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

CONDOMINIUM OFFERING PLAN

57-63 GREENE STREET CONDOMINIUM
57-63 GREENE STREET
NEW YORK, NEW YORK 10012

	Price to Tenant Purchasers*	Price to Non-Tenant Purchasers
Purchase Price (23 Loft Units)**	$92,655,000	$92,655,000
4 Storage Bin Licenses	$220,000	$220,000
Reserve Fund	$ 2,779,650***	$ 2,779,650***
Net Purchase Price	$90,095,350	$90,095,350

* See the Section entitled "Rights of Existing Tenants" for a discussion of the rights of bona fide tenants to buy their own Loft Units during the first 90 days of this offering.

** The Condominium includes a Commercial Unit which has been sold. See the Section of the Plan entitled "Commercial Unit".

*** This is an estimate of the minimum amount of the Reserve Fund required under the terms of a law enacted by the New York City Council without deduction for credit allowed to Sponsor. The actual amount cannot now be determined. The Reserve Fund may be reduced by a credit allowed to Sponsor. See the Section entitled "Reserve Fund."

SPONSOR

Greene Mercer Holdings LLC
11 East 44th Street, Suite 1000
New York, New York 10017
(212) 849-9200

SELLING AGENT

Stribling Marketing Associates, LLC
924 Madison Avenue
New York, New York 10021
(212) 570-2440

Filing Date of this Offering Plan: February 2, 2016

This Offering Plan may not be used after February 1, 2017, unless this Offering Plan is extended by amendment.

THIS PLAN CONTAINS SPECIAL RISKS TO PURCHASERS. SEE PAGE 1

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.

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

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PART I

CONDOMINIUM OFFERING PLAN

CONDOMINIUM OFFERING PLAN
57-63 GREENE STREET CONDOMINIUM
57-63 GREENE STREET
NEW YORK, NEW YORK 10012

SPECIAL RISKS

1. 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.

2. At the time a Purchase Agreement is executed, a Purchaser is required to make a deposit in an amount equal to ten (10%) percent of the purchase price (the "Initial Deposit"). An additional ten (10%) percent of the purchase price shall be due and payable on the sixtieth (60th) day after the date of the Purchase Agreement (the "Additional Deposit"), but in any event, no later than the Closing Date. The Initial Deposit and the Additional Deposit are hereinafter collectively referred to as the "Deposit". Any Purchaser, however, who executes a Purchase Agreement after the Presentation Date of the amendment declaring the Plan effective will be required to make a single deposit equal to twenty (20%) percent of the Purchase Price, at the time the Purchase Agreement is executed, in which case such deposit will also be referred to as the "Deposit". If a Purchaser defaults under his Purchase Agreement (a default shall include the failure of Purchaser to pay the Additional Deposit), time being of the essence with regard to the obligations of the Purchaser thereunder, and does not cure such default within 30 days after Sponsor gives written notice to the Purchaser of such default, Sponsor may, at its option, either (i) cancel such Purchase Agreement and retain, as liquidated damages, the Deposit together with interest earned thereon, if any, or (ii) bring an action against such Purchaser for specific performance, in which event Purchaser could be compelled to complete the transaction. Notwithstanding the foregoing, Sponsor shall have no right to specific performance against a Tenant Purchaser who executes a Purchase Agreement to purchase the Unit occupied by it. (See the Section of the Plan entitled "Procedure to Purchase" for further details).

3. Sponsor has no obligation to make any repairs, improvements or decorations in or to the Property, the Building, the Unit or the Facilities, except as may otherwise be set forth in the Plan. (See the Section of the Plan entitled "Rights and Obligations of Sponsor" for further details).

4. If a Purchaser makes a Deposit in excess of $250,000 for the purchase of a Unit, or, if the amount of such Purchaser's deposits at the Bank in which the Deposit is held when added to the Deposit exceeds $250,000, the amount in excess of $250,000 will not be federally insured. Additionally, while the Deposit is in the non-interest bearing position of the Master Escrow Account, the Deposit may not be federally insured even if the Deposit does not exceed $250,000. No representation or guaranty is made by Sponsor that the Federal Deposit Insurance Corporation will insure any depositor's funds, if and when called upon to do so.

5. 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. If a Purchaser fails for any reason to close title to his Unit within 10 days of the originally scheduled date of closing ("Scheduled Closing Date") and Sponsor elects not to cancel the Purchaser's Purchase Agreement as a result of the same, (a) the apportionments to be made at the Closing will be made as of midnight of the day preceding the Scheduled Closing Date, and not as of midnight of the day preceding the actual date of closing ("Actual Closing Date"), and (b) the Purchaser will be required to pay to Sponsor an amount equal to 0.03% of the purchase price of his Unit per day commencing with the Scheduled Closing Date through the Actual Closing Date. (See the Section of the Plan entitled "Procedure to Purchase" for further details).

6. The purchase of a Unit will not be contingent upon Purchaser obtaining a commitment for mortgage financing. Any Purchaser who executes a Purchase Agreement and does not obtain financing may lose the Deposit if unable to pay the balance of the purchase price. Purchasers who need financing to purchase are advised to consult with a bank before executing a Purchase Agreement to

ascertain the likelihood of obtaining financing. No representation is made by the Sponsor as to the availability or cost of such financing. (See the Section of the Plan entitled "Procedure to Purchase").

7. Purchasers should note that in the current real estate market, banks and other lenders may impose various restrictions on loans. Such restrictions include requiring that a certain percentage (such as 70% or more) of the units in a building be sold or under contract to be sold before the lender will consider making a loan. Thus it may be possible for a purchaser to experience difficulty obtaining a loan for a Unit if the percentage of Units purchased is lower than a lender's particular sales minimum. Moreover, some lenders will not provide financing in a building where an investor other than the original Sponsor has an ownership interest of 10% or more. It may also be difficult for a Purchaser to resell a Unit if prospective buyers are unable to obtain a loan due to the same minimum sale requirements and investor ownership restrictions.

Even once a building undergoes conversion, lenders may still impose minimum sales requirements before granting a loan. It then may be difficult for a purchaser to resell an apartment if prospective buyers are unable to obtain a loan due to such minimum sales requirements.

8. Purchasers will be required to pay at the closing of their Units all New York City Real Property Transfer Taxes, New York State Real Estate Transfer Taxes (both of which taxes are Sponsor's statutorily assigned obligations) and New York State Additional Real Estate Transfer Taxes imposed on their purchase (See the Section of the Plan entitled "Closing Costs and Adjustments" for further details).

9. Sponsor will control the Condominium Board until the earlier of: (i) the Closing of Title with Purchasers under the Plan to Loft Units having more than 50% of the aggregate Loft Common Interest appertaining to all Loft Units, or (ii) 5 years after the First Closing ("Initial Control Period"). After the Initial Control Period, Sponsor, as owner of Unsold Units, shall have the right to designate one member of the Condominium Board for so long as Sponsor owns at least 1 Unsold Loft Unit. (See the Section of the Plan entitled "Control By Sponsor" for further details).

10. During the period that Sponsor controls the Condominium Board, Sponsor will have control of maintenance, facilities and services to be provided to Unit Owners and will determine the Common Charges to be paid by all Unit Owners. (See the Section of the Plan entitled "Control By Sponsor" for further details).

11. During the period ending not more than five (5) years after the First Closing, or whenever the Unsold Loft Units constitute less than twenty five percent (25%) of the Common Interest, whichever is sooner, the Condominium Board may not take any of the following actions without Sponsor's prior written consent (notwithstanding the number of votes Sponsor controls): (a) make any addition, alteration or improvement to the Common Elements or to any Unit unless the same are required by Law, or (b) assess any Common Charges or Special Assessments for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund, or (c) increase or decrease the number, or change the kind of, employees initially employed for the Condominium, or (d) enter into any service or maintenance contract for work or otherwise contract for work or services not covered in the First Year's Budget, except as is required to reflect normal annual increases in operating services, or (e) borrow money on behalf of the Condominium or (f) exercise a right of first refusal to lease or purchase a Unit, or (g) increase or decrease or otherwise change the amount or types of insurance coverage from that set forth in the First Year's Budget; provided, however, that Sponsor's written consent is not necessary to perform any function or take any action described in items (a) through (g) above, if, and only if, the performance of such function or the carrying out of such action is necessary and no other alternative is available to enable the Condominium Board to comply with Law or to remedy any notice of violation or perform any work order of the Condominium's insurer or to remedy any matter affecting the health or safety of the occupants of the Building. Sponsor shall not exercise veto power over the expenses described in

Schedule B or expenses required to enable the Condominium Board to comply with Law, or to remedy any notice of violation or perform any work order of the Condominium's insurer or to remedy any matter affecting the health or safety of the occupants of the Building.

12. A Purchaser of a Unit shall be required to make a contribution at the Closing of Title to his Unit to the Working Capital Fund of the Building. Such contribution shall be in an amount equal to two (2) months' Common Charges in effect for such Unit. (See the Section of the Plan entitled "Working Capital Fund and Apportionments" for further details).

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

14. Sponsor anticipates that the First Closing of a Loft Unit will take place on or about April 1, 2016. However, Loft Units will be completed at different times over a period that may extend significantly beyond that date. (See Section entitled "Introduction" for further details). Prospective Purchasers are advised that for a period of no more than three (3) months from the First Closing, some of the services and facilities described in the Plan (such as a finished, completed lobby, a full staff of building personnel, uninterrupted elevator, alarm and intercom service) may not be available. The interim level of staffing will at all times be adequate to maintain the Building during this period. In addition, there are inherent difficulties which can arise while the renovation is ongoing, such as accumulations of dust and debris, the presence of workmen in the common areas of the Building, lapses in security, construction noise during the hours which construction is being performed, typically 8:30 a.m. through 4:30 p.m. Monday through Friday, excluding legal holidays. (See the Section of the Plan entitled "Description of Property and Building Condition" for further details.)

15. No amendment, modification addition, or deletion of the Declaration, By-Laws or any Rules and Regulations (other than those required by Law) shall be effective (a) against Sponsor or its designees or any Unsold Unit unless Sponsor has given its written consent thereto, or (b) to modify the permitted uses of the Commercial Unit or to adversely affect the owner of the Commercial Unit unless the Commercial Unit Owner has given its prior written consent thereto. (See the Section of the Plan entitled "Rights and Obligations of the Condominium Board/Summary of By-Laws" for further details.)

16. All Unit Owners shall severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify each member of the Condominium Board against any liability or claim except those arising out of such member's own bad faith or willful misconduct.

17. At the First Closing, certain apportionments will be made between the Sponsor and the Condominium, as more fully set forth in the Section of the Plan entitled "Working Capital Fund and Apportionments". 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. Such promissory note may be prepaid by the Condominium in full at any time, or in part from time to time, without penalty.

18. Pursuant to existing law and regulation, the Sponsor may declare the Plan effective by entering into Purchase Agreements for the sale of a minimum of 15% of the Loft Units in the Building, but reserves the right to declare the Plan effective at a greater number of Purchase Agreements. Even if the Plan is declared effective with a minimum number of sales, it is possible that the Sponsor may be able to convert the Building with fewer than the minimum number of sales if Purchasers counted towards

effectiveness do not ultimately purchase a Unit. (See the Section of the Plan entitled "Effective Date" for further details).

19. Sponsor reserves the right to sell the Units in one or more bulk sales. Sponsor intends to, in good faith, endeavor to sell the Units, but has reserved the right to rent or lease any Unit prior to closing the sale thereof to the Purchaser thereof or any other party, to cease marketing Units for sale at any time, in Sponsor's sole discretion, or to use or offer the Unsold Units for any lawful purpose. Except where otherwise prohibited by Law, certain Units may be occupied under short term leases. Accordingly, residents of the Condominium may be comprised of both Unit Owners and tenants leasing from Sponsor or other Unit Owners. Accordingly, it is possible that a significant proportion of Unit Owners will not be residents of the Building and that a significant portion of tenants in the Building may not be Unit Owners. As a consequence, a Unit Owner seeking to resell or refinance a Unit may experience difficulty. In addition, residents of the Condominium who are not Unit Owners do not share the same economic interests as Unit Owners in the maintenance and care of the Building's facilities and amenities and owner-occupants and non-resident Unit Owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing (i.e., purchase as a home as opposed to as an investment). The By-Laws do not include a provision that after the Initial Control Period, a majority of the Board must be owner-occupants or members of an owner-occupant's household who are unrelated to Sponsor and its principal. **Because Sponsor is not limiting the conditions under which it will rent rather than sell Units, there is no commitment to sell more than the fifteen percent (15%) necessary to declare the Plan effective and owner-occupants may never gain effective control and management of the Condominium.** (See the Sections of the Plan entitled "Introduction", "Rights and Obligations of Sponsor", and "Condominium Board" for further details.)

20. All determinations of the Condominium Board which affect only the Loft Units and do not materially and adversely affect the use and operation of the Commercial Unit and do not result in any Common Charges or Special Assessments imposed on the Commercial Unit Owner, shall be made by the members of the Condominium Board elected or designated by the Loft Unit Owners. All determinations of the Condominium Board which affect only the Commercial Unit and do not materially and adversely affect the use and operation of the Loft Units and do not result in any Common Charge or Special Assessment imposed on the Loft Unit Owner shall be made by the member of the Condominium Board designated by the Commercial Unit Owner.

21. Any vacancy on the Condominium Board that is caused by the removal, resignation, or death of a member who was designated as such or elected by Sponsor shall be filled by an individual designated by Sponsor. Any vacancy on the Condominium Board that is caused by the removal, resignation or death of a member who was designated as such or elected by the Commercial Unit Owner shall be filled by an individual designated by the Commercial Unit Owner.

22. Sponsor will have no obligation to correct or repair any condition in the Building (including Units and Common Elements), or in or with respect to its installations, apparatuses, fixtures, finishes, materials and appurtenances except as specifically set forth in the Section of the Plan entitled "Rights and Obligations of Sponsor".

23. All funds received by Sponsor for upgrades, custom work or extras will be initially placed in the Master Escrow Account. Purchasers should note that funds deposited into the Master Escrow Account may be released from the Master Escrow Account by Escrow Agent to Sponsor upon Sponsor's notice to Escrow Agent that the funds will be used for payment or reimbursement of the cost of such upgrades, custom work or extras. As a result, in the event a Purchaser is entitled to rescind the Purchase Agreement in accordance with the Plan, the Purchaser will not receive a refund of any funds used for such upgrades, custom work or extras. If the Plan is not consummated, any funds received by Sponsor from a Purchaser for upgrades, custom work or extras will be returned to such Purchaser,

provided Sponsor has not used any such funds for the upgrades, custom work or extras. (See the Section of the Plan entitled "Escrow and Trust Fund Requirements" for further details.)

24. Subject to the rights of the Commercial Unit Owner to the exclusive use of the Commercial Limited Common Elements on the roof over the top floor of the Building, the Sponsor shall have an easement to erect, use, lease, maintain, repair, replace and operate antennae, satellite dishes and other communications equipment, as permitted by applicable Law, on any part of the roof and/or façade of the Building and elsewhere on the Common Elements and to utilize any risers, conduits, piping, cables, ducts and electrical panels and rooms, telephone/cable panels and rooms in connection therewith. Sponsor shall be entitled to utilize such easement for its own account. Nothing shall be deemed to prohibit the Condominium Board from entering into a license or lease agreement for antennae satellite dishes or other communication equipment in any area other than the Commercial Limited Common Elements, the Limited Loft Common Elements and the Loft Common Elements, subject to the terms contained in the Condominium Documents. The Sponsor shall assign such easement right set forth above to the Condominium Board when the Sponsor no longer owns any Units in the Building. Until such time, any revenues received by Sponsor as a result of such easements shall belong to Sponsor only. The Sponsor's easement shall include the right of Sponsor and/or its designees to enter into agreements with one or more providers of communications equipment and services, such as, without limitation, cellular equipment, cable, internet, satellite dish and similar or dissimilar equipment that would permit such providers the right to: (i) install, maintain, repair and replace their equipment on the roof of the Building, (ii) install, maintain, repair, replace and remove wires, conduits, cables, ducts, connective equipment and such other equipment whether similar or dissimilar, in and through the Common Elements, and (iii) use a portion of the Common Elements for equipment. Sponsor and/or its designees shall be entitled to retain any revenues from any such provider. The Condominium Documents do not provide that the aforementioned easements revert to the Condominium or that any revenues generated therefrom revert to the Condominium. Notwithstanding the foregoing, the Sponsor and the Condominium Board shall not erect or install antennae, satellite dishes and other communications equipment on the roof of the Building which is over the top floor of the Building which causes wavelength interference with the existing Verizon equipment for so long as the existing Verizon equipment is located on said roof pursuant the existing lease with Verizon dated December 22, 2003 and any existing lease extensions contained in said existing lease. If Verizon sends written notice to the Commercial Unit Owner that there is wavelength interference with Verizon's existing equipment then the Sponsor will modify, relocate or remove its equipment in order to eliminate any such wavelength interference within the applicable grace period provided for in the existing lease provided that the Commercial Unit Owner immediately sends to the Sponsor or the Condominium Board such written notice. Nothing shall preclude: (i) tenants or occupants from placing antennae, satellite dishes and other communications equipment inside their spaces leased to them at any time; and/or (ii) the Sponsor and the Condominium Board from erecting or installing antennae, satellite dishes and other communications equipment after the expiration or earlier termination of the Verizon lease; and/or (iii) the Sponsor and the Condominium Board from erecting or installing antennae, satellite dishes and other communications equipment on the roof of the Building which is over the top floor of the Building which does not cause wavelength interference with the existing Verizon equipment; and/or (iv) the Sponsor and the Condominium Board from erecting or installing antennae, satellite dishes and other communications equipment elsewhere in the Building. (See the Sections of the Plan entitled "Rights and Obligations of Sponsor" and "Rights and Obligations of the Condominium Board/Summary of By-Laws.

25. In accordance with the terms of this Plan, Sponsor has the right, following the expiration of the Exclusive Purchase Period, to sell the Occupied Loft Units to Non-Occupant Purchasers for investment or resale. Non-Purchasing Tenants who reside in Loft Units subject to government regulation as to continued occupancy prior to conversion of the Building to Condominium ownership shall continue to be subject thereto.

26. Due to age and construction configuration of the Building, it is possible that lead-based paint may be present in a variety of areas throughout the Building. Pursuant to various federal, state or local laws mandating the disclosure of information concerning the presence of lead-based paint in residential housing, Sponsor will distribute to each Purchaser a copy of the EPA pamphlet "Protect Your Family from Lead in Your Home" detailing important lead-based paint information. Under subdivision (6) of Section 23.3(kk), the regulation requires disclosing the existence of applicable federal, state or local laws concerning lead-based paint (see regulatory advice below). Under subdivision (dd) of Section 23.7 of Title 13 NYCRR, a sponsor must disclose any records, reports, violations and any other information known or available to the sponsor or its agents, if any, concerning the presence of lead-based paint and/or lead-based paint hazards. Therefore, Sponsor will make all documents concerning the presence of lead-based paint which it has in its possession, if any, available for inspection at its office during regular business hours via appointment. Finally, Sponsor will comply with all laws and applicable regulations concerning lead-based paint pursuant to the requirements of the New York State Attorney General in Part 23 of Title 13 NYCRR.

Applicable Lead-based Paint Regulations:

Federal:

42 USC 485 2d, 24 CFR Part 35, EP A HUD Final Rule, 40 CFR Part 745

State:

Part 23 of Title 13 NYCRR (subdivision (6) of Section 23.3(kk) and subdivision (dd) of Section 23.7) of the Regulations of the New York State Attorney General.

Local:

NYC Administrative Code Section 27-2056.

27. All Loft Units occupied by tenants in occupancy on the date this Plan is submitted to the Attorney General's office for review are being sold "as is" in the condition in which they exist at the time a Tenant Purchaser signs a Purchase Agreement, subject to ordinary wear and tear, and work to be performed by Sponsor, including, but not limited to, installation of smoke detectors, intercom boxes and radiators, including the electrical service to operate the Units. See the Description of Property and Building Condition contained in Part II of this Plan. The condition and existence of appliances, fixtures and finishes in individual Occupied Units may vary. See Section of the Plan entitled "Rights of Existing Tenants."

28. A Loft Unit Owner must notify the Condominium Board in writing when a child or children under the age of eleven (11) years lives or resides (even temporarily) in the applicable Loft Unit. In such event, each Loft Unit Owner shall have installed at the Loft Unit Owner's expense, the required Window Guards in all windows of the Unit and shall not remove them until permitted to by Law, and in any event, without first notifying the Condominium Board of the intended removal of the Window Guards.

29. The sharing of expenses between the Loft Unit Owners and the Commercial Unit Owner is set forth and explained in the footnotes to Schedule B – First Year's Budget and in Article 6 of the By-Laws. In certain circumstances the sharing of expenses is not based solely on the Unit's percentage of Common Interest, but more accurately reflects the projected fair usage and consumption by the Units of the budgetary item in question. All Common Charges relative to the General Common Elements have been allocated between the Loft Units and the Commercial Unit in accordance with the allocations set forth in the First Year's Budget, and as provided in Section 6.1(E) of the By-Laws. Such Common Charges that are not based upon Percentage of Common Interest are based upon estimated usage of particular services, and/or based upon special or exclusive use or availability or exclusive control of

particular Common Elements by particular Unit Owners. Common Expenses not included in the First Year's Budget and Special Assessments shall be based upon estimated usage of particular services, and/or based upon special or exclusive use or availability or exclusive control of particular Common Elements by particular Unit Owners. The Condominium Board may not modify the allocations set forth in said Schedule B and Section 6.1(E) of the By-Laws without the consent of the Commercial Unit Owner.

30. The Condominium Board will be solely responsible for maintaining casualty and liability insurance with respect to the Building, in accordance with the provisions of the By-Laws. Each Unit Owner will be required to maintain, at and from the Closing of Title to his Unit, casualty insurance with respect to "Unit Specific Property", as such term is defined in the By-Laws, as well as liability insurance with respect to occurrences in or about the Unit. All such policies shall contain waivers of subrogation and further provide that the liability of the carriers issuing the insurance maintained by the Condominium Board shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. A Unit Owner will be required to maintain such insurance with respect to occurrences in any Limited Common Element appurtenant to his Unit. The casualty and liability insurance, each with coverage of no less than $1,000,000, shall include the Condominium as an additional insured. The Unit Owner shall provide the Managing Agent with a certificate of insurance evidencing such coverage at Closing and shall provide the Managing Agent with an updated certificate of insurance each year at least 30 days prior to the expiration of such coverages. The certificate should also include a requirement of at least 30 days' notice of cancellation or material change be given to the Condominium. A Unit Owner shall also require any tenant of its Unit to maintain similar coverages and to provide the Managing Agent a certificate of insurance evidencing such coverage at the time of lease signing and at each anniversary thereafter. The tenant's certificate must include the Unit Owner and the Condominium as additional insureds and the certificate should include a requirement that at least 30 days' notice of cancellation or material change be given to the Condominium and the Unit Owner. It will be the responsibility of the Unit Owner to obtain the documents required from its tenant and to submit them to the Managing Agent and/or the Condominium. (See the Sections of the Plan entitled "Rights and Obligations of Unit Owners" and "Rights and Obligations of the Condominium Board/Summary of By-Laws" for further details.) (See the Sections of the Plan entitled "Rights and Obligations of Unit Owners" and "Rights and Obligations of the Condominium Board/Summary of By-Laws" for further details.)

31. The Building is located in the SoHo-Cast Iron Historic District. No interior or exterior work may be performed on the Building without obtaining the approval of the Landmarks Preservation Commission of the City of New York. No interior work may be performed in the Building without obtaining the approval of the Landmarks Preservation Commission, if such interior work requires the approval of the Department of Buildings. Prospective Purchasers should note that an effect of this may be that repairs to the interior or exterior of the Building may be more expensive and may take longer than if the Building were located elsewhere, and there may be limitations in the style and material of windows to be replaced in any Unit. (See also the Section of the Plan entitled "Sponsor's Statement of Building Condition".)

32. Sponsor is renovating the Units which are not occupied. Please see the Description of Property and Building Condition contained in Part II of the Plan. As the contemplated renovations to the Units which are not occupied are limited to the interior of a Unit, the renovations are not expected to impact residents of the Building. As also indicated in the Description of Property and Building Condition, Sponsor will also be renovating certain common areas of the Building. Workers will be supervised, and attention will be given to limiting any possible disruption in services to residents of the Building. Any resulting debris will be removed from the Building by Sponsor. There will be limited interruption of services including water and electricity related to the construction and advance notice will be given to all occupants as these situations arise. Any work relating to these renovations will be conducted in the applicable Unit on weekdays (not including legal holidays) and between the hours of 8:300 a.m. and 4:30 p.m. Sponsor does not presently anticipate any other work involving construction.

The Description of Property and Building Condition, however, details work which Sponsor has agreed to make to the Property. A Tenant Protection Plan is included in Part II of the Plan. (See the Sections of the Plan entitled "Introduction", "Description of Property and Improvements", "Sponsor's Statement of Building Condition", and "Description of Property and Building Condition" for further details.)

33. Purchasers are advised that flooring used in many of the Renovated Loft Units will be engineered wood flooring. Sponsor makes no representation as to whether or not such floors can be sanded, and if they can be sanded, the number of times sanding is possible. For normal cleaning purposes of engineered wood flooring, a mop, broom or vaccum cleaner is sufficient. If the floor is very dirty, it can be wiped/mopped clean with water (damp, not wet) containing Osmo Wash and Care. The floor should then be dried immediately with a dry cloth in order to avoid wetness penetrating into the joints. A copy of the maintenance instructions for engineered wood flooring used in the Renovated Loft Units is included in Part II of the Plan. Sponsor is not, regarding all types of flooring, responsible for the: (i) wear and tear on the finishing coats of the flooring, (ii) variations in floor level and slight separation between base and floor, (iii) variations in length, width or shades of the flooring, (iv) shrinking or expansion of flooring resulting from humidity levels in the Loft Units, and (v) dents or scratches in flooring.

34. The Building is located in an M1-5A zoning district within the SoHo Cast Iron Historic District.

On May 1, 2008, the New York City Landmarks Preservation Commission ("LPC") issued a report (MOU 08-9484; LPC 07-5655), as subsequently amended in 2009 regarding unit 402, to the City Planning Commission ("CPC") in support of an application for a special permit (C090100 ZSM) (the "2009 Special Permit") pursuant to Section 74-711 of the Zoning Resolution of the City of New York ("ZR") for a modification of use and bulk at the Building. Such Special Permit allowed for the conversion of 15 units on floors 2 through 6 in the Building to Joint Living Work Quarters for Artists ("JLWQA") and the converson of the first and cellar floors to Use Group 6 retail use.

In its report to the CPC, the LPC found that Sponsor agreed to undertake certain restorative façade work and improvements, described in the Certificate of No Effect 08-9483 (LPC 07-6480) (the "CNE"), to bring the Building up to a sound, first-class condition. The LPC also found that Sponsor had agreed to establish and maintain a program for continued maintenance at the Building, as evidenced by a restrictive declaration (the "Restrictive Declaration") that was recorded against the Building on March 19, 2010.

Sponsor underwent a Uniform Land Use Review procedure ("ULURP") and the application for the Special Permit under the ULURP was approved by the CPC on February 10, 2010 (Cal. No. 4). The City Council did not assume jurisdiction of the application, therefore, approval of the CPC was final and became effective on March 4, 2010.

On June 14, 2012, the CNE was renewed by LPC to allow for the completion of the work described in the CNE.

On March 31, 2014, the CPC, pursuant to CPC Application No. N 140253 under Section 11-42 of the ZR, after reviewing the Application, determined that the facts upon which the Special Permit, C090100 ZSM, was granted have not substantially changed and granted the first 3-year renewal of the Special Permit terminating on March 4, 2017.

There are currently 23 units in the Building. 8 of the units are occupied and the remaining 15 units are vacant.

Sponsor has filed an application for a special permit (the "New Special Permit") to allow a change of use from JLWQA, previously granted by the 2009 Special Permit, to Use Group 2 residential

use in the 15 currently unoccupied units on floors 2 through 6. CPC staff has determined that for technical reasons, an amendment of the 2009 Special Permit cannot be filed and that the conversion to residential use requires a New Special Permit. Under the application for the New Special Permit, it is proposed that 15 previously approved JLWQA units be converted to Use Group 2 residential use, and the remaining 8 units of the total 23 units in the Building will remain as JLWQA. As of the date of the acceptance for filing of this Plan, a hearing on the application has not been scheduled. Furthermore, in all likelihood, Sponsor will not proceed with, and will withdraw the application for the New Special Permit. If, however, Sponsor does continue to prosecute the application, there is no guarantee that the Sponsor will be able to obtain from CPC the "New Special Permit" granting Use Group 2 residential use to the vacant units. In the event that the New Special Permit is not granted or if Sponsor withdraws the application for the New Special Permit, the Units would therefore effectively be offered under their current zoning and status as JLWQA units. This designation requires that there be at least one artist certified by the New York City Department of Cultural Affairs living in each Unit.

LPC has indicated that the New Special Permit described above is within the scope of the extensive restoration work already undertaken at the Building and no further work will be required.

35. In connection with Sponsor's application for the 2009 Special Permit, Sponsor agreed to certain obligations and restrictions contained in a declaration made February 10, 2010 and recorded on March 19, 2010 in the Office of the City Register of New York on March 19, 2010 under CRFN 2010000094859 (the "Preservation Declaration"). The Preservation Declaration requires, among other things, that the Building be preserved, maintained and repaired in accordance with the Landmarks Preservation Law (as defined in the Preservation Declaration), the Preservation Declaration and the CNE. The Preservation Declaration provides for certain obligations for the preservation, maintenance and repair of the Building, including work identified to maintain the Building in sound first-class condition. These obligations, as well as the cost and expense incurred in connection with these obligations, will be the responsibility of the Condominium (see the Sections of the Plan entitled "Rights and Obligations of the Condominium Board/Summary of By-Laws," and "Agreements Affecting Building Operations" and see Part II of the Plan for the full text of the Preservation Declaration).

36. The designation in this Plan of a Unit as a "Loft Unit" is not to be construed that the Unit can be used for any purpose other than in compilance with the Declaration, By-Laws and Law. The designation of "Loft Unit" is being used only for nomenclature purposes.

37. The Declaration provides that the Commercial Unit can be used for any purpose permitted by applicable Law, except that under no circumstances whatsoever shall the Commercial Unit or any part thereof be used: (1) by a foreign or domestic governmental agency; (2) as a betting parlor or gambling casino; (3) by a utility company; (4) as a restaurant, luncheonette or coffee shop or any other food establishment; (5) for the on-premises or off-premises sale of alcoholic beverages, including without limitation, as a bar or liquor store; (6) as a catering or events facility; (7) for the sale of candy, cigarettes, cigars or pipes; (8) as an amusement arcade or for use of video games, pinball machines or other customer-attracting devices; (9) for the playing of amplified music, for live entertainment or music, for dancing or as a discotheque or club; (10) for the sale, display or rental of "adult" or pornographic material via books, magazines, videos or other media; (11) as a medical, psychiatric, abortion, drug or alcohol clinic; (12) as an employment agency or search firm or school or training center; (13) as a psychic or tarot card store; (14) for manufacturing use; (15) for residential use; (16) as a movie theater or theater having live performances; (17) as a dry cleaning establishment or any other establishment which utilizes chemicals or toxic substances; and/or (18) for any illegal use.

38. The Commercial Unit may be divided into two or more units or subdivided for leasing purposes. The Owner of the Commercial Unit shall have the right, without the approval of the Condominium Board, the Selling Agent, the Managing Agent, the Loft Unit Owners, or representatives of

holders of mortgages on Loft Units to make alterations, additions, improvements, or repairs in or to the Commercial Unit and the Commercial Limited Common Elements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, provided however that such alterations do not materially or adversely affect any Common Element or any Building-wide system or any Loft Unit, and to subdivide the Commercial Unit.

39. The Commercial Unit Owner and its tenants having equipment on the Commercial Limited Common Element shall have a right of access via the elevator or the stairs, which are each Loft Common Elements, and across that portion of the roof over the top floor of the Building which is a Limited Loft Common Element or a General Common Element, if any, solely for the purpose of gaining access to that portion of the roof over the top floor of the Building which is a Commercial Limited Common Element in order to use or replace existing equipment or to use, maintain and repair the Commercial Limited Common Element and the equipment thereon on the roof over the top floor of the Building. This right of access shall be exercised by the Commercial Unit Owner in a reasonable and accessible location designated from time to time by the Sponsor, or once the Sponsor no longer owns any Loft Unit(s) then by the Condominium Board and in such a manner as will not unreasonably interfere with the other Units Owners, the Common Elements, or any category of Common Elements to be established by Sponsor. In the event that the Commercial Unit Owner requires access to that portion of the roof over the top floor of the Building which is a Commercial Limited Common Element, then the Sponsor, or once the Sponsor no longer owns any Unit(s) then the Condominium Board shall provide reasonable access (in an accessible location designated from time to time by the Sponsor, or by the Condominium Board as the case may be) at reasonable times to the Commercial Limited Common Elements provided that a representative of Sponsor or the Condominium Board or the managing agent of the Condominium is present during all such times of access.

The Commercial Unit Owner, the authorized agents of the Commercial Unit Owner, the tenants of the Commercial Unit Owner, and the licensees and invitees of the foregoing, who are physically handicapped, will have a right of access through the Loft lobby, which is a Loft Common Element, to use the elevator, which is a Loft Common Element, for the limited purpose of entering and leaving the portion of the cellar level of the Building which comprises the Commercial Unit. Such right of access shall be exercised with reasonable care.

The Commercial Unit Owner, the tenants of the Commercial Unit, the authorized agents of the Commercial Unit Owner, the authorized agents of the tenants of the Commercial Unit, and the authorized agents of the tenants of the Commercial Unit Owner will have a right of access (a) through the Loft lobby, Lobby A, which is a Loft Common Element, to use the elevator, which is a Loft Common Element, to gain access to the cellar for the purpose of installing, maintaining, replacing and effecting repairs to any equipment or machinery servicing the Commercial Unit and located in the cellar, and (b) through the Loft lobby, Lobby A, which is a Loft Common Element, to use the elevator, which is a Loft Common Element, for the purpose of installing, maintaining, replacing and effecting repairs to any equipment servicing the Commercial Unit and located on the roof. Such rights of access shall be exercised with reasonable care and in the presence or the knowledge of either the superintendent/porter or a representative of the Managing Agent.

40. The Commercial Unit Owner may change the certificate of occupancy for the Building as it applies to the Commercial Unit only, provided that such change: (i) does not permit any of the Commercial Unit's Prohibited Uses; (ii) only permits retail use pursuant to Use Group 6 (or the then equivalent Use Group that permits the Commercial Unit to be used only for retail use); and (iii) does not adversely impact, in any way whatsoever, as determined by the Sponsor, on the use of any or all of the Loft Units or any contemplated use of the Loft Units, or when the Sponsor no longer own any Loft Units, then as determined by the Condominium Board.

41. The Commercial Unit Owner shall have the right to maintain the existing Verizon equipment and to erect any additional, replacement or modified communications equipment of substantially similar kind to the existing Verizon equipment, but subject to applicable provisions, including restrictions, as to the size and location of such equipment, and to use, lease, license, maintain, repair, replace and operate such communications equipment, as permitted by applicable Law, on the Commercial Limited Common Elements or any part thereof located on the designated area on the roof over the top floor of the Building and subject to the other applicable terms. In connection therewith, the Commercial Unit Owner shall have the right: (i) to use, repair and maintain the existing Verizon equipment and to install any replacement or modified equipment or additional equipment provided that any such replacement or modified or additional equipment is of substantially similar kind and does not exceed the size of the existing Verizon equipment located on the Commercial Limited Common Elements located on the roof of the Building and further provided that any such replacement or modified or additional equipment shall only be located on the Commercial Limited Common Elements or any part thereof located on the designated area on the roof over the top floor of the Building, and further provided, that any such replacement or modified or additional equipment does not disturb or materially or adversely affect any Common Element or any Building-wide system or any Loft Unit; and (ii) to use, repair, replace and maintain the existing wiring in the existing conduits and pathways that service the existing Verizon equipment and to install new wiring in the existing conduits and pathways necessary to operate such Verizon equipment or any replacement or modified or additional equipment, and to use, maintain, repair and replace the existing conduits and pathways, provided, however, that no such wiring, conduits and/or pathways shall push through or into any Unit, other than the Commercial Unit, or any Common Element (other than the Commercial Limited Common Element and other than the existing conduit located in the General Common Element in the basement of the Building which services the existing Verizon equipment) or any other category of Common Elements to be established by Sponsor, unless the Sponsor consents to same or when the Sponsor no longer owns any Units, then the Condominium Board consents to same and further provided that the existing conduits and pathways which contain the wiring shall not be repaired, replaced, expanded, relocated or altered unless the Sponsor consents to same or when the Sponsor no longer owns any Units, then the Condominium Board consents to same. The Commercial Unit Owner shall be entitled to all income and profit derived in connection with the usage or transfer of such rights. The Commercial Unit Owner shall not use the Commercial Limited Common Elements or any equipment installed thereon pursuant to the terms contained herein, in such a manner as will unreasonably disturb or materially or adversely affect the other Unit Owners, the Common Elements (including any other category of Common Elements to be established by Sponsor), the Loft Common Elements, the Limited Loft Common Elements or the Loft Units.

42. Included in Part II of the Plan is a letter from Airtek Environmental Corp., dated November 13, 2014, a letter from Verizon Wireless dated November 7, 2014 and a letter for Sitesafe, Inc., dated October 14, 2014. The letters address the potential for radio frequency exposure from cellular equipment at the Building. As indicated in the letter from Verizon Wireless, the Building is compliant with Federal Communications Commission ("FCC") guidelines. The letter from Sitesafe, Inc., further indicates that while two "small rooftop areas" at the Building exceed FCC Maximum Permissible Limits, these areas are inaccessible to the public, and, therefore the Building is in compliance with applicable FCC rules and regulations. (See the referenced letters in Part II of the Plan and see also the Section of the Plan entitled "Sponsor's Statement of Building Condition").

43. Lot Line Windows are windows located on an exterior wall abutting or within a specified distance from a property line, where the adjacent property is owned by others. While such windows provide views, light and air to spaces within, they cannot be utilized to meet light and ventilation required by the Building Code of the City of New York. Lot Line Windows are considered amenities that can be closed if an adjacent property owner builds a structure covering up the windows. Unit 2D contains one Lot Line Window.

In the event that the Lot Line Window in Unit 2D must be sealed, the construction to enclose the window shall be performed by the Board of Managers of the Condominium. The cost and expense of such construction shall be the sole responsibility of the Unit Owner of Unit 2D and the cost shall be charged to the Unit Owner of Unit 2D as a Special Assessment. The expense of sealing a Lot Line Window as of the date of acceptance of this Plan is approximately $1,500.00 per window (See the Section of the Plan entitled "By-Laws" for further details).

44. 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 observe Purchaser's other obligations under the Purchase Agreement. Upon the occurrence of an Event of Default, Sponsor, in its sole discretion, may elect by notice to Purchaser to (i) cancel the Purchase Agreement, or (ii) seek specific performance. If Sponsor elects to cancel, Purchaser shall have 30 days from the giving of the notice of cancellation to cure the specified default. If the default is not cured within such 30 days, then the Purchase Agreement shall be deemed cancelled, and Sponsor shall have the right to retain, as and for liquidated damages, the Deposit and any interest earned on the Deposit. Upon the cancellation of the Purchase Agreement, Purchaser and Sponsor will be released and discharged of all further liability and obligations hereunder and under the Plan, and the 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. If Sponsor elects to seek specific performance, then Purchaser shall have 30 days from the giving of notice of Sponsor's election to close on his or her Unit in accordance with the Purchase Agreement, without prejudice to Sponsor's right to recover from Purchaser all damages, losses, costs, expenses and all other lawful sums to which Sponsor is entitled (including, but not limited to, reasonable legal fees and costs of collection). Notwithstanding the foregoing, Sponsor shall have no right to seek specific performance against a Tenant Purchaser who executed a Purchase Agreement to purchase the Loft Unit occupied by it. (See the Section of the Plan entitled "Procedure to Purchase" and the "Purchase Agreement" for further details.)

45. Section 12-10 of the Zoning Resolution of the City of New York requires that any Loft Units with JLWQA use status be used as joint living-work quarters for artists. Joint living-work quarters for artists may be occupied by an artist and his or her family maintaining a common household, with lawful cooking space and sanitary facilities conforming to the requirements of the housing maintenance code, and including adequate work space for the artist or the artists residing therein. An "artist" is a person so certified by the New York City Department of Cultural Affairs ("Department of Cultural Affairs") and generally includes individuals who are regularly engaged in the fine arts (such as painting or sculpture) or in the performing or creative arts (such as choreography and film making or musical composition) on a professional basis ("Certified Artist") and can document to the Department of Cultural Affairs that their need for sizeable space is a fundamental requirement for the practice of their profession. Sponsor makes no representation as to whether any Loft Unit with JLWQA use status will be owned or occupied by a Certified Artist, or as to whether a Purchaser or a member of Purchaser's household is or will qualify as a Certified Artist. A possible consequence of a Loft Unit not being owned or occupied in accordance with Section 12-10 of the Zoning Resolution of the City of New York would be the issuance of a violation by the Department of Buildings of the City of New York against the Building, or against the Loft Unit with JLWQA use status which is not occupied by a Certified Artist. The Department of Buildings may revoke the final certificate of occupancy for the Building in the event the violation is not cured. Such a violation issued against the Building, or the revocation of the final certificate of occupancy may affect all Unit Owners in the Condominium. For example, it may be difficult for purchasers to obtain financing for both initial sales and re-sales of Units. (See also the Sections entitled "Description of Property and Improvements" and "General").

46. The square foot area and dimensions of the Units listed in Schedule A or in the Declaration are approximate and may vary and were obtained by using the methods described in the Declaration and customarily used in New York City to measure condominium apartments. As is

customary in measuring residential square footages in the City of New York, estimated dimensions and floor area will significantly exceed the Unit's useable floor area and will include square footage allocable to some parts of the Common Elements. Any Common Elements located within a Unit shall not be considered a part of such Unit. The square foot areas allocated to terraces are deemed Limited Loft Common Elements and are not included in a Unit's square foot calculation. (See the "Notes to Schedule A" for further details.)

47. Although flood insurance is not required for the Building, flood insurance will be included with the Building's insurance. There will be a deductible, and as such, costs related to possible repairs and maintenance should be anticipated.

48. Temporary Certificate of Occupancy Used to Close. After the completion of construction, Sponsor will apply for a Certificate of Occupancy for the Building from the Department of Buildings of the City of New York ("DOB"). The Sponsor makes no representation as to the exact time of the delivery of the Certificate of Occupancy. The Sponsor will obtain a Temporary Certificate of Occupancy ("TCO") prior to the First Closing. The Sponsor will endeavor to obtain a Final Certificate of Occupancy ("FCO") within two years of the First Closing. However, if Sponsor permits Unit Owners to undertake renovations before the procurement of an FCO, there could be additional delays in obtaining an FCO. *Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without an FCO covering the entire Building, but with only a TCO, and sometimes with several successive TCO's. Certificates of Occupancy are generally governed by Section 301 of the New York Dwelling Law and local building codes and rules. Both TCO's and FCO's are issued by the DOB. A TCO is intended to indicate that the property conforms substantially to the DOB approved plans and specifications, and to the requirements of all applicable laws, rules, and regulations for the uses and occupancies specified in the TCO. No change of use or occupancy shall be made unless a new certificate of occupancy is issued. All TCO's have an expiration date. A TCO typically expires 90 days after the date of issuance. When a TCO expires and is not renewed, if 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 an FCO. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to expiration thereof, and ultimately for obtaining an FCO covering the entire Building within two years from the date of the issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that the DOB will issue the FCO within such two-year period. NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE THE FCO FOR THE ENTIRE BUILDING, AND SHALL EXERCISE BEST EFFORTS TO OBTAIN THE FCO WITHIN SUCH TWO-YEAR PERIOD WHILE KEEPING THE TCO CURRENT. Unit owners and the Board of Managers shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings.*

Furthermore, because Sponsor and the By-Laws of the Condominium may permit unit owners to undertake renovations to individual Units prior to the procurement of a FCO, such renovations may cause additional delays in the issuance thereof. Notwithstanding the foregoing, Sponsor and its principals are obligated to procure the FCO.

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

49. No assurance can be given that the Reserve Fund will be adequate to pay for the replacement of capital items, and if additional monies are required over and above the Reserve Fund, it may be necessary to increase Common Charges or levy a Special Assessment against the Unit Owners.

(See the Section of the Plan entitled "Reserve Fund" for further details.) The Reserve Fund may not be used to reduce Common Charges while Sponsor controls the Condominium Board. No representation can be made, however, that after Sponsor relinquishes control, the Condominium Board may not decide to use the Reserve Fund for a purpose other than for which it has been established. While Sponsor anticipates the Reserve Fund will be sufficient to pay for the replacement of capital items during the five (5) year period following the First Closing, Sponsor cannot guarantee same. (See the section of the Plan entitled "Reserve Fund" for further details.)

50. The contingency line item in Schedule B does not include a reserve for major capital replacements. (See Footnote (13) to Schedule B.)

51. Sponsor reserves the exclusive right to utilize in any manner and for any purpose whatsoever any and all development rights and/or air rights which may be appurtenant to the Property as of the date of the Original Declaration or which may hereinafter accrue with respect thereto. No income or profit derived by Sponsor in connection with its usage or transfer of such development rights and/or air rights shall accrue to the benefit of the Condominium or any Unit Owner other than Sponsor.

52. The owners of the Occupied Loft Units will be paying for cooking gas and gas for hot water through their Common Charges without benefitting from these services. See Schedules B and B-1 for further details.)

53. In accordance with the terms and provisions of Section 28-104.8.4 of the New York City Building Code, a copy of which is included in Part II of the Plan, a Tenant Protection is included in Part II of the Plan.

54. During the Initial Control Period, Sponsor shall have the right, in its sole discretion, to delay the obligation of the Loft Unit Owners to pay Common Charges from and after the First Closing, for a period to be determined by the Sponsor provided that the expenses of the Condominium (including, but not limited to, insurance premiums) during such period are timely paid by, and the contingency line item on Schedule B to the Offering Plan is funded by, Sponsor. Upon commencement of the obligation to pay Common Charges, there will not be a Special Assessment for the payment of any expense set forth in the First Year's Budget incurred prior to the date Common Charges become payable. During any period during which the obligation to pay Common Charges is delayed, Sponsor shall remain obligated to update the budget for the Condominium, as provided for in the governing regulations. In the event Sponsor elects to delay the collection of Common Charges, it will disclose such fact in the Closing Notice to Purchasers; however, failure to do so shall not affect Sponsor's right to delay the collection of Common Charges, so long as a Purchaser is otherwise notified of the delay in writing prior to the Closing of its Unit. Sponsor will further disclose such fact in the post-closing amendment to the Plan, and shall also disclose in the post-closing amendment, the anticipated period of delay. Sponsor will notify all Loft Unit Owners in writing of the expiration of the delay period at least thirty (30) days prior to the commencement of collection of Common Charges and will disclose such fact in the subsequent amendment to the Plan. (See Section 6.4 of the By-Laws and the Section of the Plan entitled "Rights and Obligations of Sponsor".)

55. Part II of this Plan includes a Certification by Sponsor and Sponsor's Principals. Principals of Sponsor have executed the Certification of Sponsor and Principals for compliance with the Martin Act and governing regulations. Consistent with a recent decision by the Appellate Division of New York State Supreme Court, First Department, 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).

56. Regarding Loft Units in the building designated as Joint Living Working Quarters for Artists (JLWQA) under New York State Multiple Dwelling Law Article 7-B, nothing contained in this Declaration, the By-Laws, or Rules and Regulations or any amendments thereof shall permit the Sponsor, Condominium Board and/or the Owner of a Loft Unit designated as JLWQA to unreasonably interfere with a certified artist's ability to regularly engage in his or her art form on a professional basis within the respective Loft Unit occupied by them. Notwithstanding the foregoing, any such certified artist lawfully occupying a JLWQA Unit shall comply with all applicable Federal, State and/or City Statutes, ordinances, regulations or laws and obligations including, but not limited to, the New York Rent Stabilization Code and New York City Rent Control Law and New York State Real Property Actions and Proceedings Law such as requirements relating to nonpayment of rent, illegal subletting, primary residency, and nuisance. Nothing contained in this paragraph shall be deemed to grant an occupant of a JLWQA Unit any rights other than those granted to them under Multiple Dwelling Law Article 7-B and applicable law.

So long as the JLWQA designation is applicable to any Unit, there shall be a presumption that, under the definition of "Artist" provided in §275-6 of Article 7-B of the Multiple Dwelling Law, Artists residing in the Building shall regularly and on an ongoing basis be engaged in the pursuit of their craft, including but not limited to painting, sculpture, choreography, filmmaking, and the composition of music. Such activities may involve, among other things, performance rehearsals, the use of solvents, dyes and other chemicals, the operations of saws, grinders, wheels and other machinery, and the carting of related materials through the Common Elements. In general, there may be a level of noise and busyness above and beyond that in a traditional residential building, and that such uses and activities, within reason, shall not be considered nuisances.

A copy of Multiple Dwelling Law Article 7-B is included in Part II of the Plan.

57. There are references throughout the Plan that eight of the Loft Units are "Occupied Units" or "Occupied Loft Units." Shortly before the Filing Date of the Plan, the occupant of one of the eight Occupied Loft Units died. Possession of this Loft Unit has not yet been surrendered to Sponsor.

INTRODUCTION

Nature of the Transaction

Greene Mercer Holdings LLC ("Sponsor"), a New York limited liability company, hereby presents this offering plan ("Plan") for the sale of 23 Loft Units in a condominium known as "57-63 Greene Street Condominium", which is being referred to herein as the "Condominium". The establishment of condominium ownership of the land ("Land") together with the Building thereon, known as and having a street address of 57-63 Greene Street, New York, New York ("Building") (the Land, Building, and the appurtenances thereto are collectively referred to as the Property) were effected pursuant to the filing of a Declaration of Condominium made by Greene Mercer Holdings LLC dated October 13, 2010 and recorded on January 7, 2011 under City Register File No. 2011000007142 in the Office of the Register of the City and County of New York (the "Original Declaration"), in accordance with the terms of Article 9-B of the Real Property Law of the State of New York ("Condominium Act"). The Original Declaration was amended by the First Amendment to Declaration and By-Laws dated August 3, 2012 and recorded on August 31, 2012 under City Register File No. 2012000346407 in the Office of the Register of the City and County of New York ("First Amendment") and the Second Amendment to Declaration and By-Laws dated September 5, 2012 and recorded on October 3, 2012 under City Register File No. 2012000393393 in the Office of the Register of the City and County of New York ("Second Amendment").

Sponsor will file a Restated and Amended Declaration of Condominium in the Office of the Register of the City and County of New York (the "Declaration") which, among other things, will effect the subdivision of the existing Loft Unit into the 23 Loft Units offered for sale pursuant to this Plan. The Condominium will consist of 23 Loft Units ("Loft Units") and one (1) Commercial Unit ("Commercial Unit"). In addition, the right to use four (4) Storage Bins will be offered by license agreement ("Storage Licenses"). The Loft Units and Commercial Unit are sometimes collectively referred to herein as the "Units".

Background Regarding the Formation of the Condominium

Title to the Property was transferred to Sponsor on February 6, 2007. In 2008, Sponsor applied for and obtained a "No Action" letter from the Department of Law allowing the creation of "57-63 Greene Street Condominium" in the Building, consisting of two (2) Units: a commercial unit on a portion of the cellar and first floor, and a unit which would contain residential space on the second through sixth floors of the Building. A copy of the No Action letter issued by the Department of Law, dated February 18, 2009, is included in Part II of the Plan. A condition to the issuance of the February 18, 2009 "No Action Letter" was that no further subdivision take place without a subsequent submission to the Department of Law. In 2010, Sponsor applied for and obtained a "No Action" letter from the Department of Law dated October 5, 2010, changing the use of the residential space in the unit located on the second through the sixth floors of the Building and limiting the use of a second Building entrance to occupants of the unit located on the second through sixth floors. A copy of the October 5, 2010 "No Action" is also included in Part II of the Plan. In 2011, Sponsor applied for and obtained a "No Action" letter from the Department of Law dated December 21, 2011, allowing the sale of the Commercial Unit. A copy of the December 21, 2011 "No Action" letter is also included in Part II of the Plan.

The Condominium Offering Plan

The purpose of the Plan is to set forth in detail all material facts relating to the offering by Sponsor of the Units in the Condominium. 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 which together constitute the entire Plan. Part I sets forth the material terms of the offer and Part II contains the basic documents which address the operation of the Property as a Condominium and which otherwise effectuate the provisions of the Plan. Also included in Part II is a detailed description of the Property and certifications of Sponsor and certain experts. Copies of the Plan, including all documents referred to herein and all Exhibits submitted to the Department of Law in connection with the filing of the Plan will be available for inspection by prospective Purchasers and their attorneys without charge. The Exhibits will be available to prospective Purchasers for copying at a reasonable charge at the sales office. The Plan and the Exhibits are also available for inspection and for copying at a reasonable charge at the Department of Law. All of these documents are important and should be carefully read by prospective Purchasers. Prospective Purchasers are also advised to consult with their own attorneys or other advisers before agreeing to purchase. A prospective Purchaser may obtain the Plan upon payment of a $250 deposit, which amount will be fully refunded upon either (i) the prompt return of the Plan within 14 days after receipt of the Plan, in good condition, or (ii) the execution by the prospective Purchaser of a Purchase Agreement subsequently accepted by Sponsor.

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

The Property

Number of Units. The Building consists of one cellar level and six floors above cellar level. The Building contains 1 Commercial Unit and will contain 23 Loft Units.

The Commercial Unit is located on a portion of the cellar level and on the ground floor level of the Building.

Conditions During Construction. Based upon the current construction schedule, Sponsor contemplates that, unless delayed by weather, casualty, labor difficulties (including work stoppages and strikes), late delivery or inability to obtain materials, governmental restrictions, or other events reasonably beyond its control, the applicable renovation of the Building will be sufficiently completed to permit closings of Units to begin on or about April 1, 2016. Prospective Purchasers should note, however, that the Units will be completed at different times over a period that may begin prior to and/or extend significantly beyond such date. Prospective Purchasers are advised that for a period of no more than three (3) months from the First Closing, some of the services and facilities described in the Plan (such as a finished, completed lobby, a full staff of building personnel, uninterrupted elevator, alarm and intercom service) may not be available. The interim level of staffing will at all times be adequate to maintain the Building during this period. In addition, there are inherent difficulties which result while construction is ongoing, such as the presence of workmen in the common areas of the Building, lapses in security, accumulations of dust and debris, construction noise during the hours which construction is being performed, typically 8:30 a.m. through 4:30 p.m. Monday through Friday, excluding legal holidays.

Sponsor will have no liability to any Purchaser, nor will a Purchaser be entitled to any credit, offset or reduction in the purchase price for the Unit or otherwise be relieved from any obligations under the Purchase Agreement, if the First Closing occurs earlier or later than the projected date, or the time to complete or to close title to any Unit is delayed or postponed by Sponsor. In the event the actual or anticipated commencement date of the first year of condominium operation is to be delayed by six (6) months or more, Sponsor will amend the Plan to include a revised budget with current projections, and, if a Loft Unit Owner's monthly Common Charges in the amended budget exceed those in the latest projected budget set forth in the Plan by 25% or more, then Sponsor will offer all Purchasers not in default the right to rescind their Purchase Agreements within no less than 15 days after the Presentation Date of the amendment containing such revised budget, and any Purchasers electing rescission pursuant to such offer will have their Deposits and any interest accrued thereon returned.

Sponsor reserves the right to change the number of Loft Units from time to time by subdividing and/or combining Loft Units, even after the Condominium is created, unless a binding Purchase Agreement for such Loft Unit has been entered into and the Purchaser does not consent to such change. However, no change will be made in the size or number of Loft Units and/or their respective percentages of common interest and no material change will be made in the size or quality of common elements except by amendment to the Plan, and, when applicable, to the Declaration. (See the Section of the Plan entitled "Changes in Prices and Units" for further details.)

Sponsor is renovating the Units which are not occupied. Please see the Description of Property and Building Condition contained in Part II of the Plan. As the contemplated renovations to the Units which are not occupied are limited to the interior of a Unit, the renovations are not expected to impact residents of the Building. As also indicated in the Description of Property and Building Condition, Sponsor will also be renovating certain common areas of the Building. Workers will be supervised, and attention will be given to limiting any possible disruption in services to residents of the Building. Any resulting debris will be removed from the Building by Sponsor. There will be limited interruption of services including water and electricity related to the construction and advance notice will be given to all occupants as these situations arise. Any work relating to these renovations will be conducted in the applicable Unit on weekdays (not including legal holidays) and between the hours of 8:30 a.m. and 4:30 p.m. Sponsor does not presently anticipate any other work involving construction. The Description of Property and Building Condition, however, details work which Sponsor has agreed to make to the Property. A Tenant Protection Plan is included in Part II of the Plan.

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 Building Condition set forth in Part II of the Plan.

Offering of Units for Sale

Sponsor hereby offers the Loft Units for sale under the Plan. The price for each of the Loft Units offered hereunder is 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.

Sponsor reserves the right to offer the Units in such order of priority as it may determine. In addition, Sponsor has the right to limit the number of Units sold to any Purchaser and to make one or more bulk sales of Units. A bulk sale consists of the transfer of ten (10) or more units or twenty percent or more of the total number of units in The Condominium, whichever is less.

Sponsor intends to, in good faith, endeavor to sell the Units, but has reserved the right to rent or lease any Loft Unit prior to closing the sale thereof to the Purchaser thereof or any other party, to cease marketing Loft Units for sale at any time, in Sponsor's sole discretion, or to use or offer the Unsold Loft Units for any lawful purpose. Sponsor (and any transferee in bulk, or substitute sponsor) has reserved the right (i) to rent or lease any or all of the Unsold Loft Units to any party; (ii) to rent or lease any Unsold Loft Unit prior to closing the sale thereof to the Purchaser thereof; (iii) to cease marketing Units for sale at any time, in Sponsor's sole discretion; (iv) to rent Unsold Loft Units with options to purchase; and (v) to use or offer the Unsold Loft Units for any lawful purpose. Therefore, except when otherwise permitted by law, certain Loft Units may be occupied under short-term or long term leases.

Residents of the Condominium may be comprised of both Loft Unit Owners and tenants leasing from Sponsor or other Loft Unit Owners. Accordingly, it is possible that a significant proportion of Loft Unit Owners will not be residents of the Building and that a significant portion of tenants in the Building may not be Loft Unit Owners. As a consequence of the foregoing, a Loft Unit Owner seeking to resell or

refinance a Loft Unit may experience difficulty. In addition, residents of the Condominium who are not Unit Owners do not share the same economic interests as Unit Owners in the maintenance and care of the Building's facilities and amenities and owner-occupants and non-resident Unit Owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing (i.e., purchase as a home as opposed to as an investment). Because Sponsor is not limiting the conditions under which it will rent rather than sell Loft Units, there is no commitment to sell more units than the fifteen percent (15%) necessary to declare the Plan effective and owner-occupants may never gain effective control and management of the Condominium.

The Condominium Board does not have the right to approve or disapprove a purchaser of a Unit, nor is there any limit on the number of owners who may purchase for investment rather than for personal occupancy. There may always be a substantial percentage of Unit Owners who are non-residents.

A Loft Unit shall be used only as provided by applicable Law and the then existing certificate of occupancy for the Building, and otherwise in compliance with the Condominium Documents.

The Commercial Unit has been sold to a party unrelated to Sponsor.

The Offer to the Tenants

Each Tenant Purchaser (defined in the Section entitled "Rights of Existing Tenant"), has the exclusive right to purchase the Unit occupied by it within 90 days from the Presentation Date of this Plan (the "Exclusive Purchase Period") at the Purchase Prices set forth in Schedule A.

In order to qualify for the foregoing benefits during the Exclusive Purchase Period, Tenant Purchasers must submit to the Sponsor during the Exclusive Purchase Period, a signed Purchase Agreement and a Down Payment in an amount equal to 10% of the Purchase Price for the Unit to be purchased (the "Down Payment"). See the Section entitled "Procedure to Purchase" for more details.

The Sponsor shall not be renovating the Units occupied by Tenant Purchasers. Those Units shall be sold in their "as is" condition as of the date a purchase agreement is executed, subject to reasonable wear, tear and casualty.

The Offer to Non-Tenant Purchasers

Sponsor hereby offers for sale the Loft Units in the Building set forth in Schedule A to Non-Tenant Purchasers on the following terms:

(i) They shall have opportunity to purchase a vacant Loft Unit at the prevailing "Purchase Price" as set forth on Schedule A; and

(ii) They shall have the opportunity to purchase a Unit occupied by a Non-Purchasing Tenant either following the Exclusive Purchase Period afforded Tenant Purchaser or upon receipt of a written waiver by the Tenant Purchaser of his right to purchase those Units during the Exclusive Purchase Period, at the Purchase Price for Non-Tenant Purchasers as set forth on Schedule A.

In order to qualify for the foregoing benefits, a Non-Tenant Purchaser must submit to the Sponsor a signed Purchase Agreement and required Deposits for the Loft Unit to be purchased. See the Section entitled "Procedure to Purchase" for more details.

Offering of Storage Licenses

Sponsor hereby offers to Purchasers of Loft Units, at Sponsor's discretion, the opportunity to purchase the rights to use a Storage Bin located in the cellar of the Building for the purchase prices

(payable once at Closing) set forth in Schedule A. Sponsor shall be deemed to have a master license agreement with the Condominium Board for an area in the cellar of the Building designated as a Loft Common Element and which contains the Storage Bins. Sponsor may cause the Condominium Board to enter into licenses for individual Storage Bins with Loft Unit Owners, and upon entering into such license agreement, the applicable Storage Bin shall be released from the master license agreement. The master license agreement will terminate upon the sale by Sponsor of all licenses for Storage Bins. The consideration for the sale by Sponsor of license agreements shall belong to Sponsor and not the Condominium. During the Initial Control Period, the Condominium will not charge an additional fee or maintenance fee for the Storage Bins. Sponsor will not, in any event, be subject to any fee, additional fee or maintenance fee for the Storage Bins which may be imposed by the Condominium Board after the Initial Control Period. THE PRICES FOR STORAGE BINS HAVE BEEN SET BY SPONSOR AND ARE NOT SUBJECT TO APPROVAL BY THE DEPARTMENT OF LAW OR ANY OTHER GOVERNMENTAL AGENCY. Storage Bins may not be occupied for dwelling purposes. Storage Bins may only be used for storage of non-combustible items.

Sponsor shall reserve the right to designate at Closing which Storage Bins will be licensed to Purchasers. Storage Bins may only be used for the uses set forth in the Plan and, except for the Sponsor, cannot be licensed independently from the ownership of a Loft Unit. The license agreement for a Storage Bin will permit the Unit Owner to have exclusive use of the Storage Bin but not "fee" ownership of the Storage Bin. Accordingly, there will be no real estate taxes payable in connection with a Storage Bin. With the exception of the Sponsor, Storage Bins cannot be sub-licensed or sub-let. Sponsor may assign, sub-license or sub-let a Storage Bin without any pre-conditions and consent, including that of the Condominium.

The Storage License allows assignment by a Loft Unit Owner provided that the assignor is current in its obligations to the Condominium, written notification of the assignment is delivered to the Condominium Board in compliance with its requirements, assignee is a Loft Unit Owner and assignee assumes the obligations of the Storage License. Sponsor may, at any time, surrender its Storage License to the Condominium Board. A Loft Unit Owner shall also have the option of surrendering its Storage License to the Condominium Board. Upon such surrender, any such Storage License will be deemed cancelled, and the Loft Unit Owner shall have no obligation to pay any additional fee or maintenance fee which may be imposed by the Condominium Board after the Initial Control Period. Upon such surrender, the Condominium shall have the right to enter into license agreements with Loft Units Owners for the use of the Storage Bins.

The Condominium Board shall have the right to deny any Loft Unit Owner who holds one or more Storage Bin License, access to and/or use of the applicable Storage Bin in the event that the Licensee is in default of its obligations under the Condominium Documents or the applicable License Agreement, including but not limited to the obligation to pay Common Charges, Special Assessments and/or to pay any fee due and payable in connection with such Storage Bin, and such default continues for thirty (30) days after delivery to such Loft Unit Owner of a written notice of default and opportunity to cure. In addition, the Condominium Board shall have the right to terminate any Storage Bin License on no less than thirty days prior written notice of termination in the event that the Loft Unit Owner is in default of its obligations under the Condominium Documents, including but not limited to the obligation to pay Common Charges, Special Assessments and/or fees due and payable pursuant to the Storage Bin License, and such default is not cured prior to the termination dated set forth in the notice of termination.

If the Licensee fails to vacate the Storage Bin, as applicable, within five (5) business days of such termination, the Condominium shall have the right, at the Licensee's sole cost and expense, to remove the Licensee's personal property from the Storage Bin and either discard or store same elsewhere, with no liability to the Condominium or Sponsor for any damages and/or loss.

Notwithstanding the foregoing, a Tenant Purchaser who delivers a signed Purchase Agreement and required Deposit during the Exclusive Purchase Period, as set forth above, will have the right to purchase the rights to use the Storage Bin, of which such Tenant Purchaser then has the exclusive use.

Applicable Rent Laws

The Plan is a non-eviction plan and is being presented in compliance with the requirements of Section 352-eeee of the General Business Law (the "GBL") which sets forth the procedure for converting dwelling units to condominium ownership. Under the GBL, Sponsor may declare this Plan to be effective when Purchase Agreements have been executed for at least fifteen (15%) percent of the Loft Units in the Building by bona fide tenants in occupancy on the Filing Date or bona fide purchasers who represent that they intend that they or one or more specified members of their immediate family will occupy the Loft Unit when it becomes vacant.

Because this is a non eviction plan, Non-Purchasing Tenants will not be evicted by reason of conversion of the Property to condominium ownership.

There are 8 Occupied Loft Units in the Building as of the date of submission of this Plan for review to the Department of Law, all of which are subject to the New York City Rent Stabilization Law and Code adopted pursuant thereto. These Units are sometimes hereafter referred to as the "Occupied Units." All other Units are sometimes hereafter referred to as "Renovated Units."

Features of Condominium Ownership

The ownership of a Unit is similar in many respects to the ownership of a private home. Each Unit Owner owns fee title to his Unit and is entitled to the exclusive possession thereof. 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 stand, exterior walls 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 Loft Units, exclusively, including for example, the residential lobby, the residential hallways, storage bins, corridors, the common roof deck, and elevator, these Common Elements being more specifically designated as "Loft Common Elements", (iii) portions of the Building serving and benefiting certain Loft Units, exclusively, such as terraces, these Common Elements being specifically designated as "Limited Loft Common Elements", and (iv) portions of the Building serving and benefitting the Commercial Unit, exclusively, such as certain space on the roof of the Building, the areaway at the rear of the cellar level of the Building, the roof of the cellar at the southern rear of the ground level of the Building and the roof of the first floor at the rear of the second level of the Building, these Common Elements being more specifically designated as "Commercial Limited Common Elements".

Each Unit Owner is obligated to comply with the Declaration of Condominium, as well as the rules and regulations of the Condominium, as the same may be amended from time to time by the Condominium Board.

Subject to certain conditions contained in the By-Laws, each Unit Owner may mortgage his Unit with such lender and in such amount as he chooses. However, Sponsor makes no representations about the financeability of any Unit.

Purchasers should note that in the current real estate market, banks and other lenders may impose various restrictions on loans. Such restrictions include requiring that a certain percentage (such as 70% or more) of the units in a building be sold or under contract to be sold before the lender will consider making a loan. Thus it may be possible for a purchaser to experience difficulty obtaining a loan for a Unit if the

percentage of Units purchased is lower than a lender's particular sales minimum. Moreover, some lenders will not provide financing in a building where an investor other than the original Sponsor has an ownership interest of 10% or more. It may also be difficult for a Purchaser to resell a Unit if prospective buyers are unable to obtain a loan due to the same minimum sale requirements and investor ownership restrictions.

Even once a building undergoes conversion, lenders may still impose minimum sales requirements before granting a loan. It then may be difficult for a purchaser to resell an apartment if prospective buyers are unable to obtain a loan due to such minimum sales requirements.

There are no limitations or restrictions upon the rights of Sponsor to mortgage Unsold Units. Each Unit is separate and will not be subject to the lien of any mortgage placed by other Unit Owners on their respective Units.

The affairs of the Condominium shall be governed by the Condominium Board, who shall be elected by the Unit Owners and Sponsor in accordance with the By-Laws of the Condominium (See the Sections of the Plan entitled "Control By Sponsor" and "Condominium Board" for further details.)

A Unit Owner may decorate and construct the interior of his Unit in any way he desires, subject to compliance with the By-Laws, the Rules and Regulations and Law, and will be solely responsible for the cost of maintenance and interior repairs to his Unit after Closing. Each Unit Owner has exclusive use of any terrace appurtenant to his 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 terrace (including any leaks which are not caused by the negligence of the Unit Owner having access to such terrace) shall be charged to all Loft Unit Owners as a Loft Common Expense. The type, size and quantity of plantings and other installations to be placed on roof decks shall be subject to the prior written approval of the Condominium Board.

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 his Unit be subjected to any lien arising from the non-payment of real estate taxes assessed against other Units. In the opinion of special tax counsel to Sponsor, which opinion is set forth in full in Part II of the Plan, a Loft Unit Owner who itemizes deductions may be eligible, under current law, to deduct from his income for income tax purposes, his real estate taxes and the interest paid on his mortgage, subject to certain exceptions and limitations discussed in the "Attorney's Income Tax Opinion" set forth in Part II of the Plan. (See also the Section of the Plan entitled "Income Tax Deductions to Unit Owners and Tax Status of the Condominium" for further details.)

The Condominium Board will not have the right to approve or disapprove sales or purchasers of Units. With certain exceptions, any sale or lease of a Loft Unit will be subject to a right by the Condominium Board to acquire or lease such Loft Unit or to produce a third party to acquire or lease such Loft Unit on the same terms as were offered to the owner of such Loft Unit. Sponsor and its designees may sell or lease any Unsold Loft Unit without any restriction or limitation. (See the Section of the Plan entitled "Rights and Obligations of Unit Owner - Sales and Leases of Units" for further details.)

The statute concerning condominiums in effect in the State of New York pursuant to which the Condominium has been 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 has been submitted to the provisions of the Condominium Act by recording the Original Declaration by Sponsor, in the City Register's Office. The Condominium will comply with all statutes and regulations applicable to condominiums in the State of New York.

The cost of operating the Building will be borne entirely by the Unit Owners in accordance with the 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 in accordance with Sections 339(i) and (m) of the Condominium Act. Common Expenses shall be either General Common Expenses attributable to all Unit Owners or Loft Common Expenses attributable to Loft Unit Owners only. Common Charges will be assessed against Unit Owners in accordance with the Schedule B allocations or as otherwise set forth in the By-Laws. Loft Common Charges will be assessed against Loft Unit Owners in the same proportion that their respective Loft Units bear to the aggregate Common Interests of all Loft Units. The estimated Common Charges for each Unit for the first year of Condominium operation are set forth in Schedule A.

The undivided percentage interest of each Unit in the Common Elements ("Common Interest" of such Unit) has been determined upon the basis of such Units floor space, location, uniqueness, overall dimensions and similar factors of relative value to other space in the Condominium pursuant to the Condominium Act.

The Loft Common Interest of each Loft Unit in the Loft Common Elements is apportioned in the same proportion that the Loft Unit bears to the aggregate Common Interests of all of the Loft Units in the Condominium. Certain budgeted items (See the "Notes to Schedule B" for further details) are allocated between the Loft Units, and the Commercial Units on a special basis which reflects actual benefit and/or use associated with that particular item of expense or exclusive control of particular Common Elements. The allocated Common Charges payable by the Commercial Unit Owner are sufficient to cover the expenses fairly attributable to that Unit. The aggregate Common Interest of all Units equals 100%. The aggregate Loft Common Interests of all Loft Units equals 100%. The percentage of Common Interests is the basis for determining a Unit Owners share of distribution upon termination of the Condominium. Each Unit's Common Interest and Loft Common Interest, as applicable, and estimate of the Common Charges that will be payable by the owner of each Unit 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".

With certain exceptions, any sale or lease of a Loft Unit will be subject to a right by the Condominium Board to acquire or lease such Loft Unit or to produce a third party to acquire or lease such Loft Unit on the same terms as were offered to the owner of such Unit ("Right of First Refusal"). Sponsor and its designees may sell or lease any Unsold Loft Units without any restriction or limitation. The sale or lease of the Commercial Unit will not be subject to the consent of the Condominium Board or any other Unit Owner. (See the Section of the Plan entitled "Rights and Obligations of Unit Owners", subsection "Sales and Leases of Units", for further details.) Sponsor has been advised that as of the date of acceptance of this Plan, the Right of First Refusal contained in Section 7.2 of the By-Laws shall not have an adverse impact on the ability of a Loft Unit Owner to obtain financing from either Freddie Mac or Fannie Mae lenders.

Fannie Mae provides the compliance requirements of the Right of First Refusal in the Fannie Mae Selling Guide, which is summarized in their Form 1054 "Warranty of Project Legal Documents" as the following:

> "Any right of first refusal in the condominium project documents will not adversely impact the rights of a mortgagee or its assignee to:
>
> (a) Foreclose or take title to a condominium unit pursuant to remedies in the mortgage;

(b) Accept a deed or assignment in lieu of foreclosure in the event of a default by the mortgage; or

(c) Sell or lease a unit acquired by the mortgagee or its assignee."

As of the date of the acceptance of the Plan, Freddie Mac's requirements regarding a Right of First Refusal mirror the Fannie Mae requirements. The By-Laws at Section 7.5(B) comply with (a) though (c) above.

The Condominium Board will be solely responsible for maintaining casualty and liability insurance with respect to the Building, but not for Unit Specific Property, in accordance with the provisions of the By-Laws. Each Unit Owner will be required to maintain, at and from the Closing of Title to his Unit, casualty insurance with respect to "Unit Specific Property", as such term is defined in the By-Laws, as well as liability insurance with respect to occurrences in or about the Unit. All such policies shall contain waivers of subrogation and further provide that the liability of the carriers issuing the insurance maintained by the Condominium Board shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. A Unit Owner will be required to maintain such insurance with respect to occurrences in any Limited Common Element appurtenant to his Unit. The casualty and liability insurance, each with coverage of no less than $1,000,000, shall include the Condominium as an additional insured. The Unit Owner shall provide the Managing Agent with a certificate of insurance evidencing such coverage at Closing and shall provide the Managing Agent with an updated certificate of insurance each year at least 30 days prior to the expiration of such coverages. The certificate should also include a requirement of at least 30 days' notice of cancellation or material change be given to the Condominium. A Unit Owner shall also require any tenant of its Unit to maintain similar coverages from an insurance carrier and to provide the Managing Agent a certificate of insurance evidencing such coverage at the time of lease signing and at each anniversary thereafter. The tenant's certificate must include the Unit Owner and the Condominium as additional insureds and the certificate should include a requirement that at least 30 days' notice of cancellation or material change be given to the Condominium and the Unit Owner. It will be the responsibility of the Unit Owner to obtain the documents required from its tenant and to submit them to the Managing Agent and/or the Condominium.

Each Purchaser of a Loft Unit will be required to make a contribution to the Working Capital Fund of the Condominium. Such contribution, to be made at the time of Closing of the Unit, shall be in an amount equal to two (2) month's Common Charges in effect at the time of closing for each Unit purchased. (See the Section of the Plan entitled "Working Capital Fund" for further details).

In addition to the payment of Common Charges, each Unit Owner will be responsible for the payment of the real estate taxes which will be separately assessed against such Unit Owner's Unit, interest and amortization payments on the mortgage, if any, which such Unit Owner may, at his option, obtain as a lien against his Unit, and charges for electricity consumed in such Unit Owner's Unit.

Except as required in accordance with Section 12-10 of the Zoning Resolution of the City of New York, there are no limitations on who may purchase Units. Under the New York Real Property Law, a condominium unit may be owned by an individual, a corporation, a partnership, an association, a trust or any other entity which is permitted to take title pursuant to New York law. Sponsor hereby reserves the right at any time and from time to time for any reason whatsoever, without the consent of the Board, any Unit Owner or mortgagee, to refuse to approve and execute Purchase Agreements for one or more Loft Units to any person or entity.

In the conversion process of a rental building to condominium status, as in this Building, the plan can be declared effective based on sales of 15% of the Loft Units to tenants or bona fide purchasers for their own occupancy. If the Sponsor exercises its rights to rent Units rather than sell, as disclosed in Special Risk No. 19 and the section of the Plan entitled "Rights and Obligations of Sponsor," purchasers

may be living in a mixed rental/owner-occupied building for an indeterminate period of time and owner-occupants may never gain effective control and management of the Condominium. Residents of the Condominium may be comprised of both Unit Owners and tenants leasing from Sponsor or other Unit Owners. Accordingly, it is possible that a significant proportion of Unit Owners will not be residents of the Building and that a significant portion of tenants in the Building may not be Unit Owners. As a consequence, a Unit Owner seeking to resell or refinance a Unit may experience difficulty. In addition, residents of the Condominium who are not Unit Owners do not share the same economic interests as Unit Owners in the maintenance and care of the Building's facilities and amenities and owner-occupants and non-resident Unit Owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing (i.e., purchase as a home as opposed to as an investment).

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.

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. Other capitalized terms not defined herein shall have the meanings ascribed to them through Part I and Part II of the Plan.

"Adverse Effect", or "adverse effect", as used in the Condominium Documents, shall mean, with respect to any action or proposed change and with respect to any Unit Owner or Unit Owners, that such action or change could, if realized, (i) increase the Common Charges payable by such Unit Owner or Unit Owners by more than 25%, (ii) materially and permanently interfere with such Unit Owner's access to his Unit, or (iii) a decrease in useable square feet by 5% or more is presumption of an "adverse effect". A decrease of usable square feet by less than 5% may have an "adverse effect", dependent upon the circumstances.

"Affiliate" shall mean, with respect to any person (the "subject Person") any person who controls, is controlled by, or is under common control with the subject person.

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

"Building" shall mean the Building known as 57-63 Greene Street Condominium located at 57-63 Greene Street, New York, New York.

"Buildings Department" or "Department of Buildings" shall mean the Department of Building of The City of New York 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 of Title" or "Closing" or "Closing Date" shall mean the date upon which, among other things, a Unit and its appurtenant Common Interest is conveyed to a Purchaser by the delivery by Sponsor to a Purchaser of a deed upon payment by a Purchaser to Sponsor of the balance of the purchase price for the Unit.

"Commercial Limited Common Elements" shall mean those portions of the Common Elements delineated as Commercial Limited Common Elements in the Declaration. The Commercial Limited Common Elements are available exclusively for use by the Commercial Unit Owner and/or the tenants or occupants of the Commercial Unit, as per agreement with the Commercial Unit Owner.

"Commercial Unit" shall mean the one (1) Commercial Unit in the Building designated as such in the Declaration together with its respective Common Interest. To the extent the Commercial Unit is divided, the term "Commercial Unit" shall also include all of the Units resulting from the subdivision of the Commercial Unit.

"Commercial Unit Owner" shall mean the Owner of a Commercial Unit. To the extent the Commercial Unit is further divided, a Commercial Unit Owner shall refer to all owners of Units resulting from the subdivision of the applicable Commercial Unit.

"Commercial Unit's Prohibited Uses" shall mean the following uses: (1) by a foreign or domestic governmental agency for office or other use; (2) as a betting parlor or gambling casino; (3) by a utility

company; (4) as a restaurant, luncheonette or coffee shop or any other food establishment; (5) for the on-premises or off-premises sale of alcoholic beverages, including without limitation, as a bar or liquor store; (6) as a catering or events facility; (7) for the sale of candy, cigarettes, cigars or pipes; (8) as an amusement arcade or for use of video games, pinball machines or other customer-attracting devices; (9) for the playing of amplified music, for live entertainment or music, for dancing or as a discotheque or club; (10) for the sale, display or rental of "adult" or pornographic material via books, magazines, videos or other media; (11) as a medical, psychiatric, abortion, drug or alcohol clinic; (12) as an employment agency or search firm or school or training center; (13) as a psychic or tarot card store; (14) for manufacturing use; (15) for residential use; (16) as a movie theater or theater having live performances; (17) as a dry cleaning establishment or any other establishment which utilizes chemicals or toxic substances; and/or (18) for any illegal use (collectively, the "Commercial Unit's Prohibited Uses").

"Common Charges" shall mean the charges allocated and assessed by the Condominium Board to the Unit Owners, pro-rata, in accordance with their respective Common Interests (except as otherwise provided in the Declaration or in the By-Laws or in the First Year's Budget) to meet the Common Expenses.

Common Charges will be assessed against Unit Owners, based upon the Common Expense item, either in accordance with Common Interests, or as set forth in Article 7 of the Declaration and Article 6 of the By-Laws, based on the proportion of expenses and charges fairly attributable to Units, based on actual usage of particular services and based upon special or exclusive use or availability or exclusive control of particular Common Elements by particular Unit owners. With respect to the Commercial Unit, Common Expenses shall be allocated by the Condominium Board as are fairly attributable to such Unit, provided that such expense items are actually utilized in connection with the operation or occupancy of such Unit, and any such allocation must be based on usage or changes in use or from changed circumstances. General Common Expenses will be assessed against Loft Unit Owners in accordance with their Loft Common Interest.

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

"Common Expenses" shall mean all costs and expenses to be incurred generally by the Condominium Board, on behalf of 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, or with respect 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); (iii) generally, the conduct of the affairs of the Condominium. Common Expenses shall be either General Common Expenses attributable to all Unit Owners or Loft Common Expenses attributable to Loft Unit Owners only; (iv) the amount of real estate taxes for the Loft Unit due and owing prior to the date the Loft Units are separately assessed for real estate tax purposes; and (v) all amounts required to be deposited by Non-Purchasing Tenants pursuant to General Business Law Section 352-eeee. Common Expenses shall be either General Common Expenses attributable to all Unit Owners or Loft Common Expenses attributable to Loft Unit Owners only.

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

"Condominium" shall mean 57-63 Greene Street Condominium which was established pursuant to the terms of the Original Declaration and which is governed pursuant to the terms of the Declaration and By-Laws.

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

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

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

"Construction Lender" means the Initial Construction Lender and any other Institutional Lender which provides funding to the Sponsor to renovate the Building and/or develop and operate the project, including any refinancing or replacement of the construction loan or any loan secured by Unsold Units including any mezzanine loan secured by equity interests in any entity directly or indirectly owning such Unsold Unit), and their respective successors, assigns, and participants.

"Declarant" shall mean Greene Mercer Holdings LLC and any successor or designee of Declarant who (i) acquires the Loft Unit(s) from Declarant and has been afforded the rights of Declarant by way of Declarant's designation and has assumed the obligations of the Declarant; or (ii) has an interest, in whole or in part, in Declarant and has been afforded the rights of Declarant by way of Declarant's designation and has assumed the obligations of the Declarant; or (iii) acquires the assets of Declarant and has been afforded the rights of Declarant by way of Declarant's designation and has assumed the obligations of the Declarant. The Declarant shall have the right to designate a successor or designee with rights afforded to the Declarant hereunder provided such successor or designee assumes the obligations of the Declarant hereunder. Declarant or Sponsor may also include the Loft Unit Mortgagee in accordance with Section 25.1 hereof.

"Declaration" shall mean the Restated and Amended Declaration of Condominium dated _____ _____, 201__, which amended and restated the Original Declaration, the First Amendment to the Original Declaration, and the Second Amendment to the Original Declaration, as such Restated and Amended Declaration of Condominium may be amended from time to time.

"Deposit" shall mean all deposits, (including the Additional Deposit) down-payments, advances or payments made by Purchasers prior to the closing of each individual transaction.

"Effective Date" shall mean the date upon which Sponsor has declared the Plan effective pursuant to the provisions of the General Business Law and Part 23 of Title 13 NYCRR.

"Eligible Disabled Persons": Eligible disabled persons are Non-Purchasing Tenants (as the term "Non-Purchasing Tenant" is only and specifically defined in the Section of the Plan entitled "Rights of Eligible Senior Citizens and Eligible Disabled Persons") who have an impairment which results from anatomical, physiological or psychological conditions, other than addiction to alcohol, gambling, or any controlled substance, which are demonstrable by medically acceptable clinical and laboratory diagnostic techniques, and which are expected to be permanent and which prevent the tenant from engaging in any substantial gainful employment on the date the Attorney General has accepted the Plan for filing, and the spouses of any such tenants on such date, and who have elected within sixty days of the date the Attorney General has accepted the Plan for filing, on forms promulgated by the Attorney General and presented to such tenants by the Sponsor, to become Non-Purchasing Tenants (as the term "Non-Purchasing Tenant" is only and specifically defined in the Section of the Plan entitled "Rights of Eligible Senior Citizens and Eligible Disabled Persons") under New York General Business Law §352-eeee; provided, however, that

if the disability first occurs after acceptance of the Plan for filing, then such election may be made within sixty days following the onset of such disability unless during the period subsequent to sixty days following the acceptance of the Plan for filing but prior to such election, the Sponsor accepts a written agreement to purchase the apartment from a bona fide purchaser; and provided further that such election shall not preclude any such tenant from subsequently purchasing the dwelling unit on the terms then offered to tenants in occupancy under the Plan.

"Eligible Senior Citizens": Eligible senior citizens are Non-Purchasing Tenants (as the term "Non-Purchasing Tenant" is only and specifically defined in the Section of the Plan entitled "Rights of Eligible Senior Citizens and Eligible Disabled Persons") who are sixty-two years of age or older on the date the Attorney General has accepted the Plan for filing, and the spouses of any such tenants on such date, and who have elected, within sixty days of the date the Attorney General has accepted the Plan for filing, on forms promulgated by the attorney general and presented to such tenants by the Sponsor, to become Non-Purchasing Tenants (as the term "Non-Purchasing Tenant" is only and specifically defined in the Section of the Plan entitled "Rights of Eligible Senior Citizens and Eligible Disabled Persons") under the provisions of New York General Business Law §352-eeee. Such election shall not preclude any such tenant from subsequently purchasing the dwelling unit on the terms then offered under the Plan.

"Emergency" shall mean a condition requiring repair or replacement immediately necessary for the preservation or safety of the Building or for the safety of occupants of the Building, or other persons, or required to avoid the suspension of any necessary service in the Building.

"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 the Units or the Unit Owners or necessary or convenient for the existence, maintenance, or safety of the Property. For purposes of illustrating the broad scope of such term and without intention to limit the generality of the foregoing in any respect, the term "Facilities" shall include all systems, equipment, apparatus, convectors, radiators, heaters, converters, heat exchangers, mechanisms, devices, machinery, induction units, fan coil units, motors, pumps, controls, tanks, tank assemblies, installations, condensers, compressors, fans, dampers, blowers, thermostats, thermometers, coils, vents, sensors, shut off valves, other valves, gongs, panels, receptacles, outlets, relays, alarms, sprinkler heads, electric distribution facilities, wiring, wireways, switches, switchboards, circuit breakers, transformers, fittings, siamese connections, hoses, plumbing fixtures, lighting fixtures, other fixtures, bulbs, signs, antennae, telephones, intercom equipment, playground equipment, meters, meter assemblies, scaffolding, piping, lines, ducts, conduits, cables, risers, mains, shafts, pits, flues, locks, hardware, racks, screens, strainers, traps, drains, 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, wallcoverings, trees, shrubbery, flowers, plants, horticultural tubs and horticultural boxes.

"Family Members" shall mean the spouse, children (natural and adopted), stepchildren, grandchildren, siblings, nieces, nephews, parents, parents-in-law, and grandparents of a Loft Unit Owner or the principal of an entity that is a Loft Unit Owner, or a tenant pursuant to a written lease of a Loft Unit Owner, who in each case reside in such Unit Owner's Unit.

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

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

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

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

"Force Majeure" shall mean unavoidable delays due to weather, floods, epidemics, quarantine, restrictions, strikes, lockouts, acts of God, acts of terrorism, freight embargoes, shortages of or inability to obtain materials, equipment or labor, governmental restrictions or preemption, damage by fire or the elements or any other cause over which Sponsor does not have control.

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

"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 Construction Lender" shall mean NRFC.

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

"Institutional Lender" shall mean (i) any real estate investment trust, insurance company, bank, trust company, savings and loan association, savings bank, merchant bank, investment banking or securities company or similar financial institution, commercial credit corporation, pension trust, retirement system or similar fund, any agency of any government or any governmental or quasi-governmental retirement or similar system, whose investments in each instance are regulated by any state or federal governmental or quasi-governmental agency, or any legal entity whose investments are administered by any registered investment advisory company, provided, however, that with respect to each of the foregoing, such entity shall have assets (exclusive of the Loft Unit Mortgage, as defined in Article 25 of the By-Laws) of not less than $100,000,000.00, or (ii) any entity controlled by or under the same control as any of the foregoing entities, or (iii) Sponsor with respect to any purchase money financing it may provide to Purchasers of Loft Units, or (iv) NRFC, its successors and/or assigns, or (v) the holder of a mortgage on the Unsold Loft Units, or (vi) CITIBANK, N.A., its successors and/or assigns.

"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 a trust company, in either event having both an office in the City of New York and a capital surplus and undivided profits of $500,000,000 or more, from time to time appointed to serve as such by the Condominium Board. Provided the Sponsor owns one or more Unsold Loft Unit, for so long as the loan held by the Construction Lender encumbers any Unsold Loft Unit, the Construction Lender shall name a third party to be the Insurance Trustee for losses affecting the Loft and Commercial Units. The Commercial Unit Owner shall have the right to designate a second Insurance Co-Trustee for losses that only affect the Commercial Unit. For as long as CITIBANK, N.A., its successors and/or assigns, holds the mortgage on the Commercial Unit, CITIBANK, N.A., will be the Co-Trustee for losses that only affect the Commercial Unit.

"Land" shall mean the land located in the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of The City of New York as Block 486, Lots 1201 and 1202, and more particularly described in Exhibit A to the Declaration.

"Law" shall mean the laws, resolutions and ordinances of any or all of the Federal, New York State, New York City, County and Borough governments, the rules, regulations, orders and directives of any or all departments, subdivisions, bureaus, agencies, or offices thereof or of any other governmental, public or quasi-public authorities having jurisdiction over the Property and/or the Condominium and/or the direction of any public officer pursuant to law, including but not limited to the New York City Department of Buildings, the Department of City Planning of the City of New York, and the Landmarks Preservation Commission.

"Limited Common Elements" shall mean those portions of the Property (other than the Units) existing for the use and enjoyment of certain Unit Owners or one or more specified Units to the exclusion of all other Unit Owners, as more particularly described in the Declaration, if any. Limited Common Elements are comprised of the Limited Loft Common Elements and the Commercial Limited Common Elements, as same are more particularly described in the Declaration.

"Limited Loft Common Elements" shall mean those portions of the Property (other than the Units) existing for the use and enjoyment of certain Loft Unit Owners or one or more specified Loft Units to the exclusion of all other Unit Owners, as more particularly described in the Declaration. By way of example, certain terraces appurtenant to certain Loft Units are Limited Loft Common Elements.

"Loft Common Elements" shall mean those portions of the Common Elements which are available for common use by all Loft Unit Owners.

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

"Loft Common Interest" shall mean the proportionate undivided interest, expressed as a numerical percentage, of each Loft Unit Owner in the Loft Common Elements. The total of all Loft Common Interest percentages appurtenant to all Loft Units equals 100%. The Loft Common Interests are the basis for determining a Loft Unit Owner's liability for his share of the Loft Common Expense. The Loft Common Interest attributable to each Loft Unit is set forth on Exhibit B annexed to the Declaration.

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

"Loft Unit Owner" shall mean the owner of a Loft Unit.

"Loft Unit's Prohibited Use" shall mean use as (1) as a betting parlor or gambling casino; (2) by a utility company; (3) as a restaurant, luncheonette or coffee shop or any other food establishment; (4) for the on-premises or off-premises sale of alcoholic beverages, including without limitation, as a bar or liquor store; (5) as a catering or events facility; (6) for the sale of candy, cigarettes; cigars or pipes; (7) as an amusement arcade or for use of video games, pinball machines or other customer-attracting devices; (8) as a discotheque or club; (9) for the sale, display or rental of "adult" or pornographic material via books, magazines, videos or other media; (10) as a medical, psychiatric, abortion, drug or alcohol clinic; (11) as an employment agency or search firm or school or training center; (12) as a psychic or tarot card

store; (13) for manufacturing use; (14) as a movie theater or theater having live performances; and/or (15) as a dry cleaning establishment or any other establishment which utilizes chemicals or toxic substances.

"Majority of Loft Unit Owners" shall mean those Loft Unit Owners having more than 50% of the total authorized votes of all Loft Unit Owners who have voting rights (determined in accordance with the terms of Section 4.8 of the By-Laws) who are present, in person or by proxy, and voting at any duly constituted meeting of the Loft Unit Owners at which a quorum is present.

"Majority of Unit Owners" shall mean those Unit Owners having more than 50% of the total authorized votes of all Unit Owners who have voting rights (determined in accordance with the terms of Section 4.8 of the By-Laws) who are present, in person or by proxy, and voting at any duly constituted meeting of the Unit Owners at which a quorum is present.

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

"Mortgage Representatives" shall mean the representatives of the holders of all mortgages encumbering Units, designated by the holders of Institutional Mortgages in accordance with the terms of paragraph (B) of Section 8.6 of the By-Laws.

"Non-Purchasing Tenant" shall mean a person who has not purchased a Loft Unit pursuant to the Plan and who is a tenant of record in the Building entitled to possession on the date this Plan is declared effective. A person who sublets a dwelling unit from a purchaser under the Plan shall not be deemed a Non-Purchasing Tenant.

"Occupied Units" or "Occupied Loft Units" are the Units occupied by rent stabilized tenants as of the date the Plan is submitted to the Attorney General for review.

"Original Declaration" shall mean the instrument creating the Condominium made by Greene Mercer Holdings LLC dated October 12, 2010, and recorded on January 7, 2011 under City Register File No. 2011000007142 in the Office of the Resister of the City and County of New York.

"Owner" shall mean a Unit Owner.

"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 held by an Institutional Lender permitted to be placed upon a Unit pursuant to the provisions of the By-Laws. Any mortgage securing an Unsold Unit shall be a Permitted Mortgage.

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

"Person" shall mean any natural person, partnership, corporation, 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 of the State of New York pursuant to Section 352-e of the General Business Law of the State of New York and any amendments thereto.

"Plans and Specifications" shall mean the plans and specifications for the rehabilitation of the Building which (to the extent required by Law) have been or will be filed with the Department of

Buildings and which may from time to time be amended. Any inconsistency in the Plans and Specifications and the Description of Property and Building Condition contained in Part II of the Plan shall be interpreted in accordance with the Description of Property and Building Condition.

"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 the tenant in occupancy of a Loft Unit in the Building, a prospective Purchase or a Unit Owner, as applicable, following acceptance of this Offering Plan or an amendment thereto for filing by the Department of Law.

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

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

"Purchaser" shall mean a Purchaser of a Loft Unit under a Purchase Agreement.

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

"Renovated Unit" or "Renovated Loft Unit" shall mean each Unit in the Building other than an Occupied Unit or Occupied Loft Unit. An Occupied Unit or Occupied Loft Unit that becomes vacant after the date hereof, shall, at Sponsor's election, become a Renovated Unit.

"Rent Laws" shall mean the (i) New York City Rent Stabilization Law and the Code adopted pursuant thereto, or (ii) New York City Rent Control Regulations, or (iii) New York State General Business Law, Section 352-eeee, or (iv) Rent Regulation Reform Act of 1997, or (v) any codes, rules and regulations promulgated thereunder and any administrative and/or judicial determinations and/or interpretations thereof, to the extent that any or all of the same shall apply to the Property.

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

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

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

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

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

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

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

"Sponsor" shall mean Greene Mercer Holdings LLC and any of its designees, successors, or assigns, and any successor, designee or assign to whom Sponsor's rights have been assigned, provided such successor, designee or assign assumes the obligations of the Sponsor. Declarant or Sponsor may also include the Loft Unit Mortgagee in accordance with Section 25.1 hereof.

"Sponsor's Special Easement Rights" shall have the meaning set forth in Article 9.1(A)(II) of the Declaration.

"Storage Bins" shall mean the individual storage bins that are part of the Loft Common Elements and which will be licensed to Loft Unit Owners at Sponsor's discretion, in accordance with the terms and provisions of the Plan and the Condominium Documents. Sponsor will have the right to (i) license from the Condominium the use of the Storage Bins and (ii) sell the right to use the Storage Bins to purchasers under the Plan.

"Tenant Purchaser" shall include: (a) a bona fide tenant in occupancy on the Filing Date; (b) a bona fide tenant with the right to renew a lease on the Filing Date; (c) a bona fide tenant who has the right to continued occupancy on the Filing Date; (d) a bona fide tenant of record with an unexpired lease on the Filing Date even though the tenant has sublet the Loft Unit or the Loft Unit is not the Tenant Purchaser's primary residence; (e) a bona fide sublessee in occupancy on the Filing Date, if such sublessee sublets from a non-bona fide tenant, or has obtained written permission to purchase the Loft Unit from the bona fide tenant of record; (f) an occupant on the Filing Date entitled to protection under Article 7-C of the Multiple Dwelling Law, and (g) an occupant on the Filing Date entitled to protection under Article 7-B of the Multiple Dwelling Law. Nothing contained herein shall be construed to deprive the Sponsor of any legal remedy for illegal occupancy.

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

"Unit Owner" shall mean any owner of a Unit. All such owners of Units are, collectively, referred to as "Unit Owners".

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

DESCRIPTION OF PROPERTY AND IMPROVEMENTS

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

Location, Acreage and Zoning

The Condominium is located at 57-63 Greene Street in the Borough of Manhattan, City of New York. The Land covers approximately 10,000 square feet.

The Building is located in an M1-5A zoning district within the SoHo Cast Iron Historic District.

On May 1, 2008, the New York City Landmarks Preservation Commission ("LPC") issued a report (MOU 08-9484; LPC 07-5655), as subsequently amended in 2009 regarding unit 402, to the City Planning Commission ("CPC") in support of an application for a special permit (C090100 ZSM) (the "2009 Special Permit") pursuant to Section 74-711 of the Zoning Resolution of the City of New York ("ZR") for a modification of use and bulk at the Building. Such Special Permit allowed for the conversion of 15 units on floors 2 through 6 in the Building to Joint Living Work Quarters for Artists ("JLWQA") and the converson of the first and cellar floors to Use Group 6 retail use.

In its report to the CPC, the LPC found that Sponsor agreed to undertake certain restorative façade work and improvements, described in the Certificate of No Effect 08-9483 (LPC 07-6480) (the "CNE"), to bring the Building up to a sound, first-class condition. The LPC also found that Sponsor had agreed to establish and maintain a program for continued maintenance at the Building, as evidenced by a restrictive declaration (the "Restrictive Declaration") that was recorded against the Building on March 19, 2010.

Sponsor underwent a Uniform Land Use Review procedure ("ULURP") and the application for the Special Permit under the ULURP was approved by the CPC on February 10, 2010 (Cal. No. 4). The City Council did not assume jurisdiction of the application, therefore, approval of the CPC was final and became effective on March 4, 2010.

On June 14, 2012, the CNE was renewed by LPC to allow for the completion of the work described in the CNE.

On March 31, 2014, the CPC, pursuant to CPC Application No. N 140253 under Section 11-42 of the ZR, after reviewing the Application, determined that the facts upon which the Special Permit, C090100 ZSM, was granted have not substantially changed and granted the first 3-year renewal of the Special Permit terminating on March 4, 2017.

There are currently 23 units in the Building. 8 of the units are occupied and the remaining 15 units are vacant.

Sponsor has filed an application for a special permit (the "New Special Permit") to allow a change of use from JLWQA, previously granted by the 2009 Special Permit, to Use Group 2 residential use in the 15 currently unoccupied units on floors 2 through 6. CPC staff has determined that for technical reasons, an amendment of the 2009 Special Permit cannot be filed and that the conversion to residential use requires a New Special Permit. Under the application for the New Special Permit, it is proposed that 15 previously approved JLWQA units be converted to Use Group 2 residential use, and the remaining 8 units of the total 23 units in the Building will remain as JLWQA. As of the date of the acceptance for filing of this Plan, a hearing on the application has not been scheduled. Furthermore, in all

likelihood Sponsor will not proceed with, and will withdraw the application for the New Special Permit. If, however, Sponsor does continue to prosecute the application, there is no guarantee that the Sponsor will be able to obtain from CPC the "New Special Permit" granting Use Group 2 residential use to the vacant units. In the event that the New Special Permit is not granted or if Sponsor withdraws the application for the New Special Permit, the Units would therefore effectively be offered under their current zoning and status as JLWQA units. This designation requires that there be at least one artist certified by the New York City Department of Cultural Affairs living in each Unit.

LPC has indicated that the New Special Permit described above is within the scope of the extensive restoration work already undertaken at the Building and no further work will be required.

The New Special Permit does not seek to change the JLWQA use status of the 8 Occupied Loft Units. In the event a Purchaser of one of the 8 Occupied Loft Units seeks to obtain a permit changing the use status for one of the 8 Occupied Loft Units from JLWQA to Use Group 2 residential use, such Purchaser should undertake his own investigation as to the feasibility of applying for any such permit and obtaining the necessary approvals.

Section 12-10 of the Zoning Resolution of the City of New York requires that any Loft Units with JLWQA use status be used as joint living-work quarters for artists. Joint living-work quarters for artists may be occupied by an artist and his or her family maintaining a common household, with lawful cooking space and sanitary facilities conforming to the requirements of the housing maintenance code, and including adequate work space for the artist or the artists residing therein. An "artist" is a person so certified by the New York City Department of Cultural Affairs ("Department of Cultural Affairs") and generally includes individuals who are regularly engaged in the fine arts (such as painting or sculpture) or in the performing or creative arts (such as choreography and film making or musical composition) on a professional basis ("Certified Artist") and can document to the Department of Cultural Affairs that their need for sizeable space is a fundamental requirement for the practice of their profession. Sponsor makes no representation as to whether any Loft Unit with JLWQA use status will be owned or occupied by a Certified Artist, or as to whether a Purchaser or a member of Purchaser's household is or will qualify as a Certified Artist. A possible consequence of a Loft Unit not being owned or occupied in accordance with Section 12-10 of the Zoning Resolution of the City of New York would be the issuance of a violation by the Department of Buildings of the City of New York against the Building, or against the Loft Unit with JLWQA use status which is not occupied by a Certified Artist. The Department of Buildings may revoke the final certificate of occupancy for the Building in the event the violation is not cured. Such a violation issued against the Building, or the revocation of the final certificate of occupancy may affect all Unit Owners in the Condominium. For example, it may be difficult for purchasers to obtain financing for both initial sales and re-sales of Units.

Improvements - General Description of Units

The Building consists of six (6) stories and one (1) cellar level. There shall be one (1) Commercial Unit and 23 Loft Units. There will be a 4 Storage Bins located in an area in the cellar, which area is a Loft Common Element.

There will not be sufficient Storage Bins in the cellar for each Loft Unit Owner. (See the subsection entitled "Services and Facilities" and the Section of the Plan entitled "Introduction" for further details).

Loft Units

There will be 23 Loft Units located on the 2nd floor through the 6th floor. Those Loft Units will vary in size from a studio to a four bedroom Loft Unit. Purchasers are advised to consult the Floor Plans contained in Part II of the Plan for more details regarding the Loft Units.

Renovation Data for Renovated Units and Common Elements

Sponsor has engaged Marren and Newman Architects to prepare the Description of Property and Building Condition contained in Part II of the Plan. (See the section of the Plan entitled "Identity of Parties" for further details). The Plans and Specifications have been prepared by such architect, Ambrosino, DePinto & Schmeider, Nash Associates LLC and Castrillon Barker & Associates.

Sponsor will be renovating the Common Elements and the Loft Units (other than the Occupied Units) and, at its option, any other Unit that becomes vacant after the date hereof in a manner described in the Description of Property and Building Condition. The renovation of the Renovated Units and the Common Elements will be completed substantially in accordance with the Plans and Specifications, and all applicable Laws. 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 Building Condition," set forth in Part II of the Plan, items of substantially equal or better quality; provided, however: (i) any material change shall be set forth in an amendment to the Plan; (ii) any necessary approval of any governmental authority having jurisdiction is first obtained; and (iii) no such amendments, modifications or substitutions may be made if the same would materially and adversely affect any binding Purchase Agreement unless the same is dictated by renovation conditions at the Property, and in such event, Sponsor will, in the amendment disclosing such change and delivered to the Purchaser(s), offer the affected Purchaser(s) the right, for at least 15 days, to rescind their Purchase Agreement(s) and receive a refund of their Deposit, together with all interest earned thereon. In addition, Sponsor reserves the right to amend the Plans and Specifications to conform with the Description of Property and Building Condition set forth in Part II of the Plan.

Based upon the current schedule, Sponsor contemplates that, unless delayed by Force Majeure, renovation of the Building and the Renovated Units will be sufficiently completed to permit closings of Units to begin on or about April 1, 2016. Prospective Purchasers should note, however, that the Units will be completed at differing times over a period that may begin prior to and/or extend significantly beyond such date. Sponsor will have no liability to any Purchaser, nor will a Purchaser be entitled to any credit, offset or reduction in the purchase price for his Unit or otherwise be relieved from any obligations under the Purchase Agreement, in the event that the First Closing occurs earlier or later than the targeted date or the time to complete or to close title to their Unit is delayed or postponed by Sponsor. In the event the actual or anticipated commencement date of the first year of condominium operation is to be delayed by six months or more, Sponsor will amend the Plan to include a revised budget with current projections and, if a Unit Owner's monthly Common Charges in the amended budget exceed those in the latest budget set forth in the Plan by 25% or more, then Sponsor will offer all Purchasers the right to rescind their Purchase Agreements within no less than 15 days after the Presentation Date of the amendment containing such revised budget. Any Purchasers electing rescission pursuant to such offer will have their Deposits and any interest accrued thereon returned. If the First Closing occurs within 12 months after April 1, 2016, the Sponsor may schedule the closings of title to other Units significantly later than such date. In that case, unless a Purchase Agreement contains an outside closing date, Sponsor is not obligated to schedule a closing within any specified time frame or to ensure that closing of title to a Unit will occur by any date certain.

Sponsor is renovating the Units which are not occupied. Please see the Description of Property and Building Condition contained in Part II of the Plan. As the contemplated renovations to the Units which are not occupied are limited to the interior of a Unit, the renovations are not expected to impact residents of the Building. As also indicated in the Description of Property and Building Condition, Sponsor will also be renovating certain common areas of the Building. Workers will be supervised, and attention will be given to limiting any possible disruption in services to residents of the Building. Any resulting debris will be removed from the Building by Sponsor. There will be limited interruption of

services including water and electricity related to the construction and advance notice will be given to all occupants as these situations arise. As provided for in the Rules and Regulations which appear as an Addendum to the By-Laws, any work relating to renovations will be conducted in the applicable Unit on weekdays (not including legal holidays) and between the hours of 8:30 a.m. and 4:30 p.m. Sponsor does not presently anticipate any other work involving construction. The Description of Property and Building Condition, however, details work which Sponsor has agreed to make to the Property. A Tenant Protection Plan is included in Part II of the Plan.

Services and Facilities

The services and facilities described below will be provided to Loft Unit Owners at no additional cost (other than Common Charges), unless otherwise specified below.

a. Attended Lobby

There will be 12 hour doorman coverage in the lobby of the Building, Monday through Friday, from 8:00 a.m. to 8:00 p.m.

b. Elevator Service

One automatic passenger elevator will be in service 24 hours a day, 7 days a week.

c. Telephone, Cable Television and Internet Service

The common areas of the Building and the Renovated Units will be pre-wired for a telecommunications system and cable access which will provide cable television and telephone services to the Loft Unit Owners ("Telecommunications System"). Internet services shall be available through the telephone or cable system. The charges for primary connections and subsequent monthly fees related to the Telecommunications System and cable and internet service will be determined by, and payable by the Loft Unit Owners directly to the provider(s) servicing the Building.

d. Intercom System

Voice and video intercommunication will be provided from the lobby door to the Loft Units as follows:

Each Renovated Loft Unit will have a wall mounted audio and video station monitor and handset to allow for communication and remote door release of the lobby door. Each Occupied Loft Unit will have a wall mounted audio only handset to allow for communication and remote door release of the lobby door.

A camera, speaker/microphone and pushbuttons will be located at street entry. A camera is also located at the roof level.

e. Mail and Packages

All incoming mail will be delivered to the Loft Unit Owners and Non-Purchasing Tenants by the United States Postal Service and deposited by its personnel in mail boxes located in the lobby. There is a package room located at the cellar level.

f. Building Staff

The Building staff will consist of one part-time non-resident superintendent who will be responsible for maintenance and refuse removal for the Building, and a doorman, who will work Monday through Friday, from 8:00 a.m. to 8:00 p.m.

g. Laundry

Each Renovated Unit will contain a washer and ventless dryer. There will not be a separate laundry room located in the Building. Sponsor makes no representation about whether washers and dryers are contained in the Occupied Units.

h. Refuse Disposal

Refuse will be picked up in the Trash Room located on each of floors 2 through 6 by the Building superintendent on a daily weekday basis and held in the Refuse Storage Room in the cellar, and will be left outside the Building by the superintendent for collection by the New York City Sanitation Department.

i. Smoke Detectors and Carbon Monoxide Sensor/Sprinklers

Each Loft Unit is furnished with a 120 volt combination type carbon monoxide sensor and smoke detector. Additionally, the Building will be sprinklered.

j. Storage Bins

There will be 4 Storage Bins in varying sizes located in the cellar. See the Section of the Plan entitled "Introduction", subsection "Offering of Storage Licenses", for information as to how the right to use a Storage Bin will be offered to Purchasers.

During the Initial Control Period, the Condominium will not charge any fee or maintenance charge for the usage of the Storage Bins. After the Initial Control Period, the Condominium Board reserves the right to impose appropriate fees for use of these facilities which will be paid into the operating account of the Condominium (and not to Sponsor's account). Furthermore, while it is anticipated that the services described above will be available at the time of the First Closing, prospective Purchasers should note that some of these services (such as full staff) may not be available until a later date (in no event later than 3 months from the First Closing). Any interim level of staffing will be adequate to maintain the Building during this period.

COMMERCIAL UNIT

As more particularly described in the "Declaration of Condominium" and in the "Description of Property and Building Condition" contained in Part II of the Plan, the Building contains one Commercial Unit which is located on a portion of the cellar level and on the ground floor of the Building.

The Declaration provides that the Commercial Unit can be used for any purpose permitted by applicable Law, except that under no circumstances whatsoever shall the Commercial Unit or any part thereof be used: (1) by a foreign or domestic governmental agency; (2) as a betting parlor or gambling casino; (3) by a utility company; (4) as a restaurant, luncheonette or coffee shop or any other food establishment; (5) for the on-premises or off-premises sale of alcoholic beverages, including without limitation, as a bar or liquor store; (6) as a catering or events facility; (7) for the sale of candy, cigarettes, cigars or pipes; (8) as an amusement arcade or for use of video games, pinball machines or other customer-attracting devices; (9) for the playing of amplified music, for live entertainment or music, for dancing or as a discotheque or club; (10) for the sale, display or rental of "adult" or pornographic material via books, magazines, videos or other media; (11) as a medical, psychiatric, abortion, drug or alcohol clinic; (12) as an employment agency or search firm or school or training center; (13) as a psychic or tarot card store; (14) for manufacturing use; (15) for residential use; (16) as a movie theater or theater having live performances; (17) as a dry cleaning establishment or any other establishment which utilizes chemicals or toxic substances; and/or (18) for any illegal use (collectively, the "Commercial Unit's Prohibited Uses").

All or any part of the Commercial Unit may be leased or subleased by the Owner of the Commercial Unit.

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

No representation is made with respect to the ownership of all or any portion of the Commercial Unit or who the tenants of any portion of that Unit may be at any time or as to the uses to which any portion of the Unit may be put at any time.

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

(i) Subject to the requirements of the Landmarks Preservation Commission of the City of New York, the Commercial Unit may be divided into two or more units or subdivided for leasing purposes, and the Owner of the Commercial Unit shall have the right, without the approval of the Condominium Board, the Selling Agent, the Managing Agent, the Loft Unit Owners, or representatives of holders of mortgages on Loft Units, at the Commercial Unit Owner's cost and expense, to make alterations, additions, improvements, or repairs in or to the Commercial Unit and the Commercial Limited Common Elements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, provided however that such alterations do not materially or adversely affect any Common Element or any Building-wide system or any Loft Unit, and to subdivide the Commercial Unit;

(ii) the Owner of the Commercial Unit shall have the right to make all arrangements for the prompt repair and restoration of the Commercial Unit to the extent they are damaged or destroyed by fire or other casualty;

(iii) the Declaration, the By-Laws and Rules and Regulations may not be amended or modified so as to adversely affect the Owner of the Commercial Unit and/or the Commercial Unit without the prior written consent of the Owner of the Commercial Unit;

(iv) The Commercial Unit Owner shall have an easement, to the extent permitted by Law and specifically the New York City Landmarks Preservation Commission, to erect, maintain, repair and replace, from time to time, one or more signs, on the exterior of the Commercial Unit for the purpose of advertising the sale or lease of all or any portion of the Commercial Unit and the operation of any business of a tenant or occupant of all or any portion of the Commercial Unit. The size, location, design and lighting of any such sign shall be in compliance with all applicable Law, including without limitation, the New York City Landmarks Preservation Commission and shall not require the consent of the Condominium Board or any other Unit Owner. Notwithstanding the foregoing, neon and fluorescent and/or flashing signs or any other illuminated sign which creates a nuisance for the Loft Unit Owners and/or Sponsor, and their tenants and occupants and any other Unit Owners, their tenants and occupants, shall not be permitted, and nor shall any signs which are indecent, lewd, immoral, unlawful, or contain any profanities as determined by Sponsor and/or the Condominium Board be permitted;

(v) notwithstanding any sub-division of the Commercial Unit, the Owner of the Commercial Unit shall have the right to designate 1 member to the 5 member Condominium Board;

(vi) members of the Condominium Board designated by the Owner of the Commercial Unit may only be removed by the Owner of the Commercial Unit, who alone will have the right to designate a replacement;

(vii) any decisions by the Condominium Board which solely affect the Commercial Unit and do not result in any Common Charge or Special Assessment imposed on Loft Unit Owners may be made only with the consent of the member of the Condominium Board designated by the Owner of the Commercial Unit;

(viii) The Commercial Unit Owner and its tenants having equipment on the Commercial Limited Common Element shall have a right of access via the elevator or the stairs, which are each Loft Common Elements, and across that portion of the roof over the top floor of the Building which is a Limited Loft Common Element or a General Common Element, if any, solely for the purpose of gaining access to that portion of the roof over the top floor of the Building which is a Commercial Limited Common Element in order to use or replace existing equipment or to use, maintain and repair the Commercial Limited Common Element and the equipment thereon on the roof over the top floor of the Building. This right of access shall be exercised by the Commercial Unit Owner in a reasonable and accessible location designated from time to time by the Sponsor, or once the Sponsor no longer owns any Loft Unit(s) then by the Condominium Board and in such a manner as will not unreasonably interfere with the other Units Owners, the Common Elements, or any category of Common Elements to be established by Sponsor. In the event that the Commercial Unit Owner requires access to that portion of the roof over the top floor of the Building which is a Commercial Limited Common Element, then the Sponsor, or once the Sponsor no longer owns any Unit(s) then the Condominium Board shall provide reasonable access (in an accessible location designated from time to time by the Sponsor, or by the Condominium Board as the case may be) at reasonable times to the Commercial Limited Common Elements provided that a representative of Sponsor or the Condominium Board or the managing agent of the Condominium is present during all such times of access. The Commercial Unit Owner, the authorized

agents of the Commercial Unit Owner, the tenants of the Commercial Unit Owner, and the licensees and invitees of the foregoing, who are physically handicapped, will have a right of access through the Loft lobby, which is a Loft Common Element, to use the elevator, which is a Loft Common Element, for the limited purpose of entering and leaving the portion of the cellar level of the Building which comprises the Commercial Unit. Such right of access shall be exercised with reasonable care. The Commercial Unit Owner, the tenants of the Commercial Unit, the authorized agents of the Commercial Unit Owner, the authorized agents of the tenants of the Commercial Unit, and the authorized agents of the tenants of the Commercial Unit Owner will have a right of access (a) through the Loft lobby, Lobby A, which is a Loft Common Element, to use the elevator, which is a Loft Common Element, to gain access to the cellar for the purpose of installing, maintaining, replacing and effecting repairs to any equipment or machinery servicing the Commercial Unit and located in the cellar, and (b) through the Loft lobby, Lobby A, which is a Loft Common Element, to use the elevator, which is a Loft Common Element, for the purpose of installing, maintaining, replacing and effecting repairs to any equipment servicing the Commercial Unit and located on the roof. Such rights of access shall be exercised with reasonable care and in the presence or the knowledge of either the superintendent/porter or a representative of the Managing Agent.

(ix) The Commercial Unit Owner may change the certificate of occupancy for the Building as it applies to the Commercial Unit only, provided that such change: (i) does not permit any of the Commercial Unit's Prohibited Uses; (ii) only permits retail use pursuant to Use Group 6 (or the then equivalent Use Group that permits the Commercial Unit to be used only for retail use); and (iii) does not adversely impact, in any way whatsoever, as determined by the Sponsor, on the use of any or all of the Loft Units or any contemplated use of the Loft Units, or when the Sponsor no longer own any Loft Units, then as determined by the Condominium Board;

(x) The Commercial Unit Owner shall have the right to maintain the existing Verizon equipment and to erect any additional, replacement or modified communications equipment of substantially similar kind to the existing Verizon equipment, but subject to applicable provisions, including restrictions, as to the size and location of such equipment, and to use, lease, license, maintain, repair, replace and operate such communications equipment, as permitted by applicable Law, on the Commercial Limited Common Elements or any part thereof located on the designated area on the roof over the top floor of the Building and subject to the other applicable terms. In connection therewith, the Commercial Unit Owner shall have the right: (i) to use, repair and maintain the existing Verizon equipment and to install any replacement or modified equipment or additional equipment provided that any such replacement or modified or additional equipment is of substantially similar kind and does not exceed the size of the existing Verizon equipment located on the Commercial Limited Common Elements located on the roof of the Building and further provided that any such replacement or modified or additional equipment shall only be located on the Commercial Limited Common Elements or any part thereof located on the designated area on the roof over the top floor of the Building, and further provided, that any such replacement or modified or additional equipment does not disturb or materially or adversely affect any Common Element or any Building-wide system or any Loft Unit; and (ii) to use, repair, replace and maintain the existing wiring in the existing conduits and pathways that service the existing Verizon equipment and to install new wiring in the existing conduits and pathways necessary to operate such Verizon equipment or any replacement or modified or additional equipment, and to use, maintain, repair and replace the existing conduits and pathways, provided,

however, that no such wiring, conduits and/or pathways shall push through or into any Unit, other than the Commercial Unit, or any Common Element (other than the Commercial Limited Common Element and other than the existing conduit located in the General Common Element in the basement of the Building which services the existing Verizon equipment) or any other category of Common Elements to be established by Sponsor, unless the Sponsor consents to same or when the Sponsor no longer owns any Units, then the Condominium Board consents to same and further provided that the existing conduits and pathways which contain the wiring shall not be repaired, replaced, expanded, relocated or altered unless the Sponsor consents to same or when the Sponsor no longer owns any Units, then the Condominium Board consents to same. The Commercial Unit Owner shall be entitled to all income and profit derived in connection with the usage or transfer of such rights. The Commercial Unit Owner shall not use the Commercial Limited Common Elements or any equipment installed thereon pursuant to the terms contained herein, in such a manner as will unreasonably disturb or materially or adversely affect the other Unit Owners, the Common Elements (including any other category of Common Elements to be established by Sponsor), the Loft Common Elements, the Limited Loft Common Elements or the Loft Units.

The Common Charges payable by the Commercial Unit are sufficient to cover the expenses fairly attributable to the Commercial Unit.

(xi) The Commercial Unit shall include the storefront of the Building, including without limitation, the windows of such storefront, and the Commercial Unit Owner shall be responsible for the repair, maintenance and replacement of such storefront.

(xii) The Commercial Unit Owner shall provide to the Condominium Board a 24/7 contact person in order to gain access to the Commercial Unit and/or a Commercial Limited Common Element in the event of an Emergency. In the event of an Emergency involving imminent threat of injury to human life or safety or to property damage, if the Condominium Board or its employees or agents are unable to reach such contact person, the Condominium Board and its agents and employees may break down the door(s) to the Commercial Unit and/or a Commercial Limited Common Element without any liability or recourse and the Commercial Unit Owner shall defend, indemnify and hold harmless the Condominium Board, its agents and employees from any and all loss, damage and claims arising therefrom.

LOCATION AND AREA INFORMATION

Location

The Condominium is located at 57-63 Greene Street, in the Borough of Manhattan, City of New York, between Spring Street and Broome Street on the northerly side of Broome Street.

Surrounding Area, Shopping, Museums and Theatre

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

Near the Condominium there are, in addition to similar luxury condominium and cooperative residences, rental buildings, office buildings, museums, restaurants, art galleries, hotels, schools, churches and a preeminent collection of the world's finest commercial establishments. The neighborhood blends quality and convenience for its residents' day-to-day necessities including supermarkets, drugstores, dry cleaners and banks, all of which are located in close proximity to the Condominium.

57-63 Greene Street Condominium is a short walk from parks, entertainment and some of the best restaurants New York City has to offer.

Transportation

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

Transportation to and from the Condominium and through New York City, is available by taxi, limousine, private automobile, subway or bus. A number of commercial parking garages are located nearby.

Medical, Educational and Religious Facilities

A number of excellent medical centers, such as New York Hospital, Cornell Medical Center, Memorial Sloan Kettering, Lenox Hill Hospital, New York University Medical Center, Mt. Sinai Medical Center and Columbia Presbyterian Medical Center are readily accessible.

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

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

Municipal Services

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

The local police station is the 1st Precinct, located at 16 Ericsson Place, New York, New York.

The local fire station is Engine 55, located at 363 Broome Street, New York, New York.

The Sponsor makes no representation as to the continued existence of any of the aforementioned establishments.

SCHEDULE A – PURCHASE PRICES OF UNITS AND RELATED INFORMATION

Schedule A

57-63 Greene Street Condominium

57-63 Greene Street
New York, New York 10012

OFFERING PRICES & RELATED INFORMATION
PROJECTED COMMON CHARGES AND REAL ESTATE TAXES ARE FOR
THE FIRST YEAR OF CONDOMINIUM OPERATION: JANUARY 1, 2016 - DECEMBER 31, 2016

UNIT	RENTAL STATUS	NUMBER OF BEDROOMS/ BATHROOMS	APPROXIMATE UNIT SQUARE FOOTAGE	APPROXIMATE TERRACE SQUARE FOOTAGE	OFFERING PRICE TO TENANT PURCHASERS	OFFERING PRICE TO NON-TENANT PURCHASERS	GENERAL COMMON INTEREST	LOFT COMMON INTEREST	PROJECTED MONTHLY COMMON CHARGES	PROJECTED MONTHLY REAL ESTATE TAXES	PROJECTED MONTHLY TOTAL CARRYING CHARGES
		(1)	(2)	(2)	(3)	(3)	4(a)	4(b)	(5)	(6)	(7)
2A	Vacant	1/1	937	-	$ 2,300,000	$ 2,300,000	1.87%	2.34%	916.85	1,073.51	1,990.36
2B	Stabilized**	0/1	1,129	-	$ 2,575,000	$ 2,575,000	2.18%	2.73%	1,069.65	1,252.43	2,322.08
2C	Stabilized	0/1	1,287	-	$ 2,780,000	$ 2,780,000	2.48%	3.10%	1,214.63	1,422.17	2,636.80
2D	Stabilized	0/1	1,623	-	$ 2,650,000	$ 2,650,000	3.12%	3.90%	1,528.08	1,789.19	3,317.27
2E	Vacant	1/2	1,446	-	$ 2,750,000	$ 2,750,000	2.76%	3.45%	1,351.76	1,582.74	2,934.50
2F	Vacant	1/2	1,571	-	$ 3,000,000	$ 3,000,000	3.00%	3.75%	1,469.31	1,720.37	3,189.68
3A	Vacant	3/3	2,400	-	$ 6,250,000	$ 6,250,000	4.78%	5.98%	2,343.05	2,743.42	5,086.47
3B	Stabilized	0/1	1,569	-	$ 3,675,000	$ 3,675,000	3.06%	3.83%	1,500.65	1,757.07	3,257.72
3C	Stabilized	0/1	1,162	-	$ 2,150,000	$ 2,150,000	2.24%	2.80%	1,097.08	1,284.54	2,381.62
3D	Vacant	1/2	1,242	-	$ 2,400,000	$ 2,400,000	2.40%	3.00%	1,175.44	1,376.30	2,551.74
3E	Vacant	1/2	1,336	-	$ 2,600,000	$ 2,600,000	2.58%	3.22%	1,261.64	1,477.23	2,738.87
4A	Vacant	1/1	999	-	$ 2,500,000	$ 2,500,000	2.01%	2.51%	983.46	1,151.50	2,134.96
4B	Stabilized	0/1	1,399	-	$ 3,090,000	$ 3,090,000	2.76%	3.45%	1,351.76	1,582.74	2,934.50
4C	Stabilized	0/1	1,543	-	$ 3,405,000	$ 3,405,000	3.04%	3.80%	1,488.90	1,743.31	3,232.21
4D	Vacant	3/3.5	2,407	-	$ 5,000,000	$ 5,000,000	4.73%	5.91%	2,315.63	2,711.31	5,026.94
4E	Stabilized	0/1	1,422	-	$ 2,390,000	$ 2,390,000	2.77%	3.46%	1,355.68	1,587.33	2,943.01
5A	Vacant	2/2	1,953	-	$ 5,150,000	$ 5,150,000	3.98%	4.98%	1,951.24	2,284.65	4,235.89
5B	Vacant	2/2.5	2,069	-	$ 5,450,000	$ 5,450,000	4.23%	5.29%	2,072.70	2,426.87	4,499.57
5C	Vacant	2/2.5	1,768	-	$ 3,750,000	$ 3,750,000	3.58%	4.48%	1,755.33	2,055.27	3,810.60
5D	Vacant	2/2.5	1,928	-	$ 4,500,000	$ 4,500,000	3.91%	4.89%	1,915.99	2,243.36	4,159.35
PH A	Vacant	4/4	3,597	1,042 *	$ 12,950,000	$ 12,950,000	8.71%	10.89%	4,266.88	4,995.96	9,262.84
PH B	Vacant	2/2.5	1,923	758 *	$ 5,195,000	$ 5,195,000	4.58%	5.72%	2,241.19	2,624.14	4,865.33
PH C	Vacant	2/2	2,178	779 *	$ 6,145,000	$ 6,145,000	5.22%	6.52%	2,554.64	2,991.15	5,545.79
Loft Units Total			**38,888**	**2,579**	**$ 92,655,000**	**$ 92,655,000**	**80.01%**	**100.00%**	**39,181.54**	**45,876.56**	**85,058.10**
Commercial Unit Total			**14,436**	**0**	**Not Offered**	**Not Offered**	**19.99%**	**0.00%**	**5,328.45**		
Grand Total			**53,324**	**2,579**			**100.00%**	**100.00%**	**44,509.99**		

* The terrace for each of units PH A, PH B and PH C includes approximately 110 square feet of interior bulkhead space.

** See Special Risk 57.

Storage Bin Licenses:

Unit	Square Footage	Amount
1	70	56,000
2***	132	105,600
3***	38	30,400
4	35	28,000
Total	**275**	**220,000**

*** *Subject to an existing lease*

NOTES TO SCHEDULE A

(1) Prospective Purchasers should refer to the Floor Plans included in Part II of the Plan for an approximation of the dimensions and typical layouts of Units, where available. The number of rooms in each Unit was determined by Sponsor's architect in accordance with New York City industry practice for new construction condominiums and does not necessarily conform to the Zoning Board count or the methods used by the Real Estate Board of New York, Inc. Each Unit should be inspected to determine its actual dimensions, layout and physical condition prior to Closing.

(2) The square foot area and dimensions of the Units listed in Schedule A or in the Declaration are approximate and may vary and were obtained by using the methods described in the Declaration and customarily used in New York City to measure condominium apartments. As is customary in measuring residential square footages in the City of New York, estimated dimensions and floor area will significantly exceed the Unit's useable floor area and will include square footage allocable to some parts of the Common Elements. Any Common Elements located within a Unit shall not be considered a part of such Unit. The square foot areas allocated to terraces are deemed Limited Loft Common Elements and are not included in a Unit's square foot calculation.

The actual dimensions, configuration and fenestration (collectively, "unit layout") of a Unit may vary from its Floor Plan due to: (a) changes required by the Buildings Department or other government authorities having jurisdiction; (b) site or other construction conditions; (c) normal construction allowances and variances; and (d) varied masonry bearing wall thicknesses. Purchasers will not be excused from their obligations under the Purchase Agreement: (a) in the event of minor inaccuracies in a Unit's size (a diminution of size of less than 5% of the useable floor area of the Unit, exclusive of interior partitions) or (b) if the Unit is sufficiently completed (with boundary walls and interior partitions installed) and available for inspection before a Purchase Agreement is executed, in which case the unit layout as actually constructed shall supercede and govern any variation, substantial or otherwise, from any and all Floor Plans, drawings and diagrams. In the event the actual useable square footage of the Unit, using the methods described in the Declaration, is diminished by more than 5% of the square footage set forth on the Floor Plans, then Purchaser's sole remedy shall be to rescind the Purchase Agreement and receive its Deposit and any interest earned thereon.

The ceiling heights for the Units and/or Common Elements as set forth in the "Description of Property and Building Condition" or the Floor Plans in Part II of the Offering Plan are approximate and may vary in certain areas due to field conditions at the Property.

(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. THESE PRICES HAVE BEEN SET BY SPONSOR AND ARE NOT SUBJECT TO REVIEW OR APPROVAL BY THE DEPARTMENT OF LAW OR ANY OTHER GOVERNMENT AGENCY. The effect of this, as well as the right of Sponsor to change purchase prices, is more particularly discussed in the Section of the Plan 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 Unit at the time of Closing.

The prices listed under the column entitled "Offering Price to Tenant Purchasers" are the prices that Sponsor will offer to Tenant Purchasers during the Exclusive Purchase Period. OFFERING PRICES HAVE BEEN SET BY SPONSOR AND ARE NOT SUBJECT TO REVIEW OR APPROVAL BY THE DEPARTMENT OF LAW OR ANY GOVERNMENTAL AGENCY.

(4) (a) The percentage interest of each Unit (the Commercial Unit and the Loft Units) in the Common Elements ("General Common Interest") is based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit in accordance with the provisions of subsection 339-i(1)(iv) of the Condominium Act. The General Common Interest is used as one factor for computing the monthly Common Charges to be paid by all Unit Owners.

(b) The percentage interest of each Loft Unit in the Loft Common Elements ("Loft Common Interest") is apportioned in the same proportion that the Loft Unit bears to the aggregate Common Interests of all of the Loft Units in the Condominium. This Loft Common Interest is used to allocate the responsibility for payment of certain Common Expenses which are solely related to the Loft Units, the Limited Loft Common Elements and the Loft Common Elements.

(5) The estimated monthly Common Charges for each Unit are based on the Schedule B - First Year's Budget, on the assumption that the first year of Condominium operation will be the year from January 1, 2016 through December 31, 2016. The actual first year of Condominium operation may be earlier or later than such year. In addition to these estimated payments, each Loft Unit Owner will be responsible for real estate taxes on the Loft Unit, mortgage payments under a loan, if any, obtained to finance the purchase of his Loft Unit, the cost of electricity supplied to his Loft Unit which will be separately metered and payable directly to the utility company, the cost of any insurance which he may must obtain for his Unit, and the cost of interior repairs and decorations to his Unit. See the Section of the Plan entitled "Schedule B-1 – Budget for Individual Energy Costs" concerning estimates of certain electric costs for the Loft Units.

As discussed in the Section of the Plan entitled "Description of Property and Building Condition" subsection "Services and Facilities", the full range of services and facilities described in the Plan may not be provided until a later date (but in no event later than three (3) months after the First Closing).

(6) Real estate taxes payable with respect to all Loft Units for the first year of Condominium operation, commencing January 1, 2016 and ending December 31, 2016, subsequent to the sub-division of Lot 1202 into 23 Loft Units, have been estimated by Boris Saks, Esq., PLLC ("Saks"), 1732 East 12th Street, Brooklyn, New York 11229. As indicated in the real estate tax projection of Saks, dated September 10, 2015, the New York City Department of Finance, Real Property Assessment Department, currently employs three recognized methods of appraisal in order to arrive at a market value. These methods are the cost of construction method, the capitalization of pre real estate tax net income method and the comparable sales price method. The cost of construction method is based on the theory that the value of a property is reflected by adding the hard and soft costs of construction to the cost of acquiring the land. Capitalization of pre real estate tax net income is based upon the principal idea that the estimated pre real estate tax net income generated by the property, divided by the rate of return (adjusted for the payment of real estate taxes), yields an accurate estimate of market value. The comparable sales price method arrives at a value by surveying sales prices of properties of comparable size, location and use which were sold relatively proximate to the valuation date. Additionally, state law requires that the New York City Department of Finance value cooperatives and condominiums as if they

are rental apartment buildings. This means that the New York City Department of Finance's value estimate is not based on sales prices, but rather on an estimate of the rent that would be charged for the units in the cooperative and/or condominium building if the units were rental apartments. In setting a market value, the assessor will typically use one, two or a combination of all three methods to arrive at an assessed value.

For the 2013/14 tax year, the New York City Department of Finance set a market value of $7,902,046 which resulted in an Actual Assessment of $3,555,921 and a Transitional Assessment of $3,424,570. The applicable class 4 tax rate in 2013/14 was 10.323%.

For the 2014/15 tax year, the New York City Department of Finance set a market value of $8,446,771 which resulted in an Actual Assessment of $3,801,047 and a Transitional Assessment of $3,491,736. The applicable class 4 tax rate in 2014/15 was 10.684%.

For the 2015/16 tax year, the New York City Department of Finance has estimated the market value to be $8,569,000 for the subject tax lot. This resulted in an Actual Assessment of $3,856,050 and a Transitional Assessment of $3,661,632. At a class 4 tax rate of 10.684%, the taxes payable for the 2015/16 tax year are $391,208. As a result, the taxes payable for the period of January through June of 2016 will be $195,604.

For purposes of taxation, the New York City Department of Finance divides real property into four tax classifications. Tax Class 1 includes most residential property of up to three units, vacant land that is zoned for residential use, and most condominium buildings that are not more than three stories. Tax Class 2 includes all other property that is primarily residential, such as apartment buildings, cooperatives and condominiums. Tax Class 3 includes property with equipment owned by a gas, telephone or electric company. Tax Class 4 includes all commercial and industrial property, such as office or factory buildings. Upon conversion to condominium ownership, Lot 1202 should be classified as a Tax Class 2.

Conciliation of the three methods of appraisal results in an estimate of fair market value of approximately $12,000,000 for tax year 2016/17. At the present time, the New York City Department of Finance assesses Tax Class 2 properties at 45% of its market value. As a result, the projected Actual Assessed Values for the property will be approximately $5,400,000 for the 2016/17 tax year. The current tax rate for Tax Class 2 properties is 13.145%. Therefore, the projected real estate taxes for the 2016/17 tax year are approximately $709,830. As a result, the taxes payable for the period of July through December 2016 are estimated to be $354,915. The taxes payable for January through December 2016 are estimated to be $550,519.

No warranty or guarantee is made that the actual assessed values for Lot 1202 will be as projected above, that the projected tax rate will be in effect for all or any portion of Lot 1202 during the first year of Condominium operation subsequent to the sub-division of Lot 1202 into 23 Loft Units, or the real estate taxes will be allocated among Units in proportion to the appurtenant Common Interests. In no event will Sponsor, Sponsor's counsel, Sponsor's real estate tax consultant, the Selling Agent or any offeror hereunder be liable to any Purchaser, nor will any Purchaser have the right to rescind his Purchase Agreement, in the event the projected assessed valuations and/or tax rates differ from those projected.

In arriving at the assessed valuation for each Loft 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 Office of the City Register. It is expected that the apportionment of the assessed valuation for Lot 1202 will be based on the Loft Common Interest

percentages set forth in the Condominium Declaration if such percentages are rationally and fairly determined.

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 his Unit be subject to any lien arising from the non-payment of real estate taxes assessed against other Units.

Neither Sponsor, Sponsor's counsel, Sponsor's real estate tax consultants or Selling Agent make any representations or warranties that the projected tax rates for the tax years 2015/2016 and subsequent years will be adopted by the New York City Council. As such, the projected real estate taxes set forth herein may vary greatly. In no event will Sponsor, Sponsor's counsel, Sponsor's real estate tax consultant, the Selling Agent or any offeror hereunder be liable to any Purchaser, nor will any Purchaser have the right to rescind his Purchase Agreement, in the event projected tax rates vary.

There can be no assurance that there will not be a further increase in the assessed valuation of the Loft Units comprising Lot 1202 and/or an increase in the tax rate above those projected for tax years 2015/2016 or subsequent years.

If on the date of the First Unit Closing each of the Loft Units shall not have been separately assessed as an independent tax lot, then until such time as said independent tax assessment shall be made and in effect, each Loft Unit Owner, including Sponsor, shall be nonetheless responsible for the cost of their proportionate amount of the aggregate real estate tax for Lot 1202 as determined by their percentage of Loft Common Interest, multiplied by the aggregate real estate taxes assessed against Lot 1202 as apportioned to all the Loft Units.

In the event the Loft Units have not been separately assessed for real estate tax purposes prior to the First Closing, Sponsor shall pay the real estate taxes due for the fiscal one-half year in which the First Closing takes place. For any period of time occurring after the fiscal one-half year in which the First Closing occurs, and until the Units are separately assessed and billed, each Loft Unit Owner will pay to the Condominium his pro rata share (in the proportion that his Unit's Loft Common Interest bears to the aggregate Loft Common Interest of all Loft Units) of all real estate taxes and assessments with respect to Lot 1202. The Condominium will pay such taxes either to the New York City Department of Finance or directly to Sponsor if Sponsor has already paid real estate taxes for such period. If any Loft Unit Owner fails to pay his pro rata share as set forth above, the Condominium will have a lien on such Loft Unit for non-payment thereof, as if such charges were Common Charges. At such time as a Loft Unit is separately assessed and separately billed, the Unit Owner will be responsible to pay such taxes directly to the taxing authority.

At Unit closings, individual purchasers shall adjust real estate taxes with the Sponsor from the midnight preceding the date of the Unit closing through the end of the tax period within which the closing date occurs. If no separate Unit apportionment has yet occurred, such adjustment shall be on the basis of the percentage of Loft Common Interest attributable to such Loft Unit. If a subsequent adjustment need be made when the tax lots are apportioned to correct any discrepancy between the adjustment on the basis of actual apportionment, it shall be made at that time. Should tax lots not be apportioned by the end of the tax period in which a Unit closing occurs, or such later period for which the Condominium has not collected from a Unit Owner, Sponsor shall be entitled to reimbursement from the Unit Owner for taxes as they are paid by Sponsor. Such reimbursement shall be per such Unit Owner's percentage of Loft Common Interest.

Applicable deductions for real estate taxes may vary in future years as a result of changes in real estate taxes resulting from (i) changes in assessed valuation, (ii) changes in the tax rate, and (iii) changes in the method of assessing Lot 1202.

(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 Loft Unit Owners.

A Purchaser of a Unit will be required to make a contribution at the Closing of Title to his Unit to the Working Capital Fund of the Building. The contribution shall be in an amount equal to 2 month's Common Charges in effect at the time of the Closing of such Unit. (See the Section of the Plan entitled "Working Capital Fund and Apportionments" for further details). As of May 28, 2015 the aggregate monthly rental payments payable to Sponsor for the 8 Occupied Loft Units was in the amount of $7,833.88.

SCHEDULE B – FIRST YEAR'S BUDGET

Schedule B

57-63 Greene Street Condominium

57-63 Greene Street
New York, New York 10012

Projected Budget for the First Year of Condominium Operation
January 1, 2016 -December 31, 2016

	Total	Commercial Unit	Loft Units
PROJECTED INCOME:			
Loft Unit Common Charges (1)	470,178	-	470,178
Commercial Unit Common Charges (1)	63,941	63,941	-
TOTAL PROJECTED INCOME	**534,120**	**63,941**	**470,178**
PROJECTED EXPENSES:			
Labor & Related Expenses (2)	129,900	7,395	122,505
Repairs, Maintenance and Supplies(3)	55,000	-	55,000
Insurance (4)	72,227	14,438	57,789
Service Contracts (5)	27,400	1,100	26,300
Water and Sewer(6)	35,550	7,106	28,444
Gas - Heating, Hot Water and Cooking (7)	65,745	12,285	53,460
Electric (8)	40,163	-	40,163
Management Fee (9)	42,500	8,495	34,005
Legal & Accounting (10)	15,000	2,999	12,001
Miscellaneous (11)	15,000	2,999	12,001
Administrative Expenses (12)	10,200	2,040	8,160
Contingency (13)	25,435	5,085	20,351
TOTAL PROJECTED EXPENSES	**534,120**	**63,941**	**470,178**

FOOTNOTES FOR SCHEDULE B

(1) **Common Charges** – The budgeted amounts are projected on the assumption that the First Year of Condominium Operation will be the twelve month period commencing January 1, 2016 and ending December 31, 2016. The actual First Year of Condominium Operation may begin earlier or later than that period. In the event the actual or anticipated commencement date of the First Year of Condominium Operation is to be delayed by six months or more, Sponsor will amend the Plan to include a revised budget with current projections. If the amended budget exceeds this projected budget by 25% or more, Sponsor will offer all Purchasers the right to rescind their Purchase Agreements within not less than fifteen days after the presentation date of the amendment containing such revised budget, and any Purchasers electing rescission pursuant to such offer will have their Deposits returned, together with interest earned thereon. The Condominium's projected expenses for the First Year of Condominium Operation were allocated among the Loft Units and the Commercial Unit as described in the paragraphs below. The Common Charges projected herein are based upon estimated expenses for the twelve (12) month period commencing January 1, 2016.

The Common Charges will be utilized by the Condominium Board to defray the Common Expenses of the Condominium. Generally, the Common Expenses have been allocated among the Units on the basis of Percentage Interest in General Common Elements. Where the allocation of Common Expenses is not based on Percentage Interest in General Common Elements, the expenses have been allocated only to certain categories of Units, an explanation of which is set forth in the notes. The Owner of the Commercial Unit will be obligated to pay its share of the expenses that are incurred by the Condominium Board in furnishing services to the Commercial Unit as described herein, as well as operating, maintaining and repairing those Common Elements that are utilized by such Unit Owner. Except for certain limited services and Common Elements which the Owner of the Commercial Unit shares with the Loft Unit Owners, the Loft Units being offered are equipped and separately metered to operate as independent units from the Commercial Unit with a minimum of shared Common Expenses or common operations.

Common Expenses to be borne by the Unit Owners have been allocated among the Loft Units and the Commercial Unit on the basis of either (i) the Percentage Interest in General Common Elements of such Units, (80.01% / 19.99%), (ii) estimated usage of a particular service or estimated cost based upon special or exclusive use or availability or exclusive control of particular Common Elements or, (iii) the specific allocation of an actual amount due. (The criteria described in section (i) through (iii) above are collectively referred to as the "Allocation Criteria").

(2) **Labor and Related Expenses** - The Building staff will consist of a non-Resident Superintendent and one full time Doorman and one part time Doorman.

The employees will be non-union employees. The base weekly wage rates anticipated for the First Year of Condominium Operation are as follows:

1. Superintendent	$575 per week
2. 1.5 Doormen	$1,350 per week

The duties of the doorman are to, among other things, (i) keep the front door and lobby area clear and clean, (ii) monitor all building entrances and alarms, (iii) announce visitors, (iv) log in packages and accept messages for residents. There will be twelve (12) hour doorman coverage in the lobby of the Building Monday through Friday 8:00 am to 8:00 pm.

The Salary and Wages, Benefits and Payroll related expenses are as follows:

Salary and Wages:	$100,100
Benefits (Vacation Pay, Sick Pay, holiday pay, Overtime, health insurance, and bonuses)	$ 15,000
Payroll Taxes (FICA), Federal and State Unemployment and Disability	$ 9,300
Worker's Compensation	$ 5,500
Total Payroll & Related Expenses:	**$129,900**

Amounts projected are based on the following additional assumptions:

- Tax rates currently in effect were applied for FICA and unemployment taxes.
- Benefits, disability insurance and workers compensation insurance rates are based on the current policies in place for similar properties.
- The wages and benefits for the Superintendent will be allocated amongst the Loft Units and the Commercial Unit based on the Percentage Interest in General Common Elements.
- 100% of the payroll costs for the Doorman will be allocated to the Loft Units.

No warranty is made as to the actual wages, salaries, benefits and related payroll taxes and similar expenses, which will be applicable and in effect during the First Year of Condominium Operation. However, the projected expenses for wages, salaries and benefits as well as the assumptions described herein are believed to be reasonable and reflect the experience of Sponsor's budget expert in managing comparable buildings.

The level of staffing described in this Schedule B complies with all applicable housing and labor laws.

ALLOCATION

	Cost *(100%)*	**Loft Units** *(94.31%)*	**Commercial Unit** *(5.69%)*
Superintendent	$ 36,992	$ 29,597	$ 7,395
Doorman	$ 92,908	$ 92,908	-
Total	**$129,900**	**$ 122,505**	**$ 7,395**

(3) **Repairs, Maintenance and Supplies** - The Budget figure for repairs, maintenance and supplies is based on the normal maintenance and repairs of common areas of the Building, the painting of public halls and the Loft Common Elements, and the purchase of normal items, such as cleaning supplies and materials, lubricants, bulbs, public area

fixtures, general hardware supplies and rubbish compactor bags. Unit Owners will be responsible for the cost of the interior repairs in, and decoration and painting of, their respective Units, including appliances and fixtures. The amount budgeted is calculated based on the Sponsor's budget expert's previous management experience in managing newly renovated buildings of comparable size, quality and amenities.

No amount is included for items covered by construction warranties or for the cost of any major capital expenditure in the building. If such expenditure is required, each Unit Owner (including the Owner of the Commercial Unit) will be obligated to pay his share of such expenditure, based upon the Allocation Criteria. It is expected that if minor operating equipment is required to be purchased, the funds for the acquisition will be provided from the Working Capital Fund. The budgeted number does not include repairs, painting, maintenance or supplies for individual Units, which are the responsibility of the individual Unit Owners.

The estimated costs for repairs, maintenance and supplies is allocated 100% to the Loft Units as a result of the primary usage of such services by the Loft Unit Owners and occupants. Any repairs, maintenance or supplies for the Commercial Unit will be paid either by the Commercial Unit Owners directly, or reimbursed to the Condominium via charge-back. The costs for repairs, maintenance and supplies are as follows:

	Total Cost *(100%)*
Painting & Decorating (common areas)	10,000
Building Supplies	15,000
Electrical Repairs	5,000
Landscaping	5,000
HVAC Repairs	5,000
Elevator Repairs & Testing	5,000
General Repairs/Maintenance	10,000
Total:	**55,000**

(4) **Insurance** – The budget number is projected on the basis of an insurance quote provided by Daigle & Travers Insurance Agency LLC, 22 Thorndal Circle, Suite 2, Darien, CT 06820 in a letter dated September 9, 2015. The Sponsor will initiate this policy beginning November 1, 2015. The budgeted cost is increased by a growth rate of 5% per annum (or .833%) to reflect the period from November 1, 2016 to December 31, 2016 when a new insurance policy will be in place.

Property:

Real Property- Agreed Value Replacement Cost *(Special Cause of Loss coverage form)*	$ 22,000,000
Personal Property - Replacement Cost	$ 50,000
Business Interruption	$1,000,000
Flood	$23,050,000

Extensions of Coverage:	
Building Ordinance *(Coverage A)*	Included Above
Increased Cost of Construction / Demolition *(Coverage B&C)*	$ 550,000
Back – up of Sewers & Drains	$ 25,000
Deductibles:	
Building	$ 10,000
Back – up of Sewers & Drains	$ 10,000
Business Income	72 Hours
Flood	$50,000
Liability *(Commercial General Liability, Bodily Injury and Property Damage)*	
General Aggregate	$ 2,000,000
Products-Completed Products-Aggregate Limit	$ 2,000,000
Each Occurrence Limit	$ 1,000,000
Personal-Advertising Injury Limit	$ 1,000,000
Medical Expense Limit	$ 5,000
Fire Damage Legal Liability	$ 50,000
Employee Benefit Liability	$1,000,000
Non-Owned / Hired Auto Liability	$ 1,000,000
Deductible – Employee Benefits Liability	$ 1,000 per claim
Directors & Officers Liability	
Each Loss	$ 1,000,000
Aggregate Limit	$ 1,000,000
Managing Agent Rider	Included
Deductible *(Each Insured, Directors or Officer)*	$ 2,500
Crime	
Employee Dishonesty / Depositors Forgery	$ 100,000
Deductible	$ 1,000
Managing Agent Rider	Included
Boiler & Machinery *Comprehensive Coverage Including Production Machinery*	
Limits of Liability	$ 22,050,000
Deductible	$ 72 hours
Umbrella	
Limit of Liability	$100,000,000
Workers Compensation and Disability	
Workers Comp - Statutory	

NY Disability Benefits Law - Statutory

The coverage does not include claims for personal injury and property damage resulting from occurrences in individual units, nor does it cover damage to interior portions of a Unit or furniture and personal property of Unit Owners.

Prospective owners should note that insurance premiums could increase depending on market conditions. The projection is believed to be reasonable.

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

The Commercial Unit Owner and each Loft Unit Owner shall obtain additional insurance coverage, at his or her own expense, against the following risks (which will not be included in the insurance coverage obtained by Sponsor on behalf of the Condominium Board):

1. Fire or casualty losses to the contents of his or her Unit and any appurtenant Limited Loft Common Elements, Commercial Limited Common Elements, replacements, additions, upgraded fixtures, interior walls and improvements therein; and

2. Liability for personal injury or property damage as a result of occurrences in his or her own Unit or any appurtenant Limited Loft Common Elements or Commercial Limited Common Elements at limits to be determined by each individual Unit owner.

According to the Flood Insurance Rate Map created by the Federal Emergency Management Agency ("FEMA"), the property is located in a Shaded Zone "X" area. Although insurance is not required for properties in Shaded Zone "X", the estimated insurance cost includes flood insurance. The flood insurance coverage will include a deductible in the amount of $50,000. Therefore, costs related to possible repairs and maintenance should be anticipated.

The current and anticipated insurance coverage meets the requirements of the Sponsor's lender.

The insurance costs related to Workers Compensation and Disability are addressed in the Labor and Related Expenses line item in the Budget (see footnote 2). The premiums associated for all other items described above are expected to be $72,227 which is based on the insurance quote from Daigle & Travers of $71,630 and increased by a.8333% factor to reflect a new policy in place in the last two months of the budget year (Nov. 1, 2016 - Dec. 31, 2016). These costs will be allocated amongst all of the Units based on their respective Percentage Interest in General Common Elements.

ALLOCATION

Total Insurance Premium (100.00%)	Loft Units (80.01%)	Commercial Unit (19.99%)
$72,227	$57,789	$14,438

(5) **Service Contracts** - Amounts indicated below are estimates based on similar buildings or actual proposals from the vendors noted below; no contracts have been entered into for the services described in this footnote.

Service	Estimated Cost (100.00%)	Commercial Unit (4.02%)	Loft Units (95.98%)
Boiler and HVAC Maintenance Eastern Air Conditioning Inc.;7 Delameter Court; Flemington, NH 08822	$15,660	$0	$15,660
Elevator Maintenance Liberty Elevator; 63 East 24th Street; Paterson, NJ 07514	$4,240	$0	$4,240
Fire Alarm System Estimated	$3,000	$600	$2,400
Pest Control Estimated	$2,500	$500	$2,000
Roof Deck Maintenance Estimated	$2,000	$0	$2,000
Total	**$27,400**	**$1,100**	**$26,300**

(6) **Water and Sewer** - The water consumption for the initial year of condominium operations is estimated by letter dated May 8, 2014 by Ambrosino, DePinto & Schmieder Engineers, 275 Seventh Avenue, 21st Floor, New York, NY 10001 to be 2,537,700 gallons (3,370 HCF). Using the current rates set for the year July 1, 2013 to June 30, 2014 of $3.58 per ccf, the engineers anticipate that the total cost for water will be $12,146. Presuming an inflation factor of 7.5%, the budgeted amount for water costs for the First Year of Condominium Operation would be $13,726. The water consumption for waste removal is taken as 159% of water rates equal to $21,824 for the First Year of Condominium Operation. No additional sales taxes are currently being charged by the New York City Water Board.
The estimated cost for water and sewer will be borne by the Loft Unit Owners and the Commercial Unit Owner based on their percentage interest in General Common Elements.

ALLOCATION

Total Cost (100%)	Loft Units (80.01%)	Commercial Units (19.99%)
$35,550	$28,444	$7,106

It is not possible to predict how closely the budgeted figure will reflect the actual expense for water to be incurred during the First Year of Condominium Operation, in part because such expenses will vary with the level of consumption and the applicable utility rates. Historically, water rates have been steadily increasing and the cost of water is likely to increase, although it is not possible to forecast with certainty the amount of such increases.

(7) **Gas for Heating, Hot Water and Cooking** – Natural gas will be provided to the Building by Consolidated Edison for heating, domestic hot water and cooking. Two utility company meters will be provided for gas, one for domestic cooking gas and one for heating and hot water loads. The building has a single common boiler which is used to heat the entire building. The Commercial Unit does not use gas for cooking therefore the cost for gas related to cooking will be 100% borne by the Loft Unit Owners. The estimated cost for gas related to heat and hot water will be borne by the Loft Unit Owners and the Commercial Unit Owner based on their percentage interest in General Common Elements. The eight existing loft units do not have gas cooking capabilities and each of these eight existing loft units have independent hot water heaters so these units will not draw hot water from the building system. Therefore, the owners of these eight units will be paying for cooking gas and gas for hot water through their common charge payments without benefiting from these services.

By letter dated May 8, 2014, Ambrosino, DePinto & Schmieder Engineers, 275 Seventh Avenue, 21st Floor, New York, NY 10001, estimates that cost of gas usage for heating, domestic hot water and cooking gas will approximate $61,158 including taxes. Adding a 7.5% inflation factor, the estimate for the First Year of Condominium Operation is $65,745 broken down as follows:

ALLOCATION

	Therms	Annual Cost	Inflation Factor (7.5%)	Loft Units *(80.01%)*	Commercial Unit *(19.99%)*
Gas for Cooking	2,444	$3,990	$4,289	$4,289	-
Gas for Heat & Hot Water	32,962	$57,168	$61,456	$49,171	$12,285
Total	**35,406**	**$61,158**	**$65,745**	**$532,460**	**$12,285**

It is not possible to predict how closely the budgeted figure will reflect the actual expense for gas to be incurred during the First Year of Condominium Operation, in part because such expenses will vary with the level of consumption and the applicable utility rates. Many factors affect the cost of gas, (which has in the past been highly volatile and unpredictable). Historically, gas rates have been steadily increasing and the cost of gas is likely to increase, although it is not possible to forecast with certainty the amount or timing of such increases. It is believed that the projected figure should be sufficient to cover any reasonable increase in the cost of gas during the First Year of Condominium Operation because the amounts included in the Ambrosino, DePinto & Schmieder Engineers estimate which were based upon rates in effect in 2014 were increased by the 7.5% inflation factor as noted above.

(8) **Electric** – Includes electricity for the Loft Common Elements and the General Common Elements but does not include the cost of electric to individual Loft Units or the Commercial unit that are directly metered. All directly metered Unit Owners will be responsible to pay the electric bills for their Units. Electricity for the Loft Common Elements and General Common elements will include the electric costs for operating the Building's HVAC and mechanical systems, the electric costs related to operating the Building's elevator and lighting, all of which substantially serve the Loft Units. By letter

dated May 8, 2014, Ambrosino, DePinto & Schmieder Engineers, 275 Seventh Avenue, 21st Floor, New York, NY 10001, estimates that the projected annual usage will be 176,210 kilowatt-hours and the cost based on current rates would be $37,361 per year. Using a 7.5% inflation factor to account for increasing rates, the estimated cost for electricity during the First Year of Condominium Operations is $40,163, as per the schedule below.

The estimated electricity charges are allocated 100% to the Loft Units as a result of the primary usage of such services by the Loft Unit Owners and occupants. The Commercial Unit owner is responsible for its pro-rata share of the electric costs related to General Common Elements based on its Percentage Interest in the General Common Elements and 100% of the electric costs associated with any Commercial Limited Common Elements which will be paid by the Commercial Unit Owners directly based on a direct electricity meter or reimbursed to the Condominium via charge-back based on a sub-meter reading which may be installed at the expense of the Condominium. The estimated costs for electricity are as follows:

ALLOCATION

	KWH	Annual Cost	Inflation Factor (7.5%)
Loft Common Elements	172,377	$36,548	$39,289
General Common Elements	3,833	$813	$874
Total	**176,210**	**$37,361**	**$40,163**

It is not possible to predict how closely the budgeted figure will reflect the actual expense for electric to be incurred during the First Year of Condominium Operation, in part because such expenses will vary with the level of consumption and the applicable utility rates. Many factors affect the cost of electric, (which has in the past been highly volatile and unpredictable). Historically, electric rates have been steadily increasing and the cost of electric is likely to increase, although it is not possible to forecast with certainty the amount or timing of such increases. It is believed that the projected figure should be sufficient to cover any reasonable increase in the cost of electricity during the First Year of Condominium Operation because the amounts included in the Ambrosino, DePinto & Schmieder Engineers estimate which were based upon rates in effect in 2014 and were increased in Schedule B by seven and one half percent (7.5%) as noted above.

(9) **Management Fee** – The budget amount is based on a management agreement with B & D Property Management Company d/b/a Dermer Management dated May 14, 2014. The services of the Managing Agent shall commence upon the earlier to occur of the First Closing or the issuance of the certificate of occupancy for the Building and shall continue for a term of three years. The fee will be $42,500 in the First Year of Condominium Operations. The fee will contractually be reduced to $40,000 in the second and third year of operation. The agreement will be assigned to the Board of the Condominium upon its formation. The Sponsor or the Condominium Board may cancel the agreement at any time without cause with 30 days written notice.

The Managing Agent is unaffiliated with Sponsor.

In addition, the Managing Agent will charge individual Unit Owners for services required in the processing of each application for the sale, lease, refinance or renovation of a Unit.

The Management Fee will be allocated amongst all the Units based on their respective Percentage Interest in General Common Elements, and the amounts allocated for the Units are as follows:

Total Cost *(100.00%)*	**Loft Units** *(80.01%)*	**Commercial Unit** *(19.99%)*
$42,500	$34,005	$8,495

ALLOCATION

(10) **Legal and Accounting** – All Condominium Unit Owners are entitled to receive annually from the Condominium at the Condominium's expense an annual audited financial statement prepared by an independent certified public accountant. It is estimated that the annual cost will be approximately $5,000 based on a proposal received from Lehman Newman Flynn Vollaro P.C., Certified Public Accountants, with offices at 14 Penn Plaza, Suite 2220, New York, NY 10122. This will include the preparation of the Condominium's first year's audited financial statements. It is estimated that the annual cost of legal services associated with minor miscellaneous legal services that the Condominium Board may wish to employ will be $10,000. The allocation of legal and accounting fees is based upon Percentage Interest in General Common Elements.

ALLOCATION

Total Cost	**Loft Units**	**Commercial Unit**
$15,000	$12,001	$2,999

(11) **Miscellaneous** - The budget number includes filing Federal, State, and City tax returns; permits and filing fees. In addition, this item includes fees for the fire safety notices and window guard and lead based paint compliance. The expenses attributable to the Miscellaneous expenses shall be allocated to the Units, based upon Percentage Interest in General Common Elements, as set forth below:

ALLOCATION

Total Cost	**Loft Units**	**Commercial Unit**
$15,000	$12,001	$2,999

(12) **Administrative Expenses**

The amounts attributable to the Administrative Expenses shall be allocated to the Loft Units and the Commercial Units, based upon their Percentage Interest in General Common Elements, as set forth below:

ALLOCATION

	Cost *(100.00%)*	**Loft Units** *(80.01%)*	**Commercial Unit** *(19.99%)*
Building Telephone	$2,500	$2,000	$500
Superintendent Mobile Phone	1,200	960	240
Messengers	1,000	800	200
Printing & Postage	2,000	1,600	400
Office Supplies	1,000	800	200
Misc. Admin.	2,500	2,000	500
Total:	**$10,200**	**$8,160**	**$2,040**

(13) **Contingency** – Contingency funds are intended to provide for any unanticipated expenses not included in the budget or possible increases in one or more items of operating expenses above the amount projected. In the event that the actual first year of operation of the Condominium begins later than the projected commencement date of January 1, 2016, the additional operating costs could exceed this amount. The Contingency budget line item does not include a reserve for major capital replacements. The reserve for contingencies is based on 5% of the budgeted line item numbers 2 through 12.

The expenses attributable to the Contingency shall be allocated to the Units based upon their Percentage Interest in General Common Elements.

ALLOCATION

Total Cost *(100.00%)*	**Loft Units** *(80.01%)*	**Commercial Unit** *(19.99%)*
$25,362	$20,292	$5,070

SCHEDULE B–1 – BUDGET FOR INDIVIDUAL ENERGY COSTS

Schedule B-1

57-63 Greene Street Condominium

Projected Energy Consumption Costs for Loft Units
(Individually Metered)

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 the Sponsor. Purchasers are advised that the projections are only estimates and actual consumption will be metered and will vary based on the individual needs of the Loft Unit Owners and weather conditions.

Loft Unit Electric Costs:

Electric utility cost for each Loft Unit will be metered separately by the utility company. A Separate Utility Company meter will also be provided for the Common Space loads. Estimated annual cost for individually metered Loft Units electric costs are as follows:

Loft Unit	KWH	Annual Costs
2A	13064	$2,369
2B	14231	$2,567
2C	14706	$2,645
2D	15523	$2,779
2E	14948	$2,685
2F	15243	$2,733
3A	17867	$3,165
3B	15555	$2,785
3C	14007	$2,530
3D	14706	$2,645
3E	14231	$2,567
4A	13875	$2,508
4B	15095	$2,709
4C	15611	$2,794
4D	17684	$3,135
4E	14983	$2,690
5A	16637	$2,963
5B	17012	$3,024
5C	16039	$2,864
5D	16625	$2,961
PHA	27784	$4,840
PHB	25132	$4,392
PHC	21336	$3,779

Loft Unit rates are based upon Con Ed rate structure SC-1* as of March 2014 with the following summer and winter charges:

Monthly Meter Charge - $15.76

For summer months - $ 0.08894/KWH per 1st 250 KWH and $ 0.10224/KWH for over 250 KWH

For winter months - $ 0.08894/KWH for all KWH

Con Edison Surcharges & Taxes - $ 5.50/KWH for all KWH

Each Loft Unit Owner will be responsible for the cost of electricity supplied to his unit. In the building there are electric meters for each of the units. Charges for each unit will be payable directly to the utility company.

The electrical estimates for the eight existing loft units include costs associated with cooking and hot water usage (2B, 2C, 2D, 3B, 3C, 4B, 4C and 4E).

Electricity estimated costs vary based on the location and area of the units.

**The utility cost includes an average of an average Monthly Adjustment Clause (MAC), a system benefits charge, a renewable portfolio standard program charge, Merchant Function charge, and Gross Receipts Tax. This adjustment is approximately an additional 22%.*

COMPLIANCE WITH REAL PROPERTY LAW SECTION 339-i AND OPINION OF COUNSEL

HALSTEAD
PENMARK

PART 23: LETTER TO ATTORNEY GENERAL
RE: REAL PROPERTY LAW SECTION 339-i.1 COMPLIANCE

June 9, 2014

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

Attention: Real Estate Financing Bureau

Re: Condominium Offering Plan
57-63 Greene Street Condominium
57-63 Greene Street
New York, New York ("Property")

Dear Sir/Madam:

Green Mercer Holdings, 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.

HALSTEAD
PENMARK

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

GERSTEIN STRAUSS & RINALDI LLP
ATTORNEYS AT LAW
57 WEST 38th STREET, 9th FLOOR, NEW YORK, NEW YORK 10018
TELEPHONE (212) 398-7900 • FACSIMILE (212) 575-2387

December 10, 2014

Greene Mercer Holdings LLC
11 East 44th Street, Suite 1000
New York, New York 10017

Re: 57-63 Greene Street Condominium ("Condominium")

Gentlemen:

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

In connection with rendering this opinion we have reviewed the allocation of Common Interests as shown on Schedule A of the Plan and the Declaration establishing the Condominium. We have also considered the relevant sections of the New York State Condominium Act and such other materials as we deemed relevant. Our opinion is based upon the factual determinations made by Penmark Management, LLC, as set forth in its opinion contained in the Plan as required by NYCRR Section 23.3(i). We have made no independent investigation of the truth or accuracy of the factual determinations of Penmark Management, LLC.

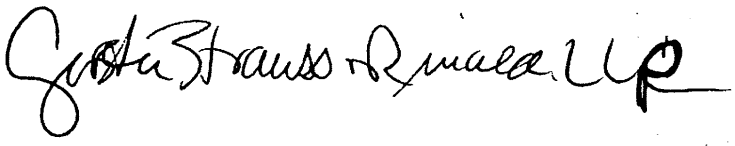
Based upon our review of the foregoing, we have determined that Common Interests were allocated pursuant to the method set forth in Real Property Law ("RPL") Section 339-i (1)(iv) i.e., based upon floor space, subject to the location of such space and the additional factors of relative value to other 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.

Accordingly, based on the foregoing it is our opinion that RPL Section 339-i has been complied with in assigning Common Interests to the Units. This opinion, while based upon existing rules of law applied to the facts and documents referred to above, is not a guarantee to Purchasers. In no event will the Sponsor, Gerstein Strauss & Rinaldi LLP, the Selling Agent, the 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,

GERSTEIN STRAUSS & RINALDI LLP



CHANGES IN PRICES AND UNITS

The offering price to be paid by a Tenant Purchaser will not increase during any applicable exclusive period.

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

Sponsor reserves the right to negotiate with each Purchaser the following terms and conditions of the Purchase Agreement: purchase price; the amount 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 rent thereunder and the application of interim rent toward the purchase price.

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

The location in the Building, size, and layout of the Units, if available, 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 prospective Purchasers, or for any other reason, Sponsor reserves the right (except to the extent prohibited by Law) at any time and from time to time, before and after the recording of the Declaration, without giving prior notice and without the consent of the Condominium Board, any Unit Owner or mortgagee, to (a) change the size, layout and square footage of, or number of rooms in, any Unsold Unit, (b) change the size and/or number of Unsold Units by dividing one or more such Units into two or more separate Unsold Units, combining separate Unsold Units (including those resulting from such subdivision or otherwise) into one or more Unsold Units, altering any boundary walls between one or more Unsold Units, or otherwise, including incorporating Common Elements (such as a portion of a hallway) which exclusively benefit an Unsold Unit into such Unsold Unit, 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 (a), (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, will be made with respect to such Unsold Unit for which a Purchase Agreement is then in effect and the Purchaser thereunder is not in default which increases or decreases the useable square foot area (excluding interior partitions) or Common Interest by more than 5%, or materially changes the layout of such Unsold Unit, unless the Purchaser consents to such changes. Provided Purchaser's consent is not required, a Purchaser will not be excused from purchasing his Unit and will not

have any claim against Sponsor as a result of any such change and no such change will affect a Purchaser's obligations under the Purchase Agreement or the Plan. If Purchaser's consent is required as a result of such change and Purchaser refuses to consent, then in such event, Sponsor's sole obligation shall be to refund to Purchaser the Deposit made under the Purchase Agreement and any interest earned thereon.

Sponsor will have no liability to any Purchaser, nor will any Purchaser be entitled to a credit, offset or reduction in the purchase price for this Unit or otherwise be relieved from any obligations under the Purchase Agreement, by virtue of a minor inaccuracy or error in the Floor Plans.

Once the Declaration is recorded, no change may be made in the number of Units or number of rooms within a Unit, nor may the size of any Unit be changed by subdivision or combination or alteration of boundary walls as aforesaid or otherwise, nor may the Common Interest and Loft 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 change in the size or a material and adverse change in the quality of the Common Elements, no such change shall be made without an amendment to the Plan and in such event, Sponsor will offer rescission as set forth below. Sponsor will have the right to amend or to cause the Condominium Board to amend, at Sponsor's cost and expense, the Declaration to reflect any such material and adverse change and to file such amendment and any necessary plans and specifications in connection therewith. Any Purchaser not in default will have the right to rescind its Purchase Agreement within no less than 15 days after the Presentation Date of the amendment containing the change. Any Purchaser electing rescission will have their Deposits and any interest thereon returned, other than deposits made on account of upgrades, extras or custom work, to the extent Sponsor has not used the deposits for upgrades, custom work or extras.

The Sponsor reserves the right to substitute for any of the materials specified in either the Plans and Specifications, the Description of Property and Building Condition or elsewhere in the Plan, materials which are equal to or of better quality. The Sponsor's intention is to use the materials, fixtures, appliances and other equipment described in this Plan and in the architectural plans on file, but, due to unavailability of materials and supplies or for any other reason, Sponsor may substitute materials, fixtures appliances and equipment which are equal to or of better quality for any of those set forth in the specifications or otherwise in this Plan.

ACCOUNTANT'S CERTIFIED STATEMENTS OF OPERATION

57-63 GREENE STREET CONDOMINIUM

STATEMENTS OF INCOME AND EXPENSES

(as Provided by Title 13 Part 23.3 of the New York Codes, Rules and Regulations)

FOR THE YEARS ENDED DECEMBER 31, 2014 and 2013

57-63 GREENE STREET CONDOMINIUM
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For the Years Ended December 31, 2014 and 2013

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HECHT AND COMPANY, P.C.
Certified Public Accountants

The Empire State Building
350 Fifth Avenue, 68th Floor
New York, NY 10118-0110
(212) 819-8000
Fax: (212) 302-0973

INDEPENDENT AUDITOR'S REPORT

To the Members
57-63 Greene Street Condominium

We have audited the accompanying financial statement of 57-63 Greene Street Condominium (the "Association") which comprises the statements of income and expenses (as provided by Title 13 Part 23.3 of the New York Codes, Rules and Regulations) of the property located at 57-63 Greene Street, New York, NY (the "Property'), for the years ended December 31, 2014 and 2013, and the related notes to the financial statement.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of the financial statement for the purpose of complying with Title 13 Part 23.3 of the New York Codes, Rules and Regulations ("Title 13") as described in Note 1; this includes determining that Title 13 is an acceptable basis for the preparation of the financial statement in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statement that is free from material misstatement, whether due to fraud or error.

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

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

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

HECHT AND COMPANY, P.C.

Opinion

In our opinion, the financial statement referred to above presents fairly, in all material respects, the Association's income and expenses for the years ended December 31, 2014 and 2013, in accordance with the basis of accounting 57-63 Greene Street Condominium uses for complying with Title 13 Part 23.3 of the New York Codes, Rules & Regulations as described in Note 1.

Basis of Accounting

We draw attention to Note 1 of the financial statement, which describes the basis of accounting. The financial statement is prepared on the basis of accounting the Association uses for complying with Title 13 Part 23.3 of the New York Codes, Rules, and Regulations. Title 13 Part 23.3 of the New York Codes, Rules, and Regulations is not intended to be a complete presentation of the Association's results of operations in conformity with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Restriction of Use

The report is restricted to the Association's members and for filing with the New York Department of Law and should not be used by anyone other than these specified parties.

Hecht And Company P.C

New York, New York
August 10, 2015

57-63 GREENE STREET CONDOMINIUM
Statements of Income and Expenses
(as Provided by Title 13 Part 23.3 of the New York Codes, Rules and Regulations)
For the Years Ended December 31, 2014 and 2013

	2014	2013
Revenue		
Common charges	$ 272,844	$ 276,684
Expenses		
Payroll and related costs	28,627	29,604
Repairs, maintenance and supplies	8,077	8,943
Insurance	38,775	34,708
Utilities	34,764	38,198
Property management fees	72,000	72,000
Professional fees	15,000	17,000
Miscellaneous	5,739	5,422
	202,982	205,875
Excess of revenue over expenses	$ 69,862	$ 70,809

See accompanying notes to statements of income and expenses.

57-63 GREENE STREET CONDOMINIUM
Notes to Statements of Income and Expenses
(as Provided by Title 13 Part 23.3 of the New York Codes, Rules and Regulations)
For the Years Ended December 31, 2014 and 2013

Note 1 - Summary of Significant Accounting Policies

Nature of Business

57-63 Greene Street Condominium, was established in the state of New York on January 7, 2011, and began operations on September 6, 2012, the date the commercial unit was conveyed to a third party. The Company operates as a homeowner's association for the property located at 57-63 Greene Street, New York, N.Y. The association consists of 2 units one of which is owned by Greene Mercer Holdings LLC.

Basis of Presentation

The accompanying statements of income and expenses are prepared for the purpose of complying with Title 13 Part 23.3 of the New York Codes, Rules & Regulations. Title 13 Part 23.3 of the New York Codes, Rules & Regulations is not required and intended to present the Association's results of operations in complete conformity with accounting principles generally accepted in the United States of America ("GAAP"). The accompanying statements have been prepared on the accrual basis of accounting. As such, revenue is recognized when earned and expenses are recognized when incurred.

Use of Estimates

The preparation of the financial statement in accordance with the basis of accounting discussed above, requires management to make estimates and assumptions that affect the reported amounts of income and expenses during the reporting periods. Actual results could differ from those estimates.

Subsequent Events

Management has evaluated subsequent events through August 10, 2015, the date the financial statement was available to be issued.

Note 2 - Payroll and Related Costs

Payroll and related costs consist of salaries and payroll taxes. In order to facilitate the Property's maintenance and other building services, the Association employed a superintendent. For the years ended December 31, 2014 and 2013, payroll and related costs charged to operations amounted to $28,627 and $30,769, respectively.

Note 3 - Insurance

The Association's insurance primarily consists of property, liability, and umbrella coverage. Insurance expense for the years ended December 31, 2014 and 2013, was $38,775 and $34,708, respectively.

57-63 GREENE STREET CONDOMINIUM
Notes to Statements of Income and Expenses
(as Provided by Title 13 Part 23.3 of the New York Codes, Rules and Regulations)
For the Years Ended December 31, 2014 and 2013

Note 4 - Utilities

The Association's utility expenses consist of the following:

	2014	2013
Electric	$ 5,892	$ 5,136
Gas	17,270	20,400
Water and Sewer	11,602	12,662
	$ 34,764	$ 38,198

Note 5 - Professional Fees

Professional fees charged to operations for the years ended December 31, 2014 and 2013 consist of accounting fees of $15,000 and $17,000, respectively.

Note 6 - Related Party Transactions

Common Charges
Common charges, received from an entity related through members' ownership interests, for the years ended December 31, 2014 and 2013 amounted to $272,844 and $276,684, respectively.

Property Management Fees
Property management fees, paid to an entity related through members' ownership interests charged to operations, for the years ended December 31, 2014 and 2013 amounted to $72,000.

RIGHTS OF EXISTING TENANTS

Each "Tenant Purchaser" (defined below) shall have the exclusive right for a period of ninety (90) days from the Presentation Date of this Plan (the "Exclusive Purchase Period") within which to purchase the Unit occupied by it at the Purchase Price set forth in Schedule A, during which time such Units shall not be shown to a third party unless the Tenant Purchaser has, in writing, waived his or her right to purchase. In order to exercise this exclusive right to purchase, a Tenant Purchaser must deliver a signed Purchase Agreement and the required Down Payment to the Selling Agent during the Exclusive Purchase Period. Sponsor has agreed that during the Exclusive Purchase Period, the purchase prices to be paid by a Tenant Purchaser will not be increased nor will the Selling Agent accept Purchase Agreements from Non-Tenant Purchasers for Units occupied by Tenant Purchasers.

The term "Tenant Purchaser" shall include: (a) a bona fide tenant in occupancy on the Filing Date; (b) a bona fide tenant with the right to renew a lease on the Filing Date; (c) a bona fide tenant who has the right to continued occupancy on the Filing Date; (d) a bona fide tenant of record with an unexpired lease on the Filing Date even though the tenant has sublet the Loft Unit or the Loft Unit is not the Tenant Purchaser's primary residence; (e) a bona fide sublessee in occupancy on the Filing Date, if such sublessee sublets from a non-bona fide tenant, or has obtained written permission to purchase the Loft Unit from the bona fide tenant of record; (f) an occupant on the Filing Date entitled to protection under Article 7-C of the Multiple Dwelling Law, and (g) an occupant on the Filing Date entitled to protection under Article 7-B of the Multiple Dwelling Law. Nothing contained herein shall be construed to deprive the Sponsor of any legal remedy for illegal occupancy.

There are currently 23 Loft Units in the Building. 8 Loft Units are currently occupied and are subject to the New York City Rent Stabilization Law and the Code adopted pursuant thereto. 15 Loft Units are vacant. If the New Special Permit being sought by Sponsor is granted, the 15 vacant Loft Units, already approved as JLWQA, will be approved for residential use.

The term "Tenant Purchaser" shall not include the estate or legal representative of a bona fide tenant.

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

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

The term "Non-Purchasing Tenant" means a person who has not purchased a Loft Unit pursuant to this Plan and who is a tenant of record entitled to possession on the date this Plan is declared effective. A person who sublets a dwelling unit from a purchaser under the Plan shall not be deemed a Non-Purchasing Tenant.

(a) A Non Purchasing Tenant is entitled to receive renewal leases and riders as required by law. Generally, "free-market" leases do not provide for any renewal rights to be exercised by tenants. In 322 West 57th Owner, LLC v. Penhurst Productions, Inc., the Supreme Court, Appellate Term, New York, First Department, in a decision dated November 26, 2008, overturned an order of the Civil Court of the City of New York, New York County, dated March 19, 2007. The Civil Court had determined that dismissal of Housing Court proceedings brought by the Landlord was warranted after an offering plan was accepted for filing by the Attorney General's Office. In MH Residential LLC, MH Residential 2, LLC and MH

Commercial, LLC, as Tenants in Common v. John Barrett and Michael Barrett, et al., and "John Doe" and "Jane Doe", the appellate Term of the Supreme Court, First Department in a decision dated November 26, 2008, in reversing the order of the Civil Court of the City of New York, dated November 28, 2007, noted: "The purpose of General Business Law §352-eeee is to protect tenancies extant during the cooperative or condominium conversion process. By the statute's own language, nonpurchasing tenant status is conferred only on a tenant who is entitled to possession at the time the plan is declared effective..." Accordingly, if prior to the date an offering plan is declared effective, a warrant of eviction has been issued for a tenant who has continued in occupancy of a dwelling unit under a "free-market" lease, such a tenant shall be subject to eviction. Except as noted directly above, no eviction proceedings will be commenced at any time after the Plan is accepted for filing against Non-Purchasing Tenants of Loft Units for failure to purchase or any other reason applicable to expiration of tenancy; provided that such proceedings may be commenced for non-payment of rent, illegal use or occupancy of the premises or any other space in the Building occupied by such Non-Purchasing Tenant, refusal of reasonable access to the Condominium or its managing agent or a breach by the Non-Purchasing Tenant of his obligations to the owner of the Loft Unit or such other grounds for eviction as may then be permitted by law; and provided further that an owner of a Loft Unit may not commence an action to recover possession from a Non-Purchasing Tenant on the grounds that he seeks the Loft Unit for the use and occupancy of himself or his family. Notwithstanding anything contained in the Plan to the contrary, an Eligible Senior Citizen or Disabled Person who has elected the status as a Non-Purchasing Tenant (as the term Non-Purchasing Tenant is only and specifically defined in the Section of the Plan entitled "Rights of Eligible Senior Citizens and Rights of Disabled Persons"), is entitled to the protections set forth in that Section.

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

(c) The rentals of Non-Purchasing Tenants who reside in Loft Units not subject to government regulation as to rentals and continued occupancy and Non-Purchasing Tenants who reside in Loft Units with respect to which government regulation as to rentals and continued occupancy is eliminated or becomes inapplicable after the Filing Date of this Plan shall not be subject to unconscionable increases in rents which would be beyond ordinary rentals for comparable Loft Units during the period of their occupancy. In other words, in determining comparability, consideration will be given to such factors as building services, level of maintenance and operating expenses.

Non-Purchasing Tenants are advised that complaints of unconscionable rent increases may be referred to the New York State Department of Law, Real Estate Financing Bureau, 120 Broadway, 23rd Floor, New York, New York 10271.

Non-Purchasing Tenants may be subject to rent increases as the result of major capital improvements ("MCI") made by Sponsor, the Condominium Board or Purchasers of Loft Units occupied by such Non-Purchasing Tenants. Notwithstanding the previous sentence, the ability to obtain an MCI rent increase is specifically limited by the terms and conditions of a Restrictive Declaration made by Sponsor as of March 1, 2010 and recorded in the Office of the Register of the City of New York on March 15, 2010 under CRFN 2010000088499 (the "Restrictive Declaration"). The Restrictive Declaration provides, among other things, that an MCI rent increase will not include expenditures related to certain work performed at the Building.

A description of such work is set forth in the Restrictive Declaration, a copy of which Restrictive Declaration is included in Part II of this Plan.

The Reserve Fund Law permits a credit against the amount to be deposited by a Sponsor into a reserve fund, so Sponsor may take a credit against such fund for the allowable actual cost of work which was begun after the Plan was submitted for filing with the Department of Law, and before the Effective Date. The estimated amount of the Reserve Fund is more fully described in the Section entitled "Reserve Fund". Under current law, Sponsor is not entitled to seek an MCI rent increase to the extent Sponsor has taken a credit against the Reserve Fund as the result of such MCI. Please refer to the Section of the Plan entitled "Reserve Fund" for further details.

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

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

(f) All Loft Units occupied by Non-Purchasing Tenants will be managed by the same managing agent who manages all other Loft Units in the Building. Such managing agent will provide to Non-Purchasing Tenants all services and facilities required by Law on a non-discriminatory basis.

Sponsor will guarantee the obligation of the Managing Agent to provide all such services and facilities until such time as Sponsor surrenders control of the Condominium Board.

(g) Sponsor shall be performing renovations to the Common Areas of the Building of the Building and the Renovated Units. The following will apply during the construction period:

(i) Sponsor shall take reasonable efforts to protect the residential tenants against interruption or discontinuance of essential services or nuisance which substantially interferes with or disturbs such tenants in their use or occupancy of the Units occupied by them. There will be some interruptions of the electrical, heat and water service to the Units. However, Sponsor will use its best efforts to schedule such interruptions at times to minimize any inconvenience to tenants.

(ii) Construction debris shall be removed from the Building on a daily basis.

(iii) The schedule for renovation and construction work is Monday through Friday 8:30 a.m. to 4:30 p.m. and work on Saturdays may also occur.

(iv) During the construction period, contractors and their workmen will have access to the entire Building through all entrances.

(v) It is possible that Sponsor will require access to the Occupied Units to perform work in connection with renovations of the Building. Sponsor will make arrangements with such tenants to gain access to do the required work and replace or repair all damage to the Unit affected. If such access cannot be mutually arranged with the tenant, Sponsor shall have the right to gain such access upon not less than 48 hours prior written notice to tenant.

(vi) Sponsor will require that the contractor performing the work to the Building will maintain its own insurance.

(vii) The work is anticipated to be substantially completed in March, 2016.

(h) Sponsor will not permit Tenant Purchasers to assign purchase agreements whether before or after the Plan is declared effective. See the section of the Plan entitled "Assignment of Purchase Agreements."

(i) Tenants in occupancy may purchase vacant apartments or any other apartment not occupied by them for the purchase price offered to Non Tenant Purchasers. Conflicts between multiple tenants seeking to purchase the same Unit will be decided on a "first come first served" basis.

(j) There are no common elements to which a tenant in occupancy has an exclusive right to use.

(k) Any provision of a lease or other rental agreement which purports to waive a tenant's rights under the GBL or rules and regulations promulgated pursuant to the GBL shall be void as contrary to public policy.

(l) Tenants or their representatives may physically inspect the Property at any time subsequent to the submission of this Plan to the Department of Law, during normal business hours, upon written request made by them to Sponsor, provided such representatives are registered architects or professional engineers licensed to practice in the State of New York, unless it would otherwise be unsafe to do so due to the status of the renovation being performed at the Property.

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

If prior to the expiration of any Exclusive Purchase Period which begins prior to the First Unit Closing, Sponsor amends the terms and conditions of this Offering to be more favorable to Tenant Purchasers, a Tenant Purchaser who executed and submitted a Purchase Agreement and Deposit before Sponsor amended the terms of this Plan shall benefit from the more favorable terms and conditions.

In the event a Purchaser purchases an Occupied Unit not occupied by such Purchaser, such purchase shall be subject to the terms and conditions of the existing lease or tenancy of such Unit and subject to the rights and obligations set forth in the GBL, and the Purchaser and his or her successors shall continue to be bound as long as such lease or tenancy continues.

If a Tenant Purchaser purchases the Unit occupied by it, then from and after the closing of title to such Unit, such Purchaser will no longer be subject to, or have any rights afforded tenants in occupancy, under the GBL.

A Non-Purchasing Tenant shall have no rights with respect to the Unit occupied by it except as same may specifically be set forth in the GBL. Nothing contained herein shall be deemed to grant Non-Purchasing Tenants any additional rights of occupancy with respect to the Unit.

Sponsor will, on the 30th, 60th, 88th and 90th day after the Presentation Date of this Plan and at least once every thirty (30) days until this Plan is either declared effective or abandoned, as the case may be, and on the 2nd day before the expiration date of any Exclusive Purchase Period

provided in an amendment to this Plan, (i) file with the Attorney General, Real Estate Finance Bureau, 23rd Floor, 120 Broadway, New York, New York 10271, a written statement, under oath, setting forth the percentage of Loft Units in the Building which are the subject of Purchase Agreements executed by bona fide tenants in occupancy or bona fide purchasers who represent that they intend that they or one or more specified members of their immediate family occupy the Loft Unit when it becomes vacant as of the date of such statement and as of a specified time; and (ii) before noon on the day such statement is filed, post a copy of such statement in a prominent place accessible to all tenants in the Building. The percentage referred to in clause (i) of the immediately preceding sentence shall be computed in the same manner as Sponsor shall compute the minimum percentage needed to declare this Plan effective. The statement which is posted in the Building and filed with the Attorney General shall include the following: the date and time of the statement, the Filing Date of this Plan, the Presentation Date of this Plan and any current amendment, the last day of any Exclusive Purchase Period, the number of bona fide tenants in occupancy and bona fide purchasers who have execute Purchase Agreements, the number of Loft Units counted in the base and the percentage of purchasers. Copies of all filed and posted written statements will be available for inspection at the office of the Selling Agent and the Attorney General. All filed and posted written statements shall remain posted until the next filed and written statement is posted.

It shall be unlawful for any person to engage in any course of conduct, including, but not limited to, interruption or discontinuance of essential services, which substantially interferes with or disturbs the comfort, repose, peace or quiet of any Non-Purchasing Tenant in the use or occupancy of such Non-Purchasing Tenant's Loft Unit or the facilities related thereto. The New York State Attorney General may apply to a court of competent jurisdiction for an order restraining such conduct and, if the New York State Attorney General deems it appropriate, an order restraining the owner from selling the Loft Unit. Nothing contained in the GBL shall be deemed to preclude the Non-Purchasing Tenant from applying on his own behalf for similar relief.

Regarding Loft Units in the building designated as Joint Living Working Quarters for Artists (JLWQA) under New York State Multiple Dwelling Law Article 7-B, nothing contained in this Declaration, the By-Laws, or Rules and Regulations or any amendments thereof shall permit the Sponsor, Condominium Board and/or the Owner of a Loft Unit designated as JLWQA to unreasonably interfere with a certified artist's ability to regularly engage in his or her art form on a professional basis within the respective Loft Unit occupied by them. Notwithstanding the foregoing, any such certified artist lawfully occupying a JLWQA Unit shall comply with all applicable Federal, State and/or City Statutes, ordinances, regulations or laws and obligations including, but not limited to, the New York Rent Stabilization Code and New York City Rent Control Law and New York State Real Property Actions and Proceedings Law such as requirements relating to nonpayment of rent, illegal subletting, primary residency, and nuisance. Nothing contained in this paragraph shall be deemed to grant an occupant of a JLWQA Unit any rights other than those granted to them under Multiple Dwelling Law Article 7-B and applicable law.

So long as the JLWQA designation is applicable to any Unit, there shall be a presumption that, under the definition of "Artist" provided in §275-6 of Article 7-B of the Multiple Dwelling Law, Artists residing in the Building shall regularly and on an ongoing basis be engaged in the pursuit of their craft, including but not limited to painting, sculpture, choreography, filmmaking, and the composition of music. Such activities may involve, among other things, performance rehearsals, the use of solvents, dyes and other chemicals, the operations of saws, grinders, wheels and other machinery, and the carting of related materials through the Common Elements. In general, there may be a level of noise and busyness above and beyond that in a traditional

residential building, and that such uses and activities, within reason, shall not be considered nuisances.

A copy of Multiple Dwelling Law Article 7-B is included in Part II of the Plan.

See the following Section of the Plan entitled "Rights of Eligible Senior Citizens and Eligible Disabled Persons" for a discussion of the rights of an Eligible Senior Citizen or Eligible Disabled Person to elect the status of a Non-Purchasing Tenant, as the term "Non-Purchasing Tenant" is only and specifically defined in that Section of the Plan.

RIGHTS OF ELIGIBLE SENIOR CITIZENS AND ELIGIBLE DISABLED PERSONS

For the purposes of this Section of the Plan only, a Non-Purchasing Tenant shall be defined as follows:

Non-Purchasing Tenant: A non-purchasing tenant is a person who has not purchased under the Plan and who is a tenant entitled to possession at the time the Plan is declared effective or a person to whom a dwelling unit is rented subsequent to the effective date. A person who sublets a dwelling unit from a purchaser under the Plan shall not be deemed a Non-Purchasing Tenant. A Non-Purchasing Tenant shall also include Eligible Senior Citizens and Eligible Disabled Persons who have elected to become such.

Eligible Senior Citizens and Eligible Disabled Persons are eligible to elect the status of a Non-Purchasing Tenant upon acceptance for filing of the Plan by the Department of Law. Eligible Senior Citizen and Eligible Disabled Person election forms promulgated by the Department of Law, forms SH-1 and SH-2, respectively, are included in Part II of the Plan.

An eligible senior citizen is a Non-Purchasing Tenant and the spouse of such Non-Purchasing Tenant who:

(i) is 62 years of age or older on the date the Plan is accepted for filing by the Department of Law; and

(ii) has elected not to purchase his or her apartment within 60 days from the Presentation Date by completing the senior citizen election form in the Plan, signing the form and having the signature notarized, and personally delivering it to the named Sponsor or Selling Agent at the address specified on the cover page of the Plan or by mailing it by certified or registered mail, return receipt requested to the named Sponsor or Selling Agent at the address specified on the cover page of the Plan.

An eligible disabled person is a Non-Purchasing Tenant and the spouse of such Non-Purchasing Tenant who:

(i) has an impairment which results from anatomical, physiological or psychological conditions, other than addiction to alcohol, gambling, or any controlled substance, which is demonstrable by medically acceptable clinical and laboratory diagnostic techniques, and which is expected to be permanent, and which prevents the disabled person from engaging in any substantial gainful employment on the date the Department of Law accepted the Plan for filing; and

(ii) has elected not to purchase his or her apartment within 60 days from the Presentation Date by completing the disabled person election form in the Plan, signing the form and having the signature notarized, and personally delivering it to the named Sponsor or Selling Agent at a location specified in the Plan or by mailing it by certified or registered mail, return receipt requested to the named Sponsor or Selling Agent at the location specified in the Plan; and

(iii) if the disability first occurs after acceptance of the Plan for filing, then such election may be made within 60 days following the onset of such disability unless during the period subsequent to 60 days following the Presentation Date of the Plan but prior to such election, the offeror accepts a written agreement to purchase the apartment from a bona fide purchaser.

As a Non-Purchasing Tenant, as defined in this Section of the Plan, Eligible Senior Citizens and Eligible Disabled Persons are entitled to the following protections upon electing Non-Purchasing Tenant status:

(i) No eviction proceeding will be commenced at any time against either Eligible Senior Citizen or Eligible Disabled Persons unless they are in violation of their lease.

(ii) Eligible Senior Citizens and Eligible Disabled Persons who reside in apartments subject to government regulations as to rentals and continued occupancy shall continue to be subject thereto.

(iii) The rentals of Eligible Senior Citizens and Eligible Disabled Persons who reside in dwelling units in the Building not subject to government regulations as to rentals and continued occupancy, and Eligible Senior Citizens and Eligible Disabled Persons who reside in dwelling units in the Building with respect to which government regulations as to rentals and continued occupancy is eliminated or becomes inapplicable after the Plan has been accepted for filing shall not be subject to unconscionable increases beyond ordinary rentals for comparable apartments during the period of their occupancy.

Any owner of a unit occupied by an Eligible Senior Citizen or Eligible Disabled Person shall be bound by the provisions of the New York General Business Law and the terms of the Plan. The By-Laws of the Condominium require that such purchase is subject to all the rights of the Eligible Senior Citizen or Eligible Disabled Person occupying the apartment and that the purchaser, his successors and assigns shall continue to be bound as long as such occupancy continues.

Sponsor may dispute the election by a tenant to be an Eligible Senior Citizen or an Eligible Disabled Person by applying to the Department of Law for a determination of the tenant's eligibility within 30 days of the receipt of the election form. The Department of Law shall issue a determination of eligibility within 30 days thereafter.

In the absence of fraud, the determination by the Department of Law is the sole method for resolving a dispute as to whether a tenant is an Eligible Senior Citizen or Eligible Disabled Person. The determination by the Department of Law is reviewable only through a proceeding under article 78 of the Civil Practice Law and Rules.

An election not to purchase shall not preclude an electing senior citizen or disabled person from subsequently purchasing his or her apartment on the terms and conditions set forth in the Plan.

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

A Person purchasing a Loft Unit occupied by another does so subject to: (a) the existing lease for the Loft Unit, if any (and any renewal thereof pursuant to Law or effected prior to the date on which the Purchaser's Purchase Agreement is accepted), (b) the existing occupancy of Units and the obligation under Law to give renewal leases and riders for such Units, and (c) rights of the tenant thereof, if any, under the Rent Laws, and under the GBL, including the right to stay in possession of the Loft Unit pursuant to the GBL, as more fully discussed in the Section entitled "Rights of Existing Tenants". A Purchaser purchasing a Loft Unit subject to an applicable Rent Law may be required to register such Loft Unit with the New York State Division of Housing and Community Renewal. In the event an occupied rent stabilized Unit is vacated, the owner of such Unit would be able to destabilize the Unit.

No representations or statements of any kind as to the requirements of the GBL are given, except as expressly set forth in this Plan, and a prospective Purchaser interested in purchasing an Occupied Unit in which he does not reside or lease, (a "Non-Occupant Purchaser") is advised to consult with his attorney regarding the application and effect of the foregoing laws and regulations in order to become fully apprised of his rights as a purchaser and his obligations to any existing tenant or occupant.

After consummation of the sale of a Loft Unit to a Non-Occupant Purchaser, such Non-Occupant Purchaser will own such Unit subject to the lease or tenancy of the present tenant and subject to all rights, if any, afforded such tenant under the GBL and this Plan. Under the GBL and the obligation under Law to give renewal leases and riders for such Units, the Non-Purchasing Tenant may not be evicted from a Unit at any time for failure to purchase or any other reason applicable to expiration of tenancy, provided that eviction proceedings may be commenced for non-payment of rent, illegal use or occupancy of a Unit, refusal of reasonable access to the Condominium or its managing agent, a breach by the Non-Purchasing Tenant of his obligations to the owner of the Unit, or such grounds for eviction as may then be permitted by law. The Non-Occupant Purchaser will be responsible for all litigation fees and related costs resulting from the existing lease or tenancy. In addition, no eviction proceedings may be commenced against a Non-Purchasing Tenant on the grounds that the Non-Occupant Purchaser seeks such Unit for the use and occupancy of himself or his family.

If the Non-Occupant Purchaser acquires a Unit occupied by another, then on the Closing Date of such Unit, the Non-Occupant Purchaser will become the landlord of such tenant and the latter will become the Non-Occupant Purchaser's tenant. Such Non-Occupant Purchaser will be required under the Purchase Agreement executed by him to pay the Common Charges, taxes, or other assessments charged against the Unit by the Condominium Board, regardless of whether such Common Charges, taxes or other assessments are greater or less than the rent payable by the tenant or occupant, and regardless of whether or not the rent is received. In addition, such Non-Occupant Purchaser will be responsible for the performance of all obligations of the landlord under the lease with the tenant or occupant, including, without limitation, the obligation to maintain, replace and repair any plumbing fixtures, refrigerator, range, dishwasher, lighting fixtures, and other equipment, if any, which are included in the Unit, not owned by the tenant or occupant and to paint the Unit, as provided in the Purchase Agreement or applicable Law.

The Purchase Agreement for a Loft Unit occupied by a Non-Purchasing Tenant shall contain a provision whereby the Non-Occupant Purchaser of such Unit irrevocably appoints the then managing agent of the Building (which managing agent may be replaced from time to time by the Condominium Board) as his agent, coupled with an interest, to provide, for the account and at the expense of the Non-Occupant Purchaser, all services and facilities required by Law on a non-discriminatory basis, to the Non-Purchasing Tenant who has a right to occupy the Unit such Non-Occupant Purchaser is purchasing until such time as said right to occupy terminates. In addition, the Non-Occupant Purchaser shall agree: (a) to

deposit with the Managing Agent at the closing of title to the Unit, a sum not less than an amount equal to two (2) months Common Charges for such Unit to be used as working capital to furnish such services and facilities, and (b) upon written notice by the Managing Agent that the deposit has been diminished, to replenish such fund within a fifteen (15) day period. The Declaration and By-Laws for the Condominium shall provide that failure to replenish such fund shall result in the Condominium Board, on behalf of all Unit Owners, having a lien against the Units. Sponsor shall guarantee the obligation of the Managing agent to provide such services and facilities until such time as Sponsor surrenders control of the Condominium Board. Each Non-Occupant Purchaser of a Unit will be required to indemnify Sponsor for all costs expended by Sponsor on such Non-Occupant Purchaser's behalf. The foregoing obligations of a Non-Occupant Purchaser do not apply to Sponsor.

Upon each resale of a Unit occupied by another, the Managing Agent shall notify the Non-Purchasing Tenant thereof in writing within ten (10) days following the change in ownership of the name and address of the new Non-Occupant Purchaser.

No representation is made or warranty given as to whether the GBL or the Rent Laws will continue to apply to Units occupied by others in the Building or whether there will be any future amendments thereto. Nothing contained herein shall be deemed to prevent Sponsor or any Purchaser of a Unit from enjoying the benefits from any amendment to the Rent Laws or any court ruling which may be deemed to benefit Sponsor or any Purchaser.

A Person interested in purchasing a Unit occupied by another is advised to examine the lease to ascertain the rental thereof, expiration date and obligations imposed on the landlord thereof. These leases (other than for the Units having rent controlled status, if any) are on file at the office of the Managing Agent. It is further recommended that such person consult with his own attorney in order to become fully apprised of the effect of the GBL and the Rent Laws, as well as the lease, on his rights as a Non-Occupant Purchaser and his obligations to the existing tenant or occupant.

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

INTERIM USE AND OCCUPANCY AGREEMENTS

Once a Purchase Agreement is signed for a vacant Unit, and for so long as such Purchase Agreement is in effect, such Unit at Sponsor's sole option may only be rented to the Purchaser thereof. Such agreement (an "Interim Use and Occupancy Agreement") will be for such use and occupancy fee, but not to exceed the maximum of such fee legally collectible, and upon such other terms as may be mutually agreed upon. The term of such Interim Use and Occupancy Agreement, if any, shall be for a period which will expire on the earlier of the date of the Closing of such Unit or such other date as is agreed to by Sponsor and the occupant. In the event this Plan is abandoned, Sponsor shall cancel the Interim Use and Occupancy Agreement and Purchaser shall surrender occupancy and vacate the Unit within thirty (30) days after receipt of written notice from Sponsor. However, notwithstanding the foregoing sentence, in the event of such abandonment, the Purchaser who has entered into an Interim Use and Occupancy Agreement shall continue to be subject to whatever rental laws he or she was subject to prior to such abandonment, if any. Should Purchaser rescind his or her Purchase Agreement pursuant to any permitted rescission, the Interim Use and Occupancy Agreement shall terminate thirty (30) days thereafter and Purchaser shall be obligated to vacate the apartment no later than that time.

An Interim Use and Occupancy Agreement will provide that an uncured default by the Purchaser under the Purchase Agreement will constitute a default under the Interim Use and Occupancy Agreement, entitling the landlord (i.e., Sponsor), at its sole option, to terminate the Interim Use and Occupancy Agreement. The Purchase Agreement shall also contain a similar cross-default provision entitling Sponsor to cancel the Purchase Agreement in the event that the Purchaser fails to cure a default under the Interim Use and Occupancy Agreement within any applicable grace period. However, before the Sponsor may utilize a default under the Interim Use and Occupancy Agreement to declare a default under the Purchase Agreement, the Sponsor must (i) obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the interim occupant or (ii) the interim occupant must have vacated the Unit. Sponsor's obligations under the Purchase Agreement will be tolled during the time within which Sponsor must obtain the order of eviction or other judgment or order referred to above. The interim occupant must vacate the Unit within five (5) days after any default under the Purchase Agreement which remains uncured after five (5) days. No portion of the rental paid under an Interim Use and Occupancy Agreement will be credited toward the Unit's purchase price.

Purchasers entering into an Interim Use and Occupancy Agreement for a Loft Unit will be required to pay the legal fees of Sponsor's counsel in connection therewith, upon execution of the Interim Use and Occupancy Agreement. Sponsor's right and its designee's right to rent or lease any Unsold Unit will not be subject to any right of first refusal in favor of the Condominium Board to lease such Unit from Sponsor or its designee on the same terms offered to the prospective tenant or occupant.

If a Tenant Purchaser has entered into a Purchase Agreement for a Loft Unit, and the Plan is later abandoned, the Tenant Purchaser will continue to have the rights of a tenant afforded to him under the Rent Laws.

A copy of the form of Interim Use and Occupancy Agreement is included in Part II of the Plan.

PROCEDURE TO PURCHASE

A prospective Purchaser desiring to purchase a Loft Unit will be required to execute a Purchase Agreement, which will be in the form set forth in Part II of the Plan.

A prospective Purchaser may obtain the Plan upon payment of a $250 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.

Tenant Purchasers will be afforded not less than three (3) business days to review this Plan and all filed amendments prior to executing a Purchase Agreement unless fewer than three (3) business days remain in the statutory time period to declare the Plan effective.

At Sponsor's option, Non-Tenant Purchasers will be afforded (a) not less than three (3) business days to review this Plan and all filed amendments prior to executing a Purchase Agreement, unless fewer than three (3) business days remain in the statutory time period to declare the Plan effective, or (b) not less than seven (7) days after delivering an executed Purchase Agreement together with the Deposit to rescind the Purchase Agreement and have the Deposit refunded promptly. Such rescinding Non-Tenant Purchaser must either personally deliver a written notice of rescission to the Sponsor within such 7-day period or mail the notice of rescission to the Sponsor and have the mailing post-marked within the 7-day period.

The Purchase Agreement sets forth in detail the terms of sale with respect to each Unit and should be read carefully by each prospective Purchaser. Prospective Purchasers should be aware that if any conflict exists between the Plan and the Purchase Agreement, the provisions of the Plan shall in all events control.

Although a Purchaser may obtain financing from a lending institution or any other source, Purchaser's obligation to purchase a Unit pursuant to the Purchase Agreement shall not be contingent on Purchaser obtaining financing for such purchase. Accordingly, the terms and provisions of the Purchase Agreement and Purchaser's obligations under the Purchase Agreement are not contingent upon Purchaser securing financing of the Purchase Price (or any portion thereof). Purchaser's failure to obtain such financing will not relieve Purchaser of Purchaser's obligations under the Purchase Agreement. If Purchaser chooses to finance Purchaser's purchase of the Unit through a lending institution or any other source and obtains a commitment for financing, neither a subsequent change in the terms of such commitment, the expiration or other termination of such commitment, nor any change in Purchaser's financial status or condition shall release or relieve Purchaser of Purchaser's obligations pursuant to the Purchase Agreement, as the terms and conditions of the Purchase Agreement and Purchaser's obligations under the Purchase Agreement are not contingent upon Purchaser receiving a commitment for financing of the Purchase Price (or any portion thereof) or maintaining any such commitment for such financing. Neither Sponsor nor Selling Agent makes any representations as to the terms or availability of any mortgage financing.

Purchase Agreements for Loft Units will not be binding on Sponsor until approved and executed by it, and delivered by Sponsor to the prospective Purchaser. Sponsor will have 30 days after delivery by Purchaser of an executed Purchase Agreement and the Deposit required thereby, within which to accept or reject such Purchase Agreement. Sponsor reserves the right to request thorough identification and financial information (including credit reports) concerning any prospective Purchaser, subject to any limitations and requirements imposed by Law. If a Purchase Agreement is not accepted by Sponsor within the aforesaid 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 Unit, except as prohibited by Law, and (b) a Purchase

Agreement(s) for more than one Unit to any one person or entity. Notwithstanding anything to the contrary contained in this paragraph, Sponsor must accept a Purchase Agreement from a Tenant Purchaser who submits a signed Purchase Agreement and check for the Deposit to Sponsor during the time within which the Tenant Purchaser has the exclusive right to purchase his Loft Unit under this Plan. Such Tenant Purchaser will receive a fully executed counterpart of such Purchase Agreement from Sponsor.

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 Closing, a Purchaser shall be required to sign a Unit Owner Power of Attorney to the Board of Managers of the Condominium, the form of which is included in Part II of the Plan, failing which, Purchaser shall be in default of the Purchase Agreement.

At the time of execution of a Purchase Agreement, a Purchaser will be required to make an initial deposit in an amount equal to ten (10%) percent of the purchase price (the "Initial Deposit"). On the sixtieth day after the date of the Purchase Agreement, to further secure Purchaser's obligations under the Purchase Agreement, a Purchaser will be required to make an additional deposit in an amount equal to ten percent (10%) of the purchase price due (the "Additional Deposit"), but in any event, no later than the Closing Date. The Initial Deposit and the Additional Deposit are hereinafter collectively referred to as the "Deposit". Any Purchaser, however, who executes a Purchase Agreement after the Presentation Date of the amendment declaring the Plan effective will be required to make a single deposit equal to twenty (20%) percent of the Purchase Price, at the time the Purchase Agreement is executed, in which case such deposit will also be referred to as the "Deposit". Each Deposit shall be by an official bank endorsed certified check or check drawn on or issued by a United States Bank or trust company which is a member of the Federal Reserve System. The Deposit must be made payable to the direct order of "GERSTEIN STRAUSS & RINALDI LLP, 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.

Any Deposit made pursuant to a Purchase Agreement is 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" which is the next section.

The balance of the purchase price shall be payable simultaneously with the delivery of the deed to the Unit by wire transfer, official bank check or unendorsed certified check drawn on or issued by a New York bank or trust company which is a member of The New York Clearinghouse Association and shall be payable to the direct order of Sponsor, or otherwise if Sponsor should so notify Purchaser. The deed will be substantially in the form set forth in Part II of the Plan. Interest, if any, on Purchaser's Deposit will be credited or paid to Purchaser at Closing.

TIME IS OF THE ESSENCE AS TO PURCHASER'S OBLIGATIONS PURSUANT TO 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.

After the Plan is declared effective, a Purchaser will receive at least 30 days' prior notice of the Scheduled Closing Date. If Purchaser of a Loft Unit fails to close title to its Unit on the Scheduled Closing Date or otherwise fails to perform any other obligations under his Purchase Agreement,

including, but not limited to the failure to pay the Additional Deposit, and if Purchaser does not cure such default within 30 days after Sponsor gives written notice to Purchaser of the default, Sponsor may, at its option, either (a) cancel the Purchase Agreement and retain the Deposit together with any interest earned thereon, as liquidated damages, in which event all rights, obligations and liabilities of Sponsor and Purchaser shall wholly cease and terminate or (b) bring an action against Purchaser for specific performance. In addition, Sponsor shall also be entitled to retain any amount paid by Purchaser to Sponsor for special work requested by Purchaser.

Prior to the closing of title to a Unit, the Purchase Agreement prohibits a Purchaser from listing the Unit for resale or rental with any broker or from advertising or otherwise offering, promoting or publicizing the availability of the Unit for sale or lease, without Sponsor's prior written consent. Any listing of the Unit for sale and/or advertising 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 the Purchaser, together with interest earned thereon.

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) shall expressly and voluntarily waive such immunity and consent to any suit, action or proceeding arising out of or relating to the Purchase Agreement 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. Any such Purchaser shall designate and authorize a lawful agent to receive process for and on behalf of Purchaser in any State or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with the Purchase Agreement.

If a Purchaser of a Loft Unit fails for any reason to close title to his Unit within 10 days of the Scheduled Closing Date (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 originally scheduled Closing Date, regardless of when the actual Closing occurs, and (b) Purchaser will be required to pay to Sponsor, as a reimbursement of Sponsor's higher carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Sponsor under the Purchase Agreement and the Plan, an amount equal to 0.03% of the purchase price of his Unit for each day starting from (and including) the originally scheduled Closing Date to (and including) the day before the actual Closing Date. If Sponsor adjourns the closing, through no fault of Purchaser, the provisions of this paragraph shall apply to the adjourned Closing Date.

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 Agreement(s). In the event of such a default, Sponsor may, at its option, cancel each such Purchase Agreement(s) and retain, as liquidated damages, the entire Deposit(s) made by Purchaser, together with any interest earned thereon, if any, under each of such Purchase Agreement(s) or bring an action against Purchaser for specific performance.

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

Sponsor contemplates that the First Closing will occur on or about April 1, 2016.

From and after the Closing of each Unit, Purchaser will become obligated for the payment of Common Charges, real estate taxes and assessments (including water charges and sewer rents, if separately assessed) and all other expenses with respect to his Unit, whether or not he has taken

possession of his Unit, and whether or not all work required to be performed by anyone in or to his 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 a Purchaser takes possession of such Unit, at which time such risk shall be assumed by Purchaser), but without any obligation or liability by Sponsor to repair or restore any Unit. (See Section entitled "Closing of Title to Units and Terms of Sale" for more details.)

ESCROW AND TRUST FUND REQUIREMENTS

All deposits, downpayments, advances and payments, including those made for upgrades, extras, or custom work, made by Purchasers prior to the closing of an Unsold Unit ("Deposits") will be held in escrow in conformity with the disclosure contained in this section of the Plan, provided however that deposits for upgrades, custom work and extras may be released by Sponsor prior to the Closing of each Unit in order to pay for the cost of such upgrades, custom work or extras.

The Escrow Agent

The law firm of Gerstein Strauss & Rinaldi LLP, with an address at 57 West 38th Street, New York, New York 10018, telephone number (212) 398-7900, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorneys, acting singly, to serve as signatories: Victor R. Gerstein, Esq., Gary J. Strauss, Esq., and Lisa J. Rinaldi, Esq. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

The Escrow Account

Escrow Agent has established a master escrow account entitled "Gerstein Strauss & Rinaldi LLP, Escrow Account" ("Master Escrow Account") at The Hudson Valley Bank with a branch office at 60 East 42nd Street, New York, New York 10165 ("Escrow Bank"). The Deposit will be placed in the Master Escrow Account and the Escrow Agent shall sign the Escrowed Funds Rider within 5 business days after tender of the Deposit and Purchase Agreement 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. Each Purchaser is required to deliver a completed and signed Form W-9 (Request for Taxpayer Identification Number) or a Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)) or Form W-8BEN-E (Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities)) in the forms similar to those 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, Form W-8BEN, or Form W-8BEN-E, the Deposit will thereafter be promptly transferred to an individual interest bearing sub-escrow account in the name of Purchaser. If a Purchaser does not deliver the Form W-9, Form W-8BEN, or Form W-8BEN-E, 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 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 Deposit has been placed in the Master Escrow Account. 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 Agreement and rescind so long as the right to rescind is exercised within 90 days after tender of the Deposit and Purchase Agreement 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 placed in the Escrow Account in accordance with the New York State Department of Law's

regulations concerning Deposits and requisite notice was timely mailed to the Purchaser. Any Deposits made for upgrades and extras, or custom work, shall be deposited into the Master Escrow Account and released in accordance with the terms of a written agreement between Purchaser and Sponsor and used to pay for or reimburse to Sponsor for the cost of such upgrades, custom work or extras. As a result, in the event a Purchaser is entitled to rescind the Purchase Agreement in accordance with the Plan, the Purchaser will not receive a refund of any funds used for such upgrades, custom work or extras. If the Plan is not consummated and as a result Loft Units are not conveyed by Sponsor, any funds deposited in escrow for upgrades, custom work or extras will be returned to such Purchaser, provided Sponsor has not incurred any costs in connection with, or performed the upgrades, custom work or extras. Escrow Agent will not be required to send the letter to each Purchaser referred to above in connection with any subsequent Deposits tendered by Purchaser after the initial Deposit to Sponsor or Selling Agent and deposited into the Master Escrow Account prior to the Closing.

The Escrow Bank is covered by federal bank deposit insurance 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 federally insured in excess of $250,000; (ii) while the Deposit is in the non-interest bearing portion of the Master Escrow Account, the Deposit may not be fully federally insured even if the Deposit does not exceed $250,000; and (iii) if the amount of Purchaser's other deposits at the Escrow Bank, if any, when added to the Deposit, exceeds $250,000, the amount in excess of $250,000 will not be federally insured. No representation or guaranty is made by Sponsor that the Federal Deposit Insurance Corporation will insure any depositor's funds, if and when called upon to do so.

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.

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 at any time, if the Deposit has been deposited into escrow and the Purchase Agreement has not yet been delivered by Purchaser.

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. Deposits will not earn interest until such time as Purchaser has delivered to Escrow Agent a fully completed Form W-9, Form W-8BEN, or Form W-8BEN-E. 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 if Purchaser defaults. The interest rate to be earned will be the prevailing rate for these accounts that are paid by the Escrow Bank. Interest will begin to accrue within: (i) 3 business days, if the Deposit is cash or cash equivalent; or (ii) 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.

All instruments shall be made payable directly to the order of "Gerstein Strauss & Rinaldi LLP, as Escrow Agent." Endorsed instruments will not be accepted.

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

The Purchase Agreement is included in Part II of the Plan. The relevant escrow trust fund provisions are included in the Escrowed Funds Rider, attached as Schedule A to the Purchase Agreement. The Escrowed Funds Rider will be executed by Sponsor, Purchaser and Escrow Agent.

Release of Funds

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

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

The Escrow Agent shall release the Deposit if so directed:

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

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

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

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

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

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

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

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

Waiver Void

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

Miscellaneous Provisions

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 is acting merely as a stakeholder. Upon payment of the Deposit pursuant to the Plan, Escrow Agent shall be fully released from all liability and obligation with respect to the Deposit. Escrow Agent shall accept a Deposit made by check, subject to collection.

Sponsor has agreed to indemnify Escrow Agent from all costs, claims, expenses and damages incurred in connection with or arising out of the escrow agreement or the performance or non-performance of Escrow Agent's duties under the escrow agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of the escrow agreement or involving gross negligence of Escrow Agent.

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.

In the alternative to placing the Deposits in Escrow, Sponsor may apply to the Department of Law to use security in the form of surety bonds or a letter of credit in lieu of escrow of such funds. If Sponsor's application to use alternative security is approved by the Department of Law, Sponsor shall file an amendment to the Plan, which amendment will (i) include the terms of such alternative security, (ii) annex a form for the written consent of each affected Purchaser to withdraw the funds from escrow and (iii) provide for the continuation of escrow of funds of any Purchaser who does not execute and deliver such written consent to Sponsor.

Escrow Agent shall make available to the Attorney General, upon request, all books and records of Escrow Agent relating to the escrow funds.

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

ASSIGNMENT OF PURCHASE AGREEMENTS

A Purchaser (including a Tenant 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. Under no circumstances will Sponsor consent to an assignment of a Purchase Agreement in which Purchaser will receive consideration. 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 Sponsor's attorney's fee of $750.00 for review of the assignment and assumption agreement. Any purported assignment by Purchaser in violation of this Section shall be a default by Purchaser, entitling Sponsor to the remedies set forth in the Section entitled "Procedure to Purchase", and shall be voidable at the option of Sponsor.

Notwithstanding anything to the contrary contained above, if Purchaser has signed the Purchase Agreement in an individual name (and not in the name of an entity), and provided that Purchaser has obtained consent from its Lender, if any, then Purchaser shall have a one-time right to assign Purchaser's rights under the Purchase Agreement, in whole, but not in part, to an entity "controlled" (as such term is defined below) by Purchaser (the entity to which the rights are assignable may be a trust, limited liability company or a corporation) or to member(s) of Purchaser's immediate family, provided that (i) Purchaser designates such assignee at least 5 business days prior to the Closing Date; (ii) Purchaser delivers to Sponsor's counsel a fee in the amount of $750.00 for its services in connection with the review of the assignment and assumption agreement, (iii) the Closing will not be delayed as a result of such assignment, (iv) the assignee of the Purchase Agreement assumes in writing, the obligations of the Purchaser under the Purchase Agreement, (v) the assignment is made without consideration, (vi) the assignee shall provide an affidavit stating that the Assignee was not procured by Sponsor, the Selling Agent or the Managing Agent and that the assignee asserts that he or she or a specified member of his or her immediate family will personally occupy the Unit, and (vii) for a Tenant Purchaser, the assignee will provide proof satisfactory to Sponsor, in Sponsor's sole discretion, that the assignee is qualified to reside in the Unit as a result of the assignee being certified as an artist by the New York City Department of Cultural Affairs. As used in this paragraph, the term "control" shall mean the control, either directly or indirectly, of at least 51 percent of the voting shares or entity interests of such assignee, together with the authority to direct and manage the affairs of such assignee, which shall include Purchaser being the managing general partner of such partnership or the principal manager or managing member of such limited liability company. Any obligations of Purchaser may be performed by such assignee, and Sponsor agrees to accept such performance as if it were the performance of Purchaser. No such assignment shall modify Purchaser's obligations under the Purchase Agreement, including without limitation, Purchaser's indemnity obligations contained in the Purchase Agreement, reduce or limit any liability or obligation of Purchaser who shall remain primarily liable notwithstanding any liability assumed by assignee. Unless Purchaser complies with the provisions of this paragraph, any purported assignment by Purchaser shall be null and void and of no effect as against Sponsor.

No Advertising

Prior to the Closing of Title, Purchaser shall not list the Unit for resale or rental with any broker or advertiser or otherwise offer, promote or publicize the availability of the Unit for sale or lease, without Sponsor's prior written consent. Any listing of the Unit or form of advertising, promotion or publicizing of the Unit by Purchaser prior to the Closing of Title shall be a default by Purchaser, entitling Sponsor to the remedies set forth in the Section entitled "Procedure to Purchase".

EFFECTIVE DATE

The offering by Sponsor under the Plan of the sale of Loft Units is contingent upon the Plan being declared effective and the date of the First Closing shall not be fixed until the Plan has been declared effective and the effectiveness amendment is accepted for filing. The Plan may be declared effective, at Sponsor's option, at any time when Purchase Agreements have been executed by bona fide tenants in occupancy or bona fide purchasers who represent that they intend that they or a specified member of their immediate family will occupy the dwelling unit when it becomes vacant, with respect to no less than 15% of all Loft Units, i.e., 4 Loft Units. The Plan must be declared effective at such time as Purchase Agreements have been executed and are in effect with respect to 80% of all Loft Units, i.e., 18 Loft Units. No more than one Purchase Agreement by Non Tenant Purchasers or by Tenant Purchasers of a particular unit shall be counted. Only one Purchase Agreement from a Tenant who leases or occupies more than one unit shall be counted toward effectiveness.

To declare the Plan effective, 15% of the Purchasers must be "bona fide", which is defined as: (1) a tenant in occupancy on the date the Plan is declared effective; or (2) a Purchaser who represents that they or one or more members of their immediate family intend to occupy the Unit when it becomes vacant. For purposes of effectiveness, the purchase of contiguous Units (*i.e.* Unit combinations) shall be treated as one Unit. Notwithstanding the foregoing, the purchase of non-contiguous Units by one Purchaser for more than one bona fide Purchaser (*e.g.* one Unit for parents and one for adult child) shall be treated as individual Units for effectiveness purposes.

The Department of Law requires an affirmative representation from each bona fide Purchaser as part of an investigative process. A Purchaser who is bona fide, as defined above, will be required to execute an affidavit entitled "Affidavit of Bona Fide [Tenant/Non-Tenant] Purchaser for Purposes of Declaring Offering Plan Effective." Copies of the forms of affidavits are included in Part II of the Plan. A Purchaser's failure to execute the applicable Affidavit will be a default under the Purchase Agreement.

Purchasers are advised to seek the advice of an attorney before executing the applicable Affidavit. The submission of any misinformation to the Department of Law, including a false instrument, shall be deemed a violation of the Martin Act, and may also subject both the Sponsor and the Purchaser to both civil and criminal liability.

As to tenants who were in occupancy on the date of the plan was accepted for filing, the Purchase Agreement shall be executed and delivered pursuant to an offering made without fraud and discriminatory repurchase agreements or other discriminatory inducements. The Plan will be declared effective by either (i) a duly filed amendment, with a copy of such amendment, thereafter, being delivered to all Purchasers and Tenants, or (ii) by personal service of notice on every Tenant and Purchaser or by commencement of service by mail in the manner required by the Regulations stating that the Plan is declared effective, and then submitting an amendment to the Department of Law within five (5) days confirming that the Plan was declared effective on a specified date. Sponsor will submit to the Department of Law, if requested to do so, copies of all Purchase Agreements (and any amendments or modifications thereto) within 5 business days after such request is made.

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 Tenant 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, unless fewer than three (3) business days remain in the statutory time period to declare the Plan effective; or (iii) signed by Non-Tenant Purchasers who, at Sponsor's option, have (a) not been afforded at least 3 business days to review the Plan and all filed amendments, unless fewer than three (3) business days remain in the statutory time period to declare the Plan effective, or (b) not fewer than seven (7) days after delivering an executed Purchase Agreement

together with the required Deposit to rescind the Purchase Agreement; or (iv) signed by any Purchaser who is Sponsor, the Selling Agent, the Managing Agent or a principal of same, or is related to the Sponsor, the Selling Agent or the Managing Agent or to any principal of same by blood, marriage or adoption or as a business associate, an employee, a shareholder or a limited partner, except that such a Purchaser (other than Sponsor or a principal of Sponsor) may be counted only if Sponsor has submitted proof satisfactory to the Department of Law establishing that the Purchaser is bona fide; or (v) assigned or transferred by the Tenant-Purchaser but which are not signed by the Tenant-Purchaser, for which the entire Deposit was not paid by the Tenant Purchaser and which do not include an affidavit by the assignee stating that the assignee was not procured by the Sponsor, the Selling Agent or the Managing Agent and that the assignee intends that he or she or a specified member of his or her immediate family will personally occupy the Unit.

The Plan may be withdrawn or abandoned by Sponsor for any reason whatsoever at any time prior to its being declared effective, in which event Purchasers will be notified by Sponsor in writing, by registered or certified mail.

The Plan will be deemed abandoned, void and of no effect if it does not become effective within fifteen months from the date of issuance of the letter from the Department of Law indicating that the Plan has been accepted for filing. If the Plan is so abandoned, no new plan for the conversion of the Building shall be submitted to the Department of Law for at least 12 months after such abandonment.

Once the Plan has been declared effective, it may not thereafter be abandoned or withdrawn, except that, prior to the First Closing, the Plan may, at the option of Sponsor, be abandoned in the event of: (1) the existence of one or more title defects (including violations of record or work orders of a mortgagee or insurance carrier) affecting any one or more Loft Units or the Property that cannot be removed, cured or complied with prior to the date set for the First Closing without litigation or for less than one half of one percent (.5%) 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 any 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 one half of one percent (.5%) 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 or determinations of any authority or regulatory association which exist on the Filing Date of the Plan and are either known to Sponsor or are a matter of public record.

If the Plan is withdrawn or abandoned, all Deposits, together with any interest earned thereon, will be returned to Purchasers within 30 days following such withdrawal or abandonment. Upon the return of the Deposits, together with any interest earned thereon, 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. Sponsor shall promptly submit an amendment to the Department of Law confirming such abandonment or withdrawal and shall file a notice of abandonment on form RS-3 or such other form as the Department of Law may require and explain the reason for the abandonment and disposition of all Deposits received, and any interest earned thereon.

Sponsor will, on the 30th, 60th, 88th and 90th day after the Presentation Date of this Plan and at least once every thirty (30) days until this Plan is either declared effective or abandoned, as the case may be, and on the 2nd day before the expiration of any Exclusive Purchase Period provided in an amendment to this Plan, (i) file with the Attorney General, Investment Protection Bureau, 23rd Floor, 120 Broadway, New York, New York 10271, a written statement, under oath, setting forth the percentage of Loft Units in the Building which are the subject of Purchase Agreements executed by bona fide tenants in occupancy or bona fide purchasers who represent that they intend that they or one or more specified members of their immediate family occupy the Loft Unit when it becomes vacant as of the date of such statement and as of

a specified time; and (ii) before noon on the day such statement is filed, post a copy of such statement in a prominent place accessible to all tenants in the Building. The percentage referred to in clause (i) of the immediately preceding sentence shall be computed in the same manner as Sponsor shall compute the minimum percentage needed to declare this Plan effective. The statement which is posted in the Building and filed with the Attorney General shall include the following: the date and time of the statement, the Filing Date of this Plan, the Presentation Date of this Plan and any current amendment, the last day of any Exclusive Purchase Period, the number of bona fide tenants in occupancy and bona fide purchasers who have execute Purchase Agreements, the number of Loft Units counted in the base and the percentage of purchasers. Copies of all filed and posted written statements will be available for inspection at the office of the Selling Agent and the Attorney General. All filed and posted written statements shall remain posted until the next filed and written statement is posted.

CLOSING OF TITLE TO UNITS AND TERMS OF SALE

The Closing of Title to each Unit shall be held at the offices of Sponsor's attorneys, Gerstein Strauss & Rinaldi LLP, 57 West 38th Street, New York, New York or at such other place as Sponsor may designate. The Closing to each Loft Unit shall take place only after or concurrently with the following events:

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

(b) a temporary or permanent certificate of occupancy for the Loft Unit is in effect;

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

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

(e) for Purchase Agreements executed before the First Closing, the delivery to Purchaser of written notice of the time and place of the Closing to his Unit at least 30 days prior to the Scheduled Closing Date specified therein, including a reasonable opportunity, upon written request of Purchaser, for Purchaser to examine his Unit and the Property, during normal business hours and in the company of Sponsor's agent, prior to Closing;

(f) the delivery to Purchaser of a bargain and sale deed with covenant against grantor's acts, 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.

(g) the execution and delivery by Purchaser of the Unit Owner's Power of Attorney, the form of which is set forth in Part II of the Plan;

(h) if Purchaser has requested title insurance, the issuance to Purchaser (at Purchaser's sole expense) of a policy of title insurance in at least the amount of the purchase price of the Unit, insuring that (i) Purchaser has fee title to his Unit free and clear of all liens and encumbrances except for (1) Permitted Encumbrances and standard printed exceptions, (2) liens and encumbrances (other than Permitted Encumbrances) to which his Unit's title is subject, which have been expressly accepted by Purchaser, and (3) any mortgage and related security documents that Purchaser executes in connection with the financing of the purchase price of his Unit and (ii) the Condominium has been validly created pursuant to the Condominium Act.

Once the First Unit Closing has occurred, the requirement of providing a Purchaser with 30 days written notice of Purchaser's Closing Date, as set forth in paragraph (e) above, will not be applicable for any unit for which a temporary or final certificate of occupancy is in effect at the time a Purchase Agreement for such Unit is fully executed, as the Purchase Agreement for such Unit will include an actual Closing date for such Unit. If the temporary certificate of occupancy for the Unit expires before the

Scheduled Closing Date occurs Sponsor will adjourn the Closing Date to a date after the temporary certificate of occupancy has been renewed.

Sponsor shall be entitled to deliver the 30 day closing notice prior to the occurrence of the events listed in items (b) through (h) above.

All personal property, including but not limited to the appliances, equipment or fixtures installed in the Unit shall be included in the conveyance of the Unit, unless specifically excepted in the Plan and all appliances, equipment or fixtures installed in the Common Elements on the date the Declaration shall be assigned to the Condominium Board at the First Closing.

Title to a Unit will be conveyed to a Purchaser free and clear of any liens and encumbrances other than Permitted Encumbrances. In the event of the existence of any lien or encumbrance other than Permitted Encumbrances, the sole remedy of Purchasers under the Plan will be to rescind their respective Purchase Agreements within 15 days after receipt of notice or an amendment disclosing such lien or encumbrance. A Purchaser electing to proceed with the purchase of his Unit will not be entitled to any credit against, or abatement of, the purchase price set forth in his Purchase Agreement and will have no claim or right of action against Sponsor by reason thereof. Sponsor has no obligation to institute any action or proceeding or to expend any sum of money to make title marketable or to eliminate any encumbrances or title defects, except to incur expenses up to the aggregate amount of one half of one percent (.5%) of the total offering amount in respect of any one or more Units or the Property.

If Sponsor fails or refuses to correct any title defect, then, provided Purchaser is not then in default, the Purchaser's sole right will be to either (i) take title subject to the title defect (without abatement in or credit against the Purchase Price or claim or right of action against Sponsor for damages or otherwise) or (ii) cancel the Purchase Agreement. If Purchaser elects to terminate the Purchase Agreement, Sponsor shall cause the Deposit together with any interest earned thereon, to be returned to Purchaser, within 30 days after receipt of Purchaser's termination notice. Upon making such refund, Sponsor and Purchaser shall be relieved of all further obligations and liabilities under the Purchase Agreement and the Plan. The foregoing option must be exercised by Purchaser in writing sent to Sponsor within 15 days after the giving of Sponsor's notice of refusal to remedy the title defect. IF THE PURCHASER FAILS TO NOTIFY SPONSOR OF HIS ELECTION WITHIN 15 DAYS AFTER SPONSOR NOTIFIED PURCHASER OF SPONSOR'S REFUSAL 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, (a) provided bonds or properly executed instruments in form for recording necessary to satisfy or release Units from such impermissible liens or encumbrances 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), or (b) Royal Abstract of New York LLC, as issuing agent of Stewart Title Insurance Company, or such other title company licensed to do business in New York and selected by Sponsor, is or would be willing, in a fee policy issued by it to the Purchaser, to insure Purchase 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, at no additional cost or additional premium to Purchaser.

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

The Sponsor represents that, until it no longer controls the Board of Managers, the Property will be maintained, repaired, cared for and operated in substantially the same condition and manner as it was on the date of the First Closing, subject to strikes, lockouts, labor difficulties, acts of God, fire or other casualty, storm, riots, insurrection, inability to obtain materials, equipment or labor, governmental restrictions or any other acts over which the Sponsor is reasonably unable to exercise control. If the Sponsor is prevented from so maintaining the Property for any of these reasons other than fire or other casualty, the Sponsor will make any repairs subsequent to the First Unit Closing that it was obligated to make as of the First Closing.

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 a Purchaser takes possession of such Unit, at which time such risk shall be assumed by Purchaser), but without any obligation or liability by Sponsor to repair or restore any Unit. In the event of damage or destruction of a Unit due to fire or other casualty prior to the Closing, but subsequent to the signing of a Purchase Agreement, provided Sponsor elects (which election shall be in its sole discretion) to repair or restore the 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 any 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 Unit or if the Unit Owners do not resolve to make such repair or restoration pursuant to the By-Laws (see the Section entitled "Rights and Obligations of the Condominium Board"), 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, 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.

Occupied Units are being sold "as is" in the condition in which they exist at the time the Tenant Purchaser or Purchaser signs a Purchase Agreement, subject to ordinary wear and tear.

Sponsor is obligated to provide only the equipment, fixtures and furnishings set forth in the "Description of Property and Building Condition" set forth in Part II of the Plan. If a person desiring to purchase a Unit requests that Sponsor perform special or additional work on such Unit or provide extra furnishings, including, but not limited to, any deviation from the materials or specifications described in the Description of Property and Building Condition set forth in Part II of the Plan, and Sponsor agrees to perform such work and/or provide such furnishing, then Sponsor may require such person to deposit an amount greater than the Deposit required under the Purchase Agreement. All funds received by Sponsor for such upgrades, extras or custom work will be placed in the non-interest bearing portion of the Master Escrow Account. Such funds may be released by Escrow Agent to Sponsor provided that Sponsor uses the funds for upgrades, extras or custom work. If such funds are paid directly to Sponsor or are released to Sponsor and if Purchaser is entitled to rescind the Purchase Agreement in accordance with the Plan, neither Sponsor nor the Escrow Agent shall return such funds to Purchaser.

SPONSOR SHALL IN NO WAY BE OBLIGATED TO PERFORM ANY SPECIAL OR ADDITIONAL WORK TO A UNIT OTHER THAN AS REQUIRED BY THE TERMS OF THE PLAN AND THE DESCRIPTION OF PROPERTY AND BUILDING CONDITION SET FORTH IN PART II OF THE PLAN.

Each Purchaser of a Unit (other than a Tenant Purchaser who remains in occupancy prior to the Closing) shall be given a reasonable opportunity to examine his Unit prior to the Closing and is urged to make a careful inspection thereof. At the Closing, each Purchaser (other than a Tenant Purchaser who remains in occupancy prior to the Closing) 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 the Purchaser acknowledges the condition in which he has inspected his Unit. Under no circumstances shall any item included on an Inspection Statement constitute grounds for a Purchaser to postpone or otherwise delay the date scheduled for the Closing to his Unit or to request that Sponsor escrow funds to secure the completion of such items.

The existing lease of a Tenant who has purchased his Loft Unit will be terminated as of the Closing of title to his Loft Unit, and such Tenants will not have any rights afforded by nor be subject to, the Rent Laws or the GBL.

Prior to the Closing of Title for each Unit, Sponsor will cause such Unit to be released from the lien of any mortgages or security agreements encumbering the Unit (other than any mortgage or security agreements obtained by the Purchaser).

CLOSING COSTS AND ADJUSTMENTS

Closing Costs

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

(a) A contribution to the Working Capital Fund of the Condominium in an amount equal to two (2) month's Common Charges then applicable to each Unit being purchased.

(b) If Purchaser elects to obtain fee title insurance, Purchaser will pay the premium therefore, which will vary depending upon the amount requested. The following rate quotes were issued by Royal Abstract of New York LLC, having an office at 500 Fifth Avenue, New York, New York 10110, (212) 376-0900 ("Title Company"). Title insurance rates are uniform throughout New York State, irrespective of the title company used:

FEE BULK RATE SCHEDULE
(70% Rate)

AMOUNT OF INSURANCE	PREMIUM
First $35,000 or less	$281.00
From $35,001 to $50,000	$4.67 per Thousand
From $50,001 to $100,000	$3.80 per Thousand
From $100,001 to $500,000	$3.05 per Thousand
From $500,001 to $1,000,000	$2.79 per Thousand
From $1,000,001 to $5,000,000	$2.56 per Thousand
From $5,000,001 to $10,000,000	$2.28 per Thousand
From $10,000,001 to $15,000,000	$2.15 per Thousand
From $15,000,001 and up	$1.93 per Thousand

1.1.1 Note - The minimum Premium for a fee policy is $402.

(c) If Purchaser elects to simultaneously obtain both fee title insurance and mortgage title insurance from Title Company, 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 rate of 21% of the standard mortgage policy rates in accordance with the following discounted rate schedule:

SIMULTANEOUS MORTGAGE BULK RATE SCHEDULE
(21% Rate)

AMOUNT OF INSURANCE	PREMIUM
First $35,000	$72.00
From $35,001 to $50,000	$1.17 per Thousand
From $50,001 to $100,000	$ .95 per Thousand
From $100,001 to $500,000	$ .77 per Thousand
From $500,001 to $1,000,000	$ .70 per Thousand
From $1,000,001 to $5,000,000	$ .64 per Thousand
From $5,000,001 to $10,000,000	$ .57 per Thousand
From $10,000,001 to $15,000,000	$ .54 per Thousand
From $15,000,001 and up	$ .49 per Thousand

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

(d) A fee for recording the deed and Unit Owner's power of attorney, being $42.00 for each instrument plus $5.00 per page together with a fee of approximately $125.00 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 Special Additional Tax of 1% where the purchase price equals $1 million or more ("Mansion Tax") 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.

Purchaser is under no obligation to obtain title insurance from Title Company. Purchaser may obtain title insurance from a title company of Purchaser's choice, and Sponsor will not charge a Purchaser any fee or legal fee for selecting any title company.

Purchaser will be assuming Sponsor's statutorily assigned obligations for payment of the State Transfer Tax and RPT Tax. The New York City Department of Finance has taken the position that where the Purchaser of property assumes the obligation for 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. 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	$ 600,000
Tax Rate	x 1%	x 1.425%
Tentative tax	$ 4,000	$ 8,550
Tentative State Tax:		
Net Consideration	$ 400,000	$ 600,000
Rounded to nearest $500	$ 400,000	$ 600,000
Tentative tax ($2 per $500)	$ 1,600	$ 2,400
City Tax:		
Consideration	$ 400,000	$ 600,000
Tentative taxes	+ 5,600	+10,950
Taxable Consideration	$ 405,600	$ 610,950
Tax Rate	x 1%	x 1.425%
City Tax	$ 4,056	$ 8,706
State Tax:		
Net Consideration	$ 400,000	$ 600,000
Tentative taxes	+ 5,600	+ 10,950
Taxable Consideration	$ 405,600	$ 610,950
Rounded to nearest $500		
Tax Rate ($2 per $500)	$ 406,000	$ 611,000
State Tax	$ 1,624	$ 2,444

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 for the Unit where the consideration is $500,000 or less and $4.074 per thousand dollars of the purchase price of the Unit where the consideration is greater $500,000. Payment by the Purchaser of the Mansion Tax is not considered additional consideration to Sponsor for purposes of the calculation of the State Transfer Tax. However, the amount of the State Transfer Tax and the RPT Tax paid by Purchaser will be added to the Purchase Price to determine whether the Mansion Tax is due.

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:

Purchase of a single Loft Unit.

- The NYC transfer tax on the Loft Unit is 1% if the consideration is $500,000 or less, or 1.425% if the consideration is greater than $500,000

Purchase of multiple Loft Units.

- The NYC transfer tax on each Loft 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 condominium unit (i.e., two (2) Loft Units) or if the Unit is not a Loft Unit.

(f) If Purchaser obtains a mortgage loan, Purchaser will be responsible for the payment of all mortgage recording taxes, mortgage recording fees ($42.00 for a mortgage plus $5.00 per page of a mortgage), 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 on a single residential condominium unit 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 for Loft Units. 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 Unit may provide that the Unit Owner deposit monthly with the lender one twelfth (1/12th) of the estimated annual real estate taxes and tax assessments which are assessed or will be assessed against the Unit, together with one twelfth (1/12th) of the annual fire and casualty insurance policy premiums for the Unit, or other amounts, and, at Closing, Purchaser may be required to deposit with the lender a multiple of the aggregate of such one month's real estate taxes, tax assessments and insurance premiums, or other amounts, in order that sufficient funds will be available for the lender to pay the same when due.

(g) Fees payable to Sponsor's attorney, Gerstein Strauss & Rinaldi LLP, in accordance with the following schedule, all of which fees will be cumulative to the extent applicable to any individual closing:

(1) $2,000.00 for the preparation of closing documents, calculation of adjustments, attendance at Closing at the offices of Gerstein Strauss & Rinaldi LLP, or such other place as Sponsor may designate and supervision of execution of closing documents;

(2) If Purchaser requires that the Closing occur other than at the office of Gerstein Strauss & Rinaldi LLP, or such other place as Sponsor may designate, and Sponsor consents to such change, an additional attendance fee of $500.00 for

each Closing held within Manhattan and $1,000.00 for each Closing held in any borough outside Manhattan.

(3) 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, a fee of $750, payable in advance, for review of an assignment agreement.

(4) If through no fault of Sponsor, Purchaser fails to close on the date scheduled for Closing, then Purchaser shall pay to Gerstein Strauss & Rinaldi LLP, an additional fee of $500 for each rescheduled Closing to help 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, Gerstein Strauss & Rinaldi LLP, shall also be entitled to an attendance fee in the amount set forth above if they attend a scheduled Closing but the Closing is adjourned due to Purchaser's failure to comply with Purchaser's closing obligations.

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

(i) If Purchaser obtains a mortgage loan, the Purchaser will pay Sponsor a sum equal to the partial mortgage recording 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 Gerstein Strauss & Rinaldi LLP, other than those specifically set forth above, will be the sole responsibility of Sponsor.

Illustration of Closing Costs

A numerical example for the typical closing costs and expenses for a Unit with a purchase price of $3,000,000.00 and no mortgage financing are set forth below. All tax rates, title insurance premiums and recording rates are subject to change.

Sample Closing Costs:
(By way of illustration only)

1. Working Capital Contribution.....Two (2) month's common charges
2. Title Insurance for Fee.....$11,828.00
3. Recording and pick-up costs for deed and power of attorney (approximately).....$440.00
4. RPT.....$43,530.19
5. State Transfer Tax.....$12,220.00
6. Mansion Tax.....$30,550.00
7. Legal fee of Sponsor's attorney (for Closing, at the office of Sponsor's attorney).....$2,000.00

8. Equalization and Assessment Filing Fee $125.00

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 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 in Section (f) above. Purchasers are advised to consult with prospective lenders for a detailed projection of related financing costs.

In the event a construction or acquisition loan obtained by Sponsor satisfies certain parameters and Sponsor 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 directly to Sponsor to the extent of any mortgage tax credit allowed.

Closing Adjustments

At Closing, adjustments will be made as of midnight of the day preceding the Closing Date between Sponsor and each Purchaser with respect to (a) real estate taxes and assessments, if any (including water charges and sewer rents) on the basis of the period for which assessed. The adjustment for real estate taxes shall include any real estate taxes and water and sewer charges due and owing for the fiscal 1/2 year in which the closing occurs, (b) Common Charges and assessments for the month in which title closes and (c) accrued rent and any other charges pursuant to an interim lease or use and occupancy agreement, if any, covering Purchaser's Unit. In the event the Units have not been separately assessed for real estate tax purposes prior to the First Closing, Sponsor shall pay the real estate taxes due for the fiscal one-half year in which the First Closing takes place. For any period of time occurring after the fiscal one-half year in which the First Closing occurs, and until the Units are separately assessed and billed, each Unit Owner will pay to the Condominium his pro rata share (in the proportion that his Unit's Common Interest bears to the aggregate Common Interest of all Units) of all real estate taxes and assessments with respect to the Property. The Condominium will pay such taxes either to the New York City Department of Finance or directly to Sponsor if Sponsor has already paid real estate taxes for such period. If any Unit Owner fails to pay his pro rata share as set forth above, the Condominium will have a lien on such Unit for non-payment thereof, as if such charges were Common Charges. (See the Section of the Plan entitled "Rights and Obligations of Unit Owners--Common Charges: Collection and Lien for Non-Payment" for further details.) At such time as a Unit is separately assessed and separately billed, the Unit Owner will pay such taxes directly to the taxing authority.

If a Purchaser fails for any reason to close title to his Unit within ten (10) days of the Scheduled Closing Date, (a) the closing apportionments 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 higher 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, an amount equal to 0.03% of the purchase price of his Unit for each day starting from (and including) the Scheduled Closing Date to (and including) the day before the Actual Closing Date. 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 his Unit on the rescheduled Closing Date.

Except as specifically set out in the Plan, Sponsor must 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 for the sale of Units pursuant to the Plan, 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 further details.)

RIGHTS AND OBLIGATIONS OF SPONSOR

Sponsor's Obligations with Respect to the Building

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 intends to, in good faith, endeavor to sell the Units, but has reserved the right to rent or lease any Unit prior to closing the sale thereof to the Purchaser thereof or any other party, to cease marketing Units for sale at any time, in Sponsor's sole discretion, or to use or offer the Unsold Units for any lawful purpose. Except where otherwise prohibited by Law, certain Units may be occupied under short term leases. Accordingly, residents of the Condominium may be comprised of both Unit Owners and tenants leasing from Sponsor or other Unit Owners. Accordingly, it is possible that a significant proportion of Unit Owners will not be residents of the Building and that a significant portion of tenants in the Building may not be Unit Owners. As a consequence, a Unit Owner seeking to resell or refinance a Unit may experience difficulty. In addition, residents of the Condominium who are not Unit Owners do not share the same economic interests as Unit Owners in the maintenance and care of the Building's facilities and amenities and owner-occupants and non-resident Unit Owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing (i.e., purchase as a home as opposed to as an investment). The By-Laws do not include a provision that after the Initial Control Period, a majority of the Board must be owner-occupants or members of an owner-occupant's household who are unrelated to Sponsor and its principal. Because Sponsor is not limiting the conditions under which it will rent rather than sell Units, there is no commitment to sell more than the fifteen percent (15%) necessary to declare the Plan effective and owner-occupants may never gain effective control and management of the Condominium.

(b) Sponsor reserves the right to make any changes in the proposed Condominium Documents and modifications to the Plans and Specifications or changes in the size or number of Units or the amount or quality of Common Elements as may be necessary in Sponsor's sole discretion to conform to Law, to conform the Description of Property and Specifications or Building Conditions to the Plans and Specifications, or to expedite the sale of the Unsold Units; provided, however, that unless an affected Unit Owner consents in writing, any such amendments, additions, or changes shall not materially and adversely affect a Unit Owner or Purchaser, increase any obligations of Unit Owners or Purchasers to any adverse and material degree and any substitution of equipment or materials will not be of lesser quality or design.

(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 may be withdrawn or abandoned by Sponsor for any reason whatsoever at any time prior to its being declared effective.

(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 renovation, as applicable, 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 renovation work filed with the Buildings Department and other appropriate governmental authorities.

(e) Based upon its current renovation schedule, Sponsor contemplates that, unless delayed by Force Majeure, the renovation activities at the Building will be sufficiently completed to permit Closings of Units to begin on or about April 1, 2016. Prospective Purchasers should note, however, that the Units will be completed at differing times over a period that may likely extend

significantly beyond such date. 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 targeted date or the time to complete or to close title to their Units is delayed or postponed by Sponsor. In the event the actual or anticipated commencement date of the first year of condominium operation is to be delayed by six (6) months or more, beyond January 1, 2016, Sponsor will amend the Plan to include a revised budget with current projections. If the Unit Owner's Common Charges in the amended budget exceed those in the latest budget included in the Plan by 25% or more, Sponsor will, in the amendment disclosing such budget, offer all Purchasers the right, for at least 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 his Purchase Agreement beyond the expiration of any applicable grace period will not have the right to rescind). In that case, unless a Purchase Agreement contains an outside closing date, Sponsor is not obligated to schedule a closing within any specified time frame or to ensure that closing of title to a Unit will occur by any date certain.

(f) Sponsor is obligated to bear all costs and expenses incurred in connection with completing the renovation of the Building substantially in accordance with the Plans and Specifications. During the course of renovation, Sponsor retains the right, without prior notice to Purchasers or amendment to the Plan, to (i) change the Plans and Specifications and (ii) substitute equipment, appliances, fixtures or materials, and modify (including, but not limited to natural stone surfaces), layout or design, or change construction procedures provided, however that:

(i) Any materials (including, but not limited to natural stone surfaces), appliances, equipment and fixtures which Sponsor may substitute shall be of substantially equal or better quality or design;

(ii) Any modification of renovation procedures will not materially and adversely affect a Unit or the Building; and

(iii) Sponsor shall not materially change the size or location of the Units or Common Elements or adversely affect the value of any Unit to which title has closed or for which a Purchase Agreement is in effect, except as more specifically provided in the Section of the Plan entitled "Changes in Prices and Units".

(g) Upon the recording of the Declaration, 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 renovation and equipping of the Building, except that warranties and undertakings received by Sponsor which relate to appliances, equipment or fixtures located in any Unit shall be assigned to Purchaser of such Unit on the date of closing of title thereto including the warranties and undertakings received by Sponsor which relate to appliances, equipment, or fixtures located in the Units and the Common Elements. In that warranties may start on the date the appliances, equipment or fixtures are delivered to the Building, 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.

(h) Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a final certificate of occupancy ("FCO") 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 FCOs are issued by the New York City Department of Buildings ("DOB"). 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 an FCO. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to expiration thereof, and ultimately for obtaining an FCO covering the entire building within two years from the date of the issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that DOB will issue the FCO within such two year period. NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE THE FCO FOR THE ENTIRE BUILDING, AND SHALL EXERCISE BEST EFFORTS TO OBTAIN THE FCO WITHIN SUCH TWO YEAR PERIOD WHILE KEEPING THE TCO CURRENT. UNIT OWNERS AND THE BOARD OF MANAGERS SHALL BE OBLIGATED TO COOPERATE WITH AND REFRAIN FROM OBSTRUCTING SPONSOR IN THESE UNDERTAKINGS REGARDING THE TCO AND FCO.

Furthermore, because Sponsor and the By-Laws of the Condominium may permit Unit Owners to undertake renovations to individual Units prior to the procurement of a FCO, such renovations may cause additional delays in the issuance thereof. Unit Owners shall not be permitted to perform work in their Units that will delay the issuance of a Final Certificate of Occupancy. Sponsor shall cause, and the Condominium Board shall cooperate with Sponsor in connection therewith, and pursue all remedies under the Condominium Documents, against any Unit Owner or Unit Owners who perform work in individual Units in contravention of this prohibition. Sponsor shall not be responsible for delays in obtaining the Final Certificate of Occupancy due to work undertaken in individual Units by Unit Owners or as a result of the Units not being used in accordance with applicable Law. Notwithstanding the foregoing, Sponsor and its principals are obligated to procure the FCO.

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

(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, at any time after the First Closing, 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 the Sponsor's Architect shall, from time to time, 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 Architect, from time to time, certifies is reasonably necessary to complete the work needed to obtain the permanent certificate of occupancy.

(j) Renovation is a complicated process requiring the coordination of numerous tasks and the balancing of complex mechanical and architectural systems. During the first years of condominium operation, construction workers and related personnel will be at the Building from time to time making adjustments and performing various tasks relating to the completion of the renovation. Various systems, including but not limited to water supply, air conditioning, heating, ventilating and elevators, may require substantial time after any Closing to complete and may need to be shut down

temporarily. Various other adjustments to windows and elevators and other systems may require substantial time after the Closing to be completed. A Purchaser who closes title to his or her Unit during the completion of the renovation of Common Elements or other Units acknowledges that construction noise, vibration, dust, debris and odors and temporary interruption of services may affect Purchaser's enjoyment of the Unit 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, or any interruption of services 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 or the Commercial Unit will not disturb occupants of the Units, and Sponsor shall have no liability whatsoever for any such disturbance to any Unit Owner or occupant.

(k) Sponsor has no obligation to repair or improve the Unsold Units, the Common Elements or the Facilities used in connection with the operation of the Building except as otherwise expressly provided in the Plan. Sponsor agrees to complete the renovation of the Building and to cause all mechanic's liens with respect to the renovation of the Building to be promptly discharged or bonded (all subject to Sponsor's rights to abandon the Plan).

(l) Each Renovated Unit and the fixtures and personal property contained therein, are being sold and delivered with bathroom and kitchen fixtures and appliances in working order, as described in the Plan, and in their "AS IS" condition at the time of transfer of title to such Unit unless Sponsor and the Purchaser of such Unit otherwise agree in writing. The Purchaser of a Renovated Unit shall inspect such Unit 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. However, if a Purchaser of a Renovated Unit finds that Sponsor's improvements as described in the Plan or in the Purchase Agreement for such Unit or other writing duly executed and delivered by Sponsor have been substantially completed, but not fully completed or are not in good condition, then Sponsor or its designated representative and the Purchaser will at the time of the execution of the Inspection Statement agree upon and set forth in the Inspection Statement a list of the incomplete work to be completed in the Unit by Sponsor following the Closing for such Unit. Sponsor's obligation thereunder shall survive delivery of the deed to the Purchaser. The failure of Sponsor to complete such work shall not be a ground for the Purchaser to delay the closing. Sponsor and its contractors, subcontractors agents and employees, will have a right of access to enter the Unit after closing in order to complete the work on the Inspection Statement. Each Occupied Unit and the fixtures and personal property contained therein, are being sold and delivered in their "As Is" condition at the time of transfer of title to such Unit unless Sponsor and the Purchaser of such Unit otherwise agree in writing.

(m) Article 36-B of the New York General Business Law ("Housing Merchant Implied Warranty Law") does not apply to this offering. Sponsor will correct, repair, or replace any and all defects relating to the renovations of the Building, or in the installation or operation of any appliances, fixtures, or equipment in a Loft Unit or the Common Elements 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 by Sponsor's contractors 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 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 renovation of a Renovated Unit, within six (6)

months of the earlier to occur of (a) first occupancy by Purchaser of such Unit or (b) transfer of title to Purchaser of such Unit;

(ii) with respect to any latent defect in the renovation of a Common Element, within six (6) months of the First Closing;

(iii) with respect to any patent defect in the renovation of a Renovated Unit, within six (6) months of the earlier to occur of (a) first occupancy by Purchaser of such Unit or (b) transfer of title to Purchaser of such Unit, provided such patent defect is not caused by the use or misuse of the Unit Owner; and

(iv) with respect to any patent defect in a Common Element, within three (3) months of the First Closing, provided that such patent defect is not caused by a Unit Owner or any of its contractors, agents or invitees or by the management of the Building.

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

Sponsor will be conclusively considered to have discharged any obligation that it may have with respect to any defects, whether patent or latent, if:

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 the Managing Agent and/or the Unit Owner fails to allow prompt access to the Unit or Common Element in question by Sponsor or Sponsor's contractors; 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.

(n) 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 renovation, or in the installation or operation of any mechanical equipment, appliances, other equipment, finishes, materials or fixtures (including appliances and bathroom fixtures):

(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, deflection, or shifting of the Building; or

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

a. death of trees or 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 used walls and paving, leaching or color variation in colored mortar, tiles, and brick, dimensional variations in brick joints, mortar droppings on bricks,

ponding, and/or controlled drainage on roof and terrace surfaces, terrace tiles not laid flat, stained tiles, and cracks in pressure treated wood used, or intended for use, outside the Building, normal settlement and deflection or any consequential damage resulting therefrom, including, without limitation, cracks in any concrete roof pavers;

b. protruding dry wall fastenings, nail pops, ridging on gypsum board, slight variations in gypsum board, taping, ridging or cracking of sheetrock walls, minor painting imperfections, 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 to an Unit within reasonable tolerances of doors of similar size, weight and quality), adjustment of bi-fold or sliding doors, and air and water infiltration from windows in excess of industry standards;

d. variations in tone or color or finishes of natural stone or variations in tone or color of vanity tops or other natural stone surfaces, slight scratches in plastic laminate, vitreous china, natural stone, wood, stainless steel, or porcelain surfaces, discoloration to hardware and plumbing finishes, cracked bath tile grouting, variation in grouting thickness, and misalignment of bathroom finishes;

e. variations in wood floor stains and finishes caused by normal foot traffic during construction and sales periods, variations in width, length or tone of wood floor strips and normal shrinkage or expansion of wood flooring due to changes in moisture content of wood;

f. noises, vibrations or odors from normal plumbing, heating, air-conditioning, ventilating, and floor noises and creaking;

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

h. normal wear, including chips, to passenger elevator cabs, cab doors, elevator door frames, cab panels, apartment doors and apartment door frames.

i. subsequent to the Closing, paint touch-up, repairs of appliances or replacement of fluorescent light ballasts.

j. ponding and/or controlled drainage on the roof surface.

Notwithstanding the foregoing items listed in (a) through (j) above, contemporaneously with the Closing of the sale of a Renovated Unit by Sponsor to a Unit Owner, Sponsor will be obligated to repair abnormal scratches not caused by the use of the Units by Unit Owners, in plastic laminate, vitreous china, natural stone, wood, porcelain and metallic surfaces by filing or refinishing the same. Sponsor will not be obligated to replace any such surfaces.

THE ITEMS AND CONDITIONS DESCRIBED ABOVE IN (III) ARE NOT DEFECTS AND MAY BE FOUND IN ANY RENOVATED BUILDING. PURCHASERS WHO PURCHASE A UNIT IN THE BUILDING OR IN ANY OTHER BUILDING MAY EXPERIENCE SOME OR ALL OF THESE ITEMS AND CONDITIONS IN THEIR UNITS OR THE COMMON ELEMENTS. SPONSOR HAS NO OBLIGATION TO CORRECT OR REPAIR ANY OF SUCH ITEMS AND CONDITIONS AND SHALL NOT BE LIABLE TO ANY PURCHASER OR 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 WILL HAVE TO PROCEED AT ITS SOLE COST AND EXPENSE AND/OR ANY WARRANTIES OR UNDERTAKINGS ASSIGNED TO IT BY SPONSOR.

NOTWITHSTANDING THE ABOVE, SPONSOR AND ITS PRINCIPALS DO NOT DISCLAIM OR LIMIT LIABILITY FOR FAILURE TO PERFORM ANY OBLIGATION IMPOSED BY APPLICABLE STATUTE OR REGULATION. SPONSOR DOES NOT FINANCIALLY LIMIT ITS LIABILITY FOR FAILURE TO PERFORM ITS OBLIGATOINS UNDER THIS PLAN.

(o) NOTHING CONTAINED IN THIS SECTION WILL BE CONSTRUED SO AS TO RENDER SPONSOR LIABLE FOR CONSEQUENTIAL DAMAGES (WHETHER BASED ON NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, OR OTHERWISE), IT BEING INTENDED THAT SPONSOR'S SOLE OBLIGATION UNDER THIS SECTION WILL BE TO REPAIR OR REPLACE ANY DEFECTIVE ITEM OF RENOVATION 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 OTHER DEFECTIVE OR OTHER CONDITIONS IN THE BUILDING (INCLUDING IN THE 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 RENOVATION OF THE BUILDING CONTAINED IN THIS SECTION, NO OTHER WARRANTIES OR UNDERTAKINGS SHALL BE IMPLIED.

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

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

(r) 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.

(s) Sponsor will pay or cause to be paid all contractors, subcontractors and materialmen and all others involved in the renovation 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 renovation thereof and will cause any and all mechanics' liens arising out of such renovation and equipping, if any, to be discharged by bonding, or otherwise, promptly after the filing of any such liens.

(t) Sponsor shall have the obligation to defend any suit or proceeding against the Condominium Board and Unit Owners arising out of Sponsor's acts or omissions. Sponsor shall indemnify the Condominium Board and Unit Owner(s) in any such action or proceeding.

(u) Sponsor will deliver to the Condominium Board copies of all of the mechanical, electrical and plumbing drawings for the Building that Sponsor has in Sponsor's possession.

(v) 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 of the Building as filed with and approved by the municipal or other governmental authority having jurisdiction over the issuance of permits for the renovation of the Building.

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

(x) Sponsor will initially procure on behalf of the Condominium Board the insurance relating to the Condominium which is required to be maintained by the Condominium Board in accordance with the provisions of the By-Laws the 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" for further details).

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

(z) In the event of the dissolution or liquidation of Sponsor or the transfer of 10 or more Units or 20% or more of the total number of Units in the Condominium, whichever is less, to a single Purchaser, the principals of Sponsor will provide financially responsible entities or individuals who will assume the status and all obligations of Sponsor for those Units under the Plan, applicable laws or regulations and in the event of dissolution or liquidation, the principals of Sponsor shall guarantee the performance of such obligations.

(aa) Subject to the rights of the Commercial Unit Owner to the exclusive use of the Commercial Limited Common Elements on the roof over the top floor of the Building, the Sponsor shall have an easement to erect, use, lease, maintain, repair, replace and operate antennae, satellite dishes and other communications equipment, as permitted by applicable Law, on any part of the roof and/or façade of the Building and elsewhere on the Common Elements and to utilize any risers, conduits, piping, cables, ducts and electrical panels and rooms, telephone/cable panels and rooms in connection therewith. Sponsor shall be entitled to utilize such easement for its own account. Nothing shall be deemed to prohibit the Condominium Board from entering into a license or lease agreement for antennae satellite dishes or other communication equipment in any area other than the Commercial Limited Common Elements, the Limited Loft Common Elements and the Loft Common Elements, subject to the terms contained in the Condominium Documents. The Sponsor shall assign such easement right set forth above to the Condominium Board when the Sponsor no longer owns any Units in the Building. Notwithstanding the foregoing, the Sponsor and the Condominium Board shall not erect or install antennae, satellite dishes and other communications equipment on the roof of the Building which is over the top floor of the Building which causes wavelength interference with the existing Verizon equipment for so long as the existing Verizon equipment is located on said roof pursuant the existing lease with Verizon dated December 22, 2003 and any existing lease extensions contained in said existing lease. If Verizon sends written notice to the Commercial Unit Owner that there is wavelength interference with Verizon's existing equipment then the Sponsor will modify, relocate or remove its equipment in order to eliminate any such wavelength interference within the applicable grace period provided for in the existing lease provided that the Commercial Unit Owner immediately sends to the Sponsor or the Condominium Board such written notice. Nothing shall preclude: (i) tenants or occupants from placing antennae, satellite dishes and other communications equipment inside their spaces leased to them at any time; and/or (ii) the Sponsor and the Condominium Board from erecting or installing antennae, satellite dishes and other communications equipment after the expiration or earlier termination of the Verizon lease; and/or (iii) the Sponsor and the Condominium Board from erecting or installing antennae, satellite dishes and other communications equipment on the roof of the Building which is over the top floor of the Building which does not cause wavelength interference with the existing Verizon equipment; and/or (iv) the Sponsor and the Condominium Board from erecting or installing antennae, satellite dishes and other communications equipment elsewhere in the Building.

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

(cc) Sponsor will serve the Plan on Tenant Purchasers within a reasonable time after the Plan's acceptance for filing by the Department of Law.

Obligations of Sponsor hereunder with respect to the Building 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.

Except as set forth above or as required by Law, Sponsor has not furnished any bond or other security for the performance of the obligations of Sponsor under the Plan. The ability of Sponsor to perform its obligations hereunder will partly depend upon its financial condition at the time it is called

upon to perform. No representation can be made that it will be financially able to perform any or all of such obligations. The representations and obligations of Sponsor under the Plan and the obligations of Sponsor pursuant to the GBL, which are to be performed subsequent to the Closing Date shall survive the delivery of the respective deeds to the Units to Purchasers for the periods described in this Plan, or the GBL, as applicable.

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 the obligations of Sponsor pursuant to the GBL which are to be performed subsequent to the Closing Date, and will offer all Purchasers the right to rescind their Purchase Agreements within no less than 15 days after the Presentation Date of the amendment. Any Purchaser electing rescission pursuant to the offer will have their Deposit and any interest accrued thereon returned.

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

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

Use of Unsold Units

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

Sponsor's Rights of Access

(a) General:

As a condition of sales of Units pursuant to this Plan, Sponsor reserves to itself, its successors, assigns, designees, invitees, contractors, agents, employees and tenants any and all easements and rights of access, in and to Units, Common Elements, Loft Common Elements, and Limited Common Elements consistent with the purposes of the Plan and Sponsor's rights and obligations thereunder.

(b) Examples of Specific Easements and Rights of Access Reserved by Sponsor:

Without in any way limiting the generality of rights reserved in Paragraph "a" above, such rights reserved to Sponsor and its designee(s) specifically include the following:

1. The right to maintain any vacant and Unsold Unit(s) as general and sales and leasing office(s) and/or Model Loft Unit(s) and to maintain personnel at the Property, to post signs, and to conduct other activities connected with promotion, sales or leasing, such as inspection by and display of vacant or leased Units, as well as all Common Elements, Loft Common Elements, and Limited Loft Common Elements, to prospective purchasers or lessees;

2. Right of access in and to Units, Common Elements, Common Elements, and Limited Common Elements for purposes of construction, repair, refurbishment, corrections, alterations, finishing, servicing (including but not limited to garbage collection) and similar work;

3. Right to show vacant or leased Units;

4. Utility and other easements for the benefit of Unit Owners, Common Elements, Loft Common Elements, and Limited Common Elements.

Sponsor, Sponsor-designees and any partner of any entity affiliated directly or indirectly with Sponsor shall exercise all rights of access so as to limit, to the extent practicable, unnecessary interference with use of the Property by Unit Owners. Sponsor, Sponsor-designees and any partner of any entity affiliated directly or indirectly with Sponsor agrees to repair damage directly attributable to and caused by Sponsor, Sponsor-designees and any partner of any entity affiliated directly or indirectly with Sponsor or its agents as a result of exercising such rights of access.

During the Initial Control Period, Sponsor shall have the right, in its sole discretion, to delay the obligation of the Loft Unit Owners to pay Common Charges from and after the First Closing, for a period to be determined by the Sponsor provided that the expenses of the Condominium (including, but not limited to, insurance premiums) during such period are timely paid by, and the contingency line item on Schedule B to the Offering Plan is funded by, Sponsor. Upon commencement of the obligation to pay Common Charges, there will not be a Special Assessment for the payment of any expense set forth in the First Year's Budget incurred prior to the date Common Charges become payable. During any period during which the obligation to pay Common Charges is delayed, Sponsor shall remain obligated to update the budget for the Condominium, as provided for in the governing regulations. In the event Sponsor elects to delay the collection of Common Charges, it will disclose such fact in the Closing Notice to Purchasers; however, failure to do so shall not affect Sponsor's right to delay the collection of Common Charges, so long as a Purchaser is otherwise notified of the delay in writing prior to the Closing of its Unit. Sponsor will further disclose such fact in the post-closing amendment to the Plan, and shall also disclose in the post-closing amendment, the anticipated period of delay. Sponsor will notify all Loft Unit Owners in writing of the expiration of the delay period at least thirty (30) days prior to the commencement of collection of Common Charges and will disclose such fact in the subsequent amendment to the Plan.

Part II of this Plan includes a Certification by Sponsor and Sponsor's Principals. Principals of Sponsor have executed the Certification of Sponsor and Principals for compliance with the Martin Act and governing regulations. Consistent with a recent decision by the Appellate Division of New York State Supreme Court, First Department, 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).

CONTROL BY SPONSOR

The Condominium Board presently consists of three (3) persons. One (1) person is elected by the Commercial Unit Owner and two (2) persons are elected by Sponsor. The existing Condominium Board shall conduct all affairs of the Condominium until the first annual meeting of Unit Owners to be held within approximately 30 days after the earlier to occur of: (a) the first anniversary of the First Closing under this Plan, or (b) the Sponsor has closed title to Loft Units with Purchasers with respect to at least 50% of the Loft Common Interest appertaining to all Loft Units.

Commencing with the first annual meeting of Unit Owners, but subject to the provisions of the following two (2) paragraphs, the Condominium Board shall consist of five (5) persons. Four (4) persons shall be elected or designated by the Loft Unit Owners (including Sponsor) ("Loft Members") and one (1) person shall be designated by the Owner of the Commercial Unit ("Commercial Member"). The number or composition of Condominium Board members may not be changed except in accordance with the procedures described in the By-Laws.

At meetings of the Unit Owners, Sponsor will have the right to vote all of the Common Interests attributable to the Loft Units owned by Sponsor as it sees fit. However, at elections of members to the Condominium Board held during the Initial Control Period, (that is, the period ending on the earlier of (a) the closing of title with Purchasers under the Plan to Loft Units having at least 50% of the aggregate Loft Common Interest appertaining to all Loft Units, or (b) five (5) years after the First Closing) Sponsor will have the right to designate three (3) of the four (4) Loft Members of the Condominium Board and all Loft Unit Owners (including Sponsor) shall have the right to vote for the remaining Loft Member of the Condominium Board.

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

Within thirty (30) days after the end of the Initial Control Period, (that is, the period ending on the earlier of (a) the closing of title with Purchasers under the Plan to Loft Units having at least 50% of the aggregate Loft Common Interest appertaining to all Loft Units, or (b) five (5) years after the First Closing) three (3) of the four (4) Loft Members of the Condominium Board designated by Sponsor shall resign and their replacements shall be filled at an election held at a meeting called for such purposes, at which election the resignations shall take effect.

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 Loft Unit.

Until Sponsor no longer elects a majority of the members of the Condominium Board, Sponsor will through its control of the Condominium Board have control of the maintenance and operation of, and the services to be provided by, the Condominium and will determine the Common Charges to be paid by all Unit Owners.

During the period ending not more than five (5) years after the First Closing, or whenever the Unsold Loft Units constitute less than twenty five percent (25%) of the Common Interest, whichever is sooner, the Condominium Board may not take any of the following actions without Sponsor's prior written consent: (notwithstanding the number of votes Sponsor controls): (a) make any addition, alteration or improvement to the Common Elements or to any Unit unless the same are required by Law, or (b) assess any Common Charges or Special Assessments for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund, or (c) increase or decrease the number, or change the kind of, employees initially employed for the Condominium, or (d) enter into any service or

maintenance contract for work or otherwise contract for work or services not covered in the First Year's Budget, except as is required to reflect normal annual increases in operating services, or (e) borrow money on behalf of the Condominium or (f) exercise a right of first refusal to lease or purchase a Unit or (g) increase or decrease or otherwise change the amount or types of insurance coverage from that set forth in the First Year's Budget; provided, however, that Sponsor's written consent is not necessary to perform any function or take any action described in items (a) through (g) above, if, and only if, the performance of such function or the carrying out of such action is necessary and no other alternative is available to enable the Condominium Board to comply with Law or to remedy any notice of violation or perform any work order of the Condominium's insurer or to remedy any matter affecting the health or safety of the occupants of the Building. Sponsor shall not exercise veto power over the expenses described in Schedule B or expenses required to enable the Condominium Board to comply with Law, or to remedy any notice of violation or perform any work order of the Condominium's insurer or to remedy any matter affecting the health or safety of the occupants of the Building.

CONDOMINIUM BOARD

The affairs of the Condominium shall be governed by the Condominium Board. The term of office of the members of the Condominium Board shall be for 1 year or until their successors are elected. Members of the Condominium Board shall serve without compensation. Any member of the Condominium Board may resign at any time by written notice hand delivered or sent by certified mail, return receipt requested, to the President or Secretary of the Condominium Board. Notwithstanding the term of such member's office, such resignation shall take effect at the time specified therein

All officers, members of the 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 obtained by the Condominium. The amount and cost of the insurance has been provided for in the First Year's Budget. As provided in the By-Laws, no member of the Condominium Board or officer of the Condominium shall have any personal liability to the Condominium or to any Unit Owner, except that a member of the Condominium Board shall be liable for such members own bad faith or willful misconduct. All Unit Owners shall severally, to the extent of their respective interests in their Units and appurtenant Common Interests, indemnify each member of the Condominium Board against any liability or claim except those arising out of such members' own bad faith or willful misconduct. See Section 2.20 of the By-Laws of the Condominium for further details pertaining to the indemnification of the members of the Condominium Board.

The President of the Board may call a special meeting of the Condominium Board whenever he deems the same to be necessary or desirable. The President shall call a special meeting upon the written request of three (3) or more members of the Condominium Board.

Annual meetings of the Unit Owners shall be held on or about the anniversary date of the first meeting of the Unit Owners.

Composition of the Condominium Board

Until the first annual meeting of the Unit Owners, the Condominium Board shall consist of three (3) individuals, two elected by Sponsor, and one (1) elected by the Commercial Unit Owner. The members of the current Condominium Board elected by Sponsor include Michael Betancourt and Siraj Dadabhoy. Mr. Betancourt and Mr. Dadabhoy are the individual principals of Sponsor. From and after the first annual meeting of the Unit Owners, and for so long as Sponsor continues to own at least one (1) Unsold Loft Unit, the Condominium Board shall consist of five (5) individuals, four (4) of which shall be elected and/or designated by the Loft Unit Owners (including Sponsor) and one (1) shall be designated by the Commercial Unit Owners. See the section above entitled "Control by Sponsor" for an explanation of the compilation of the Board of Managers. It is possible that a significant proportion of Loft Unit Owners will not be residents of the Building and that a significant portion of tenants in the Building may not be Loft Unit Owners. Because there is no commitment on the part of Sponsor to sell more than fifteen percent (15%) of the Loft Units, as needed to declare the Plan effective, owner-occupants may never gain effective control and management of the Condominium, and may have difficulty in financing or reselling their Units. Owner-occupants and non-resident owners (including the Sponsor) may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing, *i.e.* purchase as a home as opposed to an investment.

Except for Board members designated by Sponsor or the Commercial Unit Owner, all members of the Condominium Board shall be (i) individual Loft Unit Owners or adult Family Members; or (ii) Permitted Mortgagees; or (iii) officers, directors, shareholders, partners, principals, members, employees or beneficiaries of corporation, partnerships, fiduciaries, limited liability companies or other entities that

are Loft Unit Owners or Permitted Mortgagees. No Unit Owners may serve on the Condominium Board if the Condominium Board has a perfected lien against such Unit Owner's Unit.

The first meeting of the Unit Owners shall be held within approximately thirty (30) days after the earlier to occur of (a) the first anniversary of the First Closing, or (b) the Sponsor has closed title to Loft Units with regard to at least fifty percent (50%) of the aggregate Loft Common Interest appertaining to all Loft Units.

When voting for the Condominium Board, each Loft Unit Owner shall have one (1) vote for each .01% of Common Interest attributable to his Loft Unit per Loft Member. Cumulative voting is not permitted. For all other voting, each Loft Unit owner shall be entitled to cast one (1) vote for each .01% of Common Interest attributable to his Loft Unit.

Removal of Board Members

An elected Loft Member of the Condominium Board may be removed with or without cause by an affirmative vote of a Majority of Loft Unit Owners, including Sponsor, who are present at a meeting containing a quorum of Unit Owners, provided, however, that any Loft Member designated or elected by Sponsor may only be removed and replaced by Sponsor, and further provided, however, that the Commercial Member of the Condominium Board may only be removed by the applicable Commercial Unit Owner(s), who alone shall have the right to designate the replacement(s). No member of the Condominium Board shall continue to serve on the Condominium Board if, during his term of office, such member shall cease to be a Unit Owner or an interested party as described in the By-Laws; provided, however, that this provision respecting Unit ownership and Condominium Board membership shall not apply to members of the Condominium Board designated or elected by Sponsor or a Commercial Unit Owner.

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

RIGHTS AND OBLIGATIONS OF UNIT OWNERS

Sales and Leases of Units

As more fully set forth in the By-Laws, each Loft Unit Owner may (i) sell his Loft Unit, and (ii) olease his Loft Unit for periods of one (1) year or more only, provided he ("Offering Unit Owner") first gives the Condominium Board, on behalf of all Loft Unit Owners, notice of his intention to sell or lease such Loft Unit and an opportunity to purchase or lease such Loft Unit at the same price or rental and on the same terms as were offered in good faith by a prospective Purchaser or lessee, as more specifically provided in the By-Laws.

Sponsor has been advised that as of the date of acceptance of this Plan, the Right of First Refusal contained in Section 7.2 of the By-Laws shall not have an adverse impact on the ability of a Loft Unit Owner to obtain financing from either Freddie Mac or Fannie Mae lenders as of the date of acceptance of this Plan.

Fannie Mae provides the compliance requirements of the Right of First Refusal in the Fannie Mae Selling Guide, which is summarized in their Form 1054 "Warranty of Project Legal Documents" as the following:

> "Any right of first refusal in the condominium project documents will not adversely impact the rights of a mortgagee or its assignee to:
>
> (a) Foreclose or take title to a condominium unit pursuant to remedies in the mortgage;
> (b) Accept a deed or assignment in lieu of foreclosure in the event of a default by the mortgage; or
> (c) Sell or lease a unit acquired by the mortgagee or its assignee."

As of the date of the acceptance of the Plan, Freddie Mac's requirements regarding a Right of First Refusal mirror the Fannie Mae requirements. The By-Laws at Section 7.5(B) comply with (a) though (c) above.

The Condominium Board may not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status or other grounds prohibited by Law. If the Condominium Board does not elect to purchase or lease the Loft Unit within 30 business days after receipt of notice, the Offering Unit Owner will have an additional 60 days to enter into a written agreement with the prospective Purchaser or lessee, as the case may be, embodying the terms set forth in such notice. In the event such written agreement is not executed within such 60 day period or such sale or lease is not consummated within an additional 60 days following the expiration of such 60 day period, the Offering Unit Owner will be required to again first offer the same to the Condominium Board (but not more than once in any twelve (12) month period), provided that the Condominium Board shall be entitled to waive, or to permit an extension of, either or both of such 60 day periods. The Condominium Board may not exercise its option to purchase or lease any Loft Unit without prior approval of a Majority of Loft Unit Owners, and provided further, the funds required to purchase or lease the Loft Unit shall not come from the funds of the Condominium collected from Common Charges from the Commercial Unit Owner. The Condominium Board shall, however, have the right to release or waive any such option without prior approval of a Majority of Loft Unit Owners. Any such deed given by an Offering Unit Owner shall provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the Declaration, the By-Laws and the Rules and Regulations, as the same may be amended from time to time. Any such lease shall be consistent with the By-Laws and shall provide that it may not be materially

modified, amended, or extended without the prior consent in writing of the Condominium Board, that the tenant shall not assign the lease or sublet the Loft Unit or any part thereof without the prior consent in writing of the Condominium Board, and that the Condominium Board, if permitted by Law, shall have the power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of default by the tenant in the performance of such lease.

Any purported sale or lease of a Loft Unit in violation of this section shall be voidable at the election of the Condominium Board.

A Loft Unit Owner may (i) lease, sell or convey the Loft Unit to a spouse, adult child or grandchild, parent, grandparent or adult sibling, (ii) convey his Loft Unit by gift, (iii) devise his Loft Unit by will, or have it pass by intestacy, without complying with the foregoing restrictions; provided, however, that each succeeding Loft Unit Owner shall be bound by, and his Loft Unit shall be subject to, the preceding restrictions. In addition, any Loft Unit Owner may lease, sell or convey the Unit to a related or controlled individual or entity, as more particularly set forth in the By-Laws.

The Commercial Unit Owner is free to sell or lease the Commercial Unit without first notifying or obtaining the approval of the Condominium Board.

The restrictions upon the sale and lease of Units shall not apply to Sponsor with respect to any Unsold Units, or to Units acquired by a mortgagee in foreclosure or by deed in lieu of foreclosure, and they shall be free to sell or lease without first offering to sell or lease to the Condominium Board.

A Unit Owner may only sell or lease his entire Unit. In addition, each conveyance of a Unit by a Unit Owner shall include, as part of the property to be conveyed, such Unit Owner's undivided interest in (a) the Common Elements, (b) the Loft Common Elements and the Limited Loft Common Elements (in case of a Loft Unit only); (c) any Unit or Units acquired by the Condominium Board on behalf of all Unit Owners, or any proceeds of the sale or lease thereof; (d) the Storage Bin License and (e) any other assets of the Condominium. No part of the 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 Unit Owners.

A Unit may not be sold or leased unless all unpaid Common Charges, Special Assessments and liens against such Unit (other than Permitted Mortgages) are paid and/or satisfied at or prior to the sale or lease of the Unit. In addition, the Condominium Board may establish reasonable fees for the processing of sale and lease notices, which shall be payable by the Offering Unit Owner.

Notwithstanding anything contained herein to the contrary, prior to the Closing of Title to a Unit, the Purchase Agreement prohibits a Purchaser from listing such Unit for resale or rental with any broker or from advertising or otherwise offering, promoting or publicizing the availability of the Unit for sale or lease, without Sponsor's prior written consent.

Assignment of Storage Licenses

To protect the security of the Building, the Storage Licenses cannot be owned independently of the ownership of a Loft Unit (except for Sponsor) and may be assigned only to other Loft Unit Owners or Purchasers who are simultaneously purchasing a Loft Unit. If the Condominium Board terminates a Storage License or a Loft Unit Owner surrenders a Storage License without assigning the Storage License to another Loft Unit Owner, the Condominium Board shall have the right to issue a new Storage License to the respective Storage Bin to another Loft Unit Owner, in its sole discretion, without obligation to the former licensee.

Upon the issuance of a Storage License to a Loft Unit Owner (by assignment or otherwise), such License shall be freely assignable to other Loft Unit Owners without the consent of the Condominium Board provided (i) the assignee assumes the obligations under the Storage License in a form prepared by the Condominium Board, (ii) written notification of such assignment is delivered to the Condominium Board, and (iii) no outstanding monies are owed to the Condominium Board (including legal fees for the Condominium Board's attorneys in connection with the preparation of the Assignment and Assumption of the Storage License). Neither Sponsor nor the Condominium Board shall have any obligations or liabilities with respect to private assignments between Unit Owners. The restrictions upon the assignment of a Storage License shall not apply to Sponsor.

Units Acquired by Condominium Board

All Loft 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 Loft Unit Owners and the rent or purchase price, closing costs and adjustments, common charges and real estate taxes payable in connection therewith shall be assessed against all Loft Unit Owners. No Units held by the Condominium Board shall carry any voting rights.

The purchase of any Loft Unit by the Condominium Board on behalf of the Loft Unit Owners, may be made from the funds deposited by the Loft Unit Owner in the capital and/or expense accounts of the Condominium Board. If the funds in such account is insufficient to effectuate any such purchase, the Condominium Board may levy an assessment against each Loft Unit Owner in proportion to his Loft Common Interest, as a Common Charge or Special Assessment, 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.

Use of Units

A Loft Unit may be used only as provided by applicable Law and the then existing certificate of occupancy for the Building. Not more than one family may occupy a Loft Unit at one time and no transient tenant may be accommodated in any Loft Unit. A Loft Unit may not be used for any hotel type use, short-term vacation use, or any short-term use for which a Loft Unit Owner receives any payment or fee, and as otherwise prohibited pursuant to the terms of the Condominium Documents. Notwithstanding the foregoing, Sponsor may rent out an Unsold Loft Unit for short-term use.

Regarding Loft Units in the building designated as Joint Living Working Quarters for Artists (JLWQA) under New York State Multiple Dwelling Law Article 7-B, nothing contained in this Declaration, the By-Laws, or Rules and Regulations or any amendments thereof shall permit the Sponsor, Condominium Board and/or the Owner of a Loft Unit designated as JLWQA to unreasonably interfere with a certified artist's ability to regularly engage in his or her art form on a professional basis within the respective Loft Unit occupied by them. Notwithstanding the foregoing, any such certified artist lawfully occupying a JLWQA Unit shall comply with all applicable Federal, State and/or City Statutes, ordinances, regulations or laws and obligations including, but not limited to, the New York Rent Stabilization Code and New York City Rent Control Law and New York State Real Property Actions and Proceedings Law such as requirements relating to nonpayment of rent, illegal subletting, primary residency, and nuisance. Nothing contained in this paragraph shall be deemed to grant an occupant of a JLWQA Unit any rights other than those granted to them under Multiple Dwelling law Article 7-B and applicable law.

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

Notwithstanding the preceding paragraph, Sponsor may, without the permission of the Condominium Board: (a) use or grant permission for the use of any Unsold Loft Unit as a professional office or for any other purpose, provided such use is permitted by Law, does not violate the then existing certificate of occupancy covering the Building and the use of such Unit complies with Law; (b) retain ownership of one or more Unsold Loft Units for use as models and sales and/or promotion and/or leasing offices in connection with the sale or rental of other Unsold Units; and (c) lease any Unsold Loft Units to third parties for either long or short-term stays.

The Commercial Unit can be used for any purpose permitted by applicable Law, except that under no circumstances whatsoever shall the Commercial Unit or any part thereof be used: (1) by a foreign or domestic governmental agency; (2) as a betting parlor or gambling casino; (3) by a utility company; (4) as a restaurant, luncheonette or coffee shop or any other food establishment; (5) for the on-premises or off-premises sale of alcoholic beverages, including without limitation, as a bar or liquor store; (6) as a catering or events facility; (7) for the sale of candy, cigarettes, cigars or pipes; (8) as an amusement arcade or for use of video games, pinball machines or other customer-attracting devices; (9) for the playing of amplified music, for live entertainment or music, for dancing or as a discotheque or club; (10) for the sale, display or rental of "adult" or pornographic material via books, magazines, videos or other media; (11) as a medical, psychiatric, abortion, drug or alcohol clinic; (12) as an employment agency or search firm or school or training center; (13) as a psychic or tarot card store; (14) for manufacturing use; (15) for residential use; (16) as a movie theater or theater having live performances; (17) as a dry cleaning establishment or any other establishment which utilizes chemicals or toxic substances; and/or (18) for any illegal use.

A Storage Bin may be used only for storage purposes, provided that no materials which pose a health or safety threat or which create a nuisance may be stored therein, and further provided that Sponsor shall have the right to use any unassigned Storage Bin for any lawful purpose or to change the permitted use of any unassigned Storage Bin, subject however, to the provisions of the By-laws.

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

No nuisance, immoral, improper, offensive or unlawful use shall be allowed in the Building. All Laws shall be complied with at the sole expense of the respective Unit Owners or the Condominium Board, whoever or whichever shall have the obligation to maintain or repair such portion of the Property.

Except as provided below, no radio or television aerial or other similar device shall be erected on the roof or exterior walls of the Building or on the Property, without obtaining in each instance the prior written consent of the Condominium Board. Subject to the rights of the Commercial Unit Owner to the exclusive use of the Commercial Limited Common Elements on the roof over the top floor of the Building, the Sponsor shall have an easement to erect, use, lease, maintain, repair, replace and operate antennae, satellite dishes and other communications equipment, as permitted by applicable Law, on any part of the roof and/or façade of the Building and elsewhere on the Common Elements and to utilize any risers, conduits, piping, cables, ducts and electrical panels and rooms, telephone/cable panels and rooms

in connection therewith. Sponsor shall be entitled to utilize such easement for its own account. Nothing shall be deemed to prohibit the Condominium Board from entering into a license or lease agreement for antennae satellite dishes or other communication equipment in any area other than the Commercial Limited Common Elements, the Limited Loft Common Elements and the Loft Common Elements, subject to the terms contained in the Condominium Documents. The Sponsor shall assign such easement right set forth above to the Condominium Board when the Sponsor no longer owns any Units in the Building. Until such time, any revenues received by Sponsor as a result of such easements shall belong to Sponsor only. Notwithstanding the foregoing, the Sponsor and the Condominium Board shall not erect or install antennae, satellite dishes and other communications equipment on the roof of the Building which is over the top floor of the Building which causes wavelength interference with the existing Verizon equipment for so long as the existing Verizon equipment is located on said roof pursuant the existing lease with Verizon dated December 22, 2003 and any existing lease extensions contained in said existing lease. If Verizon sends written notice to the Commercial Unit Owner that there is wavelength interference with Verizon's existing equipment then the Sponsor will modify, relocate or remove its equipment in order to eliminate any such wavelength interference within the applicable grace period provided for in the existing lease provided that the Commercial Unit Owner immediately sends to the Sponsor or the Condominium Board such written notice. Nothing shall preclude: (i) tenants or occupants from placing antennae, satellite dishes and other communications equipment inside their spaces leased to them at any time; and/or (ii) the Sponsor and the Condominium Board from erecting or installing antennae, satellite dishes and other communications equipment after the expiration or earlier termination of the Verizon lease; and/or (iii) the Sponsor and the Condominium Board from erecting or installing antennae, satellite dishes and other communications equipment on the roof of the Building which is over the top floor of the Building which does not cause wavelength interference with the existing Verizon equipment; and/or (iv) the Sponsor and the Condominium Board from erecting or installing antennae, satellite dishes and other communications equipment elsewhere in the Building. The Sponsor's easement shall include the right of Sponsor and/or its designees to enter into agreements with one or more providers of communications equipment and services, such as, without limitation, cellular equipment, cable, internet, satellite dish and similar or dissimilar equipment that would permit such providers the right to: (i) install, maintain, repair and replace their equipment on the roof of the Building, (ii) install, maintain, repair, replace and remove wires, conduits, cables, ducts, connective equipment and such other equipment whether similar or dissimilar, in and through the Common Elements, and (iii) use a portion of the Common Elements for equipment. Sponsor and/or its designees shall be entitled to retain any revenues from any such provider.

No pets other than dogs, caged birds, cats and fish (which do not cause a nuisance, health hazard or unsanitary condition) may be kept in a Loft Unit without the consent of the Condominium Board. In no event shall any Unit Owner maintain more than two (2) pets in a Unit without the consent of the Condominium Board. Each Unit Owner who keeps any type of pet in his Unit will be required to: (a) indemnify and hold harmless the Condominium, 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 Rules and Regulations of the Condominium Board adopted with respect thereto. In no event may pets be kept on a terrace.

Each Unit Owner shall keep his 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 his own Unit in accordance with the provisions of the By-Laws and Law. The Rules and Regulations concerning the use of Units may be amended from time to time by the Condominium Board provided that copies thereof are furnished to each Unit Owner prior to the time that they become effective (except that no amendment thereof affecting the Unsold Units may be made unless agreed to by Sponsor).

Unit Owners shall not be permitted to make alterations or improvements to Units which could delay the issuance of a Final Certificate of Occupancy for the Building.

Mortgage of Units by Unit Owners

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

In certain instances the consent of the Permitted Mortgagees is necessary in order to amend the Declaration, By-Laws or Rules and Regulations. The By-Laws provide that no more than 3 Mortgage Representatives shall be designated by the holders of mortgages (a) which satisfy the conditions set forth in the By-Laws (as described above) and (b) which holders of such mortgages are (i) Sponsor, (ii) a bank, trust company, insurance company, real estate investment or mortgage trust or (iii) a governmental or union employee, welfare, pension or retirement fund or system. The decisions of the Mortgage Representatives are binding on the Permitted Mortgagees, as provided for in Article 8.6(B) of the By-Laws. Notwithstanding the foregoing, while the Construction Lender is a Permitted Mortgagee, such Construction Lender shall be the sole Mortgagee Representative.

Common Charges: Determination and Assessment

Common Expenses and Special Assessments, which are payable by Unit Owners and are included in their Common Charges, are based upon the allocations set forth in the First Year's Budget and as provided in Section 6.1(E) of the By Laws. Those Common Charges which are not based upon Percentage of Common Interest are based upon estimated usage of particular services, and/or based upon special or exclusive use or availability or exclusive control of particular Common Elements by particular Unit Owners. The allocations set forth in the First Year's' Budget and Section 6.1(E) of the By Laws cannot be changed without the consent of the Commercial Unit Owner. Common Expenses not included in the First Year's Budget and Special Assessments shall be based upon estimated usage of particular services, and/or based upon special or exclusive use or availability or exclusive control of particular Common Elements by particular Unit Owners. 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; (c) real estate taxes and assessments levied with respect to the Property (until the same are separately assessed to individual Units); and (d) amounts for certain other items as the Condominium Board may deem proper, such as amounts for reserves or in connection with the purchase or lease by the Condominium Board of any Unit. All Special Assessments relative to the General Common Elements shall be allocated between the Loft Units and the Commercial Unit in accordance with the allocations set forth in the First Year's Budget and as provided in Section 6.1(E) of the By-Laws. In the event the cost or expense resulting in the Special Assessment does not fall within one of the categories in the First Year's Budget or as set forth in Section 6.1(E) of the By-Laws, then the Special Assessment shall be based on the proportion of expenses and charges fairly attributable to Units, based upon estimated usage of particular services, or based upon special or exclusive use or availability or exclusive control of particular Common Elements by particular Unit Owners. Special Assessments levied against the Loft Unit Owners relative to (i) the General Common Elements, after the aforementioned allocation between the Loft Units and the Commercial Unit is affected, and (ii) the Loft Common Elements shall be levied against all Loft Unit Owners in proportion to their Loft Common Interests. Special Assessments relative to the Limited Loft Common Elements shall be levied against the Loft Unit Owner or Owners whose Unit(s) are appurtenant to the applicable Limited Loft Common

Element. Special Assessments relative to the Commercial Limited Common Elements and the Commercial Unit shall be levied against the Commercial Unit Owner. The Commercial Unit will not be assessed any portion of the costs or expenses attributable for the repair, maintenance, improvement or operation of the Loft Units, Loft Common Elements, or Loft Limited Common Elements, and will pay a limited portion of the costs and expenses attributable to the repair, maintenance, improvement or operation of the General Common Elements, based on estimated usage of particular services, or based upon special or exclusive use or availability, or exclusive control of, particular Common Elements by the Commercial Unit or Commercial Unit Owner. (See Article 6 of the By-Laws for further details pertaining to the Condominium Board's right to accumulate reserves for capital expenditures). The Condominium Board must obtain the consent of (i) the Commercial Unit Owner and Loft Unit Owners holding 66⅔% of the Loft Common Interest in connection with capital expenditures or assessments relating to the General Common Elements exceeding $500,000 per fiscal year and (ii) Loft Unit Owners holding 66⅔% of the Loft Common Interest in connection with capital expenditures or assessments relating to Loft Common Elements and Limited Loft Common Elements exceeding $500,000 per fiscal year.

As indicated in Section 2.5(A)(ii), during the period ending not more than five (5) years after the First Closing, or whenever the Unsold Loft Units constitute less than twenty five percent (25%) of the Common Interest, whichever is sooner, the Condominium Board may not, without Sponsor's prior written consent, 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, except as set forth in the First Year's Budget.

A Loft Unit Owner will be prohibited from using any Building amenities if the Loft Unit Owner is more than 30 days in arrears in the payment of Common Charges or any other payment due pursuant to the Condominium Documents until such time as the arrears have been paid in full.

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

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

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

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 Loft Unit to pay its rent directly to the Condominium if the Unit Owner has failed to pay Common Charges, assessments or late fees for such Unit within 60 days after the expiration of any grace period.

Common Charges: Collection and Lien for Non-Payment

Under the provisions of Section 339-z of the Real Property Law of the State of New York 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 of the Units. All such liens, including a lien the Condominium has for Special Assessments, 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 and Special Assessments without foreclosing such lien. In addition, the Condominium Board may assess Loft Unit Owners a late charge of $150 per month for Common Charges and Special Assessments which remain unpaid for more than 10 days after the date when due, and interest at the rate of 1.5% per month of such unpaid amounts (less any "late charges" theretofore collected), plus all expenses of collection, including but not limited to reasonable attorneys' fees. Sponsor obligates itself to cause any members of the Condominium Board related to or affiliated with Sponsor to vote in favor of filing a lien as provided for in Section 339-aa of the Real Property Law against any Unsold Units owned by Sponsor with respect to which payments of Common Charges and Special Assessments have not been made within 30 days after the date when due, while Sponsor controls the Condominium Board.

No Unit Owner may exempt himself from liability for his Common Charges and Special Assessments by waiving use of any of the Common Elements or by abandonment of his Unit. No Unit Owner, however, will be liable for the payment of any part of the Common Charges and Special Assessments assessed against his Unit subsequent to a permissible sale, transfer or other conveyance by him of such Unit. In addition, as more specifically set forth in the By-Laws, a Unit Owner may, by conveying his Unit without consideration to the Condominium Board and complying with certain conditions in connection therewith, exempt himself from Common Charges and Special Assessments thereafter accruing. Such conditions include the payment of all Common Charges and Special Assessments then due and payable with respect to his Unit and such Unit being free and clear of all liens and encumbrances other than Permitted Mortgages. However, in no event shall Sponsor be permitted to convey any Unsold Unit to the Condominium Board and thereby exempt itself from Common Charges and Special Assessments attributable to such Unit thereafter accruing, unless: (i) the aggregate Common Interests appertaining to the Unsold Loft Units constitutes 25% or less of the total Common Interests then appertaining to all Units; (ii) at least 5 years have elapsed from the date of the First Closing; and (iii) at the time of conveyance, Sponsor shall pay the Condominium Board a sum equal to the product of the then current monthly Common Charges for the Unsold Units being conveyed multiplied by 24.

On a resale of a Unit, the Purchaser thereof will be liable for the payment of Common Charges and Special Assessments accrued and unpaid against such Unit prior to his acquisition. Prior to the permissible sale, transfer or other conveyance of a Unit, any seller or Purchaser of a Unit shall be entitled to a statement from the Condominium Board, setting forth the amount of the unpaid Common Charges and Special Assessments 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 and Special Assessments 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 and Special Assessments, 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 and Special Assessments 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 and Special Assessments 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. Any Loft Unit Owner who is more than thirty days in arrears on the payment of Common Charges and Special Assessments or other sums owed to the Condominium pursuant to the Condominium Documents shall be prohibited from using any building-wide amenities until all such arrears have been paid.

Notwithstanding anything set forth herein to the contrary, the Loft Unit Mortgagee shall not be obligated to comply with the provisions of these Rules and Regulations for the period of time that the Loft Unit Mortgagee shall own title to a Loft Unit.

Repairs to and Maintenance of Units and Common Elements

Generally, all painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, ordinary or extraordinary, (a) in or to any Unit (other than to the Common Elements), including the heating and cooling systems, the plumbing, appliances in the Units, window panes and frames and caulking associated therewith, fireplaces and flues, terrace pavers, storefronts, seals, retaining mechanisms and caulking associated therewith and windows included in storefront, air conditioning units, lighting and electrical fixtures, the intercom panel in a Unit, all entrance doors thereto, including those from a terrace, balcony or deck, and their frames and saddles, except painting of an interior door, will be made by the owner of such Unit at such Unit Owner's sole cost and expense, (b) in or to the General Common Elements will be made by the Condominium Board and the cost and expense thereof will be charged to all Unit Owners as a General Common Expense (c) in or to the Loft Common Elements will be made by the Condominium Board and the cost and expense thereof will be charged to all Loft Unit Owners as a Loft Common Expense; (d) in or to the Limited Loft Common Elements will be made by the Condominium Board and the cost and expense thereof will be charged to all Loft Unit Owners as a Loft Common Expense, if involving structural or extraordinary maintenance, repair or replacement, or by the Loft Unit Owner having direct and exclusive access thereto at such Loft Unit Owners cost and expense, if involving painting, decorating, and non-structural ordinary maintenance, repairs and replacement; and (e) in or to the Commercial Limited Common Elements, including but not limited to the roofing systems of the Building or any portion thereof which are Commercial Limited Common Elements, shall be performed (i) by the Condominium Board as an expense of the Commercial Unit Owner only, if involving structural or extraordinary maintenance, repairs, or replacements, or (ii) by the Commercial Unit Owner at the Commercial Unit Owner's sole cost and expense, if involving non-structural ordinary maintenance, repairs or replacements. A Loft Unit Owner is also responsible for the maintenance, repair and replacement of any deck pavers and support pedestals located in any Limited Loft Common Element to which the Loft Unit has exclusive use.

Notwithstanding the above, all normal maintenance, repairs and replacements of any terrace, including but not limited to pavers and pedestals, and including removal of debris from roof drains, shall be made by the Loft Unit Owner having access to same, at his own cost and expense, but any structural or extraordinary repairs or replacements to such terrace (including any leaks which are not caused by the negligence of the Loft Unit Owner having access to the same) will be made by the Condominium Board and the cost and expense thereof will be charged to all Loft Unit Owners as a Loft Common Expense. Any Unit Owner having access to a terrace, balcony or deck as a Limited Loft Common Element shall keep it free of snow, ice and accumulation of water. In order to promote a consistent appearance of the Building from the outside, no Unit Owner shall be allowed to enclose or erect a greenhouse and/or alter a terrace appurtenant to a Unit in such a way that will alter the exterior or conformity of the Building or terrace, deck paver or support pedestals, without the prior written consent of the Condominium Board. Additionally, the type, size and quantity of plantings and other installations to be placed on terraces shall be subject to the review of the Condominium's architect and engineer and to the prior written approval of the Condominium Board.

The exterior and interior glass surfaces of all windows located in any Loft Unit shall not be colored or painted and are to be washed and cleaned by the Loft Unit Owner at such Loft Unit Owner's sole cost and expense. Any replacement of glass windows in any Unit because of breakage or otherwise shall be made by the Unit Owner thereof at the sole cost and expense of the Unit Owner (unless such breakage is caused by the Condominium Board or the negligence of any other Unit Owner, in which event such replacement of glass windows will be at the sole cost and expense of the Condominium Board or such other Unit Owner).

Any paint applied to the exterior side of any door opening from a Loft Unit must be the same color as all other such doors for Loft Units in the Building and as approved by the Managing Agent, so as not to alter the conformity of the Building. Additionally, all entry door hardware and doorbells shall conform to the Building standard and as approved by the Managing Agent. No other hardware, decorations or fixtures shall be installed in the common area hallways, unless approved by the Managing Agent.

If any painting, decorating, maintenance, repairs, or replacements to the Property or any part thereof, whether structural or non-structural, ordinary or extraordinary, is necessitated by the negligence, misuse, or abuse of (i) any Unit Owner, the entire cost and expense thereof shall be borne by such Unit Owner, or (ii) the Condominium Board, the entire cost and expense thereof shall be borne by the Condominium as a General Common Expense attributable to all Unit Owners if relating to the General Common Elements, and as a Loft Common Expense attributable to all Loft Unit Owners if relating to the Loft Common Elements and/or the Limited Loft Common Elements and as a Common Expense to be borne by each of the Commercial Unit Owners if relating to the Commercial Limited Common Elements except, in all events, to the extent that such cost and expense is covered by the proceeds of any insurance maintained pursuant to the terms of these By-Laws. Similarly, each Unit Owner shall be responsible for any and all damage to any Unit or to the Common Elements resulting from such Unit Owner's failure to maintain, repair, or replace his Unit or any portion thereof as required herein.

The By-Laws provide that each Unit and all portions of the Common Elements shall be kept in first-class condition (and with respect to any roof or other part of the Property exposed to the elements, free of snow, ice and accumulation of water) by the Unit Owner or the Condominium Board, whichever is responsible for the maintenance thereof. In the event any Unit Owner fails to keep his 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 sub-section entitled "Rights of Access" for further details.)

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

Notwithstanding anything to the contrary, if at any time a cooling tower or other cooling system and equipment or any other system or equipment is installed in any General Common Element, including that portion of the roof which is designated as a General Common Element and which cooling tower or other cooling system and equipment or any other system or equipment provides service exclusively to the Commercial Unit then the Commercial Unit Owner shall be responsible for the installation, maintenance, repair and replacement of those pipes, wires, conduits or lines which exclusively service the Commercial Unit. Expenses relating to the maintenance, repair and replacement of the cooling tower or other cooling system and equipment or any other system or equipment, including all risers, pipes, ducts, conduits or similar lines, exclusive of branch lines which only service the Commercial Unit, shall be based on the percentage of Common Interest of the Commercial Unit. Expenses relating to the maintenance, repair and

replacement of the branch lines which only service the Commercial Unit shall be borne solely by the Commercial Unit Owner.

Alterations, Additions and Improvements to Units and Common Elements

No Loft Unit Owner may make any structural alteration, addition, improvement or repair in or to his Loft Unit or its appurtenant Limited Loft Common Elements, without the prior written approval of the Condominium Board, and as applicable, Sponsor, but, as more fully set forth in the By-Laws, this provision does not apply to an Unsold Unit. Except as otherwise permitted in the By-Laws, no Unit Owner may make any alteration, addition, improvement or repair in or to the Common Elements without the prior written approval of the Condominium Board. Additionally, the type, size and quantity of plantings and other installations to be placed on terraces or decks shall be subject to the review of the Condominium's architect and engineer and to the prior written approval of the Condominium Board.

Sponsor shall have the right, without the approval of the Condominium Board, the Selling Agent, the Managing Agent, other Unit Owners, or representatives of holders of Mortgages on Units to: (a) make alterations additions, improvements, or repairs in or to any Unsold Unit, whether structural or non-structural, interior or exterior, ordinary or extraordinary, and (b) subdivide, combine and change the boundary walls of Unsold Units (See the Section of the Plan entitled "Changes in Prices and Units" for further details.)

The Commercial Unit Owner shall have the right, without the approval of the Condominium Board, the Selling Agent, the Managing Agent, other Unit Owners, or representatives of holders of mortgages on Units to make alterations, additions, improvements, or repairs in or to the Commercial Unit and the Commercial Limited Common Elements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, and to subdivide the Commercial Unit, provided, however, that such alterations do not materially or adversely affect any Common Element or any Building-wide system or any Loft Unit and that the Commercial Unit otherwise complies with the terms of the Declaration.

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 Loft Unit, or its appurtenant Limited Loft Common Elements the Condominium Board shall have the right to reasonably approve the Unit Owner's contractors and suppliers and may, at its option, require the Unit Owner to execute an agreement in form and substance satisfactory to the Condominium Board setting forth the terms and conditions under which such alteration, addition, improvement or repair may be made, including, without limitation, the days and hours during which any work may be done. Any Unit Owner making or permitting an alteration, addition, improvement or repair in its Unit, or its appurtenant Limited Common Elements is required by the By-Laws to (i) obtain the consent of the Condominium Board if relating to structural alterations, additions, improvements and/or repairs, (ii) obtain such insurance as the Condominium Board may require, (iii) indemnify the Condominium Board and the Managing Agent against any liability arising from the work, (iv) reimburse the Condominium Board for any architectural, engineering and legal fees incurred in connection with such work, and (v) execute an agreement prepared by the Condominium Board setting forth the terms and conditions under which such alterations may be made.

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

No application or other document shall be filed with any governmental authority for a permit covering an addition, alteration or improvement to be made in a 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 Unit Owners shall not be subject to any expense or liability by reason of such approval and execution or, by reason of such addition, alteration or improvement, including, without limitation, liability to any contractor, subcontractor, materialman, architect or engineer, or to any person having any claim for injury to person or damage to property arising therefrom. The provisions of this paragraph shall not apply to an Unsold Unit, provided any alteration to such Unit shall be in accordance with, and only as permitted by, the Condominium Act and Law. Any costs and expenses incurred by the Condominium in connection with the review, approval and sign-off of a Unit Owner's alteration request shall be reimbursed by the Unit Owner requesting same and the Condominium Board will not be required to provide any approval until the Unit Owner has provided an alteration deposit, if any is required by the Condominium Board.

Generally, all alterations, additions or improvements in or to the Common Elements will be made by the Condominium Board and the cost and expense thereof shall constitute a General Common Expense attributable to all Unit Owners, if relating to the General Common Elements, or a Loft Common Expense attributable to all Loft Unit Owners, if relating to the Loft Common Elements and/or Limited Loft Common Elements. Whenever, however, the cost and expense of such alterations, additions, or improvements would, in the judgment of the Condominium Board, exceed $500,000 with respect to the General Common Elements or the Loft Common Elements and/or the Limited Loft Common Elements, at any one time, in any fiscal year, such proposed alterations, additions or improvements shall not be made unless first approved by (1) the Commercial Unit Owner and Loft Unit Owners holding 66⅔% of the Loft Common Interest if relating to the General Common Elements, and (ii) the Loft Unit Owners holding 66⅔% of the Loft Common Interest, if relating to the Loft Common Elements and/or the Limited Loft Common Elements (including Sponsor if Sponsor then owns any Unsold Loft Unit).

Insurance

The Condominium Board will be solely responsible for maintaining casualty and liability insurance with respect to the Building, in accordance with the provisions of the By-Laws. The Footnotes for Schedule B provide details as to the applicable insurance coverages. Each Unit Owner will be required to maintain, at and from the Closing of Title to his Unit, casualty insurance with respect to "Unit Specific Property", as such term is defined in the By-Laws, as well as liability insurance with respect to occurrences in or about the Unit. All such policies shall contain waivers of subrogation and further provide that the liability of the carriers issuing the insurance maintained by the Condominium Board shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. A Unit Owner will be required to maintain such insurance with respect to occurrences in any Limited Common Element appurtenant to his Unit. Each Unit Owner will be required to maintain, at and from the Closing of Title to his Unit, casualty insurance with respect to Unit Specific Property, as well as liability insurance with respect to occurrences in or about the Unit, including any Limited Common Element appurtenant to the Unit. All such policies shall contain waivers of subrogation and further provide that the liability of the carriers issuing the insurance maintained by the Condominium Board shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. The casualty and liability insurance, each with coverage of no less than $1,000,000, shall include the Condominium as an additional insured. A Unit Owner shall provide the Managing Agent with a certificate of insurance evidencing such coverage at Closing and shall provide the Managing Agent with an updated certificate of insurance each year at least thirty (30) days prior to the expiration of such coverages. The certificate should also include a requirement of at least thirty (30) days' notice of cancellation or material change be given to the Condominium. A Unit Owner shall also require any tenant of its Unit to maintain similar coverages and to provide the Managing Agent a certificate of insurance evidencing such coverage at the time of lease signing and at each anniversary thereafter. The tenant's certificate must include the Unit Owner and the Condominium as additional insureds and the certificate should include a requirement that at least thirty (30) days' notice of cancellation or material change be given to the Condominium and the Unit Owner. It will be the responsibility of the Unit Owner

to obtain the documents required from its tenant and to submit them to the Managing Agent and/or the Condominium. The conditions under which insurance proceeds will be released to either the Condominium Board or the Insurance Trustee are set forth in the Condominium's By-Laws.

Rights of Access

As more fully set forth in the Declaration and By-Laws, the Condominium Board and any managing agent, manager, superintendent and other persons authorized by the foregoing, will have a right of access to any Unit, Storage Bin, Limited Loft Common Element and/or Commercial Limited Common Element for the purposes of making inspections of the Common Elements, performing installations, alterations or repairs or replacements to the mechanical or electrical services or other Common Elements in the Unit or elsewhere in the Building, to remove violations, cure defaults by a Unit Owner, correct any condition originating in any Unit and threatening another Unit or any Common Element, and for any other purposes provided in the Plan, Declaration or By-Laws, or as may be required by Law, provided that requests for entry (except in cases of Emergency) are made in advance upon not less than one day's advance notice and that any such entry (except in cases of Emergency) is at a time reasonably convenient to the Unit Owner and the occupants of any Unit and only in a manner as will not unreasonably interfere with the normal conduct and business of the Commercial Unit Owner or with the use of the Loft Units and their appurtenant Limited Common Elements for their permitted purposes. In case of an Emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not. Provided reasonable care is exercised to safeguard the Unit Owner's property, any entry described herein shall not render the Condominium Board or its authorized agents liable for damage incurred in connection with the exercise of such right of entry. In addition, Sponsor and its contractors, subcontractors, agents and employees will have a right of access to each Unit and to all of the Common Elements for purposes of performing certain alterations and repairs in or about Unsold Units and in fulfilling Sponsor's obligations under the Plan, provided that access to any Unit and its appurtenant Limited Common Element may not be exercised in such a manner as will unreasonably interfere, for more than a temporary period, with the use of such Unit and its appurtenant Limited Common Element for its permitted purposes.

Rights Benefiting the Commercial Unit

The Commercial Unit Owner and its tenants having equipment on the Commercial Limited Common Element shall have a right of access via the elevator or the stairs, which are each Loft Common Elements, and across that portion of the roof over the top floor of the Building which is a Limited Loft Common Element or a General Common Element, if any, solely for the purpose of gaining access to that portion of the roof over the top floor of the Building which is a Commercial Limited Common Element in order to use or replace existing equipment or to use, maintain and repair the Commercial Limited Common Element on the roof over the top floor of the Building. This right of access shall be exercised by the Commercial Unit Owner in a reasonable and accessible location designated from time to time by the Sponsor, or once the Sponsor no longer owns any Loft Unit(s) then by the Condominium Board and in such a manner as will not unreasonably interfere with the other Units Owners, the Common Elements, or any category of Common Elements to be established by Sponsor. In the event that the Commercial Unit Owner requires access to that portion of the roof over the top floor of the Building which is a Commercial Limited Common Element, then the Sponsor, or once the Sponsor no longer owns any Unit(s) then the Condominium Board shall provide reasonable access (in an accessible location designated from time to time by the Sponsor, or by the Condominium Board as the case may be) at reasonable times to the Commercial Limited Common Elements provided that a representative of Sponsor or the Condominium Board or the managing agent of the Condominium is present during all such times of access.

The Commercial Unit Owner, the authorized agents of the Commercial Unit Owner, the tenants of the Commercial Unit Owner, and the licensees and invitees of the foregoing, who are physically handicapped, will have a right of access through the Loft lobby, which is a Loft Common Element, to use

the elevator, which is a Loft Common Element, for the limited purpose of entering and leaving the portion of the cellar level of the Building which comprises the Commercial Unit. Such right of access shall be exercised with reasonable care.

The Commercial Unit Owner, the tenants of the Commercial Unit, the authorized agents of the Commercial Unit Owner, the authorized agents of the tenants of the Commercial Unit, and the authorized agents of the tenants of the Commercial Unit Owner will have a right of access (a) through the Loft lobby, Lobby A, which is a Loft Common Element, to use the elevator, which is a Loft Common Element, to gain access to the cellar for the purpose of installing, maintaining, replacing and effecting repairs to any equipment or machinery servicing the Commercial Unit and located in the cellar, and (b) through the Loft lobby, Lobby A, which is a Loft Common Element, to use the elevator, which is a Loft Common Element, for the purpose of installing, maintaining, replacing and effecting repairs to any equipment servicing the Commercial Unit and located on the roof. Such rights of access shall be exercised with reasonable care and in the presence or the knowledge of either the superintendent/porter or a representative of the Managing Agent.

The Commercial Unit Owner shall have the right to maintain the existing Verizon equipment and to erect any additional, replacement or modified communications equipment of substantially similar kind to the existing Verizon equipment, but subject to applicable provisions, including restrictions, as to the size and location of such equipment, and to use, lease, license, maintain, repair, replace and operate such communications equipment, as permitted by applicable Law, on the Commercial Limited Common Elements or any part thereof located on the designated area on the roof over the top floor of the Building and subject to the other applicable terms. In connection therewith, the Commercial Unit Owner shall have the right: (i) to use, repair and maintain the existing Verizon equipment and to install any replacement or modified equipment or additional equipment provided that any such replacement or modified or additional equipment is of substantially similar kind and does not exceed the size of the existing Verizon equipment located on the Commercial Limited Common Elements located on the roof of the Building and further provided that any such replacement or modified or additional equipment shall only be located on the Commercial Limited Common Elements or any part thereof located on the designated area on the roof over the top floor of the Building, and further provided, that any such replacement or modified or additional equipment does not disturb or materially or adversely affect any Common Element or any Building-wide system or any Loft Unit; and (ii) to use, repair, replace and maintain the existing wiring in the existing conduits and pathways that service the existing Verizon equipment and to install new wiring in the existing conduits and pathways necessary to operate such Verizon equipment or any replacement or modified or additional equipment, and to use, maintain, repair and replace the existing conduits and pathways, provided, however, that no such wiring, conduits and/or pathways shall push through or into any Unit, other than the Commercial Unit, or any Common Element (other than the Commercial Limited Common Element and other than the existing conduit located in the General Common Element in the basement of the Building which services the existing Verizon equipment) or any other category of Common Elements to be established by Sponsor, unless the Sponsor consents to same or when the Sponsor no longer owns any Units, then the Condominium Board consents to same and further provided that the existing conduits and pathways which contain the wiring shall not be repaired, replaced, expanded, relocated or altered unless the Sponsor consents to same or when the Sponsor no longer owns any Units, then the Condominium Board consents to same. The Commercial Unit Owner shall be entitled to all income and profit derived in connection with the usage or transfer of such rights. The Commercial Unit Owner shall not use the Commercial Limited Common Elements or any equipment installed thereon pursuant to the terms contained herein, in such a manner as will unreasonably disturb or materially or adversely affect the other Unit Owners, the Common Elements (including any other category of Common Elements to be established by Sponsor), the Loft Common Elements, the Limited Loft Common Elements or the Loft Units.

By-Laws and Rules and Regulations

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

Examination of Books and Records

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

Self-Help

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

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

Condominium Board

The affairs of the Condominium shall be governed by the Condominium Board, which is presently comprised of three (3) persons. One (1) person is elected by the Commercial Unit Owner, and two (2) persons are elected by Sponsor. The first annual meeting of Unit Owners shall be held within approximately 30 days after the earlier to occur of: (i) the first (1st) anniversary of the First Closing or (ii) the date Sponsor has closed title to Loft Units with respect to at least 50% of the aggregate Loft Common Interest appertaining to all Loft Units. At such meeting, the incumbent Condominium Board shall resign and, subject to the rights of Sponsor and the Owners of the Commercial Units to designate members of the Condominium Board, the Unit Owners shall elect the Loft Members of the new Condominium Board, which Board shall consist of 5 members. (See the Section of the Plan entitled "Control by Sponsor" for further details.) Thereafter, at each annual meeting, members of the Condominium Board shall be elected and shall serve until the next annual meeting thereof and until a successor has been elected and qualified.

Except for the members of Condominium Board designated by Sponsor and the Commercial Unit Owner, all members of the Condominium Board must be either Loft Unit Owners or certain interested parties as described in the By-Laws. No Loft Member of the Condominium Board shall continue to serve on the Condominium Board if, during his term of office, such Member shall cease to be a Unit Owner or an interested party or shall have a lien filed against the respective Unit by the Condominium Board. All Board members shall serve without compensation.

Powers and Duties of and Determinations by the Condominium Board

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

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

During the period ending not more than five (5) years after the First Closing, or whenever the Unsold Loft Units constitute less than twenty five percent (25%) of the Common Interest, whichever is sooner, the Condominium Board may not take any of the following actions without Sponsor's prior written consent (notwithstanding the number of votes Sponsor controls): (a) make any addition, alteration, or improvement to the Common Elements or to any Unit; (b) assess any Common Charges for the creation or replacement of, or addition to, all or part of a 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 provide 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; or (e) borrow money on behalf of the Condominium; or (f) exercise a right of first refusal to lease or purchase a Unit or (g) increase or decrease or otherwise change the amount or types of insurance coverage from that set forth in the First Year's Budget; provided, however, that Sponsor's written consent is not necessary to perform any function or take any action described in clauses (a) through (g) 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) remedy any matter affecting the health or safety of the occupants of the Building. Sponsor shall not exercise veto power over the expenses described in Schedule B or expenses required to enable to the Condominium Board to comply with law, or to remedy any notice of violation or perform any work order

of the Condominium's insurer or to remedy any matter affecting the health or safety of the occupants of the Building.

Meetings and Votes of Unit Owners

Successive annual meetings of Unit Owners shall be held within approximately 30 days of each anniversary of the first annual meeting. At such meetings, the Unit Owners shall elect the 5 member Condominium Board (subject to any rights of Sponsor and the Commercial Unit Owner to designate Condominium Board Members) and there shall also be transacted such other business as may properly come before such meetings. In addition, special meetings may be held from time to time pursuant to the By-Laws. The Secretary of the Condominium Board shall mail a notice of each annual or special meeting to all Unit Owners of record. The notice, which will be given at least 5 days prior to any such meeting, shall state the purpose of the meeting as well as the time and place where it is to be held. Except as otherwise provided in the By-Laws, the presence, in person or by proxy, of Unit Owners owning Units to which 40% or more of the aggregate Common Interests appertain (excluding the Common Interests appurtenant to the Commercial Unit) shall constitute a quorum at all meetings of the Unit Owners. If, at any meeting of the Unit Owners, there shall be less than a quorum present, a majority of the Unit Owners present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time fixed for the original meeting.

When voting for the Condominium Board, each Loft Unit Owner shall have one (1) vote for each .01% of Common Interest attributable to his Loft Unit per Loft Member of the Board. Cumulative voting is not permitted. For all other voting, each Unit Owner (including the Sponsor or its designee for so long as Sponsor shall own Unsold Units) shall be entitled to cast one (1) vote for each .01% of Common Interest attributable to his Loft Unit.

Officers

The principal officers of the Condominium shall be a President, Vice President, Secretary and Treasurer. The Condominium Board may appoint additional officers. None of the officers of the Condominium need be Unit Owners or have any interest therein or be Condominium Board members until the first organizational meeting of the Condominium Board following the first annual meeting. Thereafter, the President, Vice President and Treasurer must be members of the Condominium Board. Except where the Loft Member is designated by Sponsor, any officer that is a Loft Member shall be a Loft Unit Owner, or an adult Family Member of a Loft Unit Owner, or an officer, director, partner, manager, member or shareholder of a Loft Unit Owner. Except as otherwise provided by the Condominium Board, no officer shall receive any compensation for acting as such.

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 the Building are damaged or destroyed by fire or other casualty and the insurance proceeds are insufficient to cover, or exceed, the cost of repairs and restoration, the deficit or surplus, as the case may be, will be shared entirely by all Unit Owners in proportion to their respective Common Interests as more particularly described in the By-Laws. Notwithstanding anything in this paragraph to the contrary, no payment of surplus insurance proceeds shall be made to a Unit Owner until there has first been paid out of his share of such funds such amounts as may be necessary to reduce unpaid liens on his Unit, other than

mortgages which are not Permitted Mortgages, in the order of priority of such liens. The provisions of this paragraph are subject to the next paragraph.

If 75% or more of the 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 his share of such funds such amounts as may be necessary to discharge all unpaid liens on his Unit (other than mortgages which are not Permitted Mortgages) in the order of the priority of such liens.

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

Insurance

The Condominium Board is required to obtain and maintain, in accordance with the provisions of the By-Laws, to the extent obtainable and to the extent determined by the Condominium Board to be appropriate and practicable, the following insurance: (a) fire insurance with all risk extended coverage, vandalism and malicious mischief endorsements, insuring the entire Building together with all service machinery contained therein (other than space defined by the dimensions of the Units and any appliances, fixtures, improvements or any furniture, furnishings, decorations, belongings or other personal property contained in the Units and covering the interests of the Condominium, the Condominium Board and all of the Unit Owners and all Permitted Mortgagees, as their respective interests may appear, under either an agreed amount replacement cost policy or under a policy including at least an 80% co-insurance provision so that the insured shall not be a co-insurer (for purposes of determining full replacement value of the Building the cost shall be exclusive of foundation and footings and without deduction for depreciation); (b) rent insurance in an amount equal to Common Charges for one year; (c) worker's compensation and New York State disability benefits insurance; (d) boiler and machinery insurance; (e) plate glass insurance; (f) water damage insurance; (g) elevator liability and collision insurance; (h) fidelity insurance covering all the Condominium Board and all officers, directors and employees of the Condominium; (i) directors' and officers' liability coverage; (j) an "increased cost of construction" endorsement; and an endorsement covering demolition, the loss of the value of the undamaged portions of the Building and the cost of debris removal; (k) at the option of the Condominium Board, umbrella or excess liability insurance, as a limit to be determined by the Condominium Board; (l) terrorism insurance for so long as such insurance is available at commercially reasonable rates; and (m) such other insurance as the Condominium Board may determine. See Schedule B for details of Insurance Coverage for the projected First Year of Condominium operation. Notwithstanding anything herein contained to the contrary, the Condominium Board shall obtain and maintain such insurance and in such limits as shall reasonably be required by the Loft Unit Mortgagee for so long as there are any Unsold Units.

The fire insurance policies shall contain a New York standard mortgagee clause in favor of each Permitted Mortgagee which shall provide that the loss, if any, thereunder shall be payable to such Permitted Mortgagee as its interest may appear, subject, however, to the loss payment provisions described in the By-Laws.

The amount of fire insurance and all risk extended coverage to be maintained until the first Condominium Board meeting following the first annual meeting of the Unit Owners shall be in at least the sum set forth in the First Year's Budget.

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

The Condominium Board shall also be required to obtain and maintain, to the extent obtainable, comprehensive general liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Property, in such limits as the Condominium Board may from time to time determine, covering (1) the Condominium Board, the Managing Agent or agents thereof, each Condominium Board member and each officer and employee of the Condominium, and (2) each Unit Owner, except that such policy will not cover liability of a Unit Owner arising from occurrences within his own Unit or within the Common Elements, if any, exclusive to his Unit. The Condominium Board shall review such limits no less than once each year. Until the first meeting of the Condominium Board following the first annual meeting of Unit Owners, such liability insurance shall be in at least the sum set forth in Schedule B with respect to bodily injury and property damage, combined single limit. The insurance discussed above shall also include cross-liability claims of one insured against another.

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

Liability of the Condominium Board and Unit Owners

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

Reports to Unit Owners

An annual report of the receipts and expenditures of the Condominium, certified by an independent certified public accountant, shall be submitted by the Condominium Board to all Unit Owners approximately four (4) months after the end of each fiscal year.

Amendments to Condominium Documents

Generally, subject to certain exceptions concerning, among other things, Sponsor, Unsold Loft Units, the Commercial Unit Owner, the Commercial Unit, the Permitted Mortgagees and provided that required consents of the Mortgage Representatives, if any, are obtained, any provision of the Declaration, By-Laws or Rules and Regulations affecting the Common Elements or all Unit Owners may be amended, modified, added to or deleted by affirmative vote of at least 66 2/3% in number and in Common Interest of all Unit Owners; provided, however, that the Common Interest appurtenant to each Unit may not be altered without the written consent of all Unit Owners directly affected thereby.

No amendment, modification, addition, or deletion of or to these By-Laws shall be effective in any respect against Sponsor, any Commercial Unit Owner, any Unsold Loft Unit, or the holder of any present mortgage, pledge, lien, or security agreement covering any Unsold Loft Unit or Commercial Unit unless and until Sponsor, Unsold Loft Unit Owner, and/or such holder in the case of an Unsold Loft Unit or affected Commercial Unit Owner, and/or the holder in the case of a Commercial Unit, shall consent to the same in writing. The Condominium Board shall not have the right to amend, modify, add to, or delete any of the Rules and Regulations if the same would adversely affect Unsold Units owned by Sponsor and the sale, lease or use thereof, without the prior written consent of Sponsor. In addition, the Declaration, By-Laws and the Rules and Regulations may not be amended or modified so as to adversely affect the Commercial Unit Owner and/or the Commercial Unit without the prior written consent of the Commercial Unit Owner.

Termination of Condominium

The Condominium shall continue and the Property shall not be subject to an action for partition (unless terminated by casualty loss, condemnation or eminent domain as provided in the By-Laws) until such time as the Property shall be withdrawn from the provisions of the Condominium Act as a result of the vote to do so of at least eighty percent (80%) of the Loft Unit Owners both in number and in Common Interest, and the Commercial Unit Owner. Such vote shall not be effective, however, unless written consents are obtained from the Mortgage Representatives, if any, and if required.

In the event of withdrawal, the Property shall be subject to an action for partition by any Unit Owner or any lienor as if owned in common, in which event the net proceeds of the sale shall be divided among all Unit Owners in proportion to their respective Common Interests after first applying the share of the net proceeds of such sale otherwise payable to any Unit Owner to the payment of any liens on his Unit (other than mortgages which are not Permitted Mortgages), in the order of priority of such liens.

Mechanics' Liens

Under the provisions of the Condominium Act, no lien of any nature may arise or be created against the Common Elements except with the unanimous consent of all Unit Owners affected thereby. Liens may arise or be created against only the several Units and their respective Common Interests. Labor performed on, or materials supplied to, a Unit may not be the basis for a mechanic's lien against the Unit of a Unit Owner not expressly consenting to or requesting such work, except in the case of emergency repairs. No labor performed on, or materials furnished to, the Common Elements shall be the basis for a lien thereon but all Common Charges received by the Condominium Board shall constitute trust funds for the purpose of paying the cost of labor performed or materials furnished at the request or with the consent of the Condominium Board or the Managing Agent for the Common Elements.

Easements/Rights of Access

In order to facilitate the operation and maintenance of the Building and the sale or leasing of Units therein, each of the Units will be subject to certain easements including easements in favor of

Sponsor, other Unit Owners and the Condominium Board. These easements, which are more particularly set forth in the Declaration, include an easement of support and necessity in favor of all other Units and their appurtenant Limited Loft Common Elements, Commercial Limited Common Elements, and the Common Elements, and an easement in favor of each Unit Owner to use, operate, maintain, repair, alter, rebuild, restore and replace provided that such easements shall be exercised in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes. In addition, Sponsor shall have an easement to erect, maintain, repair and replace from time to time one or more selling, directional and informational signs on the Property (other than the storefront and windows of the Commercial Unit, or the exterior of the Building immediately adjacent to the storefront and windows of the Commercial Unit) as it deems necessary for the purposes of advertising the sale or lease of Loft Units and as otherwise provided in the Condominium Documents.

Subject to the rights of the Commercial Unit Owner to the exclusive use of the Commercial Limited Common Elements on the roof over the top floor of the Building, the Sponsor shall have an easement to erect, use, lease, maintain, repair, replace and operate antennae, satellite dishes and other communications equipment, as permitted by applicable Law, on any part of the roof and/or façade of the Building and elsewhere on the Common Elements and to utilize any risers, conduits, piping, cables, ducts and electrical panels and rooms, telephone/cable panels and rooms in connection therewith. Nothing shall be deemed to prohibit the Condominium Board from entering into a license or lease agreement for antennae satellite dishes or other communication equipment in any area other than the Commercial Limited Common Elements, the Limited Loft Common Elements and the Loft Common Elements, subject to the terms contained in the Condominium Documents. The Sponsor shall assign such easement right set forth above to the Condominium Board when the Sponsor no longer owns any Units in the Building. Notwithstanding the foregoing, the Sponsor and the Condominium Board shall not erect or install antennae, satellite dishes and other communications equipment on the roof of the Building which is over the top floor of the Building which causes wavelength interference with the existing Verizon equipment for so long as the existing Verizon equipment is located on said roof pursuant the existing lease with Verizon dated December 22, 2003 and any existing lease extensions contained in said existing lease. If Verizon sends written notice to the Commercial Unit Owner that there is wavelength interference with Verizon's existing equipment then the Sponsor will modify, relocate or remove its equipment in order to eliminate any such wavelength interference within the applicable grace period provided for in the existing lease provided that the Commercial Unit Owner immediately sends to the Sponsor or the Condominium Board such written notice. Nothing shall preclude: (i) tenants or occupants from placing antennae, satellite dishes and other communications equipment inside their spaces leased to them at any time; and/or (ii) the Sponsor and the Condominium Board from erecting or installing antennae, satellite dishes and other communications equipment after the expiration or earlier termination of the Verizon lease; and/or (iii) the Sponsor and the Condominium Board from erecting or installing antennae, satellite dishes and other communications equipment on the roof of the Building which is over the top floor of the Building which does not cause wavelength interference with the existing Verizon equipment; and/or (iv) the Sponsor and the Condominium Board from erecting or installing antennae, satellite dishes and other communications equipment elsewhere in the Building.

The Commercial Unit Owner shall have an easement, to the extent permitted by Law and specifically the New York City Landmarks Preservation Commission, to erect, maintain, repair and replace, from time to time, one or more signs, on the exterior of the Commercial Unit for the purpose of advertising the sale or lease of all or any portion of the Commercial Unit and the operation of any business of a tenant or occupant of all or any portion of the Commercial Unit. The size, location, design and lighting of any such sign shall be in compliance with applicable Law, including without limitation, the Landmarks Preservation Commission and shall not require the consent of the Condominium Board or any other Unit Owner. Notwithstanding the foregoing, neon and fluorescent and/or flashing signs or any other illuminated sign which creates a nuisance for the Loft Unit Owners and/or Sponsor, and their

tenants and occupants and any other Unit Owners, their tenants and occupants, shall not be permitted, and nor shall any signs which are indecent, lewd, immoral, unlawful, or contain any profanities as determined by Sponsor and/or the Condominium Board be permitted.

The Commercial Unit Owner and its tenants having equipment on the Commercial Limited Common Element shall have a right of access via the elevator or the stairs, which are each Loft Common Elements, and across that portion of the roof over the top floor of the Building which is a Limited Loft Common Element or a General Common Element, if any, solely for the purpose of gaining access to that portion of the roof over the top floor of the Building which is a Commercial Limited Common Element in order to use or replace existing equipment or to use, maintain and repair the Commercial Limited Common Element and the equipment thereon on the roof over the top floor of the Building. This right of access shall be exercised by the Commercial Unit Owner in a reasonable and accessible location designated from time to time by the Sponsor, or once the Sponsor no longer owns any Loft Unit(s) then by the Condominium Board and in such a manner as will not unreasonably interfere with the other Units Owners, the Common Elements, or any category of Common Elements to be established by Sponsor. In the event that the Commercial Unit Owner requires access to that portion of the roof over the top floor of the Building which is a Commercial Limited Common Element, then the Sponsor, or once the Sponsor no longer owns any Unit(s) then the Condominium Board shall provide reasonable access (in an accessible location designated from time to time by the Sponsor, or by the Condominium Board as the case may be) at reasonable times to the Commercial Limited Common Elements provided that a representative of Sponsor or the Condominium Board or the managing agent of the Condominium is present during all such times of access.

The Commercial Unit Owner, the authorized agents of the Commercial Unit Owner, the tenants of the Commercial Unit Owner, and the licensees and invitees of the foregoing, who are physically handicapped, will have a right of access through the Loft lobby, which is a Loft Common Element, to use the elevator, which is a Loft Common Element, for the limited purpose of entering and leaving the portion of the cellar level of the Building which comprises the Commercial Unit. Such right of access shall be exercised with reasonable care.

The Commercial Unit Owner, the tenants of the Commercial Unit, the authorized agents of the Commercial Unit Owner, the authorized agents of the tenants of the Commercial Unit, and the authorized agents of the tenants of the Commercial Unit Owner will have a right of access (a) through the Loft lobby, Lobby A, which is a Loft Common Element, to use the elevator, which is a Loft Common Element, to gain access to the cellar for the purpose of installing, maintaining, replacing and effecting repairs to any equipment or machinery servicing the Commercial Unit and located in the cellar, and (b) through the Loft lobby, Lobby A, which is a Loft Common Element, to use the elevator, which is a Loft Common Element, for the purpose of installing, maintaining, replacing and effecting repairs to any equipment servicing the Commercial Unit and located on the roof. Such rights of access shall be exercised with reasonable care and in the presence or the knowledge of either the superintendent/porter or a representative of the Managing Agent.

The Commercial Unit Owner shall have the right to maintain the existing Verizon equipment and to erect any additional, replacement or modified communications equipment of substantially similar kind to the existing Verizon equipment, but subject to applicable provisions, including restrictions, as to the size and location of such equipment, and to use, lease, license, maintain, repair, replace and operate such communications equipment, as permitted by applicable Law, on the Commercial Limited Common Elements or any part thereof located on the designated area on the roof over the top floor of the Building and subject to the other applicable terms. In connection therewith, the Commercial Unit Owner shall have the right: (i) to use, repair and maintain the existing Verizon equipment and to install any replacement or modified equipment or additional equipment provided that any such replacement or modified or additional equipment is of substantially similar kind and does not exceed the size of the

existing Verizon equipment located on the Commercial Limited Common Elements located on the roof of the Building and further provided that any such replacement or modified or additional equipment shall only be located on the Commercial Limited Common Elements or any part thereof located on the designated area on the roof over the top floor of the Building, and further provided, that any such replacement or modified or additional equipment does not disturb or materially or adversely affect any Common Element or any Building-wide system or any Loft Unit; and (ii) to use, repair, replace and maintain the existing wiring in the existing conduits and pathways that service the existing Verizon equipment and to install new wiring in the existing conduits and pathways necessary to operate such Verizon equipment or any replacement or modified or additional equipment, and to use, maintain, repair and replace the existing conduits and pathways, provided, however, that no such wiring, conduits and/or pathways shall push through or into any Unit, other than the Commercial Unit, or any Common Element (other than the Commercial Limited Common Element and other than the existing conduit located in the General Common Element in the basement of the Building which services the existing Verizon equipment) or any other category of Common Elements to be established by Sponsor, unless the Sponsor consents to same or when the Sponsor no longer owns any Units, then the Condominium Board consents to same and further provided that the existing conduits and pathways which contain the wiring shall not be repaired, replaced, expanded, relocated or altered unless the Sponsor consents to same or when the Sponsor no longer owns any Units, then the Condominium Board consents to same. The Commercial Unit Owner shall be entitled to all income and profit derived in connection with the usage or transfer of such rights. The Commercial Unit Owner shall not use the Commercial Limited Common Elements or any equipment installed thereon pursuant to the terms contained herein, in such a manner as will unreasonably disturb or materially or adversely affect the other Unit Owners, the Common Elements (including any other category of Common Elements to be established by Sponsor), the Loft Common Elements, the Limited Loft Common Elements or the Loft Units.

The By-Laws provide that each Unit Owner shall grant the Condominium Board a right of access to his Unit and any applicable Limited Common Elements for the purpose of making repairs to the Building, removing violations, curing defaults under the By-Laws or Declaration, performing maintenance to mechanical or electrical services, reading meters or correcting any condition that violates the provisions of any Permitted Mortgage.

Preservation Declaration

In accordance with the terms and conditions of the declaration dated February 10, 2010 and recorded in the office of the City Register of the City of New York on March 19, 2010 under City Register File No. 2010000094859 (the "Preservation Declaration"), the Condominium Documents shall reflect that the Condominium Board will comply with the obligations contained in the Preservation Declaration as same relate to the preservation, repair and maintenance of the Building. See the Section of the Plan entitled "Agreements Affecting Building Operations" for more details.

The Declaration and By-Laws

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

REAL ESTATE TAXES

The City of New York Department of Finance assesses the value of real property in the Borough of Manhattan for the purpose of computing real estate taxes.

Real estate taxes payable with respect to all Loft Units for the first year of Condominium operation, commencing January 1, 2016 and ending December 31, 2016, subsequent to the sub-division of Lot 1202 into 23 Loft Units, have been estimated by Boris Saks, Esq., PLLC ("Saks"), 1732 East 12th Street, Brooklyn, New York 11229. As indicated in the real estate tax projection of Saks, dated September 10, 2015, the New York City Department of Finance, Real Property Assessment Department, currently employs three recognized methods of appraisal in order to arrive at a market value. These methods are the cost of construction method, the capitalization of pre real estate tax net income method and the comparable sales price method. The cost of construction method is based on the theory that the value of a property is reflected by adding the hard and soft costs of construction to the cost of acquiring the land. Capitalization of pre real estate tax net income is based upon the principal idea that the estimated pre real estate tax net income generated by the property, divided by the rate of return (adjusted for the payment of real estate taxes), yields an accurate estimate of market value. The comparable sales price method arrives at a value by surveying sales prices of properties of comparable size, location and use which were sold relatively proximate to the valuation date. Additionally, state law requires that the New York City Department of Finance value cooperatives and condominiums as if they are rental apartment buildings. This means that the New York City Department of Finance's value estimate is not based on sales prices, but rather on an estimate of the rent that would be charged for the units in the cooperative and/or condominium building if the units were rental apartments. In setting a market value, the assessor will typically use one, two or a combination of all three methods to arrive at an assessed value.

For the 2013/14 tax year, the New York City Department of Finance set a market value of $7,902,046 which resulted in an Actual Assessment of $3,555,921 and a Transitional Assessment of $3,424,570. The applicable class 4 tax rate in 2013/14 was 10.323%.

For the 2014/15 tax year, the New York City Department of Finance set a market value of $8,446,771 which resulted in an Actual Assessment of $3,801,047 and a Transitional Assessment of $3,491,736. The applicable class 4 tax rate in 2014/15 was 10.684%.

For the 2015/16 tax year, the New York City Department of Finance has estimated the market value to be $8,569,000 for the subject tax lot. This resulted in an Actual Assessment of $3,856,050 and a Transitional Assessment of $3,661,632. At a class 4 tax rate of 10.684%, the taxes payable for the 2015/16 tax year are $391,208. As a result, the taxes payable for the period of January through June of 2016 will be $195,604.

For purposes of taxation, the New York City Department of Finance divides real property into four tax classifications. Tax Class 1 includes most residential property of up to three units, vacant land that is zoned for residential use, and most condominium buildings that are not more than three stories. Tax Class 2 includes all other property that is primarily residential, such as apartment buildings, cooperatives and condominiums. Tax Class 3 includes property with equipment owned by a gas, telephone or electric company. Tax Class 4 includes all commercial and industrial property, such as office or factory buildings. Upon conversion to condominium ownership, Lot 1202 should be classified as a Tax Class 2.

Conciliation of the three methods of appraisal results in an estimate of fair market value of approximately $12,000,000 for tax year 2016/17. At the present time, the New York City Department of Finance assesses Tax Class 2 properties at 45% of its market value. As a result, the projected Actual Assessed Values for the property will be approximately $5,400,000 for the 2016/17 tax year. The current

tax rate for Tax Class 2 properties is 13.145%. Therefore, the projected real estate taxes for the 2016/17 tax year are approximately $709,830. As a result, the taxes payable for the period of July through December 2016 are estimated to be $354,915. The taxes payable for January through December 2016 are estimated to be $550,519.

There is no assurance the taxing authority will allocate taxes between Units in proportion to their respective Common Interests. If it does not, owners of Units having the same Common Interest will pay different amounts of real estate taxes.

NEITHER THE SPONSOR, SAKS, THE SPONSOR'S COUNSEL, NOR ANY OTHER PERSON MAKES ANY WARRANTY OR REPRESENTATION AS TO THE AMOUNT OF REAL ESTATE TAXES PAYABLE AT ANY TIME BY ANY UNIT OWNER OR THAT THE TAX LAWS OR RULINGS OR JUDICIAL INTERPRETATIONS THEREOF, WILL NOT CHANGE. IN NO EVENT WILL THE SPONSOR, SAKS OR SPONSOR'S COUNSEL BE LIABLE TO ANY PURCHASER UNDER THIS PLAN IN THE EVENT THE TAXES DIFFER FROM THOSE PROJECTED.

No representation or warranty can be made as to (a) whether there will be (i) a further increase in the actual valuation of Lot 1202 during the projected budget year or (ii) an increase in the assessed valuation of Lot 1202 by reason of the proposed subdivision of Lot 1202 or otherwise, or (b) the method of determining the assessed valuation (whether on a rent roll, market or other basis), or (c) the amount of any increase in the assessed valuation of Lot 1202, or (d) whether the tax rates will change.

Purchasers should note that if the assessed valuation of Lot 1202 for real estate tax purposes is increased at any time as result of improvements to the Property, including Lot 1202, or for any other reason, then greater amounts of real estate taxes than is shown above may be due with respect to Lot 1202.

Each Unit will be taxed as a separate tax lot for real estate tax purposes, and no Unit Owner will be responsible for payment of, nor will the Unit be subjected to, any lien arising from the nonpayment of real estate taxes on other Units. Loft Units may not be separately assessed until the tax year following the tax year in which the Declaration is recorded. Until the Loft Units are separately assessed and billed, each Loft Unit Owner shall pay such Loft Unit Owner's pro rata share of their proportionate amount of the aggregate tax for Lot 1202, as determined by their percentage of Common Interest, multiplied by the aggregate real estate taxes assessed against the entire Lot 1202.

Procedure to Review Real Estate Tax Assessments

The By-Laws provide that the Condominium Board is entitled to execute and deliver documents necessary in connection with proceedings to obtain reduced real estate tax assessments with respect to Loft Unit Owners, for the benefit and on behalf of all Loft Unit Owners.

The Condominium Board, on behalf of and as agent for all Loft Unit Owners, will be authorized to commence, pursue and settle certiorari proceedings to obtain reduced real estate tax assessments with respect to Loft Units. All Loft Unit Owners will share the costs in connection therewith and the benefits derived therefrom based on their respective Loft Common Interests. So long as the Condominium Board commences such proceedings on behalf of the Loft Unit Owners, the Loft Unit Owners will not commence independent proceedings to obtain reduced real estate tax assessments. In the event the Condominium Board has not commenced a certiorari proceeding on account of the Loft Units, any Loft Unit Owner may individually seek to have the assessed valuation of his Loft Unit reduced by bringing a separate certiorari proceeding. The Condominium Board, if necessary for such proceeding, will execute any documents or other papers required for, and otherwise cooperate with such Loft Unit Owner in pursuing, such reduction, provided that such Loft Unit Owner indemnifies the Condominium Board from

all claims, costs and expenses (including, without limitation, reasonable attorneys' fees) resulting from such proceedings.

INCOME TAX DEDUCTIONS TO LOFT UNIT OWNERS AND TAX STATUS OF CONDOMINIUM

The following discussion of certain income tax consequences of the ownership of Loft Units by Purchasers who use such Loft Units as a personal residence was prepared by Sponsor based, in part, upon the Attorney's Income Tax Opinion prepared by Olshan Frome Wolosky LLP, tax counsel to Sponsor ("Tax Counsel"), a copy of which immediately follows this discussion.

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

Deductibility of Mortgage Interest and Real Estate Taxes

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

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

Taxation of the Condominium

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

Sponsor anticipates that the Condominium will not qualify as a homeowners association. If the Condominium does not qualify as a homeowners association, or if it does but chooses not to make the

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

The qualification of an organization as a homeowners association is determined annually at the close of each taxable year, and it is possible that if the Condominium does not qualify in one year it may nevertheless qualify in one or more future years.

No warranties are given that the Internal Revenue Service, the New York State Department of Taxation and Finance or the Finance Administration of the City of New York will allow the aforementioned deductions for mortgage interest and real estate taxes. There is also no assurance that the tax laws or the regulations or rulings issued thereunder, or any judicial interpretation thereof, upon which Tax Counsel bases its opinion, will not change. In no event will Sponsor, Tax Counsel, Selling Agent, Managing Agent or any other Person connected with this offering be liable if at any time it is held that the Loft Unit Owners, or any of them, are not entitled to such income tax deductions. In addition, none of the aforesaid give any warranties with respect to the tax consequences of this Plan or the tax consequences of ownership of any Units offered under this Plan, and no one has been authorized to give any warranties.

ATTORNEY'S INCOME TAX OPINION

O L S H A N

PARK AVENUE TOWER • 65 EAST 55TH STREET • NEW YORK, NEW YORK 10022
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September 23, 2014

Greene Mercer Holdings LLC
11 East 44th Street, Suite 1000
New York, New York 10017

Re: 57-63 Greene Street Condominium

Gentlemen:

In connection with the offering of condominium units under a plan entitled Condominium Offering Plan for 57-63 Greene Street Condominium (the "Plan"), you have requested our opinion as special tax counsel to the Plan concerning certain tax matters. Specifically, you have requested our opinion as to the deductibility for federal and New York State income tax purposes of payments of mortgage interest and real estate taxes by individual Loft Unit Owners. You have also asked for our opinion as to the tax status of the condominium association.

All capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Plan.

We understand that under the Plan each Unit Owner will hold title to his Unit and an undivided interest in the Common Elements of the Property in fee simple. Under New York State law, each Unit and its interest in the Common Elements will be taxed as a separate parcel for real estate tax purposes. Each Unit Owner may place a separate mortgage on his Loft Unit and, by doing so, incur direct liability for the interest payable on such mortgage.

In our opinion under present law, subject to the limitations discussed in the following paragraph and subject to limitations imposed on the deduction of itemized deductions, interest on a mortgage secured by a Loft Unit paid or accrued by owner of such Loft Unit who is liable for the interest payment on such mortgage and who uses the Loft Unit exclusively as his personal residence will be deductible for federal income tax purposes in the appropriate year according to his method of accounting, provided that he itemizes his deductions. In rendering this opinion we assume that such interest is not prepaid, that the mortgage proceeds were used by the Loft Unit Owner to purchase the Loft Unit, that the Loft Unit is the owner's principal residence and that the Loft Unit Owner is an individual.

Except as provided below, residential interest is deductible if paid or accrued during the taxable year on indebtedness which is secured by either the taxpayer's principal residence, as defined for purposes of exclusion of gain on sale under Internal Revenue Code ("Code") Section 121, or on certain designated second homes. However, a ceiling is placed on the amount of indebtedness which may be taken into account for purposes of this deduction. In general, with

respect to indebtedness incurred in purchasing a Loft Unit, this ceiling is $1,000,000, or $500,000 in the case of a married individual filing a separate return. In addition, an individual may deduct interest on an additional $100,000 of indebtedness in excess of the $1,000,000 limit mentioned above as interest on home equity indebtedness. However, special limitations may apply to the deductibility of points and prepaid interest if any.

It is also our opinion under present law that real estate taxes assessed against a Unit Owner's Loft Unit which are paid or accrued by such owner will be deductible for federal income tax purposes in the appropriate year according to his method of accounting, provided that he itemizes his deductions.

We note that in some cases the amount of mortgage interest deductible by an individual Loft Unit Owner subject to the alternative minimum tax may be less than the amount deductible by a Loft Unit Owner subject to the regular income tax and that no deduction is allowed for real estate taxes paid by a taxpayer subject to the alternative minimum tax.

The mortgage interest and real estate taxes described above will also be allowable as deductions for New York State income tax purposes to a resident individual. We express no opinion with respect to these items under the New York State personal income tax on nonresidents. We also express no opinion as to the taxation of Loft Unit Owners who are not individuals.

We have reviewed various documents included as exhibits in the Plan relating to the organization of the Condominium Board of 57-63 Greene Street Condominium (the "Association"), including the Declaration of Condominium and By-Laws of the Condominium (which are the instruments which will create the Association).

Our opinion has been requested as to whether the Association will be eligible to qualify as a tax-exempt organization for federal income tax purposes. In order for the Association to qualify as an exempt organization for federal income tax purposes under Code Section 528, it must meet the following six conditions:

(1) The Association must be organized and operated to provide for the acquisition, construction, management, maintenance, and care of the Association's property.

(2) Sixty percent (60%) or more of the Association's gross income for the taxable year must consist solely of amounts received as membership dues, fees or assessments from owners of residential units.

(3) Ninety percent (90%) or more of the expenditures of the Association for the taxable year must be expenditures for the acquisition, construction, management, maintenance, and care of the Association's property.

(4) No part of the net earnings of the Association may inure to the benefit of any private shareholder or individual, other than by acquiring, constructing, or providing management, maintenance, and care of the Association's property and other than by a rebate of excess membership dues, fees, or assessments.

(5) The Association must qualify as a "condominium management association," which is an organization meeting the requirements of condition (1), above, with respect to a condominium project substantially all the units of which are used by individuals for residences.

(6) The Association must properly elect to have Code Section 528 apply for the taxable year.

"Substantially all the units" of a condominium management association will be considered as used by individuals for residences if at least eighty-five percent (85%) of the total square footage of all Units within the project is used by individuals for residential purposes. Units that are used for purposes auxiliary to residential use are considered as used for residential purposes. These auxiliary purposes include laundry areas, storage rooms, and areas used by maintenance personnel. A special limitation is established for transient use. No building or Unit will be considered as used for residential purposes if, for more than one half the days in the Association's taxable year, such Unit or building is occupied by a person or series of persons each of whom occupies the Unit or building for less than thirty days.

You have advised us that less than 85% of the total square footage of the Premises will be used by individuals for residential purposes. Accordingly, the "substantially all" test will not be met. As a result, it is our opinion that the Association will not be eligible to elect tax-exempt status under Code Sec. 528.[1]

Since the Association will not initially qualify as a tax exempt organization pursuant to Code § 528, the present state of the law is uncertain as to the tax treatment of any income of the Condominium in excess of appropriate deductions and credits. Tax authorities may take the position that the Condominium is a separate taxable entity and that some or all of its income (including the nonmembership, and possibly membership, income described above less expenses related to such income) is subject to Federal corporate income tax, New York State Corporation Franchise Tax and New York City Corporate Franchise or Unincorporated Business Tax. Alternatively, it is possible that some or all of such income might be reportable directly by the Unit Owners. The tax treatment of the Condominium may be affected by certain United States Treasury Department regulations relating to entity classification.[2]

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[1] If in the future the Association does meet the substantially all test and elects tax treatment under Code Sec. 528, all amounts received by the Association as exempt function income will be exempt from federal income tax. This consists of amounts received as membership dues, fees, or assessments from owners of Residential Units. However, the Association would be subject to tax on income which is not exempt function income to the extent such income exceeds expenses properly allocable to such income. Examples of income which is not exempt function income are interest earned on reserve funds, amounts received from persons who are not members of the Association or from Commercial Unit Owners, amounts received for work done on privately owned property which is not Association property, and amounts received from members for special use of the Association's facilities, the use of which is not available to all members as a result of having paid the dues, fees, or assessments required to be paid by all members.

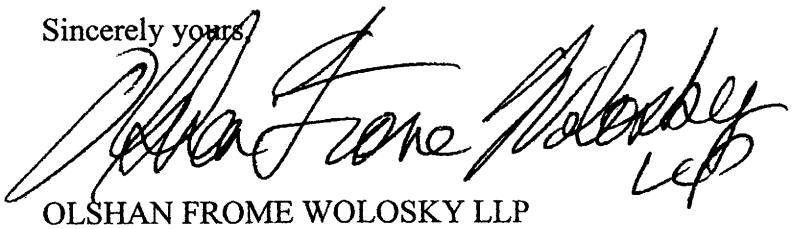
[2] To remove doubt in the area, the Association may be able to elect to be treated as a corporation for federal income tax purposes if it files Form 8832 with the IRS within 75 days of its formation.

This opinion deals only with the specific tax matters discussed above, which do not necessarily comprise all tax matters which may be significant to purchasers of Units. We express no views as to any federal, New York State or New York City tax consequences other than as explicitly discussed in this opinion or as to the tax status or tax consequences of the Plan under the laws of any foreign jurisdiction. Accordingly, it is recommended that each prospective purchaser of a Unit consult with his own tax advisor concerning the federal, New York State, and New York City tax consequences of the purchase and ownership of a Unit.

This opinion is based solely on the facts and documents referred to above. No warranties are made that the tax laws upon which counsel bases this opinion will not change. In no event will the Sponsor, counsel to Sponsor, special tax counsel to the Sponsor, the Association, or any other person be liable if, by reason of future changes in fact or applicable law, regulations, decisional law, or Internal Revenue Service rulings, the tax consequences described previously should change.

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

Sincerely yours,



OLSHAN FROME WOLOSKY LLP

WORKING CAPITAL FUND AND APPORTIONMENTS

The Purchaser of a Unit shall be required to make a contribution at the Closing of his Unit to the Working Capital Fund of the Building ("Working Capital Fund"). Such contribution shall be in an amount equal to two (2) month's Common Charges then in effect for such Unit.

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

(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 Building;

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

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

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

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

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

(7) cost of Building supplies on hand at Sponsor's cost (including sales tax);

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

(9) management fees; and

(10) 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 herein otherwise expressly provided, the customs in respect to title closings adopted by the Real Estate Board of New York, Inc., as amended, shall apply to apportionments and other matters herein mentioned.

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 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. Such 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 held and 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 collected from each Unit. While the Sponsor controls the Condominium Board (see the Section of the Plan entitled "Control By Sponsor" for further details), the Working Capital Fund will not be used to reduce Common Charges.

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

No representation or warranty is made that the Working Capital Fund will be, or is intended to be, adequate to cover current or future expenses, including repairs, replacements or major improvements, for the first or any subsequent year of Condominium operation. If additional funds are required over and above the Working Capital Fund to cover expenses of the 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 New York City Council has enacted Local Law No. 70 which amends Chapter 51 of the Administrative Code of the City of New York (hereinafter the "Reserve Fund Law"), the full text of which is set forth in Part II of this Plan. The Reserve Fund Law requires the sponsor of an offering plan for the conversion of a building from rental to condominium status to establish a reserve fund (the "Reserve Fund") to be used exclusively for making capital repairs, replacements and improvements necessary for the health and safety of the residents of such building.

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

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

(b) The aggregate of: (i) three (3)% percent of the actual sales prices of all Units offered for sale pursuant to this Plan which are sold by Sponsor at the Effective Date of this Plan, provided, however, that if such amount is less than one (1%) percent of the Total Price, then the Reserve Fund shall be established as a minimum of one (1%) percent of the Total Price; plus (ii) supplemental contributions to be made by Sponsor at a rate of three (3%) percent of the actual sales price of Units for each Unit offered for sale under this Plan held by Sponsor and sold to bona fide purchasers subsequent to the Effective Date of this Plan and within five (5) years of the First Closing notwithstanding that the total amount contributed may exceed three (3%) of the Total Price, and provided further, that if five (5) years from thirty (30) days after the First Closing, the total contributions by Sponsor to the Reserve Fund are less than three (3%) percent of the Total Price, Sponsor shall pay the difference between the amount contributed and three (3%) percent of the Total Price. The supplemental contributions made under this subparagraph (ii) shall be made within thirty (30) days of each sale of a Unit under this Plan.

The Reserve Fund may not be reduced by closing adjustments but Sponsor may receive credit against the mandatory initial contribution for the actual cost of capital replacements begun after this Plan is submitted for filing to the Department of Law and before this Plan is declared effective. Such credit may not exceed the lesser of the actual cost of the capital replacements or one (1%) percent of the Total Price.

The Reserve Fund Law also requires Sponsor, not later than the 30th day following the Filing Date of this Plan and until the First Closing, to post and maintain in a prominent place accessible to all tenants in the Building a list of all violations of record against the Building as determined by the Building Department and the HPD. All newly issued violations must be posted within 48 hours of their issuance. Sponsor hereby designates the vestibule at the Building where such listing will be made available for inspection by the tenants.

In the event that at any time prior to the First Unit Closing, the Reserve Fund Law is repealed, Sponsor will not be obligated to comply with its requirements and <u>may</u> <u>not</u> provide a Reserve Fund. In such event, and provided that Sponsor does not agree to provide a Reserve Fund, all purchasers will be given fifteen (15) days after receipt of an amendment disclosing such repeal of the Reserve Fund Law to rescind their Purchase Agreements and be refunded all monies paid thereunder, other than monies paid on account of and used by Sponsor for upgrades, extras or custom work.

No assurance can be given that the Reserve Fund will be adequate to pay for the replacement of capital items, and if additional monies are required over and above the Reserve Fund, it may be necessary to increase Common Charges or levy a Special Assessment against the Unit Owners. While Sponsor anticipates the Reserve Fund will be sufficient to pay for the replacement of capital items during the five (5) year period following the First Closing, Sponsor cannot guarantee same. The Reserve Fund may not be used to reduce Common Charges while Sponsor controls the Condominium Board. No representation can be made, however, that after Sponsor relinquishes control, the Condominium Board may not decide to use the Reserve Fund for a purpose other than for which it has been established.

Subject to maintenance and conditions, the useful life of the boiler is 30 years and the useful life of subcomponents, such as burner tubes, is 15 years.

Section 2.4(a)(xxvii) of the By-Laws also provides for the establishment of such reserve funds as the Condominium Board, in its discretion, believes are prudent to provide periodic repair, replacement and maintenance of the Building's capital plant, subject to the limitations set forth in the Condominium Documents, including but not limited to Section 6.1(E) of the Condominium's By-Laws.

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

AGREEMENTS AFFECTING BUILDING OPERATIONS

Management Agreement

At or prior to the First Closing, Sponsor will assign, and the Condominium Board will assume, the Management Agreement for the Building between Sponsor and B&D Property Management d/b/a Dermer Management, having an office address at 10 East 40th Street, New York, New York 10016 ("Management Agreement"). The Managing Agent is not affiliated with Sponsor.

The Management Agreement shall commence upon the earlier to occur of the First Closing or the issuance of a certificate of occupancy for the Building, on 30 days prior notice from Sponsor ("Commencement Date") and shall continue for 36 months thereafter. The Managing Agent fee shall be the sum of $42,500.00 per annum for the first year of the Management Agreement payable in monthly installments. In addition, the Condominium Board will be obligated to reimburse the Managing Agent for any out of pocket expenses incurred by the Managing Agent. Thereafter, the annual fee will be $40,000.00 for the second and third years of operation. In addition, the Managing Agent shall charge Loft Unit Owners for services rendered to them (other than Sponsor) in connection with processing applications to sell or otherwise transfer Units and obtaining necessary waivers of the right of first refusal by the Condominium Board. The Managing Agent shall receive a fee from each Unit Owner for (i) for processing an application for sale of a Unit, (ii) for processing a sublet application and renewal, (iii) processing an application for financing or refinancing, and (iv) alteration applications. The Management Agreement may not be assigned by the Managing Agent without the prior written consent of the Condominium Board.

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

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

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

(3) Contracting for necessary services and repairs and purchasing supplies to properly maintain and operate the Building and its Common Elements. The approval of the Condominium Board is necessary for any repair and replacement which exceeds $5,000 and the purchase of supplies in amounts greater than $500 at any one time;

(4) Supervising, hiring and discharging employees necessary for the proper maintenance and operation of the Building, except the discharge of the superintendent shall require the Condominium Board's prior written approval;

(5) Being responsible for all day-to-day operations in respect of the Property, including, but not limited to:

(i) preparing work schedules;

(ii) preparing maintenance schedules for overall building equipment and maintenance;

(iii) preparing schedules of all maintenance items to be done and be available to review same with the Condominium Board's representatives during business hours upon reasonable advance notice from the Condominium Board;

(iv) reviewing the payroll, noting particularly any variations from standard authorized amounts, and seeing that the authorized amounts and the Property employees

are promptly paid. Maintaining complete personnel records of all Property employees' earnings for the purpose of preparing and filing, with the assistance of the Condominium Board's accountants, Federal Social Security, State Unemployment Insurance, Federal Unemployment Insurance and Federal Withholding Tax Returns. Compiling records and filing all necessary reports with various government agencies with regard to the payroll. For purposes of review, making such records available to the insurance company carrying Worker's Compensation Insurance. Notwithstanding the foregoing, Managing Agent will retain the services of an outside payroll company at the Condominium Board's expense to perform the services set forth herein;

(6) Reviewing and paying bills on a timely basis;

(7) Obtaining all necessary or proper licenses, permits and certificates with respect to the operation of the Property and prepare all applications therefor;

(8) Subject to subparagraph (5)(iv) above, prepare, with the assistance of the Condominium Board's accountant, all forms for payroll taxes and pay the same on a timely basis;

(9) Maintaining and making available to the Condominium Board and the Condominium Board's accountant's records of all receipts and disbursements and be available to review same with the Condominium Board's representative on a monthly basis;

(10) Pursuing past due receivables from Unit Owners related to Common Charges and other fees;

(11) Preparing the annual operating and capital budget for the Property in accordance with the Plan and submitting a draft of such budget to the Condominium Board for approval no less than sixty (60) days before the end of each calendar year;

(12) The Managing Agent shall employ contractors and suppliers, subject to the prior approval of the Condominium Board, with regard only to such contracts having a term of longer than one (1) year that is not terminable on thirty (30) days' notice or requiring annual payments in excess of $10,000.00; and

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

The Condominium agrees to hold and save the Managing Agent harmless from damages or injuries to person or property by reason of any cause whatsoever except the Agent's gross negligence either in and about the Property or elsewhere when the Managing Agent is carrying out the provisions of the Management Agreement or acting under the express or implied directions of the Condominium.

At the First Closing the Sponsor will assign (or cause the Condominium to enter into) service contracts for the services detailed in Footnote 5 in Schedule B. It is estimated that the aggregate cost of these contracts will be $37,400 for the first year of operation (see Budget).

All dwelling units occupied by non-purchasing tenants shall be managed by the same managing agent who manages all other dwelling units in the Building. Such managing agent shall provide to non-purchasing tenants all services and facilities required by law on a non-discriminating basis. During the Initial Control Period, Sponsor shall guarantee the obligation of the Managing Agent to provide all such facilities, after which the Condominium Board shall assume responsibility for the provision of all services and facilities required by law on a non-discriminating basis.

Preservation Declaration

In accordance with the terms and conditions of the declaration dated February 10, 2010 and recorded in the office of the City Register of the City of New York on March 19, 2010 under City Register File No. 2010000094859 (the "Preservation Declaration"), the Condominium Documents shall reflect that the Condominium Board will comply with the obligations contained in the Preservation Declaration as same relate to the preservation, repair and maintenance of the Building.

Pursuant to the Preservation Declaration, the Condominium (and not Sponsor) will be obligated to, among other things, at its own expense: (i) have the Building periodically inspected by a preservation architect, engineer or other qualified person knowledgeable about the preservation and historic structure who shall, at the Condominium's expense, issue a periodic inspect report; (ii) submit Local Law 10 and 11 Reports, if required; (iii) perform all work identified as necessary to maintain the Building, in sound first-class condition; (iv) establish and be prepared to carry out an emergency protection program for the Building; and (v) provide the New York City Landmarks Preservation Commission and its designated representatives with access to the Building at reasonable times and upon reasonable notice, except in cases of emergency.

If any required preservation, repair or maintenance of the Building is not performed, the City of New York may perform the required work at the Condominium's sole cost and expense.

IDENTITY OF PARTIES

Sponsor

Sponsor is Greene Mercer Holdings LLC, a New York Limited Liability Company with an office c/o AION Partners, 11 East 44th Street, Suite 1000, New York, New York 10017.

The individual principals of Sponsor who will be actively involved in this offering are Siraj Dadabhoy and Michael Betancourt. There is no individual who owns a 10% or more equity interest in Sponsor who has any prior convictions, injunctions, and judgments that may be material to the offering under this Plan or an offering of securities generally which occurred within the fifteen (15) years prior to the submission of the Plan. Mercer Greene Investors LLC, a Delaware Limited Liability Company, is the sole member and a principal of Sponsor.

Siraj Dadabhoy is a founding partner and Managing Director of AION Partners. AION Partners is a real estate investment firm that owns a diverse portfolio of real estate in select markets within the United States of America primarily comprised of office and residential properties. His primary responsibilities include running the U.S. operations of AION and developing and managing several of its global institutional relationships. Mr. Dadabhoy is a 1988 graduate of Indiana University, with a B.S. in Accounting and Finance. He is also a Certified Public Accountant.

Michael Betancourt is a founding partner and Managing Director of AION Partners. Mr. Betancourt began his real estate career in 2001 and has since dedicated a substantial amount of his tenure to investing in and managing investments within the New York – Washington, D.C. corridor. Mr. Betancourt is a graduate of Saint Joseph's University with a B.S. in Finance.

Mr. Dadabhoy and Mr. Betancourt were principals of the sponsor entities that took part in the following public offerings of condominiums in New York.

Address of Property	Sponsor	Offering Plan Filing Date
115 Mercer 115 Mercer Street New York, NY 10012	Mercer Property Holdings LLC	January 20, 2007
807 Park Avenue (originally known as 813 Park) New York, NY 10021	813 Park Avenue Holdings LLC	July 19, 2005

Attorneys for Sponsor

Sponsor has retained the law firm of Gerstein Strauss & Rinaldi LLP, having an office at 57 West 38th Street, New York, New York 10018, to represent it in connection with the Plan. Lisa J. Rinaldi, Esq. participated in and supervised the preparation of the Plan. Gerstein Strauss & Rinaldi LLP will serve as Escrow Agent and will represent the Sponsor in connection with matters relating to Closings of Units.

Sponsor has retained the law firm of Olshan Frome Wolosky LLP, having an office at 65 East 55th Street, New York, New York 10022, to provide the Attorney's Income Tax Opinion set forth in Part I of the Plan. The Sponsor has retained the law office of Boris Saks, Esq. PLLC, having an office at 1732 East 12th Street, Brooklyn, New York 11229 to provide an estimate of real estate taxes.

Selling Agent

The Selling Agent is Stribling Marketing Associates, LLC, having an address at 924 Madison Avenue, New York, New York 10011. Stribling Marketing Associates is one of the most respected and successful development marketing groups in Manhattan, specializing in consulting, marketing and sales of new developments and conversions. With over twenty-five years of experience, the Stribling Marketing Associates team has represented some of Manhattan's most architecturally significant properties, including The Plaza Private Residences, 200 East 79th Street, Philip House at 141 East 88th Street, 130 West 12th Street, Devonshire House at 28 East 10th Street, 182 West 82nd Street, 47 East 91st Street, 151 East 78th Street, 456 West 19th Street, 508 West 24th Street, Skylofts at 145 Hudson Street, One Vandam and 211 Elizabeth Street.

Managing Agent

The Managing Agent for the Condominium will be B&D Property Management d/b/a Dermer Management, having an address at 10 East 40th Street, Suite 1310, New York, New York 10016. Dermer Management was founded in 1992 to manage residential condominium, cooperative and rental buildings in New York City. Dermer currently manages 26 properties including 900 Park Avenue, 66 Crosby Street/514 Broadway, 476 Broadway, 140 Grand Street and 591 Lexington Avenue.

Construction Professionals

Marren Newman Architects, having an address at 177 Duane Street, New York, New York 10013, is the architect engaged by Sponsor to construct the project. Marren Newman Architects is led by principal Peter Marren, who has over 30 years of experience as an architect for a wide variety of building types including renovations, major alterations, historic preservation and new construction. Mr. Marren graduated from the University of California at Berkeley.

Ambrosino, DePinto & Schmieder Engineers, 275 Seventh Avenue, New York, New York 10001, is the mechanical and electrical engineer for the Building and has prepared the plumbing, mechanical and electrical report for the building included in the Description of Property and Building Condition and the estimates of utilities consumption used in the preparation of Schedule B.

Nash Associates LLC, having an address at 344 Grove Street, Suite 188, Jersey City, New Jersey 07032 is the Structural Engineer for the renovation work at the Property.

Castrillon Barker & Associates, having an address at 190 Main Street, Suite 402, Hackensack, New Jersey 07601, is the elevator consultant.

Condominium Budget Expert

Sponsor has engaged Penmark Realty Corp., having an address at 5 East 86th Street, New York, New York 10028 as Sponsor's Budget Expert. The Budget Expert estimated all amounts of income and expenses in "Schedule B - First Year's Budget" 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 Common Charges payable by Commercial Unit Owner, each of which may be found in Part II of the Plan.

Title Company

Royal Abstract of New York LLC, having an office at 500 Fifth Avenue, New York, New York 10110, tel. (212) 376-0900, has reviewed the Plan and the Condominium Documents and has committed to insure that a valid condominium will be created pursuant to the Condominium Act. The Title

Company is prepared to issue fee and/or mortgage title insurance policies to those Purchasers who request them. A form of Unit Owner's Specimen Title Policy, if title insurance is ordered through Royal Abstract of New York LLC is set forth in Part II of the Plan.

Related Parties

Sponsor and its principals have no affiliation with the Attorneys, the Selling Agent, the Budget Expert, the Construction Professionals, or any person or firm who will provide services to the Condominium subsequent to the First Closing other than the Managing Agent. Neither the Selling Agent, the Budget Expert, the Construction Professionals or the Attorneys have any financial interest in the Property, the Units, the Condominium, or this offering, except for their fees for services rendered.

SPONSOR'S PROFIT

Sponsor expects to realize a profit upon the sub-division of Lot 1202 into 23 Loft Units and the resulting sale of the Loft Units pursuant to the terms of the Plan.

REPORTS TO UNIT OWNERS

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

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

2. Not less than 10 nor more than 30 days' prior notice of the annual Unit Owners' meeting; and

3. A copy of the proposed annual budget of the Condominium at least 30 days prior to the date set for adoption thereof by the Condominium Board.

The Condominium Board shall report to the Unit Owners on a semi-annual basis with respect to all deposits into and withdrawals from the reserve fund mandated by Section 26-703 of Local Law 70, which amends Chapter 51 of the Administrative Code of the City of New York.

DOCUMENTS ON FILE

Pursuant to the provisions of Section 352-e of the New York General Business Law, copies of the Plan and all exhibits or documents referred to herein shall be available for inspection by prospective Purchasers, and by any person who shall have purchased a Unit offered by the Plan or shall have participated in the offering of such Unit, at Sponsor's office and shall remain available for such inspection for a period of 6 years. 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 advance of or concurrently with the First Closing. The recording of all deeds conveying individual Units will also be 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 form of Declaration, form of By-Laws, form of Purchase Agreement, form of Unit Deed, form of Power of Attorney and other documents. Statements made in Part I of the Plan as to the provisions of such documents or any other document referred to herein, copies of which are on file with Sponsor, are not necessarily complete. Each such statement is qualified in all respects by the contents of such documents and, in the case of any such document executed by or with the written consent of a Purchaser pursuant to the Plan, any rider or separate agreement changing or adding provisions to such document.

There are no lawsuits or other legal proceedings now pending, or any judgments outstanding, which could materially and adversely affect this offering, the Purchasers of Units, the Property, the Condominium or the operation thereof, which are not covered by insurance.

No party other than the Purchasers shall have any right or benefit herein or herefrom, including without limitation, the right to insist upon or enforce against Sponsor the performance of all or any of the Sponsor's obligations hereunder and no such third party shall be deemed to have received any benefit as a result of any of the provisions of the Plan.

Sponsor reserves the right, from time to time prior to the First Closing, without obtaining the consent of Purchasers or others, to substantially revise the terms and conditions upon which the Units are to be sold, including changes affecting the rights, obligations and liabilities of Sponsor, the Purchasers and/or prospective Purchasers under the Plan. However, Sponsor may not unilaterally cancel a Purchase Agreement which is in effect, except as therein provided, as in the case of an uncured default, nor unilaterally change the purchase price or payment terms contained in such Purchase Agreement. All substantive or material revisions will be contained in a duly filed amendment to the Plan. If there is a substantial amendment to the Plan that materially 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 and Sponsor may retain Deposits made on account of and used by Sponsor for upgrades, extras or custom work.

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 Units because of such person's sex, sexual orientation, race, creed, color, national origin, marital status, age, disability or any other ground proscribed by Law.

Unless the context otherwise requires, words used in the singular in Part I of the Plan include the plural and vice versa, and a reference herein to any one gender, masculine, feminine or neuter, includes the other two.

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

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

Sponsor has not, prior to the acceptance for filing of this Plan by the Department of Law, entered into any written or oral contracts or agreements for the sale or transfer of any of the Units offered in this Plan, nor has it taken any deposits or advances of funds.

The offering hereunder is exempt from the anti-fraud provisions of the Interstate Land Sales Full Disclosure Act ("ILSA") since fewer than twenty-five lots are being offered. ILSA was amended in 2015 to exempt the sale of condominium units from filing a statement of record and property disclosure statement with the U.S. Consumer Financial Protection Bureau. This disclosure has not been verified or the content thereof approved by the Office of the Attorney General of the State of New York.

RESERVATION OF AIR AND DEVELOPMENT RIGHTS

Sponsor reserves the exclusive right to utilize in any manner and for any purpose whatsoever any and all development rights and/or air rights which may be appurtenant to the Property as of the date of the Original Declaration or which may hereinafter accrue with respect thereto. No income or profit derived by Sponsor in connection with its usage or transfer of such development rights and/or air rights shall accrue to the benefit of the Condominium or any Unit Owner other than Sponsor.

SPONSOR'S STATEMENT OF BUILDING CONDITION

Sponsor adopts the "Description of Property and Building Condition" set forth in Part II of the Plan and represents that it has no knowledge of any material defects or need for major repairs to the Building except as set forth in the Description of Property and Building Condition or as contemplated to be made as described therein. The Description of Property and Building Condition and floor plans which appear in Part II of the Plan, should reflect, substantially, the conditions indicated in the Plans and Specifications filed with the Department of Buildings. It is possible that there are inconsistencies between the Description of Property and Building Condition and the floor plans appearing in Part II of the Plan and the Plans and Specifications, and in such event, such inconsistencies will be resolved in favor of the Description of Property and Building Condition and floor plans appearing in Part II of the Plan.

The Building is located in the SoHo-Cast Iron Historic District. No interior or exterior work may be performed on the Building without obtaining the approval of the Landmarks Preservation Commission of the City of New York. No interior work may be performed in the Building without obtaining the approval of the Landmarks Preservation Commission if such interior work requires the approval of the Department of Buildings. Prospective Purchasers should note that an effect of this may be that repairs to the interior or exterior of the Building may be more expensive and may take longer than if the Building were located elsewhere, and there may be limitations in the style and material of windows to be replaced in any Unit.

Included in Part II of the Plan is the Asbestos Report for the Building.

Also included in Part II of the Plan is a letter from Airtek Environmental Corp., dated November 13, 2014, a letter from Verizon Wireless dated November 7, 2014 and a letter from Sitesafe, Inc., dated October 14, 2014. The letters address the potential for radio frequency exposure from cellular equipment at the Building. As indicated in the letter from Verizon Wireless, the Building is compliant with Federal Communications Commission ("FCC") guidelines. The letter from Sitesafe, Inc., further indicates that while two "small rooftop areas" at the Building exceed FCC Maximum Permissible Limits, these areas are inaccessible to the public, and, therefore the Building is in compliance with applicable FCC rules and regulations.

Section 12-10 of the Zoning Resolution of the City of New York requires that any Loft Units with JLWQA use status be used as joint living-work quarters for artists. Joint living-work quarters for artists may be occupied by an artist and his or her family maintaining a common household, with lawful cooking space and sanitary facilities conforming to the requirements of the housing maintenance code, and including adequate work space for the artist or the artists residing therein. An "artist" is a person so certified by the New York City Department of Cultural Affairs ("Department of Cultural Affairs") and generally includes individuals who are regularly engaged in the fine arts (such as painting or sculpture) or in the performing or creative arts (such as choreography and film making or musical composition) on a professional basis ("Certified Artist") and can document to the Department of Cultural Affairs that their need for sizeable space is a fundamental requirement for the practice of their profession. Sponsor makes no representation as to whether any Loft Unit with JLWQA use status will be owned or occupied by a Certified Artist, or as to whether a Purchaser or a member of Purchaser's household is or will qualify as a Certified Artist. A possible consequence of a Loft Unit not being owned or occupied in accordance with Section 12-10 of the Zoning Resolution of the City of New York would be the issuance of a violation by the Department of Buildings of the City of New York against the Building, or against the Loft Unit with JLWQA use status which is not occupied by a Certified Artist. The Department of Buildings may revoke the final certificate of occupancy for the Building in the event the violation is not cured. Such a violation issued against the Building, or the revocation of the final certificate of occupancy may affect all Unit Owners in the Condominium. For example, it may be difficult for purchasers to obtain financing for both initial sales and re-sales of Units.

Sponsor is renovating the Units which are not occupied. Please see the Description of Property and Building Condition contained in Part II of the Plan. As the contemplated renovations to the Units which are not occupied are limited to the interior of a Unit, the renovations are not expected to impact residents of the Building. As also indicated in the Description of Property and Building Condition, Sponsor will also be renovating certain common areas of the Building. Workers will be supervised, and attention will be given to limiting any possible disruption in services to residents of the Building. Any resulting debris will be removed from the Building by Sponsor. There will be limited interruption of services including water and electricity related to the construction and advance notice will be given to all occupants as these situations arise. Any work relating to these renovations will be conducted in the applicable Unit on weekdays (not including legal holidays) and between the hours of 8:30 a.m. and 4:30 p.m. Sponsor does not presently anticipate any other work involving construction. The Description of Property and Building Condition, however, details work which Sponsor has agreed to make to the Property. In accordance with the terms and provisions of Section 28-104.8.4 of the New York City Building Code, a copy of which is included in Part II of the Plan, a Tenant Protection is included in Part II of the Plan.

PART II

CONDOMINIUM OFFERING PLAN

CONDOMINIUM OFFERING PLAN
57-63 GREENE STREET CONDOMINIUM
57-63 GREENE STREET
NEW YORK, NEW YORK 10012

DESCRIPTION OF PROPERTY AND BUILDING CONDITION

57 - 63 GREENE STREET CONDOMINIUM
(a/k/a 57 - 63 GREENE STREET)
New York, New York 10012

Description of Property and Building Condition

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57 - 63 GREENE STREET CONDOMINIUM
(a/k/a 57 – 63 GREENE STREET)
New York, New York 10012

(a) Location and use of Property

(1) Address: 57 - 63 Greene Street, New York, New York 10012

(2) Block and lot number: Block #486, Lots 1201, 1202

(3) Zoning: M1-5A Zoning District as shown on Map 12-A of the Zoning Resolution of the City of New York.

On May 1, 2008, the Landmarks Preservation Commission ("LPC") issued a report (MOU 08-9484; LPC 07-5655), as subsequently amended in 2009 regarding unit 402, to the City Planning Commission ("CPC") in support of an application for a special permit C 090100 ZSM (the "2009 Special Permit") pursuant to Section 74-711 of the Zoning Resolution ("ZR") for a modification of use and bulk at the Building. Such Special Permit allowed for the conversion of 15 units on floors 2 through 6 in the Building to Joint Living Work Quarters for Artists ("JLWQA") and the conversion of the first and cellar floors to Use Group 6 retail use.

In its report to the CPC, the LPC found that the Sponsor agreed to undertake certain restorative façade work and improvements, described in the Certificate of No Effect 08-9483 LPC 07-6480 (the "CNE"), to bring the Building up to a sound, first-class condition. The LPC also found that the Sponsor had agreed to establish and maintain a program for continued maintenance at the Building, as evidenced by a restrictive declaration (the "Restrictive Declaration") that was recorded against the Building on March 19, 2010.

The Sponsor underwent a Uniform Land Use Review procedure ("ULURP") and the application for the Special Permit under the ULURP was approved by the CPC on February 10, 2010 (Cal. No. 4). The City Council did not assume jurisdiction of the application, therefore, approval of the CPC was final and became effective on March 4, 2010.

On June 14, 2012, the CNE was renewed by LPC to allow for the completion of the work described in the CNE.

On March 31, 2014, the CPC, pursuant to CPC Application No. N 140253 under Section 11-43 of the ZR, after reviewing the Application determined that the facts upon which the Special Permit, C090100 ZSM, was granted have not substantially changed and granted the first 3-year renewal of the Special Permit terminating on March 4, 2017.

There are currently 23 units in the Building. 8 of the units are occupied and the remaining 15 units are vacant.

Sponsor has filed an application for a special permit (the "New Special Permit") to allow a change of use from JLWQA, previously granted ty the 2009 Special Permit, to Use Group 2 residential use in the 15 currently unoccupied units on floors 2 through 6. CPC staff has determined that for technical reasons, an amendment of the 2009 Special Permit cannot be filed and that the conversion to residential use requires a New Special Permit. Under the application for the New Special Permit, it is proposed that 15 previously approved JLWQA units be converted to Use Group 2 residential use, and the remaining 8 units of the total 23 units in the Building will remain as JLWQA. As of the date of the acceptance for filing of this Plan, a hearing on the application has not been scheduled. Furthermore, Sponsor may hereafter determine, in its sole discretion, not to proceed with, and withdraw the application for the New Special Permit. Accordingly, Purchasers should note that there is no guarantee that Sponsor will continue to prosecute the application. If Sponsor does continue to prosecute the application, there is no guarantee that the Sponsor will be able to obtain from CPC the "New Special Permit" granting Use Group 2 residential use to the vacant units. In the event that the New Special Permit is not granted or if, in its sole discretion, Sponsor withdraws the application for the New Special Permit, the Units would therefore effectively be offered under their current zoning and status as JLWQA units. The designation requires that there be at least one artist certified by the New York City Department of Cultural Affairs living in each Unit.

LPC has indicated that the New Special Permit described above is within the scope of the extensive restoration work already undertaken at the Building and no further work will be required

Accordingly, the proposed use is for Retail Commercial (Use Group-6) at the Ground Floor and Part of the Cellar, and Joint Living Work Quarters for Artists (Use Group 17), for the 8 existing Loft Units (2B, 2C, 2D, 3B, 3C, 4B, 4C, 4E) and Use Group-2, Residential, for the 15 remaining units on the 2nd – 6th floors.

Irrespective of whether Sponsor is granted a New Special Permit to allow change of use from JLWQA to Use Group 6 Residential Use in the 15 unoccupied units on floors 2 through 6, the property will comply with all Zoning and Use Requirements at closing.

(b) Status of Construction

(1) Year built: c. 1876

(2) Class of construction Non-fireproof Class 3

NYC Building Code 1938, C26-241.0; Table 3-4 1968 NYC Building Code
NY State Multiple Dwelling Law, Article 7-B
Joint Living-Work Quarters for Artists

Exterior Bearing Walls:	3 hr
Shafts & Stairwells	2 hr
Separations between Floors	1 hr

(3) Certificate of Occupancy: Current # 105903.

Cellar:	U.G. # 17, Storage, Boiler room, Printing Est.
1st Fl:	U.G. # 17, assembly, distribution warehouse & access sales, Wholesale Est. & Access Office.
2 & 3 Fl:	U.G. # 17D, JLWQA
4th Fl:	U.G. # 17D, 6, 9 JLWQA, Offices, Artist Studio
5th Fl:	U.G. # 6,9, Offices, Artist Studio
6th Fl:	U.G. # 6. Offices

(i). New C of O will be as follows, under the 2009 Special Permit

Cellar:	U.G. # 6, Storage, Boiler room, Supt. Office, Retail
1st Fl:	U.G. # 6, Retail,
2nd – 6th Fl:	U.G. # 17D, JLWQA
Roof	Including Recreation Area (accessory use), and Private Terraces

(ii). New C of O will be as follows, under the New Special Permit

Cellar:	U.G. # 6, Storage, Boiler room, Supt. Office, Retail
1st Fl:	U.G. # 6, Retail
2nd – 6th Fl:	U.G. # 17D, JLWQA, and U.G. #2.
Roof	Recreation Area for JLWQA and U.G. #2 (accessory use) and Private Terraces

(4) Alteration work was filed at the NYC Department of Buildings under an Alteration Type 1. The work consists of the following: to convert existing mixed-use building (commercial and Joint Living Work Quarters for Artists) into all Joint Living Work quarters for artists ("Loft Units") from the second to the sixth floors and Commercial Retail ("Commercial Unit") on the first floor and a portion of the cellar. Perform interior demolition and new partition work to create Loft Units and Commercial Unit. Obtain a new Certificate of Occupancy. Anticipated Substantial completion of Construction: October 2015.

Alteration Type I:	General Construction	Permit # 121120768 (8/21/2013)
Alteration Type II:	Sprinkler	Permit # 121617893 (2/20/2014)
Alteration Type II:	Fire Alarm	Permit # 121821261 (5/20/2015)
Alteration Type II:	Structural/Stair	Permit # 121131104 (8/16/2012)

The architectural plans have been approved by the NYC Department of Buildings. See also section (u) below.

(5) Where materials, appliances, equipment, fixtures and other construction and design details are specified in this report, Sponsor has reserved the right to substitute in their place similar materials, appliances, equipment and/or fixtures of substantially equal or better quality.

(c) Site

(1) Size: approx. 100′ x 100′ or 10,000 sq ft.

(2) Number of Buildings & Use: One (1) Building currently used as offices and Joint Living Quarters for Artists on floors 2 through 6. Ground floor is currently occupied by Commercial Tenants

(3) Street/Sidewalk

(i) The street has existing cobblestone paving. The sidewalk is constructed in all new materials that were installed as part of a recent sidewalk reconstruction project consisting of granite slabs over poured concrete, new painted steel diamond-plate over poured concrete, and sidewalk vault lights integrated in poured concrete. Sidewalks providing access to the building shall be free of tripping hazards & ponding. The Condominium shall be responsible for maintaining the sidewalks per the requirements of the NYC DOT. Sidewalks shall be sloped so as to drain water away from the foundation of the building. Existing sidewalks and Entry to Main (North) Lobby are ADA compliant.

(ii) There are existing granite curbs in new condition that will remain.

(iii) Existing catch basins at street intersections capture storm water and divert it to the City storm water disposal system located in the street.

(iv) Street lighting is existing and maintained by the New York City Department of Transportation

(4) Sidewalk Vault

(i) There is a vault under the Greene Street sidewalk that extends the full width of the building and out to the curb line. The sidewalk and support framing was completely removed and reconstructed with the work being completed in 2012. The dimensions are approximately 100′ – 0 wide x 13′ – 0 deep. Sponsor indicates there is no requirement to obtain Right-of-Egress from an adjacent neighbor. The maintenance of the vault will be the responsibility of the Condominium Association.

(ii) The sidewalk vault is constructed with the original rubble stone foundation walls along the street and the north and south ends. At the west side of the vault, the piers and cast iron columns of the front façade of the building extend down into the vault. There is also a brick bearing wall running in the north-south direction down the middle of the full length of the vault. The foundation walls, piers and cast iron columns are all in good condition. No structural repair or reinforcement is required.

(iii) Under the sidewalk is a series of steel beams were installed in 2012 that bear on the perimeter masonry walls. These beams along with the perimeter walls support a reinforced concrete structural slab that was also installed in 2012. A waterproofing membrane is installed on top of the structural slab. And the exposed sidewalk finish surface is composed of stone slabs and steel diamond plate on a cement setting bed on the waterproofing membrane. The sidewalk and its supporting structure was reconstructed in 2012. It is in good condition and no structural repair or reinforcement is required.

(d) Utilities

Water supply and combined sewer servicing the building will be provided by the City of New York. Water and gas service will be master metered. Gas and electric service will be provided by Consolidated Edison. Electric service will be separately metered. Telephone, cable and high-speed internet service will be provided by separate service providers. The renovated Loft Units will be pre-wired for these services but it will be the Unit Owners obligation to purchase telephones and arrange for telephone, cable and internet service for the renovated Loft Units. Telephone, high-speed internet connectivity and cable television will be billed individually by the service provider.

See also below: (j) Plumbing & drainage; (j) (1) Water Supply; (k) Heating; (l) Gas Supply, (p) Intercommunication

(e) Sub-soil conditions

(1) The Foundations are constructed with concrete spread footings bearing on natural soil. Cracks in the street façade may indicate that there has been some small foundation settlement in the past. There is no indication, however, of recent foundation movement or changes in the façade cracks. As such, it appears that the condition has stabilized. The existing foundation walls, interior bearing walls and columns are all in good structural condition and no structural repair or reinforcement is required.

(2) FEMA: Approximately 50% of the Building is located in Shaded Zone "X" which is defined as areas of 0.2% annual change flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance of flood. Flood insurance is not required for properties in Zone X.

(3) There is no visible evidence of moisture or seepage or ground water infiltration. There is no visible evidence of water penetration in the Cellar.

(4) There is no visible evidence of dampness or mold in the Cellar.

(5) There is no visible evidence of subterranean insect activity in the Cellar

(6) The site is bounded by paved streets and adjacent buildings.

(f) *Landscaping and enclosures:* None/Not Applicable

(g) *Building Size*

(1) Total height: approximately 79 ft. from sidewalk to top of the roof slab fronting on Greene Street. There will be three (3) private stair bulkhead enclosures on the roof which will be part of Loft Units PH-A, PH-B, PH-C respectively, and two (2) egress stair enclosures; approximately 10′ – 6″ from the top of the roof slab. There will be one (1) elevator bulkhead approximately 17′ – 0″ from the top of the roof slab.

(2) Crawl spaces: none

(3) Number of cellars: one

(4) Number of floors: six (above the cellar)

(5) Equipment rooms: Cellar: Boiler Room, Electrical Room, TELCO Closet Refuse Storage Room, Fire Pump Room, Plumbing Rooms (2), Hot Water Heater Room, Elevator Equipment Room

(6) Parapet height: The existing parapets at the roof perimeter are brick masonry. The east (front) parapet is approximately 2 ft high. The north, south and west parapets range from approximately 3 ft high to 1 ft high.

At all parapet areas, new steel or aluminum roof railings, 3′ – 6″ high, will be provided. See also section (h) (7) below

(h) Structural System

(1) Exterior of building:

(i) The perimeter walls are solid load bearing masonry walls constructed with brick and stone masonry. The construction of the Greene Street façade changes at the first floor level to accommodate the wider windows and doors of the retail stores. At the first floor there are a combination of solid brick and stone masonry load bearing piers and cast iron columns. The masonry piers and cast iron columns extend down to the cellar level. No structural deficiencies observed. The front façade was repaired in 2012 and is in good condition. No troublesome conditions were observed and no further investigation by a structural engineer is necessary. The facades of the building are not subject to Local Law 11/98 (not greater than six stories).

(ii) Interior Floor Construction: The cellar floor is a concrete slab on grade. At the 1st through 6th floors, the basic superstructure consists of wood girders that span in the east-west direction over the tops of wood or cast iron columns. Wood joists span in the north-south direction between the wood girders. See below (h) (7) for roof.

In the renovated Lofts and in the Corridors, 10″ of un-faced fiberglass batt insulation (NRC 1.15) has been added, in the existing joist cavities, for sound insulation. The floors have been provided with 2 layers ¾″ plywood subfloor plus 1 layer ¾″ finish floor with 1/8″ (2mm) ECO Silence rubber underlayment.

New steel stud partitions at Corridors and between Living and Sleeping Spaces have been provided with 2″ Mineral Fiber Sound Attenuation Fire Blankets (SAFB) min NRC. 0.95.

(iii) Property is Exempt from complying with New York City Energy Conservation Code. The NYC Landmarks Preservation Commission notes, for purposes of the NYC Conservation Code, NYCECC 101.4.2, the property is a contributing building in the SoHo Cast Iron District, which is listed on the State and National Registers of Historic Places and the LPC designated SoHo Cast Iron Historic District

Insulation at the exposed, non-party walls, has been upgraded and R-15.0 value batt insulation has been added. New Bulkhead roof areas have been provided with R-28 insulation.

(iv) Windows: All of the windows on floors 2 through 6 were replaced in 2009 or later.

The front windows are all wood double hung style windows and were custom manufactured and installed by Continental Custom Windows, Inc. The window includes ¾" clear annealed insulated glass with Low E coating and Argon gas. The front wood windows are no longer covered by a warranty.

The rear windows are TRACO series 9900 aluminum double hung windows installed by Kilroy Metal Products, Inc. These windows include 1" insulated glass consisting of 5/16" clear laminated (.060 clear PVB) exterior lites and 1/8" clear annealed interior lites. The rear windows, including the insulated glass, are no longer covered by a warranty for parts and labor. However the finish is subject to a 10 year warranty.

No windows or window wells are used as a means of egress. As per Approved NYC DOB Drawings, Code requirements for Light & Air have been fulfilled

(v) There are no Lot Line Windows in any of the Renovated Units. There is one Lot Line Window in existing Unit #2D. In the event that the Lot Line Window in Unit 2D must be sealed, the construction to enclose the window shall be performed by the Board of Managers of the Condominium. The cost and expense of such construction shall be the sole responsibility of the Unit Owner of Unit 2D and the cost shall be charged to the Unit Owner of 2D as a Special Assessment. The expense of sealing a Lot Line Window as of the date of acceptance of this Plan is approximately $1,500 per window (See the Section of the Offering Plan entitled "By-Laws" for further details).

(vi) A Loft Unit Owner must notify the Condominium Board in writing when a child or children under the age of eleven (11) years lives or resides (even temporarily) in the applicable Loft Unit. In such event, each Loft Unit Owner shall have installed at the Loft Unit Owner's expense, the required Window Guards in all windows of the Unit and shall not remove them until permitted to by Law, and in any event, without first notifying the Condominium Board of the intended removal of the Window Guards.

(vii) Landmarks Status: 57-63 Greene Street has no specific designation as a landmark however the building is located within the SoHo Cast Iron Historic District of Manhattan, which is a designated Landmark Area

In 2009 the Sponsor began certain restorative work based on the requirements of the Landmarks Preservation Commission described in the Certificate of No Effect 08-9483 to bring the building up to a sound, first-class condition. This work included the following:

Greene Street (East) Façade: Install new windows on floors 2-6 to match original material, configuration, operation, dimension, details and finish. Re-point deteriorated masonry brick and limestone joints with mortar and tooling to match original pointing mortar. Repair limestone to match original with "Dutch Man" patching and restoration mortar. Clean masonry. Replace deteriorated or missing elements of sheet metal cornice and decorative pediments. Replace missing cast iron elements in kind. Repair and paint cast-iron and sheet metal based on historic paint analysis.

Greene Street Ground Floor: Repair and restore wood and glass storefronts and infill to match the historic configuration based on physical and photographic evidence. Paint infill based on historic paint analysis

Sidewalk and Vault: Repair vault structure. Restore granite sidewalk, using salvaged granite where appropriate, and new as required. Repair existing cast iron and glass vault lights at steps. Repair or replace cast iron and glass vault lights at building recesses.

Side (North and South) Facades: Repoint deteriorated masonry joints with mortar and tooling to match original pointing mortar in terms of tooling, detail and material.

Rear (West) Façade: Remove existing wood windows and install new aluminum windows to match original configuration, operation, details and finish in existing window openings. Install new aluminum windows in existing door openings, leaving lintels and sills of original openings in place. Re-point deteriorated masonry joints with mortar and tooling to match original pointing mortar. Repair all stone to match original with "Dutchman" patching and restoration mortar, as appropriate. Clean masonry. Repair and repaint iron shutters and pintles based on historic paint analysis.

Roof: Repairs and restoration as needed.

Pursuant to the Landmarks Law, if the Board or any Unit Owner desires to make any alteration, addition, improvement or repair in or to a Unit (other than ordinary repair and maintenance as defined in section 302 of the Landmarks Law), then such party must first obtain approval from the Landmarks Preservation Commission (the "Commission") of the City of New York. If the proposed alteration, addition, improvement or repair in a Unit is interior, is of sufficient scope to require a building permit from the New York City Department of Buildings and will not affect any exterior architectural feature of the Building, a submission to the Commission to that effect will be necessary and the Commission will issue a "Certificate of No Effect." Such a certificate is a common occurrence and is issued on a ministerial basis.

(2) Parapets & Copings

The northeast and southeast brick masonry parapet walls will remain, will be repaired, and will receive new pre-cast concrete coping stone.

The northwest and the southwest brick masonry parapet walls will remain, will be repaired, and will receive new aluminum cap flashing.

The west (rear) perimeter edge of the roof will be repaired and will receive new aluminum cap flashing

The east (front) parapet wall will receive new aluminum cap flashing to match existing in profile and color.

At all parapet areas, at the entire roof perimeter, new steel or aluminum roof railings, 3′ – 6″ high, will be provided.

(3) Chimneys and caps. Sponsor and CM indicate that all existing, abandoned brick chimneys will be either be removed to the parapet height level and capped, or repaired and waterproofed. One chimney will continue to be used as an existing toilet exhaust and will be provided with a new roof cap.

(4) Balconies and terraces

(i) The Common Rooftop Recreation Area terrace, and private terraces PH-A, PH-B, PH-C, will have architectural pre-cast concrete roof pavers on pedestals. The manufacturer of the pavers and pedestals is specified to be Wausau or no less equal. There will not be any balconies.

(ii) Each of the three PH units will have access to its respective private terrace area. The aluminum and glass exterior wall system is by Kawneer with Tri-Fab, thermally broken VG-451T framing (performance test standard AAMA 505 and AAMA TIR-A8) with 1″ Solar Gray (Solarban 60) Low-e, tempered, insulated glass. Doors to be Kawneer 190 Series with Sealair bulbpolymeric weatherstripping tested to NFRC thermal standards. All exterior metals, including fasteners, shall be corrosion resistant.

Warranty: Sponsor indicates that Terrace Doors shall be free of material defects, in material and workmanship, for a period of two (2) years, commencing 1 October 2015

Sheet Metal Flashing: Sponsor and CM indicate sheet metal flashing conforms to ASTM A167, Type 304, Stainless Steel, 22 GA.

Sealant: Sponsor and CM indicate silicone joint sealer conforming to minimum standards of ASTM C920, Type S, Grade NS, Class 50 by Dow Corning 790 or 79, Spectrem 3, or Sonneborn Sonolastic 150, NP-1

See also Roof & roof structures (7) below, for additional information

(5) Exterior Entrances

The Building has its primary street entrances and the main lobby on Greene Street.

(i) The main entry doors (north and south lobbies) to the Loft Units at 63 Greene Street are a pair of historic existing solid wood-paneled and glass doors. The doors will be refurbished, and weather-stripped, in accordance with NYC Landmarks Preservation requirements. The existing main entrance to Lobby A is ADA usable and approved by NYC DOB. (see also above (iii) Landmark Status.) Sidewalks providing access to the building shall be free of tripping hazards & ponding.

(ii) The three (3) existing entry doors to the Commercial Unit are pairs of solid wood-paneled and glass doors and will remain.

(iii) Exterior steps to the Commercial Unit (57 Street) are painted diamond-plate steel with glass vault lights. See also (c) (3) (4) above.

(iv) Mailboxes at the North Lobby will be aluminum front-loading type as approved by the U.S. Post Office.

(v) There are no exterior mounted lighting fixtures on the building; adequate lighting at entry is provided from ambient interior lobby lighting and NYC Street Lights.

(vi) Drainage is by existing catch basins at street intersections that capture storm water and divert it to the City storm water disposal system located in the street. (see also (c) Site (3) iii above

(6) Service Entrances: None/Not Applicable

(7) Roof and roof structures

(i) The framing for the roof is different than the floors below. At the roof there are lines of wood girders spanning in the east-west direction on top of the wood columns as the floors below. But at the roof the wood girders support a series of steel beams that span in the north-south direction. The lines of steel beams are spaced approximately 5′-5″ apart. Brick arches span in the east-west direction between the steel beams. There is a layer of cement fill on

top of the brick arches and the waterproofing membrane system will be on top of the cement fill. All the roof framing is sloped to accommodate the flow of rain water to 2 roof drains.

Originally the roof was not designed to accommodate any use. But the building is being modified so the roof can be used as a recreation area for the authorized Loft Unit occupants. This requires that the live load capacity of the roof to be increased to 100 pounds per square foot and new finish materials will be added. The roof framing is being reinforced to accommodate the new live and dead loads.

The roof reinforcing consists of reinforcing of the existing wood columns with new round steel plate covers. New steel beams were installed under the wood girders to add strength. A new 4" light weight concrete topping was added to the top of the roof and steel shear studs were welded to the top of the original steel roof beams to make them act compositely with the new light weight concrete topping.

(ii) Roofing

(a) The entire roofing system, installed over the existing brick arch structural roof and new concrete topping slab, will be new and will consist of a new heat welded granular cap sheet with a new liquid applied roofing membrane system (Kemperol by Kemper Systems)

(b) A new drainage mat will be provided over the new membrane and the roof will then be insulated with 2" X-EPS extruded rigid insulation at the exterior with an additional R Value 10.0. A textured filter fabric will be provided before the paver system is installed.

(c) The surface finish of the entire roof in the area will be pre-cast concrete pavers on adjustable pedestal supports.

(d) Warranty: Sponsor indicates the Kemperol System roofing will have a twenty-year Premier No Dollar Limit Limited Warranty for Workmanship and Materials against leaks and seepages, commencing 1 October 2015

(iii) Drains

The Building will be drained by utilizing the existing roof drain locations. New drain bodies and new internal roof leaders will be provided.

(iv) Skylights: There are no skylights.

(v) For Rooftop Mounted Mechanical Equipment: All rooftop equipment shall be provided with neoprene pads for vibration isolation. Gas-fired make-up air unit will be provided with spring type vibration isolating roof curb. All dunnage shall be hot-dip Galvanized Steel (see also M. 9. below)

(vi) Bulkheads

(a) Egress Stairs: There are two egress stair bulkheads. The north stair bulkhead is constructed in concrete masonry units and the south stair is constructed with steel stud framing and concrete masonry units. The exterior will be finished in ribbed aluminum wall panel cladding.

(b) Private Stairs: There will be three new private, individual convenience stair bulkheads, one each for Loft Units PH-A, PH-B, PHC. These new roof openings have been framed with new steel beams. The primary structure of the new penthouse bulkheads consists of structural steel beams and posts. The exterior walls shall consist of: clear finish aluminum framing and door (by Kawneer) with insulated vision glass (low-e, Solar Gray glazing), translucent, insulated day lighting wall panels (by Kalwall), and ribbed aluminum wall panel cladding.

See also above (h) (4) (ii) Balconies & Terraces, and below (h) (10) Interior Stairs

(c) Elevator: The existing brick masonry elevator bulkhead will be extended to accommodate the elevator modernization work and rebuilt utilizing new light weight concrete masonry units. Partial existing brick masonry will be retained and the remaining exterior will be finished in ribbed aluminum wall panel cladding. The elevator will provide for ADA accessibility to the Roof.

(vii) Metal work at roof level:

(a) There are no exterior stairs.

(b) There will be new, steel, vertical ladders from the roof to the north egress stair roof and from the north egress stair roof to the elevator bulkhead roof.

(c) Railings

New painted steel and aluminum roof railings will be provided at the entire perimeter of the roof with a height of 3′ – 6″

East, Northeast, and Southeast roof railings will be constructed with steel posts and steel grid infill.

West, Northwest, and Southwest South roof railings will be constructed with steel posts and aluminum louver infill.

(d) All exterior metals, including fasteners shall be corrosion resistant. All steel material is galvanized to ASTM 123. Fasteners are stainless steel 18-8. All aluminum is powder polyester painted.

(e) Hatches: None

(f) Other: Roof Fencing

Fencing will be 7′ – 0″ high at the perimeter of the mechanical equipment area and also enclosing private terrace areas at PH-A, PH-B and PH-C and will be constructed with steel posts and aluminum louver infill and gates. All steel is galvanized and aluminum is power coated (See d. above)

(viii) Rooftop facilities: Common Rooftop Recreation Area will be provided consisting of 3,950 sq. ft. per requirements set forth in NYC Zoning Resolution 42-14.D (1) (e) as approved by the NYC Department of Buildings and the NY City Planning Commission.

(ix) A portion of the roof area is currently leased to Verizon Wireless and has been designated as a Commercial Limited Common Element. Verizon Wireless has placed antennae and other

equipment in various locations on the roof around the perimeter. Sponsor indicated Verizon Wireless has been notified as to the Sponsors plans for the roof.

Verizon Wireless has caused SiteSafe, an independent radio frequency consulting firm, to prepare a radio frequency (RF) compliance evaluation for the Site. Verizon Wireless has provided correspondence (7 Nov 2014) attached to which is a letter from SiteSafe (14 Oct 2014) summarizing the findings in their RF Safety Report.

In addition, Sponsor retained Airtek Environmental Corp. to conduct an inspection of the Site and the cellular installation and review the documentation provided by Verizon Wireless. Their findings are contained in Airtek letter of 13 Nov 2014.

The above referenced Verizon Wireless, SiteSafe, and Airtek documents are included in the Offering Plan.

(8) Fire escapes: None/Not Applicable

(9) Yard and courts: None/Not Applicable There are no Yards or Courts; Building occupies the entire lot footprint.

(10) Interior Stairs

(i) There are two existing Egress Stairs (ES) for general and fire egress use in the Building. ES (A) North; ES (B) South

There are three Private Convenience Stairs (PCS) for use from PH-A, PH-B and PH-C to the respective individual private roof terrace area.

(ii) Enclosure

ES (A) Existing Masonry, painted (2 hour fire rated)
ES (B) Existing Masonry and Gyp Board & Metal Studs (2 hour rated)
PCS None (interior of private Loft Unit)

(iii) Stair Construction

ES (A) Existing Steel & Concrete
ES (B) Existing Wood, painted (2nd to 6th floors)
New at Cellar to Ground Floor: Steel & Concrete
New at 6th Floor to Roof: Steel & Concrete
PCS Steel, painted & natural, clear finish oak

(iv) Stringers

ES (A) Existing Steel

ES (B) Existing Wood, painted (2nd to 6th floors)

New at Cellar to Ground Floor: Steel

New at 6th Floor to Roof: Steel

PCS Steel, painted

(v) Treads

ES (A) Existing Concrete (steel pan)

ES (B) Existing Wood, painted (2nd to 6th floors)

New at Cellar to Ground Floor: Concrete (steel pan)

New at 6th Floor to Roof: Concrete (steel pan)

PCS Solid Oak, clear finish

(vi) Risers

ES (A) Existing Steel

ES (B) Existing Wood, painted (2nd to 6th floors)

New at Cellar to Ground Floor: Steel

New at 6th Floor to Roof: Steel

PCS None (Open Riser)

(vii) Guard Rail

ES (A) Existing Steel Pipe

ES (B) New Steel Pipe at Existing (2nd to 6th floors) and

New Steel Pipe at New Cellar to Ground & 6th to Roof

PCS New Steel Bar and Stainless steel cable with wood trim

(viii) Balustrade

ES (A) None/Not Applicable

ES (B) Existing Wood, painted (2nd to 6th floors)

None/Not Applicable at new sections

(Cellar to Ground & 6th to Roof)

PCS New Steel Bar and Stainless steel cable with wood trim

(11) Interior doors and frames

(i) At all Renovated Loft Units, Unit entrance doors and frames will be new hollow metal, non-combustible with 1 ½ hr rated fire proof self-closing doors.

(ii) At Existing Loft Unit #'s: 2B, 2C, 4B & 4E, Unit entrance doors and frames will be new hollow metal, non-combustible with 1 ½ hr rated fire proof self-closing doors

(iii) At Existing Loft Unit #'s: 2D, 3B, 3C & 4C, Sponsor indicates the Existing hollow metal steel frame and fire proof self-closing doors will remain.

(iv) All doors within Renovated Loft Units will be fabricated of solid wood core with wood frames. '

(v) Egress stair doors and frames will be hollow metal, steel, non-combustible with 1 ½ hour rated fireproof self-closing doors.

(12) Elevators: Equipment

(i) Number of elevators: There is one newly modernized passenger elevator; no service elevator. The passenger elevator has the following dimensions: 36" clear door opening; the cab interior is 62" (deep) x 72" (wide).

(ii) Manufactured by Mongrain Vertical Transport, 2015; capacity: 2500 pounds, 16 passengers.

(iii) Automatic passenger elevator, in service, 24 hours, 7 days a week

(iv) Automatic push buttons controls; with floor lock-out key switches at each floor.

(v) Floors served: Cellar, Ground, Second, Third, Fourth, Fifth, Sixth and Roof

(vi) Type: Counterweighted roped hydraulic.

(vii) Doors: two speed side sliding, automatic.

(viii) Location of machine room: Cellar

(ix) New AC pump motor and microprocessor controls and reduced-current motor starter.

Service Contract: Sponsor has advised that the Elevator will have Maintenance Service Contract beginning 15 October 2015. The contract will be a full maintenance service contract, term 3 years, with emergency call back service 24/7 and scheduled service procedures.

(13) Elevator Cab

(i) Kind: existing; cab interior dimensions are 62" (deep) x 73" (wide).

(ii) Floor materials: New carpet

(iii) Walls: New metal and glass panels.

(iv Ceiling: New metal drop panel

(v) Lighting: New indirect LED cove lighting and LED recessed down light.

(vi) Alarm: local alarm with telephone handset connected to central station

(i) Auxiliary facilities

(1) Laundry rooms: None/Not Applicable

The building will not have a laundry room. The 15 renovated Loft Units will be provided with a washer and dryer. Dryers will be ventless. Sponsor has indicated, to the best knowledge of the Sponsor, some of the Existing Loft Units include hook-ups for Washers and Dryers. Sponsor makes no representation as to the condition of any Washers or Dryers in the existing Loft Units.

(2) Refuse disposal

Refuse will be picked-up, at the Trash Room located on each floor (2 – 6th), by the Building Superintendent, on daily weekday basis. Refuse will be held in Refuse Storage Room located in Cellar and left outside by the Building Superintendent for scheduled NYC Department of Sanitation pick-up. All trash rooms are adequately ventilated by a general exhaust system and are protected by a sprinkler system.

(3) Storage Bins: Cellar

There are four (4) Storage Bins in the Cellar. Sponsor will be offering, for sale, the right to use a Storage Bin. Two of the Storage Bins are currently subject to existing rental agreements. Storage Bins are protected by a sprinkler system

(j) *Plumbing and drainage*

(1) Water supply:

There is no observed water leak or dripping.

A 6" fire service with 3" domestic tap is provided from the New York City water main in Greene Street. Incoming domestic water service located in Cellar Plumbing Room No. 1 is provided with main shut-off valve, water meter and lead free double check valve backflow preventer and feeds a duplex variable speed booster system manufactured by Peerless type C end suction model C810G having a rated capacity of 85 GPM each and with 165' TDH or approved equal, providing a minimum pressure at the uppermost floor of 35 psi. Water distribution in the building will be up-feed. Branch pressure reducing valves will be provided where pressures exceed 85 psi. Hot water will be produced by duplex gas hot water heaters in the Cellar and will up-feed parallel with cold water to all Renovated Loft Units and Common Areas. Each heater is constructed of nickel plated steel with insulated jacket, and is sized for 50% of the total load. Capacity of each heater is 300 gallons, 600 gallons per hour at 100 degree rise. PVI Model 750L 300A-TP or approved equal. Hot water temperature is maintained with hot water duplex circulators pump, model B&G PD37 or approved equal and piping. Above ground domestic cold water piping 3" and smaller and all hot water piping specifications are to be seamless drawn or extruded copper tubing type "L" hard temper ASTM B-88. Fittings are to be wrought copper or cast bronze, brazing type. Joints shall be made with a brazing alloy (95/5) consisting of copper, silver and phosphorus or Victaulic type. All cold, hot and hot water return piping shall be insulated throughout with Fiberglass pipe insulation. See table below for the size of insulation.

Insulation sizing (All service Jacket-ASJ)

Piping	less than 1"	1 1/4"< X < 2"	2 1/2" and larger
Cold water	1/2"	3/4"	1"
Hot water	3/4"	1"	1"
Hot water return	1"	1"	1"

Existing, individual, electric hot water heaters will remain in each of the 8 Existing Loft Units. Sponsor makes no representation as to the condition of the existing hot water heaters.

Warranty

Hot Water Heaters: Sponsor indicates, the Hot Water Heaters will have a warranty against defects for material and workmanship related to any component part for a period of the first year of service, commencing 1 October 2015.

Fire Pump: Sponsor indicates, the Fire Pump warranty specifies that for a period of 5 years, commencing 1 October 2015, the pumps will be free from defects in material and workmanship. The warranty excepts membranes, seals, gaskets, elastomer materials, coatings and other "wear parts" or consumables all of which are not warranted.

Water Booster: Sponsor indicates, the Water Booster system is covered by a manufacturer's warranty against any defects in material and workmanship for a period of 12 months, commencing 1 October 2015.

Water Pump: Sponsor indicates, the Water Pump warranty warrants the owner against defects due to manufacture, assembly or material for a period of one (1) year, under normal handling, operation and service, commencing 1 October 2015. An extended warranty of five (5) years shall be provided covering all parts.

Electric Fire Pump: Sponsor indicates, the Electric Fire Pump warranty warrants the pump free from failure due to defects in workmanship and material for a period of one (1) year commencing 1 October 2015.

(2) Fire protection system:

(i) Combined Sprinkler/Standpipe

A six-inch steel combined riser is located in the fire stair with a valve outlet on each floor. Supply is from a 750 GPM fire pump taking suction from the 6" fire service.

(ii) Hose racks, hoses and nozzles, mounted in a locked fire hose cabinet will be located on the first floor level in the Lobby.

(iii) Sprinklers

The building is fully sprinklered by a hydraulically calculated wet pipe type system designed for light hazard occupancy, including the cellar and all residential areas. The Loft Unit sprinklers are supplied from connections to the 6" combined riser noted above. All floors are provided with a floor control assembly including valve with tamper switch, water flow sensor, drain and test connection. Sprinklers are residential frangible glass type, except in storage areas.

(iv) Siamese connections

The building will have one 3" x 3" x 5" Siamese connection located on Greene Street, as required by the New York City Building Code.

(3) Water storage tank: None/Not Applicable

(4) Water pressure and how maintained: See item (1) above.

(5) Sanitary sewage system.

(i) Sewage piping

Compression joint cast iron piping shall be provided for underground piping. Above ground piping shall be hubless cast iron.

(ii) Sewage pumps

A duplex cutter type sewage ejector, manufactured by Flygt model FP3085-491 or approved equal, having a minimum rated capacity of 20 GPM will service the sanitary fixtures and floor drains that are below the house sewer level.

A simplex submersible sump pump manufactured by Stancor Avenger series, model SE-40A or approved equal, having a minimum rated max capacity of 64 GPM and 22' FDH will service the floor drains that are below the house sewer level.

(iii) Sewage disposal

House sewer discharges into sanitary house trap connected to the New York City sewer system.

(6) Permit required.

(i) Fire service connection.

(ii) Backflow prevention devices.

(iii) Sewer.

(7) Storm drainage system

(i) Roof drains

Roof drains will be connected to no-hub cast iron piping, which will connect to house trap which discharges into the NYC sewer system.

(ii) Piping

Upper floors (2-6) shall be hubless cast iron piping. Leaders below the 2nd Floor shall be compression joint.

(k) Heating

(1) The entire building is served by a central boiler plant located in the Cellar. The plant provides hot water for perimeter radiation. The plant consists of one (1) gas-fired boiler (Weil-McLain Model LGB-14) and two (2) in-line hot water circulating pumps. The boiler will have a minimum efficiency of 81%. Hot water pumps are provided with a variable speed pumping system for energy conservation. In addition to perimeter radiation, hot water is also distributed to Cellar heating and ventilating unit, miscellaneous cabinet heaters and existing Commercial tenants heating elements. Electric cabinet heaters provide heat to the two stair bulkheads and elevator vestibule on the roof. Each renovated and existing Loft Unit is heated by perimeter hot water radiation. Perimeter radiation is the primary source of heat and is controlled by self-contained thermostatic control valves. The heating system has been designed around the following parameters:

Winter Design Conditions:
Outside: 5° F
Inside: 70° F

(2) Heating systems are New York City Building Code compliant. All loft units will be provided with new baseboard radiators. The 15 renovated Loft Units, and 2 existing Loft Units (2B & 3B) will be provided with new

steel column-type hot water radiators. The remaining Loft Units will be provided with new baseboard type hot water radiators.

Warranty

Cast Iron Boiler: Sponsor indicates, that the Gas Boiler and Heat Exchanger warranty shall cover defects in material and workmanship for a period of one (1) year commencing 1 October 2015. An extended warranty of five (5) years shall be provided for equipment, covering all parts and labor.

Split AC and Heat Pump System: Sponsor indicates, the Split Air-conditioner and Heat-pump systems include a warranty on parts and a warranty on the compressor. The Parts Warranty is for period of one (1) year commencing 1 October 2015. The Compressor Warranty is warranted for a period of seven (7) years commencing 1 October 2015.

(l) Gas Supply

(1) The building had an existing 3" gas service that is adequate to serve the new building loads. Gas service is for gas cooking, domestic water heating, boiler and make-up air heating. The renovated Loft Units will be provided with gas ranges. The existing Loft Units will not be provided with gas service. Existing electric ranges will remain in the existing Loft Units for cooking. Sponsor makes no representation as to the condition of the existing electric ranges.

(2) Meters:
Two meters are provided. One meter is for domestic cooking and the other is for plumbing and HVAC equipment which provides heat and hot water. The existing Loft Units do not share in the domestic hot water heating or in gas for cooking.

(3) Piping
Black iron, schedule 40 with malleable fittings.

(4) Booster
A centrifugal gas booster sized for 150% of the total load is provided to increase the supply pressure to the mechanical equipment. Capacity is 7,600 cfh at 6" wc, similar to Eclipse Model HB341E-1/2-N4 or approved equal.

(m) Air Conditioning

(1) Air conditioning is provided by multiple air-cooled split heat pump systems. The systems have been designed around the following parameters:

Summer Design Conditions:

Outside: 89° F db, 73° F wb

Inside: 75° F db, 50% RH

(2) Each renovated Loft Unit is air-conditioned by an independent air-cooled split heat pumps system consisting of a single rooftop condensing unit and multiple indoor ceiling hung fan coil units. The systems also provide a secondary source of heat to supplement the perimeter heating system. The systems are controlled by space mounted programmable thermostats. The systems are manufactured by Mitsubishi Electric. Model numbers, capacities and locations are as shown in the following schedule.

Loft Unit No	Outdoor Condensing Unit	Indoor Fan Coil Unit	Total Nominal Capacity (Tons)	Efficiency Cooling/Heating
2A	PUMY-P36NHMU	(1) PEFY-P15NMHU-E (1) PEFY-P24NMHU-E	3 Tons	**14.5 SEER/3.26 COP**
2E	PUMY-P36NHMU	(1) PEFY-P18NMHU-E (1) PEFY-P24NMHU-E	3 Tons	**14.5 SEER/3.26 COP**
2F	PUMY-P36NHMU	(1) PEFY-P15NMHU-E (1) PEFY-P24NMHU-E	3 Tons	**14.5 SEER/3.26 COP**
3A	PUMY-P60NHMU	(2) PEFY-P36NMHU-E	5 Tons	**16.5 SEER/3.70 COP**
3D	PUMY-P36NHMU	(1) PEFY-P15NMHU-E (1) PEFY-P18NMHU-E	3 Tons	**14.5 SEER/3.26 COP**
3E	PUMY-P36NHMU	(1) PEFY-P15NMHU-E (1) PEFY-P18NMHU-E	3 Tons	**14.5 SEER/3.26 COP**
4A	PUMY-P36NHMU	(1) PEFY-P15NMHU-E (1) PEFY-P24NMHU-E	3 Tons	**14.5 SEER/3.26 COP**
4D	PUMY-P60NHMU	(1) PEFY-P30NMHU-E (1) PEFY-P36NMHU-E	5 Tons	**16.5 SEER/3.70 COP**
5A	PUMY-P48NHMU	(1) PEFY-P18NMHU-E (1) PEFY-P30NMHU-E	4 Tons	**14.5 SEER/3.14 COP**
5B	PUMY-P48NHMU	(2) PEFY-P24NMHU-E	4 Tons	**14.5 SEER/3.14 COP**
5C	PUMY-P48NHMU	(1) PEFY-P15NMHU-E (1) PEFY-P30NMHU-E	4 Tons	**14.5 SEER/3.14 COP**
5D	PUMY-P48NHMU	(2) PEFY-P24NMHU-E	4 Tons	**14.5 SEER/3.14 COP**
PHA	PUHY-P120TKMU-A	(2) PEFY-P54NMHU-E (1) PKFY-P30NKMU-E	10 Tons	**12.5 EER/3.66 COP**
PHB	PUHY-P72TKMU-A	(2) PEFY-P15NMHU-E (1) PEFY-P24NMHU-E (1) PKFY-P30NKMU-E	6 Tons	**13.00 EER/3.83 COP**
PHC	PUHY-P96TKMU-A	(2) PEFY-P27NMHU-E (1) PKFY-P30NKMU-E	8 Tons	**12.6 EER/3.95 COP**

The Existing Loft Units are not air conditioned. Sponsor indicated that individual existing Loft Units may have installed, portable, window mounted room air conditioners. Sponsor makes no representation as to the condition of existing window mounted air conditioners.

The Exiting Commercial tenants have installed their own air conditioning systems.

(3) Corridors and elevator lobbies on residential Floors 2 through 6 are heated, ventilated and air-conditioned by a single gas-fired make-up air unit with DX cooling coil located on the Roof. Unit shall be Reznor Model RDDC-114-150 or equal (150 MBH Heating / 7.75 Tons Cooling). Unit will have a minimum efficiency of 11.4 EER cooling and 80% heating. The HVAC unit is controlled by a discharge air thermostat, reset by a remote space mounted temperature sensor.

(4) Ground Floor Lobby is heated, ventilated and air-conditioned by a split air-cooled heat pump system consisting of roof mounted condensing unit and indoor ceiling hung fan coil unit, Mitsubishi Electric Model PUZ-A18NHA4/PEA-A18AA4 (1.5 Tons cooling / 12 MBH heating). Unit will have a minimum efficiency of 8.4 EER cooling and 3.61 COP heating. Supplemental heat is provided by a ceiling mounted cabinet heater located in the Cellar below, Vulcan Model RC-1210-12 or equal (1230 CFM / 98.6 MHB Heating). The heat pump system is controlled by a space mounted programmable thermostat. The cabinet heater is controlled by a space mounted programmable thermostat.

(5) Elevator equipment room, electric room and Telco closet, located in the Cellar, are air conditioned and heated by split air-cooled heat pump systems consisting of roof mounted condensing units and console-type fan coil units located within the space. Unit will have a minimum efficiency of 8.0 EER cooling and 2.83 COP heating. The units are controlled by space mounted programmable thermostats.

(6) Superintendant Office is heated, ventilated and air conditioned by an air-cooled split heat pump system consisting of a roof mounted condensing unit and indoor ceiling hung fan coil unit. Unit will have a minimum efficiency of 14.5 SEER cooling and 3.26 COP heating. The unit is controlled by a space mounted programmable thermostat.

(7) Storage Room, with 4 Storage Bins, is air conditioned and heated by an air-cooled split heat pump system consisting of a roof mounted

condensing unit and indoor ceiling hung fan coil unit. Unit will have a minimum efficiency of 14.5 SEER cooling and 3.26 COP heating. The unit is controlled by a space mounted programmable thermostat.

(8) All air conditioning systems are New York City Building Code compliant.

(9) Vibration Control

a. All rooftop equipment shall be provided with vibration control

1. Condensing units will be provided with neoprene pads for vibration isolation

2. Gas-fired make-up air unit will be provided with spring type vibration isolating curb.

(10) All exterior metals and fasteners will be galvanized for corrosion protection.

(11) All rooftop refrigerant piping exposed on roof will be insulated with closed cell insulation

(12) All dunnage shall be hot-dip Galvanized Steel

(n) Ventilation

(1) All renovated Loft Unit bathrooms, powder rooms, kitchens and kitchen range hoods are ventilated by independent central exhaust systems consisting of roof mounted exhaust fan and distribution ductwork. Sponsor indicates that Existing Loft Unit bathrooms all have existing independent ceiling hung toilet exhaust fans connected to either existing exhaust risers or the new toilet exhaust systems. The conditions of these existing exhaust fans are unknown.

(2) All mechanical equipment rooms will be ventilated by a general exhaust system. Make-up air will be provided by a heating & ventilating unit with hot water heating coil.

(3) Typical Trash Rooms and Refuse Storage Room shall be ventilated by an independent exhaust system including roof mounted exhaust fan and distribution ductwork.

(4) All ventilation systems are New York City Building Code compliant. Mechanical ventilation will be provided in accordance with 2008 NYC Mechanical Code Section 403 as follows:

a) Building Superintendent's Office – 20 CFM/person minimum

b) Corridors and Utility Spaces – 0.05 CFM/SF

5. Noise emission from exterior mechanical equipment will be as follows:

a) Condensing units

Model PUMY-P36NHMU	49 dB(A)
Model PUMY-P48NHMU	50 dB(A)
Model PUMY-P60NHMU	58 dB(A)
Model PUHY-P72TKMU-A	58 dB(A)
Model PUHY-P96TKMU-A	58 dB(A)
Model PUHY-P120TKMU-A	60 dB(A)
Model PUZ-A18NHA4	48 dB(A)

b) Make-up air unit, MUA-1 88 dBA

c) Exhaust fans

Kitchen Exhaust, KX-1	63.7 dBA
Kitchen Exhaust, KX-2	61.6 dBA
Kitchen Exhaust, KX-3	69.4 dBA
Toilet Exhaust, TX-1	59.6 dBA
Toilet Exhaust, TX-2	56.7 dBA
Toilet Exhaust, TX-3	61.5 dBA
Toilet Exhaust, TX-4	52.0 dBA
General Exhaust, GX-1	52.5 dBA
General Exhaust, GX-2	60.8 dBA

(o) Electrical system

(1) A new electric service is provided by the Consolidated Edison Co. at 120/208 volts, 3 phase, 4 wire. New single (1) phase, three (3) wire Utility Company meters are installed for each renovated Loft Unit except Penthouse Loft Units which are new three (3) phase, four (4) wire utility meters. Existing utility meters serving the Commercial unit shall remain. In addition, one separate utility meter is provided for all common area loads.

(2) All main overcurrent devices are switch and fuse. A 1200A service switch, fused at 1200A serves residential meter banks. A 800A service switch, fused at 800A serves all common area "House" loads. Two (2) existing fused service switches, one (1) 600A and one (1) 400A serve existing retail tenants to remain.

(3) Arc fault type circuit breakers will be provided for all new units as required by New York City Electrical Code.

(4) Ground fault circuit protection will be provided for all new units as required by New York City Electrical Code.

(5) Exterior receptacles will be provided with GFI protection and U.L. listed for use in wet locations.

(6) All new units will be provided with tamper resistant type receptacles.

(7) Emergency lighting will be provided via a combination of battery type unit equipment with rechargeable battery, battery charging means, relaying means to automatically energize upon failure of supply circuit and integral lamps; and architectural fixtures with integral battery back-up.

Fire alarm system will be provided with code required integral battery back-up per requirements of the New York City Code.

(8) The new electric service to the renovated Loft Units is adequate for modern usage including air conditioning. The following schedule indicates Loft Unit fuse size in amperes and the quantity of circuits for each renovated Loft Unit

Loft Unit No.	Loft Unit Fuse Size Not Less Than (Amperes)	Loft Unit Quantity of Active Circuits Not Less Than
2A	150	20
2B	(future 150)*	---
2C	(future 150)*	---
2D	(future 150)*	---
2E	150	20
2F	150	20

3A	175	26
3B	(future 150)*	---
3C	(future 150)*	---
3D	150	20
3E	150	20
4A	150	20
4B	(future 150)*	---
4C	(future 150)*	---
4D	175	26
4E	(future 150)*	---
5A	150	20
5B	150	20
5C	150	20
5D	150	20
PH-A	150	30
PH-B	125	27
PH-C	125	27

* Units designated as future have no new panel installed. Provisions have been made as indicated. Existing panels are to remain until renovated, and are connected to new meter bank. New Over current devices have been furnished for these units which match the capacity of the existing devices.

(9) Adequacy

(i) Lighting and Fixtures
Lighting and Fixtures will be provided for the 15 renovated Loft Units.

No new Lighting will be provided for the 8 existing Loft Units.

At 2 (of the 15) renovated Loft Units (Units 3A & 3B) a full complement of lighting fixtures will be installed.

At the remaining (13) renovated Loft Units, certain lighting fixtures will not be installed but provisions for future installation will be made. Empty conduit has been placed within partitions and above ceilings from designated wall switch locations, to locations of future transformers and then to future ceiling locations for those lighting fixtures. Capability to pull wires, with drag lines, will be installed. See below for locations and fixture types.
With the right of Sponsor to make substitutions of equal or better quality and design, the following lighting fixtures are planned:

Renovated Loft Units

A. <u>Entry Foyer/Gallery Areas</u>

1. At All Loft Units
   - Recessed or surface mounted halogen down lights by Edison Price

2. At Loft Units
   3A, 3E
   same as A.1 , plus:
   - Pendant mounted indirect fluorescent by Linear, and
   - Electrical track units by Edison Price, with
   - Halogen track lighting by Edison Price

3. At Loft Units
   2A, 2E, 2F
   3D
   4A, 4D
   5A, 5B, 5C, 5D
   PH-A, PH-B, PH-C
   - same as A.1, plus
   - provisions for A.2 (without fixtures included)

B. <u>Living Areas</u>

1. At Loft Units
   3A, 3E
   - Electrical track units by Edison Price, with
   - Halogen track lighting fixtures by Edison Price

2. At Loft Units
   2A, 2E, 2F
   3D
   4A, 4D
   5A, 5B, 5C, 5D
   - provisions for B.1 (without fixtures included)

C. <u>Kitchens</u>
   Kitchen Type I: Units 2A, 2E, 2F, 3D, 3E, 4A, PH-A, PH-B, PH-C
   Kitchen Type II: Units 3A, 4D, 5A, 5B, 5C, 5D

Kitchen Type II is identified on the DOB drawings and described as Kitchenettes by reason of their proximity to a window, not because of their overall size or amenities.

1. At All Loft Units
   - Recessed (or surface mounted) Halogen down lights by Edison Price, and
   - Under-cabinet mounted LED Strip by Acolyte

2. Kitchen Type II Units
   - same as C.1, plus
   - Indirect fluorescent strip lighting at by Nippo

D. <u>Bedrooms</u>

Circulation/Hall Areas

1. At Loft Units (Room)
   2A (n/a), 2E (MBR); 2F (MBR)
   3A (MBR, BR2); 3D (n/a), 3E (MBR)
   4A (n/a), 4D (MBR, BR2)
   5A (MBR), 5B (n/a), 5C (MBR), 5D (BR2)
   PH-A (MBR, BR2, BR3 surf. mtd), PH-B (MBR), PH-C (MBR)
   - Recessed (or surface mounted) halogen down lights by Edison Price

General Bedroom Areas

2. At Loft Units (Room)
   3A (MBR, BR2, BR3); 3E (MBR)
   - Electrical mono-points by Edison Price, WITH
   - Halogen track mono-point fixtures by Edison Price, and
   - Pendant mounted indirect fluorescent by Linear Lighting

3. At Loft Units (Room)
   2A (MBR), 2E (MBR), 2F (MBR)
   3D (MBR)
   4A (MBR), 4D (MBR, BR2, BR3)
   5A (MBR, BR2), 5B (MBR, BR2); 5C (MBR, BR2), 5D (MBR, BR2)
   - Provisions for E.2 (without fixtures included)

4. <u>At Loft Units (Room)</u>
   PH-A (MBR, BR2, BR3, BR4), PH-B (MBR, BR2), PH-C (MBR, BR2)
   - provisions for wall mounted indirect fluorescent by Linear Lighting (without fixtures included)

E. Bathrooms (and Powder Rooms)

1. All Bathrooms *(except Powder Rooms 5B, 5C, 5D, PH-B*
   - Wall mounted Halogen Sconce by Belfer, and
   - Under-cab strip LED fixture by Acolyte, and
   - Recessed Halogen down lights by Edison Price

2. Powder Rooms
   5B, 5C, 5D, PH-B
   - omit Recessed Halogen down lights by Edison Price

F. Dressing Rooms
   - Surface mounted compact fluorescent fixture by Shaper

G. W/D Utility Rooms (Washer Dryer)
   - Surface mounted compact fluorescent fixture by Shaper

H. W/D Closets (Washer Dryer)

1. Loft Units
   3A, 3E
   - Surface mounted LED linear fixture by Hera

2. At All other Loft Units
   - provisions for surface mounted LED linear fixture by Hera (without fixtures included)

I. Closets

1. Loft Units
   3A; 3E (all closets)
   - Surface mounted LED linear fixture by Hera

3. At All other Loft Units (all closets)
   - provisions for surface mounted LED linear fixture by Hera (without fixtures included)

J. Penthouse private Convenience Stair Bulkheads
   Units PH-A, PH-B, PH-C
   - Surface mounted Halogen down lights by Edison Price
   - Recessed soffit LED lighting by BK Lighting

(ii) In all renovated Loft Units, convenience outlets, appliance outlets: Switched receptacles will be provided in all rooms, as required to meet NYC Electrical Code. Ground fault receptacles will be provided in all bathrooms in renovated Loft Units

(p) *Intercommunication*

(1) Voice and video intercommunication will be provided from the Lobby door to the 15 Renovated Loft Units, and voice only to the 8 Existing Loft Units, as manufactured by Aiphone GT series, GT-DM All-in-One Entrance Panel for the Building Entrance. The unit will offer 170 degree, pan-tilt-zoom camera feature which allows the resident to view, converse with, and grant access to visitors

Each renovated Loft Unit (15)
will have a wall mounted audio and video station monitor and handset, model DM-1C which allows hands free communication to the entrance panel, audio and visual verifications of visitors, and door release function.

Each existing Loft Unit (8)
will have a wall mounted audio-only handset, model DM-1D, to allow for voice communication and remote door release of the Lobby door.

(2) Camera, speaker/microphone, pushbuttons will be located at street entry. Three (3) cameras will also be located at the Roof monitoring the two stairs and the elevator bulkhead

(q) *Public Area Lighting*

Corridor and Cellar Lighting meets all recommendations and best practices guidelines. Fire Stair lighting meets applicable Codes.

(1) <u>Cellar</u>
New Lighting will be provided for the Corridor and Service Spaces. No new Lighting will be provided for the Commercial Unit.

Fixtures:
Linear wall mounted fluorescent fixtures throughout the entire area
Ceiling mounted fluorescent fixtures by Cooper Lighting

Cellar Corridor and Service Spaces
Boiler Room
Electrical Room
Elevator Equipment Room
Fire Pump Room
Hot Water Heater Room
Package Room
Plumbing Rooms (2)
Refuse Storage Room
Sidewalk Vault
Sink Closets
Storage Room
Superintendent Office
Telco (Telephone Equipment) Closet
Water Closet (Bathroom)

(2) Egress Stairs
Stair A (North)
Stair B (South)
Landings: Linear wall mounted fluorescent fixtures by Picasso

(3) Ground Floor
Lobby A (North) indirect fluorescent strip cove lighting by Nippo and incandescent decorative ceiling pendant by Apparatus
Lobby B (South) Ceiling and wall mounted fluorescent fixtures by Cooper Lighting

(4) Corridors (Loft Unit Floors 2nd – 6th)
Surface Mounted LED Ceiling Lights by Tech Lighting
Indirect fluorescent strip cove lighting at Loft Unit entrances by Nippo. Includes 15 renovated Loft Units and 8 Existing Loft Units

(5) Trash Rooms (Loft Unit Floors 2nd – 6th)
Surface mounted fluorescent by Cooper Lighting

(6) Roof Area
Mechanical Area: surface mounted fluorescent by Phillips Gardco

(r) Garages and parking areas None/Not Applicable

(s) Swimming pool None/Not Applicable

(t) *Tennis courts, playgrounds and recreation facilities* Other than rooftop common terrace, none/not applicable

(u) *Permits and certificates*

(1) A new Certificate of Occupancy will be obtained upon completion of the work.

(2) All necessary permits and inspections, including: Alteration Type Plumbing; Bureau of Electrical Control; Technical Reports and Inspections relating to: Structural stability; Mechanical ventilation and equipment; Fire- stopping, Demolition; Sidewalk bridge and crossing; Container in street; partial street closure for steel erection. Separate filings and permits will be required for Elevator; Sprinkler; and Boiler. Permits will be obtained prior to obtaining a new Certificate of Occupancy.

(v) *Violations*

Any violations that are the responsibility of the Sponsor will be removed prior to new Certificate of Occupancy.

(w) *Unit information*

Existing Commercial Unit: There is one existing Commercial Unit, Ground Floor & Part of Cellar. Work is limited to the removal of the existing sprinkler system and the replacement with new piping and new sprinkler heads.

Existing Loft Units: There are 8 existing Loft Units, on Floors 2, 3 & 4, to remain. These units will remain largely unaffected by the alteration.

Work will be limited as follows:

The existing sprinkler system, including piping and sprinkler heads, will be removed and replaced with new piping and sprinkler heads.

New combination smoke/CO2 detectors will be installed. (See also (y) below.)

At Existing Loft Unit #'s: 2B, 2C, 4B, & 4E, new entry doors and frames and hardware will be installed.

At Existing Loft Unit #'s 2D, 3B, 3C, & 4C, existing entry doors and frames and hardware will remain.

(see also (h) (11) above)

The existing interior partitions, and the perimeter demising partitions, both at the corridor and between units, will remain. One additional layer of 5/8" gypsum board will be laminated at the Corridor Side of the existing perimeter demising partitions to remain.

Existing Kitchens and Bathrooms will remain. The Sponsor makes no representation as to the condition of existing Kitchen appliances or existing Kitchen and Bathroom plumbing, fixtures, fittings or finishes.

With the exception of the existing Commercial unit and the 8 Loft Units to remain, there will be substantial rehabilitation to the building, commonly known as a "gut-rehab". The existing wood joist floor and ceiling framing will remain.

Renovated Loft Units: There will be 15 renovated Loft Units to be entirely reconstructed on Floors 2 through 6. Perimeter demising partitions, including the corridor as well as the partitions between Loft Units, will be new and constructed of metal studs and gypsum board with a 2-hr fire rated assembly.

All partitions within the renovated 15 Loft Units will be newly constructed in metal studs and gypsum board. All new interior doors and frames will be new.

The existing plaster ceiling construction and the existing plywood sub-flooring will be removed, exposing the existing floor and ceiling wood joist framing. New insulation will be provided in floor and ceiling joist cavities. All new sub-flooring (2 layers ¾" plywood) and ¾" finish flooring will be provided. New 1 hour gypsum board ceilings will be provided.

New ¾" Engineered wood flooring will be provided for twelve (12) of the fifteen (15) renovated Loft Units. Three (3) of the renovated Loft Units will be provided with ¾" Solid Oak flooring.

At the 15 renovated Loft Units, all the interior finishes including flooring, doors & frames, kitchen and bath millwork, bath tilework, and all paint finishes, will be new. All the construction will be of thickness and materials that meet New York City Building Code Fire Protection requirements.

(1) Type and grade of finish material:

Subject to right of Sponsor to make substitutions of equal or better quality and design, the following finishes are planned:

Notes:

Wood ("wood") refers to various floor finishes as follows, all applied over new (2 layers ¾" plywood) sub floor:

Engineered Wood

Units: 5D, 5C, 5B, 5A, 3A, 3E
new Siberian White Oak ¾" thick tongue & groove flooring , 7" wide, with 5 mm wear layer, prefinished finish fumed and white oil.

Units 4D, 4A, 2A
New Siberian White Oak ¾" thick tongue & groove flooring, 7" wide, with 5 mm Wear layer, prefinished color Sicilian Grigio.

Units 3D, 2F, 2E
New Siberian White Oak ¾" thick tongue & groove flooring, 7" wide, with 5 mm Wear layer, prefinished color Antica

Solid Wood

Units 6A, 6B, 6C
New 6" x ¾ solid rift and quarter sawn Premium White Oak to be site finished.

Painted gypsum board refers to new 5/8" thick gypsum board, taped, spackled, primed and prepared-for and finished with 2 coats water-based paint (egg-shell finish for walls; flat finish for gypsum board ceilings).

Room Finishes

Space	Floor	Wall	Base	Ceiling
All Living Areas	wood	painted gypsum board	wood painted	painted gypsum board
All Foyer/Gallery	wood	painted gypsum board	wood painted	painted gypsum board

Space	Floor	Wall	Base	Ceiling
All Corridors	carpet	painted gypsum board	wood painted	painted gypsum board
All Bedrooms	wood	painted gypsum board	wood painted	painted gypsum board
All Dressing Areas	wood	painted gypsum board	wood painted	painted gypsum board
All closets (including general, utility, laundry)	wood	painted gypsum board	wood painted	painted gypsum board

All Kitchens

Floor	Wall	Base	Ceiling	Misc.
wood	painted gypsum board; Opera glass Mosaic at Backsplash	wood painted	painted gypsum board	painted wood Kitchen & Island cabinets with Ivory Mist Marble Countertops

Bathroom Finishes

BA = BATHROOM. References are to Bathrooms Designed on Floor Plans

Bath Type I
13 Bathrooms with shower only
all with electric floor heating

Loft Units (Master Bath)
2E, 2F
3A, 3D, 3E
4D
5A, 5B, 5C, 5D
PH-A, PH-B, PH-C

Floor	Wall	Base	Ceiling	Misc.
Montclair Danby Vein Cut Marble with electric heated floor	painted gypsum board; Savoy Field Tile at Backsplash & Shower	Montclair Marble	painted gypsum board	painted wood vanity with mirror & Montclair Marble Countertop

Bath Type II
14 Bathrooms
13 with tub/shower
1 with shower only

Loft Units (Room)
2E (BA2), 2F (BA2)
3A (BA2), 3D (BA2), 3E (BA2)
4D (BA2), (BA3 shower only)
5A (BA2), 5B (BA2), 5C (BA2) 5D (BA2)
PH-A (BA2, BA3), PH-B (BA2)

Floor	Wall	Base	Ceiling	Misc.
Montclair Danby Vein Cut Marble	painted gypsum board; Opera Glass Mosaic Tile at Backsplash & at Shower	Montclair Marble	painted gypsum board	painted wood vanity with mirror & Dupont Corian Countertop & integral sink and Corian tub surround (except at Unit 4D, BA3), shower only)

Bath Type III
10 Bathrooms
3 with tub/showers (2 with electric heated floor)
2 with shower only
5 with Lavatory & Toilet only

Loft Units (Room)
2A (MBA) with tub/shower
3A (BA3) with shower only
4A (MBA) with tub shower; 4D (Powder)
5B (Powder), 5C (Powder) 5D (Powder)
PH-A (BA4) shower only, PH-B (Powder), PH-C (BA2) with tub/shower

Floor	Wall	Base	Ceiling	Misc.
Nublado Limestone (electric heated floor at 2A, 4A only)	painted gypsum board; Intaglio Field Tile at Backsplash and at Shower or Tub/Shower	Nublado Limestone	painted gypsum board	stained wood vanity with mirror & Nublado Limestone Countertop At Unit 2A, 4A (MBA) & Unit PH-C (BA-2) with Nublado Limestone Tub Surround

(2) Bathroom Fixtures

Subject to right of Sponsor to make substitutions of equal or better quality and design, the following bathroom fixtures are planned:

All Bathrooms

Description	Manufacturer	Model Number
Water Closet	Toto Carolina II	MS644114CEF(G)5

Bath Type I
13 Bathrooms with shower only
all with electric floor heating

Loft Units (Master Bath)
2E, 2F
3A, 3D, 3E
4D
5A, 5B, 5C, 5D
PH-A, PH-B, PH-C

Description	Manufacturer	Model Number
Lavatory	Kohler undermount	K-2214
Lavatory Fittings	Lefroy Brooks	K1 – 1103
Shower Fittings	Lefroy Brooks	
Lefroy Brooks	Thermostatic Mixing Valve:	K1 – 4401
	Water Flow Control Valve:	K1 – 1015
	Shower Head/Arm	Y1 – 4501/Y1 – 4602

Electric Floor Warming System by NU HEAT

Bath Type II
14 Bathrooms
13 with tub/shower
1 with shower only

Loft Units (Room)
2E (BA2), 2F (BA2)
3A (BA2), 3D (BA2), 3E (BA2)
4D (BA2), (BA3 shower only)
5A (BA2), 5B (BA2), 5C (BA2) 5D (BA2)
PH-A (BA2, BA3), PH-B (BA2)

Description	Manufacturer	Model Number
Lavatory	Integrated custom sink in Dupont Corian material	
Lavatory Fittings	Lefroy Brooks	K1 – 1103
Tub/Shower Unit (Room) 2E (BA2), 2F (BA2) 3D (BA2), 3E (BA2) 4D (BA2), 5D (BA2) PH-A (BA2, BA3)	Kohler Maestro Cast Iron 5′ – 6″ under-mount with Corian surround	K-840
Tub/Shower Rooms: BA2 Units 3A, 5A, 5B, 5C, PH-B	Kohler Tea-for-Two Cast Iron 5′ – 0 under-mount with Corian surround	K-850

Tub/Shower Fittings	Lefroy Brooks	
	Thermostatic Mixing Valve	K1 – 4401
	Water Flow Control Valves (2):	K1 – 1015
	Tub Spout:	K1 - 1031
	Shower Head/Arm:	K1-4700/Y1-4502

Shower Only Unit 4D (BA3) Shower Fittings Lefroy Brooks	Lefroy Brooks	
	Thermostatic Mixing Valve:	K1 – 4401
	Water Flow Control Valve:	K1 – 1015
	Shower Head/Arm	Y1 – 4501/Y1 – 4602

<u>Bath Type III</u>

10 Bathrooms
3 with tub/showers (2 with electric heated floor)
2 with shower only
5 with Lavatory & Toilet only

Loft Units (Room)
2A (MBA with tub/shower)
3A (BA3 with shower only)
4A (MBA with tub shower, 4D (Powder)
5B (Powder), 5C (Powder), 5D (Powder)
PH-A (BA4 shower only), PH-B (Powder), PH-C (BA2) with tub/shower

Description	Manufacturer	Model Number
Lavatory	Kohler undermount	K-2214
Lavatory Fittings	Lefroy Brooks	K1 – 1103
Tub/Shower	Kohler Maestro Cast Iron 5′ – 6″	K-840
Unit 2A (MBA),	under-mount with limestone surround	
4A (MBA), PH-C (BA2)	Lefroy Brooks	
Tub/Shower Fittings	Thermostatic Mixing Valve	K1 – 4401
	Water Flow Control Valves (2):	K1 – 1015
	Tub Spout:	K1 - 1031
	Shower Head/Arm:	K1-4700/Y1-4502

Electric Floor Warming System by NU HEAT (Rooms 204, 407)

Shower Only: Unit 3A (BA3), PH-A (BA4)

Shower Fittings	Lefroy Brooks	
Lefroy Brooks	Thermostatic Mixing Valve:	K1 – 4401
	Water Flow Control Valve:	K1 – 1015
	Shower Head/Arm	Y1 – 4501/Y1 – 4602

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(3) Kitchen Fixtures/Appliances

Subject to right of Sponsor to make substitutions of equal or better quality and design, the following kitchen and laundry fixtures and equipment are planned:

Kitchens
Kitchen Type I: Units 2A, 2E, 2F, 3D, 3E, 4A, PH-A, PH-B, PH-C
Kitchen Type II: Units 3A, 4D, 5A, 5B, 5C, 5D

Kitchen Type II is identified on the DOB drawings and described as Kitchenettes by reason of their distance from a window, not because of their overall size or amenities.

All Kitchens

Description	Manufacturer	Model Number
Sink	Kohler top mount apron front; Stainless steel	K – 3942
Sink Fittings	Lefroy Brooks 4-hole mixer with pull out spray	K1 – 3601
Refrigerator	Sub-Zero Refrigerator/Freezer w/automatic ice maker. Stainless Steel	IT-36 CI
Microwave Drawer	Sharp	KB-6524 PS
Dishwasher	Bosch Stainless Steel	SHX 55 R5 UC

Loft Unit (Room Number)
PH-A

Additional Dishwasher	Bosch Stainless Steel	SHX 55 R5 UC

Loft Units
3A, 4D, PH-A

Description	Manufacturer	Model Number
Wine Refrigerator	Sub-Zero	424G/S/TH

Loft Units
2A, 2E, 2F
3D, 3E
4A
5A, 5B, 5D
PH-B, PH-C

36" Range	Bertazonni 36" 6 burner, gas oven	PRO 36 6G GAS X
Range Hood	Bertazonni 36"	KU – 36 PRO 1X

Loft Units
3A
4D
5C
PH-A

48" Range	Bertazonni 48" 6 burner, gas double oven	PRO 48 6G GAS X
Range Hood	Bertazonni 48"	KU – 48 PRO 1X

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(4) Laundry Fixtures

Subject to right of Sponsor to make substitutions of equal or better quality and design, the following laundry fixtures and equipment are planned for the 15 Renovated Loft Units.

All Loft Units

Description	Manufacturer	Model Number
Washer	Meile Front Loading	W3033
Dryer	Meile Front Loading Electric self-venting	T8013C

(5) Fireplaces (None/Not Applicable

(x) Finish schedule of spaces other than units

(1) Cellar

Commercial Unit (no work)

Typical Finishes for the following Corridor and Service Spaces

Boiler Room
Electrical Room
Elevator Equipment Room
Fire Pump Room
Hot Water Heater Room
Package Room
Plumbing Rooms (2)
Refuse Storage Room
Sidewalk Vault
Sink Closets
Storage Room
Superintendent Office
Telco (Telephone Equipment) Closet
Water Closet (Bathroom)

Floor	Wall	Base	Ceiling	Misc
existing or new concrete	existing or new masonry concrete units (painted) or new painted gypsum board	none	repaired existing (*) see note	

(*) Ceiling Note: the existing Cellar Ceiling, attached to existing wood joists and consisting of a combination of wood lath, wire mesh, plaster, tin and gypsum board, will be repaired with a combination of 5/8" gypsum board and plaster to maintain its fire rating.

Bathroom

ceramic tile	painted gypsum board	ceramic tile	Suspended Acoustic Tile

Sidewalk Vault

existing concrete	existing stone	none	steel & concrete

(2) Cellar Plumbing & Bathroom Fixtures

Subject to right of Sponsor to make substitutions of equal or better quality and design, the following bathroom fixtures are planned:

Bathroom Description	Manufacturer	Model Number
Water Closet	American Standard Yorkville	2876.008
Sink	American Standard Realyn wall mounted	4869.001
Sink Faucets	American Standard	5402.172.H
Janitors Closet		
Sink	Mustee Utility Sink	UtilaLab 17F
Sink Closet & Sink Alcove		
Sink	Mustee Utility Sink	UtilaLab 17F

(3) Egress Stairs
Stair A (North)
Stair B (South)

Floor	Wall	Base	Ceiling	Misc.
Stair A				
existing concrete	existing brick & stucco seal and paint	none	existing/paint	
Stair B				
existing hardwood	existing brick & painted gypsum board; repair, seal and paint	none	existing/paint	

(4) Ground Floor
Lobby A (North)
Lobby B (South)

Floor	Wall	Base	Ceiling	Misc.
Lobby A Marble Mosaic	Marble Slabs & painted gyp board	marble	painted Gyp board	
Lobby B Ceramic Tile	existing brick & painted gypsum board	none	painted gypsum board	

(5) Corridors (Loft Unit Floors 2nd – 6th)

Floor	Wall	Base	Ceiling	Misc.
Carpet	painted gypsum board	painted wood	painted gypsum board	painted steel doors, transom & sidelight panels

(6) Trash Rooms (Loft Unit Floors 2nd – 6th)

Floor	Wall	Base	Ceiling	Misc.
Vinyl Tile	painted gypsum board	vinyl	painted gypsum board	

(7) Roof Area

Wasau pre-cast concrete pavers on pedestals (see also (h) (4) (1) above)

(y) Fire Protective Alarm System:

(1) Each Loft Unit (exiting & renovated) is furnished with a 120 volt combination type carbon monoxide sensor and smoke detector with integral alarm horn. In addition, system type smoke detectors are provided for all common and shared mechanical rooms, elevator lobbies and selected HVAC units as required by Code. A local alarm bell is provided at the smoke detection and sprinkler alarm control panel. Duct smoke detectors initiate fan shutdown on alarm. Elevator lobby smoke detectors initiate elevator re-call on alarm. The building sprinkler system is also monitored by water flow and tamper switches. Local alarm or trouble condition of the sprinkler system is annunciated at the smoke detector and sprinkler alarm control panel.

(2) A remote annunciator is furnished at the second entry (Lobby B) which also indicates system smoke detection and sprinkler alarm and trouble conditions.

(z) Additional information

(1) Site Plan: See Offering Plan

(2) Area map: Not required; located in highly urban area.

(3) Floor plans: See Offering Plan

(4) Floor to ceiling heights of units.

There are 15 renovated Loft Units and 8 existing Loft Units shown on the Floor Plans. There is one Commercial Unit shown on the Floor Plans

As a result of variations in construction caused by, among other things, soffits, the thickness of slab, beams, and installations of mechanical, electrical and plumbing systems, and floor systems, the finished ceiling heights vary from the 9 foot to the 12 foot range reflected herein. Although every Unit has rooms with ceiling heights as detailed herein, there are certain Units with limited areas where the ceiling heights will range from 8 to 9 feet to the mechanical, electrical and plumbing installations. These areas include walk-in closets, utility rooms, hallways and soffits. These lower ceiling heights are necessary for the properly functioning and use of the Unit and integral to its intended purpose for residential occupancy. The Sponsor does not consider these limited areas affected by these lower ceiling heights to be material.

Cellar
Commercial Unit: Existing ceiling to remain

Corridor & Service Areas: The finish ceiling will be repaired utilizing gypsum board and plaster (see also (x) (1) above.)

The floor to ceiling height will be approximately 8′ - 0 except in the Corridor, which will have ceiling height of approximately 7′ - 0″

The existing Sidewalk Vault will have existing concrete ceilings approximately 6′ – 8″ high.

Ground Floor
Commercial Unit: Existing ceiling to remain

Lobby A (North) Will be provided with a suspended gypsum board ceiling with ceiling height of approximately 10′ – 0″

Lobby B (South) Existing gypsum board ceiling with a ceiling height of approximately 12′ – 0″ to remain.

Second Floor
The Second Floor renovated Loft Unit ceilings will be painted gypsum board with a ceiling height of approximately 12′ – 0 in the Living/Work Area, Bedrooms

In order to accommodate air conditioning equipment and ductwork, there will be a portion of the ceiling/soffit in the Entry/Foyer/Gallery areas, Kitchens, Bathrooms, with ceiling heights of approximately 9′ – 6″.

The Second Floor Corridor will be painted gypsum board with a ceiling height of approximately 10′ – 0″

The Second Floor existing Loft Unit ceilings will remain.

Third Floor
The Third Floor renovated Loft Unit ceilings will be painted gypsum board with a ceiling height of approximately 11′ – 0 in the Living/Work Area, Bedrooms

In order to accommodate air conditioning equipment and ductwork, there will be a portion of the ceiling/soffit in the Entry/Foyer/Gallery areas, Kitchens, Bathrooms, with ceiling heights of approximately 9′ – 0″

The Third Floor Corridor will be painted gypsum board with a ceiling height of approximately 9′ – 6″

The Third Floor existing Loft Unit ceilings will remain.

Fourth Floor

The Fourth Floor renovated Loft Unit ceilings will be painted gypsum board with a ceiling height of approximately 10′ – 6″ in the Living/Work Area, Bedrooms

In order to accommodate air conditioning equipment and ductwork, there will Bathrooms, with ceiling heights of approximately 9′ – 0″.

The Fourth Floor Corridor will be painted gypsum board with a ceiling height of approximately 8′ – 6″.

The Fourth Floor existing Loft Unit ceilings will remain.

Fifth Floor

The Fifth Floor renovated Loft Unit ceilings will be painted gypsum board with a ceiling height of approximately 9′ – 6 in the Living/Work Area, Bedrooms

In order to accommodate air conditioning equipment and ductwork, there will be a portion of the ceiling/soffit in the Entry/Foyer/Gallery areas, Kitchens, Bathrooms, with ceiling heights of approximately 8′ – 6″.

The Fifth Floor Corridor will be painted gypsum board with a ceiling height of approximately 8′ – 6″

Sixth Floor

The Sixth Floor renovated Loft Unit ceilings will be a combination of exposed existing brick arches and wood girders and new steel beams, and new, suspended painted gypsum board.

The exposed brick arch areas are sloping with ceiling heights ranging between approximately 9′ – 0 to 10′ 0.

In order to accommodate air conditioning equipment and ductwork, there will be a portion of the ceiling/soffit in the Entry/Foyer/Gallery areas, Kitchens, Bathrooms, with ceiling heights of approximately 8′ – 6″.

The Sixth Floor Corridor will be painted gypsum board with a ceiling height of approximately 8′ – 6″

(5) Approximate total area of each unit

Measured horizontally, the Loft Unit and the Commercial Unit sizes were calculated from the exterior face of the exterior walls adjacent to the Unit, to the centerline of the demising wall between Units, corridors, elevator, stairs, and other mechanical equipment spaces or any Common Elements not within a Unit, or to the exterior face of the opposite exterior wall. Columns, mechanical pipes, shafts, shaft ways, chases, chase ways and conduits are not deducted from the measurement of each Unit.

Measured vertically, each Loft Unit and the Commercial Unit will consist of the volume from the top of the floor slab (located under the finished flooring and the sub-floor materials) to the underside of the wood joist structural framing members under the wood sub-floor above. The size of the Common Elements which fall within the boundaries of a Unit are included in the square foot area of the Unit, even though they are included in the square foot area of the unit, even though they are not part of the Unit.

Sponsor provided area calculations supplied by Real Data Management (RDM1).

Cellar	Commercial Unit		5,820 sq ft			
	Corridor & Service Areas		3,876			
Ground Floor	Commercial Unit		8,616 sq ft			
	Lobby A (North)		150			
	Lobby B (South)		80			
	New Loft Unit			Existing Loft unit		
Second Floor	2A	937	sq ft	2B	1,129	sq ft
	2E	1,446		2C	1,287	
	2F	1,571		2D	1,623	
Third Floor	3A	2,400		3B	1,569	
	3D	1,242		3C	1,162	
	3E	1,336				
Fourth Floor	4A	999		4B	1,399	
	4D	2,407		4C	1,543	
				4E	1,422	

Fifth Floor	5A	1,953	
	5B	2,069	
	5C	1,768	
	5D	1,928	
Sixth Floor			Limited Loft Common Element Private Roof Terraces
	PH-A	3,597	932 sq ft
	PH-B	1,923	648
	PH-C	2,178	669

(aa) *Concealed Conditions*

Conditions in locations behind certain walls, or certain other inaccessible areas, that will remain cannot be evaluated by visual examination. This report is limited to conditions that are open, visible, and accessible. No responsibility is assumed for any conditions or defects hidden or inaccessible.

(bb) *Further Development*

No further development is planned. The building is fully built and no additional floor area may be added under current zoning.

(i) The building has been occupied by residential tenants living on the 2nd, 3rd and 4th floors throughout the renovation process.

A Tenant Protection Plan was described, filed and Approved by the NYC Department of Buildings. A copy of the Tenant Protection Plan is included in the Offering Plan.

The Sponsor engaged Airtek Environmental Corp. to establish protocols for indoor air quality management during the construction process which has been followed by the construction manager and trade personnel.

When construction debris and refuse is moved through common areas, the materials must be either carried, moved on furniture dollies, hand trucks, push carts, bins or steel mini containers and all materials that are susceptible to creating dust will be covered and/or wrapped in plastic and transported via the elevator. Common areas and the elevator will be cleaned using appropriate cleaning equipment for the level and type of activity, both during the work shift and at the end of each day when construction is going on in the building. Throughout the course of the day, work floors and stairwells will be routinely checked and cleaned using appropriate cleaning equipment as required by the level and type of activity.

Negative air pressure at the building has been maintained using filtered exhaust fans/negative air machines in the work areas. Sticky pads and damp walk-off mats have been placed at egress points from work areas to occupied and common areas. Sweeping-compound and wet mops are used regularly within the work area.

(ii) The hours for renovation and construction work have generally been Monday – Friday, 7am – 5pm although there has been occasional overnight or weekend work when necessary with minimal disturbance to the occupants.

(iii) During the construction and renovation process, the sponsor has engaged a security guard through Century Protective Services Inc. to maintain the building lobby and sign in, guests and workmen to a log. The guard is generally the first to arrive at the building in the morning and the last to leave at night and checks all doors before leaving to make sure that the building is secure. Occupants of the building come and go with keys when the security guard is not at the building.

(iv) There will be limited interruption of services including water and electricity related to the construction and advance notice will be given to all occupants as these situations arise. The modernization and renovation to the elevator described herein will require the elevator to be out of service for approximately 8-16 weeks and during this time. This work is scheduled to take place at the end of 2014 and potentially in early 2015.

(v) Pipes for plumbing and sprinklers will remain in the occupied units and these pipes will be tied into new systems. No damage is expected as a result of this work however, if there is damage to the existing piping during the renovation and construction of the building, the Sponsor will take responsibility for the repair.

(j) The Sponsor, the Construction Manager and the subcontractors working on the job site will all have liability insurance in effect while the construction is taking place.

(cc) An Asbestos report by Airtek Environmental Corp. is included in the Offering Plan

(dd) Lead-based paint

Sponsor states they do not have, in their possession, any records, reports, violations or any other information concerning the presence of lead-based paint and/or lead-based paint hazard. Due to age and construction configuration of the Building, it is possible that lead-based paint may be present in some surfaces of the building. Pursuant to various federal, state or local laws mandating the disclosure of information concerning the presence of lead-based paint in residential housing, Sponsor will distribute to each Purchaser a copy of the EPA pamphlet "Protect your Family from Lead in Your Home" detailing important lead-based paint information. The Sponsor will comply with all laws and applicable regulations concerning lead-based paint pursuant to the requirements of the New York State Attorney General in Part 23 of Tile 13 NYCRR.

New or refinished surfaces will be painted with coatings that do not contain lead.

(ee) The following documents, to the extent in Sponsor's possession, shall be transferred to the Condominium Board:

Operation & Maintenance (O&M) manuals for mechanical equipment
Electronic system manual
Equipment Warranties
Roof Warranties
Major equipment Start-up Sheets
Control System As-Built
Original Test & Balance Report for HVAC System
Final As-Built drawings as maintained during construction
Mechanical, Electrical, Plumbing Shop Drawings

The undersigned, Marren and Newman Architects, have been retained by Sponsor to prepare this report concerning 63 Greene Street (a/k/a 57-63 Greene Street) New York, New York for inclusion in the Condominium Offering Plan for said Property. Any use of this report for any other purpose is not authorized by the undersigned.

This report is based in part on visual inspections of existing areas of the Building that were open and accessible during the period ending the month preceding the date of this report. We assume no responsibility for any conditions or potential defects that were hidden, inaccessible or could not be determined by visual observation. This report is not a guarantee or warranty of the physical condition of the Property.

This report is also based on our architectural plans for the alteration, reconstruction, renovation and outfitting of the Building, as well as information obtained from the plans and input from project consultants including: ADS Engineers P.C (mechanical), Nash Associates LLC (structural); CBA Consultants (elevator); Metropolis Consultants (Building Code). We will not be responsible for any omissions or errors contained in consultants information, or for any changes, variations, errors or defects made during the alteration, reconstruction, renovation and outfitting of the Building.

All statements as to zoning, legal use and code compliance are based on our opinion and are subject to final determination of Governmental Authorities having jurisdiction.

The terms used in this report without express definition that are defined in the Offering Plan shall have the meanings given to them in said Offering Plan.

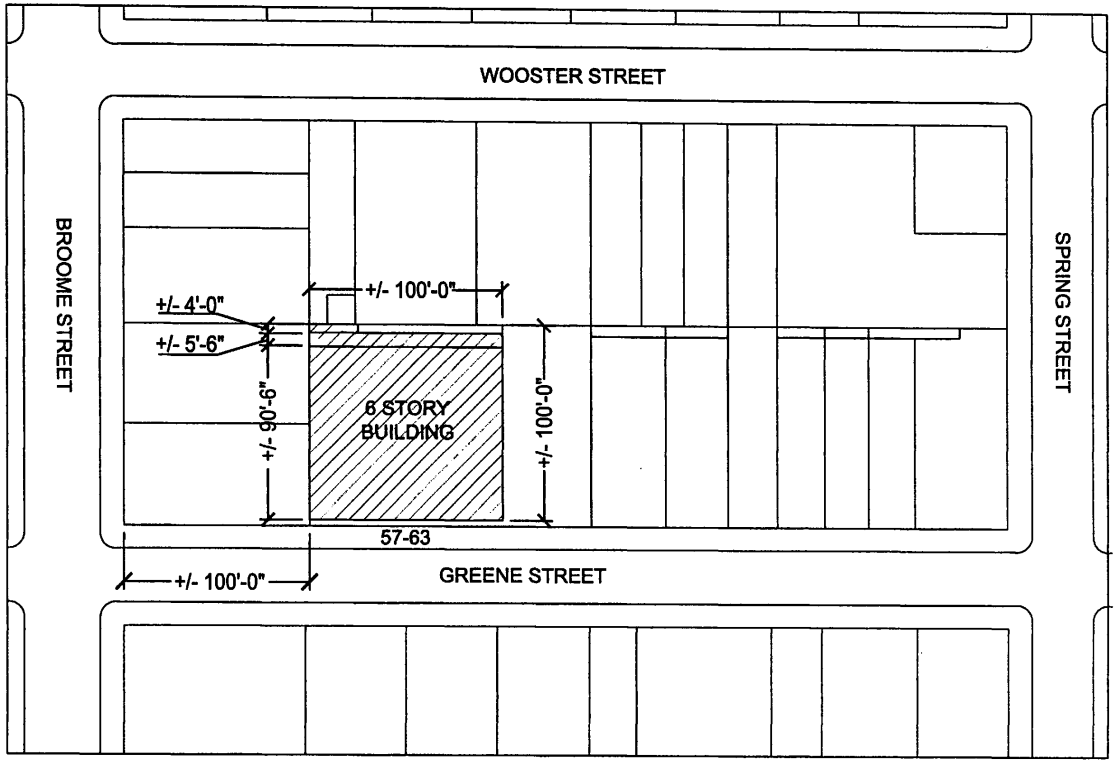
Dated: 11 November 2015

Marren and Newman Architects

By:
Signature:

Peter Marren, RA

SITE PLAN AND FLOOR PLANS

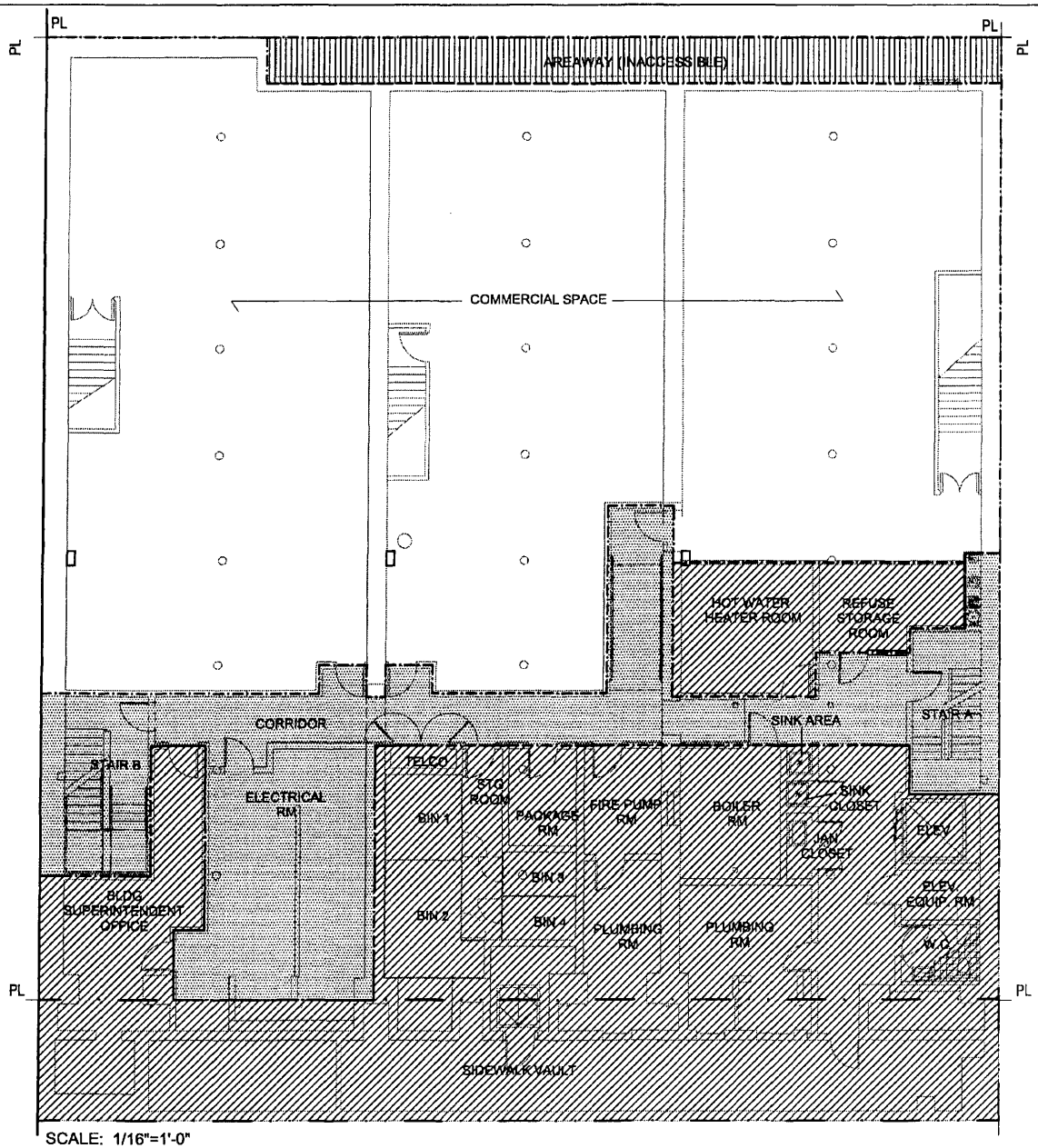


57-63 GREENE STREET

SITE PLAN

NOT TO SCALE

57-63 GREENE STREET CONDOMINIUM	DATE: 1 Dec. 2014



KEY

- LOFT UNIT (LU) OR COMMERCIAL UNIT (CU)
- GENERAL COMMON ELEMENT (GCE)
- LOFT COMMON ELEMENT (LCE)
- COMMERCIAL LIMITED COMMON ELEMENT (CLCE)

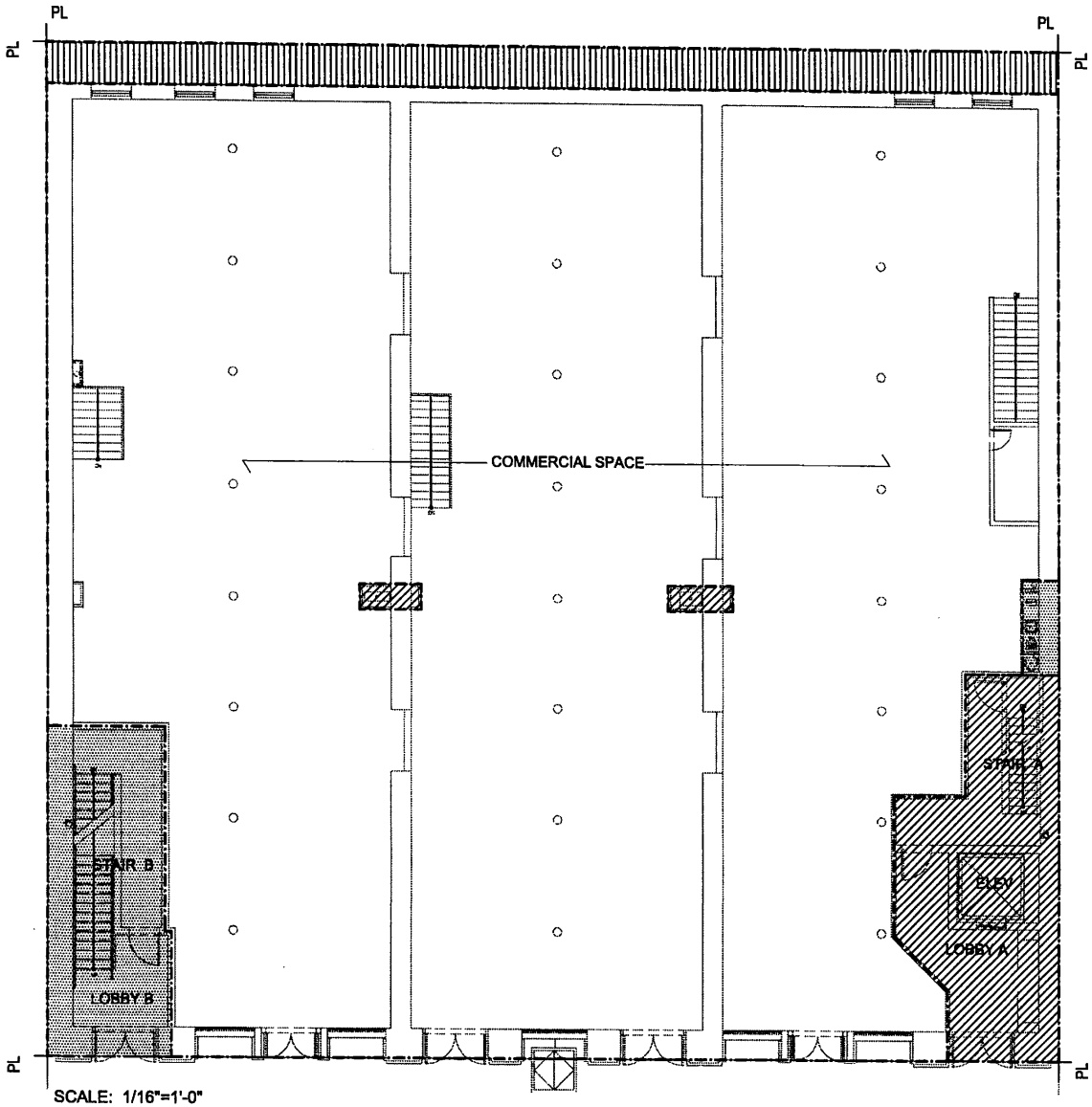
SCALE: 1/16"=1'-0"

57-63 GREENE STREET CONDOMINIUM	DATE: 1 Dec. 2014	A-001

N

CELLAR
AREA: 9,696 SQUARE FEET

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO TOLERANCES AND CONSTRUCTION VARIANCES.
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA.
SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.



SCALE: 1/16"=1'-0"

KEY

- LOFT UNIT (LU) OR COMMERCIAL UNIT (CU)
- GENERAL COMMON ELEMENT (GCE)
- LOFT COMMON ELEMENT (LCE)
- COMMERCIAL LIMITED COMMON ELEMENT (CLCE)

57-63 GREENE STREET CONDOMINIUM	DATE: 1 Dec. 2014	A-01

N

GROUND FLOOR
AREA: 9,600 SQUARE FEET

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO TOLERANCES AND CONSTRUCTION VARIANCES.
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA.
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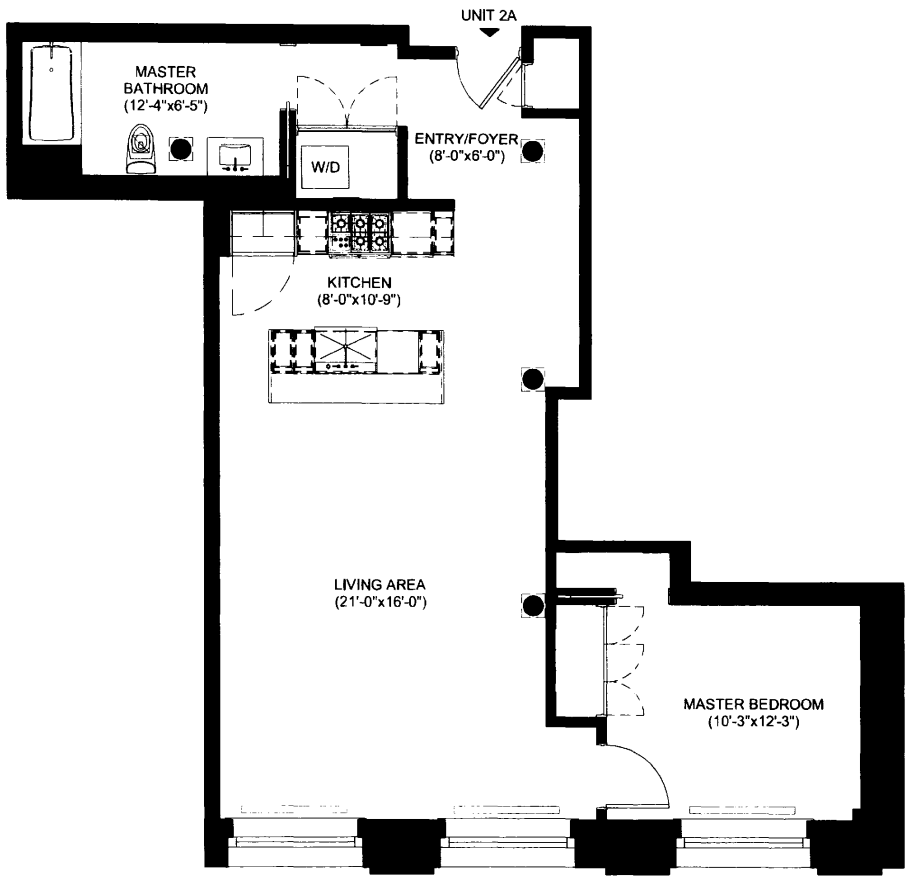
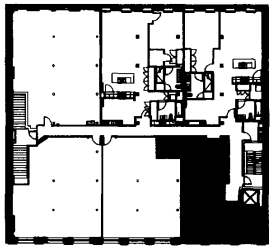


SCALE: 1/8"=1'-0"



SCALE: 1/64"=1'-0"

RESIDENCE 2A
FLOOR 2
AREA: 937 SQUARE FEET

1 BEDROOM
1 BATH

57-63 GREENE STREET CONDOMINIUM	DATE: 1 Dec. 2014 REV: 9 Oct. 2015	A-1

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO TOLERANCES AND CONSTRUCTION VARIANCES.
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA.
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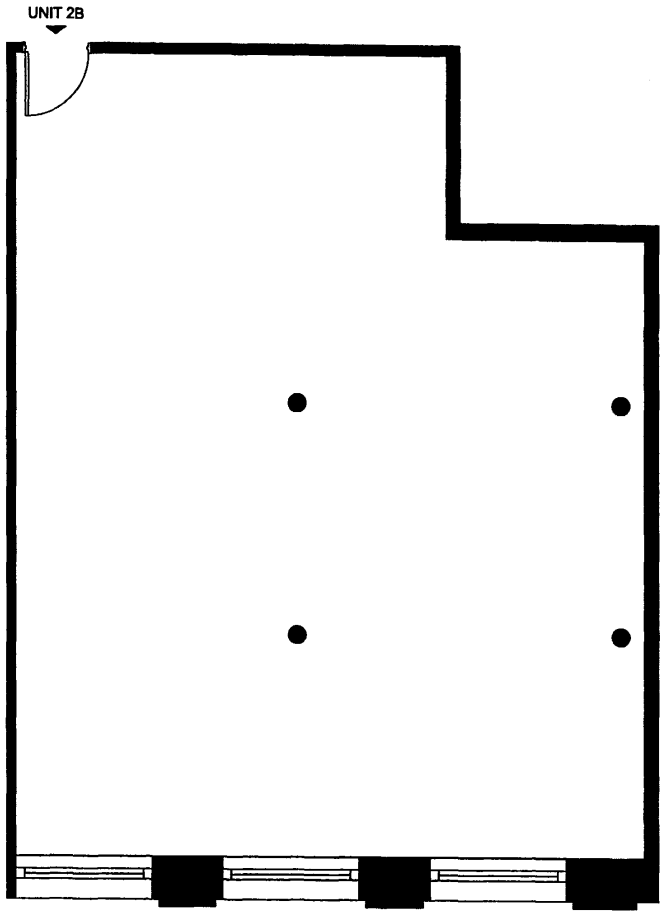
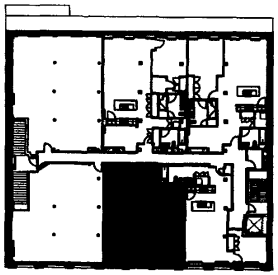


SCALE: 1/8"=1'-0"

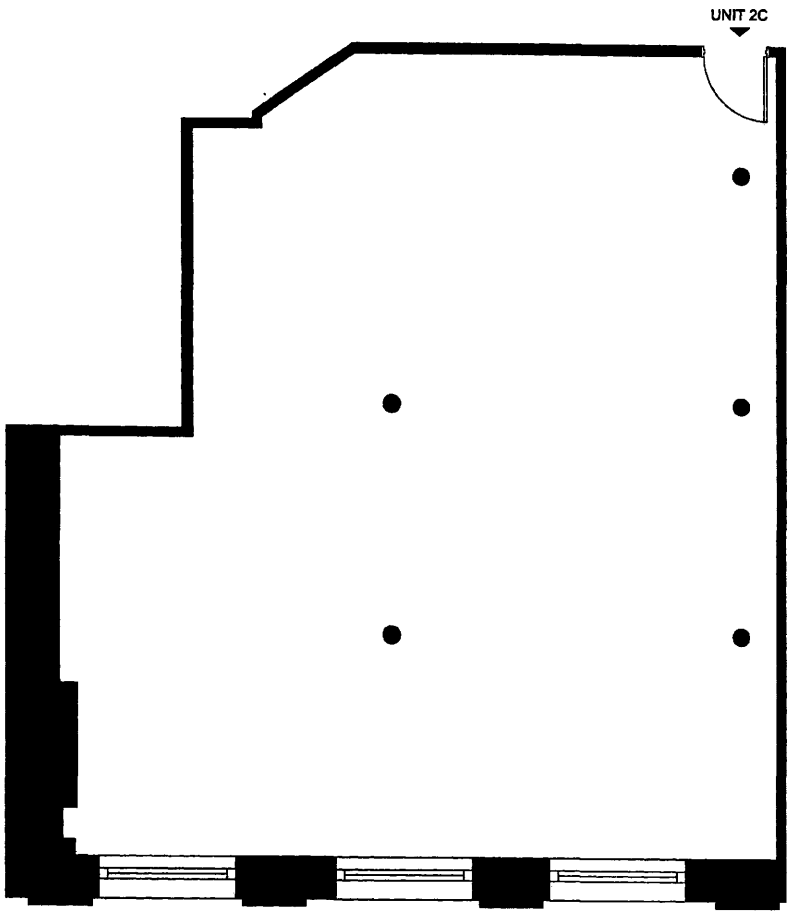


SCALE: 1/64"=1'-0"

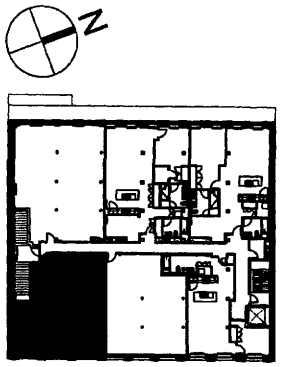
RESIDENCE 2B
FLOOR 2
AREA: 1,129 SQUARE FEET

57-63 GREENE STREET CONDOMINIUM	DATE: 1 Dec. 2014	A-2

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO TOLERANCES AND CONSTRUCTION VARIANCES.
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA.
SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.



SCALE: 1/8"=1'-0"

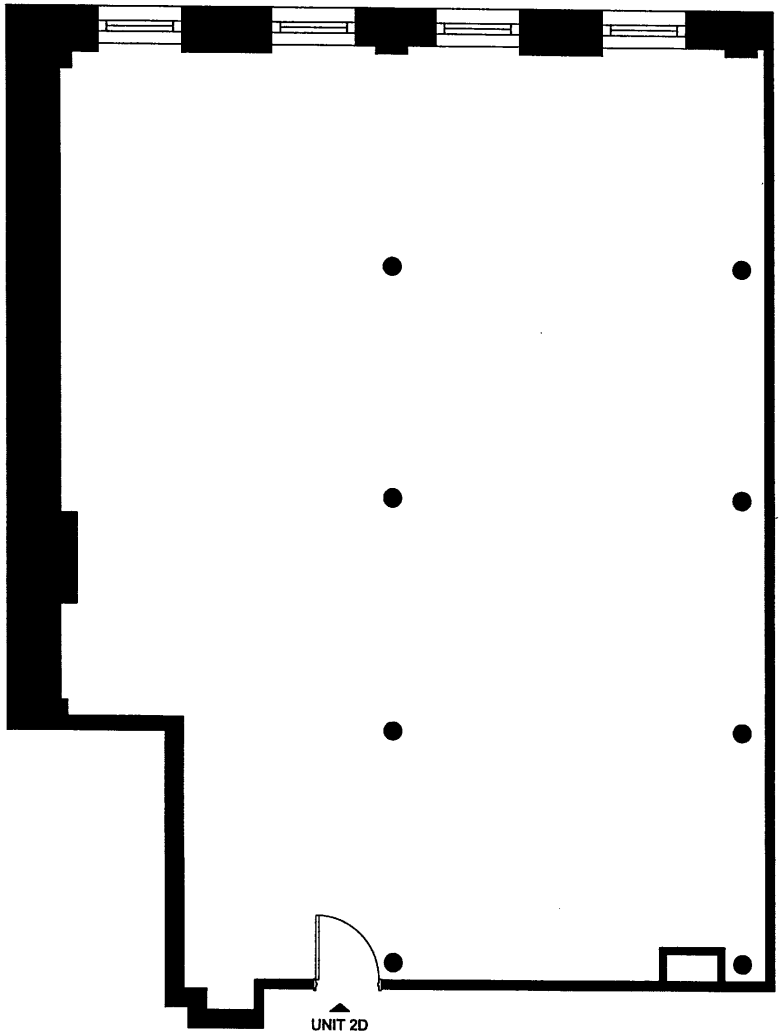


SCALE: 1/64"=1'-0"

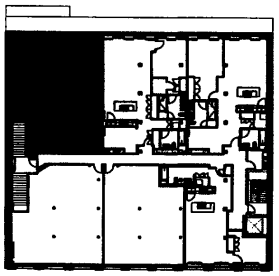
RESIDENCE 2C
FLOOR 2
AREA: 1,287 SQUARE FEET

57-63 GREENE STREET CONDOMINIUM	DATE: 1 Dec. 2014	A-3

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO TOLERANCES AND CONSTRUCTION VARIANCES.
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA.
SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.



SCALE: 1/8"=1'-0"

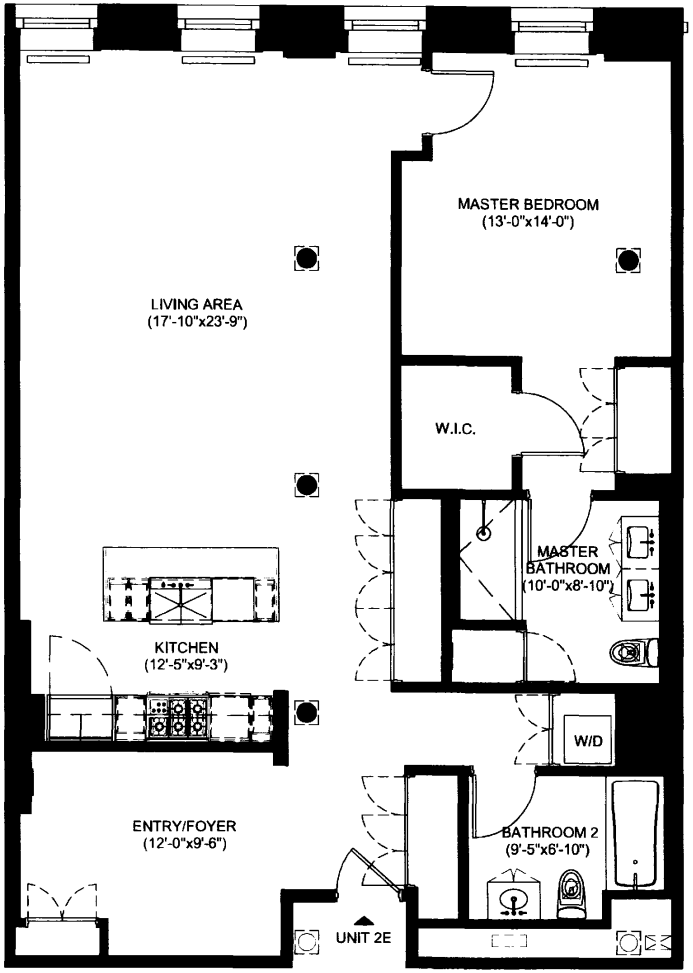


SCALE: 1/64"=1'-0"

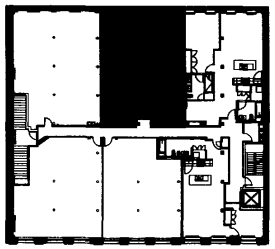
RESIDENCE 2D
FLOOR 2
AREA: 1,623 SQUARE FEET

57-63 GREENE STREET CONDOMINIUM	DATE: 1 Dec. 2014	A-4

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO TOLERANCES AND CONSTRUCTION VARIANCES.
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA.
SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.



SCALE: 1/8"=1'-0"



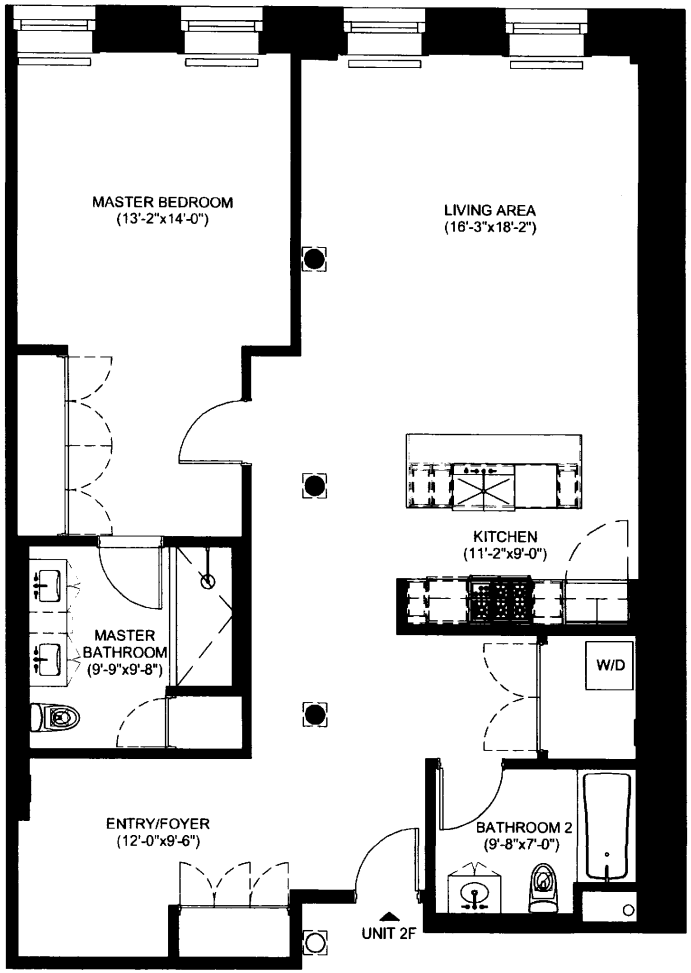
SCALE: 1/64"=1'-0"

RESIDENCE 2E
FLOOR 2
AREA: 1,446 SQUARE FEET

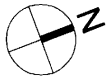
1 BEDROOM
2 BATH

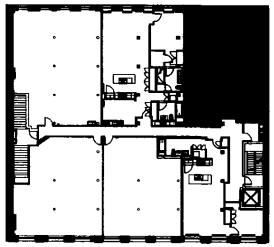
57-63 GREENE STREET CONDOMINIUM	DATE: 1 Dec. 2014 REV: 9 Oct. 2015	A-5

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO TOLERANCES AND CONSTRUCTION VARIANCES.
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA.
SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.



SCALE: 1/8"=1'-0"





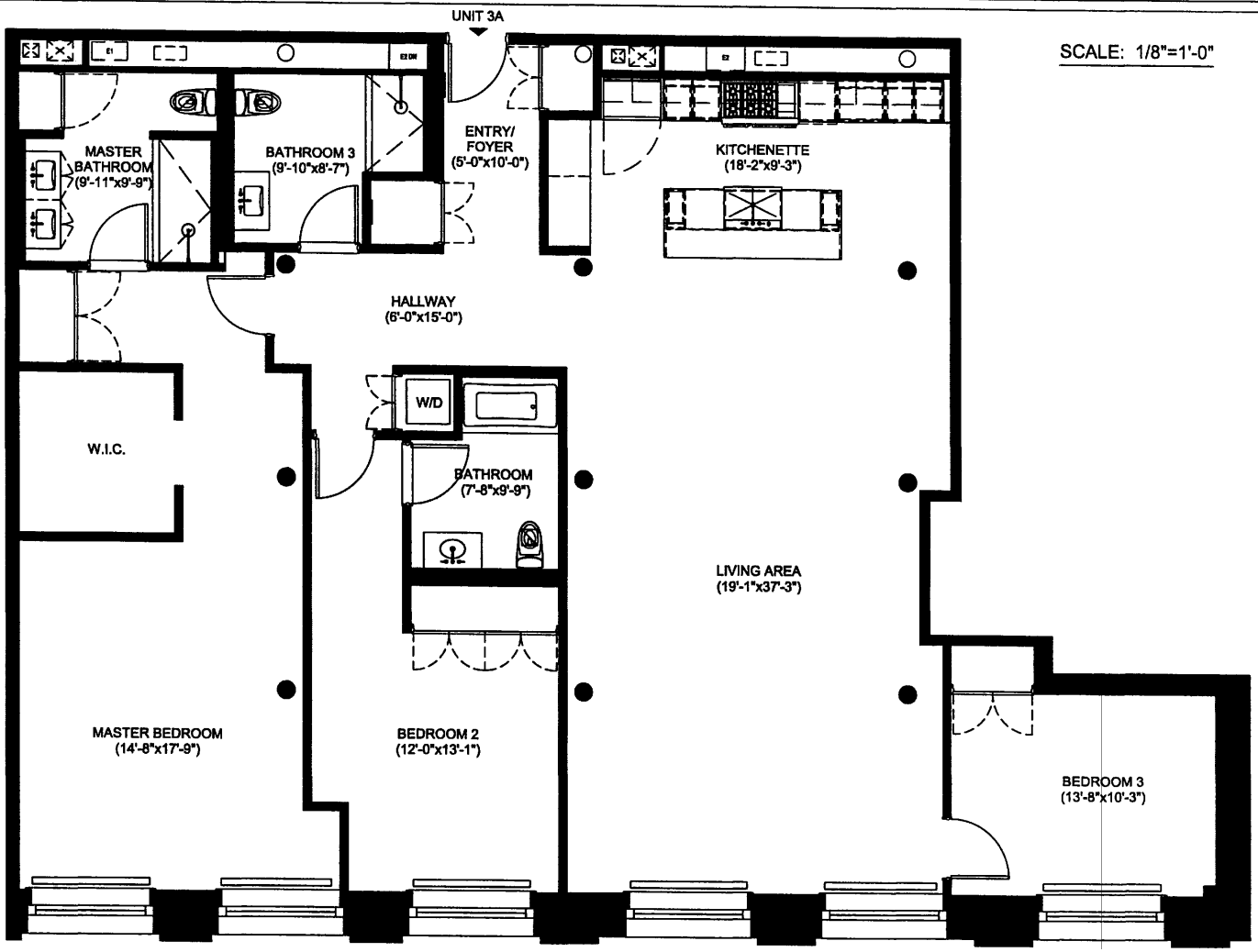
SCALE: 1/64"=1'-0"

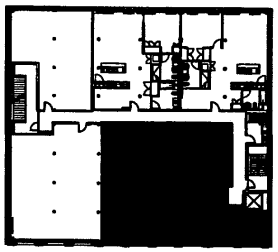
RESIDENCE 2F
FLOOR 2
AREA: 1,571 SQUARE FEET

1 BEDROOM
2 BATH

57-63 GREENE STREET CONDOMINIUM	DATE: 1 Dec. 2014 REV: 9 Oct. 2015	A-6

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO TOLERANCES AND CONSTRUCTION VARIANCES.
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA.
SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.





SCALE: 1/64"=1'-0"

RESIDENCE 3A
FLOOR 3
AREA: 2,400 SQUARE FEET

3 BEDROOM
3 BATH

57-63 GREENE STREET CONDOMINIUM	DATE: 1 Dec. 2014	A-7

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO TOLERANCES AND CONSTRUCTION VARIANCES.
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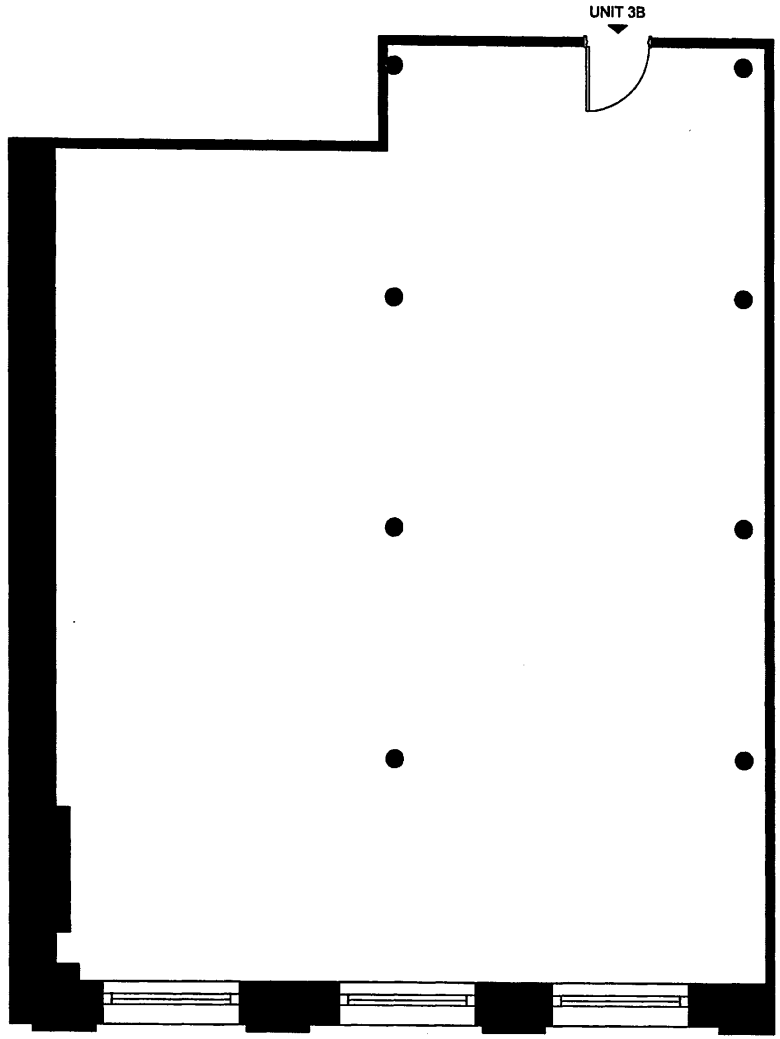

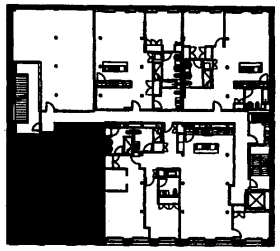

SCALE: 1/64"=1'-0"

RESIDENCE 3B
FLOOR 3
AREA: 1,569 SQUARE FEET

SCALE: 1/8"=1'-0"

57-63 GREENE STREET CONDOMINIUM	DATE: 1 Dec. 2014	A-8

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO TOLERANCES AND CONSTRUCTION VARIANCES.
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA.
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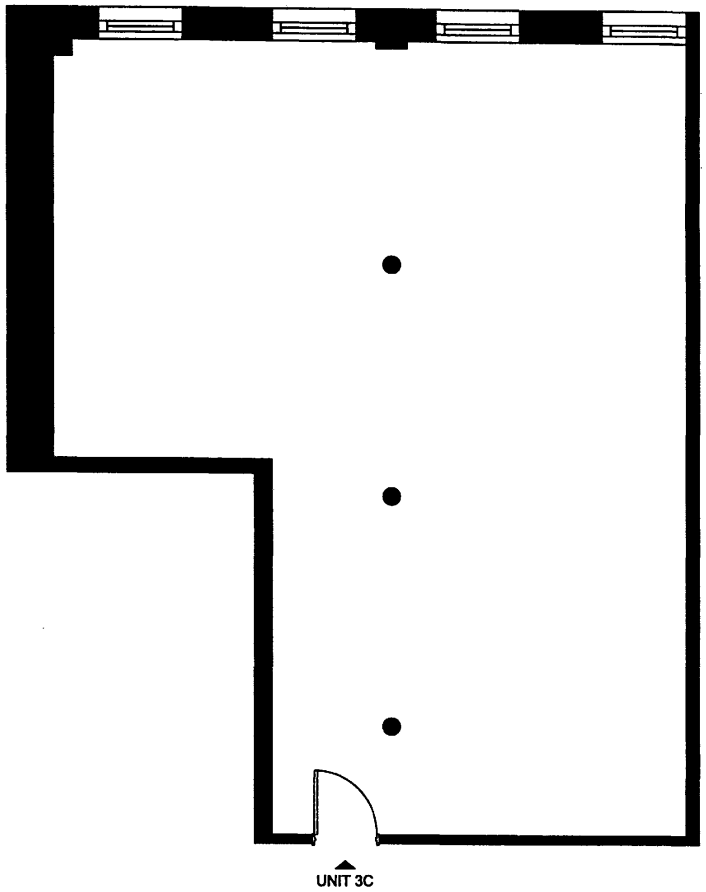
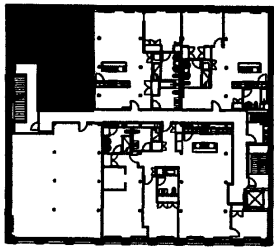


SCALE: 1/8"=1'-0"

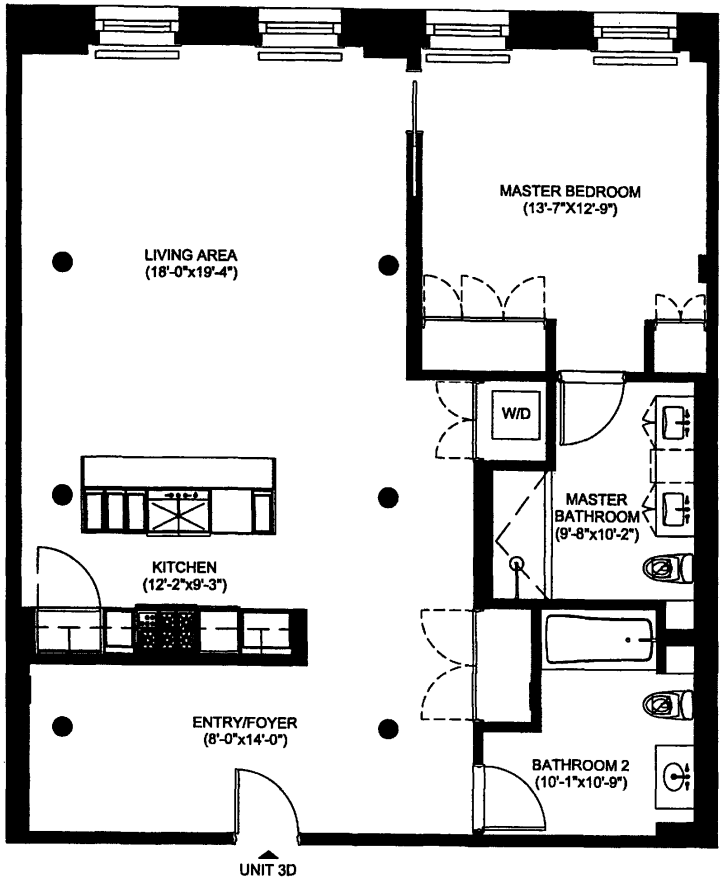


SCALE: 1/64"=1'-0"

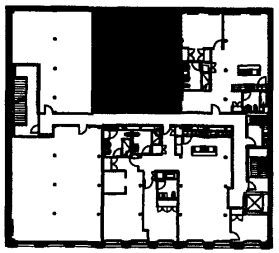
RESIDENCE 3C
FLOOR 3
AREA: 1,162 SQUARE FEET

57-63 GREENE STREET CONDOMINIUM	DATE: 1 Dec. 2014	A-9

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO TOLERANCES AND CONSTRUCTION VARIANCES.
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA.
SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.



SCALE: 1/8"=1'-0"



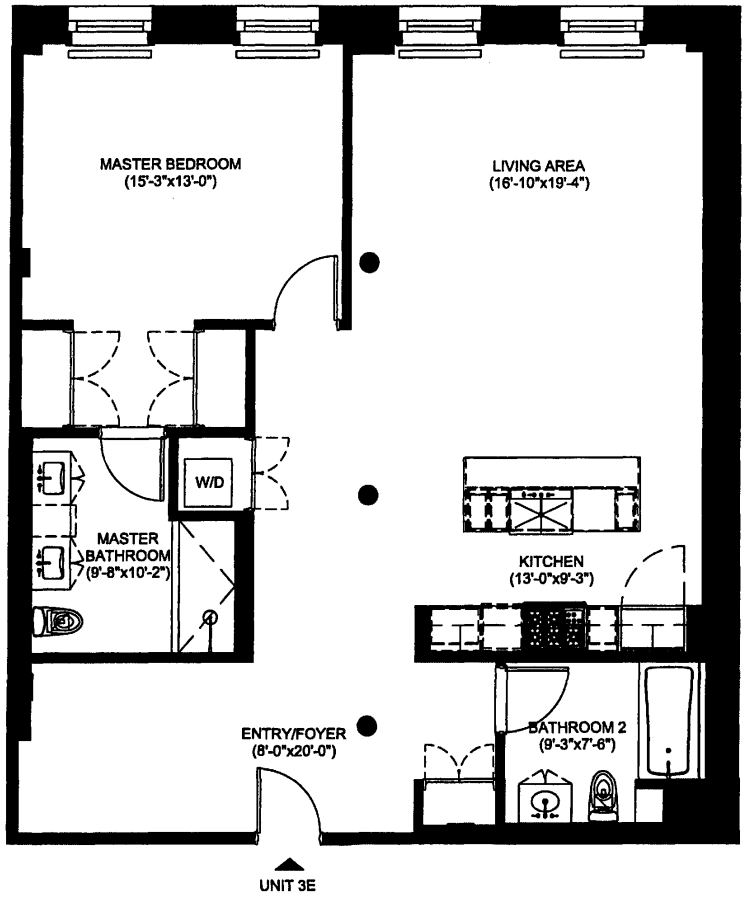
SCALE: 1/64"=1'-0"

RESIDENCE 3D
FLOOR 3
AREA: 1,242 SQUARE FEET

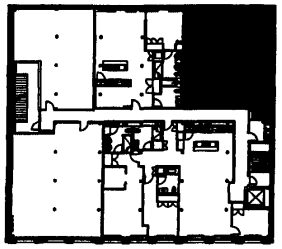
1 BEDROOM
2 BATH

57-63 GREENE STREET CONDOMINIUM	DATE: 1 Dec. 2014	A-10

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO TOLERANCES AND CONSTRUCTION VARIANCES.
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA.
SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.



SCALE: 1/8"=1'-0"



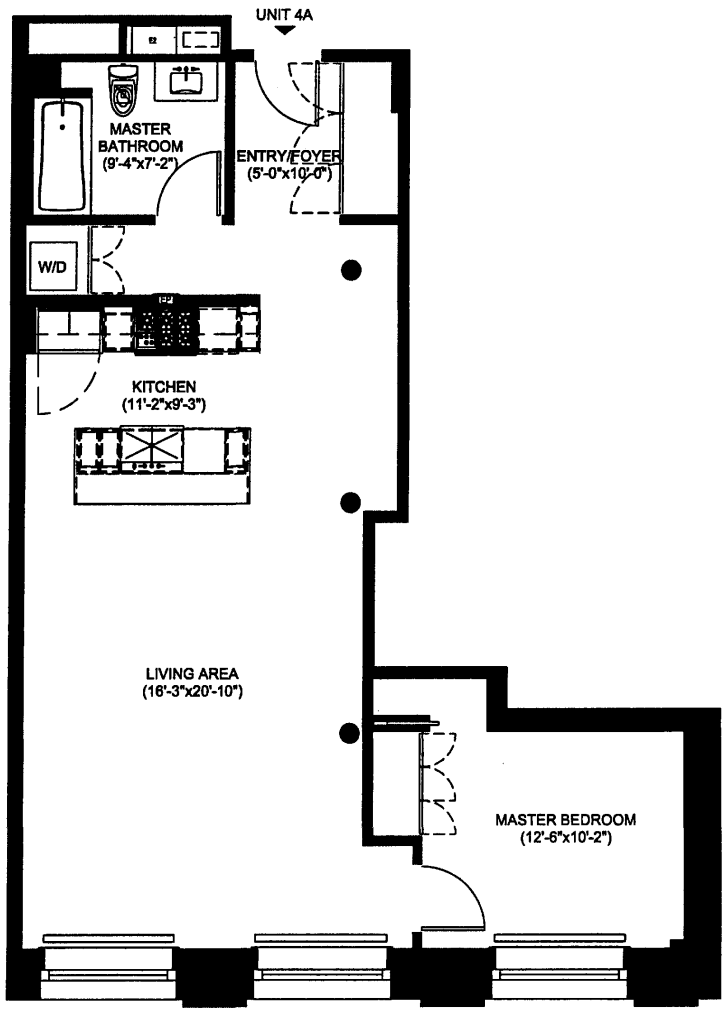
SCALE: 1/64"=1'-0"

RESIDENCE 3E
FLOOR 3
AREA: 1,336 SQUARE FEET

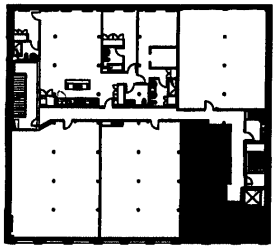
1 BEDROOM
2 BATH

57-63 GREENE STREET CONDOMINIUM	DATE: 1 Dec. 2014	A-11

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO TOLERANCES AND CONSTRUCTION VARIANCES.
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA.
SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.



SCALE: 1/8"=1'-0"



SCALE: 1/64"=1'-0"

RESIDENCE 4A
FLOOR 4
AREA: 999 SQUARE FEET

1 BEDROOM
1 BATH

57-63 GREENE STREET CONDOMINIUM	DATE: 1 Dec. 2014	A-12

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO TOLERANCES AND CONSTRUCTION VARIANCES.
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA.
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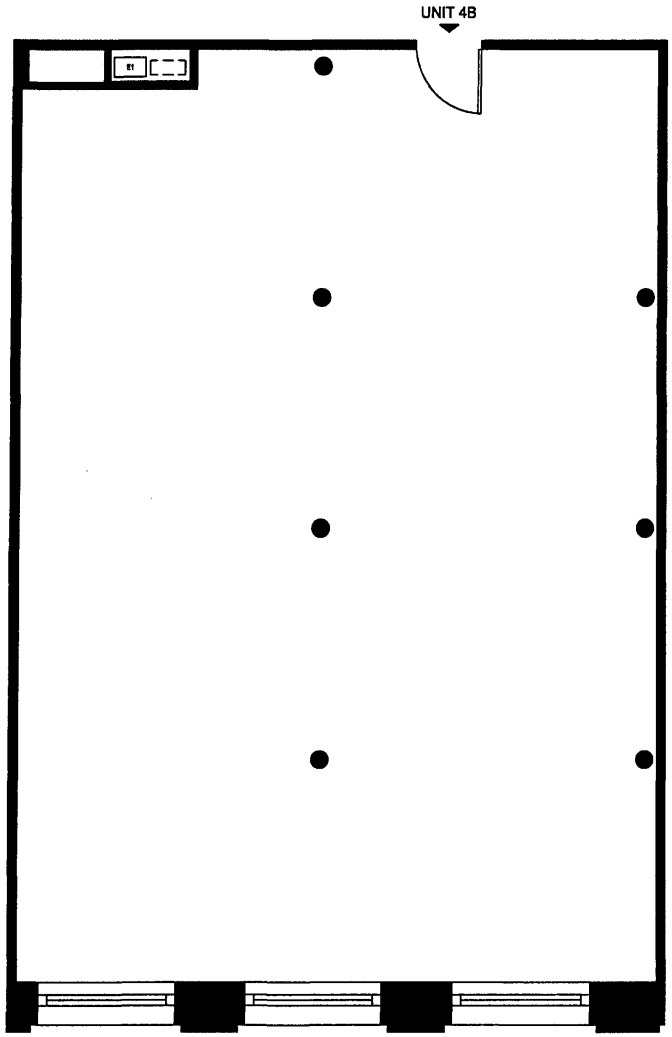
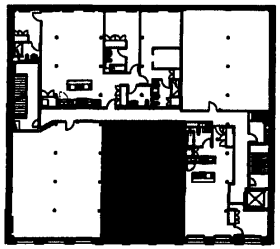


SCALE: 1/8"=1'-0"



SCALE: 1/64"=1'-0"

RESIDENCE 4B
FLOOR 4
AREA: 1,399 SQUARE FEET

57-63 GREENE STREET CONDOMINIUM	DATE: 1 Dec. 2014	A-13

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO TOLERANCES AND CONSTRUCTION VARIANCES.
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA.
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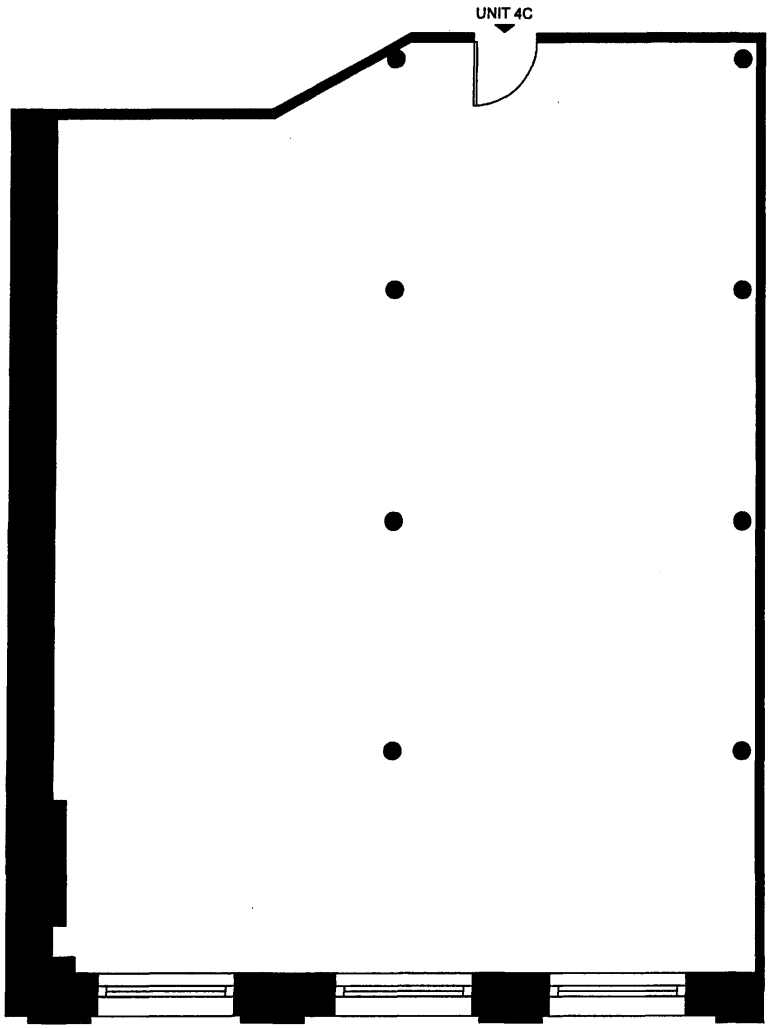
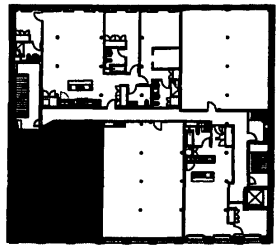


SCALE: 1/8"=1'-0"



SCALE: 1/64"=1'-0"

RESIDENCE 4C
FLOOR 4
AREA: 1,543 SQUARE FEET

57-63 GREENE STREET CONDOMINIUM	DATE: 1 Dec. 2014	A-14

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO TOLERANCES AND CONSTRUCTION VARIANCES.
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA.
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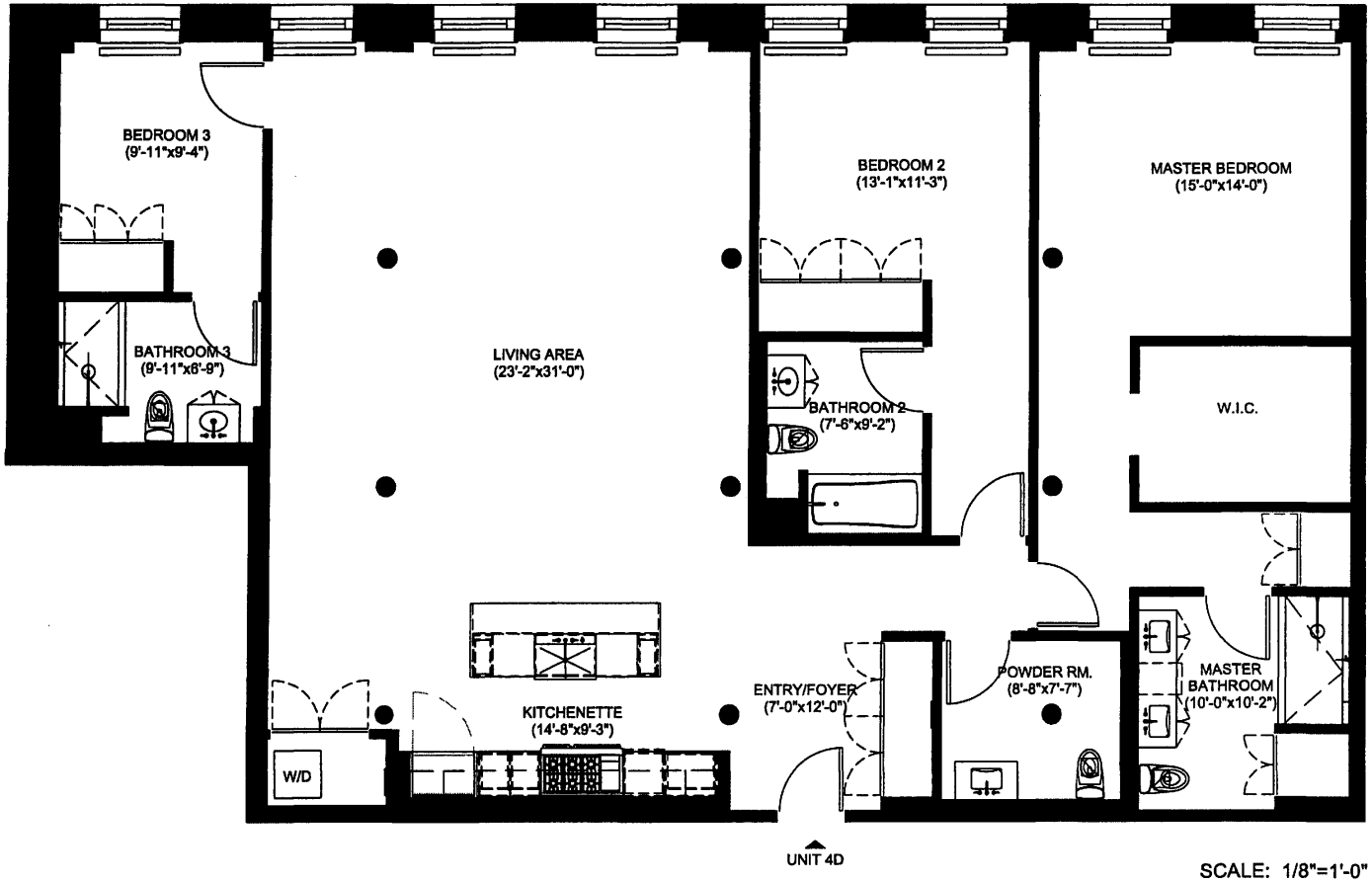
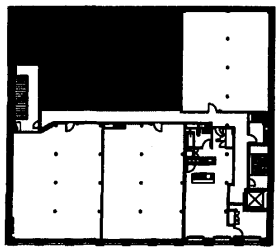


SCALE: 1/8"=1'-0"



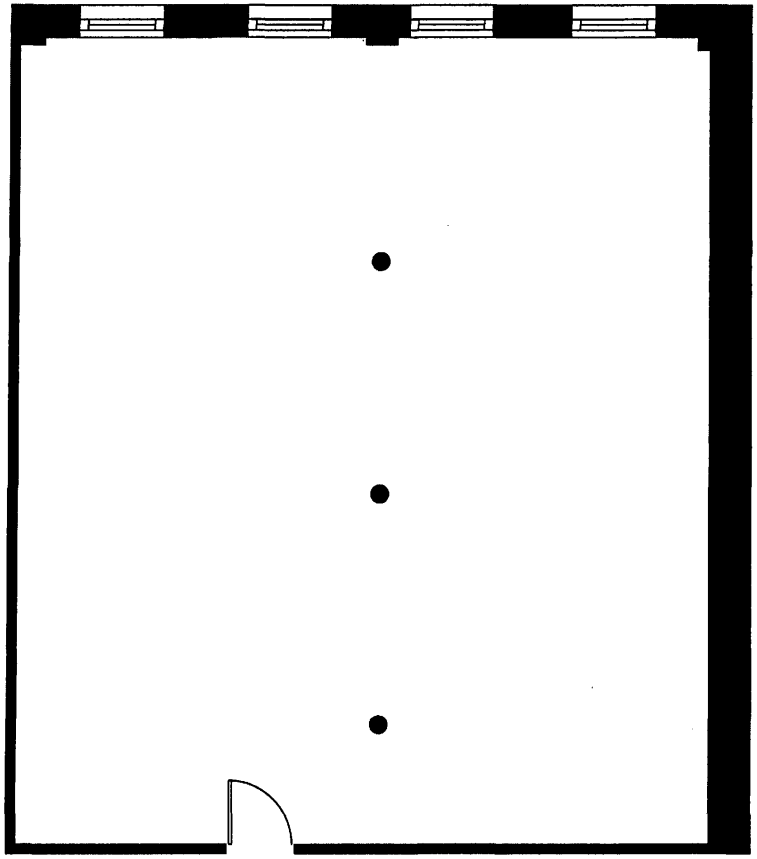
SCALE: 1/64"=1'-0"

RESIDENCE 4D
FLOOR 4
AREA: 2,407 SQUARE FEET

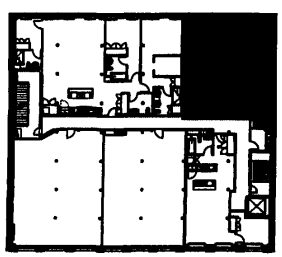
3 BEDROOM
3 BATH
POWDER ROOM

57-63 GREENE STREET CONDOMINIUM	DATE: 1 Dec. 2014	A-15

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO TOLERANCES AND CONSTRUCTION VARIANCES.
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA.
SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.



SCALE: 1/8"=1'-0"



SCALE: 1/64"=1'-0"

RESIDENCE 4E
FLOOR 4
AREA: 1,422 SQUARE FEET

57-63 GREENE STREET CONDOMINIUM	DATE: 1 Dec. 2014	A-16

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO TOLERANCES AND CONSTRUCTION VARIANCES.
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
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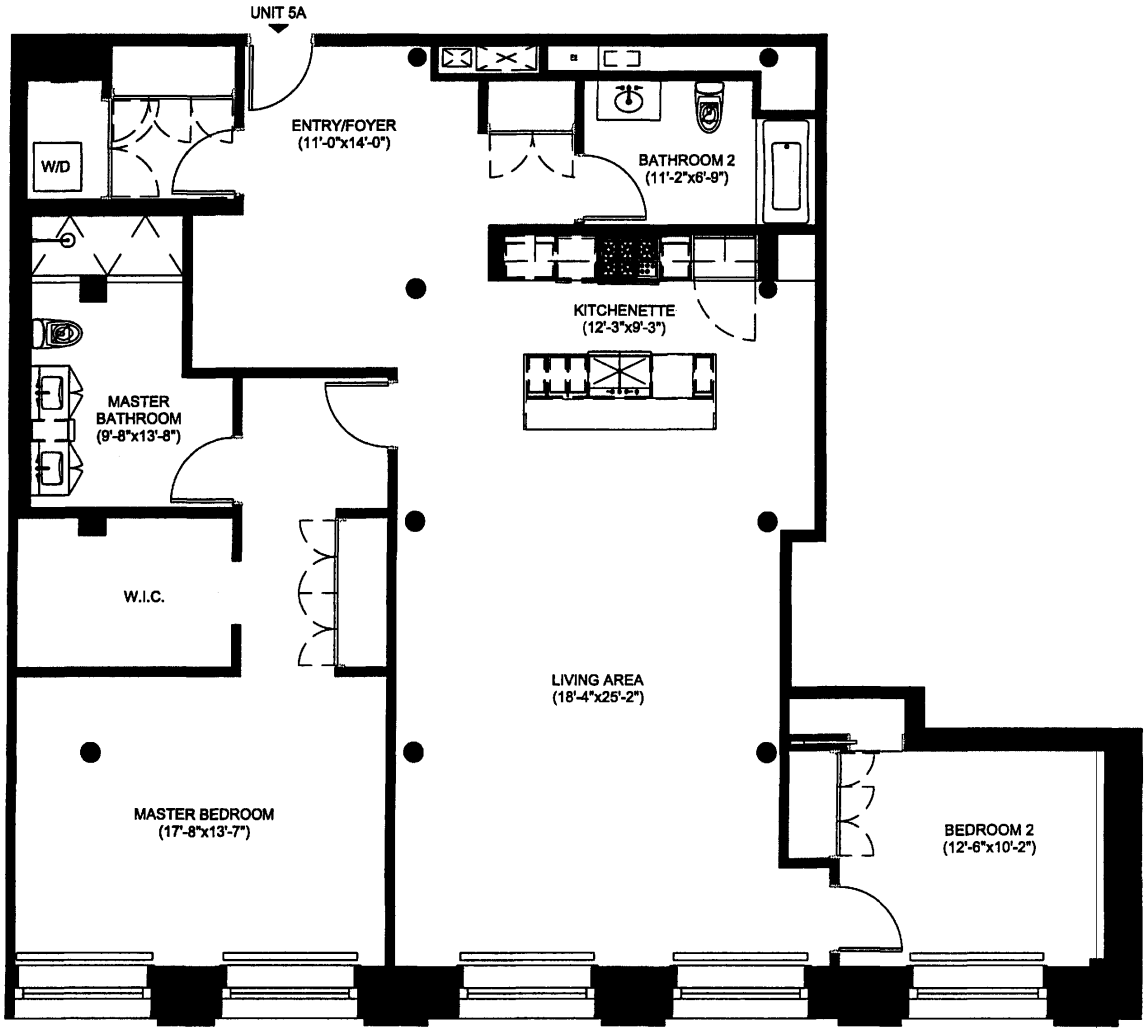
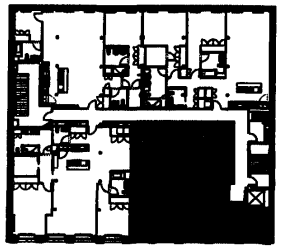


SCALE: 1/8"=1'-0"



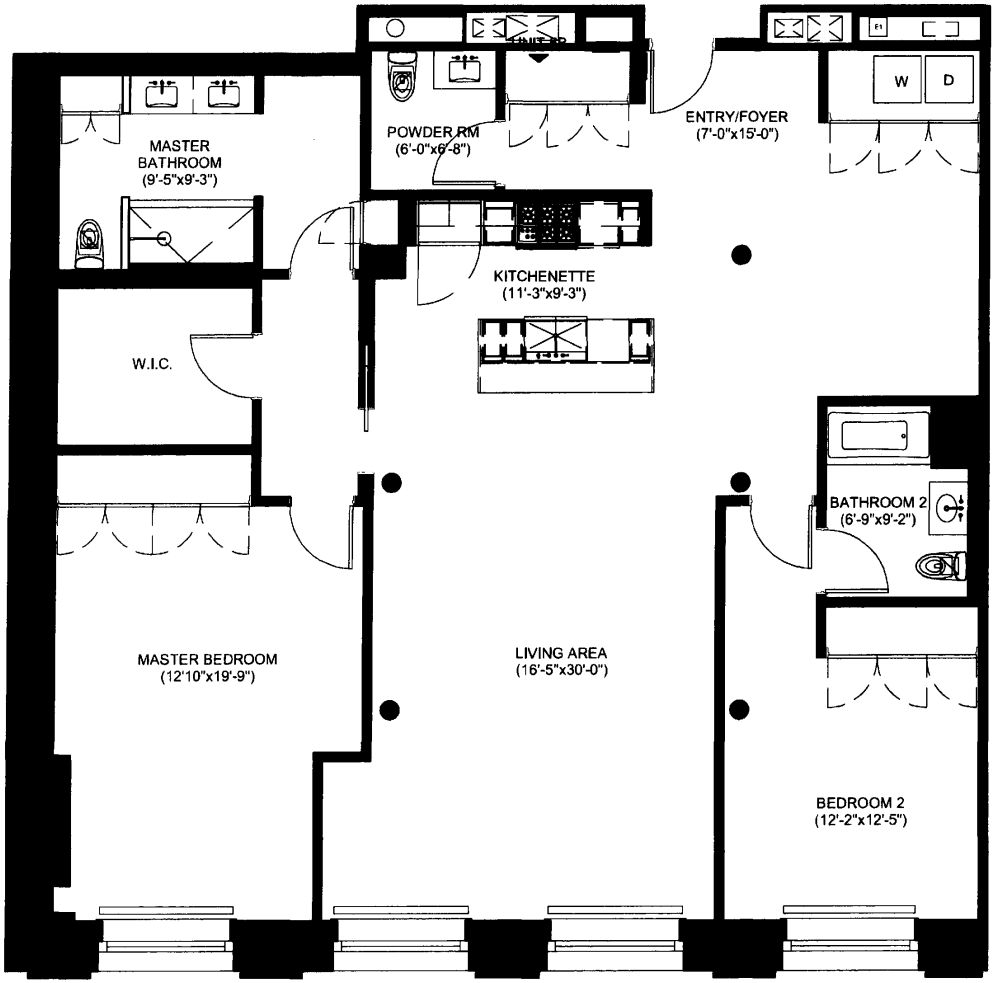
SCALE: 1/64"=1'-0"

RESIDENCE 5A
FLOOR 5
AREA: 1,953 SQUARE FEET

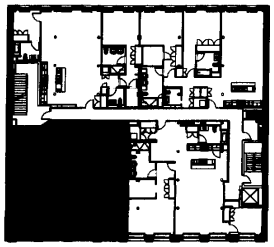
2 BEDROOM
2 BATH

57-63 GREENE STREET CONDOMINIUM	DATE: 1 Dec. 2014	A-17

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO TOLERANCES AND CONSTRUCTION VARIANCES.
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA.
SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.



SCALE: 1/8"=1'-0"



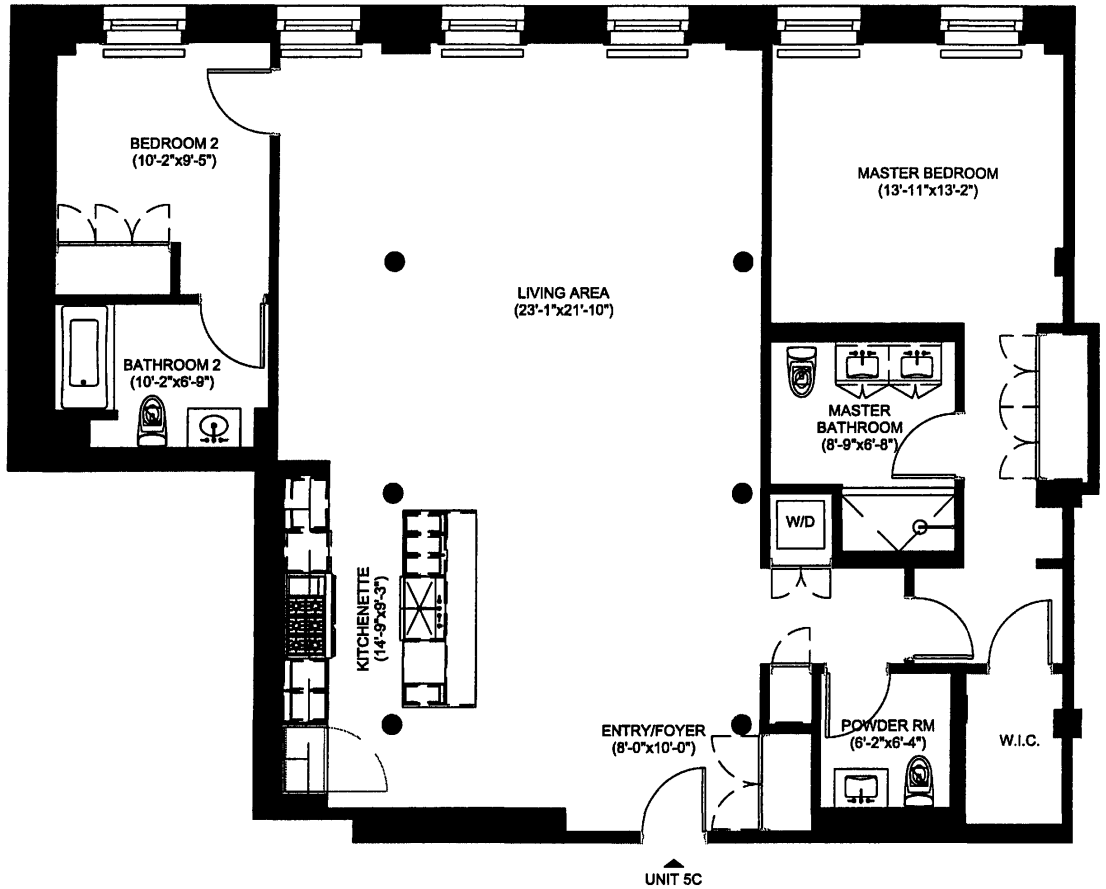
SCALE: 1/64"=1'-0"

RESIDENCE 5B
FLOOR 5
AREA: 2,069 SQUARE FEET

2 BEDROOM
2 BATH
POWDER ROOM

57-63 GREENE STREET CONDOMINIUM	DATE: 1 Dec. 2014 REV: 9 Oct. 2015	A-18

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO TOLERANCES AND CONSTRUCTION VARIANCES.
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA.
SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.



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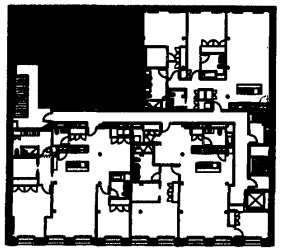


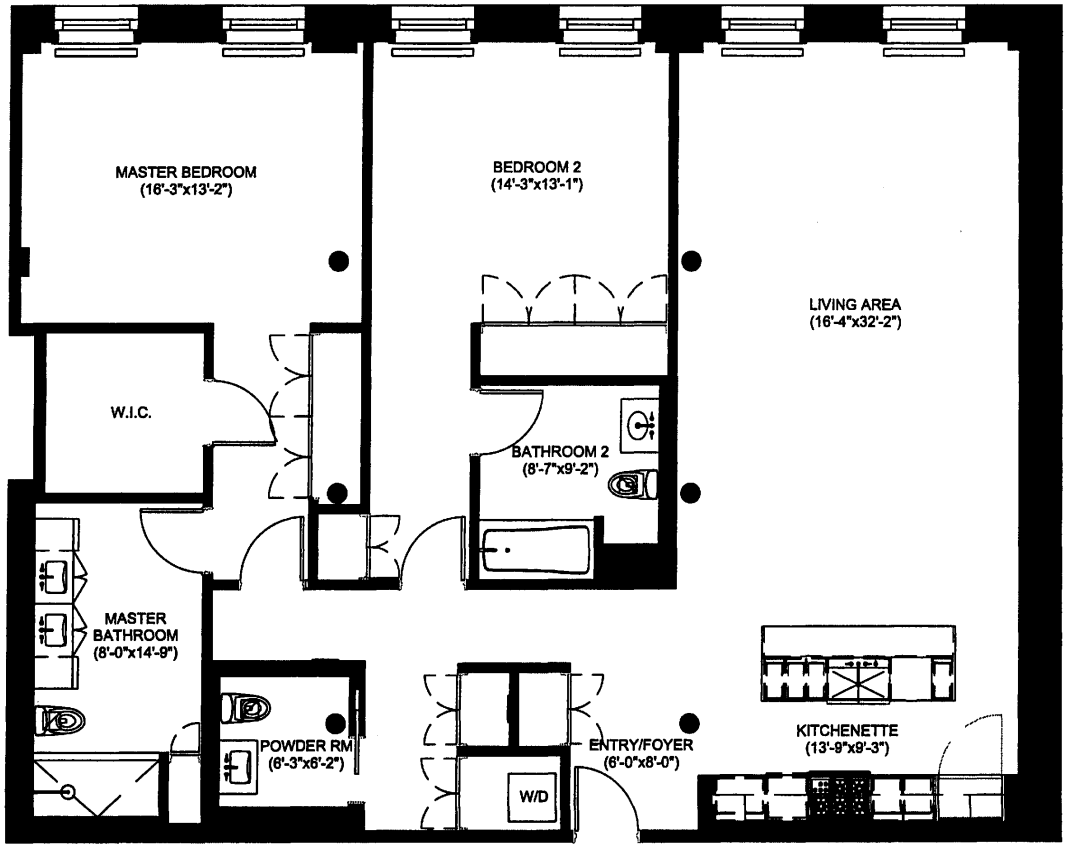
SCALE: 1/64"=1'-0"

RESIDENCE 5C
FLOOR 5
AREA: 1,768 SQUARE FEET

2 BEDROOM
2 BATH
POWDER ROOM

57-63 GREENE STREET CONDOMINIUM	DATE: 1 Dec. 2014	A-19

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO TOLERANCES AND CONSTRUCTION VARIANCES.
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA.
SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.



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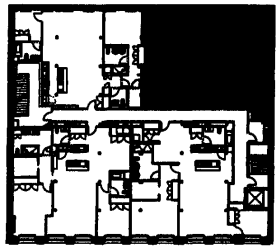


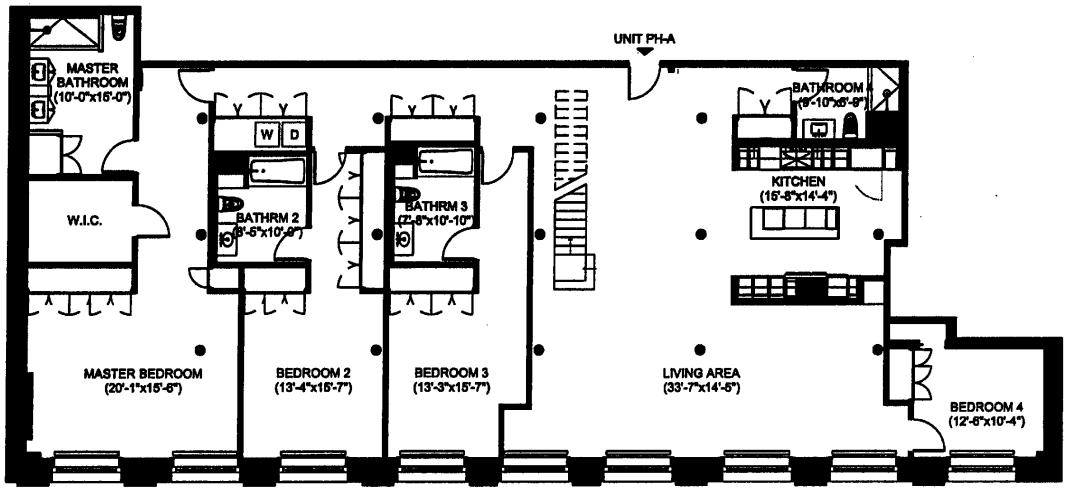
SCALE: 1/64"=1'-0"

RESIDENCE 5D
FLOOR 5
AREA: 1,928 SQUARE FEET

2 BEDROOM
2 BATH
POWDER ROOM

57-63 GREENE STREET CONDOMINIUM	DATE: 1 Dec. 2014	A-20

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO TOLERANCES AND CONSTRUCTION VARIANCES.
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA.
SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.



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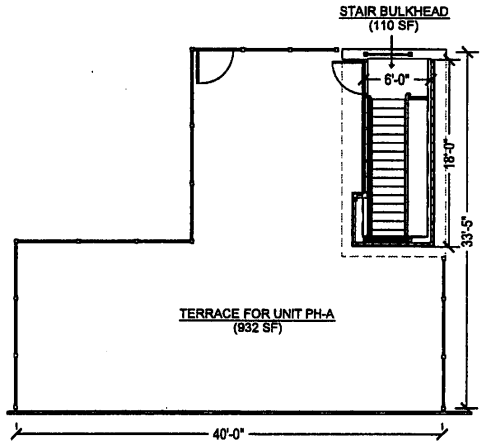

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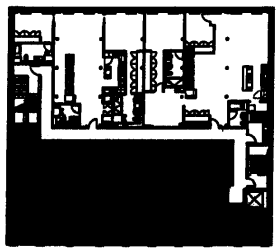


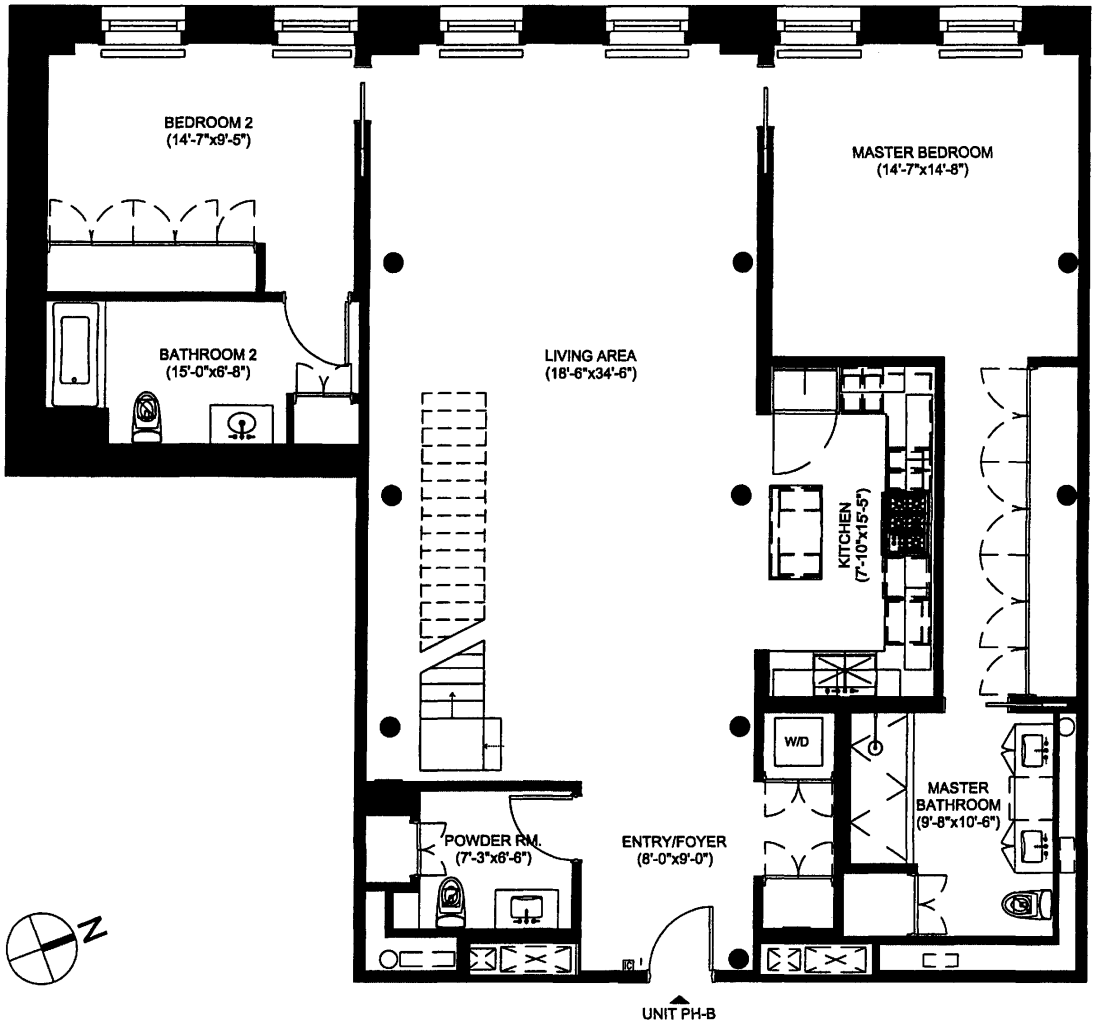
SCALE: 1/64"=1'-0"

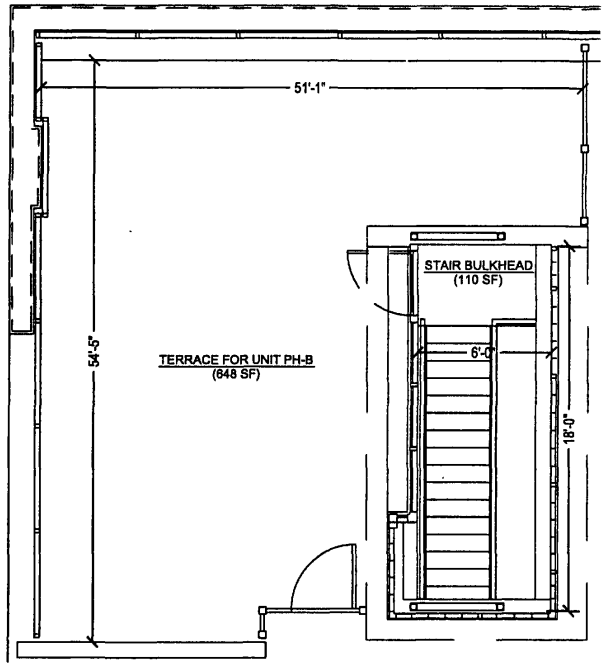
RESIDENCE PH-A
FLOOR 6
AREA: 3,597 SQUARE FEET
STAIR BULKHEAD: 110 SQUARE FEET

4 BEDROOM
4 BATH

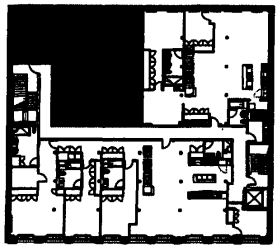
57-63 GREENE STREET CONDOMINIUM	DATE: 1 Dec. 2014	A-21

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO TOLERANCES AND CONSTRUCTION VARIANCES.
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA.
SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.





SCALE: 1/8"=1'-0"



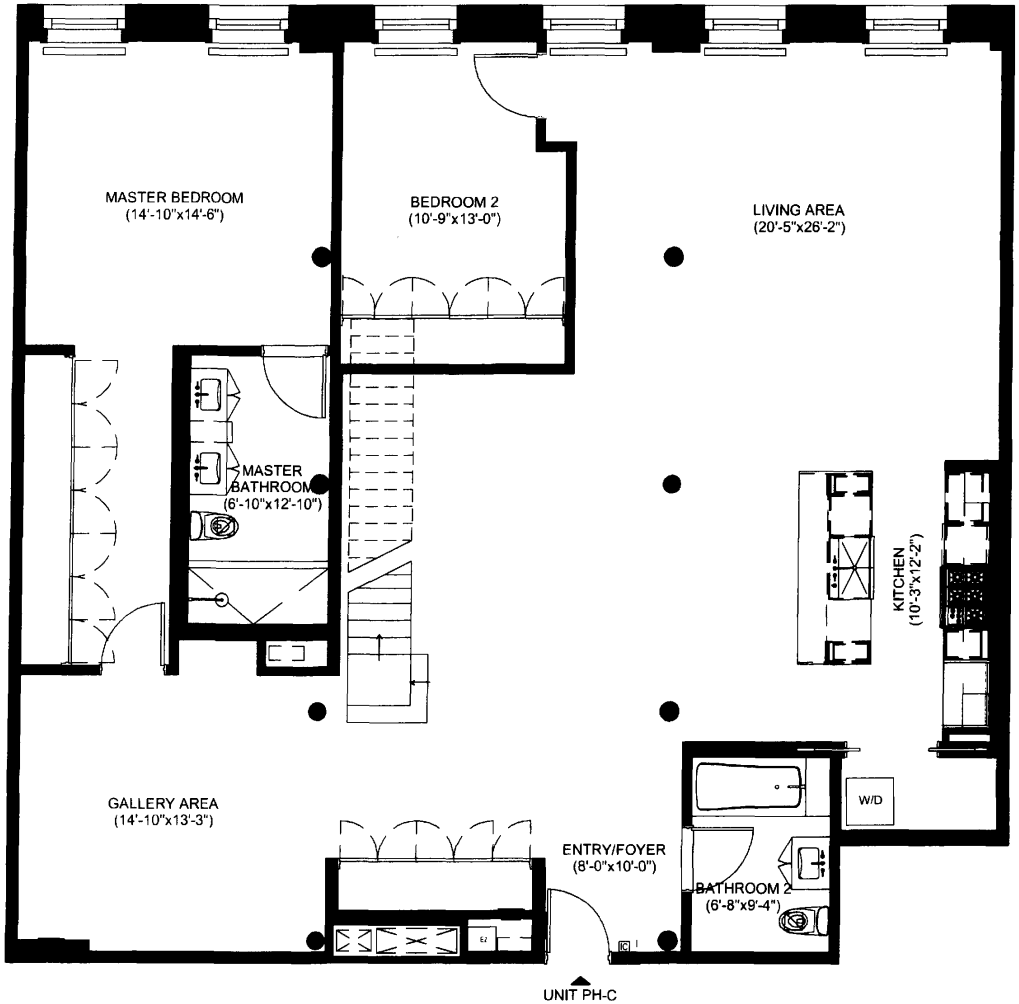
SCALE: 1/64"=1'-0"

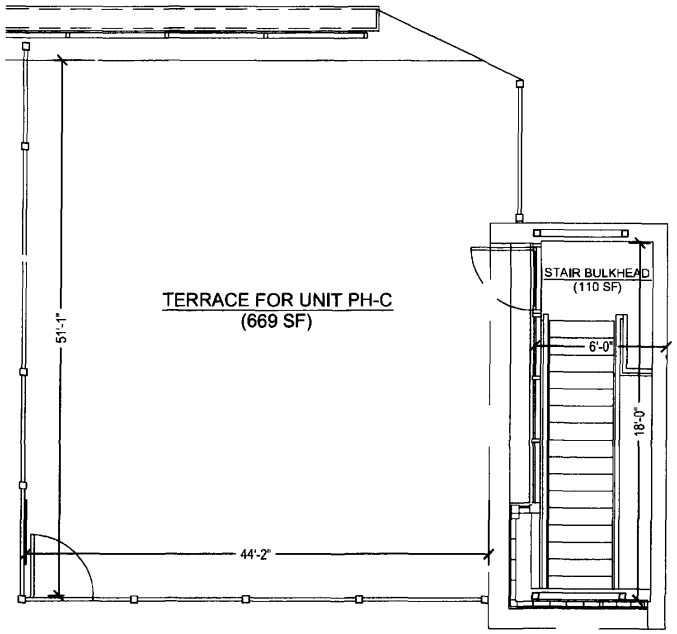
RESIDENCE PH-B
FLOOR 6
AREA: 1,923 SQUARE FEET
STAIR BULKHEAD: 110 SQUARE FEET

2 BEDROOM
2 BATH
POWDER RM.

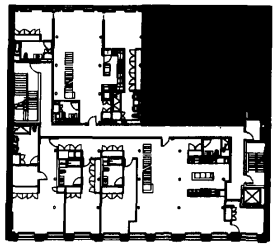
57-63 GREENE STREET CONDOMINIUM	DATE: 1 Dec. 2014	A-22

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO TOLERANCES AND CONSTRUCTION VARIANCES.
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA.
SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.





SCALE: 1/8"=1'-0"



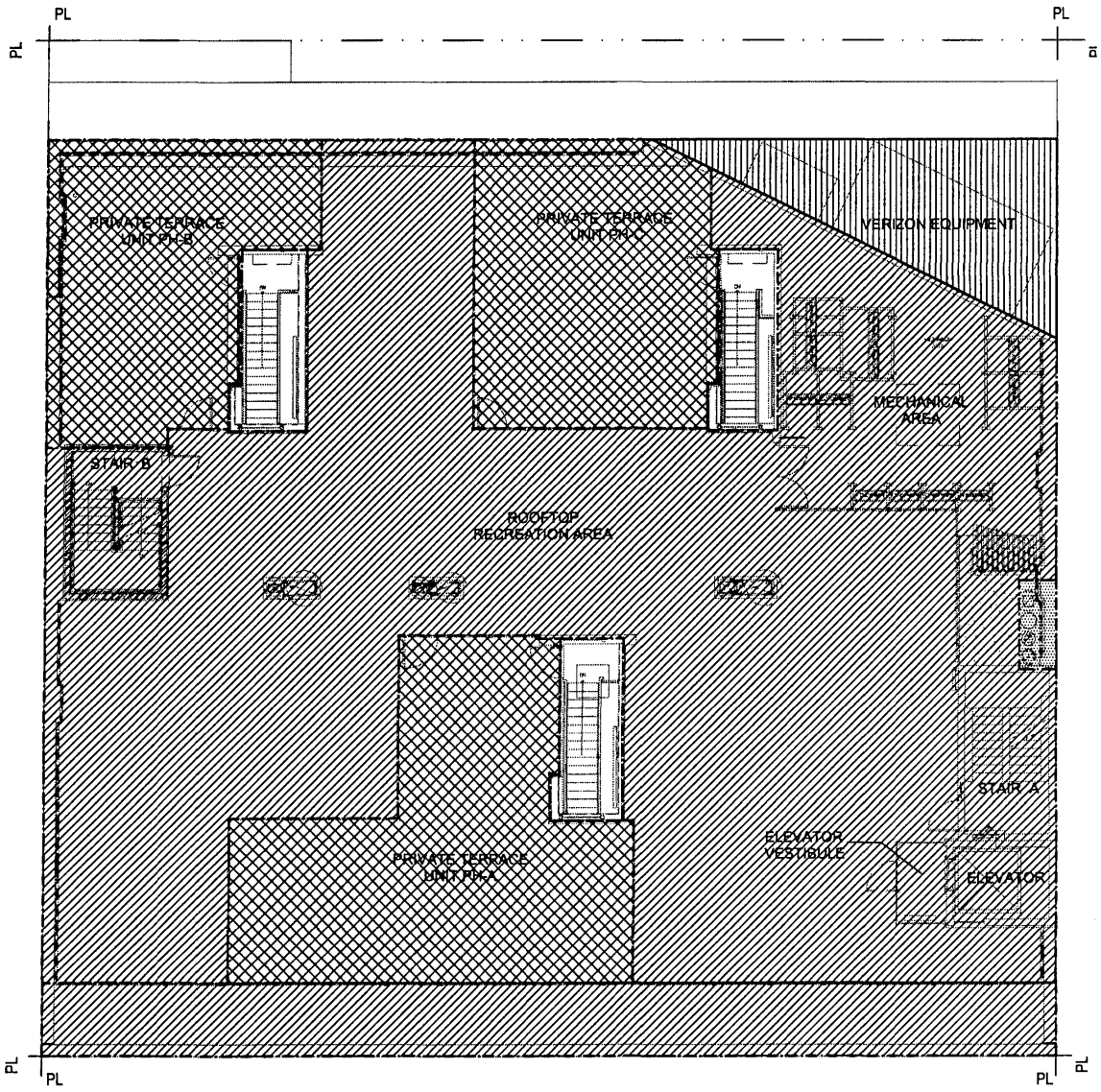
SCALE: 1/64"=1'-0"

RESIDENCE PH-C
FLOOR 6
AREA: 2,178 SQUARE FEET
STAIR BULKHEAD: 110 SQUARE FEET

2 BEDROOM
2 BATH

57-63 GREENE STREET CONDOMINIUM	DATE: 1 Dec. 2014 REV: 9 Oct. 2015	A-23

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO TOLERANCES AND CONSTRUCTION VARIANCES.
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA.
SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.



KEY

- LOFT UNIT (LU) OR COMMERCIAL UNIT (CU)
- GENERAL COMMON ELEMENT (GCE)
- LOFT COMMON ELEMENT (LCE)
- LIMITED LOFT COMMON ELEMENT (LLCE)
- COMMERCIAL LIMITED COMMON ELEMENT (CLCE)

SCALE: 1/16"=1'-0"

57-63 GREENE STREET CONDOMINIUM	DATE: 1 Dec. 2014	A-24

N

ROOF
AREA: 8,950 SQUARE FEET

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO TOLERANCES AND CONSTRUCTION VARIANCES.
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA.
SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

PURCHASE AGREEMENT

PURCHASE AGREEMENT

GREENE MERCER HOLDINGS LLC

Sponsor

With

Purchaser

For Unit Number _____
57-63 Greene Street Condominium
57-63 Greene Street
New York, New York 10012

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SCHEDULE F

UNIT NUMBER _____

57-63 GREENE STREET CONDOMINIUM
57-63 GREENE STREET
NEW YORK, NEW YORK 10012

(TO BE EXECUTED IN QUINTUPLICATE)

AGREEMENT, made as of _____, _____, between Sponsor (defined below) 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 57-63 Greene Street Condominium dated _____, 201__ and all amendments thereto, if any, filed with the Department of Law of the State of New York (hereinafter, collectively, referred to as the "Plan") at least 3 business days prior to Purchaser's signing this Agreement, unless fewer than three (3) business days remain in the statutory time period for Sponsor to declare the Plan effective, in accordance with the terms and provisions of the Plan. If Purchaser is not a Tenant Purchaser and 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 the Selling Agent, unless fewer than three (3) business days remain in the statutory time period for Sponsor to declare the Plan effective, in accordance with the terms and provisions of the Plan. **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, except as to inconsistencies arising from changes to the Purchase Agreement negotiated between Sponsor and Purchaser. 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 Greene Mercer Holdings LLC, having an office at 11 East 44th Street, Suite 1000, New York, New York 10017. 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 Gerstein Strauss & Rinaldi LLP, having an address at 57 West 38th Street, New York, New York 10018; Attention: Lisa J. Rinaldi, Esq., Telephone Number (212) 398-7900. Facsimile Number (212) 575-2387. E-mail: LRinaldi@GSRLaw.com

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

2.5 "Selling Agent" means Stribling Marketing Associates, LLC.

2.6 "Co-Broker" means _____.

2.7 "Escrow Agent" means Attorney for Sponsor.

3. THE UNIT.

Upon and subject to the terms and conditions set forth herein, Sponsor agrees to sell and convey, and Purchaser agrees to purchase, the Unit(s), having the Unit Number(s) in the Declaration, together with (its) (their) undivided % of interest in the Common Elements appurtenant to such Unit(s) set forth below:

UNIT NO.	% OF COMMON INTEREST	PURCHASE PRICE

4. PURCHASE PRICE.

4.1 The purchase price for the Unit is $_____ and for the License for Storage Bin #_____ is $_____ (collectively "Purchase Price").

The Purchase Price is payable as follows:

(a) $_____ (the "Deposit"), (ten percent (10%) of the Purchase Price) due upon Purchaser's signing and submitting this Agreement, by check (subject to collection), receipt of which is hereby acknowledged;

(b) $_____ (the "Additional Deposit"), (ten percent (10%) of the Purchase Price) due upon _____ (sixty days after the date of this Agreement). The Deposit and the Additional Deposit are hereafter collectively referred to as the "Deposit". Purchaser's failure to timely deliver the Additional Deposit shall be a default under the terms of this Agreement.

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

4.2 All checks shall represent United States currency, be drawn on or issued by a 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 "Gerstein Strauss & Rinaldi LLP as Escrow Agent." The balance of the Purchase Price shall be made payable to the direct order of "Greene Mercer Holdings LLC" (or such other party as Sponsor directs to Purchaser, in writing at least 3 days 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 14 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 the 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 Gerstein Strauss & Rinaldi, LLP, as escrow agent ("Escrow Agent") and shall be held in accordance with the Escrowed Funds Rider annexed hereto as Schedule A and the section of the Plan entitled "Escrow and Trust Fund Requirements". 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. If Purchaser shall default on his obligations under this Agreement, and Sponsor does not pursue a specific performance claim against Purchaser, then the Deposit shall be released to Sponsor as liquidated damages, and thereafter, neither party shall have any further rights or obligations against or to each other. In the event Sponsor is unable to 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 Gerstein Strauss & Rinaldi, LLP, 57 West 38th Street, 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 written notice ("Initial Closing Notice"). After sending the Initial Closing Notice, Sponsor may, from time to time, adjourn the date and hour for Closing on notice to Purchaser, which notice shall fix a new date, hour and place for the Closing of Title. Only the Initial Closing Notice will require 30 days notice.

6.2 The term "Closing Date" "Closing" "Closing of Title" or words of similar import, whenever used herein, shall mean the date designated by Sponsor on which the deed to the Unit is delivered to Purchaser, or any adjourned date fixed by Sponsor pursuant to subsection 6.1 hereof.

7. DELIVERY OF THE DEED AND UNIT POWER OF ATTORNEY.

7.1 At the Closing of Title, Sponsor shall deliver to Purchaser a bargain and sale deed with covenant against grantor's acts conveying fee simple title to the Unit to Purchaser, subject only to the liens, encumbrances, and title conditions set forth on Schedule B 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 execute a New York City and New York State Transfer Tax return and any other forms then required by law, all of which shall be prepared by Sponsor. Notwithstanding anything set forth to the contrary, Purchaser shall remain liable for and pay the New York State Mansion Tax.

7.2 At the Closing of Title and simultaneously with the delivery of the deed conveying the Unit to Purchaser, Purchaser shall execute and acknowledge a power of attorney to the Condominium Board prepared by Sponsor substantially in the form set forth in Part II of the Plan.

7.3 At the Closing of Title, Purchaser shall execute whatever other documents are reasonably necessary or customary in connection with the conveyance of a Condominium Unit, including but not limited to title affidavits, real property transfer tax forms, etc.

7.4 The executed deed and power of attorney to the Condominium Board shall be delivered to the representative of the title company insuring Purchaser's title (or, if no such representative is present, then to Sponsor's attorney) for recording in the City Register's Office, which recording shall be at Purchaser's expense. After being recorded, (i) the deed shall be returned to Purchaser or Purchaser's attorney and (ii) the power of attorney shall be sent to the Condominium Board.

7.5 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 good and insurable title in fee simple to the Unit, free and clear of all liens and encumbrances other than those expressly agreed to by Purchaser or set forth in Schedule B annexed hereto and made a part hereof. Any lien and encumbrance or condition to which title is not to be subject shall not be an objection to title if (a) the instrument required to remove it of record is delivered at or prior to the Closing of Title to the proper party or to Purchaser's title insurance company, together with the attendant recording or filing fee, if any, or (b) Royal Abstract of New York LLC ("Title Company") is or would be willing, in a fee policy issued by it to the 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 at no additional cost or additional premium, to Purchaser.

8.2 Sponsor shall be entitled to adjourn the Closing at any time to remove or correct any defect in title which is not set forth in Schedule B. If Sponsor does adjourn the Closing, Sponsor shall give Purchaser at least 5 business days prior written notice to Purchaser's attorney of the rescheduled Closing Date.

8.3 If, subsequent to the Closing of Title, Purchaser claims that Sponsor did not convey good and insurable title in fee simple 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. 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 Title Company shall be deducted from the loss or damage collectable against Sponsor. Nothing contained in this subparagraph shall be construed to waive any of Purchaser's rights or abrogate any of Sponsor's obligations under the Plan or Article 23-A of the General Business Law.

9. CLOSING ADJUSTMENTS.

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

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

(b) Common Charges and assessments for the month in which title closes; and

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

(d) if the Unit has not been separately assessed, Purchaser shall pay to either Sponsor or the Condominium an amount equal to Purchaser's proportionate share (based upon the percentage of Common Elements owned by such Unit Owner) of the amount of real estate taxes that may be owed for each fiscal tax year (or part thereof) occurring after the fiscal tax period in which the Closing occurs until the Units are separately assessed. These funds will be held in escrow by either the Condominium or the Sponsor and used to either reimburse Sponsor for taxes Sponsor has paid or to pay the next installments of real estate taxes.

9.2 If a Unit has been separately assessed but the Closing of Title occurs before the tax rate is fixed, adjustment of taxes shall be based upon the latest tax rate applied to the most recent applicable assessed valuation. Installments for tax assessments due after the delivery of the deed, if any, shall be paid by Purchaser and shall not be considered a defect in title. If a Unit has not been separately assessed 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 for the tax periods for which Sponsor reasonably anticipates that the separate assessment shall not occur and the percentage interest in the Common Elements appurtenant to the Unit.

9.3 Purchaser hereby agrees that, if Sponsor obtains a refund for real estate taxes paid (or a credit for such taxes to be paid) on Purchaser's Unit, Purchaser and Sponsor will apportion the refund (as well as the costs and/or fees for obtaining the refund or credit) based on the percentage of time for which the refund or credit is obtained during which each party hereto owned the Unit in question. The provisions of this subsection shall survive the Closing of Title.

9.4 Provided Sponsor is ready, willing and able to close title in accordance with this Agreement, if Purchaser fails for any reason to close title to his Unit within 10 days of the Scheduled Closing Date (a) the Closing apportionments described in Section 9.1 of this Agreement will be made as of midnight of the day preceding the 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 carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Sponsor under this Agreement and the Plan, an amount equal to 0.03% of the Purchase Price for each day starting from (and including) the originally scheduled Closing Date to (and including) the day before the actual Closing Date. If, through no fault of Purchaser, Sponsor postpones the originally scheduled Closing Date, these provisions shall apply to the rescheduled Closing Date if Purchaser fails for any reason to close title to his Unit within 10 days of 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 for a period of 1 year from the Closing Date.

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, if Purchaser elects mortgage financing, Purchaser 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. However, at the Closing of Title, Purchaser shall pay to Sponsor the amount 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. TRANSFER TAX RETURNS.

At the Closing, Purchaser and Sponsor shall duly complete and sign before a notary public the real property transfer tax return required to be filed with the City of New York ("RPT Form") and the Combined Real Estate Transfer Tax Return and Credit Line Mortgage Certificate ("Combined Tax Form") and the RP-5217 NYC form and such other forms as may then be required by law. The RPT and Combined Tax Form shall be delivered at the Closing of Title to the representative of Purchaser's title insurance company (or, if none, to Sponsor's attorney) for filing with the proper governmental officer.

13. AGREEMENT SUBJECT TO MORTGAGE.

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.

14. DEFAULT BY PURCHASER.

14.1 The following shall constitute "Events of Default" hereunder:

(i) Purchaser's failure to pay the Additional Deposit set forth in Article 4.1(b) above or the balance of the Purchase Price set forth in Article 4.1 (c) hereof, or any Closing apportionment or Closing cost required to be paid by Purchaser in Article 9, 10 or 11 hereof on the Closing Date designated by Sponsor pursuant to Article 6 hereof, or the dishonor of any check given by Purchaser to Sponsor;

(ii) the failure to pay, perform or observe any of Purchaser's other obligations hereunder; or

(iii) if Purchaser is permitted to become the tenant or other occupant of the Unit, Purchaser's failure to pay rent or to perform some other lease or occupancy obligation within the period after notice, if any, set forth in the lease or occupancy or other agreement;

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

(v) 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

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

(vii) Purchaser's failure to deliver, simultaneously with the execution of this Agreement, and whenever else requested by Sponsor, the required Affidavit of Bona Fide Tenant Purchaser or Bona Fide Non-Tenant Purchaser for the purpose of declaring the Plan effective, in the applicable form similar to those attached hereto as Schedule F.

14.2 **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 observe 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 (i) cancel this Agreement, or (ii) seek specific performance. If Sponsor elects to cancel, Purchaser shall have 30 days from the giving of the notice of cancellation to cure the specified default. If the default is not cured within such 30 days, then this Agreement shall be deemed cancelled, and Sponsor shall have the right to retain, as and for liquidated damages, the Deposit and any interest earned on the Deposit. Upon the cancellation of this Agreement, Purchaser and Sponsor will be released and discharged of all further liability and obligations hereunder and under the Plan, and the Unit may be sold to another as though this Agreement had never been made, and without any obligation to account to Purchaser for any of the proceeds of such sale. If Sponsor elects to seek specific performance, then Purchaser shall have 30 days from the giving of notice of Sponsor's election to close on his or her Unit in accordance with this Agreement, without prejudice to Sponsor's right to recover from Purchaser all damages, losses, costs, expenses and all other lawful sums to which Sponsor is entitled (including, but not limited to, reasonable legal fees and costs of collection). Notwithstanding the foregoing, Sponsor shall have no right to seek specific performance against a Tenant Purchaser who executed a Purchase Agreement to purchase the Loft Unit occupied by it.

15. AGREEMENT SUBJECT TO PLAN BEING EFFECTIVE.

The performance by Sponsor of its obligations under this Agreement is contingent upon the Plan having been declared effective in accordance with the terms and provisions of the Plan (as the same may be amended from time to time). The Plan may be withdrawn or abandoned by Sponsor only under certain conditions and at certain times, as set forth in the Plan. If the Plan is abandoned or if, after being declared effective, the Plan is not consummated for any reason and Purchaser is not in default under this Agreement beyond any applicable grace period, this Agreement shall be deemed cancelled and the Deposit, together with interest earned thereon, shall be returned to Purchaser. Upon such return, neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability under this Agreement and the Plan.

16. 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, Purchaser's sole remedy shall be to either (a) take title to the Unit subject to such title defect (without any abatement in, or credit against, the Purchase Price, or any claim

or right of action against Sponsor for damages or otherwise) or (b) terminate this Agreement. If Purchaser so elects to terminate this Agreement, Sponsor shall, within 30 days after receipt of notice of termination from Purchaser, return to Purchaser all sums deposited by Purchaser hereunder, together with interest earned thereon, if any, other than deposits made on account of and used by Sponsor for upgrades, extras or custom work. 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).

17. 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 (or permitted substitutions or alternates) are included in this sale. No portion of the Purchase Price shall be attributable to such items.

18. RENOVATION. (Applies to Renovated Units only)

18.1 The renovation of 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 (as defined in the Plan), subject to the right of Sponsor to amend the Plan and the Plans and Specification in order to substitute materials, equipment or fixtures of equal or better quality, provided that the approval of any governmental authorities having jurisdiction is first obtained (if required). The issuance of a final 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."

18.2 The rehabilitation of the Building and the Unit and the correction of any defects in construction 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.

18.3 The Closing of Title shall occur only after, or concurrently with, compliance with the prerequisites set forth under "Closing of Title to Units" in Part I of the Plan. As a result, if all other prerequisites not involving the construction of the Unit are met, Purchaser shall be obligated to close and complete payment of the full Purchase Price (without provision for escrow) once a temporary or permanent certificate of occupancy is issued for the Unit (notwithstanding any items noted on Purchaser's Inspection Statement (as hereinafter defined) remaining for Sponsor to complete and/or correct in accordance with its obligation under the Plan, and notwithstanding the incomplete renovation and/or decoration of any other portions of the Building not affecting the Unit).

18.4 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 "Closing of Title to Units". Purchaser acknowledges that renovation 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.

19. INSPECTION OF THE UNIT.(Applies to Renovated Units only)

19.1 At least one week (but not more than one month) prior to the Closing Date, Purchaser shall be notified that the Unit is ready for inspection. Upon receipt of the notice, Purchaser shall promptly arrange an appointment with a representative of Sponsor to inspect the Unit within the week prior to the Closing Date. Purchaser or his or her duly authorized agent shall attend such inspection and shall complete, date and sign the Inspection Statement (in the form set forth as Schedule C to this Agreement) and deliver same to the Sponsor's representative at the conclusion of the inspection. **Failure of Purchaser either to arrange such appointment or to inspect the Unit within the week prior to the Closing Date or to so sign and deliver the completed Inspection Statement shall not excuse Purchaser from paying the balance of the purchase price when due and shall constitute Purchaser's full acceptance of the Unit in its condition as of the Closing Date.** However, nothing herein shall relieve Sponsor of its obligations as set forth in the Section of the Plan entitled "Rights and Obligations of Sponsor".

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

20. 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:

20.1 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 such damage, 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, not to exceed 180 days from Sponsor's election to repair the Unit. 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.

20.2 In the event Sponsor notifies Purchaser that it does not elect to repair or restore 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 sums deposited by Purchaser hereunder, together with interest earned thereon, if any, other than deposits made on account of and used by Sponsor for upgrades, extras or custom work, 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 such sums deposited by Purchaser hereunder, together with any interest earned thereon, as and for liquidated damages.

21. 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 his own judgment and investigation in deciding to enter into this Agreement and purchase the Unit. No person has been authorized to make any representations on behalf of Sponsor except as herein or in the Plan specifically set forth. No oral representations or statements shall be considered a part of this Agreement. Sponsor makes no representation or warranty as to the work, materials, appliances, equipment or fixtures in the Unit, the Common Elements or any other part of the Property other than as set forth herein or in the Plan. Except as otherwise set forth in the Plan, Purchaser agrees (a) to purchase the Unit, without offset or any claim against, or liability of, Sponsor, whether or not any layout or dimension of the Unit or any part thereof, or of the Common Elements, as shown on the Floor Plans is accurate or correct, and (b) that Purchaser shall not be relieved of any Purchaser's obligations hereunder by reason of any immaterial or insubstantial inaccuracy or error. The provisions of this Article 21 shall survive the Closing of Title.

22. PROHIBITION AGAINST ADVERTISING.

Prior to the Closing of Title, Purchaser agrees not to list the Unit for resale or rental with any broker or to advertise or otherwise offer, promote or publicize the availability of the Unit for sale or lease, without Sponsor's prior written consent. Any listing of the Unit or form of advertising, promotion or publicizing of the Unit by Purchaser prior to Closing of Title shall be a default by Purchaser, entitling Sponsor to the remedies set forth in Article 14 hereof.

23. 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. 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, on account of any acts of Purchaser or Purchaser's representatives, Purchaser will indemnify and hold Sponsor free and harmless from and against any and all liabilities and expenses in connection therewith, including reasonable legal fees. The provisions of this Article shall survive the Closing of Title.

24. AGREEMENT MAY NOT BE ASSIGNED.

24.1 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. An assignment would include the transfer of a beneficial interest in an entity that is Purchaser. 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. Under no circumstances will Sponsor consent to an assignment of the Purchase Agreement in which the Purchaser will receive consideration. 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 be required to pay Sponsor's attorneys a fee of $750, in advance, for review of an assignment and assumption agreement. Any purported assignment by Purchaser in violation of this Agreement shall be a default by Purchaser, entitling Sponsor to the remedies set forth in Article 14 hereof, and shall be voidable at the option of Sponsor.

24.2 Notwithstanding anything to the contrary contained in Paragraph 24, if Purchaser has signed this Agreement in an individual name (and not in the name of an entity), Purchaser shall have a one time right to assign Purchaser's rights under this Agreement, in whole, but not in part, to an entity "controlled" (as such term is defined below) by Purchaser, (the entity to which the rights are assignable may be a trust, limited liability company or a corporation) or to member(s) of Purchaser's immediate family, provided that (i) Purchaser designates such assignee at least 5 business days prior to the Closing Date; (ii) Purchaser delivers to Sponsor's counsel a fee in the amount of $750 for its services required in connection with the review of the assignment and assumption agreement; (iii) the Closing will not be delayed as a result of such assignment, (iv) the assignee of this Agreement assumes in writing the obligations of Purchaser under this Agreement, (v) the assignment is made without consideration and (vi) the assignee delivers an affidavit stating that the assignee was not procured by Sponsor, the Selling Agent or the Managing Agent and that the assignee asserts that he or she or a specified member of his or her immediate family will personally occupy the Unit. As used in this subparagraph, the term "control" shall mean the control, either directly or indirectly, of at least 51% of the voting shares or equity interests of such assignee, together with the authority to direct and manage the affairs of such assignee, which shall include Purchaser, being the managing general partner of such partnership or the principal manager or managing member of such limited liability company. Purchaser shall deliver to Sponsor evidence reasonably satisfactory to Sponsor of who controls the entity. Any obligations of Purchaser may be performed by such assignee, and Sponsor agrees to accept such performance as if it were the performance of the Purchaser. No such assignment shall modify Purchaser's obligations hereunder, including without limitation, the named Purchaser's indemnity obligations contained in this Agreement, reduce or limit any liability or obligation of Purchaser who shall remain primarily liable notwithstanding any liability assumed by assignee. Unless Purchaser complies with the provisions of this subparagraph, any purported assignment by Purchaser shall be null and void and of no effect as against Sponsor.

25. BINDING EFFECT.

The submission of this Agreement to Purchaser does not create a binding obligation on the part of Sponsor. This Agreement shall not be binding on Sponsor until a fully executed counterpart hereof has been delivered to Purchaser. If this Agreement is not accepted within 30 days from the date hereof by the delivery to Purchaser of a fully executed counterpart, this Agreement shall be deemed to have been rejected and cancelled and the deposit paid on the execution hereof shall be promptly returned to Purchaser. Upon such refund being made, neither party shall have any further rights, obligations liability to or against the other hereunder or under the Plan. Prior to Sponsor's countersigning and returning this Purchase Agreement to Purchaser, and at any time thereafter, Purchaser agrees upon request to provide Sponsor with written information about Purchaser's employment, financial and rental/ownership history. Such information obtained prior to countersignature may be used to determine Purchaser's qualification to purchase and own the Unit, but does not constitute a reservation or binding obligation on either the applicant or Sponsor. Sponsor has the right, without incurring any liability, to reject this Agreement without cause or explanation to Purchaser. This Agreement may not be rejected due to Purchaser's sex, race, creed, color, national origin, ancestry, disability, marital status, or other ground proscribed by law. Notwithstanding anything to the contrary contained in this Paragraph 25, Sponsor shall accept a Purchase Agreement from a Tenant Purchaser who submits a signed Purchase Agreement and check for the Deposit to Sponsor during the time within which the Tenant Purchaser has the exclusive right to purchase his Loft Unit under the Plan. Such Tenant Purchaser will receive a fully executed counterpart of such Purchase Agreement from Sponsor.

26. NOTICES.

26.1 Any notice, election, demand, request, letter, consent or other communication hereunder or under the Plan (other than amendments to the Plan, which shall be served in accordance with the Plan, or documents for which the method of delivery is otherwise set forth in the Plan) shall be in writing and either delivered in person or sent, postage prepaid, by registered or certified mail or by Federal Express or other reputable overnight courier, with receipt confirmed to Purchaser at the address given at the beginning of this Agreement with a copy to the Attorney for Purchaser, in the same manner as notice is given to Purchaser, and to Sponsor, at the address given at the beginning of this Agreement, with a copy to the Attorney for Sponsor in the same manner as notice is given to Sponsor. Either party may hereafter designate to the other in writing a change in the address to which notices are to be sent. Except as otherwise expressly provided herein, a notice shall be deemed given when personal delivery or delivery by overnight courier is effected, or in the case of mailing, the 3rd day after the date of mailing, except that the date of actual receipt shall be deemed to be the date of the giving of any notice of change of address. Any notice either of the parties hereto receives from the other party's attorneys shall be deemed to be notice from such party itself.

26.2 Sponsor hereby designates and empowers Sponsor's counsel Gerstein Strauss & Rinaldi LLP, as Sponsor's agents to give any notice to Purchaser under this Agreement (including, without limitation, a notice of default) in Sponsor's name, which notice so given shall have the same force and effect as if given by Sponsor itself.

27. 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.

28. LIABILITY OF SPONSOR.

Sponsor shall be excused from performing any obligation or undertaking provided for in this Agreement for so long as such performance is prevented, delayed or hindered by an act of God, fire, flood, explosion, war, riot, sabotage, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of Sponsor. Sponsor's time to perform such obligations or undertaking shall be tolled for the length of the period during which such performance was excused.

29. 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.

30. AGREEMENT NOT CONTINGENT UPON FINANCING.

The terms and provisions of this Agreement and Purchaser's obligations hereunder shall not be 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 Purchaser's purchase of the Unit through a lending institution or any other source and obtains a commitment therefrom, neither a subsequent change in the terms of such commitment, the expiration or other termination of such commitment, nor any change in Purchaser's financial status or condition shall release or relieve Purchaser of Purchaser's obligations pursuant to this

Agreement, as the terms and conditions of this Agreement and Purchaser's obligations under this Agreement are not contingent upon Purchaser receiving a commitment for financing of the Purchase Price (or any portion thereof) or maintaining any such commitment for such financing. Neither Sponsor nor Selling Agent makes any representations as to the terms or availability of any mortgage financing.

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 his 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 the Purchase Agreement confidential. Sponsor and Purchaser agree that any information which is required to be disclosed to the parties' respective lawyers, architects/engineers, accountants, individuals who "need to know" or governmental agencies shall not be deemed to be a breach by Sponsor or Purchaser of the parties' undertaking of confidentiality contained in this Agreement. Any failure by Purchaser to keep the terms and conditions of this Agreement confidential shall be a default by Purchaser, entitling Sponsor to the remedies set forth in Paragraph 14 of this Agreement.

40. NO ORAL CHANGES.

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

41. LEAD BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS DISCLOSURE.

41.1 The Environmental Protection Agency and the Department of Housing and Urban Development promulgated Federal regulations under 24 CFR Part 35 and 40 CFR Part 745 ("Federal Regulations") regarding the disclosure of lead-based paint and/or lead-based paint hazards to prospective Purchasers of Apartments. In accordance with the provisions of the Federal Regulations, annexed as Schedule D to this Contract is a "Lead Warning Statement" and "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" to be signed by Sponsor and Purchaser. Set forth in the Plan is a pamphlet entitled "Protecting Your Family from Lead in Your Home".

41.2 In the event Purchaser exercises Purchasers' right to conduct a risk assessment or inspection ("Inspection") for the presence of lead-based paint and/or lead-based paint hazards, such Inspection shall be performed prior to the date of this Contract on the following terms and conditions:

41.2.1 Purchaser and Purchasers' consultant ("Inspector") will be given reasonable access to any vacant Units and the public areas of the Building.

41.2.2 The Inspection shall be held at a mutually convenient time and date on a business day between 9 a.m. and 5 p.m.

41.2.3 The Inspection shall be performed in a reasonable manner so as not to disturb or interfere with the use, operation, security or occupancy of the Unit or the Building.

41.2.4 Purchaser shall be liable for any damages to the Unit or the Building, injuries, and all claims and lawsuits caused by Purchaser or the Inspector during the Inspection.

41.2.5 Purchaser or the Inspector will not probe, penetrate or disturb any painted or covered surface during the Inspection without Sponsor's prior written approval.

41.3 By executing and delivering this Agreement, Purchaser acknowledges (i) that it has either obtained the Inspection and is desirous of purchasing the Unit with full knowledge of the contents of the Inspection Report or (ii) that it has waived the right to conduct an Inspection.

42. SALE SUBJECT TO EXISTING TENANCY.

42.1 The following is applicable to Purchasers of Units occupied by others: Complete the following only if Purchaser is not the tenant of the Unit:

Unit is Vacant:	Yes ( )	No ( )
Unit is Occupied by a Non-Purchasing Tenant:	Yes ( )	No ( )
If Unit is Occupied: Monthly Rent:	$_____	
Current Lease Term Expires: or month-to-month	_____ ( )	
Rent Security:	$_____	

42.2 Purchaser understands and agrees that the Unit being sold hereunder is subject to the lease or tenancy of the present tenant and Section 352-eeee of the New York State General Business Laws (the "GBL") as explained more fully in the Plan under the Section entitled "Rights of Existing Tenants", and Purchaser and Purchaser's successors and assigns shall continue to be bound by such laws and regulations so long as such occupancy continues.

42.3 Purchaser further understands that, as explained in the Plan, if a Non-Purchasing Tenant is in possession of the Unit on the Closing Date hereunder, Purchaser will assume the rights and obligations of Sponsor as the landlord of such tenant, including the right to collect rent (whether the same be greater or less than the Common Charges established from time to time by the Condominium Board) and the obligation to repair, maintain and paint the Unit (including its equipment and appliances) for the benefit of the existing tenant. From and after delivery of the deed, Purchaser alone will bear the entire costs and expenses of owning the Unit including, but not limited to, any legal fees and litigation expenses for enforcing the lease and obtaining possession of the Unit).

42.4 Purchaser understands that if the tenant of the Unit exercises any right granted under the Plan (or any amendment thereto) or under the Rent Laws or GBL or other applicable law, which may or may not exist as of the date of this Agreement, or any administrative or judicial interpretation thereof, to purchase the Unit, then upon the closing of such purchase, this Agreement shall be deemed canceled and, within thirty (30) days after the occurrence of such event, all monies paid by Purchaser hereunder shall be refunded, other than deposits made on account of and used by Sponsor for upgrades, extras or custom work. Upon such repayment, Purchaser, Sponsor, and the Selling Agent, and any other party hereto shall be (and hereby are) released and discharged of all liability or obligations hereunder and under the Plan.

42.5 Purchaser hereby irrevocably appoints the then managing agent of the Building (which managing agent may be replaced from time to time by the Condominium Board) as his agent, coupled with an interest, to provide for the account and at the expense of Purchaser, all services and facilities required by Law on a non-discriminatory basis, to the Non-Purchasing Tenant who has the right to occupy the Unit Purchaser is purchasing until such time as such right of occupancy terminates. Purchaser agrees to deposit with the managing agent at the Closing hereunder a sum not less than an amount equal to two (2) months Common Charges to be used as working capital to furnish service and facilities required under the Non-Purchasing Tenant's lease and those required by the GBL. Purchaser agrees that upon written notice by the then managing agent that such deposit has been diminished, that Purchaser shall replenish such fund within thirty (30) days thereafter. Purchaser further understands that Sponsor will guarantee the obligation of the then managing agent to provide all such services and facilities until such time as Sponsor surrenders control of the Condominium Board and Purchaser will indemnify

Sponsor for all costs expended by Sponsor on Purchaser's behalf. The provisions of this paragraph shall survive the Closing.

43. TENANT PURCHASER'S RIGHT TO BENEFIT FROM IMPROVED TERMS.

If prior to the expiration of any Exclusive Purchase Period which begins prior to the First Unit Closing, Sponsor amends the terms and conditions of the Plan to be more favorable to Tenant Purchasers, then if Purchaser is a Tenant Purchaser who executed and submitted this Agreement and the Down Payment before Sponsor amended the terms of the Plan, Purchaser shall benefit from the more favorable terms and conditions.

44. AFFIDAVIT OF INTENT TO RESIDE.

Each Non-Tenant Purchaser shall, simultaneously with the execution of the Purchase Agreement, execute the Affidavit of Intent to Reside, in the form attached as Schedule E to the Purchase Agreement.

45. AFFIDAVIT OF BONA FIDE PURCHASER OR BONA FIDE NON-TENANT PURCHASER FOR THE PURPOSE OF DECLARING THE PLAN EFFECTIVE.

Each Purchaser shall, simultaneously with the execution of this Purchase Agreement, and whenever else requested by Sponsor, execute as applicable, either the Affidavit of Bona Fide Purchaser or Bona Fide Non-Tenant Purchaser for the purpose of declaring the Plan effective, in the applicable form similar to those attached as Schedule F to this Purchase Agreement.

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

PURCHASER(S):

_____

_____

SPONSOR:

GREENE MERCER HOLDINGS LLC

By: _____

SCHEDULE A

ESCROWED FUNDS RIDER

This Rider is made as of _____ _____, 201__ between Greene Mercer Holdings LLC ("Sponsor") and _____ ("Purchaser") and Gerstein Strauss and Rinaldi LLP ("Escrow Agent").

Re: Unit No. _____ at
57-63 Greene Street Condominium
57-63 Greene Street
New York, New York 10012

This Rider modifies and supplements the terms of that certain Purchase Agreement for Unit _____ at 57-63 Greene Street Condominium between Sponsor and Purchaser and any riders annexed thereto, dated _____ _____, 201__ (collectively, the "Purchase Agreement").

1. The law firm of Gerstein Strauss & Rinaldi LLP, with an address at 57 West 38th Street, 9th Floor, New York, New York 10018, telephone number (212) 398-7900, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorneys to serve as signatories: Victor R. Gerstein, Esq., Gary J. Strauss, Esq., and Lisa J. Rinaldi, Esq. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

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

3. Escrow Agent has established a master escrow account entitled "Gerstein Strauss & Rinaldi LLP, Escrow Account" ("Master Escrow Account") at Hudson Valley Bank with an office at 60 East 42nd Street, New York, New York 10165 ("Escrow Bank"). The Deposit will be placed in the Master Escrow Account and the Escrow Agent shall sign the Escrowed Funds Rider within 5 business days after tender of the Deposit and Purchase Agreement 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.

4. The Deposit will be placed initially in the non-interest bearing portion of the Master Escrow Account. Purchaser is required to deliver a completed and signed Form W-9 (Request for Taxpayer Identification Number) or a Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)) or a Form W-8BEN-E (Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities)) in the forms similar to those 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, Form W-8BEN, or Form W-8BEN-E, the Deposit will thereafter be promptly transferred to an individual interest bearing sub-escrow account in the name of Purchaser. If Purchaser does not deliver the Form W-9, Form W-8BEN, or Form W-8BEN-E, 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.

5. The initial interest rate, if any, will be disclosed to Purchaser, as appropriate, in a letter from Escrow Agent to Purchaser sent within 10 business days after the Deposit has been placed in the Master Escrow Account. 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 Agreement and rescind so long as the right to rescind is exercised within 90 days after tender of the Deposit and Purchase Agreement 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 placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to the Purchaser. Any Deposits made for upgrades and extras, and custom work, shall be deposited into the Master Escrow Account, and released in accordance with the terms of a written agreement between Purchaser and Sponsor and used to pay for or reimburse Sponsor for such upgrades, custom work or extras. As a result, in the event Purchaser is entitled to rescind the Purchase Agreement in accordance with the Plan, Purchaser will not receive a refund of any funds used for such upgrades or extras. If the Plan is not consummated and as a result Loft Units are not conveyed by Sponsor, any funds received by Sponsor from Purchaser for upgrades, custom work or extras will be returned to Purchaser, provided Sponsor has not used any such funds for the upgrades or extras. Escrow Agent will not be required to send the letter to Purchaser referred to above in connection with any subsequent deposits tendered by Purchaser after the initial Deposit to Sponsor or Selling Agent and deposited into the Master Escrow Account prior to the Closing.

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

7. Under no circumstances shall Sponsor seek or accept release of the Deposit of Purchaser, in the event of Purchaser's default, until after consummation of the Plan, as evidenced by the acceptance of an effectiveness amendment by the New York State Department of Law. Consummation of the Plan does not relieve the Sponsor of its obligations pursuant to GBL §§ 352-3(2-b) and 352-h.

8. Escrow Agent shall release the Deposit if so directed:

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

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

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

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

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

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

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

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

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

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

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

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

13. Sponsor agrees that Sponsor and its agents, including any selling agents, shall deliver the Deposit received by them prior to closing of the Unit to a designated attorney who is a member of or employed by Escrow Agent, within two (2) business days of tender of the Deposit by Purchaser.

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

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

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

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

18. 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 Purchaser whether or not Escrow Agent is in possession of the Deposit and continues to act as Escrow Agent.

19. Escrow Agent is acting merely as a stakeholder. Upon payment of the Deposit pursuant to the Plan, as amended, and this Escrow Funds Rider, Escrow Agent shall be fully released from all liability and obligation with respect to the Deposit. Escrow Agent shall accept a Deposit made by check, subject to collection.

20. Sponsor has agreed to compensate Escrow Agent for services rendered in connection with Escrow Agent's duties under this Escrow Funds Rider. 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.

21. **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, OR ANY OTHER RIDER TO THE PURCHASE AGREEMENT, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING.**

PURCHASER(S):

_____
Name:

_____
Name:

SPONSOR:

GREENE MERCER HOLDINGS LLC

By:_____
Name:
Title:

ESCROW AGENT:
GERSTEIN STRAUSS & RINALDI LLP

By:_____
Name:
Title: Partner

SCHEDULE B

PERMITTED ENCUMBRANCES

1. Building restrictions and zoning and other regulations, resolutions, ordinances, certifications 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 that any encroachments by the Unit upon adjoining Condominium Units or upon the Common Elements, may remain undisturbed as long as they may stand and such state of facts would not prevent the use of the Unit for dwelling purposes.

3. The terms, burdens, covenants, restrictions, conditions, easements and rules and regulations, all as set forth in the Declaration, the By-Laws (and the Rules and Regulations made thereunder), the Power of Attorney from the Purchaser to the Condominium Board, and the Floor Plans as all of the same may be amended from time to time.

4. Consents by the Sponsor or any former owner of the Land for the erection of any structure or structures on, under or above any street or streets on which the Property may abut.

5. Any easement or right of use in favor of any utility company for construction, use, maintenance or repair of utility lines, wires, terminal boxes, mains, pipes, cables, conduits, poles and other equipment and facilities on, under and across the Property.

6. Variation in measurements between tax map lines and record description.

7. Revocability of licenses for vault space, if any, under the sidewalks and streets.

8. 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.

9. 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.

10. Leases and service, maintenance, employment, concessionaire and license agreements, if any, of other Units or portions of the Common Elements.

11. 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.

12. The lien of any unpaid assessment payable in installments (other than assessments levied by the Condominium Board), except that the Sponsor shall pay all such assessments due prior to the Closing Date (with the then current installment to be apportioned as of the Closing Date) and the Purchaser shall pay all assessments due from and after the Closing Date.

13. Any declaration or other instrument affecting the Property which the Sponsor deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Building, 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.

14. Any encumbrance as to which the Title Company (or such other New York Board of Title Underwriters member title insurance company which insures the Purchaser's title to the Unit) would be willing, in a fee policy issued by it to the Purchaser, to insure the Purchaser that such encumbrance (a) will not be collected out of the Unit if it is a lien or (b) will not be enforced against the Unit if it is not a lien.

15. Any other encumbrance, covenant, easement, agreement, or restriction against the Property other than a mortgage or other lien for the payment of money, which does not prevent the use of the Unit for dwelling purposes.

16. Any lease covering the Unit(s).

17. Any violation against the Property (other than the Unit) which is the obligation of the Condominium Board, or another Unit Owner to correct.

18. Standard printed exceptions contained in the form of fee title insurance policy then issued by the Title Company.

19. Any certificate of occupancy for the Building, so long as the same permits, or does not prohibit, use of the Unit for its stated purposes.

20. Terms, covenants and conditions contained in (i) a Declaration dated October 13, 2010, and recorded on January 7, 2011 under CRFN 2011000007142 in the Office of the Register of the City and County of New York (the "Original Declaration"); (ii) a First Amendment to Declaration and By-Laws of the 57-63 Greene Street Condominium dated August 3, 2012, and recorded on August 31, 2012 under CRFN 2012000346407 in the Office of the Register of the City and County of New York (the "First Amendment); and (iii) a Second Amendment to Declaration and By-Laws of the 57-63 Greene Street Condominium dated September 5, 2012 and recorded on October 3, 2012 under CRFN 2012000393393 in the Office of the Register of the City and County of New York (the "Second Amendment"), as the Original Declaration, the First Amendment and the Second Amendment are amended by the Declaration.

21. Premises or part of premises have been designated as a Landmark, Landmark Site, or Historic District, and are subject to the restricted use as provided in the New York City Charter. (Charter Chapter 74 Sections 3020 and 3021 and Administrative Codes Section 25-301 to Section 25-322)

    Landmark designated recorded 8/17/73 in Reel 288 page 1059.
    "SoHo Cast Iron Historic District."

22. Agreement of Adjoining Land Owners (Encroachment Agreement) made between William Hahn and Charles Magistro and Oelbermann Associates Limited Partnership dated 12/28/84 and recorded 1/14/85 in Reel 866 page 3.

23. Assignment of Agreement of Adjoining Land Owners made between Oelbermann Associates, LLC to Greene Street NYC Holdings, LLC, Warrenby Greene, LLC, Emerald Greene, LLC and Maplewood Greene, LLC, dated 9/12/05 and recorded 1/25/06 as CRFN 2006000044327.

24. Assignment of Adjoining Land Owners Agreement made between Greene Street NYC Holdings, LLC, CH Greene, LLC, Warrenby Greene, LLC, Emerald Greene, LLC and Maplewood Greene, LLC, dated as of 2/6/07 and recorded 3/13/07 as CRFN 2007000135052.

25. Terms, conditions and provisions of an unrecorded Lease made by Oelbermann Associates, LLC to New York SMSA Limited Partnership (for a term of 25 years) as referenced in Subordination, Non-Disturbance and Attornment Agreement by and among Independence Savings Bank;

Oelbermann Associates, LLC and New York SMSA Limited Partnership d/b/a Verizon Wireless dated 12/22/03 and recorded 3/19/04 as CRFN 2004000168719.

26. Assumption Agreement made by and between Greene Mercer Holdings, LLC and 57-63 Greene Realty, LLC dated as of 9/6/12 and recorded 10/3/12 as CRFN 2012000393406.

27. Declaration made by Greene Mercer Holdings, LLC dated as of 2/10/10 and recorded 3/19/10 as CRFN 2010000094859.

28. Restrictive Declaration made by Greene Mercer Holdings, LLC dated as of 3/1/10 and recorded 3/15/10 as CRFN 2010000088499.

29. Survey made by Earl B. Lovell C.E. & C.S. dated 3/31/1919 as updated as to 57-63 Greene Street by Earl B. Lovell – S.P. Belcher, Inc. by a redate made on 1/23/2007 shows no encroachments, violations of restrictions or variations with lot lines except as follows:

    (A) the northerly wall of the building on the premises adjoining on the south encroaches on to the described premises. The chimneys of said building are carried up to the roof of the building on the described premises.

    (B) The flue of the northerly wall of the cellar extension on the premises adjoining on the south is fastened to the wall of the building on the described premises and is carried up to its roof.

    (C) The present iron platform and steps on the west side of the building on the described premises connects the roofs of the one story brick extensions on the described premises and the premises on the west.

    (D) An iron platform at the second floor of the building on the west and the described premises connects said buildings.

    (E) The chimney in the southerly wall of the building on the premises adjoining on the north is carried up to the roof of the building on the described premises.

    (F) Encroachments on and projections over Greene Street by signs, ledges, water table, freight elevators, cellar doors, iron doors, brick piers and iron plates over the vaults shown on the survey.

30. Any state of facts which an accurate survey of the Property would disclose, but policy insures that any encroachment of a portion of the Unit structure upon other Units or upon Common Elements may remain undisturbed for so long as same shall stand.

SCHEDULE C

INSPECTION STATEMENT

Date: _____, _____

Greene Mercer Holdings LLC
11 East 44th Street, Suite 1000
New York, New York 10017

Re: 57-63 Greene Street Condominium

Gentlemen:

1. On the date hereof, the undersigned has inspected the Unit(s) set forth below which the undersigned is purchasing and have found the Unit(s) to be in good condition, except as otherwise noted below.

2. The undersigned acknowledges that to prevent pilferage, certain items such as medicine cabinet doors, shower heads, toilet seats, kitchen cabinets, vanity knobs and mechanical chimes will be installed just prior to the date the undersigned moves into the building. The undersigned agrees to sign-off each item requiring adjustment, or repairs, if any, as they are completed.

Loft Unit No. _____

_____
Purchaser's Signature

_____
Purchaser's Signature

_____
Sponsor's Representative

SCHEDULE D

DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS SALES

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead -based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to proved the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards *(check(i) or (ii) below)*:

(i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

_____

(ii) ☐ Seller has no knowledge of lead-based paint and/or lead-based hazards in the housing.

(b) Records and Reports available to the seller *(check(i) or (ii) below)*:

(i) ☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing *(list documents below)*:

_____

(ii) ☐ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment *(initial)*

(c)_____ Purchaser has received copies of all information listed above.

(d)_____ Purchaser has received the pamphlet ***Protect Your Family From Lead in Your Home.***

(e)_____ Purchaser has *(check(i) or (ii) below)*:

(i) ☐ Received a 10-day opportunity (or mutually agreed-upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or

(ii) ☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment *(initial)*

(f)_____Agent has informed the seller of the seller's obligation under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller: _____	Date:_____	Seller: _____	Date:_____
Purchaser: _____	Date:_____	Purchaser:_____	Date:_____
Agent:_____	Date:_____	Agent:_____	Date:_____

SCHEDULE E

AFFIDAVIT OF INTENT TO RESIDE

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

I, the undersigned Purchaser(s) of the shares allocated to Unit _____ in 57-63 GREENE STREET CONDOMINIUM, located at 57-63 Greene Street, New York, New York, being duly sworn, depose and say that or one or more members of my immediate family listed below intend to reside in said apartment when I acquire the deed to such apartment (if the apartment is vacant), or, if the apartment is occupied by a tenant when I acquire the deed to such apartment, when it becomes vacant.

The name(s) of the person(s) who intend(s) to occupy the apartment and his/her relationship to Purchaser is:

Name	Relationship
_____	_____
_____	_____
_____	_____

The following is a list of any purchase agreement(s) (other than the Purchase Agreement attached) in which the undersigned have made similar representations of intent to occupy:

_____

_____

_____

PURCHASER(S):

_____
Print Name:

_____
Print Name:

Sworn to before me this
____ day of _____, 201__

_____
NOTARY PUBLIC

SCHEDULE F

AFFIDAVIT OF BONA FIDE PURCHASER
OR BONA FIDE NON-TENANT PURCHASER
FOR THE PURPOSE OF DECLARING THE PLAN EFFECTIVE

Affidavit of Bona Fide Tenant Purchaser
For Purposes of Declaring Offering Plan Effective

[insert name of tenant purchaser(s)]
[insert address of Condominium or Cooperative project name and property address]
File No. [insert NYAG File Number]
Unit No. [insert unit number(s)]
Purchase Price: [insert purchase price]
Down Payment: [insert down payment]

STATE OF NEW YORK _____)
: SS.:

COUNTY OF _____)

I/We, a purchaser[s] under the offering plan for the above-referenced [condominium/cooperative] hereby affirm, under the penalty of perjury, the following information:

1. I/We [am/are] [a] bona fide purchaser[s] as defined by the New York General Business Law § 352-eeee (the "Martin Act") because I/we am/are: [a] tenant[s] in occupancy at the above-referenced property;

2. I/we represent that I/we am/are not purchasing the unit as an accommodation to, or for the account or benefit of the sponsor or principals of sponsor;

3. I/we have duly executed a purchase agreement and have paid the down payment as required in the plan and any amendment thereto;

4. The purchase agreement I/we have executed for the above-referenced unit does not contain any right of rescission that has not yet expired or been waived;

5. The purchase agreement I/we have executed for the above-referenced unit does not permit the assignment or transfer of the rights afforded therein; [*If a tenant in occupancy has assigned the purchase agreement, include the following, and distinguish between an assignment that is for purposes of transferring the rights to an ownership entity such as an LLC or trust on behalf of the purchaser, if applicable*:

    a. The purchase agreement has been signed by purchaser as a bona fide tenant in occupancy in the above-referenced property; and

b. The assignment was not procured by the sponsor, selling agent, or the managing agent of the property, and I/we represent that [I/we or a specified member of his or her immediate family will personally occupy the dwelling unit; and
c. I/we have obtained an assignee affidavit.]

6. I/We signed the purchase agreement for the above-referenced unit in good faith, without fraud and with no discriminatory repurchase agreements or other discriminatory inducements;

7. I/we am/are not the sponsor, selling agent, or a principal of the sponsor, the selling agent or the managing agent nor am/are I/we related to the sponsor, selling agent or the managing agent or any principal of the sponsor, the selling agent or the managing agent by blood, marriage or adoption, or as a business associate, an employee, a shareholder or a limited partner, or member thereof.

8. [*for plans that have not been updated prior to the date of the effectiveness amendment*] I/we have been provided with a copy of the Department of Law memorandum entitled "Requirements for Effectiveness Amendments for Occupied Conversion Plans Under GBL § 352-eeee" and understand that I/we am/are providing this affidavit for purposes of declaring the plan effective.

_____
[Tenant Purchaser]

Sworn to before me this _____

day of _____, 20_____

_____
NOTARY PUBLIC

Affidavit of Bona Fide Non-Tenant Purchaser
For Purposes of Declaring Offering Plan Effective

[insert name of non-tenant purchaser(s)]
[insert address of Condominium or Cooperative project name and property address]
File No. [insert NYAG File Number]
Unit No. [insert unit number(s)]
Purchase Price: [insert purchase price]
Down Payment: [insert down payment]

STATE OF NEW YORK _____)
: SS.:

COUNTY OF _____)

I/We, a purchaser[s] under the offering plan for the above-referenced [condominium/cooperative] hereby affirm, under the penalty of perjury, the following information:

1. I/We [am/are] [a] bona fide purchaser[s] as defined by the New York General Business Law § 352-eeee (the "Martin Act") because I/we am/are [a] purchaser[s] who intends that I/we or one or more members of my immediate family members intends to occupy the unit when it becomes vacant;

2. I/we represent that I/we are not purchasing the unit as an accommodation to, or for the account or benefit of the sponsor or principals of sponsor;

3. I/we have duly executed a purchase agreement and have paid the down payment as required in the plan and any amendment thereto;

4. The purchase agreement I/we have executed for the above-referenced unit does not contain any right of rescission that has not yet expired or been waived;

5. The purchase agreement I/we have executed for the above-referenced unit does not permit the assignment or transfer of the rights afforded therein, [*unless the assignment is for purposes of transferring the rights to an ownership entity such as an LLC or trust on behalf of the purchaser. In such cases, state so*];

6. I/We signed the purchase agreement for the above-referenced unit in good faith, without fraud and with no discriminatory repurchase agreements or other discriminatory inducements;

7. I/we am/are not the sponsor, selling agent, or a principal of the sponsor, the selling agent or the managing agent nor am/are I/we related to the sponsor, selling agent or the managing agent or any principal of the sponsor, the selling agent or the managing agent by blood, marriage or adoption, or as a business associate, an employee, a shareholder or a limited partner, or member thereof.

8. [*for plans that have not been updated prior to the date of submission of the effectiveness amendment*] I/we have been provided with a copy of the Department of Law memorandum entitled "Requirements for Effectiveness Amendments for Occupied Conversion Plans Under GBL § 352-eeee" and understand that I/we am/are providing this affidavit for purposes of declaring the plan effective.

_____
[Non-Tenant Purchaser or
Authorized Signatory]

Sworn to before me this _____

day of _____, 20_____

_____
NOTARY PUBLIC

UNIT DEED

UNIT DEED

THIS INDENTURE, made the ____ day of _____, ____, between Greene Mercer Holdings LLC, having an office at 11 East 44th Street, New York, New York 10017 ("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 Unit No. ____ in the building ("Building") known as 57-63 Greene Street Condominium ("Condominium") and by the street number 57-63 Greene Street, Borough of Manhattan, County of New York, City and State of New York, said Unit being designated and described by the above Unit No. in a certain Restated and Amended Declaration, dated _____ __, _____, and recorded in the New York County Office of the Register of the City of New York ("Register's Office") on _____ __, ____, in CRFN _____ (the "Declaration"), made by Grantor pursuant to Article 9-B of the Real Property Law of the State of New York (the "Condominium Act") which amends and restates a certain declaration 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 dated October 13, 2010 and recorded in the Register's Office, New York County on January 7, 2011 in CRFN 2011000007142 (the "Original Declaration"), which Original Declaration was amended by: (i) a First Amendment to Declaration and By-Laws of the 57-63 Greene Street Condominium dated August 3, 2012, and recorded on August 31, 2012 in CRFN 2012000346407 in the Register's Office, County of New York; and (ii) a Second Amendment to Declaration and By-Laws of the 57-63 Greene Street Condominium dated September 5, 2012 and recorded on October 3, 2012 in CRFN 2012000393393 in the Register's Office, County of New York. The Unit is also designated as Tax Lot __ in Block ____ of Section __ of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans of the Building, certified by _____ _____ on _____, _____, 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 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 (the "By Laws"), as the same may be amended from time to time, all of which constitute covenants running with the Land and shall bind any person having at any time any interest or estate in the Unit, as though recited and stipulated at length herein.

SUBJECT also to such other liens, agreements, covenants, easements, restrictions, consents and other matters of record as pertain to the Unit, to the Land and/or to the Building (which Land and Building are collectively referred to as the "Property").

TO HAVE AND TO HOLD the same unto the Grantee and the heirs or successors and assigns of the Grantee forever.

If any provision of the Declaration or the By-Laws is invalid under, or would cause the Declaration or the By-Laws to be insufficient to submit the Property to, the provisions of the Condominium Act, or if any provision which is necessary to cause the Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from the Declaration or the By-Laws, or if the Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the applicable provisions of the Declaration shall control.

Except as otherwise specifically permitted by the Condominium Board or provided in the Declaration or the By-Laws, the Unit is intended for such use as in accordance with applicable Law.

Grantor covenants that the Grantor has not done or suffered anything whereby the Unit has been encumbered in any way whatever, except as set forth in the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws).

Grantor, in compliance with Section 13 of the Lien Law of the State of New York, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the same for any other purposes.

Grantee accepts and ratifies the provisions of the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws) and agrees to comply with all the terms and provisions thereof.

This conveyance is made in the regular course of business actually conducted by the Grantor.

The term "Grantee" shall be read as "Grantees" whenever the sense of this indenture so requires.

All capitalized terms used herein which are not separately defined herein shall have the meanings given to those terms in the Declaration or the By-Laws of the Condominium.

IN WITNESS WHEREOF, the Grantor and the Grantee have duly executed this Indenture as of the day and year first above written.

SPONSOR:

GREENE MERCER HOLDINGS LLC

By:_____

GRANTEE:

_____

(ACKNOWLEDGEMENT)

EXHIBIT A

TO UNIT DEED

DESCRIPTION OF THE LAND

57-63 GREENE STREET CONDOMINIUM
NEW YORK, NEW YORK 10012

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Greene Street, distant 99 feet 10¼ inches northerly from the corner formed by the intersection of the said westerly side of Greene Street and the northerly side of Brome Street;

RUNNING THENCE westerly a distance of 99 feet 7½ inches to a point distant 100 feet 0 ¼ inches northerly from the northerly side of Broome Street and measured at right angles thereto and 100 feet 5½ inches easterly from the easterly side of Wooster Street and measured at right angles thereto;

THENCE northerly a distance of 100 feet 2½ inches to appoint distant 200 feet 2¾ inches northerly from the northerly side of Broome Street and measured at right angles thereto and 100 feet easterly from the easterly side of Wooster Street and measured at right angles thereto;

THNENCE easterly and along the northerly face of the northerly wall of the five (5) story brick building on described premises, 100 feet 1½ inches to the westerly side of Greene Street;

THENCE southerly along the westerly side of Greene Street, 100 feet 5½ inches to the point or place of BEGINNING.

INTERIM USE AND OCCUPANCY AGREEMENT

INTERIM USE AND OCCUPANCY AGREEMENT

AGREEMENT made as of this ____ day of _____, 201___, by and between **GREENE MERCER HOLDINGS LLC** (the "**Sponsor**"), and _____ (the "**Purchaser**").

W I T N E S S E T H:

WHEREAS, Purchaser has executed a purchase agreement ("**Purchase Agreement**"), for the purchase of Unit _____ (referred to as the "**Unit**") at 57-63 Greene Street Condominium, 57-63 Greene Street, New York, New York 10012 ("**Building**"), pursuant to the terms and conditions set forth in the Condominium Offering Plan, as amended, for the Building (the "Offering Plan");

WHEREAS, Purchaser has requested permission from Sponsor to occupy for the purposes of storing furniture and painting the Unit and move himself and his personal property into the Unit prior to the Closing Date (as such term is defined in the Purchase Agreement); and

WHEREAS, in order to accommodate Purchaser, Sponsor is willing to permit Purchaser to have a limited occupancy right to the Unit upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Prior to Sponsor's delivery of the Unit to Purchaser for occupancy under this Agreement, Purchaser shall inspect the Unit in the presence of Sponsor's representative. Purchaser and Sponsor's representative shall complete, date and sign the statement ("Inspection Statement") that the condition of the Unit is acceptable to Purchaser at the conclusion of the inspection, and the statement shall be retained by Sponsor's representative. The Inspection Statement shall contain a list of work to be done ("Punch List Work") by the Sponsor in order to complete the Unit in accordance with the terms of the Offering Plan and Purchase Agreement. Any Punch List Work set forth on the Inspection Statement may be completed by the Sponsor in a reasonable period of time following the execution of this Agreement, and shall not be grounds for delaying the Closing. Purchaser shall provide Sponsor with reasonable access to the Unit during Purchaser's occupancy in order to complete the Punch List Work. Purchaser (i) shall not be entitled to another inspection of the Unit prior to the Closing Date; and (ii) at Closing, shall accept possession to the Unit in its "as is" condition.

2. Sponsor hereby agrees that Purchaser shall have the right to occupy the Unit for the period ("**Occupancy Period**") commencing on the Occupancy Date (defined below) and continuing until the earlier of: (i) the Closing Date on which Purchaser purchases the Unit pursuant to the Purchase Agreement; (ii) thirty (30) days after the date Purchaser seeks to rescind or terminate the Purchase Agreement; (iii) the Cancellation Date, as defined in paragraph 4 below and (iv) within thirty (30) days after receipt of written notice from Sponsor that Sponsor has abandoned the Offering Plan, or otherwise terminates this offer of Units under the Offering Plan. Each of the dates referred to in (i), (ii) (iii) and (iv) above is referred to as the

"**Termination Date.**" On the Termination Date, the Cancellation Date, or such earlier date on which the term of this Agreement ends, if Tenant does not simultaneously close under the Purchase Agreement, Purchaser shall deliver to Sponsor possession of the Unit, in broom clean condition and free of all tenancies and occupants. In addition, Purchaser shall repair all damage to the Unit caused by Purchaser.

3. The "**Occupancy Date**" shall be _____, 201_. As consideration for the occupancy of the Unit, Purchaser shall pay to Sponsor a use and occupancy charge for the term of Purchaser's occupancy pursuant to this Agreement in an amount of **$**_____ per month ("**Use Payment**"). No portion of the Use Payment will be credited towards the Unit's purchase price. In addition, Purchaser shall be responsible to pay all utility charges resulting from occupancy of the Unit, including but not limited to, cable, electricity and telephone. Purchaser hereby indemnifies Sponsor from and against any claims made by third parties as a result of Purchaser's failure to pay such charges. This indemnity shall survive the Closing and/or termination of this Agreement. Purchaser shall make the first monthly Use Payment on the date hereof, in addition to the sum of **$**_____, representing the pro-rated Use Payment for the period commencing on the Occupancy Date, and ending on _____, 201_ (last day of month in which term begins). Purchaser shall thereafter make monthly payments of the Use Payment during the remaining Occupancy Period on the first day of each month. If the Termination Date, or such earlier date on which the term of the Agreement ends, occurs on any day other than the first day of a month, the Use Payment paid for that month shall be subject to adjustment by pro-rating the Use Payment based on the number of days which constituted the Occupancy Period in that month. In the event Purchaser defaults under the Purchase Agreement, or Purchaser rescinds its obligations under the Purchase Agreement, Purchaser shall not be entitled to the return of any Use Payment. Purchaser's failure to pay the Use Payment or purchase the Unit pursuant to the Purchase Agreement shall be deemed to be a breach of the terms of this Agreement.

4. (A) If Purchaser fails to close or defaults under the Purchase Agreement, or if Purchaser shall default in the performance of any obligations pursuant to this Agreement and/or the executed Purchase Agreement, then in any one or more of such events, upon Sponsor serving Purchaser written notice (the "Default Notice") of no less than thirty (30) days (the "Default Notice Period"), specifying the nature of said default, then upon the expiration of the Default Notice Period, if Purchaser shall have failed to remedy such default, Sponsor may serve Purchaser with a written notice cancelling this Agreement ("Cancellation Notice") of no less than five (5) days (the "Cancellation Notice Period"), and upon the expiration of the Cancellation Notice Period (the "Cancellation Date"), this Agreement and the term hereunder shall end and expire as fully and completely as if the Cancellation Date were the day herein definitely fixed for the end and expiration of this Agreement and the term thereof, and Purchaser shall then immediately deliver possession of the Unit to Sponsor, but Purchaser shall remain liable as hereinafter provided.

(B) If the Cancellation Notice provided for in (A) of this paragraph 4 shall have been given, and the term hereunder shall expire as aforesaid; or if Purchaser shall be in default of payment of the Use Payment or any other sums due under this Agreement, or if the term of this occupancy agreement expires for any other reason, then and in any such events, Sponsor may without notice, re-enter the Unit either by force or otherwise, remove Purchaser's effects, and

hold the Unit as if this Agreement had not been made; and Purchaser hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end.

(C) In the event of a default under this Agreement, Purchaser agrees to reimburse Sponsor for (i) the reasonable costs of repairing or replacing any damage to the Unit resulting from Purchaser's occupancy and (ii) all actual and incidental costs incurred by Sponsor as a result of Purchaser's occupancy of the Unit, including but not limited to, recovering possession of the Unit, storage fees for Purchaser's belongings, utility charges, restoring the Unit to its original condition, and reasonable attorneys' fees.

5. During the Occupancy Period, Purchaser shall be obligated to maintain and keep the Unit clean and in good repair and condition. Purchaser shall have no right to alter the Unit in any way including, but not limited to, painting or installing wall-to-wall carpeting. No persons other than Purchaser and Purchaser's immediate family may occupy the Unit, and the Unit may not be sublet, and/or occupied by any other person without the express written consent of Sponsor, which consent may be denied in Sponsor's absolute discretion.

6. Purchaser acknowledges that while the Unit may be in all other respects complete and ready for occupancy, certain other services and facilities in the Building may be subject to shut-off or otherwise unavailable as a result of ongoing construction in the Building. Purchaser agrees that the 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 any executed Purchase Agreement.

7. It is specifically understood and agreed that Sponsor shall be exempt from, and Purchaser shall indemnify and hold Sponsor harmless 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 the Occupancy Date (including without limitation, reasonable attorney's fees incurred in connection with the enforcement of this Agreement) ("Claims"). This indemnity shall survive the Closing and/or termination of this Agreement. Commencing on the Occupancy Date, Purchaser shall maintain general comprehensive liability and fire insurance coverage in an amount of no less than $2,000,000 per occurrence, and against any loss or damage to Purchaser's personal belongings, and such insurance policy shall name the Sponsor, the Condominium and the managing agent as additional insureds, and shall not be cancellable without prior notification to, and consent of, Sponsor. Purchaser shall not take possession of the Unit until such time as the certificate of insurance acceptable to Sponsor has been delivered to Sponsor.

8. It is specifically understood and agreed that nothing contained herein shall waive or modify the rights of Sponsor or Purchaser under the executed Purchase Agreement in the event the parties hereto fail to close title to the Unit in accordance with the terms of the Purchase Agreement.

9. The parties hereto acknowledge that this Agreement is a revocable license and 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 solely as an accommodation to Purchaser, at the request of Purchaser. Purchaser also acknowledges that no rental protection laws are

applicable to Purchaser or any member of Purchaser's family who occupies the Unit pursuant to this Agreement.

10. Purchaser acknowledges that if this Agreement terminates by reasons other than the Purchaser's purchase of the Unit, the timely surrender by Purchaser of the Unit upon the Termination Date and/or Cancellation Date is an important inducement to Sponsor in entering into this Agreement. If the Unit is not surrendered upon the Termination Date and/or Cancellation Date, Purchaser, at the option of Sponsor, shall be deemed to be occupying the Unit on a month-to-month basis, at a monthly rental equal to $_____ per month, subject to all of the other terms of this Agreement. Purchaser acknowledges that the monthly sum payable to Sponsor during the period Purchaser holds over past the term of this Agreement is not a penalty, and constitutes the fair value of the Unit for the applicable holdover period. Purchaser's obligations under this paragraph shall survive the termination of this Agreement.

11. In the event Purchaser holds over beyond the Termination Date and/or the Cancellation Date, Purchaser (i) agrees that the Sponsor, without notice, may forthwith commence a summary holdover proceeding for the purpose of regaining possession of the Unit; (ii) agrees 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; (iii) consents to the immediate entry of a final judgment of possession of the Unit, warrant to issue forthwith; (iv) represents that the above-referenced final judgment of possession is absolute and unconditional; and (v) agrees not to apply for any stay of execution of the warrant of eviction.

12. Purchaser acknowledges and agrees that while residing in the Unit under this Agreement, Purchaser is subject to the By-Laws, Rules and Regulations and provisions of the Declaration Establishing a Plan for Condominium Ownership (collectively, the "Document") of the Condominium. Purchaser further acknowledges and agrees that Purchaser shall not perform any act, or fail to perform an act, if the performance or failure to perform would be a violation of or default under the Document. Purchaser agrees to observe and be bound by all the terms contained in the Document that apply to the occupant or user of the Unit or a user of the Condominium common areas and facilities. Purchaser agrees to observe all of the Rules and Regulations of the Condominium, as referenced in the Document and otherwise.

13. Purchaser acknowledges that Purchaser has obtained the advice of counsel prior to executing this Agreement.

14. In the event of any conflict between the terms of this Agreement and the terms of the Purchase Agreement, the terms of this Agreement shall control. If a term or provision of this Agreement is deemed illegal or unenforceable, that term or provision shall no longer apply and the remainder of this Agreement shall remain in full force and effect.

15. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York.

16. The parties hereto agree that any terms and provisions referred to in the attached Purchase Agreement are hereby incorporated by reference into this Agreement.

17. Any notices shall be sent pursuant to the terms set forth in the Purchase Agreement.

18. This Agreement may be executed in one or more counterparts and together shall constitute one and the same document.

19. Any default by Purchaser under this Agreement, including but not limited to failing to pay the Use Payment, shall constitute a default by Purchaser under the Purchase Agreement. Upon such default, Sponsor, in its sole discretion, may enforce all of its rights under the Purchase Agreement, including, but not limited to, terminating the Purchase Agreement, retaining the Deposit held under the Purchase Agreement, together with all interest earned thereon. Before Sponsor utilizes the default under this Agreement as the sole reason to declare a default under the Purchase Agreement, Sponsor shall either 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. 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 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 sales.

20. This Agreement may not be changed or terminated orally but only by an agreement in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this day and year first above written.

SPONSOR:
GREENE MERCER HOLDINGS LLC

By:_____

PURCHASER:

_____
Print Name:

_____
Print Name:

STORAGE BIN LICENSE

STORAGE BIN LICENSE

AGREEMENT made this _____ day of _____, 201__ (this "Agreement") by and between 57-63 GREENE STREET CONDOMINIUM, having an office at _____ _____, and _____, having an address at 57-63 Greene Street, Unit _____, Manhattan, New York ("Unit Owner");

WHEREAS, 57-63 GREENE STREET CONDOMINIUM ("Condominium") is governed by a certain Declaration of Condominium dated _____, recorded in the New York County Office of the Register of the City of New York on _____ in Reel ____, Page ____, as the same has been or may be amended from time to time (the "Declaration"), the by-laws of the Condominium, as the same has been or may be amended from time to time (the "By-Laws") and the rules and regulations of the Condominium, as the same has been or may be amended from time to time (the "Rules and Regulations") (the "Declaration", the "By-Laws" and the "Rules and Regulations" are collectively, referred to as the "Condominium Documents"); and

WHEREAS, in a portion of the cellar level of the Condominium there is a Loft Common Element designated as Storage ("Licensed Area"); and

WHEREAS, in the Licensed Area, Storage Bins have been installed for use by permitted Loft Unit Owners; and

WHEREAS, Unit Owner, owns or simultaneously herewith is acquiring a Loft Unit in the Condominium; and

WHEREAS, Unit Owner desires the right to the exclusive use of the Storage Bin designated as Number ____ for so long as Unit Owner owns a Loft Unit in the Condominium;

NOW THEREFORE, in consideration of the sum of $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Condominium hereby grants to Unit Owner, its successors and assigns, a license for the exclusive use of the Storage Bin ("License") and Unit Owner hereby accepts such License from the Condominium for a term commencing on the date hereof.

2. The Storage Bin may only be used for storage purposes provided that no material which pose a health or safety threat or which otherwise create a nuisance may be stored therein.

3. Unit Owner shall not (a) store any property outside of their designated Storage Bin; (b) allow any other person to use the Storage Bin except in accordance with the terms hereof.

4. This License may be assigned by Unit Owner at any time provided (i) the assignee is a Loft Unit Owner at the Condominium, (ii) the assignee assumes the obligations hereunder in a form prepared by the Condominium Board, (iii) notification of the assignment is delivered in writing to the Condominium Board in compliance with its requirements, and (iv) no outstanding monies are owed to the Condominium Board (including legal fees for the Condominium Board's attorneys in connection with the preparation of the Assignment and Assumption). The License shall automatically terminate at such time as the Unit Owner no longer owns a Loft Unit in the Condominium unless this License is assigned to and assumed by another Loft Unit Owner.

5. Unit Owner represents that it has made a thorough inspection of the Storage Bin and agrees to take same in its condition "as is" as of the date of this Agreement. Unit Owner shall throughout the term of this Agreement, take good care of and maintain the Storage Bin. All repairs and replacement to the Storage Bin and the cost and expense thereof shall be performed in accordance with the Condominium Documents.

6. Neither Sponsor nor the Condominium nor their respective agents or employees shall be liable for any theft or damage to any property stored in the Storage Bin.

7. The terms of this Agreement are subject to the terms of the Condominium Documents. Nothing contained herein shall be construed as limiting the rights and obligations of the parties under the Condominium Documents. Any conflict between the provisions of this Agreement and the Condominium Documents shall be resolved in favor of the Condominium Documents.

8. If Unit Owner defaults in its obligations hereunder or under the Condominium Documents, Condominium may, in addition to the rights and remedies set forth in the Condominium Documents, (i) deny access to and use of the Storage Bin until Unit Owner cures such default or (ii) terminate this Agreement upon written notice to Unit Owner.

9. Condominium or its agents shall have the right (but not the obligation) to open the Storage Bin in an emergency at any time, and, at other reasonable times upon prior notice to Unit Owner, to inspect and examine the Storage Bin and to make such repairs, replacements and improvements as the Condominium shall deem necessary.

10. This Agreement shall constitute a License only and shall not be construed under any circumstances to be a sale of the Storage Bin or conveyance of title thereto. In no event shall a landlord/tenant relationship exist between the Condominium and the Unit Owner with respect to this Agreement.

11. Unit Owner shall indemnify and hold the Sponsor, the Condominium Board, its officers, agents and employees, harmless from and against any and all liabilities, claims, penalties and judgments, together with any related costs and expenses, including reasonable legal fees, asserted against or sustained by any of them in connection with any act, omission, or negligence of Unit Owner or Unit Owner's family, servants, employees, agents, guests and invitees in connection with the License.

12. Unit Owner shall be obligated to reimburse the Condominium for any legal fees and disbursements incurred by the Condominium in defending the rights of the Condominium under this Agreement or, in the event Unit Owner defaults under this Agreement beyond any applicable grace period, enforcing Unit Owner's obligations hereunder.

13. Neither this Agreement nor any provision hereof may be waived, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, amendment, discharge or termination is sought and then only to the extent set forth in such instrument.

14. It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this Agreement, which alone fully and completely express their agreement and that this Agreement supersedes any and all such understandings and agreements with respect to the subject matter hereof.

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

16. 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.

17. Any failure by the Condominium to insist upon strict performance by Unit Owner of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, irrespective of the number of violations or breaches which may occur, and the Condominium, notwithstanding any such failure, shall have the right thereafter to insist upon strict performance by Unit Owner of any and all of the provisions of this Agreement to be performed by Unit Owner.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

Agreed to and Acknowledged by:

CONDOMINIUM:

57-63 GREENE STREET CONDOMINIUM,
by its Board of Managers

By: _____
Name:
Title:

UNIT OWNER:

_____

_____

TAX OPINION LETTER

BORIS SAKS, ESQ. PLLC

September 10, 2015

Greene Mercer Holdings LLC
11 East 44th Street, Suite 1000
New York, New York 10017

Re: 57-63 Greene Street
Block 486, Lot 1202
Borough of Manhattan

Ladies and Gentlemen:

We have prepared this letter in response to your request for a projection of the estimated real estate assessments and taxes upon the subdivision of the existing individual loft unit into 23 loft units within the existing condominium regime of ownership of 57-63 Greene Street Condominium (the "Condominium").

In preparing our projections we have relied on the following information provided to us regarding this project:

1. The first year of condominium operation for the Condominium, inclusive of the 23 loft units, shall commence on January 1, 2016;

2. Upon the subdivision of the individual loft unit, lot 1202, the subject property will include 23 loft units;

3. The proposed total gross residential square footage, including residential lobby area, common area hallways, elevator shafts, etc., is approximately 48,000 square feet;

4. The site contains approximately 10,000 square feet of total land area; and

5. The property is undergoing a renovation of approximately $11,000,000 – all of which will be completed by January, 2016.

By law, the New York City Department of Finance ("Finance") is required to estimate the market value of every property in the City as of January 5th each year. The first year of condominium operation will be from January 1, 2016 through December 31, 2016. This period coincides with the second half of the 2015/16 fiscal tax year and the first half

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of the 2016/17 tax year. The taxes for 2015/16 will based on the property's market value as of January 5, 2015 while the taxes for 2016/17 will be based on the property's market value as of January 5, 2016.

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

The New York City Department of Finance Real Property Assessment Department currently employs three recognized methods of appraisal in order to arrive at a market value. These methods are the cost of construction method, the capitalization of pre real estate tax net income method and the comparable sales price method.

The cost of construction method is based on the theory that the value of a property is reflected by adding the hard and soft costs of construction to the cost of acquiring the land.

Capitalization of pre real estate tax net income is based upon the principal idea that the estimated pre real estate tax net income generated by the property, divided by the rate of return (adjusted for the payment of real estate taxes), yields an accurate estimate of market value.

The comparable sales price method arrives at a value by surveying sales prices of properties of comparable size, location and use which were sold relatively proximate to the valuation date.

Additionally, state law requires that Finance value cooperatives and condominiums as if they are rental apartment buildings. This means that Finance's value estimate is not based on sales prices, but rather on an estimate of the rent that would be charged for the units in the cooperative and/or condominium building if the units were rental apartments.

In setting a market value, the assessor will typically use one, two or a combination of all three methods to arrive at an assessed value.

For 2013/14, Finance set a market value of $7,902,046 which resulted in an Actual Assessment of $3,555,921 and a Transitional Assessment of $3,424,570. The applicable class 4 tax rate in 2013/14 was 10.323%.

For 2014/15, Finance set a market value of $8,446,771 which resulted in an Actual Assessment of $3,801,047 and a Transitional Assessment of $3,491,736. The applicable class 4 tax rate in 2014/15 was 10.684%.

For 2015/16, Finance estimated the market value to be $8,569,000 for the subject tax lot. This resulted in an Actual Assessment of $3,856,050 and a Transitional Assessment of $3,661,632. At a class 4 tax rate of 10.684%, the taxes payable for the 2015/16 tax year are $391,208. As a result, the taxes payable for the period of January through June of 2016 will be $195,604.

For purposes of taxation, Finance divides real property into four tax classifications. Tax Class 1 includes most residential property of up to three units, vacant land that is zoned for residential use, and most condominium buildings that are not more than three stories. Tax Class 2 includes all other property that is primarily residential, such as apartment buildings, cooperatives and condominiums. Tax Class 3 includes property with equipment owned by a gas, telephone or electric company. Tax Class 4 includes all commercial and industrial property, such as office or factory buildings. Upon conversion to condominium ownership, the subject lot should be classified as a Tax Class 2.

Conciliation of the three methods of appraisal results in an estimate of fair market value of approximately $12,000,000 for tax year 2016/17. At the present time, Finance assesses Tax Class 2 properties at 45% of its market value. As a result, the projected Actual Assessed Values for the property will be approximately $5,400,000 for the 2016/17 tax year. The current tax rate for Tax Class 2 properties is 13.145%. Therefore, the projected real estate taxes for the 2016/17 tax year are approximately $709,830. As a result, the taxes payable for the period of July through December 2016 are estimated to be $354,915. Thus, the taxes payable for January through December 2016 are estimated to be $550,519.

The following breakdown of projected real estate taxes for each individual loft unit is based on Finance's practice of allocating the taxes based on each individual unit's percentage of common elements (figures are approximate due to rounding of the tax rate and projected taxes):

Unit	Percentage of Loft Common Interest	Annual Projected Real Estate Taxes
2A	2.34%	$12,882
2B	2.73%	$15,029
2C	3.10%	$17,066
2D	3.90%	$21,470
2E	3.45%	$18,993
2F	3.75%	$20,644
3A	5.98%	$32,921
3B	3.83%	$21,085
3C	2.80%	$15,415
3D	3.00%	$16,516
3E	3.22%	$17,727
4A	2.51%	$13,818
4B	3.45%	$18,993
4C	3.80%	$20,920
4D	5.91%	$32,536
4E	3.46%	$19,048

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5A	4.98%	$27,416
5B	5.29%	$29,122
5C	4.48%	$24,663
5D	4.89%	$26,920
PHA	10.89%	$59,951
PHB	5.72%	$31,490
PHC	6.52%	$35,894
Total	100.00%	$550,519

However, there is no guarantee that Finance will apportion the taxes according to the percentages of common elements for each unit. As a result, the taxes for each unit may be higher or lower than those indicated above.

The projected real estate taxes contained herein are a good faith estimate, but are in no way a representation or warranty of what the actual assessed values or real estate taxes will be. It is not possible to estimate with any degree of certainty the actual taxes to be levied against a property, and therefore it is likely that the taxes will be substantially lesser or greater than estimated herein. Our firm assumes no liability as a result of any differences between our projections and the actual taxes levied.

This letter expresses no opinion as to assessments, real estate taxes, or otherwise, in regard to the commercial unit in the Condominium.

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

Very truly yours,

Boris Saks, Esq. PLLC

By: _____

DECLARATION OF CONDOMINIUM

RESTATED AND AMENDED DECLARATION

Establishing a Plan for Condominium Ownership of the Premises known as and by the street number

57-63 Greene Street
New York, New York 10012

Pursuant to Article 9-B of the Real Property Law of the State of New York

Name of Condominium:	**57-63 Greene Street Condominium**
Declarant:	**Greene Mercer Holdings LLC** **c/o AION Investments LLC** **11 East 44th Street, Suite 1000** **New York, New York 10017**
Date of Restated and Amended Declaration:	**_____ ____, 2016**

Prepared By:

GERSTEIN STRAUSS & RINALDI LLP

57 West 38th Street, 9th Floor
New York, New York 10018
(212) 398-7900
Attention: Lisa J. Rinaldi, Esq.

The land affected by the within instrument lies in Block 486 F/K/A Lots 1201 and 1202 N/K/A Lots _____through _____ on the Tax Map of the Borough of Manhattan, County of New York, City of New York

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RESTATED AND AMENDED DECLARATION OF THE 57-63 GREENE STREET CONDOMINIUM

(Pursuant to Article 9-B of the Real Property Law of the State of New York)

Declarant, Greene Mercer Holdings LLC (sometimes herein referred as the "Declarant" or "Sponsor"), a New York limited liability company, maintaining an office at c/o AION Investments LLC, 11 East 44th Street, Suite 1000, New York, New York 10017 does hereby declare as follows:

RECITALS

WHEREAS, 57-63 Greene Street Condominium was established by Declarant pursuant to the terms of a Declaration dated October 13, 2010, and recorded on January 7, 2011 under CRFN 2011000007142 in the Office of the Register of the City and County of New York (the "Original Declaration"); and

WHEREAS, the Original Declaration created two (2) Units: Unit 1, a Commercial Unit located in part of the cellar and part of the ground floor (sometimes referred to herein as "Unit 1" and sometimes referred to herein as the "Commercial Unit"); and Unit 2, a Loft Unit located on the second through sixth floors of the Building (sometimes referred to herein as "Unit 2" and sometimes referred to herein as the "Loft Unit"); and

WHEREAS, the Original Declaration was amended by: (i) a First Amendment to Declaration and By-Laws of the 57-63 Greene Street Condominium dated August 3, 2012, and recorded on August 31, 2012 under CRFN 2012000346407 in the Office of the Register of the City and County of New York (the "First Amendment); and (ii) a Second Amendment to Declaration and By-Laws of the 57-63 Greene Street Condominium dated September 5, 2012 and recorded on October 3, 2012 under CRFN 2012000393393 in the Office of the Register of the City and County of New York (the "Second Amendment") (the Original Declaration, the First Amendment and the Second Amendment being collectively referred to as the "Original Declaration, as Amended"); and

WHEREAS, Unit 1 has been conveyed to 57-63 Greene Realty, LLC by Deed dated as of September 6, 2012 and recorded on October 3, 2012 under CRFN 2012000393404 in the Office of the Register of the City and County of New York; and

WHEREAS, the purpose of this Restated and Amended Declaration is, among other things, to (i) effect the subdivision of the Loft Unit into 23 Loft Units; (ii) describe the Building and Units "as-built" in accordance with the Original Declaration, as amended; (iii) accompany the filing of amended Floor Plans depicting the Units and Building as built; (iv) create categories of Limited Common Elements and Limited Loft Common Elements which are for the use of one or more Loft Unit Owners; (v) govern the operation of the Condominium once the Loft Unit has been subdivided into individual Loft Units; and (vi) otherwise further amend and restate the Original Declaration, as Amended, and, as appropriate, the Exhibits annexed to the Original Declaration, as Amended, in order to supplement, modify, supercede, restate and replace the Original Declaration, as Amended, and the Exhibits thereto in their entirety.

NOW, THEREFORE, the Declarant, being the owner of the existing Loft Unit, does hereby amend, restate and replace the Original Declaration, as Amended, and the Exhibits annexed to the Original Declaration, as Amended, in their entirety, with this Restated and Amended Declaration and the Exhibits annexed hereto, as follows:

ARTICLE 1
SUBMISSION OF PROPERTY

Declarant previously submitted the Property to the provisions of the Condominium Act and pursuant thereto established a regime for ownership of the Property as more particularly set forth in the Original Declaration, as restated and amended hereby, including the restated and amended By-Laws annexed hereto as Schedule C.

ARTICLE 2
NAME OF THE CONDOMINIUM

The Condominium shall be known as 57-63 Greene Street Condominium. Until all Loft Units have been sold and conveyed by Sponsor, the name of the Condominium shall not be changed, except by Sponsor, in Sponsor's sole and absolute discretion .

ARTICLE 3
THE LAND, THE PROPERTY AND THE BUILDING

3.1 Included in the Property is the Land comprised of the parcel of land designated as Block 486, n/k/a Lots _____, f/k/a Lots 1201 and 1202, on the Tax Map of the Borough of Manhattan, City and State of New York

and more particularly described in Schedule A annexed hereto and made a part hereof.

3.2 The Building on the Land consists of one cellar level and six (6) structural stories above the cellar level. The Building is framed with cast iron columns and wood beams bearing on masonry walls.

3.3 The Property contains twenty-three (23) Loft Units and one Commercial Unit. Unit 1, which includes spaces in the cellar level and on the first (1st) floor of the Building, shall also be referred to as the Commercial Unit. Units 2A through PHC, which include spaces on the second (2nd) through sixth (6th) floors of the Building, formerly known as the Loft Unit are also collectively referred to as the Loft Units, and individually as a Loft Unit.

ARTICLE 4
THE UNITS

Schedule B annexed hereto and made a part hereof sets forth the following data with respect to the Units necessary for the proper identification thereof: Unit designation; tax lot number; approximate square foot area of the Units and any Limited Common Elements; location; number of rooms; the portions of Common Elements to which such Unit has immediate access; and the Common Interest appurtenant to such Unit. The precise location of each Unit is shown of the Floor Plans.

ARTICLE 5
DIMENSIONS OF UNITS

5.1 There are a total of twenty-four (24) Units as shown on the Floor Plans for the Building.

5.2 The dimensions of the Units shown on the Floor Plans reflect the approximate interior dimensions of each Unit. Accordingly, measured horizontally, the Loft Units' and the Commercial Unit's sizes are calculated from the exterior face of the exterior walls adjacent to the Unit, to the centerline of the demising wall between Units, corridors, elevator, stairs, and other mechanical equipment spaces or any Common Elements not within a Unit, or to the exterior face of the opposite exterior wall. Columns, mechanical pipes, shafts, shaft ways, chases, chase ways and conduits are not deducted from the measurement of each Unit.

5.3 Measured vertically, each Loft Unit and the Commercial Unit will consist of the volume from the top of the floor slab (located under the finished

flooring and the sub-floor materials) to the underside of the wood joist structural framing members under the wood sub-floor above.

5.4 The size of the Common Elements which fall within the boundaries of a Unit are included in the square foot area of the Unit, even though they are not part of the Unit.

5.5 The Commercial Unit shall include the storefront of the Commercial Unit, including without limitation, the windows of such storefront, and the Commercial Unit Owner shall be responsible for the repair, maintenance and replacement of such storefront.

5.6 Each Unit includes, and each Unit Owner shall be responsible for, the front entrance door and any other entrance doors to such Unit, the interior walls, partitions, floors and floor coverings and plastered ceilings affixed, attached or appurtenant to such Unit, smoke detectors, carbon monoxide detectors, window panes, all plumbing, gas and heating fixtures and equipment such as refrigerators, dishwashers, washers and dryers (whether or not installed by Sponsor), heating, ventilating and air conditioning units (including the fans inside the units), heating equipment, ranges and other appliances, sinks, bathtubs, waterclosets and all other Facilities as may be affixed, attached or appurtenant to such Unit and serving such Unit exclusively. Plumbing, gas and heating fixtures and equipment as used in the preceding sentence shall include exposed gas and water pipes from branch or fixture shut-off valves attached to fixtures, appliances and equipment and the fixtures, appliances and equipment to which they are attached, and any special pipes or equipment which a Unit Owner may install within 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. Each Unit shall also include all lighting and electrical fixtures and appliances within the Unit and any special equipment, fixtures or Facilities affixed, attached or appurtenant to the Unit, to the extent located within a Unit from the panel and serving or benefiting only that Unit. Any Common Element located within a Unit shall not be considered a part of such Unit.

5.7 Notwithstanding anything contained in this Article to the contrary, each Unit Owner will have the right, exercisable at any time, to install, at such Unit Owner's sole cost and expense, decorations, fixtures and coverings (including, without limitation, painting, finishing, wall to wall carpeting, pictures, mirrors, shelving and lighting fixtures) on the surfaces of the walls, ceilings and floors that face the interior of such Unit Owner's Unit and to a depth of one inch behind such surfaces for the purposes of installing nails, screws, bolts and the like, provided

that no such installation shall impair the structural integrity, sound integrity and mechanical and electrical systems of such Unit or of the Building or violate Law.

5.8 (a) Fee simple absolute title to the Commercial Unit and the Loft Unit was deemed to have vested in Declarant as of the recording of the Original Declaration.

(b) Fee simple absolute title to the Commercial Unit was conveyed by Declarant to 57-63 Greene Realty, LLC by deed dated September 6, 2012 and recorded on October 3, 2012 under CRFN 2012000393404 in the Register's Office, and 57-63 Greene Realty, LLC owns the Commercial Unit as of the date hereof.

(c) Upon the recording of this Declaration, fee simple absolute title to the 23 Loft Units will be deemed to vest automatically with Sponsor without the need to execute specific or particular deeds or indentures for such Units.

ARTICLE 6
COMMON ELEMENTS

The Common Elements consist of the entire Property, including the Land and all parts of the Building and improvements thereon, other than the Units. The Common Elements are comprised of the General Common Elements, the Loft Common Elements, the Limited Loft Common Elements and the Commercial Limited Common Elements.

6.1 The General Common Elements (the "General Common Elements") consist of the Land and those portions of the Building (other than the Units, Loft Common Elements, Limited Loft Common Elements, or the Commercial Limited Common Elements), as well as those Facilities therein, either currently existing for the common use of the Units or of the Unit Owners or necessary for, or convenient for the existence, maintenance, management, operation or safety of the Property. Without intending to limit the generality of the foregoing in any respect, the General Common Elements include the following:

(i) the Land, (including landscaping) including without limitation, the portions of the Land on which the Building is erected, and all other improved and unimproved areas not within the Units, the Loft Common Elements, the Limited Loft Common Elements, or the Commercial Limited Common Elements, together with all easements, rights and privileges appurtenant thereto;

(ii) all foundations, columns, girders, beams, joints, supports, exterior walls, interior bearing walls, staircases, stair bulkhead, corridors, the plywood sub-floor below the finished floor to the underside of the wood joist structural framing member under the ceiling below, and roofs, except for portions thereof specifically designated herein, or on the Floor Plans as parts of Units and/or Commercial Limited Common Elements and/or Loft Common Elements and/or Limited Loft Common Elements;

(iii) the water and sewer pipes from the City water main and public sewer line to the meters servicing the Units, if any, or to the point where they are within the boundaries of the Unit;

(iv) all central and appurtenant installations and Facilities for services such as central heat, air conditioning, power, light, telephone, plumbing, drainage, sewer and all gas, water, sewer and pipes, risers, valves, fittings, flues and appurtenances thereto and other mechanical and electrical systems to the extent such installations and fixtures service multiple Units or the General Common Elements, and to the extent that the same are not included as a part of the Loft Common Elements, the Limited Loft Common Elements or the Commercial Limited Common Elements;

(v) the portion of the sprinkler system including fittings, valves, sprinkler heads and piping servicing all Units, but not a Unit exclusively;

(vi) the corridor space located on the cellar level of the Building;

(vii) the portion of the roof near Stairway A as shown on the Floor Plan for the roof;

(viii) the electrical room on the cellar level of the Building;

(ix) Stairway A from the cellar to the ground floor;

(x) Stairway B from the cellar to the ground floor;

(xi) the ground floor lobby at the southern front of the Building;

(xii) the ground floor stairwell entrance at the southern front of the Building; and

(xiii) all other parts of the Property, and all apparatus and installations now existing or hereafter constructed in the Building or on the Property for the common use of the Units or the Unit Owners or necessary or convenient to the existence, maintenance or safety of the Property.

6.2 The Loft Common Elements consist of the portions of the Building, as well as those Facilities therein, either currently or hereafter existing for the exclusive common use of the Loft Units or of the Loft Unit Owners only. Without intending to limit the generality of the foregoing in any respect, the Loft Common Elements include:

(i) the ground floor lobby at the northern front of the Building;

(ii) one (1) passenger elevator and its doors, shaft, pit and equipment machine room;

(iii) Stairway A (the north stairs going from the ground floor to the roof of the Building) and Stairway B (the south stairs going from the ground floor to the roof of the Building) and their vestibules and landings; and

(iv) the rooftop recreation area on the roof of the Building, all furnishings, structural and decorative elements contained therein, the mechanical area on the roof of the Building;

(v) all masonry walls, partitions, floors and ceilings in, on or under the Building, separating (i) a Loft Unit from the Commercial Unit, another Loft Unit or a Loft Common Element, or (ii) a Loft Common Element from another Loft Common Element and (iii) that portion of all such masonry walls, partitions, floors and ceilings separating a Loft Common Element from a General Common Element, a Limited Loft Common Element, a Commercial Limited Common Element or the Commercial Unit, from the midpoint of any such wall, partition, floor or ceiling to the boundary line of such Loft Common Element;

(vi) the exterior façade of the Building and window systems from the second floor and above, as well as the exterior façade of the portion of the Building that contains the residential lobby;

(vii) the structural components of the Building from the second floor and above as well as the structural components of the portion of the Building that contains the residential lobby;

(viii) trash rooms on each floor of Floors Second through Sixth;

(ix) all elevator lobbies above the ground floor and hallways between Loft Units; and

(x) the roofing membrane and all waterproofing components from the second floor and above, as well as the waterproofing components of the portion of the Building that contains the residential lobby

(xi) the portion of the sprinkler system including fittings, valves, sprinkler heads and pipes servicing the Units respectively, which shall be for the exclusive use of the Loft Units;

(xii) the Stair A and Stair B Bulkheads located on the roof of the Building;

(xiii) the elevator bulkhead located on the roof of the Building;

(xiv) the portion of the roof of the Building marked as a Loft Common Element, as shown on the Floor Plan for the roof;

(xv) all central and appurtenant installations and Facilities for services such as power, light, telephone, intercom, gas, sewer, plumbing, sprinklers, fire protection, hot and cold water distribution, heat, garbage disposal, master & cable television and other mechanical and electrical systems which serve the Loft Units and/or the Loft Common Elements only;

(xvi) Storage Bins;

(xvii) the boiler, fire pump, hot water heater, telecommunications room, and building superintendent's office and janitor's closet; and fire pump room, two plumbing rooms, boiler room, and hot water heater room, refuse storage room, storage room, package room, electrical equipment room, and water closet located on the cellar level of the Building;

(xviii)sink closets in the cellar;

(xix) the bathroom in the cellar;

(xx) all interior portions of the Building, to the extent that the same are not expressly included as part of the General Common Elements pursuant to the terms of Paragraph (6.1) above or the Limited Loft Common Elements pursuant to the terms of Paragraph (6.4) below, or a Commercial Limited Common Element pursuant to the terms of Paragraph (6.3) below, or a Unit pursuant to the terms of Article 5 hereof; and

(xxi) the vault area in the cellar below the sidewalk abutting Greene Street.

6.3 The Commercial Limited Common Elements consist of all portions of the Property (other than the Units, General Common Elements, Loft Common Elements and Limited Loft Common Elements) that are for the use of the Commercial Unit to the exclusion of any other Unit. The Commercial Limited Common Elements that are for the use of the Commercial Unit are designated on the Floor Plans as Commercial Limited Common Elements ("Commercial Limited Common Elements") which include, without limitation:

(i) the inaccessible area at the rear of the cellar of the Building as shown on the Floor Plans;

(ii) the roof of the cellar at the southern rear of the ground floor of the Building as shown on the Floor Plans;

(iii) the roof of the first floor at the rear of the second floor of the Building as shown on the Floor Plans;

(iv) the space on the roof of the Building which contains existing Verizon equipment on steel dunnage and the stairway on said roof accessing such equipment as shown on the Floor Plan, as revised, for the roof over the top of the Building and which is attached hereto as Exhibit "F"; and

(v) the façade of the Building on the ground floor level of the Building on the exterior of the Commercial Unit.

6.4 The Limited Loft Common Elements consist of all portions of the Property (other than the Units, General Common Elements, Loft Common Elements and Commercial Limited Common Elements) that are for the use of the

one Loft Unit to the exclusion of any other Unit. Limited Loft Common Elements consist of the Loft Unit PHB Terrace and Stair Bulkhead, the Loft Unit PHC Terrace and Stair Bulkhead, and the Loft Unit PHA Terrace and Stair Bulkhead.

6.5 The Common Elements shall remain undivided, and no Unit Owner or any other Person shall bring, or shall have the right to bring, any action for partition or division thereof, except as is expressly permitted pursuant to the terms of Article 18 hereof and Section 5.6 of the By-Laws.

ARTICLE 7
DETERMINATION OF PERCENTAGES OF COMMON INTEREST

7.1 The Common Interest of each Unit in the Common Elements has been determined based upon Section 339-(i)(1)(iv) of the Condominium Act and is based upon floor space, subject to 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. Any reapportionment of the Common Interests appurtenant to the Units permitted under this Declaration shall be determined in accordance with Section 339-(i)(1)(iv) of the Condominium Act.

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

7.3 Common Expenses may be allocated to one or more Units in a manner different from the allocation of Common Interests, as permitted by the Condominium Act, provided that such allocation is based on the proportion of expenses and charges fairly attributable to such Units, based on actual usage of particular services and based upon special or exclusive use or availability or exclusive control or particular Common Elements by particular Unit Owners of such Unit, and in each case as determined by the Condominium Board, in accordance with and subject to the restrictions set forth in this Declaration and the By-Laws. With respect to the Commercial Unit, Common Expenses shall be allocated by the Condominium Board as are fairly attributable to such Unit, provided, that such expense items are actually utilized in connection with the operation or occupancy of such Unit, and any such allocation must be based on usage or changes in use or from changed circumstances.

ARTICLE 8
USE OF UNITS

8.1 As more particularly set forth in, and subject to the provisions of Law and the By-Laws, each Loft Unit may be used only as provided by applicable Law and the then existing certificate of occupancy for the Building. A Loft Unit owned or leased by an individual, corporation, partnership, fiduciary or any other entity (including, but not limited to, the United States government and any instrumentality thereof and foreign governments and any embassy, consulate, or other instrumentality thereof, any foreign government or any embassy, consulate or other instrumentality thereof) may only be occupied for the uses permitted hereunder (unless the Condominium Board otherwise consents) by said individual, or an individual officer, director, stockholder or employee of such corporation, or by an individual partner or employee of such partnership, or by said individual fiduciary (including directors, officers, stockholders or employees of corporate fiduciaries or partners or employees of partnership fiduciaries) or by an individual beneficiary of said fiduciary, or an individual principal or employee of such other entity, respectively, or by Family Members or guests of any of the foregoing (and nothing contained in this sentence shall be deemed to prohibit the exclusive occupancy of any Loft Unit by such Family Members or guests); however, the foregoing restrictions shall not apply to Unsold Units. Loft Units may only be leased in accordance with the By-Laws and the Rules and Regulations. A Loft Unit may not be used for any hotel type use, short term vacation use, or any short term use for which a payment or fee is paid to a Loft Unit Owner or any third party. Notwithstanding the foregoing, Sponsor may rent out an Unsold Unit for short-term use.

8.2 Regarding Loft Units in the building designated as Joint Living Working Quarters for Artists (JLWQA) under New York State Multiple Dwelling Law Article 7-B, nothing contained in this Declaration, the By-Laws, or Rules and Regulations or any amendments thereof shall permit the Sponsor, Condominium Board and/or the Owner of a Loft Unit designated as JLWQA to unreasonably interfere with a certified artist's ability to regularly engage in his or her art form on a professional basis within the respective Loft Unit occupied by them. Notwithstanding the foregoing, any such certified artist lawfully occupying a JLWQA Unit shall comply with all applicable Federal, State and/or City Statutes, ordinances, regulations or laws and obligations including, but not limited to, the New York Rent Stabilization Code and New York City Rent Control Law and New York State Real Property Actions and Proceedings Law such as requirements relating to nonpayment of rent, illegal subletting, primary residency, and nuisance.

Nothing contained in this paragraph shall be deemed to grant an occupant of a JLWQA Loft Unit additional rights other than those granted to them under applicable law. Nothing contained in this paragraph shall be deemed to grant an occupant of a JLWQA Unit any rights other than those granted to them under Multiple Dwelling law Article 7-B and applicable law.

8.3 The Commercial Unit may be used for such purposes as are permitted by applicable Law, except that under no circumstances whatsoever shall the Commercial Unit or any part thereof be used for one or more Commercial Unit's Prohibited Uses.

8.4 The Commercial Unit Owner may change the certificate of occupancy for the Building as it applies to the Commercial Unit only, provided that such change: (i) does not permit any of the Commercial Unit's Prohibited Uses; (ii) only permits retail use pursuant to Use Group 6 (or the then equivalent Use Group that permits the Commercial Unit to be used only for retail use); and (iii) does not adversely impact, in any way whatsoever, as determined by the Sponsor, on the use of any or all of the Loft Units or any contemplated use of the Loft Units including any change of use of the Loft Units to residential use or subject to applicable Law, any other use (other than the Loft Unit's Prohibited Uses), or when the Sponsor no longer own any Loft Units, then as determined by the Condominium Board. The Commercial Unit Owner shall not change the certificate of occupancy except as provided herein.

8.5 The Commercial Unit Owner shall have the right to maintain the existing Verizon equipment and to erect any additional, replacement or modified communications equipment of substantially similar kind to the existing Verizon equipment (but subject to the provisions contained herein including without limitation, restrictions as to the size and location of such equipment), and to use, lease, license, maintain, repair, replace and operate such communications equipment, as permitted by applicable Law, on the Commercial Limited Common Elements or any part thereof located on the roof over the top floor of the Building only as specifically indicated in the plan of said roof attached hereto as Exhibit "F" and subject to the other terms contained herein. In connection therewith, the Commercial Unit Owner shall have the right: (i) to use, repair and maintain the existing Verizon equipment and to install any replacement or modified equipment or additional equipment provided that any such replacement or modified or additional equipment is of substantially similar kind and does not exceed the size of the existing Verizon equipment located on the Commercial Limited Common Elements located on the roof of the Building and further provided that any such replacement or modified or additional equipment shall only be located on the

Commercial Limited Common Elements or any part thereof located on the roof over the top floor of the Building only as specifically indicated in the plan of said roof attached hereto as Exhibit "F" and further provided, that any such replacement or modified or additional equipment does not disturb or materially or adversely affect any Common Element (including any other category of Common Elements to be established by Sponsor) or any Building-wide system or any Loft Unit; and (ii) to use, repair, replace and maintain the existing wiring in the existing conduits and pathways that service the existing Verizon equipment and to install new wiring in the existing conduits and pathways necessary to operate such Verizon equipment or any replacement or modified or additional equipment, and to use, maintain, repair and replace the existing conduits and pathways, provided, however, that no such wiring, conduits and/or pathways shall push through or into any Unit, other than the Commercial Unit, or any Common Element (other than the Commercial Limited Common Element and other than the existing conduit located in the General Common Element in the basement of the Building which services the existing Verizon equipment) or any other category of Common Elements to be established by Sponsor, unless the Sponsor consents to same or when the Sponsor no longer owns any Units, then the Condominium Board consents to same and further provided that the existing conduits and pathways which contain the wiring shall not be repaired, replaced, expanded, relocated or altered unless the Sponsor consents to same or when the Sponsor no longer owns any Units, then the Condominium Board consents to same. The Commercial Unit Owner shall be entitled to all income and profit derived in connection with the usage or transfer of such rights. The Commercial Unit Owner shall not use the Commercial Limited Common Elements or any equipment installed thereon pursuant to the terms contained herein, in such a manner as will unreasonably disturb or materially or adversely affect the other Unit Owners, the Common Elements (including any other category of Common Elements to be established by Sponsor), the Loft Common Elements, the Limited Loft Common Elements or the Loft Units.

8.6 The sale of Loft Units is subject to the right of the Condominium Board to exercise a Right of First Refusal, as set forth in Article 7 of the By-Laws.

8.7 Notwithstanding the foregoing or anything contained in the By-Laws or the Rules and Regulations to the contrary, and supplementing Section 12.5 below, the Sponsor or its designee may, without the permission of the Condominium Board, in connection with the sale or rental of the Units, place signage of any size and in any location on the Property (other than the storefront and windows of the Commercial Unit, or the exterior of the Building immediately

adjacent to the storefront and windows of the Commercial Unit) until such time as all such Units have been conveyed to Purchasers thereof.

8.8 Notwithstanding the foregoing or anything contained in the By-Laws or the Rules and Regulations to the contrary, Sponsor may, without the permission of the Condominium Board (1) grant permission for the use of any Unsold Unit as a professional office or for any other purpose, provided such use is permitted by Law, and does not violate the then existing certificate of occupancy for the Building or any other governmental regulations or the Declaration or By-Laws, (2) use any Unsold Units as model Units and offices for the selling, leasing, management, operation and promotion of the Unsold Units or for any other purpose, subject only to compliance with Law, and (3) lease any Unsold Unit to third parties.

8.9 Further restrictions or requirements on the use of the Units are set forth in the By-Laws and rules and regulations attached thereto.

ARTICLE 9
SUBDIVISION, COMBINATION, SALE AND ALTERATION OF UNITS

9.1 (A)(I) Except to the extent prohibited by Law, Sponsor shall have the right, without the vote or consent or approval of, or payment of any fee to, the Condominium Board, other Unit Owners, the Selling Agent, the Managing Agent or the Mortgage Representatives, if any, to:

(a) make alterations, additions or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon the Loft Common Elements and the Unsold Units and their appurtenant Limited Loft Common Elements, if any;

(b) change the layout of, or number of rooms in, any Unsold Units, and in accordance with Sponsor's Special Easement Rights, change the layout and/or size in any Commercial Unit and change the boundary walls of the Commercial Unit (except as set forth in Section 9.1(A)II) below);

(c) change the size and/or number of Unsold Units by (w) subdividing one or more Unsold Units into two or more separate Units, (x) combining separate Unsold Units (including those resulting from such subdivision or otherwise) into one or more Units, (y) altering the boundary walls between any Unsold Unit or, (z) otherwise, including incorporating Loft Common Elements (such as a portion of a hallway used exclusively by the occupant(s) of such Unsold Unit) which exclusively benefit an Unsold Unit into such Unit;

(d) change the number of rooms in any Unit (other than the Commercial Unit);

(e) change the use of any Unsold Unit to residential use or, subject to Law, any other use other than the Loft Unit's Prohibited Use;

(f) incorporate Common Elements into the Commercial Unit, subject to Sponsor's Special Easement Rights, and in connection with any of the above, to reapportion among the Units (other than the Commercial Unit, subject to the Sponsor's Special Easement Rights) affected by any such change, subdivision, combination or alteration, their respective appurtenant Common Interest, provided that such reapportionment does not reduce the Commercial Unit Owner's Common Interest and does not have an Adverse Effect on the Commercial Unit Owner's use of the Commercial Unit; and

(g) change the designation of, or reconfigure any Common Elements (except for Commercial Limited Common Elements) and/or create any other category of Common Elements and/or to eliminate any category of Common Elements (except for Commercial Limited Common Elements) to the extent that it does not have an Adverse Effect on the Commercial Unit Owner's use of the Commercial Unit, then in such case, the Sponsor, or once the Sponsor no longer owns any Loft Units, the Condominium Board shall provide reasonable access to the Commercial Limited Common Elements upon reasonable notice from the Commercial Unit Owner requesting such access (in a location designated from time to time by the Sponsor, or the Condominium Board) which access shall be at reasonable times provided that a representative of Sponsor or the Condominium Board, as the case may be, or the managing agent of the Condominium is present during all such times of access and such representative shall be available during regular business hours except in an Emergency, following receipt of reasonable notice from the Commercial Unit Owner as set forth herein;

Notwithstanding the foregoing, the corridor space located in the cellar of the Building shall not be reconfigured in a manner that will have an Adverse Effect on the Commercial Unit Owner's access to the cellar portion of its Unit;

(h) to erect partitions and fences around the Limited Loft Common Elements, the Loft Common Elements or any other category of Common Elements established by the Sponsor, and in such case, the Sponsor, or the Condominium Board, as the case may be, shall provide reasonable access to the Commercial Limited Common Elements upon reasonable notice from the Commercial Unit Owner requesting such access (in a location designated

from time to time by the Sponsor or the Condominium Board, as the case may be) which access shall be at reasonable times provided that a representative of Sponsor, the Condominium Board or the managing agent of the Condominium is present during all such times of access and such representative shall be made available at reasonable times following receipt of reasonable notice from the Commercial Unit Owner as set forth herein;

(i) to install equipment relating to the heating and hot water system, the air conditioning system and other mechanical, plumbing, electrical or other system in the Building and on any Common Element (other than the Commercial Limited Common Element); provided however that the installation of such equipment shall not have an Adverse Effect on the Commercial Unit Owner's use of the cellar portion of the Commercial Unit.

(j) to erect a sidewalk bridge (which, if allowed by applicable Law, will be a "double height" sidewalk bridge), and scaffolding above the sidewalk bridge, provided however, that unless required by Law, a sidewalk bridge will not be erected from November 15 through January 5;

(k) to construct, install, erect, enclose, maintain, repair, replace, relocate or alter any new or existing risers, pipes, ducts, conduits or similar lines (for, including without limitation, electric, gas, steam, cable television, telephone, water, storm drainage, sewer and other utilities) within or adjacent to the walls, ceilings or floors located in any Loft Units, Limited Loft Common Elements, Loft Common Elements, Commercial Limited Common Elements or, in the event that it does not have an Adverse Effect on the use of the Commercial Unit, the Common Elements (including any other category of Common Elements to be established by Sponsor);

(l) to construct, install, erect, maintain, repair, replace, relocate or alter any new or existing stairway in any Loft Unit, Limited Loft Common Elements, Loft Common Element, or, in the event that it does not have an Adverse Effect on the use of the Commercial Unit, the Commercial Limited Common Elements (other than the Commercial Limited Common Element located on the roof of the Building) or, in the event that it does not have an Adverse Effect on the use of the Commercial Unit, the Common Elements (including any other category of Common Elements to be established by Sponsor);

(m) (without any obligation of Sponsor to do so) to cure any violations and remove any violations of record;

(n) to do all work to achieve the foregoing and to perform any and all work in connection therewith;

(o) to store materials in the Loft Common Elements and Limited Loft Common Elements; and

(p) to access the Common Elements, the Limited Loft Common Elements, the Loft Common Elements, the Commercial Limited Common Elements and the Units, including without limitation, the Commercial Unit (subject to the Sponsor's Special Easement Rights), in order to effectuate all of the above set forth in this Subsection 9.1 (provided such work does not have an Adverse Effect on the Commercial Unit). The Sponsor may not make any changes to the interior of the Commercial Unit except: (i) with respect to Sponsor's Special Easement Rights, or (ii) as otherwise provided herein.

(II) In addition to the other rights of Sponsor set forth above and otherwise herein, the Sponsor, for so long as it shall own one or more Loft Units, shall have the right, without the requirement of consent of the Condominium Board, any other Unit Owner(s) or any other party (provided such work does not have an Adverse Effect on the Commercial Unit): (i) to construct, install, erect, enclose, relocate or alter any new or existing risers, pipes, ducts, conduits or similar lines for, including without limitation, electric, gas, steam, cable television, telephone, water, storm drainage, sewer and other utilities, within the walls (other than within the arches which are located within the two (2) interior walls on the first floor of the Commercial Unit which currently demise the three (3) spaces located in the Commercial Unit), ceilings or floors located in any Commercial Unit(s) or on the interior of the Commercial Unit but adjacent to the walls, ceilings or floors located within the Commercial Unit and as necessitated by any unforeseen conditions or as required by applicable Law; and (ii) to construct, install, erect, relocate or alter any new or existing stairway in any Commercial Unit(s) and any alterations or changes thereto may be made as necessitated by any unforeseen conditions or as required by applicable Law (including without limitation, the rules, regulations, codes and laws of the New York City Department of Buildings, the Department of City Planning of the City of New York and the Landmarks Preservation Commission); and (iii) without any obligation of Sponsor to do so, to cure any violations and remove any violations of record; and (iv) to erect a sidewalk bridge (which, if allowed by applicable Law, will be a "double height" sidewalk bridge), and scaffolding above the sidewalk bridge, and (v) without any obligation of Sponsor to do so, to maintain, repair and/or replace any new or existing risers, pipes, ducts, conduits or similar lines (for, including without limitation, electric, gas, steam, cable television, telephone, water, storm

drainage, sewer and other utilities) and/or stairways; and (viii) to access the Common Elements, the Loft Common Elements, the Limited Loft Common Elements, the Commercial Limited Common Elements and the Units, including without limitation, the Commercial Unit, in order to effectuate the foregoing (all of the rights set forth in this Section 9.1(A)(II) are collectively referred to as the "Sponsor's Special Easement Rights"). The Sponsor has the right to assign Sponsor's Special Easement Rights. The Sponsor's Special Easement Rights shall be exercised only by Sponsor in connection with (i) any Loft Unit(s) owned by Sponsor, or (ii) any benefit to Sponsor, as determined by Sponsor.

(III) The Sponsor has the right to convey a portion of the General Common Elements to a purchaser (only in connection with a conveyance of one or more Loft Units without the consent of any other Unit Owners or the Condominium Board or any other party), provided such conveyance does not have an Adverse Effect on the Commercial Unit. In such event, (i) the Declaration and the Floor Plans will be amended to reflect that the affected Common Element shall henceforth be designated as a Limited Loft Common Element appurtenant to the Loft Unit(s) or a Commercial Limited Common Element appurtenant to the Commercial Unit or any other category of Common Elements to be established by Sponsor, and; (ii) the legal description and Common Interest of the appurtenant Units shall not be affected by such change except as otherwise set forth herein. Any such change by the Sponsor which is required by applicable Law to be included in an amendment to the Declaration will be reflected in a duly recorded amendment to the Declaration, the Floor Plans, and other documents as may be necessary to effectuate the change, prepared by the Sponsor and meeting the requirements of Article 9-B of the New York Real Property Law. Such amendment to the Declaration and other documents shall be executed by the Condominium Board upon presentation and demand by the Sponsor (which execution shall be deemed a mere ministerial function and subject to injunctive relief in favor of the Sponsor). The recording thereof and the filing of the Floor Plans, as further revised, and all costs of preparation and recording in connection therewith shall be the obligation of the Sponsor.

(IV) Notwithstanding anything set forth above to the contrary, any amendment to be made pursuant to this Article 9 to reflect a change to be made to the Commercial Unit or a Commercial Limited Common Element, will require the consent of the Commercial Unit Owner, unless such consent is otherwise not required pursuant to the this Declaration.

(V) Notwithstanding anything contained herein to the contrary, but subject to the protections specifically afforded to the Commercial Unit Owner and set forth in this Article 9, the Sponsor may amend the Declaration and By-Laws and Floor Plans without the consent of the Condominium Board or any other Unit Owners, in order to take any action described in this Article 9 or to effectuate any of the other provisions contained herein.

B. Except for the Sponsor, no Loft Unit Owner shall make any structural addition, alteration, or improvement in or to any Loft Unit or any appurtenant Limited Common Element without first (i) obtaining the consent of the Condominium Board, which consent shall not be unreasonably withheld or delayed, (ii) obtaining and maintaining during the course of such work such insurance as the Sponsor and the Condominium Board may reasonably prescribe, (iii) executing and delivering to the Condominium Board an agreement, in form and substance reasonably satisfactory to the Condominium Board, setting forth the reasonable terms and conditions under which such alteration, addition or improvement may be made, including, without limitation, the days and hours during which any such work may be done, (iv) executing and delivering to the Sponsor and the Condominium Board an agreement indemnifying and holding harmless the Sponsor, the Condominium Board, its members and officers, and all other Loft Unit Owners from and against any liability, cost or expense arising out of or connected to such work, and (v) complying with the provisions of the By-Laws concerning the prerequisites for such addition, alteration or improvement. Notwithstanding the foregoing, no Unit Owner may increase the floor area of the Building or transfer or attempt to transfer development rights or air rights.

Any application to any department of the City of New York or to any other governmental authority for a permit to make an addition, alteration or improvement in or to any Unit or any Common Element will be executed by the Condominium Board without, however, incurring any liability on the part of the Condominium Board or any of them to any contractor, subcontractor or material man on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom.

All responsibility with respect to any such addition, alteration or improvement shall remain with the Unit Owner until conveyance of the Unit, at which time such responsibility shall pass to and be assumed by the transferee and the successors and assigns of such transferee.

C. The Sponsor reserves the exclusive right to utilize in any manner and for any purpose whatsoever any and all development rights and/or air rights which

may be appurtenant to the Property as of the date of the Original Declaration or which may hereinafter accrue with respect thereto. No income or profit derived by the Sponsor in connection with its usage or transfer of such development rights and/or air rights shall accrue to the benefit of the Condominium or any Unit Owner other than the Sponsor.

D. Reserved and intentionally left blank.

E. The provisions of this Article 9 as they relate to the Sponsor shall not be added to, amended, modified or deleted without the prior written consent of the Sponsor.

F. The Commercial Unit Owner(s) shall cooperate with the efforts of the Sponsor (at no cost or expense to the Commercial Unit Owner), including without limitation, the performance by Sponsor of any work required to be performed by the Department of City Planning of the City of New York and the Landmarks Preservation Commission or any other governmental agency and/or any work to be performed pursuant to any subdivision or combination of the Loft Units or change of the use of the Loft Unit(s) to residential use or, subject to applicable Law, any other use (except for the Loft Unit's Prohibited Uses"), to perform any and all work regarding to effectuate the subdivision or combination thereof, to effectuate the change of the use of the Loft Units or any portion thereof to residential use or, subject to applicable Law, any other use (except for the Loft Unit's Prohibited Uses), to develop and/or construct the Loft Unit(s) and to perform any and all work in connection therewith and to install equipment relating to the heating and hot water system, the air conditioning system and other mechanical, plumbing, electrical or other system in the Building or on the Common Elements (except the Commercial Limited Common Elements), including the right to store materials in said Common Elements and the right to erect a sidewalk bridge (which if permitted by applicable Law, will be a "double height" sidewalk bridge) and scaffolding above the sidewalk bridge, provided however, that unless required by Law, a sidewalk bridge will not be erected from November 15 through January 5, and to construct, install, erect, enclose, maintain, repair, replace or alter any new or existing risers, pipes, ducts, conduits or similar lines, within walls located in any Loft Units, Loft Common Elements, Limited Loft Common Elements, Commercial Limited Common Element or Common Elements (including any other category of Common Elements to be established by Sponsor) and to construct, install, erect, maintain, repair, replace or alter any new or existing stairway in any Loft Unit(s), Limited Loft Common Elements, Loft Common Elements, Commercial Limited Common Element or Common Elements (including any other category of Common Elements to be established by Sponsor, its successors or designees) and

to carry out rights of Sponsor herein and to carry out the Sponsor's Special Easement Rights. The Sponsor shall have the right to access the Common Elements, the Limited Loft Common Elements, the Loft Common Elements, the Commercial Limited Common Elements and the Units, including without limitation, the Commercial Unit (subject to the Sponsor's Special Easement Rights), in order to effectuate the matters set forth above in this subsection F.

G. Except as specifically provided herein to the contrary, nothing herein contained shall be deemed to modify, limit or impact, in any way, Sponsor's Special Easement Rights."

9.2 Subject to all applicable Law, and notwithstanding the terms and provisions of Section 9.1B hereof, the Commercial Unit Owner shall have the right, without the consent or approval of the Condominium Board and/or Sponsor, or the other Unit Owners or any managing agent of the Condominium, if any, with respect to the Commercial Unit, respectively, to:

(a) make alterations, additions or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon the Commercial Unit and the Commercial Limited Common Elements; provided, however, that such alterations do not interfere with or materially or adversely affect any Common Element or any Building-wide system or any Loft Unit, subject to the other provisions contained herein, including without limitation, Section 8.2 hereof;

(b) change the layout of, or number of rooms therein;

(c) change the size of the Commercial Unit by (w) subdividing the Commercial Unit into two (2) or more separate Units, (x) combining two (2) or more Commercial Units (resulting from such subdivision or otherwise) into one (1) or more Commercial Units, (y) altering the boundary walls between any two (2) or more separate Commercial Units resulting from such subdivision or combination, or (z) otherwise including and incorporating Commercial Limited Common Elements which exclusively benefit any one of such Commercial Units into such Unit(s); and

(d) if appropriate, reapportion among the Commercial Unit(s) affected by such change in size or number pursuant to the preceding clause (c) their respective Common Interests; provided, however, that, with respect

to any such alteration, addition, improvement, or change in, to, of, or upon the Commercial Unit(s):

(i) no physical modification or other change shall be made to any Unit (other than the Commercial Unit(s)), and/or the Common Elements (except for the Commercial Limited Common Elements as provided herein) and/or any other category of Common Elements to be established by Sponsor, unless the Sponsor (so long as Sponsor own any Unit) or the Unit Owner of any Unit to the extent that such physical modification or change affects such Unit Owner's Unit shall consent thereto or once the Sponsor no longer own any Unit, then the Condominium Board shall consent thereto;

(ii) the Commercial Unit Owner(s) shall comply with all applicable Law;

(iii) the Commercial Unit Owner(s) agrees to hold the Condominium Board harmless from any liability arising therefrom; and

(iv) such alteration, addition, improvement, or change shall not jeopardize the soundness or structural integrity of any part of the Building or the safety of any tenant or other persons at the Building.

All responsibility with respect to any such addition, alteration or improvement to the Commercial Unit shall remain with the Commercial Unit Owner until conveyance of the Commercial Unit, at which time such responsibility shall pass to and be assumed by the transferee and the successors and assigns of such transferee.

Prior to performing any alterations in the Building, the Commercial Unit Owner shall first obtain and maintain during the course of such work such insurance as the Condominium Board may reasonably prescribe. The Commercial Unit Owner shall neither pay any fees to the Condominium Board nor enter into any alteration agreement with the Condominium in connection with alterations made by the Commercial Unit Owner to the Commercial Unit provided that the Commercial Unit Owner complies with the alteration provisions contained herein. The Commercial Unit Owner shall indemnify, hold harmless and defend the Sponsor and Condominium Board and all other Unit Owners to the extent that any such alterations made by or on behalf of the Commercial Unit Owner do not comply with all applicable Laws and cause damage to any unit or any Common Element. Notwithstanding the foregoing, the Commercial Unit Owner shall not

increase the floor area of the Building or transfer or attempt to transfer development rights or air rights, or use more than the Commercial Unit Owner's allotted zoning floor area.

In the event of the subdivision of the Commercial Unit into separate Commercial Units, the owner of each such newly created Unit shall have all the rights, privileges and benefits, and shall be subject to all the obligations of the original Commercial Unit Owner, as provided in this Declaration and the By-Laws and the Rules and Regulations, as hereby or hereafter amended; provided, however, that the owners of such newly created Commercial Units shall continue collectively to be entitled to designate one (1) member to the Condominium Board. The provisions of this Section 9.2 may not be added to, amended, modified, or deleted without the prior written consent of the Commercial Unit Owner.

9.3 Notwithstanding the foregoing, however, the aggregate amounts of the Common Interest of all the Units and the Loft Common Interest of all Loft Units shall always remain at one hundred percent (100%), and no reapportionment of the Common Interest by a Unit Owner shall be made unless there is first delivered to the Condominium Board a written certification acceptable to the Condominium Board stating that the new Common Interest has been based upon the factors set forth in Article 7 hereof. The certification referred to in the preceding sentence shall be delivered by, at such Unit Owner's election, the managing agent of the Condominium, or any other person reasonably acceptable to the Condominium Board. Sponsor shall not have the right to reapportion the Common Interest of the Commercial Unit except in the event of a partial or total taking (by condemnation/eminent domain) or partial or total casualty (and there is rebuilding after a partial or total casualty which necessitates a reapportionment and in such case any such reapportionment shall be done in accordance with the method of any apportionment or reapportionment utilized prior to any such partial or total taking (by condemnation/eminent domain) or partial or total casualty).

9.4 The provisions of Sections 9.2 and 9.3 may not be added to, amended, modified, or deleted without the prior written consent of the Commercial Unit Owner(s).

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. The Secretary of State shall promptly send a copy of any process

served upon them to the President of the 57-63 Greene Street Condominium, at 57-63 Greene Street, New York, New York 10012.

ARTICLE 11
ENCROACHMENTS

If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements as a result of renovation of the Building, or if any encroachment shall occur hereafter as a result of (a) settling or shifting of the Building, or (b) alteration or repair to the Common Elements made by or with the consent (when required by the By-Laws) of the Condominium Board or made by a Unit Owner in accordance with this Declaration or the By-Laws, or (c) repair or restoration of the Building (or any portion thereof) or a Unit or of the Common Elements after damage or destruction by fire or other casualty, or (d) condemnation or eminent domain proceedings of all or any portion of the Building or a 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 so long as the Building shall stand, provided that the creation of such encroachment was not intentional and that it does not materially impair the utilization of the portion of the Building encroached upon for its intended and assigned purpose.

ARTICLE 12
EASEMENTS

12.1 Subject to the terms of the By-Laws and the Rules and Regulations, Sponsor, the Unit Owners, all other permitted tenants and occupants of the Building, the Selling Agent, the Managing Agent, the Condominium Board and all officers, partners, employees, agents, guests, invitees and licensees of the foregoing shall have, in common with all of the others, an easement for ingress and egress through, as well as for the use and enjoyment of, all of the General Common Elements, and the General Common Elements shall be subject to such easement. Notwithstanding the foregoing, however, no Person shall use or enjoy the General Common Elements except in accordance with the reasonable purposes for which they are intended and without encroaching upon the rights of other Persons to do so.

12.2 Subject to the terms of the By-Laws and the Rules and Regulations, Sponsor, the Loft Unit Owners, all other permitted tenants and occupants of Loft Units, the Selling Agent, the Managing Agent, the Condominium Board and all officers, partners, employees, agents, guests, invitees and licensees of the

foregoing shall have, in common with all of the others, an easement for ingress and egress through, as well as for the use and enjoyment of, all of the Loft Common Elements, and the Loft Common Elements shall be subject to such easement. Notwithstanding the foregoing, however, no person shall use or enjoy the Loft Common Elements and the Limited Loft Common Elements except in accordance with the reasonable purposes for which they are intended and without encroaching upon the rights of other persons to do so.

12.3 Subject to the terms of the By-Laws and the Rules and Regulations, Sponsor, the Loft Unit Owners having an exclusive right to use such Limited Loft Common Element, all other permitted tenants and occupants of Loft Units, the Selling Agent, the Managing Agent, the Condominium Board and all officers, partners, employees, agents, guests, invitees and licensees of the foregoing shall have, in common with all of the others, an easement for ingress and egress through, as well as for the use and enjoyment of, all of the Limited Loft Common Elements, and the Limited Loft Common Elements shall be subject to such easement. Notwithstanding the foregoing, however, no person shall use or enjoy the Loft Common Elements and the Limited Loft Common Elements except in accordance with the reasonable purposes for which they are intended and without encroaching upon the rights of other persons to do so.

12.4 The Commercial Unit Owner shall have an easement, to the extent permitted by Law and specifically the Landmarks Commission, to erect, maintain, repair and replace, from time to time, one or more signs, on the exterior of the Commercial Unit for the purpose of advertising the sale or lease of all or any portion of the Commercial Unit and the operation of any business of a tenant or occupant of all or any portion of the Commercial Unit. The size, location, design and lighting of any such sign shall be in compliance with all applicable Law, including without limitation, the Landmarks Preservation Commission and shall not require the consent of the Board of Managers or any other Unit Owner.

12.5 Notwithstanding anything to the contrary contained herein, and supplementing Section 8.6 above, Sponsor and its invitees, licensees, contractors, employees, agents and tenants shall have an easement in, over, under, through and upon the Common Elements to use the same, without being subject to any fee or charge, for all purposes and activities in connection with the sale or renting of Unsold Loft Units and shall have the right to use any one or more Unsold Loft Units as sales, rental and/or management offices and/or as model units. Such Unsold Loft Units shall remain Units within the meaning of this Declaration, the By-Laws and the Condominium Act, and shall not comprise a part of the Common Elements. In addition, Sponsor shall have the right, to the extent permitted by

Law, to use one or more portions of the Common Elements (including but not limited to, lobbies, hallways and corridors), as designated by Sponsor in its sole discretion, without being subject to any fee or charge, for all purposes and activities in connection with the sale or renting of Unsold Units, which right shall include, without limitation, the right to place "for sale", "for rent" and other signs and promotional materials, of such size and content as Sponsor shall determine, in, on, about and adjacent to the exterior walls of the Building.

12.6 Each Unit Owner shall have an easement in common with the other Unit Owners to inspect, use, maintain, construct, repair, alter and replace all Limited Common Elements applicable to such Unit wherever on the Property they may be located. Each Unit shall be subject to an easement in favor of all other Units to use, maintain, repair, alter, restore, rebuild or replace any and all Common Elements serving such other Units and located in such Unit or such Unit's appurtenant Limited Common Elements. The Sponsor and the Condominium Board shall have a right of access to each Unit during normal business hours to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Building, provided that such right of access shall be exercised in such manner as will not unreasonably interfere with the normal conduct of the business being transacted at the Commercial Unit. Such entry shall be permitted on not less than one (1) day's notice, except that no notice will be necessary in the case of an Emergency. The General Common Elements of the Condominium shall be repaired and maintained by and at the cost and expense of the Condominium, unless the repair is necessitated by the gross negligence or willful misconduct of a Unit Owner or a Unit Owner's invitee. All easements described in this Section 12.6 shall, at the option of the Sponsor be exercised either by the Sponsor or the Condominium Board on behalf of all Unit Owners. In any event, once the Sponsor no longer owns any Units in the Building, then all easements described in this Section 12.6 shall be exercised by the Condominium Board. With respect to the Loft Units, such easements and rights of access shall be exercised by the Condominium Board in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes. Such entry shall be permitted on reasonable prior notice based on the nature of the repair or replacement but in no event on less than 1 days' notice, except that no notice will be necessary in the case of an Emergency. Plans and specifications with respect to any such proposed work shall be submitted by the Unit Owner who has requested that the Condominium Board exercise any such easement or right of access, to the Unit Owner whose Unit is to be accessed and all work is to be prosecuted diligently to completion. Notwithstanding any other provision of this Declaration, the By-Laws or the Rules and Regulations, any

alterations carried out in connection with the easements granted hereinabove shall be such that neither the configuration nor the usable area of the affected Unit shall be materially adversely affected.

12.7 The Unit Owners shall each have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of each other and the Common Elements. They shall each have an easement in common with the others for the benefit of themselves, their licensees and invitees, for ingress and egress through all Units and all Common Elements as required in an Emergency. They shall further each have easements over the Common Elements as are reasonably necessary to allow use of said Units for the purposes set forth herein. All easements described in this Section 12.7 shall, at the option of the Sponsor be exercised either by the Sponsor or the Condominium Board on behalf of all Unit Owners. In any event, once the Sponsor no longer own any Units in the Building, then all easements described in this Section 12.7 shall be exercised by the Condominium Board.

12.8 The Condominium Board shall have the right to grant such additional electric, gas, steam, water, sewer, drainage or other utility easements or relocate any existing utility easements in any portion of the Property as the Board shall deem necessary or desirable for the proper operation and maintenance of the Building, or any portion thereof, provided that such additional easements will not prevent or unreasonably interfere with the normal conduct of business of the Unit Owner(s) and their tenants. 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 easements. The Condominium Board shall have the right erect and maintain a sidewalk bridge and scaffolding above the sidewalk bridge and to grant an easement for the erection and maintenance of a sidewalk bridge and scaffolding above the sidewalk bridge, provided that, if permitted by Law, the sidewalk bridge will be "double height". From and after the issuance of a final certificate of occupancy for the Building, the Commercial Unit Owner shall be responsible to pay the reasonable incremental increase in the cost of the "double height" sidewalk bridge, above the cost of a standard height sidewalk bridge."

12.9 Each Unit Owner whose Unit(s) has one or more appurtenant Limited Common Elements shall have an easement of access through the Common Elements, subject to the provisions of Section 12.6 hereof.

12.10 The Sponsor, for so long as it is the owner of one or more Units, shall have an easement over, under and through the Units and the Common Elements (including any other category of Common Elements to be established by Sponsor)

to perform any work in connection with the construction, repair, alteration, or improvement of the Loft Units or further subdivision or combination of the Loft Units or change of the use of the Loft Unit(s) to residential or, subject to applicable Law, any other use (except for the Loft Unit's Prohibited Uses) or to perform any and all work regarding the installation, repair and/or maintenance of equipment relating to the heating and hot water system, the air conditioning system and the mechanical, plumbing, electrical systems and other system in the Building, including the right to store materials in said Common Elements and the right to erect a sidewalk bridge (which if permitted by applicable Law will be a "double height" sidewalk bridge) and scaffolding above the sidewalk bridge and the right to construct, install, erect, enclose, maintain, repair, replace or alter any new or existing risers, pipes, ducts, conduits or similar lines, within walls located in any Loft Units or Common Elements (including any other category of Common Elements to be established by Sponsor) and the right to construct, install, erect, maintain, repair, replace or alter any new or existing stairway in any Loft Units or Common Elements (including any other category of Common Elements to be established by Sponsor), provided such work does not have an Adverse Effect on the Commercial Unit, and the Sponsor, for so long as it is the owner of one or more Units, shall have an easement over, under and through the Units and the Common Elements (including any other category of Common Elements to be established by Sponsor) to perform work required by Law, and/or any other governmental agency. The Sponsor shall have the right to access the Common Elements and the Units, including without limitation, the Commercial Unit, in order to effectuate the work set above in this Section 12.10.

Nothing herein contained, shall be deemed to modify, limit or impact, in any way, Sponsor's Special Easement Rights.

12.11 The Sponsor shall have an easement, over the Common Elements and the Units, provided such work does not have an Adverse Effect on the Commercial Unit, (i) to maintain a sales office and/or model Units; (ii) to erect, maintain, repair and replace from time to time one or more selling, directional and informational signs on the Property as it deems necessary for the purposes of advertising the sale or lease of Units or the leasing of space within either of the Units; and (iii) for access to Units and all Common Elements consistent with the purposes of this Declaration as same may be amended and any future offering plan and Sponsor's rights and obligations thereunder, including, without limitation, the right to construct, renovate, maintain, repair, refurbish, enclose, alter, offer, sell and lease Units or space within Units, and to construct, renovate, maintain, repair, refurbish, enclose the Common Elements, including, without limitation, the elevators,

plumbing, electrical, HVAC, telecommunication and any other mechanical machinery, equipment, pipes, wires and conduits necessary or appurtenant to the Units, including the right to store materials in said Common Elements until such time as all such Units have been conveyed to purchasers thereof. The easements described in sub-sections (i) and (ii) above do not apply to the Commercial Unit or the Commercial Unit Owner.

12.12 The user of any easement granted by this Article 12 shall have the responsibility of repairing any damage resulting therefrom. No fee or charge may be imposed by the Condominium Board for any easement granted herein.

12.13 Notwithstanding anything herein contained to the contrary, the Commercial Unit Owner(s) shall have an easement, to the extent permitted by applicable Law, to erect, maintain, repair and replace, from time to time, one or more signs, only on the storefront of the Commercial Unit for the purpose of advertising the sale or lease of all or any portion of the Commercial Unit(s) and the operation of any business of a tenant or occupant of all or any portion of the Commercial Unit(s). The size, location, design and lighting of any such sign shall be in compliance with all applicable Law, including without limitation, the Landmarks Preservation Commission and shall not require the consent of the Condominium Board or any other Unit Owner. Notwithstanding the foregoing, neon and fluorescent and/or flashing signs or any other illuminated sign which creates a nuisance for the Loft Unit Owners and/or Sponsor, and their tenants and occupants and any other Unit Owners, their tenants and occupants, shall not be permitted, and nor shall any signs which are indecent, lewd, immoral, unlawful, or contain any profanities as determined by Sponsor and/or the Condominium Board be permitted.

12.14 The Condominium Board shall have access to the Limited Common Elements for the purpose of maintaining, repairing and improving the Common Elements. The Unit Owners shall also have access over the Limited Common Elements to the extent such access is required for fire safety purposes.

12.15 Subject to the rights of the Commercial Unit Owner to the exclusive use of the Commercial Limited Common Elements on the roof over the top floor of the Building, the Sponsor shall have an easement to erect, use, lease, maintain, repair, replace and operate antennae, satellite dishes and other communications equipment, as permitted by applicable Law, on any part of the roof and/or façade of the Building and elsewhere on the Common Elements and to utilize any risers, conduits, piping, cables, ducts and electrical panels and rooms, telephone/cable panels and rooms in connection therewith. Nothing herein shall be deemed to

prohibit the Condominium Board from entering into a license or lease agreement for antennae satellite dishes or other communication equipment in any area other than the Commercial Limited Common Elements, the Limited Loft Common Elements and the Loft Common Elements, subject to the terms contained herein. The Sponsor shall assign such easement right set forth in this Section 12.15 to the Condominium Board when the Sponsor no longer owns any Units in the Building.

Notwithstanding the foregoing, the Sponsor and the Condominium Board shall not erect or install antennae, satellite dishes and other communications equipment on the roof of the Building which is over the top floor of the Building which causes wavelength interference with the existing Verizon equipment for so long as the existing Verizon equipment is located on said roof pursuant the existing lease with Verizon dated December 22, 2003 and any existing lease extensions contained in said existing lease. If Verizon sends written notice to the Commercial Unit Owner that there is wavelength interference with Verizon's existing equipment then the Sponsor will modify, relocate or remove its equipment in order to eliminate any such wavelength interference within the applicable grace period provided for in the existing lease provided that the Commercial Unit Owner immediately sends to the Sponsor or the Condominium Board such written notice. Nothing herein shall preclude: (i) tenants or occupants from placing antennae, satellite dishes and other communications equipment inside their spaces leased to them at any time; and/or (ii) the Sponsor and the Condominium Board from erecting or installing antennae, satellite dishes and other communications equipment after the expiration or earlier termination of said lease; and/or (iii) the Sponsor and the Condominium Board from erecting or installing antennae, satellite dishes and other communications equipment on the roof of the Building which is over the top floor of the Building which does not cause wavelength interference with the existing Verizon equipment; and/or (iv) the Sponsor and the Condominium Board from erecting or installing antennae, satellite dishes and other communications equipment elsewhere in the Building.

12.16 The Commercial Unit Owner and its tenants having equipment on the Commercial Limited Common Element shall have a right of access via the elevator or the stairs, which are each Loft Common Elements, and across that portion of the roof over the top floor of the Building which is a Limited Loft Common Element or a General Common Element, if any, solely for the purpose of gaining access to that portion of the roof over the top floor of the Building which is a Commercial Limited Common Element in order to use or replace existing equipment or to use, maintain and repair the Commercial Limited Common Element and the equipment thereon on the roof over the top floor of the Building. The rights of access set forth

in this Section 12.16 shall be exercised by the Commercial Unit Owner in a reasonable and accessible location designated from time to time by the Sponsor, or once the Sponsor no longer owns any Loft Unit(s) then by the Condominium Board and in such a manner as will not unreasonably interfere with the other Units Owners, the Common Elements, or any category of Common Elements to be established by Sponsor. Notwithstanding anything contained herein, in the event that the Commercial Unit Owner requires access to that portion of the roof over the top floor of the Building which is a Commercial Limited Common Element, then the Sponsor, or once the Sponsor no longer owns any Unit(s) then the Condominium Board shall provide reasonable access (in an accessible location designated from time to time by the Sponsor, or by the Condominium Board as the case may be) at reasonable times to the Commercial Limited Common Elements provided that a representative of Sponsor or the Condominium Board or the managing agent of the Condominium is present during all such times of access.

12.17 Sponsor has an easement for access in and to the Common Elements once Sponsor has conveyed all of its Units for promotional purposes relating to other ventures of Sponsor or principals or affiliates of Sponsor.

12.18 Subject to the terms of the By-Laws and the Rules and Regulations, the Commercial Unit Owner shall have an easement to install, operate, maintain, repair, alter, rebuild, restore and replace the Commercial Unit, and any pipes, wires, ducts, vents, cables, conduits or other lines, equipment or facilities forming a part of or relating the Commercial Unit, located in, over, under, through or upon the Common Elements or elsewhere on the Property; provided that access to the Common Elements or other portions of the Property in furtherance of such easement shall be exercised in such a manner as will not unreasonably interfere with the use of the Common Elements and such other portions of the Property for their permitted purposes.

12.19 If (a) any portion of the Common Elements encroaches upon any Unit or upon any other portion of the Common Elements; (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements; or (c) any such encroachment shall hereafter occur as a result of (i) the 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 Condominium Board, or made by Sponsor 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.

12.20 The Commercial Unit Owner, the authorized agents of the Commercial Unit Owner, the tenants of the Commercial Unit Owner, and the licensees and invitees of the foregoing, who are physically handicapped, will have a right of access through the Loft lobby, which is a Loft Common Element, to use the elevator, which is a Loft Common Element, for the limited purpose of entering and leaving the portion of the cellar level of the Building which comprises the Commercial Unit. Such right of access shall be exercised with reasonable care.

12.21 The Commercial Unit Owner, the tenants of the Commercial Unit, the authorized agents of the Commercial Unit Owner, the authorized agents of the tenants of the Commercial Unit, and the authorized agents of the tenants of the Commercial Unit Owner will have a right of access (a) through the Loft lobby, Lobby A, which is a Loft Common Element, to use the elevator, which is a Loft Common Element, to gain access to the cellar for the purpose of installing, maintaining, replacing and effecting repairs to any equipment or machinery servicing the Commercial Unit and located in the cellar, and (b) through the Loft lobby, Lobby A, which is a Loft Common Element, to use the elevator, which is a Loft Common Element, for the purpose of installing, maintaining, replacing and effecting repairs to any equipment servicing the Commercial Unit and located on the roof. Such rights of access shall be exercised with reasonable care and in the presence or the knowledge of either the superintendent/porter or a representative of the Managing Agent.

12.22 In addition to the specific easements set forth in this Article 12, the Property and every portion thereof shall be subject to all easements made with the City of New York or with any utility companies or other Persons in effect prior to the recording of this Declaration.

ARTICLE 13
COVENANT OF FURTHER ASSURANCES

13.1 Any party subject to the terms of this Declaration, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner, or the occupant of a portion of a Unit, a member of the Condominium Board, an officer of the Condominium, or otherwise, shall, 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.

13.2 If any Unit Owner or the Condominium Board or any other party who is subject to the terms of this Declaration fails or refuses to execute, acknowledge or deliver any instrument, or fails or refuses within ten (10) days after request therefor, to take any action that the Condominium Board, any Unit Owner or other party is required to take pursuant to this Declaration at the request of the Sponsor, then the Sponsor is hereby authorized as attorney-in-fact for the Condominium Board, such Unit Owner, or other party, which power shall be deemed to be coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of the Condominium Board, such Unit Owner, or other party, as the case may be.

The Commercial Unit Owner shall have the right, at its sole cost and expense and without the vote or consent of any other Unit Owners or the Condominium Board, to require the Condominium Board to execute, acknowledge and record in the Register's Office or elsewhere, if required by Law, any further amendment to this Declaration, together with such documents, plans and maps as such Commercial Unit Owner deems appropriate solely to reflect any changes in the Commercial Unit and/or the reapportionment of the Common Interest of the Commercial Unit resulting therefrom made by the Commercial Unit Owner in accordance with the terms of this; provided, however, that any such amendment shall not (1) change the Common Interest of any other Unit, or (2) require a physical modification of any other Unit, any Common Elements (other than the Commercial Limited Common Elements) or any category of Common Elements (other than the Commercial Limited Common Elements) established by Sponsor, or (3) adversely affect the priority or validity of the lien of any Permitted Mortgage.

Any amendment to this Declaration and By-Laws and Rules and Regulations may be executed; (i) if on behalf of Sponsor, by Sponsor or, (ii) if on behalf of the Unit Owners or the Condominium Board, by any officer of the Condominium, or (iii) if on behalf of the Commercial Unit Owner pursuant to the terms of this Section 13.2 hereof, by such Commercial Unit Owner. If the amendment requires the approval of a specific percentage of Unit Owners pursuant to the terms of the Declaration or the By-Laws, then there shall be attached to such amendment an original executed Secretary's Certificate, certifying that the requisite number and percentage of Unit Owners approved the amendment at a duly constituted meeting or (when permitted in the Declaration or the By-Laws as amended herein) in writing without a meeting, in which Secretary's Certificate shall be described the number and percentage of Unit Owners so consenting and (if voted upon at a meeting) the date and time of the meeting.

13.3 If any Unit Owner or the Condominium Board or any other party who is subject to the terms of this Declaration fails or refuses to execute, acknowledge or deliver any instrument, or fails or refuses within ten (10) days after request therefor, to take any action that the Condominium Board, any Unit Owner, or other party is required to take pursuant to this Declaration at the request of the Sponsor or the Commercial Unit Owner, then the Sponsor or the Commercial Unit Owner is hereby authorized as attorney-in-fact for the Condominium Board, such Unit Owner, or other party, which power shall be deemed to be coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of the Condominium Board, such Unit Owner, or other party, as the case may be.

13.4 Nothing contained in this Article 13 shall be in derogation of Section 339(i) of the Condominium Act; and nothing contained in this Article 13 shall preclude the Sponsor, the Condominium Board or any Unit Owner from exercising any other rights and remedies available.

ARTICLE 14
UNITS SUBJECT TO DECLARATION, BY-LAWS, RULES AND REGULATIONS

14.1 All provisions of this Declaration, the By-Laws and the Rules and Regulations annexed thereto, 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 every part thereof and interest therein, and all of the provisions thereof shall be binding upon and inure to the benefit of the owner of all or any part thereof, or interest therein, and his heirs, executors, administrators, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future owners, tenants and occupants of Units shall be subject to, and shall comply with, the provisions of this Declaration, the By-Laws and the Rules and Regulations as they may be amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of a Unit shall constitute an agreement that the provisions of this Declaration, the By-Laws, and Rules and Regulations, as they 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 stipulated at length in each and every deed.

ARTICLE 15
POWERS OF ATTORNEY TO CONDOMINIUM BOARD

15.1 Each Unit Owner, by acceptance of a deed or otherwise succeeding to title to a Unit, shall be deemed to have irrevocably nominated, constituted and appointed as such Unit Owner's attorney in-fact, coupled with an interest and with power of substitution, (i) Sponsor, to amend the Condominium Documents pursuant to the terms of Article 17 hereof, and (ii) the Persons who shall from time to time constitute the Condominium Board, jointly, to:

(a) employ counsel for purposes of protesting the New York City real property tax assessments with the New York City Tax Commission and instituting tax certiorari proceedings on behalf of the Loft Unit Owners for the reduction of the assessed valuation of their Units, such Loft Unit Owners agreeing not to protest said assessments and bring such tax certiorari proceedings at their own initiative and on their own behalf, provided, however, that the Commercial Unit Owner shall have the right to bring its own proceeding;

(b) acquire or lease any Loft Unit, together with its Appurtenant Interests whose owner desires to sell, convey, transfer, assign, lease, or surrender the same or acquire any Loft Unit, together with its Appurtenant Interests that becomes the subject of a foreclosure or other similar sale, in the name of the Condominium Board or its designee, corporate or otherwise, on behalf of all Loft Unit Owners at the sole cost and expense of the Loft Unit Owners;

(c) convey, sell, lease, mortgage, or otherwise deal with (but not to vote the Common Interest, appurtenant to) any Loft Unit so acquired or to sublease any Unit so leased; and

(d) execute, acknowledge and deliver (1) any declaration or other instrument affecting the Condominium that the Condominium Board deems necessary or appropriate to comply with any law applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Condominium or (2) any consent, covenant, restriction, easement, or declaration, or any amendment thereto, affecting the Condominium or the Common Elements that the Condominium Board deems necessary or appropriate or (3) any protests and tax certiorari proceeding affecting Units.

15.2 In confirmation of the foregoing power of attorney, each Unit Owner, upon the request of either Sponsor or the Condominium Board, shall duly execute, acknowledge and deliver to the requesting party, for recording in the Register's

Office, a Unit Power of Attorney in the form set forth as an Exhibit E to this Declaration, or in the form otherwise required by Sponsor and/or the Condominium Board, except that the form of the Unit Power of Attorney to be executed by the Commercial Unit Owner shall not grant the powers enumerated in the first clause (a) (*i.e.*, reduction of real estate tax assessments), which right shall be retained by the Commercial Unit Owner who shall be entitled to file its own tax appeal with respect to the Commercial Unit, except for any tax year in which a proceeding is pending as of the date hereof.

ARTICLE 16
ACQUISITION OF UNITS BY CONDOMINIUM BOARD

In the event any Loft Unit Owner shall surrender his Loft Unit, together with: (i) the undivided interest in the Common Elements appurtenant thereto; (ii) the interest of such Loft Unit Owner in any other Loft Units acquired by the Condominium Board or its designee on behalf of all Loft Unit Owners or the proceeds of the sale or lease thereof, if any; and (iii) the interest of such Loft Unit Owner in any other assets of the Condominium (hereinafter collectively called the "Appurtenant Interests"), pursuant to the provisions of the By-Laws or Section 339-x of the Real Property Law of the State of New York, or in the event the Condominium Board shall purchase at a foreclosure or other judicial sale, a Loft Unit, together with the Appurtenant interests, title to any such Loft Units together with the Appurtenant Interests shall be held by the Condominium Board or its designee, corporate or otherwise, on behalf of all Owners, in proportion to their respective Common Interests. The lease covering any Loft Unit leased by the Condominium Board, or its designee, corporate or otherwise, shall be held by the Condominium Board or its designee, corporate or otherwise, on behalf of all Loft Unit Owners, in proportion to their respective Common Interests.

ARTICLE 17
AMENDMENTS TO DECLARATION

17.1 Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions or deletions affecting Sponsor, or any Unsold Units, 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 having voting rights taken in accordance with the provisions of the By-Laws; provided, however, that the Common Interest appurtenant to each Unit as expressed in this Declaration shall not be altered without the written consent of all Unit Owners directly affected, except as specifically set forth herein. No such amendment, modification, addition or

deletion shall be effective until recorded in the Register's Office. Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions or deletions affecting Sponsor, or any Unsold Units, any such amendment, modification, addition or deletion shall be executed by either the Condominium Board as attorney-in-fact for the Unit Owners, coupled with an interest, and the Condominium Board is hereby authorized by such Unit Owners so to act as their attorney-in-fact. Subject to the rights of Sponsor under Articles 8, 9, 12, 15, and 16 of this Declaration, which may not be lessened or reduced, Articles 8, 9, 12, 15 and 16 of this Declaration may not be amended, modified, added to or deleted unless 80% in number and in Common Interest of all Unit Owners having voting rights affected thereby, approve such amendment, modification, addition or deletion in the manner set forth above.

17.2 Sponsor shall have the right, at its sole cost and expense and without the vote or consent of any other Unit Owners, or the Condominium Board, to execute, acknowledge and record (or, at Sponsor's sole option, to require the Condominium Board or any other Unit Owners to execute, acknowledge and record) in the Register's Office and elsewhere, if required by Law, one or more amendments to this Declaration (including, Exhibit B hereto), together with such documents, plans and maps as Sponsor deems appropriate to effectuate the same:

(i) to reflect any changes in Unsold Units and/or the reapportionment of the Common Interest of the affected Unsold Units resulting therefrom made by Sponsor in accordance with the terms of Article 9 hereof; or

(ii) required by (x) an Institutional Lender designated by Sponsor to make a loan secured by a mortgage on any Loft Unit, (y) any governmental agency having regulatory jurisdiction over the Condominium, or (z) any title insurance company selected by Sponsor to insure title to any Loft Unit,

(iii) any matters solely affecting the Loft Unit Owners, including but not limited to, the creation of Limited Common Elements which are for the use of one or more Loft Unit Owner and/or with respect to any matters for which the consent of the Commercial Unit Owner and/or the Condominium Board is not required pursuant to the terms contained in the Declaration and By-Laws.

provided, however, that any amendment made pursuant to the terms of subparagraph (i) or (ii) or (iii) of this Section shall not (1) change the Common Interest of any Unit other than a Unit owned by Sponsor, or (2) require a physical modification of any Unit other than a Unit owned by Sponsor, or (3) adversely

affect the priority or validity of the lien of any purchase money mortgage or any mortgage held by an Institutional Lender unless the owner of such affected Unit (in the event described in subparagraph (1) or (2) of this Section) or the holder of such mortgage (in the event described in subparagraph (3) of this Section) shall consent thereto by joining in the execution of such amendment.

17.3 The Sponsor and/or the Condominium Board shall have the right, without the vote or consent of any Unit Owners (other than the Unit Owners affected by the Combination of Units), to execute, acknowledge and record in the Register's Office and elsewhere, if required by Law, one or more amendments to this Declaration (including Exhibit B hereto), together with such documents, plans and maps as the Condominium Board deems appropriate to reflect any changes in Units and/or the reapportionment of the Common Interest of the affected Units resulting from the combination of Units by the respective Unit Owners; provided, however, that any such amendment shall not (1) change the Common Interest of any Unit other than the Units to be combined, or (2) require a physical modification of any Unit other than the combined Units, or (3) adversely affect the priority or validity of the lien of any purchase money mortgage or any mortgage held by an Institutional Lender unless the holder of such mortgage shall consent thereto by joining in the execution of such amendment.

17.4 The Commercial Unit Owner shall have the right, at its sole cost and expense and without the vote or consent of any other Unit Owners, or the Condominium Board, to execute, acknowledge and record in the Register's Office or elsewhere, if required by Law, one or more amendments to this Declaration (including, to Exhibit B hereto), together with such documents, plans and maps as the Commercial Unit Owner deems appropriate to effectuate the same to reflect any changes in the Commercial Unit and/or the reapportionment of the Common Interest of the Commercial Unit resulting from changes made to the Commercial Unit by the Commercial Unit Owner in accordance with the terms of Article 9 hereof; provided, however, that any such amendment shall not (1) change the Common Interest or Loft Common Interest of any other Unit, or (2) require a physical modification of any other Unit, or (3) adversely affect the priority or validity of the lien of any mortgage held by an Institutional Lender.

17.5 Any amendment to this Declaration may be executed; (i) if on behalf of Sponsor pursuant to the terms of Section 17.2 hereof, by any principal of Sponsor, or, (ii) if on behalf of the Unit Owners, or Unit Owners combining Units, or the Condominium Board, by any officer of the Condominium, or (iii) if on behalf of the Commercial Unit Owner pursuant to the terms of Section 17.3-hereof, by such Commercial Unit Owner. If the amendment requires the approval

of a specific percentage of Unit Owners pursuant to the terms of this Declaration or the By-Laws, then there shall be attached to such amendment an original executed Secretary's Certificate, certifying that the requisite number and percentage of Unit Owners approved the amendment at a duly constituted meeting or (when permitted in this Declaration or the By-Laws) in writing without a meeting, in which Certificate shall be described the number and percentage of Unit Owners so consenting and (if voted upon at a meeting) the date and time of the meeting.

17.6 Notwithstanding anything contained in the Condominium Documents to the contrary, but subject to any limitation imposed by the Condominium Act, no amendment to the Condominium Documents shall be adopted for so long as Sponsor owns any Unit, without the prior written consent of Sponsor, or for so long as the Loft Unit Mortgagee holds the Loft Unit Mortgage, without the prior written consent of the Loft Unit Mortgagee, if the same would (i) interfere with the sale, lease, or other disposition of a Unit owned by Sponsor, (ii) abridge, modify, suspend, eliminate, or otherwise affect any right, power, easement, privilege, or benefit granted to Sponsor or its lender, or (iii) impose any discriminatory charge or fee against Sponsor. Notwithstanding anything contained in the Condominium Documents to the contrary, but subject to any limitation imposed by the Condominium Act, no amendment to the Condominium documents shall be adopted if same would (i) unreasonably interfere with the sale, lease, or other disposition of the Commercial Unit(s) by the Commercial Unit Owner(s), (ii) abridge, modify, suspend, eliminate, or otherwise affect any right, power, easement, privilege, or benefit granted to the Commercial Unit Owner(s), or (iii) impose any discriminatory charge or fee against the Commercial Unit Owner(s).

17.7 The provisions of this Article 17 may not be modified, amended, added to or deleted, in whole or in part, without the consent of Sponsor if the same relate to Sponsor or a Unit owned by Sponsor or the rights and obligations of Sponsor under the Declaration and By-Laws, and without the consent of the Commercial Unit Owner if the same relate to the Commercial Unit Owner, the Commercial Unit or Commercial Limited Common Elements or the rights and obligations of the Commercial Unit Owner under the Declaration and By-Laws, except as otherwise provided herein.

17.8 Notwithstanding anything herein to the contrary, in the event that the interest of the Sponsor or the Unit Owner(s) of a Unit containing solely commercial space is adversely affected by any such proposed amendment, deletion or modification, or any of the rights, powers, easements, privileges or benefits reserved to the Sponsor or the Commercial Unit Owner, are to be eliminated,

changed or impaired thereby, then this Declaration shall not be amended without the prior written consent of the Sponsor or the Commercial Unit Owner, except as otherwise provided herein. In the event the allocation of Common Interest appurtenant to a Unit Owner's Unit is altered, then this Declaration shall not be amended without the written consent of the affected Unit Owner, except as otherwise provided herein. In addition, no amendment which adversely affects the lien of any mortgage on a Unit may be made without the written consent of the affected mortgagee, except as otherwise provided herein.

17.9 Any person authorized to sign, acknowledge and record an amendment to this Declaration is also authorized to cause to be properly certified and filed and/or recorded with the tax assessor (and other Governmental Authority having jurisdiction) and in the City Register's Office any appropriate amendments to the Floor Plans whenever required in connection with such amendment to this Declaration (such as in the case of amendment to this Declaration to reflect a Unit subdivision or Unit combination pursuant to Article 9).

ARTICLE 18
TERMINATION OF CONDOMINIUM

The Condominium shall continue until:

18.1 terminated by casualty, loss, condemnation, or eminent domain as provided in the By-Laws;

18.2 terminated by withdrawal of the Property from the provisions of the New York Condominium Act by a vote of at least eighty percent (80%) of the Loft Unit Owners both in number and in common interest, and the Commercial Unit Owner.

In the event said withdrawal is authorized, the Property shall be subject to an action for partition by any Unit Owner or its lienor as if owned in common, in which event the net proceeds of sale shall be divided among the Unit Owners in proportion to their respective Common Interests, provided that no payment shall be made to a Unit Owner until there has first been paid out of such share of the net proceeds all liens on said Unit, in order of priority of such liens.

ARTICLE 19
SEVERABILITY

The invalidity of any provision of this Declaration or the enforceability of any provision as against any person or under certain circumstances shall not be

deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provisions had never been included herein, and shall be valid and enforced to the fullest extent permitted by Law.

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 nor the intent of any provision thereof.

ARTICLE 22
GENDER

The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

ARTICLE 23
SUCCESSORS AND ASSIGNS

The rights and/or obligations of the Sponsor and its designees set forth herein shall inure to the benefit of, and be binding upon, any successor, assignee or designee of the Sponsor. The Sponsor shall have the right, at any time in its sole discretion to assign, transfer or encumber its interests herein, whether by merger, consolidation, lease, assignment or otherwise.

ARTICLE 24
INCORPORATION BY REFERENCE

The terms, covenants, conditions, descriptions and other information contained in (i) the property description annexed hereto as Exhibit A; (ii) the description of the Units annexed hereto as Exhibit B; (iii) the table of definitions annexed hereto as Exhibit C; (iv) the By-Laws annexed hereto as Exhibit D; (v) the

Unit Owner's Power of Attorney annexed hereto as Exhibit E; (vi) the Floor Plans are, by this reference, each incorporated herein and made a part of this Declaration as if the same were set forth at length in the text hereof; and (vi) the Commercial Limited Common Easement Area as annexed hereto as Exhibit F.

ARTICLE 25
RIGHTS AND OBLIGATIONS OF SPONSOR'S MORTGAGEE

25.1 In the event the holder of a mortgage ("Loft Unit Mortgage") on the Unsold Loft Units owned by Sponsor, its successors, nominees, designees and/or assigns, or the holder of any other mortgage given by Sponsor or its successors or designees (such holder or its successors, nominees, designees and/or assigns, herein, collectively, the "Loft Unit Mortgagee"), that encumbers such Units, or any subdivision or combination thereof, acquires title to any or all of such Units by foreclosure of the Loft Unit Mortgage or deed in lieu of foreclosure, at the Loft Unit Mortgagee's sole option, the Loft Unit Mortgagee may elect to be deemed Sponsor's successor and designee with respect to all rights of Sponsor as set forth in the Declaration and By-Laws, and as same may hereafter be amended. Nothing herein shall limit or restrict the obligation of the Loft Unit Mortgagee to assume the obligations that are incumbent upon all unit owners to the Condominium, subject however to any special rights, benefits or exemptions of Sponsor or other owner of an Unsold Unit, all of which shall inure to the benefit of the Loft Unit Mortgagee, which obligations will be assumed by the Loft Unit Mortgagee upon the Loft Unit Mortgagee taking title to the Loft Unit or any portion thereof without the necessity of the execution of any further documents or instruments.

25.2 In the event the Loft Unit Mortgagee takes title to the Loft Unit or any subdivision thereof by foreclosure of a Loft Unit Mortgage or deed in lieu of foreclosure or during the pendency of an "Event of Default" under the loan secured by a Loft Unit Mortgage, then in either of such event, upon the Loft Unit Mortgagee's submission to the Condominium Board of Sponsor's Conditional Resignation as a Board Member and Officer of 57-63 Greene Street Condominium, the Condominium Board shall recognize the resignation of the Sponsor as Board member(s) and officer(s) in favor of Board member(s) and officer(s) to be appointed by the Loft Unit Mortgagee in accordance with the terms and provisions of the Declaration and By-Laws.

25.3 So long as the Loft Unit Mortgagee holds a Loft Unit Mortgage, the Sponsor shall not further amend or modify or consent (to the extent such consent of Sponsor is required pursuant to the Declaration and By-Laws) to a further amendment to the Declaration and By-Laws, which in any way will adversely

affect the priority and/or validity of the Loft Unit Mortgage or the rights and/or remedies of the Loft Unit Mortgagee expressly granted under the Condominium Documents, without the Loft Unit Mortgagee's written consent which consent shall not be unreasonably withheld, conditioned or delayed.

25.4 The lien of NRFC Mercer Greene, LLC ("NRFC"), the holder of the existing Loft Unit Mortgage which encumbers the Loft Units owned by Sponsor is subordinate to the Declaration and By-Laws, to the extent and as more particularly to be set forth in a subordination of mortgage agreement to be executed by NRFC and hereafter recorded.

25.5 Notwithstanding the foregoing, the rights and benefits granted under the provisions of this Article 25 shall only be applicable if the holder of the Loft Unit Mortgage is an Institutional Lender, but shall in all events apply to NRFC and any of its successors and assigns.

ARTICLE 26
RIGHTS AND OBLIGATIONS OF THE COMMERCIAL UNIT OWNER'S MORTGAGEE

26.1 In the event the holder of a mortgage (the "Commercial Unit Mortgagee") that encumbers all or any portion of the Commercial Unit or any subdivision thereof (the "Commercial Unit Mortgage"), acquires title to the Commercial Unit or any portion thereof by foreclosure of a Commercial Unit Mortgage or deed in lieu of foreclosure, at the Commercial Unit Mortgagee's sole option, the Commercial Unit Mortgagee shall be deemed the Commercial Unit Owner's successor and designee with respect to all rights of Commercial Unit Owner and, in such case, from and after the date that the Commercial Unit Mortgagee makes such election, the obligations of Commercial Unit Owner as set forth in the Declaration and By-Laws, as same may hereafter be amended.

26.2 In the event the Commercial Unit Mortgagee takes title to the Commercial Unit or any subdivision thereof by foreclosure of a Commercial Unit Mortgage or deed in lieu of foreclosure, then upon the Commercial Unit Mortgagee's submission to the Condominium Board of the Commercial Unit Owner's Conditional Resignation as a Board Member and Officer of 57-63 Greene Street Condominium, the Condominium Board shall recognize the resignation of the Commercial Unit Owner as a Board member and an officer in favor of Board members and officers to be appointed by the Commercial Unit Mortgagee in accordance with the terms and provisions of the Declaration and By-Laws, as same may hereafter be amended.

26.3 So long as the Commercial Unit Mortgagee holds a Commercial Unit Mortgage on the Commercial Unit or any subdivision thereof, the Commercial Unit Owner shall not amend or modify or consent (to the extent such consent of the Commercial Unit Owner is required pursuant to the Declaration and By-Laws), to an amendment to the Declaration and By-Laws, which in any way will adversely affect the priority and/or validity of the Commercial Unit Mortgage or the rights and remedies of the Commercial Unit Mortgagee without the Commercial Unit Mortgagee's written consent which consent shall not be unreasonably withheld or conditioned. Nothing in this Section 26.3 shall detract, limit, restrict or affect the rights of the Sponsor, or the rights of the Commercial Unit Owner under the Declaration, as amended.

26.4 Notwithstanding the foregoing, the rights and benefits granted under the provisions of this Article 26 as it pertains to the Commercial Unit Mortgagee, its successors and/or assigns, shall only be afforded to an Institutional Lender.

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CONSENT BY DECLARANT

When the consent, approval, satisfaction or permission of Sponsor is required under this Declaration or the By-Laws, such consent, approval, satisfaction, or permission shall not be required when Declarant no longer owns any Units.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be duly executed this _____ day of _____, 2016.

DECLARANT:

GREENE MERCER HOLDINGS LLC

By:_____
Michael Betancourt, Vice President

Consented to this ____
day of _____, 2016

COMMERCIAL UNIT OWNER:

By:_____
Name:
Title:

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the ____ day of _____ in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared **Michael Betancourt**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF _____)

On the ____ day of _____ in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared _____ _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

EXHIBIT A

EXHIBIT B

DESCRIPTION OF THE UNITS

57-63 Greene Street
New York, New York 10012
Block 486, F/K/A Lots 1201 and 1202
K/N/A Lots 1201 Through _____

Unit Designation	# of Rooms Bedrooms/ Baths	Location in Portion of Bldg. Facing Direction Set Forth Below	Approx. Area Sq. Ft.	Approx. Sq. Ft. of Loft Limited Common Elements	Tax Lot No.	Percentage of Common Interest	Percentage of Loft Common Interest	Common Elements to which Unit has Immediate Access
Comm 1						19.99%		

EXHIBIT C

DEFINITIONS

For convenience of presentation, general definitions of certain of the terms used in the Plan are set forth below, which definitions are subject in most cases to the more particular definitions of such terms set forth in the Declaration, the By-Laws and the Condominium Act. Other capitalized terms not defined herein shall have the meanings ascribed to them through Part I and Part II of the Plan.

"Adverse Effect", or "adverse effect", as used in the Condominium Documents, shall mean, with respect to any action or proposed change and with respect to any Unit Owner or Unit Owners, that such action or change could, if realized, (i) increase the Common Charges payable by such Unit Owner or Unit Owners by more than 25% per year, or (ii) materially and permanently interfere with such Unit Owner's access to his Unit, or (iii) a decrease in useable square feet by 5% of more is a presumption of an "adverse effect". A decrease of usable square feet by less than 5% may have an "adverse effect" dependent upon the circumstances.

"Affiliate" shall mean, with respect to any Person (the "subject Person") any person who controls, is controlled by, or is under common control with the subject Person.

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

"Building" shall mean the Building known as 57-63 Greene Street Condominium located at 57-63 Greene Street, New York, New York.

"Buildings Department" or "Department of Buildings" shall mean the Department of Buildings of The City of New York 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 of Title" or "Closing" or "Closing Date" shall mean the date upon which, among other things, a Unit and its appurtenant Common Interest is

conveyed to a Purchaser by the delivery by Sponsor to a Purchaser of a deed upon payment by a Purchaser to Sponsor of the balance of the purchase price for the Unit.

"Commercial Limited Common Elements" shall mean those portions of the Common Elements delineated as Commercial Limited Common Elements in the Declaration. The Commercial Limited Common Elements are available exclusively for use by the Commercial Unit Owner and/or the tenants or occupants of the Commercial Unit, as per agreement with the Commercial Unit Owner.

"Commercial Unit" shall mean the one (1) Commercial Unit in the Building designated as such in the Declaration together with its respective Common Interest. To the extent that the Commercial Unit is divided, the term "Commercial Unit" shall also include all of the Units resulting from the subdivision of the Commercial Unit.

"Commercial Unit Owner" shall mean the Owner of a Commercial Unit. To the extent the Commercial Unit is further divided, a Commercial Unit Owner shall refer to all owners of Units resulting from the subdivision of the applicable Commercial Unit.

"Commercial Unit's Prohibited Uses" shall mean the following uses: (1) by a foreign or domestic governmental agency for office or other use; (2) as a betting parlor or gambling casino; (3) by a utility company; (4) as a restaurant, luncheonette or coffee shop or any other food establishment; (5) for the on-premises or off-premises sale of alcoholic beverages, including without limitation, as a bar or liquor store; (6) as a catering or events facility; (7) for the sale of candy, cigarettes, cigars or pipes; (8) as an amusement arcade or for use of video games, pinball machines or other customer-attracting devices; (9) for the playing of amplified music, for live entertainment or music, for dancing or as a discotheque or club; (10) for the sale, display or rental of "adult" or pornographic material via books, magazines, videos or other media; (11) as a medical, psychiatric, abortion, drug or alcohol clinic; (12) as an employment agency or search firm or school or training center; (13) as a psychic or tarot card store; (14) for manufacturing use; (15) for residential use; (16) as a movie theater or theater having live performances; (17) as a dry cleaning establishment or any other establishment which utilizes chemicals or toxic substances; and/or (18) for any illegal use (collectively, the "Commercial Unit's Prohibited Uses").

"Common Charges" shall mean the charges allocated and assessed by the Condominium Board to the Unit Owners, pro-rata, in accordance with their respective Common Interests (except as otherwise provided in the Declaration or in the By-Laws or in the First Year's Budget) to meet the Common Expenses.

Common Charges will be assessed against Unit Owners, based upon the Common Expense item, either in accordance with Common Interests, or as set forth in Article 7 of the Declaration and Article 6 of the By-Laws, based on the proportion of expenses and charges fairly attributable to Units, based on actual usage of particular services and based upon special or exclusive use or availability or exclusive control of particular Common Elements by particular Unit owners. With respect to the Commercial Unit, Common Expenses shall be allocated by the Condominium Board as are fairly attributable to such Unit, provided that such expense items are actually utilized in connection with the operation or occupancy of such Unit, and any such allocation must be based on usage or changes in use or from changed circumstances. General Common Expenses will be assessed against Loft Unit Owners in accordance with their Loft Common Interest.

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

"Common Expenses" shall mean all costs and expenses to be incurred generally by the Condominium Board, on behalf of 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, or with respect 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); (iii) generally, the conduct of the affairs of the Condominium. Common Expenses shall be either General Common Expenses attributable to all Unit Owners or Loft Common Expenses attributable to Loft Unit Owners only; (iv) the amount of real estate taxes for the Loft Unit due and owing prior to the date the Loft Units are separately assessed for real estate tax purposes; and (v) all amounts required to be deposited by Non-Purchasing Tenants pursuant to General Business Law Section 352-eeee. Common Expenses shall be either General Common Expenses attributable to all Unit Owners or Loft Common Expenses attributable to Loft Unit Owners only.

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

"Condominium" shall mean 57-63 Greene Street Condominium, which was established pursuant to the terms of the Original Declaration and which is governed pursuant to the terms of the Declaration and By-Laws.

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

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

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

"Construction Lender" means the Initial Construction Lender and any other Institutional Lender which provides funding to the Sponsor to renovate the Building and/or develop and operate the project, including any refinancing or replacement of the construction loan or any loan secured by Unsold Units including any mezzanine loan secured by equity interests in any entity directly or indirectly owning such Unsold Unit), and their respective successors, assigns, and participants.

"Declaration" shall mean the Restated and Amended Declaration of Condominium dated _____ _____, 201__, which amended and restated the Original Declaration, the First Amendment to the Original Declaration, and the Second Amendment to the Original Declaration, as such Restated and Amended Declaration of Condominium may be amended from time to time.

"Declarant" shall mean Greene Mercer Holdings LLC and any successor or designee of Declarant who (i) acquires the Loft Unit(s) from Declarant and has been afforded the rights of Declarant by way of Declarant's designation and has assumed the obligations of the Declarant; or (ii) has an interest, in whole or in part, in Declarant and has been afforded the rights of Declarant by way of Declarant's designation and has assumed the obligations of the Declarant; or (iii) acquires the assets of Declarant and has been afforded the rights of Declarant by way of Declarant's designation and has assumed the obligations of the Declarant. The Declarant shall have the right to designate a successor or designee with rights afforded to the Declarant hereunder provided such successor or designee assumes the obligations of the Declarant hereunder. Declarant or Sponsor may also include the Loft Unit Mortgagee in accordance with Section 25.1 hereof.

"Deposit" shall mean all deposits (including the Additional Deposit), downpayments, advances or payments made by Purchasers prior to the closing of each individual transaction.

"Effective Date" shall mean the date upon which Sponsor has declared the Plan effective pursuant to the provisions of the General Business Law and Part 23 of Title 13, NYCRR.

"Emergency" shall mean a condition requiring repair or replacement immediately necessary for the preservation or safety of the Building or for the safety of occupants of the Building, or other persons, or required to avoid the suspension of any necessary service in the Building.

"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 the Units or the Unit Owners or necessary or convenient for the existence, maintenance, or safety of the Property. For purposes of illustrating the broad scope of such term and without intention to limit the generality of the foregoing in any respect, the term "Facilities" shall include all systems, equipment, apparatus, convectors, radiators, heaters, converters, heat exchangers, mechanisms, devices, machinery, induction units, fan coil units, motors, pumps, controls, tanks, tank assemblies, installations, condensers, compressors, fans, dampers, blowers, thermostats, thermometers, coils, vents, sensors, shut off valves, other valves, gongs, panels, receptacles, outlets, relays, alarms, sprinkler heads, electric distribution facilities, wiring, wireways, switches, switchboards, circuit breakers, transformers, fittings, siamese connections, hoses, plumbing fixtures, lighting fixtures, other fixtures, bulbs, signs, antennae, telephones, intercom equipment, playground equipment, meters, meter assemblies, scaffolding, piping, lines, ducts, conduits, cables, risers, mains, shafts, pits, flues, locks, hardware, racks, screens, strainers, traps, drains, 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, wallcoverings, trees, shrubbery, flowers, plants, horticultural tubs and horticultural boxes.

"Family Members" shall mean the spouse, children (natural and adopted), stepchildren, grandchildren, siblings, nieces, nephews, parents, parents-in-law, and grandparents of a Loft Unit Owner or the principal of an entity that is a Loft Unit Owner, or a tenant pursuant to a written lease of a Loft Unit Owner, who in each case, reside in such Unit Owner's Unit.

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

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

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

"Floor Plans" shall mean the amended 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 floor plans thereto.

"Force Majeure" shall mean unavoidable delays due to weather, floods, epidemics, quarantine, restrictions, strikes, lockouts, acts of God, acts of terrorism, freight embargoes, shortages of or inability to obtain materials, equipment or labor, governmental restrictions or preemption, damage by fire or the elements or any other cause over which Sponsor does not have control.

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

"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 Construction Lender" shall mean NRFC.

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

"Institutional Lender" shall mean (i) any real estate investment trust, insurance company, bank, trust company, savings and loan association, savings bank, merchant bank, investment banking or securities company or similar financial institution, commercial credit corporation, pension trust, retirement system or similar fund, any agency of any government or any governmental or quasi-governmental retirement or similar system, whose investments in each instance are regulated by any state or federal governmental or quasi-governmental

agency, or any legal entity whose investments are administered by any registered investment advisory company, provided, however, that with respect to each of the foregoing, such entity shall have assets (exclusive of the Loft Unit Mortgage), as defined in Article 25 of the Declaration) of not less than $100,000,000.00, or (ii) any entity controlled by or under the same control as any of the foregoing entities, or (iii) Sponsor with respect to any purchase money financing it may provide to Purchasers of Loft Units, or (iv) NRFC, its successors and/or assigns, or (v) the holder of a mortgage on the Unsold Loft Units, or (vi) CITIBANK, N.A., its successors and/or assigns.

"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 a trust company, in either event having both an office in the City of New York and a capital surplus and undivided profits of $500,000,000 or more, from time to time appointed to serve as such by the Condominium Board. Provided the Sponsor owns one or more Unsold Loft Unit, for so long as the loan held by the Construction Lender encumbers any Unsold Loft Unit, the Construction Lender shall name a third party to be the Insurance Trustee for losses affecting the Loft and Commercial Units. The Commercial Unit Owner shall have the right to designate a second Insurance Co-Trustee for losses that only affect the Commercial Unit. For as long as CITIBANK, N.A., its successors and/or assigns, holds the mortgage on the Commercial Unit, CITIBANK, N.A., will be the Co-Trustee for losses that only affect the Commercial Unit.

"Land" shall mean the land located in the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of The City of New York as Block 486, Lots 1201 and 1202, and more particularly described in Exhibit A to the Declaration.

"Law" shall mean the laws, resolutions and ordinances of any or all of the Federal, New York State, New York City, County and Borough governments, the rules, regulations, orders and directives of any or all departments, subdivisions, bureaus, agencies, or offices thereof or of any other governmental, public or quasi-public authorities having jurisdiction over the Property and/or the Condominium and/or the direction of any public officer pursuant to law, including but not limited to the New York City Department of Buildings, the Department of City Planning of the City of New York, and the Landmarks Preservation Commission.

"Limited Common Elements" shall mean those portions of the Property (other than the Units) existing for the use and enjoyment of certain Unit Owners or

one or more specified Units to the exclusion of all other Unit Owners, as more particularly described in the Declaration, if any. Limited Common Elements are comprised of the Limited Loft Common Elements and the Commercial Limited Common Elements, as same are more particularly described in the Declaration.

"Limited Loft Common Elements" shall mean those portions of the Property (other than the Units) existing for the use and enjoyment of certain Loft Unit Owners or one or more specified Loft Units to the exclusion of all other Unit Owners, as more particularly described in the Declaration. By way of example, certain terraces appurtenant to certain Loft Units are Limited Loft Common Elements.

"Loft Common Elements" shall mean those portions of the Common Elements which are available for common use by all Loft Unit Owners.

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

"Loft Common Interest" shall mean the proportionate undivided interest, expressed as a numerical percentage, of each Loft Unit Owner in the Loft Common Elements. The total of all Loft Common Interest percentages appurtenant to all Loft Units equals 100%. The Loft Common Interests are the basis for determining a Loft Unit Owner's liability for his share of the Loft Common Expense. The Loft Common Interest attributable to each Loft Unit is set forth on Exhibit B annexed to the Declaration.

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

"Loft Unit Owner" shall mean the owner of a Loft Unit.

"Loft Unit's Prohibited Use" shall mean use as (1) as a betting parlor or gambling casino; (2) by a utility company; (3) as a restaurant, luncheonette or coffee shop or any other food establishment; (4) for the on-premises or off-premises sale of alcoholic beverages, including without limitation, as a bar or liquor store; (5) as a catering or events facility; (6) for the sale of candy, cigarettes; cigars or pipes; (7) as an amusement arcade or for use of video games,

pinball machines or other customer-attracting devices; (8) as a discotheque or club; (9) for the sale, display or rental of "adult" or pornographic material via books, magazines, videos or other media; (10) as a medical, psychiatric, abortion, drug or alcohol clinic; (11) as an employment agency or search firm or school or training center; (12) as a psychic or tarot card store; (13) for manufacturing use; (14) as a movie theater or theater having live performances; and/or (15) as a dry cleaning establishment or any other establishment which utilizes chemicals or toxic substances.

"Majority of Loft Unit Owners" shall mean those Loft Unit Owners having more than 50% of the total authorized votes of all Loft Unit Owners who have voting rights (determined in accordance with the terms of Section 4.8 of the By-Laws) who are present, in person or by proxy, and voting at any duly constituted meeting of the Loft Unit Owners at which a quorum is present.

"Majority of Unit Owners" shall mean those Unit Owners having more than 50% of the total authorized votes of all Unit Owners who have voting rights (determined in accordance with the terms of Section 4.8 of the By-Laws) who are present, in person or by proxy, and voting at any duly constituted meeting of the Unit Owners at which a quorum is present.

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

"Mortgage Representatives" shall mean the representatives of the holders of all mortgages encumbering Units, designated by the holders of Institutional Mortgages in accordance with the terms of paragraph (B) of Section 8.6 of the By-Laws.

"Non-Purchasing Tenant" shall mean a person who has not purchased a Loft Unit pursuant to the Plan and who is a tenant of record in the Building entitled to possession on the date this Plan is declared effective. A person who sublets a dwelling unit from a purchaser under the Plan shall not be deemed a Non-Purchasing Tenant.

"Occupied Units" or "Occupied Loft Units" are the Units occupied by rent stabilized tenants as of the date the Plan is submitted to the Attorney General for review.

"Original Declaration" shall mean the instrument creating the Condominium made by Greene Mercer Holdings LLC dated October 12, 2010, and recorded on January 7, 2011 under City Register File No. 2011000007142 in the Office of the Resister of the City and County of New York.

"Owner" shall mean a Unit Owner.

"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 held by an Institutional Lender permitted to be placed upon a Unit pursuant to the provisions of the By-Laws. Any mortgage securing an Unsold Unit shall be a Permitted Mortgage.

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

"Person" shall mean any natural person, partnership, corporation, 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 of the State of New York pursuant to Section 352-e of the General Business Law of the State of New York and any amendments thereto.

"Plans and Specifications" shall mean the plans and specifications for the rehabilitation of the Building which (to the extent required by Law) have been or will be filed with the Department of Buildings and which may from time to time be amended. Any inconsistency in the Plans and Specifications and the Description of Property and Building Condition contained in Part II of the Plan shall be interpreted in accordance with the Description of Property and Building Condition.

"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 the tenant in occupancy of a Loft Unit in the Building, a prospective Purchaser or a Unit Owner, as applicable, following acceptance of this Offering Plan or an amendment thereto for filing by the Department of Law.

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

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

"Purchaser" shall mean a Purchaser of a Loft Unit under a Purchase Agreement.

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

"Renovated Unit" or "Renovated Loft Unit" shall mean each Unit in the Building other than an Occupied Unit or Occupied Loft Unit. An Occupied Unit or Occupied Loft Unit that becomes vacant shall, at Sponsor's election, become a Renovated Unit.

"Rent Laws" shall mean the (i) New York City Rent Stabilization Law and the Code adopted pursuant thereto, or (ii) New York City Rent Control Regulations, or (iii) New York State General Business Law, Section 352-eeee, or (iv) Rent Regulation Reform Act of 1997, or (v) any codes, rules and regulations promulgated thereunder and any administrative and/or judicial determinations and/or interpretations thereof, to the extent that any or all of the same shall apply to the Property.

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

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

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

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

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

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

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

"Sponsor" shall mean Greene Mercer Holdings LLC and any of its designees, successors, or assigns, and any successor, designee or assign to whom Sponsor's rights have been assigned, provided such successor, designee or assign assumes the obligations of the Sponsor. Declarant or Sponsor may also include the Loft Unit Mortgagee in accordance with Section 25.1 hereof.

"Sponsor's Special Easement Rights" shall have the meaning set forth in Article 9.1(A)(II).

"Storage Bins" shall mean the individual storage bins that are part of the Loft Common Elements and which will be licensed to Loft Unit Owners at Sponsor's discretion, in accordance with the terms and provisions of the Plan and the Condominium Documents. Sponsor will have the right to (i) license from the Condominium the use of the Storage Bins and (ii) sell the right to use the Storage Bins to purchasers under the Plan.

"Tenant Purchaser" shall include: (a) a bona fide tenant in occupancy on the Filing Date; (b) a bona fide tenant with the right to renew a lease on the Filing Date; (c) a bona fide tenant who has the right to continued occupancy on the Filing Date; (d) a bona fide tenant of record with an unexpired lease on the Filing Date even though the tenant has sublet the Loft Unit or the Loft Unit is not the Tenant Purchaser's primary residence; (e) a bona fide sublessee in occupancy on the Filing Date, if such sublessee sublets from a non-bona fide tenant, or has obtained written permission to purchase the Loft Unit from the bona fide tenant of record; (f) an occupant on the Filing Date entitled to protection under Article 7-C of the Multiple Dwelling Law, and (g) an occupant on the Filing Date entitled to protection under Article 7-B of the Multiple Dwelling Law. Nothing contained herein shall be construed to deprive the Sponsor of any legal remedy for illegal occupancy.

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

"Unit Owner" shall mean any owner of a Unit. All such owners of Units are, collectively, referred to as "Unit Owners".

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

CONDOMINIUM BY-LAWS

EXHIBIT D
TO THE DECLARATION

BY-LAWS

OF

57-63 GREENE STREET CONDOMINIUM

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BY-LAWS
OF
57-63 GREENE STREET CONDOMINIUM

ARTICLE 1

GENERAL

Section 1.1 *Purpose.* The purpose of these By-Laws is to set forth the rules and procedures concerning the conduct of the affairs of the Condominium. The Condominium covers the Property, which consists of: (i) the Land, which is more particularly described in Exhibit A to the Declaration; (ii) the Building, which includes, without limitation, the Units, the Common Elements and all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for use in connection therewith; and (iii) all other property, real, personal, or mixed, intended for use in connection therewith. The Property has been submitted to the provisions of the Condominium Act by the recording of the Original Declaration in the Register's Office. These By-Laws form a part of the Declaration. The purpose of the Condominium is to carry on the management, maintenance and care of the Common Elements and to perform related functions with respect to the other portions of the Property.

Section 1.2 *Definitions.* All capitalized terms used in these By-Laws that are not otherwise defined in any of the Articles hereof shall have the meanings set forth in Exhibit C to the Declaration, or as same may be otherwise defined in the Declaration, unless the context in which the same are defined in any of the Articles hereof require that they shall have the meanings ascribed to them in such Articles, unless the context in which the same are used shall otherwise require. Each of the aforedescribed capitalized terms shall be applicable to singular and to plural nouns, as well as to verbs of any tense.

Section 1.3 *Applicability of By-Laws.* These By-Laws are applicable to the Property and to the use and occupancy thereof.

Section 1.4 *Application of By-Laws.* All present and future Unit Owners, all mortgagees, lessees, sublessees and occupants of Units and Unsold Units, and employees and guests of Unit Owners and Unsold Units, as well as all other Persons who may use the Property, are and shall be subject to the Declaration, these By-Laws and the Rules and Regulations, as each of the same may be amended from time to time, except that Sponsor shall not be required to comply with the Rules and Regulations, as they apply to the Unsold Units. The acceptance of a deed or other instrument of conveyance, or the succeeding to title to, or the execution of a lease or sublease for, or the act of occupancy of, a Unit shall constitute an agreement that the provisions of the Declaration, these By-Laws and the Rules and Regulations, as each of the same may be amended from time to time, are accepted, ratified and will be complied with.

ARTICLE 2

CONDOMINIUM BOARD

Section 2.1 *General.* As more particularly set forth in Sections 2.4, 2.5 and 2.6 hereof, the affairs of the Condominium shall be governed by the Condominium Board. In exercising its powers and performing its duties under the Declaration and these By-Laws, the Condominium Board shall act as, and shall be, the Agent of the Unit Owners, subject to, and in accordance with, the terms of the Declaration and these By-Laws.

Section 2.2 *Status of the Condominium Board.* Unless and until the Condominium Board shall incorporate in accordance with the terms of Section 2.4 hereof, the Condominium Board shall have, to the extent permitted by Law, the status conferred upon unincorporated associations under, or pursuant to, the terms of the General Association Law of the State of New York. If the Condominium Board shall incorporate in accordance with the terms of Section 2.4 hereof, the Condominium Board shall have, to the extent permitted by Law, the status conferred upon it under, or pursuant to, the terms of the applicable statutes of the State of New York. In either event, however, the Condominium Board shall also have the status conferred upon it under, or pursuant to, the terms of the Condominium Act.

Section 2.3 *Principal Office of the Condominium Board.* The principal office of the Condominium Board shall be located either at the Property or at such other place reasonably convenient thereto as may be designated from time to time by the Condominium Board.

Section 2.4 *Powers and Duties of the Condominium Board*

(A) The Condominium Board shall have all of the powers and duties necessary for, or incidental to, the administration of the affairs of the Condominium, provided, however, that the Condominium Board shall not have such powers and duties that by Law, or pursuant to the terms of the Declaration and these By-Laws, may not be delegated to the Condominium Board by the Unit Owners. Without intention to limit the generality of the foregoing in any respect, the Condominium Board shall have the following specific powers and duties:

(i) to operate, maintain, repair, restore, add to, improve, alter and replace the Common Elements including, but not limited to, the Common Elements described in the Declaration, as the Condominium Board shall deem necessary or proper in connection therewith, including (a) the purchase and leasing of supplies, equipment and material, and (b) the employment, compensation and dismissal of personnel;

(ii) to acquire, in the name of the Condominium Board or its designee, corporate or otherwise, and on behalf of the Unit Owners, all right, title and interest in real and personal property deemed necessary or proper by the

Condominium Board for use in connection with the ownership and operation of the Property as a condominium;

(iii) to maintain complete and accurate books and records with respect to the finances and the operation of the Condominium, including without limitation: (a) detailed accounts, in chronological order, of receipts and expenditures affecting the Property; (b) detailed books of account of the Condominium Board; (c) other financial records, as well as other books of account of the Condominium, as may be required to be kept pursuant to the terms of these By-Laws; and (d) minutes and other records of all meetings held pursuant to the terms of these By-Laws;

(iv) to prepare and adopt a budget for the Condominium for each fiscal year thereof, setting forth, without limitation: (a) a detailed accounting of the anticipated Common Expenses for the ensuing fiscal year and (b) a detailed projection of all sources and amounts of income necessary to discharge the same;

(v) to approve the amount and the means and methods of payment of, and collection of, the Common Charges and Special Assessments from the Unit Owners; provided, however, that in no event shall Common Charges or Special Assessments or other funds received by the Condominium Board in connection with the General Common Elements be utilized to defray any Loft Common Expenses and in no event shall Common Charges or Special Assessments or other funds received by the Condominium Board in connection with the Loft Common Elements be utilized to defray any General Common Expenses;

(vi) to borrow money on behalf of the Condominium in accordance with Section 339-jj of the Real Property Law when required in connection with the operation, maintenance, repair, restoration, improvement, alteration and replacement of the Common Elements, provided, however, that: (a) the affirmative consent of at least three (3) of the five (5) Members of the Condominium Board shall be required for the borrowing of any sum in excess of $500,000 in any one fiscal year (regardless of the balance of any loans outstanding from previous fiscal years); (b) and, with respect to the operation, maintenance, repair, restoration, improvement, alteration and replacement of the General Common Elements, additionally, the affirmative consent of at least 66 2/3%, in aggregate Common Interest of all Loft Unit Owners, as well as the Commercial Unit Owner, shall be required for the borrowing of any sum in excess of $500,000 in any one fiscal year (regardless of the balance of any loans outstanding from previous fiscal years); (c) and, with respect to the operation, maintenance, repair, restoration, improvement, alteration and replacement of the Loft Common Elements and/or the Limited Loft Common Elements, additionally, the affirmative consent of at least 66 2/3%, in aggregate Loft Common Interest, of all Loft Unit Owners shall be required for the borrowing of any sum in excess of $500,000 in any one fiscal year (regardless of the balance of any loans outstanding from previous fiscal years) and the Commercial Unit Owner will not be liable for the repayment of any portion of

such loan; (d) no lien to secure repayment of any sum borrowed may be created on any Unit or its Appurtenant Interests without the express written consent of the Owner of such Unit; and (e) the documentation executed in connection with any such borrowing shall provide that, if any sum borrowed by the Condominium Board pursuant to this subparagraph (vi) shall not be repaid by the Condominium Board, any Unit Owner who pays to the creditor thereunder such proportion of the then outstanding indebtedness represented or secured thereby as such Unit Owner's Common Interest or Loft Common Interest, as applicable, bears to the aggregate Common Interests of all Unit Owners or Loft Common Interests of all Loft Unit Owners, as applicable, shall be entitled to obtain from the creditor a release of any judgment or other lien that the said creditor shall have filed, or shall have the right to file against such Unit Owner's Unit. Provided that the Sponsor is then in control of the Condominium Board, for so long as the Unsold Units are encumbered by the Construction Loan the consent of the Construction Lender will be required for any borrowing described above, provided however that such consent shall not be required if the proceeds of such loan are to be used to perform work to the Building or Property required by Law or to repair a hazardous condition at the Property;

(vii) to open and maintain bank accounts on behalf of the Condominium and to designate the signatories required therefor which shall at no time be less than two and that each check drawn on such account shall need at least two signatures;

(viii) to use the Common Charges and Special Assessments collected from Unit Owners, as well as all other funds held by the Condominium Board or received in connection with the operation of the Property, for the administration of the Condominium, including, without limitation: (a) the payment of Common Expenses; and (b) the making of restorations, additions, alterations and improvements to the Common Elements;

(ix) to obtain insurance for the Property, including the Units, pursuant to the terms of Section 5.5 hereof;

(x) to adjust and settle claims under insurance policies pursuant to terms of Section 5.5 hereof, and to execute and deliver releases upon such adjustment and settlement on behalf of (a) all Unit Owners (except as otherwise provided herein); (b) all holders of mortgages and other liens on Units; and (c) all holders of any other interest in the Property;

(xi) to make, or to contract with others for the making of, repairs, maintenance, additions and improvements to, and alterations, restorations and replacements of, the Property after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings, all in accordance with the terms of these By-Laws;

(xii) to obtain and keep in force fidelity bonds, in amounts deemed appropriate by the Condominium Board, but in no event less than $100,000, for: (a) all members of the Condominium Board; (b) all officers and employees of the Condominium; and (c) the Managing Agent, and the premiums on all such fidelity bonds shall constitute a part of the Common Expenses;

(xiii) to accept the surrender of any Loft Unit and/or Storage Bin License pursuant to the terms of paragraph (C) of Section 6.2 hereof, in the name of the Condominium Board or its designee, corporate or otherwise, and on behalf of all Loft Unit Owners;

(xiv) to accept the surrender of the Commercial Unit pursuant to the terms of paragraph (C) of Section 6.2 hereof, in the name of the Condominium Board or its designee, corporate or otherwise, and on behalf of all Unit Owners;

(xv) to purchase, lease, or otherwise acquire Loft Units and/or Storage Bin Licenses offered for sale or lease by their owners, in the name of the Condominium Board or its designee, corporate or otherwise, and on behalf of all Loft Unit Owners but only with the consent of a Majority of Loft Unit Owners and in connection with a purchase of a Loft Unit and/or Storage Bin License, to obtain a mortgage loan secured by such Loft Unit and/or Storage Bin License, and/or assess a special assessment for the down payment, purchase price and/or closing costs;

(xvi) to purchase Units and/or Storage Bin Licenses at foreclosure or other judicial sales, in the name of the Condominium Board or its designee, corporate or otherwise and on behalf of all Unit Owners;

(xvii) to sell, lease, mortgage and otherwise deal with Units and/or Storage Bin Licenses acquired by, and to sublease Units leased by, the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, provided, however, that the Condominium Board or its designees shall in no event be entitled to vote the votes appurtenant to any such Unit;

(xviii) to adopt and amend the Rules and Regulations and to levy and authorize collection of fines against Unit Owners for violations of the Rules and Regulations and these By-Laws (any such fines and fees shall be deemed to constitute Common Charges payable by Unit Owners of the Unit against which they are levied);

(xix) to enforce by legal means the terms, covenants and conditions contained in the Condominium Documents and to bring or defend against any proceedings that may be instituted on behalf of, or against, the Unit Owners;

(xx) to incorporate, to the extent and in the manner provided in the Condominium Act, provided, however, that: (a) the certificate of incorporation and By-Laws of any such resulting corporation shall conform as closely as practicable to the terms of the Declaration and these By-Laws and (b) the terms of

the Declaration and these By-Laws shall prevail in the event of any inconsistency or conflict between the terms thereof and the terms of such certificate of incorporation and By-Laws;

(xxi) to organize corporations to act as the designees of the Condominium Board in acquiring title to, or leasing of, Units and in acquiring rights, titles and interests in real and personal property for use in connection with the ownership and operation of the Property as a condominium;

(xxii) to execute, acknowledge and deliver: (a) any declaration (including a declaration of single zoning lot) or other instrument affecting the Property that the Condominium Board deems necessary or appropriate to comply with any law applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Building and (b) any consent, covenant, restriction, easement, or declaration affecting the Property that the Condominium Board deems necessary or appropriate;

(xxiii) to prepare, execute, acknowledge and record on behalf of all Unit Owners, as their attorney in fact, coupled with an interest, a restatement of the Declaration or these By-Laws, whenever, in the Condominium Board's estimation, it is advisable to consolidate and restate all amendments, modifications, additions and deletions theretofore made to the same;

(xxiv) to prepare, execute, acknowledge and institute on behalf of all Loft Unit Owners, as their attorney-in-fact, coupled with an interest, protests of real property tax assessments and tax certiorari proceedings with respect to all Loft Units and to assess any costs incurred thereby as a Loft Common Expense;

(xxv) to commence summary eviction proceedings in the name of or on behalf of the Condominium Board and/or a Loft Unit Owner or Loft Unit Owners, as the case may be, against an authorized or unauthorized guest and/or a tenant of a Loft Unit Owner if such authorized or unauthorized guest and/or tenant does not conform to the Rules and Regulations of the Condominium, annexed hereto as an Addendum to the By-Laws, as said Rules and Regulations may at any time and from time to time, be modified, amended or added to in accordance with the terms of these By-Laws. All costs in connection with the removal of the authorized or unauthorized guest and/or tenant, including reasonable attorney's fees, shall be borne by the Loft Unit Owner;

(xxvi) to impose move-in fees and charges and transfer fees in connection with the sale or lease of a Loft Unit, provided no such fees or charges or other conditions of transfer or lease may be imposed upon Sponsor; and

(xxvii)to provide for and establish, utilizing Common Charges or Special Assessments (but not against the Commercial Unit Owner without its consent), such reserve funds as the Condominium Board, in its discretion, believes are prudent to provide periodic repair, replacement and maintenance of the Building's

capital plant, subject to the limitations set forth in the Declaration and these By-Laws, including but not limited to Section 6.1E of these -Laws; and

(xxviii) to carry out any other duties imposed upon the Condominium Board pursuant to the Declaration and these By-Laws.

(B) The Condominium Board shall be responsible for carrying out the duties imposed upon it under the Condominium Documents regardless of whether a Unit is vacant or occupied by the owner thereof or by a permitted lessee or other permitted occupant.

Section 2.5 *Certain Limitations on the Powers of the Condominium Board*

(A) Notwithstanding anything to the contrary contained in these By-Laws, during the period ending not more than five (5) years after the First Closing, or whenever the Unsold Loft Units constitute less than twenty five percent (25%) of the Common Interest, whichever is sooner, the Condominium Board may not take any of the following actions without Sponsor's prior written consent (notwithstanding the number of votes Sponsor controls):

(i) make any addition, alteration, or improvement to the General Common Elements, Loft Common Elements or to any Loft Unit, unless the same shall be required by Law; or

(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, except as set forth in the First Year's Budget; or

(iii) increase or decrease the number or change the kind of employees employed by the Condominium at the time of the First Closing; or

(iv) enter into any service or maintenance contracts for work or otherwise contract for work or otherwise provide services not covered in the First Year's Budget set forth in the Plan, except as is required to reflect normal annual increases in operating services; or

(v) borrow money on behalf of the Condominium; or

(vi) exercise a right of refusal to lease or purchase a Unit; or

(vii) increase or decrease or otherwise change the amount or types of insurance coverage from that set forth in the First Year's Budget.

The written consent of Sponsor shall not be necessary to perform any function or take any action described in clauses (i) through (vii) above, if, and only if, the performance of such action or the carrying out of such action is necessary (and no other alternative is available) to enable the Condominium Board to: (i) comply with Law; or (ii) remedy any notice of violation; or (iii) remedy any work order of the Condominium's insurer; or (iv) remedy any matter affecting the health or safety of the occupants of the Building. In no event will the limitations imposed herein continue for more than 5 years from the First Closing. Sponsor will not exercise veto power over the expenses described

in Schedule B or expenses required 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) remedy any matter affecting the health or safety of the occupants of the Building.

(B) Notwithstanding anything to the contrary in these By-laws, all determinations of the Condominium Board which affect only the:

(i) Loft Units and do not materially and adversely affect the use and operation of the Commercial Unit and do not result in any Common Charges or Special Assessments imposed on the Commercial Unit Owner, shall be made by the members of the Condominium Board elected or designated by the Loft Unit Owners;

(ii) Commercial Unit and do not materially and adversely affect the use and operation of the Loft Units and do not result in any Common Charge or Special Assessment imposed on Loft Unit Owners shall be made by the member of the Condominium Board designated by the Commercial Unit Owner.

Any dispute as to whether or not a determination materially and adversely affects any Units shall be settled by arbitration in accordance with the provisions of these By-laws. No dispute with respect to whether a determination materially and adversely affects a Unit shall be deemed to exist unless the objecting party specifies the grounds for its objection in writing to the Condominium Board within 10 business days of receipt by it of notice of such determination.

(C) Notwithstanding anything to the contrary contained in these By-Laws, the Condominium Board must obtain the consent of (i) the Commercial Unit Owner and Loft Unit Owners holding 66 2/3% of the Loft Common Interest in connection with capital expenditures or assessments relating to the General Common Elements exceeding $500,000 per fiscal year and (ii) Loft Unit Owners holding 66 2/3% of the Loft Common Interest in connection with capital expenditures or assessments relating to Loft Common Elements and Limited Loft Common Elements exceeding $500,000 per fiscal year.

Section 2.6 *Exercise and Delegation of Powers and Duties.*

(A) Any act within the power of the Condominium Board to perform, or deemed necessary or desirable to be performed by the Condominium Board, shall be performed by the Condominium Board or shall be performed on its behalf and at its direction by the agents, employees, or designees of the Condominium Board.

(B) The Condominium Board may appoint an Executive Committee by duly adopted resolution, which Executive Committee shall have, and may exercise, all of the powers of the Condominium Board, subject to both the exceptions and limitations as the Condominium Board may from time to time deem appropriate, during the intervals between the meetings of the Condominium Board. In addition, the Condominium Board may from time to time appoint, by duly adopted resolutions, such other committees as the

Condominium Board may deem appropriate to perform such duties and services as the Condominium Board shall direct, each of which committees shall have, and may exercise, all of the powers delegated to it in its enabling resolution, subject, however, to the exceptions and limitations contained in paragraph (D) of this Section 2.6. The Executive Committee and each other committee shall consist of three members of the Condominium Board, at least one of whom shall be a member designated by Sponsor for so long as Sponsor shall have the right to designate or elect one or more members of the Condominium Board and at least one of whom shall be a designee of the Commercial Unit Owner.

(C) The Condominium Board may employ a Managing Agent to serve at a compensation approved by the Condominium Board and to perform such duties and services as the Condominium Board shall direct. Subject to the exceptions and limitations contained in paragraph (D) of this Section 2.6, the Condominium Board may delegate to the Managing Agent any of the powers granted to the Condominium Board in these By-Laws.

(D) Notwithstanding anything to the contrary contained in this Section 2.6, the Executive Committee and the Managing Agent shall neither have nor be entitled to exercise, and the Condominium Board shall not delegate to either of them or to any other committee, the powers or duties described in subparagraphs (ii), (iv), (v), (vi), (xiii), (xiv), (xv), (xvi), (xvii), (xix), (xxi), (xxii) or (xxiii) of paragraph (A) of Section 2.4 hereof. In addition, neither the Managing Agent nor any of the committees described in Subsection (B) of this Section 2.6 shall have, or be entitled to exercise, any of the powers of the Condominium Board, except to the extent permitted by Law.

Section 2.7 *Number, Election and Qualification of Members*. Until the first annual meeting of the Unit Owners held pursuant to the terms of Section 4.1 hereof, the Condominium Board shall consist of 3 individuals, two (2) of which are elected by Sponsor and one (1) of which is elected by the Commercial Unit Owner. From and after the first annual meeting of the Unit Owners and for so long as Sponsor continues to own at least one Unsold Unit, the Condominium Board shall consist of five (5) individuals, four (4) of which individuals shall be elected and/or designated by the Loft Unit Owners (including Sponsor) ("Loft Members"), and one (1) individual shall be designated by the Commercial Unit Owner ("Commercial Member"), provided however, that during the Initial Control Period, three (3) of the four (4) Loft Members shall be designated by Sponsor. Except for members designated or elected by Sponsor or the Commercial Unit Owner pursuant to the terms of this Section 2.7 or of Section 2.10 or 4.9 hereof, all members of the Condominium Board shall be either: (i) individual Loft Unit Owners or adult Family Members of an individual Loft Unit Owner; or (ii) individual Permitted Mortgagees; or (iii) officers, directors, shareholders, partners, principals, employees, or beneficiaries of corporations, partnerships, fiduciaries, or any other entities that are Loft Unit Owners or Permitted Mortgagees. In addition, no Unit Owner may be elected to serve on the Condominium Board, (nor may continue to serve on the Condominium Board) if the Condominium Board has perfected a lien against such Unit Owner's Unit

and the amount necessary to release such lien has not been paid at the time of such election, or so long as such lien remains unpaid. In no event may more than one individual of a designated Unit serve on the Condominium Board or as an officer of the Condominium Board at the same time during the term of office. There is no restriction on the right of the Owners of Unsold Units, including Sponsor, to vote for members of the Condominium Board who are not related to or affiliated with Sponsor or the other Unsold Unit Owners.

Section 2.8 *Term of Office of Members.* The term of office of the three (3) Members of the Condominium Board prior to the first annual meeting of the Loft Unit Owners shall expire when the five (5) individuals to be elected or appointed at such meeting are so elected and designated, as the case may be. The term of office of each of the five (5) individuals elected and designated, as the case may be, at the first annual meeting of the Unit Owners pursuant to the terms of Section 4.9 hereof, shall be fixed at one (1) year. Notwithstanding anything to the contrary contained in this Section 2.8, however, each member of the Condominium Board shall serve until said member's successor shall be elected and qualified or designated, as the case may be.

Section 2.9 *Removal and Resignation of Members.*

(A) Any member of the Condominium Board elected thereto either by the Loft Unit Owners pursuant to the terms of Section 4.9 hereof, or by the Condominium Board, pursuant to the terms of Section 2.10 hereof, may be removed from office, with or without cause, by a vote of a Majority of Loft Unit Owners. Any member of the Condominium Board who was designated as such or elected by Sponsor pursuant to the terms of Section 2.7, 2.10, or 4.9 hereof, may be removed, with or without cause, only by Sponsor. If any member of the Condominium Board who was designated or elected by Sponsor is removed, his successor shall also be designated by Sponsor. Any member of the Condominium Board who was designated or elected by the Commercial Unit Owner may be removed from office, with or without cause, only by the Commercial Unit Owner who designated such member. If any member of the Condominium Board who was designated by the Commercial Unit Owner is removed from office, his successor shall also be designated by the Commercial Unit Owner. Any member of the Condominium Board whose proposed removal is to be acted upon at a meeting of the Unit Owners shall be given prior written notice thereof and an opportunity to be present and heard thereat.

(B) Any member of the Condominium Board may resign his membership at any time by giving written notice thereof to the Condominium Board and, with respect to members of the Condominium Board designated as such by Sponsor, to Sponsor. In addition, any member of the Condominium Board who shall cease to be qualified for membership pursuant to the terms of Section 2.7 hereof shall be deemed to have resigned his membership effective as of the date upon which such qualification shall cease.

Section 2.10 *Vacancies.*

(A) Any vacancy on the Condominium Board that is caused by the removal, resignation, or death of a member who was elected thereto by the Loft Unit Owners shall be filled by an individual who is qualified to be a member pursuant to the terms of Section 2.7 hereof and who is elected by a vote of the majority of the Loft members of the Condominium Board then in office. A special meeting of the Condominium Board shall be held for the purpose of filling any such vacancy promptly after the occurrence thereof, and the election held thereat shall be effective to fill such vacancy even if the number of members present at such meeting shall not constitute a quorum.

(B) Any vacancy on the Condominium Board that is caused by the removal, resignation, or death of a member who was designated as such or elected by Sponsor shall be filled by an individual designated by Sponsor. Any vacancy on the Condominium Board that is caused by the removal, resignation or death of a member who was designated as such by the Commercial Unit Owner shall be filled by an individual designated by the Commercial Unit Owner. The Unit Owner permitted to fill a vacancy, may do so by sending written notice to the remaining members of the Condominium Board of the identity of the newly designated Board member, without the need for a special meeting.

(C) Each member of the Condominium Board who is elected thereto or designated as such to fill a vacancy pursuant to the terms of paragraph (A) or (B), respectively, of this Section 2.10 shall serve as a member of the Condominium Board for the remainder of the term of the member replaced and until his successor shall be selected and qualified at the appropriate annual meeting of the Unit Owners pursuant to the terms of Section 4.9 hereof.

Section 2.11 *Organizational Meeting of the Condominium Board.* The first meeting of the Condominium Board following each annual meeting of the Unit Owners shall be held within ten (10) days of such annual meeting, at such time and place as shall be both fixed informally by a majority of the members of the Condominium Board and designated by the Secretary of the Condominium in a written notice given to all members thereof by personal delivery, mail, or overnight delivery service not later than five business days prior to such date. At such meeting, the officers of the Condominium Board shall be elected.

Section 2.12 *Regular Meetings of the Condominium Board.* Regular meetings of the Condominium Board may be held at such time and place as shall be determined from time to time by a majority of the members thereof, provided that at least four (4) such meetings shall be held during each fiscal year. Written notice of all regular meetings of the Condominium Board shall be given by the Secretary to each member thereof by personal delivery, mail or telegram at least five (5) business days prior to the day named for such meeting.

Section 2.13 *Special Meetings of the Condominium Board.* The President may call a special meeting of the Condominium Board whenever he deems the same to be necessary or desirable. However, the President shall call such a meeting upon the written request of three (3) or more members of the Condominium Board. Written notice of all special meetings shall be given by the Secretary to each member thereof by personal delivery, mail, or telegram at least three (3) business days prior to the day named for such meeting, which notice shall state the time, place and purpose of the meeting.

Section 2.14 *Waiver of Notice of Meetings.* Any member of the Condominium Board may, at any time, waive notice of any meeting thereof in writing, and such waiver shall be deemed equivalent to the giving of notice. Attendance by a member of the Condominium Board at any meeting thereof shall constitute a waiver by him of notice of the time and place thereof. If all of the members of the Condominium Board are present at any meeting thereof, no notice of such meeting shall be required and any business may be transacted at such meeting.

Section 2.15 *Quorum of the Condominium Board.* A quorum of the Condominium Board is required to be present at a Condominium Board meeting in order to make any determination or to transact any business. To constitute a quorum of the Condominium Board, the following members of the Condominium Board shall be present at the Condominium Board meeting:

(A) Attendance of a majority of all of the members of the Condominium Board, including at least the member designated by the Commercial Unit Owner, will be required for any business relating to the General Common Elements, the General Common Expenses, the Commercial Limited Common Elements, or, the Loft and Commercial Units.

(B) Attendance of a majority of the Loft Members of the Condominium Board will be required for any business relating solely to the Loft Common Expenses, the Loft Common Elements, the Limited Loft Common Elements or, all or a portion of the Loft Units.

In connection with any meeting of the Condominium Board, one or more members of the Condominium Board may participate in any meeting thereof by means of a conference telephone or similar communications equipment permitting all individuals participating in the meeting to hear each other at the same time, and such participation shall constitute presence at such a meeting for all purposes. If, at any meeting of the Condominium Board, there shall be less than a quorum present, a majority of the members of the Condominium Board in attendance may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business that might have been transacted at the meeting originally called but for the lack of a quorum may be transacted without further notice.

Section 2.16 *Conduct of Meetings*. The President shall preside at all meetings of the Condominium Board, and the Secretary shall faithfully record the minutes thereof, which minutes shall include the full text of all resolutions duly adopted by the Condominium Board and a record of all transactions and proceedings occurring thereat. The then current edition of Robert's Rules of Order, or any other rules of procedure from time to time acceptable to a majority of the Condominium Board, shall govern the conduct of the meetings of the Condominium Board unless the same shall be in conflict with the terms of the Declaration, these By-Laws, or the Condominium Act.

Section 2.17 *Decisions by the Condominium Board.* Except as otherwise provided in the Declaration or these By-Laws:

(A) The vote of a majority of those Loft and Commercial Board members required to attend a duly constituted meeting of the Condominium Board at which a quorum is present shall decide all matters on behalf of the Condominium Board relating solely to the General Common Elements, the General Common Expenses, or, the Loft and Commercial Units. In the event a decision cannot be obtained from the member designated by the Commercial Unit Owner, the matter will be decided by an arbitrator pursuant to the arbitration provisions set forth in Article 10 of these By-Laws.

(B) The vote of a majority of those Loft Members attending a duly constituted meeting of the Loft members at which a quorum is present shall decide all matters on behalf of the Condominium Board relating solely to the Loft Common Expenses, the Loft Common Elements, the Limited Loft Common Elements, or, all or a portion of the Loft Units.

Alternatively, any decision that is required or permitted to be made by the Condominium Board may be made without a meeting thereof if all of the members of the Condominium Board shall individually or collectively consent in writing to such decision, and all such written consents, together with a copy of the motion or resolution to which the consent relates, shall be duly filed by the Secretary of the Condominium in the minutes of, and retained with the records of, the Condominium Board.

Section 2.18 *Compensation of Members*. No member of the Condominium Board shall receive any compensation from the Condominium for acting as such.

Section 2.19 *Common or Interested Members of the Condominium Board.* Each member of the Condominium Board shall perform his duties, and shall exercise his powers, in good faith and with a view to the interests of the Condominium. To the extent permitted by Law, no contract or other transaction between the Condominium Board and either (i) any of its members or (ii) any corporation, partnership, fiduciary, firm, association, or other entity in which any of the members of the Condominium Board are officers, directors, employees, partners, fiduciaries, beneficiaries, or principals, or are otherwise interested, pecuniarily or otherwise, shall be deemed either void or voidable because either (a) any such member of the Condominium Board was present at the meeting or meetings of the Condominium Board during which such contract or

transaction was discussed, authorized, approved, or ratified, or (b) the vote of any such member was counted for such purpose, provided, however, that either:

(x) the fact thereof is disclosed to, or known by, the Condominium Board and noted in the minutes thereof, and the Condominium Board shall authorize, approve, or ratify such contract or transaction in good faith by a vote of a majority of the entire Condominium Board, less the number of such interested members or, if the votes of the disinterested members of the Condominium Board are insufficient to constitute a quorum, by unanimous vote of the disinterested members of the Condominium Board; or

(y) the fact thereof is disclosed to, or known by, a Majority of Unit Owners, and a Majority of Unit Owners having voting rights shall authorize, approve, or ratify such contract or transaction.

Any such member of the Condominium Board may be counted in determining the presence of a quorum of any meeting of the Condominium Board that authorizes, approves, or ratifies any such contract or transaction, but no such member shall be entitled to vote thereat to authorize, approve, or ratify such contract or transaction.

Section 2.20 *Indemnification.*

(A) Indemnification of Board Members and Officers.

(i) Any person made, or threatened to be made, a party to an action or proceeding (other than one by or in the right of the Condominium to procure a judgment in its favor), whether civil or criminal, including an action by or in the right of the Condominium, which any member of the Condominium Board or an officer of the Condominium served in any capacity at the request of the Condominium, by reason of the fact that he, his testator or intestate, was a member of the Condominium Board or an officer of the Condominium, shall be indemnified by this Condominium, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees actually and necessarily incurred by him in defense of such action or as a result of such action or proceeding, or any appeal therein, except that no indemnification shall be made to or on behalf of any member of the Condominium Board or an officer if a judgment or other final adjudication adverse to the member of the Condominium Board or an officer establishes that his acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that he personally gained in fact a financial profit or other advantage to which he was not legally entitled.

(ii) The termination of any such civil or criminal action or proceeding by judgment, settlement, conviction or upon a plea of *nolo contendere*, or its equivalent, shall not in itself create a presumption that any such member of the Condominium Board or officer acted in bad faith or that his acts were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that he personally gained in fact a financial profit or other advantage to which he was not legally entitled.

(iii) The Condominium shall indemnify any person made, or threatened to be made, a party to an action by or in the right of the Condominium to procure a judgment in its favor by reason of the fact that he, his testator or intestate, is or was a member of the Condominium Board or officer of the Condominium, or is or was serving at the request of the Condominium as a member of the Condominium Board or officer against amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein, if such member of the Condominium Board or officer acted, in good faith, for a purpose which he reasonably believed to be in the best interest of the Condominium, except that no indemnification shall be made to or on behalf of any member of the Condominium Board or officer if a judgment or other final adjudication adverse to the member of the Condominium Board or officer establishes that his acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that he personally gained in fact a financial profit or other advantage to which he was not legally entitled.

(iv) Payment of any amount due an officer or member of the Condominium Board, former officer or member of the Condominium Board or the beneficiaries of a deceased former officer or member of the Condominium Board pursuant to the indemnification created by paragraph (i), (ii) or (iii) above shall be authorized by:

(a) Court order; or

(b) By the Condominium Board acting by a quorum consisting of members of the Condominium Board who are not parties to such action or proceeding upon a finding that the member of the Condominium Board or officer has met the standard of conduct established pursuant to paragraph (i), (ii) or (iii).

(c) If a quorum under subparagraph (b) is not obtainable or, even if obtainable, a quorum of disinterested directors so directs; or

(d) Where a person who has been successful, on the merits or otherwise, in the defense of a civil or criminal action or proceeding of the character described in Section 722 of the Business Corporation Law as authorized in such Section:

(1) By the Condominium Board upon the opinion in writing of independent legal counsel that indemnification is proper in the circumstances because the applicable standard of conduct set forth in paragraph (i), (ii) or (iii) above has been met by such member of the Condominium Board or officer; or

(2) By the Unit Owners of the Condominium upon a finding that the member of the Condominium Board or officer has met the applicable standard of conduct set forth in paragraph (i), (ii) or (iii).

(v) Expenses incurred in defending a civil or criminal action or proceeding may be paid by the Condominium in advance of the final disposition of such

action or proceeding upon receipt of an undertaking by or on behalf of such member or officer to repay such amount if the person receiving such advancement or allowance is ultimately found, under the procedure set forth in this Section, not to be entitled to indemnification or, where indemnification is granted, to the extent the expenses so advanced by the Condominium or allowed by the court exceed the indemnification to which he is entitled.

(vi) No indemnification, advancement, or allowance shall be made under this Section in any circumstances where it appears that if there has been a settlement approved by the court, that the indemnification would be inconsistent with any condition with respect to indemnification expressly imposed by the court in approving the settlement.

(vii) If any expenses or other amounts are paid by way of indemnification, otherwise than by court order or action by the Unit Owners, the Condominium shall, not later than the next annual meeting of Unit Owners unless such meeting is held within three months from the date of such payment, and, in any event, within fifteen months from the date of such payment, mail to its Unit Owners of record at the time entitled to vote for the election of members of the Condominium Board a statement specifying the person(s) paid, the amount(s) paid, and the nature and status at the time of such payment of the litigation or threatened litigation.

(viii) The Members of the Condominium Board shall have no personal liability with respect to any contract, act or omission of the Condominium Board or of any Managing Agent or manager in connection with the affairs or operation of the Condominium (except in their capacities as Unit Owners) and the liability of any Unit Owner with respect thereto shall be limited as set forth in Section 4.13 hereof. Every contract made by the Condominium Board or by the Managing Agent shall state that it is made by the Condominium Board or the Managing Agent, only as agent for all Unit Owners and that the members of the Condominium Board or the Managing Agent shall have no personal liability thereon (except in their capacities as Unit Owners). Any such contract may also provide that it covers the assets, if any, of the Condominium Board. To the extent permitted by Law, the members of the Condominium Board shall have no liability to Unit Owners except that a member of the Condominium Board shall be liable for his or her own bad faith or willful misconduct. All Unit Owners shall jointly and severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify each member of the Condominium Board against any liability or claim except those arising out of such member's own bad faith or willful misconduct. The Condominium Board may contract or effect any other transaction with any member of the Condominium Board, any Unit Owner, Sponsor or Affiliate of any of them without incurring any liability for self-dealing, except in cases of bad faith or willful misconduct.

(ix) Neither the Condominium Board nor any member thereof shall be liable for either:

(a) any failure or interruption of any utility or other services to be obtained by, or on behalf of, the Condominium Board or to be paid for as a Common Expense except when any such failure or interruption is caused by the acts of bad faith or willful misconduct of the Condominium Board or any member thereof; or

(b) any injury, loss or damage to any individual or property, occurring in or upon either a Unit or the Common Elements and either: (x) caused by the elements, by any Unit Owner, or by any other Person; (y) resulting from electricity, water, snow, or ice that may leak or flow from a Unit or any portion of the Common Elements; or (z) arising out of theft or otherwise.

(B) Nothing contained in this Section 2.20 shall limit any right to indemnification to which a member or any officer may be entitled by contract or under any law now or hereinafter enacted.

ARTICLE 3

OFFICERS

Section 3.1 *General.* The principal officers of the Condominium shall be the President, the Vice President, the Secretary and the Treasurer. The Condominium Board may appoint an Assistant Treasurer, an Assistant Secretary and such other officers as in its discretion may be necessary or desirable. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed, upon the direction of the Condominium Board, by any two officers of the Condominium or by such lesser number of officers or by such other Person or Persons as may be designated from time to time by the Condominium Board.

Section 3.2 *President.* The President shall be the chief executive officer of the Condominium and shall preside at all meetings of the Unit Owners and of the Condominium Board. The President shall have all of the general powers and duties that are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York (hereinafter referred to as the "BCL"), including, but not limited to, the power to appoint the members of all committees created by the Condominium Board from amongst the Unit Owners from time to time as he may decide, in his discretion, are appropriate to assist in the conduct of the affairs of the Condominium.

Section 3.3 *Vice President.* The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If both the President and the Vice President are unable to act, the Condominium Board shall appoint some other member of the Condominium Board to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall be imposed upon him from time to time by the Condominium Board or by the President.

Section 3.4 *Secretary*. The Secretary shall keep the minutes of all meetings of the Unit Owners and of the Condominium Board. The Secretary shall have charge of such books and papers as the Condominium Board shall direct and, in general, shall perform all of the duties that are incident to the office of secretary of a stock corporation organized under the BCL.

Section 3.5 *Treasurer*. The Treasurer shall have the care and custody of the funds and securities of the Condominium and shall be responsible for keeping full and accurate financial records and books of account thereof, showing all receipts and disbursements necessary for the preparation of all required financial data. The Treasurer shall be responsible for the deposit of all funds and other securities in the name of the Condominium Board or in the name of the Managing Agent in such depositories as may from time to time be designated by the Condominium Board and, in general, shall perform all of the duties incident to the office of treasurer of a stock corporation organized under the BCL.

Section 3.6 *Election, Term of Office and Qualification of Officers*. Each of the officers of the Condominium shall be elected annually by a majority vote of the Condominium Board taken at the organizational meeting of each new Condominium Board, and shall serve at the pleasure of the Condominium Board. The President, Vice President, and the Treasurer shall be elected from amongst the members of the Condominium Board. The officers of the Condominium Board generally need not be Unit Owners and need not have any interest in the Condominium or in a Unit Owner as long as those officers have a legal capacity to bind the Unit Owner represented by such officer. However, except where the Loft Member is designated by Sponsor, any officer that is a Loft Member shall be a Loft Unit Owner, or an adult Family Member of a Loft Unit Owner, or an officer, director, partner, manager, member, trustee or shareholder of a Loft Unit Owner

Section 3.7 *Removal and Resignation of Officers*. Any officer of the Condominium Board may be removed from office, with or without cause, by an affirmative vote of a majority of the members of the Condominium Board. In addition, any officer may resign at any time by giving written notice to the Condominium Board. Finally, if the President, Vice President, or the Treasurer of the Condominium shall cease to be or shall be suspended as a member of the Condominium Board during his term of office, such officer shall be deemed to have resigned his office effective upon the date upon which his membership shall cease.

Section 3.8 *Vacancies*. Any vacancy in an office shall be filled by a majority vote of the Condominium Board at any regular meeting of the Condominium Board or at a special meeting thereof called for such purpose.

Section 3.9 *Compensation of Officers*. No officer of the Condominium shall receive any compensation from the Condominium for acting as such.

Section 3.10 *Indemnification of Officers*. Each officer shall be indemnified as set forth in Paragraph 2.20.

ARTICLE 4

UNIT OWNERS

Section 4.1 *Annual Meetings of the Unit Owners*. The first annual meeting of the Unit Owners after the First Closing shall be held within approximately 30 days after the earlier to occur of: (a) the first anniversary of the First Closing of a Loft Unit or (b) the Sponsor has closed title to Loft Units with Purchasers with respect to at least 50% of the Loft Common Interest appertaining to all Loft Units. At such meeting a five (5) member Condominium Board shall be established, as provided both in this Article 4 and in Article 2 hereof. Thereafter, annual meetings of the Unit Owners shall be held on or about the anniversary date of the first annual meeting. At each such subsequent meeting, the Unit Owners (including Sponsor) shall elect or designate successors to the members of the Condominium Board whose term of office expires on the day of such meeting and shall transact such other business as may properly come before such meeting.

Section 4.2 *Special Meetings of the Unit Owners*. The President shall call a special meeting of the Unit Owners whenever so directed by a duly adopted resolution of the Condominium Board or upon receipt by the Secretary of a petition calling for such a meeting signed by Loft Unit Owners having, in the aggregate, not less than 40% of the Loft Common Interests of all Loft Unit Owners (excluding the Common Interest Appurtenant to the Commercial Unit) or upon the written request of the Commercial Unit Owner. Each such resolution or petition or written request shall set forth, in reasonable detail, the purposes for calling such a meeting, and no business shall be transacted at such special meeting except business reasonably related to such stated purposes.

Section 4.3 *Place of Meetings*. Meetings of the Unit Owners shall be held at the principal office of the Condominium or at such other suitable and convenient place in the Borough in which the Property is located as may be designated by the Condominium Board.

Section 4.4 *Notice of Meetings*.

(A) The Secretary of the Condominium shall give notice of each annual or special meeting of the Unit Owners to all Unit Owners then of record entitled to vote at such meeting, which notice shall set forth the purpose, time and place of such meeting. Such notice may be given to any Unit Owner by personal delivery, mail, or overnight delivery service addressed to his address at the Property, not less than 10 nor more than 30 days prior to the day fixed for the meeting. Any Unit Owner may designate an address for the giving of notice other than such Unit Owner's address at the Property by giving written notice thereof to the Secretary of the Condominium not less than ten (10) days prior to the giving of notice of the applicable meeting.

(B) If the business to be conducted at any meeting of the Unit Owners shall include the consideration of a proposed amendment to the Declaration or to these By-Laws, the notice of such meeting shall be mailed to all Unit Owners at least thirty (30) days prior to the day fixed for such meeting and shall be accompanied by a copy of the text of such proposed amendment.

Section 4.5 *Quorum of the Unit Owners*. Except as otherwise provided in these By-Laws, the presence, in person or by proxy, of Unit Owners owning Units to which 40% or more of the aggregate Common Interests appertain (excluding the Common Interests appurtenant to the Commercial Unit) shall constitute a quorum at all meetings of the Unit Owners. If, at any meeting of the Unit Owners, there shall be less than a quorum present, a majority of the Unit Owners present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time fixed for the original meeting.

Section 4.6 *Conduct of Meetings*. The President shall preside at all meetings of the Unit Owners, and the Secretary shall faithfully record the minutes thereof, which minutes shall include the full text of all resolutions duly adopted by the Unit Owners having voting rights and a record of all transactions and proceedings occurring thereat. The then current edition of Robert's Rules of Order, or any other rules of procedure acceptable to a Majority of the Unit Owners having voting rights and present at any meeting, in person or by proxy, shall govern the conduct of the meetings of the Unit Owners, unless the same shall be in conflict with the terms of the Declaration, these By-Laws, or the Condominium Act. All votes of the Unit Owners having voting rights shall be tallied by the persons appointed by the presiding officer of the meeting.

Section 4.7 *Order of Business*. The order of business at all meetings of the Unit Owners shall be as follows:

(i) Roll call;

(ii) Proof of notice of meeting;

(iii) Reading of the minutes of the preceding meeting (unless waived);

(iv) Reports of officers of the Condominium;

(v) Reports of members of the Condominium Board;

(vi) Reports of committees;

(vii) Election of inspectors of election (when so required);

(viii) Election of members of the Condominium Board (when so required);

(ix) Unfinished business; and

(x) New business.

The order of business at meetings of Unit Owners can be adjusted in the sole discretion of the Condominium Board.

Section 4.8 *Voting.*

(A) Subject to the terms of Section 4.9 hereof, each Loft Unit Owner (including Sponsor for so long as Sponsor shall own Unsold Units) shall be entitled to cast one (1) vote at all meetings of the Unit Owners for each .01% of Common Interest attributable to such Unit Owner's Unit(s). Unless a greater percentage is required elsewhere herein or in the Declaration, the vote of a Majority of the Unit Owners entitled to vote shall be binding upon all Unit Owners for all purposes.

(B) Notwithstanding the terms contained in paragraph (A) hereof, no Unit Owner may vote at any meeting of the Unit Owners if the Condominium Board has perfected a lien against such Unit Owner's Unit and the amount necessary to release such lien, together with the amount of expenses incurred by the Condominium 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 meeting. In addition, neither the Condominium Board nor any designee thereof shall be entitled to vote the Common Interest appurtenant to any Unit owned by the Condominium Board or such designee. The Common Interests of all Units whose owners are precluded from voting pursuant to the terms of this paragraph (B) will be excluded when computing the aggregate Common Interests of all Unit Owners for voting purposes.

(C) A fiduciary shall be the voting member with respect to a Unit owned in a fiduciary capacity. In addition, if two (2) or more Persons own a Unit, they shall designate one (1) Person amongst them to vote the Common Interest appurtenant to their Unit in a writing given to the Secretary of the Condominium, and the vote of such designee shall be binding upon all of such Persons. Failing such a designation, all of such Persons shall mutually vote such Common Interest under one (1) ballot without division, and the concurrence of all such Persons shall be conclusively presumed if any one of them purports to vote such Common Interest without protest being contemporaneously made to the individual presiding over the meeting at which such vote is taken. If protest is made, the Common Interest appurtenant to such Unit shall be counted solely for the purpose of determining whether a quorum is present for such voting.

(D) The owner(s) of any Unit may designate any Person to act as a proxy on his behalf. The designation of any such proxy shall be made in a written notice both signed and dated by the designator and delivered to the Secretary of the Condominium at or before the appointed time for the meeting(s) during which the same is to be effective. Any such designation shall be revocable at any time upon written notice given to the Secretary of the Condominium; however, no revocation of such designation shall be effective with respect to any votes cast by such proxy prior to the receipt of such revocation notice by the Secretary of the Condominium or, if such revocation is made at a meeting of the Unit Owners during which the Secretary of the Condominium is not in attendance, by the individual acting as the secretary of such meeting, except with respect to the designation of a Permitted Mortgagee to act as the proxy of its mortgagor(s), no

designation to act as a proxy shall be effective for a period in excess of six months after the date thereof.

(E) Except where otherwise provided by Law, the Declaration and these Bylaws, the affirmative vote of Majority of Unit Owners entitled to vote shall be binding upon all Unit Owners for all purposes.

(F) Except where otherwise provided by law, the Declaration and these By-Laws, the affirmative vote of a Majority of Loft Unit Owners entitled to vote shall be binding upon all Loft Unit Owners for all purposes.

Section 4.9 *Election of Members to the Condominium Board.*

(A) When voting for Loft members of the Condominium Board, each Loft Unit Owner (including Sponsor for so long as Sponsor shall own Unsold Loft Units) shall be entitled to cast one (1) vote for each .01% of Common Interest attributable to his Loft Unit per Loft Member to be elected. However, nothing contained herein shall be deemed to permit any Unit Owner to cumulate the votes attributable to the ownership of a Unit in favor of any one (1) or more members to be elected. In addition, the terms of paragraphs (B), (C), (D), (E) and (F) of Section 4.8 hereof shall apply to all elections of members of the Condominium Board.

(B) All elections of members of the Condominium Board shall be by written ballot, and each ballot cast shall state: (i) the name of the voting Unit Owner and, if such ballot is cast by proxy, the name of the proxy; (ii) the designation number(s) of the Unit(s) owned by the voting Unit Owner; (iii) the percentage(s) of the Common Interest appurtenant to such Unit(s); and (iv) the names of the candidates for whom such ballot is cast (the number of which names shall not exceed the number of members to be elected). Any ballot that is not cast in conformity with this paragraph (B) shall not be counted. All election ballots shall be retained in the records of the Condominium, appropriately segregated by election for a period of 2 years.

(C) Subject to the terms of paragraph (D) of this Section 4.9, all elections of Loft members of the Condominium Board shall be determined by plurality vote of Loft Unit Owners having voting rights and present, in person or by proxy, at a duly convened meeting.

(D) At meetings of the Unit Owners, Sponsor will have the right to vote all of the Common Interests attributable to the Loft Units owned by Sponsor as it sees fit. However, at elections of members to the Condominium Board held during the Initial Control Period, including, but not limited to, an election held at the first meeting of Unit Owners, Sponsor will have the right to designate three (3) of the four (4) Loft Members to the Condominium Board and all Loft Unit Owners (including Sponsor) shall have the right to vote for the one (1) remaining Loft Member of the Condominium Board.

Subsequent to the Initial Control Period, and for so long as Sponsor continues to own at least one Unsold Loft Unit, Sponsor shall have the right to designate one (1) Loft Member to the Condominium Board, and shall have the right to vote its

Common Interest attributable to the Unsold Loft Units for the remaining Loft Members of the Condominium Board. There is no restriction on the right of the Unsold Unit Owners (including Sponsor) to vote for members of the Condominium Board who are not related to or affiliated with Sponsor or other Unsold Unit Owners.

(E) Within 30 days after the Initial Control Period, and at the meeting of the Unit Owners called for the purpose of electing the new members, three (3) of the four (4) members of the Condominium Board who were designated by Sponsor shall immediately resign upon the election of their replacements by the vote of the Unit Owners, including Sponsor.

Section 4.10 *Designation of Commercial Member to the Condominium Board.* The Commercial Unit Owner shall be entitled to designate one (1) Commercial Member to the Condominium Board. When designating a Commercial Member to the Condominium Board, the Commercial Unit Owner shall be entitled to designate the Commercial Member as follows: if there is one (1) or more Commercial Unit Owner and/or Commercial Unit, the Commercial Unit Owners shall collectively have the right to designate one (1) Commercial Member.

Section 4.11 *Action Without a Meeting.* Any action required or permitted to be taken by the Unit Owners at a duly constituted meeting may be taken without such a meeting if the number of Unit Owners sufficient (both in absolute number and in aggregate Common Interests whenever applicable) to approve such an action at a duly constituted meeting of the Unit Owners pursuant to the Declaration or to these By-Laws consent in writing to the adoption of a resolution approving such action. All written consents given by Unit Owners pursuant to this Section 4.11, together with the motion or resolution acted upon, shall be retained in the records of the Condominium together with a true copy of the resolutions to which they relate.

Section 4.12 *Title to Units.* Title to any Unit may be taken by any Person or by any two or more Persons as joint tenants, tenants in common, or tenants by the entirety, as may be appropriate. The sale of a Unit to a corporation, limited liability company, partnership, limited partnership, trust or any other entity shall require the delivery to the Condominium Board or its managing agent of such documents as are reasonably requested by the Condominium Board.

Section 4.13 *Contractual Liability of Unit Owners.* Every contract made by the Condominium Board, by any officer of the Condominium, or by any superintendent or Managing Agent of the Building shall state (if obtainable and in addition to the limitation of liability of the members of the Condominium Board and the officers of the Condominium pursuant to the terms of Sections 2.20 and 3.10 hereof, respectively) that the liability of any Unit Owner with respect thereto shall be limited to: (i) such proportionate share of the total liability thereunder as the Common Interest of such Unit Owner bears to the aggregate Common Interests of all Unit Owners in the case of a contract relating to the General Common Elements, (ii) such proportionate share of the total liability thereunder as the Loft Common Interest of such Loft Unit bears to the

aggregate Loft Common Interests of all Loft Unit Owners in the case of a contract relating to the Loft Common Elements, and (iii) such Unit Owner's interest in his Unit and its Appurtenant Interests, unless otherwise provided by Law.

ARTICLE 5

OPERATION OF THE PROPERTY

Section 5.1 *Maintenance and Repairs.*

(A) Except as otherwise provided in the Declaration or in these By-Laws, all painting, decorating, maintenance, repairs, snow and ice removal, and replacements, whether structural or non-structural, ordinary or extraordinary:

(i) in or to any Unit and all portions thereof (including, but not limited to, the interior walls, partitions, ceilings and floors in the Unit, kitchen and bathroom fixtures and appliances, window panes and frames and caulking associated therewith, fireplaces and flues, all doors in or to the Unit, including entrance and those from a terrace, balcony, deck, and service entrance, and their frames and saddles, terrace pavers, exposed plumbing, gas and heating fixtures and equipment, storefronts, seals, retaining mechanisms and caulking associated therewith and windows included in storefronts, air conditioning units, lighting and electrical fixtures, the intercom panel in a Unit, and any Common Elements exclusively used by a Unit Owner pursuant to paragraph (C) of Section 5.9 hereof, but excluding any other Common Elements contained therein) shall be performed by the owner of such Unit at such Unit Owner's sole cost and expense; and

(ii) in or to the General Common Elements (other than any General Common Elements incorporated into one or more Units pursuant to the terms of paragraph (C) of Section 5.9 hereof) shall be performed by the Condominium Board and the cost and expense thereof shall be charged to all Unit Owners as a General Common Expense; and

(iii) in or to the Loft Common Elements (other than any Common Elements incorporated into one or more Units pursuant to the terms of paragraph (C) of Section 5.9 hereof) shall be performed by the Condominium Board and the cost thereof shall be charged to all Loft Unit Owners as a Loft Common Expense; and

(iv) in or to the Limited Loft Common Elements shall be performed (a) by the Condominium Board as a Loft Common Expense, if involving structural or extraordinary maintenance, repairs, or replacements (including, but not limited to, the repair of any leaks that are not caused by the acts or omissions of the Loft Unit Owner having direct and exclusive access thereto), or (b) by the Loft Unit Owner having direct and exclusive access thereto at such Loft Unit Owner's sole cost and expense, if involving non-structural ordinary maintenance, repairs or replacements. Loft Unit Owners are responsible for the maintenance, repair and replacement of any deck pavers and support pedestals located in any Limited Loft Common Element to which the Loft

Unit has exclusive use and for the removal of snow and ice and debris from any roof drain which is part of a Loft Unit Owner's Limited Loft Common Element; and

(v) in or to the Commercial Limited Common Elements, including but not limited to the roofing systems of the Building or any portion thereof which are Commercial Limited Common Element, shall be performed (a) by the Condominium Board as an expense of the Commercial Unit Owner only, if involving structural or extraordinary maintenance, repairs, or replacements, or (b) by the Commercial Unit Owner at the Commercial Unit Owner's sole cost and expense, if involving non-structural ordinary maintenance, repairs or replacements.

Promptly upon obtaining knowledge thereof, each Unit Owner shall report to the Condominium Board or to the Managing Agent any defect or need for repairs for which the Condominium Board is responsible pursuant to the terms hereof. All painting, decorating, maintenance, repairs and replacements performed hereunder or otherwise, whether by or at the behest of a Unit Owner or the Condominium Board, shall be performed in such a manner as shall not unreasonably disturb or interfere with any Unit Owners or the tenants and occupants of any Units. Any paint applied to the exterior side of any door opening from a Loft Unit must be the same color as all other such doors for Loft Units in the Building and as approved by the Managing Agent, so as not to alter the conformity of the Building. Additionally, all entry door hardware and doorbells shall conform to the Building standard and as approved by the Managing Agent. No other hardware, decorations or fixtures shall be installed in the common area hallways, unless approved by the Managing Agent.

(B) Notwithstanding anything to the contrary provided in paragraph (A) of this Section 5.1, if any painting, decorating, maintenance, repairs, or replacements to the Property or any part thereof, whether structural or non-structural, ordinary or extraordinary, is necessitated by the negligence, misuse, or abuse of (i) any Unit Owner, the entire cost and expense thereof shall be borne by such Unit Owner, or (ii) the Condominium Board, the entire cost and expense thereof shall be borne by the Condominium as a General Common Expense attributable to all Unit Owners if relating to the General Common Elements, and as a Loft Common Expense attributable to all Loft Unit Owners if relating to the Loft Common Elements and/or the Limited Loft Common Elements and as a Common Expense to be borne by each of the Commercial Unit Owners if relating to the Commercial Limited Common Elements except, in all events, to the extent that such cost and expense is covered by the proceeds of any insurance maintained pursuant to the terms of these By-Laws. Similarly, each Unit Owner shall be responsible for any and all damage to any Unit or to the Common Elements resulting from such Unit Owner's failure to maintain, repair, or replace his Unit or any portion thereof as required herein.

(C) Each Unit and all portions of the Common Elements incorporated therein shall be kept in first-class condition, order and repair (and free of snow, ice and accumulation of water with respect to any roof, balcony, terrace or deck, or other part of

the Property exposed to the elements) by the Unit Owner or the Condominium Board, whichever is responsible for the maintenance thereof as set forth herein, and such Unit Owner or the Condominium Board, as the case may be, shall promptly make or perform, or cause to be made or performed, all maintenance work (including, without limitation, painting, repairs and replacements) that is necessary in connection therewith. In addition, the public areas of the Building and those Loft areas exposed to public view shall be kept in good appearance, in conformity with the dignity and character of the Building, by (i) the Condominium Board, with respect to such parts of the Building required to be maintained by it; and (ii) each Unit Owner, with respect to the interior surfaces of windows and shades, venetian or other blinds, drapes, curtains or other window decorations in or appurtenant to his Unit; and (iii) the Commercial Unit Owner with respect to the storefront. To promote a consistent appearance of the Building from the outside, no Unit Owner shall be allowed to enclose, erect a greenhouse and/or alter a terrace, deck, pavers or support pedestals appurtenant to a Unit in such a way that will alter the conformity of the Building, without the prior written consent of the Condominium Board.

(D) In the event that any Unit Owner, after receipt of written notice from the Condominium Board, fails or neglects in any way to perform any of its obligations with respect to the painting, decorating, maintenance, repair or replacement of its Unit as provided in this Section 5.1 or of any Common Elements for which such Unit Owner is responsible under the Declaration or these By-Laws, the Condominium Board may perform or cause to be performed such painting, decorating, maintenance, repair or replacement unless such Unit Owner, within five days after receiving notice of such default by the Condominium Board, cures such default, or in the case of a default not reasonably susceptible to cure within such period, commences and thereafter prosecutes to completion, with due diligence, the curing of such default. All sums expended and all costs and expenses incurred in connection with the making of any such painting, decorating, maintenance, repair or replacement in such Unit Owner's Unit or to any such Common Element for which such Unit Owner is responsible, together with interest thereon at the rate of 2% per month (but in no event in excess of the maximum rate permitted by Law), shall be immediately payable by such Unit Owner to the Condominium Board and shall, for all purposes hereunder, constitute Common Charges payable by such Unit Owner.

(E) Notwithstanding anything contained herein to the contrary, if at any time a cooling tower or other cooling system and equipment or any other system or equipment is installed in any General Common Element, including that portion of the roof which is designated as a General Common Element and which cooling tower or other cooling system and equipment or any other system or equipment provides service exclusively to the Commercial Unit then the Commercial Unit Owner shall be responsible for the installation, maintenance, repair and replacement of those pipes, wires, conduits or lines which exclusively service the Commercial Unit. Expenses relating to the maintenance, repair and replacement of the cooling tower or other cooling system and equipment or

any other system or equipment, including all risers, pipes, ducts, conduits or similar lines, exclusive of branch lines which only service the Commercial Unit, shall be based on the percentage of Common Interest of the Commercial Unit. Expenses relating to the maintenance, repair and replacement of the branch lines which only service the Commercial Unit shall be borne solely by the Commercial Unit Owner.

Section 5.2 *Alterations, Additions, Improvements, or Repairs in and to Units.*

(A) Subject to the terms of paragraph (B) of this Section 5.2, no Loft Unit Owner may make any structural alteration, addition, improvement or repair, in or to his Unit or its appurtenant Limited Loft Common Elements, without the prior written approval of the Condominium Board. In the event, however, that the Condominium Board shall fail to answer any written, reasonably detailed request by a Loft Unit Owner for such approval to changes to its Loft Unit or its appurtenant Limited Loft Common Element, within 30 days after such request is received, such failure to respond shall constitute the Condominium Board's consent thereto. Prior to, and as a condition of, the granting of any such approval, the Condominium Board may, at its sole option, require the Loft Unit Owner to procure and agree to maintain during the course of such work such insurance as the Condominium Board may reasonably prescribe and to execute an agreement, in form and substance satisfactory to the Condominium Board, setting forth the terms and conditions under which such alteration, addition, or improvement, may be made, including, without limitation, the indemnity referred to in paragraph (D) hereof and the days and hours during which any such work may be done. The Condominium Board may impose charges upon the Unit Owner to reimburse the Condominium for architectural, engineering, legal and other fees incurred in reviewing the Unit Owner's request for approval and in monitoring the work performed until completion. Each Unit Owner shall perform promptly all maintenance and repair work to such Unit Owner's Unit and the Commercial Limited Common Elements or the Loft Limited Common Elements, as applicable, appurtenant to such Unit, such Unit Owner being expressly responsible for any damages and liabilities which may result from his failure to do so. Each Unit Owner shall, at his sole expense, maintain the interior of the Unit, its furniture, furnishings, appliances, fixtures and appurtenances in good order and condition, and shall do all redecorating and other work, which may at any time be necessary to maintain the good condition of the Unit.

(B) Notwithstanding anything to the contrary contained in paragraph (A) of this Section 5.2, however, Sponsor shall have the right, pursuant to the terms of Article 9 of the Declaration, to (i) make any alterations, additions, improvements, or repairs in or to any, Unsold Loft Unit or its appurtenant Limited Loft Common Elements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, and (ii) subdivide, combine and change the boundary walls of Unsold Loft Units, all without the approval of the Condominium Board. In addition, the Commercial Unit Owner shall have the right, pursuant to the terms of Article 9 of the Declaration, to make any alterations, additions, improvements or repairs in or to the Commercial Unit, whether structural or non-structural, interior or exterior, ordinary or extraordinary, subdivide and

combine such Commercial Unit, all without the approval of the Condominium Board, provided, however, that such alterations do not materially adversely affect any Common Element or any Building-wide system or any Loft Unit and that the Commercial Unit otherwise complies with the terms of the Declaration, including but not limited to, Article 9 of the Declaration.

(C) All alterations, additions, improvements and repairs by Unit Owners shall be made in compliance with Law. In connection therewith, the Condominium Board shall execute applications to any departments of the City of New York, or to any other governmental agencies having jurisdiction thereof, for any and all permits required in connection with the making of alterations, additions, improvements, or repairs in or to a Unit provided that, with respect to all such work of a structural nature to a Loft Unit or its appurtenant Limited Loft Common Elements (but other than that of the nature described in paragraph (B) hereof), the same was approved by the Condominium Board pursuant to the terms of paragraph (A) hereof. Any decorations, fixtures, plantings or wall coverings to be made to or located in a terrace must first be approved by the Condominium Board. Additionally, the type, size and quantity of plantings and other installations to be placed on terraces or decks shall be subject to the review of the Condominium's architect and engineer and to the prior written approval of the Condominium Board.

(D) Neither the Condominium Board nor any Unit Owner (other than the Unit Owner(s) making any alterations, improvements, additions, or repairs, or causing any of the same to be made, in or to his, or their Unit(s) and appurtenant Limited Loft Common Elements), shall incur any liability, cost, or expense either (i) in connection with the preparation, execution, or submission of the applications referred to in paragraph (C) hereof; (ii) to any contractor, subcontractor, materialman, architect, or engineer on account of any alterations, improvements, additions, or repairs made or caused to be made by any Unit Owner; or (iii) to any Person asserting any claim for personal injury or property damage arising therefrom. Any Unit Owner(s) making any alterations, improvements, additions, or repairs, or causing any of the same to be made, in or to his or their Unit(s) and appurtenant Limited Loft Common Elements, shall agree (in a writing executed and delivered to the Condominium Board, if the Condominium Board shall so request), and shall be deemed to agree (in the absence of such writing), to indemnify and hold the Condominium Board, the members of the Condominium Board, the officers of the Condominium, the Managing Agent and all other Unit Owners harmless from and against any such liability, cost and expense.

(E) In addition to the requirements set forth above in this Section 5.2, until a final certificate of occupancy is obtained for the Building, no Loft Unit Owner shall make any alterations in or to its Unit which may delay obtaining the final certificate of occupancy for the Building, without first notifying Sponsor or the Condominium Board in writing, and requesting and obtaining consent to such alterations from the Sponsor, or from the Condominium Board if Sponsor no longer controls same. If consent is granted, such consent may impose requirements with respect to the alterations. Such requirements may include, but need not be limited to, the requirements that:

(i) the Loft Unit Owner use the Sponsor's expediter for all filings with the Buildings Department;

(ii) such work not include any change that would result in a delay in obtaining a temporary or final certificate of occupancy for the Building, or any amendment to, or extension of, the certificate of occupancy if theretofore issued;

(iii) the Loft Unit Owner post a bond or other similar security that is reasonably acceptable to Sponsor in any amount sufficient (in Sponsor's reasonable judgment) to insure the diligent completion of the work and the filing of any required notices or certificates with respect to such work and the completion of the work with all governmental authorities having jurisdiction;

(iv) such work not be commenced until the Loft Unit Owner causes all required plans, specifications, notices and/or certifications to be filed with all governmental authorities having jurisdiction, procures all required permits and licenses with respect to the same, and delivers copies of all such plans, specifications, notices, certifications, permits and licenses to Sponsor;

(v) such work be diligently prosecuted to completion in compliance with all plans, specifications, notices and/or certifications and in conformity with all permits and licenses;

(vi) Sponsor and its representatives shall be given reasonable opportunity, from time to time, to inspect such work as it progresses;

(vii) promptly after the completion of such work, all necessary inspections and approvals of the work shall be obtained, all necessary notices and/or certifications shall be filed with the appropriate governmental authorities and Sponsor shall be given a copy of all such inspections, approvals, notices and certifications;

(viii) the Loft Unit Owner shall indemnify and hold Sponsor harmless from any cost, expense, claim, or liability arising, directly or indirectly, from such work, including, without limitation, any cost, expense, claim, or liability incurred or suffered by Sponsor due to any violation of Law or due to any delay in obtaining a temporary or final certificate of occupancy for the Building (or any amendment to, or extension of, the certificate of occupancy if theretofore issued) as a result of such work or the failure to make all appropriate governmental filings in connection with same; and

(ix) all contractors shall be duly licensed to the extent required by applicable Law and, if required under any contract with any union whose members are performing services at the Building (including, without limitation, services directly or indirectly at the behest, for the benefit, or for the account of Sponsor, any other Unit Owner, or the Condominium Board), such work shall be performed solely by union members.

If any Unit Owner commences any such alterations in violation of the foregoing terms and conditions, or fails to comply with the reasonable requirements of Sponsor in

connection with the alterations, Sponsor shall be entitled to cause such work by the Unit Owner to be halted, including, without limitation, to cause the Managing Agent to deny access to the Building to the Unit Owner's workers and suppliers, until the Unit Owner complies with the same. During the period until such Unit Owner is permitted hereunder to resume its work, Sponsor shall have the right to perform any and all work in and to such Unit Owner's Unit as shall be necessary, in Sponsor's sole judgment, in order to avoid any delay in obtaining a temporary or final certificate of occupancy for the Building (or any amendment to, or extension of, the certificate of occupancy if theretofore issued), whether or not such work shall be in compliance with the plans and specifications for the work theretofore performed by, or on behalf of, such Unit Owner. The cost and expense of any such work performed by Sponsor shall be borne by such Unit Owner and shall be paid to Sponsor within 15 days of Sponsor's written demand therefor.

Section 5.3 *Alterations, Additions, or Improvements to the Common Elements.* Except as otherwise provided in the Declaration or in these By-Laws, all necessary or desirable alterations, additions, or improvements in or to any of the Common Elements shall be made by the Condominium Board, and the cost and expense thereof shall constitute a General Common Expense attributable to all Unit Owners, if relating to the General Common Elements, or a Loft Common Expense attributable to all Loft Unit Owners, if relating to the Loft Common Elements and/or Limited Loft Common Elements. Notwithstanding the foregoing, however, whenever the cost and expense of such alterations, additions, or improvements would, in the judgment of the Condominium Board, exceed $500,000 with respect to the General Common Elements or the Loft Common Elements and/or the Limited Loft Common Elements, at any one time, in any fiscal year, such proposed alterations, additions or improvements shall not be made unless first approved by (1) the Commercial Unit Owner and Loft Unit Owners holding 66⅔% of the Loft Common Interest if relating to the General Common Elements, and (ii) the Loft Unit Owners holding 66⅔% of the Loft Common Interest, if relating to the Loft Common Elements and/or the Limited Loft Common Elements (including Sponsor if Sponsor then owns any Unsold Loft Unit), as applicable, at a duly constituted meeting of the Unit Owners or the Loft Unit Owners, as applicable, and by the Mortgage Representatives, if any. Except as otherwise provided in the Declaration and in these By-Laws, all such alterations, additions, or improvements costing $500,000 or less, in any fiscal year may be made as aforesaid without the approval of either the Unit Owners or any Mortgage Representatives. Notwithstanding the foregoing, no additions, alterations, or improvements shall be made to any of the Common Elements, regardless of the cost thereof, unless the prior written consent of Sponsor (so long as Sponsor shall own at least one (1) Unsold Loft Unit) is first obtained. In no event will the limitations imposed in the preceding sentence continue for more than five (5) years from the First Closing. Sponsor will not withhold consent to any addition, alteration or improvement to the Common Elements, if such addition, alteration or improvement is required to comply with Law, or to remedy any notice of violation or to remedy any work order by an insurer. The

Commercial Unit Owner will be responsible for the cost and expense of any alteration, addition or improvement to a Commercial Limited Common Element.

Section 5.4 *Lot Line Windows.*

(A) Unit 2D contains a Lot Line Window.

(B) In the event that the Lot Line Window in Unit 2D must be sealed, the construction to enclose the window shall be performed by the Board of Managers of the Condominium. The cost and expense of such construction shall be the sole responsibility of the Unit Owner of Unit 2D and such cost and expense shall be charged to the Owner of Unit 2D as a Special Assessment.

(C) The Board of Managers, their agents, contractors and employees, will have the right to enter any Unit(s) necessary to effect the enclosure of such lot lined windows, should same be necessary. The Unit side of the enclosure will be finished with the same material originally used when the Sponsor completed the Unit, if available, or if not available, then with such other finish material as will nearly as possible resemble such original material. Decoration of the affected area on the Unit side of the enclosure will also be the responsibility of the Unit Owner, at his or her sole expense.

Section 5.5 *Insurance.*

(A) If the same shall be obtainable, the Condominium Board shall obtain, and shall maintain in full force and effect, special multi-peril property insurance policies including fire with extended "all risk" coverage, with 100% full replacement cost coverage as more fully described below, and agreed valuation, vandalism and malicious mischief endorsements, insuring (a) the entire Building (both the Units and Common Elements therein), and (b) the personal property constituting or part of, and/or located within, and/or used in connection with the operation of, the Common Elements, otherwise belonging to the Condominium; except for, in either case, Unit Specific Property as to any of the Units (the "Condominium Property Insurance"). "Unit Specific Property" shall, as to any Unit, mean (i) the improvements and betterments (including fixtures, furnishings and equipment) that (x) are located entirely within the interior volume of space defined by the dimensional boundaries of the Unit (or any Limited Common Elements serving only such Unit), measured from the inside surfaces of all exterior or interior separating/demising walls, and (y) in all events, are non-structural or otherwise not part of any Common Elements (other than Limited Common Elements serving only such Unit), and (ii) any personal property located within such Unit (or any Limited Common Elements serving only such Unit) and belonging to the Unit Owner or tenant or other occupant of the Unit. The policies of Condominium Property Insurance shall name the Condominium Board, all of the Unit Owners and all Permitted Mortgagees (collectively, the "PI Named Parties"), as their respective interest may appear. Each of the said policies shall contain:

(i) waivers, in favor of each PI Name Party, of (a) subrogation, (b) any defense based upon co-insurance or other insurance, (c) invalidity arising out of any acts of the insured, and (d) pro-rata reduction of liability;

(ii) a provision that any adjustment of loss will be made by the Condominium Board and that all proceeds thereof shall be paid to either the Condominium Board or the Insurance Trustee ("Loss Payees"), as provided in Section 5.6 hereof.

(iii) a New York standard mortgagee clause in favor of each Permitted Mortgagee, which shall provide that the proceeds thereof shall be paid to such Permitted Mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Condominium Board and the Insurance Trustee set forth in subparagraph (ii) above and in Section 5.6 hereof; and

(iv) a provision that such policy may not be either canceled or substantially modified except upon at least 30 days prior written notice to the Condominium Board and all insureds who may have requested such notice, including Permitted Mortgagees.

Duplicate originals or certificates of insurance of all such policies and of all renewals thereof, together with proof of payment of premiums, shall be on file at the office of the Managing Agent. Copies thereof shall be delivered to any Unit Owner or Permitted Mortgagee on written request thereof.

(B) The Condominium Board shall also obtain and maintain, to the extent it deems practicable:

(i) commercial general liability insurance, covering all claims on an "occurrence basis" for personal injury, death, or property damage including, without limitation, contractual liability, independent contractors and products and completed operations mobility, arising out of any occurrence on, in or about the Common Elements or adjoining streets, sidewalks and passageways, and listing as additional insureds (except, the Unit Owners shall not be named insureds, but rather additional insureds, with respect to occurrences within such Unit Owner's Unit or its Limited Common Elements, if any) (a) the Condominium Board and each member thereof, (b) the Managing Agent or manager (if any), (c) each officer and employee of the Condominium and (d) each Unit Owner (except, however, that such insurance shall not cover any liability of a Unit Owner arising from occurrences within his own Unit or its Limited Common Elements, if any);

(ii) rent insurance;

(iii) worker's compensation and New York State disability benefits insurance;

(iv) boiler and machinery insurance;

(v) water damage insurance;

(vi) officers and directors liability insurance;

(vii) fidelity insurance and bonds covering all officers, directors and employees of the Condominium and Managing Agent;

(viii) plate glass insurance;

(ix) elevator liability and collision insurance;

(x) an "increased cost of construction" endorsement; and an endorsement covering demolition, the loss of the value of the undamaged portions of the Building and the cost of debris removal;

(xi) at the option of the Condominium Board, umbrella or excess liability insurance, at a limit to be determined by the Condominium Board;

(xii) such other insurance as the Condominium Board shall from time to time determine; and

(xiii) terrorism insurance for so long as such insurance is available at commercially reasonable rates.

Each of the aforementioned policies of insurance shall also cover cross-liability claims of one insured against another and shall be written on such forms and with such substance as is customary under then existing market conditions for other property and buildings similar in nature, use, location, height and type of construction to the Property, in New York County. Notwithstanding anything herein to the contrary, the Condominium Board shall obtain and maintain such insurance and in such limits as shall reasonably be required by the Loft Unit Mortgagee for so long as there are any Unsold Units.

(C) All policies of insurance to be maintained by the Condominium Board shall contain such limits as the Condominium Board shall from time to time determine, provided, however, that:

(i) with respect to insurance policies maintained by the Condominium Board pursuant to paragraph (A) hereof, the coverage shall be in an amount equal to not less than 100% of the full replacement cost of the Building, exclusive of footings and foundations, without deduction for depreciation, as approved by a casualty insurance company, a qualified insurance broker, or another qualified source;

(ii) with respect to insurance policies maintained by the Condominium Board pursuant to subparagraph (i) of paragraph (B) hereof, such policies shall contain single limits of not less than $1,000,000 in the aggregate; and

(iii) with respect to insurance policies maintained by the Condominium Board pursuant to subparagraph (ii) of paragraph (B) hereof, the coverage shall be in an amount equal to the aggregate of all of the Unit Owners' Common Charges for one year.

Any insurance policies maintained by the Condominium Board may also provide for such deductible amounts as the Condominium Board shall determine. The Condominium

Board shall review the limits of each insurance policy, as well as the amount of any deductible sum thereunder, at least once each year.

(D) The cost of all insurance maintained by the Condominium Board pursuant to this Section 5.5, together with the fees and disbursements of any Insurance Trustee appointed by the Condominium Board pursuant to the terms of these By-Laws, shall be borne by the Unit Owners as a General Common Expense or the Loft Unit Owners as a Loft Common Expense, depending on the item to which the coverage relates.

(E) Each Unit Owner will be required to maintain, at and from the Closing of Title to his Unit, casualty insurance with respect to Unit Specific Property, as well as liability insurance with respect to occurrences in or about the Unit, including any Limited Common Element appurtenant to the Unit. All such policies shall contain waivers of subrogation and further provide that the liability of the carriers issuing the insurance maintained by the Condominium Board shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. The casualty and liability insurance, each with coverage of no less than $1,000,000, shall include the Condominium as an additional insured. A Unit Owner shall provide the Managing Agent with a certificate of insurance evidencing such coverage at Closing and shall provide the Managing Agent with an updated certificate of insurance each year at least thirty (30) days prior to the expiration of such coverages. The certificate should also include a requirement of at least thirty (30) days' notice of cancellation or material change be given to the Condominium. A Unit Owner shall also require any tenant of its Unit to maintain similar coverages and to provide the Managing Agent a certificate of insurance evidencing such coverage at the time of lease signing and at each anniversary thereafter. The tenant's certificate must include the Unit Owner and the Condominium as additional insureds and the certificate should include a requirement that at least thirty (30) days' notice of cancellation or material change be given to the Condominium and the Unit Owner. It will be the responsibility of the Unit Owner to obtain the documents required from its tenant and to submit them to the Managing Agent and/or the Condominium.

(F) If there shall be a Casualty Loss, proof of loss statements shall be promptly submitted to the insurance company(ies) issuing the Condominium Property Insurance by (i) the Board, with respect to any damage to the Common Elements, or (ii) each Unit Owner, with respect to any damage to its Unit (but not including damage to any of its Unit Specific Property). The adjustment and settlement of any and all claims under the Condominium Property Insurance shall be made by the Condominium Board, acting on behalf of all the PI Named Parties.

(G) After the settlement of all claims in respect of any Casualty Loss under the policies of Condominium Property Insurance has been finalized by the Condominium Board consistent with the provisions of this Section 5.5, then, consistent with Section 5.6 hereof, the Loss Payees shall direct the payment of proceeds of such insurance to either (x) the Condominium Board (if such proceeds of such insurance are $1,000,000 or less in the aggregate) or (y) the Insurance Trustee (if such proceeds of such insurance are greater

than $1,000,000 in the aggregate), in any such case to be held in Trust Funds as more particularly provided in Section 5.6 hereof.

Section 5.6 *Casualty or Condemnation.*

(A) In the event that either (i) the Building or any part thereof are damaged or destroyed by fire or other casualty ("Casualty Loss") or (ii) the General Common Elements and/or Loft Common Elements and/or Limited Common Elements, or any part thereof is taken in condemnation or by eminent domain ("Taking"), the net insurance proceeds payable under the insurance policies maintained by the Condominium Board pursuant to the terms of Section 5.5 hereof by reason of such Casualty Loss or the net condemnation awards receivable by reason of such Taking, as the case may be, shall be payable either to the Condominium Board, if the same shall be $1,000,000 or less in the aggregate, or to the Insurance Trustee, if the same shall exceed $1,000,000 in the aggregate. In either instance, all such monies actually received ("Trust Funds") shall be held in trust for the benefit of (a) all Unit Owners and their Permitted Mortgagees, with respect to the portion thereof allocated to a Casualty Loss to or Taking of the General Common Elements and the Units, and (b) Loft Unit Owners and their Permitted Mortgagees with respect to the portion thereof allocated to a Casualty Loss to or Taking of the Loft Common Elements, the Limited Loft Common Elements and the Loft Units, and (c) the Commercial Unit Owner and its Permitted Mortgagees with respect to the Commercial Limited Common Elements and the Commercial Unit and shall be disbursed pursuant to the terms of this Section 5.6. Notwithstanding anything to the contrary contained either in this paragraph (A) or elsewhere in this Section 5.6, however, no Unit Owner whose Unit, its appurtenant Limited Common Elements, if any, or any portion thereof are taken in condemnation or by eminent domain (whether or not all or a part of the Common Elements are contemporaneously taken) shall be deemed to have waived whatever rights that he may have to pursue a separate claim against the condemning authority by reason thereof.

(B) Subject to the terms of paragraph (D) hereof, the Condominium Board shall arrange for the prompt repair or restoration ("Work") of: (i) in the event of a Casualty Loss, the portion(s) of the Building comprising the Common Elements and Units affected by such Casualty Loss, other than Unit Specific Property or (ii) in the event of a Taking, the portion(s) of the Common Elements or the Units (but not Unit Specific Property) affected by such Taking. If, pursuant to the immediately preceding sentence, Work is to be performed in or to Units, Common Elements that service or enclose Units and other Common Elements, or any combination of the foregoing, the Work shall be performed to the extent practicable, first in or to the Units, next in or to the Common Elements that service or enclose Units and then in or to the balance of the Common Elements. Each Unit Owner whose Unit, its appurtenant Limited Common Elements, if any, or any portion thereof, shall be the subject of all or part of any Work shall have the right subject to the terms of Section 5.2 hereof, to supervise any redecorating of his Unit or of such Limited Common Element, if any. The Unit Owners shall arrange for the prompt repair or restoration of the Unit Specific Property and any other interior portion of their

respective Units which is their responsibility to repair and/or restore, or the responsibility of the tenant of such Unit, such as appliances, fixtures, improvements made therein by a Unit Owner or tenant of a Unit Owner, or any furniture, furnishings, flooring, decorations, belongings, or other personal property supplied or installed by either Unit Owners or the tenants of Unit Owners.

(C) In the event that Work shall be performed pursuant to the terms of paragraphs (B) and (D) of this Section 5.6, the Condominium Board or the Insurance Trustee, as the case may be, shall disburse the Trust Funds to the contractors engaged in the Work in appropriate progress payments. If the Trust Funds shall be less than sufficient to discharge the cost and expense of performing the Work, the Condominium Board shall, subject to the strictures of Section 2.5, levy a Special Assessment (i) against all Unit Owners for the amount of such deficiency in proportion to their respective Common Interests, for Work to the General Common Elements and (ii) against all Loft Unit Owners for Work to the Loft Common Elements and (iii) against the applicable Loft Unit Owners for Work to the Limited Loft Common Elements and (iv) against the Commercial Unit Owner for Work to the Commercial Limited Common Elements, and all proceeds of such Special Assessment shall become part of the Trust Funds. If, conversely, the Trust Funds shall prove to be more than sufficient to discharge the cost and expense of performing the Work, such excess shall be paid to all Unit Owners in proportion to their respective Common Interests, with respect to Work to the Common Elements, except that no payment shall be made to a Unit Owner until there has first been paid, out of such Unit Owner's share of such excess, such amounts as may be necessary to reduce unpaid liens on the Unit Owner's Unit (other than mortgages that are not Permitted Mortgages) in the order of priority of such liens. Notwithstanding the foregoing, however, in the event that the Unit Owners are assessed pursuant to the terms of the second sentence of this paragraph (C) for any projected deficiency in the amount of the Trust Funds available to the Condominium Board and, after the payment of all costs and expenses incurred in connection with the Work, any portion of the Trust Funds remaining unspent, such excess Trust Funds shall, to the extent of such Special Assessment, be deemed to be, and shall constitute, an unspent Special Assessment and shall be paid to the Unit Owners so assessed in proportion to their respective Common Interests, with respect to Work to the Common Elements, free of any claim of any lienor (including without limitation, any Permitted Mortgagee).

(D) If either 75% or more of the Building is destroyed or substantially damaged by fire or other casualty or 75% or more of the Building is taken in a Taking, the Work shall not be performed unless 75% or more of all Unit Owners (including Sponsor if Sponsor shall then own any Units), in aggregate Common Interests, shall promptly resolve to proceed with the same. In the event that a sufficient number of Unit Owners shall so resolve, the Work shall be performed pursuant to the terms of paragraphs (B) and (C) hereof. Conversely, in the event that such sufficient number of Unit Owners shall either fail or refuse to so resolve, the Work shall not be performed and the Property shall be subject to an action for partition by any Unit Owner or lienor, as if owned in common,

in which event the net proceeds of the resulting sale, together with any Trust Funds, shall be allocated to all Unit Owners in proportion to their respective Common Interest, to the extent allocated to destroyed or damaged portions of the General Common Elements and to all Loft Unit Owners in proportion to their respective Loft Common Interest, to the extent allocated to destroyed or damaged portions of the Loft Units or the Loft Common Elements or the Limited Loft Common Elements, and to the Commercial Unit Owner, to the extent allocated to destroyed or damaged portions of the Commercial Unit and the Commercial Limited Common Elements, except that no payment shall be made to a Unit Owner until there first has been paid, out of such Unit Owner's share of such funds, such amounts as may be necessary to pay off any Permitted Mortgage and other unpaid liens on the Unit Owner's Unit.

(E) In the event that the damage resulting from a Casualty Loss shall (i) render one or more Units wholly or partially unusable for the purposes permitted herein and in the Declaration or (ii) destroy the means of access to one or more Units, the installments of Common Charges otherwise payable by the owner of any Unit so affected thereby shall proportionately abate until such Unit shall again be rendered usable for such purposes and/or until the means of access thereto shall be restored, as the case may be. Notwithstanding the foregoing, however, if such Casualty Loss shall be caused by the act, the omission to act, or the negligence of the owner of a Unit so affected thereby, by a Family Member of such Unit Owner, or by a tenant or other occupant of such Unit, such installments of Common Charges shall abate only to the extent of any proceeds of rent insurance actually collected by the Condominium Board with respect to such Unit.

(F) If (i) a portion of any Unit shall be taken in condemnation or by eminent domain and (ii) the Condominium shall not be terminated by reason of a simultaneous Taking pursuant to the terms of paragraph (D) hereof, the Common Interest and Loft Common Interest, where applicable, appurtenant to such Unit shall be adjusted in the proportion that the total floor area of such Unit and its appurtenant Limited Loft Common Elements and/or Commercial Limited Common Elements, if any, after such Taking bears to the total floor area of such Unit and its appurtenant Limited Loft Common Elements and/or Commercial Limited Common Elements, if any, prior to such Taking. The Condominium Board shall promptly prepare and record an amendment to the Declaration reflecting the new Common Interest and new Loft Common Interest, where applicable, appurtenant to such Unit, which amendment shall be executed by the owner of such Unit together with the holders of record of any liens thereon (or, in lieu of execution by such Unit Owner and lienors, the same may execute a consent to such amendment in recordable form). Following the Taking of a portion of a Unit and the recording of the aforementioned amendment to the Declaration, the votes appurtenant to such Unit shall be based upon the new Common Interest and new Loft Common Interest, where applicable, of such Unit, and, in the event of a Taking of an entire Unit, the right to vote appurtenant to such Unit shall wholly terminate. In either event, the Common Interests and Loft Common Interest, where applicable, of the other or remaining Units shall be adjusted accordingly and reflected in an amendment to the Declaration duly executed and

acknowledged by the Condominium Board and the owners of, all of the other or remaining Units together with the holders of the Permitted Mortgages.

(G) As used in this Section 5.6, the terms:

(i) "Prompt repair or restoration" shall mean that the Work is to be commenced not more than either: (a) 60 days after the date upon which the Insurance Trustee notifies the Condominium Board that it has received Trust Funds sufficient to discharge the estimated cost and expense of the Work, or (b) 90 days after the date upon which the Insurance Trustee notifies the Condominium Board that it has received Trust Funds insufficient to discharge the estimated cost and expense of the Work, or (c) in the event that the Trust Funds are payable to the Condominium Board pursuant to the terms of paragraph (A) of this Section 5.6, 60 days after the date upon which the Condominium Board notifies the Unit Owners that it has received the Trust Funds, whether or not the same are sufficient to discharge the cost and expense of the Work; and

(ii) "Promptly resolve" shall mean that a resolution shall be duly made not more than 60 days after the date upon which the Condominium Board notifies the Unit Owners that it has received the Trust Funds and that the same are or are not sufficient to discharge the estimated cost and expense of the Work, as the case may be.

(H) Any dispute that may arise under this Section 5.6 between Unit Owners or between any Unit Owner(s) and the Condominium Board shall be resolved by arbitration pursuant to the terms of Article 10 hereof.

Section 5.7 *Use of the Property.*

(A) No nuisance shall be allowed on the Property, nor shall any use or practice be allowed that either is a source of annoyance to its residents or interferes with the peaceful possession or proper use of the Property by its residents or occupants. No immoral, improper, offensive, or unlawful use shall be made of the Property or any portion thereof, and all valid Laws relating to any portion of the Property shall be complied with at the sole cost and expense of the respective Unit Owners or the Condominium, whoever shall have the obligation to maintain or repair such part of the Property.

(B) Nothing shall be done or kept in any Unit or in any of the Common Elements that would increase the rate of insurance for the Property, except upon the prior written consent of the Condominium Board. In the event that the rate of insurance for the Property is increased as a direct result of a particular or unique use being made of the Commercial Unit and not as a result of the typical uses for which such Commercial Unit may be occupied or used, the Commercial Unit Owner shall be obligated to pay the amount of such increase in the rate of insurance. No Unit Owner shall permit anything to be done or kept in a Unit or in the Common Elements that will result in the cancellation of insurance on the Property or the contents thereof, or that would be in violation of any Law. No waste shall be committed in the Common Elements.

(C) Nothing shall be done in any Unit or in, on, or to the Common Elements that will impair the structural integrity of the Property or will structurally change the Building, except as is otherwise provided in the Declaration or in these By-Laws. In no event shall interior partitions contributing to the support of any Unit or the Common Elements be altered or removed.

(D) Notwithstanding any provision to the contrary contained in the Declaration, By-Laws and Rules and Regulations, no Commercial Unit Owner or any tenants or occupants of the Commercial Unit shall make, cause or permit any unusual, disturbing, or objectionable noises or odors, which are unreasonable to the Sponsor or any other Unit Owners of the Building, their tenants or occupants, to be produced or to emanate from the Commercial Unit or any Commercial Limited Common Element.

Section 5.8 *Use of the Units.*

The terms and provisions of Article 8 of the Declaration govern the use of the Units and the terms and provisions of Article 8 of the Declaration are incorporated herein by reference.

Section 5.9 *Use of the Common Elements*

(A) Subject to the terms of paragraphs (B) and (C) of this Section 5.9, the Common Elements (including, without limitation, the electrical, heating, gas, plumbing and other mechanical systems and equipment of the Building and the Facilities) may be used only for the furnishing of the services and facilities, and for the other uses, for which they are reasonably suited and capable. In addition, no furniture, packages, or objects of any kind shall be placed in the lobbies, vestibules, public halls, stairways, public elevator, or any other part of the Common Elements (except for those areas designated as storage areas) without the prior written consent of the Condominium Board. The lobbies, vestibules, public halls, stairways and public elevator shall be used only for normal passage through them. Accordingly, all Unit Owners shall require their tradesmen to utilize exclusively the elevator and entrance designated by the Condominium Board for transporting packages, merchandise, or other objects.

(B) Each Storage Bin shall be used only for storage purposes, in compliance with Law and the Rules and Regulations. No articles or materials which pose a threat to the health or safety of Unit Owners or tenants or other occupants of the Building, or that cause noxious odor, dirt or other sanitary problems or otherwise create a nuisance shall be permitted to be brought into or stored in any Storage Bin.

(C) The Owner or Owners of any two or more Units, which Units are the only Units serviced or benefited by any General or Loft Common Element adjacent or appurtenant to such Units (for example, that portion at the end of any loft hallway that is directly adjacent to any such Units located on opposite sides of such hallway) shall, with the consent of the Condominium Board (which consent shall not be unreasonably withheld or delayed), have the right to use such General or Loft Common Elements exclusively, as if it were a part of such Units (including the right, in the above example of

a portion of a hallway, to enclose such portion), and no amendment to the Declaration or reallocation of Common Interests shall be made by reason thereof. In such event, however, such owner or owners shall, at his or their sole cost and expense, both (i) operate, maintain and repair such General or Loft Common Element for so long as such Owner or Owners exercise such exclusive right of use and (ii) restore such General or Loft Common Element to its original condition, reasonable wear and tear excepted, after such owner or owners cease to exercise such exclusive right of use.

(D) The terms of paragraph (A) of this Section 5.9 shall not apply to Sponsor for so long as there are any Unsold Units. Sponsor shall have the right, in addition to all other rights of Sponsor set forth in the Declaration and these By-Laws, without charge or limitation, to: (i) erect and maintain signs, of any size or content determined by Sponsor on or about any portion of the Common Elements chosen by Sponsor including, without limitation, on the exterior walls of the Building or adjacent to the main entrance thereof; (ii) have its employees, contractors, subcontractors and sales agents present on the Property; and (iii) do all things necessary or appropriate, including the use of the Common Elements (such as lobbies, corridors and the like), to sell, lease, manage, or operate Unsold Loft Units, to complete any work or repairs to the Building expressly undertaken by Sponsor and to comply with Sponsor's obligations under the Plan and the Condominium Documents. In no event, however, shall Sponsor be entitled to use any Common Elements in such a manner as will unreasonably interfere with the use of any Unit for its permitted purposes.

Section 5.10 *Rights of Access.*

(A) Subject to the rights of tenants and other occupants of Unsold Units, each Unit Owner shall grant to the Condominium Board, to the Managing Agent or manager (if any), to the superintendent, if any, or to any other Person authorized by any of the foregoing a right of access (including the right of forced entry if required in the discretion of the party seeking such entry) to a Unit and its appurtenant Limited Loft Common Elements with respect to a Loft Unit, if any, or a Storage Bin and any other category of Common Element appurtenant to a Unit for the purposes of:

(i) making inspections of, or removing violations noted or issued by any governmental authority against, the Common Elements or any other part of the Property;

(ii) curing defaults hereunder or under the Declaration or violations of the Rules and Regulations committed by such Unit Owner or correcting any conditions originating in his Unit and threatening another Unit or all or a portion of the Common Elements;

(iii) performing maintenance, installations, alterations, repairs, or replacements to the mechanical or electrical services, air conditioning equipment or other portions of the Common Elements or Limited Common Elements located within a Unit or elsewhere in the Building;

(iv) reading, maintaining, or replacing utility meters relating to the Common Elements, to his Unit, or to any other Unit; or

(v) correcting any condition that violates the provisions of any Permitted Mortgage encumbering another Unit; or

(vi) conducting an inspection, with an insurance adjuster, relative to an insurance claim; or

(vii) inspecting and maintaining, on a quarterly basis, a Residential Unit's heating, ventilation and air-conditioning equipment.

If the Condominium Board exercises any such right of access to any Unit for the purposes described above, then the Condominium Board shall indemnify and hold the Owner of such Unit harmless from any actual out-of-pocket cost, loss, damage, expense, claim, or liability arising, directly or indirectly, from the exercise of any such easement and/or any such right of access; provided, however, that such indemnification obligation shall not be applicable to the extent such easement or such right of access was exercised in order to remove any violations from such Unit.

Except in cases of Emergency, the foregoing rights of access shall be exercised only upon not less than one day's advance notice and only in such a manner as will not unreasonably interfere with the normal conduct of business of the Commercial Unit Owner or with the use of the Loft Units and their appurtenant Limited Common Elements for their permitted purposes. In cases of Emergency, however, such rights of access may be exercised immediately, without advance notice and whether or not the Unit Owner is present.

(B) (i) The Commercial Unit Owner, the authorized agents of the Commercial Unit Owner, the tenants of the Commercial Unit Owner, and the licensees and invitees of the foregoing, who are physically handicapped, will have a right of access through the Loft lobby, which is a Loft Common Element, to use the elevator, which is a Loft Common Element, for the limited purpose of entering and leaving the portion of the cellar level of the Building which comprises the Commercial Unit. Such right of access shall be exercised with reasonable care.

(ii) The Commercial Unit Owner, the tenants of the Commercial Unit, the authorized agents of the Commercial Unit Owner, the authorized agents of the tenants of the Commercial Unit, and the authorized agents of the tenants of the Commercial Unit Owner will have a right of access (a) through the Loft lobby, Lobby A, which is a Loft Common Element, to use the elevator, which is a Loft Common Element, to gain access to the cellar for the purpose of installing, maintaining, replacing and effecting repairs to any equipment or machinery servicing the Commercial Unit and located in the cellar, and (b) through the Loft lobby, Lobby A, which is a Loft Common Element, to use the elevator, which is a Loft Common Element, for the purpose of installing, maintaining, replacing and effecting repairs to any equipment servicing the Commercial Unit and located on the roof. Such rights of access shall be exercised with reasonable care and in

the presence of either the superintendent/porter or a representative of the Managing Agent.

(C) Each Unit Owner shall grant a right of access to his Unit and its appurtenant Limited Common Elements, if any, and the Condominium Board shall grant rights of access to the Common Elements, to Sponsor and its contractors, subcontractors, agents and employees for the purpose of fulfilling Sponsor's obligations as set forth in the Plan or in any amendment thereto, provided that access thereto shall not be exercised, with respect to any Unit and its appurtenant Limited Common Elements, if any, in such a manner as will unreasonably interfere, for more than a temporary period, with the use of such Unit and its appurtenant Limited Common Elements, if any, for their permitted purposes.

(D) Sponsor also reserves a right of access in and to the Common Elements, once Sponsor has conveyed all of its Units, for promotional purposes relating to other ventures of Sponsor or principals or affiliates of Sponsor.

Section 5.11 *Modification of the Rules and Regulations.* The Condominium Board shall have the right to amend, modify, add to, or delete any of the Rules and Regulations from time to time, provided, however, that any such amendment, modification, addition, or deletion may be overruled by a vote of at least 66 2/3% of all Unit Owners having voting rights, in number and Common Interest. Copies of the text of any amendments, modifications, additions, or deletions to the Rules and Regulations shall be furnished to all Unit Owners not less than thirty days prior to the effective date thereof. Notwithstanding the foregoing, the Condominium Board shall not have the right to amend, modify, add to, or delete any of the Rules and Regulations if the same would adversely affect Unsold Units owned by Sponsor and the sale, lease or use thereof, without the prior written consent of Sponsor. Notwithstanding the foregoing, the Condominium Board shall not have the right to amend, modify, add to, or delete any of the Rules and Regulations if the same would adversely affect the Commercial Unit and the use thereof, without the prior written consent of the Commercial Unit Owner.

Section 5.12 *Real Estate Taxes.* Unless and until real estate taxes are billed directly to Unit Owners by the City Collector, the Condominium Board shall assess against each Unit Owner its Common Interest percentage of the taxes due and promptly pay such taxes as a Common Expense and shall include the amount to be paid on account of a Unit in Common Charges. In the event of a proposed sale of any Unit, the Condominium Board (for so long as the Condominium Board is still paying such real estate taxes) shall, upon the written request of the selling Unit Owner, execute and deliver to the Purchaser of such Unit, or to such Purchaser's title company, a letter agreeing to promptly pay all such real estate taxes affecting such Owner's Unit to the date of the closing of title to such Unit.

Section 5.13 *Fuel and Electricity.* Unless and until electricity and fuel is billed directly to Unit Owners by the Condominium or the supply company, in accordance with and subject to the provisions of the Plan, the cost and expense of electricity and fuel (for

heating and cooling) serving or benefiting any Unit and/or Common Element shall be: (i) considered part of the expense of maintaining such Unit and/or Common Element, (ii) determined by the Condominium Board, (iii) paid by the Condominium Board, and (iv) charged to: (a) the Unit Owners as a General Common Expense for such portion attributable to the General Common Elements, (b) the Commercial Unit Owner as a General Common Expense for such portion attributable to the Commercial Unit and/or a Commercial Limited Common Element, and (c) the Loft Unit Owners as a Loft Common Expense for such portion attributable to the Loft Units and/or the Loft Common Elements and/or the Limited Loft Common Elements. In the event there is a particular or unique use being made of a Unit and/or Common Element, the Condominium Board shall cause a new survey to be made the cost of which shall be borne by the Unit Owners as a General Common Expense.

Section 5.14 *Water Charges and Sewer Rents.* Unless and until water is separately metered in a Unit and water charges and sewer rents are billed directly to a Unit Owner by the City Collector, in accordance with and subject to the provisions of the Plan, the cost and expense of water serving or benefiting a Unit and/or Common Element shall be: (i) considered part of the expense of maintaining such Unit and/or Common Element, (ii) determined by the Condominium Board, (iii) paid by the Condominium Board, and (iv) charged to: (a) the Unit Owners as a General Common Expense for such portion attributable to the General Common Elements, (b) the Commercial Unit Owner as a General Common Expense for such portion attributable to the Commercial Unit and/or a Commercial Limited Common Element, and (c) the Loft Unit Owners as a Loft Common Expense for such portion attributable to the Loft Units and/or the Loft Common Elements and/or the Limited Loft Common Elements. In the event there is a particular or unique use being made of a Unit and/or Common Element, the Condominium Board shall cause a new survey to be made the cost of which shall be borne by the Unit Owners as a General Common Expense.

Section 5.15 *Record and Audits.*

(A) The Treasurer of the Condominium, or the Managing Agent under the supervision of such Treasurer, shall keep full, detailed and accurate records and books of account with respect to the financial affairs of the Condominium, which records and books of account shall include, without limitation, (i) a listing of all receipts of and expenditures by the Condominium Board and the Managing Agent and (ii) a separate listing for each Unit, setting forth, among other things, the amount of each assessment of Common Charges and Special Assessments levied against such Unit, the date when due, the amounts paid thereon and the balance, if any, remaining unpaid, as well as all Permitted Mortgages having an interest in such Unit.

(B) Within four (4) months after the end of each fiscal year of the Condominium, the Condominium Board shall submit to each Unit Owner, and, if so requested, to any Permitted Mortgagee, an annual report of the receipts and expenditures of the Condominium prepared and certified by an independent certified public

accountant. The cost of preparing and distributing each such report shall be borne by the Condominium Board as a General Common Expense. The fiscal year of the Condominium shall be a calendar year.

(C) Copies of the Condominium Documents, the Plan and the contract with any Managing Agent shall be maintained at the office of the Condominium Board and shall be available for inspection by the Unit Owners and their authorized agents during reasonable business hours.

(D) The Condominium Board shall report to the Unit Owners on a semi-annual basis with respect to all deposits into and withdrawals from the reserve fund mandated by Section 26-703 of Local Law 70, which amends Chapter 51 of the Administrative Code of the City of New York.

Section 5.16 *Commercial Unit Contact.*

Notwithstanding the foregoing, the Commercial Unit Owner shall provide to the Condominium Board a 24/7 contact person in order to gain access to the Commercial Unit and/or a Commercial Limited Common Element in the event of an Emergency. In the event of an Emergency involving imminent threat of injury to human life or safety or to property damage, if the Condominium Board or its employees or agents are unable to reach such contact person, the Condominium Board and its agents and employees may break down the door(s) to the Commercial Unit and/or a Commercial Limited Common Element without any liability or recourse and the Commercial Unit Owner shall defend, indemnify and hold harmless the Condominium Board, its agents and employees from any and all loss, damage and claims arising therefrom. Nothing herein contained, shall be deemed to modify, limit or impact, in any way, Sponsor's Special Easement Rights.

Section 5.17 *Management of Units Occupied by Non-Purchasing Tenants.*

(A) The Owners of Units occupied by Non-Purchasing Tenants hereby appoint irrevocably the Condominium's managing agent and its successors (or the board of managers of the Condominium if no managing agent is employed by the Condominium) as his or her agent to provide to the Non-Purchasing Tenants all services and facilities required by Law.

(B) The Owners of Units occupied by Non-Purchasing Tenants (other than the Sponsor) shall deposit with the managing agent of the Condominium (or the board of managers of the Condominium if no managing agent is to be employed) at the closing of the applicable Unit, an amount not less than the greater of two months' common charges or two months' rent, to be used as working capital to furnish services required under the Non-Purchasing Tenant's lease, if any, and the Rent Laws. Upon notice by the managing agent (or board of managers of the Condominium) that the deposit has been diminished, the fund shall be replenished by the Unit Owner within 15 days, failing which, the board of managers, on behalf of the Unit Owners, shall have a lien against the Unit. Interest, if any, earned on the fund shall be the property of the Unit Owner.

ARTICLE 6

COMMON CHARGES

Section 6.1 *Determination of Common Expenses and Fixing of Common Charges and Special Assessments*

(A) From time to time, but not less frequently than once a year, the Condominium Board shall: (i) prepare and adopt a budget for the Condominium, subject, in all respects, to the strictures set forth in Section 2.5 hereof; (ii) determine the aggregate amount of Common Charges necessary to be charged to the Loft Unit Owners in order to meet the Common Expenses; and (iii) allocate and assess such Common Charges amongst the Unit Owners in accordance with allocations set forth in the First Year's Budget and as provided in Section 6.1(E) below, which allocations are based on the proportion of expenses and charges fairly attributable to Units, based upon estimated usage of particular services, or based upon special or exclusive use or availability or exclusive control of particular Common Elements by particular Unit Owners. The Condominium Board shall advise all Unit Owners promptly thereafter in writing of the amount of Common Charges payable by each of them, not later than ten (10) days prior to the date upon which the first installment of newly determined Common Charges is due, shall furnish copies of the budget (in a reasonably itemized form) upon which such Common Charges are based to all Unit Owners and to their respective Permitted Mortgagees whenever requested in writing by such Permitted Mortgagees. The Condominium Board may, subject to Section 6.1 (E) hereof, at its sole discretion, from time to time increase or decrease the amount of Common Charges allocated to the Units and payable by the Unit Owners and may modify its prior determination of the Common Expenses for any fiscal year so as to increase or decrease the amount of Common Charges payable for such fiscal year or portion thereof; however, no such revised determination of Common Expenses shall have a retroactive effect on the amount of Common Charges payable by Unit Owners for any period prior to the date of such new determination. Notwithstanding the foregoing, however, the Condominium Board shall not reduce the Common Charges payable during any fiscal year occurring within the Initial Control Period solely as a result of either reducing the number of employees of the Condominium below the number employed (or anticipated in the First Year's Budget) for the Property on the date of recording the Declaration, except with the Sponsor's prior written consent, or eliminating or reducing the insurance coverage below that provided for the Property on such date, except with the concurrence of a majority of the members of the Condominium Board elected by Unit Owners other than Sponsor. All Unit Owners will be given a copy of the proposed annual budget of the Condominium at least ten (10) days prior to the date set for adoption thereof by the Condominium Board.

(B) The failure or delay of the Condominium Board to prepare or adopt a budget or to determine the Common Expenses for any fiscal year or portion thereof shall not be deemed a waiver or modification in any respect of the covenants and provisions hereof or a release of any Unit Owner from the obligation to pay Common Charges. In

such event, the Common Charges that were computed on the basis of the Common Expenses last determined for any fiscal year or portion thereof shall continue thereafter to be the Common Charges payable by the Unit Owners until a new determination of the Common Expenses shall be made.

(C) In addition to the foregoing duty to determine the amount of and assess Common Charges, the Condominium Board shall have the right, subject, in all respects, to the strictures contained in Section 2.5 hereof, to levy Special Assessments to meet the Common Expenses. All Special Assessments relative to the General Common Elements shall be allocated between the Loft Units and the Commercial Unit in accordance with the allocations set forth in the First Year's Budget and as provided in Section 6.1(E) below. In the event the cost or expense resulting in the Special Assessment does not fall within one of the categories in the First Year's Budget or as set forth in Section 6.1(E) below, then the Special Assessment shall be based on the proportion of expenses and charges fairly attributable to Units, based upon estimated usage of particular services, or based upon special or exclusive use or availability or exclusive control of particular Common Elements by particular Unit Owners. Special Assessments levied against the Loft Unit Owners relative to (i) the General Common Elements, after the aforementioned allocation between the Loft Units and the Commercial Unit is affected, and (ii) the Loft Common Elements shall be levied against all Loft Unit Owners in proportion to their Loft Common Interests. Special Assessments relative to the Limited Loft Common Elements shall be levied against the Loft Unit Owner or Owners whose Unit(s) are appurtenant to the applicable Limited Loft Common Element. Special Assessments relative to the Commercial Limited Common Elements and the Commercial Unit shall be levied against the Commercial Unit Owner. Special Assessments may be payable either in one lump sum or in installments, as the Condominium Board shall determine, provided, however, that the Condominium Board shall give each Unit Owner not less than fifteen (15) days' written notice prior to the date upon which such Special Assessment, or the first installment thereof, shall be due and payable, which notice shall set forth, in reasonable detail, the nature and purpose thereof. The Condominium Board shall have all rights and remedies for the collection of Special Assessments as are provided herein for the collection of Common Charges (including, without limitation, the provisions of Section 6.4 hereof). For the avoidance of doubt, the Commercial Unit will not be assessed any portion of the costs or expenses attributable for the repair, maintenance, improvement or operation of the Loft Units, Loft Common Elements, or Loft Limited Common Elements, and will pay a limited portion of the costs and expenses attributable to the repair, maintenance, improvement or operation of the General Common Elements, based on estimated usage of particular services, or based upon special or exclusive use or availability, or exclusive control of, particular Common Elements by the Commercial Unit or Commercial Unit Owner.

(D) The excess of all rents, profits and revenues derived from the rental or use of any space forming a part of, or included in, any, General Common Element, or Loft Common Element remaining after deduction of all expenses incurred in connection with

generating the same shall constitute income of the Unit Owners or the Loft Unit Owners, as applicable and shall be collected on behalf of the Unit Owners or Loft Unit Owners, as applicable by the Condominium Board and applied against the General Common Expenses attributable to the General Common Elements, or the Loft Common Expenses attributable to the Loft Common Elements, or the Limited Loft Common Elements, as appropriate for the fiscal year in which collected. In the event that such net rents, profits and revenues, together with the Common Charges and any Special Assessments collected from the Unit Owners, for any year of operation shall exceed the Common Expenses for such year, then such excess shall be applied by the Condominium Board against the General Common Expenses attributable to the General Common Elements, or the Loft Common Expense attributable to the Loft Common Elements or the Limited Loft Common Elements for the next succeeding year(s) of operation. No Unit Owner shall be entitled to a distribution of any portion of such excess unless the Condominium Board shall determine to distribute all or part of such excess to all Unit Owners pro-rata, in proportion to their respective Common Interests, or Loft Common Interests, as appropriate and any such distributions must be made out of the Common Charges collected from Unit Owners. Notwithstanding the contents of this paragraph D of this Section 6.1 of these By-Laws and in accordance with Section 12.15 of the Declaration, if Sponsor exercises the easement to erect, use, lease, maintain, repair, replace and operate antennae, satellite dishes and other communications equipment, on any part of the roof and/or façade of the Building and elsewhere on the Common Elements, Sponsor shall be entitled to retain any revenues from such use.

(E) Notwithstanding anything set forth to the contrary above, Common Expenses and Special Assessments shall be allocated in a manner different from the allocation by Common Interest, as permitted by the Condominium Act, provided that such allocation is based on the proportion of expenses and charges fairly attributable to the respective Units, based on actual usage of particular services and based upon special or exclusive use or availability or exclusive control of particular the applicable Unit. Any dispute relating to the allocation of costs and expenses attributable to the Units shall be resolved pursuant to the Arbitration procedures in Article 10 of these By-Laws. The allocations of Common Expenses between the Loft Units and the Commercial Unit in the First Year's Budget set forth below are deemed presumptive evidence of reasonableness. The Condominium Board may not modify these allocations without the consent of the Commercial Unit Owner. The allocations are as follows:

Payroll and Related Expenses Wages and Benefits for Super Wages and Benefits for Doorman	 94.31% 100%	 5.69% 0%
Gas for Cooking	100%	0%
Gas for Heating/Hot Water and Cooking	100%	0.00%

Electricity	100%	0%
Water Charges and Sewer Charges	80.01%	19.99%
Repairs, Maintenance and Supplies	100%	0%
Service and Maintenance Contracts	95.98%	4.02%
Insurance	80.01%	19.99%
Legal and Accounting Fees	80.01%	19.99%
Administration	80.01%	19.99%
Management Fee	80.01%	19.99%
Miscellaneous	80.01%	19.99%
Contingency	80.01%	19.99%

Section 6.2 *Payment of Common Charges and/or Special Assessments*

(A) All Unit Owners (including Sponsor with respect to Loft Unsold Units for so long as the same are owned by Sponsor) shall be obligated to pay Common Charges and Special Assessments assessed by the Condominium Board pursuant to the terms of Section 6.1 hereof at such time or times (but not less than annually) as the Condominium Board shall determine. Unless otherwise determined by the Condominium Board, Common Charges shall be payable in installments on the first day of every month in advance. To the extent permitted by Law, the Condominium Board shall have a lien on each Unit, on behalf of all Unit Owners, for unpaid Common Charges and Special Assessments assessed against such Unit. Such lien, however, shall be subordinate, to the extent required by Law, to any liens for real estate taxes assessed against such Unit and any sums unpaid on a Permitted Mortgage recorded against the Unit.

(B) No Unit Owner shall be liable for the payment of any part of the Common Charges and any Special Assessments assessed against his Unit subsequent to a sale, transfer, or other conveyance by him of such Unit, together with its Appurtenant Interests, made in compliance with the terms of Article 7 hereof. A Purchaser or other successor-in-title to the owner of a Unit shall be liable for the payment of all Common Charges and any Special Assessments accrued and unpaid against such Unit prior to his acquisition thereof, except that, to the extent permitted by Law, a Permitted Mortgagee acquiring title to a mortgaged Unit or a Purchaser at a mortgage foreclosure sale held with respect to a Permitted Mortgage shall not be liable, and such mortgaged Unit shall not be subject to a lien, for the payment of any Common Charges and Special Assessments assessed subsequent to the recording of such Permitted Mortgage and prior to the acquisition of title to such Unit by the Permitted Mortgagee or by such Purchaser. However, in the event of a foreclosure of a Permitted Mortgage (whether by sale, deed in lieu of foreclosure, or otherwise), the defaulting Unit Owner shall remain fully liable for

the payment of all unpaid Common Charges and Special Assessments that accrued prior to such foreclosure or sale. Any excess proceeds from such foreclosure or sale shall be paid directly to the Condominium Board in payment of all unpaid Common Charges and Special Assessments. In the case of a Loft Unit, any remaining unpaid Common Charges and Special Assessments that are not collected from such foreclosure sale or from the defaulting Loft Unit Owner shall be deemed a Loft Common Expense, collectible from all those who are Loft Unit Owners at the time the same is levied. In the case of the Commercial Unit, any remaining unpaid Common Charges and Special Assessments that are not collected from such foreclosure or sale or from the defaulting Commercial Unit Owner shall be deemed a Common Expense, collectible from all those who are Commercial Unit Owners, as the case may be, at the time that the same is levied.

(C) Subject to the terms and conditions contained in these By-Laws, any Unit Owner may convey his Unit, together with its Appurtenant Interests and/or Storage Bin License, to the Condominium Board or to its designee, corporate or otherwise, on behalf of all Unit Owners, without being compensated therefor, and, in such event, be exempt from the payment of Common Charges and Special Assessments thereafter accruing, provided, however, that: (i) all Common Charges and any Special Assessments then due and payable with respect to such Unit have been paid; (ii) such Unit and/or Storage Bin License is free and clear of all liens and encumbrances other than a Permitted Mortgage and the statutory lien for unpaid Common Charges and Special Assessments; and (iii) no violation of any provision of the Condominium Documents then exists with respect to such Unit. However, in no event shall Sponsor be permitted to convey any Unsold Loft Unit to the Condominium Board and thereby exempt itself from Common Charges and any Special Assessments attributable to such Loft Unit thereafter accruing unless the aggregate Loft Common Interests then appertaining to the Unsold Loft Units constitute 15% or less of the total Loft Common Interests then appertaining to all Loft Units, at least five years shall have elapsed from the date of the First Closing and, at the time of conveyance, Sponsor shall pay to the Condominium Board an amount equal to the product of the then current monthly Common Charges for the Unsold Loft Unit(s) being conveyed multiplied by 24.

(D) No Unit Owner shall be exempted from liability for the payment of Common Charges or Special Assessments by waiving the use or enjoyment of any or all of the Common Elements or by abandoning his Unit (except with respect to a conveyance of the same to the Condominium Board, without compensation, pursuant to the terms of paragraph (C) hereof). Except as expressly provided to the contrary in paragraph (E) of Section 5.6 hereof, no Unit Owner shall be entitled to a diminution or abatement in the Common Charges or Special Assessments payable thereby for any inconvenience or discomfort arising from: (i) the failure or interruption of any utility or other services; (ii) the making of repairs or improvements to the Common Elements or any Unit (including, without limitation, such Unit) pursuant to the terms of Section 5.1, 5.2, or 5.3 hereof; or (iii) any action taken by the Condominium Board or the officers of the Condominium to comply with Law.

Section 6.3 *Statement of Common Charges and/or Special Assessments.* The Condominium Board shall promptly provide a written statement of unpaid Common Charges and/or Special Assessments due from any Unit Owner upon its receipt of a written request therefor from such Unit Owner. In addition, each Unit Owner shall be permitted to examine the books of account of the Condominium at reasonable times on business days, but not more frequently than once a month.

Section 6.4 *Default in Payment of Common Charges and/or Special Assessments.*

(A) The Condominium Board shall take prompt action to collect any Common Charges and/or Special Assessments due to the Condominium Board that remain unpaid for more than fifteen (15) days after the due date for the payment thereof, including, but not limited to the imposition of late charges, notice fees and the institution of such actions for the recovery of interest and expenses as provided in this Article 6. All costs and expenses incurred by the Condominium Board (including reasonable attorney's fees) as a result of its attempt to collect unpaid Common Charges and/or Special Assessments shall be borne by the Unit Owner and shall constitute Common Charges payable by such Unit Owner. In connection with the collection of Common Charges and/or Special Assessments, the Condominium Board shall have the right and obligation to cause liens for all sums due and owing to the Condominium Board to be filed in the Register's Office pursuant to the terms of Section 339-z of the Condominium Act, to cause such liens to be foreclosed in the manner provided in Section 339-aa of the Condominium Act and/or to institute all other proceedings deemed necessary or desirable by the Condominium Board to recover all such unpaid Common Charges and/or Special Assessments, together with all additional sums of money collectible by the Condominium Board by reason of such nonpayment pursuant to the terms of paragraph (B) hereof. A suit to recover a money judgment for unpaid Common Charges and/or Special Assessments, however, shall be maintainable without foreclosing or waiving the lien securing such charges.

(B) In the event that any Unit Owner shall fail to make prompt payment of Common Charges and/or Special Assessments, such Unit Owner shall be obligated to pay: (i) interest thereon at the rate of 1.5% per month of such unpaid amounts (less any late "charges" theretofore collected), to be computed from the due date thereof until paid in full, together with all costs and expenses paid or incurred by the Condominium Board, the Managing Agent, or the manager (if any) in connection with collecting such unpaid Common Charges and/or Special Assessments with interest as aforesaid and/or in foreclosing the aforementioned lien, including, without limitation, reasonable attorneys' fees and disbursements and court costs; (ii) a late charge of $150 per month for Common Charges and/or Special Assessments which remain unpaid for more than ten (10) days after the date when due, plus all expenses of collection including but not limited to reasonable attorneys' fees, in such amount as may be determined by the Condominium Board from time to time, to be computed from the due date thereof until paid in full. In addition, if the Condominium Board shall bring an action to foreclose the aforementioned

lien, the defaulting Unit Owner will be required to pay a reasonable rental for the use of his Unit, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. All such late charges, interest, costs and expenses and rentals shall be added to and shall constitute Common Charges payable by such Unit Owner.

(C) In any action brought by the Condominium Board to foreclose a lien on a Unit because of unpaid Common Charges and/or Special Assessments, the Condominium Board shall have, on behalf of all Unit Owners, the power to purchase such Unit at the foreclosure sale thereof and to acquire, hold, lease, mortgage, convey, or otherwise deal with such Unit (but not to vote the votes appurtenant to the same). In the event that the net proceeds received on such foreclosure (after deduction of all legal fees and disbursements, advertising costs, brokerage commissions, court costs and other costs and expenses paid or incurred in connection therewith) shall be insufficient to satisfy the defaulting Unit Owner's obligations to the Condominium, such Unit Owner shall remain liable for the deficit. Any surplus on such foreclosure shall be paid to the defaulting Unit Owner after first paying all liens on such Unit Owner's Unit in the order of priority of such liens.

(D) If a Loft Unit Owner shall at any time lease its Loft Unit and shall default in the payment of any Common Charges and/or Special Assessments or additional Common Charges and/or Special Assessments, the Board may, at its option, so long as such default shall continue, demand and receive from the tenant the rent due or becoming due from such tenant to the Loft Unit Owner, and apply the amount to pay sums due and to become due from the Unit Owner to the Condominium. Any payment by a tenant to the Condominium shall constitute a discharge of the obligation of such tenant to the Unit Owner, to the extent of the amount so paid. The acceptance of rent from any tenant shall not be deemed a consent to or approval of any leasing by the Loft Unit Owner, or a release or discharge of any of the obligations of the Loft Unit Owner hereunder. In the event the tenant fails to pay the rent to the Condominium after demand by the Condominium Board, the Condominium Board shall have the right to commence summary eviction proceedings in the name of or on behalf of the Loft Unit Owner, against the tenant. All costs and expenses incurred by the Condominium Board (including reasonable attorneys' fees) in connection with the above shall be borne by the Loft Unit Owner and shall constitute Common Charges payable by such Loft Unit Owner.

(E) During the Initial Control Period, Sponsor shall have the right, in its sole discretion, to delay the obligation of the Loft Unit Owners to pay Common Charges from and after the First Closing, for a period to be determined by the Sponsor provided that the expenses of the Condominium relating to the operation of the Loft Units (including, but not limited to, insurance premiums) during such period are paid by, and the contingency fund line item on Schedule B to the Offering Plan is funded by, Sponsor. Upon commencement of the obligation to pay Common Charges, there will not be a special assessment for any expense set forth in the First Year's Budget. During any period during

which the obligation to pay Common Charges is delayed, Sponsor shall remain obligated to update the budget for the Condominium, as provided for in the governing regulations.

ARTICLE 7

SELLING AND LEASING OF LOFT UNITS

Section 7.1 *General.* Subject to the terms of Section 7.5 hereof, each Loft Unit Owner may (i) sell his Loft Unit, and (ii) lease his Loft Unit for periods of one (1) year or more only, provided however, no Loft Unit Owner may sell or lease his Unit except in compliance with the applicable provisions of this Article 7. Any purported sale or lease consummated in default in the applicable terms hereof shall be voidable at the sole election of the Condominium Board, and, if the Condominium Board shall so elect, the selling or leasing Loft Unit Owner shall be deemed to have authorized and empowered the Condominium Board to institute legal proceedings to eject the purported Purchaser (in the event of an unauthorized sale) or to evict the purported tenant (in the event of an unauthorized lease) in the name of such Loft Unit Owner. Such Loft Unit Owner shall reimburse the Condominium Board for all costs and expenses paid or incurred in connection with such proceedings, including, without limitation, reasonable attorneys' fees and disbursements and court costs. The Commercial Unit may be sold or leased without the consent of the Condominium Board or any other Unit Owner.

Section 7.2 *Right of First Refusal.*

(A) Subject to the terms of Sections 7.5 and 7.9 hereof, any contract to sell a Loft Unit, together with the Appurtenant Interests and any lease of a Loft Unit ("Sale Agreement or Lease Agreement") shall contain the following language: "THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE HEREBY MADE EXPRESSLY SUBJECT TO THE RIGHTS IF ANY, OF THE CONDOMINIUM BOARD OF THE CONDOMINIUM WITH RESPECT TO THE TRANSACTION EMBODIED HEREIN PURSUANT TO THE TERMS OF SECTIONS 7.2 AND 7.3 OF THE BY-LAWS OF THE CONDOMINIUM, AS THE SAME MAY HAVE BEEN AMENDED". Promptly after any such bona fide Sale Agreement or Lease Agreement shall be fully executed, the Loft Unit Owner executing the same ("Offeree Unit Owner") shall send written notice thereof to the Condominium Board by (i) certified or registered mail, return receipt requested, or (ii) overnight delivery service, which notice shall be accompanied by a fully executed, original counterpart of the Sale Agreement or Lease Agreement, as the case may be, containing all of the terms offered in good faith by the prospective purchaser or tenant ("Outside Offeror").

(B) The sending of the notice referred to in paragraph (A) of this Section 7.2 shall constitute an offer by the Offeree Unit Owner to sell his Loft Unit, together with the Appurtenant Interests, or to lease his Loft Unit, as the case may be, to the Condominium Board or to its designee, corporate or otherwise, on behalf of all Loft Unit Owners,

subject, however, to any variance therefrom provided in Section 7.3 hereof. The giving of such notice shall further constitute a representation and warranty by the Offeree Unit Owner to the Condominium Board, on behalf of all Loft Unit Owners, that such Offeree Unit Owner believes the Sale Agreement or Lease Agreement to be bona fide in all respects. Thereafter, upon the written demand of the Condominium Board, the Offeree Unit Owner shall submit to the Condominium Board, in writing, such further information with respect to the Outside Offeror and the Sale Agreement or Lease Agreement as the Condominium Board may reasonably request.

(C) The Condominium Board may elect, by sending written notice thereof to the Offeree Unit Owner by certified or registered mail not later than thirty (30) business days (in the event of a proposed sale) and fifteen (15) business days (in the event of a proposed lease) after receipt of the notice referred to in paragraph (A) hereof together with such further information as may have been requested pursuant to the terms of paragraph (B) hereof, to purchase such Loft Unit together with its Appurtenant Interests or to lease such Loft Unit, as the case may be (or to cause the same to be purchased or leased by its designee, corporate or otherwise) on behalf of all Loft Unit Owners upon the same terms and conditions as were contained in the Sale Agreement or Lease Agreement and stated in the response(s) by the Offeree Unit Owner to any requests for additional information pursuant to the terms of paragraph (B) hereof. Notwithstanding anything to the contrary contained herein, however, the Condominium Board shall not exercise any option set forth in this Section 7.2 to purchase or lease any Loft Unit without the prior approval of a Majority of all Loft Unit Owners, and provided further, the funds required to purchase or lease the Loft Unit shall not come from the funds of the Condominium collected from Common Charges, or from the Commercial Unit Owner. The Condominium Board may use the Unit for any use permitted under the Declaration or these By-Laws. The Condominium Board shall, however, have the right to release or waive any such option without prior approval of a Majority of Loft Unit Owners.

(D) The Condominium Board may not discriminate against any person on the basis of race, creed, color, national origin, sex, sexual orientation, age, disability, marital status or other grounds prohibited by Law in connection with its exercise of its right of first refusal with respect to the sale or lease of a Unit.

Section 7.3 *Acceptance of Offer.*

(A) In the event that the Condominium Board shall elect, within the time and in the manner provided in Section 7.2 hereof, to purchase a Loft Unit together with its Appurtenant Interests, to lease such Loft Unit, or to cause the same to be purchased or leased by its designee or assignee, title shall close or a lease shall be executed, in either event in accordance with the terms of the Sale Agreement or Lease Agreement, at the office of the attorneys for the Condominium Board within forty-five (45) days after the day upon which the Condominium Board shall give notice of its election to accept such offer.

(B) If such Loft Unit and its Appurtenant Interests are to be purchased by the Condominium Board or its designee on behalf of all Loft Unit Owners or its assignee, such purchase may be made from the funds deposited in the capital and/or expense accounts of the Condominium. If the funds in such accounts are insufficient to effectuate such purchase, the Condominium Board may levy a Special Assessment against each Loft Unit Owner (other than the Offeree Unit Owner) in accordance with the terms of paragraph (C) of Section 6.1 hereof and/or the Condominium Board may, in its discretion, finance the acquisition of such Loft Unit; provided, however, that no such financing may be secured by an encumbrance on or a hypothecation of any portion of the Property other than the Loft Unit to be purchased together with its Appurtenant Interests. In addition, if the Outside Offeror was to assume or to take title to the Loft Unit subject to the Offeree Unit Owner's existing mortgage or mortgages pursuant to the Sale Agreement, the Condominium Board may purchase the Loft Unit and assume or take title thereto subject to such mortgage or mortgages as the case may be. At the closing of title, the Offeree Unit Owner shall convey the Loft Unit, together with its Appurtenant Interests, to the Condominium Board or to its designee, on behalf of all Loft Unit Owners, by deed in the form required by Section 399-o of the Condominium Act with all tax and/or documentary stamps affixed at the expense of the Offeree Unit Owner, who shall also pay all other transfer taxes arising out of such sale (including, if applicable, the New York State Real Estate Transfer Tax and the New York City Real Property Transfer Tax) notwithstanding any terms of the Sale Agreement to the contrary. Real estate taxes, mortgage interest (if applicable) and Common Charges shall be apportioned between the Offeree Unit Owner and the Condominium Board or its designee as of the closing date, notwithstanding any terms of the Sale Agreement to the contrary. Thereafter, such Loft Unit shall be held, so long as the same is owned by the Condominium Board or its designee, on behalf of all Loft Unit Owners, as tenants-in-common, and all such Unit Owners shall be deemed to have waived all rights of partition with respect to such Loft Unit and the entire Property, as herein provided.

(C) In the event that such Loft is to be leased by the Condominium Board or its designee on behalf of all Loft Unit Owners, the Offeree Unit Owner shall execute and deliver to the Condominium Board or such designee a lease covering such Loft Unit by and between the Offeree Unit Owner, as landlord, and the Condominium Board or such designee, as tenant, including, without limitation, the rental and term provided for therein. Notwithstanding anything to the contrary set forth hereinabove or in the Lease Agreement, however, such lease shall expressly provide that the Condominium Board or such designee may enter into a sublease of the premises demised thereunder without consent of the landlord.

Section 7.4 *Failure to Accept Offer.*

(A) In the event that the Condominium Board shall fail to accept an offer made pursuant to the terms of Section 7.2 hereof within the respective times set forth in paragraph (C) thereof, the Offeree Unit Owner shall be free to consummate the transaction embodied in the Sale Agreement or Lease Agreement within sixty (60) days

after (i) notice of refusal is sent to the Offeree Unit Owner by the Condominium Board or (ii) the expiration of the period within which the Condominium Board or its designee might have accepted such offer, as the case may be. If the Offeree Unit Owner shall fail to consummate the transaction embodied in the Sale Agreement or Lease Agreement within such sixty (60) day period, then, should the Offeree Unit Owner thereafter elect to sell such Loft Unit together with its Appurtenant Interests or to lease such Unit(s), the Offeree Unit Owner shall be required again to comply with all of the terms and provisions of Section 7.2, 7.3 and 7.4 hereof, but not more often than once in any twelve (12) month period, except the Condominium Board shall have the right to waive this limitation for good cause shown, in its sole discretion.

(B) Any deed of a Loft Unit and its Appurtenant Interests to an Outside Offeror shall expressly provide that the acceptance thereof by the grantee shall constitute an assumption of all of the terms of the Condominium Documents, and, in the absence of such express language, the same shall be conclusively deemed to have been included therein.

(C) Each lease of a Loft Unit to an Outside Offeror shall be in the then current form of apartment lease recommended by the Real Estate Board of New York, Inc., subject to such modifications as may be approved in writing by the Condominium Board or such other form approved in writing by the Condominium Board. Notwithstanding the foregoing, however, each such lease shall be consistent with the Condominium Documents and shall expressly provide that:

(i) such lease may not be amended, modified, or extended without the prior written consent of the Condominium Board in each instance;

(ii) the tenant thereunder shall not assign his interest in such lease or sublet the premises demised thereunder or any part thereof without the prior written consent of the Condominium Board in each instance; and

(iii) the Condominium Board shall have the power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder in the event of (a) a default by the tenant in the performance of its obligations under such lease or (b) a foreclosure of the lien granted by Section 339-z of the Condominium Act.

Section 7.5 *Termination of, and Exceptions to, the Right of First Refusal.*

(A) A certificate executed and acknowledged by the Secretary of the Condominium or the Managing Agent, stating that the provisions of Section 7.2 hereof have been met by a Loft Unit Owner or that the right of first refusal provided for therein has been duly released or waived by the Condominium Board and that, as a result thereof, the rights of the Condominium Board thereunder have terminated, shall be conclusive upon the Condominium Board and all Unit Owners in favor of all persons who rely upon such certificate in good faith. After the due issuance of such a certificate, the Loft Unit to which the same shall relate, together with its Appurtenant Interests, may be sold,

conveyed, or leased free and clear of the terms and conditions contained in Section 7.2 hereof. The Condominium Board shall furnish or cause the Managing Agent to furnish without charge, such certificate upon written request to any Loft Unit Owner in respect to whom the provisions of Sections 7.2 hereof have, in fact, been terminated. In no event, however, shall the right of first refusal described in Section 7.2 hereof be deemed released or waived by the Condominium Board (as opposed to satisfied pursuant to the express terms of Sections 7.2, 7.3 and 7.4 hereof) in the absence of the certificate that has been duly executed, acknowledged and issued by the Secretary of the Condominium or the Managing Agent as aforesaid.

(B) Subject to compliance with terms and conditions of the Declaration and By-Laws, the terms and conditions contained in Section 7.2, 7.3 and 7.4 hereof shall not apply with respect to any sale, lease or conveyance of a Unit together with its Appurtenant Interests, by:

(i) the Loft Unit Owner thereof to any of his adult Family Members, to any combination of the same, or to a trust for the benefit of any of them or to any entity wholly-owned by any combination of the foregoing; provided, however, that if the succeeding Loft Unit Owner is an infant or a person judicially declared incompetent of managing his affairs, then such Loft Unit shall be held by the personal representative of such infant or incompetent, or in the case of a Loft Unit Owner that is not an individual, to any entity or individual that owns more than 50% of the legal and beneficial interests of such Loft Unit Owner or to any entity with respect to which such Loft Unit Owner (individual or otherwise) owns more than 50% of the legal and beneficial interest thereof;

(ii) Sponsor or its designee with respect to the Loft Units owned by Sponsor or its designee;

(iii) the Condominium Board;

(iv) any proper officer conducting the sale of a Loft Unit in connection with the foreclosure of a mortgage or other lien covering such Unit or delivering a deed in lieu of such foreclosure;

(v) any Permitted Mortgagee or its nominee that has acquired title to any Loft Unit at any foreclosure sale of its Permitted Mortgage or by deed in lieu thereof delivered in a bona fide transaction; or

(vi) the Commercial Unit Owner;

provided, however, that each succeeding Unit Owner shall be bound by, and his Unit shall be subject to, all of the terms and conditions of this Article 7.

(C) The terms and conditions contained in Section 7.2, 7.3 and 7.4 hereof shall not apply with respect to any sale, lease or conveyance of the Commercial Unit, together with its Appurtenant Interests.

Section 7.6 *No Severance of Ownership.* No Unit Owner shall execute any deed or other instrument conveying title to his Unit without including therein its Appurtenant

Interests, it being the intention to prevent any severance of such combined ownership. Any deed or other instrument purporting to affect one or more such interests shall be taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, conveyed, or otherwise disposed of, except as part of a sale, conveyance, or other disposition of the Unit to which such interests are appurtenant or as part of a sale, conveyance, or other disposition of such part of the Appurtenant Interests of all Units. Nothing contained in this Section 7.6, however, shall prohibit the lease of any Unit without the simultaneous lease of its Appurtenant Interests.

Section 7.7 *Payment of Common Charges.* No Unit Owner shall be permitted to convey or lease his Unit unless he shall have paid in full to the Condominium Board all unpaid Common Charges and Special Assessments theretofore assessed against such Unit and shall have satisfied all unpaid liens, other than that of Permitted Mortgages, levied against such Unit. However, where the payment of such unpaid Common Charges and/or Special Assessments is made by the grantee or provided for out of the proceeds of the sale, a sale may take place notwithstanding the foregoing.

Section 7.8 *Power of Attorney.* At the time of acquiring title to a Loft Unit and as a condition thereof, the new Loft Unit Owner shall duly execute, acknowledge and deliver to the representative of his title insurance company (or, if no such representative is present, to the Condominium Board for recording in the Register's Office at such Unit Owner's sole cost and expense), the Unit Owner's Power of Attorney required in Article 14 of the Declaration, in the form set forth as Exhibit E to the Declaration, or in the form otherwise required by Sponsor and/or the Condominium Board.

Section 7.9 *Gifts and Devises, Etc.* Any Loft Unit Owner shall be free to convey or transfer his Loft Unit, together with its Appurtenant Interests, by gift, or to devise the same by will or to have the same pass by intestacy, without restriction, provided, however, that each succeeding Loft Unit Owner shall be bound by, and his Loft Unit shall be subject to, the provisions of this Article 7.

Section 7.10 *Commencement of Time.* The period of time set forth in Section 7.2 for which the Condominium Board has to waive its right of first refusal shall not commence until such time as the Condominium Board or its managing agent has received a completed sales or lease package, including all fees set forth therein, as the case may be, from a Unit Owner. If the information provided by the Unit Owner or prospective purchaser or tenant, as the case may be, is incomplete, the Condominium Board shall have the right to request additional information and the thirty (30) day period will commence on receipt by the Condominium Board of the additional information.

Section 7.11 *Costs and Expenses.* All costs and expenses incurred by the Condominium Board, including, without limitation, attorneys' fees and disbursements paid or incurred by the Condominium Board or by its Managing Agent in connection with any action taken by the Condominium Board as a result of a violation of this Article 7, shall be borne by the Unit Owner as an Additional Common Charge.

ARTICLE 8

MORTGAGING OF UNITS

Section 8.1 *General.* Each Unit Owner shall have the right to mortgage his Unit, subject only to the terms and conditions contained in Section 8.2 hereof. Any Loft Unit Owner who mortgages his Unit, or the holder of such mortgage, shall supply the Condominium Board with the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Condominium Board. Any Unit Owner who satisfies a mortgage covering his Unit shall so notify the Condominium Board and shall file a conformed copy of the satisfaction of mortgage with the Condominium Board. The Commercial Unit Owner shall provide the secretary of the Condominium, or the Condominium's managing agent, with notice of any mortgage placed upon the Commercial Unit, and the address of the Mortgagee. The Secretary of the Condominium shall maintain such information in a book entitled "Mortgages of Units". The restrictions on mortgaging contained in Section 8.2 below, however, shall not apply to Sponsor or the owner of the Commercial Unit or any Permitted Mortgagee.

Section 8.2 *Restrictions on Mortgaging.*

(A) No Loft Unit Owner shall be permitted to mortgage, pledge, or hypothecate his Unit unless and until he shall have paid in full to the Condominium Board all unpaid Common Charges and Special Assessments theretofore assessed against such Unit and shall have satisfied all unpaid liens, except the liens of Permitted Mortgages levied against such Unit.

(B) No Loft Unit Owner shall execute any mortgage or other document mortgaging, pledging, or hypothecating title to his Unit without including therein its Appurtenant Interests, it being the intention to prevent any severance of such combined ownership. Any mortgage or other instrument purporting to affect one or more of such interests without including all such interests shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein.

(C) Any mortgage covering a Loft Unit other than an Unsold Loft Unit shall be substantially in the form used by any Institutional Lender.

(D) Any mortgage covering a Loft Unit shall be made by an Institutional Lender, Sponsor, or by a Loft Unit Owner providing purchase money financing in connection with the sale of his Loft Unit.

Section 8.3 *Notice of Unpaid Common Charges and Default.* Whenever requested in writing by a Permitted Mortgagee, the Condominium Board shall promptly report to such Permitted Mortgagee any default by his mortgagor(s) in the payment of Common Charges or Special Assessments or in the observance or performance of any of the provisions of the Condominium Documents as to which the Condominium Board has knowledge then exists. The Condominium Board shall, when giving notice to a Unit

Owner of any such default, also send a copy of such notice to his Permitted Mortgagee, if so requested. However, the Condominium Board shall have no liability for any failure, through oversight or negligence, in notifying a Permitted Mortgagee of any default by his mortgagor under the Condominium Documents, provided that (i) the Condominium Board shall advise such Permitted Mortgagee of the default promptly after discovering such failure and (ii) if the Condominium Board shall foreclose a lien on such mortgagor's Unit pursuant to the terms of Section 6.4 hereof by reason of such default, the Condominium Board shall pay to such Permitted Mortgagee any proceeds of any foreclosure sale of such Unit (after retaining all sums due and owing to the Condominium Board pursuant to the Condominium Documents) or such lesser sum as shall be due and owing to such Permitted Mortgagee.

Section 8.4 *Performance by Permitted Mortgagees.*

Any sum of money to be paid or any act to be performed by a Unit Owner pursuant to the terms of the Condominium Documents may be paid or performed by his Permitted Mortgagee, and the Condominium Board shall accept such Permitted Mortgagee's payment or performance with the same force and effect as if the same were paid or performed by such Unit Owner. The Permitted Mortgagee shall have a period of time equal to the time originally given to the Unit Owner to pay the sum of money to be paid by the Unit Owner or to perform the act to be performed by the Unit Owner pursuant to the Condominium Documents. Such period of time shall commence when the Permitted Mortgagee has been given notice of the Unit Owner's failure to so comply with the Condominium Documents.

Section 8.5 *Examination of Books.* Each Permitted Mortgagee shall be permitted to examine the books of account of the Condominium at reasonable times on business days, but not more frequently than once a month.

Section 8.6 *Consent of Mortgagees; Designation of Mortgage Representatives.*

(A) Except as otherwise expressly provided for herein or in the Declaration, no consent or approval by any mortgagee shall be required with respect to any determination or act of the Condominium Board or any Unit Owner, provided, however, that nothing contained herein shall be deemed to limit or affect the rights of any mortgagee against his mortgagor. In the event that any such consent or approval shall be expressly required pursuant to the terms of the Declaration or these By-Laws, the decision of a majority of the Mortgage Representatives, if any are designated pursuant to the terms of paragraph (B) of this Section 8.6, shall be deemed binding upon the holders of all mortgages encumbering Units. Notwithstanding the foregoing, whenever requested in writing by a Permitted Mortgagee, the Condominium Board shall give such Permitted Mortgagee timely written notice of any proposed action under the Condominium Documents that would require the consent of a specified percentage of Permitted Mortgagees.

(B) The holders of Institutional Mortgages constituting a majority in principal amount of all Institutional Mortgages may, if they so elect, designate not more than three

(3) Mortgage Representatives by giving written notice thereof to the Condominium Board, which Mortgage Representatives shall thereby be empowered to act as the representatives of the holders of all mortgages encumbering Units with respect to any matter requiring the consent or approval of mortgagees under the Declaration or these By-Laws. Any designation of a Mortgage Representative pursuant to the terms of this paragraph (B) shall be effective until any successor Mortgage Representative is designated pursuant to the terms hereof and written notice thereof is given to the Condominium Board. Unless otherwise required by Law, no holders of mortgages which are not Institutional Mortgages shall be entitled to participate in the designation of Mortgage Representatives, but all holders of mortgages encumbering Units shall be subject to all determinations made by the Mortgage Representatives pursuant to the terms of the Declaration or these By-Laws. Notwithstanding the foregoing, while Construction Lender is a Permitted Mortgagee, such Construction Lender shall be the sole Mortgagee Representative.

ARTICLE 9

CERTAIN REMEDIES

Section 9.1 *Self Help.* If any Unit Owner shall violate or breach any of the provisions of the Condominium Documents on his part to be observed or performed, including, without limitation, any breach of his obligation to paint, decorate, maintain, repair, or replace his Unit or its appurtenant Limited Loft Common Elements, if any, pursuant to the terms of Article 5 hereof, and shall fail to cure such violation or breach within five (5) days after receipt of written notice of the same from the Condominium Board, the Managing Agent, or any manager (or, with respect to any violation or breach of the same not reasonably susceptible to cure within such period, to commence such cure within such five (5) day period and, thereafter, to prosecute such cure with due diligence to completion), the Condominium Board shall have the right to enter such Unit Owner's Unit and/or its appurtenant Limited Common Elements, if any, and summarily to abate, remove, or cure such violation or breach without thereby being deemed guilty or liable in any manner of trespass. In addition, in the event that the Condominium Board shall determine that the abatement, removal, or cure of any such violation or breach is immediately necessary for the preservation or safety of the Building or for the safety of the occupants of the Building or other individuals or is required to avoid the suspension of any necessary service in the Building, the Condominium Board may take such action immediately, without prior notice and without allowing the said Unit Owner any period of time within which to cure or to commence to cure such violation or breach.

Section 9.2 *Abatement and Enjoinment.*

(A) In the event that any Unit Owner shall violate or breach any of the provisions of the Condominium Documents on his part to be observed or performed, the Condominium Board shall have the right (i) to enter any Unit or Common Elements in which, or as to which, such violation or breach exists and to summarily abate and

remove, at the expense of the defaulting Unit Owner, any structure, thing or condition resulting in such violation or breach and the Condominium Board shall not thereby be deemed guilty or liable in any matter of trespass, and/or (ii) to enjoin, abate, or remedy the continuance or repetition of any such violation or breach by appropriate proceedings brought either at law or in equity, provided that the Condominium Board gives the Unit Owner notice (which may be by telephone or in writing) that such violation exists, that repairs or replacements are necessary and that the Condominium Board will complete such repairs or replacements in the event the Unit Owner does not promptly act or complete the repairs or replacements, and/or (iii) to levy such fines and penalties as the Condominium Board may deem appropriate, and the Condominium Board shall have the same remedies for non-payment of such fines and penalties as for non-payment of Common Charges.

(B) The violation or breach of any of the terms of the Condominium Documents with respect to any rights, easements, privileges, or licenses granted to Sponsor or the Commercial Unit Owner shall give to Sponsor and the Commercial Unit Owner the right to enjoin, abate, or remedy the continuation or repetition of any such violation or breach by appropriate proceedings brought either at law or in equity.

Section 9.3 *Remedies Cumulative.* The remedies specifically granted to the Condominium Board, Sponsor, the Commercial Unit Owner in this Article 9 or elsewhere in the Condominium Documents shall be cumulative, shall be in addition to all other remedies obtainable at law or in equity and may be exercised at one time or at different times, concurrently or in any order, in the sole discretion of the Condominium Board, Sponsor or the Commercial Unit Owner, as the case may be. Further, the exercise of any remedy shall not operate as a waiver, or preclude the exercise or non-exercise, of any other remedy.

Section 9.4 *Costs and Expenses.* All sums of money expended, and all costs and expenses incurred, by (i) the Condominium Board in connection with the abatement, enjoinment, removal, or cure of any violation, breach, or default committed by a Unit Owner pursuant to the terms of Section 9.1 or paragraph (A) of Section 9.2 hereof or (ii) Sponsor or the Commercial Unit Owner in connection with any abatement, enjoinment, or remedy of any violation or breach of the Condominium Documents pursuant to the terms of paragraph (B) of Section 9.2 hereof, shall be immediately payable by (a) in the event set forth in subparagraph (i) hereof, such Unit Owner to the Condominium Board or (b) in the event set forth in subparagraph (ii) hereof, the offending party (i.e., the Condominium Board or the Unit Owner) to Sponsor or the Commercial Unit Owner, as the case may be, which amount shall, in either event, bear interest (to be computed from the date expended) at the rate of two percent per month (but in no event in excess of the maximum rate chargeable to such Unit Owner pursuant to Law). All sums payable by a Unit Owner to the Condominium Board pursuant to the terms of this Section 9.4 shall, for all purposes hereunder, constitute Common Charges payable by such Unit Owner.

ARTICLE 10

ARBITRATION

Section 10.1 *Procedure.*

(A) Any matter required or permitted to be determined by arbitration pursuant to the terms of the Condominium Documents shall be submitted for resolution by a single arbitrator in a proceeding held in the City of New York in accordance with the then existing rules of the American Arbitration Association or any successor organization thereto. In the event that the American Arbitration Association shall not then be in existence and has no successor organization, any such arbitration shall be held in the City of New York before one (1) arbitrator appointed, upon the application of any party, by any Justice of the highest court of appellate jurisdiction then located in the City of New York. The decision of the arbitrator so chosen shall be given within ten (10) days after his selection or appointment. Any arbitrator appointed or selected in connection with any arbitration to be conducted hereunder shall be a disinterested attorney, having at least ten (10) years' experience in real estate, and shall be a member of a law firm having at least five (5) members whose principal office is located in the City of New York.

(B) The decision of the arbitrator shall be rendered in a signed and acknowledged written instrument, original counterparts of which shall be sent simultaneously to the parties to the dispute within ten (10) days after the determination of the question at issue by the arbitrator.

(C) No arbitrator shall have any liability to any party to the arbitration by reason of the arbitrator's participation in any determination made under this Article 10, and each of the parties to the arbitration shall indemnify and hold harmless the arbitrator from and against any and all claims asserted against such arbitrator by reason of his participation in any such determination.

(D) All arbitrators shall apply the law of the State of New York without regard to conflicts of laws principles, and shall have no power to issue any monetary award for damages, whether compensatory or punitive, or to modify any of the provisions of the Declaration or these By-Laws, the Plan, and their power and jurisdiction are hereby limited accordingly.

Section 10.2 *Variation by Agreement.* The parties to any dispute required or permitted to be resolved by arbitration pursuant to the terms of the Condominium Documents may, by written agreement, vary any of the terms of Section 10.1 hereof with respect to the arbitration of such dispute or may agree to resolve their dispute in any manner, including, without limitation, the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as "New York Simplified Procedure for Court Determination of Disputes".

Section 10.3 *Binding Effect.* The decision in any arbitration conducted pursuant to the terms of Section 10.1 and 10.2 hereof shall be binding upon all of the parties thereto and may be entered in any court of appropriate jurisdiction.

Section 10.4 *Costs and Expenses.*

(A) The fees, costs and expenses of the arbitrator shall be borne by the losing party in the arbitration or, if the position of neither party to the dispute shall be substantially upheld by the arbitrator, such fees, costs and expenses shall be borne equally by the disputants. Each disputant shall also bear the fees and expenses of his counsel and expert witnesses.

(B) All costs and expenses paid or incurred by the Condominium Board in connection with any arbitration held hereunder, including, without limitation, the fees and expenses of counsel and expert witnesses, shall constitute General Common Expenses, to be borne by all Unit Owners, if such arbitration relates to the Units, generally, or to the General Common Elements, and shall constitute Loft Common Expenses, to be borne by all Loft Units Owner if such arbitration relates solely to the Loft Units or the Loft Common Elements or the Limited Loft Common Elements and shall constitute Common Expenses borne by the Commercial Unit Owners if related solely to the Commercial Unit and/or the Commercial Limited Common Elements.

ARTICLE 11

NOTICES

Section 11.1 *General.* All notices required or desired to be given hereunder (except for notices of regular annual or special meetings of the Unit Owners and except all meetings of the Condominium Board) shall be sent by: (i) registered or certified mail, return receipt requested, postage prepaid; or (ii) "Federal Express" or other overnight nationally recognized next business day delivery service, with proof of delivery and receipt, addressed:

(i) if to the Condominium Board, to the Condominium Board at its principal office as set forth in Section 2.3 hereof, with a copy sent by regular first class mail to the Managing Agent (if any) at its principal office address as aforesaid;

(ii) if to a Unit Owner other than Sponsor, to such Unit Owner at his address at the Property;

(iii) if to Sponsor, to Sponsor at its principal office as set forth in the Plan;

(iv) if to a Permitted Mortgagee, to such Permitted Mortgagee at its latest address designated in writing to the Condominium Board.

Any of the foregoing parties may change the address to which notices are to be sent, or may designate additional addresses for the giving of notice, by sending written

notice to the other parties as aforesaid. All notices sent pursuant to the terms of this Section 11.1 shall be deemed given when (1) deposited with the U.S. Postal Service by registered or certified mail, or (2) deposited with an office of a nationally recognized overnight next business day delivery service; provided, however, that notices of change of address, notices designating additional addresses and notices deposited in a United States Postal Service depository located outside of the State of New York shall be deemed to have been given when received.

Section 11.2 *Waiver of Service of Notice.* Whenever any notice is required to be given by Law or pursuant to the terms of the Condominium Documents, a waiver thereof in writing, signed by the Persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE 12

AMENDMENTS TO BY-LAWS

Section 12.1 *General.*

(A) Subject to the terms of paragraph (B) hereof and subject, further, to any provisions contained in the Declaration or these By-Laws with respect to any amendments ("Special Amendments") affecting or in favor of Sponsor, any Unsold Loft Unit(s), the Commercial Unit Owner, the Commercial Unit, and/or any Permitted Mortgagee, any provision of these By-Laws may be amended, modified, added to, or deleted by the affirmative vote of not less than 66 2/3% in number and aggregate Common Interest of all Unit Owners having voting rights either taken at a duly constituted meeting thereof or given in writing without a meeting as provided in Section 4.11 hereof. Each duly adopted amendment, modification, addition, or deletion hereof or hereto shall be effectuated in an instrument executed and recorded in the Register's Office by or on behalf of the Condominium Board as attorney-in-fact of all Unit Owners having voting rights, which power-of-attorney shall be deemed irrevocable and coupled with an interest. Attached to each such instrument shall be an original, executed Secretary's Certification, certifying that the requisite number and percentage (where applicable) of Unit Owners approved the amendment, modification, addition, or deletion set forth therein either at a duly constituted meeting of Unit Owners or in writing without a meeting pursuant to the terms of Section 4.11 hereof, in which Secretary's Certification there shall be described the number and percentage (where applicable) of Unit Owners having voting rights approving the same and, if voted at a meeting, the date, time and place of such meeting. No such amendment, modification, addition, or deletion shall be effective unless and until such an instrument shall be duly recorded in the Register's Office.

(B) Notwithstanding anything to the contrary contained in paragraph (A) hereof, but still subject to any provision contained in the Declaration or these By-Laws with respect to Special Amendments:

(i) the Common Interest and Loft Common Interest, if any, appurtenant to any Unit, as set forth in the Declaration, shall not be altered without the consent of the Unit Owner thereof, except as otherwise provided in paragraph (F) of Section 5.6 hereof;

(ii) subject to Section 8.6 (A) and (B), no amendment, modification, addition, or deletion agreed to pursuant to the terms of paragraph (A) hereof which has an adverse effect on Permitted Mortgages shall be effective without the prior written consent of a majority of the Mortgage Representatives, if such Mortgage Representatives are selected pursuant to Article 8 above, or if such Mortgage Representatives have not been selected, by at least 51% of the Permitted Mortgagees holding Institutional Mortgages and the Construction Lender for so long as the Construction Loan is outstanding. The failure of any or all of the Permitted Mortgagees, or a majority of the Mortgage Representatives, or the Construction Lender to respond within sixty (60) days after receipt of the proposed amendment, delivered by either certified mail or registered mail, shall be deems the implied approval of such entity failing to respond; and

(iii) the terms of Section 5.8 hereof may not be amended, modified, added to, or deleted unless (in addition to the consent, if required, of the Mortgage Representatives or the Permitted Mortgagees and the Construction Lender as provided above) not less than 80% in number and in aggregate Common Interests of all Unit Owners affected thereby shall approve such amendment, modification, addition or deletion in writing.

Section 12.2 *Special Amendments.*

(A) Any amendment, modification, addition, or deletion of or to any of the provisions of these By-Laws that, pursuant to the terms of the Declaration or these By-Laws, may be effected by Sponsor or the Commercial Unit Owner, or would be required to effect the rights of Sponsor or the Commercial Unit Owner, without the consent of the Condominium Board or the Unit Owners shall be embodied in an instrument executed and recorded in the Register's Office by Sponsor or Commercial Unit Owner, as the case may be, as attorney-in-fact of both the Condominium Board and all Unit Owners, which power-of-attorney shall be deemed to be irrevocable and coupled with an interest. Attached to each such instrument shall be an original, executed Certification by Sponsor or Commercial Unit Owner certifying that the amendment, modification, addition, or deletion set forth therein was effectuated by Sponsor or Commercial Unit Owner pursuant to the terms of the Declaration and/or these By-Laws, in which Certification there shall be set forth the Article and/or Section of the Declaration or these By-Laws pursuant to which the same was effectuated. No such amendment, modification, addition, or deletion shall be effective unless and until such an instrument shall be duly recorded in the Register's Office.

(B) Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition, or deletion of or to these By-Laws shall be effective in any respect against Sponsor, any Commercial Unit Owner, any Unsold Loft Unit, or

the holder of any present mortgage, pledge, lien, or security agreement covering any Unsold Loft Unit or Commercial Unit unless and until Sponsor, Unsold Loft Unit Owner, and/or such holder in the case of an Unsold Loft Unit or affected Commercial Unit Owner, and/or the holder in the case of a Commercial Unit, shall consent to the same in writing. The implied approval of such Permitted Mortgagee shall be assumed if the Permitted Mortgagee fails to respond to written notice of the proposed amendment, delivered by certified or registered mail, with return receipt requested: (i) within 45 days after receipt of written notice of the proposed amendment, delivered by certified or registered mail, with return receipt requested, and (ii) within 15 days after the service of a second written notice to the Loft Unit Mortgagee of written notice of the proposed amendment. The foregoing shall not be construed to modify or prejudice any rights or recourse of the Loft Unit Mortgagee under the terms of its Loft Unit Mortgage, nor shall the same act as a limitation on any obligation of the Sponsor under the Loft Unit Mortgage.

(C) Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition, or deletion of or to Section 5.5 or 5.6, paragraph (B) of Section 6.2, or Article 8 hereof shall be effective with respect to the holder of any Permitted Mortgage theretofore made unless and until such Permitted Mortgagee shall have given its written consent thereto.

(D) Amendments, modifications, additions or deletions of or to the Declaration, these By-Laws and the Rules and Regulations may be necessary, appropriate or desirable in connection with the operation of a Commercial Unit or the subdivision, combination, altering, or improvement to a Commercial Unit and it is contemplated that in connection therewith an affected Commercial Unit Owner will cause the Declaration, these By-Laws and the Rules and Regulations to be so amended, modified, added to or deleted from and that the resulting provisions thereof may be similar or dissimilar to those affecting the Loft Units and the Loft Unit Owners. In the case of any such amendment, modification, addition or deletion which does not adversely affect the Loft Units or the Loft Unit Owners, the Commercial Unit Owner shall be the attorney-in-fact for the Loft Unit Owners (including Sponsor so long as Sponsor owns any Unsold Loft Units), coupled with an interest, for the purpose of approving, executing and recording any instrument effecting such amendment, modification, addition or deletion.

ARTICLE 13

FURTHER ASSURANCES

Section 13.1 *General.* Any Person that is subject to the terms of these By-Laws, whether such Person is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member of the Condominium Board, an officer of the Condominium, or otherwise, shall, at the expense of any other Person requesting the same, execute, acknowledge and deliver to such other Person such instruments, in addition to those specifically provided for herein, and take such other action as such other Person may

reasonably request in order either to effectuate the provisions of these By-Laws or any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

Section 13.2 *Failure to Deliver or Act.*

(A) If any Loft Unit Owner or other Person that is subject to the terms of these By-Laws fails to execute, acknowledge, or deliver any instrument, or fails or refuses, within 10 days after request therefor, to take any action that such Loft Unit Owner or Person is required to execute, acknowledge and deliver or to take pursuant to these By-Laws, then the Condominium Board is hereby authorized, as attorney-in-fact for such Loft Unit Owner or other Person, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Loft Unit Owner or other Person, and such document or action shall be binding on such Loft Unit Owner or other Person.

(B) If the Condominium Board, any Loft Unit Owner, or other Person that is subject to the terms of these By-Laws fails to execute, acknowledge, or deliver any instrument, or fails or refuses, within 10 days after request therefor (or 60 days, with respect to a Permitted Mortgagee or a Mortgage Representative), to take any action that the Condominium Board, such Loft Unit Owner, or Person is required to execute, acknowledge and deliver or to take pursuant to these By-Laws or the Declaration, at the request of Sponsor or the Commercial Unit Owner, as the case may be, then Sponsor or the Commercial Unit Owner, as the case may be, is hereby authorized, as attorney-in-fact for the Condominium Board, such Unit Owner, or other Person, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of the Condominium Board, such Unit Owner or other Person, and such document or action shall be binding on the Condominium Board, such Unit Owner, or other Person. The Condominium Board shall not unreasonably withhold, condition, delay or deny its consent or approval with respect to any matter contained in these By-Laws or the Declaration which requires the consent or approval of the Condominium Board.

ARTICLE 14

MISCELLANEOUS

Section 14.1 *Inspection of Documents.* Copies of the Declaration, these By-Laws, the Rules and Regulations and the Floor Plans, as the same may be amended from time to time, shall be maintained at the office of the Condominium Board and shall be available for inspection by Unit Owners and their authorized agents during reasonable business hours.

Section 14.2 *Waiver.* No provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches that may occur.

Section 14.3 *Conflict.* In the event that any provision of these By-Laws or of the Rules and Regulations shall be construed to be inconsistent with any provision of the Declaration or of the Condominium Act, the provision contained in the Declaration or in the Condominium Act shall control.

Section 14.4 *Severability.* If any provision of these By-Laws is invalid or unenforceable as against any Person or under certain circumstances, the remainder of these By-Laws and the applicability of such provision to other Persons or circumstances shall not be affected thereby. Each provision of these By-Laws shall, except as otherwise provided herein, be valid and enforced to the fullest extent provided by Law.

Section 14.5 *Successors and Assigns.* The rights and/or obligations of Sponsor as set forth herein shall inure to the benefit of, and shall be binding upon, any successor or assignee of Sponsor or, with the consent of Sponsor, any transferee of all of the then Unsold Loft Units. The rights and/or obligations of the Commercial Unit Owner as set forth herein shall inure to the benefit of, and shall be binding upon, any successor or assignee of the Commercial Unit Owner or, with the consent of the Commercial Unit Owner, any transferee of such Commercial Unit.

Section 14.6 *Gender.* A reference in these By-Laws to any one gender, masculine or feminine, includes the other one, and the singular includes the plural, and vice-versa, unless the context otherwise requires.

Section 14.7 *Captions.* The index hereof and the captions herein inserted are included only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these By-Laws or the intent of any provision hereof.

Section 14.8 *Preservation Declaration.* The Condominium Board shall comply with the provisions of a certain Declaration made February 10, 2010, and recorded March 19, 2010, in the office of the City Register of the City of New York under City Register File No.: 2010000094859, referred to in the Plan as the "Preservation Declaration".

Section 14.9 *Eligible Senior Citizen and Eligible Disabled Person.* Each Owner of a Loft Unit occupied by an Eligible Senior Citizen or an Eligible Disabled Person, as defined in the Plan, shall be bound by the provisions of the Plan and the General Business Law of the State of New York. The purchase of such a Unit is subject to all the rights of the Eligible Senior Citizen or Eligible Disabled Person occupying the Loft Unit and any purchaser, his successors and assigns shall continue to be so bound as long as such occupancy continues.

ARTICLE 15

TAX STATUS AS A HOMEOWNERS ASSOCIATION

Section 15.1 *General.* The Condominium Board does not intend to act in a manner consistent with enabling the Condominium to be eligible to elect to be treated as

a "homeowners association" under Section 528 of the Internal Revenue Code of 1986, as amended.

Section 15.2 *Organization.* The Condominium is and will be organized and operated to provide for the acquisition, construction, management, maintenance and care of the Property.

Section 15.3 *Inurement.* No part of the Condominium's net earnings shall inure, and the Condominium Board will act in a manner such that no part of such earnings will inure to the benefit of any private shareholder or individual (other than by acquiring, constructing, or providing management, maintenance, and care of the Property, and other than by rebate of excess membership dues, fees, or assessments).

Section 15.4 *Use.* Units are intended to be used in accordance with applicable Law.

ARTICLE 16

PROVISIONS REGARDING MORTGAGES ENCUMBERING LOFT UNITS OTHER THAN UNSOLD LOFT UNITS

Section 16.1 *Applicability.* The following provisions apply to (i) Permitted Mortgages made by Permitted Mortgagees encumbering Loft Units other than Unsold Loft Units ("Sold Loft Units"), and (ii) any Person who is a guarantor of a mortgage on a Sold Loft Unit made by a Permitted Mortgagee ("Guarantor"), and (iii) Loft Unit Mortgagees.

Section 16.2 *Termination of Condominium Due to Casualty Loss or Condemnation.* Notwithstanding anything contained to the contrary in these By-Laws, any vote by Unit Owners to terminate the Condominium due to casualty loss or a taking shall also require the written consent of Permitted Mortgagees that represent at least 51% of the Sold Loft Units that are subject to Permitted Mortgages who have provided the Condominium with written notice of their respective Permitted Mortgages and Loft Unit Mortgagees.

Section 16.3 *Notices to Permitted Mortgagees and Guarantor.*

Notwithstanding anything to the contrary contained in these By-Laws, any Sold Loft Unit Mortgagee, Loft Unit Mortgagee and Guarantor who has provided the Condominium with written notice of, as applicable, its respective Sold Loft Unit Mortgage, Loft Unit Mortgage or guaranty, shall have the right to timely written notice of the following:

(A) Any casualty loss or taking that affects either a material portion of the Building or the Unit secured by the applicable Permitted Mortgage.

(B) Any 60-day delinquency in the payment of Common Charges or Special Assessments owed by the Loft Unit Owner subject to a Permitted Mortgage or a guaranty from a Guarantor.

(C) A lapse, cancellation, or material modification of any insurance policy maintained by the Condominium.

(D) Any proposed action that requires the consent of a specified percentage of Permitted Mortgagees.

Section 16.4 *Condominium Property Insurance.* The policies of condominium property insurance shall name each Permitted Mortgagee who has provided the Condominium with written notice of its Permitted Mortgage, as its interest may appear. Any such Permitted Mortgagee shall be considered and shall have the rights as their interest may appear and any such Permitted Mortgagee shall be listed as an additional insured on the Condominium Property Insurance.

Section 16.5 *Unpaid Common Charges and Special Assessments.* A Permitted Mortgagee who obtains title to a Loft Unit pursuant to the remedies in its Permitted Mortgage or through foreclosure shall not be liable for the payment of unpaid Common Charges and Special Assessments accrued prior to the acquisition date of the Loft Unit by the Permitted Mortgagee.

Section 16.6 *Consent or Approval from a Permitted Mortgagee.* Any required consent and/or approval required from a Permitted Mortgagee will be deemed given if a Permitted Mortgagee, who has provided the Condominium with written notice of its Permitted Mortgage, fails to submit its written response to the Condominium within 60 days after such Permitted Mortgagee receives notice of the applicable proposal requesting consent and/or approval from the Condominium, provided the applicable proposal from the Condominium was delivered by certified or registered mail with a return receipt requested; provided however that a Loft Unit Mortgagee shall be entitled to a second 15-day written notice of such request, and provided that such second notice was delivered by certified or registered mail, return receipt requested, then Loft Unit Mortgagee's failure to submit its written response within the 15-day period thereafter shall be deemed consent.

Section 16.7 *Notice from a Permitted Mortgagee.* Any written notice required to be given to the Condominium by a Permitted Mortgagee shall be deemed valid only (i) if delivered by certified or registered mail with a return receipt requested to the Condominium, attention "President, Board of Managers, 57-63 Greene Street Condominium, New York, New York 10013, or such other address as the Condominium may require, provided written notice of such other address is sent to a Permitted Mortgagee by the Condominium.

ARTICLE 17

STORAGE BINS

Section 17.1 *Master License.* The Sponsor is hereby granted a master license of the areas in the Building designated as storage on the Floor Plans, which area is a Loft Common Element, into which Sponsor may construct Storage Bins. The Sponsor shall cause the Condominium Board to enter into licenses for individual Storage Bins with Loft Unit Owners, who have purchased from Sponsor the right to use a Storage Bin. Upon entering into such license agreement, the applicable Storage Bin shall be released from the master license. The purchase prices paid to Sponsor for the initial sale of the license agreements shall belong to the Sponsor and not the Condominium.

Section 17.2 *Restriction on Sublicense or Sublet.* With the exception of the Sponsor, Storage Bins may not be sublicensed or sublet. Sponsor may assign, sublicense or sublet Storage Bins without any preconditions and consent, including that of the Condominium Board.

Section 17.3 *Use.* The use of the Storage Bin will be subject to a Storage Bin License. Each Storage Bin License allows assignment of such license by a Loft Unit Owner, provided that the assignor is current in its obligations to the Condominium under the Condominium Documents and the applicable license agreement, written notification of the assignment is delivered to the Condominium Board in compliance with its requirements, assignee is a Loft Unit Owner, and assignee assumes the obligations of the respective license. The Sponsor may, at any time, surrender a license to the Condominium Board. A Loft Unit Owner shall also have the option of surrendering its license to the Condominium Board. Upon such surrender, any such Storage Bin License will be deemed cancelled, and the Loft Unit Owner shall have no obligation to pay any additional fee or maintenance fee which may be imposed by the Condominium Board after the date of surrender.

Section 17.4 *Surrender.* The Condominium Board may use or further license any Storage Bin so surrendered to the Condominium, and the Condominium Board shall be entitled to the consideration for such further license.

Section 17.5 *Fees.* During the Initial Control Period, the Condominium will not charge an additional fee or maintenance fee for the Storage Bins. Thereafter, the Condominium can charge the holders of Storage Bin Licenses fees in an amount necessary to reimburse the Condominium for the costs to operate, maintain, repair, and replace the Storage Bins. Sponsor will not, in any event, be subject to any fee, additional fee or maintenance fee for the Storage Bins which may be imposed by the Condominium Board after the Initial Control Period.

Section 17.6 *Access and Default.* The Condominium Board shall have the right to deny any Loft Unit Owner who holds one or more Storage Bin License, access to and/or use of the applicable Storage Bin in the event that the Licensee is in default of its obligations under the Condominium Documents or the applicable License Agreement, including but not limited to the obligation to pay Common Charges, Special Assessments and/or to pay any fee due and payable in connection with such Storage Bin, and such default continues for thirty (30) days after delivery to such Loft Unit Owner of a written notice of default and opportunity to cure. In addition, the Condominium Board shall have the right to terminate any Storage Bin License on no less than thirty days prior written notice of termination in the event that the Loft Unit Owner

is in default of its obligations under the Condominium Documents, including but not limited to the obligation to pay Common Charges, Special Assessments and/or fees due and payable pursuant to the Storage Bin License, and such default is not cured prior to the termination dated set forth in the notice of termination.

If the Licensee fails to vacate the Storage Bin, as applicable, within five (5) business days of such termination, the Condominium shall have the right, at the Licensee's sole cost and expense, to remove the Licensee's personal property from the Storage Bin and either discard or store same elsewhere, with no liability to the Condominium or Sponsor for any damages and/or loss.

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ADDENDUM TO THE BY-LAWS

RULES AND REGULATIONS

1. The sidewalks, entrance passages, public halls, elevators, vestibules, corridors and stairways of or appurtenant to the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Units.

2. No velocipedes, bicycles, rollerblades, scooters, or similar vehicle or any motorized vehicle shall be taken into or from the Building through the main entrance 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, and no baby carriages or any of the above-mentioned vehicles shall be allowed to stand in the public halls, passageways, or other public areas of the Building.

3. All service and delivery persons will be required to use the service entrance or such other entrance of the Building designated by the Condominium Board or the Managing Agent. In addition, all servants, messengers and tradespeople visiting the Building shall use the elevator designated by the Condominium Board or the Managing Agent for the purpose of ingress and egress, and shall not use any of the other elevators for any purpose, provided, however, that nurses in the employ of Unit Owners or their Family Members, guests, tenants, subtenants, licensees, or invitees may use any elevator 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 entrance, if any.

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 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 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 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 Loft Unit or in the Common Elements that will increase the rate of insurance of the Building, or the contents thereof. No Unit Owner shall permit anything to be done or kept in his 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 Unit Owner or any of his Family Members, agents, servants, employees, licensees, or visitors shall, at any time, bring into or keep in his Unit, any inflammable, combustible, or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of such Unit.

11. There shall be no barbecuing in the Units, in their appurtenant Limited Common Elements, if any, or in the Common Elements. Notwithstanding the foregoing, barbecuing and/or cooking will be permitted on terraces only if permitted under applicable law and Building Department rules and regulations.

12. No Loft Unit Owner shall make, cause, or permit any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from his Loft Unit or its appurtenant Limited Loft Common Elements, if any, or permit anything to be done therein that will interfere with the rights, comforts, or conveniences of the other Unit Owners. No Loft 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 Limited Loft Common Elements, if any, between midnight and the following 8:00 A.M., if the same shall disturb or annoy other occupants of the Building, and in no event shall any Loft Unit Owner practice or suffer to be practiced either vocal or instrumental music between the hours of 8:00 P.M. and the following 9:00 A.M. No construction, repair work, or other installation involving noise shall be conducted in any Loft 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 and fish (which do not cause a nuisance, health hazard or unsanitary condition) may be kept in a Loft Unit without the written consent of the Condominium Board. In no event shall any Unit Owner maintain more than two (2) pets in a Unit without the consent of the Condominium Board. Each Unit Owner who keeps any type of pet in his Unit will be required to: (a) indemnify and hold harmless the Condominium, 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 Rules and Regulations of the Condominium Board adopted with respect thereto. In no event shall any bird, reptile, or animal be permitted in any public elevator of the Building, other than the elevator designated by the Condominium Board or the Managing Agent for that purpose, or in any of the public portions of the Building, unless carried or on leash. No

pigeons or other birds or animals shall be fed from the window sills, or other public portions of the Building, or on the sidewalk or street adjacent to the Building. In no event may pets be kept in a terrace.

14. No group tour or exhibition of any Loft Unit or its contents shall be conducted, nor shall any auction sale be held in any Loft Unit, without the consent of the Condominium Board or the Managing Agent in each instance. In the event that any Loft 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, and subject to the rights of Non-Purchasing Tenants, not less than 80% of the floor area of each Loft Unit (excepting only kitchens, pantries, bathrooms, closets and foyers) must be covered with rugs, carpeting, or equally effective noise reducing material.

16. No window guards or other window decorations shall be used in or about any Loft 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 Loft Unit be colored or painted.

17. No ventilator or air conditioning device shall be installed in any Loft Unit or its appurtenant Limited Loft 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 Loft 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 such Unit.

21. Each Unit Owner shall keep his Unit and its appurtenant Limited Common Elements, if any, in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the By-Laws.

22. The agents of the Condominium Board or the Managing Agent, and any contractor or workman 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 one (1) day's prior notice to the Unit Owner, for the purpose of inspecting such Unit for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects, or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes.

23. The Condominium Board or the Managing Agent may retain a pass-key to each Loft 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 Loft Unit Owner is not personally present to open and permit an entry to his Loft Unit at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws, and has not furnished a key to the Condominium Board or the Managing Agent, then the Condominium Board or Managing Agent or their agents (but, except in an Emergency, only when specifically authorized by an officer of the Condominium or an officer of the Managing Agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such Loft Unit Owner's property).

24. If any key or keys are entrusted by a Unit Owner, by any Family Member thereof, or by his agent, servant, employee, licensee, or visitor to an employee of the Condominium or of the Managing Agent, whether for such Unit Owner's Unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Condominium Board nor the Managing Agent shall (except as provided in Rule 23 above) be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

25. 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 common terrace. Such roof includes a Limited Common Element which is for the exclusive use of a particular Unit Owner.

26. 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.

27. Any consent or approval given under these Rules and Regulations may be amended, modified, added to, or repealed at any time by resolution of the Condominium

Board. Further, any such consent or approval may, in the discretion of the Condominium Board or the Managing Agent, be conditional in nature.

28. No 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, decking 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 (2) inches above such surface. No planting shall be permanently affixed to the terrace or roof surface and shall be able to be easily moved. It shall be the responsibility of the Loft Unit Owner to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. Such Loft 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 roof and terrace appurtenant to 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.

29. No Loft Unit Owner shall enclose, erect a greenhouse and/or alter the terrace appurtenant to a Loft Unit in such a way that will alter the conformity of the Building, without the prior written consent of the Condominium Board.

30. Complaints regarding the service of the Condominium shall be made in writing to the Condominium Board or to the Managing Agent.

31. A Loft Unit Owner must notify the Managing Agent in writing when a child or children under the age of eleven (11) years lives or resides (even temporarily) in the applicable Loft Unit. In such event, each Loft Unit Owner shall have installed at the Loft Unit, at the Loft Owner's expense, the required window guards (or safety stops in lieu of window guards, designed specifically to prevent a child from falling out of a window), in all windows of the Unit, in compliance with applicable Law, and shall not remove them until permitted by Law, and in any event, without first notifying the Managing Agent of the intended removal of the window guards or safety stops.

32. No minor children are allowed on a common area terrace, if any, without the supervision of a parent or an authorized adult.

33. Notwithstanding the foregoing Rule and Regulation #12 and subject to the provisions of the Declaration, as amended, the Commercial Unit Owner shall not attach, hang or maintain any radio or television aerials, antennas, satellite dishes or any other projections from the exterior of the Building, except that the Commercial Unit Owner shall have the right to maintain the existing Verizon equipment and to erect any

additional, replacement or modified communications equipment of substantially similar kind to the existing Verizon equipment (but subject to the provisions contained herein including without limitation, restrictions as to the size and location of such equipment), and to use, lease, license, maintain, repair, replace and operate such communications equipment, as permitted by applicable Law, on the Commercial Limited Common Elements or any part thereof located on the roof over the top floor of the Building only as specifically indicated in the plan of said roof attached hereto as Exhibit "F" to the Declaration and subject to the other terms contained herein. In connection therewith, the Commercial Unit Owner shall have the right: (i) to use, repair and maintain the existing Verizon equipment and to install any replacement or modified equipment or additional equipment provided that any such replacement or modified or additional equipment is of substantially similar kind and does not exceed the size of the existing Verizon equipment located on the Commercial Limited Common Elements located on the roof of the Building and further provided that any such replacement or modified or additional equipment shall only be located on the Commercial Limited Common Elements or any part thereof located on the roof over the top floor of the Building only as specifically indicated in the plan of said roof attached hereto as Exhibit "F" to the Declaration and further provided, that any such replacement or modified or additional equipment does not disturb or materially or adversely affect any Common Element (including any other category of Common Elements to be established by Declarant, its successors or designees) or any Building-wide system or the Limited Loft Common Elements or any Loft Unit; and (ii) to use, repair, replace and maintain the existing wiring in the existing conduits and pathways that service the existing Verizon equipment and to install new wiring in the existing conduits and pathways necessary to operate such Verizon equipment or any replacement or modified or additional equipment, and to use, maintain, repair and replace the existing conduits and pathways, provided, however, that no such wiring, conduits and/or pathways shall push through or into any Unit, other than the Commercial Unit, or any Common Element (other than the Commercial Limited Common Element and other than the existing conduit located in the General Common Element in the basement of the Building which services the existing Verizon equipment) or any other category of Common Elements to be established by Sponsor, unless the Sponsor consents to same or when the Sponsor, no longer own any Units, then the Condominium Board consents to same and further provided that the existing conduits and pathways which contain the wiring shall not be repaired, replaced, expanded, relocated or altered unless the Sponsor the Condominium Board, as the case may be, consents to same. The Commercial Unit Owner shall be entitled to all income and profit derived in connection with the usage or transfer of such rights. The Commercial Unit Owner shall not use the Commercial Limited Common Elements or any equipment installed thereon pursuant to the terms contained herein, in such a manner as will disturb or materially or adversely affect the other Unit Owners, the Common Elements (including any other category of Common Elements to be established) the Limited Loft Common Elements or the Loft Unit(s).

34. Notwithstanding anything contained herein to the contrary, the Commercial Unit Owner shall permit construction work to be performed in the Commercial Unit only during the hours from 9:00 a.m. to 5:00 p.m. on Mondays through Fridays, except that no such construction work shall be permitted on any city, state or federal holidays which fall on a weekday.

35. Any Loft Unit Owner who is more than thirty days in arrears on the payment of Common Charges or other sums owed to the Condominium pursuant to the Condominium Documents shall be prohibited from using any building-wide amenities until all such arrears have been paid.

Notwithstanding anything set forth herein to the contrary, the Loft Unit Mortgagee shall not be obligated to comply with the provisions of these Rules and Regulations for the period of time that the Loft Unit Mortgagee shall own title to a Loft Unit.

LOFT UNIT OWNER POWER OF ATTORNEY

EXHIBIT E

TO THE DECLARATION

LOFT UNIT OWNER POWER OF ATTORNEY

LOFT UNIT OWNER POWER OF ATTORNEY

Terms used in this Loft Unit Owner Power of Attorney which are used (a) in the declaration (the "Declaration") establishing a plan for condominium ownership of the premises known as 57-63 Greene Street Condominium ("Condominium") and by the street number 57-63 Greene Street, New York, New York under Article 9-B of the Real Property Law of the State of New York, dated _____, ____, and recorded in the New York County Office of the Register of The City of New York on _____, ____ in Reel _____, Page _____, or (b) in the By-Laws of 57-63 Greene Street Condominium ("By-Laws") attached to, and recorded together with, the Declaration, shall have the same meanings in this Power of Attorney as in the Declaration or the By-Laws.

The undersigned, _____, having an address at _____ _____, the owner of the Loft Unit ___ (the "Unit") in 57-63 Greene Street Condominium which is designated and described as Unit No. _____ in the Declaration and also designated as Tax Lot ____ in Block 486 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, filed with the Real Property Assessment Department of the City of New York do(es) hereby nominate, constitute and appoint the persons who may from time to time constitute the Condominium Board, true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, in their own names, as members of the Condominium Board or in the name of their designee (corporate or otherwise), on behalf of all Unit Owners, in accordance with such Unit Owners' respective interests in the Common Elements, subject to the provisions of the By-Laws then in effect, (1)(a) following due authorization by a Majority of Loft Unit Owners having voting rights, to acquire or lease any Loft Unit or Storage Bin License, together with its Appurtenant Interests, from any Loft Unit Owner desiring to sell, convey, transfer, assign, surrender or lease the same, (b) to acquire any Unit or Storage Bin License, together with its Appurtenant Interests, from any Unit Owner who elects to surrender the same pursuant to the By-Laws, and (c) following due authorization by a Majority of Loft Unit Owners having voting rights, to acquire any Unit or Storage Bin License, together with its Appurtenant Interests, which becomes the subject of a foreclosure or other similar sale, all on such terms and at such price or rental, as the case may be, as said attorneys-in-fact shall deem proper, in the name of the Condominium Board or its designee, corporate or otherwise, on behalf of all 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 Unit so acquired by them, or to sublease any Unit so leased by them without the necessity

of further authorization by the Loft Unit Owners, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in fact the power to do all things in the said premises which the undersigned could do if the undersigned were personally present, (2) to commence, pursue, appeal, settle and/or terminate administrative and certiorari proceedings to obtain reduced real estate tax assessments with respect to Loft Units, including retaining counsel and taking any other actions which the Condominium Board deems necessary or appropriate, and (3) to execute, acknowledge and deliver (a) any declaration or amendment thereto or other instrument affecting the Property 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 Property, or (b) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Property or the Common Elements which the Condominium Board deems necessary or appropriate, or is made in connection with the subdivision or combination of Loft Units, or the inclusion of Common Element space into combined or subdivided Loft Units.

The acts of a majority of such persons constituting the Condominium Board shall constitute the acts of said attorneys-in-fact.

The undersigned (does) (do) hereby irrevocably nominate, constitute and appoint Greene Mercer Holdings LLC or its successors or designees (hereinafter referred to as "Sponsor") as attorney-in-fact for the undersigned, coupled with an interest, with power of substitution, to amend from time to time the Declaration, By-Laws and the Rules and Regulations of the Condominium, or any of said documents, when such amendment (1) shall be required to reflect any changes in Unsold Loft Units and/or the reapportionment of the Common Interests of the affected Loft Unsold Units resulting therefrom made by Sponsor in accordance with the Declaration or (2) shall be required by (a) an Institutional Lender designated by Sponsor to make a mortgage loan secured by a mortgage on any Unit, (b) any governmental agency having regulatory jurisdiction over the Condominium, or (c) any title insurance company to insure title to any Loft Unit provided, however, that any amendment made pursuant to the terms of subdivision (1) or (2) of this paragraph shall not (i) change the Common Interest of the Undersigned's Loft Unit, (ii) require a material, physical modification to the Undersigned's Loft Unit, or (iii) adversely affect the priority or validity of the lien of any mortgage held by an Institutional Lender covering the Undersigned's Loft Unit unless the Undersigned (in the event described in subdivision (i) or (ii) of this paragraph) or the holder of such mortgage (in the event described in subdivision

(iii) of this paragraph) shall consent thereto by joining in the execution of such amendment.

This Power of Attorney shall be irrevocable.

IN WITNESS WHEREOF, the undersigned has/have executed this Power of Attorney as of the ____ day of _____, 20___.

_____

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss:
COUNTY OF)

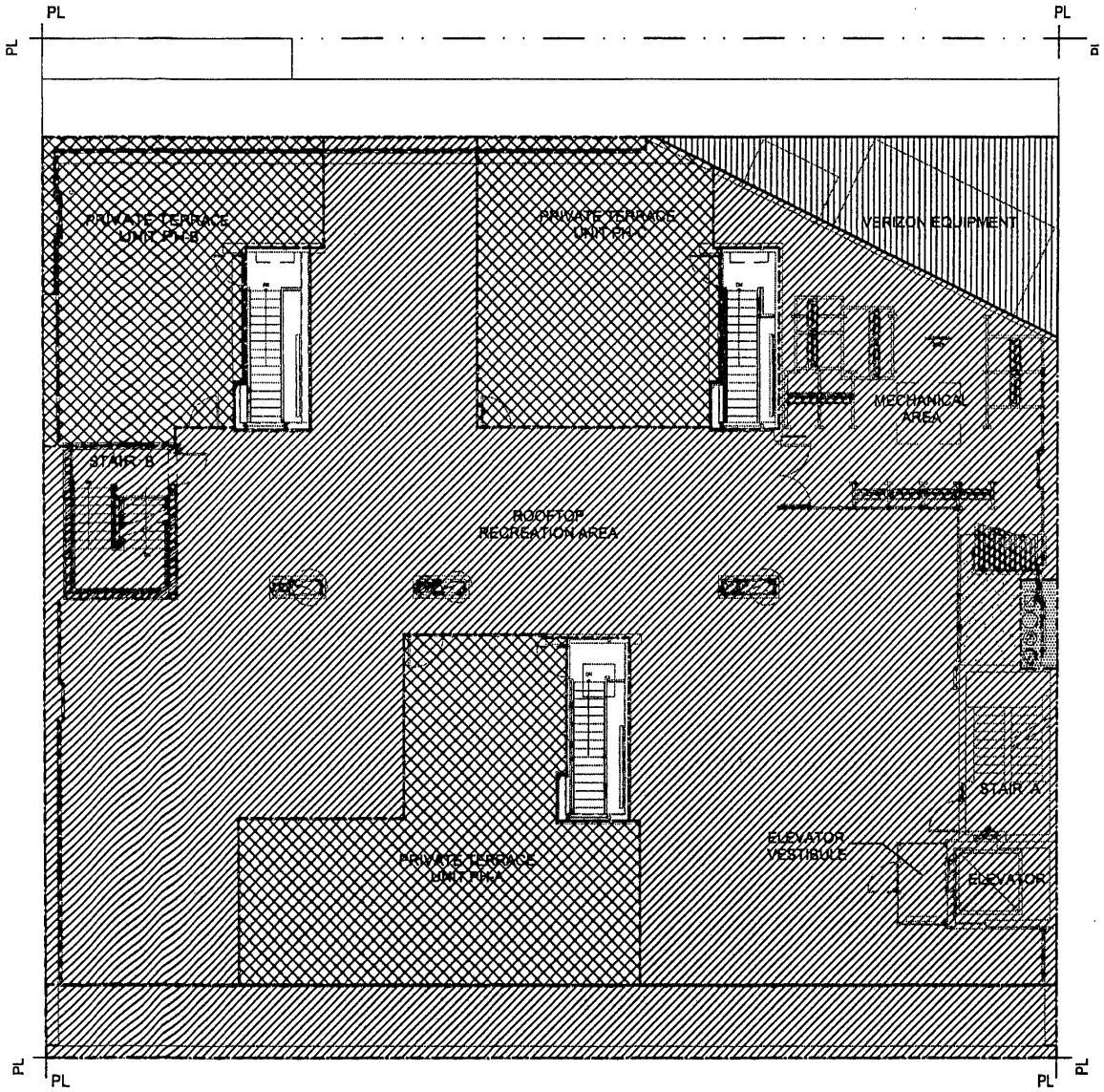
On _____ _____, 20____, before me, the undersigned, a notary public in and for said state, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

EXHIBIT F

TO THE DECLARATION

COMMERCIAL LIMITED COMMON ELEMENT EASEMENT ON ROOF AREA



KEY

- LOFT UNIT (LU) OR COMMERCIAL UNIT (CU)
- GENERAL COMMON ELEMENT (GCE)
- LOFT COMMON ELEMENT (LCE)
- LIMITED LOFT COMMON ELEMENT (LLCE)
- COMMERCIAL LIMITED COMMON ELEMENT (CLCE)

SCALE: 1/16"=1'-0"

57-63 GREENE STREET CONDOMINIUM	DATE: 1 Dec. 2014	A-24

N

ROOF
AREA: 8,950 SQUARE FEET

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO TOLERANCES AND CONSTRUCTION VARIANCES.
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA.
SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

UNIT OWNER'S SPECIMEN TITLE POLICY

Stewart Title Insurance Company

AMERICAN LAND TITLE ASSOCIATION OWNERS POLICY (6-17-2006) WITH NEW YORK COVERAGE ENDORSEMENT APPENDED (A.L.T.A.)

SCHEDULE A

Policy No [Policy No.]

Title Number	**Effective Date**	**Amount of Insurance**
[Title No.]	[Closing Date]	[Purchase Price]

1. **Name of Insured:** Name of Purchaser(s)

2. **The estate or interest in the land which is covered by this policy is:** Fee Simple

3. **Title to the estate or interest in the land is vested in:**

   Who acquired title from Greene Mercer Holdings LLC by deed dated [closing date] and to be recorded in the Office of the City Register of the City of New York, County of New York.

4. **The land referred to in this Policy is described herein on Schedule A Description of Premises.**

   For Information: Premises known as: 57-63 Greene Street Condomimium
   57-63 Greene Street, Unit ____, New York, NY

_____
Authorized Signatory

Stewart Title Insurance Company

SCHEDULE A
DESCRIPTION OF PREMISES

Title No. 905719
Policy No. PROFORMA

THE CONDOMINIUM UNIT (hereinafter referred to as the "Unit") in the building (hereinafter referred to as the "Building") known as **57-63 Greene Street Condominium** and by the Street Number **57-63 Greene Street**, County of New York, State of New York, said Unit being designated and described as **Unit No.** _____ in a Declaration **dated 10/13/10,** as amended, made by **Greene Mercer Holdings LLC**, pursuant to Article 9-B of the Real Property Law of the State of New York (hereinafter referred to as the "Condominium Act") establishing a Plan for condominium ownership of the Building and the Land (hereinafter referred to as the "land") upon which the building is situate (which land is more particularly described in Exhibit A annexed hereto and by this reference made a part hereof), which Declaration was recorded in the Office of the City Register of the City of New York, County of New York, on **1/7/11 as CRFN 2011000007142**, and has been amended by First Amendment to Declaration dated 8/3/12 and recorded 8/30/12 as CRFN 2012000343162 and corrected by document recorded 8/31/12 as CRFN 2012000346407 and amended by Second Amendment to Declaration dated 9/5/12 and recorded 10/3/12 as CRFN 2012000393393 and amended by Amended and Restated Declaration dated / /14 and recorded / /14 as CRFN (which Declaration and Amendments thereto are hereinafter collectively referred to as the "Declaration"). This Unit is also designated as **Tax Lot** ____ **in Block 486** 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 **Marren and Newman, Architects,** on **12/21/10** and filed with the Real Property Assessment Department on **12/21/10 as Condominium Plan No. 2226** and also filed in the Office of the City Register of the City of New York, County of New York, on **1/7/11 as Condominium Map No. CRFN 2011000007143** as amended by Amended Floor Plans of the Building, Certified by **Marren and Newman, Architects,** on **8/14/12** and filed with the Real Property Assessment Department on **8/14/12 as Condominium Plan No. 2226-A** and also filed in the Office of the City Register of the City of New York, County of New York, on **8/30/12 as Condominium Map No. CRFN 2012000343163.**

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 **57-63 Greene Street 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 **1/7/11 as CRFN 2011000007142, as amended.**

Stewart Title Insurance Company

Title No. 905719
Policy No. PROFORMA

EXHIBIT A

ALL THAT CERTAIN plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Greene Street, distant 99 feet 10 ¼ inches northerly from the corner formed by the intersection of the said westerly side of Greene Street and the northerly side of Broome Street;

RUNNING THENCE westerly a distance of 99 feet 7 ½ inches to a point distant 100 feet 0 ¼ inches northerly from the northerly side of Broome Street and measured at right angles thereto and 100 feet 5 ½ inches easterly from the easterly side of Wooster Street and measured at right angles thereto;

THENCE northerly a distance of 100 feet 2 ½ inches to a point distant 200 feet 2 ¾ inches northerly from the northerly side of Broome Street and measured at right angles thereto and 100 feet easterly from the easterly side of Wooster Street and measured at right angles thereto;

THENCE easterly and along the northerly face of the northerly wall of the five (5) story brick building on described premises, 100 feet 1 ½ inches to the westerly side of Greene Street;

THENCE southerly along the westerly side of Greene Street, 100 feet 5 ½ inches to the point or place of BEGINNING.

For Information Only: Said premises are known as 57-63 Greene Street Condominium, 57-63 Greene Street, Unit ____, New York, NY and designated as Block 486 Lot ____ as shown on the Tax Map of the City of New York, County of New York

Stewart Title Insurance Company

Policy No PROFORMA
Title No 905719

SCHEDULE B

Showing defects, liens, encumbrances and other matters against which the Company does not, by this Policy, insure:

1. Premises or part of premises have been designated as a Landmark, Landmark Site, or Historic District, and are subject to the restricted use as provided in the New York City Charter. (Charter Chapter 74 Sections 3020 and 3021 and Administrative Codes Section 25-301 to Section 25-322)

   Landmark designation recorded 8/17/73 in Reel 288 page 1059.
   "Soho Cast Iron Historic District".

2. Agreement of Adjoining Land Owners (Encroachment Agreement) made between William Hahn and Charles Magistro and Oelbermann Associates Limited Partnership dated 12/28/84 and recorded 1/14/85 in Reel 866 page 3.

   A) Assignment of Agreement of Adjoining Land Owners made between Oelbermann Associates, LLC to Greene Street NYC Holdings, LLC, Warrenby Greene, LLC, Emerald Greene, LLC and Maplewood Greene, LLC, dated 9/12/05 and recorded 1/25/06 as CRFN 2006000044327.

   B) Assignment of Adjoining Land Owners Agreement made between Greene Street NYC Holdings, LLC, CH Greene , LLC, Warrenby Greene, LLC, Emerald Greene, LLC and Maplewood Greene, LLC to Greene Mercer Holdings LLC, dated as of 2/6/07 and recorded 3/13/07 as CRFN 2007000135052.

3. Terms, conditions and provisions of an unrecorded Lease made by Oelbermann Associates, LLC to New York SMSA Limited Partnership (for a term of 25 years) as referenced in:

   Subordination, Non-Disturbance and Attornment Agreement by and among Independence Community Bank; Oelbermann Associates, LLC and New York SMSA Limited Partnership d/b/a Verizon Wireless dated 12/22/03 and recorded 3/19/04 as CRFN 2004000168719.

4. Assumption Agreement made by and between Greene Mercer Holdings, LLC and 57-63 Greene Realty, LLC dated as of 9/6/12 and recorded 10/3/12 as CRFN 2012000393406.

5. Declaration made by Greene Mercer Holdings, LLC dated as of 2/10/10 and recorded 3/19/10 as CRFN 2010000094859.

6. Restrictive Declaration made by Greene Mercer Holdings, LLC dated as of 3/1/10 and recorded 3/15/10 as CRFN 2010000088499.

Stewart Title Insurance Company

Policy No PROFORMA
Title No 905719

SCHEDULE B

7. The policy will except the terms, conditions and easements set forth in the Declaration of Condominium and By-Laws **dated 10/13/10 and recorded 1/7/11** in the Office of the City Register of the City of New York, County of New York, as **CRFN 2011000007142.** Policy insures that a valid condominium has been created pursuant to Article 9B of the Real Property Law, as amended.

   A) First Amendment to Declaration dated 8/3/12 and recorded 8/30/12 as CRFN 2012000343162 and corrected by document recorded 8/31/12 as CRFN 2012000346407.

   B) Second Amendment to Declaration dated 9/5/12 and recorded 10/3/12 as CRFN 2012000393393.

   C) Amended and Restated Declaration dated / /14 and recorded / /14 as CRFN

8. The policy will except any state of facts which an accurate survey and inspection of Unit would show, but policy insures that any encroachments by insured Unit upon adjoining Units or upon common elements may remain undisturbed.

9. Survey made by Earl B. Lovell C.E. & C.S. dated 3/31/1919 as updated as to 57-63 Greene Street by Earl B. Lovell - S.P. Belcher, Inc. by a redate made on 1/23/2007 shows no encroachments, violations of restrictions or variations with lot lines except as follows:

   A) The northerly wall of the building on the premises adjoining on the south encroaches on to the described premises. The chimneys of said building are carried up to the roof of the building on the described premises.

   B) The flue of the northerly wall of the cellar extension on the premises adjoining on the south is fastened to the wall of the building on the described premises and is carried up to its roof.

   C) The present iron platform and steps on the west side of the building on the described premises connects the roofs of the one story brick extensions on the described premises and the premises on the west.

   D) An iron platform at the second floor of the building on the west and the described premises connects said buildings.

   E) The chimney in the southerly wall of the building on the premises adjoining on the north is carried up to the roof of the building on the described premises.

   F) Encroachments on and projections over Greene Street by signs, ledges, water table, freight elevators, cellar doors, iron doors, brick piers and iron plates over the vaults shown on the survey.

   Subject to changes since the date of said survey.

10. Mortgage in the original principal amount of $[Loan Amount] made by [Purchaser(s)] to [Lender] dated [Closing Date] and to be recorded in the Office of the City Register of the City of New York, County of New York.

Stewart Title Insurance Company

STANDARD NEW YORK ENDORSEMENT
(Owner's Policy)

Title No [Title No.]

Attached to and made a part of Policy No. [Policy No.]

1. The following is added as a Covered Risk:

   "11. Any statutory lien arising under Article 2 of the New York Lien Law for services, labor or materials furnished prior to the date hereof, and which has now gained or which may hereafter gain priority over the estate or interest of the insured as shown in Schedule A of this policy."

2. Exclusion Number 5 is deleted, and the following is substituted:

   5. Any lien on the Title for real estate taxes, assessments, water charges or sewer rents imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as Shown in Schedule A.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

IN WITNESS WHEREOF, the Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers

DATED: [Closing Date] **Stewart Title Insurance Company**

By_____
Authorized Signatory

Stewart Title Insurance Company

CONDOMINIUM ENDORSEMENT

Title No. [Title No.]

Attached to and made a part of Policy No. **[Policy No.]**

The Company insures the insured against loss or damage sustained by reason of:

1. The failure of the unit identified in Schedule A and its common elements to be part of a condominium within the meaning of the condominium statutes of the State of New York.

2. The failure of the documents required by the condominium statutes to comply with the requirements of the statutes to the extent that such failure affects the title to the unit and its common elements.

3. Present violations of any restrictive covenants which restrict the use of the unit and its common elements and which are created by the condominium documents, except violations relating to environmental protection unless a notice of a violation thereof has been recorded or filed in the Public Records and is not excepted in Schedule B. The restrictive covenants do not contain any provisions which will cause a forfeiture or reversion of title.

4. The priority of any lien for charges and assessments at Date of Policy provided for in the condominium statutes and condominium documents over the lien of any insured first mortgage identified in Schedule A.

5. The failure of the unit and its common elements to be entitled by law to be assessed for real property taxes as a separate parcel.

6. Any obligation to remove any improvements which exist at Date of Policy because of any present encroachments or because of any future unintentional encroachments of the common elements upon any unit or of any unit upon the common elements or another unit.

7. The failure of title by reason of a right of first refusal to purchase the unit and its common elements which was exercised or could have been exercised at Date of Policy.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the amount of insurance.

IN WITNESS WHEREOF, the Company has caused this Endorsement to be signed on the date below to be valid when countersigned by an authorized officer of the Company, all in accordance with its By-Laws.

Dated: [Closing Date]

Countersigned **Stewart Title Insurance Company**

Authorized Signatory

TIRSA Endorsement 4 (Condominium) (5/1/07)

FORM W-8BEN (INDIVIDUALS) AND FORM W-8BEN-E (ENTITIES)

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)

Form **W-8BEN-E**

(February 2014)

Department of the Treasury
Internal Revenue Service

Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities)

▶ For use by entities. Individuals must use Form W-8BEN. ▶ Section references are to the Internal Revenue Code.
▶ Information about Form W-8BEN-E and its separate instructions is at *www.irs.gov/formw8bene*.
▶ Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do NOT use this form for:	**Instead use Form:**
• U.S. entity or U.S. citizen or resident	W-9
• A foreign individual	W-8BEN (Individual)
• A foreign individual or entity claiming that income is effectively connected with the conduct of trade or business within the U.S. (unless claiming treaty benefits)	W-8ECI
• A foreign partnership, a foreign simple trust, or a foreign grantor trust (unless claiming treaty benefits) (see instructions for exceptions)	W-8IMY
• A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession claiming that income is effectively connected U.S. income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (unless claiming treaty benefits) (see instructions)	W-8ECI or W-8EXP
• Any person acting as an intermediary	W-8IMY

Part I Identification of Beneficial Owner

1 Name of organization that is the beneficial owner

2 Country of incorporation or organization

3 Name of disregarded entity receiving the payment (if applicable)

4 Chapter 3 Status (entity type) (Must check one box only):

☐ Corporation ☐ Disregarded entity ☐ Partnership
☐ Simple trust ☐ Grantor trust ☐ Complex trust ☐ Estate ☐ Government
☐ Central Bank of Issue ☐ Tax-exempt organization ☐ Private foundation

If you entered disregarded entity, partnership, simple trust, or grantor trust above, is the entity a hybrid making a treaty claim? If "Yes" complete Part III. ☐ Yes ☐ No

5 Chapter 4 Status (FATCA status) (Must check one box only unless otherwise indicated). (See instructions for details and complete the certification below for the entity's applicable status).

☐ Nonparticipating FFI (including a limited FFI or an FFI related to a Reporting IGA FFI other than a registered deemed-compliant FFI or participating FFI).
☐ Participating FFI.
☐ Reporting Model 1 FFI.
☐ Reporting Model 2 FFI.
☐ Registered deemed-compliant FFI (other than a reporting Model 1 FFI or sponsored FFI that has not obtained a GIIN).
☐ Sponsored FFI that has not obtained a GIIN. Complete Part IV.
☐ Certified deemed-compliant nonregistering local bank. Complete Part V.
☐ Certified deemed-compliant FFI with only low-value accounts. Complete Part VI.
☐ Certified deemed-compliant sponsored, closely held investment vehicle. Complete Part VII.
☐ Certified deemed-compliant limited life debt investment entity. Complete Part VIII.
☐ Certified deemed-compliant investment advisors and investment managers. Complete Part IX.
☐ Owner-documented FFI. Complete Part X.
☐ Restricted distributor. Complete Part XI.
☐ Nonreporting IGA FFI (including an FFI treated as a registered deemed-compliant FFI under an applicable Model 2 IGA). Complete Part XII.
☐ Foreign government, government of a U.S. possession, or foreign central bank of issue. Complete Part XIII.
☐ International organization. Complete Part XIV.
☐ Exempt retirement plans. Complete Part XV.
☐ Entity wholly owned by exempt beneficial owners. Complete Part XVI.
☐ Territory financial institution. Complete Part XVII.
☐ Nonfinancial group entity. Complete Part XVIII.
☐ Excepted nonfinancial start-up company. Complete Part XIX.
☐ Excepted nonfinancial entity in liquidation or bankruptcy. Complete Part XX.
☐ 501(c) organization. Complete Part XXI.
☐ Nonprofit organization. Complete Part XXII.
☐ Publicly traded NFFE or NFFE affiliate of a publicly traded corporation. Complete Part XXIII.
☐ Excepted territory NFFE. Complete Part XXIV.
☐ Active NFFE. Complete Part XXV.
☐ Passive NFFE. Complete Part XXVI.
☐ Excepted inter-affiliate FFI. Complete Part XXVII.
☐ Direct reporting NFFE.
☐ Sponsored direct reporting NFFE. Complete Part XXVIII.

6 Permanent residence address (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address** (other than a registered address).

City or town, state or province. Include postal code where appropriate. | Country

7 Mailing address (if different from above)

City or town, state or province. Include postal code where appropriate. | Country

8 U.S. taxpayer identification number (TIN), if required | **9a** ☐ GIIN | **b** ☐ Foreign TIN | **10** Reference number(s) (see instructions)

Note. Please complete remainder of the form including signing the form in Part XXIX.

Part II **Disregarded Entity or Branch Receiving Payment.** (Complete only if disregarded entity or branch of an FFI in a country other than the FFI's country of residence.)

11 Chapter 4 Status (FATCA status) of disregarded entity or branch receiving payment

☐ Limited Branch. ☐ Reporting Model 1 FFI. ☐ U.S. Branch.

☐ Participating FFI. ☐ Reporting Model 2 FFI.

12 Address of disregarded entity or branch (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address** (other than a registered address).

City or town, state or province. Include postal code where appropriate.

Country

13 GIIN (if any)

Part III **Claim of Tax Treaty Benefits** (if applicable). (For chapter 3 purposes only)

14 I certify that (check all that apply):

a ☐ The beneficial owner is a resident of _____ within the meaning of the income tax treaty between the United States and that country.

b ☐ The beneficial owner derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits (see instructions).

c ☐ The beneficial owner is claiming treaty benefits for dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation and meets qualified resident status (see instructions).

15 **Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article _____ of the treaty identified on line 14a 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 IV **Sponsored FFI That Has Not Obtained a GIIN**

16 Name of sponsoring entity: _____

17 **Check whichever box applies.**

☐ I certify that the entity identified in Part I:

- Is an FFI solely because it is an investment entity;
- Is not a QI, WP, or WT; **and**
- Has agreed with the entity identified above (that is not a nonparticipating FFI) to act as the sponsoring entity for this entity.

☐ I certify that the entity identified in Part I:

- Is a controlled foreign corporation as defined in section 957(a);
- Is not a QI, WP, or WT;
- Is wholly owned, directly or indirectly, by the U.S. financial institution identified above that agrees to act as the sponsoring entity for this entity; **and**
- Shares a common electronic account system with the sponsoring entity (identified above) that enables the sponsoring entity to identify all account holders and payees of the entity and to access all account and customer information maintained by the entity including, but not limited to, customer identification information, customer documentation, account balance, and all payments made to account holders or payees.

Part V **Certified Deemed-Compliant Nonregistering Local Bank**

18 ☐ I certify that the FFI identified in Part I:

- Operates and is licensed solely as a bank or credit union (or similar cooperative credit organization operated without profit) in its country of incorporation or organization;
- Engages primarily in the business of receiving deposits from and making loans to, with respect to a bank, retail customers unrelated to such bank and, with respect to a credit union or similar cooperative credit organization, members, provided that no member has a greater than five percent interest in such credit union or cooperative credit organization;
- Does not solicit account holders outside its country of organization;
- Has no fixed place of business outside such country (for this purpose, a fixed place of business does not include a location that is not advertised to the public and from which the FFI performs solely administrative support functions);
- Has no more than $175 million in assets on its balance sheet and, if it is a member of an expanded affiliated group, the group has no more than $500 million in total assets on its consolidated or combined balance sheets; **and**
- Does not have any member of its expanded affiliated group that is a foreign financial institution, other than a foreign financial institution that is incorporated or organized in the same country as the FFI identified in Part I and that meets the requirements set forth in this Part V.

Part VI Certified Deemed-Compliant FFI with Only Low-Value Accounts

19 ☐ I certify that the FFI identified in Part I:

- Is not engaged primarily in the business of investing, reinvesting, or trading in securities, partnership interests, commodities, notional principal contracts, insurance or annuity contracts, or any interest (including a futures or forward contract or option) in such security, partnership interest, commodity, notional principal contract, insurance contract or annuity contract;
- No financial account maintained by the FFI or any member of its expanded affiliated group, if any, has a balance or value in excess of $50,000 (as determined after applying applicable account aggregation rules); **and**
- Neither the FFI nor the entire expanded affiliated group, if any, of the FFI, have more than $50 million in assets on its consolidated or combined balance sheet as of the end of its most recent accounting year.

Part VII Certified Deemed-Compliant Sponsored, Closely Held Investment Vehicle

20 Name of sponsoring entity: _____

21 ☐ I certify that the entity identified in Part I:

- Is an FFI solely because it is an investment entity described in §1.1471-5(e)(4);
- Is not a QI, WP, or WT;
- Has a contractual relationship with the above identified sponsoring entity that agrees to fulfill all due diligence, withholding, and reporting responsibilities of a participating FFI on behalf of this entity; **and**
- Twenty or fewer individuals own all of the debt and equity interests in the entity (disregarding debt interests owned by U.S. financial institutions, participating FFIs, registered deemed-compliant FFIs, and certified deemed-compliant FFIs and equity interests owned by an entity if that entity owns 100 percent of the equity interests in the FFI and is itself a sponsored FFI).

Part VIII Certified Deemed-Compliant Limited Life Debt Investment Entity

22 ☐ I certify that the entity identified in Part I:

- Was in existence as of January 17, 2013;
- Issued all classes of its debt or equity interests to investors on or before January 17, 2013, pursuant to a trust indenture or similar agreement; **and**
- Is certified deemed-compliant because it satisfies the requirements to be treated as a limited life debt investment entity (such as the restrictions with respect to its assets and other requirements under § 1.1471-5(f)(2)(iv)).

Part IX Certified Deemed-Compliant Investment Advisors and Investment Managers

23 ☐ I certify that the entity identified in Part I:

- Is a financial institution solely because it is an investment entity described in §1.1471-5(e)(4)(i)(A); **and**
- Does not maintain financial accounts.

Part X Owner-Documented FFI

Note. This status only applies if the U.S. financial institution or participating FFI to which this form is given has agreed that it will treat the FFI as an owner-documented FFI (see instructions for eligibility requirements). In addition, the FFI must make the certifications below.

24a ☐ (All owner-documented FFIs check here) I certify that the FFI identified in Part I:

- Does not act as an intermediary;
- Does not accept deposits in the ordinary course of a banking or similar business;
- Does not hold, as a substantial portion of its business, financial assets for the account of others;
- Is not an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account;
- Is not owned by or in an expanded affiliated group with an entity that accepts deposits in the ordinary course of a banking or similar business, holds, as a substantial portion of its business, financial assets for the account of others, or is an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account; **and**
- Does not maintain a financial account for any nonparticipating FFI.

Part X Owner-Documented FFI *(continued)*

Check box 24b or 24c, whichever applies.

b ☐ I certify that the FFI identified in Part I:

- Has provided, or will provide, an FFI owner reporting statement that contains:
  - The name, address, TIN (if any), chapter 4 status, and type of documentation provided (if required) of every individual and specified U.S. person that owns a direct or indirect equity interest in the owner-documented FFI (looking through all entities other than specified U.S. persons);
  - The name, address, TIN (if any), chapter 4 status, and type of documentation provided (if required) of every individual and specified U.S. person that owns a debt interest in the owner-documented FFI (including any indirect debt interest, which includes debt interests in any entity that directly or indirectly owns the payee or any direct or indirect equity interest in a debt holder of the payee) that constitutes a financial account in excess of $50,000 (disregarding all such debt interests owned by participating FFIs, registered deemed-compliant FFIs, certified deemed-compliant FFIs, excepted NFFEs, exempt beneficial owners, or U.S. persons other than specified U.S. persons); **and**
  - Any additional information the withholding agent requests in order to fulfill its obligations with respect to the entity.

c ☐ I certify that the FFI identified in Part I has provided, or will provide, an auditor's letter, signed within four years of the date of payment, from an independent accounting firm or legal representative with a location in the United States stating that the firm or representative has reviewed the FFI's documentation with respect to all of its owners and debt holders identified in §1.1471-3(d)(6)(iv)(A)(2), and that the FFI meets all the requirements to be an owner-documented FFI. The FFI identified in Part I has also provided, or will provide, an FFI owner reporting statement of its owners that are specified U.S. persons and Form(s) W-9, with applicable waivers.

Check box 24d if applicable.

d ☐ I certify that the entity identified in line 1 is a trust that does not have any contingent beneficiaries or designated classes with unidentified beneficiaries.

Part XI Restricted Distributor

25a ☐ (All restricted distributors check here) I certify that the entity identified in Part I:

- Operates as a distributor with respect to debt or equity interests of the restricted fund with respect to which this form is furnished;
- Provides investment services to at least 30 customers unrelated to each other and less than half of its customers are related to each other;
- Is required to perform AML due diligence procedures under the anti-money laundering laws of its country of organization (which is an FATF-compliant jurisdiction);
- Operates solely in its country of incorporation or organization, has no fixed place of business outside of that country, and has the same country of incorporation or organization as all members of its affiliated group, if any;
- Does not solicit customers outside its country of incorporation or organization;
- Has no more than $175 million in total assets under management and no more than $7 million in gross revenue on its income statement for the most recent accounting year;
- Is not a member of an expanded affiliated group that has more than $500 million in total assets under management or more than $20 million in gross revenue for its most recent accounting year on a combined or consolidated income statement; **and**
- Does not distribute any debt or securities of the restricted fund to specified U.S. persons, passive NFFEs with one or more substantial U.S. owners, or nonparticipating FFIs.

Check box 25b or 25c, whichever applies.

I further certify that with respect to all sales of debt or equity interests in the restricted fund with respect to which this form is furnished that are made after December 31, 2011, the entity identified in Part I:

b ☐ Has been bound by a distribution agreement that contained a general prohibition on the sale of debt or securities to U.S. entities and U.S. resident individuals and is currently bound by a distribution agreement that contains a prohibition of the sale of debt or securities to any specified U.S. person, passive NFFE with one or more substantial U.S. owners, or nonparticipating FFI.

c ☐ Is currently bound by a distribution agreement that contains a prohibition on the sale of debt or securities to any specified U.S. person, passive NFFE with one or more substantial U.S. owners, or nonparticipating FFI and, for all sales made prior to the time that such a restriction was included in its distribution agreement, has reviewed all accounts related to such sales in accordance with the procedures identified in §1.1471-4(c) applicable to preexisting accounts and has redeemed or retired any, or caused the restricted fund to transfer the securities to a distributor that is a participating FFI or reporting Model 1 FFI securities which were sold to specified U.S. persons, passive NFFEs with one or more substantial U.S. owners, or nonparticipating FFIs.

Part XII Nonreporting IGA FFI

26 ☐ I certify that the entity identified in Part I:

- Meets the requirements to be considered a nonreporting financial institution pursuant to an applicable IGA between the United States and _____;
- Is treated as a _____ under the provisions of the applicable IGA (see instructions); **and**
- If you are an FFI treated as a registered deemed-compliant FFI under an applicable Model 2 IGA, provide your GIIN:

Part XIII Foreign Government, Government of a U.S. Possession, or Foreign Central Bank of Issue

27 ☐ I certify that the entity identified in Part I is the beneficial owner of the payment and is not engaged in commercial financial activities of a type engaged in by an insurance company, custodial institution, or depository institution with respect to the payments, accounts, or obligations for which this form is submitted (except as permitted in §1.1471-6(h)(2)).

Part XIV International Organization

Check box 28a or 28b, whichever applies.

28a ☐ I certify that the entity identified in Part I is an international organization described in section 7701(a)(18).

b ☐ I certify that the entity identified in Part I:

- Is comprised primarily of foreign governments;
- Is recognized as an intergovernmental or supranational organization under a foreign law similar to the International Organizations Immunities Act;
- The benefit of the entity's income does not inure to any private person;
- Is the beneficial owner of the payment and is not engaged in commercial financial activities of a type engaged in by an insurance company, custodial institution, or depository institution with respect to the payments, accounts, or obligations for which this form is submitted (except as permitted in §1.1471-6(h)(2)).

Part XV Exempt Retirement Plans

Check box 29a, b, c, d, e, or f, whichever applies.

29a ☐ I certify that the entity identified in Part I:

- Is established in a country with which the United States has an income tax treaty in force (see Part III if claiming treaty benefits);
- Is operated principally to administer or provide pension or retirement benefits; **and**
- Is entitled to treaty benefits on income that the fund derives from U.S. sources (or would be entitled to benefits if it derived any such income) as a resident of the other country which satisfies any applicable limitation on benefits requirement.

b ☐ I certify that the entity identified in Part I:

- Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are former employees of one or more employers in consideration for services rendered;
- No single beneficiary has a right to more than 5% of the FFI's assets;
- Is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the country in which the fund is established or operated; **and**
  - Is generally exempt from tax on investment income under the laws of the country in which it is established or operates due to its status as a retirement or pension plan;
  - Receives at least 50% of its total contributions from sponsoring employers (disregarding transfers of assets from other plans described in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, other retirement funds described in an applicable Model 1 or Model 2 IGA, or accounts described in §1.1471-5(b)(2)(i)(A));
  - Either does not permit or penalizes distributions or withdrawals made before the occurrence of specified events related to retirement, disability, or death (except rollover distributions to accounts described in §1.1471-5(b)(2)(i)(A) (referring to retirement and pension accounts), to retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, or to other retirement funds described in this part or in an applicable Model 1 or Model 2 IGA); **or**
  - Limits contributions by employees to the fund by reference to earned income of the employee or may not exceed $50,000 annually.

c ☐ I certify that the entity identified in Part I:

- Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are former employees of one or more employers in consideration for services rendered;
- Has fewer than 50 participants;
- Is sponsored by one or more employers each of which is not an investment entity or passive NFFE;
- Employee and employer contributions to the fund (disregarding transfers of assets from other plans described in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, or accounts described in §1.1471-5(b)(2)(i)(A)) are limited by reference to earned income and compensation of the employee, respectively;
- Participants that are not residents of the country in which the fund is established or operated are not entitled to more than 20 percent of the fund's assets; **and**
- Is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the country in which the fund is established or operates.

d ☐ I certify that the entity identified in Part I is formed pursuant to a pension plan that would meet the requirements of section 401(a), other than the requirement that the plan be funded by a trust created or organized in the United States.

e ☐ I certify that the entity identified in Part I is established exclusively to earn income for the benefit of one or more retirement funds described in this part or in an applicable Model 1 or Model 2 IGA, accounts described in §1.1471-5(b)(2)(i)(A) (referring to retirement and pension accounts), or retirement and pension accounts described in an applicable Model 1 or Model 2 IGA.

Part XV Exempt Retirement Plans (Continued)

f ☐ I certify that the entity identified in Part I:

- Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. possession (each as defined in §1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to provide retirement, disability, or death benefits to beneficiaries or participants that are current or former employees of the sponsor (or persons designated by such employees); **or**
- Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. possession (each as defined in §1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to provide retirement, disability, or death benefits to beneficiaries or participants that are not current or former employees of such sponsor, but are in consideration of personal services performed for the sponsor.

Part XVI Entity Wholly Owned by Exempt Beneficial Owners

30 ☐ I certify that the entity identified in Part I:

- Is an FFI solely because it is an investment entity;
- Each direct holder of an equity interest in the investment entity is an exempt beneficial owner described in §1.1471-6 or in an applicable Model 1 or Model 2 IGA;
- Each direct holder of a debt interest in the investment entity is either a depository institution (with respect to a loan made to such entity) or an exempt beneficial owner described in §1.1471-6 or an applicable Model 1 or Model 2 IGA.
- Has provided an owner reporting statement that contains the name, address, TIN (if any), chapter 4 status, and a description of the type of documentation provided to the withholding agent for every person that owns a debt interest constituting a financial account or direct equity interest in the entity; **and**
- Has provided documentation establishing that every owner of the entity is an entity described in §1.1471-6(b), (c), (d), (e), (f) and/or (g) without regard to whether such owners are beneficial owners.

Part XVII Territory Financial Institution

31 ☐ I certify that the entity identified in Part I is a financial institution (other than an investment entity) that is incorporated or organized under the laws of a possession of the United States.

Part XVIII Excepted Nonfinancial Group Entity

32 ☐ I certify that the entity identified in Part I:

- Is a holding company, treasury center, or captive finance company and substantially all of the entity's activities are functions described in §1.1471-5(e)(5)(i)(C) through (E);
- Is a member of a nonfinancial group described in §1.1471-5(e)(5)(i)(B);
- Is not a depository or custodial institution (other than for members of the entity's expanded affiliated group); **and**
- Does not function (or hold itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle with an investment strategy to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes.

Part XIX Excepted Nonfinancial Start-Up Company

33 ☐ I certify that the entity identified in Part I:

- Was formed on (or, in the case of a new line of business, the date of board resolution approving the new line of business) _____ (date must be less than 24 months prior to date of payment);
- Is not yet operating a business and has no prior operating history or is investing capital in assets with the intent to operate a new line of business other than that of a financial institution or passive NFFE;
- Is investing capital into assets with the intent to operate a business other than that of a financial institution; **and**
- Does not function (or hold itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes.

Part XX Excepted Nonfinancial Entity in Liquidation or Bankruptcy

34 ☐ I certify that the entity identified in Part I:

- Filed a plan of liquidation, filed a plan of reorganization, or filed for bankruptcy on _____;
- During the past 5 years has not been engaged in business as a financial institution or acted as a passive NFFE;
- Is either liquidating or emerging from a reorganization or bankruptcy with the intent to continue or recommence operations as a nonfinancial entity; **and**
- Has, or will provide, documentary evidence such as a bankruptcy filing or other public documentation that supports its claim if it remains in bankruptcy or liquidation for more than three years.

Part XXI 501(c) Organization

35 ☐ I certify that the entity identified in Part I is a 501(c) organization that:

- Has been issued a determination letter from the IRS that is currently in effect concluding that the payee is a section 501(c) organization that is dated _____; **or**
- Has provided a copy of an opinion from U.S. counsel certifying that the payee is a section 501(c) organization (without regard to whether the payee is a foreign private foundation).

Part XXII Non-Profit Organization

36 ☐ I certify that the entity identified in Part I is a non-profit organization that meets the following requirements:

- The entity is established and maintained in its country of residence exclusively for religious, charitable, scientific, artistic, cultural or educational purposes;
- The entity is exempt from income tax in its country of residence;
- The entity has no shareholders or members who have a proprietary or beneficial interest in its income or assets;
- Neither the applicable laws of the entity's country of residence nor the entity's formation documents permit any income or assets of the entity to be distributed to, or applied for the benefit of, a private person or non-charitable entity other than pursuant to the conduct of the entity's charitable activities or as payment of reasonable compensation for services rendered or payment representing the fair market value of property which the entity has purchased; **and**
- The applicable laws of the entity's country of residence or the entity's formation documents require that, upon the entity's liquidation or dissolution, all of its assets be distributed to an entity that is a foreign government, an integral part of a foreign government, a controlled entity of a foreign government, or another organization that is described in this Part XXII or escheats to the government of the entity's country of residence or any political subdivision thereof.

Part XXIII Publicly Traded NFFE or NFFE Affiliate of a Publicly Traded Corporation

Check box 37a or 37b, whichever applies.

37a ☐ I certify that:

- The entity identified in Part I is a foreign corporation that is not a financial institution; **and**
- The stock of such corporation is regularly traded on one or more established securities markets, including _____ (name one securities exchange upon which the stock is regularly traded).

b ☐ I certify that:

- The entity identified in Part I is a foreign corporation that is not a financial institution;
- The entity identified in Part I is a member of the same expanded affiliated group as an entity the stock of which is regularly traded on an established securities market;
- The name of the entity, the stock of which is regularly traded on an established securities market, is _____ ; **and**
- The name of the securities market on which the stock is regularly traded is _____ .

Part XXIV Excepted Territory NFFE

38 ☐ I certify that:

- The entity identified in Part I is an entity that is organized in a possession of the United States;
- The entity identified in Part I:
  - Does not accept deposits in the ordinary course of a banking or similar business,
  - Does not hold, as a substantial portion of its business, financial assets for the account of others, or
  - Is not an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account; **and**
- All of the owners of the entity identified in Part I are bona fide residents of the possession in which the NFFE is organized or incorporated.

Part XXV Active NFFE

39 ☐ I certify that:

- The entity identified in Part I is a foreign entity that is not a financial institution;
- Less than 50% of such entity's gross income for the preceding calendar year is passive income; **and**
- Less than 50% of the assets held by such entity are assets that produce or are held for the production of passive income (calculated as a weighted average of the percentage of passive assets measured quarterly) (see instructions for the definition of passive income).

Part XXVI Passive NFFE

40a ☐ I certify that the entity identified in Part I is a foreign entity that is not a financial institution (other than an investment entity organized in a possession of the United States) and is not certifying its status as a publicly traded NFFE (or affiliate), excepted territory NFFE, active NFFE, direct reporting NFFE, or sponsored direct reporting NFFE.

Check box 40b or 40c, whichever applies.

b ☐ I further certify that the entity identified in Part I has no substantial U.S. owners, or

c ☐ I further certify that the entity identified in Part I has provided the name, address, and TIN of each substantial U.S. owner of the NFFE in Part XXX.

Part XXVII Excepted Inter-Affiliate FFI

41 ☐ I certify that the entity identified in Part I:

- Is a member of an expanded affiliated group;
- Does not maintain financial accounts (other than accounts maintained for members of its expanded affiliated group);
- Does not make withholdable payments to any person other than to members of its expanded affiliated group that are not limited FFIs or limited branches;
- Does not hold an account (other than a depository account in the country in which the entity is operating to pay for expenses) with or receive payments from any withholding agent other than a member of its expanded affiliated group; **and**
- Has not agreed to report under §1.1471-4(d)(2)(ii)(C) or otherwise act as an agent for chapter 4 purposes on behalf of any financial institution, including a member of its expanded affiliated group.

Part XXVIII Sponsored Direct Reporting NFFE

42 Name of sponsoring entity: _____

43 ☐ I certify that the entity identified in Part I is a direct reporting NFFE that is sponsored by the entity identified in line 42.

Part XXIX 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:

- The entity identified on line 1 of this form is the beneficial owner of all the income to which this form relates, is using this form to certify its status for chapter 4 purposes, or is a merchant submitting this form for purposes of section 6050W,
- The entity identified 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 income tax treaty, or (c) the partner's share of a partnership's effectively connected income, **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 the entity on line 1 is the beneficial owner or any withholding agent that can disburse or make payments of the income of which the entity on line 1 is the beneficial owner.

I agree that I will submit a new form within 30 days if any certification on this form becomes incorrect.

Sign Here ▶ _____ _____ _____

Signature of individual authorized to sign for beneficial owner | Print Name | Date (MM-DD-YYYY)

☐ **I certify that I have the capacity to sign for the entity identified on line 1 of this form.**

Part XXX Substantial U.S. Owners of Passive NFFE

As required by Part XXVI, provide the name, address, and TIN of each substantial U.S. owner of the NFFE. Please see instructions for definition of substantial U.S. owner.

Name	Address	TIN

Instructions for the Requester of Forms W–8BEN, W–8BEN–E, W–8ECI, W–8EXP, and W–8IMY

(Rev. July 2014)

Department of the Treasury
Internal Revenue Service

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to the Forms W-8 and their instructions for requesters, such as legislation enacted after they were published, go to *Form-W-8,-Certificate-of-Foreign-Status*.

What's New

In 2010, Congress passed the Hiring Incentives to Restore Employment Act of 2010, P.L. 111-147 (the HIRE Act), which added chapter 4 of Subtitle A to the Code, consisting of sections 1471 through 1474 of the Code and commonly referred to as "FATCA" or "chapter 4." Under chapter 4 and the regulations thereunder, a withholding agent that makes withholdable payments on or after July 1, 2014, to a payee that is a foreign financial institution (FFI) generally must withhold 30% on the payment unless the withholding agent is able to treat the FFI as a participating FFI, deemed-compliant FFI, or an exempt beneficial owner. Additionally, a participating FFI or registered deemed-compliant FFI is generally required to perform due diligence procedures to identify its account holders for purposes of chapter 4 and to report or withhold, as appropriate, on such account holders that are U.S. account holders, recalcitrant account holders, or nonparticipating FFIs. A withholding agent is also required to withhold on withholdable payments made on or after July 1, 2014, to a nonfinancial foreign entity (NFFE), unless it is able to treat the NFFE as other than a passive NFFE that fails to identify its substantial U.S. owners (or certify that it does not have any substantial U.S. owners). In January 2013, final regulations were published that provide due diligence, withholding, and reporting rules for both U.S. withholding agents and FFIs under chapter 4 (T.D. 9610, available at *www.irs.gov/irb/2013-15_IRB/ar16.html*). Additionally, temporary and proposed regulations were released in February 2014, providing updated regulations under chapter 4 (T.D. 9657, available at *www.irs.gov/irb/2014-13_IRB/ar06.html*) as well as guidance amending certain of the regulations under chapters 3 and 61 of the Code to coordinate with the requirements of chapter 4 (T.D. 9658, available at *www.irs.gov/irb/2014-13_IRB/ar07.html*). Additional guidance was provided in Notice 2014-33, 2014-21 I.R.B. 1033, available at *www.irs.gov/irb/2014-13_IRB/ar04.html*.

In order to document an account holder or other payee, a withholding agent or an FFI may need to obtain a withholding certificate (i.e., Form W-8 series) to establish the chapter 4 status of a payee or an account holder or the payee's chapter 3 status, or to validate a payee's or an account holder's claim of foreign status when there are U.S. indicia associated with the payee or the account. See *Due Diligence Requirements*, later outlined in these instructions. Forms W-8ECI, W-8EXP, and W-8IMY have been updated to reflect the documentation requirements of chapter 4. Additionally, Form W-8BEN has been divided into two versions — Form W-8BEN for use by individuals and Form W-8BEN-E for use by entities. Form W-8BEN will continue to be used to document nonresident alien individuals, while Form W-8BEN-E will be used to document foreign entities, for purposes of chapters 3 and 4, and under certain other sections of the Code in order to establish their status for withholding or reporting purposes. If you are a withholding agent making a payment of U.S. source fixed or determinable, annual or periodical (FDAP) income, you should continue to fulfill your chapter 3 reporting and withholding obligations (as required) using these forms in addition to using these forms to satisfy any withholding or reporting obligations you may have under chapter 4. These updated forms replace prior versions of Forms W-8.

Purpose of Instructions

These instructions supplement the instructions for the following forms and provide, for each form, notes to assist withholding agents and FFIs in validating the forms for chapter 3 and 4 purposes in addition to outlining the due diligence requirements applicable to withholding agents for establishing a beneficial owner's foreign status and claim for reduced withholding under an income tax treaty. These notes for chapters 3 and 4 are not inclusive of all requirements that may apply to a withholding agent for validating Forms W-8. A withholding agent should also reference the instructions for each Form W-8 and applicable regulations under chapter 3 and chapter 4 describing the requirements for withholding certificates.

- Form W-8BEN, Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals).
- Form W-BEN-E, Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities).

- Form W-8ECI, Certificate of Foreign Person's Claim That Income Is Effectively Connected With the Conduct of a Trade or Business in the United States.
- Form W-8EXP, Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding and Reporting.
- Form W-8IMY, Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding and Reporting.

For general information and the purpose of each of the forms described in these instructions, see those forms and their accompanying instructions. For definitions of terms used and not defined in these instructions, see the Forms W-8 and their accompanying instructions for definitions that also apply for purposes of these instructions.

TIP *Throughout these instructions, a reference to or mention of "Form W-8" includes Forms W-8BEN, W-8BEN-E, W-8ECI, W-8EXP, and W-8IMY.*

Requirements to Withhold

For purposes of sections 1441 and 1442, a withholding agent must withhold 30% of any payment of an amount subject to chapter 3 withholding made to a payee that is a foreign person unless it can associate the payment with documentation (for example, Form W-8 or Form W-9, Request for Taxpayer Identification Number and Certification) upon which it is permitted to rely to treat the payment as made to (a) a payee that is a U.S. person or (b) a beneficial owner that is a foreign person entitled to a reduced rate of or exemption from withholding. See, however, Regulations section 1.1441-1(c)(17), allowing a payment to be associated with documentary evidence rather than a Form W-8 for a payment made outside the United States with respect to an offshore obligation under Regulations section 1.6049-5(c)(1). A withholding agent must also withhold under section 1443 on certain payments to foreign tax-exempt organizations that constitute unrelated business taxable income or are subject to the 4% excise tax imposed by section 4948. However, a withholding agent making a payment to a foreign person need not withhold if the foreign person assumes responsibility for withholding on the payment as a qualified intermediary, a withholding foreign partnership, or a withholding foreign trust and has provided a valid Form W-8IMY certifying to such status. Withholding is also not required if the payment is made to a U.S. branch of a foreign insurance company or foreign bank or a territory financial institution that agrees to be treated as a U.S. person under the requirements of Regulations section 1.1441-1(b)(2)(iv)(A) and provides a valid Form W-8IMY certifying to such status.

Generally, an amount is subject to withholding for purposes of chapter 3 if it is an amount from sources within the United States that is FDAP income. FDAP income is all income included in gross income, including interest (and original issue discount), dividends, rents, royalties, and compensation. FDAP income does not include most gains from the sale of property (including market discount and option premiums). FDAP income also does not include items of income excluded from gross income without regard to the U.S. or foreign status of the owner of the income, such as interest under section 103(a).

Generally, under section 1446, a partnership that allocates effectively connected taxable income (ECTI) to a foreign person must withhold at the highest tax rate applicable to that person for the type of income allocated (for example, ordinary income or capital gains). Unless the partnership is a publicly traded partnership, the partnership must withhold in the year the ECTI is allocable to the foreign partner, rather than the year in which the distribution is made. The partnership may rely on documentation (for example, Form W-8BEN, Form W-8BEN-E, or Form W-9) to determine if the partner is foreign or domestic and the type of partner (for example, individual or corporate). A partnership that does not receive valid documentation or knows or has reason to know that the documentation is incorrect or unreliable must presume the partner is foreign.

For purposes of chapter 4, a withholding agent must withhold 30% of any payment of U.S. source FDAP income that is a withholdable payment (defined in Regulations section 1.1473-1(a)) made to a nonparticipating FFI under Regulations section 1.1471-2(a), an NFFE that is not an excepted NFFE (defined in Regulations section 1.1472-1(c)(1)) and does not disclose its substantial U.S. owners (or certify that it has no substantial U.S. owners) under Regulations section 1.1472-1(b), or an exempt beneficial owner under Regulations section 1.1471-6. In addition, a withholding agent that is a participating FFI must withhold to the extent required under Regulations section 1.1471-4(b) and its FFI agreement, which, in addition to the requirements mentioned in the previous sentence, requires withholding on withholdable payments made to recalcitrant account holders of the FFI. A similar requirement applies in certain cases to certain classes of registered deemed-compliant FFIs. See Regulations section 1.1471-5(f)(1). A participating FFI (or registered deemed-compliant FFI) may use a Form W-8 to document and establish the foreign status of an account holder. See Regulations section 1.1471-5(g) for when a participating FFI or registered deemed-compliant FFI must treat an account holder as a recalcitrant account holder. An FFI that is considered a reporting FFI under a Model 1 or Model 2 intergovernmental agreement (IGA) may apply the requirements of the applicable IGA to document its account holders for purposes of FATCA.

Who Is a Withholding Agent?

Any person, U.S. or foreign, in whatever capacity acting, that has control, receipt, custody, disposal, or payment of an amount subject to withholding for chapter 3 purposes or a withholdable payment for chapter 4 purposes is a withholding agent. The withholding agent may be an individual, corporation, partnership, trust, association, or any other entity, including (but not limited to) any foreign intermediary, foreign partnership, or U.S. branch of certain foreign banks and insurance companies. If several persons qualify as withholding agents for a single payment, the tax required to be withheld must only be withheld once. Generally, the person who pays (or causes to be paid) an amount subject to withholding under

chapter 3 or a withholdable payment to the foreign person (or to its agent) must withhold. See the Instructions for Form 1042, Annual Withholding Tax Return for U.S. Source Income of Foreign Persons, and Form 1042-S, Foreign Person's U.S. Source Income Subject to Withholding, for return filing and information reporting obligations with respect to payments made to foreign persons.

For ECTI allocable to a foreign partner, the partnership is generally the withholding agent and must file Form 8804, Annual Return for Partnership Withholding Tax (Section 1446), Form 8805, Foreign Partner's Information Statement of Section 1446 Withholding Tax, and Form 8813, Partnership Withholding Tax Payment Voucher (Section 1446).

Responsibilities of a Withholding Agent

Chapter 3 and Form 1099 Responsibilities

If you are a withholding agent making a payment of U.S. source interest, dividends, rents, royalties, commissions, nonemployee compensation, other FDAP gains, profits, or income, and certain other amounts (including broker and barter exchange transactions, and certain payments made by fishing boat operators), you are generally required to obtain from the payee either a Form W-9 or a Form W-8. These forms are also used to establish a person's status for purposes of domestic information reporting (for example, on a Form 1099) and backup withholding, including to determine, for purposes of section 6050W, whether a participating payee is a foreign person. If you receive a Form W-9, you must generally make an information return on a Form 1099 (unless the payee has provided a valid code on the form to indicate it is an exempt recipient). If you receive a Form W-8, you are exempt from reporting on Form 1099, but you may have to file Form 1042-S and withhold under the rules applicable to payments made to foreign persons. See the Instructions for Form 1042-S for more information. See, however, Regulations section 1.1441-1(c)(17), allowing a payment to be associated with documentation other than a Form W-8 for a payment made outside the United States with respect to an offshore obligation under Regulations section 1.6049-5(c)(1).

Generally, for purposes of chapter 3, you must withhold 30% from the gross amount of FDAP income paid to a foreign person that is an amount subject to chapter 3 withholding under Regulations section 1.1441-2(a) unless you can reliably associate the payment with a Form W-8 or other permitted documentation. You can reliably associate a payment with a Form W-8 if you hold a valid form, you can reliably determine how much of the payment relates to the form, and you have no actual knowledge or reason to know that any of the information or certifications on the form are unreliable or incorrect. In addition, a partnership that has ECTI allocable to a foreign partner is a withholding agent with respect to that income and must withhold in accordance with the provisions of Regulations sections 1.1446-1 through 1.1446-6. See the Instructions for Forms 8804, 8805, and 8813.

Generally, a foreign person that is a partner in a partnership that submits a Form W-8 for purposes of section 1441 or 1442 will satisfy the documentation requirements under section 1446. However, in some cases the documentation requirements for sections 1441 and 1442 do not match the documentation requirements of section 1446. For example, a partner may generally submit Form W-8BEN-E to establish itself as a foreign person for purposes of section 1446, but a foreign partnership or foreign grantor trust must submit Form W-8IMY and accompanying documentation as provided by Regulations sections 1.1446-1 through 1.1446-6. Also, the owner of a disregarded entity, rather than the entity itself, must submit the appropriate Form W-8 for purposes of section 1446.

Failure to Obtain Form W-8 or Form W-9 — Presumption Rules

If you do not receive a Form W-8 or Form W-9 that you may rely upon, or cannot otherwise determine whether a payment should be treated as made to a U.S. person or to a foreign person, use the presumption rules provided in the Regulations under sections 1441, 1446, 1471, 6045, and 6049. However, you may not withhold at a reduced rate by applying the presumption rules if you have actual knowledge that a higher withholding rate is applicable.

Chapter 4 Responsibilities

For purposes of chapter 4, if you are a withholding agent making a withholdable payment to an entity payee, you must establish the chapter 4 status of the entity payee (as required for chapter 4 purposes) to determine if withholding applies by generally obtaining a Form W-8 that you can reliably associate with the payment. If you are not making a withholdable payment, a valid chapter 4 status is generally not required on the form for the payee, but see the additional requirements for providing a chapter 4 status by an entity providing a Form W-8IMY. You can reliably associate a payment with a Form W-8 for purposes of establishing a payee's chapter 4 status if, prior to the payment, you obtain a valid form that contains the information required for chapter 4 purposes, you can reliably determine how much of the payment relates to the documentation, and you have no actual knowledge or reason to know that any of the information, certifications, or statements in, or associated with, the documentation are unreliable or incorrect for chapter 4 purposes. See Regulations section 1.1471-3(e)(4) for "reason to know" standards for purposes of chapter 4.

Thus, a withholding agent must also determine if a payment is a withholdable payment without regard to exceptions from withholding applicable under chapter 3 and, for each such withholdable payment, must obtain a Form W-8 upon which it is permitted to rely under chapter 4 to determine the chapter 4 status of a payee that is a foreign person for purposes of whether withholding applies under chapter 4. See, however, Regulations section 1.1471-3(d) for cases in which a withholding agent may obtain other documentation to determine an entity payee's chapter 4 status. For a participating FFI or registered deemed-compliant FFI, see the requirements under Regulations section 1.1471-4 or the requirements of an applicable IGA for the

documentation permitted to be used to document an account holder for purposes of FATCA.

If you determine that you are making a withholdable payment to an entity and cannot reliably associate the payment with a Form W-8 or other permitted documentation that is valid for chapter 4 purposes, you are required to treat the entity payee as a nonparticipating FFI such that withholding applies under Regulations section 1.1471-2(a). If you are making a withholdable payment to an NFFE, you must withhold under Regulations section 1.1472-1 unless the NFFE (or other entity that is the beneficial owner of the payment) certifies on Form W-8 that it does not have any substantial U.S. owners or identifies its substantial U.S. owners or is a class of NFFE that certifies its status on Form W-8 to obtain an exemption from these requirements. See also Regulations sections 1.1471-2(a)(4)(ii) and 1.1472-1(b)(2) for transition rules for withholdable payments made to entities prior to July 1, 2016, for which withholding (and establishing a payee's chapter 4 status) is not generally required before that date. If you are a withholding agent that is a participating FFI, you are required to withhold on withholdable payments made to accounts held by recalcitrant account holders as well as to nonparticipating FFIs (including entities treated as nonparticipating FFIs under the chapter 4 presumption rules) under Regulations section 1.1471-4(b). See Regulations section 1.1471-4(c) for the standards of knowledge applicable to participating FFIs when documenting their account holders. A participating FFI acting as a withholding agent with respect to a withholdable payment made to an NFFE that is not an account holder of the participating FFI must also withhold to the extent required under Regulations section 1.1472-1 and, as applicable, based on the chapter 4 presumption rules. If you make a withholdable payment to a payee (including a payee that is not an account holder), you may be required to report the payment on Form 1042-S or on Form 8966, FATCA Report, or both, to the extent required in the instructions for those forms. See the Instructions for Form 1042-S and Form 8966 for more information.

You may use the Form W-8 received from a payee or an account holder documenting the payee or account holder in connection with your withholding and reporting obligations under chapter 4 (in addition to those under chapter 3).

Do not send Forms W-8 to the IRS. Instead, keep the forms in your records for as long as they may be relevant to the determination of your tax liability under section 1461 (for payments subject to withholding under chapter 3), section 1474 (for withholdable payments under chapter 4), or Regulations section 1.1471-4(c)(2)(iv) (for an FFI documenting account holders).

Requesting Form W-8

Request a Form W-8 described in these instructions from any person to whom you are making a payment that you presume or otherwise believe to be a foreign person. You should request the form before making a payment so that you have the form when you make the payment. A withholding agent or payer that fails to obtain a Form W-8 or Form W-9 and fails to withhold as required under the presumption rules may be assessed tax at the 30% rate or backup withholding rate of 28%, as well as interest and penalties for lack of compliance. See later in the discussion of Form W-8IMY as to the extent that form is required to be collected by a withholding agent making a payment to a qualified securities lender.

A partnership should request a Form W-8 or W-9 from any partner that is allocated income that is effectively connected with the conduct of the partnership's U.S. trade or business. A partnership that fails to withhold as required under section 1446 is liable for the tax required to be withheld. In addition, the partnership may be liable for interest, penalties, and additions to the tax even if there is no underlying tax liability due from a foreign partner on its allocable share of partnership ECTI.

When you receive a completed Form W-8, you must review it for completeness and accuracy with respect to the claims made on the form. This responsibility extends to the information attached to Form W-8, including for Form W-8IMY, withholding statements, beneficial owner withholding certificates, or other documentation and information to the extent such documentation is required to be associated with the Form W-8IMY. See below for specific requirements for each type of Form W-8. You may accept a valid Form W-8 for chapter 3 or 61 (for Form 1099 reporting) purposes that does not contain a valid chapter 4 status for an entity payee with respect to payments that you determine are not withholdable payments. Otherwise, you must request a chapter 4 status be provided in accordance with these instructions. See *Notes for Validating Form W-8IMY*, later in these instructions, for when a chapter 4 status is required on Form W-8IMY.

If you are a withholding agent making a withholdable payment or a payment subject to chapter 3 withholding and you make the payment to an intermediary, you must obtain documentation (for example, Form W-8IMY) from such intermediary (including the intermediary's chapter 4 status if the payment is also a withholdable payment), as well as any required documentation from the beneficial owner or owners of the payment.

Requesting Prior Form W-8 Versions

For purposes of chapter 3, a withholding agent can request the prior version of Form W-8 if the form is executed before the end of the six month period beginning with the month after the revision date shown on the form, and may rely on the form until the form's period of validity expires. See Regulations sections 1.1441-1(e)(4)(ii) and (viii)(C). For purposes of chapter 4, a withholding agent may request the prior version of Form W-8 but may rely on the prior version of the form only to the extent permitted under the allowance for reliance on a pre-FATCA Form W-8. See Regulations section 1.1471-3(d)(1) regarding reliance on a pre-FATCA Form W-8 for chapter 4 purposes and the period of validity for a form used for this purpose. Notwithstanding the above, for purposes of both chapters 3 and 4, a withholding agent making a payment to, or documenting, an entity payee or account holder can request the prior version of a Form W-8BEN-E, W-8IMY, W-8EXP, or W-8ECI prior to January 1, 2015, and with respect to chapter 3 may rely on the form to the extent

otherwise permitted until the form's period of validity expires (subject to a change in circumstances), but with respect to chapter 4 may rely on the form only to the extent permitted under the allowance for reliance on a pre-FATCA Form W-8. A withholding agent may rely on a prior version of a Form W-8 described in the preceding sentence only if it is provided to the withholding agent prior to January 1, 2015. Also see Notice 2014-33, 2014-21 I.R.B. 1033, available at *www.irs.gov/irb/2014-13_IRB/ar07.html* for when a withholding agent may treat an obligation open before January 1, 2015, as a preexisting obligation for purposes of applying the due diligence procedures under chapter 4.

FFI's Requirement To Request Form W-8 To Document Account Holders

If you are an FFI maintaining an account for an account holder, you may be required to perform due diligence procedures to identify and document a U.S. account holder or entity account holder even if you are not making a payment that is a withholdable payment (or an amount subject to chapter 3 withholding) to the account holder. You may also use Forms W-8 to document the chapter 4 status of a foreign account holder regardless of whether you make a payment that is a withholdable payment or an amount subject to chapter 3 withholding to the account holder, and to validate a claim of foreign status made by the account holder when the account has certain U.S. indicia. For example, an FFI may treat an individual account holder that has U.S. indicia (as described in Regulations section 1.1471-4(c)(5)(iv)(B)) as a foreign person for purposes of its U.S. account reporting requirements when the individual provides a withholding certificate (Form W-8BEN) and certain documentary evidence establishing foreign status. Similar documentation rules apply to a registered deemed-compliant FFI for chapter 4 purposes. See Regulations section 1.1471-5(f)(1).

In the case of an FFI documenting an account holder of an account that the FFI determines is excepted as a financial account under Regulations section 1.1471-5(b)(2), a Form W-8 (or other permitted documentation for chapter 4 purposes) need not be provided unless the form is associated with amounts subject to withholding under chapter 3. In such a case, a valid chapter 4 status need not be provided on the form (only the information needed for chapter 3 purposes with respect to the account holder).

Requirements for Payment Settlement Entities (PSEs)

Under section 6050W, a PSE is required to report certain payments on Form 1099-K made to a participating payee if the PSE does not establish the foreign status of the payee. A Form W-8BEN, W-8BEN-E, or W-8ECI (as applicable) may be used for this purpose. See the requirements of section 6050W for when other documentation may be used for this purpose.

Special Rules for Requesting Specific Types of Forms W–8

Form W–8BEN

Request Form W-8BEN from any foreign individual to whom you are making a payment subject to chapter 3 withholding or a withholdable payment if he or she is the beneficial owner of the income, whether or not he or she is claiming a reduced rate of, or exemption from, withholding (including under an applicable income tax treaty). In addition, if you are a partnership, request Form W-8BEN for purposes of section 1446 from any foreign partner that is an individual who is allocated ECTI. A beneficial owner is required to enter a U.S. taxpayer identification number (TIN) on line 5 if he or she is submitting the form to a partnership that conducts a trade or business in the United States.

Also request Form W-8BEN when an individual payee may claim an exception from domestic information reporting on Form 1099 (including section 6050W) and backup withholding under section 3406 as a foreign person for certain types of income, including broker proceeds, short-term original issue discount, bank deposit interest, foreign source interest, dividends, rents, or royalties.

Finally, request Form W-8BEN if you are a participating FFI or registered deemed-compliant FFI required to establish the foreign status of an individual account holder for chapter 4 purposes or under the requirements of an applicable IGA, absent obtaining other applicable documentation that may be used for this purpose under chapter 4 or the IGA.

TIN requirements for Forms W-8BEN. You should request the individual payee's foreign TIN to be completed on line 6 of the Form W-8BEN if the payee is providing the Form W-8BEN with respect to an obligation held at your U.S. office and you are a financial institution. If a foreign TIN is not provided for the payee in this case, you may not treat the Form W-8BEN as valid if you know that the payee has a foreign TIN that it has not provided, unless you have a record of the TIN in your account files that you are able to report on Form 1042-S. In any other case in which the foreign TIN is not provided, you must obtain the individual payee's date of birth on line 8 in order to treat the Form W-8BEN as valid unless you otherwise have the individual payee's date of birth in your account files for the payee that you are able to report on a Form 1042-S. Note that a future revision to Form W-8BEN may require you to obtain both a foreign TIN and date of birth for a payee described in this paragraph.

Form W–8BEN–E

Request Form W-8BEN-E from any foreign entity to which you are making a payment of an amount subject to chapter 3 withholding or a withholdable payment if the entity is the beneficial owner of the income, whether or not it is claiming a reduced rate of, or exemption from, withholding (including under an applicable income tax treaty). A foreign reverse hybrid entity claiming treaty benefits on its own behalf should submit to you a Form W-8BEN-E with respect to the income for which treaty

benefits are being claimed even though it is not the beneficial owner of the income under U.S. tax principles. See *Special Requirements for Hybrid and Reverse Hybrid Entities*, later in these instructions, for further requirements for chapter 4 purposes. In addition, if you are a partnership, request Form W-8BEN-E for purposes of section 1446 from any foreign partner that is an entity that is allocated ECTI (other than a foreign partner that is a partnership, grantor trust, or person or organization that qualifies to file Form W-8EXP). A beneficial owner is required to enter a U.S. TIN for section 1446 purposes on line 8 if it is submitting the form to a partnership that conducts a trade or business in the United States. Also request Form W-8BEN-E when an entity payee may claim an exception from domestic information reporting as a foreign person (including for section 6050W purposes) or to establish that certain income from notional principal contracts is not effectively connected with the conduct of a U.S. trade or business for purposes of the reporting requirements on Form 1042-S for such payments. See Regulations section 1.1441-4.

For a Form W-8BEN-E that is associated with a withholdable payment to a foreign entity, you must obtain a valid chapter 4 status for the entity to the extent required for chapter 4 purposes to determine if withholding applies under chapter 4, and must obtain an applicable certification in Parts IV through XXVIII unless provided otherwise in the instructions for Form W-8BEN-E (see *Alternative Certifications Under an Applicable IGA*, below). Also, see Regulations section 1.1471-1(b)(19) (defines chapter 4 status). A valid chapter 4 status is not required to be provided when the form is associated with a payment subject to chapter 3 withholding that is not a withholdable payment, when the payment is made with respect to a preexisting obligation before January 1, 2016, to the extent provided in Regulations section 1.1471-2(a)(4)(ii) or 1.1472-1(b)(2), or the payment is made to an account that is excepted as a financial account under Regulations section 1.1471-5(b)(2).

If you are a participating FFI or registered deemed-compliant FFI, request Form W-8BEN-E (or other permitted documentation) to document the chapter 4 status of an entity account holder, regardless of whether you make a withholdable payment or an amount subject to chapter 3 withholding to such entity when you are required to do so under your chapter 4 due diligence requirements or under the requirements of an applicable IGA.

Alternative Certifications Under an Applicable IGA

If you are an FFI covered under a Model 1 IGA or Model 2 IGA using Form W-8BEN-E to document account holders pursuant to the due diligence requirements of Annex I of an applicable IGA, you may be permitted to request alternative certifications from your account holders in accordance with the requirements of and definitions applicable to the IGA to which you are subject instead of the certifications in Parts IV through XXVIII of the Form W-8BEN-E (which are based on the regulations under chapter 4). You should provide those certifications to account holders that provide you with a Form W-8BEN-E, and the account holder should attach the completed certification to the Form W-8BEN-E in lieu of completing a certification otherwise required in Parts IV through XXVIII of the form. In such a case, you must provide a written statement to the account holder stating that you have provided the alternative certification to meet your due diligence requirements under an applicable IGA and must associate the certification with the Form W-8BEN-E.

If you are a withholding agent (including an FFI), you may also request and rely upon an alternative certification from an entity account holder to establish that the account holder is an NFFE (rather than a financial institution) under an applicable IGA. An entity providing such a certification will still be required, however, to provide its chapter 4 status (i.e., the type of NFFE) in Part I, line 5, as determined under the regulations or IGA, whichever is applicable to the withholding agent. For example, if you are a U.S. withholding agent that receives a Form W-8BEN-E from an entity account holder certifying to its status as a publicly traded NFFE, you may request a written certification that the entity is not a financial institution as defined under the IGA applicable to the entity and document it under the regulations by obtaining the NFFE's certification of its chapter 4 status in Part I, line 5. However, a nonprofit organization treated as an active NFFE under Annex I of an applicable IGA may provide an alternative certification that it is an NFFE that qualifies as a nonprofit organization under an applicable IGA. In such a case, the nonprofit organization will not be required to check a box in Part I, line 5, and the withholding agent may treat the entity as an excepted NFFE.

If you receive an alternative certification under an applicable IGA described in the preceding paragraphs, you may rely on such certification unless you know or have reason to know the certification is incorrect.

Requirements for Obtaining and Verifying a Global Intermediary Identification Number (GIIN)

If you receive a Form W-8BEN-E from an entity payee that is identified in Part I, line 1, that is claiming chapter 4 status as a participating FFI (including a reporting Model 2 FFI) or registered deemed-compliant FFI (including a reporting Model 1 FFI), or a nonreporting IGA FFI under a Model 2 IGA, provided that the nonreporting IGA FFI is treated as a registered deemed-compliant FFI under the Model 2 IGA, you must obtain and verify the entity's GIIN against the published IRS FFI list. See Regulations sections 1.1471-3(d)(4)(i) and 1.1471-3(e)(3).

If you make a withholdable payment to a direct reporting NFFE, you must obtain and verify the direct reporting NFFE's GIIN against the published IRS FFI list.

For payments made prior to January 1, 2016, a registered deemed-compliant FFI that is a sponsored FFI, or a direct reporting NFFE that is a sponsored direct reporting NFFE, must provide the GIIN of its sponsoring entity to you if it has not obtained its own GIIN. See Regulations section 1.1471-3(e)(3)(iv) for the requirements to verify the GIIN against the published IRS FFI list for withholdable payments made to direct reporting NFFEs and sponsored direct reporting NFFEs.

If you make a withholdable payment to a branch of an FFI identified in a box shown on Part II of the form that provides you a GIIN, you must verify against the FFI list the GIIN (if applicable) provided in Part II, line 13, rather than the GIIN for the entity provided in Part I, line 9a.

You may only accept a Form W-8BEN-E with Part II completed if the entity shown in Part II is an FFI that is a branch of the entity identified in line 1 and the branch is receiving a withholdable payment or if the entity shown in Part II is a disregarded entity that is identified in Part I, line 3, as receiving the payment. If you receive such a Form W-8BEN-E from a branch or disregarded entity described in the preceding sentence that is receiving such a payment associated with the form, you must verify the GIIN of the branch or disregarded entity against the published IRS FFI list and not that of the entity identified in Part I, line 1.

For a withholdable payment made to a certified deemed-compliant FFI that is a sponsored, closely held investment vehicle, you must obtain a GIIN for the sponsoring entity and verify it against the published IRS FFI list.

If you receive a Form W-8BEN-E from an entity payee that is claiming chapter 4 status as a participating FFI, reporting Model 1 FFI, reporting Model 2 FFI, registered deemed-compliant FFI, direct reporting NFFE, sponsored direct reporting NFFE, or sponsoring entity of an NFFE that contains "Applied for" in the box for the GIIN, the payee must provide its GIIN within 90 days of providing the form. A Form W-8BEN-E from such a payee that does not include a GIIN, or includes a GIIN that does not appear on the published IRS FFI list, will be invalid for purposes of chapter 4 beginning on the date that is 90 days after the date the form is provided. See Regulations section 1.1471-3(e)(3)(iii) and (iv).

Prior to January 1, 2015, if you receive a Form W-8BEN-E from an entity payee that is claiming chapter 4 status as a reporting Model 1 FFI, you are not required to obtain the entity payee's GIIN. A form from such an entity without the GIIN is valid for payments made prior to January 1, 2015.

You may accept a GIIN that is indicated and clearly identified on the form rather than provided as required in box 9a or another box permitted in the Instructions for Form W-8BEN-E if the GIIN is clearly identified as being furnished with respect to the box.

If you receive a Form W-8 from a payee or an account holder that contains a TIN or GIIN, you may not rely on the TIN or GIIN if the number provided is incomplete or truncated.

Further Notes for Validating Form W-8BEN-E

Part I, Line 4 (Chapter 3 Status). If you receive a Form W-8BEN-E from an entity that indicates in Part I, line 4, that the entity is a disregarded entity, partnership, simple trust, or grantor trust, and the entity has checked "No" in Part I, line 4, of the Form W-8BEN-E, then you should not accept the Form W-8BEN-E if the form is used with respect to payments that are subject to chapter 3 withholding. In such a case, you should request the entity complete a Form W-8IMY, if the entity is a partnership, simple trust, or grantor trust, or have the owner of a disregarded entity complete the appropriate Form W-8 based on the owner's characteristics if the entity is a disregarded entity. An FFI documenting an account holder under its chapter 4 requirements or under an applicable IGA may, however, accept the Form W-8BEN-E when the entity account holder does not receive payments subject to chapter 3 withholding or withholdable payments associated with the form.

Part I, Line 5 (Chapter 4 Status). If you receive a Form W-8BEN-E from an entity that is a certified deemed-compliant FFI under Regulations section 1.1471-5(f)(2), a deemed-compliant FFI under an applicable IGA, or an exempt beneficial owner, the entity should not check the box in Part I, line 5, of Form W-8BEN-E for Nonparticipating FFI (including a limited FFI or an FFI related to a Reporting IGA FFI other than a registered deemed-compliant FFI or participating FFI). Instead, it should check the appropriate box for its status as a certified deemed-compliant FFI, nonreporting IGA FFI, or exempt beneficial owner. See the Instructions for Part I, line 5, of Form W-8BEN-E.

Part I, Line 9 (Foreign TIN). You should request the entity payee's foreign TIN to be completed on line 9b of the Form W-8BEN-E if you are a financial institution maintaining the payee's obligation at your U.S. office. If the foreign TIN is not provided, you may not treat the Form W-8BEN-E as valid if you know that the entity payee has a foreign TIN that it has not provided, unless you have record of the TIN in your account files that you are able to report on Form 1042-S.

Part X, Line 24 (Owner-Documented FFI). You may accept a Form W-8BEN-E from an entity claiming status as an owner-documented FFI that you agree to treat as an owner-documented FFI that does not check box 24d in Part X regardless of whether you know that the entity is a trust that has one or more contingent beneficiaries. You may accept this certificate (and may otherwise treat an entity as an owner-documented FFI) only if you are a designated withholding agent under the chapter 4 regulations.

Form W–8ECI

Request Form W-8ECI from any foreign person or organization to which you are making a payment if it is the beneficial owner of the income and it claims that the income is effectively connected with the conduct of a trade or business in the United States. However, request a Form W-8BEN or W-8BEN-E (as applicable) from a foreign partner that is allocated income that is effectively connected with the conduct of the partnership's trade or business in the United States, unless the foreign partner has made an election under section 871(d) or section 882(d).

Notes for Form W-8ECI

If you are an FFI maintaining accounts for account holders and you receive a Form W-8ECI from an account holder,

you may also need to obtain other documentation for determining the account holder's chapter 4 status to meet your documentation requirements as a participating FFI or registered deemed-compliant FFI.

If you receive a Form W-8ECI without a U.S. TIN entered on line 7, you may not treat the income as effectively connected with a U.S. trade or business and you must apply the appropriate presumption rules.

Your receipt of Form W-8ECI serves as a representation by the payee or beneficial owner that the items of income identified on line 11 are effectively connected with the conduct of a trade or business within the United States. Therefore, if a beneficial owner provides you with a Form W-8ECI, you may treat all of the U.S. source income identified on line 11 paid to that beneficial owner as effectively connected with the conduct of a trade or business within the United States and not as a withholdable payment for purposes of chapter 4 (see Regulations section 1.1473-1(a)(4)(ii)). Therefore, a chapter 4 status is not required for a payee who provides a valid Form W-8ECI, except in the circumstances described above (for an FFI documenting an account holder under its chapter 4 requirements or the requirements of an applicable IGA).

If you pay items of income that are not identified on line 11 by the beneficial owner as effectively connected with the conduct of a trade or business within the United States, you are generally required to obtain from the beneficial owner another type of Form W-8.

You may not treat an amount as income effectively connected with the conduct of a trade or business within the United States unless the beneficial owner gives you a valid Form W-8ECI. However, there are exceptions for income paid on notional principal contracts and payments made to certain U.S. branches.

Notional principal contracts reportable on Form 1042-S. Withholding at a 30% rate is not required on amounts paid under the terms of a notional principal contract whether or not a Form W-8ECI is provided (except when a payment made under such contract is U.S. source income, such as a dividend equivalent amount under section 871(m)). However, if the income is effectively connected with the conduct of a U.S. trade or business, it is reportable by the withholding agent on Form 1042-S (regardless of whether the payment is U.S. source income). A withholding agent must treat income as effectively connected with the conduct of a U.S. trade or business, even if a Form W-8ECI has not been received, if the income is paid to a qualified business unit of a foreign person located in the United States or if the income is paid to a qualified business unit of a foreign person located outside the United States and the withholding agent knows, or has reason to know, the payment is effectively connected with the conduct of a U.S. trade or business. However, a payment is not treated as effectively connected with the conduct of a U.S. trade or business if the payee provides a Form W-8BEN-E representing that the income is not effectively connected with a U.S. trade or business or makes a representation in a master agreement that governs the transactions in notional principal contracts between the parties (for example, an International Swaps and Derivatives Association agreement), or in the confirmation on the particular notional principal contract transaction, that the payment is not effectively connected with the conduct of a U.S. trade or business. See Regulations section 1.1441-4(a)(3)(ii) and the instructions for Form W-8BEN-E described earlier.

Payments to certain U.S. branches treated as effectively connected income. Payments to U.S. branches of certain foreign persons that have not agreed to be treated as U.S. persons under Regulations section 1.1441-1(b)(2)(iv)(A) and that have provided a U.S. TIN are presumed to be effectively connected with the conduct of a trade or business within the United States even if the foreign person (or its U.S. branch) does not give you a Form W-8ECI or withholding certificates with respect to other persons receiving the payment for which a Form W-8IMY is provided by the U.S. branch.

If Form W-8IMY or the branch's EIN is not provided, the income paid cannot be treated as effectively connected income, and the withholding agent must withhold when the payment is collected by the branch on behalf of other persons.

Form W-8EXP

Request Form W-8EXP from any foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession to which you are making a payment subject to chapter 3 withholding if such person is claiming an exemption from withholding under sections 1441, 1442, and 1443 pursuant to section 115(2), 501(c), 892, or 895, or claiming a reduced rate of withholding under section 1443(b).

A withholding agent making a withholdable payment will also be required to determine the chapter 4 status of the person submitting Form W-8EXP to determine an exemption from withholding under chapter 4. In some instances, for example, a payee that is claiming an exemption from withholding under sections 1441, 1442, and 1443 will also be an exempt beneficial owner that is not subject to withholding for purposes of chapter 4. See Regulations section 1.1471-6. You should also request Form W-8EXP when the government, organization, or other entity referred to in the first sentence of this paragraph is claiming an exemption from withholding under chapter 4 as an exempt beneficial owner under Regulations section 1.1471-6, as a tax-exempt organization under section 501(c), or as an entity with another chapter 4 status to which withholding under chapter 4 does not apply (among the chapter 4 statuses shown on Form W-8EXP). See line 4 of Form W-8EXP for the chapter 4 statuses that may be claimed on this form.

If you are an FFI documenting an account holder that is a tax-exempt organization or exempt beneficial owner under Regulations section 1.1471-6 to which you do not pay amounts subject to withholding under chapter 3, you may instead require that the account holder complete Form W-8BEN-E to establish its status for chapter 4 purposes. For purposes other than documenting a payee

or account holder claiming a reduced rate of withholding pursuant to section 115(2), 501(c), 892, 895, or 1443, you may request Form W-8BEN-E (such as to establish only the entity's foreign status) or W-8ECI (to establish that the income is effectively connected with a U.S. trade or business).

A Form W-8EXP submitted by a foreign person for purposes of withholding under sections 1441 through 1443 will also establish that partner's foreign status for purposes of section 1446. However, except as provided in Regulations section 1.1446-3(c)(3) (regarding certain tax-exempt organizations described in section 501(c)), the submission of Form W-8EXP will have no effect on whether the partner is subject to withholding under section 1446.

A withholding agent may treat a payee as an international organization without requiring a Form W-8EXP if the name of the payee is one designated as an international organization by Executive Order (pursuant to 22 U.S.C. 288 through 288(f)) and other facts surrounding the payment reasonably indicate that the beneficial owner of the payment is an international organization. With regard to amounts derived from bankers' acceptances for chapter 3 purposes, a withholding agent may treat a payee as a foreign central bank of issue without requiring a Form W-8EXP if the name of the payee and other facts surrounding the payment reasonably indicate that the beneficial owner of the payment is a foreign central bank of issue.

A U.S. TIN is required if the beneficial owner is claiming an exemption based solely on a claim of tax-exempt status as a foreign private foundation (or other foreign organization described under section 501(c)). However, a U.S. TIN is not required from a foreign private foundation that is subject to the 4% excise tax on gross investment income (under section 4948(a)) on income that would be exempt from withholding except for section 4948(a) (for example, portfolio income).

Form W–8IMY

Request Form W-8IMY from any person that is an intermediary (whether a qualified intermediary (QI) or a nonqualified intermediary, including certain U.S. branches or territory financial institutions), a withholding foreign partnership (WP), a withholding foreign trust (WT), or a flow-through entity to which you make a withholdable payment or payment that is a reportable amount (as described in Regulations section 1.1441-1(e)(3)(vi)). A flow-through entity includes a foreign partnership (other than a WP), a foreign simple or grantor trust (other than a WT), and, for any payments for which a treaty benefit is claimed, any entity to the extent it is treated as fiscally transparent under section 894. See the Instructions for Form W-8IMY for when a Form W-8IMY is required to be provided by a U.S. branch. Form W-8IMY should also be provided by an entity to claim status as a qualified securities lender (QSL) with respect to payments of U.S. source substitute dividends and may be relied upon regardless of whether the QSL acts as an intermediary with respect to substitute dividends associated with the form. In a case in which an entity certifies on Form W-8IMY its status as a QSL, you may make payments of substitute dividends to this entity without requiring a withholding statement when the QSL provides a written statement that it is not acting as an intermediary with respect to such payments associated with the form or certifies its status as a QI. Additionally, you may rely on documentation that does not include a chapter 4 status for an account holder or an intermediary or flow-through entity when the withholding statement provided by such entity indicates that the payment is made to an account excluded as a financial account under Regulations section 1.1471-5(b)(2).

The chapter 4 status of an intermediary or flow-through entity is also required on the form if the form is associated with a withholdable payment and you are required to determine the entity's status for chapter 4 purposes. Except to the extent provided otherwise in applicable regulations, appropriate withholding certificates, documentary evidence, and withholding statements must be associated with Form W-8IMY for both chapter 3 and 4 purposes or you must apply the presumption rules. See the Instructions for Form W-8IMY for details on these requirements, including the requirements for chapter 3 withholding rate pools permitted to be provided to withholding agents by QIs, and when chapter 4 withholding rate pools may be included in withholding statements provided by intermediaries and flow-through entities. A participating FFI or registered deemed-compliant FFI may also request Form W-8IMY from an intermediary or flow-through entity that is an account holder of the participating FFI or registered deemed-compliant FFI to establish its chapter 4 status (when required for chapter 4 purposes) or status under an applicable IGA even when no payments subject to chapter 3 withholding or withholdable payments are made to the account. In such a case, a withholding statement is not required.

Notes for Validating Form W-8IMY

TIN, Chapter 4 Status, and Withholding Statement. A QI, WP, or WT must provide the EIN that was issued to the entity in such capacity (its QI-EIN, WP-EIN, or WT-EIN) as well as its GIIN if it is an FFI (other than a QI that is a limited FFI), a direct reporting NFFE, or a sponsoring entity as required for chapter 4 purposes when it is receiving a withholdable payment associated with the Form W-8IMY unless an exception for providing a chapter 4 status applies (for example, a Form W-8IMY provided with respect to a preexisting account (see Regulations section 1.1471-2(a)(4)(ii)). See the Instructions for Form W-8BEN-E and the discussion of Form W-8BEN-E earlier in these instructions for the requirements with respect to obtaining and validating a GIIN that also apply with respect to an entity providing a Form W-8IMY, including when a branch of an FFI receives a withholdable payment and when a GIIN is not required on Form W-8IMY and when a chapter 4 status is not required on this form. Because status as a QI, WP, or WT for a financial institution is limited to certain classes of FFIs, for Forms W-8IMY associated with withholdable payments, a withholding agent must validate that the QI, WP, or WT certifies its status when required for chapter 4 purposes described in Regulations sections 1.1441-1(e)

(5)(ii) (for a QI), 1.1441-5(c)(2) (for a WP), or 1.1441-5(e)(5)(v) (for a WT). However, for certain QIs that are not financial institutions, you may request the written statement described later in these instructions to establish its chapter 4 status. Also see the Instructions for Form W-8IMY and the section 1441 regulations for the permitted chapter 4 statuses of these entities.

A U.S. TIN is also required for an entity certifying its status as a QSL with respect to U.S. source substitute dividend payments and for a U.S. branch or territory financial institution providing a Form W-8IMY to evidence its agreement to be treated as a U.S. person. In a case in which you make a payment of a substitute dividend to a QSL for which you are required to determine the QSL's chapter 4 status, you must collect Form W-8IMY. In a case in which a QSL's chapter 4 status is not required, you may continue to rely on the written certification of its compliance with the requirements of QSL status as required in Section III.C of Notice 2010-46, 2010-24 I.R.B. 757, available at *www.irs.gov/irb/2010-24_IRB/ar09.html*, until such certification expires.

A chapter 4 status is also required on a Form W-8IMY when the intermediary or flow-through entity providing the form is a participating FFI or registered deemed-compliant FFI that is using the form to provide a withholding statement allocating a payment to a chapter 4 withholding rate pool of U.S. payees (in addition to when a chapter 4 status is otherwise required for withholdable payments). Additionally, for a Form W-8IMY provided by an intermediary allocating a payment to such a pool, the intermediary must provide the certification required on the form in Part IV with respect to its compliance with the requirements of Regulations section 1.6049-4(c)(4) (or similar requirement under chapter 61 for a payment other than interest). In the case of a QI providing a withholding statement allocating a payment to this pool, the QI must check the applicable certification(s) in Part III, line 14e(i) and/or 14e(ii). If the QI provides the certification in line 14e(i), the QI must certify to its chapter 4 status as a participating FFI (including a reporting Model 2 FFI) or registered deemed-compliant FFI (including a reporting Model 1 FFI.)

If a participating FFI or registered deemed-compliant FFI that is an intermediary or flow-through entity provides you with a withholding statement and documentation for its account holders and payees, you are not required to verify the information on the account holders and payees provided in the documentation for chapter 4 purposes unless it is facially incorrect, and you are not required to obtain supporting documentation for the payee in addition to the information provided on the withholding statement unless you are obtaining the documentation for purposes of chapter 3 or 61, or unless you know that the documentation review conducted by the participating FFI or registered deemed-compliant FFI was not adequate for purposes of chapter 4. See Regulations section 1.1471-3(e)(4)(vi)(B) for standards that apply in such a case to determine that chapter 4 withholding does not apply (such that you may then determine the rate of withholding applicable for chapter 3 purposes).

A QI that is a limited FFI may provide a Form W-8IMY associated with a withholding statement allocating a payment to a pool of exempt beneficial owners for which the QI is receiving the payment.

For a QI providing this form that is not an FFI, the entity is not required to provide a chapter 4 status on Form W-8IMY and need not check a box in Part I, line 5. You may request that the entity certify, on a statement associated with the form, that the entity is a QI that is an NFFE to clarify its chapter 4 status as other than an FFI.

An intermediary or flow-through entity may provide a status for chapter 4 purposes found under the requirements of (and documentation permitted under) an applicable IGA for an account holder, and a withholding agent may rely upon such status and documentation. Additionally, see the earlier instructions for Form W-8BEN-E and Form W-8IMY for further details on alternative certifications that may be requested by withholding agents for such cases.

1446 requirements. Request Form W-8IMY for purposes of section 1446 only from a foreign upper-tier partnership or foreign grantor trust. Generally, for purposes of section 1446, the Form W-8IMY submitted by these entities is used to transmit the forms of the owners of these entities. When such other forms are provided, a partnership may look through these entities to the beneficial owners when determining its section 1446 tax obligation.

Special Requirements for Hybrid and Reverse Hybrid Entities

A hybrid entity is any person (other than an individual) that is treated as fiscally transparent (rather than as a beneficial owner) for purposes of declaring its status under the Code but is not treated as fiscally transparent by a country with which the United States has an income tax treaty. A hybrid entity, however, may be considered a payee for chapter 4 purposes when receiving a withholdable payment when it is a flow-through entity (i.e., not a disregarded entity) in addition to its partners, beneficiaries, or owners as applicable. See Regulations section 1.1471-3(a) (defining who is a payee of a withholdable payment) and Regulations section 1.1471-3(d) for entities required to be documented for chapter 4 purposes.

If you are making a payment to a hybrid entity that is making a claim for treaty benefits as a qualified resident under an applicable tax treaty on its own behalf, the hybrid entity should provide a Form W-8BEN-E to claim treaty benefits. If the hybrid entity is receiving a payment that is a withholdable payment, it should also provide to you a Form W-8IMY along with a withholding statement (if required) establishing the chapter 4 status of each of its partners, beneficiaries, or owners as a condition for providing the rate of withholding under the treaty on the entire payment. If the hybrid entity is a disregarded entity, the single owner should provide a Form W-8BEN-E or W-8BEN (as applicable) along with the Form W-8BEN-E for the hybrid entity. Line 10 of the Form W-8BEN-E may be used by the hybrid entity to associate the Forms W-8.

For an entity that is a reverse hybrid entity receiving a withholdable payment, you should obtain a Form

W-8BEN-E from the entity to establish its chapter 4 status. Additionally, with respect to a payment for which the entity is claiming a reduced rate of withholding for its partners, beneficiaries, or owners, as applicable, you have obtained from the entity a Form W-8IMY with applicable documentation with respect to claims of treaty benefits for reduced withholding made by partners, beneficiaries, or owners in the entity. Otherwise, withholding will apply under chapter 4 based on the presumptions under Regulations section 1.1473-1(f) regardless of whether otherwise valid treaty claims are made by such persons.

Due Diligence Requirements

You are responsible for ensuring that all information relating to the type of income for which Form W-8 is submitted is complete and appears to be accurate and, for an entity providing the form, includes a chapter 4 status (if required as described above). In general, you may rely on the information and certifications provided on the form (including the status of the beneficial owner as an individual, corporation, etc.) unless you have actual knowledge or reason to know that the information is unreliable or incorrect. You have reason to know that the information is unreliable or incorrect if you have knowledge of relevant facts or statements contained in the withholding certificate or other documentation that would cause a reasonably prudent person in your position to question the claims made. For example, if you have information in your records that contradicts information provided on the form, you may not rely on the form. If you know or have reason to know that any information is unreliable or incorrect, you must obtain a new Form W-8 or other appropriate documentation.

Reason to know. You have reason to know that a Form W-8 is unreliable or incorrect if the Form W-8 is incomplete with respect to any item that is relevant to the claims made, the form contains any information that is inconsistent with the claims made, the form lacks information necessary to establish that the beneficial owner is entitled to a reduced rate of withholding, or the withholding agent has other account information that is inconsistent with the claims made. See, however, the allowance to use other documentation to validate a Form W-8 for an inconsequential error on a Form W-8 described below in these instructions.

If you are a withholding agent that is a financial institution (as defined in Regulations section 1.1471-5(e)), insurance company, or a broker or dealer in securities that maintains an account for a direct account holder (beneficial owner) making a payment of U.S. source FDAP income to a direct account holder, you have reason to know that a Form W-8BEN or W-8BEN-E provided by the direct account holder is unreliable or incorrect for such payments if one or more of the following circumstances exist with respect to a claim of foreign status for chapter 3 or 4 purposes or a claim of treaty benefits. In that case, you must either request a new form or the additional documentation to substantiate the claims on the form. See Regulations section 1.1441-7(b)(3) for the limits on reason to know for the entities referenced in this paragraph for purposes of chapter 3. See Regulations section 1.1471-3(e)(4)(v) for when a withholding agent may rely on a code or classification under Regulations section 1.1471-3(c)(5)(ii)(B) to treat an entity as a foreign person for chapter 4 purposes (including the U.S. indicia relevant for such purposes). For participating FFIs documenting the status of account holders for purposes of the FFI's chapter 4 requirements, see Regulations section 1.1471-4(c).

A withholding agent described above may not rely on a Form W-8BEN or Form W-8BEN-E if:

1. The withholding agent has classified the account holder as a U.S. person in its account information, the Form W-8 has a current permanent residence address or a current mailing address in the United States, the withholding agent has a current residence or current mailing address in the United States as part of its account information, the account holder notifies the withholding agent of a new residence or mailing address in the United States, or, only to the extent described in Regulations section 1.1441-7(b)(5), the withholding agent has a U.S. telephone number as the sole telephone number for the account holder. However:

a. An individual who has provided a Form W-8BEN may be treated as a foreign person if:

- The withholding agent has in its possession or obtains documentary evidence (as described in Regulations section 1.1471-3(c)(5)(i)) (which does not contain a U.S. address) supporting the claim of foreign status, and the individual provides the withholding agent with a reasonable explanation, in writing, supporting his or her claim of foreign status,
- For a payment made outside the U.S. with respect to an offshore obligation (as defined in Regulations section 1.6049-5(c)(1)), the withholding agent has in its possession or obtains documentary evidence establishing foreign status (as described in Regulations section 1.1471-3(c)(5)(i)) that does not contain a U.S. address,
- With respect to an offshore obligation (as defined in Regulations section 1.6049-5(c)(1)), the withholding agent classifies the individual as a resident of the country where the obligation is maintained and is required to report payments to the individual annually to the tax authority of the country in which the obligation is maintained and that country has an income tax treaty or information exchange agreement in effect with the United States, or
- The withholding agent has classified the account holder as a U.S. person in its account information, and the withholding agent has in its possession or obtains documentary evidence (as described in Regulations section 1.1471-3(c)(5)(i)(B)) evidencing citizenship in a country other than the United States.

b. An entity that has provided a Form W-8BEN-E may be treated as a foreign person if the withholding agent does not know or have reason to know that it is a flow-through entity and:

- The withholding agent has in its possession or obtains documentation establishing foreign status (as described in Regulations section 1.1471-3(c)(5)(i) and as applicable to entities) that substantiates that the entity is actually organized or created under the laws of a foreign country, or
- For a payment made with respect to an offshore obligation (as defined in Regulations section 1.6049-5(c)(1)), the withholding agent classifies the entity as a

resident of the country in which the account is maintained, the withholding agent is required to report a payment made to the entity annually to the tax authority of the country in which the account is maintained and that country has an income tax treaty or tax information exchange agreement in effect with the United States.

2. The form is provided with respect to an offshore obligation and the account holder has provided standing instructions directing the withholding agent to pay amounts from its account to an address in, or an account maintained in, the United States, unless the account holder provides a reasonable explanation in writing that supports its foreign status or provides documentary evidence (as described in Regulations section 1.1471-3(c)(5)(i)) supporting its foreign status.

3. The Form W-8BEN is provided by an individual and is used to establish foreign status and the withholding agent has, either on accompanying documentation or as part of its account information, an unambiguous indication of a place of birth for the individual in the United States, unless the withholding agent has in its possession or obtains documentary evidence (described in Regulations section 1.1471-3(c)(5)(i)(B)) evidencing citizenship in a country other than the United States and either:

- A copy of the individual's Certificate of Loss of Nationality of the United States, or
- A reasonable written explanation of the account holder's renunciation of U.S. citizenship or the reason the account holder did not obtain U.S. citizenship at birth.

4. The Form W-8 is used to establish residence in a treaty country and:

a. The permanent residence address is not in the treaty country or the withholding agent is notified of a new permanent residence address that is not in the treaty country. However, the beneficial owner may be treated as a resident of the treaty country if it provides a reasonable explanation for the permanent residence address outside the treaty country or the withholding agent has in its possession, or obtains, documentary evidence described in Regulations section 1.1471-3(c)(5)(i) that establishes residency in the treaty country.

b. The mailing address is not in the treaty country or the withholding agent has a mailing address that is not in the treaty country as part of its account information. However, the beneficial owner may be treated as a resident of the treaty country if:

- The withholding agent has in its possession, or obtains, documentary evidence supporting the claim of residence in the treaty country and the additional documentation does not contain an address outside the treaty country,
- The withholding agent has in its possession, or obtains, documentation that establishes that the beneficial owner is an entity organized in a treaty country (or an entity managed and controlled in a treaty country, if required by the applicable treaty),
- The withholding agent knows that the address outside the treaty country (other than a P.O. box or in-care-of address) is a branch of the account holder that is a resident of the treaty country, or
- The beneficial owner provides a written statement that reasonably establishes entitlement to treaty benefits.

c. The account holder has standing instructions for the withholding agent to pay amounts from its account to an address outside, or an account maintained outside, the treaty country unless the account holder provides (or has provided) a reasonable explanation, in writing, establishing the account holder's residency in the applicable treaty country or the withholding agent has in its possession or obtains documentary evidence (described in Regulations section 1.1471-3(c)(5)(i)) establishing the account holder's residence in the applicable treaty country.

For additional information on the standards of knowledge for chapter 3 purposes applicable to withholding agents for relying on a claim of foreign status or a claim of residency in a treaty country, see Regulations section 1.1441-7(b) (including special rules for accounts documented before July 1, 2014, including when a withholding agent is required to identify whether an individual has a U.S. place of birth for such an account).

For additional information on the standards of knowledge applicable to withholding agents for Forms W-8 provided for chapter 4 purposes, see Regulations section 1.1471-3(e).

Where required, a reasonable explanation supporting an individual's claim of foreign status means a written statement prepared by the individual, or, in the alternative, a checklist provided by the withholding agent and completed by the individual stating that the individual meets one of the requirements listed in Regulations section 1.1441-7(b)(12)(i) through (iv). See Regulations section 1.1441-7(b)(12) for purposes of chapter 3 and Regulations section 1.1471-3(e)(4)(viii) for purposes of chapter 4.

Dual claims. If you are making payments to a foreign entity that is simultaneously claiming a reduced rate of tax on its own behalf and on behalf of persons in their capacity as interest holders in that entity, you may, at your option, accept the dual claims even though you hold different withholding certificates that require you to treat the entity inconsistently for different payments or for different portions of the same payment, or you may choose to apply only the claim made by the entity, provided the entity may be treated as the beneficial owner of the income. If, however, inconsistent claims are made for the same portion of a payment, you may either reject both claims and request consistent claims or you may choose which reduction to apply. For partnerships that allocate effectively connected taxable income to partners that are foreign partnerships, the rules under section 1.1446-5 apply.

Requesting a New Form W-8

Request a new Form W-8:

- Before the expiration of the validity period of an existing Form W-8 (see *Period of Validity* below for more information);
- If the existing form does not support a claim of reduced rate for a type of income that the submitter of the form has not previously received or is incomplete with respect to any claim made on the form; or

• If you know or have reason to know of a change in circumstances that makes any information on the current form unreliable or incorrect for purposes of chapter 3 or 4 (to the extent applicable based on the claims made on the form). For limits on reason to know if you are a financial institution, insurance company, or broker or dealer in securities, see Regulations sections 1.1441-7(b)(3) (if you are a withholding agent with respect to a payment subject to chapter 3 withholding) and 1.1471-3(d)(4)(v) (if you are a withholding agent with respect to a withholdable payment).

Example. A foreign individual investor opens an account with a broker to purchase U.S. Treasury bonds and provides Form W-8BEN to obtain the portfolio interest exemption. The investor does not complete Part II of Form W-8BEN (because he is not claiming treaty benefits). Later, the investor purchases U.S. stock and claims treaty benefits on dividend income. The investor at that time completes a new Form W-8BEN providing the information required in Part II.

Period of Validity

Generally, a Form W-8 is valid from the date signed until the last day of the third succeeding calendar year. For example, a Form W-8BEN signed on September 30, 2015, remains valid through December 31, 2018. However, under certain conditions a Form W-8 will have an indefinite validity period, unless there has been a change in circumstances. For example, a Form W-8BEN-E provided by an entity to support its foreign status along with documentary evidence to support a claim made on the form. To determine the period of validity for a Form W-8 for purposes of chapter 3, see Regulations section 1.1441-1(e)(4)(ii). To determine the period of validity for a Form W-8 for purposes of chapter 4, see Regulations section 1.1471-3(c)(6)(ii). For the validity period of a pre-FATCA Form W-8 that may be relied upon by a withholding agent for chapter 4 purposes, see Regulations section 1.1471-3(d)(1).

Forms Received That Are Not Dated or That Contain Inconsequential Errors or Omissions

If a Form W-8 is valid except that the person providing the form has not dated the form, the withholding agent may date the form from the day it is received and measure the validity period from that date. A withholding agent generally may treat a withholding certificate as valid if it contains an error or omission that is inconsequential and the withholding agent has sufficient documentation on file to supplement the missing information. However, a failure to establish an entity type or make a required certification is not inconsequential. For example, if an entity beneficial owner receiving a withholdable payment selects a certified deemed-compliant FFI status on line 5 of Form W-8BEN-E but does not complete the corresponding required certifications in Part V, the form is invalid for chapter 4 purposes. On the other hand, for a Form W-8 for which the person signing the form does not also print a name before the signature when required on the form, the withholding agent need not treat the form as incomplete if the withholding agent has documentation or information supporting the identity of the person signing the form. See Regulations sections 1.1441-1(b)(7)(iv) for chapter 3 purposes and 1.1471-3(c)(7)(i) for chapter 4 purposes for further information about the rules for withholding certificates that contain inconsequential errors.

Substitute Forms W–8

You may develop and use your own Form W-8BEN, W-8BEN-E, W-8ECI, W-8EXP, or W-8IMY (a substitute form) if its content is substantially similar to the IRS's official Form W-8BEN, W-8BEN-E, W-8ECI, W-8EXP, or W-8IMY (to the extent required by these instructions) and it satisfies certain certification requirements. You may develop and use a substitute form that is in a foreign language, provided that you make an English translation of the form and its contents available to the IRS upon request. You may combine Forms W-8BEN, W-8BEN-E, W-8ECI, W-8EXP, and W-8IMY into a single substitute form. A form that satisfies these substitute forms requirements may be treated as a similar agreed form for purposes of an applicable Model 1 IGA, if the partner jurisdiction does not decline such treatment.

You may omit the chapter 4 certifications on your substitute form if such certifications are not required based on the payments made to the payees or account holders. You may not, however, omit the chapter 4 certifications if you are an FFI documenting the chapter 4 status of your account holders under your chapter 4 requirements or under an applicable IGA. You may choose to provide a substitute form that does not include all of the chapter 4 statuses provided on the Form W-8, but the substitute form must include any chapter 4 status for which withholding may apply, such as the categories for a nonparticipating FFI or passive NFFE.

You are also required to furnish instructions for the substitute form to the extent and manner provided in the official instructions for the official form.

You may incorporate a substitute Form W-8 into other business forms you customarily use, such as account signature cards, provided the required certifications are clearly set forth. However, you may not:

1. Use a substitute form that requires the payee, by signing, to agree to provisions unrelated to the required certifications, or

2. Imply that a person may be subject to 30% withholding or backup withholding unless that person agrees to provisions on the substitute form that are unrelated to the required certifications.

A substitute Form W-8 is valid only if it contains the same penalties of perjury statement and certifications as the official forms and the required signature. However, if the substitute form is contained in some other business form, the words "information on this form" may be modified to refer to that portion of the business form containing the substitute form information. The design of the substitute form must be such that the information and certifications that are being attested to by the penalties of perjury statement clearly stand out from any other information contained in the form.

Content of Substitute Form

Form W-8BEN. The substitute Form W-8BEN must contain all of the information required in Part I, lines 1 through 7, and line 8. The certifications in Part II must be included in a substitute form only if treaty benefits are claimed, and then only to the extent that the certifications are required. For example, Form W-8BEN, line 10, special rates and conditions (applicable to a claim for treaty benefits), is not required if this form is being requested from an individual receiving a payment of U.S. source dividends from stocks that are actively traded on an established securities market.

Penalties of perjury statement. The design of the substitute Form W-8BEN must be such that the information and certifications that are being attested to by the penalties of perjury statement clearly stand out from any other information contained on the form. Additionally, the following statement must be presented in the same manner as in the preceding sentence and must appear immediately above the single signature line: "The Internal Revenue Service does not require your consent to any provisions of this document other than the certifications required to establish your status as a non-U.S. individual and, if applicable, obtain a reduced rate of withholding."

Non-IRS Form for Individuals

A withholding agent may also substitute its own form for an official Form W-8BEN, regardless of whether the substitute form is titled as a Form W-8. The form must include the name and address of the individual that is the payee or beneficial owner, all countries in which the individual is resident for tax purposes, the individual's city and country of birth, and a tax identification number, if any, for each country of residence. The form may also request other information required for purposes of tax or anti-money laundering (AML) due diligence in the United States or in other countries.

Penalties of perjury statement. A non-IRS form for individuals must contain a signed and dated certification made under penalties of perjury that the information provided on the form is accurate and will be updated by the individual within 30 days of a change in circumstances that causes the form to become incorrect. However, the signed certification provided on a form need not be signed under penalties of perjury if the form is accompanied by documentary evidence that supports the individual's claim of foreign status. Such documentary evidence may be the same documentary evidence that is used to support foreign status in the case of a payee whose account has U.S. indicia as described in Regulations sections 1.1471-3(e) and 1.1471-4(c)(4)(i)(A).

Form W-8BEN-E. The substitute Form W-8BEN-E must contain all of the information required in Part I, lines 1 through 6, and lines 8 and 9 if a U.S. or foreign TIN (or a GIIN) is required. The certifications in Part II must be included in a substitute form if you are making a withholdable payment to a branch or disregarded entity owned by the payee that is a class of FFI identified in Part II operating in a jurisdiction other than the jurisdiction of residency of the entity named in Part I of the form. See discussion regarding payments to branches or disregarded entities in *Further Notes for Validating Form W-8BEN-E*, earlier in these instructions. The certifications in Part III must be included only if treaty benefits are claimed, and then only to the extent that the certifications are required. See *Alternative Certifications Under an Applicable IGA*, earlier in these instructions, for circumstances in which the chapter 4 certifications may be replaced with alternative certifications.

Penalties of perjury statement. The design of the substitute Form W-8BEN-E must be such that the information and certifications that are being attested to by the penalties of perjury statement clearly stand out from any other information contained on the form. Additionally, the following statement must be presented in the same manner as in the preceding sentence and must appear immediately above the single signature line: "The Internal Revenue Service does not require your consent to any provisions of this document other than the certifications required to establish your status as a non-U.S. person, establish your chapter 4 status (if required), and, if applicable, obtain a reduced rate of withholding. "

Form W-8ECI. The substitute Form W-8ECI must contain all of the information required in Part I other than line 9. The certifications in Part II of Form W-8ECI must be included in a substitute form.

Penalties of perjury statement. The design of the substitute Form W-8ECI must be such that the information and certifications that are being attested to by the penalties of perjury statement clearly stand out from any other information contained on the form. Additionally, the following statement must be presented in the same manner as in the preceding sentence and must appear immediately above the single signature line: "The Internal Revenue Service does not require your consent to any provisions of this document other than the certifications required to establish your status as a non-U.S. person and that the income for which this form is provided is effectively connected with the conduct of a trade or business within the United States."

Form W-8EXP. The substitute Form W-8EXP must contain all of the information required in Part I, lines 1 through 5, line 7, if a U.S. TIN is required, and line 8. The substitute Form W-8EXP must also contain all of the statements and certifications contained in Parts II and III as applicable with respect to the purpose for which the form is provided, but a specific statement needs to be included (in its entirety) only if it is relevant to the type of entity providing the form. For example, if the only beneficial owners a U.S. withholding agent has as account holders are foreign governments for purposes of both chapters 3 and 4, the withholding agent may use a substitute Form W-8EXP that contains the required information in Part I, plus the required statements and certifications from Parts II and III that are related to foreign governments, as opposed to the certifications for other types of entities that would otherwise be providing the Form W-8EXP.

Penalties of perjury statement. The design of the substitute Form W-8EXP must be such that the information and certifications that are being attested to by the penalties of perjury statement clearly stand out from any other information contained on the form. Additionally, the following statement must be presented in the same

manner as in the preceding sentence and must appear immediately above the single signature line: "The Internal Revenue Service does not require your consent to any provisions of this document other than the certifications required to establish your status as a foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession."

Form W-8IMY. The substitute Form W-8IMY must contain all of the information required in Part I, lines 1 through 6, line 8 if a U.S. TIN is required, and line 9, if a GIIN is required. The information required in Part II must be included in a substitute form if you are making a withholdable payment to a branch or disregarded entity provided by the payee that is a class of FFI identified in Part II operating in a jurisdiction other than the jurisdiction of residence of the entity named in Part I of the form. See discussion regarding payments to branches or disregarded entities in *Further Notes for Validating Form W-8BEN-E*, earlier in these instructions. The substitute Form W-8IMY must also contain all of the statements and certifications relevant to chapter 3 contained in Parts III through VIII if you are making a payment subject to withholding under chapter 3 and, except as otherwise indicated in the form's instructions, the statements and certifications relevant to the chapter 4 status contained in Parts IX through XXVI for the intermediary or flow-through entity providing the form if you are making a withholdable payment or if you are an FFI documenting your account holders for purposes of chapter 4 or the applicable IGA. However, a specific part needs to be included (in its entirety) only if it is relevant. For example, if the only intermediaries to which a U.S. withholding agent makes payments are qualified intermediaries that are participating FFIs, the withholding agent may use a substitute Form W-8IMY that contains only the required information from Part I (including line 9 to collect the intermediaries' GIINs), plus the statements and certifications from Part III. A substitute Form W-8IMY must also incorporate the same attachments as the official form (such as a withholding statement and beneficial owner documentation, to the extent otherwise required). A withholding agent may also include any information in a substitute Form W-8IMY, or require any information to be associated with the form, that is reasonably related to his obligation to withhold and correctly report payments.

Penalties of perjury statement. The design of the substitute Form W-8IMY must be such that the information and certifications that are being attested to by the penalties of perjury statement clearly stand out from any other information contained on the form. Additionally, the following statement must be presented in the same manner as in the preceding sentence and must appear immediately above the single signature line: "The Internal Revenue Service does not require your consent to any provisions of this document other than the certifications required to establish:1) your status as a qualified intermediary, a nonqualified intermediary, a specific type of U.S. branch, a withholding foreign partnership, a withholding foreign trust, a nonwithholding foreign partnership, a nonwithholding foreign simple trust, or a nonwithholding foreign grantor trust; 2) your chapter 4 status; and/or 3) your status as a qualified securities lender."

FORM W-9 (REQUEST FOR TAXPAYER IDENTIFICATION NUMBER)

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.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. *"Other payments" include payments made in the course of the* requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CERTIFICATION OF SPONSOR AND PRINCIPALS

CERTIFICATION OF SPONSOR AND PRINCIPALS
PURSUANT TO PART 23
OF THE REGULATIONS ISSUED
PURSUANT TO GENERAL BUSINESS LAW
ARTICLE 23-A AS AMENDED

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

Re: Condominium Offering Plan
57-63 Greene Street Condominium
57-63 Greene Street
New York, New York

We are the sponsor and the principals of sponsor of the condominium offering plan for the captioned property.

We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Department of Law in Part 23, and such other laws and regulations as may be applicable.

We have read the entire offering plan. We have investigated the facts set forth in the offering plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the offering plan does, and that documents submitted hereafter by us which amend or supplement the offering plan will:

(i) set forth the detailed terms of the transaction and be complete, current and accurate;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

(iii) not omit any material fact;

(iv) not contain any untrue statement of a material fact;

(v) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

(vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) not contain any representation or statement which is false, where we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representation or statement made.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made.

We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal law.

SPONSOR:

GREENE MERCER HOLDINGS LLC

Sworn to before me
this 22nd day of January, 2016

Notary Public

By: _____
Michael A. Betancourt, Vice President

ALISA A. ZAITA
Notary Public, State of New York
No. 01ZA6108117
Qualified in Queens County
Commission Expires February 2, 2020

PRINCIPALS OF SPONSOR:

MERCER GREENE INVESTORS LLC

By: AION Greene LLC, its Manager

By: AION General Partners LLC,
its sole Member

By: AION Partners LLC,
its sole Member

Sworn to before me
this 22nd day of January, 2016

Notary Public

By: _____
Michael A. Betancourt, Authorized Signatory

ALISA A. ZAITA
Notary Public, State of New York
No. 01ZA6108117
Qualified in Queens County
Commission Expires February 2, 2020

Sworn to before me
this 26th day of January, 2016

Notary Public

Siraj Dadabhoy

Sworn to before me
this 22nd day of January, 2016

Notary Public

Michael A. Betancourt

ALISA A. ZAITA
Notary Public, State of New York
No. 01ZA6108117
Qualified in Queens County
Commission Expires February 2, 2020

CANDICE S. COLLIER
Notary Public, State of New York
No. 01CO6188349
Qualified in Bronx County
Commission Expires June 9, 2016

{60059158 }

CERTIFICATION OF ARCHITECT

MARREN AND **NEWMAN** ARCHITECTS

177 DUANE STREET
S. #4
NEW YORK NY 10013

T 212 353-2100
M 917 992-5369

PETER MARREN AIA, LEED AP

pm@marrenandnewman.com

11 November 2015

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

Attn: Real Estate Financing Bureau

Certification of Sponsor's Architect Pursuant to Section 23.4(d) of the Regulations Issued Pursuant to Article 23A of the General Business Law.

Re: 57 – 63 Greene Street
New York, NY

The sponsor of the offering plan to convert the captioned property to condominium ownership retained my firm to prepare a report disclosing the condition of the property (the "Report"). Currently under construction, I last visually inspected the property on 15 October 2015 and prepared the original report dated 11 November 2015, a copy of which is intended to be incorporated into the offering plan so that prospective purchasers may rely on the Report.

I understand that I am responsible for complying with Article 23-A of the General Business Law and regulations promulgated by the Department of Law in Part 23 insofar as they are applicable to this Report.

I have read the entire Report and investigated the facts set forth in the Report and the facts underlying it and conducted the visual inspection referred to above with due diligence in order form a basis for this certification. I certify that the report and all documents prepared by me disclose all the material facts which were then discernible from a visual inspection of the property. This certification is made for the benefit of all persons to whom this offer is made. I certify that the Report based on my visual inspection:

i. sets forth in narrative form the overall physical condition of the entire property and is current and accurate as of the date of inspection;

ii. in my professional opinion affords potential investors, purchases and participants and adequate basis upon which to found their judgment concerning the physical condition of the property;

iii. does not omit any material fact to my knowledge;

iv. does not contain any untrue statement of a material fact to my knowledge;

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 in my opinion;

vii. does not contain any representation or statement which is false, where I:

a) knew the truth

b) with reasonable effort could have know the truth;

c) made no reasonable effort to ascertain the truth; or

d) did not have knowledge concerning the representation or statement made.

viii. It is to be understood that all aspects of the physical condition of the property cannot be determined by a visual inspection and that all statements contained in this certification are premised on and limited to such visual inspection

I further certify that I am not owned or controlled by and have no beneficial interest in the sponsor and that my compensation for preparing this Report is not contingent on the conversion of the property to a condominium or the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.

Respectfully,

MARREN AND NEWMAN ARCHITECTS

Peter Marren, RA
Partner

Sworn to before me this
11th day of November, 2015

Howard F. Goldstein

HOWARD F. GOLDSTEIN
Notary Public, State of New York
No. 01GO4821441
Qualified in New York County
Commission Expires Oct. 31, 2018

CERTIFICATION OF BUDGET EXPERT

HALSTEAD
PENMARK

PART 23: CERTIFICATION BY EXPERT AS TO ADEQUACY OF CONDOMINIUM BUDGET

September 14, 2015

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

Re: Condominium Offering Plan
57-63 Greene Street Condominium
57-63 Greene Street
New York, New York ("Property")

Dear Sir/Madam:

The sponsor of the condominium offering plan for the captioned property retained our firm to review the Schedule B containing projections of income and expenses for the first year of condominium operation as well as Schedule B-1, the projected individual Unit energy costs. Penmark Management LLC has been engaged in the management of mixed use and Residential real estate for many years, manages approximately 85 cooperative and condominium buildings and is licensed as a real estate broker in the State of New York.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 23 insofar as they are applicable to the Schedules.

We have reviewed the Schedule and investigated the facts set forth in the Schedule B and Schedule B-1 and the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential buildings.

We certify that the projections in the Schedule 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; and the individual energy costs for the First year of Condominium operation;

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PENMARK

(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;

(vii) do not contain any representation or statement which is false, where I/we:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by the sponsor. We understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the income or expenses or of the individual energy costs for the first year of condominium operation. This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made.

We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

PENMARK MANAGEMENT, LLC

By: _____
Leslie Bogen Winkler
Senior Vice President

Sworn to before me this
14 day of _____, 2015

_____
Notary Public

STUART B. SHAPIRO
Notary Public, State of New York
No. 02SH6002248
Qualified in Suffolk County
Commission Expires Feb. 02, 20__

CERTIFICATION OF BUDGET EXPERT CONCERNING ADEQUACY OF COMMON CHARGES PAYABLE BY COMMERCIAL UNIT OWNER

HALSTEAD
PENMARK

CERTIFICATION BY EXPERT ON ADEQUACY OF COMMON CHARGES
PAYABLE BY THE COMMERCIAL UNIT OWNER

September 14, 2015

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

Re: Condominium Offering Plan
57-63 Greene Street Condominium
57-63 Greene Street
New York, New York ("Property")

Dear Sir/Madam:

The sponsor of the condominium offering plan for the captioned property retained our firm to prepare Schedule B and the footnotes thereto, containing projections of common charges payable by the owner of the commercial unit. We have had experience in this field for many years in the New York metropolitan area and we are experienced in the management of residential properties. The company currently manages approximately 85 condominium or cooperative apartment buildings in New York City.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 23 insofar as they are applicable to the commercial unit listed in Schedule B.

We have reviewed the Schedule as it impacts up on the commercial 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 common charges payable by the owners of the commercial unit appear reasonable and adequate under existing circumstances to meet the anticipated operating expenses fairly attributable to such commercial unit for the projected first year of condominium operation, and that the allocation of common charges attributable to the commercial 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 commercial unit:

(i) set forth in detail the projected common charges for the commercial unit 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 common charges payable by the owner of the commercial unit;

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PENMARK

(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 the 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 the sponsor. We understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the common charges fairly attributable to the commercial unit 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 and Penal Law.

PENMARK MANAGEMENT, LLC

By: _____
Leslie Bogen Winkler
Senior Vice President

Sworn to before me this
_____ day of _____, 2015

_____
Notary Public

STUART B. SHAPIRO
Notary Public, State of New York
No. 02SH6002248
Qualified in Suffolk County
Commission Expires Feb. 02, 20_18

REAL PROPERTY LAW SECTION 339-KK

McKinney's 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 has 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.

Credits
(Added L. 1998, c. 422, § 3, eff. July 22, 1998.)

GENERAL BUSINESS LAW SECTION 352-EEEE

§ 352–eeee. Conversions to cooperative or condominium ownership in the city of New York [Eff. until June 15, 1997. See note below.]

1. As used in this section, the following words and terms shall have the following meanings:

(a) "Plan". Every offering statement or prospectus submitted to the department of law pursuant to section three hundred fifty-two-e of this article for the conversion of a building or group of buildings or development from residential rental status to cooperative or condominium ownership or other form of cooperative interest in realty, other than an offering statement or prospectus for such conversion pursuant to article two, eight or eleven of the private housing finance law.

(b) "Non-eviction plan". A plan which may not be declared effective until written purchase agreements have been executed and delivered for at least fifteen percent of all dwelling units in the building or group of buildings or development by bona fide tenants in occupancy or bona fide purchasers who represent that they intend that they or one or more members of their immediate family intend to occupy the unit when it becomes vacant. As to tenants who were in occupancy on the date a letter was issued by the attorney general accepting the plan for filing, the purchase agreement shall be executed and delivered pursuant to an offering made in good faith without fraud and discriminatory repurchase agreements or other discriminatory inducements.

(c) "Eviction plan". A plan which, pursuant to the provisions of this section, can result in the eviction of a non-purchasing tenant by reason of the tenant failing to purchase pursuant thereto, and which

may not be declared effective until at least fifty-one percent of the bona fide tenants in occupancy of all dwelling units in the building or group of buildings or development on the date the offering statement or prospectus was accepted for filing by the attorney general (excluding, for the purposes of determining the number of bona fide tenants in occupancy on such date, eligible senior citizens and eligible disabled persons) shall have executed and delivered written agreements to purchase under the plan pursuant to an offering made in good faith without fraud and with no discriminatory repurchase agreements or other discriminatory inducements.

(d) "Purchaser under the plan". A person who owns the shares allocated to a dwelling unit or who owns such dwelling unit itself.

(e) "Non-purchasing tenant". A person who has not purchased under the plan and who is a tenant entitled to possession at the time the plan is declared effective or a person to whom a dwelling unit is rented subsequent to the effective date. A person who sublets a dwelling unit from a purchaser under the plan shall not be deemed a non-purchasing tenant.

(f) "Eligible senior citizens". Non-purchasing tenants who are sixty-two years of age or older on the date the attorney general has accepted the plan for filing, and the spouses of any such tenants on such date, and who have elected, within sixty days of the date the attorney general has accepted the plan for filing, on forms promulgated by the attorney general and presented to such tenants by the offeror, to become non-purchasing tenants under the provisions of this section; provided that such election shall not preclude any such tenant from subsequently purchasing the dwelling unit on the terms then offered to tenants in occupancy.

(g) "Eligible disabled persons". Non-purchasing tenants who have an impairment which results from anatomical, physiological or psychological conditions, other than addiction to alcohol, gambling, or any controlled substance, which are demonstrable by medically acceptable clinical and laboratory diagnostic techniques, and which are expected to be permanent and which prevent the tenant from engaging in any substantial gainful employment on the date the attorney general has accepted the plan for filing, and the spouses of any such tenants on such date, and who have elected, within sixty days of the date the attorney general has accepted the plan for filing, on forms promulgated by the attorney general and presented to such tenants by the offeror, to become non-purchasing tenants under the provisions of this section; provided, however, that if the disability first occurs after acceptance of the plan for filing, then such election may be made within sixty days following the onset of such disability

unless during the period subsequent to sixty days following the acceptance of the plan for filing but prior to such election, the offeror accepts a written agreement to purchase the apartment from a bona fide purchaser; and provided further that such election shall not preclude any such tenant from subsequently purchasing the dwelling unit or the shares allocated thereto on the terms then offered to tenants in occupancy.

2. The attorney general shall refuse to issue a letter stating that the offering statement or prospectus required in subdivision one of section three hundred fifty-two-e of this chapter has been filed whenever it appears that the offering statement or prospectus offers for sale residential cooperative apartments or condominium units pursuant to a plan unless:

(a) The plan provides that it will be deemed abandoned, void and of no effect if it does not become effective within fifteen months from the date of issue of the letter of the attorney general stating that the offering statement or prospectus has been accepted for filing and, in the event of such abandonment, no new plan for the conversion of such building or group of buildings or development shall be submitted to the attorney general for at least twelve months after such abandonment.

(b) The plan provides either that it is an eviction plan or that it is a non-eviction plan.

(c) The plan provides, if it is a non-eviction plan, as follows:

(i) The plan may not be declared effective until written purchase agreements have been executed and delivered for at least fifteen percent of all dwelling units in the building or group of buildings or development subscribed for by bona fide tenants in occupancy or bona fide purchasers who represent that they intend that they or one or more members of their immediate family occupy the dwelling unit when it becomes vacant. As to tenants who were in occupancy on the date a letter was issued by the attorney general accepting the plan for filing, the purchase agreement shall be executed and delivered pursuant to an offering made without discriminatory repurchase agreements or other discriminatory inducements.

(ii) No eviction proceedings will be commenced at any time against non-purchasing tenants for failure to purchase or any other reason applicable to expiration of tenancy; provided that such proceedings may be commenced for non-payment of rent, illegal use or occupancy of the premises, refusal of reasonable access to the owner or a similar breach by the non-purchasing tenant of his obligations to the owner of the dwelling unit or the shares allocated thereto; and

provided further that an owner of a unit or of the shares allocated thereto may not commence an action to recover possession of a dwelling unit from a non-purchasing tenant on the grounds that he seeks the dwelling unit for the use and occupancy of himself or his family.

(iii) Non-purchasing tenants who reside in dwelling units subject to government regulation as to rentals and continued occupancy prior to the conversion of the building or group of buildings or development to cooperative or condominium ownership shall continue to be subject thereto.

(iv) The rentals of non-purchasing tenants who reside in dwelling units not subject to government regulation as to rentals and continued occupancy and non-purchasing tenants who reside in dwelling units with respect to which government regulation as to rentals and continued occupancy is eliminated or becomes inapplicable after the plan has been accepted for filing by the attorney general shall not be subject to unconscionable increases beyond ordinary rentals for comparable apartments during the period of their occupancy. In determining comparability, consideration shall be given to such factors as building services, level of maintenance and operating expenses.

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

(vi) The rights granted under the plan to purchasers under the plan and to non-purchasing tenants may not be abrogated or reduced notwithstanding any expiration of, or amendment to, this section.

(vii) After the issuance of the letter from the attorney general stating that the offering statement or prospectus required in subdivision one of section three hundred fifty-two-e of this article has been filed, the offeror shall, on the thirtieth, sixtieth, eighty-eighth and ninetieth day after such date and at least once every thirty days until the plan is declared effective or is abandoned, as the case may be, and on the second day before the expiration of any exclusive purchase period provided in a substantial amendment to the plan, (1) file with the attorney general a written statement, under oath, setting forth the percentage of the dwelling units in the building or group of buildings or development subscribed for by bona fide tenants in occupancy or bona fide purchasers who represent that they intend that they or one or more members of their immediate family occupy the dwelling unit when it becomes vacant as of the date of such statement and, (2) before noon on the day such statement is filed post a copy of such statement in a prominent place accessible to all tenants in each building covered by the plan.

(d) The plan provides, if it is an eviction plan, as follows:

(i) The plan may not be declared effective unless at least fifty-one percent of the bona fide tenants in occupancy of all dwelling units in the building or group of buildings or development on the date the offering statement or prospectus was accepted for filing by the attorney general (excluding, for the purposes of determining the number of bona fide tenants in occupancy on such date, eligible senior citizens and eligible disabled persons) shall have executed and delivered written agreements to purchase under the plan pursuant to an offering made in good faith without fraud and with no discriminatory repurchase agreements or other discriminatory inducements.

(ii) No eviction proceedings will be commenced against a non-purchasing tenant for failure to purchase or any other reason applicable to expiration of tenancy until the later to occur of (1) the date which is the expiration date provided in such non-purchasing tenant's lease or rental agreement, and (2) the date which is three years after the date on which the plan is declared effective. Non-purchasing tenants who reside in dwelling units subject to government regulation as to rentals and continued occupancy prior to conversion shall continue to be subject thereto during the period of occupancy provided in this paragraph. Thereafter, if a tenant has not purchased, he may be removed by the owner of the dwelling unit or the shares allocated to such dwelling unit.

(iii) No eviction proceedings will be commenced, except as hereinafter provided, at any time against either eligible senior citizens or eligible disabled persons. The rentals of eligible senior citizens and eligible disabled persons who reside in dwelling units not subject to government regulation as to rentals and continued occupancy and eligible senior citizens and eligible disabled persons who reside in dwelling units with respect to which government regulation as to rentals and continued occupancy is eliminated or becomes inapplicable after the plan has been accepted for filing shall not be subject to unconscionable increases beyond ordinary rentals for comparable apartments during the period of their occupancy considering, in determining comparability, such factors as building services, level of maintenance and operating expenses; provided that such proceedings may be commenced against such tenants for non-payment of rent, illegal use or occupancy of the premises, refusal of reasonable access to the owner or a similar breach by the tenant of his obligations to the owner of the dwelling unit or the shares allocated thereto.

(iv) Eligible senior citizens and eligible disabled persons who reside in dwelling units subject to government regulation as to rentals and continued occupancy shall continue to be subject thereto.

(v) The rights granted under the plan to eligible senior citizens and eligible disabled persons may not be abrogated or reduced notwithstanding any expiration of, or amendment to, this section.

(vi) Any offeror who disputes the election by a person to be an eligible senior citizen or an eligible disabled person must apply to the attorney general within thirty days of the receipt of the election forms for a determination by the attorney general of such person's eligibility. The attorney general shall, within thirty days thereafter, issue his determination of eligibility. The foregoing shall, in the absence of fraud, be the sole method for determining a dispute as to whether a person is an eligible senior citizen or an eligible disabled person. The determination of the attorney general shall be reviewable only through a proceeding under article seventy-eight of the civil practice law and rules, which proceeding must be commenced within thirty days after such determination by the attorney general becomes final.

(vii) After the issuance of the letter from the attorney general stating that the offering statement or prospectus required in subdivision one of section three hundred fifty-two-e of this article has been accepted for filing, the offeror shall, on the thirtieth, sixtieth, eighty-eighth and ninetieth days after such date and at least once every thirty days until the plan is declared effective or abandoned, as the case may be, and on the second day before the expiration of any exclusive purchase period provided in a substantial amendment to the plan, (1) file with the attorney general a written statement, under oath, setting forth the percentage of bona fide tenants in occupancy of all dwelling units in the building or group of buildings or development on the date the offering statement or prospectus was accepted for filing by the attorney general who have executed and delivered written agreements to purchase under the plan as of the date of such statement, and (2) before noon on the day such statement is filed post a copy of such statement in a prominent place accessible to all tenants in each building covered by the plan.

(viii) If the plan is amended before it is declared effective to provide that it shall be a non-eviction plan, any person who has agreed to purchase under the plan prior to such amendment shall have a period of thirty days after receiving written notice of such amendment to revoke his agreement to purchase under the plan.

(ix) The tenants in occupancy on the date the attorney general accepts the plan for filing shall have the exclusive right to purchase their dwelling units or the shares allocated thereto for ninety days

after the plan is accepted for filing by the attorney general, during which time a tenant's dwelling unit shall not be shown to a third party unless he has, in writing, waived his right to purchase; subsequent to the expiration of such ninety day period, a tenant in occupancy of a dwelling unit who has not purchased shall be given the exclusive right for an additional period of six months from said expiration date to purchase said dwelling unit or the shares allocated thereto on the same terms and conditions as are contained in an executed contract to purchase said dwelling unit or shares entered into by a bona fide purchaser, such exclusive right to be exercisable within fifteen days from the date of mailing by registered mail of notice of the execution of a contract of sale together with a copy of said executed contract to said tenant.

(e) The attorney general finds that an excessive number of long-term vacancies did not exist on the date that the offering statement or prospectus was first submitted to the department of law. "Long-term vacancies" shall mean dwelling units not leased or occupied by bona fide tenants for more than five months prior to the date of such submission to the department of law. "Excessive" shall mean a vacancy rate in excess of the greater of (i) ten percent and (ii) a percentage that is double the normal average vacancy rate for the building or group of buildings or development for two years prior to the January preceding the date the offering statement or prospectus was first submitted to the department of law.

(f) The attorney general finds that, following the submission of the offering statement or prospectus to the department of law, each tenant in the building or group of buildings or development was provided with a written notice stating that such offering statement or prospectus has been submitted to the department of law for filing. Such notice shall be accompanied by a copy of the offering statement or prospectus and a statement that the statements submitted pursuant to subparagraph (vii) of paragraph (c) or subparagraph (vii) of paragraph (d) of this subdivision, whichever is applicable, will be available for inspection and copying at the office of the department of law where the submission was made and at the office of the offeror or a selling agent of the offeror. Such notice shall also be accompanied by a statement that tenants or their representatives may physically inspect the premises at any time subsequent to the submission of the plan to the department of law, during normal business hours, upon written request made by them to the offeror, provided such representatives are registered architects or professional engineers licensed to practice in the state of New York. Such notice shall be sent to each tenant in occupancy on the date the plan is first submitted to the department of law.

3. All dwelling units occupied by non-purchasing tenants shall be managed by the same managing agent who manages all other dwelling units in the building or group of buildings or development. Such managing agent shall provide to non-purchasing tenants all services and facilities required by law on a non-discriminatory basis. The offeror shall guarantee the obligation of the managing agent to provide all such services and facilities until such time as the offeror surrenders control to the board of directors or board of managers, at which time the cooperative corporation or the condominium association shall assume responsibility for the provision of all services and facilities required by law on a non-discriminatory basis.

4. It shall be unlawful for any person to engage in any course of conduct, including, but not limited to, interruption or discontinuance of essential services, which substantially interferes with or disturbs the comfort, repose, peace or quiet of any tenant in his use or occupancy of his dwelling unit or the facilities related thereto. The attorney general may apply to a court of competent jurisdiction for an order restraining such conduct and, if he deems it appropriate, an order restraining the owner from selling the shares allocated to the dwelling unit or the dwelling unit itself or from proceeding with the plan of conversion; provided that nothing contained herein shall be deemed to preclude the tenant from applying on his own behalf for similar relief.

5. Any local legislative body may adopt local laws and any agency, officer or public body may prescribe rules and regulations with respect to the continued occupancy by tenants of dwelling units which are subject to regulation as to rentals and continued occupancy pursuant to law, provided that in the event that any such local law, rule or regulation shall be inconsistent with the provisions of this section, the provisions of this section shall control.

6. Any provision of a lease or other rental agreement which purports to waive a tenant's rights under this section or rules and regulations promulgated pursuant hereto shall be void as contrary to public policy.

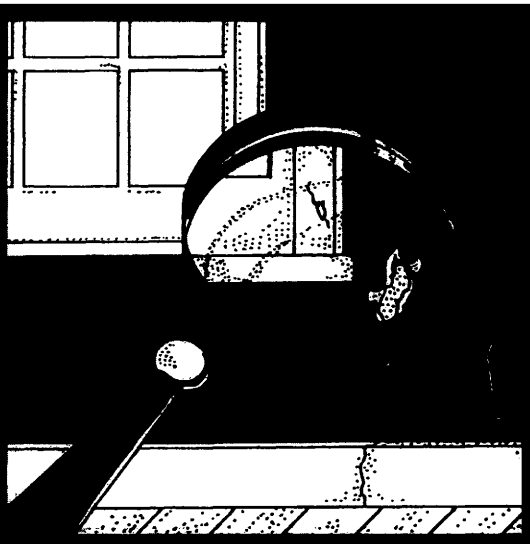
7. The provisions of this section shall only be applicable in the city of New York.

(Added L.1982, c. 555, § 2; amended L.1988, c. 685, § 2.)

Historical and Statutory Notes

1988 Amendments. Subd. 3. L.1988, c. 685, § 2, inserted provisions relating to the provision of services and facilities by the cooperative corporation or condominium association. For eff. date, see note below.

LEAD PAINT PAMPHLET



Protect Your Family From Lead In Your Home

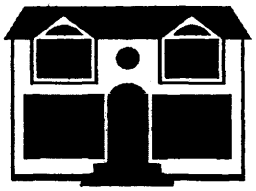
EPA United States Environmental Protection Agency

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:

LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.

SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.

RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

FACT: Lead exposure can harm young children and babies even before they are born.

FACT: Even children who seem healthy can have high levels of lead in their bodies.

FACT: People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.

FACT: People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.

FACT: Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

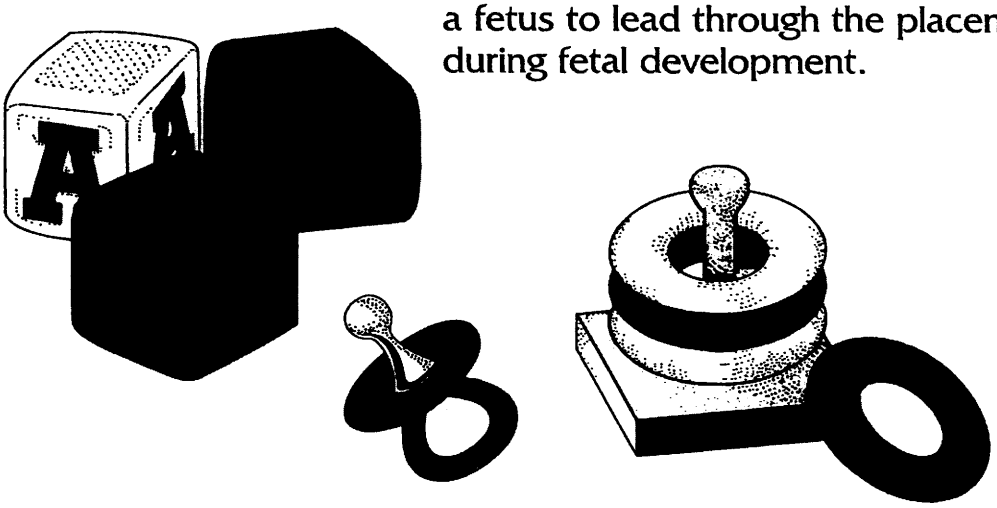
- Breathe in lead dust (especially during renovations that disturb painted surfaces).
- Put their hands or other objects covered with lead dust in their mouths.
- Eat paint chips or soil that contains lead.

Lead is even more dangerous to children under the age of 6:

- At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

Lead is also dangerous to women of childbearing age:

- Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

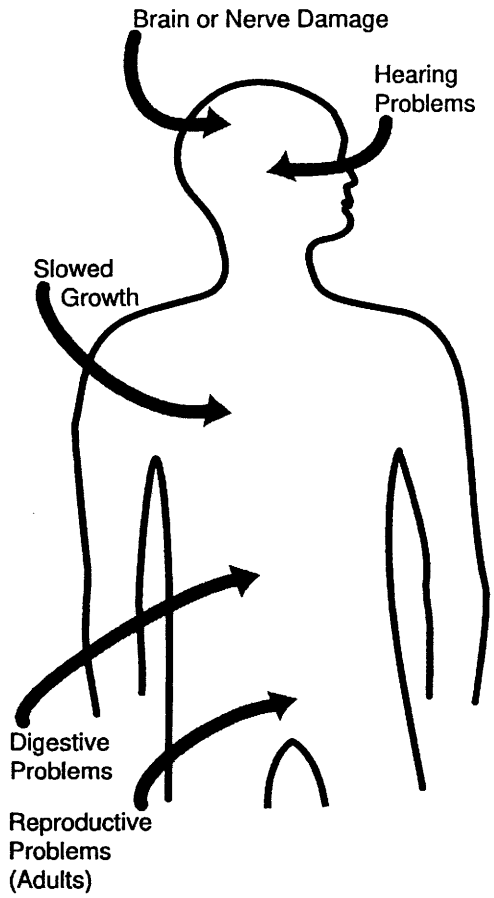
- Nervous system and kidney damage.
- Learning disabilities, attention deficit disorder, and decreased intelligence.
- Speech, language, and behavior problems.
- Poor muscle coordination.
- Decreased muscle and bone growth.
- Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause:

- Increased chance of illness during pregnancy.
- Harm to a fetus, including brain damage or death.
- Fertility problems (in men and women).
- High blood pressure.
- Digestive problems.
- Nerve disorders.
- Memory and concentration problems.
- Muscle and joint pain.



Lead affects the body in many ways.

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- In homes in the city, country, or suburbs.
- In apartments, single-family homes, and both private and public housing.
- Inside and outside of the house.
- In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- Children at ages 1 and 2.
- Children or other family members who have been exposed to high levels of lead.
- Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

Identifying Lead Hazards

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- Windows and window sills.
- Doors and door frames.
- Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- 40 micrograms per square foot ($\mu g/ft^2$) and higher for floors, including carpeted floors.
- 250 $\mu g/ft^2$ and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- 400 parts per million (ppm) and higher in play areas of bare soil.
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.

You can get your home tested for lead in several different ways:

- A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- Visual inspection of paint condition and location.
- A portable x-ray fluorescence (XRF) machine.
- Lab tests of paint, dust, and soil samples.

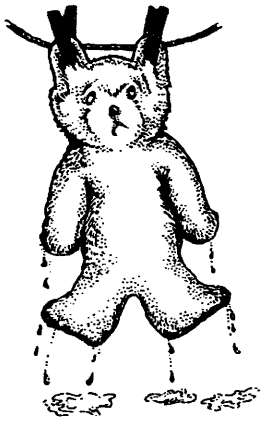
There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety.

What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- **If you rent, notify your landlord of peeling or chipping paint.**
- **Clean up paint chips immediately.**
- **Clean floors, window frames, window sills, and other surfaces weekly**. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.



- **Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.**
- **Wash children's hands often, especially before they eat and before nap time and bed time.**
- **Keep play areas clean.** Wash bottles, pacifiers, toys, and stuffed animals regularly.
- **Keep children from chewing window sills or other painted surfaces.**
- **Clean or remove shoes before entering your home to avoid tracking in lead from soil.**
- **Make sure children eat nutritious, low-fat meals high in iron and calcium,** such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.

In addition to day-to-day cleaning and good nutrition:

- You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- To **permanently** remove lead hazards, you should hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- 40 micrograms per square foot ($\mu g/ft^2$) for floors, including carpeted floors;
- 250 $\mu g/ft^2$ for interior windows sills; and
- 400 $\mu g/ft^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

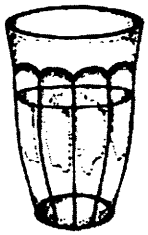
Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- **Have the area tested for lead-based paint.**
- **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

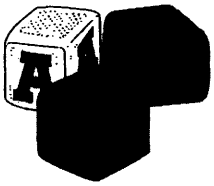
If not conducted properly, certain types of renovations can release lead from paint and dust into the air.

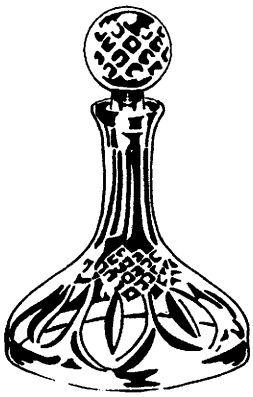
If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.

Other Sources of Lead



While paint, dust, and soil are the most common sources of lead, other lead sources also exist.





- **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
  - Use only cold water for drinking and cooking.
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- Old painted **toys** and **furniture.**
- Food and liquids stored in **lead crystal** or **lead-glazed pottery or porcelain.**
- **Lead smelters** or other industries that release lead into the air.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

For More Information

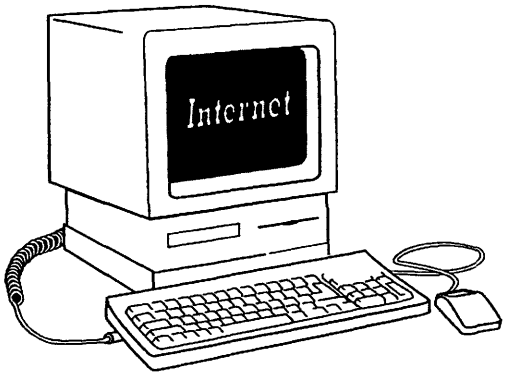
The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **www.epa.gov/lead** and **www.hud.gov/offices/lead/.**

EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline



To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **www.cpsc.gov.**

Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at **www.epa.gov/lead** or contact the National Lead Information Center at **1-800-424-LEAD.**

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
(ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center
Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Center
Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center
Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development
Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

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U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
June 2003

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- Get your young children tested for lead, even if they seem healthy.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods.
- Get your home checked for lead hazards.
- Regularly clean floors, window sills, and other surfaces.
- Wipe soil off shoes before entering house.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- Don't try to remove lead-based paint yourself.

Recycled/Recyclable
Printed with vegetable oil based inks on recycled paper (minimum 50% postconsumer) process chlorine free.

ASBESTOS REPORT

AIRTEK ENVIRONMENTAL CORP.
39 – 37 29th Street, Long Island City, New York, 11101
Phone (718) 937-3720 Fax (718) 937-3721
www.airtekenv.com

ASBESTOS INSPECTION REPORT

Conducted at:

63 GREENE STREET
NEW YORK, NY 10012

Prepared for:

GREENE MERCER HOLDING, LLC
11 EAST 44TH STREET, 10TH FLOOR
NEW YORK, NY 10017

Prepared By:

AIRTEK ENVIRONMENTAL CORP.
39-37 29th STREET
LONG ISLAND CITY, NY 11101

AIRTEK PROJECT NUMBER
13-0924

June 25, 2015

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8.0 APPENDIX B: Abatement Documentation .....

1.0 BACKGROUND:

Airtek Environmental Corp. ("Airtek") has conducted an asbestos-containing material (ACM) inspection and documentation review for inclusion in a condominium-conversion offering plan by AION Partners at the following building:

Address: 63 Greene Street, New York, NY

The Investigator(s) and Inspector(s) responsible for this project were:

Moyna Ali:	NYC Asbestos Investigator #117498	Expires: 03/12/14
	NYS Asbestos Inspector #89-01641	Expires: 03/14

Visual Inspection: 2/9/2012

Bulk Sampling: 2/2/2012 and 2/9/12

Original Report Date:

Updated Report Date: 6/25/2015

Field Procedures and Analysis Methodology:

The inspection was a non-destructive visual assessment targeting visible suspect ACM. Limited bulk sampling conducted at this Site by Airtek has been referenced and made part of this report. Bulk sampling and inspections referenced in this report were conducted according to the following protocols:

Guidelines used for inspections were established by the Environmental Protection Agency (EPA) in the Guidance for Controlling Asbestos Containing Materials in Buildings, Office of Pesticides and Toxic Substances, DOC #560/5-85-024 and 40 CFR Part 763.

Field information was organized as per Homogeneous Area (HA). A HA is defined as a suspect material of similar age, appearance, function and texture. Each material was grouped together as a specific HA, sampled and then assessed for condition.

Bulk samples of suspect ACM were analyzed by Polarized Light Microscopy (PLM) with dispersion staining, as described in 40 CFR Part 763 and the National Emissions Standard for Hazardous Air Pollutants (NESHAPS). The New York State Department of Health has recently revised the PLM Stratified Point Counting Method. The new method, "Polarized Light Microscopy Methods for Identifying and Quantitating Asbestos in Bulk Samples" can be found as item 198.1 in the ELAP Certification manual.

The State of New York ELAP has determined that analysis of Non-friable, Organically Bound Materials (NOB) are not reliably performed by PLM. Therefore, if PLM analysis of a NOB yields a negative result, it must be further confirmed by Transmission Electron Microscopy (TEM).

All samples were initially analyzed by PLM. Samples which produced a negative PLM result and which are classified as a NOB were then re-analyzed utilizing the TEM methodology.

2.0 SCOPE OF WORK:

An initial inspection of all accessible apartment units and vacant spaces was conducted. No ACM was identified in the existing residential units.

The inspection was characterized by a close visual inspection of all accessible areas. Suspect materials were inventoried for quantity, condition and friability. Materials examined included all suspect ACM materials visible in the accessible residential units and common areas. Asbestos bulk sampling data generated by Airtek was reviewed in support of this report and has been included in this report.

Based on the finding of ACM pipe insulation in the basement and ACM roofing materials, abatement projects were executed in accordance with NYC DEP Title 15 in support of renovations to the Site.

3.0 SUMMARY OF AIRTEK ENVIRONMENTAL INSPECTION RESULTS:

The visual asbestos inspection conducted on 2/2/12, and bulk sampling conducted on 2/9/12 involved a thorough visual examination of all common and service spaces and all accessible dwelling units.

Bulk sampling performed on the dates noted in Section 1.0 above and laboratory analysis by Airtek and/or its sub-contract laboratories, and by others confirmed the presence of asbestos in the amount greater than 1% within some materials in the building. The tested materials are listed below. All confirmed ACM materials identified were abated as detailed in Section 4.0 below as a part of the renovations conducted in the building.

Common/Service Spaces

Confirmed ACM

The following materials were previously tested and confirmed to be ACM in common and service spaces in the building. See Appendix B for sampling and location details:

1. Floor Fill Debris/Aircell Pipe Insulation Debris (Basement)
2. Roof Membrane (Roof)
3. Roof Filler (Below Membrane)
4. Parapet Tar (Roof)

Assumed ACM

The following materials are assumed to be ACM in common and service spaces for the purposes of this report:

1. None.

Residential Apartments

Confirmed ACM

The following materials have been tested and confirmed to be ACM in residential apartment units in the building.

1. None

Assumed ACM

The following materials are assumed to be ACM in residential apartment units for the purposes of this report:

1. None.

Non-Suspect ACM Materials:

"Non-suspect ACMs" are materials that have no history of having been manufactured with asbestos as an ingredient. They include, for example, metals, glass, rubber, modern plastics, etc. These materials do not require sampling. The determination of what is a "Non-suspect" material is made by the certified Asbestos Investigator/Inspector.

Suspect ACM:

Per NYC-DEP Title 15, Subchapter 1 all "Building Materials" are to be treated as "Suspect ACM," until tested negative. NYC DEP defines "Building Materials" to mean any and all materials listed as Presumed Asbestos Containing Materials (PACM) and Suspect Miscellaneous ACM in NYSDOL ICR 56, Subpart 5, including but not limited to interior and exterior finishes, equipment, plaster, roofing, flooring, caulking, sealants, tiles, insulation, and mortar and refractory bricks used in the construction of boilers.

Any "Suspect ACM" in any other part of the building that has neither been confirmed non-ACM via bulk sampling and analysis, nor via homogenous area material sampling and analysis must be assumed to be ACM and treated as such until tested.

4.0 CONCLUSIONS AND RECOMMENDATIONS:

Asbestos-containing materials were positively identified at various locations in the building. ACM materials identified were abated as follows:

Material:	Roofing/Flashing
Location:	Southeast Roof
NYCDEP:	TRU – 1389MN12
Dates:	7/12/12

Material:	Roofing Materials
Location:	Entire Roof
NYCDEP:	TRU – 1342MN13
Dates:	7/31/13 – 9/13/13

Material:	Floor Backfill Debris/Aircell Pipe Insulation Debris
Location:	Basement
NYCDEP:	TRU –2738MN13
Dates:	12/2/13 – 12/12/13

This asbestos inspection report was prepared solely for inclusion in a condominium-conversion offering plan for the property located at 63 Greene Street, New York, NY. If proposed work should change, additional sampling and inspection may be necessary prior to commencement of any proposed work.

5.0 AREAS NOT ACCESSIBLE:

Airtek gained access to all areas that were made accessible and all materials that were observable and accessible to the survey personnel.

6.0 REPORT CERTIFICATIONS and LIMITATIONS:

Airtek certifies that the information contained herein is based on the physical and visual inspections conducted by Airtek and data collected during the inspections and from asbestos inspection reports prepared by Airtek at other times in support of other construction-related tasks.

Airtek conducted this inspection based on information provided by the client. This information, to the extent it was relied on by Airtek, is assumed to be correct and complete. Airtek is not responsible for the quality or content of information from the client. This inspection was conducted only for the specific purpose noted in Section 1.0 above. The information contained in this report should not be used for any other purpose except where the information is determined by a qualified professional to be applicable to that other purpose.

Airtek uses trained and certified inspectors in attempting to locate and quantify materials potentially containing asbestos. Airtek does not warrant that all ACM has been identified. It is possible that additional materials containing asbestos were not identified because they were not visible or accessible to the inspector at the time of the inspection.

Sincerely,

Benn Lewis
Vice President

APPENDIX A

7.0 Original Asbestos Inspection Report

ASBESTOS INSPECTION REPORT

Conducted at:

57-63 GREENE STREET
NEW YORK, NY

Prepared for:

AION PARTNERS
11 EAST 44th STREET, SUITE 1000
NEW YORK, NY 10017

Prepared By:

AIRTEK ENVIRONMENTAL CORP.
39-37 29th STREET
LONG ISLAND CITY, NY 11101

AIRTEK PROJECT NUMBER
12-0017

FEBRUARY 13, 2012

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7.0 APPENDIX A: Certificates of Analysis .....

8.0 APPENDIX B: Company & Personnel Licenses .....

1.0 BACKGROUND:

Airtek Environmental Corp. ("Airtek") has conducted an asbestos-containing material (ACM) inspection and documentation review for inclusion in a condominium conversion offering plan by AION Partners at the following building:

Address: 57-63 Greene Street, New York, NY

The Investigator(s) and Inspector(s) responsible for this project were:

Moyna Ali:	NYC Asbestos Investigator #117498	Expires: 03/12/12
	NYS Asbestos Inspector #89-01641	Expires: 03/12

Visual Inspection: 2/9/12

Bulk Sampling: 2/2//12 and 2/9/12

Report Date: 2/13/12

Field Procedures and Analysis Methodology:

The inspection was a non-destructive visual assessment targeting visible suspect ACM. Limited bulk sampling conducted in support of upcoming renovations has been referenced and made part of this report. Bulk sampling and inspections referenced in this report were conducted according to the following protocols:

Guidelines used for inspections were established by the Environmental Protection Agency (EPA) in the Guidance for Controlling Asbestos Containing Materials in Buildings, Office of Pesticides and Toxic Substances, DOC #560/5-85-024 and 40 CFR Part 763.

Field information was organized as per Homogeneous Area (HA). A HA is defined as a suspect material of similar age, appearance, function and texture. Each material was grouped together as a specific HA, sampled and then assessed for condition.

Bulk samples of suspect ACM were analyzed by Polarized Light Microscopy (PLM) with dispersion staining, as described in 40 CFR Part 763 and the National Emissions Standard for Hazardous Air Pollutants (NESHAPS). The New York State Department of Health has recently revised the PLM Stratified Point Counting Method. The new method, "Polarized Light Microscopy Methods for Identifying and Quantitating Asbestos in Bulk Samples" can be found as item 198.1 in the ELAP Certification manual.

The State of New York ELAP has determined that analysis of Non-friable, Organically Bound Materials (NOB) are not reliably performed by PLM. Therefore, if PLM analysis of a NOB yields a negative result, it must be further confirmed by Transmission Electron Microscopy (TEM).

All samples were initially analyzed by PLM. Samples which produced a negative PLM result and which are classified as a NOB were then re-analyzed utilizing the TEM methodology.

2.0 SCOPE OF WORK:

The following areas were visually inspected for suspect ACM:

Two (2) of nine (9) existing occupied residential units were accessed for visual inspection. In addition, all vacant residential and professional spaces and common areas including the lobby, cellar and hallways, were visually inspected. The inspection was non-destructive in nature. No exploratory demolition was performed to investigate or detect the presence of ACM in interstitial spaces (i.e., within pipe chases and walls).

The inspection was characterized by a close visual inspection of all accessible areas. Suspect materials were inventoried for quantity, condition and friability. Airtek conducted bulk sampling and analysis of building materials as necessary to support specific planned renovations to the Site. Materials examined included all suspect ACM materials visible in the accessible residential units, professional offices and common areas.

3.0 SUMMARY OF AIRTEK ENVIRONMENTAL INSPECTION RESULTS:

The visual asbestos inspection conducted on 2/9/12 in the two accessible occupied residential units revealed no suspect ACM materials.

Bulk sampling in support of planned renovations conducted on 2/2/12 and 2/9/12 and laboratory analysis by Airtek and/or its sub-contract laboratories confirmed the presence of asbestos in the amount greater than 1% within some materials in the building, and confirmed the absence of asbestos in other materials. The tested materials are listed below, and detailed sample data for ACM materials are tabulated in Table B-1 in Appendix B. Detailed sample data for non-ACM materials are tabulated in table B-2 in Appendix B.

Confirmed ACM:

The following materials have been tested and confirmed to be ACM. See Table B-1 in Appendix B for sampling and location details:

1. Pipe Insulation on steam and domestic water lines located primarily in an inaccessible area of the front basement;
2. Roof Membrane (Top Layer);
3. Roof Filler;
4 Roof Parapet Tar;

Materials Confirmed to be Negative for Asbestos:

The following materials have been tested and confirmed to be Non-ACM.

1. Roof Screed (Substrate)
2. Coping Cap Flashing (Red)
3. Roof Membrane (Bottom Layer)
4. Parapet Caulk (Grey)
5. Parapet Flashing
6. Railing Pitch Pockets
7. Bulkhead Stucco
8. Brick Mortar
9. Sheetrock with Joint Compound

10. Floor Filler
11. Ceiling Plaster Brown Coat
12. Ceiling Plaster White Coat

Non-Suspect ACM Materials:

"Non-suspect ACMs" are materials that have no history of having been manufactured with asbestos as an ingredient. They include, for example, metals, glass, rubber, modern plastics, etc. These materials do not require sampling. The determination of what is a "Non-suspect" material is made by the certified Asbestos Investigator/Inspector.

Suspect ACM:

Per NYC-DEP Title 15, Subchapter 1 all "Building Materials" are to be treated as "Suspect ACM," until tested negative. NYC DEP defines "Building Materials" to mean any and all materials listed as Presumed Asbestos Containing Materials (PACM) and Suspect Miscellaneous ACM in NYSDOL ICR 56, Subpart 5, including but not limited to interior and exterior finishes, equipment, plaster, roofing, flooring, caulking, sealants, tiles, insulation, and mortar and refractory bricks used in the construction of boilers.

Any "Suspect ACM" in any other part of the building that has neither been confirmed non-ACM via bulk sampling and analysis, nor via homogenous area material sampling and analysis must be assumed to be ACM and treated as such until tested.

4.0 CONCLUSIONS AND RECOMMENDATIONS:

Asbestos-containing materials which may be affected by construction or renovation work have been positively identified at various locations throughout the building.

Options for asbestos management include the following:

1. Asbestos Operations & Maintenance Program (O&M Program):

   An O&M Program is a documented set of inspection management and maintenance protocols that is designed to allow ACM material to be managed in place until such time as the ACM is removed and disposed.

2. Encapsulation:

   Encapsulation is a procedure intended to stabilize friable ACM materials by the application of a penetrating or bridging sealant. The application of an encapsulant is considered and ACM abatement action and must be executed by certified professionals according to all applicable laws and regulations.

3. Enclosure:

   Enclosure is the process of building an air-tight structure around ACM materials to prevent their disturbance. Enclosure is like-wise considered and ACM abatement action, and must be executed by certified professionals according to all applicable laws and regulations.

4. Removal:

Removal is the actual removal and disposal of the ACM material, and the cleaning of the ACM material's substrate. ACM removal is considered and ACM abatement action and must be executed by certified professionals according to all applicable laws and regulations.

In the event that the identified ACM or un-tested suspect ACM is to be disturbed by any proposed work, proper asbestos abatement procedures shall be implemented prior to the commencement of such work. All asbestos abatement work shall be performed in accordance with all applicable Federal, State and Local rules and regulations. The abatement project shall be filed with all agencies having jurisdiction over the project, such as US EPA, NYSDOL and NYCDEP. A licensed abatement contractor must perform the removal of all friable and non-friable ACM.

This asbestos inspection report was prepared solely for inclusion in a condominium conversion offering plan for the property located at 57-63 Greene Street, New York, NY. If proposed work should change, additional sampling and inspection may be necessary prior to commencement of any proposed work.

To assure that the removal of the aforementioned ACM is properly and effectively carried out, the following recommendations are proposed by Airtek:

A. Develop and implement a schedule that outlines the time frame for removal of ACM.
B. Develop complete and concise specifications to effectively deal with removal of the ACM. These specifications should be developed to comply with all applicable Federal, State and Local regulations.
C. Retain the service of an independent testing laboratory to monitor the air for possible asbestos contamination before, during and after the removal work. Retain all documentation and correspondence from the removal contractor, the testing laboratory and related items in a permanent record.

5.0 AREAS NOT ACCESSIBLE:

Airtek gained access to all areas that were made accessible and all materials that were observable and accessible to the survey personnel. The seven inaccessible occupied residential units are noted in the tables in Appendix A.

6.0 REPORT CERTIFICATIONS and LIMITATIONS:

Airtek certifies that the information contained herein is based on the physical and visual inspections conducted by Airtek and data collected during the inspections and from asbestos inspection reports prepared by Airtek at other times in support of other construction-related tasks.

Airtek conducted this inspection based on information provided by the client. This information, to the extent it was relied on by Airtek, is assumed to be correct and complete. Airtek is not responsible for the quality or content of information from the client. This inspection was conducted only for the specific purpose noted in Section 1.0 above. The information contained

in this report should not be used for any other purpose except where the information is determined by a qualified professional to be applicable to that other purpose.

Airtek uses trained and certified inspectors in attempting to locate and quantify materials potentially containing asbestos. Airtek does not warrant that all ACM has been identified. It is possible that additional materials containing asbestos were not identified because they were not visible or accessible to the inspector at the time of the inspection.

Sincerely,

Benn Lewis
Vice President

AIRTEK ENVIRONMENTAL CORP.
39-37 29TH STREET
LONG ISLAND CITY, NY 11101

SAMPLE DATE: 1/2/2012
DATE RECEIVED: 2/3/2012
REPORT DATE: 2/20/2012 DKP

57 GREEN STREET NEW YORK,NY
ROOF TO BASEMENT

TEST REPORT
POLARIZED LIGHT MICROSCOPY (PLM)
PROJECT: 12-0017

Sample/ Lab ID	LOCATION	APPEARANCE	SAMPLE TREATMENT	ASBESTOS TYPE %	FIBROUS TYPE %	NON-FIBROUS TYPE %
1 201510	ROOF MEMBRANE (TOP LAYER) ROOF	BLACK, HETEROGENEOUS, FIBROUS	NOB	CHRYSOTILE 1.8%	CELLULOSE TRACE, FIBERGLASS TRACE	ORGANIC MATRIX 61.9%, RESIDUE 36.3%
2 201511	ROOF MEMBRANE (TOP LAYER) ROOF		NA/PS			
3 201512	ROOF FILLER, ROOF	BLACK, HETEROGENEOUS, FIBROUS	NOB	CHRYSOTILE 4.1%		ORGANIC MATRIX 75.6%, RESIDUE 20.3%
4 201513	ROOF FILLER, ROOF		NA/PS			
5 201514	ROOF MEMBRANE (BOTTOM LAYER), ROOF	BLACK, HOMOGENEOUS, NON-FIBROUS	NOB	NONE/INCONCLUSIVE		ORGANIC MATRIX 96.8%, RESIDUE 3.2%
6 201515	ROOF MEMBRANE (BOTTOM LAYER), ROOF	BLACK, HOMOGENEOUS, NON-FIBROUS	NOB	NONE/INCONCLUSIVE		ORGANIC 96.8%, RESIDUE 3.2%
7 201516	SCREED, ROOF	BROWN, HOMOGENEOUS, NON-FIBROUS	CRUSHED/TEASED	NONE		CARBONATES QUARTZ 100%
8 201517	SCREED, ROOF	BROWN, HOMOGENEOUS, NON-FIBROUS	CRUSHED TEASED	NONE		CARBONATES QUARTZ 100%
9 201518	CAP FLASHING (RED), ROOF PARAPET	PINK, HOMOGENEOUS, NON-FIBROUS	NOB	NONE/INCONCLUSIVE		ORGANIC MATRIX 95.5%, RESIDUE 4.5%

Approved Signatory:_____ Analyst: J. BENNETT Date Analyzed: 2/5/12
Microscope: Nikon Labophot POL Method: PLM With EPA 600/M4/82/020, ELAP 198.1 AND ELAP 198.6
Methods of stratified point-counting or negative scanning are used on 4 mounts.
Polarized light microscopy is not consistently reliable in detecting asbestos in floor covering/non-friable organically bound materials (NOB's).
NOB's should be analyzed by quantitative TEM. The above test report relates only to item tested.
Layered samples are analyzed by layer. Any positive layer will be reported separately.
Asbestos % is based on visual estimate using point counting rules described in ELAP 198.1.
The sample results are accurate to within +/- 5-10 percent as measured by the calibrated visual method.
Airtek collects samples in accordance with EPA 40 CFR Part 763.
This report should not be used to claim product certification, approval or endorsement by NVLAP,
NIST or any agency of the federal government and may not be reproduced, except in full, without written approval by Airtek.
Currently approved by ELAP (11040) for Asbestos in Friable Material EPA 600/M4/82/020. Accreditation Valid Through: April 1, 2012.
Currently accredited by the NVLAP lab code 102011-0 for Bulk Asbestos Analysis (PLM). Accreditation Valid Through: March 31, 2012.
Currently accredited by AIHA (100275) for Industrial Hygiene Laboratory Accreditation Program. Accreditation Valid Through: June 1, 2013.
This report relates only to the samples reported above and must not be reproduced except in full with the approval of the laboratory.

AIRTEK ENVIRONMENTAL CORP.
39-37 29TH STREET
LONG ISLAND CITY, NY 11101

SAMPLE DATE: 1/2/2012
DATE RECEIVED: 2/3/2012
REPORT DATE: 2/20/2012 DKP

57 GREEN STREET NEW YORK,NY
ROOF TO BASEMENT

TEST REPORT
POLARIZED LIGHT MICROSCOPY (PLM)
PROJECT: 12-0017

Sample/ Lab ID	LOCATION	APPEARANCE	SAMPLE TREATMENT	ASBESTOS TYPE %	FIBROUS TYPE %	NON-FIBROUS TYPE %
10 201519	CAP FLASHING (RED), ROOF BULKHEAD	PINK, HOMOGENEOUS, NON-FIBROUS	NOB	NONE/INC		ORGANIC MATRIX 95.9%, RESIDUE 4.1%
11 201520	CAULK (GREY), ROOF PARAPET	BLACK, HOMOGENEOUS, NON-FIBROUS	NOB	NONE/INC		ORGANIC MATRIX 95.5%, RESIDUE 4.5%
12 201521	CAULK (GREY), ROOF PARAPET	BLACK, HOMOGENEOUS, NON-FIBROUS	NOB	NONE/INC		ORGANIC MATRIX 95.1%, RESIDUE 4.9%
13 201522	FLASHING, ROOF PARAPET	BLACK, HETEROGENEOUS, FIBROUS	NOB	NONE/INC	FIBERGLASS 10%	ORGANIC MATRIX 61.8%, RESIDUE 28.2%
14 201523	FLASHING, ROOF PARAPET	BLACK, HETEROGENEOUS, FIBROUS	NOB	NONE/INC	FIBERGLASS 10%	ORGANIC MATRIX 67.7%, RESIDUE 22.3
15 201524	PITCH POCKETS, ROOF RAILING	BLACK, HOMOGENEOUS, NON-FIBROUS	NOB	NONE/INC		ORGANIC MATRIX 96.2%, RESIDUE 3.8%
16 201525	PITCH POCKETS, ROOF STAIRS (MER)	BLACK, HOMOGENEOUS, NON-FIBROUS	NOB	NONE/INC		ORGANIC MATRIX 95.2%, RESIDUE 4.8%
17 201526	STUCCO, ROOF BULKHEAD	BROWN, HOMOGENEOUS, NON-FIBROUS	CRUSHED TEASED	NONE		CARBONATES QUARTZ 100%
18 201527	STUCCO, ROOF PARAPET	BROWN, HOMOGENEOUS, NON-FIBROUS	CRUSHED TEASED	NONE		CARBONATES QUARTZ 100%

Approved Signatory:_____ Analyst: J. BENNETT Date Analyzed: 2/5/12
Microscope: Nikon Labophot POL Method: PLM With EPA 600/M4/82/020, ELAP 198.1 AND ELAP 198.6
Methods of stratified point-counting or negative scanning are used on 4 mounts.
Polarized light microscopy is not consistently reliable in detecting asbestos in floor covering/non-friable organically bound materials (NOB's).
NOB's should be analyzed by quantitative TEM. The above test report relates only to item tested.
Layered samples are analyzed by layer. Any positive layer will be reported separately.
Asbestos % is based on visual estimate using point counting rules described in ELAP 198.1.
The sample results are accurate to within +/- 5-10 percent as measured by the calibrated visual method.
Airtek collects samples in accordance with EPA 40 CFR Part 763.
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AIRTEK ENVIRONMENTAL CORP.
39-37 29TH STREET
LONG ISLAND CITY, NY 11101

SAMPLE DATE: 1/2/2012
DATE RECEIVED: 2/3/2012
REPORT DATE: 2/20/2012 DKP

57 GREEN STREET NEW YORK,NY
ROOF TO BASEMENT

TEST REPORT
POLARIZED LIGHT MICROSCOPY (PLM)
PROJECT: 12-0017

Sample/ Lab ID	LOCATION	APPEARANCE	SAMPLE TREATMENT	ASBESTOS TYPE %	FIBROUS TYPE %	NON-FIBROUS TYPE %
19 201528	TAR, ROOF PARAPET	BLACK, HETEROGENEOUS, FIBROUS	NOB	CHRYSOTILE 2%		ORGANIC MATRIX 81.9%, RESIDUE 16.1%
20 201529	TAR, ROOF PARAPET		NA/PS			
21 201530	BRICK MORTAR, ROOF PARAPET	BROWN, HOMOGENEOUS, NON-FIBROUS	CRUSHED TEASED	NONE		CARBONATES QUARTZ 100%
22 201531	BRICK MORTAR, ROOF PARAPET	BROWN, HOMOGENEOUS, NON-FIBROUS	CRUSHED TEASED	NONE		CARBONATES QUARTZ 100%
23 201532	FITTINGS (ON FIBERGLASS), BASEMENT BOILER ROOM	BROWN, HOMOGENEOUS, NON-FIBROUS	CRUSHED TEASED	NONE	FIBERGLASS 15%	CARBONATES 85%
24 201533	FITTINGS (ON FIBERGLASS), BASEMENT BOILER ROOM	BROWN, HOMOGENEOUS, NON-FIBROUS	CRUSHED TEASED	NONE	FIBERGLASS 20%, CELLULOSE 1%	CARBONATES 79%
25 201534	FITTINGS (ON FIBERGLASS), BASEMENT BOILER ROOM	BROWN, HOMOGENEOUS, NON-FIBROUS	CRUSHED/TEASED	NONE	FIBERGLASS 20%	CARBONATES 80%
26 201535	FITTINGS (ON FIBERGLASS), BASEMENT BOILER ROOM	BROWN, HOMOGENEOUS, NON-FIBROUS	CRUSHED/TEASED	NONE	FIBERGLASS 15%	CARBONATES 80%
27 201536	SHEET ROCK W/COMPOUND, BASEMENT STORAGE RM	WHITE, HETEROGENEOUS, FIBROUS	CRUSHED/TEASED	NONE	CELLULOSE TRACE, FIBERGLASS TRACE	CARBONATES 100%

Approved Signatory:_____ Analyst: J. BENNETT Date Analyzed: 2/5/12
Microscope: Nikon Labophot POL Method: PLM With EPA 600/M4/82/020, ELAP 198.1 AND ELAP 198.6
Methods of stratified point-counting or negative scanning are used on 4 mounts.
Polarized light microscopy is not consistently reliable in detecting asbestos in floor covering/non-friable organically bound materials (NOB's).
NOB's should be analyzed by quantitative TEM. The above test report relates only to item tested.
Layered samples are analyzed by layer. Any positive layer will be reported separately.
Asbestos % is based on visual estimate using point counting rules described in ELAP 198.1.
The sample results are accurate to within +/- 5-10 percent as measured by the calibrated visual method.
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39-37 29TH STREET
LONG ISLAND CITY, NY 11101

SAMPLE DATE: 1/2/2012
DATE RECEIVED: 2/3/2012
REPORT DATE: 2/20/2012 DKP

57 GREEN STREET NEW YORK,NY
ROOF TO BASEMENT

TEST REPORT
POLARIZED LIGHT MICROSCOPY (PLM)
PROJECT: 12-0017

Sample/ Lab ID	LOCATION	APPEARANCE	SAMPLE TREATMENT	ASBESTOS TYPE %	FIBROUS TYPE %	NON-FIBROUS TYPE %
2ND LAYER		BROWN, LAYERED, FIBROUS	TEASED	NONE	CELLULOSE 100%	
TOTAL		WHITE/BROWN, LAYERED, FIBROUS	CRUSHED TEASED	NONE	CELLULOSE 30%, FIBERGLASS TRACE	CARBONATES 70%
28 201537	SHEET ROCK W/COMPOUND, BASEMENT STORAGE RM	WHITE, HETEROGENEOUS, FIBROUS	CRUSHED TEASED	NONE	CELLULOSE TRACE, FIBERGLASS 2%	CARBONATES 98%
2ND LAYER		BROWN, LAYERED, FIBROUS	TEASED	NONE	CELLULOSE 100%	
TOTAL		WHITE/BROWN, LAYERED, FIBROUS	CRUSHED TEASED	NONE	CELLULOSE 10%, FIBERGLASS 1.8%	CARBONATES 88.2%
29 201538	SHEET ROCK W/COMPOUND, 2ND FLOOR HALLWAY	WHITE, HETEROGENEOUS, FIBROUS	CRUSHED TEASED	NONE	FIBERGLASS 2%, CELLULOSE TRACE	CARBONATES 98%
2ND LAYER		BROWN, LAYERED, FIBROUS	TEASED	NONE	CELLULOSE 100%	
TOTAL		WHITE/BROWN, LAYERED, FIBROUS	CRUSHED/TEASED	NONE	CELLULOSE 20%, FIBERGLASS 1.6%	CARBONATES 78.4%
30 201539	SHEET ROCK W/COMPOUND, 2ND FLOOR HALLWAY	CREAM, HETEROGENEOUS, FIBROUS	CRUSHED/TEASED	NONE	CELLULOSE TRACE, FIBERGLASS 1%	CARBONATES 99%

Approved Signatory:_____ Analyst: J. BENNETT Date Analyzed: 2/5/12
Microscope: Nikon Labophot POL Method: PLM With EPA 600/M4/82/020, ELAP 198.1 AND ELAP 198.6
Methods of stratified point-counting or negative scanning are used on 4 mounts.
Polarized light microscopy is not consistently reliable in detecting asbestos in floor covering/non-friable organically bound materials (NOB's).
NOB's should be analyzed by quantitative TEM. The above test report relates only to item tested.
Layered samples are analyzed by layer. Any positive layer will be reported separately.
Asbestos % is based on visual estimate using point counting rules described in ELAP 198.1.
The sample results are accurate to within +/- 5-10 percent as measured by the calibrated visual method.
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39-37 29TH STREET
LONG ISLAND CITY, NY 11101

SAMPLE DATE: 1/2/2012
DATE RECEIVED: 2/3/2012
REPORT DATE: 2/20/2012 DKP

57 GREEN STREET NEW YORK,NY
ROOF TO BASEMENT

TEST REPORT
POLARIZED LIGHT MICROSCOPY (PLM)
PROJECT: 12-0017

Sample/ Lab ID	LOCATION	APPEARANCE	SAMPLE TREATMENT	ASBESTOS TYPE %	FIBROUS TYPE %	NON-FIBROUS TYPE %
2ND LAYER		BROWN, LAYERED, FIBROUS	TEASED	NONE	CELLULOSE 100%	
TOTAL		CREAM/BROWN, LAYERED, FIBROUS	CRUSHED TEASED	NONE	CELLULOSE 3%, FIBERGLASS 1%	CARBONATES 96%
31 201540	SHEET ROCK W/COMPOUND, 4TH FLOOR HALLWAY	WHITE, HETEROGENEOUS, FIBROUS	CRUSHED TEASED	NONE	FIBERGLASS TRACE, CELLULOSE TRACE	CARBONATES 100%
2ND LAYER		BROWN, LAYERED, FIBROUS	TEASED	NONE	CELLULOSE 100%	
TOTAL		WHITE/BROWN, LAYERED, FIBROUS	CRUSHED TEASED	NONE	CELLULOSE 2%	CARBONATES 98%
32 201541	SHEET ROCK W/COMPOUND, 4TH FLOOR HALLWAY	WHITE, HETEROGENEOUS, FIBROUS	CRUSHED TEASED	NONE	FIBERGLASS 1%, CELLULOSE TRACE	CARBONATES 99%
2ND LAYER		BROWN, LAYERED, FIBROUS	TEASED	NONE	CELLULOSE 100%	
TOTAL		WHITE/BROWN, LAYERED, FIBROUS	CRUSHED/TEASED	NONE	CELLULOSE 10%, FIBERGLASS .9%	CARBONATES 89.1%
33 201542	SHEET ROCK W/COMPOUND, 6TH FLOOR ROOM 605	WHITE, HETEROGENEOUS, FIBROUS	CRUSHED/TEASED	NONE	FIBERGLASS TRACE, CELLULOSE TRACE	CARBONATES 100%

Approved Signatory:_____ Analyst: J. BENNETT Date Analyzed: 2/5/12
Microscope: Nikon Labophot POL Method: PLM With EPA 600/M4/82/020, ELAP 198.1 AND ELAP 198.6
Methods of stratified point-counting or negative scanning are used on 4 mounts.
Polarized light microscopy is not consistently reliable in detecting asbestos in floor covering/non-friable organically bound materials (NOB's).
NOB's should be analyzed by quantitative TEM. The above test report relates only to item tested.
Layered samples are analyzed by layer. Any positive layer will be reported separately.
Asbestos % is based on visual estimate using point counting rules described in ELAP 198.1.
The sample results are accurate to within +/- 5-10 percent as measured by the calibrated visual method.
Airtek collects samples in accordance with EPA 40 CFR Part 763.
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AIRTEK ENVIRONMENTAL CORP.
39-37 29TH STREET
LONG ISLAND CITY, NY 11101

SAMPLE DATE: 1/2/2012
DATE RECEIVED: 2/3/2012
REPORT DATE: 2/20/2012 DKP

57 GREEN STREET NEW YORK,NY
ROOF TO BASEMENT

TEST REPORT
POLARIZED LIGHT MICROSCOPY (PLM)
PROJECT: 12-0017

Sample/ Lab ID	LOCATION	APPEARANCE	SAMPLE TREATMENT	ASBESTOS TYPE %	FIBROUS TYPE %	NON-FIBROUS TYPE %
2ND LAYER		BROWN, LAYERED, FIBROUS	TEASED	NONE	CELLULOSE 100%	
TOTAL		WHITE/BROWN, LAYERED, FIBROUS	CRUSHED TEASED	NONE	FIBERGLASS TRACE, CELLULOSE 15%	CARBONATES 85%

Approved Signatory:_____ Analyst: J. BENNETT Date Analyzed: 2/5/12
Microscope: Nikon Labophot POL Method: PLM With EPA 600/M4/82/020, ELAP 198.1 AND ELAP 198.6
Methods of stratified point-counting or negative scanning are used on 4 mounts.
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39-37 29TH STREET
LONG ISLAND CITY, NY 11101

SAMPLE DATE: 2/9/2012
DATE RECEIVED: 2/10/2012
REPORT DATE: 5/4/12 KP

57 GREENE ST.
NEW YORK,NY
BASEMENT TO ROOF

TEST REPORT
POLARIZED LIGHT MICROSCOPY (PLM)
PROJECT: 12-0017

Sample/ Lab ID	LOCATION	APPEARANCE	SAMPLE TREATMENT	ASBESTOS TYPE %	FIBROUS TYPE %	NON-FIBROUS TYPE %
34 201642	TAR, ROOF (INSIDE) BULKHEAD	BLACK, HOMOGENEOUS, NON-FIBROUS	NOB	NONE		ORGANIC MATRIX 100%, RESIDUE <1%
35 201643	TAR, ROOF (INSIDE) BULKHEAD	BLACK, HOMOGENEOUS, NON-FIBROUS	NOB	NONE/INCONCLUSIVE		ORGANIC MATRIX 96.2%, RESIDUE 3.8%
36 201644	PLASTER (ONLY BROWN), 5TH FLOOR (UNDER JOIST) ROOM 503	BROWN, HETEROGENEOUS, FIBROUS	CRUSHED TEASED	NONE		CARBONATES QUARTZ 100%
37 201645	PLASTER (ONLY BROWN), 5TH FLOOR (UNDER JOIST) ROOM 503	BROWN, HOMOGENEOUS, NON-FIBROUS	CRUSHED TEASED	NONE		CARBONATES QUARTZ 100%
38 201646	PLASTER (ONLY BROWN), 5TH FLOOR (UNDER JOIST) ROOM 503	BROWN, HOMOGENEOUS, NON-FIBROUS	CRUSHED TEASED	NONE		CARBONATES QUARTZ 100%
39 201647	PLASTER (WHITE), 5TH FLOOR ROOM 503	WHITE, HOMOGENEOUS, NON-FIBROUS	CRUSHED TEASED	NONE		CARBONATES 100%
40 201648	PLASTER (WHITE), 5TH FLOOR ROOM 503	WHITE, HOMOGENEOUS, NON-FIBROUS	CRUSHED TEASED	NONE		CARBONATES 100%
41 201649	PLASTER (WHITE), 5TH FLOOR ROOM 503	WHITE, HOMOGENEOUS, NON-FIBROUS	CRUSHED TEASED	NONE		CARBONATES 100%
42 201650	PLASTER (WHITE), 5TH FLOOR ROOM 503	WHITE, HOMOGENEOUS, NON-FIBROUS	CRUSHED TEASED	NONE		CARBONATES 100%

Approved Signatory: _____ Analyst: J.BENNETT Date Analyzed: 2/12/12+2/14/12
Microscope: Nikon Labophot-POL Method: PLM With EPA 600/M4/82/020, ELAP 198.1 AND ELAP 198.6
Methods of stratified point counting or negative scanning are used on 4 mounts.
Polarized light microscopy is not consistent/reliable in detecting asbestos in floor covering/non-friable organically bound materials (NOB's).
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SAMPLE DATE: 2/9/2012
DATE RECEIVED: 2/10/2012
REPORT DATE: 5/4/12 KP

57 GREENE ST.
NEW YORK,NY
BASEMENT TO ROOF

TEST REPORT
POLARIZED LIGHT MICROSCOPY (PLM)
PROJECT: 12-0017

Sample/ Lab ID	LOCATION	APPEARANCE	SAMPLE TREATMENT	ASBESTOS TYPE %	FIBROUS TYPE %	NON-FIBROUS TYPE %
43 201651	PLASTER, BASEMENT BOILER ROOM	WHITE, HOMOGENEOUS, NON-FIBROUS	CRUSHED TEASED	NONE		CARBOANTES 100%
44 201652	PLASTER, BASEMENT BOILER ROOM	WHITE, HOMOGENEOUS, NON-FIBROUS	CRUSHED TEASED	NONE		CARBOANTES 100%
45 201653	PLASTER, BASEMENT BOILER ROOM	WHITE, HOMOGENEOUS, NON-FIBROUS	CRUSHED TEASED	NONE		CARBOANTES 100%
46 201654	PLASTER (BROWN), 5TH FLOOR ROOM 503	BROWN, HETEROGENEOUS, NON-FIBROUS	CRUSHED TEASED	NONE	CELLULOSE 10%	GYPSUM 90%
47 201655	PLASTER (BROWN), 5TH FLOOR ROOM 503	BROWN, HETEROGENEOUS, FIBROUS	CRUSHED TEASED	NONE	CELLULOSE 8%	GYPSUM, BINDER/FILLER 92%
48 201656	PLASTER (BROWN), 5TH FLOOR ROOM 503	BROWN, HETEROGENEOUS, FIBROUS	CRUSHED TEASED	NONE	CELLULOSE 10%	GYPSUM, BINDER/FILLER 90%
49 201657	PLASTER (BROWN), 5TH FLOOR ROOM 503	BROWN, HETEROGENEOUS, FIBROUS	CRUSHED TEASED	NONE	CELLULOSE 8%	GYPSUM, BINDER/FILLER 92%
50 201658	PLASTER (BROWN), BASEMENT BOILER ROOM	BROWN, HETEROGENEOUS, FIBROUS	CRUSHED TEASED	NONE	CELLULOSE 10%	GYPSUM, BINDER/FILLER 90%
51 201659	PLASTER BROWN, BASEMENT BOILER ROOM	BROWN, HETEROGENEOUS, FIBROUS	CRUSHED TEASED	NONE	CELLULOSE 6%	BINDER/FILLER, GYPSUM 94%

Approved Signatory: _____ Analyst: J.BENNETT Date Analyzed: 2/12/12
Microscope: Nikon Labophot POL Method: PLM with EPA 600/M4/82/020, ELAP 198.1 AND ELAP 198.6
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39-37 29TH STREET
LONG ISLAND CITY, NY 11101

57 GREENE ST.
NEW YORK,NY
BASEMENT TO ROOF

SAMPLE DATE: 2/9/2012
DATE RECEIVED: 2/10/2012
REPORT DATE: 5/4/12 KP

TEST REPORT
POLARIZED LIGHT MICROSCOPY (PLM)
PROJECT: 12-0017

Sample/ Lab ID	LOCATION	APPEARANCE	SAMPLE TREATMENT	ASBESTOS TYPE %	FIBROUS TYPE %	NON-FIBROUS TYPE %
52 201660	PLASTER BROWN, BASEMENT BOILER ROOM	BROWN, HETEROGENEOUS, FIBROUS	CRUSHED TEASED	NONE	CELLULOSE 10%	GYPSUM BINDER/FILLER 90%

Approved Signatory:_____ Analyst: J.BENNETT Date Analyzed: 2/12/12
Microscope: Nikon Labophot-POL Method: PLM With EPA 600/M4/82/020, ELAP 198.1 AND ELAP 198.6
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TURN AROUND TIME:
☐ RUSH ☐ 6 HRS ☒ 24 HRS ☐ OTHER

ASBESTOS FIELD SURVEY DATA SHEET / BULK SAMPLE LOG

PAGE ____ OF ____

PROJECT NO.: 12-0017
CLIENT:
PROJECT SITE: 57 Greene Street New York, N.Y.
INVESTIGATOR: MOYNA ALI

LOCATION(S) SURVEYED: Basement to Roof
SCOPE OF WORK: ACM Survey
INSPECTOR: MOYNA ALI DATE(S) OF INSPECTION: 2/9/12

HA	Sample #	Lab #	Material Description	Sample Location	QUANTITY (LF/SF)	ASSESSMENT COND	ASSESSMENT FRIAB	ASBESTOS CONTENT %
	34	201642	Tar	Roof (inside) Bulkhead	85 sf	good	N	NAD ~~Fac~~
	35	43	↓	↓	↓	↓	↓	NAD ~~Fac~~ inc
	36	44	Plaster (only brown)	5th Floor (under joist) Room 503	Thru-out	good	Y	NAD
	37	45	↓	↓	↓	↓	↓	↓
	38	46	↓	↓	↓	↓	↓	↓
	39	47	Plaster (white)	Room 503	↓	good	↓	↓
	40	48	↓	↓	↓	↓	↓	↓
	41	49	↓	↓	↓	↓	↓	↓

PHYSICAL CONDITION ASSESSMENT
1 Damaged or Significantly Damaged Friable ISI
2 Damaged Friable Building ACM
3 Significantly Damaged Friable Surfacing ACM
4 Damaged or Significantly Damaged Friable Misc. ACM
5 ACBM with potential for Damage
6 ACBM with potential for Significant Damage
7 Presumed Friable or Suspect ACBM
G - Good / MD - Minor Damage / P - Poor

FRIABLE: Yes (Y) No (N)

PLM - POLARIZED LIGHT MICROSCOPY TEM - TRANSMISSION ELECTRON MICROSCOPY

RELINQUISHED BY: Moyna Ali / Moyna Ali DATE: 2/9/12 TIME: 2:00 hrs
RECEIVED BY: Thomas Sue DATE: 2/10/12 TIME: 3pm
ANALYZED BY: Joan Bennett / Joan Bennett DATE: 2/12/12, 2/14 TIME: 12pm
CHECKED BY: DATE: 2/15/12 TIME:

FIELD NOTES:

ANALYZE: ☐ ALL ☒ STOP AT FIRST POSITIVE ☐ PLM ☐ TEM

NYSDOL INSPECTOR: MOYNA ALI
CERTIFICATE NO.: 89-01641
TELEPHONE NO.: (718) 937-3720
ADDRESS: Airtek Environmental Corp. 39-37 29th Street, Long Island City, NY, NY 11101

1. A visual determination of accessible suspect materials and condition;
2. Collect bulk samples of suspect building materials.
3. A physical "Hand Pressure" test for determining friability and condition.
4. Assessment of suspect friable and non-friable materials and locations.
5. Quantify the amount of suspect materials in their respective locations.
6. Submit bulk samples for analysis by PLM and/or TEM Method.
7. Bulk Sample locations and suspect materials were identified on the appropriate building floor plan diagram with the sample number.
8. A Chain of Custody record accompanied the samples to the laboratory.
9. Any inconclusive result for a NOB must be confirmed by TEM or assumed ACM.

TURN AROUND TIME:
☐ RUSH ☐ 6 HRS ☒ 24 HRS ☐ OTHER

ASBESTOS FIELD SURVEY DATA SHEET / BULK SAMPLE LOG

PAGE ____ OF ____

PROJECT NO.: 12-0017
CLIENT:
PROJECT SITE: 57 Greene Street New York, N.Y.
INVESTIGATOR: MOYNA ALI

LOCATION(S) SURVEYED: Basement To Roof
SCOPE OF WORK: ACM Survey
INSPECTOR: MOYNA ALI DATE(S) OF INSPECTION: 2/9/12

HA	Sample #	Lab #	Material Description	Sample Location	QUANTITY (LF/SF)	ASSESSMENT COND	ASSESSMENT FRIAB	ASBESTOS CONTENT %
	42	201650	Plaster (white)	5th Floor Room 503	Thru-out	good	Y	NAD
	43	51	Plaster	Basement Boiler Room				
	44	52						
	45	53						
	46	54	Plaster (brown)	5th Floor Room 503				
	47	55						
	48	56						
	49	57						
	50	58		Basement Boiler Rm				

PHYSICAL CONDITION ASSESSMENT
1 Damaged or Significantly Damaged Friable ISI
2 Undamaged Friable Building ACM
3 Significantly Damaged Friable Building ACM
4 Damaged or Significantly Damaged Friable Misc. ACM
5 ACBM with potential for Damage
6 ACBM with potential for Significant Damage
7 Presuming Friable or Suspect ACBM
G - Good / MD - Minor Damage / P - Poor

FRIABLE: Yes (Y) No (N)

PLM - POLARIZED LIGHT MICROSCOPY TEM - TRANSMISSION ELECTRON MICROSCOPY

RELINQUISHED BY: Moyna Ali / Moyna Ali DATE: 2/9/12 TIME: 2000hrs
RECEIVED BY: J Monlobon DATE: 2/10/12 TIME: 3PM
ANALYZED BY: Joan Benner / Joan Benner DATE: 2/12/12 TIME: 12pm
CHECKED BY: DATE: 2/15/12 TIME:

FIELD NOTES:

ANALYZE: ☐ ALL ☒ STOP AT FIRST POSITIVE ☐ PLM ☐ TEM

NYSDOL INSPECTOR: MOYNA ALI
CERTIFICATE NO.: 89-01641
TELEPHONE NO.: (718) 937-3720
ADDRESS: Airtek Environmental Corp., 39-37 29th Street, Long Island City, NY, NY 11101

1. A visual determination of accessible suspect materials and condition;
2. Collect bulk samples of suspect building materials.
3. A physical 'Hand Pressure' test for determining friability and condition.
4. Assessment of suspect friable and non-friable materials and locations.
5. Quantify the amount of suspect materials in their respective locations.
6. Submit bulk samples for analysis by PLM and/or TEM Method.
7. Bulk Sample locations and suspect materials were identified on the appropriate building floor plan diagram with the sample number.
8. A Chain of Custody record accompanied the samples to the laboratory.
9. Any inconclusive result for a HOB must be confirmed by TEM or assumed ACM.

TURN AROUND TIME:
☐ RUSH ☐ 6 HRS ☒ 24 HRS ☐ OTHER

ASBESTOS FIELD SURVEY DATA SHEET / BULK SAMPLE LOG

PAGE ____ OF ____

PROJECT NO.: 12-0017
CLIENT:
PROJECT SITE: 57 Greene Street New York, N.Y.
INVESTIGATOR: MOYNA ALI

LOCATION(S) SURVEYED: Basement To Roof
SCOPE OF WORK: ACM Survey
INSPECTOR: MOYNA ALI DATE(S) OF INSPECTION: 2/9/12

HA	Sample #	Lab #	Material Description	Sample Location	QUANTITY (LF/SF)	ASSESSMENT COND	ASSESSMENT FRIAB	ASBESTOS CONTENT %
	51	201659	Plaster brown	Basement Boiler Rm	Throughout	good	Y	NAD
	52	60	↓ ↓	↓ ↓	↓	↓	↓	↓

PHYSICAL CONDITION ASSESSMENT	FRIABLE	PLM - POLARIZED LIGHT MICROSCOPY / TEM - TRANSMISSION ELECTRON MICROSCOPY
1 Damaged or Significantly Damaged Friable ISI 2 Damaged Friable Building ACM 3 Significantly Damaged Friable Building ACM 4 Damaged or Significantly Damaged Friable Misc. ACM 5 ACBM with potential for Damage 6 ACBM with potential for Significant Damage 7 Presumed Friable or Suspect ACBM G - Good / MD - Minor Damage / P - Poor	Yes (Y) No (N)	RELINQUISHED BY: Moyna Ali / Moyna Ali DATE: 2/9/12 TIME: 300 hrs RECEIVED BY: Shortcutbrea DATE: 2/10/12 TIME: 3pm ANALYZED BY: Joan Bennett / Joan Bennett DATE: 2/12/12 TIME: 12pm CHECKED BY: DATE: 2/15/12 TIME:

NYSDOL INSPECTOR: MOYNA ALI
CERTIFICATE NO.: 89-01641
TELEPHONE NO.: (718) 937-3720
ADDRESS: Airtek Environmental Corp.
39-37 29th Street, Long Island City, NY, NY 11101

1. A visual determination of accessible suspect materials and condition:
2. Collect bulk samples of suspect building materials.
3. A physical "Hand Pressure" test for determining friability and condition.
4. Assessment of suspect friable and non-friable materials and locations.
5. Quantify the amount of suspect materials in their respective locations.
6. Submit bulk samples for analysis by PLM and/or TEM Method.
7. Bulk Sample locations and suspect materials were identified on the appropriate building floor plan diagram with the sample number.
8. A Chain of Custody record accompanied the samples to the laboratory.
9. Any inconclusive result for a NOB must be confirmed by TEM or assumed ACM.

FIELD NOTES:

ANALYZE: ☐ ALL ☐ PLM ☒ STOP AT FIRST POSITIVE ☐ TEM

TURN AROUND TIME:
☐ RUSH ☐ 6 HRS ☒ 24 HRS ☐ OTHER

ASBESTOS FIELD SURVEY DATA SHEET / BULK SAMPLE LOG

PAGE ____ OF ____

PROJECT NO.: 12-0017
CLIENT:
PROJECT SITE: 57-63 Greene Street
INVESTIGATOR: MOYNA ALI

LOCATION(S) SURVEYED: 5th Floor & Basement
SCOPE OF WORK: ACM Survey
INSPECTOR: MOYNA ALI DATE(S) OF INSPECTION: 7/12/12

HA	Sample #	Lab #	Material Description	Sample Location	QUANTITY (LF/SF)	ASSESSMENT COND	ASSESSMENT FRIAB	ASBESTOS CONTENT %
	53	204484	Chimney brick	Basement	Thru-out	good	Y	NAD
	54	85	↓	5th Floor	↓	↓	↓	↓
	55	86	Chimney brick mortar	↓	↓	↓	↓	↓
	56	87	↓	Basement	↓	↓	↓	↓

PHYSICAL CONDITION ASSESSMENT
1 Damaged or Significantly Damaged Friable ACM
2 Damaged Friable Surfacing ACM
3 Significantly Damaged Friable Surfacing ACM
4 Damaged or Significantly Damaged Friable Misc ACM
5 ACBM with potential for Damage
6 ACBM with potential for Significant Damage
7 Presumed Friable or Suspect ACBM
G - Good FAD - Minor Damage FP - Poor

FRIABLE: Yes (Y) No (N)

PLM - POLARIZED LIGHT MICROSCOPY TEM - TRANSMISSION ELECTRON MICROSCOPY

RELINQUISHED BY: Moyna Ali / Moyna Ali DATE: 7/12/12 TIME: 1300 hrs
RECEIVED BY: E. Martinez DATE: 7/12/12 TIME: 2pm
ANALYZED BY: [redacted] DATE: 7/13/12 TIME: 2:40p
CHECKED BY: DATE: TIME:

FIELD NOTES:

ANALYZE: ☐ ALL ☐ PLM ☒ STOP AT FIRST POSITIVE ☐ TEM

NYSDOL INSPECTOR: MOYNA ALI
CERTIFICATE NO.: 89-01641
TELEPHONE NO.: (718) 937-3720
ADDRESS: Aztek Environmental Corp.
39-37 29th Street, Long Island City, NY, NY 11101

1. A visual determination of accessible suspect materials and condition.
2. Collect bulk samples of suspect building materials.
3. A physical "Hand Pressure" test for determining friability and condition.
4. Assessment of suspect friable and non-friable materials and locations.
5. Quantify the amount of suspect materials in their respective locations.
6. Submit bulk samples for analysis by PLM and/or TEM Method.
7. Bulk Sample locations and suspect materials were identified on the appropriate building floor plan diagram with the sample number.
8. A Chain of Custody record accompanied the samples to the laboratory.
9. Any inconclusive result for a NOB must be confirmed by TEM or assumed ACM.

TEM

AIRTEK ENVIRONMENTAL CORP.

39-37 29th Street, Long Island City, NY 11101
Tel: 718-937-3720 Fax: 718-937-3721
www.airtekenv.com

ACM BULK SAMPLE ANALYSIS
CHAIN OF CUSTODY TRANSMITTAL

12-02-173

PROJECT NUMBER: # 12-0017 DATE SAMPLED: LTS
CLIENT/LOCATION: 57 Greene Str. LABORATORY: LTS

SAMPLE NUMBER	HOMOGENOUS AREA	LAB ID#	SAMPLE DESCRIPTION	SAMPLE LOCATION
34		201642	TAR	(—) wall
35		43	↓	↓

# OF ITEMS:	TIME:	DATE:	RELINQUISHED BY:	RECEIVED BY:
2		2/15/12		Jesse Olaya 2-16-12

SPECIAL INSTRUCTIONS:
Analyze for TEM 24 HR. TAT ~~Stop at 1st. Positive~~

Email To : EMART @ AIRTEKENV.COM

APPENDIX B

8.0 Abatement Documentation

NEW YORK STATE - DEPARTMENT OF LABOR
DIVISION OF SAFETY AND HEALTH
LICENSE AND CERTIFICATE UNIT
STATE CAMPUS BUILDING 12
ALBANY, NY 12240

ASBESTOS HANDLING LICENSE

Airtek Environmental Corporation

39-37 29th Street

Long Island City, NY 11101

FILE NUMBER: 99-0589
LICENSE NUMBER: 28638
LICENSE CLASS: RESTRICTED
DATE OF ISSUE: 06/02/2011
EXPIRATION DATE: 06/30/2012

Duly Authorized Representative – Saad Zouak

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

Maureen A. Cox

Maureen A. Cox, Director
FOR THE COMMISSIONER OF LABOR

SH 432 (4-07)

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2012
Issued April 01, 2011

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MR. SAAD ZOUAK
AIRTEK ENVIRONMENT CORP
39-37 29TH STREET
LONG ISLAND CITY, NY 11101

NY Lab Id No: 11040
EPA Lab Code: NY01361

is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved subcategories and/or analytes are listed below:

Miscellaneous

Asbestos in Friable Material	EPA 600/M4/82/020
	Item 198.1 of Manual
Asbestos in Non-Friable Material-PLM	Item 198.6 of Manual (NOB by PLM)

Serial No.: 44136

Property of the New York State Department of Health. Certificates are valid only at the address shown, must be conspicuously posted, and are printed on secure paper. Continued accreditation depends on successful ongoing participation in the Program. Consumers are urged to call (518) 485-5570 to verify the laboratory's accreditation status.

COPY

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2012
Issued April 01, 2011

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MR. EMANUEL DIMITRAKAS
LABORATORY TESTING SERVICES INC
45-09 GREENPOINT AVENUE
LONG ISLAND CITY, NY 11104

NY Lab Id.No: 10955
EPA Lab Code:

is hereby APPROVED as an Environmental Laboratory for the category:
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved subcategories and/or analytes are listed below:

Miscellaneous

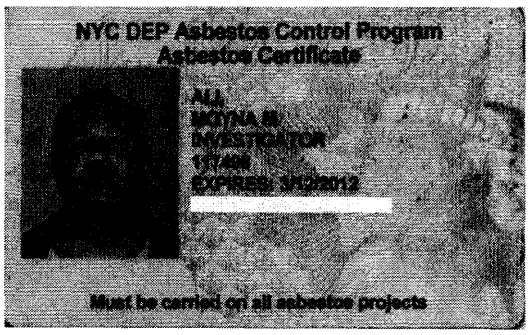
Asbestos in Friable Material	EPA 600/M4/82/020
	Item 198.1 of Manual
Asbestos in Non-Friable Material-PLM	Item 198.6 of Manual (NOB by PLM)
Asbestos in Non-Friable Material-TEM	ITEM [illegible] OF MANUAL
Lead in Paint	ASTM D3335-85A

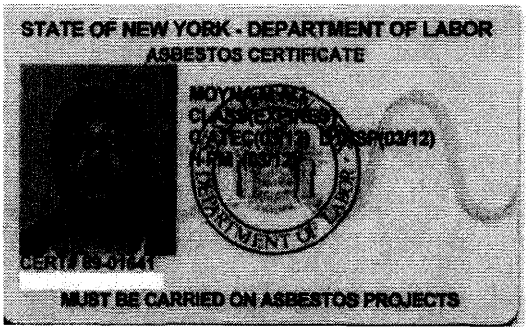
Sample Preparation Methods

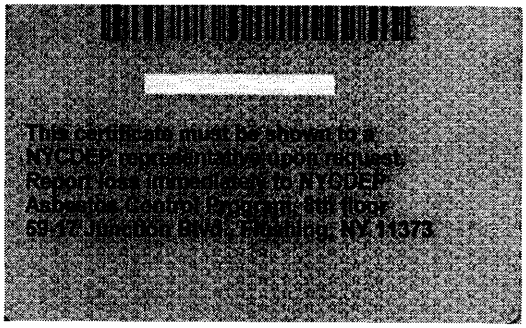
	APP. [illegible] HUD JUNE 1995

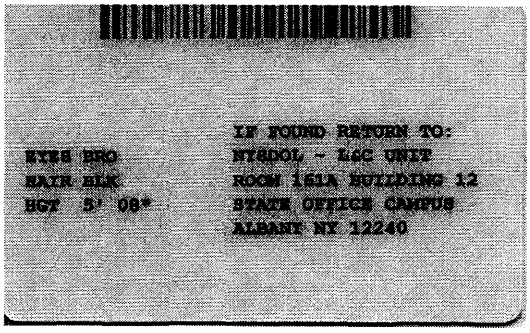
Serial No.: 44093

Property of the New York State Department of Health. Certificates are valid only at the address shown; must be conspicuously posted, and are printed on secure paper. Continued accreditation depends on successful ongoing participation in the Program. Consumers are urged to call (518) 485-5570 to verify the laboratory's accreditation status.


NYC DEP Asbestos Control Program
Asbestos Certificate
ALL
MOYNA N
INVESTIGATOR
EXPIRES: 3/12/2012
Must be carried on all asbestos projects


STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE
MUST BE CARRIED ON ASBESTOS PROJECTS


This certificate must be shown to a
NYCDEP representative upon request.
Report lost immediately to NYCDEP
Asbestos Control Program, 5th floor


EYES BRO
HAIR BLK
HGT 5' 08"
IF FOUND RETURN TO:
NYSDOL - LCC UNIT
ROOM 161A BUILDING 12
STATE OFFICE CAMPUS
ALBANY NY 12240

Environmental Protection

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT NOTIFICATION (Form ACP7)

RECEIVED
6/27/2012
DEP
BUREAU OF ENVIRONMENT REMEDIATION & ENFORCEMENT
ASBESTOS CONTROL PROGRAM
TRU 1

This form must be submitted to the DEP not less than one week in advance of the start of abatement activities.

I. FACILITY

1. Premise No. 57-63 Street Name Greene Street Borough Manhattan Zip 10012
2. AKA _____ Type of Facility Commercial BIN 1007297 Block 00486 Lot 7503
3. Is the abatement activity not associated with a building / structure (ie., a street activity job)? Yes [X] No
4. If yes, specify location, on _____ between _____ and _____
5. Is this building a one-or-two family residence? [ ] Yes [X] No Is the building height more than 75 feet? [ ] Yes [X] No
6. Is the abatement activity conducted in a Government owned building? Yes [X] No

II. BUILDING OWNER

7. Name Greene Mercer Holdings, LLC Address 11 East 44th Street Suite 1000
8. City New York State NY Zip 10017 Contact Person Michael Betancourt
9. Tel. # (212) 849-9200 Fax # _____ Email mwright@dhallerinc.com

III. APPLICANT

10. Applicant's Affiliation [ ] Owner [X] Asbestos contractor [ ] Third Party Air Monitor [ ] Other _____
11. Name Avant-Grade Group, Inc Address 140 Gibson ave
12. City Staten Island State NY Zip 10308 Contact Person Avant-Garde Group
13. Tel. # 7189843924 Fax # 7182333166 Email sg-agg@hotmail.com

IV. ASBESTOS ABATEMENT CONTRACTOR

14. Name Avant-Garde Group, Inc. DOL Lic. # 29887 Address 140 Gibson Ave. Suite B
15. City Staten Island State NY Zip 10308 Contact Person Avant-Garde Group, Inc.
16. Tel. # 718-984-3924 Fax # 718-233-3166 Email eg-agg@hotmail.com

V. THIRD PARTY AIR MONITOR

17. Name Airtek Environmental Corporation DOL Lic. # 28638 Address 39-37 29th Street
18. City Long Island City State NY Zip 11101 Contact Person Airtek Environmental Corporation
19. Tel. # 718-937-3720 Fax # 718-937-3721 Email mzouak@airtekenv.com
20. Sample Analysis Laboratory Airtek Environmental Corp. NYS DOH ELAP # 11040

VI. PROJECT INFORMATION

21. Start date 7/17/2012 Projected completion date 9/28/2012
22. Asbestos work schedule Monday 9:00AM - 6:00PM, Tuesday 9:00AM - 6:00PM, Wednesday 9:00AM - 6:00PM, Thursday 9:00AM - 6:00PM, Friday 9:00AM - 6:00PM, Saturday 9:00AM - 6:00PM, Sunday 9:00AM - 6:00PM

Access to inspect the premises must be provided during the work schedule indicated above.

23. Total amount of asbestos-containing material _____ 75 Square Feet, and/or _____ Linear Feet

TRU #	ACP7 Fee	EN #
TRU1389MN12	$400.00	

24. Is the area under containment on any single floor equal to or more than a. 15,000 sq.ft Yes X No b. 7,500 sq.ft. Yes X No

25. TYPE OF ABATEMENT: Removal

26. ABATEMENT PROCEDURE: Exterior Foam, Exterior Vertical Surface

VII. PROJECT DETAILS

27. DOES THE ASBESTOS PROJECT INVOLVE

(Checking "Yes" to any of the following subsections will require notice to FDNY as per Section 901.7 NYC Fire Code, Local Law 26 of 2008)

A. Disengagement or obstruction of any component of exit signage or exit lighting system? Yes X No

B. Disengagement of any fire alarm system component including any fire alarm-initiating device? Yes X No

C. Shut-off of the sprinkler system water supply? Yes X No

D. Shut-off of any part of a standpipe system or standpipe system components, including valves or fire pumps? Yes X No

28. DOES THE ASBESTOS PROJECT INVOLVE

(If you answer "Yes" to any of the following, you must submit a complete Work Place Safety Plan and obtain an Asbestos Abatement permit from DEP before commencing abatement activities. Please see section 1-26 of the DEP Asbestos Rules and the instructions for this form)

A. Obstruction of an exit door leading to an exit stair or the exterior of the building? Yes X No

B. Obstruction of an exterior fire escape or access to that fire escape? Yes X No

C. Obstruction of a fire-rated corridor leading to an exit door? Yes X No

D. Removal of handrails in an exit stair or ramp within the work area*? Yes X No

E. Removal or dismantling of any fire alarm system component including any fire alarm-initiating device (e.g. smoke detectors and manual pull stations) within the work area*? Yes X No

F. Removal or dismantling of any exit sign, including directional signs, or any component of the exit lighting system, including photoluminescent exit path marking within the work area*? Yes X No

G. Removal or dismantling of any part of a sprinkler system including piping or sprinkler head within the work area*? Yes X No

H. Removal or dismantling of any part of a standpipe system, including valves or fire pumps within the work area*? Yes X No

29. DOES THE ASBESTOS PROJECT INVOLVE

(If you answer " Yes" to any of the following, you must obtain an Asbestos Abatement Permit from DEP before commencing abatement activities. Please see section 1-26 of the DEP Asbestos Rules and the instruction form that will be generated once you submit this application)

A. Removal of any fire-resistance rated portions of a wall, ceiling, floor, door, corridor, partition, or structural element enclosure including spray on fire-resistance rated materials within the work area*? Yes X No

B. Removal of any fire dampers, smoke dampers, fire stopping materials, fireblocking or draft stopping within fire-resistance rated assemblies or within concealed spaces? Yes X No

C. Removal of any non-load bearing / non-fire-resistance rated wall (greater than 45 sq.ft or 50% of a given wall) within the work area*? Yes X No

D. Any plumbing work other than the repair or replacement of plumbing fixtures within the work area*? Yes X No

TRU #	ACP7 Fee	EN #
TRU1389MN12	$400.00	

VIII. ASBESTOS HAULER

Asbestos Hauler Express Waste NYS DEC Permit # NJ804 TEL.# (718) 991-2828

30. Disposal Site(s) Minerva Enterprises, Inc 8955 Minerva road Waynesburg OH 44688

IX. LOCATION OF ABATEMENT

Total amount of asbestos-containing material 75 Square Feet, and/or _____ Linear Feet

Floor	Entire Floor	Section of Floor	Type Of Abatement	Abatement Procedure	Type of Asbestos Containing Material	Amount of ACM		A-TRU Review/ Approval/Permit Required	Variance Required
						Square Feet	Linear Feet		
Roof	No	SE corner	Removal	Exterior Foam	Roofing Material	45		No	No
Roof	No	SE corner	Removal	Exterior Vertical Surface	flashing	30		No	No
					TOTAL ACM	75			

Please note:

1. The requirements of the Asbestos Control Program Rules may not be lawfully avoided or lessened through the performance of work in incremental or piecemeal fashion

2. Any modification of information provided on this form must be reported immediately in writing directly to the NYC DEP Asbestos Control Program

TRU #	ACP7 Fee	EN #
TRU1389MN12	$400.00	

AIRTEK ENVIRONMENTAL CORPORATION

39 – 37 29th Street, Long Island City, New York, 11101
Phone (718) 937-3720 Fax (718) 937-3721
www.airtekenv.com

September 18, 2012

Mr. Michael Betancourt
AION Partners
11 East 44th Street, Suite 1000
New York, NY 10017

Re: Asbestos Air Sampling at
57-63 Greene Street, New York, NY – Southeast Roof
Airtek's Project # 12-1096

Dear Mr. Betancourt:

Airtek Environmental Corporation (Airtek) has conducted asbestos air sampling and project monitoring on July 17th, 2012 at 57-63 Greene Street, New York, NY – Southeast Roof (site). The following report details the project.

Executive Summary

Airtek was requested to conduct asbestos air sampling and analysis at the above referenced project site, in order to determine the asbestos fiber concentration during removal of roofing and flashing within the subject spaces. All sampling was conducted in accordance with regulatory protocols. Air samples were analyzed via phase contrast microscopy (PCM). No air sample exceeded the 0.01 fibers per cubic centimeter reoccupancy criteria by PCM.

Procedures

All PCM air sampling analysis was performed in accordance with National Institute for Occupational Safety and Health (NIOSH) Method 7400 protocols. Samples collected were analyzed using PCM by Airtek's accredited laboratory. Airtek's laboratory is accredited by the New York State Department of Health under their Environmental Laboratory Approval Program (ELAP #11040) and by the American Industrial Hygiene Association (AIHA) for asbestos PCM analysis (AIHA #100275).

Results

No air samples exceeded the 0.01 f/cc reoccupancy criteria.

Thank you for allowing Airtek to be of service. If I may provide any further information about the services provided, please feel free to contact me at 718-937-3720.

Respectfully,

Marija Vasic
Project Manager

Environmental Protection

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

PROJECT MONITOR'S REPORT

This form must be submitted to NYC DEP within three weeks after completion of post-abatement clearance air monitoring

I. Project Information

Premise Address 57-63 Greene Street Borough Manhattan Zip 10012

Asbestos Project Notification TRU # TRU1389MN12

This form is being filed for [X] the entire project [ ] only the part of the project indicated below.

II. Certification

I, RAYMOND SHULER, hereby certify as follows:

1. I am currently certified as a Project Monitor by the New York State Department of Labor.

2. I conducted an inspection of the asbestos work area(s) at the above- referenced premises, as follows:

Floor	Entire Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		Date of Successful Clearance Air Monitoring	Date of Inspection	DOB Job Number(s) (if applicable)
				Square Feet	Linear Feet			
Roof	No	SE corner	Roofing Material	45		7/18/2012	7/18/2012	
Roof	No	SE corner	flashing	30		7/18/2012	7/18/2012	
			TOTAL	75				

3. My inspection disclosed that the asbestos project (or part thereof) described above was completed and that all work areas were free of visible asbestos-containing debris or residue.

4. I have reviewed the post-abatement clearance air monitoring data for all work areas described above and attest that the results are within the threshold levels for re-occupancy as specified in section 1-43 of the DEP Asbestos Rules, or, if post-abatement clearance air monitoring was not required for this project, that the results of the air monitoring conducted during the project did not exceed 0.01 f/cc or the background levels.

5. I have reviewed the Asbestos Project Notification (ACP-7) and the asbestos survey, and the ACM listed in the ACP7 Form for the above-referenced areas matches the ACM indicated to be present in those areas by the asbestos survey.

III. Signature

RAYMOND SHULER Name (please print):	00-01161 Lic#	8/1/2013 Expiration date:
RAYMOND SHULER Name of the Company	(917) 882-0859 Telephone #	 Email
Project Monitor Signature	7/24/12 Date	

1722566

Environmental Protection

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT NOTIFICATION (Form ACP7)

RECEIVED
6/14/2013
DEP
BUREAU OF ENVIRONMENT REMEDIATION & ENFORCEMENT
ASBESTOS CONTROL PROGRAM
TRU 1

This form must be submitted to the DEP not less than one week in advance of the start of abatement activities.

I. FACILITY

1. Premise No. 63 Street Name Greene St Borough Manhattan Zip 10012
2. AKA _____ Type of Facility Residence BIN 1007297 Block 00486 Lot 7503
3. Is the abatement activity not associated with a building / structure (ie., a street activity job)? ☐ Yes ☒ No
4. If yes, specify location, on _____ between _____ and _____
5. Is this building a one-or-two family residence? ☐ Yes ☒ No Is the building height more than 75 feet? ☐ Yes ☒ No

5A. Is this abatement activity part of NYC Rapid Repair Program? ☐ Yes ☒ No

6. Is the abatement activity conducted in a Government owned building? ☐ Yes ☒ No

II. BUILDING OWNER

7. Name Green Mercer Holdings,LLC Address 11 East 44th street
8. City New York State NY Zip 10017 Contact Person Jackie Renton
9. Tel. # (212) 849-9253 Fax # _____ Email j.renton@aionpartners.com

III. APPLICANT

10. Applicant's Affiliation ☐ Owner ☒ Asbestos contractor ☐ Third Party Air Monitor ☐ Other _____
11. Name AGG Environmental Corp. Address 117 11th Street # 207
12. City Brooklyn State NY Zip 11215 Contact Person Serge Goloubenko
13. Tel. # 7184992300 Fax # _____ Email serge@aggenvironmental.com

IV. ASBESTOS ABATEMENT CONTRACTOR

14. Name AGG Environmental Corp. DOL Lic. # 69902 Address 117 11th Street Suite 207
15. City Brooklyn State NY Zip 11215 Contact Person AGG Environmental Corp.
16. Tel. # 718-499-2300 Fax # 718-233-3166 Email serge@aggenvironmental.com

V. THIRD PARTY AIR MONITOR

17. Name Airtek Environmental Corporation DOL Lic. # 28638 Address 39-37 29th Street
18. City Long Island City State NY Zip 11101 Contact Person Airtek Environmental Corporation
19. Tel. # 718-937-3720 Fax # 718-937-3721 Email mzouak@airtekenv.com
20. Sample Analysis Laboratory Airtek Environmental Corp.; NYS DOH ELAP # 11040

VI. PROJECT INFORMATION

21. Start date 6/21/2013 Projected completion date 8/31/2013
22. Asbestos work schedule Monday 8:00AM - 8:00PM, Tuesday 8:00AM - 8:00PM, Wednesday 8:00AM - 8:00PM, Thursday 8:00AM - 8:00PM, Friday 8:00AM - 8:00PM, Saturday 8:00AM - 8:00PM

Access to inspect the premises must be provided during the work schedule indicated above.

23. Total amount of asbestos-containing material 8,500 Square Feet, and/or _____ Linear Feet

TRU #	ACP7 Fee	EN #
TRU1342MN13	$1,200.00	

1155410

24. Is the area under containment on any single floor equal to or more than a. 15,000 sq.ft ☐Yes ☒No b. 7,500 sq.ft.☐Yes ☒No

25. TYPE OF ABATEMENT: Removal

26. ABATEMENT PROCEDURE: Exterior Foam

VII. PROJECT DETAILS

27. DOES THE ASBESTOS PROJECT INVOLVE

(Checking "Yes" to any of the following subsections will require notice to FDNY as per Section 901.7 NYC Fire Code, Local Law 26 of 2008)

A. Disengagement or obstruction of any component of exit signage or exit lighting system? ☐Yes ☒No

B. Disengagement of any fire alarm system component including any fire alarm-initiating device? ☐Yes ☒No

C. Shut-off of the sprinkler system water supply? ☐Yes ☒No

D. Shut-off of any part of a standpipe system or standpipe system components, including valves or fire pumps? ☐Yes ☒No

28. DOES THE ASBESTOS PROJECT INVOLVE

(If you answer "Yes" to any of the following, you must submit a complete Work Place Safety Plan and obtain an Asbestos Abatement permit from DEP before commencing abatement activities. Please see section 1-26 of the DEP Asbestos Rules and the instructions for this form)

A. Obstruction of an exit door leading to an exit stair or the exterior of the building? ☐Yes ☒No

B. Obstruction of an exterior fire escape or access to that fire escape? ☐Yes ☒No

C. Obstruction of a fire-rated corridor leading to an exit door? ☐Yes ☒No

D. Removal of handrails in an exit stair or ramp within the work area*? ☐Yes ☒No

E. Removal or dismantling of any fire alarm system component including any fire alarm-initiating device (e.g. smoke detectors and manual pull stations) within the work area*? ☐Yes ☒No

F. Removal or dismantling of any exit sign, including directional signs, or any component of the exit lighting system, including photoluminescent exit path marking within the work area*? ☐Yes ☒No

G. Removal or dismantling of any part of a sprinkler system including piping or sprinkler head within the work area*? ☐Yes ☒No

H. Removal or dismantling of any part of a standpipe system, including valves or fire pumps within the work area*? ☐Yes ☒No

29. DOES THE ASBESTOS PROJECT INVOLVE

(If you answer " Yes" to any of the following, you must obtain an Asbestos Abatement Permit from DEP before commencing abatement activities. Please see section 1-26 of the DEP Asbestos Rules and the instruction form that will be generated once you submit this application)

A. Removal of any fire-resistance rated portions of a wall, ceiling, floor, door, corridor, partition, or structural element enclosure including spray on fire-resistance rated materials within the work area*? ☐Yes ☒No

B. Removal of any fire dampers, smoke dampers, fire stopping materials, fireblocking or draft stopping within fire-resistance rated assemblies or within concealed spaces? ☐Yes ☒No

C. Removal of any non-load bearing / non-fire-resistance rated wall (greater than 45 sq.ft or 50% of a given wall) within the work area*? ☐Yes ☒No

D. Any plumbing work other than the repair or replacement of plumbing fixtures within the work area*? ☐Yes ☒No

TRU #	ACP7 Fee	EN #
TRU1342MN13	$1,200.00	

VIII. ASBESTOS HAULER

30. Asbestos Hauler Express Waste NYS DEC Permit # NJ -804 TEL.# (718) 991-2828
Disposal Site(s) Minerva Enterprises 8955 Minerva Rd SE Waynesburg OH 44688

IX. LOCATION OF ABATEMENT

Total amount of asbestos-containing material 8,500 Square Feet, and/or _____ Linear Feet

Floor	Entire Floor	Section of Floor	Type Of Abatement	Abatement Procedure	Type of Asbestos Containing Material	Amount of ACM		A-TRU Review/ Approval/Permit Required	Variance Required
						Square Feet	Linear Feet		
roof	Yes		Removal	Exterior Foam	Roofing Material	8,500		No	No
					TOTAL ACM	8,500			

Please note:

1. The requirements of the Asbestos Control Program Rules may not be lawfully avoided or lessened through the performance of work in incremental or piecemeal fashion
2. Any modification of information provided on this form must be reported immediately in writing directly to the NYC DEP Asbestos Control Program

TRU #	ACP7 Fee	EN #
TRU1342MN13	$1,200.00	

1155410

AIRTEK ENVIRONMENTAL CORPORATION

39 – 37 29th Street, Long Island City, New York, 11101
Phone (718) 937-3720 Fax (718) 937-3721
www.airtekenv.com

October 20, 2013

Mr. Michael Betancourt
AION Partners
11 East 44th Street, Suite 1000
New York, NY 10017

Re: Asbestos Air Sampling and Project Monitoring at 63 Greene Street, New York, NY - Roof Airtek Project # 13-0816

Dear Mr. Betancourt:

Airtek Environmental Corporation (Airtek) conducted asbestos air sampling and project monitoring on July 31st thru September 13th, 2013 at 63 Greene Street, New York, NY - Roof (site). The following report details the project.

Executive Summary

Airtek was requested to conduct asbestos air sampling and analysis at the above referenced project site, in order to determine the asbestos fiber concentration during removal of roofing material within the subject spaces. All sampling was conducted in accordance with regulatory protocols. Air samples were analyzed via phase contrast microscopy (PCM). No air sample exceeded the 0.01 fibers per cubic centimeter reoccupancy criteria by PCM.

Procedures

All PCM air sampling analysis was performed in accordance with National Institute for Occupational Safety and Health (NIOSH) Method 7400 protocols. Samples collected were analyzed using PCM by Airtek's accredited laboratory. Airtek's laboratory is accredited by the New York State Department of Health under their Environmental Laboratory Approval Program (ELAP #11040) and by the American Industrial Hygiene Association (AIHA) for asbestos PCM analysis (AIHA #100275).

Results

No air samples exceeded the 0.01 f/cc reoccupancy criteria.

Thank you for allowing Airtek to be of service. If I may provide any further information about the services provided, please feel free to contact me at 718-937-3720.

Respectfully,

Marija Vasic
Project Manager

NYC Environmental Protection

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

PROJECT MONITOR'S REPORT

This form must be submitted to NYC DEP within three weeks after completion of post-abatement clearance air monitoring

I. Project Information

Premise Address 63 Greene St Borough Manhattan Zip 10012

Asbestos Project Notification TRU # TRU1342MN13

This form is being filed for [X] the entire project [ ] only the part of the project indicated below.

II. Certification

I, GBOLANIYI ODUMOSU, hereby certify as follows:

1. I am currently certified as a Project Monitor by the New York State Department of Labor.

2. I conducted an inspection of the asbestos work area(s) at the above- referenced premises, as follows:

Floor	Entire Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		Date of Successful Clearance Air Monitoring	Date of Inspection	DOB Job Number(s) (if applicable)
				Square Feet	Linear Feet			
roof	Yes		Roofing Material	8,500		9/13/2013	9/13/2013	
			TOTAL	8,500				

3. My inspection disclosed that the asbestos project (or part thereof) described above was completed and that all work areas were free of visible asbestos-containing debris or residue.

4. I have reviewed the post-abatement clearance air monitoring data for all work areas described above and attest that the results are within the threshold levels for re-occupancy as specified in section 1-43 of the DEP Asbestos Rules, or, if post-abatement clearance air monitoring was not required for this project, that the results of the air monitoring conducted during the project did not exceed 0.01 f/cc or the background levels.

5. I have reviewed the Asbestos Project Notification (ACP-7) and the asbestos survey, and the ACM listed in the ACP7 Form for the above-referenced areas matches the ACM indicated to be present in those areas by the asbestos survey.

IIII. Signature

GBOLANIYI ODUMOSU	09-19320	6/1/2014
Name (please print):	Lic#	Expiration date:
GBOLANIYI ODUMOSU	(347) 898-0793	
Name of the Company	Telephone #	Email
	9/13/13	
Project Monitor Signature	Date	

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9/13/2013 2:28:06 PM

ACP 15
05/11

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Environmental Protection

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT NOTIFICATION (Form ACP7)

RECEIVED
11/20/2013
DEP
BUREAU OF ENVIRONMENT REMEDIATION & ENFORCEMENT
ASBESTOS CONTROL PROGRAM
TRU 1

This form must be submitted to the DEP not less than one week in advance of the start of abatement activities.

I. FACILITY

1. Premise No. 63 Street Name Greene Street Borough Manhattan Zip 10012
2. AKA _____ Type of Facility Commercial BIN 1007297 Block 00486 Lot 7503
3. Is the abatement activity not associated with a building / structure (ie., a street activity job)? ☐ Yes ☒ No
4. If yes, specify location, on _____ between _____ and _____
5. Is this building a one-or-two family residence? ☐ Yes ☒ No Is the building height more than 75 feet? ☐ Yes ☒ No
6. Is the abatement activity conducted in a Government owned building? ☐ Yes ☒ No

II. BUILDING OWNER

7. Name Greene Mercer Holdings, LLC Address 11 East 44th Street
8. City New York State NY Zip 10017 Contact Person Michael Betancourt
9. Tel. # (212) 849-9200 Fax # _____ Email mwright@dhallerinc.com

III. APPLICANT

10. Applicant's Affliation ☐ Owner ☒ Asbestos contractor ☐ Third Party Air Monitor ☐ Other _____
11. Name AGG Environmental Corp. Address 117 11th Street Suite 207
12. City Brooklyn State NY Zip 11215 Contact Person Serge Goloubenko
13. Tel. # 7184992300 Fax # 7182333166 Email serge@aggenvironmental.com

IV. ASBESTOS ABATEMENT CONTRACTOR

14. Name AGG Environmental Corp. DOL Lic. # 69902 Address 117 11th Street Suite 207
15. City Brooklyn State NY Zip 11215 Contact Person AGG Environmental Corp.
16. Tel. # 718-499-2300 Fax # 718-233-3166 Email serge@aggenvironmental.com

V. THIRD PARTY AIR MONITOR

17. Name Airtek Environmental Corporation DOL Lic. # 28638 Address 39-37 29th Street
18. City Long Island City State NY Zip 11101 Contact Person Airtek Environmental Corporation
19. Tel. # 718-937-3720 Fax # 718-937-3721 Email mzouak@airtekenv.com
20. Sample Analysis Laboratory Airtek Environmental Corp NYS DOH ELAP # 11040

VI. PROJECT INFORMATION

21. Start date 12/2/2013 Projected completion date 1/31/2014
22. Asbestos work schedule Monday 8:00AM - 8:00PM, Tuesday 8:00AM - 8:00PM, Wednesday 8:00AM - 8:00PM, Thursday 8:00AM - 8:00PM, Friday 8:00AM - 8:00PM, Saturday 8:00AM - 8:00PM

Access to inspect the premises must be provided during the work schedule indicated above.

TRU #	ACP7 Fee	EN #
TRU2738MN13	$400.00	

1163443

23. Total amount of asbestos-containing material 140 Square Feet, and/or _____ Linear Feet

24. Is the area under containment on any single floor equal to or more than a. 15,000 sq.ft ☐Yes ☒No b. 7,500 sq.ft.☐Yes ☒No

25. TYPE OF ABATEMENT: Removal

26. ABATEMENT PROCEDURE: Full Containment

VII. PROJECT DETAILS

27. DOES THE ASBESTOS PROJECT INVOLVE

(Checking "Yes" to any of the following subsections will require notice to FDNY as per Section 901.7 NYC Fire Code, Local Law 26 of 2008)

A. Disengagement or obstruction of any component of exit signage or exit lighting system? ☐Yes ☒No

B. Disengagement of any fire alarm system component including any fire alarm-initiating device? ☐Yes ☒No

C. Shut-off of the sprinkler system water supply? ☐Yes ☒No

D. Shut-off of any part of a standpipe system or standpipe system components, including valves or fire pumps? ☐Yes ☒No

28. DOES THE ASBESTOS PROJECT INVOLVE

(If you answer "Yes" to any of the following, you must submit a complete Work Place Safety Plan and obtain an Asbestos Abatement permit from DEP before commencing abatement activities. Please see section 1-26 of the DEP Asbestos Rules and the instructions for this form)

A. Obstruction of an exit door leading to an exit stair or the exterior of the building? ☐Yes ☒No

B. Obstruction of an exterior fire escape or access to that fire escape? ☐Yes ☒No

C. Obstruction of a fire-rated corridor leading to an exit door? ☐Yes ☒No

D. Removal of handrails in an exit stair or ramp within the work area*? ☐Yes ☒No

E. Removal or dismantling of any fire alarm system component including any fire alarm-initiating device (e.g. smoke detectors and manual pull stations) within the work area*? ☐Yes ☒No

F. Removal or dismantling of any exit sign, including directional signs, or any component of the exit lighting system, including photoluminescent exit path marking within the work area*? ☐Yes ☒No

G. Removal or dismantling of any part of a sprinkler system including piping or sprinkler head within the work area*? ☐Yes ☒No

H. Removal or dismantling of any part of a standpipe system, including valves or fire pumps within the work area*? ☐Yes ☒No

29. DOES THE ASBESTOS PROJECT INVOLVE

(If you answer " Yes" to any of the following, you must obtain an Asbestos Abatement Permit from DEP before commencing abatement activities. Please see section 1-26 of the DEP Asbestos Rules and the instruction form that will be generated once you submit this application)

A. Removal of any fire-resistance rated portions of a wall, ceiling, floor, door, corridor, partition, or structural element enclosure including spray on fire-resistance rated materials within the work area*? ☐Yes ☒No

B. Removal of any fire dampers, smoke dampers, fire stopping materials, fireblocking or draft stopping within fire-resistance rated assemblies or within concealed spaces? ☐Yes ☒No

C. Removal of any non-load bearing / non-fire-resistance rated wall (greater than 45 sq.ft or 50% of a given wall) within the work area*? ☐Yes ☒No

D. Any plumbing work other than the repair or replacement of plumbing fixtures within the work area*? ☐Yes ☒No

TRU #	ACP7 Fee	EN #
TRU2738MN13	$400.00	

1163443

VIII. ASBESTOS HAULER

30. Asbestos Hauler Express Waste NYS DEC Permit # NJ 804 TEL.# (718) 991-2828

Disposal Site(s) Minerva Enterprises 8955 Minerva Rd Waynesburg OH 44688

IX. LOCATION OF ABATEMENT

Total amount of asbestos-containing material 140 Square Feet, and/or _____ Linear Feet

Floor	Entire Floor	Section of Floor	Type Of Abatement	Abatement Procedure	Type of Asbestos Containing Material	Amount of ACM		A-TRU Review/ Approval/Permit Required	Variance Required
						Square Feet	Linear Feet		
basement	No	east side	Removal	Full Containment	backfill, floor	140		No	No
					TOTAL ACM	140			

Please note:

1. The requirements of the Asbestos Control Program Rules may not be lawfully avoided or lessened through the performance of work in incremental or piecemeal fashion
2. Any modification of information provided on this form must be reported immediately in writing directly to the NYC DEP Asbestos Control Program

TRU #	ACP7 Fee	EN #
TRU2738MN13	$400.00	

1163443

AIRTEK ENVIRONMENTAL CORPORATION

39 – 37 29th Street, Long Island City, New York, 11101
Phone (718) 937-3720 Fax (718) 937-3721
www.airtekenv.com

December 20, 2013

Mr. Michael Betancourt
AION Partners
11 East 44th Street, Suite 1000
New York, NY 10017

Re: Asbestos Air Sampling and Project Monitoring at 63 Greene Street, New York, NY - Basement East Side Airtek Project # 13-1625

Dear Mr. Betancourt:

Airtek Environmental Corporation (Airtek) conducted asbestos air sampling and project monitoring on December 2nd thru 12th, 2013 at 63 Greene Street, New York, NY - Basement East Side (site). The following report details the project.

Executive Summary

Airtek was requested to conduct asbestos air sampling and analysis at the above referenced project site, in order to determine the asbestos fiber concentration during removal of floor backfill within the subject spaces. All sampling was conducted in accordance with regulatory protocols. Air samples were analyzed via phase contrast microscopy (PCM). No final air sample exceeded the 0.01 fibers per cubic centimeter reoccupancy criteria by PCM.

Procedures

All PCM air sampling analysis was performed in accordance with National Institute for Occupational Safety and Health (NIOSH) Method 7400 protocols. Samples collected were analyzed using PCM by Airtek's accredited laboratory. Airtek's laboratory is accredited by the New York State Department of Health under their Environmental Laboratory Approval Program (ELAP #11040) and by the American Industrial Hygiene Association (AIHA) for asbestos PCM analysis (AIHA #100275).

Results

No final air samples exceeded the 0.01 f/cc reoccupancy criteria.

Thank you for allowing Airtek to be of service. If I may provide any further information about the services provided, please feel free to contact me at 718-937-3720.

Respectfully,

Marija Vasic
Project Manager

Environmental Protection

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

PROJECT MONITOR'S REPORT

This form must be submitted to NYC DEP within three weeks after completion of post-abatement clearance air monitoring

I. Project Information

Premise Address 63 Greene Street Borough Manhattan Zip 10012

Asbestos Project Notification TRU # TRU2738MN13

This form is being filed for [X] the entire project [ ] only the part of the project indicated below.

II. Certification

I, MARAT KREIMERMAN, hereby certify as follows:

1. I am currently certified as a Project Monitor by the New York State Department of Labor.

2. I conducted an inspection of the asbestos work area(s) at the above- referenced premises, as follows:

Floor	Entire Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		Date of Successful Clearance Air Monitoring	Date of Inspection	DOB Job Number(s) (if applicable)
				Square Feet	Linear Feet			
basement	No	east side	backfill, floor	140		12/11/2013	12/11/2013	
			TOTAL	140				

3. My inspection disclosed that the asbestos project (or part thereof) described above was completed and that all work areas were free of visible asbestos-containing debris or residue.

4. I have reviewed the post-abatement clearance air monitoring data for all work areas described above and attest that the results are within the threshold levels for re-occupancy as specified in section 1-43 of the DEP Asbestos Rules, or, if post-abatement clearance air monitoring was not required for this project, that the results of the air monitoring conducted during the project did not exceed 0.01 f/cc or the background levels.

5. I have reviewed the Asbestos Project Notification (ACP-7) and the asbestos survey, and the ACM listed in the ACP7 Form for the above-referenced areas matches the ACM indicated to be present in those areas by the asbestos survey.

IIII. Signature

MARAT KREIMERMAN Name (please print):	07-09304 Lic#	4/1/2014 Expiration date:
MARAT KREIMERMAN Name of the Company	(212) 444-8870 Telephone #	Email
Project Monitor Signature	1/3/14 Date	

1735536

RESERVE FUND LAW

CHAPTER 8

COOPERATIVE AND CONDOMINIUM CONVERSIONS

§ 26–701 Application.
§ 26–702 Definitions.
§ 26–703 Establishment of reserve fund.
§ 26–704 Report on status of reserve fund.
§ 26–705 Posting of violations.
§ 26–706 Report on condition of premises.
§ 26–707 No waiver of rights.
§ 26–708 Criminal and civil penalties; enforcement.

§ 26–701 **Application.** The provisions of this chapter shall apply to conversions from rental to cooperative or condominium status of a building or a group of buildings or a development for which a plan must be filed with the state department of law pursuant to section three hundred fifty-two-eeee of the general business law.

HISTORICAL NOTE

Section added chap 907/1985 § 1

DERIVATION

Formerly § YYYY51-1.0 added LL 70/1982 § 2

§ 26–702 **Definitions.** As used in this chapter the following words shall mean:

a. "Building" any building, group of buildings or development.

b. "Total price" (1) with respect to cooperative conversions, the number of all shares in the offering multiplied by the last price per share which was offered to tenants in occupancy prior to the effective date of the plan regardless of number of sales made; (2) with respect to condominium conversions, the sum of the cost of all units in the offering at the last price which was offered to tenants in occupancy prior to the effective date of the plan regardless of number of sales made.

c. "Capital replacement" a building-wide replacement of a major component of any of the following systems:

(1) elevator;
(2) heating, ventilation and air conditioning;
(3) plumbing;
(4) wiring;
(5) window;

or, a major structural replacement to the building; provid[illegible] however, that replacements made to cure code violations of re[illegible] shall not be included.

d. "Offeror" the offeror, his or her nominees, assignees [illegible] successors in interest.

HISTORICAL NOTE

Section added chap 907/1985 § 1

DERIVATION

Formerly § YYYY51-2.0 added LL 70/1982 § 2

§ 26–703 **Establishment of reserve fund.** a. Within thirty days after the closing of a conversion pursuant to an offering plan the offeror shall establish and transfer to the cooperative corporation or condominium board of managers, a reserve fund to be used exclusively for making capital repairs, replacements and improvements necessary for the health and safety of the residents of such buildings. Such reserve fund shall be exclusive of any other funds required to be reserved under the plan or applicable law or regulation of the state attorney general, except a fund for capital repairs, replacements and improvements substantially similar in purpose to and in an amount not less than the reserve fund mandated by this section. Such reserve fund also shall be exclusive of any working capital fund and shall not be subject to reduction for closing apportionments.

b. Such fund shall be established in an amount equal to either (i) three per cent of the total price or, (ii) (A) three per cent of the actual sales price of all cooperative shares or condominium units sold by the offeror at the time the plan is declared effective, provided, however, that if such amount is less than one per cent of the total price, then the fund shall be established as a minimum of one per cent of the total price; plus (B) supplemental contributions to be made by the offeror at a rate of three per cent of the actual sales price of cooperative shares or condominium units for each unit or its allocable shares held by the offeror and sold to bona fide purchasers subsequent to the effective date of the plan and within five years of the closing of the conversion pursuant to such plan notwithstanding that the total amount contributed may exceed three per cent of the total price; and provided, further, that if five years from thirty days after the closing of the conversion pursuant to such plan the total contributions by the offeror to the fund are less than three per cent of the total price the offeror shall pay the difference between the amount contributed and three per cent of the total price. Supplemental contributions shall be made within thirty days of each sale.

c. The contributions required pursuant to this section may be made earlier or in an amount greater than so provided. An offeror may claim and receive credit against the mandatory initial contribution to the reserve fund for the actual cost of capital replacements which he or she has begun after the plan is submitted for filing to the state department of law and before the plan is declared effective; provided, however, that any such replacements must be set forth in the plan together with their actual or estimated costs and further provided, that such credit shall not exceed the lesser of the actual cost of the capital replacements or one per cent of the total price.

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d. Any building, construction of which was completed within three years prior to the closing of a conversion pursuant to an offering plan, shall be exempt from the requirements of this section.

HISTORICAL NOTE

Section added chap 907/1985 § 1

DERIVATION

Formerly § YYYY51-3.0 added LL 70/1982 § 2

§ 26-704 **Report on status of reserve fund.** The cooperative corporation or condominium board of managers shall report to shareholders and unit owners on a semi-annual basis with respect to all deposits into and withdrawals from the reserve fund mandated by section 26-703 of this chapter.

HISTORICAL NOTE

Section added chap 907/1985 § 1

DERIVATION

Formerly § YYYY51-4.0 added LL 70/1982 § 2

§ 26-705 **Posting of violations.** The offeror, not later than the thirtieth day following the acceptance of a plan for filing by the state department of law pursuant to section three hundred fifty-two-eeee of the general business law and until the closing of the conversion pursuant to such plan, shall post and maintain in a prominent place, accessible to all tenants in each building covered by the plan, a listing of all violations of record against such buildings as determined by the department of buildings and the department of housing preservation and development. All newly issued violations shall be posted within fortyeight hours of their issuance and maintained as described above. The offeror may satisfy the requirements of this section by designating an agent on the premises with whom such listing shall be made available for inspection by the tenants.

HISTORICAL NOTE

Section added chap 907/1985 § 1

DERIVATION

Formerly § YYYY51-5.0 added LL 70/1982 § 2

§ 26-706 **Report on condition of premises.** Where, pursuant to law or regulation of the state attorney general, an offeror is required to file a report with the state department of law describing the condition of the physical aspects of the premises to be converted and the surrounding neighborhood, a copy of such report shall be submitted simultaneously to the commissioner of buildings.

HISTORICAL NOTE

Section added chap 907/1985 § 1

DERIVATION

Formerly § YYYY51-6.0 added LL 70/1982 § 2

§ 26-707 **No waiver of rights.** Any provision purporting to waive the provisions of this chapter in any contract to purchase or agreement between an offeror and the cooperative corporation or the condominium board of managers pursuant to a conversion plan shall be void as against public policy.

HISTORICAL NOTE

Section added chap 907/1985 § 1

DERIVATION

Formerly § YYYY51-7.0 added LL 70/1982 § 2

§ 26-708 **Criminal and civil penalties; enforcement.** a. Except as otherwise provided in subdivision b of this section, any person who knowingly violates or assists in the violation of any section of this chapter shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not less than one hundred nor more than one thousand dollars. Except as otherwise provided in subdivision b of this section, any person who violates or assists in the violation of any section of this chapter shall be subject to a civil penalty of one hundred dollars per day per unit for each day that a building is not in compliance with the provisions of such sections; provided, however, that such civil penalty shall not exceed one thousand dollars per unit.

b. Any person who knowingly violates or assists in the violation of section 26-703 of this chapter shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not more than two times the amount required to be reserved by section 26-703 of this chapter which was not so reserved. Any person who violates or assists in the violation of section 26-703 of this chapter shall also be subject to a civil penalty of one thousand dollars per day for each day that the reserve fund required by section 26-703 of this chapter is not established; provided, however, that such civil penalty shall not exceed the amount required to be reserved pursuant to section 26-703 of this chapter.

c. In addition, any other action or proceeding in any court of competent jurisdiction that may be appropriate or necessary for the enforcement of the provisions of this chapter may be brought in the name of the city, including actions to secure permanent injunctions enjoining any acts or practices which constitute a violation of any provision of this chapter, mandating compliance with the provisions of this chapter or for such other relief as may be appropriate. In any such action or proceeding the city may apply to any court of competent jurisdiction, or to a judge or justice thereof, for a temporary restraining order or preliminary injunction enjoining and restraining all persons from violating any provision of this chapter, mandating compliance with the

provisions of this chapter, or for such other relief as may be appropriate, until the hearing and determination of such action or proceeding and the entry of final judgment or order therein. The court, or judge or justice thereof, to whom such application is made, is hereby authorized forthwith to make any or all of the orders above specified, as may be required in such application, with or without notice, and to make such other or further orders or directions as may be necessary to render the same effectual. No undertaking shall be required as a condition of the granting or issuing of such order, or by reason thereof.

d. Nothing contained in this section shall impair any rights, remedies or causes of action accrued or accruing to purchasers of cooperative shares or condominium units.

e. The department of housing preservation and development is empowered to enforce the provisions of this chapter.

HISTORICAL NOTE

Section added chap 907/1985 § 1

DERIVATION

Formerly § YYYY51-8.0 added LL 70/1982 § 2

NO ACTION LETTERS DATED FEBRUARY 18, 2009, OCTOBER 5, 2010, AND DECEMBER 21, 2011

ANDREW M. CUOMO
Attorney General

STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL

ERIC CORNGOLD
Executive Deputy Attorney General
Division of Economic Justice

KENNETH E. DEMARIO
Bureau Chief
Real Estate Finance Bureau

February 18, 2009

Jonathan Gerstein, Esq.
Gerstein, Strauss & Rinaldi
57 West 38th Street
New York, New York 10018

Re:57-63 Greene Street Condominium
File No: NA08-0189

Dear Mr. Gerstein:

The Department of Law has reviewed your application for a "no-action letter" submitted on October 2, 2008 for the creation of a two unit condominium with a residential unit and a commercial unit. No further subdivision will take place without a subsequent submission to this office.

On the basis of the facts and circumstances stated in your letter and supporting documentation, the Department has determined that it will not take any enforcement action because the described transaction occurs without filing or registration pursuant to Section 352-e and Section 359-e of the General Business Law. We understand that it is your opinion as counsel that the transaction is not subject to those registration and filing requirements.

This position is based solely upon the limited information supplied and representations made in your letter and supporting documentation. Any different set of facts or circumstances might result in the Department's taking a different position. In addition, this letter expresses the Department's position on enforcement action which could arise from this transaction only, occurring without filing or registration, and does not purport to express any legal conclusion on any subsequent transaction or offering.

The issuance of this letter shall not be construed to be a waiver of or limitation on the Attorney General's authority to take enforcement action for violations of Article 23-A of the General Business Law and other applicable provisions of law.

Very truly yours,

Marissa Piesman
Assistant Attorney General

120 Broadway, New York, NY 10271 • Phone (212) 416-8122 • Fax (212) 416-8179

STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL

ANDREW M. CUOMO
Attorney General

MARIA VULLO
Executive Deputy Attorney General
Division of Economic Justice

October 5, 2010

Jonathan Gerstein, Esq.
Gerstein, Strauss & Rinaldi
57 West 38th Street
New York, New York 10018

Re: 57-63 Greene Street Condominium
File No: NA08-0189

Dear Mr. Gerstein:

The Department of Law has reviewed your application for an amended "no-action letter" submitted on September 30, 2010 concerning a transaction involving the above premises. The original no-action letter was issued on February 18, 2009. The substance of the amendment is to change the configuration of the second building entrance and to change the use of the residential unit.

On the basis of the facts and circumstances stated in your letter and supporting documentation, the Department has determined that it will not take any enforcement action because the described transaction occurs without filing or registration pursuant to Section 352-e and Section 359-e of the General Business Law. We understand that it is your opinion as counsel that the transaction is not subject to those registration and filing requirements.

This position is based solely upon the limited information supplied and representations made in your letter and supporting documentation. Any different set of facts or circumstances might result in the Department's taking a different position. In addition, this letter expresses the Department's position on enforcement action which could arise from this transaction only, occurring without filing or registration, and does not purport to express any legal conclusion on any subsequent transaction or offering.

The issuance of this letter shall not be construed to be a waiver of or limitation on the Attorney General's authority to take enforcement action for violations of Article 23-A of the General Business Law and other applicable provisions of law.

Very truly yours,

Marissa Piesman
Assistant Attorney General

120 Broadway, New York, N.Y. 10271-0332 – Phone (800) 771-7755 – Fax (212) 416-8179

STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL

December 21, 2011

ERIC T. SCHNEIDERMAN
ATTORNEY GENERAL

DIVISION OF ECONOMIC JUSTICE
REAL ESTATE FINANCE BUREAU

Lisa Rinaldi, Esq.
Gerstein, Strauss & Rinaldi
57 West 38th Street
New York, New York 10018

Re: 57-63 Greene Street Condominium
File No: NA08-0189

Dear Ms. Rinaldi:

The Department of Law has reviewed your application for an amended "no-action letter" submitted on December 7, 2011 for the sale of the Commercial Unit to Yaron Jacoby or another sophisticated owner/operator of real estate.

On the basis of the facts and circumstances stated in your letter and supporting documentation, the Department has determined that it will not take any enforcement action because the described transaction occurs without filing or registration pursuant to Section 352-e and Section 359-e of the General Business Law. We understand that it is your opinion as counsel that the transaction is not subject to those registration and filing requirements.

This position is based solely upon the limited information supplied and representations made in your letter and supporting documentation. Any different set of facts or circumstances might result in the Department's taking a different position. In addition, this letter expresses the Department's position on enforcement action which could arise from this transaction only, occurring without filing or registration, and does not purport to express any legal conclusion on any subsequent transaction or offering.

The issuance of this letter shall not be construed to be a waiver of or limitation on the Attorney General's authority to take enforcement action for violations of Article 23-A of the General Business Law and other applicable provisions of law.

Very truly yours,

Marissa Piesman
Bureau Chief, Real Estate Finance

PRESERVATION DECLARATION MADE ON FEBRUARY 10, 2010

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.

2010031800120001001EF203

RECORDING AND ENDORSEMENT COVER PAGE **PAGE 1 OF 50**

Document ID: 2010031800120001 Document Date: 02-10-2010 Preparation Date: 03-18-2010
Document Type: SUNDRY AGREEMENT
Document Page Count: 49

PRESENTER:	**RETURN TO:**
ROYAL ABSTRACT OF NEW YORK LLC (PICK UP/RANDY)MB 500 5TH AVENUE- SUITE 1540 NEW YORK, NY 10110 176483 mbasalatan@royalabstract.com	ROYAL ABSTRACT OF NEW YORK LLC (PICK UP/RANDY)MB 500 5TH AVENUE- SUITE 1540 NEW YORK, NY 10110 176483

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	486	28	Entire Lot	57 GREENE STREET

Property Type: OFFICE BUILDING

CROSS REFERENCE DATA

CRFN_____ *or* Document ID_____ *or* _____ Year____ Reel ___ Page ____ *or* File Number_____

PARTIES

PARTY 1:
GREENE MERCER HOLDINGS, LLC
C/O AION PARTNERS, 11 EAST 44TH STREET
NEW YORK, NY 10017

FEES AND TAXES

Mortgage			Filing Fee:	
Mortgage Amount:	$	0.00	$	0.00
Taxable Mortgage Amount:	$	0.00	NYC Real Property Transfer Tax:	
Exemption:			$	0.00
TAXES: County (Basic):	$	0.00	NYS Real Estate Transfer Tax:	
City (Additional):	$	0.00	$	0.00
Spec (Additional):	$	0.00		
TASF:	$	0.00		
MTA:	$	0.00		
NYCTA:	$	0.00		
Additional MRT:	$	0.00		
TOTAL:	$	0.00		
Recording Fee:	$	282.00		
Affidavit Fee:	$	0.00		

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK
Recorded/Filed 03-19-2010 12:56
City Register File No.(CRFN):
2010000094859

City Register Official Signature

F

GREENE MERCER HOLDINGS, LLC

DECLARATION

Dated: As of February 10, 2010

Location: Block 486 Lot 28
New York County, New York
Property at 57-63 Greene Street, NY, NY

Record & Return to:

Emily Simons, Esq.
162-06 33rd Avenue
Flushing, New York 11358

176483

ROYAL ABSTRACT
500 FIFTH AVENUE SUITE 1540
NEW YORK, N.Y. 10110
(212) 376-0900

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DECLARATION made as of the 10th day of February, 2010 by GREENE MERCER HOLDINGS, LLC c/o AION

DECLARATION made as of the 10th day of February, 2010 by GREENE MERCER HOLDINGS, LLC c/o AION Partners, 11 East 44th Street, New York, New York 10017 (f/k/a Green Street Holdings)(the "Declarant"):

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of certain real property located in the Borough of Manhattan, City, County and State of New York, which property is designated as Block 486, Lot 28 on the Tax Map of the City of New York and by the street address 57-63 Greene Street, New York, New York, and is more particularly described on Exhibit A attached hereto (the "Subject Property") and on which is located the Designated Structure; and

WHEREAS, Declarant proposes to renovate the Designated Structure; and

WHEREAS, the Subject Property together with the Designated Structure constitutes the Subject Premises (the "Subject Premises"); and

WHEREAS, Royal Abstract of New York LLC ("Royal Abstract"), a title company, has certified that, as of August 28, 2009 the Declarant and NRFC MERCER GREENE, LLC are the sole parties in interest ("Party in Interest"), as that term is defined in the zoning lot definition in Section 12-10 of the Zoning Resolution of the City of New York (the "Zoning Resolution"), to the Subject Premises, a copy of which certification is attached hereto as Exhibit B:1; and

WHEREAS, all Parties in Interest to the Subject Property have executed this Declaration or waived their rights to execute this Declaration by written instrument annexed hereto as Exhibit B:2 and made part hereof; and

WHEREAS, as of the date hereof, Royal Abstract has determined there has been no change in the certification attached as Exhibit B:1 and

WHEREAS, Declarant represents and warrants that the Parties in Interest listed in Exhibit B:1 are the only known Parties in Interest in the Subject Premises as of the date hereof; and

WHEREAS, pursuant to the provisions of Section 3020 of the New York City Charter and Title 25, Chapter 3 of the Administrative Code of the City of New York (the "Landmark Preservation Law"), the Landmarks Preservation Commission (the "LPC") has designated an area which includes the Designated Structure as the SoHo-Cast Iron Historic District because of its special character or historical or aesthetic interest or value; and

WHEREAS, Declarant submitted an application, designated No. 090100 ZSM and dated September 15, 2008 (the "Application"), to the City Planning Commission of the City of New York ("CPC") for a special permit pursuant to Section 74-711 of the Zoning Resolution (the "Special Permit") to modify Sections 42-14(D)(1)(b) and 42-14(D)(2)(a) of the Zoning Resolution, with respect to conforming uses within an M1-5A zoning district, so that Joint Living-Work Quarters for Artists (Zoning Resolution Use Group 17D) may be located on floors 2 through 6 of the Designated Structure and a second lobby for the joint living-work quarters for artists be located on the first floor and uses found in Use Group 6 of the Zoning Resolution may be located on the first floor and cellar of the Designated Structure; and

WHEREAS, Declarant at the public hearing on February 5, 2008 requested the LPC issue a report to the CPC in connection with the Application; and

WHEREAS, at the public meeting on March 11, 2008, following said public hearing, the LPC voted to issue the report to the CPC as requested in the Application, a copy of which Modification of Use report is attached hereto as Exhibit C:1, and to grant a Certificate of No Effect ("CNE"), which allows the alteration of the Designated Structure in the M1-5A in accordance with Section 25-307 of the Administrative Code of the City of New York, a copy of the CNE is annexed hereto as Exhibit C:2; and

WHEREAS, On June 29, 2009, the LPC received a request to amend such report to include a bulk modification for Unit 402 at the Designated Structure and that by letter dated July 1, 2009 from LPC to the CPC, and attached hereto as Exhibit C:3, the report was amended to incorporate this bulk modification; and

WHEREAS, Section 74-711 requires, inter alia, that a program has been established for continuing maintenance (the "Continuing Maintenance Program") that will result in preservation of the Designated Structure by Declarant; and

WHEREAS, Declarant has agreed to certain obligations and restrictions contained in this Declaration for the protection, preservation, repair and maintenance of the Designated Structure; and

WHEREAS, Declarant desires to restrict the manner in which the Subject Premises may be developed, restored, and operated in order to assure the protection, preservation, repair and maintenance of the Designated Structure; and

WHEREAS, Declarant represents and warrants that there are no restrictions, liens, obligations, covenants,

easements, limitations or encumbrances of any kind, the requirements of which have not been waived or subordinated, which would prevent or preclude, presently or potentially, the imposition of the restrictions, covenants, obligations, easements and agreements of this Declaration; and

NOW, THEREFORE, Declarant does hereby declare and agree that the Subject Premises shall be held, sold, transferred, conveyed and occupied subject to the following restrictions, covenants, obligations, easements, and agreements, all of which are for the purpose of protecting the Subject Premises, which shall inure to the benefit of the City of New York, and which shall run with the Subject Premises and bind Declarant and its heirs, successors and assigns so long as they have a right, title or interest in the Subject Premises or any part thereof.

ARTICLE 1. DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

1.1 "Application" shall mean the application to the City Planning Commission for the Special Permit.

1.2 "Buildings Department" shall mean the New York City Department of Buildings, or any successor to the jurisdiction thereof.

1.3 "Chairperson of the CPC" shall mean the Chairperson of the City Planning Commission of the City of New York or any successor to the jurisdiction thereof.

1.4 "Chairperson of the LPC" shall mean the Chairperson of the Landmarks Preservation Commission of the City of New York or any successor to the jurisdiction thereof.

1.5 "City" shall mean the City of New York.

1.6 "City Council" shall mean the New York City Council or any successor to the jurisdiction thereof.

1.7 "CPC" shall mean the New York City Planning Commission, or any successor to the jurisdiction thereof.

1.8 "Declarant" shall mean the named Declarant and the heirs, successors and assigns of the named Declarant including, without limitation, any owner of a condominium unit within the Designated Structure, except that Declarant shall not be deemed to include (i) a mortgagee of all or any portion of the Subject Property until it succeeds to the interest or obligation of Declarant by purchase, assignment, foreclosure or otherwise, or (ii) a tenant

of the Subject Premises, unless such tenant holds a lease to all or substantially all of the Subject Premises.

1.9 "DCP" shall mean the New York City Department of City Planning or any successor to the jurisdiction thereof.

1.10 "Designated Structure" shall mean the existing structure located on Tax Block 486, Lot 28 in Manhattan, which is a contributing structure in the SoHo-Cast Iron Historic District.

1.11 "Force Majeure" shall mean: strike, lockout or labor dispute(s); inability to obtain materials or reasonable substitutes therefore unless due to any act or failure to act by Declarant; acts of God; unforeseen governmental restrictions, regulations, omissions or controls; enemy or hostile government actions; civil commotion, insurrection, revolution or sabotage; fire or other casualty; inclement weather of such a nature as to make performance or completion of the Landmark Work not feasible unless due to any act or failure to act by Declarant; any damage to the Subject Premises of such a nature as to make completion of the Landmark Work not feasible; a taking of the Subject Premises, or a portion thereof, by condemnation or eminent domain; failure of a public utility to provide power, heat or light; unusual delay in transportation; material delays by the City, State or United States Government, or any agency or instrumentality thereof, in the performance of any work or processing or approval of any applications required in order to permit Declarant to carry out its obligations pursuant to this Declaration unless due to any act or failure to act by Declarant; denial to Declarant by any owner of an enforceable interest in adjoining real property, including any private fee owner or ground lessee of adjoining real property, or any agency of the City or State having an enforceable interest in adjoining real property, including sidewalk or streets, of a right to access to such adjoining real property, if such access is required to accomplish the obligations of the Declarant pursuant to this Declaration; the pendency of a litigation not initiated by Declarant or similar proceeding which suspends or materially and adversely affects the ability of the Declarant to accomplish the obligations of the Declarant pursuant to this Declaration; or other conditions similar in character to the foregoing which are beyond the control of Declarant. No event shall constitute a Force Majeure unless Declarant complies with the procedures set forth in Sections 2.1 and 6.2 hereof.

1.12 "Landmark Work" shall refer to the restoration work on the Designated Structure as described in the CNE which is attached hereto as Exhibit C:2.

1.13 "LPC" shall mean the Landmarks Preservation Commission of New York City or any successor

to the jurisdiction thereof.

1.14 "Mortgagee" shall mean (a) the institutional first mortgagee of all or substantially all of the Subject Premises listed in Exhibit B:1 or (b) the first mortgagee of a condominium unit within the Designated Structure.

1.15 "Party(ies) in Interest" shall mean any party-in-interest listed in Exhibit B:1 and any other party-in-interest to the Subject Premises who has given written notice of its name and address to the CPC and the LPC.

1.16 "Special Permit" shall mean the special permit described on page 4 hereof.

1.17 "Special Permit Use" shall mean the Joint Living-Work Quarters for Artists (Use Group 17D) on floors 2 through 6 of the Subject Premises, a second lobby for the joint living-work quarters for artists to be located on the first floor and uses found in Use Group 6 of the Zoning Resolution to be located on the first floor and cellar of the Subject Premises. Notwithstanding the foregoing, no use shall be deemed a Special Permit Use if it is permitted as-of-right within the Subject Premises by the terms of the Zoning Resolution then in effect.

1.18 "Zoning Resolution" shall mean the Zoning Resolution of the City of New York.

ARTICLE 11. DEVELOPMENT, PRESERVATION, REPAIR AND MAINTENANCE

2.1 Certificate of Occupancy and Special Permit Drawings. Declarant covenants and agrees to develop the Subject Property substantially in accordance with the following drawings prepared by Marren and Newman Architects, attached hereto as Exhibit D:

Title	Drawing Number	Date	Last Revision Date
Site Plan and Location Plan	A-001	7.11.08	8.26.09
Cellar Plan	A-10	7.11.08	7.22.09
Ground Floor Plan	A-20	7.11.08	7.22.09
2nd Floor Plan	A-30	7.11.08	7.22.09
3rd Floor Plan	A-40	7.11.08	7.22.09
4th Floor Plan	A-50	7.11.08	7.22.09
5th Floor Plan	A-60	7.11.08	7.22.09
6th Floor Plan	A-70	7.11.08	7.22.09
Roof Plan	A-80	7.11.08	7.22.09

The issuance of the Special Permit is premised on, inter alia, the performance of the construction of the following restoration work on the Designated Structure in conformity with the CNE and the requirements thereof (which restoration work shall be referred to as the "Landmark Work"):

(i) Greene Street (East) Façade: Install new windows on floors 2-6 to match original material, configuration, operation, dimension, details and finish. Repoint deteriorated masonry brick and limestone joints with mortar and tooling to match original pointing mortar. Repair limestone to match original with "DutchMan" patching and restoration mortar. Clean masonry. Replace deteriorated or missing elements of sheetmetal cornice and decorative pediments. Replace missing cast iron elements in kind. Repair and paint cast-iron and sheetmetal based on historic paint analysis.

(ii) Greene Street Ground Floor: Repair and restore wood and glass storefronts and infill to match the historic configuration based on physical and photographic evidence. Paint infill based on historic paint analysis

(iii) Sidewalk and Vault: Repair vault structure. Restore granite sidewalk, using salvaged granite where appropriate, and new as required. Repair existing cast iron and glass vault lights at steps. Repair or replace cast iron and glass vault lights at building recesses.

(iv) Side (North and South) Facades: Repoint deteriorated masonry joints with mortar and tooling to match original pointing mortar in terms of tooling, detail and material.

(v) Rear (West) Façade: Remove existing wood windows and install new aluminum windows to match original configuration, operation, details and finish in existing window openings. Install new aluminum windows in existing door openings, leaving lintels and sills of original openings in place. Repoint deteriorated masonry joints with mortar and tooling to match original pointing mortar. Repair all stone to match original with "Dutchman" patching and restoration mortar, as appropriate. Clean masonry. Repair and repaint iron shutters and pintles based on historic paint analysis.

(vi) Roof. Repairs and restoration as needed.\

2.2 Preservation, Repair and Maintenance

Written notice that the Declarant is seeking a temporary certificate of occupancy ("TCO") or permanent certificate of occupancy ("PCO") shall be provided to the LPC seven days prior to the Declarant applying for a TCO or PCO. No temporary certificate of occupancy ("TCO") or permanent certificate of occupancy ("PCO") which permits a Special Permit Use shall be granted by the Buildings Department or accepted by Declarant until the Chairperson of the LPC shall have given written notice to the Buildings Department that the Landmark Work has been satisfactorily completed by Declarant or the Chairperson of the LPC has certified in writing, as provided in Section 2.2(d) hereof, that (a) a Force Majeure has occurred and (b) the Chairperson of the LPC has no objection to the issuance of a TCO or PCO for, as appropriate, all or part of the Subject Property. The Chairperson of the

LPC shall issue said notice reasonably promptly after Declarant has made written request to the Chairperson of the LPC and has provided documentation to support such request, and the Chairperson of the LPC shall in all events endeavor to issue such written notice to the Buildings Department, or inform Declarant in writing of the reason for not issuing said notice, within twenty-one (21) calendar days after Declarant has requested such written notice. Upon receipt of the written notice from the Chairperson of the LPC that (i) the Landmark Work has been satisfactorily completed or (ii) the Chairperson of the LPC has certified that a Force Majeure has occurred and that the Chairperson of the LPC has no objection to the issuance of a TCO or PCO, the Buildings Department may grant, and Declarant may accept, a TCO or PCO for the Designated Structure.

(c) Declarant shall permit inspection of the Designated Structure by the Chairperson of the LPC and representatives designated by the Chairperson of the LPC in connection with the notice described in Section 2.1(b) hereof.

(d) (i) Upon application by Declarant, notwithstanding anything contained in any other provision of this Declaration, the Chairperson of the LPC, in the exercise of his or her reasonable judgment, may certify that the performance or completion of the Landmark Work is delayed due to a Force Majeure as provided in paragraph (ii) below.

(ii) In the event that Declarant reasonably believes that full performance of its obligations to complete the Landmark Work has been delayed as a result of a Force Majeure, Declarant shall so notify the Chairperson of the LPC as soon as Declarant learns of such circumstances. Declarant's written notice shall include a description of the condition or event, its cause (if known to Declarant), its probable duration, and in Declarant's reasonable judgment, the impact it is reasonably anticipated to have on the completion of the Landmark Work. The Chairperson of the LPC shall, within twenty-one (21) calendar days of its receipt of Declarant's written notice, (A) certify in writing that a Force Majeure has occurred, including a determination of the expected duration of such delay (the "Delay Notice"), and grant Declarant appropriate relief for such delay, including certifying in writing to the Buildings Department that the Chairperson of the LPC has no objection to the issuance of a TCO or PCO for, as appropriate, all or part of the Subject Property, or (B) notify Declarant that it does not reasonably believe a Force Majeure has occurred. With respect to any claim that a Force Majeure has delayed the Declarant's performance or completion of the Landmark Work, the LPC may require that Declarant post a bond or other security in a form and amount acceptable to the Chairperson of the LPC in order to ensure that the Landmark Work is completed. Such

alternative security could include, without limitation, alternative or additional conditions on the issuance of any PCO or TCO. Any delay caused as the result of a Force Majeure shall be deemed to continue only as long as the Declarant shall be using reasonable efforts to minimize the effects thereof. Upon cessation of the events causing such delay, the Declarant shall promptly recommence the Landmark Work.

(e) Notwithstanding anything else to the contrary contained herein, this Declaration shall not be deemed to prohibit or restrict Declarant from (i) applying for or receiving a TCO or a PCO for any floor area in the Designated Structure which is not to be used for a Special Permit Use; or (ii) obtaining permits or building notices from the Building's Department to perform work, including tenant work, in the Designated Structure prior to the completion of the Landmark Work; or entering into agreements affecting all or any portions of the space in the Designated Structure prior to completion of the Landmark Work.

(f) . Declarant hereby covenants and agrees to preserve, repair and maintain the Designated Structure in sound first-class condition, at its own cost and expense, in accordance with this Declaration, the CNE and the Landmarks Preservation Law. It is understood that certain obligations and duties set forth in this Declaration are above and beyond the requirements of the Landmarks Preservation Law and do not in any way diminish Declarant's obligation and responsibility to comply with all provisions of the Landmarks Preservation Law.

2.3. Continuing Maintenance Program. Declarant shall comply with the obligations and restrictions of the continuing maintenance program (the "Continuing Maintenance Program") as set forth below:

(a) Periodic Inspections. Declarant shall establish and carry out a cyclical inspection and maintenance program for the Designated Structure which shall include, without limitation, the following:

(i) At Declarant's expense, an inspection (the "Periodic Inspection") shall be made every five years, on or within two weeks of the anniversary of the issuance by the LPC of the Notice of Compliance pursuant to the CNE, and thereafter, shall be made on or within every five years from the date of such initial inspection. In the event that Declarant has accepted a TCO or a PCO that permits a Special Permit Use without having first received the Notice of Compliance, the first periodic inspection shall be made on or within the fifth anniversary date of the issuance of such TCO or PCO and every five years thereafter. The Periodic Inspection shall be done by a preservation architect, engineer or other qualified person knowledgeable about the preservation of historic structures (the

"Preservation Architect") selected by Declarant from a list prepared by Declarant and approved by the Chairperson of the LPC as to their credentials, which approval shall not be unreasonably withheld or delayed. Declarant shall update such listing upon the request of the Chairperson of the LPC. In addition, Declarant may periodically supplement the list of Preservation Architects, subject to the approval of the Chairperson of the LPC as to their credentials. The Preservation Architect shall make a thorough inspection of the exterior of the Designated Structure and those portions of the interior, as well as those portions to the mechanical systems that are accessible to and under the control of building management, which, if not properly maintained, could affect the condition of the exterior. The Periodic Inspection shall include (but not be limited to) the following portions of the Designated Structure: Roof inspection; front, side and rear facades will be inspected, including, but not limited to masonry, windows, storefronts, cornices; and the sidewalk vaults and granite sidewalk.

(ii) The Preservation Architect shall, at the expense of Declarant, submit a report on each Periodic Inspection (the "Periodic Report") to Declarant and the LPC within 45 days after each Periodic Inspection. The Periodic Report shall outline the existing conditions of the Designated Structure and detail the work which should be performed in order to maintain the Designated Structure, including all architectural features and elements, in a sound first-class condition, including but not limited to caulking, painting, cleaning, repair of architectural features and elements, checking for rust and repointing of masonry.

(iii) Submission of Local Law 10 & 11 Facade Inspection Report. If the Designated Structure is subject to the Facade Inspection Report requirements of Title 1 RCNY §32-03 et seq., a copy of any such Facade Inspection Report which is submitted to the New York City Department of Buildings, shall also be provided at the same time to the Landmarks Preservation Commission. In the event that the building is found to be unsafe pursuant to such inspection, the Declarant shall notify the Landmarks Preservation Commission simultaneously with the owner and the Department of Buildings, pursuant to Title 1 RCNY §32-03(b)(2)(vii).

(iv) Except as set forth below, Declarant shall perform all work which a Periodic Report, Facade Inspection Report or Emergency Incident Report (as defined below) identifies as necessary to maintain the Designated Structure, including architectural features and elements, in sound first-class condition. No work shall be performed except pursuant to a permit from the LPC if a permit is required under the Landmarks Preservation Law. If the LPC determines that a specific item of work or method of work as set forth in a Periodic Report,

Facade Inspection Report or Emergency Incident Report would be inappropriate or inadequate, the determination of the LPC shall control and Declarant need not and shall not have such specific item performed. Declarant shall have the right to contest in a hearing before the LPC any work called for in a Periodic Report or Emergency Incident Report. Declarant's obligation to perform such contested work or to perform it by a method acceptable to the LPC shall be stayed pending a decision in any such proceeding at the LPC. Declarant shall proceed with all work which is uncontested during the stay pursuant to a permit.

(v) Unless Declarant has notified the LPC in writing that it contests any work as set forth in the preceding paragraph, Declarant shall apply for all necessary permits or certificates from the LPC within 45 days of receiving the completed report from the Preservation Architect. Declarant shall use its best efforts to assure that all repairs, rehabilitation, repointing and restoration work detailed in the Periodic Report or Emergency Incident Report shall be completed at the earliest possible date, but no later than within nine months of the date of issue of the certificate or permit from the LPC, or, if no such certificate or permit is required, within nine months of the date of the Periodic Report or Emergency Incident Report. If for reasons beyond Declarant's control, as determined by the Chairperson of the LPC, such work cannot be completed within nine months, Declarant shall apply to the LPC for an extension of time within which to complete such work. Such extensions shall be for a stated additional period of time to be related to the period of delay and shall not be unreasonably withheld.

(b) Emergency Protection Program. Declarant shall establish and be prepared to carry out an emergency protection program for the Designated Structure which shall include at the minimum, the following:

(i) If a fire, the elements or any other cause whatsoever damages or destroys the Designated Structure or any part thereof (the "Emergency Incident"), Declarant shall use all reasonable means to save, protect and preserve the Designated Structure at the time of and following the Emergency Incident, including, but not limited to, acting with an approval from the Chairperson of the LPC or his or her designated representatives to stabilize and prevent further damage to or deterioration of the structure, and to secure the Subject Premises from unauthorized access. Declarant shall not remove from the Subject Premises any debris consisting of exterior features of the Designated Structure without an approval from the Chairperson of the LPC or his or her designated representative. Unless necessitated as a safety precaution as ordered by the Departments of Buildings, Health, Fire or Police, or as an action taken in response to a life-threatening situation, the Declarant shall not remove any other

debris or otherwise clear the Subject Premises without the approval of the LPC or its Chairperson.

(ii) Declarant shall give immediate written notice of such Emergency Incident to the LPC. Declarant shall also give timely notice to the LPC of the time or times when the New York City Departments of Buildings, Health and Fire will inspect the Subject Premises following the Emergency Incident, in order that the LPC may have a representative present during such inspections.

(iii) Within sixty days of such Emergency Incident, a Preservation Architect shall, at the expense of Declarant, make a thorough inspection of the Designated Structure and submit a report (an "Emergency Incident Report") to Declarant and to the LPC outlining the condition of the structure, assessing the extent of damage, and recommending (A) work, if any, which must be undertaken immediately, upon receipt of proper permits, in order to stabilize and prevent further damage to the Designated Structure, and (B) work that should be performed to repair and restore the Designated Structure to a sound, first-class condition or, alternatively to (A) and (B), that Declarant make an application to the LPC for permission to demolish the remaining portions of the Designated Structure.

(iv) With regard to the work to be performed pursuant to subparagraph (iii)(A), Declarant shall immediately upon receipt of the Emergency Incident Report request and vigorously pursue all necessary permits and upon their issuance, shall undertake all such work with alacrity. If no permits are required, work shall be undertaken as soon as possible after receipt of the Emergency Incident Report.

(v) With regard to the work to be performed pursuant to subparagraph (iii)(B), within ninety days of receiving the report of the Preservation Architect, Declarant shall apply for all necessary permits and certificates from the LPC to repair and restore or to demolish. No work on the exterior of the Designated Structure, and no work on the interior of the Designated Structure which would affect the exterior or which would require the issuance of a permit from the Department of Buildings shall be performed except pursuant to a permit from the LPC. If the LPC determines that a recommendation to demolish or to perform a specific item of work or method of work set forth in the report would be inappropriate, using the criteria set forth in the Landmarks Preservation Law, the determination of the LPC shall control and the Declarant shall not have such specific work performed or be entitled to have the Designated Structure demolished unless Declarant is obligated to perform such work or demolish the structure in accordance with an "Unsafe Building Notice" issued by the Department of Buildings. All repair, restoration, rehabilitation, repointing, and other work provided for in a certificate or permit shall be

completed within nine months of the date of issue of such certificate or permit by the LPC. If such work cannot be completed within nine months for reasons beyond Declarant's control, as determined by the Chairperson of the LPC, Declarant shall apply in writing to the LPC for an extension of time within which to complete such work. Such extensions shall be for a stated additional period of time which is related to the period of the delay and shall not be unreasonably withheld.

(c) Access to Designated Structure. Declarant agrees to provide access to the Designated Structure to the LPC and its designated representatives at reasonable times and upon reasonable written notice, except in cases of emergency, in which event the LPC or its representatives shall have access, if feasible, immediately and without notice, in order to insure that the preservation, repair and maintenance of the Designated Structure is carried out in accordance with this Declaration.

(d) Failure to Perform. In the event that the preservation, repair, or maintenance of the Designated Structure is not performed in accordance with the provisions of this Article, the LPC shall give written notice of such failure to perform to the Declarant. In the event that Declarant, its successors or assigns, fails after sixty days from receipt of written notice from the LPC to perform or shall commence to perform but fail diligently to prosecute to completion, any such repair and/or maintenance, or any obligations of Declarant set forth in this Declaration, the City of New York may perform all of the necessary work at the sole cost and expense of the Declarant and shall have the right to enter onto the Subject Property and to charge said Declarant for all the actual cost of such work, together with actual administrative and legal fees incurred in the collection thereof. Such actual costs shall include, but not be limited to, payments by the City of New York to any lawyers, consultants, contractors, painters, engineers, architects and skilled artisans required to be hired to perform or supervise such work. To the extent such actual costs are expended by the City of New York, the LPC shall have a lien on the Subject Premises as if a lien had been filed, perfected and enforced for materials and labor under Article 2 of the Lien Law of the State of New York. Notwithstanding the foregoing, in the event that the Designated Structure is converted to a condominium, Declarant's right to notice and cure provided in this subsection shall apply only to the condominium board and to any owner of space occupied by retail uses in the Designated Structure; provided that the LPC has received notice by said parties in accordance with Section 6.2.

ARTICLE III. CONDOMINIUM BOARD

3.1 Board. In the event that the Designated Structure is converted to a condominium in accordance with Article 9B of the New York State Real Property Law ("RPL"), the condominium board ("Board") shall have the responsibility to carry out all of Declarant's obligations and the authority to exercise all of Declarant's rights under this Declaration and upon such assumption, Declarant shall be released from its liability thereunder.

The following provisions of this Article 3 shall be operative only in the event that the Board is formed as described in this Section 3.1.

The Board shall require that each owner of a condominium unit (the "Unit Owner") appoint the Board as his Attorney-in-Fact with respect to modification, amendment, or cancellation of the Declaration.

3.2 Condominium Declaration. Every deed conveying title to, or a partial interest in, the Subject Premises and every lease of all or substantially all of the Subject Premises shall contain a recital that the grantee is bound by the terms of the Condominium Declaration and By-laws which shall incorporate an obligation by the Board to comply with the provisions of Article 3 of this Declaration.

ARTICLE IV. EFFECT AND ENFORCEMENT

4.1 Effective Date. This Declaration shall have no force and effect unless and until the occurrence of one of the following, to be referred to as the "Effective Date": (a) the expiration of 21 days after the Special Permit has been approved if no review is undertaken by the City Council pursuant to Section 197-d of the New York City Charter or (b) final approval of the Special Permit pursuant to Section 197-d of the New York City Charter. The Declaration shall become immediately effective upon the Effective Date. If, before the Effective Date, Declarant requests or causes the application for the Special Permit to be withdrawn or abandoned, or if final action has been taken having the effect of denying the Special Permit, then, upon notice to CPC and LPC, this Declaration shall not become effective, shall be automatically canceled and shall be of no force and effect.

If the Special Permit is at any time declared invalid or is otherwise voided by final judgment of any court of competent jurisdiction from which no appeal can be taken or for which no appeal has been taken within the applicable statutory period provided for such appeal, then, upon entry of said judgment or the expiration of the applicable statutory period for such entry, as the case may be, this Declaration shall be automatically canceled without further action by Declarant and shall be of no further force or effect and the CPC shall, if requested by

Declarant, provide Declarant with a letter in recordable form stating that the Declaration has been so canceled and is of no further force and effect. In the event that Declarant has obtained a certificate of occupancy allowing any Special Permit Use in the Designated Structure, Declarant shall promptly, after receipt of such letter, obtain a revised certificate of occupancy from the Buildings Department reflecting the cessation of any such Special Permit Use in the Designated Structure. However, any Joint Living-Work Quarters for Artists (Use Group 17D) use in the Designated Structure that was permitted pursuant to a prior Special Permit or Permits granted by the CPC for which a prior certificate of occupancy was obtained may continue upon the cessation of the certificate of occupancy for the Special Permit Uses.

4.2 Filing and Recording. Declarant shall file and record at its sole cost and expense this Declaration in the Register's Office, indexing it against the Subject Property, immediately upon the Effective Date. Declarant shall promptly deliver to the CPC and the LPC duplicate executed originals, promptly following the Effective Date and, following recordation, a true copy of this Declaration as recorded, as certified by the Register. If Declarant fails to so record this Declaration, the City may record this Declaration, at the sole cost and expense of Declarant, who shall promptly pay to the City such costs together with fees for purchase of a reasonable number of certified copies of the recorded Declaration.

4.3 Additional Remedies. Declarant acknowledges that the City is an interested party to this Declaration, and consents to enforcement by the City, administratively or at law or equity, of the restrictions, covenants, easements, obligations and agreements contained herein. Declarant also acknowledges that the remedies set forth in this Declaration are not exclusive, and that the City and any agency thereof may pursue other remedies not specifically set forth herein including, but not limited to, the seeking of a mandatory injunction compelling Declarant, its heirs, successors or assigns, to comply with any provision, whether major or minor, of this Declaration.

4.4. Notice and Cure. (a) Before any agency, department, commission or other subdivision of the City of New York institutes any proceeding or proceedings to enforce the terms or conditions of this Declaration because of any violation hereof, it shall give Declarant forty-five (45) days written notice of such alleged violation, during which period Declarant shall have the opportunity to effect a cure of such alleged violation. If Declarant commences to effect a cure during such forty-five (45) day period and proceeds diligently towards the effectuation of such cure, the aforesaid forty-five (45) day period shall be extended for so long as Declarant continues to proceed diligently

with the effectuation of such cure. In the event that title to the Subject Premises, or any part thereof, shall become vested in more than one party, the right to notice and cure provided in this subsection shall apply equally to all parties with a fee interest in the Subject Property, or any part thereof, including ground lessees; provided the LPC has received notice by said parties in accordance with Section 6.2. Notwithstanding the foregoing, in the event that the Designated Structure is converted to a condominium, the right to notice and cure provided in this subsection shall apply only to the condominium board and to any owner of space occupied by retail uses in the Designated Structure; provided that the LPC has received notice by said parties in accordance with Section 6.2.

(b) If Declarant fails to observe any of the terms or conditions of this Declaration, and the Declarant fails to cure such violation within the applicable grace period provided in subparagraph 4.4(a) of this Declaration, then prior to the institution by any agency or department of the City of any action, proceeding, or proceedings against Declarant in connection with such failure, a Mortgagee who has given written notice of its name and address to the CPC and the LPC shall be given thirty (30) days written notice of such alleged violation, during which period such Mortgagee shall have the opportunity to effect a cure of such alleged violation. If such Mortgagee commences to effect a cure during such thirty (30) day period and proceeds diligently towards the effectuation of such cure, the aforesaid thirty (30) day period shall be extended for so long as such Mortgagee continues to proceed diligently with the effectuation of such cure.

(c) If after due notice as set forth in this Section 4.4, Declarant and the Mortgagee fail to cure such alleged violations, the City may exercise any and all of its rights, including those delineated in this Section and may disapprove any amendment, modification, or cancellation of this Declaration on the sole grounds that Declarant is in default of any material obligation under this Declaration.

4.5. Acknowledgment of Covenants. Declarant acknowledges that the restrictions, covenants, easements, obligations and agreements in this Declaration, which are an integral part of the Special Permit, will protect the value and desirability of the Subject Premises as well as benefit the City of New York and all property owners within a one-half mile radius of the Subject Premises. Those restrictions, covenants, easements, obligations and agreements shall be covenants running with the land, and shall bind Declarant and its successors, legal representatives, and assigns.

4.6. No Other Enforceable Restrictions. Declarant represents and warrants that there are no enforceable restrictions

of record on the use of the Subject Property or the Designated Structure, nor any present or presently existing future estate or interests in the Subject Property or the Designated Structure, nor any lien, obligation, enforceable covenant, limitation or encumbrance of any kind which precludes, directly or indirectly, imposition on the Subject Premises of the restrictions, covenants, easements and obligations of this Declaration.

4.7. Governance. This Declaration shall be governed by and construed in accordance with the laws of the State of New York.

4.8 Severability. In the event that any provision of this Declaration shall be deemed, decreed, adjudged or determined to be invalid or unlawful by a court of competent jurisdiction and the judgment of such court shall be upheld on final appeal, or the time for further review of such judgment on appeal or by other proceeding has lapsed, such provision shall be severable, and the remainder of this Declaration shall continue to be of full force and effect.

4.9. Applicability to Other City Agencies. Declarant covenants to include a copy of this Declaration as part of any application submitted to the LPC, CPC, Buildings Department, Board of Standards and Appeals ("BSA"), New York State Attorney General (in the event of a proposed conversion of the Designated Structure to condominium ownership) or any agency succeeding to their respective jurisdictions. The restrictions and obligations contained herein are a condition of any permit or Certificate of Occupancy to be issued by the Building Department and Declarant will take all reasonable steps to ensure that they are so listed. Failure to carry out such obligation beyond any applicable grace period shall constitute sufficient cause for the Commissioner of the Buildings Department to revoke any building permit issued pursuant to the Special Permit or to apply to the BSA or to a court of competent jurisdiction for revocation of the Certificate of Occupancy or any permit issued by the Buildings Department.

4.10. Limitation of Liability. (a) Declarant shall be liable in the performance of any term, provision or covenant in this Declaration, subject to the following sentences and subject to Section 4.12 below. Notwithstanding anything to the contrary contained in this Declaration, the City and any other party or person relying on the Declaration will look solely to the fee estate and interest of Declarant in the Subject Property, on an in rem basis only, for the collection of any money judgment recovered against Declarant, and no other property of Declarant shall be subject to levy, execution or other enforcement procedure for the satisfaction of the remedies of the City or any other person or entity with respect to this Declaration, and Declarant shall have no personal liability under this Declara-

tion. The liability of any Unit Owner under this Declaration shall be limited to the amount of such Unit Owner's prorated share, based on such Unit Owner's interest in the common elements of the Condominium, of the costs of compliance with this Declaration. For the purposes of this Section 4.10, "Declarant" shall mean "Declarant" as defined in Article I hereof, as well as any principals, disclosed or undisclosed, partners, affiliates, officers, employees, shareholders or directors of Declarant.

(b) The restrictions, covenants and agreements set forth in this Declaration shall be binding upon the Declarant and any successor-in-interest only for the period during which Declarant and any successor-in-interest is the holder of a fee interest in or is a party-in-interest of the Subject Premises and only to the extent of such fee interest or the interest rendering Declarant a party-in-interest. At such time as the named Declarant has no further fee interest in the Subject Premises and is no longer a party-in-interest of the Subject Premises, Declarant's obligations and liability with respect to this Declaration shall wholly cease and terminate from and after the conveyance of Declarant's interest and Declarant's successors-in-interest in the Subject Premises by acceptance of such conveyance automatically shall be deemed to assume Declarant's obligations and liabilities here-under to the extent of such successor-in-interest's interest.

4. 11. Subordination. Declarant shall cause every individual, business organization or other entity that between the date hereof and the date of recordation of this Declaration becomes a Party-in-Interest to the Subject Property, to execute this Declaration or to subordinate such interest to the Declaration and waive its right to execution. Any mortgage or other lien encumbering the Subject Property after the recording date of this Declaration shall be subject and subordinate hereto.

4.12. Right to Convey. Nothing contained herein shall be construed as requiring the consent of the CPC, the LPC, the City, any agency thereof or any other person or entity to any sale, transfer, conveyance, mortgage, lease assignment of any interest in the Subject Property or the Designated Structure.

ARTICLE V. AMENDMENTS, MODIFICATIONS AND CANCELLATIONS

5.1. Amendment or Cancellation. Except as provided in paragraph 4.1 above, this Declaration may be amended or canceled only upon application by LPC on behalf of Declarant and only with the express written approval of the CPC and of the City Council, but only in the event that the City Council reviewed the Special Permit pursuant to

Section 197-d, and no other approval or consent shall be required from any public body, private person or legal entity of any kind; provided, however, that no such approval shall be required in the case of any cancellation pursuant to paragraph 5.4.

5.2 Minor Modifications. The Chairperson of the LPC and the Chairperson of the CPC may, by express written consent, administratively approve modifications to the Declaration that the CPC has determined to be minor. Such minor modifications shall not be deemed amendments requiring the approval of the CPC, the LPC, the City Council or any other agency or department of the City of New York.

5.3. Recording and Filing. Any modification, amendment or cancellation of this Declaration, except pursuant to paragraph 5.4, shall be executed and recorded in the same manner as this Declaration. Following any modification, amendment or cancellation, Declarant shall immediately record it and provide one executed and certified true copy thereof to each of the CPC and the LPC and upon failure to so record, permit its recording by the CPC or the LPC at the cost and expense of Declarant.

5.4. Surrender or Nullification. In the event that Declarant does not use the Subject Premises pursuant to the Special Permit, Declarant may surrender the Special Permit to the CPC and proceed with any use permitted by the Zoning Resolution and in accordance with the Landmarks Preservation Law as if such Special Permit had not been granted. This Declaration shall be rendered null and void upon recordation of an instrument filed by Declarant discharging it of record, with copies to LPC and CPC, the recordation of which instrument shall constitute a waiver of the right to use the Subject Property pursuant to the Special Permit.

ARTICLE VI. MISCELLANEOUS

6.1. Exhibits. Any and all exhibits, appendices, or attachments referred to herein are hereby incorporated fully and made an integral part of this Declaration by reference.

6.2. Notices. All notices, demands, requests, consents, waivers, approvals and other communications which may be or are permitted, desirable or required to be given, served or deemed to have been given or sent hereunder shall be in writing and shall be sent if intended for Declarant to Greene Mercer Holdings, c/o AION Partners., 11 East 44th Street, New York, New York, 10017, with a copy to Emily Simons, 162-06 33 Ave., Flushing, NY 11358, if intended for the CPC, to the CPC at 22 Reade Street, New York, New York 10007 (or then-official address), Att:

Chairperson, if intended for the LPC, to the LPC at 1 Centre Street, 9th Floor, New York, New York 10007(or then-official address), Att: Chairperson and (d) if intended for the City Council, to the City Council at the Office of the Speaker, City Council, City Hall, New York, New York 10007. Declarant, or its representatives, by notice given as provided in this paragraph 6.2, may change any address for the purposes of this Declaration. Each notice, demand, request, consent, approval or other communication shall be either sent by registered or certified mail, postage prepaid, or delivered by hand, and shall be deemed sufficiently given, served or sent for all purposes hereunder five (5) business days after it shall be mailed, or, if delivered by hand, when actually received.

6.3. Indemnification. Provided that Declarant is found by a court of competent jurisdiction to have been in default in the performance of its obligations under this Declaration after having received written notice of such default and opportunity to cure as provided above, and such finding is upheld on final appeal, or the time for further review of such finding on appeal or by other proceeding has lapsed, Declarant shall indemnify and hold harmless the City from and against all of its reasonable legal and administrative expenses arising out of or in connection with the City's enforcement of Declarant's obligations under this Declaration.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day and year first above written.

DECLARANT: GREENE MERCER HOLDINGS LLC

By: _____

Name: MICHAEL BETANCOURT
Position: AUTHORIZED SIGNATORY

ACKNOWLEDGMENT

State of New York
County of NEW YORK

On the 1st day of February in the year 2010 before me, the undersigned, a notary public in and for said state, personally appeared Michael Betancourt, 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.

Candice S. Collier
Notary Public

CANDICE S. COLLIER
Notary Public, State of New York
No. 01CO6188349
Qualified in Bronx County
Commission Expires June 9, 2012

SEAL

SCHEDULE OF EXHIBITS

Exhibit A	-Metes and Bounds of Subject Property
Exhibit B:1	-Zoning Lot Certification
Exhibit B:2	-Waiver and Subordination
Exhibit C:1	-Modification of Use
Exhibit C:2	-Certificate of No Effect
Exhibit C:3	-Amendment Letter
Exhibit D	-Special Permit Drawings

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, City, County and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Greene Street distant 99 feet 10 1/4 inches northerly from the corner formed by the intersection of the said westerly side of Greene Street and the northerly side of Broome Street;

RUNNING THENCE westerly a distance of 99 feet 7 1/2 inches to a point distant 100 feet 0 1/4 inches northerly from the northerly side of Broome Street and measured at right angles thereto and 100 feet 5 1/2 inches easterly from the easterly side of Wooster Street and measured at right angles thereto;

THENCE northerly a distance of 100 feet 2 1/2 inches to a point distant 200 feet 2 3/4 inches northerly from the northerly side of Broome Street and measured at right angles thereto and 100 feet easterly from the easterly side of Wooster Street and measured at right angles thereto;

THENCE easterly and along the northerly face of the northerly wall of the five (5) story brick building on described premises, 100 feet 1 1/2 inches to the westerly side of Greene Street;

THENCE southerly along the westerly side of Greene Street, 100 feet 5 1/2 inches to the point or place of BEGINNING.

For information only: Said premises are known as 57-63 Greene Street, New York, N.Y. and designated as Section 2 Block 486 Lot 28 on the Tax Map of the City of New York, County of New York.

EXHIBIT B:1

ZONING LOT EXHIBIT I File No. 174328 page one

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 having its principal place of business at 500 Fifth Avenue, New York, New York, 10110 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 Greene Mercer Holdings LLC, that all the parties in interest constituting a "party in interest" as defined in Section 12-10 subdivision (C) of the Zoning Resolution of The City of New York effective December 15, 1961, as amended, are the following:

NAMES	INTEREST
Greene Mercer Holdings LLC	FEE OWNER
NRFC Mercer Greene LLC	MORTGAGEE

The subject tract of land with respect to which the foregoing parties are the parties in interest as aforesaid is known as Tax Lot 28 in Block 486 on the Tax Map of The City of New York, New York County, and more particularly described as follows:

BEGINNING at a point on the westerly side of Greene Street distant 99 feet 10 1/4 inches northerly from the corner formed by the intersection of the said westerly side of Greene Street and the northerly side of Broome Street;

RUNNING THENCE westerly a distance of 99 feet 7 1/2 inches to a point distant 100 feet 0 1/4 inches northerly from the northerly side of Broome Street and measured at right angles thereto and 100 feet 5 1/2 inches easterly from the easterly side of Wooster Street and measured at right angles thereto;

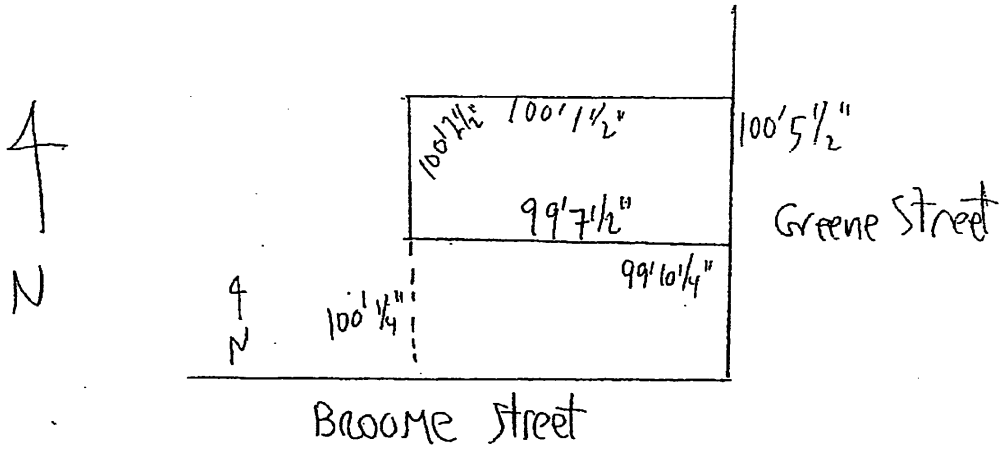
THENCE northerly a distance of 100 feet 2 1/2 inches to a point distant 200 feet 2 3/4 inches northerly from the northerly side of Broome Street and measured at right angles thereto and 100 feet easterly from the easterly side of Wooster Street and measured at right angles thereto;

THENCE easterly and along the northerly face of the northerly wall of the five (5) story brick building on described premises, 100 feet 1 1/2 inches to the westerly side of Greene Street;

THENCE southerly along the westerly side of Greene Street, 100 feet 5 1/2 inches to the point or place of BEGINNING.

ZONING LOT EXHIBIT I File No. 174328 page two

That the said premises are known as and by street address 63 Greene Street, New York, New York, as shown on the following DIAGRAM:



CERTIFIED this 28th day of August, 2009 to Law Offices of Howard Goldman, LLC, the firm who applied for the certification, the applicant for this certification.

NOTE: A Zoning Lot may or may not coincide with a lot as shown on the Official Tax Map of the City of New York, or on any recorded subdivision plot or deed. A Zoning Lot may be subdivided into two or more zoning lots provided all the resulting zoning lots and all the buildings thereon shall comply with the applicable provision 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) DOLLARS.

ROYAL ABSTRACT OF NEW YORK LLC

BY: _____
Harry Erreich
VICE PRESIDENT

ZONING LOT EXHIBIT I File No. 174328 page three

State of New York, County of New York, SS:

On the 28th day of August, in the year 2009 before me, the undersigned, personally appeared Harry Erreich, the undersigned, 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 he 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

FRANK FASULO
Notary Public, State of New York
No.01FA6102931
Qualified in Queens County
Commission Expires December 8, 2011

SEAL

EXHIBIT B:2

AMENDED AND RESTATED WAIVER OF EXECUTION OF RESTRICTIVE DECLARATION AND SUBORDINATION OF MORTGAGE

AMENDED AND RESTATED WAIVER OF EXECUTION OF RESTRICTIVE DECLARATION AND SUBORDINATION OF MORTGAGE, made as of this 2nd day of February, 2010 by NRFC MERCER GREENE , LLC , a Delaware limited liability company (the "Mortgagee"), having its principal place of business c/o NorthStar Realty Finance Corp., 399 Park Avenue, New York, New York 10022

WITNESSETH:

WHEREAS, the Mortgagee is the lawful holder of that certain mortgage, dated February 6, 2007 (the "Mortgage") made by Greene Mercer Holdings, LLC, a Delaware limited liability company (the "Mortgagor"), in favor of NRFC WA Holdings II, LLC, in the original principal amount of $14,200,000, recorded in the Office of the Register/Clerk of the City of New York, County of New York, on March 13, 2007 in CRFN 2007000135060; and

WHEREAS, the Mortgage was assigned by NFRC WA Holdings II, LLC to Mortgagee on May 8, 2009, which Assignment of Property Loan Mortgage and Assignment of Building Loan Mortgage were recorded in the Office of the Register/Clerk of the City of New York, County of New York, on May 29, 2009 at CRFN 2009000160042 and 2009000160043; and

WHEREAS, the Mortgage encumbers all or a portion of the property (the "Premises") known as Block 486, Lot 28 on the Tax Map of the City of New York, County of New York, and more particularly described in **Schedule A** attached hereto and made a part hereof, and any improvements thereon (such improvements and the Premises are collectively referred to herein as the "Subject Property"), which Subject Property is the subject of a restrictive declaration dated as of February 10, 2010, (the "Declaration"), made by Greene Mercer Holdings, LLC; and

WHEREAS, Mortgagee represents that the Mortgage represents its sole interest in the Subject Property; and

WHEREAS, the Declaration, which is intended to be recorded in the Office of said Register/Clerk simultaneously with the recording hereof, shall subject the Subject Property and the sale, conveyance, transfer, assignment, lease, occupancy, mortgage and encumbrance thereof to certain restrictions, covenants, obligations, easements and agreements contained in the Declaration; and

WHERAS, on August 31, 2009, the Mortgagee originally executed a "Waiver of Execution of Restrictive Declaration and Subordination of Mortgage" (the "Original Waiver") in connection with a Declaration dated as of August 31, 2009 with respect to the Subject Property (the "August Declaration"), which August Declaration was never filed or recorded and was subsequently revised pursuant to the Declaration, therefore rendering the Original Waiver ineffective and of no force or effect; and

WHEREAS, the Mortgagee agrees, at the request of the Mortgagor, to now waive its right to execute the Declaration and to subordinate the Mortgage to the Declaration.

NOW, THEREFORE, the Mortgagee (i) hereby waives any rights it has to execute, and consents to the execution by the Mortgagor of, the Declaration and (ii) hereby agrees that the Mortgage, any liens, operations and effects thereof, and any extensions, renewals, modifications and consolidations of the Mortgage, shall in all respects be subject and subordinate to the terms and provisions of the Declaration.

This Amended and Restated Waiver of Execution of Restrictive Declaration and Subordination of Mortgage shall be binding upon the Mortgagee and its heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the Mortgagee has duly executed this Amended and Restated Waiver of Execution of Restrictive Declaration and Subordination of Mortgage as of the date and year first above written.

MORTGAGEE: NFRC MERCER GREENE, LLC

By: _____

Name:
Title:

Daniel R. Gilbert
Executive Vice President &
Chief Investment Officer

ACKNOWLEDGMENT

State of New York
County of New York

On the 3rd day of February in the year 2010 before me, the undersigned, a notary public in and for said state, personally appeared Daniel R. Gilbert, 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.

Elizabeth Harris
Notary Public

ELIZABETH HARRIS
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01HA6151661
Qualified in New York County
Commission Expires August 21, 2010

SEAL

SCHEDULE 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, City, County and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Greene Street distant 99 feet 10 1/4 inches northerly from the corner formed by the intersection of the said westerly side of Greene Street and the northerly side of Broome Street;

RUNNING THENCE westerly a distance of 99 feet 7 1/2 inches to a point distant 100 feet 0 1/4 inches northerly from the northerly side of Broome Street and measured at right angles thereto and 100 feet 5 1/2 inches easterly from the easterly side of Wooster Street and measured at right angles thereto;

THENCE northerly a distance of 100 feet 2 1/2 inches to a point distant 200 feet 2 3/4 inches northerly from the northerly side of Broome Street and measured at right angles thereto and 100 feet easterly from the easterly side of Wooster Street and measured at right angles thereto;

THENCE easterly and along the northerly face of the northerly wall of the five (5) story brick building on described premises, 100 feet 1 1/2 inches to the westerly side of Greene Street;

THENCE southerly along the westerly side of Greene Street, 100 feet 5 1/2 inches to the point or place of BEGINNING.

For information only: Said premises are known as 57-63 Greene Street, New York, N.Y. and designated as Section 2 Block 486 Lot 28 on the Tax Map of the City of New York, County of New York.

EXHIBIT C:1

THE NEW YORK CITY LANDMARKS PRESERVATION COMMISSION
1 CENTRE STREET 9TH FLOOR NORTH NEW YORK, NY. 10007
TEL: 212 669-7700 FAX: 212 669-7780

ROBERT B. TIERNEY
Chair

May 1, 2008

ISSUED TO:

Amanda Burden, Chair
City Planning Commission
22 REade Street
New York, NY 10007

Re: LPC - 075655
MOU 08-9484
57-63 GREENE STREET
HISTORIC DISTRICT
SOHO-CAST IRON
Borough of Manhattan
Block/Lot: 486 / 28

At the Public Meeting of March 11, 2008, following the Public Hearing of February 5, 2008, the New York City Landmarks Preservation Commission ("LPC") voted to issue a report to the City Planning Commission ("CPC") in support of an application for the issuance of a Special Permit, pursuant to Section 74 711 of the Zoning Resolution for modification of use at the building located at 57-63 Greene Street, Manhattan Block 486, Lot 28 ("the Designated Building"), to permit joint living-work quarters for artists on floors 2-6 and use group 6 on the first floor and cellar use. The Designated Building is a store building, designed by Edward H. Kendell, built in 1876-1877. The Designated Building is located within the SoHo-Cast Iron Historic District.

In voting to issue the report, the LPC found that the applicant has agreed to undertake facade work and mechanical improvements to restore the Designated Building and bring it up to a sound, first class condition; that the applicant has agreed to establish and maintain a program for continuing maintenance to ensure that the Designated Building is maintained in a sound, first class condition; and that a restrictive Declaration ("Declaration") will be filed against the property which will bind the applicants and all heirs, successors and assigns to maintain the continuing maintenance program in perpetuity.

The applicant agreed to perform certain restorative work and mechanical work, described in Certificate of No Effect 08-9483 (LPC 07-6480). This work includes cleaning, repairing and restoring the brick façades, stone details, wood store in-fill, historic wood window frames, iron shutter pintels, cast iron and glass side walk vault lights and granite sidewalk. All work is based on conditions surveys and historic documentation.

In reaching a decision to issue a favorable report to the CPC, the Commission found that the restorative work to be approved pursuant to a Certificate of No Effect, under LPC 07-6480 will return the building to its historic appearance; that the exterior facade work will reinforce the architectural and historic character of the building and the historic district; that the restorative work will bring the building up to sound, first class condition and

aid in its long term preservation; that the implementation of a cyclical maintenance plan will ensure the continued maintenance of the building in a sound, first-class condition; and that the owners of the designated building, have committed themselves to establishing a cyclical maintenance plan that will be legally enforceable by the Landmarks Preservation Commission under the provisions of a Restrictive Declaration, which will bind all heirs, successors and assigns, and which will be recorded at the New York County Registrar's Office.

The Declaration requires the Declarant to hire a qualified preservation professional, whose credentials are to be approved by LPC, to undertake comprehensive inspections every five years of the Designated Building's exterior and such portions of the interior which, if not properly maintained, would cause the Designated Building to deteriorate. The Declarant is required to perform all work identified in the resulting professional reports as being necessary to maintain the Designated Building in sound, first class condition within stated time periods.

Please note that the restoration work must be completed and approved by the Commission before the owner may apply for or accept a temporary or permanent certificate of occupancy from the Department of Buildings for the area of the building that is the subject of this special permit.

The staff of the Commission is available to assist you with these matters. Please direct inquiries to Kim Valente.

Robert B. Tierney
Chair

cc: Michael Betancourt; Law Office of Howard Goldman, LLC; Li Saltzman Architects; John Weiss, Deputy Legal Counsel

EXHIBIT C:2

THE NEW YORK CITY LANDMARKS PRESERVATION COMMISSION
1 CENTRE STREET 9TH FLOOR NORTH NEW YORK, NY 10007
TEL: 212 669-7700 FAX: 212 669-7780

PERMIT

CERTIFICATE OF NO EFFECT

ISSUE DATE:	EXPIRATION DATE:	DOCKET #:	CNE #:
05/01/08	05/01/2012	076480	CNE 08-9483

ADDRESS	BOROUGH:	BLOCK/LOT:
57-63 GREENE STREET HISTORIC DISTRICT SOHO-CAST IRON	MANHATTAN	486 / 28

Display This Permit While Work Is In Progress

ISSUED TO:

Michael Betancourt
Greene Street Holdings
11 East 44th Street
New York, NY 10017

Pursuant to Section 25-306 of the Administrative Code of the City of New York, the Landmarks Preservation Commission hereby approves certain alterations to the subject premises as proposed in your application completed on May 1, 2008.

The approved work consists of restorative work including, but not limited to, on the Greene Street (east) facade, priming and painting the entire cast iron façade, based on the historic paint analysis; replacing missing cast-iron elements throughout with new cast iron elements; installing wood, two-over-two double-hung windows to match the historic wood windows in terms of material, detail, dimensions, style and finish at floors two through six (floors three and five are arched-head), painted based on historic paint analysis; repointing deteriorated masonry joints throughout, to match in-kind; repairing select areas of stone with Dutchman repairs based on final material sample approval and patching material samples; replacing missing and damaged sheet metal cornice in-kind, including recreating the missing pediment arch in sheet metal, and painted based on historic paint analysis; repairing and restoring wood ground floor infill, and removing modern ground floor infill and installing infill based on historic president and documentation, and painting infill based on historic paint analysis; restoring and painting fire hose attachments. Work on the rear (west) façade includes removing existing cracked, weather damaged and structurally unsound brick; cleaning, repairing and repointing the brick and stone lintels and sills to match the material, details, tooling, and mortar tint of the original; replacing all 65 windows with aluminum two-over-two window frames and sashes; repairing and painting the iron shutters and all pintels and associated hardware. Work on the lot line

facades (south and north) includes removing existing cracked, weather damaged and structurally unsound brick; cleaning, repairing and repointing the brick façade and parapet to match the material, details, tooling, and mortar tint of the original. Work at the sidewalk at Greene Street includes removing the modern diamond plate and concrete sidewalk, repairing the vault structure, restoring the granite sidewalk using salvaged granite and new granite, repairing the historic cast iron and glass vault light at the steps, and repairing and recreating the historic cast iron and glass vault light at the sidewalk level based on a portion of intact historic material. Work at the roof includes reconfiguring the obsolete elevator bulkhead and removing other mechanical equipment and hardware; replacing the roofing system as needed, including flashing, decking; and installing new mechanical equipment including elevator bulkhead and cooling tower with acoustic screen; and installing garden furniture, planters and replacing existing iron railing, in-kind, all not visible from any public thoroughfare. This work is shown in written specifications, current condition photographs and written specification report dated January 7, 2008, and existing window conditions report dated January 28, 2008, prepared by Li/Saltzman Architects, P.C. and drawings labeled A-001, A-010, A-080, A-090 and A-100, dated July 11, 2007; last revised January 15, 2008, signed and sealed by Peter Michael Marren, R.A. and drawings labeled A00, A001, A002, A100, D101, A101, A102, A200 through A205, A300, A400 through A404, S100, S201, S202, SS203 and LPC01 through LPC03, dated January 7, 2008, prepared by Judith Saltzman, R.A., and submitted as components of this application.

In reviewing this application, the Commission notes that the SoHo Cast Iron Historic District designation report describes 57-63 Greene Street, as a store building designed by Edward H. Kendell, and built in 1876-77; and that the style, scale, age, materials, and details of the building contribute to the special architectural and historic character of the SoHo Cast Iron Historic District. The Commission also notes that Modification of Use and Bulk 08-9484 (LPC 075655) was issued May 1, 2008 pursuant to an application requesting that the Landmarks Preservation Commission (LPC) issue a report to the City Planning Commission (CPC) relating to a Modification of Use and Bulk (MOU) pursuant to section 74-711 of the Zoning Resolution.

With regard to this proposal, the Commission finds that the proposed work is restorative in nature and will return the building more closely to its historic appearance; that the method of cleaning will safely and efficiently remove dirt and soil from the facades; that the replacement brick and masonry units will match the original in terms of profile, thickness, alignment, spacing, distribution, color, texture and finish, and will restore the facades to a sound condition; insure the weatherproofing of the masonry and maintain the historic appearance of the exterior of the building; and that the repointing mortar and stucco will match the original in terms of composition, color, texture, finish and tooling, and therefore will not be detrimental to the brick or facade in terms of being too strong or hard; that the restoration and replacement of the historic cast-iron vault covers and lights will reestablish a significant amount of original fabric to the building and the historic district. The Commission also finds that the paint scheme for the cast-iron and sheet metal elements, ground floor infill and all windows and is based upon an historic paint analysis submitted and is contingent upon final color selection. The Commission also finds, in accordance with the provisions of Title 63, of the RCNY, Section 3-04, that the new windows on the front façade will match the material, configuration, operation, details and finish of the historic windows, that the historic wood brick molds will be preserved and restored, or replaced if necessary and that the details are based on actual shop drawings; and that the windows on the rear façade will be installed within existing window openings; and that they will not replace any special windows as defined by the rules. The Commission also finds in accordance with the provisions of Title 63, of the RCNY, Section 2 19, that the proposed work at the roof consists solely of mechanical equipment; that the installation of the mechanical equipment will not result in damage to or demolition of any significant architectural feature of the roof; that the work will not be visible from any public thoroughfare. Based on these findings, the Commission determined the work to be appropriate to the building. The work, therefore, is approved.

This permit is contingent upon the Commission's review and approval of cast-iron and sheet metal replacement

pieces and samples of the finish coat; shop drawings of the cast iron vault lights; samples of the vault light glass; and samples of replacement brick, mortar, and all other masonry; final paint selection on infill, windows and metal elements, all prior to the commencement of the work, and shop drawings for any above mentioned work or work that may be requested in the context of this permit as required. PLEASE NOTE THAT ONLY A SMALL SAMPLE OF THE MORTAR JOINTS MAY BE CUT TO PROVIDE A SAMPLE OF REPLA contact the Landmarks Preservation Commission staff in order to arrange a site visit.

The Commission has reviewed the application and these drawings and finds that the work will have no effect on significant protected features of the building.

This permit is issued on the basis of the building and site conditions described in the application and disclosed during the review process. By accepting this permit, the applicant agrees to notify the Commission if the actual building or site conditions vary or if original or historic building fabric is discovered. The Commission reserves the right to amend or revoke this permit, upon written notice to the applicant, in the event that the actual building or site conditions are materially different from those described in the application or disclosed during the review process.

All approved drawings are marked approved by the Commission with a perforated seal indicating the date of approval. The work is limited to what is contained in the perforated documents. Other work or amendments to this filing must be reviewed and approved separately. The applicant is hereby put on notice that performing or maintaining any work not explicitly authorized by this permit may make the applicant liable for criminal and/or civil penalties, including imprisonment and fines. This letter constitutes the permit; a copy must be prominently displayed at the site while work is in progress. Please direct inquiries to Kim Valente.

Robert B. Tierney
Chair

PLEASE NOTE: PERFORATED DRAWINGS AND A COPY OF THIS PERMIT HAVE BEEN SENT TO:
Judith Saltzman, Li Saltzman Architects

cc: Law Office of Howard Goldman, LLC; Li Saltzman Architects; John Weiss, Deputy Legal Counsel

EXHIBIT C:3

THE NEW YORK CITY LANDMARKS PRESERVATION COMMISSION
1 CENTRE STREET 9TH FLOOR NORTH NEW YORK, NY 10007
TEL: 212 669-7700 FAX: 212 669-7780

July 1, 2009

ISSUED TO:

Amanda Burden, Chair
City Planning Commission
22 Reade Street
New York, NY 10007

Re: MISCELLANEOUS/AMENDMENTS
LPC - 100764
MISC 10-0729
57-63 GREENE STREET
HISTORIC DISTRICT
SOHO-CAST IRON
Borough of Manhattan
Block/Lot: 486 / 28

Pursuant to Section 25 306 of the Administrative Code of the City of New York, the Landmarks Preservation Commission issued a Report, LPC 07-5655, on May 1, 2008 to the City Planning Commission relating to a Special Permit for a use waiver pursuant to section 74-711 of the Zoning Resolution. The waiver was sought to permit joint living-work quarters for artists on floors 2-6 and use group 6 on the first floor and cellar use. A copy of the Report is appended. On June 29, 2009, the Commission received a request to amend the Report.

The proposed amendment consists of revising the previously issued Report to include a modification of bulk for Unit 402 located at 57-63 Greene Street, Manhattan Block 486, Lot 28 ("the Designated Building"). The request was made in the form of a letter dated June 29, 2009, prepared by Emily Simons, of Howard Goldman, LLC Attorney at Law for the owner of the property. This bulk modification is needed because Unit 402 is undersized (less then 1,200 square feet). No new construction is associated with this bulk modification.

Accordingly, the staff reviewed the documents and finds that this request reflects the Commission's previously approved action. Based on this finding, the Commission determined that the proposed amendment is approved and that issued Modification of Use 08-9484 is hereby amended to incorporate this change.

This amendment is being issued on the basis of the building and site conditions described in the application and disclosed during the review process. By accepting this permit, the applicant agrees to notify the Commission if the actual building or site conditions vary or if original or historic building fabric is discovered. The Commission reserves the right to amend or revoke this permit, upon written notice to the applicant, in the event that the actual building or site conditions or materials different from those described in the applicant or disclosed during the review process.

Please Note: Certificate of No Effect 08-9483 (LPC 07-6480) was issued May 1, 2008 for restorative work in conjunction with issued Modification of Use 08-9484.

All approved drawings are marked approved by the Commission with a perforated seal indicating the date of the

ZONING CALCULATIONS

BLOCK 486 LOT 29		
LOT AREA 100'-0 x 100'-0		10,000 SQ. FT.

FLOOR AREA: ZR 43-12

FLOOR AREA RATIO (F.A.R)	
PERMITTED:	5.0
EXISTING:	5.456
PROPOSED:	5.401

YARDS

REQUIRED SIDE YARD:	ZR 43-26	NONE REQUIRED, NONE PROVIDED	
REQUIRED REAR YARD:	ZR 43-28	REQUIRED:	20 FT
		EXISTING/PROPOSED:	4 FT (PRE-EXISTING NON-COMPLIANCE)

HEIGHT & SETBACK

HEIGHT:	ZR 43-43	PERMITTED/REQUIRED:	85 FT OR 8 STORIES, WHICHEVER IS LESS
		EXISTING/PROPOSED:	79 FT
SETBACK:	ZR 43-43	REQUIRED:	20FT ABOVE 85' (NARROW STREET)
		EXISTING/PROPOSED:	NONE REQUIRED, NONE PROVIDED

PARKING	ZR-44-022 (13-11)	NONE REQUIRED, NONE PROVIDED
LOADING	ZR-44-52	NONE REQUIRED, NONE PROVIDED

ROOF TOP RECREATION REQUIREMENTS: ZR 43-14.D.(1) (c)

EXISTING ROOF AREA:	100'-0" x 90'-0"	9,000
1ST FLOOR ROOF:	100'-0" x 5'-6"	550
TOTAL ROOF AREA		9,600
TOTAL JUNIOR UNITS: 25		
1st 15 UNITS: 30% ROOF AREA (X 9,600)		2,880
ADDITIONAL 10 UNITS @ 100 SQ. FT./UNIT		1,000
TOTAL REQUIRED:		3,880
TOTAL ROOF TOP RECREATION AREA PROVIDED:		3,885

PERMITED FLOOR AREA

MAXIMUM F.A.R. IN M1-5A ZONE:	5.0
X 10,000 SQ FT LOT AREA =	50,000 SQ FT

EXISTING FLOOR AREA

FLOOR		GROSS SQ. FT.	MECHANICAL DEDUCTIONS	ZONING FLOOR AREA	F.A.R.
1ST FL	100'-0 x 90'-0"	9,000	0	9,560	
2ND FL	100'-0 x 90'-0"	9,050	0	9,050	
3RD FL	100'-0 x 90'-0"	9,050	0	9,050	
4TH FL	100'-0 x 90'-0"	9,050	0	9,050	
5TH FL	100'-0 x 90'-0"	9,050	0	9,050	
6TH FL	100'-0 x 90'-0"	9,050	0	9,050	
	TOTAL	54,050	0	54,850	5.485

PROPOSED FLOOR AREA

FLOOR		GROSS SQ. FT.	PRIVATE ROOF STAIRS	ELEVATOR AT ROOF	MECHANICAL DEDUCTIONS	ZONING FLOOR AREA	F.A.R.
1ST FL	100'-0 x 95'-0"	9,500			60	9,540	
2ND FL	100'-0 x 90'-0"	9,050			256	8,796	
3RD FL	100'-0 x 90'-0"	9,050			232	8,818	
4TH FL	100'-0 x 90'-0"	9,050			245	8,805	
5TH FL	100'-0 x 90'-0"	9,050			230	8,820	
6TH FL	100'-0 x 90'-0"	9,050	288 (3 X 96)	103	200	9,241	
	TOTAL	54,950	288	103	1,222	54,016	5.401

NOTE: FUEL TYPE MUST BE NATURAL GAS.

57-63 GREENE ST

NEW YORK, NY

MARREN AND NEWMAN ARCHITECTS
311 WEST 43RD STREET
SUITE 1105
NEW YORK, NY 10036
TEL. 212.353.2100
FAX 212.353.2202

REGISTERED ARCHITECT
PETER MICHAEL MARREN
No. 021163
STATE OF NEW YORK

NO.	DATE	ISSUE
06	26 AUG 09	DCP REV (SUBMISSION)
05	22 JUL 09	DCP REV (SUBMISSION)
04	20 JAN 09	DCP REV (DRAFT)
03	14 JULY 08	DCP REV (SUBMISSION)
02	1 FEB 08	DCP REV (DRAFT)
01	23 JAN 08	DCP (DRAFT)

DRAWING TITLE:

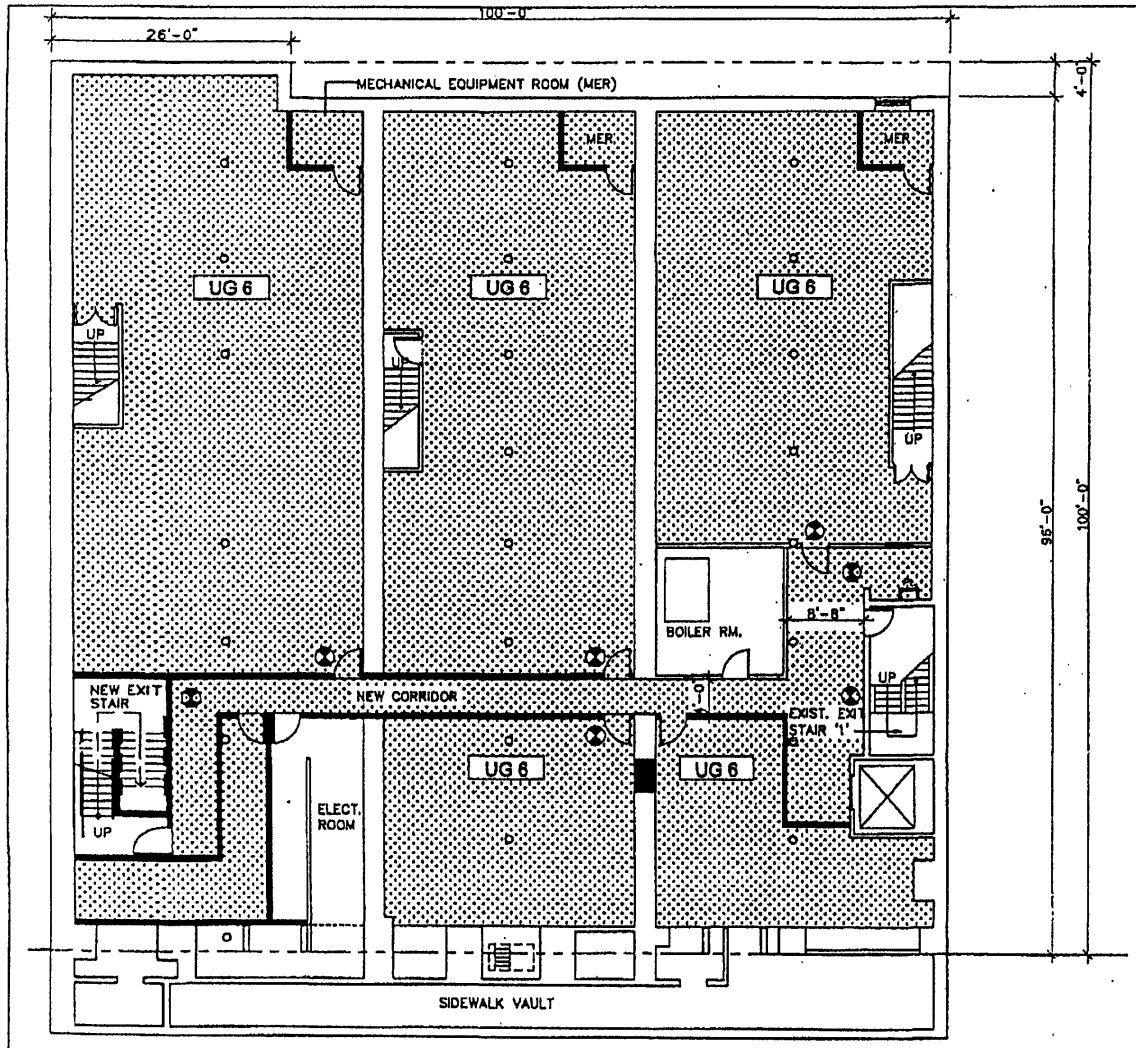
SITE PLAN AND LOCATION PLAN

JOB NO: 2763

SCALE: AS NOTED

DATE: 11 July 07

A-001



1 CELLAR FLOOR PLAN

INTERIOR LAYOUTS FOR ILLUSTRATIVE PURPOSES ONLY

LEGEND

- EXISTING PARTITION TO REMAIN
- PROPOSED NEW PARTITION
- PROPOSED UG 6, 8,006 SF

MECHANICAL LEGEND

CONDENSER WATER PIPING BUILDING SYSTEMS SHAFT	CWP
VERTICAL STACKED HEAT PUMPS	AC
TOILET EXAUST	TX
KITCHEN EXAUST	KX
CORRIDOR FRESH AIR	CFA
PLUMBING RISER	PL
ELECTRIC RISER	EL
MECHANICAL EQUIPMENT ROOM	MER

57-63 GREENE ST

NEW YORK, NY

MARREN AND NEWMAN ARCHITECTS
311 WEST 43RD STREET
SUITE 1105
NEW YORK, NY 10036
TEL 212.353.2100
FAX 212.353.2202

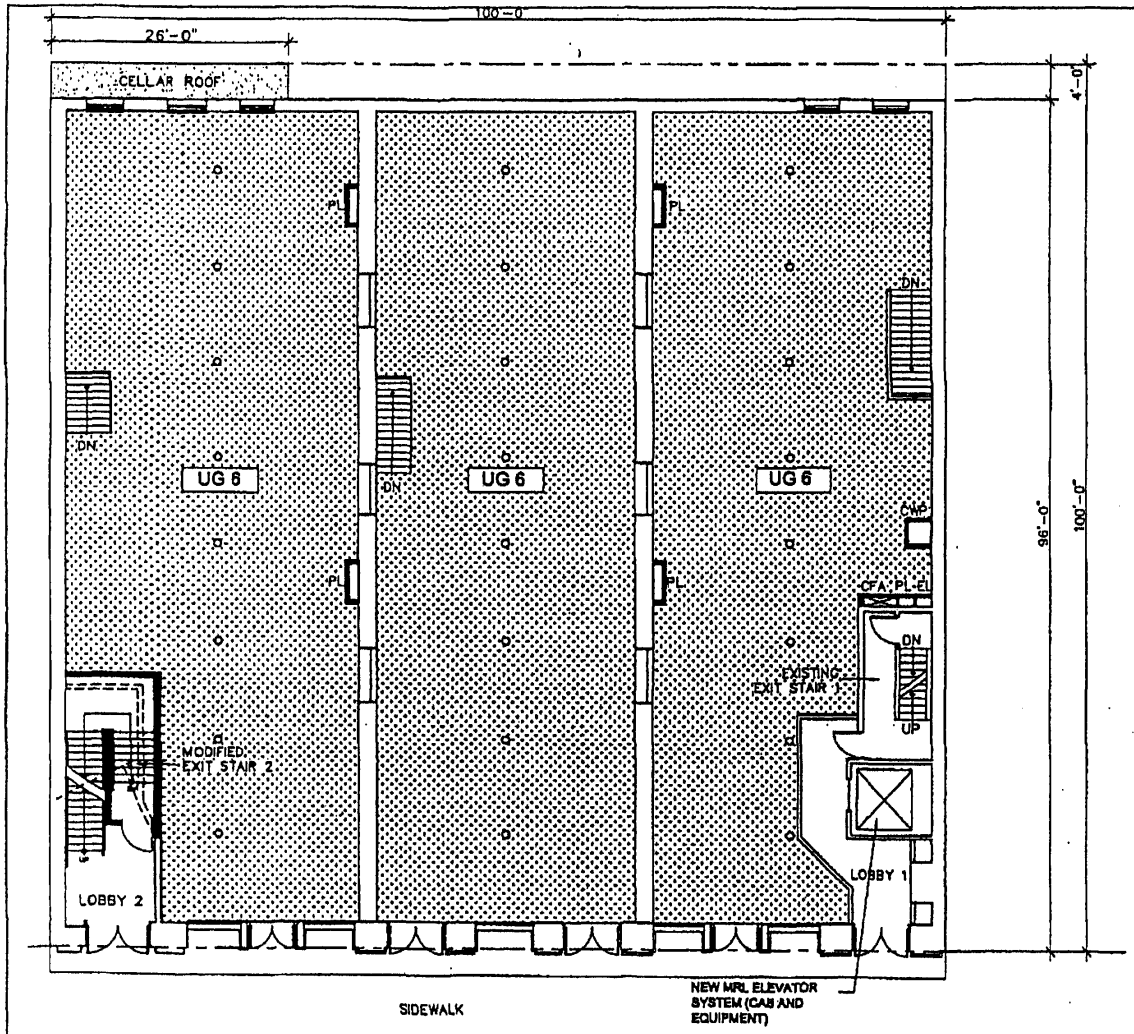
REGISTERED ARCHITECT
PETER MICHAEL MARREN
NO. 021163
STATE OF NEW YORK

NO.	DATE	ISSUE
05	22 JUL 09	DCP REV (SUBMISSION)
04	20 JAN 09	DCP REV (DRAFT)
03	14 JULY 08	DCP REV (SUBMISSION)
02	1 FEB 08	DCP REV (DRAFT)
01	23 JAN 08	DCP (DRAFT)

DRAWING TITLE:
CELLAR FLOOR PLAN

JOB NO: 2763
SCALE: 1/8" = 1'-0"
DATE: 11 July 07

A-10



1 GROUND FLOOR PLAN

INTERIOR LAYOUTS FOR ILLUSTRATIVE PURPOSES ONLY

GROUND FLOOR SQ. FT.	
GROSS FLOOR AREA	9,900
MECHANICAL	- 60
ZONING FLOOR AREA	9,540
CORE (STAIRS, ELEVATOR, HALL)	850
PROPOSED UG6	8,690
TOTAL	9,540

LEGEND

EXISTING PARTITION TO REMAIN

PROPOSED NEW PARTITION

PROPOSED UG 6 8,690 SF

MECHANICAL LEGEND

CONDENSER WATER PIPING BUILDING SYSTEMS SHAFT	CWP
VERTICAL STACKED HEAT PUMPS	AC
TOILET EXAUST	TX
KITCHEN EXAUST	KX
CORRIDOR FRESH AIR	CFA
PLUMBING RISER	PL
ELECTRIC RISER	EL
MECHANICAL EQUIPMENT ROOM	MER

57-63 GREENE ST

NEW YORK, NY

MARREN AND NEWMAN ARCHITECTS
311 WEST 43RD STREET
SUITE 1105
NEW YORK, NY 10036
TEL. 212.353.2100
FAX 212.353.2202

REGISTERED ARCHITECT PETER MICHAEL MARREN No. 021163 STATE OF NEW YORK

NO.	DATE	ISSUE
05	22 JUL 09	DCP REV (SUBMISSION)
04	20 JAN 09	DCP REV (DRAFT)
03	14 JULY 08	DCP REV (SUBMISSION)
02	1 FEB 08	DCP REV (DRAFT)
01	23 JAN 08	DCP (DRAFT)

DRAWING TITLE:

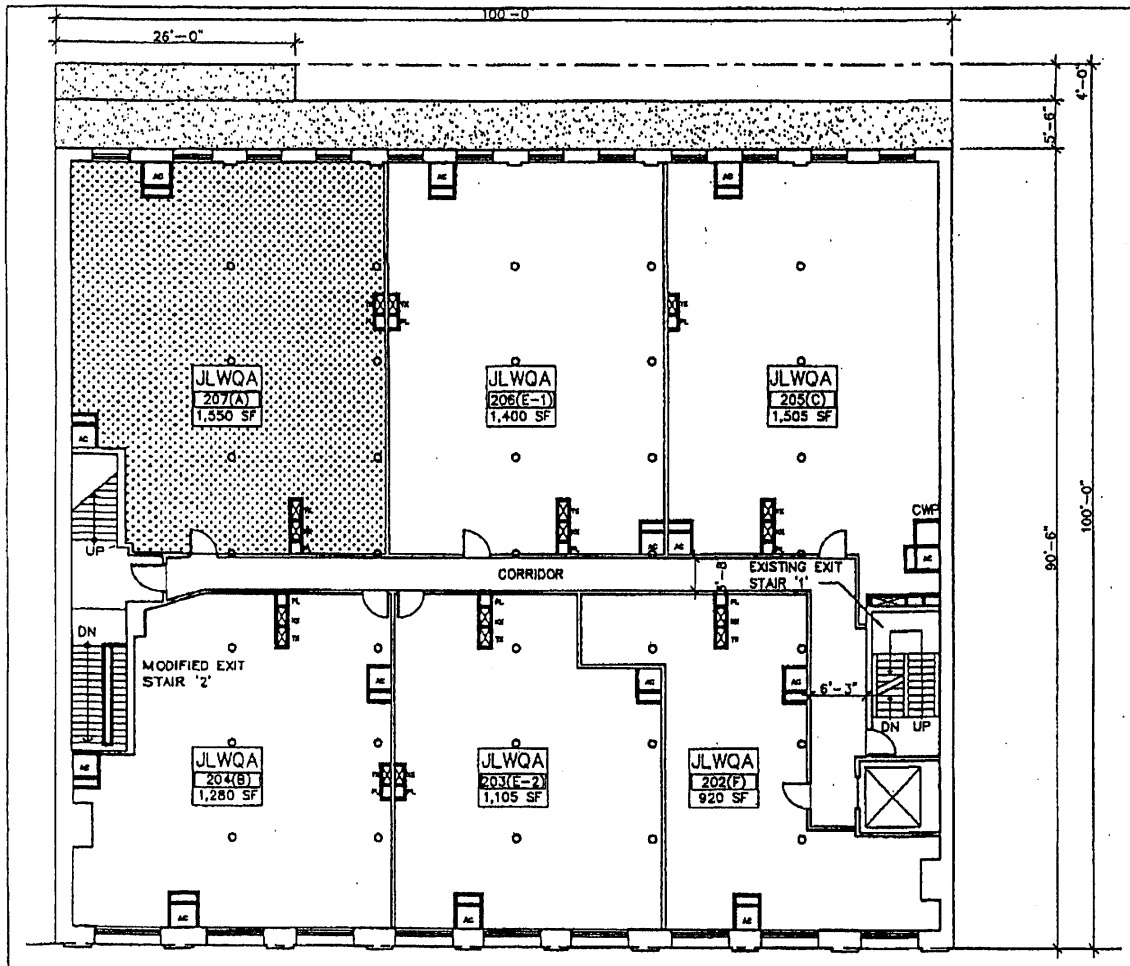
GROUND FLOOR PLAN

JOB NO: 2763

SCALE: 1/8" = 1'-0"

DATE: 11 July 07

A-20



① 2ND FLOOR PLAN

INTERIOR LAYOUTS FOR ILLUSTRATIVE PURPOSES ONLY

2ND FLOOR SQ. FT.	
GROSS FLOOR AREA	9,060
MECHANICAL	-265
ZONING FLOOR AREA	8,795
CORE [STAIRS,ELEVATOR, HALL]	1,035
202	920
203	1,105
204	1,280
205	1,505
206	1,400
207	1,550
TOTAL	8,795

LEGEND

- EXISTING PARTITION TO REMAIN
- PROPOSED NEW PARTITION
- PREVIOUSLY APPROVED PURSUANT TO CPC SPECIAL PERMIT # C 831866 Z SM (April 22, 1987 / Cal. No. 25) — B, C, E-1, E-2, F
- AREA PROPOSED FOR UG17D JLWQA PURSUANT TO ZR74-711

MECHANICAL LEGEND

- CONDENSER WATER PIPING BUILDING SYSTEMS SHAFT — CWP
- VERTICAL STACKED HEAT PUMPS — AC
- TOILET EXAUST — TX
- KITCHEN EXAUST — KX
- CORRIDOR FRESH AIR — CFA
- PLUMBING RISER — PL
- ELECTRIC RISER — EL
- MECHANICAL EQUIPMENT ROOM — MER

57-63 GREENE ST

NEW YORK, NY

MARREN AND NEWMAN ARCHITECTS
311 WEST 43RD STREET
SUITE 1105
NEW YORK, NY 10036
TEL. 212.353.2100
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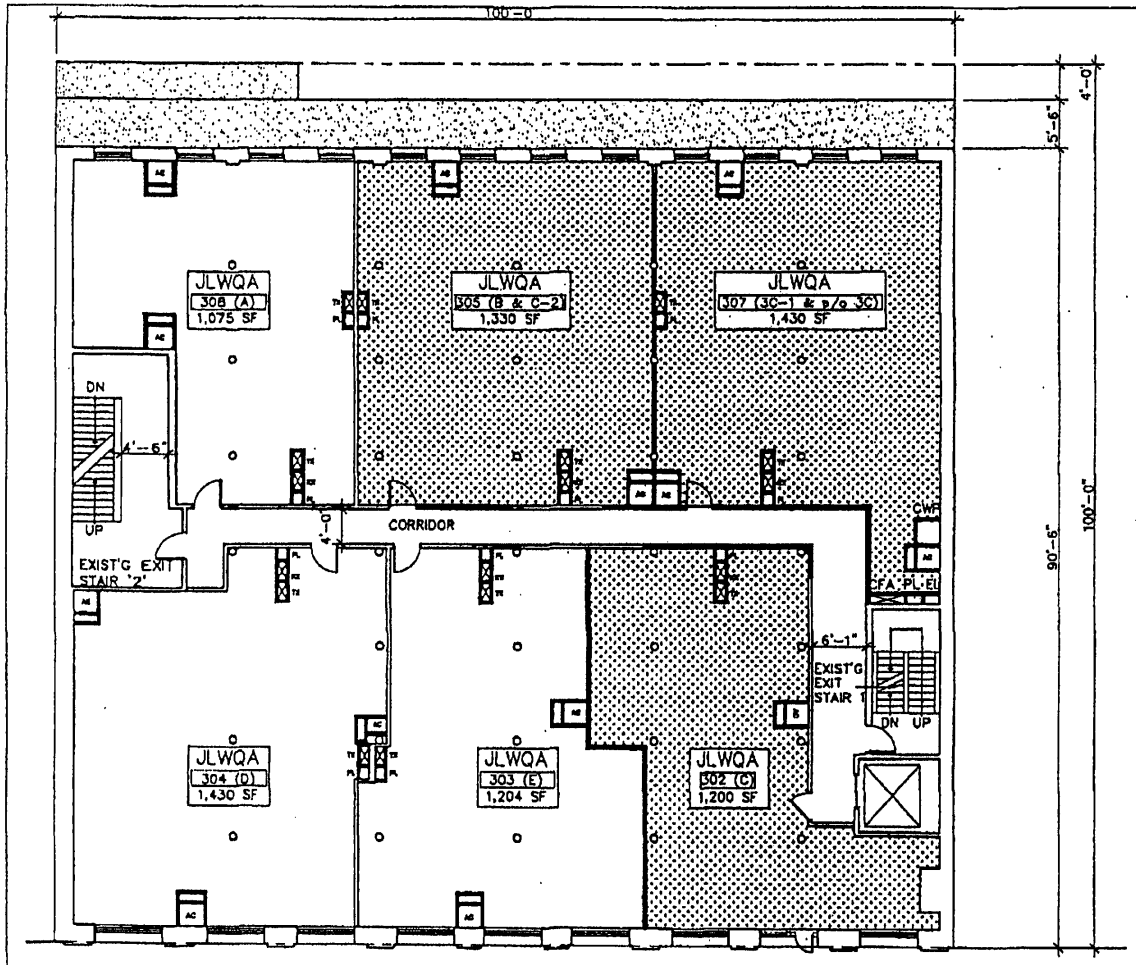
REGISTERED ARCHITECT
PETER MICHAEL MARREN
No. 021163
STATE OF NEW YORK

NO.	DATE	ISSUE
05	22 JUL 09	DCP REV (SUBMISSION)
04	20 JAN 09	DCP REV (DRAFT)
03	14 JULY 08	DCP REV (SUBMISSION)
02	1 FEB 08	DCP REV (DRAFT)
01	23 JAN 08	DCP (DRAFT)

DRAWING TITLE:
2ND FLOOR PLAN

JOB NO: 2763
SCALE: 1/8" = 1'-0"
DATE: 11 July 07

A-30



1 3RD FLOOR PLAN

INTERIOR LAYOUTS FOR ILLUSTRATIVE PURPOSES ONLY

3RD FLOOR SQ. FT.	
GROSS FLOOR AREA	9,050
MECHANICAL	-232
ZONING FLOOR AREA	8,818
CORE [STAIRS, ELEVATOR, HALL]	1,149
302	1,200
303	1,204
304	1,430
305	1,330
307	1,430
308	1,075
TOTAL	8,818

LEGEND

- EXISTING PARTITION TO REMAIN
- PROPOSED NEW PARTITION
- PREVIOUSLY APPROVED PURSUANT TO CPC SPECIAL PERMIT # C 831958 Z SM (April 22, 1987 / Cal. No. 25) — A, D, E
- AREA PROPOSED FOR UG17D JLWQA PURSUANT TO ZR74-711

MECHANICAL LEGEND

- CONDENSER WATER PIPING BUILDING SYSTEMS SHAFT — CWP
- VERTICAL STACKED HEAT PUMPS — AC
- TOILET EXAUST — TX
- KITCHEN EXAUST — KX
- CORRIDOR FRESH AIR — CFA
- PLUMBING RISER — PL
- ELECTRIC RISER — EL
- MECHANICAL EQUIPMENT ROOM — MER

57-63 GREENE ST

NEW YORK, NY

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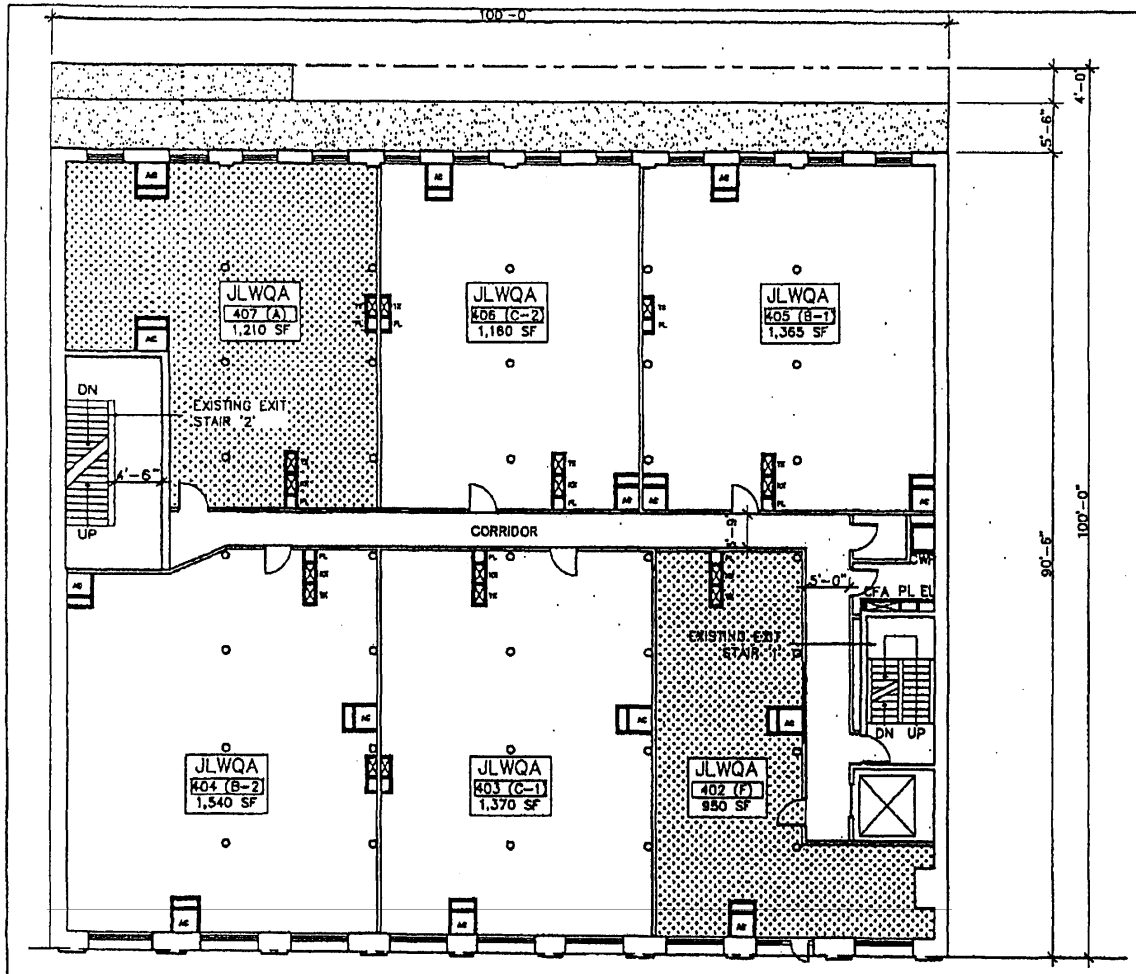
REGISTERED ARCHITECT PETER MICHAEL MARREN No. 021163 STATE OF NEW YORK

NO.	DATE	ISSUE
05	22 JUL 09	DCP REV (SUBMISSION)
04	20 JAN 09	DCP REV (DRAFT)
03	14 JULY 08	DCP REV (SUBMISSION)
02	1 FEB 08	DCP REV (DRAFT)
01	23 JAN 08	DCP (DRAFT)

DRAWING TITLE:
3RD FLOOR PLAN

JOB NO: 2763
SCALE: 1/8" = 1'-0"
DATE: 11 July 07

A-40



① 4TH FLOOR PLAN

INTERIOR LAYOUTS FOR ILLUSTRATIVE PURPOSES ONLY

4TH FLOOR SQ. FT.	
GROSS FLOOR AREA	8,050
MECHANICAL	-245
ZONING FLOOR AREA	8,805
CORE [STAIRS, ELEVATOR, HALL]	1,210
402	950
403	1,370
404	1,540
405	1,365
406	1,160
407	1,210
TOTAL	8,805

LEGEND

- EXISTING PARTITION TO REMAIN
- PROPOSED NEW PARTITION
- PREVIOUSLY APPROVED PURSUANT TO CPC SPECIAL PERMIT # C 831856 Z SM (April 22, 1987 / Cal. No. 25) (B1, B2, C1 & C2) (F - [illegible])
- AREA PROPOSED FOR UG17D JLWQA PURSUANT TO ZR74-711

MECHANICAL LEGEND

- CONDENSER WATER PIPING BUILDING SYSTEMS SHAFT — CWP
- VERTICAL STACKED HEAT PUMPS — AC
- TOILET EXAUST — TX
- KITCHEN EXAUST — KX
- CORRIDOR FRESH AIR — CFA
- PLUMBING RISER — PL
- ELECTRIC RISER — EL
- MECHANICAL EQUIPMENT ROOM — MER

57-63 GREENE ST

NEW YORK, NY

MARREN AND NEWMAN ARCHITECTS
311 WEST 43RD STREET
SUITE 1105
NEW YORK, NY 10036
TEL 212.353.2100
FAX 212.353.2202

REGISTERED ARCHITECT PETER MICHAEL MARREN No. 021163 STATE OF NEW YORK

NO.	DATE	ISSUE
05	22 JUL 09	DCP REV (SUBMISSION)
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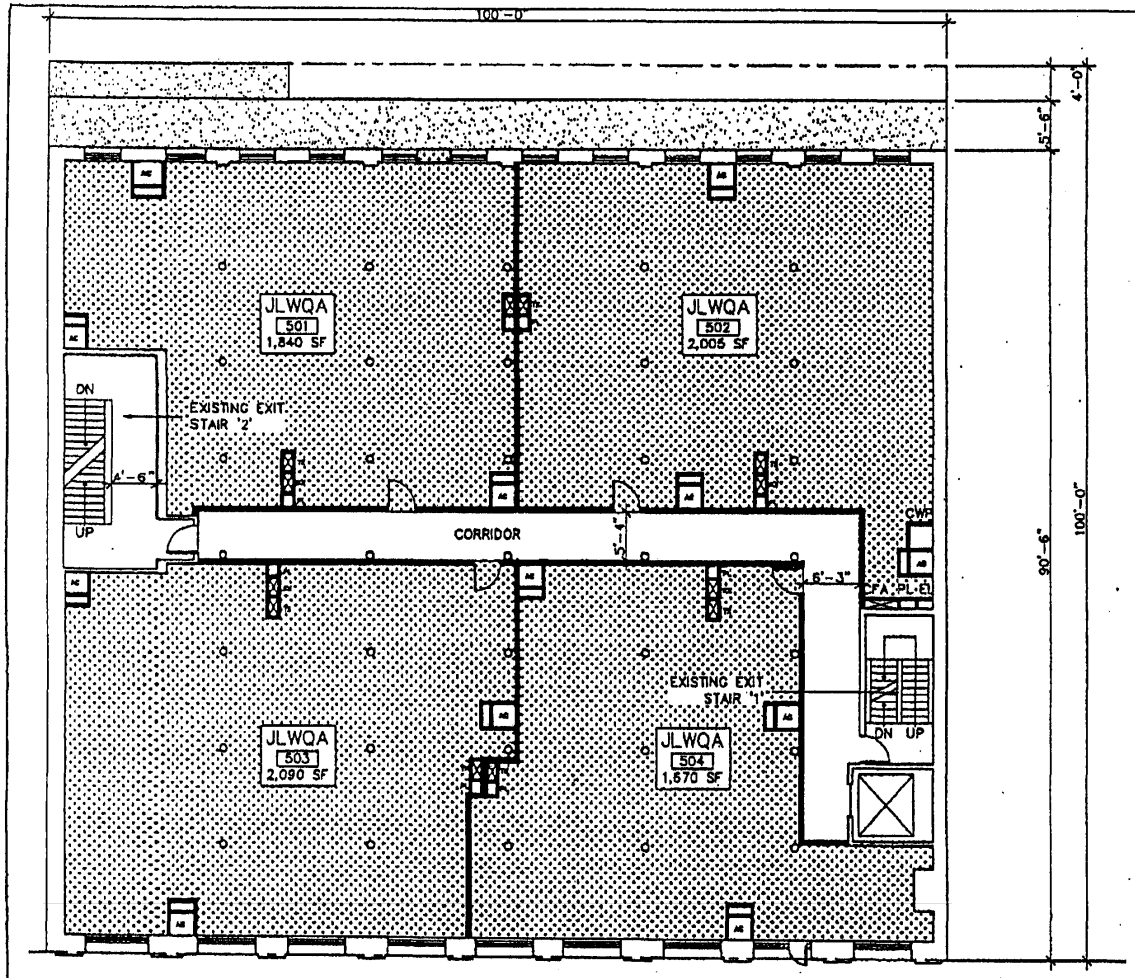
03	14 JULY 08	DCP REV (SUBMISSION)
02	1 FEB 08	DCP REV (DRAFT)
01	23 JAN 08	DCP (DRAFT)

DRAWING TITLE:
4TH FLOOR PLAN

JOB NO: 2763
SCALE: 1/8" = 1'-0"
DATE: 11 July 07

A-50



① 5TH FLOOR PLAN

INTERIOR LAYOUTS FOR
ILLUSTRATIVE PURPOSES ONLY

5TH FLOOR SQ. FT.	
GROSS FLOOR AREA	9,050
MECHANICAL	-230
ZONING FLOOR AREA	8,820
CORE [STAIRS,ELEVATOR, HALL]	1,215
501	1,840
502	2,005
503	2,090
504	1,670
TOTAL	8,820

LEGEND

EXISTING PARTITION TO REMAIN

PROPOSED NEW PARTITION

AREA PROPOSED FOR UG17D JLWQA PURSUANT TO ZR74-711

MECHANICAL LEGEND

CONDENSER WATER PIPING BUILDING SYSTEMS SHAFT — CWP

VERTICAL STACKED HEAT PUMPS — AC

TOILET EXAUST — TX

KITCHEN EXAUST — KX

CORRIDOR FRESH AIR — CFA

PLUMBING RISER — PL

ELECTRIC RISER — EL

MECHANICAL EQUIPMENT ROOM — MER

57-63 GREENE ST

NEW YORK, NY

MARREN AND NEWMAN ARCHITECTS
311 WEST 43RD STREET
SUITE 1105
NEW YORK, NY 10036
TEL. 212.353.2100
FAX 212.353.2202

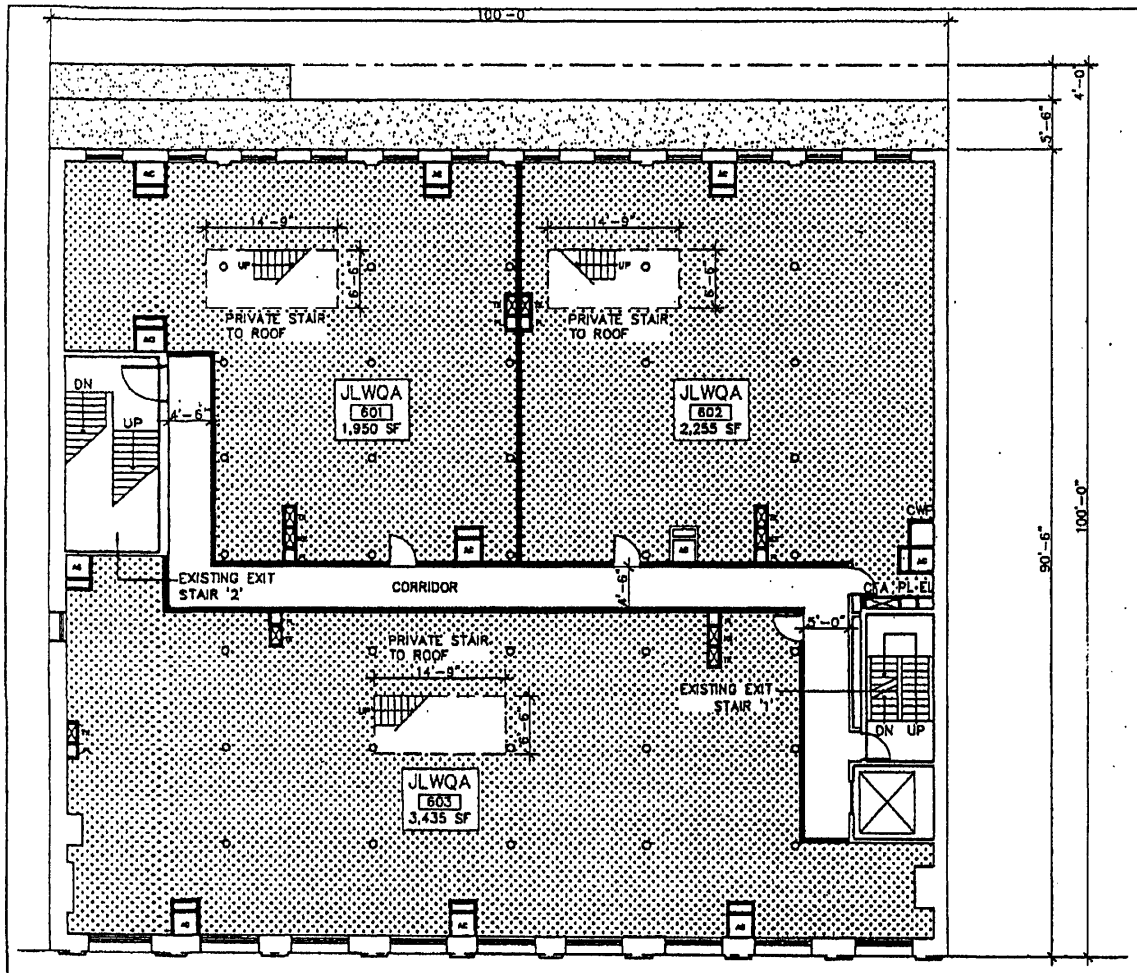
REGISTERED ARCHITECT
PETER MICHAEL MARREN
No. 021162
STATE OF NEW YORK

NO.	DATE	ISSUE
05	22 JUL 09	DCP REV (SUBMISSION)
04	20 JAN 09	DCP REV (DRAFT)
03	14 JULY 08	DCP REV (SUBMISSION)
02	1 FEB 08	DCP REV (DRAFT)
01	23 JAN 08	DCP (DRAFT)

DRAWING TITLE:
5TH FLOOR PLAN

JOB NO: 2763
SCALE: 1/8" = 1'-0"
DATE: 11 July 07

A-60



1 6TH FLOOR PLAN

INTERIOR LAYOUTS FOR ILLUSTRATIVE PURPOSES ONLY

6TH FLOOR SQ. FT.	
GROSS FLOOR AREA	9,050
MECHANICAL	-200
PRIVATE ROOF STAIRS (3 X 95 SF)	285
ELEVATOR AT ROOF	103
ZONING FLOOR AREA	9,241

CORE	1,210
PRIVATE ROOF STAIRS (3 X 95 SF)	285
ELEVATOR AT ROOF	103
601	1,950
602	2,255
603	3,435
TOTAL	9,241

LEGEND

EXISTING PARTITION TO REMAIN

PROPOSED NEW PARTITION

AREA PROPOSED FOR UG17D JLWQA PURSUANT TO ZR74-711

MECHANICAL LEGEND

CONDENSER WATER PIPING BUILDING SYSTEMS SHAFT — CWP

VERTICAL STACKED HEAT PUMPS — AC

TOILET EXAUST — TX

KITCHEN EXAUST — KX

CORRIDOR FRESH AIR — CFA

PLUMBING RISER — PL

ELECTRIC RISER — EL

MECHANICAL EQUIPMENT ROOM — MER

57-63 GREENE ST

NEW YORK, NY

MARREN AND NEWMAN ARCHITECTS
311 WEST 43RD STREET
SUITE 1105
NEW YORK, NY 10036
TEL. 212.353.2100
FAX 212.353.2202

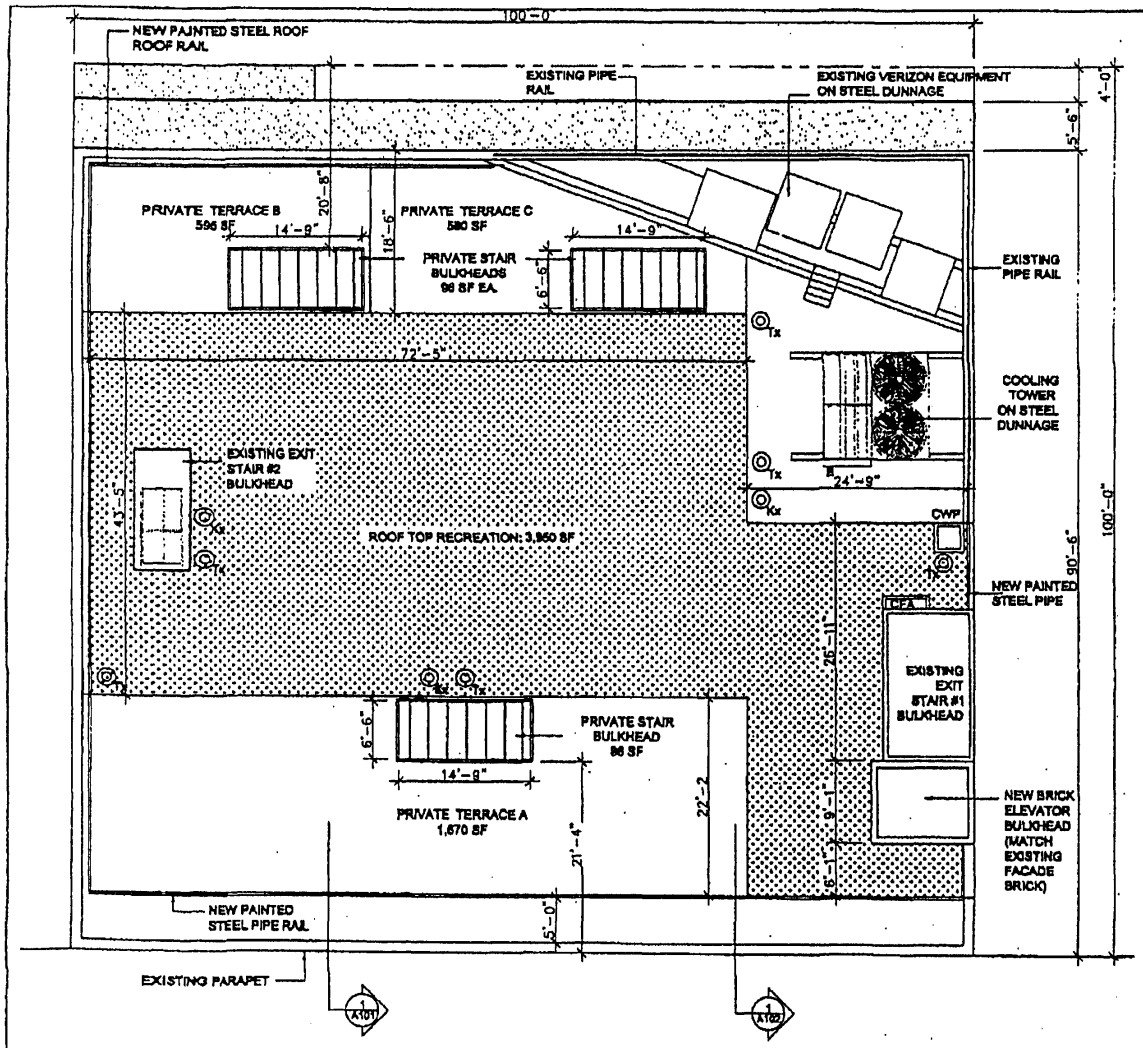
REGISTERED ARCHITECT PETER MICHAEL MARREN No. 021163 STATE OF NEW YORK

NO.	DATE	ISSUE
05	22 JUL 09	DCP REV (SUBMISSION)
04	20 JAN 09	DCP REV (DRAFT)
03	14 JULY 08	DCP REV (SUBMISSION)
02	1 FEB 08	DCP REV (DRAFT)
01	23 JAN 08	DCP (DRAFT)

DRAWING TITLE:
6TH FLOOR PLAN

JOB NO: 2763
SCALE: 1/8" = 1'-0"
DATE: 11 July 07

A-70



1 ROOF PLAN

LAYOUTS FOR ILLUSTRATIVE PURPOSES ONLY

MECHANICAL LEGEND

CONDENSER WATER PIPING BUILDING SYSTEMS SHAFT	CWP
VERTICAL STACKED HEAT PUMPS	AC
TOILET EXAUST	TX
KITCHEN EXAUST	KX
CORRIDOR FRESH AIR	CFA
PLUMBING RISER	PL
ELECTRIC RISER	EL
MECHANICAL EQUIPMENT ROOM	MER

57-63 GREENE ST

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REGISTERED ARCHITECT PETER MICHAEL MARREN NO. 021163 STATE OF NEW YORK

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01	23 JAN 08	DCP (DRAFT)

DRAWING TITLE:
ROOF PLAN

JOB NO: 2763
SCALE: 1/8" = 1'-0"
DATE: 11 July 07

A-80

RESTRICTIVE DECLARATION MADE ON MARCH 1, 2010

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.

2010030400530001002E4A5E

RECORDING AND ENDORSEMENT COVER PAGE **PAGE 1 OF 8**

Document ID: 2010030400530001 Document Date: 03-01-2010 Preparation Date: 03-04-2010
Document Type: SUNDRY MISCELLANEOUS
Document Page Count: 7

PRESENTER:	**RETURN TO:**
FRIEDMAN & GOTBAUM, LLP 568 BROADWAY SUITE 505 NEW YORK, NY 10012 212-925-4545 caristova@frigot.com	EMILY SIMONS, ESQ. 162-06 33RD AVENUE FLUSHING, NY 11358 917-414-1098 emisimons@gmail.com

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	486	28	Entire Lot	57 GREENE STREET

Property Type: COMMERCIAL REAL ESTATE

CROSS REFERENCE DATA

CRFN_____ *or* Document ID_____ *or* _____ Year____ Reel ___ Page____ *or* File Number_____

PARTIES

PARTY 1:
GREENE MERCER HOLDINGS, LLC
C/O AION PARTNERS, 11 EAST 44TH STREET
NEW YORK, NY 10017

FEES AND TAXES

Mortgage			Filing Fee:	
Mortgage Amount:	$	0.00	$	0.00
Taxable Mortgage Amount:	$	0.00	NYC Real Property Transfer Tax:	
Exemption:			$	0.00
TAXES: County (Basic):	$	0.00	NYS Real Estate Transfer Tax:	
City (Additional):	$	0.00	$	0.00
Spec (Additional):	$	0.00		
TASF:	$	0.00		
MTA:	$	0.00		
NYCTA:	$	0.00		
Additional MRT:	$	0.00		
TOTAL:	$	0.00		
Recording Fee:	$	72.00		
Affidavit Fee:	$	0.00		

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK
Recorded/Filed 03-15-2010 15:27
City Register File No.(CRFN):
2010000088499

City Register Official Signature

F

RESTRICTIVE DECLARATION

THIS DECLARATION made as of the 1st day of March 2010 by GREENE MERCER HOLDINGS, LLC, a limited liability company having an office c/o AION Partners, 11 East 44th Street, New York, New York 10017 (the "Declarant'):

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple to certain real property located in the Borough of Manhattan, City and State of New York, which property is designated as Block 486, Lot 28 on the Tax Map of the City of New York and by the street address 57-63 Greene Street, New York, New York and is more particularly described on Schedule A attached hereto (the "Premises"); and

WHEREAS, on May 1, 2008 and July 1, 2009, the Landmarks Preservation Commission approved Certificate of No Effect No. 08-9483 (the "CNE") to allow the alteration of the Premises (the "Landmarks Work") and the establishment of a continuing maintenance plan that will result in the preservation of the Premises (the "Continuing Maintenance Work"); and

WHEREAS, on February 10, 2010 at Calendar No. 4, the City Planning Commission approved Declarant's application (CPC Number 090100ZSM) for the grant of a special permit pursuant to Section 74-711 of the New York City Zoning Resolution of 1961, as amended, to permit the conversion of portions of the second through sixth floors of the Premises to Joint Living Work Quarters for Artists and the ground floor and cellar of the Premises to Use Group 6 Retail Use (the "Special Permit"); and

WHEREAS, in response to certain concerns of the tenants residing in the rent stabilized units at the Premises (the "Tenants"), the Declarant and the Tenants negotiated and agreed upon the following covenants in connection with the work involved in the conversion of the Premises pursuant to the Special Permit (the "Special Permit Work"), the Landmarks Work and the Continuing Maintenance Work, ("collectively, the "Work");

NOW THEREFORE, in consideration of the agreements made between the Declarant and the Tenants with respect to the Premises, the Landmarks Work, the Special Permit Work and the Continuing Maintenance Work, and for other good and valuable consideration, the receipt and sufficiency of which have been conclusively acknowledged, the Declarant hereby covenants and agrees as follows:

1. Declarant agrees that it will commence no action or proceeding to displace any rent stabilized tenant or Remaining Family Members residing as of the date noted above

at the Premises in connection with the conversion of the 13 JLWQA units and the ground floor and cellar to zoning Use Group 6 retail use as permitted by the Special Permit.

2. Declarant agrees that any "Major Capital Improvement" rent increase it may request following the date noted above will not include expenditures related to the Work or any subsequent amendments thereto. Declarant retains its statutory rights to charge for other capital improvements as long as those improvements are completely distinct from the Work.

The Landmarks Work as set forth in the CNE is as follows:

(a) Greene Street (East) Façade: Install new windows on floors 2-6 to match original material, configuration, operation, dimension, details and finish. Repoint deteriorated masonry brick and limestone joints with mortar and tooling to match original pointing mortar. Repair limestone to match original with "DutchMan" patching and restoration mortar. Clean masonry. Replace deteriorated or missing elements of sheetmetal cornice and decorative pediments. Replace missing cast iron elements in kind. Repair and paint cast-iron and sheetmetal based on historic paint analysis.

(b) Greene Street Ground Floor: Repair and restore wood and glass storefronts and infill to match the historic configuration based on physical and photographic evidence. Paint infill based on historic paint analysis.

(c) Sidewalk and Vault: Repair vault structure. Restore granite sidewalk, using salvaged granite where appropriate, and new as required. Repair existing cast iron and glass vault lights at steps. Repair or replace cast iron and glass vault lights at building recesses.

(d) Side (North and South) Facades: Repoint deteriorated masonry joints with mortar and tooling to match original pointing mortar in terms of tooling, detail and material.

(e) Rear (West) Façade: Remove existing wood windows and install new aluminum windows to match original configuration, operation, details and finish in existing window openings. Install new aluminum windows in existing door openings, leaving lintels and sills of original openings in place. Repoint deteriorated masonry joints with mortar and tooling to match original pointing mortar. Repair all stone to match original with "Dutchman" patching and restoration mortar, as appropriate. Clean masonry. Repair and repaint iron shutters and pintles based on historic paint analysis.

(f) Roof: Repairs and restoration as needed.

The Special Permit Work includes the interior work necessary to convert the current space to the additional 13 JLWQA and Use Group 6 retail use on the ground floor and cellar. Such Special Permit Work includes, but is not limited to, the removal and reconstruction of interior non-load bearing partitions, installation of related finish materials, fixtures and fittings, plumbing, mechanical, electrical and new elevator work, the addition of new egress between the cellar and first floor (south stair) and the creation

of the rooftop tenant recreational space. However, the Declarant retains its statutory right to charge for other capital improvements made to the Premises in the future.

3. Declarant represents and agrees that it has no intention whatsoever of demolishing the Premises and further agrees that it will not file an application with the DHCR for permission not to renew the leases of rent-stabilized tenants or Remaining Family Members on the basis of "demolition."

4. Declarant agrees that any rent stabilized tenant who is required by the New York City Department of Buildings to leave his or her JLWQA unit due to an emergency or hazardous condition arising from the Work at the Premises will retain all of his or her rights under the rent stabilization laws, including the right to return to the apartment that he or she currently occupies as soon as the condition is remedied.

5. Declarant agrees to compensate the tenant or tenants of a rent stabilized unit at the Premises (notwithstanding anything else contained herein, for the purposes of this Paragraph 5, the occupants of each currently rent stabilized unit at the Premises shall be collectively considered to be a single tenant and shall be referred to in this Paragraph 5 as the "Tenant") where it has been determined that such unit has been rendered inaccessible or uninhabitable due to an emergency or hazardous condition arising out of and as a direct consequence of the Work (a "Determination"). Requests for a Determination shall be forwarded to the Declarant and a representative selected by the Tenants who shall make a good faith effort to mutually arrive at the Determination on a case by case basis depending on the facts and circumstances of each such situation, including but not limited to those pertaining to each individual Tenant. In the event the Declarant and the Tenants' representative are unable to reach such a Determination, the parties designate Rosalie Genevro as an impartial third party arbitrator, who within 48 hours of notification of an impasse will make the Determination, which shall then be binding on Declarant and the Tenant occupying the affected rent stabilized unit. For each such Determination, the Declarant shall reimburse the Tenant residing in the affected rent stabilized unit at a per diem rate of $300 for each day that the Tenant is unable to inhabit the unit pursuant to the Determination. The total amount of compensation that the Declarant shall be required to pay collectively pursuant to this Paragraph 5 in connection with all such Determinations shall not exceed $50,000 during the duration of all of the Work.

6. During any periods that the Work is underway, Declarant agrees as follows:

a. For any such Work undertaken by a general contractor or under the supervision of a third-party construction manager, Declarant shall establish a telephone number or email address through which the tenants may contact such contractor and/or manager on a 24 hour, 7 day a week basis who Declarant herein represents will have the authority to directly address the tenant's or tenants' concerns, including but not limited to such authority to direct that all construction activity on the Premises be temporarily suspended.

b. For any Work that involves a single trade or where no general contractor is involved, Declarant shall provide the tenants with a telephone number that the tenants can call on a 24 hour, 7 day a week basis. Such number will put the tenants in contact with a service that will immediately relay the concerns or complaint to the Premises' building manager or other employee of Declarant, who Declarant represents will have the authority to directly address the tenant's or tenants' concerns, including but not limited to such authority to direct that all construction activity on the Premises be temporarily suspended.

c. Declarant agrees that prior to the commencement of any Work as defined in this Declaration, it will meet with Tenants to establish a safety plan, schedule regularly planned tenant representative meetings, give Tenants immediate access to the Owner or its representatives empowered to address immediate concerns, update contact information, and review work schedules Declarant further commits to periodic meetings to provide updates of any of the above and to address any further concerns or complaints.

7. All of the grants, restrictions, covenants, obligations, agreements and conditions contained in this Declaration shall run with the Premises and shall bind the Declarant and shall inure to the benefit and be binding upon the Declarant and every party having any right, title, lease or interest in the Premises and the successors, heirs, distributes and assigns of any such party.

8. Notwithstanding anything to the contrary contained herein, any party hereto shall look only to the other party's then estate and interest in the Premises (such interest to include leasehold interests in the Premises) for the satisfaction of its respective remedies, and no other property or assets of the Declarant or its principals, officers, directors, members or partners shall be subject to levy, execution or other enforcement procedure for the satisfaction of the other parties remedies with respect to this Declaration and the Declarant shall have no personal liability under this Declaration.

9. The restrictions, covenants and agreements set forth in this Declaration shall be binding upon the Declarant and any respective successor, heir or assign only for the period when the Declarant or the respective successor is the holder of a fee or leasehold interest in the Premises. At such time as the Declarant or successor has no further fee or leasehold interest in the Premises, Declarant's obligations and liability with respect to this Declaration shall wholly cease and terminate, and Declarant's successor, by acceptance of the conveyance shall be deemed to assume Declarant's obligations and liabilities hereunder.

10. This Declaration shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of this day and year first above written.

GREENE MERCER HOLDINGS, LLC

BY_____

Name: Michael Betancourt
Position: Vice President

State of New York)
)ss.
County of New York)

On the 1st day of March in the year 2010 before me, the undersigned, personally appeared Michael Betancourt 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.

Candice S. Collier
Notary Public

CANDICE S. COLLIER
Notary Public, State of New York
No. 01CO6186349
Qualified in Bronx County
Commission Expires June 9, 2012

SEAL

Title No. 827648

SCHEDULE 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, City, County and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Greene Street distant 99 feet 10 1/4 inches northerly from the corner formed by the intersection of the said westerly side of Greene Street and the northerly side of Broome Street;

RUNNING THENCE westerly a distance of 99 feet 7 1/2 inches to a point distant 100 feet 0 1/4 inches northerly from the northerly side of Broome Street and measured at right angles thereto and 100 feet 5 1/2 inches easterly from the easterly side of Wooster Street and measured at right angles thereto;

THENCE northerly a distance of 100 feet 2 1/2 inches to a point distant 200 feet 2 3/4 inches northerly from the northerly side of Broome Street and measured at right angles thereto and 100 feet easterly from the easterly side of Wooster Street and measured at right angles thereto;

THENCE easterly and along the northerly face of the northerly wall of the five (5) story brick building on described premises, 100 feet 1 1/2 inches to the westerly side of Greene Street;

THENCE southerly along the westerly side of Greene Street, 100 feet 5 1/2 inches to the point or place of **BEGINNING**.

For information only: Said premises are known as 57-63 Greene Street, New York, N.Y. and designated as Section 2 Block 486 Lot 28 on the Tax Map of the City of New York, County of New York.

LETTER FROM AIRTEK ENVIRONMENTAL CORP., DATED NOVEMBER 13, 2014; LETTER FROM VERIZON WIRELESS, DATED NOVEMBER 7, 2014; AND LETTER FROM SITESAFE, INC., DATED OCTOBER 14, 2014

AIRTEK ENVIRONMENTAL CORP.

39 – 37 29th Street, Long Island City, New York, 11101
Phone (718) 937-3720 Fax (718) 937-3721
www.airtekenv.com

November 13, 2014

Mr. Michael Betancourt
Greene Mercer Holdings, LLC
11 East 44th Street, Suite 1000
New York, NY 10017

via email: m.betancourt@aionpartners.com

Re: Environmental Consulting Services: RF Exposure – Verizon Wireless Cellular Equipment
57-63 Greene Street, New York, NY
Airtek Project# 14-0622

Dear Mr. Betancourt:

This Letter Report is in response to a request from Greene Mercer Holdings, LLC (hereinafter referred to as the "Client") for environmental consulting services (the "Project") from Airtek Environmental Corp. (the "Consultant") at 57-63 Greene Street, New York, NY (the "Site"). The Client requested a review of the potential for Radio Frequency ("RF") exposure from cellular telephone equipment at the Site.

BACKGROUND:

As a part of the ongoing renovations to the Site, a public space on the roof of the Site is to be created. The Client requested that Airtek conduct an inspection of the Site and the cellular installations, and review documentation provided by the cellular telephone equipment operator, Verizon Wireless (VW).

HEALTH EFFECTS:

Detailed information on the potential health impact of exposure to RF can be found on the website of the Federal Communications Commission at:

http://www.fcc.gov/encyclopedia/radio-frequency-safety

REVIEW CONCLUSIONS:

Airtek contacted VW representatives to request file data on the operation of this Site. Ms. Theresa Garcia of VW arranged a site walkthrough of the Site with representatives of VW's RF Group, Airtek, the Building Owner's General Contractor and the Building Owner.

Resulting from this effort, VW provided a compliance report prepared by VW's sub-consultant Sitesafe, Inc., dated October 14, 2014. The Sitesafe, Inc. compliance report states that the site was inspected for compliance, that the site meets signage and access requirements based on predictive engineered calculations, and that real-time RF testing results conducted were well within limits recognized by the Federal Communications Commission.

Two areas of the roof do exceed the MPE limits based on the engineered calculations. These areas can be viewed in the illustration accompanying the Verizon Wireless letter of November 7, 2014, and are as follows:

1. Northwest corner of roof behind VW equipment
2. South roof edge behind bulkhead

According to the floor plans for both public and private recreational space on the roof (attached), both of the areas exceeding the MPE will be made inaccessible to the public by fencing, and according to VW's consultant, an RF hazard prevention plan is unnecessary due to the inaccessibility of these areas to public.

No location within the planned public space is predicted to exceed 5% of the FCC public exposure standard.

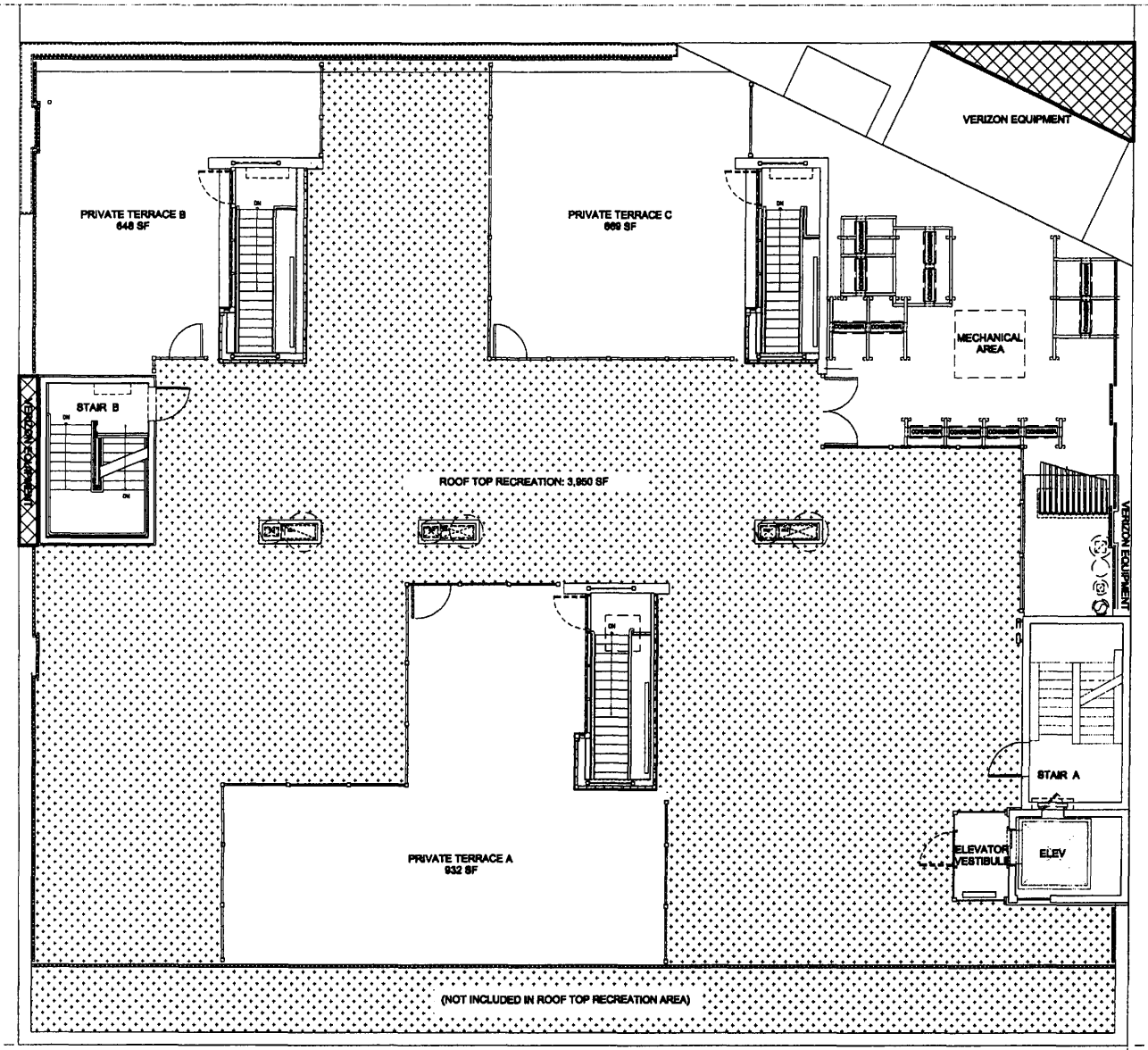
RECOMMENDATIONS:

1. That the Client rely on the information provided by Verizon Wireless.
2. That the Client ensure that there continues to be no public access to the two roof areas that exceed the MPE limits. (See referenced VW Letter)
3. Provide access to VW to allow for continued compliance with FCC regulations and safety protocols, proper maintenance of equipment, and continued maintenance of required signage.

Thank you for giving Airtek the opportunity to be of service to Greene Mercer Holdings, LLC. Airtek consents to inclusion of this document in the offering plan for 57-63 Greene Street Condominium.

Very truly yours,

Benn Lewis
Vice President



1 ROOF PLAN

AREA EXCEEDS THE MPE LIMITS BASED ON ENGINEERED CALCULATIONS

57-63 GREENE ST
NEW YORK, NY

AIRTEK ENVIRONMENTAL CORP.
25-47 20th STREET
LONG ISLAND CITY, NY 11101
TEL: 718.937.1720
FAX: 718.937.1725

NO.	DATE	ISSUE

DRAWING TITLE:

RF EXCEEDANCE ROOF PLAN

JOB NO.: 14-0622

SCALE: 1/8"=1'-0"

DATE: 12/08/2014

H201.00

verizonwireless

11/7/2014
To: Sean Belfi
Transmitted via email to s.belfi@aionpartners.com
RE: Verizon Wireless Canal and Church Site Located at: 63 Greene Street, New York, NY 10012

To Whom It May Concern,

We write to inform you that Verizon Wireless has caused Sitesafe, an independent radio frequency consulting firm, to prepare a radio frequency (RF) compliance evaluation for the above-noted site and based on the result of the evaluation; the site is compliant with FCC Guidelines.

The FCC has established safety guidelines relating to potential RF exposure from cell sites. The FCC developed the standards, known as Maximum Permissible Exposure (MPE) limits, in consultation with numerous other federal agencies, including the Environmental Protection Agency, the Food and Drug Administration, and the Occupational Safety and Health Administration. The FCC provides information about the safety of radio frequency (RF) emissions from cell towers on its website at: http://www.fcc.gov/oet/rfsafety/rf-faqs.html. Based on Sitesafe's documented modeling and/or measurements, Verizon Wireless is not predicted to exceed FCC MPE limits in accessible areas.

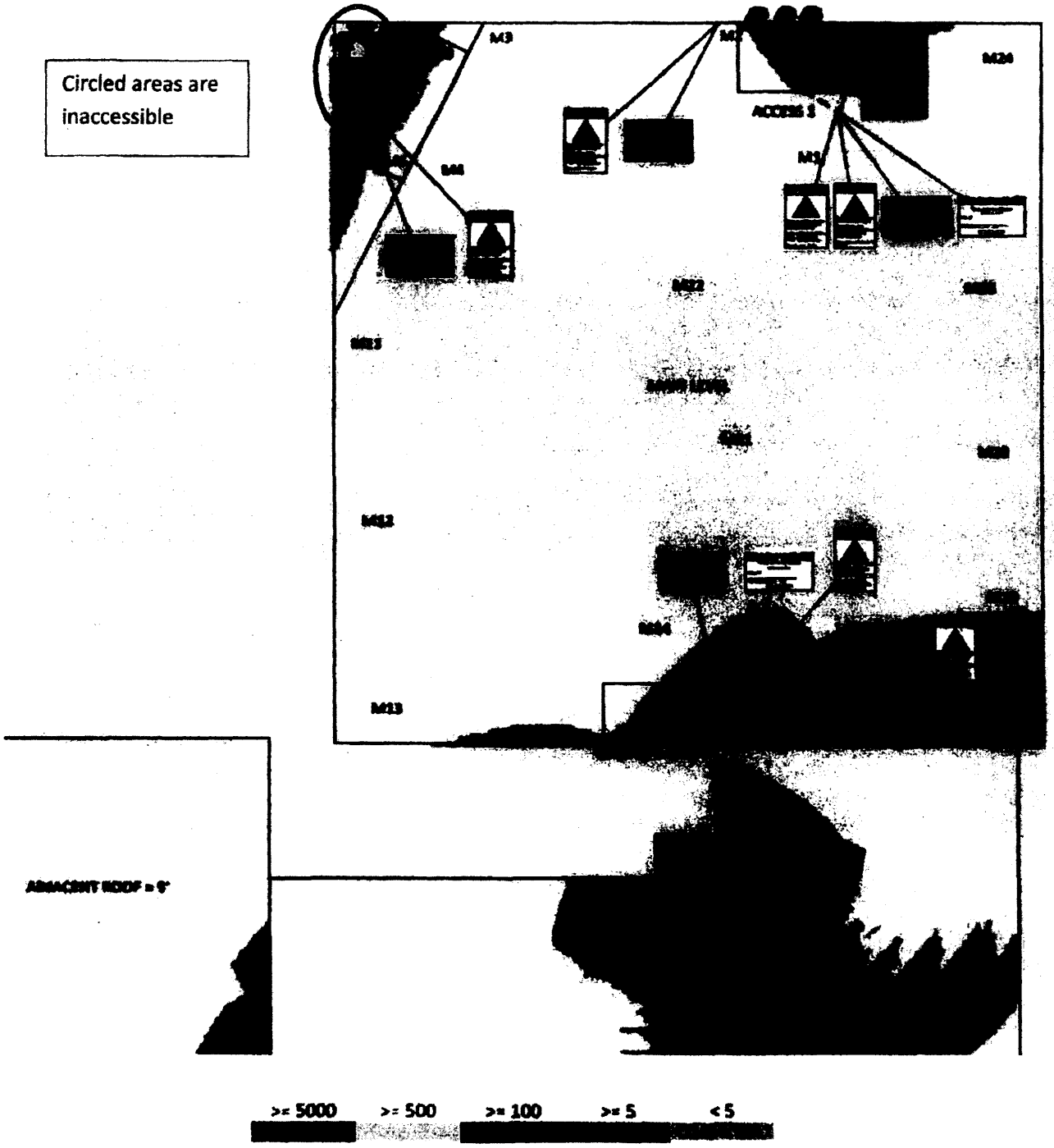
Please refer to the FCC Office of Engineering and Technology Bulletin 65, Bulletin 56, and the attached letter from Sitesafe for information on RF exposure guidelines, RF safety, MPE levels at the site. All policy-related questions should be addressed to VZWRFCompliance@verizonwireless.com.

Your local Verizon Wireless personnel (contact information below) should be contacted **at least 24 hours in advance** should access be required to those inaccessible areas circled on the attached diagram. This will help ensure compliance with FCC guidelines and that the Verizon Wireless equipment will not be damaged or otherwise impacted by such access. With notification, Verizon Wireless is able to evaluate appropriate actions needed relating to its equipment and proximity of the access location.

Contact Name	Contact Email	Contact Phone
Teresa Garcia	Teresa.garcia1@verizonwireless.com	(914) 714-7207

In the event that emergency maintenance must be performed on the facility and the above-noted contact is not available, please call the Verizon Wireless Network Operations Center at **800-264-6620** for assistance.

Sincerely,
Reggie Valmores
Manager-RF System Design
Verizon Wireless



Note: Field Measurement points labeled M1-M24 are all compliant with FCC MPE limits.

sitesafe
rf compliance experts

200 North Glebe Road, Suite 1000
Arlington, VA 22203-3728

October 14, 2014

NY-Canal and Church
New York SMSA Limited Partnership d/b/a Verizon Wireless ("Verizon Wireless")
63 Greene Street, New York, NY ("Property")

As noted in the RF Safety Report ("Report"), dated October 14, 2014, Verizon Wireless' site is in compliance with applicable FCC rules and regulations based upon our conservative calculations.[1] In addition, the site is proposed to be modified. As indicated in the Report, based upon the same conservative calculations, the modified site will also be in compliance with applicable FCC rules and regulations.

The Report confirms that Verizon Wireless' site in all accessible areas of the roof is in compliance with all applicable FCC MPE limits. The Report notes two small rooftop areas regarding Verizon Wireless' site which exceed the FCC MPE limits, but such areas are inaccessible to the public.[2] Therefore, Verizon Wireless' site is in compliance with applicable FCC rules and regulations. Additionally, as noted in the Report, all notification signs required by the FCC are posted in accordance with FCC guidelines.

David C. Cotton, Jr., Professional Engineer [NY 086838]
Director Radio Frequency

[1] Actual measurements are anticipated to be less than what is noted in the Report.
[2] These inaccessible areas are: (i) on the outside edge of a small part of the southern portion of the building; and (ii) behind Verizon Wireless' equipment/antenna platform. The edge of the roof and the equipment/antenna platform are barriers, rendering those areas inaccessible.

SAMPLE AFFIDAVITS OF BONA FIDE TENANT PURCHASER AND BONA FIDE NON-TENANT PURCHASER FOR PURPOSES OF DECLARING THE OFFERING PLAN EFFECTIVE

Affidavit of Bona Fide Tenant Purchaser
For Purposes of Declaring Offering Plan Effective

[insert name of tenant purchaser(s)]
[insert address of Condominium or Cooperative project name and property address]
File No. [insert NYAG File Number]
Unit No. [insert unit number(s)]
Purchase Price: [insert purchase price]
Down Payment: [insert down payment]

STATE OF NEW YORK _____)
: SS.:

COUNTY OF _____)

I/We, a purchaser[s] under the offering plan for the above-referenced [condominium/cooperative] hereby affirm, under the penalty of perjury, the following information:

1. I/We [am/are] [a] bona fide purchaser[s] as defined by the New York General Business Law § 352-eeee (the "Martin Act") because I/we am/are: [a] tenant[s] in occupancy at the above-referenced property;

2. I/we represent that I/we am/are not purchasing the unit as an accommodation to, or for the account or benefit of the sponsor or principals of sponsor;

3. I/we have duly executed a purchase agreement and have paid the down payment as required in the plan and any amendment thereto;

4. The purchase agreement I/we have executed for the above-referenced unit does not contain any right of rescission that has not yet expired or been waived;

5. The purchase agreement I/we have executed for the above-referenced unit does not permit the assignment or transfer of the rights afforded therein; [*If a tenant in occupancy has assigned the purchase agreement, include the following, and distinguish between an assignment that is for purposes of transferring the rights to an ownership entity such as an LLC or trust on behalf of the purchaser, if applicable*:

    a. The purchase agreement has been signed by purchaser as a bona fide tenant in occupancy in the above-referenced property; and

b. The assignment was not procured by the sponsor, selling agent, or the managing agent of the property, and I/we represent that [I/we or a specified member of his or her immediate family will personally occupy the dwelling unit; and
c. I/we have obtained an assignee affidavit.]

6. I/We signed the purchase agreement for the above-referenced unit in good faith, without fraud and with no discriminatory repurchase agreements or other discriminatory inducements;

7. I/we am/are not the sponsor, selling agent, or a principal of the sponsor, the selling agent or the managing agent nor am/are I/we related to the sponsor, selling agent or the managing agent or any principal of the sponsor, the selling agent or the managing agent by blood, marriage or adoption, or as a business associate, an employee, a shareholder or a limited partner, or member thereof.

8. [*for plans that have not been updated prior to the date of the effectiveness amendment*] I/we have been provided with a copy of the Department of Law memorandum entitled "Requirements for Effectiveness Amendments for Occupied Conversion Plans Under GBL § 352-eeee" and understand that I/we am/are providing this affidavit for purposes of declaring the plan effective.

_____
[Tenant Purchaser]

Sworn to before me this _____

day of _____, 20_____

_____
NOTARY PUBLIC

Affidavit of Bona Fide Non-Tenant Purchaser
For Purposes of Declaring Offering Plan Effective

[insert name of non-tenant purchaser(s)]
[insert address of Condominium or Cooperative project name and property address]
File No. [insert NYAG File Number]
Unit No. [insert unit number(s)]
Purchase Price: [insert purchase price]
Down Payment: [insert down payment]

STATE OF NEW YORK _____)
: SS.:

COUNTY OF _____)

I/We, a purchaser[s] under the offering plan for the above-referenced [condominium/cooperative] hereby affirm, under the penalty of perjury, the following information:

1. I/We [am/are] [a] bona fide purchaser[s] as defined by the New York General Business Law § 352-eeee (the "Martin Act") because I/we am/are [a] purchaser[s] who intends that I/we or one or more members of my immediate family members intends to occupy the unit when it becomes vacant;

2. I/we represent that I/we are not purchasing the unit as an accommodation to, or for the account or benefit of the sponsor or principals of sponsor;

3. I/we have duly executed a purchase agreement and have paid the down payment as required in the plan and any amendment thereto;

4. The purchase agreement I/we have executed for the above-referenced unit does not contain any right of rescission that has not yet expired or been waived;

5. The purchase agreement I/we have executed for the above-referenced unit does not permit the assignment or transfer of the rights afforded therein, [*unless the assignment is for purposes of transferring the rights to an ownership entity such as an LLC or trust on behalf of the purchaser. In such cases, state so*];

6. I/We signed the purchase agreement for the above-referenced unit in good faith, without fraud and with no discriminatory repurchase agreements or other discriminatory inducements;

7. I/we am/are not the sponsor, selling agent, or a principal of the sponsor, the selling agent or the managing agent nor am/are I/we related to the sponsor, selling agent or the managing agent or any principal of the sponsor, the selling agent or the managing agent by blood, marriage or adoption, or as a business associate, an employee, a shareholder or a limited partner, or member thereof.

8. [*for plans that have not been updated prior to the date of submission of the effectiveness amendment*] I/we have been provided with a copy of the Department of Law memorandum entitled "Requirements for Effectiveness Amendments for Occupied Conversion Plans Under GBL § 352-eeee" and understand that I/we am/are providing this affidavit for purposes of declaring the plan effective.

_____
[Non-Tenant Purchaser or
Authorized Signatory]

Sworn to before me this _____

day of _____, 20_____

_____
NOTARY PUBLIC

MAINTENANCE INSTRUCTIONS FOR ENGINEERED WOOD FLOORING IN RENOVATED LOFT UNITS

...Some product information

Hardwax-Oil

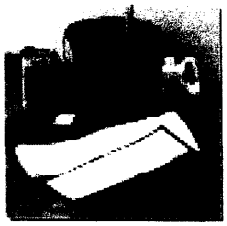
Osmo Hardwax-Oil is an ideal finish for surfaces that are in frequent use. It is particularly suitable for wooden and cork floors, OSB boards and for furniture that endures a lot of wear and tear.
Osmo Hardwax-Oil is hardwearing and extremely durable. It is also water-repellent and resistant to common household substances. Wood treated with Hardwax-Oil also retains its natural appearance and feel.

Special finish for floors

- for interior use – **satin-matt** – 2 coats
- for all wooden, cork and OSB floors (also for furniture, walls and ceilings)
- hardwearing and extremely durable
- water-repellent and dirt-resistant
- easy maintenance (can be damp mopped)

Wood maintenance

Finding the right wood maintenance product need not be a problem. Whether it's first-time maintenance, removing stubborn stains or periodic freshening and upkeep of oiled and waxed wooden/cork floors, Osmo has the answer.



Wash and Care
Cleaning and maintenance concentrate for floors

- simply add to water
- cleans and freshens floors
- gentle on the skin
- solvent free
- biodegradable

Liquid Wax Cleaner/Spray

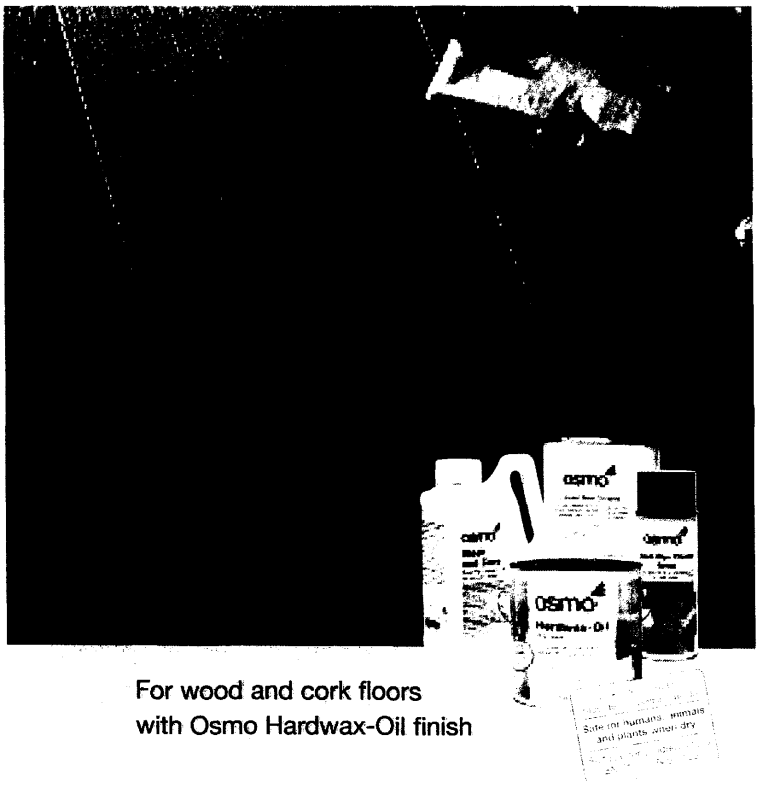
- for cleaning and maintaining oiled and waxed wooden/cork floors and furniture
- satin-matt – polishable
- both cleans and regenerates
- water-repellent
- almost odourless, benzene free

Osmo Holz und Color GmbH & Co. KG
Affhüppen Esch 12, D-48231 Warendorf · P.O. BOX 110161, D-48203 Warendorf
phone +49 (0)25 81 - 922 - 100, fax +49 (0)25 81 - 922 - 2 00 · www.osmo.de, info@osmo.de

0306b GB

osmo®

...Maintenance instructions



For wood and cork floors
with Osmo Hardwax-Oil finish

Wood and cork floors with Osmo Hardwax-Oil finish are easy to clean, easy to maintain and easy to renovate.

Cleaning after installation

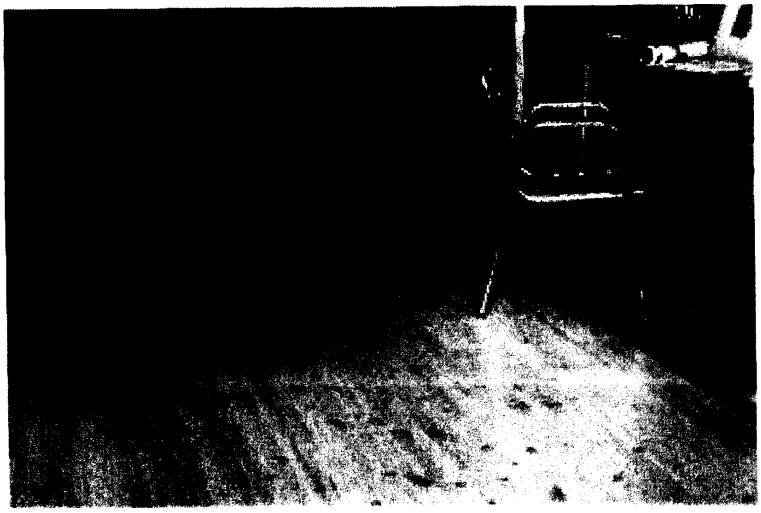
Floors treated with Osmo Hardwax-Oil are delivered ready for use. After installation, remove all loose dust or dirt with a broom or vacuum cleaner. If the floor is very dirty, it can be wiped/mopped clean with a damp (not wet) cloth, using Osmo Wash and Care in the water.
Then apply a thin layer of Osmo Liquid Wax Cleaner to the dry, clean floor and polish it after drying with a low-speed one-disc machine (RPM < 500) equipped with a white pad.
For smaller surfaces an absorbent, soft cloth will be sufficient.
If the correct quantities are used, one tin of Osmo Liquid Wax Cleaner will cover at leaast 100 m^2 = 2 teaspoonfulls for approx. 1 m^2.

Normal cleaning and maintenance in private households

For normal cleaning purposes a mop, broom or vacuum cleaner is sufficient. If the floor is very dirty, it can be wiped/mopped clean with water (damp, not wet) containing Osmo Wash and Care. The floor should then be dried immediately with a dry cloth in order to avoid wetness penetrating into the joints.
Remove tough stains with Osmo Liquid Wax Cleaner (use an Osmo Polishing Pad, or for oak floors a Scotchpad) and polish the floor.
From time to time the floor should be maintained with Osmo Liquid Wax Cleaner, particularly the most-used and most frequently cleaned areas (apply a thin layer, let it dry and then polish it).
If floor renovation is necessary, treat the cleaned surface with Osmo Hardwax-Oil.
One application is sufficient under normal circumstances.
Partial floor renovation is also possible.

In public buildings (offices, shops, schools, restaurants)

Wipe/mop the floor daily, or as frequently as you require, with a damp (not wet) cloth. Please use Osmo Wash and Care in the water to avoid lime deposits forming from the water.
The floor should then be dried immediately with a dry cloth in order to avoid wetness penetrating into the joints.
Depending on the level of floor traffic, the floor should undergo full maintenance up to 4 times a year, or as frequently as you require, using Osmo Liquid Wax Cleaner.
Apply a thin layer with a low-speed one-disc machine (RPM < 500) using a beige pad.
Leave to dry for about 2 hours. When dry the floor may be polished with a low-speed one-disc machine (RPM < 500) using a white pad.
Approx. once a year, or as frequently as you require, Osmo Hardwax-Oil should be used after the initial treatment.
Partial floor renovation is also possible.
In order to avoid scratches, felt pads should be used under all furniture, especially chairs and armchairs. A standard protective mat should be used under office chairs with wheels.
Please do not use any household detergents containing abrasive substances. Put a floor mat of sufficient size (at least 80 x 100 cm) in the entrance area.



Instructions for coloured Hardwax-Oil surfaces

To prevent pigment deterioration and changes in the colour shades of coloured surfaces, use Osmo Hardwax-Oil and Liquid Wax Cleaner regularly on these surfaces.
If the pigments remain undamaged, it should be easy to renovate the floor using Osmo Hardwax-Oil 3062 after thoroughly cleaning the floor area.
If the pigments have already deteriorated, we recommend that you partially sand the surface (final sanding similar to the original sanding of the surrounding).

- White: first apply 1 coat of Osmo Wood Wax Finish Opaque White 3112 very thinly and wipe off with a cloth to achieve the same colour shade as the rest of the surface.
  Then apply 2 coats of Osmo Hardwax-Oil 3062 with a cloth or brush. Leave to dry for about 12 hours after each application.
- Dark colours: apply 1 coat of Osmo Wood Wax Finish Transparent in the corresponding colour shade very thinly and wipe off with a cloth to achieve the same colour shade as the rest of the surface.
  Finally apply 2 coats of Osmo Hardwax-Oil 3062.
  Leave to dry for about 12 hours after each application.

Special skills are required to partially repair transparent stained floors without leaving any repair marks. It is important to overlap the new coat and the old in order to blend in the pigments and obtain a satisfying result.
Where the floor is badly worn, we recommend sanding the whole floor area rather than attempting a partial renovation.

SECTION 28-104.8.4 OF THE NEW YORK CITY BUILDING CODE

§28-104.8.4 Tenant protection plan. Construction documents for alterations of buildings in which any dwelling unit will be occupied during construction shall include a tenant protection plan. Such plan shall contain a statement that the building contains dwelling units that will be occupied during construction and shall indicate in sufficient detail the specific units that are or may be occupied during construction, the means and methods to be employed to safeguard the safety and health of the occupants, including, where applicable, details such as temporary fire-rated assemblies, opening protectives, or dust containment procedures. The elements of the tenant protection plan may vary depending on the nature and scope of the work but at a minimum shall make detailed and specific provisions for:

1. **Egress.** At all times in the course of construction provision shall be made for adequate egress as required by this code and the tenant protection plan shall identify the egress that will be provided. Required egress shall not be obstructed at any time except where approved by the commissioner.
2. **Fire safety.** All necessary laws and controls, including those with respect to occupied dwellings, as well as additional safety measures necessitated by the construction shall be strictly observed.
3. **Health requirements.** Specification of methods to be used for control of dust, disposal of construction debris, pest control and maintenance of sanitary facilities, and limitation of noise to acceptable levels shall be included.

   3.1. There shall be included a statement of compliance with applicable provisions of law relating to lead and asbestos.
4. **Compliance with housing standards.** The requirements of the New York city housing maintenance code, and, where applicable, the New York state multiple dwelling law shall be strictly observed.
5. **Structural safety.** No structural work shall be done that may endanger the occupants.
6. **Noise restrictions.** Where hours of the day or the days of the week in which construction work may be undertaken are limited pursuant to the New York city noise control code, such limitations shall be stated.

TENANT PROTECTION PLAN

63 Greene Street, New York, NY 10012 - NOTES

TENANT PROTECTION PLAN:

1. **GENERAL:** ALL WORK TO BE COMPLETED IN ACCORDANCE WITH THE NEW YORK CITY BUILDING CODE, ARTICLE 19, AND REGULATIONS OF ALL OTHER AGENCIES HAVING JURISDICTION.

2. **MEANS OF EGRESS:** ALL EXISTING MEANS OF EGRESS FOR TENANTS OF THE BUILDING TO BE MAINTAINED CLEAR AND FREE OF ALL OBSTRUCTIONS, SUCH AS BUILDING MATERIALS, TOOLS, ETC.

3. **FIRE SAFETY:**

3.1. ALL BUILDING MATERIALS WHICH ARE STORED AT THE SITE OR ANY AREA OF THE BUILDING ARE TO BE STORED IN A LOCKED AREA. ACCESS TO THE AREA TO BE CONTROLLED BY THE OWNER, OR THE GENERAL CONTRACTOR.

3.2. ALL MATERIALS TO BE STORED IN A ORDERLY FASHION.

3.3. ALL FLAMMABLE MATERIALS TO BE KEPT TIGHTLY SEALED IN THEIR RESPECTIVE MANUFACTURERS' CONTAINERS. SUCH MATERIALS ARE TO BE KEPT AWAY FROM HEAT.

3.4. ALL FLAMMABLE MATERIALS TO BE USED AND STORED IN AN ADEQUATELY VENTILATED SPACE.

3.5. ALL ELECTRICAL POWER TO BE SHUT OFF WHERE THERE ARE EXPOSED CONDUITS.

3.6. ALL ELECTRICAL POWER IN THE CONSTRUCTION AREA TO BE SHUT OFF AFTER WORKING HOURS.

3.7. CONTRACTOR, AT ALL TIMES, TO ENSURE THERE IS NO NATURAL GAS LEAKAGE IN THE BUILDINGS,OR ANY FLAMMABLE GAS TO BE USED DURING CONSTRUCTION.

4. **DUST CONTROL:**

4.1. DEBRIS, DIRT AND DUST TO BE KEPT TO A MINIMUM AND CONFINED TO THE IMMEDIATE CONSTRUCTION AREA.

4.2. CONTRACTOR TO ISOLATE CONSTRUCTION AREA FROM OCCUPIED BUILDING AREA BY MEANS OF TEMPORARY PARTITIONS OR HEAVY WEIGHT DROP CLOTHS.

4.3. DEBRIS, DIRT, AND DUST TO BE CLEANED UP AND CLEARED FROM THE BUILDING SITE PERIODICALLY TO AVOID EXCESSIVE ACCUMULATION.

5. **NOISE AFTER HOURS:**

5.1. CONSTRUCTION OPERATIONS WILL BE CONFINED TO NORMAL WORKING HOURS: 8:30 AM TO 4:30 PM, MONDAY TO FRIDAY, EXCEPT LEGAL HOLIDAYS.

5.2. CONTRACTOR MUST OBTAIN WRITTEN PERMISSION FROM ALL AFFECTED PARTIES TO WORK OTHER THAN REGULAR HOURS.

5.3. CONSTRUCTION OPERATIONS WILL NOT INVOLVE INTERRUPTION OF HEATING, WATER, OR ELECTRICAL SERVICES TO OTHER TENANTS.

5.4. CONSTRUCTION WORK WILL BE CONFINED TO THE APARTMENT INTERIOR, AND WILL NOT CREATE DUST, DIRT, OR OTHER SUCH INCONVENIENCES TO THE OTHER APARTMENT UNITS WITHIN THE BUILDING.

5.5. THERE WILL BE NO ONE OCCUPYING THE PREMISES TO BE RENOVATED DURING THE COURSE OF CONSTRUCTION WORK.

Construction Contact:

Frank Bosque
Field Superintendent
fbosque@dhallerinc.com

D. Haller, Inc.
555 Eighth Avenue, Suite 1603
New York, NY 10018
Office: 212-868-6961
Cell: 516-428-1025

MULTIPLE DWELLING LAW ARTICLE 7-B

WestlawNext

ARTICLE 7–B—JOINT LIVING–WORK QUARTERS FOR ARTISTS, OR GENERAL RESIDENTIAL OCCUPANCY OF LOFT, COMMERCIAL OR MANUFACTURING BUILDINGS

☐ Select all items No items selected

Article 7-B. Joint Living-Work Quarters for Artists, or General Residential Occupancy of Loft, Commercial or Manufacturing Buildings (Refs & Annos)

☐ § 275. Legislative findings

It is hereby declared and found that in cities with a population in excess of one million, large numbers of loft, manufacturing, commercial, institutional, public and community facility buildings have lost, and continue to lose, their tenants to more modern premises; and that the untenanted portions of such buildings constitute a potential housing stock within such cities which is capable, when appropriately altered, of accommodating general residential use, thereby contributing to an alleviation of the housing shortage most severely affecting moderate and middle income families, and of accommodating joint living-work quarters for artists by making readily available space which is physically and economically suitable for use by persons regularly engaged in the arts.

There is a public purpose to be served by making accommodations readily available for joint living-work quarters for artists for the following reasons: persons regularly engaged in the arts require larger amounts of space for the pursuit of their artistic endeavors and for the storage of the materials therefor and of the products thereof than are regularly to be found in dwellings subject to this article; that the financial remunerations to be obtained from pursuit of a career in the arts are generally small; that as a result of such limited financial remuneration persons regularly engaged in the arts generally find it financially impossible to maintain quarters for the pursuit of their artistic endeavors separate and apart from their places of residence; that the cultural life of cities of more than one million persons within this state and of the state as a whole is enhanced by the residence in such cities of large numbers of persons regularly engaged in the arts; that the high cost of land within such cities makes it particularly difficult for persons regularly engaged in the arts to obtain the use of the amounts of space required for their work as aforesaid; and that the residential use of the space is secondary or accessory to the primary use as a place of work.

It is further declared that the legislation governing the alteration of such buildings to accommodate general residential use must of necessity be more restrictive than statutes heretofore in effect, which affected only joint living-work quarters for artists.

It is the intention of this legislation to promulgate statewide minimum standards for all alterations of non-residential buildings to residential use, but the legislature is cognizant that the use of such buildings for residential purposes must be consistent with local zoning ordinances. The legislature further recognizes that it is the role of localities to adopt regulations which will define in further detail the manner in which alterations should be carried out where building types and conditions are peculiar to their local environment.

☐ § 276. Definition of an artist

As used in this article, the word "artist" means a person who is regularly engaged in the fine arts, such as painting and sculpture or in the performing or creative arts, including choreography and filmmaking, or in the composition of music on a professional basis, and is so certified by the city department of cultural affairs and/or state council on the arts.

☐ § 277. Occupancy permitted

Any building in any city of more than one million persons which at any time prior to January first, nineteen hundred seventy-seven was occupied for loft, commercial, institutional, public, community facility or manufacturing purposes, may, notwithstanding any other article of this chapter, or any provision of law covering the same subject matter (except as otherwise required by the local zoning law or resolution), be occupied in whole or in part for joint living-work quarters for artists or general residential purposes if such occupancy is in compliance with this article. Such occupancy shall be permitted only if the following conditions are met and complied with.

1. (a) The exterior walls of the building shall be non-combustible and have a fire-resistive rating of at least three hours unless the exterior wall or walls, measured on a horizontal plane perpendicular to said exterior wall or walls, is a minimum of thirty feet distant in a direct unobstructed line from another structure, except that a wet pipe sprinkler system, with maximum sprinkler spacing of four feet, must be provided along such wall or walls to protect exposed, unrated columns or beams at the interior of the wall in non-fireproof buildings.

(b) Window openings in exterior walls shall conform with the limitations of table 3-4 chapter twenty-six of the administrative code of the city of New York, unless such windows are fire protected and provided with either a minimum of one sprinkler head per window or window automatic closing devices, acceptable to the department of buildings.

2. The building (a) is of fireproof construction, as provided in section one hundred one of this chapter, or is of class two construction, as provided by the requirements of the building code and regulations of the city of New York in effect prior to December sixth, nineteen hundred sixty-eight; or

(b) if non-fireproof, does not exceed a height of six stories, and eighty-five feet measured to the ceiling of the highest floor in a depth of one hundred feet; or does not exceed a height of seven stories, and eighty-five feet and a depth of one hundred feet and is wet sprinklered throughout; and has a maximum floor area between the two hour rated partitions constructed in accordance with section C26-504.2 of the administrative code of the city of New York of:

(i) three thousand square feet; or

(ii) five thousand square feet if the building is six stories or less in height and is fully wet sprinklered; or

(iii) five thousand square feet if the building is seven stories in height and is fully wet sprinklered and has a stand pipe system; or

(iv) ten thousand square feet if the building is fully wet sprinklered and has one hour rated ceilings.

(c) complies with the requirements of table 3-4 chapter twenty-six of the administrative code of the city of New York for J-2 occupancy.

3. Any part of the building may be occupied for manufacturing and commercial purposes (as permitted by local zoning law or resolution), provided, however, that only the second story and below may be occupied for uses listed as medium fire hazard in rules of the board of standards and appeals implementing the labor law unless the entire building is wet sprinklered; in addition, high fire hazard occupancies shall not be permitted in any portion of the building.

4. All areas occupied for manufacturing or commercial purposes shall be protected by an approved wet-pipe automatic sprinkler system. Such wet-pipe automatic sprinkler system shall extend to and include public hallways and stairways coincidentally serving residential occupancies.

5. All occupancies or tenancies shall be separated by a vertical fire separation, extending to the underside of the floor above and having a minimum fire-resistance rating of at least one hour and conform in all respects with applicable zoning regulations. No separation shall be required between the working and living portions of a joint living-work quarters for artists.

6. The building (a) complies with all requirements imposed on old-law tenements by sections two hundred twelve and two hundred sixteen of this chapter and on converted dwellings by sections one hundred eighty-five, one hundred eighty-six, one hundred eighty-eight, one hundred eighty-nine, one hundred ninety, one hundred ninety-one and one hundred ninety-four of this chapter, in addition to those provided in section two hundred seventy-eight of this article and (b) complies with the standards of lighting, ventilation, size of rooms, alcoves and balconies contained in section C26-1205.0 through and including sections C26-1205.5 and C26-1205.7 of the administrative code of the city of New York, except as otherwise provided in paragraph (d) of subdivision seven of this section.

7. Minimum light and air standards for joint living-work quarters for artists or general residential portions of lofts or manufacturing and commercial buildings altered to residential use shall comply with the following:

(a) Portions of such buildings which are occupied exclusively as joint living-work quarters for artists as permitted by local law shall comply with the following:

(i) The minimum size of a joint living-work quarters for artists shall be twelve hundred square feet of interior space, except as otherwise authorized by the zoning resolution of the city of New York, for units occupied for residential purposes on or before January first, nineteen hundred eighty-five.

(ii) Joint living-work quarters for artists shall conform to the standards for light and ventilation of sections C26-1205.0 through and including section C26-1205.7 of the administrative code of the city of New York.

(b) Portions of such buildings which are occupied exclusively as residential units as permitted by local law shall comply with the following:

(i) Every dwelling unit shall have one or more windows:

A. which open onto a street, a court with a dimension of fifteen feet perpendicular to the windows and one hundred square feet minimum area above a setback or a thirty foot rear yard; or

B. for corner lots or lots within one hundred feet of a corner, where the minimum horizontal distance between such windows opening onto a rear yard and the rear lot line is at least twenty feet; or

C. for interior lots, where the minimum horizontal distance between such windows opening onto a rear yard and any wall opposite such windows on the same or another zoning lot is at least twenty feet and not less than a distance equal to one-third of the total height of such wall above the sill height of such windows; but need not exceed forty feet; or

D. for interior lots where the minimum horizontal distance between such windows opening onto a rear yard and any wall opposite such windows on the same or another zoning lot is at least fifteen feet and the minimum size of such dwelling unit is twelve hundred square feet; or

E. in no event shall the distance between such windows and the rear lot line be less than five feet; and

F. yards and courts may be existing or may be new in buildings seven stories or less in height.

(ii) The minimum required ratio of window area opening onto a street, rear yard, or court to the floor area of every living room shall:

A. be ten percent where the floor area of such living room is less than five hundred square feet; or

B. decrease, by one percent for every one hundred square feet greater than five hundred square feet of floor area of such living room, to a minimum of five percent; and

C. in no event shall the distance between such window area and the rear lot line be less than five feet; and

D. at least fifty percent of the required window area shall be openable.

(c) Ventilation of spaces other than living rooms, including enclosed work spaces for joint living-work quarters for artists shall be either in accordance with this section or in accordance with the administrative code of the city of New York.

(d) No building converted pursuant to this article shall be enlarged, except where the underlying zoning district permits residential use. Such an enlargement shall be in conformance with the bulk regulations for conforming residential use for new construction and shall be in conformance with the provisions of section twenty-six of this chapter. No interior floor area enlargement shall be permitted except that a mezzanine with a minimum headroom of seven feet shall be allowed within individual dwelling units, provided that the gross floor area of such mezzanine does not exceed one-third of the floor area contained within such dwelling unit. No mezzanine shall be included as floor area for the purpose of calculating the minimum required size of a living room or a dwelling unit or for calculating floor area devoted to dwellings. For the purpose of this article a mezzanine may be constructed above the level of the roof of a building as long as the aggregate area of roof structures does not exceed one-third of the total roof area and the roof structures conform with applicable building code requirements.

(e) The kitchen located within dwelling units and having a floor area of eighty square feet or more shall have natural ventilation as prescribed in sections 27-749 and 27-750 of chapter twenty-seven of the administrative code of the city of New York. Open kitchens shall be considered as part of the adjacent space where forty percent of the area of the separation between the spaces is open and without doors. If the floor area of the combined space exceeds seven hundred fifty square feet, a separate bedroom shall not be required. When the floor area is less than eighty square feet the kitchenette shall be ventilated by either of the following:

(i) Natural means complying with sections 27-749 and 27-750 of chapter twenty-seven of the administrative code of the city of New York and further that the windows shall have a minimum width of twelve inches, a minimum area of three square feet, or ten percent of the floor area of the space, whichever is greater and be so constructed that at least one-half of their required area may be opened. When the space is located at the top story, the window or windows may be replaced with a skylight whose minimum width shall be twelve inches, whose minimum area shall be four square feet or one-eighth of the floor area of the space, whichever is greater and which shall have ventilation openings of at least one-half of the required area of the skylight.

(ii) Mechanical means exhausting at least two cubic feet per minute of air per square foot of floor area. Where doors are to be used to separate the space, the lower portion of each door shall have a metal grill containing at least forty-eight square inches of clean openings or in lieu of such grill, two clear opening spaces may be provided, each of at least twenty-four square inches, one between the bottom of each door and the floor and the other between the top of each door and the head jamb.

(f) When bathrooms and toilet rooms are ventilated by natural means, the natural ventilation sources shall comply with sub-article 1205.0 of chapter twenty-six of the administrative code of the city of New York and shall have an unobstructed free area of at least five percent of the floor area. In no case shall the net free area of the ventilation sources be less than one and one-half square feet. When bathrooms and toilet rooms are vented by mechanical means, individual vent shafts or ducts constructed of non-combustible materials with a minimum cross section area of one square foot shall be utilized, the exhaust system shall be capable of exhausting at least fifty cubic feet per minute of air. Means shall be provided for egress of air by louvers in doors, by undercutting the door, or by transfer ducts, grills or other openings. Toilet exhaust systems shall be arranged to expel air directly to the outdoors.

(g) A single station smoke detector shall be installed immediately outside each sleeping or bedroom area of each dwelling unit. Such device shall be designed and installed so as to detect smoke and activate an alarm, be reasonably free from false alarms and provide visible indication that the alarm is energized. Such device shall

be directly connected to the lighting circuit of the dwelling or rooming unit with no intervening wall switch and shall provide a warning signal clearly audible in all sleeping quarters with intervening doors closed. Cord connected installations or smoke detectors which rely exclusively on batteries are not permissible. Such devices shall either be approved or listed by an acceptable testing service or laboratory.

8. All openings from apartments leading into a public hall or corridor shall be provided with fireproof doors and assemblies with the doors self-closing. Partitions between apartments on each floor shall be one hour fire rated partitions. All windows opening on fire escapes shall be provided with wire glass, unless such windows are protected by a wet pipe sprinkler head with a minimum of one head per window.

9. Such buildings, in regard to egress, shall comply with the following:

(a) In a non-fireproof building there shall be:

(i) one independently enclosed stairway and a fire escape from each dwelling unit; or

(ii) where the building is fully wet sprinklered and not in excess of seventy-five feet in height and not exceeding five thousand square feet in building area one independently enclosed stairway from each dwelling, and an independently enclosed hallway, of one hour fire rating where there are two or more tenants on a floor; or

(iii) a sprinklered enclosed hallway with access to two independently enclosed stairs.

(b) In a fireproof building, there shall be:

(i) an enclosed hallway and two independently enclosed stairs; or

(ii) an enclosed hallway and one independently enclosed stair and a screened exterior stair in conformance with section two hundred sixty-eight of the labor law with all glazed openings thereon equipped with wire glass; or

(iii) for buildings not exceeding seven stories or seventy-five feet in height, egress conforming with the provisions of paragraph (a) of this subdivision; or

(iv) egress conforming with the provisions of section one hundred two of this chapter.

(c) No more than two dwelling units shall open directly to a stair without an intervening enclosed hallway.

(d) Enclosed hallways shall have a one hour fire rating.

(e) Enclosed stairways shall be:

(i) one hour fire rated in non-fireproof buildings four stories or less in height; or

(ii) one hour fire rated and sprinklered in non-fireproof buildings six stories or less in height; or

(iii) one hour fire rated in non-fireproof, fully sprinklered buildings seven stories in height; or

(iv) two hour fire rated in all other cases.

(f) The travel distance to the means of egress shall comply with the administrative code of the city of New York.

(g) Wooden stairs permitted by section one hundred eighty-nine of this chapter may be retained only if, in addition to meeting all of the requirements set forth therein, they are within a fully wet-sprinklered enclosure, and the stair and landing soffit are fire retarded, notwithstanding any other provisions.

(h) Every required stair shall extend through the roof by a bulkhead, except that a scuttle may be used if the dwelling does not exceed four stories and except that no bulkhead or scuttle is required where the roof is a peak roof with a pitch of more than fifteen degrees.

(i) Mezzanines shall be provided with a stair at least two feet six inches wide terminating not more than twenty feet from an exit door or fire escape, and all portions of such mezzanines shall be not more than fifty feet from such exit door or fire escape.

10. In buildings in excess of two stories in height, stairways shall be provided with skylights at least twenty square feet in area, glazed with plain glass with a wire screen over and under and provided with fixed or movable ventilators having a minimum open area of one hundred forty-four square inches. In lieu of the skylight and ventilators, a window of equal area may be provided with fixed louvers having a minimum open area of one hundred forty-four square inches installed in or immediately adjacent to the window.

11. Except as otherwise provided in this article, all shafts shall be enclosed with incombustible material of two hour fire rating and comply with the administrative code of the city of New York, provided, however, existing shaft enclosures constructed in part of combustible material may be retained if upgraded to obtain a two hour fire rating.

12. Every kitchen or kitchenette or cooking space in such building shall comply with the requirements imposed on multiple dwellings erected after April eighteenth, nineteen hundred twenty-nine by section thirty-three of this chapter.

13. Such building shall comply with all requirements imposed on multiple dwellings erected after April eighteenth, nineteen hundred twenty-nine by title three of article three of this chapter.

14. All interior iron columns in unsprinklered buildings shall be protected by materials or assemblies having a fire-resistive rating of at least three hours. Where sprinklers are provided for an exterior wall as provided in subdivision one of this section or in a fully wet sprinklered building such columns shall be protected by two sprinkler heads located eighteen inches or more away and each on opposite sides of such column but no further than four feet. Such sprinklers shall be provided at any interior column where fire protection is omitted in non-fireproof buildings.

15. The elevator shafts in such buildings shall be enclosed with incombustible material of two hour fire rating, except that existing elevator shaft enclosures constructed in part of combustible material may be retained if upgraded to obtain a two hour fire rating, and have fireproof doors and assemblies with (a) the doors self-closing; or (b) a vestibule the walls of which shall be of non-combustible material and have a minimum two hour fire resistive rating, with self-closing fireproof doors and be fire-stopped; or (c) where the elevator is manually operated in fully sprinklered buildings have fireproof doors, with approved interlock devices.

16. The requirements and standards prescribed in this section shall be subject to variation in specific cases by the commissioner of buildings, or the board of standards and appeals, of such city under and pursuant to the provisions of paragraph two of subdivision b of section six hundred forty-five and section six hundred sixty-six of the New York city charter.

§ 278. Application of other provisions

1. The provisions of this article apply to buildings with residential, mixed or joint living-work quarters or artists' occupancy as herein provided and to such buildings only. In addition to the provisions of this article, the following enumerated articles and sections of this chapter shall, to the extent required therein, apply to such buildings:

Article

1. Introductory provisions: definitions
2. Miscellaneous application provisions except subdivision two of section nine
8. Requirements and remedies
9. Registry of names and service of papers
10. Prostitution
11. Laws repealed: saving clause: effect

Section

28. Two or more buildings on same lot
29. Painting of courts and shafts
31. Size of rooms, subdivision six only
37. Artificial hall lighting
53. Fire-escapes
55. Wainscoting, subdivision two only
56. Frame buildings and extensions
57. Bells; mail receptacles
58. Incombustible materials
59. Bakeries and fat boiling
60. Motor vehicle storage
61. Business uses (except paragraph c of subdivision one and subdivision three)
62. Parapets, guard railings and wires

2. Failure to comply with any provision of this chapter other than this article and the above enumerated articles and sections shall not be grounds for refusal of a certificate of occupancy or compliance.

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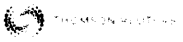

FORM SH-1, ELIGIBLE SENIOR CITIZEN ELECTION FORM AND FORM SH-2, ELIGIBLE DISABLED PERSON ELECTION FORM

ELIGIBLE SENIOR CITIZEN ELECTION FORM

SEE INSTRUCTION SHEET ON NEXT PAGE BEFORE COMPLETING THIS FORM

For use in New York City which is subject to GBL Section 352-eeee, and municipalities in New York State which have adopted GBL Section 352-e(2-a).

NAME: _____

ADDRESS: _____

_____

DATE OF BIRTH: _____

I elect not to purchase my apartment under the offering plan for conversion of the building to a cooperative or condominium.

I certify that:

1. I am a tenant of the apartment listed above.
2. I am or my spouse is now 62 years of age or older.

I understand that this senior citizen election does not preclude me from purchasing my apartment at a later date.

The above statements are true to the best of my knowledge and understanding.

SIGNED: _____

Sworn to before me this
_____day of_____, 20_____.

_____
NOTARY PUBLIC

Receipt acknowledged and copy given to tenant.

SPONSOR/AGENT: _____ DATE: _____

INSTRUCTIONS FOR COMPLETING ELIGIBLE SENIOR CITIZEN ELECTION FORM

State law provides that tenants who are "eligible senior citizens" cannot be evicted because they did not buy their apartments.

How to Qualify as an "Eligible Senior Citizen"

To qualify as an "eligible senior citizen," you must:

1. Be a tenant, or the spouse of a tenant; and
2. Have been 62 years of age or older on the date the Department of Law "accepted the offering plan for filing," and
3. Complete this election form and return it to the sponsor within 60 days of the date you first received the offering plan.

Date Offering Plan Was Accepted For Filing

The approximate date the Department of Law "accepted the offering plan for filing" is printed on the front cover of the offering plan. You must have been 62 years of age or older on the filing date to qualify.

Who is Considered a Tenant?

A tenant for purposes of this form is a person who has signed a lease or the spouse of a person who has signed a lease.

Return This Form Within 60 Days

You must complete and return this form within 60 days of the date you first received the offering plan. Return the form either by delivering it to the sponsor or the sponsor's selling agent at the location specification in the plan, or by mailing it by certified or registered mail, return receipt requested, to the sponsor or selling agent at the address specified in the plan. **Be sure to sign the form before a Notary Public**

WARNING!

FAILURE TO RETURN THIS FORM WITHIN 60 DAYS COULD ULTIMATELY RESULT IN YOUR BEING EVICTED!

The Sponsor May Dispute Your Eligibility

The law allows the sponsor to dispute your eligibility as an "eligible senior citizen". In order to do so, the sponsor must apply to the Department of Law for an eligibility determination within 30 days after the sponsor receives your election form. In case of a dispute, the Department of Law has 30 days to determine your eligibility. If your eligibility is disputed, you will be notified by the Department of Law and given the opportunity to defend your eligibility.

ELIGIBLE DISABLED PERSON ELECTION FORM

SEE INSTRUCTION SHEET ON NEXT PAGE BEFORE COMPLETING THIS FORM

For use in New York City which is subject to GBL Section 352-eeee, and for use in municipalities in Nassau, Rockland and Westchester Counties which have adopted GBL Section 352-eee, and to use in municipalities in the State of New York which have adopted GBL Section 352-e(2-a).

NAME: _____

ADDRESS: _____

_____

I elect not to purchase my apartment under the offering plan for conversion of the building to a cooperative or condominium.

I certify that:

1. I am a tenant of the apartment listed above.

2. I have an impairment which results from anatomical, physiological or psychological conditions (other than an addiction to alcohol, gambling, or any controlled substance) which (1) is demonstrable by medically acceptable clinical and laboratory diagnostic techniques, (2) is expected to be permanent, and (3) prevents me from engaging in any substantial gainful employment.

I understand that this disabled person election does not preclude me from purchasing my apartment at a later date.

The above statements are true to the best of my knowledge and understanding.

SIGNED: _____

Sworn to before me this

_____day of_____, 20____.

_____
NOTARY PUBLIC

Receipt acknowledged, and copy given to tenant.

SPONSOR/AGENT:_____ DATE: _____

*

INSTRUCTIONS FOR COMPLETING ELIGIBLE DISABLED PERSON ELECTION FORM

State law provides that tenants who are "eligible disabled persons" cannot be evicted because they did not purchase their apartments.

How to Qualify as an "Eligible Disabled Person"

To qualify as an "eligible disabled person," you must:

1. Be a tenant; and
2. Have a disability as defined on the reverse side of this form; and
3. Complete the form and return it to the sponsor within 60 days of first receiving the offering plan or first becoming disabled (see below for more information).

Who Is Considered a Tenant?

A tenant for purposes of this form is a person who has signed a lease or the spouse of a person who has signed a lease.

Return This Form to the Sponsor

If you were disabled when you first received the offering plan, you must complete and return this form to the sponsor not more than 60 days after first receiving the offering plan.

However, if your disability first occurred after you received the offering plan, then you may elect to become an "eligible disabled person" up to 60 days after the disability first occurred (unless after the first 60 days but before your election the sponsor has accepted a written agreement to purchase your apartment from a "bona fide" purchaser).

Return the form either by delivering it to the sponsor or the sponsor's selling agent at the location specified in the plan, or by mailing it by certified or registered mail, return receipt requested, to the sponsor or selling agent at the address specified in the plan. **Be sure to sign the form before a Notary Public.**

WARNING!

FAILURE TO RETURN THIS FORM WITHIN 60 DAYS COULD ULTIMATELY RESULT IN YOUR BEING EVICTED!

The Sponsor May Dispute Your Eligibility

The law allows the sponsor to dispute your eligibility as an "eligible disabled person." In order to do so, the sponsor must apply to the Department of Law for an eligibility determination within 30 days after the sponsor receives your election form. In case of a dispute, the Department of Law has 30 days to determine your eligibility. If your eligibility is disputed, you will be notified by the Department of Law and given the opportunity to defend your eligibility.