CONDOMINIUM OFFERING PLAN

34 PRINCE STREET CONDOMINIUM

32-34 PRINCE STREET/235 MOTT STREET
NEW YORK, NEW YORK 10012

Seven (7) Residential Units	$70,695,000.00
Total Offering Amount	$70,695,000.00

The Condominium will also include One (1) Community Facility Unit which is not being offered for sale at this time. The Condominium will be comprised of a total of Eight (8) Units.

SPONSOR:

34 Prince Equities LLC
55 Fifth Avenue
New York, NY 10003
(212) 206-6000

SELLING AGENT:

Time Equities, Inc.
55 Fifth Avenue, 15th Floor
New York, NY 10003
(212) 206-6000

Filing Date of this Offering Plan: October 9, 2015. This Offering Plan may not be used after October 8, 2016, unless this Offering Plan is extended by amendment.

This Offering Plan contains Special Risks to Purchasers. See Page 1.

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

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

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PART I

CONDOMINIUM OFFERING PLAN

34 PRINCE STREET CONDOMINIUM
32-34 PRINCE STREET / 235 MOTT STREET
NEW YORK, NEW YORK 10012

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SPECIAL RISKS

Purchase of a Condominium Unit

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

(b) At the time a Purchase Agreement is executed, Purchaser is required to make an initial deposit in an amount equal to 10% of the Purchase Price. Thereafter, Purchaser is required to make an additional deposit equal to 10% of the Purchase Price upon the earlier to occur of (i) 6 months after Purchaser executes the Purchase Agreement or (ii) within 30 days of the Presentation Date of an amendment declaring the Plan effective. A Purchaser executing a Purchase Agreement on or after the date the Plan is declared effective is required pay the additional 10% deposit within 30 days of the execution of the Purchase Agreement.

(c) In the event a Purchaser defaults under the Purchase Agreement, time being of the essence with regard to the obligations of Purchaser under the Purchase Agreement, Sponsor, in its sole discretion, may elect by notice to Purchaser to cancel the Purchase Agreement. If Sponsor elects to cancel the Purchase Agreement, Purchaser shall have 30 days from the giving of the notice of cancellation to cure the specified default. If the default is not cured within such 30 days period, TIME BEING OF THE ESSENCE, then the Purchase Agreement shall be deemed cancelled, and Sponsor shall have the right to retain, as and for liquidated damages, (a) the entire Deposit and any interest earned on the Deposit and (b) Residential Unit Upgrade Funds. Upon the cancellation of the Purchase Agreement, Purchaser and Sponsor will be released and discharged of all further liability and obligations under the Purchase Agreement and under the Plan, and the Residential Unit may be sold to another as though the Purchase Agreement had never been made, and without any obligation to account to Purchaser for any of the proceeds of such sale. (See the Section of the Plan entitled "Procedure to Purchase" for details.

(d) TIME IS OF THE ESSENCE as to Purchaser's obligations under the Purchase Agreement, including, without limitation for the payment of all Deposits and the Balance of the Purchase Price. According to Black's Law Dictionary (Revised Fifth Edition), "time is of the essence of contract" means generally that punctual performance by one party at one precise time named or within a period specified in the contract is essential to enable the party to require performance by the other party.

(e) Under current law, if a Purchaser makes a Deposit in excess of $250,000 for the purchase of a Residential Unit, the amount in excess of $250,000 will not be federally insured. If a Purchaser maintains accounts at the Escrow Bank, the funds in such accounts, together with the Deposit, may be aggregated by the Escrow Bank for purposes of determining the $250,000 federally insured limit. Additionally, until such time as Purchaser delivers either an executed W-9 Form or W-8 Form to Sponsor, the Deposit shall remain in the non-interest bearing portion of the Escrow Account. While the Deposit is in the non-interest bearing portion of the Escrow Account, the Deposit may not be federally insured even if the Deposit does not exceed $250,000. No representation is made with respect to any further changes in Law concerning such accounts. Purchasers should consult with their accountants or financial advisors for further information. (See the Section of the Plan entitled "Escrow and Trust Fund Requirements" for details.)

(f) If a Purchaser fails for any reason to close title to the Residential Unit on the originally Scheduled Closing Date other than due to Sponsor's failure or inability to Close: (a) the Closing apportionments to be made at the Closing will be made as of midnight of the day preceding the Scheduled

Closing Date, regardless of when the actual Closing occurs ("Actual Closing Date"), and (b) Purchaser will be required to pay to Sponsor an amount equal to .03% of the Purchase Price of the Residential Unit for each day (which amount equals 10.95% per annum) commencing with the Scheduled Closing Date through the Actual Closing Date, as a reimbursement of Sponsor's increased carrying costs for the Residential Unit by virtue of the delay, in addition to the other payments to be made to Sponsor under the Purchase Agreement and the Plan. (See the Section of the Plan entitled "Procedure to Purchase" for details.)

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

(h) Residential Unit Upgrade Funds, as provided for in the Purchase Agreement, if any, will initially be placed in the Escrow Account. However, Purchasers should note that Residential Unit Upgrade Funds may be released from the 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 Residential Unit Upgrade Funds, except if Sponsor abandons or withdraws the Plan, in which case the Residential Unit Upgrade Funds will be returned to Purchaser. (See the Section of the Plan entitled "Escrow and Trust Fund Requirements" for details.)

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

Sponsor Control of the Condominium Board and Residential Committee

2. During the "Sponsor Control Period," i.e., the period ending thirty (30) days after the closing of sales for eighty percent (80%) of the Residential Units in number and Common Interest, but not later than five years from the first closing under the Offering Plan, the Sponsor shall control the Condominium Board (i.e., the Board of Managers) by virtue of appointing all Residential Members to the same. Because the Residential Committee is comprised of three (3) Residential Members of the Board, the Sponsor would also control it. After the Initial Control Period has elapsed, so long as Sponsor owns at least one (1) Unsold Residential Unit, Sponsor shall have the right to designate one (1) Residential Member. In addition to the Residential Member designated by Sponsor, Sponsor shall, at all times, also have the right to cast its votes for all remaining Residential Member positions for candidates who reside in the Building and who are unrelated to or unaffiliated with Sponsor. See the Sections of the Plan entitled "Control By Sponsor" and "Condominium Board" for details.

Conveyance of Title

3. In the event of the existence of any lien, encumbrance or title defect other than Permitted Encumbrances which Sponsor fails or refuses to correct, the sole remedy of Purchaser under the Purchase Agreement and the Plan, provided Purchaser is not then in default, will be to either (i) take title to the Residential Unit subject to the title defect (without any abatement in, or credit against, the Purchase Price, or any claim or right of action against Sponsor for damages or otherwise) or (ii) terminate the Purchase Agreement, within 15 days after receipt of notice of an amendment disclosing such lien, encumbrance or title defect. If Purchaser fails to notify Sponsor of Purchaser's election within 15 days after Sponsor notified Purchaser of Sponsor's failure or refusal to remedy the title defect, it will be conclusively deemed

that Purchaser elected to acquire title subject to the title defect. Sponsor has no obligation to institute any action or proceeding, or to bond, escrow any sum of money or indemnify Purchaser in an amount in excess of one-half (½) of one percent (1%) of the Purchase Price of the affected Residential Unit to make title insurable or to eliminate any encumbrances or title defects. (See the Section of the Plan entitled "Terms of Sale" for details.)

Sponsor's Right to Rent Unsold Residential

4. (a) Sponsor intends in good faith to sell rather than rent Residential Units. However, Sponsor reserves the unconditional right to rent Residential Units (pursuant to Interim Leases, at any time (which Interim Leases are to be executed in conjunction with a Purchase Agreement), and otherwise, only after the Plan is consummated) rather than sell Residential Units. Because Sponsor is not limiting the conditions under which it will rent rather than sell Residential Units, Sponsor is not committed to sell more Residential Units than the 15% necessary to declare the Plan effective and, therefore, owner-occupants may never gain effective control and management of the Condominium until five (5) years from the First Unit Closing under the Plan.

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

(c) Sponsor reserves the unconditional right to make Bulk Sales of Residential Units. Purchasers of Bulk Sales of Residential Units will be bound by Sponsor's representations in the Plan with regard to Sponsor's commitment to sell Residential Units.

Transfer Taxes and Other Closing Costs

5. Purchasers will be required to pay all New York City Real Property Transfer Tax ("RPT Tax") and New York State Real Estate Transfer Tax ("State Transfer Tax"). Additionally Purchasers of Residential Units shall be required to pay New York State Additional Real Estate Transfer Tax, commonly referred to as the "Mansion Tax," imposed on their purchase. The New York City Department of Finance has taken the position that where the purchaser of property assumes the obligation for the payment of the State Transfer Tax and the RPT Tax, the amount of the tax which would otherwise be payable if the seller were to pay such taxes, will be treated as additional consideration for the transaction subject to tax ("bulked-up consideration"). For Residential Units, the State Transfer Tax is currently equal to $2 per $500 of the bulked-up consideration and the RPT Tax is currently equal to 1% of the bulked-up consideration where the bulked-up consideration is $500,000 or less, and 1.425% where the bulked-up consideration is greater than $500,000. The New York City Department of Finance has taken the position that where two (2) or more Residential Units are purchased simultaneously by the same purchaser, such purchase will be deemed aggregated and taxed as a purchase of commercial real property. For such a commercial purchase, the State Transfer Tax is currently equal to $2 per $500 of the bulked-up consideration and the is RPT Tax is currently equal to 1.425% of the bulked-up consideration where the bulked up consideration is $500,000 or less, and 2.625% where the bulked-up consideration is greater

than $500,000. Purchasers shall also be required to pay certain closing fees to Attorneys for Sponsor at Closing. (See the Section of the Plan entitled "Closing Costs and Adjustments" for details).

Reserve Fund and Working Capital Fund

6. (a) The Schedule B - First year's Budget includes a line item for a contribution to a Reserve Fund for the sole purpose of paying for costs and expenses related to replacements of the Building systems and components. For so long as Sponsor continues to own at least one (1) Unsold Residential Unit, the Condominium Board must maintain a Reserve Fund in such amount necessary to comply with Fannie Mae ("FNMA") requirements, as the same may be amended from time to time ("FNMA Requirements"), and any change in the amount of such Reserve Fund may only be made with Sponsor's prior written consent. Notwithstanding the foregoing, Sponsor (i) makes no representation as to whether the Condominium Documents will be in compliance with FNMA Requirements (ii) will have no liability to any Purchaser or Residential Unit Owner in the event the Condominium does not qualify for FNMA approval. As the Building will be newly renovated, Sponsor does not anticipate the imminent need for capital repairs, replacements or improvements, however, no assurance or guaranty is given that such needs will not arise in the future.

(b) The contingency provided for in the Schedule B – First Year's Budget is intended to provide a fund for unanticipated expenses not included in the budget and for possible increases in operating expenses above the amounts projected if the Working Capital Fund is not sufficient to cover such costs. The contingency is not intended and may not be sufficient to meet the cost of any major capital repairs or replacements which may be required. If additional funds are required to meet such costs, it may be necessary for the Condominium Board to increase Common Charges, impose Special Assessments or borrow funds.

(c) Each Purchaser of a Residential Unit will be required to make a non-refundable contribution to the Working Capital Fund of the Condominium. At the time of Closing, in an amount equal to two (2) months' Common Charges assessed against the Residential Unit. The payment of the Working Capital Contribution will be required of all Purchasers of Residential Units, whether purchased from Sponsor or a Residential Unit Owner on a resale.

(d) See the Section of the Plan entitled "Working Capital Fund and Apportionments" for details.

Foreign Government Purchaser

7. Any Purchaser that is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity) ("Foreign Government Purchaser") will be required to expressly and voluntarily waive immunity and consent to any suit, action or proceeding arising out of or relating to the Purchase Agreement or the Condominium Documents being brought in any State or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with the Purchase Agreement or the Condominium Documents. Any Foreign Government Purchaser will be required to designate and authorize a lawful agent to receive process on behalf of the Foreign Government Purchaser in any State or Federal suit, action or proceeding in the State of New York based on, arising out of, or connected with, the Purchase Agreement or the Condominium Documents. (See the Section of the Plan entitled "Procedure to Purchase" and "Section 12.8 of the "By Laws" for details.)

No Bond or Other Security Posted

8. To the best of Sponsor's knowledge, as of the Filing Date of the Plan, Sponsor has sufficient resources to fund its obligations under the Plan. No bond or other security has been posted by Sponsor to secure Sponsor's obligation under the Plan. The ability of Sponsor to perform Sponsor's obligations

under the Plan will partly depend upon its financial condition at the time it is called upon to perform. No representation is made that Sponsor will be financially able to perform any or all of such obligations. (See the Section of the Plan entitled "Rights and Obligations of Sponsor" for details.)

Services and Facilities

9. Purchasers are advised that all of the services and facilities described in the Plan (such as usage of amenity Areas, e.g., fitness room, bicycle room) may not be available until approximately 12 months after the First Closing. However, the concierge service will be effective as of the date of the First Unit Closing. Purchasers will not be entitled to any credit or abatement against the Purchase Price or Common Charges if any of the services and/or facilities are not available for use on or after Purchaser's Closing. Purchasers should also be aware that the hours and dates for move-ins, move-outs and/or alterations, as well as the use of the elevator serving the Residential Units, will be restricted during the period that Sponsor is completing renovation of the Building. Notwithstanding the foregoing, the Condominium Board shall have the right but not the obligation, in its sole and absolute discretion, to adjust the First Year's Budget to reduce the Common Charges for the period in which such services and/or facilities are not available. (See the Section of the Plan entitled "Description of Property and Improvements" subsection "Services and Facilities" for details.) Any changes to the First Year's Budget shall be disclosed in an Amendment to this Plan.

Temporary Certificate of Occupancy

10. (a) Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a permanent certificate of occupancy ("PCO") covering the entire building but with only a temporary certificate of occupancy ("TCO"), and sometimes with several successive TCOs. Certificates of occupancy are generally governed by Section 301 of the New York Multiple Dwelling Law and local building codes and rules. Both TCOs and PCOs are issued by the Buildings Department. A TCO is intended to indicate that the property is safe for occupancy, but means that not all of the construction work and/or inspections have been performed, or that not all of the required documents have been submitted to the DOB. All TCOs have an expiration date. A TCO typically expires 90 days after the date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, 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 PCO. Sponsor anticipates this scenario will occur. Sponsor will undertake the responsibility for extending each TCO received prior to its expiration, and ultimately for obtaining a PCO covering the entire building within 2 years from the date of the issuance of the first TCO, subject, however, to (i) Force Majeure, (ii) actions by Unit Owners or non-owner occupants of Units, (iii) work undertaken in a Unit by a Unit Owner, except in instances where Sponsor or a Sponsor-controlled Condominium Board have given consent to a Unit Owner to perform such alterations, (iv) work undertaken in Common Elements by the Condominium Board after Sponsor no longer controls the Board, (v) the failure to undertake work in Common Elements by the Condominium Board after Sponsor no longer controls the Condominium Board or (vi) any other cause over which Sponsor has no control. Sponsor makes no representation or guarantee that the Buildings Department will issue the PCO within such 2 year period. Notwithstanding the foregoing, Sponsor is obligated to procure the PCO for the Building, and shall exercise best efforts to obtain the PCO within such 2 year period while keeping a current TCO. Unit Owners and the Condominium Board will be obligated to cooperate with, and refrain from, obstructing Sponsor in these undertakings. Sponsor will not be responsible for any costs or liabilities suffered by Unit Owners on account of delays in obtaining the PCO due to causes (i)-(vi) listed above.

The Condominium Documents prohibit a Residential Unit Owner performing any work in a Residential Unit until a PCO has been obtained, unless Sponsor and the CFU Owner shall expressly agree otherwise, in writing.

Purchasers are advised to visit the DOB website for further recommendations when purchasing a Residential Unit in a building that does not have a PCO. A Factsheet on Certificates of Occupancy currently available on the DOB website at: http://www.nyc.gov/html/dob/downloads/pdf/co_factsheet.pdf. (See the Section of the Plan entitled "Rights and Obligations of Sponsor" for further details.)

(b) No Closing of a Residential Unit will occur prior to the issuance of a TCO for the particular Residential Unit or a PCO.

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

On-Going Construction

11. (a) It is anticipated that for a significant period of time following the First Closing through, including and beyond the Closing of Title to any Residential Unit, work should be expected to be undertaken and performed by or on behalf of Sponsor to complete the renovation of the Building, including without limitation, the Residential Units, the amenities and facilities, the decoration or finishing of the residential lobby, the common areas, corridors, elevator finishes and other portions of the Building, including installing light fixtures, painting, hanging wall coverings or laying carpeting. Similarly, work should be expected to be undertaken and performed by or on behalf of the CFU Owner (as defined hereinafter) to complete the renovation of the CFU (as defined hereinafter), or at any future time, the modification of the interior of the CFU, including but not limited its subdivision into separate Units. Currently, the CFU is vacant, and is planned to be used as offices and meeting rooms. Additionally, the presence of scaffolding, sidewalk bridges or similar construction facilities may also be installed at the Building which could negatively affect the Residential Unit, including, but not limited to, the view, while such conditions exist. All of the foregoing work and conditions may create a noisy or otherwise disruptive condition in the Building. In the event the New York City Department of Buildings determines that such conditions necessitate the need for a Tenant Protection Plan pursuant to Section 28-104.8.4 of the 2008 New York City Building Code, Sponsor will create such Tenant Protection Plan and distribute same to occupants of the Building. The Condominium Board may refuse to permit a Residential Unit Owner to perform alterations to a Residential Unit until such time as the Building has been completed and a PCO obtained. Certain services, such as telecommunications, and other similar services may be provided by outside suppliers and delays in providing these services shall not be the responsibility of Sponsor. Such suppliers may not provide these services until occupancy in the Building has reached certain levels. In addition, the presence of scaffolding, sidewalk bridges, hoists or construction elevator shafts or similar temporary construction facilities may delay the Closing of Title to certain Residential Units or lines of Residential Units until such scaffolding, sidewalk bridges, hoists, elevators or temporary facilities are no longer needed and are removed and construction is completed. (See the Section of the Plan entitled "Description of Property and Improvements" subsection "Services and Facilities" for details.)

(b) Construction is a complicated process requiring the coordination of numerous tasks, contractors and suppliers and the balancing of complex mechanical and architectural systems. It is both customary and anticipated that certain issues will arise during the course of the construction process that warrant the taking of corrective action, including the repair or replacement of construction defects in order to satisfy Sponsor's obligations under the Plan.

(c) No assurance can be given with regard to the accuracy of any projected completion dates set forth in the Plan. It is anticipated that during the first few years of Condominium operation, construction workers and related personnel will be at the Building from time to time, completing construction of the Building, making adjustments and corrections and performing various tasks relating to the completion of construction. During this period, various building systems, including but not limited to, water supply, air conditioning, heating, cooling, electric, ventilating and elevators, may require substantial time to complete and may need to be shut down temporarily. Various other adjustments to windows and elevators and other systems may require substantial time to be completed after the First Closing. With regard to the foregoing, in executing a Purchase Agreement, Purchaser acknowledges that Sponsor will not be liable to Purchaser or any third party, nor will Purchaser be entitled to any credit, offset, a reduction in the Purchase Price for the Residential Unit or otherwise be relieved from any obligation under the Purchaser Agreement: (i) as a result of any of the conditions described above; in the event of non-completion of any item of construction on any projected date; (ii) the presence of scaffolding, sidewalk bridges, hoists on any portion of the Building or any interruption of services, diminished views or excessive noise in the Building. (See the Section of the Plan entitled "Rights and Obligations of Sponsor" for details.)

(d) The Building will contain certain major mechanical equipment, including, but not limited to, elevator machine rooms, fans, pumps, emergency generator, domestic water tanks, reserve tanks, and packaged air-conditioning units (collectively, "Equipment") located on the cellar floor, main roof and bulkhead roof. The Condominium Board and Sponsor have the right to operate the emergency generator as necessary, as well as to activate the emergency generator for testing on a periodic basis, normally once per month. During an emergency or such testing periods, which may occur at any time, Residential Unit Owners may experience excessive noise and vibration, which may exceed applicable NYC noise requirements. The Condominium Board and Sponsor will attempt to minimize any potential disruption. While Sponsor will endeavor to reduce excessive noise and vibration emanating from the Equipment, which noise and vibration levels will be in compliance with Law, it is impossible to eliminate such noise and vibration entirely. Purchasers should note that subsequent to the First Closing, the Condominium Board will be responsible for the proper up-keep and maintenance of such Equipment in accordance with Law.

(e) As is typical and customary in new construction buildings, the Building will be subject to normal settling, deflection, expansion and shifting. Sponsor will not be obligated to correct, and will not be liable to the Condominium Board or any Residential Unit Owner as a result of any defects in construction, including without limitation, minor gapping in the flooring, uneven ceilings or floors and floor buckling resulting from such conditions. Additionally, Purchasers should note that because ceramic, marble, stone, wood and other materials or finishes installed throughout the Units (in areas including, but not limited to, flooring, walls, countertops, backsplash and vanity tops) may be cut from different slabs, or may be comprised of natural materials, or may be produced in different dye lots, there may be variations in the tone and color of such materials or finishes. (See the Section of the Plan entitled "Rights and Obligations of Sponsor," for further details.)

Community Facility Unit

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

activities and the display of religious symbols. The CFU has a separate entrance, and a front yard (a Limited Common Element).

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

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

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

(e) The CFU Owner shall have the right to alter, modify, and/or restore the exterior façade of the CFU (including windows of such CFU) and to create additional means of egress and ingress to such CFU, provided that such alterations, modifications and/or restorations are in compliance with Law and the terms of the Declaration and By-Laws.

(f) See the Section of the Plan entitled "Community Facility Unit" subsection details.

Special Allocation of Certain Common Expenses

13. Each Unit Owner is obligated to pay Common Charges to cover the cost of the operation and maintenance of the Condominium and Building in accordance with the New York Condominium Act (Real Property Law §§339(i)1(iv) and 339(m)). These costs, including those directly attributable to the Units and an allocated share of expenses attributable to the Condominium as a whole, will generally be borne by the Unit Owners in proportion to their respective Common Interests. The Board shall allocate all Common Expenses between each of the CFU and Residential Section, whether collected through Common Charges or Special Assessments. However, in the case of the CFU, the Board shall allocate Common Charges and Special Assessments to pay Common Expenses in a manner different from the allocation of Common Interests provided in Section 339-i of the Condominium Act. In accordance with Section 339-m of the Condominium Act, Common Expenses shall be specially allocated and apportioned based on special or exclusive use or availability or exclusive control of particular Units or Common Areas. Accordingly, unless otherwise agreed by a majority of the Board including the CFU Member, the only Common Charges and Special Assessments payable on account of the CFU shall be for the following Common Expenses, which be allocated to the CFU based upon the CFU's Common Interest subject to further limitation for certain Common Expenses to the extent indicated: (i) ten percent (10%) of the budgeted costs for the non-resident superintendent, which is the estimated portion of the non-resident superintendent's time devoted to the General Common Elements; (ii) ten percent (10%) of the electricity costs for the Common Elements, which is the estimated portion of the electricity costs applicable to the General Common Elements; (iii) the cost for repairs and maintenance to the Common Elements that are the responsibility of the Condominium: (iv) the cost of the maintenance agreement for the sprinkler system/ fire protective alarm system together with ten percent (10%) of miscellaneous supplies; (v) insurance premiums for the Condominium; (vi) the management fee for the Condominium; (vii) legal and audit fees for the Condominium; (viii) fees for the administration for the Condominium; (ix) contingency fees for the condominium and (x) the portion of reserves allocated to the General Common Elements only in accordance with a reserve fund study. The Common Charges and Special Assessments payable by all

other Unit Owners except the CFU Owner may also include such amounts as the Residential Committee may deem proper including such amounts as may be required for the purchase or lease by the Board of any Residential Unit whose Owner has elected to sell or lease such Unit or of any Unit which is to be sold at foreclosure or other judicial sale.

Apportionments with the Condominium

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

Effectiveness of the Plan

15. Pursuant to Law, Sponsor may declare the Plan effective by entering into Purchase Agreements for the sale of a minimum of 15% of the Residential Units offered for sale (i.e., two (2) Residential Units based on the seven (7) Residential Units offered for sale). Even if the Plan is declared effective with a minimum number of sales, it is possible that Sponsor may be able to create a Condominium with fewer than the minimum number of sales, if Purchasers counted towards effectiveness do not ultimately close title to their Residential Units. However, if all Purchasers counted toward effectiveness cease to be in contract, Sponsor will have to re-declare the Plan effective. See the Section of the Plan entitled "Effective Date" for details.

Purchase Agreement Not Contingent on Financing

16. (a) Although a Purchaser may obtain financing from any lending institution or other source, Purchaser's obligation to purchase a Residential Unit pursuant to a Purchase Agreement is not contingent on Purchaser obtaining such financing. Neither Sponsor nor Selling Agent makes any representation as to the availability or terms of any mortgage financing. Prospective Purchasers may want to finalize their financing arrangements before signing a Purchase Agreement. While the First Closing is projected to occur on or around January 1, 2017, neither Sponsor nor Selling Agent makes any representation as to the actual closing date for any particular Residential Unit. In addition, as set forth in the Plan and the Purchase Agreement, Sponsor has the right to adjourn the Closing Date from time to time and Purchasers should be aware that if the Closing Date is adjourned, Purchaser's financing terms may be adversely affected, the interest rate may increase and the loan commitment could expire which could result in additional costs or fees payable by Purchaser or the ability of Purchaser to extend a commitment for financing or to secure financing altogether. Sponsor will have no liability as a result of any scheduling or adjournment of closing beyond the expiration of a loan commitment (See the Section of the Plan entitled "Procedure to Purchase" for details.)

(b) Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include, among others, requiring that a certain percentage (such as 70% or more) of the units in a building or group of buildings be sold before a lender will consider making a loan. Thus, it may be possible for a Purchaser to experience difficulties in obtaining a loan in a building or group of buildings where the percentage of Residential Units purchased and owner-occupied is lower than a lender's particular sales or owner-occupancy minimum. It also may be difficult for a Purchaser to refinance a Residential Unit or resell a Residential

Unit if prospective buyers are unable to obtain a loan due to the sales or owner-occupancy minimum requirements of lenders.

(c) Even once a building has been submitted to a condominium regime, lenders may still impose minimum sales and/or owner-occupancy requirements before granting a loan. It then may be difficult for a purchaser to resell or refinance a Residential Unit if prospective buyers are unable to obtain a loan due to such minimum sales and/or owner-occupancy requirements.

Special Rights of Sponsor and CFU Owner

17. (a) Sponsor and CFU Owner and their successors and assigns shall, to the extent permitted by the Landmarks Preservation Commission and Law, have an easement to erect, maintain, repair and replace, from time to time, one or more signs on the Property relating solely to the operation of any business or proposed business or other permitted use by Sponsor or the CFU Owner or a proposed tenant or other occupant of all or any portion of the CFU at the following locations: Sponsor on the east (Mott Street) side of the Property and CFU Owner on the north (Prince Street) side of the Property. All such signage shall not be commercial in nature except with respect to a business or religious or educational or community facility or other permitted use of the Unit Owner, tenant or other occupant, and may be installed without the prior consent of the Board or Managing Agent or any other Unit Owner. In addition, in connection with sales pursuant to the Offering Plan for the sale of Residential Units, the Sponsor shall have the further right, only to the extent permitted by the Landmarks Preservation Commission and Law, to install signs, banners, canopies, flags or awnings or other protrusions on the Mott Street side of the Building which may wrap the Prince Street frontage for up to 25 feet.

(b) Subject to Law and Landmarks Preservation Commission approval, Sponsor will have an easement for, and may (i) install, utilize, operate, maintain, repair, alter, rebuild, restore and replace satellite dishes and similar equipment on or in the Residential Section (other than on the Fifth Floor Mechanical Terrace), provided such satellite dishes and similar equipment are not visible from the CFU based upon the configuration of the CFU as of the date of the Declaration, and (ii) maintain any encroachment on the Residential Section resulting from the installation, operation, maintenance, repair, alteration, rebuilding, restoration or replacement thereof. The Condominium shall not be entitled to any portion of any fees, compensation or other profits received by Sponsor or its assignees or licensees for the use of the aforesaid easements or equipment. Any satellite dishes or other facilities placed upon the Residential Units or Residential Common Elements by the Sponsor or its assignees or licensees shall be the exclusive property of the Sponsor, its assignees or licensees, and neither the Condominium nor any other Unit Owners shall have any rights with respect thereto. Notwithstanding the foregoing, additional utilities or the relocation of existing utilities cannot be installed in the Residential Section without the consent of the Sponsor so long as Sponsor owns a Unit, or in the CFU without the consent of the CFU Owner.

(c) Sponsor shall have an easement to reserve any portions of the Residential Section for use as a sales or rental office or model unit or for an open house or for any other purpose relating to marketing, until such time as there are no longer any Unsold Residential Units.

(d) Sponsor will have an exclusive right and easement (i) to erect, use, lease, maintain, repair, replace and operate (a) antennae, satellite dishes and other communications equipment, and (b) pipes, risers, ducts, flues and equipment (including skylights) necessary or desirable to provide heat, air-conditioning, exhaust, or ventilation as required or, as permitted by Law, on any part of the roof and/or façade of the Building and elsewhere on the Common Elements (excluding Terraces and Storage Lockers appurtenant to Residential Units) and to utilize any risers, conduits, piping, cables, ducts and electrical panels and rooms, telephone/cable panels and rooms in connection therewith; and (ii) to erect, maintain, replace

and/or repair any sign and/or lighting permitted by Law on the Property for the purposes of advertising the sale of any Residential Unit or the leasing of space in any Residential Unit. Sponsor will be entitled to permit any one or more of such easements to be utilized by the CFU Owner and/or Permitted Users. Sponsor reserves the right to install additional fireplace flues and mechanical equipment (including skylights) on the roof of the Building. (See the Section of the Plan entitled "Rights and Obligations of Sponsor" for details.)

(e) Sponsor reserves the right, in its sole and absolute discretion, to sell, lease, license or otherwise transfer to a Residential Unit Owner, any non-material portion of the Common Elements for the exclusive use of such Residential Unit Owner, provided that such Common Element was not offered in the Plan as an amenity for the shared use of the Residential Unit Owners and such transfer shall not interfere with the ingress or egress to any Unit. Any such sale, lease, license or transfer will be disclosed in a duly filed amendment to the Plan, and the Declaration and Floor Plans will be amended, if required. (See the Sections of the Plan entitled "Changes in Prices and Units" and "Rights and Obligations of Sponsor" for details.)

(f) Sponsor reserves the right to make any changes in the proposed Condominium Documents and modifications to the Plans and Specifications as may be necessary in Sponsor's sole discretion to conform to Law or to expedite the sale of the Units, or due to structural, architectural or mechanical considerations provided, however, that any such amendments, additions, or changes shall not materially and adversely affect a Unit Owner or Purchaser, increase any obligation of a Unit Owner or Purchaser to any adverse and material degree. Any substitution of appliances, equipment or materials shall be of substantially equal or better quality the determination of which shall be made by Sponsor's architect in its sole and absolute discretion. Any such material and adverse amendment, addition or change will be reflected in an amendment to the Plan. There is a rebuttable presumption that an increase or decrease in the square footage of a Residential Unit, as set forth in the Schedule A, by 5% or less (excluding interior partitions) is not a material and/or adverse change. Therefore, in the event of any such non-material and/or non-adverse change a Purchaser will not be: (a) excused from purchasing the Residential Unit, (b) entitled to a reduction in the Purchase Price, (c) not have any claim against Sponsor as a result of any such change, and (d) not affect a Purchaser's obligations under the Purchase Agreement or the Plan (See the Sections of the Plan entitled "Changes in Prices and Units" and "Rights and Obligations of Sponsor" for details.)

(g) The CFU Owner or Owner of a Unit created from subdivision of the CFU has (or will have) special rights for amending the Declaration, the By-Laws or the Rules and Regulations in connection with the operation, subdivision, alteration of the CFU. The exercise of these rights may produce dissimilar treatment of the CFU Owner(s) as compared to Residential Unit Owners. See Section 18.5 of the Declaration (which is set forth in Part II of the Plan) for details.

(h) Any amendment to the Declaration that (i) purports to modify the Common Interest appurtenant to the CFU, (ii) changes or otherwise impacts the method of assessing Common Expenses against the CFU, (iii) modifies the right of the CFU Owner to use its Unit (and any Limited Common Elements appurtenant to that Unit) as the Declaration or the By-laws otherwise allow, (iv) materially or adversely impacts the rights and obligations of the CFU Owner, or (v) otherwise materially adversely impacts the CFU or CFU Owner, shall not be permitted without the consent of the CFU Owner, which consent may be withheld by the CFU Owner in its sole discretion. Disputes concerning the foregoing that cannot be resolved by the parties shall be subject to Arbitration. (See the Section of the Plan entitled "Rights and Obligations of the Condominium Board/Summary of By-Laws" for details.)

(i) Sponsor has reserved the right to receive the proceeds of any sale of so-called "air-rights" or excess development rights to the Property, which may be effectuated by the Condominium Board (on behalf of all Unit Owners). The CFU Unit is entitled to the portion of such proceeds based upon its percentage of common interest in the Condominium (i.e., its pro-rata share). See, also, Special Risk no. 21 hereinafter.

Future Construction

18. No representation is made that future construction in the neighborhood surrounding the Property will not result in obstruction of the views from any window, portion of the façade and/or Terrace in the Building. Sponsor has no knowledge of any current building permits filed for construction to or on the properties located adjacent to the Building. (See the Section of the Plan entitled "Location and Area Information" for details.) However, Sponsor or its affiliate, intends to construct a townhouse building at 233 Mott Street (Tax Block 494, Lot 23), which is adjacent to the Property. The commencement of such construction is presently unknown, but it is possible that it may occur prior to the First Unit Closing. It is conceivable that construction may occur, from time to time, around or within the CFU. Such construction and construction on or near adjacent and/or adjoining lots are likely to produce an increase in dust, traffic and noise, as is typically produced at an urban construction site.

Unit Measurements

19. (a) Floor Plans depicting layouts of Residential Units (and their Limited Common Elements) appear in Part II of the Plan. Each Unit is measured horizontally from the exterior side of the exterior walls (columns, mechanical pipes, shafts, shaft-ways, chases, chase-ways and conduits are not deducted from measurement of each Unit) to the centerline of the partitions separating one Unit from another Unit, or separating one Unit from corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements not within a Unit or to the exterior side of the opposite exterior walls. Each Unit is measured vertically from the top of the floor (located under the finished flooring and sub-flooring materials) to the underside of the ceiling.

(b) As is customary in New York, these square footages significantly exceed the usable floor Area of each Residential Unit. See the Footnotes to Schedule A in Part I of the Plan and the "Description of Property and Improvements" set forth in Part II of the Plan for details.

Window Guards

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

Excess Development Rights

21. Sponsor's zoning consultant has estimated that Excess Development Rights comprising approximately 13,259.18 square feet of residential "floor area," as such term is defined in the Zoning Resolution, will remain upon completion of the Building. Such Excess Development Rights will not be retained by the Sponsor and may be utilized, sold or otherwise transferred as permitted by Law, by the Condominium Board. However, so long as Sponsor owns a Residential Unit, it will have the right and/or interest in all of the proceeds from any sale of such Excess Development Rights, and the CFU Owner

shall be entitled to a pro-rata share of such proceeds, based upon its common interest in the Condominium. The apportionment of such proceeds or monies resulting for any sale of such Excess Development Rights, as between the Sponsor and the CFU Owner, shall be made on a pro-rata basis, i.e., the percentage of the aggregated Common Interests of the Residential Units (for the Sponsor), and the percentage of Common Interest of the CFU (for the CFU Owner). If any Excess Development Rights are transferred to adjoining premises, the light and air of the Building and views from Units and/or Terraces may be affected. Notwithstanding the foregoing, Excess Development Rights may not be used to expand the size, height, bulk or density of any portion of the Property after the recording of the Declaration. Additionally, Purchasers are advised that there is no remaining residential "floor area" remaining upon completion of the rehabilitation of the Building. Accordingly, irrespective of ceiling heights within a Residential Unit, a Residential Unit Owner may not construct additional floors or levels within such Residential Unit. (See the section of the Plan entitled "Rights and Obligations of Sponsor;" "Rights and Obligations of CFU Owner;" the Declaration and the Zoning Lot Development Agreement set forth in Part II of the Plan, for more details.)

Marketing Materials

22. In no event shall the presence of any furniture, furnishings, finishes, equipment or decorations, wall coverings, window treatments and carpeting and the like ("FFE") in any portion of the Sales Office or the Building set forth in any marketing materials and/or advertisements, and/or websites used in connection with the sales and marketing of the Residential Units imply or represent that any such FFE will be located within any portion of the Building. The presence of FFE in such marketing materials are for illustrative purposes only. In addition, marketing materials may designate or label or use nomenclature to describe certain areas or rooms within Residential Units that differs from the designations utilized on the Floor Plans of the Residential Units set forth in Part II of the Plan or the Plans and specifications filed with the Building's Department, including, without limitation, closets, hallways, dens/media rooms and powder rooms. The use of such designations, labels or nomenclature is for marketing purposes only and does not obligate Sponsor to deliver such spaces, areas or rooms designed or fitted out in the manner depicted or implied in the marketing materials.

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

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

Wood Materials

24. Purchasers should note that, natural materials used as finishes have certain inherent risks associated with such use. All references in the Plan to wood products shall be deemed references to engineered wood products unless otherwise specified. The Residential Units will be delivered with wood floors, which should not be washed with water and need to be maintained in accordance with the manufacturer's recommendations. Risks associated with all wood products (including, without limitation, wood flooring, furniture, cabinetry, interior of cabinetry may or may not be the same material and/or color as the exterior and molding) include but are not limited to the following: appearance of cracks between the floor boards, squeaks, variation in color, variation in wood grain, texture, occurrence of knots and cupping. Purchasers should note that since wood is a product of nature it can have a great deal of

variability in color, grain, texture and appearance. Cracks, occurrence of knots and grain variation are more noticeable in light colored wood flooring. Furthermore, wood flooring is affected by sunlight and often fades and changes with use and age. Some woods darken and some lighten when exposed to light. Wood flooring can also dent. Protective felt pads and protective sheeting such as plywood or "masonite" should always be used for furniture or appliances. A wet mop should never be used on the wood flooring because it can cause warping and cracking. Standing water will cause cupping, swelling, and subsequent gapping. (See the Section of the Plan entitled "Rights and Obligations of Sponsor" and "Rights and Obligations Unit Owners," as set forth in the Plan.)

Flood Zone/Insurance

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

(b) The site of the Property is in Zone X of the FEMA flood zone map, but is not located within any currently designated Special Flood Hazard Zone. The Sponsor makes no representation that the renovation of the Building will be in compliance with FEMA standards of flood protection.

(c) Sponsor makes no representation that the insurance limits set forth in Schedule B will meet the requirements of a lender who finances the purchase of a Unit. If Purchaser's lender requires additional insurance, Purchaser will be obligated to obtain such supplemental policies at Purchaser's sole cost and expense, including, without limitation, any flood policy provided by FEMA/NFIP, which is not included in Schedule B. Additionally, Purchasers are advised that the Condominium Board shall have the right to require a Unit Owner to obtain flood insurance with respect to the Unit with limits to be determined in the Condominium Board's sole and absolute discretion.

(d) Sponsor makes no representation as to the extent of damage from a flood or other hazard or as to whether the insurance proceeds paid will be adequate to cover the cost of such damage or the amount of time required to make repairs or replacements as a result of such damage. Sponsor makes no representation that owners and occupants will be permitted to remain in the Building during a flood or other hazard or that the Building and its facilities, services and amenities will be accessible and/or available immediately prior, during or after a flood or other such hazard. Furthermore, Sponsor makes no representation or warranty that emergency equipment will be adequate or operational during a flood or other hazard.

Terraces

26. The Building will contain a common interior, garden courtyard, and certain Residential Units will have Terraces appurtenant to them, as Limited Common Elements. Purchasers are advised that although such Terraces will be constructed in accordance with applicable Law, their use by children should be utilized with extreme care. As such, any use by a child of a Terrace must be under parental or other designated adult supervision at all times. (See the Section of the Plan entitled "Description of Property and Improvements" subsection "Services and Facilities" for details.)

No Warranty

27. (a) Sponsor will not be obligated to correct, repair or replace any defects relating to construction of the Residential Units or the Common Elements or in the installation or operation of any

appliances, fixtures, or equipment therein, except as expressly provided under the Plan. Sponsor will not warrant the materials or workmanship of any Residential Unit or any of the Common Elements. The Housing Merchant Implied Warranty law (General Business Law Article 36-B) is not applicable to this offering.

(b) However, Sponsor is obligated to complete construction of the Building substantially in accordance with the provisions of the Plan, all applicable Laws, and the Description of Property and Specifications as set forth in Part II of the Plan. Any conflict between the disclaimer in this Special Risk and Sponsor's obligations described in this Special Risk shall be resolved in favor of the latter. See "Rights and Obligations of Sponsor" set forth in Part I of the Plan for details.

Increase or Decrease in Common Interest

28. The Common Interest of each of the Units has been determined pursuant to Section 339-i(1)(iv) of the Condominium Act based upon a comparison of the floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of common elements for exclusive or shared use and the overall dimensions of the particular Unit. Based upon final specifications, construction conditions and/or "as-built" plans for the Building, and reflecting relative measurements, areas and uses of portions of the Building, application of such method of allocation of Common Interest may justify a minor increase or decrease in the Common Interest appurtenant to the Units. In such event, the Common Interest appurtenant to each Unit would be adjusted (by a minimal amount), pro-rata. Sponsor expressly reserves the right, from time to time, prior to the First Closing, to effect such a change in the Common Interests and to file an amendment to the Plan to reflect such change. In no event, however, will the Common Interest of any Unit be increased as a result of any of the foregoing by more than five percent (5%) of the percentage of Common Interest originally allocated to the Unit. See the Section entitled "Rights and Obligations of the Unit Owners" set forth in Part I of the Plan for more details.

Sponsor's Use of the Building for Promotional Functions

29. Sponsor and its designee(s), so long as Sponsor owns at least one (1) Unsold Residential Unit, shall have the right, until the 10th anniversary of the First Closing, to use, without charge, portions of the Building, including the Common Elements, for exhibitions, events, promotional functions related to the Condominium (e.g., with respect to any sales programs for Unsold Residential Unit(s)). At such times, Purchasers are advised that the Building may see an increase in noise and traffic as well as an interference with the use and enjoyment of those areas being used by Sponsor. See "Rights and Obligations of Sponsor" and the Declaration in Part II of the Plan for more details.

Emergency Power

30. There will be an emergency generator located on the roof of the Building. The generator runs on natural gas and, in the event of an electric grid outage, is designed to power life safety systems, emergency lighting in the lobby, lighting in public areas, the house water tank fill pumps, the water pressure booster system, sprinkler pumps, the Residential elevator, and limited power for a Residential Unit that will run the refrigerator, one light, and a circuit for a charging receptacle. Sponsor has the right to operate the emergency generator as necessary, as well as to activate the emergency generator for testing on a periodic basis, normally once per month. During such testing periods, excessive noise and vibration, which may exceed applicable NYC noise requirements, may occur. The Condominium Board

and Sponsor will attempt to minimize any potential disruption to occupants of the Building. (See the Description of Property and Improvements set forth in Part II of the Plan for details).

Special Rights of CFU Owner

31. No amendment, modification, addition or deletion of the Condominium Documents (other than those required by Law) which adversely affects the CFU Owner shall be effective against it unless it has given its prior written consent thereto. (See the Section of the Plan entitled "Rights and Obligations of the Condominium Board/Summary of By-Laws" for details.)

Reciprocal Easement Agreement and Declaration between Condominium and Owner of Adjacent Property with a Common Party Wall and Roof

32. Sponsor owns the improved real property adjacent to the Property (the "Townhouse Property"), also known as Block 494, Lot 22, on the Tax Map of New York County. The Townhouse Property has a street address of 38 Prince Street. It was formerly part of a building erected in 1826 (the "1826 Structure"), as was a portion of the Building subject to the Plan and Condominium Declaration. The Townhouse Property and the Building share a party wall (on the westerly side of the Building and the easterly side of the Townhouse Property), a portion of an integrated roof, a storm-water diversion system (including storm-water and sewer pipes located in the cellar level), a portion of the foundation, and a property-line fence (all shared elements, hereinafter, "Common Benefit Improvements"). Sponsor has entered into a certain Reciprocal Easement Agreement and Declaration ("REA") with the Board of Managers of the Condominium which provides for the shared costs in maintaining the Common Benefit Improvements. A copy of the form of the REA is set forth in Part II of the Plan.

Lead Paint Presence

33. Based upon the age of the Building, one can readily assume that lead-based paint is present in the Residential Units and on painted, Building surfaces (i.e., on surfaces of certain Common Elements). Consequently, in the event that an Owner of Unit undertakes renovation of a Unit, or lead-based paint surfaces within such Unit are to be moved or may be disturbed, certain precautions must be taken (and certain protocols must be undertaken) to comply with applicable laws and regulations. Although the Building is being rehabilitated or renovated, the Sponsor does not intend to remove any lead-based paint that remains after such rehabilitation or renovation. If the walls, ceilings or other painted surfaces of Common Elements are later demolished or altered, certain precautions must be taken (and certain protocols must be undertaken) by the Condominium Board (on behalf of all Unit Owners) to comply with applicable laws and regulations.

Electrical Generator on Roof of Townhouse Property

34. There will be an emergency generator located on the roof of the Townhouse Property (38 Prince Street). The generator will run on natural gas and, in the event of an electric grid outage, is designed to power life- safety systems, emergency lighting systems, etc. for the Townhouse Property. The owner of the Townhouse Property will have the right to operate the emergency generator as necessary, as well as to activate the emergency generator for testing on a periodic basis, typically, once per month. During such testing periods, excessive noise and vibration, which may exceed applicable NYC noise requirements, may occur. Occupants of the Building may find the same unpleasant or disturbing. (See the Description of Property and Improvements set forth in Part II of the Plan for details).

Encroachment beyond Property Line

35. The Building extends approximately three (3) feet beyond the property line of the Property, on the northerly side of the Property (along Prince Street). Sponsor believes that this condition has existed for more than fifty (50) years, but makes no representations or warranties concerning the legal status of this encroachment or the period of time it has existed.

Unit 2A Terrace

36. The Terrace appurtenant to Unit 2A (which could be described as a landscaped front courtyard or garden) is below grade. Consequently, it may be of limited utility to the purchaser of such Unit.

Plantings

37. An inset planter (containing shrubs) will be installed in the Property's northeast corner, at basement level. This will be a Limited Common Element for Unit 2A (exclusive of retaining walls, which are Residential Common Elements), which is approximately 147 square feet in area, but part of which extends beyond the Property line to the extent of 80 square feet. In the event that the City of New York revokes the right or license to use this 80 square foot area, it, and the adjacent front courtyard area, would be reduced. Neither the Sponsor nor the Condominium shall have any liability to a Unit Owner in such event.

Cellar and Vaults

38. The Building has a full cellar running along Mott Street and a partial cellar running along Prince Street. The Building has six (6) vaults under the Mott Street sidewalk. All of the vaults are closed off from the sidewalk. Some of the vaults are used for plumbing connections (e.g., gas, sanitary, water, and sprinkler lines). The vaults will be refurbished, as required, as part of the new sidewalk installation. The sidewalk grate, which is adjacent to the 235 Mott Street entrance, is currently filled in with concrete and is not observable. The Sponsor plans to replace this grate with a new, flush grate which will be used for ventilation. The City of New York technically owns the vaults because the vaults extend into the sidewalk. If the City of New York revokes the right or license to use the vaults, the Building would no longer be able to use the vaults. The Condominium, not the Sponsor, would bear the cost of removing and relocating equipment in the vault.

Residential Units Not Sound-Proof

39. Although the floors will be sound-attenuated, the Residential Units will not be sound-proof. A prospective purchaser of a Residential Unit may experience undesirable sound levels and/or noise, and if purchasing after construction, should determine whether transmitted sounds are acceptable before entering into the Purchase Agreement. Mechanical equipment is located adjacent to the second bedroom in the upper level of Unit 3A.

Potential Reduction of Buffer Space to Sidewalks for Certain Windows

40. Part of the front courtyard on Prince Street, leading to the CFU entrance, extends past the Property line into an area owned by the City of New York. In the event that the City of New York were to revoke the right or license to use this area, this space and the adjacent, front courtyard (including planter areas, which is a Limited Common Element of Unit 2A) would be reduced by approximately 161 square feet (leaving approximately 846 square feet for this portion of the front courtyard), resulting in less "buffer" space to the sidewalk for certain Residential Unit windows overlooking this area (southeast corner windows, the front basement windows of Residential Unit 1A, and CFU windows).

Exterior Entrances

41. Both entrances to the CFU face Prince Street: one at the first floor and one at the basement level. The first-floor entrance has a step directly below the entry door, and thus, is not handicap accessible. Currently, this is a permitted non-conforming condition, as either it existed before the current, specific code requirements were enacted, or the New York City Building Department has allowed it. The New York City Building Department may apply current code standards, retroactively, to this non-conforming condition. In such event, the Condominium, and not the Sponsor, would bear the costs of any required "correction" or compliance.

The entrance for the Residential Units will face Mott Street. It will include two (2) new wood, self-closing doors, measuring (together) approximately 5'7" by 7'3." Although these doors will be set flush to the sidewalk, they will not satisfy the current building code which requires a 3' width for each door (or a combined, 6' width). This entrance is a permitted non-conforming condition because either it existed before the current, specific code requirements were enacted, or the New York City Building Department has allowed it. The New York City Building Department may apply current code standards, retroactively, to this non-conforming condition. In such event, the Condominium, and not the Sponsor, would bear the costs of any required "correction" or compliance.

Yards and Courts

42. The front courtyard faces Prince Street. This courtyard extends past the Property line into an area owned by the City of New York. In the event that the City of New York was to revoke the right or license to use this area, this space would be eliminated and the front courtyard size would be reduced. Additionally, Unit windows overlooking this area (i.e., southeast corner windows, including some in the CFU, and especially the front basement windows of Unit 2A) would have less "buffer" space to the sidewalks.

Interior Stairs

43. Two (2) stairways service the Residential Units. The stairways are arranged like scissors, and both egress paths extend through the vestibule facing Mott Street. This technically means that the Building only has a single means of egress. Although the current code requires two (2) distinct means of egress, the New York City Building Department granted a Construction Code Determination allowing this condition. Thus, this is a permitted non-conforming condition because the stairs were installed prior to current code requirements. Such non-conforming conditions may remain in older buildings despite not meeting current code requirements. The New York City Building Department may retroactively apply current code standards to require correction of any non-conforming conditions. Under such circumstances, the Condominium, and not the Sponsor, would bear the costs of correcting any non-conforming condition to comply with the applicable laws.

Air Conditioning

44. Each Residential Unit is air-conditioned by ceiling-hung, air-cooled, electric-fan coil units working in tandem with split, rooftop condenser units. The units distribute air through ceiling diffusers. The rooftop air-conditioning condenser units will create sound/vibrations; however, the sound and/or vibrations will comply with any governmental regulations therefor at the time of their installation. Prospective Residential Unit Owners should determine whether such sound is acceptable before purchasing a Residential Unit.

Compliance with the Americans with Disabilities Act

45. The Building does not conform to the current handicap accessibility requirements under Local Law. This is a non-conforming condition which may remain in older buildings because the condition was installed before current code requirements were enacted. The New York City Building Department may retroactively apply current code standards to require correction of any non-conforming conditions. Under such circumstances, the Condominium, and not the Sponsor, would bear the costs of correcting any non-conforming conditions to comply with the applicable laws.

Sharing of Certain Services by Townhouse Property Owner

46. Sponsor, as owner of the Townhouse Property (i.e., 38 Prince Street) and of 233 Mott Street (the intended site of construction for a newly-constructed townhouse) will enter into a written agreement (the "Service-Sharing Agreement") whereby the Condominium Board will provide certain services (i.e., concierge services; package receipt and notification; sidewalk cleaning and snow removal; and trash removal) to the Sponsor or its successors-in-interest, as owners of the Townhouse Property and/or the 233 Mott Street townhouse, at their option; and such owners will pay for such service, as set forth in such written agreement. However, after the initial two (2) year period for such agreement, it may be terminated by either party upon sixty (60) days' prior written notice. In any event, the Sponsor will pay, in advance, at the First Unit Closing, the charges under the agreement covering a period of two (2) years. There is no guaranty that any subsequent owners of the Townhouse Property and/or the 233 Mott Street townhouse shall make payments to the Condominium, whether or not they assume such obligations under the agreement. Consequently, the Condominium may not rely upon such income, after the Sponsor's pre-payment is made. The form of such agreement is set forth in Part II of the Plan. The Townhouse Property and the 233 Mott Street townhouse may be referred to as the "Townhouse Properties" in this Offering Plan.

No Right of First Refusal

47. The sale or lease of a Unit by a Unit Owner (including the Sponsor or its designee with respect to Unsold Residential Units, and the CFU Owner) is not subject to a right of first refusal by the Condominium Board. Please refer to the section of the Plan entitled "Rights and Obligations of Unit Owners" in Part I, for further discussion. Owners may sell or rent their respective Units without approval from the Board of Managers.

LPC Approvals

48. Because the Property has been designated by NYC's Landmarks Preservation Commission (the "LPC") as containing a building of significance (and has been placed on the National Register of Historic Places), changes, alterations, and replacements to the Units may be subject to review and approval by the LPC. Consequently, this may result in delays and increased costs to the Unit owners seeking to make such changes, alterations and replacements.

Delay in Collection of Common Charges

49. During the Sponsor Control Period, the Condominium Board shall have the right, in its sole discretion, to waive Unit Owner obligations to pay Common Charges from and after the First Closing for a period of time to be determined by the Condominium Board ("Waiver Period"). During such Waiver Period, Sponsor will timely pay all expenses of the Condominium, including but not limited to insurance premiums and reserve fund payments required by lenders. If the Condominium Board elects to waive payment of Common Charges pursuant to the foregoing, Sponsor shall disclose such waiver of Common Charges and the anticipated and/or actual Waiver Period in the closing notice(s) to Purchaser(s) and in the post-closing amendment to the Plan. Sponsor will notify all Unit Owners in writing of the expiration of the Waiver Period at least thirty (30) days prior to the commencement of the collection of Common Charges, and will disclose such fact in the following amendment to the Plan. Upon commencement of collection of Common Charges from all Unit Owners, there will not be any Assessment for any item set forth in the approved budget for the Condominium. The Sponsor shall remain obligated to update the budget for the Condominium as required by governing regulations.

No Radon Testing

50. The Building has not been tested for Radon gas.

INTRODUCTION

Nature of the Transaction

34 Prince Equities LLC ("Sponsor") is a limited liability company organized and existing under the laws of the State of New York. As of July 1, 2014, The Trustees of Saint Patrick's Cathedral in the City of New York ("Seller" or "CFU Owner") established condominium ownership of the Land and buildings commonly known as 32-34 Prince Street and 235 Mott Street, New York, New York pursuant to the Condominium Act (by filing and recording a Declaration of Condominium on July 18, 2014, sometimes hereinafter called the "Initial Declaration"), and creating 34 Prince Street Condominium, comprised of two (2) Condominium Units: an Initial Residential Unit ("IRU"), and a Community Facility Unit ("CFU"). The Seller retained the ownership of the CFU, and Sponsor acquired, from the Seller, the IRU of the 34 Prince Street Condominium located at 32-34 Prince Street (a/k/a 235 Mott Street), New York, New York 10012 (the "Property") by deed dated August 20, 2014. In connection with Sponsor's acquisition, Sponsor granted a mortgage lien to M&T Bank/Manufacturers and Traders Trust Company, which mortgage lien is subordinate and subject to the Declaration, as the same may be amended. The mortgage lien will be released prior to the First Unit Closing. Sponsor contemplates replacing the acquisition mortgage with a construction loan mortgage in connection with the rehabilitation of the Property. Any mortgage lien covering a Residential Unit will be released by the construction loan mortgagee from the Residential Units sold pursuant to this Plan as and when title to such Residential Units is conveyed to purchasers.

Sponsor presents this Offering Plan, as the same may be amended from time to time ("Plan") for the amendment and modification of the Initial Declaration (by means of filing and recording, in the New York City Register's Office, an Amended and Restated Declaration of Condominium, as executed by the Seller, as Declarant, hereinafter sometimes called the "Declaration," "Condominium Declaration," or "Declaration of Condominium") whereby the Residential Unit will be sub-divided into seven (7) Residential Units for sale under the terms of the Plan. The Condominium will continue to be known as 34 Prince Street Condominium.

The principals of Sponsor who will be actively involved in this offering are Francis Greenburger, Abby Hamlin and Robert Kantor (See the Sections of the Plan entitled "Identity of Parties" and the "Certification of Sponsor and Principals" in Part II of the Plan for details.)

The Condominium will consist of seven (7) Residential Units and one (1) Community Facility Unit ("CFU"). The CFU may be referred to as the "Non-Residential Unit." The Residential Units and the CFU are collectively referred to as the "Units." The CFU is not being offered for sale at this time.

The Offering Plan

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

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

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

In addition, Sponsor has filed with the Department of Law, Exhibits to the Plan which, along with the Plan, constitute the entire offer of Sponsor. Copies of the Plan and all documents referred to in the Plan and all Exhibits submitted to the Department of Law in connection with the Plan shall be available for inspection by prospective Purchasers and their attorneys without charge and for copying at a reasonable

charge by any Person who shall have purchased a Unit offered by the Plan at the Sales Office and available for inspection and copying at the office of the Department of Law. A prospective Purchaser may borrow the Plan upon payment of a $200 deposit, which amount will be fully refunded upon either (i) the prompt return of the Plan in good condition or (ii) the execution by the prospective Purchaser of a Purchase Agreement subsequently accepted by Sponsor. Prospective Purchasers may elect to receive an electronic copy of the Plan provided prospective Purchaser executes the required election form. Instructions for such election and the "Election Form to Receive a Digital Copy or a Paper Copy" are included in Part II of the Plan. Prospective Purchasers are also advised to consult with their own attorneys or other advisers before agreeing to purchase. All documents are important and should be carefully read by prospective Purchasers.

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

The Property

The Building is currently comprised of a two (2) unit Condominium, and will be newly renovated and converted to an eight (8) unit Condominium, inclusive of the Community Facility Unit ("CFU") which will be initially owned by The Trustees of Saint Patrick's Cathedral in the City of New York, the Sponsor's predecessor in interest. The CFU is not being offered for sale at this time. An Amended and Restated Declaration of Condominium (hereinafter, the "Declaration") shall be filed and recorded in New York City Register's Office by the Sponsor (but executed by The Trustees of Saint Patrick's Cathedral in the City of New York, as Declarant) at or prior to the First Unit Closing to effectuate this conversion to an eight (8) unit Condominium (assuming the Plan is declared effective).

Based upon the current construction schedule, Sponsor anticipates that, unless delayed by Force Majeure, the renovation and conversion of the Building will be sufficiently completed to permit closings of Residential Units to begin on or about January 1, 2017. Purchasers should note however that: (i) Residential Units will be completed at different times over a period that may begin prior to and/or extend significantly beyond, such projected date, and (ii) Residential Units on higher floors generally close later than Residential Units on lower floors. Sponsor will have no liability to any Purchaser, nor will any Purchaser be entitled to any credit, offset or reduction in the Purchase Price or otherwise be relieved of any obligations under the Purchase Agreement, if the First Closing occurs earlier or later than the projected date, or the time to complete or to close title to any Residential Unit is delayed or postponed by Sponsor. Sponsor has the right to change the projected First Year of Condominium Operation from time to time by an amendment to the Plan. If the First Closing does not occur within 12 months after the date set forth in Schedule B as the commencement date for the First Year of Condominium Operation in effect on the date a Purchaser and Sponsor entered into an Purchase Agreement, Sponsor will offer those affected Purchasers only a right to rescind their Purchase Agreements for 15 days from the Presentation Date of the amendment disclosing Sponsor's failure to close within such time frame. Any Purchasers electing rescission will have their Deposits returned together with any interest earned thereon, except for any Unit Upgrade Funds.

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

Offering of Residential Units for Sale

Sponsor hereby offers the Residential Units for sale pursuant to the Plan. The Purchase Prices for each of the Residential Units are listed in the Section of the Plan entitled "Schedule A - Purchase Prices and Related Information" ("Schedule A"). THESE PRICES HAVE BEEN SET BY SPONSOR AND ARE NOT SUBJECT TO APPROVAL BY THE DEPARTMENT OF LAW OR ANY OTHER GOVERNMENTAL AGENCY.

Conveyance of Title

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

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

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

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

Sponsor reserves the right to offer the Residential Units in such order of priority as it may determine, and to withhold one or more Residential Units for future sale or rental. In addition, Sponsor has the right to limit the number of Residential Units sold to any Purchaser and to make Bulk Sales of Residential Units. A Bulk Sale Purchaser of such shall be bound by Sponsor's representations in the Plan with regard to Sponsor's commitment to sell Residential Units. The term "Bulk Sales" shall mean the transfer of two (2) or more, or in excess of twenty percent (20%), of the total number of Residential Units in the Condominium, whichever is less.

Basic Aspects of Condominium Ownership

The ownership of a Unit is similar in many respects to the ownership of a private home, in the case of a Residential Unit, and of a building, in the case of a Non-Residential Unit (which is not being offered for sale at this time). Each Unit Owner owns fee title to the Unit and is entitled to the exclusive possession and use thereof and is obligated to comply, with the terms of the Condominium Documents and any other requirements implemented by the Condominium Board. Each Unit Owner also owns, in common with the owners of all other Units, an undivided interest in (and right to use) the Common Elements. The Common Elements are comprised of: (i) portions of the Property serving and benefiting all Units, generally, including,

for example, the Land upon which the Building stands and foundations and supports of the Building, these Common Elements being more specifically designated as "General Common Elements," (ii) portions of the Building serving and benefiting the Residential Units, exclusively, including for example, and without limitation, the residential lobby, residential yards or areas, residential hallways, residential corridors and elevators exclusively servicing the Residential Units, these Common Elements being more specifically designated as "Residential Common Elements;" (iii) portions of the Building exclusively serving and benefiting one Residential Unit such as a Terrace, these Common Elements being specifically designated as a "Residential Limited Common Element;" and (iv) portions of the Building serving and benefiting the Community Facility Unit ("CFU"), exclusively, including for example, and without limitation, the CFU lobby, hallways, corridors and elevators exclusively servicing the CFU, these Common Elements being more specifically designated as "CFU Limited Common Elements." Subject to certain conditions contained in the By-Laws, each Unit Owner may mortgage the Unit with such lender and in such amount as the Unit Owner chooses. However, Sponsor makes no representations about the ability to obtain mortgage financing for the purchase of any Residential Unit. There are no limitations or restrictions upon the rights of any Unit Owner to mortgage a Unit. Each Unit is separate and will not be subject to the lien of any mortgage placed on any other Unit.

Operation of the Condominium will be vested in a Condominium Board, the members of whom will be elected by the Residential Unit Owners, subject to the rights of Sponsor and the CFU Owner to designate or appoint members of the Condominium Board, as set forth in the Section of the Plan entitled "Rights and Obligations of the Condominium Board/Summary of By-Laws." The Condominium Board shall consist of four (4) members: three (3) to be elected by the Residential Unit Owners, or designated by the Sponsor, as the case may be ("Residential Members" or "Residential Committee"), and one (1) to be designated or appointed by the CFU ("CFU Member"). So long as Sponsor owns at least one (1) Unsold Residential Unit, Sponsor shall have the right to designate one (1) Residential Member. When voting for the Residential Members of the Condominium Board, each Residential Unit Owner shall be entitled to cast one vote for each .0001% of Common Interest attributable to the Residential Unit per Residential Member to be elected. The CFU Owner shall not be entitled to cast any vote for any other Member of the Condominium Board. The Residential Members shall form (or be deemed) a Residential Committee, which shall have administrative powers and duties with respect only to the Residential Units or Residential Section of the Condominium.

A Unit Owner may decorate and construct the interior of the Unit in any way the Unit Owner desires, subject to compliance with the Condominium Documents and Law, and will be solely responsible for the cost of maintenance and interior repairs to the Unit after Closing.

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

The statute concerning condominiums in effect in the State of New York pursuant to which the Condominium will be organized by Sponsor is Article 9-B of the Real Property Law of the State of New York, as amended, commonly known, and hereinafter referred to as the "Condominium Act." The Property will be continue to be subject to the provisions of the Condominium Act with the recording the Amended and Restated Declaration in the New York City Register's Office by Sponsor. The Condominium will comply with all Laws applicable to condominiums in the State of New York.

The cost of operating the Condominium will be borne entirely by the Unit Owners in accordance with allocations set forth in the "Schedule B – Projected Budget for First Year of Condominium Operation."

As more particularly set forth in the By-Laws, the Condominium Board will determine the amount of Common Expenses. On a monthly basis or at such other times as the Condominium Board determines, the Condominium Board will assess Unit Owners for Common Charges to meet Common Expenses. Common Expenses shall be either General Common Expenses attributable to all Unit Owners, Residential Common Expenses attributable to Residential Unit Owners only or CFU Common Expenses attributable to the CFU Owner only. Common Charges will be assessed against Residential Unit Owners in the same proportion their respective Residential Units bears to the aggregate Common Interests of all Residential Units. The estimated Common Charges for each Unit for the First Year of Condominium Operation are set forth in Schedule A. Purchasers are obligated to pay monthly Common Charges pursuant to the Condominium Act (RPL Sections 339 (i) and (m)).

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

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

Certain budgeted items (See the "Notes to Schedule B" for details) are allocated between the Residential Units and the CFU on a special basis which reflects actual benefit and/or use associated with that particular item of expense or exclusive control of particular Common Elements. The Condominium Board may not modify the method of these allocations without the consent of the CFU if a negative impact on the CFU Owner would result. In the opinion of Sponsor's budget expert, as set forth in the Certifications of Budget Expert set forth in Part II of the Plan, the allocated Common Charges payable by the CFU Owner are sufficient to cover the expenses fairly attributable to the CFU. Unit Owners will have no interest in any rents, net profits or revenues derived from the rental or use of any Unit owned by another. The aggregate Common Interest of all Units equals 100%. The aggregate Residential Common Interests of all Residential Units equals 100%. The aggregate CFU Common Interest of the CFU equals 100%. The percentage of Common Interests are the basis for determining a Unit Owner's share of distribution upon termination of the Condominium with Unit Owners then sharing pro rata in the proceeds of the Condominium. Each Unit's Common Interest, Residential Common Interest and CFU Common Interest, as applicable, and estimate of the Common Charges that will be payable by the Unit Owner during the First Year of Condominium Operation of the Property subsequent to the First Closing are set forth in the Section of the Plan entitled "Schedule A – Purchase Prices of Units and Related Information."

After the Closing of Title to a Unit, a Unit Owner will be solely responsible for maintaining casualty insurance with respect to the Unit, including, without limitation, the flooring, fixtures, furniture, furnishings, equipment, appliances and personal property located within the Unit, any Residential Limited Common Elements appurtenant thereto (including any Storage Locker), as well as liability insurance with respect to occurrences in or about the Unit, any Residential Limited Common Elements appurtenant thereto (including any Storage Locker). The Condominium Board will be solely responsible for maintaining casualty and liability insurance with respect to the Common Elements (but not for contents of the Storage Lockers, which are solely the responsibility of the owners of such contents therein), in accordance with the provisions of the By-Laws. (See the Section of the Plan entitled "Rights and Obligations of the Condominium Board/Summary of By-Laws" for details.)

Each Purchaser of a Residential Unit will be required to make a non-refundable contribution to the Working Capital Fund of the Condominium. Such contribution, to be made at the time of Closing of the Unit,

shall be in an amount equal to two (2) months' Common Charges assessed against the Residential Unit at Closing. (See the Section of the Plan entitled "Working Capital Fund and Apportionments" for details.)

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

A Residential Unit shall be used for residential purposes only, but may be used as a professional or business office or for any permitted "home occupation" as defined in the Zoning Resolution of the City of New York as may be amended from time to time, or as defined by Law. No more and not more than one family may occupy a Residential Unit at one time. A Unit may not be used for (a) any illegal or pornographic purposes, or (b) as an establishment in which are provided sex related activities consisting of nude or semi-nude live performances, sex clubs, massage parlors, adult book stores, peep shows, or (c) as a homeless shelter or (d) as a drug or alcohol rehabilitation facility. Advertising, posting or listing Units for transient purposes is prohibited. A Residential Unit owned or leased by an individual, corporation, partnership, limited liability company, fiduciary or any other entity (including, but not limited to, embassies and consulates of foreign governments) may only be occupied by such individual, an officer, director, stockholder or employee of such corporation, a partner or employee of such partnership, a member of such limited liability company, the fiduciary or beneficiary of such fiduciary, a principal or employee of such other entity, respectively, or by members of the immediate family or guests of any of the foregoing. A Residential Unit may be used for any other purpose, provided such use is permitted by, and complies with Law, does not violate the then existing TCO or PCO covering the Building, and the Condominium Board, in its sole discretion, grants permission for such use. Use and occupancy of a Residential Unit shall be subject to the Residential Rules and Regulations of the Condominium which may be amended from time to time.

The CFU may be used for any lawful purpose, whether owned or leased by an individual, corporation, partnership, limited liability company, fiduciary or any other entity (including, but not limited to, embassies and consulates of foreign governments, provided that any entity referred to in this parenthetical has waived all sovereign, diplomatic, other immunity that would or might otherwise apply). The CFU may not be used (a) for any illegal or pornographic purposes; (b) as an establishment in which are provided sex related activities consisting of nude or semi-nude live performances, sex clubs, massage parlors, adult book stores, peep shows; (c) as a homeless shelter; or (d) as a drug or alcohol rehabilitation facility.

In all instances, Units may only be used in compliance with Law and the then existing Certificate of Occupancy covering the Building and the Declaration of Condominium and the By-Laws. Use and occupancy of a Residential Unit shall be subject to the Residential Rules and Regulations of the Condominium which may be amended from time to time.

A Storage Locker may be used only for the storage of personal effects of a Residential Unit Owner, and in no event shall any food or other perishable item, or any flammable or explosive item hazardous or any item which would impose a health or safety threat or cause noxious odors, dirt or other sanitary problems or create a nuisance, be stored in a Storage Locker. Except for Sponsor and the Condominium Board, a Storage Locker may not be licensed independently of a Residential Unit.

Unit Owners may sell or lease their respective Units, or portions thereof, without any restriction or limitation. Since the Condominium Board does not have the right to approve or disapprove potential purchasers of Residential Units, the Condominium Board is unable to limit the number of purchasers who purchase Residential Units for investment or resale rather than for personal occupancy and there may always be a substantial percentage of Residential Unit Owners who are not occupants. It is possible that those Residential Unit Owners who occupy their Residential Units may have different interests than those Residential Unit Owners who purchased such Residential Units as an investment and the occupancy by renters may affect the ability of a Residential Unit Owner to finance a Residential Unit. (See the Section of

the Plan entitled "Rights and Obligations of Unit Owners" subsection "Sales and Leases of Units" for details.)

Each Unit Owner has exclusive use, subject to any and all Residential Rules and Regulations implemented by the Condominium Board, of any Limited Common Element appurtenant to such Unit, as shown on the Floor Plans included in Part II of the Plan, and is responsible for all normal maintenance, repairs and replacements thereto. However, the costs and expenses of any structural or extraordinary repairs or replacements to any Limited Common Element (including any leaks which are not caused by the negligence of the Unit Owner having access to same) shall be charged to all Unit Owners as a Residential Common Expense in the case of Residential Units and as a CFU Common Expense in the case of the CFU. The type, size, weight, location and quantity of plantings and other furnishings and installations to be placed on Terraces or in garden areas appurtenant to Residential Units shall be subject to the prior written approval of the Condominium Board and shall be in compliance with Law.

There are no limitations on who may purchase Units, except as set forth in the Plan. Under the New York Real Property Law, a condominium unit may be owned by an individual, a corporation, a partnership, a limited liability company, an association, a trust or any other entity which is permitted to take title pursuant to Law. Sponsor reserves the right at any time and from time to time for any reason whatsoever, without the consent of any of the Condominium Board, any Unit Owner or mortgagee, to refuse to approve and execute a Purchase Agreement for one or more Units to any Person. Sponsor will not discriminate against any person because of race, creed, color, sex, sexual orientation, gender identity, religion, military status, partnership status, disability, marital or family status, age, ancestry, national origin, lawful profession or other ground proscribed by Law. No binding obligation will arise for the sale of a Unit unless and until a Purchase Agreement executed by both Purchaser and Sponsor has been exchanged and Sponsor has collected the funds constituting Purchaser's required Deposit (see the Section of the Plan entitled "Procedure to Purchase" for details). Sponsor will not accept an offer of purchase from an individual younger than 18 years of age or an incompetent under Law.

The Attorney General's office has not verified or approved the disclosure set forth above.

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

DEFINITIONS

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

"Adverse Effect," or "adverse effect" shall mean any action or proposed change with respect to any Unit Owner, that such action or change could, if realized, (i) increase the Common Charges payable over those set forth in the budget in effect at the time in question by 25% or more, (ii) materially and permanently interfere with such Unit Owner's access to the Unit, (iii) materially and permanently obstruct or degrade the view from the windows and/or Terraces of the Unit, or (iv) otherwise materially diminish the use and enjoyment of the Unit.

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

"Building" shall mean (collectively) the buildings located at 32-34 Prince Street and 235 Mott Street, New York, New York 10012.

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

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

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

"Closing Date" shall mean the date on which a Closing occurs.

"CFU Common Elements" shall mean those portions of the Common Elements either existing for the exclusive use of the CFU or the CFU Owner, or necessary for, or convenient to, the existence, maintenance or safety of the CFU or the CFU Owner, as more particularly described in the Declaration and the Floor Plans.

"Community Facility Unit" or "CFU" shall mean the Unit designated as such in the Declaration together with its Common Interest.

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

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

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

"Common Expenses" shall mean all costs and expenses to be incurred generally by the Unit Owners pursuant to the Declaration and/or the By-Laws in connection with: (i) the repair, maintenance,

replacement, restoration and operation of, and any alteration, addition, or improvement to, the Common Elements; (ii) the establishment and/or maintenance of a general operating reserve, or a reserve fund for working capital, for replacements with respect to the Common Elements, or to make up any deficit in the Common Charges for any prior year(s); and (iii) generally, the conduct of the affairs of the Condominium. Common Expenses shall be either General Common Expenses attributable to all Unit Owners, Residential Common Expenses attributable to Residential Unit Owners only or CFU Common Expenses attributed to the CFU Owner only.

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

"Condominium" shall mean the 34 Prince Street Condominium which will be established pursuant to the terms of the Declaration and which is governed pursuant to the terms of the By-Laws.

Condominium Act" shall mean the New York Condominium Act, as amended from time to time (New York Real Property Law, Article 9-B).

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

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

"Declarant" shall mean the Trustees of St. Patrick's Cathedral, and its/their successors and assigns.

"Declaration" shall mean the instrument creating the Condominium, as the same may be amended from time to time.

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

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

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

"Excess Development Rights" shall mean certain rights, as determined by the Zoning Resolution of the City of New York ("Zoning Resolution"), that are available as of the date of the Declaration or may become available thereafter by any means, and are appurtenant to a zoning lot, whereby (a) contiguous tax lots may be merged into a single zoning lot ("Combined Zoning Lot") and the Combined Zoning Lot or a portion thereof may be developed by erecting thereon one or more structures with (i) "floor Area" (as such term is defined in the Zoning Resolution); (ii) any bulk and density development rights permitted under the Zoning Resolution, (iii) any so-called bonus redevelopment rights hereafter appurtenant to the Property; or (b) excess "floor Area" not utilized by the Building as of the date of the Declaration which may be utilized on the zoning lot or transferred to other zoning lots as permitted by the Zoning Resolution.

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

"Facilities" shall mean all personal property and fixtures now or hereafter existing in, on, or under the Land or the Building and either existing for the common use of one or more of the Units or the Unit Owners or necessary or convenient for the existence, maintenance, or safety of the Property. For purposes of illustrating the broad scope of such term and without intention to limit the generality of the foregoing

in any respect, the term "Facilities" shall include all systems, equipment, apparatus, convectors, radiators, heaters, converters, heat exchangers, mechanisms, devices, machinery, induction units, fan coil units, motors, pumps, controls, tanks, tank assemblies, installations, condensers, compressors, fans, dampers, blowers, thermostats, thermometers, coils, vents, sensors, shut off valves, other valves, gongs, panels, receptacles, outlets, relays, alarms, sprinkler heads, electric distribution facilities, wiring, wire-ways, switches, switchboards, circuit breakers, transformers, fittings, Siamese connections, hoses, plumbing fixtures, lighting fixtures, other fixtures, bulbs, signs, antennae, telephones, intercom equipment, playground equipment, meters, meter assemblies, scaffolding, piping, lines, ducts, conduits, cables, risers, mains, shafts, pits, flues, locks, hardware, racks, screens, strainers, traps, drainage systems, sewers and/or storm pipes, drywalls, or detention tanks, drains, catch basins, leaders, filters, incinerators, canopies, closets, cabinets, doors, railings, copings, steps, furniture, mirrors, furnishings, appurtenances, urns, baskets, mail chutes, mail boxes, carpeting, tiles, floor coverings, sheetrock, interior walls, draperies, shades, window coverings, wallpaper, wall coverings, trees, shrubbery, flowers, plants, horticultural tubs and horticultural boxes, sockets, davits and rigs for window cleaning.

"Family Members" shall mean the spouse, domestic partner, children, step-children, grandchildren, siblings, aunts, uncles, nieces, nephews, parents, stepparents, parents-in-law and grandparents of a Residential Unit Owner who reside in such Residential Unit Owner's Residential Unit.

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

"First Annual Meeting" shall mean the first annual meeting of the Unit Owners.

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

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

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

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

"Force Majeure" shall mean unavoidable delays due to acts of God, weather, fire, flood, explosion, war, riot, sabotage, epidemics, quarantine, acts of terrorism, freight embargos, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, governmental restrictions, preemptions or approvals, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the control of Sponsor, however for purposes of this definition, lack of funds or inability to obtain financing shall not be deemed to be a cause beyond control.

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

"General Common Elements" shall mean those certain portions of the Property (other than the Units), as well as those Facilities therein, either existing for the common use of the Units or the Unit Owners or necessary for, or convenient to, the existence, maintenance, or safety of the Property, as more particularly described in the Declaration and the Floor Plans.

"General Common Expenses" shall mean all costs and expenses to be incurred generally by the Unit Owners pursuant to the Declaration and/or By-Laws in connection with (i) the repair, maintenance, replacement, restoration and operation of, and any alteration, addition, or improvement to, the General

Common Elements; or (ii) the establishment and/or maintenance of a general operating reserve fund for working capital, for replacements with respect to the General Common Elements.

"Initial Control Period" shall mean the period ending on the later to occur of: (i) the Closing of Title with Purchasers under the Plan to Residential Units representing at least more than eighty percent (80%)of the common interests of all Residential Units offered for sale, or (ii) five (5) years from the First Unit Closing.

"Institutional Lender" shall mean (i) a savings bank, savings and loan association, bank or trust company, insurance company, real estate investment trust, mortgage trust or a group of lenders which shall include one of the foregoing, or (ii) a federal, state, municipal, teacher's or union employee, welfare, pension or retirement fund or system, or (iii) Sponsor, or (iv) with respect to loans secured by any Non-Residential Unit only, (x) without in any way limiting the scope of the foregoing and for the sake of clarity, any real estate mortgage investment conduit within the meaning of Section 860D of the Internal Revenue Code, (y) any entity not included within any of the foregoing that is regularly engaged in the business of making, owning or servicing mortgage loans, including, without limitation, a so-called "conduit lender," or (z) any group of lenders which shall include one or more of the foregoing.

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

"Insurance Trustee" shall mean a bank or trust company, in either event having both an office in the City of New York and a capital surplus and undivided profits of $500,000,000 or more, from time to time appointed to serve as such by the Condominium Board.

"Land" shall mean the land located in Section 2 of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of The City of New York as Block 494, Lots ____ (formerly part of Lot 21) and more particularly described in Exhibit A to the Declaration.

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

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

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

"Managing Agent" shall mean the management company or manager named in the Plan or any successor managing agent at the time in question.

"Non-Residential Unit" shall mean the Community Facility Unit (or CFU) designated as such in the Declaration together with its Common Interest.

"Non-Residential Unit Owner" shall mean the CFU Owner at the time in question.

"Permanent Certificate of Occupancy" shall mean the permanent certificate of occupancy for the Building issued by the Buildings Department, sometimes are referred to as a "PCO."

"Permitted Encumbrances" shall mean those matters encumbering title to a Unit subject to which a Purchaser agrees to take title, as more particularly described on Schedule A annexed to the form of Purchase Agreement.

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

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

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

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

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

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

"Presentation Date" shall mean the date on which the Plan or an amendment thereto, as the case may be, is personally delivered or the 5th day after mailing to prospective Purchasers and Unit Owners following acceptance of the Plan or an amendment thereto for filing with the Department of Law.

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

"Purchase Agreement" shall mean the agreement to purchase a Residential Unit.

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

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

"Residential Common Elements" shall mean those portions of the Common Elements either existing for the common use of the Residential Units or the Residential Unit Owners or necessary for, or convenient to, the existence, maintenance or safety of the Residential Units, as more particularly described in the Declaration and the Floor Plans, except with respect to the Storage Lockers, which are only available for use by the licensee of the particular Storage Locker or Sponsor until such Storage Locker is licensed.

"Residential Common Expenses" shall mean all costs and expenses to be incurred generally by the Residential Unit Owners pursuant to the Declaration and/or By-Laws in connection with (i) the repair,

maintenance, replacement, restoration and operation of, and any alteration, addition, or improvement to, the Residential Common Elements and/or the Residential Limited Common Elements; or (ii) the establishment and/or maintenance of an operating reserve fund for working capital, for replacements with respect to the Residential Common Elements and/or Residential Limited Common Elements.

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

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

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

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

"Residential Unit Upgrade Funds" shall mean all amounts expended by, or reimbursable to, Sponsor for upgrades or extras ordered by Purchaser and agreed to in writing by Sponsor.

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

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

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

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

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

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

"Shared Common Courtyard" shall mean the courtyard located at the rear of the Building for use by Residential Unit Owners. The shared Common Courtyard is a Residential Common Element and shall include any pavers, decking and drains, hose bibs, electrical outlets, lighting and light fixtures, enclosures and dividers installed as part of the original construction of the Building. "Special Assessment" shall mean the charges allocated and assessed by the Condominium Board to the Unit Owners, pro-rata in accordance with their respective Common Interest (except as otherwise provided in the Declaration or in the By-Laws), in accordance with the By-Laws of the Condominium.

"Sponsor" shall mean 34 Prince Equities LLC, and its successors and assigns, as well as any Person(s) designated by Sponsor, in a writing to the Condominium Board or by amendment to the Plan, to retain Sponsor's rights under the Plan and the Condominium Documents, in the event of a foreclosure, deed in lieu or other transfer wherein Unsold Units owned by 34 Prince Equities LLC, its successors, designees or

assigns become the property of the Sponsor's mortgagee or its assignee, which shall not become a successor Sponsor unless and until it makes a public offering thereunder.

"Storage Locker" shall mean any Storage Locker located in the Storage Locker Area and shall include the structural framework and materials out of which the Storage Locker is constructed. Each Storage Locker is a Residential Common Element. Any reference in the Plan to "owning a Storage Locker" means that the Residential Unit Owner has the exclusive use of the Storage Locker.

"Storage Locker Area" shall mean an area located in the Cellar of the Building containing the Storage Lockers. The Storage Locker Area is a Residential Common Element.

"Temporary Certificate of Occupancy" shall mean a temporary certificate of occupancy for the Building issued by the Buildings Department, sometimes referred to as a "TCO."

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

"Title Company" shall mean Royal Abstract of New York, LLC, having an office at 500 Fifth Avenue, Suite 1540, New York, NY 10110, and having a telephone number of (212) 376-0900, or any successor Title Company at the time in question.

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

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

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

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

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

DESCRIPTION OF PROPERTY AND IMPROVEMENTS

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

Location

The Property is located at 235 Mott Street and 32-34 Prince Street in the Borough of Manhattan, City and State of New York.

Improvements - General Description of Units

The Condominium will consist of seven (7) Residential Units, and one (1) Community Facility Unit ("CFU") located within a 6-story structure and basement. Building is used throughout the Plan as meaning the building structures containing the Residential Units and the CFU.

There will also be various amenities for the benefit of the Residential Unit Owners, including concierge, fitness room/center, bike storage room, outdoor terrace/yard, and various utility and service areas located throughout the Building. (See the subsection entitled "Services and Facilities" for details.)

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

Residential Units

There will be seven (7) Residential Units located in or on the basement through sixth floor of 34 Prince Street, the square footages of which are set forth on Schedule A.

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

Non-Residential Unit(s)

The Condominium will contain one (1) Non-Residential Unit consisting of the CFU, located in or on the basement through the second floor of 32 Prince Street, the square footages of which are set forth on Schedule A.

Storage Lockers

Storage Lockers will be located in the Storage Locker Area of the Building. The approximate square footages and Purchase Prices of the Storage Lockers are set forth on Schedule A. A Storage Locker may be used only for the storage of personal effects of a Residential Unit Owner, and in no event shall any food or other perishable item, or any flammable or explosive item or any item which would impose a health or safety threat or cause noxious odors, dirt or other sanitary problems or create a nuisance, be stored therein.

Construction Data for Units and Common Elements

Sponsor has engaged Marvel Architects, LLP (Nebil Gokcebay, R.A.), as architect of record; Robert Silman Associates, as structural engineers; and Cosentini Associates, as mechanical engineer. The Plans and Specifications have been prepared by such architects and engineers. (See the Section of the Plan entitled "Identity of Parties" for further detail.)

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

Based upon the current construction schedule, Sponsor presently contemplates that, unless delayed by Force Majeure, construction of the Building will be sufficiently completed to permit closings of Residential Units to begin on or about January 1, 2017. Purchasers will not be excused from paying their full Purchase Prices (without credit or set-off), and will have no claim against Sponsor for damages or losses, in the event that the First Closing occurs earlier or later than the projected date or the time to complete or to close title to any Residential Unit is delayed or postponed by Sponsor. Sponsor has the right to change the projected First Year of Condominium Operation from time to time by an amendment to the Plan. If the First Closing does not occur within 12 months after the date set forth in Schedule B as the commencement date for the First Year of Condominium Operation in effect on the date a Purchaser and Sponsor entered into an Purchase Agreement, Sponsor will offer those affected Purchasers only a right to rescind their Purchase Agreement for 15 days from the Presentation Date of the amendment disclosing Sponsor's failure to close within such time frame. Any Purchasers electing rescission will have their Deposits returned together with any interest earned thereon, except for any Unit Upgrade Funds. In the event the actual or anticipated commencement date of the First Year of Condominium Operation is to be delayed by 6 months or more, Sponsor will amend the Plan to include a revised budget with updated projections. If the Common Charges in the amended budget exceed those in the latest budget set forth in the Plan by 25% or more, Sponsor will, in the amendment disclosing such updated budget, offer all Purchasers the right, for 15 days, to rescind their Purchase Agreements and receive a refund of their Deposits, except for Residential Unit Upgrades, together with any interest earned thereon (provided, however, that after the Plan has been declared effective and the amendment disclosing the same has been accepted by the Department of Law, a Purchaser who is in default under the Purchase Agreement beyond the expiration of any applicable grace period will not have the right to rescind).

Services and Facilities

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

Concierge

There will be a concierge assigned to be stationed in the residential lobby 24 hours a day, 7 days a week. The hours of access may be modified by the Condominium Board, in its sole discretion. The hours and duties of the doorman/concierge may be reduced until certain occupancy levels in the Condominium are achieved. However, at all times after the First Closing of a Residential Unit, subject to temporary conflicts or unavoidable absences, the residential lobby will be attended 24 hours a day, 7 days a week, by a concierge.

Building Staff

The Building Staff will be comprised of a non-resident Superintendent and a part-time Porter. Purchasers should refer to the Footnotes to Schedule B for a complete description of the Building Staff.

Residential and CFU Elevator Service

Except during times of service or repair, the one (1) automatic passenger elevator servicing the Residential Units will be in service 24 hours a day, 7 days a week. Purchasers should refer to the Description of the Property and Building Condition set forth in Part II for details concerning the passenger elevators. The elevator servicing the CFU shall not be accessible by the Residential Unit Owners, but shall be a Limited CFU Common Element; the times of usage of such elevator shall be determined by the CFU Owner.

Sponsor reserves the right to restrict access to any full floor Residential Unit, solely to the individual owner/occupant of such Residential Unit, by way of elevator lock off, or other means permissible by Law.

Telecommunications

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

Mail

All incoming mail will be delivered to the Building and will be placed by the United States Postal Service in mail boxes located in the residential lobby. With respect to the CFU, mail will be placed by the United States Postal Service in mail boxes located therein.

Laundry Facilities

Each Residential Unit will contain a washing machine and dryer. No common laundry facilities will be located in the Building or available for use by Residential Unit Owners.

Refuse Disposal

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

Communication Facilities and Intercom System

Each Residential Unit will be equipped with an intercom telephone system which will enable the occupants to communicate directly with the concierge and/or doorman over a standard touch tone. The system will not have any video capabilities. Sponsor reserves the right to substitute an alternate service to enable communication between the concierge and the residents.

Smoke and Carbon Monoxide Detector/Sprinklers

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

No Service Entrance

There will be no service entrance located in the Building; all service-related deliveries shall be made through the residential lobby. Determinations as to materials and vendors allowed to utilize the residential entrance, as well as hours of access, may be regulated by the Condominium Board in its sole discretion.

Fitness Center:

The fitness center will be located in the cellar of the Building. At least one of each of the following equipment will be provided: treadmills, upright and recumbent bikes, upper/lower body arc trainers, free weights, adjustable benches, weight machines, and stretching bar. Sponsor reserves the right to substitute equipment.

Residential Lobby

The residential lobby will contain furniture and furnishings for the use and enjoyment of the Residential Unit Owners or residents, their guests and/or invitees.

Sales Center Furniture, Furnishings and Equipment

Sponsor reserves the right to utilize the furniture, furnishings, appliances and equipment through-out various parts of the Building which were used in the Sales Center. All such furniture, furnishings and equipment, however, will be re-conditioned, if needed as determined by Sponsor in its sole discretion. Items displayed in the Sales Center and through-out various parts of the Building may vary in terms of color, texture and pattern from actual items used in the Units.

Marketing Material

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

Shared Common Courtyard

The Residential Unit Owners will have shared access to the Interior Garden Courtyard at the rear of the Building. It will include concrete and stone pavers, built-in planters with landscaping installed by Sponsor. Hours of access and use thereof will be regulated by the Condominium Board in its sole discretion, as well as the availability of all equipment and furnishings. Such regulations may include, without limitation: (i) restrictions concerning the number of people permitted at any one time; (ii) noise constraints; (iii) prohibitions from utilizing glassware; (iv) restrictions concerning access during inclement weather; and (v) requiring a chaperone for children under the age of 18.

Bicycle Room

A bicycle room for use of the Residential Unit owners of approximately sixty (60) square feet will be located in the cellar of the Building. No representation is made that each Residential Unit Owner will have the ability to utilize a bicycle space and Sponsor reserves the right to assign bicycle spaces as it determines in its sole discretion. The Condominium Board reserves the right to charge fees for bicycle storage.

Interior Courtyard Garden for Residential Unit Owners

The Condominium will contain the Interior Courtyard Garden at the rear of the Building for the enjoyment and use by Residential Unit Owners. The Condominium shall maintain the same and keep it open at such times as the Board of Managers determines in its sole discretion.

General

Use of the services and facilities located in or provided to the Building shall be available only to individuals who reside in a Residential Unit in the Building (i.e., a Residential Unit Owner or permitted tenant) and such individual's guests, provided that such Residential Unit Owner or tenant accompanies the guest during such use. In addition, use of such services and facilities are subject to such Rules and Regulations as may be promulgated from time to time by the Condominium Board, including, without limitation, the right to impose fees and restrictions on hours of access and use and including the requirement that Unit Owners, permitted tenants and such individual's guests execute waivers of liability.

Sponsor shall have the right to relocate any or all of the services and facilities at the Building as Sponsor deems necessary in its sole discretion. Purchaser shall not be entitled to a credit, offset or reduction in the Purchase Price for the Unit or otherwise be relieved from any obligations under the Purchase Agreement as a result of such relocation.

While it is anticipated that these services and facilities will be available at the time of the First Closing, prospective Purchasers are advised that some of these services and facilities (such as a full staff of Building personnel and usage of the amenity Areas) may not be available until approximately 12 months after the First Closing. Purchasers will not be entitled to any credit or abatement against the Purchase Price or Common Charges if any of the services and/or amenities or facilities are not available for use on or after Purchaser's Closing. Notwithstanding the foregoing, the Condominium Board shall have the right, but not the obligation, in its sole and absolute discretion, to adjust the First Year's Budget to reduce the Common Charges for the period in which such services and/or facilities are not available.

Purchasers should also be aware that the hours and dates for move-ins, move-outs and/or alterations, as well as the use of the passenger and/or service elevators will be restricted during the period that Sponsor is completing new construction of the Building. However, at all times after the First Closing, the residential lobby will be attended 24 hours a day, 7 days a week and an interim level of staffing will be maintained.

Additionally, as more fully set forth in the Section of the Plan entitled "Rights and Obligations of Sponsor," it is anticipated that for a significant period of time following the First Closing through, including and beyond the Closing of Title to any Residential Unit, work should be expected to be undertaken and performed by or on behalf of Sponsor to complete construction of the Building and to fulfill Sponsor's obligations with respect to the Permanent Certificate of Occupancy, including without limitation, the Residential Units, the amenities and facilities, Storage Lockers, the decoration or finishing of the residential lobby, corridors, elevator finishes and other portions of the Building, including installing light fixtures, painting, hanging wall coverings or laying carpeting. Additionally, the presence of scaffolding, sidewalk bridges or similar construction facilities may also be installed at the Building which could negatively affect the views of a Unit while such conditions exist. All of the foregoing work and conditions may create a noisy or otherwise disruptive condition in the Building. The Condominium Board 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 a Permanent Certificate of Occupancy has been obtained. 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. In addition, the presence of scaffolding, sidewalk bridges, hoists or construction elevator shafts or similar temporary construction facilities, may delay the Closing of Title to certain Residential Units or lines of Residential Units until such scaffolding, sidewalk bridges, hoists, elevators or temporary facilities are no longer needed and are removed and construction is completed.

LOCATION AND AREA INFORMATION

Location

The Property is located at 235 Mott Street and 32-34 Prince Street in the Borough of Manhattan in the City and State of New York. The Property is bounded by Mott and Prince Streets.

Surrounding Area, Shopping, Museums, and Parks

The Property is located just south of Houston Street, in close proximity to the old St. Patrick's Cathedral Campus and adjacent to the "SoHo" neighborhood of downtown Manhattan. The neighborhood is now often referred to as part of "NoLIta" (North of Little Italy). It provides cuisine, culture, and entertainment for residents, as well as several children's playgrounds, dog runs, and seasonal events.

Near the Property are restaurants such as the Parm, Torrisi, Rubirosa, Lombardi's Pizza, Delicatessen and those on historic Mott Street, movie theaters like Angelica's, art galleries like Gallery Nine 5, Charles Bank Gallery, Arcadia Fine Arts, Opera Gallery New York , and Manhattan cultural institutions such as the NY Earth Room. The Manhattan Financial District and SoHo, NoHo, Little Italy is/are not far away. Nearby the Property, there are hotels such as The Bowery, The Crosby, and banks such as Wells Fargo, Citi, Bank of America and J.P. Morgan Chase Bank, retail establishments such as Ana Ponorovskya, Frock, supermarkets like Whole Foods, drugstores like Duane Reade, and dry cleaners such as Prince St. Cleaners and the Mott St. Dry Cleaners.

Transportation

Prince Street, a few blocks away, has access to the N/R line of the MTA subway. A short walk from this Prince Street subway station (N/R line) is the Broadway / Lafayette Station, which has access to the B, D, F and M subway lines. The Spring Street Station, which has access to the 6 subway line, is also within walking distance. The B, D, F, M, N, R and 6 subway lines are easily accessible subway stops in close proximity to the Building, providing both uptown and downtown service.

Transportation to and from the Property and throughout New York City is available by taxi and limousine services. The public bus M1 runs regularly heading uptown.

New York City is served by three major airports – LaGuardia, Kennedy International, and Newark International. Teterboro Airport is nearby in New Jersey and services the needs of private air craft. Located to the southeast is a commercial Heliport for convenient private helicopter service. Passenger railroad service is provided from Pennsylvania Station (Long Island Rail Road) located at Seventh Avenue and 33rdStreet, and from Grand Central Station (Metro-North), located at Lexington Avenue and 42nd Street and bus service is available from Port Authority Bus Terminal. Public Transportation is readily available.

Medical, Educational and Religious Facilities

A number of medical centers are located within close proximity to the Building, such as the Mercer St. Medical Center and New York University Hospital.

Schools in proximity to the building include PS 130 Hernando Desoto School, the High School for Leadership and Public Service, High School of Economics and Finance, Baruch College Campus High School, Manhattan Village Academy and Stuyvesant High School. Nearby colleges include the City University, Baruch College, New York University, and the borough of Manhattan Community College.

There are houses of worship of most major denominations in the vicinity of 34 Prince Street including Old St. Patrick's Cathedral.

Municipal Services

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

The local police station is 5th Precinct located at One Police Plaza, New York, New York 10038.

The local fire station is Engine 20 Ladder 13 located at 253 Lafayette Street, New York, New York 10012.

Mailing Address

The mailing address for the Building is 34 Prince Street, New York, New York 10012. Sometimes, the CFU may be designated with the mailing address of 32 Prince Street, New York, New York 10012.

Zoning

The Property is located within a C6-2 "Special Little Italy District" (R8 equivalent) zoning district in which residential, commercial and community facility uses are permitted. 38 Prince Street (zoning lot 22) is part of the same zoning lot with the Property, but will not be part of the Condominium. 233 Mott Street (lot 23) is part of the same zoning lot with the Property.

Landmark Designation

The Building was designated a New York City landmark in 1966 by the Landmark Preservation Commission. It 1977, it was added to the National Register of Historic Places. As a result of the Building's landmark status, all changes, modifications and additions to its exterior façade, including but not limited to its roof, must receive approval from the Landmark Preservation Commission, which is not assured.

General

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

SCHEDULE A – PURCHASE PRICES OF UNITS AND RELATED INFORMATION

SCHEDULE A
34 Prince Street Condominium
34 Prince Street
New York, NY
PURCHASE PRICES AND RELATED INFORMATION

PROJECTED COMMON CHARGES AND REAL ESTATE TAXES ARE FOR THE FIRST YEAR OF CONDOMINIUM OPERATION JANUARY 1, 2017-DECEMBER 31, 2017

(1) UNIT	NO. BEDROOMS / NO. BATHROOMS	(2) APPROX UNIT SQ. FT.	(2) APPROX EXT. SQ. FT.	STORAGE LOCKER & SIZE	(3) PURCHASE PRICE	(4) RESIDENTIAL COMMON INTEREST	(4) COMMON INTEREST	(5) PROJECTED MONTHLY COMMON CHARGES	(5) PROJECTED ANNUAL COMMON CHARGES	(6) PROJECTED MONTHLY RE TAXES	(6) PROJECTED ANNUAL RE TAXES	(7) PROJECTED TOTAL MONTHLY CARRYING CHARGES
*2A	5.0/4.5	3669	74	st4-48 SF	$ 10,250,000	14.9947%	11.9154%	$6,348.62	$76,183.38	$4,808.48	$57,701.75	$11,157.09
**1B DH	5.0/4.0	4778	338	st2-65 SF	$ 11,625,000	19.8314%	15.7589%	$8,396.43	$100,757.16	$6,359.51	$76,314.08	$14,755.94
2B	4.0/3.5	2619		st6-47 SF	$ 8,000,000	10.7341%	8.5298%	$4,544.74	$54,536.86	$3,442.21	$41,306.55	$7,986.95
**3A	3.0/3.0	2743		st7-65 SF	$ 7,740,000	11.2976%	8.9776%	$4,783.29	$57,399.52	$3,622.90	$43,474.75	$8,406.19
3B	4.0/3.5	2616		st1-47 SF	$ 8,080,000	10.7956%	8.5786%	$4,570.75	$54,848.97	$3,461.91	$41,542.94	$8,032.66
**3C DH	5.0/4.5	3757		st5-65 SF	$ 11,900,000	15.7008%	12.4766%	$6,647.59	$79,771.07	$5,034.92	$60,419.09	$11,682.51
**PH	4.0/4.5	3673	1210	st3-65 SF	$ 13,100,000	16.6459%	13.2276%	$7,047.75	$84,573.04	$5,338.01	$64,056.13	$12,385.76
RESIDENTIAL TOTAL		**23,855**	**1,622**		**$ 70,695,000**	**100.0000%**	**79.4646%**	**$42,339.17**	**$508,070.00**	**$32,067.94**	**$384,815.29**	**$74,407.11**
COMMUNITY FACILITY		6,267					20.5354%	$3,078.42	$36,941.00	$8,432.06	$101,184.71	$11,510.48
NON-RESIDENTIAL TOTAL		**6,267**					**20.5354%**	**$3,078.42**	**$36,941.00**	**$8,432.06**	**$101,184.71**	**$11,510.48**
GRAND TOTAL		**30,122**					**100.0000%**	**$45,417.58**	**$545,011.00**	**$40,500.00**	**$486,000.00**	**$85,917.58**

*Triplex **Duplex DH-Double Height

The Terrace appurtenant to Unit 2A (which could be described as a landscaped front courtyard) is below grade. Consequently, it may be of limited utility to the purchaser of such Unit.

Residential cc	$	508,070.00
Commercial cc	$	36,941.00
residential taxes	$	384,815.29
commercial taxes	$	101,184.71

Notes to Schedule A

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

2. The square footage of the Units listed in Schedule A or in the Declaration are approximate (within reasonable tolerances) and may change due to field conditions, construction variances and tolerances and were obtained by using the method customarily used in New York City to measure condominium units. There is a rebuttable presumption that an increase or decrease in the square footage of a Unit by 5% or less (excluding interior partitions) is not a material and/or adverse change. Therefore, in the event of any such non-material and/or non-adverse change, a Purchaser will not be excused from purchasing the Unit, will not have any claim against Sponsor as a result of any such change, and such change will not affect a Purchaser's obligations under the Purchase Agreement or the Plan including but not limited to a reduction in the purchase price. In the absence of such proof to the contrary, Sponsor's sole obligation if the net square footage of the Unit is so decreased shall be to refund the Deposit made under the Purchase Agreement and any interest earned thereon, except for any Unit Upgrade Funds. Each Unit is measured horizontally from the exterior side of the exterior walls (columns, mechanical pipes, shafts, shaft-ways, chases, chase-ways and conduits are not deducted from measurement of each Unit) to the centerline of the partitions separating one Unit from another Unit, or separating one Unit from corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements not within a Unit or to the exterior side of the opposite exterior walls. Each Unit is measured vertically from the top of the floor (located under the finished flooring and sub-flooring materials) to the underside of the ceiling. As is customary in New York, these square footages exceed the usable floor Area of each Unit. The method of measurement is applicable to all Units. Any Common Elements located within or appurtenant to any Unit shall not be considered as part of that Unit. Terraces/gardens and Storage Lockers shown on Schedule A are Residential Limited Common Elements. The yards/gardens which are Residential Limited Common Elements appurtenant to Units 1B and 2A are below grade. The yard/garden appurtenant to Unit 2A may be of limited utility to the Owner of such Unit.

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

4. The Common Interests of each Unit in the Common Elements has been determined pursuant to the method set forth in Real Property Law Section 339-i(l) based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium,

the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit in accordance with subsection (iv) thereof.

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

The percentage interest of the CFU in the CFU Common Elements is one hundred percent (100%).

5. The estimated monthly Common Charges for each Unit are based on Schedule B - First Year's Budget prepared by Sponsor's Condominium Budget Expert on the assumption that the First Year of Condominium Operation will be the year from January 1, 2017 – December 31, 2017. The actual First Year of Condominium Operation may be earlier or later than such year. In addition to these estimated payments, each Unit Owner will be responsible for real estate taxes on the Unit, mortgage payments under a loan, if any, obtained to finance the purchase of the Unit, the cost of electricity supplied to the Unit which will be separately metered and payable either directly to the utility company or to the Condominium Board for payment to the utility company, the cost of any insurance which the Unit Owner obtains for the Unit and the cost of interior repairs and decorations to the Unit See the Section of the Plan entitled "Schedule B-1 - Budget for Individual Energy Costs" concerning estimates of certain electric costs for the Residential Units.

It is presently anticipated that an application will be made to the New York State Public Service Commission in order to permit the Condominium Board to purchase electricity from Con Edison at a "bulk rate" (which may result in a savings to Unit Owners). In the event that such application is made, and subsequently granted, the Condominium Board will assess the cost of electricity provided to the Unit Owners. Each Unit will be billed by the Condominium Board for actual consumption on the basis of its sub-meter and the Condominium Board will, in turn, pay Con Edison. Alternatively, the cost of electricity supplied to each Unit will be separately metered and payable by the Unit Owner directly to Con Edison.

As discussed in the Section of the Plan entitled "Description of Property and Improvements" subsection "Services and Facilities," the full range of services and facilities described in the Plan may not be available until approximately 12 months after the First Closing.

6. It is estimated that the aggregate real estate taxes payable with respect to all Residential Units for the First Year of Condominium Operation will total approximately $486,000, assuming (a) an estimated taxable assessed valuation for the Residential Units to be $3,000,000 for the last half of the 2016/2017 tax year and $4,200,000 for the first half of the 2017/2018 tax year, based on the real estate tax projection opinion prepared by Real Estate Tax Counsel dated June 10, 2014 set forth in Part II of the Plan, and (b) a tax rate of 13.5% per $100 of assessed valuation for the First Year of Condominium Operation (i.e., last half of the 2016/2017 tax year and first half of the 2017/2018 tax year). Purchasers should note that once the Building is fully renovated or rehabilitated, it is estimated that the real estate taxes for the Residential Units will total approximately $567,000, assuming no change in the above-listed tax rates or assessments.

In arriving at the assessed valuation for each Unit in the Condominium, the Building is first assessed as an entity. This overall assessment is then apportioned among the Units, each of which will be assigned a tax lot designation once the Declaration has been recorded and the Floor Plans are filed with the Register's office. For purposes of Schedule A, the projected real estate taxes for the Units were based on Common Interest percentages. It is possible that the apportionment will be based in part upon the

proportion the projected selling price presented in the Plan for each Unit bears to the gross sellout price for all Units available for purchase in the Condominium and in part upon extrinsic indicia of value, including location, square footage, amenities, income producing potential and existing leases on particular Units. There is no assurance that the City of New York tax assessor will allocate taxes among Units based upon Common Interest percentages. Although the estimate of New York City real estate taxes is a good faith estimate, it is not possible to estimate same with any degree of certainty. Assessed valuations, apportionment or taxes among the Units and tax rates, when actually established by the City of New York, may be lesser or greater. Accordingly, these estimates are to be considered opinions and are not intended, and should not be construed as, warranties as to future assessed valuations, tax rates or the actual real estate taxes to be assessed. In no event will Sponsor, its principals, Selling Agent, Real Estate Tax Counsel, or any offeror be liable to any Purchaser, nor will any Purchaser have the right to rescind the Purchase Agreement if the assessed valuations, tax rates or taxes, when actually established, are lesser or greater than that projected herein or if the Administrative Code and the applicable rules and regulations of the City of New York are changed in the future.

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

In the opinion of Lewis C. Taishoff, Esq., a copy of which is set forth in Part II of the Plan, a Residential Unit Owner who uses the Residential Unit as a personal residence will, under present Law, for Federal, New York State and New York City income tax purposes, be entitled to a deduction for mortgage interest and real estate taxes in the year paid in the case of cash basis taxpayers or accrued in the case of other taxpayers, subject to certain exceptions and limitations which are more particularly discussed in the Attorney's Income Tax Opinion. Purchasers should note that deductions, if applicable, may vary in future years due to changes in the interest rate or the Residential Unit Owner's mortgage or from changes in the allocation of the constant debt service payments to interest and principal, or due to changes in real property taxes resulting from the expiration of real estate tax benefits, or from changes in the assessed value, the tax rate or the method of assessing real property. Sponsor makes no guaranty or warranty concerning the availability of any tax deductions. (See the Section of the Plan entitled "Income Tax Deductions to Residential Unit Owners and Tax Status of the Condominium" for more details.)

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

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

SCHEDULE B – BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION

SCHEDULE "B"
34 Prince Street Condominium
Projected Budget for the First Full Year of Condominium Operation
January 1, 2017-December 31, 2017

PROJECTED INCOME:

Common Charges (1)	
Residential Unit Common Charges	$516,495
Community Facility Common Charges	$ 39,118
Townhouse Income (2).....	$ 48,000
TOTAL PROJECTED INCOME.....	$603,613

PROJECTED EXPENSES:

Salary, Wages, Payroll Taxes & Benefits (3).....	$326,787
Hot Water and Heat (4).....	$ 12,846
Cooking, Dryer & Fireplace Gas (5).....	$ 2,860
Electricity (6).....	$ 19,285
Water & Sewer (7).....	$ 21,350
Repairs & Maintenance (8).....	$ 15,000
Services & Supplies (9).....	$ 57,000
Insurance (10).....	$ 37,520
Management Fee (11).....	$ 25,000
Legal & Auditing Fees (12).....	$ 7,000
Administration (13).....	$ 15,000
Reserve Fund (14)	$ 53,965
Contingency (15).....	$ 10,000
TOTAL PROJECTED EXPENSES (16).....	$603,613

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

Notes to Schedule B

(1) COMMON CHARGES - (Budget - $555,613)

The estimated Common Charges to be collected from Unit Owners during the First Year of Condominium operation are based upon the assumption that the first year of Condominium operation will be the twelve months commencing January 1, 2017. The actual first year of operation may be earlier or later.

Certain expense items were allocated based on each Unit's Common Interest Percentage 79.4646%, Residential Unit, 20.5354% Community Facility Unit and other costs have been allocated based upon metered usage of utilities and other services.

	Total	Residential Unit	Community Facility Unit
Projected Income			
Common Charges (1)			
Residential Unit Common Charges	$ 516,495	$ 516,495	
Community Facility Common Charges	$ 39,118		$ 39,118
Townhouse Income (2)	$ 48,000	$ 48,000	
Total Projected Income	$ 603,613	$ 564,495	$ 39,118
Projected Expenses			
Salary, Wages, Payroll Taxes & Benefits (3)	$ 326,787	$ 324,717	$ 2,070
Heat & Hot Water (4)	$ 12,846	$ 12,846	
Cooking, Dryer & Fireplace Gas (5)	$ 2,860	$ 2,860	
Electricity (6)	$ 19,285	$ 18,889	$ 396
Water & Sewer (7)	$ 21,350	$ 21,350	
Repairs & Maintenance (8)	$ 15,000	$ 11,920	$ 3,080
Service & Supplies (9)	$ 57,000	$ 53,920	$ 3,080
Insurance (10)	$ 37,520	$ 29,815	$ 7,705
Management Fee (11)	$ 25,000	$ 19,866	$ 5,134
Legal & Audit Fees (12)	$ 7,000	$ 5,563	$ 1,437
Administration (13)	$ 15,000	$ 11,920	$ 3,080
Reserve Fund (14)	$ 53,965	$ 42,883	$ 11,082
Contingency (15)	$ 10,000	$ 7,946	$ 2,054
Total First Year Budget (16)	$ 603,613	$ 564,495	$ 39,118

In the event the projected commencement date of the first year of Condominium operation is to be delayed more than six (6) months from the anticipated date of the First Closing, the plan will be amended to include a revised budget disclosing the current budget projection.

If the Common Charges in the revised projections exceed the earlier budget projections by twenty-five percent (25%) or more, the Sponsor will offer all purchasers the right to rescind their Purchase Agreements and have their Deposits refunded to them, whether or not the Sponsor offers to guarantee the earlier budget projections.

(2) TOWNHOUSE INCOME – (Budget-$48,000)

Sponsor, as owner of the Townhouse Property (38 Prince Street) and of 233 Mott Street, will enter into an agreement whereby the Condominium Board will provide certain services such as concierge services, package receipt and notification, sidewalk cleaning, snow removal and garbage collection, to the Sponsor or its successors-in-interest, as owners of the Townhouse Property and/or the 233 Mott Street townhouse, at their option; and such owners will pay for such service. The cost of these services to be provided by the Condominium to the townhouses is $4,000 per month or $48,000 for the First Year of Condominium Operations. After the initial two (2) year period for such agreement, it may be terminated by either party upon sixty (60) days' prior written notice. In any event, the Sponsor will pay, in advance, at the First Unit Closing, the charges attributable to it covering a period of two (2) years. There is no guaranty that any subsequent owners of the Townhouse Property and/or the 233 Mott Street townhouse shall make payments to the Condominium, whether or not they assume such obligations under the agreement. Consequently, the Condominium may not rely upon such income, after the Sponsor's pre-payment is made. The form of such agreement is set forth in Part II of the Plan.

(3) SALARIES, WAGES, PAYROLL TAXES & BENEFITS - (Budget - $326,787)

The budgeted amount is based on a proposal from Allied Barton Security Services to provide the lobby staff for the Condominium and Elite Service Group to provide janitorial services. Allied Barton will be responsible for base wages, insurance, payroll taxes and holiday differential for a projected lobby staff 24 hour per day, 7 days per week, Elite Service Group will pay wages, insurance, payroll taxes for 1 part time porter dedicated to work 8 hours per day, Saturday and Sunday. In addition, the Condominium will employ a full time non resident Superintendent. The full staff may not be employed until certain Building occupancy levels are achieved. The projected level of staffing for the Building complies with all applicable housing and labor laws.

Position	Base Wage Rate
Non Resident Superintendent	$75,000 per annum

The projection allows for 14 sick days, holidays and vacation pay and miscellaneous payroll expenses.

Total Base Wages	$77,885
FICA @ 7.65% of Base Wages	$ 5,958
Worker's Compensation @ 5.5% of total wages	$ 4,284
FUI and FUTA-NYS Unemployment, @ $600 per employee	$ 600
NYS Disability @ $60 per employee	$ 60
Health @ $12,000 per employee	$12,000
Total Benefit	$22,902
TOTAL WAGES, TAXES & BENEFITS	**$100,787**

Based on the proposal from Allied Barton Security Services, the cost of the 24 hour per day, seven day per week lobby attendant at a bill rate of $21.48 per hour and overtime/holiday rate of $32.22 per hour plus sales tax is anticipated to be approximately $210,000. Based on the proposal from Elite Service

Group to provide 16 hour per week janitorial service, 8 hour per day Saturday and Sunday with a bill rate of $1,168 per month plus sale tax is anticipated to be approximately $16,000. The total projected third party cost for the lobby attendance and part time janitorial services is expected to be approximately $226,000 for the first year of Condominium operation.

The Non Resident Superintendent will be devoting a substantial portion of his/her time to Service the Residential Unit Owners and the Residential Common Elements, except that a portion of the Superintendent's time (estimated at 10 percent (10%) or four hours per week) will be devoted to the General Common Element. Accordingly, the salary and related expenses for the Superintendent have been primarily allocated to the Residential Unit, except for the time charged to the General Common Elements ($10,079) that has been apportioned to all Units within the Condominium based upon each Unit's Common Interest Percentage.

(4) HEAT & HOT WATER - (Budget - $12,846)

The budgeted amount is based upon a letter from Cosentini, Consulting Engineers, 2 Pennsylvania Plaza, New York, NY 10121, sponsor's consulting engineers, dated July 21, 2014. It is anticipated that the annual consumption of gas for heat and hot water for the Residential Units will be approximately 8983 therms at $1.30 per therm for a total cost of $11,678. A 10% inflation factor has been added.

The Community Facility Unit will be separately metered or sub-metered for heat and hot water.

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

(5) COOKING, DRYERS & FIREPLACE GAS (Budget - $2,860)

The Residential Units will not be separately metered for gas to be used for cooking, clothes dryers, and fireplaces. Based on a letter dated July 21, 2014 from Cosentini, Consulting Engineers, 2 Pennsylvania Plaza, New York, NY 10121, it is estimated that the gas cost for Residential Unit cooking, dryers and gas fireplaces, based on 2000 therms at $1.30 per therm will be $2,600. A 10% inflation factor has been added. If the Community Facility utilizes any cooking gas, it will be separately metered or sub-metered.

(6) ELECTRICITY - (Budget - $19,285)

The electricity consumption for the first year of Condominium operation for the Residential common area electri city was estimated by Cosentini, Consulting Engineers, 2 Pennsylvania Plaza, New York, NY 10121 in a letter dated July 21, 2014 at 87,660 kilowatt hours of electricity, at a rate of $.20 p er kilowatt hour of electricity including applicable sales tax, resulting in an annual cost of $17,532.

The rate is based on common area loads being supplied though a single house meter at Con Edison rate SC9-1 and the rates are based on the current effective rates. Both the fuel adjustment and surcharge vary from month to month so an average was used by this cost estimate.

This estimate includes costs for the common area air conditioning units, distribution pumps, miscellaneous floor loads, elevators and lighting. Electricity costs can vary depending upon consumption and demand factors. A 10% inflation factor has been included.

These costs are only the estimated electricity costs for the Common Elements within the building and have been allocated 90 percent to the Residential Common Elements and charged to the Residential Units with the remaining 10% allocated to the General Common Elements within the Condominium and allocated to all units based upon each Unit's Common Interest Percentage.

Each Residential Unit will be individually metered or sub-metered for consumption of electricity within their own Unit.

(7) WATER & SEWER – (Budget - $21,350)

The building will have a single main water meter, which will measure actual water usage. Based upon a letter from Cosentini, Consulting Engineers, 2 Pennsylvania Plaza, New York, NY 10121, dated July 21, 2014, water and sewer charges are based upon a combined charge of $9.58 per 100 Cu. Ft. and an estimated usage of 2026 C.C.F.

The total cost of water and sewer for the first year of Condominium operation for the Residential Units is expected to be $19,409. A 10% inflation factor has been added.

The Community Facility will be separately sub-metered or metered for water and sewer and will pay the cost of water and sewer directly to the Condominium or taxing authority.

(8) REPAIRS & MAINTENANCE – (Budget - $15,000)

Since the Building will be newly constructed it has no operating history upon which to project future costs of repairs and maintenance. No major capital repairs are included in the First Year's Budget since all major construction and mechanical systems will be new. Future major capital repairs to the general Common Elements will be borne by all Unit Owners.

The budgeted figure for this item includes the cost of normal maintenance and repairs to the Common Elements of the Building that are the responsibility of the Condominium. This expense will be allocated to all Units based upon each Unit's Common Interest.

Each Unit Owner will be responsible for the cost of the interior maintenance, repairs, decoration and painting of their respective unit's, including the appliances, incremental heating/air-conditioning units and any Residential Limited Common Elements appurtenant thereto.

(9) SERVICE & SUPPLIES - (Budget - $57,000)

The budgeted amount includes the cost of cleaning equipment and miscellaneous supplies for the Common Elements as well as the anticipated cost of service contracts during the first year of Condominium operation.

All of the mechanical systems will be new, and some will be under a full service maintenance contract for the first year of Condominium operation from the contractor who will install the system. No maintenance or service contracts have been entered into as of the date of the Plan. The budgeted amounts are based upon the experience of the Sponsor's budget expert in operating similar buildings. While this Schedule B includes a reasonable allowance for possible increases in cost that may occur prior to and during the first year of Condominium operations, no warranty is made that the actual cost for these or other services will be in accordance with this projection.

It is projected that the Condominium will enter into maintenance agreements for the following services:

Heating and Cooling System	$10,000
Elevator Maintenance	$10,000
Sprinkler System/ Fire Protective Alarm System	$ 8,000
Exterminator	$ 4,000
Water Treatment	$ 5,000
Miscellaneous Supplies	$20,000

The cost for service relating to the sprinkler system/fire protection alarm system, exterminator, and $2,000 of $20,000 of the miscellaneous supplies ($15,000 total) will be allocated to all Units based upon each Unit's Common Interest Percentage.

(10) INSURANCE – (Budget - $33,520)

Based upon the proposal dated August 11, 2014, from BWD Group LLC, having an office address at 45 Executive Drive, Plainview, New York 11803, the following insurance coverage will be obtained for the Building for the first year of Condominium operation:

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

Property Policy

$19,600,000	Building - All Risk, "Special" Form, Agreed Amount, No Co-insurance, Replacement Cost, $5,000 Deductible
	Business Income-Maintenance Fees-12 months ALS
$1,000,000	Backup of sewer and Drains & Underground Water-$25,000 deductible
Included	Boiler & Machinery
$1,000,000	Flood Sub Limit-Limit-$25,000 Deductible
$1,000,000	Earthquake Sub-Limit-5% Deductible

$1,000,000 Demolition and Increase Cost of Construction sublimit

General Liability Policy

$1,000,000 Per Occurrence

Included Products/completed operations

$2,000,000 General Aggregate-$3,000 deductible per claim for Property water damage

$1,000,000 Personal & Advertising injury

$1,000,000 Non- Owned/ Automobile Hired Car

$100,000 Fire Damage Legal Liability

$2,000,000 Directors & Officers Liability Occ/Ann-$2,500 deductible

Crime Coverage

$1,000,000 Employee Dishonesty, Forgery and Alteration, Money and Securities

Umbrella Liability

$100,000,000 Per Occurrence /Aggregate-$10,000 self insured retention/each occurrence

The annual premium for the above mentioned insurance portfolio is estimated to be $37,520.

The insurance costs are for the entire Condominium and have been allocated to all Units within the Condominium based upon each Unit's respective Percentage of Common Interest.

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

Each individual Unit Owner should consider the desirability of obtaining additional insurance at his own cost for the following coverage, which is not included in the above coverage:

- fire or casualty losses to the contents of his unit and any replacements, additions upgraded fixtures and improvements therein;
- liability for personal injury or property damage as a result of occurrences in his Unit, including water damage legal liability to cover damage arising from leaks or other conditions within the Unit.

(11) MANAGEMENT FEE - (Budget - $25,000)

At or prior to the First Closing, the Condominium will enter into a management agreement with Time Equities Inc., having an office address at 55 Fifth Avenue, New York, NY a real estate management firm affiliated with sponsor. The agreement will be for an initial term of 3 years. Thereafter, the agreement will be automatically renewed from year to year, but may be cancelled by either party without cause, upon not less than sixty (60) days' prior written notice.

The Managing Agent will receive a fee of $25,000 payable in equal monthly installments of $2,083.33 for the first year of Condominium operation. The Managing Agent's fee for the first year of Condominium operation is comparable to the "going rate" for similar services in comparable buildings. The management fee has been allocated to each Unit based on each Unit's respective Common Interest Percentage.

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

(12) LEGAL & AUDIT FEES – (Budget - $7,000)

The Condominium will engage a law firm to act as the attorney for the Condominium for minor miscellaneous legal matters. The estimated cost for these services for the Condominium's first year is $5,500. It is anticipated that the Condominium will enter into an agreement with Roy K. Danischewski, Certified Public Accountant, at 361 Edison Street, Staten Island, NY 10306 to provide tax returns and financial statement preparation services for the Condominium. It is estimated that the first year cost for these services will be $1,500.

Legal and Audit fees have been allocated to each Unit based on each Unit's Common Interest Percentage.

(13) ADMINISTRATION – (Budget - $15,000)

The budgeted amount includes anticipated expenses for telephone, cell phones, internet, postage, printing, miscellaneous office supplies, payroll processing costs, permits and fees.

Administration has been allocated to each Unit based on each Unit's Common Interest Percentage.

(14) RESERVE FUND – (Budget - $53,965)

This Reserve Fund will be used towards future capital repairs, replacements and improvements of certain Common Elements and facilities of the Building. No representation is made as to the actual or anticipated cost or timing or nature of any such capital work or the adequacy of any such repair. The Reserve Fund has been allocated to each Unit in the Condominium based upon each Unit's Common Interest Percentage.

(15) CONTINGENCY - (Budget -$10,000)

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

Contingency has been allocated to each Unit based on each Unit's Common Interest Percentage.

(16) TOTAL PROJECTED EXPENSES – (Budget - $603,613)

The projections set forth in this budget assume that the first year of Condominium operation will cover the period from through January 1, 2017 to December 31, 2017.

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

SCHEDULE B-1 - PROJECTED INDIVIDUAL ENERGY COSTS BUDGET

SCHEDULE B-1

Projected Individual Energy Costs Budget

The following letter dated July 21, 2014 issued by Consentini Consulting Engineers, having an office at 2 Pennsylvania Plaza, New York, New York 10121, provided the following estimate of annual electric energy costs for lighting and for operating the typical electrical appliances located in each Residential Unit.

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

Cosentini
A TETRA TECH COMPANY

Consulting Engineers
Two Pennsylvania Plaza
New York, NY 10121
t: 212.615.3600
f: 212.615.3700
www.cosentini.com

M. A. Mass, PE
D. C. Mass, PE
M. W. Maybaum, PE
E. Barbieri, PE
R. Leber, PE
E. J. Martinez, PE
S. R. Ceasar, PE
D. DeRobertis, PE

July 21, 2014

32 Prince Equites LLC C/O Time Equities, Inc.
55 5th Avenue, 15th Floor
New York, NY 10003

Re: 32 Prince Street, NY NY
CA Project No: 140075

Dear LLC:

The following are the 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. Space Heating for the Residential Section = $5,621

   The estimated cost for heating is based on $1.30 per Therm of gas and 4324 Therms per year, which assumes maintaining 72° indoors with an outside temperature of +13° and a wind of 15 MPH. Note that heating for apts is mostly provided by Apt. dedicated electric heat pump on each tenant's meter. Residential Apts. Area=23,962 SF.

   Domestic Hot Water for the Residential Section = $ 6,057

   The estimated cost for the domestic hot water gas fired unit is based on $1.30 per Therm and 4659 Therms per year.

2. Cooking Gas, Gas Dryers and Fire Places for the Residential Section = $ 2,600

   The estimated cost for apartment cooking is based on an average usage of 250 Therms of gas per year per apartment at a cost of $1.30 per Therm for 8 apartments.

3. Water & Sewer for the Residential Section = $ 18,699

   The estimated cost for water and sewer is based on a combined charge of $9.58 per 100 cu. ft. and usage of 125 gallons per day per estimated occupancy. The estimated occupancy is based on an average of 4.0 persons per apartment for 8 apartments.

4. Common Area Electricity for the Residential Section = $17,532

   The estimated cost for common area electricity is based on an assumed consumption of 87660 kWhrs per year and an average cost of 0.20 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%. Common Area=8766 sq. Ft.

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. Each apartment will have a separate direct meter from Con Edison and will be billed directly.

Should any additional information be required, please feel free to contact us.

Very truly yours,

COSENTINI ASSOCIATES

Jordan Fox, P.E.
Vice President

Cc: Nebil Gokcebay – MA
Aaron Mederios – Time Equities Inc.
Glen Debaghian – Macro Consultants
Cassandra Charles – Macro Consultants

REAL PROPERTY LAW SECTION 339-I COMPLIANCE LETTER

HALSTEAD
PENMARK

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

August 21, 2015

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

Re: Condominium Offering Plan
34 Prince Street Condominium
34 Prince Street
New York, New York 10012

Dear Sir/Madam:

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

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

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

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

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

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

Very truly yours,

Penmark Management LLC

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

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

Brody, Schwartzman, Feinberg & Cohan PLLC

55 Fifth Avenue, 15th Floor
New York, NY 10003

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* Admitted in New York and New Jersey
** Admitted in New York
***Admitted in New York and Florida

November 18, 2014

34 Prince Equities LLC
55 Fifth Avenue, 15th Floor
New York, NY 10003

RE: 34 Prince Street Condominium; 32-34 Prince Street/235Mott Street, New York, NY 10012 (the "Property")

Ladies and Gentlemen:

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

In connection with the rendering of this opinion, we have review the determination of Common Interests as shown on Schedule A of the Plan and the Amended and Restated Declaration of Condominium. We have also considered the relevant sections of the New York State Condominium Act and such other materials as we deemed relevant. Our opinion is also based upon he factual determinations made by Penmark Management LLC, a Halstead Company (the "Budget Expert"), set forth in its opinion contained in the Plan as required by NYCRR Section 20.3(i). We have made no independent investigation of the truth or accuracy of the factual determinations of the Budget Expert. Accordingly, in the event that facts presented by the Budget Expert were or prove to be incorrect, in no event shall Brody, Schwartzman, Feinberg & Cohan PLLC be liable.

Based upon our review of the foregoing, we have determined that the method selected by the Budget Expert to calculate the percentage of Common Interests is permissible under Real Property Law ("RPL") Section 339-i(1) based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of

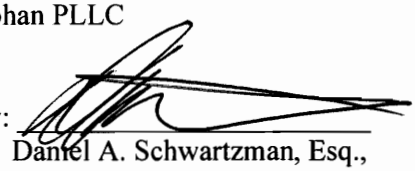
Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit in accordance with subsection (iv).

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

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

Very truly yours,

Brody, Schwartzman, Feinberg & Cohan PLLC

By: 
Daniel A. Schwartzman, Esq., Member

NON-RESIDENTIAL UNIT

As more particularly described in the Declaration and in the Description of Property and Improvements, each of which are contained in Part II of the Plan, the Condominium will contain one (1) Non-Residential Unit comprised of the Community Facility Unit (or CFU).

Non-Residential Unit or CFU

The CFU will consist of approximately 6,267 square feet and will be located at 32 Prince Street. The CFU is not being offered for sale under the Plan, at the present time. The initial CFU Owner will be the Trustees of St. Patrick's Cathedral.

The CFU shall be used for any lawful purpose other than (a) pornographic purposes, or (b) as an establishment in which are provided sex related activities consisting of nude or semi-nude live performances, sex clubs, massage parlors, adult book stores, peep shows, or (c) as a homeless shelter, or (d) as a drug or alcohol rehabilitation facility. The CFU, as owned or leased by an individual, corporation, partnership, limited liability company, fiduciary or any other entity (including, but not limited to, embassies and consulates of foreign governments, provided that any entity referred to in this parenthetical has waived all sovereign, diplomatic, other immunity that would or might otherwise apply), may only be occupied by such individual, an officer, director, stockholder or employee of such corporation, a partner or employee of such partnership, a member of such limited liability company, the fiduciary or beneficiary of such fiduciary, a principal or employee or such other entity, respectively, or by Family Members and guests of any of the foregoing. The CFU may be used for any other purpose, provided such use is permitted by, and complies with and does not violate the then existing Temporary or Permanent Certificate of Occupancy covering the Building.

The CFU Owner will be obligated to pay its portion of the Common Charges in accordance with the Schedule B allocations. Certain budgeted items (See the "Notes to Schedule B" for details) are allocated between the Residential Units and the CFU on a special basis which reflects actual benefit and/or use associated with that particular item of expense or exclusive control of particular Common Elements. In the opinion of Sponsor's budget expert, the allocated Common Charges payable by the CFU is sufficient to cover the expenses fairly attributable to the CFU. (See the Certification of Budget Expert Concerning the Adequacy of Common Charges Payable by the CFU set forth in Part II of the Plan.)

The following is a summary of certain additional rights and obligations of the CFU Owner relating to the use and ownership of the CFU (see the Declaration and By-Laws for details):

(i) the CFU Owner shall have the right to sell or lease all or any portion of the CFU;

(ii) the CFU Owner shall have the right to designate one (1) member to the four (4) member Condominium Board;

(iii) members of the Condominium Board designated by the CFU Owner may only be removed by the CFU Owner, who or which alone will have the right to elect or designate a replacement; and

(iv) any decisions by the Condominium Board which solely affect the CFU may be made only by the Member(s) of the Condominium Board designated by the CFU Owner.

All or any part of the CFU may be leased or subleased by the CFU Owner, subject to compliance with Law.

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

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

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

No representation is made with respect to the ownership of all or any portion of the CFU or as to who the future owners or tenants of any portion of the CFU may be at any time or as to the uses to which any portion of the CFU may be put at any time except that each of the CFU may be used for any purpose permitted by Law, including, without limitation, additional residential units, retail stores, banks, restaurants, theaters, bars, spas, health clubs, parking garages, daycare facilities, animal grooming, boarding and pet care, and commercial and professional office space which uses may result in increased noise and traffic. The CFU may not be used for (a) pornographic purposes; (b) as an establishment in which are provided sex related activities consisting of nude or semi-nude live performances, sex clubs, massage parlors, adult book stores, "peep" shows; (c) as a homeless shelter; or (d) as a drug or alcohol rehabilitation facility. No assurance, representation, or warranty is given that any tenants, occupants or users of the CFU will not be objectionable to Residential Unit Owners or other parties. The uses of the CFU may generate noise, traffic, fumes, additional wear and tear to the Building or other disturbances over which the Residential Unit Owners will have no control.

The CFU Owner and its Permitted Users, shall have the right, without the approval of the Condominium Board, Managing Agent, other Unit Owners, or representatives of holders of mortgages on Units to make alterations, additions, improvements, or repairs in or to the interior and exterior portions of the CFU, whether structural or non-structural, ordinary or extraordinary, and to subdivide and/or combine such CFU, provided that such alterations, additions, improvements or repairs are in compliance with Law and the terms of the Declaration and By-Laws and the Condominium Board shall execute any and all documents necessary in connection with such alterations, additions, improvements, or repairs;

The CFU Owner shall have the right to make all arrangements for the prompt repair and restoration of the CFU to the extent the CFU is damaged or destroyed by fire or other casualty;

The CFU Owner and its Permitted Users shall have the right and an easement for: (i) ingress and egress through all Common Elements for the purpose of accessing the CFU or any portion of the Building servicing the CFU; (ii) to install, operate, maintain, repair, alter, rebuild, restore and replace any pipes, wires, ducts, vents, cables, conduits or other lines, equipment or facilities forming a part of or relating to the CFU in, over, under, through or upon the Common Elements on the Property; and (iii) to erect, maintain, repair and replace one or more signs and lighting of such size and content as the CFU Owner shall determine, in the storefronts and windows of such CFU for the purposes of advertising the sale or rental of all or any portion of the CFU or the operation of any business of a tenant or occupant of the CFU. Such rights and easements afforded to the CFU and its Permitted Users under this provision shall in no way diminish an amenity offered in the Plan for the shared use of the Unit Owners (including the lobby), or interfere with the ingress or egress to any Unit.

The CFU Owner shall have the right, but not the obligation, at the CFU Owner's sole cost and expense, to alter, modify, and/or restore the exterior façade of the CFU (including windows of the same) and to create additional means of egress and ingress to the CFU, provided that such alterations, modifications and/or restorations are in compliance with Law and the terms of the Declaration and By-Laws.

The Condominium Documents may not be amended or modified so as to adversely affect the CFU Owner without its prior written consent.

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

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

Sponsor reserves the right from time to time to add and/or delete negotiable terms from the list set forth above for all or some Purchasers. No Purchaser will benefit from any terms and conditions negotiated with any other Purchaser, and a Purchaser's failure to so benefit will not give rise to any right of rescission under a Purchase Agreement.

The location in the Building, approximate size and layout of the Units are shown on the Floor Plans set forth in Part II of the Plan. In order to meet the possible varying demand for number and type of Units, or to meet particular requirements of Purchasers, or for any other reason, Sponsor reserves the right (except to the extent prohibited by Law) at any time and from time to time, before and after the recording of the Declaration, without giving prior notice and without the consent of the Condominium Board, any Unit Owner or mortgagee, to (a) change the size, layout and square footage of, or number of rooms in, any Unsold Unit, (b) change the size and/or number of Unsold Residential Units by dividing one or more such Residential Units into two or more separate Unsold Residential Units, combining separate Unsold Residential Units (including those resulting from such subdivision or otherwise) into one or more Unsold Residential Units, altering any boundary walls (including floors and ceilings) between one or more Unsold Residential Units, or otherwise, including incorporating Common Elements (such as a portion of a hallway) which exclusively

benefit an Unsold Residential Unit into such Residential Unit without changing the percentage of Common Interest of such Residential Unit, and (c) if appropriate, reapportion among the Unsold Residential Units affected by any such change, their aggregate Common Interests. In the event of any change pursuant to either (b) or (c) above, such change shall be disclosed in a duly filed amendment to the Plan. No such change, including any change in the Common Interest or in the amount or quality of Common Elements directly affecting or servicing a Residential Unit, will be made with respect to such Unsold Residential Unit for which a Purchase Agreement is then in effect which increases or decreases the square footage (excluding interior partitions) or Common Interest by more than 5%, or materially changes the Unsold Unit size, the layout or Common Interest of such Unsold Residential Unit, unless the Purchaser consents to such changes. There is a rebuttable presumption that an increase or decrease in the square footage of a Residential Unit, as set forth in the Schedule A, by 5% or less (excluding interior partitions) is not a material and/or adverse change. Therefore, in the event of any such non-material and/or non-adverse change, a Purchaser will not be excused from purchasing the Residential Unit, will not have any claim against Sponsor as a result of any such change, and such change will not affect a Purchaser's obligations under the Purchase Agreement or the Plan. If Purchaser's consent is required as a result of such change and Purchaser refuses to consent, then in such event, Sponsor's sole obligation shall be to refund to Purchaser the Deposit made under the Purchase Agreement and any interest earned thereon, except for any Residential Unit Upgrade Funds.

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

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

Sponsor reserves the right, in its sole and absolute discretion, to sell, lease, license or otherwise transfer to a Residential Unit Owner, any non-material portion of the Common Elements for the exclusive use of such Residential Unit Owner, provided that such Common Element was not offered in the Plan as an amenity for the shared use of the Residential Unit Owners of the Condominium unless Sponsor is able to relocate such amenity to another portion of the Building. Any such sale, lease, license or transfer will be disclosed in a duly filed amendment to the Plan and the Declaration and Floor Plans will be amended, if required.

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

CHANGES IN PRICES AND UNITS

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

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

Sponsor reserves the right from time to time to add and/or delete negotiable terms from the list set forth above for all or some Purchasers. No Purchaser will benefit from any terms and conditions negotiated with any other Purchaser, and a Purchaser's failure to so benefit will not give rise to any right of rescission under a Purchase Agreement. The location in the Building, approximate size and layout of the Units are shown on the Floor Plans set forth in Part II of the Plan. In order to meet the possible varying demand for number and type of Units, or to meet particular requirements of Purchasers, or for any other reason, Sponsor reserves the right (except to the extent prohibited by Law) at any time and from time to time, before and after the recording of the Declaration, without giving prior notice and without the consent of the Condominium Board, any Unit Owner or mortgagee, to (a) change the size, layout and square footage of, or number of rooms in, any Unsold Unit, (b) change the size and/or number of Unsold Units by dividing one or more such Units into two or more separate Unsold Units, combining separate Unsold Units (including those resulting from such subdivision or otherwise) into one or more Unsold Units, altering any boundary walls (including floors and ceilings) between one or more Unsold Units, or otherwise, including incorporating Common Elements (such as a portion of a hallway) which exclusively benefit an Unsold Unit into such Unit without changing the percentage of Common Interest of such Unit, and (c) if appropriate, reapportion among the Unsold Units affected by any such change, their aggregate Common Interests.

In the event of any change pursuant to either (b) or (c) above, such change shall be disclosed in a duly filed amendment to the Plan. No such change, including any change in the Common Interest or in the amount or quality of Common Elements directly affecting or servicing a Unit, will be made with respect to such Unsold Unit for which a Purchase Agreement is then in effect which increases or decreases the square footage (excluding interior partitions) or Common Interest by more than 5%, or materially changes the Unsold Unit size, the layout or Common Interest of such Unsold Unit, unless the Purchaser consents to such changes. There is a rebuttable presumption that an increase or decrease in the square footage of a Unit, as set forth in the Schedule A, by 5% or less (excluding interior partitions) is not a material and/or adverse change. Therefore, in the event of any such non-material and/or non-adverse change, a Purchaser will not be excused from purchasing the Unit, will not have any claim against Sponsor as a result of any such change, and such change will not affect a Purchaser's obligations under the Purchase Agreement or the Plan. Unless all Purchasers consent, no material change will be made in the size, and no material change will be made in the quality, of the Common Elements. If Purchaser's consent is required as a result of such change and Purchaser refuses to consent, then in such event, Sponsor's sole obligation shall be to refund to Purchaser the Deposit made under the Purchase Agreement and any interest earned thereon, except for any Unit Upgrade Funds.

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

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

Sponsor reserves the right, in its sole and absolute discretion, to sell, lease, license or otherwise transfer to a Unit Owner, any non-material portion of the Common Elements for the exclusive use of such Unit Owner, provided that such Common Element was not offered in the Plan as an amenity for the shared use of the Unit Owners of the Condominium unless Sponsor is able to relocate such amenity to another portion of the Building. Any such sale, lease, license or transfer will be disclosed in a duly filed amendment to the Plan and the Declaration and Floor Plans will be amended, if required.

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

USE AND OCCUPANCY AGREEMENTS

Sponsor reserves the right with respect to any Residential Unit, to enter into a pre-closing Use and Occupancy Agreement with the Purchaser of such Residential Unit on an interim basis on such terms and conditions as may be agreed to between Sponsor and Purchaser. Purchasers are advised that the occupancy under such Use and Occupancy Agreement is not subject to any governmental regulations, including, without limitation, rent regulations or continued occupancy. Such use and occupancy fees shall be determined by

Sponsor in its sole and absolute discretion. No occupancy may commence until a Temporary Certificate of Occupancy has been obtained for such Unsold Residential Unit.

The Use and Occupancy Agreement will provide, among other things, that an uncured default by the Purchaser under the Purchase Agreement with respect to the Unsold Residential Unit which is the subject of the Use and Occupancy Agreement will constitute a default under the Use and Occupancy Agreement entitling Sponsor, at its option, to terminate such Use and Occupancy Agreement in accordance with Law. In addition, each Purchase Agreement will provide that an uncured default by the Purchaser under any Use and Occupancy Agreement with respect to the Unsold Residential Unit which is the subject of the Purchase Agreement will constitute a default under the Purchase Agreement entitling Sponsor, at its option, to terminate such Purchase Agreement and to exercise any remedies provided therein. The Use and Occupancy Agreement shall be substantially in the form set forth in Part II of the Plan. In addition, in the event a Purchaser is permitted to take possession of the Unsold Residential Unit prior to Closing, such Purchaser will be required to obtain casualty and liability insurance for their own benefit in such amounts as determined by Sponsor.

In the event (i) that Purchaser defaults under the terms of the Use and Occupancy Agreement which default is not cured within 10 days of notice (other than Purchaser's failure to make a Payment within ten (10) days of the first day of the month in which such Payment is due, in which event Sponsor shall not be required to send notice of default and the event of default shall be deemed to have occurred on the 11th day after the date on which such Payment is due) or (ii) of the expiration of the term of the Use and Occupancy Agreement, Purchaser agrees to vacate and deliver full possession of the Unit to Sponsor in broom-clean condition within 10 days of written notice from Sponsor or its attorney. If Sponsor elects to terminate the Purchase Agreement, Purchaser shall have 30 days from the giving of the notice of cancellation to cure the specified default and follow the default procedures set forth in the section of the Plan entitled "Procedure to Purchase." However, prior to Sponsor utilizing the default under the Use and Occupancy Agreement to declare a default under the Purchase Agreement, Sponsor must obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the Purchaser unless the Purchaser has vacated the Unit.

Purchasers entering into a Use and Occupancy Agreement for an Unsold Unit will be required to pay the legal fees of Attorney for Sponsor in connection therewith upon execution of the Use and Occupancy Agreement. All other charges or other fees due under the Use and Occupancy Agreement will be adjusted as of the Closing of Title to the Unsold Unit and no portion of the Use and Occupancy fee paid under the Use and Occupancy Agreement will be credited towards the Purchase Price of an Unsold Unit unless the Use and Occupancy Agreement expressly provides. Notwithstanding the foregoing, Sponsor will be under no obligation to enter into any Use and Occupancy Agreement.

PROCEDURE TO PURCHASE

A Purchaser desiring to purchase a Residential Unit will be required to execute a Purchase Agreement, which will be in the form set forth in Part II of the Plan. A Purchaser of a Residential Unit also interested in acquiring a Storage Locker License will be required to execute the form of Rider annexed to the Purchase Agreement set forth in Part II of the Plan.

Purchasers shall be afforded not less than 3 business days to review the Plan prior to executing a Purchase Agreement. A Purchaser may obtain the Plan upon payment of a $200 deposit, which amount will be fully refunded upon either (i) the prompt return of the Plan in good condition, or (ii) the execution by the Purchaser of a Purchase Agreement subsequently accepted by Sponsor. Prospective Purchasers may elect to receive an electronic copy of the Plan provided prospective Purchaser executes the required election form. Instructions for such election and the "Election Form to Receive a Digital Copy or a Paper Copy" are included in Part II of the Plan. If a Purchaser has not received the Plan at least 3 business days prior to

executing a Purchase Agreement, a Purchaser shall have the right to rescind the Purchase Agreement within 7 days from the date Purchaser delivers an executed Purchase Agreement together with the required Deposit to Sponsor or Selling Agent. The Purchase Agreement sets forth in detail the terms of sale with respect to each Unit and should be read carefully by Purchaser.

Although a Purchaser may obtain financing from any lending institution or other source, Purchaser's obligation to purchase a Residential Unit pursuant to a Purchase Agreement is not contingent on Purchaser obtaining such financing. Neither Sponsor nor Selling Agent makes any representation as to the availability or terms of any mortgage financing. Prospective Purchasers may want to finalize their financing arrangements before signing a Purchase Agreement. While the First Closing is projected to occur on or around January 1, 2017, neither Sponsor nor Selling Agent makes any representation as to the actual closing date for any particular Unit. In addition, as set forth in the Plan and the Purchase Agreement, Sponsor has the right to adjourn the Closing Date from time to time and prospective Purchasers should be aware that if the Closing Date is adjourned, Purchaser's financing terms may be adversely affected, the interest rate may increase and the loan commitment could expire which could result in additional fees payable by Purchaser or the inability of Purchaser to secure financing altogether. Sponsor shall have no liability as a result of any scheduling or adjournment of closing beyond the expiration of a loan commitment.

Purchase Agreements will not be binding on Sponsor until approved and executed by it, and delivered by Sponsor to the Purchaser. Sponsor reserves the right to request thorough identification and financial information (including credit reports and litigation searches) concerning any Purchaser, subject to any limitations and requirements imposed by Law.

Sponsor will have 30 days after delivery by Purchaser of an executed Purchase Agreement and the required Deposit, within which to accept or reject the Purchase Agreement. If a Purchase Agreement is not accepted by Sponsor within the 30 day period, the Purchase Agreement shall be deemed to have been rejected and cancelled and the Deposit shall be returned to Purchaser within 30 days thereafter. Sponsor hereby reserves the right at any time and from time to time for any reason whatsoever, to refuse to approve and execute (a) a Purchase Agreement for any Residential Unit, except as prohibited by Law, and (b) a Purchase Agreement for more than one Residential Unit to any Person.

The signing of the Purchase Agreement signifies Purchaser's acceptance of the condition of the Property (as represented by Sponsor in the Plan), including, but not limited to, the Unit, the Storage Lockers, the Building and all Common Elements contained therein. In the event of any inconsistency between the provisions of the Purchase Agreement and the Plan, the provisions of the Plan will govern and be binding. The Purchase Agreement shall not contain, and shall in no event be modified to contain, a provision waiving the Purchaser's rights or abrogating Sponsor's obligations under the Plan or under Article 23-A of the General Business Law of the State of New York.

At the time of execution of a Purchase Agreement, Purchaser will be required to make an initial deposit ("Initial Deposit") in an amount equal to 10% of the Purchase Price and an additional deposit ("Additional Deposit") in an amount equal to 10% of the Purchase Price upon the earlier to occur of (i) six months after Purchaser executes the Purchase Agreement or (ii) within 30 days of the Presentation Date of the amendment declaring the Plan effective. A Purchaser executing a Purchase Agreement on or after the date the Plan is declared effective is required to pay the Additional Deposit within 30 days of the execution of the Purchase Agreement. Sponsor may require that a Purchaser of more than one (1) Residential Unit deliver a Deposit in excess of that set forth in the Plan, which amount shall be on terms individually negotiated with such Purchaser. All Deposits must be made payable to the direct order of "Brody, Schwartzman, Feinberg & Cohan PLLC, as escrow agent." All checks delivered in payment of the Deposit shall be accepted by Sponsor subject to collection, and if any such check is returned for insufficient funds or any other reason, Sponsor shall have the right, among other things, to deem such Purchase Agreement to be cancelled and of no further force or effect.

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

The Balance of the Purchase Price shall be payable simultaneously with the delivery of the deed to the Residential Unit by wire transfer (at Sponsor's sole option) or, official bank check drawn on or issued by a bank or trust company which is a member of The New York Clearinghouse Association and shall be payable to the direct order of Sponsor, or otherwise if Sponsor shall so notify Purchaser. Any wiring fees or currency exchange fees charged by the initiating and/or receiving bank shall be paid by Purchaser. The deed will be substantially in the form as set forth in Part II of the Plan. Interest, if any, on Purchaser's Deposit will be credited or paid to Purchaser at Closing.

Based upon the current construction schedule, Sponsor presently contemplates that, unless delayed by Force Majeure, rehabilitation of, or construction in, the Building will be sufficiently completed to permit closings of Residential Units to begin on or about January 1, 2016. Purchasers will not be excused from paying their full Purchase Prices (without credit or set-off), and will have no claim against Sponsor or Selling Agent for damages or losses, in the event that the First Closing occurs earlier or later than the projected date or the time to complete or to close title to any Unit is delayed or postponed by Sponsor. Sponsor has the right to change the projected First Year of Condominium Operation from time to time by an amendment to the Plan. If the First Closing does not occur within 12 months after the date set forth in Schedule B as the commencement date for the First Year of Condominium Operation in effect on the date a Purchaser and Sponsor entered into an Purchase Agreement, Sponsor will offer those affected Purchasers only a right for 15 days from the Presentation Date of the amendment disclosing Sponsor's failure to close within such time frame, to rescind their Purchase Agreement. Any Purchasers electing rescission will have their Deposits returned together with any interest earned thereon, except for any Unit Upgrade Funds. In the event the actual or anticipated commencement date of the First Year of Condominium Operation is to be delayed by 6 months or more, Sponsor will amend the Plan to include a revised budget with updated projections. If the Common Charges in the amended budget exceed those in the latest budget set forth in the Plan by 25% or more, Sponsor will, in the amendment disclosing such updated budget, offer all Purchasers the right, for 15 days, to rescind their Purchase Agreements and receive a refund of their Deposits, with the exception of Unit Upgrade Funds, together with any interest earned thereon (provided, however, that after the Plan has been declared effective and the amendment disclosing the same has been accepted by the Department of Law, a Purchaser who is in default under the Purchase Agreement beyond the expiration of any applicable grace period will not have the right to rescind).

Following the Plan being declared effective, Sponsor will deliver to each Purchaser a written notice of the time and place of the Closing at least 30 days prior to the Closing Date specified therein ("Scheduled Closing Date"). In the event a Purchaser defaults under the Purchase Agreement, time being of the essence with regard to the obligations of Purchaser thereunder, Sponsor, in its sole discretion, may elect by notice to Purchaser to cancel the Agreement. If Sponsor elects to cancel, Purchaser shall have 30 days from the giving of the notice of cancellation to cure the specified default. If the default is not cured within such 30 days, TIME BEING OF THE ESSENCE, then the Agreement shall be deemed cancelled, and Sponsor shall have the right to retain, as and for liquidated damages, (a) the entire Deposit and any interest earned on the Deposit and (b) Unit Upgrade Funds. Upon the cancellation of the 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 the Agreement had never been made, and without any obligation to account to Purchaser for any of the proceeds of such sale.

If Purchaser fails for any reason to close title to a Unit on the Scheduled Closing Date, other than due to Sponsor's failure or inability to Close: (a) the Closing apportionments described in the Section of the Plan

entitled "Closing Costs and Adjustments" will be made as of midnight of the day preceding the Scheduled Closing Date, regardless of when the actual Closing occurs ("Actual Closing Date"), and (b) Purchaser will be required to pay to Sponsor an amount equal to .03% of the Purchase Price of the Unit per day (which amount equals 10.95% per annum) commencing with the Scheduled Closing Date through the Actual Closing Date, as a reimbursement of Sponsor's increased carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Sponsor under the Purchase Agreement and the Plan. If through no fault of Purchaser, Sponsor postpones the Scheduled Closing Date, these provisions shall apply to the Rescheduled Closing Date if Purchaser fails for any reason to close title to the Unit on the Rescheduled Closing Date.

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

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

Any Purchaser that is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity) ("Foreign Government Purchaser") shall be required to expressly and voluntarily waive such immunity and consent to any suit, action or proceeding arising out of or relating to the Purchase Agreement or the Condominium Documents being brought in any State or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with the Purchase Agreement or the Condominium Documents. Any Foreign Government Purchaser shall designate and authorize a lawful agent to receive process for and on behalf of the Foreign Government Purchaser in any State or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with the Purchase Agreement or the Condominium Documents. The By-laws provide that a Foreign Government Purchaser is deemed to designate C.T. Corporation System, having its offices, at the date hereof, at 111 Eighth Avenue, New York, New York 10011 (unless otherwise directed by the Board) as its duly authorized and lawful agent to receive process for it and on its behalf in any state or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with the By-Laws.

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

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

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

taxes and assessments whether or not separately assessed (including water charges and sewer rents, if separately assessed) and all other expenses with respect to the Residential Unit, whether or not Purchaser has taken possession of the Residential Unit, and whether or not all work required to be performed by anyone in or to the Residential Unit has been completed.

The risk of loss to any Unit by fire or other casualty until the Closing for such Unit is assumed by Sponsor (unless and until Purchaser takes possession of the Unit, at which time such risk, to the extent not covered by existing insurance, shall be assumed by Purchaser), but without any obligation or liability by Sponsor to repair or restore any such Unit. In the event of damage or destruction of a Unit due to fire or other casualty prior to the Closing, but subsequent to the signing of a Purchase Agreement, provided Sponsor elects (which election shall be in its sole discretion) to repair or restore such Unit, the Purchase Agreement shall continue in full force and effect, and, thereafter, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price for the Unit. In such event, Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration, and any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Condominium Board and other Unit Owners, belong entirely to Sponsor. In the event of damage or destruction to Unit by fire or other casualty prior to the Closing, but subsequent to the signing of a Purchase Agreement, if Sponsor notifies Purchaser that it does not elect (which election shall be in its sole discretion) to repair or restore such Unit or if the Unit Owners do not resolve to make such repair or restoration pursuant to the By-Laws (see the Section of the Plan entitled "Rights and Obligations of the Condominium Board/Summary of By-Laws"), the Purchase Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return the Deposit, together with any interest earned thereon, except for Unit Upgrade Funds, to Purchaser, whereupon Sponsor and Purchaser shall be released and discharged from all obligations and liability under the Purchase Agreement and the Plan; provided, however, if Purchaser is then in default under the Purchase Agreement (beyond any applicable grace period), Sponsor shall retain all such sums as and for liquidated damages.

Sponsor is obligated to provide only the equipment, fixtures and furnishings set forth in the "Description of Property and Improvements" set forth in Part II of the Plan. If a Person desiring to purchase a Residential Unit requests that Sponsor perform special or additional work in the Unit or provide extra or upgraded fixtures or finishes, including, but not limited to, any deviation from the materials or specifications described in the Description of Property and Improvements set forth in Part II of the Plan, and Sponsor agrees in writing to perform such work and/or provide such fixtures or finishes, then Sponsor may require such Person to deposit an amount greater than the Deposit required under the Purchase Agreement.

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

Each Purchaser shall be given an opportunity to examine the Unit prior to the Closing during normal business hours and in the company of Sponsor's representative and is urged to make a careful inspection thereof, as more fully set forth in the Purchase Agreement set forth in Part II of the Plan. At the Closing, each Purchaser of a Unit shall be required to sign and deliver to Sponsor an Inspection Statement in substantially the form set forth in Part II of the Plan wherein Purchaser acknowledges the condition in which Purchaser has inspected the Unit. Under no circumstances shall any item included on an Inspection Statement (i) constitute grounds for a Purchaser to postpone or otherwise delay the date scheduled for the Closing nor (ii) obligate Sponsor to deposit any monies in escrow at Closing.

At Closing, each Purchaser will be required to execute and deliver a Unit Power of Attorney in favor of the Condominium Board and Sponsor, the failure of which shall be a default under the Purchase Agreement entitling Sponsor to all of the remedies set forth in the Plan and the Purchase Agreement.

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

Notwithstanding the foregoing, The Act limits the amount of the Deposit that may be retained by Sponsor upon Purchaser's failure to cure a default under the Purchase Agreement, which will be the greater of (i) fifteen percent (15%) of the Purchase Price (together with any interest thereon) or (ii) the amount of damages incurred by Sponsor resulting from the default. For purposes of the Act, "damages" means actual damages resulting from Purchaser's default, as determined under New York law.

THE FOLLOWING PROVISIONS ARE INCORPORATED IN THE PURCHASE AGREEMENT PURSUANT TO THE ACT.

PURCHASER HAS THE OPTION TO CANCEL THE CONTRACT OR AGREEMENT OF SALE BY NOTICE TO SPONSOR UNTIL MIDNIGHT OF THE SEVENTH DAY FOLLOWING THE EXECUTION OF THE CONTRACT OR AGREEMENT.

IF PURCHASER DID NOT RECEIVE A PROPERTY REPORT PREPARED PURSUANT TO THE RULES AND REGULATIONS OF THE INTERSTATE LAND SALES REGISTRATION PROGRAM, CONSUMER FINANCIAL PROTECTION BUREAU, IN ADVANCE OF PURCHASER'S EXECUTION OF THE CONTRACT OR AGREEMENT OF SALE, THE CONTRACT OR AGREEMENT OF SALE MAY BE CANCELLED AT PURCHASER'S OPTION FOR TWO YEARS FROM THE DATE OF EXECUTION.

ESCROW AND TRUST FUND REQUIREMENTS

All deposits, down payments, advances and payments made by Purchasers prior to the Closing ("Deposits") will be held in escrow in conformity with the disclosure contained in this Section of the Plan and in accordance with the escrow provisions contained in the Purchase Agreement.

Sponsor will comply with the escrow and trust fund requirements of General Business Law Sections 352-e (2-b) and 352-h and the Attorney General's regulations promulgated pursuant thereto. The Department of Law may perform random reviews and audits of any records involving escrow accounts to determine compliance with statute and regulation.

Any provision of any contract or agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnify any obligation of Escrow Agent holding trust funds is absolutely void. The provisions of the Attorney General's regulations concerning escrow/trust funds shall prevail over any conflicting or inconsistent provision in the Plan or in the escrow agreement or Purchase Agreement. Purchasers shall not be obligated to pay any legal or other expense of Sponsor in connection with the establishment, maintenance or defense of obligations arising from the handling or disposition of trust funds. However, notwithstanding anything to the contrary set forth herein or anywhere else in the Plan, in the Event of Default by Purchaser, as that term is defined the Purchase Agreement, Purchaser shall be obligated to reimburse Sponsor for any legal fees, expenses and disbursements incurred by Sponsor in defending Sponsor's rights under the Purchase Agreement or otherwise enforcing Purchaser's obligations thereunder.

All Deposits made by Purchasers prior to the Closing of each individual transaction will be placed in a segregated special escrow account of Brody, Schwartzman, Feinberg & Cohan PLLC, the escrow agent

("Escrow Agent"), whose address is 55 Fifth Avenue, 15th Floor, New York, New York 10003 and whose telephone number is (212) 206-6011. As of the date of the Plan, the attorneys who are signatories on these accounts authorized to withdraw funds, acting singly, are: Philip Brody, Esq. and Daniel Schwartzman, Esq. ("Authorized Signatories"). All Authorized Signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any Authorized Signatory is Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

Escrow Agent has established an escrow account entitled "Brody, Schwartzman, Feinberg & Cohan PLLC, Escrow Account" ("Escrow Account") at M & T Bank located at 350 Park Avenue, New York, NY 10022 ("Escrow Bank"). Escrow Bank is authorized to do business in the State of New York. Deposits properly made payable to "Brody, Schwartzman, Feinberg & Cohan PLLC, as Escrow Agent" will be placed in the Escrow Account within 5 business days after tender by Purchaser to Sponsor or Selling Agent. Any subsequent Deposit tendered by Purchaser after the Initial Deposit will be placed in the Escrow Account within 10 business days after tender by Purchaser to Sponsor or Selling Agent. Escrow Agent shall execute the Purchase Agreement Escrow Rider with respect to its obligations in this Section.

All Deposits will be placed initially in the non-interest bearing portion of the Escrow Account (including Unit Upgrade Funds). Each Purchaser is required to deliver a completed and signed Form W-9 (Request for Taxpayer Identification Number) or a Form W-8 (Certificate of Foreign Status) in the forms set forth in Part II to the Plan, to Sponsor or Selling Agent at the time Purchaser tenders the Deposit and the Purchase Agreement. If a Deposit is accompanied by a completed and signed Form W-9 or Form W-8, the Deposit will thereafter be promptly transferred to an individual interest bearing sub-escrow account in the name of Purchaser (except for Deposits for Unit Upgrade Funds). If a Purchaser does not deliver the Form W-9 or Form W-8, the Deposit will remain in the non-interest bearing portion of the Escrow Account. At such time as the Deposit is released, the Deposit will be transferred from the individual sub-escrow account to the non-interest bearing portion of the Escrow Account so that checks may be drawn thereon. The Escrow Account is not an IOLA account.

All Deposits, except for Unit Upgrade Funds, are and shall continue to be the Purchaser's money, and may not be commingled with any other money or pledged or hypothecated by Sponsor, until such time as Sponsor is entitled to the Deposit as per GBL § 352-h. Unit Upgrade Funds will initially be placed in the Escrow Account. However, Purchasers should note that such funds may be released from the 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. Escrow Agent shall be under no duty to verify that Sponsor used or committed such funds for upgrades or extras.

The sub-escrow account number and the initial interest rate, if any, will be disclosed to each Purchaser, as appropriate, in a letter from Escrow Agent to each Purchaser sent within 10 business days after the tender of the Deposit. If Purchaser does not receive notice that the Deposit has been placed in the Master Escrow Account within 15 business days after tender of the Deposit, Purchaser may cancel the Purchase and rescind the Purchase Agreement so long as the right to rescind is exercised within 90 days after tender or crediting of the Deposit by notice delivered to Sponsor and to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 120 Broadway, 23rd Floor, New York, New York 10271. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely deposited and requisite notice was timely mailed to Purchaser in conformity with the Attorney General's regulations. Escrow Agent will not be required to send the letter referred to above to each Purchaser in connection with any additional deposits tendered by Purchaser after the Initial Deposit (or in connection with any changes in the interest rate).

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

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

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

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

If a Purchaser tenders a Deposit without an executed Purchase Agreement, Sponsor shall have the right to reject the Deposit and return it to Purchaser: (i) within 5 business days after tender, if the Deposit has not been deposited into escrow, and (ii) within 10 business days, if the Deposit has been deposited into escrow and the Purchase Agreement has not yet been delivered by Purchaser. In the event a Deposit or portion thereof is delivered by wire transfer to Escrow Agent, any wiring fees charged by the initiating and/or receiving banks will be Purchaser's obligation.

The Escrow Account will not be interest-bearing. Each sub-escrow account portion of the Escrow Account will be interest-bearing. All interest will be credited to Purchaser at such time as: (i) there is a closing under the Purchase Agreement, or (ii) Purchaser is entitled to a return of the Deposit. All interest will be credited to Sponsor only in the event there is a "consummation of the Plan" (as such term is defined in the Attorney General's regulations) and Purchaser defaults. The interest rate to be earned will be the prevailing rate for these accounts. As of February 24, 2014 the interest rate for the Escrow Bank is 0.15%. The interest rate is subject to change by the Escrow Bank. Sponsor makes no guarantee of, and shall have no liability to Purchaser for changes to, the interest rate. Interest will begin to accrue within: (x) 3 business days, if the Deposit is cash or cash equivalent, or (y) 5 business days, if the Deposit is other than cash or cash equivalent, of the transfer of the Deposit the Escrow Account into a sub-escrow account portion of Escrow Account, as determined by whether and when the Deposit clears.

All instruments shall be made payable directly to the order of "Brody, Schwartzman, Feinberg & Cohan PLLC, as escrow agent." Endorsed instruments will not be accepted.

If a check delivered by a Purchaser fails for collection, the Purchase Agreement will be deemed void ab initio (as if the Purchase Agreement had never been executed) at the option of Sponsor, who reserves the right to exercise this option in its discretion by written notice to Purchaser given within 10 business days of Sponsor receiving notice from Escrow Agent of such failure for collection..

Sponsor or its agents, including any selling agents, shall deliver to Escrow Agent all Deposits within two (2) business days of tender of the Deposit by a Purchaser, using such transmittal forms as required by

Escrow Agent from time to time. Sponsor agrees that it shall not interfere with Escrow Agent's performance of its fiduciary and statutory obligations set forth in GBL §§ 352(e)(2-b) and 352(h) and the Department of Law's regulations promulgated thereto.

Under no circumstances shall Sponsor seek the release of the Deposits of a defaulting Purchaser until after "Consummation of the Plan" (as such term is defined in the Attorney General's Regulations). Consummation of the Plan does not relieve Sponsor of its obligations pursuant to General Business Law Section 352-h.

Escrow Agent shall release the Deposits if so directed:

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

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

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

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

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

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

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

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

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

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

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

Escrow Agent may rely upon any document which may be submitted to it in connection with its duties under this Section and which is believed by Escrow Agent to be genuine and to have been signed or

presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution or validity thereof.

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

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

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

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

ASSIGNMENT OF PURCHASE AGREEMENTS

No Third-Party Assignment

Purchaser does not have the right to assign the Purchase Agreement without the prior written consent of Sponsor, which consent may be unreasonably withheld or delayed. Any purported assignment by Purchaser in violation of this Section will be voidable at the option of Sponsor. Sponsor's refusal to consent to an assignment will not entitle Purchaser to cancel the Purchase Agreement or give rise to any claim for damages against Sponsor or Selling Agent. If Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of the Purchase Agreement, or for the addition, deletion or substitution of names on the Purchase Agreement, then Purchaser shall be required to pay to Brody, Schwartzman, Feinberg & Cohan PLLC a fee of $1,250 in advance, for preparation of an assignment and assumption agreement. Any purported assignment by Purchaser in violation of this Section shall be a default by Purchaser, entitling Sponsor to the default remedies set forth in the Section of the Plan entitled "Procedure to Purchase," and shall be voidable at the option of Sponsor.

EFFECTIVE DATE

The offering by Sponsor of the Units under the Plan is contingent upon the Plan being declared effective. The First Closing shall not occur until the Plan has been declared effective and the amendment to the Plan so indicating has been accepted for filing by the Department of Law. The Plan may be declared effective, at Sponsor's option by (i) an amendment to the Plan or (ii) notice to each Purchaser stating that the Plan is declared effective and submission of an amendment to the Department of Law within 5 days confirming that the Plan was declared effective on a specified date. The Plan may be declared effective, at Sponsor's option, at any time when *bona fide* purchasers, including investors, have

executed Purchase Agreements with respect to not less than 15% of the Residential Units offered for sale (i.e., two (2) Residential Units). However, if all purchasers counted toward effectiveness cease to be in contract, then the Sponsor shall re-declare the Plan effective when there are (2) Residential Units (again) subject to binding Purchase Agreements. The Plan must be declared effective at such time as Purchase Agreements have been executed and are in effect with respect to 80% of the Residential Units offered for sale (i.e., six (6) Residential Units).

The loan documents entered into with the Construction Lender do not require Sponsor to enter into Purchase Agreements for a specific number of Units prior to declaring the Plan effective.

The Plan will not be declared effective based on Purchase Agreements: (i) signed by Purchasers who have been granted a right of rescission that has not yet expired or been waived; or (ii) signed by Purchasers who have not been afforded at least 3 business days to review the Plan and all filed amendments prior to executing a Purchase Agreement or, in lieu thereof, at least 7 days to rescind after executing a Purchase Agreement; or (iii) signed by any Purchaser who is Sponsor, Selling Agent, Managing Agent or a principal of either, or is related by blood, marriage or adoption or as a business associate, an employee, a shareholder or a limited partner of Sponsor, Selling Agent, Managing Agent or a principal of either, except that such a Purchaser (other than Sponsor or a principal of Sponsor) may be counted only if Sponsor has submitted proof satisfactory to the Department of Law establishing that Purchaser is bona fide.

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

If the Plan is abandoned and Sponsor has accepted Purchase Agreements, then Sponsor shall file an amendment with the Department of Law abandoning the Plan together with a form RS-3. If Sponsor has accepted Purchase Agreement, all Deposits, together with any interest earned thereon, including for Unit Upgrade Funds, will be returned to Purchasers five (5) days after the Filing Date of the amendment abandoning the Plan. Upon the return of the Deposits, as aforesaid, the Purchase Agreement will be null and void and Sponsor will have no further obligation or liability to Purchaser under the Plan or the Purchase Agreement. If the Plan is abandoned and Sponsor has not accepted Purchase Agreements, then Sponsor shall file a form RS-3 with the Department of Law without an amendment, which form RS-3 shall be served simultaneously by Sponsor on all commercial and professional tenants, if any.

TERMS OF SALE

The term "Closing" refers to the conveyance of title to a Residential Unit from Sponsor to Purchaser by the delivery to Purchaser of a deed upon payment by Purchaser to Sponsor of the balance of the Purchase Price for such Unit. The Closing to each Unit shall be held at the office of Brody, Schwartzman, Feinberg & Cohan PLLC, 55 Fifth Avenue, 15th Floor, New York, New York or at such other place as Sponsor may designate.

Purchasers are required to close title upon the occurrence of the following events:

(a) the Plan has been declared effective in accordance with its terms and the amendment to the Plan disclosing same has been accepted for filing by the Department of Law.

(b) a temporary or permanent Certificate of Occupancy for the Unit is in effect. Issuance of a Temporary or Permanent Certificate of Occupancy for the Unit shall be deemed presumptive evidence of substantial completion of such Unit and is the only construction-related prerequisite that must occur before Sponsor may require the closing of title. A Purchaser will be required to consummate the purchase of the Unit at Closing even though a Temporary Certificate of Occupancy has not been issued for the Storage Locker Area in which a Storage Locker is located.

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

(d) the release of the Unit and its appurtenant Common Interest from the lien of all mortgages, if any.

(e) the delivery to Purchaser of written notice of the time and place of the Closing at least 30 days prior to the Closing Date specified therein, including a reasonable opportunity for Purchaser to examine the Unit, during normal business hours and in the company of Sponsor's representative, prior to Closing. So long as a Temporary Certificate of Occupancy for the Unit is in effect, Purchaser will be obligated to close title irrespective of the nature of the items that may be included on Purchaser's Inspection Statement which Sponsor agreed to complete as part of its post-closing obligations. (See the Section of the Plan entitled "Rights and Obligations of Sponsor" for further details regarding the Inspection Statement and Sponsor's post-closing obligations following Closing).

(f) the installation by Sponsor of a smoke and carbon monoxide detector in the Residential Unit.

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

Sponsor shall be entitled to deliver a 30 day closing notice once the Plan has been declared effective and prior to meeting the remaining Closing prerequisites set forth in this section, including, but not limited to, the issuance of a Temporary or Permanent Certificate of Occupancy.

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

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

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

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

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

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

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

Ongoing construction in the Building or other Units and/or the absence of a Temporary Certificate of Occupancy or Permanent Certificate of Occupancy for any other Unit or portion of the Common Elements shall not constitute a basis for Purchaser's failure or refusal to close.

Sponsor may agree with a Purchaser to deliver Unit to Purchaser as "raw space" and not as set forth in the Plan. In such event, the Purchaser of such "raw space" Unit shall not be permitted to occupy such Unit until such time as a Temporary Certificate of Occupancy has been issued for such Unit, although such Purchaser may take possession of the Unit solely for the purpose of completing a build-out of such Unit prior to occupancy. The Closing of Title to such "raw space" Unit shall not constitute the First Closing as defined herein, if such "raw space" Unit is delivered prior to the issuance of a Temporary or Permanent Certificate of Occupancy for the Unit.

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

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

IF THE PURCHASER FAILS TO NOTIFY SPONSOR OF PURCHASER'S ELECTION WITHIN 15 DAYS AFTER SPONSOR NOTIFIED PURCHASER OF SPONSOR'S FAILURE TO REMEDY THE

TITLE DEFECT, IT WILL BE CONCLUSIVELY DEEMED THAT PURCHASER ELECTED TO ACQUIRE TITLE SUBJECT TO THE TITLE DEFECT.

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

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

CLOSING COSTS AND ADJUSTMENTS

Closing Costs

As more particularly set forth in the Purchase Agreement, in addition to Purchaser's legal fees, Purchaser will pay the following estimated closing costs and expenses at the time of the Closing of Title. Recording charges, fees, title costs and taxes set forth below pertain to Residential Units only and are based on rates in effect on the Filing Date of the Plan and are subject to change without notice.

(a) A non-refundable contribution to the Working Capital Fund of the Condominium in an amount equal to 2 months' Common Charges with respect to the Unit based on the Condominium budget at the time of Closing.

(b) If Purchaser elects to obtain fee title insurance, Purchaser will pay the premium therefor, which will vary depending upon the amount requested. Royal Abstract of New York, LLC, having an office at 500 Fifth Avenue, Suite 1540, New York, NY 10110, and having a telephone number of (212) 376-0900, and facsimile transmission number of (212) 376-0911 ("Title Company"), has provided Sponsor with the standard fee policy rates as set forth below:

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

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

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

AMOUNT OF INSURANCE	PREMIUM
First $35,000 or less	$402.00
From $35,001 to $50,000	$6.67 per Thousand
From $50,001 to $100,000	$5.43 per Thousand
From $100,001 to $500,000	$4.36 per Thousand
From $500,001 to $1,000,000	$3.98 per Thousand
From $1,000,001 to $5,000,000	$3.66 per Thousand
From $5,000,001 to $10,000,000	$3.25 per Thousand
From $10,000,001 to $15,000,000	$3.07 per Thousand
From $15,000,001 and up	$2.76 per Thousand

(c) If Purchaser elects to simultaneously obtain both fee title insurance and mortgage title insurance, the premium for the fee title insurance will be calculated as described in paragraph (b) above. The premium for the mortgage title insurance that does not exceed the fee policy will be calculated at a discounted rate of 21% of standard mortgage policy rates. Title Company has provided Sponsor with the standard mortgage policy rates as set forth below:

SIMULTANEOUS MORTGAGE RATE SCHEDULE

AMOUNT OF INSURANCE	PREMIUM
First $35,000	$344.00
From $35,001 to $50,000	$5.55 per Thousand
From $50,001 to $100,000	$4.54 per Thousand
From $100,001 to $500,000	$3.64 per Thousand
From $500,001 to $1,000,000	$3.31 per Thousand
From $1,000,001 to $5,000,000	$3.05 per Thousand
From $5,000,001 to $10,000,000	$2.71 per Thousand
From $10,000,001 to $15,000,000	$2.55 per Thousand
From $15,000,001 and up	$2.31 per Thousand

A form of Unit Owner's Specimen Title Policy, if title insurance is ordered from the Title Company, is set forth in Part II of the Plan.

(d) A fee for recording the deed and Unit Owner's power of attorney, being (approximately) $42 for each instrument, plus $5 per page, together with a fee of $125 for filing the New York City Real Property Transfer Tax return ("City Tax Return").

(e) New York State Real Estate Transfer Tax ("State Transfer Tax") currently equal to $2 per $500 of Purchase Price plus, if applicable, a New York State Additional Tax ("Mansion Tax") of 1% where the Purchase Price equals $1 million or more and the New York City Real Property Transfer Tax ("RPT Tax") currently equal to 1% of the Purchase Price where the Purchase Price is $500,000 or less and 1.425% of the Purchase Price where the Purchase Price is more than $500,000.

The New York City Department of Finance has taken the position that where the purchaser of property assumes the obligation for the payment of the State Transfer Tax and the RPT Tax, which are generally an obligation borne by a Seller, the amount of the tax which would otherwise be payable if the seller were to pay such taxes, will be treated as additional consideration for the transaction subject to tax. Consequently, the amount of the RPT Tax is computed as follows:

	Purchase Price $500,000 or less	Purchase Price Greater than $500,000
Tentative City Tax:		
Consideration	$400,000	$1,500,000
Tax Rate	x 1%	x 1.425%
Tentative tax	$ 4,000	$ 21,375
Tentative State Tax:		
Net Consideration	$400,000	$1,500,000
Rounded up to nearest $500	$400,000	$1,500,000
Tentative tax ($2 per $500)	$ 1,600	$ 6,000
City Tax:		
Consideration	$400,000	$1,500,000
Tentative taxes	+ 5,600	+ 27,375
Taxable Consideration	$405,600	$1,527,375
Tax Rate	x 1%	x 1.425%
City Tax	$ 4,056	$ 21,765
State Tax:		
Net Consideration	$400,000	$1,500,000
Tentative taxes	+ 5,600	+ 27,375
Taxable Consideration	$405,600	$1,527,375
Rounded up to nearest $500	$406,000	$1,527,500
State Tax ($2 per $500)	$ 1,624	$ 6,110

Thus, the effective RPT tax rate is approximately 1.014% of the Purchase Price where the Purchase Price is $500,000 or less and 1.451% where the Purchase Price is greater than $500,000. A similar position has been taken by the New York State Department of Taxation and Finance and as a result the effective tax rate for the State Transfer Tax is $4.06 per thousand dollars of the Purchase Price where the consideration is $500,000 or less and $4.074 per thousand dollars of the Purchase Price where the consideration is greater than $500,000. When the Purchase Price is equal to or in excess of $1,000,000, payment by Purchaser of the Mansion Tax is not considered additional consideration to Sponsor for purposes of the calculation of the State Transfer Tax.

Sponsor has been advised by the Title Company that the information set forth below reflects the current position of the New York City Department of Finance with respect to real property transfer taxes that are due and payable in connection with the transfer by a seller of one or more units to the same or related purchasers, whether pursuant to one or more Purchase Agreements:

(1) ***Purchase of a single Residential Unit:***

The tax on the Residential Unit is 1% if the consideration is $500,000 or less, or 1.425% if the consideration is greater than $500,000

(2) ***Purchase of multiple Residential Units:***

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

The Department of Finance takes the position that: (i) the lower tax rate (either 1% if the consideration is $500,000 or less, or 1.425% if the consideration is greater than $500,000) applies only in the case of a transfer of "an individual residential condominium unit;" and (ii) the higher tax rate (either 1.425% if the consideration is $500,000 or less, or 2.625% if the consideration is greater than $500,000) applies if a purchaser acquires more than one individual Residential Unit (i.e., two Residential Units).

(f) If Purchaser obtains a mortgage loan, Purchaser will be responsible for the payment of all mortgage recording taxes, mortgage recording fees, origination, appraisal and closing costs and other expenses in connection therewith (including legal fees) in amounts determined by governmental authorities and such lender. Currently, the mortgage recording tax for mortgages under $500,000 is 2.05% of the face amount of the mortgage and 2.175% of the face amount of the mortgage if the mortgage is $500,000 or more. Of the total tax due, the mortgagee pays an amount equal to 0.25% of the face amount of the mortgage. In addition, there is a $30 exemption for residential property. No representation or warranty is made with respect to the amounts of such closing costs and expenses or the availability or cost of mortgage loans from any sources.

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

The New York City Department of Finance has taken the position that where the purchaser of property assumes the obligation for the payment of the State Transfer Tax and the RPT Tax, which are generally an obligation borne by a Seller, the amount of the tax which would otherwise be payable if the seller were to pay such taxes, will be treated as additional consideration for the transaction subject to tax. Consequently, the amount of the RPT Tax is computed as follows:

	Purchase Price $500,000 or less	Purchase Price Greater than $500,000
Tentative City Tax:		
Consideration	$400,000	$1,500,000
Tax Rate	x 1.425%	x 2.625%
Tentative tax	$ 5,700	$ 39,375
Tentative State Tax:		
Net Consideration	$400,000	$1,500,000
Rounded up to nearest $500	$400,000	$1,500,000
Tentative tax ($2 per $500)	$ 1,600	$ 6,000

City Tax:		
Consideration	$400,000	$1,500,000
Tentative taxes	+ 7,300	+ 45,375
Taxable Consideration	$407,300	$1,545,375
Tax Rate	x 1.425%	x 2.625%
City Tax	$ 5,804	$ 40,566
State Tax:		
Net Consideration	$400,000	$1,500,000
Tentative taxes	+ 5,804	+ 40,566
Taxable Consideration	$405,804	$1,540,566
Rounded up to nearest $500	$406,000	$1,541,000
State Tax ($2 per $500)	$ 1,624	$ 6,164

Thus, the effective RPT tax rate is approximately 1.451% of the Purchase Price where the Purchase Price is $500,000 or less and 2.704 % where the Purchase Price is greater than $500,000. A similar position has been taken by the New York State Department of Taxation and Finance and as a result the effective tax rate for the State Transfer Tax is $4.06 per thousand dollars of the Purchase Price where the consideration is $500,000 or less and $4.074 per thousand dollars of the Purchase Price where the consideration is greater than $500,000. When the Purchase Price is equal to or in excess of $1,000,000, payment by Purchaser of the Mansion Tax is not considered additional consideration to Sponsor for purposes of the calculation of the State Transfer Tax.

Sponsor has been advised by the Title Company that the information set forth below reflects the current position of the New York City Department of Finance with respect to real property transfer taxes that are due and payable in connection with the transfer by a seller of one or more units to the same or related purchasers, whether pursuant to one or more Purchase Agreements:

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

(g) Closing fees payable to Brody, Schwartzman, Feinberg & Cohan PLLC, in accordance with the following schedule, all of which fees will be cumulative to the extent applicable to any individual closing:

(1) $1,250.00 for the preparation of closing documents, calculation of adjustments, attendance at Closing at the offices of Brody, Schwartzman, Feinberg & Cohan PLLC, or such other place as Sponsor may designate and supervision of execution of closing documents;

(2) $250 for the preparation of ACRIS transfer documents required by the City of New York.

(3) If Purchaser requires that the Closing occur other than at the office of Brody, Schwartzman, Feinberg & Cohan PLLC, or such other place as Sponsor may designate, and Sponsor consents to such change (in Sponsor's sole discretion), an additional attendance fee of $750 for each Closing held within Manhattan. No Closing will be held in any borough outside Manhattan.

(4) If Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of the Purchase Agreement, or for the addition, deletion or substitution of names on the Purchase Agreement (which request in all instances must be received by Sponsor's attorney no later than 7 business days prior to the Scheduled Closing Date), a fee of $1,250, payable in advance, for preparation of an assignment agreement.

(5) If through no fault of Sponsor, Purchaser fails to close on the date scheduled for Closing, then Purchaser shall pay an additional fee of $750 for each re-scheduled Closing granted at Purchaser's request to defray the cost of preparing and coordinating the Closing and recalculating the Closing apportionments.

Purchaser may pay more than one fee pursuant to (g) above with respect to a Unit. In addition to an attendance fee in connection with a completed Unit transfer, Brody, Schwartzman, Feinberg & Cohan PLLC shall also be entitled to an attendance fee in the amount set forth above if such firm's representative attends a scheduled Closing but the Closing is adjourned due to Purchaser's failure to comply with Purchaser's closing obligations. In addition, more than one assignment fee shall be payable if Sponsor consents to more than one assignment request.

(h) If Purchaser has dealt with any broker other than Selling Agent or any other broker engaged in writing by Sponsor in connection with the purchase, then Purchaser will be required to pay any commission due to such broker.

(i) If Purchaser obtains a mortgage loan, Purchaser will pay Sponsor a sum equal to the partial mortgage tax credit to which Purchaser may be entitled pursuant to Section 339-ee(2) of the Condominium Act, which sum will be paid as a reimbursement for the mortgage recording tax previously paid by Sponsor in connection with any existing mortgage(s);

All legal costs, fees and expenses of Brody, Schwartzman, Feinberg & Cohan PLLC, other than those specifically set forth above, will be the sole responsibility of Sponsor.

Example of Estimated Closing Costs for a Typical Residential Unit

A numerical example of estimated closing costs and expenses for a single Residential Unit with a Purchase Price of $10,000,000 and a mortgage of $7,000,000are set forth below by way of illustration only. All tax rates, title insurance premiums and recording rates are subject to change:

ITEM	DESCRIPTION	AMOUNT
Fee Insurance Premium for $10,000,000 of owner's insurance	(70% first condo bulk sale rate)	$24,778.00
Mortgage Insurance Premium for $7,000,000 of lender's insurance	(21% first condo bulk sale simultaneous rate)	$4,491.00
NYC RPT Tax	NOTE: transfer taxes are based upon bulked-up consideration of $10,182,500 . The NYC RPT rate is 1.425%.	$145,100.63
NYS Mansion Tax	1% of bulked-up consideration	$101,825.00
NYS Transfer Tax	The tax rate is $2 for every $500 of consideration or fraction thereof.	$40,730.00
Mortgage Recording Tax	The tax rate is 2.175%. The borrower pays 1.925% - $134,720. This does not include the lender's ¼ point of mortgage tax in the amount of $17,500.00.	$134,720.00
Departmental and Bankruptcy Searches	Title Searches	$515.00
Estimated Recording Fees	(one deed, one mortgage and one condo power of attorney)	$510.00
Estimated Lender's Title Endorsements	Four endorsements at $25 each.	$100.00
Closing fees to Brody, Schwartzman, Feinberg & Cohan PLLC	Basic closing fee and ACRIS document preparation fee	$1,500.00
Working Capital Contribution	2 months' Common Charges	See Schedule A
Total Estimated Closing Costs	Excluding Working Capital Contribution	$454,269.63

This examples does not include the following costs or fees, to the extent applicable: Purchaser's financing costs, legal fees of Purchaser's attorney, additional legal fees payable to Sponsor's attorney as set forth in paragraph (g) above, recording additional documents, penalty for late closing or adjustments with Sponsor (including mortgage recording tax reimbursement), apportionment of real estate taxes and insurance as described below.

Purchasers should note that adjustments for various closing items including Common Charges and real estate taxes will be made at Closing.

The foregoing projections assume that title insurance is purchased from the Title Company and that Purchaser closes without delays or the imposition of penalties. If Purchaser obtains a mortgage loan, Purchaser can expect to incur additional fees for mortgage title insurance (with benefit of simultaneous rates), mortgage recording taxes and fees and other closing fees set forth above, plus the fee of Purchaser's attorney and Purchaser's lender's attorney, if applicable. Purchasers are advised to consult with prospective lenders for a detailed projection of related financing costs. Furthermore, the above example does not take into account possible new taxes, increases in tax rates or recording fees or increases in the cost of title insurance.

In the event Sponsor obtains a construction or acquisition loan which satisfies certain parameters and pays a mortgage recording tax thereon, it is specifically understood that, any mortgage tax credit shall inure to the benefit of Sponsor. Accordingly, at Closing, each Purchaser may pay all or a portion of the mortgage recording tax to Sponsor, to the extent of any mortgage tax credit allowed as set forth in sub-paragraph (i).

Closing Adjustments

(i) Adjustments. At Closing, adjustments between Sponsor and Purchaser will be made as of midnight of the day preceding the Closing Date with respect to (a) real estate taxes and assessments, if any (including water charges and sewer rents, if separately assessed) on the basis of the period for which assessed, and future real estate taxes and assessments in accordance with the terms of the subsection below entitled "Real Estate Taxes;" (b) Common Charges (if Common Charges have been assessed by the Condominium Board) and assessments for the month in which title closes; and (c) if Purchaser is occupying a Unit pursuant to a Use and Occupancy Agreement, accrued use and occupancy fees and other charges.

(ii) Penalties. If Purchaser fails for any reason to close title to the Unit on the Scheduled Closing Date, (a) the Closing adjustments described above will be made as of midnight of the day preceding the Scheduled Closing Date, regardless of when the Actual Closing Date occurs, and (b) Purchaser will be required to pay to Sponsor, as a reimbursement of Sponsor's increased carrying costs by virtue of the delay, and in addition to the other payments to be made to Sponsor under the Purchase Agreement and the Plan, an amount equal to .03% of the Purchase Price for each day(which amount equals 10.95% per annum) starting from (and including) the Scheduled Closing Date to (and including) Actual Closing Date. If, through no fault of Purchaser, Sponsor postpones the originally Scheduled Closing Date, these provisions shall apply to any new Scheduled Closing Date.

(iii) Real Estate Taxes. In the event the Units have not been separately assessed for real estate tax purposes by the New York City Department of Finance ("Finance Department") prior to the First Closing. Sponsor shall deliver at the First Closing to Escrow Agent, either cash, a letter of credit or a surety bond ("Tax Security") in the amount of the real estate taxes for the next ensuing tax period ("Future Taxes"). Escrow Agent shall hold the Tax Security in escrow for the benefit of the Condominium. At each Closing prior to the date the Units are separately assessed and billed, Purchasers will be obligated to pay to Sponsor an amount equal to the Unit's pro-rata share of the Future Taxes (computed by multiplying the Common Interest of the Unit by the amount of the Future Taxes) ("Unit Tax Payment"). The Future Taxes shall be paid to the Finance Department when due by Sponsor, or by Escrow Agent using the Tax Security, either at Sponsor's direction, or upon Sponsor's failure to make such payment. If Sponsor pays the Future Taxes directly, the Tax Security shall be released to Sponsor upon delivery to Escrow Agent of proof of payment from the Finance Department of the Future Taxes. If at the time the Future Taxes are paid, the amount of the Future Taxes has been reduced by the Finance Department as a result of the implementation of real estate tax benefits, Escrow Agent shall make appropriate refunds to Sponsor and Sponsor shall in turn make such appropriate refunds to Purchasers on account of Unit Tax Payments.

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

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

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

In the event the amount of Future Taxes is increased (due to an increase in the tax rate or otherwise) prior to the separate assessment and issuance of individual tax bills by the Finance Department, the amount of such increase shall be payable by all Unit Owners, including Sponsor (with respect to its Units), in proportion to each Unit's Common Interest, adjusted for the period of ownership of each Unit by the respective Unit Owner. Such amount of increase shall be payable to Sponsor or the Condominium Board, as the case may be, within 5 days following written notice provided to such Unit Owner. Such increase shall be deemed additional Common Charges.

Other Costs to be Paid By Sponsor

Except as specifically set forth in the Plan, Sponsor will pay all costs and expenses incurred in connection with the promulgation and consummation of the Plan and the sale of Units by Sponsor, including, but not limited to, all selling expenses and commissions payable to Selling Agent, advertising, printing and architects' fees, the fees of Sponsor's attorneys, engineering and appraisal costs and governmental filing fees, whether incurred prior or subsequent to the effective date of the Plan, in connection with the obligations of Sponsor. (See the Section of the Plan entitled "Rights and Obligations of Sponsor" for details.)

RIGHTS AND OBLIGATIONS OF SPONSOR

Sponsor shall have the following obligations and all Purchasers upon execution of their respective Purchase Agreements will be deemed to have accepted, approved and agreed to abide and be bound by the following:

(a) Sponsor reserves the right to make any changes in the proposed Condominium Documents and modifications to the Plans and Specifications as may be necessary in Sponsor's sole discretion to conform to Law or to expedite the sale of the Units, or due to structural, architectural or mechanical considerations, provided, however, that any such amendments, additions, or changes shall not materially and adversely affect a Unit Owner or Purchaser, increase any obligation of a Unit Owner or Purchaser to any adverse and material degree and any substitution of appliances, equipment or materials shall be of substantially equal or better quality. Any such material and adverse amendment, addition or change will be reflected in an amendment to the Plan. There is a rebuttable presumption that an increase or decrease in the square footage of a Unit, as set forth in the Schedule A, by 5% or less (excluding interior partitions) is not a material and/or adverse change. Therefore, in the event of any such non-material and/or non-adverse change, a Purchaser will not be excused from purchasing the Unit, will not have any claim against Sponsor as a result of any such change, and such change will not affect a Purchaser's obligations under the Purchase Agreement or the Plan. Unless an affected Purchaser consents, no material change will be made in Unit size, layout, or percentage of common interest if a purchase agreement has been executed and delivered to the Sponsor for such Unit and such Purchaser is not in default of his/her/their/its obligations under such purchase agreement.

(b) Sponsor anticipates that it will procure financing for the rehabilitation of, and construction in the Building from an Institutional Lender ("Construction Lender"). Sponsor anticipates that it will

receive advances each month from Construction Lender provided Sponsor complies with the provisions of the construction loan regarding its responsibilities to use the funds advanced in the agreed manner and generally proceeds with the construction as agreed to in the loan documents. Sponsor anticipates that the construction loan documents will not require a specific minimum number of Purchase Agreements to be entered into prior to declaring the Plan effective.

(c) The offering by Sponsor under the Plan is contingent upon the Plan being declared effective and the First Closing shall not occur until the Plan has been declared effective. The Plan must be declared effective at such time as Purchase Agreements have been executed and are in effect with respect to 80% of the Residential Units offered for sale. The Plan may be withdrawn or abandoned by Sponsor for any reason whatsoever at any time prior to its being declared effective (see the Section of the Plan entitled "Effective Date" for details).

(d) Sponsor will perform such work and supply such materials, or will cause the same to be performed and supplied, as is necessary in order to complete the rehabilitation of the Building with a quality of construction comparable to the currently prevailing local standards and substantially in accordance with the Plans and Specifications for the construction work filed with the Buildings Department and other appropriate governmental authorities.

(e) Based upon the current construction schedule, Sponsor presently contemplates that, unless delayed by Force Majeure, rehabilitation and/or construction of the Building will be sufficiently completed to permit closings of Residential Units to begin on or about January 1, 2017. Purchasers will not be excused from paying their full Purchase Prices (without credit or set-off), and will have no claim against Sponsor for damages or losses, in the event that the First Closing occurs earlier or later than the projected date or the time to complete or to close title to any Residential Unit is delayed or postponed by Sponsor, it being understood that nothing contained in this Section will be construed so as to render Sponsor liable for money damages, nor shall Purchaser have against Sponsor any suit, claim, cause of action, or demand under any legal theory. Sponsor has the right to change the projected First Year of Condominium Operation from time to time by an amendment to the Plan. If the First Closing does not occur within 12 months after the date set forth in Schedule B as the commencement date for the First Year of Condominium Operation in effect on the date a Purchaser and Sponsor entered into an Purchase Agreement, Sponsor will offer those affected Purchasers only a right to rescind their Purchase Agreement for 15 days from the Presentation Date of the amendment disclosing Sponsor's failure to close within such time frame. Any Purchasers electing rescission will have their Deposits returned together with any interest earned thereon, except for any Unit Upgrade Funds. In the event the actual or anticipated commencement date of the First Year of Condominium Operation is to be delayed by 6 months or more, Sponsor will amend the Plan to include a revised budget with updated projections. If the Common Charges in the amended budget exceed those in the latest budget set forth in the Plan by 25% or more, Sponsor will, in the amendment disclosing such updated budget, offer all Purchasers the right, for 15 days, to rescind their Purchase Agreements and receive a refund of their Deposits, together with any interest earned thereon (provided, however, that after the Plan has been declared effective and the amendment disclosing the same has been accepted by the Department of Law, a Purchaser who is in default under the Purchase Agreement beyond the expiration of any applicable grace period will not have the right to rescind).

(f) Sponsor is obligated to bear all costs and expenses incurred in connection with completing the rehabilitation of, or construction in, the Building substantially in accordance with the Plans and Specifications. During the course of construction, Sponsor reserves the right, in its sole and absolute discretion, without prior notice to Purchasers or amendment to the Plan to (i) amend from time to time the Plans and Specifications (including changes in layouts and designs) in accordance with the Section of the Plan entitled "Changes in Prices and Units"; and/or (ii) substitute materials, appliances, equipment and

fixtures that are of substantially equal or better quality in place of those described in the Plan and the Plans and Specifications. Notwithstanding the foregoing, no such change, including any change in the Common Interest or in the amount or quality of Common Elements directly affecting or servicing a Residential Unit, will be made with respect to such Unsold Residential Unit for which a Purchase Agreement is then in effect which increases or decreases the square footage (excluding interior partitions) or Common Interest by more than 5%, or materially changes the unit size, layout or percentage of Common Interest of such Unsold Residential Unit, unless the Purchaser consents to such changes. There is a rebuttable presumption that an increase or decrease in the square footage of a Unit, as set forth in the Schedule A, by 5% or less (excluding interior partitions) is not a material and/or adverse change. Provided Purchaser's consent is not required, a Purchaser will not be excused from purchasing the Residential Unit, will not be entitled to a reduction in the Purchase Price, will not have any claim for damages or losses against Sponsor as a result of any such change and such change will not affect a Purchaser's obligations under the Purchase Agreement or the Plan, it being understood that nothing contained in this Section will be construed so as to render Sponsor liable for money damages, nor shall Purchaser have against Sponsor any suit, claim, cause of action, or demand under any legal theory. If Purchaser's consent is required as a result of such change and Purchaser refuses to consent, then in such event, Sponsor's sole obligation shall be to refund to Purchaser the Deposit made under the Purchase Agreement and any interest earned thereon, except for Unit Upgrade Funds.

(g) At the First Closing, Sponsor will deliver, assign, or otherwise grant to the Condominium Board, on behalf of all Unit Owners, the right to proceed under any assignable warranties and other undertakings received by Sponsor from contractors, suppliers, or others in connection with the new construction and equipping of the Building, except that assignable warranties and undertakings received by Sponsor which relate to appliances, equipment or fixtures located in any Unit shall be assigned to the Purchaser on the Closing Date, including the warranties and undertakings received by Sponsor which relate to appliances, equipment, or fixtures located in the Units and the Common Elements. Sponsor makes no representation as to which, if any, of the warranties and other undertakings will continue to remain in force upon the Closing of any particular Unit or if any such warranty was in effect at the time Purchaser Closed Title to their Unit. Sponsor shall have no liability or responsibility if such warranty lapsed prior to Purchaser's Closing of Title to a Unit or in the event a warrantor is unable, unwilling or for any reason, fails to perform under its warranty.

(h) Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a permanent certificate of occupancy ("PCO") covering the entire building but with only a temporary certificate of occupancy ("TCO"), and sometimes with several successive temporary certificates of occupancy. 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 PCOs are issued by the Buildings Department. A TCO is intended to indicate that the property is safe for occupancy, but means that not all of the construction work and/or inspections have been performed, or that not all of the required documents have been submitted to the DOB. All TCOs have an expiration date. A TCO typically expires 90 days after the date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, 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 PCO. Sponsor anticipates this scenario will occur. Sponsor will undertake the responsibility for extending each TCO received prior to expiration thereof, and ultimately for obtaining a PCO covering the entire building within two years from the date of the issuance of the first TCO, subject, however, to (i) Force Majeure, (ii) actions by Unit Owners or tenants of Unit Owners, (iii) work undertaken in a Unit by a Unit Owner, except in instances where Sponsor or Sponsor-controlled Condominium Board have given their consent to a Unit Owner to perform such alterations in such Unit Owner's Unit, (iv) work undertaken in Common Elements by the Condominium Board after Sponsor no longer controls the Board, (v) the failure to undertake work in Common Elements by the Condominium

Board after Sponsor no longer controls the Board or (vi) any other cause over which Sponsor has no control. Sponsor makes no representation or guarantee that the Buildings Department will issue the PCO within such two year period. Notwithstanding the foregoing, Sponsor is obligated to procure the PCO for the entire building, and shall exercise best efforts to obtain the PCO within such two year period while keeping the TCO current. Unit Owners and the Condominium Board shall be obligated to cooperate with and refrain from obstructing sponsor in these undertakings. Sponsor shall not be responsible for any costs or liabilities suffered by Unit Owners on account of delays in obtaining the PCO due to causes (i)-(vi) listed above.

Furthermore, because Sponsor and the By-laws of the Condominium may permit Unit Owners to undertake renovations to individual Units prior to the procurement of a PCO, such renovations may cause additional delays in the issuance thereof. Notwithstanding the foregoing, Sponsor is obligated to procure the PCO. Notwithstanding the foregoing, the Condominium Board may refuse to permit a Residential Unit Owner to perform alterations to a Residential Unit until such time as the Building has been completed and a PCO has been obtained.

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

(i) If Sponsor fails to obtain a Permanent Certificate of Occupancy for the Building prior to the First Closing, Sponsor will be obligated to: (i) direct the Escrow Agent to hold and maintain those monies received pursuant to all Purchase Agreements (see the Section of the Plan entitled "Escrow and Trust Fund Requirements") which would otherwise be payable to Sponsor in the special trust account required by the General Business Law of the State of New York, Sections 352-e(2)(b) and 352(h), provided, however, that if Sponsor's architect, engineer or other qualified expert (collectively, "Sponsor's Representative") certifies that a lesser amount than the amount held in the special trust account is reasonably necessary to complete the work needed to obtain a Permanent Certificate of Occupancy, then the amount exceeding the sum so certified by Sponsor's Representative shall be released from the special escrow account to Sponsor; or (ii) Sponsor shall deposit with Escrow Agent cash or an unconditional, irrevocable letter of credit or post a surety bond in an amount Sponsor's Representative, from time to time, certifies is reasonably necessary to complete the work needed to obtain the Permanent Certificate of Occupancy. The Buildings Department advises Purchasers of houses and apartments who close title with only a Temporary Certificate of Occupancy in place to consult with their attorneys or engineers for assurance that sufficient funds are escrowed or otherwise secured for Sponsor to obtain the Permanent Certificate of Occupancy.

(j) Construction or rehabilitation is a complicated process requiring the coordination of numerous tasks, contractors and suppliers and the balancing of complex mechanical and architectural systems. It is both customary and anticipated that certain issues will arise during the course of the construction process that warrant the taking of corrective action, including the repair or replacement of construction defects in order to satisfy Sponsor's obligations under the Plan.

(k) The Building will contain certain major mechanical equipment, including, but not limited to, elevator machine rooms, fans, pumps, emergency generator, domestic water tanks, and packaged air-conditioning units (collectively, "Equipment") located on the main roof and bulkhead roof. The Condominium Board and Sponsor have the right to operate the emergency generator as necessary, as well as to activate the generator for testing on a periodic basis, normally once per month. During such testing periods, which may occur at any time, Unit Owners may experience excessive noise and vibration, which may exceed applicable NYC noise requirements. The Condominium Board and Sponsor will attempt to minimize any potential disruption. While Sponsor will endeavor to reduce excessive noise and vibration

emanating from the Equipment, which will be in compliance with Law during non-testing periods, it is impossible to eliminate such noise and vibration entirely. Purchasers should note that subsequent to the First Closing, the Condominium Board and/or the CFU Owner, as applicable, will be responsible for the proper upkeep and maintenance of such Equipment in accordance with Law.

(l) No assurance can be given with regard to the accuracy of any projected completion dates set forth herein. It is anticipated that during the first few years of Condominium operation, construction workers and related personnel will be at the Building from time to time, completing construction of the Building and the Units, making adjustments and corrections and performing various tasks relating to the completion of construction. During this period various building systems, including but not limited to electric, water supply, air conditioning, heating, cooling, ventilating and elevators, may require substantial time to complete and may need to be shut down temporarily. Various other adjustments to windows and elevators and other systems may require substantial time to be completed after the First Closing. In addition, the presence of scaffolding, sidewalk bridges, hoists or construction elevator shafts or similar temporary construction facilities, may delay the Closing of Title to certain Residential Units or lines of Residential Units until such scaffolding, sidewalk bridges, hoists, elevators or temporary facilities are no longer needed and are removed and construction is completed. A Purchaser who closes title to his or her Unit during the course of construction of the Common Elements or other Units acknowledges that construction noise, vibration, fumes, odors, dust, debris, scaffolding, sidewalk bridges and other temporary interruption of services may affect Purchaser's enjoyment of the Unit and the Building during such period. With regard to the foregoing, in executing a Purchase Agreement, Purchaser acknowledges that Sponsor shall not be liable to Purchaser whatsoever or any third party in the event of non-completion of any item of construction on any projected date, any diminished view or any interruption of services facilities' and amenities in the Building. Furthermore, Sponsor makes no representation or warranty (express or implied) that any noise, odors, fumes or vibrations, if any, emanating from mechanical equipment belonging to the Condominium will not disturb occupants of the Units, and Sponsor shall have no liability whatsoever for any such disturbance to any Unit Owner or occupant.

(m) Sponsor has no obligation to make any repairs, improvements or decorations in or to the Property, the Units, the Building or the Common Elements except as otherwise expressly provided in the Plan. Sponsor agrees to complete new construction and to cause all mechanic's liens with respect to the new construction of the Building to be promptly discharged or bonded or to deliver any and all requested documents to the title company necessary to insure title to the Unit at no additional cost to Purchaser, if such mechanics lien creates a defect in title (all subject to Sponsor's rights to abandon the Plan).

(n) Each Unit and the fixtures and personal property contained therein, are being sold and delivered as described in the Plan, at the time of transfer of title to such Unit unless Sponsor and the Purchaser otherwise agree in writing. With respect to Units, upon receipt of the Initial Closing Notice, Purchaser shall arrange an appointment with a representative of Sponsor to inspect the Unit within 7 days prior to the Closing Date and shall execute at such time an Inspection Statement acknowledging the Purchaser's acceptance of the Unit in good condition and in accordance with the terms of the Plan. If Purchaser believes that the Unit has not been fully completed, then Sponsor or its designated representative and Purchaser will at the time of such execution agree upon and set forth in the Inspection Statement a list of the incomplete work to be completed by Sponsor following the Closing without provision for escrow. Sponsor's obligation under the Inspection Statement shall survive delivery of the deed to the Purchaser. The failure of Sponsor to complete the work under the Inspection Statement prior to Closing shall not be grounds for Purchaser to delay the Closing or to refuse to pay the full Balance of the Purchase Price at Closing. Purchaser shall be obligated to provide Sponsor and its contractors, sub-contractors agents and employees, unfettered access to the Unit and any Residential Limited Common Elements appurtenant thereto after Closing in order to complete the work on the Inspection Statement, failing which Sponsor shall be relieved of its obligations to complete the work set forth on the Inspection

Statement. Notwithstanding anything set forth in this paragraph (n), at such time as a temporary certificate of occupancy for the Unit is issued, Purchaser shall be obligated to close title to the Unit and pay the Balance of the Purchase Price at Closing.

(o) Article 36-B of the New York General Business Law ("Housing Merchant Implied Warranty Law") does not apply to this offering as the Building comprises more than 5 stories. Sponsor makes no other warranties, express or implied, in connection with this offering of the Units and all such warranties are excluded, except as provided in the limited warranty ("Limited Warranty") set forth in this Section. Sponsor's obligations, regardless of any limitations in any warranty or in the Plan, cannot go below the duty to construct the Building in accordance with all applicable codes and the Plans and Specifications, and any conflict between such disclaimers and Sponsor's obligations to construct the Building in accordance with all applicable codes and the Plans and Specifications shall be resolved in favor of the latter. Sponsor will correct, repair, or replace any and all defects relating to new construction of the Building, Common Elements or the Units or in the installation or operation of any appliances, fixtures, or equipment therein, or will cause the same to be corrected, repaired, or replaced, but only if:

(1) such defects are due to substantially improper workmanship or construction practices or the use of materials that are substantially and materially at variance with the Plans and Specifications for the same; and

(2) Sponsor is notified by the Condominium Board or the affected Unit Owner, as the case may be, of the same in accordance with the following, which notice shall be by certified mail, return receipt requested:

(i) with respect to any latent defect (that is, a defect that is not visually ascertainable) in the construction of a Unit, within 1 year of the earlier to occur of the (a) the Closing of Title to the Unit or (b) the commencement date of any agreement by which a Purchaser is permitted to occupy the Unit prior to Closing;

(ii) with respect to any patent defect (that is, a defect that is ascertainable through inspection) in the construction of a Unit within 6 months of the earlier to occur of the (a) the Closing of Title to the Unit, or (b) the commencement date of any agreement by which a Purchaser is permitted to occupy the Unit prior to Closing, provided, in each instance such patent defect is not caused by the Unit Owner or other occupant of the Unit;

(iii) with respect to any defects (patent or latent) in the construction of the Common Elements, within 1 year from the date of substantial completion of the portion of the Common Elements claimed to be defective. The issuance of a Temporary or Permanent Certificate of Occupancy covering such Common Elements shall be presumptive evidence that the construction of the Common Elements has been substantially completed.

The method of correcting any defect will be selected by Sponsor in its sole discretion. The quality of construction as to any such correction will be comparable to local standards customary in the particular trade or trades involved and will be in accordance with the Plans and Specifications.

Sponsor will be conclusively considered to have discharged any obligation that it may have with respect to the repair of a defect or replacement of a defective item, whether patent or latent, if:

a. Sponsor is not notified of the existence of such defect, in the manner and within the appropriate time period specified above;

b. The Condominium Board and/or Managing Agent and/or the Unit Owner fails to allow prompt access to the Unit in question by Sponsor or Sponsor's contractors or other professionals; or

c. Sponsor has corrected, or caused the correction of, the defect in accordance with the practice of the industry, as determined by Sponsor's general contractor, architect, or engineer, in their sole judgment.

d. Purchaser, Purchaser's tenant(s), contactor(s), employee(s), guest(s), agent(s) or any person or entity acting on behalf of Purchaser, through any act or omission is the cause of such defect or obstructs, delays, prevents or hinders Sponsor from gaining access to the Unit or to the area where the defect exists, to repair a defect or replace a defective item.

(3) This Limited Warranty is only available to the first Purchaser of the Unit and Sponsor shall have no liability to any subsequent purchaser with respect to any claimed defects relating to the construction of the Units, the Common Elements or the Building.

(p) Sponsor will not be obligated to correct, and will not be liable to the Condominium Board or any Unit Owner as a result of any defects in construction, or in the installation or operation of any mechanical equipment, appliances, other equipment, finishes, materials or fixtures (including appliances and bathroom fixtures) or any other condition:

(i) with respect to which assignable warranties or other undertakings (however denoted) from manufacturers, contractors, materialmen, or others which are assigned to the Condominium Board and/or any Unit Owner;

(ii) resulting from normal wear and tear, natural deterioration, normal settling (including, without limitation, cracks in crown molding, minor gapping in the flooring, uneven ceilings or floors, un-level surfaces with respect to counter and vanity tops, and floor buckling), deflection, expansion, swaying or shifting of the Building;

(iii) resulting from Purchaser's (i) failure to maintain such appliances, equipment, finishes, materials or fixtures in accordance with manufacturers' guidelines and specifications and (ii) renovations and/or alterations to a Unit or its appurtenant Limited Common Elements; or

(iv) that are not of a material nature, including, without limitation, the following:

a. death of trees or other landscape improvements, cracks in roof ballast, or concrete cracks that do not impair the structural soundness of the Building, including cracks or discoloration in concrete walls and paving, leaching or color variation in colored mortar, tiles or pavers, and brick, dimensional variations in brick joints, mortar droppings on bricks, ponding, and/or controlled drainage on roof and Terrace surfaces, Terrace tiles or pavers not laid flat, stained tiles or color variations in tiles or pavers, and cracks in pressure treated wood used, or intended for use, outside the Building;

b. protruding dry wall fastenings, nail pops, ridging on gypsum board, slight variations in gypsum board taping visible only under certain lighting conditions, walls not square, lumber shrinkage, painting defects, electrical plates not straight, slight separation between base and floor, variations in floor and ceiling levels, carpet or floor discoloring or stretching, variations in width, length, thickness, finish, or color range of wood floors, ceiling imperfections, and stains, runs, lumps, shags, or imperfections in weave in fabric panels;

c. door or window sticking due to weather, door warpage (including warpage of the main entrance door or Terrace door to a Unit within reasonable tolerances of doors of similar size, weight and quality), adjustment of bi-fold doors, and air and water infiltration from windows or Terrace doors in excess of industry standards;

d. variations in tone or color of interior and exterior natural materials or natural stone, including variations in tone or color of flooring, walls, countertops, backsplash, vanity tops or other natural stone, marble, ceramic or wood surfaces, slight scratches in plastic laminate, glass, the curtain wall, metal, vitreous china, natural stone, wood, stainless steel, porcelain or other surfaces, discoloration to hardware and plumbing finishes, cracked bath tile grouting, variation in grouting thickness, and misalignment of bathroom finishes;

f. variations in wood floor stains and finishes;

g. noise, vibrations or odors from normal plumbing, appliances, heating, air-conditioning, ventilating, mechanical equipment operation and elevator operation, and floor noises and creaking;

h. repair of chips, scratches, mars, breaks, dents, cracks, and other defects in any windows and window sashes or the curtain wall, sliding glass doors, shower doors, louvers, insulation attached to the curtain wall, electrical fixtures and globes, painted surfaces, sinks, tubs, basins, water closets, kitchen cabinets, backsplashes, and countertops, vanity tops and cabinets, tile or natural stone floors and walls, saddles, appliances, woodwork, millwork, doors, mirrors, and hardware;

i. normal wear, including chips, to passenger elevator cabs, cab doors, elevator door frames, cab panels, Unit doors and Unit door frames; and

j. pertaining to television, radio, internet or other telecommunication reception;

Notwithstanding the foregoing, Sponsor is obligated to construct the Building in accordance with the terms of the Plan and compliance with Law and Sponsor will be obligated to repair abnormal scratches in plastic laminate, vitreous china, natural stone, wood, porcelain and metallic surfaces by filing or refinishing the same not caused by the use of the Units by Unit Owners, but Sponsor will not be obligated to replace any such surfaces. Additionally, during the course of construction concrete cracks and/or chips of a material nature on the exterior façade of the Building may be repaired by Sponsor by field patching.

THE ITEMS AND CONDITIONS DESCRIBED ABOVE IN (IV) ARE NOT DEFECTS AND MAY BE FOUND IN ANY NEWLY CONSTRUCTED BUILDING. PURCHASERS WHO PURCHASE A UNIT IN THE BUILDING OR IN ANY OTHER NEWLY CONSTRUCTED RENOVATED BUILDING MAY EXPERIENCE SOME OR ALL OF THESE CONDITIONS IN THEIR UNITS OR THE COMMON ELEMENTS. SPONSOR HAS NO OBLIGATION TO CORRECT OR REPAIR ANY OF SUCH ITEMS AND CONDITIONS AND SHALL NOT BE LIABLE TO ANY PURCHASER OR CONDOMINIUM BOARD THEREFOR. IF PURCHASER OR CONDOMINIUM BOARD DESIRES TO CORRECT OR REPAIR ANY SUCH ITEMS OR CONDITIONS, TO THE EXTENT THEY CAN BE CORRECTED OR REPAIRED, THE PURCHASER OR CONDOMINIUM BOARD MUST PROCEED AT ITS SOLE COST AND EXPENSE AND/OR UTILIZE ANY WARRANTIES OR UNDERTAKINGS ASSIGNED TO IT BY SPONSOR.

(q) NOTHING CONTAINED IN THIS SECTION WILL BE CONSTRUED SO AS TO RENDER SPONSOR LIABLE FOR MONEY DAMAGES NOR SHALL PURCHASER OR THE

CONDOMINIUM HAVE ANY SUIT, CLAIM, CAUSE OF ACTION, OR DEMAND (WHETHER BASED ON NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, OR OTHERWISE), IT BEING INTENDED THAT SPONSOR'S SOLE OBLIGATION UNDER THE PLAN WILL BE TO REPAIR OR REPLACE ANY DEFECTIVE ITEM OF CONSTRUCTION UPON, AND SUBJECT TO, THE TERMS AND CONDITIONS SET FORTH ABOVE. ADDITIONALLY, EXCEPT AS EXPRESSLY SET FORTH ABOVE, SPONSOR WILL HAVE NO OBLIGATION TO CORRECT OR REPAIR ANY DEFECTIVE OR OTHER CONDITION IN THE BUILDING (INCLUDING IN THE UNSOLD RESIDENTIAL UNITS AND THE COMMON ELEMENTS) OR IN, OR WITH RESPECT TO, ITS INSTALLATIONS, APPARATUSES, FIXTURES, FINISHES, MATERIALS, AND APPURTENANCES. ASIDE FROM ANY SPONSOR WARRANTIES AND UNDERTAKINGS WITH RESPECT TO THE CONSTRUCTION AND COMPLETION OF THE BUILDING CONTAINED IN THIS SECTION, NO OTHER WARRANTIES OR UNDERTAKINGS SHALL BE IMPLIED. HOWEVER, NO SUCH DISCLAIMER OR LIMITATION OF LIABILITY ON SPONSOR'S PART SHALL APPLY TO SPONSOR'S OBLIGATIONS UNDER ALL APPLICABLE STATUTES, LAWS AND REGULATIONS.

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

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

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

(u) Sponsor will pay or cause to be paid all contractors, subcontractors and materialmen and all others involved in the new 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 Sponsor's construction thereof.

(v) No Closing of a Residential Unit will occur prior to the issuance of a Temporary or Permanent Certificate of Occupancy for the particular Unit. Sponsor will perform any work and/or supply any material necessary to obtain a Permanent Certificate of Occupancy.

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

(x) At or subsequent to the First Closing, Sponsor will deliver to the Condominium Board copies of the following documents, as applicable, and as otherwise in Sponsor's possession: (i) mechanical, electrical and plumbing drawings for the Building; (ii) operating and maintenance manuals for mechanical equipment; (iii) electronic system manuals; (iv) major equipment start-up sheets and control system as-built; and (v) original test and balance report for HVAC system.

(y) In accordance with Section 339-p of the Condominium Act, a registered architect or licensed professional engineer shall certify within reasonable tolerances that the Floor Plans are an accurate copy of portions of the Plans and Specifications of the 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 and, in addition, such architect or professional engineer shall make periodic inspections at various stages of construction to determine that the Building is built in accordance with the Plans and Specifications.

(z) Sponsor's obligations, regardless of any limitations in any warranty or in the Plan, cannot go below the duty to construct the Building in accordance with all applicable codes and the Plans and Specifications, and any conflict between any such disclaimers and Sponsor's obligation to construct the Building in accordance with all applicable codes and the Plans and Specifications shall be resolved in favor of the latter.

(aa) Sponsor will pay all Common Charges (once Common Charges have been assessed by the Condominium Board), Special Assessments and real estate taxes allocated to any Unsold Residential Units in accordance with the provisions of the By-Laws. Sponsor expects to have the financial resources to meet the aforesaid obligations and to fund same from income from projected sales, the rental or leasing of Unsold Residential Units and Sponsor's other financial resources. No bond or other security will be posted by Sponsor with respect to this obligation.

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

(cc) Pursuant to the provisions of Section 352-e of the New York General Business Law, copies of the Plan and all exhibits or documents referred to herein shall be available for inspection, by prospective Purchasers and by any person who shall have purchased a Residential Unit offered by the Plan or shall have participated in the offering of such Residential 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 Register's Office when the Declaration is recorded, and an additional set will be furnished to the Condominium Board.

(dd) Sponsor will deliver copies of all books of account and records pertaining to the Building's operation which are in Sponsor's possession to the Condominium Board.

(ee) In the event of the dissolution or liquidation of Sponsor or the transfer by Sponsor of seven (7) or more Residential Units or 20% or more of the total number of Residential Units in the Condominium, whichever is less, to a single Purchaser, Sponsor will provide financially responsible entities or individuals who will assume the status and all obligations of Sponsor for those Residential Units under the Plan and By-Laws.

(ff) The risk of loss to any Residential Unit by fire or other casualty until the Closing for such Residential Unit is assumed by Sponsor (unless and until Purchaser takes possession of the Residential Unit, at which time such risk, to the extent not covered by existing insurance, shall be assumed by Purchaser), but without any obligation or liability by Sponsor to repair or restore any such Residential

Unit. In the event of damage or destruction of a Residential Unit due to fire or other casualty prior to the Closing, but subsequent to the signing of a Purchase Agreement, provided Sponsor elects (which election shall be in its sole discretion as set forth in the Purchase Agreement) to repair or restore the Residential Unit, the Purchase Agreement shall continue in full force and effect, and, thereafter, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price for the Residential Unit. In such event, Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration, and any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Condominium Board and other Unit Owners, belong entirely to Sponsor. In the event of damage or destruction to any Residential Unit by fire or other casualty prior to the Closing, but subsequent to the signing of a Purchase Agreement, if Sponsor notifies Purchaser that it does not elect (which election shall be in its sole discretion) to repair or restore the Residential Unit or if such Residential Unit Owners do not resolve to make such repair or restoration pursuant to the By-Laws (see the Section entitled "Rights and Obligations of the Condominium Board/Summary of By-Laws"), the Purchase Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return the Deposit, together with any interest earned thereon and any Residential Unit Upgrade Funds, to Purchaser, whereupon Sponsor and Purchaser shall be released and discharged from all obligations and liability under the Purchase Agreement and the Plan; provided, however, if Purchaser is then in default under the Purchase Agreement (beyond any applicable grace period), Sponsor shall retain all such sums as and for liquidated damages.

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

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

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

(jj) In connection with the marketing and sales Unsold Residential Units, so long as Sponsor shall own one (1) Unsold Residential Unit, Sponsor and its Permitted Users shall have an easement for ingress and egress through all of the Common Elements to show prospective purchasers the Property.

Additionally, Sponsor shall have the right to display signs, banners and any other advertisements Sponsor deems necessary in its sole direction in any part of the Residential Section of the Property or Building, without the consent of the Condominium Board, Managing Agent or the Residential Unit Owners.

(kk) All representations under the Plan, all obligations pursuant to the General Business Law Section 352-e, and such additional obligations under the Plan which are to be performed subsequent to the Closing Date shall survive delivery of the deed.

(ll) Sponsor's zoning consultant has estimated that Excess Development Rights comprising approximately 13,259.18 square feet of residential "floor area,", as such term is defined in the Zoning Resolution, will remain upon completion of the Building. Such Excess Development Rights will be included in the Property and shall be the exclusive property of the Condominium and may be utilized, sold or otherwise transferred as permitted by Law; however, so long as the Sponsor owns a Residential Unit, it retains all rights and interests in the proceeds of the sale of such Excess Development Rights (and the CFU Owner has a right and interest to the same, but only to the extent of its pro-rata share, based upon its common interest in the Condominium). If any Excess Development Rights are transferred to an adjoining premises, the light and air of the Building and views from Units and/or Shared Common Courtyard may be affected. Notwithstanding the foregoing, Excess Development Rights may not be used to expand the size, height, bulk or density of any portion of the Property after the recording of the Declaration. (See the section of the Plan entitled "Rights and Obligations of Sponsor" and the Declaration in Part II of the Plan for details.)

Obligations of Sponsor under the Plan with respect to the Building and the Residential Units shall be enforceable by the Condominium Board on behalf of all Unit Owners. Obligations of Sponsor shall be enforceable by individual Unit Owners if either (i) the Condominium Board fails to take reasonable action to enforce such obligations within 120 days following the giving of notice of such claim by any Unit Owner to the Condominium Board or (ii) the applicable statute of limitations with respect to any claim by a Unit Owner which would otherwise be enforceable by the Condominium Board will expire during the aforesaid 120-day period.

Obligations of Sponsor under the Plan shall inure solely to the benefit of Purchasers of Residential Units directly from Sponsor and shall not inure to the benefit of any Purchaser or tenant upon the resale, assignment or subletting of a Residential Unit.

To the best of Sponsor's knowledge, as of the Filing Date of the Plan, Sponsor has sufficient resources to fund its obligations set forth in the Plan. Sponsor has not furnished any bond or other security for the performance of the obligations of Sponsor under the Plan. The ability of Sponsor to perform its obligations hereunder will partly depend upon its financial condition at the time it is called upon to perform. No representation is made that Sponsor will be financially able to perform any or all of such obligations. Unless expressly provided to the contrary herein, the obligations of Sponsor under the Plan shall survive the delivery of the respective deeds to the Residential Units to Purchasers.

In the event Sponsor is unable to perform its material obligations under the Plan, all sales will cease, Sponsor will promptly submit an amendment to the Plan setting forth its inability to perform such material obligations under the Plan, and will offer all Purchasers the right to rescind their Purchase Agreements within 15 days after the Presentation Date of the amendment. Any Purchaser electing rescission pursuant to the offer will have their Deposit and any interest accrued thereon returned, except for Residential Unit Upgrade Funds.

The foregoing sets forth the entire obligations of Sponsor hereunder and no others shall be implied, except that nothing contained herein shall be deemed to limit the rights of Residential Unit Owners under

their respective Purchase Agreements. Sponsor makes no representations or warranties other than as set forth in the Plan.

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

Use of Unsold Units

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

Sales Center/Model Unit

In no event shall the presence of any FFE in the Sales Center or any model unit imply or represent that any Residential Unit will contain such FFE upon delivery of the Residential Unit to Purchaser. The presence of FFE in the Sales Center or any model unit and the location, size and quantity of such FFE therein are only illustrative and will not be installed by Sponsor in any Residential Unit. The layout, size, dimensions, ceiling heights, views or other characteristics of the model rooms located in the Sales Center or any model unit are only illustrative of the style and feel of the Residential Units in the Building and may not correspond to the exact layout, size, dimensions, ceiling heights, views or other characteristics of any particular Residential Unit.

In no event shall the presence of any furniture, furnishings, finishes, equipment or decorations, wall coverings, window treatments and carpeting and the like ("FFE") in any portion of the Building set forth in any marketing materials and/or advertisements, and/or websites used in connection with the sales and marketing of the Residential Units imply or represent that any such FFE will be located within any portion of the Building. The presence of FFE in such marketing materials are for illustrative purposes only. In addition, marketing materials may designate or label or use nomenclature to describe certain Areas or rooms within Residential Units that differs from the designations utilized on the Floor Plans of the Residential Units set forth in Part II of the Plan or plans filed with the Department of Buildings, including, without limitation, closets, hallways, dens/media rooms and powder rooms. The use of such designations, labels or nomenclature is for marketing purposes only and does not obligate Sponsor to deliver such areas or rooms designed or fitted out in the manner depicted or implied in the marketing materials.

Sponsor's Easement Rights

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

and/or Permitted Users. Sponsor reserves the right to install additional fireplace flues, skylights and mechanical equipment on the roof of the Building.

Sponsor and its designee(s), so long as Sponsor owns at least one (1) Unsold Unit, shall have the right until the tenth (10^{th}) anniversary of the First Closing, to use, without charge, portions of the Building, including the Common Elements, for exhibitions, events, promotional functions.

Condominium Name

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

CONTROL BY SPONSOR

The Condominium Board shall initially consist of four (4) persons: one (1) designated, from time to time, by the CFU Owner, and three (3) elected by the Residential Unit Owners, or designated, from time to time, by Sponsor, as the case may be. Sponsor presently anticipates that the initial members of the Condominium Board shall be Abby Hamlin, Aaron Mederios and Roberta Axelrod, who shall serve as President, Vice President and Secretary/Treasurer, respectively. Each of these individuals is a principal of, or is affiliated with, Sponsor. Sponsor reserves the right to designate different individuals to serve on the initial Condominium Board in lieu of the above mentioned individuals. The initial Condominium Board shall conduct all affairs of the Condominium.

Sponsor will have voting control over the Condominium Board until the later to occur of (i) thirty (30) days after the Closing of Title with Purchasers under the Plan to Residential Units representing at least 80% in number of all Residential Units offered for sale, or (ii) five (5) years from the First Unit Closing ("Sponsor Control Period"). However, in no event shall the Sponsor Control Period extend beyond the date upon which all Residential Units have been sold and title thereto conveyed to purchasers. Sponsor reserves the right to relinquish voting control of the Condominium Board prior to the expiration of the Sponsor Control Period.

At meetings of the Unit Owners, Sponsor will have the right to vote all of the Common Interests attributable to the Unsold Residential Units as it sees fit. When voting for members of the Condominium Board, each Residential Unit Owner shall be entitled to cast one (1) vote for each .0001% of Common Interest attributable to the Residential Unit per Residential Member to be elected. However, at elections of members to the Condominium Board held during the Sponsor Control Period, Sponsor shall have the right to designate one (1) of the 3 Residential Members of the Condominium Board.

So long as Sponsor shall continue to own at least one (1) Unsold Residential Unit, Sponsor shall have the right to designate one (1) Residential Member to the Condominium Board, and shall have the right to vote its Common Interests attributable to the Unsold Residential Units for the remaining Residential Members of the Condominium Board.

Within thirty (30) days after the expiration of the Sponsor Control Period, and assuming the First Annual Meeting has not yet occurred, one (1) of the three (3) Residential Members of the Condominium Board who were designated by Sponsor shall resign and a replacement shall be filled by a vote of the Residential Unit Owners (including Sponsor) at a special meeting called for such purpose.

The number of members of the Condominium Board may not be increased or decreased without the consent of Sponsor for so long as Sponsor continues to own at least one (1) Unsold Residential Unit.

During the Sponsor Control Period, Sponsor will through its control of the Condominium Board have control of the maintenance and operation of, and the services to be provided by the Condominium, and will determine the Common Charges to be paid by all Unit Owners.

For so long as Sponsor continues to own at least 25% of the Common Interests of all Residential Units, but in no event later than 5 years after the First Closing, the Condominium Board may not take any of the following actions without Sponsor's prior written consent: (i) make any addition, alteration or improvement to the Common Elements, unless required by Law; (ii) assess any Common Charges or Special Assessments for the creation or replacement of, or the addition to, all or any part of a reserve, contingency or surplus fund in excess of 5% in the aggregate of the estimated Common Expenses for any one fiscal year of operation, provided the same does not violate Law, in which event the maximum assessment permitted hereunder shall equal the minimum required by Applicable Law; (iii) increase the number or change the type of employees of the Condominium from those budgeted for and described in the First Year Budget adopted by the Board in accordance with the By-laws; (iv) enter into any service or maintenance contracts for work, labor or services not covered in the First Year Budget; or (v) borrow money on behalf of the Condominium. Notwithstanding the foregoing, the Sponsor may neither exercise a veto over nor direct any Residential Member of the Condominium Board appointed or otherwise chosen by the Sponsor to vote against expenditures that: (a) conform to the First Year Budget and are for the period covered by the First Year Budget; or (b) are required to comply with Law, including to cure any notices of violations; or (c) are necessary to remedy any work order by an insurer which is the responsibility of the Board to remedy. However, and notwithstanding the foregoing, nothing shall prohibit Sponsor from directing any Residential Member appointed by Sponsor to vote in good faith against a specific contractor or contract for curing violations or completing any necessary work.

The First Annual Meeting will be held no later than thirty (30) days after the sooner to occur of (i) the first anniversary of the First Closing; or (ii) the Closing of Title with Purchasers under the Plan to Residential Units representing at least 50% in number of all Residential Units offered for sale.

BOARD OF MANAGERS

The affairs of the Condominium shall be governed by the Board of Managers (the "Board"). The term of office of the members of the Board shall be for one (1) year or until their successors are elected. Members of the Board shall serve without compensation. Any member of the Board may resign membership at any time by written notice hand delivered or sent by certified mail, return receipt requested, to the Board. Notwithstanding the term of such member's office, such resignation shall take effect at the time specified therein. (See the Section of the Plan entitled "Rights and Obligations of the Condominium Board/Summary of By-Laws" for details.)

The First Annual Meeting of Unit Owners will be held no later than thirty (30) days after the later sooner to occur of (i) the second first anniversary of the First Closing; or (ii) the Closing of Title with Purchasers under the Plan to Residential Units representing at least 50% in number of all Residential Units offered for sale.

Commencing with the First Annual Meeting, the Board shall consist of four (4) individuals: three (3) of whom shall be elected and/or designated in accordance with the terms of the By-Laws by the Residential Unit Owners (including the Sponsor) (collectively, the "Residential Members") and one (1) of whom shall be designated by the CFU Owner. The three (3) members of the Board elected by the Residential Members (or designated by the Sponsor, as the case may be) shall be deemed to constitute the "Residential Committee." The Residential Committee shall act as the good faith agent of the Residential Unit Owners.

A member of the Board representing the CFU Owner may be any individual over the age of eighteen (18) that the CFU Owner appoints. Except for members designated by Sponsor, all Residential Members of

the Board shall be either: (i) individual Residential Unit Owners (ii) individual Permitted Mortgagees; (iii) officers, directors, shareholders, partners, principals, members, trustees, employees, or beneficiaries of corporations, partnerships, limited liability companies, fiduciaries, or any other entities that are Unit Owners or Permitted Mortgagees; or (iv) family members of the foregoing. The number or composition of Condominium Board members may not be changed except in accordance with the procedures described in the By-Laws.

The CFU Member may be removed from the Condominium Board, with or without cause, only by the CFU Owner. Any Residential Member of the Condominium Board may be removed, with or without cause, by an affirmative vote of a majority of Residential Unit Owners who are present in person or by proxy at a meeting containing a quorum of Residential Unit Owners, provided, however, that any member of the Board designated by Sponsor (or a Sponsor Successor) may only be removed with cause by the Residential Unit Owners. The Sponsor (or Sponsor Successor) may remove any member the Sponsor (or Sponsor Successor) designated as a member of the Board, with or without cause and may designate the replacement for such member. A Residential Member who resigns or is removed from the Board is also deemed to have resigned or been removed from the Residential Committee. No member of the Condominium Board shall continue to serve on the Condominium Board if, during the term of office, such member shall cease to be a Unit Owner or an officer, director, shareholder, partner, principal, member, trustee, employee or beneficiary of a corporation, partnership, limited liability company, fiduciary or any other entities that own Residential Units, Permitted Mortgagees of the Residential Units, or family members of any of the foregoing; provided, however, that these provisions respecting Unit Ownership and occupancy, and Condominium Board membership, shall not apply to members of the Condominium Board designated by Sponsor and/or the CFU Owner.

Residential Members of the Board are elected at regular annual meetings of Unit Owners. The President may also call a special meeting if so directed by duly adopted resolution of the Board or upon receipt by the Secretary of a notice from two (2) Residential Unit Owners or the CFU Owner. All elections of Residential Board members are determined by plurality vote of the Unit Owners. The CFU Owner may not vote for any member of the Board except for the member it designates.

So long as Sponsor owns at least one (1) Unsold Residential Unit, Sponsor has the right to designate one (1) Residential Member to the Board. In addition, the Sponsor retains the right to vote for all remaining Residential Member positions for candidates who reside in the Building.

All officers and members of Condominium Board and employees of the Condominium will be insured at all times from and after the First Closing under directors and officers liability insurance in favor of the Condominium. The amount and cost of the insurance has been provided for in the First Year's Budget.

To the extent permitted by Law, no member of the Board shall have any personal liability with respect to any contract, act, or omission of the Board or any Managing Agent in connection with the affairs or operation of the Condominium (except in their capacities as Unit Owners). Neither the Board nor any Board member is liable, except when caused by bad faith acts or willful misconduct of the Board, for either (i) any service failure or interruption (e.g., utilities) obtained by the Board or paid for as a Common Expense; or (ii) any injury, loss, or damage to any individual or property occurring in either a Unit or the Common Elements, and either (a) caused by the elements or Person, or (b) resulting from electricity, water, snow, or ice that may leak or flow from a Unit or the Common Elements, or (c) arising out of theft.

All Units Owners shall severally, to the extent of their respective interest in their Units and their appurtenant Common Interests, indemnify each Board member and, with respect to Residential Unit Owners, Residential Committee member and against any liability or claim relating to, arising out of, or in connection with the Board or Residential Committee member's actions in his capacity as a Board or Residential Committee member, except those arising out of bad faith or willful misconduct.

The Board is required to obtain and maintain insurance, as described in the "Insurance" subsection of the "Rights and Obligations of the Condominium Board" Section of the Plan.

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

RIGHTS AND OBLIGATIONS OF UNIT OWNERS

Sales and Leases of Units

Each Residential Unit Owner may sell or lease the Residential Unit for terms of not less than six (6) months and not more than two (2) years, provided that the managing agent for the Condominium Board receives the name and address of the purchaser or the lessee (as the case may apply), within five (5) days of the acquisition by the purchaser or the commencement date of the lease (as the case may apply), as more specifically provided in the By-Laws. There is no "right of first refusal" for the benefit of the Condominium Board. Any deed given by a Unit Owner shall provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the Condominium Documents, as the same may be amended from time to time. The Condominium Board may not discriminate against any person on the basis of race, creed, color, sex, sexual orientation, gender identity, religion, military status, partnership status, disability, marital or family status, age, ancestry, national origin, lawful profession or other ground proscribed by Law.

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

A Residential Unit may not be sold or leased, financed or refinanced unless all unpaid Common Charges and liens against the Unit (other than Permitted Mortgages) are paid and/or satisfied at or prior to the sale or rental. In addition, the Condominium Board may implement "move-in" charges/fees in connection with the sale or rental of Residential Units, except with respect to Sponsor-owned Residential Units.

The Sponsor and the CFU Owner are each free to sell or lease all or any portion of an Unsold Residential Unit or the CFU (as the case may apply) without first notifying or obtaining the approval of the Condominium Board and without payment of any fee or charge to the Condominium Board or Managing Agent. Notwithstanding the foregoing, the CFU may not be sold or leased, financed or refinanced unless all unpaid Common Charges and liens against the CFU (other than Permitted Mortgages) are paid and/or satisfied at or prior to the sale or rental.

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

Use of Units and Common Elements and Storage Lockers

A Residential Unit shall be used as a residence only, but may be used as a professional or business office or for any permitted "home occupation" as defined in the Zoning Resolution of the City of New York as may be amended from time to time, or as defined by Law. No more than one family may occupy a Residential Unit at one time. A Residential Unit may not be used for (a) any illegal or pornographic purposes, or (b) as an establishment in which are provided sex related activities consisting of nude or semi-nude live performances, sex clubs, massage parlors, adult book stores, peep shows, or (c) as a homeless shelter or (d) as a drug or alcohol rehabilitation facility. Advertising, posting or listing Units for transient purposes is prohibited. A Residential Unit owned or leased by an individual, corporation, partnership, limited liability company, fiduciary or any other entity (including, but not limited to, embassies and consulates of foreign governments) may only be occupied by such individual, an officer, director, stockholder or employee of such corporation, a partner or employee of such partnership, a member of such limited liability company, the fiduciary or beneficiary of such fiduciary, a principal or employee of such other entity, respectively, or by Family Members and guests of any of the foregoing. A Residential Unit may be used for any other purpose, provided such use is permitted by, and complies with and does not violate the then existing Temporary or Permanent Certificate of Occupancy covering the Building, and the Condominium Board, in its sole discretion, grants permission for such use.

The CFU may be used for any lawful, non-hazardous purpose other than any (a) pornographic purposes; (b) as an establishment in which are provided sex related activities consisting of nude or semi-nude live performances, sex clubs, massage parlors, adult book stores, peep shows; (c) as a homeless shelter; or (d) as a drug or alcohol rehabilitation facility. The CFU may be used for any other purpose, provided such use is permitted by, and complies with, and does not violate, the then existing Temporary or Permanent Certificate of Occupancy covering the Building.

A Storage Locker (a Residential Limited Common Element) may be used only for the storage of personal effects of a Unit Owner, and in no event shall any food or other perishable item, or any flammable or explosive item or any item which would impose a health or safety threat or cause noxious odors, dirt or other sanitary problems or create a nuisance, or any item that is prohibited by law or by code, be stored therein.

Use and occupancy of the Residential Units (including but not limited to their appurtenant (i.e., as a Limited Common Elements)) Storage Lockers shall be subject to the Rules and Regulations of the Condominium, which may be amended by the Condominium Board from time to time.

All or any portion of the CFU may be used for any purpose permitted by Law, subject however to the provisions of the By-Laws.

Notwithstanding the foregoing, Sponsor may, without the permission of the Condominium Board or any Unit Owners: (a) use or grant permission for the use of any Unsold Unit as a professional office or for any other purpose, provided such use is permitted by Law, and does not violate the then existing Temporary or Permanent Certificate of Occupancy for the Building or any other governmental regulations; and (b) retain ownership of one or more Unsold Units for use as model Units and offices for the selling, leasing, management, operation and promotion of the Unsold Residential or for any other purpose, subject only to compliance with Law.

The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and capable and which are incident to the use and occupancy of Units.

No pets other than dogs, caged birds, cats, fish, small caged animals such as hamsters, rabbits and other typically caged reptiles such as turtles, snakes and lizards (which do not cause a nuisance, health hazard, unsafe or unsanitary condition) may be kept in a Residential Unit without the consent of the Board. Each Residential Unit Owner who keeps any type of pet will be required to: (a) indemnify and hold harmless

the Condominium, the Board, all Unit Owners and the Managing Agent from all claims and expenses resulting from acts of such pet; (b) abide by any and all Residential Rules and Regulations adopted by the Board with respect thereto including the number of such pets; and (c) obtain such insurance as the Board may require in connection with harboring a pet. Notwithstanding the foregoing, the Board shall not have the right to adopt a no-pet policy for the Building or to prohibit cats, dogs, fish, birds, small caged animals or caged reptiles. In no event shall any pet be permitted in any public elevator of the Building, other than an elevator designated by the Board or the Managing Agent for that purpose, or in any of the 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, Public Plaza or street adjacent to the Building. Each Unit Owner shall keep the Unit in a good state of preservation and cleanliness and each Unit Owner shall be obligated to maintain and keep in good order and repair the Unit in accordance with the provisions of the By-Laws and Law. The Rules and Regulations concerning the use of Residential Units may be amended from time to time by the Condominium Board provided that copies thereof are furnished to each Residential Unit prior to the time that such amendments become effective (except that no amendment thereof affecting the Unsold Residential Units or the CFU may be made unless agreed to in writing by Sponsor or the CFU Owner, as the case may apply).

Mortgaging of Units by Unit Owners

Each Unit Owner may mortgage a Unit without any restriction or limitation, provided that the Condominium Board is notified in writing of the name and address of the mortgagee.

As more particularly set forth in the Section entitled "Amendments to Condominium Documents," in certain instances the consent of the holders of Permitted Mortgages (or their representatives) is necessary in order to amend the Declaration, By-Laws or Residential Rules and Regulations.

Common Charges: Determination and Assessment

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

In the case of the CFU, the Condominium Board shall allocate Common Charges and Special Assessments to pay Common Expenses in a manner different from the allocation of Common Interests provided in Section 339-i of the Condominium Act. In accordance with Section 339-m of the Condominium Act, Common Expenses shall be specially allocated and apportioned based on special or exclusive use or availability or exclusive control of particular Units or Common Areas. Accordingly, unless otherwise agreed by a majority of the Condominium Board including the CFU Member, the only Common Charges and Special Assessments payable on account of the CFU shall be for the following Common Expenses, which be allocated to the CFU based upon the CFU's Common Interest subject to further limitation for certain Common Expenses to the extent indicated: (i) ten percent (10%) of the budgeted costs for the non-resident superintendent, which is the estimated portion of the non-resident superintendent's time devoted to the General Common Elements; (ii) ten percent (10%) of the electricity costs for the Common Elements, which is the estimated portion of the electricity costs applicable to the General Common Elements; (iii) the cost for repairs and maintenance to the Common Elements that are the responsibility of the Condominium: (iv) the cost of the maintenance agreement for the sprinkler system/ fire protective alarm system together with ten percent (10%) of miscellaneous supplies; (v) insurance premiums for the Condominium; (vi) the management

fee for the Condominium; (vii) legal and audit fees for the Condominium; (viii) fees for the administration for the Condominium; (ix) contingency fees for the condominium and (x) the portion of reserves allocated to the General Common Elements only in accordance with a reserve fund study. The Common Charges and Special Assessments payable by all other Unit Owners except the CFU Owner may also include such amounts as the Residential Committee may deem proper including such amounts as may be required for the purchase or lease by the Condominium Board of any Residential Unit whose Owner has elected to sell or lease such Unit or of any Unit which is to be sold at foreclosure or other judicial sale.

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

Delay in Collection of Common Charges

During the Sponsor Control Period, the Condominium Board shall have the right, in its sole discretion, to waive Unit Owner obligations to pay Common Charges from and after the First Closing for a period of time to be determined by the Condominium Board ("Waiver Period"). During such Waiver Period, Sponsor will timely pay all expenses of the Condominium, including but not limited to insurance premiums and reserve fund payments required by lenders. If the Condominium Board elects to waive payment of Common Charges pursuant to the foregoing, Sponsor shall disclose such waiver of Common Charges and the anticipated and/or actual period of time of such waiver of Common Charges in the closing notice(s) to Purchaser(s) and in the post-closing amendment to the Plan. Sponsor will notify all Unit Owners in writing of the expiration of the Waiver Period at least thirty (30) days prior to the commencement of the collection of Common Charges, and will disclose such fact in the following amendment to the Plan. Upon commencement of collection of Common Charges from all Unit Owners, there will not be any Assessment for any item set forth in the approved budget for the Condominium. The Sponsor shall remain obligated to update the budget for the Condominium as required by governing regulations.

The Condominium Board will furnish copies of each budget on which Common Charges are based to all Unit Owners and advise such Unit Owners of the amount of Common Charges payable by them. Unless otherwise determined by the Condominium Board, Common Charges will be payable monthly in advance on the first day of each month.

Common Charges: Collection and Lien for Non-Payment

Under the provisions of Section 339-z of the New York Real Property Law and the By-Laws, the Condominium Board, on behalf of all Unit Owners, will have a lien on each Unit for unpaid Common Charges, together with interest thereon, assessed against such Unit in proportion to the respective Common Interests. Pursuant to the provisions of Section 339-aa of the New York Real Property Law, during the Sponsor Control Period, Sponsor shall cause the Condominium Board to file a lien for unpaid Common Charges against any Unit owned by Sponsor in which Sponsor is more than 30 days in arrears. All such liens, however, to the extent permitted by Law, will be subordinate to the lien of any first Permitted Mortgage of record and to liens for real estate taxes on the particular Unit. Any lien for unpaid Common Charges against a Unit will be effective from and after filing of a verified notice thereof in the Register's Office until all sums secured thereby with interest accrued thereon shall have been fully paid, or until 6 years from the date of filing (unless foreclosure of such lien is started within such 6 year period), whichever shall occur sooner. The By-Laws provide that such liens may be foreclosed by a suit brought in the name of the Condominium Board (acting on behalf of all Unit Owners) in like manner as the foreclosure of a mortgage on real property or an action may be brought by the Condominium Board to recover unpaid Common Charges or

Special Assessments without foreclosing such lien. In addition, Unit Owners are obligated to pay a late charge of the greater of $150 per month or 4% of Common Charges and Special Assessments which remain unpaid for more than 10 days after the date when due, and interest at the rate of 2% per month of such unpaid amounts (less any "late charges" theretofore collected), plus all expenses of collection, including but not limited to attorneys' fees and costs. Notwithstanding the foregoing, the Residential Committee may establish its own alternate additional fees for late payments by Residential Unit Owners, whether such fees are more or less than the charges set forth herein; provided, however, that such alternate fees do not exceed the maximum amount permitted by law and provided further, that the alternative late fee requirements for Residential Unit Owner may not include a greater grace period than is provided to the CFU Owner or a lower percentage of the amount overdue than would be payable by the CFU Owner.

No Unit Owner may become exempt from liability for Common Charges by waiving use of any of the Common Elements or by abandonment of the Unit. No Unit Owner, however, will be liable for the payment of any part of the Common Charges subsequent to a permissible sale, transfer or other conveyance of the Unit. In addition, as more specifically set forth in the By-Laws, a Unit Owner may, by conveying the Unit without consideration to the Condominium Board and complying with certain conditions in connection therewith, become exempt from Common Charges thereafter accruing. Such conditions include the payment of all Common Charges and assessments then due and payable with respect to the Unit and such Unit being free and clear of all liens and encumbrances other than Permitted Mortgages.

On a resale of a Unit, the purchaser thereof will be liable for the payment of Common Charges accrued and unpaid against such Unit prior to acquisition. Prior to the permissible sale, transfer or other conveyance of a Unit, any seller or purchaser shall be entitled to a statement from the Condominium Board, setting forth the amount of the unpaid Common Charges accrued against the Unit and neither such seller nor such purchaser shall be liable for, nor shall the Unit be conveyed subject to a lien for, any unpaid Common Charges against such Unit accrued prior to such conveyance in excess of the amount set forth in such statement. In the event of a foreclosure by the Condominium Board of its lien on any Unit for unpaid Common Charges, if the net proceeds of the foreclosure sale shall be insufficient for the payment of such unpaid charges or if a Unit is acquired by a mortgagee or purchaser in foreclosure, the Unit Owner will remain liable for the unpaid balance. Neither (a) a Permitted Mortgagee acquiring title to a Unit at foreclosure sale, nor (b) a purchaser at a foreclosure sale shall be liable, and the Unit shall not be subject to a lien, for the payment of the Common Charges assessed prior to the acquisition of title to such Unit by such Permitted Mortgagee or Purchaser. However, such Permitted Mortgagee or purchaser at a foreclosure sale shall be liable for payment of all Common Charges after the acquisition of title to such Unit. The Condominium Board will have the right to assess such unpaid balance as a Common Charge among all Unit Owners.

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

Repairs to, and Maintenance of, Units and Common Elements

The Condominium Board shall be obligated to maintain the Property in accordance with standards for comparable first-class residential condominium projects. Generally, all painting, decorating, maintenance, repairs and replacements, whether structural or nonstructural, ordinary or extraordinary, (a) in or to any Unit (excluding Common Elements included therein except as otherwise provided in these By-Laws) and the entrance doors thereto shall be made by the owner of such Unit at such Unit Owner's sole cost and expense; (b) in or to the Residential Common Elements shall be made by the Condominium Board and the cost and expense thereof shall be charged to the Residential Unit Owners as a Common Expense; (c) in or to the General Common Elements will be made by the Condominium Board, and the cost and expense

thereof will be charged to the Unit Owners as a Common Expense; (d) in or to the Residential Limited Common Elements shall be made by the Residential Unit Owner or the Condominium Board at the option of the Condominium Board and the cost and expense thereof shall be either paid directly by the applicable Unit Owner or charged to the Residential Unit Owners who benefit from such Residential Limited Common Elements; and (e) in or to the CFU Common Elements shall be made by the CFU Owner at its expense.

Notwithstanding the above:

(1) In the event that any painting, decorating, maintenance, repairs or replacements to the Property or any part thereof is necessitated by the negligence, misuse or neglect of (a) any Unit Owner or any guest, agent, licensee, tenant or invitee of a Unit Owner, the entire cost thereof shall be borne by such Unit Owner; (b) the Condominium Board, the entire cost thereof (such cost to be the cost required to repair or replace the Property to at least the condition it was in at date such damage occurred to the extent covered by insurance and otherwise to original building standards in effect on the date of recording of the Declaration) shall be charged to the Unit Owners as a Common Expense; except, in all such cases, to the extent such cost is covered by the proceeds of any insurance maintained pursuant to the provisions hereof.

(2) The interior and exterior glass surfaces of all windows located in any Residential Unit shall not be colored or painted and the windows may not be modified, altered or replaced without the written consent of the Board. The Condominium Board may establish such other Residential Rules and Regulations as it deems necessary to protect the Condominium, the Common Elements and the health and safety of the occupants of the Building.

(3) The exterior surface of all windows in the Units, if so determined by the Condominium Board, shall be washed and cleaned by the Condominium Board and the cost and expense thereof shall be a General Common Expense. If the Board does not elect to clean the exteriors of Unit windows, the exterior of all windows in Units shall be washed or cleaned at the cost and expense of the applicable Unit Owner. In the event the Condominium Board determines to wash and clean the exterior surface of all windows, and the CFU Owner determines not to participate, the exterior surface of all windows in the Residential Units shall be washed and cleaned by the Board and the cost and expense thereof shall be a Residential Common Expense borne solely by the Residential Unit Owners. The interior glass surfaces of all windows located in any Unit shall be washed and cleaned by the Unit Owner or occupant thereof at such Unit Owner's sole cost and expense.

(4) The exterior of all front doors of Residential Units shall not be painted or decorated, except with the written consent of the Condominium Board.

Each Unit and all portions of the Common Elements shall be kept in first-class condition (and, with respect to any terrace, roof or other part of the Property exposed to the elements, free of snow, ice and accumulation of water) by the Unit Owner or the Condominium Board, as set forth herein, and such Unit Owner or Board, as the case may be, shall promptly make or perform, or cause to be made or performed, all maintenance work, repairs and replacements necessary in connection therewith. In addition, the public areas of the Building and those areas exposed to public view shall be kept in good, clean and neat appearance, in conformity with the dignity and character of the Building, by (a) the Condominium Board, with respect to such parts of the Building required to be maintained by it; (b) a CFU Owner, with respect to the windows and shades, venetian or other blinds, drapes, curtains or other window decorations in its Unit; and (c) each Residential Unit Owner, with respect to the windows and shades, venetian or other blinds, drapes, curtains or other window decorations in or appurtenant to such Unit Owner's Unit.

Any Residential Unit Owner having access to a Terrace shall ensure that drains are accessible and shall keep such Terrace free of snow, ice, leaves, accumulation of water and other debris at such Residential Unit Owner's sole cost and expense. In order to promote a consistent appearance of the Building from the outside, no Residential Unit Owner shall be permitted to enclose, erect a greenhouse and/or alter a Terrace

appurtenant to a Residential Unit in such a way that will alter the conformity of the Building, without the prior written approval of the Condominium Board. Additionally, the type, size and quantity of plantings and other installations to be placed on Terraces or in Gardens/Patios shall be subject to the prior written approval of the Condominium Board and shall be in compliance with Law.

The exterior and interior glass surfaces of all windows located in any Unit shall not be colored or painted and are to be washed and cleaned by such Unit Owner at such Unit Owner's sole cost and expense. The cleaning of the exterior portion of the glass surfaces of all windows must be performed by a professional window washing company. Any replacement of glass windows in any Unit because of breakage or otherwise shall be made by the such Unit Owner thereof at the sole cost and expense of the Unit Owner (unless such breakage is caused by the Condominium Board or the negligence of any other Unit Owner, in which event such replacement of glass windows will be at the sole cost and expense of the Condominium Board or such Unit Owner), including the expense of an exterior hoist if necessary. Notwithstanding the foregoing, prior to the replacement of any glass window the Unit Owner must obtain the prior written approval of the Condominium Board, with respect to the type of replacement windows installed.

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

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

The By-Laws further require that those public or other Areas of the Building exposed to public view that are required to be maintained by each Unit Owner or the Condominium Board, be kept in good appearance in conformity with the dignity and character of the Building by such Unit Owner or the Condominium Board, whichever is responsible for the maintenance thereof pursuant to the Condominium Documents.

Alterations, Additions and Improvements of Units and Common Elements

No Residential Unit Owner may make any structural alteration, addition, improvement or repair in or to the Residential Unit or its appurtenant Limited Common Elements, if any, without the prior written approval of the Residential Committee of the Condominium Board but, as more fully set forth in the By-Laws, this provision does not apply to an Unsold Residential Unit. No work may be performed by a Residential Unit Owner until a permanent certificate of occupancy for the Building has been obtained unless Sponsor and the CFU Owner shall expressly agree otherwise in writing.

To the extent that any alterations are commenced in a Residential Unit by a Residential Unit Owner prior to Sponsor's completion of any unfinished work Sponsor agreed to perform after the Closing of the Unit, Sponsor shall be relieved of completing all such work.

Sponsor and the CFU Owner shall each have the right, without the approval of the Condominium Board, Managing Agent, other Unit Owners, or representatives of holders of Permitted Mortgages on Units to: (a) make alterations additions, improvements, or repairs in or to their respective Units, whether structural

or non-structural, interior or exterior, ordinary or extraordinary, and (b) subdivide, combine and change the boundary walls of their respective Units. (See the Section of the Plan entitled "Changes in Prices and Units" for details.) Neither Sponsor nor a Permitted Mortgagee (nor its designee or assignee) of Sponsor shall be required to or enter into any alteration agreement with respect thereto.

Prior to, and as a condition of, the granting of its consent to the making of a structural alteration, addition, improvement or repair in or to a Residential Unit, or its appurtenant Limited Common Elements each Residential Unit Owner is required by the By-Laws to (i) obtain the written approval of the Residential Committee of the Condominium Board, (ii) obtain the written approval of the Condominium Board of the Residential Unit Owner's contractors and suppliers, (iii) obtain such insurance as the Condominium Board may require, (iv) agree to indemnify Sponsor, the Condominium Board, Managing Agent and the other Unit Owners against any liability arising from such alterations, additions, improvements or repairs, (v) agree to pay and reimburse the Condominium Board for all architectural, engineering, legal and other fees incurred in connection with such alterations, additions, improvements or repairs, (vi) execute and enter into an alteration agreement, in form and substance prepared by the Condominium Board, setting forth the terms and conditions under which such alterations, additions, improvements or repairs, may be made, including without limitation, the days and hours during which any work may be performed, and (vii) agree to pay a fee to the Managing Agent for processing such alteration applications. In connection with such alterations, additions, improvements and/or repairs, each Residential Unit Owner shall employ only such laborers and other workers as shall not conflict with any other workers employed in the Building or otherwise cause disharmony with any Building service union as determined by the Condominium Board in its sole and absolute discretion. Unit Owners shall not be permitted to engage any Building staff or any contractors or sub-contractors engaged by either the Condominium Board or Sponsor unless expressly agreed to in writing by the Condominium Board or Sponsor unless expressly agreed to in writing by the Condominium Board or Sponsor. Under no circumstances shall a Unit Owner be allowed to commence any work until all of the conditions set forth above have been complied with. Any failure to meet these conditions shall be a default by Unit Owner under the Condominium Documents.

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

No application or other document shall be filed with any governmental authority for a permit covering an addition, alteration, improvement or repair to be made in a Residential Unit, unless approved and executed, if necessary, by the Condominium Board. The Condominium Board will not unreasonably refuse to approve and execute, if necessary, any application or other document required to be filed in connection with approved structural alterations, additions, improvements or repairs, provided that the Condominium Board and the Residential Unit Owners shall not be subject to any expense or liability by reason of such approval and execution or, by reason of such addition, alteration or improvement, including, without limitation, liability to any contractor, subcontractor, materialmen, architect or engineer, or to any person having any claim for injury to person or damage to property arising therefrom. The provisions of this paragraph shall not apply to an Unsold Residential Unit, provided any alteration to such Unsold Residential Unit shall be in accordance with, and only as permitted by, the Condominium Act and Law.

Insurance

The Condominium Board is required to obtain and maintain the forms of insurance described in the Section of the Plan entitled "Rights and Obligations of the Condominium Board/Summary of By-Laws." The Condominium Board is not required to obtain or maintain any insurance with respect to any property contained in any Unit or any liability with respect to occurrences in or about each Unit or its Limited Common Elements. Consequently, all Unit Owners are required to obtain casualty insurance with respect to the Unit, including, without limitation, the flooring, fixtures, furniture, furnishings and personal property

located within the Unit, any Residential Limited Common Elements appurtenant thereto (including but not limited to any Storage Lockers) and liability insurance with respect to occurrences in or about the Unit, any Residential Limited Common Elements appurtenant thereto (including but not limited to any Storage Lockers). All such certificates of insurance shall name the Condominium Board, the Condominium (and its managing agent), and Sponsor as additional insureds and shall be delivered to the Condominium at the Closing of Title to the Unit. All such policies shall contain waivers of subrogation, if available, and the liability of the carriers issuing insurance obtained by the Condominium Board shall not be affected or diminished by reason of such additional insurance carried by any Unit Owner. Additionally, the Condominium Board shall have the right to require that such policies include flood insurance coverage, in amounts determined by the Condominium Board in its sole discretion.

Rights of Access

Each Unit Owner shall grant a right of access to its Unit to the Condominium Board, the Managing Agent, the superintendent and/or any other person authorized by any of the foregoing for the purpose of: making inspections of, or removing violations noted or issued by any governmental authority against the Common Elements or any other part of the Property; curing defaults (under the Bylaws or its Residential Rules and Regulations or under the Declaration) by such Unit Owner; correcting any conditions originating in such Unit Owner's Unit or any other Unit in the Building; or correcting any condition that violates the provisions of any Permitted Mortgage covering another Unit; provided, however, that requests for any such access to a Residential Unit are made not less than twenty-four (24) hours in advance. Any such right shall be exercised in such a manner as will not unreasonably interfere with the normal conduct of business by the Unit Owner, tenants and occupants of the Unit or with the use of the Unit for its permitted purposes except as required in an Emergency Situation. No access shall be permitted to the CFU except on at least five (5) business days' notice or as otherwise reasonably approved by the CFU Owner and then, if the CFU Owner has commenced to cure the violation cited in the notice and continues diligently to complete same, no access shall be permitted by the Condominium Board to do work in the CFU. In case of an Emergency Situation, however, such right of entry shall be immediate, without advance notice, whether or not the Unit Owner is present.

Each Residential Unit Owner shall grant a right of access to such Unit Owner's Unit, and the Condominium Board shall grant rights of access to the Common Elements, including Residential Limited Common Elements, to Sponsor and its contractors, subcontractors, architects, engineers, agents and employees, for the purpose of fulfilling the obligations of Sponsor as set forth in the Offering Plan; provided that access thereto shall be exercised upon reasonable notice during reasonable hours in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes.

Compliance with Condominium Documents

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

Examination of Books and Records

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

Self-Help

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

General

All restrictions and prohibitions, set forth herein with regard to the use of Residential Units and their appurtenant Limited Common Elements shall not apply to Sponsor or any principal of Sponsor owning or leasing such Residential Unit.

Purchasers should refer to the Section of the Plan entitled "Non-Residential Units" for a summary of additional rights and obligations of the CFU Owner.

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

Condominium Board

The affairs of the Condominium shall be governed by the Board of Managers (the "Board"). The Board shall consist of four (4) individuals: three (3) of whom shall be elected and/or designated in accordance with the terms of the By-Laws by the Residential Unit Owners (including Sponsor) (collectively, the "Residential Members") and one (1) of whom shall be designated by the CFU Owner. So long as Sponsor owns at least one (1) Unsold Residential Unit, Sponsor shall have the right to designate one (1) Residential Member. The term of office of the members of the Board shall be for one (1) year or until their successors are elected. Members of the Board shall serve without compensation. Any member of the Board may resign membership at any time by written notice hand delivered or sent by certified mail, return receipt requested, to the Board. Notwithstanding the term of such member's office, such resignation shall take effect at the time specified therein.

Powers and Duties of and Determinations by the Condominium Board

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

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

Notwithstanding anything to the contrary contained herein, so long as Sponsor continues to own at least twenty-five percent (25%)of the common interests of all Residential Units, but in no event later than five (5) years after the First Closing, the Condominium Board may not, without Sponsor's prior written consent: (a) make any addition, alteration, or improvement to the Common Elements or to any Unit; (b) assess any Common Charges or Special Assessment for the creation of, addition to, or replacement of, all or part of a working capital, reserve, contingency, or surplus fund; (c) increase or decrease the number, or change the kind of employees from that described in the First Year's Budget; (d) enter into any service or maintenance contract for work or otherwise contract for work or services in excess of those set forth in the First Year's Budget, except as is required to reflect normal annual increases in operating services; (e) borrow money on behalf of the Condominium; provided, however, that (x) Sponsor may not diminish or eliminate services or facilities or any line items set forth in the First Year's Budget; and (y) Sponsor's written consent is not

necessary to perform any function or take any action described in clauses (a) through (e) above, if, and only if, the performance of such function or the carrying out of such action is necessary, and no alternatives are available, to enable the Condominium Board to: (i) comply with Law; or (ii) remedy any notice of violation; or (iii) remedy any work order of the Condominium's insurer; or (iv) to ensure the health and safety of the occupants of the Building.

Meetings and Votes of Unit Owners

Commencing with the First Annual Meeting, the Board shall consist of four (4) individuals: three (3) of whom shall be elected and/or designated in accordance with the terms of the By-Laws by the Residential Unit Owners (including Sponsor) (collectively, the "Residential Committee" or "Residential Members") and one (1) of whom shall be designated by the CFU Owner. The three (3) members of the Board elected by the Residential Members shall be deemed to constitute the Residential Committee. The Residential Committee shall act as the good faith agent of the Residential Unit Owners.

Residential Members of the Board are elected at regular annual meetings of Unit Owners. The President may also call a special meeting if so directed by duly adopted resolution of the Board or upon receipt by the Secretary of a notice from two Residential Unit Owners or the CFU Owner. All elections of Residential Board members are determined by plurality vote of the Unit Owners. The CFU Owner may not vote for any member of the Board except for the member it designates.

So long as Sponsor owns at least one (1) Unsold Residential Unit, Sponsor has the right to designate one (1) Residential Member to the Board. In addition, the Sponsor retains the right to vote for all remaining Residential Member positions for candidates who reside in the Building.

At all meetings, each Unit Owner (or their proxy) is entitled to vote thereat (including Sponsor or its designees with respect to Unsold Units) shall be entitled to cast one vote for each .0001% of Common Interest attributable to the Unit.

Officers

The principal officers of the Condominium shall be a President, a Secretary and a Treasurer. The President shall be a Residential Member elected by the Residential Committee. After the Initial Control Period, the President must be an individual Residential Unit Owner residing in a Residential Unit.

Subject to the By-Laws, all officers shall be appointed to the Board for a one-year term. Any officer may hold more than one office; except the President and Treasurer may not be the same individual. The Residential Committee may appoint officers in the same manner the Board appoints such officers, and if appointed, the officers will serve similar functions as do the corresponding Board members.

The Board may appoint a Vice President, an Assistant Treasurer, an Assistant Secretary, and such other officers as in its judgment may be desirable. These officers need not be employed by or affiliated with Unit Owners. So long as Sponsor (or any Successor Sponsor) owns at least one (1) Unit, Sponsor (or such Successor Sponsor) has the right to appoint one (1) or more Assistant Vice President. Such Assistant Vice Presidents shall have the authority to take any actions, including but not limited to executing documents, necessary to allow Sponsor to fully exercise its rights under the Declaration.

Repair or Reconstruction after Fire or Other Casualty

In the event that the Building or any part thereof is damaged or destroyed by fire or other casualty, the Condominium Board will, except as set forth below, arrange for the prompt repair and restoration thereof

(including each Unit, but excluding fixtures, furniture, furnishings or other personal property not constituting a part of such Unit).

If only one Unit (or any part of the Unit) is destroyed or damaged by fire or other casualty and if the net insurance proceeds are less than, or exceed, the cost of repairs and restoration, that Unit Owner will bear the entire amount of the deficit, or shall receive all of the surplus, as the case may be. Unless the Unit Owners have elected not to restore the Building as provided in the By-Laws, damage or destruction to a Unit or Limited Common Element as a result of fire or other casualty must be promptly repaired and reconstructed by the owner of the affected Unit. If a Unit Owner fails to repair or reconstruct such Unit Owner's Unit, the Board may repair or reconstruct the Unit and the resulting costs will be charged to the defaulting Unit Owner as a Special Assessment.

Repair or reconstruction that involves the Common Elements is the Board's obligation. If the fire or other casualty damages or destroys the CFU, Residential Units, and the Common Elements (or any combination thereof), then any deficit or surplus in insurance proceeds is borne or shared by all Units Owners in proportion to their respective Common Interests in the proportion that the cost of repairing the damage ore destruction to each Unit and Common Elements, as the case may be, bears to the total cost of repairing all damage or destruction. However, if said damage or destruction affects only the Common Elements, then any deficit or surplus in insurance proceeds is borne as a Common Expense or profit, respectively, or shared by all Unit Owners in proportion to their respective Common Interests. If sad damage or destruction affects only the Residential Common Elements, then any deficit or surplus in insurance proceeds is borne as a Common Expense or profit, respectively, or shared by all Residential Unit Owners in proportion to their respective Residential Common Interests. Any surplus payable to any Unit Owners under the By-Laws is reduced by amounts required to reduce unpaid liens (other than mortgages that are not Permitted Mortgages) on any such Unit in the order or priority of such liens.

If 75% or more of the Building is destroyed or substantially damaged by fire or other casualty and if 75% or more in Common Interest of all Unit Owners do not promptly resolve to proceed with the repair or restoration thereof, the Building will not be repaired and the Property shall be subject to an action for partition instituted by any Unit Owner or lienor, as if owned in common, in which case the net proceeds of sale, together with the net proceeds of insurance policies, shall be divided among all Unit Owners in proportion to their respective Common Interests, provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of the Unit Owner's share of such funds such amounts as may be necessary to discharge all unpaid liens on the Unit (other than mortgages which are not Permitted Mortgages) in the order of the priority of such liens. Any action to terminate the legal status of the Condominium after substantial destruction requires the agreement of mortgagees that represent at least fifty-one percent (51%) in Common Interest of the owners of all those Units subject to the mortgages.

Insurance

The Board is required to obtain and maintain, to the extent obtainable, the following insurance: (a) fire insurance with all risk extended property coverage, vandalism and malicious mischief endorsements, insuring the entire Building, together with all service machinery contained therein and covering the interests of the Condominium, the Board, the Residential Committee, all Unit Owners and their Permitted Mortgagees, as their respective interests may appear, in an amount equal to the full replacement value of the Building (exclusive of foundation and footings); said policies shall contain a New York standard mortgagee clause in favor of each Permitted Mortgagee, which shall provide that the loss, if any, thereunder shall be payable to such Permitted Mortgagee as its interest may appear, subject, however, to the loss payment provisions hereinafter set forth; (b) loss of income insurance (Common Charges); (c) worker's compensation and New York State disability benefits insurance; (d) boiler and machinery insurance; (e) plate glass insurance to the extent, if any, determined by the Board to be necessary; (f) water damage insurance to the extent, if any, determined by the Board to be necessary; (g) elevator

liability and collision insurance; (h) fidelity insurance covering the Board and all officers, directors, Managing Agents and employees of the Condominium; (i) directors' and officers' liability insurance; (j) CFU umbrella insurance; and (k) such other insurance as the Board may from time to time determine to be necessary or appropriate. The Board shall be required to obtain flood insurance to the extent required by FHA or similar guidelines. (Assuming the Condominium is located outside of a 100 year flood plain area, as is believed, the Board shall cooperate with a mortgage lender in obtaining a final Letter of Map Amendment or with a final Letter of Map Revision as applicable). The premiums for all insurance referred to above and for the liability insurance referred to below shall be a Common Expense and shall be borne by the Unit Owners in accordance with percentage of Common Interest.

The Board is also required to obtain and maintain comprehensive general liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Property, in such limits as the Board may from time to time determine, covering the Board, the officers thereof, the Managing Agents thereof, the employees of the Board and the Condominium, each Board member and each Unit Owner; except that such policy will not cover liability of a Unit Owner arising from occurrences within such Unit Owner's Unit or within the Residential Limited Common Elements allocated to one or more specified Units or CFU Limited Common Elements, if any, appurtenant to such Unit Owner's Unit. The Board will review such limits once each year. This insurance will also cover cross-liability claims of one insured against another.

Liability of the Condominium Board and Unit Owners

To the extent permitted by Law, no member of the Board is personally liable with respect to any contract, act, or omission of the Board or any Managing Agent in connection with the affairs or operation of the Condominium (except in their capacities as Unit Owners). Neither the Board nor any Board member is liable, except when caused by bad faith acts or willful misconduct of the Board, for either (i) any service failure or interruption (e.g., utilities) obtained by the Board or paid for as a Common Expense; or (ii) any injury, loss, or damage to any individual or property occurring in either a Unit or the Common Elements, and either (a) caused by the elements or Person. Or (b) resulting from electricity, water, snow, or ice that may leak or flow from a Unit or the Common Elements, or (c) arising out of theft.

Every contract made by the Board, the Residential Committee (or any Managing Agent of either), will state that it is made by the Board, Residential Committee, or Managing Agent only as agent for the applicable Unit Owners, and that the members of the Board, Residential Committee, or such managing Agent shall have no personal liability on the contract.

All Units Owners shall severally, to the extent of their respective interest in their Units and their appurtenant Common Interests, indemnify each Board member and, with respect to Residential Unit Owners, Residential Committee member and against any liability or claim relating to, arising out of, or in connection with the Board or Residential Committee member's actions in his capacity as a Board or Residential Committee member, except those arising out of bad faith or willful misconduct.

Records, Audits, and Reports to Unit Owners

The Board (or Managing Agent, if any) will keep detailed records of the Board's actions, minutes of the Board and Unit Owner meetings, and financial records and books of account with respect to the Board's activities. Within four (4) months after the end of each fiscal year, the Board will submit to the Unit Owners an annual report of receipts and expenditures prepared and certified by an independent certified public accountant.

Amendments to Condominium Documents

All proposed amendment to the Condominium By-Laws must be submitted to all Unit Owners not less than ten (10) business days in advance of the date (i) the amendment is sought to be submitted to the Department of Finance for review (if it is an amendment that requires Department of Finance review and approval) or (ii) if the amendment is to be submitted to the New York City Register for recording (if no Department of Finance review and approval is required). Either the Residential Committee or the CFU Owner shall have ten (10) business days to object to the proposed amendment. Objections shall be based upon a determination that the amendment materially and adversely impacts a Unit or Unit Owner, and shall be itemized with the basis for objection specified. Failure to object to the foregoing shall mean the amendment is deemed approved by the Residential Committee or the CFU, as the case may be.

Except as specifically provided in the By-Laws or in the Declaration with respect to amendments, affecting Sponsor or any Unsold Residential Units or the CFI or the CFU Owner, (a) any provision of these By-Laws may be added to, amended, modified or deleted by the vote of at least 66-2/3% in number and in Common Interest of all Unit Owners taken in accordance with the provisions of the By-Laws, provided, however, that the Common Interest appurtenant to each Unit as expressed in the Declaration shall not be altered without the written consent of all Unit Owners directly affected.
Subject to the provisions contained in the By-Laws or in the Declaration with respect to amendments affecting Sponsor, Permitted Mortgagees, any Unsold Residential Units, or the CFU Owner, any such amendment must be executed by the Board, as attorney-in-fact for all Unit Owners, coupled with an interest, which Board is hereby authorized by such Unit Owners so to act as their attorney-in-fact.
Notwithstanding the foregoing and subject to the provisions contained herein or in the Declaration with respect to amendments affecting Sponsor, any Unsold Residential Units, the CFU or the CFU Owner, By-Law's Amendment provisions may not be amended unless eighty percent (80%) in number and in Common Interest of all Unit Owners affected thereby approve such amendment in the manner set forth above.

Termination of Condominium

The Condominium shall continue and the Property shall not be subject to an action for partition (unless terminated by casualty loss, condemnation or eminent domain, as more particularly provided in the By-Laws) until such time as withdrawal of the Property from the provisions of the Condominium Act is authorized by a vote of 100% of all Unit Owners, both in number and in aggregate Common Interests. No such vote shall be effective without the written consent of the holders of Permitted Mortgages, if any, which consent shall not be unreasonably withheld or delayed. In the event that such withdrawal is so authorized, but only in such event, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of the sale shall be divided among all Unit Owners in proportion to their respective Common Interests; provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of such Unit Owner's share of such net proceeds, all liens on the Unit Owner's Unit, in the order of priority of such liens.

Units Acquired by Condominium Board

Units acquired or leased by the Condominium Board or its designee shall be held by the Condominium Board, or its designee, on behalf of all Unit Owners and the rent or Purchase Price, closing costs and adjustments payable in connection therewith shall be assessed against all Unit Owners. No Units held by the Condominium Board shall carry any voting rights.

The purchase of any Unit by the Condominium Board on behalf of the Unit Owners, may be made from the funds deposited in the capital and/or expense accounts of the Condominium Board. If the funds in such account are insufficient to effectuate any such purchase, the Condominium Board may levy an

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

Real Estate Taxes, Water Charges, and Sewer Rents

Except to the extent real estate taxes, water charges, and sewer rents are billed directly to Unit Owners, the Board shall promptly pay such taxes, charges, and rents as a Common Expense. If a water meter measures the water consumption to an individual Unit only, the owner of that Unit must pay the cost of such water consumption.

Repairs and Maintenance

The Board must maintain the Property in accordance with standards for comparable first-class, residential condominium projects.

Except as otherwise provided in the Declaration or the By-Laws, the Board is responsible for all painting, decorating, maintenance, repairs, and replacements (whether structural or nonstructural, ordinary or extraordinary) in or to the General Common Elements and the Residential Common Elements. The Board will charge the cost of such maintenance and repairs (a) to the General Common Elements to the Unit Owners as a Common Expense, and (b) to the Residential Common Elements to the Residential Unit Owners as a Residential Common Expense. The Board will also repair and maintain the Residential Limited Common Elements and charge the cost of such repairs and maintenance to the Residential Unit Owners who benefit from such Residential Common Elements. Finally, the CFU Owner will repair and maintain the CFU Common Elements and CFU Limited Common Elements (if any). The Unit Owners must perform the repairs and maintenance in or to any Unit (excluding Common Elements except as otherwise provided in the By-Laws) and the entrance doors to the Units, at such Unit Owner's sole cost and expense.

If a Unit Owner (or any guest, agent, licensee, tenant, or invitee of a Unit Owner), through negligence, misuse, or neglect, causes the need for repairs or maintenance, such Unit Owner is responsible for the costs of the repairs or maintenance. If the Board's negligence, misuse, or neglect causes the need for the repairs or maintenance, the costs of the repairs or maintenance will be charged to the Unit Owners as a Common Expense (unless the costs are covered by insurance proceeds).

The Board may wash and clean the exterior surface of all windows in the Units. Board will charge the costs of washing and cleaning the windows to the Unit Owners as a Common Expense (i.e., borne solely by the Unit Owners). However, the CFU Owner may elect not to participate in the same, and the Board shall restrict such washing and cleaning to the Residential Unit windows, and will charge the costs therefor as a Residential Common Expense. Otherwise, the exterior of all windows in the Residential Units will be washed or cleaned at the applicable Residential Unit Owner's cost and expense. The interior glass surfaces of all windows located in any Unit and the exterior glass surfaces of all windows located in the CFU Units shall be washed and cleaned by the Unit Owner or occupant thereof at such Unit Owner's sole cost and expense.

The Amended and Restated Declaration and By-Laws

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

INCOME TAX DEDUCTIONS TO RESIDENTIAL UNIT OWNERS AND TAX STATUS OF THE CONDOMINIUM

The following discussion of certain income tax consequences of the ownership of Residential Units by Purchasers who use such Residential Units as a personal residence was prepared by Sponsor based, in part, upon the income tax opinion of Lewis C. Taishoff, Esq. tax counsel to Sponsor ("Tax Counsel"), a copy of which is set forth in Part II of the Plan.

TAX COUNSEL IS COUNSEL TO SPONSOR AND NOT THE RESIDENTIAL UNIT OWNERS. EACH PURCHASER SHOULD CONSULT PURCHASER'S OWN TAX COUNSEL AS TO THE TAX CONSEQUENCES OF RESIDENTIAL UNIT OWNERSHIP UNDER THE PLAN.

Income Tax Deductions to Residential Unit Owners

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

It is the opinion of Tax Counsel that a Residential Unit Owner who uses the Residential Unit as a personal residence will, under present Law, for Federal, New York State and New York City income tax purposes, be entitled to a deduction for mortgage interest and real estate taxes in the year paid in the case of cash basis taxpayers or accrued in the case of other taxpayers, subject to certain exceptions and limitations which are more particularly discussed in the Attorney's Income Tax Opinion. Purchasers should note that deductions, if applicable, may vary in future years due to changes in the interest rate or the Residential Unit Owner's mortgage or from changes in the allocation of the constant debt service payments to interest and principal, or due to changes in real property taxes resulting from the expiration of real estate tax benefits, or from changes in the assessed value, the tax rate or the method of assessing real property. Purchasers who are individuals should note that mortgage interest is deductible generally only with respect to (1) secured debt used to acquire, construct or substantially improve a principal or second residence (or which constitutes a refinancing of such debt) (up to a total indebtedness of $1 million, $500,000 for married tax payers filing separately) plus (2) other debt (not in excess of $100,000) secured by a principal or second residence. Interest on home mortgage debt in excess of these limitations would not be deductible. In addition, Residential Unit Owners should note that special limitations may apply to the deductibility of points and prepaid interest, if any, on their mortgage loans and to the overall allowance of itemized deductions.

Tax Status of the Condominium

As discussed in the Attorney's Income Tax Opinion, the Condominium should meet the requirements for qualification as a "homeowners association," under Internal Revenue Code Section 528 and accordingly, may elect not to be subject to Federal income tax on amounts received as membership dues, fees or assessments from Unit Owners.

If such an election is made, the Condominium will remain liable for Federal income tax on any taxable income it may have from other sources such as interest earned on any reserve fund (less expenses directly connected with the production of such income).

If the Condominium does not qualify as a "homeowners association," or if it does but chooses not to make the necessary election, it will be taxable as a partnership or corporation for Federal and New York State

income tax purposes. Tax Counsel recommends that the Condominium file Form 8832 within 75 days of its formation so it will be taxable as a corporation for federal income tax purposes.

The qualification of an organization as a "homeowners association" is determined annually at the close of each taxable year, and it is possible that if the Condominium does not qualify in one year, it may nevertheless qualify in one or more future years.

No warranties are given that the Internal Revenue Service, the New York State Department of Taxation and Finance or the Finance Administration of the City of New York will allow the aforementioned deductions for mortgage interest and real estate taxes. There is also no assurance that the tax laws or the regulations or rulings issued thereunder, or any judicial interpretation thereof upon which Tax Counsel bases its opinion, will not change. In addition, none of the aforesaid give any warranties with respect to the tax consequences of the Plan or the tax consequences of ownership of any Residential Units offered under the Plan, and no one has been authorized to give any warranties.

REAL ESTATE TAXES

Prospective purchasers are advised to review Footnote (6) of "Schedule A – Purchase Prices of Units and Related Information" for details concerning real estate taxes for the First Year of Condominium Operation. The information contained therein is based on the real estate tax projection opinion prepared by Tuchman, Korngold, Weiss, Leibman & Gelles, LLP ("Real Estate Tax Counsel"), as set forth in Part II of the Plan.

It is estimated that the aggregate real estate taxes payable with respect to all Residential Units for the First Year of Condominium Operation will total approximately $486,000, assuming (a) an estimated taxable assessed valuation for the Residential Units to be $3,000,000 for the last half of the 2016/2017 tax year and $4,200,000 for the first half of the 2017/2018 tax year, and reflecting the assessment for a partially constructed property, based on the real estate tax projection opinion prepared by Real Estate Tax Counsel dated June 10, 2104 set forth in Part II of the Plan, and (b) a tax rate of .135 per $100 of assessed valuation for the First Year of Condominium Operation (i.e., calendar year 2017). Purchasers should note that once the Building is assessed as being fully constructed, it is estimated that the real estate taxes for the Residential Units will total approximately $567,000, assuming no change in the above-listed tax rates or assessments.

In arriving at the assessed valuation for each Unit in the Condominium, the Building is first assessed as an entity. This overall assessment is then apportioned among the respective Units, each of which will be assigned a tax lot designation once the Declaration has been recorded and the Floor Plans are filed with the Register's Office. For purposes of Schedule A, the projected real estate taxes for the Building were apportioned among the Residential Units based on Common Interest percentages. It is possible that the apportionment will be based in part upon the proportion the projected selling price presented in the Plan for each Residential Unit bears to the gross sellout price for all Residential Units available for purchase in the Condominium and in part upon extrinsic indicia of value, including location, square footage, amenities, income producing potential and existing leases on particular Units. There is no assurance that the City of New York tax assessor will allocate taxes among Units based upon Common Interest percentages. At such time as the Units have been separately assessed for real estate tax purposes, each Unit will be taxed as a separate tax lot for real estate tax purposes and a Unit Owner will not be responsible for the payment of, nor will the Unit be subjected to any lien arising from the non-payment of real estate taxes assessed against other Units.

Although the estimate of New York City real estate taxes is a good faith estimate, it is not possible to estimate same with any degree of certainty. Assessed valuations, apportionment or taxes among the Units and tax rates, when actually established by the City of New York, may be lesser or greater. Accordingly,

these estimates are to be considered opinions and are not intended, and should not be construed as, warranties as to future assessed valuations, tax rates or the actual real estate taxes to be assessed. In no event will Sponsor, Tax Counsel, Real Estate Tax Counsel or Selling Agent be liable to any Purchaser nor will any Purchaser have the right to rescind the Purchase Agreement if the assessed valuations, tax rates or taxes, when actually established, are lesser or greater than that projected herein or if the Administrative Code and the applicable rules and regulations of the City of New York are changed in the future. Please refer to the Section of the Plan entitled "Income Tax Deductions to Residential Unit Owners and Tax Status of the Condominium" for more details.

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

The Residential Unit Power of Attorney which each Purchaser shall be required to sign at Closing, the form of which is set forth in Part II of the Plan, authorizes the Condominium Board to commence, pursue, appeal, settle and/or terminate administrative and certiorari proceedings to obtain reduced real estate tax assessments with respect to the Residential Units, including retaining counsel and taking any other actions which the Condominium Board deems necessary or appropriate in accordance with Section 2.2.2 of the By-Laws and/or Article 15 of the Amended and Restated Declaration of Condominium .

As of the Filing Date of the Plan, there are no tax certiorari proceedings pending for the reduction of real estate taxes with respect to the Property.

WORKING CAPITAL FUND AND APPORTIONMENTS

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

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

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

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

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

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

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

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

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

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

(9) janitorial service fees, if any.

(10) management fees.

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

(12) other customary closing adjustments.

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

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

The Working Capital Fund will be used for working capital, a reserve for repairs or for such other appropriate purposes as will be determined by the Condominium Board and may be augmented by allocations from the monthly Common Charges. While Sponsor controls the Condominium Board, the Working Capital Fund will not be used to reduce Common Charges. (See the Section of the Plan entitled "Control By Sponsor" for details.)

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

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

RESERVE FUND

The Schedule B includes a line item for a Reserve Fund for the sole purpose of costs and expenses related to capital repairs, replacements and improvements equal to ten (10%) percent of budget. For so long as Sponsor continues to own at least one (1) Unsold Residential Unit, the Board must maintain a Reserve Fund in an amount that complies with then-current FNMA guidelines and any change in the amount of such

Reserve Fund shall be made only with Sponsor's prior written consent. Sponsor makes no representations as to the reserve fund requirements of FNMA, or any other requirements with respect to the qualification of the Residential Units or the Condominium by FNMA at any point in time. As the Residential Section, upon completion of the construction to be performed by Sponsor, will be entirely new construction, Sponsor does not anticipate the imminent need for such capital repairs, replacements or improvements; however, no assurance or guaranty is given that such needs will not arise in the future. Residential Unit Owners will be obligated to pay their share of the cost of repairs, replacements and/or improvements to the Residential Common Elements as the need for such arises.

MANAGEMENT AGREEMENT

At the First Closing, Sponsor will assign, and the Condominium Board will assume, the Management Agreement for the Condominium between Sponsor and Time Equities, Inc. ("Managing Agent"), having an office at 55 Fifth Avenue, New York, NY 10003 (the "Management Agreement"). The Managing Agent is affiliated with Principals of Sponsor. Sponsor may, in the alternative, have the Condominium Board enter into the Management Agreement directly with Managing Agent.

The Management Agreement will provide for an initial term of three (3) years commencing on the date of the First Closing ("Commencement Date"). Thereafter, the Management Agreement will be automatically renewed from year to year, but may be cancelled by either party without cause, upon not less than 60 day's prior written notice.

Managing Agent will receive an annual fee, payable in equal monthly installments during the initial term of the Management Agreement as follows: Twenty-five Thousand Dollars ($25,000) per annum for the first year and increases of four percent (4%) per annum for each year thereafter. The management fee is comparable to the rate for similar services in comparable buildings. In addition, for services rendered to Residential Unit Owners (other than Sponsor), in connection with processing applications to alter or renovate a Residential Unit, Managing Agent shall receive a fee from the Residential Unit Owner in such amounts as shall be determined, time to time, by the Condominium Board.

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

(1) billing and collecting Common Charges;

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

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

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

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

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

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

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

(9) cooperating with the Condominium Board's accountants in preparing and submitting annually to the Condominium Board an operating budget of the anticipated income and expenses for the ensuing year;

(10) attending meetings of the Condominium Board and Unit Owners, and preparing agendas and sending notices relating to such meetings;

(11) causing to be obtained and maintained insurance for the Condominium in amounts deemed advisable by the Condominium Board;

(12) processing applications of Unit Owners for permission to alter the Residential Units; and

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

Managing Agent, at the expense of the Condominium, will be insured during the term of the Management Agreement under a fidelity insurance policy in favor of the Condominium for any loss resulting from fraudulent or dishonest acts committed by Managing Agent, its directors, officers or employees.

The Management Agreement provides that the Condominium Board shall indemnify Managing Agent with respect to claims in connection with Managing Agent's carrying out the provisions of the Management Agreement or acting under the express or implied directions of the Condominium Board, unless arising from the gross negligence, bad faith or willful misconduct of Managing Agent in carrying out its duties.

Sponsor reserves the right during the Sponsor Control Period to designate any other reputable managing agent to perform all of the duties and services to be performed by Managing Agent under the Plan and if Sponsor does so, Sponsor will cause such other managing agent to accept employment on terms substantially similar to the terms specified above. The Management Agreement may not be assigned by Managing Agent without the prior written consent of the Condominium Board. The Condominium Board may not assign the Management Agreement.

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

IDENTITY OF PARTIES

Sponsor

34 Prince Equities LLC is a limited liability company organized under the laws of the State of New York, with an office c/o Time Equities, Inc., 55 Fifth Avenue, 15th Floor, New York, New York 10003 ("Sponsor").

The principals of Sponsor who own an interest in or control Sponsor and actively participate in the planning or consummation of the offering are Francis Greenburger, Robert Kantor and Abby Hamlin.

Francis Greenburger, with an office at 55 Fifth Avenue, 15th Floor, New York, New York 10003, has been in the real estate investment business for over 35 years. He has acquired and sold over 150 properties throughout the United States and Canada with a value of over two billion dollars. He is the chairman of Time Equities, Inc. Mr. Greenburger and his affiliated entities currently own over sixty-five properties in the United States and Canada with a value in excess of $500 million. During the last two years he and/or his affiliates have acquired properties which

include over 1.5 million square feet of Class A and B office space; 500 multi-family units; 200,000 square feet of retail space and six properties for development from commercial uses to residential. The aforementioned properties acquired in the past 2 years were not new construction projects or condominiums or cooperatives for which units were offered for sale, however Mr. Greenburger has been a principal in approximately 1,000 new construction condominiums, single family home and townhomes located in New Jersey and Canada. In addition, Mr. Geeenburger and his affiliates have converted approximately 120 buildings to condominiums and cooperatives in New York and New Jersey, consisting of approximately 10,000 apartments. Some of the residential and commercial projects of Francis Greenburger in Manhattan include, but are not limited to, the 320,000 square foot office building located at 125 Maiden Lane, 72,435 square foot Delmonico's building located at 56 Beaver Street, consisting of ground floor restaurant and loft apartments, the 88,854 mixed use buildings (including loft style apartments) located at 80 Nassau Street and 9-15 Dutch Street, the 160,000 square foot office building located at 70 West 36th Street and the 134,000 square foot office building located at 55 Fifth Avenue, 15th Floor, New York, New York.

Robert Kantor with an office at 55 Fifth Avenue, 15th Floor, New York, New York 10003 has been the President and Chief Operating Officer of Time Equities, Inc. since 1985. Mr. Kantor received his B.S. (with High Honors) from the University of Maryland and his law degree from Northeastern University School of Law. He is a non-practicing Certified Public Accountant and a member of the bars in New Jersey, New York and Massachusetts. In addition to being an experienced real estate tax professional, prior to joining Time Equities, Inc., Mr. Kantor ran a family owned real estate company that purchased properties for investment and conversion to cooperative ownership. Mr. Kantor has actively participated in all the activities of Francis Greenburger (which are described above) serving as a co-manager for most of the entities. In addition, he has owned and operated for his own account (and that of his family) residential, office and retail properties in New York, New Jersey and Pennsylvania. Presently Mr. Kantor is the manager or co-manager of more than one hundred real estate companies for affiliates of Time Equities, Inc. and/or Mr. Kantor or his family members.

Abby Hamlin, with an office at 675 Third Avenue, 27th Floor, New York, N.Y. 10017, has been in the real estate business for over 25 years. Ms. Hamlin is the President of Hamlin Ventures, LLC, a real estate development company she founded in 1997. Hamlin Ventures specializes in urban, design-driven residential projects. Its development portfolio includes the TriBeCa Townhouses, 14 Townhouses, 192 Water Street, and 9 Townhouses. In addition to leading Hamlin Ventures, for the past five years Ms. Hamlin has been an Adjunct Assistant Professor of Real Estate Development at Columbia University, where she has also served as the Director of Curriculum for the Masters of Real Estate Development program. Prior to founding her own company, Ms. Hamlin was the President of Swig, Weiler & Arnow, a major New York City based commercial property developer, owner and operator. Ms. Hamlin holds a Bachelor of Arts degree from Sarah Lawrence College and a Master of Science in Urban Planning from Princeton University.

The principals of Sponsor who reside outside of the State of New York have designated the Secretary of State for service of process.

There have been no prior felony convictions of Sponsor, or any principals of Sponsor and no prior convictions, injunctions and judgments against Sponsor, or any principals of Sponsor that may be material to the Plan or an offering of securities generally that occurred within 15 years prior to the submission of the Plan.

Attorneys for Sponsor

Sponsor has retained the law firm of Brody, Schwartzman, Feinberg & Cohan PLLC, having an office at 55 Fifth Avenue, 15th Floor, New York, New York 10003 to represent it in connection with the Plan. Daniel A. Schwartzman, Esq. participated in, and supervised the preparation of, the Plan.

Brody, Schwartzman, Feinberg & Cohan PLLC, having an office at 55 Fifth Avenue, 15th Floor, New York, New York 10003 will serve as Escrow Agent and will represent Sponsor in connection with matters relating to the sale and closing of the Units.

Sponsor has retained Lewis C. Taishoff, Esq., having an office at 160 Broadway, Suite 1110EB, and New York, New York 10038 to prepare the Income Tax Opinion set forth in Part II of the Plan.

Sponsor has retained the law firm of Tuchman, Korngold, Weiss, Leibman & Gelles, LLP, having an office at 6 East 45th Street, New York, NY 10017, to provide the Real Estate Tax Opinion set forth in Part II of the Plan.

Selling Agent

The Selling Agent will be Time Equities, Inc., having an address at 55 Fifth Avenue, 15th Floor, New York, NY 10003. Selling Agent is a licensed real estate brokerage firm licensed in the States of New York and New Jersey which has been engaged in the sale of real estate for over forty (40) years. Time Equities Brokerage LLC, an entity wholly owned by Selling Agent, may at times be involved with certain aspects of marketing the Units.

There have been no prior felony convictions of Selling Agent, or any principals of Selling Agent and no prior convictions, injunctions and judgments against Selling Agent, or any principals of Selling Agent that may be material to the Plan or an offering of securities generally that occurred within 15 years prior to the submission of the Plan.

The Selling Agent and Time Equities Brokerage LLC are affiliated with Principals of Sponsor.

Managing Agent

The Managing Agent will be Time Equities, Inc., having an address at 55 Fifth Avenue, 15th Floor, New York, NY 10003. Managing Agent is licensed as a real estate brokerage firm in the State of New York, and has been involved in the management of a significant number of cooperatives, condominiums and rental properties in the greater New York metropolitan area, consisting of approximately 100 properties containing approximately 10,000 residential units. Time Equities, Inc. has been engaged in the management of cooperatives, condominiums and rental properties for more than 30 years.

There have been no prior felony convictions of Managing Agent, or any principals of Managing Agent, and no prior convictions, injunctions and judgments against Managing Agent, or any principals of Managing Agent that may be material to the Plan or any offering of securities generally that occurred within 15 years prior to the submission of the Plan.

The Managing Agent is affiliated with Principals of Sponsor.

Construction Professionals

Sponsor has retained the following professionals in connection with the construction of the Building:

a) Architect of Record

Marvel Architects, PLLC (Nebil Gokcebay, R.A.), having an office at 145 Hudson Street, 3rd Floor, New York, New York 10013 is the architect of record for the Building ("Architect"). The Architect prepared the Floor Plans of Units set forth in Part II of the Plan and the Floor Plans which will be filed with the New York City Real Property Assessment Department required in order to create the Condominium. Architect has also described the design of the Building and has rendered its report thereof and a Certification which is set forth in Part II of the Plan. Architect has been providing architectural services for over twenty (20) years and has been the architect of many Manhattan buildings including, "14 Townhouses," Brooklyn, New York (267-287 State St.); Brooklyn Pier House, and Collection@Court Street, both in Brooklyn, New York.

b) Design Code Consultant

William Vitacco Associates Ltd., having an office at 299 Broadway, 5th Floor, New York, New York 10007, is the design code consultant for the Building ("DCC"). The DCC has been providing design code consulting services for many years and for many Manhattan buildings.

c) Design Structural Engineer

Robert Silman Associates , having an office at 88 University Place, New York, New York 10003, is the structural engineer for the Building ("Structural Engineer"). The Structural Engineer has been providing structural engineering services for many years and has been the structural engineer for many Manhattan buildings.

d) Mechanical (MEP) Engineer

Cosentini Associates, having an office at 2 Pennsylvania Plaza, 3rd Floor New York, NY 10121, is the mechanical engineer for the Building. The Mechanical Engineer has been providing engineering services for many years and has been the mechanical engineer for many Manhattan buildings.

e) Geotech, SOE and Civil Engineer

GZA GeoEnvironmental, Inc., 104 West 29th Street, 10th Floor, New York, New York 10001, has provided geotechnical and other engineering services to the Sponsor in connection with this project.

f) Civil Engineer

Derosier Engineering, 249 Windsor Avenue, Westfield, New Jersey 07090 is has provided civil engineering to the Sponsor in connection with the project.

Condominium Budget Expert

Sponsor has retained Penmark Management LLC, a Halstead Company, having an address at 770 Lexington Avenue, 7th Floor, New York, New York 10065, as Sponsor's Budget Expert. The Budget Expert estimated all amounts of income and expenses in "Schedule B - Estimated Budget for Projected First Year of Condominium Operation" in consultation with Sponsor. The Budget Expert has rendered a certification as to the adequacy of the First Year's Budget and a certification as to the adequacy of the Common Charges payable by the CFU Owner, which may be found in Part II of the Plan.

Related Parties

Sponsor and its principals have no affiliation with the Architects, the Engineers, the Budget Expert, the Construction Professionals, or any person or firm who will provide services to the Condominium subsequent to the First Closing. Sponsor is not affiliated with its other retained professions (including without limitation, Lewis C. Taishoff, Esq., Tuchman, Korngold, Weiss, Leibman & Gelles, LLP, and the Construction Professions listed hereinabove). Neither the Condominium Budget Expert, the Construction Professionals nor the aforementioned attorneys have any financial interest in the Property, the Units, the Condominium, or this offering, except for their fees for services rendered.

The members of Brody, Schwartzman, Feinberg & Cohan PLLC, i.e., Philip S. Brody Esq., Daniel A. Schwartzman Esq., David Feinberg, Esq. and Stacey Cohan, Esq., are employees of Time Equities Inc., Selling Agent and Managing Agent, which is affiliated with Principals of Sponsor. Mr. Brody and Mr. Schwartzman serve Time Equities, Inc. as General Counsel and Senior Counsel, respectively and Mr. Feinberg and Ms. Cohan are counsel.

Certain principals of Sponsor are affiliated with Selling Agent and Managing Agent.

No Pre-Sales

Neither Sponsor nor its principals have entered into contracts or agreements, written or oral, or accepted any Deposits or advances of funds for the purchase of Units as of the Filing Date of the Plan.

REPORTS TO UNIT OWNERS

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

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

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

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

DOCUMENTS ON FILE

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

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

GENERAL

The Plan does not knowingly omit any material fact or knowingly contain any untrue statement of any material fact. Sponsor believes that the Plan contains a fair summary of the material provisions of the documents referred to in the Plan, including those documents contained in Part II of the Plan. Copies are contained in Part II of the Plan of the forms of Declaration, By-Laws, Purchase Agreement, Residential Unit Deed, Residential Unit Power of Attorney and other documents (which forms may be revised prior to their recordation or the First Closing, as applicable). Statements made in Part I of the Plan as to the provisions of such documents or any other document referred to in the Plan, copies of which are on file with Sponsor, are not necessarily complete. Each such statement is qualified in all respects by the contents of such documents and, in the case of any such document executed by or with the written consent of a Purchaser pursuant to the Plan, any rider or separate agreement changing or adding provisions to such document.

There are no lawsuits or other legal proceedings now pending, or any judgments outstanding, which could materially and adversely affect this offering, the Purchasers of Residential Units, the Property, the Condominium or the operation thereof, which are not covered by insurance.

Since the Building is a newly rehabilitated or constructed project, there are neither commercial nor residential tenants occupying the Building as of the date of the Plan.

No party other than Purchasers shall have any right or benefit herein or herefrom, including without limitation, the right to insist upon or enforce against Sponsor the performance of all or any of Sponsor's obligations hereunder and no such third party shall be deemed to have received any benefit as a result of any of the provisions of the Plan.

Sponsor reserves the right, from time to time prior to the First Closing, without obtaining the consent of Purchasers or others, to substantially revise the terms and conditions upon which the Residential Units are to be sold, including changes affecting the rights, obligations and liabilities of Sponsor and Purchasers, provided (a) such revisions are not materially adverse to Purchasers, or (b) are based upon circumstances beyond the control of Sponsor, or (c) in the reasonable opinion of the Sponsor's engineer or architect, the construction conditions encountered make the originally planned construction infeasible. However, Sponsor may not unilaterally cancel a Purchase Agreement which is in effect, except as therein provided, as in the case of an uncured default, nor unilaterally change the Purchase Price or payment terms contained in such Purchase Agreement. Furthermore, unless an affected Purchaser consents, no material change will be made in the Unit's size, layout or percentage of common interest if a Purchase Agreement for such Unit is in effect (and no default by Purchaser has occurred). In the case of a material and adverse change in the size or quality of the Common Elements, no such change shall be made without the consent of every Unit Owner. All substantive or material revisions will be contained in a duly filed amendment to the Plan. If there is a substantial amendment to the Plan that materially and adversely affects Purchasers, except as otherwise provided herein, Purchasers will have a right of rescission which may only be exercised within 15 days from the Presentation Date of such amendment. Sponsor shall promptly return any Deposit, together with any interest earned thereon to Purchasers who rescind, except that Sponsor shall retain the Deposit of any Purchaser who is in default under the Purchase Agreement beyond any applicable grace period.

In accordance with the provisions of the Laws of the State of New York, neither Sponsor nor any selling agent engaged by Sponsor will discriminate against any person in the sale of Units offered by the Plan

or in the leasing of any such Residential Units because of such person's race, creed, color, sex, sexual orientation, gender identity, religion, military status, partnership status, disability, marital or family status, age, ancestry, national origin, lawful profession or other ground proscribed by Law.

Unless the context otherwise requires, words used in the singular in Part I of the Plan include the plural and vice versa, and a reference herein to any one gender, masculine, feminine or neuter, includes the other two.

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

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

SPONSOR'S STATEMENT OF BUILDING CONDITION

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

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PART II

CONDOMINIUM OFFERING PLAN

34 PRINCE STREET CONDOMINIUM
32-34 PRINCE STREET/235 MOTT STREET
NEW YORK, NEW YORK 10012

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DESCRIPTION OF PROPERTY AND IMPROVEMENTS

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REPORT

DESCRIPTION OF PROPERTY
AND SPECIFICATIONS OR BUILDING CONDITION
34 Prince Street Condominium
34 Prince Street (AKA 235 Mott Street & 32 Prince Street)
New York, New York

PREPARED BY:
MARC KEMENY, REGISTERED ARCHITECT
K SQUARE DESIGNS, ARCHITECTURE P.C.
219 AVERY ROAD
GARRISON, NEW YORK
10524

34 Prince Street Condominium
34 Prince Street (AKA 235 Mott Street & 32 Prince Street)
New York, New York

PREFACE

This report concerning 34 Prince Street (AKA 235 Mott Street & 32 Prince Street) New York, New York (the "Building" or "Property" or "Premises") was commissioned by the Sponsor for the purpose of inclusion in the Condominium Offering Plan for said building in compliance with the requirements of the Department of Law of the State of New York. Any use of this report for any other purpose is not authorized by Marc Kemeny R.A./ K Square Designs, Architecture P.C.

We visually inspected portions of the Premises on April 8, April 30, May 15, August 6, October 8, 2014, and August 18, 2015, and reviewed plans delineating the prospective renovation of the Building by Marvel Architects, mechanical engineering plans by Cosentini Associates, and structural engineering plans by Robert Silman Associates, all dated September 15, 2014.

Observations were made of those areas that were open and accessible at the time of the visits. Marc Kemeny/ K Square Designs, Architecture P.C. assumes no responsibility for any conditions or defects that were hidden, inaccessible, or could not be determined by cursory observation. It is to be understood that some aspects of the physical condition of the Property cannot be determined from visual observation, and all statements contained in this report are premised on and limited to such observations. This report is not intended as a guarantee or warranty of the physical condition of the Premises by the Architect or the Sponsor. All statements relative to the legal use, zoning provisions, and code compliance of the building only express Marc Kemeny's professional opinion, as an employee of K Square Designs, Architecture PC, and are subject to final determination by those government agencies having jurisdiction.

The price estimates of work described in this report are approximate and are good faith projections of current costs based solely on the experience of Marc Kemeny. They are not based on any specifications or documentation of the work, and are not derived from bids by contractors or vendors. Actual costs may substantially vary from the cost estimates.

The Sponsor has not undertaken to correct or repair any existing conditions noted in this report, unless otherwise expressly provided herein, and in that instance, only to the extent specifically provided herein. The definitions in the Plan apply to all terms used in this report without express definition.

The Sponsor reserves the right to substitute any of the equipment or materials set forth herein with equipment or materials that are, in the Sponsor's sole discretion, of equal or better quality.

Marc Kemeny, R.A. for K Square Designs, Architecture P.C.
Dated: August 20, 2015

a) LOCATION AND USE OF PROPERTY

1) Address: 34 Prince Street (aka 235 Mott Street & 32 Prince Street)
New York, New York
235 Mott Street is located at the Southeast corner of Mott and Prince Street.

2) Block and Lot Number:
Block: ***494***
Lots: ***21 (zoning lot shared with 38 Prince Street, zoning lot 22, and 233 Mott Street, lot 23)***

3,4) Zoning and Permissible Use

The Building is in a C6-2 zoning district (R8 equivalent) which allows for residential, commercial and community facility. The Building is an individual Landmark, and is also in the Little Italy Historic District, which means that proposed changes to the exterior need the approval of the Landmarks Preservation Commission, which is not assured.

38 Prince Street (zoning lot 22) is part of the same zoning lot with 235 Mott Street, but will not be part of the Condominium.

233 Mott Street (lot 23) is part of the same zoning lot with 235 Mott Street, and is not part of the Condominium

References in this Report to "REA" means the Reciprocal Easement Agreement & Declaration, entered into by the Sponsor and the Condominium, as recorded in the City Register's Office.

b) STATUS OF CONSTRUCTION

1) Year Built:
Historic documentation indicates that the Building was built in stages starting in 1826.

2) Class of Construction
The Certificate of Occupancy lists the Building as Class 3, non-fireproof. The construction class is IIIA, which requires that the exterior bearing shell has a 2 hour fire rating, and interior bearing elements, floor construction and roof construction have a 1 hour rating. The renovation will satisfy these requirements.

Quality Housing Program regulations are not applicable to this Building.

3) Certificate of Occupancy and Description of the Condominium
235 Mott Street has Certificate of Occupancy 44260 of 1955, issued as 32-36 Prince Street. A new Certificate of Occupancy will be secured by the Sponsor at part of the Alteration 1 filing (#121333690) to convert the Building from a community facility to a mixed residential and community facility use.

The Condominium will consist of seven Residential Units and one Community Facility Unit ("CFU"), for a total of 8 Units. The Condominium originally consisted of two Units,

one being a Residential Unit and the other one consisting of the CFU. The one Residential Unit will be subdivided into 7 Residential Units.

The CFU is independently owned by the Trustees of Saint Patrick's Cathedral (the original Declarant for the Condominium), and it is not being offered for sale. It will share some services and infrastructure elements with the Residential Units, while others are excluded, as described in this Report and the Offering Plan, which delineates the specific allocation of costs for the Common Elements which are shared by all Units, including the CFU, and for the Residential Common Elements which are exclusively shared by all of the Residential Units.

The CFU will have the right to use its Unit for any purpose allowed by zoning, including community facility, residential and commercial uses, and in any interior configuration as allowed by the New York City Building Department, including non-conforming conditions (non handicap access, single means of egress, fire safety, etc.).

c) SITE

1) **Size**

Per the attached surveys, the Property is trapezoidal in shape, approximately 113.9' along Mott Street and approximately 74.53' along Prince Street. These dimensions are exclusive of the area of the front court on Prince Street that extends past the Property line.

2) Number of Buildings and Use

There is one Building on the Property, occupied by 235 Mott Street (Lot 21) and 38 Prince Street (Lot 22). 38 Prince Street is not part of the Condominium. 235 Mott Street and 38 Prince Street will share some infrastructure elements, such as roof, foundation/party wall, Property Line Fence (as defined in the Reciprocal Easement Agreement), and storm water diversion including roof drains, as described in this Report and the Offering Plan.

233 Mott Street is on the same zoning lot as 235 Mott Street, and is a separate building with no shared elements.

3) Streets Owned or Maintained by the Project

The site does not own or maintain a street. The municipal, asphalt paved street in front of the site, is in fair condition.

4) Drives, Sidewalks, and Ramps

There are no drives on the Property. The Sponsor will install new sidewalks along the entire perimeter of the Property. There is a handicap curb cut at the corner of Prince and Mott Street, as well as a fire hydrant and two public telephones in the same area. The sidewalk curb is steel, in fair condition.

There is a municipal light pole at the corner of Mott and Prince Street, and a pole at the southern end of Mott Street.

A sidewalk grate, adjacent to the 235 Mott Street entrance, currently covered with concrete and not observable, will be replaced with a new flush grate, to be used for ventilation.

There are retail establishments along both Mott and Prince Streets, including cafes. There are no nightclubs or bars in the immediate vicinity.

d) UTILITIES

Water and sewer service is provided by The City of New York as part of its services. There will be a single meter for the water service, and a separate sprinkler meter.

Gas service will be provided by Consolidated Edison Corporation (or equal). There will be a single metered gas service for the Building in lieu of individual metered service to the individual Units, with Residential Unit Owners having gas for kitchen ranges, and dryers, and gas fireplaces in some of the Units (1B, 2A, 3A, 3C & 4B), as well as the Building boilers. There will be a single separate gas meter for the emergency generator. The Sponsor reserves the right to install individual gas meters for each Unit. All gas usage will be a common cost except for the gas used to provide supplemental baseboard heat to Units 1B, 2B, 3B, and 4B, where the cost of such estimated usage will be calculated for each Unit by the Sponsor's mechanical engineer, as an extra cost allocated to each of these Units.

Electricity will be provided by Con Edison. Power for all Residential Common Elements will be master metered. Each Unit will be separately metered for electric use.

Individual cable television service will be available to the Residential Units, but there will be no Building wide distribution system. Telephone service will be available, as provided by the Verizon Telephone Company, a regulated utility, Internet service will be available.

The CFU will have its own electric service. The meter box will be in the electric room in the cellar, and conduits will run below the cellar.

The CFU will also use the drainage system, and will be part of the sprinkler system and fire safety system. The CFU will have its own water service, with lines running through the cellar fronting Prince Street.

38 Prince Street, which is not part of the Condominium, will share no utility services, exclusive of drainage lines running through the condominium cellar.

e) SUB-SOIL CONDITIONS

1) Foundations

The foundations are brick and rubble stone. The foundations appear to be in fair condition, with no apparent or obvious signs of settlement cracks, bulges, leaning conditions, or any other signs of distress.

2) Moisture

Some areas of the cellar appear slightly moist after heavy rains. The cellar will be lined as part of the renovation.

3) Flooding

The nearest large water body to the Building is the East River, approximately 5,800' away.

FEMA map 3604970201F indicates that the Buildings are in Zone X (outside of the .2% annual chance flood plain).

Flooding might occur in the event of a water main break in the street, or a rain deluge (typically caused by a hurricane). No practical preventative action is suggested. Cellar areas, and any goods stored in the cellars would be damaged in such an event.

f) LANDSCAPING AND ENCLOSURES

1) Grass

The will be no grass.

2) Plantings

An inset planter at basement level will be installed in the northeast corner of the Property, which will contain shrubs. This will be a Limited Common Element for Unit 2A (exclusive of the retaining walls, which are Residential Common elements). Part of the planter area (not part of the Limited Common Area) extends past the Property line. In the event that the City of New York, as owner of this area, were to revoke the right or license to use this area, this space as well as the adjacent front courtyard area, would be reduced. This is a Special Risk.

There will also be a raised planting area at the CFU entrance with shrubs.

There will be a planting strip, set flush to the ground, along the west side of the Common Area rear yard, which will be part of the Common Area rear yard, and formed, concrete planters.

3) Trees

There are two 10" caliper maple trees running along Prince Street, and a 12" and 10" maple tree, as well as a 6" caliper oak tree, located on Mott Street. The trees appear to be healthy. They are set in sidewalk cutouts, with the soil slightly lower than the sidewalk area.

One or more trees will be planted in the Common Area rear yard.

4) Fencing

There are cast iron fences, with gates, which run along Prince Street, as well as two fence sections that separate the CFU front courtyard on Prince Street from the Residential planter area, and from 38 Prince Street. Some of the fencing sits on top of a small concrete curb. The fences, gates and curb will be refurbished. The fences are located in an area that extends past the Property line. In the event that the City of New York, as owner of the this area, were to revoke the license to use this area, this space as well as the adjacent front courtyard area, which is a Limited Common Element for the CFU, would be reduced, and require the fence to be relocated. This is a Special Risk.

The Sponsor will install a formed concrete wall to separate the rear yard from the rear yard of 38 Prince Street, which is not part of the Condominium. There will also be a fence or shrubbery separation between the Common Area rear yard and the Residential Unit 1B rear yard/garden area, and a translucent, glass fence in the Common Area rear yard.

5) Gates/enclosures

There are no gates or enclosures besides the fencing that runs along Prince Street, which separate the front courtyard area from the sidewalk.

There will also be a gate located at the basement entrance to the CFU on Prince Street, with egress hardware that will be in the open position during business hours and closed at night, still allowing egress. The gate will be ADA accessible in the open position.

6) Garden Walls

There will be a multi-level, Residential Common Area rear yard at the basement level that will consist of gravel and paver areas, with one or more trees located in a planting strip. A wall, planter or fence will separate this yard from the Residential Unit 1B rear yard/garden. The Residential Common Area rear yard will have formed, concrete walls separating the yard from the adjacent Property, and formed, concrete retaining walls and planters. There will also be a translucent, glass fence.

7) Retaining walls

New sub-grade retaining walls at the northeast corner of the Building facing Prince Street, and at the basement entrance to the CFU on Prince Street, will be built. The walls will be concrete or concrete masonry units, with bluestone caps and brownstone parge coating (corner finishes), and will be Residential common elements.

The Residential Common Area rear yard will have formed, concrete walls separating the yard from the adjacent Property, and formed, concrete retaining walls and planters creating multiple levels.

8) Display pools and fountains

There are no fountains.

g) BUILDING SIZE

1) Height

The Building will be approximately 72'10" high from the adjusted base-plane to the top of the roof bulkhead,

2) Crawl Spaces

There are no crawl spaces.

3) Cellar

The Building has a full cellar running along Mott Street, and a partial cellar running along Prince Street, as indicated on the attached plans.

There are 6 small vaults under the Mott Street sidewalk. All are currently closed off from the sidewalk. One of the sidewalk grates, which is adjacent to the 235 Mott Street entrance, is currently filled in with concrete and is not observable. It is planned to be replaced with a new flush grate, and to be used for ventilation. The other vaults will be in-filled. Some of the vault areas will be used for plumbing connections (gas, sanitary, water and sprinkler lines). In the future, it will be the condominium's responsibility to maintain the vault per the requirements of all jurisdictions. Vault access is through Mott Street.

Since the vaults extend into the sidewalk, they are technically owned by the City of New York. If the City of New York, as owner of the vault were to revoke the right to use the vault, the vaults would no longer be usable by the Building, and the cost of removing and relocating equipment in the vault area would be a Condominium expense and not one to be shared with the Sponsor. This is a Special Risk.

There is also a vault, set within the Property Line, in the courtyard facing Prince Street. It will be accessed via a steel pan and concrete tread stairway with pipe rails, accessed from the front courtyard basement landing. The vault ceiling (courtyard floor) will be new, built of steel decking with a bluestone surface.

4) Number of floors

The Condominium has a cellar, basement (partially below grade), 1st floor, 2nd floor, 3rd floor, 4th floor, Penthouse floor and Bulkhead floor.

5) Equipment rooms

The Building cellar will have a compactor/refuse room, elevator machine room, boiler room, gas room, electric room, air conditioning equipment room, telecom room, water/sprinkler/pump, and ejector pump room.

6) Parapets

The roof is primarily sloped and without parapets. A small decorative column, located on the northeast corner of the roof, will be restored. New roof areas will have curbs of various heights, with metal and stone copings, and supporting guardrails. There will be new parapets at the inner court terrace areas, 3'6" high, with metal copings and concrete and metal panels on the exterior side.

h) STRUCTURAL SYSTEMS

1) Exterior of buildings

(i) Walls and floors

The Property consists of a masonry brick-bearing wall Building, with wood floor joists and wood rafters. The structural system appears to be in fair condition. There were no obvious or apparent signs of settlement cracks, bulges, leaning conditions, or any other signs of distress at the walls, except for a large vertical crack appearing on the 2nd , 3rd and 4th floors, located on the northwest part of the Building, and some attic rafter settlement on the northeast side. These areas will be stabilized and repaired as part of the renovation of the Building.

The wood floor joists have sagged in places. They will be stabilized, and leveled with a lightweight cement floor application

New floors and roofs that are being built as part of the conversion of the Building will utilize concrete slabs set on metal decking, supported by metal joists on a steel frame. The Bulkhead walls will be constructed of metal studs with sheathing and exterior metal panels. Other areas will have concrete exterior panels. Areas of the cellar will be excavated to a greater depth, and concrete floor slabs will be installed, with underpinning as specified, if required, by the structural engineer. <u>There are exposed posts and beams in the Units as indicated on the plans.</u>

The floors will be sound attenuated, but the Units will not be soundproof, and prospective Unit Owners should determine whether transmitted sounds are acceptable before purchasing. There is mechanical equipment located adjacent to the second

bedroom in the upper level of Unit 3A. This is a Special Risk. The Sponsor has engaged Robert A. Hansen Acoustical Consultants to assist with design and material selection. Unless expressly authorized by the Board of Managers in each instance, not less than eighty percent (80%) of the floor area of each Residential Unit (excepting only kitchens, pantries, bathrooms, closets and foyers) must be covered with rugs, carpeting, or equally effective noise reducing material.

The facades are composed of brick, with stone window lintels and sills, and an articulated, wood roof cornice. Part of the courtyard façade will be clad in zinc panels (east elevation). The brick appears to be in fair condition, commensurate with its age, which in this case is approaching 200 years old in places. At that age, brick facades need to be regularly maintained, with pointing/rebuilding every 10 to 15 years. The exterior facades are being restored per the specifications contained in the Landmarks Preservation Commission approved application. Work will include selective brick replacement/rebuilding and re-pointing, replacement/repair of some of the window lintels and sills (basement), and repair of sections of the wood roof fascia. The interior (courtyard) facades are also being refurbished, with additional in-fill work, as well as new openings.

The Building is not subject to Local Law 11 façade inspection.
The interior (courtyard) facades are also being renovated, with additional, in-fill work, as well as new openings.

The renovation will conform to the requirements of the Energy Conservation Construction Code. New slabs on grade will have a R-15 insulation rating, new roofs will be R-19, and new walls will be R-11, minimum. New Exterior walls will have an R-19 or better insulation rating. Existing walls are not insulated, nor are they required to be per the Building's energy code compliance exemption letter.

(ii) Windows

All the windows will be new as follows:

A) Mott Street and Prince Street facades: wood, insulated, double hung windows, as approved pursuant to the Landmarks Preservation Commission application, with friction operation. The windows will have simulated divided lites in varying styles (2 over 2, 6 over 6, 8 over 8, etc.). Some basement windows will be hopper or casement style. Oculus and arched top windows may be fixed, and may use tempered glass. Wood windows to be the Heritage Series manufactured by Kolbe.

B) Bulkhead and interior courtyard facades: same specifications as the street facades, but additionally, wood or aluminum casement and hopper windows, as well as tempered sliding doors, including multiple panels and/or folding panels. Windows and doors in interior courtyard and Bulkhead will not be simulated divided lites. Aluminum windows to be Schuco Model (AWS70, ADS 70 & ASS70FD).

The air gap between the panes of glass in the windows will provide the thermal break.

The windows will have a standard manufacturer's warranty for material defects, which will be transferred to the Condominium as applicable

The Property does not have lot line windows. 38 Prince Street, which is not part of the Condominium, and which is directly adjacent to the Property, has lot line windows at the front courtyard and rear yard (basement, 1st, 2nd and 3rd floors), and has an easement from the Condominium protecting the existing light and air that the lot line windows receive.

38 Prince Street has granted an easement to the Condominium, allowing larger windows to be installed in the rear, south facing walls for Units 1B, 2B, 3B and 4B.

Basement windows will have metal grills. Windows will have child guards as required by code.

Part of the front courtyard on Prince Street, leading to the CFU entrance, extends past the Property line. In the event that the City of New York, as owner of this area, were to revoke the right or license to use this area, the front courtyard size would be reduced. This means that Unit windows overlooking this area (southeast corner windows and the CFU) could have less of a buffer space to the sidewalk, especially the front basement windows of Residential Unit 2A, and a reduced planter area. This is a Special Risk.

2) Parapets and Copings

The roof is primarily sloped and without parapets. A small decorative column, located on the northeast corner of the roof, will be restored in accordance with the approved Landmarks Preservation Commission application. New roof areas will have curbs of various heights, with metal copings, and supporting guardrails.

There will be new parapets at the inner court terrace areas, 3'6" high, with metal copings and concrete panels on the exterior side.

3) Chimneys and caps

Existing chimneys will be re-built/re-pointed, and new chimneys will be built, in accordance with the approved Landmarks Preservation Commission application. The chimneys have masonry caps. The chimneys are decorative, except for the fireplace chimneys. There will be three boiler flues, and flues to service the Residential dryers, and mechanical vents for the kitchens and bathrooms.

4) Balconies and Terraces

Residential Unit 4B has the following terraces (Limited Common Elements appurtenant to the Unit):

Unit 4B	Fourth Floor	541 Square foot terrace
Unit 4B	Fifth Floor	327 Square foot terrace
Unit 4B	Bulkhead	342 Square foot terrace

There is a small common terrace on the Penthouse floor, used for roof access.

The Residential Unit 4B terraces are accessed via an aluminum & glass, insulated door with lock. The air gap between the panes of glass in the doors will provide the thermal break. All exterior metal will be corrosion resistant, and the frame edges will be caulked as required. The doors will have a standard manufacturer's warranty for material defects, which will be

transferred to the Condominium as applicable. The terraces will consist of a concrete paver system on pedestals.

It will be the sole responsibility of the Residential Unit 4B Owner to maintain the finished decking, including keeping the surfaces clean, repaired and kept clear of snow, ice, and debris. The drains and Building drainage system are Common Elements. A Residential Unit Owner whose Unit contains a terrace or patio, will be responsible to keep the drains on the respective surfaces free of debris and unclogged. The Condominium will be responsible for the roof surfaces which are below the decking for the terraces, unless the Unit Owner causes damage to the roof surface or drainage.

The Condominium will have an access easement to use the Penthouse floor & Bulkhead terraces of Unit 4B to access roof areas, in order to allow maintenance of equipment.

5) Exterior entrances

(i, ii) Exterior doors and frames

There will be two entrances to the CFU, both facing Prince Street, one at the basement level and one at the 1st floor. The first floor entrance is framed by a stone surround. Within it is the wood, approximately 2'10" X 7'2" in-swinging door, stained glass side panels, an oculus shaped stained glass transom, and wood framing elements that include columns and pilasters. The entrance is careworn, and will be refurbished per the specifications of the approved Landmarks Commission application. There is a step directly below the entry door. Building elements such as doors with steps directly below them are permitted, non-conforming conditions since they were in place before the current, specific code requirements were enacted, or are allowed by the New York City Building Department. This is a Special Risk for non-conforming conditions which may remain in older buildings, where the condition does not meet current code standards. If current code standards are retroactively applied, the non-conforming conditions would have to be corrected, and conform to the then current requirements. The correction of any non-conforming condition that may be required under applicable law is an obligation of the Condominium and not one that would apply to the Sponsor. This entrance is not handicap accessible.

The basement entrance of the CFU, is under the main stairway on Prince Street and will be handicap accessible via an exterior ADA lift platform that will be installed. A new recessed, 3' wide, self closing, fire rated, basement entrance door will be installed. There will also be a gate with egress hardware that will be in the open position during business hours and closed at night, still allowing egress. The gate will be ADA accessible in the open position. The CFU will be responsible for the operation of the gate.

The Residential Unit entrance will be on Mott Street. The entrance will consist of a pair of new wood, fire rated, self closing doors, approximately 5'7" X 7'3", set in a wood frame, with a glass oculus transom above. The frame is in poor condition and will be refurbished. The oculus is trimmed by a stone surround. The doors will be set flush to the sidewalk, but will not satisfy the current code requirement that doors have a 3' width. Building elements such as doors smaller than required, are permitted non-conforming conditions if they were in place before the current, specific code

requirements were enacted, or are allowed by the New York City Building Department. This is a Special Risk for non-conforming conditions which may remain in older buildings, where the condition does not meet current code standards. If current code standards are retroactively applied, the non-conforming conditions would have to be corrected and conform to the then current requirements. The correction of any non-conforming condition that may be required under applicable law is an obligation of the Condominium and not one that would apply to the Sponsor.

Maintenance of the existing entrance assemblages and landings was also a provision of Landmarks Preservation Commission approval of the project. Drainage at the Building entrances is adequate.

(iii) Exterior stairs.

There will be two stairways located in the front of Prince Street that provide access to the CFU. The main stair provides access to the 1st floor entrance and is stone, 7'6" wide, with 8 risers, is existing, and is in fair condition.

The stair leading down to the basement will have bluestone treads and risers. A new, steel pan and concrete tread stairway will descend from the basement landing down to the cellar.

There will be a concrete stairway in the Common area rear yard separating the paver and gravel areas.

(iv) Railings

The stairway to the 1st floor on Prince Street is flanked by wrought iron railings that will be sanded and painted. Portions of the railing will be replaced in accordance with the specifications of the approved Landmarks Preservation commission application. Pipe rails will be installed at the stairway leading down to the basement on Prince Street, and the stairway leading down to the cellar vault from the basement landing.

(v) Lighting

There is a single light fixture at each entrance (approved by the Landmarks Preservation Commission and New York City Building Department notwithstanding the current requirement to have two fixtures at each entrance). Illumination appears to be adequate.

6) Service entrances

(i) Doors and frames

There are no service entrances.

(ii) Gates

There are no service gates.

(iii) Exterior stairs

There are no exterior service stairs.

(iv) Railings

There are no railings.

7) Roof and roof structures

(i) Type of roof

The Building has a pitched, metal, standing seam roof. The ridge cap, dormer cladding, and some sloped, flatter areas are also metal. The roof appears to be in fair condition, and with routine maintenance appears as though it could last 10 more years before needing refurbishment. There was some minor peeling of the roof surfaces, which will be refurbished.

New roofing will be installed in some areas, as delineated in the Building Department application, consisting of an integrated system utilizing an insulated substrate, membrane surface by Somprema Alsan RS or equal, with paver-pedestal system, or similar, on top. New roof areas will be flat, with a slight slope for drainage. The roof will have an R-28 value (4" minimum of rigid insulation at R-7 per inch, located between the membrane and the pavers) All exterior metals, including fasteners, will be corrosion resistant.

The roof membrane will have a "material-only" warranty that warrants that the roof will not prematurely deteriorate to the point of failure because of weathering for a period of not less than 20 years. The warranty will be pro-rated to cover only applicable areas receiving new roofing.

The Sponsor is not providing a No Dollar Limit (NDL) manufacturer's warranty for the new roof. The absence of a NDL manufacturer's warranty may indicate that the roof membrane and appurtenances were not inspected for compliance with the manufacturer's specifications for installation. As such, premature deterioration & replacement of the roof membrane may be anticipated and therefore should be budgeted for. This is a Special Risk. The roof will have a standard manufacturer's warranty for material defects, which will be transferred to the Condominium as applicable.

The roof is continuous over the Condominium and 38 Prince Street, which is not part of the Condominium. 38 Prince Street under the REA will have an easement to replace/repair/maintain the roof and drainage system, which will be a shared cost as defined in the REA. All costs will be apportioned between the Condominium and 38 Prince Street as set forth in the REA.

The CFU will have an access easement for the maintenance of its roof mounted heating, ventilation and air conditioning ("HVAC") equipment.

(ii) Drains

The roofs utilize metal gutters and leaders integrated with the roof cornice, and are in fair condition. There are also internal roof/terrace/rear yard drains. Drainage is combined with the sanitary system. All drainage is internal (no sidewalk discharge). The Building will utilize control flow drains on the upper terraces (these work in conjunction with the terraces that hold water under the pavers and drain at a controlled rate).

There is a mutual easement for a shared storm water roof leader with 38 Prince Street.

(iii) Skylights

There are no skylights.

(iv) Bulkheads

There will be a single roof bulkhead, consisting of a small enclosure containing electric equipment (generator UPS) and part of Unit 4B, basically a stairway accessing a rooftop terrace. The structure will utilize concrete slabs set on metal decking, supported by metal joists. The walls will be constructed of metal studs and structural steel, with sheathing and exterior metal panels. The bulkhead roof will be R-19, and new walls will be R-11, minimum, insulation.

(v) Metal work at roof

The roof will contain ventilation stacks. Air conditioning equipment will be installed on curbs, not dunnage.

(vi) Rooftop facilities

There will be no rooftop facilities, exclusive of terraces for Residential Unit 4B. Other than such terraces for Residential Unit 4B, the surface areas of the roof will be unsuitable for recreational use, and is reserved for mechanical equipment, per the attached plans.

(8) Fire escapes

There are no fire escapes.

(9) Yards and courts

There is a front courtyard facing Prince Street. The courtyard will have bluestone pavers. Part of this area extends past the Property line, as shown on the attached survey. In the event that the City of New York, as owner of this area, were to revoke the license to use this area, this space as would be eliminated and the size of the front courtyard would be reduced. This is a Special Risk.

An inset planter at basement level will be installed in the northeast corner of the Property, which will contain shrubs. This planter, and the 74 square foot portion of such front courtyard in which it is located, will be a Residential Limited Common Element for Unit 2A (exclusive of the retaining walls, which are Residential Common Elements). There is no direct access to this area from the Unit, which is 3'10" below grade. As such, this Residential Limited Common Element may be of limited utility to the Owner of Unit 2A. Part of the planter area (not part of the Limited Common Area) extends past the Property line. In the event that the City of New York, as owner of this area, were to revoke the right or license to use this area, this space as well as the adjacent front courtyard area, would be reduced. This is a Special Risk.

There will be a multi-level, Residential Common Area rear yard at the basement level that will consist of gravel and paver areas, with one or more trees located in a planting strip. A wall, planter or fence will separate this yard from the Residential Unit 1B rear yard/garden.

The Residential Common Area rear yard will have formed, concrete walls separating the yard from the adjacent Property, and formed, concrete retaining walls and planters. There will also be a translucent, glass fence.

Residential Unit 1B will have a rear yard at the basement level, directly adjacent to the common area, with pavers. This rear yard/garden will be a Residential Limited Common Element appurtenant to Residential Unit 1B, and is below-grade. The Condominium will have the right to access this yard in order to maintain sub-grade drain lines or other necessary work. The combined yards satisfy NYC zoning requirements to provide light and air for Unit 1B.

The Unit 1B rear yard will be illuminated with a wall sconce and under bench lighting, and the Common rear yard will utilize path lights and up-lighting, in compliance with Landmarks Preservation Commission requirements for non obtrusive lighting. The lighting will be adequate for safety purposes but subdued.

There will be separate drains in the rear yards, connected to the internal drainage system, assuring adequate drainage.

(10) Interior stairs

(i) Number of stairs

Upon entering the residential lobby on Mott Street, an open stairway will descend a ½ level to the basement, and another open stairway will ascend a ½ level to the 1st floor (both approximately 5' in height).

The Residential Units will be serviced by two stairways set in a scissors arrangement. Upon entering the entry vestibule directly off of Mott Street, an enclosed stairway will ascend to the 4th floor. Another enclosed stairway starts at the 1st floor and also ascends to the 4th floor. The stairway continues up to the Bulkhead level roof (partially an open exterior stair).

An enclosed stairway descends from the entry level on Mott Street down to the cellar. Another enclosed stairway descends from the 1st floor down to the cellar.

Both stairway egress paths exit through the vestibule at Mott Street vestibule. This means that technically the Building has only a single means of egress. The current code requires two distinct means of egress. A Construction Code Determination was obtained from the Building Department allowing this condition. Such conditions are permitted, non-conforming conditions if they were in place before the current, specific code requirements were enacted, or are allowed by the New York City Building Department. This is a Special Risk for non-conforming conditions installed prior to current code requirements, which may remain in older buildings, where the condition does not meet current code standards. If current code standards are retroactively applied, the non-conforming conditions would have to be corrected and conform to the then current requirements. The correction of any non-

conforming condition that may be required under applicable law is an obligation of the Condominium and not one that would apply to the Sponsor.

(ii) Enclosure

The stairways will be installed in a fire rated concrete masonry unit or gypsum board enclosures. Part of the enclosure will utilize existing brick walls.

(iii, iv ,v ,vi) Construction, stringers, treads, and risers

The stairways will be steel pan with concrete tread infill and 3'0" wide minimum. The stringers and underside of the stairs will also be steel. Sponsor reserves the right to substitute glass, metal or stone for the open stairs in the residential entrance lobby off of Mott Street.

(vii) Stair railing

The stairways will have steel railings, with ¼" vertical dowels, 4-1/2" or equal, or pipe rails. Sponsor reserves the right to install decorative railings at the open stairs in the residential entrance lobby off Mott Street.

(viii) Balustrades

There are no balustrades.

(ix) Other stairs

Residential Units 2A, 1B, 3A, 3C and 4B will have wood stairs, or similar, connecting floors. These are communicating stairways between floors and will not constitute a means of egress (they can have winders, which are partial treads). The stairways will not be set in enclosures. Railings will be wood, metal, gypsum board, glass, or a combination of these materials, and will satisfy code requirements.

(11) Interior doors and frames

(i, ii,) Entry doors, interior doors, and corridor doors

The Unit entrances and stairwell enclosures will have 3' wide, hollow metal or wood/calamine clad, fire rated, self-closing, fire rated doors set on metal frames, with locksets.

There will be a variety of door types and sizes in the Units, either hollow metal or wood. Door hardware will meet handicap code requirements. Bathroom doors will have locksets.

(iii) Cellar doors

The cellar doors will have 3' wide, hollow metal or wood/calamine clad, fire rated, self-closing doors set on metal frames, with locksets. Door hardware will meet handicap code requirements

(iv) Roof doors and frames

The roof bulkhead will have a pair of hollow metal, 5' X 7'6" doors for the UPS equipment enclosure and aluminum and insulated glass door accessing Unit 4B, as described in the Terrace Section.

(12) Elevators

(i) Number of passenger and service elevators

A new residential, "machine-less" elevator will be installed in the Building in a new, fire rated, concrete masonry unit or gypsum board shaft, as indicated on the floor plans put forth in the Offering Plan. All equipment will be new, and all work will conform to all code requirements including Local Law #58 (handicap access), as required.

An exterior, ADA, handicap platform lift, Garaventa Genesis or similar, will be installed by the Owner of the CFU or by the Sponsor, at the sole cost and expense of the CFU. The lift will be located in the front courtyard of Prince Street to provide access to the basement of the CFU. The lift will be for CFU use only.

(ii) Manufacturer, age of each, and capacity

The elevator will be new, built by Kone Elevator Company, and will have a 2,500 pound (16 person) capacity traveling approximately 150 feet per minute. The Sponsor will not be obligated to provide a maintenance contract beyond the initial warranty period of the elevator installation.

(iii) Type of operation and location

The elevator will have automatic operation dedicated to residential passenger use, with occasional use for moving furniture and moving trash to the cellar or first floor, and then out of the Building. The elevator will be located in the central portion of the Building, as indicated on the attached plans.

(iv) Controls

The elevator will have an electronic controller (KCM831 W/KDM-40A) located in the elevator machine room. The cab will have full controls including digital position indicator and call buttons. The elevator will have full elevator safety features, as required by the New York City code, including fireman controls, elevator recall, self-leveling, and infrared detector.

Floors served

The elevator will service the residential areas of the cellar, basement, entry level, 1st floor, 2nd floor, 3rd floor, and 4th floor, but not the Penthouse floor and Bulkhead.

(v) Type

The elevator will be a "machine-less" type.

(vi) Doors
The elevator will have, single speed, single panel, stainless steel doors.

(vii) Machine room location
The elevator machine room will be located in the cellar.

(ix, x) Motor
The elevator will have a 6.9 horsepower AC motor (MX10/O8G21-6 w/fan). Elevator will be simplex operation.

(13) Elevator cab

(i) Kind
The cab will be an approximately 8'high steel shell, with a platform dimension of approximately 6'8" width and approximately 4'4" depth.

(ii) Floor
The cab will have a vinyl floor or similar.

(iii) Walls
The cab walls will have plastic laminate panels or similar.

(iv) Ceiling
The cab ceiling will be metal or plastic laminate

(v) Lighting
The cab will have 6 recessed, small diameter down lights, or similar.

(i) AUXILIARY FACILITIES

1) Laundry rooms
There will be no laundry room. Each Residential Unit will be supplied with an LG, or similar, stacked, washer (WM8000HVA) and gas dryer (DLEX8001V) located in a closet, except for Residential Unit 4B where the washer/dryer will be located in a room. The dryers will be mechanically vented.

2) Refuse disposal

(i, ii, iii) Incinerator, compactor, jurisdiction approvals
There will be a Wilkinson Trisorter, TSC-3RU, trash compactor installed to service all Residential Units, working in conjunction with a trash chute.

(iv) Initial storage location
There will be a compactor room in the cellar, which will also be used for initial storage. Building personnel will store trash and recyclables from the Residential

Units and transfer the trash in the compactor room and transfer them up to the sidewalk using the Building elevator. Collection times to be determined by the Board. The trash is collected by the City as a municipal service.

The CFU will make its own trash collection arrangements, and will have the right to install a trash bin in the front courtyard facing Prince Street.

(j) PLUMBING AND DRAINAGE

1) Water supply

Water and sewer service is provided by the City of New York as part of its services. There will be a single meter. There will be a new, 3" water service connected to the NYC water main at Mott Street. Residential domestic water pressure will be maintained by a constant pressure, duplex booster pump (Peerless model 80DES35GAF rated at 80 gallons per minute), and cushion tank. The pump will have a one year replacement warranty (from time of sign off). Water pressure will meet or exceed New York City code standards. There will also be a metered sprinkler service, with water intake delivered from Mott Street.

The Residential domestic hot water system will be generated by a central boiler Lochinvar KBN-400, or similar, 12 horsepower, and operating at an output of 327 MBH, working in conjunction with two, Lochinvar, 82 gallon, hot water storage tanks.

Hot water piping will be type L, copper.

All piping subject to freezing will be insulated and heat traced.

2) Fire protection system

(i –v) Standpipes, hose racks, sprinkler heads, siamese connection

The Building will be fully sprinkled, with an automatic wet system. The sprinkler intake service will be 4". There will be a combination of recessed (concealed) upright, sidewall and exposed heads. Branch piping will be schedule 30 and schedule 10 black steel. Sprinkler will have a flow switch alarm.

A new Siamese connection will be installed in the northeast corner of the building. Sprinkler system pressure will be maintained by street pressure and a sprinkler booster pump (Peerless SPVF rated at 400 gallons per minute). There will be no hose racks, and only a sprinkler standpipe. The pump will have a one year replacement warranty (from time of sign off).

3) Water storage tanks

(i-v) Number, type, location

There will be no water storage tanks, except the two domestic hot water tanks described in the Water supply section.

4) Water pressure

Residential domestic water pressure will be maintained by a constant pressure, duplex booster pump (Peerless model 80DES35GAF rated at 80 gallons per minute), and cushion tank. The pump will have a one year replacement warranty (from time of sign off). Water pressure will meet or exceed New York city code standards.

(5) Sanitary sewage system

(i, ii, iii) Material, pumps, disposal

The sanitary sewage system will work by gravity, with new cast iron lines and traps, draining into an 8"outtake line, via an ejector pump, connected to the street main. There will be clean-outs. Sewer lines will be new.

The adjacent Building, 38 Prince Street, which is not part of the Condominium, will have an easement to install sanitary and storm drainage pipes in the cellar of 235 Mott Street, as described in the REA.

(6) Plumbing permits required

Plumbing permits are not required for any current work besides the renovation work under Alteration #1 application 121333690, which have been obtained.

(7) Storm drainage system

The storm sewage system, servicing the roof and terraces, will work by gravity, with cast iron lines draining into a detention tank and drain/house trap, and will be combined with the sanitary system.

(i) Catch basins

There will be no catch basins.

(ii, iii) Yard and roof drains

The roofs utilize metal gutters and leaders integrated with the roof cornice, and are in fair condition. There are also internal roof/terrace/rear yard drains. Drainage is combined with the sanitary system. All drainage is internal (no sidewalk discharge). The Building will utilize control flow drains on the upper terraces (these work in conjunction with the terraces that hold water under the pavers and drain at a controlled rate)

There will be separate drains in the rear yards, connected to the internal drainage system, assuring adequate drainage.

(iv) Ejector or sump pumps

There will be a sump pump installed in the elevator pit (B & G, 60-2S, rated at 20 gallons per minute).

There will be a duplex sewage ejector pump (Peerless CP3085IMP438, rated at 80 gallons per minute), located in the cellar to service the Building, discharging into

the Mott Street sewer via an 8" combined sewer line. The pumps will have a one year replacement warranty (from time of sign off).

(k) HEATING

1,2,3,4,5) System distribution, number of boilers, and description.

The Residential Units will be heated by electric fan coil units mounted in the ceilings, per the description in the air conditioning section below, as well as various common areas such as the gym and entrance vestibule. Supplemental heat will be provided to all the condensers by a "stage 2" hot water heating loop connected to a boiler located in the cellar (there are a total three Lochinvar KBN-400, or similar, 12 horsepower boilers operating at an output of 327 MBH: one for the domestic hot water system, one for the heating system, and a standby boiler)

All full bathrooms will have electric, radiant heated floors.

Residential Units 1B, 2B, 3B and 4B will also receive baseboard heat from a central, hot-water distribution system utilizing fin tubes, generated by the boiler that also provides the stage-two, supplemental heating and Residential domestic hot water. The cost of this supplemental heat will be apportioned to each of these Residential Units, as initially calculated by the Sponsor's mechanical engineer**.**

Common area stairways and lobby will also receive heat from the central hot water distribution system utilizing fin tubes generated by the gas boilers.

Heating will satisfy New York City code requirements.

Each Residential Unit will have one or more, programmable thermostats for heat/air conditioning, with an LED temperature display.

The heating and air conditioning systems for the CFU will operate independently of the Residential Units and Residential Common Elements.

(6) Radiators

The Building will not have radiators (Residential Units 1B, 2B, 2B and 4B, and some Residential Common Elements will utilize hot water fin-tube elements for localized local heat.

(7,8,9) Fuel

There is no oil usage. The Building will use gas as described below, and electricity.

(l) GAS SUPPLY

There will be one natural gas line for the Building (single meter with back-up Meter) measuring approximately 3" and providing Residential Unit Owners gas for kitchen ranges, and dryers, and gas fireplaces in some of the Units (1B, 2A, 3A, 3C, & 4B), as well as the Building boilers. There will be a meter for the emergency generator. The Sponsor reserves the right to install individual gas meters for each Unit. Piping will be black steel. Sponsor reserves the right to install individual gas meters to service each Residential Unit. All gas usage will be a common cost except for the gas used to provide supplemental baseboard heat to Units 1B, 2B, 3B, and

4B, where the cost of such estimated usage will be calculated for each Unit by the Sponsor's mechanical engineer, and allocated as an extra cost of each of these Units.

The emergency generator on the roof will be serviced by a 2-1/2" gas service with booster pump

(m) AIR CONDITIONING

(1,2,3,4) Air Conditioning

Air conditioning and heat for each Residential Unit will be provided by ceiling hung, air cooled, electric fan coil units working in tandem with split, rooftop, outdoor condensing units, distributing air through ceiling diffusers, connected to each Unit's electric panel. These units will also provide heat. Equipment will be Mitsubishi or similar. Outdoor condensing units to vary in size between 4 to 10 tons, and will satisfy New York State energy requirements. (PUMY-P48NHMU to Pury-P120YKMU) as follows (nominal tonnage):

1B	10 tons
2A	10 ton (6 ton unit and 4 ton unit)
2B	6 tons
3A	6 tons
3B	6 tons
3C	8 tons
4B	8 tons
Cellar areas	4 tons

Wine room to have separate AC package (1/2 ton unit)

The fan coil units will vary between 0.5 to 2.5 tons (Mitsubishi PEFY-PO6NMAU-E2 to PEFY-PO30NMAU-E).

The rooftop air-conditioning condenser units will create some sound, and prospective Unit Owners should determine whether transmitted sounds are acceptable before purchasing. This is a Special Risk. The Sponsor has engaged Robert A. Hansen Acoustical Consultants to assist with design and material selection.

All exterior metal, including fasteners, will be corrosion resistant. Piping on the roof will be insulated. All equipment efficiency shall comply with the NYC Energy Construction Code.

(n) VENTILATION

The bathrooms, kitchens and the dryers in the Units will have ducted, mechanical ventilation, with exhaust fans on the roof. The cellar trash room, and required cellar utility rooms, will also be mechanically ventilated.

The Building will have Greenheck, or equal, centrifugal roof exhaust fans, ranging from model SQ-120-VG direct drive rated at 300 Cubic Feet per Minute (CFM) up to GB-180HP-15 belt drive rated at 4,400 CFM.

(o) ELECTRICAL SYSTEM

(1-5) Service, Adequacy

Electricity will be provided by Con Edison. Power for all Residential Common Elements will be master metered. The Building will have a 1,200 amp service with 6 service-disconnect switches located in the cellar electrical room:
2 house switches, 1 fire pump switch, 1 meter bank switch, 1 spare house switch, and a 600 amp service switch for the CF Unit. System is 120/308 volt, 3-phase, 4 wire, 60 Hz.

There will a 120/208 volt, 3 phase, electric panel board (single or in combination) for each of the Residential Units (42 poles minimum per Unit including spares). Each Unit will have approximately 80% the following rated power

Units 2A and 1B:	175 amps
Units 2B, 3A, 3B, 3C & 4B:	150 amps

Power will be adequate for modern usage, including use of high efficiency dishwashers, microwaves, heating, and air conditioning. GFI outlets will be installed in wet locations. Water resistant receptacles will be specified for exterior areas. There are no dedicated children's areas.

A 60 KW natural gas generator (Guardian model QT060 or similar), will be installed on the roof of 235 Mott Street. The generator will provide emergency power to some of the common areas of the Building, and some, but not all, the circuits in the Residential Units. This generator, as well as one scheduled to be installed at 38 Prince Street, which is not part of the Condominium, are required to be tested monthly, and can be noisy, with a decibel level of 72 at a standard 23' distance. This is a Special Risk. The Sponsor has engaged Robert A. Hansen Acoustical Consultants to assist with design and material selection.

(p) INTERCOMMUNICATIONS, CABLE TV, & PHONE

The residential intercommunication systems will consist of a voice intercom system used in conjunction with an electric strike door release at the entrance of the Building. A caller identifies his or her presence through a call box at the entry. The occupant of the Residential Unit can hear who is calling and can communicate back through their intercom and activate the door release letting the caller into the Building. The Sponsor reserves the right to add a visual monitor to the system, and to substitute a phone connection to each Residential Unit in lieu of an intercom.

There will be no master antenna in the Building. The Building will be wired for a TV connection to each Residential Unit. Phone and internet service, and television service will be available through a cable that will be provided. Installation and operation costs of telecommunications and television equipment are to be borne by the individual Unit Owners. Owners will make individual arrangements for cable TV/phone/internet services with providers with direct billing to user (as available in the Building).

The Building will not have common satellite reception, or a master antenna. The Building will be serviced by Verizon (or equal). Units will not be allowed to install wiring in any common area without Condominium approval.

(q) PUBLIC AREA LIGHTING

The gym will have LED cove lighting and 4" square, recessed down lights (typical). The cellar utility rooms will utilize surface mounted fluorescent fixtures. The Residential main lobby will have a Pendant fixture and LED cove lighting. Building Residential hallways and the entrance vestibule will have 4" square recessed down lights. Residential stairwells will have emergency exit light fixtures.

(r) GARAGES AND PARKING AREAS

There will be no parking on the Property. Extremely limited public parking is available in the area.

(s) SWIMMING POOL

There will be no swimming pool.

(t) TENNIS COURTS, PLAYGROUNDS, RECREATION FACILITIES

There will be no tennis courts, or playgrounds. There will be a fitness center located in the cellar, a cold storage room (containing Frigidaire refrigerator FPRU19F8QF & Frigidaire freezer FPFU19F8QF), wine storage room, and a bike rack.

(u) REQUIRED PERMITS

There is an Alteration 1 filing (#121333690) to convert the Building from a community facility to mixed-residential and community facility use.

Construction of the Residential Units is expected to be complete by July 31, 2016, with renovation for the interior of the CFU completed afterward by the Owner of the CFU. The Sponsor will secure a new, single Certificate of Occupancy, and reserves the right to sell individual Units as they receive Temporary Certificates of Occupancy, together or separately.

The Building is required to have the following ongoing inspections and certifications:

1) The sprinklers need to be inspected monthly, and yearly (by private vendors with authorization of Fire Department), and every five (5) years in the presence of the Fire Department;
2) The elevator in the Building must be inspected every year, with an additional test every 2nd year, and a safety test conducted every five (5) years;
3) Boilers need to be inspected once a year; and
4) The rooftop generator is tested monthly (as part of a routine maintenance protocol).

(v) VIOLATIONS

As of August 19, 2015, there was a boiler violation (1997), and a Landmarks violation (1983) listed at the Department of Buildings for 32-34 Prince Street, both of which the Sponsor states it will cure prior to the issuance of the permanent Certificate of Occupancy.

As of August 19, 2015, there were no violations listed at the Department of Housing, Preservation and Development (Building does not have current residential use).

Sponsor shall also remove any violations that may be issued prior to the issuance of a permanent Certificate of Occupancy, except if the violation is the responsibility of a Unit Owner or a party who the Unit Owner is responsible for (a tenant), and/or those pertaining to the Condominium's obligations under the Declaration & Bylaws, after the sale of the first Residential Unit by the Sponsor, in which case the Sponsor will have the right to cure the violation if the responsible party fails to cure the violation. In this case the Sponsor will not have the obligation to pay for the cost of curing the violation. The expense will be charged to the condominium, who will then charge the responsible party if applicable. The Condominium will reimburse the Sponsor for its incurred costs.

(w) UNIT INFORMATION

All of the Unit areas and all public areas were visited.

The following description may vary from Building Department zoning count description.

All of the Residential Units have a minimum of one bathroom, with a sink, toilet, and bathtub. Bathrooms have bathtubs unless otherwise specified to have showers. Powder rooms consist of a toilet and a sink.

Unit	Configuration	Bathrooms
1B	Duplex-basement & 1st floor	Basement: a bathroom w/shower. 1st floor: a bathroom w/2 sinks, a bathroom w/shower, & a bathroom w/ tub, shower and 2 sinks
2A	Triplex-basement, 1st floor, 2nd floor	Basement: 2 bathrooms w/ showers 1st floor: bathroom w/tub & a bathroom w/2 sinks and a tub 2nd floor: Powder room (master bath has tub/shower combination)
2B	Simplex-2nd floor	a bathroom w/ 2 sinks, a powder room, a bathroom w/ tub, shower & 2 sinks, & a bathroom w/a shower

3A	Duplex-3rd floor & 4th floor	3rd floor: a bathroom 4th floor: a bathroom w/shower, & a bathroom w/tub, shower & 2 sinks
3B	Simplex-2nd floor	a bathroom w/ 2 sinks, a powder room, a bathroom w/ tub, shower & 2 sinks, & a bathroom w/ shower
3C	Duplex-3rd floor & 4th floor	3rd floor: bathroom w/tub, shower & 2 sinks, & a powder room 4th floor: a bathroom, a bathroom w/ shower, & a bathroom with shower & 2 sinks
4B (AKA PH Unit)	Triplex-4th floor, Penthouse & Bulkhead	4th floor: a bathroom with shower & a powder room, Penthouse: a bathroom w/ shower, a bathroom w/ shower, & a bathroom w/tub, shower & 2 sinks.

Cellar storage lockers, built of steel and equipped with locks, as indicated on the attached plans, will be allocated to the Residential Units as follows (sizes are approximate):

1B	65 SF
2A	48 SF
2B	47 SF
3A	65 SF
3B	47 SF
3C	65 SF
4B	65 SF

The lockers will be limited common elements and the area they are in will be a residential common area.
Sponsor reserves the right to substitute gypsum board for steel.
There will be a water closet in the cellar, with a toilet and sink.

1) Finishes for Residential Units

The Residential Units will have the following finishes:

a) Floors will be white oak, solid plank, field finished in a natural matte. Bathroom floors to be travertine tile, or limestone mosaic tile, or marble. Master bathroom showers to have wood shower mats;
b) The walls and ceilings of the Units will be light colored painted gypsum-board, or exposed concrete slab or brick. Walls to have 4" wood baseboards:

c) Kitchen cabinetry in the Units to be natural aluminum and walnut veneer. The kitchen counters and backsplash will be marble slab;
d) Bathroom vanities will be wood veneer, or marble slab, or stone;
e) Bathroom walls will be marble mosaic or limestone mosaic, marble slab, or marble tile, or porcelain tile, typically running 6' high enclosing showers and bathtubs with tile wainscoting, or baseboards, on other walls. Showers to have glass doors;
f) The Units will have switched fixtures as required by code; and
g) There are exposed posts and beams in the Units as indicated on the plans.

The Sponsor reserves the right to substitute all finishes for other finishes of equal or better quality.

The alcove in Unit 1B has a raised floor as indicated on the plans.

(2,3) Type and condition of residential lavatory and bathroom fixtures, and kitchen appliances

The Residential Unit bathrooms have sinks, toilets, and bathtubs or showers, and will be equipped with the following fixtures:

Toilets	Toto	#MS626214CEF(G)
Lavatories	Duravit	Vero 033048, 033043
Powder room sinks to be custom or Duravit		
Lavatory faucet	Waterworks	.25#PTLS03 or 05
Bathtub	Waterworks	.25#PTBT25 or Classic #CLTB0266
Bathtub faucet	Waterworks	.25#PTTS28 or 82
Kitchen sink	Blanco	#5158234
Kitchen faucet	Grohe	#32665G
Per appliance schedule, some kitchens are equipped with prep sinks (Blanco & Grohe)		
Kitchen range	Gaggenau (gas)	VG295214CA or VG42421OCA
Kitchen ovens	Gaggenau	BO481611 or BO480611
Kitchen steam ovens	Gaggenau	BS485610
Kitchen refrigerator	Gaggenau	RB492701
Unit 1B has Gaggenau refrigerator RC472701 & Gaggenau freezer RF463703		
Kitchen dishwasher	Gaggenau	DF260761
Kitchen warming drawer	Gaggenau	WS482
Garbage Disposal	Waste King	2600 Legend Series
Wine storage unit	Gaggenau	RW404760
(full height wine refrigerator in Unit 4B		
Washer	LG	WM8000HVA
Dryer	LG(gas)	DLEX8001V

The Sponsor reserves the right to substitute all appliances, fixtures, and faucets

for models and manufacturers of equal or better quality.

Some Units will be equipped with two sinks and two dishwashers, per the attached plans.

One bathroom in each Residential Unit will be equipped with a steam shower (Mr. Steam).

A common area powder room, with toilet and sink, will be installed in the cellar.

(x) FINISH SCHEDULE OF AREAS OTHER THAN UNITS

AREA	FLOORS	BASE	WALLS	CEILING
ENTRY FOYER	Vinyl tile	Wood	Gypsum board or exposed brick	Gypsum board or exposed slab
MAIN LOBBY	Slate tiles	Wood	Gypsum board or exposed brick	Gypsum board or exposed slab
HALLWAYS	Slate tiles	Wood	Gypsum board or exposed brick	Gypsum board or exposed slab
CELLAR	Concrete	No base	Gypsum board, masonry block, stone or brick	Gypsum board or exposed slab

All finishes will be new. The Sponsor reserves the right to substitute similar or better finishes.

(y) SAFETY AND WARNING DEVICES

The Residential Units will be equipped with smoke detectors and carbon monoxide indicators. A smoke detection system will be installed in the Building, with a central station control panel. The system will have a fire alarm and pull station, and will be tied into the sprinkler system (flow switches), and will have elevator recall.

(z) ADDITIONAL INFORMATION

(1) Site plan

Site plan is attached.

(2) Area map

Area map is not required (urban area).

(3) Floor plans

Floor plans are attached

(4) Floor to ceiling heights of Residential Units

Dimensions are approximate. Heights vary within the Residential Units and hallways. There are exposed beams, dormers, and sloped ceilings in the Units as indicated on the plans, with some areas with lower heights, as indicated on plans.

Basement	8'2-9'0" (typical)
1st floor	10'4"
2nd floor	9'10"
3rd floor	9'7"
4th floor	9'9" (dormers/attics with some lower areas in Residential Units 3A & 3C)
Penthouse	9'0"
Bulkhead	8'0" +/-

(5) Total area for each Unit.

The following are the approximate square footages for the Units. The approximate indoor floor area of each Unit has been measured from the exterior side of the façade or exterior Building walls or glass windows at the Building line and/or Property line enclosing the Unit, or from the midpoint of the interior Party Walls separating the Unit from another Unit, or from the public side of the interior Party Walls separating the Unit from the public corridors or public stairs, or from the mechanical space side of interior Party Walls separating the Unit from mechanical equipment space or any other Common Elements. Columns and mechanical pipes and chases (whether along the perimeter or within the Unit) are not deducted from the square foot area of the Unit.

The floor area occupied by any Common Elements bordering or within a Unit (such as the Building's façade or exterior walls, vents, chase walls or areas, conduits, ducts, shafts or pipes) have been included in the computation of the floor area of the Unit, but such Common Elements are not part of the Unit.

The configuration, fenestration and dimensions are approximate. The square footages and room dimensions on the floor plans are estimates based on an extrapolation of the square footage of overall Unit dimensions in accordance with the customary practice in New York. The square footages shown are taken from points behind the walls enclosing the Unit and thus exceed the Unit's usable floor area. A room's dimensions shown on the floor plans, however, are measured from the interior surface of the walls enclosing the room and may include closets. The Sponsor states that inaccuracies between a Unit's overall size and its actual square footage, will not excuse a Purchaser from completing the purchase of a Unit without abatement in price and without recourse against the Sponsor, regardless of any other inaccuracies in individual room dimensions. The Sponsor reserves the right to make changes to the Unit in accordance with the Offering Plan.

Some areas of Unit 3A and Unit 3C have areas with heights less than 8 feet; areas less than 8 feet high may not meet the definition of usable space as per NYC zoning regulations.

Unit	Approximate Square feet
1B (duplex)	2,419 SF Basement 2,359 SF 1st Floor 4,778 SF Total Plus 65 SF cellar storage locker Plus 338 SF rear yard/garden

Unit	Approximate Square feet
2A (triplex)	1,090 SF Basement 1,139 SF 1st Floor 1,440 SF 2nd Floor 3,669 SF Total Plus 48 SF cellar storage locker Plus 74 Square foot courtyard/planter area on Prince Street (no direct Unit access)
2B (simplex)	2,619 2nd Floor Plus 47 SF cellar storage locker
3A (duplex)	1,360 SF 3rd Floor 1,383 SF 4th Floor 2,743 SF Total Plus 65 SF cellar storage locker Part of upper level contains mechanical equipment for the Unit as indicated on the plans
3B (simplex)	2,616 3rd Floor Plus 47 SF cellar storage locker
3C (duplex)	2,083 SF 3rd Floor 1,674 SF 4th Floor 3,757 SF Total Plus 65 SF cellar storage locker Some areas located adjacent to the dormers are not accessible because knee walls are being constructed as indicated on the plans.
4B (triplex) (AKA PH Unit)	1,935 SF 4th Floor 1,640 SF Penthouse level 98 SF Bulkhead 3,673 SF Total

	Plus 65 SF cellar storage locker Plus 541 SF 4th floor terrace Plus 342 SF Penthouse terrace Plus 327 SF Bulkhead terrace
CFU	2,091 SF Basement 2,088 SF 1st floor 2,088 SF 2nd floor 6,267 SF Total

(6) Master floor plans

Unit adjacencies are as indicated on accompanying floor plans.

(ab) UNUSED DEVELOPMENT RIGHTS

Based on a calculated Residential Floor Area Ratio (FAR) of 4.8 for the corner portion of the lot, and an FAR of 4.1 for the interior portion of the lot, there are approximately a total of 67,995.5 square feet of development rights for the Property, including 38 Prince Street (Tax lot 22) and 233 Mott Street (Tax lot 23), which are not part of the Condominium. This calculation does not include possible mechanical space credits, or any other bonuses that may be available. 8 Prince Street will have 8,000 square feet of total development rights, and 233 Mott Street will have a total of 12,200 square feet of development rights. Subtracting these amounts from the total, the Condominium will have a total of approximately 47,795 square feet of development rights. Since the Condominium will have approximately 34,536.32 gross square feet of zoning floor area, there will be approximately 13,259.18 square feet of unused residential development rights remaining.

The Unused Development Rights will be retained by the Condominium for the benefit of all the Unit Owners based on their respective Common Interests by the Condominium. However the Sponsor, while it continues to own any of the unsold Residential Units, reserves and retains any proceeds generated from the sale of such Unused Development Rights attributable to the Residential Units.

(ac) ASBESTOS

Asbestos is discussed in Part I of the Offering Plan.

(ad) ADDITIONAL INFORMATION

(1) Lead

Based on the age of the Building, lead-based paint may have been used in the painting of some surfaces of the Building. A lead test Report is attached. The Sponsor states that although the entire Building is being renovated, residual amounts of lead may remain, and that it does not intend to remove any lead-based paint that may remain in the Building. In the future, if the walls and ceilings of the Units are demolished or altered, the protocol to test for the presence of lead based

paint and (if present) handling thereof, under applicable law and as required by the Condominium. This is a Special Risk.

(2) Radon

The Building has not been tested for Radon.

(3) Roof rights and commercial telecommunications equipment on the roof, against the sides of the Building, and in the Building

Except as to the terrace areas for Residential Unit 4B, the Sponsor reserves the right to install air conditioning equipment and supporting dunnage, as well as communication equipment such as satellite dishes, commercial telecommunications equipment such as antennae arrays and housings, electrical ventilation, and plumbing equipment.

(4) Construction regulations

The Board of Managers, in accordance with the Declaration & Bylaws, will have access to all areas of the Building for the purpose of making inspections and repairs.

The Board of Managers shall regulate all aspects of construction in the Building by Purchasers including, without limitation:

a) time periods when work is permitted;
b) the manner in which construction debris will be handled;
c) measures which must be taken to prevent compromising the security of the Building during construction;
d) the interruption of services during construction; and
e) liability insurance for contractors during construction.

The Sponsor, as Owner of Unsold Units will not be subject to these regulations.

(5) Building security devices

The Building will have security cameras located at selected Residential Common Area locations and the Building exterior. The security equipment rack with monitor will be located in the cellar and will not be regularly watched. There will also be a monitor station in the Residential lobby. The Building will have an intercom system as described in Section (p), Intercommunications.

(6) Unit Owner Work

The Sponsor states that the sale of any Unit shall not be conditioned upon the purchaser being required to perform any additional work necessary to secure a Temporary or Permanent Certificate of Occupancy.

(7) No undertaking to repair

The Sponsor has not undertaken to correct or repair any existing conditions noted in this Report including with respect to any Special Risks, unless otherwise expressly provided, but may do so at its election in its sole discretion.

(**8**) **Compliance with the Americans with Disability Act**

The Building does not conform to the current provisions of the Local Law 58 (handicap accessibility requirements). Generally, such Building elements are permitted, non-conforming conditions if they were in place before the current, specific code requirements were enacted, or are allowed by the New York City Building Department. This is a Special Risk for non-conforming conditions installed prior to current code requirements, which may remain in older buildings, where the condition does not meet current code standards. If current code standards are retroactively applied, the non-conforming conditions would have to be corrected and conform to the then current requirements. The correction of any non-conforming condition that may be required under applicable law is an obligation of the Condominium and not one that would apply to the Sponsor.

(9) Sponsor work

The Sponsor has stated that it will perform all work listed throughout this report as "Sponsor Work", in addition to the comprehensive renovation delineated in the attached filing documents.

v) Violations: Curing open Building Department violations listed as of October 8, 2014, and issued prior to the issuance of a permanent Certificate of Occupancy, except if the responsibility of a Unit Owner and/or those pertaining to the Condominium's obligations under the Declaration and Bylaws, after the sale of the first Residential Unit by the Sponsor.

(10) Warranties

There will be no warranties or guarantees for any of the work, equipment, or materials in the Buildings, unless specified. This exclusion includes windows, roof, elevator, electricity, heating, ventilation, brickwork, structural systems, or any other components or construction defects. The Sponsor will transfer all warranties in its possession to the Condominium, and will give to Residential Unit Owners warranties for appliances as applicable and in Sponsor's possession.

(11) Waivers

The Sponsor has not undertaken to correct or repair any existing conditions noted in this report, including the special risk section, unless otherwise expressly provided.

(12) Easements

The Condominium will have an easement to access the Penthouse and PH terraces of Residential Unit 4B to access and maintain equipment, and to access the rear yard/garden of Residential Unit 1B, to maintain sub-grade drainage lines.

The CFU will have an easement to access the elevator, stairs and roof of 235 Mott Street to access its rooftop equipment.

38 Prince Street, which is not part of the Condominium, will have an easement to install and maintain sanitary and storm drainage pipes in the cellar of 235 Mott Street, at its sole expense.

The roof is continuous over 235 Mott street and 38 Prince Street. 235 Mott Street and 38 Prince Street will have an easement to replace/repair/maintain the roof and drainage system, and part of the foundation providing support for both Properties, which will be a Shared Cost as defined in the REA. All costs will be apportioned between 235 Mott Street and 38 Prince Street based on work performed on the respective Properties.

The Property does not have lot line windows. 38 Prince Street, which is directly adjacent to the Property, has lot line windows directly on the property line, at the front courtyard and rear yard (basement, 1st, 2nd and 3rd floors), and has an easement in the REA from the Condominium protecting the existing light and air that the lot line windows receive.

38 Prince Street has given a rear-yard, non-obstruction easement to the Condominium allowing larger windows to be installed in the rear, south-facing walls of Units 1B, 2B, 3B and 4B.

There is a mutual easement for a shared, storm-water roof-leader with 38 Prince Street.

(13) Documents to be transferred to the Condominium Management

The Sponsor will transfer all equipment maintenance documents, including operation manuals and warranties, in its possession, and will also provide a copy of the final "as-built" architectural, mechanical, fire alarm, plumbing, sprinkler, and electrical drawings as submitted to the New York City building Department to obtain the Certificate of Occupancy.

The sponsor will not be obligated to provide progress drawings or shop drawings, operation and maintenance manuals, electronic system manuals, re-commissioning manuals, start up sheets, control system documentation, or test and balance reports.

SPECIAL RISKS

(1) Waivers

The Sponsor has not undertaken to correct or repair any existing conditions noted in this report, including special risks, unless otherwise expressly provided.

(2) Non-conforming conditions

The Property is a typical example of older buildings that do not completely conform to current Code standards in such areas as handicap accessibility (ADA and Local Law 58), entrance door sizes, number of means of egress, possible presence of lead, etc.

Generally, such Building conditions are permitted, non-conforming conditions if they were in place before the current, specific code requirements were enacted, or if allowed by the New York City Building Department. These are Special Risks for non-conforming conditions installed prior to current code requirements, which may remain in older buildings, where the condition does not meet current code standards. If current code standards are retroactively applied, the non-conforming conditions would have to be corrected and conform to the then current requirements. The correction of any non-conforming condition that may be required under applicable law is an obligation of the Condominium and not one that would apply to the Sponsor. These include:

Non-conforming entrances:

The entrances to the Building do not conform to current code standards. The doors at the Mott Street residential entrance are narrower than currently required, and are not handicap accessible. The 1st floor entrance accessing the CFU on Prince Street has a step directly below the door.

Non-conforming Residential Unit means of egress:

Both residential stairway egress paths exit through the vestibule at the Mott Street vestibule. This means that technically the Building has only a single means of egress. The current code requires two distinct means of egress. A Construction Code Determination was obtained from the Building Department allowing this condition.

(3) No Warranties

There will be no warranties or guarantees for any of the work, equipment, or materials in the Building, unless specified. This exclusion includes windows, roof, elevator, electricity, heating, ventilation, brickwork, structural systems, or any other components or construction defects. The Sponsor will transfer all warranties in its possession to the Condominium, and will give to Residential Unit Owners warranties for appliances as applicable and in Sponsor's possession.

(4) Radon testing

The Building has not been tested for Radon gas.

(5) Schedule for Addressing Special Risks Repairs (as described in the Report)

There are no quantified Special Risks described in this Report that appear to require work in the next 12 months. The Sponsor has no obligation to undertake any of the aforementioned work, but may do so at its election in its sole discretion.

(6) Lead based paint

Based on the age of the Building, lead-based paint may have been used in the painting of some surfaces of the Building. A lead test Report is attached. The Sponsor states that although the entire Building is being renovated, residual amounts of lead may remain, and that it does not intend to remove any lead-based paint that may remain in the Building. In the future, if the walls and ceilings of the Units are demolished or altered, the protocol to test for the presence of lead based paint and (if present) handling thereof, under applicable law and as required by the Condominium.

(7) The front court extending past the Property line.

The front courtyard on Prince Street leading to the CFU entrance, which is a Limited Common Element for the CFU, extends past the Property line. In the event that the City of New York, as owner of this area, were to revoke the license to use this area, this space would be reduced, including fencing in that area (requiring relocation), and the planter at the corner of the Property. This also means that Unit windows overlooking this area (southeast corner windows and the CFU) could have less of a buffer space to the sidewalk, especially the front basement windows of Residential Unit 2A.

(8) Sound transmission

The floors of the Building will be sound attenuated, but the Units will not be soundproof, and prospective Unit Owners should determine whether transmitted sounds are acceptable before purchasing. There is mechanical equipment located adjacent to the second bedroom in the upper level of Unit 3A.

The rooftop air conditioning condenser units will create some sound, and prospective Unit Owners should determine whether transmitted sounds are acceptable before purchasing.

A 60 KW natural gas generator (Guardian model QT060 or similar), will be installed on the roof of 235 Mott Street. The generator will provide emergency power to the common areas of the Building, and some, but not all, the circuits in the Residential Units. This generator, as well as one scheduled to be installed at 38 Prince Street, which is not part of the Condominium, are required to be tested monthly, and can be noisy, with a decibel level of 72 at a standard 23' distance.

In all three cases the Sponsor has engaged Robert A. Hansen Acoustical Consultants to assist with design and material selection.

(9) Vaults

There are 6 small vaults under the Mott Street sidewalk. All are currently closed off from the sidewalk. One of the sidewalk grates, which is adjacent to the 235 Mott

Street entrance, is currently filled in with concrete and is not observable. It is planned to be replaced with a new flush grate, and to be used for ventilation. The other vaults will be in-filled. Some of the vault areas will be used for plumbing connections (gas, sanitary, water and sprinkler lines).

Since the vaults extend into the sidewalk, they are technically owned by the City of New York. If the City of New York, as owner of the vault were to revoke the right to use the vault, the vaults would no longer be usable by the Building, and the cost of removing and relocating equipment in the vault area would be a Condominium expenses and not one to be shared with the Sponsor.

10) Roof warranty

The Sponsor is not providing a No Dollar Limit (NDL) manufacturer's warranty for the new roof. The absence of a NDL manufacturer's warranty may indicate that the roof membrane and appurtenances were not inspected for compliance with the manufacturer's specifications for installation. As such, premature deterioration & replacement of the roof membrane may be anticipated and therefore should be budgeted for. This is a Special Risk. The roof will have a standard manufacturer's warranty for material defects, which will be transferred to the Condominium as applicable.

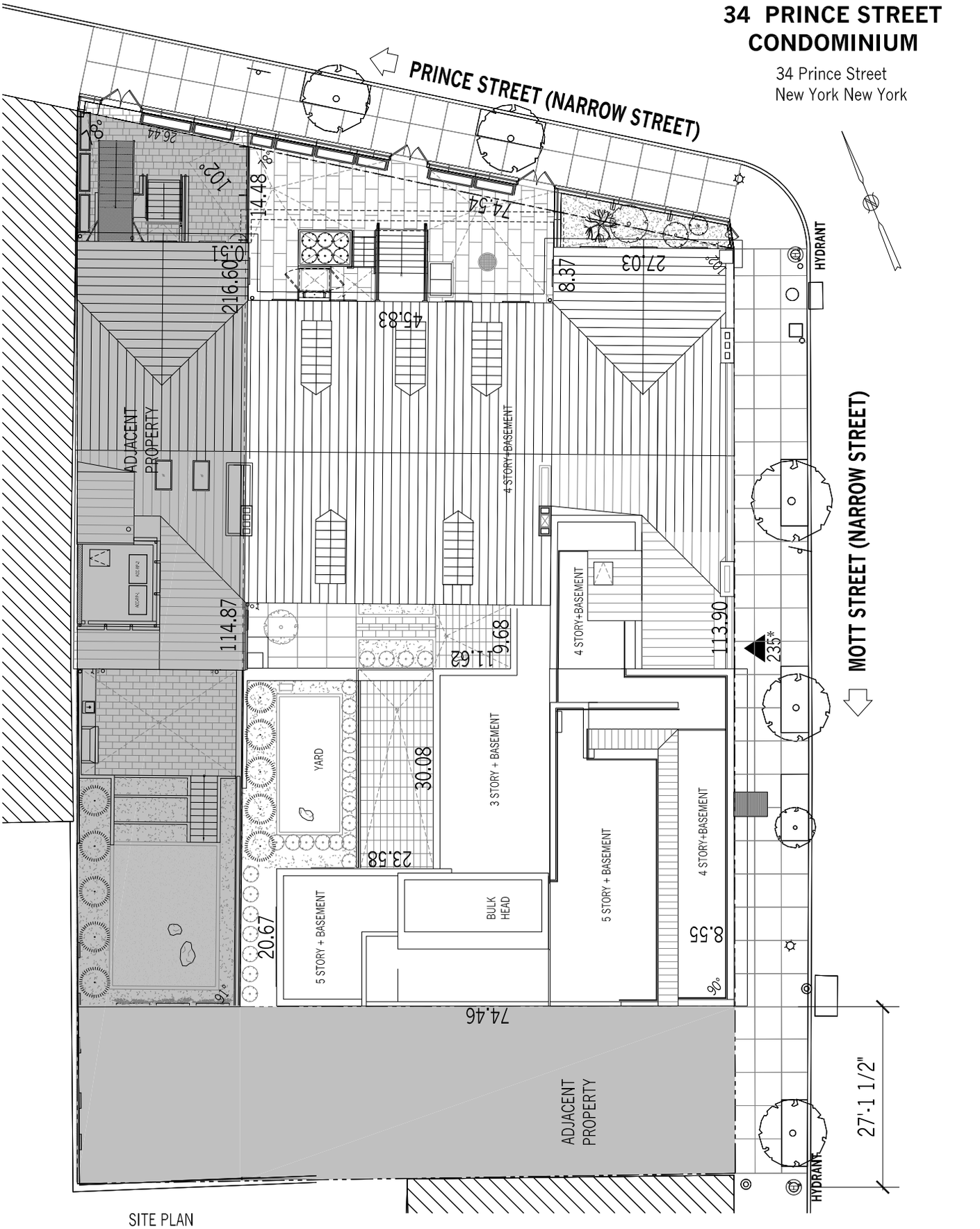
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SITE PLAN

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34 PRINCE STREET CONDOMINIUM

34 Prince Street
New York New York



SITE PLAN

ALL DIMENSIONS AND AREAS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA AND INCLUDES COLUMNS, MECHANICAL PIPE SHAFT, 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 VARIATION FROM FLOOR TO FLOOR. THE COMPLETE OFFERING TERMS ARE IN THE OFFERING PLAN AVAILABLE FROM SPONSOR.

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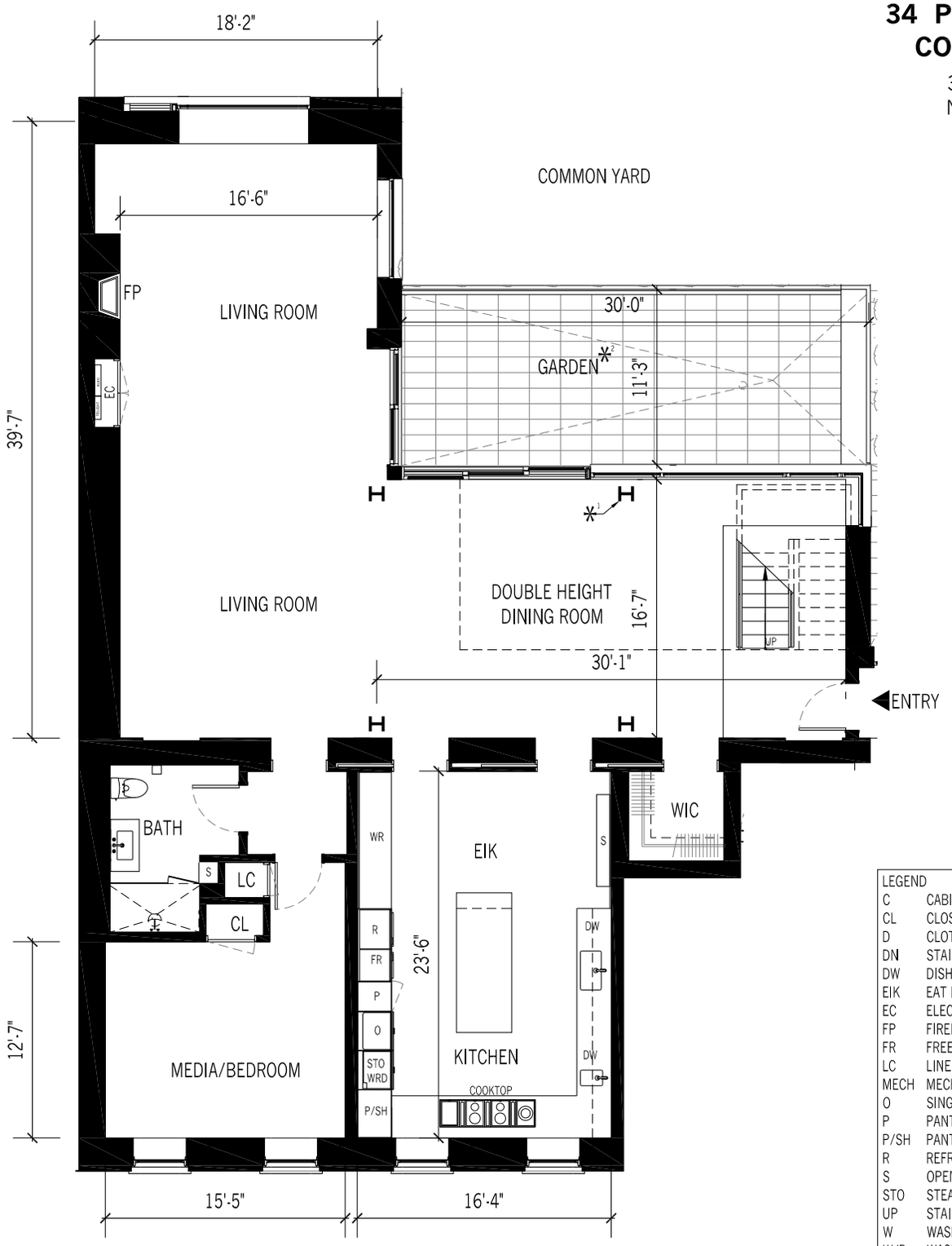
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FLOOR PLANS

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34 PRINCE STREET CONDOMINIUM

34 Prince Street
New York New York



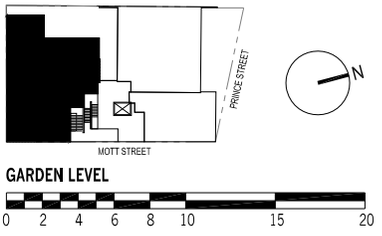
	UNIT AREA	
	2,359 SF	UPPER LEVEL
GARDEN AREA	+ 2,419 SF	GARDEN LEVEL
338 SF	4,778 SF	

LEGEND	
C	CABINET
CL	CLOSET
D	CLOTHES DRYER
DN	STAIRS LEADING DOWN
DW	DISHWASHER
EIK	EAT IN KITCHEN
EC	ELECTRICAL CLOSET
FP	FIREPLACE
FR	FREEZER
LC	LINEN CLOSET
MECH	MECHANICAL SPACE
O	SINGLE OVEN
P	PANTRY
P/SH	PANTRY SHUTTER UNIT
R	REFRIGERATOR
S	OPEN SHELVING
STO	STEAM OVEN
UP	STAIRS LEADING UP
W	WASHER
W/D	WASHER/DRYER
WIC	WALK-IN CLOSET
WR	WINE REFRIGERATOR
WRD	WARMING DRAWER

*1 EXPOSED STEEL STRUCTURE
*2 GARDEN IS LIMITED COMMON ELEMENT

UNIT 1B · 5 BEDROOM / 4 BATH
GARDEN LEVEL/BASEMENT

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34 PRINCE STREET CONDOMINIUM

34 Prince Street
New York New York

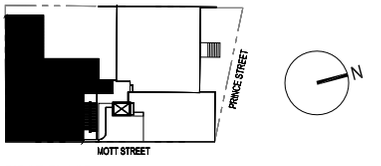


LEGEND	
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WIC	WALK-IN CLOSET
WR	WINE REFRIGERATOR
WRD	WARMING DRAWER

✳ EXPOSED STEEL STRUCTURE

UNIT AREA
2,359 SF UPPER LEVEL
GARDEN AREA + 2,419 SF GARDEN LEVEL
338 SF
4,778 SF

UNIT 1B · 5 BEDROOM / 4 BATH
UPPER LEVEL



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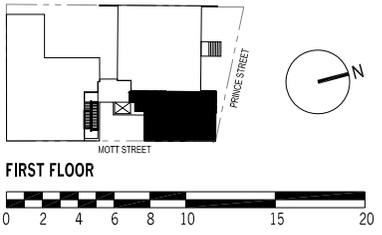
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W	WASHER
W/D	WASHER/DRYER
WIC	WALK-IN CLOSET
WR	WINE REFRIGERATOR
WRD	WARMING DRAWER

⁂ COMBINED TUB AND SHOWER ROOM

		UNIT AREA	
		1,440 SF	ENTRY
		1,139 SF	MID LEVEL
EXTERIOR SPACE 74SF GARDEN	+	1,090 SF	GARDEN
		3,669 SF	

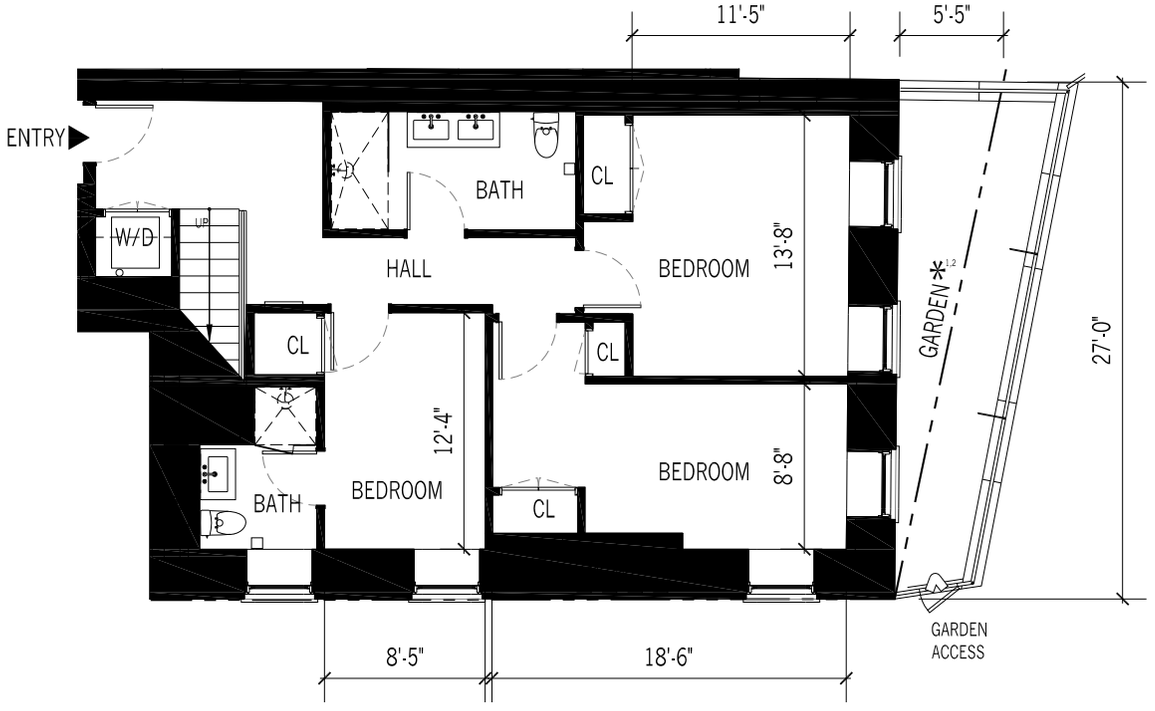
UNIT 2A · 5 BEDROOM / 4.5 BATH
MIDDLE LEVEL - 1ST FLOOR

ALL DIMENSIONS AND AREAS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA AND INCLUDES COLUMNS, MECHANICAL PIPE SHAFT, 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 VARIATION FROM FLOOR TO FLOOR. THE COMPLETE OFFERING TERMS ARE IN THE OFFERING PLAN AVAILABLE FROM SPONSOR.



34 PRINCE STREET CONDOMINIUM

34 Prince Street
New York New York



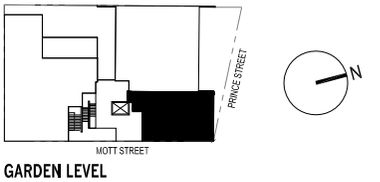
LEGEND	
C	CABINET
CL	CLOSET
D	CLOTHES DRYER
DN	STAIRS LEADING DOWN
DW	DISHWASHER
EIK	EAT IN KITCHEN
EC	ELECTRICAL CLOSET
FP	FIREPLACE
FR	FREEZER
LC	LINEN CLOSET
MECH	MECHANICAL SPACE
O	SINGLE OVEN
P	PANTRY
P/SH	PANTRY SHUTTER UNIT
R	REFRIGERATOR
S	OPEN SHELVING
STO	STEAM OVEN
UP	STAIRS LEADING UP
W	WASHER
W/D	WASHER/DRYER
WIC	WALK-IN CLOSET
WR	WINE REFRIGERATOR
WRD	WARMING DRAWER

*1 NO DIRECT ACCESS TO GARDEN
*2 GARDEN IS LIMITED COMMON ELEMENT

		UNIT AREA	
		1,440 SF	ENTRY
		1,139 SF	MID LEVEL
EXTERIOR SPACE 74SF GARDEN	+	1,090 SF	GARDEN
		3,669 SF	

UNIT 2A - 5 BEDROOM / 4.5 BATH
GARDEN LEVEL - BASEMENT FLOOR

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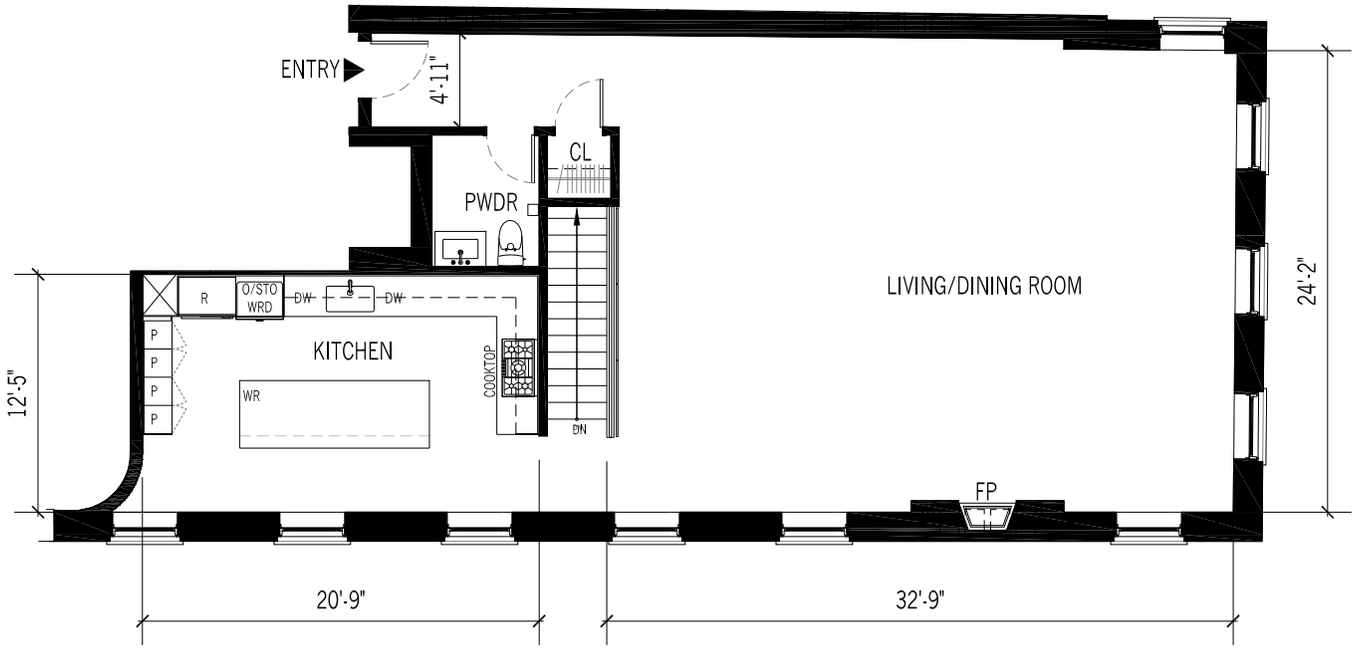


GARDEN LEVEL

0 2 4 6 8 10 15 20

34 PRINCE STREET CONDOMINIUM

34 Prince Street
New York New York



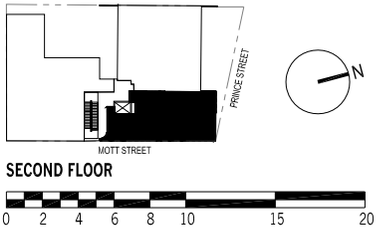
LEGEND	
C	CABINET
CL	CLOSET
D	CLOTHES DRYER
DN	STAIRS LEADING DOWN
DW	DISHWASHER
EIK	EAT IN KITCHEN
EC	ELECTRICAL CLOSET
FP	FIREPLACE
FR	FREEZER
LC	LINEN CLOSET
MECH	MECHANICAL SPACE
O	SINGLE OVEN
P	PANTRY
P/SH	PANTRY SHUTTER UNIT
R	REFRIGERATOR
S	OPEN SHELVING
STO	STEAM OVEN
UP	STAIRS LEADING UP
W	WASHER
W/D	WASHER/DRYER
WIC	WALK-IN CLOSET
WR	WINE REFRIGERATOR
WRD	WARMING DRAWER

UNIT AREA

	1,440 SF	ENTRY
	1,139 SF	MID LEVEL
EXTERIOR SPACE 74SF GARDEN	+ 1,090 SF	GARDEN
	3,669 SF	

UNIT 2A · 5 BEDROOM / 4.5 BATH
ENTRY LEVEL - 2ND FLOOR

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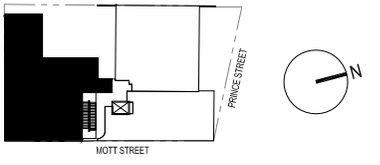


LEGEND	
C	CABINET
CL	CLOSET
D	CLOTHES DRYER
DN	STAIRS LEADING DOWN
DW	DISHWASHER
EIK	EAT IN KITCHEN
EC	ELECTRICAL CLOSET
FP	FIREPLACE
FR	FREEZER
LC	LINEN CLOSET
MECH	MECHANICAL SPACE
O	SINGLE OVEN
P	PANTRY
P/SH	PANTRY SHUTTER UNIT
R	REFRIGERATOR
S	OPEN SHELVING
STO	STEAM OVEN
UP	STAIRS LEADING UP
W	WASHER
W/D	WASHER/DRYER
WIC	WALK-IN CLOSET
WR	WINE REFRIGERATOR
WRD	WARMING DRAWER

✳ EXPOSED STEEL STRUCTURE

UNIT AREA
2,619 SF

UNIT 2B · 4 BEDROOM / 3.5 BATH



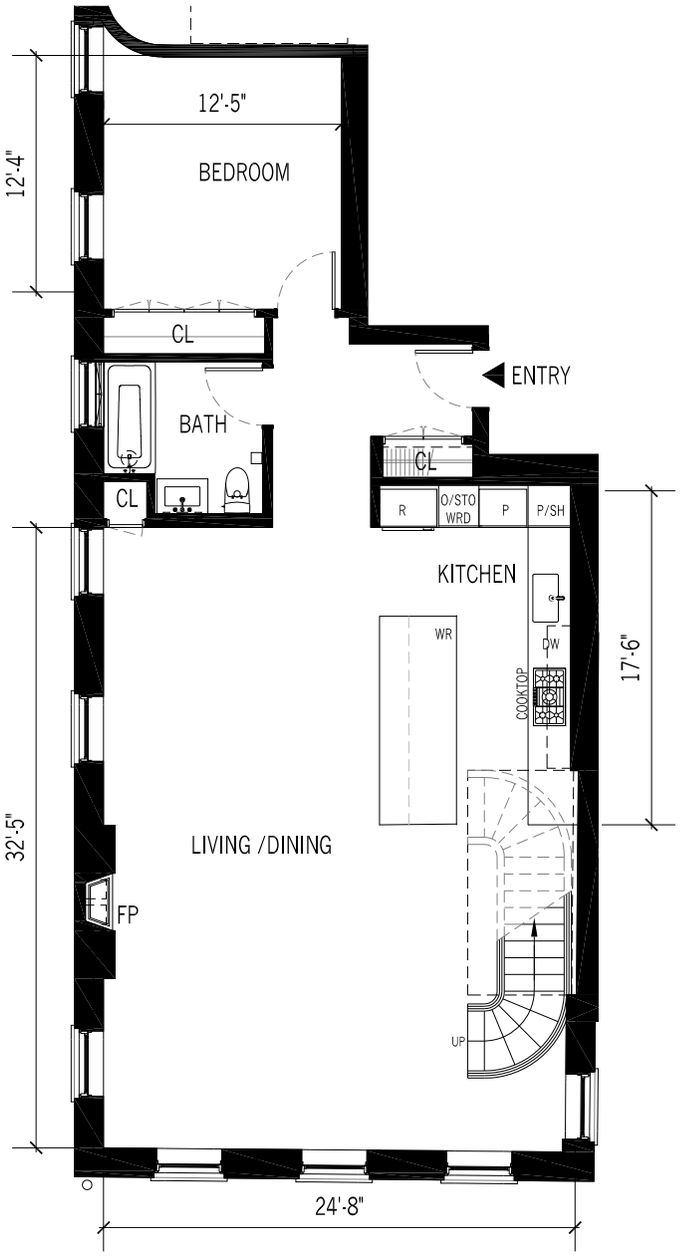
SECOND FLOOR

0 2 4 6 8 10 15 20

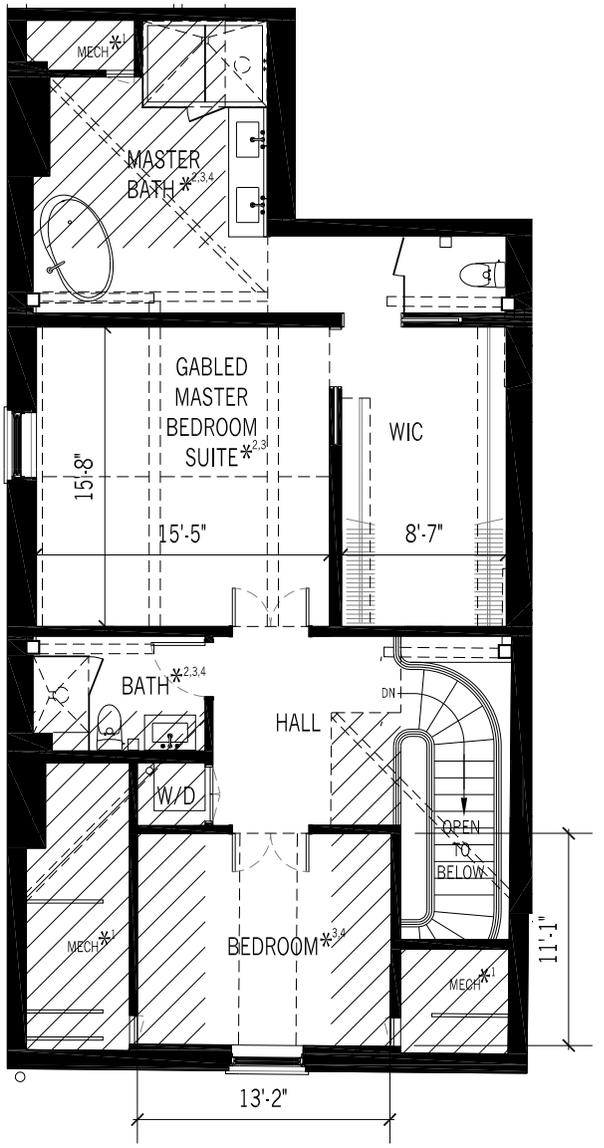
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ENTRY LEVEL

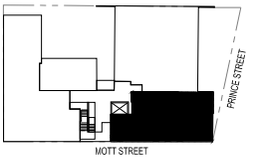


UPPER LEVEL

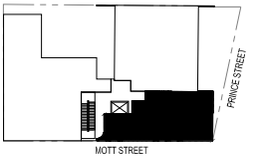
*1 NON-USABLE MECH SPACE BELOW 5'- PART OF UNIT
*2 SPACE CONTAINS EXPOSED WD OR STEEL STRUCTURE
*3 SPACE HAS SLOPED CEILINGS
*4 ROOM HAS SOME AREAS UNDER 8'-0"

UNIT AREA
1,383 SF ENTRY LEVEL
+ 1,360 SF LOWER LEVEL
2,743 SF

LEGEND			
C	CABINET	P/SH	PANTRY SHUTTER UNIT
CL	CLOSET	R	REFRIGERATOR
D	CLOTHES DRYER	S	OPEN SHELVING
DN	STAIRS LEADING DOWN	STO	STEAM OVEN
DW	DISHWASHER	UP	STAIRS LEADING UP
EIK	EAT IN KITCHEN	W	WASHER
EC	ELECTRICAL CLOSET	W/D	WASHER/DRYER
FP	FIREPLACE	WIC	WALK-IN CLOSET
FR	FREEZER	WR	WINE REFRIGERATOR
LC	LINEN CLOSET	WRD	WARMING DRAWER
MECH	MECHANICAL SPACE		DENOTES AREA OF SLOPED CEILING IS LOWER THAN 8'
O	SINGLE OVEN		
P	PANTRY		



FOURTH FLOOR - UPPER



THIRD FLOOR - LOWER

0 2 4 6 8 10 15 20

UNIT 3A - 3 BEDROOM / 3 BATH

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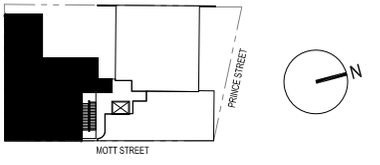


LEGEND	
C	CABINET
CL	CLOSET
D	CLOTHES DRYER
DN	STAIRS LEADING DOWN
DW	DISHWASHER
EIK	EAT IN KITCHEN
EC	ELECTRICAL CLOSET
FP	FIREPLACE
FR	FREEZER
LC	LINEN CLOSET
MECH	MECHANICAL SPACE
O	SINGLE OVEN
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R	REFRIGERATOR
S	OPEN SHELVING
STO	STEAM OVEN
UP	STAIRS LEADING UP
W	WASHER
W/D	WASHER/DRYER
WIC	WALK-IN CLOSET
WR	WINE REFRIGERATOR
WRD	WARMING DRAWER

✳ EXPOSED STEEL STRUCTURE

UNIT AREA
2,616 SF

UNIT 3B · 4 BEDROOM / 3.5 BATH



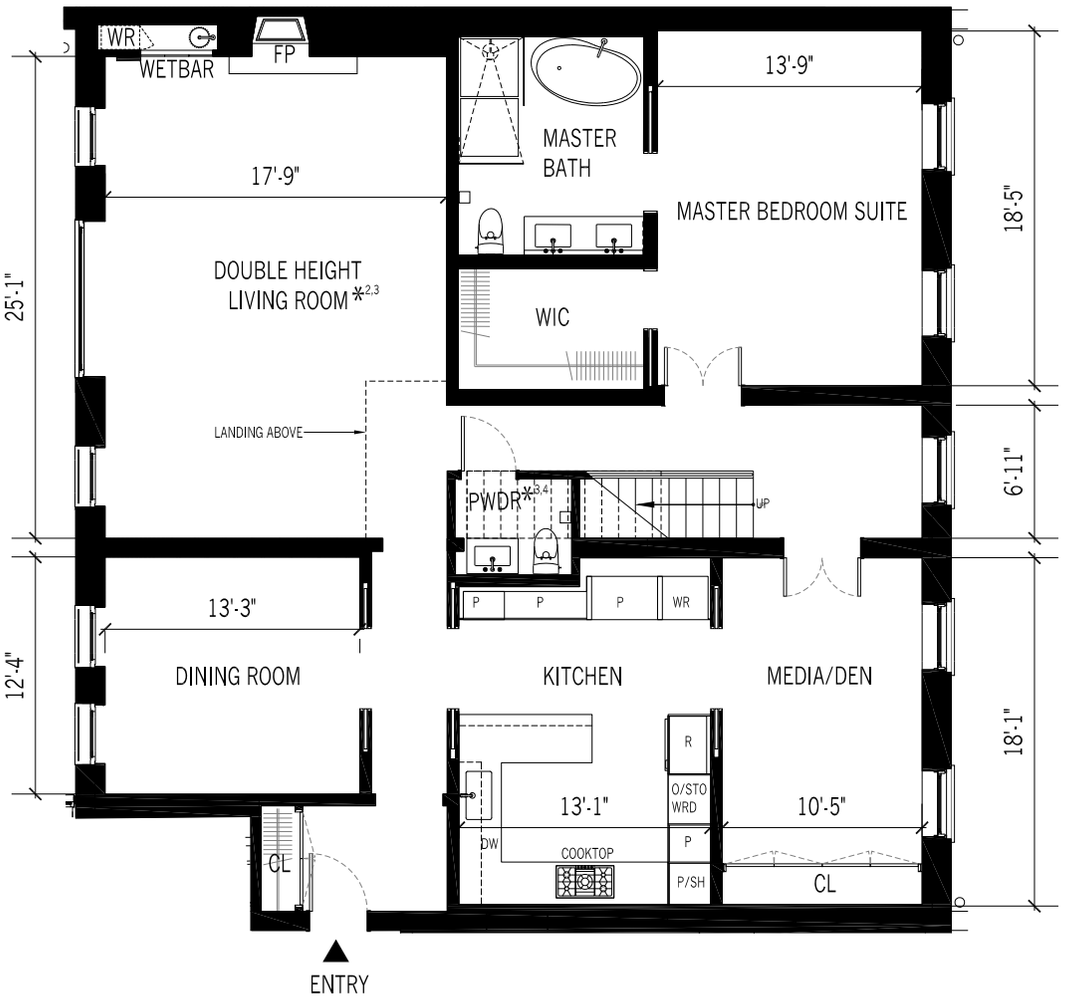
THIRD FLOOR

0 2 4 6 8 10 15 20

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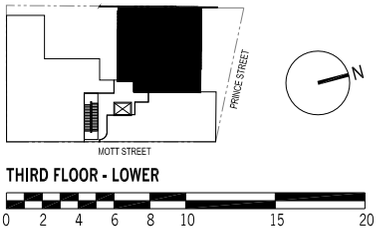
LEGEND			
C	CABINET	P	PANTRY
CL	CLOSET	P/SH	PANTRY SHUTTER UNIT
D	CLOTHES DRYER	R	REFRIGERATOR
DN	STAIRS LEADING DOWN	S	OPEN SHELVING
DW	DISHWASHER	STO	STEAM OVEN
EIK	EAT IN KITCHEN	UP	STAIRS LEADING UP
EC	ELECTRICAL CLOSET	W	WASHER
FP	FIREPLACE	W/D	WASHER/DRYER
FR	FREEZER	WIC	WALK-IN CLOSET
LC	LINEN CLOSET	WR	WINE REFRIGERATOR
MECH	MECHANICAL SPACE	WRD	WARMING DRAWER
Q	SINGLE OVEN		

*2 SPACE CONTAINS EXPOSED WD OR STEEL STRUCTURE
*3 SPACE HAS SLOPED CEILINGS
*4 ROOM HAS SOME AREAS UNDER 8'-0"

UNIT AREA
1,674 SF UPPER LEVEL
+ 2,083 SF ENTRY LEVEL
3,757 SF

UNIT 3C · 5 BEDROOM/4.5 BATH
ENTRY LEVEL

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34 PRINCE STREET CONDOMINIUM

34 Prince Street
New York New York



UNIT AREA
1,674 SF UPPER LEVEL
+ 2,083 SF LOWER LEVEL
3,757 SF

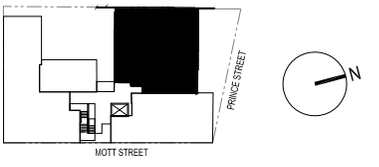
LEGEND			
C	CABINET	P	PANTRY
CL	CLOSET	P/SH	PANTRY SHUTTER UNIT
D	CLOTHES DRYER	R	REFRIGERATOR
DN	STAIRS LEADING DOWN	S	OPEN SHELVING
DW	DISHWASHER	STO	STEAM OVEN
EIK	EAT IN KITCHEN	UP	STAIRS LEADING UP
EC	ELECTRICAL CLOSET	W	WASHER
FP	FIREPLACE	W/D	WASHER/DRYER
FR	FREEZER	WIC	WALK-IN CLOSET
LC	LINEN CLOSET	WR	WINE REFRIGERATOR
MECH	MECHANICAL SPACE	WRD	WARMING DRAWER
O	SINGLE OVEN		

*1 NON-USABLE MECH SPACE BELOW 5'- PART OF UNIT
*2 SPACE CONTAINS EXPOSED WD OR STEEL STRUCTURE
*3 SPACE HAS SLOPED CEILINGS
*4 ROOM HAS SOME AREAS UNDER 8'-0"

DENOTES AREA OF SLOPED CEILING IS LOWER THAN 8'

UNIT 3C - 5 BEDROOM/4.5 BATH
UPPER LEVEL

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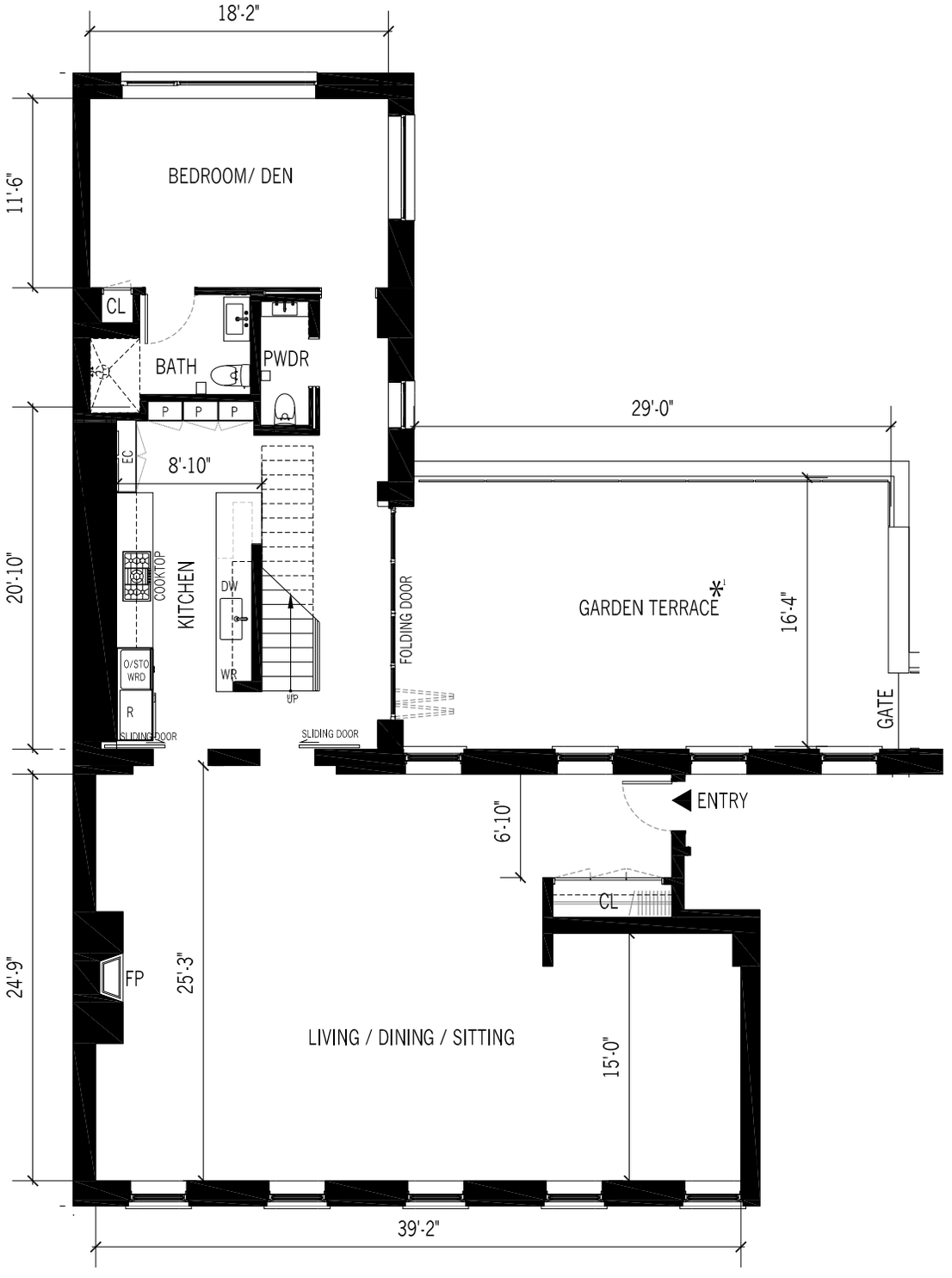


FOURTH FLOOR - UPPER

0 2 4 6 8 10 15 20

34 PRINCE STREET CONDOMINIUM

34 Prince Street
New York New York



LEGEND	
C	CABINET
CL	CLOSET
D	CLOTHES DRYER
DN	STAIRS LEADING DOWN
DW	DISHWASHER
EIK	EAT IN KITCHEN
EC	ELECTRICAL CLOSET
FP	FIREPLACE
FR	FREEZER
LC	LINEN CLOSET
MECH	MECHANICAL SPACE
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P/SH	PANTRY SHUTTER UNIT
R	REFRIGERATOR
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STO	STEAM OVEN
UP	STAIRS LEADING UP
W	WASHER
W/D	WASHER/DRYER
WIC	WALK-IN CLOSET
WR	WINE REFRIGERATOR
WRD	WARMING DRAWER

*1 TERRACE IS LIMITED COMMON ELEMENT

TERRACE AREA

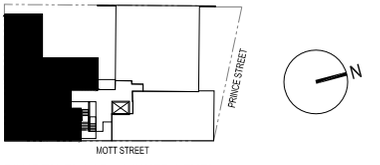
327 SF BULKHEAD
342 SF UPPER LEVEL
+ 541 SF LOWER LEVEL
1210 SF

UNIT AREA

98 SF BULKHEAD
1,640 SF UPPER LEVEL
+ 1,935 SF LOWER LEVEL
3,673 SF

UNIT 4B - PENTHOUSE · 4 BEDROOM / 4.5 BATH
ENTRY LEVEL

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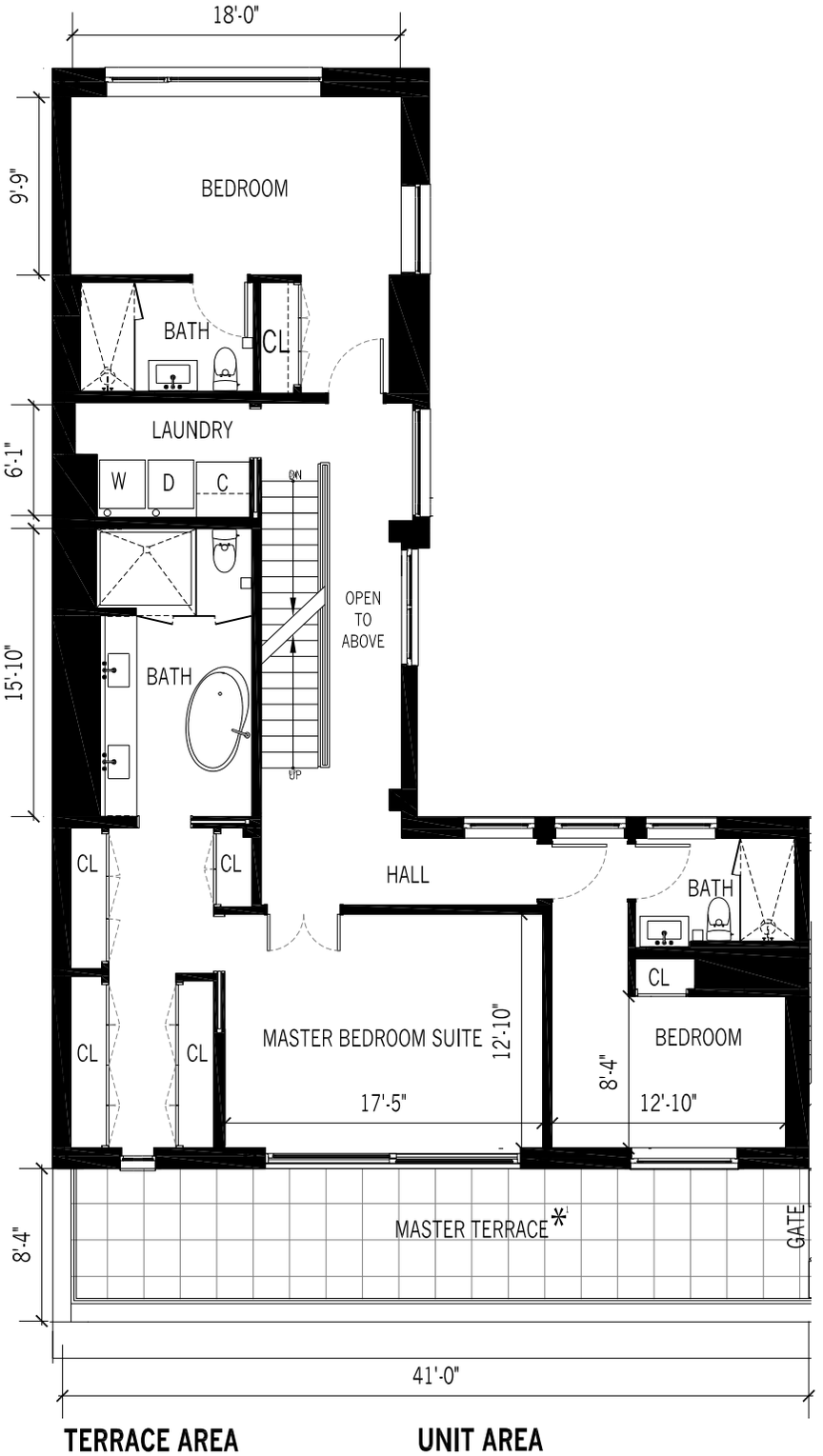


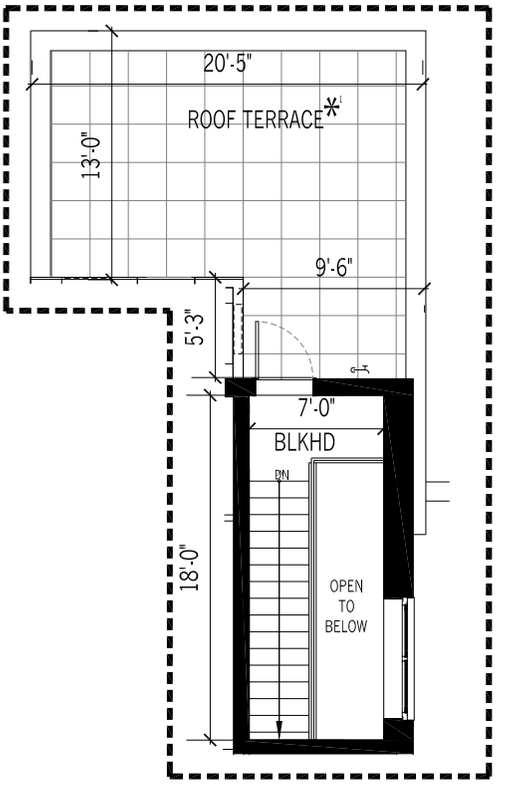
FOURTH FLOOR - LOWER LEVEL

0 2 4 6 8 10 15 20

34 PRINCE STREET CONDOMINIUM

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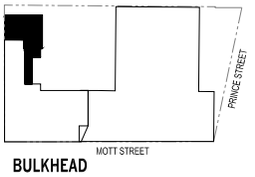
UNIT 4B - PENTHOUSE
BULKHEAD

LEGEND			
C	CABINET	P	PANTRY
CL	CLOSET	P/SH	PANTRY SHUTTER UNIT
D	CLOTHES DRYER	R	REFRIGERATOR
DN	STAIRS LEADING DOWN	S	OPEN SHELVING
DW	DISHWASHER	STO	STEAM OVEN
EIK	EAT IN KITCHEN	UP	STAIRS LEADING UP
EC	ELECTRICAL CLOSET	W	WASHER
FP	FIREPLACE	W/D	WASHER/DRYER
FR	FREEZER	WIC	WALK-IN CLOSET
LC	LINEN CLOSET	WR	WINE REFRIGERATOR
MECH	MECHANICAL SPACE	WRD	WARMING DRAWER
O	SINGLE OVEN		

* TERRACE IS LIMITED COMMON ELEMENT

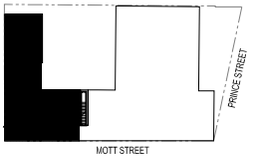
TERRACE AREA
327 SF BULKHEAD
342 SF UPPER LEVEL
+ 541 SF LOWER LEVEL
1210 SF

UNIT AREA
98 SF BULKHEAD
1,640 SF UPPER LEVEL
+ 1,935 SF LOWER LEVEL
3,673 SF



BULKHEAD

UNIT 4B - PENTHOUSE · 4 BEDROOM / 4.5 BATH
LOWER LEVEL



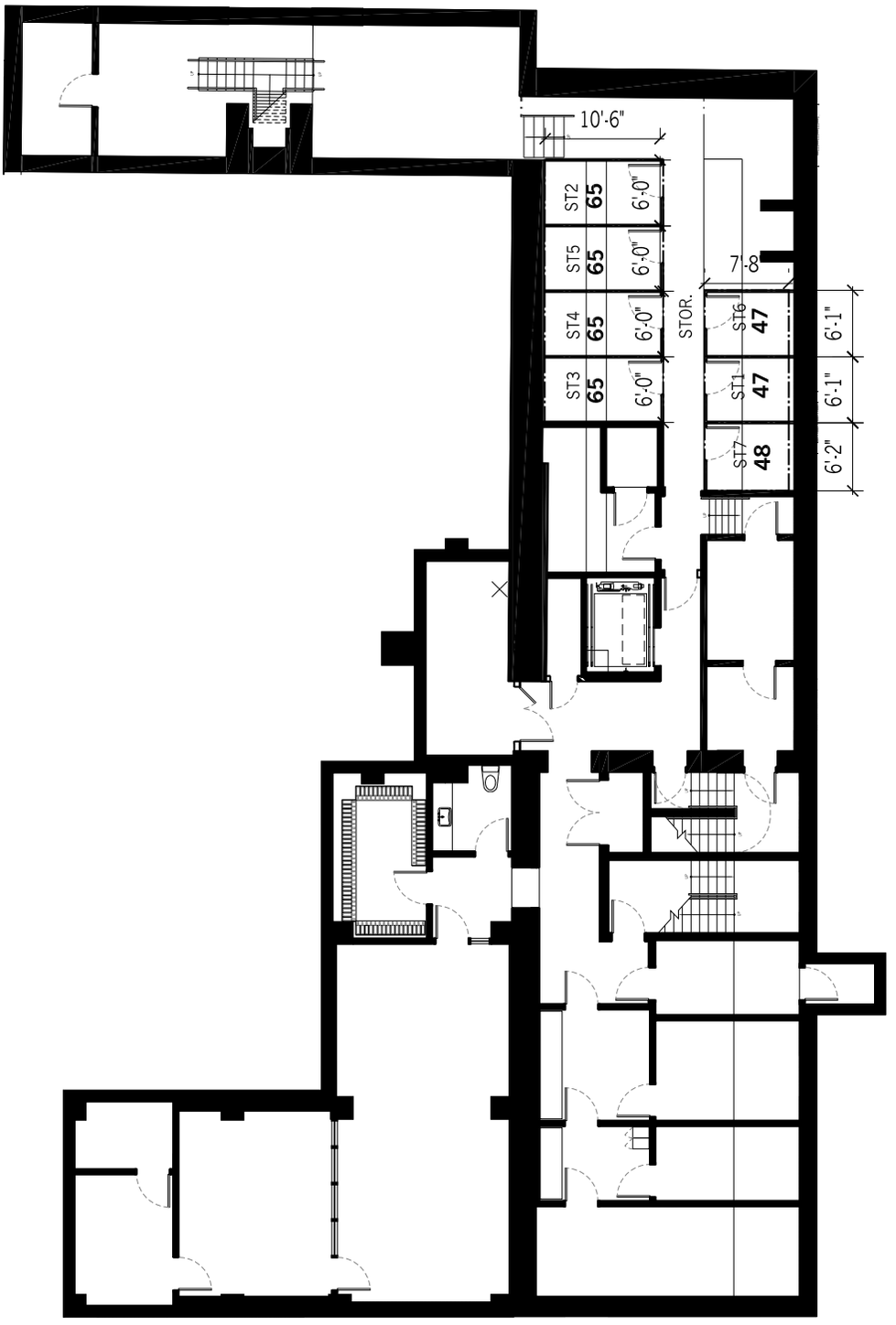
PENTHOUSE FLOOR - UPPER

0 2 4 6 8 10 15 20

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34 PRINCE STREET CONDOMINIUM

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New York New York



Storage Unit Sizes

ST1=47 SQFT
ST2=65 SQFT
ST3=65 SQFT
ST4=65 SQFT
ST5=65 SQFT
ST6=47 SQFT
ST7=48 SQFT

STORAGE UNITS

ALL DIMENSIONS AND AREAS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA AND INCLUDES COLUMNS, MECHANICAL PIPE SHAFT, 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 VARIATION FROM FLOOR TO FLOOR. THE COMPLETE OFFERING TERMS ARE IN THE OFFERING PLAN AVAILABLE FROM SPONSOR.



34 PRINCE STREET CONDOMINIUM

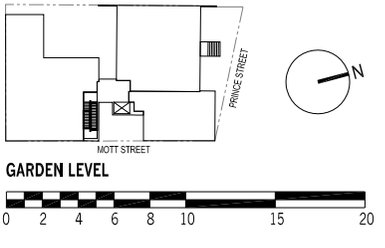
34 Prince Street
New York New York



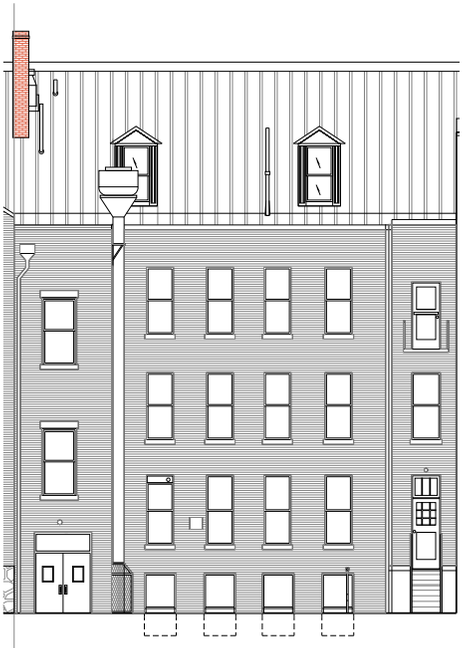
EXISTING MOTT STREET ELEVATION



CONDOMINIUM MOTT STREET ELEVATION



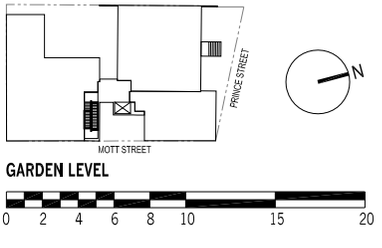
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EXISTING NORTH COURTYARD ELEVATION



CONDOMINIUM NORTH COURTYARD ELEVATION



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34 PRINCE STREET CONDOMINIUM

34 Prince Street
New York New York

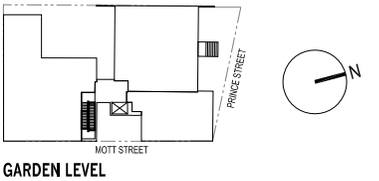


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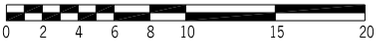


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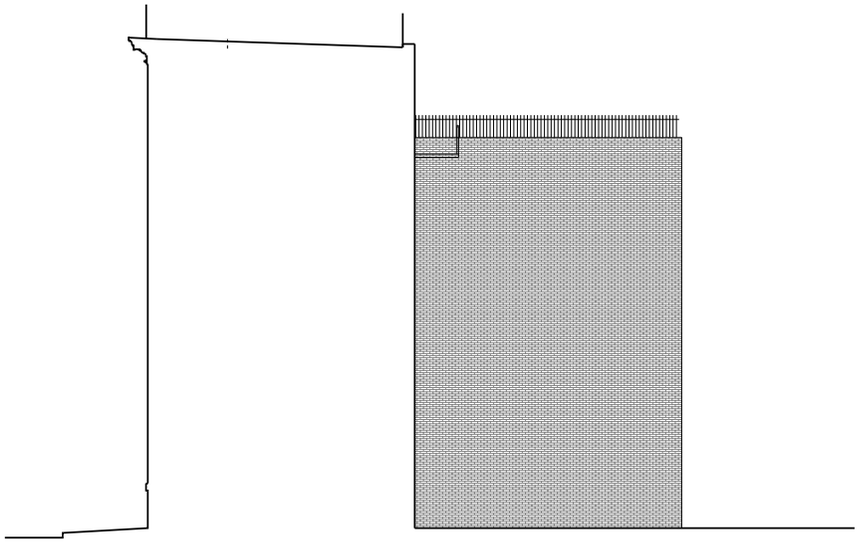


GARDEN LEVEL

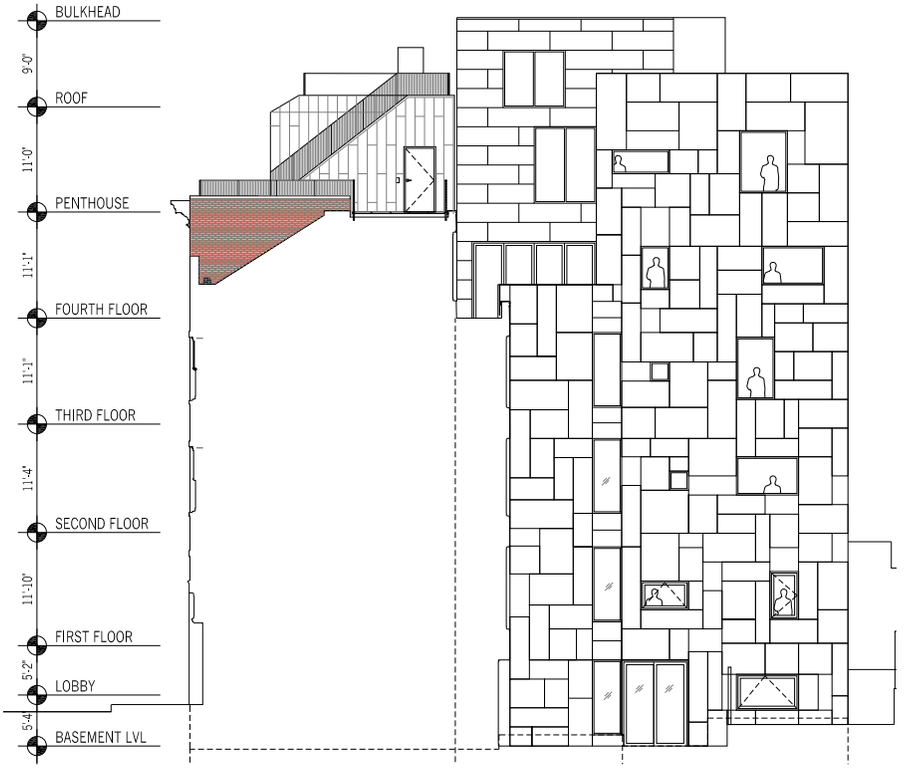


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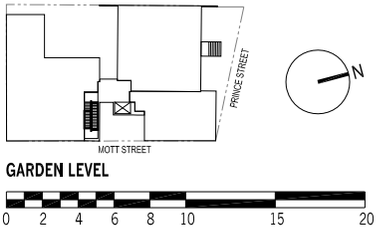
34 Prince Street
New York New York



EXISTING SOUTH COURTYARD ELEVATION



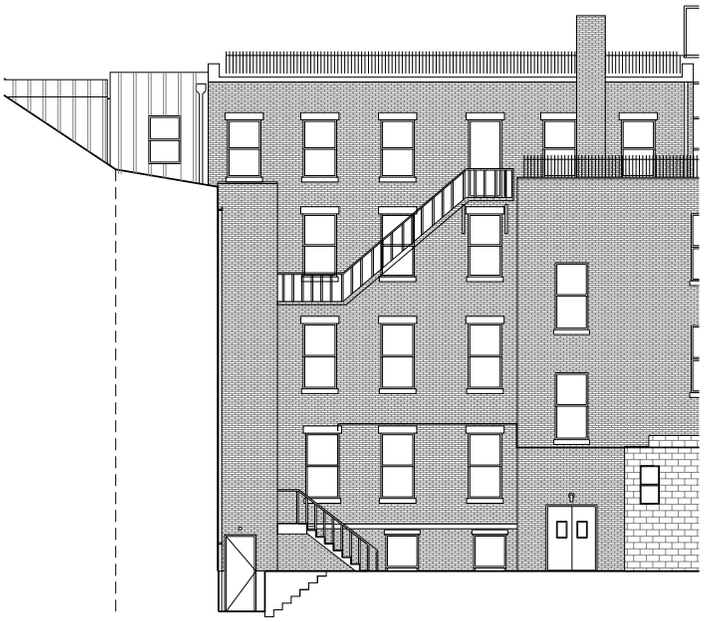
CONDOMINIUM SOUTH COURTYARD ELEVATION



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34 PRINCE STREET CONDOMINIUM

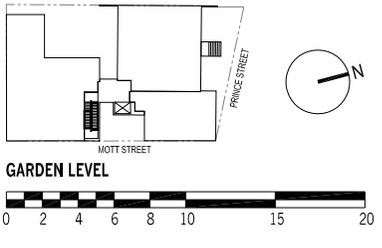
34 Prince Street
New York New York



EXISTING WEST COURTYARD ELEVATION



CONDOMINIUM WEST COURTYARD ELEVATION



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PURCHASE AGREEMENT

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PURCHASE AGREEMENT

34 PRINCE EQUITIES LLC

Sponsor

With

Purchaser

Residential Unit Number _____

34 PRINCE STREET CONDOMINIUM
32-34 PRINCE STREET & 235 MOTT STREET
NEW YORK, NEW YORK 10012

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PURCHASE AGREEMENT

RESIDENTIAL UNIT NUMBER _____

34 PRINCE STREET CONDOMINIUM
32-34 PRINCE STREET & 235 MOTT STREET
NEW YORK, NEW YORK 10012

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 34 Prince 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 3 business days prior to Purchaser's signing this Agreement. If Purchaser has not received and read the Plan and all amendments thereto at least 3 business days prior to Purchaser's signing this Agreement, Purchaser shall have the right to rescind this Agreement, by sending written notice of such rescission to Sponsor by certified or registered mail, return receipt requested, or by personal delivery, in either case within 7 days from the date Purchaser delivers an executed Purchase Agreement together with the required Deposit to Selling Agent. The Plan is incorporated herein by reference and made a part hereof with the same force and effect as if set forth at length. In the event of any inconsistency between the provisions of this Agreement and the Plan, the provisions of the Plan will govern and be binding. Purchaser hereby adopts, accepts and approves the Plan (including, without limitation, the Declaration, By-laws and Rules and Regulations contained therein) and agrees to abide and be bound by the terms and conditions thereof, as well as all amendments to the Plan duly filed by Sponsor.

2. DEFINITIONS

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

2.1 "Sponsor" means 34 Prince Equities LLC, having an office at 55 Fifth Avenue, New York, NY 10003. 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 Brody, Schwartzman, Feinberg & Cohan PLLC, having an address at 55 Fifth Avenue, 15th Floor, New York, New York 10003; Attention: Daniel A. Schwartzman, Esq. Telephone number: 212 206 6101. Fax number: 212 675-1489. E-mail address: dschwartzman@timeequities.com.

2.4 "Attorney for Purchaser" means _____, having an address at _____, _____, _____. Attention: _____, Esq. Telephone number: (_____) _____. Fax number: (_____) _____. E-mail address: _____.

2.5 "Selling Agent" means Time Equities, Inc., having an address at 55 Fifth Avenue, 15th Floor, New York, NY 10003. Telephone number: (212) 206-6049. Fax number: (212) 206-6023.

2.6 "Co-Broker" means _____.

2.7 "Escrow Agent" means Attorney for Sponsor.

2.8 "Title Company" means Royal Abstract of New York, LLC, having and office at 500 Fifth Avenue, Suite 1540, New York, NY 10110. Telephone number: (212) 376-0900. Fax number: (212) 376-0911.

3. THE UNIT

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

4. PURCHASE PRICE

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

The Purchase Price is payable as follows:

(a) $_____ ("Initial Deposit"), due upon Purchaser's signing and delivering this Agreement, by check (subject to collection), receipt of which is hereby acknowledged;

(b) $_____ ("Additional Deposit;" the term "Deposit," as used herein, refers to both the Initial Deposit and, if the same has been paid at the time in question, the Additional Deposit), is due upon the earlier to occur of (i) 6 months after Purchaser executes this Agreement, or (ii) within 30 days of the Presentation Date of the amendment declaring the Plan effective.; and

(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 Additional Deposit is due 30 days after Purchaser executes this Agreement.

4.2 All checks shall represent United States currency, be drawn on or issued by a United States Bank or trust company which is a member of the New York Clearing House Association and shall be unendorsed. The Deposit shall be made payable to the direct order of "Brody, Schwartzman, Feinberg & Cohan PLLC, as Escrow Agent." The Balance shall be made payable to the direct order of "34 Prince Equities LLC"(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.

5. DEPOSIT TO BE HELD IN TRUST

All Deposits made pursuant to this Agreement are subject to the requirements of Sections 352-e(2) (b) and 352-h of the New York General Business Law and the Attorney General's regulations promulgated pursuant thereto. All monies received from Purchaser towards the Deposit shall be delivered to Escrow Agent and shall be held in accordance with the Section of the Plan entitled "Escrow and Trust Fund Requirements" a copy of which is annexed hereto as Schedule D and made a part hereof. By signing this Agreement, Purchaser will not object and will be deemed to have agreed, without the need for a further written agreement, to the release of the Deposit to Sponsor in the event Sponsor and Purchaser close title under this Agreement. In the event Sponsor cannot convey title to the Unit to Purchaser by reason other than Purchaser's default, the Deposit shall be returned to Purchaser, within 30 business days of Sponsor's notification to Purchaser that it cannot convey title.

6. CLOSING DATE AND PLACE

6.1 The Closing of Title shall be held at the offices of Brody, Schwartzman, Feinberg & Cohan PLLC, 55 Fifth Avenue, 15th 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 days' prior notice ("Initial Closing Notice"). After the Initial Closing Notice, Sponsor may, from time to

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

6.2 The term "Closing Date" "Closing" "Closing of Title" or words of similar import, whenever used herein, shall mean the conveyance of title to the Unit from Sponsor to Purchaser.

6.3 The Closing of Title shall only occur with or after compliance with the prerequisites to Closing and the Section of the Plan entitled "Terms of Sale."

7. CLOSING DOCUMENTS

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

7.2 At the Closing of Title, Purchaser shall execute and acknowledge a power of attorney to the Condominium Board prepared by Sponsor substantially in the form set forth in Part II of the Plan.

7.3 At the Closing of Title, Sponsor shall deliver to Purchaser a certification stating that Sponsor is not a foreign person in compliance with IRS Section 6045(e) as amended, or any successor provision or regulation promulgated thereunder.

7.4 At the Closing of Title, Sponsor and Purchaser shall execute and acknowledge in form for recording such other documents that are reasonably necessary or customary in connection with the conveyance of a condominium unit, including, but not limited to, title affidavits, transfer tax forms, reporting information in respect of real estate transactions, smoke detector affidavit and window guard notices.

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

7.6 Purchaser's payment of the Balance of the Purchase Price and acceptance of a deed to the Unit shall constitute Purchaser's recognition that Sponsor has satisfactorily performed those obligations stated in the Plan and this Agreement to be performed by Sponsor prior to closing. However, nothing herein 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 and Purchaser shall accept such fee simple title to the Unit as the Title Company will approve and insure without additional premium to Purchaser, provided that the only liens and encumbrances affecting title shall be those set forth in Schedule A annexed hereto and made a part hereof and those expressly agreed to by Purchaser. Any lien and encumbrance or condition which is not set forth in Schedule A annexed hereto shall not be an objection to title if (a) the instrument required to remove it of record is delivered at or prior to the Title Company, together with the attendant recording or filing fee, if any, or (b) the Title Company (or such other title insurance company Purchaser may utilize), is or would be willing, in a fee policy issued by it to Purchaser, to

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

8.2 Sponsor shall be entitled to adjourn the Closing to remove or correct any defect in title which is not set forth in Schedule A. However, if such defect existed at least 10 days prior to the Closing and Purchaser, or Purchaser's attorney, failed to send Sponsor's attorney written notice of such defect in title at least 10 days prior to the Closing of Title, then, for purposes of 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. This provision shall survive Closing.

9. CLOSING ADJUSTMENTS

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

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

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

9.3 Purchaser agrees that, if Sponsor obtains a refund for real estate taxes paid (or a credit for such 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 subject to Sponsor's rights under Section 13.2 of this Agreement, (a) the Closing apportionments described in Section 9.1 of this Agreement will be made as of midnight of the day preceding the originally scheduled Closing Date, regardless of when the actual Closing of Title occurs, and (b) Purchaser will be required to pay to Sponsor, as a reimbursement of Sponsor's increased carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Sponsor under this Agreement and the Plan, an amount equal to .03% of the Purchase Price for each day starting from (and including) the

originally scheduled Closing Date to (and including) the actual Closing Date. If, through no fault of Purchaser, Sponsor postpones the originally scheduled Closing Date, these provisions shall apply to the rescheduled Closing Date if Purchaser fails for any reason to close title to the Unit on the rescheduled Closing Date.

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

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

10. MORTGAGE TAX CREDIT

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

11. CLOSING COSTS

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

12. AGREEMENT NOT A LIEN OR ENCUMBRANCE

No lien or encumbrance shall arise against the Property or the Unit as a result of this Agreement or any monies deposited hereunder, except as hereinafter set forth. In furtherance and not in limitation of the provisions of the preceding sentence, Purchaser agrees that the provisions of this Agreement are and shall be subject and subordinate to the lien of any mortgage heretofore or hereafter made, including, but not limited to, any construction or Building loan mortgage, and any advances heretofore or hereafter made thereon and any payments or expenses made or incurred or which hereafter may be made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the full extent thereof, without the execution of any further legal documents by Purchaser. This subordination shall apply in all cases, regardless of the timing of, or cause for, the making of advances of money or the incurring of expenses. Sponsor shall, at its option, either satisfy such mortgages or obtain a release of the Unit and its undivided interest in the Common Elements from the lien of such mortgages on or prior to the Closing Date. The existence of any mortgage or mortgages encumbering the Property, or portions thereof, other than the Unit and its undivided interest in the Common Elements, shall not constitute an objection to title or excuse Purchaser from completing payment of the Purchase Price or performing all of Purchaser's other obligations hereunder or be the basis of any claim against, or liability of, Sponsor, provided that any such mortgage(s) is subordinated to the Declaration.

13. DEFAULT BY PURCHASER

13.1 The following shall constitute "Events of Default" hereunder:

(i) Purchaser's failure to close title to the Unit on the scheduled Closing Date; or

(ii) Purchaser's failure to pay when due the Additional Deposit, the Balance of the Purchase Price, any closing adjustment, closing cost or fee, including, without limitation, attorneys' fees required to be paid by Purchaser as set forth in the Plan or in this Agreement, or 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 Purchaser's property for the benefit of creditors, or Purchaser's filing a voluntary petition in bankruptcy; or

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

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

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

(ix) Purchaser's listing the Unit for sale or rental with any broker or 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 Additional Deposit, the Balance of the Purchase Price and to pay, perform or comply with Purchaser's other obligations under this Agreement. Upon the occurrence of an Event of Default, Sponsor, in its sole discretion, may elect by notice to Purchaser to either: (i) cancel this Agreement or (ii) seek specific performance. If Sponsor elects to cancel, Purchaser shall have 30 days from the giving of the notice of cancellation to cure the specified default. If the default is not cured within such 30 days, TIME BEING OF THE ESSENCE, then this Agreement shall be deemed cancelled, and Sponsor shall have the right to retain, as and for liquidated damages, (a) the entire Deposit and any interest earned on the Deposit and (b) Unit Upgrade Funds. Upon the cancellation of this Agreement, Purchaser and Sponsor will be released and discharged of all further liability and obligations hereunder and under the Plan, and the Unit may be sold to another as though this Agreement had never been made, and without any obligation to account to Purchaser for any of the proceeds of such sale. If Sponsor elects to seek specific performance, then Purchaser shall have 30 days from the giving of notice of Sponsor's election to close title to the Unit in accordance with this Agreement, without prejudice to Sponsor's right to recover from Purchaser all damages, losses, costs, expenses and all other lawful sums to which Sponsor is entitled under this Agreement (including, but not limited to, attorneys' fees, disbursements and costs of collection).

14. AGREEMENT SUBJECT TO PLAN BEING EFFECTIVE

The performance by Sponsor of its obligations under this Agreement is contingent upon the Plan having been declared effective in accordance with the terms and provisions of the Plan. The Plan may be withdrawn or abandoned by Sponsor only under certain conditions and at certain times, as set forth in the Plan. If the Plan is abandoned or if, after being declared effective, the Plan is not consummated for any reason and Purchaser is not in default under this Agreement beyond any applicable grace period, this Agreement shall be deemed cancelled and the Deposit, together with interest earned thereon, shall be returned to Purchaser within 30 days from the filing date of the amendment abandoning the Plan. Upon such return, neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability under this Agreement and the Plan.

15. SPONSOR'S INABILITY TO CONVEY THE UNIT

If Sponsor is unable to deliver title to the Unit to Purchaser in accordance with the provisions of this Agreement and the Plan by reason of a defect in title, substantial damage or destruction of the Building by fire or other casualty, or

the taking of any material portion of the Property by condemnation or eminent domain, Sponsor shall not be obligated to bring any action or proceeding or otherwise incur any cost or expense of any nature whatsoever in excess of its obligations set forth in the Plan in order to cure such inability. If Sponsor is not so obligated under the Plan and notifies Purchaser of its election or inability to cure such title defect, and if Purchaser is not in default hereunder, Purchaser's sole remedy shall be to either (a) take title to the Unit subject to such title defect (without any abatement in, or credit against, the Purchase Price, or any claim or right of action against Sponsor for damages or otherwise) or (b) terminate this Agreement. If Purchaser so elects to terminate this Agreement, Sponsor shall, within 30 days after receipt of notice of termination from Purchaser, return to Purchaser all sums Deposits and all other sums deposited by Purchaser hereunder, together with interest earned thereon, if any. Upon making such payment, this Agreement shall be terminated and neither party hereto shall have any further rights, obligations or liability to or against the other under this Agreement or the Plan. The foregoing remedy must be exercised by notice of Purchaser in writing to Sponsor within 15 days after the giving of Sponsor's notice of election not to cure such inability, 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. NEW CONSTRUCTION

17.1 The new 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 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 new 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 herein 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 Closing Notice, Purchaser shall arrange an appointment with a representative of Sponsor to inspect the interior of the Unit within the 7 days prior to the Closing Date fixed by the Closing Notice. 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 interior of the Unit within 7 days prior to the Closing Date fixed by the Closing Notice or to so sign and deliver the completed Inspection Statement shall not excuse Purchaser from appearing at the Closing, paying the Balance of the Purchase Price when due and shall constitute Purchaser's full acceptance of the Unit as is. However, nothing herein shall relieve Sponsor of its obligations as set forth in the Section of the Plan entitled "Rights and Obligations of Sponsor."

18.2 Any work set forth on the Inspection Statement shall be completed by Sponsor as agreed in writing and shall not be grounds for delaying the Closing. Purchaser will be obligated to provide Sponsor and its contractors, subcontractors agents and employees, unfettered access to the Unit and any Limited Common Elements appurtenant thereto after Closing in order to complete the work on the Inspection Statement, failing which Sponsor shall be relieved of its obligations to complete the work set forth on the Inspection Statement. Sponsor has no obligation under the Plan to deposit any monies in escrow at Closing as a result of any work set forth on the Inspection Statement.

19. DAMAGE TO THE UNIT

If between the date of this Agreement and the Closing of Title the Unit is damaged by fire or other casualty, the following shall apply:

19.1 The risk of loss to the Unit by fire or other casualty until the earlier of Closing of Title or possession of the Unit by Purchaser is assumed by Sponsor; provided that Sponsor shall have no obligation or liability to repair or restore the Unit. If Sponsor elects to repair or restore the Unit (which election shall be made within 60 days of the damage to the Unit), this Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price and Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Condominium Board and other Unit Owners if the Declaration has theretofore been recorded, belong entirely to Sponsor and, if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Sponsor. The provisions of the preceding sentence shall survive the Closing of Title.

19.2 In the event Sponsor notifies Purchaser that it does not elect to repair or restore the Unit (which election shall be made within 60 days of the damage to the Unit), or, if the Declaration has been recorded prior thereto, the Unit Owners do not resolve to make such repairs or restoration pursuant to 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, or Selling Agent, 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. PROHIBITION AGAINST ADVERTISING

Prior to the Closing of Title, Purchaser agrees not to list the Unit for sale or rental with any broker or place or authorize any listing in any broker's listing system or other listing service or to advertise or otherwise offer, promote or publicize the availability of the Unit for sale or rental, without Sponsor's prior written consent, which consent may be unreasonably withheld or delayed in Sponsor's sole and absolute discretion. Any such action by Purchaser prior to Closing of title shall be a default by Purchaser, entitling Sponsor to the default remedies set forth in this Agreement.

22. BROKER

Purchaser represents to Sponsor that Purchaser has not dealt with any broker in connection with this transaction other than the Selling Agent and the Co-Broker, if any, named in this Agreement, whose commissions shall be paid by Sponsor. Purchaser shall pay the commission of any broker with whom Purchaser may have dealt, other than the Selling Agent and the Co-Broker. Purchaser agrees that, should any claim be made against Sponsor for commissions by any broker, other than the Selling Agent or the Co-Broker, on account of any acts of Purchaser or Purchaser's representatives, Purchaser will indemnify and hold Sponsor and Selling Agent free and harmless from and against any and all liabilities and expenses in connection therewith, including legal fees. The provisions of this Article shall survive the Closing of Title.

23. AGREEMENT MAY NOT BE ASSIGNED

Purchaser does not have the right to assign this Agreement without the prior written consent of Sponsor, which consent may be unreasonably withheld or delayed. Any purported assignment by Purchaser in violation of this Agreement will be voidable at the option of Sponsor. Sponsor's refusal to consent to an assignment will not entitle Purchaser to cancel this Agreement or give rise to any claim for damages against Sponsor. If Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of this Agreement, or for the addition, deletion or substitution of names on this Agreement, then Purchaser shall have such right, provided that (i) Purchaser designates such assignee at least 10 business days prior to the Closing Date; (ii) Purchaser delivers to Attorney for Sponsor the fee set forth in the Plan for its services required in connection with the preparation of the assignment and assumption agreement; (iii) the Closing is not delayed as a result of such assignment, (iv) the assignee of this Agreement assumes in writing, by an instrument prepared by Attorney for Sponsor, the obligations of Purchaser under this Agreement and (v) the assignment is made without consideration. Any purported assignment by Purchaser in violation of this Agreement shall be a default by Purchaser, entitling Sponsor to the default remedies set forth in this Agreement, and shall be voidable at the option of Sponsor.

24. BINDING EFFECT

The submission of this Agreement to Purchaser does not create a binding obligation on the part of Sponsor. This Agreement shall not be binding on Sponsor until a fully executed counterpart hereof has been delivered to Purchaser or the Attorney for Purchaser. If this Agreement is not accepted within 30 days from the delivery to Sponsor of this Agreement executed by Purchaser together with the Deposit by the delivery to Purchaser of a fully executed counterpart, this Agreement shall be deemed to have been rejected and cancelled and the Deposit shall be returned to Purchaser within 30 days thereafter. Upon such refund being made, neither party shall have any further rights, obligations liability to or against the other hereunder or under the Plan. 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, gender identity, religion, military status, partnership status, disability, marital or family status, age, ancestry, national origin, lawful profession or other ground proscribed by Law.

25. NOTICES

25.1 Any notice, election, demand, request, letter, consent or other communication hereunder or under the Plan shall be in writing and either delivered in person, via electronic transmission (e-mail) (receipt of which is acknowledged by the receipt of such email) or sent, postage prepaid, by registered or certified mail return receipt requested or by Federal Express or other reputable overnight courier, with receipt confirmed to the Attorney for Purchaser at the address given at the beginning of this Agreement with a copy by regular mail delivered to Purchaser at the address given at the beginning of this Agreement and to the Attorney for Sponsor at the address given at the beginning of this Agreement, with a copy by regular mail delivered to Sponsor at the address given at the beginning of this Agreement. Either party may hereafter designate to the other in writing a change in the address to which notices are to be sent. Except as otherwise expressly provided herein, a notice shall be deemed given on the date when personally delivered, when sent via electronic transmission (e-mail) (receipt of which is acknowledged by the receipt of such email), when delivered to the overnight courier, or in the case of mailing, on the date mailed in a prepaid sealed wrapper, except that the date of actual receipt shall be deemed to be the date of the giving of any notice of change of address. Any notice either of the parties hereto receives from the other party's attorneys shall be deemed to be notice from such party itself.

25.2 Sponsor hereby designates and empowers both the Selling Agent and Attorney for Sponsor, as Sponsor's agents to give any notice to Purchaser under this Agreement (including, without limitation, a notice of default) in Sponsor's name, which notice so given shall have the same force and effect as if given by Sponsor itself.

25.3 Purchaser hereby designates and empowers the Attorney for Purchaser, as Purchaser's agent to give any notice to Sponsor under this Agreement in Purchaser's name, which notice so given shall have the same force and effect as if given by Purchaser.

26. 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.

27. LIABILITY OF SPONSOR

Sponsor shall be excused from performing any obligation or undertaking provided for in this Agreement for so long as such performance is prevented, delayed or hindered by an act of God, weather, fire, flood, explosion, war, riot, sabotage, epidemics, quarantine, acts of terrorism, freight embargos, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, governmental restrictions, preemptions or approvals, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the control of Sponsor. Sponsor's time to perform such obligations or undertaking shall be tolled for the length of the period during which such performance was excused.

28. FURTHER ASSURANCES

Either party shall execute, acknowledge and deliver to the other party such instruments, and take such other actions, in addition to the instruments and actions specifically provided for herein, as such other party may reasonably request in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. AGREEMENT NOT CONTINGENT UPON FINANCING

The terms and provisions of this Agreement and Purchaser's obligations hereunder are not contingent upon Purchaser securing financing of the Purchase Price (or any portion thereof), and Purchaser understands and agrees that Purchaser's failure to obtain such financing will not relieve Purchaser of Purchaser's obligations hereunder. Purchaser further understands and agrees that if Purchaser chooses to finance the purchase of the Unit through a lending institution

and obtain a commitment therefrom, neither a subsequent change in the terms of such commitment, the expiration or other termination of such commitment, a lending institution's failure to fund pursuant to such commitment, nor any change in Purchaser's financial status or condition shall release or relieve Purchaser of Purchaser's obligations pursuant to this Agreement and Sponsor shall have no liability as a result of any scheduling or adjournment of the Closing beyond the expiration of the loan commitment.

30. COSTS OF ENFORCING AND DEFENDING AGREEMENT

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

31. SEVERABILITY

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

32. STRICT COMPLIANCE

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

33. GOVERNING LAW

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

34. WAIVER OF JURY

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

35. ENTIRE AGREEMENT

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

36. CERTAIN REFERENCES

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

37. CAPTIONS

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

38. SUCCESSORS AND ASSIGNS

The provisions of this Agreement shall bind and enure to the benefit of Purchaser and Purchaser's heirs, legal representatives, successors and permitted assigns and shall bind and enure to the benefit of Sponsor and its successors and assigns.

39. CONFIDENTIALITY

Sponsor and Purchaser hereby acknowledge and agree to keep all of the terms and conditions of this Agreement confidential, except that Sponsor shall be permitted to disclose that a Purchase Agreement has been executed for the Unit and the purchase price thereunder, but not the identity of Purchaser or its principals. Sponsor and Purchaser agree that any information which is required to be disclosed to the parties respective lawyers, brokers, architects/engineers, partners, investors, lenders, 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.

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 original, email, pdf or facsimile counterparts. Each such counterpart shall for all purposes be deemed an original. All such counterparts shall together constitute but one and the same Agreement.

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 or the Condominium Documents.

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 expressly and voluntarily waives such immunity and consents to any suit, action or proceeding arising out of or relating to this Agreement or the Condominium Documents being brought in any State or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with this Agreement or the Condominium Documents, and hereby designates and authorizes a lawful agent to receive process for and on behalf of Purchaser in any state or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with this Agreement or the Condominium Documents.

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) days after Purchaser's notice is received by the Department of State.

44. PRINCIPALS OF SPONSOR HAVE EXECUTED THE CERTIFICATION OF SPONSOR AND PRINCIPALS FOR COMPLIANCE WITH THE MARTIN ACT AND GOVERNING REGULATIONS

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

THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN PURSUANT TO THE ACT.

YOU HAVE THE OPTION TO CANCEL THE PURCHASE AGREEMENT BY NOTICE TO SPONSOR UNTIL MIDNIGHT OF THE SEVENTH DAY FOLLOWING THE SIGNING OF THE PURCHASE AGREEMENT.

IF YOU DID NOT RECEIVE A PROPERTY REPORT PREPARED PURSUANT TO THE RULES AND REGULATIONS OF THE BUREAU OF CONSUMER FINANCIAL PROTECTION IN ADVANCE OF YOUR SIGNING THE PURCHASE AGREEMENT, THE PURCHASE AGREEMENT MAY BE CANCELLED AT YOUR OPTION FOR TWO YEARS FROM THE DATE OF SIGNING.

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

PURCHASER(S):

_____
(signature)

_____
(signature)

SPONSOR:

34 Prince Equities LLC

By: _____
Name:
Title: Co-Manager

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SCHEDULE A

PERMITTED ENCUMBRANCES

1. Building restrictions and zoning and other regulations, resolutions and ordinances and any amendments thereto now or hereafter adopted.

2. Any state of facts which an accurate survey or personal inspection of the Property would show, provided such state of facts would not render title uninsurable without additional premium to Purchaser and would not prevent the use of a Residential Unit for dwelling purposes.

3. The terms, burdens, covenants, restrictions, conditions, easements and Commercial and/or Residential Rules and Regulations, all as set forth in the Declaration, the By-laws (and the Commercial and/or Residential Rules and Regulations made thereunder), the Power of Attorney from the Purchaser to the Condominium Board, and the Floor Plans as all of the same may be amended from time to time.

4. Consents by Sponsor or any former owner of the Land for the erection of any structure or structures on, under or above any street or streets on which the Property may abut.

5. Any easement or right of use in favor of any utility company for construction, use, maintenance or repair of utility lines, wires, terminal boxes, mains, pipes, cables, conduits, poles and other equipment and facilities on, under and across the Property.

6. Revocability of licenses for vault space, if any, under the sidewalks and streets.

7. Any easement or right of use required by Sponsor or its designee to obtain a temporary, permanent or amended Certificate of Occupancy for the Building or any part of same.

8. Encroachments of stoops, Areas, cellar steps or doors, trim, copings, retaining walls, bay windows, balconies, sidewalk elevators, fences, fire escapes, cornices, foundations, footings and similar projections, if any, on, over, or under the Property or the streets or sidewalks abutting the Property, and the rights of governmental authorities to require the removal of any such projections and variations.

9. Leases and service, maintenance, employment, concessionaire and Storage Locker Licenses, 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 a Residential 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. Any encumbrance, covenant, easement, agreement, or restriction against the Property set forth in the form of Unit Owner's Specimen Title Policy prepared by the Title Company set forth in Part II of the Plan, as the same may be updated from time to time prior to the Closing.

SCHEDULE B

INSPECTION STATEMENT

Date: _____

34 Prince Equities LLC
55 Fifth Avenue
New York, NY 10003

Re: Unit No: _____ ("Unit")
34 Prince Street Condominium
32-34 Prince Street and 235 Mott Street
New York, New York 10012 ("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

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SCHEDULE C

RIDER TO PURCHASE AGREEMENT RE: ESCROW PROVISIONS

This Rider is made as of _____, _____ between Sponsor, Purchaser and Escrow Agent.

Re: Unit No: _____ ("Unit")
34 Prince Street Condominium
32-34 Prince Street and 235 Mott Street
New York, New York 10012 ("Condominium")

1. ESCROW AND TRUST FUND REQUIREMENTS

All deposits, down payments, advances and payments made by Purchasers prior to the Closing ("Deposits") will be held in escrow in conformity with the disclosure contained in this Section of the Plan and in accordance with the escrow provisions contained in the Purchase Agreement.

Sponsor will comply with the escrow and trust fund requirements of General Business Law Sections 352-e(2-b) and 352-h and the Attorney General's regulations promulgated pursuant thereto. The Department of Law may perform random reviews and audits of any records involving escrow accounts to determine compliance with statute and regulation.

Any provision of any contract or agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnify any obligation of Escrow Agent holding trust funds is absolutely void. The provisions of the Attorney General's regulations concerning escrow/trust funds shall prevail over any conflicting or inconsistent provision in the Plan or in the escrow agreement or Purchase Agreement. Purchasers shall not be obligated to pay any legal or other expense of Sponsor in connection with the establishment, maintenance or defense of obligations arising from the handling or disposition of trust funds. However, notwithstanding anything to the contrary set forth herein or anywhere else in the Plan, in the Event of Default by Purchaser, as that term is defined in the Purchase Agreement, Purchaser shall be obligated to reimburse Sponsor for any legal fees, expenses and disbursements incurred by Sponsor in defending Sponsor's rights under the Purchase Agreement or otherwise enforcing Purchaser's obligations thereunder.

All Deposits made by Purchasers prior to the Closing of each individual transaction will be placed in a segregated special escrow account of Brody, Schwartzman, Feinberg & Cohan PLLC, the escrow agent ("Escrow Agent"), whose address is 55 Fifth Avenue, 15th Floor, New York, New York 10003 and whose telephone number is (212) 206-6011. As of the date of the Plan, the attorneys who are signatories on these accounts authorized to withdraw funds, acting singly, are: Phillip Brody and Daniel Schwartzman ("Authorized Signatories"). All Authorized Signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any Authorized Signatory is the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

Escrow Agent has established a master escrow account entitled "Brody, Schwartzman, Feinberg & Cohan PLLC, Escrow Account" ("Master Escrow Account") at M & T Bank located at 350 Park Avenue, New York, NY 10022 ("Escrow Bank"). Escrow Bank is authorized to do business in the State of New York. Deposits properly made payable to "Brody, Schwartzman, Feinberg & Cohan PLLC, as Escrow Agent" will be placed in the Master Escrow Account within 5 business days after tender by Purchaser to Sponsor or Selling Agent. Any subsequent Deposit tendered by Purchaser after the Initial Deposit will be placed in the Master Escrow Account within 10 business days after tender by Purchaser to Sponsor or Selling Agent.

All Deposits will be placed initially in the non-interest bearing portion of the Master Escrow Account (including Unit Upgrade Funds). Each Purchaser is required to deliver a completed and signed Form W-9 (Request for Taxpayer Identification Number) or a Form W-8 (Certificate of Foreign Status) in the forms set forth in Part II to the Plan, to Sponsor or Selling Agent at the time Purchaser tenders the Deposit and the Purchase Agreement. If a Deposit is accompanied by a completed and signed Form W-9 or Form W-8, the Deposit will thereafter be promptly transferred to an individual interest bearing sub-escrow account in the name of Purchaser (except for Deposits for Unit Upgrade

Funds). If a Purchaser does not deliver the Form W-9 or Form W-8, the Deposit will remain in the non-interest bearing portion of the Master Escrow Account. At such time as the Deposit is released, the Deposit will be transferred from the individual sub-escrow account to the non-interest bearing portion of the Master Escrow Account so that checks may be drawn thereon. The Master Escrow Account is not an IOLA account.

All Deposits, except for Unit Upgrade Funds, are and shall continue to be the Purchaser's money, and may not be commingled with any other money or pledged or hypothecated by Sponsor, until such time as Sponsor is entitled to the Deposit as per GBL § 352-h. Unit Upgrade Funds will initially be placed in the Master Escrow Account. However, Purchasers should note that such funds may be released from the Master Escrow Account by Escrow Agent to Sponsor 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. Escrow Agent shall be under no duty to verify that Sponsor used or committed such funds for upgrades or extras.

The sub-escrow account number and the initial interest rate, if any, will be disclosed to each Purchaser, as appropriate, in a letter from Escrow Agent to each Purchaser sent within 10 business days after the tender of the Deposit. If Purchaser does not receive notice that the Deposit has been placed in the Master Escrow Account within 15 business days after tender of the Deposit, Purchaser may cancel the Purchase and rescind the Purchase Agreement so long as the right to rescind is exercised within 90 days after tender or crediting of the Deposit by notice delivered to Sponsor and to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 120 Broadway, 23rd Floor, New York, New York 10271. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely deposited and requisite notice was timely mailed to Purchaser in conformity with the Attorney General's regulations. Escrow Agent will not be required to send the letter referred to above to each Purchaser in connection with any additional deposits tendered by Purchaser after the Initial Deposit (or in connection with any changes in the interest rate).

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

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

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

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

If a Purchaser tenders a Deposit without an executed Purchase Agreement, Sponsor shall have the right to reject the Deposit and return it to Purchaser: (i) within 5 business days after tender, if the Deposit has not been deposited into escrow, and (ii) within 10 business days, if the Deposit has been deposited into escrow and the Purchase Agreement has not yet been delivered by Purchaser. In the event a Deposit or portion thereof is delivered by wire transfer to Escrow Agent, any wiring fees charged by the initiating and/or receiving banks will be Purchaser's obligation.

The checking account portion of the Master Escrow Account will not be interest-bearing. The sub-escrow account portion of the Master Escrow Account will be interest-bearing. All interest will be credited to Purchaser at such time as: (i) there is a closing under the Purchase Agreement, or (ii) Purchaser is entitled to a return of the Deposit. All interest will be credited to Sponsor only in the event there is a "consummation of the Plan" (as such term is defined in the

Attorney General's regulations) and Purchaser defaults. The interest rate to be earned will be the prevailing rate for these accounts. As of February 24, 2014, the interest rate for the Escrow Bank is .15%. The interest rate is subject to change by the Escrow Bank. Sponsor makes no guarantee of, and shall have no liability to Purchaser for changes to, the interest rate. Interest will begin to accrue within: (x) 3 business days, if the Deposit is cash or cash equivalent, or (y) 5 business days, if the Deposit is other than cash or cash equivalent, of the transfer of the Deposit from the checking account portion of the Master Escrow Account into the sub-escrow account portion of the Master Escrow Account, as determined by whether and when the Deposit clears.

All instruments shall be made payable directly to the order of "Brody, Schwartzman, Feinberg & Cohan PLLC, as escrow agent." Endorsed instruments will not be accepted.

If a check delivered by a Purchaser fails for collection, the Purchase Agreement will be deemed void ab initio (as if the Purchase Agreement had never been executed) at the option of Sponsor, who reserves the right to exercise this option in its discretion by written notice to Purchaser given within 10 business days of Sponsor receiving notice from Escrow Agent of such failure for collection.

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

Under no circumstances shall Sponsor seek the release of the Deposits of a defaulting Purchaser until after "Consummation of the Plan" (as such term is defined in the Attorney General's Regulations). Consummation of the Plan does not relieve Sponsor of its obligations pursuant to General Business Law Section 352-h.

Escrow Agent shall release the Deposits if so directed:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. DEFINITIONS

All capitalized terms used in this Rider not defined herein shall have the same meanings ascribed to them in the Purchase Agreement to which this Rider is annexed or in the Plan.

3. CONFLICTS

In the event of any inconsistency between the provisions of this Rider and those contained in the Purchase Agreement to which this Rider is annexed, the provisions of this Rider shall govern and be binding.

4. FULL FORCE AND EFFECT

Except as set forth in this Rider, all of the terms and conditions of the Purchase Agreement remain unchanged and in full force and effect.

5. COUNTERPARTS

This Rider may be executed in any number of original, e-mail, pdf or facsimile counterparts. Each such counterpart shall for all purposes be deemed an original. All such counterparts shall together constitute but one and the same Rider.

PURCHASER(S)

_____
(signature)

_____
(signature)

SPONSOR:

34 Prince Equities LLC

By: _____
Name:
Title: Authorized Signatory

ESCROW AGENT:

Executed solely in connection with the provisions set forth in this Escrow Rider.

Brody, Schwartzman, Feinberg & Cohan PLLC

By: _____
Name:
Title:

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RESIDENTIAL UNIT DEED

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RESIDENTIAL UNIT DEED

THIS INDENTURE, made the ____ day of _____, ____, between 34 Prince Equities LLC, having an office at 55 Fifth Avenue, New York, NY 10003 ("Grantor") and _____ having an address at _____ ("Grantee").

W I T N E S S E T H :

That the Grantor, in consideration of Ten and 00/100 ($10.00) Dollars and other good and valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, the heirs or successors and assigns of the Grantee, forever:

The Condominium Unit ("Unit") known as Residential Unit No. ____ in the building ("Building") known as the 34 Prince Street Condominium ("Condominium") and by the street number 32-34 Prince Street/235 Mott Street, Borough of Manhattan, County of New York, City and State of New York, said Unit being designated and described by the above Unit number in a certain declaration dated _____], made by Grantor pursuant to Article 9-B of the Real Property Law of the State of New York ("Condominium Act") establishing a plan for condominium ownership of the Building and the land ("Land") upon which the Building is situate (which Land is more particularly described in Exhibit A annexed hereto and by this reference made a part hereof), which declaration was recorded in the Office of the Register of The City of New York of the County of New York ("Register's Office") on _____, as CRFN# _____ ("Declaration"). The Unit is also designated as Tax Lot _____ in Block 494 of Section 2 of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans of the Building, certified by SLCE Architects, LLP on _____, and filed with the Real Property Assessment Department of The City of New York on _____, as Condominium Plan No. _____ and also filed in the Register's Office on _____], as Condominium Map No_____;

TOGETHER with an undivided _____% interest in the Common Elements (as such term is defined in the Declaration);

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to the Unit;

TOGETHER with, and subject to, the rights, obligations, easements, restrictions and other provisions set forth in the Declaration and the By-laws of the Condominium ("By Laws"), as the same may be amended from time to time, all of which constitute covenants running with the Land and shall bind any person having at any time any interest or estate in the Unit, as though recited and stipulated at length herein.

SUBJECT also to such other liens, agreements, covenants, easements, restrictions, consents and other matters of record as pertain to the Unit, to the Land and/or to the Building (which Land and Building are collectively referred to as the "Property").

TO HAVE AND TO HOLD the same unto the Grantee and the heirs or successors and assigns of the Grantee forever.

If any provision of the Declaration or the By-laws is invalid under, or would cause the Declaration or the By-laws to be insufficient to submit the Property to, the provisions of the Condominium Act, or if any provision which is necessary to cause the Declaration and the By-laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from the Declaration or the By-laws, or if the Declaration and the By-laws are insufficient to submit the Property to the provisions of the Condominium Act, the applicable provisions of the Declaration shall control.

Except as otherwise specifically permitted by the Condominium Board or provided in the Declaration or the By-laws, the Unit is intended for residential use only.

Grantor represents that the Grantor is the same party as the Grantee of the Property under deed dated _____ and recorded in the Register's office on _____, 2014 as CRFN 2014_____.

Grantor covenants that the Grantor has not done or suffered anything whereby the Unit has been encumbered in any way whatever, except as set forth in the Declaration and the By-laws (and any Residential Rules and Regulations adopted under the By-laws).

Grantor, in compliance with Section 13 of the Lien Law of the State of New York, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the same for any other purposes.

Grantee accepts and ratifies the provisions of the Declaration and the By-laws (and any Residential Rules and Regulations adopted under the By-laws) and agrees to comply with all the terms and provisions thereof.

This conveyance is made in the regular course of business actually conducted by the Grantor.

The term "Grantee" shall be read as "Grantees" whenever the sense of this indenture so requires.

All capitalized terms used herein which are not separately defined herein shall have the meanings given to those terms in the Declaration or the By-laws of the Condominium.

* * * * *

IN WITNESS WHEREOF, the Grantor and the Grantee have duly executed this Indenture as of the day and year first above written.

GRANTOR:

34 Prince Equities LLC

By: _____
Name:
Title: Authorized Signatory

GRANTEE:

_____

_____

(ACKNOWLEDGEMENTS)

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

On the _____ day of _____, in the year _____, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of whom the individual(s) acted, executed the instrument.

_____
Notary

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

On the _____ day of _____, in the year _____, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of whom the individual(s) acted, executed the instrument.

_____
Notary

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

On the _____ day of _____, in the year _____, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of whom the individual(s) acted, executed the instrument.

_____
Notary

EXHIBIT A
TO RESIDENTIAL UNIT DEED

DESCRIPTION OF THE LAND

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, bounded and described as follows:

[See the Schedule A – Description of the Land in the Specimen Title Report set forth in Part II of the Plan.]

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USE AND OCCUPANCY AGREEMENT

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USE AND OCCUPANCY AGREEMENT

This use and occupancy agreement ("Use and Occupancy Agreement") for Unit_____ ("Unit") at the 34 Prince Street Condominium, located at 32-34 Prince Street/235 Mott Street, New York, New York 10012 ("Premises") is made as of _____, 20___ between 34 Prince Equities LLC ("Sponsor") and _____ ("Purchaser(s)") (collectively the "Parties").

BACKGROUND

A. Sponsor is the sponsor of an offering plan to create additional residential Condominium Units at the Premises (by amending and restating the Declaration of Condominium) and to offer the same for sale to the public ("Offering Plan").

B. The Parties executed a Purchase Agreement for the Unit dated _____, 20___ as the same may be amended from time to time ("Purchase Agreement").

C. The Parties executed a Rider to the Purchase Agreement ("Rider") pursuant to which Purchaser was granted the right to enter into a Use and Occupancy Agreement and obtain pre-closing occupancy of the Unit.

NOW THEREFORE, it is agreed by the Parties as follows:

1. All capitalized terms used in this Use and Occupancy Agreement shall have the same meanings ascribed to them in the Offering Plan, the Purchase Agreement and Rider as amended.

2. The term ("Term") of the Use and Occupancy Agreement shall commence on _____, 20___ ("Occupancy Date") and end on a date occurring on the earlier of: (a) the Closing of Title to the Unit pursuant to the terms of the Purchase Agreement, (b)_____, 20___, unless such date is extended in accordance with the terms of this Agreement or (c) the date that either Sponsor or Purchaser cancels the Purchase Agreement in accordance with the terms thereof.

3. Purchaser shall pay to Sponsor payments (each a "Payment") in the amount of $_____ per month to be paid on the first day of each month of the Term. If this Use and Occupancy Agreement terminates as result of the Closing of Title to the Unit, any Payment received by Sponsor for the month in which the Closing of Title takes place shall be adjusted between Sponsor and Purchaser at Closing.

4. Purchaser warrants that the Unit has been inspected and examined and Purchaser shall accept title to the Unit at Closing in the same condition "as is" on the Occupancy Date, except for any items set forth on the Inspection Statement executed by Purchaser prior to the Occupancy Date, if any.

5. During the Term, Purchaser shall keep the Unit clean and in good condition and no other persons other than Purchaser and Purchaser's family may occupy the Unit (subject in all events to the Declaration of Condominium, the By-Laws and the Rules and Regulations of the Condominium) and the Unit may not be sublet, and/or occupied by any other person without the express prior written consent of Sponsor. Purchaser shall not be permitted to harbor any pets in the Unit without Sponsor's prior written consent. Purchaser shall not be permitted to perform any alterations, modifications, renovations and/or repairs to or in the Unit without Sponsor's prior written consent. Purchaser acknowledges that while the Unit may be legally occupiable, certain other services and facilities in the Building may be subject to shut-off or otherwise unavailable as a result of ongoing construction. Purchaser agrees that the interruption or failure of any such services or facilities shall not be an objection or defense by Purchaser to any of the conditions or obligations stated hereunder or under the Purchase Agreement.

6. It is specifically understood and agreed that Sponsor and the Condominium Board shall be exempt from any and all liability for any damage or injury to persons or property or arising from any cause or happening whatsoever in, on, or to the Unit from and after the Occupancy Date, except if caused by the willful, affirmative acts on the part of Sponsor, the Condominium Board or their respective agent(s). Commencing on the Occupancy Date and throughout the Term, Purchaser shall obtain and maintain (a) personal general liability insurance against any and all claims for bodily injury death or property damage (including, but not limited to, loss due to water damage) occurring in, upon or from the Unit thereto or any part thereof, with limits not less than $_____for bodily injury or death arising out of any one occurrence and $_____for damage to property plus at least $_____ umbrella liability coverage and (b) tenant's "all-risk" property insurance in respect of property damage occurring in upon, or from the Unit or any part thereof (including, but not limited to appropriate coverage for additions, alterations, improvements and betterments and personal property). Such insurance shall name Sponsor and the Condominium Board as additional insureds and may not be cancelable without prior notification to Sponsor. Purchaser shall indemnify, defend and hold Sponsor and the Condominium Board harmless from and against any and all expenses, liabilities and/or obligations (including, without limitation, reasonable attorneys' fees and disbursements) arising therefrom except if caused by the willful, affirmative acts on the part of Sponsor or the Condominium Board or their respective agents.

7. It is specifically understood and agreed that nothing contained herein shall waive or modify the rights of Sponsor or Purchaser under the Purchase Agreement in the event the parties hereto fail to close title in accordance with the terms of the Purchase Agreement.

8. The Parties acknowledge that this Use and Occupancy Agreement is not a lease and that a landlord/tenant relationship is not established by virtue of Purchaser's occupancy of the Unit, which occupancy is provided as an accommodation to Purchaser only.

9. In the event (i) that Purchaser defaults under the terms of this Use and Occupancy Agreement which default is not cured within 10 days of notice (other than Purchaser's failure to make a Payment within ten (10) days of the first day of the month in which such Payment is due, in which event Sponsor shall not be required to send notice of default and the event of default shall be deemed to have occurred on the 11th day after the date on which such Payment is due) or (ii) of the expiration of the Term, Purchaser agrees to vacate and deliver possession of the Unit to Sponsor in broom-clean condition within 10 days of written notice from Sponsor or its attorney ("Vacate Date").

10. In the event Purchaser fails to surrender possession of the Unit to Sponsor in accordance with the terms of this Use and Occupancy Agreement by the Vacate Date:

    a. Purchaser shall pay Sponsor, an additional sum of $____ per day, as penalty (and not as an occupancy charge), for each day or part thereof that Purchaser remains in possession of the Unit beyond the Vacate Date. At Sponsor's option, such amount may be deducted from the Security Deposit (defined below). This penalty shall be in addition to the Payment and any other charges set forth in this Agreement and all of the Sponsor's remedies under the Purchase Agreement, without limitation; and

    b. Purchaser agrees (i) that Sponsor, without notice, may forthwith commence a summary holdover proceeding for the purpose of enforcing this Use and Occupancy Agreement; (ii) to agree in said holdover proceeding to consent to the personal and subject matter jurisdiction of the court and to waive any and all substantive defenses to the proceeding; and (iii) that Sponsor may file the Stipulation of Settlement (a copy of which is annexed hereto) with a court of competent jurisdiction and prepare a final judgment of possession and execute a warrant of eviction forthwith without any further notices to Purchaser; and

c. Purchaser shall be liable for any and all actual and incidental costs incurred by Sponsor in recovering possession of the Unit, including, but not limited to, storage and/or disposal fees for Purchaser's belongings and reasonable attorneys' fees. At Sponsor's option, such amounts may be deducted from the Security Deposit, and Purchaser shall be liable for the remainder of such costs in excess of the Security Deposit.

11. As security for the performance of Purchaser's obligations hereunder including, without limitation, attorneys' fees, occupancy charges, repairs to the Unit caused by Purchaser's occupancy, penalties and other incidental costs and expense, Sponsor hereby acknowledges receipt of $_____ ("Security Deposit"). The Security Deposit will be returned to Purchaser (less deductions for any charges, fees outstanding payments or reimbursements permitted under this Use and Occupancy Agreement) either upon Closing or, if the Purchase Agreement has been terminated, within 15 days after the Unit is surrendered to Sponsor.

12. Any default by Purchaser under the Use and Occupancy Agreement (which is not cured as set forth herein) shall constitute an Event of Default by Purchaser under the Purchase Agreement entitling Sponsor, to exercise any remedies provided for in the Purchase Agreement on account of such Event of Default, provided however that any default by Purchaser under the Purchase Agreement (which is not cured as set forth in the Purchase Agreement) shall constitute a default by Purchaser under the Use and Occupancy Agreement entitling Sponsor, in its sole option, to terminate the Use and Occupancy Agreement in accordance with Law. In addition to the foregoing, simultaneously with the execution of this Agreement, Purchaser shall execute and deliver to Sponsor a stipulation in the form annexed hereto ("Stipulation"), the terms of which are incorporated herein. It is expressly understood that upon any default under this Use and Occupancy Agreement or under the Purchase Agreement beyond their respective cure periods, Sponsor may commence without further notice a summary holdover proceeding in the Civil Court, New York County based on the terms of this Use and Occupancy Agreement. Purchaser consents to the jurisdiction of the Court and to the entry of a judgment of possession in favor of Sponsor and to the immediate entry of a warrant of eviction in accordance with the Stipulation.

13. Purchaser expressly acknowledges Purchaser's obligation to comply with the Condominium Declaration, By-laws and Rules and Regulations.

14. If any Payment due under this Use and Occupancy Agreement is received after the 10th of the month, Purchaser shall pay to Sponsor a $_____ late fee. If any check delivered by Purchaser to Sponsor is uncollectible for any reason, Purchaser shall pay to Sponsor a $___ returned check fee.

15. This Use and Occupancy Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York.

16. In the event of any inconsistency between the provisions of this Use and Occupancy Agreement and those contained in the Plan, the provisions of the Plan shall govern and be binding.

17. This Use and Occupancy Agreement may be executed in any number of original, pdf or facsimile counterparts. Each such counterpart shall for all purposes be deemed an original. All such counterparts shall together constitute but one and the same Use and Occupancy Agreement.

PURCHASER(S):

_____

_____

SPONSOR:

34 PRINCE EQUITIES LLC

By: _____
Name: Francis Greenburger
Title: Managing Member

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF NEW YORK

34 PRINCE EQUITIES LLC
Petitioner-Owner/Landlord,

- against -

Premises: 34 Prince Street Condominium
32-34 Prince Street/235 Mott Street, Unit _____
New York, New York

Respondent-Tenant.

Index No.
L&T -

STIPULATION OF SETTLEMENT
HOLDOVER

WHEREAS, Petitioner and Respondent entered into a certain Purchase Agreement ("Purchase Agreement"), dated as of _____, 20___, pursuant to which Petitioner agreed to convey and Respondent agreed to purchase the captioned Premises; and

WHEREAS, Respondent has been occupying the Premises pursuant to an use and occupancy agreement ("Use and Occupancy Agreement"); and

WHEREAS the term under the Use and Occupancy Agreement have expired, but Respondent continues to occupy and possess the Premises without the permission of the Petitioner after the expiration of said term; and

WHEREAS, Respondent has agreed to vacate the Premises;

NOW, THEREFORE, in for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the mutual covenants contained herein, the parties hereto wish to settle all claims and resolve all disputes and differences among them and do hereby stipulate and agree as follows:

1. Respondent acknowledges having received and having been duly served with the Notice of Petition and Petition Holdover by which the Petitioner seeks a final judgment of possession for and a warrant of eviction removing Respondent from the Premises.

2. Respondent accepts service, waives traverse and all objections to personal and subject matter jurisdiction, if any. Respondent admits as true each and every allegation set forth in the petition, waive trial by jury, waive all defenses, affirmative defenses and counterclaims of any kind or nature and the service of any notice before the Warrant may be executed.

3. Respondent expressly acknowledges the following: (i) Respondent waives any and all objections of any kind or nature to the service, substance or sufficiency of notices, if any, served prior to the commencement of this proceeding, (ii) the term granted to Respondent under the Agreement has expired; (iii) Respondent has no further right, title or interest in and to the Premises and (iv) Respondent remains in possession of the Premises as a "holdover Tenant".

4. Respondent consents to and Petitioner may enter a final judgment of possession for the Premises and to the immediate issuance of a warrant of eviction. Any personal property remaining in the Premises upon eviction shall be deemed abandoned.

5. The terms of the Agreement shall govern the obligations of the parties, except as modified by the terms of this Stipulation.

6. Respondent hereby waives, abandons, relinquishes and surrenders any rights they may have to (i) an extension of time to cure any breach of condition as set forth in this Stipulation and Order (ii) any stay, order or injunction preventing the execution of the Warrant (iii) judicial intervention of any kind or nature to extend, modify, toll the time periods set forth herein or collaterally attack the enforceability of any of the terms or provisions hereunder (iv) appeal from any order of the Court resulting from this Stipulation and Order.

7. If Petitioner shall employ counsel to enforce any of Respondent's obligations under this Stipulation and Order or to defend any litigation commenced by Respondent seeking (i) an extension of time to cure any breach of condition as set forth in this Stipulation and Order (ii) any stay, order or injunction preventing the execution of the Warrant, (iii) judicial intervention of any kind or nature to extend, modify, toll the time periods set forth herein or collaterally attack the enforceability of any of the terms or provisions hereunder (iv) to appeal from any order of the Court resulting from this Stipulation and Order, notwithstanding the prohibition of seeking any such relief as set

forth herein, and if Petitioner shall be compelled to enforce Petitioner's rights hereunder, respondents shall pay all of the Petitioner's costs and expenses in connection therewith, including, without limitation, reasonable attorneys' fees and disbursements.

8. The parties hereto expressly agree that the Court shall retain jurisdiction over the enforcement of the provisions of this Stipulation.

9. The parties hereto shall cooperate fully so as to facilitate the compliance with all of the obligations set forth in this Stipulation. All documents required to be executed by Respondent shall be delivered to the Petitioner so requesting within three (3) business days, delivery to be made by hand or overnight courier.

10. In the event of a conflict between the terms of the Agreement and those of this Stipulation and Order, the terms of this Stipulation and Order shall prevail.

11. This Stipulation and Order constitutes the entire agreement between the Petitioner and Respondent with respect to the subject matter hereof and there are no oral representations existing between the parties with respect thereto. This Stipulation and Order shall constitute an Order of the Court, subjecting a party who violates its provisions to all rights and remedies available for the violation of a Court order.

12. This Stipulation and Order is the product of substantial negotiations between the parties and, as such, no negative inferences shall be drawn against either party as the drafter hereof.

13. This Stipulation and Order shall be filed with the Court and shall become an Order of the Court upon signature of any judge sitting in the civil court without further notice to either party.

Dated: New York
_____, 20___

_____

By: _____ By: _____

Brody, Schwartzman, Feinberg & Cohan PLLC

Attorneys for Petitioner
55 Fifth Avenue, 15th Floor
New York, New York 10003
(212) 206-6000

By; _____

SO ORDERED:

_____

JUSTICE OF THE CIVIL COURT

ELECTION FORM AND INSTRUCTIONS FOR DIGITAL COPIES OF THE OFFERING PLAN

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ELECTION FORM TO RECEIVE
A DIGITAL COPY OR A PAPER COPY FOR

34 Prince Street Condominium
32-34 Prince Street/235 Mott Street, New York, New York 10012
CD__-_____ ("Property")

The undersigned is/are (check and complete as applicable):

____ The prospective purchaser or purchaser under an agreement to purchase Unit ____ ("Purchaser").

____ The owner of Unit _____ ("Owner").

If there are multiple parties comprising the Purchaser, Owner or Tenant, or if Purchaser, Owner or Tenant is an entity, the undersigned represents that the undersigned is the authorized signatory for all such multiple parties or such entity, as applicable.

Check the appropriate box (ONLY ONE BOX MAY BE CHECKED):

____ The undersigned (if a Purchaser) hereby elects to receive a Digital Copy of the offering plan for the Property ("Plan") **[as amended to date] [[and] [but not]] all future amendments to the Plan** in digital format via **[Offeror to specify CD-ROM, DVD, USB flash drive, letter containing URL, email for amendments smaller than 20 gigabytes, or other media acceptable to the Department of Law]**. The undersigned (if an Owner or Tenant) hereby elects to receive Digital Copies of Amendments to the Plan. The undersigned understands that the Digital Copy may not be fully searchable, and that Offeror may change the format or medium of future Digital Copies upon 30 days' prior written notice.

____ The undersigned (if a Purchaser at the Property) hereby elects to receive a Paper Copy of the Plan as amended to date and Paper Copies of all future amendments to the Plan. The undersigned (if an Owner or Tenant at the Property) hereby elects to receive Paper Copies of all future amendments to the Plan.

If the undersigned has elected to receive Digital Copies of the Plan or Amendments, the undersigned acknowledges having read the Instructions attached to this Election Form, including the system requirements for the Digital Copy provided by Offeror. The undersigned understands that neither Offeror nor the principals of Offeror shall be responsible for any incompatibility of any Digital Copies with the undersigned's digital device, computer, operating system, or software and that neither Offeror nor the principals of Offeror shall be liable for any corruption of, or defect in, the Digital Copies the undersigned may receive.

Dated: _____, 20___

_____
Signature of Offeree

_____
Printed Name of Offeree

_____
Mailing Address of Offeree

_____
Telephone number of Offeree

INSTRUCTIONS FOR ELECTING TO RECEIVE A DIGITAL COPY OR A PAPER COPY

34 Prince Street Condominium
32-34 Prince Street/235 Mott Street, New York, New York 10012
CD__-____ ("Property")

Article 23-A of the New York General Business Law ("GBL") requires the sponsor or other offeror of the offering statement, prospectus or plan ("Plan") to provide to you the Plan and amendments to the Plan ("Amendments"). You are given the choice to receive the Plan **[and Amendments]** either in paper format ("Paper Copy") or in digital format ("Digital Copy") by completing and returning the attached Election Form to **34 Prince Street LLC** ("Offeror"). However, Offeror cannot provide Digital Copies of the Plan and/or Amendments in lieu of Paper Copies unless you elect to receive Digital Copies.

It is your obligation to notify Offeror at 55 Fifth Avenue, New York, New York 10003, in writing of any changes in your name, email address, mailing address or telephone number. Please also note that you have a right to change your election by giving written notice to Offeror at the address listed in this paragraph, but you may not change your election more than once within any 12 month period. However, you may change your election earlier if Offeror changes the format or media of the Digital Copies. Offeror will have 30 days from receipt of notice of change in your contact information or your election (as applicable) to reflect the change on Offeror's records.

The Digital Copy of the Plan or any Amendment that you receive may from time to time include forms that must be printed out and returned to Offeror within a specified time period. In such case, you must have access to a printer.

Offeror is distributing Digital Copies of **[the Plan/ the Plan as amended to date/ the Plan and subsequent Amendments to the Plan] [on/in]** a **[specify CD-ROM, DVD, USB flash drive or other media acceptable to the Department of Law, or by letter containing a URL for accessing the Plan or Amendment, or by email for Amendments smaller than 20 gigabytes]. [If subsequent Amendments will be offered solely as Paper Copies, so state.]**

The Digital Copies are saved in **[specify software, including version used]**. To view the Plan and/or Amendments you must have a computer running **[specify version of operating system required]** and have **[specify versions of software required]**. Offeror, in its sole discretion, may change the format or media used to distribute Digital Copies in the future upon giving you not less than 30 days' prior written notice. Offeror shall not be required to create Digital Copies in a format that is compatible with your digital device, computer hardware, software or operating system at that time. **If Offeror is transmitting Amendments smaller than 20 gigabytes by email, Offeror is not responsible if such Amendments are filtered by your spam filtering program, firewall, or antivirus software.**

In no event will Offeror or any principals of Offeror be responsible for any incompatibility of any Digital Copies with your digital device, computer, operating system, or software, nor shall Offeror or any principals of Offeror be liable for any corruption of, or defect in, the Digital Copies received by you.

All notices between Offeror and you shall be provided in the method prescribed in your Purchase Agreement or as otherwise required by the Department of Law's Regulations,

Dated: _____, 20____

RECIPROCAL EASEMENT AGREEEMNT AND DECLARATION
("TOWNHOUSE" EASEMENT)

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THIS INSTRUMENT WAS PREPARED BY
AND AFTER RECORDING PLEASE RETURN, TO:

Joshua Stein PLLC
59 East 54th Street, Suite 22
New York, NY 10022
Att'n: Joshua Stein, Esq.
Title No.: _____

SPACE ABOVE LINE FOR RECORDER'S USE ONLY

RECIPROCAL EASEMENT AGREEMENT AND DECLARATION

Made by

34 PRINCE EQUITIES LLC

AND

THE BOARD OF MANAGERS OF 34 PRINCE STREET CONDOMINIUM

August 20, 2014

This instrument affects real and personal property situated, lying, and being in the City of New York, State of New York, known as follows:

Block:	494
Lots:	1201, 1202 and 22
Street Addresses:	32-34 Prince Street (Condo Property) 38 Prince Street (Townhouse Property) New York, New York
County	New York

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Attachments:

Exhibit A = Description of Townhouse Property
Exhibit B = Description of Condo Property
Exhibit C = Diagram
Exhibit D = Easement for Townhouse Property Light and Air (Form of)
Exhibit E = Easement for Condo Property Light and Air (Form of)
Exhibit F = Stormwater Easement (Form of)
Exhibit G = Cellar Pipes Easement (Form of)

RECIPROCAL EASEMENT AGREEMENT AND DECLARATION

THIS RECIPROCAL EASEMENT AGREEMENT AND DECLARATION (this "**REA**") is executed and delivered as of August ___, 2014 (the "**Execution Date**"), by these parties (together, "**Declarants**"):

- **34 PRINCE EQUITIES LLC**, a New York limited liability company (formerly known as 32 Prince Equities LLC), having an address at c/o Time Equities Inc., 55 Fifth Avenue, 15th Floor, New York, NY 10003 ("**Developer**"); and

- **THE BOARD OF MANAGERS OF 34 PRINCE STREET CONDOMINIUM**, having an address at 34 Prince Street, New York, New York 10012 (the "**Board**").

This REA does not become effective, however, until the Effective Date as described below. This REA may use capitalized terms before defining them. An "Index of Defined Terms," indicating the page where each capitalized term is defined, follows the signature page(s) and acknowledgments.

Developer and Board enter into this REA based on these facts and circumstances:

A. Townhouse Property. Developer owns the real property described in **Exhibit A** (the "**Townhouse Property**"), also known as Block 494, Lot 22, on the Tax Map of New York County, having acquired it from The Trustees of Saint Patrick's Cathedral in the City of New York through a deed recorded before this REA (including any continuing restrictions and obligations in that deed, the "**Deed**").

B. Condo. 34 Prince Street Condominium (the "**Condo**") was established by recording a Declaration Establishing a Plan for Condominium Ownership dated as of July 1, 2014 (with all exhibits, as amended from time to time in accordance with their terms, the "**Condo Declaration**"), which empowered Board to act as attorney-in-fact for all Condo Owners regarding this REA.

C. Condo Property. The Condo affects and relates to the real property described in **Exhibit B** (the "**Condo Property**"), formerly known as Block 494, Lot 21, on the Tax Map of New York County. As of recording of the Condo Declaration, the Condo Property consists of the Condo Units which are known as Lots 1201 and 1202 in Block 494.

D. Property Line. The Condo Property and the Townhouse Property (each, a "**Property**", and together, the "**Properties**") abut along a common property line (the "**Property Line**"). Wherever this REA refers to an Owner's "**Property**," that means: (a) the Condo Property, in the case of Condo Owners; and (b) the Townhouse Property, in the case of Townhouse Owner.

E. Improvements. The improvements that exist on the Properties (collectively, the "**Improvements**") include an integrated structure spanning the Property Line (the "**1826 Structure**"), as depicted in **Exhibit C** (the "**Diagram**"). The "**Improvements**" also include any fences or retaining walls that now or later exist on either Property.

F. Historical Character. The 1826 Structure was originally built in 1826. It has substantial historical importance and character. For that reason, the New York City Landmarks Preservation Commission ("**Landmarks**") designated both Properties and all Improvements, including the 1826

Structure, as a New York City landmark. Landmarks therefore has jurisdiction over, among other things, alterations affecting the Improvements.

G. Construction Agreement. Developer and CFU Owner entered into a "Construction Agreement" dated as of the date hereof and recorded against the Properties before this REA (the "**Construction Agreement**").

H. ZLDA. Developer and others entered into a "Zoning Lot Development Agreement" dated as of the date hereof and recorded against the Properties before this REA (the "**ZLDA**").

I. Light and Air Easements. Immediately prior to entering into this REA, Declarants recorded against the Properties two Light and Air Easements (the "**Light and Air Easements**"):

1. Benefitting Townhouse Property. A light and air easement benefitting the Townhouse Property and burdening the Condo Property, in the form of **Exhibit D**; and

2. Benefitting Condo Property. A light and air easement benefitting the Condo Property and burdening the Townhouse Property, in the form of **Exhibit E**.

J. Stormwater Easement. Immediately prior to entering into this REA, Declarants recorded against the Properties a Stormwater Diversion Easement Agreement, in the form of **Exhibit F** (the "**Stormwater Easement**"), which provides for a system of downspouts, leaders, and pipes intended to divert stormwater from the Shared-Cost Roof and release it to a location within the Condo Property for further processing, storage, and ultimate disposition into the municipal sewer and stormwater system over time after a storm (the "**Stormwater Diversion System**"), including the downspouts or leaders located at the "Leader Locations" shown in the "Leader Drainage Diagram" page of the Diagram.

K. Cellar Pipes Easement. Immediately prior to entering into this REA, Declarants recorded against the Properties a Cellar Pipe Easement Agreement, in the form of **Exhibit G** (the "**Cellar Pipes Easement**", which provides for and defines (including defining the general locations of) certain stormwater and sewer pipes serving the Townhouse Property, entering the cellar level of the Condo Property at the "Entry Point of PSTH Sewer and Storm Drainage" depicted in the "Cellar Pipes Easement Diagram" page of the Diagram, and running through that cellar level only in Permitted Cellar Pipe Areas to connect to municipal sewage and stormwater lines under Mott Street (all such pipes, collectively, the "**Cellar Pipes**").

L. Party Wall. A party wall, as shown in the Diagram, runs along and straddles the Property Line (the "**Party Wall**"). The Party Wall includes, as shown in the Diagram: (a) the northerly and southerly prolongations of that party wall, so it includes the wall running along the Property Line from the northernmost wall to the southernmost wall of the 1826 Structure; and (b) any part of that wall below grade, except Foundations. The Diagram shows these elements relating to the Party Wall:

1. Exposed Party Wall. The "**Exposed Party Wall**" means the northernmost and southernmost parts of the Party Wall, where the Party Wall (a) supports only the Townhouse Property and not the Condo Property; (b) does not abut Improvements on the Condo Property; (c) straddles the Property Line; and (d) has lot line windows. The "**Exposed Party Wall**" also includes the Façade of the Exposed Party Wall.

2. Unexposed Party Wall. The "**Unexposed Party Wall**" means the entire Party Wall, except the Exposed Party Wall.

3. Party Wall Finishes. The Party Wall excludes any finishes, surfaces and other decorations located within the interior of the 1826 Structure and wholly within, and visible only from, one Owner's Property ("**Party Wall Finishes**"). The Party Wall Finishes exclude the Façade of the Exposed Party Wall.

M. Roof. The Diagram also shows the roof of the 1826 Structure (the "**Roof**"), which includes these elements, whether they serve parts of the 1826 Structure on both Properties or on only one of the Properties:

1. Support System. All joists or other structural supports immediately below the roof surface and covering system;

2. Drainage. All exterior downspouts, drainpipes, drains, gutters, gutter guards and screens, leaders, pipes, and any other systems to divert stormwater from the roof to the ground, the interior drainage system of either Property, or the municipal sanitary or stormwater drainage system (excluding any piping, drains or other water conduits inside any Improvements on either Property); and

3. Other Roof Features. All other architectural features and membrane penetrations of such roof, including chimneys, elevator overruns, plumbing and ventilation stacks, smoke stacks, dormers, the area of the roof that will support the dunnage for the Townhouse HVAC, and accessory uses.

N. Shared-Cost Roof. Within the Roof, the Diagram identifies only part of the Roof, including only certain related structures and elements, all as the Diagram more particularly shows, as the "**Shared-Cost Roof**."

O. Additional Improvements. The Diagram also shows each of these elements of the Improvements and the Properties, and its scope and location:

1. Façade. The exterior façade of the 1826 Structure (the "**Façade**"), which includes all exterior façade of the Exposed Party Wall.

2. Property Line Fence. The fence that runs along and straddles the Property Line perpendicular to Prince Street, extending from the North Exposed Party Wall to the Front Fence (the "**Property Line Fence**").

3. Shared Foundation. The footings, foundations, and foundation walls of the 1826 Structure, to the extent they support the Party Wall or constitute a boundary wall of the cellar level of the Condo Property (the "**Shared Foundation**").

P. Intention. Declarants desire to establish a sound mechanism to Maintain and preserve the Common-Benefit Improvements and the Façade for the benefit of all present and future Owners. Declarants also enter into this REA to comply with the Requirements and to recognize, respect, and preserve the historical character of the 1826 Structure and other parts of the Properties.

Q. Effective Date. Declarants intend that this REA not become effective unless and until the Completion Amendment Conditions, as defined in the Construction Agreement, have all been met (the "**Effective Date**"). The Effective Date will be evidenced solely by a recorded memorandum of the Effective Date (the "**Effectiveness Memo**"). This REA will automatically become fully effective only if and when the Effective Date has occurred.

NOW, THEREFORE, Declarants declare that from the Effective Date until the Termination Date each and every condition, covenant, declaration, obligation, restriction, and other provision in this REA shall run with the land (i.e., shall bind and burden all interests in the Property and both Owners), shall bind every future Owner, shall prevail over inconsistent provisions in any Mortgage, and shall benefit and be enforceable as this REA expressly states, all to seek to protect the value of the Properties and each Owner's interest in its Property. This REA shall remain prior and superior to the rights and interests of all Owners and their Mortgagees notwithstanding any modification of this REA, but only if that modification is made in compliance with this REA. This REA shall remain subject and subordinate to these documents, as validly modified from time to time (the "**Prior Documents**"): (a) the ZLDA; (b) the Deed; (c) the Landmarks Declaration; (d) the Light and Air Easements; (e) the Stormwater Easement; (f) the Cellar Pipes Easement; and (g) until terminated under Section 21.3 of the Construction Agreement (or otherwise by mutual agreement of the parties to the Construction Agreement), the Construction Agreement.

1. Definitions

"**Board**" also means, if the Condo no longer exists, then whatever governing association or Person acts for the then Condo Owners.

"**Certificate**" means a certificate issued by a licensed architect or engineer nominated by a Maintainer obligated to restore any Common-Benefit Improvements, and Consented to by the other Owner.

"**CFU**" means Community Facility Unit.

"**CFU Front Yard**" means the part of the Condo Front Yard depicted on the Diagram as the "CFU Front Yard." The CFU Front Yard includes the entranceway to the CFU, including exterior steps, railings along the steps, planter boxes and entry yard, all as the Diagram shows.

"**CFU Owner**" means the record owner(s), at the time in question, past, present and future, of the Community Facility Unit. The Community Facility Unit is a Condo Unit. As with any other Condo Unit, as provided below, if, at any time, multiple record owners of the Community Facility Unit exist, then "CFU Owner" means all those record owners, jointly and severally.

"**Common-Benefit Improvements**" means the Party Wall, the Property Line Fence, the Stormwater Diversion System, the Roof, and the Shared Foundation. Although this REA establishes rights and obligations regarding other elements of the Property, the parties do not intend that any such other element constitute a Common-Benefit Improvement.

"**Community Facility Unit**" means the Condo Unit that the Condo Declaration defines and delineates as the Community Facility Unit or the CFU.

"**Condo Front Fence**" means the parts of the Front Fence located on Condo Property (or the outdoor area, if any, located between the Condo Property and the public sidewalk of Prince Street).

"**Condo Front Yard**" means the outdoor area of the Condo Property located between the 1826 Structure and the public sidewalk of Prince Street; provided, however, that the Condo Front Yard shall not include any part of the Front Fence or the Property Line Fence.

"**Condo Owner**" means the record owner(s), at the time in question, past, present, and future, of a Condo Unit. If, at any time, multiple record owners of a Condo Unit exist, then "**Condo Owner**" for that Condo Unit means all those record owners, jointly and severally. So long as the Condo exists, "**Condo Owners**" means Condo Owners, collectively, each for its Condo Unit, and jointly for the common elements of the Condo, acting by and through Board as attorney-in-fact and authorized representative of all Condo Owners collectively. The Board is not and shall not be deemed the attorney-in-fact or authorized representative of any particular Condo Owner, acting in that Condo Owner's separate and independent capacity. If the Condo no longer exists, then every reference to Condo Owners means the then owner(s) of the Condo Property under whatever ownership regime then governs the Condo Property.

"**Condo Unit**" means any unit of the Condo, as delineated and defined in the Condo Declaration, including associated interest in common elements. The Community Facility Unit is a Condo Unit.

"**Connected Floor**" means, within each Owner's Property, floor joists and other support systems connected to the Party Wall from time to time.

"**Consent**" means consent in writing. No Owner shall unreasonably withhold, delay, or condition any Consent, except where this REA expressly states otherwise (any such exception, a "**Discretionary Consent**"). If an Owner (an "**Applicant**") seeks Consent from the other Owner (the "**Consenter**"), then Consenter shall be deemed to have granted that Consent if: (a) the Consent is not a Discretionary Consent; (b) Applicant requests Consenter's Consent by notice under this REA; (c) the first page of that request includes these words in **BOLD ALL CAPITAL LETTERS**: "**THIS CONSENT SHALL BE DEEMED GRANTED UNLESS REASONABLY WITHHELD WITHIN 15 BUSINESS DAYS AFTER THE EFFECTIVE DATE OF THIS NOTICE**"; and (d) as of the date 15 business days after the effective date of Applicant's notice, Consenter has not withheld its Consent with a statement of the basis for doing so in a notice to Applicant.

"**Contractor**" means: (a) any person(s) performing any Maintenance for any Owner on any Common-Benefit Improvement(s) or the Façade; and (b) any subcontractors, material suppliers, vendors, and others claiming by or through any person described in clause "a."

"**Dispute**" means any claim or dispute arising from or relating to this REA; its interpretation, enforcement or application; any withholding of a Consent; or the Owner's rights or obligations relating to or arising from any Common-Benefit Improvement or the Façade.

"**Emergency**" means any condition or circumstance the existence of which causes imminent risk of any material damage to the Property or any nearby real property; any personal injury; or suspension of any necessary service to either Property.

"**First Mortgage**" means the most senior Mortgage (as against other Mortgages encumbering the same collateral) held by a Permitted Mortgagee. If a single Permitted Mortgagee holds a building loan Mortgage and up to two other Mortgages to comply with the Lien Law, then those Mortgages shall be treated as a single Mortgage for purposes of this definition, but only so long as commonly held.

"**First Mortgagee**" means the record holder of a First Mortgage. If multiple Mortgages encumber any collateral, then notwithstanding the previous sentence, the Mortgagees may unanimously designate any one of them as First Mortgagee, provided the designee is a Permitted Mortgagee.

"**Front Fence**" means the front fence located on or near the Properties where the Properties abut the public sidewalk of Prince Street. The Front Fence does not include the Property Line Fence. Even if the Front Fence is not located on the Properties, it shall be treated as if located on the Properties, and Maintained in accordance with this REA.

"**Front Yard**" means, collectively, the Condo Front Yard and the Townhouse Front Yard.

"**Government**" means each and every governmental agency, authority, bureau, department, quasi-governmental body, or other entity or instrumentality having or claiming jurisdiction over the Property (or any activity at the Property), including the United States federal government, the State of New York, the City of New York, and all other applicable governmental agencies, authorities, and subdivisions thereof, including Landmarks.

"**Indemnify**" means, where this REA states that any Indemnitor shall "Indemnify" any Indemnitee from, against, or for a particular matter (the "**Indemnified Risk**"), that Indemnitor shall (subject to any limitations in this REA) indemnify Indemnitee and its agents, directors, employees, Mortgagees, members, officers, and partners, and defend and hold all of the foregoing harmless from and against any and all actual damages (but not consequential, exemplary, indirect, or punitive damages, or any other damages beyond actual damages), claims, costs, judgments, liability, penalties, and other detriment, expense, and injury (including reasonable attorneys' fees, interest and penalties) that any or all of the foregoing suffer(s) or incur(s): (a) from, as a result of, or on account of the Indemnified Risk (except to the extent resulting from Indemnitee's negligence or misconduct); or (b) in enforcing Indemnitor's indemnity. Indemnitee shall have the right to Consent to Indemnitor's counsel, except counsel that Indemnitor's insurance carrier selects and requires Indemnitor to use.

"**Indemnitee**" means any person entitled to be Indemnified under this REA.

"**Indemnitor**" means any person that agrees in this REA to Indemnify any Indemnitee.

"**Loss**" means, with respect to a Property, any damage, destruction or other loss of all or part of that Property by (i) fire or other casualty or (ii) partial condemnation.

"**Loss Proceeds**" means, with respect to a Property, any insurance proceeds or condemnation award relating to or arising from any Loss of that Property.

"**Maintainer**" means the Owner obligated to Maintain a Common-Benefit Improvement or the Façade.

"**Maintenance**" means the act or activity of Maintaining.

"**Minimum Liability Coverage**" means commercial general liability insurance coverage in the amount of at least $5,000,000, or such greater amount as is then ordinarily and customarily obtained by owners of real property similar to the Improvements, but the coverage amount shall be adjusted no more than once every five years. If the Owners disagree on how much coverage this definition requires, they shall resolve that disagreement by Arbitration.

"**Minimum Property Coverage**" means special perils property insurance coverage in an amount equal to replacement cost excluding foundations and footings, as adjusted from time to time.

"**Mortgage**" means any recorded mortgage encumbering an Owner's Property (or CFU Owner's interest in the Condo), and all obligations secured by that mortgage.

"**Mortgagee**" means the record holder of a Mortgage, provided it is a Permitted Mortgagee.

"**Owner**" means, as the context requires, either or both of: (a) Condo Owners as a group acting through Board; or (b) Townhouse Owner.

"**Permitted Cellar Pipe Areas**" means any areas on the cellar level of the Condo Property that are not Prohibited Locations.

"**Permitted Mortgagee**" means any person actively in the business of making mortgage loans.

"**Prohibited Location**" means any location that: (a) is within the CFU; (b) requires access through the CFU or the CFU Front Yard; (c) provides access to the CFU or CFU Front Yard; or (d) affects the operation of, or provision of services or utilities to, the CFU.

"**Proportionate Share**" of an Owner means, for any Common-Benefit Improvement, the share that this REA requires that Owner to contribute to the total costs of Maintenance of that Common-Benefit Improvement, by direct payment or reimbursement, before considering any rights and obligations for restoration after Loss.

"**Record**" means record in the land records of New York County (New York City Register).

"**REA Payments**" means all sums, including past-due sums, this REA requires an Owner or its predecessor in interest to pay the other Owner or a Trustee, with interest at the judgment rate and costs of collection, including reasonable attorneys' fees.

"**Requirements**" means all consents, declarations, directives, laws, licenses, orders, ordinances, permits, proclamations, regulations, requirements, rules, special permits, and variances of or issued by any Government, whether in effect on the Execution Date or later enacted or modified, affecting the Property in any way, in whole or in part. The Requirements include: (a) all Landmarks requirements, including requirements for review of alterations; and (b) the Prior Documents. "**Requirements**" shall take into account any applicable waiver, variance, exemption, or special permit, subject to its terms.

"**Termination Date**" means the date when the Owners have Recorded a notice of termination of this REA.

"**Townhouse Front Fence**" means the Front Fence located upon the Townhouse Property (or the outdoor area, if any, located between the Townhouse Property and the public sidewalk of Prince Street).

"**Townhouse Front Yard**" means the outdoor area of the Townhouse Property located between the 1826 Structure and the public sidewalk of Prince Street, but excluding any part of the Front Fence or the Property Line Fence.

"**Townhouse Owner**" means the record owner(s), at the time in question, past, present, and future, of the Townhouse Property. If, at any time, multiple record owners of the Townhouse Property exist, then "**Townhouse Owner**" means all those record owners, jointly and severally.

"**Trustee**" means a bank acting as insurance trustee for disbursement of Loss Proceeds to restore. Board shall nominate three possible Trustees, each of which must be a bank in New York City regularly engaged in making construction loans or acting as a trustee. Townhouse Owner (with concurrence of its First Mortgagee, if required by the First Mortgage documents) shall select one of those three nominees to act as Trustee. Notwithstanding the preceding two sentences, if Townhouse Owner's First Mortgagee is a bank in New York City regularly engaged in making construction loans or acting as a trustee, then that First Mortgagee may at its option act as Trustee for any Loss Proceeds otherwise payable to Townhouse Owner, provided that Townhouse Owner's First Mortgagee enters into a Disbursement Agreement with both Owners. The Owners may agree: (a) on any other Trustee; (b) to act jointly as Trustee; or (c) to dispense with a Trustee.

2. Covenants to Maintain

2.1 Cellar Pipes. Townhouse Owner shall Maintain the Cellar Pipes. Notwithstanding anything to the contrary in the Cellar Pipes Easement, the Cellar Pipes shall be located solely in the Permitted Cellar Pipe Areas.

2.2 Exposed Party Wall. Townhouse Owner shall Maintain the Exposed Party Wall.

2.3 Façade. Each Owner shall Maintain the Façade on that Owner's Property. Townhouse Owner shall Maintain the Façade of the Exposed Party Wall. Each Owner shall promptly perform any "spot maintenance," "touch-up," patching, pointing, or (for painted Façade surfaces it must maintain) repainting, but need not do so more than once a year. Each Owner may paint and repaint the window installations in the Façade it must maintain, provided such Owner complies with the Requirements.

2.4 Fences. Condo Owners shall Maintain the Condo Front Fence. Townhouse Owner shall Maintain the Townhouse Front Fence. Condo Owners shall Maintain the Property Line Fence. Townhouse Owner shall pay, or reimburse Condo Owners for, 50% of their reasonable costs to Maintain the Property Line Fence.

2.5 Shared-Cost Roof. Each Owner shall Maintain the Roof above its Property, except the Shared-Cost Roof. Condo Owners shall Maintain the Shared-Cost Roof. Maintenance of the Roof shall include replacement of panels and Roof substructure, and patching when and as reasonably necessary or appropriate. The Owners shall enter into a single roof maintenance contract (providing for a single warranty on any Roof work performed) with a reputable (and if required by the Requirements licensed) roofing contractor nominated by Condo Owners and Consented to by Townhouse Owner (the "**Roofing Contractor**"). The Owners shall direct Roofing Contractor to bill each Owner separately for

Roof Maintenance in accordance with this paragraph. To the extent that this paragraph obligates an Owner to Maintain the Roof, that Owner shall have the sole right to control and direct Roofing Contractor. Condo Owners may from time to time replace the Roofing Contractor with Townhouse Owner's Consent. The Owners may engage a separate Roofing Contractor for particular systems within the Roof (e.g., gutters and downspouts), but a single Roofing Contractor must be responsible for the entirety of that system for the entire 1826 Structure. In Maintaining the Shared-Cost Roof, Condo Owners shall: (a) meet the same standard of Maintenance for the entire Shared-Cost Roof; (b) follow all reasonable recommendations of the Roofing Contractor, except where Townhouse Owner Consents otherwise; and (c) solicit competitive bids from qualified contractors from at least three bidders for any individual project (or series of related projects) relating to the Shared-Cost Roof that would reasonably be estimated to cost more than $15,000, increased by 10% every five years, compounded. Condo Owners shall pay 58% of all charges properly payable to Roofing Contractor on account of the Shared-Cost Roof. Townhouse Owner shall pay the balance. That allocation shall apply without regard to which area(s) of the Shared-Cost Roof any particular recommendations or Maintenance affect.

2.6 Shared Foundation. Each Owner shall, at its cost, Maintain the Shared Foundation on its side of the Property Line. To the extent that any reasonably necessary Shared Foundation Maintenance spans the Property Line and cannot reasonably be allocated between Owners: (a) Condo Owners shall perform that Maintenance, and (b) Townhouse Owner shall pay, or reimburse Condo Owners for, 50% of Condo Owners' reasonable costs of that Maintenance. Condo Owners shall, however, pay 100% of Maintenance costs for the part of the Shared Foundation that abuts only the cellar below the Condo Property.

2.7 Stormwater Diversion System. Condo Owners shall Maintain the Stormwater Diversion System, all in accordance with the same standards, procedures, and cost allocations as Maintenance of the Shared-Cost Roof.

2.8 Unexposed Party Wall. Each Owner shall Maintain its side of the Unexposed Party Wall. To the extent that any reasonably necessary Unexposed Party Wall Maintenance spans the Property Line and cannot reasonably be allocated between Owners: (a) Condo Owners shall perform that Maintenance, and (b) Townhouse Owner shall pay, or reimburse Condo Owners for, 50% of Condo Owners' reasonable costs of that Maintenance. If any Party Wall Finishes are damaged or destroyed as a result of Party Wall Maintenance, then the Owner within whose Property those Party Wall Finishes are located shall repair or replace them, without contribution or reimbursement. Each Owner shall Maintain, and at its option and in its sole and absolute discretion may at any time replace or alter, Party Wall Finishes on its side of the Property Line, subject to the Requirements, and provided that no Party Wall Finishes shall weaken or compromise, to any degree, the Unexposed Party Wall or any part of it.

2.9 Special Treatment of Owner-Caused Damage. If either Owner, though negligence or other wrongful acts, causes any damage to any Common-Benefit Improvements or the Façade, then the Maintainer for those Common-Benefit Improvements or that Façade shall repair that damage as part of Maintenance, even if Maintainer did not cause it. The party that caused the damage shall pay for the reasonable cost of that Maintenance, subject to the Limited Release of Liability.

3. Maintenance and Repair Requirements

Wherever this REA requires an Owner to "**Maintain**" any Common-Benefit Improvement or Façade, the Maintainer shall, in a commercially reasonable manner in compliance with the

Requirements, and with commercially reasonable promptness, maintain and preserve that Common-Benefit Improvement or Façade; replace it, including, at Maintainer's option, making any reasonable upgrades and enhancements performed in compliance with the Requirements, as reasonably necessary or appropriate from time to time; protect it from damage by the elements; and cause it to comply with the Requirements, including making any improvements and upgrades the Requirements may require from time to time. For the Common-Benefit Improvement(s) and Façade it must Maintain, Maintainer shall at its cost, either directly or through Contractors, as part of the definition of "**Maintain**"):

3.1 Generally. Perform all necessary or appropriate repairs (foreseen or unforeseen, and including capital repairs and replacements), and, to the extent Landmarks requires, regularly inspect to determine the need for maintenance and repairs.

3.2 Insurance. Maintain such additional insurance (in addition to insurance that this REA expressly requires), if any, that is then customarily maintained in performing similar work, and, upon request, give the other Owner reasonably satisfactory evidence of that insurance. If Owners cannot agree on what this paragraph requires, then the Owners shall resolve that disagreement through Arbitration.

3.3 Loss. Subject to the provisions of Section 7 hereof, perform any restoration required as a result of Loss with respect to those Common-Benefit Improvements, unless either: (a) both Owners agree otherwise with respect to such restoration; or (b) a Termination Date occurs.

3.4 Notice. Except in an Emergency, give the other Owner reasonable prior notice of any Maintenance that could affect that other Owner or its use or enjoyment of any Property.

3.5 Standard of Performance. Cause the affected Common-Benefit Improvement or Façade to be maintained in a manner that fully complies with all Requirements and all property insurance policies that apply.

4. Grants of Easement

Declarants establish these easements for the benefit of the Owners, all of which easements may be exercised without payment, other consideration, interference, or satisfaction of any conditions except as stated here:

4.1 Access for Permitted Maintenance. To the extent that a Maintainer reasonably needs access to any part of the Property owned by another Owner (an "**Access Provider**") for Maintenance in accordance with this REA (the "**Permitted Maintenance**"), Access Provider grants Maintainer and its Contractors an easement of access, allowing them to enter the affected part of the Property to perform only Permitted Maintenance. A Maintainer shall: (a) except in the event of an Emergency, give Access Provider reasonable prior notice (and in an Emergency such notice as is feasible); (b) diligently endeavor to minimize any interference or adverse impact caused by the exercise of those rights; (c) except in the event of an Emergency, before entry, give Access Provider a certificate of liability insurance naming Access Provider and its Mortgagees as additional insureds and evidencing Minimum Liability Coverage on terms suitable for the Permitted Maintenance; (d) promptly repair any damage Maintainer causes, except where this REA expressly provides otherwise; (e) abide by Access Provider's reasonable security rules and procedures; and (f) Indemnify Access Provider against any claims arising from Maintainer's and its Contractors' activities. Access Provider shall have the right to accompany (or have its representative accompany) Maintainer during any period of entry. Nothing in

this REA allows any Owner to perform any Maintenance in the other Owner's Property, except as this paragraph expressly permits.

4.2 Support. The Declarants grant each Owner such easements of support as are required for such Owner's, or such Owner's portion of, the Common-Benefit Improvements and Connected Floors.

4.3 Temporary Structures. To the extent that a Maintainer reasonably needs to install any scaffold, ladder, shed, sidewalk bridge, or other temporary structure anywhere on its Property or abutting sidewalks as reasonably necessary or appropriate to exercise its easement rights under this REA (collectively, "**Temporary Structures**"), that Maintainer may do so. Any Maintainer that installs a Temporary Structure shall: (a) install and remove it expeditiously and leave it in place for the shortest time reasonably possible subject to the Requirements, but this does not obligate a Maintainer to pay overtime or premium rates; (b) Indemnify the other Owner against the Temporary Structure, including claims under Labor Law Section 240; (c) repair any damage resulting from the Temporary Structure and its installation or removal; and (d) so long as the Temporary Structure exists, maintain for the benefit of the Owners such additional liability insurance as is then ordinary and customary to maintain for Temporary Structures.

5. Additional Agreements

5.1 Access to Cellar Pipes. Condo Owners recognize that Townhouse Owner and its Contractor(s) will need the ability to obtain immediate access to the Cellar Pipes, 24 hours a day seven days a week. So long as the Cellar Pipes are located solely within the Permitted Cellar Pipe Areas, Condo Owners shall assure that access, either by: (a) giving Townhouse Owner keys, access devices, and codes as necessary for that access; or (b) arranging for Condo's managing agent to be able to provide that access on demand. In any case, the access arrangements for the Cellar Pipes must satisfy all Government requirements necessary to permit the Cellar Pipes to service the Townhouse Property. In no event shall any Cellar Pipes ever be located outside of the Permitted Cellar Pipe Areas. Townhouse Owner shall (1) keep in full force and effect Minimum Liability Coverage for the Cellar Pipes and their Maintenance; (2) maintain Minimum Property Coverage for the Cellar Pipes; (3) at all times maintain with Board ordinary and customary evidence of the insurance described in clauses "1" and "2"; (4) promptly repair any damage to the Condo Property the Cellar Pipes cause; and (5) Indemnify Condo Owners regarding the existence of, and the activities of Townhouse Owner and its Contractors relating to, the Cellar Pipes. Nothing in this Section entitles anyone to obtain access to (or be given any keys, access devices or codes that would permit access to) the CFU at any time or for any purpose. Without limiting the previous sentence, nothing in this Section entitles Townhouse Owner or its Contractor(s) to enter the CFU at any time or for any purpose.

5.2 Compliance with Requirements. Each Owner shall comply with all Requirements affecting its Property. Notwithstanding anything to the contrary in this REA, to the extent that any Prior Document requires any person to take any action, that action shall not be deemed to violate or constitute a default under this REA.

5.3 Connected Floors. If either Owner desires to Maintain its Connected Floor or the connection point between that Connected Floor and the Party Wall, then that Owner may do so in compliance with the same requirements that govern Party Wall Maintenance. Each Owner shall do nothing that would cause its Connected Floor to weaken, jeopardize, or impair the Party Wall.

5.4 Construction Agreement Unaffected. Notwithstanding anything to the contrary in this REA, this REA does not limit, restrict, or prohibit any construction work, including punchlist work, that the Construction Agreement requires or allows Developer to perform. The previous sentence shall continue to apply even after the Effective Date. Without limiting the foregoing, the Owners acknowledge that neither the easements of access granted herein to each other, nor any restrictions placed thereon, shall abrogate any rights of access with respect to the Properties that Developer has pursuant to the Construction Agreement, for so long as the Construction Agreement shall remain in effect as to the Properties. The Construction Agreement shall govern that access unaffected by this REA.

5.5 Failure to Maintain. If any Maintainer fails to perform its obligation to Maintain any Common-Benefit Improvement in compliance with this REA, then the other Owner (the "**Notifier**") may so notify Maintainer. If, as of 30 days after Notifier's notice (or such period of up to five days as is reasonably feasible in the case of any Maintenance necessary or appropriate in an Emergency), Maintainer (or its Mortgagee acting pursuant to Section 6.1) has not remedied that failure (or, in any case that such failure cannot with reasonable diligence be remedied within such 30 day, or, as the case may be, five day, period, has not initiated the remedy thereof within such period (the "**Maintenance Cure Period**") and thereafter diligently prosecuted the same to completion), then Notifier may perform that Maintenance, in accordance with the same standards that governed Maintainer. Maintainer shall within 30 days after demand (which demand is accompanied by reasonable backup documentation) reimburse all reasonable costs, including reasonable attorneys' fees, that Notifier incurs as a result (less any reimbursement this REA would have required Notifier to make to Maintainer on account of those Maintenance expenses).

5.6 Front Yard Standards. Each Owner shall Maintain and operate the Front Yard of its Property in a first class manner and in accordance with the Requirements. Each Owner shall not cause or permit in the Front Yard any: (a) accumulation of debris; (b) business or sales or marketing activities or services, including a flea market or a stand or kiosk for the sale of goods or services; or (c) placement or storage of temporary or permanent cans, bins, or other storage units for debris, garbage, or trash, except on a temporary basis for same-day collection. If an Owner places any furniture in its Front Yard, then no visible chain, lock, or other security device shall secure that furniture. The Owners acknowledge that (i) the CFU Front Yard is a Limited Common Element under the Condo Declaration, appurtenant solely to the Community Facility Unit; (ii) accordingly, the Condo Declaration gives CFU Owner the sole and exclusive right to use the CFU Front Yard; (iii) CFU Owner intends to erect statue(s) within the CFU Front Yard; and (iv) nothing in this REA limits or prohibits CFU Owner from doing so. Even if CFU Owner converts any or all of the Community Facility Unit to residential use, CFU Owner shall maintain: (a) the rights under the previous sentence; and (b) the right to treat those rights as Limited Common Elements (appurtenant to the Community Facility Unit, even after converted to residential use) under the Condo Declaration, all as the Condo Declaration provides.

5.7 Indemnification. Each Owner shall, subject to the Limited Liability Release, Indemnify the other for any damage to the Common-Benefit Improvements or Façade, violation of Requirements, or violation of this REA by that Owner, including any damage resulting from an Owner's failure to Maintain as this REA requires.

5.8 Insurance. Each Owner shall maintain: (a) ordinary and customary liability insurance in an amount equal to at least Minimum Liability Coverage; and (b) ordinary and customary property insurance in an amount equal to at least Minimum Property Coverage. Each Owner's insurance

coverage shall take into account the nature and scope of the insured Improvements and shall provide for disbursement of Loss Proceeds in a manner consistent with this REA. On request, an Owner shall give the other ordinary and customary evidence of that insurance, including, in the case of liability insurance, designation of the other Owner (and its Mortgagee(s)) as additional insured(s). Property insurance coverage shall include a waiver of subrogation for claims arising from any damage to the insured property caused by the other Owner. To the extent permitted by that waiver of subrogation, each Owner releases the other from any such claims (the "**Limited Liability Release**").

5.9 Party Wall. The Owners shall use and Maintain the Party Wall as a common wall in accordance with the Requirements, until the Termination Date. The Party Wall shall, among other things, provide support for all Connected Floors. Absent the Consent (in its sole discretion) of all of (i) the Board, on behalf of the Condo Owners generally; (ii) CFU Owner, in its separate capacity; and (iii) Townhouse Owner, no Owner shall: (a) break through the Party Wall, including creation of any opening of any kind; (b) relocate or alter the Party Wall; or (c) install in the Party Wall any water, gas or other utility lines that did not previously exist there. If any Owner files any permit for alterations or demolition of its Property, that permit application and any accompanying plans shall clearly indicate the Party Wall and its status as a common wall. Notwithstanding the foregoing, the Maintainer of the Party Wall (or any part of it) shall have the right (without consent of any other party) to Maintain the Party Wall in accordance with this REA.

5.10 Payment of Contractors. Each Owner shall promptly pay its Contractors when payment is due, if, and to the extent, the failure to do so might cause such a Contractor to file a mechanic's lien against the other Owner's Property. If any unpaid Contractor files a lien against the other Owner's Property, then the Owner that engaged that Contractor shall promptly remove, bond, or discharge that lien.

5.11 Preservation of Shared-Cost Roof. No Owner shall modify any element of, or place any additional equipment or other property on, the Shared-Cost Roof, except if and to the extent that the Roofing Contractor does so for Roof Maintenance.

5.12 Signage. Each Owner may install signage on its Property, subject to the Requirements.

5.13 Stormwater Diversion System. Condo Owners and the Condo Property shall accept the flow of all stormwater from the Stormwater Diversion System as it occurs, and hold, process, and dispose of that stormwater in compliance with the Requirements. Notwithstanding anything to the contrary in the Stormwater Easement or this REA, no element of the Stormwater Diversion System, and no piping, storage system, or other installation that holds or processes stormwater within the Condo Property, shall ever exist in any Prohibited Location. Neither Owner shall: (a) connect any additional source of flow to the Stormwater Diversion System; or (b) except as necessary for Maintenance in accordance with this REA, modify or relocate any element of the Stormwater Diversion System.

6. Mortgages

6.1 Default Notices and Demands. If either Owner (a "**Notice Giver**") notifies the other Owner (the "**Notice Recipient**") that Notice Recipient is in default under this REA or gives Notice Recipient any other material notice or demand under this REA, including a demand that Notice Recipient perform any Maintenance or pay any sum, then: (a) Notice Giver shall simultaneously and by the same means give a copy of that notice to each Mortgagee of Notice Recipient's Property; (b)

each such Mortgagee shall have the right to cure any default by (or perform any responsibilities under this REA of) its mortgagor; (c) Notice Giver shall accept that cure from any such Mortgagee; and (d) if multiple Mortgagees seek to exercise cure rights under this paragraph, then Notice Giver need not recognize or deal with any Mortgagee except Notice Recipient's First Mortgagee. Nothing in this paragraph limits Notice Giver's rights and remedies against Notice Recipient based on that default. Without limiting the foregoing, Notice Giver shall not be required to forebear from its exercise of any rights or remedies hereunder during any period that a Mortgagee is prosecuting, or attempting to prosecute, a cure of such default (provided, that nothing in this sentence shall be deemed to shorten the Maintenance Cure Period). If a Mortgagee enters Notice Giver's Property to seek to cure a default, then that Mortgagee's mortgagor shall Indemnify Notice Giver regarding that entry, including any damage the Mortgagee causes. That Indemnity does not limit Notice Giver's other rights and remedies.

6.2 Arbitration. If any Notice Giver gives any Notice Recipient any notice relating to any Arbitration permitted under this REA (including a notice transmitted through an intermediary such as the American Arbitration Association), then Notice Giver shall simultaneously and by the same means give a copy of each such notice to each Mortgagee of the Notice Recipient's Property. Subject to the terms of its Mortgage, Notice Recipient's First Mortgagee may participate in any Arbitration on behalf of (and, at its option, subject to the terms of its loan documents, to the exclusion of) its mortgagor.

6.3 Loss Proceeds. This REA governs as against any inconsistent provisions on Loss Proceeds in any Mortgage.

7. Loss and Restoration.

7.1 Adjustment. If one or both Properties suffer a Loss which (in whole or in part) affects any Common-Benefit Improvements (or any part thereof) such that the same require restoration, then, and in each such case:

(a) each Owner(s) of the pertinent Propert(ies) shall adjust and negotiate any Loss Proceeds payable by its (or their) insurers or the condemning authority, as the case may be;

(b) each such Owner shall cause all the Loss Proceeds payable in respect of its Property to be made available, on a first priority basis, to fund its Proportionate Share of the costs of the restoration of any such Common-Benefit Improvements;

(c) in that regard, if the reasonably estimated "hard" and "soft" costs to restore any such Common-Benefit Improvements, as estimated by a mutually acceptable engineer (such estimated cost, with respect to any Common-Benefit Improvements, being herein called the "**Restoration Cost Estimate**") exceeds $250,000 (increased by 10% every five years, compounded) (the "**Trustee Threshold**"), then each Owner shall cause the Loss Proceeds with respect to its Property, up to an amount equal to 120% of its Proportionate Share of the Restoration Cost Estimate for such Common-Benefit Improvements, to be paid directly to a Trustee (such amounts paid to and held by a Trustee, as to any Common-Benefit Improvements, are herein called the "**Trustee Restoration Funds**"), which the Trustee shall hold and disburse pursuant to Sections 7.2, 7.3 and 7.4 below; and

(d) if the Restoration Cost Estimate is equal to or less than the Trustee Threshold, then each Owner shall cause the Loss Proceeds with respect to its Property, up to an amount equal to 120% of its Proportionate Share of such Restoration Cost Estimate, to be paid to the Maintainer of such Common-Benefit Improvements (such amounts paid to and held by a Maintainer, as to any

Common-Benefit Improvements, are herein called the "**Maintainer Restoration Funds**"), who shall (i) hold the same in trust to be applied solely to the payment of the cost of the restoration such Common-Benefit Improvements, until the full completion of, and payment for, such restoration, and (ii) thereafter, if any excess Maintainer Restoration Funds shall remain, then disburse such excess to the Owners in accordance with their Proportionate Shares (subject to the rights of each Owner's First Mortgagee as against that Owner).

7.2 Disbursement Agreement. If, as contemplated above, Loss Proceeds are paid to a Trustee to hold as Trustee Restoration Funds with respect to any Common-Benefit Improvements, then promptly after the Loss and before any disbursement of the Trustee Restoration Funds, the Owners shall enter into a disbursement agreement with Trustee in such form that is ordinary and customary for a trustee (that is not a Mortgagee) with respect to its holding and disbursement of restoration funds for the benefit of multiple parties (a "**Disbursement Agreement**"), provided, that, in all instances, the provisions of the Disbursement Agreement are consistent with this REA. All ordinary and customary fees of Trustee (and reimbursements of costs and expenses, including reasonable attorneys' fees) for acting in that capacity shall be paid from the Trustee Restoration Funds on the terms set forth in the Disbursement Agreement. Trustee shall also reimburse Maintainer, from the Trustee Restoration Funds, for any reasonable out of pocket sums incurred in connection with complying with the Disbursement Agreement.

7.3 Disbursement Conditions. Trustee shall disburse Trustee Restoration Funds with respect to any Common-Benefit Improvements to the Maintainer of such Common-Benefit Improvements, from time to time to pay for cost of the restoration thereof, provided that such disbursements shall be subject to the following conditions: (a) delivery of a Certificate evidencing that the undisbursed Trustee Restoration Funds, before that disbursement, are sufficient to pay for restoration (if the Owners need to contribute additional monies as Trustee Restoration Funds in order to permit this Certificate to be issued, then they shall do so in accordance with their Proportionate Shares); (b) based on a Certificate, the plans and specifications for such restoration work (if any) are sufficient to provide for restoration of the affected Common-Benefit Improvements to substantially their condition before the Loss, to the extent reasonably feasible (such plans and specifications, if needed, shall be prepared by Maintainer, but Trustee shall reimburse Maintainer, from the Trustee Restoration Funds, the reasonable cost thereof, as well as other soft costs reasonably incurred by Maintainer in connection with the restoration work); (c) based on a current title search, no unbonded and undischarged mechanics' lien affects the Propert(ies) upon which the Common-Benefit Improvements are located; (d) Maintainer has delivered reasonable evidence that all prior disbursements have been properly applied to the restoration work; (e) based on a Certificate, the portions of the restoration work to which such prior disbursements (of hard costs) relate have been completed substantially in accordance with the plans and specifications for the restoration work, and in compliance with applicable Requirements; (f) in the case of the final disbursement, Maintainer has delivered reasonable evidence that it has obtained final lien waivers from its primary contractors in connection with the restoration work; (e) in the case of the final disbursement, based on a Certificate, Maintainer has completed restoration work substantially in accordance with the plans and specifications for the restoration work, and in compliance with all Requirements, and obtained all required permits or authorizations (if any) to occupy and use the restored Common-Benefit Improvements.

7.4 Satisfaction of Conditions; Excess Proceeds. For any Loss affecting any Common-Benefit Improvements that a Maintainer must restore, that Maintainer shall promptly cause the conditions to Trustee's disbursement of the Trustee Restoration Funds to be satisfied, to the extent

those conditions are within that Maintainer's reasonable control. After that restoration has been completed and paid for, and any other payments hereinabove authorized to be made from the Trustee Restoration Funds have been made, any remaining excess Trustee Restoration Funds shall be disbursed to the Owners in accordance with their Proportionate Shares (subject to the rights of each Owner's First Mortgagee as against that Owner).

8. Miscellaneous

8.1 Arbitration of Certain Disputes. If any Dispute arises (i) over the reasonableness of any Owner's withholding of any Consent (other than a Discretionary Consent), or (ii) over the amount of the Minimum Liability Coverage, then each such Dispute (but no other Disputes) shall be resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules ("**Arbitration**"). Judgment on any arbitral award may be entered in any court with jurisdiction. The prevailing party shall be entitled to an award of its reasonable attorneys' fees. THE PARTIES WAIVE JURY TRIAL IN ANY DISPUTE. Except as this paragraph provides, no Disputes shall be subject to Arbitration. In all other cases, including all other Disputes, each Owner shall have all rights and remedies allowed by law or in equity, but no right to compel Arbitration.

8.2 Board Capacity. Board enters into, and shall be bound by, this REA only in Board's representative capacity on behalf of Condo Owners. No individual Board member has any personal liability or any obligations under this REA. Wherever this REA imposes any obligation on Board, that obligation constitutes only the obligation of Condo Owners as a group, acting through Board.

8.3 Community Facility Unit Residential Conversion. Any conversion of the Community Facility Unit to residential use shall: (a) be evidenced by a suitable Recorded amendment to the Condo Declaration; and (b) not require any amendment of this REA. If the CFU is subdivided into multiple residential Condo Units (the "**Converted Units**"), then CFU Owner's rights regarding the Party Wall and any amendment(s) of this REA (the "**CFU Owner Special Rights**") shall remain singular rights. The CFU Owner Special Rights shall be held, collectively, by the owner(s) of all Converted Units adjacent to the Party Wall or any part of it. If more than one such Converted Unit exists, then the owners of those Converted Units shall appoint one of them to exercise the CFU Owner Special Rights. That appointment may be made, or changed, from time to time, only by written notice of all owners of Converted Units to Board and Townhouse Owner. Nothing in this paragraph affects CFU Owner's rights and obligations (or those of any Condo Owners of Converted Units, as its successors) under the Condo Declaration.

8.4 Condo Termination. If the Condo terminates, liquidates, is dissolved, or for any other reason no longer exists, then: (a) this REA shall bind and benefit any successor(s) in ownership of the Condo Property; and (b) those successor(s) in ownership shall constitute "**Owners**."

8.5 Counterparts. This REA, or any amendment of this REA, may be executed in counterparts. Each is an original. All constitute a single document.

8.6 Easement Locations. After the Effective Date, the Owners shall, at the request of either Owner, record suitable documentation to memorialize the locations of the Cellar Pipes and Stormwater Diversion System within the Property, to the extent not already memorialized in the Cellar Pipes Easement and the Stormwater Easement. The foregoing shall not authorize the locating of: (a) the Cellar Pipes outside the Permitted Cellar Pipe Areas; or (b) the Stormwater Diversion System in any Prohibited Location.

8.7 Estoppel Certificates. Within 10 days after an Owner's written request from time to time, but no more often than twice a year, the other Owner shall execute a certificate, in Recordable form, directed to the requester or its designee(s), stating (to the Owner's actual knowledge, in each case with no duty to investigate, it being agreed that in the case of Townhouse Owner such actual knowledge shall be that of each owner of the Townhouse Property, and, case of the Board, such actual knowledge of the Board's officers after reasonable inquiry of Condo's managing agent) that, subject only to exceptions specifically stated in reasonable detail in the certificate: (a) the requesting party is not in default under this REA; (b) this REA has not been amended or waived, in whole or in part, orally or in writing; (c) no material Maintenance or material capital improvements are presently underway or required for any Common-Benefit Improvement(s) or Façade; (d) the party delivering the certificate does not owe, nor is owed, any REA Payments; (e) the amount of any Lien claimed by the signer and the elements and basis for that Lien; (f) confirming other purely factual matters directly related to the other party's performance under this REA as reasonably requested; and (g) the addressee may rely on that certificate as of its date.

8.8 Further Assurances. Each Owner shall promptly after request by the other Owner take such further actions, and execute and acknowledge such further documents, as reasonably necessary or appropriate, from time to time, to implement and effectuate the intentions of the Owners as expressed in this REA. Without limiting the previous sentence, the Owners shall execute and acknowledge an Effectiveness Memo promptly upon the Effective Date. If the Owners have not executed, acknowledged, and Recorded an Effectiveness Memo by December 31, 2030, then this REA shall automatically terminate and have no force or effect. This paragraph does not obligate either Owner to execute, acknowledge or deliver any additional instrument, or take any additional action, that would or might (x) impose on that Owner any liabilities or obligations beyond those already imposed under this REA; or (y) grant the requesting Owner any rights beyond those already arising under this REA. In all events, the requesting Owner shall pay all reasonable expenses (including reasonable attorneys' fees) of the other Owner in considering or granting such request. If an Owner desires to undertake any activities in compliance with this REA, but those activities require any consent by any Government and the application for that consent requires execution or consent by any other Owner, then the Owners shall reasonably cooperate to seek that Government consent, all at the reasonable expense (including reasonable attorneys' fees) of the Owner requesting cooperation.

8.9 Interpretation; Governing Law. The interpretation, validity, and enforcement of this REA; the relationship between the parties; and any dispute arising from this REA or that relationship shall all be governed by and interpreted under the laws of the State of New York. The words "**including**," "**include**," and "**such as**" shall be interpreted as if followed by the words "without limitation" unless the context clearly requires otherwise. The word "**or**" includes "and." Wherever this REA requires any person to perform any obligation or take any action, that person shall do so at its own expense except to the extent this REA expressly states otherwise. Words of masculine, feminine, or neuter gender shall include the correlative words of other genders. Words defined in the singular may be used in the plural, and vice versa, all in accordance with ordinary principles of English grammar. Likewise, the same ordinary principles of English grammar also govern the formation of verb forms in this REA. For example, the word "**Maintaining**" is the present participle of the verb "Maintain" and needs no separate definition. All Exhibits attached to this REA, and all recitals of this REA, are incorporated by reference and made a part of this REA. Captions and headings are provided for convenient reference. They shall not be considered in interpreting this REA.

8.10 Merger; Amendments. This REA: (a) represents the entire agreement between the parties about the subject matter of this REA, except other agreements this REA mentions, including the Prior Documents; and (b) is subject to no unsatisfied conditions. This REA may not be amended, discharged, or terminated, except by a written instrument: (x) signed by (i) the Board, on behalf of all Condo Owners; (ii) the CFU Owner, in its separate capacity; and (iii) Townhouse Owner, each of the three foregoing in its sole discretion; (y) Consented to by all Mortgagees, each in its sole discretion; and (z) Recorded.

8.11 No Implied Terms. Nothing in this REA creates by implication any restriction or obligation affecting any Owner. The only restrictions or obligations created by this REA consist of the restrictions and obligations arising under the express terms of this REA.

8.12 No Forfeiture. No breach or default under this REA shall ever cause any termination, forfeiture, impairment, or cut-off of any Owner's (or its Mortgagee's) estate or rights in the Property or under this REA, except by enforcing a Lien.

8.13 Notices. All notices or other communications that this REA requires or permits shall be given by personal delivery or by Federal Express or other nationally recognized overnight (one-night) courier service. Notices shall be effective when actually received, or when delivery has been refused as evidenced by a written confirmation by the third-party delivery service. Townhouse Owner's address shall be at the Townhouse Property. Board's address shall be at the Condo. An Owner may from time to time by notice under this paragraph: (a) change its address to one other address within the United States; or (b) designate (in total) up to three notice recipients at any one time at its address. Any notice given by an attorney actually representing an Owner shall be effective as notice from that Owner. No proof of the attorney's authority need accompany such notice.

8.14 Scope of Liability. Each Owner shall look only to other Owner's estate in such other Owner's Property, or the proceeds thereof (including sale or financing proceeds), for the satisfaction of any remedies that such Owner may have, or for the collection of any judgment such Owner may obtain (or for the exercise by such Owner of any other judicial process), against the other Owner with respect to this REA. No other property or assets of the other Owner shall be subject to levy, execution or other enforcement procedure in respect thereof or in connection therewith.

8.15 Separability. If any part of this REA is held to be invalid, illegal, or unenforceable in any respect, then that shall not impair any other part of this REA.

8.16 Successors and Assigns; Transfers. This REA shall bind and benefit Declarants, the Owners, their Mortgagees, and their successors, assigns, and legal representatives, including any transferee through a foreclosure or deed in lieu of foreclosure under any Mortgage. Nothing in this REA obligates anyone to obtain any consent to (or give notice of) any transfer, foreclosure, deed in lieu of foreclosure, grant of a Mortgage, ground lease, or other transaction affecting or potentially affecting the ownership or possession of any Property.

8.17 Termination. The Owners shall promptly execute, acknowledge, and Record an instrument terminating this REA if and when either: (a) no Common-Benefit Improvements exist except below-grade elements of the Stormwater Diversion System; (c) after a Loss to the Condo Property, Condo Owners elect to terminate this REA, by notice to Townhouse Owner, but Condo Owners may make that election only if (i) in compliance with the Requirements and the Condo Declaration, Condo Owners determine not to restore the Condo Property, or (ii) Condo Owners

otherwise reasonably determine (in compliance with the Requirements), either unanimously or in such a percentage as the Condo Declaration requires, not to restore the Condo Property because it is not economically feasible to do so; or (d) after a Loss to the Townhouse Property, Townhouse Owner elects to terminate this REA (by notice to the Board), but Townhouse Owner may make that election only if Townhouse Owner reasonably determines, in compliance with the Requirements, not to restore the Townhouse Property because it is not economically feasible to do so. Termination of this REA does not terminate any Prior Documents.

No Further Text on This Page.

IN WITNESS WHEREOF, Declarants have executed this REA as of the Execution Date.

BOARD

THE BOARD OF MANAGERS OF 34 PRINCE STREET CONDOMINIUM

By: Abby Hamlin
Name: Abby Hamlin
Title: President
Date: 6/20/14

ACKNOWLEDGMENTS

[For Board]

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

On the 19th day of August in the year 2014 before me, the undersigned, personally appeared Abby Hamlin, 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

PHILIP S. BRODY
Notary Public, State of New York
No. 02BR5013796
Qualified in New York County
Term Expires June 15, 2015

DEVELOPER

34 PRINCE EQUITIES LLC
By: Hamlin Ventures, LLC,
its General Manager

By: _____
Abby Hamlin, Manager

[For Developer]

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

On the 19th day of August in the year 2014 before me, the undersigned, personally appeared ABBY HAMLIN, 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

PHILIP S. BRODY
Notary Public, State of New York
No. 02BR5013796
Qualified in New York County
Term Expires June 15, 2015

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EXHIBIT A

LEGAL DESCRIPTION OF TOWNHOUSE PROPERTY

TAX LOT 22 BLOCK No. 494

BOROUGH OF MANHATTAN, CITY OF NEW YORK

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, and bounded and described by the following;

BEGINNING at a point on the southerly record line of Prince Street (Irregular Width) said point being 74.53' feet westerly from intersection of the said southerly record line of Prince Street and the westerly record line of Mott Street (Irregular Width) and running the following several courses;

1. Southerly, at an angle to the right of 78°-09'-58" a distance 14.49 feet to a point;

2. THENCE westerly at an angle to the left of 90°-52'-16" a distance 0.51 feet to a point;

3. THENCE southerly at an angle to the left of 268°-45'-11" a distance 114.87 feet to a point;

4. THENCE westerly at an angle to the left 90°-30'-36" a distance 24.50 feet to a point;

5. THENCE northerly at an angle to the left of 89°-55'-10" a distance 134.84 feet to a point on the said southerly record line of Prince Street;

6. THENCE easterly along the said southerly record line of Prince Street, at an angle to the left 78° 06'-45"a distance 26.45 feet to the point or place of BEGINNING.

The above described parcel contains an area of 3,309 square feet.

EXHIBIT B

LEGAL DESCRIPTION OF CONDO PROPERTY

TAX LOTS 1201 & 1202 (FORMERLY TAX LOT 21), BLOCK No. 494

BOROUGH OF MANHATTAN, CITY OF NEW YORK

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, and bounded and described by the following;

BEGINNING at the corner formed by the intersection of the southerly record line of Prince Street (Irregular Width) and the westerly record line of Mott Street (Irregular Width) and running the following several courses;

1. Southerly along the said westerly record line of Mott Street, a distance 113.90 feet to a point;
2. THENCE westerly at an angle to the left of 90°-00'-32" a distance 74.46 feet to a point;
3. THENCE northerly at an angle to the left of 89°-29'-24" a distance of 114.87 feet to a point;
4. THENCE easterly at an angle to the left of 91°-14'-49" a distance of 0.51 feet to a point;
5. THENCE northerly at an angle to the right of 90°-52'-16" a distance of 14.49 feet to a point on the said southerly record line of Prince Street;
6. THENCE easterly along the said southerly record line of Prince Street, at an angle to the left 78°-09'-58" a distance 74.53 feet to the point or place of BEGINNING.

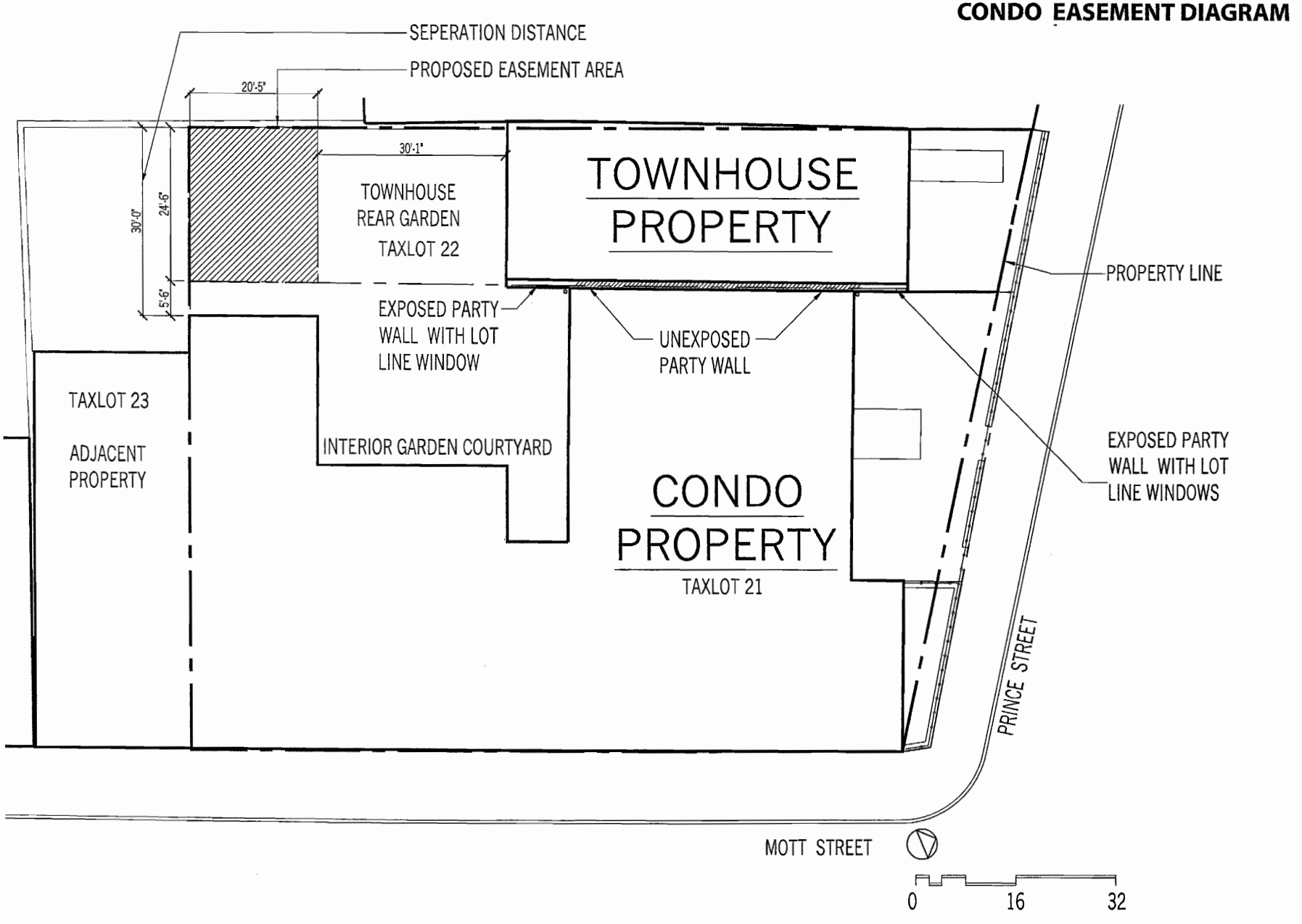
The above described parcel contains an area of 8,988 square feet.

EXHIBIT C

DIAGRAM OF IMPROVEMENTS

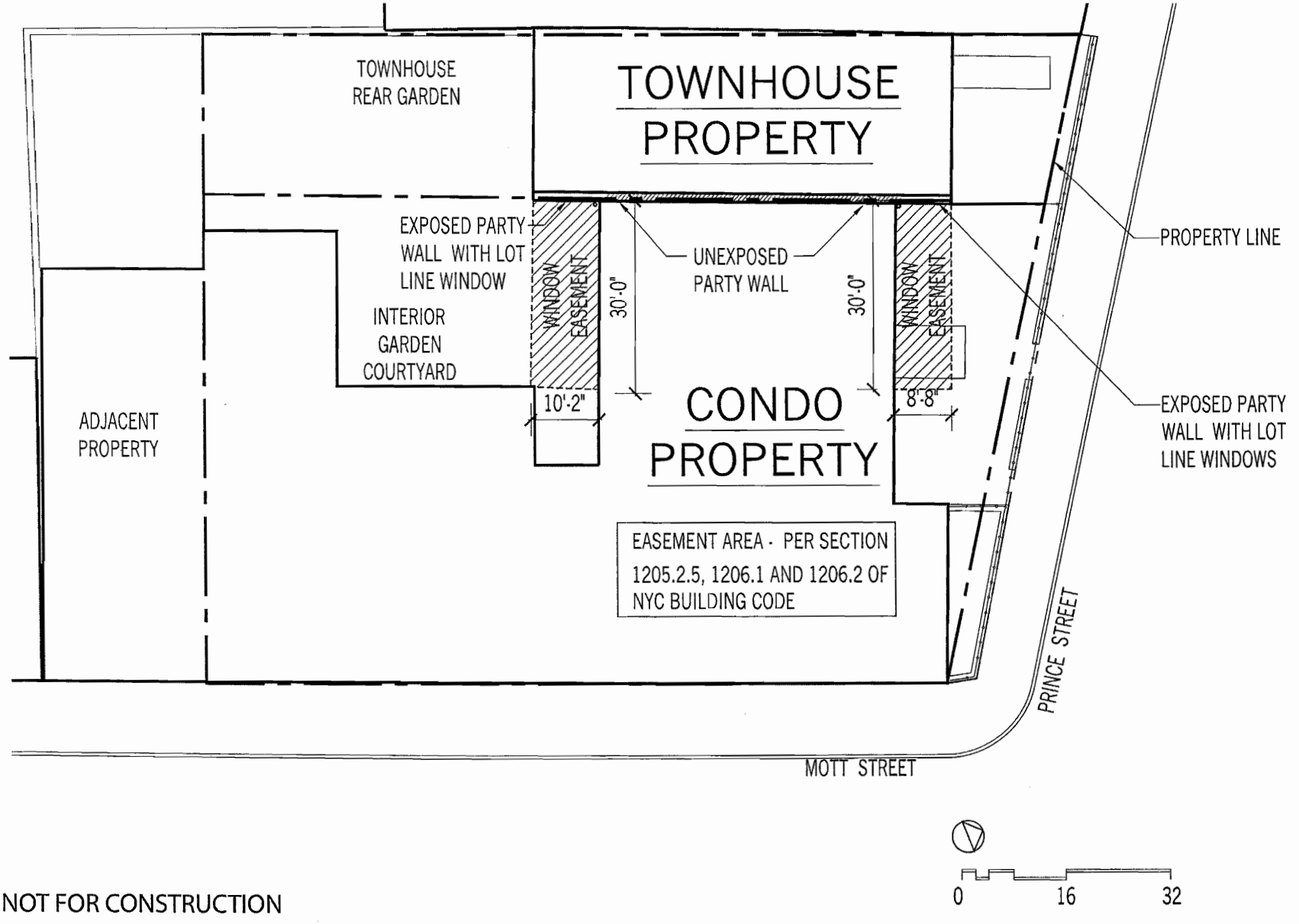
[See attached.]

CONDO EASEMENT DIAGRAM



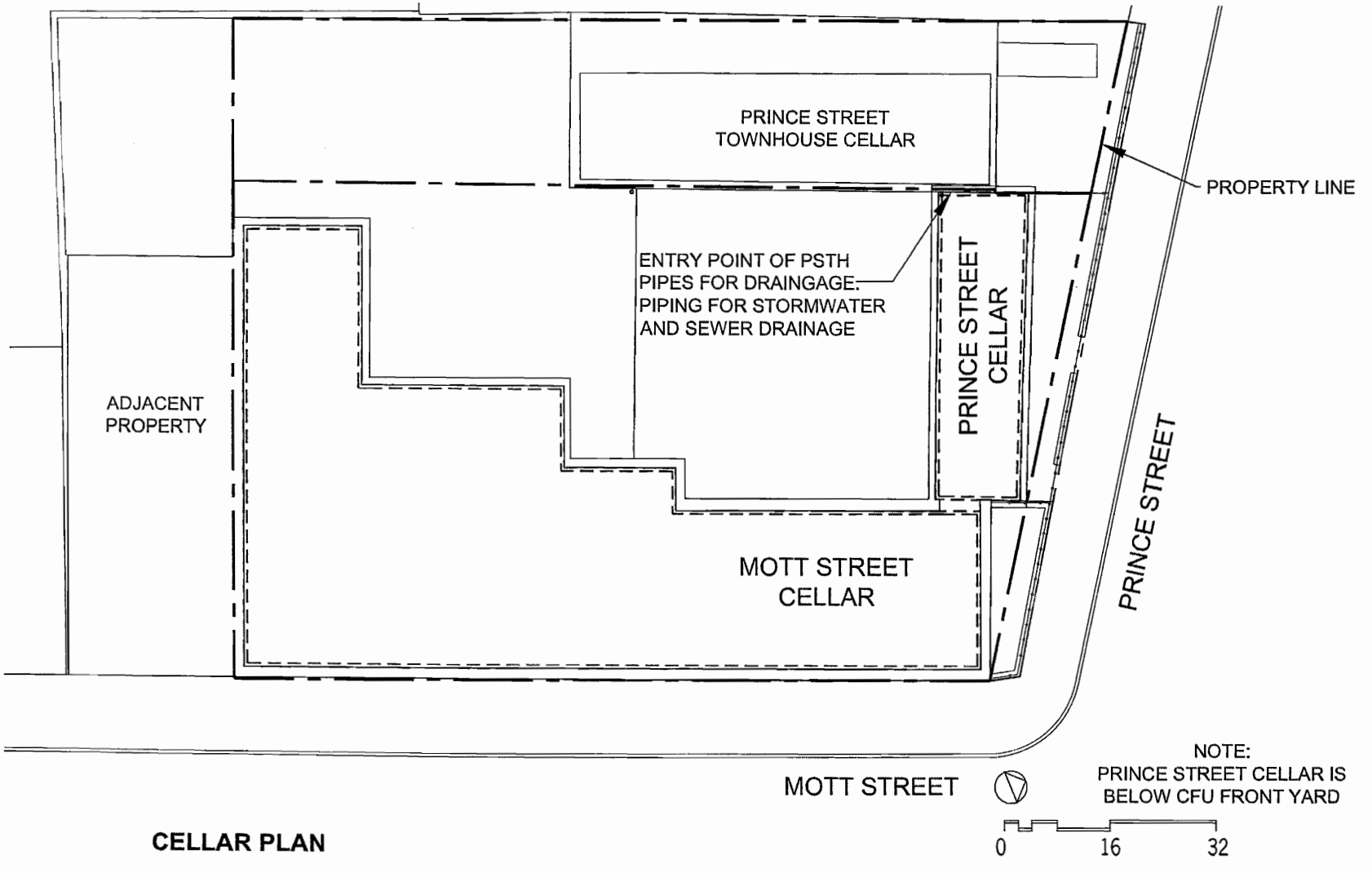
NOT FOR CONSTRUCTION

PSTH WINDOW EASEMENT DIAGRAM



NOT FOR CONSTRUCTION

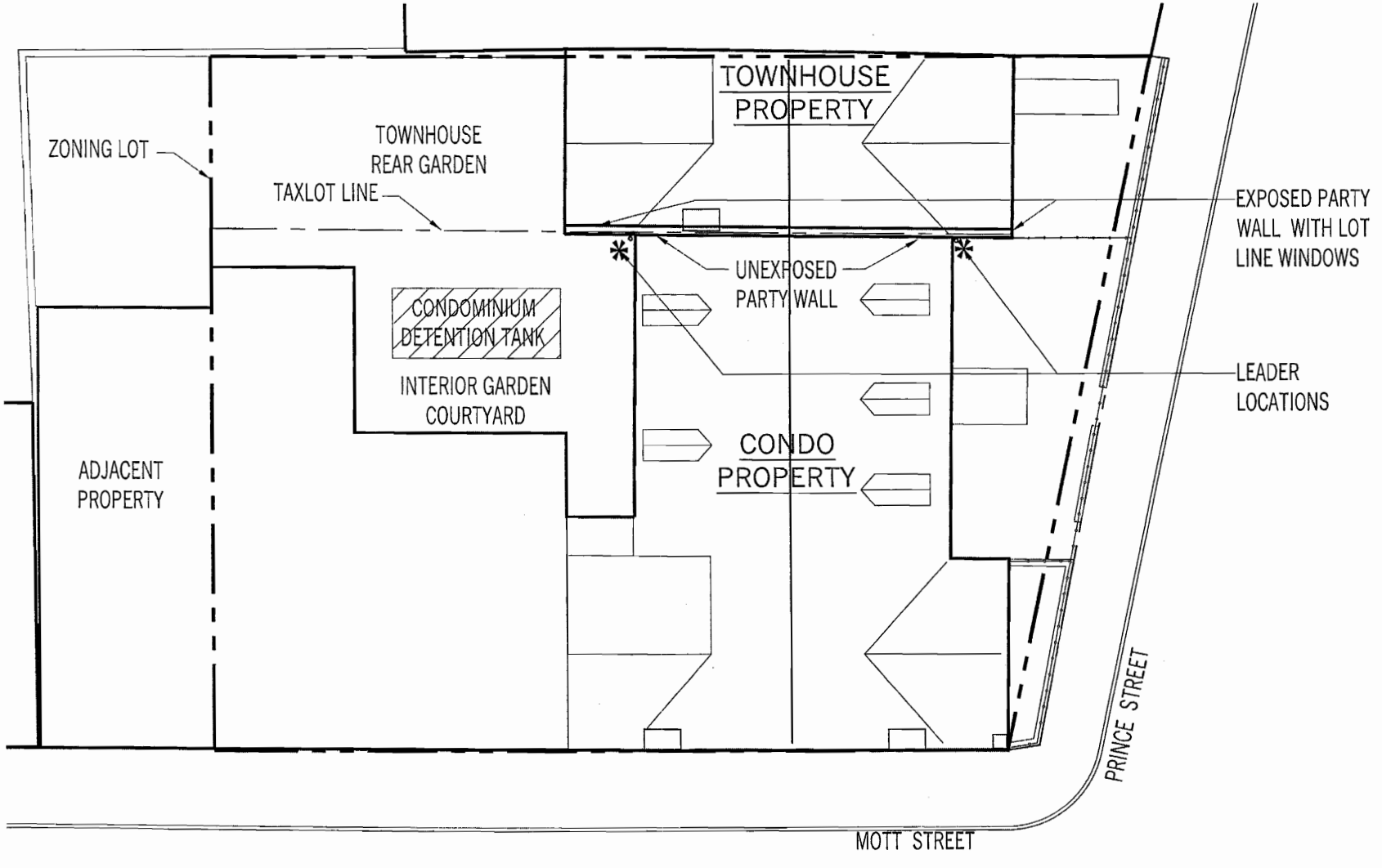
CELLAR ACCESS EASEMENT DIAGRAM



CELLAR PLAN

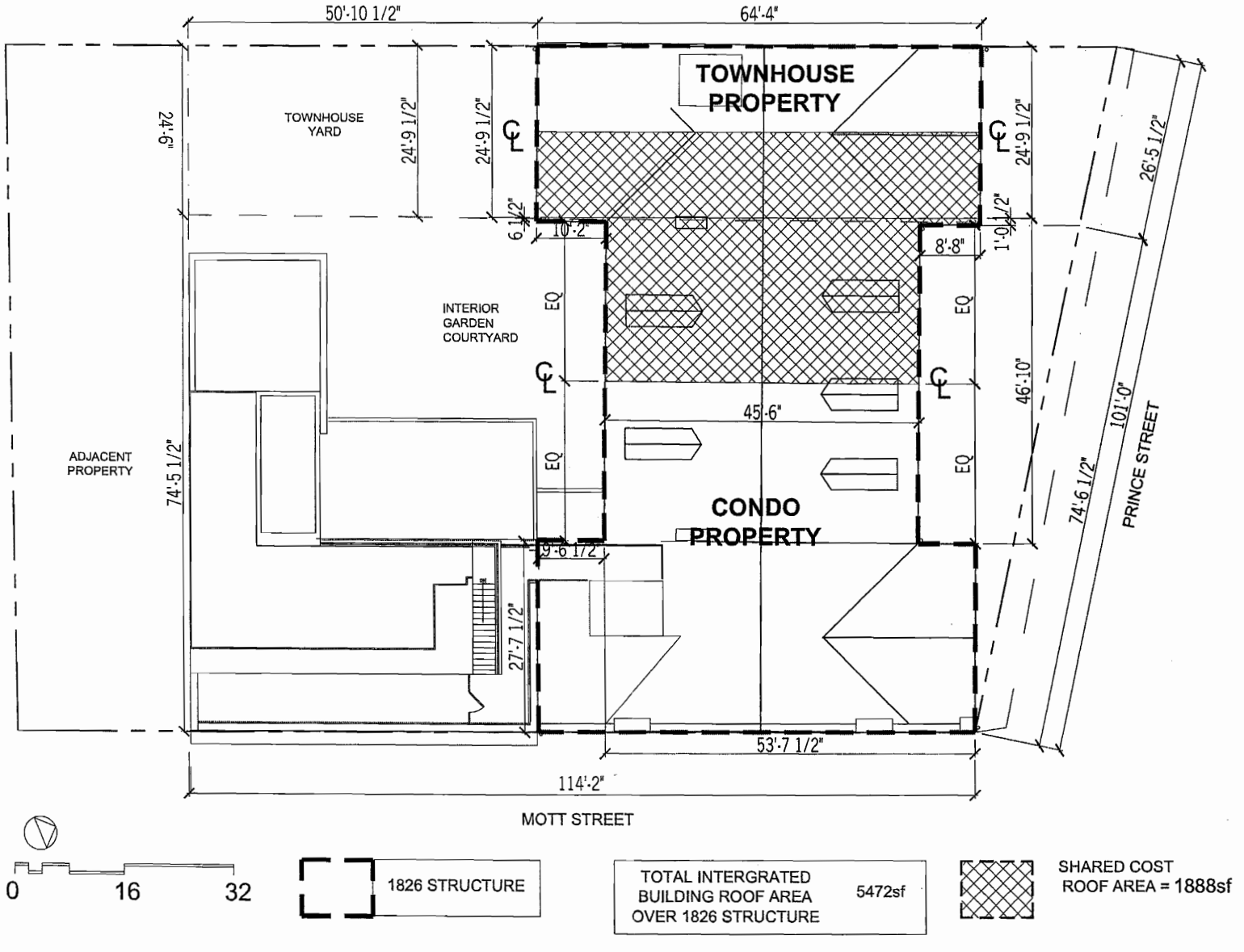
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LEADER DRAINAGE DIAGRAM



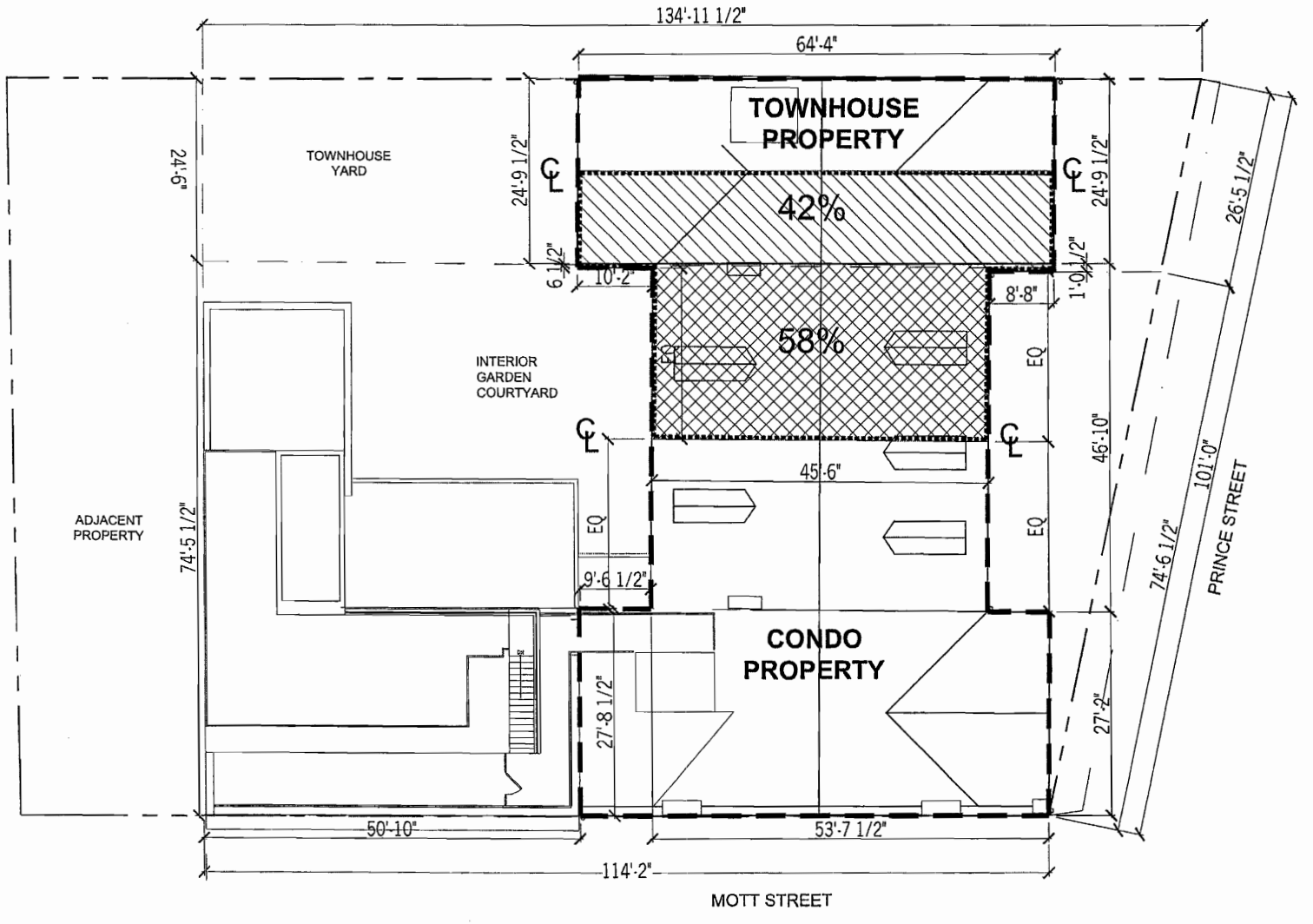
NOT FOR CONSTRUCTION

SHARED COST ROOF DIAGRAM



NOT FOR CONSTRUCTION

SHARED COST ROOF & PERCENTAGE DIAGRAM



0 16 32

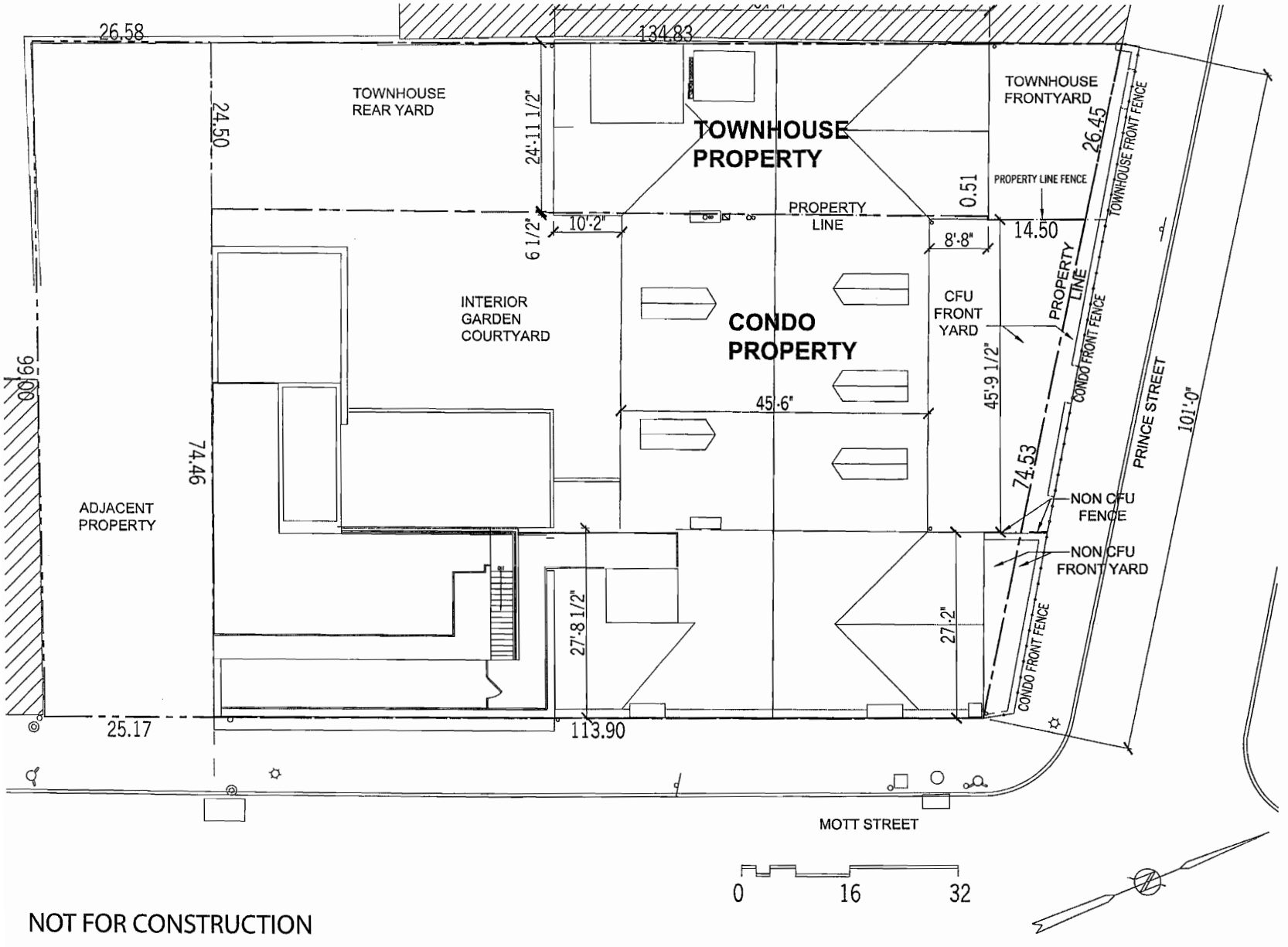
1826 STRUCTURE

TOTAL INTERGRATED BUILDING ROOF AREA	5472sf

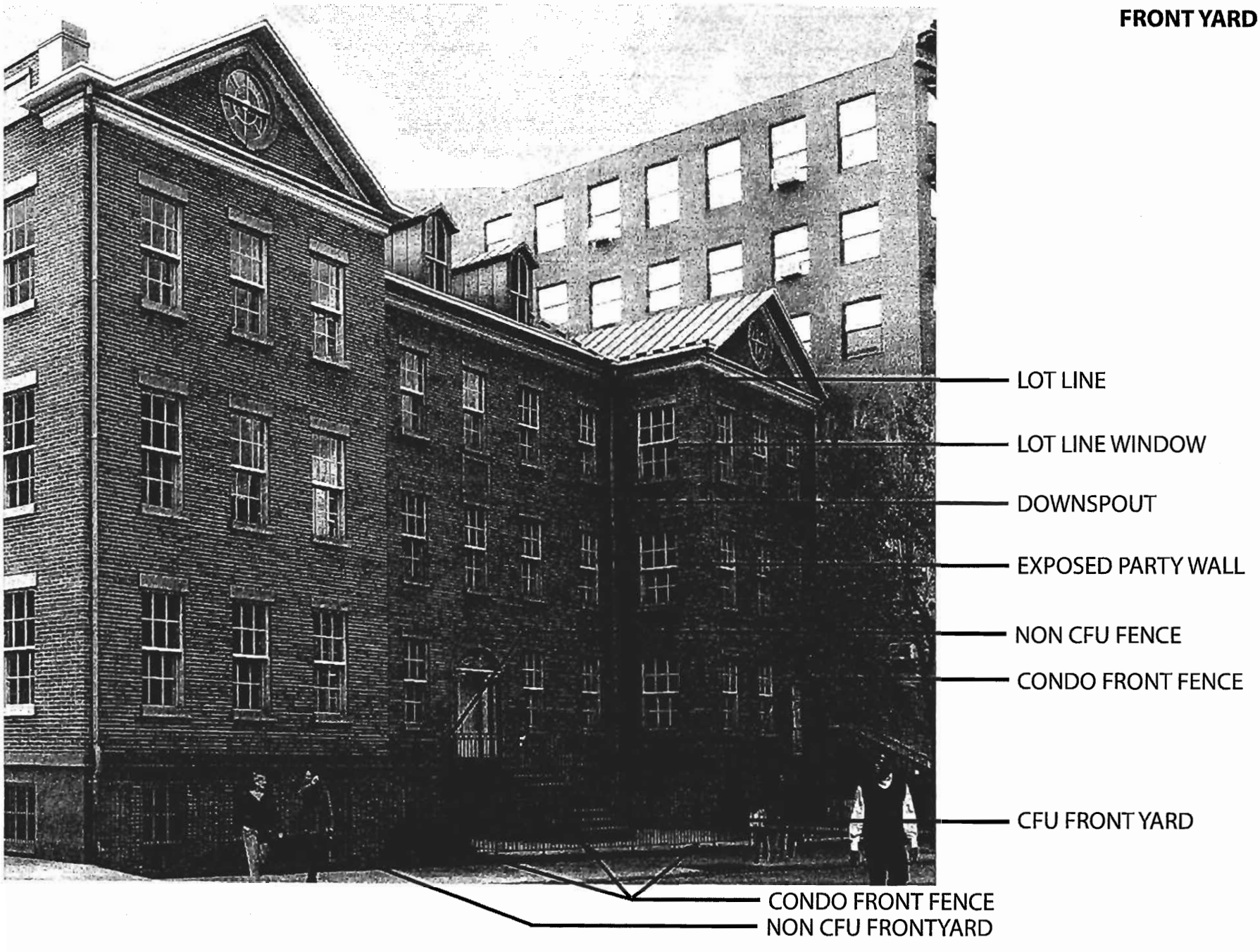
SHARED COST ROOF AREA	1888sf	100%
CONDOMINIUM PERCENTAGE	1093	58%
TOWNHOUSE PERCENTAGE	795	42%

NOT FOR CONSTRUCTION

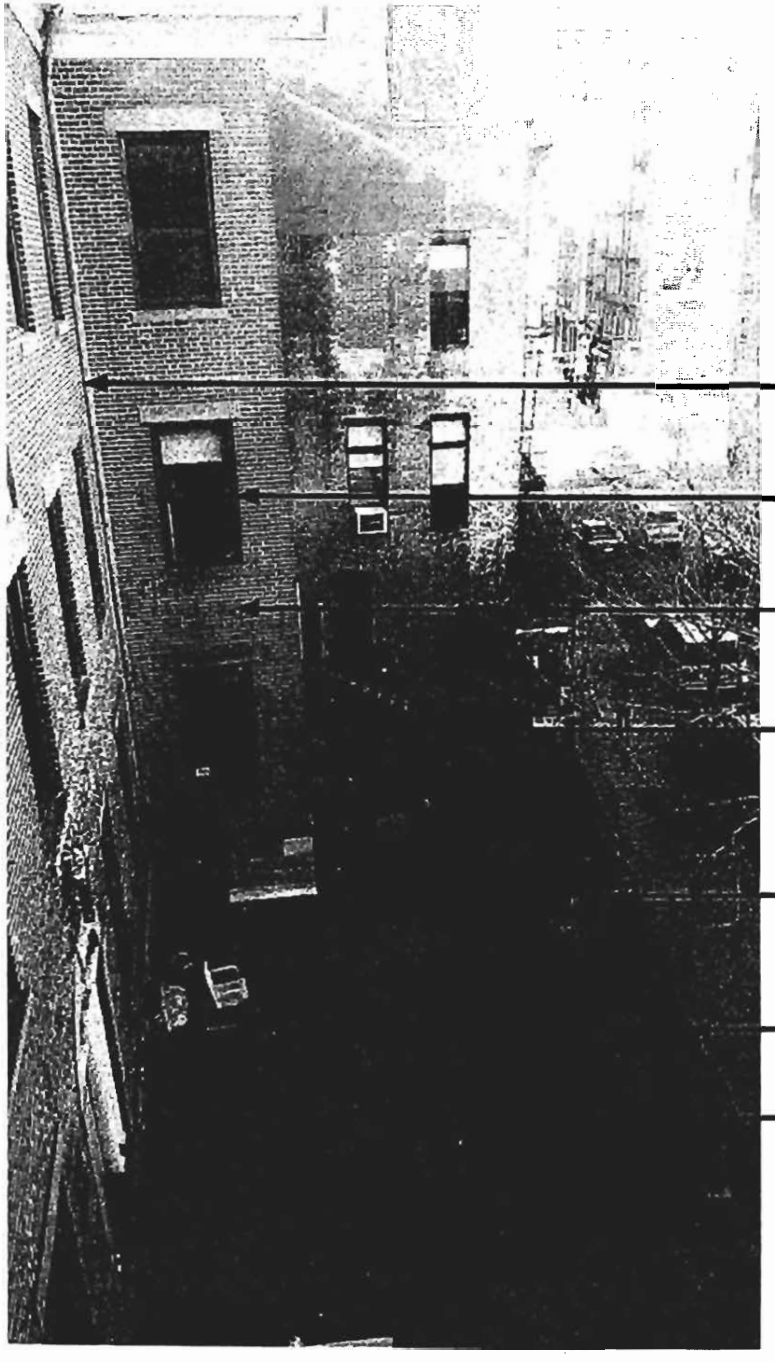
SITE PLAN DIAGRAM



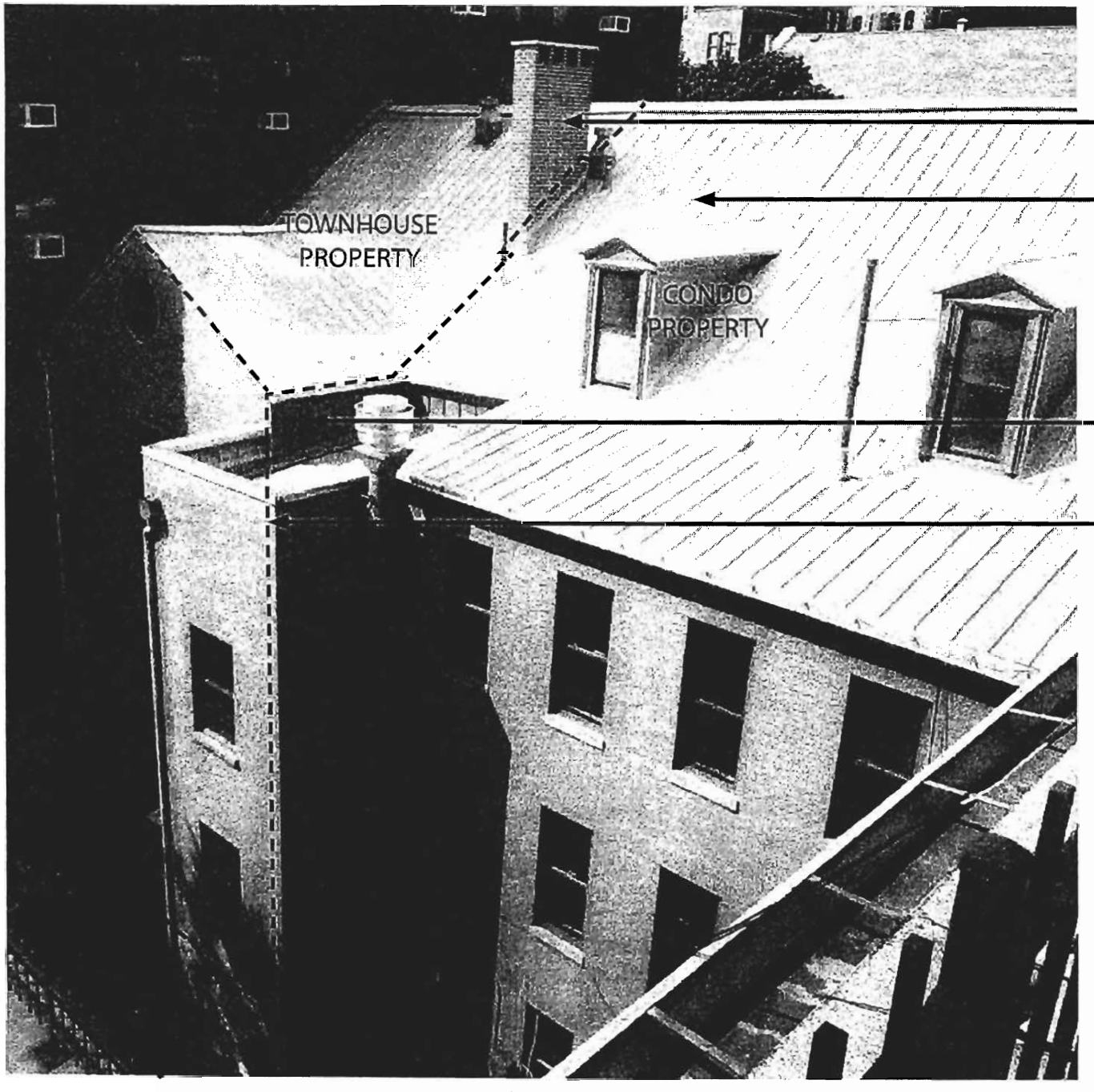
NOT FOR CONSTRUCTION


FRONT YARD
LOT LINE
LOT LINE WINDOW
DOWNSPOUT
EXPOSED PARTY WALL
NON CFU FENCE
CONDO FRONT FENCE
CFU FRONT YARD
CONDO FRONT FENCE
NON CFU FRONTYARD

FRONT YARD


DOWNSPOUT
LOT LINE WINDOW
EXPOSED PARTY WALL
TOWNHOUSE FRONT YARD
PROPERTY LINE FENCE
CONDO FRONT FENCE
CFU FRONT YARD

COMMON ELEMENT:
ROOF & CHIMNEY



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EXHIBIT D
EASEMENT FOR TOWNHOUSE PROPERTY LIGHT AND AIR (FORM OF)

[See attached.]

LIGHT AND AIR EASEMENT AGREEMENT

EASEMENT AGREEMENT, made this ___ day of August, 2014, between **34 PRINCE EQUITIES LLC**, a New York limited liability company (formerly known as 32 Prince Equities LLC), having an address at c/o Time Equities Inc., 55 Fifth Avenue, 15th Floor, New York, NY 10003, hereinafter referred to as the "Grantor," and **THE BOARD OF MANAGERS OF 34 PRINCE STREET CONDOMINIUM**, having an address at 34 Prince Street, New York, New York 10012, hereinafter referred to as the "Grantee."

WHEREAS, the Grantor is the fee owner of certain land located in the City and State of New York, Borough of Manhattan, designated as Block 494 Lot 22 on the Tax Map of the City of New York, hereinafter referred to as Parcel B and more particularly described by a metes and bounds description set forth in Schedule B annexed hereto and by this reference made a part hereof;

WHEREAS, the Grantee is the board of managers of the condominium known as 34 Prince Street Condominium (the "Condominium"), which Condominium was created by the recording of that certain declaration of condominium dated as of July 1, 2014 and consists of certain land, hereinafter referred to as Parcel A and more particularly described by a metes and bounds description set forth in Schedule A annexed hereto and by this reference made a part hereof, which land was formerly known as Block 494, Lot 21 on the Tax Map of the City of New York, and the units of the Condominium are now designed as Lots 1201 and 1202 of Block 494 on such Tax Map of the City of New York;

WHEREAS, there is an existing 6-story building (inclusive of basement) with a cellar on Parcel A and an existing 5-story building (inclusive of basement) with a cellar on Parcel B which the Grantee seeks to alter with the construction of an addition in the rear yard of Parcel B;

WHEREAS, the Grantor has agreed not to alter the building on Parcel B so as to cause the building to come within the area of the rear yard of Parcel B shown by cross hatch and labeled "Light and Air Easement Area" on Schedule C annexed hereto and by this reference made a part hereof;

WHEREAS, a request has been made to the New York City Department of Buildings (the "Department of Buildings") to act upon Application No. 121333690 to alter floors from the cellar to the attic for residential use on Parcel A; and

WHEREAS, the Department of Buildings may approve the Application upon the condition, *inter alia*, that Grantor create an easement for light and air for the benefit of the present and future owners of Parcel A in order to comply with the applicable provisions of Chapter 7, Table 704 of the 2008 Building Code, as applicable.[1]

---

[1] This easement agreement may be entered into as a means of compliance with the 1968 or 2008 Building Codes by permitting such codes' light and air requirements to be satisfied on an adjacent tax lot. However, this agreement cannot be used to permit the required light and air to be satisfied on an adjacent zoning lot in lieu of compliance with the New York City Zoning Resolution or Section 30 of the Multiple Dwelling Law.

NOW, THEREFORE, good and valuable consideration having been paid, the Grantor for itself, its legal representatives, successors and assigns hereby makes the following grant to Grantee, its legal representatives, successors, and assigns and to any future owner of Parcel A:

1. The right to unrestricted light and air over the Light and Air Easement Area as shown on Schedule C hereto, such that any future alternation or construction on Parcel B shall never infringe upon the light and air easements provided herein to Parcel A;

2. This easement agreement may not be modified, amended or terminated without the prior written consent of the Department of Buildings;

3. The covenants set forth herein shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns;

4. Failure to comply with the terms of this easement agreement may result in the revocation of a building permit or certificate of occupancy; and

5. This easement agreement shall be recorded at the city register's (county clerk's) office against all affected parcels of land and the cross-reference number and title of the easement agreement shall be recorded on each temporary and permanent certificate of occupancy hereafter issued to buildings located on the affected parcels and in any deed for the conveyance thereof.

6. Notwithstanding anything to the contrary herein, Grantor and Grantee hereby agree that this easement agreement not become effective until the Effective Date (as defined in that certain Reciprocal Easement and Declaration, dated as of the date hereof, between Grantor and Grantee and recorded immediately prior to this easement agreement). This easement agreement will automatically become fully effective only if and when the Effective Date has occurred.

No Further Text on This Page. Signatures on Next Page.

IN WITNESS WHEREOF, the Parties have made and executed the foregoing easement agreement as of the date hereinabove written.

GRANTOR

34 PRINCE EQUITIES LLC
By: Hamlin Ventures, LLC,
its General Manager

By: _____
Abby Hamlin, Manager

GRANTEE

THE BOARD OF MANAGERS OF 34 PRINCE STREET CONDOMINIUM

By: _____

Name: _____

Title: _____

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

On the __ day of August, in the year 2014, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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

On the __ day of August, in the year 2014, before me, the undersigned, personally appeared ABBY HAMLIN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

SCHEDULE A

TAX LOTS 1201 & 1202 (FORMERLY TAX LOT 21), BLOCK No. 494
BOROUGH OF MANHATTAN, CITY OF NEW YORK

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, and bounded and described by the following;

BEGINNING at the corner formed by the intersection of the southerly record line of Prince Street (Irregular Width) and the westerly record line of Mott Street (Irregular Width) and running the following several courses;

1. Southerly along the said westerly record line of Mott Street, a distance 113.90 feet to a point;
2. THENCE westerly at an angle to the left of 90°-00'-32" a distance 74.46 feet to a point;
3. THENCE northerly at an angle to the left of 89°-29'-24" a distance of 114.87 feet to a point;
4. THENCE easterly at an angle to the left of 91°-14'-49" a distance of 0.51 feet to a point;
5. THENCE northerly at an angle to the right of 90°-52'-16" a distance of 14.49 feet to a point on the said southerly record line of Prince Street;
6. THENCE easterly along the said southerly record line of Prince Street, at an angle to the left 78°-09'-58" a distance 74.53 feet to the point or place of BEGINNING.

The above described parcel contains an area of 8,988 square feet.

SCHEDULE B

TAX LOT 22 BLOCK No. 494

BOROUGH OF MANHATTAN, CITY OF NEW YORK

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, and bounded and described by the following;

BEGINNING at a point on the southerly record line of Prince Street (Irregular Width) said point being 74.53' feet westerly from intersection of the said southerly record line of Prince Street and the westerly record line of Mott Street (Irregular Width) and running the following several courses;

1. Southerly, at an angle to the right of 78°-09'-58" a distance 14.49 feet to a point;

2. THENCE westerly at an angle to the left of 90°-52'-16" a distance 0.51 feet to a point;

3. THENCE southerly at an angle to the left of 268°-45'-11" a distance 114.87 feet to a point;

4. THENCE westerly at an angle to the left 90°-30'-36" a distance 24.50 feet to a point;

5. THENCE northerly at an angle to the left of 89°-55'-10" a distance 134.84 feet to a point on the said southerly record line of Prince Street;

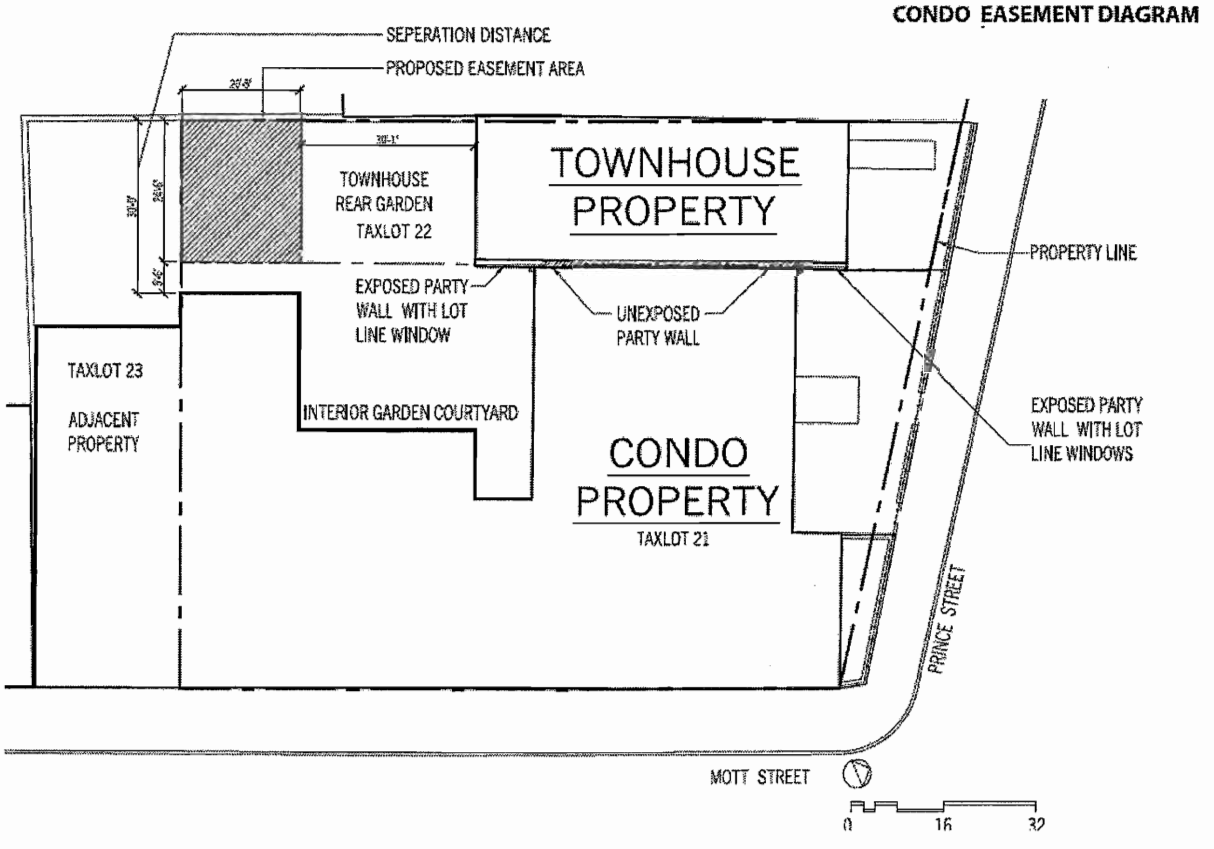
6. THENCE easterly along the said southerly record line of Prince Street, at an angle to the left 78° 06'-45"a distance 26.45 feet to the point or place of BEGINNING.

The above described parcel contains an area of 3,309 square feet

SCHEDULE C

DIAGRAM OF EASEMENT AREA

NOTE: Easement area consists of area with diagonal cross-hatching. "Townhouse Property" is Parcel B. "Condo Property" is Parcel A.



Block:	494
Lots:	1201, 1202 and 22
Street Addresses:	32-34 Prince Street (Condo Property) (Condo Plan No. 2497) 38 Prince Street (Townhouse Property) New York, New York
County:	New York

LIGHT AND AIR EASEMENT AGREEMENT

between

34 PRINCE EQUITIES LLC

and

THE BOARD OF MANAGERS OF 34 PRINCE STREET CONDOMINIUM

Dated as of August ____, 2014

Record and Return to:
Robert Kandel, Esq.
Kaye Scholer LLP
425 Park Avenue
New York, New York 10022

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EXHIBIT E

EASEMENT FOR CONDO PROPERTY LIGHT AND AIR (FORM OF)

[See attached.]

LIGHT AND AIR EASEMENT AGREEMENT

EASEMENT AGREEMENT, made this ___ day of August, 2014, between **THE BOARD OF MANAGERS OF 34 PRINCE STREET CONDOMINIUM**, having an address at 34 Prince Street, New York, New York 10012, hereinafter referred to as the "Grantor," and **34 PRINCE EQUITIES LLC**, a New York limited liability company (formerly known as 34 Prince Equities LLC), having an address at c/o Time Equities Inc., 55 Fifth Avenue, 15th Floor, New York, NY 10003, hereinafter referred to as the "Grantee."

WHEREAS, the Grantor is the board of managers of the condominium known as 34 Prince Street Condominium (the "Condominium"), which Condominium was created by the recording of that certain declaration of condominium dated as of July 1, 2014 and consists of certain land, hereinafter referred to as Parcel A and more particularly described by a metes and bounds description set forth in Schedule A annexed hereto and by this reference made a part hereof, which land was formerly known as Block 494, Lot 21 on the Tax Map of the City of New York, and the units of the Condominium are now designed as Lots 1201 and 1202 of Block 494 on such Tax Map of the City of New York;

WHEREAS, the Grantee is the fee owner of certain land located in the City and State of New York, Borough of Manhattan, designated as Block 494 Lot 22 on the Tax Map of the City of New York, hereinafter referred to as Parcel B and more particularly described by a metes and bounds description set forth in Schedule B annexed hereto and by this reference made a part hereof;

WHEREAS, there is an existing 6-story building (inclusive of basement) with a cellar on Parcel A and an existing 5-story building (inclusive of basement) with a cellar on Parcel B;

WHEREAS, a request was made to the New York City Department of Buildings (the "Department of Buildings") to act upon Application No. 121333716 to alter floors from the cellar to the attic for residential use on Parcel B;

WHEREAS, the Grantee desires to use the existing windows on the easterly wall of the building on Parcel B to continue to provide light and air for the proposed residential use of that building;

WHEREAS, the Grantor has agreed not to alter the building on Parcel A so as to cause any newly constructed portion of or addition to that building to come within the portions of either the front yard or the rear yard of Parcel A shown by cross hatch and labeled "Light and Air Easement Area - Front" and Light and Air Easement Area - Rear" on Schedule C annexed hereto and by this reference made a part hereof; and

WHEREAS, the Department of Buildings may approve the Application upon the condition, *inter alia*, that Grantor create an easement for light and air for the benefit of the present and future owners of Parcel B in order to comply with the applicable provisions of Sections 27-732 and 27-

746 of the 1968 Building Code or Sections BC 1203.4 and BC 1205.2 of the 2008 Building Code, as applicable.[1]

NOW, THEREFORE, good and valuable consideration having been paid, the Grantor for itself, its legal representatives, successors and assigns hereby makes the following grant to Grantee, its legal representatives, successors, and assigns and to any future owner of Parcel B:

1. The right to unrestricted light and air over the Light and Air Easement Area - Front and the Light and Air Easement Area - Rear as shown on Schedule C hereto, such that any future alteration or construction on Parcel A shall never infringe upon the light and air easements provided herein to Parcel B;

2. This easement agreement may not be modified, amended or terminated without the prior written consent of the Department of Buildings;

3. The covenants set forth herein shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns;

4. Failure to comply with the terms of this easement agreement may result in the revocation of a building permit or certificate of occupancy; and

5. This easement agreement shall be recorded at the city register's (county clerk's) office against all affected parcels of land and the cross-reference number and title of the easement agreement shall be recorded on each temporary and permanent certificate of occupancy hereafter issued to buildings located on the affected parcels and in any deed for the conveyance thereof.

6. Notwithstanding anything to the contrary herein, Grantor and Grantee hereby agree that this easement agreement not become effective until the Effective Date (as defined in that certain Reciprocal Easement and Declaration, dated as of the date hereof, between Grantor and Grantee and recorded immediately prior to this easement agreement). This easement agreement will automatically become fully effective only if and when the Effective Date has occurred.

No Further Text on This Page. Signatures on Next Page.

[1] This easement agreement may be entered into as a means of compliance with the 1968 or 2008 Building Codes by permitting such codes' light and air requirements to be satisfied on an adjacent tax lot. However, this agreement cannot be used to permit the required light and air to be satisfied on an adjacent zoning lot in lieu of compliance with the New York City Zoning Resolution or Section 30 of the Multiple Dwelling Law.

IN WITNESS WHEREOF, the Parties have made and executed the foregoing easement agreement as of the date hereinabove written.

GRANTOR

THE BOARD OF MANAGERS OF 34 PRINCE STREET CONDOMINIUM

By: _____

Name: _____

Title: _____

GRANTEE

34 PRINCE EQUITIES LLC
By: Hamlin Ventures, LLC,
its General Manager

By: _____
Abby Hamlin, Manager

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

On the __ day of August, in the year 2014, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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

On the __ day of August, in the year 2014, before me, the undersigned, personally appeared ABBY HAMLIN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____

Notary Public

SCHEDULE A

TAX LOTS 1201 & 1202 (FORMERLY TAX LOT 21), BLOCK No. 494

BOROUGH OF MANHATTAN, CITY OF NEW YORK

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, and bounded and described by the following;

BEGINNING at the corner formed by the intersection of the southerly record line of Prince Street (Irregular Width) and the westerly record line of Mott Street (Irregular Width) and running the following several courses;

1. Southerly along the said westerly record line of Mott Street, a distance 113.90 feet to a point;
2. THENCE westerly at an angle to the left of 90°-00'-32" a distance 74.46 feet to a point;
3. THENCE northerly at an angle to the left of 89°-29'-24" a distance of 114.87 feet to a point;
4. THENCE easterly at an angle to the left of 91°-14'-49" a distance of 0.51 feet to a point;
5. THENCE northerly at an angle to the right of 90°-52'-16" a distance of 14.49 feet to a point on the said southerly record line of Prince Street;
6. THENCE easterly along the said southerly record line of Prince Street, at an angle to the left 78°-09'-58" a distance 74.53 feet to the point or place of BEGINNING.

The above described parcel contains an area of 8,988 square feet.

SCHEDULE B

TAX LOT 22 BLOCK No. 494

BOROUGH OF MANHATTAN, CITY OF NEW YORK

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, and bounded and described by the following;

BEGINNING at a point on the southerly record line of Prince Street (Irregular Width) said point being 74.53' feet westerly from intersection of the said southerly record line of Prince Street and the westerly record line of Mott Street (Irregular Width) and running the following several courses;

1. Southerly, at an angle to the right of 78°-09'-58" a distance 14.49 feet to a point;

2. THENCE westerly at an angle to the left of 90°-52'-16" a distance 0.51 feet to a point;

3. THENCE southerly at an angle to the left of 268°-45'-11" a distance 114.87 feet to a point;

4. THENCE westerly at an angle to the left 90°-30'-36" a distance 24.50 feet to a point;

5. THENCE northerly at an angle to the left of 89°-55'-10" a distance 134.84 feet to a point on the said southerly record line of Prince Street;

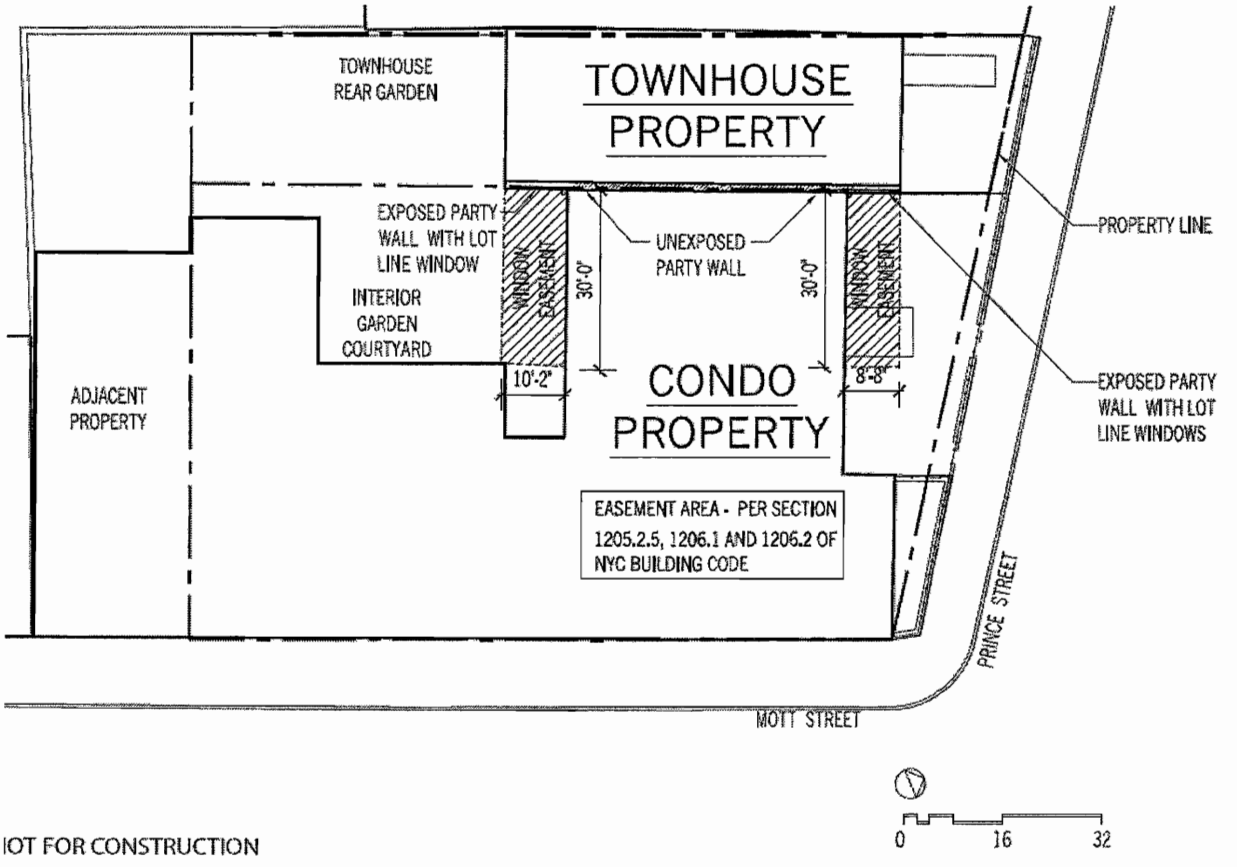
6. THENCE easterly along the said southerly record line of Prince Street, at an angle to the left 78° 06'-45"a distance 26.45 feet to the point or place of BEGINNING.

The above described parcel contains an area of 3,309 square feet.

SCHEDULE C

DIAGRAM OF EASEMENT AREA

NOTE: Easement area consists of area with diagonal cross-hatching. "Townhouse Property" is Parcel B. "Condo Property" is Parcel A.



IOT FOR CONSTRUCTION

Block:	494
Lots:	1201, 1202 and 22
Street Addresses:	32-34 Prince Street (Condo Property) (Condo Plan No. 2497) 38 Prince Street (Townhouse Property) New York, New York
County:	New York

LIGHT AND AIR EASEMENT AGREEMENT

between

THE BOARD OF MANAGERS OF 34 PRINCE STREET CONDOMINIUM

and

34 PRINCE EQUITIES LLC

Dated as of August ____, 2014

Record and Return to:
Robert Kandel, Esq.
Kaye Scholer LLP
425 Park Avenue
New York, New York 10022

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EXHIBIT F

STORMWATER EASEMENT (FORM OF)

[See attached.]

STORMWATER DIVERSION EASEMENT AGREEMENT

EASEMENT AGREEMENT, made this ___ day of August, 2014, between **THE BOARD OF MANAGERS OF 34 PRINCE STREET CONDOMINIUM**, having an address at 34 Prince Street, New York, New York 10012, hereinafter referred to as the "Grantor," and **34 PRINCE EQUITIES LLC**, a New York limited liability company (formerly known as 32 Prince Equities LLC), having an address at c/o Time Equities Inc., 55 Fifth Avenue, 15th Floor, New York, NY 10003, hereinafter referred to as the "Grantee."

WHEREAS, the Grantor is the board of managers of the condominium known as 34 Prince Street Condominium (the "Condominium"), which Condominium was created by the recording of that certain declaration of condominium dated as of July 1, 2014 and consists of certain land, hereinafter referred to as Parcel A and more particularly described by a metes and bounds description set forth in Schedule A annexed hereto and by this reference made a part hereof, which land was formerly known as Block 494, Lot 21 on the Tax Map of the City of New York, and the units of the Condominium are now designed as Lots 1201 and 1202 of Block 494 on such Tax Map of the City of New York;

WHEREAS, the Grantee is the fee owner of certain land located in the City and State of New York, Borough of Manhattan, designated as Block 494 Lot 22 on the Tax Map of the City of New York, hereinafter referred to as Parcel B and more particularly described by a metes and bounds description set forth in Schedule B annexed hereto and by this reference made a part hereof;

WHEREAS, there is an existing 6-story building (inclusive of basement) with a cellar on Parcel A and an existing 5-story building (inclusive of basement) with a cellar on Parcel B, which share a common roof to be serviced by a system of downspouts, leaders, and pipes intended to divert stormwater from the common roof and to deliver and drain that stormwater to Grantor for Grantor to hold, process, and dispose of, including release into the municipal sewer system (as appropriate) over time after a rain, all in compliance with law (the "**Stormwater Diversion System**"), which Stormwater Diversion System is intended to be built pursuant to the Construction Agreement (as defined in the REA) and is generally as shown on Schedule C annexed hereto and by this reference made a part hereof.

WHEREAS, the Grantor and the Grantee desire to create the Stormwater Diversion System for the mutual benefit of Parcel A and Parcel B which system Grantor has agreed to maintain; and

WHEREAS, the Grantor has agreed to grant an easement to the Grantee to permit stormwater from the common roof to drain into the Stormwater Diversion System;

WHEREAS, the Grantor has agreed to accept the flow of all stormwater from the Stormwater Diversion System when and as it occurs, to be held and further processed by Grantor in compliance with law;

NOW, THEREFORE, good and valuable consideration having been paid, the Grantor for itself, its legal representatives, successors and assigns hereby makes the following grant to Grantee, its legal representatives, successors, and assigns and to any future owner of Parcel B:

1. The right to drain stormwater from the common roof in and through the Stormwater Diversion System to be built pursuant to the Construction Agreement and maintained by Grantor, as shown on Schedule C hereto.

2. The right to require Grantor to accept, hold, process and dispose of, in compliance with law, all stormwater that flows from the Stormwater Diversion System after any rain.

3. The covenants set forth herein shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

4. This easement agreement shall be recorded at the city register's (county clerk's) office against all affected parcels of land and the cross-reference number and title of the easement agreement shall be recorded on each temporary and permanent certificate of occupancy hereafter issued to buildings located on the affected parcels and in any deed for the conveyance thereof.

5. Notwithstanding anything to the contrary herein, Grantor and Grantee hereby agree that this easement agreement not become effective until the Effective Date (as defined in that certain Reciprocal Easement and Declaration, dated as of the date hereof, between Grantor and Grantee and recorded immediately prior to this easement agreement (the "**REA**")). This easement agreement will automatically become fully effective only if and when the Effective Date has occurred.

No Further Text on This Page. Signatures on Next Page.

IN WITNESS WHEREOF, the Parties have made and executed the foregoing easement agreement as of the date hereinabove written.

GRANTOR

THE BOARD OF MANAGERS OF 34 PRINCE STREET CONDOMINIUM

By: _____

Name:
Title:

GRANTEE

34 PRINCE EQUITIES LLC
By: Hamlin Ventures, LLC,
its General Manager

By: _____
Abby Hamlin, Manager

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

On the __ day of August, in the year 2014, before me, the undersigned, personally appeared _____ _____ _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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

On the __ day of August, in the year 2014, before me, the undersigned, personally appeared ABBY HAMLIN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____

Notary Public

SCHEDULE A

TAX LOTS 1201 & 1202 (FORMERLY TAX LOT 21), BLOCK No. 494

BOROUGH OF MANHATTAN, CITY OF NEW YORK

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, and bounded and described by the following;

BEGINNING at the corner formed by the intersection of the southerly record line of Prince Street (Irregular Width) and the westerly record line of Mott Street (Irregular Width) and running the following several courses;

1. Southerly along the said westerly record line of Mott Street, a distance 113.90 feet to a point;
2. THENCE westerly at an angle to the left of 90°-00'-32" a distance 74.46 feet to a point;
3. THENCE northerly at an angle to the left of 89°-29'-24" a distance of 114.87 feet to a point;
4. THENCE easterly at an angle to the left of 91°-14'-49" a distance of 0.51 feet to a point;
5. THENCE northerly at an angle to the right of 90°-52'-16" a distance of 14.49 feet to a point on the said southerly record line of Prince Street;
6. THENCE easterly along the said southerly record line of Prince Street, at an angle to the left 78°-09'-58" a distance 74.53 feet to the point or place of BEGINNING.

The above described parcel contains an area of 8,988 square feet.

SCHEDULE B

TAX LOT 22 BLOCK No. 494

BOROUGH OF MANHATTAN, CITY OF NEW YORK

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, and bounded and described by the following;

BEGINNING at a point on the southerly record line of Prince Street (Irregular Width) said point being 74.53' feet westerly from intersection of the said southerly record line of Prince Street and the westerly record line of Mott Street (Irregular Width) and running the following several courses;

1. Southerly, at an angle to the right of 78°-09'-58" a distance 14.49 feet to a point;

2. THENCE westerly at an angle to the left of 90°-52'-16" a distance 0.51 feet to a point;

3. THENCE southerly at an angle to the left of 268°-45'-11" a distance 114.87 feet to a point;

4. THENCE westerly at an angle to the left 90°-30'-36" a distance 24.50 feet to a point;

5. THENCE northerly at an angle to the left of 89°-55'-10" a distance 134.84 feet to a point on the said southerly record line of Prince Street;

6. THENCE easterly along the said southerly record line of Prince Street, at an angle to the left 78° 06'-45"a distance 26.45 feet to the point or place of BEGINNING.

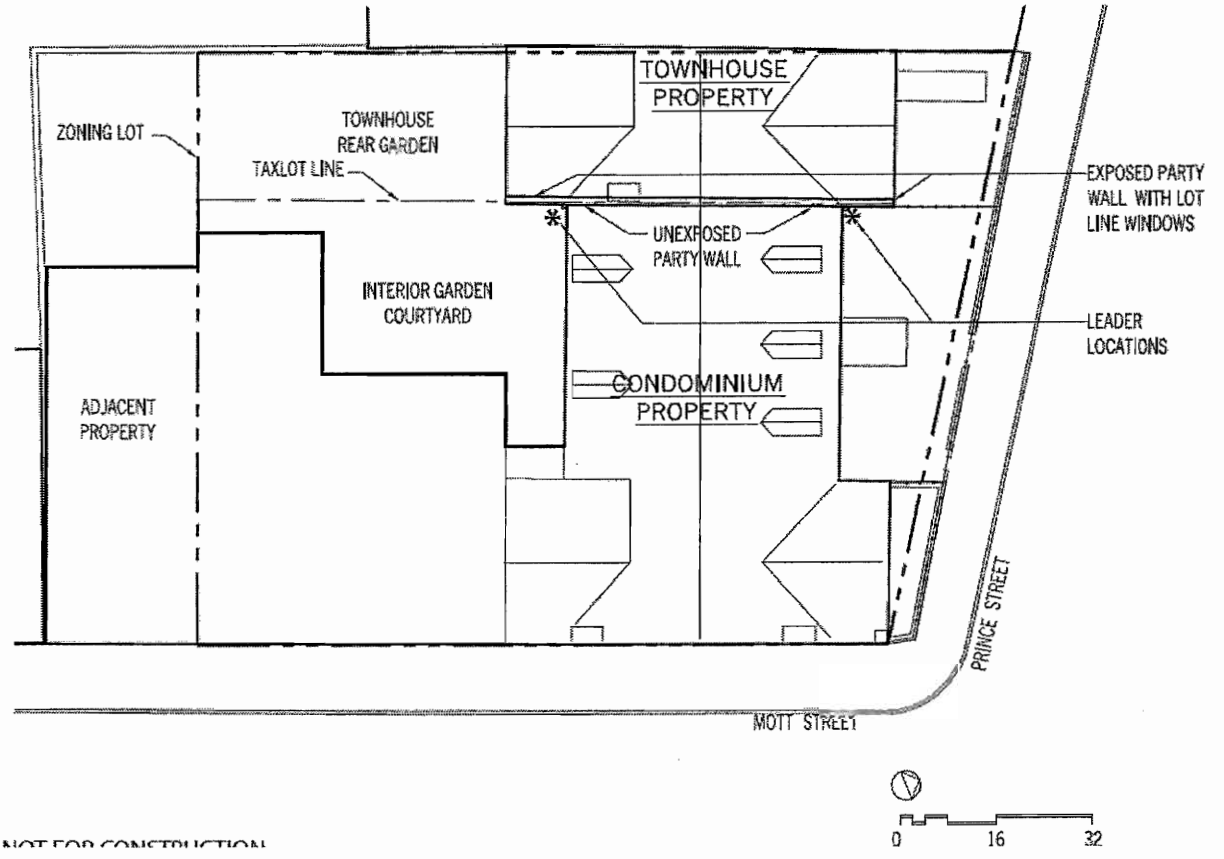
The above described parcel contains an area of 3,309 square feet.

SCHEDULE C

STORMWATER DIVERSION SYSTEM

NOTE: "Condominium Property" is Parcel A. "Townhouse Property" is Parcel B. The "Stormwater Diversion System" includes leaders located at the two "Leader Locations" shown below.

LEADER DRAINAGE DIAGRAM



NOT FOR CONSTRUCTION

Block:	494
Lots:	1201, 1202 and 22
Street Addresses:	32-34 Prince Street (Condo Property) (Condo Plan No. 2497) 38 Prince Street (Townhouse Property) New York, New York
County:	New York

STORMWATER DIVERSION EASEMENT AGREEMENT

between

THE BOARD OF MANAGERS OF 34 PRINCE STREET CONDOMINIUM

and

34 PRINCE EQUITIES LLC

Dated as of August ____, 2014

Record and Return to:
Robert Kandel, Esq.
Kaye Scholer LLP
425 Park Avenue
New York, New York 10022

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EXHIBIT G

CELLAR PIPES EASEMENT (FORM OF)

[See attached.]

CELLAR PIPES EASEMENT AGREEMENT

EASEMENT AGREEMENT, made this ___ day of August, 2014, between **THE BOARD OF MANAGERS OF 34 PRINCE STREET CONDOMINIUM**, having an address at 34 Prince Street, New York, New York 10012, hereinafter referred to as the "Grantor," and **34 PRINCE EQUITIES LLC**, a New York limited liability company (formerly known as 32 Prince Equities), having an address at c/o Time Equities Inc., 55 Fifth Avenue, 15th Floor, New York, NY 10003, hereinafter referred to as the "Grantee."

WHEREAS, the Grantor is the board of managers of the condominium known as 34 Prince Street Condominium (the "Condominium"), which Condominium was created by the recording of that certain declaration of condominium dated as of July 1, 2014 and consists of certain land, hereinafter referred to as Parcel A and more particularly described by a metes and bounds description set forth in Schedule A annexed hereto and by this reference made a part hereof, which land was formerly known as Block 494, Lot 21 on the Tax Map of the City of New York, and the units of the Condominium are now designed as Lots 1201 and 1202 of Block 494 on such Tax Map of the City of New York;

WHEREAS, the Grantee is the fee owner of certain land located in the City and State of New York, Borough of Manhattan, designated as Block 494 Lot 22 on the Tax Map of the City of New York, hereinafter referred to as Parcel B and more particularly described by a metes and bounds description set forth in Schedule B annexed hereto and by this reference made a part hereof;

WHEREAS, there is an existing 6-story building (inclusive of basement) with a cellar on Parcel A and an existing 5-story building (inclusive of basement) with a cellar on Parcel B;

WHEREAS, the Grantee desires to run sanitary and storm water drainage pipes (the "Cellar Pipes") in the general area of the cellar level of Parcel A that is designated on Schedule C hereto (the "Cellar Pipe Area") as needed for the proposed residential use of the building on Parcel B, and to use and maintain said pipes for their intended purposes;

WHEREAS, the Grantor has agreed to grant an easement to the Grantee to run the Cellar Pipes in the Cellar Pipe Area for such purposes; and

WHEREAS, the Department of Environmental Protection may approve the Application upon the condition, *inter alia*, that Grantor create an easement to run the Cellar Pipes in the Cellar Pipe Area for such purposes for the benefit of the present and future owners of Parcel B.

NOW, THEREFORE, good and valuable consideration having been paid, the Grantor for itself, its legal representatives, successors and assigns hereby makes the following grant to Grantee, its legal representatives, successors, and assigns and to any future owner of Parcel B:

1. The right to run the Cellar Pipes in the Cellar Pipe Area and to use and maintain said pipes for their intended purposes.

2. The covenants set forth herein shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns; and

3. This easement agreement shall be recorded at the city register's (county clerk's) office against all affected parcels of land and the cross-reference number and title of the easement agreement shall be recorded on each temporary and permanent certificate of occupancy hereafter issued to buildings located on the affected parcels and in any deed for the conveyance thereof.

4. Notwithstanding anything to the contrary herein, Grantor and Grantee hereby agree that this easement agreement not become effective until the Effective Date (as defined in that certain Reciprocal Easement and Declaration, dated as of the date hereof, between Grantor and Grantee and recorded immediately prior to this easement agreement). This easement agreement will automatically become fully effective only if and when the Effective Date has occurred.

No Further Text on This Page. Signatures on Next Page.

IN WITNESS WHEREOF, the Parties have made and executed the foregoing easement agreement as of the date hereinabove written.

GRANTOR

THE BOARD OF MANAGERS OF 34 PRINCE STREET CONDOMINIUM

By: _____

Name:
Title:

GRANTEE

34 PRINCE EQUITIES LLC
By: Hamlin Ventures, LLC,
its General Manager

By: _____
Abby Hamlin, Manager

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

On the __ day of August, in the year 2014, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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

On the __ day of August, in the year 2014, before me, the undersigned, personally appeared ABBY HAMLIN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

SCHEDULE A

TAX LOTS 1201 & 1202 (FORMERLY TAX LOT 21) BLOCK No. 494

BOROUGH OF MANHATTAN, CITY OF NEW YORK

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, and bounded and described by the following;

BEGINNING at the corner formed by the intersection of the southerly record line of Prince Street (Irregular Width) and the westerly record line of Mott Street (Irregular Width) and running the following several courses;

1. Southerly along the said westerly record line of Mott Street, a distance 113.90 feet to a point;
2. THENCE westerly at an angle to the left of 90°-00'-32" a distance 74.46 feet to a point;
3. THENCE northerly at an angle to the left of 89°-29'-24" a distance of 114.87 feet to a point;
4. THENCE easterly at an angle to the left of 91°-14'-49" a distance of 0.51 feet to a point;
5. THENCE northerly at an angle to the right of 90°-52'-16" a distance of 14.49 feet to a point on the said southerly record line of Prince Street;
6. THENCE easterly along the said southerly record line of Prince Street, at an angle to the left 78°-09'-58" a distance 74.53 feet to the point or place of BEGINNING.

The above described parcel contains an area of 8,988 square feet.

SCHEDULE B

TAX LOT 22 BLOCK No. 494

BOROUGH OF MANHATTAN, CITY OF NEW YORK

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, and bounded and described by the following;

BEGINNING at a point on the southerly record line of Prince Street (Irregular Width) said point being 74.53' feet westerly from intersection of the said southerly record line of Prince Street and the westerly record line of Mott Street (Irregular Width) and running the following several courses;

1. Southerly, at an angle to the right of 78°-09'-58" a distance 14.49 feet to a point;

2. THENCE westerly at an angle to the left of 90°-52'-16" a distance 0.51 feet to a point;

3. THENCE southerly at an angle to the left of 268°-45'-11" a distance 114.87 feet to a point;

4. THENCE westerly at an angle to the left 90°-30'-36" a distance 24.50 feet to a point;

5. THENCE northerly at an angle to the left of 89°-55'-10" a distance 134.84 feet to a point on the said southerly record line of Prince Street;

6. THENCE easterly along the said southerly record line of Prince Street, at an angle to the left 78° 06'-45"a distance 26.45 feet to the point or place of BEGINNING.

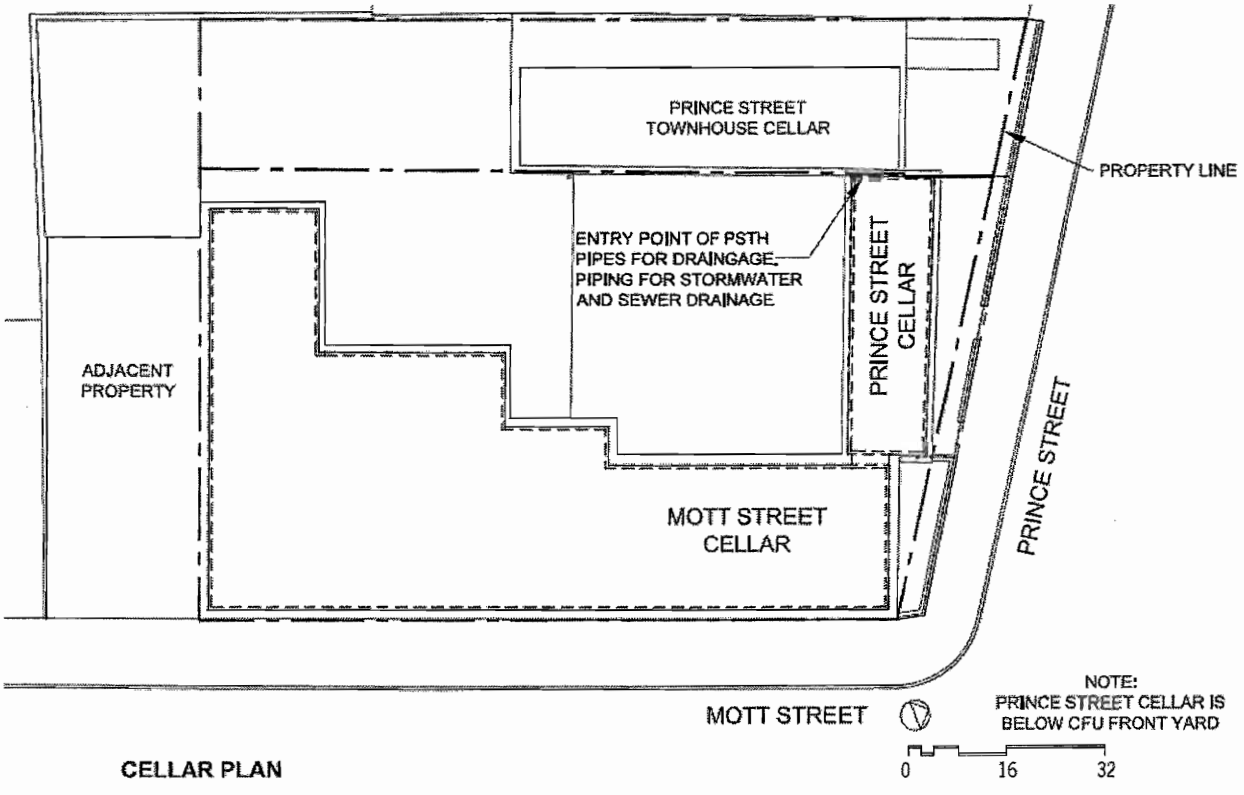
The above described parcel contains an area of 3,309 square feet.

SCHEDULE C

CELLAR PIPE AREA

NOTE: "Prince Street Cellar" and "Mott Street Cellar" are both on Parcel A. "Prince Street Townhouse Cellar" is on Parcel B. Cellar Pipe Area begins at "Entry Point of PSTH Pipes for [Drainage], Piping for Stormwater and Sewer Drainage." The stormwater pipe will go through the Prince Street Cellar and then through the Mott Street Cellar to connect to the public storm system as applicable in Mott Street. The sewer drainage pipe will go through the Prince Street Cellar and then through the Mott Street Cellar to connect to the public sewer as applicable in Mott Street. Each of the foregoing pipe routes shall constitute part of the Cellar Pipe Area. All pipes in the Cellar Pipe Area will be located within the cellar level of Parcel A.

CELLAR ACCESS EASEMENT DIAGRAM



CELLAR PLAN

Block:	494
Lots:	1201, 1202 and 22
Street Addresses:	32-34 Prince Street (Condo Property) (Condo Plan No. 2497) 38 Prince Street (Townhouse Property) New York, New York
County:	New York

CELLAR PIPES EASEMENT AGREEMENT

between

THE BOARD OF MANAGERS OF 34 PRINCE STREET CONDOMINIUM

and

34 PRINCE EQUITIES LLC

Dated as of August 20, 2014

Record and Return to:
Robert Kandel, Esq.
Kaye Scholer LLP
425 Park Avenue
New York, New York 10022

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ZONING LOT DEVELOPMENT AGREEMENT

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ZONING LOT DEVELOPMENT AGREEMENT

between

THE BOARD OF MANAGERS OF 34 PRINCE STREET CONDOMINIUM,

as attorney-in-fact for the Condominium Unit Owners

and

THE TRUSTEES OF SAINT PATRICK'S CATHEDRAL IN THE CITY OF NEW YORK,

as Prince Street Owner and Mott Street Owner

Date: August 20, 2014

Real Property:

Real Property:
Section 1, Block 494, Lots 22, 23, 1201 and 1202

Record and Return to:

Haynes and Boone, LLP
30 Rockefeller Plaza, 26th Floor
New York, New York 10112
(212) 659-7300
Attn: David Calabrese, Esq.

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ZONING LOT DEVELOPMENT AGREEMENT

THIS ZONING LOT AND DEVELOPMENT AGREEMENT (this "Agreement") made as of August ___, 2014 by and between THE BOARD OF MANAGERS OF 34 PRINCE STREET CONDOMINIUM, having an address at 34 Prince Street, New York, New York 10012 (the "Condominium Board") and THE TRUSTEES OF SAINT PATRICK'S CATHEDRAL IN THE CITY OF NEW YORK, having offices at c/o The Archdiocese of New York, 1011 First Avenue, New York, NY 10022 (the "Trustees").

R E C I T A L S:

A. 34 Prince Equities LLC, a New York limited liability company (formerly known as 32 Prince Equities LLC) ("Developer"), as purchaser, and Trustees, as seller, are parties to a certain Purchase and Sale Agreement dated as of September 3, 2013, as amended (the "PSA"), relating to (i) the land described in Schedule A hereto (and which, at the time of the execution of the PSA, had a single tax lot designation on the Tax Map of Section 1, Block 494, Lot 21) (the "Land"), and (ii) the improvements located on the Land (the "Improvements") (the Land and the Improvements are herein collectively called the "Real Property").

B. The PSA contemplates (i) a purchase and sale of portions of the Real Property from the Trustees to Developer, and (ii) Developer's subsequent development of the Real Property, all as more particularly set forth therein.

C. This Agreement is being executed pursuant to the PSA, immediately prior to the closing thereunder (the "PSA Closing"), as a condition to the PSA Closing.

D. Pursuant to the terms of the PSA, and prior to the PSA Closing, the following actions were taken, and results obtained:

(1) The Trustees effected a tax lot subdivision of the Land into three (3) separate and distinct parcels of land, each having its own tax lot designation on the Tax Map, the same being: (a) the portion of the Land described in Schedule A-1 hereto (former Lot 21) (the "Condominium Parcel", and, together with the Improvements thereon, the "Condominium Property"): (b) the portion of the Land described in Schedule A-2 hereto (Lot 22) (the "Prince Street Parcel", and together with the Improvements thereon, the "Prince Street Property"); and (c) the portion of the Land described in Schedule A-3 hereto (Lot 23) (the "Mott Street Parcel", and together with the Improvements thereon, the "Mott Street Property").

(2) After the effectuation of the aforementioned subdivision, the Trustees submitted the Condominium Property to the condominium form of ownership in accordance with the Condominium Act by the recording of the Condominium Declaration and the Tax Lot Drawings in the Register's Office, thereby creating the Condominium, consisting of two (2) Condominium Units, the Initial Residential Unit (Lot 1202) and the Community Facility Unit (Lot 1201).

E. The Condominium Parcel, the Prince Street Parcel and the Mott Street Parcel continue to be part of a single zoning lot (herein called the "Zoning Lot").

F. The parties hereto, as, or as attorney-in-fact on behalf of, the Owners of the Parcels, intend, pursuant to this Agreement, to, prior to the PSA Closing, (i) set forth the portion of the Development Rights appurtenant to the Zoning Lot which may be utilized in connection with each of the Parcels, and (ii) otherwise establish, and set forth, certain rights and obligations of the parties hereto.

AGREEMENT:

The parties hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows:

1. Definitions

For the purposes hereof, the following terms shall have the meanings hereinafter ascribed thereto:

"Allocable Development Rights" shall mean (i) with respect to the Prince Street Parcel, the Prince Street Parcel Allocable Development Rights, (ii) with respect to the Mott Street Parcel, the Mott Street Parcel Allocable Development Rights, and (iii) with respect to Condominium Parcel, the Condominium Parcel Allocable Development Rights.

"Alterations" shall, with respect to any Property, mean any additions or other alterations of any kind to such Property.

"Building" shall mean any of the Prince Street Building, the Mott Street Building or the Condominium Building.

"Business Days" shall mean all days except Saturdays, Sundays and the days observed as public holidays by the Federal government or the New York State or New York City governments.

"Common Elements" shall mean the common elements of the Condominium, as defined and delineated in the Condominium Declaration and the Tax Lot Drawings.

"Condominium" shall mean 34 Prince Street Condominium.

"Condominium Act" shall mean the provisions of Article 9-B of the Real Property Law of the State of New York, as the same may from time to time be amended, or any successor statute thereto, and any regulations promulgated thereunder as the same may from time to time be amended.

"Condominium Building" shall mean the building to be built upon the Condominium Parcel (constituting, in part, modifications to, and an expansion of, portions of the Existing Building) and which will consist of the Condominium Units and Common Elements.

"Condominium Declaration" shall mean the Declaration of Condominium, establishing a plan for condominium ownership of the Condominium Property pursuant to the Condominium Act (which Declaration of Condominium shall include the By-Laws and other Exhibits attached

thereto and constituting a part thereof) as the same may be from time to time be amended and/or restated.

"Condominium Owner" shall mean only the fee owner(s), at the time in question, of the Condominium Property; such that, in the event of any transfer of fee title to the Condominium Property, (i) the transferor shall thereby be relieved and freed of all obligations of Condominium Owner under this Agreement (whether accruing before, upon or after such transfer), and (ii) the transferee shall thereby be deemed to have assumed (subject to the provisions of Article 12 hereof) all of the obligations of Condominium Owner under this Agreement (whether accruing before, upon or after such transfer). For so long as the Condominium is in effect, Condominium Owner shall mean the Condominium Unit Owners, on a collective basis, but each such Condominium Unit Owner shall be responsible for the obligations of Condominium Owner hereunder only if, and to the extent that, the same relate to its Condominium Unit and/or the Common Elements serving its Condominium Unit, and only during the period that it owns the Condominium Unit (with the provisions of clauses (i) and (ii) applying upon the transfer of any Condominium Unit). As of the execution and delivery of this Agreement, the Trustees are the sole fee owner of each of the Community Facility Unit and the Initial Residential Unit, and constitute Condominium Owner. Upon the PSA Closing, Developer will become the sole fee owner of the Initial Residential Unit (while the Trustees will remain the sole fee owner of the Community Facility Unit) and, thus, Developer and the Trustees will collectively constitute Condominium Owner, subject to the foregoing provisions of this definition. The Condominium Unit Owners hereby acknowledge that, pursuant to the Condominium Declaration, the Condominium Board is designated as the sole party to act with respect to the rights and obligations of Condominium Owner under this Agreement, and, in connection therewith, has been appointed attorney-in-fact for each of the Condominium Unit Owners, to (on behalf of such Condominium Unit Owners) execute, acknowledge and deliver this Agreement, and any amendment hereto, and/or take any action hereunder as Condominium Owner.

"Condominium Unit" shall mean any of the units of the Condominium, as defined and delineated in the Condominium Declaration and the Tax Lot Drawings, as the same may be amended from time to time. As of the date hereof, there are two (2) Condominium Units, being defined and otherwise delineated in the Condominium Declaration as (i) the Community Facility Unit, and (ii) the Initial Residential Unit.

"Condominium Unit Owner" shall mean the owner of any Condominium Unit.

"Construction Agreement" shall mean that certain construction agreement by and between Developer, as the owner of the Prince Street Property, the Mott Street Property and the Initial Residential Unit, and the Trustees, as the owner of the Community Facility Unit, executed and delivered upon the PSA Closing (and immediately after the execution and delivery of the deeds conveying to Developer fee title to the Prince Street Property, the Mott Street Property and the Initial Residential Unit), which construction agreement sets forth the rights and obligations of the parties with respect to Purchaser's contemplated development of the Real Property. Construction Agreement is intended to be recorded in the Register's Office after the recording of this Agreement and the subsequent recording of the deeds conveying fee title to the Prince Street Property, the Mott Street Property and the Initial Residential Unit.

"Construction Agreement Work" shall mean any Work performed by an Owner pursuant to terms and conditions of the Construction Agreement.

"Development Rights" shall mean certain rights, as determined by the Zoning Resolution, which are appurtenant to a zoning lot, whereby such zoning lot may be developed by erecting thereon one or more structures with floor area determined by multiplying the area of the zoning lot by the allowable floor area ratio established for the zoning district or districts in which the zoning lot is located together with (a) any bonus floor area available to the zoning lot pursuant to the Zoning Resolution and (b) any use, bulk, density and other development rights permitted to the zoning lot under the Zoning Resolution and which may be authorized to be developed by the appropriate agency of the City of New York from time to time.

"Existing Building" shall mean the building which has a cellar level and four (4) above-grade floor levels located on the Land as of the date hereof.

"Event of Force Majeure" shall mean (i) any prohibitive or preemptive Legal Requirements (the application of which does not result from improper acts or omissions of the party in question), (ii) any general strike, lockout, riot or insurrection, or unavailability or shortages of materials or supplies, (iii) any accident, fire or other casualty or other act of God, or (iv) any other event, whether similar or dissimilar, that is beyond the reasonable control of the party in question.

"Governmental Approval", with respect to any Parcel, shall mean any approval, consent, certificate or permit issued by, or applied for from, any Governmental Authority relating to such Parcel or the use and operation thereof.

"Governmental Authority" shall mean the United States, the State of New York, the City of New York, and/or any political subdivision of any of them, and/or any agency, department, commission, board or instrumentality of any of them; including the New York City Planning Commission, the Department of City Planning of the City of New York, the City Council of the City of New York, the New York City Department of Buildings, the Board of Standards and Appeals of the City of New York, the Landmarks Preservation Commission, the Manhattan Borough President, any community board, any other government or municipal regulatory or administrative agencies, court or department thereof.

"Legal Requirements" shall mean all applicable laws, statutes and ordinances (including codes, approvals, permits and zoning regulations and ordinances) and the orders, rules, regulations, interpretations, directives and requirements of any Governmental Authority, whether now or hereafter in effect.

"Material Violation", with respect to any Property, shall mean any violation of the Zoning Resolution or any other Legal Requirements issued or noted with respect to such Property, if the same would (a) prevent, hinder or delay (i) the issuance of a temporary or permanent certificate of occupancy for any Building (or part thereof), or (ii) the issuance of any other Governmental Approval with respect to another Property (or part thereof), or (b) otherwise have a material adverse impact on the Owner of another Property (including the utilization of the Allocable Development Rights with respect to such Owner's Parcel).

"Mott Street Building" shall mean the Improvements upon the Mott Street Parcel; it being contemplated that the same will constitute a townhouse structure.

"Mott Street Owner" shall mean only the fee owner(s), at the time in question, of the Mott Street Property; such that, in the event of any transfer of fee title to the Mott Street Property, (i) the transferor shall thereby be relieved and freed of all obligations of Mott Street Owner under this Agreement (whether accruing before, upon or after such transfer), and (ii) the transferee shall thereby be deemed to have assumed (subject to the provisions of Article 12 hereof) all of the obligations of Mott Street Owner under this Agreement (whether accruing before, upon or after such transfer). During any period that there are multiple fee owners of the Mott Street Property, the Mott Street Owner shall be all such fee owners, collectively, but each such fee owner shall be responsible for the obligations of Mott Street Owner hereunder only if, and to the extent that, the same relate to the portion(s) of the Mott Street Property in which it holds fee title (with the provisions of clauses (i) and (ii) applying upon the transfer of such fee title). As of the execution and delivery of this Agreement, the Trustees are the sole fee owner of the Mott Street Property and constitute Mott Street Owner. Upon the PSA Closing, Developer will become the sole fee owner of the Mott Street Property and constitute Mott Street Owner.

"Owner" shall mean any of the Condominium Owner, the Prince Street Owner and the Mott Street Owner.

"Parcel" shall mean any of the Condominium Parcel, the Prince Street Parcel and the Mott Street Parcel.

"Prince Street Building" shall mean the Improvements upon the Prince Street Parcel; it being contemplated that the same will constitute a townhouse structure (constituting, in part, modifications to, and an expansion of, portions of the Existing Building).

"Prince Street Owner" shall mean only the fee owner(s), at the time in question, of the Prince Street Property; such that, in the event of any transfer of fee title to the Prince Street Property, (i) the transferor shall thereby be relieved and freed of all obligations of Prince Street Owner under this Agreement (whether accruing before, upon or after such transfer), and (ii) the transferee shall thereby be deemed to have assumed (subject to the provisions of Article 12 hereof) all of the obligations of Prince Street Owner under this Agreement (whether accruing before, upon or after such transfer). During any period that there are multiple fee owners of the Prince Street Property, the Prince Street Owner shall be all such fee owners, collectively, but each such fee owner shall be responsible for the obligations of Prince Street Owner hereunder only if, and to the extent that, the same relate to the portion(s) of the Prince Street Property in which it holds fee title, and the period(s) that it holds such fee title (with the provisions of clauses (i) and (ii) applying upon the transfer of such fee title). As of the execution and delivery of this Agreement, the Trustees are the sole fee owner of the Prince Street Property and constitute Prince Street Owner. Upon the PSA Closing, Developer will become the sole fee owner of the Prince Street Property and constitute Prince Street Owner.

"Property" shall mean any of the Condominium Property, the Prince Street Property and the Mott Street Property.

"Rebuilding" shall, with respect to any Property, mean any repair, replacement, rebuilding or reconstruction (whether following a casualty or otherwise).

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

"Tax Lot Drawings" means the tax lot drawings appurtenant to the Condominium Declaration and which are recorded in the Register's Office together with the Condominium Declaration.

"Tax Map" shall mean the Tax Map of the City of New York (New York County).

"Unutilized Development Rights" shall, with respect to any Parcel, mean, at any time, the Allocable Development Rights with respect to such Parcel that are then not utilized by the Building upon such Parcel.

"Work", with respect to any Property, shall mean any Alterations, Rebuilding or other work performed by the Owner of such Property (or any party claiming by, through or under it) upon or about such Property.

"ZFA" shall mean zoning floor area, i.e., floor area as defined under the Zoning Resolution.

"Zoning Resolution" shall mean the Zoning Resolution of the City of New York, effective December 15, 1961, as amended to date, and as the same may hereafter be amended. The terms "floor area", "floor area ratio", "zoning lot", "party(ies) in interest", "use", "bulk", "dwelling units", "height" and "lot coverage" shall all have the meanings set forth in Section 12-10 of the Zoning Resolution.

As used in this Agreement, (i) the phrase "*and/or*" when applied to one or more matters or things shall be construed to apply to any one or more or all thereof as the circumstances warrant at the time in question, (ii) the terms "*herein*" "*hereof*" and "*hereunder*", and words of similar import, shall be construed to refer to this Agreement as a whole, and not to any particular Section, unless expressly so stated, (iii) the term "*including*", whenever used herein, shall mean "including without limitation", except in those instances where it is expressly provided otherwise, (iv) the term "*person*" shall mean a natural person, a partnership, a corporation, a limited liability company, and/or any other form of business or legal association or entity.

2. Allocable Development Rights.

2.1. Prince Street Owner, subject to provisions hereof, shall have the right to utilize, upon the Prince Street Parcel, up to, but not in excess of, the Prince Street Parcel Allocable Development Rights. The "Prince Street Parcel Allocable Development Rights" are 8,000.00 square feet of ZFA; provided, however, that such ZFA may hereafter be (i) increased by reason of an Upzoning as more particularly set forth in Section 3.2 hereof, (ii) decreased by reason of a Downzoning as more particularly set forth in Section 3.3 hereof, or (iii) increased or decreased pursuant to an Intra-Zoning Lot DR Transfer effected pursuant to an Intra-Zoning Lot Transfer

Instrument entered into by and between the Prince Street Owner and another Owner pursuant to Section 8.1 hereof.

2.2. Mott Street Owner, subject to provisions hereof, shall have the right to utilize, upon the Mott Street Parcel, up to, but not in excess of, the Mott Street Parcel Allocable Development Rights. The "Mott Street Parcel Allocable Development Rights" are 12,200.00 square feet of ZFA; provided, however, that such ZFA may hereafter be (i) increased by reason of an Upzoning as more particularly set forth in Section 3.2 hereof, (ii) decreased by reason of a Downzoning as more particularly set forth in Section 3.3 hereof, or (iii) increased or decreased pursuant to an Intra-Zoning Lot DR Transfer effected pursuant to an Intra-Zoning Lot Transfer Instrument entered into by and between the Mott Street Owner and another Owner pursuant to Section 8.1 hereof.

2.3. Condominium Owner, subject to provisions hereof, shall have the right to utilize, upon the Condominium Parcel, up to, but not in excess of, the Condominium Parcel Allocable Development Rights. The "Condominium Parcel Allocable Development Rights" are 47,795.50 square feet of ZFA; provided, however, that such ZFA may hereafter be (i) increased by reason of an Upzoning as more particularly set forth in Section 3.2 hereof, (ii) decreased by reason of a Downzoning as more particularly set forth in Section 3.3 hereof, (iii) increased or decreased pursuant to an Intra-Zoning Lot DR Transfer effected pursuant to an Intra-Zoning Lot Transfer Instrument entered into by and between the Condominium Owner and one or more of the other Owners pursuant to Section 8.1 hereof, (iv) decreased pursuant to an transfer of Development Rights to a parcel added to the Zoning Lot pursuant to Section 8.2 hereof, or (v) decreased pursuant to an transfer of Development Rights to a parcel outside the Zoning Lot pursuant to Section 74-79 of the Zoning Resolution and Section 8.3 hereof.

2.4. No Owner shall make or perform, nor shall it permit to be made or performed, any Work (including any Construction Agreement Work) to its Property, if such Work will (x) cause the Development Rights utilized by the Building on such Owner's Parcel to exceed such Parcel's Allocable Development Rights, or (y) otherwise cause the Zoning Lot to be in a state of non-compliance with any requirement of the Zoning Resolution.

3. Upzoning and Downzoning.

3.1. For purposes hereof, the following terms shall have the following meanings:

3.1.1. "Upzoning" shall mean a validly enacted amendment of the Zoning Resolution (or any other change in existing law) that increases the Development Rights appurtenant to the Zoning Lot.

3.1.2. "Upzoning Proportionate Share" shall, as to each Parcel, mean a fraction (expressed as a percentage), (x) the numerator of which is such Parcel's Allocable Development Rights immediately prior to such Upzoning, and (y) the denominator of which is the total Development Rights appurtenant to the Zoning Lot immediately prior to such Upzoning.

3.1.3. "Downzoning" shall mean a validly enacted amendment of the Zoning Resolution (or any other change in existing law) that decreases the Development Rights appurtenant to the Zoning Lot.

3.1.4. "Downzoning Event" shall mean (i) a Downzoning, followed by (ii) the Building one or more Parcels being Destroyed or Demolished.

3.1.5. "Downzoned Parcel" shall mean any Parcel on which, at the time of or following a Downzoning Event, the Building thereon was Destroyed or Demolished.

3.1.6. "Destroyed or Demolished" shall, when used with respect any Building upon any Parcel within the Zoning Lot, that such Building, subsequent to a Downzoning, has been destroyed or demolished to such an extent that it can not be restored other than subject to the Downzoning. For purposes hereof, any Parcel which is undeveloped (i.e., without a Building thereon) shall be treated as if the Building was Destroyed or Demolished until such time as it developed (i.e., a Building is constructed thereon).

3.1.7. "Downzoning Proportionate Share" shall, as to each Downzoned Parcel at the time of a Downzoning Event, mean a fraction (expressed as a percentage), (x) the numerator of which is such Parcel's Allocable Development Rights immediately prior to such Downzoning Event, and (y) the denominator of which is the total all Downzoned Parcels' Allocable Development Rights immediately prior to such Downzoning Event.

3.2. If, at any time after the date hereof, there shall be an Upzoning, then each Parcel's Allowable Development Rights hereunder shall be increased by such Parcel's Proportionate Upzoning Share of the total number of additional Development Rights becoming appurtenant to the Zoning Lot pursuant to such Upzoning.

3.3. If, at any time, there occurs a Downzoning Event, then the following provisions shall apply:

3.3.1. If, at any time, there is only one Downzoned Parcel, then such Parcel's Allocable Development Rights shall be decreased by the entire decrease in the Development Rights appurtenant to the Zoning Lot as a result of such Downzoning.

3.3.2. If, at any time, there are two or more Downzoned Parcels, then each of such Parcel's Allocable Development Rights shall be decreased by such Parcel's Downzoning Proportionate Share of the entire decrease in the Development Rights appurtenant to the Zoning Lot as a result of such Downzoning.

3.4. The foregoing provisions of this Section 3 are subject to the provisions of the Zoning Resolution and other Legal Requirements.

4. General Covenants and Restrictions

Each Owner hereby covenants to the other Owners as follows:

4.1. From and after the date hereof, such Owner shall not create, or permit to be created on its Property, any new non-conforming use or non-compliance with the Zoning Resolution (or increase or expand, or permit to be increased or expanded, any existing non-conforming use or non-compliance with the Zoning Resolution); except if, and to the extent, such new (or increased or expanded) non-conforming use or non-compliance (i) has been

affirmatively approved by all Governmental Authorities having jurisdiction over the same, and (ii) does not have a material adverse impact on the other Owners.

4.2. From and after the date hereof, such Owner shall not take, or permit, any actions on its Property, or seek or obtain any Governmental Approval with respect to its Property, if such actions or Governmental Approval would (i) affect the zoning district designation of another Parcel, (ii) reduce the amount of, or restrict the utilization of, the Allocable Development Rights of another Parcel, (iii) impose any additional Legal Requirements on the configuration of any Improvements on another Parcel or in any way prevent any Improvements thereon from being reconstructed to the same extent in the event of destruction of the Improvements on another Parcel, (iv) restrict the allowable uses of another Property , (v) constitute a variance, special permit (except as provided in Section 8.3 hereof), certification or authorization with respect to the Zoning Lot, (vi) otherwise impose any additional obligations or restrictions under Legal Requirements with respect to the ownership, operation or occupancy of another Property, (vii) render any existing use or existing conditions on another Property non-conforming or non-complying, or (viii) limit or interfere with any rights granted to, or increase any obligations imposed upon an Owner under this Agreement.

4.3. If, at any time after the date hereof, there exists any Material Violation with respect to such Owner's Property, then such Owner (the "Violation Owner") shall cure such Violation within thirty (30) days after receiving notice of the same from any other Owner (or if the cure cannot with due diligence be completed in such thirty (30) day period, then the Violation Owner shall commence the cure within such thirty (30) day period, and thereafter diligently prosecute the cure to completion). If the Violation Owner does not comply with the immediately preceding sentence, then each of the other Owners shall have any and all rights and/or remedies available to it on account thereof (at law or in equity, or by statute, including the right to bring an action to compel the Violation Owner to cure such Violation).

5. Work Covenants

Each Owner, in connection with any Work performed with respect to its Property, hereby covenants to the other Owners as follows:

5.1. Such Owner shall use, and cause all persons and entities and their respective employees or contractors performing such Work (or supplying materials in connection therewith) shall comply with all Legal Requirements and otherwise use all commercially reasonable efforts to prevent (including, without limitation, utilizing construction methods and procedures designed to prevent) any (i) damage to another Property (inclusive of all interior and exterior components of the Building which is part of another Property), any personal property located upon another Property, and/or any sidewalks or vaults adjacent to another Property, and/or (ii) other unreasonable interference with the use and operation of another Property.

5.2. If any such Work shall cause any damage to another Property (inclusive of all interior and exterior components of the Building which is part of another Property), any personal property located upon another Property, and/or any sidewalks or vaults adjacent to another Property, then such Owner shall, at the option of Owner of such other Property, either (i) promptly repair such damage, in a good and workmanlike manner, consistent with Legal

Requirements and otherwise to the reasonable satisfaction of such other Owner, or (ii) reimburse such other Owner, on demand, for all the reasonable out-of-pocket costs incurred by such other Owner in repairing such damage.

5.3. Such Owner shall indemnify and hold harmless each of the other Owners from and against any and all claims, liabilities, damages, costs, losses, and expenses (including, without limitation, reasonable attorneys' fees) which may be asserted against, imposed upon or incurred by either of such other Owners by reason of such Work (including, without limitation, any act or omission in the design or performance of such Work).

Notwithstanding the foregoing provisions of this Article 5, the rights and obligations of the parties with respect to Construction Agreement Work shall be governed by the Construction Agreement, and not by the provisions of this Article 5.

6. Certificates of Occupancy

6.1. Each Owner shall cause its Building to have one or more temporary certificates of occupancy, or a permanent certificate of occupancy, which is separate and independent from certificates of occupancy for any of the other Buildings.

6.2. Each Owner shall cause any certificate of occupancy for its Building to comply with all Legal Requirements, including, if and to the extent required thereby, cause the same to indicate the existence of the Zoning Lot, containing multiple Parcels.

7. Separateness of Properties

7.1. Except as necessitated by the fact that the Properties are part of the single Zoning Lot, the Owners agree that each Property shall, for all purposes, be treated as a separate and independent property.

7.2. Without limiting the generality of Section 7.1, all Governmental Approvals and applications for Governmental Approvals, for each Property shall be separate and independent from those for the other Property; and any such applications or plans and specifications filed therewith, shall be so filed with the Department of Buildings of the City of New York, so as to obtain separate *building* and/or *alteration* numbers.

7.3. Without limiting the generality of Section 7.1, for real property tax purposes each Property is comprised of the entirety of one or more separate and independent tax lots. The Owners expect that the assessed valuation of, and the taxes imposed upon, each Property shall be determined on a basis which treats the same as separate and independent from the other Properties. The Owners shall take such action, with respect to their respective Properties, as may be reasonably required to maintain each of the Properties within the Zoning Lot as one or more separate and independent tax lots. The Owners shall cooperate with each other in connection with any application, filings or proceedings related to the assessed valuation of the Properties which may be filed or instituted by an Owner in furtherance of the provisions of this Article 7.

8. Transfers of Development Rights by Owners

8.1. Subject to the following provisions of this Section 8.1, any two Owners, by mutual agreement, may effect a transfer (an "Intra-Zoning Lot DR Transfer") by one Owner (the "Transferor Owner") to the other Owner (the "Transferee Owner") of all or any portion of the Unutilized Development Rights with respect to the Transferor Owner's Parcel to the Transferee Owner's Parcel. Such Intra-Zoning Lot DR Transfer may be effected only by a written instrument (each, an "Intra-Zoning Lot Transfer Instrument"), in recordable form, executed by Transferor Owner, as transferor, and Transferee Owner, as transferee, which Intra-Zoning Lot Transfer Instrument shall contain the following provisions: (a) a provision indicating that such Intra-Zoning Lot Transfer Instrument is being executed and delivered, in accordance with this Section 8.1, solely for the purpose of transferring the whole or any portion of the Unutilized Development Rights allocable to the Transferor Owner's Parcel to the Transferee Owner's Parcel; (b) a provision (i) setting forth the quantity of Unutilized Development Rights with respect to the Transferor Owner's Parcel that are being transferred to the Transferee Owner's Parcel, measured in square feet of ZFA (herein called the "Transferred Development Rights"), and (ii) indicating, consistent therewith, the revised Allocable Development Rights for each of the Transferor Owner's Parcel and the Transferee Owner's Parcel, to take effect as herein-below provided; (c) a provision indicating that such Intra-Zoning Lot Transfer Instrument is subject and subordinate, in all respects, to this Agreement (and, accordingly, that the provisions of this Agreement will override any inconsistent provisions in such Intra-Zoning Lot Transfer Instrument); and (d) a provision indicating that no provision of the Intra-Zoning Lot Transfer Instrument shall binding upon the Owner which is not a party to the Intra-Zoning Lot Transfer Instrument (the "Non-Party Owner"), nor shall the Intra-Zoning Lot Transfer Instrument, in any way, otherwise affect the rights of the Non-Party Owner under this Agreement. Transferor and Transferee shall record the Intra-Zoning Lot Transfer Instrument against their respective Parcels, but not against the Parcel of the Non-Party Owner; provided, that, promptly after such recording, Transferor and Transferee shall jointly deliver a notice to the Non-Party Owner advising it of the Intra-Zoning Lot DR Transfer, which notice shall be accompanied by a true and complete copy of the Intra-Zoning Lot Transfer Instrument. Upon the execution, delivery and recording of the Intra-Zoning Lot Transfer Instrument, (x) the Allocable Development Rights with respect to Transferor's Parcel shall be reduced by the Transferred Development Rights, and (y) the Allocable Development Rights with respect to Transferee's Parcel shall be increased by the Transferred Development Rights.

8.2. Condominium Owner shall have (A) the right, from time to time, to enlarge the Zoning Lot by merging the same with one or more other another zoning lots whereby one or more additional parcels of land are added to the Zoning Lot (each, an "Additional Zoning Lot Parcel"), provided, that, (i) such enlargement (x) complies with the requirements set forth in the definition of "zoning lot" in Section 12-10 of the Zoning Resolution, (y) does not create (or exacerbate) any non-compliance with the Zoning Resolution, or other violation of any Legal Requirements, in any part of the Zoning Lot as so enlarged, and (z) does not otherwise, to any material extent, to any material extent, decrease any rights, or increase any obligations, of any other Owner as expressly set forth herein (any enlargement of the Zoning Lot satisfying the criteria in clauses (x), (y) and (z) hereof being herein called a "Permitted Zoning Lot Enlargement"), and (ii) thereupon, Condominium Owner enters into a zoning lot and development agreement (each, an "Additional Parcel ZLDA") with the owner of each Additional

Zoning Lot Parcel, which Additional Parcel ZLDA (xx) shall contain, *inter alia*, (x) a provision indicating that the Additional Parcel ZLDA is subject and subordinate to this Agreement, and (yy) a provision limiting the Development Rights that are permitted to be utilized on the Additional Zoning Lot Parcel (which limitation shall be consistent with this Agreement, and, accordingly, not reduce the Allocable Development Rights with respect to any Parcel hereunder, other than the Condominium Parcel), and (B) the right, pursuant to any Additional Parcel ZLDA, to effect, consistent with the foregoing, a transfer of all or any portion of the Unutilized Development Rights with respect to the Condominium Parcel to the Additional Zoning Lot Parcel. Each Owner (other than the Condominium Owner), and all future parties-in-interest to the Zoning Lot claiming by, through or under any Owner (including the Condominium Owner) hereby (i) consent to any Permitted Zoning Lot Enlargement, (ii) waives their right to join in the declaration of zoning lot restrictions (or such other documentation) effecting the Permitted Zoning Lot Enlargement, and (iii) subordinates their interest in their Parcels to such declaration of zoning lot restrictions (and such other documentation). The foregoing consent and waiver is intended to be self-operative, irrevocable and of unlimited duration.

8.3. Condominium Owner, in addition, shall have the right to seek a special permit pursuant to Section 74-79 of the Zoning Resolution (a "Special Permit") allowing Condominium Owner to effect a transfer of all or any portion of the Unutilized Development Rights with respect to the Condominium Parcel to a parcel of land outside the Zoning Lot which is eligible to receive the same pursuant to the Zoning Resolution; provided, that, the foregoing (i) does not create (or exacerbate) any non-compliance with the Zoning Resolution, or other violation of any Legal Requirements, in any part of the Zoning Lot, (ii) does not decrease the Allocable Development Rights with respect to any other Parcel, and (iii) does not otherwise, to any material extent, decrease any rights, or increase any obligations, of any other Owner as expressly set forth herein. Subject to the foregoing proviso:

8.3.1. The other Owners acknowledge that their Parcels (in addition to the Condominium Parcel) may be deemed part of the granting site pursuant to the issuance of a Special Permit, and, in such event, each such Owner consents to the same. In all events, each Owner agrees that, at no cost to it, such Owner shall cooperate with all reasonable requests of Condominium Owner in connection with its application for, and its efforts to obtain, the Special Permit, and otherwise with respect to Condominium Owner's efforts to effectuate the transfer of all or any portion of the Unutilized Development Rights with respect to the Condominium Parcel pursuant thereto.

8.3.2. Each Owner (other than the Condominium Owner), and all future parties-in-interest to the Zoning Lot claiming by, through or under any Owner (including the Condominium Owner) hereby (i) consents to the transfer of any Unutilized Development Rights with respect to the Condominium Parcel pursuant to, and in accordance with, Section 74-79 of the Zoning Resolution, including the execution and delivery by Condominium Owner of the transfer and other instruments required thereunder (including a certain transfer instrument entitled "*Transfer of Development Rights and Notice of Restrictions Pursuant to Section 74-793 of the Zoning Resolution of the City of New York*" and a "*Continuing Maintenance Declaration*") to effect such transfer, and (ii) waives its right, if any, to execute any such transfer and other instruments, and (iii) subordinates its interest in its Parcel to any such transfer and other

instruments. The foregoing consent and waiver is intended to be self-operative, irrevocable and of unlimited duration.

8.3.3. The other Owners further acknowledge that the application for the Special Permit, or the approval thereof, may be conditioned upon the implementation of a "*Plan*" (as described in the Zoning Resolution), and agree that, in such event, Condominium Owner may prepare, propose and implement such Plan, provided, that Condominium Owner shall do so at its sole cost and expense. If the Plan requires any work to be performed upon another Owner's Parcel, such Owner shall grant Condominium Owner and its representatives (as well as the Landmarks Preservation Commission) such rights of access as are reasonably required in connection with the performance and inspection of such work; which access shall be at reasonably agreed upon times, and after reasonable advance notice, and subject to Condominium Owner maintaining (or causing to be maintained) all insurance which would then be customarily maintained by contractors performing such work (and, with all such liability insurance, naming such other Owner as an additional insured). If any of such required work involves any structural work to another Owner's Building, then such work shall be subject to the approval of such other Owner, which approval shall not be unreasonably withheld. In all events, Condominium Owner shall perform any work to another Owner's Building in accordance with all Legal Requirements and in a good and workmanlike manner, and shall prosecute the same with diligence and continuity to completion, in accordance with sound construction practices.

9. Events of Force Majeure

Notwithstanding anything to the contrary contained herein, no Owner shall have any liability to the other Owners, if, and to the extent that, it is unable to fulfill, or is delayed in fulfilling, any of its obligations under this Agreement by reason of one or more Events of Force Majeure.

10. Parties Bound

10.1. This Agreement (inclusive of all interests created hereby, and all other rights and obligations hereunder) is intended to run with the land (as to all the Properties), and thereby bind and benefit the existing, as well as all future, Owners.

10.2. In addition, any person (other than an Owner) who shall hereafter acquire an interest in any of the Properties (whether by grant from the Owner thereof or otherwise) shall be bound by, and their interest in such Property shall subordinate to, this Agreement.

11. Default and Remedies

In the event that any Owner shall default in its obligations hereunder, then the other Owners shall have all rights and remedies available to it at law, or in equity, on account of such default (including injunctive relief); provided, however, that no Owner shall have the right to terminate this Agreement by reason of default of another Owner.

12. Recourse

Each Owner shall look only to any other Owner's Property, or the proceeds thereof (including, without limitation, sale proceeds), for the satisfaction of any remedies that such Owner may have, or for the collection of any judgment such Owner may obtain (or for the exercise by such Owner of any other judicial process), against such other Owner with respect to this Agreement; and no other property or assets of such other Owner shall be subject to levy, execution or other enforcement procedure in respect thereof or in connection therewith.

13. Notices.

Any notice, demand or other communication (each, a "notice") that is given or rendered pursuant to this Agreement by any Owner to one or both of the other Owners, shall be (i) given or rendered, in writing, (ii) addressed to the other Owner(s) at such Owner(s) required address(es) for notices delivered to it as set forth below, and (iii) delivered either (x) by nationally recognized courier service (*e.g.*, Federal Express, Express Mail), or (y) by certified mail, return receipt requested. Any such notice shall be deemed given or rendered, and effective for purposes of this Agreement, as of the date actually delivered to the other Owner(s) at such address(es) (whether or not the same is then received by any other Owner(s) due to a change of address of which no notice was given, or any rejection or refusal to accept delivery). Each Owner, may, from time to time, designate additional or substitute required address(es) for notices delivered to it (provided, that such designation must be made by notice given in accordance with this Section, and there shall be no more than three (3) required address(es) for each Owner).

If to Board:		Board of Managers of 34 Prince Street Condominium 34 Prince Street New York, New York 10012 Attention:
If to the Trustees:		The Trustees of Saint Patrick's Cathedral in the City of New York c/o The Archdiocese of New York 1011 First Avenue New York, New York 10022 Attention: Mr. David S. Brown
with a copy to:		St. Patrick's Old Cathedral 263 Mulberry Street New York, New York 10012 Attention: Pastor
and a copy to:		Haynes and Boone, LLP 30 Rockefeller Plaza, 26th Floor New York, New York 10112

		Attention: David Calabrese, Esq.

14. Estoppel Certificates.

At the request of any Owner, made from time to time, of either or both of the other Owners, such other Owner(s) will execute, within twenty (20) days after the date of the giving of such request, a written instrument in which each such other Owner(s) shall (i) certify that this Agreement is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified, and setting forth the modifications), (ii) certify that it has neither sent, nor received, a notice of any default under this Agreement, which default remains outstanding (or, if there are such notices, excepting the same and briefly describing the default described therein), and (iii) indicate that, to its actual knowledge, the requesting Owner is not in default under this Agreement.

15. Miscellaneous.

15.1. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

15.2. This Agreement is intended to be recorded in the Register's Office (and indexed against each of the Properties).

15.3. This Agreement sets forth the entire agreement between the parties hereto relating to the subject matter hereof, and, accordingly, all other prior agreements or understandings relating to the subject matter hereof (whether oral or written) are hereby superseded.

15.4. This Agreement may not be amended or modified, except by a written instrument to such effect signed by the Owners. No amendment of modification shall be effective unless and until such written instrument is recorded in the Register's Office (and indexed against both Properties).

15.5. Except as may be expressly provided herein to the contrary, (i) no delay or omission by an Owner in exercising a right or remedy shall exhaust or impair such right or remedy or constitute a waiver of, or acquiescence in, any default by the other party, (ii) a single or partial exercise of a right or remedy by an Owner shall not preclude a further exercise thereof, or the exercise of another right or remedy, by such Owner, and (iii) no waiver by an Owner of a default by the other party shall be deemed a waiver of any other default by such other Owner (whether of the same or other obligations hereunder).

15.6. Nothing in this Agreement is intended or shall be construed to confer upon or to give to any person other than the parties hereto any right, remedy or claim under or by reason of this Agreement.

15.7. If any provisions of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected but rather shall be enforced to the extent permitted by law.

15.8. This Agreement may be executed in any number of counterparts, each of which shall constitute an original but all of which, taken together, shall constitute but one and the same instrument and shall be binding upon each Owner as fully and completely as if each had signed but one instrument.

15.9. To the fullest extent permitted by law, each party hereto hereby irrevocably waives its right to trial by jury in any judicial proceeding brought by the other party involving, directly or indirectly, any matter in any way arising out of, related to, or connected with this Agreement.

[*Signature Pages Follow*]

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

Condominium Owner:

THE BOARD OF MANAGERS OF 34 PRINCE STREET CONDOMINIUM, as attorney-in-fact for the Condominium Unit Owners

By: _____
Name:
Title:

[*Signatures continue on following page*]

[*For Condominium Owner*]

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

On the 18 day of August in the year 2014 before me, the undersigned, personally appeared David Braun, 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.

Lakisha Morris
Notary Public

LAKISHA MORRIS
Notary Public, State of New York
No. 01MO6193861
Qualified in Kings County
Commission Expires September 22, 2016

Prince Street Owner:

THE TRUSTEES OF SAINT PATRICK'S CATHEDRAL IN THE CITY OF NEW YORK

By: _____
Name: Monsignor Gregory Mustaciuolo
Title: Assistant Treasurer

[*Signatures continue on following page*]

[*For Prince Street Owner*]

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

On the 18 day of August in the year 2014 before me, the undersigned, personally appeared Gregory Mustaccio 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.

Lakisha Morris
Notary Public

LAKISHA MORRIS
Notary Public, State of New York
No. 01MO6193861
Qualified in Kings County
Commission Expires September 22, 2016

Mott Street Owner:

THE TRUSTEES OF SAINT PATRICK'S CATHEDRAL IN THE CITY OF NEW YORK

By: _____

Name: Monsignor Gregory Mustaciuolo
Title: Assistant Treasurer

[*For Mott Street Owner*]

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

On the 18 day of August in the year 2014 before me, the undersigned, personally appeared Gregory Mustacchio 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.

Lakisha Morris
Notary Public

LAKISHA MORRIS
Notary Public, State of New York
No. 01MO6193861
Qualified in Kings County
Commission Expires September 22, 2016

Schedule A
Description of Land

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York and being in the Eighth (now Fourteenth) Ward of the City of New York and known and distinguished on a certain Map of Property formerly of Nicholas Bayard now on file at the Office of the Register of the City and County of New York as numbers 1025, 1026, 1027, 1028 and 1029 and which taken together are bounded and described as follows:

BEGINNING at a point on the southwesterly corner of Prince and Mott Streets;

RUNNING THENCE westerly along the southerly side of Prince Street, one hundred feet and eleven and three quarters inches;

THENCE southerly and parallel or nearly so with Mott Street, one hundred and sixty one feet and five inches;

THENCE easterly and parallel with Prince Street, ninety nine feet more or less to a point on the westerly side of Mott Street distant one hundred and thirty nine feet one inch southerly along said side of Mott Street from the place of beginning;

THENCE northerly and along said westerly side of Mott Street, one hundred and thirty nine feet one inch to the point or place of BEGINNING.

Be the said several dimensions more or less.

Together with all right, title and interest, if any, of, in and to any streets and roads abutting the above described property, to the center line thereof.

Schedule A-1
Description of Condominium Parcel

TAX LOTS 1201 & 1202 (FORMERLY TAX LOT 21), BLOCK No. 494
BOROUGH OF MANHATTAN, CITY OF NEW YORK

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, and bounded and described by the following;

BEGINNING at the corner formed by the intersection of the southerly record line of Prince Street (Irregular Width) and the westerly record line of Mott Street (Irregular Width) and running the following several courses;

1. Southerly along the said westerly record line of Mott Street, a distance 113.90 feet to a point;
2. THENCE westerly at an angle to the left of 90°-00'-32" a distance 74.46 feet to a point;
3. THENCE northerly at an angle to the left of 89°-29'-24" a distance of 114.87 feet to a point;
4. THENCE easterly at an angle to the left of 91°-14'-49" a distance of 0.51 feet to a point;
5. THENCE northerly at an angle to the right of 90°-52'-16" a distance of 14.49 feet to a point on the said southerly record line of Prince Street;
6. THENCE easterly along the said southerly record line of Prince Street, at an angle to the left 78°-09'-58" a distance 74.53 feet to the point or place of BEGINNING.

The above described parcel contains an area of 8,988 square feet.

Schedule A-2
Description of Prince Street Parcel

TAX LOT 22 BLOCK No. 494

BOROUGH OF MANHATTAN, CITY OF NEW YORK

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, and bounded and described by the following;

BEGINNING at a point on the southerly record line of Prince Street (Irregular Width) said point being 74.53' feet westerly from intersection of the said southerly record line of Prince Street and the westerly record line of Mott Street (Irregular Width) and running the following several courses;

1. Southerly, at an angle to the right of 78°-09'-58" a distance 14.49 feet to a point;

2. THENCE westerly at an angle to the left of 90°-52'-16" a distance 0.51 feet to a point;

3. THENCE southerly at an angle to the left of 268°-45'-11" a distance 114.87 feet to a point;

4. THENCE westerly at an angle to the left 90°-30'-36" a distance 24.50 feet to a point;

5. THENCE northerly at an angle to the left of 89°-55'-10" a distance 134.84 feet to a point on the said southerly record line of Prince Street;

6. THENCE easterly along the said southerly record line of Prince Street, at an angle to the left 78° 06'-45"a distance 26.45 feet to the point or place of BEGINNING.

The above described parcel contains an area of 3,309 square feet.

Schedule A-3
Description of Mott Street Parcel

TAX LOT 23 BLOCK No. 494

BOROUGH OF MANHATTAN, CITY OF NEW YORK

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, and bounded and described by the following;

BEGINNING at a point on the westerly record line of Mott Street (Irregular Width) said point being 113.90' feet southerly from intersection of the southerly record line of Prince Street and the said westerly record line of Mott Street (Irregular Width) and running the following several courses;

1. Southerly along the westerly record line of Mott Street a distance of 25.18 feet to a point;

2. THENCE westerly at an angle to the left of 90°-49'-09" a distance 99.00 feet to a point;

3. THENCE northerly at an angle to the left of 89°-06'-33" a distance 26.58 feet to a point;

4. THENCE easterly at an angle to the left of 90°-04'-50" a distance 98.96 feet to a point on the said westerly record line of Mott Street to the point or place of BEGINNING .

The above described parcel contains an area of 2,562 square feet.

Schedule B
Parties-In-Interest Certificate

[See Attached]

ZONING LOT EXHIBIT I **File No.** **page one**

N.B. # _____
or
ALT. # _____

EXHIBIT A@

CERTIFICATION PURSUANT TO ZONING LOT
SUBDIVISION C OF SECTION 12-10
OF THE ZONING RESOLUTION OF DECEMBER 15, 1961
OF THE CITY OF NEW YORK AS AMENDED
EFFECTIVE AUGUST 18, 1977

ROYAL ABSTRACT OF NEW YORK LLC, an abstract company licensed to do business in the State of New York and having its principal office at 500 Fifth Avenue, New York, New York, hereby certifies that as to the land hereafter described being a tract of land, either unsubdivided or consisting of two or more lots of record contiguous for a minimum of ten linear feet located within a single block in the single ownership of **The Trustees of Saint Patricks Cathedral in the City of New York**, and that the parties of interest constituting a Aparty of interest@ as defined in Section 12-10, subdivision (c) of the Zoning Resolution of the City of New York, effective December 15, 1961, as amended, are the following:

NAME AND ADDRESS	NATURE OF INTEREST
1) **The Trustees of Saint Patricks Cathedral in the City of New York**	**Fee Owner**

The subject tract of land with respect to which the foregoing parties are the parties in interest as aforesaid, is known as Block 494 Lots 1201, 1201, 22 and 23. on the Tax Map of the City of New York, New York County, and more particularly described as follows:

As to lots 1201 and 1202

BEGINNING at the corner formed by the intersection of the southerly record line of Prince Street (Irregular Width) and the westerly record line of Mott Street (Irregular Width) and running the following several courses;

1. Southerly along the said westerly record line of Mott Street, a distance 113.90 feet to a point;
2. THENCE westerly at an angle to the left of 90°-00'-32" a distance 74.46 feet to a point;
3. THENCE northerly at an angle to the left of 89°-29'-24" a distance of 114.87 feet to a point;
4. THENCE easterly at an angle to the left of 91°-14'-49" a distance of 0.51 feet to a point;
5. THENCE northerly at an angle to the right of 90°-52'-16" a distance of 14.49 feet to a point on the said southerly record line of Prince Street;

THENCE easterly along the said southerly record line of Prince Street, at an angle to the left 78°-09'-58" a distance 74.53 feet to the point or place of BEGINNING.

As to lot 22

BEGINNING at a point on the southerly record line of Prince Street (Irregular Width) said point being 74.53' feet westerly from intersection of the said southerly record line of Prince Street and the westerly record line of Mott Street (Irregular Width) and running the following several courses;

1. Southerly, at an angle to the right of 78°-09'-58" a distance 14.49 feet to a point;
2. THENCE westerly at an angle to the left of 90°-52'-16" a distance 0.51 feet to a point;
3. THENCE southerly at an angle to the left of 268°-45'-11" a distance 114.87 feet to a point;
4. THENCE westerly at an angle to the left 90°-30'-36" a distance 24.50 feet to a point;
5. THENCE northerly at an angle to the left of 89°-55'-10" a distance 134.84 feet to a point on the said southerly record line of Prince Street;
6. THENCE easterly along the said southerly record line of Prince Street, at an angle to the left 78° 06'-45"a distance 26.45 feet to the point or place of BEGINNING.

As to lot 23

BEGINNING at a point on the westerly record line of Mott Street (Irregular Width) said point being 113.90' feet southerly from intersection of the southerly record line of Prince Street and the said westerly record line of Mott Street (Irregular Width) and running the following several courses;

1. Southerly along the westerly record line of Mott Street a distance of 25.18 feet to a point;
2. THENCE westerly at an angle to the left of 90°-49'-09" a distance 99.00 feet to a point;
3. THENCE northerly at an angle to the left of 89°-06'-33" a distance 26.58 feet to a point;
4. THENCE easterly at an angle to the left of 90°-04'-50" a distance 98.96 feet to a point on the said westerly record line of Mott Street to the point or place of BEGINNING.

That the said premises are known as and by the street address **32 Prince Street, Unit CFU (lot 1201) Unit IRU (lot 1202), n/a Prince Street (lots 22 and 23) New York, NY** as shown by the following:

DIAGRAM

NOTE: A Zoning Lot may or may not coincide with a lot shown of the Official Tax Map of the City of New York, or on any recorded subdivision plot or deed. A Zoning Lot may be subdivided into two or more zoning lots, provided all the resulting Zoning Lots and all the buildings thereon shall comply with the applicable provisions of the Zoning Lot Resolution.

THIS CERTIFICATE IS MADE FOR AND ACCEPTED BY THE APPLICANT UPON THE EXPRESS UNDERSTANDING THAT LIABILITY HEREUNDER IS LIMITED TO ONE THOUSAND ($1,000.00) DOLLARS.

Certified: 8/11/2014

ROYAL ABSTRACT OF NEW YORK LLC

_____

Harry Erreich, Vice President

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

On the _____ day of _____, 2014, before me, personally appeared **Harry Erreich,** personally known to me or proved to me on the basis of satisfactory evidence to 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

N.B. # _____
or
ALT. # _____

EXHIBIT III

ZONING LOT DESCRIPTION AND OWNERSHIP STATEMENT BY
BUILDING DEPARTMENT PERMIT APPLICANT
AND TO BE RECORDED IN THE COUNTY CLERKS OR REGISTER=S OFFICE

The Trustees of Saint Patricks Cathedral in the City of New York, an applicant(s) for present and future permits pursuant to the Zoning Resolution of the City of New York, effective as of December 15, 1961, and as subsequently amended states that the zoning lots to which the aforementioned permit or permits pertain are shown on the Tax Map of the City of New York, County of New York, as **Block 494 Lots 1201, 1202, 22, 23** as shown on the **Tax Map of the City of New York, New York County**, and is more particularly described as follows:

ALL that certain plot piece or parcel of land, situate, lying and being in the Borough of the New York, County of New York, City and State of New York, bounded and described as follows:

As to lots 1201 and 1202

BEGINNING at the corner formed by the intersection of the southerly record line of Prince Street (Irregular Width) and the westerly record line of Mott Street (Irregular Width) and running the following several courses;

6. Southerly along the said westerly record line of Mott Street, a distance 113.90 feet to a point;
7. THENCE westerly at an angle to the left of 90°-00'-32" a distance 74.46 feet to a point;
8. THENCE northerly at an angle to the left of 89°-29'-24" a distance of 114.87 feet to a point;
9. THENCE easterly at an angle to the left of 91°-14'-49" a distance of 0.51 feet to a point;
10. THENCE northerly at an angle to the right of 90°-52'-16" a distance of 14.49 feet to a point on the said southerly record line of Prince Street;

THENCE easterly along the said southerly record line of Prince Street, at an angle to the left 78°-09'-58" a distance 74.53 feet to the point or place of BEGINNING.

As to lot 22

BEGINNING at a point on the southerly record line of Prince Street (Irregular Width) said point being 74.53' feet westerly from intersection of the said southerly record line of Prince Street and the westerly record line of Mott Street (Irregular Width) and running the following several courses;

7. Southerly, at an angle to the right of 78°-09'-58" a distance 14.49 feet to a point;
8. THENCE westerly at an angle to the left of 90°-52'-16" a distance 0.51 feet to a point;
9. THENCE southerly at an angle to the left of 268°-45'-11" a distance 114.87 feet to a point;
10. THENCE westerly at an angle to the left 90°-30'-36" a distance 24.50 feet to a point;
11. THENCE northerly at an angle to the left of 89°-55'-10" a distance 134.84 feet to a point on the said southerly record line of Prince Street;
12. THENCE easterly along the said southerly record line of Prince Street, at an angle to the left 78° 06'-45"a distance 26.45 feet to the point or place of BEGINNING.

As to lot 23

BEGINNING at a point on the westerly record line of Mott Street (Irregular Width) said point being 113.90' feet southerly from intersection of the southerly record line of Prince Street and the said westerly record line of Mott Street (Irregular Width) and running the following several courses;

5. Southerly along the westerly record line of Mott Street a distance of 25.18 feet to a point;
6. THENCE westerly at an angle to the left of 90°-49'-09" a distance 99.00 feet to a point;
7. THENCE northerly at an angle to the left of 89°-06'-33" a distance 26.58 feet to a point;
8. THENCE easterly at an angle to the left of 90°-04'-50" a distance 98.96 feet to a point on the said westerly record line of Mott Street to the point or place of BEGINNING.

That the said premises are known as and by the street address **32 Prince Street, Unit CFU (lot 1201) Unit IRU (lot 1202) , n/a Prince Street (lots 22 and 23) New York, NY** as shown by the following:

DIAGRAM

NOTE: A Zoning Lot may or may not coincide with a lot shown of the Official Tax Map of the City of New York, or on any recorded subdivision plot or deed. A Zoning Lot may be subdivided into two or more zoning lots, provided all the resulting Zoning Lots and all the buildings thereon shall comply with the applicable provisions of the Zoning Lot Resolution.

The above described zoning lot is presently owned by: The Trustees of Saint Patrick's Cathedral in the City of New York

IN WITNESS THEREOF the applicant(s) for permit has executed the instrument this _____ day of August , 2014.

The Trustees of Saint Patrick's Cathedral in the City of New York

_____

By:

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

On the _____ day of August, 2014, before me, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to 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

Dated: August 20, 2014.

THE TRUSTEES OF SAINT PATRICK'S CATHEDRAL IN THE CITY OF NEW YORK

By: _____

Name: Monsignor Gregory Mustaciuolo
Title: Assistant Treasurer

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

On the 18 day of August in the year 2014 before me, the undersigned, personally appeared Gregory Mustaciuolo 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.

Lakisha Morris
Notary Public

LAKISHA MORRIS
Notary Public, State of New York
No. 01MO6193861
Qualified in Kings County
Commission Expires September 22, 2016

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SERVICE-SHARING AGREEMENT

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SERVICE-SHARING AGREEMENT

This Service-Sharing Agreement (this "Agreement"), made as of the ____ day of _____, 2016, by and between the **Board of Managers of 34 Prince Street Condominium**, an association established by the filing, with the Register's Office of the City of New York, of a certain Amended and Restated Declaration of Condominium for 34 Prince Street Condominium dated _____, 201_, with its principal office at c/o Time Equities, Inc., 55 Fifth Avenue, 15th floor, New York, New York 10003 (referred to hereinafter as the "Condominium") and **34 Prince Equities LLC**, a New York limited liability company with its principal office at c/o Time Equities, Inc., 55 Fifth Avenue, 15th floor, New York, New York 10003 (referred to hereinafter as the "Town House Owner"); the Condominium and the Town House Owner are collectively referred to hereinafter as the "Parties".

WITNESSETH:

WHEREAS, the Board of Managers of the Condominium controls (on behalf of all Condominium Unit Owners) provides certain services to the land known as 32-34 Prince Street/235 Mott Street, in the Borough of Manhattan, City, County and State of New York (Block 494, Lot 21 on the Land and Tax Map of the City of New York), together with the buildings and improvements located thereon (collectively, the "Building") for the benefit of Condominium Unit Owners;

WHEREAS, the Townhouse Owner is the owner of the parcels of land known as Street, in the Borough of Manhattan, City, County and State of New York (Block 494, Lots 22 and 23 on the Land and Tax Map of the City of New York (the "Townhouse Lots"), together with the buildings and improvements located thereon (collectively and respectively, "38 Prince Street"

and 233 Mott Street," together sometimes referred to herein as the "Townhouses"); and

WHEREAS, the Parties hereto desire that the Townhouse Owner (and its successor(s) in interest) have the right to share certain services which are provided by the Condominium to Condominium Unit Owners in exchange for certain payments therefor by the Townhouse Owner (and its successor(s) in interest).

NOW, THEREFORE, in consideration of the foregoing, it is mutually agreed as follows:

1. Subject to the provisions of this Agreement and applicable laws, rules and regulations of governmental authorities, and subject to the requirements of the vendors, if any, then providing certain services to the Condominium, the Condominium agrees to furnish the following services to the Townhouses during all times that such services are furnished to the Condominium:

a. Concierge Services;

b. Package receipt and notification;

c. Sidewalk cleaning and snow removal; and

d. Trash Removal.

2. The Townhouse Owner shall pay to the Condominium, as fees for such services, the sum of Two Thousand Dollars ($2,000) per month for each Townhouse. Such payments shall be made on the first day of each and every month, and may be (but shall not be required to be) invoiced therefor by the Condominium the Townhouse Owner. The Townhouse Owner shall, upon execution hereof, pay in advance to the Condominium the sum of Ninety-Six Thousand Dollars ($96,000) representing twenty-four (24) months' of services for each of the two (2) Townhouses. However, and notwithstanding anything to the contrary herein, the Townhouse Owner shall notify the Condominium as to when such services shall commence as to each Townhouse. The Condominium shall allocate the aforesaid advance payment in accordance with such notification and commence sharing services as indicated thereby. Furthermore, the Condominium agrees and acknowledges that the services provided to any Townhouse may not

commence simultaneously or may not be co-extensive in time.

3. After the end of the twenty-four (24) month period, either of the Parties hereto may elect to terminate this Agreement, upon no less than sixty (60) days' prior written notice to the other. Notice may be provided by certified mail, return receipt requested, overnight delivery (by a nationally-recognized delivery service, e.g., FedEx or UPS), or personal delivery (by hand/via messenger).

4. The Townhouse Owner hereby grants to the Condominium a license to enter upon the Townhouses in the event of an emergency for the purpose of performing any of the service contemplated hereunder.

5. The Condominium shall have no liability to the Townhouse Owner for any failure, defect or interruption of, or change in the supply, character and/or quality of services furnished to the Townhouse(s) for any reason, as long as any such failure, defect or interruption, etc. also affects the Condominium Units. Furthermore, the Condominium shall have no liability to the Townhouse Owner for any failure, defect or interruption of, or change in the supply, character and/or quality of services furnished to the Townhouse(s) for any reason, except if attributable to the gross negligence or willful misconduct of the Condominium. The Townhouse Owner hereby acknowledges that the Condominium may hire independent contractors to provide the service contemplated hereunder, in its sole discretion.

6. This Agreement, unless terminated as aforesaid, shall be binding upon the Parties hereto, their successors and assigns.

7. This Agreement cannot be changed or modified orally or in any manner than by an agreement in writing signed by both (or all) Parties.

8. This Agreement is binding upon and shall inure to the benefit of the Parties hereto, their respective heirs, legal representatives, successors and assigns. This Agreement is intended to be for the sole benefit of the Parties hereto, their respective heirs, legal representatives, successors

and assigns, and none of the provisions of this Agreement are intended to be, nor shall they be construed to be, for the benefit of or enforceable by any person not a party hereto. No party, other than the named Parties hereunder, shall be liable hereunder as a disclosed or undisclosed principal. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing such instrument to he drafted. Wherever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter terms.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

10. This Agreement may be executed in one or more counterparts, and all such counterparts shall constitute one agreement binding on the parties notwithstanding that both of the Parties are not signatories to the original or same counterpart.

IN WITNESS WHEREOF, the Parties hereto have duly executed this agreement the day and year first above written.

THE BOARD OF MANAGERS OF THE 34 PRINCE STREET CONDOMINIUM

By: _____
Abby Hamlin, president

34 PRINCE STREET EQUITIES LLC

By: _____
Francis Greenburger, Co-Manager

(AMENDED AND RESTATED) DECLARATION OF CONDOMINIUM

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Condominium Number 2497A

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

34 PRINCE STREET CONDOMINIUM
34 Prince Street
New York, New York 10012

Pursuant to Article 9-B of the Real Property Law of the State of New York

Proponents of this Amendment and Restatement:

Trustees of Saint Patrick's Cathedral in the City of New York
c/o The Archdiocese of New York
1011 First Avenue
New York, New York 10022

34 Prince Equities LLC
c/o Time Equities Inc.
55 Fifth Avenue, 15th Fl.
New York, NY 10003

Date of Amendment and Restatement of Declaration: _____

The land affected by the within instrument lies in Section 2, Block 494, Lots 1201 through 1209 on the Tax Map of the Borough of Manhattan, City of New York

Record and Return to:

Philip Brody, Esq.
Time Equities Inc.
55 Fifth Avenue, 15th Fl.
New York, NY 10003

INDEX TO DECLARATION

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Exhibits

A. Description of the Land
B-1. New Description of the Units
B-2 Description of Units from Original Declaration
C. Definitions
D. By-Laws

AMENDED AND RESTATED DECLARATION
OF
34 Prince Street Condominium

(Pursuant to Article 9-B of the Real Property Law of the State of New York)

In accordance with a condominium declaration dated July 1, 2014, and recorded in the Register's Office on July 18, 2014 as CRFN 2014000240875 ("**Original Declaration**"), the Trustees of Saint Patrick's Cathedral in the City of New York, having an office c/o The Archdiocese of New York, 1011 First Avenue, New York, New York 10022 ("**Declarant**"), established the 34 Prince Street Condominium (the "**Condominium**") containing the Initial Residential Unit ("**IRU**") and the Community Facility Unit ("**CFU**"). Simultaneously with the recording of the Original Declaration, Declarant caused to be recorded in the Register's Office as CRFN 2014240876 certain Tax Lot Drawings for the Condominium certified by Marvel Architects, PLLC (the "**Original Tax Lot Drawings**") depicting the Units as-built on the date of such certification. Thereafter, Declarant conveyed the IRU to 34 Prince Equities LLC, having an office c/o Time Equities Inc., 55 Fifth Avenue, 15th floor, New York, New York 10003 (referred to herein as "**Sponsor**"). Declarant retained, and continues to own, the CFU. Declarant and Sponsor, comprising the Unit Owners of all the Units of the Condominium, pursuant to Article 18 of the Original Declaration, desire to amend and restate the Original Declaration in its entirety in order that, among other things, Sponsor may effectuate subdivision of the IRU into Residential Units. In addition, Sponsor desires to amend the Original Tax Lot drawings to reflect the subdivision of the IRU into said Residential Units and Declarant wishes to amend the Original Tax Lot Drawings to reflect certain construction modifications to the CFU. Accordingly, Declarant and Sponsor hereby agree that effective as of the recording of this document (the "**Amended and Restated Declaration**"), the Original Declaration is amended and restated in its entirety by the terms set forth herein, and this Amended and Restated Declaration is hereinafter referred to as the "**Declaration**." Declarant and Sponsor also agree that the Original Tax Lot Drawings are simultaneously being amended and restated in their entirety by the Amended and Restated Tax Lot Drawings, and effective upon the recording of same, said Amended and Restated Tax Lot Drawings are hereinafter referred to as the "**Tax Lot Drawings**."

ARTICLE 1

DEFINITIONS

All capitalized terms used in this Declaration that are defined in any of the Articles hereof shall have the meanings ascribed to them in such Articles, unless the context in which the same are used shall otherwise require. All capitalized terms used in this Declaration that are not otherwise defined in the Articles hereof will have the meanings set forth in **Exhibit C** annexed hereto, unless the context in which they are used shall otherwise require. All capitalized terms that are not separately defined herein or in **Exhibit C** annexed hereto shall have the meanings given to those terms in the By-Laws. Each of the said capitalized terms shall be applicable to singular and to plural nouns, as well as to verbs of any tenses.

ARTICLE 2

SUBMISSION OF THE PROPERTY

2.1 Declarant, as the then fee owner of the Property (hereinafter defined), submitted the Land and 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 including, without limitation, the Development Rights (collectively, the "**Property**") by the Original Declaration, to the provisions of the Condominium Act, and pursuant thereto established the Condominium known as "34 Prince Street Condominium."

2.2 The Excess Development Rights may be sold, transferred or otherwise conveyed by the Board on behalf of the Unit Owners and the proceeds of any transaction shall be allocated by the Board among the Unit Owners on the basis of Common Interest, except that all proceeds payable to Residential Unit Owners shall be payable to Sponsor during such time as Sponsor owns a Residential Unit. The Board shall, with the cooperation of the Unit Owners, execute any and all documents in connection with the conveyance or other action respecting the Excess Development Rights. No transaction respecting Excess Development Rights may be entered into or otherwise made without the approval of a majority of the Residential Members as well as the CFU Member of the Board, in which event the Board will effectuate the transaction pursuant to powers of attorney executed by each Unit Owner.

2.3 Annexed to this Declaration as **Exhibit D** and made a part hereof are the Amended and Restated By-Laws of the Condominium, which set forth detailed provisions governing the operation, use and occupancy of the Condominium (said By-Laws, as they may be amended from time to time, are hereinafter referred to as the "**By-Laws**").

2.4 In addition to this Declaration, the interests of all Unit Owners and occupants are subject and subordinate to the provisions of that certain Reciprocal Easement Agreement and Declaration entered into by 34 Prince Equities LLC and the Board and recorded September 4, 2014 in the Register's Office as CRFN 2014000294141 (as same may be amended from time to time in compliance with its terms, the "**REA**"), which REA governs the relationship between the Unit Owners and the owner of the adjacent townhouse property on the west having the address 38 Prince Street (the "**Townhouse Property**"), and delineates certain rights and obligations affecting the Board, Unit Owners and occupants of the Condominium and the owner of the Townhouse Property (the "**Townhouse Owner**") with respect to certain Common-Benefit Improvements, as said term is defined in the REA.

ARTICLE 3

THE LAND

The Land is all that certain tract, plot, piece and parcel of land situate, lying and being in the Borough of Manhattan, in the City, County and State of New York, and more particularly

described in **Exhibit A** annexed hereto and made a part hereof. The Land has an area of approximately 8,988 square feet.

ARTICLE 4

THE BUILDING

The Building comprises a cellar, basement (partially below grade) and four (4) additional floors and a penthouse level on the Mott Street side of the Property with four floors on the Prince Street side of the Property. The Building is constructed of masonry and stone or wood. The Building is classified as Construction Class IIIA-Combustible. The Building contains the CFU which occupies part of the basement, first floor and second floor and Residential Units (individually a "**Residential Unit**" and collectively, "**Residential Units**"), which, occupy part of the basement, first, second, third, fourth and penthouse Floors. No part of the Residential Units are located in the cellar. The portion of the Building formerly known as the IRU under the Original Declaration, now comprises Residential Units, Residential Common Elements and Residential Limited Common Elements and is collectively referred to as the "**Residential Section.**"

ARTICLE 5

THE UNITS

5.1 The owner of the CFU is herein called the "**CFU Owner**." The owner of a Residential Unit (other than Sponsor while it owns a Residential Unit) is herein called a "**Residential Unit Owner**," and collectively, "**Residential Unit Owners**." The CFU Owner and the Residential Unit Owners are herein collectively called "**Unit Owners**" and each, individually, is called a "**Unit Owner**." As set forth above, as of the date of this Declaration there exists one (1) CFU, identified on **Exhibit B-1** annexed hereto as the "CFU" and seven (7) Residential Units, each of which is identified on **Exhibit B-1** annexed hereto as "**RES.**"

5.2 **Exhibit B-1** annexed hereto and made a part hereof sets forth the following data with respect to each Unit necessary for the proper identification thereof: (i) its designation; (ii) its tax lot number; (iii) its approximate location in the Building; (iv) its approximate area; (v) the approximate area of the Limited Common Elements restricted to that Unit, if any; (vi) the number of rooms contained therein (for Residential Units only); (vii) the Common Elements to which such Unit has immediate access; and (viii) the Common Interest of such Unit. The precise location of each Unit within the Building is shown on the Tax Lot Drawings.

5.3 **Exhibit B-2** annexed hereto and made a part hereof is a copy of Exhibit B that was attached to the Original Declaration and is included here for reference purposes only, as required by the NYC Department of Finance.

5.4 Each Unit consists of the area measured horizontally on each of one or more floors from the exterior side of the exterior walls of the Building to the midpoint of the interior walls and partitions separating the Unit from corridors, stairways, elevator shafts, other General Common Elements, Limited Common Elements or other Unit, or to the opposite exterior side of

the exterior walls of the Building as the case may be. Columns and mechanical pipes (whether along the perimeter or within the Units) are not deducted from the square footage of the Units. Measured vertically, a Unit consists of the volume from the top of the floor slab below (located under the finished flooring and subflooring materials) to the underside of the floor above. Any Common Elements located within any Unit shall not be considered part of that Unit and in any instance where a floor of a Unit is above or below a floor of the same Unit, the floor slab structure between such floors shall not be part of such Unit.

5.5 Each Unit includes the front entrance door and any other entrance doors and patio doors to such Unit, all windows (including panes, casements and frames) including skylights installed in or on a Unit, the sheetrock comprising the walls and ceilings of a Unit, stairs, fire places, fire staircases and landings located exclusively within the Unit, if any, all plumbing, sprinkler, gas, and heating fixtures and equipment such as refrigerators, dishwashers, heating, ventilating and air conditioning ("HVAC") units (including the fans inside such units), ranges and other appliances, smoke detectors and carbon monoxide detectors as may be affixed, attached or appurtenant to such Unit and as may be within such Unit and serving such Unit exclusively. Plumbing, sprinkler, gas and heating fixtures and equipment as used in the preceding sentence shall include exposed gas and water pipes from branch or fixture shut-off valves attached to fixtures, appliances and equipment and the fixtures, appliances and equipment to which they are attached, and any special pipes or equipment that a Unit Owner may install within a wall or ceiling, or under the floor; but shall not include gas, water or other pipes, conduits, wiring or ductwork within the walls, ceilings or floors except to the extent such pipes, conduits, wiring or ductwork exclusively serves only that Unit. Each Unit includes (i) all lighting and electrical fixtures and equipment within the Unit, and (ii) any special equipment, fixtures including Facilities affixed within the Unit and serving or benefiting only that Unit. Notwithstanding anything contained in this Article 5 to the contrary, each Unit Owner will have the right to install, at such Unit Owner's sole cost and expense, decorations, fixtures and coverings (including, without limitation, painting, finishing, wall-to-wall carpeting, flooring, pictures, mirrors, shelving and lighting fixtures) on the surfaces of the walls, ceilings and floors that face the interior of the Unit owned by such Unit Owner, 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 or mechanical and electrical systems of such Unit or of the Building or result in a violation of any law, ordinance or regulation of any governmental authority having jurisdiction.

5.6 As of the date of the recording of this Declaration in the Register's Office, fee simple absolute title in the CFU remains vested in Declarant and title to all Residential Units vests automatically in Sponsor without the need to execute specific and particular deeds or indentures for each and every Residential Unit.

ARTICLE 6

COMMON ELEMENTS

6.1 The Common Elements consist of the entire Property, including the Land and all parts of the Building and improvements thereto, other than the Units. The Common Elements

include, but are not limited to, those rooms, areas, corridors, spaces and other parts of the Building and Facilities that are for the common use of the Units and the Unit Owners or that are necessary or convenient for the existence, maintenance or safety of the Property.

6.2 The Common Elements will remain undivided, and no Unit Owner or other Person shall bring or shall have the right to bring any action for partition or division thereof, except as may be specifically provided for herein and in the By-Laws.

6.3 The Common Elements consist of the General Common Elements, which are described in Section 6.4 below, and the Limited Common Elements, which are described in Section 6.5 below.

6.4 The "**General Common Elements**" consist of the Land and those rooms, areas, corridors and other parts of the Property (other than the Units), as well as those Facilities therein, either currently or hereinafter existing for the common use of all of the Units or Unit Owners, to the exclusion of none, or that are necessary for, or convenient to, the existence, maintenance, management, operation, or safety of the Property. Without intention to limit the generality of the foregoing in any respect, the General Common Elements include the following:

6.4.1 the Land, together with all easements, rights, and privileges appurtenant thereto;

6.4.2 all foundations, footings, columns, beams, supports, structural exterior walls, facades, girders, floor and ceiling slabs in, on or under the Building together with those interior walls and windows (including panes, easements and frames) which are not installed in or on a Unit;

6.4.3 all central and appurtenant installations and Facilities for services such as power, light, telephone, intercom, gas, sewer, plumbing, drainage, hot and cold water distribution, heat and other mechanical, electrical, fire safety, sprinkler and drainage systems, which service both the Residential Section and the CFU and are not included as part of a Unit or Limited Common Elements;

6.4.4 floor and fire rated separations between the second and third floors of the portion of the Building on the Prince Street side of the Property below which is the CFU and above which is a Residential Unit;

6.4.5 the Condo Front Fence located on or near the Property where the Property abuts the public sidewalk of Prince Street, which Condo Front Fence does not include the portion of the Front Fence in front of the Townhouse Property, and even if not located on the Property, shall be treated as a General Common Element and maintained in accordance with the REA;

6.4.6 the Non-CFU Front Fence;

6.4.7 electrical services room in cellar;

6.4.8 sprinkler room in cellar;

6.4.9 sewer ejector room in cellar;

6.4.10 meter room in cellar;

6.4.11 waterproofing under the CFU Front Yard;

6.4.12 telecommunications room;

6.4.13 the utility space/storage area located on the cellar level on the Prince Street side of the Building and specified as General Common Elements on the Tax Lot Drawings; and

6.4.14 any other Facilities in the Building and parts of the Property that serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of all of the Property and are not a part of any Unit or any Limited Common Elements.

6.5 The General Common Elements do not include any sidewalks unless located within the boundaries of the Property but all sidewalks adjacent to the Property shall be maintained as if they were General Common Elements to the extent such maintenance is required by Applicable Law.

6.6 Any element not listed above but identified as a Common-Benefit Improvement (as said term is defined in the REA) under the REA, with the exception, however, of the Roof and the "Stormwater Diversion System" (as said term is defined in the REA), shall be treated as a General Common Element under the Condominium Documents (it being understood, however, that such treatment is not deemed to expand the Property to include such items if not located on the Property, but only to facilitate maintenance responsibilities and arrangements with the Townhouse Owner, under the REA, for such elements). The Condominium's responsibility for maintaining and/or contributing to the cost of maintaining such Common-Benefit Improvements except for the Roof and Stormwater Diversion System, shall be in accordance with the maintenance standards of the REA and shall be considered a General Common Expense of the Condominium.

6.7 The Limited Common Elements consist of those Common Elements that serve or benefit exclusively (a) the Residential Section, in which event they are called "Residential Common Elements," (b) only one or more but less than all of the Residential Units or one or more but not all of the Residential Unit Owners, in which event they are called "Residential Limited Common Elements" and (c) the CFU, in which event they are called "CFU Common Elements." Without limiting the generality of the foregoing:

6.7.1 Residential Common Elements include the following:

(i) entrance to Residential Section lobby, exterior doors and door frames for such entrance and Residential Section lobby (including vestibule);

(ii) mail boxes in Residential Section lobby for the Residential Units;

(iii) exterior lighting for the entrance to Residential Section Lobby and for the Interior Courtyard Garden, interior lighting in Residential Section lobby, Residential Section corridors and cellar areas that are part of the Residential Section;

(iv) windows (including panes, casements and frames) in the Residential Section, excluding windows (including panes, easements and frames) of any Residential Unit:

(v) passenger elevator servicing the Residential Units and elevator override through the roof of the fourth floor;

(vi) trash chute, trash room and compactor in cellar;

(vii) audio/video intercom system for the Residential Section;

(viii) boilers and domestic hot water heaters in the mechanical equipment or boiler rooms located in the cellar and all related equipment, storage tank, valves, controls, fans and piping servicing exclusively the Residential Section lobby and Residential Section corridors and other areas of the cellar that are part of the Residential Section;

(ix) heating equipment, valves, controls, fans and piping serving exclusively the Residential Section, (including those for the Residential Section Lobby, corridors, and Residential Section areas in the cellar);

(x) HVAC equipment serving exclusively the Residential Section (including roof mounted condensers, the fan coil equipment in the cellar and air conditioning distribution duct work, pipes, valves and controls);

(xi) emergency generator and associated equipment serving exclusively the Residential Section located on Roof above the penthouse level;

(xii) electric meters and panels, electric closets, feeders, risers and Facilities, gas meters and gas meter serving exclusively the Residential Section;

(xiii) meters measuring water (including sprinklers) consumption exclusively by the Residential Section:

(xiv) gas meters measuring exclusively gas consumption for the emergency generator on the Roof above the penthouse level, cooking and domestic hot water for Residential Units, and for fireplaces for certain Residential Units;

(xv) plumbing drains and risers, exhaust and supply ducts and fans, mechanical vents and mechanical equipment, supply and returns for heating, and all other Facilities in the floor and ceilings serving or benefiting exclusively the Residential Section;

(xvi) CATV risers, direct burial telephone and other telecommunications cables and all other Facilities located on the Property serving or benefiting exclusively the Residential Section;

(xvii) utility/mechanical spaces/storage located at cellar level of the Building;

(xviii) Interior Garden Courtyard on the south side of the Building;

(xix) exterior entrances to the Residential Section and from the Interior Garden Courtyard;

(xx) fence between Residential Unit 1B and Interior Garden Courtyard;

(xxi) fence between the Interior Garden Courtyard and the Townhouse Property and fence between Interior Garden Courtyard and adjacent property on the east at 233 Mott Street;

(xxii) Stormwater Diversion System, including, but not limited to, downspouts located between the Property and the Townhouse Property, downspouts installed on the Building at the corner of Prince Street and Mott Street and any other Roof structures and elements located on the Property, but excluding the drains in the CFU Front Yard;

(xxiii) the Roofs except for any Unit Roof Terrace;

(xxiv) load bearing walls located within the Residential Section;

(xxv) fire staircases and their landings from the cellar to the penthouse level and separate penthouse level stairs to the Roof above the penthouse level;

(xxvi) bathroom, the fitness room, bike storage room, dry cleaning closet, package storage room, recreational room, refrigerated storage room, wine room, any storage areas in the cellar for the Residential Section and any room with storage cages for the Residential Units, to the extent same are indicated on the Tax Lot Drawings to be Residential Common Elements.

(xxvii) all passages, hallways, elevators and stairways, all mechanical space and all other rooms, areas, spaces and other parts of the Building that are not part of any Unit or any General or Limited Common Element and that serve or benefit exclusively the Residential Units or the Residential Unit Owners;

(xxviii) any exterior signage installed by Sponsor or the Residential Committee for the Residential Section in accordance with the Condominium Documents; and

(xxix) all other Facilities (excluding Facilities that are part of the Residential Units or Residential Limited Common Elements) exclusively serving or benefiting the Residential Section, or that are necessary or convenient for the existence, maintenance,

operation or safety of the Residential Section or its occupants, to the exclusion of the CFU and the General Common Elements.

6.7.2 The Condominium's responsibility for maintaining and/or contributing to the cost of maintaining the Roof, and the Shared Cost Roof as defined in the REA and the Stormwater Diversion System except for the drains in the CFU Front Yard shall be shared only among the Residential Unit Owners and shall be a Residential Common Expense.

6.7.3 The Residential Limited Common Elements include the following:

(i) the Unit Roof Terraces above the third floor, fourth floor and penthouse level including the bulkhead appurtenant to Residential Unit 4B, as shown on the Tax Lot Drawings;

(ii) the rear patio and garden at the basement level appurtenant to Residential Unit 1B as shown on the Tax Lot Drawing together with waterproofing;

(iii) each cellar storage cage allocated to a Residential Unit as shown on the Tax Lot Drawings;

(iv) the portion of the Front Yard on the Prince Street side of the Building identified as the Non-CFU Front Yard on the Tax Lot Drawings, which shall be for the exclusive use of Unit 2A, and the owner of Unit 2A shall be responsible, at his or her sole cost and expense, for the maintenance, repair and replacement of the drains in the Non-CFU Front Yard.

(v) the portion of the equipment, fixtures or Facilities serving or benefiting one or more (but not all) Residential Units, to the extent located within another Residential Unit or other Residential Units or located within a Residential Common Element to which there is direct and exclusive access from the interior of the Residential Units or Units so served or benefited; and which shall be for the exclusive use of the owners of the Residential Unit or Units so served or benefited;

(vi) all other Facilities (excluding Facilities that are part of the Residential Units or Residential Common Elements) exclusively serving or benefiting one or more (but not all) of the Residential Units or that are necessary or convenient for the existence, maintenance, operation or safety of one or more (but not all) Residential Units; and

(vii) roof mounted condensers on the Roof above the penthouse level allocated to each of the Residential Units, as shown on the Tax Lot Drawings.

6.7.4 the CFU Common Elements include the following subject to the provisions of Section 5.4:

(i) Basement and first floor entranceways to the CFU, including exterior steps, railings along the steps, planter boxes and all other areas of the front entry yard and shown on the Tax Lot Drawings as the CFU Front Yard (collectively, the "**CFU Front Yard**"), the drains in the CFU Front Yard, and outdoor lighting directly in front of the CFU on Prince Street,

which CFU Front Yard shall not include the Condo Front Fence, the Property Line Fence, or the Non-CFU Fence, which fences are addressed under General Common Elements above;

(ii) Plumbing risers, exhaust ducts, mechanical vents and mechanical equipment, supply and returns for heating, and all other Facilities in the floor and ceilings serving or benefiting exclusively the CFU;

(iii) load bearing walls located within the CFU;

(iv) the Lift adjacent to the CFU on the north (Prince Street) side of the Building as shown on the Tax Lot Drawings within the CFU Front Yard;

(v) the service switch and conduit serving the CFU located in the electrical services room in the cellar;

(vi) the three (3) condensers serving the CFU exclusively, located on the Penthouse Level Mechanical Terrace, initially in the location set forth on the Tax Lot Drawings, which may be relocated, subject to the approval of the Board.

(vii) all other Facilities (excluding Facilities that are part of the CFU) exclusively serving or benefiting the CFU, or that are necessary or convenient for the existence, maintenance, operation or safety of the CFU to the exclusion of the Residential Section and the General Common Elements.

6.8 The CFU Owner shall be responsible, at its sole cost and expense, for the maintenance, repair and replacement of the drains in the CFU Front Yard.

ARTICLE 7

USE OF BUILDING AND UNITS

7.1 In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of the Units shall be restricted to, and shall be in accordance with, the terms contained in this Article 7 and as otherwise expressly provided in this Declaration or the By-laws.

7.2 A Residential Unit may be used for residential purposes and any other lawful purposes subject, however, to (1) the terms and conditions of the certificate of occupancy covering the Building; and (2) Applicable Law except as otherwise prohibited herein. Not more than one family may occupy a Residential Unit at any one time. A Residential Unit owned or leased by an individual, corporation, partnership, limited liability company, fiduciary, or any other Person may be occupied only by such individual, or by an officer, director, stockholder or employee of such corporation, or by a partner or employee of such partnership, or by an individual member or employee of such limited liability company, or by an officer, director, stockholder, partner, employee or individual member of any corporate, partnership or limited-liability-company member of such limited liability company, or by such fiduciary, if an individual (or by an officer, director, stockholder or employee of a corporate fiduciary, or by a partner or

employee of a partnership fiduciary or by a member or employee of a limited-liability-company fiduciary), or by the beneficiary of such fiduciary, or by a principal or employee of such other Person, respectively, or by family members or guests of any of the foregoing (however, nothing contained in this sentence shall be deemed to prohibit the exclusive occupancy of any Unit by such family members or guests). Notwithstanding the foregoing, Sponsor (or, when Sponsor no longer owns any Residential Units, the Board) may, in its sole discretion, permit Persons other than those set forth above to occupy a Unit. In no event, however, shall a portion of a Residential Unit (as opposed to the entire Residential Unit) be sold, conveyed, leased or subleased, and no transient occupant (other than a guest permitted under this Section 7.2) may be accommodated therein.

7.3 Any Residential Unit may be used as a professional or business office, or for any home occupation use or for any purpose, provided that the nature and manner of such use complies with Applicable Law, does not violate the certificate of occupancy of the Building, and does not materially adversely affect the use and enjoyment of neighboring or adjacent Residential Units for residential purposes, or the use and enjoyment of the CFU for its permitted purposes, or impose undue burdens on any building systems or staff.

7.4 Sponsor may, without the consent of the Board or Unit Owners, use or grant permission for the use of any of its Residential Units as a professional or business office or for any other purpose, including, without limitation, use of any one or more of its Units as model units and offices for the sales, promotions, management and operation of its Units, or lease its Units to third parties for their occupancy, provided only that the nature and manner of such use complies with Applicable Law and does not violate the certificate of occupancy of the Building.

7.5 Neither the Residential Units nor any other portion of the Residential Section may be used for a hotel, hostel or other transient purposes, or as a group home for troubled youth or adults or otherwise, or for residents dealing with drug or alcohol problems, or for special needs populations or for obscene or pornographic purposes or for any purpose directly or indirectly related to family planning. Advertising, posting or listing Units for transient use is prohibited.

7.6 No Unit may be used (a) for any illegal or pornographic purposes or (b) as an establishment in which are provided sex-related activities consisting of nude or semi-nude live performances, sex clubs, massage parlors, adult book stores, peep shows or (c) as a homeless shelter or (d) as a drug or alcohol rehabilitation facility.

7.7 Except as provided in Section 7.6 above, the CFU may be used for any lawful purpose, including without limitation, community facility and residential purposes or as a department or other retail store or outlet, storage facility, theater, bank, restaurant or professional office or studio subject, however, to (1) the terms and conditions of the then-existing certificate of occupancy covering the CFU; and (2) Applicable Law. The CFU Owner shall be responsible for altering the CFU in accordance with Applicable Law for any intended use, including amending the certificate of occupancy consistent with Applicable Law in order to permit such use.

ARTICLE 8

ALTERATIONS TO THE RESIDENTIAL SECTION

8.1 Except to the extent prohibited by law, Sponsor shall have the right, without the vote or consent of the Board or other Unit Owners, to: (a) make alterations, additions or improvements to any Unsold Residential Units; (b) change the use (subject to Section 7.2 above) or layout of, or number of rooms in, any Unsold Residential Units from time to time; (c) change the size and/or number of Unsold Residential Units by subdividing one or more Unsold Residential Units into two or more separate Residential Units; by combining separate Unsold Residential Units (including those resulting from such subdivision or otherwise) into one or more Residential Units; or by altering the boundary walls between any Unsold Residential Units, or otherwise, including incorporating into an Unsold Residential Unit those Common Elements (such as a portion of a hallway used exclusively by the occupant(s) of such Unsold Residential Unit) that exclusively benefit such Unsold Residential Unit; (d) designate a Residential Common Element, or a Residential Limited Common Element as part of a newly created Residential Unit, Residential Common Element or Residential Limited Common Element and (e) if appropriate, reapportion among the Unsold Residential Units affected by such change in size, use or number pursuant to the preceding clauses (b) and (c) their Common Interest; provided, however, that (i) the Common Interest of any other Units (other than Unsold Residential Units) shall not be changed by reason thereof unless the owners of such Units shall consent thereto; (ii) Sponsor shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and all work shall be performed by licensed and insured contractors in accordance with Applicable Law, and Sponsor shall repair any damage caused by its work and agree to indemnify and hold the Condominium, the Board, the Residential Committee and all other Unit Owners harmless from any liability arising therefrom; and (iii) the soundness or structural integrity of any part of the Building or the safety of any Unit Owner, tenant or other Person shall not be jeopardized by reason thereof. In the event Sponsor enters into Purchase Agreements to sell Residential Units and agrees to perform or supervise the work, change, designation or apportionment in a particular Residential Unit post closing, Sponsor may at its sole option designate the Unit Owner to whom it sold that Residential Unit to have any of the foregoing rights, provided, however, same may be exercised subject to the consent of the Board not to be unreasonably withheld or delayed. No reapportionment of the Common Interest appurtenant to any Residential Unit shall be made unless there is first delivered to the Board a written certification stating that the Common Interest of the respective Units immediately after such reapportionment will be based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit. All work described herein by the Sponsor shall be at the sole cost and expense of the Sponsor. The Sponsor shall take steps to avoid disturbing any other Unit Owner. If damage necessitating repair or replacement is caused by the Board or another Unit Owner or a tenant, licensee, agent or other permittee of the Board or other Unit Owner, the cost of such repair shall the responsibility of the Board or Unit Owner, as applicable.

8.2 The foregoing rights may be exercised by Sponsor, or Unit Owner to whom Sponsor delegates such rights in accordance with Section 8.1 above, without the consent or

approval of the selling agent, the Managing Agent, the Board, any Unit Owner, any mortgagee or any other party. Sponsor however, will first obtain the approval of all governmental authorities having jurisdiction thereof whose approval is required by Applicable Law. In addition, if a Purchase Agreement has been executed and delivered to Sponsor with respect to a Residential Unit and the Purchaser thereunder is not in default, Sponsor will not materially and adversely change the size or layout of such Residential Unit or the Common Interest without the written consent of the Purchaser.

8.3 If Sponsor changes the size or number of Unsold Residential Units, Sponsor will increase or decrease the Common Interests appurtenant thereto accordingly. Under no circumstances will the Common Interest of the CFU be changed as a result of any such subdivision. The aggregate amount of the Common Interests of all the Units, however, will always remain at 100%. As a result of any reapportionment of the Common Interests appurtenant to Unsold Residential Units, the amount of the Common Charges payable by the owners of the Unsold Residential Units affected thereby will be increased or decreased proportionately, but the amount of the Common Charges payable by the owners of Units unaffected thereby will not vary.

8.4 The Declaration will be amended to reflect any change in the size or number of Residential Units or their respective Common Interests, or any material change in the size or quality of the Residential Common Elements and the layout and number of rooms in Unsold Residential Units. The Declaration may be amended after the layout and number of rooms in Unsold Residential Units have been changed.

8.5 Any change in the number of Residential Units or number of rooms within a Residential Unit, or in the size of any Residential Unit resulting from a subdivision or combination or alteration of boundary walls as aforesaid, or otherwise, or in the Common Interest of any Residential Unit, shall be reflected in a duly recorded amendment to the Declaration. Sponsor, as the owner of an Unsold Residential Unit, will have the right itself to so amend the Declaration to effectuate such change, without the Board, any other Unit Owners, any mortgagee or any other party consenting to or executing such amendment. No change in a Unit's Common Interest will be made, however, without the prior written consent of the owner of such Unit having been obtained.

8.6 To the extent permitted by Applicable Law, if the size or configuration of a Unit is changed in compliance with the Condominium Documents and, in connection therewith, a wall, space or other area forming a part of the Common Elements servicing and benefiting only such Unit is razed or incorporated in the Unit, then such Common Element shall be deemed for the exclusive use and benefit of the owner of such Unit and the Unit's Common Interest will remain unchanged.

8.7 Consistent with the provisions of Section 8.1 and 8.2 hereof, Sponsor shall have the right to delegate any of its rights set forth in this Article 8 to any Residential Unit Owner to whom it sells a Unit, with respect to Owner's own Unit only. The provisions of this Article 8 may not be added to, amended, modified or deleted without the prior written consent of Sponsor for so long as Sponsor owns any Residential Units.

8.8 Notwithstanding anything in this Declaration to the contrary, in no event may any amenity serving the Residential Section as a Residential Common Element, or incorporated into a Residential Unit, such as, without limitation, a pool or gymnasium or lounge or other community or party room with or without a catering kitchen, be constructed or located in the portion of the Residential Section above the CFU on the third floor or fourth floor of the north (Prince Street) side of the Building. Further provisions governing procedures to be followed by a Residential Unit Owner seeking to alter its Residential Unit are set forth in Article 6 of the By-laws.

8.9 The Owner of Unit 2A shall maintain and operate the Non-CFU Front Yard in a first class manner and in accordance with Applicable Law, Landmarks Preservation Commission guidelines, and consistent with Front Yard Standards set forth in the REA. The Owner of Unit 2A may install, without limitation, statues, sculptures and other artwork in accordance with applicable guidelines of the Landmarks Preservation Commission.

ARTICLE 9

ALTERATIONS TO THE CFU

9.1 Except to the extent prohibited by Applicable Law, the CFU Owner shall have the right, at its sole cost and expense, to: (1) decorate or make alterations, additions or improvements, whether interior or exterior, ordinary or extraordinary, in, to and upon the CFU without the consent of Sponsor, any other Unit Owner, the Board, or any other party; (2) change the layout or number of rooms in the CFU from time to time; (3) change the CFU by subdividing the same into any desired number of CFU's and/or Residential Units, combining any Units or altering the boundary walls between any Units resulting therefrom; and (4) reapportion among the newly created Units resulting from any subdivision, combination or otherwise, their Common Interest, which such reapportionment shall be based upon floor space, subject to the location of such space, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit, and provided further that in no case may such reapportionment result in a greater percentage of Common Interest for the total of the new Units than existed for the original Unit. The CFU Owner shall be obligated to repair any damage caused by its work outside of its Unit and shall properly restore the condition of the area outside of its Unit. The CFU Owner shall indemnify and hold harmless the Condominium, the Residential Unit Owners, the Board and the Residential Committee in connection with any claim, cost or expense or damages caused by the CFU Owner to a General Common Element, a Residential Unit or Residential Common Element in connection with work performed by or at the behest of the CFU Owner. CFU Owner shall be responsible to maintain, repair and/or replace the louver described in Section 14.4 as and if necessary. The CFU Owner shall take commercially reasonable steps to avoid disturbing any other Unit Owner. If damage necessitating repair or replacement to the CFU or the CFU Common Elements is caused by the Board or another Unit Owner or a tenant, licensee, agent or other permittee of the Board or other Unit Owner, the cost of such repair shall the responsibility of the Board or Unit Owner, as applicable.

9.2 Any alteration by the CFU Owner (i) shall be performed in accordance with Applicable Law by licensed and insured contractors and the CFU Owner shall agree to hold the

Board and all other Unit Owners harmless from any liability arising therefrom; and (ii) shall not materially and adversely affect any structural elements of the Building or any part thereof or any building systems that serve other Units or General Common Elements and the safety of any Unit Owner, tenant or other Person shall not be jeopardized by reason thereof. The Common Interest of any Unit owned by a party other than the party subdividing the CFU Unit or a Unit created from the subdivision thereof, may not be changed without the consent of that other party. The CFU Owner, upon reallocation of Common Interest among Units created from subdivision of the CFU, shall certify to the Board in writing that such reallocation conforms to the provisions of New York Real Property Law §339-i(1)(iv). Any of the aforementioned actions may be taken by the CFU Owner or Owners without the approval of the Board. Any such change in size and/or number of Units shall be reflected in a duly recorded amendment to the Declaration, and any such changes shall be made in compliance with Applicable Law. The CFU Owner shall have the right to amend the Declaration to effectuate such change, without the Board, any other Unit Owners, any mortgagee or any other party consenting to or executing such amendment. The provisions of this Article 9 may not be added to, amended, modified or deleted without the prior written consent of the Owner of the CFU or the Owner of any Unit created by the subdivision of the CFU.

9.3 The CFU Owner shall be permitted, at its sole cost and expense, to subdivide the CFU into separate Units for residential and/or community facility purposes and/or any other lawful purpose in order to sell or lease or otherwise use such subdivided Units without the consent of the Board, the Sponsor, or any other Unit Owner, subject to compliance with Applicable Law. In the event of such subdivision of the CFU, the CFU Front Yard shall remain a Limited Common Element appurtenant to one or more of the Units created from the subdivision, as CFU Owner shall in its sole discretion determine and provide in the subdivision documents. Subject to the foregoing provision, if the CFU is subdivided to become one or more Residential Units, the Unit Owners of those Residential Units will be obligated to comply with this Declaration and the By-Laws and the Rules and Regulations in the same manner as then existing Residential Unit Owners.

9.4 The CFU Owner shall maintain and operate the CFU Front Yard in a first class manner and in accordance with Applicable Law, Landmarks Preservation Commission guidelines, and Front Yard Standards set forth in the REA. The CFU Owner may install, without limitation, statues, sculptures and other artwork in accordance with applicable guidelines of the Landmarks Preservation Commission.

9.5 Without diminishing the rights of the CFU Owner and the successors and assigns of the CFU Owner under the REA and the interest of the CFU Owner in the CFU Front Yard as a Limited Common Element appurtenant to the CFU, all rights of the CFU Owner set forth in the Condominium Documents with respect to the CFU, the CFU Front Yard or otherwise, shall inure to the benefit of any Units and Owners of such Units created from subdivision of the CFU Unit. As to Units created from subdivision of the CFU intended for residential use and occupancy, and the Owners of such Units, they shall be subject to and shall have the same rights and obligations as Unit Owners of Residential Units created from subdivision of the IRU, subject to the rights of any owners of Residential Units created from the CFU, to exclusively use and maintain as a Limited Common Element what is currently designated the CFU Front Yard.

ARTICLE 10

PERSON TO RECEIVE SERVICE

The Secretary of State of the State of New York is hereby designated to receive service of process in any action that may be brought against the Condominium or the Board, and to send copies of process served to 34 Prince Equities LLC, c/o Time Equities Inc., 55 Fifth Avenue, New York, NY 10003.

ARTICLE 11

DETERMINATION OF PERCENTAGE INTERESTS IN COMMON ELEMENTS

11.1 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 of such space 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.

11.2 The percentage interest of each Residential Unit in the Residential Common Elements is apportioned in the same proportion that such Residential Unit bears to the Common Interests of all Residential Units.

11.3 The aggregate amount of the Common Interests of all of the Units at all times shall remain at 100% notwithstanding any changes to the Residential Section pursuant to Article 8 hereof or changes to the CFU pursuant to Article 9 hereof.

ARTICLE 12

ENCROACHMENTS

If (a) any portion of the Common Elements encroaches upon any Unit or upon any other Common Element, (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements or (c) any such encroachments shall hereafter occur as a result of (i) settling or shifting of the Building, (ii) any alteration, repair or restoration of the Common Elements made by or with the consent (when required by the By-Laws) of the Board, or made by a Residential Unit Owner or the CFU Owner in accordance with this Declaration or the By-Laws or (iii) any alteration, repair or restoration of the Building (or any portion thereof) or of any Unit or Common Element after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements; then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same as long as the Building shall stand.

ARTICLE 13

ACCESS TO COMMON ELEMENTS

Each Unit Owner shall have an easement in common with all other Unit Owners to access all Common Elements located in the Building (except Limited Common Elements that are not for their use), including those located in any of the other Units or elsewhere on the Property and which serve such Unit Owner's Unit, including an easement to connect to existing utilities, including, but not limited to, utilities for gas, electricity and ventilation. Each Unit shall be subject to an easement in favor of all other Unit Owners to access all Common Elements located in such Unit or elsewhere on the Property that serve other Units for purposes of maintenance, repair and replacement of Unit Owner's Unit. In addition, the Board or its agents, to the extent the Board is permitted by the By-Laws to act for such purposes, shall have a right of access to each Unit and Common Elements to inspect the same, to remove violations therefrom and to maintain, repair and replace the Common Elements contained therein and elsewhere on the Property. All easements and rights of access described in this Article 13 shall be exercised during normal business hours in such a manner as will not unreasonably interfere with the normal use of the Units for their permitted purposes. Such entries shall be permitted on not less than one business day's notice for Residential Unit Owners and five (5) business days' notice to the CFU Owner, except that no notice will be necessary in the case of an Emergency Situation.

ARTICLE 14

EASEMENTS; NAME OF CONDOMINIUM; ADDRESSES

14.1 Except as set forth in this Declaration, each Residential Unit Owner shall have, in common with all other Residential Unit Owners, an easement for the use of the Residential Common Elements and any Facilities located therein and, in common with all Unit Owners, an easement for the use of the General Common Elements and any Facilities located therein; including, but not limited to, such easement as shall be necessary to operate, maintain, repair, rebuild, restore and replace, as necessary, such Unit Owner's Unit. The CFU shall be subject to such easement. Access to the CFU to the extent necessary, shall be subject to the consent of the CFU Owner, not to be unreasonably withheld or delayed upon receipt of at least 5 business days' notice and during normal business hours. The Residential Unit Owner seeking such easement into the CFU shall act under the supervision of the Board and shall take reasonable steps to avoid interfering with the use of the CFU and any appurtenant Common Elements for their permitted purposes. Without limiting the foregoing, such easement shall specifically include the right of each Residential Unit Owner's contractors, subject to the prior approval of the Residential Committee of any such contractor and of the work to be performed, to access and repair the roof top HVAC equipment of the Residential Unit Owner's Unit located on the Roof above the penthouse level. Access to Residential Units shall be subject to the consent of the affected Residential Unit Owner, not to be unreasonably withheld or delayed, during normal business hours.

14.2 The CFU Owner shall have an easement for the use, operation, maintenance, repair and replacement of the CFU Common Elements and any Facilities located therein, and in

common with all Unit Owners, an easement for the use of the General Common Elements and any Facilities located therein, including, but not limited to, such easement as shall be necessary to operate, maintain, repair, rebuild, restore and replace, as necessary, such CFU Owner's Unit and appurtenant CFU Common Elements. The Residential Section shall be subject to such easements and the Residential Committee shall be required to grant access upon receipt of reasonable notice. In exercise of such easement, the CFU Owner shall take reasonable steps to avoid interfering with the use by any other Unit Owner of Unit Owner's Unit or any Limited Common Elements appurtenant thereto for their permitted purpose. The CFU Owner shall have an easement through certain Residential Common Elements, including without limitation, (i) the entrance to the Residential Section on Mott Street and use of the stairs to the Penthouse Level Mechanical Terrace and the Penthouse Level Mechanical Terrace itself, to use, operate, maintain, repair and replace the condensers and associated mechanical equipment on the Penthouse Level Mechanical Terrace and (ii) the western portion of the Residential Section on the north (Prince Street) side of the Building, for the elevator vent shaft and toilet exhaust vent and plumbing risers, all serving exclusively the CFU. The CFU Owner shall have an easement through the Residential Common Elements for all chases, conduits, risers, etc. serving such vents and shafts and to access, operate, maintain, repair and replace same, and the right to penetrate the Penthouse Level Mechanical Terrace and any other floor slabs or Roofs through which these Facilities pass. Penetrations other than those in existence on the date this Declaration is recorded, will be permitted subject to the consent of the Board. Access to Residential Units on the Third Floor shall be subject to the consent of the Residential Unit Owner, not to be unreasonably withheld or delayed.

14.3 The CFU Owner shall have an easement and right to penetrate the exterior front wall on the north (Prince Street) side of the Building for installation, use, maintenance, operation and repair of the Lift. CFU Owner shall be responsible to maintain, repair and/or replace the penetration for the Lift and the Lift drain and any associated waterproofing. If damage necessitating repair or replacement to the Lift or any other portion of the Property resulting from operation of the Lift is caused by the Board or another Unit Owner or a tenant, licensee, agent or other permittee of the Board or Unit Owner other than the CFU Owner, the cost of such repair shall the responsibility of the Board or Unit Owner, as applicable.

14.4 The CFU Owner also shall have an easement and right to utilize the existing opening of the exterior of the rear (south) wall of the Property above the easternmost window on the second floor for purposes of installation, maintenance, repair and operation of a fresh air intake louver (solely for fresh air intake and not for exhaust) serving the CFU. Penetration by CFU Owner in a location other than that in existence on the date this Declaration is recorded will be permitted subject to the consent of the Board.

14.5 Each Unit Owner and all invitees, licensees and any other individuals shall have an easement for ingress and egress through all parts of the Property to the extent necessitated by an emergency, including, but not limited to, an easement for emergency access through and over fire stairs in the Building.

14.6 The Board shall have and each Unit shall be subject to, an easement (a) to install, utilize, operate, maintain, repair, alter, rebuild, restore and replace the General Common Elements located in, over, under, through or upon any Unit or any other Common Elements or

elsewhere on the Property; (b) to maintain any encroachment on any Unit or Common Elements resulting from the repair, alteration, rebuilding, restoration or replacement of the General Common Elements; (c) to install, utilize, operate, maintain, repair, alter, rebuild, restore and replace the Residential Common Elements or Residential Limited Common Elements located in, over, under, through or upon any Unit or any other Common Elements or elsewhere on the Property and (d) to maintain any encroachment on any Unit or Common Elements resulting from the repair, alteration, rebuilding, restoration or replacement of the Residential Common Elements or the Residential Limited Common Elements. Access to any Unit or the Common Elements in furtherance of such easement shall be exercised in such a manner as will not unreasonably interfere with the normal conduct of business of the tenants and occupants of the CFU or with the use of the Units for their permitted purposes. Without limiting the foregoing, the Board shall have access to the penthouse level terrace of Residential Unit 4B to access and maintain equipment and the building envelope, access to the rear yard of Residential Unit 1B to maintain the sub-grade drainage line. The Board shall also have access to and through all Units for maintenance, repairs and to correct violations to mechanical, electrical, plumbing, ventilation and sprinkler equipment and plumbing drains. Entry to Residential Units shall be permitted on not less than one day's notice, except that no notice will be necessary in the case of an Emergency Situation. Other than in an Emergency Situation, no access to the CFU or any other area of the Building by the Board to deal in any manner with CFU Common Elements shall be permitted without at last five (5) business days prior written notice by the Board to the CFU Owner explaining what access is needed and why, and access by the Board shall not be permitted following said notice if the CFU Owner has undertaken the work that the Board indicated to be required. In the event that any work done pursuant to clauses (a) though (d) above damages a Unit, the Board shall be responsible for repairing such Unit according to the standard of construction at time immediately prior to entry by the Board, or the equivalent, to the extent it is covered by insurance, and otherwise to the original building standards in effect on the date of this Declaration.

14.7 Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

14.8 Sponsor and CFU Owner and their successors and assigns shall, to the extent permitted by the Landmarks Preservation Commission and Applicable Law, have an easement to erect, maintain, repair and replace, from time to time, one or more signs on the Property relating solely to the operation of any business or proposed business or other permitted use by Sponsor or the CFU Owner or a proposed tenant or other occupant of all or any portion of the CFU at the following locations: Sponsor on the east (Mott Street) side of the Property and CFU Owner on the north (Prince Street) side of the Property. All such signage shall not be commercial in nature except with respect to a business or religious or educational or community facility or other permitted use of the Unit Owner, tenant or other occupant, and may be installed without the prior consent of the Board or Managing Agent or any other Unit Owner. In addition, in connection with sales pursuant to the Offering Plan for the sale of Residential Units, the Sponsor shall have the further right, only to the extent permitted by the Landmarks Preservation Commission and Applicable Law, to install signs, banners, canopies, flags or awnings or other protrusions on the Mott Street side of the Building which may wrap the Prince Street frontage for up to 25 feet. Any penetration in connection with the placement of any signs shall not materially weaken the

structural soundness of the Building. In no event may a Residential Unit Owner (other than Sponsor) erect or install signs on the Building or in the windows thereof.

14.9 Sponsor, the Board, and the CFU Owner and their successors and assigns (but not Residential Unit Owners) shall each have the right to grant such electric, gas, ventilation or other easements for utilities, support or otherwise or grant or relocate any easements in any portion of the Property, the Residential Section or the CFU, as the case may be, as Sponsor, the Board or the CFU Owner shall deem necessary or desirable for the proper operation and maintenance of the Building or any portion thereof, or for the general health or welfare of the owners, tenants and occupants of the appropriate Units. However, Sponsor or Board shall not grant easements within the CFU without the consent of the CFU Owner, and the CFU Owner shall not grant easements within the Residential Section without the consent of the Residential Committee. Further, any such additional utilities or the relocation of existing utilities shall not prevent or unreasonably interfere with the normal conduct of business of the tenants and occupants of any Unit or with the use of any Unit for its permitted purposes, and shall not result in the imposition of any mechanic's lien against any of the Units. Any such easements also shall not: materially adversely affect the rights and obligations of any Unit Owner and must be consistent with any pertinent provisions of the REA and existing easements of record against the Property. Any utility company and its employees and agents shall have the right of access to any Unit or the Common Elements in furtherance of such easement, provided such right of access shall be exercised in such manner as shall not unreasonably interfere with the use of a Unit for its permitted purposes. Except as provided herein, in no event shall any easements through a Unit be granted by a party who is not the Owner of that Unit, except with the express consent of the Owner of the Unit.

14.10 Subject to Applicable Law and Landmarks Preservation Commission approval, Sponsor may (a) install, utilize, operate, maintain, repair, alter, rebuild, restore and replace satellite dishes and similar equipment on or in the Residential Section (other than on the Penthouse Level Mechanical Terrace), provided such satellite dishes and similar equipment are not visible from the CFU based upon the configuration of the CFU as of the date of this Declaration, and (b) maintain any encroachment on the Residential Section resulting from the installation, operation, maintenance, repair, alteration, rebuilding, restoration or replacement thereof. Sponsor shall have an easement for the purposes described in the previous sentence. The Condominium shall not be entitled to any portion of any fees, compensation or other profits received by Sponsor or its assignees or licensees for the use of the aforesaid easements or equipment. Any satellite dishes or other facilities placed upon the Residential Units or Residential Common Elements by the Sponsor or its assignees or licensees shall be the exclusive property of the Sponsor, its assignees or licensees, and neither the Condominium nor any other Unit Owners shall have any rights with respect thereto. Notwithstanding the foregoing, additional utilities or the relocation of existing utilities cannot be installed in the Residential Section without the consent of the Sponsor so long as Sponsor owns a Unit, or in the CFU without the consent of the CFU Owner, and access to any Unit or Common Element in furtherance of such easement shall be exercised in a manner that will not unreasonably interfere with the use of any Unit for its permitted purposes. Such entry shall be permitted on not less than one business day's notice, except that no notice will be necessary in the case of an Emergency Situation.

14.11 Sponsor shall have an easement to reserve any portions of the Residential Section for use as a sales or rental office or model unit or for an open house or for any other purpose relating to marketing, until such time as there are no longer any Unsold Residential Units.

14.12 The Condominium and the Building shall be designated and known as "34 Prince Street Condominium," and shall use the address 34 Prince Street, New York, NY as its official mailing address. The Condominium shall own and control all rights and interests, and shall be responsible for all obligations and liabilities, appurtenant to the name of the Condominium and the Building. Sponsor shall have the right to change the name of the Condominium, subject to CFU Owner's consent, not to be unreasonably withheld or delayed.

14.13 The CFU Owner shall have the exclusive right to use the address 32 Prince Street, New York, NY as the address for the CFU for purposes of mail and otherwise. Neither the Condominium Board of Managers nor the Residential Section nor any Residential Unit Owners may use 32 Prince Street as their address for mail or any other purpose.

ARTICLE 15

POWER OF ATTORNEY

15.1 Each Residential Unit Owner shall grant to the Persons who shall from time to time constitute the Residential Committee an irrevocable power of attorney, coupled with an interest (in such form and content as the Residential Committee shall determine, but substantially in the form of the Residential Unit Owner's Power of Attorney contained in Part II of the Offering Plan), following due authorization (if required) from the Residential Unit Owners, (a) to acquire or lease any Residential Unit, together with its Appurtenant Interest, whose owner desires to sell, convey, transfer, assign, lease or surrender the same, or that becomes the subject of a foreclosure or other similar sale, on such terms and at such price or rental, as the case may be, as the attorneys-in-fact deem proper, in the name of the Residential Committee or its designee, corporate or otherwise, on behalf of all Residential Unit Owners, and after any such acquisition or leasing, to convey, sell, lease, sublease, mortgage or otherwise deal with (but not vote the interest appurtenant thereto) any such Residential Unit so acquired, or to sublease any Residential Unit so leased, without the necessity of further authorization by the Residential Unit Owners, on such terms as the attorneys-in-fact may determine, (b) to commence, pursue, appeal, settle and/or terminate administrative and certiorari proceedings to obtain reduced real estate tax assessments with respect to Residential Units, including retaining counsel and taking any other actions that the Board deems necessary or appropriate and (c) to execute, acknowledge and deliver (i) any declaration or other instrument affecting the entire Residential Section or the Residential Common Elements or the Residential Limited Common Elements that the Residential Committee 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 entire Residential Section or the Residential Common Elements or the Residential Limited Common Elements; and (ii) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the entire Residential

Section or the Residential Common Elements or the Residential Limited Common Elements that the Residential Committee deems necessary or appropriate.

15.2 Each Residential Unit Owner shall grant to the Persons who shall from time to time constitute the Board an irrevocable power of attorney, coupled with an interest (in such form and content as the Board shall determine), to, execute, acknowledge and deliver (i) any declaration or other instrument affecting the General Common Elements that the 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; (ii) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the General Common Elements that the Board deems necessary or appropriate; and (iii) a contract for the sale and transfer of any Excess Development Rights and ancillary sale documents.

15.3 Each Residential Unit Owner shall grant to the Sponsor a power of attorney to amend the Condominium Declaration and to effectuate the rights granted to Sponsor under the Declaration and By-Laws.

15.4 In no event shall the CFU Owner be required to provide a power of attorney to the Board to act on its behalf, except a contract for the sale and transfer of Excess Development Rights and ancillary sale documents.

ARTICLE 16

ACQUISITION OF UNITS BY BOARD

16.1 If (a) any Residential Unit Owner, pursuant to the provisions of Section 339-x of the Condominium Act, surrenders its Residential Unit, together with its Appurtenant Interest, (b) the Board, pursuant to Article 8 of the By-Laws, acquires a Residential Unit, together with its Appurtenant Interest, or leases a Residential Unit, or (c) the Board purchases, at a foreclosure or other similar sale, a Residential Unit, together with its Appurtenant Interest, then, in any such event, title to any such Residential Unit, together with its Appurtenant Interest, or the leasehold estate in any such Residential Unit, as the case may be, shall be held by the Board or its designee, corporate or otherwise, on behalf of all Residential Unit Owners, in proportion to their respective interests in the Common Elements.

16.2 If (a) the CFU Owner, pursuant to the provisions of Section 339-x of the Condominium Act, surrenders the CFU or any portion thereof, together with its Appurtenant Interest to the Board, (b) the Board, pursuant to this Declaration or the By-Laws, acquires the CFU, together with its Appurtenant Interest, or leases all or a portion of the CFU, or (c) Board purchases, at a foreclosure or other similar sale, the CFU, together with its Appurtenant Interest, then, in any such event, title to the CFU, together with its Appurtenant Interest, or the leasehold estate in the CFU, as the case may be, shall be held by the Board or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective interests in the Common Elements.

16.3 The Board shall have the authority to purchase, on behalf of all Residential Unit Owners, a Residential Unit to be used as the residence of the resident manager or superintendent of the Building and, in such event, title to such Residential Unit, together with its Appurtenant Interest, shall be held by the Board or its designee, corporate or otherwise, on behalf of all Residential Unit Owners, in proportion to their respective Common Interests.

ARTICLE 17

COVENANTS RUNNING WITH THE LAND

17.1 All provisions of this Declaration and the By-Laws that are annexed hereto and made a part hereof, including, without limitation, the provisions of this Article 17, shall to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the owner of all or any part thereof, or interest therein, and such owner's heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create, nor shall they be construed as creating, any rights in or for the benefit of the general public or any other party. All present and future owners, tenants, subtenants, licensees, and other occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time, it being understood, however, that Rules and Regulations pertaining only to the Residential Section shall not bind the CFU Owner or tenants, licensees or other occupants of the CFU so long as the CFU is not a Residential Unit or subdivided into Residential Units. The acceptance of a deed or conveyance or the entering into a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the By-Laws and the Rules and Regulations, as applicable, and as may be amended from time to time, are accepted and ratified by such owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the Land and shall bind any Person having at any time any interest or estate in such Unit as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease or use and occupancy agreement thereof.

17.2 If any provision of this Declaration or the By-Laws is invalid under, or would cause this Declaration and the By-Laws to be insufficient to submit the Property to the provisions of the Condominium Act, such provision shall be deemed deleted from this Declaration or the By-Laws, as the case may be, for the purpose of submitting the Property to the provisions of the Condominium Act but shall nevertheless be valid and binding upon and inure to the benefit of the owners of the Property and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under other Applicable Law to the extent permitted under such Applicable Law with the same force and effect as if, immediately after the recording of this Declaration and the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land. If any provision that is necessary to cause this Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is not included in this Declaration or the By-Laws, then such provision shall be deemed included as

part of this Declaration or the By-Laws, as the case may be, for the purposes of submitting the Property to the provisions of the Condominium Act.

17.3 Subject to Section 17.2, if this Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the provisions of this Declaration and the By-Laws shall nevertheless be valid and binding upon and inure to the benefit of the owners of the Property, and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under Applicable Law to the extent permitted under such Applicable Law with the same force and effect as if, immediately after the recording of this Declaration and the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land.

17.4 If pursuant to the REA the Condominium is obligated to indemnify the Townhouse Owner pursuant to Section 5.7 of the REA, such indemnity obligation shall be solely the joint and several obligation and liability of the Residential Unit Owners to extent the indemnification concerns Residential Common Elements and/or the Board's failure to maintain the Shared Cost Roof or other elements under the REA which are not General Common Elements of the Condominium. The indemnification of the Townhouse Owner under Section 5.7 of the REA shall be the joint and several obligation and liability of all Unit Owners to the extent the indemnification concerns General Common Elements. The CFU Owner shall have no obligations whatsoever for cost, expenses or other obligations arising out of the indemnity provisions of the REA except matters concerning General Common Elements or the CFU or CFU Common Elements. If the CFU Owner incurs any cost, expense or other liability under the REA pursuant to the obligation of the Condominium to indemnify the Townhouse Owner set forth therein which relate only to Residential Common Elements, the Residential Unit Owners shall jointly and severally indemnify and hold the CFU Owner harmless for such cost, expense and liability incurred by the CFU Owner, including, without limitation, reasonable attorneys' fees and disbursements. If the Residential Unit Owners incur any cost, expense or other liability under the REA pursuant to the obligation of the Condominium to indemnify the Townhouse Owner set forth therein which relate only to the CFU or CFU Common Elements, the CFU Owner shall indemnify and hold the Residential Unit Owners harmless for such cost, expense and liability incurred by the Residential Unit Owners, including, without limitation, reasonable attorneys' fees and disbursements.

17.5 To the extent Local Law 11 (or any successor law or regulation thereto) is applicable to the Building including General Common Elements, the cost of inspections required pursuant thereto, and compliance with same, shall be a Common Expense.

ARTICLE 18

AMENDMENT OF DECLARATION

18.1 Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions or deletions by or affecting Declarant or Sponsor, or any Unsold Residential Units or the CFU or the CFU Owner, which may be made by Declarant,

Sponsor or the CFU Owner without vote or consent of the Unit Owners, any provision of this Declaration may be added to, amended, modified or deleted by the vote of at least 66-2/3% in number and in Common Interest of all Unit Owners taken in accordance with the provisions of the By-Laws. No such amendment, modification, addition or deletion shall be effective until recorded in the Register's Office. Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions or deletions by Declarant or Sponsor affecting any Unsold Residential Units or the CFU or the CFU Owner, which may be made by that party on its own and without the consent thereto by any other Unit Owners, any such amendment, modification, addition or deletion shall be executed by the Board as attorney-in-fact for the Unit Owners, coupled with an interest, and the Board is hereby authorized by such Unit Owners so to act as their attorney-in-fact, when and if requested. Subject to the foregoing provisions of this Section 18.1 and the rights of Sponsor under Articles 8, 14 and 15, and the CFU Owner under Article 9 of this Declaration, Articles 7, 9, 12, 14, 15 and 19 of this Declaration may not be amended, modified, added to or deleted unless 80% in number and in Common Interest of all Unit Owners affected thereby (plus if the CFU is affected, the CFU Owner), or if only Residential Units are affected, 80% in number and in Common Interest of such Residential Unit Owners, approve such amendment, modification, addition or deletion in the manner set forth above.

18.2 In addition to and supplementing the requirements of Sections 18.1, 18.3 and 18.4, any amendments proposed to be made to the Declaration by (i) Sponsor or the Residential Committee shall be submitted to the CFU Owner, or by (ii) the CFU Owner shall be submitted to Residential Committee and Sponsor (if Sponsor still owns a Unit) at least ten (10) business days in advance of the date (a) the amendment is sought to be submitted to the New York City Department of Finance for review (if it is an amendment that requires Department of Finance approval, or (b) the amendment is to be submitted to the Register of the City of New York for recording (if it is the type of amendment that does not require Department of Finance review and approval). The ten (10) business day period may be waived by the recipient in its discretion. The recipient shall have ten (10) business days from receipt to object to the proposed amendment. Objections shall be based on the objecting party's determination that the amendment materially and adversely impacts the CFU Owner or CFU if proposed to be made by Sponsor or the Residential Committee, or materially and adversely affects the Residential Owners or Sponsor if proposed to be made by the CFU Owner, and shall be itemized with the basis for objection specified. Failure of Sponsor or the Residential Committee or CFU Owner to object in accordance with the foregoing shall mean the amendment is deemed approved by that party. Disputes pursuant to this section that cannot be resolved between the parties shall be resolved by Arbitration.

18.3 If the number of rooms in an Unsold Residential Unit is changed, or the use, size and/or number of Unsold Residential Units is changed (whether as a result of a subdivision or combination of Unsold Residential Units or alteration of boundary walls between Unsold Residential Units, or otherwise) and the appurtenant percentage interests of Residential Units in the Common Elements are reapportioned as a result thereof, all in accordance with Article 8 hereof, then Sponsor shall have the right to execute, or (upon its request) to require any other Residential Unit Owner or the Board to execute, and record in the Register's Office and elsewhere, if required by law, an amendment to this Declaration (together with such other

documents as Sponsor deems appropriate to effectuate the same) reflecting such change in the number of rooms in an Unsold Residential Unit or in the use, size and/or number of Unsold Residential Units (whether as a result of said subdivision, combination, alteration or otherwise) and the reapportionment of the percentage interests of Units in the Common Elements resulting therefrom, all without the approval of the Board, the Unit Owners, or any other party. A final copy of any such amendment shall be provided by Sponsor to the CFU Owner upon the recording and filing of same in the office of the New York City Register. Nothing contained in this Section 18.3 shall be construed to mean that the Common Interest appurtenant to any Unit not subject to any change may be reapportioned without the written consent of the owner of such Unit.

18.4 If the CFU is subdivided and the Common Interest appurtenant to the CFU (or any Unit resulting from the prior subdivision of the CFU) is changed and reapportioned among any newly created Units resulting from any subdivision of the CFU, any combination of any Units resulting from a subdivision, or any alteration of the boundary walls between or among any newly created Units resulting from such subdivision, or otherwise, then the CFU Owner or successor causing any such change shall have the right to execute, and record in the Register's Office, and elsewhere, if required by law, an amendment to this Declaration, together with such other documents as the Unit Owner deems appropriate to effectuate the same reflecting (i) such change in the size of the Unit, (ii) the subdivision of the Unit into separate Units; (iii) the alteration of boundary walls between or among any newly created Units, or otherwise; or (iv) the reapportionment of the Common Interests among such newly created Units and the consent of any other Unit Owners to such amendment shall be unnecessary; the amendment may be made without the approval of the Board of Managers, the Residential Committee, or any Mortgagee. Nothing contained in this Section 18.4 shall be construed to mean that the Common Interest appurtenant to any Unit not subject to any change may be reapportioned without the written consent of the Owner of such Unit.

18.5 Amendments, modifications, additions or deletions of or to this Declaration, the By-Laws or the Rules and Regulations may be necessary, appropriate or desirable in connection with the operation of the CFU, or with the subdivision, combination or alteration of the CFU, and/or the offering for sale or lease of all or any portion of a CFU; and in connection therewith the CFU Owner or Owner of a Unit created from subdivision of the CFU, may cause this Declaration, the By-Laws, and the Rules and Regulations to be so amended, modified, added to or deleted from, and the resulting provisions thereof may be similar or dissimilar to those affecting the Residential Section and Residential Unit Owners. In the case of any such amendment, modification, addition or deletion by the CFU Owner that does not adversely affect the Residential Section or the Residential Unit Owners, the consent of any other Unit Owners shall be unnecessary and the Second Vice President or CFU Owner may execute any instrument effecting such amendment, modification, addition or deletion.

18.6 In furtherance of the foregoing, any amendment to this Declaration that (i) purports to modify the Common Interest appurtenant to the CFU, (ii) changes or otherwise impacts the method of assessing Common Expenses against the CFU, (iii) modifies the right of the CFU Owner to use its Unit (and any Limited Common Elements appurtenant to that Unit) as this Declaration or the By-laws otherwise allow, (iv) materially or adversely impacts the rights and obligations of the CFU Owner, or (v) otherwise materially adversely impacts the CFU or

CFU Owner, shall not be permitted without the consent of the CFU Owner, which consent may be withheld by the CFU Owner in its sole discretion. Disputes under this Section 18.6 that cannot be resolved by the parties shall be subject to Arbitration.

18.7 The provisions of Sections 18.1, 18.2, 18.3, 18.6 and this 18.7 may not be modified, amended, added to or deleted, in whole or in part, without the consent of Sponsor; the provisions of Sections 18.1, 18.2, 18.4, 18.5, 18.6, as well as this 18.7, may not be modified, amended, added to or deleted, in whole or in part, without the consent of the CFU Owner.

ARTICLE 19

TERMINATION OF CONDOMINIUM

The Condominium shall continue and the Property shall not be subject to an action for partition (unless terminated by casualty loss, condemnation or eminent domain, as more particularly provided in the By-Laws) until such time as withdrawal of the Property from the provisions of the Condominium Act is authorized by a vote of 100% of all Unit Owners, both in number and in aggregate Common Interests. In the event that such withdrawal is so authorized, but only in such event, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of the sale shall be divided among all Unit Owners in proportion to their respective Common Interests; provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of such Unit Owner's share of such net proceeds, all liens on the Unit Owner's Unit, in the order of priority of such liens.

ARTICLE 20

WAIVER

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

ARTICLE 21

CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

ARTICLE 22

CERTAIN REFERENCES

22.1 A reference in this Declaration to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural and vice versa, unless the context otherwise requires.

22.2 The terms "herein," "hereof" or "hereunder" or similar terms used in this Declaration refer to this entire Declaration and not to the particular provision in which the terms are used, unless the context otherwise requires.

22.3 Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of this Declaration.

ARTICLE 23

SEVERABILITY

Subject to the provisions of Sections 17.2 and 17.3, if any provision of this Declaration is invalid or unenforceable as against any Person or under certain circumstances, the remainder of this Declaration and the applicability of such provision to other Persons or circumstances shall not be affected thereby. Each provision of this Declaration shall, except as otherwise herein provided, be valid and enforced to the fullest extent permitted by law.

ARTICLE 24

COVENANT OF FURTHER ASSURANCES

24.1 Any party which is subject to the terms of this Declaration, whether such party is a Unit Owner, a lessee or sub-lessee of a Unit Owner, an occupant of a Unit, a member or officer of the Board or otherwise, shall, upon prior reasonable written request at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action as such other party may reasonably request to effectuate the provisions of this Declaration or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

24.2 If any Unit Owner, the Board or any other party who is subject to the terms of this Declaration fails, within 10 business days after request therefor, to execute, acknowledge or deliver any instrument, or to take any action that such Unit Owner, the Board or other party is required to execute, acknowledge and deliver or to take pursuant to this Declaration, then such Unit Owner, Board or such other party, as the case may be, is hereby authorized as attorney-in-fact for such Unit Owner, Board or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action in the name of such Unit Owner, Board or other party and such document or action shall be binding on such Unit Owner, Board or other party as the case may be.

ARTICLE 25

SUCCESSORS AND ASSIGNS

Except as set forth herein or in the By-Laws to the contrary, the rights and/or obligations of Sponsor as set forth herein shall inure to the benefit of and be binding upon any successor or assign of Sponsor, or, with the consent of Sponsor, any transferee of some or all of the Unsold Residential Units then owned by Sponsor. The rights and/or obligations of the CFU Owner as set forth herein shall inure to the benefit of and be binding upon any successors or assigns of the CFU Owner.

ARTICLE 26

CONSENTS

26.1 Whenever the consent, approval, satisfaction or permission of Sponsor is required under this Declaration or the By-Laws, such consent, approval, satisfaction or permission will not be required when Sponsor no longer owns any Units.

ARTICLE 27

INCORPORATION BY REFERENCE; COUNTERPARTS

27.1 The terms, covenants, conditions, descriptions and other information contained in (i) the property description annexed hereto as Exhibit A; (ii) the description of the Units annexed hereto as Exhibit B; (iii) the definitions annexed hereto as Exhibit C; and (iv) the By-Laws annexed hereto as Exhibit D are each incorporated herein by this reference and made a part of this Declaration as if set forth at length in the text hereof.

27.2 This Declaration may be executed in counterparts and all original counterparts taken together shall constitute one and the same document.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed as of the ___ day of _____, 201__.

TRUSTEES OF SAINT PATRICK'S CATHEDRAL IN THE CITY OF NEW YORK

By: _____
Name:
Title:

34 PRINCE EQUITIES LLC

By:_____
Name:
Title:

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

On the ___ day of _____ 201_____, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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

On the ___ day of _____ 201_____, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

EXHIBIT A

TO DECLARATION OF CONDOMINIUM
34 PRINCE STREET CONDOMINIUM
34 PRINCE STREET
NEW YORK, NY 10012
BLOCK 494, LOTS 1201 THROUGH 1209

LEGAL DESCRIPTION OF THE LAND

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, and bounded and described by the following:

BEGINNING at the corner formed by the intersection of the southerly record line of Prince Street (Irregular Width) and the westerly record line of Mott Street (Irregular Width) and running the following several courses;

1. Southerly along the said westerly record line of Mott Street, a distance 113.90 feet to a point;

2. THENCE westerly at an angle to the left of 90°-00'-32" a distance 74.46 feet to a point;

3. THENCE northerly at an angle to the left of 89°-29'-24" a distance of 114.87 feet to a point;

4. THENCE easterly at an angle to the left of 91°-14'-49" a distance of 0.51 feet to a point;

5. THENCE northerly at an angle to the right of 90°-52'-16" a distance of 14.49 feet to a point on the said southerly record line of Prince Street;

6. THENCE easterly along the said southerly record line of Prince Street, at an angle to the left 78°-09'-58" a distance 74.53 feet to the point or place of BEGINNING.

The above described parcel contains an area of 8,988 square feet.

EXHIBIT B-1
TO DECLARATION OF CONDOMINIUM
34 PRINCE STREET CONDOMINIUM
34 PRINCE STREET
NEW YORK, NY 10012
BLOCK 494, LOTS ___ THROUGH ___
SCHEDULE OF UNITS, TAX LOT NUMBERS, AREA, COMMON INTEREST AND RELATED INFORMATION

Units	Bedrooms / Bathrooms	Storage Unit (Limited Common Element)	Limited Common Elements / Terrace Location & Square Feet	Tax Block 494 Lot:	Common Interest	Location in Portion of Building & Facing Direction
Community Facility Unit			Sidewalks		20.5354%	North
Residential Units						
2A	5.0 / 4.5	4	Front Courtyard – 74 Sq. Ft.		11.9154%	North / East (Basement, 1st and 2nd Floor)
1B	5.0 / 4.0	2	Terrace – 338 Sq. Ft.		15.7589%	East (Basement, 1st Floor)
2B	4.0 / 3.5	6			8.5298%	East (2nd Floor)
3A	3.0 / 3.0	7			8.9776%	North (3rd and 4th Floor)
3B	4.0 / 3.5	1			8.5786%	East (3rd Floor)
3C	5.0 / 5.5	5			12.4766%	North (3rd and 4th Floor)
PH	4.0 / 4.0	3	Terrace – 1,210 Sq. Ft.		13.2276%	East (4th Floor and Penthouse)

TO BE COMPLETED PRIOR TO RECORDING

EXHIBIT B-2

EXHIBIT B

TO DECLARATION OF CONDOMINIUM
34 PRINCE STREET CONDOMINIUM
32 PRINCE STREET
NEW YORK, NY 10012
BLOCK 494, LOTS 1201 THROUGH 1202
SCHEDULE OF UNITS, TAX LOT NUMBERS, AREA, COMMON INTEREST AND RELATED INFORMATION

Unit Designation	Tax Lot Number	Location (in Building Facing Direction Set Forth below)	Approximate Area of Units (in Sq. Ft.)		Common Element Areas Appurtenant to Specific Unit (in Sq. Ft.)		Percentage Interest in the General Common Elements	General Common Element to Which Unit has Access
Community Facility Unit	1201	North	Cellar Basement 1st Floor 2nd Floor 3rd Floor 4th Floor Roof **TOTAL CFU AREA**	0 2,083 2,077 2,077 0 0 0 **6,237**	Cellar Basement 1st Floor 2nd Floor 3rd Floor 4th Floor Roof **TOTAL CFU COMMON ELEMENT AREA**	0 0 846 0 0 0 0 **846**	20.9113%	Sidewalks
Initial Residential Unit	1202	North & East	Cellar Basement 1st Floor 2nd Floor 3rd Floor 4th Floor Roof **TOTAL IRU AREA**	0 3,765 4,160 4,160 6,246 5,258 0 **23,589**	Cellar Basement 1st Floor 2nd Floor 3rd Floor 4th Floor Roof **TOTAL IRU COMMON ELEMENT AREA**	3,456 0 1,897 0 0 988 5,258 **11,599**	79.0887%	Sidewalks
Totals:				**29,826**		**12,445**	**100.0000%**	

EXHIBIT C

TO DECLARATION OF CONDOMINIUM
34 PRINCE STREET CONDOMINIUM
34 PRINCE STREET
NEW YORK, NY 10012
BLOCK 494, LOTS 1201 THROUGH 1209

DEFINITIONS

For convenience of presentation, definitions of certain of the terms used in the Declaration are set forth below:

"Applicable Law" means all applicable laws, statutes, treaties, rules, codes, ordinances, regulations of any Governmental Authority and, to the extent the Property, any Unit, any Unit Owner, Declarant and/or 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 (including those pertaining to health, safety or the environment) now or hereafter in effect.

"Appurtenant Interest" means, the undivided interest of the Unit Owner thereof, pursuant to the terms of Section 339-x of the Condominium Act, in and to the Common Elements and any other assets of the Condominium.

"Arbitration" shall have the meaning ascribed to such term in Section 2.2.1 of the By-Laws.

"Board of Managers" or "Board" means the Board of Managers of the Condominium..

"Building" means the structure and improvements, including above- and below-grade segments, located at 34 Prince Street, New York, New York 10012, in which the Units are located.

"By-Laws" shall have the meaning ascribed to such term in Section 2.3 of the Declaration.

"Claim" or "Claims" means any claims, counterclaims, suits, actions or proceedings and any other liabilities, losses, damages, penalties, charges, costs and expenses and attorneys' fees and expenses incurred in connection with any of the foregoing.

"CFU" means the Community Facility Unit.

"CFU Common Elements" means the Limited Common Elements appurtenant to the CFU as identified in this Declaration and on the Tax Lot Drawings.

"CFU Front Yard" has the meaning given in Section 6.7.2 of this Declaration.

"CFU Member" means the member of the Board of Managers appointed by the CFU Owner.

"CFU Owner" shall have the meaning ascribed to such term in Section 5.1 of the Declaration.

"CFU Residential Unit" means a Residential Unit created from the subdivision of the CFU.

"Common-Benefit Improvements" shall have the meaning given in the REA.

"Common Charges" means assessments payable to the Board by Unit Owners for the purpose of meeting Common Expenses.

"Common Elements" means all parts of the Property other than the Units; the Common Elements consist of General Common Elements, Residential Common Elements, Residential Limited Common Elements and CFU Common Elements.

"Common Expenses" means costs and expenses incurred or projected and applicable to the repair, maintenance, restoration and operation of, and any alteration, addition or improvement to, the Common Elements and as otherwise provided in this Declaration and the By-Laws or in connection with any services or facilities benefiting both.

"Common Interest" means the undivided interest in the Common Elements appurtenant to a Unit, expressed as a percentage.

"Community Facility Unit" means the Unit identified on Schedule B attached hereto and on the Tax Lot Drawings as the Community Facility Unit together with the Common Interest appurtenant thereto.

"Condo Front Fence" means the parts of the Front Fence located on or near the Property where the Property abuts the public sidewalk of Prince Street; it does not include "Townhouse Front Fence," as defined in the REA or the Property Line Fence (defined below).

"Condo Front Yard" shall mean the CFU Front Yard and the Non-CFU Front Yard.

"Condominium" means 34 Prince Street Condominium.

"Condominium Act" means 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.

"Condominium Documents" means the Declaration and the By-laws, as amended from time to time.

"Condominium Operating Budget" means the operating budget for a given fiscal year of Condominium operation prepared by or on behalf of the Board of Managers in accordance with the By-laws to meet the Common Expenses of the Condominium for that year.

"CPI Factor" means the fraction, expressed as a percentage, the numerator of which is the Consumer Price Index (defined below) for January of the year with respect to which the calculation of the CPI Factor is being made, and the denominator of which is the Consumer Price Index for January of the year in which this Declaration was recorded. The "Consumer Price Index" is the Consumer Price Index for all Urban Consumers, New York-Northeastern New Jersey, All Items, (1982-84=100), issued by the Bureau of Labor Statistics of the United States Department of Labor, or any successor index thereto, appropriately adjusted, If such Consumer Price Index shall hereafter be converted to a different standard reference base or a change is made in the term components or the number of items contained in such Consumer Price Index, or if such Consumer Price Index is altered, modified, converted or revised in any other way, such Consumer Price Index shall be adjusted to the figure that would have been arrived at had the change in the manner of computing such Consumer Price Index in effect at the date this Declaration was recorded not been altered. In the event that such Consumer Price Index is no longer issued, the parties shall use such conversion factor, formula or table as may be published by Prentice Hall, Inc., or failing such publication, by any other nationally recognized publisher of similar statistical information as is then generally recognized and accepted for similar determinations of cost-of-living increases, as selected by the Board.

"Declarant" means Trustees of Saint. Patrick's Cathedral of the City of New York.

"Declaration" means this amended and restated declaration as executed by Declarant and Sponsor, for the purpose of amending and restating the Original Declaration, as the same may be further amended from time to time.

"Development Rights" shall mean certain rights, as determined by the Zoning Resolution, which are appurtenant to a zoning lot, whereby such Zoning Lot may be developed by erecting thereon one or more structures with floor area determined by multiplying the area of the Zoning Lot by the allowable floor area ratio established for the zoning district or districts in which the Zoning Lot is located together with (a) any bonus floor area available to the Zoning Lot pursuant to the Zoning Resolution and (b) any use, bulk, density and other development rights permitted to the Zoning Lot under the Zoning Resolution and which may be authorized to be developed by the appropriate agency of the City of New York from time to time.

"Emergency Situation" means a situation requiring repair or replacement immediately necessary for the preservation or safety of the Building or for the safety of occupants of the Building, or other Persons, or required to avoid the suspension of any essential service in the Building.

"Excess Development Rights" shall mean, as of any date, the excess (if any) of (a) the Development Rights then appurtenant to the Zoning Lot, over (b) the sum of (i) the Development Rights then utilized by the buildings and structures then located upon the Zoning Lot, plus (ii) the Development Rights which will be utilized by such other buildings or structures (or additions to existing buildings or structures), if any, that are contemplated to thereafter be constructed upon the Zoning Lot.

"Facilities" means all personal property and fixtures now or hereafter existing in, on or under the Land or the Building and either existing for the common use of two or more Units or Unit Owners or necessary or convenient for the existence, maintenance or safety of the Property.

For purposes of illustrating the broad scope of such term and without intention to limit the generality of the foregoing in any respect, the term "Facilities" shall include all equipment, apparatus, convectors, radiators, heaters, converters, heat exchangers, mechanisms, devices, machinery, induction units, fan coil units, motors, pumps, controls, tanks, tank assemblies, installations, condensers, compressors, fans, dampers, blowers, thermostats, thermometers, coils, vents, sensors, shut off valves, other valves, gongs, panels, receptacles, outlets, relays, alarms, sprinkler heads, electric distribution facilities, wiring, wire-ways, switches, switchboards, circuit breakers, transformers, fittings, Siamese connections, hoses, plumbing, fixtures, lighting fixtures, other fixtures, bulbs, signs, antennae, telephones, meters, meter assemblies, scaffolding, piping, lines, ducts, conduits, cables, risers, mains, shafts, pits, flues, locks, hardware, racks, screens, strainers, traps, drains, catch basins, leaders, filters, incinerators, canopies, closets, cabinets, doors, railings, copings, steps, furniture, mirrors, furnishings, appurtenances, urns, baskets, mail chutes, mail boxes, carpeting, tiles, floor coverings, draperies, shades, window coverings, wallpaper, wall coverings, trees, shrubbery, flowers, plants, horticultural tubs and horticultural boxes.

"First Year Budget" means the operating budget for the 12-month period commencing upon the closing of the first Residential Unit sold or otherwise conveyed under the Offering Plan.

"Front Fence" means the front fence located, as of the date of this Declaration, on or near the Property and extending to the front of the Townhouse Property, where these properties abut the public sidewalk of Prince Street, as same may be altered or replaced from time to time; it does not include the Property Line Fence.

"Governmental Authority" means any federal, state, county, municipal, foreign, international, regional or other governmental authority, agency, board, body, instrumentality or court having jurisdiction with respect to the Property.

"Initial Control Period" means the period ending thirty (30) days after the closing of sales for eighty percent of the Residential Units in number and Common Interest but not later than five years from the first closing under the Offering Plan.

"Insurance Trustee" means a bank acting as insurance trustee for disbursement of loss proceeds to restore, which must be a bank in New York City regularly engaged in making construction loans or acting as an insurance trustee.

"Interior Garden Courtyard" means the area on the street level of the Building designated as Interior Garden Courtyard on the Tax Lot Drawings.

"IRU" means the Initial Residential Unit.

"Land" means the parcel of land upon which the Building is situated, as described in Exhibit A to the Declaration.

"Lift" means the exterior ADA handicap platform lift adjacent to the Building on the Prince Street (north) side, providing access to the basement level of the CFU.

"Limited Common Elements" means the Residential Common Elements, the Residential Limited Common Elements, and the CFU Common Elements.

"Managing Agent" means a Person employed by the Board as a managing agent or manager pursuant to Section 2.3 of the By-Laws who undertakes to perform such duties and services as such Board shall direct and who shall have whatever powers the such Board shall delegate, subject to the limitations contained said Section 2.3.

"Mortgage" means a recorded mortgage secured by a lien on a Unit.

"Non-CFU Front Fence" means the fence located between the CFU Front Yard and the Non-CFU Front Yard.

"Non-CFU Front Yard" means the portion of the Condo Front Yard other than the CFU Front Yard and identified as Non-CFU Front Yard on the Tax Lot Drawings.

"Offering Plan" means the offering plan for the public sale of Residential Units, filed by Sponsor with the New York State Department of Law, as the same may be amended from time to time.

"Original Declaration" means the declaration recorded July 18, 2014 as CRFN 2014000240875 as executed by Declarant, for the purpose of submitting the Property to the provisions of the Condominium Act and establishing a regime for the condominium ownership thereof.

"Original Tax Lot Drawings" means drawings certified by Marvel Architects, PLLC and recorded July 18, 2014 as CRFN 2014000240876.

"Penthouse Level Mechanical Terrace" means the Roof above the fourth floor of the Building on the east (Mott Street) side of the Property on which certain condensers and other mechanical equipment serving the CFU are located, as indicated on the Tax Lot Drawings.

"Permitted Mortgage" shall mean any recorded first Mortgage as to which the mortgagee has provided the Board with its name and address. If a single Permitted Mortgagee holds a building loan mortgage and up to two other mortgages to comply with the Lien Law, then those mortgages shall be treated as a single mortgage for purposes of this definition, but only so long as commonly held.

"Permitted Mortgagee" means the holder of any Permitted Mortgage and shall include, without limitation, such banks and financial institutions as constitute holders of mortgages given by the Sponsor or the CFU Owner to acquire or construct the Property.

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

"Property" shall have the meaning ascribed to such term in Section 2.1 of the Declaration.

"Property Line" means the common property line of the Townhouse Property and the Property perpendicular to Prince Street.

"Property Line Fence" means the fence constructed, as of the date of this Declaration, on the Property Line, as same may be altered or replaced from time to time.

"Purchaser" means purchaser of a Residential Unit pursuant to a Purchase Agreement.

"Purchase Agreement" means a contract to purchase a Residential Unit executed by Sponsor and a Purchaser pursuant to the Offering Plan.

"REA" shall have the meaning given in Section 2.4 of the Declaration.

"Register's Office" means the Office of the Register of The City of New York, New York County.

"Residential Committee" means the three (3) Residential Members of the Board of Managers.

"Residential Common Interest" means the undivided interest in the Common Elements appurtenant to a Residential Unit using only Residential Units in the calculation, such that the Residential Common Interest expressed as a percentage, shall be based upon the aggregate of the Residential Common Interest for all Residential Units equaling 100%.

"Residential Member" means any Residential Unit Owner elected or appointed to be a member of the Board, and who shall also automatically be a member of the Residential Committee.

"Residential Section" means the Residential Units and the Residential Common Elements.

"Residential Unit" means any separate residential apartment Unit resulting from the subdivision of the IRU by Sponsor pursuant to the provisions of the Condominium Documents.

"Residential Unit Owner" shall have the meaning given in Section 5.1 of the Declaration

"Roofs" shall mean all roofs of the Building and individually, a "Roof".

"Shared-Cost Roof" shall have the meaning given in the REA.

"Special Assessment" means an assessment periodically charged and payable to the Board by a Unit Owner for the benefit of the Condominium typically for unanticipated expenses not projected in the annual budget or capital improvement or for an obligation performed by the Board on behalf of a Unit Owner for which Unit Owner is responsible under the Condominium Documents.

"Sponsor" means 34 Prince Equities LLC, its successors or assigns, but not Purchasers pursuant to the Offering Plan.

"Sponsor Successor" means a Unit Owner owning at least four of the Residential Units which are not purchased for occupancy by the Unit Owner or one or more members of his or her (or the principal's, if an entity) immediate family.

"Stormwater Diversion System" shall have the meaning given in the REA.

"Tax Lot Drawings" means those floor plan drawings filed and recorded in the Register's Office simultaneously with the recording of the Declaration showing, in accordance with New York Real Property Law § 339-p, among other things, the layout, location and approximate dimensions of the Units as-built, together with any amendments and supplements thereto, which Tax Lot Drawings amend and restate the Original Tax Lot Drawings.

"Townhouse Property" means the townhouse property adjacent to the Property on the west, having the address 38 Prince Street, New York, NY.

"Unit" means a space designated in the Declaration as a Unit, consisting, generally, of a portion of the space in the Building, together with the Common Interest appurtenant thereto, as set forth on Exhibit B-1 to this Declaration..

"Unit Owner" shall have the meaning ascribed to such term in Section 5.1 of the Declaration.

"Unit Roof Terrace" means a terrace appurtenant to a specific Residential Unit as a Limited Common Element constructed on a portion of a Roof as shown on the Tax Lot Drawings.

"Unsold Residential Units" shall mean Residential Units that are owned by Sponsor, its successor or assigns, which have not been sold pursuant to the Offering Plan.

"ZLDA" means that certain Zoning Lot and Development Agreement to be entered into by and between into by the Board and Declarant hereunder and recorded in the City Register's Office pertaining to Development Rights associated with the Property as same may be amended from time to time.

"Zoning Lot" means the zoning lot of which the Land constitutes a part, as the same may hereafter be modified in accordance with the Zoning Resolution.

"Zoning Resolution" means the Zoning Resolution of the City of New York, effective December 15, 1961, as amended to date, and as the same may hereafter be amended. The terms "floor area", "floor area ratio", "zoning lot", "party(ies) in interest", "use", "bulk", "dwelling units", "height" and "lot coverage" shall all have the meanings set forth in Section 12-10 of the Zoning Resolution.

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EXHIBIT D

TO THE AMENDED AND RESTATED DECLARATION

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AMENDED AND RESTATED BY-LAWS

OF

34 PRINCE STREET CONDOMINIUM

Prepared by:

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AMENDED AND RESTATED BY-LAWS

OF

34 Prince Street Condominium
34 Prince Street
New York, New York 10012

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AMENDED AND RESTATED BY-LAWS

ARTICLE 1

GENERAL

1.1. **Purpose.** The purpose of these Amended and Restated By-Laws (hereinafter, the "**By-Laws**") is to set forth the rules and procedures concerning the conduct of the affairs of the Condominium. These By-Laws replace those by-laws recorded as part of the Original Declaration (the "**Original By-Laws**") in their entirety. The Condominium covers the Property, which consists of the Land, the Building and all other improvements thereon (including, without limitation, the Units and the Common Elements), and all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed real and personal, that is intended for use in connection therewith. The Property was originally submitted to the provisions of the Condominium Act by the recording in the Register's Office of the Original Declaration which Original Declaration is amended and restated by the recording in the Register's Office of the Amended and Restated Declaration of which these By-Laws form a part.

1.2. **Definitions.** All capitalized terms used in these By-Laws not otherwise defined in any of the Articles hereof shall have the meanings set forth in the Declaration or in Exhibit C to the Declaration, unless the context otherwise requires. All capitalized terms used in these By-Laws that are defined in any of the Articles hereof shall have the meanings ascribed to them in such Articles, unless the context otherwise requires. Each of the capitalized terms shall be applicable to singular and to plural nouns, as well as to verbs of any tense.

1.3. **Applicability of By-Laws.** These By-Laws are applicable to the Property and to the use and occupancy thereof. All present and future Unit Owners, mortgagees, lessees, sublessees and other occupants of Units and employees and guests of Unit Owners, as well as all other Persons who may use the facilities of the Property, are and shall be subject to the Declaration and these By-Laws. In the event the CFU is subdivided into Residential Units, the owners of those Residential Units shall be obligated to comply with the Declaration and these By-Laws in the same manner as then existing Residential Unit Owners.

1.4. **Principal Office of Condominium.** The principal office of the Condominium shall be located within the Property or at such other place within the Borough of Manhattan reasonably convenient thereto, as may be designated from time to time by the Board.

ARTICLE 2

BOARD OF MANAGERS

2.1. **Number, Term and Qualification.**

2.1.1 As more particularly set forth in Section 2.2 of these By-laws the affairs of the Condominium are governed by the Board of Managers, also referred to herein as the "Board.". Up until the recording of these By-laws, the Board consisted of one member appointed by

Sponsor and one member appointed by CFU Owner (the "**CFU Member**"). As of the date of the recording of these By-Laws, the Board shall consist of four members. Upon the recording of these By-laws, the Board member that had been appointed by IRU Owner shall resign and Sponsor shall appoint three members representing the Residential Unit Owners (each a "**Residential Member**"). The CFU Owner shall confirm the continued appointment of the CFU Member it previously appointed or shall appoint a new CFU Member. At the first annual meeting of Unit Owners discussed in Section 3.1 of these By-laws, Sponsor's designated Residential Members shall resign and, subject to Sponsor's control rights in Section 3.9.3 of these By-Laws, an election shall be held to elect three (3) Residential Members from among the Residential Unit Owners. The CFU Member will continue to serve at the pleasure of the CFU Owner. There shall be no change in the number of Residential Members so long as Sponsor owns one Unit.

2.1.2 Each member of the Board shall serve until the next annual meeting thereof and until successors have been elected or appointed and qualified. There shall be no limit on the number of successive terms a Board member may serve.

2.1.3 The CFU Member may be any individual over the age of 18 who is appointed to represent the CFU Owner. Except for Board members designated by Sponsor, (a) all Residential Members shall be either Residential Unit Owners or officers, directors, shareholders, partners, principals, members, trustees, employees or beneficiaries of corporations, partnerships, limited liability companies, fiduciaries or any other entities that own Residential Units, Permitted Mortgagees of the Residential Units, or family members of any of the foregoing. No Residential Unit Owner may be elected to serve on the Board if the Board has perfected a lien against such Unit Owner's Unit and the amount necessary to release such lien (and pay all expenses incurred by the Board, its committees, the Managing Agent or any agents of any of the foregoing in connection with the matter resulting in the perfection of the lien, including without limitation, attorneys' fees and expenses) has not been paid at the time of such election. No more than one resident or owner of any one Residential Unit may serve on the Board at any given time. Other than Board members designated by Sponsor, no Board member shall continue to serve after such member ceases to be qualified as set forth above.

2.1.4 The three Residential Members shall comprise the Residential Committee (the "**Residential Committee**"). The Residential Committee shall have powers and duties solely for the administration of the affairs of the Residential Section.

2.2. **Powers and Duties.**

2.2.1 The Board shall have the powers and duties necessary for or incidental to the administration of the affairs of the Condominium (except such powers and duties which by law, the Declaration or these By-Laws, may not be delegated to the Board by the Unit Owners and those powers and duties which are to be solely exercised by the Residential Committee). All determinations shall be made subject to the provisions of Section 2.5 hereof.

2.2.2 Subject to the provisions of Subsection 2.2.1 and without limiting the generality thereof, the Board shall be entitled to make determinations with respect to the following matters:

(1) The operation, care, upkeep, maintenance, repair and replacement of the General Common Elements, including contracts for utilities, services and supplies.

(2) The amount of Common Charges and Special Assessments and the collection of Common Charges and Special Assessments payable by Unit Owners.

(3) The employment and dismissal of the personnel necessary for the maintenance and operation of the General Common Elements.

(4) Making additions and improvements to, or alterations of, the General Common Elements.

(5) Making repairs and restorations of the Building or General Common Elements or parts thereof damaged or destroyed by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings.

(6) Enforcing by legal and equitable means the terms, covenants and conditions contained in the Condominium Documents (and in connection therewith, to bring or defend against any proceedings, actions or suits that may be instituted on behalf of, or against, the Unit Owners).

(7) Opening and maintaining bank accounts on behalf of the Condominium (with respect to matters within its jurisdiction as provided in these By-Laws) and designating signatories therefor.

(8) Adjusting and settling insurance claims (and executing and delivering releases in connection therewith).

(9) Borrowing money on behalf of the Condominium, when required in connection with the operation, care, upkeep and maintenance of, or the making of repairs, replacements, restorations or additions to or alterations of, the Common Elements; provided, however, that (i) the consent of at least 80% in Common Interest of all Unit Owners shall be required for any borrowings in excess of the aggregate amount of $1,000,000, multiplied by the CPI Factor, in any one fiscal year (regardless of the balance of any loans outstanding from previous years), provided that such consent is not required for a borrowing to meet the requirements of Applicable Law 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 consent of the owner of such Unit. If any sum borrowed by the Board pursuant to the authority contained in this Subsection 2.2.2(l0) is not repaid by the Board, a Unit Owner who pays to the creditor a percentage thereof equal to the Common Interest appertaining to said Owner's Unit shall be entitled to obtain from the creditor a release of any judgment or other lien that said creditor has filed or has the right to file against such Unit. The CFU Owner shall not be responsible for any obligation or repayment related to a borrowing solely related to the operation, care, upkeep and maintenance of the Residential Section.

(10) Organizing corporations and limited liability companies to act as designees of the Board with respect to such matters as the Board may determine.

(11) Executing, acknowledging and delivering (i) any declaration or other instrument affecting the Property that the 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 Building, or (ii) any consent, covenant, restriction, easement or declaration affecting the Property which the Board deems necessary or appropriate.

(12) Preparing, executing and recording, on behalf of all Unit Owners, as their attorney-in-fact, coupled with an interest, a restatement of the Declaration and/or these By-Laws whenever, in the Board's estimation, it is advisable to consolidate and restate all amendments, modifications, additions and deletions theretofore made to the Declaration and/or these By-Laws.

(13) Obtaining and reviewing insurance for the Property, including, without limitation, reviewing insurance to be placed by Unit Owners in accordance with the provisions of Article 6 and insurance required to be carried by the Condominium pursuant to the REA.

(14) Entering into amendments to the ZLDA and the REA on behalf of the Unit Owners, subject to the consent of the CFU Owner with respect to amendments of the REA, carrying out the obligations of the Condominium thereunder and enforcing the rights of the Condominium and its Unit Owners thereunder.

(15) Execute, on behalf of all Unit Owners, a declaration of zoning lot restrictions or other document to effectuate the transfer of Excess Development Rights, the Board having been provided a power of attorney by all Unit Owners for that purpose.

(16) Leasing, purchasing or otherwise acquiring in the name of the Board or its designee, on behalf of all Unit Owners, Units offered for lease or sale or surrendered by their owners to the Board.

(17) Purchasing Units at foreclosure or other similar sales, in the name of the Board or its designee, on behalf of all Unit Owners.

(18) Selling, leasing, subleasing, mortgaging and otherwise dealing with (but not voting the interests appurtenant to) Units acquired by, and subleasing Units leased by, the Board or its designee, on behalf of all Unit Owners.

(19) Imposing move-in fees and charges, and transfer fees in connection with the sale or lease of a Residential Unit, in addition to those set forth elsewhere in these By-Laws, provided that no such fees or charges or any other conditions of transfer

or lease may be imposed upon the CFU Owner, Sponsor or a Sponsor Successor or upon a purchaser in a transaction with the CFU Owner, Sponsor or a Sponsor Successor.

(20) Establishing and enforcing other fees chargeable to Unit Owners (other than Sponsor, a Sponsor Successor or the CFU Owner) in connection with processes requested of the Board or Condominium, and fines for violations of Condominium requirements;

(21) Licensing or leasing Residential Common Elements.

(22) Obtaining reserve fund studies for the purpose of budgeting for annual reserve fund contributions.

2.2.3 Notwithstanding the foregoing, subject to the provisions of Subsection 2.2.1 and without limiting the generality thereof, the Residential Committee shall make all determinations and decisions with respect to certain powers listed in Subsection 2.2.2 above with respect to the Residential Section only, for the benefit of and on behalf of all Residential Unit Owners, specifically those powers set forth in Subsection 2.2.2, items (1), (4), (5), (8), (10), (17), (18), 19, 20, (21) and (22) therein.

2.3. **Managing Agents and Managers.** With respect to matters the determinations concerning which the Board is entitled to make, the Board may employ a Managing Agent at a compensation established by the Board to perform such duties and services as the Board shall authorize. The Residential Committee may also employ a Managing Agent at a compensation it establishes to perform additional work on behalf of the Residential Unit Owners at the sole cost and expense of the Residential Unit Owners.

2.4. **Certain Limitations on Powers of the Board or Residential Committee.**

2.4.1 Notwithstanding anything to the contrary contained in these By-Laws, for a period ending not more than five (5) years after the first closing of a Residential Unit offered under the Offering Plan, or whenever the Unsold Residential Units constitute less than twenty-five percent (25%) of the Common Interest, whichever is sooner, neither the Board nor the Residential Committee may, without the Sponsor's prior written consent:

(i) make any addition, alteration or improvement to the Common Elements, unless required by Applicable Law;

(ii) assess any Common Charges or Special Assessments for the creation or replacement of, or the addition to, all or any part of a reserve, contingency or surplus fund in excess of 5% in the aggregate of the estimated Common Expenses for any one fiscal year of operation, provided the same does not violate Applicable Law, in which event the maximum assessment permitted hereunder shall equal the minimum required by Applicable Law;

(iii) increase the number or change the type of employees of the Condominium from those budgeted for and described in the First Year Budget adopted by the Board in accordance with these By-laws;

(iv) enter into any service or maintenance contracts for work, labor or services not covered in the First Year Budget; or

(v) borrow money on behalf of the Condominium.

2.4.2 Notwithstanding the foregoing, the Sponsor may neither exercise a veto over nor direct any Residential Member appointed or otherwise chosen by the Sponsor to vote against expenditures that: (a) conform to the First Year Budget and are for the period covered by the First Year Budget; or (b) are required to comply with Applicable Law, including to cure any notices of violations; or (c) are necessary to remedy any work order by an insurer which is the responsibility of the Board to remedy. Notwithstanding the foregoing, nothing shall prohibit Sponsor from directing any Residential Member appointed by Sponsor to vote in good faith against a specific contractor or contract for curing violations or completing any necessary work.

2.4.3 Notwithstanding anything to the contrary contained in these By-Laws, neither the Board nor the Residential Committee shall take any of the actions set forth below in Subparagraphs 1 through 4 below unless three (3) of the members of the Board, so approve in writing or by vote at a duly constituted meeting called for such purpose:

(1) increase the number or change the type of employees of the Condominium from that described in the First Year Budget;

(2) provide for new or additional services, apart from those described in the First Year Budget;

(3) impose any Common Charge or Special Assessment for the purpose of making any capital or major improvement, alteration or addition to the Common Elements, unless required by Applicable Law (provided, however, that nothing contained herein shall restrict the rights and obligations of the Board to maintain and repair the Common Elements); or

(4) establish any reserves, including, without limitation, a reserve for contingencies, repairs, improvements or replacements, other than a reserve in accordance with FNMA or similar requirements in order to make the Residential Units more financeable and/or marketable, for the ensuing 12 months of operation (provided, however, that nothing contained herein shall restrict the right of the Board to assess Unit Owners from time to time for any budget deficiency).

2.5. **Board Composition and Determinations.** The Board shall initially consist of four (4) individuals, one (1) designated by the CFU Owner and three (3) elected by the Residential Unit Owners. The terms of each such member of the Board shall expire annually. The CFU Member shall make all decisions that concern exclusively the CFU or the CFU Owner and do not materially and adversely affect the Residential Units or the Residential Unit Owners and the Residential Committee shall make all decisions that concern exclusively the Residential Units and do not materially and adversely affect the CFU or CFU Owner. Decisions or actions that affect both the CFU and Residential Units and/or the CFU Owner and Residential Unit Owners shall require a vote of the Board, provided that, although the members of the Board

elected by the Residential Unit Owners shall have the power to control the Board, in no event whatsoever may they exercise such majority control or otherwise take any action that may materially and adversely impact the CFU or the CFU Owner. Any dispute as to whether or not an action or determination (i) by the Residential Committee may or does materially and adversely impact the CFU or the CFU Owner or (ii) by the CFU Owner may or does materially and adversely affect the Residential Section, that cannot be resolved by the members of the Board may be submitted to Arbitration at the election of any Board member. As used herein the term "Arbitration" means arbitration conducted in accordance with the provisions of Article 11. In the event the CFU is subdivided such that the CFU is entirely reconstituted as one or more Residential Units, the CFU Owner shall no longer designate a CFU Board member and the Board shall then consist of three (3) members elected by the Residential Unit Owners. In such event the Residential Committee shall cease to exist. If there is a deadlock because the Board consists of four (4) members and all four (4) members vote and the result is a tie, the President of the Condominium shall decide whether or not the measure shall be adopted in his or her sole discretion.

2.6. **Resignation and Removal.** A Board member may resign at any time by written notice sent by certified mail, return receipt requested, to the Board. Such resignation shall take effect at the time specified therein and, unless specifically requested, acceptance of such resignation shall not be necessary to make it effective. The CFU Member may be removed, with or without cause, only by the CFU Owner. Any Residential Member may be removed, with or without cause, by a Majority Vote of Residential Unit Owners present in person or by proxy at a regular or special meeting of Unit Owners at which a quorum is present. Any Board member whose removal has been proposed, except for the CFU Member, shall be given an opportunity to be heard at the meeting. Notwithstanding the above, members of the Board designated by Sponsor or a Sponsor Successor may only be removed with cause and replaced as described in Section 2.7. In addition, any member of the Board who is designated as such by Sponsor or Sponsor Successor, may be removed by Sponsor or Sponsor Successor, with or without cause, and Sponsor or Sponsor Successor shall have the right to designate the replacement for such member. If a Residential Member resigns or is removed from the Board, he or she shall also be deemed to have also resigned or been removed from the Residential Committee.

2.7. **Vacancies.** Any CFU Member vacancy shall be filled by an individual designated by the CFU Owner. Subject to the foregoing and the provisions of Subsection 3.9.3 and 3.9.4, any Residential Member vacancy on the Board for whatever reason shall be filled by the Residential Members of the Board then in office, at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy even though the members present at such meeting may constitute less than a quorum, and any person so elected or appointed shall be a member of the Board until the next annual meeting of the Unit Owners, when a successor shall be elected for the remainder of the term of the member creating such vacancy. Notwithstanding anything to the contrary contained in these By-Laws, in the case of a vacancy on the Board that is created by the resignation or removal of any Board member designated by Sponsor or that is otherwise created by any Board member designated by Sponsor's ceasing to be a member of the Board, Sponsor shall have the sole right to designate a replacement for such member.

2.8. **Regular Meetings of the Board.** Regular Meetings of the Board may be held at

such time and place in the Borough of Manhattan as shall be determined from time to time by the members thereof, but not less than once every 90 days (for a total of four times a year), except if the members of the Board fail to agree as to whether or not they will meet or are unable to agree to a date, time or place for a meeting, such matter may be submitted for Arbitration. Notice of regular meetings shall be given to each member thereof, by personal delivery, mail, nationally recognized overnight courier, facsimile or e-mail, at least five (5) business days prior to the day named for such meeting. E-mail notice may be given only if the Board maintains a regularly updated list of e-mail addresses for all Board members and Unit Owners.

2.9. **Special Meetings of the Board.** Special meetings of the Board may be called by the President or Vice President or the CFU Member by giving five (5) business days' prior notice to each member of the Board by personal delivery, mail, facsimile or e-mail, which notice shall state the time, place (in the Borough of Manhattan) and purpose of the meeting. E-mail notice may be given only if the Board maintains a regularly updated list of e-mail addresses for all Board members and Unit Owners.

2.10. **Resolutions of the Board.** The Board shall cause to be promptly delivered or made available to the Unit Owners copies of all resolutions adopted by it, except to the extent of matters privileged under Applicable Law.

2.11. **Waiver of Notice.** Any Board member may at any time waive notice of any Board meeting in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board at any meeting thereof shall constitute a waiver of notice by him or her of the time and place thereof. If all the members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

2.12. **Determinations by Board; Quorum.**

2.12.1 Except as otherwise set forth in Subsection 2.12, all determinations by the Board shall be made at a meeting of the Board at which a quorum thereof is present. Presence by three members of the Board shall constitute a quorum.

2.12.2 If at a Board meeting there is less than a quorum present, the attending members may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

2.12.3 In the event a Board member fails to attend two successively called meetings of the Board so that no quorum is present for either meeting, and two other Board members have attended both meetings, if a third meeting is called due to lack of a quorum at the first two meetings and the same Board members who attended the first two meetings attend the third meeting, a quorum shall be deemed to be established at the third Board meeting for the transaction of business, whether or not the other Board members are present.

2.12.4 Members of the Board may participate in a meeting thereof by means of a conference telephone or similar communications equipment by means of which all persons participating in such meeting can hear each other and such participation shall constitute presence

at such meeting. Notwithstanding anything to the contrary contained herein, action permitted or required to be taken at a meeting of the Board may be taken without a meeting if all members of the Board consent in writing to the adoption of a resolution authorizing such action and the writing or writings are filed with the minutes of the Board.

2.13. **Regular Meetings of the Residential Committee.** Regular Meetings of the Residential Committee may be held at such time and place in the Borough of Manhattan as shall be determined from time to time by the members thereof, but not less than once every 90 days (for a total of four times a year), except if the members of the Residential Committee fail to agree as to whether or not they will meet or are unable to agree to a date, time or place for a meeting, such matter may be submitted for Arbitration. Notice of regular meetings shall be given to each member thereof, by personal delivery, mail, nationally recognized overnight courier, facsimile or e-mail, at least five (5) business days prior to the day named for such meeting. Notices of Residential Committee meetings and Board meetings may be combined into one document.

2.14. **Special Meetings of the Residential Committee.** Special meetings of the Board may be called by any member of the Residential Committee by giving five (5) business days' prior notice to each member of the Residential Committee by personal delivery, mail, facsimile or e-mail, which notice shall state the time, place (in the Borough of Manhattan) and purpose of the meeting.

2.15. **Resolutions of the Residential Committee.** The Residential Committee shall make available to the Residential Unit Owners copies of all resolutions adopted by it, except to the extent of matters privileged under Applicable Law.

2.16. **Waiver of Notice.** Any Residential Committee member may at any time waive notice of any Residential Committee meeting in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Residential Committee at any meeting thereof shall constitute a waiver of notice by him of the time and place thereof. If all the members are present at any meeting of the Residential Committee, no notice shall be required and any business may be transacted at such meeting.

2.17. **Determinations by Residential Committee; Quorum.**

2.17.1 Except as otherwise set forth in Subsection 2.12, all determinations by the Residential Committee shall be made at a meeting of the Board at which a quorum thereof is present. Presence by two members of the Residential Committee shall constitute a quorum.

2.17.2 If at a Residential Committee meeting there is less than a quorum present, the attending member may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

2.17.3 Members of the Residential Committee may participate in a meeting thereof by means of a conference telephone or similar communications equipment by means of which all persons participating in such meeting can hear each other and such participation shall

constitute presence at such meeting. Notwithstanding anything to the contrary contained herein, action permitted or required to be taken at a meeting of the Residential Committee may be taken without a meeting if all members of the Residential Committee consent in writing to the adoption of a resolution authorizing such action and the writing or writings are filed with the minutes of the Residential Committee.

2.18. **Compensation.** No member of the Board or Residential Committee shall receive any compensation for acting as such.

2.19. **Liability of Board, Residential Committee and Unit Owners.**

2.19.1 To the extent permitted by Applicable Law, no member of the Board or Residential Committee shall have any personal liability with respect to any contract, act or omission of the Board, Residential Committee or of any Managing Agent in connection with the affairs or operation of the Condominium (except in their capacities as Unit Owners), and the liability of any Unit Owner with respect thereto shall be limited as hereinafter set forth. Every contract made by the Board, Residential Committee or by any Managing Agent thereof shall state that it is made by the Board, Residential Committee or Managing Agent only as agent for the applicable Unit Owners, and that the members of the Board, Residential Committee or such Managing Agent shall have no personal liability thereon (except in their capacities as Unit Owners). Every such contract shall also state the applicable limitations of liability of Unit Owners provided for in the next sentence. The liability of any Unit Owner with respect to any contract, act or omission with respect to the Condominium shall be limited to such proportionate share of the total liability as the Common Interest of such Unit Owner's Unit(s) bears to the aggregate Common Interests of all Unit Owners, and, to the extent permitted by Applicable Law, shall be limited to such Unit Owner's interest in such Unit Owner's Unit and its Appurtenant Interest, so that such Unit Owner shall have no personal liability for such contract, act or omission unless expressly stated to the contrary in such contract (as determined by the Board or Residential Committee, if applicable, in its sole and absolute discretion). Nothing in the preceding sentence shall limit a Unit Owner's liability for the payment of Common Charges and Special Assessments, if any. Board and Residential Committee members shall have no liability to Unit Owners, except that the Board or Residential Committee member shall be liable for the Board or Residential Committee member's own bad faith or willful misconduct. All Unit Owners shall severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify each Board member and, with respect to Residential Unit Owners, all Residential Unit Owners shall indemnify each Residential Committee member against any liability or claim relating to, arising out of, or in connection with the Board or Residential Committee member's actions in his or her capacity as a Board or Residential Committee member, except those arising out of such member's own bad faith or willful misconduct.

2.19.2 Neither the Board nor Residential Committee nor any member thereof shall be liable for either (i) any failure or interruption of any utility or other service to be obtained by, or on behalf of, the Board or Residential Committee or to be paid for as a Common Expense; or (ii) any injury, loss or damage to any individual or property, occurring in, on or upon either a Unit or the Common Elements, and either (a) caused by the elements, any Unit Owner or any other Person, or (b) resulting from electricity, water, snow or ice that may leak or flow from a Unit or any portion of the Common Elements, or (c) arising out of theft or otherwise; except, in

each case, when caused by the acts of bad faith or willful misconduct of the Board or Residential Committee or such member thereof, as the case may be.

2.20. **Fidelity Bonds.** The Board shall have the authority to obtain or ensure maintenance of fidelity bonds, in amounts deemed appropriate by it, for all of its members, officers and employees and for the Managing Agent, if any, employed by it; and the premiums on such bonds shall constitute Common Expenses.

2.21. **Principal Offices of Board.** The principal office of the Board shall be located within the Property or at such other place in the Borough of Manhattan reasonably convenient thereto as may be designated from time to time by the Board.

2.22. **Status of Board.** In addition to the status conferred upon the Board under or pursuant to the provisions of the Condominium Act, the Board shall, to the extent permitted by Applicable Law, be deemed to constitute a separate association for all purposes under and pursuant to the provisions of the General Associations Law of the State of New York. In the event of the incorporation of any of the Board pursuant to the provisions of Section 2.23 below, the provisions of this Section 2.22 shall no longer be applicable to the Board.

2.23. **Incorporation of Board.** To the extent and in the manner provided in the Condominium Act, the Board may, by action of the Board as provided in this Article 2, be incorporated under the applicable statutes of the State of New York. In the event that the Board so incorporates, it shall have, to the extent permitted by Applicable Law, the status conferred upon it under such statutes in addition to the status conferred upon the Board under or pursuant to the provisions of the Condominium Act. The certificate of incorporation and by-laws of any such resulting corporation shall conform as closely as practicable to the provisions of the Declaration and these By-Laws, and the provisions of the Declaration and these By-Laws shall control in the event of any inconsistency or conflict between the provisions hereof and the provisions of such certificate of incorporation and by-laws.

2.24. **Board as Agent of Unit Owners.** In exercising its powers and performing its duties under the Declaration and these By-Laws, the Board shall act in good faith as, and shall be the agent of the Unit Owners, subject to and in accordance with the provisions of the Declaration and these By-Laws.

2.25. **Residential Committee as Agent of Residential Unit Owners.** In exercising its powers and performing its duties under the Declaration and these By-Laws, the Residential Committee shall act in good faith as, and shall be the agent of the Residential Unit Owners, subject to and in accordance with the provisions of the Declaration and these By-Laws.

2.26. **Prohibited Transactions.** Each member of the Board shall perform his or her duties, and shall exercise his or her powers, in good faith and with a view to the interests of the Condominium. To the extent permitted by Applicable Law, no contract or other transactions between the Board or Residential Committee and either (i) any of its members or (ii) any corporation, partnership, fiduciary, firm, limited liability company, association or other entity in which any of the members of the Board are officers, directors, employees, partners, members, fiduciaries, beneficiaries or principals, or are otherwise interested, financially or otherwise, shall

be deemed either void or voidable because either (a) any such interested member of the Board was present at the meeting or meetings of the Board during which such contract or transaction was discussed, authorized, approved or ratified, or (ii) the vote of any such interested member was counted; provided, however, that either:

2.26.1 the material facts as to the Board member's interest in such contract or transaction are disclosed in good faith or known to the Board or are noted in the minutes thereof, and the Board approves, authorizes or ratifies such contract or transaction in good faith by approval of the other Board member; or

2.26.2 the fact thereof is disclosed to, or known by all Unit Owners and a majority of Unit Owners shall authorize, approve or ratify such contract or transaction; or

2.26.3 the contract or transaction is considered commercially reasonable by the Board or Residential Committee at the time it is authorized, approved, ratified, executed or otherwise consummated.

Any interested member of the Board or Residential Committee may be counted in determining the presence of a quorum of any meeting of the Board or Residential Committee that authorizes, approves or ratifies any such contract or transaction.

ARTICLE 3

UNIT OWNERS

3.1. **Annual Meetings.** The initial annual meeting of Unit Owners was held pursuant to the Original By-Laws prior to the recording of these By-Laws. The first annual meeting of Unit Owners following the recording of these By-Laws shall take place within one year of the first closing of a Residential Unit under the Offering Plan and shall be called by the President of the Condominium. At such meeting, the CFU Owner shall designate the CFU Member and, subject to the provisions of Section 3.9.3, below the Residential Unit Owners shall elect three Residential Members, and there shall also be transacted such other business as may properly come before such meetings. Thereafter, annual meetings shall be held within approximately thirty (30) days of each anniversary of the first annual meeting held pursuant to these By-laws. At such meetings, the incumbent Residential Members shall resign and the new Residential Members shall be elected, and there shall be transacted such other business as may properly come before such meetings.

3.2. **Place of Meetings.** Meetings of Unit Owners shall be held at the Condominium or at such other suitable and convenient place in the Borough of Manhattan as may be designated by the Board.

3.3. **Special Meetings.** The President of the Condominium shall call a special meeting of all Unit Owners if so directed by duly adopted resolution of the Board or upon receipt of by the Secretary of the Condominium of a notice from two Residential Unit Owners or a notice from the CFU Owner.

3.4. **Notice of Meetings and Actions Taken.** Notice of each annual or special meeting shall be given by the Secretary to the Unit Owners of record entitled to vote thereat. Each such notice shall state the purposes of the meeting and the time and place where it is to be held, and no business shall be transacted thereat except as stated in the notice. All notices hereunder shall be given by personal delivery, mail, nationally recognized overnight courier, facsimile or e-mail, at least ten (10) days but no more than forty (40) days prior to the day named for the meeting and shall be given or sent to the Unit Owners entitled to receive same at their address at the Property or at such other address at the Property or elsewhere as any Unit Owner has designated by notice in writing to the appropriate Secretary at least ten (10) days prior to the giving of notice of the applicable meeting.

3.5. **Adjournment of Meetings.** If any meeting of Unit Owners cannot be held because a quorum is not present, all Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time fixed for the original meeting.

3.6. **Order of Business.** The order of business at all meetings of Unit Owners shall be as follows:

(i) Call to order,

(ii) Roll call;

(iii) Proof of notice of meeting;

(iv) Reading of minutes of preceding meeting;

(v) Reports of officers;

(vi) Reports of members of the Board;

(vii) Reports of committees;

(viii) Election of inspectors of election (when so required);

(ix) Election of members of the Board (when so required);

(x) Unfinished business;

(xi) New business; and

(xii) Adjournment.

3.7. **Title to Units.** Title to Units may be taken by any individual, corporation, partnership, association, trust, religious institution or body or other entity, or any two or more of such owners as joint tenants, tenants in common or tenants by the entirety, as may be appropriate, but not as owners in severalty.

3.8. **Voting.**

3.8.1 Each Unit Owner or a person designated by such Unit Owner to act as proxy on such Unit Owner's behalf and who need not be a Unit Owner, shall be entitled to cast the votes appurtenant to such Unit as set forth herein and in the Declaration at all meetings of Unit Owners. The designation of any proxy shall be made in writing to the Secretary of the Condominium and shall be revocable at any time by written notice to the Secretary by the Unit Owner so designating; provided, however, that no designation to act as a proxy shall be effective for a period in excess of six months except a designation of a Permitted Mortgagee to act as the proxy of its mortgagor. A fiduciary shall be the voting member with respect to any Unit owned in a fiduciary capacity. Neither the Board nor its designee shall be entitled to vote the interest appurtenant to any Unit owned by the Board, and the Common Interest of such Unit shall be excluded from the total Common Interests when computing the interest of Unit Owners for voting purposes.

3.8.2 If two or more Persons own a Unit, they shall designate in writing to the Secretary of the Condominium one Person among them to vote the entire Common Interest appurtenant to their Unit, and the vote of such designee shall be binding on all such Persons. Failing such designation, all of such Persons shall mutually vote such Common Interest under one ballot without division, and the concurrence of all such Persons shall be conclusively presumed if any one of them purports to vote such Common Interest without protest being contemporaneously made to the individual presiding over the meeting at which such vote is taken. If protest is made, the Common Interest appurtenant to such Unit shall be counted solely for the purpose of determining whether a quorum is present for such voting.

3.8.3 Except as otherwise set forth herein or in the Declaration, at all meetings of Unit Owners, each Unit Owner (or such Unit Owner's proxy) entitled to vote thereat (including Sponsor with respect to Units owned by Sponsor) shall be entitled to cast one vote for each .0001% of Common Interest attributable to such Unit Owner's Unit.

3.8.4 Whenever a particular percentage of Common Interest must be reached for voting purposes and such required percentage is in terms of, for example, the Residential Unit Owners as a group (as opposed to all Unit Owners as a whole, as when electing Residential Members), such required percentage shall mean a percentage in terms of total Common Interests attributable to that particular group and not the percentage of Common Interests attributable to all Unit Owners.

3.9. **Election of Board Members; Rights of Sponsor.**

3.9.1 All elections of Residential Members shall be determined by plurality vote, subject to the provisions of Section 2.1.1.

3.9.2 When voting for Residential Members, the voting shall be by ballot and each ballot shall state the name of the Unit Owner voting and the percentage of Common Interests owned by such Unit Owner, and in addition, the name of the proxy if such ballot is cast by a proxy. Each Residential Unit Owner shall be entitled to cast the number of votes determined in accordance with Subsection 3.8.3 for each member to be elected by the Residential Unit Owners.

Nothing contained in these By-Laws shall be deemed to permit cumulative voting.

3.9.3 Notwithstanding any other provision of this Section 3.9 or any other provision of these By-Laws to the contrary, Sponsor or a Sponsor Successor shall control the Board by virtue of appointing all Residential Members until the expiration of the Initial Control Period. After the Initial Control Period has elapsed, so long as Sponsor owns at least one (1) Unsold Residential Unit, Sponsor shall have the right to designate one (1) Residential Member. In addition to the Residential Member designated by Sponsor, Sponsor shall, at all times, also have the right to cast its votes for all remaining Residential Member positions for candidates who reside in the Building and who are unrelated to or unaffiliated with Sponsor.

3.9.4 In no event may the CFU Owner vote for any Residential Member of the Board.

3.10. **Majority of Unit Owners.** Except as may otherwise be provided by law, as used in these By-Laws, the terms "Majority of Residential Unit Owners," and "Majority of Unit Owners" means respectively, (i) those Residential Unit Owners having more than 50% of the total authorized votes of all Residential Unit Owners and (ii) those Unit Owners having more than 50% of the authorized votes of all Unit Owners, determined in accordance with the provisions of Section 3.8, who are present in person or by proxy and voting at any meeting at which a quorum is present.

3.11. **Quorum.** Except as otherwise provided in these By-Laws, the presence in person or by proxy of Unit Owners owning Units to which are appurtenant, in the aggregate, (i) more than 33⅓% of the Common Interest shall constitute a quorum at all meetings of all Unit Owners, and (ii) more than 33⅓% of the Residential Common Interest shall constitute a quorum at all meetings of Residential Unit Owners.

3.12. **Majority Vote.** Except where otherwise provided by law, the Declaration or these By-Laws, at all meetings of Unit Owners, the affirmative vote of a Majority of Unit Owners or Residential Unit Owners, shall be binding upon all Unit Owners or Residential Unit Owners, as the case may be, for all purposes.

ARTICLE 4

OFFICERS

4.1. **Designation.** The principal officers of the Condominium shall be a President, who shall be a Residential Member elected by the Residential Committee, a First Vice President, a Second Vice President who shall be appointed by the CFU Owner, a Secretary and a Treasurer. After the Initial Control Period the President must be an individual Residential Unit Owner residing in a Residential Unit. The Board may appoint Assistant Vice Presidents, an Assistant Treasurer, Assistant Secretary and such other officers as in its judgment may be desirable. With the exception of the President as set forth above, officers need not be Unit Owners or employed by or affiliated with Unit Owners. So long as Sponsor or any Successor Sponsor owns at least one (1) Residential Unit, Sponsor or such Successor Sponsor shall have the right to appoint one (1) or more Assistant Vice Presidents, which Assistant Vice Presidents shall have the authority to

take any actions, including but not limited to the execution of documents, necessary to allow Sponsor to fully exercise its rights under the Declaration.

4.2. **Election of Officers.** Subject to the provisions of Section 4.1, all officers shall be appointed by the Board for a term of one year. Any officer may hold more than one office, except the President and Treasurer may not be the same individual. The Residential Committee may, but is not required to, appoint officers in the same manner as they are appointed by the Board, and if appointed, they will serve similar functions as do the corresponding Board members.

4.3. **Resignation of Officers.** Any officer may resign at any time by written notice delivered or sent by certified mail, return receipt requested, to the Board. Such resignation shall be effective if such person has simultaneously resigned from the Board and shall take effect at the time specified in such notice, and, unless specifically requested, acceptance of such resignation shall not be necessary to make it effective. The successor shall be the successor Board member, except if the President resigns, the Residential Committee shall elect a replacement and if the Second Vice President resigns, the CFU Owner shall appoint a replacement.

4.4. **President.** The President of the Condominium shall be the chief executive officer of the Condominium and shall preside at all meetings of the Board and at all joint meetings of Unit Owners. The President shall have all of the general powers and duties which are incident to the office of president of a corporation organized under the Business Corporation Law of the State of New York, including, but not limited to, the power to appoint committees from among Unit from time to time as the President decides is appropriate to assist in the conduct of the affairs of the Condominium. The President shall also be required to break deadlocks as set forth in Section 2.5.

4.5. **Vice Presidents.** The First Vice President shall take the place of the President and shall perform the duties of the President whenever the President shall be absent or unable to act. If both the President and the First Vice President of the Condominium are unable to act, the Board shall appoint some member of the Board to act in the place of such President and First Vice President on an interim basis. The First Vice President shall also perform such other duties as shall from time to time be imposed upon the First Vice President by the Board or by the President. The Second Vice President shall take the place of the First Vice President in the absence of the President and the First Vice President or at such time as the Board so determines, and shall execute documents and take steps on behalf of the Board to the extent permitted under these By-Laws.

4.6. **Secretary.** The Secretary of the Condominium shall keep the minutes of meetings of the Board and meetings of Unit Owners. The Secretary shall have charge of such books and papers as the Board shall direct and shall in general perform all the duties incident to the office of secretary of a corporation organized under the Business Corporation Law of the State of New York.

4.7. **Treasurer.** The Treasurer shall have the care and custody of the funds and securities of the Condominium, and shall be responsible for keeping full and accurate financial

records and books of account thereof showing all receipts and disbursements necessary for the preparation of all required financial data. The Treasurer shall be responsible for the deposit of all funds and other securities in the name of the Board (or in the name of the Managing Agent appointed by the Board) in such depositories as may from time to time be designated by the Board and shall in general perform all of the duties incident to the office of treasurer of a corporation organized under the Business Corporation Law of the State of New York.

4.8. **Execution of Documents.** Unless otherwise delegated by the Board, all agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by any officer thereof, or by such other person or persons as may be designated by the Board, the Residential Committee, or the CFU Owner, as the case may be.

4.9. **Compensation of Officers.** Except as otherwise provided by the Board that elected or appointed such officer, no officer shall receive any compensation for acting as such.

ARTICLE 5

NOTICES

5.1. **Notices.** All notices required or desired to be given hereunder to the Board or Residential Committee shall be personally delivered or sent by registered or certified mail to the office of the Board or to such other address as the Board may designate from time to time, by notice in writing to all Unit Owners and to all Permitted Mortgagees, as the case may be, and if there is a Managing Agent of the Board, a duplicate shall be sent in like manner to such Managing Agent. All notices to any Unit Owner shall, except as otherwise provided herein, be personally delivered or sent by registered or certified mail or overnight courier to the Property address of such Unit Owner or to such other address as may have been designated by such Unit Owner from time to time, in writing, to the Board. All notices to Permitted Mortgagees shall be personally delivered or sent by mail to their respective addresses, as designated by them from time to time, in writing to the Board. All notices shall be deemed to have been given when personally delivered or mailed in a postage prepaid sealed wrapper, except notices of change of address, which shall be deemed to have been given when received.

5.2. **Waiver of Service of Notice.** Whenever notice is required to be given by law, the Declaration or these By-Laws, a waiver thereof in writing, signed by the Person or Persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE 6

OPERATION OF THE PROPERTY

6.1. **Determination of Common Expenses and Fixing of Common Charges.**

6.1.1 All Common Expenses shall be determined by the Board and shall be borne by the Unit Owners. Common Expenses shall include all such items provided for in the Declaration or these By-Laws to be Common Expenses. Common Expenses shall also include

such amounts as the Board may deem proper for a general operating reserve or for a reserve for working capital or for replacements with respect to the General Common Elements. The Board shall from time to time and at least annually prepare a budget to meet Common Expenses. The First Year Budget shall be adopted by the Board promptly upon the recording of these By-laws to take effect at the time of closing of the first Residential Unit sold or otherwise conveyed pursuant to the Offering Plan. The Board shall determine the amount of Common Charges and Special Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium and allocate and assess such Common Charges and Special Assessments among the Unit Owners according to their respective Common Interests or, in the case of the CFU, such different method as described below.

6.1.2 In the case of the CFU, the Board shall allocate Common Charges and Special Assessments to pay Common Expenses in a manner different from the allocation of Common Interests. Specifically, in accordance with Section 339-m of the Condominium Act, Common Expenses shall be specially allocated and apportioned between the Residential Section and the CFU based on special or exclusive use or availability or exclusive control of particular Units or Common Elements. Accordingly, unless otherwise agreed by a majority of the Board including the CFU Member, the only Common Charges and Special Assessments payable by the CFU Owner under each annual Condominium Operating Budget on account of the CFU shall be for the following Common Expenses, which shall be allocated to the CFU based upon the CFU's Common Interest subject to further limitation for certain Common Expenses to the extent indicated: (i) ten percent (10%) of the budgeted costs for the non-resident superintendent, which is the estimated portion of the non-resident superintendent's time anticipated to be devoted to the General Common Elements; (ii) ten percent (10%) of the electricity costs for the General Common Elements, which is the estimated portion of the electricity costs anticipated to be applicable to the General Common Elements; (iii) the cost for repairs and maintenance to the General Common Elements that are the responsibility of all Unit Owners: (iv) the cost of the maintenance agreement for the sprinkler system/ fire protective alarm system together with ten percent (10%) of miscellaneous supplies; (v) insurance premiums for the Condominium; (vi) the management fee for the Condominium; (vii) legal and audit fees for the Condominium; (viii) fees for the administration for the Condominium; (ix) contingency line item in the Condominium Operating Budget and (x) the portion of reserves allocated to the General Common Elements only in accordance with a reserve fund study procured by the Board of Managers. The Common Charges and Special Assessments payable by all other Unit Owners except the CFU Owner may also include such amounts as the Residential Committee may deem proper including such amounts as may be required for the purchase or lease by the Board of any Residential Unit whose Owner has elected to sell or lease such Unit or of any Unit which is to be sold at foreclosure or other judicial sale.

6.1.3 The Board shall allocate all Common Expenses between each of the CFU and Residential Section, whether collected through Common Charges or Special Assessments. If the Board obtains a reserve fund study to determine recommended reserve fund amounts to meet applicable FNMA (or a similar entity, but not FHA) mortgage guidelines, the Board shall maintain such reserve fund amounts, to be collected out of Common Charges, as shall be recommended pursuant to such study to satisfy FNMA requirements. The Board shall take such steps, including, but not limited to, obtaining a reserve fund study, or completing a funding plan, as may be required in connection therewith. The Board shall be entitled to conduct a reserve fund

study whenever appropriate. After the preparation of each Condominium Operating Budget and allocation of the Common Expenses between the Residential Section and the CFU, the Board shall assess the Common Expenses allocated to the Residential Units as Common Charges pro rata in accordance with the Common Interests of the Residential Units.

6.1.4 Common Expenses for Residential Units shall be deemed to include real estate taxes assessed against the Residential Section only until all Residential Units are separately assessed. Real estate taxes shall be paid by Residential Unit Owners (apportioned by the Board in accordance with the Common Interest of each Residential Unit until all Residential Units are separately assessed). The CFU Owner shall be responsible for payment of any real estate taxes on the CFU, if such Unit is not exempt from real estate taxes.

6.1.5 In addition to the foregoing duties to determine the amounts of Common Charges, the Board shall have the right to levy Special Assessments against the Unit Owners, which shall be allocated among the Unit Owners in the same manner as Common Charges and which may be payable in either one lump sum or in installments, as the Board determines; provided, however, that the Board shall give each Unit Owner written notice prior to the date upon which any such Special Assessment, or the first installment thereof, is due and payable, which notice shall set forth, in reasonable detail, the nature and purpose thereof.

6.1.6 Notwithstanding anything to the contrary herein, no part of the net earnings of the Condominium may inure to the benefit of any Unit Owner or individual.

6.1.7 In no event shall the CFU Owner be obligated to pay any expenses associated exclusively with maintenance and operation of the Residential Units or Residential Common Elements.

6.1.8 If either the CFU or the Residential Committee disputes the allocation of Common Charges or Special Assessments made by the Board, such dispute shall be determined by Arbitration.

6.2. **Insurance**

6.2.1 Effective not later than the date of the first closing of a Residential Unit under the Offering Plan, the Board shall be required to obtain and maintain, to the extent obtainable, the following insurance: (a) fire insurance with all risk extended property coverage, vandalism and malicious mischief endorsements, insuring the entire Building, together with all service machinery contained therein and covering the interests of the Condominium, the Board, the Residential Committee, all Unit Owners and their Permitted Mortgagees, as their respective interests may appear, in an amount equal to the full replacement value of the Building (exclusive of foundation and footings); said policies shall contain a New York standard mortgagee clause in favor of each Permitted Mortgagee, which shall provide that the loss, if any, thereunder shall be payable to such Permitted Mortgagee as its interest may appear, subject, however, to the loss payment provisions hereinafter set forth; (b) loss of income insurance (Common Charges); (c) worker's compensation and New York State disability benefits insurance; (d) boiler and machinery insurance; (e) plate glass insurance to the extent, if any, determined by the Board to be necessary; (f) water damage insurance to the extent, if any, determined by the Board to be

necessary; (g) elevator liability and collision insurance; (h) fidelity insurance covering the Board and all officers, directors, Managing Agent and employees of the Condominium; (i) directors' and officers' liability insurance; (j) insurance required under the REA and (k) such other insurance as the Board may from time to time determine to be necessary or appropriate. The Board shall be required to obtain flood insurance to the extent required by FHA or other governmental agency providing financing or mortgage insurance for Unit Owners. (Assuming the Condominium is located outside of a 100 year flood plain area as of the date hereof, as is believed, the Board shall cooperate with a mortgage lender in obtaining a final Letter of Map Amendment or a final Letter of Map Revision as applicable). The premiums for all insurance referred to above and for the liability insurance referred to below shall be a Common Expense and shall be borne by the Unit Owners in accordance with percentage of Common Interest.

6.2.2 All such policies shall provide that adjustment of loss shall be made exclusively by the Board. Insurance proceeds with respect to any loss shall be payable to the Board, except that the proceeds of all policies of physical damage insurance, if in excess of $1,000,000, shall be payable to the Insurance Trustee.

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

6.2.4 The Board shall also be required, effective not later than the date of the first closing of a Residential Unit under the Offering Plan and at all times thereafter, to obtain and maintain comprehensive general liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Property, in such limits as the Board may from time to time determine, covering the Board, the officers thereof, the Managing Agent of the Condominium, the employees of the Board and the Condominium, each Board member and each Unit Owner; except that such policy will not cover liability of a Unit Owner arising f rom occurrences within such Unit Owner's Unit or within the Residential Limited Common Elements allocated to a Residential Unit or within the CFU Limited Common Elements appurtenant to the CFU. The Board shall review such limits once each year. The insurance required in accordance with this Subsection 6.2.4 shall also cover cross-liability claims of one insured against another.

6.2.5 Any insurance maintained by the Board may provide for such deductible amounts as the Board determines and the operating budget for the Condominium shall include appropriate reserves to pay same if needed.

6.2.6 The Board is not required to obtain or maintain any insurance with respect to any personal property contained in a Unit. Each Residential Unit Owner shall, at the Unit Owner's own cost and expense, obtain and keep in full force and effect (a) comprehensive personal liability insurance against any and all claims for personal injury, death or property damage (including, but not limited to, loss due to water damage) occurring in, upon, or from the Unit or any part thereof, with minimum combined single limits of liability of $1,000,000 for bodily injury or death arising out of any one occurrence, plus at least $2,000,000 umbrella

liability coverage. The Board shall have the right to require, at a future date, all Unit Owners to obtain and keep insurance with greater limits of liability, or with such limits of liability as the Board deems appropriate at the time such requirement is instituted. Each Unit Owner shall also, at the Unit Owner's sole cost and expense, obtain and keep in full force and effect a policy insuring improvements and betterments in its Unit and Limited Common Elements. The Board reserves the right to evaluate coverage amounts and require increases to the extent it deems them necessary. Each Unit Owner must have all required insurance in effect as of the date the Unit Owner acquires title to a Unit. The foregoing requirement of individual Unit Owner insurance shall be effective as of the date of first closing of a Residential Unit under the Offering Plan and at all times thereafter. In lieu of obtaining liability insurance, the CFU Owner, so long as it is the Trustees of St Patrick's Cathedral in the City of New York may self-insure for liability. Such self-insurance shall be pursuant to an agreement with the Board which includes appropriate indemnities and such other matters that the Board may reasonably require.

6.2.7 Unit Owners shall not be prohibited from carrying other insurance for their own benefit, at their own expense, and the Board shall not be prohibited from carrying additional insurance; provided, however, that all policies of insurance obtained by any Unit Owner with respect to occurrences within or about a Unit or the Common Elements appurtenant thereto shall contain a waiver of the insurer's rights of subrogation against the Board. 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. To the extent any party is insured, or required to be insured for loss or damage to property hereunder, such party will look to its own insurance policies for recovery.

6.2.8 Notwithstanding anything to the contrary contained in the Condominium Documents, any property insurance procured by the CFU Owner for the CFU may be part of blanket policies covering other properties owned by such Unit Owner and/or its affiliates.

6.3. Repair or Reconstruction after Fire or Other Casualty

6.3.1 In the event that the Building or any part thereof is damaged or destroyed by fire or other casualty (unless 75% or more of the Building is destroyed or substantially damaged and 75% in Common Interest of all Unit Owners do not duly and promptly resolve to proceed with repair or restoration), the Board will arrange for the prompt repair and restoration thereof and the Board 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. If only one Unit or any part thereof is destroyed or damaged by fire or other casualty and if the net insurance proceeds are less than sufficient to cover, or exceed, the cost of repairs and restoration, that Unit Owner will bear the entire amount of the deficit, or shall receive all of the surplus, as the case may be. If said damage or destruction by fire or other casualty affects the CFU, Residential Units and the Common Elements, then any deficit or surplus in insurance proceeds shall be borne or shared by all Unit Owners in proportion to their respective Common Interests in the proportion that the cost of repairing the damage or destruction to each Unit and Common Elements, as the case may be, bears to the total cost of repairing all damage or destruction. If said damage or destruction, however, affects only the Common Elements, then any deficit or surplus in insurance proceeds shall be borne as a Common Expense or profit, respectively, or shared by all Unit Owners in proportion to their respective Common Interests. If

said damage or destruction, however, affects only the Residential Common Elements, then any deficit or surplus in insurance proceeds shall be borne as a Common Expense or profit, respectively, or shared by all Residential Unit Owners in proportion to their respective Residential Common Interests. If said damage or destruction, however, affects only the CFU and associated Limited Common Elements, then any deficit or surplus in insurance proceeds shall be borne as a Common Expense or profit, respectively, by the CFU Unit Owners. Any surplus payable to any Unit Owner pursuant to this Subsection 6.3.1 shall be reduced by such amounts as may be required to reduce unpaid liens (other than mortgages that are not Permitted Mortgages) on any such Unit in the order or priority of such liens.

6.3.2 Unless the Unit Owners have elected not to restore the Building as provided in Section 6.3.3, damage or destruction to a Unit or a Limited Common Element as a result of fire or other casualty shall be promptly repaired and reconstructed by the owner of the affected Unit to the extent that such repair or reconstruction does not involve Common Elements, the repair or reconstruction of which is the obligation of the Board. If a Unit Owner fails to repair or reconstruct such Unit Owner's Unit, the Board may cause the Unit to be repaired or reconstructed and the costs incurred in connection therewith shall be charged to the defaulting Unit Owner as a Special Assessment.

6.3.3 If 75% or more of the Building is destroyed or substantially damaged and 75% in Common Interest of all Unit Owners do not promptly resolve to proceed with the repair or restoration thereof, the Building will not be repaired and the Property shall be subject to an action for partition instituted by a Unit Owner or lienor, as if owned in common, in which case the net proceeds of sale, together with the net proceeds of insurance policies, shall be divided among the Unit Owners in proportion to their respective Common Interests; provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of such Unit Owner's share of such funds, such amounts as may be necessary to discharge or reduce all unpaid liens on such Unit Owner's Unit in the order of the priority of such liens. To the extent permitted by law, any action by the Unit Owners to terminate the legal status of the Condominium after substantial destruction must be agreed to by Permitted Mortgagees holding recorded first mortgages on Residential Units representing at least 51% in Common Interest of Residential Units that are subject to mortgages, provided that the written consent of a Permitted Mortgagee shall be deemed given if the mortgagee fails to submit a response to any written termination proposal within 60 days after it receives written notice thereof, provided such notice was delivered by certified or registered mail with "return receipt" requested. As used in this Section 6.3, the words 'promptly resolve' mean resolve as promptly as practical under the circumstances but, in any event, not more than ninety (90) days from the date of such damage or destruction. Notwithstanding any other provision of the Declaration or these By-Laws or any other document, in no event shall a Unit Owner or any other party have priority over any rights of a Permitted Mortgagee of any Unit pursuant to its recorded mortgage in the case of payment to the Unit Owner of insurance proceeds for losses.

6.3.4 Any dispute between or among the Board members or Unit Owners arising under this Section 6.3 shall be determined by Arbitration.

6.4. **Payment of Common Charges.**

6.4.1 All Unit Owners shall be obligated to pay to the Board the Common Charges and Special Assessments assessed by the Board pursuant to the provisions of Section 6.1 at such time or times as the Board determines. Unless otherwise determined by the Board to which they are payable, Common Charges and Special Assessments shall be payable monthly, in advance, on the first day of each month.

6.4.2 Except as set forth below, no Unit Owner shall be liable for the payment of any part of the Common Charges or Special Assessments assessed against such Unit Owner's Unit subsequent to a sale or other conveyance by said Unit Owner (made in accordance with these By-Laws) of such Unit together with its Appurtenant Interest. Any Unit Owner may, subject to the terms and conditions of these By-Laws, convey for no consideration such Unit together with its Appurtenant Interest, to the Board or its designee, corporate or otherwise, and in such event (except as hereinafter set forth), be exempt from Common Charges and Special Assessments thereafter accruing, provided, however, that (a) such Unit is free and clear of liens and encumbrances other than Permitted Mortgages and the statutory lien for unpaid Common Charges and Special Assessments (provided that no amounts are owing under any such lien), and (b) no violation of any provision of the Declaration or these By-Laws then exists with respect to such Unit. A grantee of a Unit shall be liable for the payment of Common Charges and any Special Assessments accrued and unpaid against such Unit prior to the acquisition by such grantee of such Unit, except that, to the extent permitted by law, a purchaser of a Unit at a foreclosure sale of a Permitted Mortgage shall not be liable for, and such Unit shall not be subject to, a lien for the payment of Common Charges and any Special Assessments accrued and unpaid against such Unit prior to the acquisition by said purchaser of such Unit. However, in the event of a foreclosure sale of a Unit by a Permitted Mortgagee, the owner of such Unit prior to the foreclosure sale shall remain liable for the payment of all unpaid Common Charges and Special Assessments assessed against such Unit that accrued prior to such sale. Except to the extent prohibited by law, the Board, on behalf of all Unit Owners, shall have a lien on each Unit for unpaid Common Charges and Special Assessments, together with interest thereon, assessed against such Unit.

6.4.3 All liens provided for in Subsection 6.4.2, to the extent permitted by Applicable Law, shall be subordinate to the lien of any recorded first mortgage of record and to liens for real estate taxes on the Unit. Any first mortgagee who obtains title to a Unit pursuant to the judicial remedies in the mortgage or through foreclosure will not be liable for any Common Charges or Special Assessments accrued before acquisition of the title to the Unit by the mortgagee including, but not limited to, fees or costs related to collection of unpaid Common Charges or Special Assessments.

6.4.4 Notwithstanding Subsection 6.4.2, neither the seller/grantor nor the purchaser/grantee of a Unit shall be liable for, nor shall the Unit be conveyed subject to, a lien for any unpaid Common Charges or Special Assessments against such Unit accrued prior to such conveyance in excess of the amount set forth in a written statement from the Board regarding such unpaid Common Charges or Special Assessments.

6.4.5 In the event that, prior to Residential Units being separately assessed for real estate tax purposes, the Board pays real estate taxes on behalf of a Residential Unit Owner, the amount of such real estate taxes shall be deemed to be Common Charges, and the Board shall have a lien (as provided in Subsection 6.4.2) for any such accrued and unpaid amounts.

6.5. **Collection of Common Charges.** The Board shall take prompt action to collect any Common Charges due to the Board that remain unpaid for more than 30 days after the due date for payment thereof, including, without limitation, the institution of such actions and the recovery of interest and expenses as provided in this Article 6.

6.6. **Default in Payment of Common Charges.** In the event any Unit Owner fails to make payment of Common Charges or Special Assessments within 10 days of the date on which they are due (although nothing herein shall be deemed to extend the period within which such amounts are to be paid), such Unit Owner shall be obligated to pay (a) a "late charge" equal to the greater of $150.00 or 4% of such unpaid amount, and (b) interest on such unpaid amounts at the rate of two percent 2% per month (but in no event in excess of the maximum rate permitted by law), computed from the 11th day following the due date, thereof, together with all expenses, including, without limitation, attorneys' fees paid or incurred by the Board or by any Managing Agent in any proceeding brought to collect such unpaid Common Charges or Special Assessments or in any action to foreclose the lien on such Unit arising from said unpaid Common Charges or Special Assessments as provided in Section 339-z of the Condominium Act, in the manner provided in Section 339-aa thereof or in any other manner permitted by law. All such "late charges," interest and expenses shall be added to and shall constitute Common Charges payable by such Unit Owner. Notwithstanding the foregoing, the Residential Committee may establish its own alternate additional fees for late payments by Residential Unit Owners, whether such fees are more or less than the charges set forth herein; provided, however, that such alternate fees do not exceed the maximum amount permitted by law and provided further, that the alternative late fee requirements for Residential Unit Owner may not include a greater grace period than is provided to the CFU Owner or a lower percentage of the amount overdue than would be payable by the CFU Owner.

6.7. **Foreclosure of Liens for Unpaid Common Charges.** In any action brought by the Board to foreclose a lien on a Unit because of unpaid Common Charges or Special Assessments, the Unit Owner shall be required to pay a reasonable rental for the use and occupancy of such Unit Owner's Unit and the plaintiff in such foreclosure action shall be entitled to the appointment, without notice, of a receiver to collect such rent. The Board, acting on behalf of all Unit Owners, shall have the power to purchase any such Unit at the foreclosure sale thereof, and to acquire, hold, lease, mortgage, convey or otherwise deal with such Unit (but not to vote the votes appurtenant to such Unit or portion thereof). A suit to recover a money judgment for unpaid Common Charges or Special Assessments shall be maintainable without foreclosing or waiving the lien securing such charges. In the event the net proceeds received on such foreclosure sale (after deduction of all legal fees, and advertising costs, brokerage commissions and other costs and expenses incurred in connection with the sale or rental of such Unit) are insufficient to satisfy the defaulting Unit Owner's obligations, such Unit Owner shall remain liable for the deficit.

6.8. **Statement of Common Charges.** The Board shall promptly provide any Unit Owner who so requests, with a written statement of all unpaid Common Charges and Special Assessments due to it from Unit Owners.

6.9. **Maintenance and Repairs.**

6.9.1 The Board shall be obligated to maintain the Property in accordance with standards for comparable first-class residential condominium projects. Except as otherwise provided in the Declaration or these By-Laws, all painting, decorating, maintenance, repairs and replacements, whether structural or nonstructural, ordinary or extraordinary, (a) in or to any Unit (excluding Common Elements included therein except as otherwise provided in these By-Laws) and the entrance doors thereto shall be made by the owner of such Unit at such Unit Owner's sole cost and expense; (b) in or to the Residential Common Elements shall be made by the Board and the cost and expense thereof shall be charged to the Residential Unit Owners as a Common Expense; (c) in or to the General Common Elements will be made by the Board, and the cost and expense thereof will be charged to the Unit Owners as a Common Expense; (d) in or to the Residential Limited Common Elements shall be made by the Residential Unit Owner or the Board at the option of the Board and the cost and expense thereof shall be either paid directly by the applicable Unit Owner or charged to the Residential Unit Owners who benefit from such Residential Limited Common Elements; and (e) in or to the CFU Common Elements shall be made by the CFU Owner at its expense.

6.9.2 Notwithstanding the provisions of Subsection 6.9.1:

(1) In the event that any painting, decorating, maintenance, repairs or replacements to the Property or any part thereof is necessitated by the negligence, misuse or neglect of (a) any Unit Owner or any guest, agent, licensee, tenant or invitee of a Unit Owner, the entire cost thereof shall be borne by such Unit Owner; (b) the Board, the entire cost thereof (such cost to be the cost required to repair or replace the Property to at least the condition it was in at date such damage occurred to the extent covered by insurance and otherwise to original building standards in effect on the date of recording of the Declaration) shall be charged to the Unit Owners as a Common Expense; except, in all such cases, to the extent such cost is covered by the proceeds of any insurance maintained pursuant to the provisions hereof.

(2) The interior and exterior glass surfaces of all windows located in any Residential Unit shall not be colored or painted and the windows may not be modified, altered or replaced without the written consent of the Board. The Board may establish such other Residential Rules and Regulations as it deems necessary to protect the Condominium, the Common Elements and the health and safety of the occupants of the Building.

(3) The exterior surface of all windows in the Units, if so determined by the Board, shall be washed and cleaned by the Board and the cost and expense thereof shall be a General Common Expense. If the Board does not elect to clean the exteriors of Unit windows, the exterior of all windows in Units shall be washed or cleaned at the cost and expense of the applicable Unit Owner. In the event the Board determines to wash and clean the exterior surface of all windows, and the CFU Owner determines not to participate, the exterior surface of all windows in the Residential Units shall be washed and cleaned by the Board and the cost and expense thereof shall be a Residential Common Expense borne solely by the Residential Unit Owners. The interior glass surfaces of all windows located in any Unit shall be washed and cleaned by the Unit Owner or occupant thereof at such Unit Owner's sole cost and expense.

(4) The exterior of all front doors of Residential Units shall not be painted or decorated, except with the written consent of the Board.

6.9.3 Each Unit and all portions of the Common Elements shall be kept in first-class condition (and, with respect to any terrace, roof or other part of the Property exposed to the elements, free of snow, ice and accumulation of water) by the Unit Owner or the Board, as set forth herein, and such Unit Owner or Board, as the case may be, shall promptly make or perform, or cause to be made or performed, all maintenance work, repairs and replacements necessary in connection therewith. In addition, the public areas of the Building and those areas exposed to public view shall be kept in good, clean and neat appearance, in conformity with the dignity and character of the Building, by (a) the Board, with respect to such parts of the Building required to be maintained by it; (b) a CFU Owner, with respect to the windows and shades, venetian or other blinds, drapes, curtains or other window decorations in its Unit; and (c) each Residential Unit Owner, with respect to the windows and shades, venetian or other blinds, drapes, curtains or other window decorations in or appurtenant to such Unit Owner's Unit.

6.10. **Violations of Maintenance Obligations.**

6.10.1 In the event that any Residential Unit Owner, within a reasonable time after receipt of written notice from the Board, fails to perform any of its obligations with respect to the painting, decorating, maintenance, repair or replacement of its Residential Unit as provided in this Article 6 or of any Residential Limited Common Element for which such Residential Unit Owner is responsible under the Declaration or these By-Laws, the Board may, but shall not be obligated to, perform or cause to be performed such painting, decorating, maintenance, repair or replacement, unless such Residential Unit Owner, within 30 days after receiving notice of such default from the Board (or sooner in the case of emergency), cures such default, or in the case of default not reasonably susceptible to cure within such period, commences and thereafter prosecutes to completion, with due diligence, the curing of such default. All sums expended and all costs and expenses incurred in connection with the making of any such painting, decorating, maintenance, repair or replacement by the Board, together with interest thereon at the rate of 2% per month from the date on which such Board first incurs any cost or expense (but in no event in excess of the maximum rate permitted by law), shall be immediately payable by such Residential Unit Owner to the Board and shall, for all purposes hereunder, constitute Common Charges payable by such Residential Unit Owner.

6.10.2 In the event the CFU Owner fails or neglects in any way to perform any obligation with respect to the painting, decorating, maintenance, repair or replacement of its CFU as provided in this Article 6, the Board may, but shall not be obligated to, perform or cause to be performed any such painting, decorating, maintenance, repair or replacement, provided that (a) the Board gives the CFU Owner written notice that such repair or replacement is necessary and that the Board will complete such repair or replacement in the event the CFU Owner does not complete or commence to complete the repair or replacement within thirty (30) days following such notice (or within such shorter period of time as may be required due to an Emergency Situation or in order to comply with Applicable Law or insurance requirements), and (b) the CFU Owner, within thirty (30) days after receiving such notice (or sooner in the case of an Emergency Situation or in order to comply with Applicable Law or insurance requirements) fails to cure its default, or in the case of a default not reasonably susceptible to cure within such period, fails to

commence and to thereafter prosecute to completion, with due diligence, the curing of such default. All sums expended and all costs and expenses incurred by the Board in connection with the making of any such painting, decorating, maintenance, repair or replacement, together with interest thereon at the rate of 2% per month from the date on which the Board first incurs any cost or expense (but in no event in excess of maximum rate permitted by law), shall be payable by the CFU Owner to the Board and shall, for all purposes hereunder, constitute Common Charges payable by the CFU Owner. In the event that the CFU Owner disputes its obligation to pay any such Common Charges or disputes the amount of such charge, the Board or the CFU Owner shall have the right to submit such dispute to Arbitration. If the dispute is submitted to Arbitration, the CFU Owner shall pay the cost of such repair or replacement only after a determination by Arbitration to the effect that (i) the repair or replacement was required to be performed by such Unit Owner, (ii) such Unit Owner failed to perform such repair or replacement, and (iii) the cost of such repair or replacement by the Board was reasonable. The Board shall be solely responsible for the quality of any repair or replacement performed by it pursuant to this Subsection 6.10.2 and for the proper completion thereof. The Board shall indemnify the CFU Owner and hold it harmless from and against any and all claims, costs, expenses or liabilities whatsoever, including reasonable counsel fees, incurred by the CFU Owner in connection with any such painting, decorating, maintenance, repair or replacement; but not for any claims, costs, expenses or liabilities relating to, arising from, or in connection with the existence of the condition requiring such painting, decorating, maintenance, repair or replacement.

6.11. **Structural Alterations, Additions, Improvements and Repairs of Units.**

6.11.1 Except as otherwise provided in the Declaration or as set forth in these By-laws, no Residential Unit Owner shall make any structural alteration, addition, improvement or structural repair in or to such Unit Owner's Unit without the prior written approval of the Residential Committee. The Residential Committee shall have the obligation to answer any written request by a Unit Owner for approval of a proposed structural alteration, addition, improvement or repair in or to such Unit Owner's Unit within 30 days after such request is received, and the failure to do so within the stipulated time shall be deemed approval by the Residential Committee after the Residential Unit Owner gives the Residential Committee a second written notice, at least seven (7) business days prior to the expiration of such stipulated time for review, as to any such written request, which indicates their failure to respond shall constitute such Residential Committee's consent to the proposed alteration, addition, improvement or repair. Prior to, and as a condition of, the granting of its consent to the making of a structural alteration, addition, improvement or repair in or to a Unit, the Residential Committee shall require plans for alterations of Residential Units for review and may exercise the right to approve the Residential Unit Owner's contractors and suppliers, and may, at its option, require the Residential Unit Owner to execute an agreement in form and substance satisfactory to the Board setting forth the terms and conditions under which such alteration, addition, improvement or repair may be made, including, without limitation, the days and hours during which any work may be done. The Board may impose fees upon a Residential Unit Owner to reimburse the Board for its costs incurred in reviewing or supervising the aforesaid work. All work shall be performed in accordance with Applicable Law by licensed and insured contractors. The Residential Unit Owner performing such work or causing such work to be performed, shall agree to hold the Board and all other Unit Owners harmless from and against all costs and liability they incur in connection with such work Notwithstanding anything to the contrary in the Declaration or these

By-laws, no work may be performed by a Residential Unit Owner until a permanent certificate of occupancy for the Building has been obtained unless Sponsor and the CFU Owner shall expressly agree otherwise in writing. Notwithstanding anything to the contrary contained in this 6.11.1, neither Sponsor nor a Permitted Mortgagee (nor its designee or assignee) of Sponsor shall be required to obtain the approval of the Board for any structural alteration, addition, improvement or repair in or to Unsold Residential Units or Common Elements, or enter into any alteration agreement with respect thereto.

6.11.2 All structural alterations, additions, improvements and repairs by Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction thereof, including, without limitation, the consent of the Landmarks Preservation Commission when such consent is required. A Unit Owner making or causing to be made any structural alteration, addition, improvement or repair shall agree, and shall be deemed to have agreed, to hold the Board and all other Unit Owners harmless from any costs or liability arising therefrom, related thereto, or in connection therewith.

6.11.3 Any application by a Unit Owner to any department of The City of New York or to any other governmental authority having jurisdiction thereof for a permit or consent to make a structural alteration, addition, improvement or repair in or to any Unit so approved by the Board (if such approval is required) shall, if required by law or such department or authority, be executed by the Board; provided that the Board shall not incur any liability, cost or expense in connection with such application or to any contractor, subcontractor, materialman, architect or engineer on account of such alteration, addition, improvement or repair or to any Person having any claim for injury to person or damage to property arising therefrom; and the Unit Owner shall indemnify and hold harmless the Board, collectively and severally, from and against any claims, costs, expenses and liabilities whatsoever (including reasonable attorneys' fees) arising therefrom, related thereto and/or in connection therewith. Notwithstanding anything to the contrary set forth above, Sponsor is hereby authorized on behalf of the Board to execute such applications, permits or other documents as may be required to undertake, perform and complete such work to the Unsold Residential Units and Common Elements as Sponsor is entitled to perform in accordance with the terms of the Declaration and these By-Laws and to obtain such certificates of completion as may then be required by Applicable Law (collectively the "**Required Documentation**") and, the Board, if requested by Sponsor, shall execute the Required Documentation.

6.11.4 Subject to the provisions of Section 6.11.1 hereof, in the event that any alterations, additions, improvements or repairs made by any Residential Unit Owner materially delay, prevent or adversely affect, or create a significant risk of materially delaying, preventing or adversely affecting, whether directly or indirectly, the issuance or reissuance of a temporary or permanent certificate of occupancy for other Units or the Building, then upon the written request of Sponsor or the Board, the Unit Owner shall restore the Unit, at such Unit Owner's sole cost and expense, to its original condition. If such Unit Owner fails to commence diligently and continuously restoring the Unit within 15 days of receipt of the written request, then Sponsor or the Board, as the case may be, whichever party is requesting such restoration, shall be entitled to enter and restore the Unit at the expense of the Unit Owner and to exercise any other remedies provided in these By-Laws.

6.11.5 Until such time as renovations by Sponsor or CFU Owner to the Building

and CFU, respectively, are complete and Sponsor and CFU so advise, neither Sponsor, the Board nor any Unit Owner shall use or cause to be used in any part of the Building any labor forces which are incompatible with the labor forces performing work in or about the Building on behalf of Sponsor or CFU Owner.

6.12. **Alterations, Additions, Improvements or Repairs to Common Elements.**

6.12.1 Except as otherwise provided in the Declaration or these By-Laws, all alterations, additions, improvements or repairs in or to any Common Elements shall be made by the Board. If in the judgment of the Board the cost of any alteration, addition, improvement or repair (i) during the first year following the recording of the Declaration, would exceed $1,000,000 in the aggregate, and (ii) in any calendar year thereafter would cost $1,000,000 multiplied by the CPI Factor, in the aggregate (except if such alteration, addition, improvement or repair is provided for in a duly approved budget), then such proposed alteration, addition, improvement or repair shall not be made unless first approved by a Majority of Unit Owners voting at a duly called meeting, in which event all Unit Owners shall be required to bear the cost and expense thereof as aforesaid. Except as otherwise provided in the Declaration or these By-Laws, all alterations, additions, improvements or repairs which relate to Common Elements costing in the aggregate $1,000,000 multiplied by the CPI Factor, or less, in any calendar year after the first year, may be made by the Board as aforesaid without the approval of the Unit Owners.

6.12.2 Whenever in the judgment of the Residential Committee the cost of any alteration, addition, improvement or repair to Residential Common Elements would exceed $1,000,000 during the first year following the recording of the Declaration, and in each year thereafter multiplied by the CPI Factor, in the aggregate in any subsequent calendar year (except if such alteration, addition, improvement or repair is provided for in a duly approved budget), then such proposed alteration, addition, improvement or repair shall not be made unless first approved by a Majority of Residential Unit Owners, who shall be required to bear the cost and expense thereof as aforesaid. Except as otherwise provided in the Declaration or these By-Laws, all alterations, additions, improvements or repairs costing in the aggregate $1,000,000 which relates to Residential Common Elements multiplied by the CPI Factor, or less in any calendar year may be made by the Residential Committee as aforesaid without the approval of Residential Unit Owners.

6.12.3 Notwithstanding anything to the contrary contained in this 6.12, neither Sponsor nor a Permitted Mortgagee (nor its designee or assignee) of Sponsor shall be required to obtain the approval of the Board for any structural alteration, addition, improvement or repair in or to Common Elements, or to enter into any alteration agreement with respect thereto.

6.12.4 Any alteration to be made by any Unit Owner that affects, in any material respect, the façade of the Building, structural elements of the Building as a whole, and/or which require approval from the Landmarks Preservation Commission, shall require the prior consent or approval of the Board, which shall not be unreasonably withheld, conditioned or delayed.

6.13. **Ownership and Changes to Units.**

6.13.1 Residential Units may be owned or leased by an individual, corporation, partnership, limited liability company, fiduciary or any other entity (including, but not limited to, any government or any instrumentality thereof and foreign governments or any embassy, consulate or other instrumentality thereof, provided that any entity referred to in this parenthetical has waived all sovereign, diplomatic, other immunity that would or might otherwise apply).

6.13.2 The CFU may be owned or leased by Declarant, an individual, corporation, partnership, limited liability company, fiduciary or any other Person or entity (including, but not limited to, any government or any instrumentality thereof and foreign governments or any embassy, consulate or other instrumentality thereof, provided that any entity referred to in this parenthetical has waived all sovereign, diplomatic, other immunity that would or might otherwise apply).

6.13.3 No sale, lease or sublease of all or any portion of the CFU shall be deemed to adversely affect the Residential Section.

6.13.4 In the event CFU Owner seeks to change the use of the CFU, CFU Owner, shall have the right to amend the certificate of occupancy of the Building to the extent necessary to reflect such changed usage. In that event, the Board shall cooperate with CFU Owner, at the CFU Owner's expense, and execute all applications, authorizations and other instruments required to enable CFU Owner to amend the certificate of occupancy, provided the Board shall not incur any liability, cost or expense in connection therewith. In any event, CFU Owner shall have the authority to execute the required documents in accordance with Subsection 6.11.3 of these By-laws.

6.13.5 The CFU Owner has the on-going right to penetrate the exterior wall on the north (Prince Street) side of the Property for installation, use, maintenance, repair and operation of the Lift in the area shown on the Tax Lot Drawings. Any additional penetration with respect to the Lift shall be in substantially the same location as penetration existing on the date this Declaration is recorded. If the CFU Owner intends to penetrate in a new location with respect to the Lift, it will be permitted to do subject to the consent of the Board, such consent not to be unreasonably withheld or delayed. If the Board fails to consent and the parties cannot resolve the issue among themselves, the matter may be submitted to Arbitration in accordance with the By-Laws. The Board shall be deemed to have consented, however, to any penetration required for the CFU Owner to be in compliance with Applicable Law.

6.14. **Use of Common Elements.**

6.14.1 Common Elements may be used only for the furnishing of the services and facilities and for the other uses for which they are reasonably suited and capable.

6.14.2 No furniture, packages or objects of any kind shall be placed in the lobbies, vestibules, public halls, stairways, public elevators or any other parts of the Common Elements other than in (a) Residential Limited Common Elements for the exclusive use of a particular Residential Unit Owner or (b) in the areas designated as storage areas, without the prior

consent of the Board or (c) in the CFU Front Yard, in accordance with Section 9.4 of the Declaration or (d) in the Non-CFU Front Yard, in accordance with Section 8.9 of the Declaration. The lobbies, vestibules, public halls, stairways and public elevators shall be used only for normal passage through them.

6.14.3 Residential Unit Owners shall require their tradesmen to utilize exclusively the elevator and entrance designated by the Board for transporting packages, merchandise or other objects.

6.14.4 In the event that the Board erects a sidewalk bridge or other scaffolding at the Building, the Board shall give due regard to the use of the CFU at the time in question and shall use best efforts to (i) minimize any disruption to the use of the CFU and (ii) not restrict ingress or egress through the exterior doorways to the CFU or the Lift appurtenant to the CFU.. In furtherance thereof, the Board agrees to consult with the CFU Owner prior to the installation of such sidewalk bridge or other scaffolding and to permit the CFU Owner to install, at their cost and expense, signs upon the sidewalk bridge and scaffolding.

6.14.5 The Interior Garden Courtyard which is a Residential Common Element shall not be publicly accessible, may be entered only through the Property, and shall be restricted in use only to residents of the Residential Section (and the CFU only to the extent that all or part of the CFU is a CFU Residential Unit) and their invitees.

6.15. **Other Provisions as to Use.**

6.15.1 No nuisance shall be allowed in the Residential Section, nor shall any use or practice be allowed in the Residential Section that either is a source of annoyance to the residents, tenants or other occupants of the Property or that interferes with the peaceful possession or proper use of the Property by its residents, tenants or other occupants. No immoral, improper, offensive or unlawful use shall be made of the Residential Section or any portion thereof.

6.15.2 No Unit Owner shall permit anything to be done or kept in a Unit or in the Common Elements that shall result in the cancellation of insurance on the Property or the contents thereof or that would be in violation of any Applicable Law. No waste shall be committed in the Common Elements.

6.15.3 Nothing shall be done in any Unit or in, on or to the Common Elements that would impair the structural integrity of the Property or structurally change any one or more Buildings, except as is otherwise expressly provided in the Declaration or in these By-Laws. In no event shall interior partitions contributing to the support of any Unit or the Common Elements be altered or removed.

6.15.4 All valid laws, zoning ordinances and regulations of governmental bodies having jurisdiction thereof, relating to any portion of the Property shall be complied with at the full expense of the respective Unit Owners or the Board, whoever shall have the obligation to maintain or repair such part of the Property.

6.15.5 Each Residential Unit Owner shall 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, and, if required by law, shall install, at the Unit Owner's expense, window guards or window stops in all windows in the Unit. The Unit Owner shall maintain all window guards and window stops in the Unit and shall not remove same unless permitted by law and after informing the Managing Agent.

6.15.6 The Residential Section shall include first-class residential apartments and shall include amenities exclusively for residents consistent with first-class residential use, including a recreation room, refrigerated storage room, package room, bike storage room and dry cleaning closet. Each Residential Unit will be allocated a storage cage in the cellar as a Residential Limited Common Element as set forth on the Tax Lot Drawings.

6.16. **Right of Access.**

6.16.1 Each Unit Owner shall grant a right of access to its Unit to the Board, the Managing Agent, the superintendent and/or any other Person authorized by any of the foregoing for the purpose of: making inspections of, or removing violations noted or issued by any governmental authority against the Common Elements or any other part of the Property; curing defaults hereunder or under the Declaration or Residential Rules and Regulations by such Unit Owner; correcting any conditions originating in such Unit Owner's Unit or any other Unit in the Building; or correcting any condition that violates the provisions of any Permitted Mortgage covering another Unit; provided, however, that requests for any such access to a Residential Unit are made not less than twenty-four (24) hours in advance. Any such right shall be exercised in such a manner as will not unreasonably interfere with the normal conduct of business by the Unit Owner, tenants and occupants of the Unit or with the use of the Unit for its permitted purposes except as required in an Emergency Situation. No access shall be permitted to the CFU except on at least five (5) business days' notice or as otherwise reasonably approved by the CFU Owner and then, if the CFU Owner has commenced to cure the violation cited in the notice and continues diligently to complete same, no access shall be permitted. by the Board to do work in the CFU. In case of an Emergency Situation, however, such right of entry shall be immediate, without advance notice, whether or not the Unit Owner is present.

6.16.2 Each Residential Unit Owner shall grant a right of access to such Unit Owner's Unit, and the Board shall grant rights of access to the Common Elements, including Residential Limited Common Elements, to Sponsor and its contractors, subcontractors, architects, engineers, agents and employees, for the purpose of fulfilling the obligations of Sponsor as set forth in the Offering Plan; provided that access thereto shall be exercised upon reasonable notice during reasonable hours in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes.

6.16.3 **Residential Rules and Regulations.** Annexed hereto as Schedule A and made a part hereof are the Rules and Regulations governing the Residential Section only. The Board or Residential Committee may from time to time, modify, amend or add to the Residential Rules and Regulations. The Board or Residential Committee shall also have the authority to promulgate special rules and regulations concerning the use of storage space for the personal property of the Residential Unit Owners.

6.17. **Real Estate Taxes; Water Charges and Sewer Rents.** Water and sewer services for the Building shall be supplied by the City of New York. Except to the extent real estate taxes, water charges and sewer rents are billed directly to Unit Owners by the proper authorities, the Board shall promptly pay such taxes, charges and rents as a Common Expense. To the extent that a meter measures the water consumption to an individual Unit only, the owner of that Unit shall be solely responsible for the cost thereof. In the event of a proposed sale of any Unit, the Board (for so long as the Board is still paying such real estate taxes, water charges and sewer rents) shall, upon the written request of the selling Unit Owner, execute and deliver to the purchaser of such Unit or to such purchaser's title company, a letter agreeing to promptly pay all such taxes, charges and rents affecting such Unit Owner's Unit to the date of the closing of title to such Unit.

6.18. **Gas.** Except for those Residential Units as to which the cost and expense of cooking gas or gas for the fireplaces shall be paid by the Board and charged to the Residential Unit Owners as a Common Expense, the charges for cooking gas and gas for fireplaces consumed or used in the Residential Units shall be separately metered or calculated by the Condominium's engineer or consultant or the expert who prepared the estimate in the Offering Plan and billed directly to the Residential Unit Owner, who shall be individually responsible for payment thereof.

6.19. **Electricity.** Electricity for all Units shall be supplied through a separate meter for each such Unit, and the cost of electricity consumed or used in each such Unit shall be payable by the Unit Owner directly to the utility company. However, the Board shall have the right, exercisable in its sole discretion, to require that electricity be supplied to the Building or the Units through one or more common meters. In such an event, the cost thereof shall be borne by each Unit Owner or the Unit Owner's tenant, if required pursuant to lease, as the case may be, based upon the consumption or usage of electricity in Unit Owner's Unit, as determined by sub-metering, survey, or any other reasonable method prescribed by the Board and permitted by Applicable Law, and shall be payable either to the Board or to the utility company servicing the Buildings, as directed by the Board.

6.20. **Utilities Serving the General Common Elements.** Except as otherwise provided in this Article 6, the cost and expense of water, sewer facilities, electricity and gas serving or benefiting any General Common Element shall be (a) determined by the Board, (b) considered part of the expense of maintaining such Common Element, and (c) charged to the Unit Owners as a General Common Expense. Any dispute as to the amount of such cost or expense shall be determined by Arbitration.

6.21. **Utilities Serving the Residential Common Elements.** Except as otherwise provided in this Article 6, the cost and expense of water, sewer facilities, electricity and gas serving or benefiting the Residential Units or any Residential Common Element shall be (a) determined by the Residential Committee, (b) considered part of the expense of maintaining such Common Element or service, and (c) charged to the Residential Unit Owners as a Residential Common Expense. Any dispute as to the amount of such cost or expense shall be determined by Arbitration.

6.22. **Supplemental Heat.** To the extent any Residential Units (Units 1B, 2B, 3B and

4B) receive supplemental heat or domestic hot water that is not provided to the other Residential Unit Owners, then the Unit Owners of Units 1B, 2B, 3B and 4B shall pay supplemental charges, to be treated as Common Charges, for their respective proportionate share of the cost for heat and hot water as calculated by the Condominium's mechanical engineer or consultant or the expert who prepared the estimate in the Offering Plan.

6.23. **Abatement and Enjoinment of Violations by Unit Owners.**

6.23.1 The violation of any of the Residential Rules and Regulations or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Board the following rights, in addition to such other rights set forth in these By-Laws: (i) the right to enter any Unit (including the CFU in the event of a violation of the Declaration or the By-Laws) or Common Element in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner(s), any structure, thing or condition resulting in such violation or breach, and the Board shall not thereby be deemed guilty or liable in any manner of trespass, and (ii) the right to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, any such violation or breach. All requests for any access to a Residential Unit are to be made not less than twenty-four (24) hours in advance. Any such right shall be exercised in such a manner as will not unreasonably interfere with the normal conduct of business by the Unit Owner, tenants and occupants of the Unit or with the use of the Unit for its permitted purposes. No access shall be permitted to the CFU except on at least five (5) business days' notice or as otherwise required due to an Emergency Situation or as reasonably approved by the CFU Owner, and then, if the CFU Owner has commenced to cure the violation cited in the notice and continues diligently to complete same, no access shall be permitted by the Board to do work in the CFU.

6.23.2 The violation or breach by a Residential Unit Owner of any of the provisions of these By-Laws, any of the Residential Rules and Regulations, or the Declaration with respect to any rights, easements, privileges or licenses granted to Sponsor shall give to Sponsor the right, in addition to any other rights set forth in these By-Laws or the Declaration, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, against such Residential Unit Owner, any such violation or breach.

ARTICLE 7

MORTGAGES

7.1. **Notice to Board.** Each Unit Owner shall have the right to mortgage its Unit, subject only to the terms and conditions contained in Section 7.2 hereof. A Unit Owner who mortgages the Owner's Unit, or the holder of any mortgage encumbering such Unit, shall notify the Board of the name and address of the mortgagee. A Unit Owner shall, prior to making such mortgage, satisfy all unpaid liens against such Unit Owner's Unit other than Permitted Mortgages. A Unit Owner who satisfies a mortgage covering such Unit Owner's Unit shall so notify the Board. The Board shall maintain such information in a book entitled "Mortgages of Units."

7.2. **Restrictions on Mortgaging**. No Unit Owner shall execute any mortgage or

other document mortgaging, pledging or hypothecating title to Owner's Unit without including therein its Appurtenant Interest, it being the intention to prevent any severance of such combined ownership. Any mortgage or other instrument purporting to affect one or more of such interests without including all such interests shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein.

7.3. **Notice to Mortgagees.** Provided the Board has been provided with the correct contact information, the Board shall promptly report to the affected Permitted Mortgagee or Permitted Mortgagees and the guarantor of the Permitted Mortgage on any Unit:

(i) Any condemnation or casualty loss that affects either a material portion of the Property or the Unit securing the applicable mortgage;

(ii) Any sixty (60) day delinquency in the payment of Common Charges or Special Assessments owed by a Unit Owner with respect to the Unit securing the applicable mortgage;

(iii) A lapse, cancellation or material modification of any insurance policy maintained for the Condominium by the Board.

(iv) Any proposed action that requires the consent of a specified percentage of mortgagees under the Declaration or these By-Laws.

(v) Any default other than a delinquency in the payment of Common Charges or Special Assessments by the owner of the Unit secured by the Permitted Mortgage, under the provisions of the Declaration or these By-Laws that to the Board's knowledge then exist and as to which the Board has attempted to give notice to the Unit Owner.

7.4. **Additional Provisions with Respect to Mortgagees.** The Board, when giving notice to a Unit Owner of any such default, shall, if previously requested by a Permitted Mortgagee in writing, also send a copy of such notice to any Permitted Mortgagee thereof. However, the Board shall have no liability for any failure, through oversight or negligence, in notifying a Permitted Mortgagee of any default by its mortgagor under the provisions of the Declaration or these By-Laws, provided that (a) the Board advises such Permitted Mortgagee of the default promptly after discovering such failure and (ii) if the Board forecloses a lien on such mortgagor's Unit pursuant to the terms of Section 6.7 hereof by reason of such default, the Board shall pay to such Permitted Mortgagee any net proceeds of any foreclosure sale of such Unit (after retaining all sums due and owing to the Board pursuant to the Declaration and these By-Laws) or such lesser sum as shall be due and owing to such Permitted Mortgagee.

7.5. **Performance by Permitted Mortgagees.** The Board shall accept, by any Permitted Mortgagee of a Unit Owner, payment of any sum or performance of any act required

to be paid or performed by such Unit Owner pursuant to the provisions of the Declaration or these By-Laws, with the same force and effect as though paid or performed by such Unit Owner.

7.6. **Examination of Books.** Each Unit Owner and Permitted Mortgagee shall be permitted to examine the books of account of the Condominium at reasonable times, on business days, but not more than once a month.

7.7. **Consent of Mortgagees.** Except as otherwise expressly provided for in these By-laws or in the Declaration, no consent or approval by any mortgagee shall be required with respect to any determination or act of the Board, officer or Unit Owner, provided, however, that nothing contained herein shall be deemed to limit or affect the rights of any Permitted Mortgagee against its mortgagor. Whenever in the Condominium Documents or in a Permitted Mortgage (if demanded by the mortgagee) a provision states that a particular action or determination of the Board or the Unit Owners may not be taken or consummated without the consent of the holder of that Permitted Mortgage, the Board shall be obligated to promptly send written request for consent to the holder of such Permitted Mortgage who has requested notice and a consent right and/or who may be entitled to notice and/or consent rights under the Condominium Documents, at the address provided by such Permitted Mortgagee for that purpose. The consent of a Permitted Mortgagee in connection with a determination or act of the Board or Unit Owner which is of a material adverse nature to said Permitted Mortgagees shall be deemed given when Permitted Mortgagee fails to submit a response to any written proposal within 60 days after it receives written notice thereof, provided such notice was delivered by certified or registered mail with "return receipt" requested.

7.8. **Estoppel and Recognition Agreement for Benefit of Unit Lender.** The Board will enter into an estoppel and recognition agreement with any lender to a Unit Owner when requested by the Unit Owner or its existing or proposed lender, in form acceptable to such Unit Owner. The estoppel and recognition agreement shall contain all or any of the following representations and statements to the extent requested by the Unit Owner or its lender: confirmation that the recorded Declaration, By-Laws and Tax Lot Drawings as amended are complete, correct and in full force and effect; a statement as to the amount of Common Charges and Special Assessments and all other amounts due the Condominium by the Unit Owner at a time or event specified by the Unit Owner, confirmation of all payments made to that date and a statement as to the monthly Common Charges and Special Assessments payable; confirmation of the then current budget of the Condominium and the amounts due by the applicable Unit Owner, an agreement to deliver copies of all notices which are sent to the Unit Owner to its lender or lender's designee at the address provided; confirmation that said lender or its designee shall be deemed a Permitted Mortgagee by the Condominium if it holds or is to hold a recorded mortgage against the Unit; confirmation to the lender of the provisions of the Declaration allowing the Unit Owner to make certain alterations without the consent of the Board or any other Unit Owner; agreement to provide the lender of the Unit Owner 30 days prior notice of any action or sanction it has determined to take against the Unit Owner and the opportunity to cure; and such other statements reasonably required by a lender.

ARTICLE 8

SELLING AND LEASING OF UNITS

8.1. **General**. Any Residential Unit Owner may sell a Residential Unit without restrictions imposed by the Board or the Declaration or By-Laws and lease a Residential Unit for term of no less than six months to no more than two years, except that Sponsor may lease one or more Unsold Residential Units without any restrictions including, but not limited to, restrictions on the length of the lease term. The CFU Owner may sell or lease the CFU without restrictions imposed by the Board or the Declaration or By-Laws.

8.2. **No Severance of Ownership**. No Unit Owner shall execute any deed or other instrument conveying title to its Unit without including therein its Appurtenant Interest, it being the intention to prevent any severance of such combined ownership. Any deed or other instrument purporting to affect one or more such interests shall be taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interest of any Unit may be sold, conveyed or otherwise disposed of, except as part of a sale, conveyance, or other disposition of the Unit to which such interests are appurtenant or as part of a sale, conveyance or other disposition of such part of the Appurtenant Interests of all Units.

8.3. **Payment of Common Charges**. No Owner shall be permitted to convey, lease and/or mortgage any Unit owned by it unless and until it has paid in full to the Board all unpaid Common Charges and Special Assessments theretofore assessed by the Board against such Unit and has satisfied all unpaid liens against such Unit, other than liens of Permitted Mortgages.

8.4. **Notices Concerning Residential Occupancy and Changes in Ownership.** Within five (5) days following acquisition of a Residential Unit or the commencement of a lease relating thereto, the new Residential Unit Owner or the lessor, as the case may be, shall notify the Managing Agent or the Board, as required by the Board, the name of the purchaser or lessee and the names of the individuals, as permitted by these By-Laws, who will be using or occupying the Unit. The individuals so designated to use or occupy the Unit may be changed by the Unit Owner/lessor, from time to time, by further notice to the Managing Agent.

8.5. **Subordination, Non-disturbance and Attornment Agreements.** The Board at the request of the CFU Owner, will enter into an agreement with any tenant with which the CFU Owner has entered into a lease for all or a portion of such Unit. Under the terms of such agreement, the tenant will acknowledge that the lease is subject and subordinate to the Declaration, and the Board will agree that so long as there is no event of default under said lease as would entitle the landlord under the lease to terminate the lease or dispossess the tenant thereunder, the tenant shall not be named or joined in any action or proceeding to foreclose the lien of the Board on the CFU for Common Charges or any other sums of any sort, and the Board shall agree that the lease shall not be terminated in any foreclosure or other action or proceeding instituted in connection with any such lien or in the exercise of any rights of the Board, or, in case the Board takes possession of the Unit pursuant to any provision of the Declaration or By-Laws, or otherwise; provided, however, that if the Board or any other party succeeds to the interests of the CFU Owner under the lease, the tenant will agree to be bound to the Board or

party under all of the terms, covenants and conditions of the lease and the tenant will attorn to the Board or party as its landlord.

ARTICLE 9

CONDEMNATION

In the event of the taking in condemnation or by eminent domain of all or any part of the Property, the Board, subject to the provisions set forth below, will arrange for the prompt repair and restoration of such part of the Property so taken to the extent possible. The award made for any such taking shall be payable to the Board, as aforesaid; provided, however, that if any such award exceeds the sum of $1,000,000 in 2014 dollars, multiplied by the CPI Factor, such award shall be payable to the Insurance Trustee and shall be disbursed to the contractors engaged in such repair and restoration, if any, in appropriate progress payments. If the net proceeds of any such award are insufficient to cover, or if such net proceeds exceed the cost of any repairs and restorations, the deficit or surplus, as the case may be, will be (a) borne and shared by all Unit Owners with respect to any taking of all or a portion of the General Common Elements and/or all or part of the Residential Units and CFU, pro rata in accordance with their respective Common Interests; (b) borne and shared by all Residential Unit Owners with respect to any taking of the Residential Common Elements, pro rata, in accordance with their Residential Common Interests; (c) borne and shared by all Residential Unit Owners having exclusive access to Residential Limited Common Elements with respect to any taking of such Residential Limited Common Elements, pro rata, in accordance with their respective interests in such Residential Limited Common Interests; and (d) borne by the CFU Owner with respect to any taking of CFU Unit and CFU Common Elements. Notwithstanding any provisions contained herein to the contrary, in the event that (1) 80% or more in number and Common Interest of all Unit Owners do not duly and promptly resolve to proceed with such repair or restoration of the Residential Common Elements, or (2) 80% or more in number and Common Interest of all Unit Owners do not duly and promptly resolve to proceed with such repair and restoration of the General Common Elements, then such repairs or restorations of the Residential Common Elements and/or General Common Elements shall not be made and the net proceeds of any such award with respect thereto shall be divided among the Unit Owners pro rata in the same manner as is set forth in (a), (b), (c) and (d) above, after first paying out of the share of each Unit Owner the amount of any unpaid liens on such Units. To the extent permitted by law, any action to terminate the legal status of the Condominium after condemnation occurs agreed to by Unit Owners must also be agreed to by Permitted Mortgagees holding recorded first mortgages on Residential Units that represent at least 51% in Common Interest of all of those Unit Owners that are subject to Permitted Mortgages. Notwithstanding any other provision of the Declaration or By-Laws or any other document, in no event shall a Residential Unit Owner or any other party have priority over any rights of a first mortgagee holding a recorded first mortgage on a Residential Unit pursuant to its mortgage in the case of payment to the Unit Owner of condemnation awards for losses to or taking Condominium Units and any Common Elements.

Any dispute between or among the Unit Owners under this Article 9 shall be settled by Arbitration.

ARTICLE 10

RECORDS AND AUDITS

10.1. **Records.** The Board or the Managing Agent, if any, shall keep detailed records of the actions of the Board, minutes of the meetings of the Board, minutes of the meetings of the Unit Owners for whom the Board serves and financial records and books of account with respect to the activities of the Board, including a listing of all receipts and expenditures, the amount of each assessment of Common Charges and Special Assessments, if any, made by the Board against each Unit, the date when due, the amounts paid thereon and the balance, if any, remaining unpaid.

10.2. **Audits.** Within four months after the end of each fiscal year, an annual report of receipts and expenditures prepared and certified by an independent certified public accountant shall be submitted by the Board to the Unit Owners, and, if so requested, to any Permitted Mortgagee, as the case may be.

10.3. **Availability of Documents.** Copies of the Declaration, these By-Laws, the Residential Rules and Regulations and the Tax Lot Drawings, as the same may be amended from time to time, shall be maintained at the office of the Board or Managing Agent and shall be available for inspection by Unit Owners and their authorized agents during reasonable business hours.

ARTICLE 11

ARBITRATION

11.1. **General Procedure.** Except as otherwise provided in the Declaration or these By-laws, any dispute under these By-laws or the Declaration involving the CFU Owner may be subjected to arbitration ("**Arbitration**") by either the CFU Owner or a Board member, as applicable. Such Arbitration, whether or not provided for in the Declaration or these By-Laws as the result of any dispute between the Residential Unit Owners and the CFU Owner, or their respective Board members, shall be conducted before one arbitrator in New York City by the American Arbitration Association or any successor organization thereof, in accordance with its rules then in effect and the decision rendered in such Arbitration shall be binding upon the parties and may be entered in any court having jurisdiction. In the event that the American Arbitration Association is not then in existence and has no successor, any Arbitration hereunder shall be conducted in New York City before one arbitrator appointed, on application of any party, by any justice of the highest court of appellate jurisdiction located in the County of New York. The decision of the arbitrator so chosen shall be given within 10 days after such arbitrator's appointment. Any arbitrator appointed or selected in connection with any Arbitration under this Article 11 shall be a lawyer or real estate owner, developer, or manager familiar with condominium properties and having general legal or real estate experience, as the case may be, of not less than fifteen years.

11.2. **Costs and Expenses.** The fees, costs and expenses of the arbitrator will be borne by the losing party in the Arbitration or, if the position of neither party to the dispute will be

substantially upheld by the arbitrator, such fees, costs and expenses will be borne equally by the disputants. Each party will also bear the fees and expenses of such party's counsel and expert witnesses. All costs and expenses paid or incurred by the Board in connection or resulting from with any arbitration held hereunder, including, without limitation, the fees and expenses of counsel and expert witnesses, will constitute Common Expenses.

11.3. **Agreement by Parties.** The parties to any dispute required or permitted to be submitted to Arbitration hereunder may, by mutual agreement between them, vary any of the provisions of Section 11.1 with respect to the Arbitration of such dispute, or may agree to resolve their dispute in any other manner, including, without limitation, the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as the "New York Simplified Procedure for Court Determination of Disputes."

ARTICLE 12

MISCELLANEOUS

12.1. **Waiver.** No provision contained in these By-Laws or the Residential Rules and Regulations shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

12.2. **Captions.** The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of these By-Laws or any provision hereof.

12.3. **Certain References.**

12.3.1 A reference in these By-Laws 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.

12.3.2 The terms "herein," "hereof" or "hereunder" or similar terms used in these By-Laws refer to these entire By-Laws and not to the particular provision in which the terms are used, unless the context otherwise requires.

12.3.3 Unless otherwise stated, all references herein to Articles, Sections, Subsections or other provisions are references to Articles, Sections, Subsections or other provisions of these By-Laws.

12.4. **Severability.** Subject to the provisions of the Declaration, if any provision of these By-Laws is invalid or unenforceable as against any Person or party or under certain circumstances, the remainder of these By-Laws and the applicability of such provision to other Persons, parties or circumstances shall not be affected thereby. Each provision of these By-Laws shall, except as otherwise herein provided, be valid and enforced to the fullest extent permitted by law. In the event any provision of these By-Laws conflicts with the provisions of the Declaration, the provisions of the Declaration shall control.

12.5. **Insurance Trustee**. If an Insurance Trustee is required, the Board shall promptly

appoint such Insurance Trustee. In the event the Insurance Trustee appointed to serve as such by the Board resigns or the Board wishes to replace it, the Board shall promptly appoint a new Insurance Trustee. The Board shall pay the fees and disbursements of any Insurance Trustee and such fees and disbursements shall constitute a General Common Expense. The Insurance Trustee shall hold all such proceeds in accordance with Section 254(4) of the Real Property Law of the State of New York. If required by Sponsor's construction or permanent lender, such lender shall be the Insurance Trustee until its release of all Residential Units from the lien of its mortgage.

12.6. **Successors and Assigns**. Except as set forth herein or in the Declaration to the contrary, the rights and obligations of any Unit Owner as set forth herein shall inure to the benefit of and be binding upon any successor or assign of such Unit Owner or, with the express written consent of Sponsor, any transferee of some or all Unsold Residential Units then owned by Sponsor, as the case may be. The rights and obligations of the CFU Owner as set forth herein shall inure to the benefit of and be binding upon any successors or assigns of the CFU Owner. Subject to the foregoing, Sponsor and the CFU Owner shall have the right, at any time in their sole discretion, to assign or otherwise transfer their respective interests herein, whether by sale, merger, consolidation, lease, assignment or otherwise.

12.7. **Covenant of Further Assurances.**

12.7.1 Any party subject to the terms of these By-Laws, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member or officer of the Board, or otherwise, shall, upon prior reasonable written request and at the expense of any requesting party, execute, acknowledge and deliver to such requesting party any instruments and take any action which such Unit Owner, lessee or sublessee, occupant, member or officer is required to take to effectuate the provisions of these By-Laws or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

12.7.2 If any Unit Owner or other party which is subject to the terms of these By-Laws fails, within ten (10) business days after request therefor, either (i) to execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner, Board or party is required to execute, acknowledge and deliver or to take pursuant to these By-Laws, or (ii) to deliver a written notice to the party requesting such execution, acknowledgment or delivery, and to the Board, stating the reasons why such Unit Owner or other party refuses to execute, acknowledge or deliver such instrument or take such action, then the Unit Owner or other party is hereby authorized, as attorney-in-fact for such Unit Owner or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action in the name of such Unit Owner or other party and such document or action shall be binding on such Unit Owner, Board or other party.

12.7.3 If any Residential Unit Owner fails, within ten (10) business days after request therefor, either (i) to execute, acknowledge or deliver any instrument or to take any action which such Unit Owner or party is required to execute, acknowledge and deliver or to take pursuant to these By-Laws, at the request of Sponsor, or (ii) to deliver a written notice to Sponsor, as applicable, and to the Board stating the reasons why such Unit Owner or other party refuses to

execute, acknowledge or deliver such instrument or take such action, then Sponsor is hereby authorized, as attorney-in-fact for such Unit Owner or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Unit Owner or other party and such document or action shall be binding on such Unit Owner or other party, as the case may be.

12.8. **Waiver of Diplomatic or Sovereign Immunity.**

12.8.1 Each Unit Owner by it acceptance of delivery of title to, and the deed for, a Unit and its continued ownership of a Unit waives any and all immunity from suit or other actions or proceedings and agrees that, should the Board bring any suit, action or proceeding in New York or any other jurisdiction to enforce any obligation or liability of the Unit Owner arising, directly or indirectly, out of or relating to the By-Laws, no immunity from such suit, action or proceeding will be claimed by or on behalf of the Unit Owner.

12.8.2 As of date of acceptance of the deed for a Unit, a Unit Owner acknowledges and agrees that all disputes arising, directly or indirectly, out of or relating to the By-Laws may (to the extent, in the case of a dispute required under the By-Laws to be submitted to Arbitration in accordance with Article 11 of these By-Laws, required to enforce any award in Abitration or in the ev ent the Unit Owner fails to submit to arbitration) be dealt with and adjudicated in the state courts of New York or the federal courts sitting in New York, and hereby expressly and irrevocably submits the person of the Unit Owner to the jurisdiction of such courts in any suit, action or proceeding arising, directly or indirectly, out of or relating to the By-Laws. So far as is permitted under the applicable law, this consent to personal jurisdiction shall be self-operative and no further instrument or action shall be necessary in order to confer jurisdiction upon the person of the Unit Owner in any such court.

12.8.3 The Unit Owner irrevocably waives, to the fullest extent permitted by law, and agrees not to assert, by way of motion, as a defense or otherwise in any suit, action or proceeding arising, directly or indirectly, out of relating to the By-Laws, brought in the state courts in New York or the federal courts sitting in New York: (i) any objection which it may have or may hereafter have to the laying of the venue of any such suit, action or proceeding in any such court; (ii) any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum; or (iii) any claim that it is not personally subject to the jurisdiction of such courts. The Unit Owner agrees that final judgment from which the Unit Owner has not or may not appeal or further appeal in any such suit, action or proceeding brought in such a court shall be conclusive and binding upon the Unit Owner and, may so far as is permitted under the applicable law, be enforced in the courts of any state or any federal court and in any other courts to the jurisdiction of which the Unit Owner is subject, by a suit upon such judgment and that the Unit Owner will not assert any defense, counterclaim, or set off in any such suit upon such judgment.

12.8.4 The Unit Owner agrees to execute, deliver and file all such further instruments as may be necessary under the laws of the State of New York, in order to make effective the consent of the Unit Owner to jurisdiction of the state courts of New York and the federal courts sitting in New York and any other provisions of this Section 12.8.

12.8.5 Nothing in this Section 12.8 shall affect the right of the Board to bring proceedings against the Unit Owner in the courts of any jurisdiction or jurisdictions.

12.8.6 In the event the Unit Owner is a foreign government, a resident representative of a foreign government or such other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e. diplomatic or sovereign immunity), such Unit Owner hereby designates C.T. Corporation System, having its offices, at the date hereof, at 111 Eighth Avenue, New York, New York 10011 (unless otherwise directed by the Board) as its duly authorized and lawful agent to receive process for and on behalf of the Unit Owner in any state or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with the By-Laws.

ARTICLE 13

AMENDMENT TO BY-LAWS

13.1. **Amendments by Unit Owners.** All proposed amendments, modifications, additions or deletions to these By-Laws must be submitted to all Unit Owners not less than ten (10) business days in advance of the date (i) the amendment is sought to be submitted to the Department of Finance for review (if it is an amendment that requires Department of Finance review and approval) or (ii) if the amendment is to be submitted to the New York City Register for recording (if no Department of Finance review and approval is required). Either the Residential Committee or the CFU Owner shall have ten (10) business days to object to the proposed amendment. Objections shall be based upon a determination that the amendment materially and adversely impacts a Unit or Unit Owner, and shall be itemized with the basis for objection specified. Failure to object to the foregoing waives the objection by the Residential Committee or the CFU as the case may be. Disputes that cannot be resolved as to whether the amendment materially and adversely impacts a Unit or Unit Owner shall be resolved by arbitration. Subject to Applicable Law, except as specifically provided herein or in the Declaration with respect to amendments, modifications, additions or deletions by or affecting Sponsor or any Unsold Residential Units or the CFU or the CFU Owner, (a) any provision of these By-Laws may be added to, amended, modified or deleted by the vote of at least 66-2/3% in number and in Common Interest of all Unit Owners taken in accordance with the provisions of these By-Laws, provided, however, that the Common Interest appurtenant to each Unit as expressed in the Declaration shall not be altered without the written consent of all Unit Owners directly affected. Subject to the provisions contained herein or in the Declaration with respect to amendments, modifications, additions or deletions by or affecting Sponsor, Permitted Mortgagees, any Unsold Residential Units, or the CFU Owner, any such amendment, modification, addition or deletion shall be executed by the Board, as attorney-in-fact for all Unit Owners, coupled with an interest, which Board is hereby authorized by such Unit Owners so to act as their attorney-in-fact. Notwithstanding the foregoing and subject to the provisions contained herein or in the Declaration with respect to amendments by or affecting Sponsor, any Unsold Residential Units, the CFU or the CFU Owner, the provisions of this Section 13.1 may not be amended, modified, added to or deleted unless eighty percent (80%) in number and in Common Interest of all Unit Owners affected thereby approve such amendment, modification, deletion or addition in the manner set forth above.

13.2. **Amendments Affecting Sponsor or the CFU Owner.** Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition or deletion of or to these By-Laws, the Declaration or the Residential Rules and Regulations shall be effective in any way (a) without the prior written consent of the CFU Owner with respect to any amendment, modification, addition or deletion of or to these By-Laws, the Declaration or the Residential Rules and Regulations (i) modifying the permitted uses of the CFU, (ii) affecting the rights, privileges, easements, licenses or exemptions granted to the CFU Owner or (ii) otherwise having a material adverse effect on the CFU Owner; (b) without the prior written consent of Sponsor or the owner of any Unsold Residential Unit, as the case may be, with respect to any amendment, modification, addition or deletion of or to these by-laws, the Declaration or the Residential Rules and Regulations modifying the permitted uses of the Building or any portion thereof or affecting the rights, privileges, easements, licenses or exemptions granted to Sponsor or the owner of any Unsold Residential Unit, as the case may be, or otherwise adversely affecting Sponsor or the owner of any Unsold Residential Unit, as the case may be or (c) without the prior written consent of the holder of any present or future mortgage, pledge, or other lien or security interest covering any Unsold Residential Unit, with respect to any amendment, modification, addition or deletion of or to these By-Laws, the Declaration, or the Residential Rules and Regulations modifying the permitted uses of such Unsold Residential Unit, or affecting the rights, privileges, easements, licenses or exemptions granted to the owner of such Unsold Residential Unit, but only if such prior written consent is expressly required by the terms and conditions of the mortgage held by such holder.

13.3. **Amendments Affecting Mortgagees**. Notwithstanding any provision contained herein to the contrary, any amendment to these By-laws of a material adverse nature to holders of recorded first Permitted Mortgages on Residential Units must be agreed to by mortgagees holding Permitted Mortgages on Residential Units representing at least 51% in Common Interest of all of those Residential Units that are subject to mortgages. Implied approval by a mortgagee may be assumed when the mortgagee fails to submit a response to any written proposal for an amendment within 60 days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a return receipt requested.

ADDENDUM TO THE AMENDED AND RESTATED BY-LAWS

RESIDENTIAL RULES AND REGULATIONS

1. The sidewalks, entrance passages, public halls, elevators, vestibules, corridors and stairways of or appurtenant to the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Residential Units.

2. No bicycles, rollerblades, scooters, skateboards or similar vehicle shall be taken into or from the Building through the any entrance not designated for such use by the Condominium Board or shall be allowed in any of the elevators of the Building other than the elevator designated by the Condominium Board or the Managing Agent for such purpose or ridden in the Building or the courtyard. No baby carriages or any of the above-mentioned vehicles shall be allowed to stand in the public halls, passageways, or other public Areas of the Building not designated for such use by the Condominium Board.

3. All service and delivery persons will be required to use the service entrances or such other entrances of the Building designated by the Condominium Board or the Managing Agent. In addition, all domestic employees, messengers and tradespeople visiting the Building shall use the elevator designated by the Condominium Board or the Managing Agent for the purposes of ingress and egress, and shall not use any of the other elevators for any purpose, provided, however, that care-givers in the employ of Residential Unit Owners or their Family Members, guests, tenants, subtenants, licensees, or invitees may use any of the other elevators when accompanying said Unit Owners, Family Members, guests, subtenants, licensees, or invitees.

4. Trunks and heavy baggage shall be taken in or out of the Building only by the elevator designated by the Condominium Board or the Managing Agent for the purpose and only through the service entrances.

5. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed or stored in any of the halls or on any of the staircases or fire tower landings of the Building, nor shall any fire exit thereof be obstructed in any manner.

6. No Residential Unit may be used for the storage of any flammable materials or any other materials the storage of which may constitute a Building code violation or which will increase the insurance requirements for the Building.

7. No refuse from the Residential Units shall be sent to the service Area of the Building, except at such times and in such manner as the Condominium Board or the Managing Agent may direct. Nothing shall be hung or shaken from any doors, windows, or placed upon the window sills, of the Building, and no Residential Unit Owner shall sweep or throw, or permit to be swept or thrown, any dirt, debris or other substance therefrom.

8. There shall be no playing or lounging in the entrances, passages, public halls, elevators, vestibules, corridors, stairways, or fire towers of the Building.

9. The Condominium Board or the Managing Agent may, from time to time, curtail or relocate any portion of the Common Elements devoted to storage or service purposes in the Building.

10. Nothing shall be done or kept in any Residential Unit or in the Common Elements that will increase the rate of insurance of the Building, or the contents thereof. No Residential Unit Owner shall permit anything to be done or kept in the Residential Unit or in the Common Elements that will

result in the cancellation of insurance on the Building, or the contents thereof, or that would be in violation of any Law. No Residential Unit Owner or any Family Members, agents, servants, employees, licensees, or visitors shall, at any time, bring into or keep in the Residential Unit any inflammable, combustible, or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of the Residential Unit.

11. There shall be no barbecuing in the Residential Units, or in the General Common Elements.

12. No Residential Unit Owner shall make, cause, or permit any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from the Residential Unit or its appurtenant Residential Limited Common Elements, if any, or permit anything to be done therein that will interfere with the rights, comforts, or conveniences of the other Residential Unit Owners. No Residential Unit Owner shall play upon or suffer to be played upon any musical instrument, or shall operate or permit to be operated a phonograph, radio, television set, or other loudspeaker in such Unit Owner's Unit or its appurtenant Residential Limited Common Elements, if any, between 11:00 P.M. and the following 9:00 A.M., if the same shall disturb or annoy other occupants of the Building, and in no event shall any Residential Unit Owner practice of suffer to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and the following 9:00 A.M.. No construction, repair work, or other installation involving noise shall be conducted in any Residential Unit except on weekdays (not including legal holidays) and only between the hours of 9:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency.

13. No pets other than dogs, caged birds, cats, fish, small caged animals such as hamsters, rabbits and other typically caged reptiles such as turtles, snakes and lizards (which do not cause a nuisance, health hazard, unsafe or unsanitary condition) may be kept in a Residential Unit without the consent of the Condominium Board. Each Residential Unit Owner who keeps any type of pet will be required to: (a) indemnify and hold harmless the Condominium, the Condominium Board, all Unit Owners and the Managing Agent from all claims and expenses resulting from acts of such pet; and (b) abide by any and all Residential Rules and Regulations adopted by the Condominium Board with respect thereto including the number of such pets. Notwithstanding the foregoing, the Condominium Board shall not have the right to adopt a no-pet policy for the Building or to prohibit cats, dogs, fish, birds, small caged animals or caged reptiles. In no event shall any pet be permitted in any public elevator of the Building, other than an elevator designated by the Condominium Board or the Managing Agent for that purpose, or in any of the public portions of the Building, unless carried or on leash. 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, Public Plaza or street adjacent to the Building.

14. Except for Sponsor and its Selling Agent(s) and their respective employees, no group tour, open house or exhibition of any Residential Unit or its contents shall be conducted, nor shall any auction sale be held in any Residential Unit, without the consent of the Condominium Board or the Managing Agent in each instance. In the event that any Residential Unit shall be used for home occupation purposes in conformance with the Declaration and the By-laws, no patients, clients, or other invitees shall be permitted to wait in any lobby, public hallway, or vestibule.

15. Unless expressly authorized by the Condominium Board in each instance, not less than 80% of the total floor Area of each room of each Residential Unit (excepting only kitchens, pantries, bathrooms, closets (other than walk-in closets) and foyers) must be covered with rugs, carpeting, or equally effective noise reducing material.

16. No window guards and/or legally compliant window stops or other window decorations shall be used in or about any Residential Unit, except such as shall have been approved in writing by the

Condominium Board or the Managing Agent, which approval shall not be unreasonably withheld or delayed. In no event, however, shall any windows of any Residential Unit be colored or painted.

17. No ventilator or air conditioning device shall be installed in any Residential Unit or its appurtenant Residential Limited Common Elements, if any, without the prior written approval of the Condominium Board, which approval may be granted or refused in the sole discretion of the Condominium Board.

18. No radio or television aerial 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 the By-laws or shall have been approved in writing by the Condominium Board or the Managing Agent. Nothing shall be projected from any window of a Residential Unit without similar approval.

19. All radio, television, or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment.

20. Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were designed, and no sweepings, rubbish, rags or any other article shall be thrown into same. Any damage resulting from misuse of any water-closets or other apparatus in a Unit shall be repaired and paid for by the owner of the Residential Unit.

21. Each Residential Unit Owner shall keep the Residential Unit and its appurtenant Residential Limited Common Elements, if any, in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the By-laws.

22. The access doors located in various portions of the ceiling of the Residential Units shall not be obstructed in any manner which would prevent access to the ceiling hung units located within such ceilings.

23. The agents of the Condominium Board or the Managing Agent, and any contractor or work-person authorized by the Condominium Board or the Managing Agent, may enter any room or Unit at any reasonable hour of the day, on at least 1 day's prior notice to the Residential Unit Owner, for the purpose of inspecting such Residential Unit for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects, or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Residential Unit for its permitted purposes.

24. The Condominium Board or the Managing Agent may retain a pass-key to each Residential Unit. If any lock is altered or a new lock is installed, the Condominium Board or the Managing Agent shall be provided with a key thereto immediately upon such alteration or installation. If the Residential Unit Owner is not personally present to open and permit an entry to the Residential Unit at any time when an entry therein is necessary or permissible under these Residential Rules and Regulations or under the By-laws, and has not furnished a key to the Condominium Board or the Managing Agent, then the Condominium Board or Managing Agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium or an officer of the Managing Agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such Residential Unit Owner's property).

25. If any key or keys (or an electronic equivalent of same such as an FOB) are entrusted by a Unit Owner, by any Family Member thereof, or by an agent, servant, employee, licensee, or visitor to an employee of the Condominium or of the Managing Agent, whether for the Residential Unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Residential Unit Owner, and neither the Condominium Board nor the Managing Agent shall (except as provided in Rule 22 above) be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

26. Residential Unit Owners and their respective Family Members, guests, servants, employees, agents, visitors, or licensees shall not at any time or for any reason whatsoever, enter upon, or attempt to enter upon, the roof of the Building unless such roof is part of a lawful Terrace to which access is authorized.

27. No occupant of the Building shall send any employee of the Condominium or of the Managing Agent out of the Building on any private business.

28. Any consent or approval given under these Residential Rules and Regulations may be amended, modified, added to, or repealed at any time by resolution of the Condominium Board. Further, any such consent or approval may, in the discretion of the Condominium Board or the Managing Agent, be conditional in nature.

29. No Residential Unit Owner shall install any plantings on any Terrace or roof without the prior written approval of the Condominium Board. Plantings shall be placed in containers impervious to dampness and standing on supports at least two inches from the Terrace or roof surface, and if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the containers to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in containers which shall be at least three inches from the parapet and flashing, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. Such masonry planting beds shall not, however, rest directly upon the surface of such Terrace or roof but shall stand on supports at least two inches above such surface. No planting shall be permanently affixed to a Terrace or roof surface but shall be able to be easily moved. It shall be the responsibility of the Residential Unit Owner to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. Such Residential Unit Owner shall pay the cost of any repairs rendered necessary by or damage caused by such plantings. The Condominium Board shall have an easement and a right of access to the Terrace appurtenant to the a Unit to inspect the same and to remove violations therefrom and to install, operate, maintain, repair, alter, build, restore, and replace any of the Common Elements located in, over, under through, adjacent to, or upon the same.

30. No Residential Unit Owner shall enclose, erect a greenhouse and/or alter the Terrace appurtenant to a Residential Unit in any way, without the prior written consent of the Condominium Board.

31. No Residential Unit Owner may install or place speakers on a Terrace appurtenant to a Residential Unit.

32. Complaints regarding the service of the Condominium shall be made in writing to the Condominium Board and the Managing Agent.

33. When leaving the Residential Unit for extended periods of time, Residential Unit Owners and their respective Family Members, guests, domestic employees, agents, visitors, or licensees shall keep the Residential Unit at a maximum of 80 degrees Fahrenheit from May 15 to October 15 and shall keep the Residential Unit at a minimum of 60 degrees Fahrenheit from October 15 to May 15. Any damage resulting from a Residential Unit Owner's or their respective Family Member, guests, domestic

employees, agents, visitors or licensees failure to abide by the provisions of this paragraph shall be borne solely by the owner of such Residential Unit causing the damage.

34. With respect to common areas of the Building including but not limited to the lobby, amenity floors and roof, all Family Members, guests, domestic employees, employees, agents, visitors, tenants or licensees of a Residential Unit Owner must abide by all rules and regulations relating to such areas including but not limited to permitted access to certain spaces and/or facilities, guest policies, fees and other charges for use, signing of indemnity or other required procedures as determined by the Condominium Board.

35. Residential Unit Owners and their respective Family Members, guests, domestic employees, employees, agents, visitors, tenants or licensees shall abide by any additional rules and regulations adopted by the Condominium Board.

36. Barbecuing with grills on any Terrace or Limited Common Element must comply with current City, State and Federal laws and if permissible must be done in a manner that does not cause a nuisance, health hazard, unsafe or unsanitary condition.

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EXHIBIT E

TO THE AMENDED AND RESTATED DECLARATION

RESIDENTIAL UNIT POWER OF ATTORNEY

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RESIDENTIAL UNIT POWER OF ATTORNEY

Terms used in this Residential Unit Power of Attorney which are used (a) in the Amended and Restated Declaration (the "Declaration") establishing a plan for condominium ownership of the premises known as the 34 Prince Street Condominium ("Condominium") and by the street number 32-34 Prince Street (a/k/a 235 Mott Street), New York, New York 10012 under Article 9-B of the Real Property Law of the State of New York, dated _____, and recorded in the Office of the Register of The City of New York of the County of New York ("Register's Office") on _____ as CRFN# _____ ("Declaration"), or (b) in the Amended and Restated By-Laws of 34 Prince Street Condominium (the "By-Laws") attached to, and recorded together with, the Declaration, shall have the same meanings in this Power of Attorney as in the Declaration or the By-Laws.

The undersigned, _____, (having an office) (residing at) _____, the owner of a Unit _____ ("Unit") in the Condominium which is designated and described as the Unit in the Declaration and also designated as Tax Lot _____ in Block 494 of Section 2 of the Borough of Manhattan on the Tax Map of the Division of Land Records of The City of New York and on the Floor Plans, do(es) hereby nominate, constitute and appoint:

(I) The persons who may from time to time constitute the Residential Committee, true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, in their own names, as Members of the Residential Committee or in the name of their designee (corporate or otherwise), on behalf of all Residential Unit Owners, in accordance with such Residential Unit Owners' respective interests in the Common Elements, subject to the provisions of the By-laws then in effect, to:

(a) employ counsel for purposes of protesting the New York City real property tax assessments with the Tax Commission and commencing, pursuing, appealing, settling and/or terminating administration and tax certiorari proceedings on behalf of the Residential Unit Owners for the reduction of the assessed valuation of their Residential Units, such Residential Unit Owners agreeing not to protest said assessments and bring such tax certiorari proceedings at their own initiative and on their own behalf;

(b) acquire, lease or license any Residential Unit, together with its Appurtenant Interests whose owner desires to sell, convey, transfer, assign, lease, sublease or surrender the same or acquire any Residential Unit, together with its Appurtenant Interests that becomes the subject of a foreclosure or other similar sale, in the name of the Residential Committee or its designee, corporate or otherwise, on behalf of all Residential Unit Owners;

(c) acquire, mortgage, lease, sublease, license, convey or otherwise deal with (but not to vote the Common Interest, appurtenant to) any Residential Unit so acquired or to sublease any Residential Unit so leased;

(d) execute, acknowledge and deliver (1) any declaration or other instrument affecting the entire Residential Section, the Residential Common Elements or the Residential Limited Common Elements which the Residential Committee 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 entire Residential Section, the Residential Common Elements or the Residential Limited Common Elements; (2) any consent, covenant, restriction, easement, or declaration, or any amendment thereto, affecting the entire Residential Section, the Residential Common Elements or the Residential Limited Common Elements which the Residential Committee deems necessary or appropriate; or (3) any protest and tax certiorari proceeding documentation affecting Residential Units.

(II) The persons who may from time to time constitute the Condominium Board, true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, in their own names, as

Members of the Condominium Board or in the name of their designee (corporate or otherwise), on behalf of all Residential Unit Owners, in accordance with such Residential Unit Owners' respective interests in the Common Elements, subject to the provisions of the By-laws then in effect, to (following due authorization, if required, from the Community Facility Unit Owner):

(a) execute, acknowledge and deliver (1) any declaration or other instrument affecting the General Common Elements which 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 entire Residential Section, the Residential Common Elements or the Residential Limited Common Elements; (2) any consent, covenant, restriction, easement, or declaration, or any amendment thereto, affecting the General Common Elements which the Condominium Board deems necessary or appropriate.

(III) The Sponsor, true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, in its name or in the name of its designee (corporate or otherwise), on behalf of all Residential Unit Owners, in accordance with such Residential Unit Owners' respective interests in the Common Elements, subject to the provisions of the By-laws then in effect, to:

(a) amend the Declaration and to effectuate the rights granted to the Sponsor under the Declaration and By-Laws, including without limitation, when such amendment (i) shall be required to reflect any changes in Unsold Units and/or the reapportionment of the Common Interests of the affected Unsold Units resulting therefrom made by Sponsor in accordance with the Declaration, or (ii) shall be required by (1) an Institutional Lender designated by Sponsor to make a mortgage loan secured by a mortgage on any Unit, (2) any governmental agency having regulatory jurisdiction over the Condominium, or (3) any title insurance company selected by Sponsor to insure title to any Residential Unit; or (iii) shall be required to correct any inconsistencies or scriveners' errors in the Declaration, the By-Laws and/or the Floor Plans; or (iv) shall be required to relinquish Sponsor's rights under the Condominium Documents, provided, however, that any amendment made pursuant to the terms of subdivision (i) or (ii) of this paragraph shall not (1) change the Common Interest of the Undersigned's Unit, (2) require a material, physical modification to the Undersigned's Unit, or (3) adversely affect the priority or validity of the lien of any mortgage held by an Institutional Lender covering the Undersigned's Unit unless the undersigned (in the event described in subdivision (1) or (2) of this paragraph) or the holder of such mortgage (in the event described in subdivision (3) of this paragraph) shall consent thereto by joining in the execution of such amendment. The terms, covenants and conditions contained in, and the powers granted pursuant to, this paragraph shall remain in full force and effect until such time as (i) Sponsor shall cease to own any Unit in the Condominium; (ii) Sponsor has completed all of its obligations under the terms of the Offering Plan; and (iii) a Permanent Certificate of Occupancy has been issued for the Property; and

(b) to effectuate Sponsor's and/or Development Rights Owner's utilization, sale or transfer of all or any portion of the Excess Development Rights, as set forth in the Declaration.

The acts of a majority of such persons constituting the Residential Committee or the Condominium Board (as the case may apply) shall constitute the acts of said attorneys-in-fact. This Power of Attorney shall be irrevocable.

IN WITNESS WHEREOF, the undersigned has/have executed this Power of Attorney as of the ____ day of _____, ____.

RESIDENTIAL UNIT OWNER'S SPECIMEN TITLE POLICY

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CERTIFICATE OF TITLE ISSUED BY

STEWART TITLE
INSURANCE COMPANY

Title No. :
Premises : **34 Prince Condominium, 34 Prince Street, New York, NY**
Reference

Certifies to the proposed insured named in Schedule A that an Examination of title to the premises described in Schedule A has been made in accordance with its usual procedure and agrees to issue its standard form of title insurance policy in favor of the proposed insured, covering premises described in Schedule A, in the amounts hereinafter set forth, insuring the fee and/or mortgage and the marketability thereof, after the closing of the transaction in conformance with procedures approved by the Company excepting (a) all loss or damage by reason of the estates, interests, defects, objections, liens, encumbrances and other matters set forth herein that are not disposed of to the satisfaction of the Company prior to such closing or issuance of the policy (b) any question or objection coming to the attention of the Company before the date of closing, or if there be no closing, before the issuance of said policy.

This Certificate shall be null and void (1) if the fees therefore are not paid (2) if the prospective insured, his attorney or agent makes any untrue statement with respect to any material fact or suppresses or fails to disclose any material fact or if any untrue answers are given to material inquiries by or on behalf of the Company (3) upon delivery of the policy. Any claim arising by reason of the issuance hereof shall be restricted to the terms and conditions of the standard form of insurance policy. If title, interest or lien to be insured was acquired by the prospective insured prior to delivery hereof, the Company assumes no liability except under its policy when issued.

Issuing Agent:

ROYAL ABSTRACT of New York LLC
500 Fifth Avenue, Suite 1540
New York, NY 10110
Tel: (212) 376-0900
Fax: (212) 376-0911
Email: info@royalabstract.com

STEWART TITLE
INSURANCE COMPANY

Countersigned:

Authorized Signature

President

Secretary

NY-465 Rev. 8/92

ROYAL ABSTRACT

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We have direct operations servicing New York, New Jersey and Connecticut and can provide your title insurance needs nationwide. As an agent for most of the leading title insurers, we will provide you with expedient service, legal expertise and the high level of professionalism that you demand of your title insurance agent.

In order to facilitate the quickest response to your inquiries, please call either (212) 376-0900, (201) 567-9889, or (800) TITLES4, or send an e-mail, to the following people:

CUSTOMER SERVICE:	Melissa Bilyck	ext. 0916	mbilyck@royalabstract.com
	Sandy Camilo	ext. 0906	scamilo@royalabstract.com
	Lisa Gregory	ext. 2863	lgregory@royalabstract.com
	Nancy Quinn	ext. 0913	nquinn@royalabstract.com
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SALES/ OTHER INQUIRIES:	Martin Kravet	ext. 0909	mkravet@royalabstract.com
	Robert Balachandran	ext. 2040	rbala@royalabstract.com
	Michael Roberts	ext. 0910	mroberts@royalabstract.com

Stewart Title Insurance Company

AMERICAN LAND TITLE ASSOCIATION OWNERS POLICY (6-17-2006)
WITH NEW YORK COVERAGE ENDORSEMENT APPENDED (A.L.T.A.)

SCHEDULE A

Policy No [Policy No.]

Title Number	**Effective Date**	**Amount of Insurance**
[Title No.]	[date of closing]	$[purchase price]

1. **Name of Insured:** [Purchaser]

2. **The estate or interest in the land which is covered by this policy is:** Fee Simple

3. **Title to the estate or interest in the land is vested in:** [Purchaser]

   who acquired title by deed from 34 Prince Equities LLC dated [date of closing] and to be recorded in the Office of the Register of the City of New York, New York County.

4. **The land referred to in this Policy is described herein on Schedule A Description of Premises.**

   For Information: Premises known as: 34 Prince Street, Unit __, New York, NY

_____
Authorized Signatory

Stewart Title Insurance Company

SCHEDULE A
DESCRIPTION OF PREMISES

Title No. [Title No.]
Policy No. [Policy No.]

THE CONDOMINIUM UNIT (hereinafter referred to as the "Unit") in the building (hereinafter referred to as the "Building") known as **34 Prince Condominium** and by the Street Number **32 Prince Street,** County of New York, State of New York, said Unit being designated and described as **Residential Unit No.** _____ in a Declaration dated **7/1/2014** made by **The Trustees of Saint Patrick's Cathedral in the City of New York,** pursuant to Article 9-B of the Real Property Law of the State of New York (hereinafter referred to as the "Condominium Act") establishing a Plan for condominium ownership of the Building and the Land (hereinafter referred to as the "land") upon which the building is situate (which land is more particularly described in Exhibit A annexed hereto and by this reference made a part hereof), which Declaration was recorded in the Office of the Register of the City of New York, County of New York, on 7/18/2014 **as CRFN 2014000240875** and which Declaration was amended and restated by Amended and Restated Declaration of Condominium dated _____, 2014 made by **The Trustees of Saint Patrick's Cathedral in the City of New York and 34 Prince Equities LLC** (which Declaration and Amendments (if applicable) thereto are hereinafter collectively referred to as the "Declaration"). This Unit is also designated as **Tax Lot_____ in Block 494** of the County of New York on the Tax Map of the Real Property Assessment Department and on the Floor Plans of the Building, Certified by **Marvel Architects, PLLC, on 7/15/2014** and filed with the Real Property Assessment Department on 7/15/2014 **as Condominium Plan No. 2497** and also filed in the Office of the City Register of the City of New York, County of New York, on 7/18/2014 **as Condominium Map No. CRFN 2014000240876 ,** as amended by amended Floor Plans of the Building, Certified by_____ on _____, 2014 and filed with the Real Property Assessment Department on _____, 2014 **as Condominium Plan No. 2497-A** and also filed in the Office of the City Register of the City of New York, County of New York, on ____, 2014 **as Condominium Map No. CRFN_____.**

TOGETHER with an undivided _____**interest** in the Common Elements (as such term is defined in the Declaration).

TOGETHER with and **SUBJECT** to the rights, obligations, easements, restrictions and other provisions set forth in the Declaration, Floor plans and the By-Laws of **The 34 Prince Condominium,** as the same may be amended from time to time (herein after referred to as the "By-Laws"), all of which shall constitute covenants running with the Land and shall bind any person having at any time any interest or estate in the Unit, as though recited and stipulated at length herein.

The land on which the building and unit is located is situated in the County of **New York** and State of New York and is more fully described in the Declaration of Condominium recorded in the Office of the City Register of the City of New York, County of New York, on **7/18/2014** as **CRFN 2014000240875, as amended and restated.**

Stewart Title Insurance Company

SCHEDULE A
DESCRIPTION OF PREMISES

Title No. [Title No.]
Policy No. [Policy No.]

EXHIBIT A

ALL THAT CERTAIN plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, County of New York, City of New York and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly record line of Prince Street (Irregular Width) and the westerly record line of Mott Street (Irregular Width) and running the following several courses;

1. Southerly along the said westerly record line of Mott Street, a distance 113.90 feet to a point;
2. THENCE westerly at an angle to the left of 90°-00'-32" a distance 74.46 feet to a point;
3. THENCE northerly at an angle to the left of 89°-29'-24" a distance of 114.87 feet to a point;
4. THENCE easterly at an angle to the left of 91°-14'-49" a distance of 0.51 feet to a point;
5. THENCE northerly at an angle to the right of 90°-52'-16" a distance of 14.49 feet to a point on the said southerly record line of Prince Street;
6. THENCE easterly along the said southerly record line of Prince Street, at an angle to the left 78°-09'-58" a distance 74.53 feet to the point or place of BEGINNING.

Stewart Title Insurance Company

Policy No [Policy No.]
Title No [Title No.]

SCHEDULE B

Showing defects, liens, encumbrances and other matters against which the Company does not, by this Policy, insure:

1. Rights of tenants or persons in possession.

2. Premises or part of premises have been designated as a Landmark, Landmark Site, or Historic District, and are subject to the restrictions as provided in the New York City Charter. (Charter Chapter 74 Sections 3020 and 3021 and Administrative Codes Section 25-301 to Section 25-332)
Notice of Designation dated 10/14/66 and recorded 10/17/66 in Record Liber 111 page 400.

   "Old St. Patrick's Convent and Girls' School"

3. Construction Agreement made by and between 34 Prince Equities LLC and The Trustees of Saint Patrick's Cathedral in the City of New York, dated as of 8/20/2014 and recorded 9/4/2014 as CRFN 2014000294136.

4. Zoning Lot Development Agreement made by and between The Board of Managers of 34 Prince Street Condominium and The Trustee of Saint Patricks' Cathedral in the City of New York, dated As of 8/20/2014 and recorded 9/4/2014 as CRFN 2014000294133.

5. Reciprocal Easement Agreement and Declaration made by and between 34 Prince Equities LLC and The Board of Managers of 34 Prince Street Condominium, dated 8/20/2014 and recorded 9/4/2014 as CRFN 2014000294141

6. Cellar Pipes Easement Agreement made by and between The Board of Managers of 34 Prince Street Condominium and 34 Prince Equities LLC, dated as of 8/20/2014 and recorded 9/4/2014 as CRFN 2014000294140.

7. Stormwater Diversion Easement Agreement made by and between The Board of Managers of 34 Prince Street Condominium and 34 Prince Equities LLC, dated as of 8/20/2014 and recorded 9/4/2014 as CRFN 2014000294139.

8. Light and Air Easement Agreement made by and between 34 Prince Equities LLC and The Board of Managers of 34 Prince Street Condominium, dated 8/20/2014 and recorded 9/4/2014 as CRFN 2014000294138.

9. Light and Air Easement Agreement made by The Board of Managers of 34 Prince Street Condominium and 34 Prince Equities LLC, dated as of 8/20/2014 and recorded 9/4/2014 as CRFN 2014000294137.

10. Terms and conditions set forth in the Declaration of Condominium and By-Laws dated **7/1/2014** and recorded **7/18/2014** as CRFN **2014000240875**. Policy insures that a valid condominium has been created pursuant to Article 9B of the Real Property Law, as amended.

    A) Amended and Restated Declaration of Condominium dated _____, 2014 made by The Trustees of Saint Patrick's Cathedral in the City of New York and 34 Prince Equities LLC recorded _____ as CRFN _____.

11. Any state of facts which an accurate survey and inspection of Unit would show, but policy insures that any encroachments by insured Unit upon adjoining Units or upon common elements may remain undisturbed.

Stewart Title Insurance Company

Policy No [Policy No.]
Title No [Title No.] **SCHEDULE B**

12. Mortgage made by [Purchaser] to [Lender] in the amount of [Loan Amount] dated [date of closing] and to be recorded in the Office of the Register of the City of New York, New York County..

Stewart Title Insurance Company

STANDARD NEW YORK ENDORSEMENT
(Owner's Policy)

Title No 906187

Attached to and made a part of Policy No. [Policy No.]

1. The following is added as a Covered Risk:

   "11. Any statutory lien arising under Article 2 of the New York Lien Law for services, labor or materials furnished prior to the date hereof, and which has now gained or which may hereafter gain priority over the estate or interest of the insured as shown in Schedule A of this policy."

2. Exclusion Number 5 is deleted, and the following is substituted:

   5. Any lien on the Title for real estate taxes, assessments, water charges or sewer rents imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as Shown in Schedule A.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

IN WITNESS WHEREOF, the Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers

DATED: **Stewart Title Insurance Company**

By_____
Authorized Signatory

Standard New York Endorsement (11/1/2008)
For Use With ALTA Owner's Policy (6/17/2006)
Amended (7/1/2012)

Stewart Title Insurance Company

CONDOMINIUM ENDORSEMENT

Title No. **906187**

Attached to and made a part of Policy No. **PROFORMA**

The Company insures the insured against loss or damage sustained by reason of:

1. The failure of the unit identified in Schedule A and its common elements to be part of a condominium within the meaning of the condominium statutes of the State of New York.

2. The failure of the documents required by the condominium statutes to comply with the requirements of the statutes to the extent that such failure affects the title to the unit and its common elements.

3. Present violations of any restrictive covenants which restrict the use of the unit and its common elements and which are created by the condominium documents, except violations relating to environmental protection unless a notice of a violation thereof has been recorded or filed in the Public Records and is not excepted in Schedule B. The restrictive covenants do not contain any provisions which will cause a forfeiture or reversion of title.

4. The priority of any lien for charges and assessments at Date of Policy provided for in the condominium statutes and condominium documents over the lien of any insured first mortgage identified in Schedule A.

5. The failure of the unit and its common elements to be entitled by law to be assessed for real property taxes as a separate parcel.

6. Any obligation to remove any improvements which exist at Date of Policy because of any present encroachments or because of any future unintentional encroachments of the common elements upon any unit or of any unit upon the common elements or another unit.

7. The failure of title by reason of a right of first refusal to purchase the unit and its common elements which was exercised or could have been exercised at Date of Policy.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the amount of insurance.

IN WITNESS WHEREOF, the Company has caused this Endorsement to be signed by an authorized officer of the Company on its date of issue set forth below.

DATED: **Stewart Title Insurance Company**

By_____
Authorized Signatory

TP-SENY-007.01
TIRSA Endorsement 4 (Condominium) (5/1/07)

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ATTORNEY'S INCOME TAX OPINION

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LEWIS C. TAISHOFF
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Admitted NY, USDCSDNY, USDCEDNY,
USTC

Examined and admitted to practice
before the Internal Revenue Service

November 21, 2014

34 Prince Equities LLC
C/o Time Equities
55 Fifth Avenue, 15th Floor
New York, New York 10003-4398

Re: Condominium Offering Plan (the "Plan") for 34 Prince Street Condominium (the "Condominium"), 32-34 Prince Street/235 Mott Street, New York, New York

Gentlemen and Ladies:

You have requested my opinion with respect to the deductibility for Federal and New York State income tax purposes of mortgage interest and real estate taxes paid by the purchaser (hereinafter "RUO") of a Residential Unit (hereinafter "RU") under the Plan. You have also asked me to discuss certain ancillary tax consequences of the Plan. Unless otherwise indicated, capitalized terms used herein have the same meaning as in the Plan.

In connection with the opinions expressed herein, I have reviewed the Plan (including the schedules and exhibits thereto), but made no independent investigation of the matters therein set forth. My opinions are based upon the assumptions that (a) the Plan becomes effective and is consummated in accordance with its terms, (b) condominium ownership of the Property is established upon the filing of the Declaration, By-Laws and Floor Plans, (c) the legal consequences of the Plan are as described therein, and (d) the Building as completed is constructed substantially as described in the Plan. In such events:

A. a RUO will own fee title to his, her or its RU and an undivided interest in the Common Elements as that term is defined in the Declaration;

B. each RU, together with its appurtenant interest in the Common Elements will ultimately be a separate tax lot for purposes of local real estate taxes, and the RUO will be directly liable for the real estate tax assessment with respect to

his, her or its RU, but not with respect to any other Unit, whether or not any such other Unit is a RU; and

C. subject to certain restrictions as to occupancy and use, and as to sale and leasing, either as described in the Plan or embodied in the Declaration and By-Laws, a RUO may transfer, sell or mortgage his, her, their or its RU as he, she, they or it wishes, and the RU will not be subject to the lien of any mortgage placed on other Units, whether or not any such other Unit or Units are RUs.

Under the Plan, the Condominium will be managed by a Board of Managers whose members will be elected by the Unit Owners (both RUOs and Unit Owners of the CFU, including, but not limited to, the Sponsor, to the extent that Sponsor owns any Units). The Plan and the By-Laws provide that the expenses incurred in the operation and maintenance of the Condominium exclusive of the Units themselves (the "Common Expenses") shall be borne by the individual Unit Owners, and assessed in proportion to each Unit Owner's Common Interest, subject to certain special allocations of Common Expenses as provided in New York Real Property Law §339-m and more specifically set forth in the Plan, Declaration and By-laws and collected by the Board of Managers on behalf of all of the Unit Owners, both RUOs and owners of non-residential Units ("Common Charges").

Based upon the foregoing, I am of the opinion that under present law:

a) each RUO who itemizes his, her or its deductions may deduct from gross income for Federal and New York State income tax purposes the real estate taxes assessed against that Owner's RU and paid by such RUO, and the amount paid by such RUO on account of "qualified residence interest" on any mortgage indebtedness covering such Unit (see Sections 163 and 164 of the Internal Revenue Code of 1986, as amended) (the "Code"); Rev. Rul. 64-31, 1964-1 C.B. (Part 1) 300). "Qualified residence interest" is interest on indebtedness (subject to certain limitations as to type of loan and amount of deductible interest, and filing status of the taxpayer) secured by a "qualified residence" of the taxpayer, which is defined as the taxpayer's principal residence plus one other residence selected by the taxpayer; and

(b) a RUO, who occupies, or uses, the RU in a trade or business may deduct from gross income for Federal and New York State income tax purposes, as business expenses, the real estate taxes assessed against such Unit and paid by such Unit Owner, interest paid or accrued on indebtedness incurred or continued with respect to such Unit in connection with the conduct of a trade or business, other items included in Common Charges and may take depreciation deductions with respect to such Unit Owner's investment in such RU pursuant to applicable laws and regulations. The ability to realize a tax benefit from the foregoing items in this paragraph (b) is subject to several important limitations including, among others, any personal or non-business use of such RU whether by the RUO or others, the RUO's method of accounting, the possible application of Section 469 of the Code (i.e., the passive loss and self-rental rules), the possible application of Section 465 of the Code (i.e., the at-risk rules), and the nature and extent of the trade or business the RUO carries on (see Sections 162 and 183 of the Code);

(c) a RUO who regularly uses a portion of such RU exclusively for his or her principal place of business may also take deductions for depreciation attributable to such use limited, however, to the excess of gross income derived from such use over his or her deductions for taxes and interest (See Section 280(A) of the Code; see also *Luis Bulas,* T.C. Memo. 2011-201, *Sam Goldberger, Inc. v. Commissioner*, 88 T.C. 1532, 1557 (1987), and Rev. Proc. 2013-13); and

(d) A RUO who holds his or her RU for investment may be subject to the investment interest limitations in Section 163 and capitalization requirements of Section 263.

A Residential Unit Owner who is a veteran of the United States Armed Forces may be entitled to a veteran's exemption covering part of the real estate taxes otherwise assessed against his or her Unit (see Sections 458, 458A and 458B of the New York State Real Property Tax Law).

Under Section 55 of the Code a non-corporate taxpayer may be subject to an alternative minimum tax on his or her alternative minimum taxable income ("AMTI") in lieu of the regular income tax. See Section 55 and 57 of the Code.

New York State also imposes a minimum tax based on certain New York State tax preference items. See Sections 601 and 612 of the New York State Tax Law.

There is substantial authority for treating a condominium as an association taxable as a corporation for Federal income tax purposes (and accordingly for New York State and New York City income tax purposes). However, other treatments may be available. Accordingly I express no opinion with respect to this matter. See below for possible elections of tax treatment by the Condominium.

If the Condominium is treated for tax purposes as merely an aggregation of the Unit Owners, any income realized (such as rents on any Units owned and leased by the Condominium or interest on the Condominium's funds) and any expenses incurred by the Condominium in deriving such income would be deemed to be income and expenses of the individual Unit Owners, in proportion to their respective Common Interests, and the amount of such income less such expenses would be taxable to them, whether or not cash or other property was actually distributed to them. In such a case, however, the Common Charges would not be considered to be income to the Unit Owners and the expenditures incurred in operating and maintaining the Common Elements would not be deductible by them.

If, on the other hand, the Condominium were treated as an association taxable as a corporation (see Regulation 301.7701-2, the so-called "check the box" regulation, for electing such treatment), it would be subject to Federal corporation income tax (as well as to the New York State and New York City corporate franchise [income] tax) on its taxable income. See Rev. Rul. 80-63, 1980-1 C.B. 116; Rev. Rul. 74-99, 1974-1 C.B. 131. For these purposes, the Condominium's taxable income would be the excess of its gross income over its deductible expenses. Gross income will include any rental income, any investment income and the Common Charges paid by all Unit Owners. However, any portion of the Common Charges, which is segregated and used to finance specified capital expenditures or reserves for such capital expenditures (and is appropriately documented as such), should not be required to be included in gross income. See Rev. Rul. 75-371, 1975-2 C.B. 52; Rev. Rul. 75-370, 1975-2 C.B. 25; Rev. Rul., 74-563, 1974-2 C.B. 38. Deductible expenses will generally include the Common Expenses other than capital expenditures.

While Section 528 of the Code provides for a condominium organization to qualify as a condominium management association, and thereby to be eligible to elect to be exempt from Federal income taxes on Common Charges collected from the Unit Owners, and to receive other benefits, Treas. Reg. Section 1.528-4(a) requires that at least 85% of the total square footage of all units within the project must used by individuals for residential purposes. The calculations set forth in Schedule A of the Plan show that the CFU, a non-residential unit not occupied or contemplated to be occupied by individuals for residential purposes, comprises approximately 20.1% of such total square footage. Therefore, as

presently configured, the Condominium will not qualify as a condominium management association.

However, qualification of a Condominium to elect Section 528 exemption involves factual issues, which can only be determined on a case-by-case and year-by-year basis. For that reason, it is not possible to state with certainty that the Condominium will or will not qualify for the Section 528 exemption in some future tax year.

If, in any tax year, the Condominium does not qualify, or, if qualified, does not elect, to be exempt from Federal income taxes on Common Charges pursuant to Section 528 of the Code, the Condominium may therefore be subject to the regular Federal corporate income tax on its taxable income. Alternatively, as aforesaid, the Condominium may be treated as an aggregation of Unit owners and each Unit Owner may be directly taxable on his or her proportionate share of Condominium income (excluding Common Charges) less Condominium expenses (excluding Common Expenses).

If the Condominium elects to be taxed as a corporation, it might qualify for treatment as a cooperative, pursuant to Section 1381 of the Code. The cooperative provisions of the Code exempt from taxation patronage-sourced income, eliminate taxation at the corporate level, and taxes members (here UOs) only on non-patronage sourced income. Such qualification depends upon satisfying the three-point test of *Puget Sound Plywood, Inc. v. Comm.*, 44 T. C. 305 (1965).

In *Puget Sound,* the Tax Court required that (1) the capital of the organization must be subordinated with respect to both the realization of economic benefits therefrom and control over the operations thereof; (2) the organization must be democratically controlled by its members; and (3) profits must be proportionately allocated based on patronage.

See also *Thwaites Terrace House Owners Corp. v. Comm.*, T. C. Memo. 1996-406 (1996).

However, as the Plan, Declaration and By-Laws provide special voting rights and special allocation of expenses to the CFU, it is questionable whether the Condominium could so qualify.

In preparing this opinion letter, I have reviewed the opinion (the "339-i Opinion") of Penmark Management LLC, dated November 18, 2014, and the opinion of Brody,

Schwartzman, Feinberg & Cohan, PLLC, dated November 18, 2014, in support thereof, both which are included in the Plan, as to the method selected pursuant to Section 339-i of the Condominium Act as to the factual basis underlying the calculation of the Common Interest in the Common Elements appertaining to each Unit. Having made no independent investigation, I express no opinion as to the accuracy of factual assumptions set forth in the 339-i Opinion or of the evaluation set forth in the 339-i Opinion as to the relative values and amenities of each of the proposed Units in the Condominium which underlie the Sponsor's application of the Section 339-i to the calculation of Common Interest of each Unit in the Condominium.

The Condominium, to the extent it provides any social, recreational or athletic facilities to anyone, may be subject to New York State Sales Tax with respect to all of the Common Charges. Remedial legislation has been proposed which would eliminate such tax, but has not been enacted and no opinion is expressed that such legislation will ever be enacted.

I express no opinion as to the validity of the proposed Condominium or any tax consequences or other matters except for those explicitly discussed in this opinion. Specifically, I express no opinion as to the tax status of the Condominium as such, nor does this opinion address the tax consequences which result from ownership of a Unit in connection with a Unit Owner's trade or business or for the production of income, other than those explicitly stated herein; nor do I express any opinion as to transfer, gift or estate taxes.

The opinions expressed herein with respect to tax matters are based on my interpretation of existing tax laws, the applicable regulations and rules of the Treasury Department and court decisions construing such rules and regulations. Although I believe my opinions herein stated are well founded, they are not intended, and should not be construed, as warranties. No assurances can be given that the Internal Revenue Service or state and local tax authorities will accept any or all of the views herein stated or that the tax law upon which I based my opinions will not change. In no event will the Sponsor, myself, or any other person be liable if there are changes in the facts on which I relied in issuing this opinion, or if there are changes in the applicable statutes, regulations, decisional law or rulings on which I relied. I do not undertake to revise or reissue this opinion in the event of any such change.

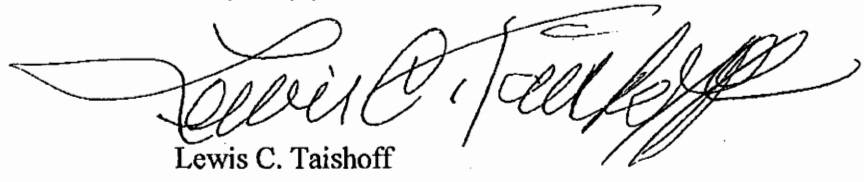
This opinion is limited to federal law of the United States and the law of the State and City of New York. I express no opinion with respect to the law of any other jurisdiction, domestic or foreign.

Finally, I have not independently reviewed the accuracy of any figures, projections, estimates or calculations contained in the Plan and do not represent or warrant the amounts payable or deductible for any period, assuming that any tax deduction is allowed, or the amount of any saving of Federal, State or New York City income taxes, if any, as a result of such deductions.

This opinion may in no event be used by any taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer; this opinion was written to support the promotion or marketing of the transaction(s) or matter(s) addressed by this opinion; and the taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

I hereby consent to the incorporation of this letter in the Plan, in its entirety, without alteration of any kind.

Very truly yours,



Lewis C. Taishoff

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REAL ESTATE TAX PROJECTION OPINION

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* ALSO ADMITTED IN CT & NJ

September 22, 2014

32 Prince St. Equities LLC
c/o Time Equities Inc.
55 Fifth Avenue
New York, NY 10013

RE: 32 Prince Street
Block 494, Lot 21
Borough of Manhattan
City of New York

Dear Sir or Madam:

This letter is in response to your request for an opinion and projection of the estimated real estate tax assessments and taxes upon the completion of construction and creation of a condominium.

You have requested our opinion concerning the real property tax assessment to be levied upon the captioned premises as well as the taxes for the budget year for the first year of condominium operation which you have advised us will be the period January 1, 2017 through December 31, 2017 as well as the first post construction tax year which will be the period July 1, 2017 through June 30, 2018. You have advised us that the project will consist of the alteration of the existing landmark former old St. Patrick's Convent and School. A portion of the building will be occupied by the church as community facility space. The balance of the building will be converted into a residential condominium with seven (7) residential units. You have advised us the construction will commence in October of 2014 and you expect construction to be completed by October of 2016. This opinion estimates the taxes only for the residential units.

In order to prepare this letter and the opinion set forth herein, you have supplied us with certain information upon which we have relied. This information includes your purchase prices and your estimated construction costs. You have also supplied us with a square footage analysis of the project and a copy of the architectural drawings prepared by Marvel Architects describing the proposed structure. We have also examined publicly available web sites maintained by the NYC Department of Buildings and Department of Finance.

We have also considered the recent tax assessment history of the property, the cost of the new project, the potential income for the new structure (if operated as a rental), comparable

properties in the Borough of Manhattan which have been newly constructed or undergone renovation as well as market conditions in the general area.

In predicting the future assessed value, we have given consideration to the following factors:

1. The current claimed standard of assessment used by the Real Property Division of the New York City Department of Finance is to assess at 45% of value.

2. The estimate of the cost of the construction will be a factor.

3. The potential capitalized net income of the property if operated as a rental.

4. Tax Assessments of comparable properties.

Real Estate Tax Assessments in New York City are made on a fiscal year basis running from July 1 of any one year to the next succeeding June 30. The status of the building on January 5 of any one year is the basis of the assessment for the fiscal year beginning that July 1. The final assessment roll containing the final 2014/2015 assessed values was published on May 27, 2014 and showed the following values for a fully exempt building:

Block/Lot	Actual Assessed Value	Transition Assessed Value	Tax Class
494/21	$1,651,660	$1,472,776	4

Real Property Tax Law Section 581 provides that cooperative and condominium apartments shall be assessed for tax purposes as if the building was a comparable rental property. Thus, the Department of Finance is prohibited from utilizing the sales prices of the individual condominium units in determining the assessed valuation. Therefore the prices that you set in your offering plan and any subsequent sales or resales are not relevant in determining the assessed value of the property or of the individual condominium units. Upon conversion to a condominium and after an application is submitted by you, the New York City Department of Finance shall assign individual tax lot numbers to each of the condominium units. The condominium units will be designated as tax class 2C property and will pay on the class 2 tax rate. The 2014/2015 class 2 residential tax rate has been set at $12.855 for each $100 of assessed valuation.

Tax Class 2C is a protected residential tax class covering predominantly residential condominium buildings where there are ten or fewer residential units and which limits the

increases in assessed value that may be imposed on the residential and nonresidential condominium units. Pursuant to Real Property Tax Law Section 1805, the assessor shall not increase the assessment of any parcel in this tax class in any one year, as measured from the actual assessment on the previous year's assessment roll, by more than eight percent (8%) and shall not increase such assessment by more than thirty percent (30%) in any five-year period. Increases due to physical improvements (such as the construction of your building) are added in full to the next year's assessment and are not subject to the 8% and 30% limitations. Therefore, the increase in the assessed value which we forecast below for the 2016/2017 and 2017/2018 tax year due to the construction will not be subject to the 8% and 30% limitations.

On January 30, 2013, Governor Cuomo signed legislation extending property tax abatements for homeowners in New York City cooperatives and condominiums through June 30, 2015. The law makes additional changes from the prior law which may eliminate such abatement benefits for units which are not the primary residence of the owner. The law further limits the benefits to a maximum of three units in the building, one of which must be the primary residence of the owner. Therefore, since the current law will expire before the initial budget year, in predicting the taxes on this building we have not given any consideration to this tax benefit. Purchasing residential unit owners should be aware that if the law is renewed, there may be strict time and application deadlines for eligibility which are likely to be in effect.

We caution you that it is possible that there will not be an official apportionment of the assessment for the tax liability among the units until such time as an official apportionment of the assessed value is made and becomes effective. You should explain in your offering plan how taxes are to be allocated among unit owners prior to the apportionment of the tax lots which may be substantially different than the numbers set forth herein.

Predicated upon the foregoing, it is our opinion that for the total actual assessed value of the property will be $3,000,000 for the 2016/2017 tax year and will be $4,200,000 for the 2017/2018 tax year and we have utilized those numbers in estimating the real estate taxes for the initial budget year and the first post construction tax year. We caution you that we have found that the assessment practices of the New York City Department of Finance are notoriously inconsistent in assessing properties during the course of construction and it is likely that there may be a substantial derivation in the assessed value for the 2016/2017 tax year.

We have been advised that in determining the assessed values for the individual units, the current procedures of the New York City Department of Finance calls for the locking-in of the common interest (elements) percentages (Unit Allocation Factor or UAF) extracted from the condominium declaration filed with the Department of Finance, Survey office and registered at the City Register.

Therefore assuming the class 2 tax rate increases to $13.50 for each $100 of assessed valuation we make the following projections of the real estate taxes for the budget year January 1, 2017 through December 31, 2017 and the first post construction tax year:

January 1, 2017 through June 30, 2017 (6 Months of 2016/2017 Tax Year)

Unit	Assessed Value	Tax Rate	Tax (6 Months)
Residential	$3,000,000	13.5%	$202,500

July 1, 2017 through December 31, 2017 (6 Months of 2017/2018 Tax Year)

Unit	Assessed Value	Tax Rate	Tax (6 Months)
Residential	$4,200,000	13.5%	$283,500

Estimated Initial Budget Year Residential Real Estate Tax	$486,000
Estimated Post Construction Residential Real Estate Tax	$567,000

Our firm has an extensive practice in real estate tax review matters and in 421-a and J-51 tax exemption/ tax abatement applications, and we currently represent the owners of approximately 2,500 buildings in the City of New York, and file applications for correction of the tax assessments and tax exemptions/tax abatements on these properties. This firm and its predecessors have been engaged in such practice for a period in excess of 60 years. Additionally, the writer is the chairman of the Law Committee of the Associated Builders and Owners of Greater New York, a director of both the New York State Builders Association and the Associated Builders and Owners of Greater New York, a past member of the Tax Certiorari and Condemnation Committee of the Bar Association of the City of New York, and is a director and former President of the Real Estate Tax Review Bar Association, a specialized Bar dealing with real estate tax assessment matters.

Based upon our previous experience with such proceedings, we have issued the within letter with the estimates and caveats contained therein with the specific understanding that our opinion is not a guarantee that the taxes will be exactly as estimated. In no event will we, as Sponsor's real estate tax counsel, be liable if there are changes in the facts on which we have relied in issuing this opinion, or if there are changes in the applicable statutes, rules and regulations of the City of New York, decisional laws or administrative agency rulings,

interpretations and policies on which we have relied which cause this opinion to be inaccurate. Interested parties should be aware that the estimate of the initial real estate tax assessment and taxes cover a period far into the future. Neither we nor any person can guarantee what the real estate taxes will be at any future date. As stated above, changes in law or policies of government agencies may radically change the opinions expressed herein.

The opinion expressed herein is that of the undersigned, and does not purport to express the opinion of the New York City Department of Finance or any city or government agency. That Department's opinions may result in substantially different total taxes for the initial budget year as well as for tax years 2016/2017 and 2017/2018 than set forth herein. We consent to the inclusion of this letter in the offering plan.

Very truly yours,

TUCHMAN, KORNGOLD, WEISS, LIEBMAN & GELLES, LLP.

By: Paul J. Korngold

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FORM W-8
(CERTIFICATION OF FOREIGN STATUS)

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Form **W-8BEN**

(Rev. February 2014)

Department of the Treasury
Internal Revenue Service

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)

▶ **For use by individuals. Entities must use Form W-8BEN-E.**
▶ **Information about Form W-8BEN and its separate instructions is at *www.irs.gov/formw8ben*.**
▶ **Give this form to the withholding agent or payer. Do not send to the IRS.**

OMB No. 1545-1621

Do NOT use this form if:	**Instead, use Form:**
• You are NOT an individual	W-8BEN-E
• You are a U.S. citizen or other U.S. person, including a resident alien individual	W-9
• You are a beneficial owner claiming that income is effectively connected with the conduct of trade or business within the U.S. (other than personal services)	W-8ECI
• You are a beneficial owner who is receiving compensation for personal services performed in the United States	8233 or W-4
• A person acting as an intermediary	W-8IMY

Part I Identification of Beneficial Owner (see instructions)

1	Name of individual who is the beneficial owner	2 Country of citizenship
3	Permanent residence address (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address.**	
	City or town, state or province. Include postal code where appropriate.	Country
4	Mailing address (if different from above)	
	City or town, state or province. Include postal code where appropriate.	Country
5	U.S. taxpayer identification number (SSN or ITIN), if required (see instructions)	6 Foreign tax identifying number (see instructions)
7	Reference number(s) (see instructions)	8 Date of birth (MM-DD-YYYY) (see instructions)

Part II Claim of Tax Treaty Benefits (for chapter 3 purposes only) (see instructions)

9 I certify that the beneficial owner is a resident of _____ within the meaning of the income tax treaty between the United States and that country.

10 **Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article _____ of the treaty identified on line 9 above to claim a _____ % rate of withholding on (specify type of income): _____

_____

Explain the reasons the beneficial owner meets the terms of the treaty article: _____

_____

Part III Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the individual that is the beneficial owner (or am authorized to sign for the individual that is the beneficial owner) of all the income to which this form relates or am using this form to document myself as an individual that is an owner or account holder of a foreign financial institution,
- The person named on line 1 of this form is not a U.S. person,
- The income to which this form relates is:

  (a) not effectively connected with the conduct of a trade or business in the United States,

  (b) effectively connected but is not subject to tax under an applicable income tax treaty, or

  (c) the partner's share of a partnership's effectively connected income,
- The person named on line 1 of this form is a resident of the treaty country listed on line 9 of the form (if any) within the meaning of the income tax treaty between the United States and that country, and
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

  Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner. **I agree that I will submit a new form within 30 days if any certification made on this form becomes incorrect.**

Sign Here ▶ _____ _____

Signature of beneficial owner (or individual authorized to sign for beneficial owner) — Date (MM-DD-YYYY)

_____ _____

Print name of signer — Capacity in which acting (if form is not signed by beneficial owner)

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FORM W-9
(REQUEST FOR TAXPAYER IDENTIFICATION NUMBER)

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Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

Employer identification number
__ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

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ESCROW AGREEMENT

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ESCROW AGREEMENT FOR OFFERING PLAN

AGREEMENT made as of the filing date of the Offering Plan (defined below), between 34 Prince Equities LLC ("SPONSOR") as SPONSOR of the Offering Plan and Brody, Schwartzman, Feinberg & Cohan PLLC ("ESCROW AGENT") as escrow agent.

WHEREAS, SPONSOR is Sponsor of an offering plan for premises known as and located at 50 West Street, New York, New York 10012 ("Offering Plan"); and

WHEREAS, Brody, Schwartzman, Feinberg & Cohan PLLC is authorized to act as an escrow agent hereunder in accordance with General Business Law ("GBL") Sections 352-e(2-b) and 352-h and the Attorney General's regulations promulgated thereunder; and

WHEREAS, SPONSOR desires that ESCROW AGENT act as escrow agent for deposits and payments by purchasers or subscribers, pursuant to the terms of this Agreement and the Offering Plan.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and other good and valuable consideration, the parties hereby agree as follows:

1. ESTABLISHMENT OF THE ESCROW ACCOUNT.

1.1 ESCROW AGENT will establish a master escrow account for the purpose of holding deposits, down-payments, advances or payments ("Deposits") made by purchasers or subscribers ("Purchasers") pursuant to the Offering Plan at a commercial or savings bank having a branch located in New York City entitled Brody, Schwartzman, Feinberg & Cohan PLLC ("Master Escrow Account").

1.2 All Deposits will be placed initially in a non-interest bearing checking portion of the Master Escrow Account. If ESCROW AGENT receives a completed and signed Form W-9 (Request for Taxpayer Identification Number) or Form W-8 (Certificate of Foreign Status), as applicable, from a Purchaser at the time the Deposit is delivered to ESCROW AGENT, the Deposit of such Purchaser will be promptly transferred from the non-interest bearing checking portion of the Master Escrow Account into an individual interest bearing sub-escrow account in the name of such Purchaser. At such time as the Deposit is released, the Deposit will be transferred from the individual sub-escrow savings account to the non-interest bearing checking portion of the Master Escrow Account so that checks may be drawn thereon.

1.3 Partners in, or attorneys employed by, ESCROW AGENT are the sole signatories on the Master Escrow Account.

1.4 The Master Escrow Account is not an IOLA account established pursuant to Judiciary Law Section 497.

1.5 All interest will be credited to Purchaser at such time as: (i) there is a closing under the Contract of Sale (defined below), or (ii) Purchaser is entitled to a return of the Deposit. All interest will be credited to SPONSOR only in the event there is a "consummation of the Offering Plan" (as such term is defined in the Attorney General's regulations) and Purchaser defaults.

2. DEPOSITS INTO THE ESCROW ACCOUNT.

2.1 All funds received from Purchasers prior to closing, whether in the form of checks, drafts, money orders, wire transfers, or other instruments which identify the payor, shall be deposited into the Master Escrow Account. All instruments to be deposited into the Master Escrow Account shall be made payable directly to the order of "Brody, Schwartzman, Feinberg & Cohan PLLC, as Escrow Agent." Endorsed instruments will not be accepted. Any instrument payable other than as required hereby, and which cannot be deposited into the Master Escrow Account, shall be returned to the Purchaser promptly, but in no event more than five (5) business days following receipt of such instrument by ESCROW AGENT. In the event of such return of funds, the instrument shall be deemed not to have been delivered to ESCROW AGENT pursuant to the terms of this Agreement.

2.2 Within ten (10) business days after tender of the Deposit submitted with the purchase agreement or subscription agreement ("Contract of Sale"), ESCROW AGENT shall notify the Purchaser of the deposit of such funds in the Master Escrow Account, provide the account number, and disclose the initial interest rate. If the Purchaser does not receive notification of such deposit within fifteen (15) business days after tender of the Deposit, the Purchaser may cancel the Contract of Sale and rescind within ninety (90) days after tender of the Deposit, or may apply to the Attorney General for relief. Rescission may not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely deposited in accordance with the Attorney General's regulations and requisite notice was timely mailed to the Purchaser.

3. RELEASE OF FUNDS.

3.1 ESCROW AGENT shall not release the Deposit of a defaulting Purchaser until after consummation of the Offering Plan. Consummation of the Offering Plan shall not relieve SPONSOR of its fiduciary obligations pursuant to GBL Section 352-h.

3.2 ESCROW AGENT shall continue to hold the Deposit in escrow until otherwise directed in (a) a writing signed by both SPONSOR and Purchaser or (b) a determination of the Attorney General or (c) a judgment or order of a court of competent jurisdiction or until released pursuant to the regulations of the Attorney General pertaining to release of escrowed funds.

3.3 SPONSOR shall not object and will be deemed to have agreed, without the need for a written agreement, to the release of the Deposit to: (a) a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Offering Plan or an amendment to the Offering Plan, or (b) all Purchasers after an amendment abandoning the Offering Plan is accepted for filing by the Department of Law.

3.4 In the event SPONSOR and a Purchaser close title under the Contract of Sale, ESCROW AGENT shall be entitled to release the Deposit to SPONSOR without the need for a written agreement from Purchaser.

3.5 Except as otherwise set forth above, if there is no written agreement between the parties to release the Deposit, ESCROW AGENT shall not pay the funds to SPONSOR until ESCROW AGENT has given the Purchaser written notice of not fewer than ten (10) business days. Thereafter, the Deposit may be paid to SPONSOR unless the Purchaser

has made application to the Department of Law pursuant to the dispute resolution provisions contained in the Attorney General's regulations and ESCROW AGENT has received notice from the Purchaser in accordance with such provisions.

4. RECORDKEEPING.

4.1 ESCROW AGENT shall maintain all records concerning the Master Escrow Account for seven (7) years after release of the funds.

4.2 Upon the dissolution of ESCROW AGENT, the former partners of the firm shall make appropriate arrangements for the maintenance of these records by one of the partners or members of the firm or by the successor firm and shall notify the Department of Law of such transfer.

4.3 ESCROW AGENT shall make available to the Attorney General, upon request, all books and records of ESCROW AGENT relating to the funds deposited and disbursed hereunder.

5. GENERAL OBLIGATIONS OF ESCROW AGENT.

5.1 ESCROW AGENT shall maintain the Master Escrow Account under its direct supervision and control.

5.2 A fiduciary relationship shall exist between ESCROW AGENT and Purchasers, and ESCROW AGENT acknowledges its fiduciary obligations.

5.3 ESCROW AGENT shall not be liable to SPONSOR for any error in judgment, mistake of fact or law or for any act or omission on ESCROW AGENT'S part, including, without limitation, any act or omission which permits a Purchaser to rescind a Contract of Sale, unless taken or suffered in bad faith or in willful disregard of this Agreement or involving gross negligence on the part of ESCROW AGENT.

5.4 ESCROW AGENT shall be permitted to act as counsel for SPONSOR and/or Selling Agent in any matter, including as counsel for SPONSOR in any dispute as to the disbursement of the Deposit or any other dispute between SPONSOR and a Purchaser whether or not ESCROW AGENT is in possession of the Deposit and continues to act as ESCROW AGENT.

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

5.6 ESCROW AGENT may consult with legal counsel selected by it and the opinion of such counsel shall be full and complete authorization and protection to ESCROW AGENT in respect of any action taken or omitted in good faith by ESCROW AGENT hereunder in accordance with the opinion of such counsel.

5.7 The provisions of paragraphs 5.5 and 5.6 shall apply only to SPONSOR and nothing contained therein shall be in derogation of the rights of a purchaser under Article 23-A of the General Business Law.

6. RESPONSIBILITIES OF SPONSOR.

6.1 SPONSOR agrees that SPONSOR and its agents, including any selling agents, shall deliver all Deposits received by them prior to closing of an individual transaction to a designated attorney who is a partner of or attorney or legal assistant employed or contracted by ESCROW AGENT within two (2) business days of tender of the Deposit by a Purchaser, using such transmittal forms as required by ESCROW AGENT from time to time.

6.2 SPONSOR agrees that it shall not interfere with ESCROW AGENT'S performance of its fiduciary duties and compliance with the Attorney General's regulations.

6.3 SPONSOR shall obtain or cause the selling agent under the Offering Plan to obtain a completed and signed W-9 Form or W-8 Form, as applicable, from each Purchaser and deliver such form to ESCROW AGENT together with the Deposit and Contract of Sale.

7. TERMINATION OF AGREEMENT.

7.1 This Agreement shall remain in effect unless and until it is cancelled by either:

(a) Written notice given by SPONSOR to ESCROW AGENT of cancellation of designation of ESCROW AGENT to act in said capacity, which cancellation shall take effect only upon the filing of an amendment to the Offering Plan with the Department of Law providing for a successor escrow agent; or

(b) The resignation of ESCROW AGENT upon giving notice to SPONSOR of its desire to so resign. Such resignation shall take effect on the date set forth in the notice from ESCROW AGENT, except such resignation shall take effect only upon the filing of an amendment to the Offering Plan with the Department of Law providing for a successor escrow agent with respect to Deposits held in the Master Escrow Account on the date of such resignation; or

(c) All units offered by SPONSOR pursuant to the Offering Plan have been sold and no Deposits of Purchasers from SPONSOR remain in the Master Escrow Account.

7.2 Upon termination of the duties of ESCROW AGENT as described in paragraph 7.1 (a) or (b) above, ESCROW AGENT shall deliver any and all funds held by ESCROW AGENT in escrow and any and all contracts or documents maintained by ESCROW AGENT relating to such funds to the new escrow agent.

8. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon SPONSOR and ESCROW AGENT and their respective successors and assigns.

9. GOVERNING LAW.

This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

10. ESCROW AGENT'S COMPENSATION.

SPONSOR agrees to pay ESCROW AGENT for services rendered by its attorneys and paralegals and expenses incurred by ESCROW AGENT in connection with this Agreement, including, without limitation, disputes arising with respect to the Deposit. SPONSOR shall not be charged with any administrative costs for maintenance of the Master Escrow Account. ESCROW AGENT'S fees and disbursements shall neither be paid by SPONSOR from the Deposit nor deducted from the Deposit by any financial institution under any circumstance.

11. SEVERABILITY.

If any provision of this Agreement or the application thereof to any person or circumstance is determined to be invalid or unenforceable, the remaining provisions of this Agreement or the application of such provision to other persons or to other circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

12. INDEMNIFICATION

SPONSOR agrees to defend, indemnify and hold ESCROW AGENT harmless from and against all costs, claims, expenses and damages brought by third-parties, including purchasers, incurred in connection with or arising out of this Agreement or the performance or non-performance of ESCROW AGENT'S duties under this Agreement, except with respect to actions or omissions taken or suffered by ESCROW AGENT in bad faith or in willful disregard of this Agreement or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, 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.

13. ALTERNATE SECURITY

In the event SPONSOR is authorized by the Department of Law to post a Letter of Credit or Surety Bond as alternate security to secure all or a portion of the Deposits, ESCROW AGENT agrees to be the beneficiary of the Letter of Credit or Surety Bond and to act as fiduciary with respect to such Letter of Credit or Surety Bond for the benefit of Purchasers under the Offering Plan whose Deposits were released from escrow in accordance with the "Escrow and Trust Fund" section of the Offering Plan or an amendment to the Offering Plan.

14. ENTIRE AGREEMENT.

This Agreement, read together with GBL Sections 352-e(2-b) and 352-h and the Attorney General's regulations, constitutes the entire agreement between the parties with respect to the subject matter hereof.

* * * * *

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

ESCROW AGENT:

Brody, Schwartzman, Feinberg & Cohan PLLC

By: _____
Name:
Title:

SPONSOR:

34 Prince Equities LLC

By: _____
Name:
Title: Authorized Signatory

CERTIFICATION OF SPONSOR AND PRINCIPALS

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CERTIFICATION OF SPONSOR AND SPONOR'S PRINCIPALS PURSUANT TO PART 23 OF THE REGULATIONS ISSUED BY THE ATTORNEY GENERAL PURSUANT TO GENERAL BUSINESS LAW, ARTICLE 23-A, AS AMENDED

As of October 21, 2014

New York State Department of Law
Real Estate Financing Bureau
120 Broadway, 23rd Floor
New York, NY 10271
Attention: Investment Protection Bureau

Re: 32-34 Prince Street/235 Mott Street
New York, New York 10012

We are the Sponsor and the Principals of Sponsor of the condominium offering plan for the captioned property.

We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Department of Law in Part 23 and such other laws and regulations as may be applicable.

We have read the entire offering plan. We have investigated the facts set forth in the offering plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the offering plan does, and that documents submitted hereafter by us which amend or supplement the offering plan will:

(i) set forth the detailed terms of the transaction and be complete, current and accurate;
(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;
(iii) not omit any material fact;
(iv) not contain any untrue statement of a material fact;
(v) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;
(vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;
(vii) not contain any representation or statement which is false, where I/we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth, or (d) did not have knowledge concerning the representations or statements made.

This Certification is made under the penalty of perjury for 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.

34 PRINCE EQUITIES LLC
BY: TIME EQUITIES, INC.
CO-MANAGER

By:_____
Francis Greenburger, Chairman

BY: HAMLIN VENTURES LLC

By:_____
Abby Hamlin, President

Sworn to before me this 21st day of October, 2014.

_____
Notary Public
CLARA M. DIAZ
Notary Public, State Of New York
No. 48-79268
Qualified in New York County
Commission Expires January 5, 2015

Sworn to before me this 21st day of October, 2014

_____
Notary Public
CLARA M. DIAZ
Notary Public, State Of New York
No. 48-79268
Qualified in New York County
Commission Expires January 5, 2015

This Certification is made under the penalty of perjury for 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.

34 PRINCE EQUITIES LLC
BY: TIME EQUITIES, INC.
CO-MANAGER

By:_____
Francis Greenburger, Chairman

BY: HAMLIN VENTURES LLC
CO-MANAGER

By: Abby Hamlin
Abby Hamlin, President

Sworn to before me this 21st day of October, 2014.

_____
Notary Public CLARA M. DIAZ
Notary Public, State Of New York
No. 48-79268
Qualified in New York County
Commission Expires January 5, 20 15

Sworn to before me this day of October, 2014

_____
Notary Public

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CERTIFICATION OF ARCHITECT

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CERTIFICATION BY ARCHITECT
PURSUANT TO PART 20, SECTION 20.4(c) OF TITLE 13 NYCRR

TO: New York State Department of Law
Real Estate Finance Bureau

FROM: K Square Designs, Architecture PC

RE: **"Property"**: **34 Prince Street Condominium**
235 Mott Street (AKA 32 Prince Street) New York, New York

"Sponsor": **34 Prince Equities LLC**

"Offering Plan": The Condominium Offering Plan for the captioned Property

Date: August 20, 2015

The Sponsor of the Offering Plan to convert the captioned Property to condominium ownership retained our firm to prepare a report describing the construction and/or renovation of the Property (the "**Report**"). We visually inspected portions of the Property on April 8, April 30, May 15, August 6, October 8, 2014, and August 18, 2015, and reviewed plans delineating the prospective renovation of the Building by Marvel Architects, mechanical engineering plans by Cosentini Associates, and structural engineering plans by Robert Silman Associates, all dated September 15, 2014. We prepared the Report dated August 20, 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 a registered architect 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 the renovation, provided that renovation is in accordance with the plans and specifications that we examined; and/or physical condition of the Property as it will exist upon completion of the renovation, provided that renovation is in accordance with the plans and specifications we examined;

(ii) in our professional opinion, afford potential investors, purchaser and participants an adequate basis upon which to found their judgment concerning the description and/or physical condition of the Property as it will exist upon completion of the renovation, provided that renovation is in accordance with the plans and specifications that we examined;

(iii) does not omit any material fact;

(iv) does not contain any untrue statement of a material fact;

(v) does not contain any fraud, deception, concealment or suppression;

(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances; and

(vii) does not contain any representation or statement which is false, where we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representations or statement made.

We further certify that we are not owned or controlled by and have no beneficial interest in the Sponsor and that our compensation for preparing this Report is not contingent on the conversion of the Property to a condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the Property.

K SQUARE DESIGNS, ARCHITECTURE PC

By: _____
Marc Kemeny, R.A.

Sworn to before me this

20th day of August, 2015

_____
Notary Public

DANIEL A. SCHWARTZMAN
Notary Public, State of New York
No. 02SC4794075
Qualified in New York County
Commission Expires December 31, 2017

CERTIFICATION OF BUDGET EXPERT

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PENMARK

PART 20: CERTIFICATION BY EXPERT AS TO
ADEQUACY OF CONDOMINIUM BUDGET

November 18, 2014

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

Re: Condominium Offering Plan
34 Prince Street Condominium
34 Prince Street
New York, New York 10012

The sponsor of the condominium offering plan for the captioned property retained our firm to prepare Schedule B containing projections of income and expenses for the first year of condominium operation. Penmark Management LLC has been engaged in the management of residential real estate for over 5 years, manages approximately 85 cooperative and condominium buildings and is licensed as a real estate broker in the State of New York.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to the Schedules.

We have reviewed the Schedules and investigated the facts set forth in the Schedules and the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential buildings.

We certify that the projections in the Schedules appear reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses for the projected first year of condominium operation.

We certify that the Schedules:

(i) set forth in detail the projected income and expenses for the first year of condominium operation;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operation;

(iii) do not omit any material fact;

(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;

HALSTEAD
PENMARK

(vii) do not contain any representation or statement which is false, where we:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by the sponsor. We understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the income or expenses for the first year of condominium operation. This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made.

We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Penmark Management LLC

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

Sworn to before me this
18th day of November, 2014

_____
Notary Public

LYNA M. SANDAU
NOTARY PUBLIC, STATE OF NEW YORK
NO. 486263
CERTIFICATE FILED IN NEW YORK COUNTY
COMMISSION EXPIRES SEPTEMBER 11, 2014

CERTIFICATION OF BUDGET EXPERT
AS TO ADEQUACY OF COMMON CHARGES
PAYABLE BY THE NON-RESIDENTIAL UNIT OWNER

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PART 20: CERTIFICATION BY EXPERT CONCERNING ADEQUACY OF
COMMON CHARGES PAYABLE BY THE COMMUNITY FACILITY UNIT

November 18, 2014

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

Re: Condominium Offering Plan
34 Prince Street Condominium
34 Prince Street
New York, New York 10012

The sponsor of the condominium offering plan for the captioned property retained our firm to prepare Schedule B which includes projections of common charges payable by the owner of the community facility unit. Penmark Management LLC has been engaged in the management of residential real estate for over 5 years, manages approximately 85 cooperative and condominium buildings and is licensed as a real estate broker in the State of New York.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to the community facility unit listed in Schedule B.

We have reviewed Schedule B as it impacts upon the community facility unit and investigated the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential buildings.

We certify that the projections in Schedule B for the common charges payable by the owner of the community facility unit appear reasonable and adequate under existing circumstances to meet the anticipated operating expenses fairly attributable to such community facility unit for the projected first year of condominium operation, and that the allocation of common charges attributable to the community facility unit also reflects special or exclusive use or availability or exclusive control of particular common areas.

We certify that the estimates in Schedule B for the common charges payable by the owner of the community facility unit:

(i) sets forth in detail the projected common charges for the community facility unit for the first year of condominium operation;

(ii) affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the common charges payable by the owner of the community facility unit;

(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 community facility unit for the first year of condominium operation.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Penmark Management LLC

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

Sworn to before me this
18th day of November, 2014

LYNA M. SANDAU
NOTARY PUBLIC, STATE OF NEW YORK
NO. 486263
CERTIFICATE FILED IN NEW YORK COUNTY
COMMISSION EXPIRES SEPTEMBER 11, 2014

Notary Public

REAL PROPERTY LAW SECTION 339-kk

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NEW YORK REAL PROPERTY LAW § 339-kk

§ 339-kk. Rents.

(a) For the purposes of this section, "non-occupying owner" shall mean a unit owner in a condominium association who does not occupy the dwelling unit.

(b) If a non-occupying owner rents any dwelling unit to a rental tenant and then fails to make payments due for Common Charges, assessments or late fees for such unit within sixty days of the expiration of any grace period after they are due, upon notice in accordance with subdivision (c) of this section, all rental payments from the tenant shall be directly payable to the condominium association.

(c) If the Common Charges, assessments or late fees due for any unit have not been paid in full, within sixty days after the expiration of any grace period of the earliest due date, the board of managers shall provide written notice to the tenant and the non-occupying owner providing that, commencing immediately and until such time as all payments for Common Charges, assessments or late fees are made current, all rental payments due subsequent to the issuance of such notice are to be made payable to the condominium association at the address listed on the notice. Where a majority of the board of managers have been elected by and from among the unit owners who are in occupancy, the board may elect not to require that rental payments be made payable to the condominium association. At such time as payments for Common Charges, assessments and late fees from the non-occupying owner are once again current, notice of such fact shall be given within three business days to the rental tenant and non-occupying owner. Thereafter all rental payments shall be made payable to the non-occupying owner or a designated agent. A non-occupying owner who disputes the association's claim to rental payments pursuant to this section shall be entitled to present facts supporting such owner's position at the next scheduled meeting of the board of managers, which must be held within thirty days of the date that such board receives notice that such owner seeks to dispute such claim.

(d) Nothing in this section shall limit any rights of unit owners or of the board of managers existing under any other law or agreement.

(e) Payment by a rental tenant to the condominium association made in connection with this section shall relieve that rental tenant from the obligation to pay such rent to the non-occupying owner and shall be an absolute defense in any non-payment proceeding commenced by such non-occupying owner against such tenant for such rent.

§HISTORY: Add, L 1998, ch 422, § 3, eff July 22, 1998 (see 1998 note below).

EDITOR'S NOTES:

Laws 1998, ch 422, §§ 4, 5, eff July 22, 1998, provide as follows:

§ 4. This act may be enforced by any party by means of a special proceeding brought pursuant to article 4 of the civil practice law and rules.

§5. This act shall take effect immediately, and is applicable to all cooperative corporations and condominiums in existence on or after such date.