CD140339

CONDOMINIUM OFFERING PLAN

FOR

118 EAST 59TH STREET CONDOMINIUM

Located At

118 East 59th Street
New York, New York 10022
County of New York

29 RESIDENTIAL UNITS	$225,850,000
1 COMMERCIAL UNIT	$ 38,000,000
TOTAL PURCHASE PRICE	$263,850,000

Name and Address of Sponsor:
118 EAST 59TH STREET REALTY LLC
175 East Shore Road
Great Neck, New York 11023

Name and Address of Selling Agent:
BROWN HARRIS STEVENS DEVELOPMENT MARKETING, LLC
445 Park Avenue
New York, New York 10022

Date of Acceptance for Filing: 10-15

This Offering Plan May Not Be Used After _____ Unless Extended By Amendment.

SEE PAGE (v) FOR SPECIAL RISKS TO PURCHASERS

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

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

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SPECIAL RISKS

1. Sponsor Control of Board of Managers. Upon the earlier of (i) the closing of title to Units whose aggregate Common Interest exceeds fifty percent (50%) or (ii) two (2) years from the closing of title of the first Residential Unit hereunder ("First Unit Closing") , Sponsor, including any designee thereof, will relinquish control of the Board of Managers if it has such control and will not elect all of its nominees for positions on the Board of Managers, even though the total percentage of Common Interest may otherwise enable it to do so. Accordingly, it is possible that Sponsor and/or its designee(s) may control the Board of Managers for as long as two (2) years from the First Unit Closing. See Part I, Section XVII "Control by Sponsor", for further discussion.

2. Restrictions on Board of Managers. As long as the Sponsor or any Sponsor-Designee shall continue to own a Unit, but in no event for a period in excess of five (5) years from the First Unit Closing, the Board of Managers may not, without the Sponsor's or Sponsor-Designee's prior written consent, (i) make any addition, alteration or improvements to the Common Elements or (ii) assess any Common Charge (as defined in Part I, Section II for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund, except that Sponsor will consent to replacements to the contingency funds provided for in Schedule B of the Offering Plan for the Property to the extent that the aggregate amount of such fund does not exceed four percent (4.00%) of the budgeted expenses of the Condominium or (iii) borrow money on behalf of the Condominium (except where necessary to perform work required by law and existing reserves are insufficient to pay for same). See Part I, Section XIX, "Rights and Obligations of Unit Owners and Board of Managers", for further discussion.

3. Time of the Essence. If a Purchaser defaults under his Purchase Agreement, Sponsor shall notify Purchaser in writing of such default and advise Purchaser that he has thirty (30) calendar days to cure such default. Time is of the essence for the Purchaser to cure any default under the Purchase Agreement within such thirty (30) calendar day period. "Time is of the essence" means that if the default is not timely cured the Sponsor may (but is not obligated to) elect to cancel the Purchase Agreement. In such event the downpayment, any accrued interest thereon, and any other amounts paid by the Purchaser shall be paid to Sponsor as and for liquidated damages and thereafter the Purchase Agreement shall become null and void. The Purchase Agreement is set forth in full in Part II, Section A of the Offering Plan.

4. Payment of Transfer Taxes. Pursuant to the terms of this Offering Plan and the Purchase Agreement, the New York State Real Property Transfer Tax ("deed stamps") and the New York City Real Property Transfer tax ("NYCRPT") will be paid by the Purchaser. See Part I, Section XV of Offering Plan captioned "Unit Closing Costs and Adjustments" for calculation of these taxes.

5. No Bond for Performance of Sponsor's Obligations. No bond or other security has been furnished to secure the performance of the Sponsor's obligations. At the time the Offering Plan is accepted for filing, the Sponsor will be financially capable of performing

Sponsor's obligations. The subsequent ability of the Sponsor to perform its obligations will depend, however, upon Sponsor's financial condition at that time. See Part I, Section XVI of the Offering Plan for further discussion in the section title "Rights and Obligations of Sponsor."

6. Purchase Not Contingent on Financing. The Purchase Agreement is not conditioned upon the Purchaser securing financing. Failure by a Purchaser to obtain his financing will not relieve a Purchaser from his obligations under his Purchase Agreement. A Purchaser who desires to finance his purchase, but who does not obtain a mortgage will still have the obligation to pay the balance of the Purchase Price when due, and failure to pay such balance will be a default under the Purchase Agreement which could result in the loss of the Purchaser's Downpayment with interest earned thereon, plus the actual cost of any special work ordered. These provisions may, however, be modified by negotiation with the Purchaser so as to make the Purchase Agreement contingent upon financing.

7. Certificate of Occupancy. A permanent or final certificate of occupancy ("FCO") for the Building may not be issued prior to the closing of the first Unit. In such event the Sponsor will hold and continue to hold all deposits, funds and other sums paid pursuant to the Purchase Agreement in escrow pursuant to General Business Law §§ 352-e(2)(b) and 352-h unless Sponsor's engineer or architect or other qualified expert certifies that a lesser amount will be reasonably necessary to complete the work needed to obtain a FCO. Any sum of money exceeding the amount certified by the Sponsor's engineer, architect, or other qualified expert will be released to the Sponsor. Upon the issuance of the FCO, such escrow deposit will be released to Sponsor without the consent of any other party. Alternatively, Sponsor may deposit with an escrow agent an unconditional, irrevocable letter of credit or post a surety bond in the amount so certified or provide other collateral acceptable to the Department of Law. Sponsor expects to obtain a FCO by December 1, 2017. Notwithstanding anything to the contrary contained herein, all deposits and funds being held or to be held in escrow may be released from escrow if such monies are used to complete the work (including but not limited to construction, applications, permits, licenses, interest, taxes, fees etc.) needed to obtain a FCO.

Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a FCO covering the entire building but with only a temporary certificate of occupancy ("TCO"), and sometimes with several successive TCO's. Certificates of occupancy are generally governed by Section 301 of the New York Multiple Dwelling Law and local building codes and rules. Both TCOs and FCOs are issued by the New York City Department of Buildings ("DOB"). A TCO is intended to indicate that the property conforms substantially to the DOB approved plans and specifications, and to the requirements of all applicable laws, rules, and regulations for the uses and occupancies specified in the TCO. No change of use or occupancy shall be made unless a new certificate of occupancy is issued. All TCOs have an expiration date. A TCO typically expires 90 days after the date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or sell units. In New York City, it is common for sponsors to commence unit closings when some or all units are covered by a TCO rather than a FCO. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the

responsibility for extending each TCO received prior to expiration thereof and ultimately for obtaining a FCO covering the entire building within two years from the date of the issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that DOB will issue the FCO within such two year period.

NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE THE FCO FOR THE ENTIRE BUILDING, AND SHALL EXERCISE BEST EFFORTS TO OBTAIN THE FCO WITHIN SUCH TWO YEAR PERIOD WHILE KEEPING THE TCO CURRENT. Unit owners and the Board of Managers shall be obligated to cooperate with and refrain from obstructing sponsor in these undertakings.

Purchasers are advised to visit the DOB website for further recommendations when purchasing a unit in a building that does not have a FCO. A Factsheet on Certificates of Occupancy is available on the DOB website at: http://www.nyc.gov/html/dob/downloads/pdf/co_factsheet.pdf

As described in greater detail in the Plan, Sponsor will maintain sufficient funds in escrow to cover the anticipated costs of obtaining a PCO. However, the TCO may lapse for reasons outside Sponsor's control. In the absence of a PCO or TCO, it is unlawful to reside in or rent a Unit and will be difficult for Owners or Purchasers to obtain financing or pass clear title.

8. Deposits over Two Hundred Fifty Thousand Dollars ($250,000.00). The Purchaser should note that deposits made by the Purchaser in excess of Two Hundred Fifty Thousand Dollars ($250,000.00) will not be federally insured in excess of Two Hundred Fifty Thousand Dollars ($250,000.00). For further details see Part I, Section XII "Procedures to Purchase".

9. Renting of Units. After consummation of the Plan (i.e., after the later to occur of the following: (i) an amendment declaring the Plan effective is accepted for filing by the Department of Law; (ii) the Declaration is duly recorded with the City Register, New York County; and (iii) the first closing of a Unit hereunder) the Sponsor is retaining the unconditional right to rent rather than sell Units. As a result, this Plan may not result in the creation of a condominium in which a majority of the Units are owned by the Owner-occupants or investors unrelated to the Sponsor. In addition, because Sponsor is not limiting the conditions under which it will rent rather than sell Units, there is no commitment to sell more Units than the fifteen percent (15%) necessary to declare the Plan effective and Owner-occupants may never gain effective control and management of the Condominium.

10. Window Guards. Each Unit Owner must notify the Managing Agent in writing when a Child or Children, under the age of eleven (11) years lives or resides (even temporarily) in the Unit. Each Residential Unit Owner shall install, at the Residential Owner's expense, the required window guards in all windows of the Unit and shall not remove them until permitted by Applicable Law in any event, without the full knowledge of the Managing Agent.

11. Square Foot Measurement of Units. Square footages indicated are calculated from dimensions which are approximate and measured. Each Residential Unit consists of the area measured horizontally from the exterior side of the exterior walls to the interior partition side of the elevator walls to the interior partition side of the elevator, stairs and refuse flue. The area of the elevator lobby, refuse closet, exterior wall of the elevator and the area of each designated Storage Unit is included in the approximate total floor area of the Residential Unit. The total square footage exceeds the usable floor and includes structural column, shear wall, mechanical pipe shaft, shaft ways, chase ways, conduits and other common elements. Each Residential Unit is also measured vertically from the top of the concrete slab to the underside of the slab above. THIS MEANS THAT THE LISTED AREAS MAY BE LARGER THAN THE ACTUAL FLOOR AREA OF THE UNITS. IN ADDITION, THE USEABLE AREA OF THE UNITS MAY BE LESS THAN SET FORTH HEREIN. The variations reflect the correction of errors in certain computations performed in connection with the preparation of the information to be included in the Plan. Sponsor has not done any work to modify the configuration of the Units which would affect the square footage thereof subsequent to the date of the Plan.

The approximate square footage of the Commercial Unit consists of the area measured horizontally from the exterior side of the exterior walls to the midpoint of the interior partition separating the Commercial Unit. The total square footage exceed the usable floor area and includes structural column, shear wall, mechanical pipes shaft, shaft ways, chase ways, conduits and other common elements.

The square foot areas determined using the methodology set forth above, and as more particularly set forth in Part I, Schedule A hereof, would be different from that derived by using an alternative methodology of measuring from interior surfaces to interior surfaces (which would yield lesser actual useable floor area for each Unit). The stated method of measurement used is applicable to the Units as described above.

Floor plans for each Unit appear as Part II of the Plan, Exhibit E.

12. Material. The Sponsor reserves the right to substitute manufacturers, materials, appliances, fixtures, fittings, finishes and equipment of equal or better quality than those set forth in this Plan.

13. Additional Downpayment. In addition to the fifteen percent (15%) Downpayment which must be paid upon execution of a Purchase Agreement, each Purchaser shall be required to pay an additional Downpayment of ten percent (10%) of the purchase price within the earlier to occur of (i) four (4) months of the execution of the Purchase Agreement or (ii) within thirty (30) calendar days of the Presentation Date of the amendment declaring the Plan effective. All Downpayment checks must be drawn on a bank in New York City which is a member of the New York Clearing House Association or be a cashier's check or unendorsed certified check drawn on a bank organized in accordance with the laws of the United States of America or any of the states thereof.

14. Unit Upgrades. Any funds paid by Purchaser in connection with agreed-upon upgrades and changes to the Unit, shall initially be placed in the master Escrow Account ("Unit Upgrade Funds"). Purchasers should note that such funds may be released

from the master Escrow Account by Escrow Agent to Sponsor to pay, or reimburse Sponsor, for such upgrades or extras. As a result, in the event Sponsor cancels the Purchase Agreement or Purchaser is entitled to rescind the Purchase Agreement in accordance with the Plan, Purchaser will not receive a refund of any of the Unit Upgrade Funds, (in which event Sponsor shall retain as liquidated damages funds in excess of the applicable Downpayments) except if Sponsor abandons or withdraws the Plan, in which case the Unit Upgrade Funds shall be returned to Purchaser. In addition, in the event any such Purchaser defaults under his or her Purchase Agreement, such Purchaser shall also be liable for the cost of restoring the Unit to its condition prior to the installation of any such upgrades and changes.

15. Default by Purchaser. If the Purchaser fails to close on the Closing Date originally specified by the Seller for any reason, other than a delay caused by the Sponsor or the Sponsor's attorney, then the Purchaser will (a) pay (in addition to all other closing costs) a late fee equal to fifteen percent (15%) per annum times the unpaid balance of the Purchase Price for each day's delay which late fee shall be calculated beginning with the date originally scheduled for the Closing up to and including the day immediately preceding the actual Closing Date, (b) reimburse Sponsor for the Unit's carrying charges (that is, Common Charges and real estate taxes) during the period of delay, and (c) pay the service fees of Sponsor's attorneys of $1,000.00 for each default letter sent to such Purchaser and $1,000.00 for each notice sent to the Purchaser to reschedule the closing. The provisions of this paragraph shall not be applicable if, through no fault of the Purchaser, the Seller postpones the Closing Date except to the extent that thereafter the Purchaser postpones the closing for any reason or is in default.

16. Commercial Unit; Special Allocation of Budget. The Commercial Unit's obligation to pay common charges is based upon its percentage of common interest in the building times the projected expenses set forth in the budget. As set forth in Schedule B, the Commercial Unit Owner is obligated to pay as part of its monthly common charges a portion of the following expenses: payroll; repairs and maintenance; service contracts; insurance; management fees; legal and audit fee; other miscellaneous expenses; and the contingency amount. The Commercial Unit Owner is not obligated to pay any part of electricity, gas and water and sewer charges since such budget line items more exclusively benefit the Residential Unit Owners, and are services which are not fairly attributable to the Commercial Units' use of the Common Elements. In accordance with Article THIRTEENTH of the Declaration and Article VI, Section 8 of the By-laws, the Board of Managers are authorized, pursuant to Real Property Law § 339-m to specially allocate various expenses among the Residential and Commercial Unit Owners to the extent various service and budget items more exclusively benefit the respective units.

17. Commercial Unit Subdivision Rights. The Sponsor and/or Owner(s) of the Commercial Unit(s) shall have the right, without the consent of the Board of Managers, other Unit Owners or the holders of mortgages on Units to subdivide the Commercial Unit in two (2) or more separate Units, provided, however that in such instance the Commercial Unit Owner shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold the Board of Managers and all other Unit Owners harmless from any liability arising therefrom. If the Commercial Unit is

subdivided into separate Units, the owners thereof shall have the right, without the consent of the Board of Managers, other Unit Owners, or the holders or mortgages on Units, to apportion among the resulting Units their appurtenant interests in the Common Elements. In no case, however, may the total of such division or consolidation of the Commercial Unit by the Sponsor or Commercial Unit Owner result in a different percentage of Common Interest as existed on the date of the recording of the Declaration for the entire Commercial Unit. See Part I, Section IX of the Plan; and Article VI, Section 8 of the By-laws.

18. Construction Financing. The Sponsor intends to finance the construction of the Building through its own capital, construction mortgage financing and/or some combination thereof. Sponsor has not yet procured a loan commitment for financing the construction of the Building. In the event Sponsor is unable to procure such equity or mortgage construction financing, Sponsor may not be able to complete construction of the Building. In the event that Sponsor does obtain construction financing the construction lender may impose additional requirements upon the Sponsor with respect to, without limitation, the following: the Sponsor's obligation to market the Units for sale, including any minimum number or percentage of Units which must be subject to a Purchase Agreement before the Plan may be declared effective; the existence of either a minimum release price set by the terms of the construction financing or a minimum payment per sale which must be made to the lender in order for the lender to release its lien from the Unit being sold; and limits or requirements imposed by the lender upon the Sponsor to rent rather than sell Units under specified market conditions. The Plan will be amended to disclose the relevant terms of the construction loan agreement when financing is obtained. Any additional requirements imposed by the construction lender, including, without limitation, any presale, minimum release price or other requirements shall not give rise to a right of rescission on the part of any Purchaser under the Plan, provided that no additional financial requirements are being imposed on such Purchasers.

19. Lot Line Windows. Several of the upper floor Units at the Property contain easterly lot line windows, as more particularly described in the Floor Plan, which are included in Part II, Exhibit E of the Plan. In the event of additional construction by the owners of the contiguous properties, the light and ventilation provided by the lot line windows may be obstructed or closed. No representation or warranty is made herein as to whether or not such construction will occur. According to the Description of Property included in Part II, Exhibit D of this Plan, such lot line windows are not essential for lawful light and air requirements and any affected rooms will continue to conform with applicable law if such lot line windows are obstructed.

20. Reservation of Air/Development Rights. Sponsor has retained and expressly reserves all excess air or developmental rights, including, without limitation, any additional development rights that may result from a change in the Zoning Resolution (collectively, the "Air Rights") otherwise appurtenant to the Property and not used in connection, with the original construction of the Property as described in this Plan. As a result, unless Air Rights are separately acquired therefor on behalf of the Condominium or a Unit Owner, as the case may be, any future expansion of the Property by the Condominium Board or of a Unit by any Unit Owner as may otherwise be permitted pursuant to applicable law may not be possible or may be limited. Further, as a

result of such reservation by Sponsor, the Sponsor may transfer or sell such Air Rights to the owner(s) of adjoining properties and in such case such properties may be increased as a result of such transfer or sale.

The Air Rights reserved by Sponsor will not be used to add additional floors to the top of the Building. Except in the case of a sale or transfer for use in connection with other properties, the reserved Air Rights will be used in the Property solely for the purpose of reconfiguring certain areas (e.g., adding mezzanine space, converting mechanical space to space used for other purposes) which, pursuant to the applicable provision of the Zoning Resolution, will require the use of Air Right in excess of those used in connection with the initial construction of the Building in accordance with the Plan. Without limitation, Sponsor expressly reserves the right to create additional Units by adding floor slabs within multi-floor or double-height Units or to increase the size of existing Units by extending partial floor slabs within double height units into full floor slabs. Floors will only be added to vacant Units. In the event Sponsor creates such additional Units, Purchasers shall have no right of rescission with respect to their Unit(s). In no event shall any material changes be made to any Unit for which a Purchase Agreement has been entered into, without the prior written consent of the Purchaser thereunder. All alterations performed by the Sponsor utilizing such Air Rights shall be in accordance with all applicable law, and the Sponsor shall obtain, at its sole cost and expense, all necessary permits and approvals. In the event such excess Air Rights are transferred to the owner(s) of adjoining properties, a Unit Owner's views and exposure to light may be affected. However, at the present time, there are no excess Air Rights appurtenant to the Property. See Part I, Section XI "Reservation of Air/Development Rights".

21. Local Law 10. Local Law 10 of 1981 requires an elevator inspection to be made by September 15th of each year by an insurance company, elevator maintenance company, elevator manufacturer or elevator inspection company, and that a report be filed with the Department of Buildings of the City of New York within ten (10) days after delivery of such report to the owner. Failure to comply will result in a civil monetary penalty levied against the owner, which is this instance would be the Condominuim. As part of the construction of the Building, Sponsor is in the process of installing new elevators. Sponsor shall not be responsible for having such inspection or report made unless Sponsor controls the Board of Managers at the time such inspection report is due. Subsequent to Sponsor relinquishing control of the Board of Managers, the Board of Managers on behalf of all the Residential Unit Owners shall be responsible for obtaining the requisite inspections for the passenger elevator and the cost of such inspections shall be a Residential Unit Common Charge.

22. Local Law 11. The high-rise facade safety statute (formerly known as Local Law 10 of 1980) (presently known as Local Law 11/98) passed by the City Council and signed by the Mayor of New York City requires professional engineers or registered architects to advise the Buildings Department of the City of New York and the owner of a property of any unsafe condition in a building's exterior walls revealed during a Local Law 11 inspection. The amendments also subject all exterior walls to be inspected; previously, only walls fronting on a street were affected by the law.

The revised law also calls for a certification by the registered professional that a wall is either safe or unsafe; the latter declaration by the professional means that an immediately hazardous condition exists and must be corrected within thirty (30) days with the option of a ninety (90) day extension upon application to the Buildings Department. A building is considered either safe with no further action necessary, or fit, but in a condition that warrants a repair and/or maintenance program. In the latter case, the condition must be corrected during the five-year period between mandatory inspections. The completed Building will require regular 5-year inspections in accordance with Local Law 11/98. The first inspection will be required five (5) years after the issuance of the first temporary certificate of occupancy for the Building. Thereafter, the Building must be inspected in accordance with NYC Local Law 11/98's five (5) year cycle.

It is a special risk of the offering that although not budgeted for the First Year of Condominium operation, the cost of any future additional inspections, if any, required by Local Law 11 and any amendments thereto, shall be a Residential Common Expense of all of the Residential Unit Owners. See the Notes to Schedule B, set forth in Part I, for further details.

23. Resale Fee. In the event any Purchaser of a Residential Unit, within the earlier of (i) one (1) year from the date of the Closing hereof or (ii) the date that the Sponsor only owns two (2) Residential Units or less Residential Units in the Property, enters into an agreement, written or oral ("Resale Agreement") to resell the Unit, Purchaser shall be obligated to pay Sponsor a resale fee ("Resale Fee") equal to twenty-five percent (25%) of the difference between: (A) the sales price of the Unit pursuant to the Resale Agreement less the following expenses actually paid for by Purchaser (to the extent applicable): (1) brokerage commissions not exceeding six percent (6%) in the aggregate; (2) transfer taxes imposed by Applicable Law; and (3) actual legal fees not exceeding Five Thousand Dollars ($5,000.00); and (B) the purchase price paid for the Unit pursuant to the Plan.

118 EAST 59th STREET CONDOMINIUM
PLAN OF CONDOMINIUM OWNERSHIP

I. Introduction

This is an Offering Plan (the "Plan") for the sale of Condominium Units (the "Units") to be known as the 118 East 59th Street Condominium located at 118 East 59th Street, New York, New York 10022 which building is to be newly constructed thereon as set forth in this Plan. The land, building and appurtenances are hereinafter sometimes referred to as the "Property," "Condominium" or the "Building".

The purpose of this Plan is set forth all the material terms of the offer. The Plan may be amended from time to time by amendment duly filed with the New York State Department of Law and served on all purchasers and on Unit Owners. The Plan, including all schedules thereto and parts A, B and C of the Exhibits constitute the entire offer of the Sponsor. The Plan, all documents referred to in the Plan and all Exhibits submitted to the Department of Law in connection with the filing of the Plan will be available for inspection by prospective purchasers ("Prospective Purchasers") and their attorneys without charge and for copying at a reasonable charge at the Sponsor's office during regular business hours. The Plan, all documents referred to in the Plan and all Exhibits submitted to the Department of Law in connection with the filing of the Plan will also be available for inspection by Prospective Purchasers and their attorneys without charge and for copying at a reasonable charge at the office of the New York State Department of Law, 120 Broadway, New York, New York 10271, during regular business hours.

The Sponsor of the Plan is 118 East 59th Street Realty LLC, a New York limited liability company, having a principal place of business at 175 East Shore Road, Great Neck, NY 11023. The Sponsor acquired the Property at a closing which took place on November 20, 2013.

The Sponsor will be offering for sale pursuant to this Plan twenty-nine (29) residential units (the "Residential Units") and one (1) commercial unit (the "Commercial Unit") in a forty (40) story building which is being newly constructed. The Residential Units and Commercial Unit are referred to together as the Units. All Units are being offered in accordance with the schedule of sales prices (Schedule A) set forth herein. These prices have been set by Sponsor and are not subject to review or approval by the Department of Law or any other governmental agency. The Condominium Units are hereinafter sometimes referred to as the "Unit", "Units, "Residential Unit", "Residential Units", "Commercial Unit" or "Commercial Unit(s)". All equipment and fixtures described in the Plan are included in the prices of the Units. The foregoing does not apply to agreed-upon upgrades and changes, which shall be installed in the individual Units at the additional cost of the respective Purchaser.

The Property, when construction is completed, will consist of forty (40) stories. However, the Property will not contain stories *designated* as the third (3rd), fourth (4th), thirteenth (13th) and fourteenth (14th) floors. As a result, for example, the floor designated as the sixth (6th) floor is actually the (physical) fourth (4th) floor, the floor designated as the thirty-fourth (34th) floor is the (physical) thirtieth (30th) floor and the floor designated as the forty-second (42nd) floor is the

(physical) thirty-eighth (38th) floor. The Description of Property set forth in Part II, Exhibit D of this Plan contains a chart setting forth the designated and actual physical floors.

Each Residential Unit will include a separate designated storage space (collectively the "Storage Units"), which are located in the sub-cellar of the Property. The requirements relative to the use and occupancy of the Storage Units are set forth in the Declaration. The Storage Units will be part of the appurtenant Residential Unit. The Storage Unit included with each Residential Unit will be designated with the same unit number as the appurtenant Residential Unit. For example, Residential Unit 10 will include Storage Unit 10. The floor plans of the individual Residential Units as well as the designated and included Storage Units are included in Part II, Exhibit E of this Plan. Each Residential Unit Owner will have the exclusive right to use and occupy his or her Storage Unit for storage of the respective Residential Unit Owner's personal items and for no other purpose. In no event shall the Storage Unit be used for the storage of any (i) animals or food, (ii) inflammable, combustible, explosive or other dangerous items or (iii) items which have an objectionable odor or which may spoil or decay. Storage Units may only be sold or leased within the context of a corresponding sale or lease of the appurtenant Residential Unit to a third-party, subject only to a right of first refusal by the Board of Managers of the Condominium covering the sale or lease of the respective Residential Unit. Individual Storage Units may only be leased on a stand-alone basis, to another Residential Unit Owner, subject only to a right of first refusal by the Board of Managers of the Condominium covering the lease of such Storage Unit. With respect to the Storage Unit, each Residential Unit Owner, at his or her sole cost and expense, shall carry and maintain comprehensive public liability insurance for the benefit of Condominium and the said Residential Unit Owner fully protecting each of them against any and all claims for death or bodily injury in respect of any one occurrence, in the amount of at least $2,000,000.00 and against claims for property damage in respect of any one occurrence in the amount of in each case of at least $1,000,000.00, which insurance shall cover the Storage Unit. The Storage Units may not be used for storage purposes until a permanent or temporary certificate of occupancy, permitting the storage uses provided for thereunder, is issued by the New York City Department of Building.

The Condominium will have the following amenities which will be available to Residential Unit Owners (hereinafter the "Residential Amenity Facility"). The Residential Amenity Facility will be located on the designated fifth (5th) and sixth (6th) floors of the Property (actually the physical third (3rd) and fourth (4th) floors) and will consist of the following amenities: the designated fifth (5th) floor will include a private dining room, gourmet catering kitchen, lounge and outdoor terrace. The private dining room may be reserved on a first-come, first-served basis; the designated sixth (6th) floor will have a fitness room, private training room and treatment room. The Residential Amenity Facility will be available to all Residential Unit Owners, occupants and tenants at no charge during such times and under such conditions as the Board of Managers may reasonably impose. Additional fees may apply for private events, as the Board of Managers may determine. In addition, the Board of Managers may adopt such requirements, including, without limitation, the obligation to obtain event insurance, as the Board of Managers in its reasonable discretion, may determine. Under the present construction schedule it is anticipated that the Residential Amenity Facility will be substantially completed and made available for use by the Residential Unit Owners by December 1, 2017, which is the projected date of the first Unit closing. A bicycle storage room is located in the sub-cellar where approximately twenty-one (21)

bicycles can be stored on a first-come, first-served basis, without fee and at the sole risk of each participating Residential Unit Owner.

Simultaneously with the first Unit closing, the Condominium shall enter into a concierge services agreement ("Concierge Agreement") with Abigail Michaels Concierge, Inc. (the "Concierge Service Provider") pursuant to which concierge services shall be provided to the Residential Unit Owners.

The Condominium will not have any parking areas.

After this Plan has been declared effective, the Sponsor shall, by Declaration of Condominium recorded in the New York County office of the Register of the City of New York, submit the Property to Article 9-B of the Real Property Law of the State of New York, as amended (the New York Condominium Act). The proposed Declaration is set forth in Part II of this Plan. The Condominium is subject to and complies with the New York Condominium Act.

Lease of Units

After consummation of the Plan (i.e., after the later to occur of the following: (i) an amendment declaring the Plan effective is accepted for filing by the Department of Law; (ii) the Declaration is duly recorded with the City Register, New York County; and (iii) the first closing of a Unit hereunder), Sponsor, including any Sponsor-designee, has retained the unconditional right, to lease Units in the Condominium. If Sponsor or any Sponsor-designee, elects to do so, depending on the number of Units in the Condominium being leased, this may adversely affect the ability of Purchasers to obtain financing or refinancing for his or her Unit. In addition, a Purchaser may be purchasing a previously occupied Unit, which first will be disclosed to a Purchaser. Sponsor will endeavor in good faith to sell, in a reasonably timely manner, all Residential Units to Purchasers for personal occupancy by themselves or their families.

At all times herein, Sponsor will continue to endeavor in good faith to so sell Residential Units to Purchasers for personal occupancy, but reserves the right, if market conditions become unfavorable after the filing of this Plan, to rent Unsold Residential Units until they may be sold at prices determined in good faith to be satisfactory to Sponsor or to sell Unsold Residential Units to unrelated Purchasers for rental operation and not personal occupancy. Sponsor's good faith efforts to sell to Purchasers for personal occupancy include multi-listing Unsold Residential Units with brokers, showing Unsold Residential Units to brokers and prospective Purchasers or their representatives, filing updating Amendments to the Plan and otherwise engaging in customary sales activities. Prospective Purchasers should nevertheless be aware that they potentially may be living with transient tenants for an indefinite period, depending upon market conditions, while Sponsor continues to endeavor in good faith to sell Residential Units to Purchasers for personal occupancy at prices determined in good faith to be satisfactory to Sponsor. Transient tenants will receive the same Building services and use the Building's amenities (e.g., the lobby) as Owner-occupants. However, they have no investment in their Units and, therefore, do not share the same economic interests as Owner-occupants in the maintenance and care of the Building's facilities and amenities. Prospective Purchasers should

also be aware that Sponsor and any other non-resident Owners may be at odds with Owner-occupants on expenditures for items like lobby and hallway decorations and capital improvements. In addition, Sponsor will have a significant role in the governance of the Condominium by reason of its voting control of the Board of Managers during the period of time Sponsor is entitled to control the Board of Managers. Even thereafter, Sponsor will continue to have a voice in governance due to its right to designate a specified minority of the Residential Units. Moreover, Sponsor and any other non-resident Owners will at all times have the same right as Owner-occupants to vote on issues that require approval or consent of Unit Owners (such as the exercise of the Board of Managers' Right of First Refusal to purchase or lease a sold Unit or to amend the Bylaws or Declaration). At all times after Sponsor has relinquished control of the Board of Managers, the majority of the Board of Managers shall be Unit Owners or members of a Unit Owner's household who are unrelated to the Sponsor and its principals. See "Rights and Obligations of Sponsor", Part I, Section XVI and "Board of Managers", Part I, Section XVIII.

As a result of the Sponsor's retaining the unconditional right to rent rather than sell Units, as set forth above, this Plan may not result in the creation of a condominium in which a majority of the units are owned by the Owner-occupants or investors unrelated to the Sponsor. In addition, because Sponsor is not limiting the conditions under which it will rent rather than sell units, there is no commitment to sell more units than the fifteen percent (15%) necessary to declare the Plan effective and Owner-occupants may never gain effective control and management of the Condominium.

Sponsor represents that it will endeavor in good faith to sell rather than rent the Residential Units. If Sponsor makes a sale of the lesser of ten (10) Unsold Residential Units or twenty percent (20%) of the then remaining Unsold Residential Units, the transferee thereof shall be bound by Sponsor's representations regarding its commitment to sell Residential Units.

Features of Condominium Ownership

The Owner of a Condominium Unit owns their respective Condominium Unit similarly in many respects to the manner in which the owners of private real property owns such real property. All Condominium Unit Owners will own their respective Unit outright, in fee, and as such, will be entitled to the exclusive possession thereof. He is also the owner, in common with the owners of all the other Units, of all parts of the Property other than the Units themselves (the Common Elements, hereinafter described).

The Residential Units and the Commercial Units will have separate entrances. Generally, the cost of operating the Residential Units and the Residential Limited Common Elements, if any, will be borne entirely by the Residential Unit Owners in proportion to their relative Common Interests in Residential portion of the Building. The costs of operating the Commercial Unit and the Commercial Limited Common Elements, if any, will be borne entirely by the Commercial Unit Owner in the proportion to its relative Common Interests in the Commercial portion of the Building. The costs of operating the General Common Elements which pertain to the entire Building will be borne by all Unit Owners in proportion to their relative Common Interests (see the

By-Laws attached hereto as Exhibit H in Part II). The purpose of the Plan is to set forth all the terms of the offer for the benefit of prospective purchasers.

Common Elements will be broken into Commercial Limited Common Elements, Residential Limited Common Elements, and General Common Elements. See the section of the Plan entitled Definitions for a description of the different types of Common Elements. For a detailed description of the Common Elements see the Declaration of Condominium and the Description of Property both contained in Part II of the Offering Plan. The General Common Elements include, without limitation, the roof of the Building and external walls.

The Residential Unit Owners can (i) sell, or (ii) lease for a term of not less than one (1) year, his/her respective Unit to anyone, without restriction or limitation, subject only to a right of first refusal by the Board of Managers of the Condominium to purchase the Unit at the same price, or lease the Unit upon the same terms, as the case may be, as the offer made to the Residential Unit Owner. See Article XI, Section 1 of the By-Laws of the Condominium (set forth in Part II, Exhibit G hereof) for the terms, provisions and procedures of such right of first refusal. The Commercial Unit Owner can sell or lease its unit to anyone, without restriction or limitation. Without limitation of the foregoing, and for avoidance of doubt, the sale or lease of a Commercial Unit shall not be subject to any right of first refusal by the Board of Managers.

Residential Units can be sold or leased by a Residential Unit Owner, provided that he/she is not in arrears on the payment of Common Charges (except where the payment of such unpaid Common Charges is paid by the purchaser thereof or provided for out of the proceeds of the sale) and provided further that such sale or lease is first offered to the Condominium under the same terms and conditions as the prospective purchaser or lessee has offered to purchase or lease the Residential Unit. The Board of Managers must decide to accept, or waive, such offer within twenty (20) calendar days of notice of any such sale or lease. The failure of the Board of Managers to timely respond to any such proposed sale or lease shall be deemed a waiver of the Board of Manager's right of first refusal to purchase or lease such Residential Unit.

In the event the Board of Managers accept an offer to sale or lease a Unit, the costs thereof may be made from funds deposited in the capital and or expense account of the Condominium. If the funds in such accounts are insufficient to effectuate any such purchase, the Board of Managers may levy an assessment against each Unit owner, in proportion to his/her interest in the Common Elements, as a Common Charge, and/or the Board of Managers may in its discretion finance the acquisition of the Unit; provided, however, that no such financing may be secured by an encumbrance, or an hypothecation of any portion of the Property other than the Unit to be purchased.

Any Residential Unit Owner who wishes to enter into a lease for his Residential Unit shall be required to provide the Board of Managers with a copy of the proposed lease prior to its execution, which form of lease shall be the then current form of apartment lease recommended by the Real Estate Board of New York, Inc. Without limitation of the foregoing, any such lease entered into shall be for a term of not less than one (1) year and shall further contain a provision that the lease is subject to the Declaration, By-Laws and Rules and Regulations of the Condominium.

In addition, any extension of the term of any such lease shall be subject to the prior written consent of the Board of Managers, which shall not be unreasonably withheld or delayed, provided any such tenant and the applicable Unit Owner complied with the terms of such lease and was not otherwise in default under the Declaration and By-Laws. Failure to comply with the above shall be deemed an automatic violation of the By-Laws of the Condominium. Any lease executed by the Board of Managers as tenant, shall provide that the Board may enter into a sublease of the premises without the consent of the landlord. See Article XI, Section 10 of the By-Laws regarding other leasing restrictions. A Purchaser is free to make a gift of his/her Residential Unit to anyone during his/her lifetime or to devise his Residential Unit by wills or to have it pass by intestacy without any restriction, provided, however, that such new Residential Unit Owner shall be bound by and his Residential Unit shall be subject to the foregoing restrictions. No Residential Unit can be sold without a simultaneous sale or the undivided interest in the Common Elements.

The Board of Managers may not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status or other grounds prohibited by law.

In the event any Purchaser of a Residential Unit, within the earlier of (i) one (1) year from the date of the Closing hereof or (ii) the date that the Sponsor only owns two (2) Residential Units or less Residential Units in the Property, enters into an agreement, written or oral ("Resale Agreement") to resell the Unit, Purchaser shall be obligated to pay Sponsor a resale fee ("Resale Fee") equal to twenty-five percent (25%) of the difference between: (A) the sales price of the Unit pursuant to the Resale Agreement less the following expenses actually paid for by Purchaser (to the extent applicable): (1) brokerage commissions not exceeding six percent (6%) in the aggregate; (2) transfer taxes imposed by Applicable Law; and (3) actual legal fees not exceeding Five Thousand Dollars ($5,000.00); and (B) the purchase price paid for the Unit pursuant to the Plan.

The Unit Owner is privileged to decorate the interior of the Unit in any way desired and is responsible to pay the cost of interior decoration and any repairs which are required after closing. The Residential Unit Owner is also responsible for maintenance of and repairs to the Unit and to the doors (except painting of the exterior side of Unit entrance doors and windows), and to his electrical and plumbing installations, heating and air conditioning system, thermostat and fixtures, except that the Board of Managers is responsible for electrical and plumbing pipes, wires and lines to the extent they are located in Common Elements and serve one or more Units.

Each Unit Owner is privileged to mortgage his Unit in any amount. The Unit is not subject to the lien of any mortgages placed by his neighbors on their Units.

The Board of Managers will carry the following insurance coverages to the extent obtainable: (i) fire insurance with extended coverage water damage, vandalism and malicious mischief endorsements, insuring all of the Units in the Building in the Condominium and the bathrooms and kitchens fixtures initially installed therein by the Sponsor (but not including wall, ceiling or floor decorations or coverings furniture, furnishings, fixtures or other personal property supplied or installed by Unit Owners), together with all heating, air conditioning and other service machinery contained therein, covering the interest of the Condominium, the Board of Managers and all Unit Owners and their mortgagees, as their interests may appear, in an amount equal to the replacement value of the Building (exclusive of the cost of excavations, footings and foundation);

(ii) public liability insurance in a single limit of One Million Dollars ($1,000,000.00) primary coverage per occurrence and Two Million Dollars ($2,000,000.00) in the aggregate (plus One Hundred Million Dollars ($100,000,000.00) umbrella coverage per occurrence and One Hundred Million Dollars ($100,000,000.00) in the aggregate), covering all claims for bodily injury and property damage arising out of one (1) occurrence on the Common Elements; and (iii) such other insurance coverages as are set forth in Schedule B, footnote 11, hereof. See Also By-Laws, Article SEVENTH, Section 1. Unit Owners are required to carry insurance covering the insides of their Units, their furniture and furnishings and personal property. In addition, all Unit Owners shall be required to carry liability insurance for their own benefit, and insuring their individual Unit, in an amount of not less than $1,000,000 or such additional amounts and with such further coverages as the Board of Managers, in their reasonable discretion, may from time to time determine.

Each Unit will be taxed as a separate tax lot for real estate tax purposes just like a private home and a Unit Owner will not be responsible if any other Unit Owners fail to pay their taxes. In the opinion of the Sponsor's counsel, which opinion is set forth in full in Part I, Section XXII of this Plan, a unit owner, like an owner of a single family home, may deduct from his income for income tax purposes, real estate taxes on his Unit. In addition, provided the Residential Unit will be the Purchaser's principal residence or one other residence selected pursuant to Internal Revenue Code of 1986 § 163(h)(5)(a)(i)(I), he may also deduct on his income tax the interest on the mortgage he procures to finance the purchase of this Residential Unit.

The affairs of the Condominium shall be the responsibility of the Board of Managers (hereinafter more particularly described). Subject to the rights of the Sponsor as described in this Plan, the members of the Board of Managers are elected by the Unit Owners. Each Unit Owner, upon obtaining title, will automatically have one (1) vote at all meetings of the Unit Owners for each of the Units owned by him. The Board of Managers will assess against each Unit Owner charges (hereinafter called "Common Charges") for the maintenance of the Common Elements and for the operating costs of the Property (hereinafter called "Common Expenses"). For estimates of Common Expenses see Schedule B. Unit Owners are obligated to pay their Common Charges in accordance with the New York Condominium Act, Real Property Law §§ 339(i) and 339(m).

Electricity (which includes air conditioning) consumed within the Residential Units will be provided by Con Edison and billed pursuant to a master common meter, which shall be paid by the Condominium. The electricity consumed within each individual Residential Unit shall be separately and electronically sub-metered and billed by the Condominium to each individual Residential Unit Owner. In addition to the payment of monthly Common Charges, each Residential Unit Owner shall be obligated to pay to the Condominium the electricity charges measured by such sub-meter. Electricity consumed in the common portions of the Property shall be separately metered and paid by each Residential Unit Owner as part of his/her Common Charges. Heat, hot water and cooking gas consumed within each Residential Unit will be provided by natural gas supplied by Con Edison, the cost of which shall be paid by each Residential Unit Owner as part of his/her Common Charges. Such charges shall also include the cost of gas consumed by the common laundry dryer (which will be located in the sub-cellar and operated by the Condominium's staff for housekeeping purposes) and the emergency generator. For estimates of the cost of electricity, heat, hot water, cooking and other gas charges, see Schedule B-1.

The Sponsor intends to finance the construction of the Building through its own capital, construction mortgage financing and/or some combination thereof. In the event any existing mortgages or construction loans will not be satisfied at or prior to the closing of the first unit, each such mortgagee shall at the time of conveyance of the first unit:

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

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

(ii) release its lien on the condominium unit being conveyed and its interest in the common elements.

Each Unit Owner is obligated to comply with the Declaration of Condominium, the By-Laws, Rules and Regulations and any other requirements of the Board of Managers.

There are no restrictions on who may purchase a Residential Unit except that this offer is made only to persons over eighteen (18) years of age.

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

II. Definitions

Certain words used in this Plan have special meanings for Condominium Unit Owners. They are used in accordance with their definitions found in the New York Condominium Act § 339-e, with occasional modifications necessary to conform to this Plan. They include the following:

(a) Air Rights: all excess air or developmental rights appurtenant to the Property and not used in connection with the original construction of the Property as described in this Plan, which Air Rights are retained and expressly reserved by the Sponsor. In no event shall such Air Rights be deemed or treated as Common Elements hereunder.

(b) Board of Managers: the governing body of the Condominium responsible for its affairs which is also referred to from time to time herein as the "Board" and the "Condominium Board".

(c) Commercial Unit: the Unit comprising all of the commercial space as designated in the Declaration and to be used for general commercial purposes including, but not limited to, retail, showrooms, offices, professional suites and other legal use.

(d) Commercial Unit Owner: the owner of the Commercial Unit. The Commercial Unit Owner is equivalent to the term Unit Owner as the same is used in Article 9-B of the Real Property Law.

(e) Common Charges: each Unit's proportionate share of the Common Expenses assessed by the Board of Managers in accordance with the allocations of the Common Interest to each Unit as well as allocations in accordance with sub-metering contract allocations and usage (both projected and actual) for the General Common Elements so long as such allocations are reasonable under the circumstances and are in accordance with applicable provisions of law. For the estimated Common Charges payable by each Unit Owner, see Schedule A to the Plan. For further details with respect to assessment and payment of Common Charges, see the section of the Plan entitled "Rights and Obligations of Unit Owners".

(f) Common Elements: all portions of the Condominium other than the Units, including without limitation the land, hallways, the Building and improvements (other than the Units) comprising the Condominium (including the land under the Building), all utility or other pipes and material located outside the Units, public entrances storage areas, the roofs, walls and structural elements of the Building and certain other portions of the Building to be set aside for common use. Common Elements include both the General Common Elements and the Residential and Commercial Limited Common Elements. In no event shall such Common Elements include Air Rights, as herein provided.

(g) Common Expenses: (i) expenses of operation, maintenance and repair of the Common Elements, and (ii) all sums designated common expenses by or pursuant to the provisions of the Condominium Act, the Declaration or the By-Laws.

(h) Common Interest: the proportionate undivided interest each Unit Owner has in the Common Elements.

(i) Concierge Service Provider: Abigail Michaels Concierge, Inc. As set forth in Section XXV hereof, simultaneously with the first Unit closing, the Condominium shall enter into a concierge services agreement ("Concierge Agreement") with the Concierge Service Provider pursuant to which concierge services shall be provided to the Residential Unit Owners.

(j) Condominium: 118 East 59th Street Condominium which is composed of the Unit Owners.

(k) Days: unless clearly specified as business days, the term "day" or "days" herein, including, without limitation, the documents annexed to the Plan as Part II, shall be defined and construed as calendar days.

(l) Declaration: the instrument by which the property is submitted to the provisions of the Condominium Act, and such instrument as from time to time amended, consistent with the provisions of the Condominium Act and of the By-Laws.

(m) First Unit Closing: the date of the purchase and closing of title of the first Residential Unit hereunder.

(n) General Common Elements: those Common Elements which are to be used by all Unit Owners in Common and includes all Common Elements other than the Residential Limited Common Elements and the Commercial Limited Common Elements.

(o) Irrevocably Restricted Areas: certain portions of the Common Elements which are irrevocably restricted in use to specified Unit Owners, subject to the right of the Board of Managers, or their designees to enter upon any Restricted Area for maintenance, repair or improvement of a Unit or Common Property and subject to the rules of the Board of Managers.

(p) Limited Common Elements: a Common Element appurtenant to a particular Unit or Units, the use of which is restricted to the owners of such Unit or Units:

(1) Commercial Limited Common Elements: The areas of the Building which shall be for the exclusive use of the owner of the Commercial Unit.

(2) Residential Limited Common Elements: The areas of the Building which shall be for the exclusive use of the owner(s) of the Residential Units.

(q) Residential Unit or Unit: a Unit or Residential Unit is each Unit of Residential housing now or hereafter situate on the Property. A Unit or Residential Unit is equivalent to the term 'Unit" as the same is used in Article 9-B of the Real Property Law.

(r) Residential Unit Owner: the owner of each Residential Unit. The Residential Unit Owner is equivalent to the term Unit Owner as the same is used in Article 9-B of the Real Property Law.

(s) Unit Owner: Unit Owner includes both Commercial Unit Owner(s) and the Residential Unit Owner(s) of the Condominium.

III. Description of Property and Improvements

The Building is located at 118 East 59th Street, New York, New York. The Building is located on a plot of land which has an area of approximately five thousand twenty-one (5,021) square feet and is located on the southerly side of East 59th Street between Lexington Avenue and Park Avenue. The Property is located in a C5-2.5 Special Midtown Zoning District as established by the City of New York, which zoning district according to the Sponsor's Architect SLCE Architect, permits, as of right, the conversion of the Property into a mixed use building consisting of twenty-nine (29) Residential Units (which shall each include a separate Storage Unit) and one (1) Commercial Unit, as herein contemplated.

The Building, once construction is substantially completed, will consist of a forty (40) story mixed use Residential/Commercial building containing twenty-nine (29) Residential Units, one (1) Commercial Unit and twenty-nine (29) Storage Units, as herein provided. All of the Residential Units are floor-thru units. The (designated) twentieth (20th), twenty-second (22nd), twenty-fourth (24th), twenty-sixth (26th), twenty-eighth (28th) and thirtieth (30th) floor units have double height ceilings in the living room. Units Duplex 2 and Duplex 1 are duplex floor-thru units consisting of the (i) the designated thirty-sixth (36th) and thirty-seventh (37th) floors (actually the physical thirty-second (32nd)and thirty-third (33rd) floors), in the case of Duplex 2 and (ii) the designated thirty-eighth (38th) and thirty-ninth (39th) floors (actually the physical thirty-fourth (34th) and thirty-fifth (35th) floors), in the case of Duplex 1. Unit Penthouse is a triplex floor-thru unit consisting of the designated fortieth (40th), forty-first (41st) and forty-second (42nd) floors (actually the physical thirty-sixth (36th), thirty-seventh (37th) and thirty-eighth (38th) floors. All equipment and fixtures described in the Plan are included in the prices of the Units. The foregoing does not apply to agreed-upon upgrades and changes, which shall be installed in the individual Units at the additional cost of the respective Purchaser.

The Building Plans are available for inspection at the Sponsor's office during normal business hours.

The Units, the Building containing them and all other improvements will comply with all applicable rules, regulations, laws and other requirements of all governmental authorities having jurisdiction thereof including those governing zoning and construction and the Sponsor and all other persons engaged by the Sponsor in connection with this Plan have complied and will comply with all applicable laws, rules, regulations and other governmental requirements pertaining thereto including but not limited to the City of New York.

The Building, Residential and Commercial Units and Common Elements will be constructed substantially in the manner set forth in the Building Plans filed with the City of New York Department of Buildings ("Building Plans"), which Building Plans will not be changed so as to adversely affect the Unit Owners. For a detailed description of such data see the Description of Property in Part II, Exhibit D of the Plan. Construction of the Building is expected to commence in February, 2015 and substantial completion of the construction of the Building except for extra work ordered by a Unit Owner is expected by approximately December 1, 2017 barring any strikes, material shortages, acts of God or other unforeseen delays beyond the control of the Sponsor.

Construction in general is a complicated process which requires the coordination of numerous concurrent tasks, contractors and suppliers and the balancing of complex mechanical and architectural systems, all of which is subject to unanticipated delays and difficulties and necessarily involves noise, disruption and inconvenience. Thus, for a period of time following the First Unit Closing (through, including and beyond the closing of title to any particular Purchaser's Residential Unit), work should be expected to be undertaken and continue by or on behalf of: (i) Sponsor to complete the balance of the Building; (ii) individual Residential Unit Owners within their Residential Units (to perform custom renovations, etc.); and (iii) the Commercial Unit Owner to complete construction, build-out, furnishing and equipping of the Commercial Unit. During at least the First Year of Condominium Operation (as hereinafter defined), construction workers and related personnel of Sponsor and others will be at the Property from time to time performing construction work, making adjustments and performing various other tasks related to the completion of construction, fitting out of, and moving into, the Residential Units and other portions of the Building from time to time. Various systems, including, but not limited to, water supply, air conditioning, heating, cooling, gas, electric, ventilating and other systems, and elevators, may require more than a year after any particular Residential Unit closing to complete and may be disrupted temporarily and from time to time (systems constituting Common Elements may require more than a year after any particular Residential Unit closing to complete, but all systems within a Residential Unit that must be completed as a requirement for the issuance of a temporary Certificate of Occupancy covering such Residential Unit will be functioning at the time of closing). Elevators and personnel may be taken out of service and diverted to facilitate construction and exterior hoists may be in place during at least the year following the First Closing, and from time to time thereafter, as needed, in connection with construction being performed in Units by the Unit Owners thereof, Sponsor and/or tenants of such Units. Various other adjustments, to windows and elevators and other systems, may require eighteen (18) months or more after the First Unit Closing (as hereinafter defined) to complete. Sponsor may not fully complete the decoration or finishing of the lobby, corridors, elevator finishes and other portions of the Building, including, but not limited to, installing light fixtures, painting, hanging wall coverings or laying flooring and carpeting, until that particular floor is fully occupied by Unit Owners or, if additional construction within a Unit is anticipated, for some period thereafter. All of the foregoing work and conditions will create a noisy and otherwise disruptive condition in the Building during the period such work is being performed. Certain portions of the Common Elements may be completed before or after completion of any particular Residential Unit. As a result, certain amenities and benefits anticipated to be available to Residential Unit Owners may not be available until such other portions of the Building are completed and fully operational. Sponsor shall have no liability whatsoever in the event these services are delayed, not made available, or discontinued or disrupted. Further, the Board of Managers and/or Sponsor may refuse to permit a Residential Unit Owner to perform alterations in a Residential Unit until such time as the Building has been completed and permanent certificate(s) of occupancy have been obtained therefor. In addition, the Board of Managers and/or Sponsor may refuse to permit a Residential Unit Owner to perform alterations in a Residential Unit in the event such work will compromise or inhibit the Sponsor's efforts to obtain a permanent certificate of occupancy. Even where such

alterations are permitted, the Board of Managers and/or Sponsor may impose conditions and deadlines upon the planning, performing and completion of such work. No assurance can be given with regard to the accuracy of any projected schedules or completion dates set forth herein or with respect to the duration of any interim service period or periods of potential disruption to the Unit Owners and their tenants or occupants, all such dates and timetables, to the extent provided, being only good faith estimates.

Based upon the current construction schedule, Sponsor presently contemplates that, unless delayed by weather, casualty, labor difficulties (including work stoppages and strikes), late delivery and/or the inability to obtain on a timely basis or otherwise, materials or equipment, governmental restrictions, acts of God or other events beyond its reasonable control, construction of the Building will be sufficiently completed to permit closings of title to Residential Units to begin on or about December 1, 2017 when the Sponsor expects to receive a temporary certificate of occupancy. Prospective Purchasers should note, however, that the Units will be completed at differing times over a period that may begin prior to and/or extend significantly beyond such date. Sponsor will have no liability to any Purchaser, nor will a Purchaser be entitled to any credit, offset or reduction in the purchase price for his or her Residential Unit or otherwise be relieved from any obligations under the Agreement, in the event that the First Closing occurs earlier or later than the targeted date or the time to complete or to close title to such Purchaser's Unit is accelerated, delayed or postponed by Sponsor; provided, however, that in the event the actual or anticipated commencement date of the projected First Year of Residential Section Operation (as hereinafter defined) is to be delayed by six (6) months or more, Sponsor will amend the Plan to include a revised Residential Section (as hereinafter defined) budget with current projections and if: (i) such amended budget exceeds the projected Residential Section budget set forth herein by twenty-five percent (25%) or more; or (ii) the First Unit Closing does not occur within twelve (12) months after December 1, 2017, i.e., the date set forth in Schedule B "Projected Budget for the First Year of Condominium Operation" as the commencement date for the projected First Year of Condominium Operation, then in either case Sponsor will offer all Purchasers (other than Purchasers who are then in default beyond any applicable grace period under their Agreements, if the Plan has been declared effective) the right to rescind their Agreements within not less than fifteen (15) days after the presentation date of the amendment containing such revised budget or after such twelve (12) month period, as the case may be, and any Purchasers electing rescission pursuant to such offer will have their Deposit and any interest accrued thereon returned. Purchasers' rights as described in the preceding sentence are in lieu of any other rights or remedies which may be available pursuant to any applicable law, regulation, statute or otherwise, all of which shall be deemed to have been waived by all Purchasers. As set forth in the Section entitled "Effective Date" in Part I of the Plan, no closing of title to any Unit offered hereunder will take place prior to the Plan being declared effective and the issuance of temporary certificate of occupancy for such Residential Unit.

The Housing Merchant Implied Warranty Law (General Business Law Article 36-B) is not applicable to this offering. Sponsor is not making any express or implied warranties of fitness for a particular purpose, merchantability or habitability of any Residential Unit or Common Element. Unless caused by a violation of the sound transmission code, noise code or other applicable code, there is no warranty as to sound transmission. Unless caused by a code violation, there is no warranty as to odors. Unless

caused by a code violation, there is no warranty with respect to mold, mildew, spores, fungi or other toxins. There is no warranty as to air, view or light quality. Sponsor's obligation, regardless of any limitations in the warranty, is to construct the premises in accordance with all applicable codes and the Building Plans, and any conflict between (a) the disclaimers and (b) Sponsor's obligation to construct the premises in accordance with all applicable codes and Building Plans, shall be resolved in favor of the latter. In no event will Sponsor be liable for incidental, special or consequential damages in connection with the items set forth herein (whether based on negligence, breach of contract, warranty, or otherwise).

Sponsor makes no representations or warranties regarding building construction in the geographic area of the Condominium or whether the existing structures in the area will remain. Purchasers are advised that adjacent parcels or buildings may be further developed and such development could adversely impact upon the views from a Residential Unit. In addition, Sponsor shall not be responsible for obstructed and/or adversely impacted views from a Residential Unit, including those located on the lower floors of the Building due to among other things, trees, landscaping and/or lamp posts erected at the street level. See the Description of Property set forth in Part II of the Plan.

IV. Location and Area Information

The Condominium is located at 118 East 59th Street, New York, New York, on East 59th Street between Lexington Avenue and Park Avenue. The Property is located in the Upper East Side of Manhattan.

The 118 East 59th Street Condominium is served by a variety of transportation facilities. Taxi and limousine service is readily available throughout the City. Municipal bus service is available on East 59th Street and Lexington Avenue. The subway lines 4, 5, 6, N, Q and R are available at the subway station located at East 59th Street and Lexington Avenue.

The Condominium is serviced by the New York City Police Department, the nearest Precinct being the 19th Precinct located at East 67th Street, between Third Avenue and Lexington Avenue.

The Condominium is serviced by the New York City Fire Department, the nearest Engine Company being Ladder Company "16" located at East 67th Street, between Third Avenue and Lexington Avenue.

New York City is the largest and one of the most influential cities in the United States as well as one of the principal urban centers of the world. Manhattan is the center of New York City, containing numerous businesses and financial centers. Excellent regional transportation, cultural activities, shopping, recreational and open space park areas, educational facilities, superb medical centers and a vast array of restaurants abound throughout Manhattan.

Local parks in the area include world famous Central Park and St. Catherine's Park, located at 67th Street and First Avenue.

Water supply, sanitary sewers and storm sewers servicing the Building are provided by the City of New York. There will be a water meter for the Building, and there will be a Common Charge to the Condominium.

Electricity (which includes air conditioning) consumed within the Residential Units will be provided by Con Edison and billed pursuant to a master common meter which shall be paid by the Condominium. The electricity consumed within each individual Residential Unit shall be separately and electronically sub-metered and billed by the Condominium to each individual Residential Unit Owner. In addition to the payment of monthly Common Charges, each Residential Unit Owner shall be obligated to pay to the Condominium the electricity charges measured by such sub-meter. Electricity consumed in the common portions of the Property shall be separately metered and paid by each Residential Unit Owner as part of his/her Common Charges. Heat, hot water and cooking gas consumed within each Residential Unit will be provided by natural gas supplied by Con Edison, the cost of which shall be paid by each Residential Unit Owner as part of his/her Common Charges. Such charges shall also include the cost of gas consumed by the common laundry dryer (which will be located in the sub-cellar and operated by

the Condominium's staff for housekeeping purposes) and the emergency generator. For estimates of the cost of electricity, heat, hot water, cooking and other gas charges, see Schedule B-1.

Each Residential Unit Owner shall also pay for all telephone and cable television services provided to his or her Unit. In addition, the Residential Unit Owners shall pay as part of their monthly Common Charges the cost of telephone and cable television services provided to the Common Elements of the Condominium.

Electric service will be underground by connection to an electric main in the street owned and maintained by Con Edison Co. of New York. There will be a separate meter for each of the Units and other areas will be metered separately.

Refuse removal will be provided by the New York City Sanitation Department.

The Commercial Unit Owner will be responsible for refuse removal from the Commercial Unit. The sidewalk in front of the building must be cleared of snow and ice by the Unit Owners of the building. The City of New York is responsible for snow removal of the streets.

Educational facilities servicing the Condominium include P.S. 267 located at 213 East 63rd Street, P.S. 59 located at 231 East 56th Street and Art and Design High School located at 231 East 56th Street. Although the public schools referred to above will be the public schools located in the vicinity of the Condominium, no representation can be made as to the actual schools children will attend. In addition, no representation can be made as to whether transportation will be provided for children attending these schools.

Medical facilities in the area include Weill/Cornell Hospital located on York Avenue and East 68th Street.

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

The Property is located within a C5-2.5 Special Midtown District, which zoning district, which according to the Sponsor's architect, SLCE Architects, permits the use of the Property, as of right, as a twenty-nine (29) Residential Unit, one (1) Commercial Unit and twenty nine (29) Storage Unit building, as herein contemplated.

118 East 59th Street Condominium
118 East 59th Street
Schedule A: Purchase Prices and Related Information for the Projected First Year of Condominium Operation (12/1/17-11/30/18)

Unit	Number Bedrooms (BR) / Bathrooms (BA) / Study (ST)(2)	Storage Bin Square Footage (Cellar) (1)	Unit Square Footage (1)	Total Storage Bin and Unit Square Footage (1)	Offering Price (2)	General Common Interest (3)(a)	Residential Common Interest (3)(b)	Estimated Monthly Common Charges (4)	Estimated Monthly Real Estate Taxes 1st Year (5)	Estimated Annual Real Estate Taxes 1st Year (5)	Estimated Total Monthly Charges 1st Year (6)	Estimated Total Annual Charges 1st Year (6)
8	2BR/2.5BA	37	1,731	1,768	$ 4,950,000	1.7967%	2.0777%	$ 2,474.30	$ 1,719.96	$ 20,639.50	$ 4,194.26	$ 50,331.09
9	2BR/2.5BA	37	1,731	1,768	$ 5,000,000	1.8178%	2.1022%	$ 2,485.91	$ 1,728.03	$ 20,736.38	$ 4,213.94	$ 50,567.34
10	2BR/2.5BA	38	1,729	1,767	$ 5,050,000	1.8389%	2.1266%	$ 2,496.69	$ 1,735.52	$ 20,826.24	$ 4,232.21	$ 50,786.47
11	2BR/2.5BA	38	1,729	1,767	$ 5,150,000	1.8601%	2.1511%	$ 2,508.30	$ 1,743.59	$ 20,923.12	$ 4,251.89	$ 51,022.72
12	2BR/2.5BA	38	1,729	1,767	$ 5,250,000	1.8812%	2.1755%	$ 2,519.91	$ 1,751.67	$ 21,020.00	$ 4,271.58	$ 51,258.97
15	2BR/2.5BA	38	1,729	1,767	$ 5,350,000	1.9023%	2.2000%	$ 2,531.53	$ 1,759.74	$ 21,116.88	$ 4,291.27	$ 51,495.22
16	2BR/2.5BA	38	1,731	1,769	$ 5,450,000	1.9235%	2.2244%	$ 2,544.82	$ 1,768.98	$ 21,227.79	$ 4,313.81	$ 51,765.68
17	2BR/2.5BA	40	1,731	1,771	$ 5,550,000	1.9446%	2.2488%	$ 2,558.12	$ 1,778.22	$ 21,338.70	$ 4,336.34	$ 52,036.14
18	2BR/2.5BA	40	1,731	1,771	$ 5,650,000	1.9869%	2.2977%	$ 2,581.35	$ 1,794.37	$ 21,532.46	$ 4,375.72	$ 52,508.64
19	2BR/2.5BA	40	1,731	1,771	$ 5,750,000	2.0503%	2.3711%	$ 2,616.19	$ 1,818.59	$ 21,823.09	$ 4,434.78	$ 53,217.37
20	2BR/2.5BA	40	1,729	1,769	$ 5,900,000	2.2511%	2.6033%	$ 2,724.84	$ 1,894.12	$ 22,729.40	$ 4,618.96	$ 55,427.49
21	1BR/1.5BA/ST	36	1,498	1,534	$ 4,050,000	1.6487%	1.9066%	$ 2,196.18	$ 1,526.63	$ 18,319.54	$ 3,722.81	$ 44,673.67
22	2BR/2.5BA	40	1,729	1,769	$ 6,100,000	2.3357%	2.7011%	$ 2,771.30	$ 1,926.41	$ 23,116.92	$ 4,697.71	$ 56,372.48
23	1BR/1.5BA/ST	36	1,498	1,534	$ 4,250,000	1.7332%	2.0044%	$ 2,242.63	$ 1,558.92	$ 18,707.05	$ 3,801.55	$ 45,618.65
24	2BR/2.5BA	40	1,731	1,771	$ 6,300,000	2.4202%	2.7988%	$ 2,819.43	$ 1,959.87	$ 23,518.47	$ 4,779.31	$ 57,351.68
25	1BR/1.5BA/ST	34	1,509	1,543	$ 4,450,000	1.8178%	2.1022%	$ 2,296.66	$ 1,596.48	$ 19,157.71	$ 3,893.14	$ 46,717.63
26	2BR/2.5BA	40	1,731	1,771	$ 6,500,000	2.5048%	2.8966%	$ 2,865.89	$ 1,992.16	$ 23,905.98	$ 4,858.06	$ 58,296.67
27	1BR/1.5BA/ST	35	1,509	1,544	$ 4,650,000	1.9023%	2.2000%	$ 2,343.96	$ 1,629.35	$ 19,552.24	$ 3,973.31	$ 47,679.72
28	2BR/2.5BA	40	1,729	1,769	$ 6,700,000	2.6104%	3.0188%	$ 2,922.28	$ 2,031.36	$ 24,376.34	$ 4,953.64	$ 59,443.68
29	1BR/1.5BA/ST	35	1,498	1,533	$ 4,850,000	1.9869%	2.2977%	$ 2,381.16	$ 1,655.21	$ 19,862.58	$ 4,036.37	$ 48,436.50
30	2BR/2.5BA	39	1,729	1,768	$ 6,900,000	2.7161%	3.1410%	$ 2,979.51	$ 2,071.14	$ 24,853.72	$ 5,050.65	$ 60,607.80
31	1BR/1.5BA/ST	38	1,498	1,536	$ 5,050,000	2.0714%	2.3955%	$ 2,430.14	$ 1,689.26	$ 20,271.14	$ 4,119.40	$ 49,432.81
32	2BR/2.5BA	39	1,731	1,770	$ 7,050,000	2.7478%	3.1777%	$ 2,998.61	$ 2,084.42	$ 25,013.07	$ 5,083.03	$ 60,996.39
33	2BR/2.5BA	39	1,731	1,770	$ 7,250,000	2.8535%	3.2999%	$ 3,056.68	$ 2,124.79	$ 25,497.46	$ 5,181.47	$ 62,177.62
34	2BR/2.5BA	39	1,731	1,770	$ 7,450,000	2.9592%	3.4221%	$ 3,114.75	$ 2,165.15	$ 25,981.85	$ 5,279.90	$ 63,358.84
35	2BR/2.5BA	44	1,731	1,775	$ 7,650,000	3.0649%	3.5444%	$ 3,177.03	$ 2,208.44	$ 26,501.33	$ 5,385.47	$ 64,625.63
Duplex 1	3BR/3BA	50	3,227	3,277	$ 18,800,000	7.1021%	8.2132%	$ 6,658.67	$ 4,628.63	$ 55,543.61	$ 11,287.30	$ 135,447.59
Duplex 2	3BR/3BA	85	3,227	3,312	$ 20,800,000	7.9476%	9.1909%	$ 7,152.66	$ 4,972.03	$ 59,664.32	$ 12,124.69	$ 145,496.27
Penthouse	4BR/4BA	102	5,184	5,286	$ 38,000,000	14.7960%	17.1107%	$ 12,575.97	$ 8,741.93	$ 104,903.15	$ 21,317.90	$ 255,814.81
Residential Unit Sub-Total		**1,235**	**55,252**	**56,487**	**$ 225,850,000**	**86.4720%**	**100.0000%**	**$ 95,025.46**	**$ 66,055.00**	**$ 792,660.00**	**$ 161,080.46**	**$ 1,932,965.53**
Commercial Units												
Commercial Unit			9,171	9,171	$ 38,000,000	13.5280%		$ 4,764.52	$ 20,350.42	$ 244,205.00	$ 25,114.94	$ 301,379.23
Commercial Unit Sub-Total			**9,171**	**9,171**	**$ 38,000,000**	**13.5280%**		**$ 4,764.52**	**$ 20,350.42**	**$ 244,205.00**	**$ 25,114.94**	**$ 301,379.23**
	TOTALS	**1,235**	**64,423**	**65,658**	**$ 263,850,000**	**100.0000%**	**100.0000%**	**$ 99,789.98**	**$ 86,405.42**	**$ 1,036,865.00**	**$ 186,195.40**	**$ 2,234,344.76**

FOOTNOTES TO SCHEDULE A

1. The number of rooms listed for each Unit equals the number of "rooms" to be counted for a particular apartment for lot area requirements according to the Zoning Restriction of the City of New York. This basis of calculation is commonly known as the "zoning law" room count.

   Square footages indicated are calculated from dimensions which are approximate and measured. Each Residential Unit consists of the area measured horizontally from the exterior side of the exterior walls to the interior partition side of the elevator walls to the interior partition side of the elevator, stairs and refuse flue. The area of the elevator lobby, refuse closet, exterior wall of the elevator and the area of each designated Storage Unit is included in the approximate total floor area of the Residential Unit. The total square footage exceeds the usable floor and includes structural column, shear wall, mechanical pipe shaft, shaft ways, chase ways, conduits and other common elements. Each Residential Unit is also measured vertically from the top of the concrete slab to the underside of the slab above. THIS MEANS THAT THE LISTED AREAS MAY BE LARGER THAN THE ACTUAL FLOOR AREA OF THE UNITS. IN ADDITION, THE USEABLE AREA OF THE UNITS MAY BE LESS THAN SET FORTH HEREIN. Sponsor has not done any work to modify the configuration of the Units which would affect the square footage thereof subsequent to the date of the Plan.

   Each Residential Unit will include a separate designated storage space (collectively the "Storage Units"), which are located in the sub-cellar of the Property. The Storage Units will be part of the appurtenant Residential Unit. The Storage Unit included with each Residential Unit will be designated with the same unit number as the appurtenant Residential Unit. For example, Residential Unit 10 will include Storage Unit 10.

   The approximate square footage of the Commercial Unit consists of the area measured horizontally from the exterior side of the exterior walls to the midpoint of the interior partition separating the Commercial Unit. The total square footage exceed the usable floor area and includes structural column, shear wall, mechanical pipes shaft, shaft ways, chase ways, conduits and other common elements.

   The square foot areas determined using the methodology set forth above, and as more particularly set forth in Schedule A hereof, would be different from that derived by using an alternative methodology of measuring from interior surfaces to interior surfaces (which would yield lesser actual useable floor area for each Unit). The stated method of measurement used is applicable to the Units as described above.

   Floor plans for each Unit appear as Part II of the Plan, Exhibit E.

2. These prices have been set by the Sponsor. Prices are not subject to the approval of any governmental agencies. Sponsor's right to make changes in Offering Prices is set forth in the section of the Plan entitled "Changes in Prices and Units." For closing costs payable by Purchasers (in addition to the prices), and adjustments at closing, see the section of the Plan entitled "Unit Closing Costs and Adjustments".

3. The Common Interest of each Unit has been based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the

Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit pursuant to Real Property Law of the State of New York § 339-i (1) (iv).

4. Common Charges have been estimated by the Sponsor and include, without limitation, labor, insurance, electricity for the common areas, heat, hot water and cooking gas for the Residential Units, maintenance and repairs, casualty insurance, management and the operation of the Common Elements. If a Purchaser obtains financing, the Purchaser's debt service payments will be an additional expense. Common Charges exclude repairs and decorations to the inside of a Unit as well as utilities as herein provided and insurance for personal belongings. See Schedule B-1 for estimated individual energy costs during the first year of operation.

5. Real estate taxes are based upon the projected assessment estimate upon completion of the renovation of the Building, as determined by the law firm of Goldberg Weprin Finkel Goldstein LLP, 1501 Broadway, 22nd Floor, New York, NY 10036 and a projected tax rate of 12.855%, which tax rate is projected for the tax year 2017/2018 which commences on July 1, 2017. Based upon the projection of Goldberg Weprin Finkel Goldstein LLP the assessed valuation for the Property after completion of construction, and as of the projected First Unit Closing is $8,065,840. The Sponsor anticipates to substantially complete the construction of the Building by December 1, 2017, which is also the projected date of the First Unit Closing. The tax rate and assessed valuation of the Building is subject to increase or decrease. The actual taxes for the Building for the year 2015/2016 are $211,715.20. Sponsor has not applied for a tax abatement and, as a result, the taxes for the first year will be based on the above figures and as shown in Schedule A. Each Unit will be taxed as a separate tax lot for real estate purposes. A Unit Owner will not be responsible for the payment of real estate taxes assessed against other Units, nor will a Unit be subject to a lien arising out of the non-payment of real estate taxes assessed against other Units. See the section of the Plan entitled "Real Estate Taxes". The approximate date of completion of the construction is December 1, 2017.

6. The Sponsor is not offering and has not procured mortgage financing. As a result, the projected monthly carrying charges for financing have not been included in Schedule A. In the event a Purchaser obtains mortgage financing, his monthly carrying charge will increase. Any Purchaser who applies for a mortgage from a lending institution should check with that institution as to the monthly mortgage costs as well as any closing costs that the Purchaser will be obligated to pay the lending institution. Carrying charges exclude repair and decoration to the inside of a Unit, utilities for each Unit and insurance for personal belongings.

For income tax purposes, Owners who itemize their deductions should be entitled to an annual deduction for real estate taxes as well as mortgage interest paid, if any, with respect to their Units. The deductible amount may vary due to changes in assessed valuations of Units, in tax rates or in the method of assessing real property which may result in a change in real property taxes, or such other changes as may reasonably be expected to affect tax deductions. The interest portion of monthly mortgage payments made by Owners who obtain mortgage financing for their Units, and designate same as primary or secondary qualifying residence is also deductible for tax purposes by persons who itemize deductions. The portion of the debt service deductible for income tax purposes may vary in subsequent years due to financing related changes such as changes

in the interest rate on an Owner's mortgage, if any, the interest rate on a refinanced mortgage, or the allocation of constant debt service payments between interest and principal.

SCHEDULE B

118 EAST 59TH STREET CONDOMINIUM

118 East 59th Street
New York, NY
Projected Budget for the Projected First Year of Condominium Operation (See Note 1)
December 1, 2017 to November 30, 2018

ESTIMATED INCOME

Common Charges – Residential Units (Note 2)		$ 1,140,306
Common Charges – Commercial Unit (Note 2)		$ 57,174
Total Estimated Common Charges		$ 1,197,480

ESTIMATED EXPENSES (Note 3)

Payroll and Related Expenses (Note 4)	$	374,696
Gas (Heat, Hot Water & Cooking) (Note 5)	$	100,819
Electricity (Note 6)	$	99,375
Water Charges and Sewer Rent (Note 7)	$	43,390
Repairs and Maintenance (Note 8)	$	44,000
Service Contracts (Note 9)	$	278,800
Insurance (Note 10)	$	39,500
Management Fee (Note 11)	$	38,000
Legal and Audit Fees (Note 12)	$	25,000
Other Expenses (Note 13)	$	20,000
Contingencies (Note 14)	$	25,000
Reserve for Replacements (15)	$	108,900
Total (Note 16)	$	1,197,480

The Notes to Schedule B below are an integral part of this Schedule and should be read in conjunction herewith.

ALLOCATION OF COMMON EXPENSES BETWEEN RESIDENTIAL AND RETAIL UNIT

(see also detailed notes which follow)

Common Charges	Total Expenses	Residential Unit Expenses	Commercial Unit Expenses
Payroll & Related Expenses	374,696	364,411	10,285
Electricity	99,375	99,375	
Gas (Heat and Hot Water)	100,819	100,819	
Water Charges & Sewer Rent	43,390	43,390	
Repairs and Maintenance	44,000	42,377	1,623
Service Contracts	278,800	268,221	10,579
Insurance	39,500	34,156	5,344
Management Fee	38,000	32,859	5,141
Legal & Audit Fees	25,000	21,618	3,382
Other Expense	20,000	17,294	2,706
Contingency	25,000	21,618	3,382
Total	**1,088,580**	**1,046,138**	**42,442**
Reserve for Replacements	**108,900**	**94,168**	**14,732**
Total	**1,197,480**	**1,140,306**	**57,174**

All General Common Charges have been allocated based upon each Unit's Common Interest unless otherwise stated.

A. The Retail Unit Owner's share of service contract expenses is based on their Common Interest applied to the costs of the following service contracts only: exterminating, sprinkler, central station monitoring, green wall, window washing and fire alarm.

FOOTNOTES TO SCHEDULE B

(1) Projected First Year of Condominium Operations

Amounts are projected on the assumption that the First Year of Condominium Operation will be the year from December 1, 2017 to November 30, 2018. The actual First Year of Condominium Operation may be earlier or later than projected.

If the actual or anticipated date of commencement of condominium operations is delayed by more than six (6) months from the commencement of the projected First Year of Condominium, Sponsor will amend the Plan to include a revised budget disclosing current projections ("Revised Budget Amendment"). If such amended projections exceed original projections by twenty-five (25%) percent or more, Sponsor will offer all Purchasers that entered into Agreements prior to the date of the Revised Budget Amendment the right to rescind for a period of fifteen (15) days after the date of the presentation of the Revised Budget Amendment setting forth the right to rescind and any Purchasers electing rescission pursuant to such offer will have their Down Payment returned.

(2) Common Charges

These amounts represent the total Common Charges to be levied against and collected from the Residential Unit Owners and the Commercial Unit Owner during the anticipated First Year of Condominium Operation. The Common Charges will be utilized by the Condominium Board to defray the operational expenses of the Condominium. Except as otherwise set forth herein, the Common Charges have been allocated between the Residential Unit Owners and the Commercial Unit Owner based on anticipated usage and benefits derived by such Unit Owners, respectively, and between and among the Unit Owners on the basis of percentage of Common Interest allocated to each Unit. Where the allocation of Common Expenses is not based on percentage of Common Interest, or Common Expenses have been allocated only to certain categories of Units, such circumstances are set forth in the following notes. The Commercial Unit Owner will only be obligated to pay their respective allocable share of those expenses that are incurred by the Condominium Board in furnishing services, operating and maintaining those Common Elements which are utilized by and serve such Commercial Unit Owner. Those Common Charges that have been allocated on the basis of Common Interest have been allocated on such a basis as follows: Those expenses to be borne by the Residential Unit Owners have been allocated on the basis of the combined percentage of Common Interest of such Residential Units, for a total of 86.4720%. Common Charges to be borne by the Owner of the Commercial Unit has been allocated on the basis of such Retail Unit Owner's Common Interest for a total of 13.5280%.

The Commercial Unit's obligation to pay common charges is based upon its percentage of common interest in the building times the projected expenses specific to the

Commercial Unit set forth in the budget. As set forth in Schedule B, the Commercial Unit Owner is obligated to pay as part of its monthly common charges a portion of the following expenses: payroll; repairs and maintenance; service contracts; insurance; management fees; legal and audit fee; other miscellaneous expenses; contingency and replacement reserves. The Commercial Unit Owner is not obligated to pay any part of electricity, gas and water and sewer charges since such budget line items exclusively benefits the Residential Unit Owners, and are services which are not fairly attributable to the Commercial Units' use of the Common Expenses. In accordance with Article THIRTEENTH of the Declaration and Article VI, Section 8 of the By-laws, the Board of Managers are authorized, pursuant to Real Property Law § 339-m to specially allocate various expenses among the Residential and Commercial Unit Owners to the extent various services and budget items benefit the respective units more.

(3) Estimated Expenses

Common Charges include the costs and expenses in connection with the maintenance and operation of, and any alteration to, the General Common Elements and the provision of services to all Unit Owners in general, such as service contracts applicable to the Building as a whole, employees who will provide services to the entire Condominium, the Managing Agent for the Condominium, and insurance coverage for the Common Elements.

(4) Payroll and Related Expenses: $374,696

The Building staff shall consist of:

Position and Number	Weekly Rate	Total
Full-Time Superintendent (1) (40 hour per week.	$1,346 X 52	$ 70,000
Lobby Attendants (3.2) (16 hours per day 7 days per week plus 8 hours per day Saturday and Sunday.	$800 X 52	$ 133,120
Porters (2)	$800 X 52	$ 83,200
Totals:		**$ 286,320**
Overtime	4% of Base Wages	$ 11,453
Vacation, Sick & Holiday	10% of Base Wages	$ 28,633
Total Wages		**$ 326,406**

There will be a combination of full-time and part-time employees and the Building is classified as Class "A" for the purpose of defining the wage scale. The Building's staff will be non-union and wages will meet state minimum wage laws. The projected expenses for wages, salaries and benefits as well as the assumptions described herein, are believed to be reasonable and reflect the experience of Sponsor's budget expert, First Service Residential, in managing comparable buildings. Such level of staffing complies with all applicable housing and labor laws.

In addition to the staffing listed above, there will be a third party concierge services, Abigail Michaels Concierge Services, who will provide an employee to act as the building's lobby attendant/concierge for 40 hour per week, Monday through Friday. The cost of this service will be $120,000 per year.

The Commercial Unit will utilize the services of the Superintendent. The Commercial Unit has been allocated its percentage of Common Interest of the Payroll and Benefit expense related to the Superintendent and will allocated this expense as part of their Common Charges on a monthly basis.

The following expenses are mandated by law for each employee:

FICA Employer	7.65% of Wages	7.65%	$ 24,970
NY State Unemployment	(1st $14,000)	9.9%	2,570
Federal Unemployment	(1st $8,500)	0.80%	2,605
State Disability Insurance	(Yearly)	$45.00	193
Workers Compensation	5% of Wages	5%	$ 17,952
		TOTAL	$374,696

(5) Gas (Heat, Domestic Hot Water and Cooking): $100,819

Based on an estimate dated November 10, 2014 by Cosentini, Consulting Engineers, located at Two Pennsylvania Plaza, New York, New York, 10121, it is anticipated that heat, hot water and cooking gas will be provided to the Residential Units by natural gas and will cost $100,819. This estimate is based on a projected usage of 68,285 Therms of gas per year at an anticipated average cost of $1.30 X 106% per Therm to factor in for inflation. The Commercial Unit will be separately metered.

(6) Electricity: $99,375

Based on an estimate dated November 10, 2014 by Cosentini, Consulting Engineers, located at Two Pennsylvania Plaza, New York, New York, 10121, it is anticipated that light and power for the Common Elements as well as the mechanical equipment will be approximately 500,000 KW/HR/YR at an annual cost of $.25 X 106% per KW/HR to factor in for inflation. The Commercial Unit will be separately metered.

Electricity (including current necessary to operate HVAC Systems) shall be supplied to all Units through a separate Con Edison meter for each such Unit, and the cost of electricity consumed or used in each such Unit or any Residential Limited Common Elements appurtenant thereto shall be payable directly to Con Edison.

(7) Water Charges and Sewer Rent: $43,390

Based on an estimate dated of November 10, 2014 by Cosentini, Consulting Engineers,

located at Two Pennsylvania Plaza, New York, New York, it is anticipated that water charges for the Residential Units and all Common Elements, will be approximately $43,390 based on a combined rate of $9.27 per 100 cubic feet of water used X 106% to factor in for inflation.

This estimate includes the cost for the Water Charges for the Cooling Tower Make-up at a cost of $3.58 per 100 cu. ft (X 106% to factor in for inflation) and make-up for 1,500 total hours of cooling tower operation.

The budgeted amount constitutes a projection of the water charges and sewer rents that will be payable with respect to the Building.

Water charges and sewer rents for the Commercial Unit will be separately sub-metered.

(8) **Repairs and Maintenance: $44,000**

This estimate includes painting, maintenance and repair costs of General Common Elements, Residential Common Elements only. Unit Owners will be responsible for the cost of repairs and painting in the interiors of their Units. No provision has been made to cover the cost of any capital expenditure. This estimate also includes the estimated annual cost of services and supplies (excluding service contracts) provided to and for the benefit of the Units.

Supplies and Hardware	$ 20,000
Plumbing	$ 2,500
Electrical	$ 2,500
Intercom	$ 1,000
Window, Lock and Doors	$ 2,000
Plastering and Painting	$ 5,000
Elevator Repairs (Not Covered by Contract)	$ 1,000
General Repairs	$ 10,000
Total	**$ 44,000**

This estimate is based on experience of Sponsor's budget expert, FirstService Residential New York, Inc., in operating comparable buildings.

(9) **Service Contracts and Supplies: $278,800**

This estimate includes the cost of various services used in or for the Common Elements, including but not limited to elevator service, fire systems and window washing.

Elevator Maintenance	$ 45,600
Exterminating	$ 2,000
Flowers	$ 10,000
Central Station Monitoring	$ 2,200
Supplies	$ 5,000

Fire Extinguishers	$ 500
Fire Alarm	$ 5,000
Concierge	$ 120,000
Sprinkler	$ 1,500
HVAC Service	$ 25,000
Window Washing	$ 30,000
Generator	$ 12,000
Telephone/Internet	$ 10,000
Uniforms	$ 10,000
Total	**$ 278,800**

No maintenance or service contracts have been entered into as of the filing date of the Plan. The budgeted amounts are based on estimates received from contractors and the experience of Sponsor's budget expert, FirstService Residential New York Inc., in operating comparable buildings. While this Schedule B includes a reasonable allowance for possible increases in cost, which may occur prior to and during the First Year of Condominium Operation, no warranty or guarantee is made that the actual cost for these services or other services will be in accordance with this projection. The Commercial Unit Owner will share in the expense of only the Exterminating, Fire Extinguishers, Central Station Monitoring, Fire Protection, Window Washing, Supplies and Telephone based on their Common Interest percentage.

(10) Insurance: $39,500

The insurance premiums are based on a letter dated October 29, 2014 from MR Cooper, LTD, located at 622 Third Avenue, New York, New York, 10017. The fire, casualty and general liability are on the terms set therein:

	COVERAGES	LIMITS OF LIABILITY
A.	Property (Building Limit)	$ 31,500,000
	Business Personal Property Limit	$ 200,000
	Loss of Maintenance Fee	$ 12 Months
	Demolition and Increased Cost	$ 1,000,000
	Flood	$ 5,000,000
	Earthquake	$ 1,000,000
	Deductibles	
	Building, Underground Water & Sewer	$ 10,000
	Earthquake	$ 50,000
	Flood	$ 25,000
B.	General Liability (General Aggregate)	$ 2,000,000
	Each Occurrence	$ 1,000,000

	Fire Damage Liability	$	50,000
	Personal and Advertising Injury	$	1,000,000
	Medical Expenses	$	5,000
	Hired/Non Owner Auto Liability	$	1,000,000
C.	Directors & Officers Liability	$	1,000,000
	Deductible	$	5,000
D.	Umbrella Liability	$	100,000,000
	Self Insured Retention	$	10,000
	Included Excess Director's & Officers		
E.	Crime		
	Employee Dishonesty Limit	$	500,000
	Managing Agent's Rider	$	500,000
F.	Boiler and Machinery or Equipment Breakdown Limit	$	23,946,000

The total premium for these various coverages is estimated at $39,500.

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

This coverage does not include claims for personal injury or property damage resulting from occurrences in individual Units or any Common Elements exclusive to such Units, nor does it include coverage of any Unit (as such term is more particularly described in the Plan and the Declaration).

The proposed insurance provides property coverage on an All Risk/Replacement Cost basis. The Building limits and Business Income limits are based on an Agreed Amount which is a waiver of co-insurance.

This quotation is an indication of insurance premiums at current rates. Because conditions in the insurance marketplace are volatile, it is not possible to predict what the premiums will be for the First Year of Condominium Operation. Purchasers should be aware of the possibility of rate increases. The insurance is adequate for the replacement of the building in the event of a total loss. The carrier will be selected at the time the coverage is bound. This will occur prior to the First Closing. The agent quoting the proposed insurance is MR Cooper, LTD, located at 622 Third Avenue, New York, New York, 10017.

Sponsor will procure, on behalf of the Condominium Board, on or before the date of the First Closing, the general liability insurance that is required to be carried by the Condominium.

(11) Management Fee: $38,000

Based on the management agreement to be entered into with FirstService Residential New York Inc. at or before the First Closing, it is expected that the Managing Agent will receive an annual fee of $38,000 for the First Year of Condominium Operations. This fee is commercially reasonable and comparable to management fees for buildings of similar size and quality as the Property. Reference should be made to the Section of the Plan entitled "Management Agreement" in the Offering Plan for further details of the Management Agreement.

(12) Legal and Audit Fees: $25,000

Based upon the estimate set forth in a letter dated September 30, 2014 from Tarlow & Co., CPA's located at 7 Penn Plaza, New York, New York, 10001, Sponsor has budgeted $15,000 for estimated auditing and accounting fees in connection with the preparation of the audited financial statements for the First Year of Condominium Operation and federal, state and city income tax returns. The balance of the budgeted amount ($10,000) has been estimated to provide for minor legal services to be rendered in connection with the operation of the Building such as attendance at Board meetings, preparation of Board minutes and negotiation of minor agreements. This amount has been allocated between the Residential and the Retail Unit on the basis of Common Interest.

(13) Other Expenses: $20,000

Other Expenses covers telephone, office supplies, office equipment, postage, special communications and mailings to the Unit Owners, annual meetings, and general expenses.

Printing and Postage	$ 1,500
Payroll Processing	$ 2,500
Sprinkler Fees	$ 750
General	$ 15,250

(14) Contingency: $25,000

This fund may be used at the discretion of the Board toward unforeseen expenses or other appropriate Condominium expenses. The purpose of the contingency is to provide for unanticipated expenses or unanticipated increases in projected expenses.

(15) Replacement Reserve $108,900

The funds collected under this line item are for deposit into an account established by the

Board of Managers to hold the Replacement Reserve Fund which is to be funded out of Common Charges and used for periodic maintenance, repair and replacement of the Common Elements, in accordance with the By-laws.

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The foregoing projected budget may be modified from time to time prior to commencement of and during the First Year of Condominium Operation, to add or delete or increase or decrease one or more items of operating expenses. If additional funds are required to pay expenses, it may be necessary to increase Common Charges or specially assess Unit Owners.

****

(16) **Total Expenses: $1,197,480**

IN THE OPINION OF FIRSTSERVICE RESIDENTIAL NEW YORK INC., THE PROJECTED INCOME IS ADEQUATE TO MEET THE PROJECTED COMMON EXPENSES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION, ASSUMING SUCH FIRST YEAR TO BE THE 12-MONTH PERIOD COMMENCING DECEMBER 1, 2017. THE FOREGOING BUDGET, HOWEVER, IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE OR WARRANTY BY ANYONE THAT THE ANNUAL COMMON CHARGES OR OTHER INCOME AND EXPENSES FOR SUCH FISCAL YEAR OR ANY SUBSEQUENT YEAR OF OPERATION OF THE PROPERTY WILL BE AS SET FORTH IN THE BUDGET, SINCE THE ANNUAL COMMON CHARGES AND OTHER ITEMS OF INCOME AND EXPENSE MAY VARY FROM AMOUNTS SHOWN IN THE BUDGET BASED ON FACTORS SUCH AS INFLATION, CHANGES IN THE ECONOMY AND UNFORESEEN FACTORS.

Sponsor reserves the right to enter into additional or other service, maintenance, employment, concessionaire and other agreements that will be binding on the Condominium upon commencement of condominium operation. Sponsor shall not, however, enter into any binding service, maintenance, employment, concessionaire or other agreements that will materially increase the first year's projected Common Charges or that will be binding on the Condominium for a period of more than two (2) years, unless the Plan is amended.

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M. A. Mass, PE
D. C. Mass, PE
M. W. Maybaum, PE
E. Barbieri, PE
R. Leber, PE
F. I. Martinez, PE

November 10.2014

Mr. Neo Que Yau
118 East 59th Street Realty, LLC
c/o Unit 1901, Euro Trade Centre
21-23 Des Voeux Road
Central, Hong Kong

Re: 118 East 59th Street, New York, NY, Condo Common Budget Utility Costs
CA Job No.: 140211

The following is our estimated utility costs for the Condo Common Budget. Please note that we did not include any escalation in our estimates.

1. Heating & Domestic Hot Water for the Residential Section

   a. Heating for the Residential Section = $64,665

      The estimated cost for heating is based on $1.30 per Therm of gas and 49,742 Therms per year, which assumes maintaining 72° indoors with an outside temperature of +13° and a wind of 15 MPH.

   b. Domestic Hot Water for the Residential Section = $23,850

      The estimated cost for the domestic hot water gas fired unit is based on $1.30 per Therm and18,343Therms per year.

2. Cooking Gas for the Residential Section = $6,597
   The estimated cost for apartment cooking is based on an average usage of 175 Therms of gas per year per apartment at a cost of $1.30 per Therm for 29 apartments.

3. Water & Sewer for the Residential Section = $36,879/year

   The estimated cost for water and sewer is based on a combined charge of $9.27 per 100 cu. ft. and usage of 70 gallons per day per estimated occupancy. The estimated occupancy is based on an average of 4 persons per apartment for 29 apartments.

4. Water Charge for Cooling Tower Make-up = $4,055

   The estimated cost for water is based on a water charge of $3.58 per 100 cu. ft. and make-up for1500 total hours of cooling tower operation.

5. Common Area Electricity for the Residential Section = $93,750

   The estimated cost for common area electricity is based on an assumed consumption of 375,000 KWHRS per year and an average cost of $.25

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per KWHR. This is based on common area loads being supplied through a single house meter at Con Edison Rate SC9-1, and the rates are based on the currently effective rates. These rates include an estimated $0.01 fuel adjustment and Con Edison surcharge of 8%. Both the fuel adjustment and surcharge vary from month to month so an average was used in this cost estimate.

This electricity estimate does not include the cost of electricity in each apartment. The project will be master metered by Con Edison and each apartment will be electronically sub-metered and billed by the building condominium association.

Should any additional information be required, please call.

Very truly yours,
COSENTINI ASSOCIATES

Marvin Lewin
Vice President

Cc: Ashly Rivera, Cosentini Associates
Chole Cheng, 118 East 59th Street Realty, LLC
Calvin Poon, 118 East 59th Street Realty, LLC
Tingting Peng, 118 East 59th Street Realty, LLC
William Bernstein, Empire Projects

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September 12, 2014

Mr. Neo Que Yau
118 East 59th Street Realty, LLC
c/o Unit 1901, Euro Trade Centre
21-23 Des Voeux Road, Central, Hong Kong

Re: 118 East 59th Street, New York, NY
CA Job No.: 140211

Dear Mr. Yau:

The following are our estimates for the building's individual electric cost for the apartments. Please note that we did not include any escalation in our estimates.

Apartment Loads Electrical

- We have based the calculations on Con Edison metering of each apartment in the building on Con Edison rate PSC 9, SC 1. The calculations include the aforementioned assumptions regarding fuel adjustments and surcharges.

- The project will be master metered by Con Edison and each apartment will be electronically sub-metered and billed by the building condominium association. For the purposes of this analysis, we have estimated the monthly consumption for each type of apartment. Actual consumption, and therefore actual costs, will vary with usage of air conditioning, supplemental electric heat, laundry equipment, and other appliances.

- The estimated annual electric cost per apartment is based on an average cost or 0.25/kWH

Apartment Type	Annual Cost per Apartment #
Average One Bedroom	$6,632
Average Two Bedroom	$7,945
Average Duplex PH	$12,657
Average Triplex PH	$15,340

Should you need any additional information, please feel free to contact us.

Very truly yours,

TETRA TECH ENGINEERS, et.al., PC
d/b/a COSENTINI ASSOCIATES,

Marvin Lewin
Vice President

Cc: Ashly Rivera, Cosentini Associates
Chole Cheng, 118 East 59th Street Realty, LLC
Calvin Poon, 118 East 59th Street Realty, LLC
Tingting Peng, 118 East 59th Street Realty, LLC
William Bernstein, Empire Projects

FirstService
RESIDENTIAL

COMPLIANCE WITH REAL PROPERTY LAW SECTION 339(i)

January 29, 2015

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

Re: 118 East 59th Street Condominium
118 East 59th Street, New York, New York 10022

To whom it may concern:

FirstService Residential New York, Inc. is a licensed real estate brokerage firm in the State of New York, engaged in the management of over 250 condominium, cooperative and residential rental properties over the course of 25 years. The undersigned has no beneficial interest in Sponsor or the profitability of the subject project.

The undersigned has reviewed the allocation of common interests as shown on the Schedule A to be included in the Condominium described in the offering plan for the subject project.

The common interests among the Units have been allocated to each 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 Section 339-i(1)(iv) of the New York State Real Property Law.

Very truly yours,

FirstService Residential New York, Inc.

By: _____
Name: Marc Kotler
Title: Senior Vice President
New Development Group

Sworn to before me this
29th day of January 2015

_____
Notary Public

Brooke Rosenthal
Notary Public - State of New York
NO. 01RO6072178
Qualified in Nassau County
Commission Expires April 1, 2017

622 Third Avenue | New York, NY 10017
Tel 212.634.8900 | Fax 212.634.3946
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IX. Commercial Unit

There is one (1) Commercial Unit in the Building. The Commercial Unit is comprised of the ground floor, second floor and a portion of the cellar and consists of in the aggregate approximately nine thousand one hundred seventy one (9,171) square feet. No representation is made with respect to: (a) the uses to which the Commercial Unit or any part thereof may be put at any time; or (b) who will operate, or occupy as Commercial Unit Owner or tenant, the Commercial Unit or any part thereof at any time. Except as otherwise provided in the By-Laws, the Commercial Unit or any part thereof may be used by the Commercial Unit Owner (or any tenant or tenants thereof) for any lawful purpose.

Notwithstanding the foregoing, the Commercial Unit may only be used and occupied subject to the following:

(a) The Commercial Unit Owner shall not use or permit the use of the Commercial Unit or any part thereof in any way which would violate any of the covenants, agreements, terms, provisions and conditions of the Declaration, for any unlawful purposes, in any unlawful manner or in violation of the Certificate of Occupancy for the Building. The Commercial Unit Owner shall not suffer or permit the Commercial Unit or any part thereof to be used in any manner or anything to be done therein or anything to be brought into or kept therein which, in the reasonable judgment of Board of Managers, shall in any way impair or tend to impair the character, reputation or appearance of the Building as a first class luxury residential condominium building, impair or interfere with or tend to impair or interfere with any of the Building's services or impair or interfere with or tend to impair or interfere with the use of any of the other areas of the Building by, or occasion discomfort, inconvenience or annoyance to, any of the Residential Unit Owners or occupants of the Building.

(b) The sale or display of pornographic materials including, without limitation, books, photographs, magazines, and movies are specifically prohibited from any portion of the Commercial Unit. The determination of whether any material shall constitute pornographic material shall rest solely in Board of Manager's sole discretion.

(c) The Commercial Unit Owner shall not install any electrical or other equipment of any kind which, in the reasonable judgment of the Board of Managers, might cause any such impairment, interference, discomfort, inconvenience or annoyance to the Residential Unit Owners.

(d) The Commercial Unit Owner, and any tenant, subtenant, licensee or occupant of the Commercial Unit, shall not use, or permit the use of the Commercial Unit or any part thereof, for any of the following purposes: as a restaurant; any use which requires the Commercial Unit to be vented to comply with any applicable law (i.e. no stove, oven or other cooking equipment shall be installed at the Commercial Unit if same requires the Commercial Unit to be vented to comply with any Applicable Law); a supermarket; or a bar. Provided, however, that nothing contained herein shall prohibit (i) the sale of confectionery, beverages, sandwiches, soup, salads, ice cream or baked goods,

not prepared or produced at the Commercial Unit; (ii) the retail sale of prepared foods re-heated by non-vented heating equipment such as a microwave oven; (iii) the retail sale of coffee, tea and other hot beverages prepared at the Commercial Unit, subject to the foregoing; and (iv) the non-commercial service of coffee, tea, beverages and snacks to employees, guests, customers, business-invitees and clients of the Commercial Unit Owner and any tenant, subtenant, licensee or occupant of the Commercial Unit.

(e) Notwithstanding anything to the contrary contained in the Declaration, the following uses (each a "Prohibited Use") shall under no circumstances be permitted: (1) any use which produces noise or sound that is in violation of Applicable Law; (2) any use which produces noxious, toxic, caustic or corrosive fuel or gas; (3) any use which produces fire, explosion or other damaging or dangerous hazard (including the storage, display or sale of explosives or fireworks or hazardous materials); (4) any establishment selling or exhibiting pornographic materials; (5) a massage parlor, or the business of "adult" materials, including, without limitation, magazines, books, movies, videos, and photographs; (6) any business offering strip shows or "adult" live entertainment of any kind; (7) pawn shop; (8) flea market; (9) carnival, amusement park or circus; (10) casino, gaming hall, off-track betting facility, or other gambling operation or facility; or (11) any illegal activity or any activity constituting a nuisance.

(f) The Commercial Unit Owner shall use, occupy, operate and maintain the Commercial Unit throughout the term as a retail establishment, in a reputable manner consistent with the standards of the Building, in a manner that will not detract from the character, appearance or dignity of the Building as a first class luxury residential condominium building, in accordance with all Applicable Law and the provisions of the Declaration. The Commercial Unit Owner shall not use or occupy or suffer the use or occupancy of any part of the Commercial Unit in a manner constituting a Prohibited Use. If Commercial Unit Owner uses or suffers the use of the Premises for a purpose which constitutes a Prohibited Use, violates any legal requirements or causes the Building to be in violation of any Applicable Law, then Commercial Unit Owner shall promptly discontinue such use upon notice of such violation.

(g) At all times, (i) the business to be conducted at, through and from the Commercial Unit and the kind and quality of the merchandise and services offered in the conduct thereof shall be reputable in every respect, and shall be only such as are in keeping with the standards for the Building, (ii) the sales methods employed in said business, as well as other elements of merchandising, display and advertising, shall be in conformity with standards for the Building as a first class luxury residential condominium building and (iii) the appearance of the Commercial Unit (including the lighting and other appurtenances thereto), and the appearance, number, location, nature and subject matter of all displays and exhibits placed or installed in or about the Commercial Unit, shall at all times be consistent with the standards for the Building.

(h) The Commercial Unit Owner, and any tenant, subtenant, licensee or occupant of the Commercial Unit, shall not use, or permit to be used, any sound broadcasting or amplifying device which can be experienced or heard outside of the Commercial Unit. If at any time, the occupants of the Property complain of excessive noise, excessive vibration or other unreasonable disturbance from the

Commercial Unit, or noxious fumes odors or gases emitted or emanating from the Commercial Unit, the Commercial Unit Owner shall immediately take such steps as required under the circumstances to cease such disturbance, emission or emanation. If such steps are insufficient, the Commercial Unit Owner shall be required to cease the activity causing such disturbance, emission or emanation upon the Commercial Unit Owner's receipt of written notice from the Board of Managers, and the Commercial Unit Owner shall eliminate from the Commercial Unit all noxious fumes, odors or gases created by the Commercial Unit Owner, and/or its tenants, subtenants, licensees and occupants, and all such fumes, odors or gases shall be prevented completely from entering any portion of the Property. Without limitation of the foregoing, in the event of any excessive noise or other nuisance emanating from the Commercial Unit, the Commercial Unit Owner, at its sole cost and expense, upon demand from the Board of Managers, shall install such noise reduction and other corrective and remedial regimes as the Board of Managers, in its reasonable discretion shall require.

(i) The Commercial Unit Owner, and any tenant, subtenant, licensee or occupant of the Commercial Unit, shall not use, or permit the use of the Commercial Unit or any part thereof, for any use (i) which would include sidewalk activity, other than deliveries in the ordinary course of the business of the occupants of the Commercial Unit; (ii) which would require a loading dock; or (iii) involving hazardous materials, other than *de minimus* amounts of hazardous materials customarily used in retail operations, such as cleaning materials and toner, so long as such materials are used, disposed of and stored in compliance with applicable laws and regulations. In addition, in no event shall the Commercial Unit Owner and any tenant, subtenant, licensee or occupant of the Commercial Unit, utilize (i) any part of the residential portions of the Building; (ii) any of the services provided to the Residential Units, including, without limitation, the concierge and doorman staff; or (iii) have any deliveries to the Commercial Unit be made through the residential portions of the Building.

The Sponsor and/or Owner of the Commercial Unit shall have the right, without the consent of the Board of Managers other Unit Owners or the holders of mortgages on Units, whether before or after the recording of the Declaration of Condominium, to (a) make non-structural alterations, additions or improvements, interior and exterior, ordinary and extraordinary into and upon their Units; and (b) alter or improve any Commercial Limited Common Elements; provided, however, that in each instance the Commercial Unit Owner shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold the Board of Managers and all other Unit Owners harmless from any liability arising therefrom.

The Owner of the Commercial Unit shall have easements for (i) the installation, maintenance, repair and replacement of signs, flues, vents, air-conditioning, heating, ventilation water and other mechanical lines and fixtures and equipment as and to the extent any such signs, flues, vents, air-conditioning, heating, ventilating, water, electrical, utility and other mechanical lines and fixtures and equipment exist as of the creation of the within condominium regime, (or, to the extent any such signs, flues, vents, air-conditioning, heating, ventilating, water, electrical, utility and other mechanical or utility lines and fixtures and equipment are at any time re-located elsewhere in the Building by the Condominium, as may reasonably be required in the future), on the exterior

walls and through the Common Elements of the Building, and in, through under and over any Commercial Unit and any Unit resulting from the subdivision of the Commercial Unit (s); and (ii) access to any equipment that services the Commercial Unit, if any, and which is located in the General Common Elements or Residential portion of the Building of the Residential Limited Common Elements. The Commercial Unit shall be subject to easements in favor of any other Units for the installation, maintenance, repair and replacement of gas, electricity, heating, air-conditioning, ventilating and water and other mechanical lines and fixtures and equipment serving the Commercial Unit.

The Commercial Unit Owner (or any tenant or occupant of the Commercial Unit) may erect or display signs on the front façade and exterior of the Commercial Unit, subject to prior written consent of the Board of Managers, which consent shall not be unreasonably withheld, delayed or conditioned, provided the Commercial Unit Owner complies with the following; (i) the Commercial Unit Owner obtains, at its sole cost and expense, all required permits; (ii) the Commercial Unit Owner obtain such additional insurance coverage(s) as may be reasonably requested by the Board of Managers; (iii) the Commercial Unit Owner agrees to hold the Board of Managers and all other Unit Owners harmless from any liability arising from the installation of any such signs; (iv) any such signs comply with all Applicable Law; and (v) any such signs shall be consented to by the Board of Managers, such consent not to be unreasonably withheld, conditioned or delayed.

The Commercial Unit Owner shall have the right, without the payment of any fees or charges to the Board, to sell or lease the Commercial Unit without the Board of Managers having any right of first refusal to purchase or lease, or to procure a third party to purchase or lease, the same, and all sales and rental proceeds shall belong solely to the Commercial Unit Owner. The sale or lease of a Residential Unit is subject to the Board of Manager's right of first refusal. Such distinction will not have a material adverse impact upon the Condominium.

The Commercial Units' obligation to pay common charges is based upon its percentage of common interest in the building times the projected expenses set forth in the budget. As set forth in Schedule B, the Commercial Unit Owner is obligated to pay as part of its monthly common charges a portion of the following expenses: payroll; repairs and maintenance; service contracts; insurance; management fees; legal and audit fee; other miscellaneous expenses; and the contingency amount. The Commercial Unit Owner is not obligated to pay any part of electricity, gas and water and sewer charges since such budget line items exclusively benefits the Residential Unit Owners, and are services which are not fairly attributable to the Commercial Units' use of the Common Elements. The common charges paid by the Commercial Unit Owner are sufficient to cover the expenses fairly attributable to the Commercial Unit and reflect the special and particular use and benefit derived by the Commercial Unit Owner of the various budget line items. In accordance with Article THIRTEENTH of the Declaration and Article VI, Section 8 of the By-laws, the Board of Managers are authorized, pursuant to Real Property Law § 339-m to specially allocate various expenses among the Residential and Commercial Unit Owners to the extent various service and budget items more exclusively benefit the respective units.

X. Changes in Prices or Units

Sponsor will not make any changes in the size or number of Units and/or their respective percentage of Common Interest, and no material change will be made in the size or quality of Common Elements except by amendment to the Plan and when applicable, to the Declaration of Condominium (if the Declaration was filed prior to such change) without the consent of all Unit Owners directly affected.

Unless the Purchaser consents in writing, Sponsor will not make any material change in Unit size, layout or percentage of Common Interest directly affecting or servicing the Unit if a Purchase Agreement has been executed and delivered to Sponsor for that Unit and the Purchaser is not in default.

Unless all Purchasers consent in writing, no material change will be made in the size and no material adverse change will be made in the quality of Common Elements.

The prices for these condominium interests may be changed from those set forth in this offering Plan so that Purchasers may pay different prices for similar interests. No such change will be made other than pursuant to a duly filed amendment, when such change is an across the board increase or decrease affecting one or more lines of Units or models or is to be advertised, or is a price increase for an individual Purchaser. Sponsor reserves the right to decrease the sales price below the offering Plan prices without filing an amendment to the Plan at any time during the offering where a reduction in sales prices does not constitute a general offering but is rather the result of an individually negotiated Unit purchase.

The Sponsor further reserves the right but not the obligation to negotiate with a Purchaser on an individual basis in connection with all other aspects of the purchase prices including but not limited to: improvements to the Unit or the fixtures or equipment contained therein or credits or allowances therefor; treatment of reduced and/or split Downpayment; payment of all or part of the Purchaser's acquisition costs such as, but not limited to: closing costs attorneys' fees, transfer taxes; and any and all other costs relating to the cost of acquiring title to the Unit; maintenance subsidies or rebates or other costs associated with maintaining a Unit as a credit against the purchase price or payable on a periodic basis or in any other manner as may be negotiated between the parties. In the event the Sponsor offers a subsidy or rebate the total amount of such subsidy or rebate will be placed in an escrow account. Any interest that may accrue in said account will inure for the benefit of the Sponsor. As a result a Purchaser may receive different terms for the purchase of a Unit as prior or subsequent purchasers for a similar Unit. Furthermore the Sponsor reserves the right to amend the Plan from time to time to add and/or delete negotiable terms pursuant to the General Business Law §352-e.

XI. Reservation of Air/Development Rights

Sponsor has retained and expressly reserves all excess air or developmental rights, including, without limitation, any additional development rights that may result from a change in the Zoning Resolution (collectively, the "Air Rights") otherwise appurtenant to the Property and not used in connection, with the original construction of the Property as described in this Plan. As a result, unless Air Rights are separately acquired therefor on behalf of the Condominium or a Unit Owner, as the case may be, any future expansion of the Property by the Condominium Board or of a Unit by any Unit Owner as may otherwise be permitted pursuant to applicable law may not be possible or may be limited. Further, as a result of such reservation by Sponsor, the Sponsor may transfer or sell such Air Rights to the owner(s) of adjoining properties and in such case such properties may be increased as a result of such transfer or sale.

The Air Rights reserved by Sponsor will not be used to add additional floors to the top of the Building. Except in the case of a sale or transfer for use in connection with other properties, the reserved Air Rights will be used in the Property solely for the purpose of reconfiguring certain areas (e.g., adding mezzanine space, converting mechanical space to space used for other purposes) which, pursuant to the applicable provision of the Zoning Resolution, will require the use of Air Right in excess of those used in connection with the initial construction of the Building in accordance with the Plan. Without limitation, Sponsor expressly reserves the right to create additional Units by adding floor slabs within multi-floor or double-height Units or to increase the size of existing Units by extending partial floor slabs within double height units into full floor slabs. Floors will only be added to vacant Units. In the event Sponsor creates such additional Units, Purchasers shall have no right of rescission with respect to their Unit(s). In no event shall any material changes be made to any Unit for which a Purchase Agreement has been entered into, without the prior written consent of the Purchaser thereunder. All alterations performed by the Sponsor utilizing such Air Rights shall be in accordance with all applicable law, and the Sponsor shall obtain, at its sole cost and expense, all necessary permits and approvals. In the event such excess Air Rights are transferred to the owner(s) of adjoining properties, a Unit Owner's views and exposure to light may be affected. However, at the present time, there are no excess Air Rights appurtenant to the Property.

XII. Procedure to Purchase

The Sponsor hereby offers for sale at this time the Residential Units, Storage Unit License Agreements and Commercial Unit as herein set forth. Occupancy of a Residential Unit or portion of a Residential Unit by a lessee or lessees of the Residential Unit Owner for the purposes set forth in this paragraph shall be deemed in accordance with residential occupancy.

The sales price at which the Units are being offered are shown in detail in Schedule A. The Sponsor reserves the right to change the sales price. Any such change will not affect the Common Interest of the Unit. However, some Purchasers may pay less or more for the same model unit.

Any person may accept Sponsor's offer to sell the Units by entering into a Purchase Agreement with the Sponsor. The Agreement provides that the Purchaser will purchase from the Sponsor a designated Unit in the 118 East 59th Street Condominium described in the Declaration creating such Condominium.

A person wishing to purchase a Unit in the Condominium will be required to execute in triplicate a Purchase Agreement in the form set forth at Part II Exhibit A of this Plan and return it to the Sponsor together with a check representing a Downpayment toward the purchase price in the amount of fifteen percent (15%) of the purchase price. In addition, each Purchaser shall be required to pay an additional deposit of ten percent (10%) of the purchase price within the earlier to occur of (i) four (4) months of the execution of the Purchase Agreement or (ii) within thirty (30) calendar days of the Presentation Date of the amendment declaring the Plan effective. All Downpayment checks must be drawn on a bank in New York City which is a member of the New York Clearing House Association or be a cashier's check or unendorsed certified check drawn on a bank organized in accordance with the laws of the United States of America or any of the states thereof. This Downpayment may be increased for special work ordered by Purchaser.

The Purchase Agreement is not contingent upon financing. However, the Sponsor reserves the right to negotiate with Purchasers all aspects of the purchase price of the Units, including but not limited to, conditioning the Purchase Agreement upon financing, reducing the Downpayment deposit towards the purchase price, extension of period to secure financing, and other items of cost as set forth in section entitled "Changes in Prices or Units" herein.

Purchaser will be afforded a minimum of three (3) business days to review this Offering Plan and all filed amendments prior to executing a Purchase Agreement.

With respect to the purchaser of a Storage Unit , no proposed Storage Unit licensee shall be required to close upon the purchase of the Storage Unit until a permanent or temporary certificate of occupancy, permitting the storage uses provided for thereunder, is issued by the DOB. A copy of the Storage Unit License Agreement is included in the Plan at Part II, Exhibit I.

The Escrow Agent:

The law firm of Goldberg Weprin Finkel Goldstein LLP, with an address at 1501 Broadway, 22nd Floor, New York, NY 10036, telephone number (212) 221-5700, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorney to serve as signatory: Andrew W. Albstein, Iris Albstein, Steven Uffner, Arnold Mazel. The designated signatory is admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

The Escrow Account:

The Escrow Agent has established the escrow account at New York Community Bank, located at 102 Duffy Avenue, 3rd Floor, Hicksville, in the State of New York ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled "Goldberg Weprin Finkel Goldstein LLP 118 East 59th Street Special Account" ("Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of Two Hundred Fifty Thousand Dollars ($250,000.00) per deposit. Any deposit in excess of Two Hundred Fifty Thousand Dollars ($250,000.00) will not be insured, unless Escrow Agent has established multiple accounts on behalf of Purchaser at various institutions.

All Deposits received from Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made payable to or endorsed by the Purchaser to the order of Goldberg Weprin Finkel Goldstein LLP, as attorney, as Escrow Agent.

Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of the Purchase Agreement.

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

The Purchase Agreement:

The Purchase Agreement is attached hereto as Exhibit "A" in Part II of the Plan. The relevant escrow trust fund provisions are included in Paragraph 17 of the Purchase Agreement, which must be executed by the Escrow Agent.

Notification to Purchaser:

Within five (5) business days after the Purchase Agreement has been tendered to Escrow

Agent along with the Deposit, the Escrow Agent shall sign the Purchase Agreement and place the Deposit into the Escrow Account. Within ten (10) business days of placing the Deposit in the Escrow Account, Escrow Agent shall provide written notice to Purchaser and Sponsor, confirming the Deposit. The notice shall provide the account number and the initial interest rate to be earned on the Deposit. Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of the Purchase Agreement.

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

Release of Funds:

All Deposits, except for advances made for upgrades, extras, or custom work received in connection with the Purchase Agreement, are and shall continue to be the Purchaser's money, and may not be comingled with any other money or pledged or hypothecated by Sponsor, as per GBL § 352-h.

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

The Escrow Agent shall release the Deposit if so directed:

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

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

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

If the Escrow Agent is not directed to release the Deposit pursuant to paragraphs (a) through (c) above, and the Escrow Agent receives a request by either party to release the Deposit, then the Escrow Agent must give both the Purchaser and Sponsor prior written notice of not fewer than thirty (30) calendar days before releasing the Deposit. If the Escrow Agent has

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

The Sponsor shall not object to the release of the Deposit to:

(a) a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Plan or an Amendment to the Plan; or

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

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

Waiver Void:

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

The Escrow Agent will maintain all records concerning the escrow account for seven (7) years after the release of funds.

As an alternative to depositing Downpayments in escrow as set forth above, Sponsor may apply to the Attorney General to use security in the form of surety bonds issued by a licensed insurance company or a letter of credit in lieu of escrow of such funds upon showing of adequate insurance of such funds to the satisfaction of the Attorney General. Such bonds or letter of credit insures the return of such monies, which bonds or letters of credit is to be delivered to Purchaser. If an application for alternate security is approved by the Attorney General, an amendment to this Plan will be filed disclosing same.

If this Plan is abandoned, as provided in the section entitled "Effective Date" herein, all Downpayments, with any accrued interest thereon, will be fully returned to Purchasers within five

(5) calendar days after the amendment abandoning the Plan is accepted for filing, except Downpayments of any Purchaser who is then in default under a Purchase Agreement beyond any applicable grace period. In addition, if the closing under a Purchase Agreement does not occur for any reason other than the default of Purchaser, the Downpayment, with any interest accrued thereon, will be fully refunded to Purchaser.

In the event a refund of a Downpayment is made, the refunded amount shall include the Downpayment and any unexpended portion of any sums paid by such Purchaser for special orders, together with all interest earned thereon. Notwithstanding the foregoing, all sums deposited with the Sponsor shall be refunded to the Purchaser after the abandonment of the Plan.

In accordance with Paragraph 9 of the Purchase Agreement, the time for the payment of the Downpayment and the balance of the purchase price and the performance of Purchaser's other obligations under the Purchase Agreement is of the essence of said Agreement. If Purchaser fails to timely make any of such payments when required or fails to perform any of Purchaser's other obligations under the Purchase Agreement and does not cure said default within thirty (30) calendar days after Sponsor gives written notice to Purchaser of Sponsor's intention to cancel the Purchase Agreement, Sponsor may, at its option, cancel the Purchase Agreement. If Sponsor elects to cancel the Purchase Agreement, Sponsor shall retain as liquidated damages all sums deposited by Purchaser under the Purchase Agreement including the Downpayment, with any interest thereon, and the actual cost of any special work ordered. Thereafter, neither party shall have any rights or obligations against or to the other.

After the Plan has been declared effective, the Purchasers will be given not less than thirty (30) calendar days written notice of the closing of title on their Units. This thirty (30) calendar day notice period may be waived by Purchasers. The notice will provide that the balance of the purchase price will be due at closing of title. The balance of the cash portion of the purchase price must be paid by a cashier's check or unendorsed certified check drawn on a bank organized in accordance with the laws of the United States of America or any of the states thereof, and a member of the New York Clearing House Association, payable to the order of Sponsor or its designees. The notice to Purchaser will also specify when Common Charges will be due and payable.

If Purchaser fails to close title as a result of his default under the Purchase Agreement, Sponsor will give written notice to Purchaser of such default and if such default is not cured within thirty (30) calendar days from the mailing date or personal delivery of such notice, Sponsor may (but will not be obliged to) elect to cancel the Purchase Agreement by written notice to Purchaser. In such event the monies held by the Escrow Agent with any interest thereunto will be paid over to Sponsor as and for liquidated damages and thereafter the Purchase Agreement will become null and void.

Any funds paid by Purchaser in connection with agreed-upon upgrades and changes to the Unit, shall initially be placed in the master Escrow Account ("Unit Upgrade Funds"). Purchasers should note that such funds may be released from the master Escrow Account by Escrow Agent to Sponsor to pay, or reimburse Sponsor, for such upgrades or extras. As a result, in the event Sponsor cancels the Purchase Agreement or Purchaser is entitled to rescind the Purchase Agreement in

accordance with the Plan, Purchaser will not receive a refund of any of the Unit Upgrade Funds, except if Sponsor abandons or withdraws the Plan, in which case the Unit Upgrade Funds shall be returned to Purchaser. In addition, in the event any such Purchaser defaults under his or her Purchase Agreement, such Purchaser shall also be liable for the cost of restoring the Unit to its condition prior to the installation of any such upgrades and changes.

The risk of loss from fire or other casualty with respect to each Unit will remain with Sponsor until the closing of title for the particular Unit.

Purchasers of the Units offered under this Plan shall be required to deliver the Downpayment together with the execution and delivery of a Purchase Agreement, in the form set forth in Part II, Exhibit 1 of this Plan. The Purchase Agreement is not contingent upon Purchaser's obtaining financing for the balance of the Purchase Price of the Unit. Any Purchaser who does not pay the balance of the Purchase Price as specified in the Purchase Agreement may forfeit the Downpayment made thereunder.

Within twenty (20) calendar days of receiving four (4) copies of a Purchase Agreement, each executed by Purchaser, together with the required Downpayment, Sponsor must either accept the Purchase Agreement by returning to Purchaser a fully executed copy of the Purchase Agreement, or reject the Purchase Agreement and return to Purchaser the Downpayment tendered. If Sponsor takes no action within said twenty (20) calendar day period the Purchase Agreement will be deemed null and void.

Sponsor expects the first closing of a unit to occur on or about December 1, 2017. If such date is delayed twelve (12) months or more, Purchasers will be offered rescission.

Purchasers should also note that even if the first closing occurs on or before December 1, 2017 (or such other date projected as the date of commencement of operation at the time the purchase agreement was entered into) or within the twelve (12) month period thereafter, the closing of subsequent units may be substantially delayed beyond such dates if a temporary certificate of occupancy has not been issued for such units or for the floor on which such units are located. In such case, provided that the Sponsor is diligently pursuing completion of construction and issuance of a certificate of occupancy and is otherwise in compliance with its obligations under the Plan, a Purchaser will not be entitled to a right of rescission or to make claims against the Sponsor for damages or losses as a result of such delays and will not be excused from paying the full purchase price for the Unit. Prospective Purchasers should therefore carefully consider the possibility of such delays in their determination as to whether to purchase a unit. In the event, however, Sponsor cannot convey title to the first Unit on or before twelve (12) months from the date set forth in the Procedure to Purchase section of the Plan, as such section may be amended, all Purchasers will be offered a right of rescission.

Any conflict between this Plan and the Purchase Agreement will be resolved in favor of this Plan. In no event may the Purchase Agreement contain, or be modified to contain, any provision waiving Purchaser's rights, other than the ability of Purchaser to waive his right to thirty (30) days

notice prior to the closing of title to Purchaser's Unit. In no event may the Purchase Agreement contain, or be modified to contain, any provision abrogating Sponsor's obligations under this Plan or under Article 23-A of the General Business Law of the State of New York. Purchase Agreements are not assignable by Purchaser without Sponsor's prior written consent.

Each Purchaser is required to sign a power of attorney to the Board of Managers of the Condominium at the closing of title to his/her Unit. In the event Purchaser fails to sign the power of attorney to the Board of Managers the closing of title will not occur, the Purchaser shall be in default under his/her Purchase Agreement and Sponsor shall keep the Downpayment together with all interest earned thereon.

A Purchaser does not have the right to assign his/her Purchase Agreement without the prior written consent of Sponsor, which consent may be unreasonably withheld or delayed. Any purported assignment by Purchaser in violation thereof will be voidable at the option of Sponsor.

XIII. Effective Date

The Sponsor's offer to sell the Units is contingent upon the Plan being declared effective and upon compliance with the relevant conditions and time periods described in the Plan. No closing to a Unit will be held until the Plan is declared effective.

The Plan shall be declared effective by notice to all Purchasers. Within five (5) calendar days thereafter, the Sponsor shall submit to the Department of Law an amendment to the Plan, which amendment shall conform to Section 20.5(e) of the Part 20 Regulations. The closing of the first unit shall not occur until the Plan is declared effective and the effectiveness amendment is accepted for filing by the Department of Law.

The Sponsor may not declare the Plan effective unless bona fide Purchasers, including investors, have signed Purchase Agreements for at least fifteen percent (15%) of the Units offered under the Plan (i.e., five (5) Units). The plan must be declared effective when Purchase Agreements have been accepted by Sponsor for eighty percent (80%) or more of the Units offered under the Plan (i.e., twenty-four (24) Units).

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) if the Purchaser was not afforded not fewer than three (3) business days to review the Plan and all filed amendments prior to executing the Purchase Agreement; or (iii) with any Purchaser who is the Sponsor, the selling agent, or the managing agent or is a principal of the Sponsor, the selling agent or the managing agent or is related to the Sponsor, the selling agent or the managing agent or to any principal of the Sponsor or the selling agent or the managing agent by blood, marriage or adoption or as a business associate, an employee, a shareholder or a limited partner; except that such a Purchaser other than the Sponsor or a principal of the Sponsor may be included if the Sponsor has submitted proof satisfactory to the Department of Law establishing that the Purchaser is bona fide.

If the Plan has not been declared effective, the Sponsor has the option not to close title to the Units and to abandon the Plan at any time if less than eighty percent (80%) in number of all the Units being offered has not been sold. In the event Sponsor exercises such option, it shall abandon the Plan by the filing of an amendment disclosing said fact together with Form RS-3 and will forthwith return to the Purchasers all monies paid with interest, if any, within five (5) calendar days of the acceptance of filing of the amendment which disclosed the abandonment of the Plan.

Sponsor may not abandon the Plan after effectiveness for any reason other than (i) a defect in title which cannot be cured without litigation or cannot be cured for less than one-half of one percent (0.5%) of the total offering amount, or (ii) substantial damage or destruction of the Building by fire or other casualty which cannot be cured for less than one-half of one percent (0.5%) of the total offering amount, or (iii) the taking of any material portion of the Property by condemnation or eminent domain. In addition, the Sponsor may not abandon the Plan for any judgments or liens against the Property which were known to the Sponsor and its principal on the date that the Plan is accepted for filing or result from the act of the Sponsor or any of its principals. In the event Sponsor

abandons the Plan for any of the reasons set forth herein, then it will do so by filed amendment to the Plan. All monies advanced by Purchasers will be returned to them within five (5) calendar days of the acceptance of filing of the amendment which disclosed the abandonment of the Plan.

The amount relied upon in subdivision (i) and (ii) herein as a basis for abandonment after effectiveness excludes any attorneys' fees or any such title defect determinations of any authority or regulation association which exist on the date of presentation of the Plan and are either known to the Sponsor or are a matter of public record.

XIV. Terms of Sale

At closing of title, good and marketable title to the Unit and its appurtenant interest in the Common Elements will be conveyed by the Sponsor to the Purchaser by Bargain and Sale Deed with Covenants against Grantor's Acts, in the form set forth in Part II of this Plan.

Title to each Unit and its appurtenant interest in the Common Elements will be conveyed at closing free and clear of all liens, encumbrances, title exceptions other than those described in the Plan and the proposed Unit deed except as set forth below. The title company will affirmatively insure that none of the following exceptions affect the use and maintenance of any such Residential Unit for residential occupancy purposes.

1. Any statement of facts which an accurate survey of the Property might show.

2. Any sewer, water gas, electric, drainage, telephone, cable television or utility easements granted or to be granted hereafter.

3. All of the terms, covenants and conditions of the Declaration, the By-Laws and the Building Plans as they are subsequently filed or recorded and the Offering Plan and any amendment thereto.

4. All easements set forth in the Declaration and By-Laws as they are subsequently recorded and in the Offering Plan and Purchase Agreement including the following. Any inconsistency between the terms of this Section 4 and the terms of the Declaration and By-Laws, copies of which are annexed to this Plan as Part II, Exhibits F and G, respectively, shall be governed and construed in accordance with the terms of the said Declaration and By-Laws:

(a) Easements in favor of the Owners of other Units to use the wires, conduits, cable television and all other public utility lines located in the Common Elements or in the Unit itself servicing such other Units and/or the Common Elements.

(b) Easements in favor of the Board of Managers, its agents, contractors or employees to have a right of access to the Unit and to all the Common Elements to inspect, maintain or repair or to make repairs to the Unit to prevent damage to the Common Elements or any other Units, to make repairs to the Common Elements, to any wires, pipes, conduits or cable television system servicing any of the Units or to make repairs to any other Unit.

(c) Easements in favor of those Units having restricted use to portions of the Common Elements; and

(d) Easements in favor of the Commercial Unit Owner to erect and maintain signs as more particularly described in the Declaration and By-Laws.

(e) Easements in favor of the Commercial Unit Owner(s) as more particularly described in the Declaration and By-Laws.

(f) Easements for the continuance of encroachments on the Unit and on the Common Elements by other Units or portions of the Common Elements, now or hereafter existing by reason of the rehabilitation of the Units, or hereafter occurring by reason of the settling or shifting of the Units or by reason of the repair and/or restoration by the Board of Managers of the Units or such other Units or such Common Elements, after damage by fire or other casualty or after taking in condemnation or eminent domain proceedings or by reason of an alteration to the Common Elements made by the Board of Managers, so that any such encroachments may remain as long as the Units stand.

(g) Easements in favor of the Residential Unit Owners for access through the basement to the meter room and any other machinery which services the entire Building or the Residential Units.

(h) The rights reserved in the Declaration of Condominium to establish, grant and create additional utility easements in, under and through the Property, to relocate existing easements in any portion of the Property and to dedicate any or all of such facilities to any governmental body, public benefit corporation or utility company.

(i) Easements for ingress and egress and for construction, installation, operation and maintenance of municipal and private service facilities and utilities, if any.

(j) Right of access of other Unit Owners through the General Common Elements to the public streets; and

(k) Easements to the Sponsor and any Sponsor affiliate and their successors, assigns, invitees, licensees, contractors and employees, on, in, over and across the Property in connection with the development, maintenance and/or operation by it or its designees of the Condominium or any projects in the vicinity of the Property or any adjoining properties for the construction installation, maintenance, ingress to and egress from the right to use (in common with Unit Owners) all lines, poles, pipes, flues, chutes, conduits, ducts, cables, wires, sewer and storm drainage facilities, water, sewer, electric, plumbing, heating, gas telephone, cable television and other utility lines servicing or located on the Property, supports, enclosures, fire walls, roofings, footings, floorings, foundations, underpinnings, bearing walls, vents, flues or the like; provided such use does not materially interfere with the use of same by the Condominium; (ii) ingress to and egress from all land areas of the Condominium, and the use thereof (in common with Unit Owners) for any lawful purpose; (iii) the purpose of exhibiting any model Units and the common properties to prospective Purchasers or tenants in any other property in the vicinity of the Property which may be developed by the Sponsor or its affiliate, and (iv) the erection, maintenance, repair and replacement from time to time of one or more signs on the site for the purposes of advertising the sale of Units in the Condominium and the leasing of space in any Unit in the Condominium.

5. The lien of unpaid real estate taxes, water charges or sewer rents, provided same are adjusted at the closing of title.

6. Easements and rights of others, including utility companies, to operate and maintain any underground utility lines and the overhead lines and utility poles.

7. Encroachments of walls, watertables, stoops, areas, cellar, steps, trim, coping foundations fences cornices and similar projections, if any, on, over and under the Property or the streets of sidewalks abutting the Property and the right of governmental authorities to require the removal of any such projections, and variations between record lines of the Property and retaining walls, if any.

8. All matters set forth in Resource Abstract Title Report No. RAC-2798.

9. Standard printed exceptions contained in the form of title insurance policy then issued by the title insurance company insuring Purchaser's title to his/her Unit.

In the event any existing mortgages or construction loans will not be satisfied at or prior to the closing of the first unit, each such mortgagee shall at the time of conveyance of the first unit:

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

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

(iii) release its lien on the condominium unit being conveyed and its interest in the common elements.

An FCO for the Building may not be issued prior to the closing of the first Unit. In such event the Sponsor will hold and continue to hold all deposits, funds and other sums paid pursuant to the Purchase Agreement in escrow pursuant to General Business Law §§ 352-e(2)(b) and 352-h unless Sponsor's engineer or architect or other qualified expert certifies that a lesser amount will be reasonably necessary to complete the work needed to obtain a FCO. Any sum of money exceeding the amount certified by the Sponsor's engineer, architect, or other qualified expert will be released to the Sponsor. Upon the issuance of the FCO, such escrow deposit will be released to Sponsor without the consent of any other party. Alternatively, Sponsor may deposit with an escrow agent an unconditional, irrevocable letter of credit or post a surety bond in the amount so certified or provide other collateral acceptable to the Department of Law. Sponsor expects to obtain a FCO by December 1, 2017. Notwithstanding anything to the contrary contained herein, all deposits and funds being held or to be held in escrow may be released from escrow if such monies are used to complete the work (including but not limited to construction, applications, permits, licenses, interest, taxes, fees etc.) needed to obtain a FCO.

Purchasers are advised that in New York City, newly constructed and newly renovated

buildings are sometimes offered as condominium projects without a FCO covering the entire building but with only a TCO, and sometimes with several successive TCO's. Certificates of occupancy are generally governed by Section 301 of the New York Multiple Dwelling Law and local building codes and rules. Both TCOs and FCOs are issued by the New York City Department of Buildings ("DOB"). A TCO is intended to indicate that the property conforms substantially to the DOB approved plans and specifications, and to the requirements of all applicable laws, rules, and regulations for the uses and occupancies specified in the TCO. No change of use or occupancy shall be made unless a new certificate of occupancy is issued. All TCOs have an expiration date. A TCO typically expires ninety (90) days after the date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or sell units. In New York City, it is common for sponsors to commence unit closings when some or all units are covered by a TCO rather than a FCO. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to expiration thereof and ultimately for obtaining a FCO covering the entire building within two (2) years from the date of the issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that DOB will issue the FCO within such two (2) year period.

NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE THE FCO FOR THE ENTIRE BUILDING, AND SHALL EXERCISE BEST EFFORTS TO OBTAIN THE FCO WITHIN SUCH TWO (2) YEAR PERIOD WHILE KEEPING THE TCO CURRENT. Unit owners and the Board of Managers shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings.

Purchasers are advised to visit the DOB website for further recommendations when purchasing a unit in a building that does not have a FCO. A Factsheet on Certificates of Occupancy is available on the DOB website at:

http://www.nyc.gov/html/dob/downloads/pdf/co_factsheet.pdf

The risk of loss for fire or other casualty with respect to each Unit will remain with Sponsor until the closing of title for the particular Unit. Accordingly, any casualty that occurs prior to the Closing shall be repaired by the Sponsor, subject to the Plan and Purchase Agreement. Any casualty that occurs after a Purchaser closes upon the purchase of the respective Unit, shall be the sole responsibility of the Purchaser, as Unit Owner.

All personal property located within the Unit on the date the Purchase Agreement is signed or located within the Common Elements on the date the Declaration is filed, that is owned by the Sponsor or the Owner of the Property, is included in the conveyance unless specifically excepted in the Offering Plan.

The Declaration, By-Laws and floor plans for the Condominium and such other documents, as required by law, will be recorded or filed in the City Register's office prior to the first conveyance of title to a Unit in accordance with the New York Condominium Act.

10. Anything herein to the contrary notwithstanding, closings of Units will take place only concurrently with the issuance of a temporary or permanent certificate of occupancy for the entire project or, issuance of a partial, temporary or permanent certificate of occupancy for the unit closed or the building in which the unit is located.

XV. Unit Closing Costs and Adjustments

A. The estimated closing costs and expenses to be borne by each Purchaser are as follows:

Fee title insurance is available from Resource Abstract as at the estimated rates of $402.00 for the first $35,000.00 or fraction thereof of fee title insurance, approximately $6.67 for each additional $1,000.00 of insurance up to $50,000.00 or fraction thereof, approximately $5.43 for each additional $1,000.00 of insurance up to $100,000.00 or a fraction thereof, approximately $4.36 for each additional $1,000.00 of insurance up to $500,000.00 or fraction thereof, approximately $3.98 for each additional $1,000.00 of insurance up to $1,000,000.00 or fraction thereof, approximately $3.66 for each additional $1,000.00 of insurance up to $5,000,000.00 or fraction thereof, and approximately $2.30 for each additional $1,000.00 of insurance up to $10,000,000.00 or fraction thereof

If Purchaser obtains a mortgage from a lending institution, Purchaser may expect to incur the following costs:

1. Legal fees of the lending institution's attorney;

2. Mortgage title insurance policy costs for a mortgage title insurance policy naming the lending institution as the insured. Mortgage title insurance rates as quoted by Resource Abstract effective as of the date of this Plan as follows. Please note that the following premium rates are discounted based upon the simultaneous purchase of a fee and mortgage title insurance policies. $103.20 for the first $35,000.00 or fraction thereof of insurance, approximately $1.66 for each additional $1,000.00 of insurance up to $50,000.00 or fraction thereof, approximately $1.36 for each additional $1,000.00 of insurance up to $100,000.00 or fraction thereof, approximately $1.09 for each additional $1,000.00 of insurance up to $500,000.00 or fraction thereof and approximately $0.99 for each additional $1,000.00 of insurance up to $1,000,000.00 or fraction thereof, and approximately $0.91 for each additional $1,000.00 or insurance up to $5,000,000.00 or fraction thereof.

3. Mortgage recording taxes as follows: (i) In the case of Residential Units 2.05% of the principal debt if under $500,000.00 and 2.125% of the principal debt if $500,000.00 or more, with, in either case, 0.25% thereof paid by the mortgage lender, less a $25.00 credit; and (ii) in the case of the Commercial Unit 2% of the principal debt if under $500,000.00 and 2.75% of the principal debt if $500,000.00 or more. The mortgage tax credit, if any, received pursuant to Section 339-ee of the Real Property Law will inure to the benefit of Sponsor.

4. Recording fee for recording of the mortgage is $15.00 per document and $3.00 per page.

5. Commitment fee or origination fee, appraisal fee, application fee and credit fee, if any, charged by the lending institution;

6. Fees for the recording of the deed and power of attorney are approximately $15.00 per document and $3.00 per page.

7. New York State transfer tax of $4.00 per $1,000.00 of the Purchase Price; and New York City Real Property Transfer Taxes which is calculated as follows: (i) for Residential Units the tax is 1% of the Purchase Price to the extent the Purchase Price is $500,000.00 or less and 1.425% to the extent the Purchase Price exceeds $500,000.00; and (ii) for the Commercial Unit the tax is 1.425% of the Purchase Price to the extent the Purchase Price is $500,000.00 or less and 2.625% to the extent the Purchase Price exceeds $500,000.00. The fee for filing the New York City Real Property Transfer Tax Return is $50.00, and the fee for filing the New York State Real Property Transfer Tax Return (TP-584) is $8.00. These taxes are normally an expense of the Seller, however, by contractual arrangement they will be paid by Purchaser. As a result, when a Purchaser assumes the obligation to pay these taxes, the amount of such tax will be included in the consideration subject to tax.

8. In the case of a Residential Unit whose purchase price is $1,000,000.00 or more, each Purchaser shall pay at the Closing the Additional Tax Due on the Conveyance of Residential Real Property of $1,000,000.00 or more, the one percent (1%) so-called "Mansion Tax".

9. Each Purchaser shall pay $2,500.00 to Sponsor's attorney representing a fee for services in connection with preparing the Unit Deed, the Unit Owner's Power of Attorney and for coordinating and attending the closing, which closing shall take place at the office of Sponsor's attorney. In the event a Purchaser of a Residential Unit simultaneously enters into a Storage Unit License Agreement, an additional fee of $500.00 shall be paid by such Purchaser. In the event of an adjournment of a confirmed Closing which is requested by Purchaser and is not due to the actions of Sponsor, an additional fee of $500.00 shall be paid for each such adjournment. In the event of a duly consented to assignment of the Purchase Agreement, which consent may be withheld or consented to by Sponsor in its absolute discretion, an additional fee of $500.00 shall be paid for each such assignment. If a Purchaser is obtaining a mortgage an additional legal fee of $350.00 for legal services relating to work required to facilitate the closing with Purchaser's lender.

10. Two (2) months' Common Charges for the Condominium's working capital fund.

11. Each Purchaser shall pay Sponsor's counsel the sum of Two Hundred Fifty Dollars ($250.00) for the on-line preparation of all transfer tax returns on the New York City Department of Finance's ACRIS system.

12. If the Purchaser fails to close on the Closing Date originally specified by the Seller for any reason, other than a delay caused by the Sponsor or the Sponsor's attorney, then the Purchaser will (a) pay (in addition to all other closing costs) a late fee equal to fifteen percent (15%) per annum times the unpaid balance of the Purchase Price for each day's delay which late fee shall be calculated beginning with the date originally scheduled for the Closing up to and including the day immediately preceding the actual Closing Date, (b) reimburse Sponsor for the Unit's carrying

charges (that is, Common Charges and real estate taxes) during the period of delay, and (c) pay the service fees of Sponsor's attorneys of $1,000.00 for each default letter sent to such Purchaser and $1,000.00 for each notice sent to the Purchaser to reschedule the closing. The provisions of this paragraph shall not be applicable if, through no fault of the Purchaser, the Seller postpones the Closing Date except to the extent that thereafter the Purchaser postpones the closing for any reason or is in default.

If the Units have not been separately assessed for real estate tax purposes prior to closing of title to the first Unit, Sponsor shall place in escrow, in the name of the Board of Managers an amount equal to the unpaid real estate taxes which will be levied against the parcel for the six (6) month period following the first closing or until the Units are separately assessed, whichever is shorter. The Board of Managers will pay the real estate taxes from the escrow account when taxes are due and payable and shall receive reimbursement from Unit Owners at closing of title.

In addition, should the Purchaser elect to obtain a purchase money mortgage, he may be required by the lending institution to deposit monthly with the lending institution commencing with the closing date a reserve for the payment of real estate taxes. The amount of the deposit will be a multiple of the estimated monthly real estate taxes and will vary in accordance with the date of closing of title to a particular Unit.

Each Purchaser shall be responsible for the payment of fees of his own attorney. The fee title and mortgage title policy premiums and the recording charges set forth above are those in effect as of the date of this offering Plan. If said premiums, charges or rates are subsequently revised by the title company, the State or Municipality, each Purchaser shall be required to pay the policy premiums and recording charges in effect as of the date of closing title to his Unit. All Purchasers may obtain title insurance from any title company of their choosing without incurring any additional costs or fees hereunder.

The Sponsor anticipates that the only items which will be apportioned at the closing of title to Units will be real estate taxes and Common Charges, if they have been declared due and payable by the Board of Managers. The adjustments will be made as of midnight preceding the date of closing of title. In the event there are any other items which are to be apportioned at closing, said items will be adjusted at closing.

B. Mortgage Tax Credit: the New York Real Property Law § 339-ee(2) provides as follows:

> "In the event the proceeds of a construction mortgage were applied to construction of a unit of a condominium submitted to the provisions of this article, or in the event that a unit submitted to the provisions of this act was subject to a blanket mortgage whose proceeds were applied exclusively to payment of the construction mortgage or to capital expenditures or expenses for the development or operation of the condominium, or to purchase of land or buildings for the condominium provided that such purchase was no more than two years prior to the recording of the

declaration of condominium, and a mortgage tax was duly paid on such construction or blanket mortgage in accordance with article eleven of the tax law, then, as each unit is first conveyed, there shall be allowed a credit against the mortgage taxes (except the special additional mortgage recording tax imposed by subdivision one-a of section two hundred fifty-three of the tax law) that would otherwise be payable on a purchase money mortgage, said credit to be in the amount resulting from the product of the purchaser's pro-rata percentage of interest in the common elements and the mortgage tax already paid on the construction or blanket mortgage."

It is anticipated that Sponsor will obtain a construction loan and a mortgage recording tax for a construction loan and/or blanket mortgage on the Property. In the event that a mortgage tax credit becomes available, pursuant to the above Section of the New York Real Property Law, it is specifically understood that such credit shall inure to the benefit of the Sponsor. Accordingly, at closing, each Purchaser electing mortgage financing shall pay an amount equal to the full amount (but not in excess thereof) of the mortgage recording tax chargeable on the entire amount being financed. At closing the Sponsor will be reimbursed by Purchaser to the extent of any mortgage tax credit allowed.

The entire contents of this Section B, as same may be revised or amended, shall be deemed to be incorporated into the Purchase Agreement for each Unit.

C. Example of Closing Costs:

A numerical example for the costs set forth in this section of the Offering Plan for a typical apartment (Unit 28) with a purchase price of $6,700,000.00 and a mortgage of $4,000,000.00 are estimated as set forth below. Taxes, insurance and recording rates are subject to change.

A.	Title insurance for fee and mortgage, including the simultaneous fee discount:	$26,914.60
B.	Recording costs for deed and powers of attorney:	$50.00
C.	Mortgage recording tax (including any payment to Sponsor pertaining to mortgage tax credit):	$74,975.00
D.	Approximate cost of recording mortgage:	$40.00
E.	New York City Real Property Transfer Tax:	$97,217.41
F.	New York State Real Estate Transfer Taxes (deed stamps):	$27,289.10
G.	Additional Tax Due on the conveyance of Residential Real Property of $1,000,000 or more (the 1% "Mansion Tax"):	$68,222.75
H.	Legal fee of Sponsor's attorney (assuming no assignment and no unauthorized delay in closing by Purchaser) which fee includes (i) $250.00 for the on-line preparation of all transfer tax returns on the New York City Department of Finance's ACRIS system and (ii) an additional legal fee of $350.00 for legal services relating to coordinating the Closing with Purchaser's lender:	$3,100.00
I.	Two (2) months common charge working capital fund: and	$5,844.56
J.	Real estate tax and adjustment/escrow: For a closing occurring on December 1, 2017 the first half of the estimated 2017/2018 real estate taxes for Unit 28 will have been prepaid by the Sponsor. The Purchaser will be obligated to reimburse the Sponsor for one (1) month of taxes which are estimated to be approximately $2,031.36 per month. The adjustment in Sponsor's favor will be $2,031.36. In addition, if the Purchaser obtains financing and the lender escrows for taxes, the Purchaser would be responsible for the payment of six (6) months of escrow so that the lender would have on deposit at least six months of taxes when the next real estate tax payment is due on January 1, 2018. The estimated and tax escrow deposit is $12,188.16. The total amount of the tax adjustment equals:	$14,219.52
	TOTAL	**$317,872.94**

Other fees which cannot be estimated because they pertain to events outside of Sponsor's control and/or statutory requirement include, Purchaser's attorneys' fee, lender's attorneys' fee, possible commitment fee or loan origination fee, appraisal fee, application fee, credit check fee and monthly Common Charges prospectively from the closing date.

XVI. Rights and Obligations of the Sponsor

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

(a) Sponsor, at its sole cost and expense, will perform or cause to be performed such work, and will supply or cause to be supplied all materials necessary to complete construction of the Building substantially in accordance with the Building Plans. Sponsor shall not be obligated to correct and will not be liable to any Purchaser as a result of any nonmaterial variations from the Building Plans or the description of the Building or a Unit set forth in the Plan. Sponsor reserves the right to amend or modify, in any way, the Building Plans (including, without limitation, changing materials, appliances, equipment, fixtures and other construction details), provided, however, that:

(i) Sponsor may not substitute equipment or materials of lesser quality or design. Any materials, appliances, equipment and fixtures which Sponsor may substitute shall be similar products of substantially equal or better quality or design; and

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

(b) Under the present construction schedule it is anticipated that (except for finishing work to stairways, hallways and other areas of the Building which are not intended for the exclusive use of any particular Unit Owner, and any custom work) (i) the first TCO for a Residential Unit will be obtained on or about December 1, 2017, and (ii) the Residential Amenity Facility will be substantially completed and made available by December 1, 2017, each subject to delays due to delays in the construction of the Building and/or unavoidable delays beyond the reasonable control of the Sponsor. Sponsor does not warrant or guarantee the foregoing completion or occupancy dates for the Building. Sponsor makes no warranty or representation as to the date of the issuance of the first Temporary Certificate of Occupancy or the date of substantial completion. Construction is a complicated process requiring the coordination of numerous tasks, contractors and suppliers and the balancing of complex mechanical and architectural systems. No assurance can be given with regard to the accuracy of any projected completion dates set forth herein. During the First Year of Condominium Operation, construction workers and related personnel will be at the Property from time to time completing construction of the Building, making adjustments and corrections and performing various tasks related to the completion of construction, which may occur at all hours and could compromise the Building's security systems. During this period, various building systems, including but not

limited to water supply, air conditioning, heating, cooling, ventilating, security and elevators, may need to be shut down temporarily. Sponsor and its designees, including tenants performing work in the Commercial Units, will have the right to complete construction of the Building and shall have an easement through all parts of the Building, including the Units and the Common Elements in furtherance thereof and may utilize elevators and other building systems and may install and retain scaffolding and other equipment on and in the Building to complete construction of the Building. Sponsor may not fully complete the decoration of portions of the Building, including, without limitation, the lobbies or corridors in the Building, the installation of light fixtures, the hanging of wall coverings or the laying of carpeting, until a particular Section of the Building is complete or a particular floor is fully occupied by the Residential Unit Owners. The Board of Managers and/or the Sponsor may refuse to permit a Residential Unit Owner to perform alterations in a Residential Unit or modify the tax lot drawings to reflect a further division or combination of its Residential Unit until such time as the Building has been completed and a Permanent Certificate of Occupancy has been obtained therefor. Certain services, such as telecommunications, and other similar services may be provided by outside suppliers and delays in providing these services will not be the responsibility of Sponsor. Such suppliers may not provide these services until occupancy in the Building has reached certain levels.

(c) Prior to the First Unit Closing, Sponsor shall have obtained TCO covering the Residential Unit to be closed. If the First Closing shall have occurred under a TCO, Sponsor shall attempt to obtain a FCO for the Building within two (2) years after the First Closing, subject, however, to force majeure, actions of the Board of Managers, Residential Unit Owners or tenants of Residential Unit Owners, or any other cause over which Sponsor has no control, but in any event, before the expiration of applicable TCO, as same may be renewed, replaced or extended. Sponsor shall however, remain responsible to obtain a FCO for the Property prior to the final expiration of all TCO, as same may be renewed, replaced or extended, subject, however (after expiration of the Initial Control Period), to the cooperation of the Condominium Board and the Residential Board.

(d) If Sponsor fails to obtain a FCO for the Property prior to the First Unit Closing, Sponsor will be obligated: (i) to direct the Escrow Agent to hold and maintain those monies received pursuant to all Agreements (see the Section entitled "Procedure To Purchase") which would otherwise be payable to Sponsor in the special trust account required by the General Business Law of the State of New York §§ 352-e(2-b)and 352-h, provided, however, that if Sponsor's Architect certifies that a lesser amount than the amount held in the special trust account is reasonably necessary to complete all alterations and improvements to be performed by Sponsor, then the amount exceeding the sum so certified by Sponsor's Architect shall be released from the special escrow account to Sponsor; or (ii) to deposit with Escrow Agent an unconditional, irrevocable letter of credit, deposit cash or post a surety bond, or provide other collateral acceptable to the Department of Law, in an amount Sponsor's Architect, from time to time, certifies is reasonably necessary to complete the work needed to obtain the FCO. Any amount held by Escrow Agent, in excess of the amount certified as reasonably necessary to complete the work needed to obtain the FCO, can be released from escrow upon the receipt by Escrow Agent of a request by Sponsor. Escrow Agent will rely entirely upon such certificate in releasing such funds and will not make any independent inquiry or evaluation.

All interest and income on such escrowed funds may be paid to Sponsor, as and when earned and collected. The fact that various portions of the Common Elements or other Units may not have been completed prior to a scheduled Closing, shall not provide a basis for Purchaser delaying the closing or receiving any abatement or credit against the Purchase Price. The New York City Department of Buildings advises Purchasers who close with only a TCO in place to consult with their attorneys and engineers to assure that sufficient funds are escrowed or otherwise secured for sponsor to obtain a Permanent Certificate of Occupancy. It is strongly recommended that buyers consult the "DOB Website/Consumer Tips" for its recommendation when buying units in a building that does not have a Permanent Certificate of Occupancy.

(e) Each Residential 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 Residential Unit, unless Sponsor and Purchaser otherwise agree. Sponsor will maintain each Residential Unit, and the fixtures and personalty contained therein, up to the time of the transfer of title to the Residential Unit in question. The Purchaser of a Residential Unit shall have the right to inspect such Residential Unit prior to the Closing Date. The purchase of a Residential Unit does not entitle the Purchasers thereof to conduct any invasive testing in the Residential Unit including, without limitation, making holes in the wall or ceiling and/or removing sheet rock, tiles, wood flooring, windows or window panes to test for mold, asbestos, lead paint, mildew, spores, fungi or other toxins or for any other purpose. Moreover, the failure of Sponsor to complete "punch list" type work shall not be a ground for Purchaser delaying the Closing or paying Common Charges provided that Sponsor agrees to complete such work within a reasonable period of time after closing.

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

(g) Sponsor is obligated to construct the Building in accordance with all applicable codes and Building Plans as well as the provisions of the Plan. The Housing Merchant Implied Warranty Law (General Business Law Article 36-B) is not applicable to this offering. Sponsor is not making any express or implied warranties of fitness for a particular purpose, merchantability or habitability of any Residential Unit or Common Element. Unless caused by a violation of the sound transmission code or other applicable code, there is no warranty as to sound transmission. Unless caused by a violation of an applicable code with regard to the ventilation system or other applicable code, there is no warranty as to odors. Unless caused by a code violation, there is no warranty with respect to mold, mildew, spores, fungi or other

toxins. There is no warranty as to air, view or light quality. Sponsor's obligation, regardless of any limitations in the warranty, is to construct the premises in accordance with all applicable codes and Building Plans, and any conflict between the disclaimers and Sponsor's obligation to construct the Property in accordance with all applicable codes and Building Plans shall be resolved in favor of the latter. In no event will Sponsor be liable for incidental, special or consequential damages in connection with the items set forth in this paragraph (whether based on negligence, breach of contract, warranty, or otherwise.

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

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

(j) Sponsor will pay or cause to be paid all contractors, subcontractors and materialmen and all others involved in the construction and equipping of the Building in accordance with the New York Lien Law, for work performed and fixtures, material and equipment supplied or installed during construction thereof and will cause any and all mechanics' liens arising out of such construction and equipping, if any, to be discharged by bonding, or otherwise, promptly after the filing of any such liens.

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

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

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

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

(o) In the event of damage or destruction of a Unit due to fire or other casualty prior to the Closing, but subsequent to the signing of an Agreement, provided Sponsor elects (which

election shall be in its sole discretion) to repair or restore the Unit, the Agreement shall continue in full force and effect, and, thereafter, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price for the subject Unit In the event of an occurrence of a fire or other casualty, Sponsor shall notify the Purchaser as to whether or not Sponsor will restore the Unit no later than six (6) months after the date of the occurrence of the fire or other casualty. In such event Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration, and any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Board of Managers and other Unit Owners, belong entirely to Sponsor. In the event of damage or destruction to any Unit by fire or other casualty prior to the Closing, but subsequent to the signing of an Agreement, if Sponsor notifies Purchaser that it does not elect (which election shall be in its sole discretion) to repair or restore the Unit or if the Unit Owners or the Board of Managers does not resolve to make such repair or restoration pursuant to the By-Laws, the Agreement shall be deemed canceled and of no further force or effect and Escrow Agent shall return to Purchaser all sums deposited thereunder, together with interest earned thereon, if any, whereupon the parties to the Purchase Agreement shall be released and discharged from all obligations and liability thereunder and under this Plan; provided, however, Sponsor shall retain (to the extent permitted by Law or not otherwise prohibited by Applicable Law) any custom work costs together with interest earned thereon, as and for liquidated damages.

(p) Except as otherwise provided for in the By-Laws, Sponsor will initially procure on behalf of the Board of Managers the insurance relating to the Condominium which is required to be maintained by the Board of Managers in accordance with the provisions of the By-Laws (see the section entitled "Rights and Obligations of Unit Owners and the Board of Managers" set forth in Part I of the Plan) the cost of which insurance has been reflected in Schedule B - Projected Budget for First Year of Condominium Operation.

(q) Pursuant to the provisions of New York General Business Law § 352-e, copies of the Plan and all exhibits or documents referred to herein shall be available for inspection by prospective Purchasers and by any person who shall have purchased a Unit offered by the Plan or shall have participated in the offering of such Unit, at Sponsor's office and shall remain available for such inspection for a period of six (6) years from the date of the recording of the Declaration. In addition, a set of Floor Plans showing the layout, location and approximate dimensions of each Unit and its unit number designation and tax lot number, certified by the appropriate governmental authority of The City of New York as conforming to the official tax lot number for each such Unit, will be filed in the City Register's office when the Declaration is recorded, and an additional set will be furnished to the Board of Managers.

(r) Sponsor is obligated to deliver to the Board of Managers all books of account and records pertaining to the Building's operation which are in Sponsor's possession on the First Unit Closing and copies of all documents filed with the appropriate recording office at the time of the First Unit Closing.

(s) Sponsor may dissolve or liquidate at any time. In the event of such an occurrence

or the transfer (other than to Purchasers under the Plan) of ten (10) or more Units or twenty percent (20%) of the total number of Units in the Condominium, whichever is less, the principals of Sponsor will provide financially responsible entities or individuals who will assume the status and all of the obligations of Sponsor for those Units under this Plan, Applicable Law.

(t) New York City Local Law 7 of 2004 requires the installation of carbon monoxide detectors by owners of multiple dwellings, including owners of units in residential condominiums. Sponsor intends to provide carbon monoxide detectors in each Residential Unit in accordance with New York City Local Law 7 of 2004. Each Residential Unit Owner will be responsible to keep and maintain the carbon monoxide detectors in good repair and to replace any carbon monoxide detectors which has been stolen, removed, found missing or rendered inoperable. Sponsor makes no representations whether Residential Unit Owners will comply with the foregoing obligations.

(u) The Sponsor intends to finance the construction of the Building through its own capital, construction mortgage financing and/or some combination thereof. Sponsor has not yet procured a loan commitment for financing the construction of the Building. In the event Sponsor is unable to procure such equity or mortgage construction financing, Sponsor may not be able to complete construction of the Building. In the event that Sponsor does obtain construction financing the construction lender may impose additional requirements upon the Sponsor with respect to, without limitation, the following: the Sponsor's obligation to market the Units for sale, including any minimum number or percentage of Units which must be subject to a Purchase Agreement before the Plan may be declared effective; the existence of either a minimum release price set by the terms of the construction financing or a minimum payment per sale which must be made to the lender in order for the lender to release its lien from the Unit being sold; and limits or requirements imposed by the lender upon the Sponsor to rent rather than sell Units under specified market conditions. The Plan will be amended to disclose the relevant terms of the construction loan agreement when financing is obtained. Any additional requirements imposed by the construction lender, including, without limitation, any presale, minimum release price or other requirements shall not give rise to a right of rescission on the part of any Purchaser under the Plan, provided that no additional financial requirements are being imposed on such Purchasers.

(v) Sponsor currently intends to sell the Units under the terms of the Plan. However, under the terms of the Plan, after consummation of the Plan (i.e., after the later to occur of the following: (i) an amendment declaring the Plan effective is accepted for filing by the Department of Law; (ii) the Declaration is duly recorded with the City Register, New York County; and (iii) the first closing of a Unit hereunder), Sponsor and the Owner of Unsold Units has reserved the unconditional right to rent or lease any Unsold Unit prior to the closing of title thereof to the Purchaser thereof or any other party, to cease marketing Units for sale at any time, in Sponsor's sole discretion, or to cease using or offering the Commercial Unit or the Residential Units for residential purposes, subject in all events to the terms of the Declaration and By-Laws.

(w) All representations under the Plan, all obligations pursuant to the General

Business Law and such additional obligations under the Plan which are to be performed subsequent to the Closing of each Unit will survive delivery of the deed.

(x) Except as required by Law, no bond or other security has been furnished by Sponsor to secure Sponsor's obligations including Sponsor's obligations to complete construction of the Condominium.

B. Sponsor and its contractors, subcontractors, agents and employees will have a right of access to each Unit and to all of the Common Elements for the purpose of fulfilling Sponsor's obligations under the Plan and performing certain Alterations and repairs in or about the Unsold Units. Sponsor will use reasonable efforts in order to exercise such access in such a manner as will not unreasonably interfere with the use of any Unit for its permitted purposes. If reasonable care under the circumstances is exercised to safeguard the Unit Owner's property, such entry shall not render Sponsor or its authorized agents liable for any damage to the Unit or to the personalty or fixtures contained therein.

C. Nothing contained herein shall be deemed to limit the rights of Unit Owners under their respective Purchase Agreement or to include any financial limitation on Sponsor's liability for failure to perform its obligations under the Plan. Sponsor makes no representation or warranty as to the work, materials, appliances, equipment or fixtures to be provided or performed by Sponsor or located at the Property other than as set forth in the Plan. Notwithstanding anything to the contrary set forth herein, nothing contained in the Plan shall be construed as to render Sponsor liable for incidental or consequential damages (whether based upon negligence, breach of contract, breach of warranty or otherwise) it being intended that Sponsor's sole obligation shall be to perform its obligations as expressly provided in the Plan.

D. Except as specifically provided for herein and/or as required under applicable law, Sponsor will have no liability to any Purchaser, subsequent purchaser of a Unit, Unit Owner or the Board of Managers hereunder.

E. Except as set forth above or as required by Applicable Law or governmental regulation, Sponsor has not furnished any bond or other security for the performance of the obligations of Sponsor under the Plan. The ability of Sponsor to perform its obligations hereunder will partly depend upon its financial condition at the time it is called upon to perform. Sponsor hereby represents that it has the financial capability to meet its obligations hereunder, including, without limitation, its obligations with respect to the Unsold Units. Unless expressly provided to the contrary herein, the obligations of Sponsor under the Plan shall survive the delivery of the respective Unit deeds. In the event Sponsor is not financially able to perform its obligations under the Plan, sales will cease and the Plan will be amended to offer rescission to purchasers, if any.

Leasing and Use of Unsold Residential Units

A. Sponsor currently intends to sell the Residential Units under the terms of the Plan.

However, under the terms of the Plan, after consummation of the Plan (i.e., after the later to occur of the following: (i) an amendment declaring the Plan effective is accepted for filing by the Department of Law; (ii) the Declaration is duly recorded with the City Register, New York County; and (iii) the first closing of a Unit hereunder), Sponsor and the Owner of Unsold Residential Units has reserved the unconditional right to rent or lease any Unsold Residential Unit prior to the closing of title thereof to the Purchaser thereof or any other party, to cease marketing Residential Units for sale at any time, in Sponsor's sole discretion or to cease using or offering the Units for residential purposes, subject in all events to the terms of the Declaration and By-Laws. Certain Residential Units may be occupied under short-term leases having a term in excess of thirty (30) days, subject in all events to the terms of the Declaration and By-Laws. Accordingly, residents of the Condominium may be comprised of both Residential Unit Owners and tenants leasing from Sponsor and/or other Residential Unit Owners. Accordingly, it is possible that a significant portion of Residential Unit Owners will not be residents of the Building and that a significant portion of occupants in the Building may not be Residential Unit Owners. As a consequence of the foregoing, a Residential Unit Owner seeking to resell or refinance a Residential Unit may experience difficulty. Because Sponsor is not limiting the conditions under which it will rent rather than sell Units, there is no commitment to sell more Units than the fifteen percent (15%) necessary to declare the Plan effective and Owner-occupants may never gain effective control and management of the Condominium.

B. There is no limit on the number of Purchasers who may purchase for investment rather than personal occupancy. Accordingly, there may always be a substantial percentage of Owners who are non-residents. The By-Laws do not include a provision that after the Initial Control Period (as hereinafter defined), a majority of the Board of Managers must be Owner-occupants or members of an Owner-occupant's household who are unrelated to Sponsor and its principals. PURCHASERS FOR THEIR OWN OCCUPANCY MAY NEVER GAIN CONTROL OF THE BOARD OF MANAGERS UNDER THE TERMS OF THIS PLAN. In addition, non-resident Owners, including Sponsor, have different economic interests in their respective Residential Units and, therefore, do not share the same economic interests as those Residential Unit Owners that occupy their Residential Units in the maintenance and care of the Building's facilities and amenities. As a result, Owner-occupants and non-resident Residential Unit Owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing (i.e., purchase as a home as opposed to as an investment).

C. Sponsor reserves the right, without prior notice or amendment to the Plan, to use any Unsold Residential Units on any floor of the Building as model residences, show rooms, and/or sales, rental and/or promotion offices in connection with the sale or rental of other Residential Units in the Condominium or in buildings in the vicinity in which principals of Sponsor may have an interest. In the event Sponsor or its designee thereafter elects to sell any such Unsold Residential Units, Sponsor or its designee may require the Purchaser thereof to purchase all or any of the furnishings, equipment or decorations therein and pay, in addition to the purchase price for such Residential Unit, such amounts as Sponsor may determine. In no event shall the presence of any furniture, furnishings, equipment or decorations in any model apartment (or any Common Elements

appurtenant thereto) or any advertisement therefor, imply or represent that any Residential Unit will contain such furniture, furnishings, equipment or decorations upon delivery of the Residential Unit to the Purchaser of the Residential Unit unless expressly agreed to by Sponsor on such terms and conditions as may be mutually agreed by the parties.

XVII. Control by the Sponsor

The Sponsor, as owner of unsold Units, will have voting control of the Board of Managers for two (2) years from the date of conveyance of title to the first Unit or whenever the unsold Units constitute less than fifty percent (50%) of the Common Interests, whichever is sooner (the "Control Period"). The Sponsor, during the Control Period, thus will have control of maintenance, facilities and services to be provided and will determine the Common Charges to be paid by all Unit Owners, including the Sponsor, and the enforcement of the Sponsor's obligations. However, during such Control Period, the Sponsor will not exercise veto power over expenses described in Schedule B, or over expenses required; (i) to comply with applicable laws or regulations; or (ii) to remedy any notice of violation; (iii) to remedy any work order by an insurer; or (iv) any repair or replacement materially necessary for the preservation or safety of the Property or its occupants.

During any period that the Sponsor controls the Board of Managers, the Board of Managers may not enforce (as a result of the Sponsor's control thereof) the obligations of the Sponsor under the Plan, or as otherwise required by Applicable Law, and in such case, the Unit Owners may have to undertake, at their expense, enforcement of the obligations of the Sponsor. In addition, during any period that the Sponsor controls the Board of Managers, the Sponsor agrees that it will perform such obligations pursuant to a resolution passed by a majority of the Unit Owners excluding the Sponsor at a special meeting called for such purpose.

At all times thereafter a majority of the Board of Managers shall be Unit Owners or members of a Unit Owner's household who are unrelated to the Sponsor and its principals.

For a period ending not more than five (5) years after the First Unit Closing or whenever the unsold Units constitute less than twenty-five percent (25%) in number, whichever is sooner, the Board of Managers may not, without the prior written consent of the Sponsor or Sponsor's designee, do any of the following: (i) amend either the Declaration or the By-Laws; (ii) make an addition, alteration or improvement to the Common Elements or to any Unit, costing cumulatively more than Twenty Five Thousand Dollars ($25,000.00), the foregoing not to include necessary repairs and maintenance work; (iii) assess any Common Charges for the creation of, addition to, or replacement of all or part of a reserve, contingency or surplus fund; (iv) hire any employee in addition to the employees referred to in this offering Plan, if any; (v) enter into any service or maintenance contract for work not covered by contracts in existence on the date the Plan is declared effective; or (vi) borrow money on behalf of the Condominium (except where necessary to perform work required by law to the extent that existing reserves are insufficient),

As long as the Sponsor or any Sponsor-designee shall continue to own at least one (1) Unit the Board of Managers may not, without the Sponsor's or Sponsor designee's prior written consent, do any of the following: (i) amend the Declaration or these By-Laws so as to in any way adversely affect the Sponsor or its designees; or (ii) interfere with the offer and sale or leasing of Units by the Sponsor and any Sponsor-designee at the Property; the operations of sales or leasing offices at the Property; actions necessary for construction, renovation, repair or correction at the Property, as required by Sponsor to comply with applicable laws in

construction, renovations or repair of Units. The Sponsor or Sponsor-designee shall have the right to withhold its consent to any of the foregoing actions. However, notwithstanding these restrictions, the Sponsor or Sponsor-designee shall not withhold its consent to the making of capital repairs to the Common Elements or assessment of any Common Charge for expenses required to comply with applicable law or regulation, to remedy any notice of violation or to remedy any work ordered by an insurer.

The first Board of Managers of the Condominium will consist of individuals who are designated by the Sponsor. Within sixty (60) calendar days of the closing of title to the first Unit, the first meeting of Unit Owners shall be called by the Sponsor, at which time a new Board shall be elected comprised of (i) a Unit Owner(s) who is independent of the Sponsor and who shall be elected by a majority of the then Unit Owners other than the Sponsor and (ii) a representative(s) of the Sponsor, to the extent of the Sponsor's then ownership of the Units offered hereunder. Subsequent annual meetings of the Unit Owners shall be held on or about the anniversary dates of the said first meeting of Unit Owners. Within thirty (30) calendar days of the expiration of the Control Period as set forth herein, the Sponsor shall call an first annual meeting of the Unit Owners at which time a new Board of Managers unrelated to the Sponsor will be elected. Upon the election of the new Board of Managers, the members of the First Board of Managers will resign.

The detailed provisions for the management of the Condominium are set forth in the By-Laws which may be found in Part II of the Plan. The By-Laws contain provisions, among others, dealing with the election of the Board of Managers, and Condominium officers, powers of the Board of Managers, voting rights of Unit Owners assessment of Common Charges, foreclosure of liens for non-payment of Common Charges, management of the Condominium and the use of the Units. The By-Laws provide that the Condominium shall be governed by the Board of Managers, but that the Board of Managers shall have the right to designate Committees or a managing Agent to carry out such function.

Members of the Board of Managers, as such, shall receive no compensation for their services.

XVIII. Board of Managers

The form of the By-Laws and the Declaration of Condominium referred to in the Plan appear in Part II as Exhibits G and H.

The following is a summary of certain provisions of the By-Laws and Declaration.

The affairs of the Condominium shall be governed by a Board of Managers (the "Board"). Until the first annual meeting, the first Board shall consist of two (2) Managers designated by the Sponsor. Thereafter, the Board of Managers shall consist of a total of not less than three (3) and not more than five (5) Managers who shall be elected or designated a term of three (3) years. The Commercial Unit Owner shall be entitled to elect one (1) of the members of the Board of Managers. See Part I, Section XVII, above, for Sponsor's right to designate a majority of the Board of Managers until the unsold Units constitute less than fifty percent (50%) of the Common Interest or two (2) years from the date of conveyance of title to the first Unit, whichever is sooner.

The Sponsor, as owner of Unsold Units, will have voting control of the Board of Managers for two (2) years from the date of conveyance of title to the first Unit or whenever the Unsold Units constitute less than fifty percent (50%) of the Common Interest, whichever is sooner. The Sponsor, during this intermediate period, thus will have control of maintenance, facilities and services to be provided and will determine Common Charges to be paid by all Unit Owners, including the Sponsor, and the enforcement of the Sponsor's obligations. However, during the Control Period, the Sponsor will not exercise veto power over expenses described in Schedule B, or over expenses required; (i) to comply with applicable laws or regulations; or (ii) to remedy any notice of violation; or (iii) to remedy any work order by an insurer.

At all times thereafter, a majority of the Board of Managers shall be Unit Owners or members of a Unit Owner's household who are unrelated to the Sponsor and its principals.

Every Unit Owner shall be entitled to cast one (1) vote on each ballot for each Unit he owns. All Managers other than designees or nominees of the Sponsor shall be Unit Owners and shall be elected by the Unit Owners. At the expiration of the initial term of office of each respective Manager, his successor shall be elected to serve a term of three (3) years. Elections are to be held annually. See Part I, Section XVII, above, for details concerning Sponsor control of the Board of Managers.

The first Board of Managers of the Condominium will consist of individuals who are designated by the Sponsor. Within sixty (60) calendar days of the closing of title to the first Unit, the first meeting of Unit Owners shall be called by the Sponsor, at which time a new Board shall be elected comprised of (i) a Unit Owner(s) who is independent of the Sponsor and who shall be elected by a majority of the then Unit Owners other than the Sponsor and (ii) a representative(s) of the Sponsor, to the extent of the Sponsor's then ownership of the Units offered hereunder. Subsequent annual meetings of the Unit Owners shall be held on or about the anniversary dates of the said first meeting of Unit Owners.

Special meetings shall be called by the President as directed by the Board of Managers or upon a petition signed by a majority of the Unit Owners having been presented to the Secretary.

The Board of Managers may not, without the prior written consent of the Commercial Unit Owner(s): (i) make any additions, alterations or improvements of the Commercial Limited Common Elements, (ii) assess any common charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund that affects the Commercial Unit exclusively, (iii) take any other action that would affect the Commercial Limited Common Elements or (iv) take any action that would affect the Commercial Unit or the Commercial Unit Owner.

The first officers and members of the Board of Managers will be Neo Que Yau and Netty Fung. Neo Que Yau is a principal of the Sponsor; and Netty Fung is an employee of the Sponsor.

Members of the Board of Managers shall serve without compensation.

Removal of Members of the Board of Managers:

Managers, including Sponsor designees, may be removed for cause by an affirmative vote of a majority of the Unit Owners or the Board of Managers. No Manager other than a member of the first Board of Managers or Sponsor's designees or nominees shall continue to serve on the Board of Managers if, during his term of office, he shall cease to be a Unit Owner.

Powers and Duties of Board of Managers:

The property and business of the Condominium shall be managed by its Board of Managers. The powers of the Board of Managers include, but are not limited to, the following items:

1. To determine and levy monthly assessments ("Common Charges") to cover the cost of Common Expenses, payable in advance.

2. To collect, use, and expend the assessments collected to maintain, care for and preserve the Units, Buildings, Residential Limited Common Elements and other General Common Elements;

3. To make repairs, restore or alter any Unit or the Common Elements after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings;

4. To enter into and upon the Units when necessary and at as little inconvenience to the Unit Owners as possible in connection with the maintenance, care and preservation of the property;

5. To open bank accounts on behalf of the Condominium and to designate the signatories to such accounts;

6. To insure and keep insured the General Common Elements, Residential Limited Common Elements and Units and the Commercial Limited Common Element and Commercial Unit;

7. To make reasonable Rules and Regulations;

8. To collect delinquent assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from the Unit Owners of the property for violations of the Rules and Regulations referred to herein;

9. To employ and terminate the employment of employees and independent contractors and to purchase supplies and equipment to enter into contracts, and generally to have the powers of a manager in connection with the matters hereinabove set forth;

10. To bring and defend actions by or against more than one Unit Owner and pertinent to the operation of the Condominium and to levy special or common charge assessments to pay for the cost of such litigation;

11. To acquire Units in foreclosure or as a result of abandonment or pursuant to the right of first refusal of the Condominium on behalf of all Unit Owners, and to take any or all steps necessary to repair or renovate any Unit so acquired and to vote as a Unit Owner, offer such Unit for sale or lease or take any other steps regarding such Unit as shall be deemed proper by the Board of Managers;

12. To grant utility, cable television or other easements over or to the Common Elements as may, at any time be required for the benefit of the Condominium and the Unit Owners without the necessity of the consent thereto, or joinder therein, by the Unit Owners or any mortgagee (except that if the granting of such easement impairs the ability of one or more Unit Owners who have the right to use such Common Elements to the exclusion of any other Unit Owners, the consent of all such affected Unit Owners shall be required in writing before such easement shall be granted).

13. To make additions, alterations, or improvements to the Residential Limited Common Elements and General Common Elements of the Building, the cost of which addition, alteration, or improvement does not exceed Five Hundred Thousand Dollars ($500,000.00). The Board of Managers may make additions, alterations or improvements to the Residential Limited Common Elements and General Common Elements costing in excess of Five Hundred Thousand Dollars ($500,000.00) only with the approval of a majority of all the Unit Owners for the General Common Elements and the Residential Unit Owners for the Residential Limited Common Elements. While the Sponsor is in control of the Board of Managers, the Board of Managers may make additions, alterations, or improvements to the Residential Limited Common Elements and

General Common Elements costing in excess of Five Hundred Thousand Dollars ($500,000.00) or enter into service or maintenance contracts the duration of which will extend more than one (1) year after the Sponsor loses control of the Board of Managers, only with the approval of a majority of all the Unit Owners for the General Common Elements and the Residential Unit Owners for the Residential Limited Common Elements, excluding the Sponsor, voting at a duly held meeting of the Unit Owners. In addition, the Sponsor must give its written approval. Notwithstanding the above, nothing in this section shall impair the Board of Managers obligation to make necessary repairs and replacements. In no event shall the Board of Managers complete any additions, alterations, or improvements to the Residential Limited Common Elements and/or General Common Elements of the Building which affect the Commercial Unit or the Commercial Limited Common Elements without the prior written consent of the Commercial Unit Owner.

14. To borrow money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Residential Limited Common Elements and General Common Elements, provided, however, that (i) the consent of at least sixty-six and 67/100ths percent (66.67%) in number of all the Unit Owners for the General Common Elements and sixty-six and 67/100ths percent (66.67%) in number of the Residential Unit Owners for the Residential Limited Common Elements, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws, shall be required for the borrowing of any sum in excess of Two Hundred Fifty Thousand Dollars ($250,000.00) and (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements without the written consent of the Owners of said Unit; and

15. All additions, alterations, repairs or maintenance to the Commercial Limited Common Elements shall be the sole responsibility of, and completed at the sole cost of, the Commercial Unit Owner.

16. Pursuant to the New York Real Property Law § 339-y(4), the Board of Managers may (but is not obligated to) act as an agent for one or more Unit Owners who have given their written authorization to file a single complaint and bring a special proceeding on behalf of Unit Owners who wish to contest the real estate tax assessments of their Units. In such event, the Board could retain counsel on behalf of such Unit Owners and charge each Unit Owner for whom it is acting a pro rata share of expenses, disbursements and legal fees, the payment for which would be secured by a lien on each Unit.

Liability

In order to limit the liability of the Unit Owners, any contract, agreement or commitment made by the Board of Managers or Officers of the Condominium shall state that it is made by the Board of Managers as agent for the Unit Owners as a group only and that no member of the Board of Managers or Officers of the Condominium nor individual Unit Owner shall be liable for such contract, agreement or commitment except that every Unit Owner shall be liable to the extent that his proportionate interest in the Common Elements bears to the total liability under such commitment. The Board of Managers and Officers of the Condominium shall have no liability to

the Unit Owners in the management of the Condominium except for willful misconduct or bad faith and the Unit Owners shall severally indemnify all members of the Board of Managers against any liabilities or claims arising from acts taken by a member of the Board of Managers in accordance with his duties except acts of willful misconduct or acts made in bad faith. Such several liabilities of the Unit Owners shall, however, be limited to the extent that his proportionate interest in the Common Elements bears to the total liability of the member of the Board of Managers. At all times when the Board of Managers is controlled by the Sponsor, the insurance coverage obtained by the Board of Managers shall not be less than the coverages required by the Part 20 regulations.

Officers

The officers of the Condominium shall be chosen by the Board of Managers and shall be a president, a vice president, a secretary and a treasurer. The Board of Managers may also choose one or more assistant secretaries and assistant treasurers and such other officers as in their judgment may be necessary. All officers must be Unit Owners or members of the first Board of Managers. One person may hold not more than two (2) offices at the same time and the president and secretary shall not be the same person.

The President shall be the chief executive officer of the Condominium, shall preside at all meetings, shall have general and active management of the business of the Condominium and shall see that all orders and resolutions of the Board are carried into effect.

The Vice President shall take the place of the President and perform his duties whenever the President is unable to do so.

The Secretary shall record all votes and the minutes of all proceedings in a book.

The Treasurer shall have the custody of the Condominium funds and securities and shall keep full and accurate chronological accounts of receipts and disbursements in books belonging to the Condominium including the vouchers for such disbursements and shall deposit all monies and other valuable effects in the name and to the credit of the Condominium in such depositories as may be designated by the Board of Managers.

He shall disburse the funds of the Condominium.

He shall keep detailed financial records and books of account of the Condominium, including a separate account for each Unit which, among other things, shall contain the amount of each assessment of common charges against such Unit the date when due, the amounts paid thereon and the balance remaining unpaid.

The officers of the Condominium shall serve without compensation.

Any officer elected or appointed by the Board of Managers may be removed with or without cause, at any time, by the affirmative vote of a majority of the whole Board of Managers.

Amendments

The Declaration may be amended upon a vote of sixty-six and 67/100ths percent (66.67%) of the Unit Owners in number and Common Interest held at a duly called meeting of the Unit owners, provided however, that:

(i) No amendment shall change any Condominium parcel, nor a Unit Owner's proportionate share of the Common Charges, nor the voting rights appurtenant to any unit, unless all of the record Owner(s) in number and Common Interest thereof and the first mortgagees, if any, of each of these same units agree to such revocation by recorded instrument.

(ii) No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgagees.

(iii) No amendment to the Declaration shall affect the Commercial Unit, the Limited Common Elements appurtenant to the Commercial Unit or the Commercial Unit Owner without the written consent of the Commercial Unit Owner.

(iv) No amendment will be effective against the Sponsor or its assignees unless the Sponsor consents thereto in writing.

The By-Laws may be amended at any duly called Unit Owners meeting; provided: (1) that the notice of the meeting shall contain a full statement of the proposed amendment; (2) that the amendment shall be approved by sixty-six and 67/100ths percent (66.67%) of the Unit Owners in number and Common Interest, and (3) said amendment shall be set forth in a duly recorded amendment to the Declaration. However, no amendment will affect or impair the validity or priority of the Unit Owners' interest and the interests of holders of a mortgage encumbering a Unit or Units to be effective against the Sponsor, its designees or owner of an Unsold Unit unless such Unit Owner, mortgagee or Sponsor shall consent thereto in writing. No amendment to the By-Laws shall affect the Limited Common Elements appurtenant to the Commercial Unit, the Commercial Unit or the Commercial Unit Owner without the written consent of the Commercial Unit Owner.

XIX. Rights and Obligations of Unit Owners and the Board of Managers

A. UNIT OWNERS:

1. Residential Units:

Sale or Lease of Residential Units

Residential Units can be sold or leased by a Residential Unit Owner, provided that he is not in arrears on the payment of Common Charges (except where the payment of such unpaid Common Charges is paid by the Grantee or provided for out of the proceeds of the sale) and provided further that such sale or lease is first offered to the Condominium under the same terms and conditions as the Prospective Purchasers or lessee has offered to purchase or lease the Residential Unit. The Board of Managers must decide to accept, or waive, such offer within twenty (20) calendar days of notice of any such sale or lease. The failure of the Board of Managers to timely respond to any such proposed sale or lease shall be deemed a waiver of the Board of Manager's right of first refusal to purchase or lease such Residential Unit. See the By-Laws in Part II of the Plan as to the procedure to follow in case of a sale or lease.

In the event the Board of Managers accept an offer to sale or lease a Unit, the costs thereof may be made from funds deposited in the capital and or expense account of the Condominium. If the funds in such accounts are insufficient to effectuate any such purchase, the Board of Managers may levy an assessment against each Unit owner, in proportion to his/her interest in the Common Elements, as a Common Charge, and/or the Board of Managers may in its discretion finance the acquisition of the Unit; provided, however, that no such financing may be secured by an encumbrance, or an hypothecation of any portion of the Property other than the Unit to be purchased.

In the event any Purchaser of a Residential Unit, within the earlier of (i) one (1) year from the date of the Closing hereof or (ii) the date that the Sponsor only owns two (2) Residential Units or less in the Property, enters into an agreement, written or oral ("Resale Agreement") to resell the Unit, Purchaser shall be obligated to pay Sponsor a resale fee ("Resale Fee") equal to twenty-five percent (25%) of the difference between: (A) the sales price of the Unit pursuant to the Resale Agreement less the following expenses actually paid for by Purchaser (to the extent applicable): (1) brokerage commissions not exceeding six percent (6%) in the aggregate; (2) transfer taxes imposed by applicable law and (3) actual legal fees not exceeding Five Thousand Dollars ($5,000.00); and (B) the purchase price paid for the Unit pursuant to the Plan.

Any Residential Unit Owner who wishes to enter into a lease for his Residential Unit shall be required to provide the Board of Managers with a copy of the proposed lease prior to its execution, which form of lease shall be the then current form of apartment lease recommended by the Real Estate Board of New York, Inc. Without limitation of the foregoing, any such lease entered into shall be for a term of not less than one (1) year and shall further contain a provision that the lease is subject to the Declaration, By-Laws and Rules and Regulations of the Condominium. In addition, any extension of the term of any such lease shall be subject to the prior written consent

of the Board of Managers, which shall not be unreasonably withheld or delayed, provided any such tenant and the applicable Unit Owner complied with the terms of such lease and was not otherwise in default under the Declaration and By-Laws. Failure to comply with the above shall be deemed an automatic violation of the By-Laws of the Condominium. Any lease executed by the Board of Managers as tenant, shall provide that the Board may enter into a sublease of the premises without the consent of the landlord. See Article XI, Section 10 of the By-Laws regarding other leasing restrictions. A Purchaser is free to make a gift of his Residential Unit to anyone during his or her lifetime or to devise his or her Residential Unit by wills or to have it pass by intestacy without any restriction, provided, however, that such new Residential Unit Owner shall be bound by and his Residential Unit shall be subject to the foregoing restrictions. No Residential Unit can be sold without a simultaneous sale or the undivided interest in the Common Elements.

The Sponsor or any mortgagee acquiring title to a Residential Unit in a foreclosure can sell or lease a Residential Unit free of any of the foregoing restrictions. Further, the Sponsor may rent a Residential Unit to a purchaser of said Residential Unit if the Purchaser so desires, prior to the conveyance of title to said Residential Unit.

The Board of Managers may not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status or other grounds prohibited by law.

Use of Residential Units

There is no restriction upon ownership of a Residential Unit. Occupancy of a Residential Unit, however, may only be for residential purposes in accordance with the applicable zoning regulations of the municipality having jurisdiction over the Condominium. Notwithstanding the foregoing, the Sponsor may, without permission of the Board of Managers, retain ownership of one or more Units for use as models or sales and/or promotional offices in connection with the sale or rental of Units.

The By-Laws of the Condominium contain the following use restrictions: No immoral, improper, offensive or unlawful use shall be made of the Condominium nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Residential Unit Owners, their families, employees, guests and any permitted pets shall not use or permit the use of the Residential Units and Common Elements in any manner that would be illegal, disturbing or a nuisance to other Residential Unit Owners. Except for the Sponsor, no Residential Unit Owner shall put any advertisement, poster or for sale signs of any kind in or on the Condominium without the consent of the Board of Managers. It is prohibited to hang garments, rugs, etc. from the windows or from the Building or to string clotheslines on or over the Common Elements or to use any of the Common Elements, other than those specifically designated, for storage. No Unit Owner shall paint the exterior surfaces of the windows walls or doors opening out of his Unit.

No bird, reptile, or animal shall be permitted, raised, bred, kept, or harbored in the Residential Units unless, in each instance, the same shall have been expressly permitted in writing

by the Board of Managers or the Managing Agent. Any such consent, if given, shall be revocable at any time by the Board of Managers or the Managing Agent in their sole discretion. In no event shall any bird, reptile, or animal be permitted in any of the elevators of the Building or public portions of the Building unless carried or on leash. No pigeons or other birds or animals shall be fed from the window sills, or other public portions of the Building, or on the sidewalk or street adjacent to the Building. Notwithstanding the foregoing, all Residential Unit Owners may maintain in their respective Units, customary house pets, including, without limitation, not more than two (2) dogs weighing not more than 50 pounds each at maturity, and not more than two (2) cats, subject to such reasonable rules and regulations as the Board of Managers shall reasonably adopt. Dobermans, Pit Bulls, Danes, German Shepherds, large Collies, Huskies, Saint Bernards, Mastiffs, Rhodesian Ridgebacks, or similar dogs are specifically prohibited. Subject to the prior written consent of the Board of Managers, which shall not be unreasonably withheld or delayed upon the presentation of reasonable medical evidence and other proofs, the foregoing restrictions shall not apply to service and so-called seeing-eye dogs. Please see By-laws Article III, Section 8 (k) for the precise provisions with respect to the maintenance of house pets in a Residential Unit.

Repairs, Alterations and Improvements to Residential Units

A Residential Unit Owner can make any interior alterations or improvements to the Residential Unit he desires without obtaining the consent of the Condominium so long as such alterations or improvements do not affect the Building or any other Common Element. Non-structural alterations and improvements to Residential Units that do not affect the exterior of the Building or the value of other Units may be made without the prior approval of the Board of Managers. In the event such alterations or improvements affect the structural soundness of the Building the Residential Unit Owner must first obtain the written consent of the Board of Managers. No alterations or improvements may be made to the elevator lobby of the Residential Units without the prior approval of the Board of Managers. The cost of repairs to Residential Limited Common Elements shall be a Common Expense of the Residential Unit Owners. Repairs to General Common Elements shall be a Common Expense of all Unit Owners. All maintenance (including electrical repairs and plumbing stoppages in the Residential Units, painting and decorating of the Residential Units), repairs and replacements to the Residential Units including doors abutting a Residential Unit (except painting or maintenance of the exterior surface of windows and doors which open from a Residential Unit which are performed by the Board of Managers) and repairs to pipes, wires and conduits located in and servicing a particular Residential Unit other than as set forth in the Plan shall be made by the respective Residential Unit Owners at their own expense.

Notwithstanding the foregoing, the Board of Managers and/or Sponsor may refuse to permit a Residential Unit Owner to perform alterations in a Residential Unit until such time as the Building has been completed and permanent or final certificate of occupancy ("FCO") have been obtained therefor. In addition, the Board of Managers and/or Sponsor may refuse to permit a Residential Unit Owner to perform alterations in a Residential Unit in the event such work will compromise or inhibit the Sponsor's efforts to obtain a FCO. In addition, in the event such alterations are permitted, the Board of Managers and/or Sponsor may impose conditions and deadlines upon the planning, performing and completion of such work.

All work done by a Residential Unit Owner must be done in accordance with all applicable rules regulations, permits and zoning ordinances of any governmental agencies having jurisdiction thereof.

In the event that the Unit Owner fails to make any repair or creates any condition which affects the Building in which his Unit is located, the Common Elements, the Limited Common Elements or any other Unit, the Board of Managers, may, upon notice given in accordance with the provisions of the By-Laws, make such repair or correct such condition and charge the Unit for the cost of such service.

In the event it becomes necessary for the Board of Managers to bring any lawsuit or other proceeding to enforce its right to make such repair or correct such condition or to collect any sum due on account thereof, the Board of Managers shall also be entitled to collect reasonable attorneys' fees in connection with such suit or proceeding.

2. Commercial Unit:

Sale or Lease of Commercial Unit

The Commercial Units can be sold or leased by a Commercial Unit Owner, without restriction provided only that he or she is not in arrears on the payment of Common Charges (except where the payment of such unpaid Common Charges is paid by the Grantee or provided for out of the proceeds of the sale). Without limitations of the foregoing, the sale or lease of a Commercial Unit shall not be subject to any right of first refusal by the Board of Managers or similar restriction.

Any lease entered into must contain a provision that the Lessee is subject to the Declaration, By-Laws and Rules and Regulations of the Condominium. Failure to comply with the above shall be deemed an automatic violation of the By-Laws of the Condominium. A purchaser is free to make a gift of his or her Commercial Unit to anyone during his or her lifetime or to devise his Commercial Unit by wills or to have it pass by intestacy without any restriction, provided, however, that such new Commercial Unit Owner shall be bound by and his or her Commercial Unit shall be subject to the foregoing restrictions. No Commercial Unit can be sold without a simultaneous sale or the undivided interest in the Common Elements.

The Sponsor or any mortgagee acquiring title to a Commercial Unit in a foreclosure can sell or lease a Commercial Unit free of any of the foregoing restrictions.

Use of the Commercial Unit

The Commercial Unit or any part thereof may be used by the Commercial Unit Owner(s) (or any tenant or tenants thereof) for any lawful purpose under the New York City Zoning Resolution as limited by the terms of the Declaration and By-Laws of the Condominium. (See Part I, Section IX hereof and Article TWENTY-SECOND of the Declaration.)

Repairs, Alterations and Improvements to the Commercial Unit

The Sponsor and/or Owner(s) of the Commercial Unit(s) shall have the right, without the consent of the Board of Managers, other Unit Owners or the holders of mortgages on Units to (a) make non-structural alterations, additions or improvements to the interior of the Commercial Unit; (b) subdivide the Commercial Unit in two (2) or more separate Units; and (c) alter or improve any Commercial Limited Common Elements; provided, however that in each instance the Commercial Unit Owner shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold the Board of Managers and all other Unit Owners harmless from any liability arising therefrom. The Commercial Unit Owner shall not make any alterations, additions or improvements to the façade, exterior walls or exterior portions of the Property without the prior written consent of the Board of Managers, which shall not be unreasonably withheld, delayed or conditioned. In addition, no alterations, additions or improvements whatsoever may be made to the structural elements of the Property. The restriction set forth in the preceding two (2) sentences shall not apply to the Sponsor. If the Commercial Unit is subdivided into separate Units, the Owners thereof shall have the right, without the consent of the Board of Managers, other Unit Owners, or the holders or mortgages on Units, to apportion among the resulting Units their appurtenant interests in the Common Elements. In no case, however, may the total of such division or consolidation of the Commercial Unit by the Sponsor or Commercial Unit Owner result in a different percentage of Common Interest as existed on the date of the recording of the Declaration for the entire Commercial Unit. Please see Article SIXTH of the Declaration and Article THIRD, Section 7 of the By-laws for the precise alteration and related rights of the Commercial Unit Owner.

All additions, alterations, repairs or maintenance to the Commercial Limited Common Elements shall be the sole responsibility of, and shall be completed at the sole cost of, the Commercial Unit Owner(s). Please see Article THIRD, Section 5 (a) (16) of the By-laws for the precise additions, alterations, repairs or maintenance obligations of the Commercial Unit Owner

The Board of Managers will sign any application or other document required to be filed with any governmental authority having or asserting jurisdiction in connection with any such structural addition, alteration or improvement made by the Sponsor or his designee to any unit, or made to the Commercial Units by the owner, provided, however, that neither the Board of Managers nor the Sponsor shall be subjected to any expense or liability by virtue of the signing of the application or such other document. A copy of any such application or other document will be furnished to the Board of Managers.

The Commercial Unit Owner (or any tenant or occupant of the Commercial Unit) may erect or display signs on the front façade and exterior of the Commercial Unit, subject to prior written consent of the Board of Managers, which consent shall not be unreasonably withheld, delayed or conditioned, provided the Commercial Unit Owner complies with the following: (i) the Commercial Unit Owner obtains, at its sole cost and expense, all required permits; (ii) the Commercial Unit Owner obtain such additional insurance coverage(s) as may be reasonably requested by the Board of Managers; (iii) the Commercial Unit Owner agrees to hold the Board of Managers and all other Unit

Owners harmless from any liability arising from the installation of any such signs; (iv) any such signs comply with all Applicable Law; and (v) the signs shall be contextually and aesthetically consistent with the Property, in the reasonable judgment of the Board of Managers.

3. Storage Units.

Sale or Lease of Storage Units.

Storage Units may only be sold or leased within the context of a corresponding sale or lease of the appurtenant Residential Unit to a third-party, subject only to a right of first refusal by the Board of Managers of the Condominium covering the sale or lease of the respective Residential Unit. Individual Storage Units may only be leased on a stand-alone basis, to another Residential Unit Owner, subject only to a right of first refusal by the Board of Managers of the Condominium covering the lease of such Storage Unit.

Use of Storage Units

The Storage Unit may be used for storage of the respective Residential Unit Owner's personal items and for no other purpose. In no event shall the Storage Unit be used for the storage of any (i) animals or food, (ii) inflammable, combustible, explosive or other dangerous items or (iii) items which have an objectionable odor or which may spoil or decay.

Repairs, Alterations and Improvements to Storage Units

A Residential Unit Owner may not make any alterations in or to his or her Storage Unit, without the prior written consent of Board of Managers, which shall not be unreasonably withheld or delayed provided: (i) any alterations, additions or improvements pursuant to this paragraph shall be done at the sole cost and expense of the Residential Unit Owner and must comply with all applicable law; (ii) the Residential Unit Owner shall indemnify and hold harmless the Condominium for any damages whatsoever incurred in conjunction with such alterations, additions or improvements; (iii) prior to the commencement of any work, such Residential Unit Owner shall obtain such insurance coverages in such amounts as the Board of Managers may reasonably require, including, without limitation, workers compensation and liability insurance; (iv) all such work shall be completed expeditiously and in good condition and free of any liens of any kind; (v) any such alterations shall be limited to the installation of custom shelving, storage pallets and reasonable covering and closing of the Storage Unit's walls; (vi) all such alterations shall be completed only by contractors designated by Board of Managers and the Condominium's Managing Agent; and (vii) the Storage Unit Licensee shall not then be in default under the Declaration, after notice and the expiration of any applicable grace and notice period.

4. Provisions Affecting All Units:

Mortgaging of Units by Unit Owners

A Unit Owner may mortgage his Unit at any time after he acquires title to the Unit in whatever amount and under whatever terms he can obtain, provided that the mortgage can only be taken from a bank, savings and loan association mortgage company, life insurance company, pension fund, trust company or other institutional lender. Any Unit Owner may, however, upon the resale of his Unit, grant a purchase money mortgage to a purchaser of his Unit. A Unit Owner may mortgage his Unit only if all arrears for Common Charges, if any, are provided for at the closing of the mortgage.

Common Charges Assessment and Collection

The Board of Managers will prepare and furnish its budget to the Unit Owners and their mortgagees, if requested, annually. Based upon such budget and any modification thereof approved by the Board of Managers, all the Unit Owners will be charged for the cost of the operation of the General Common Elements of the Condominium in accordance with their interest in the Common Elements as well as sub-metering, contract allocations and usage. The Residential Unit Owners will be charged for the cost of maintaining, repairing and replacing the Residential Limited Common Elements plus the Residential portion of the General Common Elements based on each Residential Unit's percentage of residential interest in the residential portion of the Building as indicated on Schedule A. Any special assessments pertaining to the Residential portion of the Building will be charged to the Residential Unit owners in accordance with their interest in the Residential portion of the Building as shown in Schedule A. The Common Charges assessed by the Board of Managers, in addition to the cost of repairing and maintaining the Common Elements, assessments and other normal operational costs, may include, in the discretion of the Board of Managers, reserves, working capital and other sums necessary to carry on the affairs of the Condominium. In addition, Common Charges may have to be increased as a result of Unit Owners not paying their maintenance charges.

The Owner of the Commercial Unit will be obligated to pay a share of the cost of insurance and maintenance and operation of the General Common Elements based on the percentage of Common Interest allocated to the Commercial Unit(s) as reflected in Schedule A and the entire cost of the maintenance and operation of the Commercial Limited Common Elements. However the Board of Managers may also make allocations and assessments of Common Charges to the General Common Elements in accordance with sub-metering, contract allocations and usage (both projected and actual) so long as such allocations are reasonable under the circumstances and are in accordance with Applicable Law. In the event of any dispute relating to the expenses to be borne by the Commercial Unit Owner such dispute shall be submitted to arbitration in accordance with the provisions contained in Article TWELFTH of the By-Laws.

The estimate of Condominium expenditures in Schedules A and B were made by the Sponsor and passed upon by FirstService Residential New York, Inc. Although the Sponsor is of the opinion that such estimates are accurate and reasonable, they are not intended and cannot be

construed as an assurance of the actual expenses and are merely based upon information available at this time. Actual cost may be lesser or greater than as set forth herein.

It is presently anticipated that the Common Charges are to be used primarily to pay for labor, heating costs, fire and other casualty insurance on the Building and the Common Elements, public liability and property damage insurance, legal and accounting expenses, supplies and a maintenance reserve. The Common Charges do not include maintenance, repairs or decoration of interior of the Units or portions thereof, payments required pursuant to the terms of Unit Owner's mortgages or real estate taxes covering the individual Units.

The Common Charges which may be collected monthly by the Board of Managers and other costs of maintenance of the Units are set forth on Schedule A. See Schedule B-1 for estimated heating and other utility costs for each type of Unit. However, additional services which the Unit Owners may desire or other factors can increase these charges. The initial Board of Managers may commence the collection of Common Charges upon the Closing of Title to the first Unit or at any subsequent date as in its sole discretion it may determine. Prior to the collection of Common Charges, Sponsor shall be obligated to provide all the services disclosed in the first year budget at its sole expense. The Board of Manager's collection of Common Charges will be in an amount necessary to carry out the duties of the Board of Managers as is set forth in this Offering Plan and such Common Charges shall be paid by the Unit Owners and the Sponsor as owner of the unsold Units in accordance with above procedures.

Where a Unit is damaged by casualty and the proceeds of insurance are not sufficient to cover the repair of the damage, the amount necessary to restore the Unit over and above the proceeds from any fire insurance on the Units will be a common charge to all Unit Owners. In order to protect the Unit Owner against the possibility of such common charges, the Board of Managers determines the amount of blanket casualty insurance covering all Units (the cost of such insurance is part of the common charges) and reviews the amount of such coverage annually.

The Sponsor shall be liable for the Common Charges and real estate taxes of all Units to which title has not been transferred to a purchaser commencing when common charges are first collected by the Board of Managers. Once title has passed to a Purchaser, the Purchaser shall be solely responsible for all costs associated with the Unit including but not limited to Common Charges, real estate taxes, any special assessments and all individual utility costs.

Liens for the Non-Payment of Common Charges

Pursuant to the Real Property Law of the State of New York § 339-z, the Board of Managers on behalf of the Unit Owners will have a lien on each Unit for its unpaid Common Charges assessed by the Board of Managers and legal interest thereon prior to all other liens except liens for the payment of taxes and all sums unpaid on a first mortgage of record. The lien shall continue in force even after resale of a Unit except that the Board shall, in accordance with the Declaration, release the lien and right to collect unpaid Common Charges against any purchaser of a Unit where such

purchase arises out of a foreclosure of a first institutional mortgage when the Board of Managers has been made a party to the foreclosure action.

The Board of Managers may foreclose the lien in the same manner as a mortgagee of real property and in doing so shall be entitled to recover all costs incurred including reasonable attorneys' fees. The liability of each Unit Owner for the payment of Common Charges thereafter assessed against his Unit shall terminate upon a sale, transfer or conveyance of such Unit in accordance with the provisions of the Condominium Declaration and of By-Laws. Further, any Unit Owner may convey his Unit to the Board of Managers or its nominee, on behalf of all other Unit Owners, without any compensation and in accordance with the Declaration and By-Laws, and in such event he shall be exempt from any Common Charges thereafter assessed, but not relieved of his obligation to pay his mortgage. However a Unit Owner may not exempt himself from liability for his common charges by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit.

Upon a resale, the Purchaser of a Unit shall be liable for the payment of unpaid Common Charges assessed against such Unit prior to the acquisition of such Unit by the Purchaser, except that a mortgagee who acquires title to a Unit or a Purchaser at a foreclosure sale shall not be liable and the Unit shall not be subject to a lien for the payment of Common Charges assessed prior to the acquisition of title to such Unit by the mortgagee or Purchaser at a foreclosure sale. In such event and in the event of a foreclosure by the Board of Managers of its lien on any Unit for unpaid Common Charges where the proceeds of the foreclosure sale are not sufficient for the payment of such unpaid Common Charges, the unpaid balance shall be charged to all Unit Owners as a Common Expense.

The Sponsor will cause the Board of Managers to file a lien as provided for in the Real Property Law § 339-aa on Units in which Sponsor is more than thirty (30) days in arrears of Common Charges while Sponsor is in control of the Board of Managers.

Insurance

The Board of Managers shall obtain and maintain, to the extent obtainable, fire and casualty insurance with extended coverage, water damage, vandalism and malicious mischief endorsements insuring the Building, including all of the Units and the bathroom, kitchen and laundry equipment initially installed therein by the Sponsor, together with all heating, any air conditioning equipment and other service machinery contained therein, covering the interest of the Condominium, the Board of Managers and all Unit Owners and their mortgagees, as such interest may appear, in an amount equal to the full replacement value of the Building. Each of such policies shall contain a New York Standard Mortgagee clause in favor of each mortgagee or a Residential Unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee hereinafter set forth; and such other insurance as the Board of Managers may determine.

In addition to the insurance set herein, the Purchaser may desire to insure his personal effects and the interior of the Unit itself for fire and liability. Such insurance, if taken by the Purchaser, will be payable by the Purchaser directly.

If the proceeds of physical damage insurance are less than Twenty Five Thousand Dollars ($25,000.00) and the loss involves the Commercial Units or, the Commercial Limited Common Elements, such proceeds shall be paid (i) entirely to the Commercial Unit Owner(s), if no part of the General Common Elements, the Residential Units or the Residential Limited Common Elements are involved or (ii) to the Commercial Unit Owner(s), and the Board of Managers if the General Common Elements, the Residential Units, the Commercial Unit (and/or Commercial Limited Common Elements), or the Residential Limited Common Elements are involved. In the latter case, the net insurance proceeds shall be shared by the Commercial Unit Owner(s) and the Board of Managers in proportion to the cost of repairing and restoring the Commercial Units (and Commercial Limited Common Elements), the General Common Elements, the Residential Limited Common Elements and the Residential Units respectively.

The proceeds of all policies of physical damage insurance carried by the Board shall be payable to the Board of Managers in the event of a loss amounting to Twenty Five Thousand Dollars ($25,000.00) or less, and the loss involves only the Residential Units and/or the Residential Limited Common Elements. The proceeds of all policies of physical damage insurance carried by the Board of Managers shall be payable to the Insurance Trustee if the loss shall amount to more than Twenty Five Thousand Dollars ($25,000.00) to be applied for the purpose of repairing, restoring or rebuilding the Building unless otherwise determined by the Unit Owners, as hereinafter set forth.

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro-rata liability of the insurer as a result of any insurance carried by the Unit Owners or of the invalidity arising from any acts of the insured or any Unit Owners and shall provide that such policies may not be canceled or substantially modified without at least ten (10) calendar days prior written notice to all of the insureds, including all mortgagees of Units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums shall be delivered to all mortgagees of Unit at least ten (10) calendar days prior to expiration of the then-current policies.

The amount of fire insurance to be maintained on the Building upon the transfer of title to the first Unit and until the first meeting of the Board of Managers following the first annual meeting of the Unit Owners will be in the amount of replacement cost (agreed upon amount) for the entire Building. The Board of Managers shall review the amount of fire insurance annually.

A New York Bank or Trust Company shall be the Insurance Trustee unless or until replaced by another bank or trust company in the State of New York, designated by the Board of Managers. In the event that the Insurance Trustee shall resign or not qualify, the new Insurance Trustee shall also be a bank or trust company in the State of New York designated by the Board of Managers.

The Insurance Trustee shall hold all proceeds of insurance policies in accordance with Real Property Law §254.4.

The cost of all such insurance and the fees and expenses of the Insurance Trustee shall be paid by the Board of Managers and shall constitute a Common Expense. The Board of Managers shall also obtain and maintain, to the extent obtainable: (1) fidelity insurance covering all employees of the Condominium who handle Condominium funds; and (2) in order to limit the liability of Unit Owners for personal injury and tort, public liability insurance covering each member of the Board of Managers and except arising out of occurrences within his own Unit, each Unit Owner, in such limits as the Board of Managers may deem proper. The Board of Managers shall review such limits once each year.

The public liability insurance policy to be maintained until the first meeting of the Board of Managers following the first annual meeting of the Unit Owners shall be in a single limit of One Million Dollars ($1,000,000.00) primary coverage per occurrence and Two Million Dollars ($2,000,000.00) in the aggregate (plus One Hundred Million Dollars ($100,000,000.00) umbrella coverage per occurrence and One Hundred Million Dollars ($100,000,000.00) in the aggregate), covering all claims for bodily injury and property damage arising out of one (1) occurrence on the Common Elementsa limit of One Million Dollars ($1,000,000.00) per occurrence covering all claims for bodily injury and for property damage arising out of any one (1) occurrence in the Common Elements.

The Board of Managers shall have the right to require the owners of the Commercial Units to carry at their own expense such additional insurance covering each member of the Board of Managers, the managing agent, the Manager and every Unit Owner as may be reasonably required with due regard to be given to the use and occupancy of the Commercial Unit from time to time. In the event of a dispute with respect thereto, the matter shall be submitted to the American Arbitration Association for arbitration and the cost thereof will be shared by both parties equally.

Unit Owners shall not be prohibited from carrying other insurance for their own benefit provided such policies contain waivers of subrogation and further provided that the liability of the carriers issuing insurance procured by the Board of Managers shall not be affected or diminished by reason of any Unit Owner's other insurance.

THE CONDOMINIUM INSURANCE COVERAGE DOES NOT COVER FIRE AND LIABILITY INSURANCE FOR THE PURCHASER'S PERSONAL EFFECTS AND INTERIOR OF THE UNIT. UNDER THE TERMS OF THE BY-LAWS, PURCHASERS ARE REQUIRED TO SECURE SUCH COVERAGE. SEE ARTICLE SEVENTH, SECTION 4 OF THE BY-LAWS.

The insurance the Sponsor will initially procure for the Condominium will contain officers and directors liability or fidelity bond insurance.

The Board will arrange for repair of the Units in the event of casualty loss. In the event the insurance proceeds are not sufficient to cover the cost of repairs to the Units, the balance of the cost of such repairs will be assessed against all Unit Owners. For further provisions regarding repair or reconstruction of Units, after fire or casualty and condemnation provisions see Articles SEVENTH and THIRTEENTH of the By-Laws. In the event of a casualty loss, the respective Unit Owners will continue to pay the Common Charges on its Unit.

Notwithstanding the foregoing, if only the Commercial Unit(s) including the Commercial Limited Common Elements) are destroyed or damaged by fire or other casualty, the Commercial Unit Owner(s) will alone make all arrangements for the prompt repair and restoration thereof, and if the net insurance proceeds are insufficient to cover, or exceeds the cost, the Commercial Unit Owner(s) will bear the entire amount of the deficit or shall receive all of the excess in proportion to their respective Common Interests. Similarly, if only the Residential Units and/or the Residential Limited Common Elements are damaged or destroyed by fire or other casualty and the insurance proceeds are not sufficient to cover, or exceed, the cost of repairs and restoration, the deficit or surplus will be borne or shared entirely by all Residential Unit Owners in proportion to their respective Common Interests. If the damage or destruction affects the Commercial Units (and/or the Commercial Limited Common Elements), the Residential Units, the Residential Limited Common Elements and the General Common Elements, or any combination of them, any deficit or surplus of insurance proceeds shall be borne or shared by all Unit Owners in the proportion that the cost of repairing the damage or destruction to their respective Units and Limited Common Elements bears to the total cost of repairing all damage or destruction. However, the Owners of the Commercial Unit(s) will still have the right to make all arrangements for the prompt repair and restoration of their Unit(s)

Although there is no requirement for annual appraisals to ascertain whether the insurance coverage is adequate, such appraisals are required prior to renewal of any fire policy. See Schedule B for the estimated insurance costs of the Condominium.

Access by Board of Managers

The Board of Managers and its agents, employees and contractors shall have a right of access to any Unit and to all portions of the Common Elements for the purpose of carrying out any of its obligations under the Declaration and By-Laws.

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

Ownership of a Unit in the Condominium subjects the Unit Owner to compliance with the provisions of the Declaration and By-Laws as well as any Rules and Regulations contained in the Declaration or By-Laws or established by the Condominium in accordance therewith. The Rules and Regulations set forth in the By-Laws and Declaration can be found in Part II of the Plan Exhibit H, Article EIGHTH and Exhibit G, Article XVIII, respectively. The Board of Managers can

institute legal actions to enforce compliance with the provisions of the Declaration and By-Laws as well as the rules and regulations established therewith.

The provision of the Declaration and By-Laws that requires written consent of the Board of Managers prior to a Residential Unit Owner making an alteration that would impair the structural soundness of the Building does not apply to the Sponsor or its designee.

The provisions of the By-Laws which requires members of the Board of Managers to be Unit Owners will not apply to the First Board of Managers or any Sponsor designees to the Board of Managers.

Other Liens

There are no other liens or encumbrances on the Unit or Common Elements other than the lien for non-payment of common charges, the lien of a first mortgage which arises if the Purchaser obtains a first mortgage on his Unit and the liens and encumbrances set forth in Part I, Section XIV, above.

B. BOARD OF MANAGERS:

Repairs, Alterations and Improvements to Common Elements

All maintenance, repairs and replacements to the Common Elements and Residential Limited Common Elements of the Property including but not limited to exterior walls of the Building, windows, roof and roof members, as well as all maintenance, repairs and replacements to any pipes, wires, conduits and public utility lines, any portion of which is located in one Unit and services another Unit or more than one Unit or so much of any pipes, wires, conduits and public utility lines as are located in the Common Elements or Residential Limited Common Elements but serve one or more Units shall be made by the Board of Managers and the cost thereof shall be a Common Expense by all Unit Owners, except that the Commercial Unit Owner(s) will have no obligation for payment of the cost of maintenance, repair and replacement to the Residential Limited Common Elements. The Board of Managers shall repair all plumbing stoppages and electrical repairs occurring in the Residential Limited or Common Elements. All maintenance, repairs and replacements to the Residential Unit, whether structural or nonstructural, ordinary or extraordinary, other than to the Common Elements contained therein, will be made by the respective Residential Unit Owners at their expense. All maintenance, repairs and replacements to the Commercial Limited Common Elements, whether structural or nonstructural, ordinary or extraordinary, will be made by the respective Commercial Unit Owner(s) at their expense.

The Board of Managers shall have the right of access to any Unit for the purpose of making any repairs or replacements to any of the Common Elements contained therein or elsewhere in the Building or to remedy any condition which would result in damage to any other Unit or the Common Elements, or which would violate the provisions of any mortgage covering another Unit or for the purpose of complying with any laws, orders, rules or regulations of any governmental

body having jurisdiction thereof or for the purpose of carrying out any of its obligations under this Offering Plan, the By-Laws or the Declaration of the Condominium. Such right of access shall be exercised in such manner as will not unreasonably interfere with the use of the Units or with the normal conduct of business by the occupants of the Commercial Unit, but no prior notice shall be required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of Condominium residents or other persons, or required to avoid the suspension of any necessary service to the Condominium.

Restoration or Reconstruction After Fire or Other Casualty

In the event of damage to or destruction of the Building as a result of fire or other casualty, the Board of Managers shall arrange for the prompt repair and restoration of the Building and the Board of Managers or the Insurance Trustee shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense and the Board of Managers may assess all the Unit Owners for such deficit as part of the common charges.

If seventy-five percent (75%) or more of the Units are destroyed or substantially damaged and seventy-five percent (75%) or more of the Unit Owners do not resolve to proceed with repair or restoration, the property comprising the Condominium shall be subject to an action for partition at the suit of any Unit Owner or lienor, as if owned in common in which event the net proceeds of sale, together with the net proceed of insurance policies shall be divided by the Board of Managers or the Insurance Trustee, as the case may be, among all the Unit Owners in proportion to their respective common interests, after first paying out of the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens. See XIX A (4) Insurance above, for the responsibility of the Commercial Unit Owner in the event of damage which is limited to the Commercial Limited Common Elements.

Insurance

The Board of Managers shall obtain and maintain, to the extent obtainable, fire and casualty insurance with extended coverage, water damage, vandalism and malicious mischief endorsements insuring the Building, including all of the Units and the bathroom, kitchen and laundry equipment initially installed therein by the Sponsor, together with all heating, air conditioning equipment and other service machinery contained therein, covering the interest of the Condominium, the Board of Managers and all Unit Owners and their mortgagees, as their interest may appear, in an amount equal to the full replacement value of the Building. Each of such policies shall contain a New York Standard Mortgagee clause in favor of each mortgagee of a Unit which shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee hereinafter set forth; and such other insurance as the Board of Managers may determine.

Reports to Unit Owners

All Unit Owners will receive, within three (3) months of the end of each fiscal year, copies of an annual report of the Condominium including a balance sheet and profit and loss statement prepared by an independent public accountant, a statement regarding any taxable income attributable to the Unit Owners, and a notice of the holding of the annual Unit Owners meeting. All Unit Owners shall be entitled to examine the books and records of the Condominium on reasonable notice to the Board but not more often than once a month.

Right of First Refusal; Units Acquired or Leased by Board

The Board of Managers has a right of first refusal with respect to the sale or lease of any Residential Unit, except as set forth in Article XI, Section 6 of the By-Laws. The Board of Managers will notify the Residential Unit owner of its intention to exercise such right within twenty (20) calendar days from the date of receipt of notice from the Residential Unit Owner to the Board of Managers of the intended sale or lease. If the Board of Managers exercised such right, the closing will occur within forty-five (45) calendar days from the date the Board of Managers gives notice to the Residential Unit Owner of its election to accept such offer.

In the event the Board of Managers does exercise its right of first refusal, the acquisition or lease of the Residential Unit may be made from the funds deposited in the capital and or expense account of the Condominium or, if such funds are insufficient, the Board of Managers may assess each Unit Owner, other than the offering Residential Unit Owner, in proportion to each Unit Owner's interest in the Common Elements, as a Common Charge, or may borrow money to finance such acquisition. The sole security which may be given for any funds so borrowed is the Residential Unit to be acquired. The Board of Managers may also assess each Unit Owner, as provided above, for maintenance of such Residential Unit. In the event any Residential Units are acquired or leased by the Board of Managers the title or lease will be held by the Board of Managers or its designees on behalf of all Unit Owners in proportion to their interest in the Common Elements and any sale or lease of such Residential Unit will be made by the Board of Managers or its designees on behalf of all Unit owners in proportion to their interests in the Common Elements. Such Residential Units, while owned or leased by the Board of Managers or its designees, may be used for any purpose for which it could be used by an individual Residential Unit Owner. In no event, however, may the Board of Managers or its designees at any meeting of Unit Owners vote the votes appurtenant thereto in any election of members of the Board. In any such sale or lease of such Residential Unit, the Board of Managers or its designees may not discriminate against any person on the basis of race, creed, colors national origin, sex, disability, age, marital status or other grounds prohibited by Applicable Law.

Each Unit Owner, at the closing of title to his Unit, will be required to execute an instrument (the "Power of Attorney") in substantially the form set forth at Part II, Exhibit B of this Plan, designating the Board of Managers and their successors, as his attorneys in fact, coupled with an interest, for the purpose of selling, conveying, mortgaging, leasing, subleasing (but not voting the

votes of) or otherwise dealing with units acquired by the Board of Managers or their designee, on behalf of all Unit Owners.

Units Acquired by the Board of Managers

All Residential Units which are acquired by the Board of Managers, or its designee, pursuant to the exercise of the Board of Manager's right of first refusal and all Unit acquired by the Board of Managers, or its designee, pursuant to the enforcement of its RPL Sec. 339-z lien for the non-payment of Common Charges, shall be held by it on behalf of all Unit Owners whose respective interests shall be in proportion to the common interest to such Unit Owners and the votes appurtenant to such Units shall be cast by the Board of Managers or its designee at all meetings of the Unit Owners, except that the Board of Managers will not vote the votes appurtenant to such Units in any election of members of the Board of Managers.

Termination of Condominium

This Property shall not be withdrawn from the provisions of Article 9-B of the Real Property Law unless at least eighty percent (80%) of the Unit Owners, including, without limitation, the Sponsor, in number and in Common Interest and the first mortgagees, if any, of these same Units agree to the withdrawal of this Property from the provisions of such Article.

Covenant Against Partition of Common Elements

The Common Elements are not subject to partition nor are they severable from the Units except in accordance with the Real Property Law.

Reserves

The Condominium has the right to accumulate reserves for capital replacements or other general repairs of the Condominium. However, the Condominium will be taxed on any excess of income over expenses from unrelated sources. Examples of unrelated source income include interest earned on reserve or other invested funds.

Easements

Each Unit Owner will have an easement in common with all other Unit Owners for the use, maintenance and repair of all pipes, wires, conduits and public utility lines located in the Common Elements or located in other Units and servicing his Unit. Further, each Unit Owner will have an easement for the continuance of any encroachment by his Unit on any adjoining Unit or Common Element now existing or which may come into existence hereafter as a result of the settling of the Units or repair or alteration of the Unit by the Board of Managers, after damage by fire or other casualty or as a result of condemnation or eminent domain proceedings, or by reason of an alteration made by the Board of Managers to the Common Elements so that any such encroachment may

remain undisturbed so long as the Unit stands. Each Unit will be subject to such encroachments and easements in favor of all other Units.

The Board of Managers, its agents and employees shall have a right of access to the Units and to the Common Elements (irrespective of the restricted nature of such Common Element) to inspect, maintain or repair the Common Elements or any pipe, wire, or conduit therein or to make repairs to the Unit to prevent damage to the Common Elements or any other Unit.

The Commercial Units shall have an easement for the exclusive use of appurtenant Limited Common Elements, and shall also have easements to install, maintain, repair and replace signs, flues, vents, air conditioning, heating, ventilating water and other mechanical lines and fixtures and equipment in the basement, the roof and on the exterior walls of their Units.

Residential Units shall have an easement for the exclusive use of such portions of the Residential Limited Common Elements as may be appurtenant thereto.

Allocation of Common Interest

The Common Interest of the Condominium establishes the Unit Owners' percentage of ownership in the Common Elements and percentage of liability for the payment of Common Charges. Each Unit Owner has the percentage of Common Interest in the Condominium set forth on Schedule A. Such allocation has been based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit.

The percentage of the undivided interest in the Common Elements shall not be changed except with the consent of all of the Unit Owners affected expressed in a duly recorded amendment to the Declaration.

Copies of both the Declaration and By-Laws are contained in Part II of the offering Plan.

XX. Real Estate Taxes

In accordance with the New York State Condominium Act, real estate taxes applicable to each Unit will be separately assessed. Each Unit will then be taxed as a separate tax lot for real estate purposes and that the 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 taxes on other Units.

If the Units have not been separately assessed for real estate tax purposes prior to closing of title to the first Unit, Sponsor shall place in escrow, in the name of the Board of Managers, an amount equal to the unpaid real estate taxes which will be levied against the parcel for the six (6) month period following the first closing or until the Units are separately assessed, whichever is shorter. Such amount shall be disclosed in the initial post-closing amendment. The Board of Managers will pay the real estate taxes from the escrow account when taxes are due and payable and shall receive reimbursement from Unit Owners at closing of title.

The estimated monthly costs and charges to be incurred by the owner of each Unit in the first year in which the property will be fully subject to real estate taxes together with estimated insurance costs for the fire and liability insurance on each Unit and other carrying costs are set forth on Schedule A. The estimate of real estate taxes for the projected First Year of Condominium Operation is based upon (i) the projected concluded assessment estimate upon completion of the renovation of the Building, as determined by the law firm of Goldberg Weprin Finkel Goldstein LLP and (ii) a projected tax rate of 12.855% for the Residential Units and 10.684% for the Commercial Unit, which tax rates are projected for the tax year 2017/2018, which commences on July 1, 2017. The projected date of the First Unit Closing is December 1, 2017.

The actual taxes for the Property for the year 2015/2016 are $211,715.20 based upon an assessed valuation of $1,981,610 and a tax rate of approximately 10.684%. The assessing authority which determines the tax rate and the assessed valuation is the New York City Department of Finance.

The estimate of real estate taxes for each Unit for the First Year of Condominium Operation further assumes that the amount of real estate taxes payable with respect to each Unit will be levied in the proportion that its Common Interest bears to the Common Interest of all Units. There is no assurance that the City of New York will allocate taxes between Units in proportion to their respective Common Interests, the tax assessment for each Unit may be allocated on a basis that differs from the allocation of Common Interests. If they do, Owners of Units having the same Common Interest will pay different amounts of real estate taxes.

The Sponsor anticipates that the real estate tax rate will increase in future years rather than remain constant. The estimates of projected real estate taxes in this Offering Plan have been prepared by the Sponsor and cannot be construed as an assurance of the final tax costs, but are merely estimates based upon information available to the Sponsor at this time. Actual assessments may vary depending on such factors as changes in tax rates, method of assessment, etc. In no event will the Sponsor, Sponsor's counsel or Sponsor's consultant be liable to any Purchaser under this

Plan, nor will any Purchaser have the right to rescind his Purchase Agreement, in the event the amount of the taxes and assessed valuation differ from those projected nor if the method of allocating taxes is done in a manner different from indicated in Schedule A of the Plan.

Each Unit Owner shall designate the Board of Managers as his attorney-in-fact, which power shall be deemed coupled with an interest, to act as agent for such Unit Owner in accordance with Real Property Law § 339-y to complain or apply to the board of assessment review of the assessing agency by filing a single complaint on behalf of all such Unit Owners, to commence and prosecute a special proceeding and to seek administrative and judicial review of assessments. The Board of Managers may retain legal counsel on behalf of all Unit Owners for which it is acting as agent and to charge all such Unit Owners a pro rata share of expenses, disbursements and legal fees for which charges the Board of Managers shall have a lien pursuant to Real Property Law § 339(z). See Article III, Section 5, (a), (15) of the By-Laws which grant the Board of Managers the authority to file such proceedings on behalf of the Unit Owners pursuant to written authorization.

Each Unit Owner shall at the closing of title to his Unit, execute an instrument substantially in the form included in Part II, Section J, authorizing the Board of Managers and the Sponsor to commence and prosecute a special proceeding and to seek administrative and judicial review of assessments on behalf of such Unit Owner.

XXI . Income Tax Deductions to Unit Owners and Tax Status of the Condominium

The Sponsor has been advised by its counsel, Goldberg Weprin Finkel Goldstein LLP, that each Residential Unit Owner will be entitled under present law to a deduction for Federal, New York State and City income tax purposes for the real estate taxes paid by him covering his Unit and, provided the Residential Unit is used as the Residential Unit Owner's primary residence or one (1) other residence that he selects pursuant to Section 163(h) of the Internal Revenue Code of 1986, for the interest paid by him on any mortgage covering his Residential Unit. Similarly, the Sponsor has been advised by counsel that certain Residential Unit Owners who are veterans of the United States Armed Forces may be entitled to deductions covering part of the real estate taxes applicable to their respective Residential Units.

The Commercial Unit Owners owning a Unit for commercial purposes will be entitled under present law to a deduction for Federal and New York State and City income tax purposes for the real estate taxes paid by him covering the Commercial Units, for the interest paid by him on any mortgage covering the Unit, common charges and depreciation. See Section XXII entitled "Opinion of Counsel".

The Sponsor has been advised by its counsel that the Condominium will be taxed on any excess of income over expenses from unrelated sources. Examples of unrelated source income include interest earned on reserve and other invested funds, income from concessions and income from dues or fees received from persons other than the Residential Unit Owners. If the Condominium is required to pay taxes, the amount thereof will be levied as an additional common charge.

GOLDBERG WEPRIN FINKEL GOLDSTEIN LLP

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XXII. Opinion of Counsel

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June 15, 2015

118 East 59th Street Realty LLC
175 East Shore Road
Great Neck, NY 11023

Re: 118 East 59th Street Condominiuim

Dear Sir/Madam:

We note that the Offering Plan for the above-captioned Condominium states that it is believed that the monthly payments of interest on any mortgage which becomes a lien on a Condominium Residential Unit by a Residential Unit Owner who uses his Residential Unit as his principal residence or the one other residence that he selects pursuant to Section 163(h)(5)(A)(ii)(II) of the Internal Revenue Code of 1986 (the "Code") and the real estate taxes payable by a Residential Unit Owner which are assessed against his Residential Unit by any governmental taxing authority, are a proper deduction in connection with Federal and New York City and State Income Taxes payable by the owner of such Condominium Residential Unit.

We have given this matter careful study and it is our opinion that, pursuant to the provisions of the Internal Revenue Code (See Revenue Ruling 64-31, C.B. 1964-300) and the corresponding provision of the New York State Law (See Section 615 of the Tax Law), such interest payments and the aforesaid real estate payments are proper deductions by the owner of a Condominium Residential Unit, in connection with his Federal and New York City and State income taxes. In addition, certain Residential Unit owners who are veterans of the United States Armed Forces may be entitled to deductions covering part of the real estate taxes applicable to their Residential Units.

Section 528 of the Code, affords certain Condominiums substantially all of whose Residential Units are used for residences, the opportunity to elect to be treated as tax exempt organizations. In order to qualify, sixty percent or more of the gross income of each must consist of amounts received as membership dues, fees or assessments from the Unit owners and 90 percent or more of the expenditures of each must be for the acquisition, construction, management, maintenance and care of the Condominium Properties, which properties, as defined in Section 528 of the Code, include property held by the Condominium commonly held by the members of the Condominium, or property within the Condominium held by the members of the Condominium. Based upon our examination of the Offering Plan and subject to the Condominium actually satisfying the minimum percentage income and expenditure criteria set forth above, it is our opinion that the Condominium will be eligible to be treated as a tax exempt organization under Section 528 of the Code.

Such an election will exempt from Federal and New York City and State Income Taxation all amounts received by the Condominium from the home owners as membership dues, fees or assessments. The Condominium will be taxed however, on any excess of income over expenses from unrelated sources. Examples of unrelated source income include interest earned on reserve funds, income from concessions and income from dues or fees received from persons other than the Unit Owners. In the event either the Condominium fails to qualify for and elect Section 528 taxation status in any year, it may, to the extent it has any income from unrelated sources or from accumulated revenues received by virtue of dues, fees and assessments received from Unit Owners not expended in any taxable year, be subject to Federal and New York City and State Income Taxation (See Rev. Ruling 74-99, 1974-1 C.B. 131).

We have considered the relevant cases and rulings on the tax status of the Condominium, including Revenue Rulings 74-17, 74-991 73-370 and 75-371. These rulings, under certain circumstances, permit assessments for capital replacements and new or replacement equipment to be excluded from the Condominium's income and be treated for tax purposes as additional capital contributions. In such case, each Unit Owner's assessment for such purposes would add to his tax basis. Although the Condominium described in the Plan may be deemed a taxable entity under such Rulings, assuming that assessments for capital purposes, including reserves, are properly designated and accounted for, and that certain other special purpose assessments are properly treated as trust funds, the Condominium should not realize any significant amount of taxable income, other than with respect to incidental investment income, such as interest earned on reserve funds deposited in bank accounts.

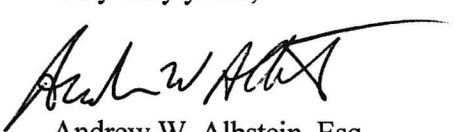
Based upon the determination of FirstService Residential New York, Inc., licensed real estate brokers, it is our opinion that Sponsor has complied with Real Property Law Section 339(i) in assigning the percentage of common interest to each Unit. The Common Interest of each Unit has been based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit pursuant to Section 339-i(l)(iv) of the Real Property Law of the State of New York.

No warranty or representation can be made that the United States Treasury Department, the Department of Taxation and Finance of the State of New York or the Department of Finance of the City of New York, will allow the income tax deductions referred to herein if the tax laws or the regulations issued thereunder or any judicial interpretation to thereof change. Under no circumstances will the Sponsor or counsel to the Sponsor or any person be liable if the United States Treasury Department, Department of Taxation and Finance of the State of New York or the Department of Finance of the City of New York fail to allow the income tax deductions by future changes of fact or law including statutes, regulations, rulings and judicial determinations.

In our opinion the Condominium will be eligible for tax-exempt status, if it elects such status, and Unit Owners will be entitled to income tax deductions. However, this opinion is not a guarantee; it is based on existing rules of law applied to the facts and documents referred to above. No assurances can be given that the tax laws upon which counsel base this opinion will not change. In no event will the Sponsor, the Sponsor's Counsel, the Board of Managers of the Condominium, the selling agent, if any, or any other person be liable if there are changes in the facts on which counsel relied in issuing this opinion or if there are changes in the applicable statutes regulations, decisional law or Internal Revenue Service rulings on which counsel relied which cause the Condominium to cease meet the requirements of Section 528 of the Internal Revenue Code of 1986, as amended, or the New York State tax law, as amended, and cause the Unit Owners not to be entitled to income tax deductions.

It is our understanding that this letter will be made a part of the Offering Plan of 118 East 59th Street Condominium.

Very truly yours,



Andrew W. Albstein, Esq.

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XXIII. Real Estate Tax Opinion

September 8, 2015

118 East 59th Street Realty LLC
c/o Unit 1901, Euro Trade Centre
21-23 Des Voeux Road
Central Hong Kong

Re: 118 East 59th Street Condominium
118 East 59th Street
Block: 1313 Lot: 63
Borough of Manhattan

Gentlemen:

You have requested our opinion as to the following:

1) An estimate of the possible assessed value after construction of the premises and transfer to a Condominium Association.

2) An estimate of the assessed value and real estate taxes of the commercial space of the condominium.

The land area is approximately 5,020 square feet. The site is a four – story 12,500 square foot commercial building. You plan to demolish the commercial building and erect a 40-story Class A - elevator apartment building. There will be 29 residential units, twelve 2 bedroom with 2.5 bathrooms units approximately 1,731 square feet, eight 2 bedroom with 2.5 bathrooms units approximately 1,729 square feet, four 1 bedroom, 1.5 bathrooms with study units approximately 1,498 square feet, two 1 bedroom 1.5 bathrooms with study units, two 2 duplex 3 bedroom with 3 bathroom units approximately 3,227 square feet and one 4 bedroom with 4 bathrooms

penthouse unit approximately 5,184 square feet. The total residential square footage will be approximately 55,252 square feet. There will also be a three story retail unit located in the cellar, first and second floors approximately 9,121 square feet. A Condominium Association will own the property after completion. The cost of construction is estimated to be $100,000,000. You acquired the property for $49,000,000. You estimated the building will be completed and ready for occupancy by July 1, 2017.

The setting of an assessed value is a subjective determination of an assessor. In determining the assessed value, the assessor will take into consideration the estimate of rental values, an estimate of expenses for the operation of this property, and a capitalization rate (rate of return). The assessor, armed with this information, will arrive at an assessed value. There is no hard and fast formula for setting an assessed value. Differences in estimating rental value, operating expenses and different capitalization rates will create differences in assessed value. Sometimes these differences, even small differences, can markedly change the assessed values.

The New York City Department of Finance Real Property Assessment Division currently employs three recognized methods of appraisal in order to arrive at an assessed value. These methods are the cost of construction method, the capitalization of pre real estate tax net income method and the comparable sale price method. The cost of construction method is based on the idea that the value of a property is reflected by the hard and soft costs of construction, plus the cost of the land.

Based upon information provided to us, by your office, we estimate the assessed value of this building upon transfer to an entity owned by a condominium association to be **$8,065,840**.

In preparing our estimate we have relied upon the capitalization of pre real estate tax net income to set the assessed value. We believe the capitalization of net income is the most reliable method to set an assessed value. Set forth below is our analysis and estimate.

Capitalization of Pre-Real Estate Tax Net Income
Analysis of Entire Building

Estimated Gross Income after construction of Elevator Apartment Building with 55,252 square feet of Residential space and 9,121 square feet of Retail Space	$ 3,609,390
Estimated Expenses - (based on Sponsor's estimate for the first year) before real estate taxes and management, adjusted for legal and accounting, repairs and maintenance fees, miscellaneous expenses, painting and decorating fees,	$ 1,371,568

water/sewer taxes and a reserve for replacement	
Pre Real Estate Tax Net Income	$ 2,237,822
Equalized Cap rate @ 6.70 plus 45% of the 2015/2016 Class 2 tax rate of 12.855 per hundred	12.485%
Estimated Full Market Value Rounded	$17,924,085
Estimated Assessed Value @ 45% of Market Value	$ 8,065,840
2015/2016 Class 2 Tax Rate of 12.855 per hundred multiplied by estimated Assessed Value = estimated Real Estate Tax rounded	$ 1,036,865

Our analysis was based upon information provided to this firm by your office

Capitalization of Pre-Real Estate Tax Net Income
Analysis of 9,171 Square Feet of Retail Space

Estimated Gross Income of 9,171 square feet of Retail Space	$ 825,390
Estimated Expenses - (based on Sponsor's estimate for the first year) before real estate taxes and management, adjusted for legal and accounting, repairs and maintenance fees, miscellaneous expenses, painting and decorating fees, water/sewer taxes and a reserve for replacement	$ 165,078
Pre Real Estate Tax Net Income	$ 660,312
Equalized Cap rate @ 8.20 plus 45% of the 2015/2016 Class 4 tax rate of 10.684 per hundred	13.00%
Estimated Full Market Value Rounded	$ 5,079,325
Estimated Assessed Value @ 45% of Market Value	$ 2,285,695

2014/2015 Class 4 Tax Rate of 10.684 per
hundred multiplied by estimated Assessed Value =
estimated Real Estate Tax rounded $ 244,205

Our analysis was based upon information provided to this firm by your office.

For the first year of the condominium operation we estimate the real estate taxes to be as follows:

Residential Portion of Condominium: $792,660
Commercial Portion of Condominium: $244,205

This letter was prepared by the undersigned and based upon information as supplied to him by the sponsor. There has been no independent verification of that information. The opinion expressed in this letter is the opinion of the undersigned and does not necessarily express the opinion of the Department of Finance or the Real Property Assessment Division or any other City department involved in the assessing process.

Conclusions reached by these departments may be different from the undersigned's and may result in a radically different determination. Small differences in income, expenses and capitalization rates can markedly change an estimated assessed value. While we believe our opinions are founded on reasonable assumptions, our opinion is not intended as a representation or warranty.

While we believe our opinions are founded on reasonable assumptions, our opinion is not intended as a representation or warranty.

We consent to the inclusion of this letter in a condominium offering plan.

Very truly yours,
Goldberg Weprin Finkel Goldstein LLP

Arnold Mazel, Partner

AM:sr

XXIV. Reserve Fund and Working Capital Fund

At Closing of title, each Purchaser of a Unit will contribute a sum equal to two (2) months' Common Charges to the working capital fund ("Working Capital Fund") of the Condominium (or to reimburse the Sponsor for its payments to the Working Capital Fund). The Working Capital Fund will be held for initial working capital, repairs, insurance premiums, and other operating expenses incurred by the Condominium prior to the time that sufficient monthly Common Charges have accrued to pay such expenses. The Working Capital Fund will be kept in a separate account. No capital reserve fund is being established for the Condominium.

At the First Closing, the Sponsor will apportion the following items with the Board of Managers as of midnight of the day preceding said Closing:

i. employees' wages, vacation and severance pay, and all other payments and obligations relative to the employees of the Condominium, if any;

ii. deposits with utility companies, if any, and fees for assignable permits and licenses, if any;

iii. cost of gas, electricity and other utility charges for the Common Elements, including any assignable deposits with the utility companies;

iv. payments under any service, maintenance and concession contracts;

v. any water charges and sewer rents payable as Common Charges;

vi. cost of supplies on hand and equipment at Sponsor's cost (plus sales tax, if any);

vii. premiums for transferable insurance policies;

viii. management fees; and

ix. other customary adjustments.

All utility deposits made by Sponsor prior to the First Closing will be reimbursed. If any of the foregoing items to be apportioned or credited to Sponsor cannot be determined at the First Closing because they are not fully ascertainable, they shall be apportioned and adjusted or credited at the First Closing to the extent reasonably possible, and final adjustments or credits will be as soon thereafter as the undetermined amounts are ascertained.

Any Closing adjustments or credits the Sponsor owes the Board of Managers acting on behalf of the Unit Owners will be paid by the Sponsor into the Working Capital Fund. Any Closing adjustments the Board owes the Sponsor will be paid by the Board from the Working Capital Fund. However, the Closing adjustments to be paid by the Board to the Sponsor at the First Closing shall

not reduce the Working Capital Fund below One Thousand Dollars ($1,000.00). In connection therewith, the Board may pay any excess Closing adjustments to the Sponsor in twelve (12) equal monthly installments starting the month after the Working Capital Fund reaches Five Thousand Dollars ($5,000.00). The amounts due Sponsor will be evidenced by an unsecured promissory note payable with interest at a rate of eight percent (8%) per annum to be executed by the Board on behalf of the Unit Owners at the First Closing; if such note is necessary, the payments to be made under the note may result in an increase in Common Charges payable by the Unit Owners during the First Year of Condominium Operations. If the Sponsor is due any sums to reimburse it for advancing funds to the Condominium with respect to the purchase of the superintendent's Unit by the Board of Managers, then such advance will also be evidenced by a promissory note, payable as provided in Section 3(c) of this Plan.

No bond or other security will be furnished by the Sponsor for the performance of its obligations under this Plan, and its ability to perform will depend upon its financial condition when called upon to perform. While the Sponsor is in control of the Board of Managers, the Working Capital Fund may not be used to reduce Common Charges. If any portion of the Working Capital Fund is used during this period to pay for items in the budget set forth in Schedule B, such amounts will be repaid out of Common Charges collected.

In addition, the Condominium budget includes the following: a line item Repairs and Maintenance fund of Forty-Four Thousand Dollars ($44,000.00), a line item Contingencies fund in the amount of Twenty Five Thousand Dollars ($25,000.00) and a line item Reserve for Replacement fund in the amount of One Hundred Eight Thousand Nine Hundred Dollars ($108,900.00) to be collected out of the Common Charges paid by the Unit Owners. These repairs and maintenance, contingency and repair and replacement funds are to be used for the maintenance and repair of the Common Elements of the Condominium.

No representation is made that the repairs and maintenance fund and the contingency fund will be adequate to cover current or future expenses including repairs or replacements of Common Elements. If additional funds are required over and above said funds, it may be necessary to increase the Common Charges payable by the Unit Owners or to collect a special assessment from each Unit Owner. No reserve fund has been provided for major capital repairs or improvements.

Neither the Department of Law nor any other Governmental Agency has passed upon the adequacy of the above funds.

XXV. Management Agreement, Contract and Leases

A. Management Agreement

At or prior to the First Unit Closing, the Condominium ("Principal") will enter into a management agreement ("Management Agreement") with FirstService Residential New York, Inc., 622 Third Avenue, New York, NY 10016 ("Managing Agent"). The agreement will be for an initial term of one (1) year, commencing on the date of the First Unit Closing. It shall be subject to the right of the Principal, with or without cause, and the Managing Agent to cancel at any time upon at least thirty (30) and sixty (60) days' prior written notice, respectively. After the term of the management agreement has expired it will be automatically renewed from month to month until cancelled by either party on thirty (30) days' prior written notice. The Management Agreement shall be assignable by either party.

The Managing Agent will receive a stated annual fee of Thirty Eight Thousand Dollars ($38,000.00), payable in equal monthly installments. Such fee will be paid by the Board of Managers and will be charged to all Unit Owners as a Common Expense. However, the Managing Agent will be entitled to collect from each Unit Owner (other than the Sponsor, its designee or any other owner of an Unsold Unit), a fee in the amount of Five Hundred Dollars ($500.00) for the processing of each application for a waiver of right of first refusal for a resale, and a fee of Two Hundred Fifty Dollars ($250.00) for the processing of each application for the waiver of a right of first refusal in connection with the lease of a Unit.

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

(a) Cause to be hired, subject to the prior right of approval by the Board of Managers, paid and supervised, all persons necessary to be employed, including a part-time visiting superintendent, if any, in order to properly maintain and operate the Common Elements of the Building, who, in each instance, shall be the Principal's and not the Managing Agent's employees, and cause to be discharged by either written order of the Board of Managers or the Managing Agent all persons unnecessary or undesirable, all subject to such union contracts, if any, or other agreements concluded on behalf of the Principal with the Principal's approval.

(b) Cause the Common Elements of the Building to be maintained in such a condition as may be deemed advisable by the Principal, including interior and exterior cleaning, and cause repairs and alterations thereof to be made, including, but not limited to plumbing, steam-fitting, carpentry, decorating and such other incidental alterations or changes therein as may be proper, subject only to the limitations contained in the Management Agreement or in any agreement with any Unit Owner or tenant. Ordinary repairs or alterations involving an expenditure of over One Thousand Dollars ($1,000.00) for any one (1) item shall be made only with the prior written approval of the Principal, but emergency repairs, immediately necessary for the preservation or safety of the Common Elements of the Buildings or for the safety of Unit Owners, tenants or other persons, or required to avoid the

suspension of any necessary service in the Building, may be made by the Managing Agent irrespective of the cost thereof, without the prior approval of the Principal.

(c) Cause all such acts and things to be done in or about the Common Elements of the Building as shall be necessary to comply with any and all orders or violations affecting the Premises, placed thereon by any federal, state or municipal authority having jurisdiction there-over, and orders of the New York Board of Fire Underwriters, the New York Fire Insurance Exchange or other similar body, subject to the limitation with respect to the amount of expenditure involved as contained in paragraph (b) above.

(d) Enter into contracts for electricity, gas, sidewalk maintenance, elevator and boiler maintenance, telephone, window cleaning, ash and rubbish removal for the Residential Units, vermin extermination and other services or such of them as shall be approved by the Principal; purchase all supplies which shall be necessary to maintain and operate the Common Elements of the Building, make all such contracts and purchases in either the Principal's or the Managing Agent's name, as the Principal shall elect; credit to the Principal any discounts or commissions obtained for purchases or otherwise, except insurance commissions and commissions payable to the Managing Agent under the terms of the Management Agreement. In no event shall any service contract be for a term longer than three (3) years (other than the elevator service contract as set forth herein) or require annual payments in excess of Five Thousand Dollars ($5,000.00) unless authorized by the Principal.

(e) Cause to be effected and maintained to the extent obtainable, in such amounts as the Principal shall designate in writing and through such brokers as the Principal may designate, fire, rent, boiler, elevator, water damage, liability, worker's compensation, disability and such other insurance as the Principal may deem necessary or advisable.

(f) Make a careful audit of all bills received for services, work and supplies ordered in connection with maintaining and operating the Common Elements of the Building, pay all such bills and, also pay water charges, sewer rent and assessments assessed with respect to the Common Elements of the Building, if any, as and when the same shall become due and payable.

(g) At the direction of the Principal, carry out required procedures and give required notifications as set forth in the Condominium Declaration and By-Laws, in connection with the exercise of the right of first refusal on proposed sales or leases of Units.

(h) Procure social and credit references from all prospective Unit Owners or tenants.

(i) Supervise the moving in of Unit Owners and tenants, and, as far as possible, arrange the dates thereof so that there shall be a minimum of disturbance to the operation of the Building and of inconvenience to other Unit Owners and tenants.

(j) Bill Unit Owners and tenants for Common Charges, rent and other charges and use its best efforts to collect such Common Charges, rent and other charges which may at any time be or become due to the Principal from any Unit Owner or tenant.

(k) Consider and, where reasonable, attend to the complaints of Unit Owners, tenants and subtenants, provided that if the Managing Agent shall deem any complaints unreasonable, the Managing Agent shall so advise the Board of Managers and give reasons for its opinion.

(l) Maintain payroll records and cause to be prepared and filed, the necessary forms for unemployment insurance, social security taxes and withholding taxes and all other forms required by any federal, state or municipal authority with appropriate assistance from a paycheck service at the expense of the Principal if desired by Managing Agent.

(m) Render monthly statements supported by disbursement vouchers and bills to the Principal, not later than the twenty-fifth (25^{th}) day of each month, remitting the amount collected during the previous month less disbursements made on behalf of and for the account of the Principal, including the Managing Agent's compensation hereinafter specified, and less, also, all such amounts as in the Managing Agent's judgment it may be necessary or advisable to reserve or withhold to meet obligations due or which will or may become due thereafter and for which current income will not or may not be adequate. A copy of each such monthly statement shall be sent by the Managing Agent to the President and Treasurer of the Principal.

(n) Maintain in a satisfactory manner, the records of cash receipts and cash disbursements, checkbooks, operating bank account(s), minutes books and other records of the Principal.

(o) In conjunction with the certified public accountant of the Principal, arrange for an annual audit each year of the books of account of the Principal including an annual report each year of the operations of the Principal for the year then ended. A copy of each such annual report shall be sent by the Managing Agent to each Unit Owner.

(p) Prepare and submit annually to the Principal an operating budget setting forth the anticipated income and expenses of the Condominium for the ensuing year; send to each Unit Owner a copy of the operating budget as adopted by the Board of Managers of the Principal, and notify Unit Owners of annual and all other assessments of Common Charges as determined by the Board of Managers of the Principal.

(q) Make all necessary arrangements for the holding of meetings of the Unit Owners and Board of Managers and cause a representative of its organization to attend meetings of the Unit Owners and of the Board of Managers, if requested.

(r) Prepare and send out all notices of Board of Managers' meetings and Unit Owners' meetings and such other letters and reports as the Board of Managers may request.

(s) Managing Agent shall generally do all things reasonably deemed necessary or desirable by the Board of Managers for the proper management of the Common Elements of the Buildings.

The annual financial statement with respect to the Condominium will not be prepared by the Managing Agent. Such statement will be prepared by an independent certified public accountant engaged by the Board of Managers whose fees are to be paid by the Board of Managers and charged to the Unit Owners as a Common Expense.

All expenses incurred by the Managing Agent in performance of its duties will be reimbursed by the Board of Managers and charged to the Unit Owners as a Common Expense. In addition, the Board of Managers will indemnify the Managing Agent against any claims or liabilities in connection with acts properly performed by it pursuant to the instructions of the Board of Managers or for personal injury or property damage not resulting from the Managing Agent's gross negligence or willful misconduct.

B. Concierge Services Agreement

At or prior to the First Unit Closing, the Condominium will enter into a concierge services agreement ("Concierge Agreement") with Abigail Michaels Concierge Inc., 622 Third Avenue, New York, NY 10017 ("Concierge Service Provider"). Under the Concierge Agreement, the Concierge Service Provider shall provide such concierge and related services as may be generally desired by residents or other first class, luxury apartment buildings similar to the Property. The Concierge Agreement provides for an annual fee of One Hundred Twenty Thousand Dollars ($120,000.00), payable in equal monthly installments. Such fee will be paid by the Board of Managers and will be charged to the Residential Unit Owners as a Common Expense.

XXVI. Identity of Parties

Sponsor

The Sponsor is 118 East 59th Street Realty LLC, a New York limited liability company with an address at 175 East Shore Road, Great Neck, NY 11023. Artland International Company Limited LLC ("Artland"), a Delaware limited liability company duly qualified to transact business in the State of New York, holds all of the equity interests in the Sponsor. Intelligent Capital Company Limited ("Intelligent Capital"), a Cayman Island company, holds all of the equity interests in Artland. Intelligent Capital is owned by Millennia Prime Property 1, L.P., the director of which is Neo Que Yau, and Fortunate Decade Limited, the manager of which is Kwok Ying Lan. The principals of the Sponsor are Neo Que Yau and Kwok Ying Lan. Neo Que Yau is also the manager of Artland and the director of Intelligent Capital.

The principals of Sponsor are private real estate investors. Neither the Sponsor nor any of its principals have any (i) prior felony convictions and (ii) any prior bankruptcies, convictions, injunctions and judgments, that may be material to the Plan or an offering of securities generally, that occurred within the fifteen (15) years prior to the submission of this Plan. Neither the Sponsor nor any of its principals have made any prior public offerings of condominium or cooperative apartments during the preceding five (5) years.

Attorneys

The Sponsor has retained Goldberg Weprin Finkel Goldstein LLP, 1501 Broadway, 22nd Floor, New York, New York 10036 to represent it in the preparation and consummation of the Plan. Howard Borkan, Esq. had principal responsibility for the preparation of the Plan. No separate counsel has been retained to represent the Condominium. It is suggested and expected that each Purchaser will consult and be represented by his own counsel in connection this offering.

Goldberg Weprin Finkel Goldstein LLP has no financial interest in the Property or the Sponsor, except that they will be paid a fee for their services.

Architect

The engineer who prepared the report in Part II and who executed the Certification in Part II is SLCE Architects, LLP, 1359 Broadway, New York, NY 10018. The said firm has been involved in the design and oversight of a range of Commercial, Institutional, Office and Residential buildings in New York City, including, without limitation, 15 Central Park West, 40 Mercer Street and 100 United Nations Plaza Tower.

The Managing Agent

FirstService Residential New York, Inc., a New York corporation, having an office at 622 Third Avenue, New York, New York 10017 will be the managing agent for the Building.

The Managing Agent has been engaged in the development ownership, operation and management of New York City multifamily residential properties for over twenty-five years. There have been no prior felony convictions of the Managing Agent, or any principals of the Managing Agent; and no prior convictions, injunctions and judgments against the Managing Agent, or any principals of the Managing Agent.

A list of properties which have been managed by the Managing Agent include: The Plaza Condominium, 306 West 48th Street, 8 Spruce Street (NY by Gehry), 28 East 10th Street, 141 East 88th Street, Morton Square Condominium, 225 Fifth Avenue Condominium, Greenwich Club Condominium, 75 Wall Street Condominium and 515 East 72nd Street Condominium. First Service Residential Manages over 500 properties, 70,000 units, made up of rental, cooperative and condominium ownership. Additional information concerning the Managing Agent's management portfolio can be furnished upon request.

Selling Agent

The Sponsor will use Brown Harris Stevens Development Marketing LLC, 445 Park Avenue, New York, NY 10022 as a selling agent in connection with the Plan. Brown Harris Stevens Development Marketing LLC has engaged in all phases of real estate sales and marketing, including sales of cooperative and condominium projects. Neither the Selling Agent, nor any of its principals have any (i) prior felony convictions and (ii) any prior convictions, injunctions and judgments, that may be material to the Plan or an offering of securities generally, that occurred within the fifteen (15) years prior to the submission of this Plan.

XXVII. Reports to Unit Owners

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

1. A financial statement of the Condominium prepared by a certified public accountant or public accountant within three (3) months of the end of each fiscal year; such statement shall be certified while the Sponsor is in control of the Board of Managers;

2. Prior notice of the Annual Unit Owners' Meeting; and

3. A copy of the proposed annual budget of the Condominium within thirty (30) days prior to the date set for adoption thereof by the Board of Managers; while the Sponsor is in control of the Board of Managers, such budget shall be certified.

XXVIII. Documents on File

The Sponsor shall keep copies of the Plan, all documents referred to in the Plan and all Exhibits submitted to the Department of Law in connection with the filing of the Plan, on file and available for inspection without charge and copying at a reasonable charge at the office of the Sponsor for six (6) years from the date of first closing. The Sponsor will deliver to the Board of Managers, a copy of all documents filed with the appropriate recording office at the time of the closing of the first Unit.

XXIX. General

Pending Litigation

At the date of this Offering Plan, there are no lawsuits, administrative proceedings or other proceedings pending the outcome of which may materially affect the Offering Plan, the Property, Sponsor's capacity to perform all of its obligations under the Plan, the Condominium or the operation of the Condominium.

Prior Offerings

This property has not been the subject of any prior public offerings.

Non-Discrimination

In accordance with the provisions of the laws of the State of New York, the Sponsor represents that it will not discriminate against any person because of his or her race, creed, sex, color, age, disability, marital status, national origin or other grounds prohibited by Applicable Law in the sale of Units under this Plan.

Amendment of Plan

The Plan may be amended at any time and from time to time provided that if the amendment is a material and substantial modification of the Plan which materially adversely affects a Purchaser, then the Sponsor will grant such Purchaser who has theretofore executed a Purchase Agreement a right of rescission which may be exercised not less than fifteen (15) calendar days after presentation of such amendment. In the event such right of rescission is exercised, the purchaser shall receive a refund, in full, of the Downpayment made together with interest earned thereon, if any, and upon such refund the Purchase Agreement shall be deemed null and void and neither party shall have any claim against the other. No person has been authorized to make any representation which is not expressly contained herein. This Plan may not be changed or modified orally.

Smoke Detector, Carbon Monoxide Detectors and Window Guards

Smoke detectors, carbon monoxide detectors and window guards shall be installed in the Units in compliance with all Applicable Law and shall be maintained by the Condominium.

XXX. Sponsor's Statement of Specifications of Building Conditions

Sponsor adopts the Description of 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 Property except as set forth in the Description of Property and Building Condition set forth in Part II of the Plan.

118 East 59th Street Realty LLC
Sponsor

Dated: New York, New York
September 10, 2015

Part II of the Condominium Offering Plan of the 118 East 59th Street Condominium

Exhibit "A"

Purchase Agreement

PURCHASE AGREEMENT

118 EAST 59TH STREET REALTY LLC

Sponsor

With

____

Purchaser

Residential Unit Number _____

118 EAST 59TH STREET CONDOMINIUM
118 EAST 59TH STREET
NEW YORK, NEW YORK 10022

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SCHEDULE A – PERMITTED ENCUMBRANCES
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PURCHASE AGREEMENT

RESIDENTIAL UNIT NUMBER ____

118 EAST 59TH STREET CONDOMINIUM
118 EAST 59TH STREET
NEW YORK, NEW YORK 10022

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 118 East 59th Street 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 three (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 three (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 seven (7) calendar days from the date Purchaser delivers an executed Purchase Agreement together with the required Deposit to the Selling Agent. The Plan is incorporated herein by reference and made a part hereof with the same force and effect as if set forth at length. In the event of any inconsistency between the provisions of this Agreement and the Plan, the provisions of the Plan will govern and be binding. Purchaser hereby adopts, accepts and approves the Plan (including, without limitation, the Declaration, By-laws and Rules and Regulations contained therein) and agrees to abide and be bound by the terms and conditions thereof, as well as all amendments to the Plan duly filed by Sponsor.

2. DEFINITIONS

Terms used herein which are also used in the Plan shall have the same meanings as they do in the Plan, unless the context requires otherwise.

2.1 "Sponsor" means 118 East 59th Street Realty LLC, having an office at 175 East Shore Road, Great Neck, NY 11023. Sponsor's taxpayer identification number is _____.

2.2. "Purchaser" means _____ having an address at _____, _____, _____. Purchaser's social security number is _____.

2.3 "Attorney for Sponsor" means Goldberg Weprin Finkel Goldstein LLP, having an address at 1501 Broadway, 22nd Floor, New York, NY 10036; Attention: Andrew W. Albstein, Esq. Telephone Number: (212) 301-6970. Facsimile Number: (212) 730-4518. E-mail address: aalbstein@gwfglaw.com.

2.4 "Attorney for Purchaser" means _____ having an address at _____, _____, _____; Attention: _____, Esq. Telephone Number: (____) _____. Facsimile Number: (____) _____. E-mail address: _____.

2.5 "Selling Agent" means Brown, Harris, Stevens Development Marketing, LLC, having an address at 445 Park Avenue New York, NY 10022. Telephone Number: (212)_452-6270_____.

2.6 "Co-Broker" means _____.

2.7 "Escrow Agent" means Attorney for Sponsor.

2.8 "Title Company" means Resource Abstract Title, having and office at 3609 Quentin Road, Brooklyn, New York 11234. Telephone Number: (718) 336-9421. Facsimile Number: (718) 336-1013.

3. THE UNIT

Upon and subject to the terms and conditions set forth herein, Sponsor agrees to sell and convey, and Purchaser agrees to purchase, the Unit designated as Unit _____ in the Declaration, together with its undivided _____% interest in the Common Elements appurtenant to such Unit ("Unit").

4. PURCHASE PRICE

4.1 The Purchase Price for the Residential Unit ("Purchase Price") is $_____.

The Purchase Price is payable as follows:

(a) $_____, ("Initial Deposit"), representing fifteen percent (15%) of the Purchase Price, due upon Purchaser's signing and delivering this Agreement, by check (subject to collection), receipt of which is hereby acknowledged;

(b) $_____, ("Additional Deposit"), representing ten percent (10%) of the Purchase Price due upon the earlier to occur of (i) four (4) months from the execution of this Agreement an Agreement, or (ii) within thirty (30) calendar days of the Presentation Date of the amendment declaring the Plan effective.

(c) $_____ ("Balance of Purchase Price"), by good certified check of Purchaser or official bank check, payable on the delivery of the deed as hereinafter provided.

(d) If Purchaser is signing this Agreement after the Plan is declared effective, the Initial Deposit shall be due upon Purchaser's signing this Agreement and the Additional Deposit shall be due within thirty (30) calendar days from the execution of this Agreement, unless the Purchaser closes upon the purchase of the Unit prior thereto.

4.2 All checks shall represent United States currency, be drawn on or issued by a United States Bank or trust company which is a member of the New York Clearing House Association and shall be unendorsed. The Deposit shall be made payable to the direct order of "Goldberg Weprin Finkel Goldstein LLP, as Escrow Agent." The Balance shall be made payable to the direct order of the Sponsor (or such other party as Sponsor directs to Purchaser, in writing, at least 1 business day prior to the date of Closing of Title). If any check is returned for insufficient funds or any other reason, such return shall be deemed to be a default by Purchaser under this Agreement and shall entitle Sponsor to exercise any of the remedies set forth in Article 13 hereof. Notwithstanding the foregoing, if the check representing the Initial Deposit is returned for insufficient funds or any other reason, such return shall be deemed to be a non-curable default by Purchaser and this Agreement shall automatically be deemed cancelled. Upon the cancellation of this Agreement, Purchaser and Sponsor will be released and discharged of all further liability and obligations hereunder and under the Plan, and the Unit may be sold to another as though this Agreement had never been made, and without any obligation to account to Purchaser for any of the proceeds of such sale.

4.3 Any funds paid by Purchaser in connection with agreed-upon upgrades and changes to the Unit, shall initially be placed in the master Escrow Account ("Unit Upgrade Funds") . Purchasers should note that such funds may be released from the master Escrow Account by Escrow Agent to Sponsor to pay, or reimburse Sponsor, for such upgrades or extras. As a result, in the event Sponsor cancels the Purchase Agreement or Purchaser is entitled to rescind the Purchase Agreement in accordance with the Plan, Purchaser will not receive a refund of any of the Unit Upgrade Funds, except if Sponsor abandons or withdraws the Plan, in which case the Unit Upgrade Funds shall be returned to Purchaser. In addition, in the event Purchaser defaults hereunder, Purchaser shall also be liable for the cost of restoring the Unit to its condition prior to the installation of any such upgrades and changes.

5. MONIES HELD IN TRUST; PAYMENT OF PURCHASE PRICE

1. The law firm of Goldberg Weprin Finkel Goldstein LLP, with an address at 1501 Broadway, 22nd Floor, New York, NY 10036, telephone number (212) 221-5700, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorneys to serve as signatories: Andrew Albstein, Esq., Iris Albstein, Esq., Arnold Mazel, Esq. and Steven Uffner, Esq. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

2. Escrow Agent and all authorized signatories hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of the Purchase Agreement or otherwise concerning the maintenance of release of the Deposit from escrow.

3. The Escrow Agent has established the escrow account at New York Community Bank, located at 102 Duffy Avenue, Hicksville, NY 11801, in the State of New York ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled "Goldberg Weprin Finkel Goldstein LLP 118 East 59th Street Special Account" ("Escrow Account"). The Escrow Account is not an IOLA account. The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit. Any deposit in excess of $250,000 will not be insured, unless Escrow Agent has established multiple accounts on behalf of Purchaser at various institutions.

4. All Deposits received from Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made payable to or endorsed by the Purchaser to the order of Goldberg Weprin Finkel Goldstein LLP, as attorney, as Escrow Agent.

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

6. Within five (5) business days after the Purchase Agreement has been tendered to Escrow Agent along with the Deposit, the Escrow Agent shall sign the Purchase Agreement and place the Deposit into the Escrow Account. Within ten (10) business days of the placing the deposit in the Escrow Account, Escrow Agent shall provide written notice to Purchaser and Sponsor, confirming the Deposit. The notice shall provide the account number and the initial interest rate to be earned on the Deposit. Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of the Purchase Agreement.

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

8. All Deposits, except for advances made for upgrades, extras, or custom work received in connection with the Purchase Agreement, are and shall continue to be the Purchaser's money, and may not be comingled with any other money or pledged or hypothecated by Sponsor, as per GBL § 352-h.

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

10. The Escrow Agent shall release the Deposit if so directed:

(a) pursuant to terms and conditions set forth in the Purchase Agreement in Paragraph 3 upon closing of title to the Unit; or

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

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

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

The Sponsor shall not object to the release of the Deposit to:

(a) a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Plan or an Amendment to the Plan; or

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

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

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

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

13. A fiduciary relationship shall exist between Escrow Agent and Purchaser, and Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to GBL §§ 352-e(2-b) and 352(h).

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

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

16. Sponsor shall obtain or cause the selling agent under the Plan to obtain a completed and signed Form W-9 or W-8, as applicable, from Purchaser and deliver such form to Escrow Agent together with the Deposit and this Purchase Agreement.

17. Prior to release of the Deposit, Escrow Agent's fees and disbursements shall neither be paid by Sponsor from the Deposit nor deducted from the Deposit by any financial institution under any circumstance.

18. Sponsor agrees to defend, indemnify, and hold Escrow Agent harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of Escrow Agent's responsibilities arising in connection with this Purchase Agreement or the performance or non-performance of Escrow Agent's duties under this Purchase Agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of the obligations set forth in this Purchase Agreement or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by Escrow Agent to itself.

The Balance of Purchase Price will not be payable until closing of title to the Unit.

Following the declaration of effectiveness of the Plan, Purchaser will be given at least thirty (30) calendar days prior written notice of the closing date for his Unit, which notice will also remind Purchaser of its obligations to pay the Balance of Purchase Price at that time and will state when Common Charges will be due and payable.

6. CLOSING DATE AND PLACE

6.1 The Closing of Title shall be held at the offices of Goldberg Weprin Finkel Goldstein LLP, 1501 Broadway, 22nd Floor, 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 calendar days' prior written notice ("Initial Closing Notice"). If Sponsor consents to close at

any other location as an accommodation to Purchaser, Purchaser shall pay to Attorney for Sponsor at Closing an extra fee as set forth in the Plan. After the Initial Closing Notice, Sponsor may, from time to time, adjourn and reschedule the date and hour for Closing on not less than 5 business days notice to Purchaser, which new closing notice shall fix a new date, hour and place for the Closing. The rescheduled Closing shall not be earlier than: (a) the date set forth in the Initial Closing Notice, or, (b) 5 calendar days from the date of Sponsor's Closing adjournment notice. These notice provisions may be modified or waived by an agreement signed by Sponsor and Purchaser. If Sponsor consents to close at any other location as an accommodation to Purchaser, Purchaser shall pay to Attorney for Sponsor at Closing an extra fee as set forth in the Plan.

6.2 The term "Closing Date" "Closing" "Closing of Title" or words of similar import, whenever used herein, shall mean the date on which the deed to the Unit is delivered to Purchaser.

7. DELIVERY OF THE DEED AND UNIT POWER OF ATTORNEY

7.1 At the Closing of Title, Sponsor shall deliver to Purchaser a bargain and sale deed with covenant against grantor's acts conveying fee simple title to the Unit to Purchaser, subject only to the liens, encumbrances, and title conditions set forth on Schedule A annexed hereto and made a part hereof. The deed shall be prepared by Sponsor substantially in the form set forth in Part II of the Plan and shall be executed and acknowledged by Sponsor in form for recording. Purchaser shall pay all New York State and New York City real property transfer taxes, and Sponsor and Purchaser shall duly complete and execute before a notary public the New York City and New York State Transfer Tax Return Forms and any other forms then required by law, all of which shall be prepared by Sponsor.

7.2 At the Closing of Title and simultaneously with the delivery of the deed conveying the Unit to Purchaser, Purchaser shall execute and acknowledge a power of attorney to the Condominium Board prepared by Sponsor substantially in the form set forth in Part II of the Plan, as well as whatever other documents are reasonably necessary or customary in connection with the conveyance of a condominium unit, including but not limited to title affidavits, real property transfer tax forms, etc.

7.3 The executed deed, transfer tax forms and power of attorney shall be delivered at the Closing to the representative of the Title Company insuring Purchaser's title (or, if no such representative is present, then to the Attorney for Sponsor) for recording in the Office of the City Register, which recording shall be at Purchaser's expense. After being recorded the deed shall be returned to Purchaser and the power of attorney shall be returned to the Condominium Board.

7.4 Purchaser's payment of the Balance of Purchase Price and acceptance of a deed to the Unit shall constitute Purchaser's recognition that Sponsor has satisfactorily performed those obligations stated in the Plan and this Agreement to be performed by Sponsor prior to closing. However, nothing herein contained shall excuse Sponsor from performing those obligations (if any) expressly stated herein or in the Plan to be performed subsequent to the Closing, and nothing herein shall be in derogation of the rights of purchasers under Article 23-A of the General Business Law, the Plan, and Part 20 of the Regulations issued by the Department of Law.

8. STATUS OF TITLE

8.1 At the Closing of Title, Sponsor shall convey to Purchaser fee simple title to the Unit, free and clear of all liens and encumbrances other than those expressly agreed to by Purchaser or set forth in Schedule A annexed hereto and made a part hereof. Any lien and encumbrance or condition to which title is not to be subject shall not be an objection to title if (a) the instrument required to remove it of record is delivered at or prior to the Closing of Title to the proper party or to Purchaser's title insurance company, together with the attendant recording or filing fee, if any, or (b) the Title Company (or such other title insurance company as Purchaser may utilize), is or would be willing, in a fee policy issued by it to Purchaser,

to insure Purchaser that it will not be collected out of the Unit if it is a lien, or will not be enforced against the Unit if it is not a lien. Sponsor shall not be obligated to cause Purchaser's title company to omit any exceptions if the Title Company is willing to insure, without additional premium, Purchaser's title with such exception.

8.2 Sponsor shall be entitled to adjourn the Closing to remove or correct any defect in title which is not set forth in Schedule A. However, if such defect existed at least 10 calendar days prior to the Closing and Purchaser, or Purchaser's attorney, failed to send Sponsor's attorney written notice of such defect in title at least 10 calendar days prior to the Closing of Title, then, for purposes of Article 13 below, Purchaser shall be deemed at fault for not having sent timely notice, and the Closing adjournment to allow Sponsor to correct or remove such title defect shall be considered as being at the request of Purchaser.

8.3 If, subsequent to the Closing of Title, Purchaser claims that Sponsor did not convey fee simple title to the Unit in accordance with the Plan, Purchaser must first seek recovery against Purchaser's title insurance company before proceeding against Sponsor. Sponsor and Purchaser agree that Sponsor's liability will be limited to any loss or damage not covered by Purchaser's title insurance company. If Purchaser did not obtain title insurance at the Closing, for purposes of this subparagraph, the amount and coverage which Purchaser could have obtained from Purchaser's title insurance company shall be deducted from the loss or damage collectable against Sponsor. Nothing contained in this subparagraph shall be construed to waive any of Purchaser's rights or abrogate any of Sponsor's obligations under the Plan or Article 23-A of the General Business Law.

9. CLOSING ADJUSTMENTS

9.1 The following adjustments shall be made as of midnight of the day preceding the Closing Date with respect to the Unit:

(a) real estate taxes and assessments, if any (including water charges and sewer rents, if separately assessed), on the basis of the period for which assessed;

(b) common charges (if common charges have been assessed by the Condominium Board) and assessments for the month in which title closes; and

(c) if Purchaser is allowed to occupy the Unit prior to Closing, accrued rent and any other charges pursuant to a use and occupancy agreement, if any, covering the Unit.

9.2 If the Unit has been separately assessed for real estate taxes but the Closing of Title occurs before the tax rate is fixed, adjustment of real estate taxes shall be based upon the latest tax rate applied to the most recent applicable assessed valuation. Installments for real estate tax assessments due after the delivery of the deed, if any, shall be paid by Purchaser and shall not be considered a defect in title. If the Unit has not been separately assessed for real estate taxes as of the Closing Date for the then current tax period, the adjustment under subsection 9.1(a) hereof shall be based upon the assessment for the Property and the percentage interest in the Common Elements appurtenant to the Unit. In addition, Purchaser shall pay the Unit's proportionate share of real estate taxes for the next ensuing tax period and Sponsor or the Condominium will pay such real estate taxes directly to the City of New York. Sponsor shall not be obligated to reimburse Purchaser after the Closing on account of any difference between the amount of real estate taxes for the then current tax period paid by Purchaser at Closing calculated according to the above formula and the amount of real estate taxes subsequently billed by the City of New York to such Purchaser (as Unit Owner).

9.3 Purchaser agrees that, if Sponsor obtains a refund for real estate taxes paid (or a credit for such real estate taxes to be paid) on Purchaser's Unit, Purchaser and Sponsor will apportion the refund (as well as the costs and/or fees for obtaining the refund or credit) based on the percentage of time for which the

refund or credit is obtained during which each party hereto owned the Unit in question. The provisions of this subsection shall survive the Closing of Title.

9.4 Provided Sponsor is ready, willing and able to close title in accordance with this Agreement, if Purchaser fails for any reason to close title to the Unit on the originally scheduled Closing Date (a) the Closing apportionments described in Section 9.1 of this Agreement will be made as of midnight of the day preceding the originally scheduled Closing Date, regardless of when the actual Closing of Title occurs, and (b) Purchaser will be required to pay to Sponsor, as a reimbursement of Sponsor's higher carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Sponsor under this Agreement and the Plan, an amount equal to fifteen percent (15%) per annum of the Balance of Purchase Price for each day starting from (and including) the originally scheduled Closing Date to (and including) the day before the actual Closing Date. If, through no fault of Purchaser, Sponsor postpones the originally scheduled Closing Date, these provisions shall apply to the rescheduled Closing Date if Purchaser fails for any reason to close title to the Unit on the rescheduled Closing Date.

9.5 Adjustments and apportionments shall be calculated on the basis of the actual number of days in the period for which payments were made or are due, as the case may be. The "Customs in Respect of Title Closings" recommended by The Real Estate Board of New York, Inc., as amended to date, shall apply to the adjustments and other matters therein mentioned except as otherwise provided herein in the Plan.

9.6 Any errors or omissions calculating apportionments at Closing shall be corrected and, any payment shall be made to the proper party promptly after discovery. This provision shall survive the Closing of Title.

10. MORTGAGE TAX CREDIT

In the event a mortgage recording tax credit becomes available pursuant to Section 339- ee(2) of the New York Condominium Act, it is specifically understood that such credit shall enure to the benefit of Sponsor. Accordingly, at Closing, a Purchaser who elects mortgage financing will be responsible to pay the full amount (but not in excess thereof) of the mortgage recording tax chargeable on the entire amount being financed. At the Closing of Title, Sponsor will be reimbursed by Purchaser to the extent of any mortgage tax credit allowed.

11. CLOSING COSTS

In addition to those costs and adjustments described in Articles 9 and 10 herein, Purchaser shall be required to pay the other closing costs which are Purchaser's responsibility as more particularly described in the Section of the Plan entitled "Unit Closing Costs and Adjustments" (Part I, Section XV of the Plan). All such Closing Costs shall be paid by Purchaser, at Closing, by Purchaser's unendorsed personal certified check or by official bank check, in either event drawn upon a bank that is a member of the New York Clearing House Association.

12. AGREEMENT NOT A LIEN OR ENCUMBRANCE

No lien or encumbrance shall arise against the Property or the Unit as a result of this Agreement or any monies deposited hereunder, except as hereinafter set forth. In furtherance and not in limitation of the provisions of the preceding sentence, Purchaser agrees that the provisions of this Agreement are and shall be subject and subordinate to the lien of any mortgage heretofore or hereafter made, including, but not limited to, any construction or Building loan mortgage, and any advances heretofore or hereafter made thereon and any payments or expenses made or incurred or which hereafter may be made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the full extent thereof, without the execution of any further legal documents by Purchaser. This subordination shall apply in all cases, regardless

of the timing of, or cause for, the making of advances of money or the incurring of expenses. Sponsor shall, at its option, either satisfy such mortgages or obtain a release of the Unit and its undivided interest in the Common Elements from the lien of such mortgages on or prior to the Closing Date. The existence of any mortgage or mortgages encumbering the Property, or portions thereof, other than the Unit and its undivided interest in the Common Elements, shall not constitute an objection to title or excuse Purchaser from completing payment of the Purchase Price or 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 a duly scheduled and confirmed Closing Date; or

(ii) Purchaser's failure to pay when due the Additional Deposit, the Balance of Purchase Price, or any closing adjustment or closing cost or fee, including, without limitation, attorneys' fees required to be paid by Purchaser as set forth in the Plan or in this Agreement, or the dishonor of any check given by Purchaser to Sponsor; or

(iii) Purchaser's failure to pay, perform or observe any of Purchaser's other obligations under this Agreement or the Plan; or

(iv) 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

(v) Purchaser's assignment or transfer of any of Purchasers property for the benefit of creditors, or Purchaser's filing a voluntary petition in bankruptcy; or

(vi) if a non-bankruptcy trustee or receiver is appointed over Purchaser or Purchaser's property, or an involuntary petition in bankruptcy is filed against Purchaser; or

(vii) if a judgment or tax lien is filed against Purchaser and Purchaser does not pay or bond the judgment or lien; or

(viii) Purchaser's assignment or transfer of this Agreement without the prior written consent of Sponsor; or

(ix) At any time prior to the Closing, Purchaser's listing the Unit for resale 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

(x) 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 Balance of 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 calendar days from the giving of the notice of cancellation to cure the specified default. If the default is not cured within such 30 calendar 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 calendar days from the giving of notice of Sponsor's election to close on 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 (including, but not limited to, reasonable legal fees 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. 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 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 20 calendar 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 calendar days after the giving of Sponsor's notice of election not to cure such inability, failing which it shall be conclusively deemed that Purchaser elected the remedy described in clause (a) above (i.e., to acquire title subject to such inability).

16. FIXTURES, APPLIANCES AND PERSONAL PROPERTY

Only those fixtures, appliances and items of personal property which are described in the Plan as being included in the Unit are included in this sale. No portion of the Purchase Price shall be attributable to such items.

17. CONSTRUCTION

17.1 The construction of the Building and the Unit, including the materials, equipment and fixtures to be installed therein, shall be substantially in accordance with the Plan and the Plans and Specifications, subject to the right of Sponsor to amend the Plan and the Plans and Specification in order to substitute materials, equipment or fixtures of equal or better quality, provided that the approval of any governmental authorities having jurisdiction is first obtained (if required). The issuance of a Permanent Certificate of Occupancy for the Building shall be deemed presumptive evidence that the Building and the Unit have been fully completed in accordance with the Plan and the Plans and Specifications. However, nothing herein contained shall excuse Sponsor from its obligation to correct any defects in construction in accordance with the conditions set forth in the Section of the Plan entitled "Rights and Obligations of Sponsor."

17.2 The construction of the Building and the Unit and the correction of any defects in the construction thereof to the extent required under the Plan are the sole responsibility of Sponsor. Purchaser acknowledges and agrees that Sponsor will not be liable for, and will have no obligation to correct, certain variations from the Plan and Plans and Specifications as indicated in the Section of the Plan entitled "Rights and Obligations of Sponsor" and will only be responsible to correct any construction defects to the extent, and on the terms and conditions, set forth in such Section.

17.3 The Closing of Title shall occur only after, or concurrently with, compliance with the prerequisites set forth under "Terms of Sale" in Part I of the Plan. As a result, if all such prerequisites are met, Purchaser shall be obligated to close and complete payment of the full Purchase Price (without provision for escrow), notwithstanding any construction items noted on Purchaser's Inspection Statement (as hereinafter defined) remaining for Sponsor to complete and/or correct in accordance with its obligation under the Plan, and notwithstanding the incomplete construction and/or decoration of any other portions of the Building or the Unit.

17.4 The actual date for the First Closing is not guaranteed or warranted, and may be earlier or later depending on the progress of construction and compliance with the other prerequisites recited in the Section of the Plan entitled "Terms of Sale." Purchaser acknowledges that construction may be delayed by late delivery of material or equipment, labor difficulties, unavailability of Building trades, casualty, inclement weather and other events beyond Sponsor's reasonable control. Purchaser further acknowledges that the Units in the Building will be completed at varying times over a period that could extend well beyond the First Closing. The order in which these Units will be completed is in the discretion of Sponsor. Purchaser acknowledges that except as otherwise provided in the Plan, Purchaser shall not be excused from paying the full Purchase Price, without credit or set-off, and shall have no claim against Sponsor for damages or losses, in the event that the First Closing occurs substantially later than the projected date or the time to complete or to close title to the Unit is delayed or is postponed by Sponsor.

18. INSPECTION OF THE UNIT

18.1 Upon receipt of the Initial Closing Notice, Purchaser shall arrange an appointment with a representative of Sponsor to inspect the Unit within the 7 calendar days prior to the Closing Date. Purchaser or Purchaser's duly authorized agent shall attend such inspection and shall complete, date and sign the Inspection Statement (in the form set forth as Schedule B to this Agreement) and deliver same to Sponsor's representative at the conclusion of the inspection. Failure of Purchaser either to arrange such appointment or to inspect the Unit within 7 calendar days prior to the Closing Date or to so sign and deliver the completed Inspection Statement shall not excuse Purchaser from paying the Balance of Purchase Price when due and shall constitute Purchaser's full acceptance of the Unit as is. However, nothing herein shall relieve Sponsor of its obligations as set forth in the Section of the Plan entitled "Rights and Obligations of Sponsor."

18.2 Any work set forth on the Inspection Statement shall be completed by Sponsor in a reasonable period of time following the Closing and shall not be grounds for delaying the Closing. Purchaser will be required to provide Sponsor with reasonable access to the Unit subsequent to the Closing in order to complete punchlist work. Sponsor has no obligation under the Plan to deposit any monies in escrow at Closing as a result of any punchlist items.

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 six (6) month 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 six (6) months 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 the By-laws, 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.

20. NO REPRESENTATIONS

Purchaser acknowledges that Purchaser has not relied upon any architect's plans, sales plans, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Sponsor, Selling Agent or otherwise, including, but not limited to, any relating to the description or physical condition of the Property, the Building or the Unit, or the size or the dimensions of the Unit or the rooms therein contained or any other physical characteristics thereof, the services to be provided to Unit Owners, the estimated Common Charges allocable to the Unit, the estimated real estate taxes on the Unit, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, the right to any income tax credit with respect to the purchase of the Unit, or any other data, except as herein or in the Plan specifically represented. Purchaser has relied solely on Purchaser's own judgment and investigation in deciding to enter into this Agreement and purchase the Unit. No person has been authorized to make any representations on behalf of Sponsor except as herein or in the Plan specifically set forth. No oral representations or statements shall be considered a part of this Agreement. Sponsor makes no representation or warranty as to the work, materials, appliances, equipment or fixtures in the Unit, the Common Elements or any other part of the Property other than as set forth herein or in the Plan. Except as otherwise set forth in the Plan, Purchaser agrees (a) to purchase the Unit, without offset or any claim against, or liability of, Sponsor, whether or not any layout or dimension of the Unit or any part thereof, or of the Common Elements, as shown on the Floor Plans is accurate or correct, and (b) that Purchaser shall

not be relieved of any Purchaser's obligations hereunder by reason of any immaterial or insubstantial inaccuracy or error. The provisions of this Article shall survive the Closing of Title.

21. 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 and/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/or Selling Agent free and harmless from and against any and all liabilities and expenses in connection therewith, including reasonable legal fees. The provisions of this Article shall survive the Closing of Title.

22. 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 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.

23. 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 twenty (20) calendar days from the date hereof 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 promptly returned to Purchaser. Upon such refund being made, neither party shall have any further rights, obligations liability to or against the other hereunder or under the Plan. Prior to Sponsor's countersigning and returning this Agreement to Purchaser, and at any time thereafter, Purchaser agrees upon request to provide Sponsor with written information about Purchaser's employment, financial and rental/ownership history. Such information obtained prior to countersignature may be used to determine Purchaser's qualification to purchase and own the Unit, but does not constitute a reservation or binding obligation on either the applicant or Sponsor. Sponsor has the right, without incurring any liability, to reject this Agreement without cause or explanation to Purchaser. This Agreement may not be rejected due to Purchaser's race, creed, color, sex, sexual orientation, disability, marital status, age, ancestry, national origin or other ground proscribed by Law.

24. NOTICES

24.1 Any notice, election, demand, request, letter, consent or other communication hereunder or under the Plan shall be in writing and either delivered in person or sent, postage prepaid, by registered or certified mail return receipt requested or by Federal Express or other reputable overnight courier, with receipt confirmed to the Attorney for Purchaser at the address given at the beginning of this Agreement with a copy to the Purchaser at the address given at the beginning of this Agreement by regular mail, and to the Attorney for Sponsor at the address given at the beginning of this Agreement, with a copy to Sponsor at the address given at the beginning of this Agreement by regular mail. Either party may hereafter designate to the other in writing a change in the address to which notices are to be sent. Except as otherwise expressly provided herein, a notice shall be deemed given when 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.

24.2 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.

24.3 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.

25. JOINT PURCHASERS

The term "Purchaser" shall be read as "Purchasers" if more than one person are Purchasers, in which case their obligations shall be joint and several.

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, fire, flood, explosion, war, riot, sabotage, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of Sponsor. Sponsor's time to perform such obligations or undertaking shall be tolled for the length of the period during which such performance was excused.

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 herein, as such other party may reasonably request in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

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 obligations pursuant to this Agreement and Sponsor shall have no liability as a result of any scheduling or adjournment of the Closing beyond the expiration of the loan commitment.

29. COSTS OF ENFORCING AND DEFENDING AGREEMENT

Purchaser shall be obligated to reimburse Sponsor for any legal fees and disbursements incurred by Sponsor in defending Sponsor's rights under this Agreement or, in the event Purchaser defaults under this Agreement beyond any applicable grace period, in canceling this Agreement or otherwise enforcing Purchaser's obligations hereunder.

30. SEVERABILITY

If any provision of this Agreement or the Plan is invalid or unenforceable as against any person or under certain circumstances, the remainder of this Agreement or the Plan and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Agreement or the Plan, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by law.

31. STRICT COMPLIANCE

Any failure by either party to insist upon the strict performance by the other of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and each party, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the other party of any and all of the provisions of this Agreement to be performed by such party.

32. GOVERNING LAW

The provisions of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed wholly in the State of New York, without regard to principles of conflicts of law.

33. WAIVER OF JURY

Except as prohibited by law, the parties shall, and they hereby do, expressly waive trial by jury in any litigation arising out of, or connected with, or relating to, this Agreement or the relationship created hereby or in the Plan. With respect to any matter for which a jury trial cannot be waived, the parties agree not to assert any such claim as a counterclaim in, nor move to consolidate such claim with, any action or proceeding in which a jury trial is waived.

34. ENTIRE AGREEMENT

This Agreement, together with the Plan, supersedes any and all understandings and agreements between the parties and constitutes the entire agreement between them with respect to the subject matter hereof.

35. CERTAIN REFERENCES

A reference in this Agreement to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires. The terms "herein," "hereof" or "hereunder" or similar terms used in this Agreement refer to this entire Agreement and not to the particular provision in which the term is used, unless the context otherwise requires. Unless otherwise stated, all references herein to Articles, Sections, subsections or other provisions are references to Articles, Sections, subsections or other provisions of this Agreement.

36. CAPTIONS

The captions in this Agreement are for convenience of reference only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

37. 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.

38. 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 the 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, 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.

39. SECURITY IN LIEU OF DEPOSITS IN ESCROW

Purchaser acknowledges and agrees, as more fully set forth in the Plan, that Sponsor has the right, in its sole discretion, to elect to withdraw the Deposit and secure it with either a Letter of Credit, surety bond issued by a licensed insurance company or such other security as may be acceptable to the Department of Law. Purchaser hereby consents to such withdrawal of the funds from escrow.

40. NO ORAL CHANGES

This Agreement cannot be changed or terminated orally. Any changes or additional provisions must be set forth in a rider attached hereto or in a separate written agreement signed by the parties hereto or by an amendment to the plan.

41. 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.

42. COUNTERPARTS

This Agreement may be executed in any number of counterparts. Each such counterpart shall for all purposes be deemed an original. All such counterparts shall together constitute but one and the same Agreement. FAX and PDF executed copies of this Agreement shall be deemed originals for all purposes.

43. WAIVER OF DIPLOMATIC OR SOVEREIGN IMMUNITY.

43.1 The provisions of this Article shall survive the Closing of Title or the termination of this Agreement for the purpose of any suit, action, or proceeding arising directly or indirectly, out of or relating to this Agreement.

43.2 If Purchaser is a foreign government, a resident representative of a foreign government or such other person or entity otherwise entitled to diplomatic or sovereign immunity, Purchaser hereby designates a duly authorized and lawful agent to receive process for and on behalf of Purchaser in any state or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with this Agreement or the Condominium Documents.

43.3 If Purchaser is a foreign mission, as such term is defined under the Foreign Missions Act, 22 U.S.C. Section 4305, Purchaser shall notify the United States Department of State prior to purchasing a Unit and provide a copy of such notice to Sponsor. Sponsor shall not be bound under this Agreement unless and until the earlier to occur of: (i) a notification of approval is received from the Department of State; or (ii) sixty (60) calendar days after Purchaser's notice is received by the Department of State.

44. RESALE FEE

Anything herein or the Plan contained to the contrary notwithstanding, in the event Purchaser, within the earlier of (i) one (1) year from the date of the Closing hereof or (ii) the date that the Sponsor only owns two (2) Residential Units or less at the Property, enters into an agreement, written or oral ("Resale Agreement") to resell the Unit, Purchaser shall be obligated to pay Sponsor a portion of the proceeds of the sale thereof ("Resale Fee"). Purchaser agrees to provide Sponsor with a copy of the Resale Agreement within ten (10) calendar days after the execution thereof. The Resale Fee paid to Sponsor, as herein provided shall be equal to 25% of the difference between: (A) the sales price of the Unit pursuant to the Resale Agreement less the following expenses actually paid for by Purchaser (to the extent applicable): (1) brokerage commissions not exceeding 6% in the aggregate; (2) transfer taxes imposed by Law and (3) actual legal fees not exceeding $5,000; and (B) the Purchase Price hereunder.

Set forth below, and for illustrative purposes only, is an example of the calculation of a Resale Fee:

Resale Price:	$6,000,000
Purchase Price for Unit Acquired from Sponsor	$4,500,000
Gross Profit	$1,500,000
Less the Following Closing Expenses:	
Broker (6%)	$360,000
Transfer Tax (1.825%)	$109,500
Legal Fees	$ 5,000
Total Closing Expenses:	< $474,500>
Net Profit	$1,025,000
Resale Fee Paid to Sponsor (25% of Net Profit):	**$ 256,250**

The Resale Fee shall be paid to Sponsor by wire transfer on the date of the closing pursuant to the Resale Agreement. Any deductions for allowable expenses paid by Purchaser must be supported by documentation acceptable to Sponsor. The provisions of this paragraph 45 shall survive the Closing.

[End of Page; Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

PURCHASER(S):

_____

_____

SPONSOR:

118 EAST 59TH STREET REALTY LLC

By: _____

Escrow Received in Accordance
With the Terms Hereof:

Goldberg Weprin Finkel Goldstein LLP

By: _____

SCHEDULE A

PERMITTED ENCUMBRANCES

1. Building restrictions and zoning and other regulations, resolutions and ordinances and any amendments thereto now or hereafter adopted.

2. Any state of facts which an accurate survey or personal inspection of the Property would show, provided such state of facts would not prevent the use of the Unit for dwelling purposes.

3. The terms, burdens, covenants, restrictions, conditions, easements and Rules and Regulations, all as set forth in the Declaration, the By-laws (and the Rules and Regulations made thereunder), the Power of Attorney from the Purchaser to the Condominium Board, and the Floor Plans as all of the same may be amended from time to time.

4. Consents by Sponsor or any former owner of the Land for the erection of any structure or structures on, under or above any street or streets on which the Property may abut.

5. Any easement or right of use in favor of any utility company for construction, use, maintenance or repair of utility lines, wires, terminal boxes, mains, pipes, cables, conduits, poles and other equipment and facilities on, under and across the Property.

6. Revocability of licenses for vault space, if any, under the sidewalks and streets.

7. Any easement or right of use required by Sponsor or its designee to obtain a temporary, permanent or amended Certificate of Occupancy for the Building or any part of same.

8. Encroachments of stoops, areas, cellar steps or doors, trim, copings, retaining walls, bay windows, balconies, sidewalk elevators, fences, fire escapes, cornices, foundations, footings and similar projections, if any, on, over, or under the Property or the streets or sidewalks abutting the Property, and the rights of governmental authorities to require the removal of any such projections and variations.

9. Leases and service, maintenance, employment and concessionaire, if any, of other Units or portions of the Common Elements.

10. The lien of any unpaid Common Charge, real estate tax, water charge or sewer rent, or vault charge, provided the same are adjusted at the Closing of Title.

11. The lien of any unpaid assessment payable in installments (other than assessments levied by the Condominium Board), except that Sponsor shall pay all such assessments due prior to the Closing Date (with the then current installment to be apportioned as of the Closing Date) and the Purchaser shall pay all assessments due from and after the Closing Date.

12. Any declaration or other instrument affecting the Property which Sponsor deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the demolition, construction, alteration, repair or restoration of the Building.

13. Any encumbrance as to which the Title Company (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.

14. Any other encumbrance, covenant, easement, agreement, or restriction against the Property other than a mortgage or other lien for the payment of money, which does not prevent the use of the Unit for dwelling purposes.

15. Any lease covering the Unit(s) made from Sponsor to the Purchaser.

16. Any violation against the Property (other than the Unit) which is the obligation of the Condominium Board, or another Unit Owner to correct.

17. Standard printed exceptions contained in the form of fee title insurance policy then issued by the Title Company.

18. Any Temporary or Permanent Certificate of Occupancy for the Building, so long as the same permits, or does not prohibit, use of the Unit for its stated purposes.

19. All matters set forth in Resource Abstract Title Report No. RAC 2798.

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, copies of which are available at the office of the Sponsor's attorney.

21. SCHEDULE B
INSPECTION STATEMENT

Date: _____

118 East 59th Street Realty LLC
175 East Shore Road
Great Neck, NY 11023

Re: Unit No: _____ ("Unit")
118 East 59th Street Condominium
118 East 59th Street
New York, New York 10022 ("Condominium")

Ladies and Gentlemen:

1. On the date hereof, the undersigned purchaser(s) ("Purchaser") inspected the Unit which Purchaser is acquiring from Sponsor and have found the Unit to be in good condition, except as otherwise noted below.

2. Purchaser acknowledges that to prevent pilferage, certain items such as medicine cabinet doors, shower heads, toilet seats, kitchen cabinets, vanity knobs and mechanical chimes will be installed just prior to the date Purchaser moves into the Building. Purchaser agrees to sign-off each item requiring adjustment, or repairs, if any, as they are completed.

3. In the event Purchaser performs work in the Unit of any kind affecting any of the areas or items listed above after the Closing, Sponsor will be relieved of any and all obligations related to the items listed herein.

PURCHASER(S):

_____
(signature)

_____
(signature)

_____
Sponsor's Representative

Exhibit "B"

Power of Attorney

POWER OF ATTORNEY

I (We) _____ the owner(s) of Condominium Unit No. ____ 118 East 59th Street, New York, NY 10022, in the Condominium, known as the 118 East 59th Street Condominium covering the property located in the County of New York, City and State of New York, do hereby nominate, constitute and appoint the members of the Board of Managers of the Condominium and their successors jointly, my true and lawful attorneys-in-fact coupled with an interest and with the power of substitution, in my name and on my behalf to (1) acquire, in their own name or in the name of their designee by deed on behalf of all owners of Condominium Units in said property, any Condominium Unit whose owner desires to sell or abandon the same, or which shall be the subject of a foreclosure sale or a deed in lieu of a foreclosure sale, at such price and on such terms as my said attorneys-in-fact shall, in their sole discretion, deem proper and thereafter to convey, sell, lease, sublease, mortgage, vote or otherwise deal in such Condominium Unit so acquired, at such terms as my attorneys-in-fact may in their sole discretion determine, granting to my said attorneys-in-fact the power to do all things in the said premises which I could do if I were personally present; and (2) to execute, acknowledge and deliver (a) any declaration or other instrument affecting the Condominium that the Condominium Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution, or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Condominium, (b) any declaration, assignment, consent or other instrument as may be requested by 118 East 59th Street Realty LLC, and its successor ("Sponsor"), with respect to the transfer or utilization of any excess air or developmental rights appurtenant to the Condominium and not used in connection with the original construction thereof or (c) any consent, covenant, restriction, easement, or declaration, or any amendment thereto, affecting the Condominium or the Common Elements that the Condominium Board deems necessary or appropriate.

The acts of a majority of such persons constituting the Condominium Board shall constitute the acts of said attorneys-in-fact.

I (We) do, hereby further irrevocably nominate, constitute and appoint 118 East 59th Street Realty LLC, and its successors, my true and lawful attorneys-in-fact coupled with an interest, with power of substitution, in my name and on my behalf to vote at any Unit Owners meeting for, and to file an amendment to the Declaration of 118 East 59th Street Condominium, the By-Laws and the Rules and Regulations of the said Condominium or any of said documents when such amendment (1) shall be required to fully and fairly depict the Units as built or to carry out any of the provisions of the Offering Plan, or to create any utility easement, or (2) 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 or its designee in accordance with the Declaration or (3) 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, provided however, that any amendment made pursuant to the terms of subdivision (1), (2) or (3) of

this paragraph shall not 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 purchase money mortgage held by an institutional lender covering the undersigned's Unit unless the undersigned (in the event described in subdivision (i) or (ii) of this paragraph) or the holder of such mortgage (in the event described in subdivision (iii) of this paragraph) shall consent thereto by joining in the execution of such amendment. 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 Sponsor shall cease to own any Unit in the 118 East 59th Street Condominium.

This power of attorney shall be irrevocable.

IN WITNESS WHEREOF, I(We) have hereunto set my (our) hand(s) and seal(s) this ___ day of _____, 201_.

_____

_____

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

On the___ day of _____, in the year _____, before me, the undersigned, a Notary Public in and said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Exhibit "C"

Form of Unit Deed

DEED

THIS INDENTURE made the___ day of , 201_, between 118 EAST 59TH STREET REALTY LLC, a New York limited liability company, with offices at 175 East Shore Road, Great Neck, NY 11023, party of the first part or Sponsor, and _____ with a principal place of business at _____, party of the second part;

WITNESSETH:

That the party of the first part, in consideration of TEN ($10.00) DOLLARS lawful money of the United States and other good and valuable consideration, paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain piece or parcel of real property, with the improvements therein contained, situate and being a part of the 118 East 59th Street Condominium (the "Condominium") known and designated as Unit _____ (the "Unit") in the building (the "Building") known as 118 East 59th Street, New York, New York, County of New York and State of New York, said Unit being designated and described in a certain declaration dated _____, made by Sponsor pursuant to Article 9-B of the Real Property Law of the State of New York (the "Condominium Act"), establishing a plan for condominium ownership of the Building and the land (the "Land") upon which the Building is situated (which Land is more particularly described in Exhibit "A" annexed hereto and by this reference made a part hereof), which declaration was recorded in the New York County Office of the Register of The City of New York on _____, in CRFN# _____ ("Declaration"). This Unit is also designated as Block 1313 Tax Lot _____ of the Borough of Manhattan on the Tax Map of The City of New York and on the Floor Plans of the Building, filed with the Real Property Assessment Department of the City Of New York as Condominium Plan No. _____, and also filed in the City Register's Office on _____ in CRFN # _____.

TOGETHER WITH a _____ undivided interest in the Common Elements of the Condominium.

TOGETHER WITH AND SUBJECT to the terms conditions covenants, easements and provisions of the Declaration and of the By-Laws of the Condominium recorded simultaneously with and as part of the Declaration, as the same may be amended or modified in accordance therewith, from time to time by instruments recorded in the City of New York, New York County, which terms, conditions, covenants, reservations and provisions together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in the Unit as though such provisions were recited and stipulated at length herein;

SUBJECT FURTHER to all exceptions to title set forth in the Offering Plan.

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way, whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold such consideration as a trust fund to be applied first for the purpose of paying the cost for improvement and will apply the same first to the payment of the cost of improvement before using any part of the total of same for any other purpose.

AND the party of the second part accepts and ratifies the Declaration and the By-Laws and the Rules and Regulations of the Condominium recorded simultaneously with and as part of the Declaration and agrees to comply with all the terms and provisions thereof, as the same may be amended from time to time by instruments recorded in the Office of the Register of the City of New York, New York County.

[In connection with the conveyance of a Residential Unit]: The use for which the Unit is intended is that of a one family residence, subject to the applicable governmental regulations and the restrictions contained in the Declaration.

[In connection with the conveyance of the Commercial Unit]: The use for which the Unit is intended is a commercial premises, subject to the applicable governmental regulations and the restrictions contained in the Declaration.

This conveyance is made in the regular course of business actually conducted by the party of the first part.

The word "party" shall be construed as if it means "parties" whenever the sense of this indenture so requires.

The words "party of the first part" and "party of the second part" shall be construed to include their respective grantees, heirs, executors, administrators, legal representatives, successors and assigns.

[End of Page; Signatures on Following Page]

IN WITNESS WHEREOF, the party of the first part and the party of the second part have duly executed this deed the day and year first above written.

_____
Party of the First Part

_____
Party of the Second Part

_____
Party of the Second Part

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

On the___ day of _____, in the year _____, before me, the undersigned, a Notary Public in and said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

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

On the___ day of _____, in the year _____, before me personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Exhibit "D"

Description of Property

DESCRIPTION OF PROPERTY AND SPECIFICATION

THE 118 EAST 59TH STREET CONDOMINIUM
NEW YORK, NEW YORK

A. Location and Use of Property

1.	Address:	118 East 59th Street New York, New York
2.	Block: Lot No.:	1313 63
3.	Zoning:	C5-2.5 Special Midtown District
4.	Permissible Use:	Commercial / Residential Use Group 1-12

5. The property and proposed use will comply with all zoning and use at closing.

B. Status of Construction

1. The plans were filed with the Department of Buildings under New Building Application No. 122137437. Construction of the building is scheduled to commenced on or about July 2015 and is scheduled to be substantially completed on or about December 1, 2017, unless delayed by weather, strikes, lockouts, acts of God, shortages or inability to obtain materials, equipment or labor, governmental restrictions or preemption, damage by fire or the elements or any other cause beyond the control of the Sponsor.

2. Class of Construction: The building will be constructed under the NYC building code and will be classified as Construction Class 1B, Non-Combustible. The building will conform to all applicable regulations of the Building Code of the City of New York

3. Certificate of Occupancy: The Sponsor will apply for a temporary certificate of occupancy from the Department of Buildings upon substantial completion of portion of the building. Temporary residential use of the Building is permitted upon the issuance of a Temporary Certificate of Occupancy. Sponsor makes no representations or guaranties regarding the date of issuance of the permanent certificate of occupancy. After the completion of construction the Sponsor's will apply with Department of Buildings for a Certificate of Occupancy for the building.

C. Site

1. Size: The total area is approximately 5,021 SF (Property)

2. Number of Buildings and Use:

The development will consist of the construction of a 40 story building, with sub-cellar, cellar floor, main roof and roof bulkhead (all floor designation in this report will be Marketing floors). The building will be comprised of 29 Residential Units and 1 Retail Unit, classified as follows:

a. Sub-cellar floor will contain: Residential Unit storage room / bicycle storage, Residential Unit common laundry room, building storage, mechanical room, gas meter room, security equipment room, compactor room/recycling storage.

b. Cellar floor will contain: Retail Unit.

c. First floor will contain: Residential Lobby and Retail Unit.

d. Second (2nd) floor will contain: Retail Unit.

e. Fifth (5th) floor will contain: Residents Lounge / Private dining and Outdoor Terrace.

f. Sixth (6th) floor will contain: Residents Fitness Center, Treatment room.

g. Seventh (7th) floor will contain: Telecom room, electric switchgear room and DAS room.

h. Eight (8th) thru twelfth (12th), fifteenth (15th) thru thirty-ninth (39th), and PH (40th/41st/42nd) floors will contain: Residential Units.

i. Forty third (43rd) floor will contain: Mechanical equipment rooms.

j. Main roof and Roof Bulkhead will contain: Mechanical equipments, two (2) roof tanks, mechanical room and elevator machine room.

3. Streets owned or maintained by the project: The property contains 50'-0" of frontage on East 59th Street.

a. Streets is paved with asphalt topping and in good condition.

b. The street is presently pitched to drain through existing catch basins into the New York City sewer system.

c. The City of New York provides the street lighting.

4. Drives, Sidewalks, Ramps

a. The sidewalks abutting the property on East 59th Street will be replaced with new concrete sidewalk, steel faced concrete curb. All sidewalks and curbs will be new, free of tripping hazard and ponding.

b. These items conform to all local fire district and New York City Department of Buildings and New York City Department of Transportation Codes.

c. Radiant heated sidewalk will be provided.

D. Utilities

Utilities services will be provided to meet the requirements of the system designed.

1. Electricity:

   Electricity will be provided by Consolidated Edison Company (Con Ed). The electricity to each Unit shall be provided with a common Con Ed meter, then separately metered by Quad Logic or Equal Computerized System. The electricity consumed in the Common Elements will be separately metered by Con Edison and charges will be shared between the Residential Units and allotted to each unit. Retail Unit will be metered direct by Con Edison.

2. Natural Gas:

   Gas will be provided by Con Ed. Gas for the Residential Units will be collectively metered. The cost of the gas consumed (including all gas used for cooking purposes) will be shared between the Residential Units and allocated to each unit. The gas consumed for the common laundry dryers in the cellar will be metered as a building common expense, and allotted to each unit. Gas for the domestic water heaters, building heating boilers, unit heaters, and emergency generator will also be metered as a building common expense, shared between the Residential Units and allotted to each unit.

3. Water and Sewer:

   Water and sewer service will be provided by the city of New York. The water consumed by the building will be metered by the city; costs will be allotted to each Residential Unit. Retail unit will be provided with a check meter for the water usage and will be billed by the condo.

4. Telephone:

   Telephone service will be provided by a regulated company and regulated individually. Each Residential Unit owner will be required to pay telephone charges with respect to his or her unit directly to the telephone company providing such service. Telephone charges for the building common areas will be shared between each Residential Unit.

5. Cable Television:

   Cable television service will be provided by a regulated company and regulated individually. All charges for cable television service will be paid by each Residential Unit owner directly to the cable company. Television charges for the building common areas will be shared by each Residential Unit.

E. Sub-Soil Conditions

1. The site sub-surface conditions consist of a surficial soil/fill stratum overlying glacial sand deposits, decomposed rock and mica schist rock. The rock is 25 feet to 35 feet deep.

2. Major building column and wall concrete footings are designed to bear on NYC Bldg. Code Class 1C or better rock with a net allowable bearing capacity of 20 tons per square-foot (tsf). Columns with lesser loads are designed to bear on natural sands with a net allowable bearing capacity of 3 tsf. Footings are designed to bear on good quality sub-grades; thus, with proper construction, uneven foundation movement or settlement resulting in cracking, mortar joint decay, etc. is considered to be unlikely.

3. Uplift loads are resisted by double-corrosion-protected pre-stressed tie-down rock anchors. The constructed anchor capacity will be verified by performing successful proof and performance tests in accordance with the requirements of the latest Post Tensioning Institute (PTI) manual.

4. Based on observations in the temporary groundwater observation well installed in a completed boring, groundwater was observed to be a "perched" condition at or near the soil/rock interface, or about 25 feet to 30 feet deep.

5. The structural cellar slabs and perimeter foundation walls up to street level are composed of reinforced concrete. The foundation walls have been designed to resist, in addition to the soil, rock and surcharge loads, a hydrostatic pressure. No under-slab drainage system has been provided as cellar slab was designed to resist the design hydrostatic pressure. The foundation system includes sheet membrane waterproofing system (pre-applied water proofing system) that encapsulates the below grade foundation system. The sheet membrane waterproofing will be manufactured by WR Grace or approved equal.

6. With proper construction, there is no potential for erosion or mudslides at the site.

F. Landscape & Enclosure

1. Grass cover:

   None.

2. Plantings:

   Raised planters with shrubs planting on 5th floor terrace.

3. Trees:

   Trees will be planted as required by Zoning Resolutions that indicates one sidewalk trees shall be provided every 25 feet of street frontage of the zoning lot, when not feasible due to conflicts with utilities, trees will be planted in alternate location recommended by the Parks Department.

4. Fencing: None

5. Gates: None

6. Garden Wall:

Garden walls are provided on east and west wall of 5th floor terrace adjacent to resident's lounge. Each wall will be provided with plants, vertical garden wall with system supported by steel frame.

7. Retaining Wall: None

8. Display Pools and Foundations :

   a. There will be two (2) water features at the 5th floor terrace approximately 45'-0" X 3'-0" at north side and 45'-0" X 3'-0" at south side, water features will be finished with natural stone.

   b. There will be a water feature on the ground floor residential lobby approximately 16'-6" X 5'-10", it will be finished with natural stone.

G. *Building Size*

1. Total Height: The total height of the building from the Residential Lobby, to the top of the Bulkhead enclosure is approximately 499'-4".

2. Crawl Spaces: None

3. Cellar: Two (2)

4. Number of Floors:

40 Stories, with sub-cellar, cellar, main roof and roof bulkhead.

The floors of the building are designated sub-cellar to bulkhead roof, all floor references in the Plan and in this Report are in accordance with such designations. Construction necessitates a sequential numbering of floors. Therefore, two different methods of numbering of floors exist and are shown below, construction and marketing floors:

CONSTRUCTION FLOOR	MARKETING FLOOR
Sub- Cellar	Sub-Cellar
Cellar	Cellar
1	1
2	2
3	5
4	6
5	7
6	8
7	9
8	10
9	11
10	12
11	15
12	16
13	17
14	18

15	19
16	20
17	21
18	22
19	23
20	24
21	25
22	26
23	27
24	28
25	29
26	30
27	31
28	32
29	33
30	34
31	35
32	36 (DU1)
33	37 (DU1)
34	38 (DU2)
35	39 (DU2)
36	40 (PH)
37	41 (PH)
38	42 (PH)
39	43 (MECHANICAL)
40/MAIN ROOF	MAIN ROOF
BULKHEAD	BH ROOF

5. Equipment Rooms:

   Are located at Sub cellar, 7th floor, 43rd floor, Main roof and Roof bulkhead.

6. Parapet:

   Height from top of roof finish to top of railing will be a minimum of 3'-6" from finished floor of roof or terrace.

H. Structural System

The structure is a reinforced cast-in-place concrete construction. The building is supported on columns and core walls formed around the elevator shafts and staircases.

The core walls form the "spine" of the lateral load-resisting system and are extended from the foundation to the very top of the building. Additional shear walls outside of the core are also utilized for lateral load resistance. Since the building floor plate is very small, majority of the lateral elements are also gravity-support columns.

One column transfer is required to accommodate the architectural layouts and building set-backs. This transfer is achieved by using a deep concrete transfer girder at one location.

The tower floor construction typically consists of 8" thick concrete flat plates supported by columns and core walls. Concrete slabs ranging from 10" to 12" are utilized on the lower levels and roof levels for support of higher occupancy loads and mechanical units.

The building has two underground levels. The foundation for the tower columns and walls are spread and strip footings, with bearing capacities ranging from 6 to 8 tons/ft^2. Rock tie downs anchors are provided for resistance against uplift due to lateral loads.

1. Exterior of Buildings:

   a. Exterior walls:

      (i) Exterior wall constructions comply with New York State Energy Code.

      (ii) Exterior wall shall comply with New York City Local Law 11/98 (Inspection of Exterior Wall). Building exterior walls shall be inspected in accordance with the Local Law 11/98 every five (5) years. Schedule of inspection shall be in accordance with the schedule cycle provided by the NYC Department of Buildings.

      (iii) Exterior wall will have R-13 insulation. East and west exterior wall will be 2 hour fire rated.

   b. Aluminum insulated panels:

      (i) Exterior walls will be aluminum insulated panel and aluminum & glass curtain wall system. Joints between aluminum fixed panels will be caulked to prevent water and air intrusion. Air and vapor barrier membrane will be provided to mitigate entry of moisture to the building. Bitumuous waterproofing membrane will be used as flashing materials to drain water to exterior through weep holes.

      (ii) Exterior aluminum panel will be manufactured by Centria or approved equal.

   c. Windows:

      (i) All fixed and operable windows are designed to comply with light and air requirement at all habitable spaces.

      (ii) Windows shall be curtain wall system; constructed of aluminum frames and insulated glass. Windows will consist of fixed panel out swinging awning type operable window at Residential Unit and inswing hopper at elevator lobby. Curtain wall system shall have gutter within the system to drain water, all joints shall be caulked to prevent water and air intrusion. Windows shall be fabricated with integral low-conductance thermal barrier between exterior and interior components to eliminate thermal bridging.

(iii) All operable windows shall be provided with a limit stops to prevent window from opening more than 4".

(iv) Exterior sliding type aluminum window system will be provided in library of PH unit on 42nd floor. Minimum 3'-6" high fixed safety glass guardrail will be provided.

(v) Access to 5th floor terrace will be exterior sliding aluminum window system.

(vi) Lot line windows will be provided in master bathroom on floors 24th thru 35th, duplex stair on 37th and 39th and on triplex stair on 42nd floor.

(vii) Lot line windows will have tempered glass and will be protected by sprinkler.

(viii) Lot line windows will not be used to satisfy New York City Building Code requirement for light and air, mechanical ventilation in the room will be provided. In the event that the adjacent building located on the east side property is renovated at anytime in the future, lot line windows are subject to infill (protected) with fire rated construction by the Unit Owner.

(ix) Curtain wall shall be manufactured by Schuco or approved equal. Curtain wall system shall have labor and material warranty of five (5) years for glass breaking and deficiencies related to materials, design or workmanship.

d. Landmark Status: None

2. Parapets and Copings:

The parapets will be an extension of the exterior wall system or curtain wall system, the parapet will be capped with aluminum coping. The parapet height will be at least 3'-6" from the roof finished paving.

3. Chimneys and Caps:

a. There will be one (1) refuse/recycling chute will be 24" metal chute with hopper type self-closing intake door. The chute will be vented at roof bulkhead and the exterior with storm proof louver.

b. Refuse/recycling chute will be a tri-sorter type system, which can divert rubbish, recycled paper or recycled glass/plastic to the two (2) recycling bins and the trash compactor located on the sub-cellar. Chute will be manufactured by Wilkinson or equal.

c. Two (2) stainless steel flues each for gas fired boiler vents, gas fired boiler vents combustion air, gas fired domestic hot water heaters for high zone and gas fired domestic hot water heaters for high zone combustion air.

d. A total of five (5) stainless steel fire place flues will be provided, one (1) for each gas fire place. All flues will be vented to the exterior in accordance to NYC Building Code.

4. Balconies and Terraces:

There are no balconies. Two (2) Residential Common terraces located at the 5th floor.

a. Deck Finish: Terraces will be finished with concrete pavers over the roofing.

b. Balustrades: None

c. Railings: None

d. Copings: Aluminum.

e. Doors to terraces: Aluminum.

f. Parapet will be finished aluminum and curtain wall capped with aluminum coping.

g. Drains: Terrace area will have dual level cast iron drains, sufficient number of drains will be provided for proper drainage. Landscape area will have planter type drains. Terrace area will be provided with secondary drains per NYC code requirement.

5. Exterior Entrances:

a. Residential Lobby Entrance and retail entrance complies with ADA requirement including low profile ADA saddle.

b. Residential lobby entrance and vestibule will have a pair of aluminum glass sliding door, sliding doors shall have a break out feature for emergency exit. Sliding doors will be manufactured by Dorma or approved equal.

c. Vestibule doors shall be Aluminum/tempered glass.

d. Retail storefront will be aluminum and glass, retail entrance shall have a pair of aluminum glass swing doors.

e. Exterior Stairs: None

f. Railing: None

g. Mail / Packages:

The concierge will received and hold mails and packages. Individual cubbies for incoming mails and storage for packages will be provided adjacent to the concierge.

h. Lighting:

(i) Recessed type lighting will be provided at the canopy and recessed lobby entrance area, sufficient lighting will be provided in accordance with building code.

(ii) Sidewalk lighting will be provided primarily by existing New York City light poles.

i. Drains:

Floor drain will be provided at the recessed residential lobby entrance in accordance to Building Code.

6. Service Entrances: None

7. Roof and Roof Structures:

a. Type of Roof:

(i) Material: The roofing systems will be a fluid applied waterproof membrane in an IRMA configuration roof assembly roofing system with concrete pavers or gravel ballast over.

(ii) Insulation: Insulation shall be closed cell rigid foam with an R-factor of 19 and a minimum thickness of 4".

(iii) Surface Finish: The surface finish will be roof stone ballast, concrete pavers.

(iv) Bond or Guarantee: The roofing system shall have a twenty-year manufacturer warranty for material and labor.

(v) Flashing Material: There will be metal cap flashing and fabric flashing.

(vi) All exterior metals including fastener shall be corrosive resistant.

b. Drains:

(i) Location: There will be a sufficient number of cast iron roof drains for each area requiring drainage. Gravel roof will received dome type drains, paved terraces will be provided with flat grates (pedestal system). Landscape area will be provided with planter type drains. Leaders will be cast iron with schedule 40 galvanized steel at the last 20 feet of leader (base).

c. Skylights: None

d. Bulkheads:

(i) Stairs: Egress stairs are poured in place reinforced concrete.

(ii) Elevator: The elevator machine room will be part of the roof bulkhead; wall construction will be a nominal 6" concrete block and reinforced concrete.

(iii) Other: There will be mechanical equipment rooms within the roof bulkheads, the wall construction will be a nominal 6" concrete block.

e. Metal Work at Roof Levels

(i) Exterior Metal Stairs: Exterior galvanized steel stairs will be provided to access roof bulkhead level.

(ii) Vertical Ladders: Galvanized steel ladder provided to access roof over elevator machine room.

(iii) Railings: Galvanized steel guardrail provided at roof bulkhead and roof over machine room.

(iv) Hatches to Roof: 9th floor (Roof over 8th floor)

(v) All exterior metals including fasteners will be corrosion resistant.

8. Fire Escapes: None

9. Yards and Courts: None

10. Interior Stairs:

a. Egress stairs;

(i) Number of Stairs: There will be a total of four (4) egress stair, and one (1) independent retail stair;

(a) Stair A extends from ground floor to main roof.

(b) Stair B extends from cellar floor to main roof.

(c) Stair C extends from sub-cellar to ground floor.

(d) Stair D extends from sub-cellar to ground floor.

(e) Independent stairs will be provided at retail unit, serving ground floor to cellar and serving ground floor to 2nd floor.

(ii) Enclosure: All stairs serving residential portion shall be enclosed with two (2) hour fire rated enclosure consists of reinforced concrete shear wall and drywall partition. All stair door shall be 1 ½ hour self closing doors. All handrails and guard rails shall be steel pipe, railing comply with the requirements of NYC Building Code.

(iii) Stair Construction: Poured in place reinforced concrete.

(iv) Stringers: None

(v) Treads and risers: Poured in place reinforced concrete.

(vi) Guardrails: Handrail and guard rail will be metal, 1 ½" outside diameter. Handrail shall be minimum of 2'-10" above stair nosing. Top of guard rail shall be minimum 3'-6" above floor finished.

(vii) Balustrade: None

b. Stairs within Apartment unit:

(i) There will be a total of three (3) internal stairs, one (1) at each duplex unit and one (1) in the triplex unit.

(ii) Stair treads and risers will be pour in place reinforced concrete with wood finished. Handrail will be stainless steel.

11. Interior Doors and Frames

a. Residential Unit entrances: Residential Unit entrances shall be 1 ½ hr. fire rated self closing wood doors and wood frames with Dline Onen level handle, stainless steel or approved equal.

b. Corridor doors and Frames: Exit stair doors at public corridor shall be 1 ½ hr. fired-rated self closing wood doors with wood frames and will meet Building Code requirements.

c. Residential Unit interior solid core door will be wood door, wood frame with Kawajun, Materie level handle in chrome or approved equal.

d. All doors and frames at building service area at cellar, sub-cellar and main roof will be hollow metal and will meet Building Code requirements.

12. Elevators:

a. Residential Section Elevators:

(i) A total of two (2) elevators will be provided: One (1) passenger elevator (PE2) and one (1) combination passenger/service elevator (PE1).

(a) PE1 will service floors SC, 1st and 5th thru 42nd (PH) and 43rd floor

(b) PE2 will service floors SC, 1st, 5th, 6th, and 8th thru 42nd (PH)

(ii) Elevators PE1 will have 3,500 pound (21 people) lifting capacity, gearless traction elevators and travel at 1,000 feet per minute. The car's platform dimensions will be approximately 7'-0" wide by 6'-2" deep. The passenger elevator doors will be 3'6" wide by 8'-0" high, single speed side opening.

(iii) Elevator PE2 will have 2,500 pound (15 people) lifting capacity, gearless traction elevator and travel at 1,000 feet per minute. The car's platform dimensions will be approximately 7'-0" wide by 5'-2" deep. The elevator door will be 3'-6" wide by 8'-0" high single speed side opening.

(iv) Elevator cab (PE1& PE2): Interior elevator cabs will be custom designed and fabricated. The elevators and elevator cabs will be supplied by the elevator

manufacturer. The interior finish of the elevator cabs will consists of stone tile flooring, cab walls will be laminate mirror and stainless steel, stainless steel door and stainless steel car operating panel and stone veneer ceiling. Lighting in the elevator cabs will consist of a led/halogen light fixture.

(v) Alarm, safety system: Each elevator cab will have an emergency ceiling access panel, emergency lighting, intercom system, security camera and alarm button.

(vi) Machine Room for elevator PE1 & PE2 is located above the hoist way at roof bulkhead level.

b. Retail Elevator:

One dual jack hole less roped hydraulic passenger elevator (PE3); 3,500 pound lifting capacity and travel at 150 feet per minute. Elevator will service cellar, ground floor and second floor.

(i) Alarm, Safety System: The elevator cab will have emergency ceiling access panel, emergency lighting, intercom system, security camera and alarm button.

(ii) Machine Room is located at the cellar level.

c. Elevators including AC motor- generator set shall be manufacture by TKE Elevator Company or approved equal. Elevator will have manufacture warranty of one (1) year. A four (4) year maintenance contract will be provided.

I. Auxiliary Facility

1. Laundry Rooms:

a. Location and number of rooms: One common residential laundry room will be located at the sub-cellar; serving the Residential Units. Laundry room will contain one (1) clothes washer and one (1) clothes dryer.

b. Room Ventilation: Room ventilation will be provided through mechanical means.

c. Dryer ventilation: All dryers will be exhausted mechanically to the exterior.

2. Refuse Disposal:

a. Incinerator: None

b. Compactor: There will be one (1) compactor, located in the compactor room on the sub-cellar level, servicing the Residential Section. Compactor shall be hydraulic operated horizontal extruded type unit – unit is designed to handle approximately density of 125 cu. yard. Capacity is 1500 lb/hour. Manufactured by Metro Pak Compactor system, model no. MC-4500 or equal.

c. Approvals: Compactor will be New York City approved type compactor.

d. Initial Storage Location: The compacted bags will be stored in the Compactor Room until they are transferred to street level for pick up.

e. The New York City Department of Sanitation will pick up the bags from the curb outside the building.

3. Bicycle Room:

A bicycle room for the Residential Units is located in the sub-cellar, a total of 21 bicycle storage will be provided.

4. Storage Bins:

Storage are located in the sub-cellar, each Residential Unit owner will have a designated storage unit. Storage bins are approximately 34 square feet to 102 square feet and a minimum of 7'-0" high. Storage bins shall be fabricated with heavy duty wire mesh partitions and doors.

J. Plumbing and Drainage

1. Water Supply:

a. One 4-inch domestic water service with double check backflow preventer and water meter will be provided from East 59th Street. The service will be provided with water meter, strainer, and backflow preventer. The service will connect to a peerless pump model 100DMSL208TFGAF duplex roof tank fill pump system with each pump rated for100 GPM each at 480 ft TDH. A 4-inch dedicated house tank fill pipe will supply domestic water to the duplex combined house tanks at the main roof level each containing 3,500 gallons of domestic storage and 7,500 gallons of fire reserve. The building floors will be supplied by four (4) zones of cold water, hot water and hot water circulation. Hot water for top zone will be provided via duplex gas storage domestic water heaters, all other zones will be provided with indirect fired water heater assemblies. Street pressure domestic water system will supply the Sub-Cellar, Cellar and Ground Floor levels where required.

b. Hot water piping shall be entirely insulated up to the rough-in (as required by Energy Code). Cold water piping shall be provided with sweat insulation throughout the building including water services.

2. Fire Protection:

a. Fire water Service:

One 6-inch fire service from East 59th Street with 6-inch double check detector assembly to supply 500 GPM automatic fire pump for the lower zone located in the sub- Cellar.

One 4" retail sprinkler service from East 59th Street with double detector check assembly to supply a 400 GPM booster pump.

The high zone fire standpipes will be supplied by two roof tanks with a combined fire reserve of 15,000 gallons, which will feed a 500 GPM special service fire pump on the main roof level.

b. Standpipe Risers:

The fire standpipe system will consist of one 6-inch combined sprinkler/fire standpipe and one 6-inch fire standpipe riser. The risers will serve all sprinklered floors, including the roof and is located in the stairways. A three-way roof manifold will be provided.

A 2-1/2 inch hose valve with cap and chain will be located on each fire standpipe risers at each floor starting from the Sub-Cellar Level. Pressure retracting devices in the hose valves will be provided where pressures exceed 175 PSI.

Piping will be schedule 40 steel piping with rolled or cut grooved or threaded joints.

c. Hoses, fire hose valves, and nozzles:

A locked storage cabinet and key box will be located at the Base Unit lobby desk on the Ground Floor Level.

A main PRV station will be provided to connect the high and low zones per NYC building code.

d. Sprinkler system:

Sprinkler water and automatic wet sprinklers will be supplied from the 6-inch combined sprinkler/fire standpipe riser for the entire building.

(i) Lot line sprinklers will be provide where required by code at windows in close proximity to the adjacent building.

(ii) A separate sprinkler system will be provided for retail spaces.

e. Siamese connections:

One 6"x 3"x 3" Siamese combined fire/sprinkler standpipe connection will be provided at East 59th Street.

A 4"x3"x3" sprinkler Siamese connection for retail will be provided at East 59th Street.

3. Water Storage Tank(s) and Enclosures:

Two roof tanks are located at the main roof level. The tanks will be round, wood, vertical tanks with conical tops and ruberoid roofing, covering the exterior wood roof surfaces. Access to the tank and piping controls will be provided in the roof of each tank. An exterior, galvanized steel ladder with a gooseneck will be provided for each tank. Each tank will contain 5,000 gallons of domestic storage and 7,500 gallons of fire reserve.

a. Number, type, location: 2 wood tanks will be located on the roof.

b. Material (interior, exterior and roof of tank): Wood

c. Access to tank (e.g. vertical gooseneck ladder): An exterior, galvanized steel ladder with a gooseneck will be provided for each tank.

d. Capacity (total gallons): Each tank will contain 5,000 gallons of domestic storage.

e. Capacity (fire reserve): 7,500 gallons of fire reserve.

4. Water Pressure and how maintained:

a. The high zone domestic water system for the MEP floor down to the 32nd floor water pressure will be maintained by a duplex peerless pump model C610 AM constant pressure booster system with each pump rated for 70 GPM each at 88Ft. TDH to provide a minimum of 30 psi at all fixtures. The mid zone domestic water system for the 31st floor down to the 21st floor water pressure will be maintained by the static pressure from the duplex combined house tanks via pressure reducing assembly located on 7th floor to maintain minim of 30 psi and maximum of 85 psi at all fixtures. The low zone domestic water system for the 20th floor down to the 8th floor water pressure will be maintained by the static pressure from the duplex combined house tanks via pressure reducing assembly located on 7th floor to maintain minim of 30 psi and maximum of 85 psi at all fixtures. The amenities zone water system for the 7th floor down to the sub-cellar floor water pressure will be maintained by the static pressure from the duplex combined house tanks via pressure reducing assembly located on 7th floor to maintain minim of 30 psi and maximum of 85 psi at all fixtures.

b. Water pressure for the entire building will be maintained by gravity, with a source at the roof tanks, the building have 4 pressure zones with a maximum pressure of 85 psi and a minimum 30 psi. The top zone will be provided with duplex booster pump to elevate the water pressure. The booster pump as an assembly will be provided with a one (1) year warranty.

5. Sanitary Sewage System:

Sanitary sewage will be conveyed by gravity via vented soil and waste branches, stacks and house drains to combined house sewer.

a. Sewage piping: Drainage and vent piping above ground will be no-hub cast iron piping and fittings with heavy duty stainless steel couplings and rubber gaskets. Drainage and vent piping buried below floor will be hub and spigot cast iron pipe and fitting with rubber push-on gaskets.

b. Sewage pumps: Sanitary sewage that cannot be conveyed by gravity to the house sewer will be piped to a duplex ejector pump. The pump will discharge the sewage to the house sewer by a gravity pump, piping to the street side of the sanitary house sewer with a connection to the sanitary house drain, at the building wall. The Duplex Ejector pump system each with a capacity of 65 gpm is provided.

c. Sewage disposal: One 8: combined storm/sewer connection to the city sewer system. All sub-cellar and cellar services shall be gravity drained to duplex sewage ejector, at sub-cellar and pumped into combined sewer downstream of house trap. The ejector pumps shall be provided with one (1) year warranty.

6. Permit(s) Required:

N.Y.C. D.E.P. Site Connection-Certification; N.Y.C. D.E.P. Installation of Backflow Devices; All permits will be obtained by the plumbing contractors upon granted approval by DEP.

7. Storm Drainage System:

Gravity storm drainage from roof drains, terrace drains and plaza drains will flow by gravity to one (1) storm detention tank in the Sub-Cellar. Detention tank shall be provided with a submersible duplex ejector pump system to evacuate storm water – the concrete tank and all tank penetrations shall be water tight and capable to withstand minimum pressure of 25 feet of head. The access to the tank will be from cellar floor via pressure rated access hatch capable to withstand 25 feet of head. A 6 inch vent/overflow pipe shall be extended from the tank up to grade and terminate not higher than 2 feet above grade; this overflow will only function in a critical failure of the building system failure. The pumped system shall discharge to the combined house drain at restricted flow rate in compliance to D.E.P site connection approval certification.

a. Catch Basin: Not applicable

b. Yard and Roof Drains: Garden, roof and terrace drains will be provided as required by code. Main MEP roof maybe provided with control flow drains to allow for additional storm water detention.

c. Piping: Cast iron piping with hub and spigot fittings and push-on joints.

d. Ejector Pumps: Storm water foundation drainage (if required) will be piped to a silt pit in front of the duplex sump pump in the sub-cellar. The pump will discharge to the storm house drain by gravity to the storm house drain inside the building on the building side of the storm house trap. One set of sump pumps shall be provided in the sub-cellar. The pair will be 130 gpm each with a 34 foot discharge head. The sump pumps shall be provided with a one (1) year guarantee.

e. Fire Protective Alarm System:

The fire alarm signaling for this project will be provided so as to conform to all applicable codes. The system will include the following:

(i) Automatic smoke detection and heat detection systems as per code.

(ii) Sprinkler and standpipe alarm systems.

(iii) Automatic control (stopping) of air handling systems in response to signal from the fire protective alarm system. (Systems over 2000 CFM).

f. Local Control Wiring For Mechanical System Motors:

(i) Local control wiring for mechanical system motors shall be provided by the electrical trade.

(ii) All exhaust fans shall be controlled by BMS.

g. Pipe Tracing:

Provide all electrical pipe tracing with insulation will be provided for piping exposed to outdoor temperatures.

K. Heating

1. Heating and distribution of domestic hot: Domestic hot water will be provided by duplex gas fired heaters for each of four zones. Heating capacities of heat pumps for dwelling units will be based on 76 degrees water and 70 degrees ENT air temperatures. The system will be designed to meet the New York City and State Energy Code. The heater will be provided with a one (1) year guarantee.

2. Space Heating: Space heating will be provided by two (2) gas fired low-pressure, hot water boilers. Hot water will be distributed to the various areas by two pipe distribution systems. Heat will be provided to the Residential Units through the condenser water heat pump circulating loop. Common lobby amenities and entrances to the building from the street will be heated and cooled by water source heat pump units with hot water reheat coils and/or fan forced hot water cabinets. Common elements above the Ground Floor Level, such as the tops of stairwells and exits to the roof, will be heated with electric resistance type heaters or fan forced hot water unit heaters or cabinet heaters. All heating equipment's will be guarantee for one (1) year after start up.

3. Manufacturer of boiler(s): Three (3) gas-fired boilers, manufactured by Lochinvar (Crest 2500, or approved equal Condensing Hydroni Boilers) will be located on the upper level of 43rd mechanical floor.

4. Manufacturer of Domestic Water Heater: There will be a total of four (4) domestic water zones with a dedicated set of AERCO heaters for each zone. Each zone of heater sets shall be provided with a circulating pump, mixing valve, ASME rated thermal expansion tank and all heaters shall be set to provide 140F temperature water to prevent legionella growth:

   a. Amenities Zone (serving fixtures on sub-cellar through 7th floors) shall be provided with one AERCO water-to-water Smart Plate DW heat exchanger model No. SPDW23. This instantaneous heater shall provide hot water on demand at maximum of 11 GPM at 140F. This heater is sized on boiler water supply at 160F and 130F return with nominal capacity of 531 MBH.

   b. Low-Zone (serving fixtures on 8th through 12th floors, 15th through 20th floors) shall be provided with one AERCO water-to-water DHWG-V, which is a skid assembly with two heat exchangers (with 65% load redundancy each) and one 200 gallon storage tank. The assembly shall provide hot water on demand with minimum of 900 GPH recovery rate at 140F. Heating assembly is sized on boiler water supply at 160F and 130F return with nominal capacity of 1200 MBH.

c. Mid-Zone (serving fixtures on 21st through 31st floors) shall be provided with one AERCO water-to-water DHWG-V, which is a skid assembly with two heat exchangers (with 65% load redundancy each) and one 200 gallon storage tank. The assembly shall provide hot water on demand with minimum of 900 GPH recovery rate at 140F. Heating assembly is sized on boiler water supply at 160F and 130F return with nominal capacity of 1200 MBH.

d. High-Zone (serving fixtures on 32nd through Penthouse floors) shall be provided with two AERCO condensing gas fired Innovation heaters, model No. INN600. Each heater is sized for 65% redundancy, requires 600 CFH gas supply @ 4" WC, 25 gallon storage capacity, 696 GPH recovery rate at 140F.

5. Type of controls: Boilers will be controlled by outdoor temperature sensors and condenser water temperature control modulating controls.

6. Radiators, piping, insulation, valves, pumps: Schedule 40 steel with standard weight fittings. Hot water piping will be insulated as required by the Energy Code. There will be two (2) closed condenser water pumps and two (2) hot water pumps for circulating water to water source heat pump systems and heating units. One condenser water pump will be stand-by.

7. All equipment with motors greater than ½ hp shall be provided with vibration protection.

8. Fuel: Boilers will be fired by natural gas.

9. Location of oil tank, materials, enclosure: Not applicable

10. Capacity of oil tank: Not applicable

L. Gas Supply

1. Type: Natural Gas

2. Meters: Con Edison gas meters

3. Piping: Black iron with malleable iron fittings.

M. Air Conditioning

Heating capacities of heat pumps for dwelling units are based on 76 degree water and 70 degree ENT air temperatures. The system is designed to meet the New York City and State Energy Code.

1. Type of system: Water-cooled packaged units and water source heat pump systems will be provided in the residential units. All units will be provided with a one (1) year guarantee and five (5) year warranty on compressors after start up.

   Water source heat pumps shall be as follows:

Symbol	Manufacturer and Model Number	CFM	GPM	Total Capacity MBH Cooling	Total Capacity MBH Heating
HP-A	BULLDOG SLK-008	300	8,943	1.3	6,641
HP-B	BULL DOG SLK-012	400	11,772	2	8,429
HP-C	BULLDOG SLK-015	500	14,407	2.5	9,925
HP-D	BULLDOG SKH-018	600	18,200	3	13,700
HP-E	BULLDOG SKH-020	700	20,250	3.5	18,450
HP-F	BULLDOG SKH-024	800	25,600	4	20,400
HP-G	BULLDOG SKH-036	900	34,354	6	36,080
HP-H	BULLDOG SKH-024	600	24,910	4	26,940
HP-I	BULLDOG SKH-042	1100	41,555	8	44,097

2. Catch basins (location): Not applicable

3. Central system (manufacturer, model and capacity): Not applicable

4. Cooling towers, condensers (roof top, self-contained units, including number, location and description): Cooling tower and pumps: There will be a two cell open cooling tower on the roof with plate frame exchanger. The cooling towers are manufactured by BAC or approved equal, model no. 750 GPM, 95 degrees Fahrenheit EWT, 85 degrees Fahrenheit LWT, 78 degrees Fahrenheit EWB, (2) 5HP motors at 460V, 60Hz, 3-Phase.The open and closed condenser water loops will each have two (2) base mounted, centrifugal, pumps provided for heat pump water circulation and one additional will be standby for both loops. The cooling tower plant and water circulating pumps sizing was based on the peak "bulk" cooling load for the residential and commercial areas of the building, calculated in accordance with ASHRAE Guide recommendations and the NY State Energy Code.

5. Individual units covered by the offer: Individual units will be designed to meet all requirements of NY State Energy Code. Cooling capacities are based on ASHRAE and ARI conditions of 89 degrees Fahrenheit DB/73 degrees WB outside, 76 degrees Fahrenheit DB/63 degrees Fahrenheit WB inside air. Cooling capacities are based on 75% drawn venetian blinds. Separate package water-cooled or air-cooled HVAC units or water source heat pumps will be provided for the amenities, lobby and sub-cellar Section Lobby (as manufacture climate master or equal), and miscellaneous areas such as the elevator machine rooms..

   Residences will be provided with water source, electrically driven heat pump units of capacities shown on plans. Number of units of each type is shown on plans; EER ratings meet requirements

of State Energy Code. Heat pump units were sized for the estimated individual peak cooling-heating requirements of each Unit. A thermostat located in the individual heat pump units will control its corresponding heating-cooling unit. Heating and cooling of corridor ventilation air will be provided by a heat pump and natural ventilation through operable windows.

6. An automatic DDC control system will be provided to control cooling tower, boilers, heat exchangers and pumps.

7. All ceiling mounted units, cooling tower, boiler, heat exchangers and other roof top mechanical equipment that may create vibration will be isolated from building structure with spring vibration isolation.

N. Ventilation

1. Kitchens: Unit kitchens will be ventilated with an exhaust ventilation system as indicted on drawings from each kitchen. Fans to be as manufactured by Greenheck or equal model EQBERSWB and as scheduled 1/2HP to 3HP.

2. Bathrooms: Interior Tower Unit bathrooms will be ventilated with an exhaust ventilation system exhausting 50 cubic feet of air per minute from each bathroom. (Fans to be as manufactured by Greenheck or equal model SWB and as scheduled 1/3HP to 1½HP.) 25/Half, 50/Full 75/MB.

3. Non-Residential Bathrooms: Interior non-residential bathrooms will be ventilated with an exhaust ventilation system exhausting 50 cubic feet of air per minute for each water closet and urinal. Fans to be manufactured by Greenheck model EQB or equal.

4. Storage Locker Rooms: Locker rooms will be ventilated with exhaust ventilation capable of exhausting air at a rate of four air changes per hour. Fan to be as manufactured by Greenheck model BSQ 3/4HP- 1HP.

5. Public Corridors: Typical floor corridors will be provided with conditioning through heat pump unit and natural ventilation will be provided through operable windows.

6. Gas Meter Room: Gas meter room will be provided with natural ventilation to the outside.

7. Make–up air to all Residential Units for exhaust kitchen and toilet, will be provided by a packaged DX unit. Natural ventilation will be provided through operable windows as required by code.

8. All spaces are provided with required natural ventilation through operable windows or mechanical ventilation system are provided as required by NYC Mechanical Code.

O. Electrical System

1. Service from main service switchboard:

Electrical Service will be provided at the Cellar level and routed down into Sub-Cellar. At Sub-cellar it will run under slab across the floor to a rise point and terminate in main switchboard located in Switchboard Room on 7th floor. The switchboard will have several switches of various

sizes from 400 Amps to 4000 Amps. The Electrical Service will be rated at 120/20V, 3-phase, 4-wire and distributed to distribution panels and residential sub metering distribution system. The devices in main switchboard will be 3 pole QMQB type switches with current limiting fuses up to 800 amperes and bolted pressure type switches with current limiting fuses above 800 amperes.

2. Service to individual units:

   From residential computerized Quad Logic sub metering distribution system individual feeders are to run to each Residential Unit with feeders that vary in size as required by load and voltage drop.

3. Building main distribution center, the switchboard will be located on 7th floor in the Switchboard Room along with other distribution panel boards, transformers, etc. An additional distribution panel boards will be located on Cellar and roof levels.

4. Unit service, adequacy of electrical system to handle modern usage and appliances such as air conditioners, dishwashers and dryers:

   The equipment will be rated to comply with New York City Code and takes into account all equipment provided in Tower Units such as washing machines, clothes dryers, dishwashers, microwaves, etc.

5. Adequacy:

   Service - average number of circuits per apartment and capacity to handle modern appliances - specifically air conditioners, dishwashers and electric dryers. Capacity provided for each Tower Unit will be in accordance with code requirements in various sizes from 100 to 200 Ampere @ 120/208V, 1 Phase @ 3W. An average number of circuits per Tower Unit panel boards will be provided for an average total of 40 circuits; Penthouse units will be provided with two panels; service will be adequate for modern usage.

   Following is the main circuit breaker size that will be provided for each Tower Unit:

   1 Bedroom – 100 to 120 Amp

   2 Bedroom – 120 Amp

   Penthouse– 150 to 200 Amp

6. Supply power will have the following characteristics:

   a. 208 volts, three phase to all motors ½ horsepower and larger.

   b. 120 volts, single phase to all fluorescent (and other discharge type lamp) lighting fixtures.

   c. 120 volts, single phase to all general convenience receptacle outlets.

   d. 120 volts, single phase, 208 volts, single phase or 208 volts, three phase to specific use "solid connection" or receptacle outlets, as determined from the requirements of the appliance assigned to the outlets.

e. 480 volts, three phase to elevator and mechanical loads in Mechanical room on roof via step-up transformer(s).

7. Incorporate devices in each main switchboard as follows:

a. Main Units
3 pole, QMQB type switches with current limiting fuses up to 800 Amperes, and bolted pressure type switches with current limiting fuses above
800 amperes.

b. Feeder Units
3 pole, QMQB type switches with current limiting fuses up to 800 Amperes, and bolted pressure type switches with current limiting fuses above 800 amperes.

8. Incorporate devices in panel boards as follows:

a. 120/280 volt Lugs only in mains, 3 pole distribution "Q.M.Q.B." type switches with panels current limiting fuses in branches.

b. 120/280 volt Lugs only in mains, 3 pole "Q.M.Q.B." type power panels switches with time delay fuses in branches.

c. 208/120 volt Lugs only in mains, single pole and multi-lighting and pole standard molded case circuit breaker appliance panels in branches.

d. Apartment Compact molded case circuit breakers

9. Lighting and fixtures:

a. All lighting fixtures shall be in compliance with New York State Energy Code. Recessed type LED down light will be provided in the entry foyer, kitchen, interior hall and bathroom. Linear LED light fixture provided at the kitchen under cabinet. Surface mounted decorative mirror light fixture will be provided at the bathroom and powder room. Recessed LED light fixtures with remote transformer will be provided on the double height living room.

b. Lighting control system shall incorporate the following:

(i) Switched lighting fixtures will be provided in bathrooms, foyer and kitchen.

(ii) Switches at bedroom doors to control one half of one general convenience duplex receptacle in all bedrooms permitting the application of a door switched table or floor lamp and an un-switched item, such as a radio at the receptacle location. Residential only.

(iii) Dimmers and occupancy sensors will be provided for the control of selected lighting in occupied spaces (other than apartments).

(iv) All lighting controls shall comply as a minimum with New York State Energy Code.

10. Convenience outlets, appliance outlets:

Switched lighting fixtures will be provided in all rooms to meet NYC Electrical Code. Ground fault receptacles will be provided in all bathrooms and above kitchen counters. Waterproof devices are provided at Tower Section terraces where applicable. Appliance receptacles will be provided in kitchens and dining rooms. Convenience receptacles will be provided to meet the requirements of the NYC Electrical Code.

a. In addition to the receptacle outlets, required as part of the electrical power distribution system for specific items of power consuming equipment, a full complement of general convenience receptacles for cleaning appliances shall be located throughout the project.

b. General convenience receptacles on code prescribed spacing or at a minimum of 12 feet on center will be provided in each apartment unit.

c. All receptacles in residential units shall be tamper resistant and protected by arc fault interrupting circuit breakers.

d. All receptacles in public areas (corridors, lobbies, etc.) shall be tamper resistant. Exception: mechanical spaces, storage rooms.

e. Appliance circuitry receptacles in all kitchens and dining areas of the apartment units.

f. An individual circuit for refrigerator.

g. An individual appliance circuit for a microwave oven.

h. An individual appliance circuit for a dishwasher.

i. Each heat pump unit to be included as an apartment individual circuit.

j. Utility receptacle outlets for cleaning purposes and the like in public halls spaced no more than 50 feet apart.

k. Individual appliance outlet for each gas clothes dryer and each washing machine.

l. Each heat pump unit to be provided with a disconnect switch.

m. Radiant heating in Master Bathroom to be provided with disconnect switch.

n. In each apartment, emergency power to be provided for one (1) receptacle located near the kitchen.

o. Provisions for future motorized shades will be provided in each apartment.

11. Wiring methods to be as follows:

a. Electric metallic tubing with pulled in thermoplastic wires and cables as the wiring method throughout, except I.M.C. where subject to the mechanical damage, and armored cables as noted below.

b. Concealment of circuitry in suspended ceilings.

c. Copper conductors in wire throughout.

d. Armored cable ("BX") for lighting and appliance branch circuitry installed in accessible ceiling.

e. Electricity will be supplied to lighting and appliance loads, special equipment and miscellaneous loads by means of conduit and cable feeders.

f. All wires shall be copper stranded conductors #12 A.W.G. minimum.

g. Armored cable (BX) for lighting and appliance branch circuitry run in the voids of drywall partitions or in hung ceilings.

12. Emergency power:

Provide 350 KW gas fired emergency generator with outdoor walk-in enclosure to provide emergency power for lighting in paths of egress and optional load selected by the owner. Emergency generator shall be tested for operation once a month and will be test with all life safety system once a year.

13. Variable frequency drives:

Variable frequency drives with noise reduction filters; by-pass capability, etc. shall be provided for the following systems:

a. Closed condenser water pumping system

b. Hot water heating pumps

c. Cooling Towers

d. Apartment Make Up Air System

e. Stair Exhaust System

f. Exhaust Fans 3 HP & Larger

14. Fire Alarm Signaling Devices- Residential:

The fire alarm signaling system for this project will be provided so as to conform to all applicable codes. This system will include the following:

a. Addressable type smoke detectors will be provided in electrical room, electric, telephone closets and mechanical rooms (over 75 square feet), and elevator lobbies.

b. Sprinkler and standpipe alarm systems.

c. Automatic control (stopping) of air handling systems in response to signal from the fire protective alarm system. (Systems over 2000 CFM). Fan shut down system.

d. Each apartment unit shall be provided with approved combined smoke/carbon monoxide detectors located in the vicinity of each bedroom, and within each bedroom and shall be wired to a 120 volt power supply (to be self-contained with its own sounding device).

e. An evacuation system shall be provided with one-way speakers in each dwelling unit and on every other floor in each stairwell.

15. Apartment Intercom (For each residential unit):

a. Intercom system from each apartment will be through the telephone system.

16. Lightning Protection System:

a. The building shall be equipped with an Underwriters Master Labeled Lightning Protection System.

17. Aircraft Obstruction Lighting System:

a. The building shall be equipped with one complete aircraft obstruction lighting system installation with photoelectric controller and with flashing beacon lights as required by FAA office having jurisdiction.

P. ***Intercommunication and/ or door signal systems, security closed circuit TV, telephone, internet and cable television services***

All information, communications and entertainment providers will deliver their respective infrastructure into an Incoming Services Room which will contain the Main Distribution Frame (MDF) located in the cellar level of the building. The Incoming Services Room will connect to the Residential telecommunications room (IDF) on the allocated floors. The Incoming Services Room and Residential Demarcation room will contain any carrier equipment that will be required to provide voice, cable TV, and/or Internet access. DSS (Digital Satellite Service) antennae will be provisioned on the roof, and connectivity to the designated top IDF room will be provided.

Riser conduits will be provided from the Incoming Services Room to each core Telecommunications Room. Each service provider will be able to use the building telecom riser conduits to run riser cabling as necessary to enable a complete and operational telecommunications system.

Each Residential Unit in the building will receive (1) 2" dedicated conduit from the building core. Telecommunications Room for delivery of voice, data, and/or television services to the respective apartment. This conduit will terminate in the Apartment Distribution Enclosure (DE) and Network Interface Device (NID) enclosures located inside each unit. From the DE, the cabling infrastructure will be distributed to each multimedia outlet within the unit using a star topology. Each multimedia outlet will consist of the following cabling:

One CAT-6 4-pair UTP cable,

One RG-6U quad-shield coaxial cable
Or
One RG-6U quad-shield coaxial cable

a. Internet Access: All Residential Units throughout the building will be able to acquire internet access.

b. Each Residential Unit owner that subscribes will pay all charges for internet access services, including subscription charges directly to the provider.

c. In each Residential Unit, multimedia outlets (voice/data/video) will be provided in the living room, kitchen, in each bedroom, and in master baths.

d. All Residential Units throughout the building will be able to acquire Cable or DSS television services.

e. Each Residential Unit owner that subscribes will pay all charges for Cable/DSS television services, including subscription charges directly to the provider.

The (voice/data/video) charges with respect to the public areas of the building (such as the concierge's desk, amenities spaces, maintenance offices, etc.) will be borne by all Unit Owners as a Common Expense.

1. Audio/Visual:

   a. 5th and 6th floor Residential Amenities:
   Background music
   Video display system
   Media delivery system
   Exerciser equipment CATV/media integration
   AV centralized/local control system

2. Home Automation:

   a. Typical residential units will be provided with wiring infrastructure only for home automation systems. Each Residential Unit owner will be able to set up a home automation system. All charges of home automation systems will be paid by each Unit owner directly to home automation vendors.

   b. Penthouse duplex and triplex units will be provided with full home automation system to control: lighting, HVAC, Shades, Security, and AV (optional).

3. Access Control/Alarm Monitoring (ACAM) system:

   a. There will be (2) ACAM systems:

   Residential ACAM and Back Of House (BOH) ACAM.BOH ACAM system will include hard wired card readers, electric locks and Door Position Switches (DPS) installed to selected BOH areas, building entrances, stair doors and elevators. The status of BOH ACAM will monitored from concierge desk. The system will be administered from

building manager office. The elevator card reader will control access to each floor. Residential ACAM will include Wi-Fi or PoE electronic lock with integral Door Position Switch. The status of Residential ACAM will monitored from concierge desk. The system will be administered from building manager office. The concierge will be able to monitor the status of the apartment door ("open/closed").The residents will be supplied with card or key fobs that will be compatible with both BOH and residential ACAM.

b. Intercom:

The voice/video intercom system will be provided on the main entry door for voice/video communication with concierge after hours. There will be voice full duplex communication between the Residential Units and the concierge desk.

4. Closed Circuit Television (CCTV):

A CCTV system servicing the building will consist of indoor cameras, outdoor cameras, elevator cameras, and NVR recorder. The cameras will be installed throughout the building in selected critical areas. PC's workstation with monitors will be located in the Tower Section lobby for use by the concierge.

Q. Public Area Lighting

Adequate lighting is provided in all public areas. Public area lighting will be a combination of both fluorescent, incandescent, halogen and LED types. Emergency lighting is provided in stairs and public corridors.

R. Garages and Parking

None

S. Swimming Pool

None

T. Tennis Courts, Playgrounds and Recreation Facilities

1. Tennis Courts: None

2. Playgrounds: None

3. Other Recreation Facilities:

a. Residential Amenity Floor:

Amenity facilities for Residential Units will be located on the 5th and 6th floor. The operation cost of the amenity spaces will be included in the residential common charges.

(i) Residents Lounge: Located on the 5th floor, the facility will include private dining room with pantry.

(ii) Outdoor Terrace: Two (2) outdoor terrace will be provided approximately 34"-0" x 17'-6" is provided on the 5th floor adjacent to the Residents Lounge, approximately 18'-8" x 5'-0" provided adjacent to treatment room.

(iii) Fitness Center: Located on the 6th floor, exercise equipment will include; treadmill, stand recline, elliptical, kinesis station and free weights (Sponsor reserve the rights to substitute equipment).

U. *Permits and Certificates*

All necessary permits will be obtained prior to construction and all inspections required by NYC Building Code will be completed prior to obtaining a Certificate of Occupancy.

V. *Violations*

None.

W. *Unit Information*

There will be 29 Residential Units in the building starting on the 8th floor and ending on the PH floor.

Floor	Units	Unit Description Number of BR & Bath				Remarks
		4BR +Library 4.5 B	3BR 3.5 B	2BR 2.5 B	1BR 1.5 B	
8th-12th, 15th- 19th				♦		
20th, 22nd, 24th, 26th 28th & 30th				♦		Double height ceiling at living room
21st, 23rd, 25th, 27th, 29th & 31st					♦	
32nd- 35th				♦		
DU1(Duplex) 36th & 37th DU2(Duplex) 38th & 39th	DU1 DU2		♦			Double height ceiling at living room Gas fire place at living room
PH (Triplex) (40th/41st/ 42nd)	PH	♦				High ceiling @ living/dining/kitchen area Gas fire place at living room, library and master bedroom

1. Finish Schedule: Typical Residential Unit:

Spaces	Floor	Walls	Base	Ceiling	Remarks
Foyer	WD	P	P	P	
Living/Dining, Library	WD	P	P	P	
Bedrooms	WD	P	P	P	
Kitchen	WD	P	P	P	
Master bath	ST	ST, WV, GL	ST	P	
Secondary bath	ST	ST	ST	P	
Powder room	ST	ST,WV	P	P	
W/D Closet	CT	P	CT	P	

2. Bathroom Fixtures: Typical Residential Unit:

Master Bath	Description	Model #	Remarks
	Lavatory		Customized
	Tub	Duravit Starck 3	2BR Unit
		Agape Spoon XL (Freestanding)	Duplex & PH Unit
		Agape Normal (Freestanding)	1BR Unit
	Water Closet (Wall-hung)	Duravit Starck with Sensowash	
	Water Closet	Toto Neocrest	Duplex & PH Unit
	Lavatory Trim	Dornbracht Symetrics	
	Tub Trim	Dornbracht Symetrics	2BR Unit
		Dornbracht Lulu	1BR, Duplex & PH Unit
	Shower Trim	Dornbracht Symetrics	
Secondary Bath	Lavatory		Customized
	Water Closet (Wall-hung)	Duravit Starck with Soft close seat	
	Lavatory Trim	Dornbracht Symetrics	
	Shower Trim	Dornbracht Symetrics	

Rooms	Water Closet (Wall-hung)	Duravit Starck with Soft close seat	
	Lavatory Trim	Duravit Symetrics	
Kitchen	Kitchen Sink	Franke	
	Sink Trim	Dornbracht Lot	
	Garbage Disposal	Franke	

3. Kitchen and Laundry Appliances: Typical Residential Unit:

1 – Bedroom Unit

Kitchen Appliances	Size	MFG.	Model #
Cook top	15" Gas Hob	Gaggenau	VG 424 210CA
	15" Induction Hob	Gaggenau	VI 424 610
Vent hood	36"	Gaggenau	AH 900 791
Oven	30"	Gaggenau	BO 480 610
Microwave/Combi Oven	30"	Gaggenau	BM 484 710
Fridge-Freezer	30"	Gaggenau	RB 472 701
Wine Cooler	24"	Gaggenau	RF 404 760
Dishwasher	24"	Gaggenau	DF 261 761
Washer	27"	LG	WM4070HWA
Dryer	27"	LG	DLEX4070W

2 – Bedroom Unit

Kitchen Appliances	Size	MFG.	Model #
Cook top	15" Gas Hob	Gaggenau	VG 424 210CA
	15" Induction Hob	Gaggenau	VI 424 610
	15" Electric Grill	Gaggenau	VR 414 610
Vent hood	48"	Gaggenau	AW 400 720
Oven	30"	Gaggenau	BO 481 610
Microwave/Combi Oven	30"	Gaggenau	BM 484 710
Fridge-Freezer	36"	Gaggenau	RB 492 701
Wine Cooler	24"	Gaggenau	RF 404 760
Dishwasher	24"	Gaggenau	DF 261 761
Washer	27"	LG	WM4070HWA
Dryer	27"	LG	DLEX4070W

Duplex & PH Unit

Kitchen Appliances	Size	MFG.	Model #
Cook top	15" Gas Hob	Gaggenau	VG 424 210CA
	15" Induction Hob	Gaggenau	VI 424 610
	15" Electric Grill	Gaggenau	VR 414 610
	15" Gas Wok	Gaggenau	VG 414 210CA

Vent hood	36"	Gaggenau	AL 400 790
Oven	30"	Gaggenau	BO 481 610
Microwave/Combi Oven	24"	Gaggenau	BM 450 110
Coffee Machine	24"	Gaggenau	CM 210 710
Refrigerator	24"	Gaggenau	RC 462 701
Freezer	24"	Gaggenau	RF 461 701
Wine Coolers	24"	Gaggenau	RW 464 761
Dishwasher	24"	Gaggenau	DF 261 761
Combi-Steam Oven	24"	Gaggenau	BS 470 610
Washer	29"	LG	WM8000HVA
Dryer	29"	LG	DLEX8000V

4. Unit information notes:

a. Kitchen cabinets including cabinet hardware will be manufactured by Studio Becker or approved equal. Kitchen counter top will be natural stone.

b. All plumbing fixtures shall comply with the Building Code requirement including the shower head flow rate.

c. Wood flooring:

(i) Wood flooring in Residential Unit shall be ½" thick minimum with two (2) layer of plywood sub-floor or equal, resilient underlayment will be installed under the subfloor to reduce transmission to the unit below.

(ii) Water on wood flooring will cause cupping, swelling and subsequent gapping. Proper humidity within the apartment unit must be maintained by unit owner.

X. Finish Schedule of Spaces Other than Units

1. Typical Floors: 8th thru PH floors

Spaces	Floor	Walls	Base	Ceiling	Remarks
Typical Elevator Lobby	WD	WC, WV	-	P	
Stairs	CONC	P	-	P	
Refuse Closet	CT	CT/P	CT	P	

2. Ground Floor:

Spaces	Floor	Walls	Base	Ceiling	Remarks
Entry Vestibule	ST	ST, MT	P	MT	
Residential Main Lobby	ST	WV, ST, MT	-	MT	

Elevator Lobby	ST	WV, MT	-	WV	
Egress Stair	P	P	P	P	

3. Auxiliary Spaces:

Spaces	Floor	Walls	Base	Ceiling	Remarks
Resident Lounge	ST	WV, P	P	P	
Private Dining	ST	WV, P	P	P	
Storage	CT	P	P	P	
Elevator Lobby	ST	WV, MT	P	P	
Gym	V	GL, WV, P	P	P	
Private Training Room	V	GL, WV	P	P	
Treatment Room	ST	WV, ST	P	P	
Powder Room	ST	WV	-	P	

Legend / Abbreviation of Finishes:

AT	Acoustical Tile
CPT	Carpet
CONC	Concrete
CT	Ceramic Tile
DP	Deck Paint
GL	Glass
LM	Laminate
MT	Metal
P	Paint
PT	Porcelain Tile
ST	Stone Tile
V	Vinyl
VCT	Vinyl Composite Tile
WC	Wall Covering
WD	Wood
W/D	Washer/Dryer
WV	Wood Veneer

Substitution:

Where materials, appliances, equipment, fixtures and other construction and design details are specified in this report, Sponsor has the right to substitute in their place similar materials, appliances, equipment and/or fixtures of substantially equal or better quality and may utilize different materials, appliances, equipment and/or fixtures in Sponsor's sale's office or model apartments.

Y. *Safety and Warning Devices*

1. Automatic Smoke Detection within Residential Units:

   a. Each apartment unit shall be provided with an approved combination smoke/carbon monoxide detector located inside and outside of each bedroom. The detectors shall be wired to a 120 volt power supply and be self-contained with its own sounding device.

   b. Each apartment unit shall be provided with approved one way voice communication.

2. Apartment Intercom for Each Residential Unit:

   a. Intercom system for each apartment will be through the telephone system.

Z. *Additional Information*

1. Floor to Ceiling Heights of Residential Units:
   Each unit will be measured vertically from the top of concrete slab to the underside of slab above. The clearance from concrete to concrete in the Residential Unit will be approximately 10'-6" at floors 8th thru 12th, 15th thru 31st, approximately 11'-0" at floors 32nd thru 41st, 17'-2" at living room, dining room and kitchen area and 11'-2" at library, power door, power room and stair hall of 42nd floor.

   Foyer, interior hallways, kitchen, bathroom, powder room, closets and other areas within the Residential Unit will have hung ceiling to accommodate mechanical, plumbing, sprinkler and electrical offsets and structural beam or drop slab or otherwise to respond to field conditions. Certain areas at living room and dining area may have soffits to accommodate mechanical, plumbing, sprinkler and electrical offsets. Sponsor reserve the right to make changes due to unforeseen conditions in accordance to the offering plans.

2. Approximate Total Area of each Residential Unit: Each Residential Unit consists of the area measured horizontally from the exterior side of the exterior walls to the interior partition side of the elevator, stairs and refuse flue. The area of the elevator lobby, refuse closet, exterior wall of the elevator and the area of each designated storage bin are included in the approximate total floor area. The total square footage exceed the usable floor area and includes structural column, shear wall, mechanical pipes shaft, shaft ways, chase ways, conduits and other common elements.

3. Room dimensions of Residential Unit:

   The interior dimensions indicated on the floor plans of living room, dining and bedroom are approximate and are measured horizontally from the interior face of the wall to the opposite wall or to the interior face of the glass.

All dimension are approximate and subject to normal construction variances and tolerance. Dimension are overall dimension with in a room or space, subtracting cut outs.

4. Approximate Total Area of each Retail Unit: Retail Unit consists of the area measured horizontally from the exterior side of the exterior walls to the midpoint of the interior partition separating the Retail Unit. The total square footage exceed the usable floor area and includes structural column, shear wall, mechanical pipes shaft, shaft ways, chase ways, conduits and other common elements.

5. The following documents (where application) shall be transmitted to the condominium management upon transfer of control:

   a. Final architectural, structural, mechanical, electrical plumbing and sprinkler drawings and shop drawings.

   b. Operation and maintenance manuals for mechanical equipment.

   c. Electronic system manual.

   d. Equipment warranties.

   e. Roof warranties

   f. Major equipment start-up sheets

   g. Test and report for HVAC system.

The foregoing constitutes a true, correct and complete Description of Property prepared by our firm for 118 East 59th Street.

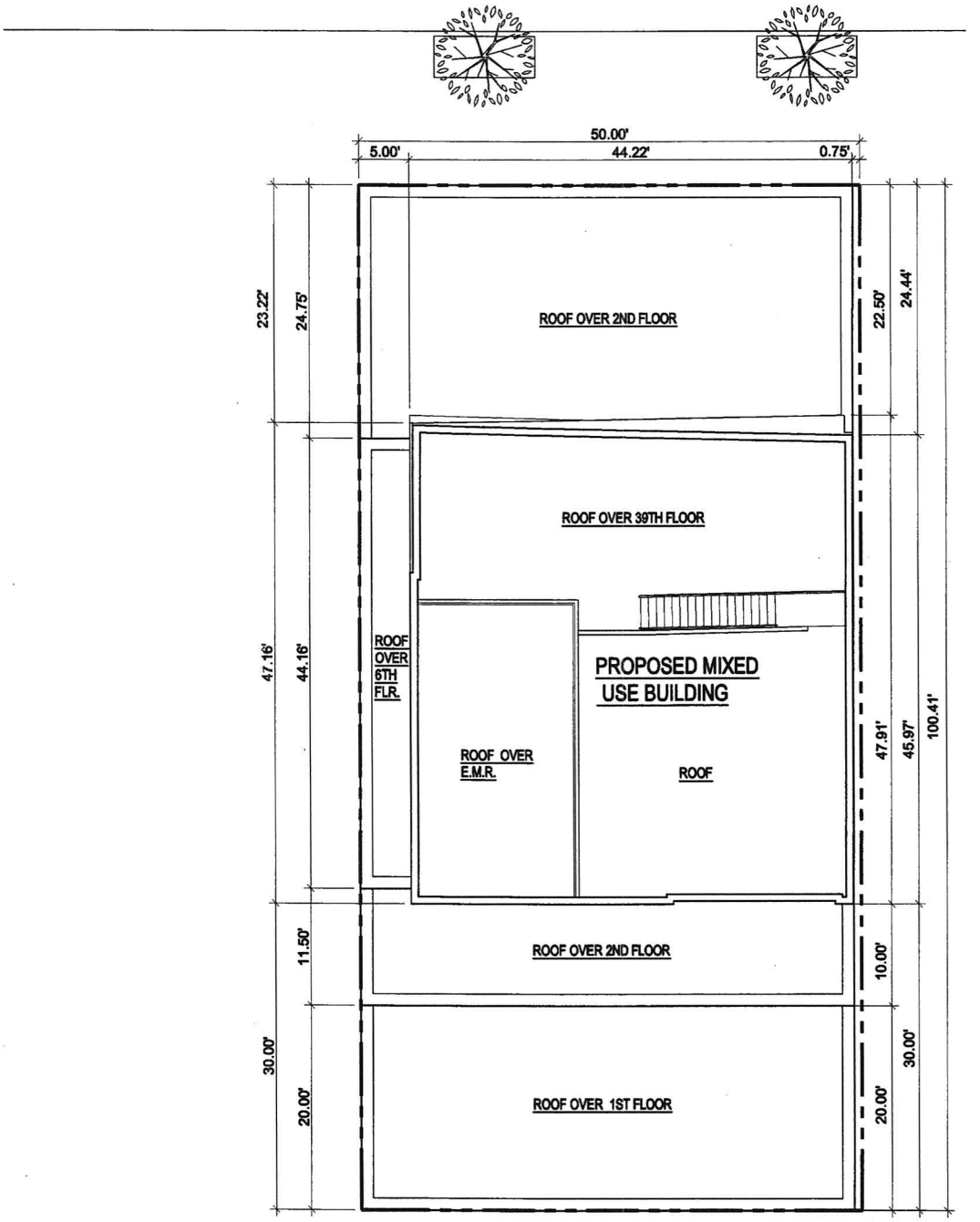
By: _____
James Davidson, AIA
Partner
SLCE *Architects*

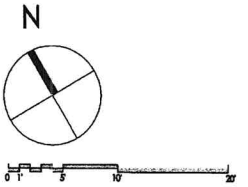
REGISTERED ARCHITECT
JAMES S. DAVIDSON
NO. 014019-1
STATE OF NEW YORK

Exhibit "E"

Floor Plans

EAST 59TH STREET

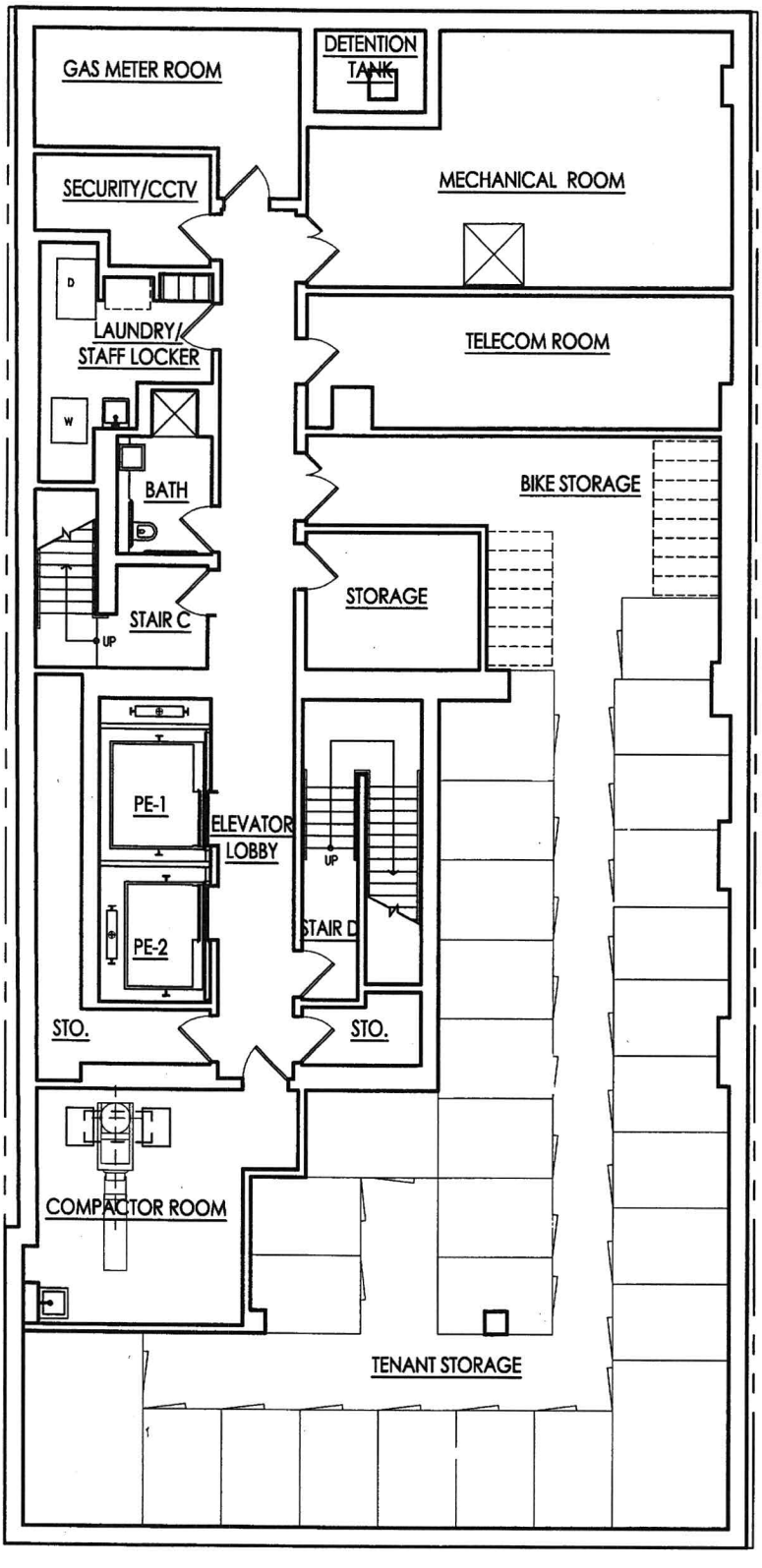




118 EAST 59TH STREET

SITE PLAN

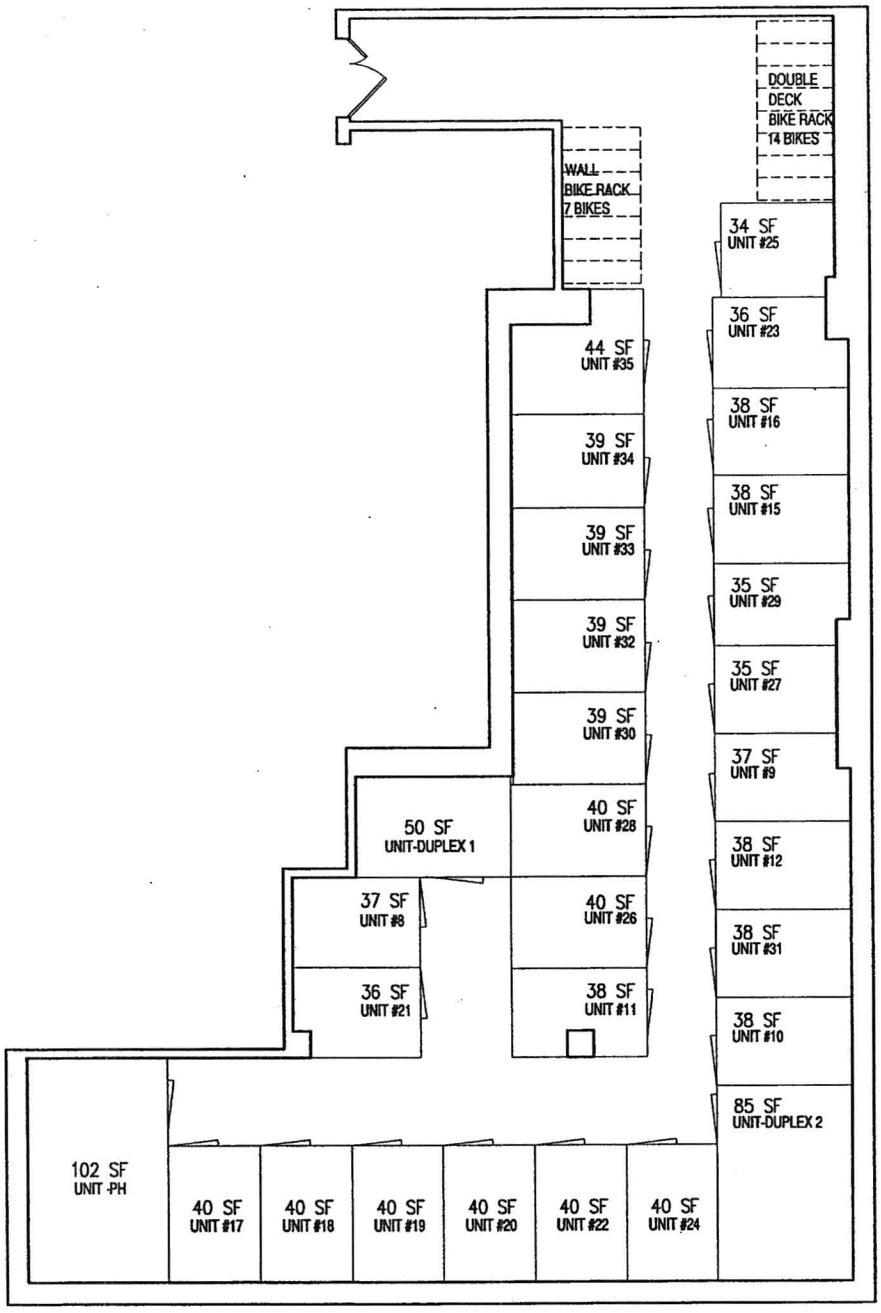
All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area and includes columns, mechanical pipes shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the terms of the Offering Plan. Plans and dimensions may contain minor variations from floor to floor.



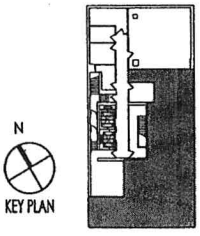
118 EAST 59TH STREET

Floor: Sub-Cellar

All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area and includes columns, mechanical pipes shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the terms of the Offering Plan. Plans and dimensions may contain minor variations from floor to floor.





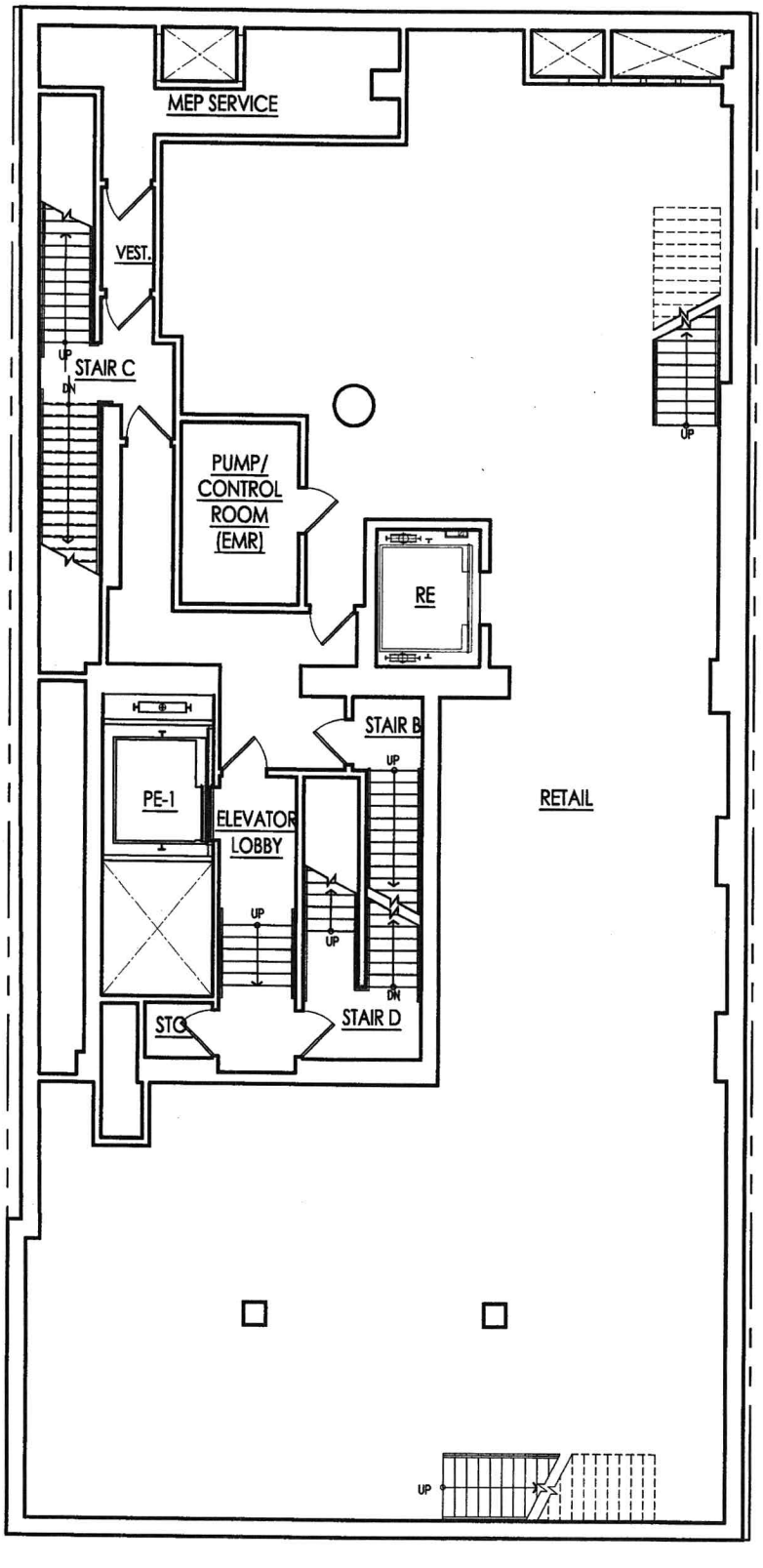


118 EAST 59TH STREET

TENANT STORAGE & BIKE STORAGE

Floor: Sub-Cellar

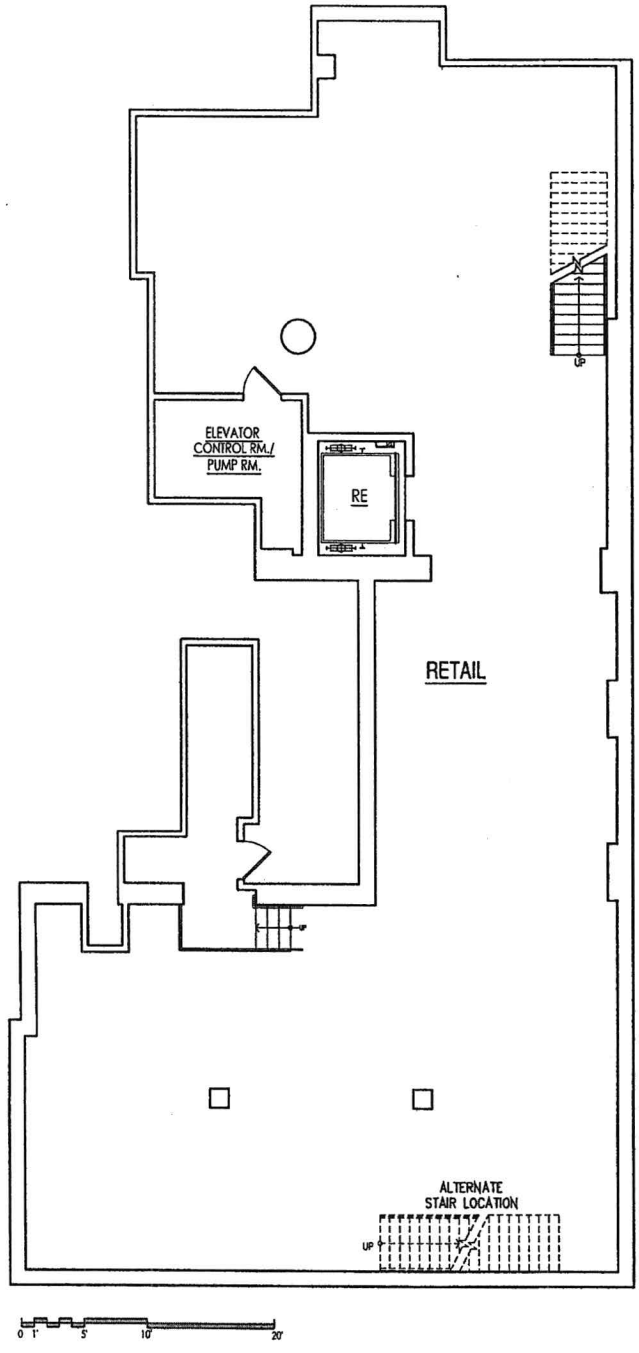
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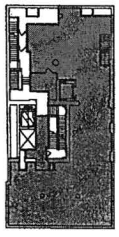


118 EAST 59TH STREET

Floor: Cellar

All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area and includes columns, mechanical pipes shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the terms of the Offering Plan. Plans and dimensions may contain minor variations from floor to floor.





N

KEY PLAN

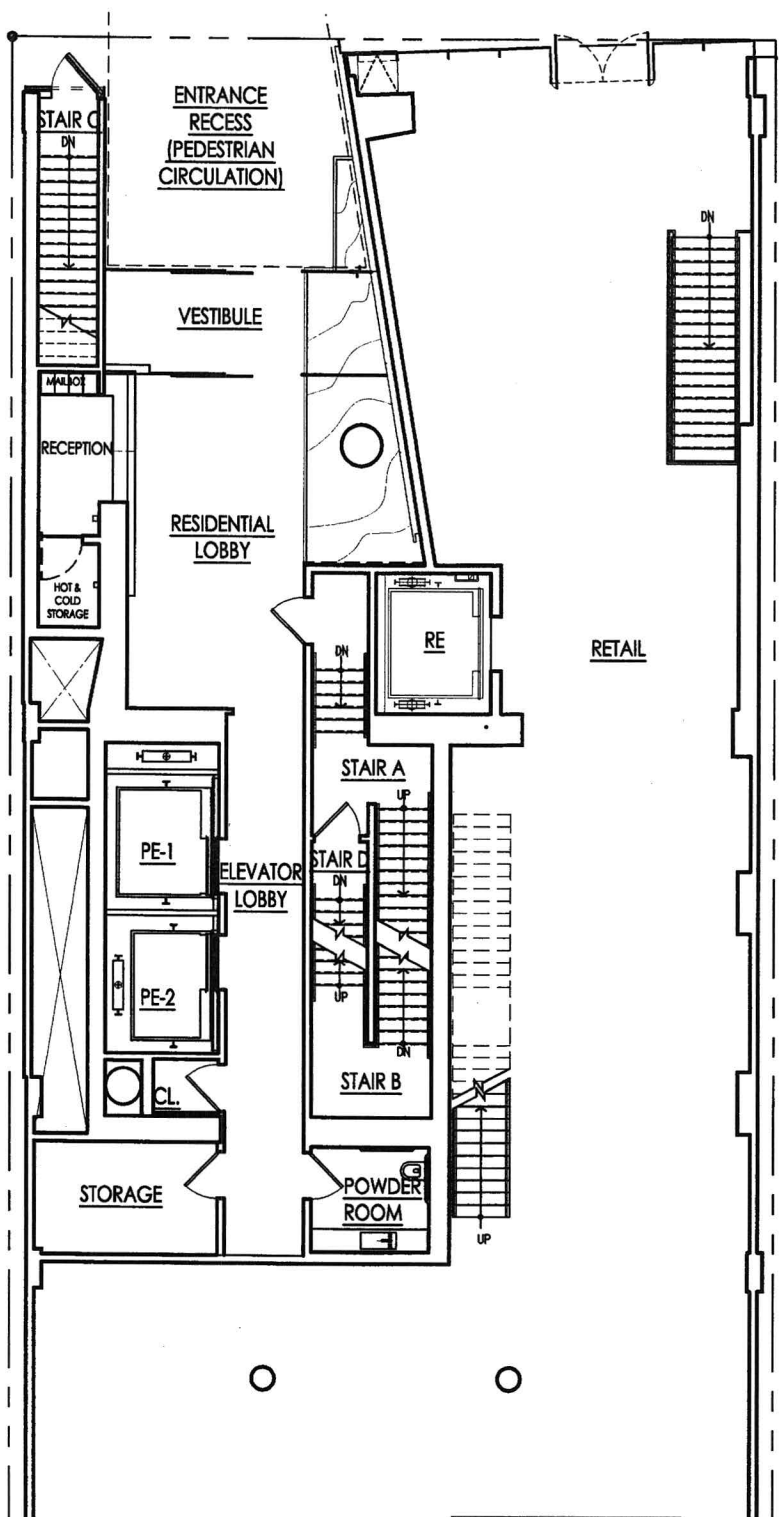
118 EAST 59TH STREET

RETAIL

Area: Approx. 3,479 SF (323.21 m²)

Floor: Cellar

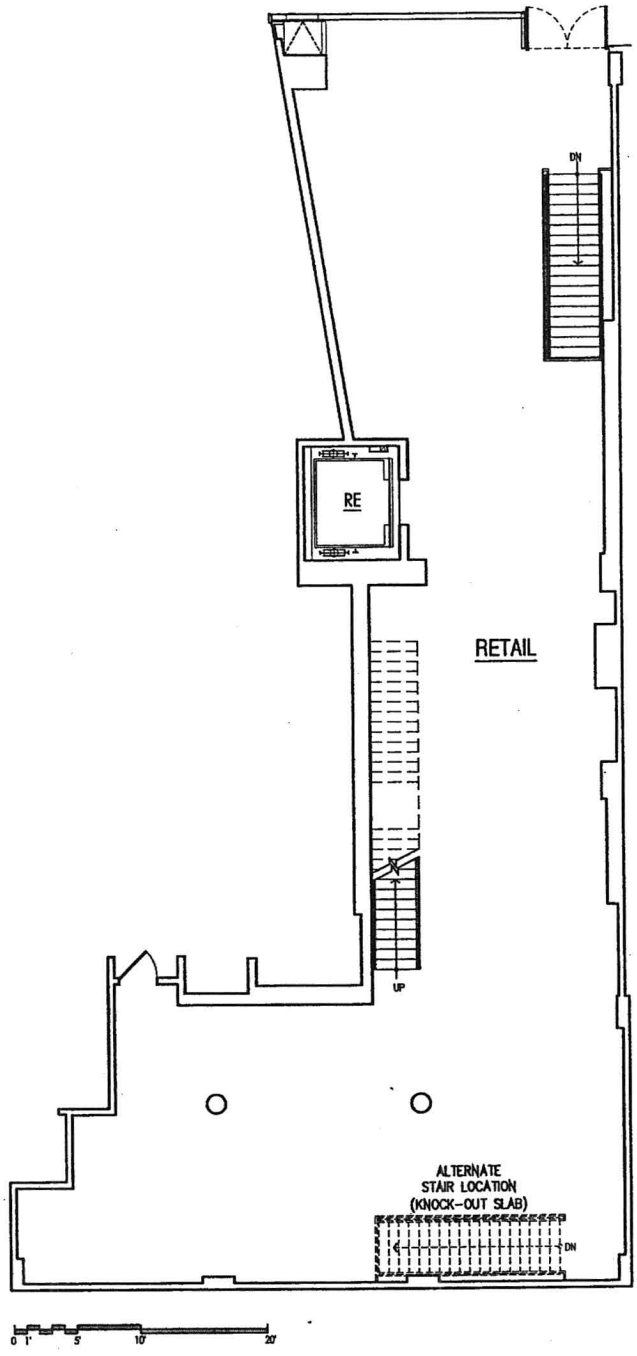
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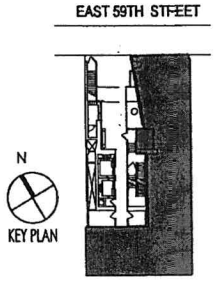


118 EAST 59TH STREET

Floor: Ground

All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area and includes columns, mechanical pipes shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the terms of the Offering Plan. Plans and dimensions may contain minor variations from floor to floor.





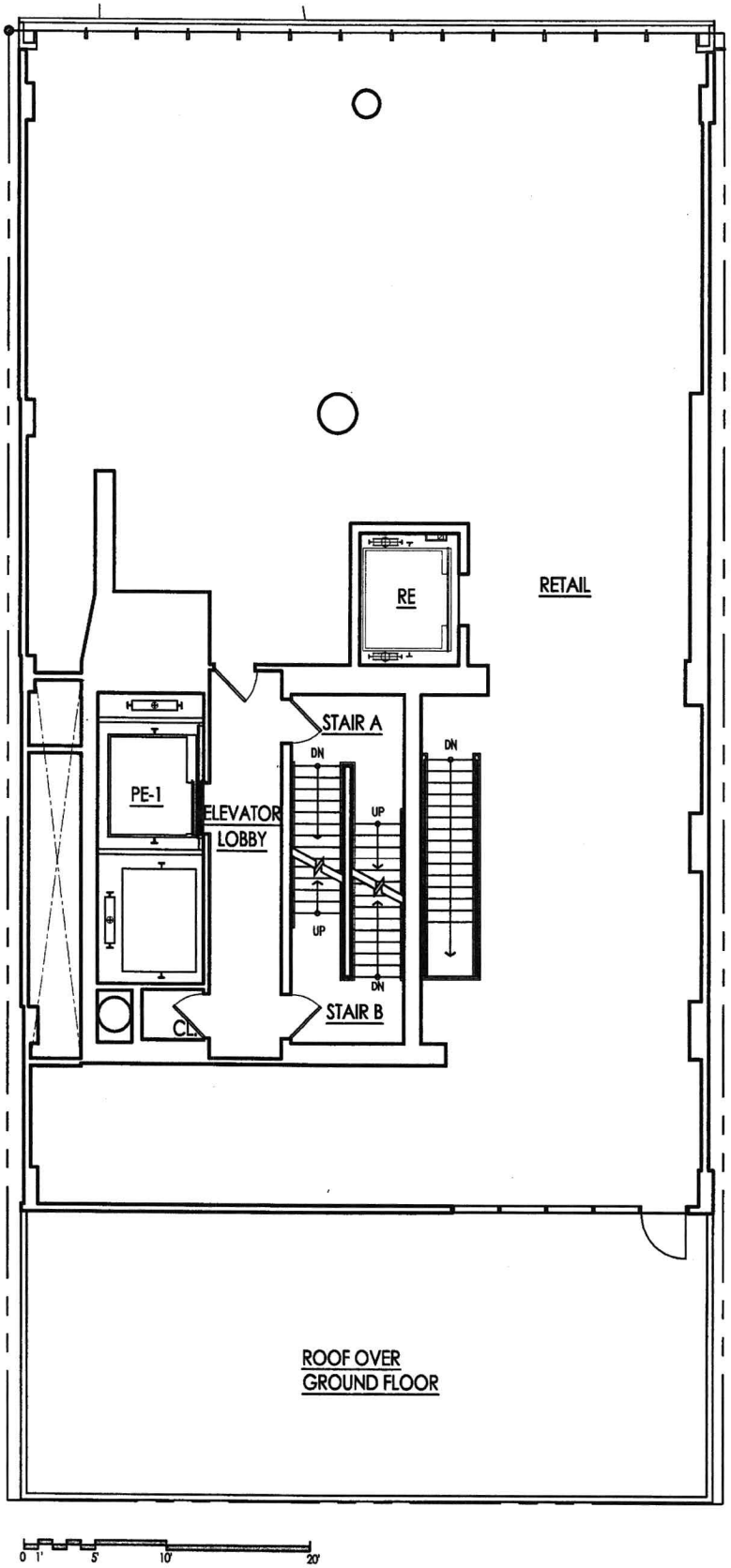
118 EAST 59TH STREET

RETAIL

Area: Approx. 2,650 SF (246.20 m²)

Floor: Ground Floor

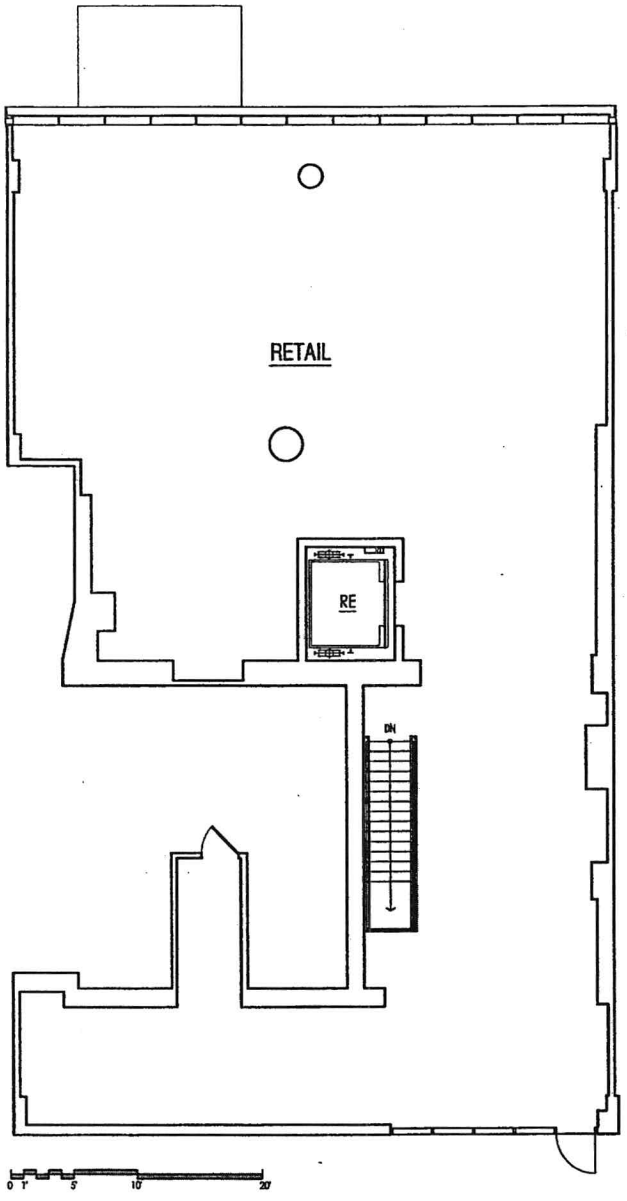
All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area and includes columns, mechanical pipes shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the terms of the Offering Plan. Plans and dimensions may contain minor variations from floor to floor.

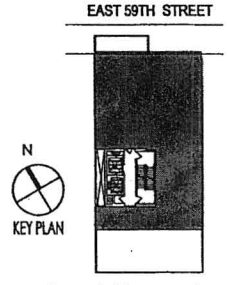


118 EAST 59TH STREET

Floor: Second

All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area and includes columns, mechanical pipes shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the terms of the Offering Plan. Plans and dimensions may contain minor variations from floor to floor.





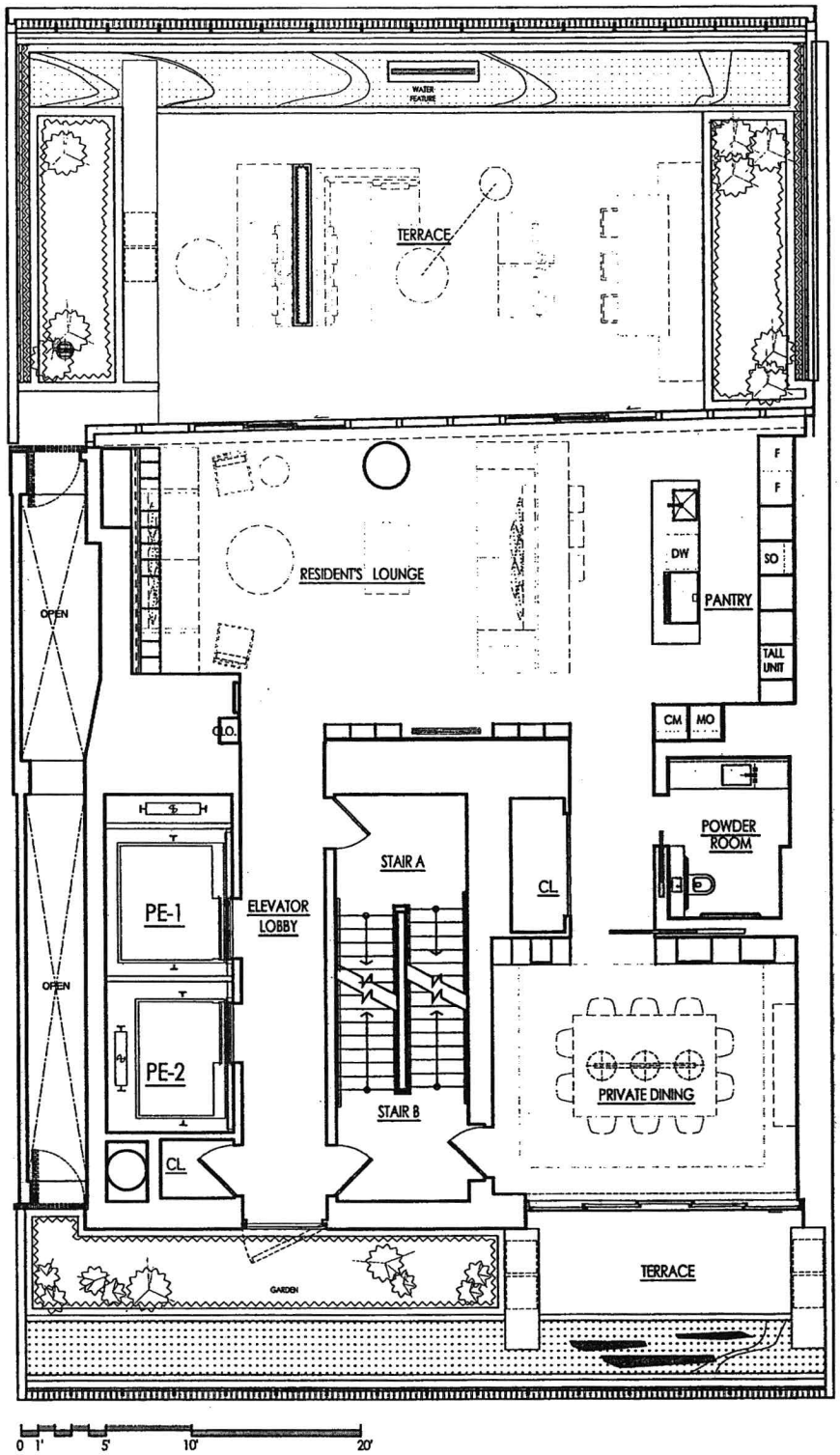
118 EAST 59TH STREET

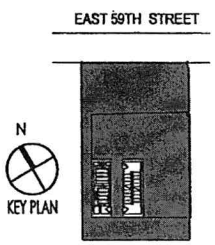
RETAIL

Area: Approx. 3,042 SF (282.61 m²)

Floor: 2nd Floor

All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area and includes columns, mechanical pipes shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the terms of the Offering Plan. Plans and dimensions may contain minor variations from floor to floor.





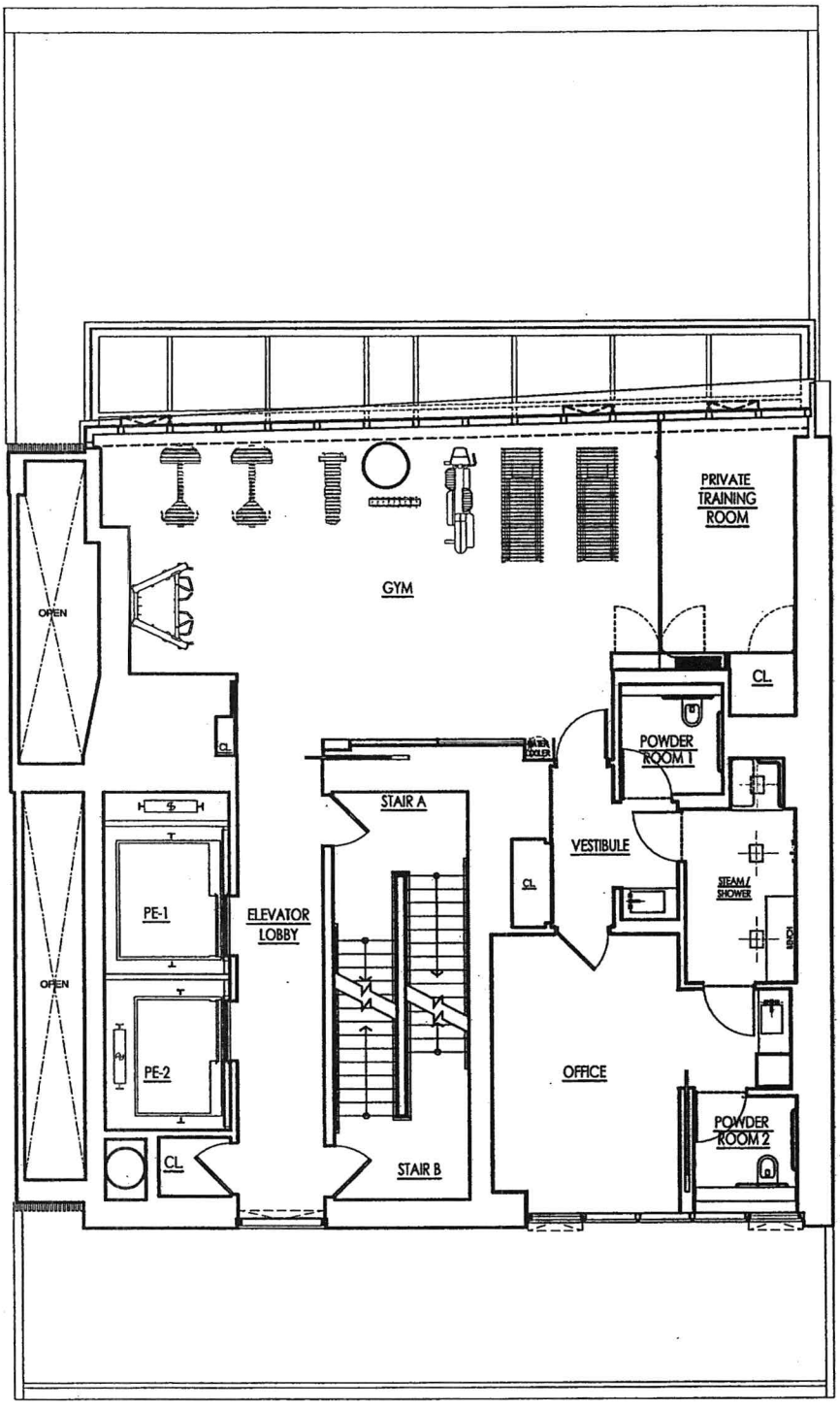
118 EAST 59TH STREET

RESIDENTIAL AMENITY

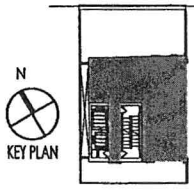
Area: Approx.2,273 SF (211.17 m²)

Floor: 5TH

All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area and includes columns, mechanical pipes shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the terms of the Offering Plan. Plans and dimensions may contain minor variations from floor to floor.



EAST 59TH STREET



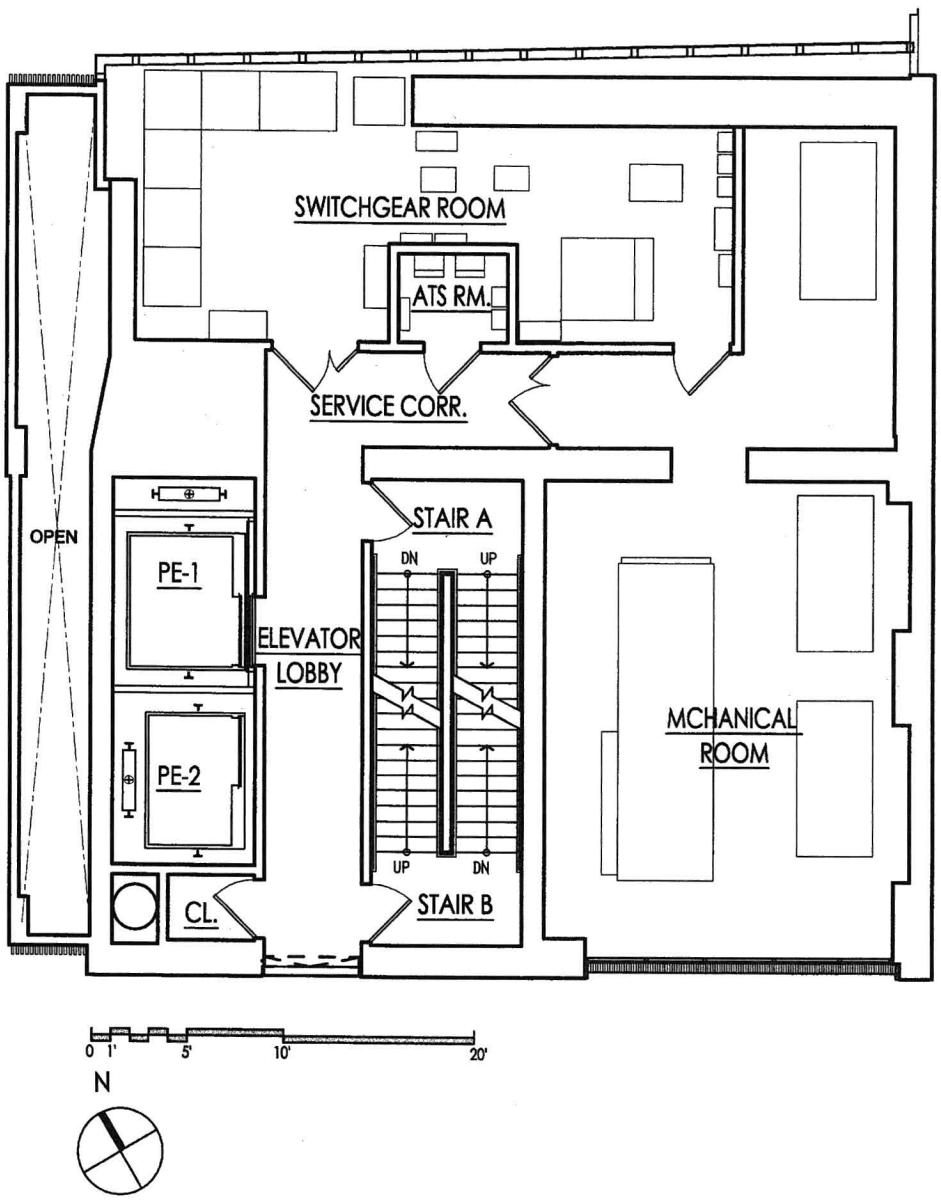
118 EAST 59TH STREET

RESIDENTIAL AMENITY

Area: Approx. 2,703 SF (192.59 m²)

Floor: 6TH

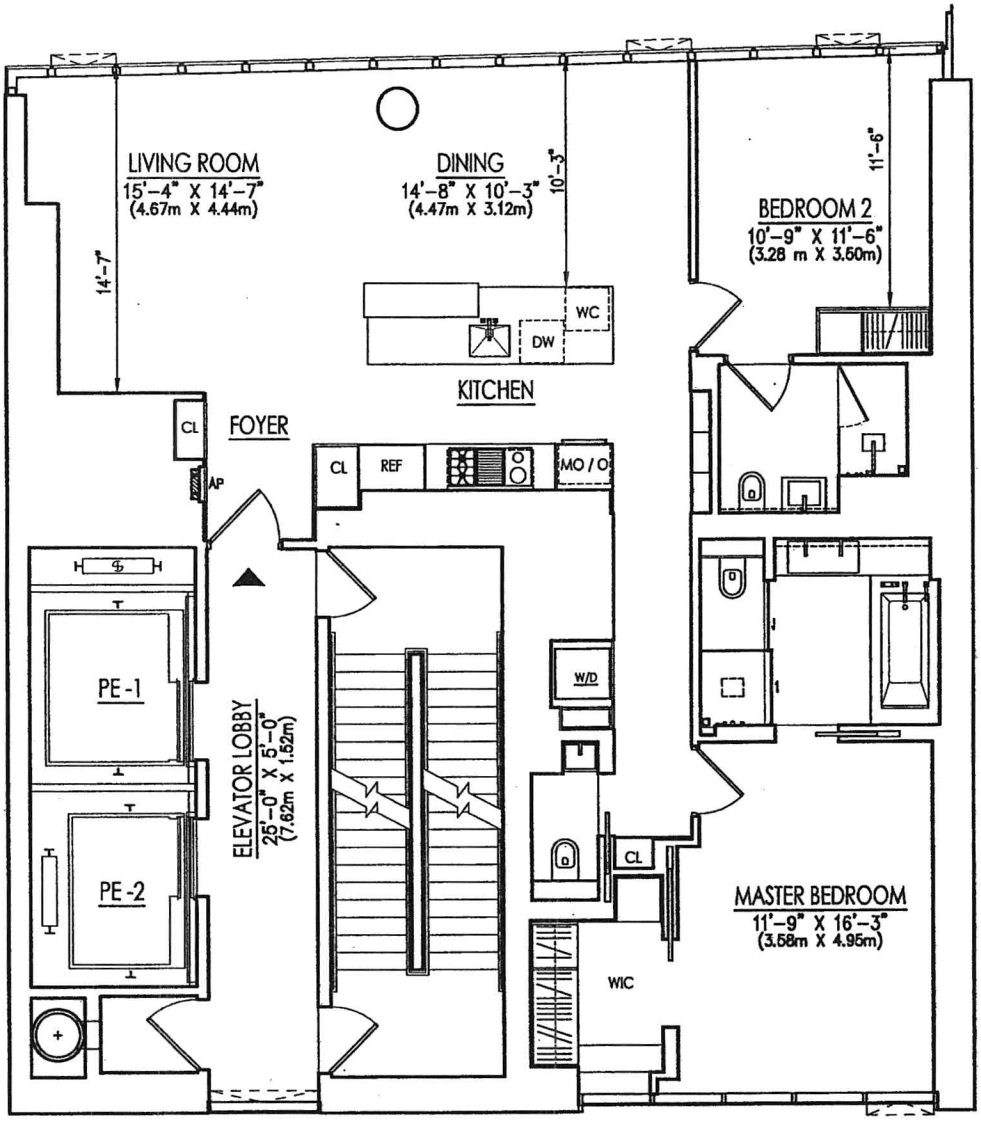
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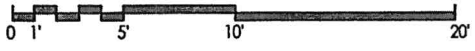


118 EAST 59TH STREET

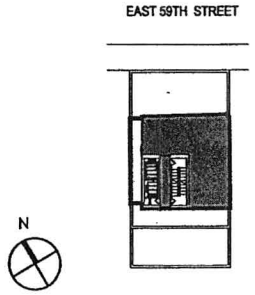
Floor: 7th

All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area and includes columns, mechanical pipes shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the terms of the Offering Plan. Plans and dimensions may contain minor variations from floor to floor.





118 EAST 59TH STREET

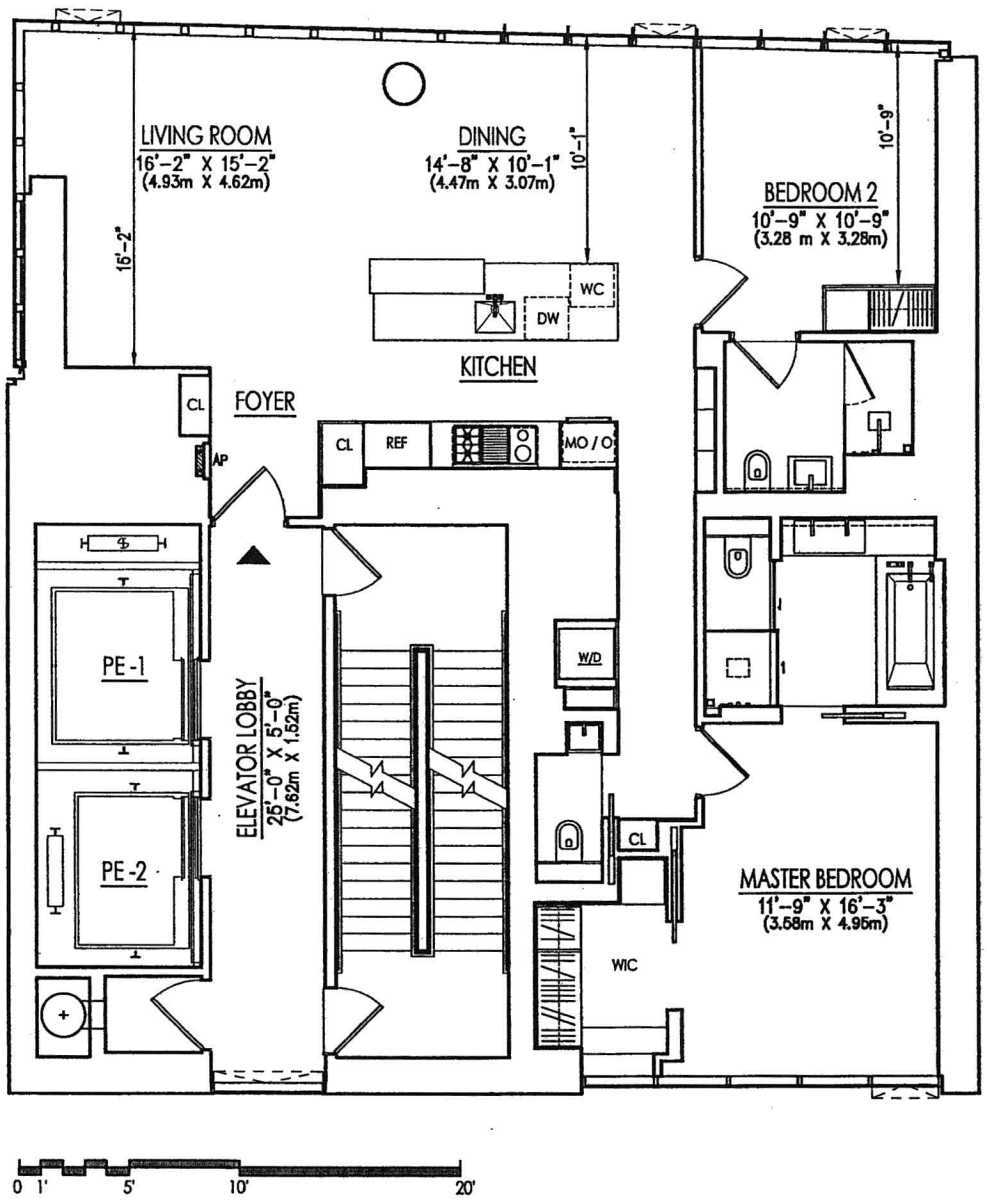


KEY PLAN

Residence 8 & 9

Area: Approx. 1,731 SF + 37 SF (Unit tenant storage)
= 1,768 SF (164.25 m²)
Floors: 8TH and 9TH
2 Bedrooms
2 Baths
1 Powder Room

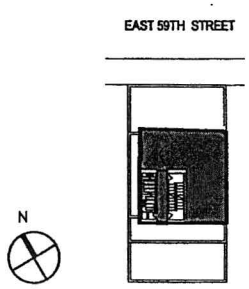
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118 EAST 59TH STREET

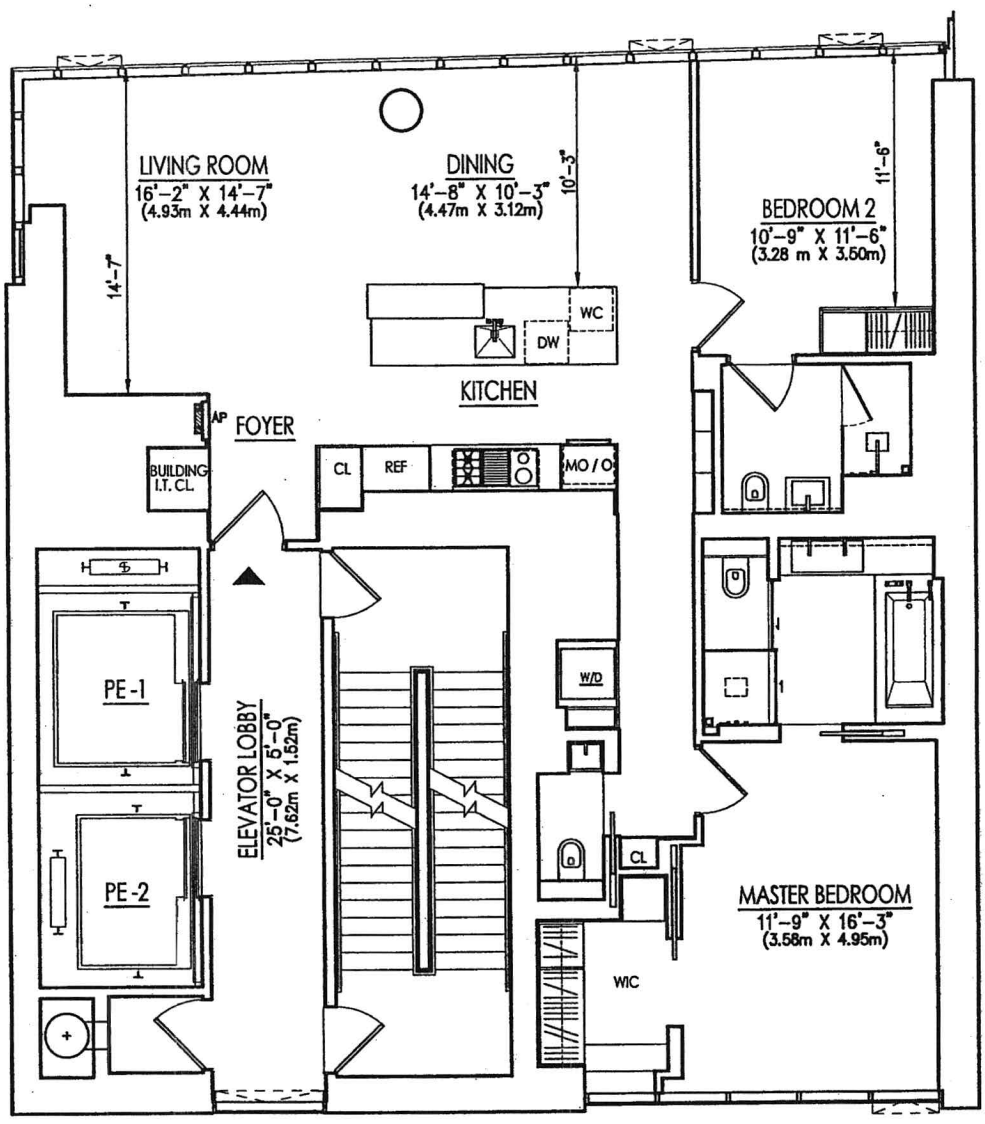
Residence 10, 11, 12 & 15

Area: Approx. 1,729 SF + 38 SF (Unit tenant storage)
= 1,767 SF (164.16 m²)
Floors: 10TH thru 12TH and 15TH
2 Bedrooms
2 Baths
1 Powder Room

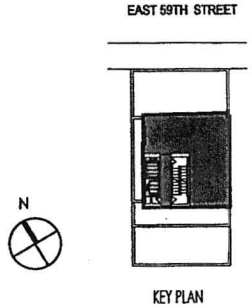


KEY PLAN

All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area and includes columns, mechanical pipes shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the terms of the Offering Plan. Plans and dimensions may contain minor variations from floor to floor.



118 EAST 59TH STREET



Residence 16

Area: Approx. 1,731 SF + 38 SF (Unit tenant storage)
= 1,769 SF (164.35 m²)

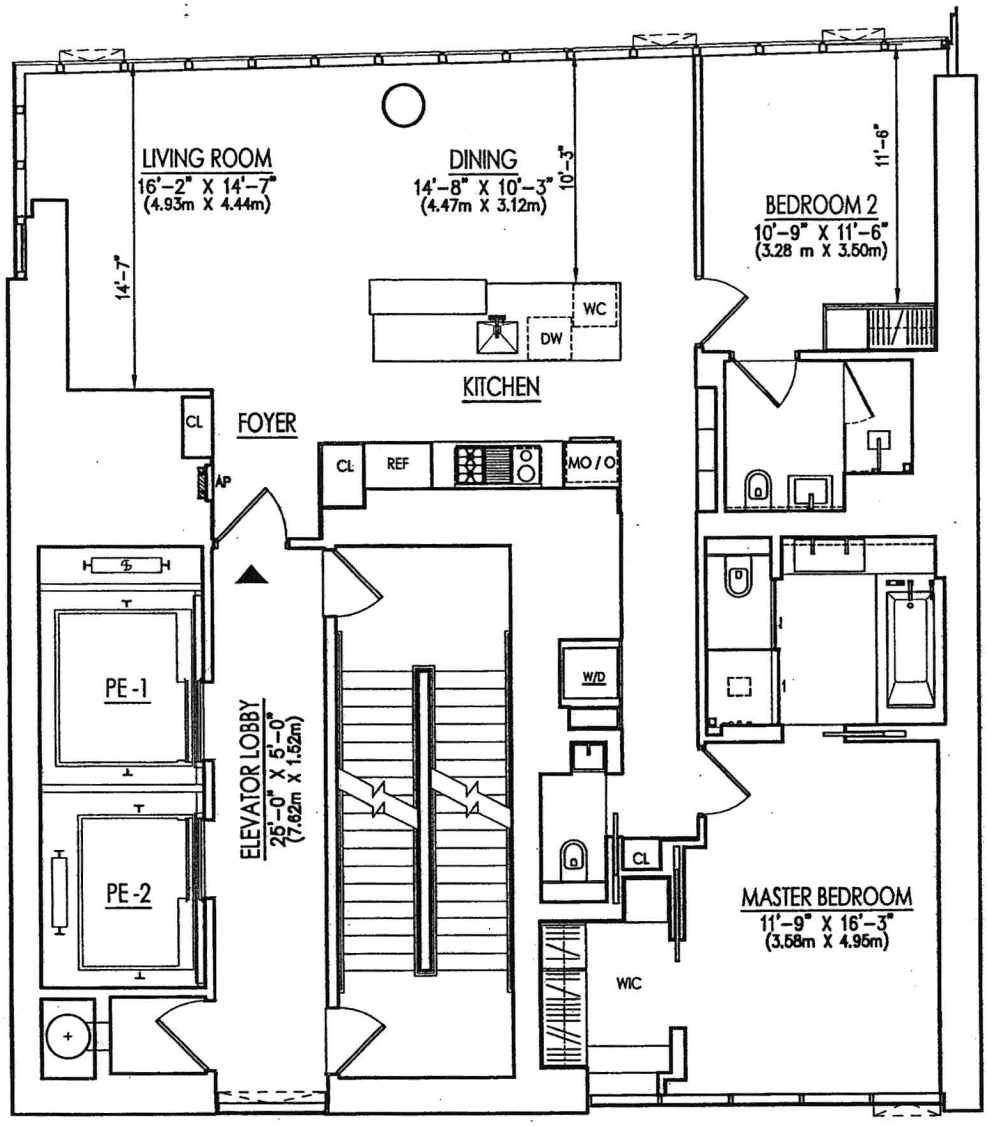
Floor: 16TH

2 Bedrooms

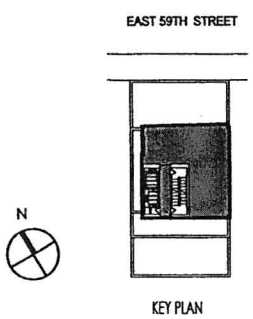
2 Baths

1 Powder Room

All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area and includes columns, mechanical pipes shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the terms of the Offering Plan. Plans and dimensions may contain minor variations from floor to floor.



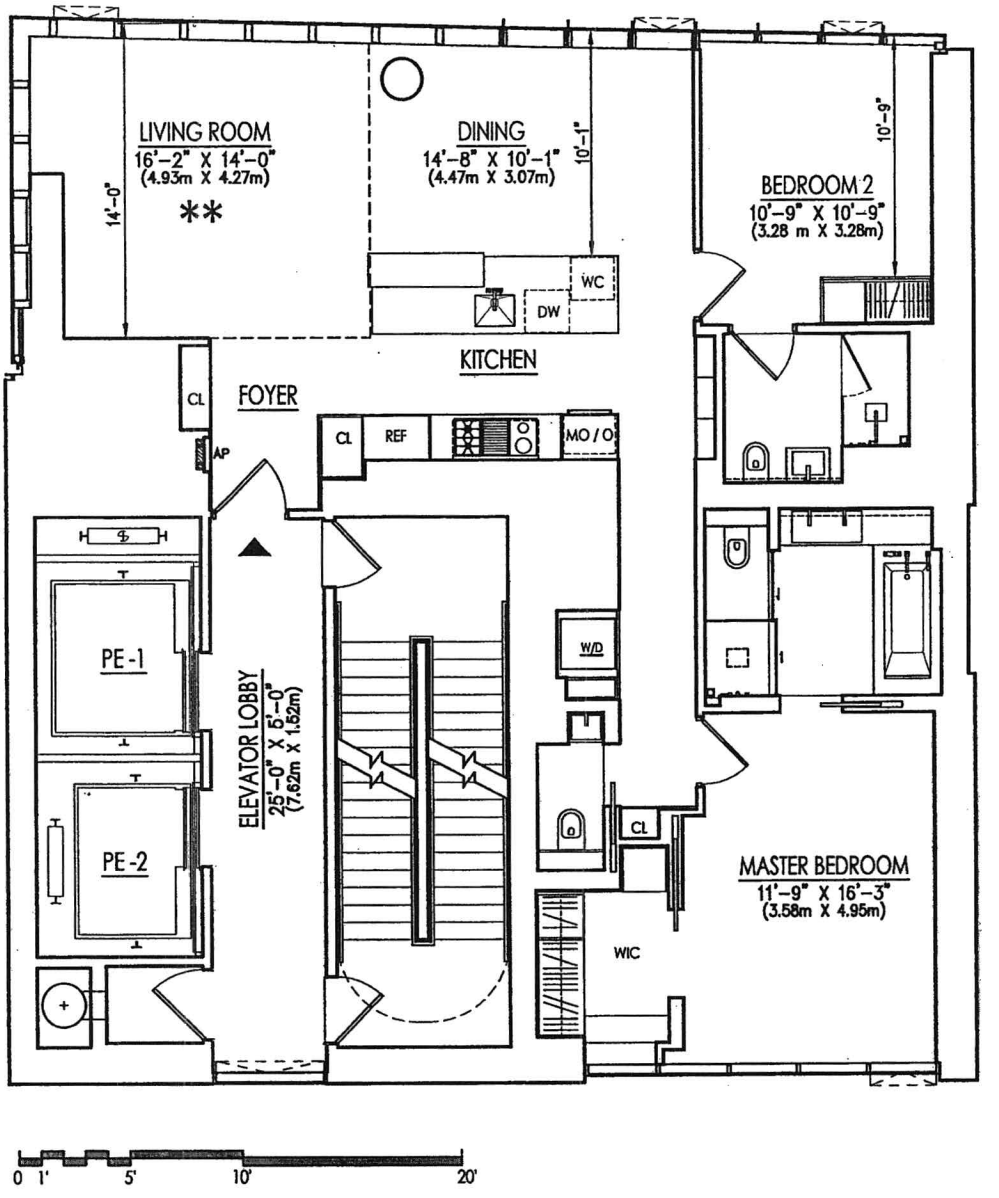
118 EAST 59TH STREET



Residence 17, 18 & 19

Area: Approx. 1,731 SF + 40 SF (Unit tenant storage)
= 1,771 SF (164.53 m²)
Floors: 17TH thru 19TH
2 Bedrooms
2 Baths
1 Powder Room

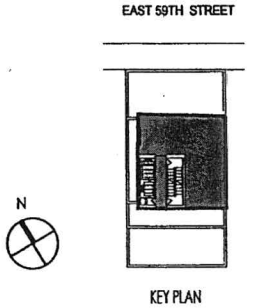
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118 EAST 59TH STREET

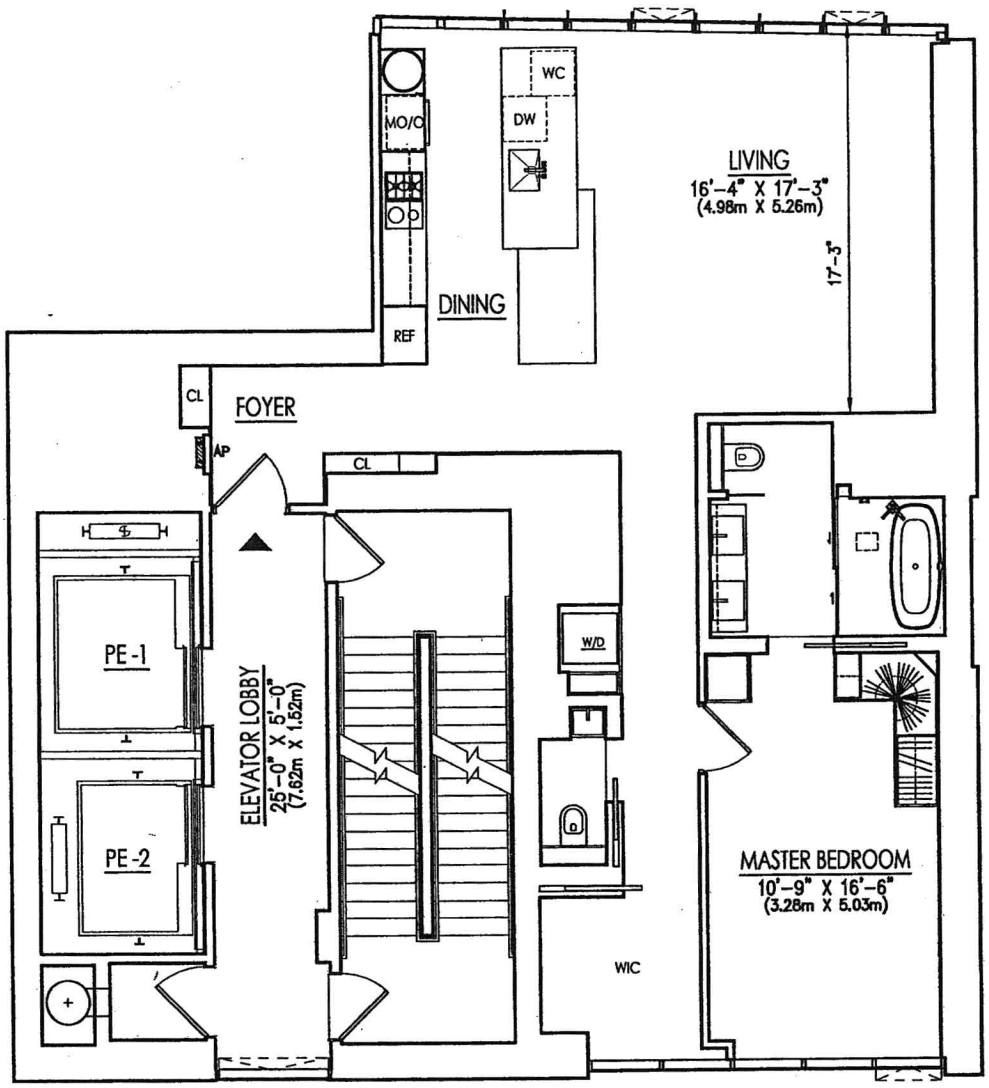
Residence 20 & 22

Area: Approx. 1,729 SF + 40 SF (Unit tenant storage)
= 1,769 SF (164.35 m²)
Floors: 20TH & 22ND
2 Bedrooms
2 Baths
1 Powder Room
** Double Height Ceiling @ Living Room

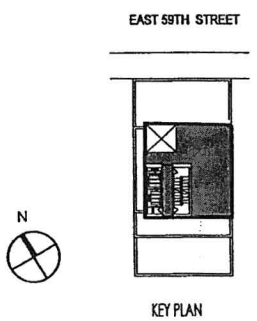


KEY PLAN

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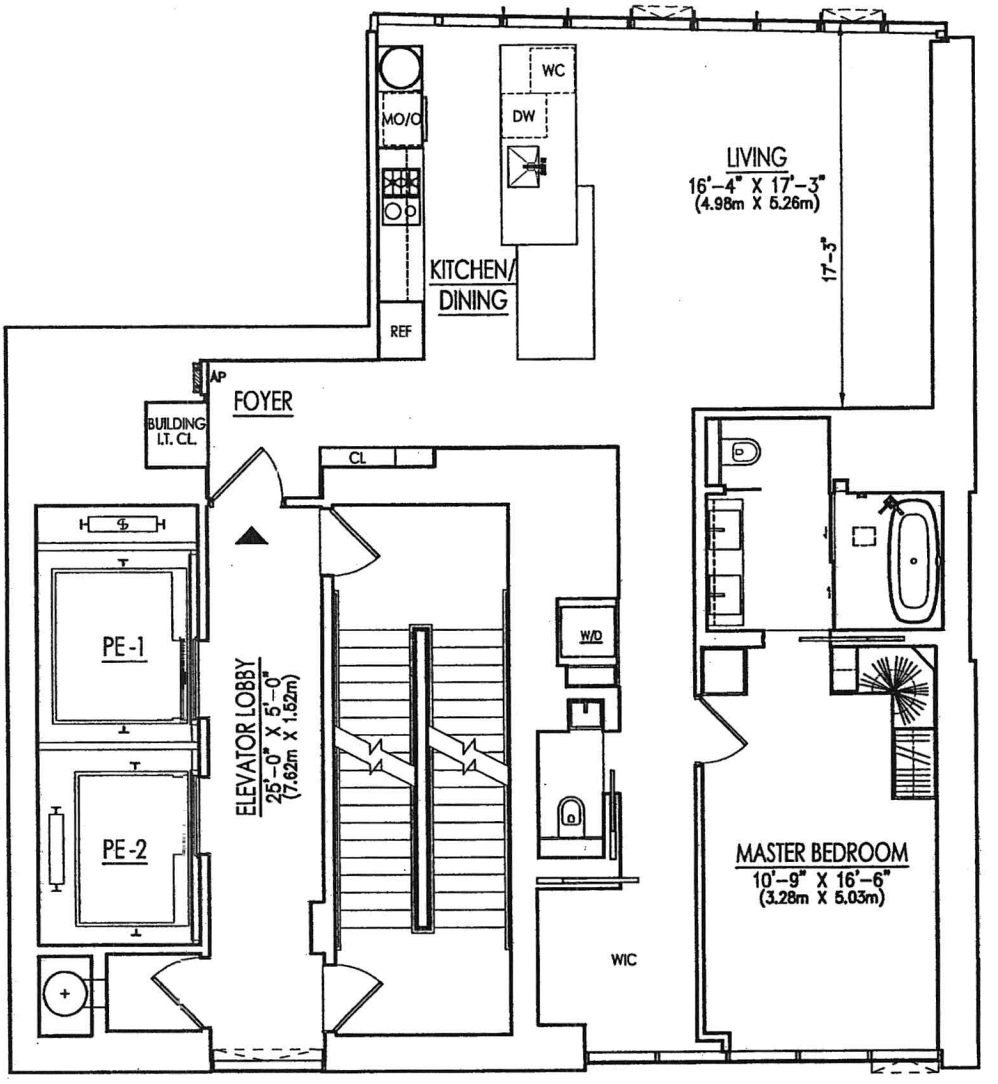
118 EAST 59TH STREET



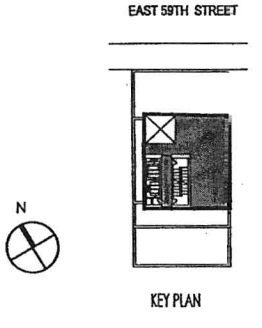
Residence 21

Area: Approx. 1,498 SF + 36 SF (Unit tenant storage)
= 1,534 SF (142.51 m²)
Floor: 21ST
1 Bedroom
1 Bath
1 Powder Room

All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area and includes columns, mechanical pipes shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the terms of the Offering Plan. Plans and dimensions may contain minor variations from floor to floor.



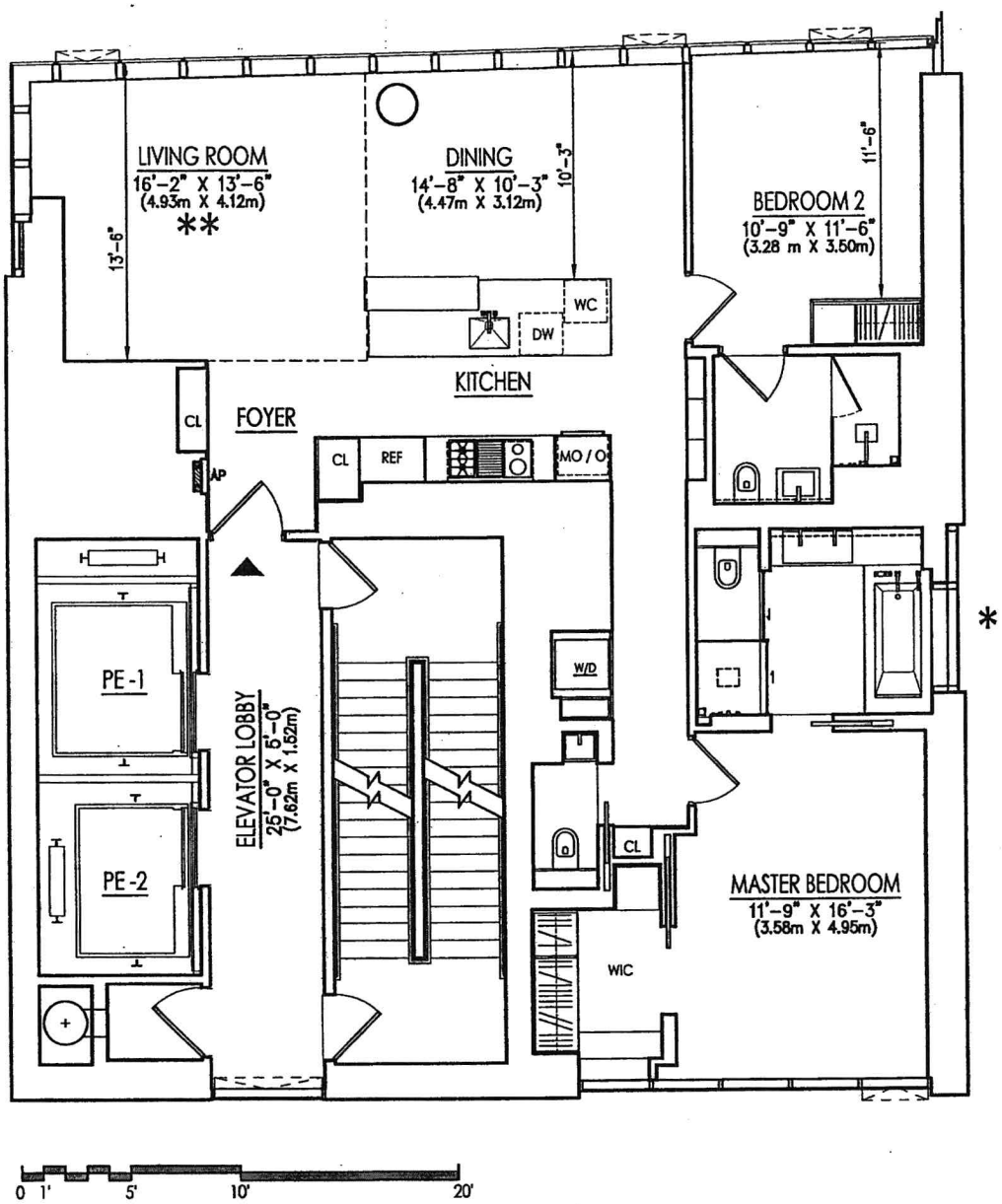
118 EAST 59TH STREET



Residence 23

Area: Approx. 1,498 SF + 36 SF (Unit tenant storage)
= 1,534 SF (142.51 m²)
Floor: 23RD
1 Bedroom
1 Bath
1 Powder Room

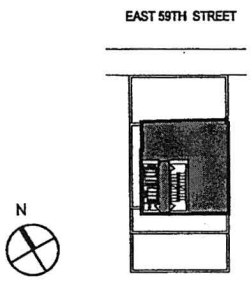
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118 EAST 59TH STREET

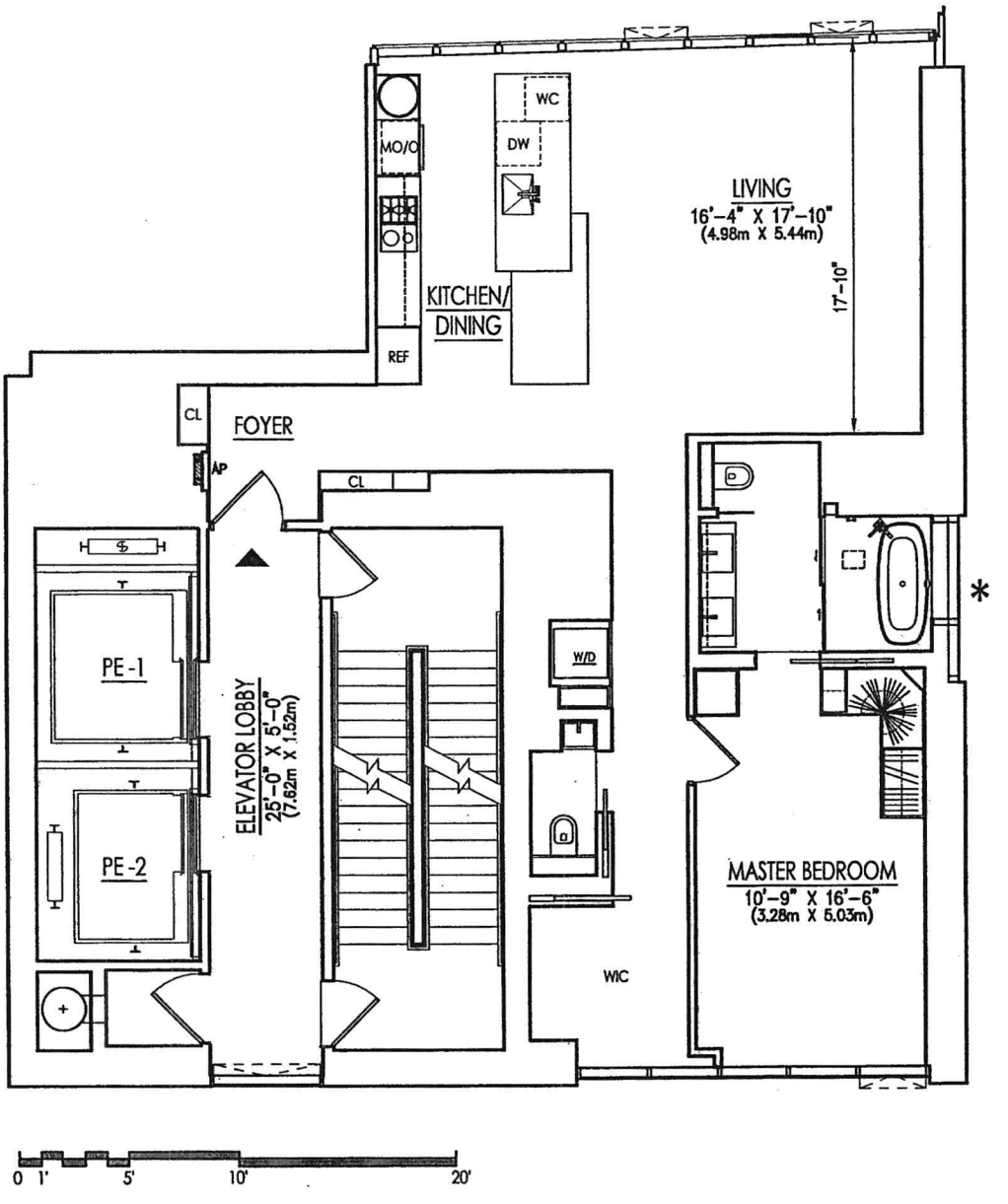
Residence 24 & 26

Area: Approx. 1, 731 SF + 40 SF (Unit tenant storage)
= 1,771 SF (164.53 m²)
Floors: 24TH and 26TH
2 Bedrooms
2 Baths
1 Powder Room
** Double Height Ceiling @ Living Room
* Lot Line Window

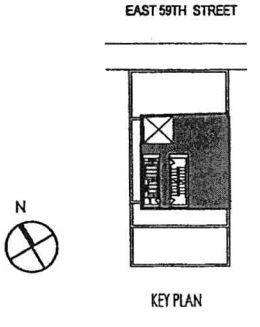


KEY PLAN

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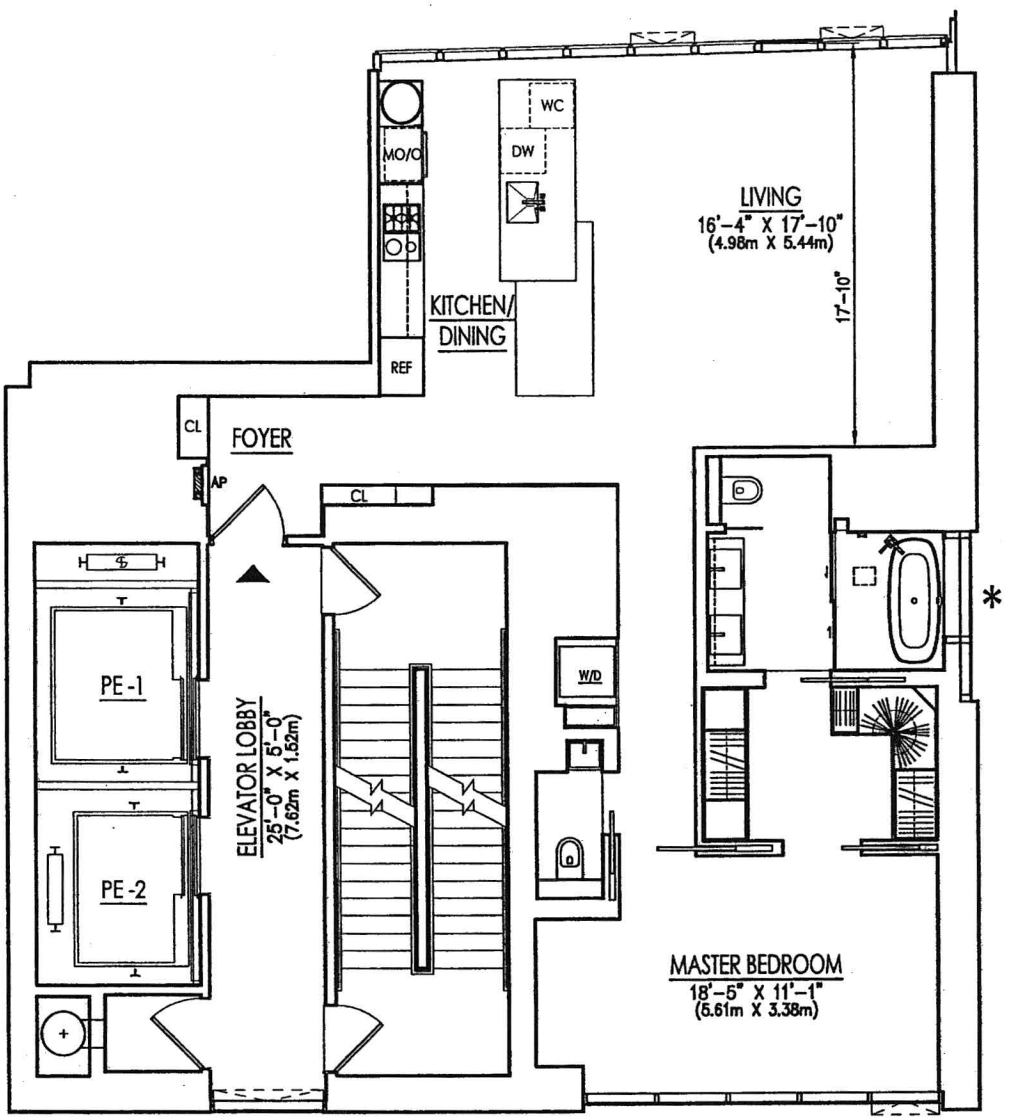
118 EAST 59TH STREET

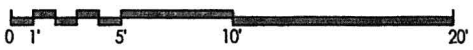


Residence 25

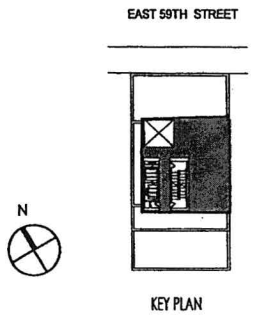
Area: Approx. 1,509 SF + 34 SF (Unit tenant storage)
= 1,543 SF (143.35 m²)
Floors: 25TH
1 Bedroom
1 Bath
1 Powder Room
* Lot Line Window

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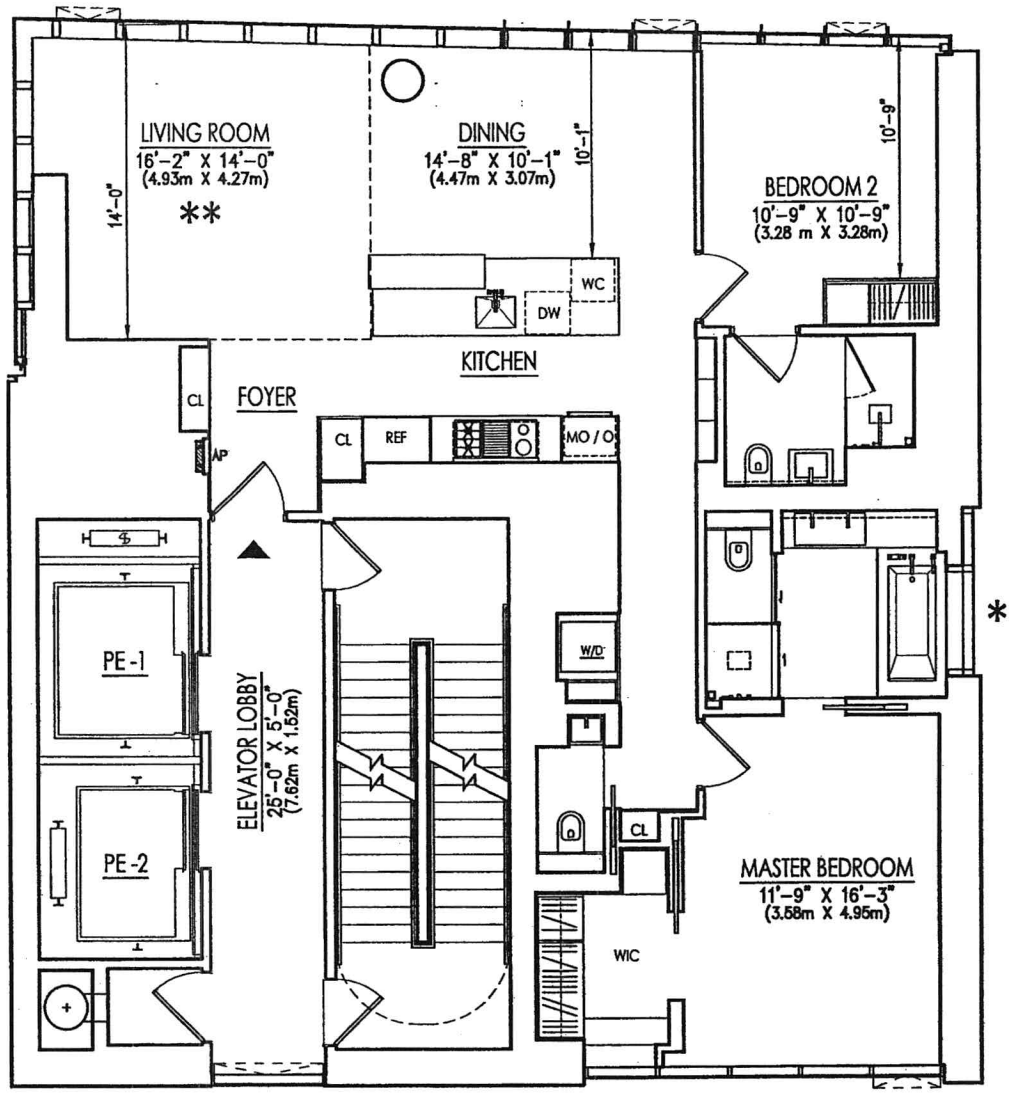
118 EAST 59TH STREET



Residence 27

Area: Approx. 1,509 SF + 35 SF (Unit tenant storage)
= 1,544 SF (143.44 m²)
Floors: 27TH
1 Bedroom
1 Bath
1 Powder Room
* Lot Line Window

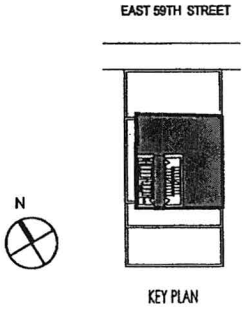
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118 EAST 59TH STREET

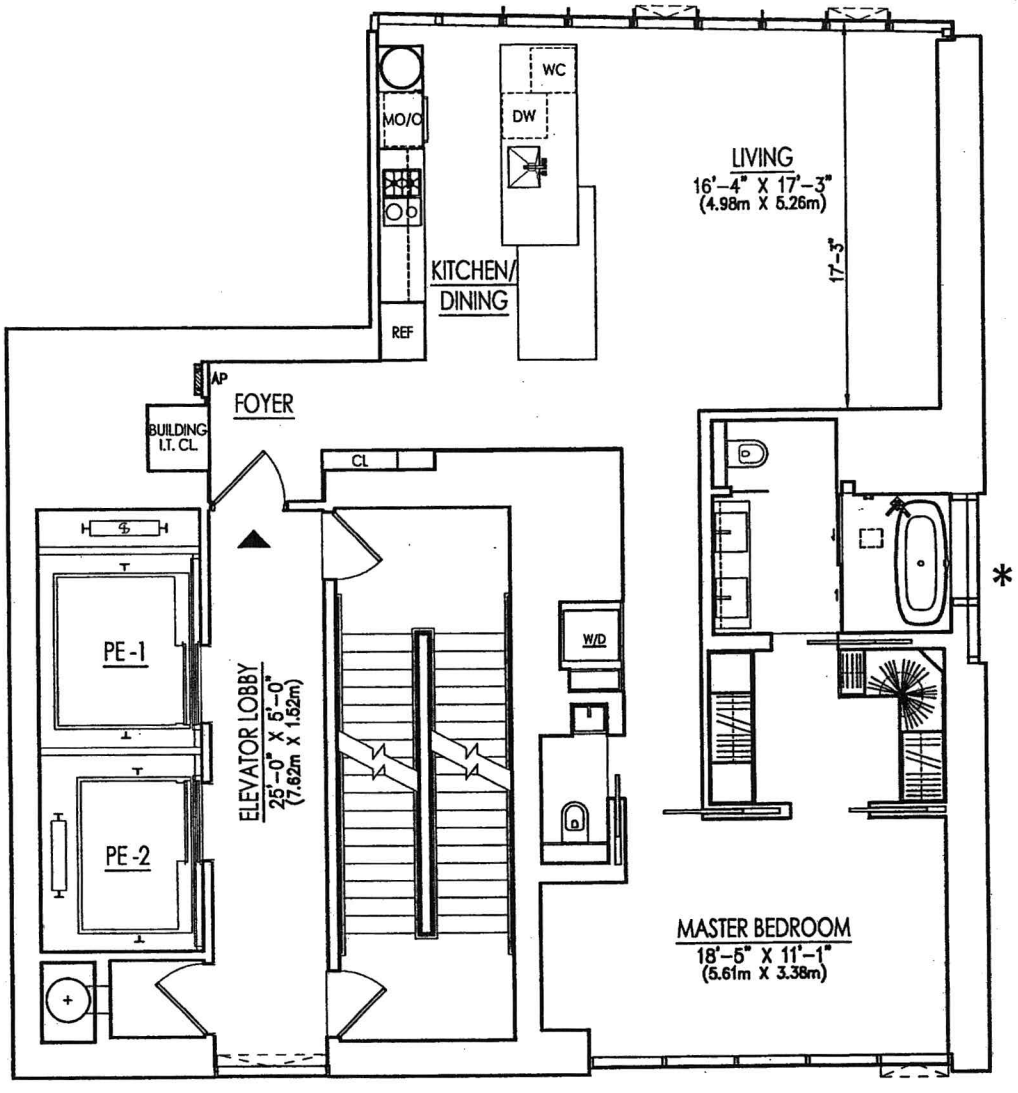
Residence 28 & 30

Area: Approx. 1,729 SF + 40 SF (Unit tenant storage)
= 1,769 SF (164.35 m²) @ Residence 28
Area: Approx. 1,729 SF + 39 SF (Unit tenant storage)
= 1,768 SF (164.25 m²) @ Residence 30
Floors: 28TH and 30TH
2 Bedrooms
2 Baths
1 Powder Room
** Double Height Ceiling @ Living Room
* Lot Line Window

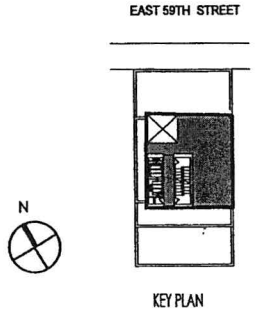


KEY PLAN

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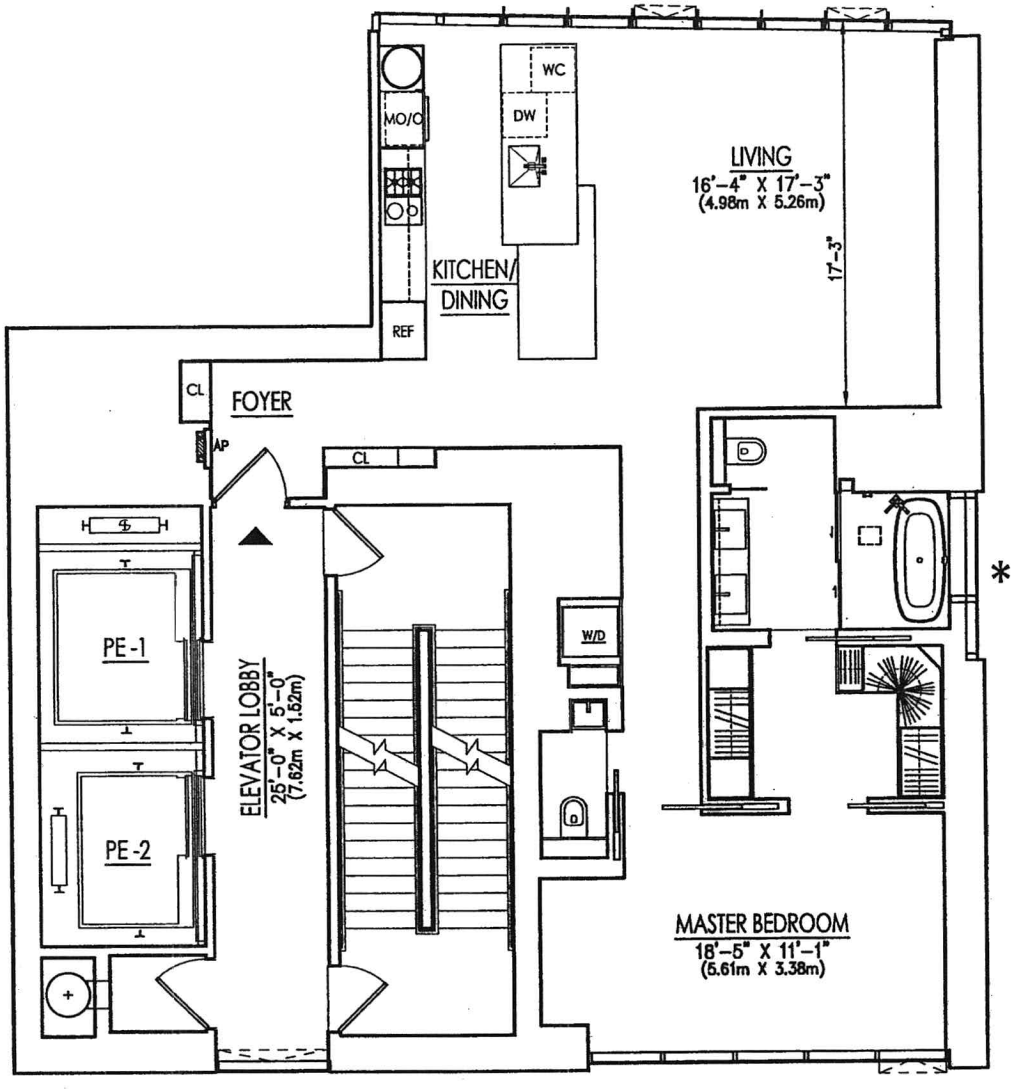
118 EAST 59TH STREET



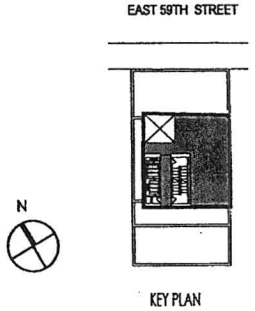
Residence 29

Area: Approx. 1,498 SF + 35 SF (Unit tenant storage)
= 1,533 SF (142.42 m²)
Floor: 29TH
1 Bedroom
1 Bath
1 Powder Room
* Lot Line Window

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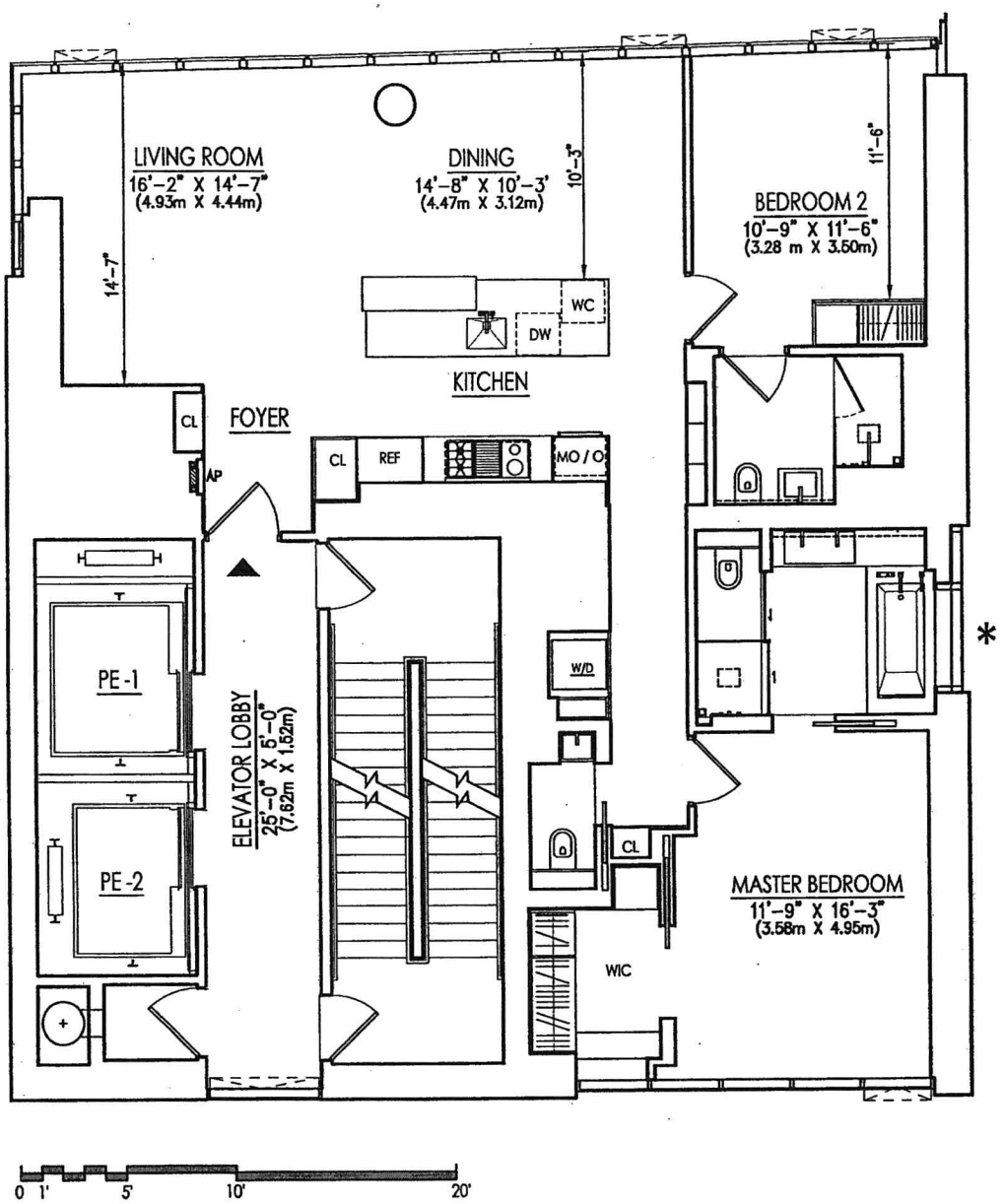


118 EAST 59TH STREET



Residence 31
Area: Approx. 1,498 SF + 38 SF (Unit tenant storage)
= 1,536 SF (142.69 m²)
Floor: 31ST
1 Bedroom
1 Bath
1 Powder Room
* Lot Line Window

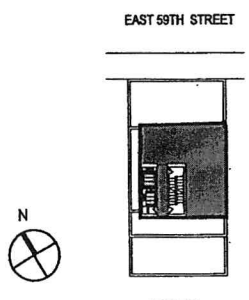
All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area and includes columns, mechanical pipes shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the terms of the Offering Plan. Plans and dimensions may contain minor variations from floor to floor.



118 EAST 59TH STREET

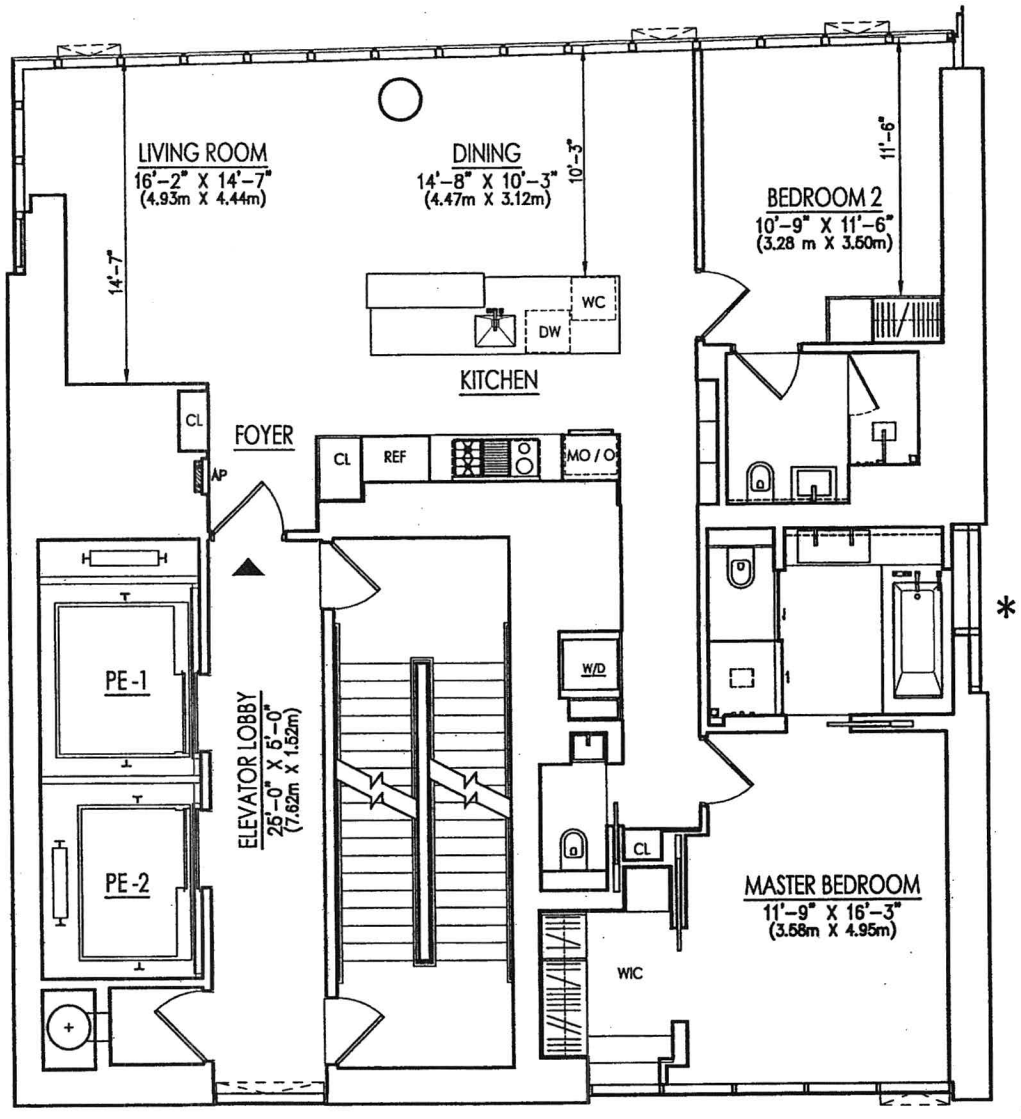
Residence 32 & 34

Area: Approx. 1,731 SF + 39 SF (Unit tenant storage)
= 1,770 SF (164.44 m²)
Floors: 32ND and 34TH
2 Bedrooms
2 Baths
1 Powder Room
* Lot Line Window



KEY PLAN

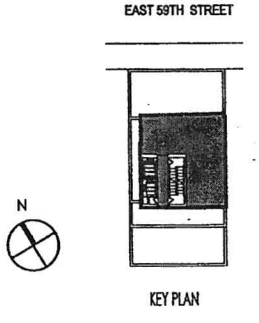
All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area and includes columns, mechanical pipes shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the terms of the Offering Plan. Plans and dimensions may contain minor variations from floor to floor.



118 EAST 59TH STREET

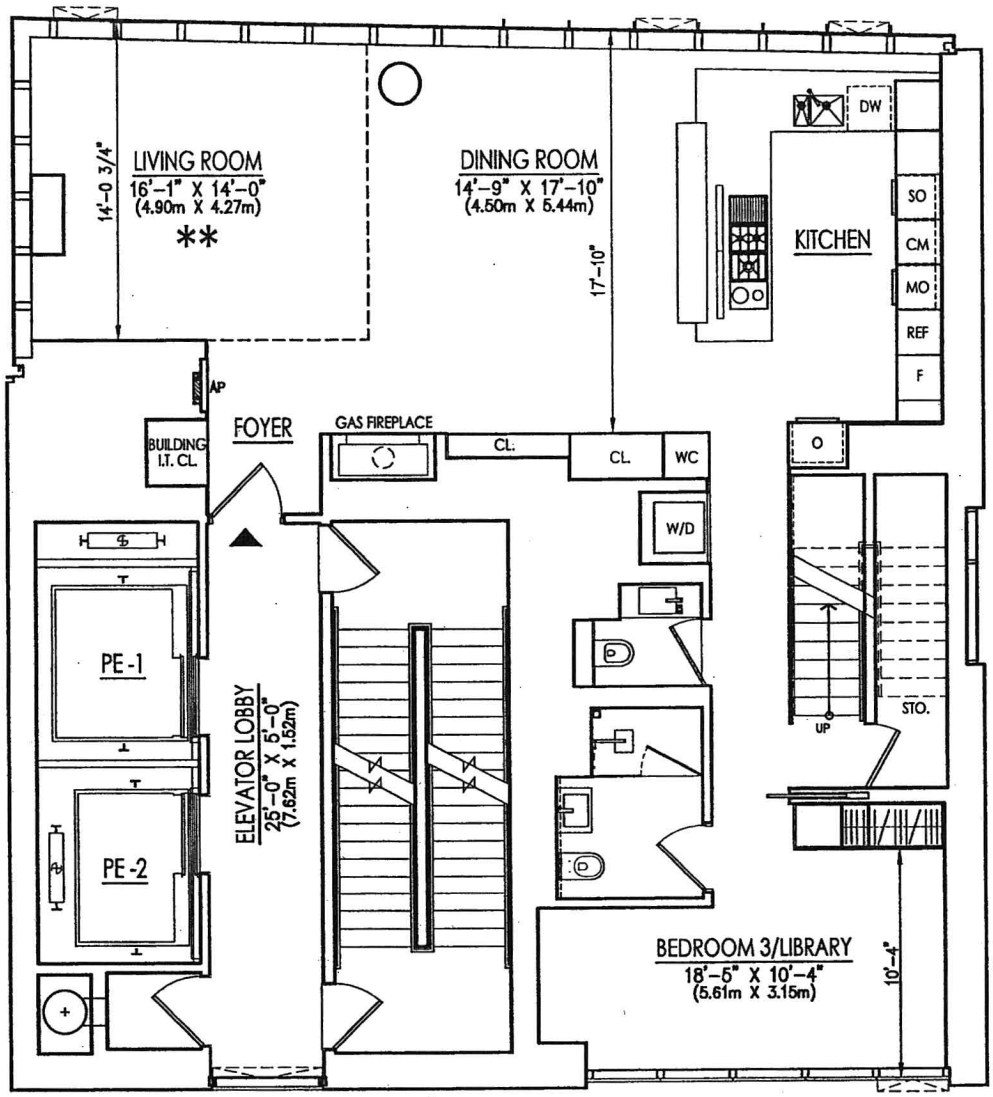
Residence 33 & 35

Area: Approx. 1,731 SF + 39 SF (Unit tenant storage)
= 1,770 SF (164.44 m²) @ Residence 33
Area: Approx. 1,731 SF + 44 SF (Unit tenant storage)
= 1,775 SF (164.90 m²) @ Residence 35
Floors: 33RD and 35TH
2 Bedrooms
2 Baths
1 Powder Room
* Lot Line Window



KEY PLAN

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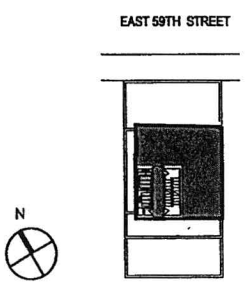




118 EAST 59TH STREET

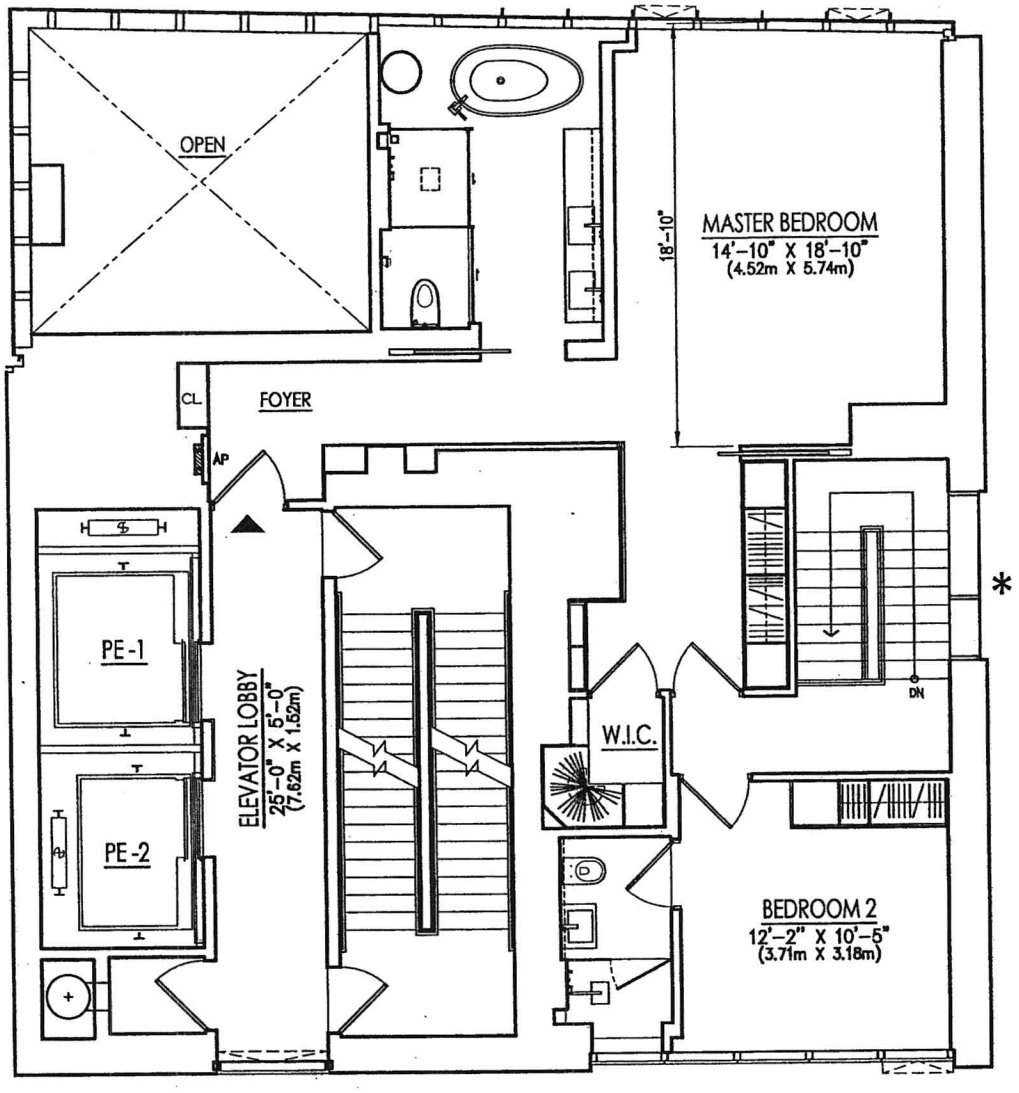
Duplex 1 - Lower Level

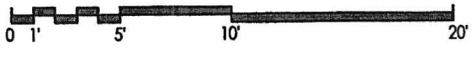
Area: Approx. 3,227 SF + 50 SF (Unit tenant storage)
= 3,277 SF (304.44 m²)
Floor: 36TH
3 Bedrooms
3 Baths
1 Powder Room
** Double Height Ceiling @ Living Room



KEY PLAN

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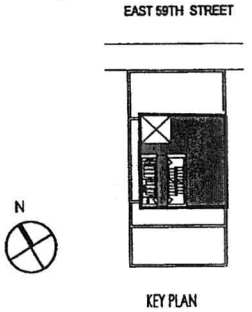


118 EAST 59TH STREET

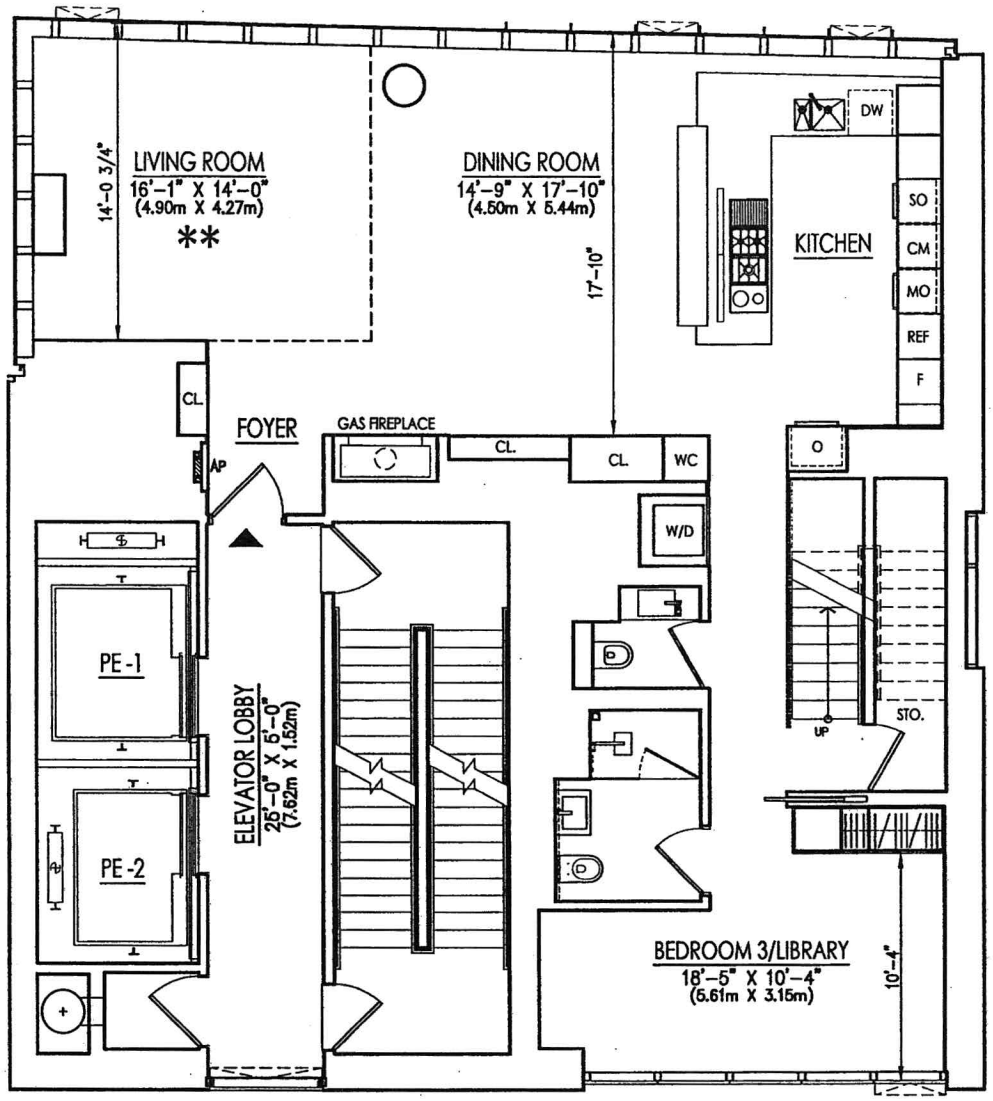
Duplex 1 - Upper Level

Floor: 37TH

* Lot Line Window



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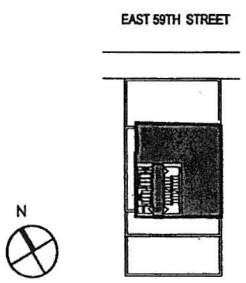




118 EAST 59TH STREET

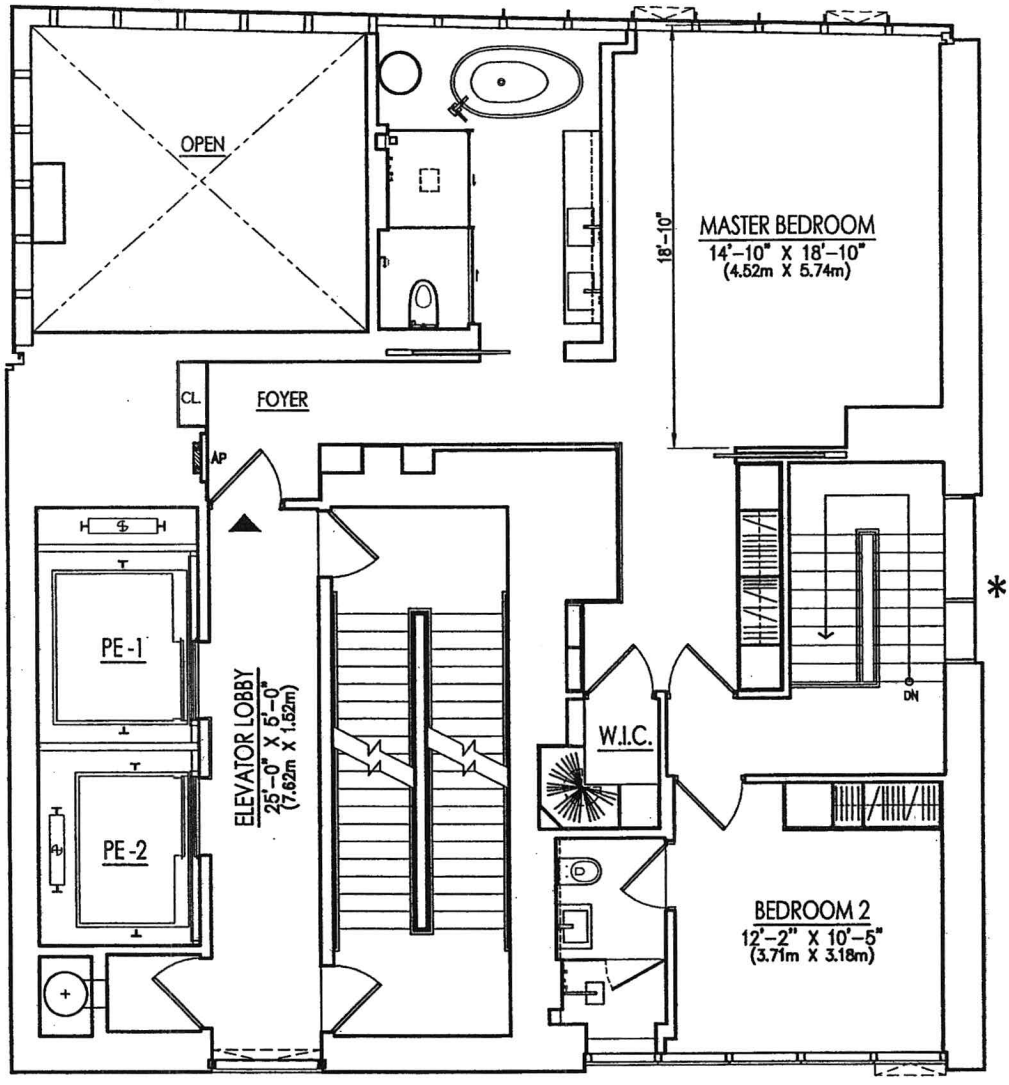
Duplex 2 - Lower Level

Area: Approx. 3,227 SF + 85 SF (Unit tenant storage)
= 3,312 SF (307.70 m²)
Floor: 38TH
3 Bedrooms
3 Baths
1 Powder Room
** Double Height Ceiling @ Living Room



KEY PLAN

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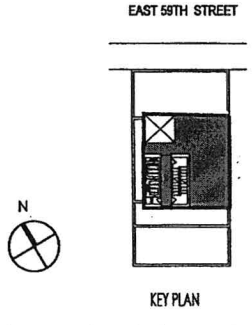


118 EAST 59TH STREET

Duplex 2 - Upper Level

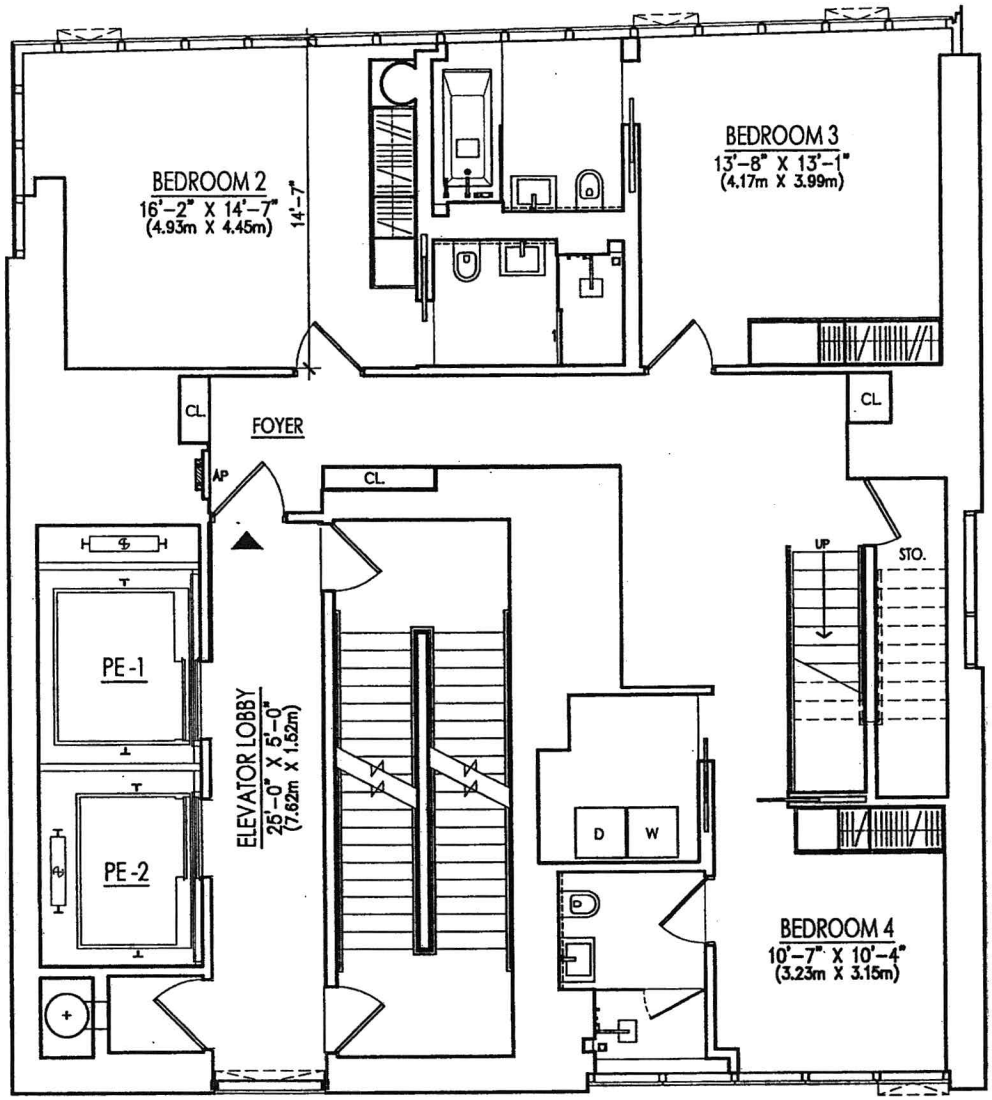
Floor: 39TH

* Lot Line Window



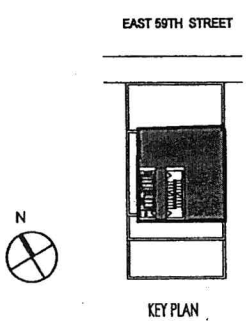
KEY PLAN

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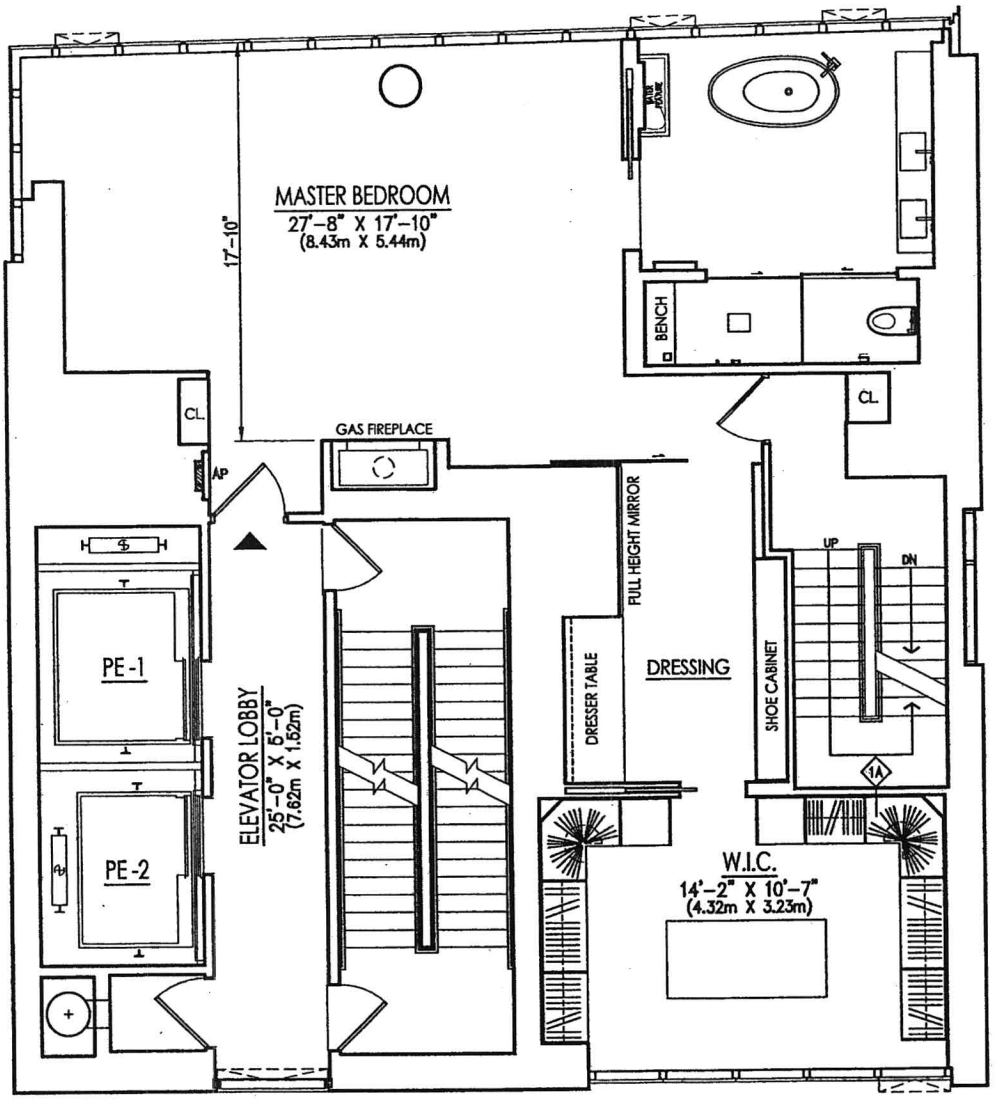
118 EAST 59TH STREET



Penthouse (1st Level)

Area: Approx. 5,184 SF + 102 SF (Unit tenant storage)
= 5,286 SF (491.10 m²)
Floor: PH (40TH)
4 Bedrooms
4 Baths
1 Powder Room

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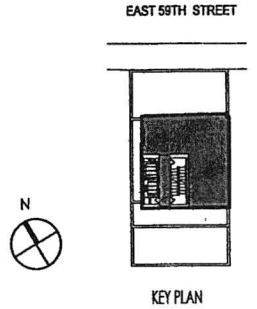




118 EAST 59TH STREET

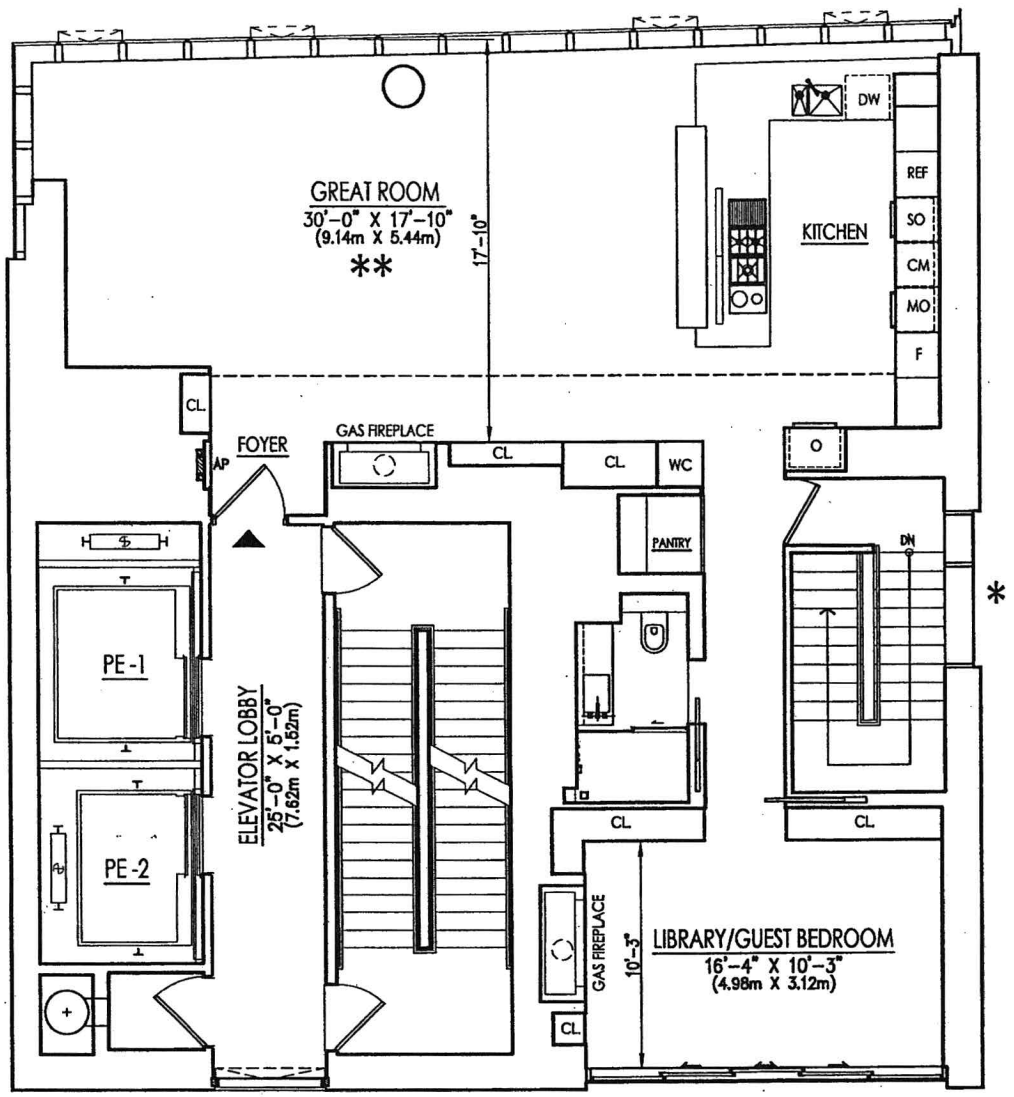
Penthouse (2nd Level)

Floor: PH (41ST)



KEY PLAN

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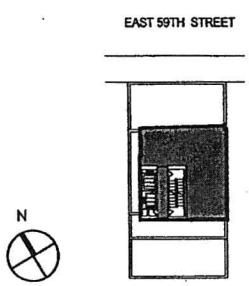
118 EAST 59TH STREET

Penthouse (3rd Level)

Floor: PH (42ND)

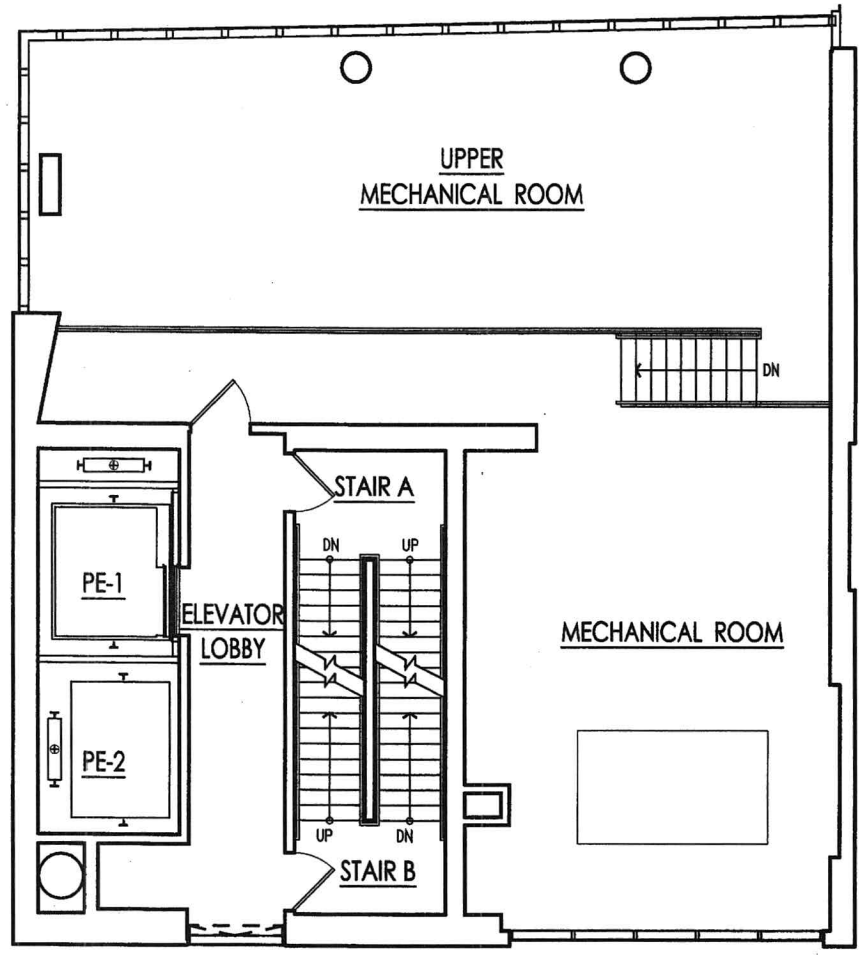
* Lot Line Window

** Double Height Ceiling @ Great Room



KEY PLAN

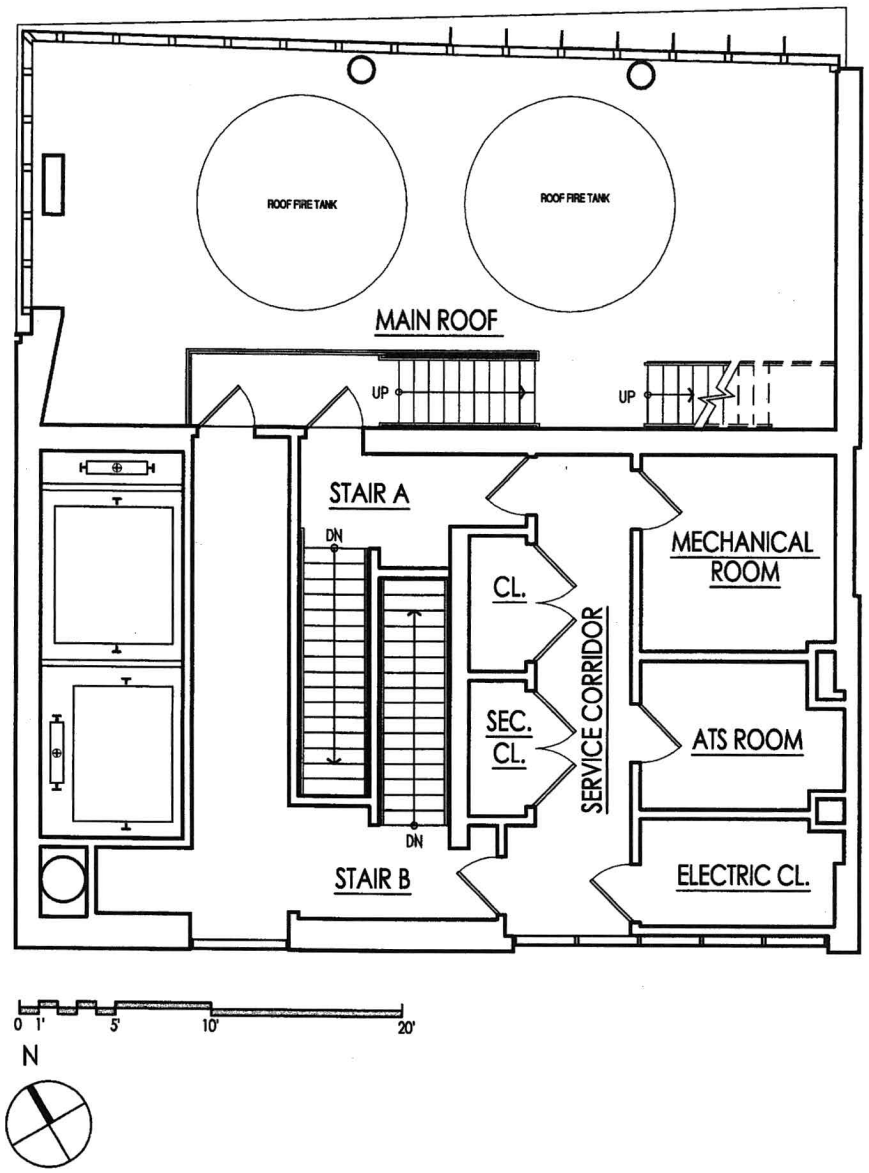
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118 EAST 59TH STREET

Floor: 43rd

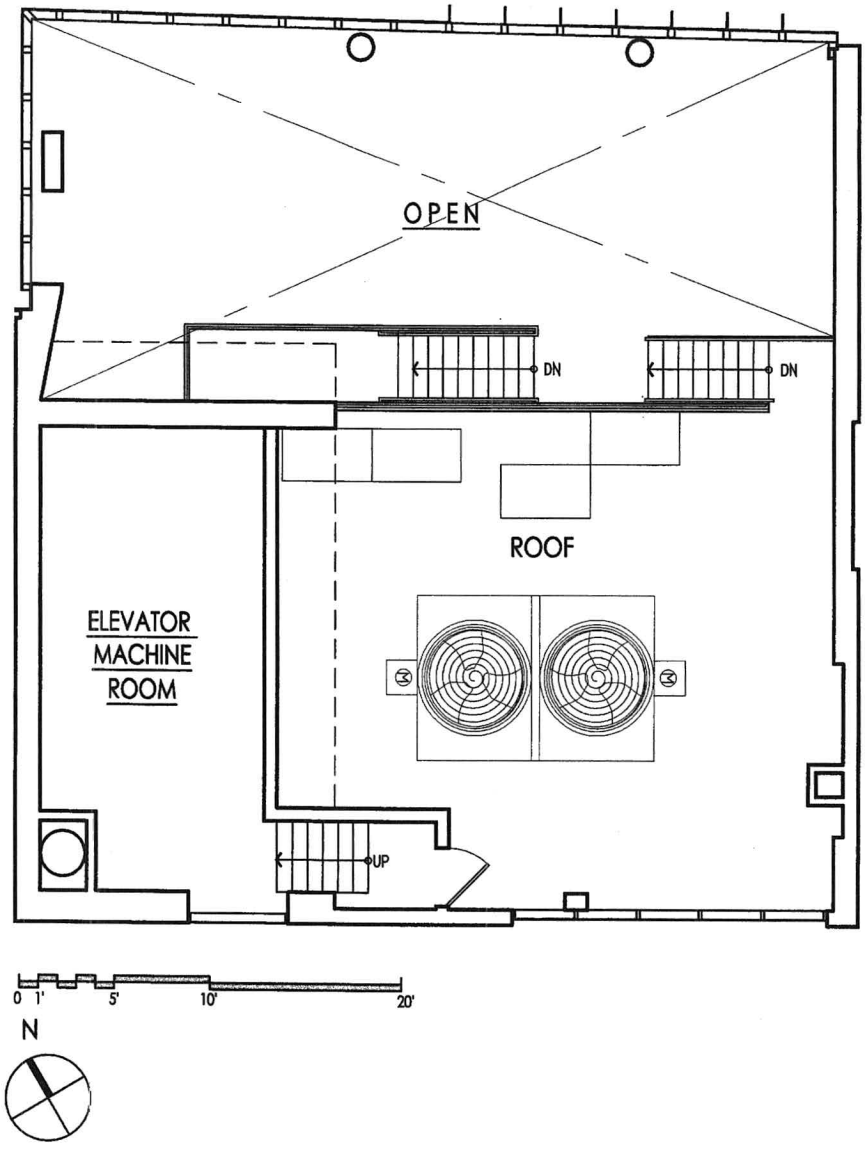
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118 EAST 59TH STREET

Floor: Main Roof

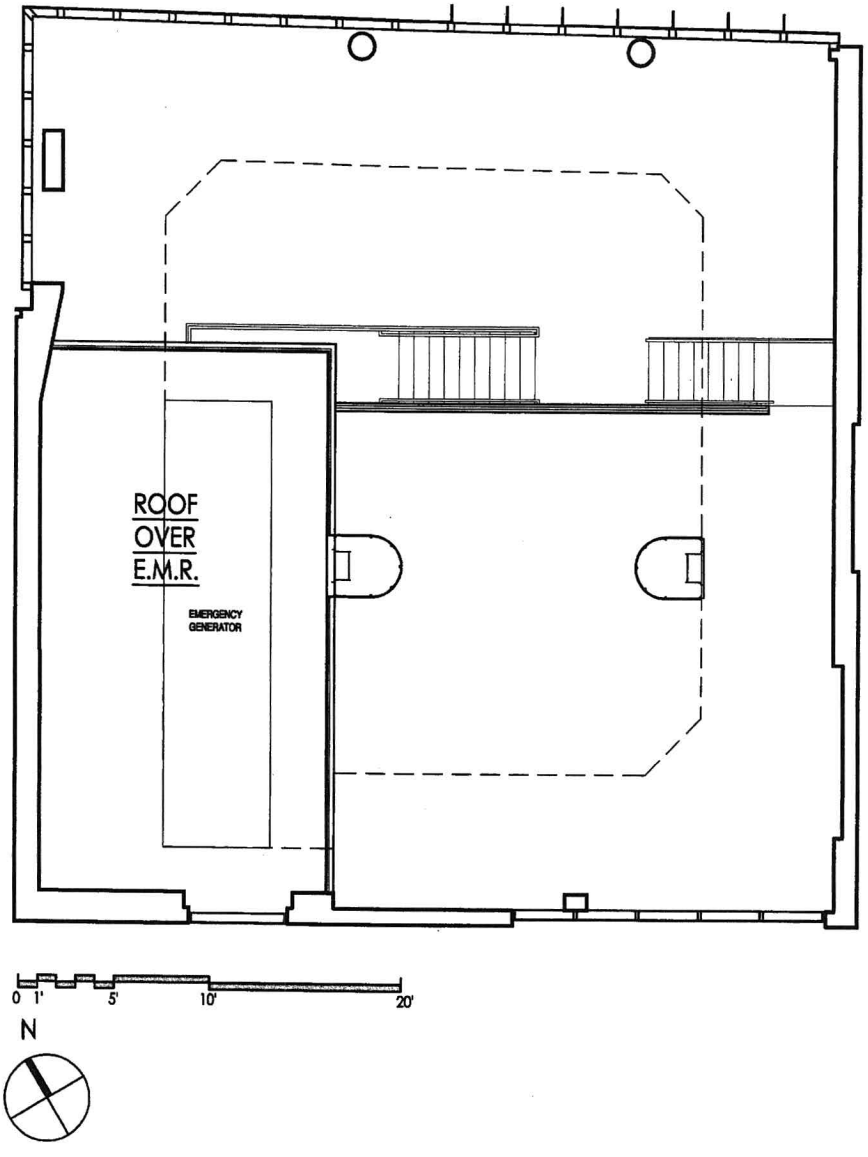
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118 EAST 59TH STREET

Floor: Elevator Machine Room

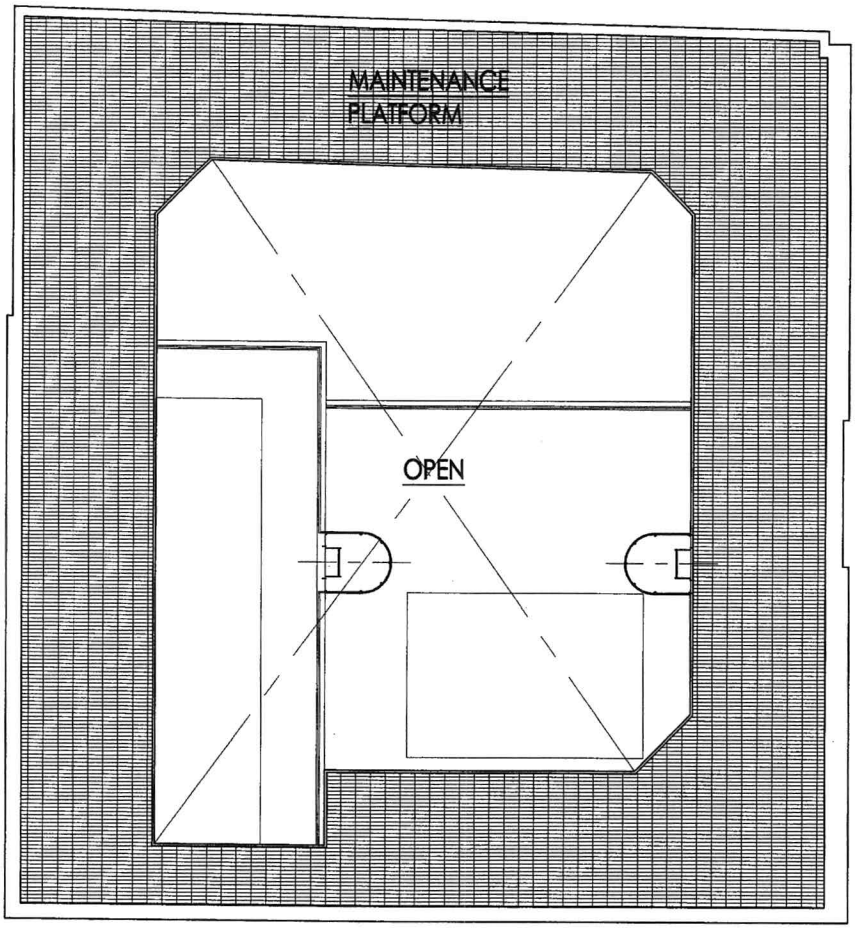
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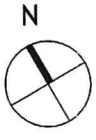
118 EAST 59TH STREET

Floor: Roof Over E.M.R.

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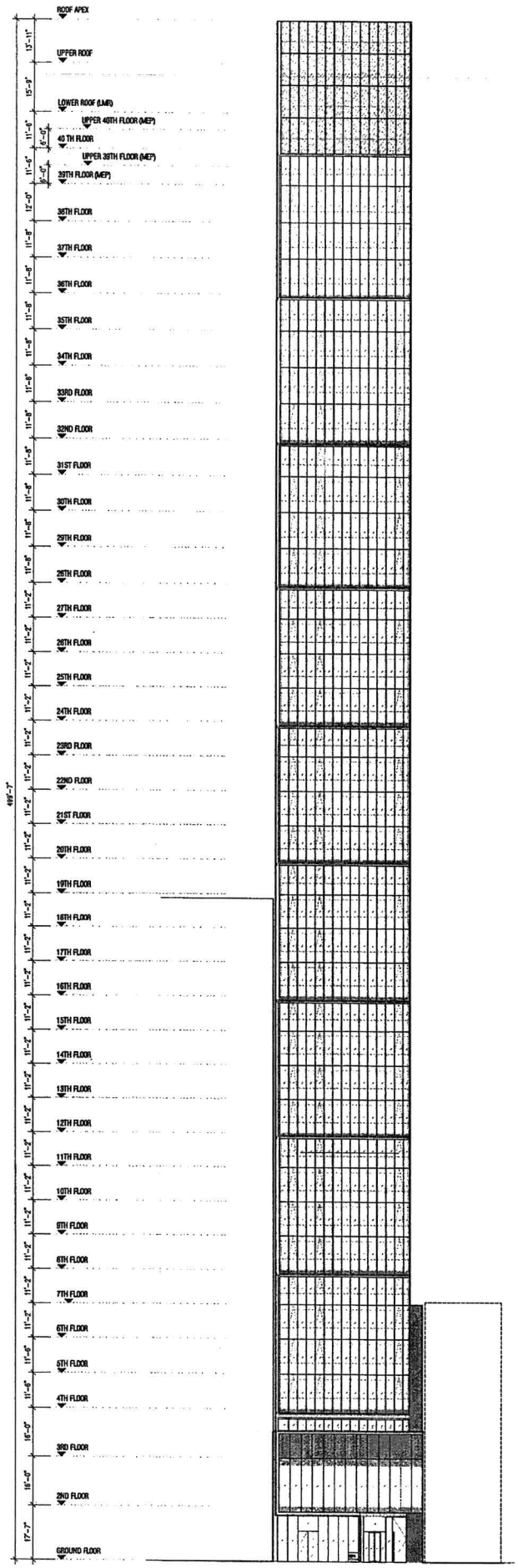




118 EAST 59TH STREET

Floor: Top of Roof Enclosure

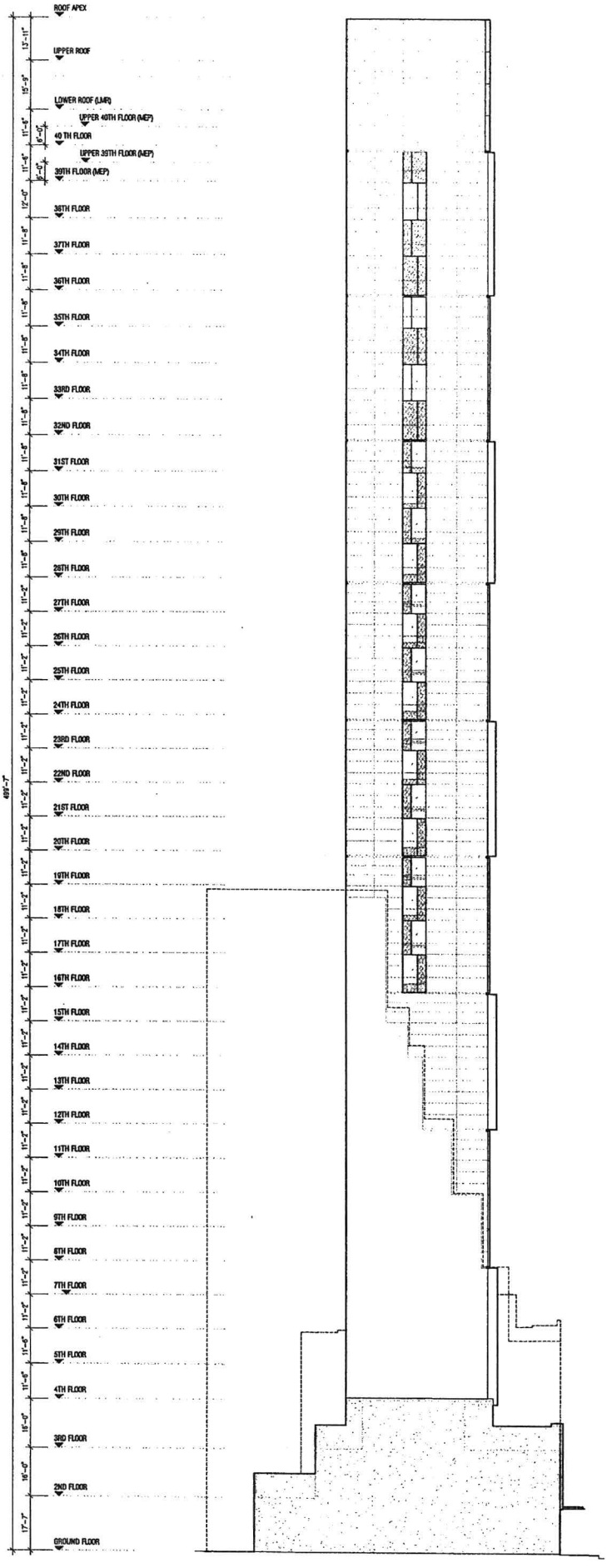
All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area and includes columns, mechanical pipes shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the terms of the Offering Plan. Plans and dimensions may contain minor variations from floor to floor.



118 EAST 59TH STREET

NORTH ELEVATION

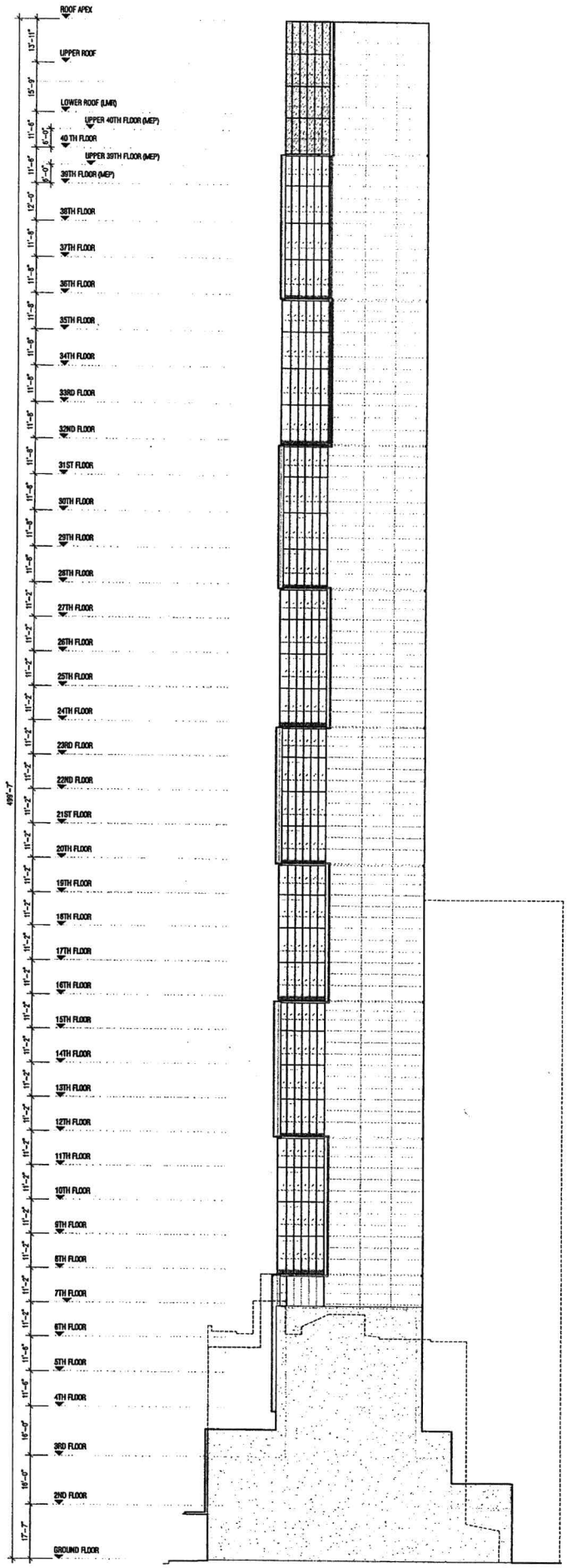
All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area and includes columns, mechanical pipes shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the terms of the Offering Plan. Plans and dimensions may contain minor variations from floor to floor.



118 EAST 59TH STREET

EAST ELEVATION

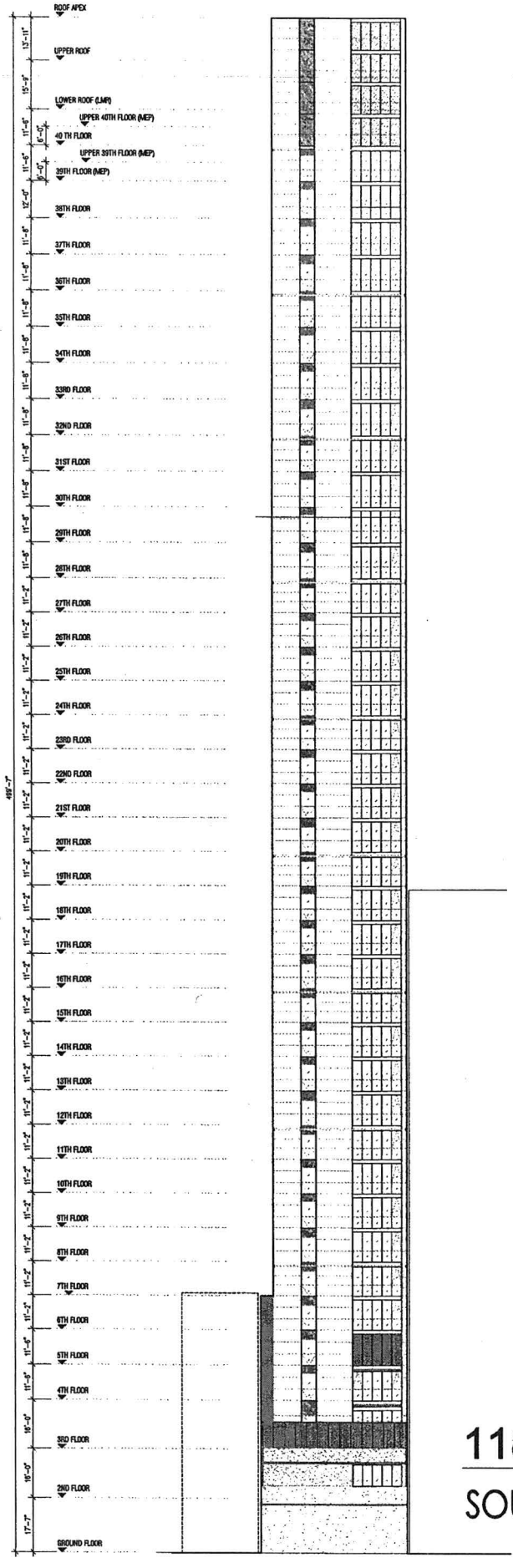
All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area and includes columns, mechanical pipes shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the terms of the Offering Plan. Plans and dimensions may contain minor variations from floor to floor.



118 EAST 59TH STREET

WEST ELEVATION

All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area and includes columns, mechanical pipes shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the terms of the Offering Plan. Plans and dimensions may contain minor variations from floor to floor.



118 EAST 59TH STREET

SOUTH ELEVATION

All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area and includes columns, mechanical pipes shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the terms of the Offering Plan. Plans and dimensions may contain minor variations from floor to floor.

Exhibit "F"

Declaration of Condominium

DECLARATION

ESTABLISHING A PLAN OF CONDOMINIUM OWNERSHIP OF
PREMISES LOCATED AT 118 EAST 59TH STREET
COUNTY OF NEW YORK
CITY AND STATE OF NEW YORK
PURSUANT TO ARTICLE 9-B OF THE REAL PROPERTY LAW
OF THE STATE OF NEW YORK

NAME: 118 EAST 59TH STREET CONDOMINIUM

DECLARANT: 118 EAST 59TH STREET REALTY LLC
175 East Shore Road
Great Neck, NY 11023

DATE OF DECLARATION: , 2017

The land affected by the within instrument lies in Block 313, F/K/A Lot 63 N/K/A Lots ____ to ____, on the Tax Map of the Borough of Manhattan, City, County and State of New York.

RECORD & RETURN: Andrew W. Albstein, Esq.
Attorney for the Sponsor
Goldberg Weprin Finkel Goldstein LLP
1501 Broadway, 22nd Floor
New York, New York 10036

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PLAN OF CONDOMINIUM UNIT OWNERSHIP

DECLARATION OF 118 EAST 59TH STREET CONDOMINIUM
PURSUANT TO ARTICLE 9-B
OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK

In County, City and State of New York, on this ___ day of _____, 2017, 118 EAST 59TH STREET REALTY LLC, a New York limited liability company, with offices at 175 East Shore Road, Great Neck, NY 11023, hereinafter referred to as the "Owner", "Sponsor" or "Declarant", who is fully empowered and qualified to execute this Declaration does hereby state:

FIRST: Submission of Property. Declarant hereby submits the property described in this Declaration, including the land and the Building and all other improvements erected and to be erected thereon, all easements, rights and appurtenances belonging thereto and all other property, real, personal or mixed, intended for use in connection therewith (collectively the "Property"), to the provisions of Article 9-B of the Real Property Law of the State of New York (as the same may be amended from time to time, the "Condominium Act") and pursuant thereto does hereby establish a condominium to be known, subject to the provisions of this Declaration as the 118 EAST 59TH STREET CONDOMINIUM (the "Condominium").

SECOND: Description of Property. The Owner owns ALL that certain plot, piece or parcel of land situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

SEE SCHEDULE "A" ATTACHED

THIRD: Definitions.

(a) "Residential Units" shall refer to the twenty nine (29) Residential Units contained in the Condominium. "Commercial Units" shall refer to the one (1) Commercial Unit contained in the Condominium (the Commercial Unit is also referred to from time to time herein as the "Retail Unit"). The Residential Units and Commercial are hereinafter sometimes referred to collectively as the "Units" and individually as a "Unit".

(b) The Owner of a Residential Unit is hereinafter referred to as a "Residential Unit Owner"; and the Owner of a Commercial Unit is hereinafter referred to as a "Commercial Unit Owner". The Residential Unit Owner(s) and the Commercial Unit Owner(s) are hereinafter collectively referred to as the "Unit Owners" and individually as a "Unit Owner". The description of the Units set forth herein pertains to the location of the walls, floors and ceiling of the Units as they are finally set forth in the building plans to be filed simultaneously with the recording of the Declaration.

Each Unit Owner shall be treated for all purposes as a single owner, irrespective of whether such ownership is joint, in common, or tenancy by the entirety or whether the Unit is owned by an individual, corporation, partnership fiduciary or any other entity. Where such ownership is joint, in common or by tenancy by the entirety, majority vote of such Owners shall be necessary to cast the Unit Owner's vote referred to in paragraph Ninth of this Declaration.

(c) The approximate dimensions of each Residential Unit consists of the area measured horizontally from the exterior side of the exterior walls to the interior partition side of the elevator walls to the interior partition side of the elevator, stairs and refuse flue. The area of the elevator lobby, refuse closet, exterior wall of the elevator and the area of each designated Storage Unit is included in the approximate total floor area of the Residential Unit. The total square footage exceeds the usable floor and includes structural column, shear wall, mechanical pipe shaft, shaft ways, chase ways, conduits and other common elements. Each Residential Unit is also measured vertically from the top of the concrete slab to the underside of the slab above.

The approximate dimensions of the Commercial Unit consists of the area measured horizontally from the exterior side of the exterior walls to the midpoint of the interior partition separating the Commercial Unit. The total square footage exceed the usable floor area and includes structural column, shear wall, mechanical pipes shaft, shaft ways, chase ways, conduits and other common elements.

Each Unit Owner hereby acknowledges that the square foot areas determined using the methodology set forth above, and as more particularly set forth in Schedule B hereof, would be different from that derived by using an alternative methodology of measuring from interior surfaces to interior surfaces (which would yield lesser actual useable floor area for each Unit). The stated method of measurement used is applicable to the Units as described above.

Doors, windows and air conditioner sleeves which open or extend from a Unit shall be deemed part of the Unit.

(d) A "Building" as hereinafter referred to shall be defined as a number of Units all of which are constructed under a continuous roof.

(e) "Party Wall" as hereinafter referred to shall be defined as a wall which is common to and separates two Units.

(f) "Condominium" as hereinafter referred to shall mean the 118 East 59th Street Condominium which is composed of the Unit Owners.

(g) The terms "Residential Unit", "Commercial Unit", "Residential Unit Owner", and "Commercial Unit Owner" as used herein shall be construed to mean Unit and Unit Owner as defined in Section 339-e of Article 9-B of the Real Property Law of the State of New York.

(h) "Applicable Law" shall mean all applicable laws, statutes, treaties, rules, codes, ordinances, regulations of any Governmental Authority and, to the extent the Property, any Unit, any Unit Owner, the Declarant and/or the Condominium Board, as the case may be, is bound thereby or subject thereto, any judgments, decrees, injunctions, writs, orders, notices of violation or like action of any governmental Authority, court, arbitrator or other administrative, judicial or quasi-judicial tribunal or agency of competent jurisdiction now or hereafter in effect.

(i) "Condominium Act" shall mean Article 9-B of the real Property law of the State of New York as amended from time to time.

(j) "Condominium Board" shall mean, the governing body of the Condominium, whose members shall be selected pursuant to the terms of Articles III and IV of the By-Laws and is also referred to from time to time herein as the "Board of Managers".

(k) "Condominium Documents" shall mean, collectively, the Declaration, the By-Laws (including the rules and Regulations) and the Floor Plans, all as amended from time to time

(l) "Irrevocably Restricted Area" shall be as defined in Section FIFTH hereof.

(m) "Managing Agent" shall mean a Person employed by the Condominium Board who undertakes to perform such duties and services as the Condominium Board shall direct and who shall have whatever powers the Condominium shall delegate, subject to the limitations contained in Articles III and IV of the By-Laws.

(n) "Person" shall mean any natural person, partnership, corporation, trust, estate, fiduciary, unincorporated association, syndicate, joint venture, Limited Partnership, organization, government or any department or agency thereof, or any other entity.

(o) "Rules and Regulations" shall mean the rules and regulations of the Condominium, adopted by the Condominium Board pursuant to the By-Laws, as amended, modified, deleted from or added to, from time to time, pursuant to the terms of the By-Laws, provided that they are not in conflict with the terms of the Condominium Act, the Declaration or the By-Laws.

(p) "Work" shall mean demolitions, alterations, installations, additions and improvements, repairs, replacements, substitutions, restorations and any other work performed in or to the Units or the Common Elements.

FOURTH: Community. The Declarant is converting on the parcel of land described above a Condominium Community known as 118 East 59th Street Condominium according to the plans filed simultaneously with the recording of this Declaration in the Office of the Register of the City of New York, New York County which Plans set forth a description of the building stating the number of stories and number of Units.

The Condominium will consist of twenty nine (29) Residential Units and one (1) Commercial Unit to be located in a building containing forty (40) floors and a basement/cellar and sub-cellar. The building is a reinforced cast-in-place concrete construction as set forth on the Floor Plans recorded simultaneously herewith. Each of the Units has access to each other Unit in the case of emergency, or to any other portion of the Condominium or to a street upon which the Condominium abuts by means of a walk or hallway. For the purposes of describing the location of the Building, approximate area, type and number or rooms of each Unit and the common elements to which each Unit has immediate access, each Unit is described as shown on Schedule B annexed hereto. Each Unit will be sold to one or more Owners, each Owner obtaining fee ownership, together with an undivided interest in the common elements of the Condominium as listed hereinafter in this Declaration and referred to as the 'common elements,' all of the above in accordance with Article 9-B of the Real Property Law of the State of New York. The designation of the number of rooms, interior partitions and kitchen and bathroom facilities may be changed by mutual consent of the Owner and the Unit Owner at the time of construction of the Unit.

The approximate dimensions of each Residential Unit consists of the area measured horizontally from the exterior side of the exterior walls to the interior partition side of the elevator walls to the interior partition side of the elevator, stairs and refuse flue. The area of the elevator lobby, refuse closet, exterior wall of the elevator and the area of each designated Storage Unit is included in the approximate total floor area of the Residential Unit. The total square footage exceeds the usable floor and includes structural column, shear wall, mechanical pipe shaft, shaft ways, chase ways, conduits and other common elements. Each Residential Unit is also measured vertically from the top of the concrete slab to the underside of the slab above.

Each Residential Unit will include a separate designated storage space (collectively the "Storage Units"), which are located in the sub-cellar of the Property. The Storage Units will be part of the appurtenant Residential Unit. The Storage Unit included with each Residential Unit will be designated with the same unit number as the appurtenant Residential Unit. For example, Residential Unit 10 will include Storage Unit 10.

The approximate dimensions of the Commercial Unit consists of the area measured horizontally from the exterior side of the exterior walls to the midpoint of the interior partition separating the Commercial Unit. The total square footage exceed the usable floor area and includes structural column, shear wall, mechanical pipes shaft, shaft ways, chase ways, conduits and other common elements.

Each Unit Owner hereby acknowledges that the square foot areas determined using the methodology set forth above, and as more particularly set forth in Schedule B hereof, would be different from that derived by using an alternative methodology of measuring from interior surfaces to interior surfaces (which would yield lesser actual useable floor area for each Unit). The stated method of measurement used is applicable to the Units as described above.

Each Unit includes (1) the front entrance door and any other entrance doors to such Unit;

(2) the interior walls, partitions and floor coverings and plastered ceilings affixed, attached or appurtenant to such Unit; (3) all equipment, appliances and fixtures (including, without limitation, heating and cooling equipment, plumbing facilities, sinks, bathtubs, water closets, refrigerators, ovens, ranges and dishwashers) affixed, attached, or appurtenant to such Unit and (v) all other Facilities affixed, attached, or appurtenant to such Unit and benefiting only that Unit. Any common element located within a Unit shall not be considered a part of such Unit.

Notwithstanding anything contained in this Article FOURTH to the contrary, each Unit Owner shall have the right, exercisable at any time, and from time to time, to install, at such Unit Owner's sole cost and expense, such decorations and fixtures and coverings (including without limitation, painting, finishing, wall papering, carpeting, pictures, mirrors, shelving an lighting fixtures) on the surfaces of the walls, ceilings and floors that face the interior of such Unit Owner's Unit and to a depth of one inch behind such surfaces for the purposes of installing nails, screws, bolts and the like, provided that no such installation shall impair the structural integrity of such Unit or of the Building.

The aforesaid Condominium has a total plot area of approximately 5,021 square feet.

FIFTH: (a) Common Elements. The Common Elements consist of all portions of the Property other than the Units, including, without limitation, the following:

1. The land on which the Building is erected and all other land within the boundaries of the Property;

2. All foundations, columns, girders, beams and supports;

3. All exterior walls of the Building;

4. Roofs, halls, corridors, lobbies (with the exception of individual Residential Unit elevator lobbies, which shall be part of the Unit), stairs, stairways and entrances to and exits from the Building, provided, however, that (i) the street level entrances to and exits from the Commercial Unit shall be limited common elements for the exclusive use of the Owner thereof and the Owner of any Units resulting from the subdivision thereof;

5. All utility or other pipes, ducts, wires, chutes, cables, conduits and materials located outside of the Units (excluding installations that have been or will be made by the Owner or tenants of the Commercial Unit for their exclusive use) and all other mechanical equipment spaces;

6. All tanks, pumps, motors, fans, compressors and control equipment (unless installed by the Owner or tenants of the Commercial Unit for their exclusive use);

7. All elevators, including, without limitation, the area of the elevator shaft, and all equipment used in connection with the elevators;

8. All other parts of the Property and all apparatus and Installations existing in the Building or on the Property for common use or necessary or convenient to the existence, maintenance or safety of the Property; and

9. In no event shall the Common Elements include the Air Rights, as hereinafter defined.

(b) Limited Common Elements. Certain portions of the common, elements are irrevocably restricted in use to specified Unit Owners, subject to the right of the Board of Managers to enter upon any restricted area for maintenance, repair or improvement of a Unit or common element and subject to the rules of the Board of Managers (see By-Laws, Article VIII). Any portion of the common elements which is not restricted in use may be used by any Unit Owner and is referred to as General Common Elements. Following are detailed descriptions of the limited common elements:

1. Commercial Limited Common Elements. The following portions of the common elements shall be limited common elements for the exclusive use of the Owner of the Commercial Unit(s) and are herein sometimes collectively referred to as the "Commercial Limited Common Elements":

(a) the street level entrances to and exits from the Commercial Unit(s);

(b) the equipment, facilities, and mechanical rooms serving only the Commercial Unit and all other apparatus, installations, systems equipment and facilities in the Building (including pipes, wire, ducts, vents, cables, conduits and lines) which will serve or benefit exclusively the Commercial Unit.

(c) if the Commercial Unit is subdivided, a dividing wall or walls shall be deemed limited common elements for the exclusive use of the Unit Owners whose Units are separated by such walls. All drains, vents, flues, condensate and refrigerant lines and other mechanical equipment shall be deemed limited common elements for the exclusive use of such Commercial Units and shall be maintained, repaired and replaced by the Commercial Unit Owners having the exclusive use thereof as their joint and several obligation.

The Commercial Limited Common Elements shall be maintained, repaired and replaced by the owner(s) of the Commercial Unit at its sole expense.

2. Residential Limited Common Elements: The following portions of the common elements shall be limited common elements for the exclusive use of the owners of the Residential Units and are herein, sometimes collectively referred to as the "Residential Limited Common Elements":

(a) the ground floor lobby;

(b) the corridors on the all floors where any common facilities and utility equipment is located;

(c) the entrance to and exit(s) from the Building (other than the entrance(s) to and exit(s) from the Commercial Unit);

(d) all other apparatus, installations, systems, equipment and facilities in the Building including pipes, wires, ducts, vents, cables, conduits and lines which will serve or benefit exclusively the Residential Units.

The percentage of the undivided interest in the common elements established herein shall not be changed for a Residential Unit except with the consent of all of the Residential Unit Owners affected expressed in a duly recorded amendment to this Declaration.

The undivided interest in the common elements shall not be separated from the Unit to which it appertains and shall be deemed conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

SIXTH: Alterations.

(a) Changes to the Commercial Unit. The Sponsor and/or Owner(s) of the Commercial Unit(s) shall have the right, without the consent of the Board of Managers, other Unit Owners or the holders of mortgages on Units to (a) make non-structural alterations, additions or improvements to the interior of the Commercial Unit; (b) subdivide the Commercial Unit into two (2) or more separate Units; and (c) alter or improve any Commercial Limited Common Elements; provided, however that in each instance the Commercial Unit Owner shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold the Board of Managers and all other Unit Owners harmless from any liability arising therefrom. The Commercial Unit Owner shall not make any alterations, additions or improvements to the façade, exterior walls or exterior portions of the Property without the prior written consent of the Board of Managers of the Condominium, which shall not be unreasonably withheld, delayed or conditioned. In addition, no alterations, additions or improvements whatsoever may be made to the structural elements of the Property. The restriction set forth in the preceding two (2) sentences shall not apply to the Sponsor. If the Commercial Unit is subdivided into separate Units, the owners thereof shall have the right, without the consent of the Board of Managers, other Unit Owners, or the holders or mortgages on Units, to apportion among the resulting Units their appurtenant interests in the Common Elements. In no case, however, may the total of such division or consolidation of the Commercial Unit by the Sponsor or Commercial Unit Owner result in a different percentage of Common Interest as existed on the date of the recording of the Declaration for the entire Commercial Unit.

Subject to the foregoing, nothing contained in this Declaration shall prohibit the division or consolidation of any Commercial Units and common interest appurtenant thereto, including but not limited to a change in the number of rooms. In no case, however may such division or consolidation result in a different percentage of common interest for the total of the new Commercial Units than existed for the total of the original Commercial Units before division or consolidation. An amendment to this Declaration authorized by this paragraph of Article SIXTH may be filed by the Sponsor or new Unit Owner(s) without any consent of the Board of Managers or any other Commercial Unit Owner provided the percentage of common interest of all other existing Commercial Units is not affected thereby.

If the number of rooms in an Unsold Commercial Unit is changed, or the size and/or number of Unsold Commercial Units is changed (whether as a result of a subdivision or combination of Unsold Commercial Units or alteration of boundary walls between Unsold Commercial Units, or otherwise) and the appurtenant percentage interest in the common elements is reapportioned as a result thereof, all in accordance with the provisions of this Article, then the Sponsor or its designee and the Commercial Unit Owners shall have the right to execute, or (on its request) to require any other Unit Owner or the Condominium Board of Managers to execute, and record in the Office of the Register of New York County, an amendment to this Declaration (together with such other documents as the Declarant or its designee or the Commercial Unit Owner(s) deems appropriate to effectuate the same) reflecting such change in the number of rooms in an Unsold Commercial Unit or in the size and/or number of Unsold Commercial Units (whether as a result of said subdivision, combination, alteration or otherwise) and the reapportionment of the percentage of interest in the common elements.

In the event Declarant or its designee or the Commercial Unit Owner(s) exercising its rights pursuant to this Article so request, the Board of Managers shall promptly amend the Declaration at the expense of the Declarant or its designee, to reflect any such alterations, additions, improvements, changes or reapportionments as provided by this Article SIXTH (a), and shall record such amendment in the Office of the Register of New York County.

All alterations, additions or improvements completed by a Commercial Unit Owner pursuant to this Article SIXTH (a) shall comply with the following: (i) any alterations, additions or improvements pursuant to this paragraph shall be done at the sole cost and expense of the Commercial Unit Owner and must comply with all applicable law; (ii) any such Commercial Unit Owner shall indemnify and hold harmless the Condominium for any damages whatsoever incurred in conjunction with such alterations, additions or improvements; (iii) prior to the commencement of any work, the Commercial Unit Owner shall obtain such insurance coverages in such amounts as the Board of Managers may reasonably require, including, without limitation, workers compensation and liability insurance; (iv) all such work shall be completed expeditiously and in good condition and free of any liens of any kind; and (v) the Commercial Unit Owner shall not then be in default hereunder after notice and the expiration of any applicable grace and notice period.

This Article Sixth (a) shall not be subject to amendment without the consent of the Owner or the then Owner(s) of the Commercial Unit(s).

(b) Changes to the Residential Units. A Residential Unit Owner can make any interior, non-structural alterations or improvements to his respective Residential Unit, he or she desires without obtaining the consent of the Condominium so long as such alterations or improvements do not affect the structural portions or exterior of the Building or any Common Elements. In the event such alterations or improvements affect the structural portions or soundness of the Building, the Residential Unit Owners must first obtain the written consent of the Board of Managers of the Condominium, which shall not be unreasonably withheld. No alterations or improvements may be made to the elevator lobby of the Residential Units without the prior approval of the Board of Managers. All alterations, additions or improvements completed by a Residential Unit Owner pursuant to this Article SIXTH (b) shall comply with the following: (i) any alterations, additions or improvements pursuant to this paragraph shall be done at the sole cost and expense of the Residential Unit Owner and must comply with all applicable law; (ii) any such Residential Unit Owner shall indemnify and hold harmless the Condominium for any damages whatsoever incurred in conjunction with such alterations, additions or improvements; (iii) prior to the commencement of any work, such Residential Unit Owner shall obtain such insurance coverages in such amounts as the Board of Managers may reasonably require, including, without limitation, workers compensation and liability insurance; (iv) all such work shall be completed expeditiously and in good condition and free of any liens of any kind; (v) the Residential Unit Owner shall not then be in default hereunder after notice and the expiration of any applicable grace and notice period; and (vi) the Residential Unit Owner shall pay the Condominium all reasonable expenses incurred in connection with obtaining its consent to any such alterations, including, without limitation, the cost of any professional(s) hired by the Condominium to review such application. In no event shall any Residential Unit Owner subdivide his or her Unit into more than one (1) Unit. The foregoing restriction shall not apply to the Declarant.

Notwithstanding the foregoing, the Board of Managers and/or Declarant may refuse to permit a Residential Unit Owner to perform alterations in a Residential Unit until such time as the Building has been completed and permanent or final certificate of occupancy ("FCO") have been obtained therefor. In addition, the Board of Managers and/or Declarant may refuse to permit a Residential Unit Owner to perform alterations in a Residential Unit in the event such work will compromise or inhibit the Declarant's efforts to obtain a FCO. In addition, in the event such alterations are permitted, the Board of Managers and/or Declarant may impose conditions and deadlines upon the planning, performing and completion of such work.

(c) Changes to Units Owned by Declarant. For any Unit owned by the Declarant, except to the extent prohibited by applicable law, the Declarant shall have the right, without the consent or approval of the Condominium Board, the Unit Owners, the Managing Agent, the Mortgagees of record, if any, to:

1. perform Work, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to, and upon the Unit;

2. change the layout of or number of rooms in any Unit;

3. change the size and/or number of Units by (a) subdividing one or more Units into two or more separate Units, (b) combining two or more separate Units (including, without limitation, those resulting from such subdivision or otherwise) into one or more Units, (c) altering the boundary walls of any Units, or (d) otherwise; and

4. if appropriate, reapportion among such Units affected by such change in size or number, subdivision, combination or alteration pursuant to the preceding clause (3) their respective Common Interests;

provided, however, that, with respect to any alteration, addition, improvement or change in a Unit:

(i) no physical modification shall be made to any other Unit not owned by the Declarant, and the Common Interest or interior dimensions of any such other Unit shall not be changed by reason thereof, unless the Unit Owner of such affected Unit consents thereto;

(a) the Declarant shall comply with the Applicable Law;

(b) the Declarant agrees to hold the Condominium Board and all other Unit Owners harmless from any claims arising therefrom; and

(c) such alteration, addition, improvement or change shall not jeopardize the soundness or structural integrity of any part of the Building or the safety of any tenant or other persons at the Property.

Notwithstanding the foregoing, however, the aggregate amounts of the Common Interests of all the Units shall always remain at one hundred percent (100%), and no reapportionment of the Common Interest appurtenant to any of the Declarant's Units shall be made unless there is first delivered to the Condominium Board a written certification stating that the new Common Interest of the affected Unit or Units has been based upon the factors required, and in compliance with, Applicable Law. The certification referred to in the preceding sentence shall be delivered, at Declarant's election, by the Declarant, the Managing Agent, or any other Person reasonably acceptable to the Condominium Board. If the change in the Declarant's Units reapportions among newly created Units, their respective Common Interests, then the Condominium Board, at the sole expense of the Declarant, shall promptly file an amendment to the Declaration reflecting such change. Notwithstanding anything to the contrary in Article ELEVENTH, the provisions of this Article SIXTH (b) shall control where inconsistent with provisions of Article ELEVENTH. The provisions of this Article SIXTH (b) may not be added to, amended, modified or deleted without

prior written consent of the Declarant.

In the event any Commercial Unit (or any Residential Unit owned by the Declarant) is subdivided into two or more Units in accordance with the foregoing provisions of this Article, all newly established Units, as well as the Unit Owners, tenants and occupants thereof, shall be subject to and bound by, and shall comply with, the provisions of this Declaration, the By-Laws and the rules and Regulations, as they may be amended from time to time.

The signatures of the Condominium Board or any other Unit Owner shall not be required on any application or other document necessary or convenient to the exercise by the Declarant of any of its rights or powers under this Article SIXTH (b), including but not limited to any application or document required by the Department of Buildings, the Real Property Assessment Bureau of the City of New York or any other governmental agency in connection with an amendment to the certificate of occupancy of the building or the establishment of separate tax lots for any newly created Units and reapportionment of assessed valuation by reason thereof.

SEVENTH: Easements. (a) All pipes, wires, conduits and public utility lines located within each Unit shall be owned by such Unit Owner. Any portion of such pipes, wires, conduits and public utility lines located in the common elements will be owned in common by the Unit Owners: Every Unit Owner shall have an easement in common with the owners of other Units to maintain and use all pipes, wires, conduits and public utility lines located in other Units and servicing such Unit Owner's Unit. Each Unit shall be subject to an easement in favor of the Unit Owners of other Units to maintain and use the pipes, wires, conduits and public utility lines servicing such other Units and located in such Unit. The Board of Managers shall have a right of access to each Unit for maintenance, repair or improvements to any pipes, wires, conduits and public utility lines located in any Unit and any other Unit. The cost of such repairs shall be a common expense. The Board of Managers shall have a right of access to all common elements for maintenance, repair or improvement whether such common elements are restricted or not.

(b) Subject to the terms of the By-Laws and the Rules and Regulations, the Declarant, the Unit Owners, all other permitted tenants and occupants of the Building, the Managing Agent, the Condominium Board and all directors, officers, shareholders, partners, employees, agents, guests, beneficiaries, invitees and licensees of the foregoing, shall have, in common with all the others, an easement for ingress and egress through, as well as for the use and enjoyment of, all the Common Elements, and the common elements shall be subject to such easement. Notwithstanding the foregoing, however, no Person shall use or enjoy the 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.

(c) Each Unit Owner whose Unit has one or more appurtenant Limited Common Elements, as indicated in Article Fifth, (b) 2 (f) hereof, will have an exclusive easement for the use thereof.

(d) Notwithstanding anything to the contrary contained in Section (b) hereof, the Declarant and its successors, assignees, invitees, licensees, contractors, employees, agents and tenants shall have easement in, over, under, through and upon the Common Elements for the use thereof, without being subject to any fee or charge, for all purposes and activities in connection with the sale or renting of the Declarant's Units and shall have the right to use any one or more of such Units as sales, rental and/or management offices and/or as model units. Such Units shall remain Units within the meaning of this Declaration, the By-Laws and the Condominium Act, and shall not comprise a part of the Common Elements. In addition, the Declarant reserves the right, to the extent permitted by Applicable law, to use one or more portions of the Common Elements, as designated by the Declarant in its sole discretion, for sales, rental or display purposes, including, without limitation, the right to place "for sale", "for rent", and other signs and promotional materials, of such size and content as the Declarant shall determine, in, on, about and adjacent to the Building (including on the exterior walls thereof) and the Property.

(e) The Owner(s) of the Commercial Unit(s) and any Unit resulting from the subdivision of the Commercial Unit(s) shall have easements for (i) the installation maintenance, repair and replacement of signs, flues, vents, air-conditioning, heating, ventilation, water and other mechanical lines and fixtures and equipment on the exterior walls, the roof and through the common elements of the Building, and in, through under and over any Commercial Unit and any Unit resulting from the subdivision of the Commercial Unit(s); (ii) through the common elements of the Building for access to the roof for the purpose of installing, repairing, maintaining and replacing any fixtures and equipment now or hereafter located on the roof, provided, however, that except in the case of an emergency, the right of access may be exercised only after prior notice to the Board of Managers. The Commercial Unit(s) and any Unit resulting from the subdivision of the Commercial Unit(s) shall be subject to easements in favor of any other Unit(s) and any, Unit resulting from the subdivision of the Commercial Unit(s) for the installation, maintenance, repair and replacement of gas, electricity, heating, air-conditioning, ventilating and water and other mechanical lines and fixtures and equipment serving the Commercial Unit(s) and any Unit resulting from the subdivision of the Commercial Unit(s). The Owner and tenants of the Commercial Unit(s) shall have the right at their sole expense to install separate heating systems for the Commercial Unit(s) and any Unit resulting from the subdivision of the Commercial Unit and an easement is herewith granted in, over, under and through the basement of the Building for the installation, maintenance, repair and replacement of the heating systems and all necessary pipes lines, conduits, ducts water lines and flues in connection therewith if such right is exercised and (iii) for access to any equipment that services the Commercial Unit and which is located in the Residential portion of the Building or the Residential Limited Common Elements and (iv) to erect, maintain and replace one or more signs on the property permitted by law for the purpose of advertising the operation of any business conducted therein. Any such signs shall be of reasonable size and shall not be located so as to unduly disturb the aesthetics of the Building.

(f) The Residential Unit Owners shall have an easement for access through the basement to the meter room and any other machinery which services the entire building or the Residential Units.

(g) The Board of Managers and Owner(s) of a Residential Unit shall have an easement to maintain and use all pipes, wires, conduits, meters and public utility lines located in the Commercial Unit and servicing any of the Residential Units or the residential portion of the Building.

(h) The Board of Managers and the Owner of the Commercial Unit shall have an easement to maintain and use all pipes, wires, conduits, meters and public utility lines located in any of the Residential Units and servicing the Commercial Unit or the commercial portion of the Building.

(i) The Declarant, its successors, assigns, and purchasers, reserves the easements, licenses, rights and privileges of a right-of-way in, through, over, under and across the common elements of the Condominium for the purpose of completing any rehabilitation or renovation to the Building and for sale of Units and facilities in the Condominium and, towards this end, reserves the right to grant and reserve easements and rights-of-way in, through, under, over and across the common elements for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television and other utilities and for any other materials or services necessary for the completion of the work. The Declarant, its successors, assigns, and purchasers, also reserve the right to connect with and make use of any utility lines, wires, pipes, conduits, cable television, sewers and drainage lines which may from time to time be in or along any of the common elements. This paragraph shall not be amended without the consent of the Declarant.

EIGHTH: Service of Process. Service of process on the Unit Owners in any action with relation to the common elements shall be made upon the Board of Managers of 118 East 59th Street Condominium c/o 175 East Shore Road, Great Neck, NY 11023 or at such other address as shall be designated by the then managing agent.

NINTH: Common Interest. Each Unit Owner shall have such percentage interest in the common elements as is set forth on Schedule B attached hereto and shall bear such percentage of the common expenses of the Condominium except as otherwise described herein in reference to the Limited Common Elements. Each Unit Owner shall have one vote for all voting purposes at any meeting of the Unit Owners. The percentage of interest of each Unit in the common elements has been based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of common elements for exclusive or shared use, and the overall dimensions of the particular Unit.

TENTH: Administration. The administration of the Condominium, the Community and parcel of land described herein shall be in accordance with the provisions of this Declaration and with the provisions of the By-Laws which are made a part of this Declaration and are attached hereto as Schedule "C".

ELEVENTH. Amendments and Withdrawal.

(a) The dedication of the property to Condominium ownership herein shall not be revoked or the property withdrawn from Condominium ownership unless 80% of the Unit Owners in number and in common interest and the first mortgagees, if any, of each of these same Units agree to such revocation or removal of the property from the Plan by duly recorded instruments.

(b) The provisions of this Declaration may be modified or amended by an instrument executed by the Board of Managers upon an affirmative vote of 66.67% of the Unit Owners in number and in common interest held at a duly called meeting of the Unit Owners, provided however, that:

(i) No amendment shall change any Condominium parcel, nor a Unit Owner's proportionate share of the common charges, nor the voting rights appurtenant to any unit, unless all of the record Owner(s) in number and common interest thereof and the first mortgagees, if any, of each of these same Unit agree to such revocation by recorded instrument, except as provided in Article Eleventh Section (d) hereof.

(ii) No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgagees.

(iii) No amendment to the Declaration shall affect the Limited Common Elements appurtenant to a Unit(s) without the written consent of the specific Unit Owner(s) affected thereby.

(iv) No amendment to the Declaration shall affect the Limited Common Elements appurtenant to the Residential Units without the written consent of 66.67% in number of the Residential Unit Owners.

(v) No amendment to the Declaration shall affect the Residential Limited Common Elements set forth in Sections FIFTH (b)(2)(f) without the written consent of the Residential Unit Owners affected thereby.

There shall be a presumption for a period of 60 calendar days subsequent to the recording of the amendment that the vote of the Unit Owners was made at a duly called meeting and that the requisite voting percentage was obtained. After the 60 calendar day period such presumption will be deemed conclusive.

(c) Notwithstanding anything contained in the Condominium Documents to the contrary, but subject to any limitation imposed by the Condominium Act, no amendment to the

Condominium Documents shall be adopted for so long as the Declarant owns any Unit if it would (a) unreasonably interfere with the sale, lease or other disposition of a Unit owned by the Declarant, (b) abridge, modify, suspend, eliminate or otherwise affect any right, power, easement, privilege or benefit reserved to the Declarant; or (c) impose any charge or fee against the Declarant.

(d) The Declarant, its successors and assigns shall have the right without vote or consent of the Unit Owners, the Board of Managers or the holders of Unit mortgages to execute or (on its request) to require the Board of Managers to execute and record in the Register's Office of the City of New York, New York County and elsewhere if required by law, an amendment or amendments to this Declaration (together with such other documents, plan and maps as may be required to effectuate the same) to reflect that the certification by a registered architect or professional engineer, certifying that the floor plans filed as part of an amended Declaration are an accurate copy of portions of the plans of the Building and fully and fairly depict the layout, location, designation and approximate dimensions of the Units as-built or (ii) utility easements or (iii) to assign storage areas, if any, as limited common elements or (iv) technical corrections to the Declaration to conform to other documents including but not limited to the as-built plans and the Offering Plan or (v) to effectuate permissible changes in unsold Units.

(e) The Declarant or his designee and any Owner of the Commercial Unit (or of any Unit resulting from the subdivision of the Commercial Unit) shall have the right, without vote or consent of other Unit Owners or the Board of Managers or the holders of Unit mortgages, to execute or (on its request) to require the Board of Managers to execute and record in the Office of the New York City Register, New York County, and elsewhere if required by law an amendment or amendments to this Declaration (together with such other documents, plans and maps as may be required to effectuate the same) to reflect any changes in Units and the reapportionment of the common elements resulting therefrom made by the Owner or his designee or any Owner of the Commercial Unit(s) in accordance with Article Sixth hereof. All expenses in connection with the preparation, recordation and filing of any such amendment shall be paid by the Owner or his designee or the then owner of the Commercial Unit(s).

(f) Any amendment to this Declaration shall not take effect until it is recorded in the office of the Register of the City of New York, New York County.

(g) The Declaration may not be altered, amended or repealed in such a manner as would adversely affect the Declarant, its successors, assigns or designees without the written consent of the Declarant, its successors, assigns or designees.

Irrespective of any other provision of this Declaration, no action for partition or division of the common elements shall be brought nor shall this plan of Condominium ownership be terminated where such partition, division or termination will result in a violation of the then existing local zoning and building laws and codes.

TWELFTH: Subject to Declaration, By-Laws, etc. All present or future Unit Owners,

tenants, future tenants, or any other person that might use the facilities of the Community in any manner, are subject to the provisions of this Declaration, the By-Laws and Rules and Regulations of the Condominium and the mere acquisition or rental of any of the Units of the Community or the mere act of occupancy of any of said Units shall signify that the provisions of this Declaration, By-Laws and Rules and Regulations of the Condominium are accepted and ratified and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease thereof.

THIRTEENTH: Common Charges. All sums assessed as common charges by the Board of Managers of the Condominium but unpaid together with the maximum interest permitted in New York thereon, chargeable to any Unit Owner shall constitute a lien on his Unit prior to all other liens except: (a) tax or assessment liens on the Unit by the taxing subdivisions of any governmental authority, including but not limited to State, City, County, Town, and School District taxing agencies; and (b) all sums unpaid on any first mortgage of record encumbering any Unit. Such lien may be foreclosed when past due in accordance with the laws of the State of New York, by the Condominium, in like manner as a mortgage on real property, and the Condominium shall also have the right to recover all costs incurred including reasonable attorney's fees (but such right shall not be a lien against the Unit), In the event the proceeds of the foreclosure sale are not sufficient to pay such unpaid common charges, the unpaid balance shall be charged to all Unit Owners as a common expense. However, where the holder of an institutional mortgage of record, or other purchaser of a Unit at a foreclosure sale of an institutional mortgage, obtains title to the Unit as a result of foreclosure, or the institutional mortgage holder obtains title by conveyance in lieu of foreclosure, such acquirer of title, his successors or assigns, shall not be liable and the Unit shall not be subject to a lien for the payment of common charges chargeable to such Unit which were assessed and became due prior to the acquisition of title to such Unit by such acquirer. In such event, the unpaid balance of common charges will be charged to all other Unit Owners as a common expense. The term "institutional mortgage" herein used shall mean a first mortgage granted by a bank, savings and loan association, life insurance company, pension fund, trust company or other institutional lender or a mortgage granted by the Owner to a purchaser of a Unit or in which the Owner participates with one of the above.

Every Unit Owner shall pay the common charges assessed against him when due and no Unit Owner may exempt himself from liability for the payment of the common charges assessed against him by waiver of the use or enjoyment of any of the common elements or by the abandonment of his Unit. However, no Unit owner shall be liable for the payment of any common charges accruing subsequent to a sale, transfer or other conveyance by him of such Unit made in accordance with Section 339-x of the Real Property Law or in accordance with the provisions of this Declaration and the By-Laws.

Anything herein to the contrary notwithstanding, the Board of Managers of the Condominium, are hereby authorized pursuant to Real Property Law § 339-m, to specially allocate and apportion, among the Commercial Units and Residential Units, the common profits and

expenses of the Building, including, without limitation, the payment of common charges, in a manner different than the respective percentage interest in common elements of such Units, based upon the special or exclusive use or availability or exclusive control of particular units or common areas by particular unit owners.

FOURTEENTH. Units Acquired by the Board. In the event any Unit Owner shall convey his Unit to the Board of Managers in accordance with Section 339-x of the Real Property Law or in the event the Board of Managers shall purchase any Unit at a foreclosure sale in accordance with Article XI of the By-Laws, title to such Unit or the rights to the lease of such Unit shall be held by the Board of Managers or its designee on behalf of all of the other Unit Owners.

In order to carry out the provisions of this paragraph each Unit Owner shall, upon becoming such, grant an irrevocable power of attorney, coupled with an interest to the Board of Managers and their successors to acquire title or lease any such Unit under whatever terms the Board may in its sole discretion deem proper and to sell, lease, sublease, mortgage, vote or otherwise deal with such Unit under such terms as the Board in its sole discretion shall deem proper.

FIFTEENTH: Encroachments. The Unit Owners agree that if any portion of a Unit or the common elements (whether restricted in use to an individual Unit Owner or not) encroaches upon another or shall hereinafter encroach upon another as a result of original construction or settling of the Building, a valid easement for the encroachment and the maintenance of the same, so long as it stands, shall and does exist. In the event the Building is partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings and is rebuilt the Unit Owners agree that encroachments of any portion of the Unit or the common elements as aforedescribed due to construction, shall be permitted, and that a valid easement for said encroachment and the maintenance thereof shall exist so long as the Building or reconstructed Building shall stand.

SIXTEENTH: Unit Ownership. Upon the closing of title to a Unit, a purchaser shall automatically become a Unit Owner in the Condominium and shall remain such until such time as he ceases to own the Unit for any reason.

SEVENTEENTH: Conveyance of a Unit. In any conveyance of a Unit, either by voluntary instrument, operation of law or judicial proceeding in accordance with this Declaration or the By-Laws, the Grantee of the Unit shall be jointly and severally liable with the Grantor for any unpaid common charges against the latter assessed and due up to the time of the grant or conveyance without prejudice to the Grantee's right to recover from the Grantor the amounts paid by the Grantee therefor. Any such Grantee shall be entitled to a statement from the Board of Managers setting forth the amount of the unpaid common charge against the Grantor and such Grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for any unpaid common charge against the Grantor in excess of the amount set forth in such statement. Grantee as used herein shall not include either the holder of an institutional mortgage of record or other purchaser of a Unit at a foreclosure sale of an institutional mortgage.

EIGHTEENTH: Covenants and Restrictions. The use of the Unit by the Unit Owner or other occupant shall be subject to the rules, regulations and provisions of this Declaration, the By-Laws and Rules and Regulations of the Board of Managers and the following covenants and restrictions:

(a) The Unit and area restricted to the Unit Owner's use shall be maintained in good repair and overall appearance.

(b) No alteration to the exterior of the Residential Unit or any part of the General Common Elements or Residential Limited Common Elements may be made without the written consent of the Board of Managers. No alterations to the inside of a Unit which are structural, or which would inhibit access to the Building or the common elements, or which would have a material adverse effect on the use or enjoyment of the Building or other Unit Owners may be made without the written consent of the Board of Managers. Consent may be requested by mailing a letter, certified mail, return receipt requested to the Management Agent, if any, or to the President of the Board of Managers, if no Management Agent is employed. The Board of Managers shall have the obligation to answer within sixty days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration. All work done pursuant to this Section must be done in accordance with all applicable rules, regulations, permits and zoning ordinances of any governmental agencies having jurisdiction thereof. All necessary approvals must be obtained and submitted to the Board of Managers upon submission of the written request for consent to do the work to the Board of Managers. The provisions of this paragraph shall not apply to Owner.

(c) No alterations to the exterior walls or the facades of the Commercial Unit(s) or the Commercial Limited Common Elements may be made by the Commercial Unit Owner without the written consent of the Board of Managers.

(d) Any interior alterations or improvements made to a Unit shall be made in accordance with all applicable rules, regulations, permits and zoning ordinances of any governmental agencies having jurisdiction thereof.

(e) Any Unit Owner who mortgages his Unit shall notify the Board of Managers providing the name and address of his mortgagee.

(f) The Board of Managers shall, at the request of the mortgage of the Unit, report any unpaid common charges due from the Unit Owner of such Unit.

(g) No nuisances shall be allowed upon the property nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents.

(h) No immoral, improper, offensive or unlawful use shall be made of the property nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

(i) Regulations promulgated by the Board of Managers concerning the use of the property shall be observed by the Unit Owners, provided, however, that copies of such regulations are furnished to each Unit Owner prior to the time the said regulations become effective.

(j) The Declarant, her successors or assigns shall have the right without the consent of the Board of Managers, other Unit Owners or their mortgagees, to (i) make alterations, additions or improvements, structural and non-structural, ordinary and extraordinary, interior and exterior, in, to and upon any Unit owned by it; (ii) change the layout or number or rooms in such Unit; (iii) change the size and/or number of such Units by subdividing a Unit, combining separate Units (including those resulting from such sub-division or otherwise) into one or more Units, altering the boundary walls between Units or otherwise and (iv) reapportion among the Units affected by such change their appurtenant interests in the Common Elements, provided, however, that the Declarant or his designee shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall hold the Board of Managers and all other Unit Owners harmless from any liability arising therefrom. The provisions of this subparagraph (j) may not be amended or modified without the written consent of the Declarant.

(k) The common charges shall be paid when due.

NINETEENTH: Power of Attorney to the Declarant. Each Unit Owner, by acceptance of a deed or otherwise succeeding to title to a Unit, shall be deemed to have irrevocably nominated, constituted and appointed as such Unit Owner's attorney-in-fact, coupled with an interest and with power of substitution:

1. The Declarant, to amend the Condominium documents pursuant to the terms of Articles SIXTH (Alterations), ELEVENTH (Amendments and Withdrawal) and TWENTY THIRD (Air Rights) hereof; and

2. The Persons who shall from time to time constitute the Condominium Board, jointly to:

(a) acquire or lease any Unit, together with is Common Interest, appurtenant thereto (i) whose Unit Owner desires to sell, convey, transfer, assign, lease or surrender such Unit, or (ii) that becomes the subject of a foreclosure or other similar sale, in the name of condominium board or its designee, corporate or otherwise, on behalf of all Unit Owners;

(b) convey, sell, lease, mortgage or otherwise deal with (but not to vote the Common Interest appurtenant to) any Unit so acquired or to sublease any Unit so leased; and

(c) execute, acknowledge and deliver (i) any declaration or other instrument affecting the Condominium that the Condominium Board deems necessary or appropriate to comply with any Applicable Law in respect of the maintenance, demolition, construction, alternation, repair, restoration or other Work in or to the Condominium, or (ii) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Condominium or the Common Elements that the Condominium Board deems necessary or appropriate.

B. In confirmation of the foregoing power of attorney, each Unit Owner, upon the request of either the Declarant or the condominium Board, shall duly execute, acknowledge and deliver to the requesting party, for recording in the Register's Office, a Unit Owner's Power of Attorney substantially in the form set forth in Schedule "D" to this Declaration.

TWENTIETH: Covenant of Further Assurances.

(a) General. Any Person subject to terms of the Condominium Documents, whether such Person is a Unit Owner, a tenant or subtenant of a Unit Owner, an occupant of a Unit, a member of the condominium board, an officer of the condominium, or otherwise, shall, at the expense of any other Person so requesting, execute, acknowledge and deliver to such other Person such instruments, in addition to those specifically provided for in the Condominium Documents, and take such other action as such other Person may reasonably request in order either to effectuate the provisions of the Condominium Documents or any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

(b) Failure to Deliver or Act.

1. If any Unit Owner or other Person subject to the terms of the Condominium Documents fails to execute, acknowledge or deliver any instrument, or fails or refuses, within ten (10) calendar days after request therefor, to take any action that such Unit owner or Person is required to execute, acknowledge and deliver or to take pursuant to the Condominium Documents, then the Condominium Board is hereby authorized, as attorney-in-fact for such Unit Owner or other Person, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such other action, in the name of such Unit Owner or other Person, and such document or action shall be binding on such Unit Owner or other Person.

2. If the Condominium Board, any Unit Owner or other Person subject to the terms of the Condominium Documents fails to execute, acknowledge or deliver any instrument, or fails or refuses, within ten (10) days after request therefor, to take any action that the Condominium Board, such Unit Owner or Person is required to execute, acknowledge and deliver or to take pursuant to the Condominium Documents at the request of the Declarant, then the Declarant is hereby authorized, as attorney-in-fact for the Condominium Board, such Unit Owner or other Person, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take

such action, in the name of the Condominium Board, such Unit Owner or other Person, and such document or action shall be binding on the Condominium Board, such Unit Owner or other Person, as the case may be.

TWENTY FIRST: Covenants to Run With the Land.

(a) All provisions of this Declaration, the By-Laws and the Rules and Regulations, including, without limitation, the provisions of this Article TWENTY-FIRST shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the land and with every part thereof and interest therein, and all of the provisions thereof shall be binding upon, and shall inure to the benefit of, the owner of all or any part thereof, or interest therein, and his heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create, nor shall they be construed as creating, any rights in, or for the benefit of, the general public.

(b) All present and future Unit Owners, tenants, subtenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the By-Laws and the Rules and Regulations, all as may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the By-laws and the Rules and Regulations, all as may be amended from time to time, are accepted and ratified by such Unit Owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any Person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

TWENTY SECOND: Use of Building and Units.

(a) Each of the Residential Units in the Building shall be used as a residence only. Each Residential Unit Owner will have the exclusive right to use and occupy his or her Storage Unit for storage of the respective Residential Unit Owner's personal items and for no other purpose. In no event shall the Storage Unit be used for the storage of any (i) animals or food, (ii) inflammable, combustible, explosive or other dangerous items or (iii) items which have an objectionable odor or which may spoil or decay.

(b) The Commercial Unit(s) and any units resulting from the subdivision thereof may be used for commercial and professional purposes or for any other lawful purpose permitted under the applicable zoning of the City of New York. Notwithstanding the foregoing, the Commercial Unit may only be used and occupied subject to the following:

(A) The Commercial Unit Owner shall not use or permit the use of the Commercial Unit or any part thereof in any way which would violate any of the covenants, agreements, terms, provisions and conditions of the Declaration, for any unlawful purposes, in any unlawful manner

or in violation of the Certificate of Occupancy for the Building. The Commercial Unit Owner shall not suffer or permit the Commercial Unit or any part thereof to be used in any manner or anything to be done therein or anything to be brought into or kept therein which, in the reasonable judgment of Board of Managers, shall in any way impair or tend to impair the character, reputation or appearance of the Building as a first class luxury residential condominium building, impair or interfere with or tend to impair or interfere with any of the Building's services or impair or interfere with or tend to impair or interfere with the use of any of the other areas of the Building by, or occasion discomfort, inconvenience or annoyance to, any of the Residential Unit Owners or occupants of the Building.

(B) The sale or display of pornographic materials including, without limitation, books, photographs, magazines, and movies are specifically prohibited from any portion of the Commercial Unit. The determination of whether any material shall constitute pornographic material shall rest solely in Board of Manager's sole discretion.

(C) The Commercial Unit Owner shall not install any electrical or other equipment of any kind which, in the reasonable judgment of the Board of Managers, might cause any such impairment, interference, discomfort, inconvenience or annoyance.

(D) The Commercial Unit Owner, and any tenant, subtenant, licensee or occupant of the Commercial Unit, shall not use, or permit the use of the Commercial Unit or any part thereof, for any of the following purposes: as a restaurant; any use which requires the Commercial Unit to be vented to comply with any applicable law (i.e. no stove, oven or other cooking equipment shall be installed at the Commercial Unit if same requires the Commercial Unit to be vented to comply with any Applicable Law); a supermarket; or a bar. Provided, however, that nothing contained herein shall prohibit (i) the sale of confectionery, beverages, sandwiches, soup, salads, ice cream or baked goods, not prepared or produced at the Commercial Unit; (ii) the retail sale of prepared foods re-heated by non-vented heating equipment such as a microwave oven; (iii) the retail sale of coffee, tea and other hot beverages prepared at the Commercial Unit with non-venting heating equipment, subject to the foregoing; and (iv) the non-commercial service of coffee, tea, beverages and snacks to employees, guests, customers, business-invitees and clients of the Commercial Unit Owner and any tenant, subtenant, licensee or occupant of the Commercial Unit.

(E) Notwithstanding anything to the contrary contained in the Declaration, the following uses (each a "Prohibited Use") shall under no circumstances be permitted: (1) any use which produces noise or sound that is in violation of applicable law or regulations; (2) any use which produces noxious, toxic, caustic or corrosive fuel or gas; (3) any use which produces fire, explosion or other damaging or dangerous hazard (including the storage, display or sale of explosives or fireworks or hazardous materials); (4) any establishment selling or exhibiting pornographic materials; (5) a massage parlor, or the business of "adult" materials, including, without limitation, magazines, books, movies, videos, and photographs; (6) any business offering strip shows or "adult" live entertainment of any kind; (7) pawn shop; (8) flea market; (9) carnival, amusement park or circus; (10) casino, gaming hall, off-track betting facility, or

other gambling operation or facility; or (11) any illegal activity or any activity constituting a nuisance.

(F) The Commercial Unit Owner shall use, occupy, operate and maintain the Commercial Unit throughout the term as a retail establishment, in a reputable manner consistent with the standards of the Building, in a manner that will not detract from the character, appearance or dignity of the Building as a first class luxury residential condominium building, in accordance with all applicable law and the provisions of the Declaration. The Commercial Unit Owner shall not use or occupy or suffer the use or occupancy of any part of the Commercial Unit in a manner constituting a Prohibited Use. If Commercial Unit Owner uses or suffers the use of the Premises for a purpose which constitutes a Prohibited Use, violates any legal requirements or causes the Building to be in violation of any legal requirements, then Commercial Unit Owner shall promptly discontinue such use upon notice of such violation.

(G) At all times, (i) the business to be conducted at, through and from the Commercial Unit and the kind and quality of the merchandise and services offered in the conduct thereof shall be reputable in every respect, and shall be only such as are in keeping with the standards for the Building, (ii) the sales methods employed in said business, as well as other elements of merchandising, display and advertising, shall be in conformity with standards for the Building as a first class luxury residential condominium building and (iii) the appearance of the Commercial Unit (including the lighting and other appurtenances thereto), and the appearance, number, location, nature and subject matter of all displays and exhibits placed or installed in or about the Commercial Unit, shall at all times be consistent with the standards for the Building.

(H) The Commercial Unit Owner, and any tenant, subtenant, licensee or occupant of the Commercial Unit, shall not use, or permit to be used, any sound broadcasting or amplifying device which can be experienced or heard outside of the Commercial Unit. If at any time, the occupants of the Property complain of excessive noise, excessive vibration or other unreasonable disturbance from the Commercial Unit, or obnoxious fumes odors or gases emitted or emanating from the Commercial Unit, the Commercial Unit Owner shall immediately take such steps as required under the circumstances to cease such disturbance, emission or emanation. If such steps are insufficient, the Commercial Unit Owner shall be required to cease the activity causing such disturbance, emission or emanation upon the Commercial Unit Owner's receipt of written notice from the Condominium Board, and the Commercial Unit Owner shall eliminate from the Commercial Unit all obnoxious fumes, odors or gases created by the Commercial Unit Owner, and/or its tenants, subtenants, licensees and occupants, and all such fumes, odors or gases shall be prevented completely from entering any portion of the Property. Without limitation of the foregoing, in the event of any excessive noise or other nuisance emanating from the Commercial Unit, the Commercial Unit Owner, at its sole cost and expense, upon demand from the Board of Managers, shall install such noise reduction and other corrective and remedial regimes as the Board of Managers, in its reasonable discretion shall require.

(I) The Commercial Unit Owner, and any tenant, subtenant, licensee or occupant of the

Commercial Unit, shall not use, or permit the use of the Commercial Unit or any part thereof, for any use (i) which would include sidewalk activity, other than deliveries in the ordinary course of the business of the occupants of the Commercial Unit; (ii) which would require a loading dock; or (iii) involving hazardous materials, other than *de minimus* amounts of hazardous materials customarily used in retail operations, such as cleaning materials and toner, so long as such materials are used, disposed of and stored in compliance with applicable laws and regulations. In addition, in no event shall the Commercial Unit Owner and any tenant, subtenant, licensee or occupant of the Commercial Unit, utilize (i) any part of the residential portions of the Building; (ii) any of the services provided to the Residential Units, including, without limitation, the concierge and doorman staff; or (iii) have any deliveries to the Commercial Unit be made through the residential portions of the Building.

TWENTY THIRD: Air Rights. Excluded from the Property are that portion of the unused floor area development rights that are now owned, subsequently acquired or that may become available under the Zoning Resolution of the City of New York (the "Air Rights") which shall be initially retained by Declarant, but which Air Rights, may be utilized by the Declarant or any party acquiring the same from the Declarant (the "Air Rights Purchaser") and merged into a zoning lot pursuant to the terms of a zoning lot development agreement or similar agreement or instrument (a "ZLDA").

TWENTY FOURTH: Invalidity. Invalidation of any of the covenants, limitations or provisions of the Declaration by judgment or court order shall in no wise affect any of the remaining part or parts hereof, and the same shall continue in full force and effect.

TWENTY FIFTH: Successors and Assigns. The rights and obligations of Declarant as set forth herein and in the By-Laws shall inure to the benefit of and be binding upon any successor, assign or designee of Declarant or, with Declarant's consent any transferee of all their Unsold Units. Subject to the foregoing, Declarant may at any time assign or transfer its interests herein, whether by merger, consolidation, lease, agreement or otherwise.

TWENTY SIXTH: 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.

TWENTY SEVENTH: Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

TWENTY EIGHTH: Gender. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular gender shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

[End of Page; Signatures on Following Page]

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed this ___ day of _____, 2017.

118 EAST 59TH STREET REALTY LLC

By: _____

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

On the___ day of _____, in the year _____, before me, the undersigned, a Notary Public in and said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

SCHEDULE A
TO
DECLARATION OF CONDOMINIUM
118 EAST 59TH STREET CONDOMINIUM

METES AND BOUNDS DESCRIPTION

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of 59th Street, distant 165 feet westerly from the corner formed by the intersection of the southerly side of 59th Street with the westerly side of Lexington Avenue;

RUNNING THENCE southerly at right angles to 59th Street, 100 feet 5 inches to the center line of the block;

THENCE westerly parallel with 59th Street and along the center line of the block 50 feet;

THENCE northerly at right angles with the southerly side of 59th Street and for part of the distance through a party wall, 100 feet to the southerly side of 59th Street;

THENCE easterly along the southerly side of 59th Street, 50 feet to the point or place of BEGINNING.

SCHEDULE B
TO THE
DECLARATION OF CONDOMINIUM
OF
118 EAST 59TH STREET CONDOMINIUM

Tax Lot Location	Number of Elements	Percentage Interest in Common Area	Approx. Sq. Ft.	Common Elements To Which Unit Has Immediate Access	Unit Number	Rooms

(TO BE COMPLETED PRIOR TO RECORDING OF
DECLARATION OF CONDOMINIUM)

Exhibit "G"

Condominium By-laws

BY-LAWS

OF

118 EAST 59TH STREET CONDOMINIUM

Attorney for the Sponsor
Goldberg Weprin Finkel Goldstein LLP
1501 Broadway, 22nd Floor
New York, New York 10036

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BY-LAWS

OF

118 EAST 59TH STREET CONDOMINIUM

ARTICLE I. PLAN OF CONDOMINIUM OWNERSHIP

Section 1. Condominium Unit Ownership. The property located in the Borough of Manhattan, City, County and State of New York, as specifically set forth in the Declaration of Condominium (the "Declaration") executed by 118 East 59th Street Realty LLC (the "Sponsor"), and more commonly known as 118 East 59th Street Condominium, has been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York.

Section 2. By-Laws Applicability. The provisions of these By-Laws are applicable to the Condominium. The term "Condominium" as used herein shall include the land and building and improvements thereon including the Condominium Units (hereinafter referred to as "Units"), and the Common Elements and the use and occupancy thereof. The term "Building" as hereinafter used shall be defined as the exterior walls, roof of a Unit or number of Units all of which are constructed under a continuous roof or the entire interior and exterior of any Building or structure which shall form a portion of the Condominium but which does not contain any of the Units. The definitions contained in the Declaration of Condominium shall be applicable to these By-Laws unless otherwise stated.

Section 3. Personal Application. All present or future Unit Owners, mortgagees and lessees, or their employees, guests or any other person that might use the facilities of the Condominium in any manner are subject to these By-Laws, the Declaration and any Rules and Regulations established by the Board of Managers. The mere acquisition, occupancy or rental of any of the Units will signify that these By-Laws, the Declaration and the Rules and Regulations are accepted, ratified, and will be complied with.

ARTICLE II. CONDOMINIUM, VOTING, QUOROM, PROXIES AND WAIVERS

Section 1. Condominium. The Condominium shall include the Unit Owners. "Unit Owner" as referred to herein shall mean all of the owners of each Residential Unit and Commercial Unit. The owners of the Residential Units shall hereinafter be referred to as Residential Unit Owners. The owners of the Commercial Unit(s) shall hereinafter be referred to as Commercial Unit Owner(s).

Section 2. Voting. Each Unit Owner (including the Sponsor and the Board of Managers, if the Sponsor or the Board of Managers shall then own or hold title to one or more Units) shall be entitled to cast one vote at all Unit Owners' meetings for each Unit or Units owned by such Unit Owner, but in the event the Board of Managers acquires a unit on behalf of the Condominium it

shall not cast any of its votes appurtenant to such Unit, for the election of any member to the Board. Notwithstanding anything to the contrary contained herein however, the Commercial Unit Owner(s) (and the owners of any Units resulting from the subdivision of the Commercial Units, voting jointly) shall have the right to elect one (1) member of the Board of Managers.

Section 3. Quorum. So many Unit Owners, present in person or represented by written proxy, as shall represent at least thirty-three (33%) percent of the total authorized votes of all Unit Owners shall constitute a quorum at all meetings of the Unit Owners for the transaction of business, except as otherwise provided by statute, by the Declaration or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the Unit Owners, the Unit Owners entitled to vote thereafter present in person or represented by written proxy, shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 4. Vote Required to Transact Business. When a quorum is present at any meeting, the vote of a majority of the Unit Owners present in person or represented by written proxy shall decide any question brought before such meeting and such vote shall be binding upon all Unit Owners, unless the question is one upon which, by express provisions of the Declaration, any statute, or of these By-Laws, a different vote is required, in which case such express provisions shall govern and control the decision of such question.

Section 5. Right to Vote. At any meeting of Unit Owners, every Unit Owner having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting or adjourned meetings thereof.

Section 6. Proxies. All proxies shall be in writing and shall be filed with the Secretary at or prior to the meeting at which the same are to be used. A notation of such proxies shall be made in the minutes of the meeting.

Section 7. Waiver and Consent. (a) Whenever the vote of Unit Owners at a meeting is required or permitted by any provision of any statute, the Declaration, or of these By-Laws to be taken in connection with any action of the Condominium, the notice of meeting and the meeting vote of Unit Owners may be dispensed with if all Unit Owners who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.

(b) Before or at any meeting of Unit Owners any Unit Owner may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Unit Owner at any meeting of Unit Owners shall be a waiver of notice by him of the time and place thereof. If all the Unit Owners are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 8. Place of Meetings. Meetings shall be held at such suitable place convenient to the Unit Owners as may be designated by the Board of Managers.

Section 9. Annual Meetings Control of Board of Managers by Sponsor. Within thirty (30) days after title to the last Unit is conveyed by the Sponsor, but in no event later than the earlier of (i) two (2) years after the closing of title to the first Unit or (ii) whenever the unsold Units constitute less than (50%) percent of the common interests, the Sponsor shall call an annual Unit Owners' meeting. At such meeting, a new Board of Managers shall be elected by the Unit Owners and the former members of the Board shall thereupon resign. Thereafter, annual meetings shall be held on or about the anniversary of such date in each succeeding year. At such meetings there shall be elected by ballot of the Unit Owners a Board of Managers in accordance with the requirements of Article III of these By-Laws. The Unit Owners may also transact such other business of the Condominium as may properly come before them.

Sponsor will have voting control and may designate a majority of the Board of Managers until two (2) years from the date of conveyance of title to the first Unit in the Condominium or until the unsold Units constitutes less than fifty (50%) percent of the Common Interests, whichever is sooner. At the second annual meeting, and at all successive meetings, the Sponsor may not designate a majority of the Board of Managers but may designate one (1) member so long as the Sponsor owns one (1) Unit.

Section 10. Special Meetings. It shall be the duty of the President to call a special meeting of the Unit Owners as directed by the Board of Managers or upon a petition signed by a majority of the unit owners having been presented to the Secretary.

Section 11. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Unit Owner of record, at least ten (10) but not more than thirty (30) days prior to such meeting. The mailing of a notice in the manner provided in these By-Laws shall be considered notice served.

Section 12. Order of Business. The order of business at all meetings shall be as follows:

(a) Roll call
(b) Proof of notice of meeting or waiver of notice
(c) Reading of minutes of preceding meeting
(d) Report of officers
(e) Report of committees
(f) Election of inspectors of election (in the event there is an election)
(g) Election of Managers (in the event there is an election)
(h) Unfinished business
(i) New business

ARTICLE III. BOARD OF MANAGERS

Section 1. Number and Term. The affairs of the Condominium shall be governed by a Board of Managers. The first Board of Managers shall consist of two (2) Managers designated by the Sponsor who shall hold office and exercise all powers of the Board of Managers until the first annual meeting of the Unit Owners. Until succeeded by the Managers elected at the first annual meeting of Unit Owners, Managers need not be Unit Owners; thereafter, all Managers other than designees or nominees of the Sponsor shall be Unit Owners. At the first annual meeting of Unit Owners called pursuant to Section 9 of Article II, a minimum of three (3) and maximum of five (5) Managers shall be elected by the Unit Owners. At least one (1) member of the Board of Managers shall be elected/appointed by the Commercial Unit Owner(s). The term of office of two (2) of the Managers shall be fixed at three (3) years the term of office of two (2) of the Managers shall be fixed at two (2) years, and the term of office of one (1) of the Managers shall be fixed at one (1) year. The Manager elected/appointed by the Commercial Unit Owner(s) shall serve a three (3) year term. Separate ballots shall be conducted for each of the three terms of office. Each Unit Owner shall be entitled to cast one vote on each ballot for each Unit he owns. The one (1) nominee of each of the ballots receiving the highest number of votes on their ballot shall constitute the duly elected Board of Managers. At the expiration of the initial term of office of each respective Manager, his successor shall be elected to serve a term of three (3) years. The Managers shall hold office until their successors have been elected and hold their first meeting. Notwithstanding the foregoing, the Sponsor shall have the right to designate a majority of the Board of Managers until two (2) years from the date of conveyance of title to the first Unit or until the unsold Units constitute less than fifty (50%) percent of the common interest. Thereafter the Sponsor shall have the right to designate one (1) member of the Board of Managers so long as it continues to own at least one Unit. This Section may not be amended without the written consent of the Sponsor.

Section 2. Vacancy and Replacement. If the office of any Manager or Managers becomes vacant by reasons of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Managers, though less than a quorum at a special meeting of Managers duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred. If the vacancy occurs with respect to any member of the Board of Managers who has been designated by the Sponsor, or the Commercial Unit Owner(s), only they shall have the right to choose such Manager's successor to fill the unexpired portion of his term.

Section 3. Removal. Managers, other than Sponsor designees, may be removed for cause by an affirmative vote of a majority of the Unit Owners. No Manager, other than a member of the First Board of Managers or a Manager elected or designated by the Sponsor, shall continue to serve on the Board if, during his term of office, he shall cease to be a Unit Owner. Such member shall be deemed to have resigned effective as of the date such ownership ceased. A member of the Board designated by the Sponsor or its designee may only be removed by the Sponsor or its designee and only they shall have the right to designate a replacement.

Section 4. First Board of Managers. The First Board of Managers shall consist of two (2) Managers designated by the Sponsor, who shall hold office and exercise all powers of the Board of Managers until the first annual meeting of Unit Owners. A Unit Owner, who is independent of the Sponsor, shall be elected by a majority of the Unit Owners other than the Sponsor to the First Board at a Board meeting held within sixty (60) days of the closing of title to the first Unit. Any or all of said Managers shall be subject to replacement in event of resignation or death in the manner set forth in Section 2 of this Article.

Section 5. Powers. (a) The property and business of the Condominium shall be managed by its Board of Managers, which may exercise all such powers of the Condominium and do all such lawful acts and things as are not by statute or by the Declaration or by these By-Laws directed or required to be exercised or done by the Unit Owners personally. These powers shall specifically include, but not be limited to, the following items:

1. To determine and levy monthly assessments ('Common Charges') to cover the cost of common expenses, payable in advance. The Board of Managers may increase the monthly assessments or vote a special assessment in excess of that amount, if required, to meet any additional necessary expenses, but said increases can only be assessed among the Unit Owners in accordance with Article VI of these By-Laws;

2. To collect, use and expend the assessments collected to maintain, care for and preserve the Building Units Residential Limited Common Elements and the General Common Elements;

3. To make repairs, restore or alter any Units or the Common Elements after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings within the limitations of Article VII of these By-Laws;

4. To enter into and upon the Units, when necessary, with notice to the Unit Owners thereof whenever possible and practical and at as little inconvenience to the Unit Owner as possible in connection with the maintenance, care and preservation of the Property;

5. To open bank accounts on behalf of the Condominium and to designate the signatories to such accounts;

6. To insure and keep insured the Common Elements and Units in accordance with Article VII of these By-Laws;

7. To make reasonable rules and regulations as permitted by applicable law, statute, the Declaration or these By-Laws applicable to the Residential Units and Residential Unit owner(s), and to amend the same from time to time, and such rules and regulations and amendments shall be binding upon the Residential Unit Owners when the Board has approved them in writing. A copy of such rules and all amendments shall be delivered to each Residential Unit Owner;

8. To collect delinquent assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from the Unit Owners of the Property for violations of the house rules and regulations herein referred to;

9. To employ and terminate the employment of employees and independent contractors and to purchase supplies and equipment, to enter into contracts, and generally to have the power of manager in connection with the matters hereinabove set forth;

10. To bring and defend actions by or against more than one Unit Owner and pertinent to the operation of the Condominium. The Board, in its discretion, may fund the cost of any such litigation out of the common charge assessments or levy special assessments. The Board shall also have the right to engage in any litigation it deems necessary to carry out the provisions of the Declaration of Condominium and these By-Laws and may fund the cost of any such litigation out of the common charge assessments or levy special assessments. Without limiting the foregoing, the Board may engage in litigation pertaining to the maintenance and operation of the Common Elements;

11. To purchase or otherwise acquire Units in foreclosure, as a result of abandonment or pursuant to the right of first refusal of the Condominium on behalf of all Unit Owners, and to take any and all steps necessary to repair or renovate any Unit so acquired, offer such Unit for sale or lease or take any other steps regarding such Unit as shall be deemed proper by the Board of Managers;

12. To grant utility, cable television or other easements as may, at any time, be required for the benefit of the Condominium and Unit Owners without the necessity of the consent thereto, or joinder therein, by the Unit Owners or any mortgagee (except that if the granting of such easement impairs the ability of one or more Unit Owners who have the right to use such Common Elements to the exclusion of any other Unit Owners, the consent of all such affected Unit Owners shall be required in writing before such easement shall be granted);

13. To make additions, alterations, or improvements to the General Common Elements and the Residential Limited Common Elements of the Condominium, the cost of which addition, alteration or improvement does not exceed $500,000. The Board of Managers may make additions, alteration or improvements to the General Common Elements and the Residential Limited Common Elements costing in excess of $500,000 only with the approval of a majority of the Unit Owners as affects the General Common Elements and the Residential Unit Owners as affects the Residential Limited Common Elements. While the Sponsor is in control of the Board of Managers, the Board may make additions, alterations or improvements to the General Common Elements and the Residential Limited Common Elements costing in excess of $500,000 or enter into service or maintenance contracts the duration of which will extend more than one year after the Sponsor loses control of the Board of Managers, only with the approval of a majority of the Unit Owners, as affects the General Common Elements and a majority of the Residential Unit Owners as affects the Residential Limited Common Elements, excluding the Sponsor, voting at a duly held meeting of the

Unit Owners. In addition, the Sponsor must give its written approval pursuant to Section 5(c) herein. Notwithstanding the above, nothing in this section shall impair the Board of Managers obligation to make necessary repairs and replacements.

14. Subject to the provisions of subparagraph (c) hereof, to borrow money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the General and Residential Limited Common Elements, provided, however, that (i) the consent of at least 66-2/3% in number of all Unit Owners for General Common Elements and 66-2/3% in number of the Residential Unit Owners for Residential Limited Common Elements, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws, shall be required for the borrowing of any sum in excess of $250,000 and (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements without the written consent of the Owners of said Unit;

15. To act as an agent for one or more Unit Owners to file a single complaint and bring a special proceeding on behalf of Unit Owners who wish to contest the real estate tax assessment of their Unit pursuant to Section 339-y(4) of the New York Real Property Law. In such event, the Board could retain counsel on behalf of such Unit Owners and charge such Unit Owner for whom it is acting a- pro-rata share of expenses, disbursements and legal fees, the payment for which would be secured by a lien on each Unit. The Board of Managers is not obligated to perform such services and it is necessary to obtain the written authorization of the Unit Owners it will perform such service for;

16. All additions, alterations, repairs or maintenance to the Commercial Limited Common Elements shall be the sole responsibility of, and completed at the sole cost of, the respective Commercial Unit Owner.

17. To communicate and generally liaise with the Commercial Unit Owner, and provide the Commercial Unit Owner copies of all Building wide notices and communications and to enforce the Commercial Unit Owner's obligations hereunder.

(b) The Board of Managers may, by resolution or resolutions, passed by a majority of the whole Board designate one or more committees, each of such committees to consist of at least three (3) Managers or Unit Owners, at least one of whom shall be a Manager, which, to the extent provided in said resolution or resolutions, shall have and may exercise the powers of the Board of Managers in the management of the business and affairs of the Condominium and may have power to sign all papers which may be required, provided the said resolutions shall specifically so provide. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Managers, and they shall serve at the pleasure of the Board of Managers. Committees established by resolution of the Board of Managers shall keep regular minutes of their proceedings and shall report the same to the Board as required.

(c) Notwithstanding anything to the contrary contained in these By-Laws, for a period ending not more than five (5) years after the First Unit Closing or whenever the unsold Units constitute less than twenty-five percent (25%) in number, whichever is sooner, the Board of Managers may not, without the prior written consent of the Sponsor or Sponsor's designee, do any of the following: (i) amend either the Declaration or the By-Laws; (ii) make an addition, alteration or improvement to the Common Elements or to any Unit, costing cumulatively more than Twenty Five Thousand Dollars ($25,000.00), the foregoing not to include necessary repairs and maintenance work; (iii) assess any Common Charges for the creation of, addition to, or replacement of all or part of a reserve, contingency or surplus fund; (iv) increase or decrease the number of, or change the kind of employees from those described in the First Years Budget; (v) enter into any service or maintenance contract for work not covered by contracts in existence on the date the Plan is declared effective; or (vi) borrow money on behalf of the Condominium (except where necessary to perform work required by law to the extent that existing reserves are insufficient),

(d) As long as the Sponsor or any Sponsor-designee shall continue to own at least one (1) Unit the Board of Managers may not, without the Sponsor's or Sponsor designee's prior written consent, do any of the following: (i) amend the Declaration or these By-Laws so as to in any way adversely affect the Sponsor or its designees; or (ii) interfere with the offer and sale or leasing of Units by the Sponsor and any Sponsor-designee at the Property; the operations of sales or leasing offices at the Property; actions necessary for construction, renovation, repair or correction at the Property, as required by Sponsor to comply with applicable laws in construction, renovations or repair of Units. The Sponsor or Sponsor-designee shall have the right to withhold its consent to any of the foregoing actions. However, notwithstanding these restrictions, the Sponsor or Sponsor-designee shall not withhold its consent to the making of capital repairs to the Common Elements or assessment of any Common Charge for expenses required to comply with applicable law or regulation, to remedy any notice of violation or to remedy any work ordered by an insurer.

(e) The Board of Managers shall have no liability or responsibility for the operation, care, upkeep or maintenance of the Commercial Unit(s), or Commercial Unit(s) Limited Common Elements, (as such terms are defined herein or in the Declaration of Condominium) which shall be operated and maintained at the Commercial Unit Owner's sole cost and expense.

Section 6. Repairs and Maintenance. Except as hereinafter provided, all maintenance, painting, repair and replacement of the General Common Elements and Residential Limited Common Elements including but not limited to exterior walls, roof and roof members of the Building, as well as painting, repair and/or maintenance of the exterior surfaces, roof, windows and doors which open from the Building, as well as all maintenance, repairs and replacements of foyers and stairways of the Building, and of any pipes, wires, conduits and utility lines, or any portion of which is located in one Unit and services another Unit or more than one Unit or so much of any pipes, wires, conduits and utility lines as are located in the General Common Elements or Residential Limited Common Elements but serve one or more Units shall be contracted for by the Board of Managers and the cost thereof shall be a General Common Expense for the General

Common Elements and a Residential Common Expense for the Residential Limited Common Elements except if such maintenance, painting, repair or replacement is necessitated because of the negligence, misuse or neglect of the Unit Owner or the prior alteration of the Unit by the Unit Owner, in which event the cost thereof shall be assessed to and paid by the Unit Owner.

All maintenance (including electrical repairs and plumbing stoppages in the Residential Units, cleaning of interior of windows and painting and decorating of the interior of the Units), repairs and replacements to the Units including doors which open from a Unit on which painting is performed by the Board of Managers, all private elevator lobbies exclusively servicing a Residential Unit and repairs to pipes, wires and conduits located in and servicing the same Unit other than as set forth above shall be made by the respective Unit Owners at their own expense.

Except as hereinafter provided, all repairs and replacement of windows, irrevocably restricted areas and snow removal from the General Common Elements shall be contracted for by the Board of Managers and the cost thereof shall be a General Common Expense for the General Common Elements and a Residential Common Expense for the Residential Limited Common Elements except that the cost of any maintenance or repairs necessitated because of the negligence, misuse or neglect of the Unit owner or prior alteration of a Unit shall be assessed to and paid by the Unit Owner.

The Board of Managers shall repair all windows, plumbing stoppages and electrical repairs occurring in the General and Residential Limited Common Elements.

The Board of Managers and its agents, employees and contractors shall have a reasonable right of access to any Unit and to all portions of the Common Elements for the purpose of carrying out any of its obligations under these By-Laws or the Declaration of the Condominium. Whenever possible and practical, notice of such access or intent to gain access shall be given to the Unit Owner by the Board of Managers.

All repairs, painting or maintenance, whether made by the Unit Owner or the Board of Managers, to the doors, windows, or the exterior surface of the Building or to any generally visible portion of the General Common Elements or Residential Limited Common Elements shall be carried out in such a manner so as to conform to the materials, style and color initially provided by the Sponsor, unless varied by the Board of Managers.

In the event that a Unit Owner fails to make any maintenance or repair, which maintenance or repair is necessary to protect any of the General Common Elements, Residential Limited Common Elements, Commercial Limited Common Elements, that may affect other portions of the Building or any other Unit, the Board of Managers shall have the right to make such maintenance or repair (after the failure of said Unit Owner to do so after ten (10) days written notice, or written or oral notice of a shorter duration in the event of an emergency situation) and to charge said Unit Owner for the cost of all such repairs and/or maintenance. In the event that the Board of Managers charges a Unit Owner for repairs or maintenance to his Unit or for repairs to any Common Elements

restricted in use to such Unit Owner, and the Unit Owner fails to make prompt payment, the Board of Managers shall be entitled to bring suit thereon and, in such event, the Unit Owner shall be liable for the reasonable attorneys' fees and cost of such suit or proceeding together with interest on all sums due.

Section 7. Commercial Unit. The Sponsor and/or Owner(s) of the Commercial Unit(s) shall have the right, without the consent of the Board of Managers, other Unit Owners or the holders of mortgages on Units to (a) make non-structural alterations, additions or improvements to the interior of the Commercial Unit; (b) subdivide the Commercial Unit in two (2) or more separate Units; and (c) alter or improve any Commercial Limited Common Elements; provided, however that in each instance the Commercial Unit Owner shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold the Board of Managers and all other Unit Owners harmless from any liability arising therefrom. The Commercial Unit Owner shall not make any alterations, additions or improvements to the façade, exterior walls or exterior portions of the Property without the prior written consent of the Board of Managers of the Condominium, which shall not be unreasonably withheld, delayed or conditioned. In addition, no alterations, additions or improvements whatsoever may be made to the structural elements of the Property. The restriction set forth in the preceding two (2) sentences shall not apply to the Sponsor. If the Commercial Unit is subdivided into separate Units, the owners thereof shall have the right, without the consent of the Board of Managers, other Unit Owners, or the holders or mortgages on Units, to apportion among the resulting Units their appurtenant interests in the Common Elements. In no case, however, may the total of such division or consolidation of the Commercial Unit by the Sponsor or Commercial Unit Owner result in a different percentage of Common Interest as existed on the date of the recording of the Declaration for the entire Commercial Unit.

The Owner(s) of the Commercial Unit(s) and any Commercial Unit resulting from the subdivision of the Commercial Unit(s) shall have easements for (i) the installation, maintenance, repair and replacement of signs, flues, vents, air-conditioning, heating, ventilating, water and other mechanical lines and fixtures and equipment on the exterior walls, the roof and through the Common Elements of the Building, and in, through, under and over any Commercial Unit and any Unit resulting from the subdivision of the Commercial Unit(s); (ii) through the Common Elements of the Building for access to the roof for the purpose of installing, repairing, maintaining and replacing any fixtures and equipment now or hereafter located on the roof, provided, however, that except in the case of an emergency, the right of access may be exercised only after prior notice to the Board of Managers. The Commercial Unit(s) and any Unit resulting from the subdivision of the Commercial Unit(s) shall be subject to easements in favor of any other Unit(s) and any Unit resulting from the subdivision of the Commercial Unit(s) for the installation, maintenance, repair and replacement of gas, electricity, heating, air-conditioning, ventilating and water and other mechanical lines and fixtures and equipment serving the Commercial Unit(s) and any Unit resulting from the subdivision of the Commercial Unit(s). The Owner and tenants of the Commercial Unit(s) shall have the right at their sole expense to install separate heating systems for the Commercial Unit(s) and any Unit resulting from the subdivision of the Commercial Unit and an easement is

granted in, over, under and through the basement of the Building for the installation, maintenance, repair and replacement of the heating systems and all necessary pipes, lines, conduits, ducts, water lines and flues in connection therewith if such right is exercised and (iii) for access to any equipment that services the Commercial Unit and which is located in the Residential portion of the Building or the Residential Limited Common Elements.

The Commercial Unit Owner (or any tenant or occupant of the Commercial Unit) may erect or display signs on the front façade and exterior of the Commercial Unit, subject to prior written consent of the Board of Managers, which consent shall not be unreasonably withheld, delayed or conditioned, provided the Commercial Unit Owner complies with the following; (i) the Commercial Unit Owner obtains, at its sole cost and expense, all required permits; (ii) the Commercial Unit Owner obtain such additional insurance coverage(s) as may be reasonably requested by the Board of Managers; (iii) the Commercial Unit Owner agrees to hold the Board of Managers and all other Unit Owners harmless from any liability arising from the installation of any such signs; (iv) any such signs comply with all applicable law; and (v) any such shall be of reasonable size and shall not be located so as to unduly disturb the aesthetics of the Building, in the reasonable judgment of the Board of Managers.

At the request of the Commercial Unit Owner, the Board will execute any application or other document required to be filed with any governmental agency having or asserting jurisdiction in connection with any addition, alteration, improvement, or repair of the Commercial Unit or the operation thereof. The Commercial Unit Owner shall indemnify and hold the Board and the Unit Owners harmless from any liability resulting therefrom.

The Commercial Unit owner shall be responsible for payment of the common charges and real estate taxes allocated against, and interest and amortization on all mortgages affecting the Commercial Unit and the entire cost of maintaining, repairing and replacing the Commercial Limited Common Elements and the Commercial Unit.

If the Commercial Unit Owner fails to pay the common charges and expenses, the Board of Managers will have the same rights and remedies against it as against any other defaulting Unit Owner. In addition, the Owner of the Commercial Unit shall be responsible for its pro rated share of the General Common Elements of the Building.

Section 8. Compensation. Managers and officers shall receive no compensation for their services as such.

Section 9. Meetings. (a) The first meeting of each Board newly elected by the Unit Owners shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Managers shall be held at the same place as the Unit Owners meetings, and immediately after the adjournment of same, at which time the dates, places and times of regularly scheduled meetings of the Board shall be set.

(b) Regularly scheduled meetings of the Board may be held without special notice.

(c) Special meetings of the Board may be called by the President on two (2) days notice to each Manager either personally or by telephone, mail, facsimile or email transmission. Special meetings shall be called by the President or Secretary in a like manner and on like notice on the written request of at least three (3) Managers.

(d) At all meetings of the Board, a majority of the Managers shall be necessary and sufficient to constitute a quorum for the transaction of business, and an act of the majority of the Managers present at any meeting at which there is a quorum or where a quorum is available by means of a conference telephone or similar communications equipment shall be the act of the Board of Managers, except as may be otherwise specifically provided by statute or by the Declaration or by these By-Laws. If a quorum shall not be present at any meetings of Managers, the Managers present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

(e) Before or at any meeting of the Board of Managers, any Manager may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Manager at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

(f) Managers or members of any committee of the Board of Managers may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other and such participation shall constitute presence at such meeting.

(g) Whenever the vote of Managers at a meeting is required or permitted by any provision of the Declaration, statute or these By-Laws to be taken in connection with any action the notice of meeting and the meeting vote of the Managers may be dispensed with if all Managers who would have been entitled to vote upon the action if such meeting were held shall consent in writing to such action being taken.

Section 10. Annual Statement. The Board of Managers shall furnish to all Unit Owners, their mortgagees and, if required by applicable law, statute or regulation, the Department of Law of the State of New York, and shall present annually (at the annual meeting, but in no event later than three (3) months after the close of the fiscal year) and when called for by a vote of the Unit owners at any special meeting of the Unit owners, a full and clear statement of the business conditions and affairs of the Condominium, including a yearly balance sheet and profit and loss statement prepared by an independent public-accountant and a statement regarding any taxable income attributable to the Unit Owner and a notice of the holding of the annual Unit Owners meeting.

Section 11. Fidelity Bonds. The Board of Managers may require that all officers and employees of the Condominium handling or responsible for Condominium funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be a common expense.

Section 12. Managing Agent. The Board of Managers may employ for the Condominium a managing agent under a term contract or otherwise at a compensation established by the Board, to perform such duties and services as the Board shall authorize including, but not limited to, all of the delegable duties of the Board. While Sponsor is in control of the Board of Managers, it will not enter into contracts which bind the Condominium for a period of more than five (5) years (except Cable Television agreements) after the closing of the first Unit unless the contract provides that it may be cancelled by the Condominium upon ninety (90) days notice.

Section 13. Liability of the Board of Managers, Officers and Unit Owners. Any contract, agreement or commitment made by the Board of Managers shall state that it is made by the Board of Managers as agent for the Unit Owners as a group only and that no member of the Board of Managers or Officers of the Condominium nor individual Unit Owner shall be liable for such contract, agreement or commitment. The Unit Owners shall be liable as a group under such contract, agreement or commitment, but the liability of each Unit Owner shall be limited to such proportion of the total liability thereunder as his common interest bears to the common interest of all Unit owners. The Board of Managers and officers of the Condominium shall have no liability to the Unit Owners in the management of the Condominium except for willful misconduct or bad faith and the Unit Owners shall severally indemnify all members of the Board of Managers and Officers of the Condominium against any liabilities or claims arising from acts taken by a member of the Board of Managers in accordance with his duties as such member except acts of willful misconduct or acts made in bad faith. Such several liability of the Unit Owners shall, however, be limited to each Unit Owner to such proportion of the total liability thereunder as such Unit Owner's common interest bears to the common interest of all Unit Owners.

ARTICLE IV. OFFICERS

Section 1. Elective Officers. The officers of the Condominium shall be chosen by the Board of Managers and shall be a president, and one or more vice presidents, a secretary and a treasurer. The Board of Managers may also choose one or more assistant secretaries and assistant treasurers and such other officers as in their judgment may be necessary. All officers must be Unit Owners or members of the Board of Managers. One person may hold not more than two (2) offices at the same time and the president and secretary may not be the same person.

Section 2. Election. The Board of Managers at its first meeting after each annual Unit Owners Meeting shall elect a president, a vice president, a secretary and a treasurer. Only the president must be a member of the Board.

Section 3. Appointive Officers. The Board may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and

perform such duties as shall be determined from time to time by the Board.

Section 4. Term. The officers shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Managers may be removed with or without cause, at any time, by the affirmative vote of a majority of the whole Board of Managers. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Managers.

Section 5. The President. The President shall be the chief executive officer of the Condominium; shall preside at all meetings of the Unit Owners and Managers, shall be an ex-officio member of all standing committees shall have general and active management of the business of the Condominium, shall see that all orders and resolutions of the Board are carried into effect and shall have such other powers and duties as are usually vested in the office of President of a stock corporation organized under the Business Corporation Law of the State of New York or as delegated by resolution of the Board of Managers.

Section 6. The Vice-President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act and shall have such other powers and duties as are usually vested in the office of Vice President of a stock corporation organized under the Business Corporation Law of the State of New York or as delegated to the Vice President by the president or by resolution of the Board of Managers. A Vice President may also perform the duties of the secretary and/or treasurer as described below.

Section 7. The Secretary. The Secretary and/or Assistant Secretary shall attend all sessions of the Board and all Unit Owners' meetings and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all Unit Owners meetings and special meetings of the Board of Managers, and shall perform such other duties as may be prescribed by the Board of Managers or by the President, under whose supervision he shall be.

Section 8. The Treasurer. The Treasurer shall have the custody of the Condominium funds and securities and shall keep full and accurate chronological accounts of receipts and disbursements in books belonging to the Condominium including the vouchers for such disbursements, and shall deposit all monies and other valuable effects in the name and to the credit of the Condominium in such depositories as may be designated by the Board of Managers.

The Treasurer shall disburse the funds of the Condominium as he may be ordered by the Board, making proper vouchers for such disbursements and shall render to the President and Managers, at the regular meeting of the Board or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Condominium.

The Treasurer shall keep detailed financial records and books of account of the Condominium, including a separate account for each Unit which, among other things, shall contain

the amount of each assessment of the common charges against such Unit, the date when due, the amounts paid thereon and the balance remaining unpaid.

The Treasurer shall have such other duties and obligations as are delegated by the President or by resolution of the Board of Managers.

Section 9. Agreements, etc. All agreements and other instruments shall be executed on behalf of the Condominium by the President or such other person as may be designated by the Board of Managers.

ARTICLE V. NOTICES

Section 1. Definition. Whenever under the provision of the Declaration or of these By-Laws, notice is required to be given to the Board of Managers, any Manager or Unit Owner, it shall not be construed to mean personal notice; but such notice may be given in writing, by mail by depositing the same in a post office or letter box in a postpaid sealed wrapper, addressed to the Board of Managers, such Manager or Unit Owner at such address as appears on the books of the Condominium.

Section 2. Service of Notice-Waiver. Whenever any notice is required to be given under the provisions of the Declaration, or of these By-Laws, a waiver thereof, in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VI. FINANCES

Section 1. Checks. All checks or demands for money and notes of the Condominium shall be signed by both the President and Treasurer, or by such other officer or officers or such other person or persons as the Board of Managers may, from time to time, designate.

Section 2. Assessments. The Board of Managers shall from time to time, but at least annually, fix and determine the budget representing the sum or sums necessary and adequate for the continued operation of the Condominium and shall send a copy of the budget and any supplement to the budget to every Unit Owner and mortgagee. The Board shall determine the total amount required, including the operational items such as insurance, repairs, reserves, betterments, maintenance of the General and Residential Limited Common Elements and other operating expenses as well as charges to cover any deficits from prior years. The total annual requirements shall be assessed as a single sum against all Units and prorated against each of said Units according to the provisions of Section 8 hereof. All of said assessments shall be deemed to be common charges and shall be payable monthly in advance as ordered by the Board of Managers. Special assessments, should such be required, shall be levied and paid in the same manner as hereinabove provided for regular assessments or may be specially allocated and apportioned based on special or exclusive use by or availability to particular units or Unit Owners. The Unit Owner agrees to pay

promptly when due the monthly and all special assessments assessed against his own Unit. In the event of a default in the payment of common charges or assessments by any Unit Owner the Board, at its sole option, may declare the common charge assessment on said Unit Owner's Unit for the balance of the fiscal year immediately due and payable. Prior to making any such declaration following a default, the Board shall send notice to the delinquent Unit Owner and the mortgagee, if any, of such Unit giving the Unit Owner a five (5) calendar day grace period in which to make his payment. The Board may charge the delinquent Unit Owner a fee as the Board may determine to cover the additional burden to the Board occasioned by the lack of timely payment. Interest at the highest legal rate may also be collected by the Board on the common charge assessment from its due date to the date payment is actually received from the Unit Owner. Any Unit Owner who fails to pay the monthly assessment imposed by the Condominium to meet any common expense shall be liable for any expenses incurred by the Condominium in collecting said monthly assessment including interest at the highest legal rate and reasonable attorneys fees. The Board shall take action to collect common charges due from any Unit owner which remain unpaid ninety (90) days from its due date by way of foreclosure of the lien on such Unit in accordance with Section 339 of the Real Property Law or otherwise.

No Unit Owner shall be liable for any common charges which accrue against his Unit subsequent to a sale, transfer or other conveyance by him of his Unit in accordance with these By-Laws and the Declaration. A purchaser of a Unit (other than a mortgagee or a purchaser at a foreclosure sale) shall be liable for the payment of all common charges assessed against the Unit and unpaid at the time of the purchase if not paid out of the proceeds of such sale.

Section 3. Foreclosure of Liens for Unpaid Common Charges. The Board shall have the power to purchase any Unit at a foreclosure sale resulting from any action brought by the Board to foreclose a lien on the Unit because of unpaid common charges. In the event of such purchase, the Board shall have the power to hold, lease, mortgage, vote, sell or otherwise deal with the Unit. A suit to recover a money judgment for unpaid common charges shall also be obtainable separately without waiving the lien on the Unit.

Section 4. Statement of Common Charges. Upon the written request of any Unit Owner or his mortgagee, the Board shall promptly furnish such Unit Owner or his mortgagee with a written statement of the unpaid common charges due from such Unit Owner.

Section 5. Liability for Utilities. The cost of all electricity and water consumed in or on the Common Elements is to be a common expense. Any electricity and gas or other utility individually consumed and individually metered in the Unit shall be an expense of each individual Unit Owner.

Section 6. Operating Account. There shall be established and maintained a cash deposit account to be known as the 'Operating Account" into which shall be deposited the operating portion of all monthly and special assessments as fixed and determined for all Units. Disbursements from said account shall be for the general needs of the operation including, but not limited to, wages, repairs, betterments, maintenance and other operating expenses of the Common Elements and for

the purchase, lease, sale or other expenses resulting from the purchase or lease of Units.

Section 7. Other Accounts. The Board shall maintain any other accounts it shall deem necessary to carry out its purposes.

Section 8. Determination of Common Expenses and Fixing of Common Charges. The Residential Units will have their own staff of employees and will be operated by the Board of Managers independently of the Commercial Unit(s). The Commercial Unit(s) will be separately operated by the Owners thereof at their sole expense. The Board of Managers shall from time to time, and at least annually, prepare a budget for the operation of the General Common Elements and the Residential Limited Common Elements, determine the amount of the common charges payable by the Residential Unit Owner(s) to meet the common expenses of the General Common Elements and the Residential Limited Common Elements, and allocate and assess such common charges and expenses among the Residential and Commercial Unit(s) Owners in proportion to their respective Common Interests.

In addition to basing charges on Common Interest, the Board of Managers may also make allocations and assessments of common charges to the General Common Elements in accordance with submetering, contract allocations and usage (both projected and actual) so long as such allocations are reasonable under the circumstances and are in accordance with applicable provisions of law.

The common charges of the Condominium shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Managers pursuant to the provisions of Article VII and the fees and disbursements of the Insurance Trustee. The common expenses may also include such amounts as the Board of Managers may deem proper for the operation and maintenance of the General Common Elements and the Residential Limited Common Elements, including, without limitation an amount for working capital of the Condominium, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common expenses for any prior year. The common expenses may also include such amounts as may be required for the purchase or lease by the Board of Managers or its designee, corporate or otherwise, on behalf of all Residential Unit Owners, of any Residential Unit whose Owner has elected to sell or lease such Residential Unit or of any Residential Unit which is to be sold at a foreclosure or other judicial sale.

The Owner(s) of the Commercial Unit(s) will each pay a proportionate share (computed in accordance with their respective proportionate interests in the Common Elements or based on submetering, contract allocations and usage (both projected and actual) so long as such allocations are reasonable under the circumstances and are in accordance with applicable provisions of Law) of the cost of insurance, repairs and maintenance of equipment servicing the General Common Elements and the entire cost of the maintenance and operation of the Commercial Limited Common Elements appurtenant to their Commercial Unit. In the event of an increase in the insurance premiums which results from the use of a Commercial Unit such increases shall be borne by the

respective Commercial Unit Owner.

Anything herein to the contrary notwithstanding, the Board of Managers of the Condominium, are hereby authorized pursuant to Real Property Law § 339-m, to specially allocate and apportion, among the Commercial Units and Residential Units, the common profits and expenses of the Building, including, without limitation, the payment of common charges, in a manner different than the respective percentage interest in common elements of such Units, based upon the special or exclusive use or availability or exclusive control of particular units or common areas by particular unit owners.

The Board of Managers shall advise all Unit Owners promptly, in writing, of the amount of common charges and expenses payable by each of them, respectively, as determined by the Board of Managers, as aforesaid, and shall furnish copies of each budget on which such common charges and expenses are based to all Unit Owners.

If in the future there are any categories of expenses or category of services not currently paid for or obtained by the Condominium, the Commercial Unit Owner shall only bear a proportionate share thereof, provided such expenses are for services which directly benefit the Commercial Units, but in any event in an amount sufficient to cover their proportionate share of expenses directly attributable to such Units.

Any dispute relating to the expenses to be borne by the Commercial Unit Owners shall be submitted to arbitration in accordance with the provisions of Article XII.

The Sponsor or its designee shall be responsible for the Common Charges assessed against each Unit owned by it until such Unit is sold to a bona fide purchaser.

Section 9. Residential Unit Electric Charges. As of the First Unit Closing, electricity (which includes air conditioning) consumed within the Residential Units will be provided by Con Edison and billed pursuant to a master common meter which shall be paid by the Condominium. The electricity consumed within each individual Residential Unit shall be separately and electronically sub-metered and billed by the Condominium to each individual Residential Unit Owner. In addition to the payment of monthly Common Charges, each Residential Unit Owner shall be obligated to pay to the Condominium the electricity charges measured by such sub-meter. Notwithstanding the foregoing, the failure of a Residential Unit Owner to pay such electricity charges shall be treated as a failure to pay Common Charges, enforceable as such by the Condominium.

ARTICLE VII. INSURANCE AND INSURANCE TRUSTEE

Section 1. Insurance to be Carried by the Board. The Board of Managers shall obtain and maintain to the extent obtainable the following insurance: fire insurance with extended coverage water damage, vandalism and malicious mischief endorsements, insuring all of the Units in the

Building in the Condominium and the bathrooms and kitchens fixtures initially installed therein by the Sponsor (but not including wall, ceiling or floor decorations or coverings furniture, furnishings, fixtures or other personal property supplied or installed by Unit Owners), together with all heating, air conditioning and other service machinery contained therein, covering the interest of the Condominium, the Board of Managers and all Unit Owners and their mortgagees, as their interests may appear, in an amount equal to the replacement value of the Building (exclusive of the cost of excavations, footings and foundation). Each of such policies shall contain a New York standard mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee hereinafter set forth; and such other insurance as the Board of Managers may determine to be necessary. All such policies shall provide that adjustment of loss shall be made by the Board of Managers with the approval of the Insurance Trustee, and that the net proceeds thereof, if $25,000 or less, shall be payable to the Board of Managers, and if more than $25,000, shall be payable to the Insurance Trustee to be applied for the purpose of repairing, restoring or rebuilding the Building unless otherwise determined by the Unit Owners. The Board of Managers is hereby irrevocably appointed agent for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium property to adjust all claims arising under insurance policies purchased by the Board of Managers and to execute and deliver releases upon the payment of claims.

The fire insurance will commence with the closing of title to the first Unit in an amount as required by the mortgagee of such Unit and such amount will be increased upon the closing of title to all Units and until the first meeting of the Board of Managers following the first Unit Owners' meeting, such amount shall be at least in the sum of the full replacement value of the Property.

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro rata liability of the insurer as a result of any insurance carried by Unit Owners or of the invalidity arising from any acts of the insureds or any Unit Owners, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) calendar days prior written notice to all of the insureds, including all mortgagees of Units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of Units at least ten (10) calendar days prior to expiration of the then current policies. The Board of Managers shall review the limits of each insurance policy, as well as the amount of any deductible thereunder, prior to obtaining a renewal of any policy of insurance. In the event a Unit Owner shall dispute the amount of coverage purchased by the Board of Managers, the Board shall duly consider an appraisal obtained by and at the expense of the Unit Owner from an insurance company or otherwise of the full replacement value of the Building, including all of the common elements appurtenant thereto, for the purpose of determining the amount of casualty insurance to be effected pursuant to this Section. The decision of the Board thereon shall be deemed conclusive for all purposes.

The Board of Managers shall also be required to obtain and maintain, to the extent

obtainable, public liability insurance in such limits as the Board of Managers may from time to time determine, covering each member of the Board of Managers, the managing agent and, except arising out of occurrences within his own Unit, each Unit Owner. Such public liability coverage shall also cover cross liability claims of one insured against another. Until the first meeting of the Board of Managers following the first annual Unit Owners meeting, such public liability insurance shall be in a single limit of $1,000,000 primary coverage per occurrence and $2,000,000 in the aggregate (plus $100,000,000 umbrella coverage per occurrence and $100,000,000 in the aggregate), covering all claims for bodily injury and property damage arising out of one occurrence on the Common Elements. Such public liability insurance shall commence on the closing of title to the first Unit. In addition, Directors and Officers liability insurance will be maintained with a limit of $1,000,000 for any one loss.

Unit Owners shall not be prohibited from carrying other insurance for their own benefit provided that such policies contain waivers of subrogation and further provided that the liability of the carriers issuing insurance procured by the Board of Managers shall not be affected or diminished by reason of any such additional insurance carried by any Unit owner.

Section 2. The Insurance Trustee. The Insurance Trustee shall be a bank or trust company located in the State of New York and designated by the Board of Managers. All fees and disbursements of the Insurance Trustee shall be paid by the Board of Managers and shall constitute a common expense of the Condominium. In the event the Insurance Trustee resigns, fails to qualify, or is replaced by the Board of Managers, the Board of Managers shall designate a new Insurance Trustee which shall be a bank or trust company located in the State of New York.

Section 3. Restoration or Reconstruction After Fire or Other Casualty. In the event of damage to or destruction of the Building as a result of fire or other casualty (unless (i) seventy-five (75%) percent or more of the Units are destroyed or substantially damaged, and (ii) seventy-five (75%) percent or more of the Unit Owners do not duly and promptly resolve to proceed with repair or restoration), the Board of Managers shall arrange for the prompt repair and restoration of the Building (including any kitchen or bathroom fixtures initially installed therein by the Sponsor, any heating, air conditioning or other service machinery which is covered by insurance, but not including any wall, ceiling or door decorations or coverings or other furnishings, fixtures or equipment installed by Unit Owners in the Units), and the Board of Managers or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense and the Board of Managers may assess all the Unit Owners for such deficit as part of the common charges.

If seventy-five (75%) percent or more of the Units are destroyed or substantially damaged and seventy-five (75%) percent or more of the Unit Owners do not duly and promptly resolve to proceed with repair or restoration, the Property shall be subject to an action for partition at the suit of any Unit owner or lienor, as if owned in common, in which event the net proceeds of sale, together with the net proceeds of insurance policies (or if there shall have been a repair or

restoration pursuant to the first paragraph of this Section 3, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration) then the excess of such insurance proceeds shall be divided by the Board of Managers or the Insurance Trustee, as the case may be, among all the Unit Owners in proportion to their respective common interests, after paying out of the share of each Unit owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

If the proceeds of physical damage insurance or condemnation awards on account of a Taking are less than $25,000 and the loss involves a Commercial Unit or a Commercial Limited Common Element such proceeds shall be paid (i) entirely to the owner of such Commercial Unit, if no part of the General Common Elements, the Residential Units, or the Residential Limited Common Elements are involved or (ii) to the Owner of the Commercial Unit, and the Board of Managers if the General Common Elements, the Residential Units, the Commercial Unit (and/or Commercial Limited Common Elements) or the Residential Common Elements are involved. In the latter case the net insurance proceeds or condemnation awards shall be shared by the Commercial Unit Owner and the Board of Managers in proportion to the cost of repairing and restoring the Commercial Unit (and/or the Commercial Limited Common Elements), the General Common Elements, the Residential Limited Common Elements and the Residential Units, respectively.

Notwithstanding the foregoing, if only a Commercial Unit (including the Commercial Limited Common Elements) is destroyed or damaged by fire or other casualty or taken in a Taking, the Owner of the Commercial Unit will alone make all arrangements for the prompt repair and restoration thereof, and if the net insurance proceeds or condemnation awards are insufficient to cover, or exceed, the cost, the Commercial Unit Owner will bear the entire amount of the deficit or shall receive all of the excess. Similarly, if only the Residential Unit and/or the Residential Limited Common Elements are damaged or destroyed by fire or other casualty or taken in a Taking and the insurance proceeds or condemnation awards are not sufficient to cover, or exceed, the cost of repairs and restoration, the deficit or surplus will be borne or shared entirely by all Residential Unit Owners in proportion to their respective Common Interest in the Residential portion of the Building. If the damage or destruction or Taking affects the Commercial Unit (and/or the Commercial Common Elements), the Residential Units, the Residential Limited Common Elements and the General Common Elements, or any combination of them, any deficit or surplus of insurance proceeds or condemnation awards shall be borne or shared by all Unit Owners in the proportion that the cost of repairing the damage, destruction or Taking to their respective Units and Limited Common Elements bears to the total cost of repairing all damage or destruction. However, the Owners of the Commercial Unit(s) will still have the right to make all arrangements for the prompt repair and restoration of their Units.

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 herein 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.

Section 4. Insurance to be Carried by all Individual Unit Owners. All Unit Owners shall be required to carry liability insurance for their own benefit, and insuring their individual Unit, in an amount of not less than $1,000,000 or such additional amounts and with such further coverages as the Board of Managers, in their reasonable discretion, may from time to time determine. All such policies shall contain waivers of subrogation and shall provide that the liability of the carriers issuing insurance obtained by the Board shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. All such insurance policies shall be issued by insurance companies and contain such additional provisions, as may be reasonably acceptable to the Board of Managers; provided, however, the Board of Managers shall be deemed to approve of an insurance company that is duly authorized to do business in the State of New York, and that is rated at the time of purchase or renewal of such policy in the then most current A.M. Best Key Rating Guide with a claims paying ability rating of A-VII or better (or the equivalent of such rating if there is a change in the basis of the rating, or any successor publication of comparable standing). Unit Owners shall present proof to the Board of Managers of above-mentioned insurance within ten (10) days after request therefor. In addition, at the request of the Sponsor or the Board of Managers, proof of such coverage shall be delivered to the Condominium prior to or simultaneously with the closing of an acquisition of a Unit. The failure of a Unit Owner to maintain such insurance, shall be a default hereunder, enforceable as such by the Board of Managers.

Section 5. Insurance for Storage Units. Each Residential Unit Owner,, shall carry and maintain, at his or her sole cost and expense, with respect to his or her appurtenant Storage Unit comprehensive public liability insurance for the benefit of Condominium and the said Residential Unit Owner fully protecting each of them against any and all claims for death or bodily injury in respect of any one occurrence, in the amount of at least $2,000,000.00 and against claims for property damage in respect of any one occurrence in the amount of in each case of at least $1,000,000.00, which insurance shall cover the Storage Unit.

ARTICLE VIII. HOUSE RULES

Section 1. In addition to the other provisions of these By-Laws, the following house rules and regulations together with such additional rules and regulations as may hereafter be adopted by the Board of Managers shall govern the use of the Units and the conduct of all residents and occupants thereof.

Section 2. Owners of a Unit, members of their families, their employees, invitees, guests

and their pets, if permitted, shall not use or permit the use of the premises in any manner which would be illegal, immoral, improper or disturbing or a nuisance to other said Owners, or in such a way as to be injurious to the reputation of the Condominium. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Notices of violations of laws, order, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with, by and at the sole expense of the Unit Owners or the Board of Managers, whichever shall have the obligation to maintain such portion of the Property.

Section 3. The Common Elements shall not be obstructed, littered, defaced or misused in any manner.

Section 4. Every Unit Owner shall be liable for any and all damage to the Common Elements and the property of the Condominium, which shall be caused by said Unit Owner or such other person for whose conduct he is legally responsible.

Section 5. (a) Every Unit Owner must perform promptly all maintenance and repair work to his Unit which, if omitted would affect the Condominium in its entirety or in a part belonging to other Unit Owners, or the Building of which his Unit forms a part, he being expressly responsible for the damages and liabilities that his failure to do so may engender.

(b) All the repairs to internal installations and appliances of the Unit located in and servicing only that Unit, such as telephones, plumbing, electrical and sanitary installations shall be at the Unit Owner's expense.

Section 6. (a) A Residential Unit Owner can make any interior, non-structural alterations or improvements to his respective Residential Unit, he or she desires without obtaining the consent of the Condominium so long as such alterations or improvements do not affect the structural portions or exterior of the Building or any Common Elements. In the event such alterations or improvements affect the structural portions or soundness of the Building, the Residential Unit Owner must first obtain the written consent of the Board of Managers of the Condominium, which shall not be unreasonably withheld. All alterations, additions or improvements completed by a Residential Unit Owner pursuant to this Article SIXTH (b) shall comply with the following: (i) any alterations, additions or improvements pursuant to this paragraph shall be done at the sole cost and expense of the Residential Unit Owner and must comply with all applicable law; (ii) any such Residential Unit Owner shall indemnify and hold harmless the Condominium for any damages whatsoever incurred in conjunction with such alterations, additions or improvements; (iii) prior to the commencement of any work, such Residential Unit Owner shall obtain such insurance coverages in such amounts as the Board of Managers may reasonably require, including, without limitation, workers compensation and liability insurance; (iv) all such work shall be completed expeditiously and in good condition and free of any liens of any kind; (v) the Residential Unit Owner shall not then be in default hereunder after notice and the expiration of any applicable grace and notice period; and (vi) the

Residential Unit Owner shall pay the Condominium all reasonable expenses incurred in connection with obtaining its consent to any such alterations, including, without limitation, the cost of any professional(s) hired by the Condominium to review such application. In no event shall any Residential Unit Owner subdivide his or her Unit into more than one (1) Unit. The foregoing restriction shall not apply to the Declarant.

(b) The Sponsor or its designees shall have the right, without the consent of the Board of Managers other Unit Owners or their mortgagees, to (i) make alterations, additions or improvements structural and non-structural, ordinary and extraordinary, interior and exterior, in, to, and upon any Units owned by it; (ii) change the layout or number of rooms in the Units; (iii) change the size and/or number of Units by subdividing a Unit, combining separate Units (including those resulting from such subdivision or otherwise) into one or more Units or altering the boundary walls between Units or otherwise; (iv) reapportion among the Units affected by such change their appurtenant interest in the Common Elements; provided, however, that in each instance such alterations or changes do not impair the structural soundness of the Unit or the Building and the Sponsor or its designee complies with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall hold the Board of Managers and all other Unit Owners harmless from any liability arising therefrom. The provisions of this subparagraph (b) may not be amended or modified without the written consent of the Sponsor.

(c) The Board of Managers will execute any application or other document required to be filed with any governmental authority having or asserting jurisdiction in connection with any such installation or structural addition, alteration or improvement made by the Sponsor or his designee to any Unit, provided, however, that neither the Board of Managers nor the other Unit Owners shall be subjected to any expense or liability by virtue of the execution of the application or such other document.

Section 7. (a) No Residential Unit Owner shall post any advertisement or posters of any kind in or on the Community except as authorized by the Board of Managers.

(b) It is prohibited to hang garments, rugs, etc. from the windows, or from the Building or to string clothes lines on or over the Common Elements (including the irrevocably restricted areas) or to use any of the Common Elements for storage purposes except any designated Storage Unit which is part of the Residential Unit. No storage of flammable materials, other hazardous materials, the storage of which may constitute a Building code violation, any materials that cause noxious odors or other nuisances shall be stored in any storage areas or any such Storage Unit. All provisions for safety shall be the sole responsibility of the Unit Owner and the Unit Owner should have their own insurance covering the storage area.

(c) No Residential Unit Owner shall paint the exterior surfaces of the windows, walls, or doors opening out of his Unit.

(d) No television or radio antenna or any other type of receiving or transmitting

antenna or structure shall be erected on the exterior of the Building without the prior written consent of the Board of Managers.

(e) Each Unit Owner shall keep his Unit and its appurtenant irrevocable restricted areas in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the By-Laws.

Section 8. House Rules and Regulations for the Residential Units and Residential Limited Common Elements.

(a) The sidewalks, entrances, passages, public halls, vestibules, corridors and stairways of or appurtenant to the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Residential Units. No vehicle belonging to a Unit Owner, to a family member or a Residential Unit Owner, or to a guest, tenant, subtenant, licensee, invitee, employee, or agent of a Residential Unit Owner shall be parked in such a manner as to impede or prevent ready access to any entrance to, or exit from the Building.

(b) No baby carriages, bicycles, scooters, rollerblades, skateboards, or similar vehicles shall be allowed to stand or be ridden in the public halls, passageways, or other public areas of the Building.

(c) All service and delivery persons will be required to use the elevator designated by the Condominium Board or the Managing Agent.

(d) Trunks and heavy baggage shall be taken in or out of the building only by the elevator designated by the Condominium Board or the Managing Agent.

(e) No article (including, but not limited to, garbage cans, bottles or mats) shall be placed or stored in any of the halls or on any of the staircases of the Building, nor shall any fire exit thereof be obstructed in any manner.

(f) No refuse from the Residential Units shall be sent to the service area of the Building, except at such times and in such manner as the Condominium Board or Managing Agent may direct. Nothing shall be hung or shaken from any doors, windows, or placed upon the exterior window sills, of the Building, and no Residential Unit Owner shall sweep or throw, or permit to be swept or thrown, any dirt, debris or other substance therefrom.

(g) There shall be no playing or lounging in the entrances, passages, public halls, vestibules, corridors, or stairways, of the Building, except in designated recreational areas, if any or other areas designated as such in the Declaration or by the Board.

(h) The Board or the Managing Agent may, from time to time, curtail or relocate any portion of the Residential Limited Common Elements devoted to storage, recreation, or service

purposes in the Building.

(i) Nothing shall be done or kept in any Unit or in the Common Areas that will increase the rate of insurance of the Building or the contents thereof, without the prior written consent of the Board. No Residential Unit Owner shall permit anything to be done or kept in his Residential Unit or in the Common Areas, or the contents thereof, that will result in the cancellation of insurance on the Building, or that would be in violation of any Law. No Residential Unit Owner or any of his family members, agents, servants, employees, licenses, or visitors shall, at any time, bring into or keep in his Residential Unit or Common Areas any inflammable, combustible, or explosive fluid, material, chemical or substance, except as shall be necessary and appropriate for the permitted uses of such Unit or Common Areas.

(j) No Residential Unit owner shall make, cause, or permit any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from his Residential Unit or its appurtenant Common Elements or permit anything to be done therein that will interfere with the rights, comforts, or conveniences of the other Residential Unit Owners. No Residential Unit Owner shall play upon or suffer to be played upon any musical instrument, or shall operate or permit to be operated a phonograph, radio, television set, or other loudspeaker in such Residential Unit Owner's Unit between 10:00 P.M. and the following 9:00 A.M., if the same shall disturb or annoy other occupants of the Building, and in no event shall any Residential Unit Owner practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and the following 9:00 A.M. No construction, repair work, or other installation involving noise shall be conducted in any Residential Unit except on weekdays (not including legal holidays) and only between the hours of 9:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency.

(k) No bird, reptile, or animal shall be permitted, raised, bred, kept, or harbored in the Residential Units unless, in each instance, the same shall have been expressly permitted in writing by the Board or the Managing Agent. Any such consent, if given, shall be revocable at any time by the Board or the Managing Agent in their sole discretion. In no event shall any bird, reptile, or animal be permitted in any of the elevators of the Building or public portions of the Building unless carried or on leash. No pigeons or other birds or animals shall be fed from the window sills, or other public portions of the Building, or on the sidewalk or street adjacent to the Building. Notwithstanding the foregoing, all Residential Unit Owners may maintain in their respective Units, customary house pets, including, without limitation, not more than two (2) dogs weighing not more than 50 pounds each at maturity, and not more than two (2) cats, subject to such reasonable rules and regulations as the Board of Managers shall reasonably adopt. Dobermans, Pit Bulls, Danes, German Shepherds, large Collies, Huskies, Saint Bernards, Mastiffs, Rhodesian Ridgebacks, or similar dogs are specifically prohibited. Subject to the prior written consent of the Board of Managers, which shall not be unreasonably withheld or delayed upon the presentation of reasonable medical evidence and other proofs, the restriction of this Article VIII, Section 8 (k) shall not apply to service and so-called seeing eye dogs. In addition, all house pets harbored or kept within a Residential Unit, shall be subject to the following:

(i) No "visiting" or "guest" pets shall be permitted in the Building.

(ii) Permission to harbor a pet must be granted by the Condominium Board. Failure to register a pet or harboring a prohibited pet or any infraction of this Section 8 (k) shall be construed as a violation of the Rules and Regulations and shall result in a $100 fine per infraction or per day until such violation is cured.

(iii) Pet owners must be respectful of those residents and guests who may be uncomfortable with dogs and all dog owners must wait for an empty elevator if requested to do so. A dog owner may be requested to muzzle certain pets when in public areas or common areas.

(iv) Subject to approval by the Condominium Board in each instance, no more than two (2) cats or two (2) birds may be harbored in any Unit at any time.

(v) No pet may cause conditions which are a nuisance to residents, their children, employees and guests, and the staff of the building including, but not limited to defecation or urination in any common area of the building, the grounds and plantings, the entrances; causing damage to the property; aggressive behavior towards people and/or other pets; and, in the case of dogs, continuous barking. It is the pet owner's responsibility to clean up after their pet in the event of an "accident" and to advise the Building staff immediately to prevent odors and minimize damage to the Building.

(vi) In no event shall any pet be permitted in any portion of the common areas unless carried on a leash or in a container. In no event shall any pet be permitted in any gardening plot under any circumstances.

(vii) Subject to approval by the Condominium Board in each instance, a Unit Owner may install a fresh water fish tank with a capacity not to exceed 50 gallons of water in a Unit. For purposes of this paragraph, combined units shall constitute a single Unit. No salt water fish tanks will be permitted. No Unit Owner will be permitted to install a direct hook up to the Building's water supply.

(l) No Residential Unit Owner shall install any planting in the Common Areas without the prior written approval of the Board. It shall be the responsibility of the Residential Unit Owner to maintain all plantings in the Residential Units to prevent any damage to floors and walls. Residential Unit Owners shall pay the cost of any repairs rendered necessary, or damage caused, by such plantings.

(m) No group tour, open house or exhibition of any Residential Unit or its contents shall be conducted, nor shall any auction sale be held in any Resident Unit, without the consent of the Condominium Board or the Managing Agent in each instance. In the event that any Residential Unit shall be used for home occupation or professional purposes in conformance with the Declaration and the By-Laws, no patients, clients, or other invitees shall be permitted to wait in any lobby, public hallway, or vestibule.

(n) No window guards or other window decorations shall be used in or about any Residential Unit, except such as shall have been approved in writing by the Board or the Managing Agent, which approval shall not be unreasonably withheld or delayed. In no event, however, shall any exterior glass surface of any windows at the Property be colored or painted.

(o) No ventilator or air conditioning device shall be installed in any Residential Unit without the prior written approval of the Board, which approval may be granted or refused in the sole discretion of the Board.

(p) No radio or television aerial shall be attached to or hung from the exterior of the Building, 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 Building, except such as are permitted pursuant to the terms of Declaration and/or By-Laws or shall have been approved in writing by the Board or the Managing Agent. Nothing shall be projected from any window of a Residential Unit without similar approval.

(q) All radio, television, or other electrical equipment of any kind or nature installed or used in each Residential Unit shall fully comply with all rules, regulations, requirements, or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Residential Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment.

(r) Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were designed, and no sweepings, rubbish, rags or any other article shall be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus in a Residential Unit shall be repaired and paid for by the Owner of such Residential Unit.

(s) Each Residential Unit Owner shall keep his Residential Unit and its appurtenant irrevocably restricted areas in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the By-Laws.

(t) The agents of the Board or the Managing Agent, and any contractor or workman authorized by the Board or the Managing Agent, may enter any room in a Residential Unit at any reasonable hour of the day, on at least one day's prior notice to the Residential Unit Owner, for the purpose of inspecting such Residential Unit for the presence of any vermin, insects, or other pests

and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects, or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes.

(u) The Board or the Managing Agent may retain a pass-key to each Residential Unit. If any lock is altered or a new lock is installed, the Board or the Managing Agent shall be provided with a key thereto immediately upon such alteration or installation. If the Residential Unit Owner is not personally present to open and permit an entry to his Residential Unit at any time when any entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws, and has not furnished a key to the Board or the Managing Agent, then the Board or Managing Agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium or an officer of the Managing Agent) may forcibly enter such Residential Unit without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such Residential Unit Owner's property).

(v) If any key or keys are entrusted by a Residential Unit Owner, by any family member thereof, or by his agent, servant, employee, licensee, or visitor to an employee of the Condominium or of the Managing Agent, whether for such Unit Owner's Unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Residential Unit Owner, and neither the Board nor the Managing Agent shall (except as provided in Rule (r) above) be liable for injury, loss, or damage or any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

(w) No occupant of the Building shall send any employee of the Condominium or of a Managing Agent out of the Building on any private business.

(r) Any consent or approval given under these Rules and Regulations may be amended, modified, added to, or repealed at any time by resolution of the Board. Further, any such consent or approval may, in the discretion of the Board or the Managing Agent, be conditional in nature.

(x) Complaints regarding the service of the Condominium shall be made in writing to the Board or to the Managing Agent.

(y) There shall be no barbecuing in the Residential Units, in their appurtenant Residential Limited Common Elements, if any, or in the Common Elements, including without limitation, any set back terrace or balcony that are part of a Residential Unit.

(z) No Residential Unit Owner shall install any granite, ceramic tile, marble, stone or other hard-surfaced flooring in a Unit without the prior written approval of the Condominium Board and without compliance with the provisions of the Unit Alteration Agreement of the Condominium Board then in effect. No granite, ceramic tile, marble, stone or other hard-

surfaced flooring may be installed excepted within the original demising walls of the entry foyer, kitchen, bathrooms, pantry and laundry room and that no removals of floor slab materials may take place in those locations. The Condominium Board may require installation of a sound retardant underlayment beneath such flooring and/or such other requirements as maybe directed by the Condominiums Board's architect or engineer.

(aa) Residential Unit Owners and their respective Family Members, guests, servants, employees, agents, visitors, or licensees shall not at any time or for any reason whatsoever, enter upon, or attempt to enter upon, the roof of the Building.

(ab) Upon receipt by the President of the Board of Managers or by the Managing Agent, of a signed written complaint alleging violation of any of the House Rules or other provisions of the By-Laws as herein established or hereafter established or adopted by the Board of Managers, the President of the Board, or in his absence, the Vice President together with a minimum of two (2) other members of the Board, without a formal meeting of the Board, shall make a determination as to the validity of the complaint. Any Residential Unit Owner accused of a violation of the House Rules or other provisions of the By-laws shall be entitled to receive written notice by registered mail of such accusation. The written notice shall contain the following statements:

(i) A copy of the rule or regulation the Residential Unit Owner has violated and a description of the manner in which the Residential Unit Owner violated the rule or regulation.

(ii) A time and place at which the Residential Unit Owner shall be given the opportunity to present a defense before final action is taken.

If, after said notice and hearing it is determined that the complaint is valid and justified the Managing Agent shall be directed to send written notice to the violator. If the violation is not corrected or eliminated within a period of three (3) days from the date of receipt of such notice, another notice will be sent levying a fine of up to $100.00 upon the violator; such fine is to be considered as an additional common charge to the account of the violator and shall be treated as such regarding late penalties and a lien upon the property as elsewhere provided for in the Declaration of Condominium or By-Laws. If after imposition of a fine the violation is not corrected or eliminated, the Board of Managers may assess additional fines of up to $100.00 each after serving written notice upon the violator as provided for above. If the violation results in loss of or damage to property classified as common area, the Board of Managers shall itself or direct the Managing Agent, if employed, to have said loss or damage repaired or replaced and the actual cost of said repair or replacement shall be assessed to the violator as an additional common charge.

The provisions set forth above shall not be applicable to the Sponsor, its designees and the Commercial Unit Owner. The Sponsor, its nominees and agents, shall have the right and privilege to maintain general and local sale offices in and about the Condominium, including any model Units located within the Building, and shall have the right and privilege to have their representatives,

employees and agents present on the Condominium premises to show the Units to prospective purchasers, to utilize the common elements, and, without limitation, to do any and all things necessary and incident to the sale of the Units, without charge or contribution other than in the form of common charge payments as otherwise provided for herein.

The Sponsor shall have the right to continue to employ signs of its choice upon the Condominium premises in its efforts to renovate and sell the Units. Incident to the rights and privileges provided for herein, the officers, employees, agents, contractors, guests and invitees of the Sponsor, its successors and assigns, shall have the right of ingress and egress to and throughout the Common Elements of the Condominium. The last two paragraphs of this Article VIII may not be modified or amended without the written consent of the Sponsor so long as the Sponsor continues to own one or more unsold Units.

ARTICLE IX. DEFAULT

Each Unit Owner shall be governed by and shall conform with these By-Laws and the Declaration attached hereto. Failure to do so shall entitle the Board of Managers or any Unit Owner to recover damages or obtain injunctive relief, or both, and the prevailing party shall be entitled to attorneys fees, but such relief shall not be exclusive of other remedies provided by law.

In the event a Unit Owner does not pay any sums, charges or assessments required to be paid when due, the Board of Managers, acting in behalf of the Board shall notify the Unit Owner and the mortgagee, if any, of such Unit. If such sum, charge or assessment shall remain unpaid for ninety (90) days after the giving of such notice, the Board may foreclose the lien encumbering the Unit as a result of the nonpayment of the required monies as set forth in the Declaration (subject to the lien of any first mortgage), in the same manner as the foreclosure of a mortgage. In the event the Owner of a Unit does not pay the assessment required to be paid by him within thirty (30) calendar days of its due date, said sum shall bear interest at the maximum amount permitted by the State of New York from its due date and said Unit owner shall be liable for the Condominium's reasonable costs and reasonable attorney's fee incurred by it incident to the collection or enforcement of such lien.

ARTICLE X. AMENDMENTS

(a) These By-Laws may be altered, amended or added to at any duly called Unit Owners' meeting; provided: (1) that the notice of the meeting shall contain a full statement of the proposed amendment; (2) that the amendment shall be approved by sixty six and 67/100 (66.67%) percent of the Unit Owners in number and common interest; and (3) said amendment shall be set forth in a duly recorded amendment to the Declaration. However, no amendment shall affect or impair the validity or priority of the Unit Owner's interests and the interest of holders of a mortgage encumbering a Unit or Units.

(b) 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 the Sponsor or its designee without the consent of the Board or the Unit Owners shall be embodied in an instrument executed and recorded in the Register's office by the Sponsor or such designee) as attorney-in-fact of both the 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 the Sponsor or such designee, certifying that the amendment, modification, addition, or deletion set forth therein was effectuated by the Sponsor or such designee pursuant to the terms of the Declaration and/or these By-Laws. No such amendment, modification, addition, or deletion shall be effective unless and until such instrument shall be duly recorded in the Register's Office.

(c) Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition or deletion of or to these By-Laws, including the Rules and Regulations, will be effective in any respect against the Sponsor or its designee, the owner of any Commercial Unit(s) or the holder of any present of future mortgage, pledge, lien or security agreement covering any Unsold Unit or Commercial Unit unless and until the Sponsor, such designee, the Commercial Unit Owner(s) and/or such mortgagee(s) (as the case may be) consents thereto in writing.

ARTICLE XI. SELLING, MORTGAGING AND LEASING OF UNITS

Section 1A. Selling and Leasing of Residential Units. No Residential Unit Owner (hereinafter "Unit Owners" for the purposes of this Article XI, Section 1, only), other than Sponsor or its designee, may sell or lease his Unit, except by complying with the following provisions. Any Unit Owner who receives a bona fide offer to (a) purchase his Residential Unit together with (i) the undivided interest in the Common Elements appurtenant thereto, and (ii) the interest of such Residential Unit Owner in any Unit theretofore acquired by the Board of Mangers or its designee on behalf of all Unit Owners, or his interest in the proceeds of sale or resale of such Unit, if any, or (b) lease his Residential Unit (such an offer to purchase or lease a Unit, as the case may be, is called an "Outside Offer", the party making any such Outside Offer is called an "Outside Offer" and the Unit owner to whom the Outside Offer is made is called the "Offeree Unit Owner"), which he intends to accept, shall give notice by certified or registered mail to the Board of Managers of the receipt of such Outside Offer. Said notice shall state the name and address of the Outside Offeror, the terms of the proposed transaction and such other information as the Board of Managers may reasonably require. The giving of such notice to the Board of Managers shall constitute an offer by such Residential Unit Owner to sell his Residential Unit or lease his Residential Unit to the Board of Managers or its designee, corporate or otherwise on behalf of all other Unit Owners, upon the same terms and conditions as contained in such Outside Offer and shall also constitute a warranty and representation by the Offeree Unit Owner who has received such Outside Offer to the Board of Managers, on behalf of all Unit Owners, that such Unit Owner believes the Outside Offer to be bona fide in all respects The Offeree Unit Owner shall submit in writing such further information with respect thereto as the Board of Managers may reasonably request. Not later than twenty (20) days after the later of the receipt of such notice or such further information as may have been requested by the Board of Managers, the Board of Managers may elect, by sending written notice to such

Offeree Unit Owner before the expiration of said twenty (20) day period, by certified or registered mail, return receipt requested, to purchase such Unit or to lease such Unit, as the case may be, or to cause the same to be purchased or leased by its designee (corporate or otherwise), on behalf of all Unit Owners on the same terms and conditions as contained in the Outside Offer and stated in the notice from the Offeree Unit Owner.

In the event the Board of Managers shall timely elect to purchase any such Unit or to Lease such Unit or to cause the same to be purchased or leased by its designee, corporate or otherwise, title shall close or lease shall be executed at the office of the attorneys for the Condominium, in accordance with the terms of the Outside Offeror, within forty-five (45) day after the giving of notice by the Board of Managers of its election to accept such offer. If, pursuant to such Outside Offer to purchase such Unit, the Outside Offeror was to assume or take title to the Unit subject to the Offeree Unit Owner's existing mortgage or mortgages, the Board of Managers may purchase the Unit and assume to take title to the Unit subject to said existing mortgage or mortgages, as the case may be. At the closing, the Offeree Unit Owner, if such Unit is to be sold, shall convey the same to the Board of Managers, or to its designee, on behalf of all other Unit Owners, by deed in the form required by Section 339-0 of the Real Property Law of the State of New York, with all tax and other documents and/or documentary stamps affixed at the expense of such Unit Owner, who shall also pay all the taxes arising out of such sale. Real estate taxes (including water charges and sewer rents if separately assessed), mortgage interests, if any and the Common Charges shall be apportioned between the Offeree Unit owner and the Board of Managers, or its designee (corporate or otherwise), as of the closing date. In the event such Unit is to be leased, the Offeree Unit Owner shall execute and deliver to the Board of Managers, or to its designee (corporate or otherwise), a lease between the Offeree Unit Owner, as Landlord, and the Board of Managers, or its designee (corporate or otherwise), as Tenant, covering such Unit for the rental and terms contained in such Outside Offer.

In the event the Board of Managers or its designee shall fail to accept such offer within twenty (20) days after receipt of such notice, as aforesaid, or in the event the Board of Managers shall, prior thereto, waive such right of first refusal in accordance with Section 4 of this Article, the Offeree Unit Owner shall be free to accept the Outside Offer within a sixty (60) day period after (i) notice of refusal is sent or (ii) the expiration of the period in which the Board of Managers or its designee might have accepted such offer, as the case may be. In the event the Offeree Unit Owner shall not, within such sixty (60) day period, accept the Outside Offer within such Sixty (60) day period, but such sale or lease, as the case may be, shall not sell such Unit or lease such Unit, as the case may be, the Offeree Unit Owner shall be required to again comply with all the terms and conditions of this Section

Any deed to an Outside offer or shall provide that the acceptance thereof by the Grantee shall constitute an assumption of the provisions of the Declaration, the By-Laws and the Rules and Regulations, as the same may be amended from time to time.

Any lease executed in connection with the acceptance of an Outside Offer to lease a Unit

shall be consistent with these By-Laws and shall provide that it may not be modified, amended, extended, or assigned without the prior written consent of the Board of Managers; the tenant shall not assign his interest in such Lease or sublet the demised premises or any part thereof without the prior written consent of the Board of Managers; and the Board of Managers shall have the power to terminate such lease and/or to bring summary proceedings in the event of M a default by the tenant to perform its obligations under such lease or (ii) a foreclosure of the lien granted by Section 339-z of the Real Property Law of the State of New York.

Except as hereinabove set forth, the form of any such lease executed by the Board of Managers, or an Outside Offeror, shall be the then current form of apartment lease recommended by the Real Estate Board of New York, Inc., shall be for a term of not less than one (1) year and shall contain such other modifications as shall be approved in writing by the Board of Managers. In addition any extension of any such lease shall be subject to the prior written consent of the Board of Managers, which shall not be unreasonably withheld or delayed, provided any such tenant and the applicable Unit Owner complied with the terms of such lease and was not otherwise in default hereunder. Any lease executed by the Board of Managers as tenant, shall provide that the Board may enter into a sublease of the premises without the consent of the landlord.

Any purported sale or lease of a Unit in violation of this section shall be voidable at the election of the Board of Managers and, if the Board of Managers shall so elect, the Unit Owner shall be deemed to have authorized and empowered the Board of Managers to commence legal proceedings to evict the purported tenant (in the case of an unauthorized leasing) in the name of the said Unit Owner as the purported landlord. Said Unit Owner shall reimburse the Board of Managers for all expenses (including attorneys' fees and disbursements) incurred in connection with such proceedings.

The foregoing restrictions of Section 1A of this Article XI shall not apply to any Units owned by Sponsor, or its designee, or any mortgagee acquiring title to a Unit, in a foreclosure or otherwise. The Sponsor or its designee shall have the right to freely sell their Unit or to freely lease all or any part thereof without first having to offer the same for sale or lease to the Board of Managers.

Section 1B. Sale and Leasing of Storage Units. Storage Units may only be sold or leased within the context of a corresponding sale or lease of the appurtenant Residential Unit to a third-party, subject only to a right of first refusal by the Board of Managers of the Condominium covering the sale or lease of the respective Residential Unit, as provided for in ARTICLE XI, Section 1A, above. Individual Storage Units may only be leased on a stand-alone basis, to another Residential Unit Owner, subject only to a right of first refusal by the Board of Managers of the Condominium covering the lease of such Storage Unit, which shall also be applied in accordance with ARTICLE XI, Section 1A, above.

Section 1C. Sale and Leasing of Commercial Unit. Anything herein to the contrary notwithstanding, the Commercial Unit Owner shall have the right, without the payment of any fees

or charges to the Board, to transfer or sell and/or lease the Commercial Unit without the Board having any right of first refusal to lease, or to procure a third party to purchase or lease, the same, and all the sale and rental proceeds shall belong solely to the Commercial Unit Owner.

Section 2. Consent of Unit Owners to Purchase, Sale or Lease of Residential Unit by Board of Managers. The Board of Managers shall not exercise any option hereinabove set forth to purchase or lease any Residential Unit, as well as any subsequent sale of a Residential Unit acquired by the Board of Managers pursuant to Article XI, Section 1A, hereof, without the prior approval of a majority of the Unit Owners present and voting in a meeting at which a quorum is present.

Section 3. Release by Board of Managers of the Right of First Refusal. The right of first refusal contained in Section I of this Article XI may be released or waived by the Board of Managers only in the manner provided in Section 4 of this Article XI. In the event the Board of Managers shall release or waive its right of first refusal as to any Unit, such Unit may be sold, conveyed or leased free and clear of the provisions of said Section 1 and all other restrictions, except that no Unit Owner shall convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until all unpaid Common Charges assessed against his Unit shall have been paid to the Board of Managers. However, such unpaid Common Charges can be paid out of the proceeds from the sale of a Unit or by the grantee. Further, a Unit Owner may convey his Unit and his Common Interest appurtenant thereto to the Board of Managers on behalf of all Unit Owners free of any cost to the Board or the Unit Owners, and upon such conveyance such Unit Owner shall not be liable for any Common Charges thereafter accruing against such Unit. Any sale or lease of any Unit in violation of this section shall be voidable at the election of the Board of Managers.

Section 4. Certificate of Termination of Right of First Refusal. A certificate executed and acknowledged by the Secretary of the Condominium, stating that the provisions of Section 1 of this Article XI have been met by a Unit Owner or stating that the Right of First Refusal contained therein has been duly released or waived by the Board of Managers, and that as a result thereof the rights of the Board of Managers thereunder shall terminate, shall be conclusive upon the Board of Managers and the Unit Owners in favor of all persons who rely upon such certificate in good faith. The Board of Managers shall furnish, without charge, such certificate upon request to any Unit owner with respect to whom the provisions of such section have, in fact, terminated.

Section 5. Financing of Purchase of Unit by Board of Managers. The purchase of a Unit by the Board of Managers or its designee, on behalf of all Unit Owners, may be made from funds deposited in the capital and or expense account of the Condominium. If the funds in such accounts are insufficient to effectuate any such purchase, the Board of Managers may levy an assessment against each Unit owner, in proportion to his interest in the Common Elements, as a Common Charge, and/or the Board of Managers may in its discretion finance the acquisition of the Unit; provided, however, that no such financing may be secured by an encumbrance, or an hypothecation of any portion of the Property other than the Unit to be purchased.

Section 6. Exceptions. The provisions of Section 1A of this Article XI shall not apply with

respect to any lease, sale or conveyance of a Residential Unit by (a) the Residential Unit Owner thereof to his spouse, adult children, parents, parents-in-law, adult siblings or any one or more of them, (b) the Sponsor or its designee, (c) the Board of Managers, or (d) any proper officer conducting the sale of the Unit in connection with the foreclosure of a mortgage or other lien covering such Unit, or delivering a deed in lieu of such foreclosure; provided, however, that the new Unit Owner shall be bound by, and his Unit subject to, the provisions of this Article.

Section 7. Waiver of Partition Rights. The Unit Owners waive all of their voting rights concerning partition respecting any Unit acquired by the Board of Managers in accordance with this Article.

Section 8. Mortgaging of Unit. No Unit Owner shall mortgage his Unit except by a mortgage loan granted by a federal or state savings and loan association, savings or commercial bank, mortgage company, life insurance company, union pension fund, agency of the United States Government or agency of the State of New York or a purchase money mortgage loan granted by the Seller or in participation with one of the above institutions.

Whenever the term "Unit" is referred to in this section, it shall include the Residential Unit, the Residential Unit Owner's undivided interest in the Common Property and the Residential Unit Owner's interest in any Units acquired by the Board of Managers.

Section 9. Gifts, etc. Any Unit Owner may convey or transfer his Unit by gift during his lifetime or devise his Unit by will or pass the same by intestacy, without restrictions.

Section 10. Residential Unit Leasing Restrictions.

(a) Except as noted in Section 10(c), every lease on every Residential Unit in the Condominium is subject to the following rules and regulations, regardless of whether in the lease:

(i) the lease must be in writing;

(ii) the lease must be for the entire Residential Unit;

(iii) the lease must be for a minimum period of not less than 12 months.

(iv) the use of the premises is subject to the Declaration, the By-Laws and the Rules and Regulations of the Condominium;

(v) within 30 calendar days of occupancy by the tenant, the name and telephone number of the tenant, together with a clear and complete copy of the lease, must be furnished to the management company or to an officer or manager of the Condominium;

(vi) the Residential Unit cannot be used as a motel or hotel or otherwise for

transient tenants;

(vii) if any owner (landlord) or tenant is in violation of any of the provisions of the Declaration or By-Laws, or both, including Rules and Regulations, subject to the 30 day notice to cure as set forth below, the Board of Managers on behalf of the Condominium may bring an action in its own name or in the name of the owner, or both, to have the tenant evicted or to recover damages, or both. If the court finds that the tenant is or has violated any of the provisions of the Declaration, the By-Laws of the Condominium or the Rules and Regulations, the court may find the tenant guilty of forcible detainer despite the facts that the owner is not a party to the action and/or that the tenant is not otherwise in violation of tenant's lease or other rental agreements with the owner. For purposes of granting the forcible detainer against the tenant, the court may consider the owner a person in whose name a contract (the lease or rental agreement) was made for the benefit of another (the Condominium). The remedy provided by this subsection is not exclusive, and is in addition to any other remedy or remedies available to the Condominium. If permitted by present or future law, the Condominium may recover all of its cost, including court costs and reasonable attorney's fees, and these costs shall be a continuing lien on the Residential Unit that shall bind the Residential Unit in the hands of the then Residential Unit Owners and the Residential Unit Owner's successors and assigns. The Condominium shall give the tenant and the Owner written notice of the nature of the violation of the rules, and 30 days from the mailing of the notice in which to cure the violation before the Condominium may file for eviction.

(b) By becoming a tenant, each tenant agrees to be bound by the Declaration, the By-Laws and other Rules and Regulations of the Condominium, and recognizes and accepts the right and the power of the Condominium to evict the tenant for any violation by the tenant of the Declaration, the By-Laws and the other Rules and Regulations of the Condominium.

(c) To protect first mortgage lenders and to encourage first mortgage lenders to make loans on Residential Units in the Condominium, only subsections (iv) and (v) of Section 10(a) of these Rules and Regulations apply to a first mortgage lender who has title to the Residential Unit through (a) foreclosure of its first mortgage on the Residential Unit; or (b) a deed in lieu of foreclosure of its first mortgage on the Residential Unit. Any subsequent purchaser from the first mortgage lender is subject to all of the Rules and Regulations.

(d) The provisions of this Section 10 do not apply to the Sponsor, or its designee.

Section 11. Working Capital Fund. Each purchaser of a Residential Unit, including all purchasers who purchase a Residential Unit in connection with a re-sale thereof and not from the Sponsor, shall pay to the Condominium simultaneous with closing thereof a sum equal to two (2) month's of the Unit's then common charges as a contribution to the Condominium's working capital fund.

Section 12. Resale Fee.

Anything herein or the Declaration contained to the contrary notwithstanding, in the event any Residential Unit Owner who purchases his or her Unit from the Sponsor, or its designee, pursuant to the Plan, enters into an agreement, written or oral ("Resale Agreement") to resell the Unit, within the earlier of (i) one (1) year from the date of the closing of the purchase of such Unit or (ii) the date that the Sponsor only owns two (2) Residential Units or less in the Property, such Residential Unit Owner shall be obligated to pay Sponsor a portion of the proceeds of the sale thereof ("Resale Fee"), as hereinafter provided. Any such Residential Unit Owner shall provide Sponsor with a copy of the Resale Agreement within ten (10) calendar days after the execution thereof. The Resale Fee paid to Sponsor, as herein provided shall be equal to 25% of the difference between: (A) the sales price of the Unit pursuant to the Resale Agreement less the following expenses actually paid for by the Residential Unit Owner (to the extent applicable): (1) brokerage commissions not exceeding 6% in the aggregate; (2) transfer taxes imposed by law and (3) actual legal fees not exceeding $5,000; and (B) the purchase price paid by and such Residential Unit Owner in connection with the purchase of the Unit from the Sponsor.

Set forth below, and for illustrative purposes only, is an example of the calculation of a Resale Fee:

Resale Price:	$6,000,000
Purchase Price for Unit Acquired from Sponsor	$4,500,000
Gross Profit	$1,500,000
Less the Following Closing Expenses:	
Broker (6%)	$ 360,000
Transfer Tax (1.825%)	$ 109,500
Legal Fees	$ 5,000
Total Closing Expenses:	< $474,500>
Net Profit	$1,025,000
Resale Fee Paid to Sponsor (25% of Net Profit):	**$ 256,250**

The Resale Fee shall be paid to Sponsor by wire transfer on the date of the closing pursuant to the Resale Agreement. Any deductions for allowable expenses paid by Purchaser must be supported by documentation acceptable to Sponsor.

ARTICLE XII. ARBITRATION

Section 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 New York City, 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 New York City, New York before one arbitrator appointed, upon the application of any party by the Real Estate Board of New York.

Section 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 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 3. Binding Effect. The decision in any arbitration conducted pursuant to the terms of Section 1 and 2 hereof shall be binding upon all of the parties thereto and may be entered in any court of appropriate jurisdiction.

Section 4. Costs and Expenses. 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 his counsel and expert witnesses.

All costs and expenses paid or incurred by the Condominium Board in connection with any arbitration held hereunder, including, without limitation, the fees and expenses of counsel and expert witnesses, shall constitute Common Expenses.

ARTICLE XIII. CONDEMNATION

In the event all or part of the common elements are taken in condemnation or eminent domain proceedings, the award from such proceedings shall be paid to the Insurance Trustee if the award is more than $25,000 and to the Board of Managers if the award is $25,000 or less, to be distributed in accordance with Section 3 of Article VII but in the following amounts:

(a) so much of the award as is applicable to unrestricted Common Elements, to the Unit Owners pro rata according to the respective common interests appurtenant to the Units owned by such Unit Owners.

(b) so much of the award as is applicable to irrevocably restricted common elements, to the Unit Owner having general use of such Common Element.

In such eminent domain or condemnation proceeding the Board shall request that the award shall set forth the amount allocated to unrestricted Common Elements and to each irrevocably restricted common element. In the event the award does not set forth such allocation, then the question of such allocation shall be submitted to arbitration in accordance with the Arbitration Statutes of the State of New York.

If a portion of irrevocably restricted common elements is taken in condemnation or eminent domain proceedings as aforesaid, the common interest appurtenant to the Unit thereby affected shall be adjusted accordingly and reflected in an Amendment to the Declaration duly executed and acknowledged by the Condominium Board and the Unit Owners together with the holders of record of all liens.

ARTICLE XIV. MISCELLANEOUS

Section 1. Insurance. Under no circumstances shall a Unit owner permit or suffer anything to be done or left in his Unit which will increase the insurance rates on his Unit or any other Unit or on the Common Elements.

Section 2. Severability. Should any of the covenants, terms or provisions herein imposed be void or be or become unenforceable at law or in equity, the remaining provisions of these By-La-.-is shall, nevertheless, be and remain in full force and effect.

Section 3. Notice to Condominium. A Unit Owner who mortgages his Unit, shall notify the Condominium through the managing agent, if any, or the President of the Board of Managers in the event there is no managing agent, of the name and address of his mortgagee; and the Board of Managers shall maintain such information in a book entitled "Mortgagees of Units".

Section 4. Notice of Unpaid Assessments. The Board of Managers shall at the request of a mortgagee of a Unit, report any unpaid assessments or common charges due from the Unit Owners of such Unit.

Section 5. Examination of Books and Records. Every Unit Owner or his representative and mortgagee shall be entitled to examine the books and records of the Condominium on reasonable notice to the Board, but not more often than once a month. To assure privacy of all Unit Owners, the names of all Unit Owners shall, unless otherwise required by law, remain strictly confidential. Copies of such books and records if furnished will be furnished only at the expense of the Unit Owner requesting the same.

Section 6. Construction. Wherever the masculine singular form of the pronoun is used in these By-laws it shall be construed to mean the masculine, feminine or neuter, singular or plural of wherever the context so requires.

Section 7. Compliance with Article 9-B. These By-Laws are set forth to comply with the requirements of Article 9-B of the Real Property Law of the State of New York. In case any of these By-Laws conflict with the provisions of said Statute or the Declaration, the provisions of the Statute or of the Declaration, whichever the case may be, shall control.

Section 8. Conflict with Mortgages. In the event of any inconsistency between the provision of Article VII hereof and the provisions of any Building Loan Mortgage affecting the Unsold Units, the provisions of the mortgage shall govern.

Exhibit "H"

Tax Certiorari Authorization Form

, 2017

Board of Managers
118 East 59th Street Condominium
118 East 59th Street
New York, NY 10022

118 East 59th Street Realty LLC
175 East Shore Road
Great Neck, NY 11023

Dear Sir/Madam

Reference is hereby made to the closing of even date herewith of the sale by 118 EAST 59TH STREET REALTY LLC ("Sponsor") to ("Purchaser") of the premises known as Condominium Unit ____, 118 East 59th Street, New York, NY 10022 ("Unit") also known as Block 1313, Lot _____ pursuant of the terms of the following: (i) purchase agreement ("Agreement") dated as of _____ covering the Unit and (ii) condominium offering plan ("Plan") dated _____, as amended, covering the 118 East 59th Street Condominium ("Condominium"), 118 East 59th Street, New York, NY 10022 ("Building").

This confirms that the undersigned hereby authorizes the Board of Managers ("Board") of the Condominium and the Sponsor to commence and prosecute a special proceeding on our behalf to seek administrative and judicial review of assessments and valuation of the Unit for real estate tax purposes.

This Agreement shall survive the closing of even date herewith.

IN WITNESS WHEREOF, the undersigned have entered into this agreement on this day of , 2017.

118 EAST 59TH STREET REALTY LLC

By:_____

_____
Purchaser

Agreed To:

118 East 59th Street Condominium

By:_____

Exhibit "I"

Certification of Sponsor

CERTIFICATION BY SPONSOR AND SPONSOR'S PRINCIPALS
PURSUANT TO 13 NYCRR 20.4 (b)

Dated: 2/Y , 2015

State of New York
Department of Law
120 Broadway - 23rd Floor
New York, N.Y. 10271

Re: 118 East 59th Street Condominium
118 East 59th Street
New York, NY 10022

Gentlemen:

We are the Sponsor and the principals of the Sponsor of the Condominium Offering Plan for the captioned property.

We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Department of Law in Part 20 and such other laws and regulations as may be applicable.

We have read the entire Offering Plan. We have investigated the facts set forth in the Offering Plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the Offering Plan does, and that documents submitted hereafter by us which amend or supplement the Offering Plan will:

(i) set forth the detailed terms of, the transaction and be complete, current and accurate;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

(iii) not omit any material fact;

(iv) not contain any untrue statement of a material fact;

(v) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

(vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) not contain any representation or statement which is false, where we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth, or (d) did not have knowledge

concerning the representations or statement made.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

This Certification by Sponsor may be executed in one or more counterparts and each of such counterparts, for all purposes, shall be deemed to be an original but all of such counterparts when taken together shall constitute but one and the same instrument, binding upon the parties hereto, notwithstanding that all of such parties may not have executed the same counterpart.

[End of Page; Signatures on Following Page]

Very truly yours,

118 East 59th Street Realty LLC

By:_____
Neo Que Yau, Manager of 118 East 59th Street Realty LLC

By: Artland International Company Limited LLC,
Sole Member of 118 East 59th Street Realty LLC

By:_____
Neo Que Yau, Manager of Artland International Company Limited LLC

Artland International Company Limited LLC

By:_____
Neo Que Yau, Manager of Artland International Company Limited LLC

By: Intelligent Capital Company Limited
Sole Member of Artland International Company Limited LLC

By:_____
Neo Que Yau, Director of Intelligent Capital Company Limited

By: X_____
Kwok Ying Lan, Director of Intelligent Capital Company Limited

Intelligent Capital Company Limited

By:_____
Neo Que Yau, Director of Intelligent Capital Company Limited

By: X_____
Kwok Ying Lan, Director of Intelligent Capital Company Limited

By: Millennia Prime Property 1, L.P., member of Intelligent Capital Company Limited
By: Euro Assets Limited, General Partner of Millennia Prime Property 1, L.P.

By:_____
Neo Que Yau, Director of Euro Asset Limited

By: Fortunate Decade Limited, member of Intelligent Capital Company Limited

By: _____
Kwok Ying Lan, Director of Fortunate Decade Limited

Millennia Prime Property 1, L.P.
By: Euro Assets Limited, General Partner of Millennia Prime Property 1, L.P.

By: _____
Neo Que Yau, Director of Euro Assets Limited

_____
Neo Que Yau

Fortunate Decade Limited

By: _____
Kwok Ying Lan, Director of Fortunate Decade Limited

_____
Kwok Ying Lan

Consulate General of the United States of America at Hong Kong } SS:

Severally sworn to before me
this 4th day of February, 2015 by Kwok Ying Lan —

Katie M. Adamson
U.S. Vice Consul

_____
~~Notary Public~~

CERTIFICATION BY SPONSOR AND SPONSOR'S PRINCIPALS
PURSUANT TO 13 NYCRR 20.4 (b)

Dated: 1 29 , 2015

State of New York
Department of Law
120 Broadway - 23rd Floor
New York, N.Y. 10271

Re: 118 East 59th Street Condominium
118 East 59th Street
New York, NY 10022

Gentlemen:

We are the Sponsor and the principals of the Sponsor of the Condominium Offering Plan for the captioned property.

We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Department of Law in Part 20 and such other laws and regulations as may be applicable.

We have read the entire Offering Plan. We have investigated the facts set forth in the Offering Plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the Offering Plan does, and that documents submitted hereafter by us which amend or supplement the Offering Plan will:

(i) set forth the detailed terms of, the transaction and be complete, current and accurate;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

(iii) not omit any material fact;

(iv) not contain any untrue statement of a material fact;

(v) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

(vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) not contain any representation or statement which is false, where we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth, or (d) did not have knowledge

concerning the representations or statement made.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

This Certification by Sponsor may be executed in one or more counterparts and each of such counterparts, for all purposes, shall be deemed to be an original but all of such counterparts when taken together shall constitute but one and the same instrument, binding upon the parties hereto, notwithstanding that all of such parties may not have executed the same counterpart.

[End of Page; Signatures on Following Page]

Very truly yours,

118 East 59th Street Realty LLC

By:_____
Neo Que Yau, Manager of 118 East 59th Street Realty LLC

By: Artland International Company Limited LLC,
Sole Member of 118 East 59th Street Realty LLC

By:_____
Neo Que Yau, Manager of Artland International Company Limited LLC

Artland International Company Limited LLC

By:_____
Neo Que Yau, Manager of Artland International Company Limited LLC

By: Intelligent Capital Company Limited
Sole Member of Artland International Company Limited LLC

By:_____
Neo Que Yau, Director of Intelligent Capital Company Limited

By:_____
Kwok Ying Lan, Director of Intelligent Capital Company Limited

Intelligent Capital Company Limited

By:_____
Neo Que Yau, Director of Intelligent Capital Company Limited

By:_____
Kwok Ying Lan, Director of Intelligent Capital Company Limited

By: Millennia Prime Property 1, L.P., member of Intelligent Capital Company Limited

By: Euro Assets Limited, General Partner of Millennia Prime Property 1, L.P.

By:_____
Neo Que Yau, Director of Euro Asset Limited

By: Fortunate Decade Limited, member of Intelligent Capital Company Limited

By:_____
Kwok Ying Lan, Director of Fortunate Decade Limited

Millennia Prime Property 1, L.P.
By: Euro Assets Limited, General Partner of Millennia Prime Property 1, L.P.

By:_____
Neo Que Yau, Director of Euro Assets Limited

_____
Neo Que Yau

Fortunate Decade Limited

By:_____
Kwok Ying Lan, Director of Fortunate Decade Limited

_____
Kwok Ying Lan

Severally sworn to before me
this 29th day of January 2015

_____
Notary Public

Kindel Leigh Ingham
Notary Public State of New York
Kings County
Lic #01IN6246019
COMM. EXP. 08/08/2015

Kindel Leigh Ingham
Notary Public State of New York
Kings County
Lic #01IN6246019
COMM. EXP. 08/08/2015

Exhibit "J"

Certification of Sponsor's Architect

SLCE*Architects*, LLP

CERTIFICATION OF SPONSOR'S ARCHITECT
PURSUANT TO SECTION 20.4(c) OF THE REGULATIONS ISSUED
PURSUANT TO GENERAL BUSINESS LAW, ARTICLE 23-A. AS AMENDED

June 26, 2015

1359 Broadway
New York, NY 10018
212 979 8400 telephone
212 979 8387 telefax
www.slcearch.com
info@slcearch.com

Saky Yakas, AIA
James S. Davidson, AIA
Luigi Russo, AIA
Robert Laudenschlager, AIA
Gloria B. Glas, AIA
Mario Yao, AIA

New York State Department of Law
120 Broadway
New York, New York 1027
Attn: Real Estate Financing Bureau

RE: 118 East 59th Street Condominium
118 East 59th Street
New York, N.Y. 10022

The undersigned, a licensed architect in the state of New York, hereby certifies as follows:

The Sponsor of the offering plan to convert the captioned property to condominium ownership (the "Property") retained our firm to prepare a report describing the construction of the Property (the "Report"). We visually inspected the property on September 3, 2014 and examined and prepared the building plans dated January 15, 2015 and specifications for this project, and also we have prepared the Report, dated June 23, 2015, a copy of which is intended to be incorporated into the offering plan so that prospective Purchasers may rely on the Report.

We are registered architects in the State in which the property is located.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to this Report.

We have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made.

We certify that the Report:

(i) Sets forth in narrative form the description and/or physical condition of the entire Property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that I examined;

(ii) In our professional opinion, affords potential investors, purchasers, and participants an adequate basis upon which to found their judgment concerning the description of the property as it will exist upon completion of construction,

provided that construction is in accordance with the plans and specifications that I examined;

(iii) Does not omit any material fact:

(iv) Does not contain any untrue statement of material fact;

(v) Does not contain any fraud, deception, concealment or suppression;

(vi) Does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) Does not contain any representation or statement which is false, where we:

a. knew the truth;
b. with reasonable effort could have known the truth;
c. made no reasonable effort to ascertain the truth, or
d. did not have knowledge concerning the representations or statement made.

We further certify that I am not owned or controlled by and have no beneficial interest in the Sponsor and that my compensation for preparing the Report is not contingent on the conversion of the Property to a 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.

SLCE ARCHITECTS

By: _____

Name: James S. Davidson, AIA
Title: Partner



Sworn to before me this 26th

Day of June, 2015

_____

Notary Public

ELAINE M. BROWN
Notary Public, State of New York
No. 01BR6109247
Qualified in New York County
My Commission Expires April 26, 2016

Exhibit "K"

Certification of Sponsor's Expert Concerning Adequacy of Budget

FirstService
RESIDENTIAL

CERTIFICATION OF SPONSOR'S EXPERT
ON ADEQUACY OF CONDOMINIUM BUDGET PURSUANT TO
SECTION 20.4(d) OF THE REGULATIONS ISSUED
PURSUANT TO GENERAL BUSINESS LAW, ARTICLE 23-A, AS AMENDED

January 29, 2015

New York State Department of Law
120 Broadway
New York, New York 10271
Attn: Real Estate Finance Bureau

Re: 118 East 59th Street Condominium
118 East 59th Street, New York, New York 10022

The undersigned, First Service Residential New York, Inc., is a licensed real estate brokerage/management firm in the State of New York. First Service Residential New York, Inc. has been engaged in the management of over 250 condominium, cooperative and residential rental properties over the course of 25 years.

The sponsor of the condominium offering plan for the above captioned property retained us to prepare Schedule B to the offering plan containing projections of income and expenses for the projected first year condominium operation, respectively ("First Year of Operation").

We understand we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to the Schedule B.

We have reviewed the Schedule B and investigated the facts set forth in the Schedule B and the facts underlying them with due diligence in order to form a basis for this certification. We also have relied on our experience in managing mixed use and residential buildings in Manhattan.

We certify that the projections in the Schedule B appear reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses of the Condominium for the projected First Year of Operation.

622 Third Avenue | New York, NY 10017
Tel 212.634.8900 | Fax 212.634.3946
www.fsresidential.com

We certify that the Schedule:

(i) set forth in detail the projection of income and expenses for the projected First Year of Operation;

(ii) afford potential investors, purchasers, and participants an adequate basis upon which to found their judgment concerning the projected First Year of Operation;

(iii) do not omit any material fact;

(iv) do not contain any untrue statement of a material fact;

(v) do not contain any fraud, deception, concealment, or suppression;

(vi) do not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) do not contain any representation or statement which is false, where we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by the sponsor. We understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the income and expenses for the projected First Year of 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.

FirstService Residential New York, Inc.

By: _____
Name: Marc Kotler
Title: Senior Vice President
New Development Group

Sworn to before me this
27 day of January 2015

_____
Notary Public

Brooke Rosenthal
Notary Public - State of New York
NO. 01RO6072178
Qualified in Nassau County
Commission Expires April 1, 2017

FirstService
RESIDENTIAL

Exhibit "L"

Certification of Sponsor's Expert Concerning Adequacy of Common Charges Paid by the Commercial Unit Owner

FirstService
RESIDENTIAL

CERTIFICATION OF SPONSOR'S EXPERT
ON ADEQUACY OF COMMON CHARGES PAYABLE BY THE COMMERCIAL UNIT OWNERS
PURSUANT TO SECTION 20.4(e) OF THE REGULATIONS ISSUED
PURSUANT TO GENERAL BUSINESS LAW, ARTICLE 23-A, AS AMENDED

January 29, 2015

New York State Department of Law
120 Broadway
New York, New York 10271
Attn: Real Estate Finance Bureau

Re: 118 East 59th Street Condominium
118 East 59th Street, New York, New York 10022

The undersigned, FirstService Residential New York, Inc., is a licensed real estate brokerage/management firm in the State of New York. FirstService Residential New York, Inc. has been engaged in the management of over 250 condominium, cooperative and residential rental properties for a period in excess of 25 years, many of which contain commercial property.

The sponsor of the condominium offering plan for the above captioned property retained us to prepare / review Schedule B which includes projections of the common charges payable by owners of the commercial unit(s) of the Condominium for the projected first year of operation.

We understand we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to the commercial unit(s) listed in Schedule B.

We have reviewed the Schedule B as it impacts upon the commercial unit(s) and investigated the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential and commercial buildings.

We certify that the projections in Schedule B for common charges payable by the owners of commercial unit(s) appear reasonable and adequate under existing circumstances to meet the anticipated operating expenses fairly attributable to such commercial units for the projected first year of condominium operation, and that the allocation of common charges attributable to the commercial unit(s) also reflects the special or exclusive use or availability or exclusive control of particular common areas.

We certify that the estimates in the Schedule B for the common charges payable by the owners of the commercial unit(s):

622 Third Avenue | New York, NY 10017
Tel 212.634.8900 | Fax 212.634.3946
www.fsresidential.com

(i) set forth in detail the projected common charges for the commercial unit(s) for the projected first year of condominium operation;

(ii) afford potential investors, purchasers, and participants an adequate basis upon which to found their judgment concerning the common charges payable by the owners of the commercial unit(s);

(iii) do not omit any material fact;

(iv) do not contain any untrue statement of a material fact;

(v) do not contain any fraud, deception, concealment, or suppression;

(vi) do not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) do not contain any representation or statement which is false, where we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by the sponsor. We understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the common charges fairly attributable to the commercial units for the projected 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.

FirstService Residential New York, Inc.

By: _____
Name: Marc Kotler
Title: Senior Vice President
New Development Group

Sworn to before me this
21 day of January 2015

_____
Notary Public

Brooke Rosenthal
Notary Public - State of New York
NO. 01RO6072178
Qualified In Nassau County
Commission Expires April 1, 20__

FirstService
RESIDENTIAL