br>Brown cove base w/mastic<br>Black mastic under carpet | NO |
| 7th | 7/11/06 | East & West Mechanical Rooms | Cinderblock mortar<br>Duct caulk at joint<br>Joint insulation of fiberglass pipe | NO |
| **Roof** | | **Roof** | **Roofing materials** | **Assumed ACM** |

# APPEDIX B

## RESPIRATORY PROTECTION PROGRAM

866 UN Plaza

# Asbestos Respiratory Protection Program

**1.0** OSHA Requirements

The Respiratory Protection Program is designed to fulfill all the requirements of the Occupational Safety and Health Administration OSHA as set forth in the Code of Federal Regulations under **29CFR 1910.134** and **29CFR 1926.1101** The Permissible Exposure Limit is 0.1 fibers per cubic centimeter.

**1.1** Establishment of Authority

The Respiratory Protection Program shall be implemented by the Asbestos Program Manager who shall be responsible for the operation of the program and shall monitor work practices to ensure adherence to the requirements of this program.

**1.2** Requirements of Use of Respirators

All personnel working within the asbestos work area(s) will be required to wear personal protective clothing and respiratory protection.

**2.0** Responsibility of Employees

The Asbestos Program Manager shall be responsible for assuring that all employees adhere to the requirements of this program. Each employee is obligated to wear the respirator and personal protective equipment assigned to them in order to protect themselves during their work.

**2.1** Work Supervisors

Vornado Realty Trust shall be responsible that those individuals in their charge are complying with the rules governing the use of respiratory protective devices. Supervisors are responsible for enforcing the respiratory protection policy, and insuring all employees are complying with the policy.

**2.2** Employee Responsibility

Employees are responsible for complying with all safety procedures and regulations applicable to their job task as per their training. Employees shall inform the Asbestos Program Manager of actual or potentially hazardous conditions that may exist, so that they can be avoided and/or corrected.

**2.3** Site Visitors

All persons not involved directly with the abatement project are considered visitors. All visitors shall be required to adhere to the same procedures and OSHA regulations as stated herein governing contractors and employees.

4. When Odors come from the contaminated area.
   a. Remove yourself from the contaminated area.
   b. Check for positive and negative fit tests as described in positive pressure test and negative pressure test.
   c. If seal is good, then cartridges need to be replaced.
      Replace as described in preparations for use.
   d. If breathing resistance becomes excessive, replace cartridges as described in preparations for use.

5. Cleaning and Sanitizing
   a. The face piece shall be cleaned and sanitized after each use.
   b. Each person is expected to clean and sanitize his own respirator, except as otherwise specified by the supervisor.
   c. The cartridges should be removed before cleaning and sanitizing.
      Filter-type - dispose of filters after cleaning respirator.
   d. Cleaning and sanitizing using MSA Cleaner Sanitizer or equivalent.
      1. Make a solution using the instructions on the cleaner/sanitizer carton.
      2. Immerse soiled equipment and scrub with a soft brush until clean.
      3. Rinse in clear water (maximum 120'F).
      4. Air dry.

6. Storage
   a. Store in clean ziplock bag.
   b. The respirator should be kept with you at all times.

7. Maintenance
   a. When the respirator shows evidence of failure, Do Not Use, it should be repairec immediately with the proper part or discarded. Spare respirators will be available the work site.
   b. Any malfunctioning respirator or one showing excessive wear shall be reported to the person in charge.

8. Cautions (for air purifying respirators)
   a. Cartridges for the proper type of contaminate(s).
   b. The oxygen is sufficient to support life; i.e. at least 19.5% oxygen.
   c. The mask does not leak.
   d. Cartridges do not need replacing.

9. Warnings (for air purifying respirators)
   a. These respirators do not supply oxygen.
   b. Do not use when concentrations of contaminants are totally unknown or immediately dangerous to life.
   c. Leave immediately if:
      1. Breathing becomes difficult
      2. Dizziness or other distress occurs
      3. You taste or smell the contaminate
   d Never alter or modify the equipment.

**OSHA** RESPIRATORY PROTECTION CHART for **ASBESTOS**

| | | |
|---|---|---|
| Not in excess of 1 f/cc | 1. | Half-mask, air-purifying respirator equipped with high efficiency filters. |
| Not in excess of 5 f/cc | 2. | Full facepiece air-purifying respirator equipped with high efficiency filters. |
| Not in excess of 10 f/cc | 3. | Any powered air-purifying respirator equipped with high efficiency filters *or* any supplied air respirator operated in continuous flow mode. |
| Not in excess of 100 f/cc | 4. | Full facepiece supplied air respirator operated in pressure demand mode. |
| Greater than 100 f/cc | 5. | Full facepiece supplied air respirator operated in pressure demand mode equipped with an auxiliary positive pressure self-contained breathing apparatus. |

**4.1** Surveillance of Work Area / Employee Exposure

The respirators shall be selected on the basis of hazards to which the worker is exposed and the user shall be instructed and trained in the proper use of respirators should be assigned to individual workers for their exclusive use. Respirators shall be regularly cleaned and disinfected. Those issued for the exclusive use of one worker should be cleaned after each day's use, or more often if necessary. Those used by more than one worker shall be thoroughly cleaned and disinfected after each use.

Respirators shall be stored in a convenient, clean and sanitary location. The respirators that are used routinely shall be inspected during cleaning. Worn or deteriorated parts shall be replaced. Respirators for emergency use such as self-contained devices shall be thoroughly inspected at least once a month while in storage, and after each use.

Appropriate surveillance of work area conditions and degree of employee exposure or stress shall be maintained.

Persons should not be assigned to tasks requiring use of respirators unless it has been determined that they are physically able to perform the work and use of equipment. The local physician shall determine what health and physical conditions are pertinent. The respirator user's medical status should be reviewed periodically.

Approved or accepted respirators shall be used when they are available. The respirator furnished shall provide adequate respiratory protection against the particular hazard for which it is designed in accordance with standards established by competent authorities. All respirators will be NIOSH approved.

**5.8** Equipment

Both ends are broken on ventilation smoke tube. One end is inserted into the tube connected to the positive pressure end of a two-way respirator bulb and the other end covered by a 1" to 2" length of Tygon, surgical or rubber tubing. The test aerosol is generated by squeezing the aspirator bulb.

**5.9** Preparation

The test subject will don the respirator and a visual inspection of the facepiece-to-seal is made by the tester. An obvious leak in the facepiece-to-face seal shall be reason to abort the test and record that mask as unsatisfactory. Expression of discomfort created by the mask will also be reason to abort the test. A sealing test / fit check will be performed.

**5.10** Procedure

The smoke will be generated and directed around the entire sealing surface of the mask. The tube will be held no closer than 3" nor farther than 6 " from the sealing surface. The test subject will be instructed to breathe shallowly during initial test around surface and normally thereafter if no leakage is detected. If a half-mask is being tested, the subject shall be instructed to close his eyes for the duration of the test. The test shall be performed first with the test subject sedentary, then with the subject performing head and face movements (ex. talking, moving head side, and up and down). Leakage at any time shall be cause to terminate the test. Fit testing for negative pressure respirators will be performed at a minimum once per year.

**5.11** Decision

Any indication of detection of the smoke by the test subject during fitting indicates a failure of that respirator. If leakage is detected, the subject shall be removed from the test atmosphere and the facepiece-to-face seal visually inspected for obvious leakage. If any doubt about the condition of the respirator or the filter exists, another like respirator shall be tested to assure the leakage was due to face seal.

**7.7** Storage

After cleaning, each respirator shall be stored in a clean plastic bag in a sanitary location away from sunlight and temperature extremes. Bagged respirators shall be stored on hooks or shelves in such a way that no deformation of critical parts can occur.

**7.9** Replacement and Repair

All replacement parts must be compatible components manufactured by the respirator manufacturer. Use of non-specified parts will invalidate the NIOSH approval.

**7.10** Cleaning and Sanitizing of Respirators

1. Unscrew and discard contaminated cartridges.
2. Twist and remove headstraps.
3. Remove exhalation valve guard and gently remove black exhalation valve (remove by pushing from inside of facepiece and gently pulling on steam from the outside)
4. Pop out exhalation valve seal.
5. Holding respirator, push in the threaded facepiece connector on both sides of the respirator.
6. Gently pull off inhalation valve on the threaded facepiece connector.
7. With soft brush, immerse respirator carcass in warm/water (not to exceed 120'F) with an approved cleaner / sanitizer. Gently scrub and rinse in clear cool water.
8. Gently scrub and rinse all straps, valves and seals.
9. Let air dry.
10. Reassemble in reverse order of disassembly. (Note: Replace any broken, missing or distorted parts.)
11. Before using again, Field Fit Test respirator to assure proper and safe usage. (See Respirator Protection Program for instructions of proper Field Fit Testing).

Any air-line respirators used must be approved by NIOSH. This agency approves each air-line respirator as an entire unit, including the facepiece, regulator, and the airline. No unapproved respirators may be used at any time. The maximum airline length for any approved respirator may not exceed 300 feet. The maximum inlet pressure at the mask cannot exceed 125 psi. It is understood that any alteration of the respirator or its subassemblies void the approval.

**9.5** Air-Supplied (Type C) Respirators

The use of air-supplied respirators may be necessary on occasion during the decontamination project when it is determined that other means of protection are inadequate. This determination shall be made by Warren and Panzer Engineers. Users of this type of device shall be provided a special training session on its use and the differences of these units from the air-purifying type.

The source of air for any air-supplied respirator will be appropriately selected from a non-contaminated source and delivered by either an air compressor or air pump to the user(s). The quality of the air shall meet at least the requirements of the specification for Grade D breathing air as described by the Compressed Gas Association G-7.1-1966.

**9.6** Other Respirators

There may be occasional work situation in which tasks cannot be performed while using a full-face, powered air purifying respirator. Each of these situations will be reviewed by Warren & Panzer Engineers and approval obtained before relaxation of the general requirement for full-face units is made. The specific topics of eye protection and dermal protection must be addressed in addition to respirator protection.

All respirators must be NIOSH approved.

The protection exposure level shall be at a minimum, in guideline with the OSHA standards for employee protection and exposure levels. For each type respirator, all employees shall be made aware of the requirements to adhere to all protection procedures.

**10.0** Certification by Occupational Physician

A physical examination, including a pulmonary function test, shall be performed on each prospective respirator user by the Occupational Physician. In addition, the physician will also use medical criteria to ensure that the wearing of a respirator will not produce undue strain and place the individual at risk. Persons unable to work for extended periods of time using a respirator shall be deemed ineligible for work inside the building.

Medical Status - A respirator user's medical status will be reviewed annually.

**11.0** Respirator of Choice

Standard procedures for respirator selection shall be developed. A decision will be made to use either full-face style respirators of the powered-air purifying type or half-face negative pressure respirators (with goggles) depending on the exposure assessment made for the project work. This decision will be based upon a recognized need to give protection to the face and eyes of the workers. This decision will be based upon exposure levels, which are obtained by air monitoring in the specified areas.

**11.1** Storage of Grade D Air

The air exiting the purification unit meet the Grade D requirements already discussed. If a high pressure system (greater than about 200 psi) is used, the purified air may go directly into a high pressure storage tank or reservoir. A high pressure air line (usually a stainless steel, 1/4 to 1/2 inch line) is run into the work area to a manifold and regulator. At this point, the regulator reduces the pressure to under 125 psi for service to the workers through low pressure air lines.

If a low pressure system (less than 200 psi) is used, the purified air will usually be fed directly to a manifold in the work area via a low pressure (high volume) air line. At the manifold, several air lines.

If a low pressure system (less than 200 psi) is used, the purified air will usually be fed directly to a manifold in the work area via a low pressure (high pressure) air line. At the manifold, several air lines will run to the individual workers. To store air in the he event of compressor shuts off, the check valve should open to provide air from a series of bottles (high pressure) containing Grade D breathing air. The volume of air to provide adequate escape time will depend on the number of employees and time needed to evacuate the work area in an orderly manner. A reservoir of air for this purpose is required by OSHA.

**11.2** Delivery of Grade D Air

Once the air has been compressed, purified, and an adequate reserve available for emergencies, it is ready for delivery to the asbestos abatement workers. Usually, large airlines from outside the work area are used to feed manifolds in the work area. Each manifold can usually accommodate 2-6 airlines. In this way, short airlines (about 50 feet) can be used, reducing the amount to be pulled about by the worker or tripped over by others. Each airline connects to a belt-mounted regulator, which permits flow into the mask.

The amount of air actually needed, will depend on many factors including the type of respirator, number of workers, and auxiliary equipment. Constant flow, tight-fitting masks must be supplied with a minimum of 4 cubic feet of air per minute. Hood-type respirators must be provided with 6 CFM at a minimum. For each of these types of masks, the maximum recommended flow rate is 15 CFM. It should be noted that the use of vortex air cooling devices will require additional air flow according to the specifications of the vortex unit chosen.

Full face powered air purifying respirators must supply 6 cubic feet per minute of purified air into the face mask.

# APPENDIX C

# TRAINING DOCUMENTATION

# APPENDIX D

# GLOSSARY OF TERMS

## APPENDIX D GLOSSARY OF TERMS

1. **Abatement:** Procedures to control fiber release from asbestos material. This includes removal, encapsulation, enclosure, repair, disturbance of friable asbestos or any handling of asbestos material that may result in the release of asbestos fiber.

2. **ACM:** Asbestos Containing Material, material containing any asbestos.

3. **ACBM:** Asbestos Containing Building Material, any surfacing ACM, thermal system insulation (TSI) ACM, or miscellaneous ACM that is found in or on interior structural members or other parts of a building.

4. **ACBM Condition:** **Good:** No visible damage or deterioration, or showing only very limited damage or deterioration.

   **Damaged:** Physical injury or deterioration such that the internal structure of the material is inadequate, material which has delaminated such that its bond to the substrate is inadequate, or which lacks fiber cohesion or adhesion properties for any other reason. Thermal system insulation (TSI) is considered damaged when it is lacking part or all of its covering. Such damage may be shown by the separation of ACM into layers; flaking, blistering, or crumbling; water damage or stains; scrapes, mars or gouges; exposed TSI beneath its covering.

   **Significantly Damaged:** Damage that is extensive and severe.

5. **Action Level:** An airborne concentration of asbestos of 0.1 fibers per cubic centimeter of air calculated as an 8 hour TWA (Time Weighted Average).

6. **AHERA:** The Asbestos Hazard Emergency Response Act. Signed into law on October 22, 1986 by former President Ronald Reagan. It required schools to identify asbestos containing materials in buildings, institute programs aimed at minimizing the risk of asbestos exposure in those buildings, and re-inspect those materials at least every three years.

7. **Amosite:** (Brown Asbestos) an asbestiform mineral of the amphibole group. It is the second most commonly used form of asbestos used in the U.S.

8. **Asbestos:** A naturally occurring fibrous incombustible mineral that is known to be carcinogenic when inhaled or ingested.

9. **Assessment:** Evaluation of the physical condition and potential for damage of all

friable ACBM and asbestos-containing thermal system insulation. AHERA requires classification of each ACBM assessed into one of seven categories based on material type and damage/potential for damage.

10. **Bulk Sample:** A small portion of a suspect asbestos containing building material collected by the inspector for laboratory analysis to determine asbestos content.

11. **Chrysotile:** (White Asbestos) the only asbestiform mineral of the serpentine group. It is the most common form of asbestos used in buildings.

12. **Contractor:** A public authority or any other governmental agency or instrumentality thereof, self employed person, company, unincorporated association, firm, partnership or corporation and any owner or operator thereof, which engages in an asbestos project or employs persons engaged in any phase of an asbestos project.

13. **Encapsulant:** A liquid material which can be applied to asbestos material and which prevents the release of asbestos fibers from the material either by creating a membrane over the surface (bridging encapsulant) or by penetrating into the material and binding its components together (penetrating encapsulant).

14. **Encapsulation:** The treatment of ACBM with a material that surrounds or embeds asbestos fibers in an adhesive matrix to prevent the release of fibers. Two common types of encapsulants are bridging (surface binding) and penetrating.

15. **Enclosure:** An airtight, impermeable, permanent barrier around ACBM to prevent the release of fibers.

16. **EPA:** The United States Environmental Protection Agency, Region II, Air and Hazardous Material Division. As of 1995, located at 26 Federal Plaza, New York, N.Y. 10278.

17. **Fiber Release Episode:** Any uncontrolled or unintentional disturbance of ACBM resulting in a visible emission of fibers.

18. **Friable:** A material which when dry may be crumbled, pulverized, or reduced to a powder by hand pressure.

19. **Functional Space:** Room or group of rooms, or homogenous area.

20. **HEPA:** High-Efficiency Particulate Air, a filtering system capable of trapping at least 99.97% of all particles greater than 0.000003 meters in diameter (i.e. capable of filtering asbestos fibers).

21. **Homogeneous Area:** An area of surfacing material, thermal system insulation material, or miscellaneous material that is uniform in color and texture.

22. **Inspector:** Any person who performs the limited tasks involved in the survey, identification, and assessment of the condition of asbestos and asbestos material and the recording and reporting thereof, or who is involved in the collection of bulk samples of asbestos material or suspected asbestos material for laboratory analysis.

23. **LEA:** Local Education Agency, the governing authority of a school.

24. **Management Plan:** A document that describes all activities planned and undertaken to comply with all regulations, such as building inspections to identify asbestos containing materials, response actions, and operations and maintenance programs to minimize the risk of exposure to asbestos.

25. **Management Planner:** Any person who assesses the hazard posed by the presence of asbestos or asbestos containing material and/or who recommends appropriate response actions and a schedule for such response actions.

26. **Miscellaneous Material:** Interior building material on structural components or fixtures such as floor or ceiling tiles.

27. **NESHAP:** The National Emission Standards for Hazardous Air Pollutants, EPA rules under the Clean Air Act.

28. **NYSDOL:** The New York State Department of Labor.

29. **OSHA:** The Occupational Safety and Health Administration. As of 1990, located at 200 Constitution Avenue, N.W., Washington, D.C. 20210.

30. **O&M:** Operations and Maintenance Program, a program of proper work practices to maintain ACBM in good condition, ensure cleanup of asbestos fibers previously released, and prevent further release.

31. **Periodic Surveillance:** A visual examination for any change in material condition of ACBM and assumed ACBM in a building.

32. **Personal Protective Equipment:** Clothing, head gear, eye protection, footwear and gloves as required.

33. **PLM:** Polarized Light Microscopy.

34. **QTEM:** Quantitative Transmission Electron Microscopy.

35. **Re-inspection:** The re-examination, by an accredited inspector, of a building for which an original inspection was previously performed, including a re-evaluation and response action recommendations by an accredited management planner.

36. **Removal:** The taking out or stripping of ACBM from a functional space or substrate.

37. **Repair:** A corrective action using specified work practices to return damaged ACBM to an undamaged condition to prevent fiber release.

38. **Response Action:** Methods including removal, encapsulation, enclosure, repair, and operations and maintenance that protects human health and the environment from friable ACBM.

39. **Restricted Handler:** Any person performing any limited or special tasks in preparation for or ancillary to an asbestos project, such as a carpenter, electrician, plumber, or similar occupation, or any other person who may incidentally disturb asbestos during the course of any employment.

40. **Space I.D.:** Number assigned to a room or space during the original inspection.

41. **Surfacing Material:** A material that is sprayed-on, toweled-on, or otherwise applied to surfaces (e.g. acoustical plaster or fireproofing materials on structural members).

42. **Suspect Material:** Building material suspected to contain asbestos because of past practices in its manufacture and use.

43. **Thermal System Insulation (TSI)**: Material applied to pipes, fittings, boilers, breeching, tanks, ducts, etc., generally to prevent heat loss or gain.

# APPENDIX E

# REGULATORY AGENCIES

| | |
|---|---|
| Title 6 Part 360 | Waste Management Facilities |

**New York State Department of Labor (NYS DOL)**

Regulates asbestos abatement, contractor licensing, and licensing of individuals

| | |
|---|---|
| Part 56 Title 12 | Asbestos Industrial Code Rule (Appendix I incorporates Applicable Variances) |
| Labor Law Chapter 520 Art. 30 | Asbestos or Products Containing Asbestos; Licensing. |

**New York State Department of Health (NYS DOH)**

Regulates training requirements. Also establishes laboratory accreditation and sample analysis protocol. Also administers the State Right-to-Know program.

| | |
|---|---|
| Title 10 Article 30 Part 73 Ch. 11 | Asbestos Safety Training Program Requirements |
| Title 10 Article 502 Parts 55.2 & 55.3 | Laboratory Accreditation Requirements |

CERTIFI

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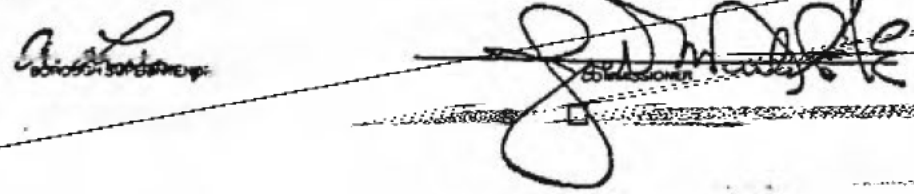

# Reciprocal Agreement
*among*
**THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES,**
**ALCOA PLAZA ASSOCIATES,**
**ANTHONY J. FARANDA,**
**860 WEST TOWER, INC.,**
**ROBERT ERICKSON**
**AND**
**870 EAST TOWER, INC.,**
**Dated: November 4, 1966**

# APPENDIX G
## Permits, Licenses, & Approvals

NYC Buildings

NYC

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NYC Department of Buildings

## Job Overview



Premises: 860 UNITED NATIONS PLAZA MANHATTAN BIN: 1040072 Block: 1360 Lot: 1

To start overview at new date, select Month: Day: Year:

Show All BIS Job Types | Hide Subsequent Filings / PAAs | APPLY

| FILE DATE | JOB # | DOC # | JOB TYPE | JOB STATUS | STATUS DATE | LIC # | APPLICANT | IN AUDIT | ZONING APPROVAL |
|---|---|---|---|---|---|---|---|---|---|
| 06/25/1990 | 100066848 | 01 | A2 | R PERMIT-ENTIRE | 07/03/1990 | 0051094 PE | KATZ | | NOT APPLICABLE |
| | MECHANICAL CHANGES TO PART OF THE 3RD FL AS INDICATED ON DRAWINGS. NO<br>Work on Floor(s): 003 | | | | | | | | |
| 08/01/1990 | 100084221 | 01 | A2 | X SIGNED OFF | 03/06/1991 | 0051094 PE | KATZ | | NOT APPLICABLE |
| | MECHANICAL CHANGES TO PART OF THE 3RD FLOOR AS INDICATED ON DRAWINGS.<br>Work on Floor(s): 3 | | | | | | | | |
| 08/02/1990 | 100084926 | 01 | A2 | X SIGNED OFF | 03/06/1991 | 0051094 PE | KATZ | | NOT APPLICABLE |
| | MECHANICAL CHANGES TO PART OF THE 3RD FL AS INDICATED ON DRAWINGS. NO<br>Work on Floor(s): 3 | | | | | | | | |
| 04/30/1991 | 100247047 | 01 | A2 | X SIGNED OFF | 08/20/1992 | 0051416 PE | FEINBERG | | NOT APPLICABLE |
| | MECHANICAL & PLUMBING CHANGES ON THE 2ND & 3RD FLS. AS INDICATED ON<br>Work on Floor(s): 2ND,3RD | | | | | | | | |
| 07/01/1991 | 100269674 | 01 | A2 | X SIGNED OFF | 01/31/1992 | 0051094 PE | KATZ | | NOT APPLICABLE |
| | MECH CHANGES ON PT OF THE 3RD FL. AS IND ICATED ON DRAWINGS. NO CHANGE<br>Work on Floor(s): 003 | | | | | | | | |
| 08/12/1991 | 100288323 | 01 | A2 | X SIGNED OFF | 02/25/1992 | 0051094 PE | KATZ | | NOT APPLICABLE |
| | MECHANICALL CHANGES ON PART OF THE 3RD FLOOR AS INDICATED ON DRAWINGS.<br>Work on Floor(s): 3 | | | | | | | | |
| 02/21/1992 | 100377824 | 01 | A2 | X SIGNED OFF | 10/14/1992 | 0049866 PE | MARCUS | | NOT APPLICABLE |
| | PARTITION CHANGES ON PART OF THE 2ND FL AS INDICATED ON DRAWINGS.NO CHAN<br>Work on Floor(s): 2 | | | | | | | | |
| 04/01/1992 | 100384629 | 01 | A2 | R PERMIT-ENTIRE | 07/09/1992 | 0010971 RA | RUDERMAN | | NOT APPLICABLE |
| | INSTALLATION OF SPRINKLER HEADS ON PART OF THE 2ND FLOOR AS INDICATED<br>Work on Floor(s): 2 | | | | | | | | |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 07/23/1992 | **100446108** | 01 | A3 | X SIGNED OFF | 02/23/1993 | 0014956 RA | GUSTAVSO | | NOT APPLICABLE |
| DRYWALL PARTITIONS ON THE 9TH FLOOR. NO CHANGE TO USE, EGRESS OR<br>Work on Floor(s): 9 | | | | | | | | | |
| 08/14/1992 | **100462571** | 01 | A2 | R PERMIT-ENTIRE | 09/30/2008 | 0065845 PE | MACKENZI | | NOT APPLICABLE |
| INSTALLATION OF 350KW EMERG.GENERATOR & 550 GAL.FUEL OIL STORAGE TANK ON<br>Work on Floor(s): 1, CEL | | | | | | | | | |
| 08/20/1992 | **100474443** | 01 | A2 | R PERMIT-ENTIRE | 08/28/1992 | 0049866 PE | MARCUS | | NOT APPLICABLE |
| MINOR PARTITION CHANGES AND INSTALLATION OF FIRE DAMPERS ON PART OF THE<br>Work on Floor(s): 3TH | | | | | | | | | |
| 01/13/1993 | **100576397** | 01 | A2 | J P/E DISAPPROVED | 01/15/1993 | 0066740 PE | JOHNSON | | NOT APPLICABLE |
| RETROFIT PRESENT FIRE ALARM SYSTEM TO CL E FIRE ALARM SYSTEM.<br>Work on Floor(s): 1FL | | | | | | | | | |
| 02/22/1993 | **100594625** | 01 | A2 | X SIGNED OFF | 06/08/1993 | 0212331 RA | ROTHROCK | | NOT APPLICABLE |
| INSTALLATION OF ATM MACHINE. NEW STORE FRONT & MINOR PARTITION WORK. N<br>Work on Floor(s): 1 | | | | | | | | | |
| 03/18/1993 | **100586377** | 01 | SG | R PERMIT-ENTIRE | 03/30/1993 | | BROWN | | NOT APPLICABLE |
| ERECT NON-ILLUMINATED SIGN 3' EAB 12'<br>Work on Floor(s): 1 | | | | | | | | | |
| 03/19/1993 | **100586368** | 01 | SG | J P/E DISAPPROVED | 03/23/1993 | | BROWN | | NOT APPLICABLE |
| ERECT NON-ILLUMINATED SIGN. 3'6" 6' EAB<br>Work on Floor(s): 1 | | | | | | | | | |
| 03/19/1993 | **100601145** | 01 | A2 | X SIGNED OFF | 07/25/1994 | 0049789 PE | HINKLEY | | NOT APPLICABLE |
| DEMOLITION OF NON LOAD BEARING PARTITIONS ON 2ND AND 5TH FLR;<br>Work on Floor(s): 2, 3, 5 | | | | | | | | | |
| 04/28/1993 | **100637704** | 01 | A2 | X SIGNED OFF | 08/11/1995 | 0049789 PE | HIMKLEY | | NOT APPLICABLE |
| PARTITION CHANGES ON PART OF THE 5TH FLR AS INDICATED ON DRAWINGS. NO CH<br>Work on Floor(s): 5 | | | | | | | | | |
| 04/29/1993 | **100637697** | 01 | A2 | R PERMIT-ENTIRE | 07/02/1993 | 0057887 PE | GOLDSTEI | | NOT APPLICABLE |
| INSTALLATION OF SPRINKLER HEADS ON PART OF THE 5TH FLOOR AS INDICATED ON<br>Work on Floor(s): 5 | | | | | | | | | |
| 09/01/1993 | **100697435** | 01 | A2 | P APPROVED | 09/03/1993 | 0049866 PE | MARCUS | | NOT APPLICABLE |
| PARTITION AND PLUMBING CHANGES FOR NEW HANDICAPPED TOILETS ON PART OF<br>Work on Floor(s): 2 | | | | | | | | | |
| 09/10/1993 | **100699479** | 01 | A2 | X SIGNED OFF | 06/06/1995 | 0019036 RA | WENTE | | NOT APPLICABLE |
| PARTITIONS CHANGES ON PART OF 2ND FLOOR AS INDICATED ON DRAWINGS.NO<br>Work on Floor(s): 2ND | | | | | | | | | |

05/08/1995 **101045021** 01 A2 R PERMIT-ENTIRE 05/09/1995 0045265 PE BODAK NOT APPLICABLE

MODIFICATION OF FIRE ALARM COMMUNICATION SYSTEM ON PART OF THE 1ST
Work on Floor(s): 1, MEZ

05/08/1995 **101045236** 01 A2 X SIGNED OFF 12/07/1995 0016018 RA PRESSMAN NOT APPLICABLE

PARTITION CHANGES ON PART OF THE 1ST MEZZANINE AS INDICATED ON DRAW-
Work on Floor(s): 1, MEZ

06/08/1995 **101046645** 01 A2 R PERMIT-ENTIRE 06/09/1995 0049789 PE HINKLEY NOT APPLICABLE

MODIFICATIO OF FIRE ALARM SYSTEM ON PART OF THE 3RD FL. AS INDICATED
Work on Floor(s): 3

08/22/1995 **101112190** 01 A2 X SIGNED OFF 12/11/1995 0055747 PE VALETUTT NOT APPLICABLE

MODIFICATIONS TO THE EXISTING STEAM PIP- ING. SCOPE OF WORK CONSISTS OF
Work on Floor(s): 40

09/21/1995 **101133006** 01 A2 X SIGNED OFF 06/10/1996 0045101 PE COPELAND NOT APPLICABLE

MECHANICAL CHANGE SIN THE CELLAR TO INST ALL TWO NEW CHILLERS AND RELATE
Work on Floor(s): CEL,1

12/08/1995 **101166569** 01 A3 R PERMIT-ENTIRE 12/18/1995 0013124 RA PALERMO NOT APPLICABLE

Work on Floor(s): 1ST

07/10/1996 **101342968** 01 A2 X SIGNED OFF 01/30/1997 0049789 PE HINKLEY NOT APPLICABLE

PARTITION CHANGES ON PART OF THE 5TH FLOOR AS INDICATED ON DRAWINGS.
Work on Floor(s): 5

07/17/1996 **101339810** 01 A2 R PERMIT-ENTIRE 10/28/1996 0045101 PE COPELAND NOT APPLICABLE

SPRINKLER SYSTEM MODIFICATIONS ON PART OF THE 5TH FLOOR AS INDICATED ON
Work on Floor(s): 5

Next

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.

# APPENDIX H
# Roof Warranty

F n

# STOP

## IMPORTANT ROOF INFORMATION

**This is a Firestone single-ply roofing system under warranty by Firestone Building Products Company. Damage to the roof membrane caused by negligence may void this building owner's warranty. We recommend the following precautions.**

1. Minimize foot traffic over the surface of the roof. Protective walkways should be installed if there will be regular foot traffic. (Foot traffic more than once each 30 days.)
2. Do not move heavy equipment over the membrane surface without protection to the surface.
3. Contact Firestone if the membrane will be exposed to solvents, grease, oil or other chemical contaminants.
4. Do not puncture the membrane to install vents or equipment without first contacting Firestone. (1 800 428 4442)

**For more information, refer to the complete Roofing Care and Maintenance Guide on the reverse side of the Firestone Warranty or call the Firestone approved contractor that installed this roof.**

ROOFING
CONTRACTOR

Firestone
BUILDING PRODUCTS COMPANY

[illegible]
Carmel, Indiana [illegible]
[illegible]
[illegible]

3-93 [illegible] #188 18

**Firestone**
BUILDING PRODUCTS COMPANY

TO: BUILDING OWNER

FROM: WARRANTY SERVICES DEPARTMENT

Enclosed with your new Firestone Roofing System Warranty are two Roof Maintenance Stickers and a Roof Maintenance Guide. Please place the weather resistant stickers at roof entrances or anywhere they may be readily seen by roof traffic. Please route the care and maintenance guide to the appropriate responsible person.

We hope you will find the Roof Maintenance Stickers and Guide beneficial. If you should need more of either, please let us know at the following number(s):

Warranty Services Department

(800) 428-4511

ext. #7018 or #7017

NOBODY COVERS YOU BETTER
525 Congressional Boulevard • Carmel, IN 46032-5607 • 317-575-7000
Facsimile: 317-575-7100

2/90 — Item # 686

# APPENDIX I
## Fire Department Search

3/27/

KAND ENGINEERING 159 W. 25TH ST. 12TH FLR

NEW YORK NY 10001

(212) 675-8844 EXT. 297

866 UNITED NATIONS PLAZA MANHATTAN

FIRE DEPARTMENT • CITY OF NEW YORK
REVENUE MANAGEMENT
9 METROTECH CENTER, BROOKLYN, N.Y. 11201-3857

91373

DATE 03/27/14

RECEIVED FROM: DAYANA ALEXANDRE

ADDRESS:

☐ CASH ☐ CHECK ☒ CREDIT CARD In the sum of $ 10.00 for a search request.

Vio. Fire Records Other

Premises

SIGNED

NYC FDNY
9 METROTECH CENTER
ROOM 1S 5
BROOKLYN, NY. 11201
718-999-2495

[redacted]

Sale

[redacted]

VISA Entry Method: Swiped

Total: $ 10.00

03/27/14 11:45:24

Inv #: 000001 Appr Code: [redacted]

Apprvd: Online

Customer Copy

THANK YOU!

NYCFINANCECONVENIENC
9 METROTECH CENTER
ROOM 1S 5
BROOKLYN, NY. 11201
718-999-2495

[redacted]

Sale

[redacted]

VISA Entry Method: Swiped

Total: $ 0.24

03/27/14 11:45:05

Inv #: 000001 Appr Code: [redacted]

Apprvd: Online

The above Service Fee charge is for the convenience of this payment method and is a separate transaction payable in addition to the taxable amount due. Your signature indicates acceptance of this Service Fee and your payment to the card issuer according to their payment terms.

Customer Copy

THANK YOU!

# APPENDIX J
## Violations

NYC Buildings

NYC

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**NYC Department of Buildings**

**DOB Violation Display for 022713E9027/443881**

**Premises: 860 UNITED NATIONS PLAZA MANHATTAN** **BIN: 1040072 Block: 1360 Lot: 1**

**Issue Date:** 02/27/2013 **Violation Category:** V - DOB VIOLATION - ACTIVE
**Violation Type:** E - ELEVATOR
**Violation Number:** 9027/443881 **Device No.:** 01P27227
**ECB No.:**
**Infraction Codes:**
**Description:**

**Disposition:**
**Code:** **Date:**
**Inspector:**
**Comments:**

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**

## DOB Violation Display for 022713E9027/443882

**Premises: 860 UNITED NATIONS PLAZA MANHATTAN** **BIN:** [redacted] **Block: 1360** **Lot: 1**

**Issue Date:** 02/27/2013 **Violation Category:** V - DOB VIOLATION - ACTIVE
**Violation Type:** E - ELEVATOR
**Violation Number:** 9027/443882 **Device No.:** 01P27228
**ECB No.:**
**Infraction Codes:**
**Description:**

**Disposition:**
**Code:** **Date:**
**Inspector:**
**Comments:**

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**

**DOB Violation Display for 022713E9027/443883**

**Premises: 860 UNITED NATIONS PLAZA MANHATTAN** **BIN:** [redacted] **Block: 1360 Lot: 1**

**Issue Date:** 02/27/2013 **Violation Category:** V - DOB VIOLATION - ACTIVE
**Violation Type:** E - ELEVATOR
**Violation Number:** 9027/443883 **Device No.:** 01P27230
**ECB No.:**
**Infraction Codes:**
**Description:**
**Disposition:**
**Code:** **Date:**
**Inspector:**
**Comments:**

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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**Court Docket Date:** 10/31/2008

## ECB Violation History

**Compliance Events**

**Hearing Events**

**Hearing Assigned On:** 04/24/2008

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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**Court Docket Date:** 10/31/2008

## ECB Violation History

**Compliance Events**

**Hearing Events**

**Hearing Assigned On:** 04/24/2008

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.

# APPENDIX K
# Elevator Inspections

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## Elevator Inspections



Premises: 860 UNITED NATIONS PLAZA MANHATTAN BIN: [redacted] Block: 1360 Lot: 1

| DEVICE NUMBER | INSPECT DATE | INSP TYPE | INSPECTION DISPOSITION | INSPECTED BY |
|---|---|---|---|---|
| 1P27226 | 08/29/2006 | SPECIAL | FINAL ISSUED | BADGE: 1108 |
| 1P27226 | 06/12/2008 | SPECIAL | FINAL ISSUED | BADGE: 1473 |
| 1P27226 | 06/29/1999 | OTHER | NO VIOLATION | BADGE: 0247 |
| 1P27226 | 11/18/1988 | ROUTINE | NO VIOLATION | BADGE: 1409 |
| 1P27226 | 08/11/1989 | ROUTINE | NO VIOLATION | BADGE: 1160 |
| 1P27226 | 02/20/1991 | ROUTINE | NO VIOLATION | BADGE: 1407 |
| 1P27226 | 04/07/1992 | ROUTINE | NO VIOLATION | BADGE: 1407 |
| 1P27226 | 12/07/1992 | ROUTINE | NO VIOLATION | BADGE: 1409 |
| 1P27226 | 09/18/1993 | ROUTINE | NO VIOLATION | BADGE: 1394 |
| 1P27226 | 06/28/1994 | ROUTINE | NO VIOLATION | BADGE: 1429 |
| 1P27226 | 06/22/1995 | ROUTINE | NO VIOLATION | BADGE: 1449 |
| 1P27226 | 04/22/1996 | ROUTINE | NO VIOLATION | BADGE: 1300 |
| 1P27226 | 11/20/1997 | ROUTINE | NO VIOLATION | BADGE: 9011 |
| 1P27226 | 11/24/1998 | ROUTINE | NO VIOLATION | BADGE: 9444 |
| 1P27226 | 09/15/1999 | ROUTINE | NO VIOLATION | BADGE: 9013 |
| 1P27226 | 09/11/2000 | ROUTINE | NO VIOLATION | BADGE: 9013 |
| 1P27226 | 11/14/2001 | ROUTINE | NO VIOLATION | BADGE: 9011 |
| 1P27226 | 01/31/2002 | ROUTINE | PREVIOUSLY INSPECTED | BADGE: 9444 |
| 1P27226 | 04/23/2003 | ROUTINE | NO VIOLATION | BADGE: 9013 |
| 1P27226 | 01/22/2004 | ROUTINE | DEFECT FOUND | BADGE: 9444 |
| 1P27226 | 11/05/2004 | ROUTINE | NO VIOLATION | BADGE: 9011 |
| 1P27226 | 07/11/2006 | ROUTINE | NO VIOLATION | BADGE: 9011 |
| 1P27226 | 07/27/2007 | ROUTINE | DEFECT FOUND | BADGE: 9011 |
| 1P27226 | 06/03/2008 | ROUTINE | NO VIOLATION | BADGE: 9011 |
| 1P27226 | 09/30/2009 | ROUTINE | NO VIOLATION | BADGE: 9011 |
| 1P27226 | 09/16/2010 | ROUTINE | DEFECT FOUND | BADGE: 9027 |
| 1P27226 | 08/02/2011 | ROUTINE | DEFECT FOUND | BADGE: 9027 |
| 1P27226 | 12/12/2012 | ROUTINE | NO VIOLATION | BADGE: 9028 |
| 1P27226 | 02/27/2013 | ROUTINE | NO VIOLATION | BADGE: 9027 |
| 1P27226 | 10/04/2004 | VIOLATION REINSPECTION | NO VIOLATION | BADGE: 1042 |
| 1P27226 | 11/09/2007 | VIOLATION REINSPECTION | NO VIOLATION | BADGE: 1225 |
| 1P27226 | 03/15/1988 | CATEGORY 1 (1YR) | SATISFACTORY | UNITED ELEV INSP & CONSUL |
| **Performing Elevator Agency:** 271001 | | | | |
| 1P27226 | 07/11/1988 | CATEGORY 1 (1YR) | SATISFACTORY | CENTRAL ELEVATOR.INC |
| **Performing Elevator Agency:** 030001 | | | | |
| 1P27226 | 03/10/1989 | CATEGORY 1 (1YR) | SATISFACTORY | UNITED ELEV INSP & CONSUL |
| **Performing Elevator Agency:** 271001 | | | | |

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1P27227 03/19/1996 CATEGORY 1 (1YR) SATISFACTORY UNITED ELEV INSP & CONSUL
**Performing Elevator Agency:** 271001
1P27227 06/10/1997 CATEGORY 1 (1YR) SATISFACTORY UNITED ELEV INSP & CONSUL
**Performing Elevator Agency:** 271001
1P27227 04/01/1998 CATEGORY 1 (1YR) SATISFACTORY LANDMARK ELEV CONSULTANTS
**Performing Elevator Agency:** 411001
1P27227 07/09/1998 CATEGORY 1 (1YR) SATISFACTORY UNITED ELEV INSP & CONSUL
**Performing Elevator Agency:** 271001
1P27227 03/29/1999 CATEGORY 1 (1YR) SATISFACTORY UNITED ELEV INSP & CONSUL
**Performing Elevator Agency:** 271001
1P27227 05/16/2000 CATEGORY 1 (1YR) SATISFACTORY UNITED ELEV INSP & CONSUL
**Performing Elevator Agency:** 271001
1P27227 04/17/2001 CATEGORY 1 (1YR) SATISFACTORY UNITED ELEV INSP & CONSUL
**Performing Elevator Agency:** 271001
1P27227 05/28/2002 CATEGORY 1 (1YR) SATISFACTORY UNITED ELEV INSP & CONSUL
**Performing Elevator Agency:** 271001
1P27227 03/14/2003 CATEGORY 1 (1YR) SATISFACTORY UNITED ELEV INSP & CONSUL
**Performing Elevator Agency:** 271001
1P27227 04/13/2004 CATEGORY 1 (1YR) SATISFACTORY UNITED ELEV INSP & CONSUL
**Performing Elevator Agency:** 271001
1P27227 07/06/2005 CATEGORY 1 (1YR) UNSATISFACTORY UNITED ELEV INSP & CONSUL
**Performing Elevator Agency:** 271001
1P27227 06/21/2006 CATEGORY 1 (1YR) UNSATISFACTORY UNITED ELEV INSP & CONSUL
**Performing Elevator Agency:** 271001
1P27227 04/03/2007 CATEGORY 1 (1YR) SATISFACTORY UNITED ELEV INSP & CONSUL
**Performing Elevator Agency:** 271001
1P27227 03/19/2008 CATEGORY 1 (1YR) SATISFACTORY UNITED ELEV INSP & CONSUL
**Performing Elevator Agency:** 271001
1P27227 01/14/2009 CATEGORY 1 (1YR) SATISFACTORY UNITED ELEV INSP & CONSUL
**Performing Elevator Agency:** 271001
1P27227 01/11/2010 CATEGORY 1 (1YR) UNSATISFACTORY UNITED ELEV INSP & CONSUL
**Performing Elevator Agency:** 271001
1P27227 04/15/2010 CATEGORY 1 (1YR) CORRECTION CENTURY ELEV. MAIN. CORP.
**Performing Elevator Agency:** 165001
1P27227 01/11/2011 CATEGORY 1 (1YR) ACCEPTED - UNSATISFACTORY CENTURY ELEV. MAIN. CORP.
**Performing Elevator Agency:** 165001 **Witnessing Elevator Agency:** 271001
1P27227 08/05/2011 CATEGORY 1 (1YR) REJECTED - DISAPPROVED CENTURY ELEV. MAIN. CORP.
**Remarks:** AFFIRMATION OF CORRECTION FILED 146 DAYS LATE
**Performing Elevator Agency:** 165001
1P27227 08/05/2011 CATEGORY 1 (1YR) ACCEPTED - CORRECTION CENTURY ELEV. MAIN. CORP.
**Remarks:** PENALTY PAID/CORRECTION FOR 1/11/11

**Performing Elevator Agency:** 165001

1P27227 02/29/2012 CATEGORY 1 (1YR) ACCEPTED - UNSATISFACTORY CENTURY ELEV. MAIN. CORP.
**Performing Elevator Agency:** 165001 **Witnessing Elevator Agency:** 271001
1P27227 04/09/2012 CATEGORY 1 (1YR) ACCEPTED - CORRECTION CENTURY ELEV. MAIN. CORP.
**Remarks:** .2012 AOC

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## Elevator Inspections



**Premises: 860 UNITED NATIONS PLAZA MANHATTAN** **BIN:** [redacted] **Block: 1360 Lot: 1**

| DEVICE NUMBER | INSPECT DATE | INSP TYPE | INSPECTION DISPOSITION | INSPECTED BY |
|---|---|---|---|---|
| 1P27227 | 05/13/2003 | 2 YEAR | SATISFACTORY | CENTURY ELEV. MAIN. CORP. |
| **Performing Elevator Agency:** 165001 | | | | |
| 1P27227 | 12/22/2005 | 2 YEAR | SATISFACTORY | CENTURY ELEV. MAIN. CORP. |
| **Performing Elevator Agency:** 165001 | | | | |
| 1P27227 | 10/01/2008 | 2 YEAR | SATISFACTORY | CENTURY ELEV. MAIN. CORP. |
| **Performing Elevator Agency:** 165001 | | | | |
| 1P27227 | 08/15/1987 | CATEGORY 5 (5YR) | SATISFACTORY | MARCATO ELEVATOR CO. INC. |
| **Performing Elevator Agency:** 098001 | | | | |
| 1P27227 | 06/02/1988 | CATEGORY 5 (5YR) | SATISFACTORY | ARCHER ELEVATOR CO INC |
| **Performing Elevator Agency:** 045001 | | | | |
| 1P27227 | 08/01/1993 | CATEGORY 5 (5YR) | SATISFACTORY | ARCHER ELEVATOR CO INC |
| **Performing Elevator Agency:** 045001 | | | | |
| 1P27227 | 02/22/1999 | CATEGORY 5 (5YR) | SATISFACTORY | CENTURY ELEV. MAIN. CORP. |
| **Performing Elevator Agency:** 165001 | | | | |
| 1P27227 | 03/01/2004 | CATEGORY 5 (5YR) | SATISFACTORY | CENTURY ELEV. MAIN. CORP. |
| **Performing Elevator Agency:** 165001 | | | | |
| 1P27227 | 08/29/2006 | CATEGORY 5 (5YR) | SATISFACTORY | CENTURY ELEV. MAIN. CORP. |
| **Performing Elevator Agency:** 165001 | | | | |
| 1P27227 | 01/11/2011 | CATEGORY 5 (5YR) | ACCEPTED - SATISFACTORY | CENTURY ELEV. MAIN. CORP. |
| **Performing Elevator Agency:** 165001 **Witnessing Elevator Agency:** 271001 | | | | |
| 1P27227 | 08/05/2011 | AFFIRMATION OF CORRECTION | ACCEPTED - APPROVED | CENTURY ELEV. MAIN. CORP. |
| **Violation Number:** 080211E9027/391463 | | | | |
| **Performing Elevator Agency:** 165001 | | | | |
| 1P27227 | 09/07/2011 | AFFIRMATION OF CORRECTION | ACCEPTED - APPROVED | CENTURY ELEV. MAIN. CORP. |
| **Violation Number:** 091610E9027/351832 | | | | |
| **Performing Elevator Agency:** 165001 | | | | |
| 1P27228 | 08/25/2005 | SPECIAL | FINAL ISSUED | BADGE: 1473 |
| 1P27228 | 07/25/2006 | SPECIAL | FINAL ISSUED | BADGE: 2223 |
| 1P27228 | 06/12/2008 | SPECIAL | FINAL ISSUED | BADGE: 1473 |
| 1P27228 | 11/18/1988 | ROUTINE | NO VIOLATION | BADGE: 1409 |
| 1P27228 | 08/11/1989 | ROUTINE | NO VIOLATION | BADGE: 1160 |
| 1P27228 | 02/20/1991 | ROUTINE | NO VIOLATION | BADGE: 1407 |
| 1P27228 | 04/07/1992 | ROUTINE | NO VIOLATION | BADGE: 1407 |
| 1P27228 | 12/07/1992 | ROUTINE | NO VIOLATION | BADGE: 1409 |
| 1P27228 | 09/18/1993 | ROUTINE | NO VIOLATION | BADGE: 1394 |
| 1P27228 | 06/29/1994 | ROUTINE | NO VIOLATION | BADGE: 1429 |
| 1P27228 | 06/22/1995 | ROUTINE | NO VIOLATION | BADGE: 1449 |

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## Elevator Inspections



Premises: 860 UNITED NATIONS PLAZA MANHATTAN BIN: [redacted] Block: 1360 Lot: 1

| DEVICE NUMBER | INSPECT DATE | INSP TYPE | INSPECTION DISPOSITION | INSPECTED BY |
|---|---|---|---|---|
| 1P27229 | 09/18/1993 | ROUTINE | NO VIOLATION | BADGE: 1394 |
| 1P27229 | 06/29/1994 | ROUTINE | NO VIOLATION | BADGE: 1429 |
| 1P27229 | 06/23/1995 | ROUTINE | NO VIOLATION | BADGE: 1449 |
| 1P27229 | 04/23/1996 | ROUTINE | NO VIOLATION | BADGE: 1300 |
| 1P27229 | 11/20/1997 | ROUTINE | NO VIOLATION | BADGE: 9011 |
| 1P27229 | 11/24/1998 | ROUTINE | NO VIOLATION | BADGE: 9444 |
| 1P27229 | 09/15/1999 | ROUTINE | NO VIOLATION | BADGE: 9013 |
| 1P27229 | 09/11/2000 | ROUTINE | NO VIOLATION | BADGE: 9013 |
| 1P27229 | 11/14/2001 | ROUTINE | NO VIOLATION | BADGE: 9011 |
| 1P27229 | 01/31/2002 | ROUTINE | PREVIOUSLY INSPECTED | BADGE: 9444 |
| 1P27229 | 04/23/2003 | ROUTINE | NO VIOLATION | BADGE: 9013 |
| 1P27229 | 01/22/2004 | ROUTINE | NO ACCESS TO DEVICE | BADGE: 9444 |
| 1P27229 | 06/25/2004 | ROUTINE | NO VIOLATION | BADGE: 9444 |
| 1P27229 | 07/11/2006 | ROUTINE | NO ACCESS TO DEVICE | BADGE: 9011 |
| 1P27229 | 01/25/2007 | ROUTINE | NO VIOLATION | BADGE: 9011 |
| 1P27229 | 07/27/2007 | ROUTINE | NO VIOLATION | BADGE: 9011 |
| 1P27229 | 06/03/2008 | ROUTINE | NO VIOLATION | BADGE: 9011 |
| 1P27229 | 09/30/2009 | ROUTINE | NO VIOLATION | BADGE: 9011 |
| 1P27229 | 09/16/2010 | ROUTINE | NO VIOLATION | BADGE: 9027 |
| 1P27229 | 08/02/2011 | ROUTINE | DEFECT FOUND | BADGE: 9027 |
| 1P27229 | 12/12/2012 | ROUTINE | NO VIOLATION | BADGE: 9028 |
| 1P27229 | 02/27/2013 | ROUTINE | NO VIOLATION | BADGE: 9027 |
| 1P27229 | 03/15/1988 | CATEGORY 1 (1YR) | SATISFACTORY | UNITED ELEV INSP & CONSUL |
| **Performing Elevator Agency:** 271001 | | | | |
| 1P27229 | 07/11/1988 | CATEGORY 1 (1YR) | SATISFACTORY | CENTRAL ELEVATOR.INC |
| **Performing Elevator Agency:** 030001 | | | | |
| 1P27229 | 03/10/1989 | CATEGORY 1 (1YR) | SATISFACTORY | UNITED ELEV INSP & CONSUL |
| **Performing Elevator Agency:** 271001 | | | | |
| 1P27229 | 03/19/1990 | CATEGORY 1 (1YR) | SATISFACTORY | UNITED ELEV INSP & CONSUL |
| **Performing Elevator Agency:** 271001 | | | | |
| 1P27229 | 03/19/1990 | CATEGORY 1 (1YR) | SATISFACTORY | UNITED ELEV INSP & CONSUL |
| **Performing Elevator Agency:** 271001 | | | | |
| 1P27229 | 02/19/1991 | CATEGORY 1 (1YR) | SATISFACTORY | UNITED ELEV INSP & CONSUL |

**Performing Elevator Agency:** 271001

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## Elevator Inspections



**Premises: 860 UNITED NATIONS PLAZA MANHATTAN** **BIN: [redacted] Block: 1360 Lot: 1**

| DEVICE NUMBER | INSPECT DATE | INSP TYPE | INSPECTION DISPOSITION | INSPECTED BY |
|---|---|---|---|---|
| 1P27230 | 03/08/2005 | VIOLATION REINSPECTION | NO VIOLATION | BADGE: 1933 |
| 1P27230 | 11/09/2007 | VIOLATION REINSPECTION | NO VIOLATION | BADGE: 1225 |
| 1P27230 | 03/15/1988 | CATEGORY 1 (1YR) | SATISFACTORY | UNITED ELEV INSP & CONSUL |
| **Performing Elevator Agency:** 271001 | | | | |
| 1P27230 | 07/11/1988 | CATEGORY 1 (1YR) | SATISFACTORY | CENTRAL ELEVATOR.INC |
| **Performing Elevator Agency:** 030001 | | | | |
| 1P27230 | 03/10/1989 | CATEGORY 1 (1YR) | SATISFACTORY | UNITED ELEV INSP & CONSUL |
| **Performing Elevator Agency:** 271001 | | | | |
| 1P27230 | 03/19/1990 | CATEGORY 1 (1YR) | SATISFACTORY | UNITED ELEV INSP & CONSUL |
| **Performing Elevator Agency:** 271001 | | | | |
| 1P27230 | 03/19/1990 | CATEGORY 1 (1YR) | SATISFACTORY | UNITED ELEV INSP & CONSUL |
| **Performing Elevator Agency:** 271001 | | | | |
| 1P27230 | 02/19/1991 | CATEGORY 1 (1YR) | SATISFACTORY | UNITED ELEV INSP & CONSUL |
| **Performing Elevator Agency:** 271001 | | | | |
| 1P27230 | 06/15/1992 | CATEGORY 1 (1YR) | SATISFACTORY | UNITED ELEV INSP & CONSUL |
| **Performing Elevator Agency:** 271001 | | | | |
| 1P27230 | 04/03/1993 | CATEGORY 1 (1YR) | SATISFACTORY | UNITED ELEV INSP & CONSUL |
| **Performing Elevator Agency:** 271001 | | | | |
| 1P27230 | 05/12/1994 | CATEGORY 1 (1YR) | SATISFACTORY | UNITED ELEV INSP & CONSUL |
| **Performing Elevator Agency:** 271001 | | | | |
| 1P27230 | 05/26/1995 | CATEGORY 1 (1YR) | SATISFACTORY | UNITED ELEV INSP & CONSUL |
| **Performing Elevator Agency:** 271001 | | | | |
| 1P27230 | 03/19/1996 | CATEGORY 1 (1YR) | SATISFACTORY | UNITED ELEV INSP & CONSUL |
| **Performing Elevator Agency:** 271001 | | | | |
| 1P27230 | 03/19/1996 | CATEGORY 1 (1YR) | SATISFACTORY | UNITED ELEV INSP & CONSUL |
| **Performing Elevator Agency:** 271001 | | | | |
| 1P27230 | 06/10/1997 | CATEGORY 1 (1YR) | SATISFACTORY | UNITED ELEV INSP & CONSUL |
| **Performing Elevator Agency:** 271001 | | | | |
| 1P27230 | 04/01/1998 | CATEGORY 1 (1YR) | SATISFACTORY | LANDMARK ELEV CONSULTANTS |
| **Performing Elevator Agency:** 411001 | | | | |
| 1P27230 | 07/09/1998 | CATEGORY 1 (1YR) | SATISFACTORY | UNITED ELEV INSP & CONSUL |
| **Performing Elevator Agency:** 271001 | | | | |
| 1P27230 | 03/29/1999 | CATEGORY 1 (1YR) | SATISFACTORY | UNITED ELEV INSP & CONSUL |
| **Performing Elevator Agency:** 271001 | | | | |

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## Elevator Inspections



Premises: 860 UNITED NATIONS PLAZA MANHATTAN BIN: [redacted] Block: 1360 Lot: 1

| DEVICE NUMBER | INSPECT DATE | INSP TYPE | INSPECTION DISPOSITION | INSPECTED BY |
|---|---|---|---|---|
| 1P27231 | 08/30/2006 | SPECIAL | FINAL ISSUED | BADGE: 1225 |
| 1P27231 | 06/12/2008 | SPECIAL | FINAL ISSUED | BADGE: 1473 |
| 1P27231 | 11/18/1988 | ROUTINE | NO VIOLATION | BADGE: 1409 |
| 1P27231 | 08/11/1989 | ROUTINE | NO VIOLATION | BADGE: 1160 |
| 1P27231 | 08/16/1990 | ROUTINE | NO VIOLATION | BADGE: 1396 |
| 1P27231 | 02/20/1991 | ROUTINE | NO VIOLATION | BADGE: 1407 |
| 1P27231 | 04/14/1992 | ROUTINE | NO VIOLATION | BADGE: 1407 |
| 1P27231 | 12/07/1992 | ROUTINE | NO VIOLATION | BADGE: 1409 |
| 1P27231 | 09/18/1993 | ROUTINE | NO VIOLATION | BADGE: 1394 |
| 1P27231 | 06/29/1994 | ROUTINE | NO VIOLATION | BADGE: 1429 |
| 1P27231 | 06/23/1995 | ROUTINE | NO VIOLATION | BADGE: 1449 |
| 1P27231 | 04/23/1996 | ROUTINE | NO VIOLATION | BADGE: 1300 |
| 1P27231 | 11/20/1997 | ROUTINE | NO VIOLATION | BADGE: 9011 |
| 1P27231 | 11/24/1998 | ROUTINE | NO VIOLATION | BADGE: 9444 |
| 1P27231 | 09/15/1999 | ROUTINE | NO VIOLATION | BADGE: 9013 |
| 1P27231 | 09/11/2000 | ROUTINE | NO VIOLATION | BADGE: 9013 |
| 1P27231 | 11/14/2001 | ROUTINE | NO VIOLATION | BADGE: 9011 |
| 1P27231 | 01/31/2002 | ROUTINE | PREVIOUSLY INSPECTED | BADGE: 9444 |
| 1P27231 | 04/23/2003 | ROUTINE | NO VIOLATION | BADGE: 9013 |
| 1P27231 | 01/22/2004 | ROUTINE | DEFECT FOUND | BADGE: 9444 |
| 1P27231 | 11/05/2004 | ROUTINE | NO VIOLATION | BADGE: 9011 |
| 1P27231 | 07/11/2006 | ROUTINE | NO ACCESS TO DEVICE | BADGE: 9011 |
| 1P27231 | 01/25/2007 | ROUTINE | DEFECT FOUND | BADGE: 9011 |
| 1P27231 | 07/27/2007 | ROUTINE | DEFECT FOUND | BADGE: 9011 |
| 1P27231 | 06/03/2008 | ROUTINE | NO VIOLATION | BADGE: 9011 |
| 1P27231 | 09/30/2009 | ROUTINE | NO VIOLATION | BADGE: 9011 |
| 1P27231 | 09/16/2010 | ROUTINE | NO VIOLATION | BADGE: 9027 |
| 1P27231 | 08/01/2011 | ROUTINE | DEFECT FOUND | BADGE: 9027 |
| 1P27231 | 12/12/2012 | ROUTINE | NO VIOLATION | BADGE: 9028 |
| 1P27231 | 02/27/2013 | ROUTINE | NO VIOLATION | BADGE: 9027 |
| 1P27231 | 10/04/2004 | VIOLATION REINSPECTION | NO VIOLATION | BADGE: 1042 |
| 1P27231 | 02/15/2005 | VIOLATION REINSPECTION | NO VIOLATION | BADGE: 1225 |
| 1P27231 | 02/15/2005 | VIOLATION REINSPECTION | NO VIOLATION | BADGE: 2183 |
| 1P27231 | 03/30/2007 | VIOLATION REINSPECTION | NO VIOLATION | BADGE: 1719 |
| 1P27231 | 04/10/2007 | VIOLATION REINSPECTION | NO VIOLATION | BADGE: 2183 |
| 1P27231 | 03/15/1988 | CATEGORY 1 (1YR) | SATISFACTORY | UNITED ELEV INSP & CONSUL |

Performing Elevator Agency: 271001

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## Elevator Inspections



**Premises:** 860 UNITED NATIONS PLAZA MANHATTAN **BIN:** [redacted] **Block:** 1360 **Lot:** 1

| DEVICE NUMBER | INSPECT DATE | INSP TYPE | INSPECTION DISPOSITION | INSPECTED BY |
|---|---|---|---|---|
| 1P27231 | 03/29/1999 | CATEGORY 1 (1YR) | SATISFACTORY | UNITED ELEV INSP & CONSUL |
| **Performing Elevator Agency:** 271001 | | | | |
| 1P27231 | 05/16/2000 | CATEGORY 1 (1YR) | SATISFACTORY | UNITED ELEV INSP & CONSUL |
| **Performing Elevator Agency:** 271001 | | | | |
| 1P27231 | 04/17/2001 | CATEGORY 1 (1YR) | SATISFACTORY | UNITED ELEV INSP & CONSUL |
| **Performing Elevator Agency:** 271001 | | | | |
| 1P27231 | 05/28/2002 | CATEGORY 1 (1YR) | SATISFACTORY | UNITED ELEV INSP & CONSUL |
| **Performing Elevator Agency:** 271001 | | | | |
| 1P27231 | 03/14/2003 | CATEGORY 1 (1YR) | SATISFACTORY | UNITED ELEV INSP & CONSUL |
| **Performing Elevator Agency:** 271001 | | | | |
| 1P27231 | 04/13/2004 | CATEGORY 1 (1YR) | SATISFACTORY | UNITED ELEV INSP & CONSUL |
| **Performing Elevator Agency:** 271001 | | | | |
| 1P27231 | 07/06/2005 | CATEGORY 1 (1YR) | UNSATISFACTORY | UNITED ELEV INSP & CONSUL |
| **Performing Elevator Agency:** 271001 | | | | |
| 1P27231 | 06/21/2006 | CATEGORY 1 (1YR) | UNSATISFACTORY | UNITED ELEV INSP & CONSUL |
| **Performing Elevator Agency:** 271001 | | | | |
| 1P27231 | 04/03/2007 | CATEGORY 1 (1YR) | SATISFACTORY | UNITED ELEV INSP & CONSUL |
| **Performing Elevator Agency:** 271001 | | | | |
| 1P27231 | 03/19/2008 | CATEGORY 1 (1YR) | SATISFACTORY | UNITED ELEV INSP & CONSUL |
| **Performing Elevator Agency:** 271001 | | | | |
| 1P27231 | 01/15/2009 | CATEGORY 1 (1YR) | SATISFACTORY | UNITED ELEV INSP & CONSUL |
| **Performing Elevator Agency:** 271001 | | | | |
| 1P27231 | 01/12/2010 | CATEGORY 1 (1YR) | UNSATISFACTORY | UNITED ELEV INSP & CONSUL |
| **Performing Elevator Agency:** 271001 | | | | |
| 1P27231 | 04/15/2010 | CATEGORY 1 (1YR) | CORRECTION | CENTURY ELEV. MAIN. CORP. |
| **Performing Elevator Agency:** 165001 | | | | |
| 1P27231 | 01/14/2011 | CATEGORY 1 (1YR) | ACCEPTED - UNSATISFACTORY | CENTURY ELEV. MAIN. CORP. |
| **Performing Elevator Agency:** 165001 **Witnessing Elevator Agency:** 271001 | | | | |
| 1P27231 | 08/05/2011 | CATEGORY 1 (1YR) | REJECTED - DISAPPROVED | CENTURY ELEV. MAIN. CORP. |
| **Remarks:** AFFIRMATION OF CORRECTION FILED 146 DAYS LATE | | | | |
| **Performing Elevator Agency:** 165001 | | | | |
| 1P27231 | 08/05/2011 | CATEGORY 1 (1YR) | ACCEPTED - CORRECTION | CENTURY ELEV. MAIN. CORP. |
| **Remarks:** PENALTY PAID/CORRECTION FOR 1/14/11 | | | | |
| **Performing Elevator Agency:** 165001 | | | | |

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## Elevator Inspections



**Premises: 860 UNITED NATIONS PLAZA MANHATTAN** **BIN: [redacted] Block: 1360 Lot: 1**

| DEVICE NUMBER | INSPECT DATE | INSP TYPE | INSPECTION DISPOSITION | INSPECTED BY |
|---|---|---|---|---|
| 1P27232 | 01/22/2004 | ROUTINE | DEFECT FOUND | BADGE: 9444 |
| 1P27232 | 11/05/2004 | ROUTINE | DEFECT FOUND | BADGE: 9011 |
| 1P27232 | 07/11/2006 | ROUTINE | NO VIOLATION | BADGE: 9011 |
| 1P27232 | 07/27/2007 | ROUTINE | NO VIOLATION | BADGE: 9011 |
| 1P27232 | 06/03/2008 | ROUTINE | DEFECT FOUND | BADGE: 9011 |
| 1P27232 | 09/30/2009 | ROUTINE | DEFECT FOUND | BADGE: 9011 |
| 1P27232 | 09/16/2010 | ROUTINE | NO VIOLATION | BADGE: 9027 |
| 1P27232 | 08/01/2011 | ROUTINE | DEFECT FOUND | BADGE: 9027 |
| 1P27232 | 12/12/2012 | ROUTINE | NO VIOLATION | BADGE: 9028 |
| 1P27232 | 02/28/2013 | ROUTINE | NO VIOLATION | BADGE: 9027 |
| 1P27232 | 10/04/2004 | VIOLATION REINSPECTION | NO VIOLATION | BADGE: 1042 |
| 1P27232 | 01/11/2005 | VIOLATION REINSPECTION | NO VIOLATION | BADGE: 2171 |
| 1P27232 | 03/08/2005 | VIOLATION REINSPECTION | NO VIOLATION | BADGE: 1933 |
| 1P27232 | 03/15/1988 | CATEGORY 1 (1YR) | SATISFACTORY | UNITED ELEV INSP & CONSUL |
| **Performing Elevator Agency:** 271001 | | | | |
| 1P27232 | 07/11/1988 | CATEGORY 1 (1YR) | SATISFACTORY | CENTRAL ELEVATOR.INC |
| **Performing Elevator Agency:** 030001 | | | | |
| 1P27232 | 03/10/1989 | CATEGORY 1 (1YR) | SATISFACTORY | UNITED ELEV INSP & CONSUL |
| **Performing Elevator Agency:** 271001 | | | | |
| 1P27232 | 03/19/1990 | CATEGORY 1 (1YR) | SATISFACTORY | UNITED ELEV INSP & CONSUL |
| **Performing Elevator Agency:** 271001 | | | | |
| 1P27232 | 03/19/1990 | CATEGORY 1 (1YR) | SATISFACTORY | UNITED ELEV INSP & CONSUL |
| **Performing Elevator Agency:** 271001 | | | | |
| 1P27232 | 02/19/1991 | CATEGORY 1 (1YR) | SATISFACTORY | UNITED ELEV INSP & CONSUL |
| **Performing Elevator Agency:** 271001 | | | | |
| 1P27232 | 06/15/1992 | CATEGORY 1 (1YR) | SATISFACTORY | UNITED ELEV INSP & CONSUL |
| **Performing Elevator Agency:** 271001 | | | | |
| 1P27232 | 04/03/1993 | CATEGORY 1 (1YR) | SATISFACTORY | UNITED ELEV INSP & CONSUL |
| **Performing Elevator Agency:** 271001 | | | | |
| 1P27232 | 05/12/1994 | CATEGORY 1 (1YR) | SATISFACTORY | UNITED ELEV INSP & CONSUL |
| **Performing Elevator Agency:** 271001 | | | | |
| 1P27232 | 05/26/1995 | CATEGORY 1 (1YR) | SATISFACTORY | UNITED ELEV INSP & CONSUL |
| **Performing Elevator Agency:** 271001 | | | | |
| 1P27232 | 08/08/1995 | CATEGORY 1 (1YR) | SATISFACTORY | OTIS ELEVATOR COMPANY |
| **Performing Elevator Agency:** 056001 | | | | |
| 1P27232 | 03/19/1996 | CATEGORY 1 (1YR) | SATISFACTORY | UNITED ELEV INSP & CONSUL |
| **Performing Elevator Agency:** 271001 | | | | |

**Performing Elevator Agency:** 165001

1P27232 02/13/2013 CATEGORY 1 (1YR) ACCEPTED - UNSATISFACTORY CENTURY ELEV. MAIN. CORP.

**Performing Elevator Agency:** 165001 **Witnessing Elevator Agency:** 271001

1P27232 05/14/2013 CATEGORY 1 (1YR) REJECTED - DISAPPROVED CENTURY ELEV. MAIN. CORP.

**Remarks:** 2013 AOC WAS FILED 9 DAYS LATE

**Performing Elevator Agency:** 165001

1P27232 05/08/2001 2 YEAR SATISFACTORY CENTURY ELEV. MAIN. CORP.

**Performing Elevator Agency:** 165001

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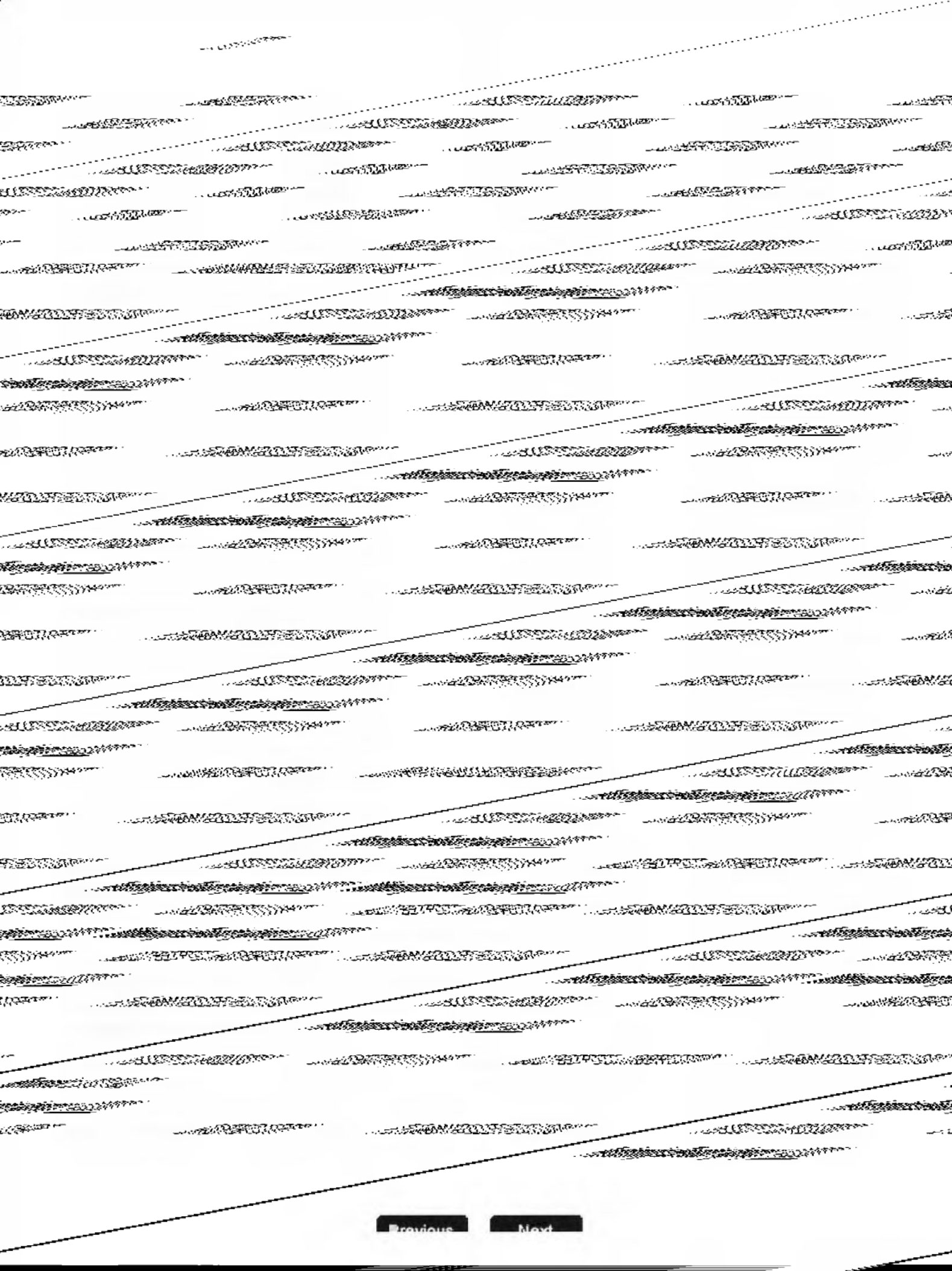

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|---|---|---|---|---|
| 1P27234 | 09/17/2002 | CATEGORY 5 (5YR) | SATISFACTORY | P.S. MARCATO ELEV. CO INC |

**Performing Elevator Agency:** 412001

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## Elevator Inspections



**Premises:** 860 UNITED NATIONS PLAZA MANHATTAN **BIN:** [redacted] **Block:** 1360 **Lot:** 1

| DEVICE NUMBER | INSPECT DATE | INSP TYPE | INSPECTION DISPOSITION | INSPECTED BY |
|---|---|---|---|---|
| 1P27234 | 10/23/2007 | CATEGORY 5 (5YR) | SATISFACTORY | ETA OF NEW YORK, INC |
| **Performing Elevator Agency:** 498001 | | | | |
| 1P27234 | 09/25/2012 | CATEGORY 5 (5YR) | SATISFACTORY | P.S. MARCATO ELEV. CO INC |
| **Performing Elevator Agency:** 412001 | | | | |
| 1P27234 | 11/02/2010 | AFFIRMATION OF CORRECTION | ACCEPTED - APPROVED | P.S. MARCATO ELEV. CO INC |
| **Violation Number:** 091610E9027/351836 | | | | |
| **Performing Elevator Agency:** 412001 | | | | |
| 1P27234 | 09/29/2011 | AFFIRMATION OF CORRECTION | ACCEPTED - APPROVED | P.S. MARCATO ELEV. CO INC |
| **Violation Number:** 080111E9027/391451 | | | | |
| **Performing Elevator Agency:** 412001 | | | | |
| 1P27234 | 03/28/2013 | AFFIRMATION OF CORRECTION | ACCEPTED - APPROVED | P.S. MARCATO ELEV. CO INC |
| **Violation Number:** 022813E9027/443885 | | | | |
| **Performing Elevator Agency:** 412001 | | | | |
| 1P27235 | 08/07/2000 | SPECIAL | INCOMPLETE INSPECTION | BADGE: 1108 |
| 1P27235 | 11/30/2004 | SPECIAL | FINAL ISSUED | BADGE: 1979 |
| 1P27235 | 02/06/1989 | ROUTINE | NO VIOLATION | BADGE: 1105 |
| 1P27235 | 05/05/2000 | ROUTINE | DEFECT FOUND | BADGE: 9013 |
| 1P27235 | 06/19/2001 | ROUTINE | NO VIOLATION | BADGE: 0376 |
| 1P27235 | 07/02/2002 | ROUTINE | NO VIOLATION | BADGE: 9013 |
| 1P27235 | 07/18/2003 | ROUTINE | NO VIOLATION | BADGE: 9011 |
| 1P27235 | 06/25/2004 | ROUTINE | NO VIOLATION | BADGE: 9444 |
| 1P27235 | 07/12/2006 | ROUTINE | DEFECT FOUND | BADGE: 9011 |
| 1P27235 | 07/25/2007 | ROUTINE | NO VIOLATION | BADGE: 9011 |
| 1P27235 | 06/04/2008 | ROUTINE | NO VIOLATION | BADGE: 9011 |
| 1P27235 | 10/01/2009 | ROUTINE | DEFECT FOUND | BADGE: 9011 |
| 1P27235 | 09/16/2010 | ROUTINE | DEFECT FOUND | BADGE: 9027 |
| 1P27235 | 08/01/2011 | ROUTINE | DEFECT FOUND | BADGE: 9027 |
| 1P27235 | 12/12/2012 | ROUTINE | NO VIOLATION | BADGE: 9028 |
| 1P27235 | 02/28/2013 | ROUTINE | DEFECT FOUND | BADGE: 9027 |
| 1P27235 | 05/17/2001 | VIOLATION REINSPECTION | NO ACCESS TO DEVICE | BADGE: 1225 |
| 1P27235 | 06/11/2001 | VIOLATION REINSPECTION | NO VIOLATION | BADGE: 1225 |
| 1P27235 | 05/10/1999 | CATEGORY 1 (1YR) | SATISFACTORY | LANDMARK ELEV CONSULTANTS |
| **Performing Elevator Agency:** 411001 | | | | |
| 1P27235 | 05/31/2000 | CATEGORY 1 (1YR) | SATISFACTORY | P.S. MARCATO ELEV. CO INC |
| **Performing Elevator Agency:** 412001 | | | | |
| 1P27235 | 08/07/2001 | CATEGORY 1 (1YR) | SATISFACTORY | P.S. MARCATO ELEV. CO INC |
| **Performing Elevator Agency:** 412001 | | | | |

1P27235 03/28/2013 AFFIRMATION OF CORRECTION ACCEPTED - APPROVED P.S. MARCATO ELEV. CO INC

**Violation Number:** 022813E9027/443886

**Performing Elevator Agency:** 412001

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1P27236 03/11/2006 CATEGORY 1 (1YR) SATISFACTORY P.S. MARCATO ELEV. CO INC
**Performing Elevator Agency:** 412001
1P27236 09/13/2007 CATEGORY 1 (1YR) SATISFACTORY P.S. MARCATO ELEV. CO INC
**Performing Elevator Agency:** 412001
1P27236 06/18/2008 CATEGORY 1 (1YR) SATISFACTORY P.S. MARCATO ELEV. CO INC
**Performing Elevator Agency:** 412001
1P27236 07/13/2009 CATEGORY 1 (1YR) UNSATISFACTORY JOHN A. VAN DEUSEN & ASSO
**Performing Elevator Agency:** 307001
1P27236 09/14/2009 CATEGORY 1 (1YR) SATISFACTORY P.S. MARCATO ELEV. CO INC
**Performing Elevator Agency:** 412001
1P27236 03/25/2010 CATEGORY 1 (1YR) ACCEPTED - SATISFACTORY P.S. MARCATO ELEV. CO INC
**Performing Elevator Agency:** 412001 **Witnessing Elevator Agency:** 307001
1P27236 06/09/2011 CATEGORY 1 (1YR) SATISFACTORY P.S. MARCATO ELEV. CO INC
**Performing Elevator Agency:** 412001
1P27236 09/24/2012 CATEGORY 1 (1YR) SATISFACTORY P.S. MARCATO ELEV. CO INC
**Performing Elevator Agency:** 412001
1P27236 06/18/2013 CATEGORY 1 (1YR) UNSATISFACTORY P.S. MARCATO ELEV. CO INC
**Performing Elevator Agency:** 412001
1P27236 09/10/2013 CATEGORY 1 (1YR) ACCEPTED - CORRECTION P.S. MARCATO ELEV. CO INC
**Remarks:** 2013 AOC
**Performing Elevator Agency:** 412001
1P27236 06/17/2003 2 YEAR SATISFACTORY P.S. MARCATO ELEV. CO INC
**Performing Elevator Agency:** 412001
1P27236 10/07/2005 2 YEAR SATISFACTORY P.S. MARCATO ELEV. CO INC
**Performing Elevator Agency:** 412001
1P27236 08/23/2007 2 YEAR SATISFACTORY ETA OF NEW YORK, INC
**Performing Elevator Agency:** 498001
1P27236 09/18/2002 CATEGORY 5 (5YR) SATISFACTORY P.S. MARCATO ELEV. CO INC
**Performing Elevator Agency:** 412001
1P27236 10/23/2007 CATEGORY 5 (5YR) SATISFACTORY ETA OF NEW YORK, INC
**Performing Elevator Agency:** 498001
1P27236 09/24/2012 CATEGORY 5 (5YR) SATISFACTORY P.S. MARCATO ELEV. CO INC
**Performing Elevator Agency:** 412001
1P27236 11/02/2010 AFFIRMATION OF CORRECTION ACCEPTED - APPROVED P.S. MARCATO ELEV. CO INC
**Violation Number:** 091610E9027/351838
**Performing Elevator Agency:** 412001
1P27236 09/29/2011 AFFIRMATION OF CORRECTION ACCEPTED - APPROVED P.S. MARCATO ELEV. CO INC
**Violation Number:** 080111E9027/391453
**Performing Elevator Agency:** 412001
1P27236 03/28/2013 AFFIRMATION OF CORRECTION ACCEPTED - APPROVED P.S. MARCATO ELEV. CO INC
**Violation Number:** 022813E9027/443887
**Performing Elevator Agency:** 412001
1P27237 05/24/2000 SPECIAL TEMP ISSUED BADGE: 1225
1P27237 11/03/2000 SPECIAL FINAL ISSUED BADGE: 0641
1P27237 02/06/1989 ROUTINE NO VIOLATION BADGE: 1105
1P27237 05/05/2000 ROUTINE NO ACCESS TO DEVICE BADGE: 9013
1P27237 09/11/2000 ROUTINE NO ACCESS TO DEVICE BADGE: 9013

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## Elevator Inspections



Premises: 860 UNITED NATIONS PLAZA MANHATTAN BIN: [redacted] Block: 1360 Lot: 1

| DEVICE NUMBER | INSPECT DATE | INSP TYPE | INSPECTION DISPOSITION | INSPECTED BY |
|---|---|---|---|---|
| 1P27238 | 07/12/2006 | ROUTINE | NO VIOLATION | BADGE: 9011 |
| 1P27238 | 07/25/2007 | ROUTINE | NO VIOLATION | BADGE: 9011 |
| 1P27238 | 06/04/2008 | ROUTINE | NO VIOLATION | BADGE: 9011 |
| 1P27238 | 10/01/2009 | ROUTINE | DEFECT FOUND | BADGE: 9011 |
| 1P27238 | 09/16/2010 | ROUTINE | DEFECT FOUND | BADGE: 9027 |
| 1P27238 | 08/01/2011 | ROUTINE | DEFECT FOUND | BADGE: 9027 |
| 1P27238 | 02/28/2012 | ROUTINE | DEFECT FOUND | BADGE: 9027 |
| 1P27238 | 12/11/2012 | ROUTINE | NO VIOLATION | BADGE: 9028 |
| 1P27238 | 02/28/2013 | ROUTINE | DEFECT FOUND | BADGE: 9027 |
| 1P27238 | 12/12/2013 | ROUTINE | PREVIOUSLY INSPECTED | BADGE: 9027 |
| 1P27238 | 05/17/2001 | VIOLATION REINSPECTION | NO ACCESS TO DEVICE | BADGE: 1225 |
| 1P27238 | 06/11/2001 | VIOLATION REINSPECTION | VIOLATION FILED | BADGE: 1225 |
| 1P27238 | 03/23/1999 | CATEGORY 1 (1YR) | SATISFACTORY | LANDMARK ELEV CONSULTANTS |
| **Performing Elevator Agency:** 411001 | | | | |
| 1P27238 | 06/01/2000 | CATEGORY 1 (1YR) | SATISFACTORY | P.S. MARCATO ELEV. CO INC |
| **Performing Elevator Agency:** 412001 | | | | |
| 1P27238 | 08/06/2001 | CATEGORY 1 (1YR) | SATISFACTORY | P.S. MARCATO ELEV. CO INC |
| **Performing Elevator Agency:** 412001 | | | | |
| 1P27238 | 08/06/2001 | CATEGORY 1 (1YR) | SATISFACTORY | P.S. MARCATO ELEV. CO INC |
| **Performing Elevator Agency:** 412001 | | | | |
| 1P27238 | 08/19/2002 | CATEGORY 1 (1YR) | SATISFACTORY | P.S. MARCATO ELEV. CO INC |
| **Performing Elevator Agency:** 412001 | | | | |
| 1P27238 | 06/17/2003 | CATEGORY 1 (1YR) | SATISFACTORY | P.S. MARCATO ELEV. CO INC |
| **Performing Elevator Agency:** 412001 | | | | |
| 1P27238 | 09/14/2004 | CATEGORY 1 (1YR) | SATISFACTORY | P.S. MARCATO ELEV. CO INC |
| **Performing Elevator Agency:** 412001 | | | | |
| 1P27238 | 09/12/2005 | CATEGORY 1 (1YR) | SATISFACTORY | P.S. MARCATO ELEV. CO INC |
| **Performing Elevator Agency:** 412001 | | | | |
| 1P27238 | 03/11/2006 | CATEGORY 1 (1YR) | SATISFACTORY | P.S. MARCATO ELEV. CO INC |
| **Performing Elevator Agency:** 412001 | | | | |
| 1P27238 | 09/13/2007 | CATEGORY 1 (1YR) | SATISFACTORY | P.S. MARCATO ELEV. CO INC |
| **Performing Elevator Agency:** 412001 | | | | |
| 1P27238 | 06/18/2008 | CATEGORY 1 (1YR) | SATISFACTORY | P.S. MARCATO ELEV. CO INC |
| **Performing Elevator Agency:** 412001 | | | | |

1P27238 07/14/2009 CATEGORY 1 (1YR) UNSATISFACTORY JOHN A. VAN DEUSEN & ASSO
**Performing Elevator Agency:** 307001
1P27238 09/14/2009 CATEGORY 1 (1YR) SATISFACTORY P.S. MARCATO ELEV. CO INC
**Performing Elevator Agency:** 412001
1P27238 03/26/2010 CATEGORY 1 (1YR) SATISFACTORY JOHN A. VAN DEUSEN & ASSO
**Performing Elevator Agency:** 307001
1P27238 06/10/2011 CATEGORY 1 (1YR) UNSATISFACTORY P.S. MARCATO ELEV. CO INC
**Performing Elevator Agency:** 412001
1P27238 07/05/2011 CATEGORY 1 (1YR) ACCEPTED - CORRECTION P.S. MARCATO ELEV. CO INC
**Performing Elevator Agency:** 412001
1P27238 09/26/2012 CATEGORY 1 (1YR) ACCEPTED - SATISFACTORY P.S. MARCATO ELEV. CO INC
**Performing Elevator Agency:** 412001 **Witnessing Elevator Agency:** 307001
1P27238 06/19/2013 CATEGORY 1 (1YR) ACCEPTED - UNSATISFACTORY P.S. MARCATO ELEV. CO INC
**Performing Elevator Agency:** 412001 **Witnessing Elevator Agency:** 307001
1P27238 09/10/2013 CATEGORY 1 (1YR) ACCEPTED - CORRECTION P.S. MARCATO ELEV. CO INC
**Remarks:** 2013 AOC
**Performing Elevator Agency:** 412001
1P27238 06/17/2003 2 YEAR SATISFACTORY P.S. MARCATO ELEV. CO INC
**Performing Elevator Agency:** 412001
1P27238 10/07/2005 2 YEAR SATISFACTORY P.S. MARCATO ELEV. CO INC
**Performing Elevator Agency:** 412001
1P27238 08/23/2007 2 YEAR SATISFACTORY ETA OF NEW YORK, INC
**Performing Elevator Agency:** 498001
1P27238 09/19/2002 CATEGORY 5 (5YR) SATISFACTORY P.S. MARCATO ELEV. CO INC
**Performing Elevator Agency:** 412001
1P27238 10/24/2007 CATEGORY 5 (5YR) SATISFACTORY ETA OF NEW YORK, INC
**Performing Elevator Agency:** 498001
1P27238 09/26/2012 CATEGORY 5 (5YR) SATISFACTORY P.S. MARCATO ELEV. CO INC
**Performing Elevator Agency:** 412001
1P27238 11/02/2010 AFFIRMATION OF CORRECTION ACCEPTED - APPROVED P.S. MARCATO ELEV. CO INC
**Violation Number:** 091610E9027/351840
**Performing Elevator Agency:** 412001
1P27238 09/29/2011 AFFIRMATION OF CORRECTION ACCEPTED - APPROVED P.S. MARCATO ELEV. CO INC
**Violation Number:** 080111E9027/391455
**Performing Elevator Agency:** 412001
1P27238 03/28/2013 AFFIRMATION OF CORRECTION ACCEPTED - APPROVED P.S. MARCATO ELEV. CO INC
**Violation Number:** 022813E9027/443889
**Performing Elevator Agency:** 412001
1P27239 11/03/2000 SPECIAL FINAL ISSUED BADGE: 0641
1P27239 11/30/2004 SPECIAL FINAL ISSUED BADGE: 1979
1P27239 02/06/1989 ROUTINE NO VIOLATION BADGE: 1105
1P27239 05/05/2000 ROUTINE NO VIOLATION BADGE: 9013
1P27239 06/19/2001 ROUTINE NO VIOLATION BADGE: 0376
1P27239 07/02/2002 ROUTINE NO VIOLATION BADGE: 9013
1P27239 07/18/2003 ROUTINE NO VIOLATION BADGE: 9011
1P27239 06/25/2004 ROUTINE NO VIOLATION BADGE: 9444
1P27239 07/12/2006 ROUTINE DEFECT FOUND BADGE: 9011
1P27239 07/27/2007 ROUTINE NO VIOLATION BADGE: 9011

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## Elevator Inspections



Premises: 860 UNITED NATIONS PLAZA MANHATTAN BIN: [redacted] Block: 1360 Lot: 1

| DEVICE NUMBER | INSPECT DATE | INSP TYPE | INSPECTION DISPOSITION | INSPECTED BY |
|---|---|---|---|---|
| 1P27239 | 06/04/2008 | ROUTINE | NO VIOLATION | BADGE: 9011 |
| 1P27239 | 10/01/2009 | ROUTINE | DEFECT FOUND | BADGE: 9011 |
| 1P27239 | 09/16/2010 | ROUTINE | DEFECT FOUND | BADGE: 9027 |
| 1P27239 | 08/01/2011 | ROUTINE | DEFECT FOUND | BADGE: 9027 |
| 1P27239 | 12/11/2012 | ROUTINE | NO VIOLATION | BADGE: 9028 |
| 1P27239 | 02/28/2013 | ROUTINE | DEFECT FOUND | BADGE: 9027 |
| 1P27239 | 03/23/1999 | CATEGORY 1 (1YR) | SATISFACTORY | LANDMARK ELEV CONSULTANTS |
| **Performing Elevator Agency:** 411001 | | | | |
| 1P27239 | 06/01/2000 | CATEGORY 1 (1YR) | SATISFACTORY | P.S. MARCATO ELEV. CO INC |
| **Performing Elevator Agency:** 412001 | | | | |
| 1P27239 | 08/06/2001 | CATEGORY 1 (1YR) | SATISFACTORY | P.S. MARCATO ELEV. CO INC |
| **Performing Elevator Agency:** 412001 | | | | |
| 1P27239 | 08/06/2001 | CATEGORY 1 (1YR) | SATISFACTORY | P.S. MARCATO ELEV. CO INC |
| **Performing Elevator Agency:** 412001 | | | | |
| 1P27239 | 08/19/2002 | CATEGORY 1 (1YR) | SATISFACTORY | P.S. MARCATO ELEV. CO INC |
| **Performing Elevator Agency:** 412001 | | | | |
| 1P27239 | 06/17/2003 | CATEGORY 1 (1YR) | SATISFACTORY | P.S. MARCATO ELEV. CO INC |
| **Performing Elevator Agency:** 412001 | | | | |
| 1P27239 | 09/14/2004 | CATEGORY 1 (1YR) | SATISFACTORY | P.S. MARCATO ELEV. CO INC |
| **Performing Elevator Agency:** 412001 | | | | |
| 1P27239 | 09/12/2005 | CATEGORY 1 (1YR) | SATISFACTORY | P.S. MARCATO ELEV. CO INC |
| **Performing Elevator Agency:** 412001 | | | | |
| 1P27239 | 03/11/2006 | CATEGORY 1 (1YR) | SATISFACTORY | P.S. MARCATO ELEV. CO INC |
| **Performing Elevator Agency:** 412001 | | | | |
| 1P27239 | 09/13/2007 | CATEGORY 1 (1YR) | SATISFACTORY | P.S. MARCATO ELEV. CO INC |
| **Performing Elevator Agency:** 412001 | | | | |
| 1P27239 | 06/18/2008 | CATEGORY 1 (1YR) | SATISFACTORY | P.S. MARCATO ELEV. CO INC |
| **Performing Elevator Agency:** 412001 | | | | |
| 1P27239 | 07/14/2009 | CATEGORY 1 (1YR) | UNSATISFACTORY | JOHN A. VAN DEUSEN & ASSO |
| **Performing Elevator Agency:** 307001 | | | | |
| 1P27239 | 09/14/2009 | CATEGORY 1 (1YR) | SATISFACTORY | P.S. MARCATO ELEV. CO INC |
| **Performing Elevator Agency:** 412001 | | | | |
| 1P27239 | 03/26/2010 | CATEGORY 1 (1YR) | SATISFACTORY | JOHN A. VAN DEUSEN & ASSO |
| **Performing Elevator Agency:** 307001 | | | | |

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## Elevator Inspections



Premises: 860 UNITED NATIONS PLAZA MANHATTAN BIN: [redacted] Block: 1360 Lot: 1

| DEVICE NUMBER | INSPECT DATE | INSP TYPE | INSPECTION DISPOSITION | INSPECTED BY |
|---|---|---|---|---|
| 1P27240 | 09/16/2010 | ROUTINE | DEFECT FOUND | BADGE: 9027 |
| 1P27240 | 08/01/2011 | ROUTINE | DEFECT FOUND | BADGE: 9027 |
| 1P27240 | 12/11/2012 | ROUTINE | NO VIOLATION | BADGE: 9028 |
| 1P27240 | 02/28/2013 | ROUTINE | DEFECT FOUND | BADGE: 9027 |
| 1P27240 | 02/10/2006 | VIOLATION REINSPECTION | NO VIOLATION | BADGE: 1225 |
| 1P27240 | 07/11/1988 | CATEGORY 1 (1YR) | SATISFACTORY | CENTRAL ELEVATOR.INC |
| **Performing Elevator Agency:** 030001 | | | | |
| 1P27240 | 03/23/1999 | CATEGORY 1 (1YR) | SATISFACTORY | LANDMARK ELEV CONSULTANTS |
| **Performing Elevator Agency:** 411001 | | | | |
| 1P27240 | 06/01/2000 | CATEGORY 1 (1YR) | SATISFACTORY | P.S. MARCATO ELEV. CO INC |
| **Performing Elevator Agency:** 412001 | | | | |
| 1P27240 | 08/06/2001 | CATEGORY 1 (1YR) | SATISFACTORY | P.S. MARCATO ELEV. CO INC |
| **Performing Elevator Agency:** 412001 | | | | |
| 1P27240 | 08/06/2001 | CATEGORY 1 (1YR) | SATISFACTORY | P.S. MARCATO ELEV. CO INC |
| **Performing Elevator Agency:** 412001 | | | | |
| 1P27240 | 08/19/2002 | CATEGORY 1 (1YR) | SATISFACTORY | P.S. MARCATO ELEV. CO INC |
| **Performing Elevator Agency:** 412001 | | | | |
| 1P27240 | 06/17/2003 | CATEGORY 1 (1YR) | SATISFACTORY | P.S. MARCATO ELEV. CO INC |
| **Performing Elevator Agency:** 412001 | | | | |
| 1P27240 | 09/14/2004 | CATEGORY 1 (1YR) | SATISFACTORY | P.S. MARCATO ELEV. CO INC |
| **Performing Elevator Agency:** 412001 | | | | |
| 1P27240 | 09/12/2005 | CATEGORY 1 (1YR) | SATISFACTORY | P.S. MARCATO ELEV. CO INC |
| **Performing Elevator Agency:** 412001 | | | | |
| 1P27240 | 03/11/2006 | CATEGORY 1 (1YR) | SATISFACTORY | P.S. MARCATO ELEV. CO INC |
| **Performing Elevator Agency:** 412001 | | | | |
| 1P27240 | 09/13/2007 | CATEGORY 1 (1YR) | SATISFACTORY | P.S. MARCATO ELEV. CO INC |
| **Performing Elevator Agency:** 412001 | | | | |
| 1P27240 | 06/18/2008 | CATEGORY 1 (1YR) | SATISFACTORY | P.S. MARCATO ELEV. CO INC |
| **Performing Elevator Agency:** 412001 | | | | |
| 1P27240 | 07/14/2009 | CATEGORY 1 (1YR) | UNSATISFACTORY | JOHN A. VAN DEUSEN & ASSO |
| **Performing Elevator Agency:** 307001 | | | | |
| 1P27240 | 09/14/2009 | CATEGORY 1 (1YR) | SATISFACTORY | P.S. MARCATO ELEV. CO INC |
| **Performing Elevator Agency:** 412001 | | | | |
| 1P27240 | 03/26/2010 | CATEGORY 1 (1YR) | SATISFACTORY | JOHN A. VAN DEUSEN & ASSO |
| **Performing Elevator Agency:** 307001 | | | | |
| 1P27240 | 06/10/2011 | CATEGORY 1 (1YR) | UNSATISFACTORY | P.S. MARCATO ELEV. CO INC |
| **Performing Elevator Agency:** 412001 | | | | |

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# APPENDIX L
## List of NYC Department of Buildings Alterations

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## Permits In-Process / Issued by Premises



Premises: 860 UNITED NATIONS PLAZA MANHATTAN BIN: [redacted] Block: 1360 Lot: 1

| NUMBER | JOB TYPE | SEQ NO | ISSUED DATE | EXPIRATION DATE | STATUS | APPLICANT NAME |
|---|---|---|---|---|---|---|
| 100066848-02-EWOT | A2 - ALT2 | 01 | 07/03/1990 | 01/01/1991 | ISSUED | KOVEN JAY |
| 100066848-01-EWMH | A2 - ALT2 | 01 | 07/03/1990 | 01/01/1991 | ISSUED | KOVEN JAY |
| 1P0000781-01- | | 01 | 04/11/1990 | 04/07/1991 | ISSUED | FARREL JAMES |
| - | | | | | ISSUED | |

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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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## Permits In-Process / Issued by Premises



Premises: 860 UNITED NATIONS PLAZA MANHATTAN BIN: [redacted] Block: 1360 Lot: 1

| NUMBER | JOB TYPE | SEQ NO | ISSUED DATE | EXPIRATION DATE | STATUS | APPLICANT NAME |
|---|---|---|---|---|---|---|
| 102975158-02-EW MH | A2 - ALT2 | 01 | 08/13/2001 | 04/01/2002 | ISSUED | BRUNSTIN DANNY |
| 102975158-01-EW OT | A2 - ALT2 | 01 | 08/13/2001 | 04/01/2002 | ISSUED | BRUNSTIN DANNY |
| 102975130-01-EW SP | A2 - ALT2 | 01 | 01/10/2002 | 01/10/2003 | ISSUED | GUINTA CARL |
| 102961412-01-SG | SG - SIGN | 01 | 11/07/2001 | 07/29/2002 | ISSUED | PERAS MICHAEL |
| 102958211-01-EW OT | A2 - ALT2 | 01 | 02/21/2001 | 04/01/2002 | ISSUED | WOLF RICHARD |
| 102704272-01-EW OT | A2 - ALT2 | 01 | 06/19/2000 | 03/01/2001 | ISSUED | GOLD DONALD |
| 102680804-03-EW OT | A2 - ALT2 | 01 | 07/07/2000 | 10/01/2000 | ISSUED | SAWACH WILLIAM |
| 102680804-02-PL | A2 - ALT2 | 01 | 02/09/2001 | 02/09/2002 | ISSUED | LEVINE GEORGE |
| 102680804-02-EW MH | A2 - ALT2 | 01 | 07/07/2000 | 10/01/2000 | ISSUED | SAWACH WILLIAM |
| 102680804-01-EW OT | A2 - ALT2 | 01 | 07/07/2000 | 10/01/2000 | ISSUED | SAWACH WILLIAM |
| 102680788-01-EW SP | A2 - ALT2 | 01 | 05/23/2002 | 05/23/2003 | ISSUED | BOWE TIMOTHY |
| 102590242-01-EW OT | A2 - ALT2 | 02 | 05/20/2002 | 03/01/2003 | ISSUED | BITONTI FRANK |
| 102590233-01-EW OT | A2 - ALT2 | 02 | 05/20/2002 | 03/01/2003 | ISSUED | BITONTI FRANK |
| 102520826-01-EW OT | A2 - ALT2 | 01 | 04/05/2001 | 04/01/2002 | ISSUED | FLAMIO GERALD |
| 102499155-02-PL | A2 - ALT2 | 01 | 05/15/2001 | 05/15/2002 | ISSUED | ZERBO VINCENT |
| 102499155-01-EW OT | A2 - ALT2 | 01 | 03/08/2001 | 04/01/2002 | ISSUED | FLAMIO GERALD |
| 102450866-02-EW MH | A2 - ALT2 | 01 | 09/28/1999 | 04/01/2000 | ISSUED | FLAMIO GERALD |
| 102450866-01-EW OT | A2 - ALT2 | 01 | 09/28/1999 | 04/01/2000 | ISSUED | FLAMIO GERALD |
| 102208996-02-EW MH | A2 - ALT2 | 01 | 07/15/1999 | 04/01/2000 | ISSUED | FLAMIO GERALD |
| 102208996-01-EW OT | A2 - ALT2 | 01 | 07/15/1999 | 04/01/2000 | ISSUED | FLAMIO GERALD |
| 102102181-01-EW MH | A2 - ALT2 | 01 | 03/02/1999 | 04/01/1999 | ISSUED | MONOS JR PETER |
| 102073220-02-PL | A2 - ALT2 | 01 | 10/13/1998 | 10/13/1999 | ISSUED | LEVINE GEORGE |
| 102073220-02-EW MH | A2 - ALT2 | 01 | 09/18/1998 | 08/04/1999 | ISSUED | PHILLIPS TODD |
| 102073220-01-EW OT | A2 - ALT2 | 01 | 09/18/1998 | 08/04/1999 | ISSUED | PHILLIPS TODD |
| 101950382-01-EW SP | A2 - ALT2 | 01 | 12/15/1998 | 12/15/1999 | ISSUED | ABBATE ROCCO |
| 101903834-01-EW OT | A2 - ALT2 | 02 | 08/11/1998 | 08/04/1999 | ISSUED | PHILIPS TODD |
| 101838816-01-EW SP | A2 - ALT2 | 01 | 07/18/1997 | 07/18/1998 | ISSUED | GUINTA CARL |
| 101807788-01-PL | A2 - ALT2 | 01 | 04/24/2001 | 04/24/2002 | ISSUED | JENNINGS JIM |
| 101807788-01-EW OT | A2 - ALT2 | 02 | 06/27/2000 | 06/02/2001 | REISSUED | POLUMBO RANDY |
| 101749805-01-PL | A2 - ALT2 | 01 | 08/20/1998 | 08/20/1999 | ISSUED | LEVINE GEORGE |
| 101749805-01-EW OT | A2 - ALT2 | 01 | 03/31/1998 | 10/26/1998 | ISSUED | ROBBINS RICHARD |
| 101737916-01-EW OT | A2 - ALT2 | 01 | 04/08/1998 | 10/01/1998 | ISSUED | RULLAN CHARLES |
| 101542252-01-EW OT | A2 - ALT2 | 01 | 07/02/1997 | 02/27/1998 | ISSUED | SHERWOOD GARY |
| 101538980-01-EW MH | A2 - ALT2 | 01 | 11/19/1996 | 10/01/1997 | ISSUED | SCHIAVONE PHIL |
| 101538980-01-EW OT | A2 - ALT2 | 01 | 11/19/1996 | 10/01/1997 | ISSUED | SCHIAVONE PHIL |
| 101503641-01-EW OT | A2 - ALT2 | 02 | 11/17/1997 | 10/01/1998 | ISSUED | SCHIAVONE PHIL |
| 101503641-01-EW MH | A2 - ALT2 | 02 | 11/17/1997 | 10/01/1998 | ISSUED | SCHIAVONE PHIL |
| 101342968-02-PL | A2 - ALT2 | 01 | 08/14/1996 | 02/02/1997 | ISSUED | LEVINE GEORGE |
| 101342968-02-EW MH | A2 - ALT2 | 01 | 07/11/1996 | 04/01/1997 | ISSUED | BENNETT WILLIAM |

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## Permits In-Process / Issued by Premises



Premises: 860 UNITED NATIONS PLAZA MANHATTAN BIN: [redacted] Block: 1360 Lot: 1

| NUMBER | JOB TYPE | SEQ NO | ISSUED DATE | EXPIRATION DATE | STATUS | APPLICANT NAME |
|---|---|---|---|---|---|---|
| 121755840-02-EWMH | A2 - ALT2 | 02 | 08/29/2013 | 08/29/2014 | ISSUED | TIGRI ANTHONY |
| 121755840-01-EWOT | A2 - ALT2 | 02 | 08/29/2013 | 08/29/2014 | ISSUED | TIGRI ANTHONY |
| 121754253-01-EWSP | A2 - ALT2 | 01 | 10/29/2013 | 10/29/2014 | ISSUED | BOWE TIMOTHY |
| 121682642-01-EWSP | A2 - ALT2 | 01 | 06/21/2013 | 06/21/2014 | ISSUED | GUINTA CARL |
| 121681037-02-PL | A2 - ALT2 | 01 | 07/05/2013 | 07/05/2014 | ISSUED | LEVINE LAWRENCE |
| 121681037-02-EWMH | A2 - ALT2 | 01 | 06/13/2013 | 09/30/2013 | ISSUED | GALLIN MICHEAL |
| 121681037-01-EWOT | A2 - ALT2 | 01 | 06/13/2013 | 09/30/2013 | ISSUED | GALLIN MICHEAL |
| 121554736-01-PL | A2 - ALT2 | 01 | 05/15/2013 | 05/15/2014 | ISSUED | BAUER BRUCE |
| 121554736-01-EWOT | A2 - ALT2 | 01 | 03/27/2013 | 01/22/2014 | ISSUED | FLAMIO RICHARD |
| 121030302-01-PL | A2 - ALT2 | 01 | 04/11/2012 | 04/11/2013 | ISSUED | LEVINE LAWRENCE |
| 121024630-02-PL | A2 - ALT2 | 01 | 07/03/2012 | 07/03/2013 | ISSUED | CARBONE SR MICHAE |
| 121024630-02-EWMH | A2 - ALT2 | 01 | 05/16/2012 | 12/31/2012 | ISSUED | KAMURA HITOSHI |
| 121024630-01-EWOT | A2 - ALT2 | 01 | 05/16/2012 | 12/31/2012 | ISSUED | KAMURA HITOSHI |
| 120380293-02-PL | A2 - ALT2 | 01 | 07/19/2010 | 07/19/2011 | ISSUED | LEVINE LAWRENCE |
| 120380293-02-EWMH | A2 - ALT2 | 01 | 06/21/2010 | 09/30/2010 | ISSUED | GALLIN JR THOMAS |
| 120380293-01-EWOT | A2 - ALT2 | 01 | 06/21/2010 | 09/30/2010 | ISSUED | GALLIN JR THOMAS |
| 120122063-01-EWSP | A2 - ALT2 | 01 | 09/15/2009 | 09/15/2010 | ISSUED | GUINTA CARL |
| 120120332-02-EWMH | A2 - ALT2 | 01 | 08/07/2009 | 04/01/2010 | ISSUED | CONWAY JIM |
| 120120332-01-EWOT | A2 - ALT2 | 01 | 08/07/2009 | 04/01/2010 | ISSUED | CONWAY JIM |
| 120040561-01-EQSH | A3 - ALT3 | 01 | 05/18/2009 | 12/28/2009 | ISSUED | SIWIEC MICHAEL |
| 120032945-01-EWSP | A2 - ALT2 | 01 | 08/26/2009 | 08/26/2010 | ISSUED | GUINTA CARL |
| 120031839-01-EWOT | A2 - ALT2 | 01 | 05/12/2009 | 04/01/2010 | ISSUED | CONWAY JIM |
| 110440568-02-EWOT | A2 - ALT2 | 01 | 03/18/2009 | 05/24/2009 | ISSUED | SCHNELLBACHER ERI |
| 110440568-01-EWOT | A2 - ALT2 | 01 | 03/18/2009 | 05/24/2009 | ISSUED | SCHNELLBACHER ERI |
| 110428494-02-PL | A2 - ALT2 | 01 | 01/22/2009 | 01/22/2010 | ISSUED | LEVINE LAWRENCE |
| 110428494-02-EWMH | A2 - ALT2 | 01 | 01/09/2009 | 03/31/2009 | ISSUED | WHITE JOHN |
| 110428494-01-EWOT | A2 - ALT2 | 01 | 01/09/2009 | 03/31/2009 | ISSUED | WHITE JOHN |
| 110428421-01-EWSP | A2 - ALT2 | 01 | 03/04/2009 | 03/04/2010 | ISSUED | GUINTA CARL |
| 110344878-02-PL | A2 - ALT2 | 01 | 10/27/2008 | 10/27/2009 | ISSUED | LEVINE LAWRENCE |
| 110344878-02-EWMH | A2 - ALT2 | 02 | 03/27/2009 | 03/31/2010 | ISSUED | WHITE JOHN |
| 110344878-01-EWOT | A2 - ALT2 | 02 | 03/27/2009 | 03/31/2010 | ISSUED | WHITE JOHN |
| 110344869-02-PL | A2 - ALT2 | 01 | 10/22/2008 | 10/22/2009 | ISSUED | BRESLAW RICHARD |
| 110344869-02-EWMH | A2 - ALT2 | 01 | 10/01/2008 | 03/31/2009 | ISSUED | WHITE JOHN |
| 110344869-01-EWOT | A2 - ALT2 | 01 | 10/01/2008 | 03/31/2009 | REISSUED | WHITE JOHN |
| 110344556-01-EWSP | A2 - ALT2 | 01 | 07/31/2009 | 07/31/2010 | ISSUED | ABBATE ROCCO |
| 110250442-01-EWSP | A2 - ALT2 | 01 | 11/13/2008 | 11/13/2009 | ISSUED | BOWER JOHN |
| 110226112-03-PL | A2 - ALT2 | 02 | 04/21/2010 | 04/21/2011 | ISSUED | UGARKOVIC ZELJAN |
| 110226112-02-EWOT | A2 - ALT2 | 01 | 03/18/2009 | 05/24/2009 | ISSUED | SCHNELLBACHER ERI |
| 110226112-01-EWOT | A2 - ALT2 | 03 | 06/25/2010 | 05/24/2011 | ISSUED | SENDON VALERIANO |

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[redacted]

[redacted]

[redacted]

MIDTOWN PRESERVATION
ARCHITECTURE & ENGINEERING, P.C.

# 860/870 UN Plaza, Manhattan, NY 10017

Cycle 7 Report

REPORT ON A CRITICAL EXAMINATION OF EXTERIOR BUILDING WALLS AND APPURTENANCES THEREOF, IN COMPLIANCE WITH THE REQUIREMENTS OF ***SECTION 28-302.1*** OF THE ADMINISTRATIVE CODE OF THE CITY OF NEW YORK (LOCAL LAW 38 OF 2007), AND AMENDED RULE RCNY 32-03 OF THE DEPARTMENT OF BUILDINGS **CYCLE 7 FILING**, IN CONNECTION WITH THE BUILDING LOCATED AT:

## Executive Overview - Summary of Findings and Recommendations

For the purposes of this Cycle 7 filing the building is considered to be Safe. Overall the Building is relatively well maintained. Building ownership has been proactive toward exterior maintenance.

## A. Property Information

| | |
|---|---|
| **ADDRESS:** | 860/870 United Nations Plaza |
| **A.K.A. Address:** | 860 First Avenue<br>860-874 United Nations Plaza<br>860-874 First Avenue<br>401-429 East 48th Street<br>400-434 East 49th Street<br>418 East 49th Street |
| **BLOCK:** | 1360 |
| **LOT:** | 1 |
| **BIN #:** | [redacted] |
| **LL/11 CONTROL #:** | 704743 |
| **LANDMARK STATUS:** | None |
| **LOCATION:** | Southside of East 49th Street between First Avenue and FDR Drive |

68 WEST MAIN STREET • OYSTER BAY, N.Y. 11771 • (516) 922-6220 • (FAX) 922-6235
(E-mail) info@midtownpreservation.com

Nothing stated in this Report shall be interpreted as implying that the Architect/Engineer shall have any responsibility with regard to the adequacy, strength, condition or safety of any item constructed in any manner of glass.

**Acceptance of this Report**

The Owner, upon signing the Report shall be deemed to have read the complete Report including the attached Appendices and to have understood all of the recommendations and responsibilities stated herein. A copy of this Report shall be kept with the Owner for future use.

A copy of this Report has been given to the Owner as acknowledged by his/her signature prior to filing with the Building Department. Additionally, the Owner has been given a Photographic Record depicting certain conditions described herein. The Photographic Record is also a part of this submission to the Dept. of Buildings.

This Report was prepared under the direction of the undersigned. This Report is not intended for the definitive determination of causes of conditions noted herein. Nor shall the owner use this Report as a specification for repair work.

Upon acceptance, please return one signed copy of this Report with the TR-6.

OWNER'S SIGNATURE

EMMET HEGARTY
PRINT OWNER'S NAME

## O. Professional Seal and Signature with Date

Signature and Seal

REGISTERED ARCHITECT
DENNIS M. MELE
No. 18329
STATE OF NEW YORK

Dennis Mele, RA.

Date: 10/03/2011

**P. Appendices**

**Appendix #1** – Site & Plot Plan

**Appendix #2** – Photographic Record

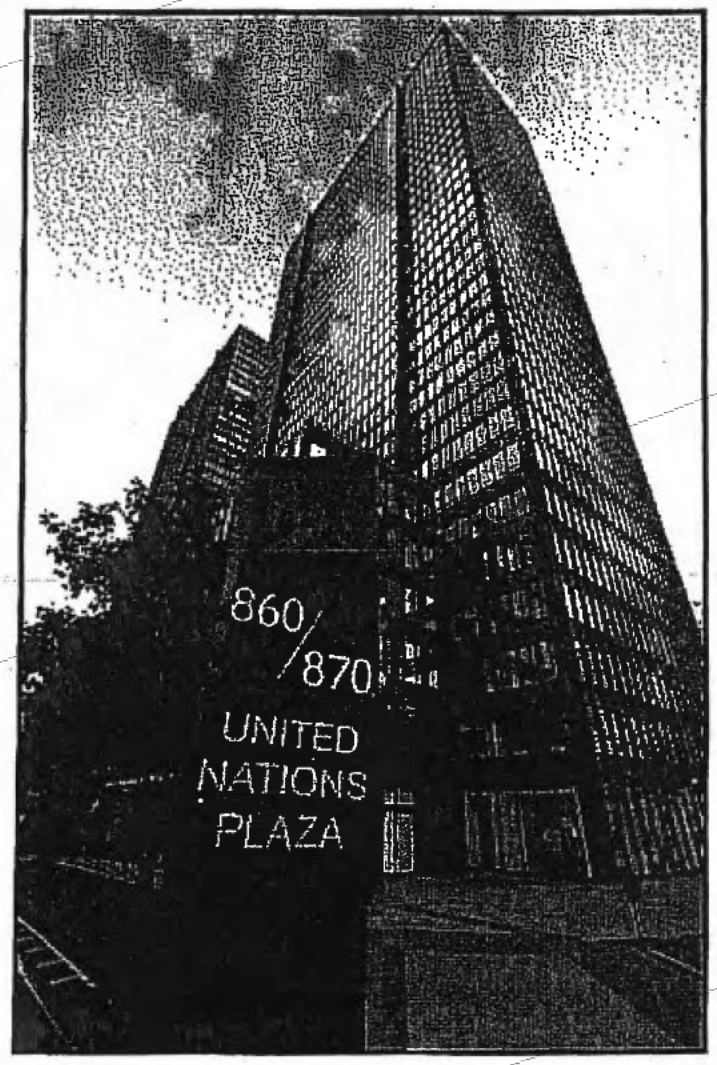
**Appendix #3** – BIS Property Profile Overview

**Appendix #4** – ECB Facade Violations Summary

**Appendix #5** – ECB Façade Violations Details

**Appendix #6** – BIS Document Overview for Façade-related alteration and Shed Applications

## Appendix#2
## Photographic Record




1. Building Entrance

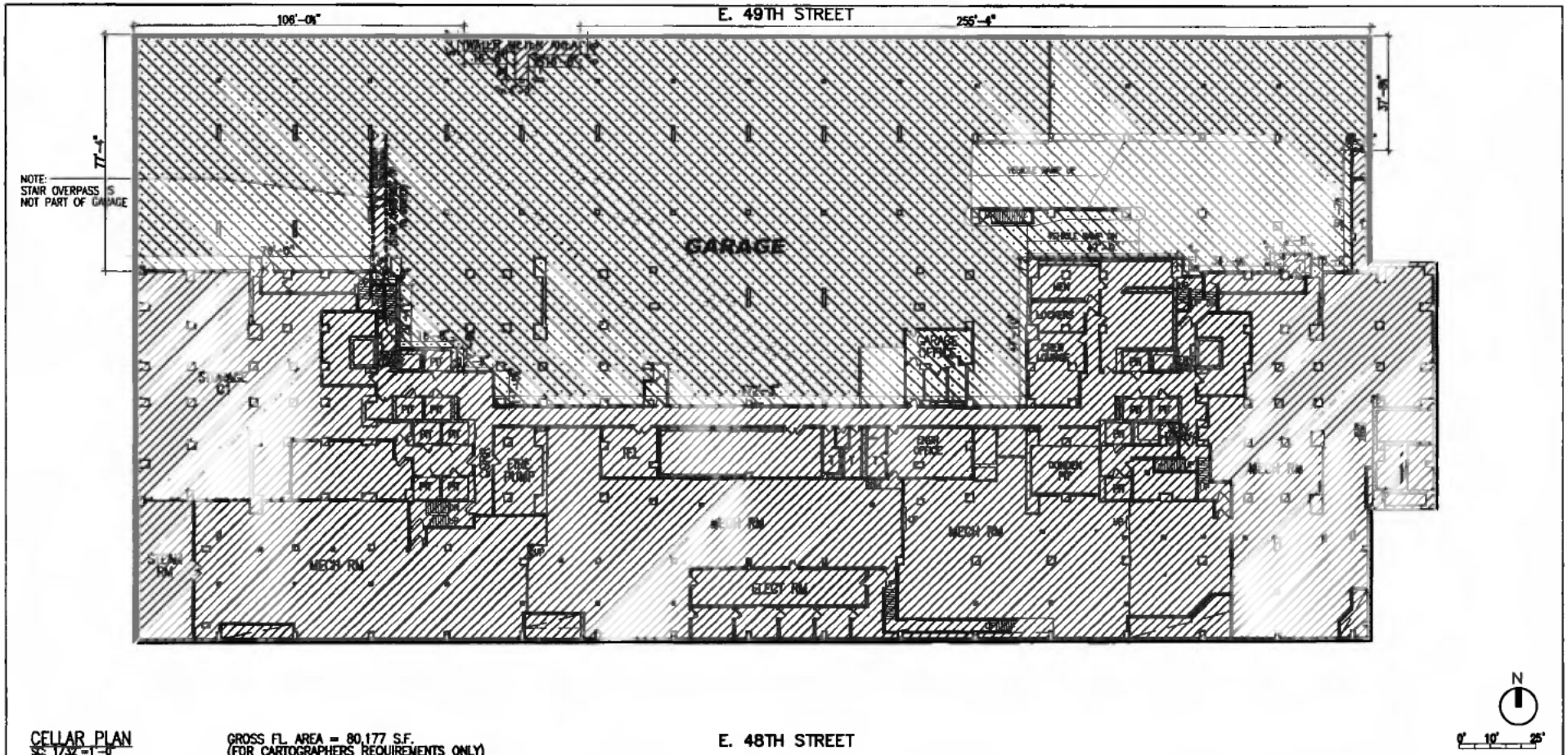
2. Overall View of South Elevation

3. Overall View of the North Elevation

# APPENDIX N
## Circulating Pump Schedule

| CIRCULATING PUMP SCHEDULE | | | |
|---|---|---|---|
| **Pump No.** | **Service** | **GPM** | **MHP** |
| P-1 | C.W. - River Water | 4200 | 125 |
| P-2 | C.W. - River Water | 4200 | 125 |
| P-3 | C.W. - River Water | 4200 | 125 |
| P-4 | Chilled Water | 3200 | 200 |
| P-5 | Chilled Water | 3200 | 200 |
| P-6 | FUT W STANDBY | - | - |
| P-7 | Back Wash - river water | 100 | 7 1/2 |
| P-8 | Back Wash - river water | 100 | 7 1/2 |
| P-9 | River water | 200 | 7 1/2 |
| P-10 | River water | 200 | 7 1/2 |
| P-11 | River water | 200 | 7 1/2 |
| P-12 | River water | 200 | 7 1/2 |
| P-13 | Trash & River water | 200 | 5 |
| P-14 | Trash & River water | 200 | 5 |
| P-15 | Sodium Hypochlorite | 21 gph | 1/8 |
| P-16 | Sodium Hypochlorite | 21 gph | 1/8 |
| P-17 | Condensate | 50 | 3 |
| P-18 | Condensate | 50 | 3 |
| P-19 | Condensate | 50 | 3 |
| P-20 | Condensate | 50 | 3 |
| P-21 | 2 Pipe - S.W. | 540 | 25 |
| P-22 | 2 Pipe - S.W. | 635 | 25 |
| P-23 | FUT 2 PIPES STANDBY | - | - |
| P-24 | H. W. Heating | 100 | 7 1/2 |
| P-25 | H. W. Heating | 100 | 7 1/2 |
| P-26 | Future - R. H. Coils | 280 | 7 1/2 |
| P-27 | Future - R. H. Coils | 280 | 7 1/2 |
| CP-1 | Condensate | 18 | 1/2 |
| CP-2 | " | 18 | 1/2 |
| CP-3 | " | 21 | 1/2 |
| CP-4 | " | 32 | 3/4 |

# FLOOR PLANS




CELLAR PLAN
SC: 1/32"=1'-0"

GROSS FL. AREA = 80,177 S.F.
(FOR CARTOGRAPHERS REQUIREMENTS ONLY)

DIMENSIONS INDICATED ON FLOOR PLANS ARE APPROXIMATE

GENERAL COMMON ELEMENT

GARAGE UNIT
TAX LOT 1001
39,567 SF

**DIMENSIONS OF UNITS:**

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 SUCH 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 SUB-FLOORING MATERIALS) TO THE UNDERSIDE OF THE CEILING. ANY COMMON ELEMENTS LOCATED WITHIN OR APPURTENANT TO ANY UNIT SHALL NOT BE CONSIDERED AS PART OF THAT UNIT.

**DECLARANT:**

866 UN PLAZA PROPERTY LLC
C/O MEADOW PARTNERS LLC
130 EAST 59TH STREET
NEW YORK, NEW YORK 10022

STATE OF NEW YORK ,COUNTY OF NEW YORK

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK, AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATION AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

PETER F. FARINELLA
Architect

SWORN BEFORE ME THIS

__ DAY OF _____, 2014.

NOTARY PUBLIC

**TAX LOT CERTIFICATION**

THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE BLOCK MAP OF TAXES AND ASSESSMENTS OF THE REAL PROPERTY ASSESSMENT BUREAU OF THE CITY OF NEW YORK, BOROUGH OF MANHATTAN.

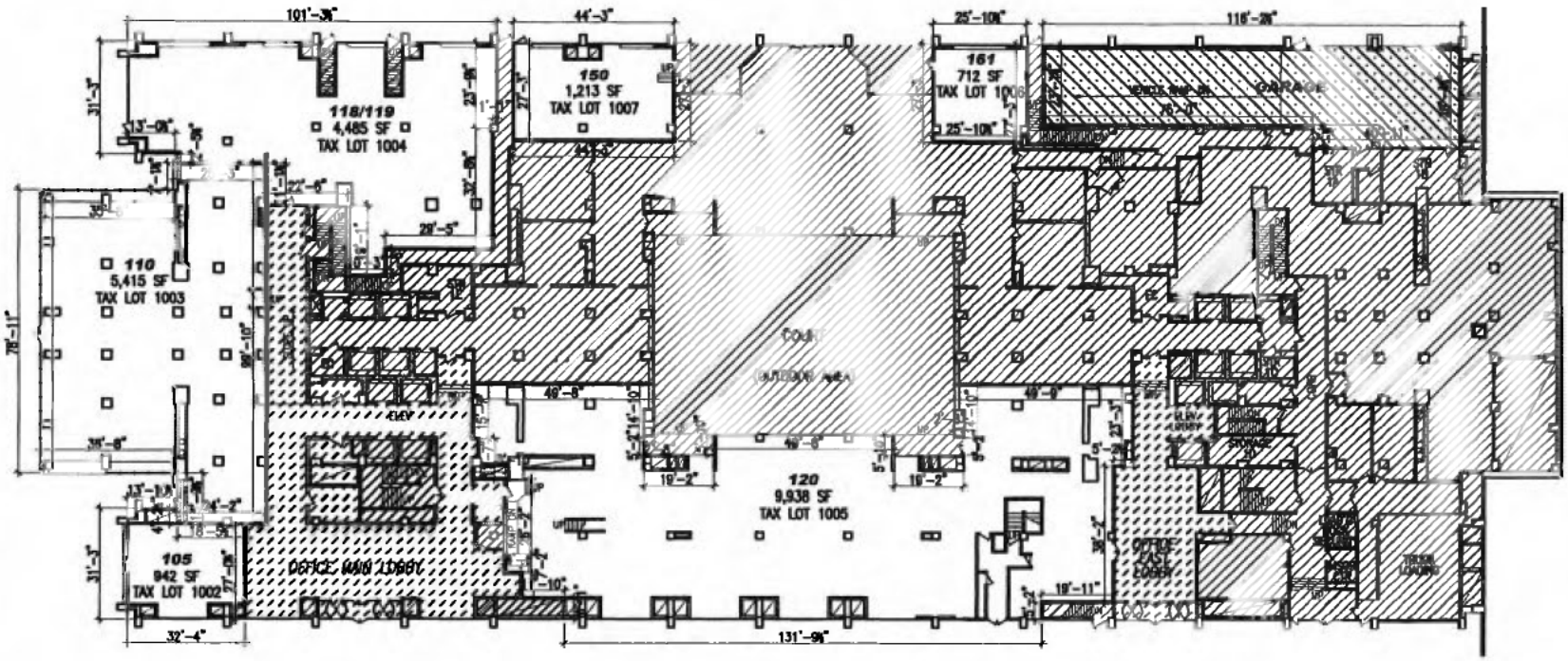
DATE: _____

CARTOGRAPHER

PRELIM.
2014.07.03

Peter F. Farinella Architect, PC / 70 Lafayette Street, New York, NY 10013 / (212) 349-8559

E. 49TH STREET




1ST FL. PLAN
SC: 1/32"=1'-0"

GROSS FL. AREA = 58,587 S.F.
(FOR CARTOGRAPHERS REQUIREMENTS ONLY)

E. 48TH STREET

N

0' 10' 25'

DIMENSIONS INDICATED ON FLOOR PLANS ARE APPROXIMATE

- GENERAL COMMON ELEMENT
- OFFICE COMMON ELEMENT 5,967 SF
- GARAGE UNIT TAX LOT 1001 2,915 SF
- UNIT

**DIMENSIONS OF UNITS:**

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 SUCH 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 SUB-FLOORING MATERIALS) TO THE UNDERSIDE OF THE CEILING. ANY COMMON ELEMENTS LOCATED WITHIN OR APPURTENANT TO ANY UNIT SHALL NOT BE CONSIDERED AS PART OF THAT UNIT.

**DECLARANT:**

868 UN PLAZA PROPERTY LLC
C/O MEADOW PARTNERS LLC
130 EAST 59TH STREET
NEW YORK, NEW YORK 10022

STATE OF NEW YORK ,COUNTY OF NEW YORK

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK, AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATION AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

PETER F. FARINELLA
Architect

SWORN BEFORE ME THIS

__ DAY OF _____, 2014.

NOTARY PUBLIC

**TAX LOT CERTIFICATION**

THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE BLOCK MAP OF TAXES AND ASSESSMENTS OF THE REAL PROPERTY ASSESSMENT BUREAU OF THE CITY OF NEW YORK, BOROUGH OF MANHATTAN.

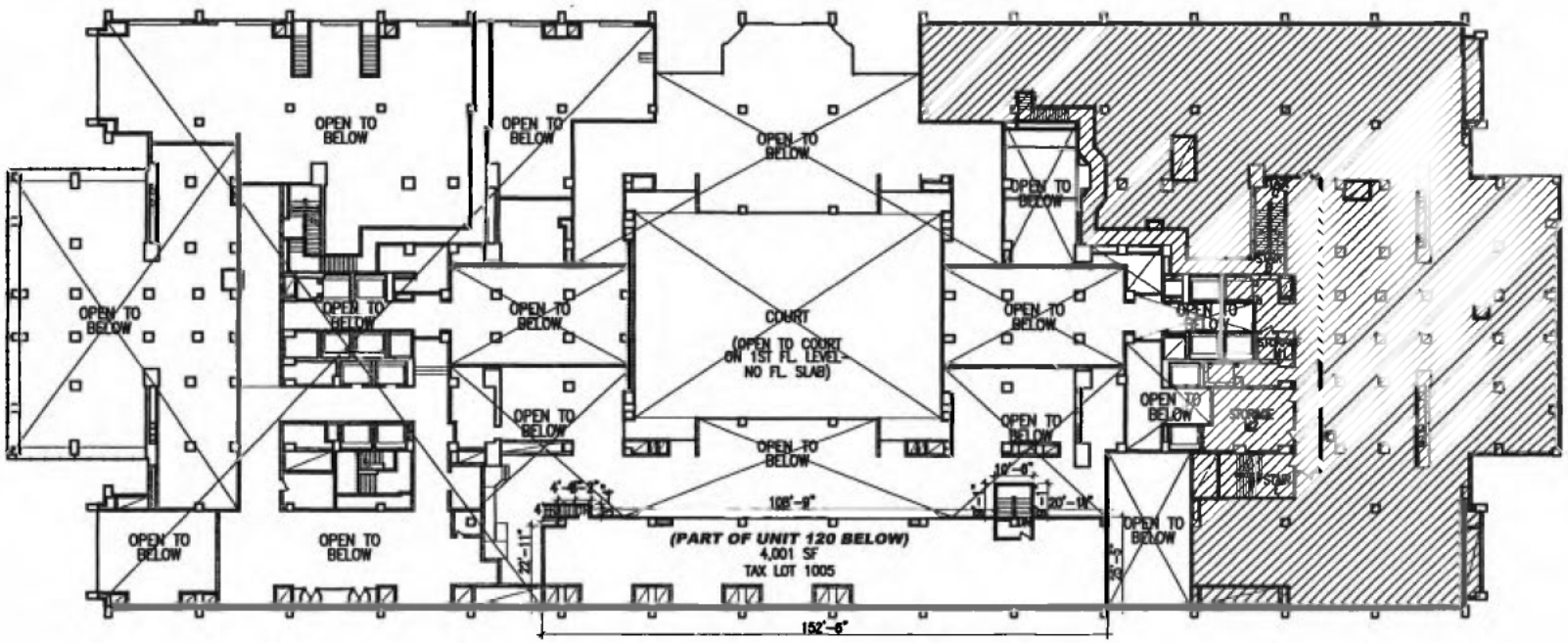
DATE: _____

CARTOGRAPHER

PRELIM.
2014.07.03

Peter F. Farinella Architect, PC / 70 Lafayette Street, New York, NY 10013 / (212) 349-8666

E. 49TH STREET




MEZZ. FL. PLAN
SC: 1/32"=1'-0"

GROSS FL. AREA = 20,893 S.F.
(FOR CARTOGRAPHERS REQUIREMENTS ONLY)

E. 48TH STREET

N

0' 10' 25'

DIMENSIONS INDICATED ON FLOOR PLANS ARE APPROXIMATE

GENERAL COMMON ELEMENT

UNIT

**DIMENSIONS OF UNITS:**

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 SUCH 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 SUB-FLOORING MATERIALS) TO THE UNDERSIDE OF THE CEILING. ANY COMMON ELEMENTS LOCATED WITHIN OR APPURTENANT TO ANY UNIT SHALL NOT BE CONSIDERED AS PART OF THAT UNIT.

**DECLARANT:**

666 UN PLAZA PROPERTY LLC
C/O MEADOW PARTNERS LLC
130 EAST 59TH STREET
NEW YORK, NEW YORK 10022

STATE OF NEW YORK ,COUNTY OF NEW YORK

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PETER F. FARINELLA
Architect

SWORN BEFORE ME THIS

__ DAY OF _____, 2014.

NOTARY PUBLIC

**TAX LOT CERTIFICATION**

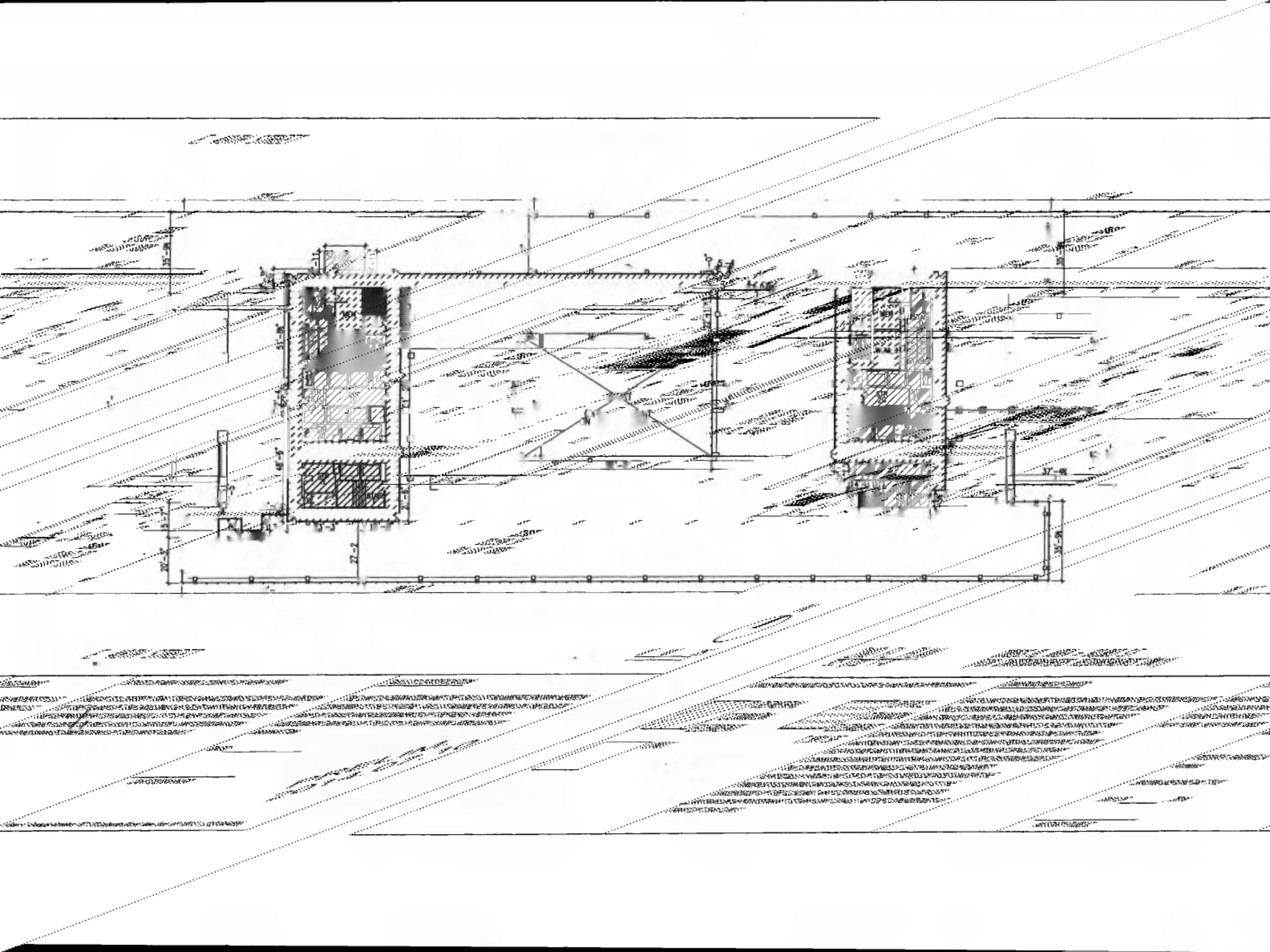
THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE BLOCK MAP OF TAXES AND ASSESSMENTS OF THE REAL PROPERTY ASSESSMENT BUREAU OF THE CITY OF NEW YORK, BOROUGH OF MANHATTAN.

DATE: _____

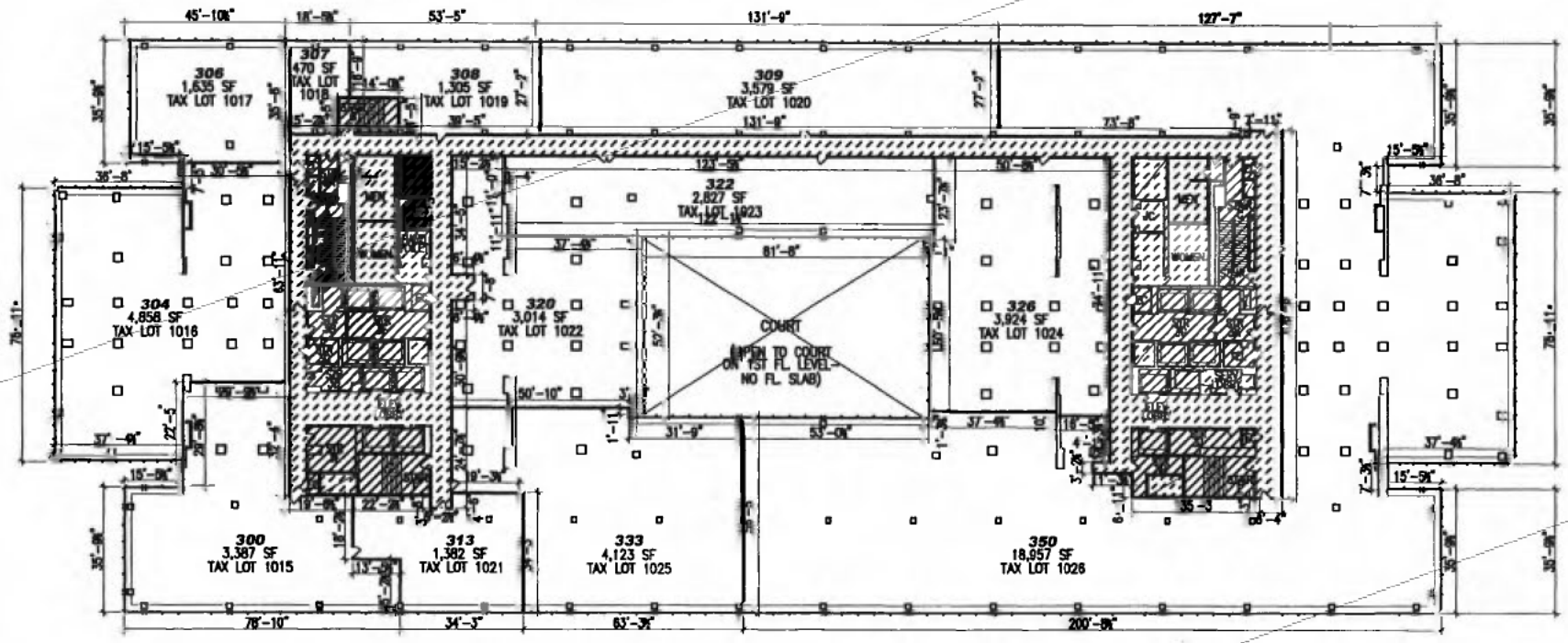
CARTOGRAPHER

PRELIM.
2014.07.03

Peter F. Farinella Architect, PC / 70 Lafayette Street, New York, NY 10013 / (212) 349-8566



E. 49TH STREET




E. 48TH STREET

3RD FL. PLAN
SCALE 1/32"=1'-0"

GROSS FL. AREA = 60,883 S.F.
(FOR CARTOGRAPHERS REQUIREMENTS ONLY)

DIMENSIONS INDICATED ON FLOOR PLANS ARE APPROXIMATE

GENERAL COMMON ELEMENT

OFFICE COMMON ELEMENT 7,314 SF

UNIT

DIMENSIONS OF UNITS:

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 SUCH 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 SUB-FLOORING MATERIALS) TO THE UNDERSIDE OF THE CEILING. ANY COMMON ELEMENTS LOCATED WITHIN OR APPURTENANT TO ANY UNIT SHALL NOT BE CONSIDERED AS PART OF THAT UNIT.

DECLARANT:

666 UN PLAZA PROPERTY LLC
C/O MEADOW PARTNERS LLC
130 EAST 59TH STREET
NEW YORK, NEW YORK 10022

STATE OF NEW YORK, COUNTY OF NEW YORK

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PETER F. FARINELLA
Architect

SWORN BEFORE ME THIS

__ DAY OF _____, 2014.

NOTARY PUBLIC

TAX LOT CERTIFICATION

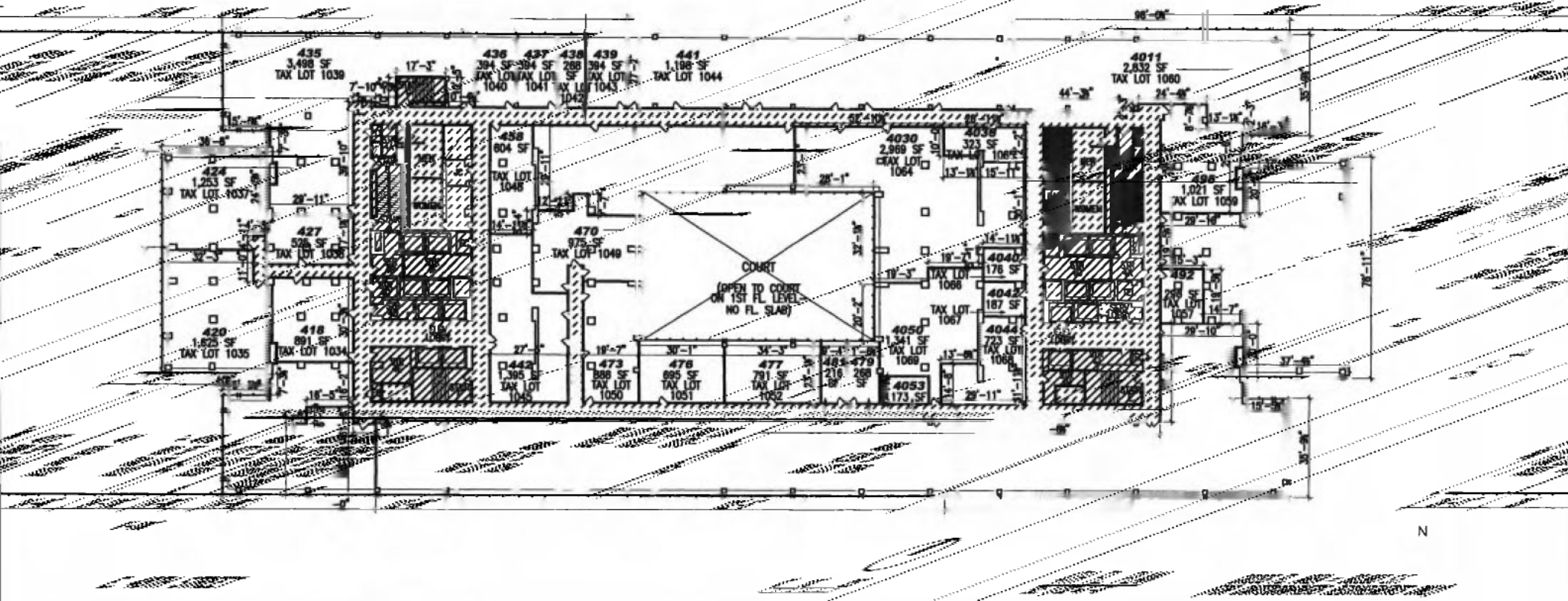
THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE BLOCK MAP OF TAXES AND ASSESSMENTS OF THE REAL PROPERTY ASSESSMENT BUREAU OF THE CITY OF NEW YORK, BOROUGH OF MANHATTAN.

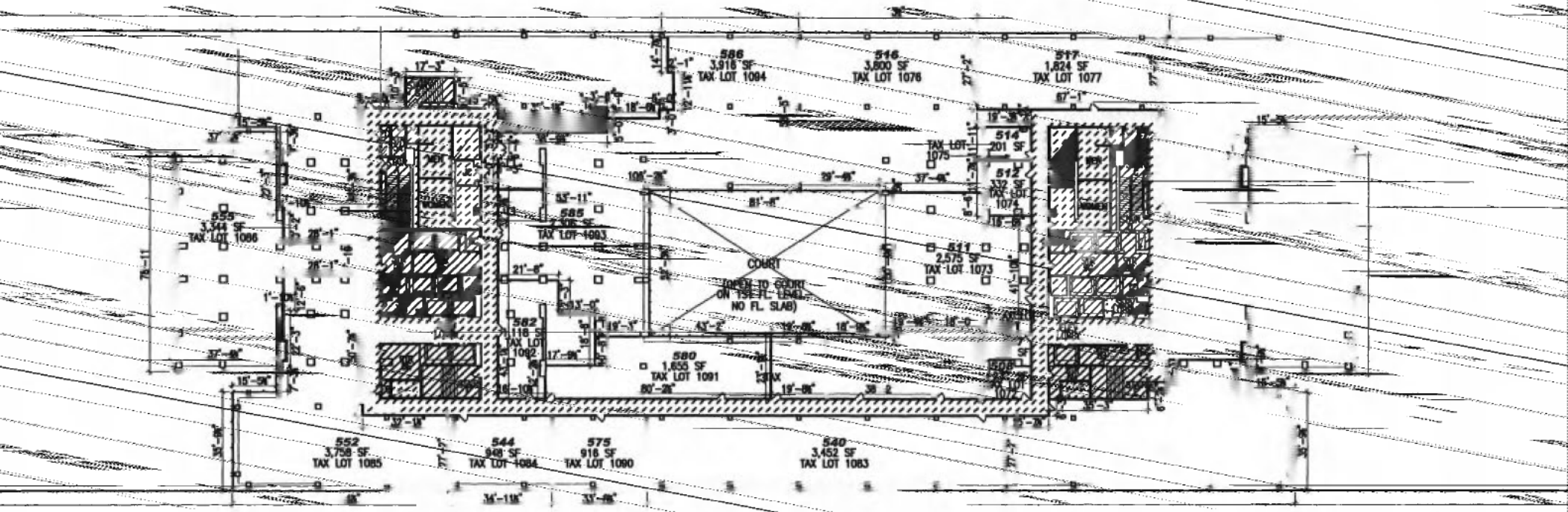
DATE: _____

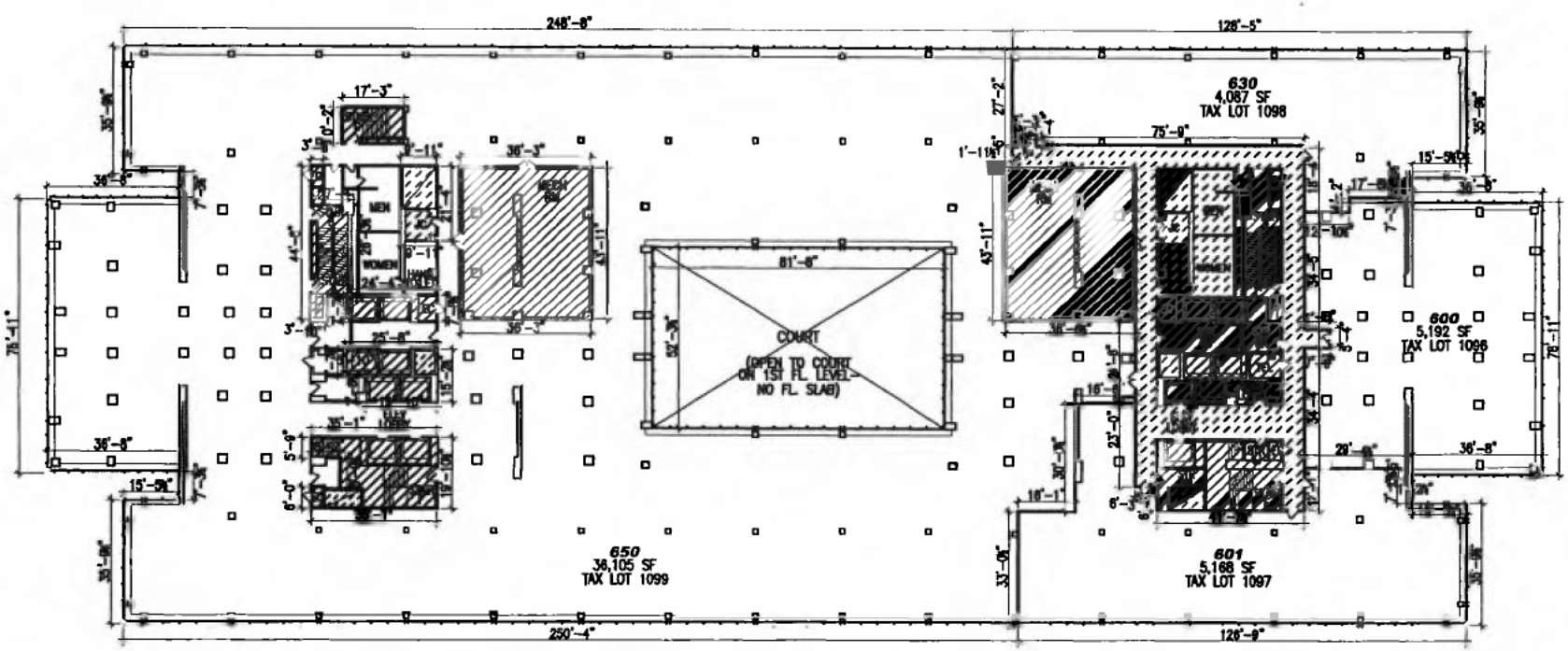
CARTOGRAPHER

PRELIM.
2014.07.03

Peter F. Farinella Architect, PC / 70 Lafayette Street, New York, NY 10013 / (212) 349-8666


435
3,498 SF
TAX LOT 1039
436
394 SF
TAX LOT 1040
437
394 SF
TAX LOT 1041
438
288 SF
TAX LOT 1042
439
394 SF
TAX LOT 1043
441
1,198 SF
TAX LOT 1044
4011
2,832 SF
TAX LOT 1060
424
1,253 SF
TAX LOT 1037
427
526 SF
TAX LOT 1036
420
1,625 SF
TAX LOT 1035
418
891 SF
TAX LOT 1034
458
604 SF
TAX LOT 1048
470
975 SF
TAX LOT 1049
442
1,395 SF
TAX LOT 1045
473
888 SF
TAX LOT 1050
476
695 SF
TAX LOT 1051
477
791 SF
TAX LOT 1052
481-479
216 SF
268 SF
4030
2,969 SF
TAX LOT 1064
4039
323 SF
TAX LOT 1065
4040
176 SF
TAX LOT 1066
4042
187 SF
TAX LOT 1067
4044
723 SF
TAX LOT 1068
4050
1,341 SF
TAX LOT 1069
4053
173 SF
498
1,021 SF
TAX LOT 1059
492
TAX LOT 1057
COURT
(OPEN TO COURT ON 1ST FL. LEVEL NO FL. SLAB)
N


586
3,916 SF
TAX LOT 1094
516
3,800 SF
TAX LOT 1076
517
1,824 SF
TAX LOT 1077
514
201 SF
TAX LOT 1075
512
332 SF
TAX LOT 1074
511
2,575 SF
TAX LOT 1073
555
3,344 SF
TAX LOT 1086
585
TAX LOT 1093
COURT
(OPEN TO COURT ON 1ST FL. LEVEL NO FL. SLAB)
582
TAX LOT 1092
580
1,655 SF
TAX LOT 1091
552
3,758 SF
TAX LOT 1085
544
948 SF
TAX LOT 1084
575
918 SF
TAX LOT 1090
540
3,452 SF
TAX LOT 1083




6TH FL. PLAN
SC: 1/32"=1'-0"

GROSS FL. AREA = 60,883 S.F.
(FOR CARTOGRAPHERS REQUIREMENTS ONLY)

DIMENSIONS INDICATED ON FLOOR PLANS ARE APPROXIMATE

GENERAL COMMON ELEMENT

OFFICE COMMON ELEMENT 3,690 SF

UNIT

DIMENSIONS OF UNITS:

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DECLARANT:

866 UN PLAZA PROPERTY LLC
C/O MEADOW PARTNERS LLC
130 EAST 59TH STREET
NEW YORK, NEW YORK 10022

STATE OF NEW YORK ,COUNTY OF NEW YORK

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PETER F. FARINELLA
Architect

SWORN BEFORE ME THIS

__ DAY OF _____, 2014.

NOTARY PUBLIC

TAX LOT CERTIFICATION

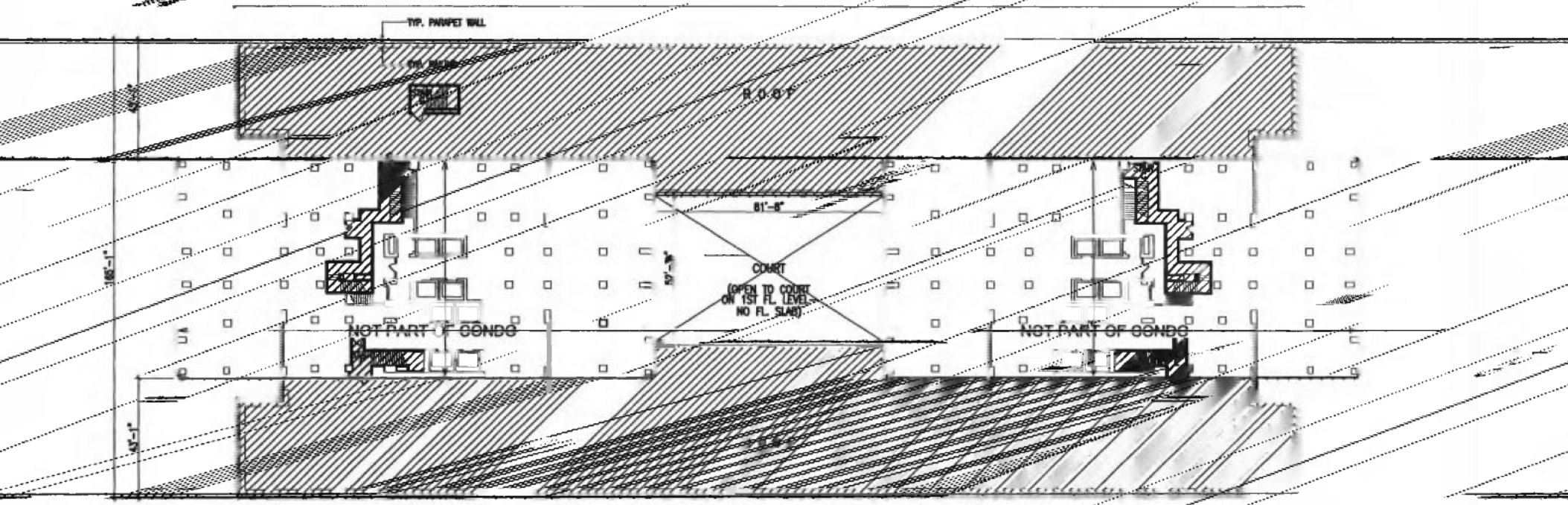
THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE BLOCK MAP OF TAXES AND ASSESSMENTS OF THE REAL PROPERTY ASSESSMENT BUREAU OF THE CITY OF NEW YORK, BOROUGH OF MANHATTAN.

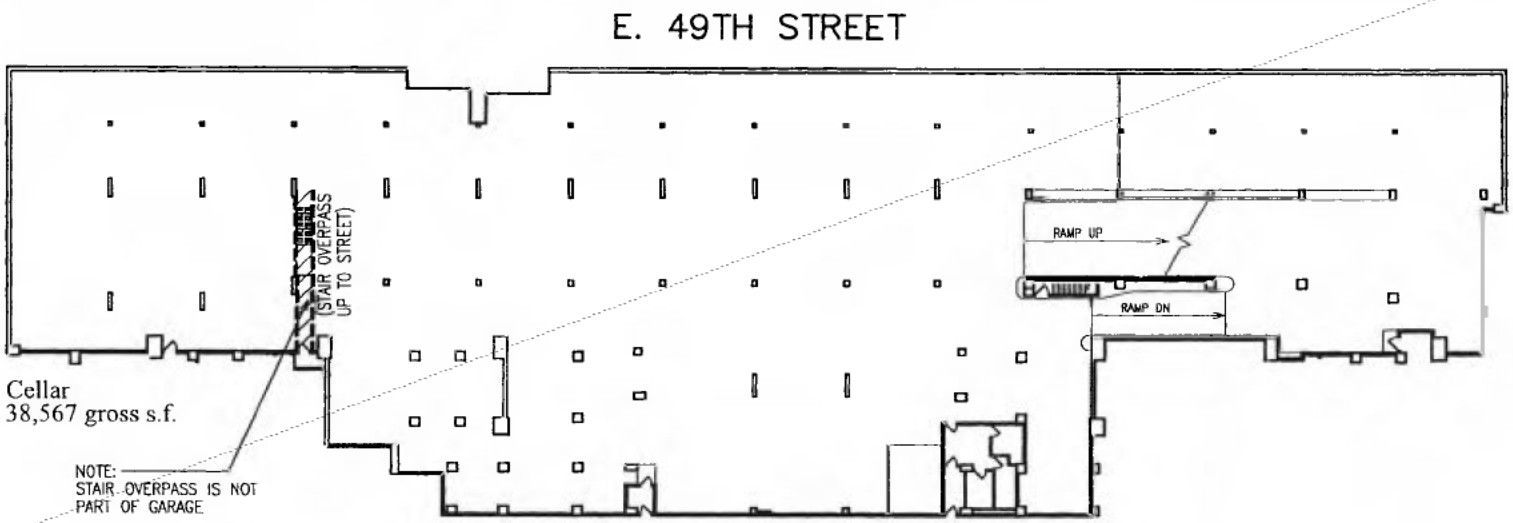
DATE: _____

CARTOGRAPHER

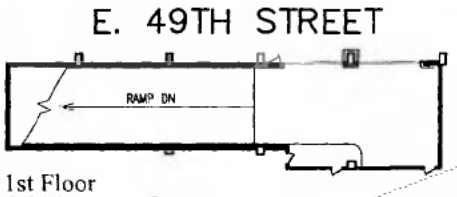
PRELIM.
2014.07.03

Peter F. Farinella Architect, PC / 70 Lafayette Street, New York, NY 10013 / (212) 349-8596

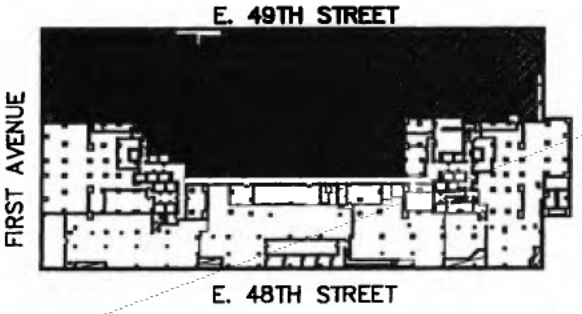

TYP. PARAPET WALL
ROOF
81'-8"
COURT
(OPEN TO COURT ON 1ST FL. LEVEL - NO FL. SLAB)
NOT PART OF CONDO
NOT PART OF CONDO



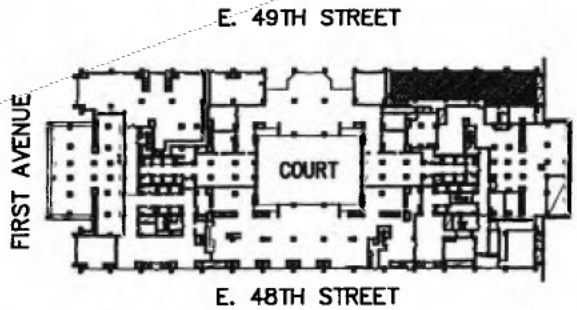

Cellar
38,567 gross s.f.



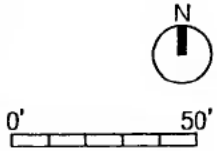

1st Floor
2,915 gross s.f.




Key Plan Cellar
Not to Scale

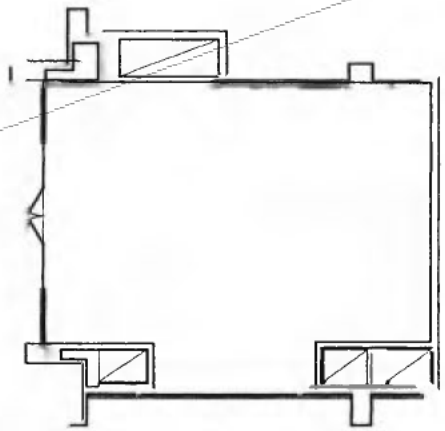



Key Plan 1st Floor
Not to Scale

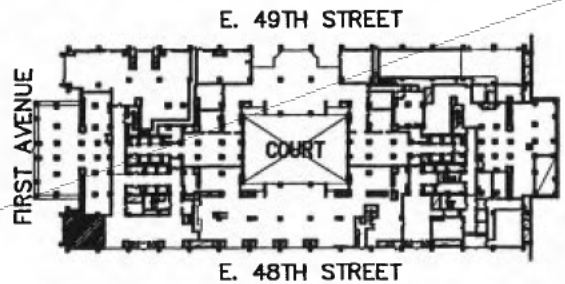



Cellar & 1st Floor
Garage
(Total) 41,482 gross s.f.

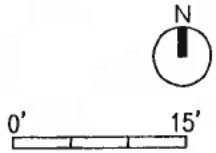
866 U.N. Plaza
New York, NY



E. 48TH STREET

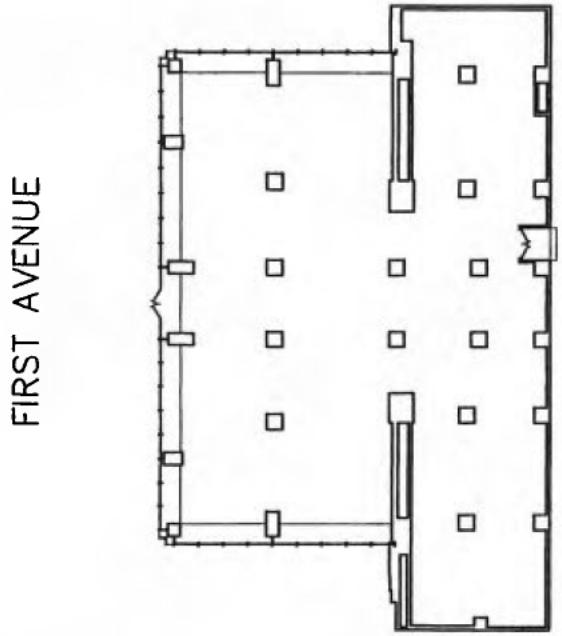


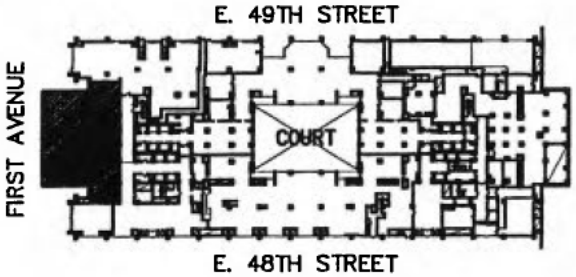

Key Plan
Not to Scale



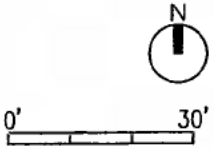

866 U.N. Plaza
New York, NY

1st Floor
Unit 105
942 gross s.f.



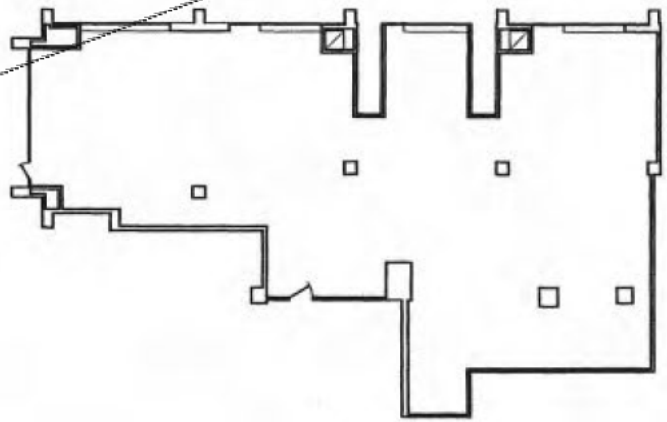

Key Plan
Not to Scale

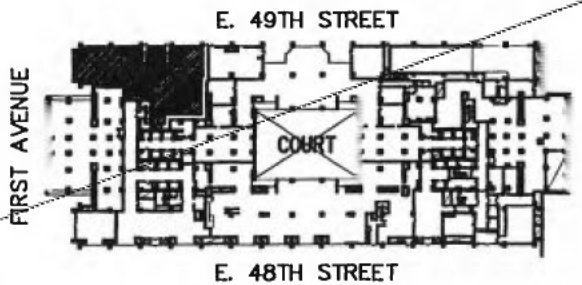



866 U.N. Plaza
New York, NY

1st Floor
Unit 110
5,415 gross s.f.

E. 49TH STREET



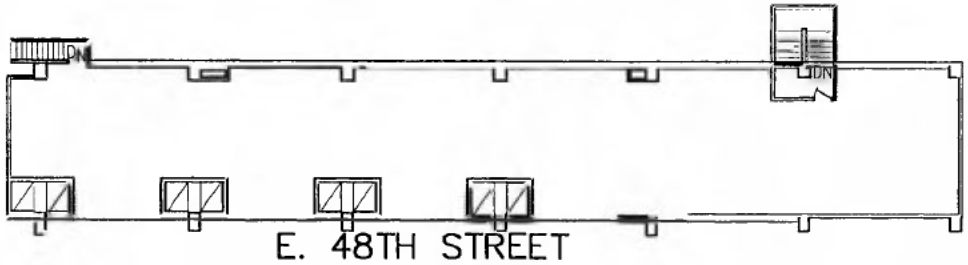



Key Plan
Not to Scale

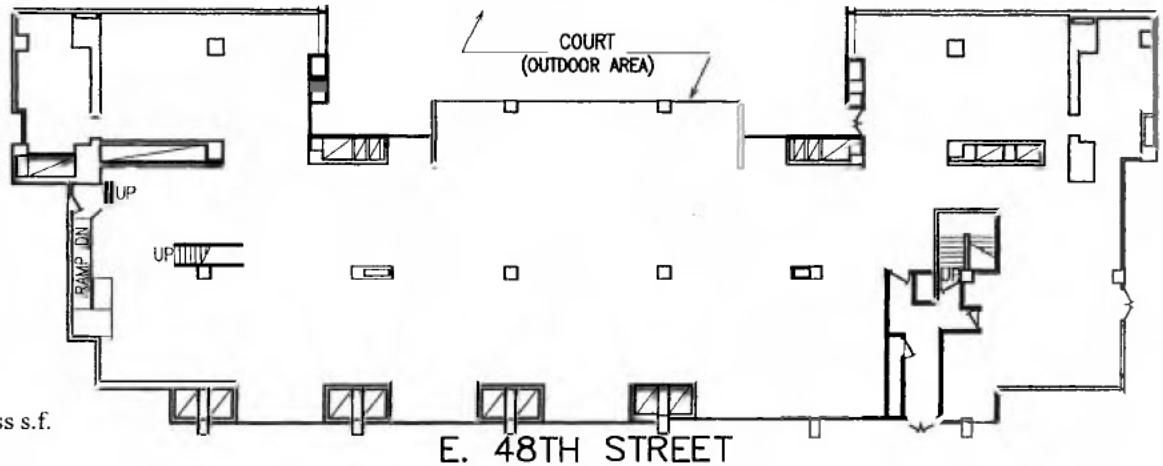
866 U.N. Plaza
New York, NY

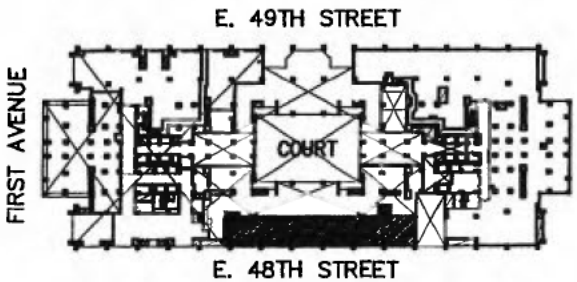
1st Floor
Unit 118/119
4,485 gross s.f.

Mezz.
4,001 gross s.f.

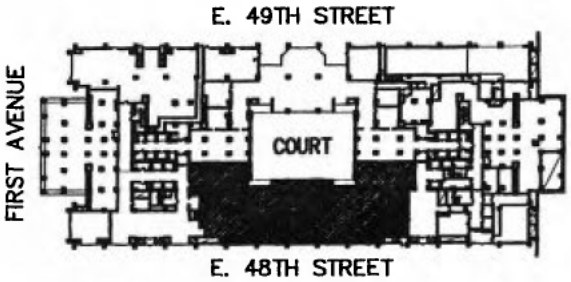



1st Floor
9,938 gross s.f.

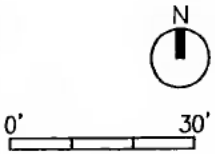



Key Plan Mezz.
Not to Scale



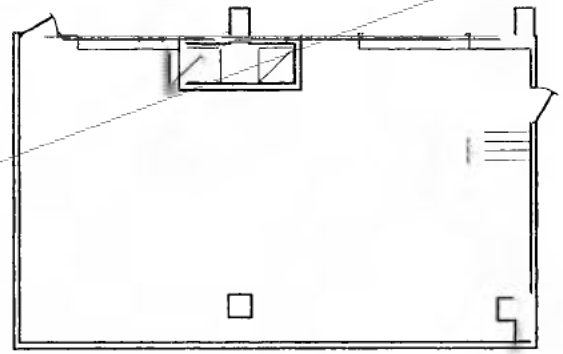

Key Plan 1st Floor
Not to Scale

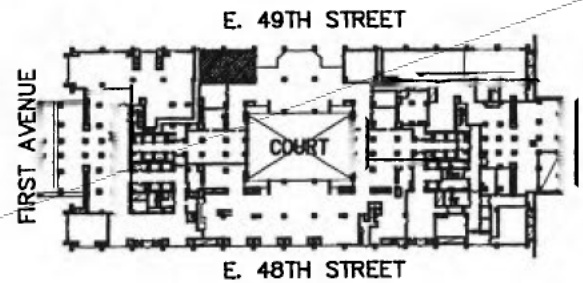



1st & Mezz. Floors
Unit 120
(Total) 13,939 gross s.f.

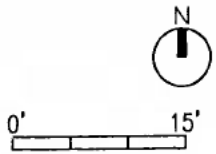
866 U.N. Plaza
New York, NY

E. 49TH STREET





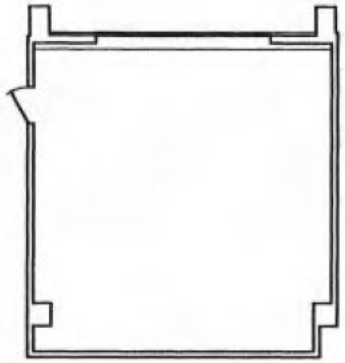

Key Plan
Not to Scale

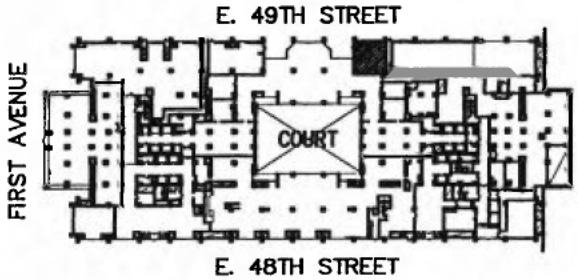



866 U.N. Plaza
New York, NY

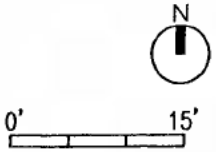
1st Floor
Unit 150
1,213 gross s.f.

E. 49TH STREET



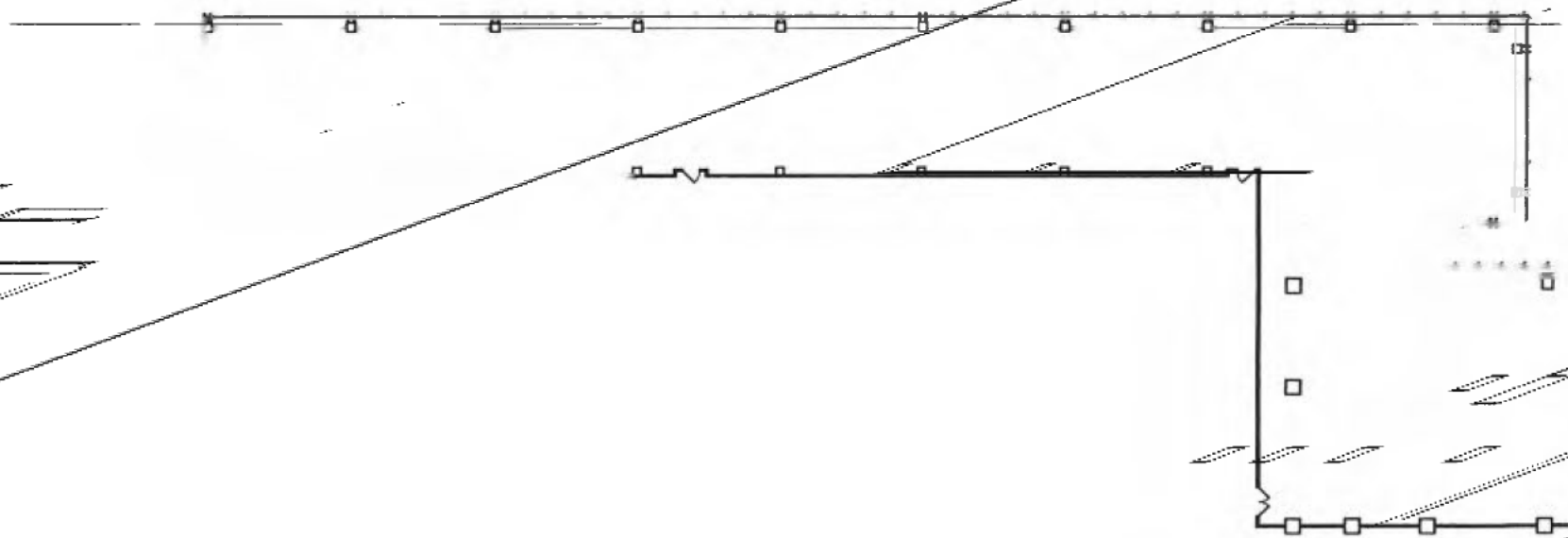


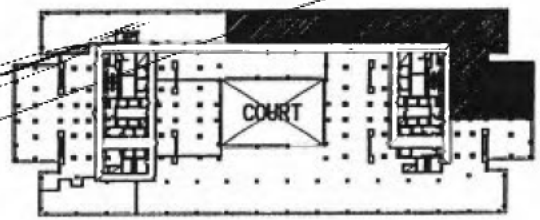

Key Plan
Not to Scale

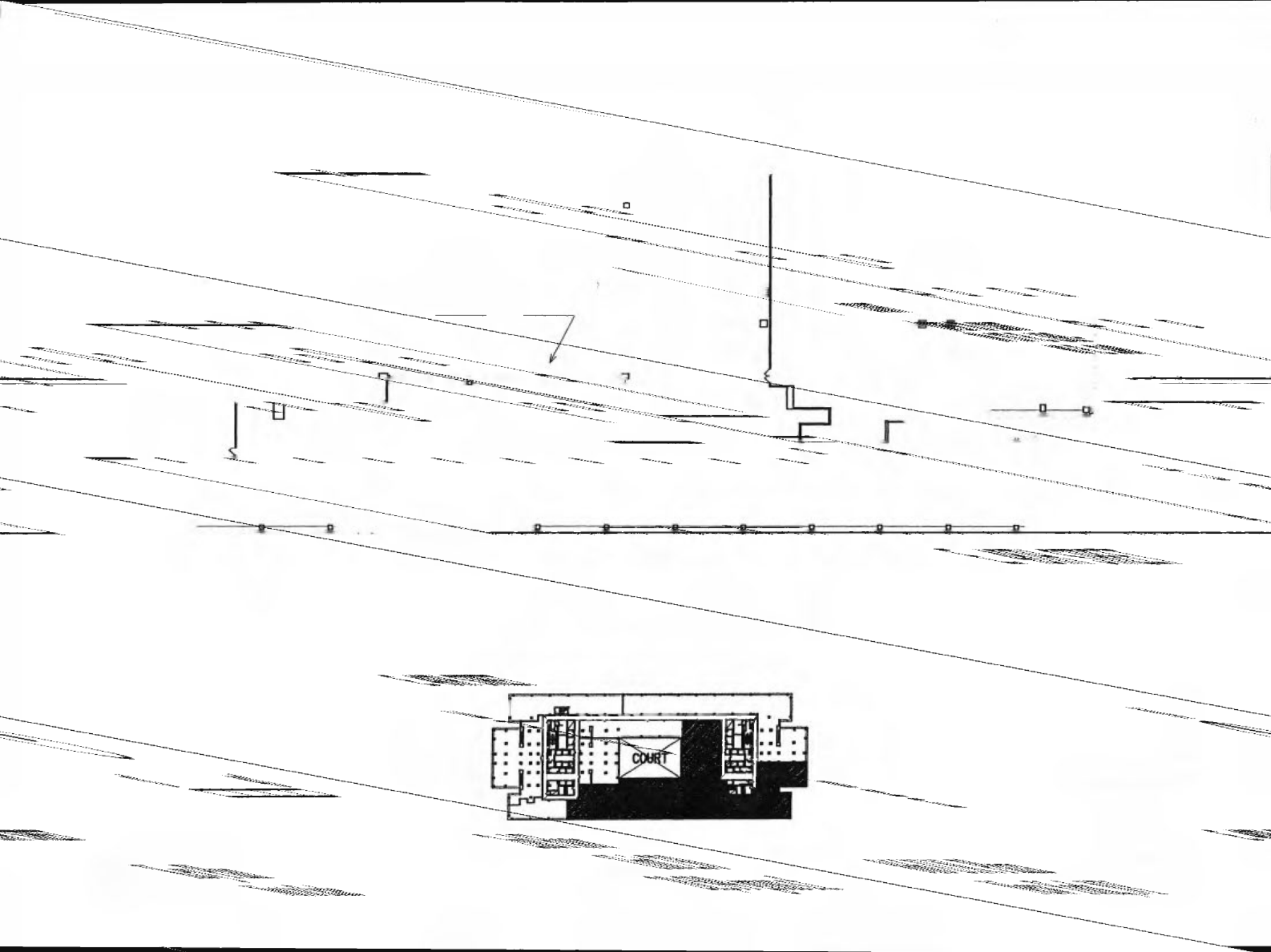


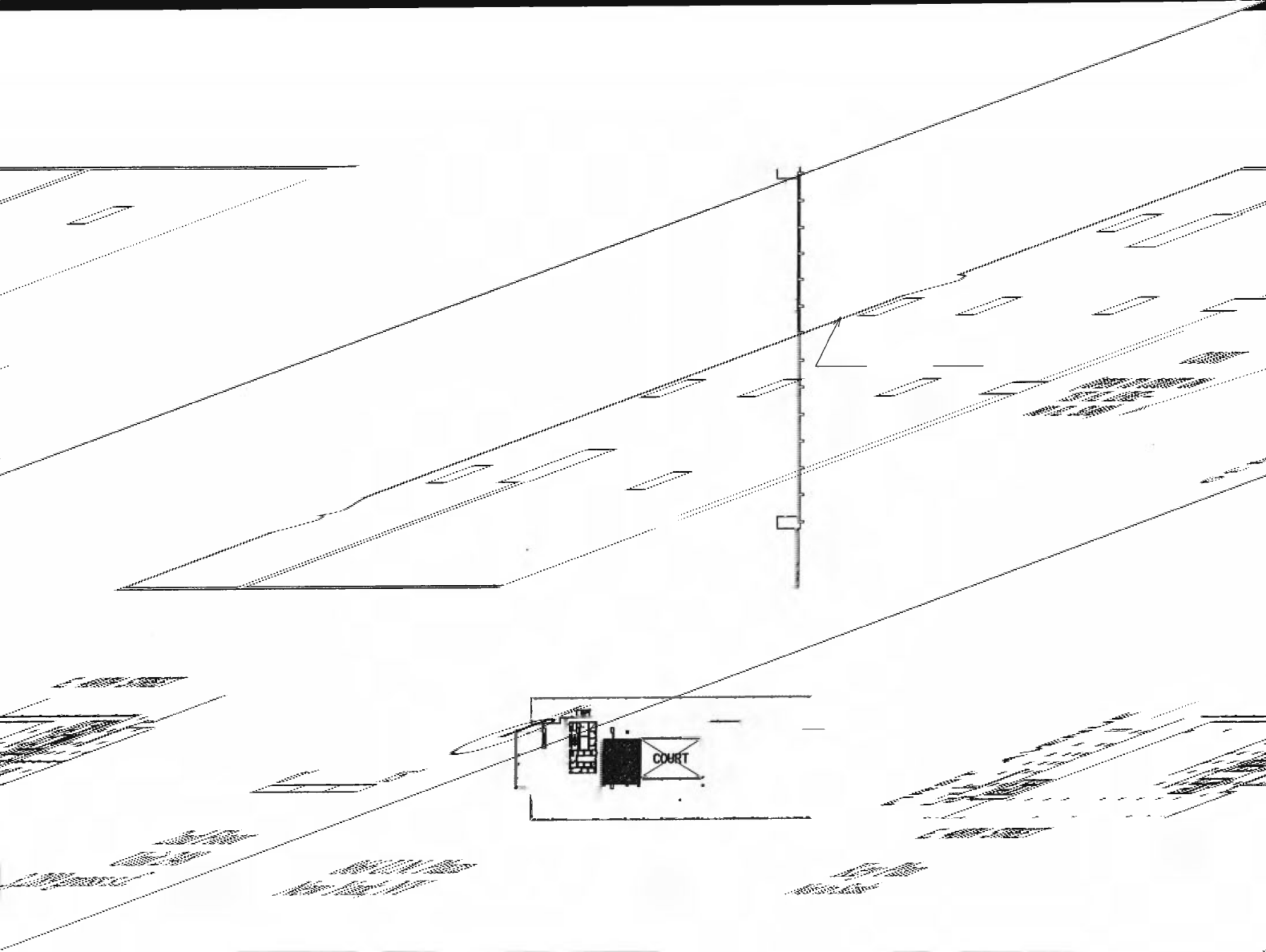

866 U.N. Plaza
New York, NY

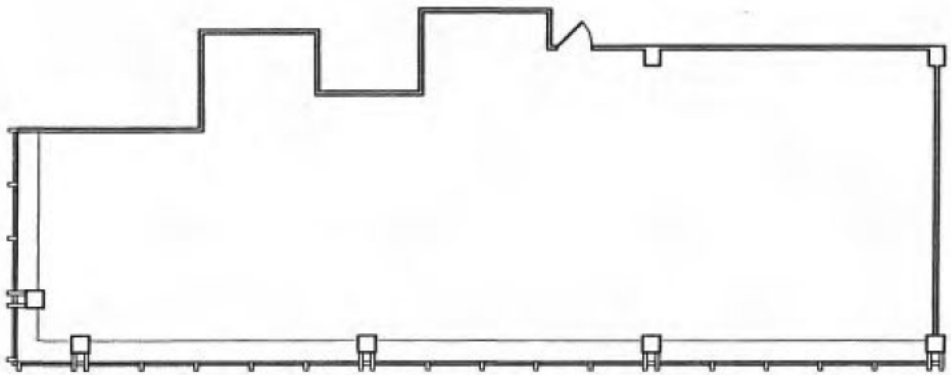
1st Floor
Unit 161
712 gross s.f.

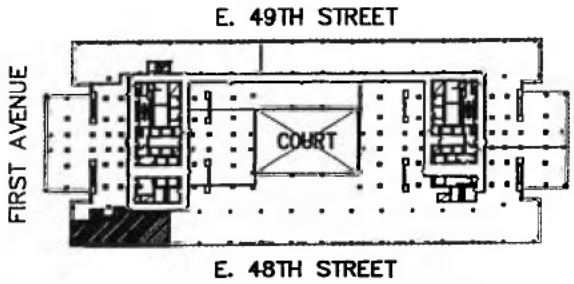



COURT

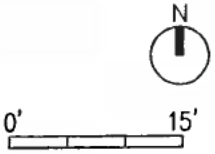

COURT


COURT



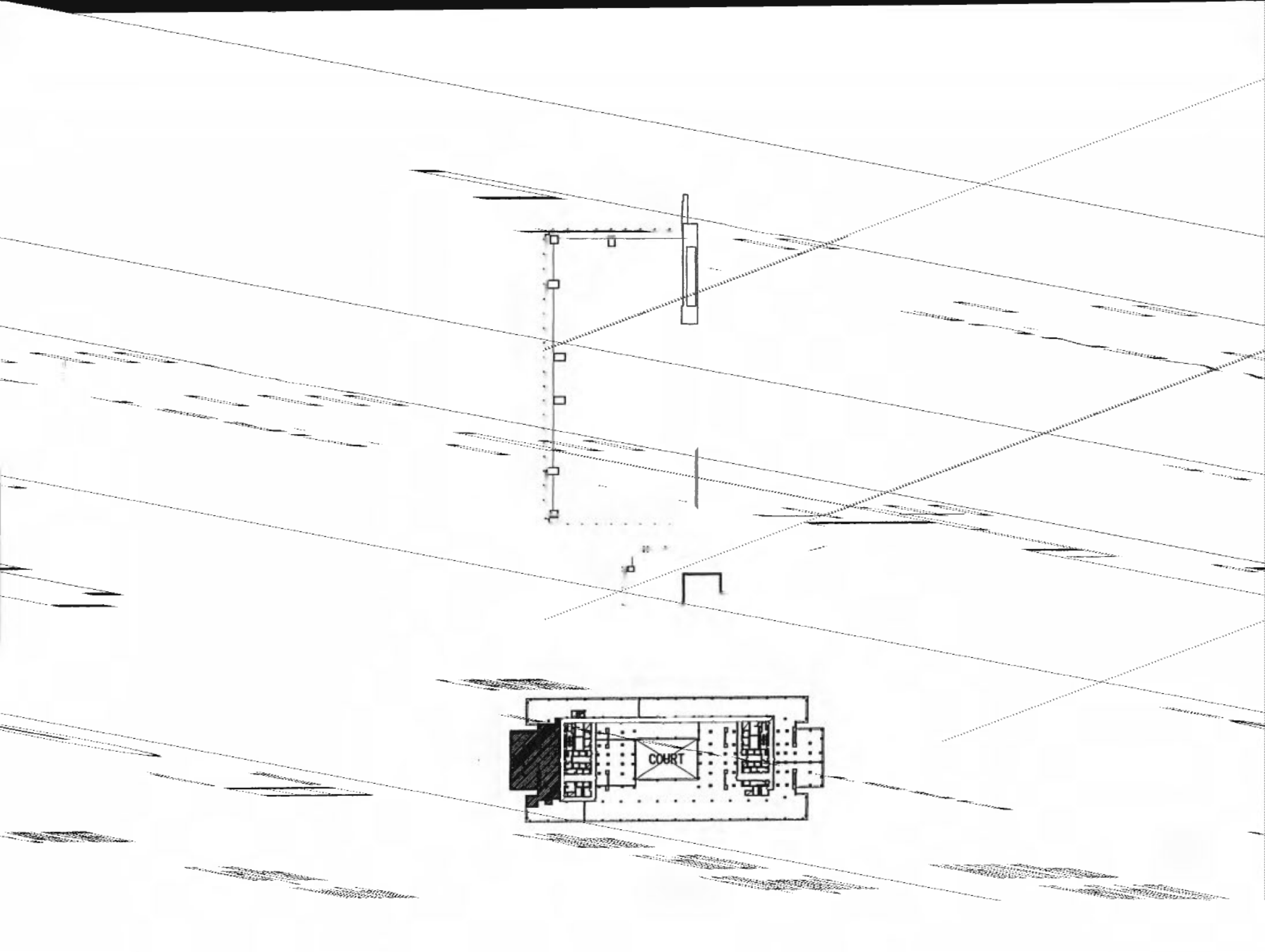



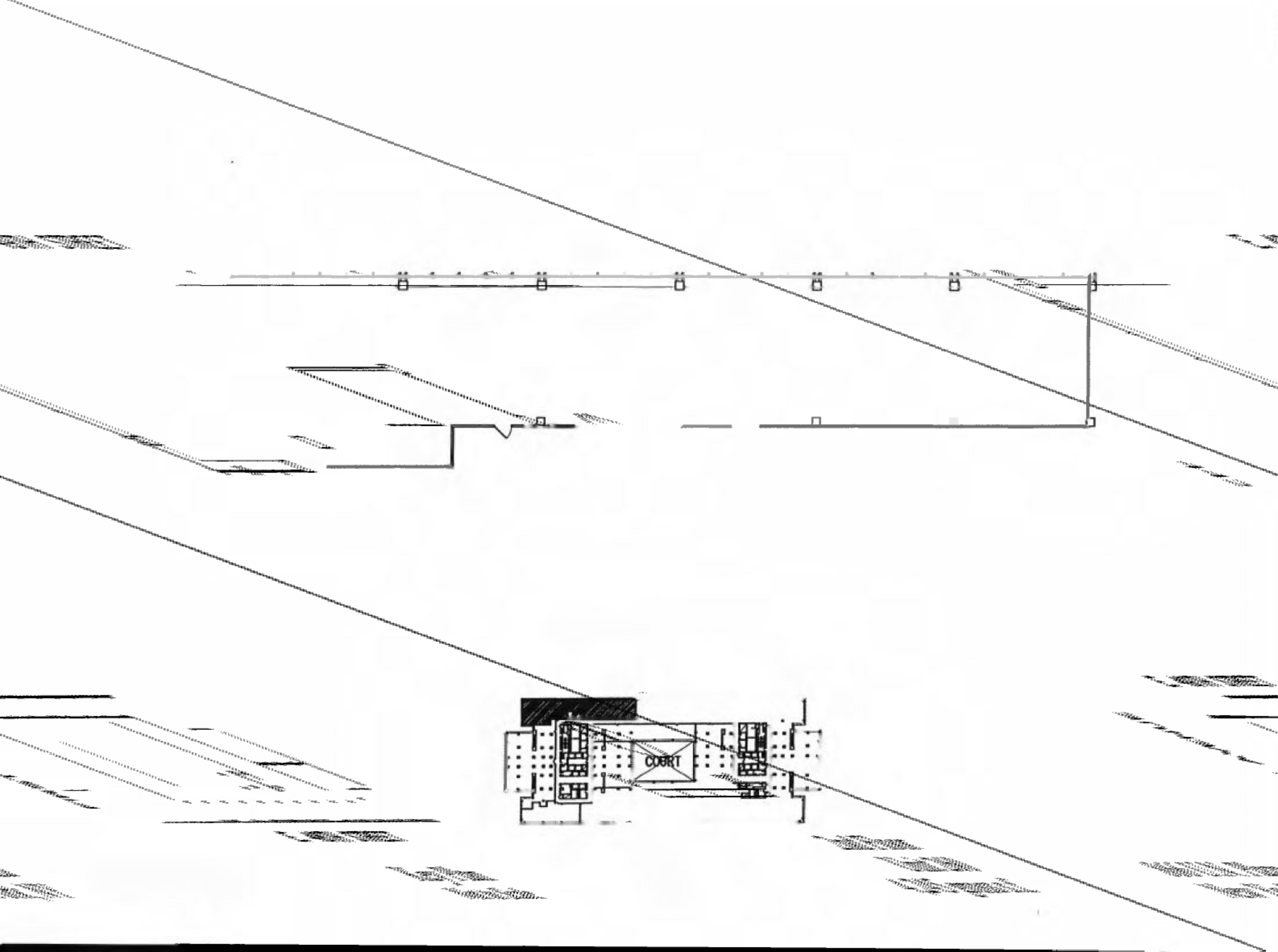

Key Plan
Not to Scale

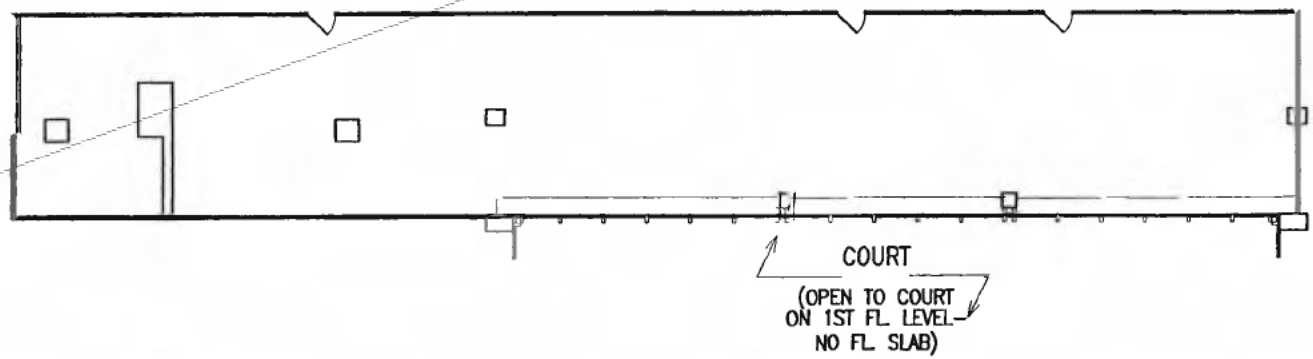


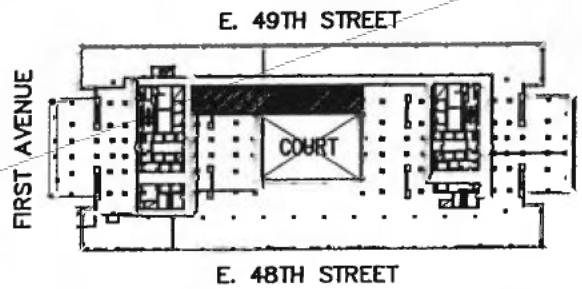

866 U.N. Plaza
New York, NY

2nd Floor
Unit 249
2,047 gross s.f.

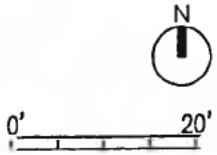

COURT


COURT



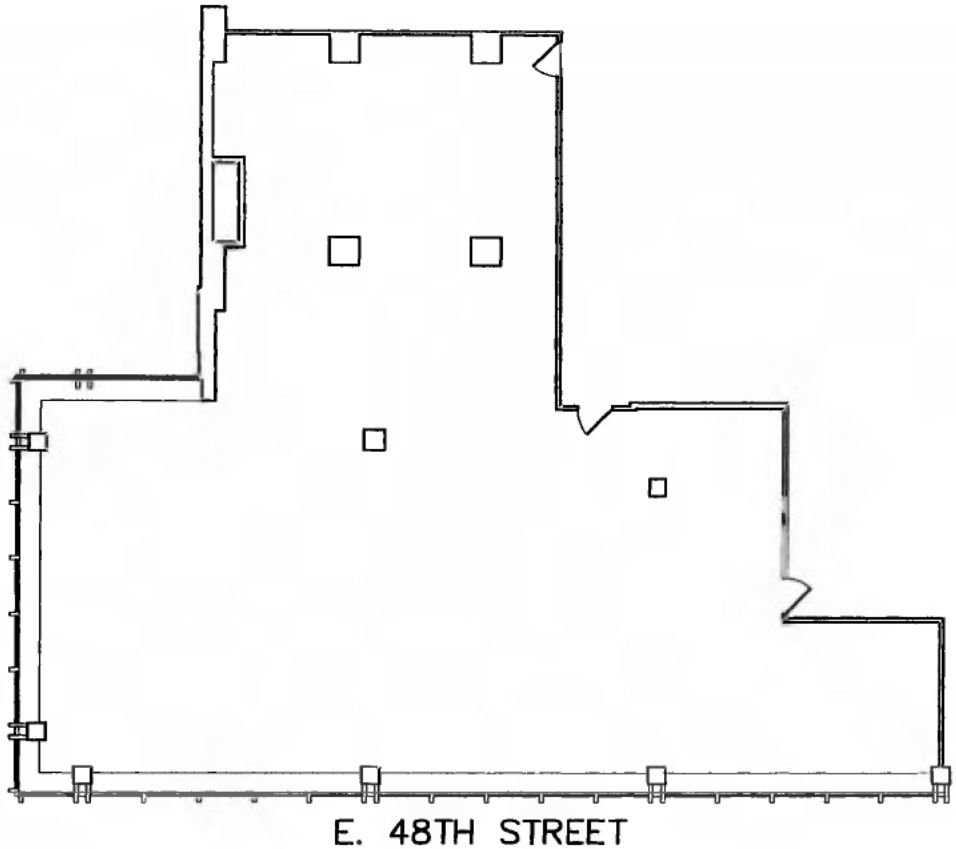



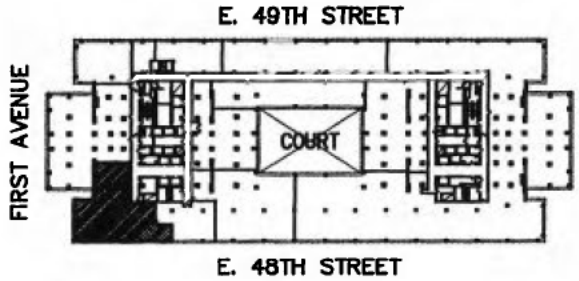

Key Plan
Not to Scale



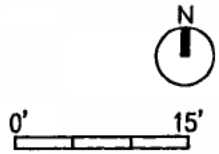

866 U.N. Plaza
New York, NY

2nd Floor
Unit 265
3,139 gross s.f.



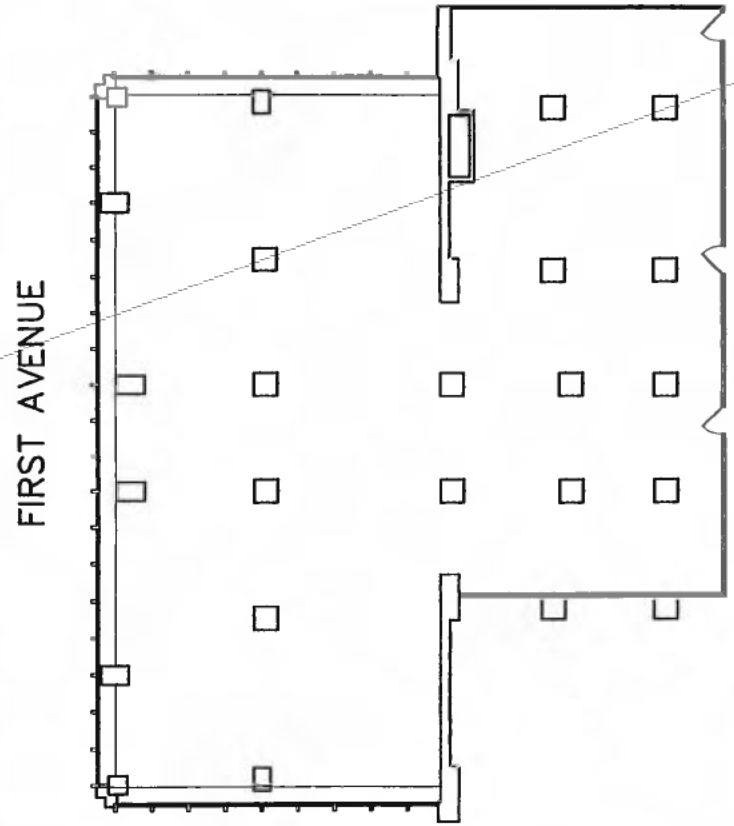



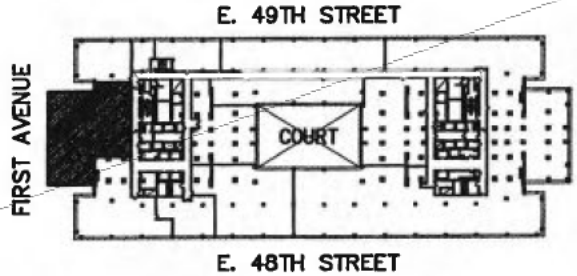

Key Plan
Not to Scale



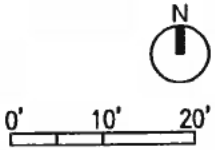

866 U.N. Plaza
New York, NY

3rd Floor
Unit 300
3,387 gross s.f.



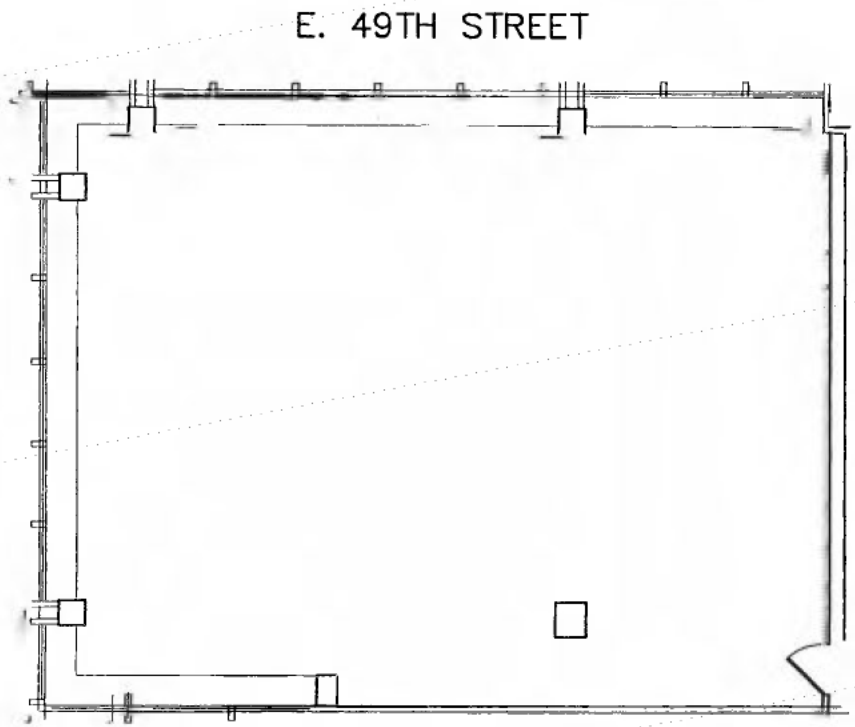



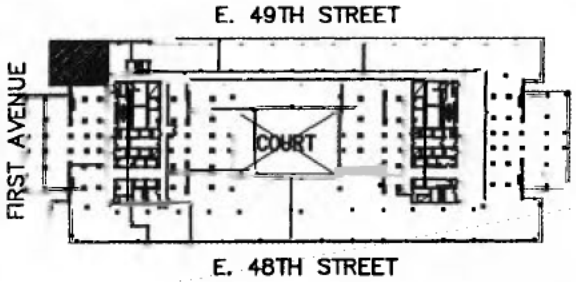

Key Plan
Not to Scale



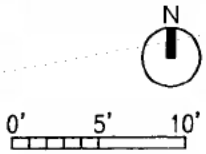

866 U.N. Plaza
New York, NY

3rd Floor
Unit 304
4,858 gross s.f.



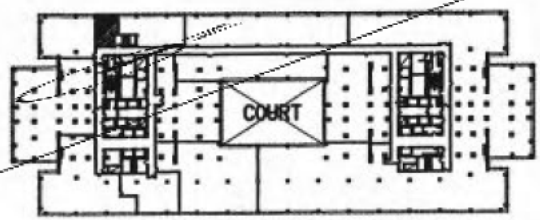

Key Plan
Not to Scale

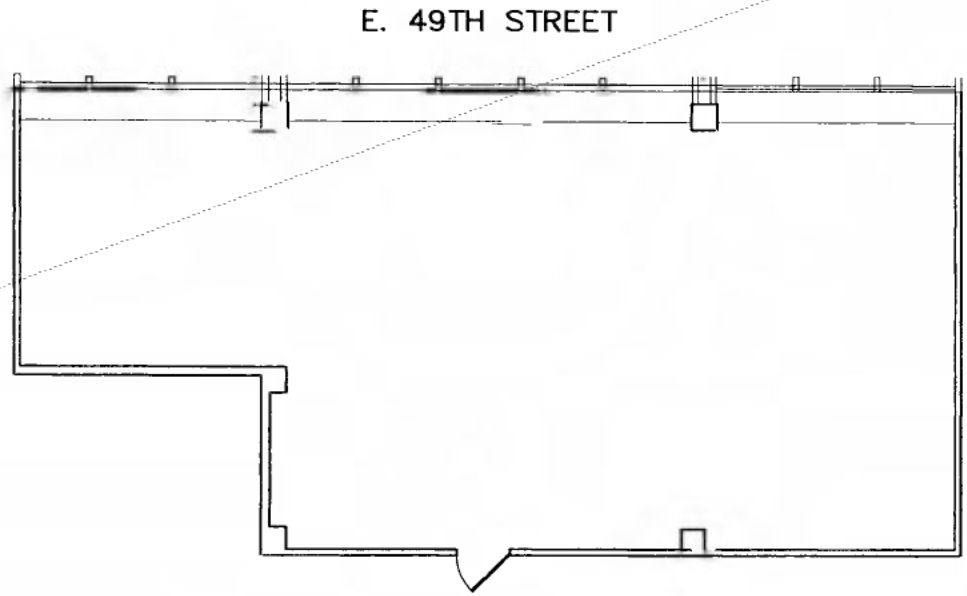


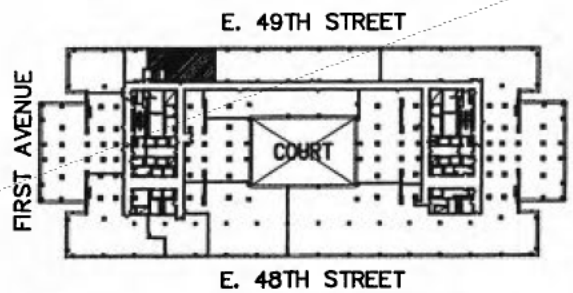

866 U.N. Plaza
New York, NY

3rd Floor
Unit 306
1,635 gross s.f.

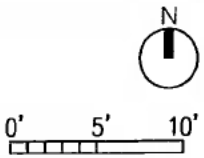
E. 49TH STREET





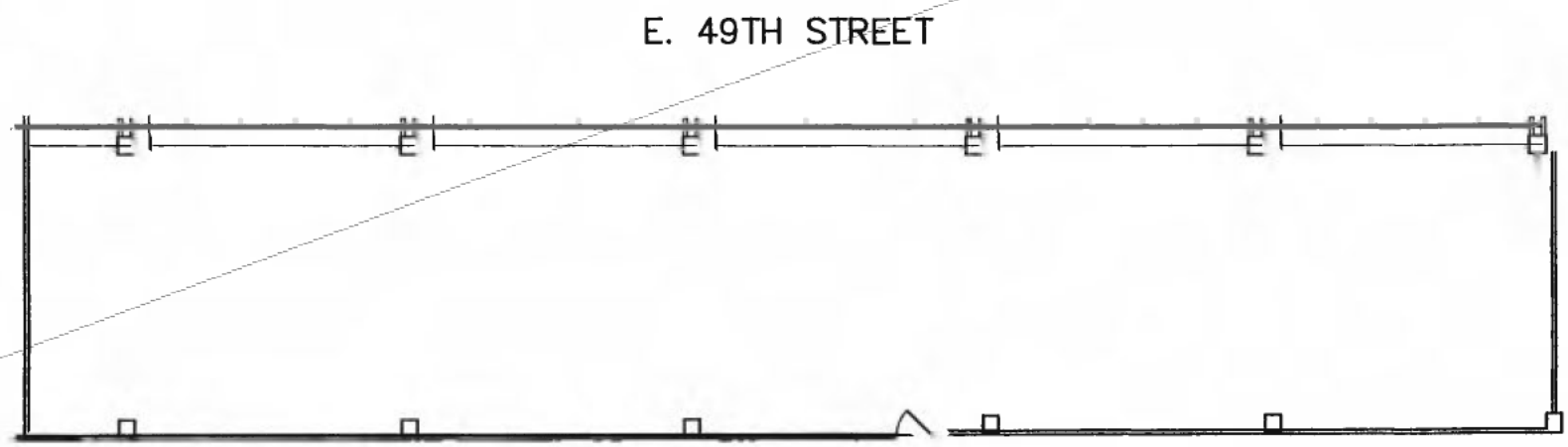



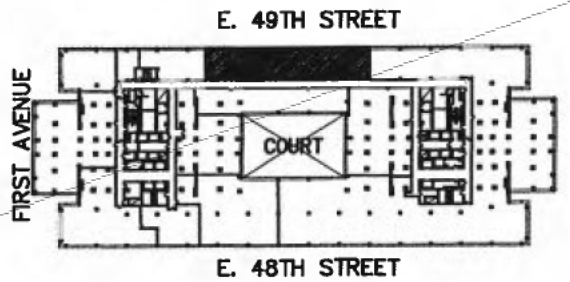

Key Plan
Not to Scale



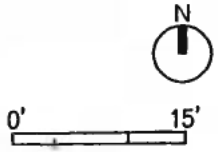

866 U.N. Plaza
New York, NY

3rd Floor
Unit 308
1,305 gross s.f.



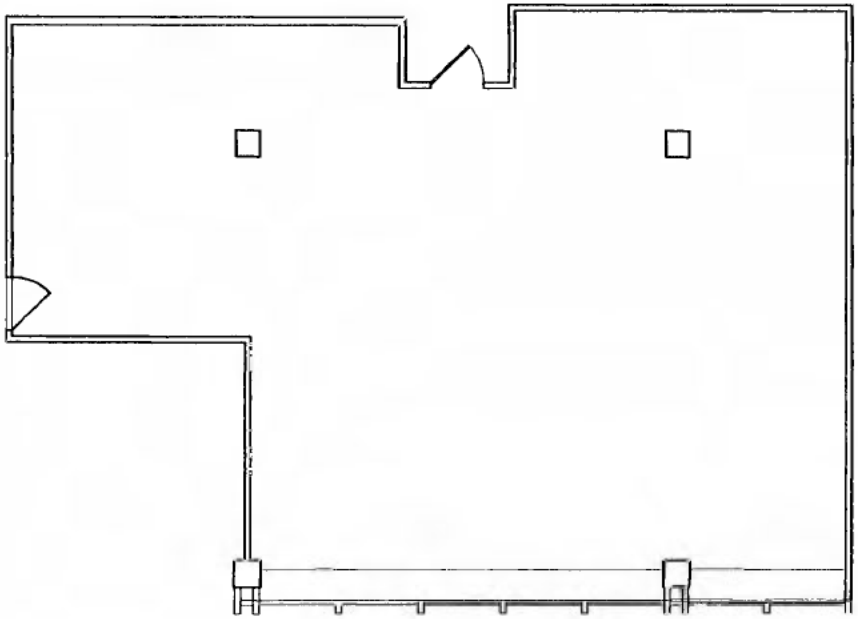



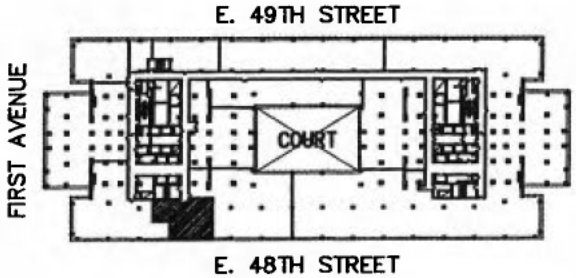

Key Plan
Not to Scale



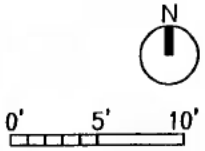

866 U.N. Plaza
New York, NY

3rd Floor
Unit 309
3,579 gross s.f.



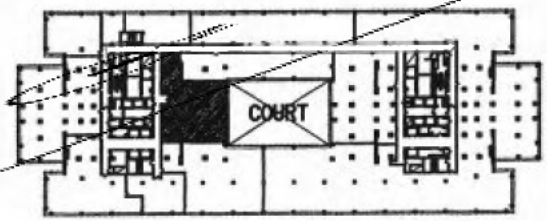



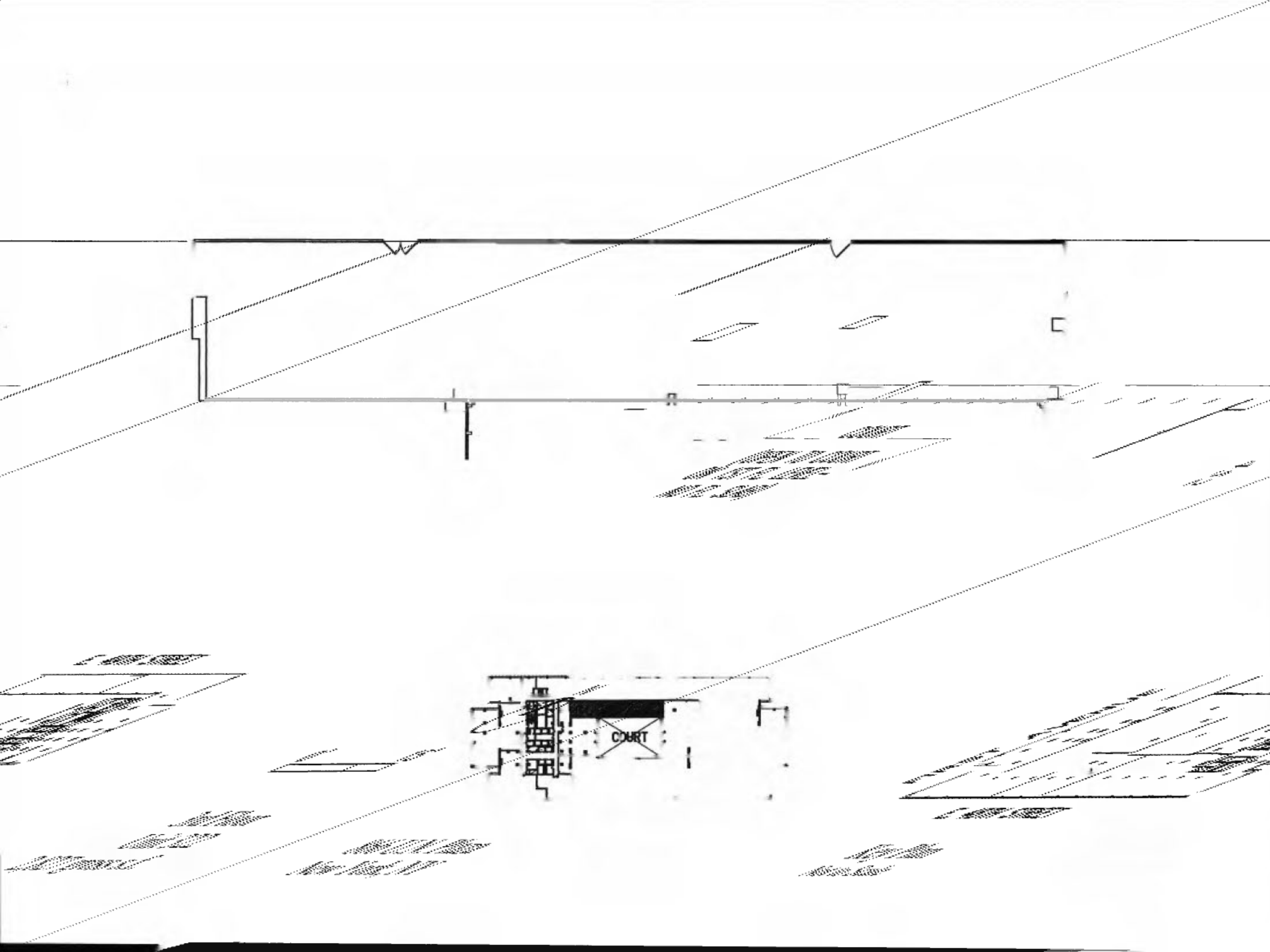

Key Plan
Not to Scale

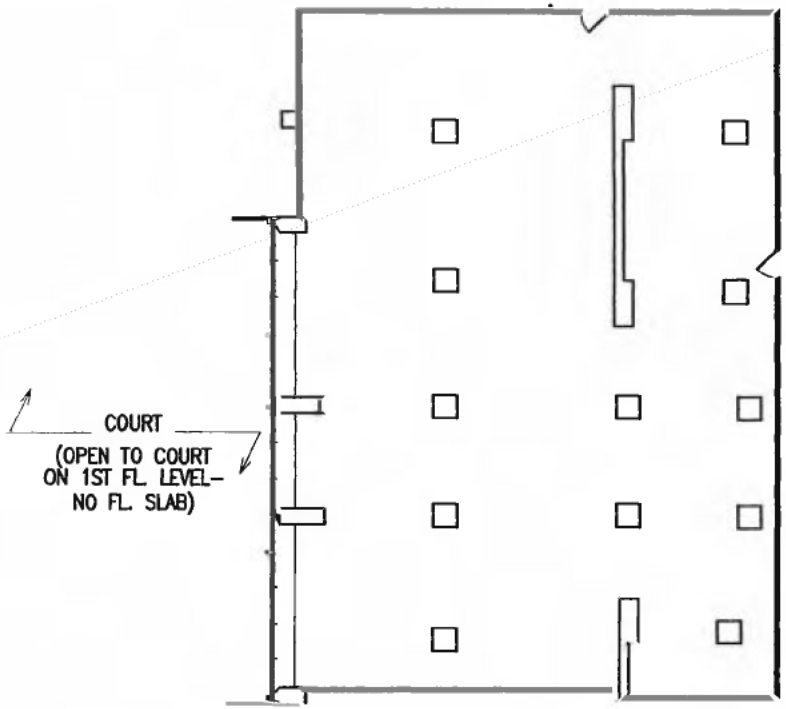


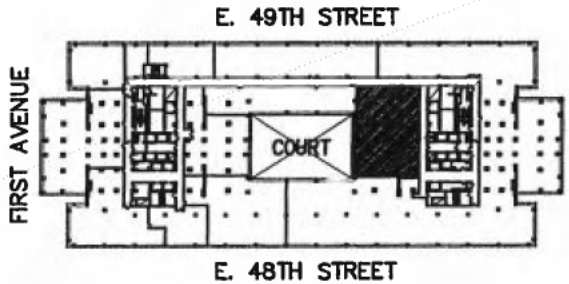

866 U.N. Plaza
New York, NY

3rd Floor
Unit 313
1,382 gross s.f.

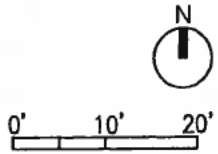

COURT


COURT



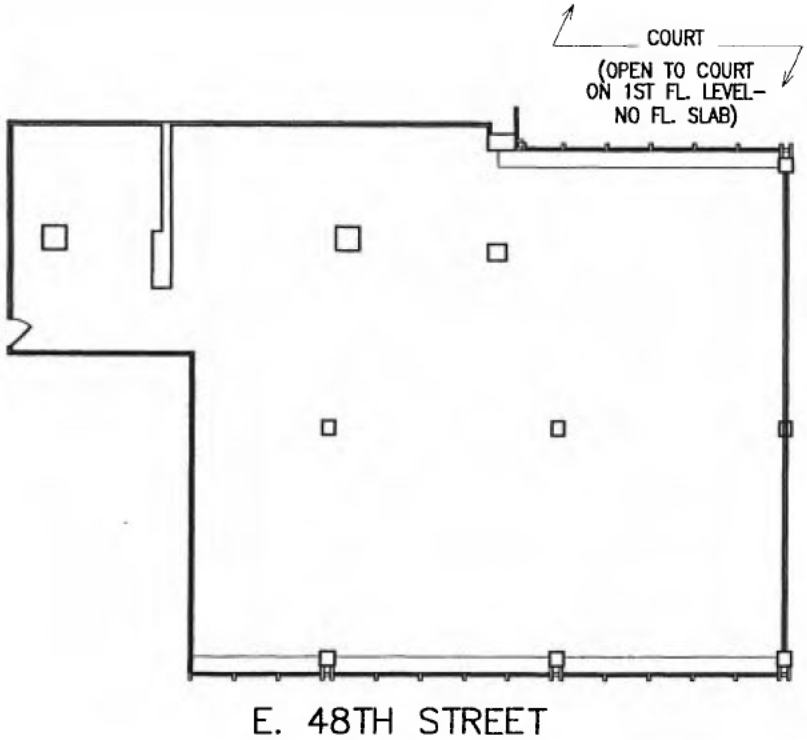



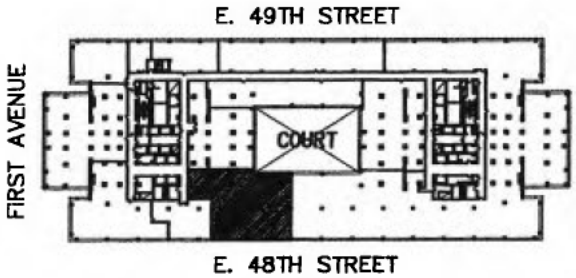

Key Plan
Not to Scale



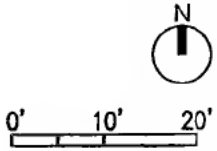

866 U.N. Plaza
New York, NY

3rd Floor
Unit 326
3,924 gross s.f.



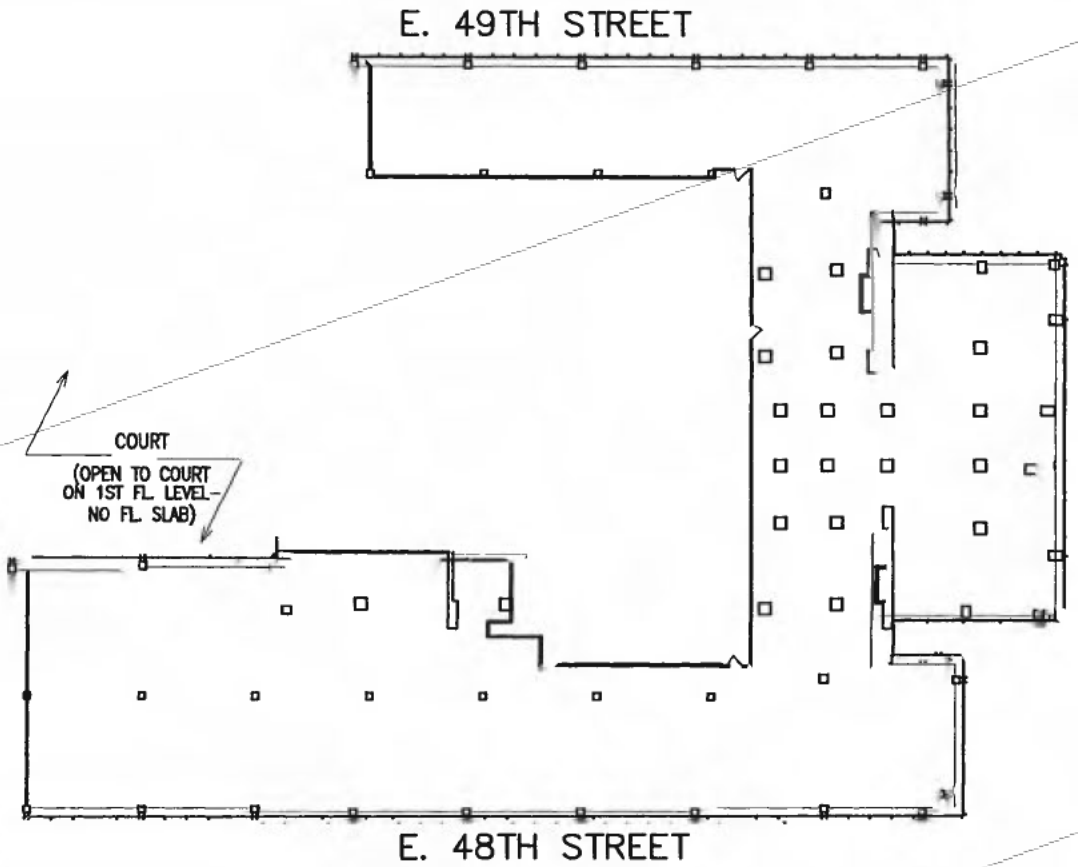



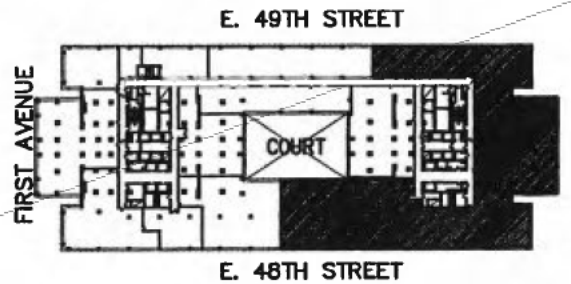

Key Plan
Not to Scale



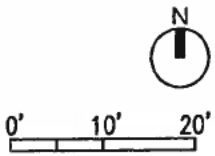

866 U.N. Plaza
New York, NY

3rd Floor
Unit 333
4,123 gross s.f.



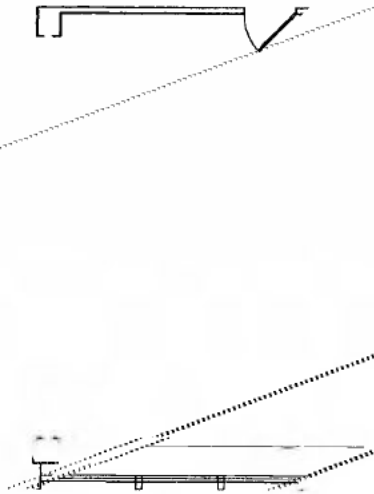



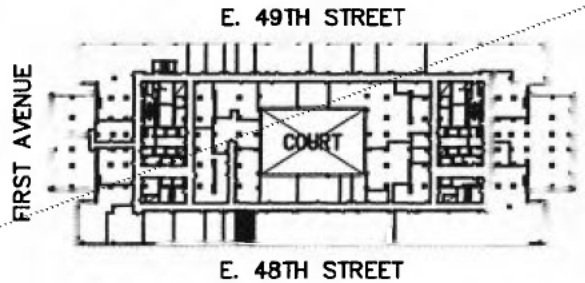

Key Plan
Not to Scale



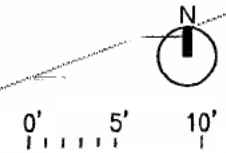

866 U.N. Plaza
New York, NY

3rd Floor
Unit 350
18,957 gross s.f.



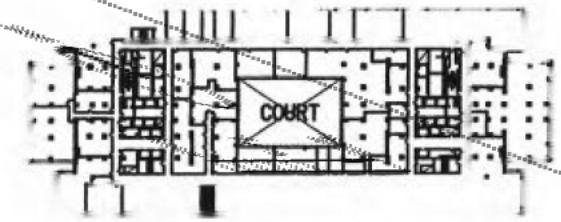



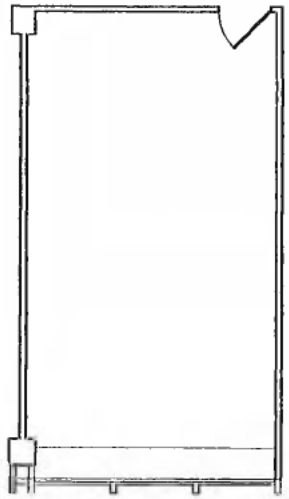

Key Plan
Not to Scale

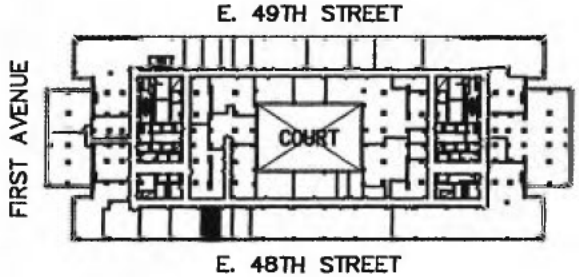



866 U.N. Plaza
New York, NY

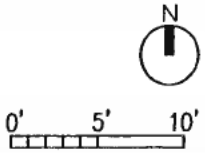
4th Floor
Unit 405
394 gross s.f.


COURT



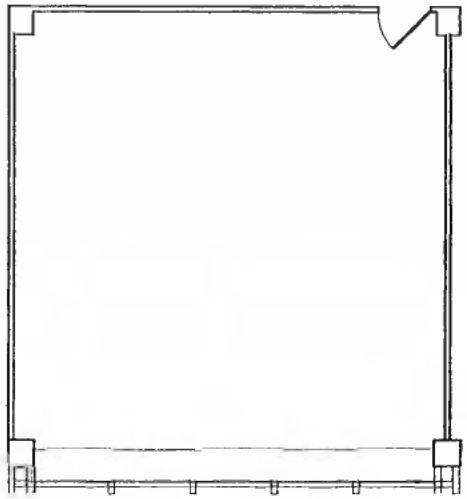




Key Plan
Not to Scale

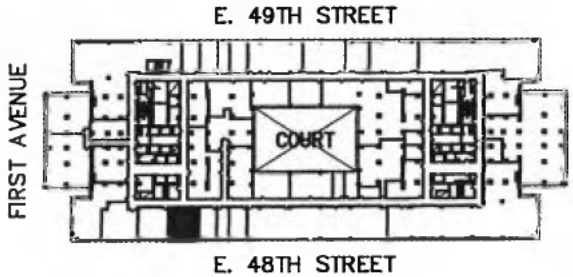



866 U.N. Plaza
New York, NY

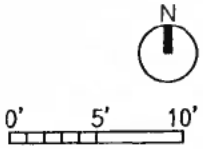
4th Floor
Unit 407
394 gross s.f.



E. 48TH STREET

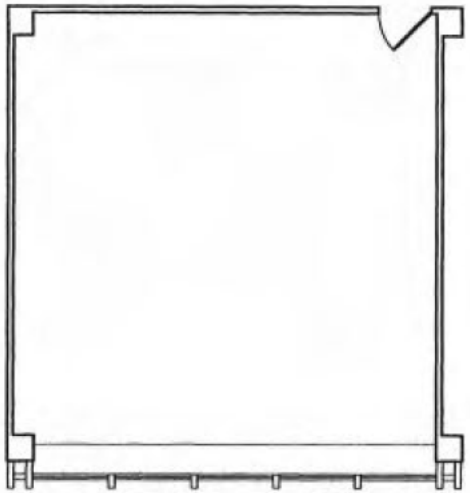


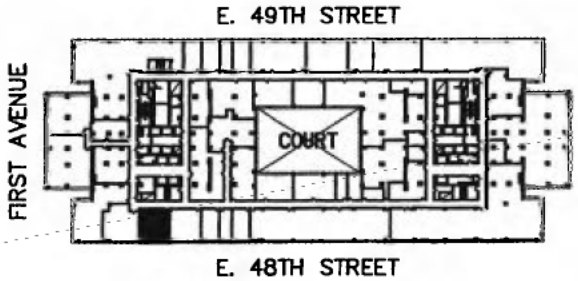

Key Plan
Not to Scale



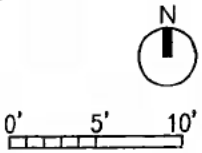

866 U.N. Plaza
New York, NY

4th Floor
Unit 408
677 gross s.f.



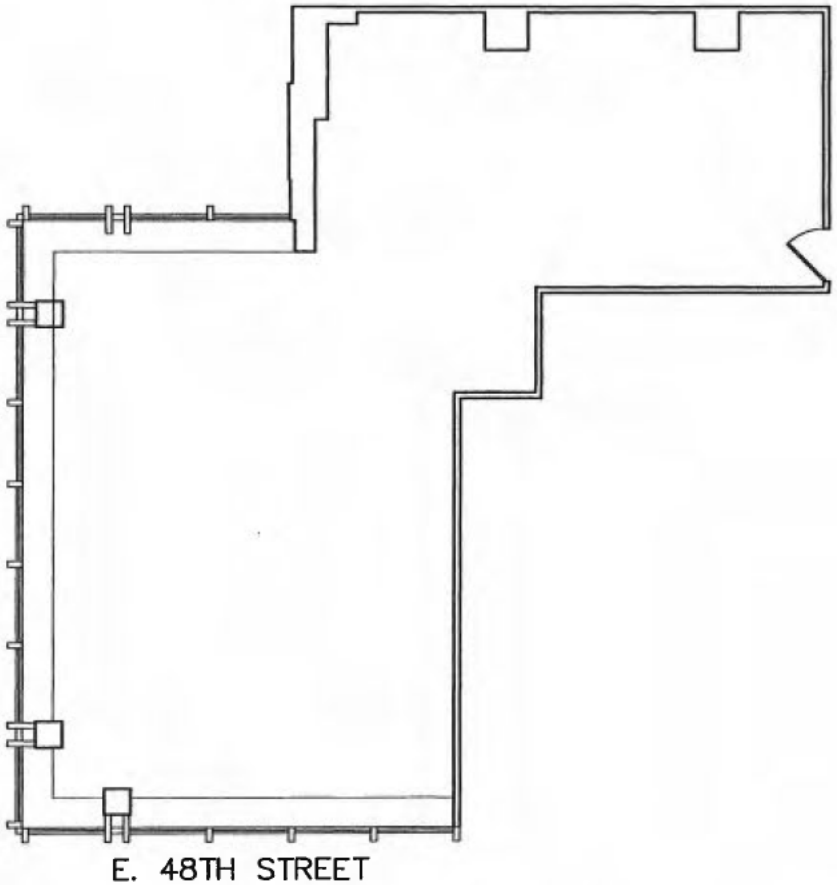

Key Plan
Not to Scale

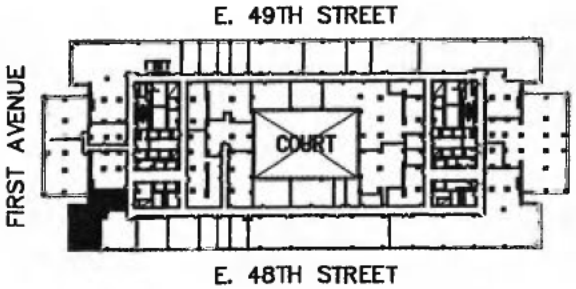



866 U.N. Plaza
New York, NY

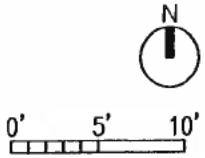
4th Floor
Unit 410
661 gross s.f.

COURT



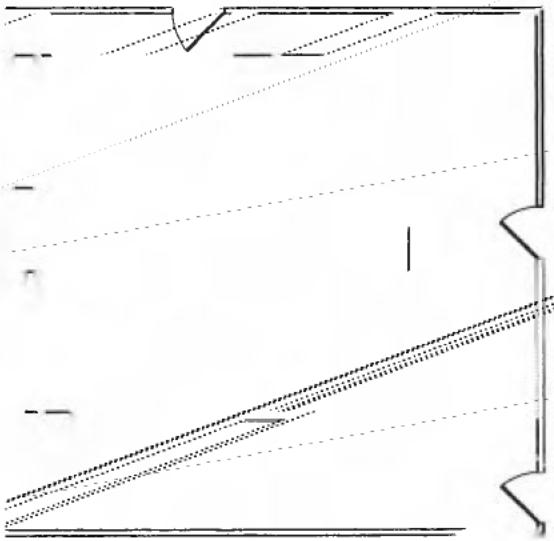



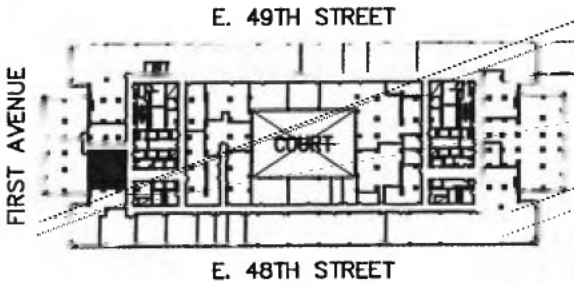

Key Plan
Not to Scale



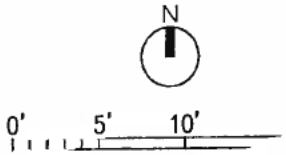

866 U.N. Plaza
New York, NY

4th Floor
Unit 417
1,368 gross s.f.



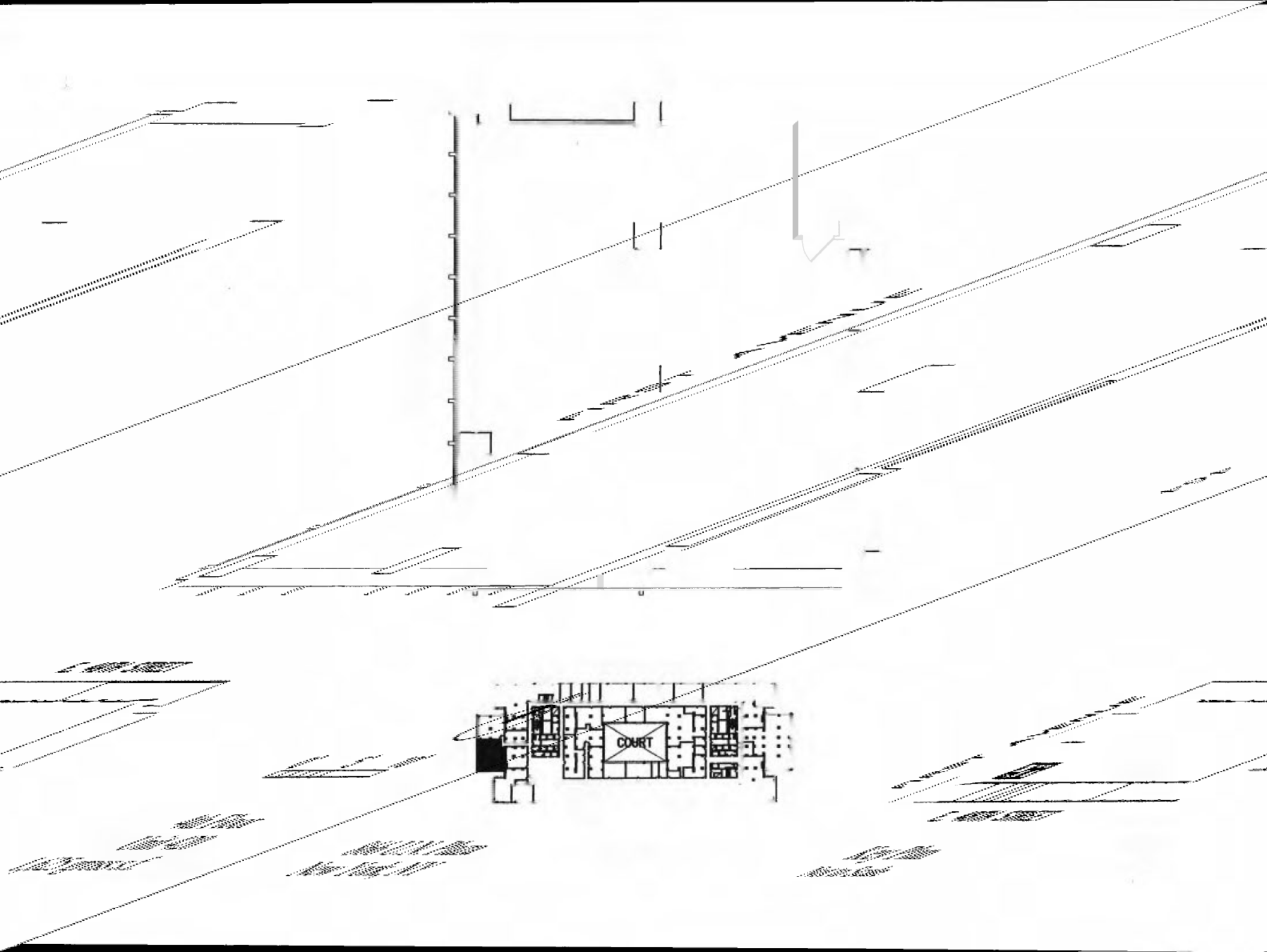


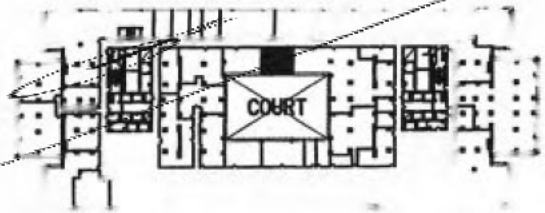

Key Plan
Not to Scale




4th Floor
Unit 418
891 gross s.f.

866 U.N. Plaza
New York, NY


COURT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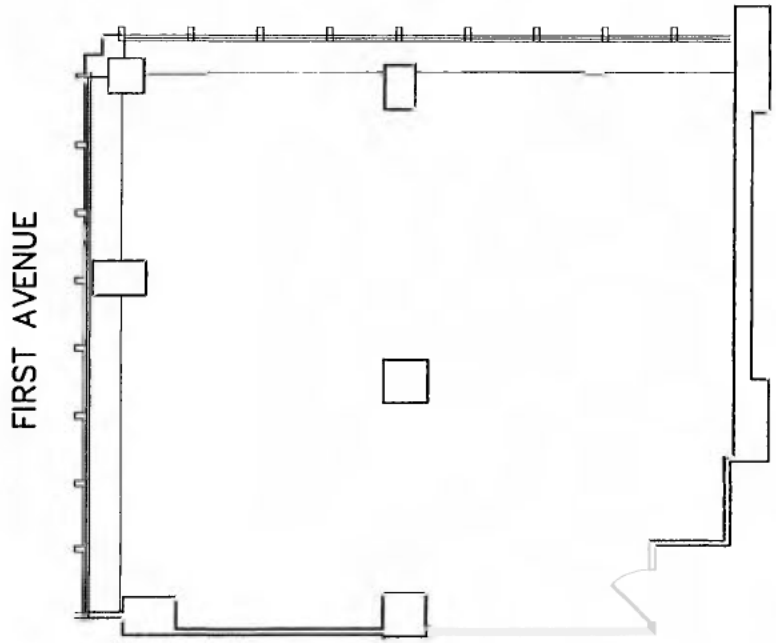
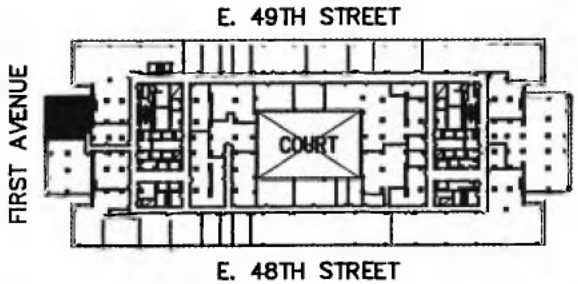
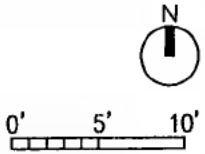


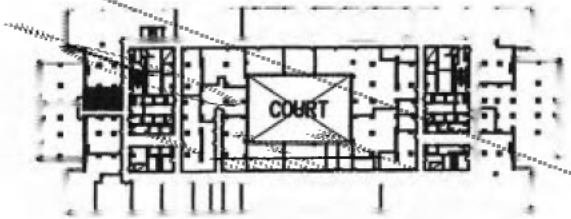




Key Plan
Not to Scale




866 U.N. Plaza
New York, NY

4th Floor
Unit 424
1,253 gross s.f.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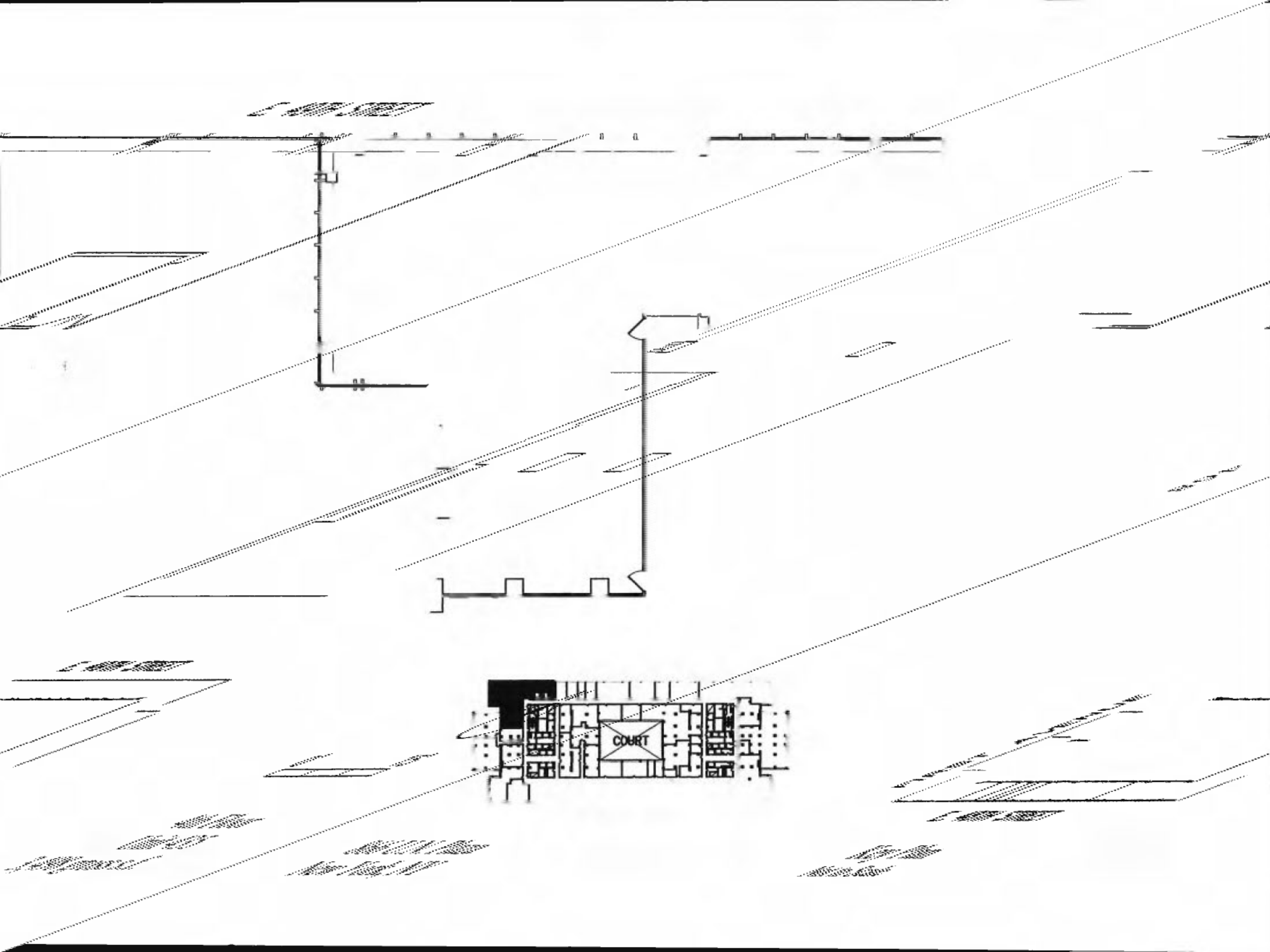
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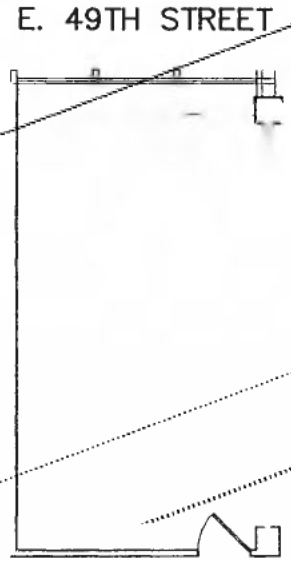
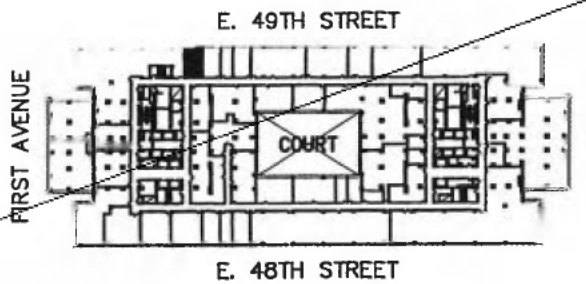
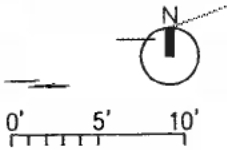


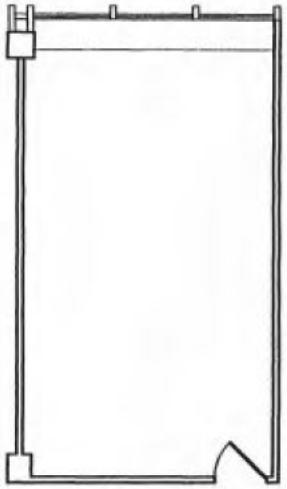

Key Plan
Not to Scale

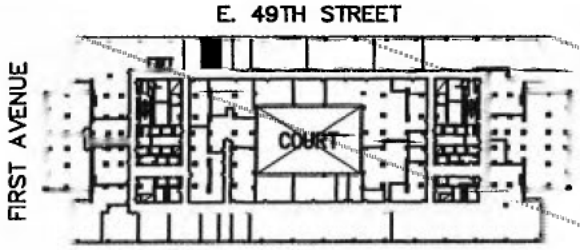



866 U.N. Plaza
New York, NY

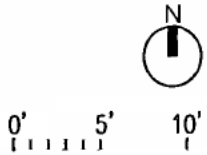
4th Floor
Unit 436
394 gross s.f.

E. 49TH STREET



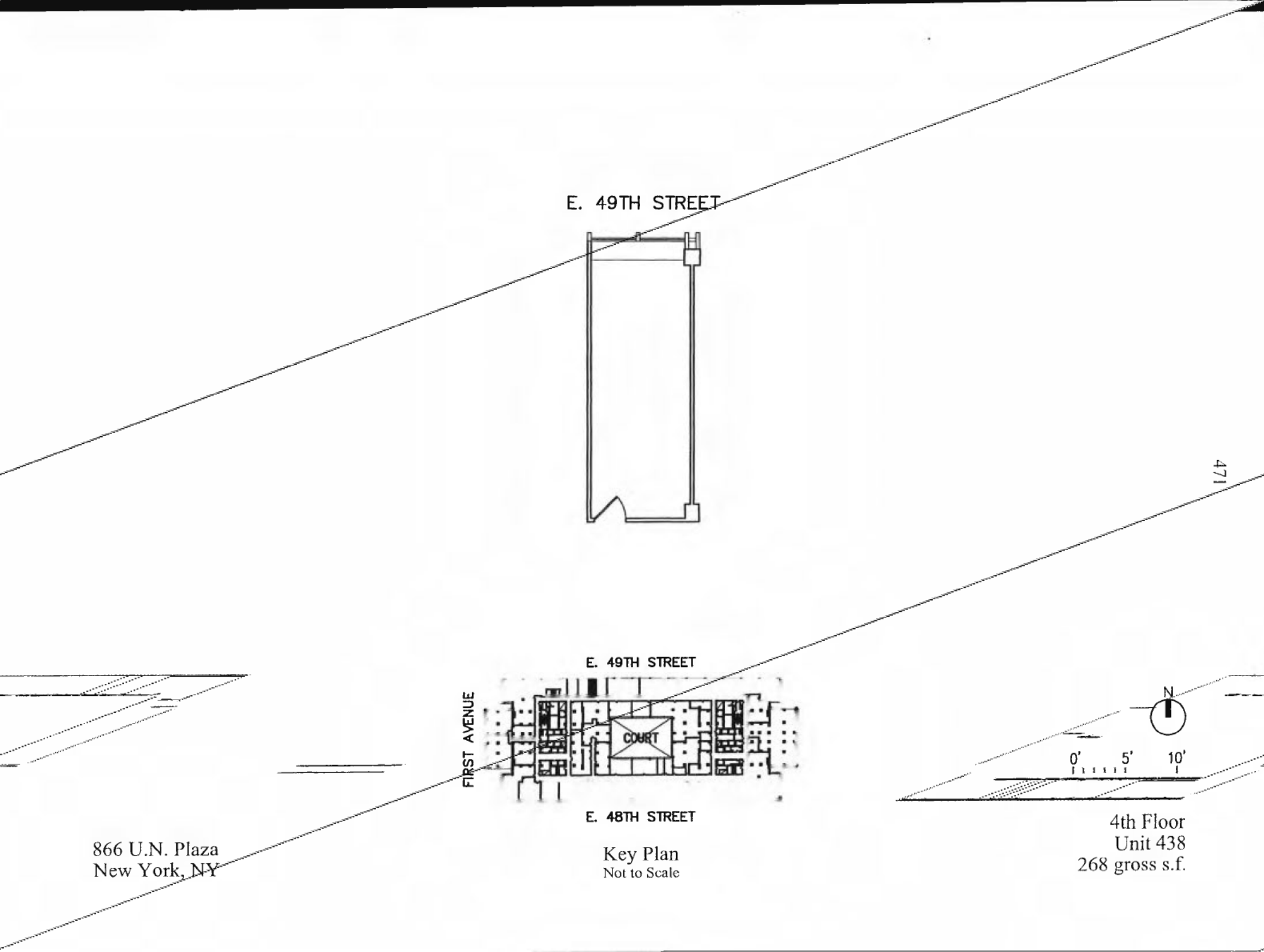



Key Plan
Not to Scale




866 U.N. Plaza
New York, NY

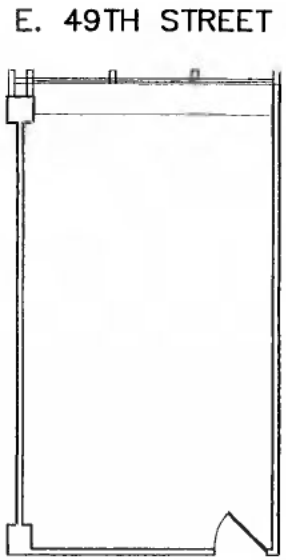
4th Floor
Unit 437
394 gross s.f.

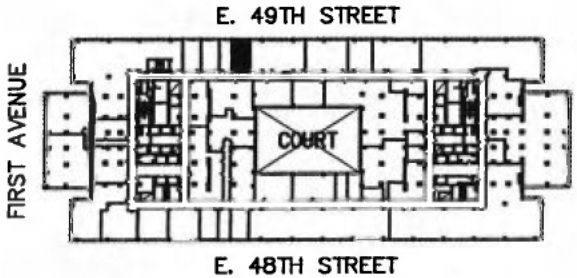



866 U.N. Plaza
New York, NY

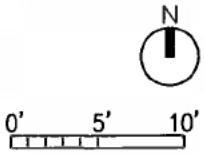
Key Plan
Not to Scale

4th Floor
Unit 438
268 gross s.f.



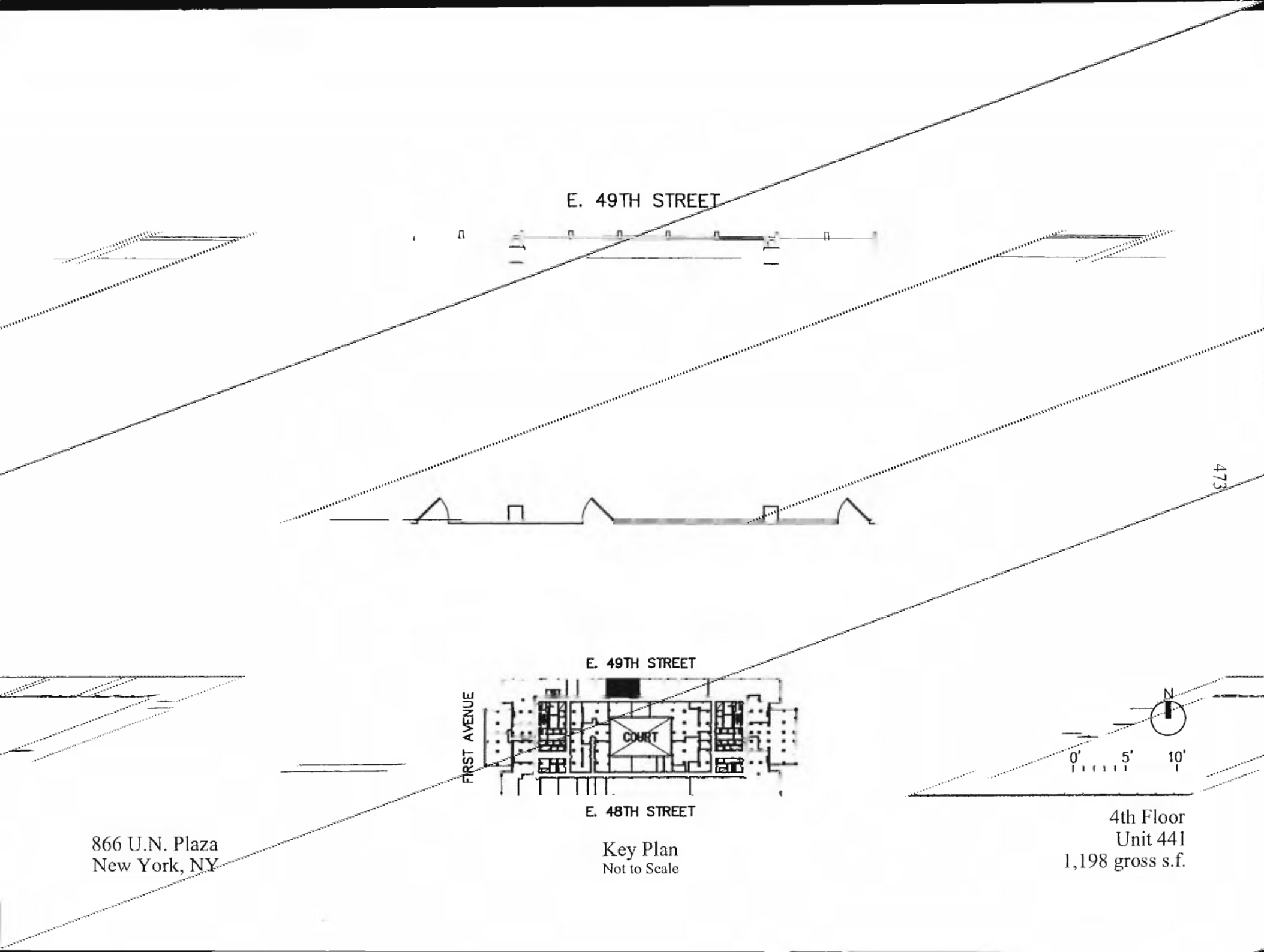




Key Plan
Not to Scale




866 U.N. Plaza
New York, NY

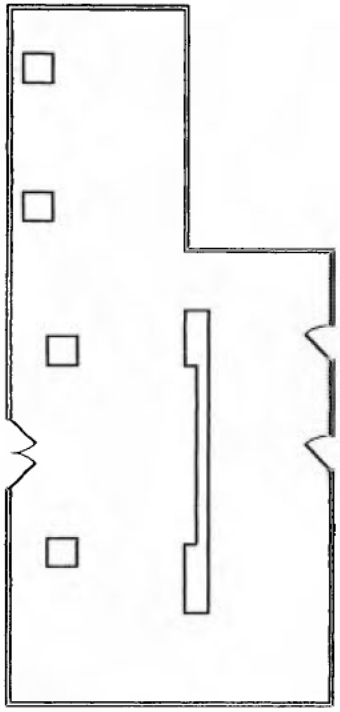
4th Floor
Unit 439
394 gross s.f.

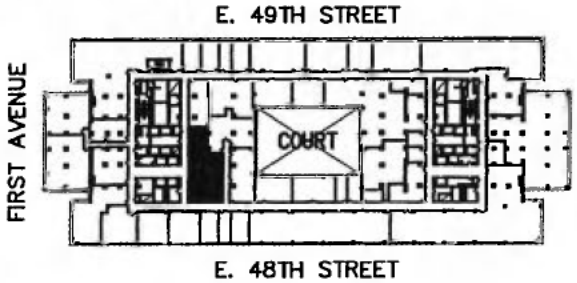



866 U.N. Plaza
New York, NY

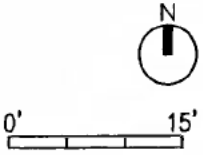
Key Plan
Not to Scale

4th Floor
Unit 441
1,198 gross s.f.



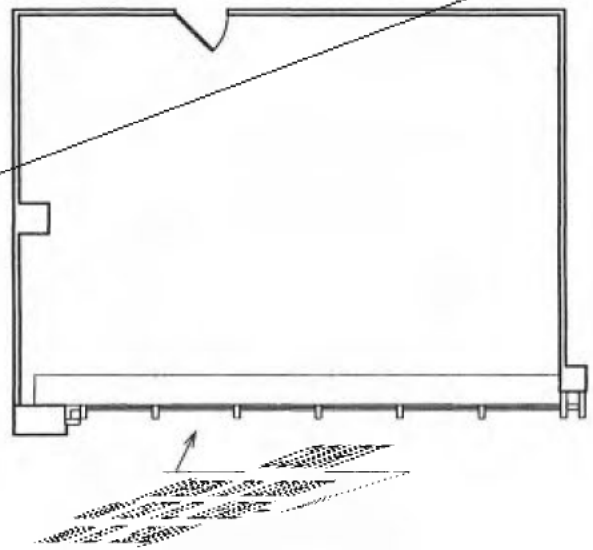


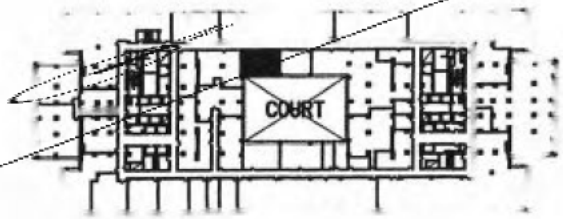

Key Plan
Not to Scale

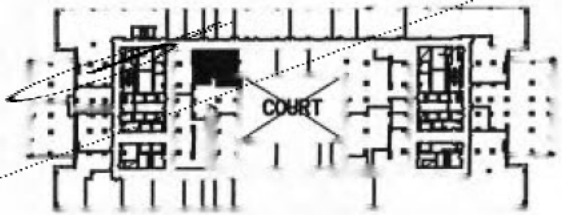


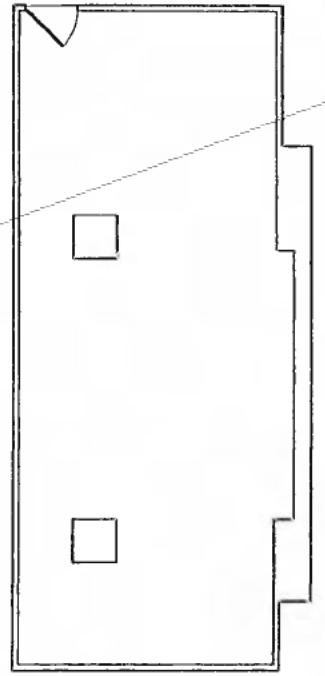

866 U.N. Plaza
New York, NY

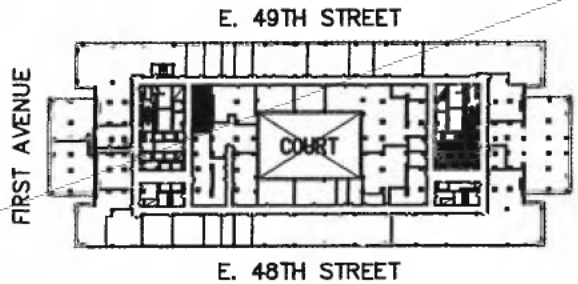
4th Floor
Unit 442
1,395 gross s.f.



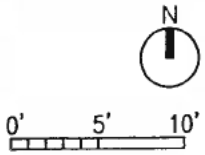

COURT


COURT



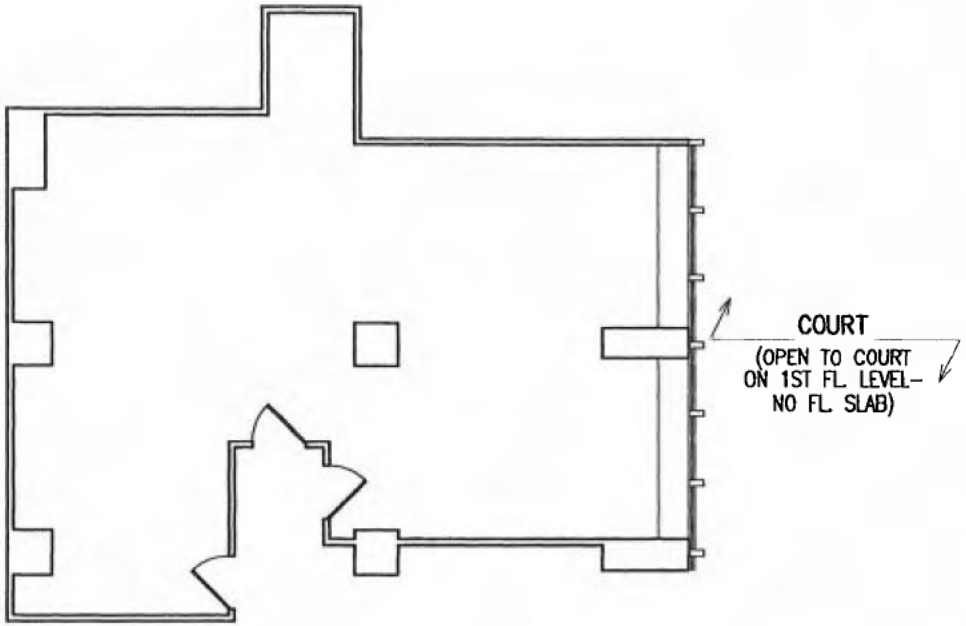


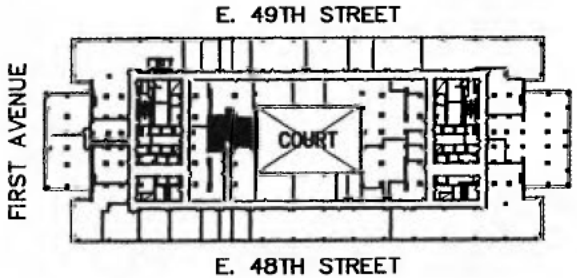

Key Plan
Not to Scale




866 U.N. Plaza
New York, NY

4th Floor
Unit 458
604 gross s.f.




Key Plan
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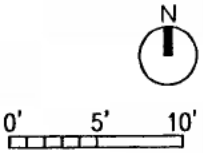
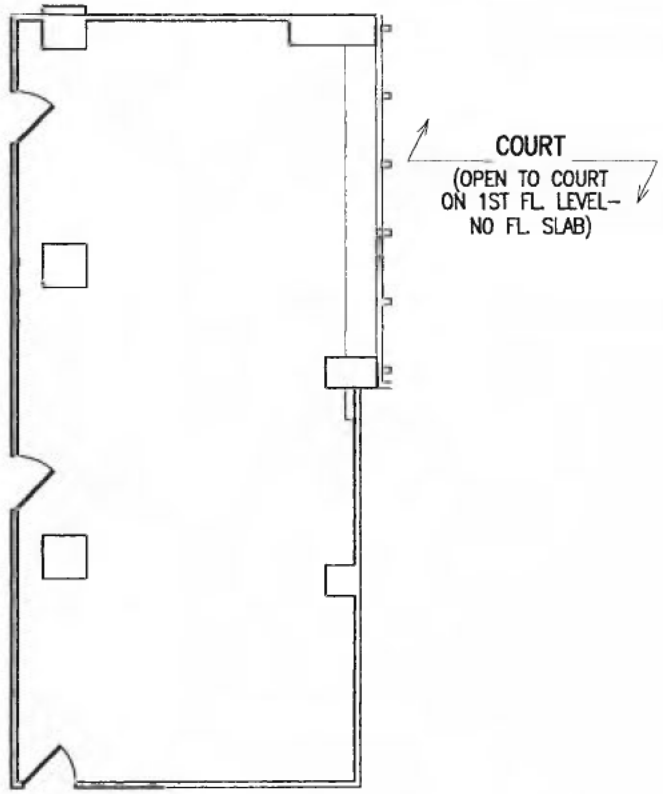
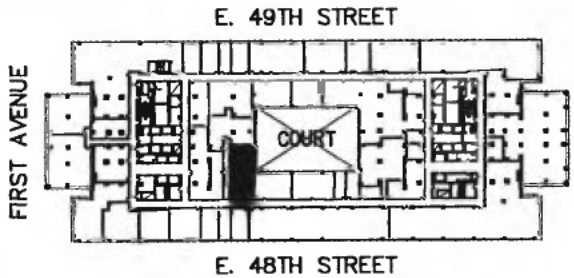


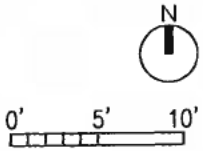

866 U.N. Plaza
New York, NY

4th Floor
Unit 470
975 gross s.f.



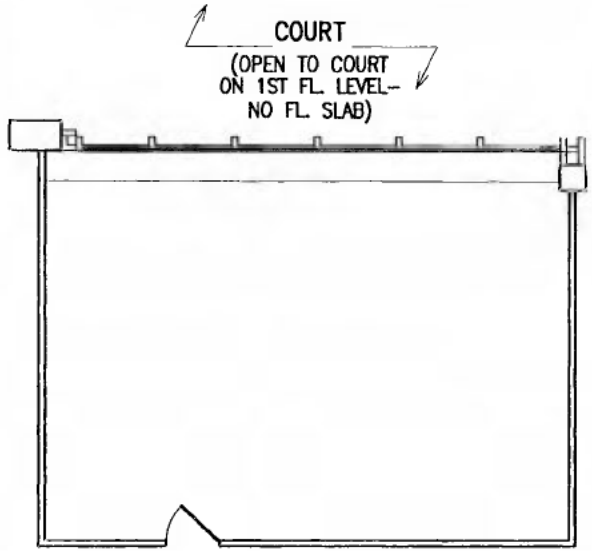



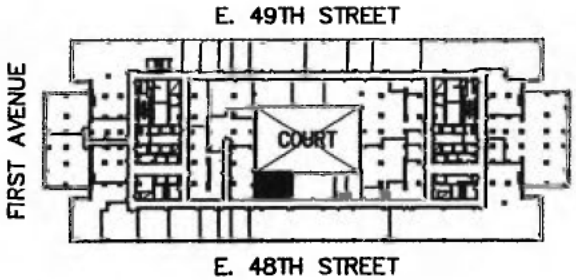

Key Plan
Not to Scale



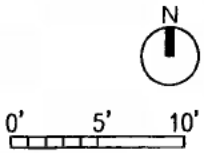

866 U.N. Plaza
New York, NY

4th Floor
Unit 473
888 gross s.f.



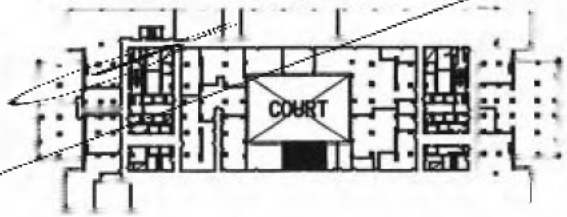



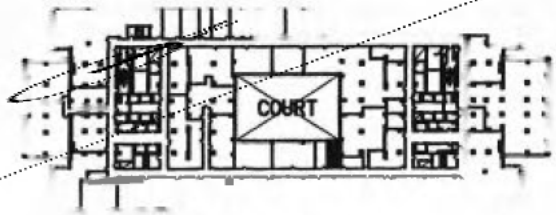

Key Plan
Not to Scale

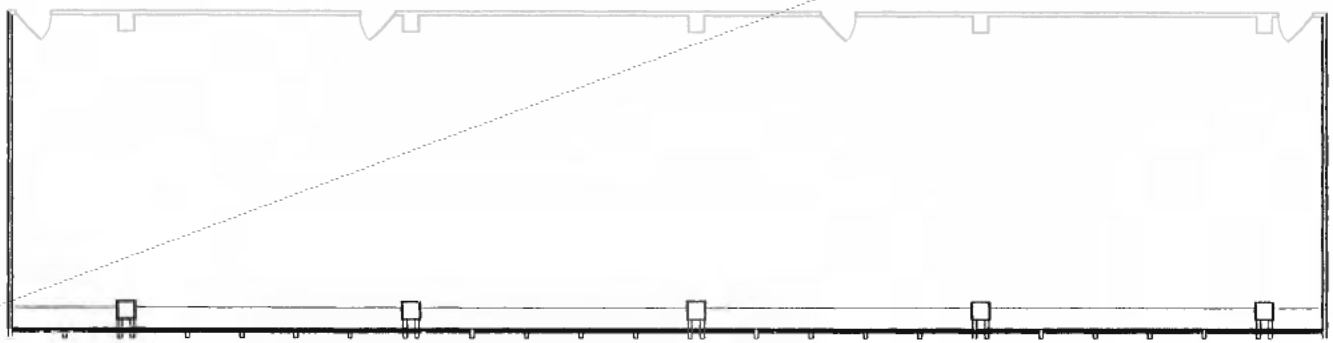


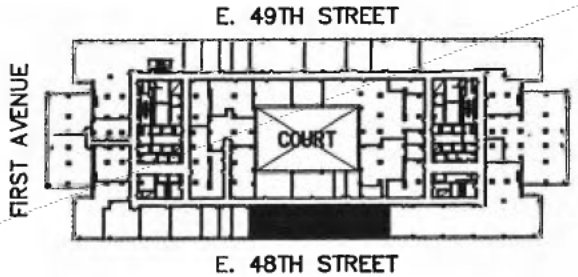

866 U.N. Plaza
New York, NY

4th Floor
Unit 476
695 gross s.f.

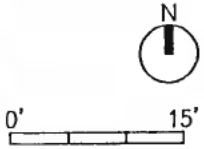

COURT


COURT



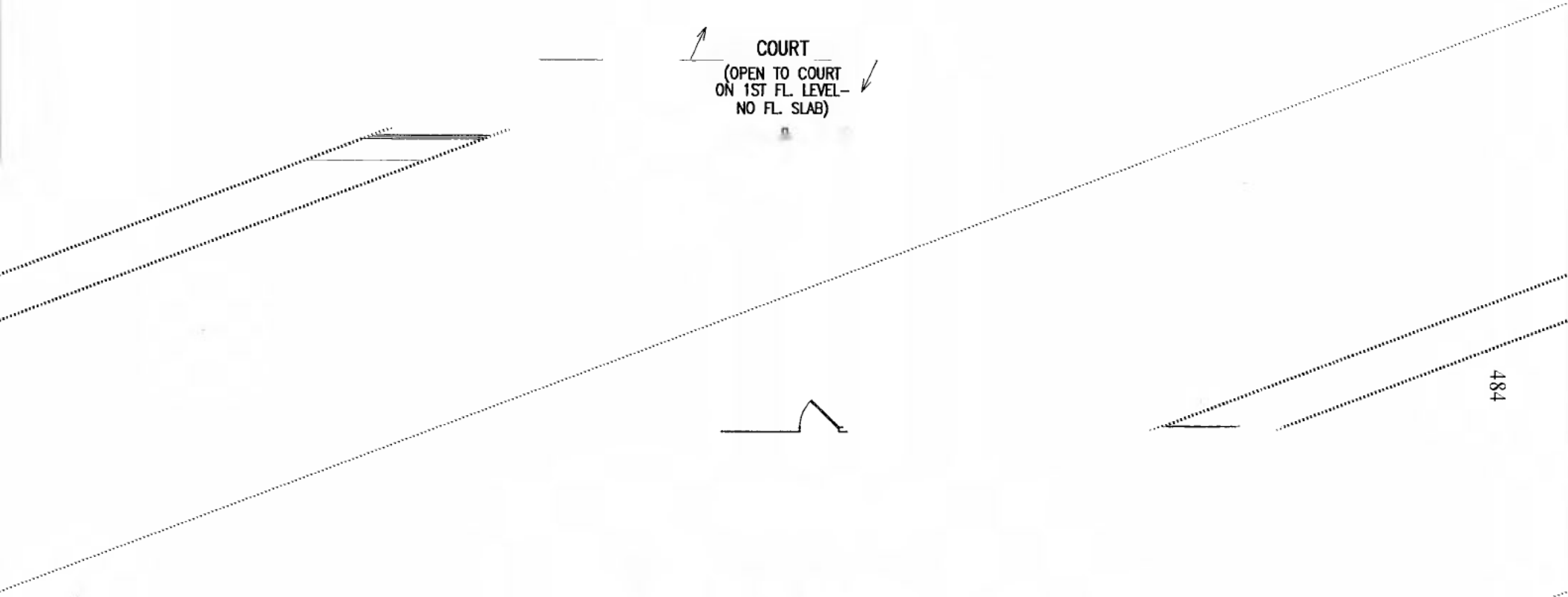



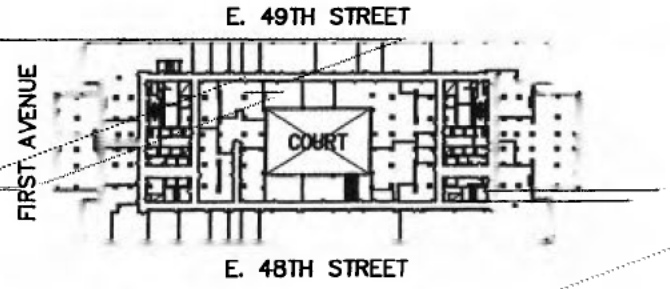

Key Plan
Not to Scale

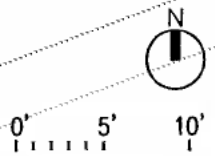



866 U.N. Plaza
New York, NY

4th Floor
Unit 480
3,053 gross s.f.



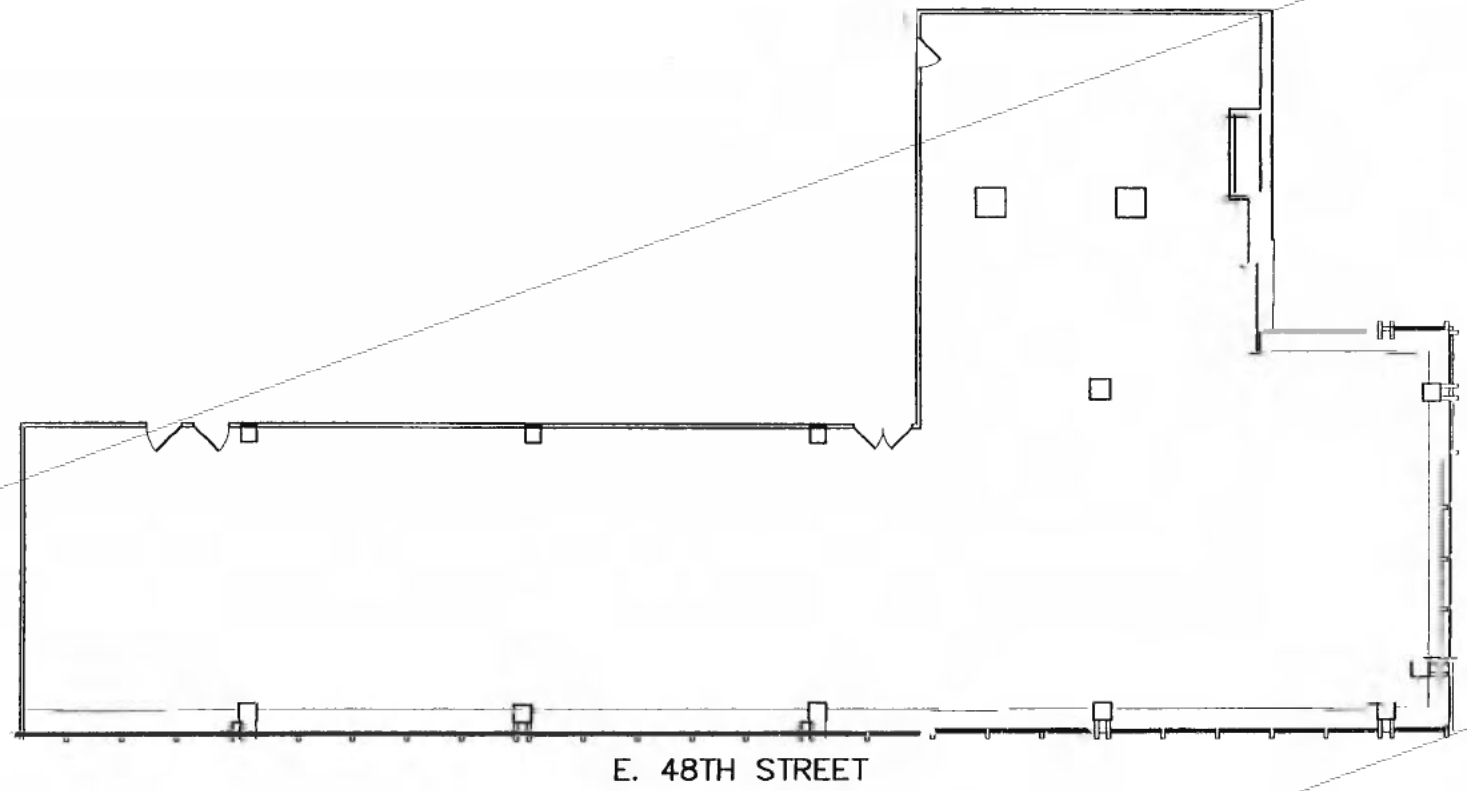



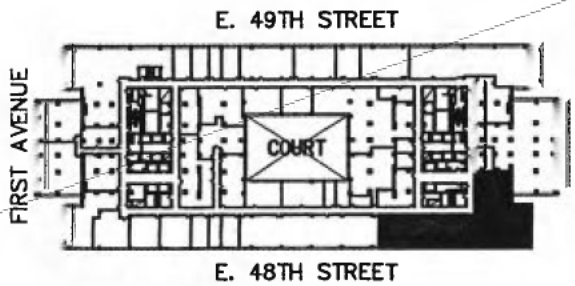




866 U.N. Plaza
New York, NY

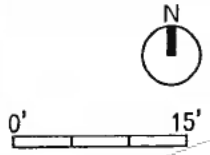
Key Plan
Not to Scale

4th Floor
Unit 481
216 gross s.f.



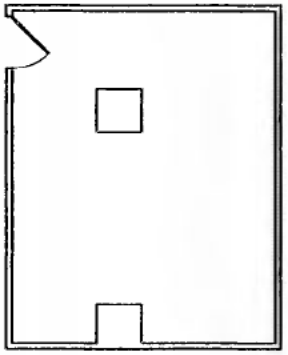



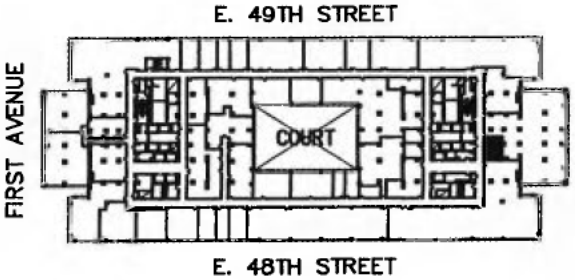

Key Plan
Not to Scale



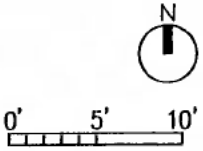

866 U.N. Plaza
New York, NY

4th Floor
Unit 486
4,536 gross s.f.



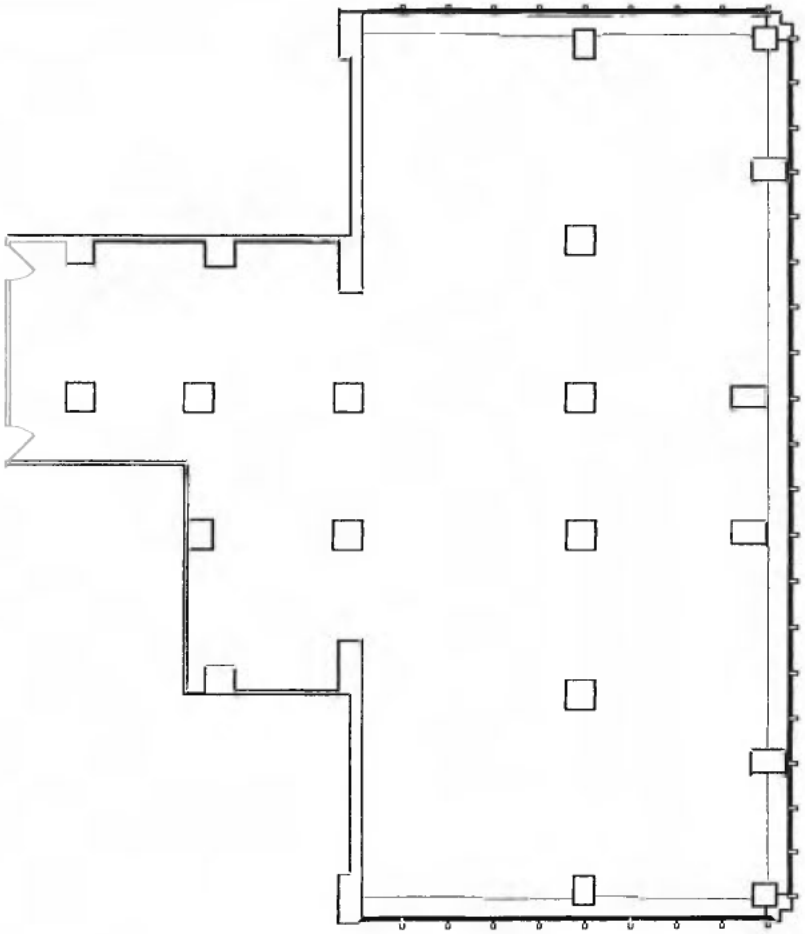


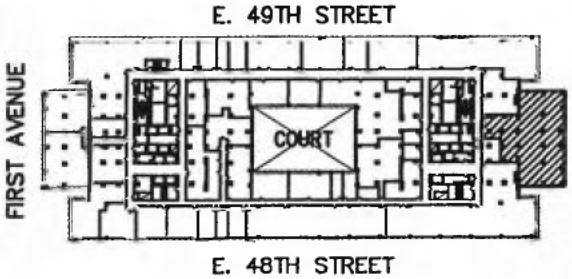

Key Plan
Not to Scale



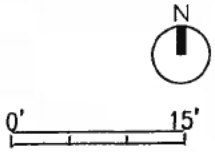

866 U.N. Plaza
New York, NY

4th Floor
Unit 492
296 gross s.f.



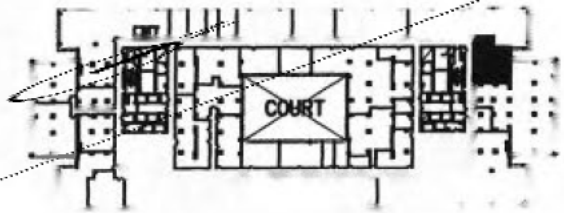


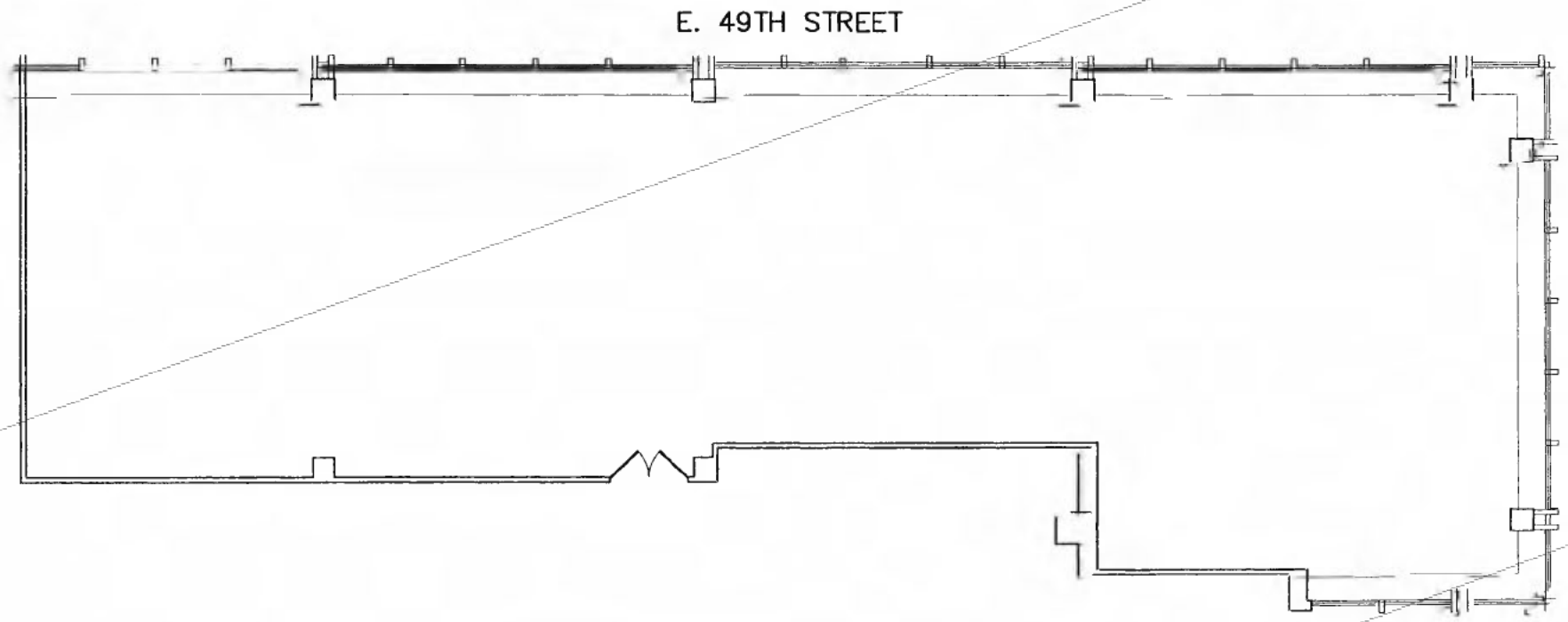

Key Plan
Not to Scale

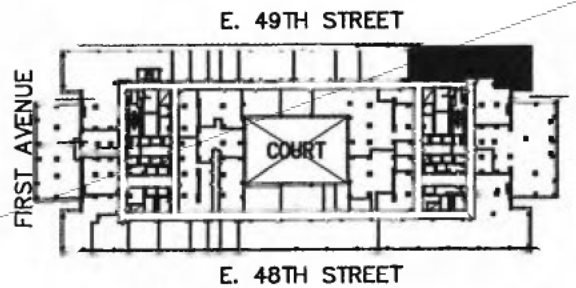



866 U.N. Plaza
New York, NY

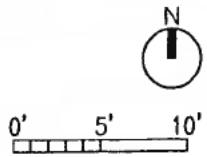
4th Floor
Unit 494
3,811 gross s.f.


COURT



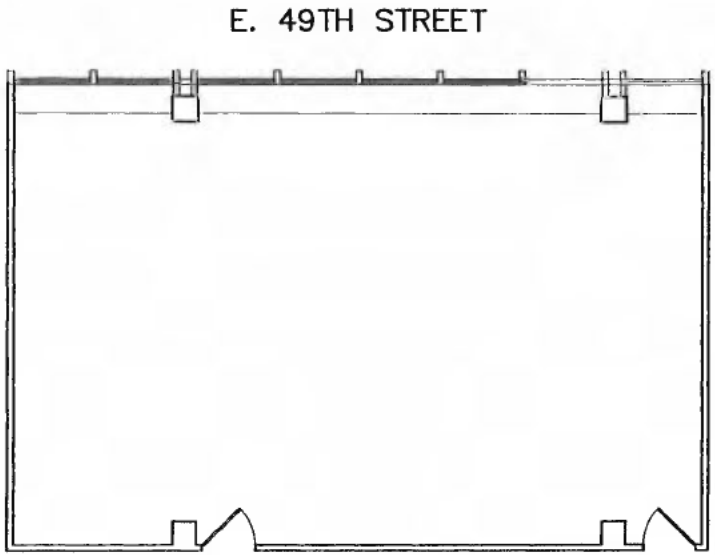



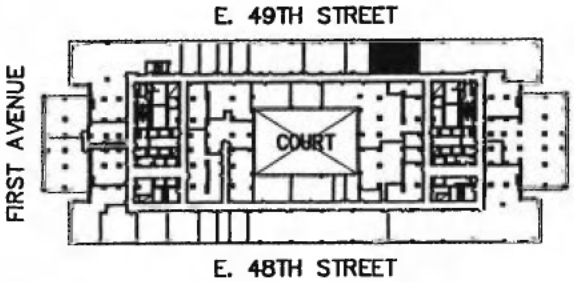

Key Plan
Not to Scale



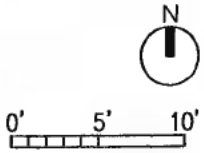

866 U.N. Plaza
New York, NY

4th Floor
Unit 4011
2,832 gross s.f.



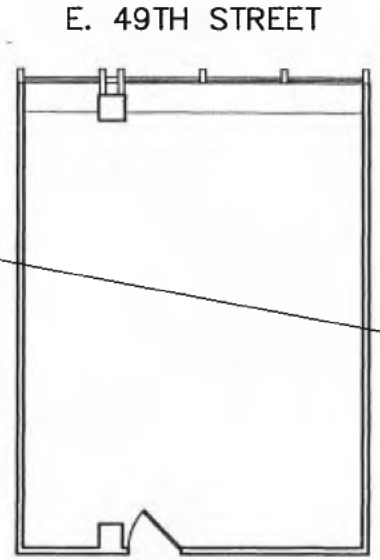



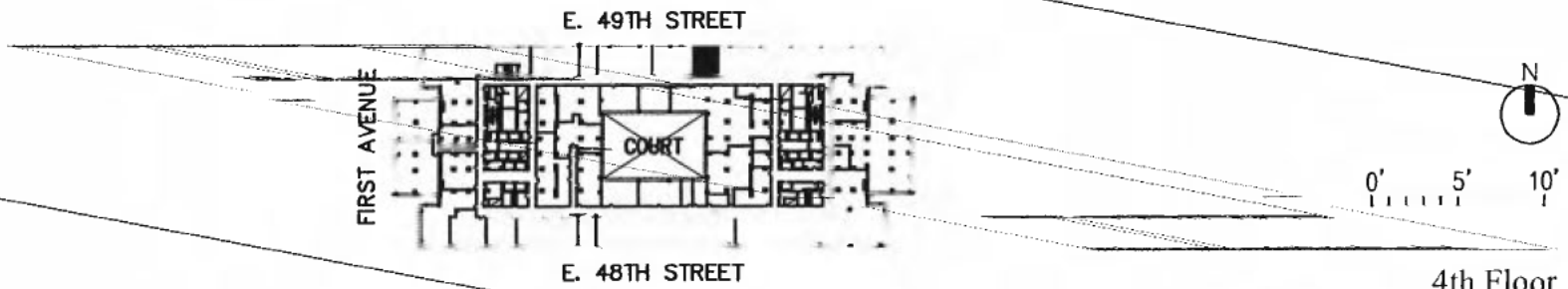

Key Plan
Not to Scale




866 U.N. Plaza
New York, NY

4th Floor
Unit 4014
1,071 gross s.f.

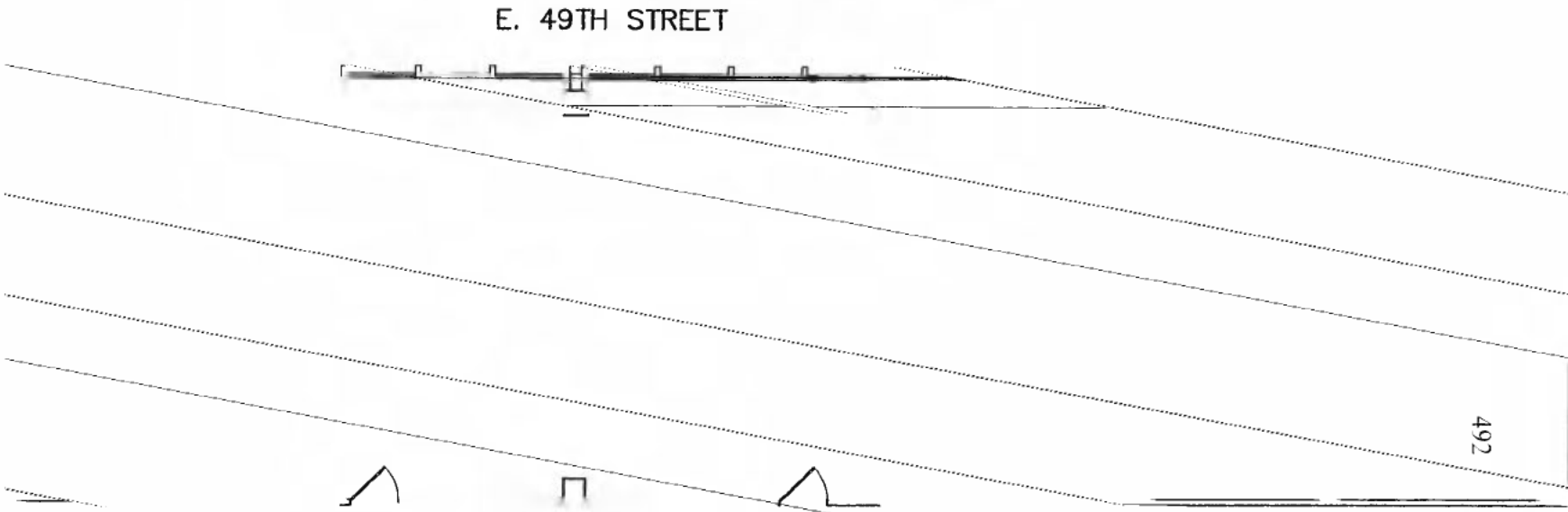


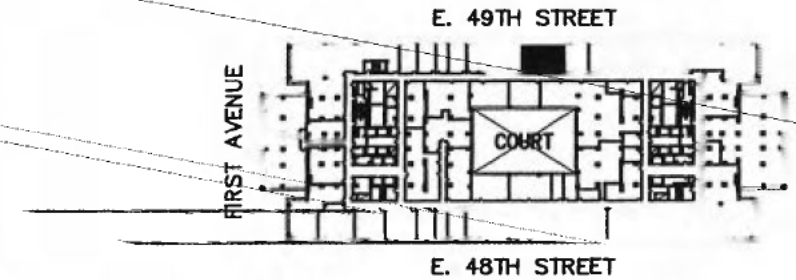




866 U.N. Plaza
New York, NY

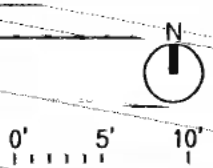
Key Plan
Not to Scale

4th Floor
Unit 4018
535 gross s.f.



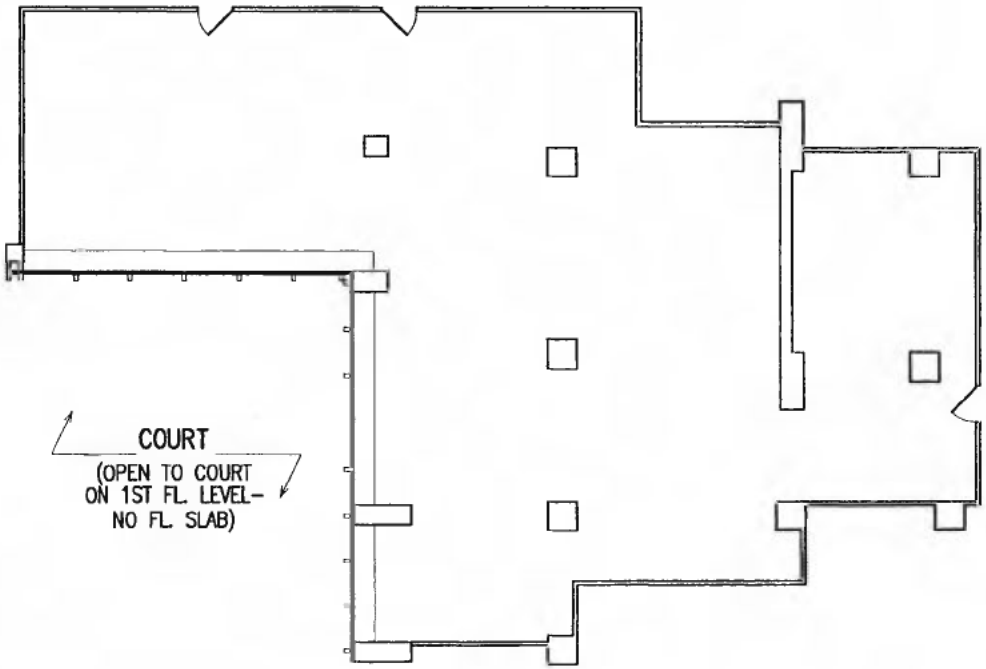



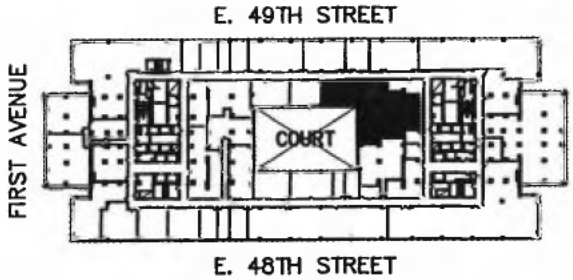

Key Plan
Not to Scale



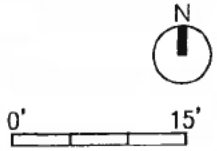

866 U.N. Plaza
New York, NY

4th Floor
Unit 4019
916 gross s.f.



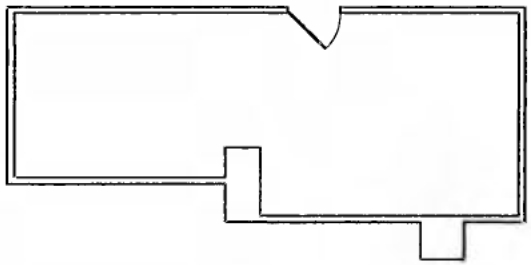



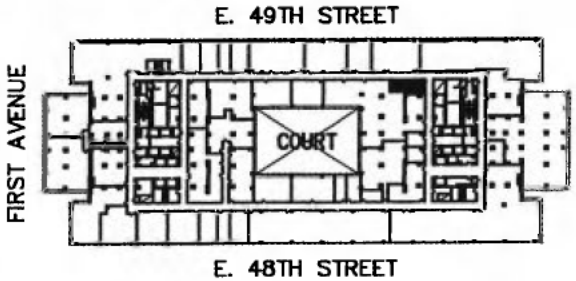

Key Plan
Not to Scale



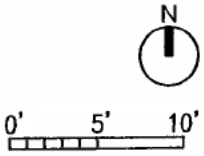

866 U.N. Plaza
New York, NY

4th Floor
Unit 4030
2,969 gross s.f.



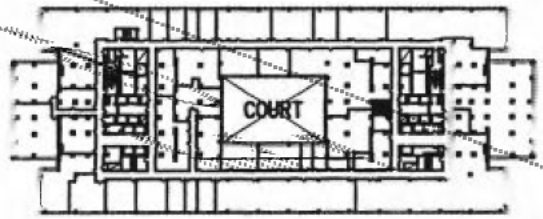


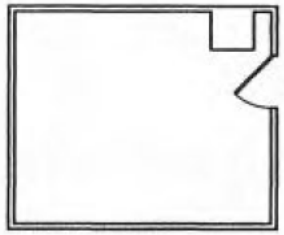

Key Plan
Not to Scale

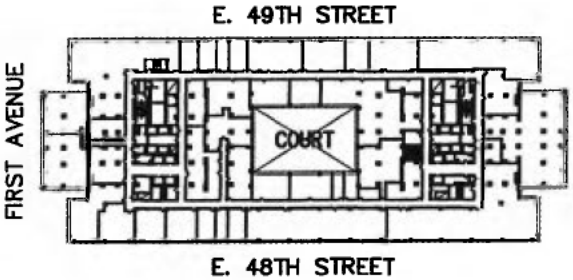



866 U.N. Plaza
New York, NY

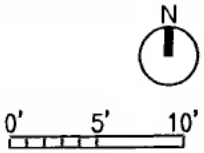
4th Floor
Unit 4036
323 gross s.f.


COURT



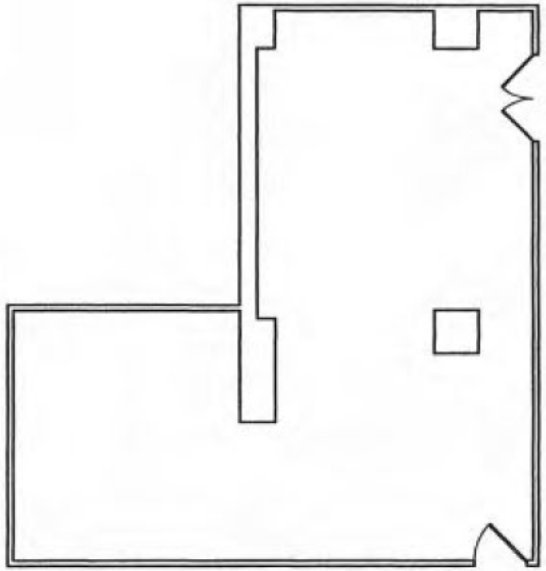


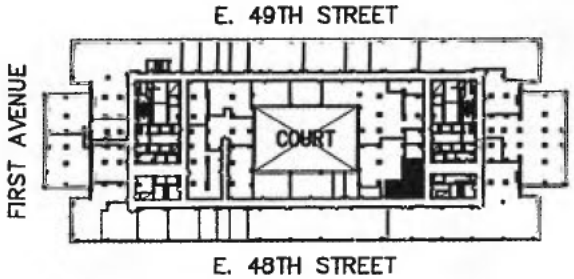

Key Plan
Not to Scale



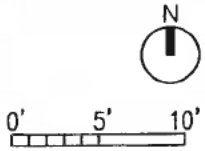

866 U.N. Plaza
New York, NY

4th Floor
Unit 4042
187 gross s.f.



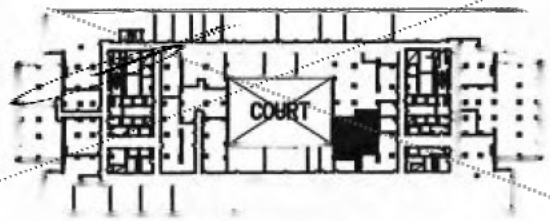



Key Plan
Not to Scale

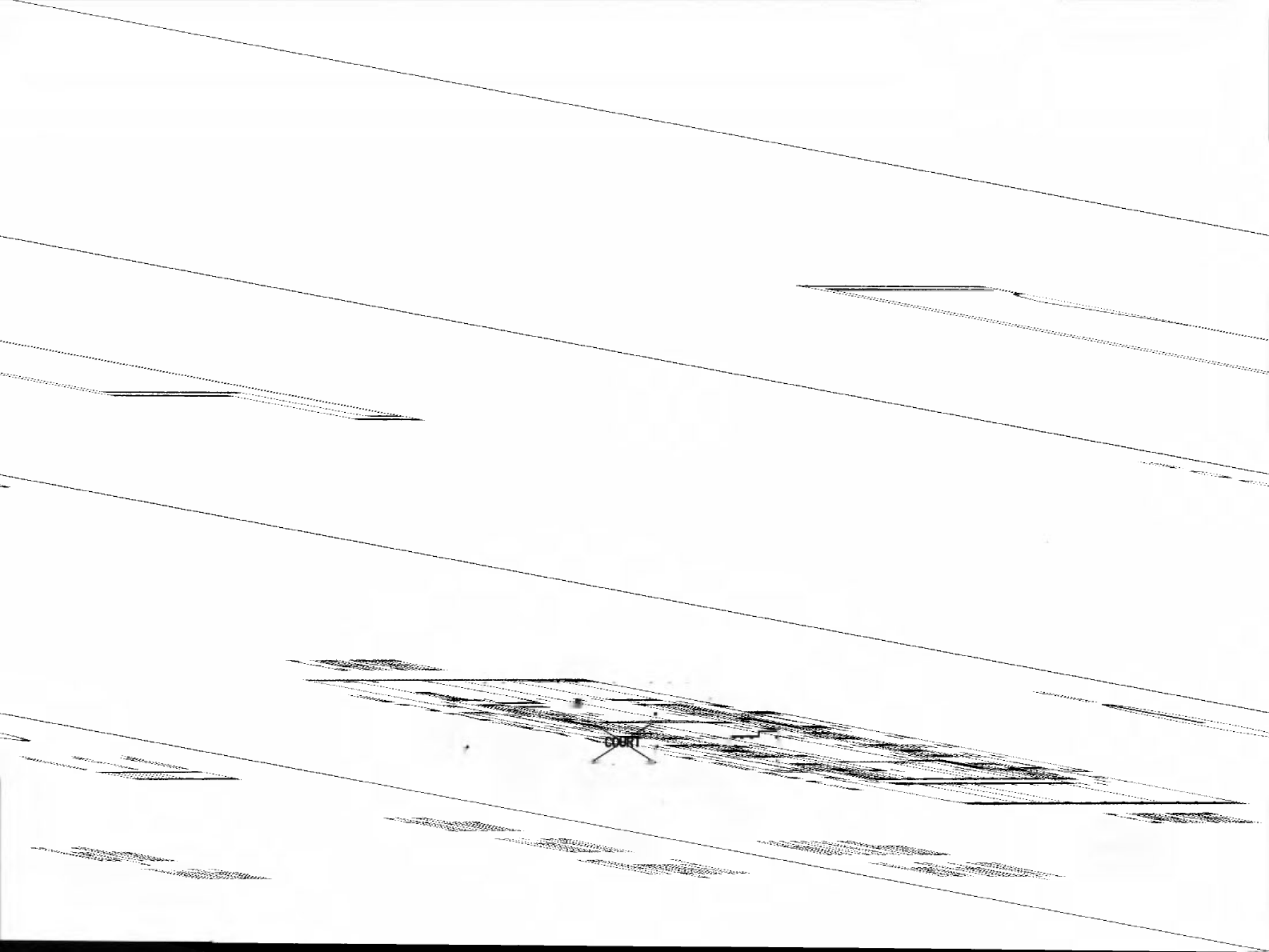


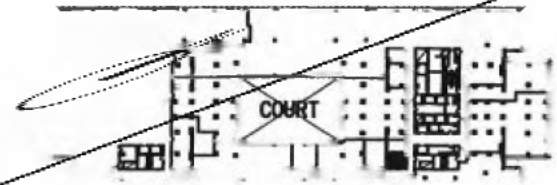

866 U.N. Plaza
New York, NY

4th Floor
Unit 4044
723 gross s.f.

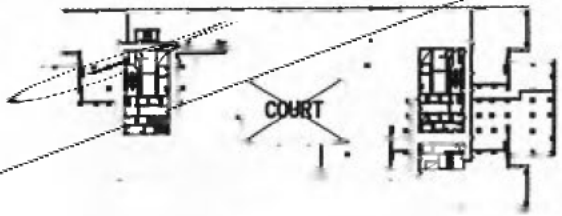

COURT

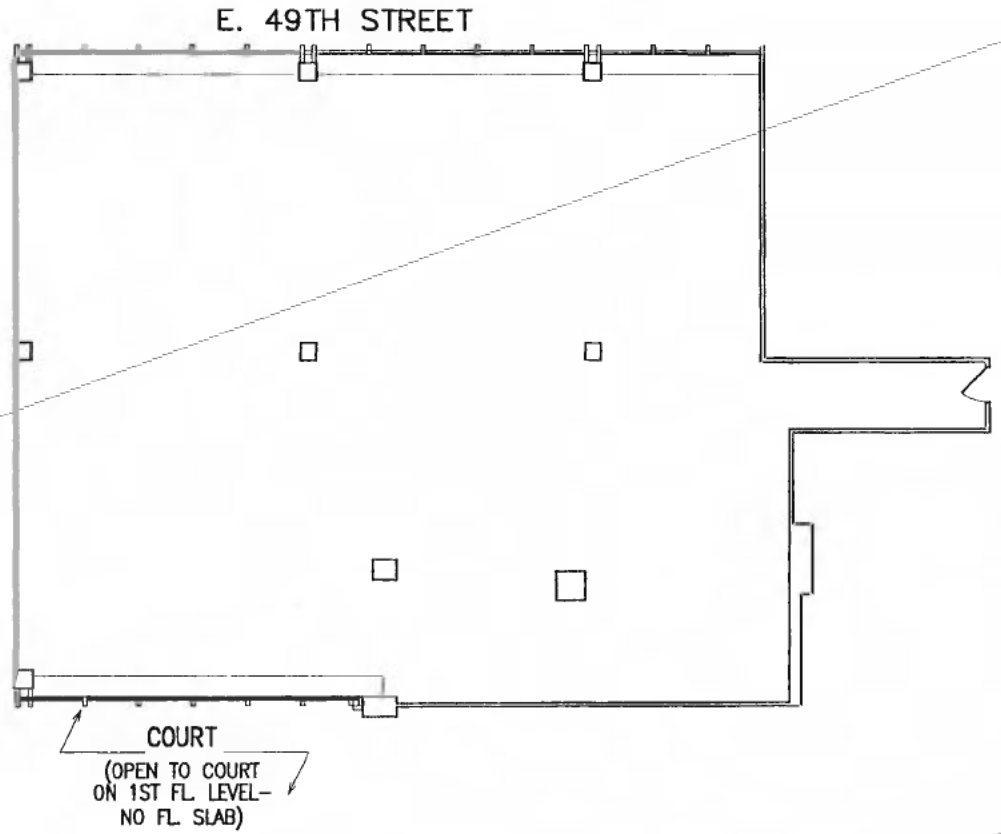
COURT

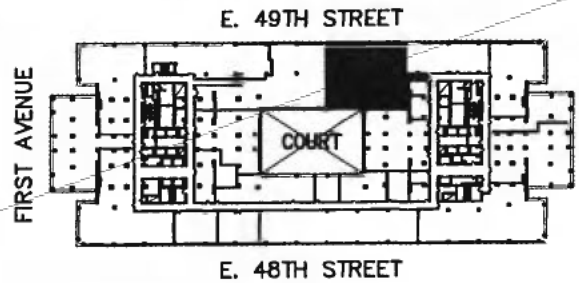

COURT


COURT

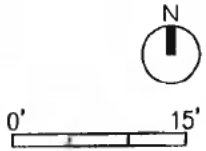
COURT


COURT



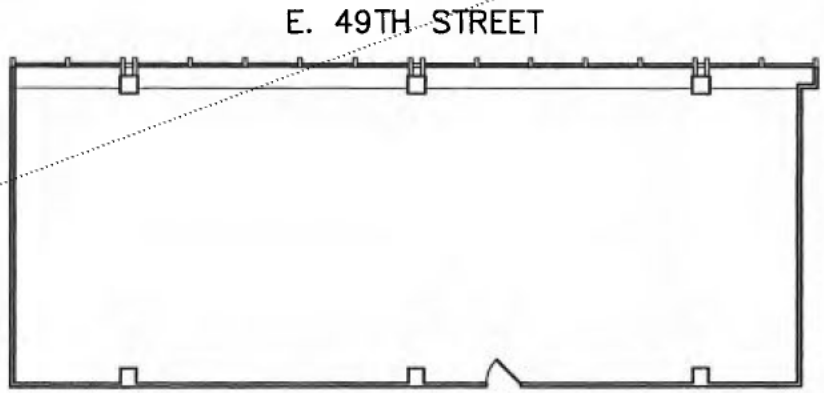



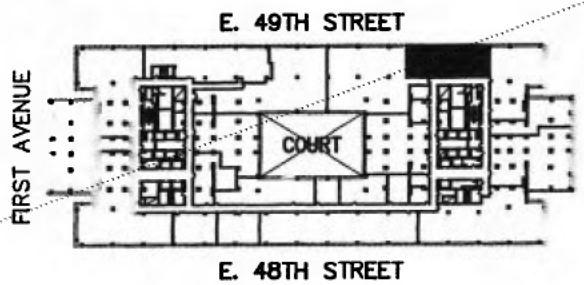

Key Plan
Not to Scale



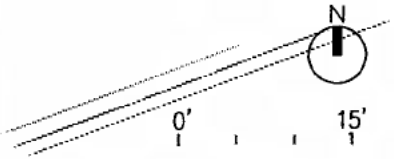

866 U.N. Plaza
New York, NY

5th Floor
Unit 516
3,800 gross s.f.



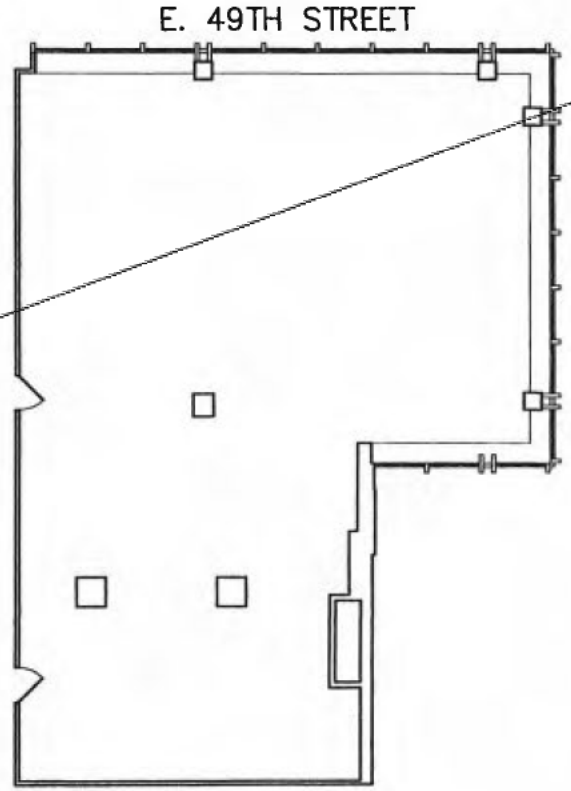



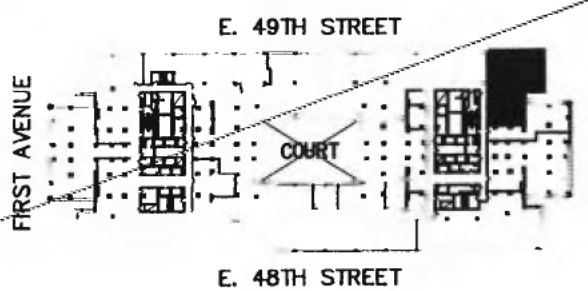

Key Plan
Not to Scale



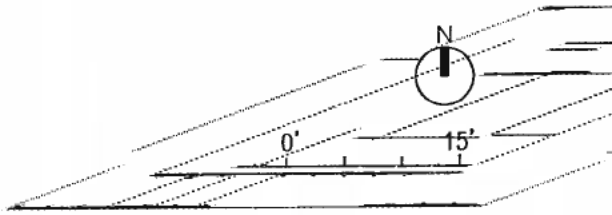

866 U.N. Plaza
New York, NY

5th Floor
Unit 517
1,824 gross s.f.



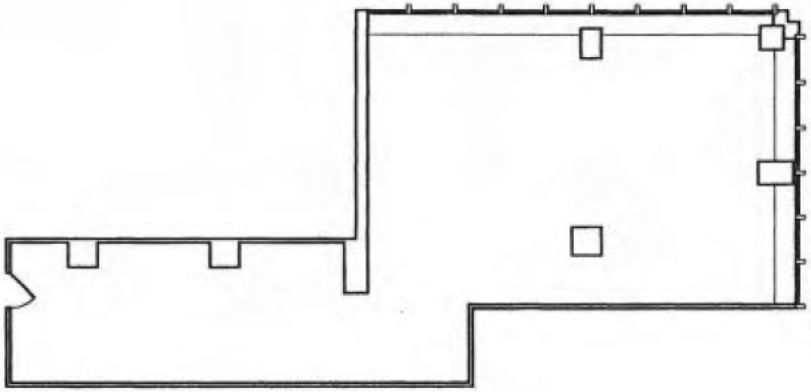



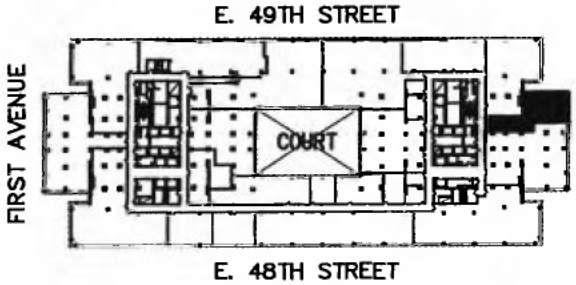

Key Plan
Not to Scale



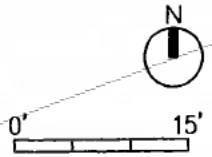

866 U.N. Plaza
New York, NY

5th Floor
Unit 520
2,465 gross s.f.



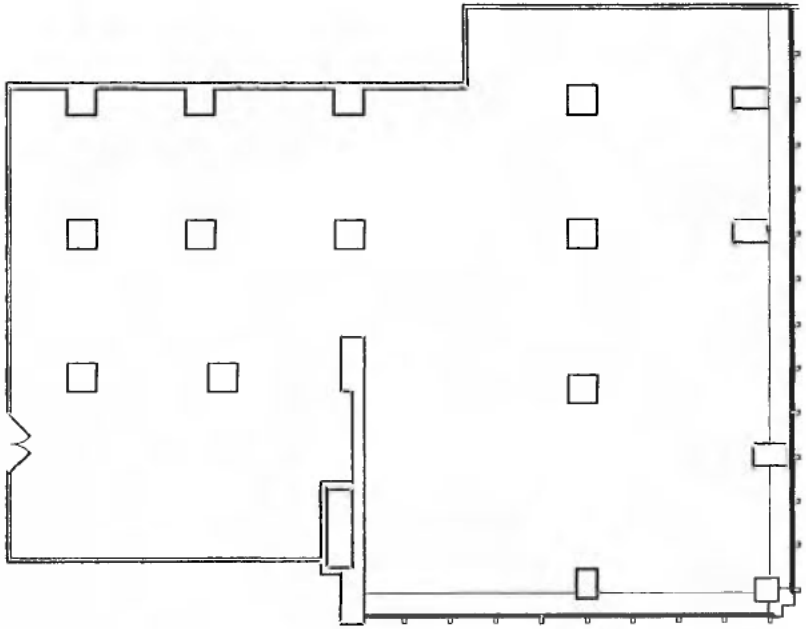


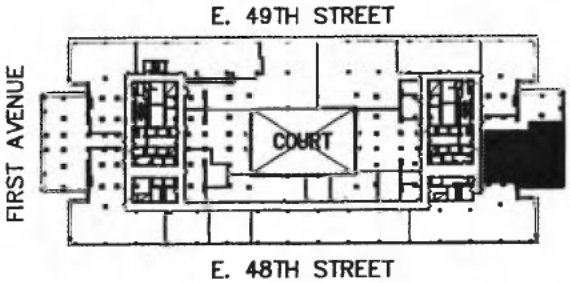

Key Plan
Not to Scale



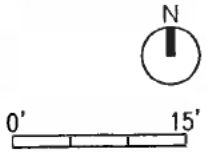

866 U.N. Plaza
New York, NY

5th Floor
Unit 522
1,399 gross s.f.



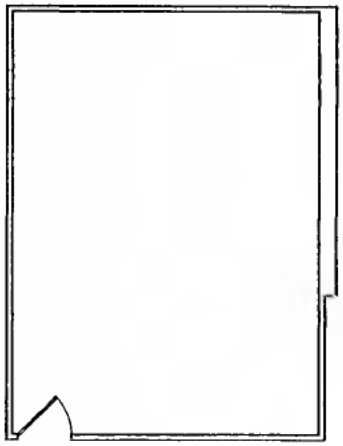


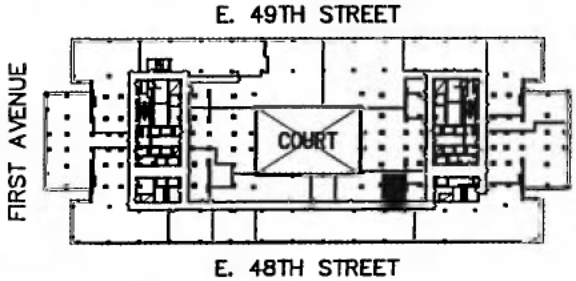

Key Plan
Not to Scale



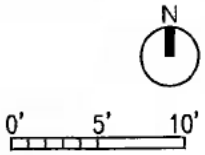

866 U.N. Plaza
New York, NY

5th Floor
Unit 525
3,171 gross s.f.



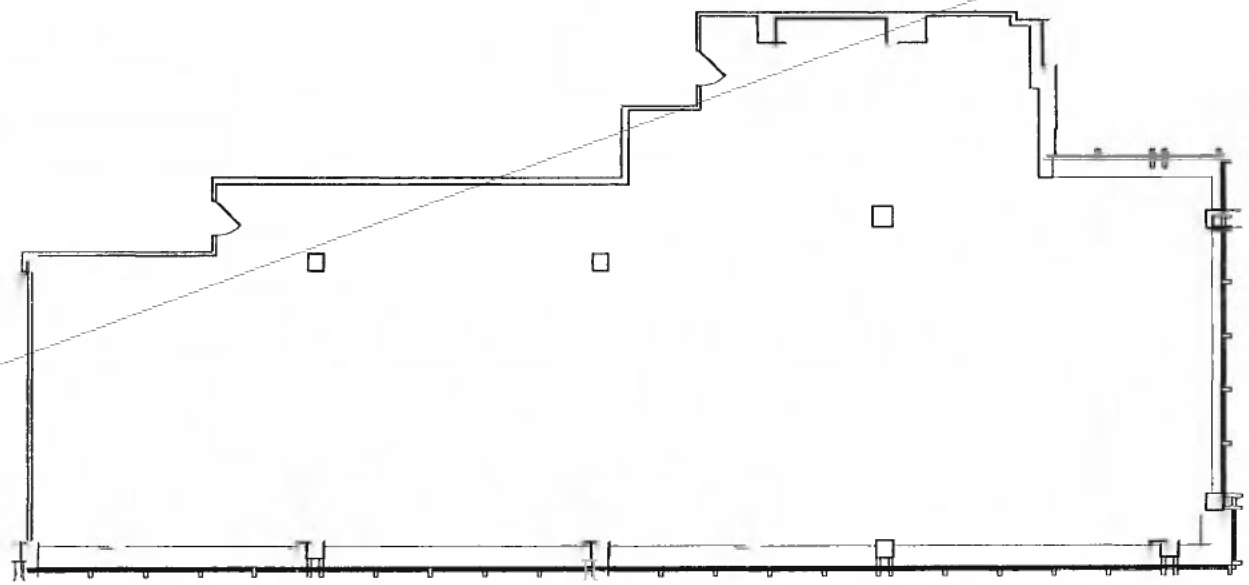


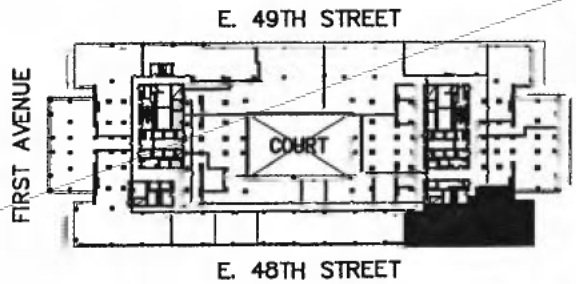

Key Plan
Not to Scale



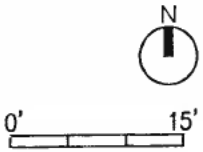

866 U.N. Plaza
New York, NY

5th Floor
Unit 529
439 gross s.f.



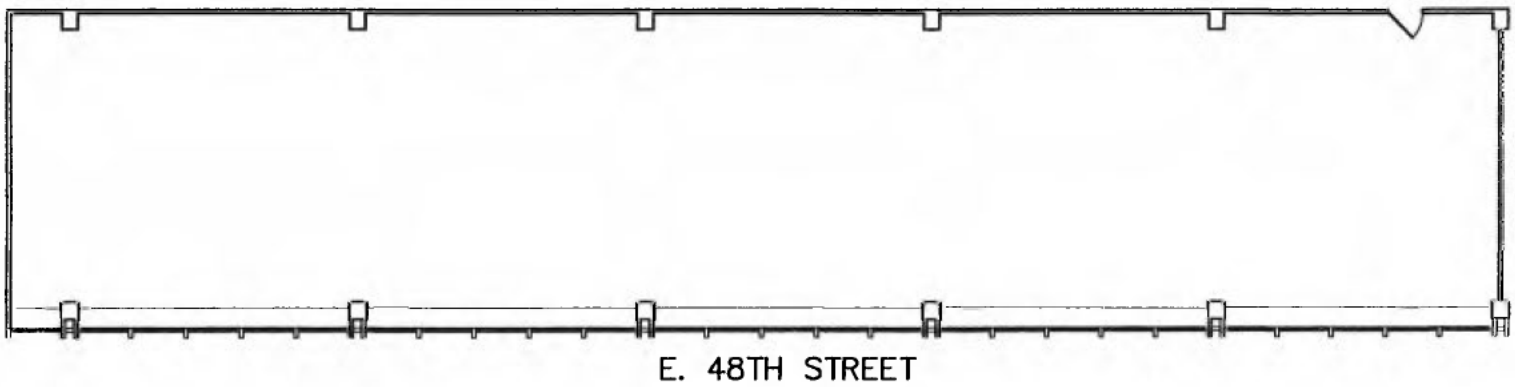



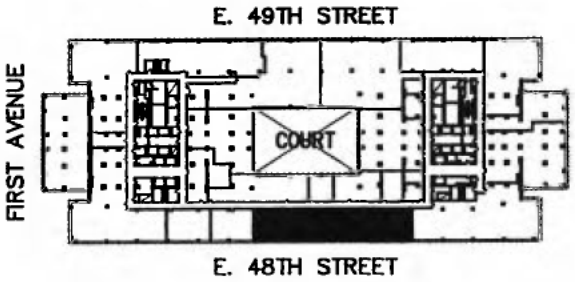

Key Plan
Not to Scale




866 U.N. Plaza
New York, NY

5th Floor
Unit 533
3,865 gross s.f.

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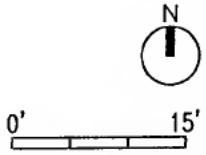
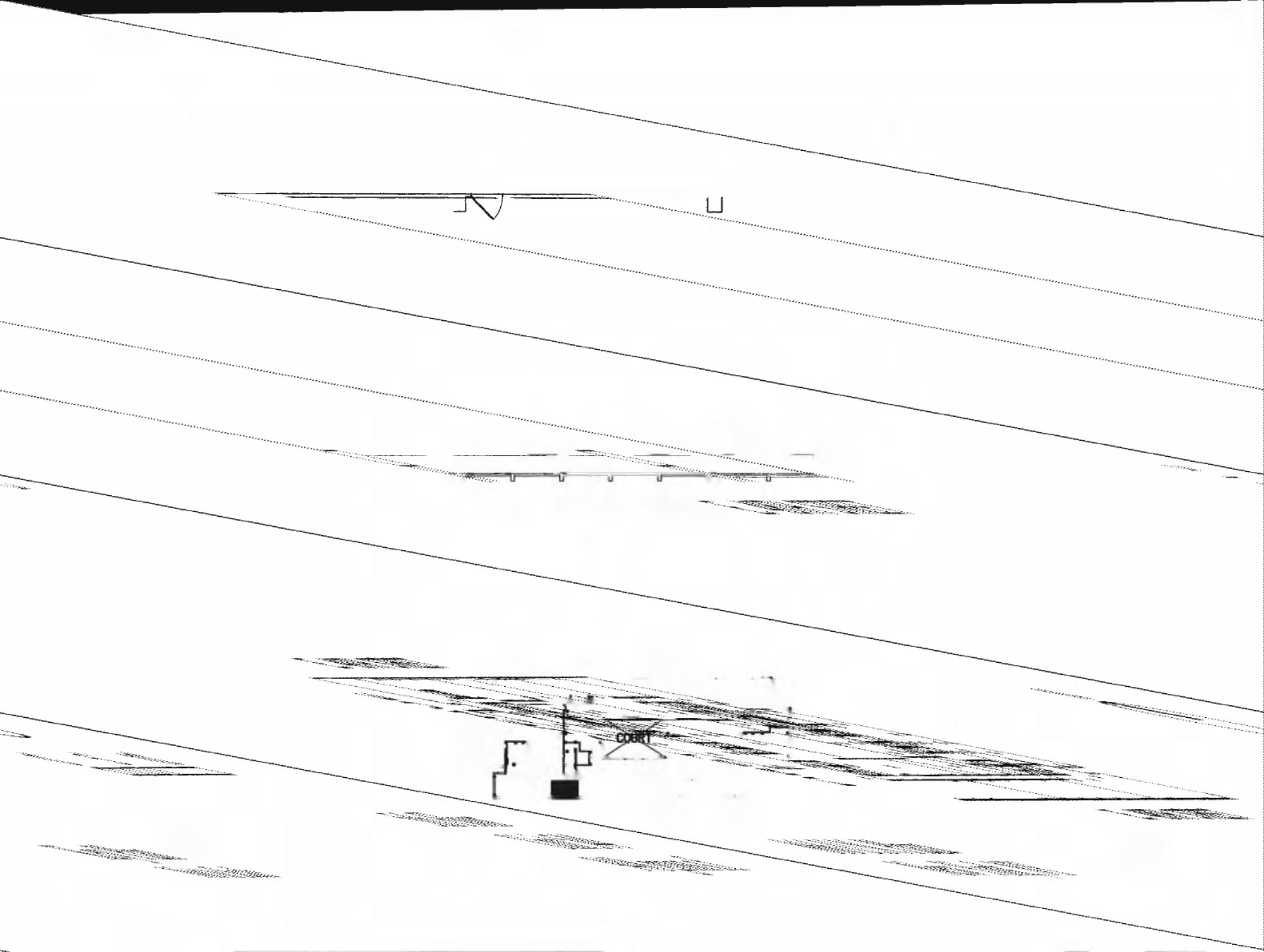



866 U.N. Plaza
New York, NY

5th Floor
Unit 540
3,452 gross s.f.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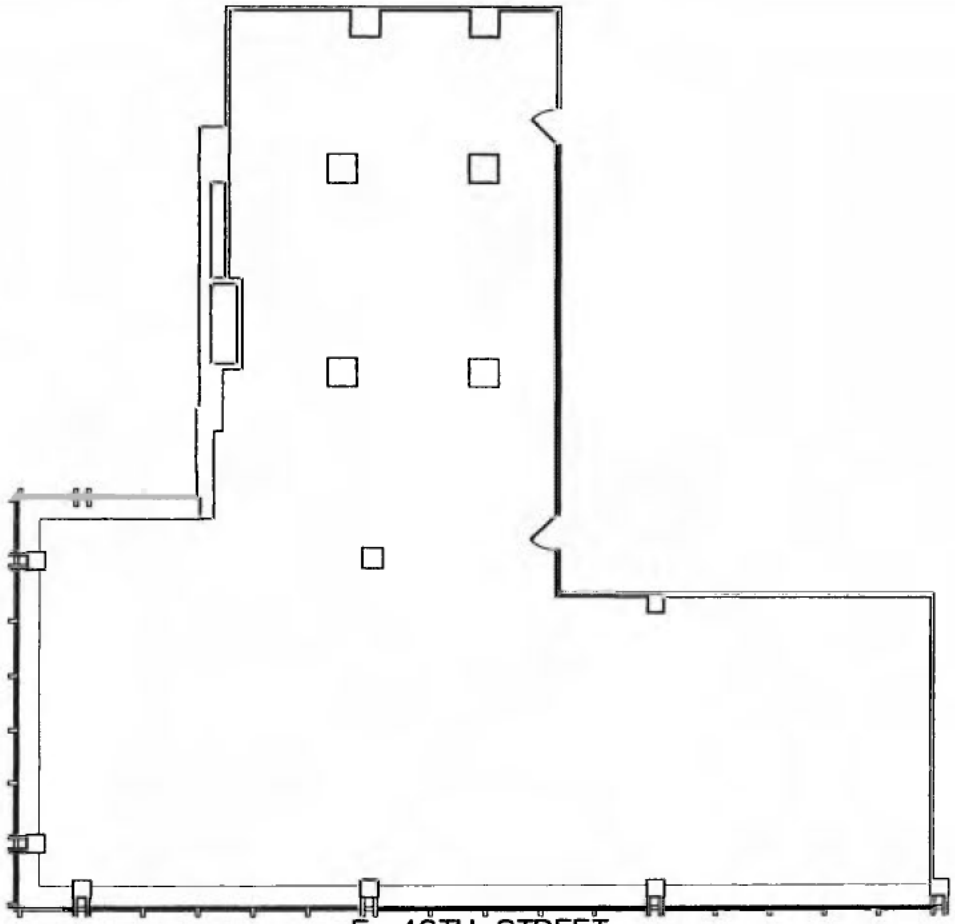


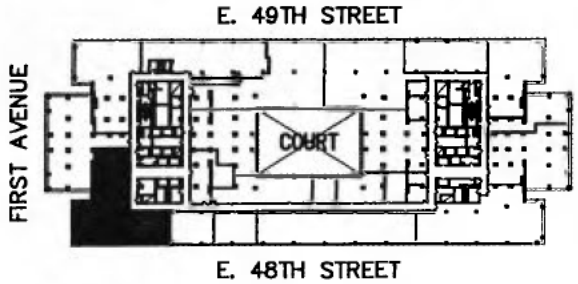


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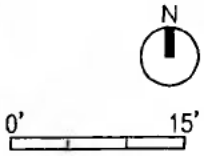
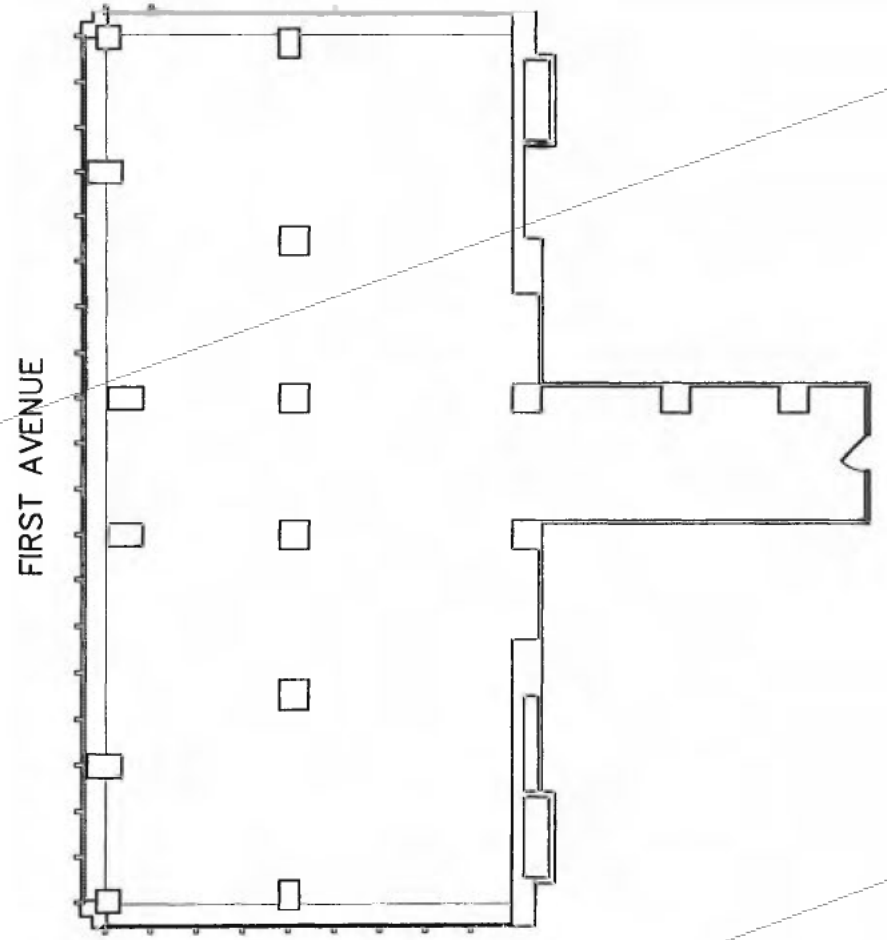
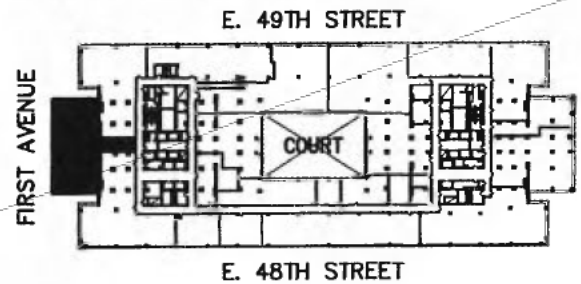



866 U.N. Plaza
New York, NY

5th Floor
Unit 552
3,758 gross s.f.

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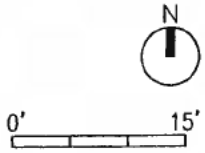
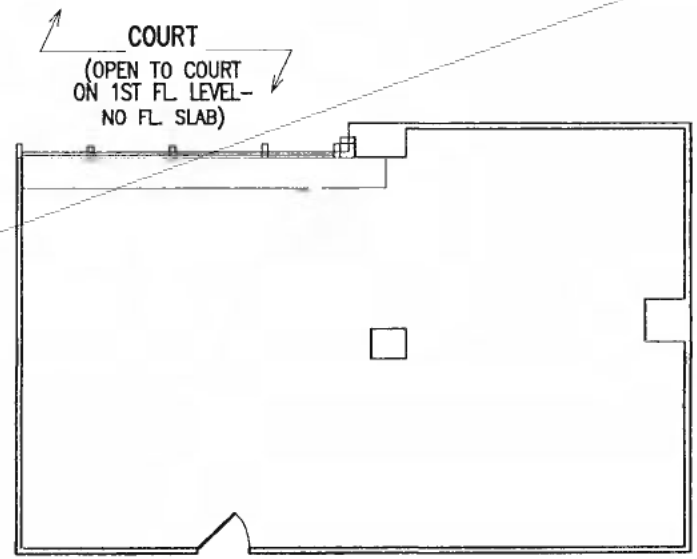
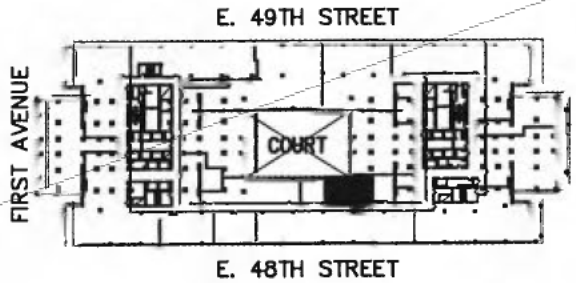



866 U.N. Plaza
New York, NY

5th Floor
Unit 555
3,344 gross s.f.

COURT

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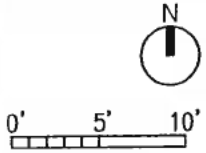
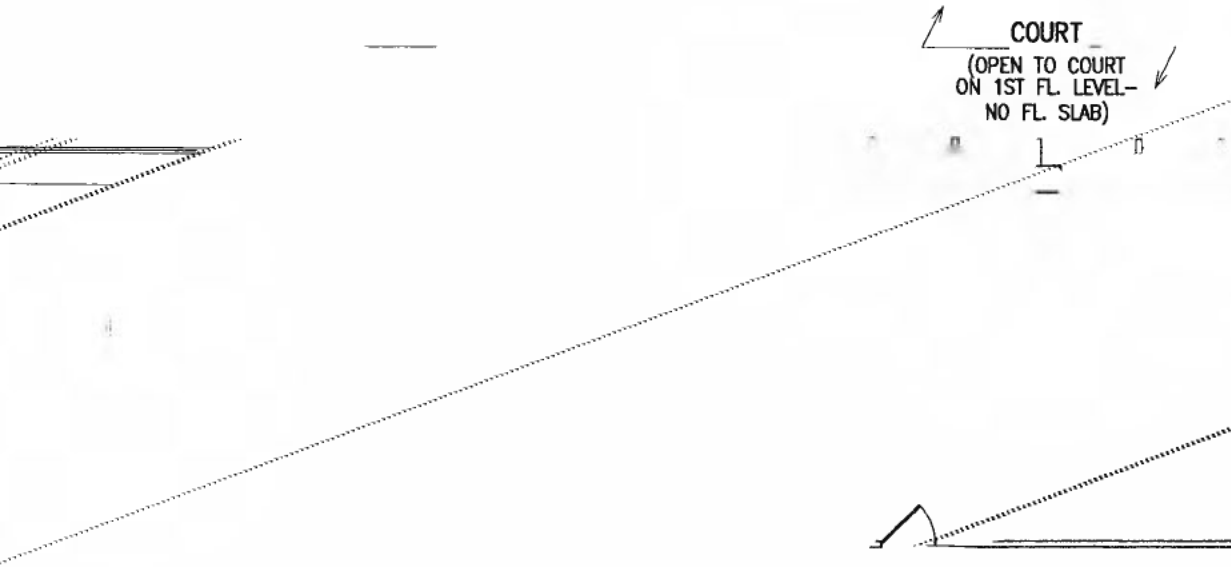
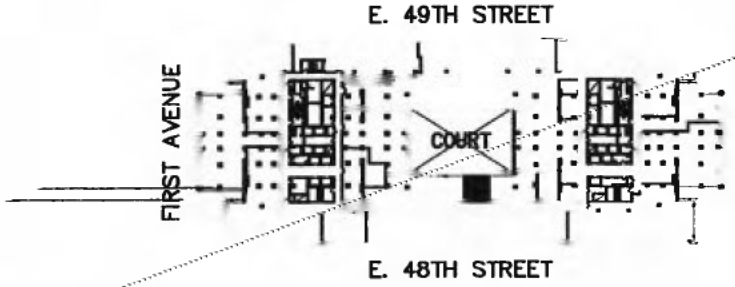



866 U.N. Plaza
New York, NY

5th Floor
Unit 566
910 gross s.f.

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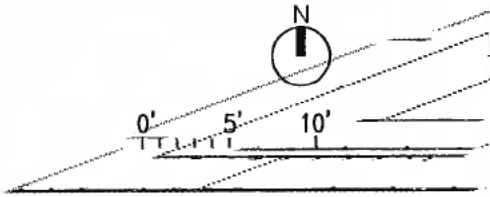
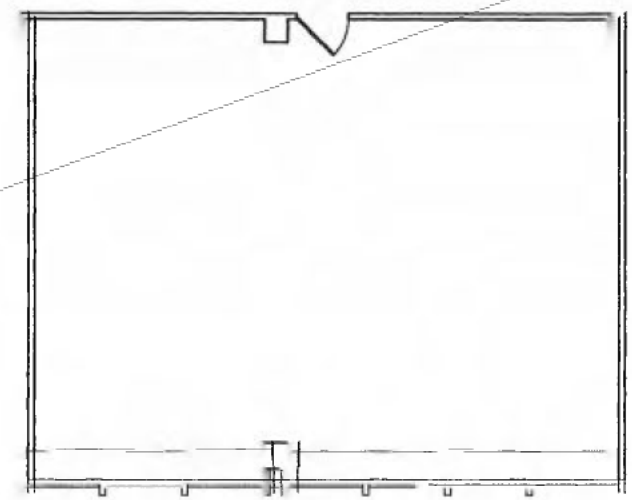
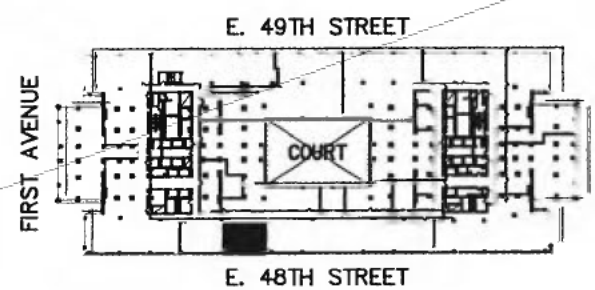



866 U.N. Plaza
New York, NY

5th Floor
Unit 568
455 gross s.f.

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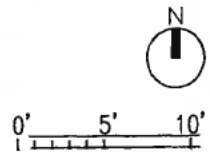
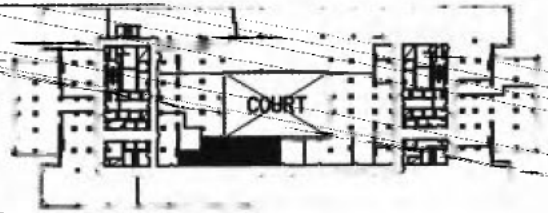



866 U.N. Plaza
New York, NY

5th Floor
Unit 575
916 gross s.f.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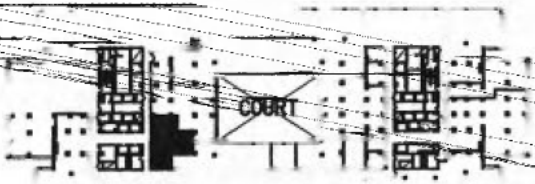
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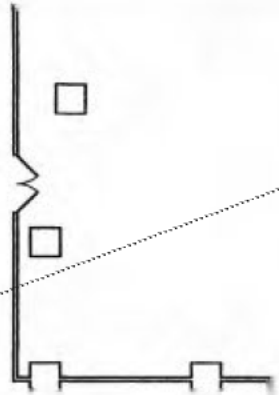

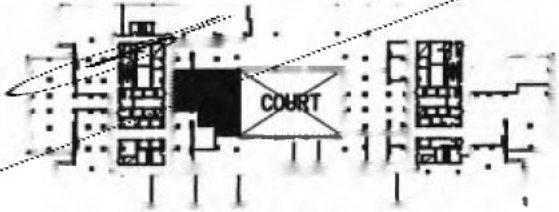
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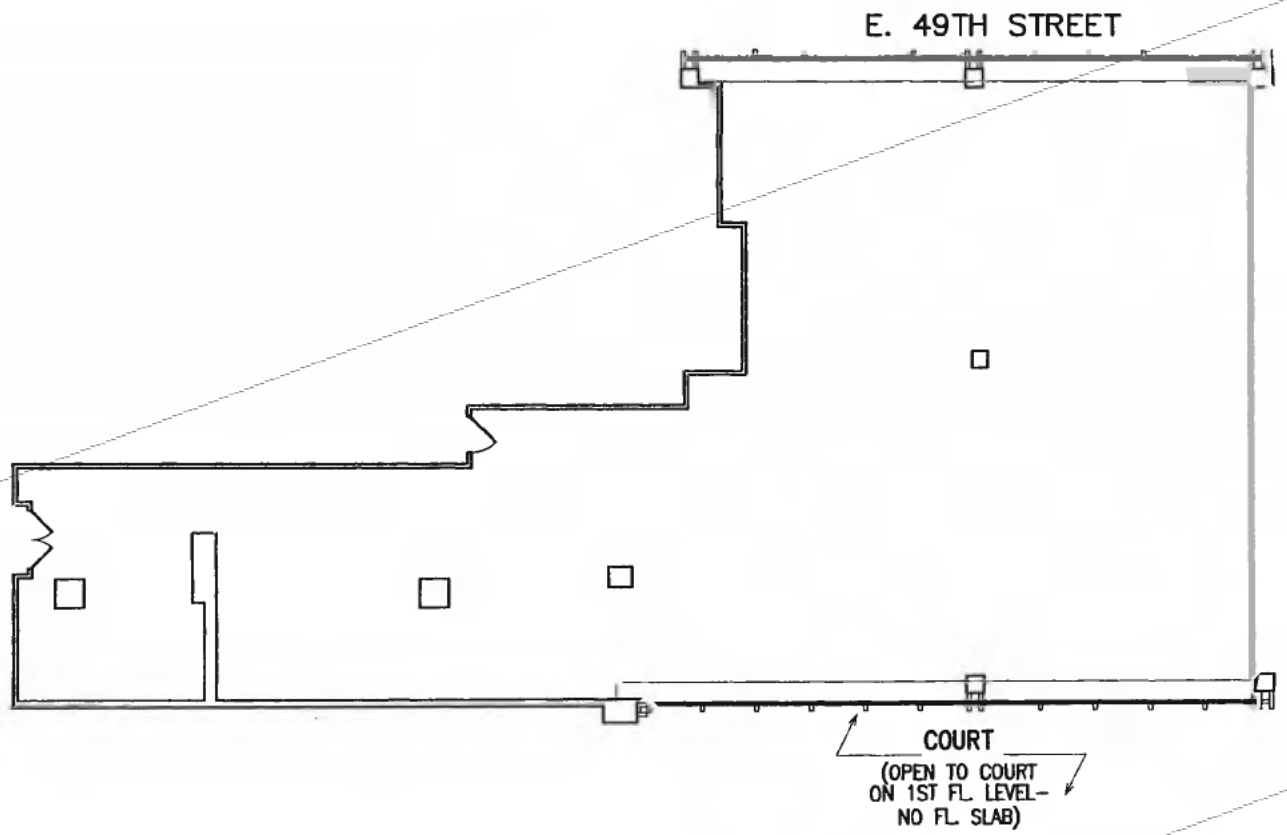


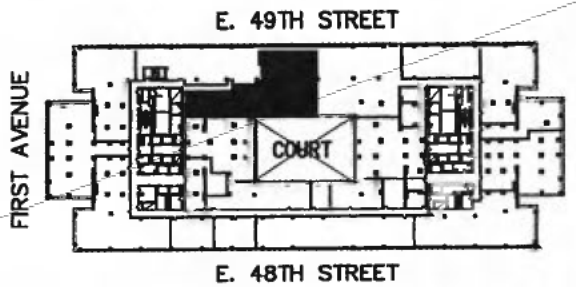


Key Plan
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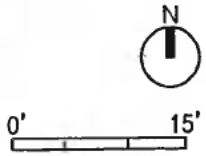
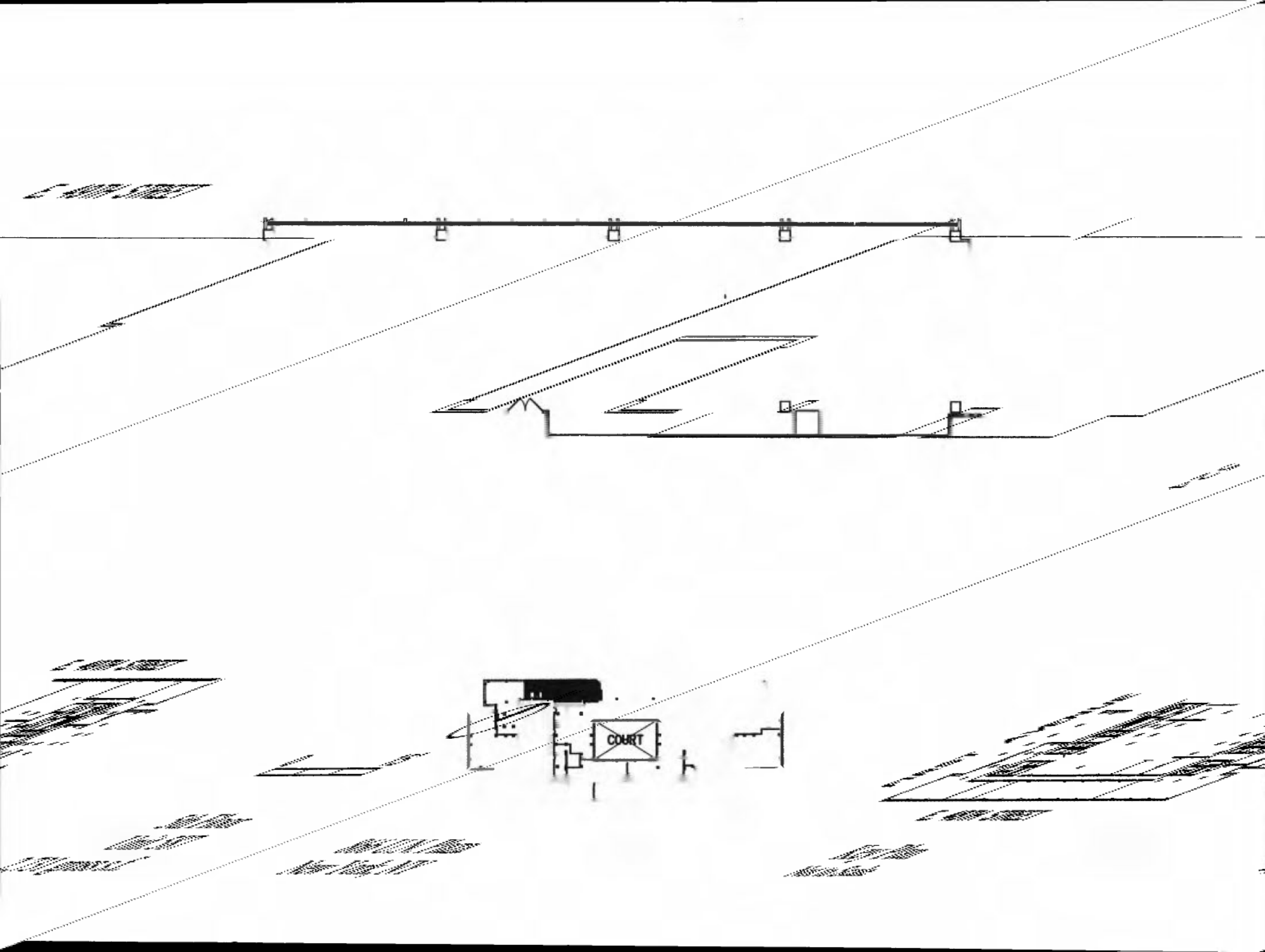



866 U.N. Plaza
New York, NY

5th Floor
Unit 586
3,916 gross s.f.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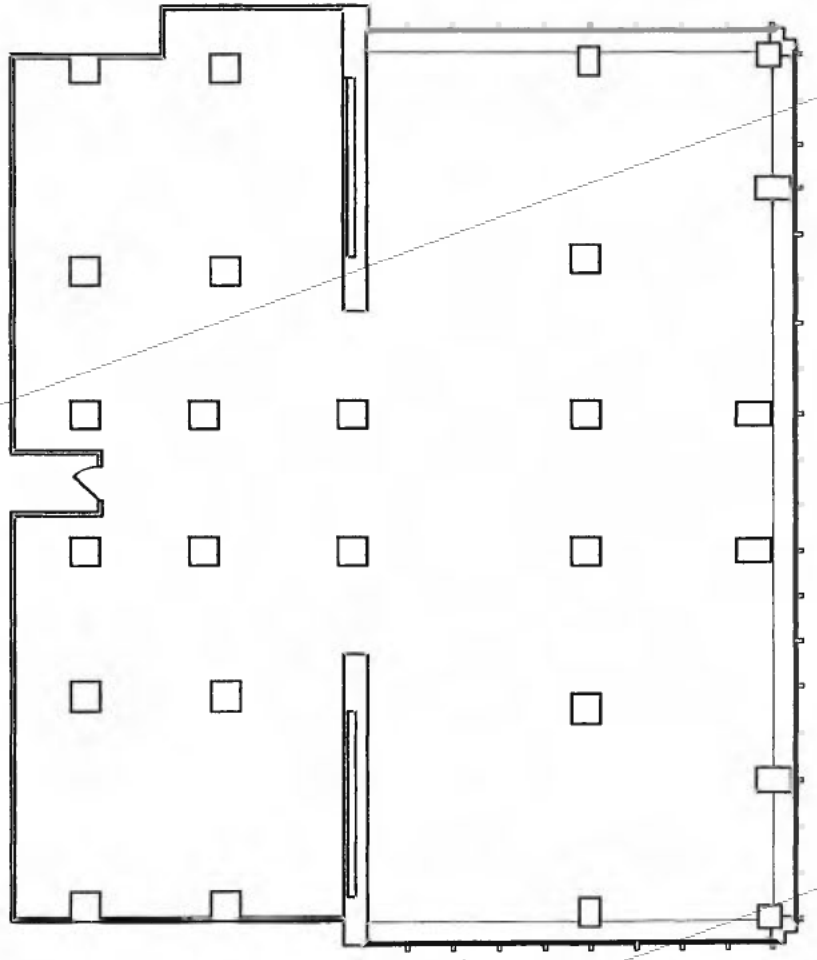

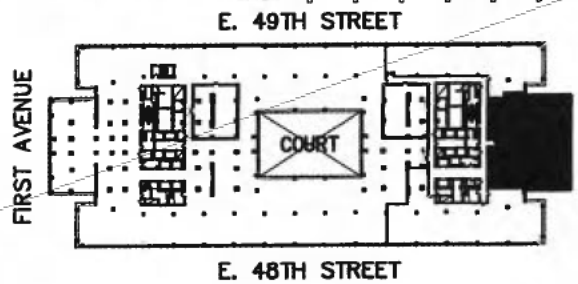


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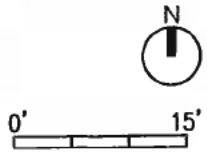
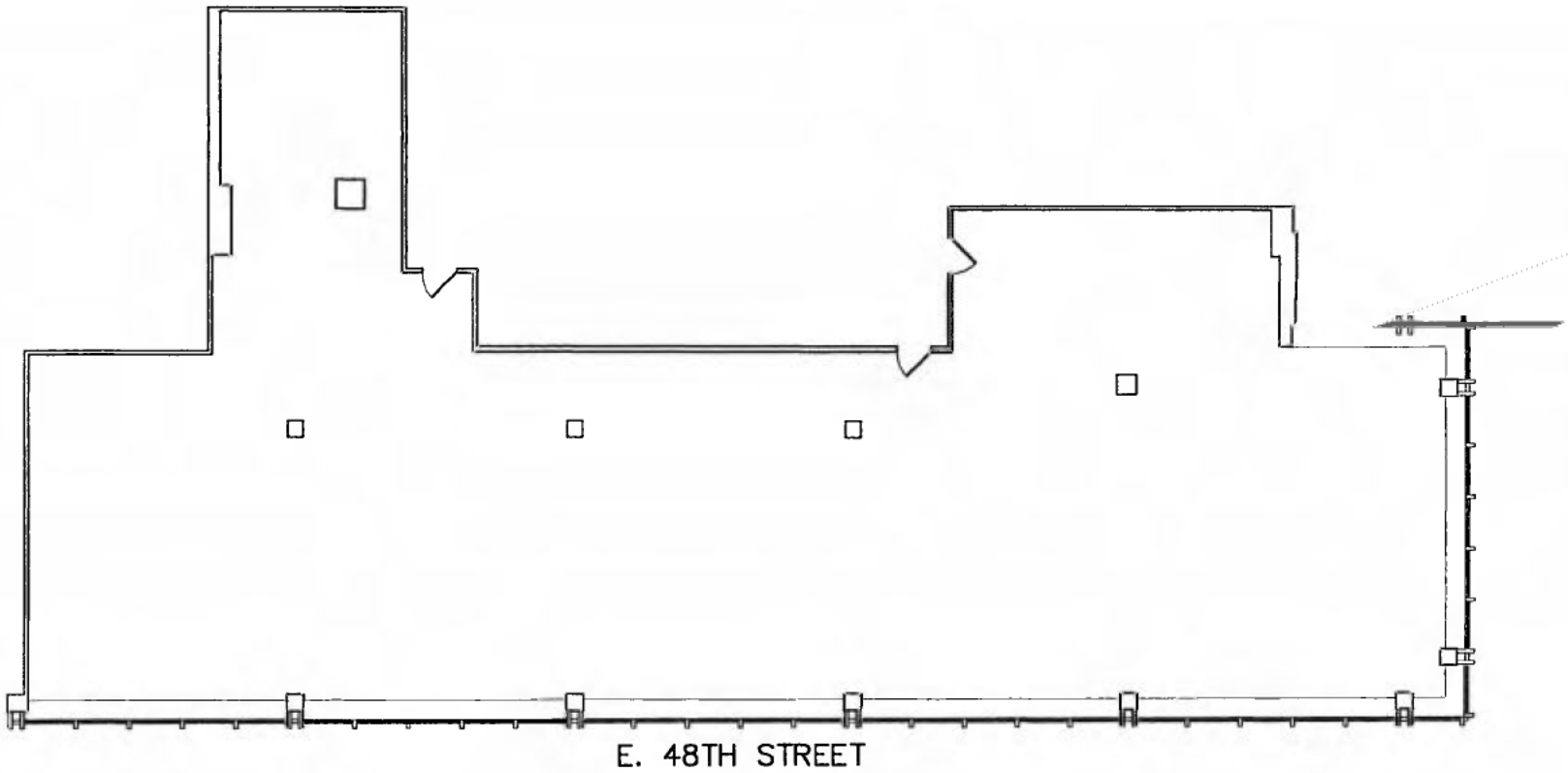
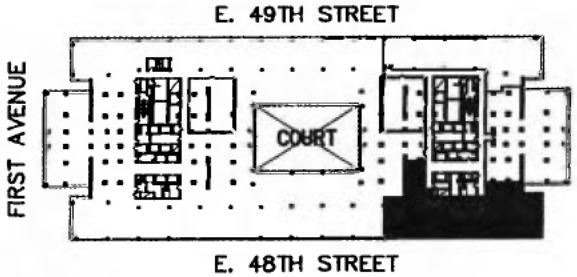



866 U.N. Plaza
New York, NY

6th Floor
Unit 600
5,192 gross s.f.

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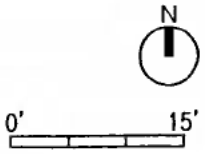
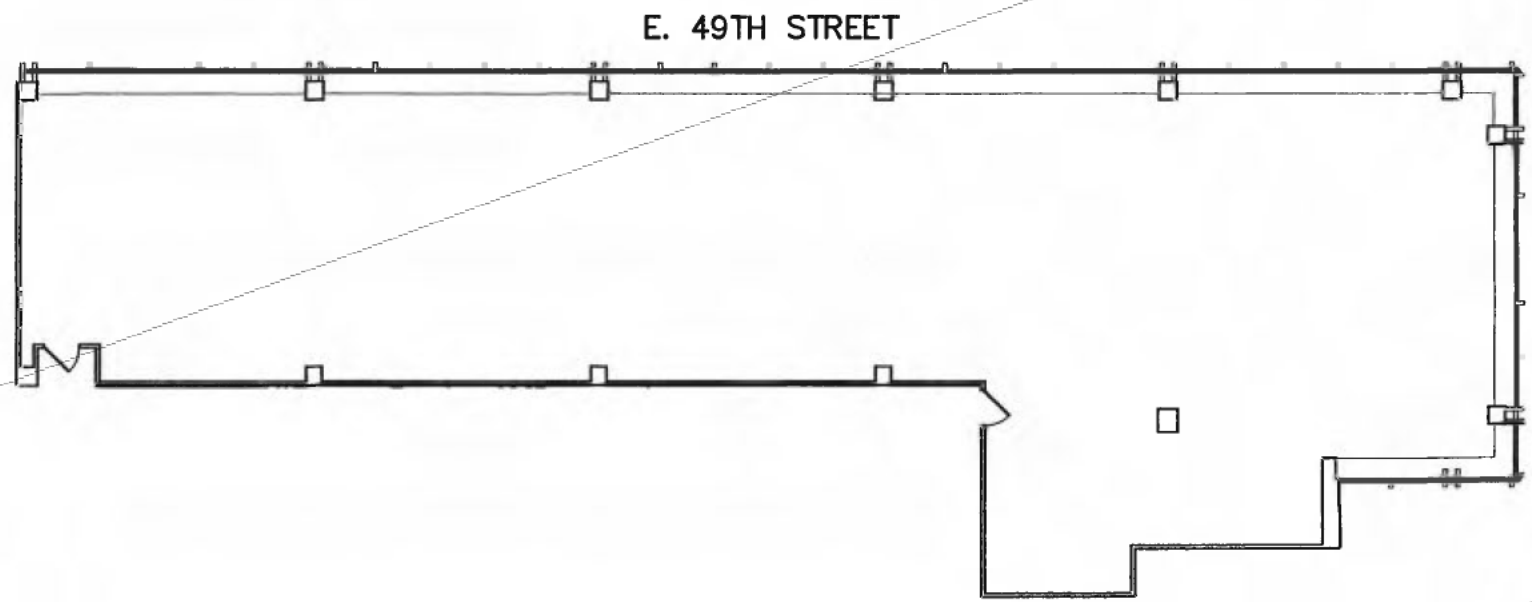
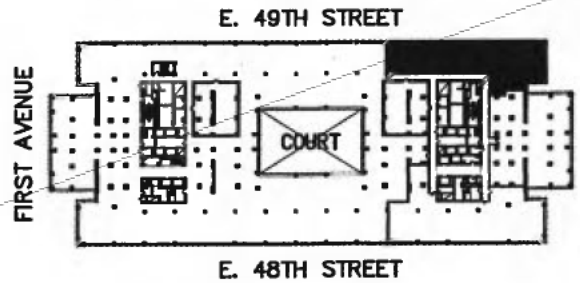



866 U.N. Plaza
New York, NY

6th Floor
Unit 601
5,168 gross s.f.

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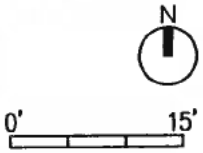
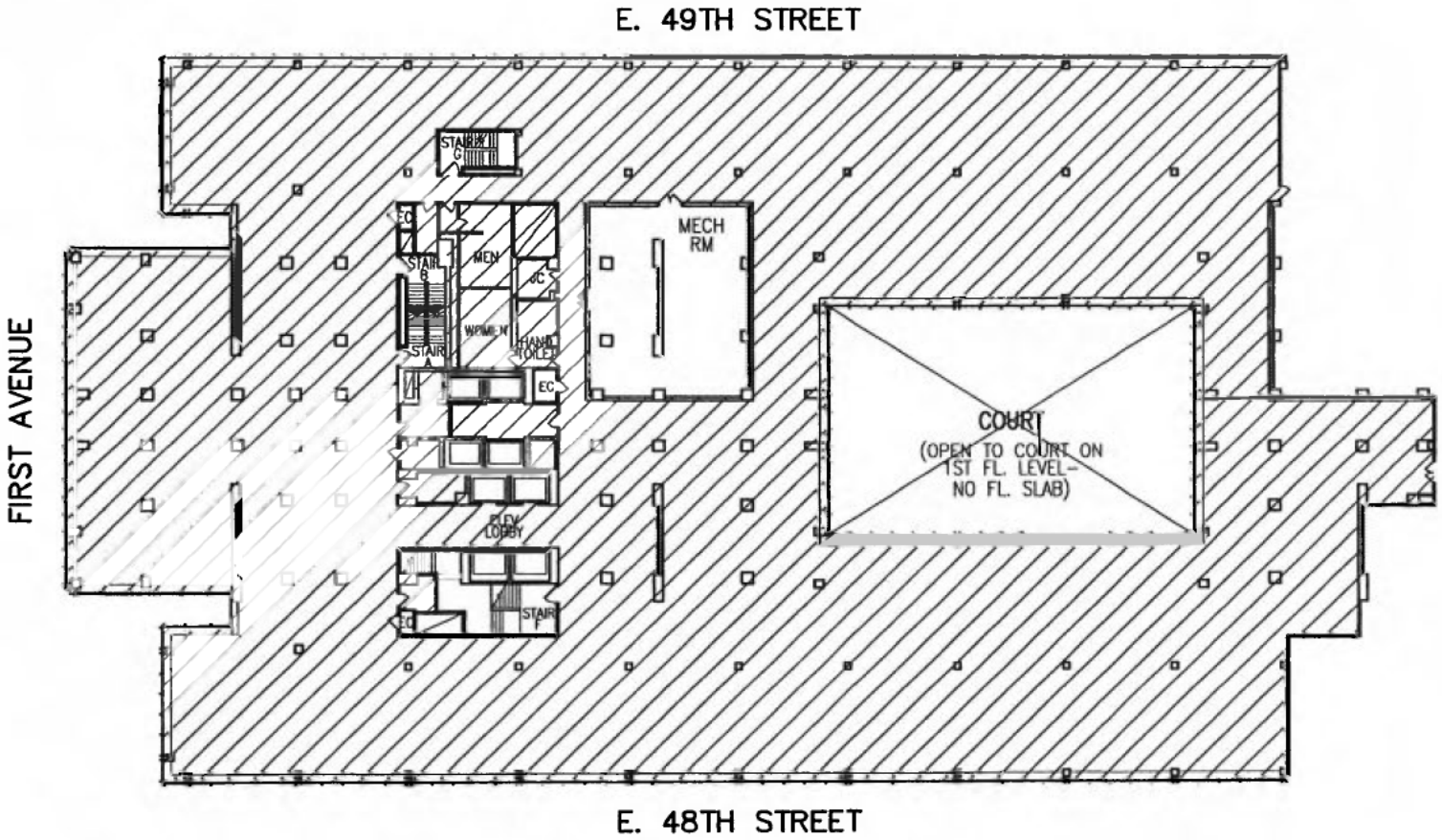
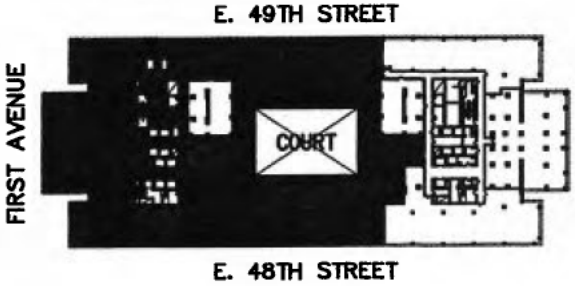



866 U.N. Plaza
New York, NY

6th Floor
Unit 630
4,087 gross s.f.

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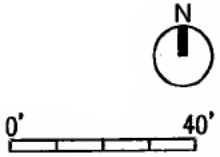


866 U.N. Plaza
New York, NY

6th Floor
Unit 650
36,105 gross s.f.

# PURCHASE AGREEMENT

# PURCHASE AGREEMENT

**866 UN PLAZA PROPERTY LLC**

**Sponsor**

**With**

**_____**

**Purchaser**

**Unit Number _____**

**866 UNITED NATIONS PLAZA CONDOMINIUM**
**866 UNITED NATIONS PLAZA**
**NEW YORK, NEW YORK 10017**

34. CERTAIN REFERENCES ..... 14
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SCHEDULE C – RIDER TO PURCHASE AGREEMENT RE: ESCROW PROVISIONS

# PURCHASE AGREEMENT

## OFFICE UNIT NUMBER____

## 866 UNITED NATIONS PLAZA CONDOMINIUM
## 866 UNITED NATIONS PLAZA
## NEW YORK, NEW YORK 10017

AGREEMENT, made as of _____, _____, between Sponsor and Purchaser (defined below).

**W I T N E S S E T H :**

## 1. THE PLAN

Purchaser acknowledges having received and read a copy of the Offering Plan for the 866 United Nations Plaza Condominium and all amendments thereto, if any, filed prior to the date hereof with the Department of Law of the State of New York (hereinafter, collectively, referred to as the "Plan") at least 3 business days prior to Purchaser's signing this Agreement. If Purchaser has not received and read the Plan and all amendments thereto at least 3 business days prior to Purchaser's signing this Agreement, Purchaser shall have the right to rescind this Agreement, by sending written notice of such rescission to Sponsor by certified or registered mail, return receipt requested, or by personal delivery, in either case within 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 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 866 UN Plaza Property LLC, having an office at 130 East 59th Street, Suite 1300, New York, New York 10022. Sponsor's taxpayer identification number is 30-0802431.

2.2. "Purchaser" means _____ having an address at _____. Purchaser's social security number / EIN 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: Evelyn D'Angelo, Esq. Telephone number: (212) 620-2676. Fax number: (212) 696-5013. E-mail address: edangelo@starr-lawfirm.com.

2.4 "Attorney for Purchaser" means _____, having an address at _____, _____. Attention: _____, Esq. Telephone number: (_____)_____. Fax number: (_____)_____. E-mail address: _____

2.5 "Selling Agent" means Rudder Property Group, LLC, having an address at 866 United Nations Plaza, Suite 207, New York, New York 10017. Telephone number: (212) 966-3611. Fax number: (212) 343-8510.

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 conveyance of title to the Unit from Sponsor to Purchaser.

6.3 The Closing of Title shall only occur with or after compliance with the prerequisites to Closing and 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 prepared by Sponsor substantially in the form set forth in Part II of the Plan.

7.3 At the Closing of Title, Sponsor 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 thereunder.

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 information in respect of real estate transactions, smoke detector affidavit and window guard notices.

7.5 The executed deed, transfer tax forms and power of attorney shall be delivered at the Closing to the representative of the Title Company insuring Purchaser's title (or, if no such representative is present, then to the Attorney for Sponsor) for recording in the Office of the City Register, which recording shall be at Purchaser's expense. After being recorded the deed shall be returned to Purchaser and the power of attorney shall be returned to the Condominium Board.

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

## 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 on the Office Building, 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 Office Building, or portions thereof, other than the Unit and its undivided interest in the Common Elements, shall not constitute an objection to title or excuse Purchaser from completing payment of the Purchase Price or performing all of Purchaser's other obligations hereunder or be the basis of any claim against, or liability of, Sponsor, provided that any such mortgage(s) is subordinated to the Declaration.

## 13. DEFAULT BY PURCHASER

13.1 The following shall constitute "Events of Default" hereunder:

(i) Purchaser's failure to close title to the Unit on the scheduled Closing Date; or

(ii) Purchaser's failure to pay when due the Deposit, the Balance of the Purchase Price, any closing adjustment, closing cost or fee, including, without limitation, attorneys' fees required to be paid by Purchaser as set forth in the Plan or in this Agreement;

(iii) The dishonor of any check given by Purchaser to Sponsor as payment for the Deposit, the Balance of the Purchase Price, any closing adjustment, closing cost or fee, including, without limitation, attorneys' fees required to be paid by Purchaser as set forth in the Plan or in this Agreement; or

(iv) Purchaser's failure to pay, perform or observe any of Purchaser's other obligations under this Agreement or the Plan; or

(v) if Purchaser is permitted to become the tenant or occupant of the Unit, Purchaser's failure to pay rent or to otherwise comply with some other lease or occupancy obligation; or

(vi) Purchaser's assignment or transfer of any of Purchaser's property for the benefit of creditors, or Purchaser's filing a voluntary petition in bankruptcy; or

(vii) 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

(viii) if a judgment or tax lien is filed against Purchaser and Purchaser does not pay or bond the judgment or lien; or

(ix) Purchaser's assignment or transfer of this Agreement without the prior written consent of Sponsor; or

(x) 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

(xi) 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.

13.2 **TIME IS OF THE ESSENCE** with respect to Purchaser's obligations to pay the Deposit, the Balance of the Purchase Price and to pay, perform or comply with Purchaser's other obligations under this Agreement. Upon the occurrence of an Event of Default, Sponsor, in its sole discretion, may elect by notice to Purchaser to either: (i) cancel this Agreement or (ii) seek specific performance. If Sponsor elects to cancel, Purchaser shall have 30 days from the giving of notice of cancellation to cure the specified default. If the default is not cured within such 30 days, TIME BEING OF THE ESSENCE, then this Agreement shall be deemed cancelled, and Sponsor shall have the right to retain, as and for liquidated damages, the entire Deposit and any interest earned on the 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 the Purchase Agreement (including, but not limited to, attorneys' fees, disbursements and costs of collection).

## 14. AGREEMENT SUBJECT TO PLAN BEING EFFECTIVE

The performance by Sponsor of its obligations under this Agreement is contingent upon the Plan having been declared effective in accordance with the terms and provisions of the Plan. The Plan may be withdrawn or abandoned by Sponsor only under certain conditions and at certain times, as set forth in the Plan. If the Plan is abandoned or if, after being declared effective, the Plan is not consummated for any reason and Purchaser is not in default under this Agreement beyond any applicable grace period, this Agreement shall be deemed cancelled and the 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 the Office Building by fire or other casualty, or the taking of any material portion of the Property by condemnation or eminent domain, Sponsor shall not be obligated to bring any action or proceeding or otherwise incur any cost or expense of any nature whatsoever in excess of its obligations set forth in the Plan in order to cure such inability. If Sponsor is not so obligated under the Plan and notifies Purchaser of its election or inability to cure such title defect, and if Purchaser is not in default hereunder, Purchaser's sole remedy shall be to either (a) take title to the Unit subject to such title defect (without any abatement in, or credit against, the Purchase Price, or any claim or right of action against Sponsor for damages or otherwise) or (b) terminate this Agreement. If Purchaser so elects to terminate this Agreement, Sponsor shall, within 30 days after receipt of notice of termination from Purchaser, return to Purchaser all sums Deposits and all other sums deposited by Purchaser hereunder, together with interest earned thereon, if any. Upon making such payment, this Agreement shall be terminated and neither party hereto shall have any further rights, obligations or liability to or against the other under this Agreement or the Plan. The foregoing remedy must be exercised by notice of Purchaser in writing to Sponsor within 15 days after the giving of Sponsor's notice of election not to cure such inability, TIME BEING OF THE ESSENCE, 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. INTENTIONALLY OMITTED

## 17. INSPECTION OF THE UNIT

Upon receipt of the Closing Notice, Purchaser may, at its option, arrange an appointment with a representative of Sponsor to inspect the interior of the Unit within the 7 days prior to the Closing Date fixed by the Closing Notice. Notwithstanding the foregoing, failure of Purchaser to arrange such appointment or to inspect the interior of the Unit within 7 days prior to the Closing Date fixed by the Closing Notice shall not excuse Purchaser from appearing at the Closing, paying the Balance of the Purchase Price when due and shall constitute Purchaser's full acceptance of the Unit as is.

## 18. ACCEPTANCE OF CONDITION OF PROPERTY

Purchaser agrees to take the Unit and the fixtures and personal property contained therein, if any, "AS IS" and in its condition as of the date hereof, subject to normal wear and tear, and further subject to the representations and warranties set forth in the Plan and in this Agreement. The execution of this Agreement by Purchaser signifies Purchaser's acceptance of the condition of the Unit, including the Office Building, the Common Elements, and all fixtures, machinery, equipment, furnishings, appliances, installations and other personal property on the Property (collectively, the "Installations") in their respective conditions, as of the date hereof, subject to normal wear and tear. Purchaser acknowledges having read the Description of Property and Building Condition set forth in Part II of the Plan. Purchaser acknowledges that Sponsor has no obligation to make any repairs, improvements or decorations in or to the Unit, the Office Building, the Property or the Installations except as otherwise required pursuant to the terms of the Plan and this Agreement.

## 19. DAMAGE TO THE UNIT

If between the date of this Agreement and the Closing of Title the Unit is damaged by fire or other casualty, the following shall apply:

19.1 The risk of loss to the Unit by fire or other casualty until the earlier of Closing of Title or possession of the Unit by Purchaser is assumed by Sponsor; provided that Sponsor shall have no obligation or liability to repair or restore the Unit. If Sponsor elects to repair or restore the Unit (which election shall be made within 60 days of the damage to the Unit), this Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price and Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Condominium Board and other Unit Owners if the Declaration has theretofore been recorded, belong entirely to Sponsor and, if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Sponsor. The provisions of the preceding sentence shall survive the Closing of Title.

19.2 In the event Sponsor notifies Purchaser that it does not elect to repair or restore the Unit (which election shall be made within 60 days of the damage to the Unit), or, if the Declaration has been recorded prior thereto, the Unit Owners do not resolve to make such repairs or restoration pursuant to Article 15 of the Declaration, this Agreement shall be deemed cancelled and of no further force and effect and Sponsor shall return to Purchaser all Deposits and other sums deposited by Purchaser hereunder, together with interest earned thereon, if any, and neither party hereto shall have any further rights, obligations or liability to or against the other hereunder or under the Plan, except that if Purchaser is then in default hereunder (beyond any applicable grace period), Sponsor shall retain all Deposits and other such sums deposited by Purchaser hereunder, together with any interest earned thereon, as and for liquidated damages.

real estate broker, agent, employee, servant or other person representing or purporting to represent Sponsor;

20.3.3 Purchaser has the power and authority to conduct its business and to execute and deliver, and perform Purchaser's obligations under this Agreement;

20.3.4 Purchaser's execution and delivery of this Agreement and the performance of Purchaser's obligations under this Agreement have been authorized by all necessary action on the part of Purchaser;

20.3.5 all necessary consents for Purchaser to enter into this Agreement and perform its obligations hereunder have been obtained and there are no pending actions or investigations the outcome of which could adversely affect Purchaser's ability to perform Purchaser's obligations under this Agreement;

20.3.6 the execution, delivery and performance under this Agreement and the consummation of the transactions contemplated by this Agreement by Purchaser does not violate any provision of, or cause a default under, or result in the acceleration of any obligation under, any agreement to which Purchaser is a party or any Law, or requirement by which Purchaser or the properties, assets, business or operations of Purchaser may be bound or affected; do not require the consent or approval of any court, administrative or governmental authority; and do not result in the creation or imposition of any lien or equity of any kind whatsoever upon, or give to any other person any interest or right (including any right of termination or cancellation) in or with respect to, any agreement to which Purchaser is a party or the business or operations of Purchaser or any of its properties or assets;

20.3.7 this Agreement constitutes, and all other documents required by this Agreement to be executed by Purchaser shall constitute when so executed, the valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with their respective terms, except to the extent that enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the rights of contracting parties generally;

20.3.8 neither Purchaser nor any of its Affiliates is a (i) a person designated by the U.S. Department of Treasury's Office of Foreign Assets Control from time to time as a "specially designated national or blocked person" or similar status, or (ii) a person described in Section 1 of U.S. Executive Order 13224, issued on September 23, 2001, or (iii) a person otherwise identified by government or legal authority as a person with whom Sponsor or any of its Affiliates are prohibited from transacting business (currently, a listing of such designations and the text of the Executive Order are published under the internet website address www.ustreas.gov/offices/enforcement/ofac). As used in this Agreement, (x) the term "Affiliates" means, with respect to any Person, any Person Controlling, Controlled by, or under common Control with such Person, (y) the term "Control" (and any form thereof, such as "Controlled" or "Controlling") means with respect to any Person the possession directly or indirectly, through one or more intermediaries, of the power to (I) to vote more than fifty percent (50%) of the voting stock of such Person or (II) to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, membership interests, partnership interests, by contract or otherwise, and (z) the term "Person" means any individual, firm, corporation, general or limited partnership, limited liability company, incorporated or unincorporated association, joint venture, joint stock company, trust, governmental agency or instrumentality, or other entity of any kind, or any combination of the foregoing.

20.4 All representations and warranties made by the parties in this Paragraph 20 shall be true and correct in all material respects as of the Closing Date, and the representations and warranties of Sponsor and Purchaser set forth in this Agreement shall survive the Closing for a period of ninety (90) days from the Closing Date ("Survival Period"). Except as expressly set forth below, a representation or warranty which is

not true and correct in all material respects as of the Closing Date and has a material and adverse effect on the value of the Property shall constitute an "Event of Default" under this Agreement.

## 21. PROHIBITION AGAINST ADVERTISING

Prior to the Closing of Title, Purchaser agrees not to list the Unit for sale or rental with any broker or place or authorize any listing in any broker's listing system or other listing service or to advertise or otherwise offer, promote or publicize the availability of the Unit for sale or rental, without Sponsor's prior written consent, which consent may be unreasonably withheld, conditioned, or delayed in Sponsor's sole and absolute discretion. Any such action by Purchaser prior to Closing of title shall be a default by Purchaser, entitling Sponsor to the default remedies set forth in this Agreement.

## 22. BROKER

Purchaser represents to Sponsor that Purchaser has not dealt with any broker in connection with this transaction other than the Selling Agent and the Co-Broker, if any, named in this Agreement, whose commissions shall be paid by Sponsor. Purchaser shall pay the commission of any broker with whom Purchaser may have dealt, other than the Selling Agent and the Co-Broker. Purchaser agrees that, should any claim be made against Sponsor or Selling Agent for commissions by any broker, other than the Selling Agent or the Co-Broker, on account of any acts of Purchaser or Purchaser's representatives, Purchaser will indemnify and hold Sponsor and Selling Agent free and harmless from and against any and all liabilities and expenses in connection therewith, including legal fees. The provisions of this Article shall survive the Closing of Title.

## 23. AGREEMENT MAY NOT BE ASSIGNED

Purchaser does not have the right to assign this Agreement without the prior written consent of Sponsor, which consent may be unreasonably withheld, conditioned, or delayed. Any purported assignment by Purchaser in violation of this Agreement will be voidable at the option of Sponsor. Sponsor's refusal to consent to an assignment will not entitle Purchaser to cancel this Agreement or give rise to any claim for damages against Sponsor. If Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of this Agreement, or for the addition, deletion or substitution of names on this Agreement, then Purchaser shall have such right, provided that (i) Purchaser designates such assignee at least 10 business days prior to the Closing Date; (ii) Purchaser delivers to Attorney for Sponsor the fee set forth in the Plan for its services required in connection with the preparation of the assignment and assumption agreement; (iii) the Closing is not delayed as a result of such assignment , (iv) the assignee of this Agreement assumes in writing, by an instrument prepared by Attorney for Sponsor, the obligations of Purchaser under this Agreement and (v) the assignment is made without consideration. Any purported assignment by Purchaser in violation of this Agreement shall be a default by Purchaser, entitling Sponsor to the default remedies set forth in this Agreement, and shall be voidable at the option of Sponsor.

## 24. BINDING EFFECT

The submission of this Agreement to Purchaser does not create a binding obligation on the part of Sponsor. This Agreement shall not be binding on Sponsor until a fully executed counterpart hereof has been delivered to Purchaser or the Attorney for Purchaser. If this Agreement is not accepted within 30 days from the 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 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. Sponsor has the right, without incurring any liability, to reject this Agreement without cause or explanation to Purchaser.

## 25. NOTICES

25.1 Any notice, election, demand, request, letter, consent or other communication hereunder or under the Plan shall be in writing and either delivered in person, via electronic transmission (e-mail) 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 by regular mail delivered to Purchaser at the address given at the beginning of this Agreement and to the Attorney for Sponsor at the address given at the beginning of this Agreement, with a copy by regular mail delivered to Sponsor at the address given at the beginning of this Agreement. 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 in this Agreement or in the Plan, a notice shall be deemed given one (1) business day after the date when personally delivered, when sent via electronic transmission (e-mail), when delivered to the overnight courier, or in the case of mailing, on the date mailed in a prepaid sealed wrapper, 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.

25.2 Sponsor hereby designates and empowers both the Selling Agent and Attorney for Sponsor, as Sponsor's agents to give any notice to Purchaser under this Agreement (including, without limitation, a notice of default) in Sponsor's name, which notice so given shall have the same force and effect as if given by Sponsor itself.

25.3 Purchaser hereby designates and empowers the Attorney for Purchaser, as Purchaser's agent to give any notice to Sponsor under this Agreement in Purchaser's name, which notice so given shall have the same force and effect as if given by Purchaser.

## 26. 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, 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.

## 27. 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 in this Agreement, as such other party may reasonably request in order to effectuate the provisions of this Agreement or of any transaction contemplated in this Agreement or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

## 28. AGREEMENT NOT CONTINGENT UPON FINANCING

The terms and provisions of this Agreement and Purchaser's obligations hereunder are not contingent upon Purchaser securing financing of the Purchase Price (or any portion thereof), and Purchaser understands and agrees that Purchaser's failure to obtain such financing will not relieve Purchaser of Purchaser's obligations hereunder. Purchaser further understands and agrees that if Purchaser chooses to finance the purchase of the Unit through a lending institution and obtain a commitment therefrom, neither a subsequent change in the terms of such commitment, the expiration or other termination of such commitment, nor any change in Purchaser's financial status or condition shall release or relieve Purchaser of Purchaser's

## 36. SUCCESSORS AND ASSIGNS

The provisions of this Agreement shall bind and enure to the benefit of Purchaser and Purchaser's heirs, legal representatives, successors and permitted assigns and shall bind and enure to the benefit of Sponsor and its successors and assigns.

## 37. CONFIDENTIALITY

Sponsor and Purchaser hereby acknowledge and agree to keep all of the terms and conditions of this Agreement confidential, except that Sponsor shall be permitted to disclose that a Purchase Agreement has been executed for the Unit and the purchase price thereunder, but not the identity of Purchaser or its principals. Sponsor and Purchaser agree that any information which is required to be disclosed to the parties' respective lawyers, brokers, architects/engineers, accountants, lenders, Escrow Bank and individuals who "need to know" or governmental agencies shall not be deemed to be a breach by Sponsor or Purchaser of the parties undertaking of confidentiality contained in this Agreement. Any failure by Purchaser to keep the terms and conditions of this Agreement confidential shall be a default by Purchaser, entitling Sponsor to the default remedies set forth in this Agreement.

## 38. NO ORAL CHANGES

This Agreement cannot be changed or terminated orally. Any changes or additional provisions must be set forth in a rider attached hereto or in a separate written agreement signed by the parties hereto or by an amendment to the Plan.

## 39. PERFORMANCE

Where this Agreement by its terms requires the payment of money or the performance of a condition on a Saturday, Sunday or public holiday, such payment may be made or condition performed on the next business day succeeding such Saturday, Sunday or such public holiday, with the same force and effect as if made or performed in accordance with the terms of this Agreement.

## 40. COUNTERPARTS

This Agreement may be executed in any number of original, email, 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 Agreement.

## 41. GOVERNING LAW/JURISDICTION AND VENUE/AGENT FOR SERVICES OF PROCESS

41.1 This Agreement was negotiated in the State of New York and the Unit to be conveyed pursuant hereto is located in the State of New York, which State the parties agree has a substantial relationship to the parties and to the underlying transaction embodied hereby, and in all respects, including matters of construction, validity and performance, this Agreement and the obligations arising hereunder shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and performed in such State and any applicable law of the United States of America. Purchaser hereby unconditionally and irrevocably waives any claim to assert that the law of any other jurisdiction governs this Agreement and this Agreement shall be governed by and construed in accordance with the laws of the State of New York.

41.2 Any legal suit, action or proceeding against Sponsor or Purchaser arising out of or relating to this Agreement shall be instituted in any Federal or State court in New York County, New

decades, it can be assumed that there is lead-based paint present in the Office Building. In addition, there are numerous layers of paint on the walls of the original building. Sponsor makes no representation as to the existence or non-existence of lead-based paint within the walls. Purchasers are advised that, in the event they remove sheetrock at any time in the future, they may be responsible for removing and abating lead-based paint in accordance with applicable Law at their sole cost and expense. Purchaser's obligation hereunder shall survive Closing.

43.2 In the event Purchaser exercises Purchaser's right to conduct a risk assessment or inspection ("Inspection") for the presence of lead-based paint and/or lead-based paint hazards, such Inspection shall be performed within 10 calendar days following the date of this Agreement on the following terms and conditions:

43.2.1 Purchaser and Purchaser's consultant ("Consultant") will be given reasonable access to the Unit and the public areas of the Office Building.

43.2.2 The Inspection shall be held at a mutually convenient time and date on a business day between 9 a.m. and 5 p.m.

43.2.3 The Inspection shall be performed in a reasonable manner so as not to disturb or interfere with the use, operation, security or occupancy of the Unit or the Office Building.

43.2.4 Purchaser shall be liable for any damages to the Unit or the Office Building, injuries, and all claims and lawsuits caused by Purchaser or the Consultant during the Inspection.

43.2.5 Purchaser or the Consultant will not probe, penetrate or disturb any painted or covered surface during the Inspection without Sponsor's approval.

## 44. INCORPORATION BY REFERENCE

The Plan is incorporated in this Agreement by reference and made a part of this Agreement with the same force and effect as if set forth in this Agreement at length. In the event of any inconsistency between the provisions of this Agreement and the Plan, the Plan shall govern, except with respect to express modifications to the terms of the Plan included in this Agreement and agreed to by Sponsor and Purchaser, in which case such modifications will govern.

## 45. CERTIFICATION OF SPONSOR AND PRINCIPALS

Consistent with a recent First Department decision, the principals of Sponsor expressly disclaim the existence of any private right of action for contract claims by individual unit owners (or a board on their behalf) in connection with or arising solely from their execution of the Certification of Sponsor and Principals, absent liability under another statute or under an alter-ego or other veil-piercing theory. See Board of Managers of 184 Thompson Street Condominium v. 184 Thompson Street Owner LLC, et al. 2013 N.Y. Slip Op 03574 (1st Dept. May 16, 2013).

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

**PURCHASER(S):**

_____

(signature)

_____
(signature)

**SPONSOR:**

866 UN Plaza Property LLC

By: _____
Name:
Title:

Appeals, or any other public authority, applicable to the demolition, construction, alteration, repair or restoration of the Office Building.

14. Any encumbrance as to which the Title Company (or such other New York Board of Title Underwriters member title insurance company which insures the Purchaser's title to the Unit) would be willing, in a fee policy issued by it to the Purchaser, to insure the Purchaser that such encumbrance (a) will not be collected out of the Unit if it is a lien or (b) will not be enforced against the Unit if it is not a lien.

15. 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 purposes compliant with the Operating Standard.

16. Any lease covering the Unit(s) made from Sponsor to the Purchaser.

17. Any violation against the Property (other than the Unit) which is the obligation of the Condominium Board, or another Unit Owner to correct.

18. Standard printed exceptions contained in the form of fee title insurance policy then issued by the Title Company.

19. Any Certificate of Occupancy for the Office Building, so long as the same permits, or does not prohibit, use of the Unit for its stated purposes.

20. 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 the same may be updated from time to time prior to the Closing.

## SCHEDULE B

## DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

### 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) ___ 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) ___ 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).

(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:**

866 UN Plaza Property LLC

By: _____
Name:
Title:

## SCHEDULE C

## RIDER TO PURCHASE AGREEMENT RE: ESCROW PROVISIONS

This Rider is made as of _____, _____ between Sponsor, Purchaser and Escrow Agent.

Re: Unit No: _____ ("Unit")
866 United Nations Plaza Condominium
866 United Nations Plaza
New York, New York 10017 ("Condominium")

### 1. ESCROW AND TRUST FUND REQUIREMENTS

All deposits, down payments, advances and payments made by Purchaser 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. Purchaser 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 in this Rider 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 Purchaser 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. As of the date of this Rider, 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" ("Escrow Account") at JP Morgan Chase Bank located at 270 Park Avenue, New York, New York 10017 ("Escrow Bank"). Escrow Bank is authorized to do business in the State of New York. All checks tendered in connection with Deposits properly made payable to "Starr Associates LLP, as Escrow Agent" will be placed in the Escrow Account within 5 business days after tender by Purchaser to Sponsor or Selling Agent. Any subsequent funds tendered by Purchaser after the Deposits will be placed in the Escrow Account within 10 business days after tender by Purchaser to Sponsor or Selling Agent.

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 Escrow Account will not be interest-bearing. The sub-escrow account portion of the 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 1, 2014, the interest rate for the Escrow Bank is 0.15%. 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 Escrow Account into the sub-escrow account portion of the 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).

Sponsor or its agents, including any selling agents, shall deliver to Escrow Agent any Deposit within two (2) business days of tender of such 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 (as such term is defined in the Attorney General's regulations). 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

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 Escrow Account for 7 years after the release of Deposits.

## 2. DEFINITIONS

All capitalized terms used in this Rider not defined in this Rider 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:**

866 UN Plaza Property 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:

**RIDER TO PURCHASE AGREEMENT**

**RE: STORAGE ROOM**

This Rider is made as of _____, _____ between Sponsor and Purchaser.

Re: Unit No: _____ ("Unit")
866 United Nations Plaza Condominium
866 United Nations Plaza
New York, New York 10017 ("Condominium")

1. STORAGE ROOM LICENSE

1.1 Sponsor agrees to sell and Purchaser agrees to purchase Storage Room #____ for a Purchase Price of $_____. At Closing, Purchaser shall enter into a Storage Room License to use the specific Storage Room designated by Sponsor, the form of which is set forth in Part II of the Plan.

1.2 The Purchase Price is payable as follows:

(a) $_____ ("Deposit"), due upon Purchaser's signing and delivering this Agreement, by wire transfer or by official bank check (subject to collection), receipt of which is hereby acknowledged;

(c) $_____ ("Balance of the Purchase Price"), by wire transfer or by good certified check of Purchaser or official bank check (subject to collection), payable on the delivery of the deed as hereinafter provided.

(d) If Purchaser is signing this Agreement after the Plan is declared effective, the Initial Deposit and Additional Deposit shall be due upon Purchaser's signing this Agreement.

2. RE-DESIGNATION OF STORAGE ROOM

Sponsor reserves the right at or prior to Closing to designate a different Storage Room in lieu of the Storage Room set forth above, provided the new Storage Room is equal to or greater in size and has the same Purchase Price.

3. DAMAGE TO THE STORAGE ROOM(S)

If there is a fire or other casualty to the Storage Room(s) and Sponsor does not elect to repair or restore such Storage Room(s) following such fire or casualty, then the Purchase Agreement shall be deemed modified to provide for the Closing of Title with respect to the Unit only. In such event, the Balance of the Purchase Price of the Unit shall be reduced by the amount of the Deposit paid pursuant to the terms of this Rider.

4. WITHDRAWAL OF STORAGE ROOM(S)

As set forth in the Plan, Sponsor reserves the right to withdraw the offering of any Storage Rooms in its sole discretion. The withdrawal of the offering of any Storage Rooms shall be disclosed by Sponsor in an amendment to the Plan, and a Purchaser shall only be relieved of Purchaser's obligation to purchase the particular Storage Rooms and shall remain obligated to purchase the Unit. At Closing, Purchaser will receive a credit against the Balance of the Purchase Price equal to the

# UNIT DEED

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 non-residential use only.

Grantor represents that the Grantor is the same party as the Grantee of the Property under deed dated _____ and recorded in the Register's office on _____ as CRFN _____.

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, the By-laws (and any Rules and Regulations adopted under the By-laws), and the Reciprocal Agreement.

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, the By-laws (and any Rules and Regulations adopted under the By-laws), and the Reciprocal Agreement 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.

**GRANTOR:**

866 UN Plaza Property LLC

By: _____
Name:
Title:

**GRANTEE:**

_____
(signature)

_____
(signature)

**EXHIBIT A**
**TO OFFICE 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:

[See the Schedule A – Description of the Land in the Specimen Title Report set forth in Part II of the Plan.]

# STORAGE ROOM LICENSE

3. The Storage Room may be used only for the storage of personal or business-related effects of the Unit Owner or its Permitted Users and in no event shall any food or perishable items or any flammable or explosive item or any item which would impose a health or safety threat or cause noxious odors, dirt or other sanitary problems or create a nuisance be stored in the Storage Room.

4. Except for Sponsor and the Condominium Board, a Unit Owner may not license the Storage Room without also owning an Office Unit or a Retail Unit.

5. Licensee shall not (a) store any property outside of the Storage Room; or (b) allow any other Person to use the Storage Room except in accordance with the terms hereof.

6. This Storage Room License may be assigned by Licensee at any time provided that (i) the assignee is an Office Unit Owner or a Retail Unit Owner at the Condominium, (ii) the assignee assumes the obligations hereunder in the form annexed hereto, (iii) the assignee delivers notification of the assignment in writing to the Condominium Board in compliance with its requirements as the same may be modified from time to time, and (iv) the assignee and/or licensee does not owe any outstanding monies to the Condominium. This Storage Room License shall automatically terminate at such time as Licensee no longer owns an Office Unit or a Retail Unit in the Condominium unless this Storage Room License is assigned to and assumed by another Unit Owner or Purchaser of an Office Unit or Retail Unit.

7. Licensee represents that Licensee has made a thorough inspection of the Storage Room and agrees to take same in its "as is" condition as of the date of this Storage Room License. Storage Room Licensee shall, throughout the term of this Storage Room License, take good care of and maintain the Storage Room. All repairs and replacements to the Storage Room shall be performed by the Licensee, at its sole cost and expense, in accordance with the Condominium Documents.

8. Licensor nor Licensor's agents or employees shall be liable for any theft or damage to any property stored in the Storage Room.

9. The terms of this Storage Room License are subject to the terms of the Condominium Documents. Nothing contained herein shall be construed as limiting the rights and obligations of the parties under the Condominium Documents. Any conflict between the provisions of this Storage Room License and the Condominium Documents shall be resolved in favor of the Condominium Documents.

10. If Licensee defaults in its obligations under this License or under the Condominium Documents, the Condominium Board may, in its sole discretion, elect by notice to Licensee to cancel this License, in addition to the rights and remedies set forth in the Condominium Documents. If the Condominium Board so elects, Licensee shall have thirty (30) days from the giving of notice of cancellation to cure the specified default. If the default is not cured within such thirty (30) days, TIME BEING OF THE ESSENCE, then this License shall be deemed terminated. Upon the termination of this License, Licensee and the Condominium Board will be released and discharged of all further liability and obligations under this License, and the Storage Room may be licensed to another as though this License had never been made, and without any obligation to account to Licensee for any of the proceeds.

11. If Licensee defaults in its obligations under this License or under the Condominium Documents, the Condominium Board may, in addition to the rights and remedies set forth in the Condominium Documents, (i) provide Licensee with notice that Licensee has ten (10) days to cure such default ("Cure Period"), (ii) deny access to and use of the Storage Room until Licensee cures such default, and (ii) if Licensee fails to cure such default before the end of the Cure Period, terminate this Storage Room License upon written notice to Licensee.

12. The Condominium Board or its agents shall have the right, but not the obligation, to open the Storage Room in an emergency at any time, and, at other reasonable times upon prior notice to

of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

23. Any failure by Licensor to insist upon strict performance by Licensee of any of the provisions of this Storage Room License shall not be deemed a waiver of any of the provisions hereof, irrespective of the number of violations or breaches which may occur, and Licensor, notwithstanding any such failure, shall have the right thereafter to insist upon strict performance by Licensee of any and all of the provisions of this Storage Room License to be performed by Licensee.

IN WITNESS WHEREOF, the undersigned have executed this Storage Room License as of the day and year first above written.

Agreed to and Acknowledged by:

**LICENSOR:**

866 United Nations Plaza Condominium

By: _____
Name:
Title:

**LICENSEE:**

_____

**SPONSOR:**

866 UN Plaza Property LLC

By: _____
Name:
Title:

# ASSIGNMENT AND ASSUMPTION OF STORAGE ROOM LICENSE

**ASSIGNOR:**

_____
(signature)

**ASSIGNEE:**

_____
(signature)

**APPROVED BY:**

866 United Nations Plaza Condominium

By: _____
Name:
Title:

# DECLARATION OF CONDOMINIUM

**DECLARATION**

**Establishing a Plan for Condominium Ownership of the Premises Known as**

**866 UNITED NATIONS PLAZA CONDOMINIUM**

**and having a street address of**

**866 UNITED NATIONS PLAZA**
**NEW YORK, NEW YORK 10017**

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

**Name:** **866 United Nations Plaza Condominium**

**Sponsor:** **866 UN Plaza Property LLC**
**130 East 59th Street, Suite 1300**
**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) 620-2686**
**Attn. Allan Starr, Esq.**

**The land affected by the within instrument lies in Block 1360 F/K/A Lot 1, N/K/A Lots _____ - _____ on the Tax Map of the Borough of Manhattan, County of New York, City and State of New York**

**Exhibits**

A – DESCRIPTION OF THE LAND

B – DESCRIPTION OF THE UNITS

C – DEFINITIONS

D – BY-LAWS OF THE CONDOMINIUM

E – UNIT POWER OF ATTORNEY

F – FLOOR PLANS REFLECTING EASEMENT AREAS

# DECLARATION
# OF
# 866 UNITED NATIONS PLAZA CONDOMINIUM

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

866 UN Plaza Property LLC, a limited liability company organized under the laws of the State of Delaware, having an office at 130 East 59th Street, Suite 1300, 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, if any, 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.

## ARTICLE 3
## NAME OF THE CONDOMINIUM

The Condominium shall be known as the 866 United Nations Plaza 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

5.1 Included in the Property are: 93 Office Units, 5 Retail Units, 1 Garage Unit, and 50 Storage Rooms contained within a 6-story building (plus 1 mezzanine level) above-grade and 1 cellar level below-grade.

5.1.1 The Office Units will be located on Floors 1 through 6.

5.1.2 The Retail Units will be located on Floor 1.

5.1.3 The Garage Unit will be located in the Cellar (with a ramp on Floor 1)

5.1.4 The Storage Rooms will be located on Floor 1 and in the Cellar.

5.2 The Office Building is classified as being of fire proof construction. The Office Building structural system consists of a reinforced concrete frame structure utilizing two way flat and waffle slab construction. The Office Building utilizes rigid beam/column connections and shear walls to resist lateral loading. The roof consists of a built-up modified bitumen membrane adhered to underlying concrete slabs and with gravel ballast overburden.

## ARTICLE 6

## THE UNITS

6.1 Exhibit B annexed hereto sets forth the following data with respect to each Unit necessary for the proper identification thereof: Unit designation; tax lot number; approximate location in the Office Building; approximate square footage; number of rooms; the portions of the Common Elements to which such Unit has immediate access; and the Common Interest appurtenant to such Unit. The precise location of each Unit is shown on the Floor Plans.

6.2 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 such 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) to the underside of the ceiling.

6.3 Each Unit includes, and each Unit Owner shall be responsible for, the front entrance door and any other entrance doors to the Unit (including, without limitation, all locks, peepholes, doorknobs and hardware), hallways exclusively serving such Unit (if any), the interior walls, partitions, floors and floor coverings and ceilings affixed, attached or appurtenant to the Unit, smoke/carbon monoxide detectors, window panes, all mechanical systems located in the Unit, heating and cooling systems (including HVAC filters and parts), all plumbing, gas and heating fixtures and equipment, including but not limited to, refrigerators, dishwashers, heating, ventilating and air conditioning Units (including the fans inside the Units), heating equipment, sinks, bathtubs, water closets, the heating, ventilation, and air conditioning systems servicing the Unit exclusively (if any), and all other Facilities as may be affixed, attached or appurtenant to the Unit and serving the Unit exclusively. Plumbing, gas and heating fixtures and equipment as used in the preceding sentence shall include exposed gas and water pipes from branch or fixture shut-off valves attached to fixtures, appliances and equipment and the fixtures, appliances and equipment to which they are attached, water spigots, and any special pipes or equipment which a Unit Owner may install within

the walls, ceilings, or floors, but shall not include gas, water or other pipes, conduits, wiring or ductwork within the walls, ceilings or floors, unless such installations were made by the Unit Owner after the Unit Owner acquired title to the Unit, in which event Unit Owner shall be responsible for such installations. Each Unit shall also include all lighting and electrical fixtures and appliances within the Unit, including 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 riders) and serving or benefiting only that Unit.

6.4 Each Retail Unit also includes, in addition to the items listed in Section 6.3 above, to the extent located in such Retail Unit, and each Retail Unit Owner shall be responsible for any Facilities servicing such Retail Unit exclusively including, outdoor signage for such Retail Unit, the exterior side of all windows in or opening from such Retail Unit.

6.5 The Garage Unit also includes, in addition to the items listed in Section 6.3 above, to the extent located in such Garage Unit, and the Garage Unit Owner shall be responsible for, any elevator, escalator, staircase, freight or service entrance, driveway, ramp, canopy and all related Facilities servicing such Garage Unit exclusively including, outdoor signage for such Garage Unit.

6.6 Any Common Elements located within a Unit shall not be considered a part of such Unit.

6.7 Notwithstanding anything contained in this Article to the contrary, each Unit Owner will have the right, subject to the provisions of the By-laws, exercisable at any time, to install, at such Unit Owner's sole cost and expense, decorations, fixtures and coverings (including, without limitation, painting, finishing, carpeting, pictures, mirrors, shelving and lighting fixtures) on the surfaces of the walls, ceilings and floors that face the interior of such Unit Owner's Unit and (with respect to 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 consistent exterior appearance, the structural integrity, sound integrity and mechanical and electrical systems of such Unit or of the Office Building or violate Law.

6.8 As of the date of the filing of this Declaration with the Register's Office, fee simple absolute title shall automatically vest in Sponsor in all Units and Sponsor shall be deemed a licensee with respect to all Storage Rooms, individually and collectively, 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 Office Building and improvements thereon other than the Units. The Common Elements are comprised of the General Common Elements and the Office Common Elements. The Common Elements do not include any Excess Development Rights, if any, which shall be retained by Sponsor.

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

(i) the Land (including the landscaping appurtenant thereto) and any improvements thereon, together with all easements, rights and privileges appurtenant thereto, except for Excess Development Rights (if any).

## ARTICLE 9

## USE OF UNITS AND STORAGE ROOMS

9.1 As more particularly set forth in, and subject to the provisions of, the By-laws, the Units may be used for any lawful, non-hazardous purposes consistent with the Operating Standard. With respect to the Retail Units, such use may include, without limitation, professional office units, retail stores, banks, restaurants, theaters, bars, spas, health clubs, and commercial space. Notwithstanding the foregoing, no Units may be used for (i) any use generating odors permeating outside the Unit (which shall not be construed to mean any limitation on the use of a Retail Unit as a legally-compliant restaurant), (ii) manufacturing, (iii) any residential, sleeping or hotel purpose, including any "dormitory," "bed and breakfast" or other transient hotel-type use, or (iv) any pornographic or immoral purpose or as a massage parlor, adult book store, peep show or adult entertainment facility. A Unit owned or leased by an individual, corporation, partnership, limited liability company, fiduciary or any other entity (including, but not limited to, embassies and consulates of foreign governments) may only be occupied by such individual, an officer, director, stockholder or employee of such corporation, a partner or employee of such partnership, a member of such limited liability company, the fiduciary or beneficiary of such fiduciary, a principal or employee of such other entity, respectively, or by guests of any of the foregoing. In all instances, Units may only be used in compliance with Law, the then-existing Certificate of Occupancy covering the Office Building, the Declaration, the By-Laws, and the Reciprocal Agreement.

Upon the prior written consent of Sponsor (1) (with respect to Unsold Units) or the Condominium Board (with respect to sold Units), any Unit may be used for any other lawful purposes, subject, however, to (2) the terms and conditions of the then existing Certificate of Occupancy for the Office Building, the Declaration, the By-laws, and the Reciprocal Agreement, and (3) applicable Law.

9.2 The Storage Rooms may be used only for the storage of personal or business-related effects of a Unit Owner or its Permitted Users, and in no event shall any food or other perishable item, or any flammable or explosive item, or any item which would impose a health or safety threat or cause noxious odors, dirt or other sanitary problems or create a nuisance, be stored therein. Sponsor shall have the right to use any unassigned Storage Room for any purpose permitted by Law or to change the permitted use of any unassigned Storage Room, subject, however, to the provisions of the By-laws. Except for Sponsor and the Condominium Board, a Storage Room may not be licensed independently of an Office Unit or a Retail Unit.

9.3 Notwithstanding the foregoing or anything contained in the By-laws or the Rules and Regulations to the contrary, Sponsor may, without the permission of the Condominium Board, (1) use or grant permission for the use of any Unsold Unit as a professional office or for any other purpose, provided such use is permitted by Law, and does not violate the then existing Certificate of Occupancy for the Office Building or any other governmental regulations, (2) use any Unsold Units as model Units and offices for the selling, leasing, management, operation and promotion of the Unsold Units or for any other purpose, subject only to compliance with Law, (3) use any Storage Room for any purpose permitted by Law, and (4) lease any Unsold Unit to third parties for either long term or short term stays.

## ARTICLE 10

## EASEMENTS FOR THE ENJOYMENT OF THE COMMON ELEMENTS

10.1 Subject to the terms of this Declaration, the By-laws and the Rules and Regulations, if applicable, Sponsor, the Unit Owners, the Managing Agent, the Condominium Board and all Permitted Users of the foregoing shall have, in common with all of the others, an easement for ingress and egress through, as well as for the use and enjoyment of, all of the General Common Elements, and the General Common Elements shall be subject to such easement. Notwithstanding the foregoing, however, no Person shall use or

enjoy the General Common Elements except in accordance with the reasonable purposes for which they are intended and without encroaching upon the rights of other Persons to do so.

10.2 Subject to the terms of the By-laws and the Rules and Regulations, if applicable, Sponsor, the Unit Owners, the Managing Agent, the Condominium Board and all Permitted Users of the foregoing shall have, in common with all of the others, an easement for ingress and egress through, as well as for the use and enjoyment of, all of the Office Common Elements, and the Office Common Elements shall be subject to such easement. Notwithstanding the foregoing, however, no person shall use or enjoy the Office Common Elements except in accordance with the reasonable purposes for which they are intended and without encroaching upon the rights of other persons to do so.

10.3 No Notice Work shall be commenced by or on behalf of any Unit Owner unless the Condominium Board, in its reasonable discretion, (i) approves such Notice Work and (ii) either executes together with the Unit Owner an alteration agreement in a form to be determined by the Condominium Board ("Alteration Agreement") or provides written notification that the requirement for an Alteration Agreement in such instance has been waived ("Alteration Agreement Waiver"). An application to the Condominium Board to perform Notice Work is deemed rejected where the Condominium Board has neither executed an Alteration Agreement nor provided an Alteration Agreement Waiver. Condominium Board approval for Notice Work is deemed obtained where the Condominium Board has executed an Alteration Agreement or has provided an Alteration Agreement Waiver for such Notice Work in each instance. Notwithstanding the foregoing, all Notice Work must be in compliance with Law and the terms of the Declaration, the By-Laws, the Rules and Regulations, and the Reciprocal Agreement. In connection with Notice Work approved by the Condominium Board, each Unit Owner and its Permitted Users shall have an easement for access, ingress, and egress through all Common and Private Areas, to the extent necessary, subject to prior approval by the Condominium Board and each affected Unit Owner (if any) in each instance. All Common and Private Areas shall be subject to such easement.

10.4 Subject to the approval by the Condominium Board in each instance, not to be unreasonably withheld, conditioned, or delayed, and provided that all the following alterations, additions, improvements or repairs are in compliance with Law and the terms of the Declaration, By-Laws, and Reciprocal Agreement, each Retail Unit Owner shall have the right, at such Retail Unit Owner's sole cost and expense (i) to erect, maintain, repair and replace one or more signs and lighting of such size and content as the Condominium Board may approve, not to be unreasonably withheld, conditioned, or delayed, in the storefronts and windows of such Unit for the purposes of advertising the sale or rental of all or any portion of a Unit or the operation of any business conducted in the Retail Unit, and (ii) to use the sidewalks adjacent to such Retail Unit (if any) 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. In the event a Retail 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 Retail Unit Owner.

10.5 Sponsor and its Permitted Users shall have an easement in, over, under, through and upon the General Common Elements and Office Common Elements (including but not limited to, lobbies, hallways and corridors), to use the same, without being subject to any fee or charge, for all purposes and activities in connection with the sale or renting of Unsold Units including, without limitation, the right 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 conducted in any Unit.

10.6 Within Office Unit 650 are located electrical closets, which are General Common Elements ("Electrical Closets"). In addition to all other easements and rights granted in the Declaration, By-Laws, and Reciprocal Agreement, Sponsor, the Managing Agent, the Condominium Board, and/or each of their respective Permitted Users shall have an easement in, through, and upon Office Unit 650 for the purpose of

accessing, utilizing, and/or maintaining the Electrical Closets and any equipment, furniture, and finishings contained therein.

10.7 Within Office Unit 650 is located the 6th Floor Maintenance Room, which is a General Common Element. In addition to all other easements and rights granted in the Declaration, By-Laws, and Reciprocal Agreement, Sponsor, the Managing Agent, the Condominium Board, each of their respective Permitted Users, and/or (for so long as the Tower Building Owners use the 6th Floor Maintenance Room for purposes consistent with the terms of Section 1.5 of the Reciprocal Agreement) the Tower Building Owners shall have an easement in, through and upon Office Unit 650 for the purpose of accessing, utilizing, and/or maintaining the 6th Floor Maintenance Room and any equipment, furniture, and finishings contained therein.

10.8 In addition to all other easements and rights granted in the Declaration, By-Laws, and Reciprocal Agreement, Sponsor, the Managing Agent, the Condominium Board, and each of their respective Permitted Users shall have an easement in, through and upon Office Unit 120 to access the Court Area entrances located in Office Unit 120 in order to enter, utilize, and/or maintain the Court Area and any equipment, furniture, and finishings contained therein and/or for the purpose of performing any alterations, construction, relocation of furniture, or other work necessary to open, unseal, unblock, or otherwise make operable the entrance to the Court Area located within each of these Units.

10.9 In addition to all other easements and rights granted in the Declaration, By-Laws, and Reciprocal Agreement, Sponsor and the Condominium Board shall have an easement in, through, and upon Office Unit 120 in order to perform any alterations, construction, relocation of furniture, or other work necessary to open, unseal, unblock, or otherwise make operable the entrances to the Court Area located therein.

10.10 The Retail Unit Owners shall each have an easement in, over, under, through and upon the Office Common Elements (including, but not limited to, lobbies, hallways and corridors) to use the same without being subject to any fee or charge for all purposes and activities in connection with accessing their respective Units and/or any Storage Rooms licensed by the Retail Unit Owners, as the case may be.

## ARTICLE 11

## OTHER EASEMENTS

11.1 Subject to the terms of the By-laws and to the Rules and Regulations, if applicable, each Unit Owner shall have an easement in common with all other Unit Owners to use, maintain, repair, alter and replace all Common Elements located in any of the other Units or elsewhere on the Property which serve such Unit Owner's Unit, including an easement to connect to existing utilities, including without limitation, utilities for gas, electricity, steam and ventilation. Each Unit (including any Common Elements located therein) shall be subject to an easement in favor of all Unit Owners to use, maintain, repair, alter and replace all Common Elements located in such Unit or elsewhere on the Property which serve other Units. All easements and rights of access described in this Section shall be exercised by the 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 contained therein and appurtenant thereto to inspect the same, to remove violations therefrom and to install, operate, maintain, repair, alter, rebuild, restore and replace any of the Common Elements located in, over, under, through, adjacent to, or upon the same, and each Unit and the Common Elements shall be subject to such easement and right of access. Such easements and rights of access shall be exercised by the Condominium Board and/or Sponsor, and each of their Permitted Users, as the case may be, to the extent practicable, in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes. Such entry shall be permitted on reasonable prior notice based on the nature of the repair or replacement but in no event on less than two days' notice, except that no notice will be necessary in the case of an "emergency" (i.e., a condition requiring repair or replacement immediately

authorized by a vote of the Retail Unit Owners, the Garage Unit Owner, and 80% in number and in Office Common Interest of all Office Unit Owners. No such vote shall be effective, however, without the written consent (which consent shall not be unreasonably withheld, conditioned, 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. In the event the withdrawal is authorized as aforesaid, but only in such event, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective Common Interests; provided, however, that no payment shall be made to a Unit Owner until there has first been paid from out of such Unit Owner's share of such net proceeds all liens on the Unit (other than mortgages which are not Permitted Mortgages), in the order of priority of such liens.

## ARTICLE 16

## COVENANT OF FURTHER ASSURANCES

16.1 Any Person who is subject to the terms of this Declaration, whether such Person is a Unit Owner, a Member or officer of the Condominium Board or a Permitted User of either or otherwise, shall, upon prior reasonable written request at the expense of any such other Person requesting the same, execute, acknowledge and deliver to such other Person such instruments, in addition to those specifically provided for herein, and take such other action as such other Person may reasonably request to effectuate the provisions of this Declaration or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

16.2 If any Unit Owner, the Condominium Board or any other Person who is subject to the terms of this Declaration fails or refuses, within twenty (20) days (or sixty (60) days, with respect to a Permitted Mortgagee) after request therefor, either (i) to execute, acknowledge or deliver any instrument, or to take any action which the Condominium Board, Unit Owner or other Person is required to execute, acknowledge and deliver or to take pursuant to this Declaration, or (ii) to deliver a written notice to the Person requesting such execution, acknowledgement or delivery, and to the Condominium Board stating the reasons why such Unit Owner, Condominium Board or other Person refuses to execute, acknowledge or deliver such instrument or take such action, then the Condominium Board or other Person is hereby authorized as attorney-in-fact for such Unit Owner, Condominium Board or other Person, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action in the name of such Unit Owner, Condominium Board or other Person and such document or action shall be binding on such Unit Owner, Condominium Board or other Person.

16.3 If any Unit Owner, the Condominium Board or other Person that is subject to the terms of this Declaration fails to execute, acknowledge, or deliver any instrument, or fails or refuses, within twenty (20) days (or sixty (60) days, with respect to a Permitted Mortgagee) after request therefor, to execute, acknowledge or deliver any instrument which such Unit Owner, Condominium Board or other Person is required to execute, acknowledge or deliver pursuant to this Declaration at the request of Sponsor, a Retail Unit Owner, or the Garage Unit Owner, as the case may be, then Sponsor, a Retail Unit Owner, or the Garage Unit Owner, as the case may be, is hereby authorized, as attorney-in-fact for the Unit Owner, Condominium Board or other Person, coupled with an interest, to execute, acknowledge and deliver such instrument, in the name of the Unit Owner, Condominium Board or other Person, and such instrument shall be binding on the Unit Owner, Condominium Board or other Person. The Condominium Board shall not unreasonably withhold or delay its consent or approval with respect to any matter contained in this Declaration which requires the consent or approval of the Condominium Board.

of all Office Unit Owners, taken in accordance with the provisions of the By-laws; provided, however, that the Common Interest appurtenant to each Unit as expressed in this Declaration shall not be altered without the written consent of all Unit Owners directly affected. Subject to the provisions contained herein or in the By-laws with respect to amendments, modifications, additions or deletions affecting Sponsor, the Retail Unit Owner, or the Garage Unit Owner, no amendment, modification, addition or deletion shall be effective without the written consent (which consent shall not be unreasonably withheld, conditioned, or delayed) of 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, the Retail Unit Owner, or the Garage Unit Owner, any such amendment, modification, addition or deletion shall be executed by either the Condominium Board as attorney-in-fact for the Unit Owners, coupled with an interest, and the Condominium Board is hereby authorized by such Unit Owners so to act as their attorney-in-fact. Subject to the rights of Sponsor set forth herein, 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.

19.2 Sponsor shall have the right, at its sole cost and expense and without the vote or consent of any other Unit Owners, the Condominium Board, or the Mortgage Representatives (if any), to execute, acknowledge and record (or, at Sponsor's sole option, to require the Condominium Board or any other Unit Owners to execute, acknowledge and record) in the Register's Office and elsewhere, if required by Law, one or more amendments to this Declaration, the By-Laws, the Rules and Regulations and the Floor Plans of the Condominium as Sponsor deems appropriate to effectuate the same:

(i) to reflect any changes in Unsold Units and/or the reapportionment of the Common Interest of the affected Unsold Units resulting therefrom made by Sponsor in accordance with the terms of Article 12 hereof; or

(ii) required by (x) an Institutional Lender designated by Sponsor to make a loan secured by a mortgage on any Unsold Unit, (y) any governmental agency having regulatory jurisdiction over the Condominium, or (z) any title insurance company selected by Sponsor to insure title to any Unsold Unit; or

(iii) to correct any inconsistencies or scrivener's errors in the Declaration, the By-Laws and/or Floor Plans; or

(iv) 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; or

(v) to relinquish any rights granted to Sponsor hereunder.

Provided, however, that any amendment made pursuant to the terms of subparagraph (i) or (ii) of this Section shall not (1) change the Common Interest of any Unit other than a Unit owned by Sponsor, or (2) require a material, physical modification of any Unit other than a Unit owned by Sponsor, 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 (1) or (2) of this Section) or the holder of such mortgage (in the event described in (3) of this Section) shall consent thereto by joining in the execution of such amendment.

## 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, each Retail Unit Owner, and Garage Unit Owner as set forth in this Declaration and the By-laws shall inure to the benefit of and be binding upon any successor or assignee or designee of Sponsor, each Retail Unit Owner, and Garage Unit Owner. Sponsor, each Retail Unit Owner, and Garage Unit Owner shall have the right, at any time, in their sole discretion, to assign or otherwise transfer their interest therein, whether by merger, consolidation, lease, assignment, or otherwise.

## ARTICLE 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

26.1 A reference in this Declaration to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural and vice versa, unless the context otherwise requires.

26.2 The terms "herein," "hereof" or "hereunder" or similar terms used in this Declaration refer to this entire Declaration and not to the particular provision in which the terms are used, unless the context otherwise requires.

26.3 Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of this Declaration.

## ARTICLE 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 and/or Storage Rooms 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:**

866 UN Plaza Property 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 whom 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:

[See the Schedule A – Description of the Land in the Specimen Title Report set forth in Part II of the Plan.]

**EXHIBIT B TO THE DECLARATION**

**DESCRIPTION OF THE UNITS**

**866 United Nations Plaza Condominium**
**866 United Nations Plaza**
**New York, New York 10017**

| UNIT | FLOOR | APPROXIMATE TOTAL SQ. FT. UNIT | BLOCK 1360 TAX LOT NO. | PERCENTAGE OF COMMON INTEREST | LOCATION IN PORTION OF BUILDING FACING DIRECTION SET FORTH BELOW | COMMON ELEMENTS TO WHICH UNIT HAS IMMEDIATE ACCESS |
|---|---|---|---|---|---|---|

**To be completed prior to 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, the By-Laws and the Condominium Act. They include the following:

"Adverse Effect," or "adverse effect" shall mean any action or proposed change 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 interfere with such Unit Owner's access to the Unit, or (iii) otherwise materially diminish the use of the Unit for its intended purpose.

"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.

"Authorized Depository" shall mean any office, letterbox, or other receptacle intended or used by a reputable carrier (which shall include, without limitation, the United States Postal Service, FedEx, etc.) for the receipt or delivery of mail.

"Buildings Department" shall mean the office of the New York City Department of Office 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 are set forth in Part II of the Plan.

"Certificate of Occupancy" shall mean the certificate of occupancy for the Office 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 a Closing occurs.

"Common Charges" shall mean the charges allocated and assessed by the Condominium Board to the Unit Owners, pro-rata, in accordance with their 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 and the Office 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 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

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, 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, davits and rigs for window cleaning.

"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 Unit Owners.

"First Closing" shall mean the Closing of Title with respect to the first Unit 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 - First Year's Budget." 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.

"Garage Unit" shall mean the Unit designated as a Garage Unit in the Declaration together with its Common Interest.

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

"GBL" shall mean Section 352-e 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 the Units or the Unit Owners or necessary for, or convenient to, the existence, maintenance, or safety of the Property (except with respect to the Storage Rooms, which are only available for use by the licensee of the particular Storage Room), 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 Closing of Title with Purchasers under the Plan to Office Units representing at least 90% of all Office Common Interest in the aggregate.

Common Element, or any portion of any of the foregoing ("Common and Private Areas"), (iii) the installation, operation, maintenance, repair, alteration, rebuilding, restoration and replacement of any pipes, wires, ducts, vents, cables, conduits or other lines, equipment or facilities forming a part of or relating to the Unit in, over, under, through or upon the Common and Private Areas, or (iv) any Unit Work for which the cost for completion (including, without limitation, costs of all services and materials) exceed $5,000.

"Office Building" shall mean that portion of the Structure located at 866 United Nations Plaza, New York, New York 10017, comprising 6 stories (plus 1 mezzanine level) above-grade and 1 cellar level below-grade, which is the subject of this Offering Plan. Any reference to the "Office Building" specifically excludes the Tower Buildings.

"Office Common Elements" shall mean those portions of the Common Elements either existing for the common use of the Office Units or the Office Unit Owners or necessary for, or convenient to, the existence, maintenance or safety of the Office Units, as more particularly described in the Declaration and the Floor Plans.

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

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

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

"Operating Standard" shall mean a standard of operation and management that is (i) in compliance with all Laws, (ii) in compliance with the requirements of the Declaration, the By-Laws, the Rules and Regulations, and the Reciprocal Agreement; and (iii) in keeping with the standards of a first-class mixed use commercial building in midtown Manhattan.

"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 annexed to the form of Purchase Agreement.

"Permitted Mortgage" shall mean a first mortgage permitted to be placed upon a Unit pursuant to the provisions of the By-Laws. So long as the senior loan agreement entered into between Sponsor and Parlex 1 Finance, LLC on December 17, 2013 remains in full force and effect, such loan agreement, as the same may be modified, amended, or supplemented from time to time, shall be deemed a Permitted Mortgage.

"Permitted Mortgagee" shall mean any holder or guarantor of a Permitted Mortgage at the time in question. So long as the senior loan agreement entered into between Sponsor and Parlex 1 Finance, LLC on December 17, 2013 remains in full force and effect, Parlex 1 Finance, LLC, together with its successors and assigns, shall be deemed a Permitted Mortgagee.

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

Unit Owner in the case of such Unit Owner's Unit and its appurtenant Common Elements; or (ii) the Condominium Board; or (iii) the Condominium Documents; or (iv) Sponsor.

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

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

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

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

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

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

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

"Reciprocal Agreement" shall mean that agreement entered into on November 4, 1966 among The Equitable Life Assurance Society of the United States, Alcoa Plaza Associates, Anthony J. Faranda, 860 West Tower Building, Inc., Robert C. Erickson, and 870 East Tower, Inc., setting forth with particularity the rights, easements, appurtenances, interests, and benefits with respect to the Structure, together with all amendments thereto and with other agreements incorporated therein.

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

"Retail Common Expenses" shall mean all costs and expenses to be incurred generally by the Retail Unit Owners pursuant to the Declaration and/or By-Laws.

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

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

"Rules and Regulations" shall mean the Rules and Regulations of the Condominium promulgated in accordance with the By-Laws, as any of such Rules and Regulations may be amended, added to, or deleted from time to time pursuant to the terms of the By-Laws.

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

"Schedule A" shall mean the Section of the Plan entitled "Schedule A - Offering Prices and Related Information."

"Schedule B" shall mean the Section of the Plan entitled "Schedule B - First Year's Budget." Schedule B is sometimes referred to as the "First Year's Budget."

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

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

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

"Sponsor" shall mean 866 UN Plaza Property LLC and its successors and assigns as well as any 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.

"Storage Room" shall mean any storage room offered for sale by pursuant to a Storage Room License and shall include the structural framework and materials out of which the Storage Room is constructed. Each Storage Room is a General Common Element. Any reference in the Plan to "owning a Storage Room" means that the Unit Owner has entered into a Storage Room License for the Storage Room.

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

"Storage Room Licensee" shall mean any Unit Owner who licenses a Storage Room at the time in question. All such Unit Owners are, collectively, referred to as "Storage Room Licensees."

"Structure" shall mean the entire building structure comprising the Office Building, the East Tower Building, and the West Tower Building.

"Title Company" shall mean National Land Tenure Company, LLC, having an office at 1122 Franklin Avenue, Suite 400, Garden City, New York 11530. Telephone: (516) 227-0800, Facsimile: (516) 227-1160, or any successor Title Company at the time in question.

"Tower Buildings" shall mean, collectively, the West Tower Building and the East Tower Building.

"Tower Building Owners" shall mean, collectively, both (i) the Person who holds fee title of record to the West Tower Building and (ii) the Person who holds fee title of record to the East Tower Building.

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

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

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

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

"Unsold Storage Room" shall mean any Storage Room owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained by Sponsor or a principal of

Sponsor at the time in question. All such Unsold Storage Rooms are, collectively, referred to as the "Unsold Storage Rooms."

"Unsold Storage Room Licensee" shall mean Sponsor or a principal of Sponsor and (if applicable) a Person designated by Sponsor.

"Unit Work" shall mean any alterations, additions, improvements, or repairs in, to or upon the interior of a Unit whether structural or non-structural, ordinary or extraordinary.

"West Tower Building" shall mean the 32-story residential apartment tower located atop the Office Building on the western side.

"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.

# BY-LAWS OF THE CONDOMINIUM

**EXHIBIT D**

**TO THE DECLARATION**

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# BY-LAWS

# OF

# 866 UNITED NATIONS PLAZA CONDOMINIUM

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(i) make any addition, alteration, or improvement to the Common Elements or to any Unit, unless the same shall be required by Law;

(ii) assess any Common Charges or Special Assessments for the creation or replacement of, or the addition to, all or any part of a working capital, reserve, contingency, or surplus fund;

(iii) increase or decrease the number of, or change the kind of employees from those described in the First Years Budget;

(iv) enter into any service or maintenance contracts for work or otherwise contract for work or otherwise provide services in excess of those described in the First Year's Budget set forth in the Plan, except as is required to reflect normal annual increases in operating services incurred in the ordinary course of business;

(v) borrow money on behalf of the Condominium; or

(vi) exercise a right of refusal to lease or purchase a Unit.

However, Sponsor may not diminish or eliminate services, facilities or any line items described in the First Year's Budget and Sponsor's written consent shall not be necessary to perform any function or take any action described in clauses (i) through (vi) above, if, and only if, the performance of such function or the carrying out of such action is necessary 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.

(B) Notwithstanding anything to the contrary contained in these By-laws, all determinations of the Condominium Board which affect only the:

(i) Office Units and do not materially and adversely affect the use and operation of the Retail Units and/or the Garage Unit shall be made by the Member(s) of the Condominium Board elected or designated by the Office Unit Owners; and

(ii) Retail Units and do not materially and adversely affect the use and operation of the other Units shall be made by the Member of the Condominium Board designated by the Retail Unit Owners in accordance with these By-Laws.

(iii) the Garage Unit and do not materially and adversely affect the use and operation of the other Units shall be made by the Member of the Condominium Board designated by the Garage Unit Owner.

Any dispute as to whether or not a determination materially and adversely affects any Units shall be settled by arbitration in accordance with the provisions of these By-laws. No dispute with respect to whether a determination materially and adversely affects a Unit shall be deemed to exist unless the objecting party specifies the grounds for its objection in writing to the Condominium Board within 10 business days of receipt by it of notice of such determination.

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.

Member thereof by personal delivery, mail, overnight courier, facsimile or e-mail, at least 5 business days prior to the day named for such meeting.

Section 2.13 *Special Meetings of the Condominium Board.* The President may call a special meeting of the Condominium Board whenever the President deems the same to be necessary or desirable. However, the President shall call such a meeting upon the written request of 3 or more Members of the Condominium Board. Written notice of all special meetings shall be given by the Secretary to each Member thereof by personal delivery, mail, overnight courier, facsimile, or e-mail at least 3 business days prior to the day named for such meeting, which notice shall state the time, place and purpose of the meeting.

Section 2.14 *Waiver of Notice of Meetings.* Any Member of the Condominium Board may, at any time, waive notice of any meeting thereof in writing, and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Member of the Condominium Board at any meeting thereof shall constitute a waiver by the Member of notice of the time and place thereof. If all of the Members of the Condominium Board are present at any meeting thereof, no notice of such meeting shall be required and any business may be transacted at such meeting.

Section 2.15 *Quorum of the Condominium Board.* A quorum of the Condominium Board is required to be present at a Condominium Board meeting in order to make any determination or to transact any business. To constitute a quorum of the Condominium Board, the following majority of the Members of the Condominium Board shall be present at the Condominium Board meeting:

(A) Attendance of a majority of all of the Members of the Condominium Board will be required for any business relating to the General Common Elements, the General Common Expenses, or, all or a portion of the Units.

(B) Attendance of a majority of the Office Members of the Condominium Board will be required for any business relating solely to the Office Common Expenses, the Office Common Elements, or, all or a portion of the Office Units.

(C) Attendance of a majority of the Retail Members of the Condominium Board will be required for any business relating solely to the Retail Common Expenses or all or a portion of the Retail Units.

In connection therewith, one or more Members of the Condominium Board may participate in any meeting thereof by means of a conference telephone or similar communications equipment permitting all individuals participating in the meeting to hear each other at the same time, and such participation shall constitute presence at such a meeting for all purposes. If, at any meeting of the Condominium Board, there shall be less than a quorum present, a majority of the Members of the Condominium Board in attendance may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business that might have been transacted at the meeting originally called but for the lack of a quorum may be transacted without further notice.

Section 2.16 *Conduct of Meetings.* The President shall preside at all meetings of the Condominium Board, and the Secretary shall faithfully record the minutes thereof, which minutes shall include the full text of all resolutions duly adopted by the Condominium Board and a record of all transactions and proceedings occurring thereat. The then current edition of Robert's Rules of Order, or any other rules of procedure from time to time acceptable to a majority of the Condominium Board, shall govern the conduct of the meetings of the Condominium Board unless the same shall be in conflict with the terms of the Declaration, these By-laws, or the Condominium Act.

Section 2.17 *Decisions by the Condominium Board.* Except as otherwise provided in the Declaration or these By-laws:

(A) The vote of a majority of the Members attending a duly constituted meeting of the Office Members at which a quorum is present shall decide all matters on behalf of the Condominium Board relating solely to the General Common Elements; the General Common Expenses, or, all or a portion of the Office Units, Retail Units, and Garage Unit.

(B) The vote of a majority of those Office Members attending a duly constituted meeting of the Office Members at which a quorum is present shall decide all matters on behalf of the Condominium Board relating solely to the Office Common Expenses; the Office Common Elements; or, all or a portion of the Office Units.

(C) The vote of a majority of those Retail Members attending a duly constituted meeting of the Retail Members at which a quorum is present shall decide all matters on behalf of the Condominium Board relating solely to the Retail Common Expenses or all or a portion of the Retail Units.

Alternatively, any decision that is required or permitted to be made by the Condominium Board may be made without a meeting thereof if all of the Members of the Condominium Board shall individually or collectively consent in writing to such decision, and all such written consents shall be duly filed by the Secretary of the Condominium in the minutes of the Condominium Board.

Section 2.18 *Compensation of Members.* No Member of the Condominium Board shall receive any compensation from the Condominium for acting as such.

Section 2.19 *Common or Interested Members of the Condominium Board.* Each Member of the Condominium Board shall perform duties, and shall exercise powers, in good faith and with a view to the interests of the Condominium. To the extent permitted by Law, no contract or other transaction between the Condominium Board and either (i) any of its Members or (ii) any corporation, partnership, fiduciary, firm, association, or other entity in which any of the Members of the Condominium Board are officers, directors, employees, partners, fiduciaries, beneficiaries, or principals, or are otherwise interested, pecuniarily or otherwise, shall be deemed either void or voidable because either (a) any such Member of the Condominium Board was present at the meeting or meetings of the Condominium Board during which such contract or transaction was discussed, authorized, approved, or ratified, or (b) the vote of any such Member was counted for such purpose, provided, however, that either: (x) the fact thereof 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 (y) the fact thereof is disclosed to, or known by, a Majority of Unit Owners, and a Majority of Unit Owners shall authorize, approve, or ratify such contract or transaction.

Any such Member of the Condominium Board may be counted in determining the presence of a quorum of any meeting of the Condominium Board that authorizes, approves, or ratifies any such contract or transaction, but no such Member shall be entitled to vote thereat to authorize, approve, or ratify such contract or transaction.

Section 2.20 *Indemnification.*

2.20-1 Indemnification of Board Members and Officers.

2.20-1.1 To the extent permitted by Law, the Members of the Condominium Board shall have no personal liability with respect to any contract, act or omission of the Condominium Board or of any Managing Agent or manager in connection with the affairs or operation of the Condominium (except in their

Section 4.9 *Election of Office Members to the Condominium Board.*

(A) When voting for Members of the Condominium Board, each Office Unit Owner (including Sponsor for so long as Sponsor shall own any Unsold Units) shall be entitled to cast 1 vote for each .0001% of Common Interest attributable to the Office Unit(s) per Office Member to be elected. However, nothing contained herein shall be deemed to permit any Office Unit Owner to cumulate the votes attributable to the ownership of an Office Unit in favor of any 1 or more Office 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 Office Members of the Condominium Board.

(B) All elections of Office Members of the Condominium Board shall be by written ballot, and each ballot cast shall state: (i) the name of the voting Office Unit Owner and, if such ballot is cast by proxy, the name of the proxy; (ii) the designation number(s) of the Office Unit(s) owned by the voting Office Unit Owner; (iii) the percentage(s) of the Common Interest appurtenant to such Office 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 2 years.

(C) Subject to the terms of paragraph (D) of this Section 4.9, all elections of Office Members of the Condominium Board shall be determined by plurality vote of Office Unit Owners present, in person or by proxy, at a duly convened meeting.

(D) At meetings of the Unit Owners, Sponsor will have the right to vote all of the Common Interests attributable to the Unsold Office Units as it sees fit. However, at elections of Office Members to the Condominium Board held during the Initial Control Period, Sponsor shall have the right to designate 3 of the 5 Office Members to the Condominium Board, and Sponsor and all other Office Unit Owners shall have the right to vote for the remaining Office Members of the Condominium Board.

Subsequent to the Initial Control Period, and for so long as Sponsor continues to own at least 1 Unsold Office Unit, Sponsor shall have the right to designate 2 Office Members to the Condominium Board, and shall have the right to vote its Common Interest attributable to the Unsold Office Units for the remaining Office Members of the Condominium Board. There is no restriction on the right of Sponsor to vote for Office Members of the Condominium Board who are not related to or affiliated with Sponsor.

(E) Within 30 days after the Initial Control Period, 1 of the 3 Office Members of the Condominium Board who were designated by Sponsor shall resign and its replacements shall be filled by a vote of the Office Unit Owners (including Sponsor for so long as Sponsor shall own any Unsold Unit) at a special meeting called for such purpose.

Section 4.10 *Designations of the Retail Member and Garage Member to the Condominium Board.*

(A) With respect to the Retail Member, the power to designate the Retail Member shall pass from one Retail Unit Owner to another in a consecutive order, to such effect that the Retail Unit Owners (including Sponsor for so long as Sponsor shall own a Retail Unit) take turns every year designating the Retail Member. At the First Annual Meeting, the Retail Unit Owner with the highest Common Interest shall designate the first Retail Member, and at the annual meeting of the Unit Owners in the following year the Retail Unit Owner with the second highest Common Interest shall designate the Retail Member, and this process shall continue until all Retail Unit Owners have taken a turn designating a Retail Member, at which point the cycle shall start over again.

noise, odor or vibrations, a certification of the architect for the Notice Work (or such other consultant reasonably acceptable to the Condominium Board) stating that such Notice Work will be performed in a commercially reasonable manner so as to minimize such noise, odor or vibrations (taking into account the fact that portions of the Office Building will be occupied by tenants); and (iv) all necessary permits, authorizations, approvals and certificates from any governmental authority required for the commencement and prosecution of the Unit Work have been obtained (subparagraphs (i) through (iv) collectively, "Notice Work Conditions"). Any failure to meet the Notice Work Conditions prior to commencement of Notice Work by the Unit Owner shall be a default by such Unit Owner under the Condominium Documents.

c) Except in case of an emergency (in which event the Performing Unit Owner must use commercially reasonable efforts to notify the Condominium Board and the other Unit Owners as soon as possible, including by e-mail or telephone), a Performing Unit Owner shall not commence Notice Work or any material modification to previously approved Notice Work unless (i) the Performing Unit Owner has given at least ten (10) business days' prior written notice to the other Unit Owners and the Condominium Board ("Work Notice Recipients") of its intent to perform the Notice Work ("Work Notice") which Work Notice shall include a set of plans of the Notice Work and a copy of the application for the building permit for the Notice Work and (ii) the Performing Unit Owner has (x) not received written objection thereto from any of the Work Notice Recipients pursuant to Section d) hereof, (y) received consent from the Work Notice Recipients with respect to the Notice Work, or (z) received a written arbitration determination in accordance with Section d) hereof authorizing the Performing Unit Owner to perform the Notice Work (subsections (x)-(z) herein collectively resulting in "Authorized Notice Work").

d) The Work Notice Recipients, within ten (10) business days of receipt of a Work Notice, may submit a written objection to the proposed Notice Work to the Performing Unit Owner setting forth in detail, the basis for such objection. If such an objection is submitted and not resolved by the Performing Unit Owner and the Work Notice Recipients, the proposed Notice Work may only be performed if, prior to commencing such Notice Work, the matter is submitted to Arbitration for a determination of whether the Notice Work will satisfy the requirements of this Section 5.2 including, without limitation, the Notice Work Conditions. The Work Notice Recipients shall only have the right to submit a written objection if the proposed Notice Work will have an Adverse Effect on a Unit Owner other than the Performing Unit Owner. Additionally, if the Notice Work is expressly permitted under the Condominium Documents or otherwise by written agreement between the Unit Owners, then an objection may only be made with respect to the means, methods, plans and specifications, and not the underlying concept, of such Notice Work and no condition shall be placed on such Notice Work that would make performance thereof impractical. In the event the Work Notice Recipients do not make a written objection to the Notice Work within the ten (10) business day period, the Work Notice Recipients will be deemed to have waived any objections and the Performing Unit Owner shall be authorized to perform the Notice Work, subject to compliance with these By-Laws.

e) To the extent that Notice Work involves unusual or excessive noise or vibrations, including without limitation excessive noise or vibrations that will affect other Unit Owners, such Notice Work shall be performed only during hours reasonably designated by the Condominium Board or Managing Agent, except in cases of emergency or as otherwise required by Law, and all costs and expenses as a result of such Notice Work being performed at such hours shall be borne by the Performing Unit Owner.

Common Elements, at any one time, in any fiscal year, such proposed alterations, additions or improvements shall not be made unless first approved by the Unit Owners if relating to the General Common Elements, or the Unit Owners, if relating to the Office Common Elements (including Sponsor if Sponsor then owns any Unsold Unit) owning 66 2/3% of the aggregate Common Interests or Office Common Interests, as applicable, at a duly constituted meeting of the Unit Owners or the Unit Owners, as applicable, and by the Mortgage Representatives, if any. Except as otherwise provided in the Declaration and in these By-laws, all such alterations, additions, or improvements costing $500,000 or less, in any fiscal year may be made as aforesaid without the approval of either the Unit Owners or any Mortgage Representatives. Notwithstanding the foregoing, no additions, alterations, or improvements shall be made to any of the Common Elements, regardless of the cost thereof, unless the prior written consent of Sponsor is first obtained, provided, however, that Sponsor's written consent is not necessary if such additions, alterations, or improvements to the Common Elements is required to (i) comply with Law; or (ii) remedy any notice of violation; or (iii) remedy any work order of the Condominium's issuer. In no event will the limitations imposed in the preceding sentence continue beyond the earlier to occur of (i) 5 years from the First Closing or (ii) at any time after the Initial Control Period.

(B) Notwithstanding the foregoing, if the necessity for the Common Element Work was caused by a breach of the Condominium Documents by a Unit Owner, the cost thereof together with any interest charged thereon shall be payable solely by such Unit Owner.

Section 5.4 *Insurance for the Office Building.*

(A) If the same shall be obtainable, the Condominium Board, at or prior to the First Closing, shall obtain, and shall maintain in full force and effect, special multi-peril insurance policies including fire with extended "all risk" coverage, replacement cost coverage and agreed valuation, vandalism and malicious mischief endorsements, insuring the entire Office Building (other than the space defined by the dimensions of the Units and any appliances, fixtures, improvements or any furniture, furnishings, decorations, belongings, or other personal property contained therein) together with all service machinery contained therein and covering the interests of the Condominium, the Condominium Board, all of the Unit Owners and all Permitted Mortgagees, as their respective interest may appear, in an amount equal to the full replacement value of the Office Building (exclusive of foundation and footings). Each of the said policies shall contain:

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

(ii) a provision that any adjustment of loss will be made by the Condominium Board and that all proceeds thereof shall be paid to either the Condominium Board or the Insurance Trustee, as provided in Section 5.5 hereof.

(iii) a New York standard mortgagee clause in favor of each Permitted Mortgagee, which shall provide that the proceeds thereof shall be paid to such Permitted Mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Condominium Board and the Insurance Trustee set forth in subparagraph (ii) above and in Section 5.5 hereof; and

(iv) a provision that such policy may not be either canceled or substantially modified except upon at least 30 days prior written notice to the Condominium Board and all insureds who may have requested such notice, including Permitted Mortgagees.

Duplicate originals or certificates of insurance of all such policies and of all renewals thereof, together with proof of payment of premiums, shall be on file at the office of the Managing

disburse the Trust Funds to the contractors engaged in the Work in appropriate progress payments. If the Trust Funds shall be less than sufficient to discharge the cost and expense of performing the Work, the Condominium Board shall levy a Special Assessment against all Unit Owners for the amount of such deficiency in proportion to their respective Common Interests, for Work to the General Common Elements and against all Unit Owners, 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 Office 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 General Common Elements and to all Office Unit Owners in proportion to their respective Office Common Interest, to the extent allocated to destroyed or damaged portions of the Office Units or the Office Common Elements, and to the Retail Unit Owners, to the extent allocated to destroyed or damaged portions of the Retail Units, and to the Garage Unit Owner, to the extent allocated to destroyed or damaged portions of the Garage Unit, except that no payment shall be made to a Unit Owner until there first has been paid, out of such Unit Owner's share of such funds, such amounts as may be necessary to pay off 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, conditioned, 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 Unit.

(E) In the event that the damage resulting from a Casualty Loss shall (i) render one or more Units wholly or partially unusable for the purposes permitted and in the Declaration or (ii) destroy the means of access to one or more Units, the installments of Common Charges otherwise payable by the owner of any Unit so affected thereby shall proportionately abate until such Unit shall again be rendered usable for such purposes and/or until the means of access thereto shall be restored, as the case may be. Notwithstanding

the foregoing, however, if such Casualty Loss shall be caused by the act, the omission to act, or the negligence of the owner of a Unit so affected thereby or by a tenant or other occupant of such Unit, such installments of Common Charges shall abate only to the extent of any proceeds of rent insurance actually collected by the Condominium Board with respect to such Unit.

(F) If (i) a portion of any Unit shall be taken in condemnation or by eminent domain and (ii) the Condominium shall not be terminated by reason of a simultaneous Taking pursuant to the terms of paragraph (D) hereof, the Common Interest and Office Common Interest, where applicable, appurtenant to such Unit shall be adjusted in the proportion that the total floor area of such Unit after such Taking bears to the total floor area of such Unit prior to such Taking. The Condominium Board shall promptly prepare and record an amendment to the Declaration reflecting the new Common Interest and new Office 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 Office Common Interest, where applicable, of such Unit, and, in the event of a Taking of an entire Unit, the right to vote appurtenant to such Unit shall wholly terminate. In either event, the Common Interests and Office Common Interest, where applicable, of the other remaining Units shall be adjusted accordingly and reflected in a duly filed amendment to the Declaration duly executed and acknowledged by the Condominium Board and the owners of all of the other or remaining Units together with the holders of the Permitted Mortgages.

(G) As used in this Section 5.5, the terms:

(i) "Prompt repair or restoration" shall mean that the Work is to be commenced not more than either: (a) 60 days after the date upon which the Insurance Trustee notifies the Condominium Board that it has received Trust Funds sufficient to discharge the estimated cost and expense of the Work, or (b) 90 days after the date upon which the Insurance Trustee notifies the Condominium Board that it has received Trust Funds insufficient to discharge the estimated cost and expense of the Work, or (c) in the event that the Trust Funds are payable to the Condominium Board pursuant to the terms of paragraph (A) of this Section 5.5, 60 days after the date upon which the Condominium Board notifies the Unit Owners that it has received the Trust Funds, whether or not the same are sufficient to discharge the cost and expense of the Work;. In the event there are insufficient Trust Funds to discharge the estimated cost and expense of the Work, the Condominium Board shall levy a Special Assessment for the amount of such deficiency in accordance with paragraph (C) of this Section 5.5; and

(ii) "Promptly resolve" shall mean that a resolution shall be duly made not more than 60 days after the date upon which the Condominium Board notifies the Unit Owners that it has received the Trust Funds and that the same are or are not sufficient to discharge the estimated cost and expense of the Work, as the case may be.

(H) Any dispute that may arise under this Section 5.5 between Unit Owners or between any Unit Owner(s) and the Condominium Board shall be resolved by arbitration pursuant to the terms of Article 10 hereof.

Section 5.6 *Use of the Property.*

(A) No nuisance shall be allowed on the Property, nor shall any use or practice be allowed that either is a source of annoyance to its Unit Owners or interferes with the peaceful possession or proper use of the Property by its Unit Owners or guests. 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

Office Units and/or Office Common Elements, and (b) the Unit Owners as a General Common Expense for such portion attributable to the General Common Elements. The Unit Owner of each Unit that is submetered will be required to pay to the Condominium Board the cost of water and sewer attributable to such submetered Unit as reflected on the submeter.

Section 5.15 *Electricity.*

(A) Electricity for each Unit (including tenants occupying portions of the Units) is either directly metered for certain Units and the General Common Elements or submetered for certain Units or, if a Unit is neither submetered nor directly metered, billed based on each Unit's pro rata share of electricity consumed in the non-submetered and non-directly metered Units.

(B) If directly metered, each applicable Unit Owner shall be required to pay the billing utility directly for electricity consumed in such Unit Owner's Unit (or portion thereof).

(C) If submetered, each applicable Unit Owner shall be required to pay bills for electricity consumed in such Unit Owner's Unit either to the Condominium Board or to the utility company or to the servicing company engaged by the Condominium Board to perform such services all at the direction of the Condominium Board. The Common Expenses shall include fees for administering and servicing the submeters. In the event that a Unit Owner fails to pay for its submetered electricity, the Condominium Board shall be responsible to pay such expense on the Unit Owner's behalf and such electricity charges shall be deemed Common Charges allocable to the defaulting Unit Owner and the Condominium Board shall have a lien for non-payment of the expense as provided in Article 6.5 of these By-laws.

(D) Electricity for the Office Common Elements shall be supplied through one or more separate meters therefor and the cost thereof will be paid by the Condominium Board and will be borne by the Unit Owners as Common Charges.

(E) Any disputes with respect to submetering rates and billing must be submitted to Arbitration pursuant to Article 10 of these By-laws.

Section 5.16 *Record and Audits.*

(A) The Treasurer of the Condominium, or the Managing Agent under the supervision of such Treasurer, shall keep full, detailed and accurate records and books of account with respect to the financial affairs of the Condominium, which records and books of account shall include, without limitation, (i) a listing of all receipts of and expenditures by the Condominium Board and the Managing Agent and (ii) a separate listing for each Unit, setting forth, among other things, the amount of each assessment of Common Charges and Special Assessments levied against such Unit, the date when due, the amounts paid thereon and the balance, if any, remaining unpaid, as well as all Permitted Mortgagees having an interest in such Unit.

(B) Within 4 months after the end of each fiscal year of the Condominium, the Condominium Board shall submit to each Unit Owner, and, if so requested, to any Permitted Mortgagee, an annual report of the receipts and expenditures of the Condominium prepared and certified by an independent certified public accountant. The cost of preparing and distributing each such report shall be borne by the Condominium Board as a General Common Expense. The fiscal year of the Condominium shall be a calendar year.

Section 5.17 *Cost Sharing and Maintenance Obligations with Respect to the Structure.*

(A) With respect to the maintenance of the Structure, the Cost Sharing and Maintenance Memorandum Forming Part of Reciprocal Agreement, dated November 4, 1966, allocates maintenance costs

among the Building Owners and sets forth the responsibility of each of the respective Building Owners with regard to the performance of maintenance in the Structure (including the common areas).

(B) With respect to heating, ventilating, and air conditioning ("HVAC") costs incurred in servicing the Structure, the HVAC costs are allocated among the Building Owners on the following basis, pursuant to an amendment to the Agreement With Respect to Heating, Ventilating, and Air Condition costs dated April 23, 1987:

| | |
|---|---|
| Office Building Owner: | 29% |
| West Tower Building Owner: | 35.5% |
| East Tower Building Owner | 35.5% |

(C) With respect to charges for capital projects relating to HVAC, each Building Owner pays 1/3 of charges for capital projects shared among the Building Owners, as reflected in Annex III of Reciprocal Agreement Estoppel Certificates entered into between the Office Building Owner and the Tower Building Owners, each dated December 10, 2013.

Section 5.18 *Insurance for the Structure.*

(A) The Building Owners are jointly required to obtain and maintain, in accordance with the provisions of the By-Laws and Article IV of the Reciprocal Agreement, the following insurance to cover the Structure:

(i) Structure damage insurance, with respect to loss or damage by fire, lightning, windstorm, hail, explosion, riot, damage from aircraft, smoke damage and such other risks, casualties and hazards as may from time to time be carried by prudent owners of office or residential buildings in the City of New York.

a) Structure damage insurance shall be in an amount at least equal to the full replacement value of the Structure, excluding the cost of excavation and foundations, piers or other supports which are below the surface of the cellar of the Structure.

b) The policies effecting such insurance shall provide that all losses payable thereunder shall be paid to a depositary ("Depositary").

c) Such policies shall name as parties insured (i) each of the Building Owners, (ii) at the request of any Building Owner, any lessee or mortgagee of all or any portion of the property owned by such Office Building Owner, and (iii) at the request of any such lessee, any holder of a leasehold mortgage which is a lien upon the lease held by such lessee. Further, at the request of any Building Owner, such policies shall contain standard mortgagee clauses in favor of any mortgagee of all or any portion of the Building owned by such Building Owner and/or any holder of a mortgage on a leasehold interest in all or any portion of such Office Building, as interests may appear, provided nevertheless that all losses payable under such policies shall be payable to the Depository.

d) The cost of such insurance shall be allocated among the Building Owners in that proportion which such full replacement value of the improvements within the building of each Building Owner, respectively, shall bear to such full replacement value of the entire Structure, except that the cost of insuring any facility located within one building the cost of the Maintenance of which facility, under the Maintenance Agreement, is to be borne in whole or in part by the Building Owner of another building shall be borne by the Building

Owners in the same proportions in which the Building Owners are obligated to bear the cost of the Maintenance of such facility.

e) The policy shall provide that the acts of any insured party shall not invalidate the policy as against any other insured party or otherwise adversely affect the rights of any other insured party under the policy.

(ii) Comprehensive General and Automobile Liability insurance against claims for personal injury, death, or property damage occurring upon, in or about the Office Buildings or any elevators or escalators therein and on, in or about the adjoining streets, sidewalks, and passageways.

a) The Comprehensive General and Automobile Liability insurance shall be in such amounts as from time to time are carried by prudent owners of comparable office or comparable residential buildings in the City of New York; provided, however, that in no event shall such insurance afford protection to the limit of less than $1,000,000 in respect to injury or death to a single person, $2,000,000 in respect to any occurrence, and $1,000l,000 in respect to property damage.

b) The Comprehensive General and Automobile Liability insurance shall name as parties insured: (i) each of the Building Owners, (ii) at the request of any Building Owner, any lessee of all or any portion of the Structure owned by such Building Owner, (iii) any mortgagee in possession of any portion of the Structure, (iii) any leasehold mortgagee in possession of any portion of the premises demised to a lessee who is named as a party insured, and (v) at the request of any Building Owner, the managing agent of the Building owned by such Building Owner.

c) The policy shall provide that the acts of any insured party shall not invalidate the policy as against any other insured party or otherwise adversely affect the rights of any other insured party under the policy.

d) The costs of such insurance coverage shall be equitably allocated among the Building Owners, and each Building Owner shall pay such portion of such cost as is so allocated.

(iii) Worker's Compensation and Employers' Liability Insurance.

a) Worker's Compensation and Employers' Liability Insurance shall be in such amounts as from time to time are carried by prudent owners of comparable office or comparable buildings in the City of New York; provided, however, that in no event shall such insurances be in the amount of less than $1,000,000.

b) The policy shall provide that the acts of any insured party shall not invalidate the policy as against any other insured party or otherwise adversely affect the rights of any other insured party under the policy.

c) The costs of such insurance coverage shall be equitably allocated among the Building Owners, and each Building Owner shall pay such portion of such cost as is so allocated.

(B) The Office Building Owner and the East Tower Building Owner are responsible to obtain and keep an additional liability insurance required under Article 4(a) of an agreement dated May 10, 1962 and approved by the Board of Estimate of the City of New York, as amended by instrument dated December 17, 1964 and approved by said Board of Estimate that same day (as referenced in the Reciprocal Agreement under Article 17.2). The Office Building Owner and the East Tower Building Owner are each

required, within five (5) days of written notice given by the other, to effect such liability insurance or provide proof of same, pursuant to the Reciprocal Agreement.

Section 5.19 *Alterations, Additions, or Improvements to the Structure.*

(A) Pursuant to the Reciprocal Agreement, Sponsor and/or the Condominium Board shall not make any alterations which will diminish the benefits afforded a Tower Building Owner by easement, or interrupt a Tower Building Owner's use of an easement afforded it, without such affected Tower Building Owner's consent. In the event that Sponsor and/or the Condominium Board wish to perform an alteration that may affect a Tower Building Owner's easement rights, the Sponsor and/or Condominium Board shall give such affected Tower Building Owner a copy of the plans showing the proposed alterations insofar as such alterations will relocate or affect such easement. If, within 30 days of delivery of the plans, the affected Tower Building Owner fails to deliver notice stating that such alteration violates the provisions of the Reciprocal Agreement, then such Tower Building Owner shall have waived its right to object.

(B) Alterations shall be made in a manner as to minimize any noise or vibration which would disturb an occupant of the Tower Buildings. Except in an emergency, no alterations shall be made after 8 p.m. of any day and before 8 a.m. of the following day if such alteration would to any degree create noise or vibration which would disturb a residential occupant of a Tower Building.

(C) Construction or improvements to the enclosed, outdoor space located on the ground floor in the center of the Office Building ("Court Area") is subject to certain restrictions set forth in Section 2.6 of the Reciprocal Agreement for so long as the Court Area is visible from one or more of the lobbies of the Tower Buildings.

## ARTICLE 6

## COMMON CHARGES

Section 6.1 *Determination of Common Expenses and Fixing of Common Charges.*

(A) From time to time, but not less frequently than once a year, the Condominium Board shall: (i) prepare and adopt a budget for the Condominium, subject, in all respects, to the strictures set forth in Section 2.5 hereof; (ii) determine the aggregate amount of Common Charges necessary to be charged to the Unit Owners in order to meet the Common Expenses; and (iii) allocate and assess such Common Charges amongst the Unit Owners in accordance with allocations set forth in the First Year's Budget. The Condominium Board shall advise all Unit Owners promptly thereafter in writing of the amount of Common Charges payable by each of them, not later than 10 days prior to the date upon which the first installment of newly-determined Common Charges is due, shall furnish copies of the budget (in a reasonably itemized form) upon which such Common Charges are based to all Unit Owners and to their respective Permitted Mortgagees whenever requested in writing by such Permitted Mortgagees. The Condominium Board may, subject to paragraph (E) of this Section 6.1, at its sole discretion, from time to time increase or decrease the amount of Common Charges allocated to the Units and payable by the Unit Owners and may modify its prior determination of the Common Expenses for any fiscal year so as to increase or decrease the amount of Common Charges payable for such fiscal year or portion thereof; however, no such revised determination of Common Expenses shall have a retroactive effect on the amount of Common Charges payable by Unit Owners for any period prior to the date of such new determination. Notwithstanding the foregoing, however, the Condominium Board shall not reduce the Common Charges payable during any fiscal year occurring within the Initial Control Period solely as a result of either reducing the number of employees of the Condominium below the number employed (or anticipated in the First Year's Budget) for the Property on the date of recording the Declaration except with 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

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 and Special Assessments assessed by the Condominium Board pursuant to the terms of Section 6.1 hereof at such time or times (but not less than annually) as the Condominium Board shall determine. Unless otherwise determined by the Condominium Board, Common Charges shall be payable in installments on the first day of every month in advance. To the extent permitted by Law, the Condominium Board shall have a lien on each Unit, on behalf of all Unit Owners, for unpaid Common Charges and Special Assessments assessed against such Unit. Such lien, however, shall be subordinate, to the extent required by Law, to any liens for real estate taxes assessed against such Unit and any sums unpaid on a Permitted Mortgage recorded against the Unit.

(B) Notwithstanding anything to the contrary contained in paragraph (A) above, during the Initial Control Period, the Condominium Board, in its sole discretion, shall have the right to waive all Unit Owners' obligations to pay Common Charges from and after the First Closing for a period to be determined by the Condominium Board, provided during such period, the basic operating costs of the Condominium (exclusive of reserves) are paid by Sponsor. Upon commencement of the collection of Common Charges from all Unit Owners, no assessment will be imposed for any item set forth in the approved budget for the Condominium. The Condominium Board shall remain obligated to update the budget in accordance with Law.

(C) No Unit Owner shall be liable for the payment of any part of the Common Charges and any Special Assessments assessed against the Unit subsequent to a sale, transfer, or other conveyance by Unit Owner of such Unit, together with its Appurtenant Interests, made in compliance with the terms of Article 7 hereof. A purchaser or other successor-in-title to the owner of a Unit shall be liable for the payment of all Common Charges and any Special Assessments accrued and unpaid against such Unit prior to such purchaser's acquisition thereof, except that, to the extent permitted by Law, a Permitted Mortgagee acquiring title to a mortgaged Unit or a purchaser at a mortgage foreclosure sale held with respect to a Permitted Mortgage shall not be liable, and such mortgaged Unit shall not be subject to a lien, for the payment of any Common Charges and Special Assessments assessed subsequent to the recording of such Permitted Mortgage and prior to the acquisition of title to such Unit by the Permitted Mortgagee or by such purchaser. However, in the event of a foreclosure of a Permitted Mortgage (whether by sale, deed in lieu of foreclosure, or otherwise), the defaulting Unit Owner shall remain fully liable for the payment of all unpaid Common Charges and Special Assessments that accrued prior to such foreclosure or sale. Any excess proceeds from such foreclosure or sale shall be paid directly to the Condominium Board in payment of all unpaid Common Charges and Special Assessments. In the case of an Office Unit, any remaining unpaid Common Charges and Special Assessments that are not collected from such foreclosure sale or from the defaulting Office Unit Owner shall be deemed an Office Common Expense, collectible from all those who are Office Unit Owners at the time the same is levied. In the case of the Retail Units and the Garage Unit, any remaining unpaid Common Charges and Special Assessments that are not collected from such foreclosure or sale or from the defaulting Retail Unit Owners or Garage Unit Owner (as the case may be) shall be deemed a Common Expense, collectible from all those who are Unit Owners at the time that the same is levied.

(D) Subject to the terms and conditions contained in these By-laws, any Unit Owner may convey the Unit, together with its Appurtenant Interests, to the Condominium Board or to its designee, corporate or otherwise, on behalf of all Unit Owners, without being compensated therefor, and, in such event, be exempt from the payment of Common Charges and Special Assessments thereafter accruing, provided, however, that: (i) all Common Charges and any Special Assessments then due and payable with respect to such Unit have been paid; (ii) such Unit is free and clear of all liens and encumbrances other than a Permitted Mortgage and the statutory lien for unpaid Common Charges and Special Assessments; and (iii) no violation of any provision of the Condominium Documents then exists with respect to such Unit. However, in no event shall Sponsor be permitted to convey any Unsold Unit to the Condominium Board and thereby exempt

itself from Common Charges and any Special Assessments attributable to such Unit thereafter accruing unless the aggregate Office Common Interests then appertaining to the Unsold Units constitute 15% or less of the total Office Common Interests then appertaining to all Office Units, at least five years shall have elapsed from the date of the First Closing and, at the time of conveyance, Sponsor shall pay to the Condominium Board an amount equal to the product of the then current monthly Common Charges for the Unsold Unit(s) being conveyed multiplied by 24.

(E) No Unit Owner shall be exempted from liability for the payment of Common Charges or Special Assessments by waiving the use or enjoyment of any or all of the Common Elements or by abandoning the Unit (except with respect to a conveyance of the same to the Condominium Board, without compensation, pursuant to the terms of paragraph (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 or Special Assessments payable thereby for any inconvenience or discomfort arising from: (i) the failure or interruption of any utility or other services; (ii) the making of repairs or improvements to the Common Elements or any Unit (including, without limitation, such Unit) pursuant to the terms of Section 5.1, 5.2, or 5.3 hereof; or (iii) any action taken by the Condominium Board or the officers of the Condominium to comply with Law.

Section 6.3 *Statement of Common Charges.* The Condominium Board shall promptly provide a written statement of unpaid Common Charges due from any Unit Owner upon its receipt of a written request therefor from such Unit Owner.

Section 6.4 *Intentionally Omitted.*

Section 6.5 *Default in Payment of Common Charges.*

(A) The Condominium Board shall take prompt action to collect any Common Charges due to the Condominium Board that remain unpaid for more than 10 days after the due date for the payment thereof, including, but not limited to the imposition of late charges, notice fees and the institution of such actions for the recovery of interest and expenses as provided in this Article 6. All costs and expenses incurred by the Condominium Board (including attorneys' fees) as a result of its attempt to collect unpaid Common Charges and/or Special Assessments shall be borne by the Unit Owner and shall constitute Common Charges payable by such Unit Owner. In connection therewith, the Condominium Board shall have the right and obligation to cause liens for all sums due and owing to the Condominium Board to be filed in the Register's Office pursuant to the terms of Section 339-z of the Condominium Act, to cause such liens to be foreclosed in the manner provided in Section 339-aa of the Condominium Act and/or to institute all other proceedings deemed necessary or desirable by the Condominium Board to recover all such unpaid Common Charges, together with all additional sums of money collectible by the Condominium Board by reason of such nonpayment pursuant to the terms of paragraph (B) hereof. A suit to recover a money judgment for unpaid Common Charges, however, shall be maintainable without foreclosing or waiving the lien securing such charges.

(B) In the event that any Unit Owner shall fail to make prompt payment of Common Charges, such Unit Owner shall be obligated to pay: (i) interest thereon at the rate of 1.5% per month of such unpaid amounts (less any late "charges" theretofore collected), to be computed from the due date thereof until paid in full, together with all costs and expenses paid or incurred by the Condominium Board, the Managing Agent, or the manager (if any) in connection with collecting such unpaid Common Charges with interest as aforesaid and/or in foreclosing the aforementioned lien, including, without limitation, attorneys' fees and disbursements and court costs; and (ii) a late charge of $150 per month for Common Charges which remain unpaid for more than 10 days after the date when due, plus all expenses of collection including but not limited to attorneys' 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

Section 7.2 *No Severance of Ownership.* No Unit Owner shall execute any deed or other instrument conveying title to its 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 7.2, however, shall prohibit the lease of any Unit without the simultaneous lease of its Appurtenant Interests.

Section 7.3 *Payment of Common Charges and Fees.* No Unit Owner shall be permitted to convey or lease its Unit unless the Unit Owner shall have (i) 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 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 of a Unit, a sale may take place notwithstanding the foregoing.

Section 7.4 *Power of Attorney.* At the time of acquiring title to a Unit and as a condition thereof, the new Unit Owner shall duly execute, acknowledge and deliver to the representative of the title insurance company (or, if no such representative is present, to the Condominium Board) for recording in the Register's Office (at such Unit Owner's sole cost and expense), the Unit Owner's Power of Attorney required in Article 14 of the Declaration, in the form set forth as Exhibit E to the Declaration.

Section 7.5 *Gifts and Devises, Etc..* Any Unit Owner shall be free to convey or transfer the Unit, together with its Appurtenant Interests, by gift, or to devise the same by will or to have the same pass by intestacy, without restriction, provided, however, that each succeeding Unit Owner shall be bound by, and the Unit shall be subject to, the provisions of this Article 7.

Section 7.6 *Costs and Expenses.* All costs and expenses incurred by the Condominium Board, including, without limitation, attorneys' fees and disbursements paid or incurred by the Condominium Board or by its Managing Agent in connection with any action taken by the Condominium Board with regard a violation of this Article 7, shall be borne by the defaulting Unit Owner as an Additional Common Charge.

Section 7.7 *Estoppel Certificate.* Upon the written request of a Unit Owner, the Condominium Board shall deliver to such Unit Owner or any designee a statement ("Estoppel Certificate") indicating that such Unit Owner is current in its 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 Unit.

Section 7.8 *Resale Fee.*

(A) Each Office Unit Owner who acquired an Office Unit from Sponsor ("Sponsor Sale") and subsequently enters into an agreement, written or oral ("Resale Agreement") to sell such Office Unit prior to the first anniversary of the Closing of the Sponsor Sale ("Resale") shall be obligated to pay Sponsor a portion of the proceeds of the Resale ("Resale Fee"). Such Office Unit Owner will be required to send Sponsor a copy of the Resale Agreement within 10 days after entering into the Resale Agreement. The Resale Fee paid to Sponsor at the closing of the Resale shall be equal to 50% of the "Gross Profit," i.e. the

who satisfies a mortgage covering its Unit shall so notify the Condominium Board and shall file a conformed copy of the satisfaction of mortgage with the Condominium Board. The Secretary of the Condominium shall maintain such information in a book entitled "Mortgages of Units." The terms and conditions contained in this Section 8.1, however, shall not apply to Sponsor, the Retail Unit Owners, or the Garage Unit Owner.

Section 8.2 *Restrictions on Mortgaging*

(A) No Unit Owner shall be permitted to mortgage, pledge, or hypothecate its Unit unless and until such Unit Owner shall have paid in full to the Condominium Board all unpaid Common Charges and Special Assessments theretofore assessed against such Unit and shall have satisfied all unpaid liens, except the liens of Permitted Mortgages levied against such Unit.

(B) No Unit Owner shall execute any mortgage or other document mortgaging, pledging, or hypothecating title to the Unit without including therein its Appurtenant Interests, it being the intention to prevent any severance of such combined ownership. Any mortgage or other instrument purporting to affect one or more of such interests without including all such interests shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein.

(C) Any mortgage covering a Unit shall be substantially in the form used by any Institutional Lender.

(D) Any mortgage covering a Unit shall be held by an Institutional Lender or by a Unit Owner providing purchase money financing in connection with the sale of the Unit.

Section 8.3 *Notice of Unpaid Common Charges and Default.* 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 the Permitted Mortgagee, if so requested. However, the Condominium Board shall have no liability for any failure, through oversight or negligence, in notifying a Permitted Mortgagee of any default by the mortgagor under the Condominium Documents, provided that (i) the Condominium Board shall advise such Permitted Mortgagee of the default promptly after discovering such failure and (ii) if the Condominium Board shall foreclose a lien on such mortgagor's Unit pursuant to the terms of Section 6.5 hereof by reason of such default, the Condominium Board shall pay 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 such Unit Owner's Permitted Mortgagee, and the Condominium Board shall accept such Permitted Mortgagee's payment or performance with the same force and effect as if the same were paid or performed by such Unit Owner.

Section 8.5 *Examination of Books.* Each Permitted Mortgagee shall be permitted to examine the books of account of the Condominium at reasonable times on business days, but not more frequently than once a month.

Section 8.6 *Consent of Mortgagees; Designation of Mortgage Representatives.*

sums payable by a Unit Owner to the Condominium Board pursuant to the terms of this Section 9.4 shall, for all purposes hereunder, constitute Common Charges payable by such Unit Owner.

## ARTICLE 10

## ARBITRATION

Section 10.1 *Procedure.* Any matter required or permitted to be determined by arbitration pursuant to the terms of the Condominium Documents shall be submitted for resolution by a single arbitrator in a proceeding held in the City of New York in accordance with the then existing rules of the American Arbitration Association or any successor organization thereto. In the event that the American Arbitration Association shall not then be in existence and has no successor organization, any such arbitration shall be held in the City of New York before 1 arbitrator appointed, upon the application of any party, by any Justice of the highest court of appellate jurisdiction then located in the City of New York. The decision of the arbitrator so chosen shall be given within 10 days after selection or appointment. Any arbitrator appointed or selected in connection with any arbitration to be conducted hereunder shall be a member of a law firm having at least 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 Section 10.1 hereof with respect to the arbitration of such dispute or may agree to resolve their dispute in any manner, including, without limitation, the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as "New York Simplified Procedure for Court Determination of Disputes."

Section 10.3 *Binding Effect.* The decision in any arbitration conducted pursuant to the terms of Section 10.1 and 10.2 hereof shall be binding upon all of the parties thereto and may be entered in any court of appropriate jurisdiction.

Section 10.4 *Costs and Expenses.*

(A) The fees, costs and expenses of the arbitrator shall be borne by the losing party in the arbitration or, if the position of neither party to the dispute shall be substantially upheld by the arbitrator, such fees, costs and expenses shall be borne equally by the disputants. Each disputant shall also bear the fees and expenses of disputant's counsel and expert witnesses.

(B) All costs and expenses paid or incurred by the Condominium Board in connection with any arbitration held hereunder, including, without limitation, the fees and expenses of counsel and expert witnesses, shall constitute General Common Expenses, to be borne by all Unit Owners, if such arbitration relates to the Units, generally, or to the General Common Elements, and shall constitute Office Common Expenses, to be borne by all Office Unit Owners if such arbitration relates solely to the Office Units or the Office Common Elements.

Section 10.5 *Disputes with the Tower Building Owners.* Any disputes that shall arise between the Condominium Board and either/both of the Tower Building Owners shall be resolved in accordance with the provisions of the Reciprocal Agreement. If, pursuant to the Reciprocal Agreement, such dispute is to be settled by arbitration, then the dispute shall be arbitrated pursuant to Article XII of the Reciprocal Agreement.

least 66 2/3% in number and Common Interest of all Unit Owners; and (ii) Office Common Elements or all Office Unit Owners may be added to, amended, modified or deleted by affirmative vote of at least 66 2/3% in number and Office Common Interest of all Office Unit Owners, either taken at a duly constituted meeting thereof or given in writing without a meeting as provided in Section 4.10 hereof. Each duly adopted amendment, modification, addition, or deletion hereof or hereto shall be effectuated in an instrument executed and recorded in the Register's Office by or on behalf of the Condominium Board as attorney-in-fact of all Unit Owners, which power-of-attorney shall be deemed irrevocable and coupled with an interest. Attached to each such instrument shall be an original, executed Secretary's Certification, certifying that the requisite number and percentage (where applicable) of Unit Owners 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 number and 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 Office Common Interest, if any, appurtenant to any Unit, as set forth in the Declaration, shall not be altered without the consent of the Unit Owner thereof, except as otherwise provided in paragraph (F) of Section 5.5 hereof; and

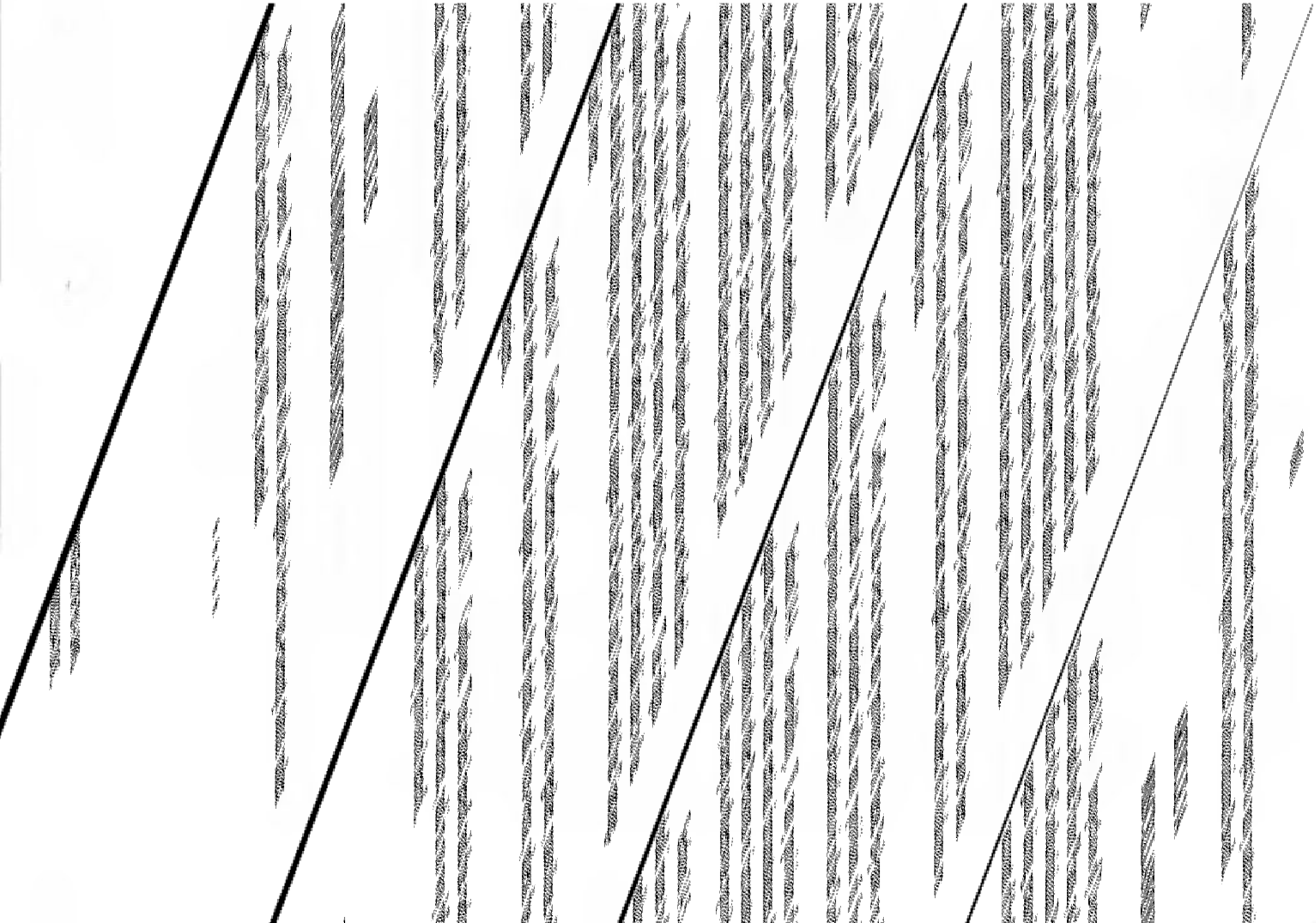
(ii) the terms of Section 5.7 hereof may not be amended, modified, added to, or deleted unless not less than 80% in number and aggregate Common Interests of all Unit Owners affected thereby shall approve such amendment, modification, addition or deletion in writing.

Section 12.2 *Special Amendments.*

(A) Any amendment, modification, addition, or deletion of or to any of the provisions of these By-laws that, pursuant to the terms of the Declaration or these By-laws, may be effected by Sponsor, the Retail Unit Owners, and the Garage Unit Owner without the consent of the Condominium Board or the Office Unit Owners, shall be embodied in an instrument executed and recorded in the Register's Office by Sponsor, the Retail Unit Owners, or the Garage Unit Owner, as the case may be, as attorney-in-fact of both the Condominium Board and all Unit Owners, which power-of-attorney shall be deemed to be irrevocable and coupled with an interest. Attached to each such instrument shall be an original, executed Certification by Sponsor, the Retail Unit Owners, or the Garage Unit Owner certifying that the amendment, modification, addition, or deletion set forth therein was effectuated by Sponsor, the Retail Unit Owners, or the Garage Unit Owner 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, the Retail Unit Owners, or the Garage Unit Owner, unless and until Sponsor, the Retail Unit Owners, or the Garage Unit Owner shall consent to the same in writing.

(C) Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition, or deletion of or to Section 5.4 or 5.5, paragraph (B) or paragraph (C) of Section 6.2, subparagraph (iv) or (v) of paragraph (B) of Section 7.5 or Article 8 shall be effective with respect to the holder of any Permitted Mortgage theretofore made unless and until such Permitted Mortgagee shall have given its written consent thereto. In addition, no amendment to the Condominium Documents which would



10. The Condominium Board or the Managing Agent may, from time to time, curtail or relocate any portion of the Common Elements devoted to storage or service purposes in the Office Building.

11. Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance of the Office Building, or the contents thereof. No Unit Owner shall permit anything to be done or kept in the Unit or in the Common Elements that will result in the cancellation of insurance on the Office Building, or the contents thereof, or that would be in violation of any Law. No Unit Owner or any agents, servants, employees, licensees, or visitors shall, at any time, bring into or keep in the Unit any inflammable, combustible, or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of the Unit.

12. There shall be no barbecuing in the Units or in the Common Elements.

13. No Unit Owner shall make, cause, or permit any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from their Unit or permit anything to be done in their Unit that will interfere with the rights, comforts, or conveniences of the other Unit Owners.

14. No pets or animals of any kind, with the exception of service animals, may be kept in the Office Building. No pigeons or other birds or animals shall be fed from the window sills, or other public portions of the Office Building, or on the sidewalk or street adjacent to the Office Building.

15. No group tour, open house or exhibition of any Unit or its contents shall be conducted, nor shall any auction sale be held in any Unit, without the consent of the Condominium Board or the Managing Agent in each instance.

16. No awnings, air conditioning equipment or ventilators shall be installed or modified in the Office Building by any Unit Owner without prior approval of the Condominium Board.

17. No radio or television aerial or satellite dish or other similar device shall be attached to or hung from the exterior of the Office Building or the roof and no sign, notice, advertisement, or illumination (including, without limitation, "For Sale," "For Lease," or "For Rent" signs) shall be inscribed or exposed on or at any window or other part of the Office Building by Unit Owners (excluding Sponsor), 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 the Managing Agent. Nothing shall be projected from any window of a Unit without similar approval.

18. All radio, television, or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment.

19. Water closets and other water apparatus in the Office 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 Unit shall be repaired and paid for by the owner of the Unit.

20. Each Unit Owner shall keep the Unit in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the By-laws.

21. The access doors located in various portions of the ceiling of the Units shall not be obstructed in any manner which would prevent access to the ceiling hung units located within such ceilings.

**EXHIBIT E**

**TO THE DECLARATION**

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**UNIT POWER OF ATTORNEY**

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**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 the 866 United Nations Plaza Condominium ("Condominium") and by the street number 866 United Nations Plaza, New York, New York 10017 under Article 9-B of the Real Property Law of the State of New York, dated [DECLARATION DATE], and 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"), or (b) in the By-Laws of 866 United Nations Plaza 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.

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 1360 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 Unit Owners for the reduction of the assessed valuation of their Units, such 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 Unit, together with its Appurtenant Interests whose owner desires to sell, convey, transfer, assign, lease, sublease or surrender the same or acquire any 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 Unit Owners;

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

(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 Units.

The acts of a majority of such persons constituting the Condominium Board shall constitute the acts of said attorneys-in-fact.

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 1360 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 866 UN Plaza Property

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 Units and/or the reapportionment of the Common Interests of the affected Unsold 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 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 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; (ii) Sponsor has completed all of its obligations under the terms of the Offering Plan; and

(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)**

**EXHIBIT F**

**TO THE DECLARATION**

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**FLOOR PLANS REFLECTING EASEMENT AREAS**

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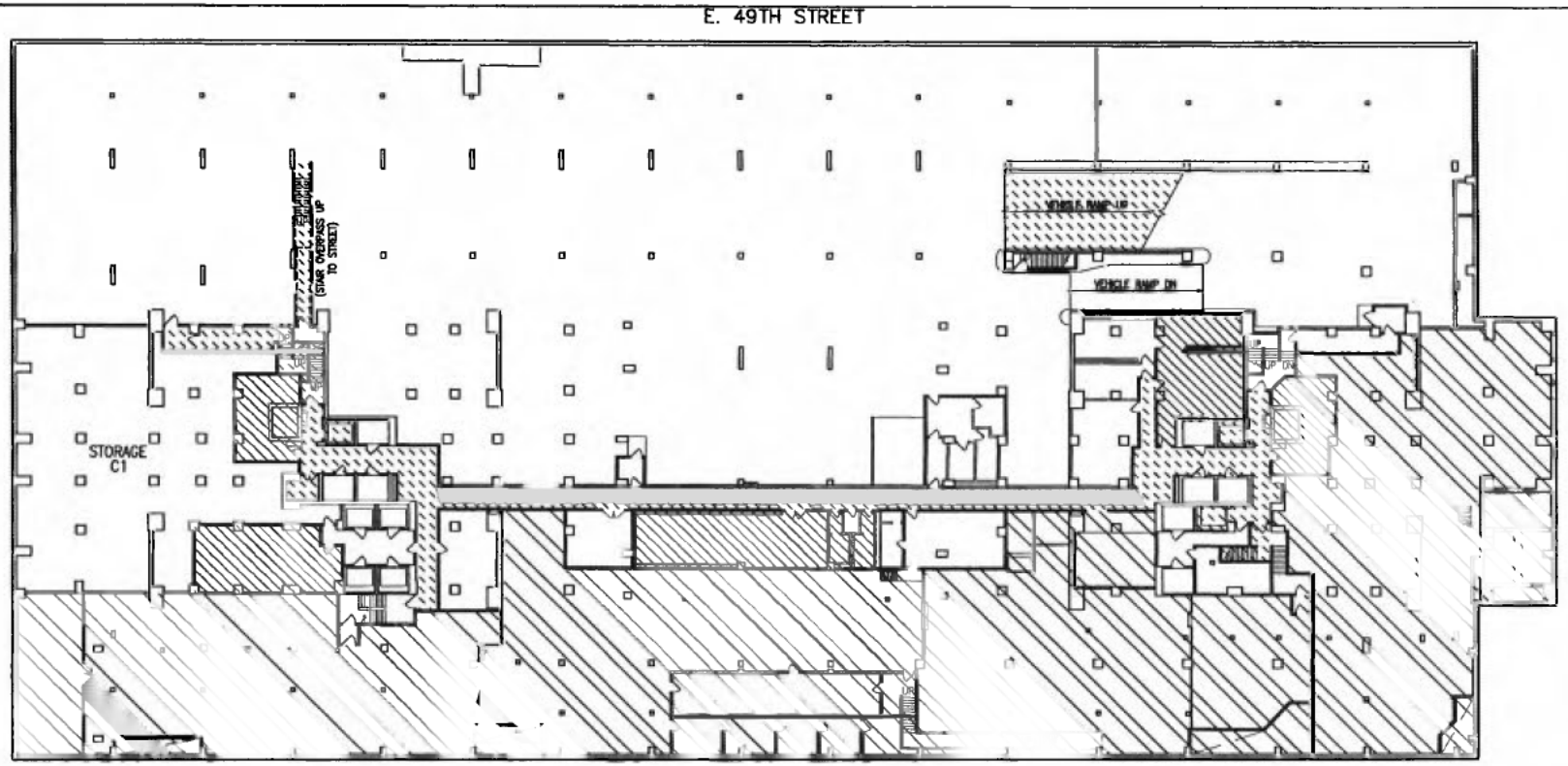


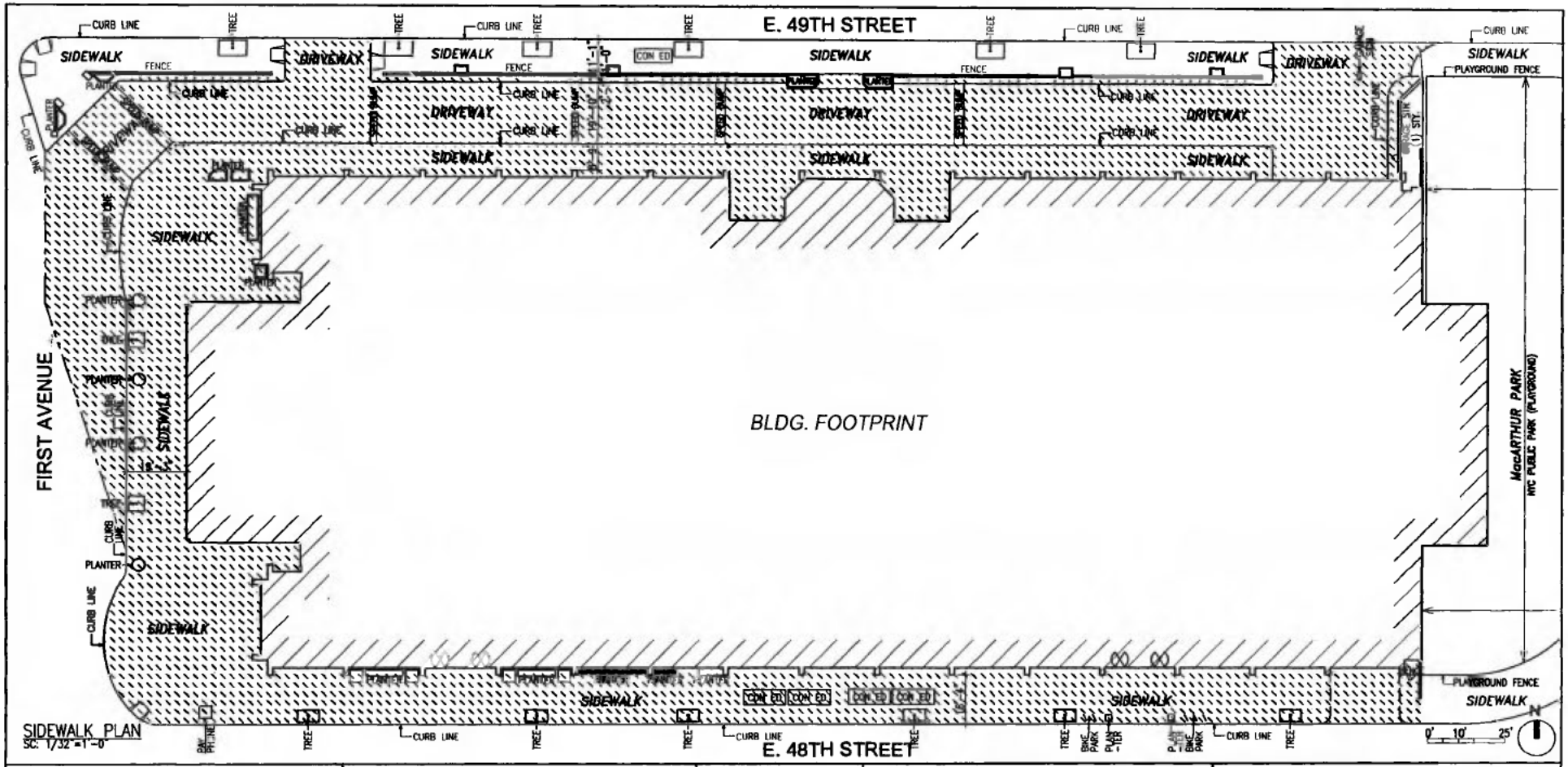

CELLAR PLAN
SC: 1/32"=1'-0"

DIMENSIONS INDICATED ON FLOOR PLANS ARE APPROXIMATE

EASEMENT AREAS PRIMARILY SERVICING TOWER BUILDING(S)

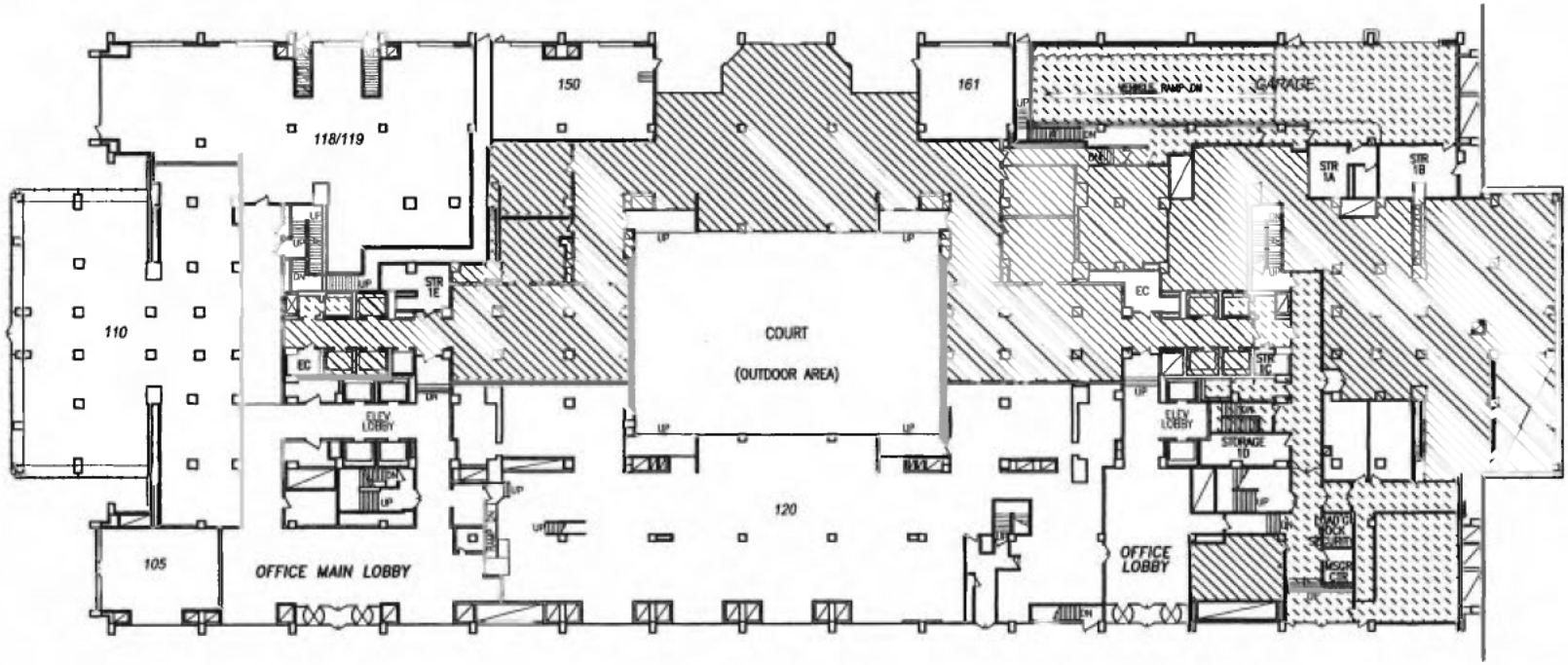
EASEMENT AREAS SERVICING BOTH OFFICE BUILDING AND TOWER BUILDING(S)

EASEMENT AREAS SO LONG AS AREAS ALSO SERVICE TOWER BUILDING(S) PURSUANT TO RECIPROCAL AGREEMENT SECTION 1.5




DIMENSIONS INDICATED ON FLOOR PLANS ARE APPROXIMATE

EASEMENT AREAS SERVICING BOTH OFFICE BUILDING AND TOWER BUILDING(S)



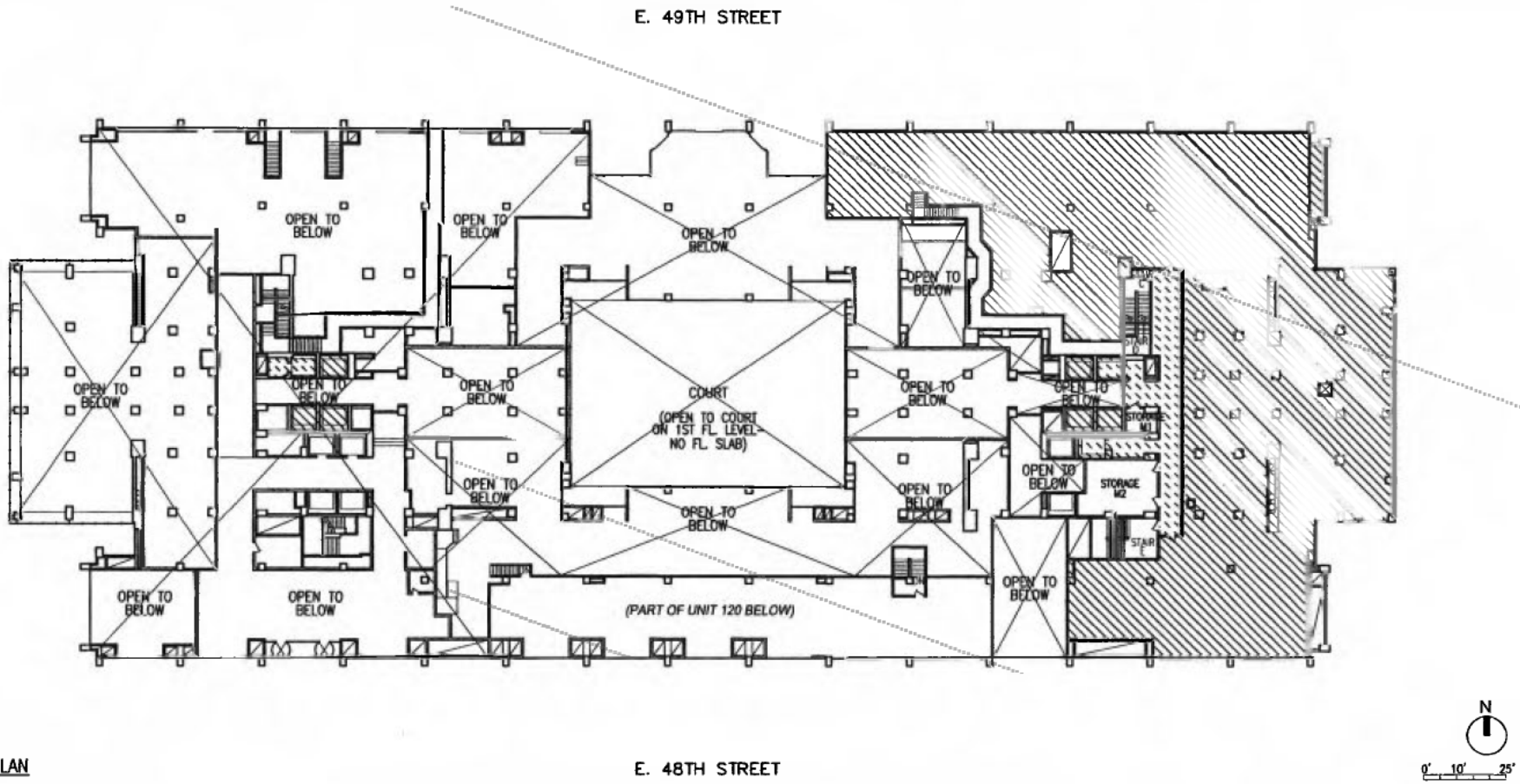

1ST FL. PLAN
SC: 1/32"=1'-0"

DIMENSIONS INDICATED ON FLOOR PLANS ARE APPROXIMATE

EASEMENT AREAS PRIMARILY SERVICING TOWER BUILDING(S)

EASEMENT AREAS SERVICING BOTH OFFICE BUILDING AND TOWER BUILDING(S)

EASEMENT AREAS SO LONG AS AREAS ALSO SERVICE TOWER BUILDING(S) PURSUANT TO RECIPROCAL AGREEMENT SECTION 1.5

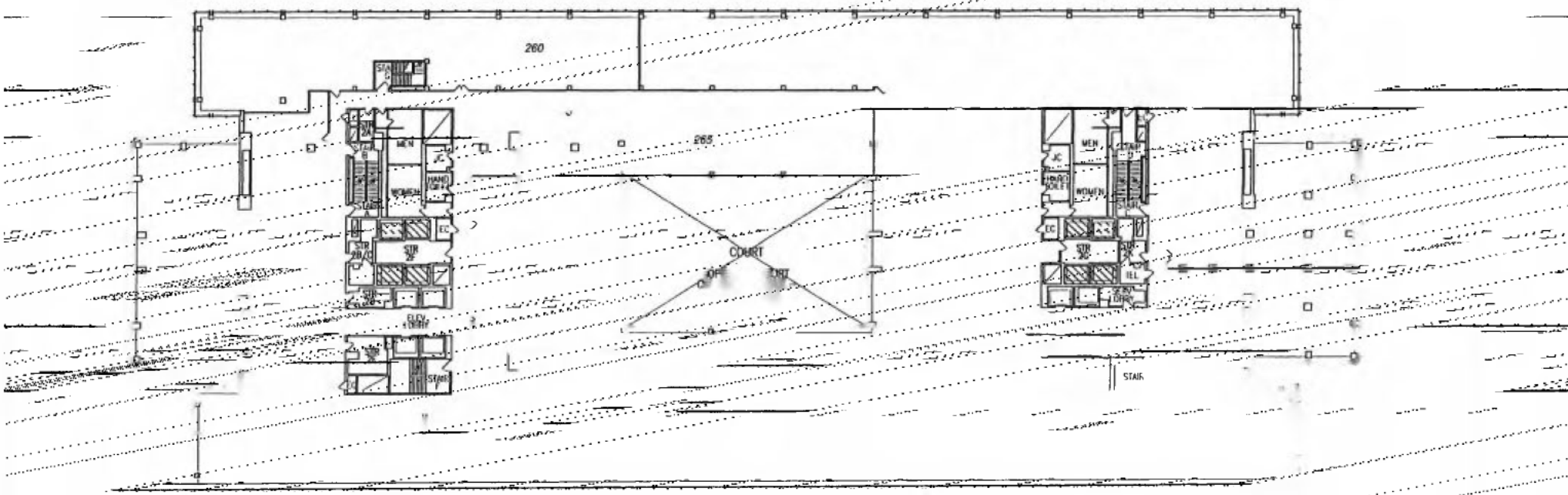



MEZZ. FL. PLAN
SC: 1/32"=1'-0"

DIMENSIONS INDICATED ON FLOOR PLANS ARE APPROXIMATE

EASEMENT AREAS PRIMARILY SERVICING TOWER BUILDING(S)

EASEMENT AREAS SERVICING BOTH OFFICE BUILDING AND TOWER BUILDING(S)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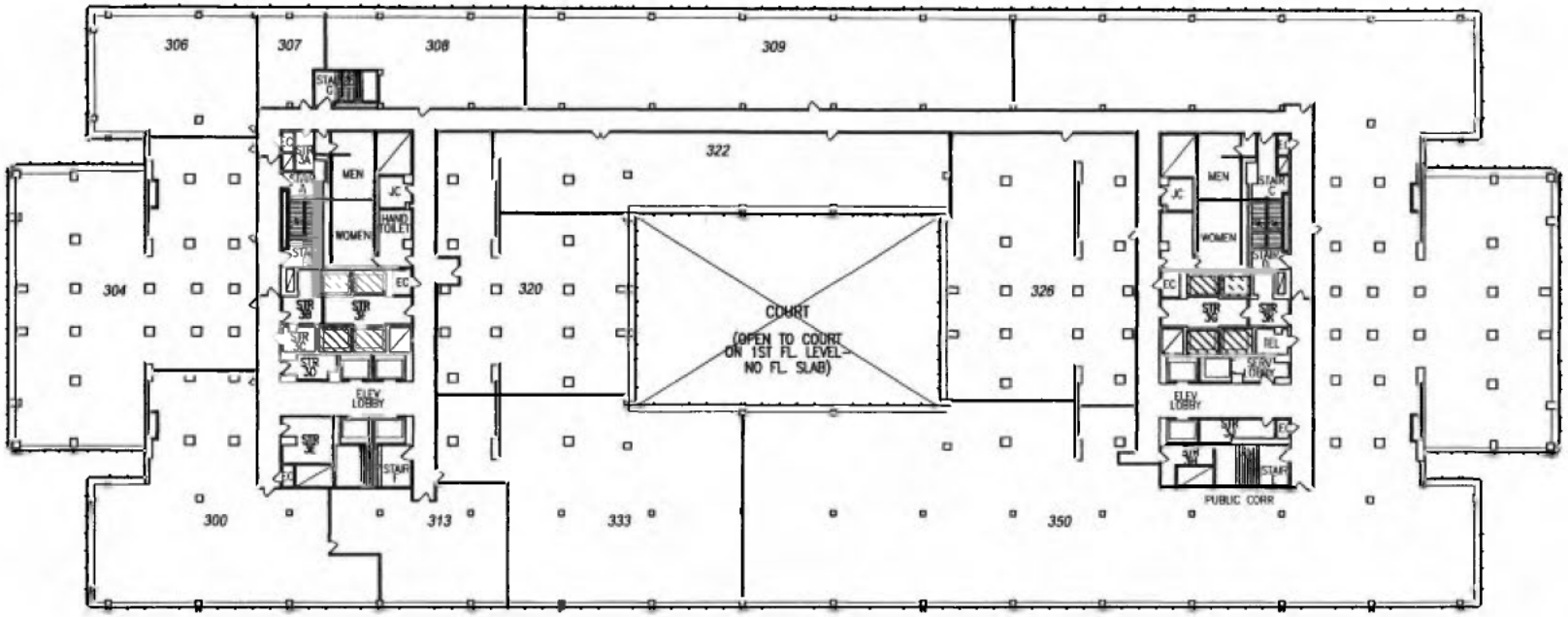


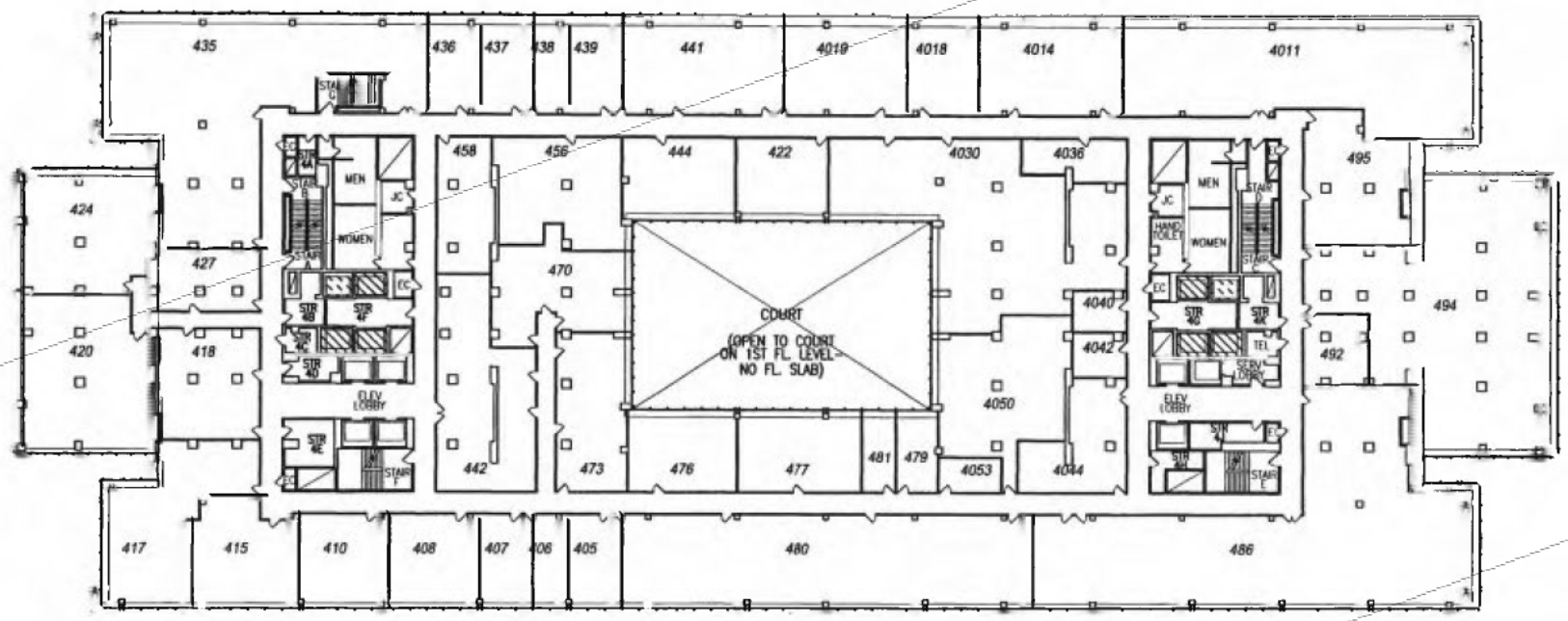

3RD FL. PLAN
SC: 1/32 =1'-0

DIMENSIONS INDICATED ON FLOOR PLANS ARE APPROXIMATE

EASEMENT AREAS PRIMARILY SERVICING TOWER BUILDING(S)

EASEMENT AREAS SERVICING BOTH OFFICE BUILDING AND TOWER BUILDING(S)

E. 49TH STREET




4TH FL. PLAN
SC: 1/32"=1'-0"

E. 48TH STREET

N

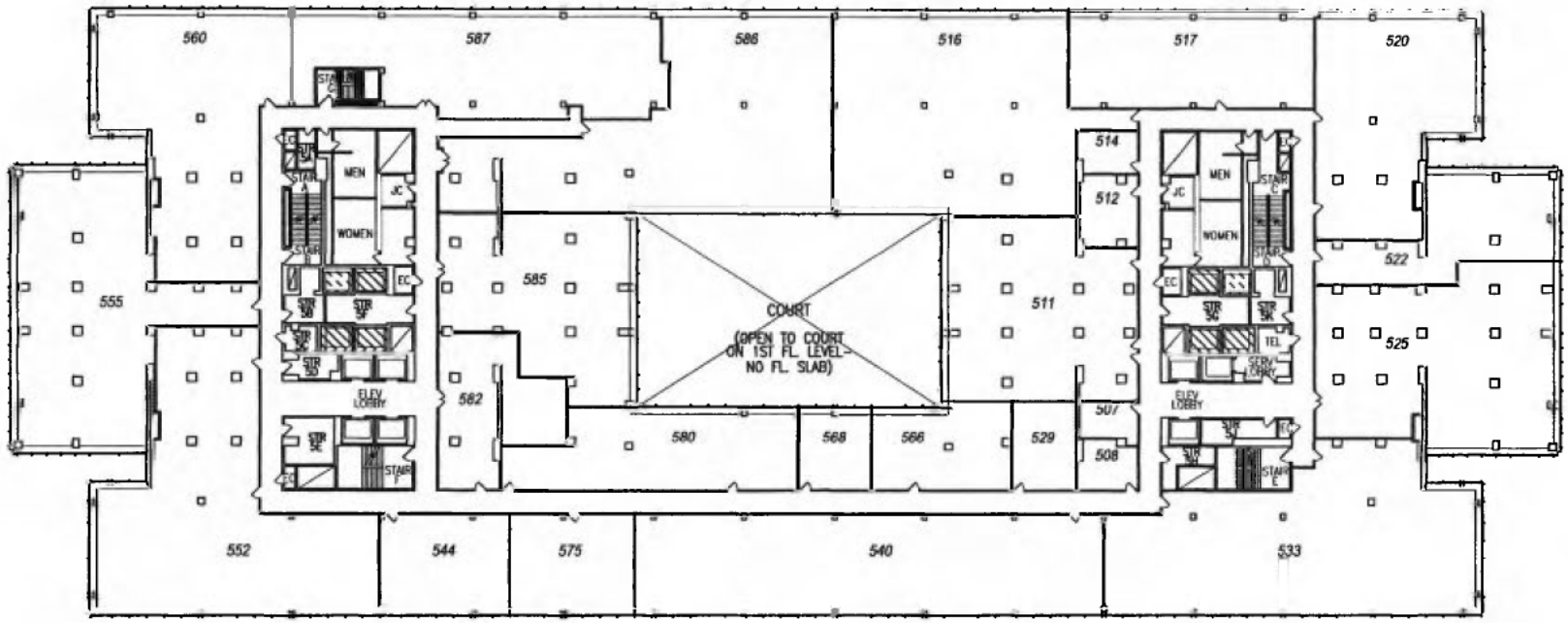
0' 10' 25'

DIMENSIONS INDICATED ON FLOOR PLANS ARE APPROXIMATE

EASEMENT AREAS PRIMARILY SERVICING TOWER BUILDING(S)

EASEMENT AREAS SERVICING BOTH OFFICE BUILDING AND TOWER BUILDING(S)

E. 49TH STREET




5TH FL. PLAN
SC: 1/32"=1'-0"

E. 48TH STREET

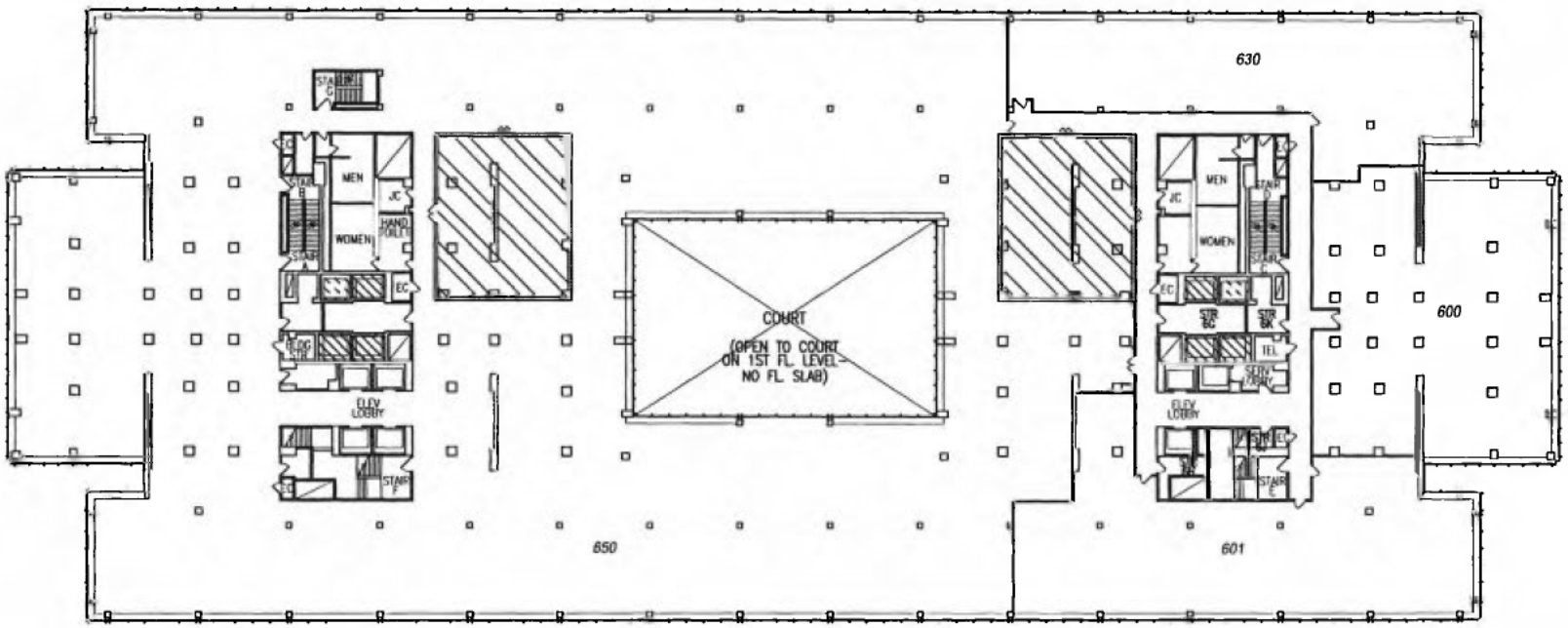
N

0' 10' 25'

DIMENSIONS INDICATED ON FLOOR PLANS ARE APPROXIMATE

EASEMENT AREAS PRIMARILY SERVICING TOWER BUILDING(S)

EASEMENT AREAS SERVICING BOTH OFFICE BUILDING AND TOWER BUILDING(S)



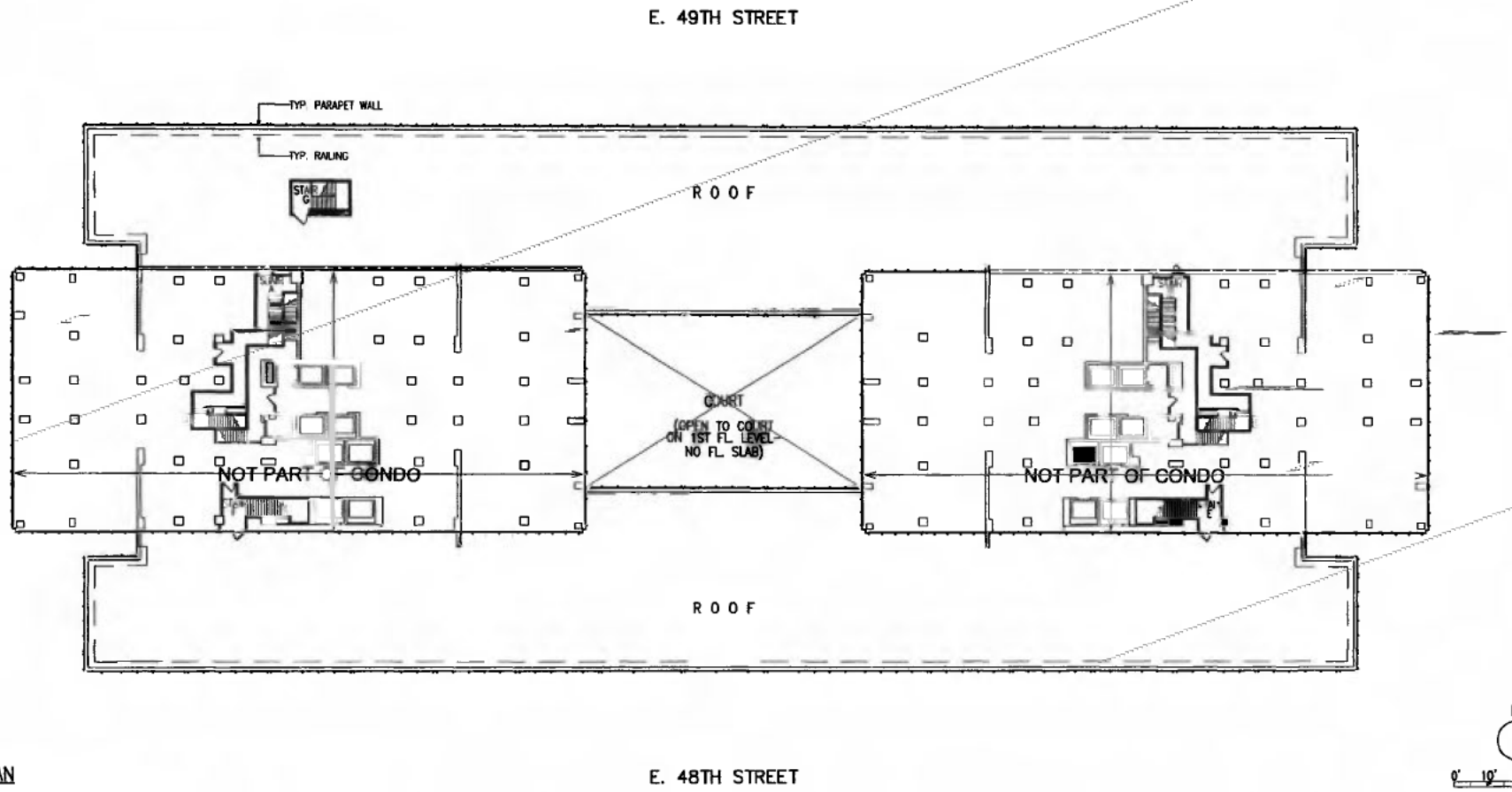

6TH FL. PLAN
SC: 1/32"=1'-0"

DIMENSIONS INDICATED ON FLOOR PLANS ARE APPROXIMATE

EASEMENT AREAS PRIMARILY SERVICING TOWER BUILDING(S)

EASEMENT AREAS SERVICING BOTH OFFICE BUILDING AND TOWER BUILDING(S)

EASEMENT AREAS SO LONG AS AREAS ALSO SERVICE TOWER BUILDING(S) PURSUANT TO RECIPROCAL AGREEMENT SECTION 1.5




7TH FL. PLAN
SC: 1/32"=1'-0"

DIMENSIONS INDICATED ON FLOOR PLANS ARE APPROXIMATE

700

# 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** PROFORMA

| **Title Number** | **Policy Date** | **Amount of Insurance** |
|---|---|---|
| NLT-24902-NY-14 | | $0.00 |

1. **Name of Insured:** TBD

2. **The estate or interest in the land which is covered by this policy is:** Fee Simple

3. **Title to the estate or interest in the land is vested by:**

   866 UN Plaza Property LLC who acquired title by deed from 866 UN Plaza Fee LLC dated 5/16/2014 and recorded 6/2/2014 in CRFN 2014000187128

4. **The land referred to in this Policy is described herein on Schedule A Description of Premises.**

   **For Information: Premises known as:** 866 United Nations Plaza, New York, NY
   **Block 1360 Lot 1**

**Authorized Signatory**

## *Stewart Title Insurance Company*

**SCHEDULE A**
**DESCRIPTION OF PREMISES**

**Title No.** NLT-24902-NY-14
**Policy No.** PROFORMA

The Condominium Unit known as Unit No. _____(hereinafter called "the Unit") in the building known as 866 United Nations Plaza Condominium and by the street number 866 United Nations Plaza, Borough of Manhattan, County, City and State of New York ("Office Building"), said Unit referred to in the declaration establishing the 866 United Nations Plaza Condominium (hereinafter called the "Condominium"), made by the 866 UN Plaza Property LLC (the "Grantor") under the Condominium Act of the State of New York (Article 9-B of the Real Property Law of the State of New York), dated _____ and recorded in the Office of the Register of the City of New York, County of New York ("Register's Office") on the _____ day of _____, 2014 in CRFN 2014_____ (hereinafter called the "Declaration"), and designated as Tax Lot Number ____ in Block Number 1360 on the New York City Land and Tax Map and known as condominium number _____ and on the Floor Plans of the Office Building, certified by Peter F. Farinella Architect, P.C. and filed in the Register's Office on _____ as CRFN_____.

Together with a _____% interest in the common elements appurtenant to the Unit as set forth in the Declaration.

The real property on which the condominium unit is located is more particularly described as follows:

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County of New York and State of New York, being more particularly described as follows:

BEGINNING at the corner formed by the intersection of the easterly side of United Nations Plaza and the southerly side of East 49th Street;

RUNNING THENCE easterly along the southerly side of East 49th Street, 444 feet;

THENCE southerly at right angle to said last mentioned course, 74 feet 4 3/8 inches;

THENCE easterly at right angle to said last mentioned course, 21 feet 4 ¼ inches;

THENCE southerly at right angle to said last mentioned course, 79 feet 9 3/8 inches;

THENCE westerly at right angle to said last mentioned course, 21 feet 4 ¼ inches;

THENCE southerly at a right angle to said last mentioned course, 46 feet 8 ¼ inches to the northerly side of East 48th Street;

THENCE westerly along the northerly side of East 48th Street, 404 feet to the corner formed by the intersection of the northerly side of East 48th Street and the easterly side of United Nations Plaza;

THENCE northwesterly along the easterly side of United Nations Plaza, 131 feet 8 5/8 inches to a point on the easterly side of United Nations Plaza;

THENCE northerly along the easterly side of United Nations Plaza, 75 feet 4 inches to the point or place of BEGINNING.

TOGETHER with the beneficial easements set forth in deeds made by Anthony J. Faranda to Murray Cohen dated 12/30/1963 and recorded 12/31/1963 in Liber 5260 Cp. 168 and by Anthony J. Faranda to Robert C. Erickson, dated 12/30/1963 and recorded 12/31/1963 in Liber 5260 Cp. 186.

## *Stewart Title Insurance Company*

TOGETHER with the beneficial easements set forth in Reciprocal Agreement made by and between The Equitable Life Assurance Society of the United States, a New York corporation, Alcoa Plaza Associates, Anthony J. Faranda, 860 West Tower, Inc., Robert C. Erickson and 870 East Tower, Inc., dated 11/4/1966 and recorded 11/4/1966 in Record Liber 119 Page 221.

TOGETHER with all right title and interest in the "Estate on Limitation in the Existing Improvements" as conveyed to 866 U.N. Plaza Associates by deed dated June 1, 1978, recorded June 6, 1978 in Reel 440 page 1632.

TOGETHER with all of the right, title, interest and possibility of reverter of 866 U.N. Plaza Associates in and to the Existing Improvements reserved and provided to Anthony J. Faranda by the terms of that certain deed dated December 30, 1963 and recorded December 31, 1963 in Liber 5260 Cp. 203, conveyed to 866 U.N. Plaza Associates by deed dated September 2, 1987 recorded September 10, 1987 in Reel 1286 page 2199.

TOGETHER with the rights granted in Revocable Consent Agreement made by and between New York City Department of Transportation and 866 UN Plaza Associates LLC dated 2/11/2009 and recorded 3/23/2009 in CRFN2009000083233.

EXCEPTING THEREFROM, HOWEVER:

1) The Estate in fee simple absolute in and to that certain portion of said real property which was heretofore conveyed by Anthony J. Faranda to Murray Cohen by deed dated 12/30/1963 and recorded 12/31/1963 in Liber 5260 Cp. 168 together with and subject to the easements, reservations and covenants set forth therein (which said portion of said property is called the "West Tower Fee").

2) The Estate in fee simple absolute in and to that certain portion of said real property which was heretofore conveyed by Anthony J. Faranda to Robert C. Erickson by deed dated 12/30/1963 and recorded 12/31/1963 in Liber 5260 Cp. 186 together with and subject to the easements, reservations and covenants set forth therein (which said portion of said real property is called the "East Tower Fee").

**SCHEDULE A**
**A.L.T.A 2006 OWNERS POLICY**

## *Stewart Title Insurance Company*

f) Easement Agreement dated 12/28/1965 and recorded 1/28/1966 in Record Liber 13, Page 109.

g) Revocable Consent Agreement made by New York City Department of Transportation Division of Franchises, Concessions and Consents, acting through the Commissioner of Transportation dated 1/23/2009 and recorded 3/23/2009 in CRFN 2009000083233.

**SCHEDULE B**
**A.L.T.A 2006 OWNERS POLICY**

## *Stewart Title Insurance Company*

## *STANDARD NEW YORK ENDORSEMENT*
## *(Owner's Policy)*

**Title No** NLT-24902-NY-14

**Attached to and made a part of Policy No.** PROFORMA

1. The following is added as a Covered Risk:

   "11. Any statutory lien arising under Article 2 of the New York Lien Law for services, labor or materials furnished prior to the date hereof, and which has now gained or which may hereafter gain priority over the estate or interest of the insured as shown in Schedule A of this policy."

2. Exclusion Number 5 is deleted, and the following is substituted:

   5. Any lien on the Title for real estate taxes, assessments, water charges or sewer rents imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as Shown 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:** **Stewart Title Insurance Company**

By_____
Authorized Signatory

# ATTORNEY'S INCOME TAX OPINION

Since the Association will not qualify as a tax exempt organization pursuant to Code Section 528, the present state of the law is uncertain as to the tax treatment of any income of the Association in excess of appropriate deductions and credits. Tax authorities may take the position that the Association is a separate taxable entity and that some or all of its 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. The tax treatment of the Association may be affected by certain United States Treasury Department regulations relating to entity classification.[1]

To the extent it is subject to any Income Taxes, the Association's taxable income would consist of the portion of the Common Charges that is deemed to constitute gross income plus any income earned from other sources (such as from interim investment of funds by the Association), reduced by the current deductible expenses paid or incurred by or through the Association Board. If excess Common Charges are distributed to the Unit Owners during the year, the Association should have no taxable income attributable to such overassessments. However, to the extent the Association receives and retains excess Common Charges over which the Association Board retains discretion, or receives other amounts such as investment income on interim investment of funds, the Association may have taxable income giving rise to liability for Income Taxes. It should be noted that if the Association is required to pay any Income Taxes, and the Association Board makes an additional assessment in order to pay the tax liability, the additional amount collected through such assessment may itself constitute taxable income to the Association.

This opinion deals only with the specific tax matters discussed above, which do not necessarily comprise all tax matters which may be significant to purchasers of Units. We express no views as to any federal, New York State or New York City tax consequences other than as explicitly discussed in this opinion or as to the tax status or tax consequences of the Plan under the laws of any foreign jurisdiction. Accordingly, it is recommended that each prospective purchaser of a Unit consult with his own tax advisor concerning the federal, New York State, and New York City tax consequences of the purchase and ownership of a Unit.

This opinion is based solely on the facts and documents referred to above. No warranties are made that the tax laws upon which counsel bases this opinion will not change. In no event will the Sponsor, counsel to Sponsor, special tax counsel to the Sponsor, the Association, or any other person be liable if, by reason of future changes in fact or applicable law, regulations, decisional law, or Internal Revenue Service rulings, the tax consequences described previously should change.

ALL UNIT OWNERS, POTENTIAL UNIT OWNERS AND THE CONDOMINIUM ARE HEREBY INFORMED THAT (I) ANY TAX ADVICE CONTAINED IN THIS OPINION IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE

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[1] To remove doubt in the area, the Association may be able to elect to be treated as a corporation for federal income tax purposes if it files Form 8832 with the IRS within 75 days of its formation.

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.

Sincerely yours,

Olshan Frome Wolosky LLP

OLSHAN FROME WOLOSKY LLP

## REAL ESTATE TAX PROJECTION OPINION

**Allocation of Assessed Value**

| Component | Tax Year | Estimated Actual Total Assessment | Transitional Total Assessment | Interest in Common Elements |
|---|---|---|---|---|
| Office Unit | 2015/16 | $46,519,623 | $40,964,758 | 88.5668% |
| Retail Unit | 2015/16 | $ 2,288,090 | $ 2,014,871 | 4.3562% |
| Garage Unit | 2015/16 | $ 3,717,187 | $ 3,273,321 | 7.0770% |

| Component | Tax Year | Estimated Actual Total Assessment | Transitional Total Assessment | Interest in Common Elements |
|---|---|---|---|---|
| Office Unit | 2016/17 | $46,519,623 | $42,950,417 | 88.5668% |
| Retail Unit | 2016/17 | $ 2,288,090 | $ 2,112,537 | 4.3562% |
| Garage Unit | 2016/17 | $ 3,717,187 | $ 3,431,987 | 7.0770% |

**Estimated Real Estate Taxes for the First Year of Condominium Operation**

For the first year of condominium operation, covering the period from October 1, 2015 through September 30, 2016, we have projected the real estate taxes for the condominium project based upon the projected 2015/16 Assessment and the 2016/17 projected assessed value. Thus, for the first year of condominium operation covering the period from October 1, 2015 through September 30, 2016, the estimated real estate tax liability will be as follows:

**Office Condominium**

Estimated taxes for the first year of condominium operation October 1, 2015 through September 30, 2016:

October 1, 2015 through June 30, 2016 (9 months of tax year 2015/16)
$40,964,758 x 10.323%/ 12 x 9 = $3,171,594

July 1, 2016 through September 30, 2016 (3 months of tax year 2016/17)
$42,950,407 x 10.323%/ 12 x 3= $1,108,443

**For the first year of operation for the office condominium unit the estimated total taxes due is $4,280,037.**

No representation is made that the current policies and practices of the DOF will apply at the time the building is converted. You should be aware that the laws, regulations, policies and practices of the DOF upon which this opinion is predicated may in the future be revised in a manner adverse to your interests, or that there may be an adverse interpretation of the law or regulations by one or more agencies of the City of New York, or courts of competent jurisdiction.

This letter was prepared at the sponsor's request. The figures set forth herein are approximations derived from material submitted by the sponsor and are subject to variation. No government agency has passed upon these figures or estimates contained in the Offering Plan, and we offer no warranties on real estate taxes for any period.

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

Very truly yours,

Marcus & Pollack LLP

Marcus & Pollack LLP

MP/sm

**FORM W-8**
**(CERTIFICATION OF FOREIGN STATUS)**

## Part I

## Part II

## Part III

**FORM W-9**
**(REQUEST FOR TAXPAYER IDENTIFICATION NUMBER)**

## Part I

## Part II

# ESCROW AGREEMENT

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 Escrow Account. ESCROW AGENT'S fees and disbursements shall neither be paid by SPONSOR from the Deposit nor deducted from the Deposit by any financial institution under any circumstance.

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 costs, claims, expenses and damages 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, reasonable disbursements and reasonable attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by ESCROW AGENT to itself.

13. ENTIRE AGREEMENT.

This Agreement, read together with GBL Sections 352-e(2-b) and 352-h and the Attorney General's regulations, constitutes the entire agreement between the parties with respect to the subject matter hereof.

* * * * *

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

**ESCROW AGENT:**

STARR ASSOCIATES LLP

By: Allan Starr
Name: Allan Starr
Title: Partner

**SPONSOR:**

866 UN Plaza Property LLC

By: _____
Name: Jeffrey M. Kaplan
Title: Authorized Signatory

## CERTIFICATION OF SPONSOR AND PRINCIPALS

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:**

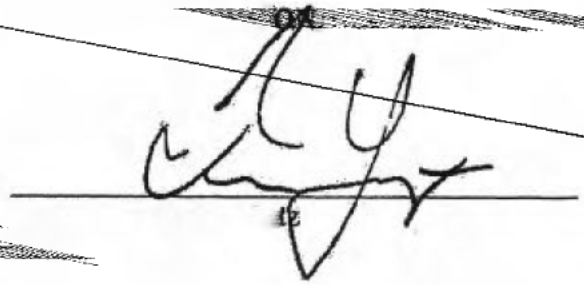
866 UN Plaza Property LLC

By: _____
Name: Jeffrey M. Kaplan
Title: President

**PRINCIPALS OF SPONSOR:**

[see annexed pages]

Jeffrey
Pohn E.



**PRINCIPALS OF SPONSOR:**

By: J. Andrew McDaniel
Title: Principal

**ACKNOWLEDGMENT**

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

On the 8th day of December in the year 2014 before me, the undersigned, a notary public in and for said state, personally appeared J. Andrew McDaniel, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

ANDREW L. TILL
Notary Public, State of New York
Registration #01TI6077946
Qualified in New York County
Commission Expires July 22, 2018

## CERTIFICATION OF ENGINEER

(d) did not have knowledge concerning the representation or statement made.

I further certify that we are not owned or controlled by and have no beneficial interest in the sponsor and that our compensation for preparing this Report is not contingent on the conversion of the property to a condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.

RAND ENGINEERING & ARCHITECTURE, DPC

By: _____
Name: Jamey R. Ehrman, PE
Title: Senior Engineer

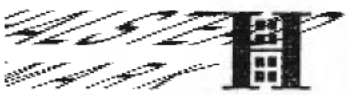
STATE OF NEW YORK
JAMEY R. EHRMAN
No. 085082
LICENSED PROFESSIONAL ENGINEER

Sworn to before me this
9 day of December, 2014

_____
Notary Public

PAUL GRISSETT
Notary Public, State of New York
No. 01GR6073650
Qualified in New York County
Commission Expires April 29, 2018

## CERTIFICATION OF BUDGET EXPERT



HALSTEAD
PENMARK

(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

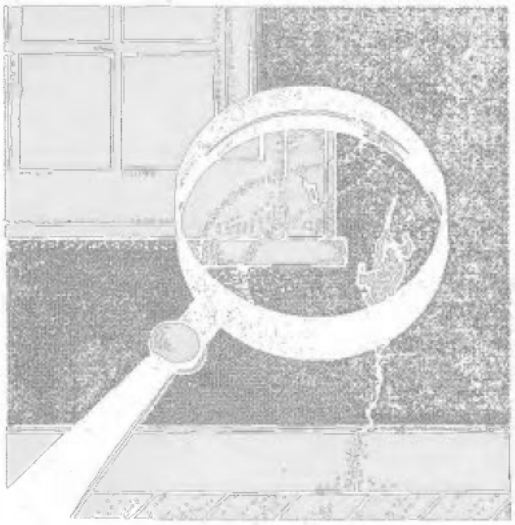
By: _____
Leslie Bogen Winkler
Senior Vice President

Sworn to before me this
1 day of December, 2014

_____
Notary Public
NATALIA PERNIBAU
NOTARY PUBLIC, STATE OF NEW YORK
NO. 486263
CERTIFICATE FILED IN NEW YORK COUNTY
COMMISSION EXPIRES SEPTEMBER 11, 2018

## REAL PROPERTY LAW SECTION 339-kk

# PROTECTING YOUR FAMILY FROM LEAD IN YOUR HOME



# Protect Your Family From Lead In Your Home

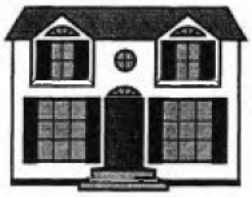
United States Environmental Protection Agency

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

# Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



**OWNERS, BUYERS, and RENTERS** are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:

**LANDLORDS** have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.

**SELLERS** have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.

**RENOVATORS** disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

# IMPORTANT!

## Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

**FACT:** Lead exposure can harm young children and babies even before they are born.

**FACT:** Even children who seem healthy can have high levels of lead in their bodies.

**FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.

**FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.

**FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

# Lead Gets in the Body in Many Ways

**Childhood lead poisoning remains a major environmental health problem in the U.S.**

**Even children who appear healthy can have dangerous levels of lead in their bodies.**

**People can get lead in their body if they:**

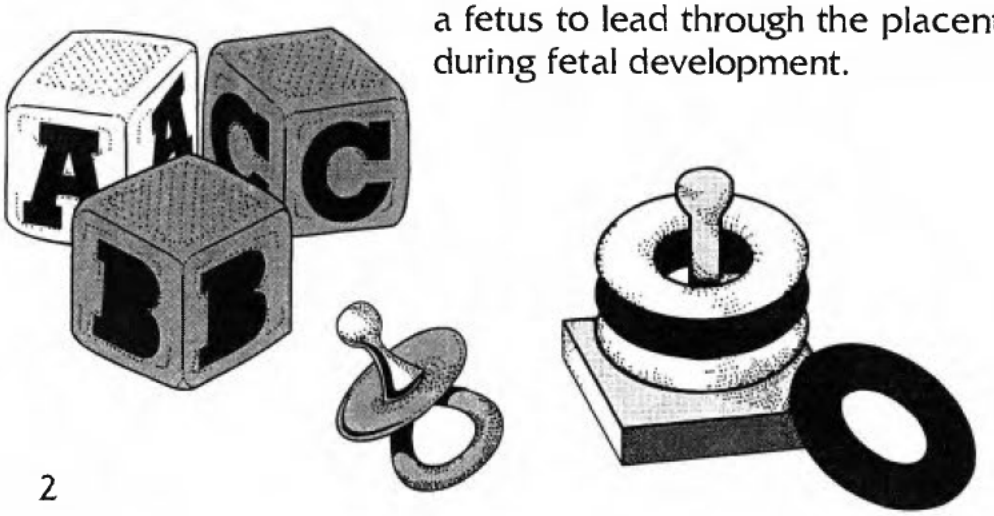
- Breathe in lead dust (especially during renovations that disturb painted surfaces).
- Put their hands or other objects covered with lead dust in their mouths.
- Eat paint chips or soil that contains lead.

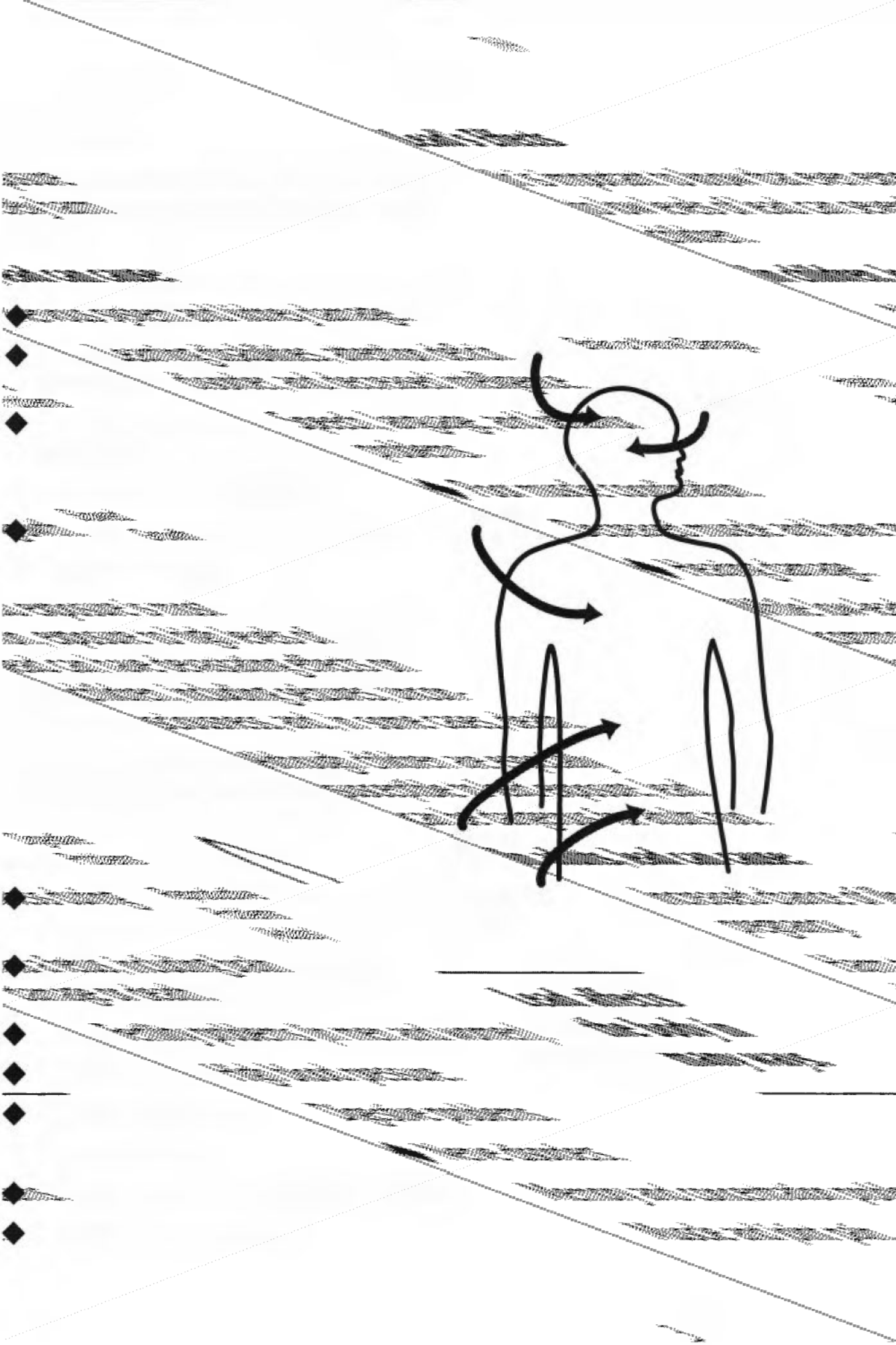
**Lead is even more dangerous to children under the age of 6:**

- At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

**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.





## 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.

Inspection Checklist

# 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.

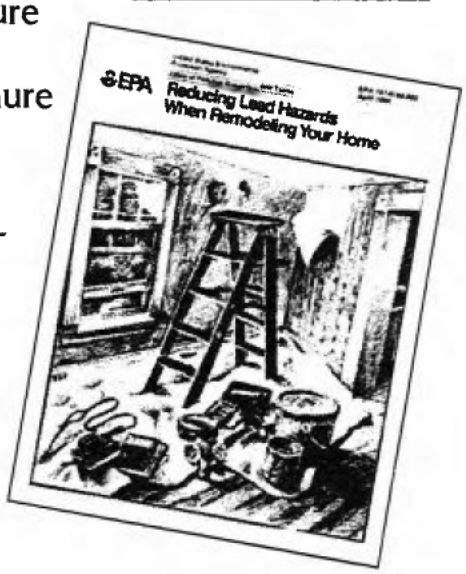
Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

# 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):

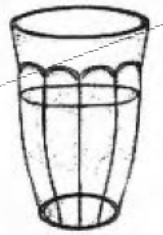
- **Have the area tested for lead-based paint.**
- **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- **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.**



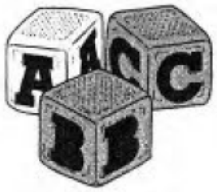

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.

# 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

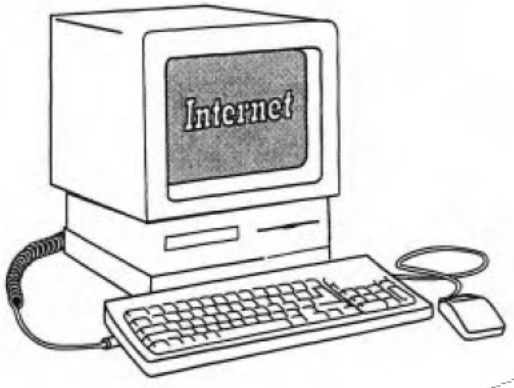
**The National Lead Information Center**

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.

# 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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