THIS PLAN HAS BEEN AMENDED. SEE INSIDE COVER.

CIRCA
CENTRAL PARK

CONDOMINIUM OFFERING PLAN
for
The 285 West 110th Street Condominium
located at
2040 Frederick Douglass Boulevard
(also known as 285 West 110th Street)
New York, New York 10026

49 Residential Units	$140,774,428
Total Offering	$140,774,428

The Condominium will have 49 Residential Units. 48 Residential Units will be offered for sale to the public and 1 Residential Unit will be offered by the Sponsor to the Board of Managers as a residence for the Building's superintendent. Ten (10) of the Residential Units, which are referred to herein as "421-a Affordable Units," are being offered to persons whose annual household income is no greater than 125% of the Area Median Income. The Condominium will also have 1 Commercial Unit, 1 Community Facility Unit, 1 Amenity Unit and 1 Parking Unit (the "Non-Residential Units") which are not being offered for sale as of the Filing Date of this Plan. Sponsor reserves the right to sell such Non-Residential Units in the future in accordance with the terms of this Plan.

SPONSOR:

Crescent 110 Equities LLC
316 West 118th Street
New York, New York 10026

SELLING AGENT:

Town New Development Sales & Marketing LLC
33 Irving Place
New York, New York 10003

Date of Acceptance for Filing: August 27, 2015

This Offering Plan may not be used after August 26, 2016 unless extended by amendment

THIS PLAN CONTAINS SPECIAL RISKS TO PURCHASERS. SEE PAGE 1.

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

PURCHASERS FOR THEIR OWN OCCUPANCY MAY NEVER GAIN CONTROL OF THE BOARD OF MANAGERS UNDER THE TERMS OF THIS PLAN.
(SEE SPECIAL RISKS SECTION OF THIS PLAN)

THE SPONSOR OF THIS OFFERING PLAN IS RETAINING THE UNCONDITIONAL RIGHT TO RENT RATHER THAN SELL UP TO EIGHTY-FIVE PERCENT (85%) OF THE RESIDENTIAL UNITS. SPONSOR MAKES NO REPRESENTATION THAT IT WILL EXECUTE PURCHASE AGREEMENTS TO SELL MORE THAN FIFTEEN PERCENT (15%) OF THE RESIDENTIAL UNITS.

BECAUSE THE SPONSOR IS RETAINING THE 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. (SEE SPECIAL RISKS SECTION OF THIS PLAN.) PURCHASERS FOR THEIR OWN OCCUPANCY MAY NEVER GAIN CONTROL OF THE BOARD OF MANAGERS UNDER THIS PLAN.

The 285 West 110th Street Condominium/
2040 Frederick Douglass Boulevard

CP Real Estate

460 WEST 34TH STREET, NEW YORK, NEW YORK 10001
(212) 685-9800; (716) 852-9800; (800) 4-APPEAL
www.counselpress.com
(262437)

THIRD AMENDMENT TO THE CONDOMINIUM OFFERING PLAN FOR THE 285 WEST 110TH STREET CONDOMINIUM LOCATED AT 2040 FREDERICK DOUGLASS BOULEVARD (ALSO KNOWN AS 285 WEST 110TH STREET), NEW YORK, NEW YORK

The Condominium Offering Plan for The 285 West 110th Street Condominium, located at 2040 Frederick Douglass Boulevard (also known as 285 West 110th Street), New York, New York, which was accepted for filing on August 27, 2015 (the "Plan"), is hereby modified and supplemented by this Third Amendment (this "Amendment") as follows:

1. PRICE CHANGE

The Sponsor hereby amends the offering prices of certain Unsold Residential Units, as set forth on the amended Schedule A, which is annexed hereto and made a part hereof as **Exhibit A**. The price changes disclosed herein shall not affect Purchase Agreements that are in effect as of the date of this Amendment.

2. DEFINITIONS

All terms that are used in this Amendment that are not defined herein shall have the meanings ascribed to them in the Plan.

3. NO OTHER MATERIAL CHANGES

There have not been any material changes in the Plan, except as set forth in this Amendment.

January 25, 2016

Sponsor:
CRESCENT 110 EQUITIES LLC

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Exhibit A

THE PROJECTIONS IN THIS SCHEDULE ASSUME THAT THE FIRST YEAR OF CONDOMINIUM OPERATION WILL BE FROM

[January 1, 2018 -December 31, 2018]

SCHEDULE A
[285 WEST 110TH STREET CONDOMINIUM]

Unit Number	Type of Unit	# of Bedrooms	# of Baths	Approximate Interior Area (sq. ft)	Approx. Exterior Area (sq. ft)	% of Interest in Residential Common Elements	% of Interest in Common Elements	Offering Price	Estimated Total Monthly Common Charges	Estimated Total Annual Common Charges	Estimated Annual Real Estate Taxes Assuming 421-a Benefits	Estimated Monthly Real Estate Taxes Assuming 421-a Benefits	Estimated Annual Real Estate Taxes Without 421-a Benefits	Estimated Monthly Real Estate Taxes Without 421-a Benefits	Estimated Monthly Carrying Charges With Real Estate Taxes Assuming 421-a Tax Benefits	Estimated Monthly Carrying Charges With Real Estate Taxes Assuming No 421-a Tax Benefits
2A	Market Rate	3	3	1596		2.1541%	1.9140%	$ 3,032,400	$ 1,893.00	$ 22,716.01	$ 2,179.44	$ 181.62	$ 28,243.56	$ 2,353.63	$ 2,074.62	$ 4,246.63
2B	421a Affordable	2	1	906		0.2710%	0.2341%	$ 381,526	$ 238.17	$ 2,858.05	$ 266.54	$ 22.21	$ 3,454.43	$ 287.87	$ 260.38	$ 526.04
2C	421a Affordable	0	1	553		0.1654%	0.1430%	$ 232,874	$ 145.37	$ 1,744.48	$ 162.93	$ 13.58	$ 2,110.85	$ 175.90	$ 158.95	$ 321.26
2D	421a Affordable	0	1	541		0.1618%	0.1384%	$ 227,821	$ 142.22	$ 1,706.63	$ 157.56	$ 13.13	$ 2,042.14	$ 170.18	$ 155.35	$ 312.40
2E	Market Rate	2	2	1043		1.3336%	1.1207%	$ 1,950,000	$ 1,171.98	$ 14,063.79	$ 1,275.07	$ 106.34	$ 16,537.62	$ 1,378.14	$ 1,278.32	$ 2,550.12
3A	Market Rate	3	3	1577		2.1845%	1.9396%	$ 3,075,150	$ 1,919.69	$ 23,036.25	$ 2,208.56	$ 184.05	$ 28,620.82	$ 2,385.07	$ 2,103.73	$ 4,304.76
3B	Market Rate	2	2	1169		1.2456%	1.1659%	$ 1,753,500	$ 1,094.64	$ 13,135.64	$ 1,327.61	$ 110.63	$ 17,204.11	$ 1,433.68	$ 1,205.27	$ 2,528.31
3C	Market Rate	1	1	647		0.6894%	0.6528%	$ 970,500	$ 605.84	$ 7,270.11	$ 743.39	$ 61.95	$ 9,633.19	$ 802.77	$ 667.79	$ 1,408.61
3D	Market Rate	1	1	655		0.7212%	0.6663%	$ 1,015,250	$ 633.78	$ 7,605.34	$ 758.69	$ 63.22	$ 9,832.63	$ 819.39	$ 697.00	$ 1,453.16
3E	421a Affordable	2	1	864		0.2585%	0.2236%	$ 363,839	$ 227.13	$ 2,725.55	$ 254.73	$ 21.23	$ 3,301.70	$ 275.14	$ 248.36	$ 502.27
3F	421a Affordable	1	1	655		0.1962%	0.1697%	$ 276,248	$ 172.45	$ 2,069.40	$ 193.26	$ 16.11	$ 2,503.96	$ 208.66	$ 188.56	$ 381.11
3G	Market Rate	4	3.5	2113	99	3.2111%	2.6828%	$ 4,520,460	$ 2,821.93	$ 33,863.21	$ 3,054.89	$ 254.57	$ 39,588.86	$ 3,299.07	$ 3,076.51	$ 6,121.01
3H	Market Rate	3	3	1489		2.0097%	1.8347%	$ 2,629,100	$ 1,766.09	$ 21,193.07	$ 2,089.11	$ 174.09	$ 27,073.38	$ 2,256.11	$ 1,940.18	$ 4,022.20
4A	Market Rate	3	3	1577		2.2405%	1.9894%	$ 3,154,000	$ 1,968.91	$ 23,626.92	$ 2,265.33	$ 188.78	$ 29,356.42	$ 2,446.37	$ 2,157.69	$ 4,415.26
4B	Market Rate	2	2	1169		1.2664%	1.2027%	$ 1,811,950	$ 1,112.88	$ 13,354.57	$ 1,369.48	$ 114.12	$ 17,747.93	$ 1,478.99	$ 1,227.00	$ 2,591.87
4C	Market Rate	1	1	647		0.7009%	0.6632%	$ 1,045,495	$ 615.94	$ 7,391.28	$ 755.20	$ 62.93	$ 9,786.06	$ 815.50	$ 678.87	$ 1,431.44
4D	Market Rate	1	1	655		0.7328%	0.6761%	$ 1,031,625	$ 644.00	$ 7,728.00	$ 789.83	$ 64.15	$ 9,976.50	$ 831.38	$ 708.15	$ 1,475.38
4E	421a Affordable	2	1	864		0.2585%	0.2236%	$ 363,839	$ 227.13	$ 2,725.55	$ 254.73	$ 21.23	$ 3,301.70	$ 275.14	$ 248.36	$ 502.27
4F	421a Affordable	1	1	655		0.1962%	0.1697%	$ 276,248	$ 172.45	$ 2,069.40	$ 193.26	$ 16.11	$ 2,503.96	$ 208.66	$ 188.56	$ 381.11
4G	Market Rate	4	3.5	2113	99	3.2876%	2.7496%	$ 4,628,090	$ 2,889.12	$ 34,669.48	$ 3,130.99	$ 260.92	$ 40,574.77	$ 3,381.23	$ 3,150.04	$ 6,270.35
4H	Market Rate	3	3	1489		2.0625%	1.8819%	$ 2,903,550	$ 1,812.56	$ 21,750.78	$ 2,142.93	$ 178.58	$ 27,770.06	$ 2,314.17	$ 1,991.14	$ 4,126.74
5A	Market Rate	3	3	1577		2.2965%	2.0387%	$ 3,232,650	$ 2,018.13	$ 24,217.60	$ 2,321.43	$ 193.45	$ 30,083.31	$ 2,506.94	$ 2,211.59	$ 4,525.08
5B	Market Rate	2	2	1169		1.2871%	1.2402%	$ 1,870,400	$ 1,131.12	$ 13,573.50	$ 1,412.16	$ 117.68	$ 18,300.88	$ 1,525.07	$ 1,248.80	$ 2,656.20
5C	Market Rate	1	1	647		0.7124%	0.6735%	$ 1,061,670	$ 626.04	$ 7,512.45	$ 767.01	$ 63.92	$ 9,939.06	$ 828.25	$ 689.95	$ 1,454.29
5D	Market Rate	1	1	655		0.7445%	0.6871%	$ 1,048,000	$ 654.22	$ 7,850.67	$ 782.31	$ 65.19	$ 10,138.49	$ 844.87	$ 719.42	$ 1,499.10
5E	421a Affordable	2	1	864		0.2585%	0.2238%	$ 363,839	$ 227.13	$ 2,725.55	$ 254.73	$ 21.23	$ 3,301.70	$ 275.14	$ 248.36	$ 502.27
5F	421a Affordable	1	1	655		0.1962%	0.1697%	$ 276,248	$ 172.45	$ 2,069.40	$ 193.26	$ 16.11	$ 2,503.96	$ 208.66	$ 188.56	$ 381.11
5G	Market Rate	4	3.5	2113	99	3.3640%	2.8165%	$ 4,735,720	$ 2,956.31	$ 35,475.74	$ 3,207.08	$ 267.26	$ 41,560.68	$ 3,463.39	$ 3,223.57	$ 6,419.70
5H	Market Rate	3	3	1489		2.1154%	1.9285%	$ 3,075,000	$ 1,859.04	$ 22,308.49	$ 2,195.94	$ 183.00	$ 28,457.89	$ 2,371.49	$ 2,042.04	$ 4,230.53
6A	Market Rate	3	3	1577		2.3525%	2.0891%	$ 3,311,700	$ 2,067.36	$ 24,808.27	$ 2,378.87	$ 198.24	$ 30,827.77	$ 2,568.98	$ 2,265.60	$ 4,636.34
6B	Market Rate	3	3	1608		2.3131%	1.9707%	$ 3,256,200	$ 2,032.71	$ 24,392.51	$ 2,243.99	$ 187.00	$ 29,079.68	$ 2,423.31	$ 2,219.71	$ 4,456.02
6C	421a Affordable	2	1	851		0.2546%	0.2235%	$ 358,365	$ 223.71	$ 2,684.54	$ 254.46	$ 21.21	$ 3,297.94	$ 274.83	$ 244.92	$ 498.54
6D	Market Rate	3	2.5	1614		2.3217%	2.0585%	$ 3,268,350	$ 2,040.29	$ 24,483.53	$ 2,343.98	$ 195.33	$ 30,375.62	$ 2,531.30	$ 2,235.63	$ 4,571.60
6E	Market Rate	4	3.5	2113	99	3.4405%	2.9187%	$ 4,843,350	$ 3,023.50	$ 36,282.01	$ 3,323.44	$ 276.95	$ 43,068.79	$ 3,589.07	$ 3,300.45	$ 6,612.57
6F	Market Rate	3	3	1489		2.1683%	1.9757%	$ 3,150,000	$ 1,905.52	$ 22,866.20	$ 2,249.76	$ 187.48	$ 29,154.57	$ 2,429.55	$ 2,093.00	$ 4,335.06
7A	Market Rate	3	3	1577		2.4085%	2.1384%	$ 3,390,550	$ 2,116.58	$ 25,398.94	$ 2,434.97	$ 202.91	$ 31,554.65	$ 2,629.55	$ 2,319.49	$ 4,746.13
7B	Market Rate	3	3	1608		2.3702%	2.0208%	$ 3,336,600	$ 2,082.90	$ 24,994.80	$ 2,301.03	$ 191.75	$ 29,820.25	$ 2,485.02	$ 2,274.65	$ 4,567.92
7C Super Unit	Market Rate	2	1	851		0.9672%	0.9427%	$ 1,361,600	$ 849.99	$ 10,199.88	$ 1,073.41	$ 89.45	$ 13,910.67	$ 1,159.24	$ 939.44	$ 2,009.23
7D	Market Rate	3	2.5	1614		2.3790%	2.0435%	$ 3,349,050	$ 2,090.67	$ 25,088.06	$ 2,326.93	$ 193.91	$ 30,154.71	$ 2,512.89	$ 2,284.58	$ 4,603.56
7E	Market Rate	4	3.5	2113	99	3.5170%	3.1890%	$ 4,950,980	$ 3,090.69	$ 37,088.28	$ 3,631.19	$ 302.60	$ 47,057.76	$ 3,921.48	$ 3,393.29	$ 7,012.17
7F	Market Rate	3	3	1494		2.2212%	2.0291%	$ 3,225,000	$ 1,951.99	$ 23,423.92	$ 2,310.56	$ 192.55	$ 29,942.65	$ 2,495.22	$ 2,144.54	$ 4,447.21
8A	Market Rate	3	2.5	1968	1054	3.9042%	3.4741%	$ 5,496,080	$ 3,430.97	$ 41,171.68	$ 3,955.97	$ 329.66	$ 51,265.67	$ 4,272.14	$ 3,780.64	$ 7,703.11
8B	Market Rate	3	3	1814	587	3.2936%	2.7817%	$ 4,636,500	$ 2,894.37	$ 34,732.48	$ 3,167.49	$ 263.96	$ 41,047.73	$ 3,420.64	$ 3,158.33	$ 6,315.02
8C	Market Rate	4	3	2126	2254	4.6778%	4.2191%	$ 6,585,170	$ 4,110.85	$ 49,330.16	$ 4,804.18	$ 400.35	$ 62,258.95	$ 5,188.25	$ 4,511.19	$ 9,299.09
9A	Market Rate	5	4.5	3348	739	6.2118%	5.7883%	$ 8,744,640	$ 5,458.91	$ 65,506.96	$ 6,590.92	$ 549.24	$ 85,413.79	$ 7,117.82	$ 6,008.16	$ 12,576.73
9B	Market Rate	4	3	1797	120	3.0144%	2.6750%	$ 4,243,500	$ 2,649.04	$ 31,788.48	$ 3,046.03	$ 253.84	$ 39,473.71	$ 3,289.48	$ 2,902.88	$ 5,938.52
10A	Market Rate	5	4.5	2771	550	5.3117%	4.8055%	$ 7,477,500	$ 4,667.89	$ 56,014.69	$ 5,472.01	$ 456.00	$ 70,912.14	$ 5,909.34	$ 5,123.89	$ 10,577.24
10B	Market Rate	4	3	1797	120	3.0799%	2.7120%	$ 4,335,750	$ 2,706.63	$ 32,479.53	$ 3,088.17	$ 257.35	$ 40,019.81	$ 3,334.98	$ 2,983.98	$ 6,041.61
11A	Market Rate	5	3.5	3728	1219	7.4708%	6.4602%	$ 10,516,917	$ 6,565.27	$ 78,783.26	$ 7,356.05	$ 613.00	$ 95,328.56	$ 7,944.05	$ 7,178.28	$ 14,509.32
Sub Totals				**70,004**	**7,138**	**100.0000%**	**88.7355%**	**$141,344,993**	**$ 87,879.59**	**$ 1,054,555.07**	**$ 101,041.88**	**$ 8,420.16**	**$ 1,309,416.24**	**$ 109,118.02**	**$ 96,299.75**	**$ 196,997.61**
Commercial	Commercial			11,540	-		5.2526%	Not For Sale	$ 729.17	$ 8,750.00	$ 8,633.37	$ 719.45	$ 61,703.20	$ 5,141.93	$ 1,448.61	$ 5,871.10
Community	Community			9,397	-		1.8963%	Not For Sale	$ 337.50	$ 4,050.00	$ 3,116.69	$ 259.72	$ 22,275.39	$ 1,856.28	$ 597.22	$ 2,193.78
Parking	Parking			10,893			3.5013%	Not For Sale	$ 462.50	$ 5,550.00	$ 3,173.79	$ 264.48	$ 41,129.98	$ 3,427.50	$ 726.98	$ 3,890.00
Amenity	Amenity			6,500			0.6143%	Not For Sale	$ 937.50	$ 11,250.00	$ 1,009.66	$ 84.14	$ 7,215.76	$ 601.31	$ 1,021.64	$ 1,538.81
Sub Total				**38,330**	-		**11.2645%**		**$ 2,466.67**	**$ 29,600.00**	**$ 15,933.50**	**$ 1,327.79**	**$ 132,324.33**	**$ 11,027.03**	**$ 3,794.46**	**$ 13,493.69**
Totals				**108,334**	**7,138**		**100.0000%**	**$141,344,993**	**$ 90,346.26**	**$ 1,084,155.07**	**$ 116,975.38**	**$ 9,747.95**	**$ 1,441,740.57**	**$ 120,145.05**	**$ 100,094.20**	**$ 210,491.30**

SECOND AMENDMENT TO THE CONDOMINIUM OFFERING PLAN FOR THE 285 WEST 110TH STREET CONDOMINIUM LOCATED AT 2040 FREDERICK DOUGLASS BOULEVARD (ALSO KNOWN AS 285 WEST 110TH STREET), NEW YORK, NEW YORK

The Condominium Offering Plan for The 285 West 110th Street Condominium, located at 2040 Frederick Douglass Boulevard (also known as 285 West 110th Street), New York, New York, which was accepted for filing on August 27, 2015 (the "Plan"), is hereby modified and supplemented by this Second Amendment (this "Amendment") as follows:

1. PRICE CHANGE

The Sponsor hereby amends the offering prices of certain Unsold Residential Units, as set forth on the amended Schedule A, which is annexed hereto and made a part hereof as **Exhibit A**. The price changes disclosed herein shall not affect Purchase Agreements that are in effect as of the date of this Amendment.

2. DEFINITIONS

All terms that are used in this Amendment that are not defined herein shall have the meanings ascribed to them in the Plan.

3. NO OTHER MATERIAL CHANGES

There have not been any material changes in the Plan, except as set forth in this Amendment.

January 11, 2016

Sponsor:
CRESCENT 110 EQUITIES LLC

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Exhibit A

THE PROJECTIONS IN THIS SCHEDULE ASSUME THAT THE FIRST YEAR OF CONDOMINIUM OPERATION WILL BE FROM

[January 1, 2018 -December 31, 2018]

SCHEDULE A
[285 WEST 110TH STREET CONDOMINIUM]

Unit Number	Type of Unit	# of Bedrooms	# of Baths	Approximate Interior Area (sq. ft)	Approx. Exterior Area (sq. ft)	% of Interest in Residential Common Elements	% of Interest in Common Elements	Offering Price	Estimated Total Monthly Common Charges	Estimated Total Annual Common Charges	Estimated Annual Real Estate Taxes Assuming 421-a Benefits	Estimated Monthly Real Estate Taxes Assuming 421-a Benefits	Estimated Annual Real Estate Taxes Without 421-a Benefits	Estimated Monthly Real Estate Taxes Without 421-a Benefits	Estimated Monthly Carrying Charges With Real Estate Taxes Assuming 421-a Tax Benefits	Estimated Monthly Carrying Charges With Real Estate Taxes Assuming No 421-a Tax Benefits
2A	Market Rate	3	3	1596		2.1541%	1.9140%	$ 3,032,400	$ 1,893.00	$ 22,716.01	$ 2,179.44	$ 181.62	$ 28,243.56	$ 2,353.63	$ 2,074.62	$ 4,246.63
2B	421a Affordable	2	1	906		0.2710%	0.2341%	$ 381,526	$ 238.17	$ 2,858.05	$ 266.54	$ 22.21	$ 3,454.43	$ 287.87	$ 260.38	$ 526.04
2C	421a Affordable	0	1	553		0.1654%	0.1430%	$ 232,874	$ 145.37	$ 1,744.48	$ 162.93	$ 13.58	$ 2,110.85	$ 175.90	$ 158.95	$ 321.28
2D	421a Affordable	0	1	541		0.1618%	0.1384%	$ 227,821	$ 142.22	$ 1,706.63	$ 157.56	$ 13.13	$ 2,042.14	$ 170.18	$ 155.35	$ 312.40
2E	Market Rate	2	2	1043		1.3336%	1.1207%	$ 1,950,000	$ 1,171.98	$ 14,063.79	$ 1,276.07	$ 106.34	$ 16,537.62	$ 1,378.14	$ 1,278.32	$ 2,550.12
3A	Market Rate	3	3	1577		2.1845%	1.9396%	$ 3,075,150	$ 1,919.69	$ 23,036.25	$ 2,208.56	$ 184.05	$ 28,620.82	$ 2,385.07	$ 2,103.73	$ 4,304.76
3B	Market Rate	2	2	1169		1.2456%	1.1659%	$ 1,753,500	$ 1,094.64	$ 13,135.64	$ 1,327.61	$ 110.63	$ 17,204.11	$ 1,433.68	$ 1,205.27	$ 2,528.31
3C	Market Rate	1	1	647		0.6894%	0.6528%	$ 970,500	$ 605.84	$ 7,270.11	$ 743.39	$ 61.95	$ 9,633.19	$ 802.77	$ 667.79	$ 1,408.61
3D	Market Rate	1	1	655		0.7212%	0.6663%	$ 1,015,250	$ 633.78	$ 7,605.34	$ 758.69	$ 63.22	$ 9,832.63	$ 819.39	$ 697.00	$ 1,453.16
3E	421a Affordable	2	1	864		0.2585%	0.2238%	$ 363,839	$ 227.13	$ 2,725.55	$ 254.73	$ 21.23	$ 3,301.70	$ 275.14	$ 248.36	$ 502.27
3F	421a Affordable	1	1	655		0.1962%	0.1697%	$ 276,248	$ 172.45	$ 2,069.40	$ 193.26	$ 16.11	$ 2,503.96	$ 208.66	$ 188.56	$ 381.11
3G	Market Rate	4	3.5	2113	99	3.2111%	2.6828%	$ 4,520,460	$ 2,821.93	$ 33,863.21	$ 3,054.89	$ 254.57	$ 39,588.86	$ 3,299.07	$ 3,076.51	$ 6,121.01
3H	Market Rate	3	3	1489		2.0097%	1.8347%	$ 2,829,100	$ 1,766.09	$ 21,193.07	$ 2,089.11	$ 174.09	$ 27,073.38	$ 2,256.11	$ 1,940.18	$ 4,022.20
4A	Market Rate	3	3	1577		2.2405%	1.9894%	$ 3,154,000	$ 1,968.91	$ 23,626.92	$ 2,265.33	$ 188.78	$ 29,356.42	$ 2,446.37	$ 2,157.69	$ 4,415.28
4B	Market Rate	2	2	1169		1.2664%	1.2027%	$ 1,811,950	$ 1,112.88	$ 13,354.57	$ 1,369.48	$ 114.12	$ 17,747.93	$ 1,478.99	$ 1,227.00	$ 2,591.87
4C	Market Rate	1	1	647		0.7009%	0.6632%	$ 1,045,495	$ 615.94	$ 7,391.28	$ 755.20	$ 62.93	$ 9,786.06	$ 815.50	$ 678.87	$ 1,431.44
4D	Market Rate	1	1	655		0.7328%	0.6761%	$ 1,031,625	$ 644.00	$ 7,728.00	$ 769.83	$ 64.15	$ 9,976.50	$ 831.38	$ 708.15	$ 1,475.38
4E	421a Affordable	2	1	864		0.2585%	0.2238%	$ 363,839	$ 227.13	$ 2,725.55	$ 254.73	$ 21.23	$ 3,301.70	$ 275.14	$ 248.36	$ 502.27
4F	421a Affordable	1	1	655		0.1962%	0.1697%	$ 276,248	$ 172.45	$ 2,069.40	$ 193.26	$ 16.11	$ 2,503.96	$ 208.66	$ 188.56	$ 381.11
4G	Market Rate	4	3.5	2113	99	3.2876%	2.7496%	$ 4,628,090	$ 2,889.12	$ 34,669.48	$ 3,130.99	$ 260.92	$ 40,574.77	$ 3,381.23	$ 3,150.04	$ 6,270.35
4H	Market Rate	3	3	1489		2.0626%	1.8819%	$ 2,903,550	$ 1,812.56	$ 21,750.78	$ 2,142.93	$ 178.58	$ 27,770.06	$ 2,314.17	$ 1,991.14	$ 4,126.74
5A	Market Rate	3	3	1577		2.2965%	2.0387%	$ 3,232,850	$ 2,018.13	$ 24,217.60	$ 2,321.43	$ 193.45	$ 30,083.31	$ 2,506.94	$ 2,211.59	$ 4,525.08
5B	Market Rate	2	2	1169		1.2871%	1.2402%	$ 1,870,400	$ 1,131.12	$ 13,573.50	$ 1,412.16	$ 117.68	$ 18,300.88	$ 1,525.07	$ 1,248.80	$ 2,656.20
5C	Market Rate	1	1	647		0.7124%	0.6735%	$ 1,061,670	$ 626.04	$ 7,512.45	$ 767.01	$ 63.92	$ 9,939.06	$ 828.25	$ 689.95	$ 1,454.29
5D	Market Rate	1	1	655		0.7445%	0.6871%	$ 1,048,000	$ 654.22	$ 7,850.67	$ 782.31	$ 65.19	$ 10,138.49	$ 844.87	$ 719.42	$ 1,499.10
5E	421a Affordable	2	1	864		0.2585%	0.2238%	$ 363,839	$ 227.13	$ 2,725.55	$ 254.73	$ 21.23	$ 3,301.70	$ 275.14	$ 248.36	$ 502.27
5F	421a Affordable	1	1	655		0.1962%	0.1697%	$ 276,248	$ 172.45	$ 2,069.40	$ 193.26	$ 16.11	$ 2,503.96	$ 208.66	$ 188.56	$ 381.11
5G	Market Rate	4	3.5	2113	99	3.3640%	2.8165%	$ 4,735,720	$ 2,956.31	$ 35,475.74	$ 3,207.08	$ 267.26	$ 41,560.68	$ 3,463.39	$ 3,223.57	$ 6,419.70
5H	Market Rate	3	3	1489		2.1154%	1.9285%	$ 2,978,000	$ 1,859.04	$ 22,308.49	$ 2,195.94	$ 183.00	$ 28,457.89	$ 2,371.49	$ 2,042.04	$ 4,230.53
6A	Market Rate	3	3	1577		2.3525%	2.0891%	$ 3,311,700	$ 2,067.36	$ 24,808.27	$ 2,378.87	$ 198.24	$ 30,827.77	$ 2,568.98	$ 2,265.60	$ 4,636.34
6B	Market Rate	3	3	1608		2.3131%	1.9707%	$ 3,256,200	$ 2,032.71	$ 24,392.51	$ 2,243.99	$ 187.00	$ 29,079.68	$ 2,423.31	$ 2,219.71	$ 4,456.02
6C	421a Affordable	2	1	851		0.2546%	0.2235%	$ 358,365	$ 223.71	$ 2,684.54	$ 254.46	$ 21.21	$ 3,297.94	$ 274.83	$ 244.92	$ 498.54
6D	Market Rate	3	2.5	1614		2.3217%	2.0585%	$ 3,268,350	$ 2,040.29	$ 24,483.53	$ 2,343.98	$ 195.33	$ 30,375.62	$ 2,531.30	$ 2,235.63	$ 4,571.60
6E	Market Rate	4	3.5	2113	99	3.4405%	2.9187%	$ 4,843,350	$ 3,023.50	$ 36,282.01	$ 3,323.44	$ 276.95	$ 43,068.79	$ 3,589.07	$ 3,300.45	$ 6,612.57
6F	Market Rate	3	3	1489		2.1683%	1.9757%	$ 3,052,450	$ 1,905.52	$ 22,866.20	$ 2,249.76	$ 187.48	$ 29,154.57	$ 2,429.55	$ 2,093.00	$ 4,335.06
7A	Market Rate	3	3	1577		2.4085%	2.1384%	$ 3,390,550	$ 2,116.58	$ 25,398.94	$ 2,434.97	$ 202.91	$ 31,554.65	$ 2,629.55	$ 2,319.49	$ 4,746.13
7B	Market Rate	3	3	1608		2.3702%	2.0208%	$ 3,336,600	$ 2,082.90	$ 24,994.80	$ 2,301.03	$ 191.75	$ 29,820.25	$ 2,485.02	$ 2,274.65	$ 4,567.92
7C Super Unit	Market Rate	2	1	851		0.9672%	0.9427%	$ 1,361,600	$ 849.99	$ 10,199.88	$ 1,073.41	$ 89.45	$ 13,910.87	$ 1,159.24	$ 939.44	$ 2,009.23
7D	Market Rate	3	2.5	1614		2.3790%	2.0435%	$ 3,349,050	$ 2,090.67	$ 25,088.06	$ 2,326.93	$ 193.91	$ 30,154.71	$ 2,512.89	$ 2,284.58	$ 4,603.56
7E	Market Rate	4	3.5	2113	99	3.5170%	3.1890%	$ 4,950,980	$ 3,090.69	$ 37,088.28	$ 3,631.19	$ 302.60	$ 47,057.78	$ 3,921.48	$ 3,393.29	$ 7,012.17
7F	Market Rate	3	3	1494		2.2212%	2.0291%	$ 3,126,900	$ 1,951.99	$ 23,423.92	$ 2,310.56	$ 192.55	$ 29,942.65	$ 2,495.22	$ 2,144.54	$ 4,447.21
8A	Market Rate	3	2.5	1968	1054	3.9042%	3.4741%	$ 5,496,080	$ 3,430.97	$ 41,171.68	$ 3,955.97	$ 329.66	$ 51,265.67	$ 4,272.14	$ 3,760.64	$ 7,703.11
8B	Market Rate	3	3	1814	587	3.2936%	2.7817%	$ 4,636,500	$ 2,894.37	$ 34,732.48	$ 3,167.49	$ 263.96	$ 41,047.73	$ 3,420.64	$ 3,158.33	$ 6,315.02
8C	Market Rate	4	3	2126	2254	4.6778%	4.2191%	$ 6,585,170	$ 4,110.85	$ 49,330.16	$ 4,804.18	$ 400.35	$ 62,258.95	$ 5,188.25	$ 4,511.19	$ 9,299.09
9A	Market Rate	5	4.5	3348	739	6.2118%	5.7883%	$ 8,744,640	$ 5,458.91	$ 65,506.96	$ 6,590.92	$ 549.24	$ 85,413.79	$ 7,117.82	$ 6,008.16	$ 12,576.73
9B	Market Rate	4	3	1797	120	3.0144%	2.6750%	$ 4,243,500	$ 2,649.04	$ 31,788.48	$ 3,046.03	$ 253.84	$ 39,473.71	$ 3,289.48	$ 2,902.88	$ 5,938.52
10A	Market Rate	5	4.5	2771	550	5.3117%	4.8055%	$ 7,477,500	$ 4,667.89	$ 56,014.69	$ 5,472.01	$ 456.00	$ 70,912.14	$ 5,909.34	$ 5,123.89	$ 10,577.24
10B	Market Rate	4	3	1797	120	3.0799%	2.7120%	$ 4,335,750	$ 2,706.63	$ 32,479.53	$ 3,088.17	$ 257.35	$ 40,019.81	$ 3,334.98	$ 2,963.98	$ 6,041.61
11A	Market Rate	5	3.5	3728	1219	7.4708%	6.4602%	$ 10,516,917	$ 6,565.27	$ 78,783.26	$ 7,356.05	$ 613.00	$ 95,328.56	$ 7,944.05	$ 7,178.28	$ 14,509.32
Sub Totals				**70,004**	**7,138**	**100.0000%**	**88.7355%**	**$141,052,343**	**$ 87,879.59**	**$ 1,054,555.07**	**$ 101,041.88**	**$ 8,420.16**	**$ 1,309,416.24**	**$ 109,118.02**	**$ 96,299.75**	**$ 196,997.61**
Commercial	Commercial			11,540	-		5.2526%	Not For Sale	$ 729.17	$ 8,750.00	$ 8,633.37	$ 719.45	$ 61,703.20	$ 5,141.93	$ 1,448.61	$ 5,871.10
Community	Community			9,397	-		1.8963%	Not For Sale	$ 337.50	$ 4,050.00	$ 3,116.69	$ 259.72	$ 22,275.39	$ 1,856.28	$ 597.22	$ 2,193.78
Parking	Parking			10,893			3.5013%	Not For Sale	$ 462.50	$ 5,550.00	$ 3,173.79	$ 264.48	$ 41,129.98	$ 3,427.50	$ 726.98	$ 3,890.00
Amenity	Amenity			6,500			0.6143%	Not For Sale	$ 937.50	$ 11,250.00	$ 1,009.66	$ 84.14	$ 7,215.76	$ 601.31	$ 1,021.64	$ 1,538.81
Sub Total				**38,330**	-		**11.2645%**		**$ 2,466.67**	**$ 29,600.00**	**$ 15,933.50**	**$ 1,327.79**	**$ 132,324.33**	**$ 11,027.03**	**$ 3,794.46**	**$ 13,493.69**
Totals				**108,334**	**7,138**		**100.0000%**	**$141,052,343**	**$ 90,346.26**	**$ 1,084,155.07**	**$ 116,975.38**	**$ 9,747.95**	**$ 1,441,740.57**	**$ 120,145.05**	**$ 100,094.20**	**$ 210,491.30**

FIRST AMENDMENT TO THE CONDOMINIUM OFFERING PLAN FOR THE 285 WEST 110TH STREET CONDOMINIUM LOCATED AT 2040 FREDERICK DOUGLASS BOULEVARD (ALSO KNOWN AS 285 WEST 110TH STREET), NEW YORK, NEW YORK

The Condominium Offering Plan for The 285 West 110th Street Condominium, located at 2040 Frederick Douglass Boulevard (also known as 285 West 110th Street), New York, New York, which was accepted for filing on August 27, 2015 (the "Plan"), is hereby modified and supplemented by this First Amendment (this "Amendment") as follows:

1. AMENDMENT TO SPECIAL RISKS, SCHEDULE A, FLOOR PLAN

a. Since Unit 11A will be a full-floor Unit, the elevator and the area of the elevator vestibule immediately adjacent to the Unit's entrance door will be part of the Unit's square footage. Pursuant to current Law, the Unit Owner of Unit 11A shall keep the elevator vestibule area free of all obstructions and combustible materials in order to allow egress and ensure that there is a clear path in case of emergency.

b. Sponsor does not intend to construct a trash room on the 11th floor. Therefore, the Unit Owner of Unit 11A will either be required to store trash in the 10th floor trash room or a Building staff member will periodically collect trash from Unit 11A, subject to the sole and absolute discretion of the Residential Board.

c. The floor plans for Unit 11A are hereby amended to reflect that there are five (5) bedrooms, rather than four (4) bedrooms located within the Unit.

A copy of an amended floor plan for Unit 11A is attached hereto as Exhibit A. A copy of an amended Schedule A is attached hereto as Exhibit B.

2. AMENDMENT TO BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION (SCHEDULE B)

a. Footnote number 10 to Notes to Schedule B is hereby amended to disclose that the cost of all electrical radiant heating in flooring, and supplemental electric heating, will be payable by the Unit Owner's directly to Con Ed. Such costs are already included in the figures set forth in Schedule B-1 and will not be part of the Common Charges.

b. Footnote number 20 to Notes to Schedule B is hereby amended to disclose that although Residential Units 8A, 8C, 9A, 10A and 11A will not receive heat and cooling from the Building's cooling tower, such Unit Owners will be responsible for paying for the cooling tower expenses in the first year of Condominium Operation as part of their Common Charges. The cooling tower expenses are calculated in accordance with the same methodology used to calculate Common Charges for all Residential Unit Owners.

A copy of the amended Schedule A that discloses amended Common Charges is attached hereto as Exhibit B and a copy of the amended Schedule B, Footnotes to Schedule B is attached hereto as Exhibit C.

3. **AMENDMENT TO SPECIAL RISKS, SCHEDULE A, DESCRIPTION OF PROPERTY AND IMPROVEMENTS (PART I), TERMS OF SALE, RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND THE BOARD OF MANAGERS, FLOOR PLANS, DESCRIPTION OF PROPERTY AND SPECIFICATIONS (PART II), FORM OF UNIT DEED**

a. Due to minor typographical and/or measuring errors the square footage of Units 8A, 3B, 4B, 5B, 9B, 10B, 3C, 4C, 5C, 6D, 7D, 6E, 7E, 3F, 4F, 5F, 6F, 7F, 3G, 4G, 5G, 3H, 4H, and 5H, is hereby amended. Amended floor plans for such Units are attached hereto as Exhibit A. Amended Schedule A for Units 3F, 4F, 5F, and 7F are attached hereto as Exhibit B.

b. The floor plans for Units 6B and 7B are hereby amended to disclose that the second bedroom is known as the "Master Bedroom". Amended floor plans for such Units are attached hereto as Exhibit A.

c. The floor plans for Units 3B, 4B, and 5B are hereby amended to reflect that there are two (2) bedrooms, rather than three (3) bedrooms, located within the Unit. Amended floor plans for such Units are attached hereto as Exhibit A.

d. Schedule A is hereby amended to reflect that 7C has one (1) bathroom. A copy of the amended Schedule A is attached hereto as Exhibit B.

e. The Description of the Property and Specifications is hereby amended to reflect (i) the foregoing disclosure in Paragraphs 3a through 3d; and (ii) certain other changes, as disclosed in the attached redlined version of the Description of Property and Specifications, which is attached hereto as Exhibit D.

f. As disclosed in the Plan, Sponsor is undertaking an environmental clean-up on the Land. A Site Management Plan ("SMP") has been submitted to and approved by the New York State Department of Environmental Conservation ("DEC"). A copy of the SMP is attached hereto as Exhibit E. Pursuant to the SMP, soil and groundwater conditions on the Land must be monitored, maintained, and certified to the DEC, at certain prescribed intervals, as described in the SMP, for the foreseeable future. As disclosed in the Plan, Sponsor must obtain a Notice of Satisfaction from New York City Office of Environmental Remediation as a condition for the New York City Department of Buildings to issue a Temporary Certificate of Occupancy for the Building. The SMP provides that all the rights and obligations of the SMP shall be deemed assigned to and assumed by the Board upon the First Unit Closing. Therefore, after the issuance of the Certificate of Completion, and after the First Unit Closing, all monitoring, on-going maintenance and certifications that are required by the terms of the SMP will be the Board's responsibility, at its sole cost and expense. The costs of all obligations under the SMP will be charged to all Unit Owners as a Common Charge, as disclosed in Schedule B. Schedule B is hereby amended to reflect an increased budget for the Board's obligations under the SMP. A copy of the amended Schedule B is attached hereto as Exhibit B. Further details about the required environmental monitoring, maintenance, certification requirements and other obligations to which the Property will be subject are disclosed in the SMP. Sponsor will deliver to the Board a copy of the Brownfield Cleanup Agreement and all approved work plan and reports after the First Unit Closing.

g. The Terms of Sale section of the Plan is hereby supplemented. Title to each Unit and its appurtenant interests in the Common Elements shall be conveyed subject to an Environmental Easements granted pursuant to Article 71, Title 36 of the New York State Environmental Conservation Law dated as of October 9, 2015 and recorded in the Register's Office on November 16, 2015 at CRFN 2015000406309 (the "Environmental Easement"). Pursuant to the Environmental Easement, all instruments of conveyance relating to the Property shall state in at least 15-point bold type: **"This Unit and its appurtenant interest in the Common Elements is subject to an Environmental Easement held by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the Environmental Conservation Law until such time as the Environment Easement has been extinguished in accordance with the terms of Title 36 of Article 71 of the Environmental Conservation Law."** An amended form of Unit deed for the Market-Rate Units and the 421-a Affordable Units is attached hereto as Exhibit F.

4. **AMENDMENT TO FORM OF 421-A AFFORDABLE UNIT PURCHASE AGREEMENT, 421-A RESTRICTIVE DECLARATION, AND TERMS OF SALE**

a. The Plan is hereby amended to disclose that a 421-a Restrictive Declaration, was recorded against the Property on December 21, 2015 at CRFN 2015000450916. The 421-a Restrictive Declaration is attached hereto as Exhibit G.

i. The form of Purchase Agreement for the 421-a Affordable Units is hereby amended by adding a mortgage contingency to Paragraph 8 thereof. An amended form of Purchase Agreement for the 421-a Affordable units is attached hereto as Exhibit H.

4. AMENDMENT TO SPECIAL RISKS, BY-LAWS, RIGHTS AND OBLIGATIONS OF THE UNIT OWNERS AND THE BOARD OF MANAGERS

The Plan is hereby amended to disclose that Unit Owners who purchase a Unit from Sponsor are prohibited from reselling or adverting for sale, or listing with a broker for sale, such Unit until the one year anniversary of the closing of title of such Unit. Notwithstanding the foregoing, Purchasers who have executed Purchase Agreements before the filing date of this Amendment shall be exempt from such restrictions.

Section 8 of the By-Laws is hereby amended. A copy of section 8 is attached hereto as Exhibit I.

5. DEFINITIONS

All terms that are used in this Amendment that are not defined herein shall have the meanings ascribed to them in the Plan.

6. NO OTHER MATERIAL CHANGES

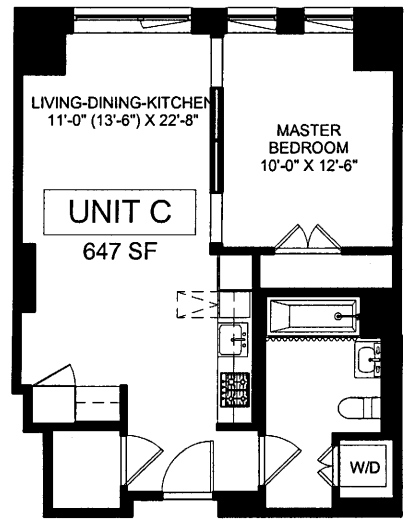
There have not been any material changes in the Plan, except as set forth in this Amendment.

January 8, 2015

Sponsor:
CRESCENT 110 EQUITIES LLC

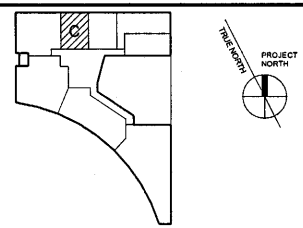
Exhibit A

Floor Plan



2040 FREDERICK DOUGLASS BOULEVARD

UNIT C - 3RD-5TH FLOOR
1 BEDROOM
1 BATH
647 SF
0 SF EXTERIOR

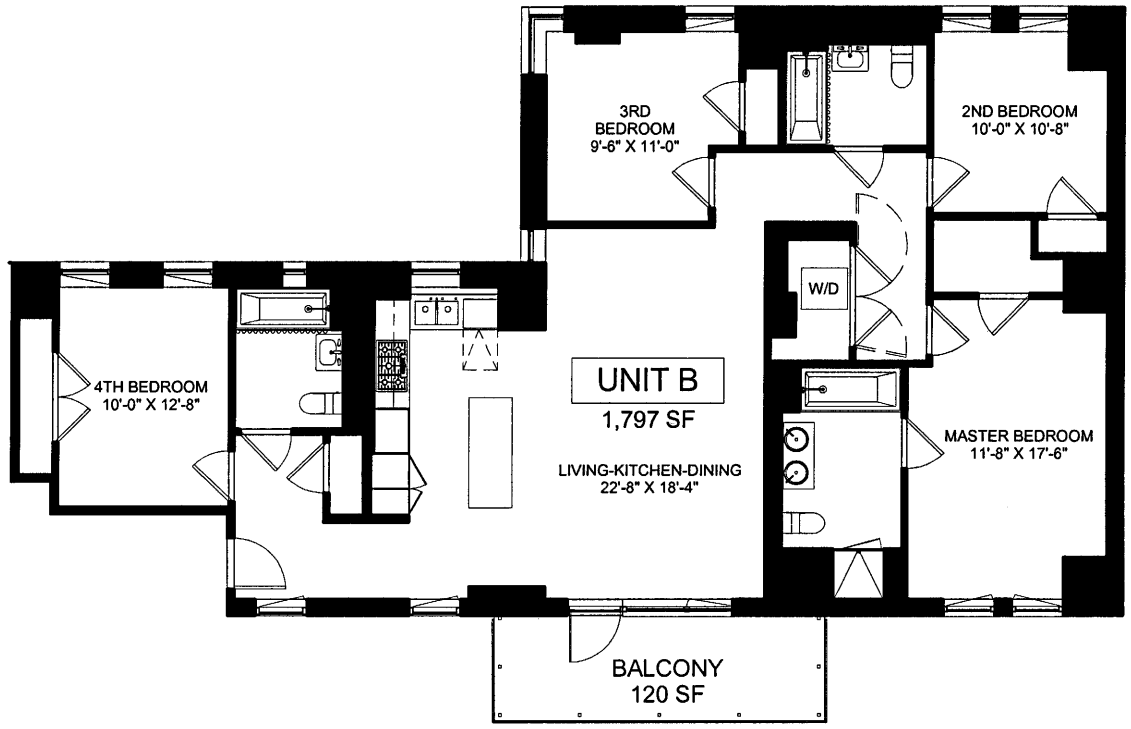


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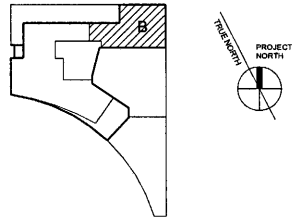
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS.

NOTED DIMENSIONS REFLECT AVERAGE INTERIOR DIMENSIONS OF SPACE.



2040 FREDERICK DOUGLASS BOULEVARD

UNIT B - 9TH-10TH FLOOR
4 BEDROOMS
3 BATHS
1,797 SF
120 SF EXTERIOR

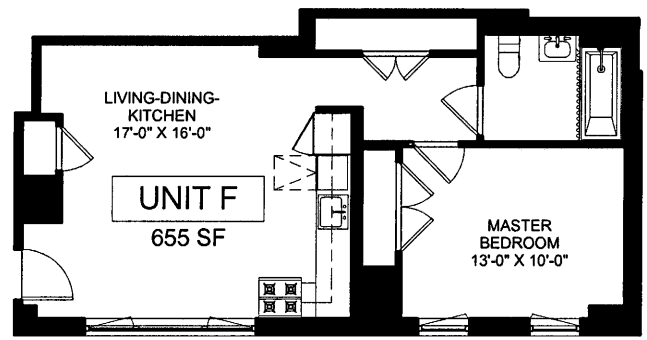


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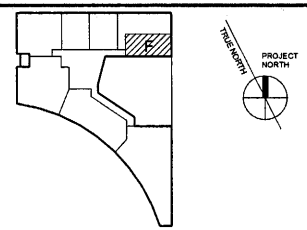
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS.

NOTED DIMENSIONS REFLECT AVERAGE INTERIOR DIMENSIONS OF SPACE.



2040 FREDERICK DOUGLASS BOULEVARD

UNIT F - 3RD-5TH FLOOR
1 BEDROOM
1 BATH
655 SF
0 SF EXTERIOR

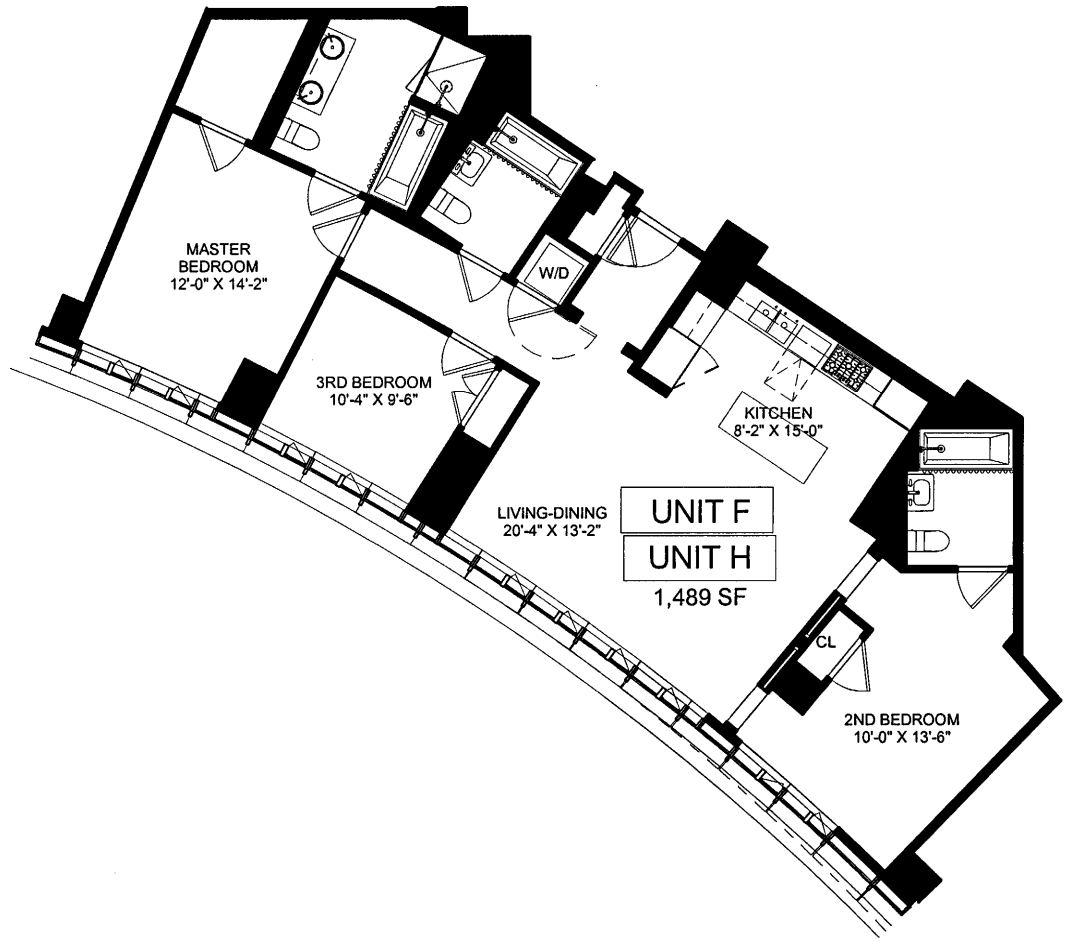


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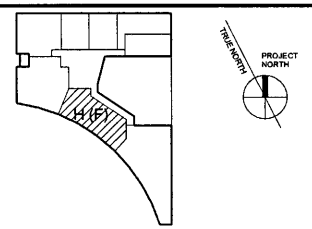
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS.

NOTED DIMENSIONS REFLECT AVERAGE INTERIOR DIMENSIONS OF SPACE.



2040 FREDERICK DOUGLASS BOULEVARD

UNIT H - 3RD-5TH FLOOR
UNIT F - 6TH FLOOR
3 BEDROOMS
3 BATHS
1,489 SF
0 SF EXTERIOR

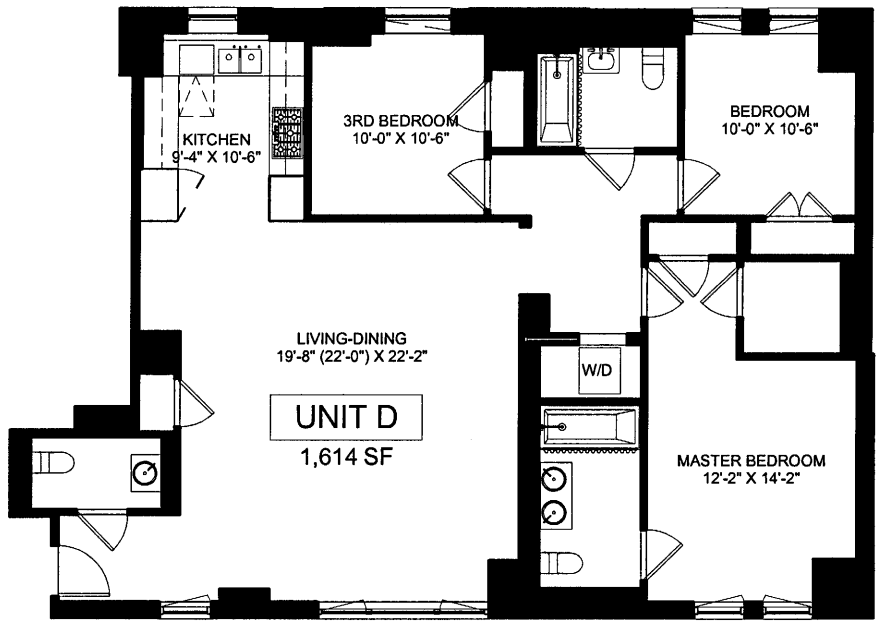


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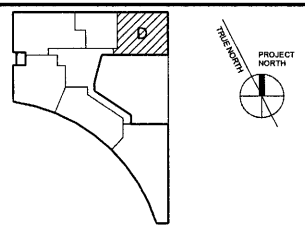
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS.

NOTED DIMENSIONS REFLECT AVERAGE INTERIOR DIMENSIONS OF SPACE.



2040 FREDERICK DOUGLASS BOULEVARD

UNIT D - 6TH-7TH FLOOR
3 BEDROOMS
2.5 BATHS
1,614 SF
0 SF EXTERIOR

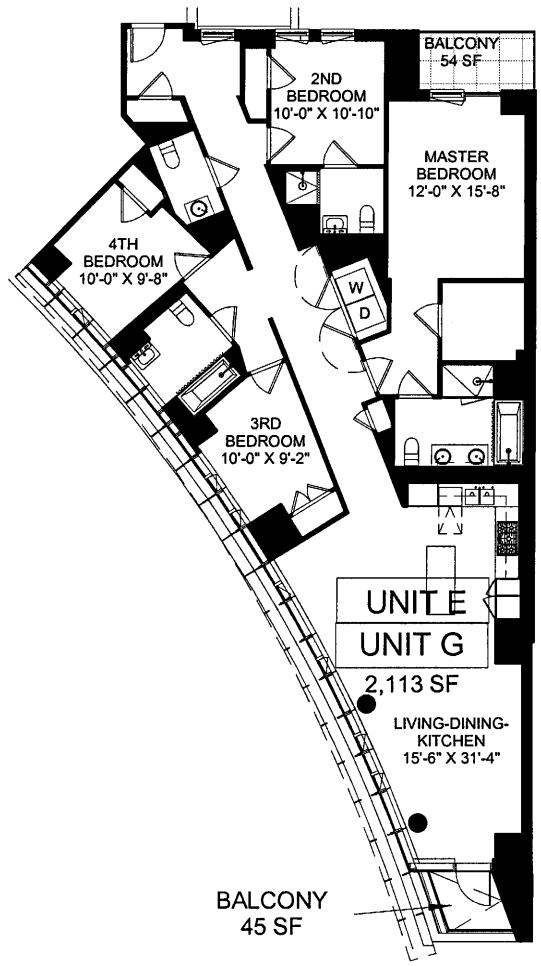


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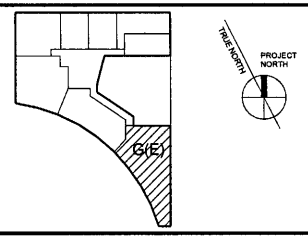
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS.

NOTED DIMENSIONS REFLECT AVERAGE INTERIOR DIMENSIONS OF SPACE.



2040 FREDERICK DOUGLASS BOULEVARD

UNIT G - 3RD-5TH FLOOR
UNIT E - 6TH-7TH FLOOR
4 BEDROOMS
3.5 BATHS
2,113 SF
99 SF EXTERIOR

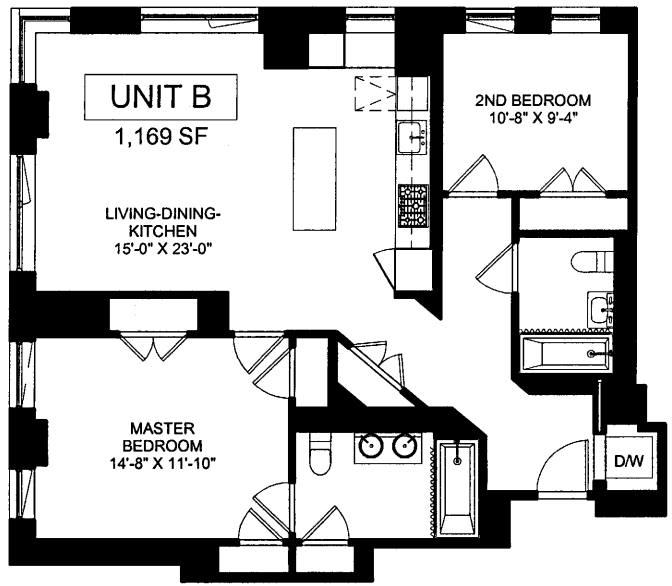


0 4' 8' 12'

1/16"=1'-0"

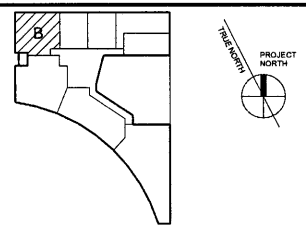
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS.

NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.



2040 FREDERICK DOUGLASS BOULEVARD

UNIT B - 3RD-5TH FLOOR
2 BEDROOMS
2 BATHS
1,169 SF
0 SF EXTERIOR

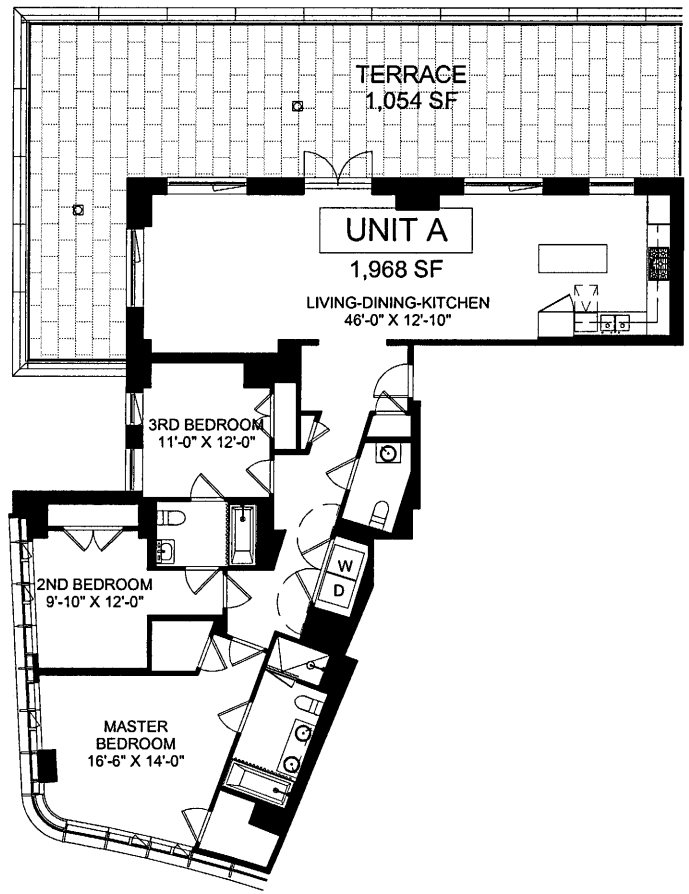


0 4' 8' 12'

3/32"=1'-0"

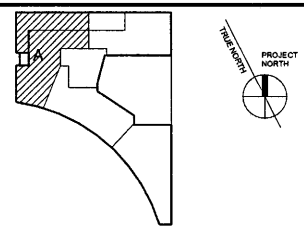
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS.

NOTED DIMENSIONS REFLECT AVERAGE INTERIOR DIMENSIONS OF SPACE.



2040 FREDERICK DOUGLASS BOULEVARD

UNIT A - 8TH FLOOR
3 BEDROOMS
2.5 BATHS
1,968 SF
1,054 SF EXTERIOR

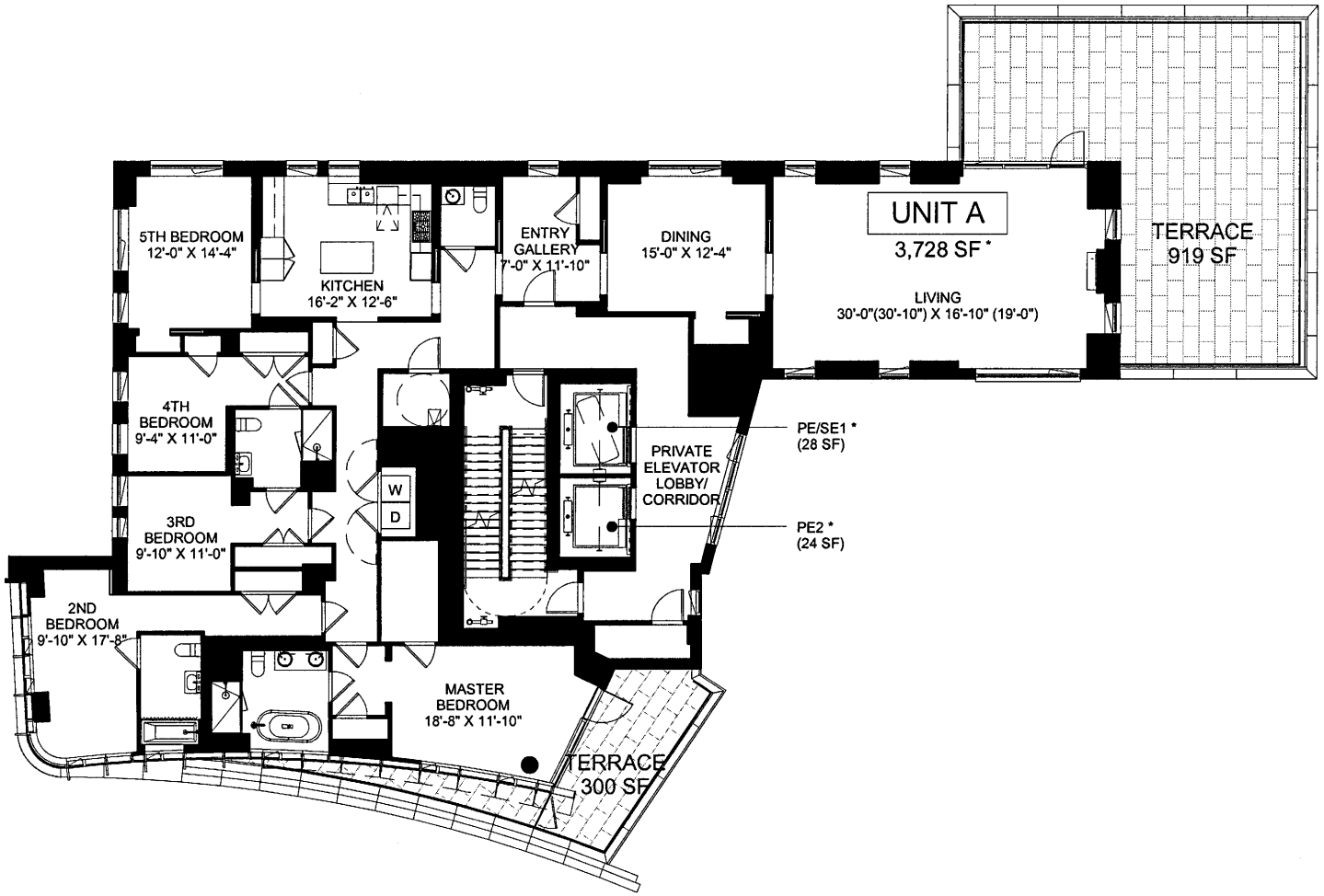


0 4' 8' 16'

1/16"=1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS.

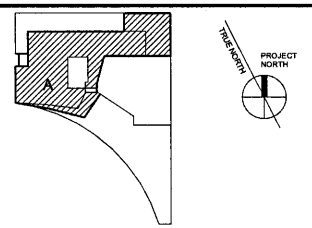
NOTED DIMENSIONS REFLECT AVERAGE INTERIOR DIMENSIONS OF SPACE.



* ELEVATORS INCLUDED IN SQUARE FOOTAGE MEASUREMENT, MEASURED TO INSIDE FACE OF ALL ELEVATOR FINISHES.

2040 FREDERICK DOUGLASS BOULEVARD

UNIT A - 11TH FLOOR
5 BEDROOMS
3.5 BATHS
3,728 SF
1,219 SF EXTERIOR

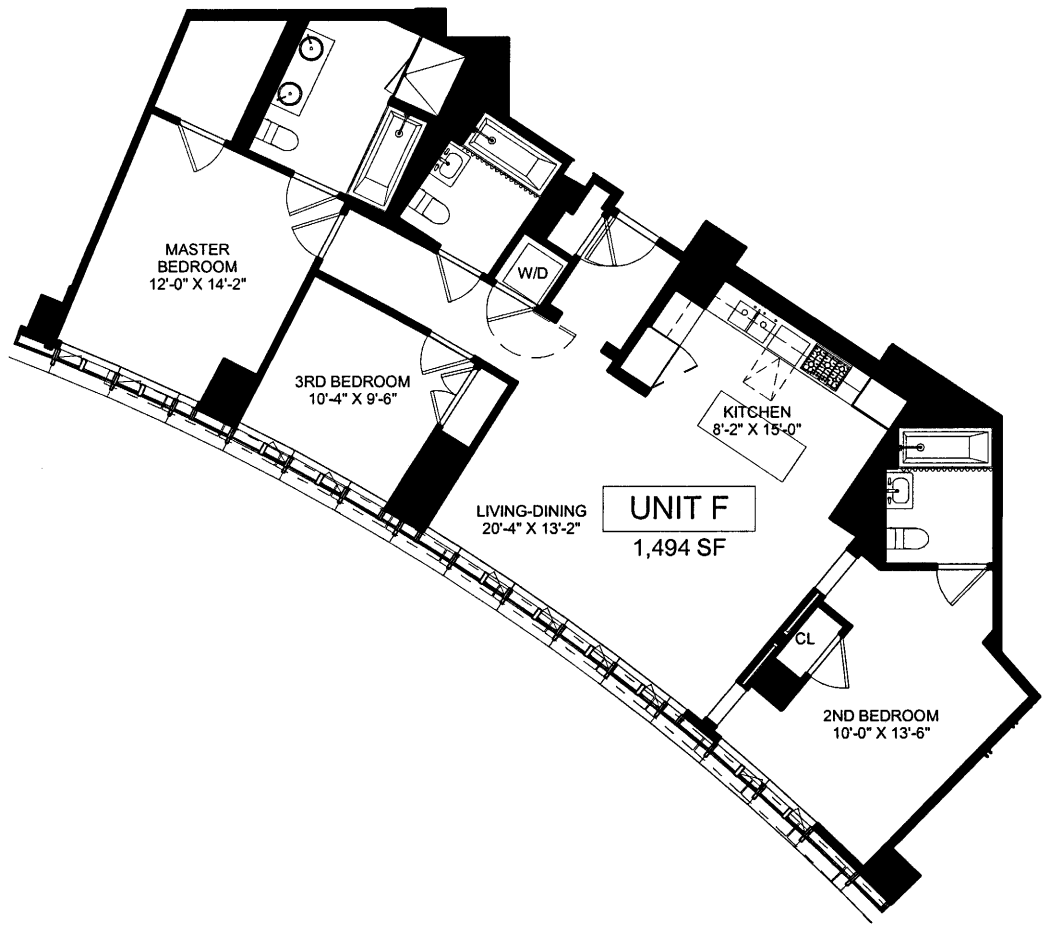


0 4' 8' 16'

1/16"=1'-0"

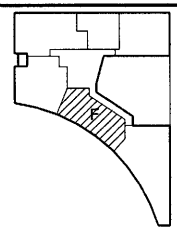
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS.

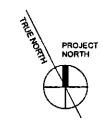
NOTED DIMENSIONS REFLECT AVERAGE INTERIOR DIMENSIONS OF SPACE.



2040 FREDERICK DOUGLASS BOULEVARD

UNIT F - 7TH FLOOR
3 BEDROOMS
3 BATHROOMS
1,494 SF
0 SF EXTERIOR



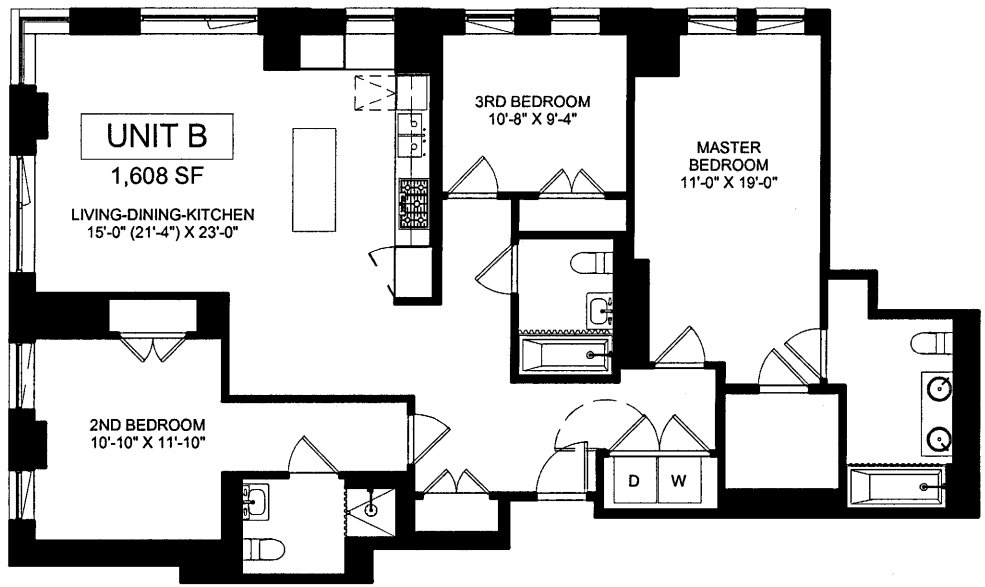




3/32"=1'-0"

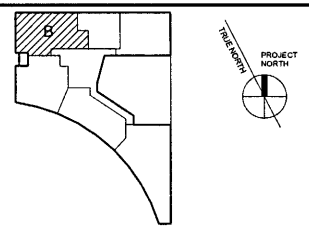
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS.

NOTED DIMENSIONS REFLECT AVERAGE INTERIOR DIMENSIONS OF SPACE.



2040 FREDERICK DOUGLASS BOULEVARD

UNIT B - 6TH-7TH FLOOR
3 BEDROOMS
3 BATHS
1,608 SF



0 4' 8' 12'

3/32"=1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS.

NOTED DIMENSIONS REFLECT AVERAGE INTERIOR DIMENSIONS OF SPACE.

Exhibit B

Schedule A

THE PROJECTIONS IN THIS SCHEDULE ASSUME THAT THE FIRST YEAR OF CONDOMINIUM OPERATION WILL BE FROM

[January 1, 2018 -December 31, 2018]

SCHEDULE A
[285 WEST 110TH STREET CONDOMINIUM]

Unit Number	Type of Unit	# of Bedrooms	# of Baths	Approximate Interior Area (sq. ft)	Approx. Exterior Area (sq. ft)	% of Interest in Residential Common Elements	% of Interest in Common Elements	Offering Price	Estimated Total Monthly Common Charges	Estimated Total Annual Common Charges	Estimated Annual Real Estate Taxes Assuming 421-a Benefits	Estimated Monthly Real Estate Taxes Assuming 421-a Benefits	Estimated Annual Real Estate Taxes Without 421-a Benefits	Estimated Monthly Real Estate Taxes Without 421-a Benefits	Estimated Monthly Carrying Charges With Real Estate Taxes Assuming 421-a Tax Benefits	Estimated Monthly Carrying Charges With Real Estate Taxes Assuming No 421-a Tax Benefits
2A	Market Rate	3	3	1596		2.1541%	1.9140%	$ 3,032,400	$ 1,893.00	$ 22,716.01	$ 2,179.44	$ 181.62	$ 28,243.56	$ 2,353.63	$ 2,074.62	$ 4,246.63
2B	421a Affordable	2	1	906		0.2710%	0.2341%	$ 381,526	$ 238.17	$ 2,858.05	$ 266.54	$ 22.21	$ 3,454.43	$ 287.87	$ 260.38	$ 526.04
2C	421a Affordable	0	1	553		0.1654%	0.1430%	$ 232,874	$ 145.37	$ 1,744.48	$ 162.93	$ 13.58	$ 2,110.85	$ 175.90	$ 158.95	$ 321.28
2D	421a Affordable	0	1	541		0.1618%	0.1384%	$ 227,821	$ 142.22	$ 1,706.63	$ 157.56	$ 13.13	$ 2,042.14	$ 170.18	$ 155.35	$ 312.40
2E	Market Rate	2	2	1043		1.3336%	1.1207%	$ 1,877,400	$ 1,171.98	$ 14,063.79	$ 1,276.07	$ 106.34	$ 16,537.62	$ 1,378.14	$ 1,278.32	$ 2,550.12
3A	Market Rate	3	3	1577		2.1845%	1.9396%	$ 3,075,150	$ 1,919.69	$ 23,036.25	$ 2,208.56	$ 184.05	$ 28,620.82	$ 2,385.07	$ 2,103.73	$ 4,304.76
3B	Market Rate	2	2	1169		1.2456%	1.1659%	$ 1,753,500	$ 1,094.64	$ 13,135.64	$ 1,327.61	$ 110.63	$ 17,204.11	$ 1,433.68	$ 1,205.27	$ 2,528.31
3C	Market Rate	1	1	647		0.6894%	0.6528%	$ 970,500	$ 605.84	$ 7,270.11	$ 743.39	$ 61.95	$ 9,633.19	$ 802.77	$ 667.79	$ 1,408.61
3D	Market Rate	1	1	655		0.7212%	0.6663%	$ 1,015,250	$ 633.78	$ 7,605.34	$ 758.69	$ 63.22	$ 9,832.63	$ 819.39	$ 697.00	$ 1,453.16
3E	421a Affordable	2	1	864		0.2585%	0.2238%	$ 363,839	$ 227.13	$ 2,725.55	$ 254.73	$ 21.23	$ 3,301.70	$ 275.14	$ 248.36	$ 502.27
3F	421a Affordable	1	1	655		0.1962%	0.1697%	$ 276,248	$ 172.45	$ 2,069.40	$ 193.26	$ 16.11	$ 2,503.96	$ 208.66	$ 188.56	$ 381.11
3G	Market Rate	4	3.5	2113	99	3.2111%	2.6828%	$ 4,520,460	$ 2,821.93	$ 33,863.21	$ 3,054.89	$ 254.57	$ 39,588.86	$ 3,299.07	$ 3,076.51	$ 6,121.01
3H	Market Rate	3	3	1489		2.0097%	1.8347%	$ 2,829,100	$ 1,766.09	$ 21,193.07	$ 2,089.11	$ 174.09	$ 27,073.38	$ 2,256.11	$ 1,940.18	$ 4,022.20
4A	Market Rate	3	3	1577		2.2405%	1.9894%	$ 3,154,000	$ 1,968.91	$ 23,626.92	$ 2,265.33	$ 188.78	$ 29,356.42	$ 2,446.37	$ 2,157.69	$ 4,415.28
4B	Market Rate	2	2	1169		1.2664%	1.2027%	$ 1,782,725	$ 1,112.88	$ 13,354.57	$ 1,369.48	$ 114.12	$ 17,747.93	$ 1,478.99	$ 1,227.00	$ 2,591.87
4C	Market Rate	1	1	647		0.7009%	0.6632%	$ 986,675	$ 615.94	$ 7,391.28	$ 755.20	$ 62.93	$ 9,786.06	$ 815.50	$ 678.87	$ 1,431.44
4D	Market Rate	1	1	655		0.7328%	0.6761%	$ 1,031,625	$ 644.00	$ 7,728.00	$ 769.83	$ 64.15	$ 9,976.50	$ 831.38	$ 708.15	$ 1,475.38
4E	421a Affordable	2	1	864		0.2585%	0.2238%	$ 363,839	$ 227.13	$ 2,725.55	$ 254.73	$ 21.23	$ 3,301.70	$ 275.14	$ 248.36	$ 502.27
4F	421a Affordable	1	1	655		0.1962%	0.1697%	$ 276,248	$ 172.45	$ 2,069.40	$ 193.26	$ 16.11	$ 2,503.96	$ 208.66	$ 188.56	$ 381.11
4G	Market Rate	4	3.5	2113	99	3.2876%	2.7496%	$ 4,628,090	$ 2,889.12	$ 34,669.48	$ 3,130.99	$ 260.92	$ 40,574.77	$ 3,381.23	$ 3,150.04	$ 6,270.35
4H	Market Rate	3	3	1489		2.0626%	1.8819%	$ 2,903,550	$ 1,812.56	$ 21,750.78	$ 2,142.93	$ 178.58	$ 27,770.06	$ 2,314.17	$ 1,991.14	$ 4,126.74
5A	Market Rate	3	3	1577		2.2965%	2.0387%	$ 3,232,850	$ 2,018.13	$ 24,217.60	$ 2,321.43	$ 193.45	$ 30,083.31	$ 2,506.94	$ 2,211.59	$ 4,525.08
5B	Market Rate	2	2	1169		1.2871%	1.2402%	$ 1,811,950	$ 1,131.12	$ 13,573.50	$ 1,412.16	$ 117.68	$ 18,300.88	$ 1,525.07	$ 1,248.80	$ 2,656.20
5C	Market Rate	1	1	647		0.7124%	0.6735%	$ 1,002,850	$ 626.04	$ 7,512.45	$ 767.01	$ 63.92	$ 9,939.06	$ 828.25	$ 689.95	$ 1,454.29
5D	Market Rate	1	1	655		0.7445%	0.6871%	$ 1,048,000	$ 654.22	$ 7,850.67	$ 782.31	$ 65.19	$ 10,138.49	$ 844.87	$ 719.42	$ 1,499.10
5E	421a Affordable	2	1	864		0.2585%	0.2238%	$ 363,839	$ 227.13	$ 2,725.55	$ 254.73	$ 21.23	$ 3,301.70	$ 275.14	$ 248.36	$ 502.27
5F	421a Affordable	1	1	655		0.1962%	0.1697%	$ 276,248	$ 172.45	$ 2,069.40	$ 193.26	$ 16.11	$ 2,503.96	$ 208.66	$ 188.56	$ 381.11
5G	Market Rate	4	3.5	2113	99	3.3640%	2.8165%	$ 4,735,720	$ 2,956.31	$ 35,475.74	$ 3,207.08	$ 267.26	$ 41,560.68	$ 3,463.39	$ 3,223.57	$ 6,419.70
5H	Market Rate	3	3	1489		2.1154%	1.9285%	$ 2,978,000	$ 1,859.04	$ 22,308.49	$ 2,195.94	$ 183.00	$ 28,457.89	$ 2,371.49	$ 2,042.04	$ 4,230.53
6A	Market Rate	3	3	1577		2.3525%	2.0891%	$ 3,311,700	$ 2,067.36	$ 24,808.27	$ 2,378.87	$ 198.24	$ 30,827.77	$ 2,568.98	$ 2,265.60	$ 4,636.34
6B	Market Rate	3	3	1608		2.3131%	1.9707%	$ 3,256,200	$ 2,032.71	$ 24,392.51	$ 2,243.99	$ 187.00	$ 29,079.68	$ 2,423.31	$ 2,219.71	$ 4,456.02
6C	421a Affordable	2	1	851		0.2546%	0.2235%	$ 358,365	$ 223.71	$ 2,684.54	$ 254.46	$ 21.21	$ 3,297.94	$ 274.83	$ 244.92	$ 498.54
6D	Market Rate	3	2.5	1614		2.3217%	2.0585%	$ 3,268,350	$ 2,040.29	$ 24,483.53	$ 2,343.98	$ 195.33	$ 30,375.62	$ 2,531.30	$ 2,235.63	$ 4,571.60
6E	Market Rate	4	3.5	2113	99	3.4405%	2.9187%	$ 4,843,350	$ 3,023.50	$ 36,282.01	$ 3,323.44	$ 276.95	$ 43,068.79	$ 3,589.07	$ 3,300.45	$ 6,612.57
6F	Market Rate	3	3	1489		2.1683%	1.9757%	$ 3,052,450	$ 1,905.52	$ 22,866.20	$ 2,249.76	$ 187.48	$ 29,154.57	$ 2,429.55	$ 2,093.00	$ 4,335.06
7A	Market Rate	3	3	1577		2.4085%	2.1384%	$ 3,390,550	$ 2,116.58	$ 25,398.94	$ 2,434.97	$ 202.91	$ 31,554.65	$ 2,629.55	$ 2,319.49	$ 4,746.13
7B	Market Rate	3	3	1608		2.3702%	2.0208%	$ 3,336,600	$ 2,082.90	$ 24,994.80	$ 2,301.03	$ 191.75	$ 29,820.25	$ 2,485.02	$ 2,274.65	$ 4,567.92
7C Super Unit	Market Rate	2	1	851		0.9672%	0.9427%	$ 1,361,600	$ 849.99	$ 10,199.88	$ 1,073.41	$ 89.45	$ 13,910.87	$ 1,159.24	$ 939.44	$ 2,009.23
7D	Market Rate	3	2.5	1614		2.3790%	2.0435%	$ 3,349,050	$ 2,090.67	$ 25,088.06	$ 2,326.93	$ 193.91	$ 30,154.71	$ 2,512.89	$ 2,284.58	$ 4,603.56
7E	Market Rate	4	3.5	2113	99	3.5170%	3.1890%	$ 4,950,980	$ 3,090.69	$ 37,088.28	$ 3,631.19	$ 302.60	$ 47,057.78	$ 3,921.48	$ 3,393.29	$ 7,012.17
7F	Market Rate	3	3	1494		2.2212%	2.0291%	$ 3,126,900	$ 1,951.99	$ 23,423.92	$ 2,310.56	$ 192.55	$ 29,942.65	$ 2,495.22	$ 2,144.54	$ 4,447.21
8A	Market Rate	3	2.5	1968	1054	3.9042%	3.4741%	$ 5,496,080	$ 3,430.97	$ 41,171.68	$ 3,955.97	$ 329.66	$ 51,265.67	$ 4,272.14	$ 3,760.64	$ 7,703.11
8B	Market Rate	3	3	1814	587	3.2936%	2.7817%	$ 4,636,500	$ 2,894.37	$ 34,732.48	$ 3,167.49	$ 263.96	$ 41,047.73	$ 3,420.64	$ 3,158.33	$ 6,315.02
8C	Market Rate	4	3	2126	2254	4.6778%	4.2191%	$ 6,585,170	$ 4,110.85	$ 49,330.16	$ 4,804.18	$ 400.35	$ 62,258.95	$ 5,188.25	$ 4,511.19	$ 9,299.09
9A	Market Rate	5	4.5	3348	739	6.2118%	5.7883%	$ 8,744,640	$ 5,458.91	$ 65,506.96	$ 6,590.92	$ 549.24	$ 85,413.79	$ 7,117.82	$ 6,008.16	$ 12,576.73
9B	Market Rate	4	3	1797	120	3.0144%	2.6750%	$ 4,243,500	$ 2,649.04	$ 31,788.48	$ 3,046.03	$ 253.84	$ 39,473.71	$ 3,289.48	$ 2,902.88	$ 5,938.52
10A	Market Rate	5	4.5	2771	550	5.3117%	4.8055%	$ 7,477,500	$ 4,667.89	$ 56,014.69	$ 5,472.01	$ 456.00	$ 70,912.14	$ 5,909.34	$ 5,123.89	$ 10,577.24
10B	Market Rate	4	3	1797	120	3.0799%	2.7120%	$ 4,335,750	$ 2,706.63	$ 32,479.53	$ 3,088.17	$ 257.35	$ 40,019.81	$ 3,334.98	$ 2,963.98	$ 6,041.61
11A	Market Rate	5	3.5	3728	1219	7.4708%	6.4602%	$ 10,516,917	$ 6,565.27	$ 78,783.26	$ 7,356.05	$ 613.00	$ 95,328.56	$ 7,944.05	$ 7,178.28	$ 14,509.32
Sub Totals				**70,004**	**7,138**	**100.0000%**	**88.7355%**	**$140,774,428**	**$ 87,879.59**	**$ 1,054,555.07**	**$ 101,041.88**	**$ 8,420.16**	**$ 1,309,416.24**	**$ 109,118.02**	**$ 96,299.75**	**$ 196,997.61**
Commercial	Commercial			11,540	-		5.2526%	Not For Sale	$ 729.17	$ 8,750.00	$ 8,633.37	$ 719.45	$ 61,703.20	$ 5,141.93	$ 1,448.61	$ 5,871.10
Community	Community			9,397	-		1.8963%	Not For Sale	$ 337.50	$ 4,050.00	$ 3,116.69	$ 259.72	$ 22,275.39	$ 1,856.28	$ 597.22	$ 2,193.78
Parking	Parking			10,893			3.5013%	Not For Sale	$ 462.50	$ 5,550.00	$ 3,173.79	$ 264.48	$ 41,129.98	$ 3,427.50	$ 726.98	$ 3,890.00
Amenity	Amenity			6,500			0.6143%	Not For Sale	$ 937.50	$ 11,250.00	$ 1,009.66	$ 84.14	$ 7,215.76	$ 601.31	$ 1,021.64	$ 1,538.81
Sub Total				**38,330**	**-**		**11.2645%**		**$ 2,466.67**	**$ 29,600.00**	**$ 15,933.50**	**$ 1,327.79**	**$ 132,324.33**	**$ 11,027.03**	**$ 3,794.46**	**$ 13,493.69**
Totals				**108,334**	**7,138**		**100.0000%**	**$140,774,428**	**$ 90,346.26**	**$ 1,084,155.07**	**$ 116,975.38**	**$ 9,747.95**	**$ 1,441,740.57**	**$ 120,145.05**	**$ 100,094.20**	**$ 210,491.30**

77,142 0.668058
115,472

Exhibit C

Schedule B, Footnotes to Schedule B

2040 Frederick Douglass Boulevard
Schedule B

	Total Costs
INCOME	
Residential Unit Common Charges	$1,054,555.07
Commercial Unit Common Charges	$8,750.00
Parking	$5,550.00
Amenity	$11,250.00
Community Facility	$4,050.00
TOTAL	**$1,084,155.07**

	Total Costs	Residential Cost	Commercial Cost	Parking Cost	Amenity Cost	Community Facility Cost
EXPENSES						
Superintendent & Maintenance Staff Salaries	$125,000.00	$121,750.00	$1,000.00	$750.00	$1,250.00	$250.00
Fulltime Doorman	$250,000.00	$249,500.00	$0.00	$0.00	$500.00	$0.00
Super Unit	$73,196.07	$70,696.07	$750.00	$500.00	$1,000.00	$250.00
Heating	$61,600.00	$59,600.00	$500.00	$0.00	$1,000.00	$500.00
Electricity	$138,600.00	$136,100.00	$0.00	$0.00	$2,500.00	$0.00
Cooking Gas	$8,400.00	$8,400.00	$0.00	$0.00	$0.00	$0.00
Water & Sewer	$36,404.00	$33,554.00	$1,500.00	$300.00	$750.00	$300.00
Maintenance/Repairs/Enironmental Maintenance	$95,000.00	$93,000.00	$1,000.00	$500.00	$250.00	$250.00
Elevator Maintenance & Repairs	$35,000.00	$33,000.00	$500.00	$1,000.00	$500.00	$0.00
Supplies/Cleaning/Exterminating	$15,000.00	$14,000.00	$500.00	$0.00	$250.00	$250.00
Insurance	$46,215.00	$43,215.00	$750.00	$750.00	$1,500.00	$0.00
Management Fee	$40,000.00	$37,500.00	$1,000.00	$500.00	$500.00	$500.00
Legal	$10,000.00	$9,000.00	$250.00	$250.00	$250.00	$250.00
Accounting	$15,000.00	$14,000.00	$250.00	$250.00	$250.00	$250.00
Cooling Tower	$28,740.00	$28,240.00	$0.00	$0.00	$0.00	$500.00
Capital Reserve	$106,000.00	$103,000.00	$750.00	$750.00	$750.00	$750.00
TOTAL	**$1,084,155.07**	**$1,054,555.07**	**$8,750.00**	**$5,550.00**	**$11,250.00**	**$4,050.00**

FOOTNOTES TO SCHEDULE B

1. Residential Condominium Common Charges (Budget – $1,054,555.07)

   The Condominium's projected expenses for the first year of operation pertaining to the Residential Units represent the Residential Units' share of the Residential Common Expenses and the Residential Units' share of General Common Expenses. The Common Charges projected herein are based upon estimated expenses for the twelve (12) month period commencing January 1, 2018.

   If the projected date of commencement of Condominium Operation is delayed by more than six (6) months from the projected budget year in the Offering Plan, the Plan will be amended to include a revised budget disclosing the current projections. If such amended projections exceed the original projections by twenty-five (25%) percent or more, Sponsor will offer all Purchasers the right, for a period of fifteen (15) days, to rescind their Purchase Agreements and have their deposits refunded, with any interest earned thereon.

   The amount of the total Residential Common Charges is the estimated income needed to pay that share of the Common Expenses which is reasonably attributable to the Residential Units.

2. Commercial Unit Common Charges (Budget – $8,750)

   The Commercial Unit Common Charges is the estimated income needed to pay the General Common Expenses reasonably attributable to the Commercial Unit. See below for further disclosure.

   As of the Filing Date, Sponsor has not leased the Commercial Unit. Sponsor reserves the right to lease or sell the Commercial Unit at any point in the future, but makes no representation as to the future use of the Commercial Unit. In the event that Sponsor leases or sells the Commercial Unit, Sponsor shall retain all income generated from such lease for its own account. No portion of any income generated by, or in, the Commercial Unit shall be paid over to the Condominium. Sponsor also reserves the right to sell the Commercial Unit. The laundry room, bicycle room and residential storage room are in the Commercial Unit which shall be owned by the Sponsor. All income generated from the laundry or storage will be retained by the Commercial Unit Owner and will not go to the Condominium Board. The Building super and Building staff will be in charge of care and maintenance of the laundry room, storage room and bicycle room. The retail space and laundry room in the Commercial Unit will be separately metered.

3. Parking Unit Common Charges (Budget – $5,550)

The Parking Unit Common Charges is the estimated income needed to pay the General Common Expenses reasonably attributable to the Parking Unit. See below for further disclosure.

As of the Filing Date, Sponsor has not leased the Parking Unit. Sponsor reserves the right to lease, sell, or license the Parking Unit at any point in the future, has the right to operate in any way in compliance with applicable law, and makes no representation as to the future use of the Parking Unit. In the event that Sponsor leases or sells the Parking Unit, Sponsor shall retain all income generated from such lease for its own account. Sponsor also reserves the right to sell the Parking Unit. No portion of any income generated by, or in, the Parking Unit shall be paid over to the Condominium.

4. Amenity Unit Common Charges (Budget – $11,250)

The Amenity Unit Common Charges is the estimated income needed to pay the General Common Expenses reasonably attributable to the Amenity Unit. See below for further disclosure.

As of the Filing Date, Sponsor has not leased the Amenity Unit. Sponsor reserves the right to lease the Amenity Unit at any point in the future, but makes no representation as to the future use of the Amenity Unit. In the event that Sponsor leases the Amenity Unit, Sponsor shall retain all income generated from such lease for its own account. No portion of any income generated by, or in, the Amenity Unit shall be paid over to the Condominium. The Building super and Building staff will be in charge of care and maintenance of the spaces in the Amenity Unit. Sponsor may also sell the Amenity Unit to the Condominium at any time, at which point, Condominium will be responsible for all costs. The Amenity Unit will have a separate electric meter.

5. Community Facility Unit Common Charges (Budget – $4,050)

The Community Facility Unit Common Charges is the estimated income needed to pay the General Common Expenses reasonably attributable to the Community Facility Unit. See below for further disclosure.

As of the Filing Date, Sponsor has not leased the Community Facility Unit. Sponsor reserves the right to lease the Community Facility Unit at any point in the future, but makes no representation as to the future use of the Community Facility Unit. In the event that Sponsor leases the Community Facility Unit, Sponsor shall retain all income generated from such lease for its own account. Sponsor also reserves the right to sell the Community Facility Unit. No portion of any income generated by, or in, the Community Facility Unit shall be paid over to the Condominium. The Community Facility Space will be separately electrically metered and have its own elevator. The Community Facility Unit will be provided heating and cooling from the cooling tower and hot water from the Building's boiler. These costs are budgeted for in this line item.

6. Superintendant and Maintenance Staff Salaries (Budget - $125,000)

The budget includes provision for one (1) superintendent who will work Monday through Friday during normal business hours, and who will be available seven (7) days per week. The superintendent will be in charge of regular maintenance, repairs, and other services usually performed by a superintendent on the common elements. It also includes provision for one part time weekday porter. The cost attributed to these services includes all withholding taxes, vacation and sick benefits, required payroll taxes, deductions, and any government mandated labor costs. Only the superintendent will receive paid vacation benefits. The employees will not be union employees. The breakdown of salaries and benefits, including healthcare, is as follows:

Position	Time	Annual Cost
Porter	One Part Time	$ 45,000.00
Superintendent	One Full time	$ 80,000.000
Total Labor Costs		$ 125,000.00

This level of staffing complies with applicable housing and labor laws.

The Commercial Unit will make an approximately .8% contribution to this budget line item, the Parking Unit will make an approximately .6% contribution to this budget line item, the Amenity Unit will make an approximately 1% contribution to this budget line item, and the Community Facility Unit will make an approximately .2% contribution to this budget line item, based on anticipated utilization of the Building staff's services.

7. Fulltime Doormen (Budget- $250,000)

The budget includes provision for five (5) fulltime doormen who will work Sunday through Saturday, 24 hours a day. The cost attributed to these services includes all withholding taxes, vacation and sick benefits, required payroll taxes, deductions, and any government mandated labor costs. Only full time labor will receive paid vacation benefits. The Amenity Unit will make an approximately .2% contribution to this budget line item, based on anticipated utilization of the Building staff's services.

Position	Time	Annual Cost
Doormen	Full Time	$250,000

8. Superintendent's Unit (Budget- $73,200)

For a period of two years commencing as of the First Unit Closing, the Condominium Board (on behalf of all Unit Owners) will have the right to purchase Residential Unit 7C for use by the superintendent. It is anticipated that the entire purchase price of the superintendent's Unit Costs will be financed by an institutional lender at the prevailing interest rates in effect at the time. In addition to the costs attributable to

the mortgage, which would be collected from Unit Owners as a Common Expense, there will be a one-time only payment for the closing costs and 30.00% down payment, paid by the Board from contributions made by Purchasers, other than 421-a Affordable Purchasers, at Closing (See **Schedule A-1** located in Part I of this Plan).

The Board will pay rent to the Sponsor for the first two years of Condominium operation (unless the Unit is purchased by the Board) in the amount of $6,100 per month, starting from First Unit Closing. This rent will cover Common Charges and real estate taxes for the Unit. If the Board decides to purchase the Unit at a point during the first two years of Condominium operation, the purchase price will be $ 1,534,693. During the first year of Condominium operation Common Charges are estimated to be $6,103 and real estate taxes are estimated to be $327. Sponsor makes no representation as the Common Charges or real estate taxes after the first year of Condominium operation. Provided that all of the contributions to the down payment and Closing costs are made, as provided on **Schedule A-1**, Sponsor anticipates, but does not guaranty, that the Board's purchase of the Super's Unit will not change the budget for the superintendent's Unit. If the Board does not purchase the Unit, the Board will keep the deposits~~.~~, to be used in the Board's discretion. Sponsor reserves the right at its discretion, to change unit of which super resides from 7C to another unsold unit or unit not under contract or eliminate super unit altogether.

Total annual cost of rent in the first year of Condominium operations will be will be $73,196.07 per year.

The Commercial Unit will make an approximately 1.02% contribution to this budget line item, the Parking Unit will make an approximately .68% contribution to this budget line item, the Amenity Unit will make an approximately 1.37% contribution to this budget line item, and the Community Facility Unit will make an approximately .34% contribution to this budget line item, based on anticipated utilization of the Building staff's services.

9. Heating (Budget - $61,600.00)

The budget amount based upon a letter dated, January 9, 2015 from Ettinger Engineering Associates, 505 Eighth Avenue, New York, New York 10018, which estimates the cost at $61,600 for usage of 44,000 therms for heat and domestic hot water. The average cost per the letter is $1.40 per therm (which includes sales tax). The usage estimated by Ettinger Engineering Associates is for the entire residential and amenity portion including public spaces serving the residential portion of the building. The Commercial, Parking and Community Facility Units will be separately metered for heat and air conditioning but will use the cooling tower for heat. Heating of the laundry room is included in this line item. The system for heat, air conditioning and hot water runs off of natural gas and electricity.

The projected rates set forth above are based on current rates of Con Edison. It is not possible to predict how closely the budgets figure will reflect the actual expenses for gas to be incurred during the first year of Condominium Operation, in part because

such expenses will vary with the level of consumption applicable to 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. However, no budget item is warranted.

The Commercial Unit will make an approximately .8% contribution to this budget line item~~;~~. The Amenity Unit will make an approximately 1.62% contribution to this budget line item. Residential Units 8A, 8C, 9A, 10A and 11A will have heating that will be provided by heating units within their apartment and not from the cooling tower. However, Residential Units 8A, 8C, 9A, 10A and 11A will also each pay for this budget line item as part of their Common Charges.

10. Electricity (Budget - $138,600.00)

The budget amount based upon a letter dated, January 9, 2015 from Ettinger Engineering Associates, 505 Eighth Avenue, New York, New York 10018, which estimates the cost at $138,600 (not including sales tax) for usage of 630,000 kilowatt hours per year with the average summer and winter rate of $.22 per kilowatt hour, for the cost of electricity for the Residential Common Elements and covers the operation of such items as elevators, cooling tower, boilers, heat exchangers, pumps, building motors, exhaust fans, and lighting for corridors and exterior, elevator lobbies, lighting for exterior tree pits, exterior and stairways. Electricity is provided by Consolidated Edison Company, (Con Edison) - a regulated company.

This item includes the cost of electricity supplied to the General Common Elements. The Parking, Commercial and Community Facility Units are separately metered for electricity. Each Unit Owner will pay the charges for all electricity furnished to his Unit, as measured by each separate meter, directly to the provider, as and when billed. Unit costs will be based on current tariffs. The estimated consumption and cost for Residential Unit Owners' units is also set forth in **Schedule B-1**. Note that all radiant heating in tile/other flooring or supplemenal electric heating will be at the ~~unit owner~~Unit Owner's expense~~.~~ and is not a Common Expense. The estimated cost of radiant heating is already included in the figures set forth in **Schedule B-1.**

The projected electric rate set forth above is based on the current rates. It is not possible to predict how closely the budgeted figure will reflect the actual expense for electricity 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 electricity, (which has in the past been highly volatile and unpredictable). Historically, electric rates have been steadily increasing and the cost of electricity 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. However, no budget item is warranted.

The Amenity Unit will make an approximately 1.8% contribution to this budget line item.

11. Cooking Gas (Budget- $8,400.00)

The budget amount based upon a letter dated, January 9, 2015 from Ettinger Engineering Associates, 505 Eighth Avenue, New York, New York 10018, which estimates the cost at $8,400 for usage of 6,000 therms for the Residential Units' cooking gas. The average cost per the letter is $1.40 per therm (which includes sales tax). The Commercial including the laundry, Community Facility and Parking Units will be separately metered for gas as needed.

The projected rates set forth above are based on current rates. It is not possible to predict how closely the budgets figure will reflect the actual expenses for gas to be incurred during the first year of Condominium Operation, in part because such expenses will vary with the level of consumption applicable to 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 of 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. However, no budget item is warranted.

12. Water and Sewer (Budget - $36,404.00)

The budget amount is based upon a letter dated, January 9, 2015 from Ettinger Engineering Associates, 505 Eighth Avenue, New York, New York 10018. Water for individual Unit use is supplied by the City of New York. Water supply will be master metered for all Residential and Amenity Units. The Laundry Room in the Commercial Unit will use water in this line item.

Charges for sewer use are proportional to the metered water consumption and will be allocated by the City of New York accordingly. It is understood that the water and sewer allocation for the Commercial, Community Facility and Parking Units will be separately metered.

The Commercial Unit will make an approximately 2.3% contribution to this budget line item, the Parking Unit will make an approximately .46% contribution to this budget line item, the Amenity Unit will make an approximately 1.15% contribution to this budget line item, and the Community Facility Unit will make an approximately .46% contribution to this budget line item.

13. Repairs, Maintenance and Environmental Maintenance (Budget - $95,000.00)

The budgeted figure for these items includes the cost of normal maintenance and repairs to the General Common Elements. The figure is based on the cost of maintenance in comparable mixed use buildings. Each Unit Owner will be responsible for the cost of interior maintenance, repairs, decoration and painting of his respective Unit, including the appliances. The cost for standard repairs is estimated to be $95,000.00 for the Condominium's first year of operation.

Please see body of the Plan for environmental and Brownfield considerations. In the event that yearly maintenance or additional expenditures are required due to the classification of the environmental cleanup, those expenses are budgeted in this line item.

The Commercial Unit will make an approximately 1.54% contribution to this budget line item, the Parking Unit will make an approximately .77% contribution to this budget line item, the Amenity Unit will make an approximately .38% contribution to this budget line item, and the Community Facility Unit will make an approximately .38% contribution to this budget line item.

14. Elevator Maintenance and Repairs (Budget- $35,000.00)

The budgeted figure represents the estimated annual cost of maintaining and repairing the building's residential elevators, and the elevators in the Parking, Commercial and Community Facility Units. Through the previous management experience of Kyrous Realty Group, 263 West 38th Street, Suite 15E, NY, NY 10018, $35,000 is a reasonable amount.

The Commercial Unit will make an approximately 1.43% contribution to this budget line item, the Parking Unit will make an approximately 2.86% contribution to this budget line item, the Amenity Unit will make an approximately 1.43% contribution to this budget line item.

15. Supplies, Cleaning and Exterminating (Budget - $15,000.00)

The budgeted figure represents the estimated annual cost of maintaining and repairing roofing, interior walls, exterior repairs, heating systems, plumbing, electrical work, exterminating, ground maintenance, janitor supplies and painting of common areas.

The Commercial Unit will make an approximately 3.33% contribution to this budget line item, the Amenity Unit will make an approximately 1.67% contribution to this budget line item, and the Community Facility Unit will make an approximately 1.67% contribution to this budget line item.

16. Insurance (Budget - $46,215.00)

The following insurance will be covering the Condominium for the first year of Condominium operation from Hub International Northeast, 100 Sunnyside Boulevard, Woodbury, New York 11797:

Item Covered	Coverage Amount Limit	Deductible
All Risk Coverage including Replacement Cost Coverage Agreed amount, no co-insurance	$23,000,000.00 $25,000 on	$5,000.00 - all perils except Flood & Earthquake
Comprehensive General Liability	$1,000,000.00 per occurrence $2,000,000.00 aggregate $1,000,000.00 products and completed operations $1,000,000.00 hired and non-owned auto $1,000,000.00 personal injury $100,000.00 fire damage legal liability	
Umbrella Liability	$50,000,000.00 per occurrence/aggregate	
Crime	$1,000,000 per occurrence limit	$10,000.00
Worker's Compensation	Statutory limits/coverages (based on 1 employee)	
Boiler & Machinery	$23,000,000 limit	$5,000.00/72 hr
Carriers	All "A" rated	

The estimated annual premium for the foregoing coverage is $46,215.00. It is not possible to predict future premiums. Although the projection is believed to be reasonable, no budget item is warranted.

The Commercial Unit will make an approximately 1.62% contribution to this budget line item, the Parking Unit will make an approximately 1.627% contribution to this budget line item, the Amenity Unit will make an approximately 3.25 contribution to this budget line item.

Sponsor will deliver a fire and liability binder or policy to the Board of Managers prior to or at the First Closing of a Unit. The premium will be financed and Sponsor will pay the initial installment of the premium, for which Sponsor shall be reimbursed one (1) year from and after the First Closing, without interest. Thereafter, the cost for such binder or policy will be paid by the Board (and shared by all Unit Owners as a

portion of the Common Charges). The proposed insurance coverage satisfies the requirements of the management agreement described below. The terms of the all-risk policy will provide that such Unit Owner is an additional insured and that there will be no cancellation without notice to the Board of Managers and Unit Owners. The policy will waive subrogation, invalidity because of the acts of the insured and Unit Owners, and any pro-rata reduction if additional Unit Owners obtain coverage.

Each individual Unit Owner should consider the desirability of obtaining additional insurance at his own cost covering (i) fire or casualty loss to the contents of his Unit and any replacements, additions, upgraded fixtures and improvements therein and (ii) liability for personal injury or property damage as a result of occurrences in his Unit.

17. Management Fees (Budget - $40,000.00)

At the First Closing, the Board of Managers will enter into a management agreement with K&R Realty Management, 316 West 118th Street, New York, NY 10026 for an initial term of one (1) year. This represents a fee of approximately $816 per Residential Unit.

The Commercial Unit will make an approximately 2.5% contribution to this budget line item, the Parking Unit will make an approximately 1.25% contribution to this budget line item, the Amenity Unit will make an approximately 1.25% contribution to this budget line item, and the Community Facility Unit will make an approximately 1.25% contribution to this budget line item.

18. Legal (Budget - $10,000.00)

Legal fees for the Condominium's first year of operation will be $25,000.00. This estimate is based on comparable services for similar condominiums of similar size and operation.

The Commercial Unit will make an approximately 1% contribution to this budget line item, the Parking Unit will make an approximately 1% contribution to this budget line item, the Amenity Unit will make an approximately 1% contribution to this budget line item, and the Community Facility Unit will make an approximately 1% contribution to this budget line item.

19. Accounting (Budget- $15,000.00)

Accounting fees for the Condominium's first year of operation will be $15,000.00 as per the letter of Samuel S Adlesberg & CO, CPA, 280 Northern Boulevard, Great Neck, NY 11021. This estimate is based on comparable services for similar condominiums of similar size and operation.

The Commercial Unit will make an approximately 1.67% contribution to this budget line item, the Parking Unit will make an approximately 1.67% contribution to this budget line item, the Amenity Unit will make an approximately 1.67% contribution to this budget line item, and the Community Facility Unit will make an approximately 1.67% contribution to this budget line item.

20. Cooling Tower (Budget- $28,740)

The cooling tower, while not separately metered for water consumption, will still be budgeted for separately based on a projected consumption of 300,000 cubic feet of water per year at a current rate of $.0958 per cubic foot for a total cost of $28,740. Cooling tower provides heat and cooling for all Residential Units other than Residential Units 8A, 8C, 9A, 10A and 11A which will have heating that will be provided by heating units within their apartment. The estimated consumption and cost of heating Residential Units 8A, 8C, 9A, 10A and 11A, which will run on electricity, is set forth in **Schedule B-~~1.~~ 1** and are calculatedin accordance with the same methodology used to calculate Common Charges for all Residential Unit Owners..However, Residential Units 8A, 8C, 9A, 10A and 11A will also each pay for this budget line item as part of their Common Charges.

21. Capital Reserve (Budget - $106,000)

This account is set up for maintenance, repair and replacement of major capital improvements.

The Commercial Unit will make an approximately .71% contribution to this budget line item, the Parking Unit will make an approximately .71% contribution to this budget line item, the Amenity Unit will make an approximately .71% contribution to this budget line item, and the Community Facility Unit will make an approximately .71% contribution to this budget line item.

22. Total Estimated Expenses Budget ($1,074,155.07)

The projections set forth in this budget assume that the first year of Condominium operation will cover the period from January 1, 2018 - December 31, 2018.

NOTE:

IN THE OPINION OF SPONSOR, THE PROJECTED INCOME IS ADEQUATE TO MEET THE ESTIMATED EXPENSES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION, ASSUMING SUCH FIRST YEAR TO BE THE YEAR COMMENCING JANUARY 1, 2018. THE FOREGOING BUDGET, HOWEVER, IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE BY ANYONE THAT THE ANNUAL COMMON CHARGES OR COMMON EXPENSES FOR THE FIRST OR ANY SUBSEQUENT YEAR OF OPERATION OF THE PROPERTY BY THE BOARD OF MANAGERS WILL BE AS SET FORTH IN SAID BUDGET.

IT IS LIKELY THAT THE ACTUAL INCOME AND EXPENSES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION WILL VARY FROM THE AMOUNTS SHOWN IN THE BUDGET. IN THE EVENT THAT THE ACTUAL OR ANTICIPATED DATE THAT CONDOMINIUM OPERATIONS WILL COMMENCE IS DELAYED BEYOND JULY 1, 2018 THEN IN SUCH EVENT, THIS PLAN WILL BE AMENDED TO REFLECT A REVISED BUDGET FOR THE FIRST YEAR OF CONDOMINIUM OPERATION. ADDITIONALLY, IN THE EVENT THAT THE REVISED BUDGET EXCEEDS THE ORIGINAL BUDGET BY MORE THAN TWENTY-FIVE (25%) PERCENT OR IN THE EVENT THAT THE COMMENCEMENT OF THE FIRST YEAR OF CONDOMINIUM OPERATION IS DELAYED BEYOND DECEMBER 31, 2018, THEN IN SUCH EVENT, PURCHASERS SHALL HAVE THE RIGHT TO RESCIND THEIR RESPECTIVE PURCHASE AGREEMENTS WITHIN FIFTEEN (15) DAYS FROM AND AFTER DELIVERY OF A COPY OF THE REVISED BUDGET TO SAID PURCHASER. IN THE EVENT THAT ANY PURCHASERS ELECT TO RESCIND THEIR RESPECTIVE PURCHASE AGREEMENTS PURSUANT TO THE FOREGOING PROVISIONS OF THIS PARAGRAPH, THEN IN SUCH EVENT, THE SPONSOR WILL REFUND THE DOWNPAYMENTS UNDER SAID RESCINDED CONTRACTS, TOGETHER WITH ALL INTEREST ACCRUED THEREON, TO THE PURCHASERS UNDER SAID RESCINDED CONTRACTS.

SPONSOR HAS RESERVED THE RIGHT TO ENTER INTO SERVICE, MAINTENANCE, EMPLOYMENT, CONCESSIONAIRE AND OTHER AGREEMENTS THAT WILL BE BINDING ON THE BOARD OF MANAGERS UPON COMMENCEMENT OF CONDOMINIUM OPERATION. HOWEVER, SPONSOR MAY NOT ENTER INTO ANY BINDING SERVICE, MAINTENANCE, EMPLOYMENT, CONCESSIONAIRE AND OTHER AGREEMENTS THAT WILL MATERIALLY INCREASE THE FIRST YEAR'S PROJECTED COMMON CHARGES OR THAT WILL BE BINDING ON THE BOARD FOR A PERIOD OF MORE THAN TWO (2) YEARS FROM THE COMMENCEMENT OF CONDOMINIUM OPERATION, UNLESS DISCLOSED IN AN AMENDMENT.

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Exhibit D

Description of Property and Specifications

243 Central Park North Condominium
2040 Frederick Douglass Blvd, New York, NY

ARCHITECT'S DESCRIPTION OF PROPERTY AND SPECIFICATIONS
21 May 2015
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A. Location of Property

(1) Address:.....2040 Frederick Douglass Boulevard, New York, NY 10026

(2) Block Number:.....1826
Lot Numbers:.....1

(3) Zoning District:.....R8A with C1-4 overlay

(4) Permissible Use:.....Residential (Zoning Use Group 2)
.....Non-Profit Institution (Zoning Use Group 4)
.....Retail (Zoning Use Group 6)

(5) Flood Zone:.....'Zone 'X', as per the FEMA National Flood Insurance Program and Rate Map (360497, Panel 0087 of 457) dated September 5, 2007 and December 5, 2013, the site is located in an area determined to be outside the 0.2% annual chance floodplain.

B. Status of Construction

(1) Construction of the building is expected to begin in 2015. It is anticipated that the first Condominium Unit will be substantially completed on or about December 2017, unless delayed by weather, strikes, lockouts, acts of God, shortages of, or inability to obtain materials, equipment or labor, governmental restrictions, approvals or preemption, damage by fire or the elements or any other cause over which the Sponsor has no control.

(2) Class of Construction: The Building will be classified as Class 1B (Non-Combustible) and will conform to all applicable regulations of the Building Code of the City of New York ("Building Code").The Department of Buildings has approved the new building plans for job number 121185671.

(3) Certificate of Occupancy: Prior to the first Condominium Unit closing, Sponsor will obtain a Temporary Certificate of Occupancy from the Department of Buildings of the City of New York ("Department of Buildings") for the Condominium Units which are to be closed. Sponsor will continue to extend the Temporary Certificate of Occupancy until a permanent Certificate of Occupancy is issued unless prevented from doing so by violations on the building which are the responsibility of the Condominium Association or its members. After completion of construction the Sponsor will apply for a Certificate of Occupancy for the Building from the Department of Buildings of the City of New York ("Department of Buildings").

(4) Where materials, appliances, equipment, fixtures and other construction and design materials and details are specified in this report and/or on the construction documents, the Sponsor has reserved the right, in all cases, to substitute in their place similar materials, appliances, equipment and/or fixtures of equivalent or better quality.

(5) The Condominium Association will have the responsibility and the obligation to maintain and service all equipment and common area installations at its own cost and expense and in accordance with all warrantees. Except as otherwise provided in the offering plan, such responsibility shall not inure to the Sponsor of the offering plan.

(6) The Sponsor will reserve any unused air development rights or any future air development right which may be granted by virtue of zoning changes.

(7) Building Permit Number is 121185671-01-NB

C. Site

(1) Location: The site is located to the Northeast of the Frederick Douglass Circle, opposite the Northwest corner of Central Park, on the Northwest side of the block limited North by W.111th street, South by Central Park North and West by Frederick Douglass Boulevard and the Frederick Douglass Circle in the Borough of Manhattan.

(2) Size: The lot is irregularly shaped with a frontage on West 111th street of 125.0', on Frederick Douglass Boulevard of 72.83', on Frederick Douglass Circle an arc of a length of 160.33', on Central Park North of 9.73', on the adjacent lot 171.83', with a total lot area of approximately 13,504 square-feet.

(3) Number and Use of Buildings: There will be one 11-story building with two below grade cellars and mechanical bulkheads above the main roof.

(i) The building upon completion of the work will include 49 Residential Condominium Units, one (1) commercial unit on the cellar & ground floors, one (1) Community facility on the ground, mezzanine, and second floors, an attendant Parking Unit on the sub-cellar, a residential amenity courtyard at the second level, residential private terraces at 8th, 9th, 10th, 11th levels and residential roof terrace, residential storage cages and bicycle storage in the cellar. Note, once the period of the deed restriction that determines the use of the community facility space has passed, these spaces may be changed to commercial use.

(4) Streets: There are no streets owned or maintained by the project. The building will have frontage on West 111thStreet, Frederick Douglass Boulevard, Central Park North and the main residential entrance located off of Frederick Douglass Circle. The streets are owned and maintained by the City of New York and is typical of New York City streets, paved with asphalt.

(i) The Commercial Unit will have frontage on Frederick Douglass Boulevard and W. 111th St., with entrances located on both streets.

(ii) The primary Community Facility unit will haves frontage on West 111th Street, Central Park North, with the main entrance off of Frederick Douglass Circle.

(iii) The secondary Community Facility will have frontage on West 111th Street.

(5) Sidewalks & Ramps: The existing sidewalk and curbs in front of the property will be replaced with new concrete sidewalk with steel-faced curbs in compliance with the requirements of the New York City Department of Transportation. The sidewalk will be pitched to drain to the gutter which drains to the New York City Sewer catch basins in the street roadbed.

(i) Two (2) new trees will be provided on West 111th Street and Nine (9) new trees will be will be provided along Frederick Douglass Circle. All trees that could be provided along Fredrick Douglass Boulevard are pending MTA approval.

(ii) Any street lighting will be provided by the City of New York.

(iii) The Condominium will be responsible for future repair and maintenance of the sidewalk, trees, and tree pits, including but not limited to, snow removal, cleaning and collection of loose litter or debris. The Condominium is also responsible for sweeping the gutter along the project frontage.

(iv) The project will include one new curb cut on West 111th Street for accessing the garage in the building.

(v) Existing curb cuts on Central Park North and Frederick Douglas Boulevard will remain. These curb cuts can be used for accessing the site for lawful purposes as determined by the City of New York including for pick up and drop off.

(6) Parking: There will be a parking garage on the sub-cellar of the building with independent entrance at W. 111th Street.

D. Utilities

(1) Utilities will enter the building below grade from West 11lth Street.

(2) Electricity: Consolidated Edison Company, Inc. (Con Ed) will supply to the building 120/208 volt, 3 phase, 4 wire secondary service bus with a main building meter (consumption and demand)and separate Condominium Unit meters located in the cellar "electrical meter room".

(3) Gas: Consolidated Edison Company, Inc. (Con Ed) will supply low pressure gas service with three (3) meters and provisions for one (1) future meter. One meter will be for the building heating and domestic hot water boilers, a second meter will be for domestic (condominium units) kitchen ranges, a third meter will be for common Laundry facilities and the future meter will be provided for the retail tenant. All Gas usage, both for common areas and for the individual Condominium Units, will be borne by the individual Condominium Association as part of the common expense for each Condominium Unit.

(4) Water:The building water service will connect to the City of New York public water main through one (1) 4-inch metered domestic service and one (1) 6-inch fire protection service in accordance with the New York City Department of Environmental Protection. The charges for water service provided to the building (including Condominium Units and in the public areas of the building) will be levied on the basis of a master city meter and borne by the Condominium Unit Owners as a Condominium common expense for each Condominium Unit. The Commercial Unit and Community Facility Unit will be separately sub-metered.

(5) Sewer:The building sanitary service and storm systems will connect to City of New York public combined sewer drainage system through one (1) 8-inch combined (storm and sewer) outflow pipes in accordance with the New York City Department of Environmental Protection. The charges for sewer service provided to the building (including Condominium Units and in the public areas of the building) will be levied on the basis of a master city meter and borne by the Condominium Association as part of the common expense for each Condominium Unit.

(6) Telephone: Fiber optic telephone service will be available to each Residential Condominium Unit through wiring provided from a main patch panel in the cellar to a single location within each residential Condominium Unit via a NID interface.

(i) Each residential Condominium Unit Owner will be responsible for arranging final connections, obtaining, a service account, for maintenance of wiring within the residential Condominium Unit, and for the cost of telephone use for their individual residential Condominium Unit.

(ii) The telephone charges with respect to the public areas of the building (such as the lobby attendant, elevator alarm, fire alarm, etc.) will be borne by the Condominium Association as part of the common expense for each Condominium Unit.

(7) Cable and/or Fiber Optic Television: Cable and/or Fiber Optic Television service will be available to each residential Condominium Unit through wiring provided from a central patch panel in the cellar to a single location within each residential Condominium Unit via a NID interface. Each residential Condominium Unit will have distribution wiring from that location to cable connectors in various locations within the residential Condominium Unit. Each residential Condominium Unit Owner will be responsible for arranging final connections, obtaining a service account, for maintenance of wiring within the residential Condominium Unit, and for the cost of cable television use for their individual residential Condominium Unit.

(i) The Building will not be equipped with a master television antenna system.

(8) Data Service: Each residential Condominium Unit will have distribution wiring designed for data transmission from a single Unit entry location to various locations within the residential Condominium Unit. Each residential Condominium Unit Owner will be responsible for arranging final connections, obtaining a service account, for maintenance of wiring with the residential Condominium Unit, and for the cost of operation and service use for their individual residential Condominium Unit.

E. Sub-Surface Conditions

(1) The site at 2040 Frederick Douglass Boulevard in New York, New York was previously occupied by a BP Gas Station and convenience store building. Sidewalk grades surrounding the building range from approximately el +46.0 to el +50.6 as established grades referring to NAVD 1988 Datum which is 1.65 below the Borough of Manhattan Topographical Bureau Datum.

(2) A subsurface investigation program consisting of six (6) test borings was completed in accordance with the NYC Building Code. These borings were completed between April 9 and 17, 2014. The subsurface soil profile primarily consists of fill underlain by sand, silt and clay.

(3) Due to results of on-site monitoring wells installed in Boring B-3, it was determined that it may not be indicative of the actual groundwater conditions. Therefore based on groundwater measurements obtained by Sponsor's Environmental Consultant, Environmental Business Consultants in 10 wells on April 15 and 30, 2014, the groundwater depth varied from approximately 29 to 40 feet, corresponding to el. +10 to +22 feet. However, it typically varied from approximately 33 to 39 feet, corresponding to el. +12 to +18 feet. The cellar slabs and below grade walls will be waterproofed to minimize groundwater infiltration.

(4) The building loads can be supported on a mat foundation. The recommended maximum allowable bearing capacity is 3.0 tons per square foot. A modulus of subgrade reaction of 50 pci is recommended.

(5) The Property had been historically used as a gasoline station and auto repair facility. That usage, including a gasoline spill in 1995 and inadequate excavation by the previous owner, had resulted in contamination of the soil, groundwater and underground storage tank area; a perched-water condition; and free-phase gasoline, primarily within the underground storage tank area, but also at the water table and in several wells. The contamination shall be removed and/or contained by Sponsor in order to render the Property safe for the construction of the Building.

Sponsor caused an extensive remedial investigation to be performed by Environmental Business Consultants from approximately April 9, 2014 to April 16, 2014, in accordance with a Remedial Investigation Work Plan, the executive summary of which is located in Part II of this Plan and the entirety of which is available, upon request, from the Sponsor. The investigation identified the nature, areas and extent of contamination. It detailed a comprehensive plan for remedying the contamination and rendering the Property safe for residential and commercial use, as well as a schedule for completion of the remediation.

The New York State Brownfield Cleanup Program accepted the site on or about April 10, 2014, and a Brownfield Cleanup Agreement was signed on April 21, 2014 by the New York State Department of Environmental Conservation ("NYSDEC"). The Property is undergoing remediation pursuant to Track 4-Restricted Use Site Specific Objectives ("Track 4") under the Brownfield Cleanup Program. Track 4 will require the installation of a vapor barrier and will require post-construction institutional controls to ensure that human health and the environment are protected. The institutional and environmental controls will be outlined in a Site Management Plan that must be approved by NYSDEC. After the Building's foundation has been completed, Sponsor shall disclose the requirements of the Site Management Plan in a duly filed amendment to this Plan.

The NYSDEC as well as the New York City Office of Environmental Remediation ("NYCOER") must approve the cleanup plan. The NYCOER must give its approval in the form of a Notice to Proceed letter before the New York City Department of Buildings ("NYCDOB") will issue building permits. Following implementation of the remedial action plan, a Final Engineering Report ("FER") will be submitted to NYSDEC. NYCOER must approve the FER in the form of a Notice of Satisfaction before a temporary Certificate of Occupancy for the Building will be issued by the NYCDOB.

F. Streetscape & Enclosure

(1) The Condominium Association will be responsible for future repair and maintenance of all landscaped areas, street trees and tree pits.

(i) Landscaped Area: 2nd Floor Courtyard

(ii) Plantings: 2nd Floor Courtyard

2nd floor central courtyard with central landscaped planter will contain small trees, shrubs and groundcovers.

(iii) Roof Top: Landscaped Roof Top Area

12th Floor roof terrace accessible to residents will have perimeter planters that will contain shrubs and ground cover.

(iv) Two (2) new trees will be provided on West 111th Street and Nine (9) new trees will be will be provided along Frederick Douglass Circle. All trees that could be provided along Fredrick Douglass Boulevard are pending MTA approval. All lighting in tree pits will be the responsibility of the Condominium Association to maintain and repair as needed.

G. Building Size

(1) Total Height: The total height of the building from the average curb (base plane) elevation (+49.22') to top of the bulkhead roof screen will be elevation (+199.17').

(2) Cellar: There will be one cellar and one sub-cellar. The distance from the top of the first floor slab to top of the cellar slab will be 14'-3". The distance from the top of the first floor slab to the top of the sub-cellar slab will be 27'-5", and is subject to change per field and construction conditions.

(3) Number of Floors: There will be 11 floors, a cellar, a sub-cellar and mechanical bulkheads above the main roof levels.

(i) The top-of-floor-slab to top-of-floor-slab heights of the Condominium Units will be approximately as follows (other than areas of drop ceiling):

Floor(s)	Approx. Floor-to-Floor Heights
6th- 11thFloors	10'
3rd Floor – 5thFloor	9'
2nd Floor – 3rd Floor	10'

(ii) Due to installation of mechanical, electrical, plumbing and fire protection systems, some spaces and areas will have dropped soffits and ceilings to contain the systems, thereby, reducing the approximate ceiling heights in certain areas no less than 7'. These typically occur in bathrooms, kitchens, hallways, closets, and some room perimeters and will lessen the above ceiling heights in those areas, but may occur in other areas as well, particularly any space below a terrace occurring at the level directly above. The spaces impacted include, but are not limited to, master bedrooms, secondary thru fourth bedrooms, kitchens, and living and dining areas. Refer to item V.3 for additional information.

(4) Equipment Rooms: Equipment rooms will be located in the cellar and roof bulkheads. The approximate height from top of roof slab to top of the elevator bulkhead enclosures on the roof will be approximately23'-10" and is subject to change per field and construction conditions.

(5) Parapet: The approximate height from the top of roof finish to the top of parapet coping or railing will be a minimum of 3'-6".

H. Building Systems

(1) Foundation

(i) The structural foundation will consist of a continue reinforced cast-in-place concrete mat foundation bearing on soil with 3 tons per square foot bearing capacity based on recommendations from the geotechnical consultant. Mat foundation will typically be 3'-0" thick with thicker areas under shear walls and will not be subjected to uplift pressure from underground water. East portion of the mat foundation is proposed raised to Cellar elevation to minimize underpinning requirements of the adjacent East Buildings during excavation/construction.

(ii) Foundation walls are intended as 1'-2" thick from Sub-Cellar to Cellar Level and 1'-0" thick from Cellar to Ground Floor Level. Foundation wall towards the West were set back to avoid influence line from and to the adjacent existing TA structure.

(2) Superstructure

(i) The superstructure will be a conventional cast-in-place reinforced concrete flat plate system with interior and perimeter reinforced concrete columns and shear walls. Lower floors at lobby, retail and amenities areas will be 12" thick. Typical residential floors will be 8" thick with thicker areas at terraces and column transfers.

Typical slabs are 8-12" thick concrete meeting airborne sound transmission requirements and/orflooring materials are specified to have resilient rebounded underlayment wherever required to meet acoustical requirements.

(ii) The column layout consists of continuous vertical columns, sloping columns, and a few walking columns to achieve the desired architectural layouts.

(iii) The lateral system will be composed of cast-in-place reinforced concrete shear walls strategically placed around elevator shafts and stairs to minimized impact into architectural layouts. The lateral system will be designed for both wind and seismic loading as stipulated by the NYC Building Code and by NYC Local Law 17/95, respectively.

(iv) Seismic separation provisions were considered and implemented into the structural design along the East adjacent buildings as prescribed by NYC Building Code.

(3) Wall Construction

(i) As indicated below, the majority of exterior walls will comprise a finish material backed by concrete masonry units or concrete columns or shear walls. All above grade exterior walls will be insulated in compliance with the requirements of the New York State Energy Code.

(ii) Overall R-values of exterior walls & the roof will range from 15.0 to 19.0, which will satisfy the requirements of the New York State Energy Code.

(iii) The building will have a base consisting of stone, storefront system, brick and/or metal panel at the first level with brick, metal panel, EIFS (Exterior Insulation Finishing System), or equivalent, and aluminum window or curtain wall construction. EIFS is a generic name for the system that has back wrapped and drained soffits over openings which drain exterior to the window caulking. EIFS system is not warrantied.

(iv) Wall finish above the setback (7th floor) of the front of exterior walls will be brick, enclosed EIFS and metal panel, or equivalent, and aluminum window wall construction, or equivalent.

(4) Windows

(i) Windows will be designed and erected meeting all structural requirements of the Building Code of the City of New York and all local and state agencies having jurisdiction. Operable windows will have a stop which prevents the window to open more than 4". (Stops can be removed for maintenance and cleaning)

(ii) Exterior windows will be new aluminum frames with insulating glass and have a combination of fixed and operable casement vents with transom glass.

(a) Glazing will be insulating glass units with clear high performance glass, Low-E coating on the #2 surface, with an R rating to satisfy all applicable regulations. There are no screens.

(b) Window Warranty: Ten (10) year manufacturer warranty for exterior paint finishes and glass. Five (5) year manufacturer material warranty on all other components.

(c) Glass and painted aluminum doors will be provided at terraces and balconies.

(iii) No lot line windows will be provided.

(5) Storefront (Building Entrance)

(i) Any storefront window systems , including all lobbies, retail and community facility, will be designed and erected meeting all structural requirements of the Building Code of the City of New York and all local and state agencies having jurisdiction.

(ii) The exterior enclosure at the ground floor building entrance will be a painted aluminum storefront glazing system or equivalent with stone base.

(iii) Glass will be insulating glass units with clear high performance glass, Low-E coating on the #2 surface or equivalent.

(iv) Glass and painted aluminum doors will be provided at entrances.

(6) Parapets & Copings

(i) The roof parapet construction will be a continuation of the brick, metal panel or EIFS systems, or glass, or equivalent; in each case with metal or stone coping and/or railing system.

(7) Chimneys & Caps

(i) Two (2) Exhaust ducts provided for future connection to Commercial kitchen exhaust systems shall be located east of Column 17 and beginning at the ceiling of the first floor. Both ducts shall be wrapped in fire-rated enclosure within a fire-rated shaft wall construction. One duct shall be no larger than 12"x36" and one no larger than 20"x36". These ducts shall connect to exhaust fans to be located at the mechanical bulkhead roof level. Boilers located at the roof mechanical equipment room will have direct vents.

(ii) Select bathroom, kitchen and laundry exhaust vents from condominium units 9A, 10A and 11A will be provided with roof top fan systems exhausting to the exterior at the main roof and mechanical bulkhead roof levels and may be located above or adjacent to private terraces. All other units not previously listed will side vent kitchen, toilet and laundry exhausts directly to the exterior of the building.

(iii) The building will have one (1) trash compactor and rubbish chutes made of 16ga. aluminized steel, or equivalent, with appropriate vent cap and flashing that will extend above the mechanical bulkhead roof levels. The vent may be located above or adjacent to private terraces and/or mechanical rooftops.

(8) Rooftop Terraces

(i) The roof setback areas will be used for private terraces and/or terraces accessed by the Residential Condominium Unit Owners only.

(ii) Rooftop Common Terrace accessed by the Residential Condominium Unit Owners and building residents only will be provided at the following levels:

2nd Floor Inner Courtyard

Main Roof

(iii) Rooftop Private Terrace space will be provided to the following Condominium Units:

Construction Floor No.	Unit No.
8th	~~PH~~ 8A, 8B, ~~PH~~ 8C
9th	~~PH~~ 9A
10th	PH 2 (10A)~~10A~~
11th	PH 1A (11A)~~11A~~

(iv) Roof terraces will be constructed of poured-in-place concrete with minimum pitch of about 1/16" per foot. Waterproofing system will be Protected Membrane Roof

system (PMR) or equivalent, applied directly to the structural slab that will be pitched to roof drains.

(a) The roofing system consist of SBS sheet membrane, granulated SBS sheet membrane, drainage mat with filter fabric, rigid insulation and precast pavers on pedestals.

(b) All flashing and penetrations will be cold fluid membrane (PMMA)

(c) Rigid insulation and roof system shall provide an R-value of 20.

(v) Terrace railings will consist of glass panels with metal rails and posts, or their equivalent. All rails shall be per code and corrosion resistant.

(vi) Terrace dividers will be glass panels with metal posts, or their equivalent.

(vii) Access to the private terrace space will be from the individual residential Condominium Units.

(viii) For those residential Condominium Units which have terraces, a GFI receptacle, exterior lighting, a hose bib and gas hook-up for gas grill will be provided.

(ix) Planters and miscellaneous furnishings may be placed on rooftop terraces and are subject to (a) below. Residential Condominium Unit owners will not be permitted to perform construction, enclose any space, or install decking or pavers without express written permission from the Condominium Association, and if required, from the Department of Buildings.

(a) No planter may be placed on any private or public terrace or balcony area if it exceeds 2 cubic feet capacity or if it will impose a load exceeding 60 pounds per square foot on the roof, unless such installation has specific written approval from the Condominium Association and the Department of Buildings, if required. Any addition of loads to the terraces will need to be reviewed by the board/ sponsor engineer.

(b) No installation of any planters or terrace materials will be permitted on the roofs over any Penthouse bulkheads.

(x) The private terrace at Unit 8C has electrical, plumbing and structural provisions for the future installation of a hot tub. Installation of such hot tub to be reviewed by the Condominium Association, and if required, by the Department of Buildings. The loads associated with the hot tub must follow code and be approved by the Condominium Board.

(9) Balcony Areas

(i) Balconies are provided for the following Condominium Units:

Construction Floor No.	Unit No.
3rd thru 5th	G (2 balconies per unit)
6th thru 7th	E (2 balconies per unit)
8th thru 10th	B

(ii) Balconies are constructed of cast concrete platforms that are an extension of the building floor slabs and that cantilever from the building face.

(iii) A perimeter drip edge shall be provided at the underside of all balconies. Balconies will not have drains with the exception of units 3G North and South Balcony, 4-5G South Balcony, 6-7E South Balcony.

(iv) Balconies railings shall consist of corrosion resistant painted aluminum posts or stainless steel and railings with glass panels or equivalent.

(v) Access to the balconies will be from the individual residential Condominium Units.

(vi) For the residential Condominium Units which have balconies, a GFI receptacle will be provided.

(vii) Concrete finish or unit pavers at all balconies and the underside off all balconies will remain unfinished concrete.

(10) Exterior Entrances

(i) The residential main entrance will be on Frederick Douglass Circle towards the middle of the building street façade.

(ii) The entrance will comply with New York City 2008 Code for access by the disabled, providing access to the lobby and to the elevators.

(iii) Exterior doors and frames at the main entrance and vestibule will be a painted aluminum and glass storefront assembly, or their equivalent, as described above.

(iv) Magnetic locks shall be provided on both the exterior entrance and vestibule doors.

(v) Mailboxes will be in an alcove off the main lobby.

(vi) There will be exterior lighting at the entrance, within the exterior vestibule, and within the lobby.

(vii) Exterior stairwell, egress doors at grade and roof level will be painted insulated hollow metal with metal frames or their equivalent.

(viii) Drainage away from the building entrance is provided via sloped sidewalk. An overhead marquee with integrated roof drain is provided overhead at the main residential lobby entry along Frederick Douglass Circle.

(ix) There is a separate exterior service entrance located towards the middle of the building street frontage along West 111th Street.

(11) Parking Entrance

(i) The parking entrance will be located off of the parking entry on West 111th Street towards the middle of the building street frontage.

(ii) The entrance will comply with New York City 2008 Code for access by the disabled, providing access to the residential lobby and to the elevators.

(12) Roof & Roof Structure

(i) The Condominium Association will have right of access to all roof areas including setback roofs and including any and all private terraces, exterior planting areas and/or balconies for necessary inspections, maintenance, or repairs.

(ii) The main roof will be constructed of poured-in-place concrete pitched to drain. Waterproofing system will be Protected Membrane Roof system (PMR) or equivalent, applied directly to the structural slab that will be pitched to roof drains.

(a) The PMR roof assembly consist of precast pavers on pedestals, insulation drainage composure and membrane with a 20 year waterproofing warranty.

(b) All flashing and penetrations will be cold fluid membrane (PMMA).

(c) Rigid insulation shall be minimum 4" thick for an R-value of 20.

(d) The roof manufacturer will provide a fifteen (15) year warranty. This warranty covers defects in factory workmanship or materials and labor.

(iii) Roofs over mechanical bulkheads will be constructed of poured-in-place concrete with PMR roof assembly consist of gravel ballast, insulation drainage composure and membrane with a 20 year waterproofing warranty.

(iv) Bond or Guarantee: The roofing system will have a ten (10) year limited manufacturer's warranty.

(v) Drains:

(a) Number: 10

(b) Material & Type: Controlled flow roof drains will be provided as per Froet 100C4 or equal. Standard roof drains will be provided as per Jr Smith 1409 or approved equal.

(c) Gutters & Leaders: Storm leader piping will be cast iron hubless pipe, CISPI 301 service weight.

(d) Detention Tank: Detention facility will be provided in the cellar level and comply with all local codes and city agencies. The system will have a usable storage volume of 1,046 cubic feet for a maximum discharge rate of 0.25 cubic feet per second from the building storm system.

(vi) Skylights:

(a) Two (2) skylights are provided at the 2nd Floor Courtyard directly over the Residential Lobby.

(vii) Bulkheads:

(a) Mechanical bulkheads will be EIFS or metal panel or metal screen, or equivalent, on concrete masonry units or concrete columns or concrete shear walls or metal stud wall with exterior sheeting.

(b) The elevator bypass and machine room will be part of the roof bulkheads, which will consist of concrete masonry units or concrete columns or concrete shear wall construction with EIFS and metal panel enclosure assembly, or metal stud wall with exterior sheeting or equivalent.

(viii) Metal Work at Roof Levels:

(a) Railings: The railings will be approximately 2" diameter painted steel, or equivalent, behind provided parapet or a glass panel railing assembly. At EMR bulkheads a guardrail system shall be provided.

(b) Hatches to Roof: There will be one roof hatch from the Mechanical Equipment Room to the Mechanical bulkhead roof above.

(c) Rooftop Mechanical Equipment: Rooftop mechanical areas have been provided with thickened concrete slab. Equipment is scheduled to be installed on vibration isolators or pads.. Dunnage will be primed and painted with 2 coat latex paint.

(ix) Rooftop Facilities: Private terraces are provided for residents' use. See previous section H-8 for information. A common rooftop terrace facility is provided at the main roof level, located adjacent to the portion of roof occupied by mechanical equipment. Basic lighting as per code, accent and wayfinding will be provided. All lighting levels have been designed in accordance with the NYC Building Code

(13) Yards & Courts

(i) Inner courtyard on the 2nd floor is provided per New York Zoning and Building Code requirements.

(ii) Access to the courtyard for maintenance purposes will be provided from the condominium main elevator lobby.

(iii) The landscaped courtyard will be constructed of poured-in-place concrete with minimal pitch of about 1/16" per foot. Waterproofing system will be Protected Membrane Roof system (PMR) or equivalent, applied directly to the structural slab that will be pitched to roof drains. Adequate number of drains will be provided at courtyard.

(a) The roofing system consist of SBS sheet membrane, granulated SBS sheet membrane, drainage mat with filter fabric, rigid insulation and precast pavers on pedestals.

(b) All flashing and penetrations will be cold fluid membrane (PMMA).

(c) Rigid insulation shall be minimum 4" thick for an R-value of 20.

(iv) Landscape planting maintenance, lighting maintenance, access, use and security will be the sole responsibility of the Condominium Association. Yards and court lighting will provide suitable light levels in accordance with the NYC building Code.

(14) Interior Stairs

(i) Egress Stairs: There will be two (2) scissor type egress stairs in the building. The stairs will extend from grade up to the main roof. One (1) will discharge to the street through the residential lobby and the second will discharge to the street through a remote exit directly to West 111th Street. Similarly, two (2) scissor type egress stairs will extend from the sub-cellar up to grade. One (1) will discharge to the street through the residential lobby and the second will discharge to the street through a remote exit directly to West 111th Street.

(a) Enclosure: Each egress stair will be enclosed with approximately 8" concrete masonry units, reinforced concrete shear wall, or 2-hour rated drywall partition.

(b) Stair Construction: Concrete Frame

Treads: Concrete

Risers: Concrete

(c) Hand Rails: Painted steel pipe handrails or its equivalent

(d) Balustrade: None

(ii) Egress Stairs from Commercial Unit: There will be one (1) egress stair from cellar to grade level which will discharge directly to West 111th Street.

(a) Enclosure: Egress stair will be enclosed with approximately 6" concrete masonry units, reinforced concrete shear wall, or 2-hour rated drywall partition.

(b) Stair Construction: Concrete Frame

Treads: Concrete

Risers: Concrete

(c) Hand Rails: Painted steel pipe handrails or its equivalent

(d) Balustrade: None

(iii) Egress Stair at Community Facility (Stair F)

(a) Enclosure: Egress stair will be enclosed with 2-hour rated drywall equivalent partition, storefront assembly and approximately 8" concrete masonry units with finished drywall partition.

(b) Stair Construction: Concrete Frame

Treads: Concrete

Risers: Concrete

(c) Hand Rails: Stainless Steel handrail

(d) Balustrade: Glass with stainless steel anchors

(iv) Two (2) interior communicating stairs shall be provided within the Community Facility space. One (1) to access the ground floor mezzanine and one (1) to access the 2nd floor space.

(a) Enclosure: Open within the Community Facility Space

(b) Stair Construction: Concrete

1. Treads: Concrete
2. Risers: Concrete

(c) Hand Rails: Painted Steel plate assembly with painted steel pipe handrails or equivalent

(d) Balustrade: Painted Steel plate assembly with painted steel bar balusters or its equivalent

(15) Interior Doors & Frames

(i) Residential Condominium Unit Entrance Doors: The entrance door to each residential Condominium Unit will be approximately 1 ¾" thick, Fire Proof Self Closing (FPSC), 1 1/2 hour rated, painted hollow metal doors with painted hollow metal frames, STC 35, with non-combustible stone saddles or equivalent.

(ii) Doors within residential Condominium Units: Interior doors within the residential Condominium Units will be approximately 1 ¾" thick, non-rated, painted, solid core wood veneer doors with painted hollow metal frames or equivalent. Bathroom doors have stone saddles or equivalent.

(iii) Egress Stair Doors: Stair hall doors will be painted hollow metal approximately 1 ¾" thick, FPSC, 1.5 hour rated, with wire-glass vision panels with painted hollow metal frames with non-combustible saddles or equivalent.

(iv) Roof Doors, Cellar Doors & Frames: All doors and frames will be hollow-metal and will meet the New York City Building Code requirements.

(16) Elevators

(i) Residential Elevators PE1/SE-1 and PE2

(a) Make is Hollister Whitney Machine room less Traction Passenger Elevator or equivalent

(b) Elevators will be accessible from the residential lobby and comply with NYC 2008 Code for access by the disabled and ASME A.17.1 2000/2003 and Appendix K.

(c) Quantity: Two (2)

(d) Type: Passenger

(e) Capacity in Pounds

PE1/SE1: 2,500 lbs centrally located

PE2: 2,000lbs centrally located

(f) Speed: 350 fpm

(g) Number of Landings:

PE1/SE1: Fourteen (14) @ Sub-cellar, Cellar, Floors 1-11 and Roof

PE-2: Twelve(12) @ Cellar and Floors 1-11

(h) Number of Openings: Same as landings

(i) Floors Served: Same as landings

(j) Openings: Front opening at all levels. Sub cellar will be locked.

(k) Operation: Duplex selective collective

(l) Control: Variable voltage variable frequency drives

(m) No. of Push Button Risers: One (1)

(n) Platform Size

PE1/SE1: approximately 7'-0" wide x 5'-0" deep

PE2:approximately 6'-0" wide x 5'-0" deep

(o) Guide Rails: Steel tees at sides or its equivalent

(p) Buffers: Oil

(q) Cab Enclosure: Cabs will be handicapped accessible in compliance NYC 2008 Code requirements for access by the disabled.

(r) Car Door Size

PE1/SE1: approximately 3'-6" x 7'-6"

PE2: approximately 3'-0" X 7'-6"

(s) Hoistway Door Speed: Single speed side opening

(t) Car Fixture

(u) ~~s:~~ Car opening panel ~~in swing front return without faceplate~~, cast metal designations, flush stud mounted. Car position indicator with individual numeric readout.

(v) Access to sub cellar and 11th Floor will have limited use

~~(v)~~(w) Machine Types: Gearless Traction (M.R.L.)

(u) Machine Location: Overhead

(v) Power Supply: 208 volts, 3-phase, 60Hz

Residential elevators will have one year warranty from the first inspection date. Management Company will have a service contract in place after one year period.

Elevator at residential lobby will be permitted for the use of the retail tenant if there is a handicap need to move between the first fl and the cellar.

(ii) Community Facility Elevator PE3

(a) Make - Canton Elevator Hole-less dual single stage Hydraulic passenger Elevator or equivalent

(b) Elevator will be accessible from within the Community Facility Space and comply with NYC 2008 Code for access by the disabled and ASME A.17.1 2000/2003 and Appendix K.

(c) Quantity: One (1) – PE-3

(d) Type: Passenger

(e) Capacity in Pounds

PE3: 2,000 lbs

(f) Speed: 100 fpm

(g) Number of Landings:

PE3: Ground Floor (south opening), Ground Floor (north opening), Ground floor mezzanine (north opening), 2nd Floor (south opening).

(h) Number of Openings: Same as landings

(i) Floors Served: Same as landings

(j) Openings: Front opening at Ground floor (south) and 2nd floor

Rear opening at Ground floor (north) and ground floor mezzanine

(k) Control: AC for Hydraulics

(l) No. of Push Button Risers: One (1)

(m) Platform Size

PE3: approximately 6'-0" wide x 5'-9" deep

(n) Guide Rails: Steel tees at sides or its equivalent

(o) Buffers:

(p) Cab Enclosure: The passenger elevator cab will be a combination of stainless steel, wood veneer panels and back-painted glass with suspended stainless steel at the ceiling and porcelain tile floor, or equivalent. Cabs will be handicapped accessible in compliance with Accessibility and NYC 2008 Code requirements.

(q) Car Door Size

PE3: approximately 3'-0" x 7'-0"

(r) Hoistway Door Speed: Single speed side opening

(s) Car Fixtures: Car opening panel surface mounted, cast metal designations, flush stud mounted. Car position indicator with individual numeric readout.

(t) Machine Types: Twin holeless hydraulic

(u) Machine Location: Ground floor machine room

(v) Power Supply: 208 volts, 3-phase, 60 Hz

Community Facility elevator will have one year warranty from the first inspection date. Community Facility will have a service contract in place after one year period.

(iii) Parking Facility Elevator SE2

(a) Make Canton Elevator Holed Hydraulic Auto lift Freight class B or equivalent

(b) Elevator will be accessible from the Parking Entry and comply with NYC 2008 Code for access by the disabled (as it pertains to attendant employed vehicular elevators) and ASME A.17.1 2000/2003 and Appendix K.

(c) Quantity: One (1) – PE-3

(d) Type: Freight (Vehicular)

(e) Capacity in Pounds

PE3: 10,000 lbs

(f) Speed: 50 fpm

(g) Number of Landings:

Ground floor, Cellar and sub-cellar levels

(h) Number of Openings: Ground floor (front), cellar & sub-cellar (both rear & front)

(i) Floors Served: Same as landings

(j) Platform Size

Approximately 9'-4" wide x 19'-2" deep

(k) Guide Rails: Steel tees at sides or its equivalent

(l) Cab Enclosure: Standard finishes as provided for freight elevator.

(m) Door Operation: Power vertical bi-parting

(n) Machine Type: Hole Hydraulic

(o) Machine Location: Sub-Cellar Machine Room

(p) Car Door Size

PE2: approximately 9'-0" x 8'-2"

(q) Power Supply: 208 Volts, 3-phase, 60 Hz

Parking elevator will have one year warranty from the first inspection date. Garage Operator will have a service contract in place after one year period.

I. Auxiliary Facilities

(1) Mailboxes will be located at the Ground floor in the main lobby.

(2) Bicycle Storage Room: A bicycle storage room will be available for residential occupant use in the cellar level, which can be accessed through the main residential elevators. Storage room to be owned and retained by sponsor and rented for a fee.

(3) Amenity Toilet and Shower Facility: A toilet and shower and changing facility will be available for use in the cellar level, which can be accessed through the main residential elevators. This facility shall be made accessible to building management staff and employees of the retail and community facilities.

(4) Laundry Room: Owned by the commercial unit, it is provided at cellar level and accessed through the main residential elevators. All residential market Condominium Units will have individual vented electrical washer/dryers in the apartments which will be the responsibility of individual owners. Supers Unit 7C and 421A condominium units will not have in-unit washer/dryers. 3 stacked washer/dryer units and one freestanding dryer are to be provided in the laundry room. Washer is Speed Queen SFNLYSF or equivalent, Dryer is Speed Queen SFEY07 or equivalent, stacked unit is Speed Queen STEY77 or equivalent. Laundry room will remain in the ownership of commercial unit and all machines will be coin operated or equivalent.

(5) Residential Storage: The storage area shall be enclosed with a 2-hour fire rated partition and will be fully sprinklered per New York City Building Code criteria for Ordinary Hazard, Group 1.

(i) Residential storage is for general residential storage and shall not contain any hazardous materials. Any other type of material is a fire hazard and may result in the issuance of a violation against the building.

(ii) As many as two (2) of the maximum provided twenty-five (25) units shall comply with NYC 2008 Code and accessibility requirements for access by the disabled.

(6) Refuse Disposal:

(i) Compactors: There will be one (1) refuse chute serving floors 2 thru 11 for collection of residential refuse in the building with a compactor (Metro-Pak Model No. 4500, or its equivalent) in the trash room in the cellar. The refuse chutes will be accessible through a trash room. The compactor and refuse chute will be maintained by the Condominium Association.

(ii) Storage Location: The compacted bags, to be provided by the Condominium Association, will be stored in the Trash Room in the cellar.

(iii) Recycling: There will be two (2) recycling bins provided for at each refuse room located on floors 2 thru 11 for collection of residential recyclables. Building staff will collect the contents of these bins to be stored and bagged within the recycling room located at the cellar level. 11A refuse room is inside the apartment and will require access for maintenance.

(iv) Pickup Schedule: Building staff will set compacted trash and recyclable materials at curbside for collection on the days designated by the NYC Department of Sanitation. The schedules are subject to change without notice. Building staff will be permitted

to use the Car elevator to bring trash up to the street level. NYC Department of Sanitation will confirm pick up location at time of residential occupancy of building.

J. Plumbing & Drainage

(1) Water Supply: A new 4" domestic water service for the Residential Section is provided from the New York City water main on West 111th Street. A duplex variable pressure pump is provided in the water meter room at the cellar level to provide water to the building. The pump shall be Peerless Model C815GM 15HP or equivalent. Pressure for all domestic water is provided by these pumps. Water Piping shall be as follows:

(i) Service piping - AWWA ductile iron class 52 and 104.

(ii) Above ground – Copper type "L" ASTM B-88.

(2) Water Pressure: Water pressure and supply is maintained by a constant pressure set (as described in J.3 above) to feed water supply throughout the building.

(3) Sanitary Sewage System: All Building sewage is collected into (1) combined sewer line which connects into the existing city sewer pipe located in West 111th Street (8" house connection). Sewage piping shall be:

(i) Below ground piping shall be X.H.C.I. pipe hub and spigot ASTM 74.

(ii) Sanitary, waste and leader and vent piping above ground shall be cast iron hubless pipe CISPI 301 service weight.

(iii) The horizontal piping at the cellar level, connecting the separate vertical storm water and sewage drainage stacks for the building to the city sewer in Broadway. The house connection is a combined house sewer

(4) Storm Drainage System: All storm water which lands on the building will be collected within the building. All storm water will be combined with the sanitary water prior to leaving the building and connected to the combined sanitary/storm sewer located in 3rd Avenue. The primary means of rainwater collection will be roof drains.

(i) Catch Basins: None

(ii) Roof Drains: Adequate number of roof drains are provided at all roof terraces and courtyards and complies with the NYC plumbing code. There will be a combination of control flow roof drains, and regular roof drains. Where control flow roof drains are within areas with residential access, pervious pavers must be installed to allow the buildup of stormwater.

(iii) Detention Tank: There will be a detention tank in the cellar to impede storm water leaving the premises. All storm water on the property outside the building extents, as well as from non-controlled flow roof drains will drain into the detention tank. Stormwater from the control flow roof drains will combine with the detained storm water downstream of the detention tank before leaving the property.

(iv) Piping: Soil, waste, and vent piping above ground shall be cast iron hubless pipe, CISPI 301 service weight.

(v) Sump pumps

(a) Elevator sump pumps Stancor model SE50 or equivalent, 50 GPM @ 19' TDH, 0.5 HP.

(b) Zoller-49 or equivalent, 18ft, 32gpm, 1/4ho located at floor sumps.

(5) Fire Protection System: A new 6" fire water service is provided from the New York City water main in West 111th Street. This main feeds the automatic fire pump supply water to the sprinkler/standpipe system. The designated fire pump will provide water for the sprinkler/standpipe system. The fire water system will consist of one vertical zone. The fire pump (and accompanying jockey pump), which will be located in the cellar, will be the primary fire water supply for the building. The fire water system will have its' own independent combined flush type Siamese connection at each building frontage. The

primary fire pump shall be automatic type ~~Peerless Model 3AEF9~~Fairbanks Nijhuis-Pentair or equivalent, 500 GPM @ 98psi, 50 HP, and shall feed the fire standpipe and sprinklers. There will be one fire standpipe riser in each stair. Both risers will be located in a discreet stair enclosure and will be equipped with a 2 ½" fire department connection. 125 ft of hose and nozzle are located in the residential lobby area and cellar for fire department use. The combined riser will also be equipped with a sprinkler floor control assembly at each floor. Sprinkler heads will be located in all living areas in the units and also the public corridors, recreational areas, and the cellar level. The sprinkler system has 4 different types of heads as follows:

(i) Standard concealed sidewall

(ii) Standard concealed pendent

(iii) Extended coverage concealed sidewall

(iv) Extended coverage concealed pendent

K. Heating

(1) The heat source for the domestic hot water will be a gas fired modular boiler plant. The system will consist of three (3) Laars Rheos 1600 or equivalent boilers with a gross output of 4,272 MBTU/hr. Domestic hot water is generated from non-potable boiler heating water through indirect heat exchangers. The domestic hot water system will be provided (3) hot water indirect heaters. Heating for units 8A, 8C, 9A, 10A and 11A will have heating that will be provided by split heat pump within their apartment. However, Residential Units 8A, 8C, 9A, 10A and 11A will also each pay for the heating line item in the Schedule B as part of their common charges. All heating equipment shall be located in the roof boiler room.

(i) Number of boilers and description: (3) modular hot water boilers for the whole building.

(ii) Manufacturer of Boilers: Laars Rheos 1600 or equivalent

(iii) Manufacturer of burners: The burners are part of the boiler assembly supplied by Laars Rheos or equivalent.

(iv) Type of controls: Hot water temperature is controlled by building management system controller.

(v) Fuel: Natural gas.

(2) The heating system is adequate to maintain comfortable conditions and complies with New York State Energy code.

(3) Water Source Heat Pump: The main building heating system will be water source heat pump systems with tempered condensing water provided by boiler heating water. Each residential unit shall be provided with vertical stack units. Public area air conditioning systems are composed of horizontal systems that are adequately sized to maintain code required comfort conditions and comply with the New York State Energy Code.

(i) System types

(a) Building Lobby: (3) ~~Johnson Control~~ Daikin horizontal units model ~~RKSH-042~~Wgsh0421, 42.8 MBH heating capacity or equivalent.

(b) Amenity Study Room: Daikin ~~Johnson Control~~ horizontal unit model Wgsh0191~~RKSH-018~~, 23.0 MBH heating capacity or equivalent

(c) Amenity Tween Room: Daikin ~~Johnson Control~~ horizontal unit model Wgsh0301~~RKSH-030~~, 30.6 MBH heating capacity or equivalent

(d) Community Facility:There are (2) different types that will be utilized:

Daikin ~~Johnson Control~~ horizontal unit model Wgsh0191~~RKSH-018~~, 23.0 MBH heating capacity or equivalent

Daikin ~~Johnson Control~~ horizontal unit model Wgsh0481~~RKSH-048~~, 53.1 MBH heating capacity or equivalent

(e) Package Room: Daikin ~~Johnson Control~~ horizontal unit model Wgsh0191~~RKSH-018~~, 23.0 MBH heating capacity or equivalent

(f) 2nd Floor Amenity Area: There are (3) different types that will be utilized:

Daikin ~~Johnson Control~~ horizontal unit model Wgsh0361~~RKSH-036~~, 34.2 MBH heating capacity or equivalent

Daikin ~~Johnson Control~~ horizontal unit model Wgsh0151~~RKSH-015~~, 18.5 MBH heating capacity or equivalent

Daikin ~~Johnson Controls~~ vertical type model Wvhc4012~~VB012~~, 14.9 MBH heating capacity or equivalent

(g) Individual Apartments: All apartment areas (living room and bedrooms) will be fed by Johnson Controls vertical heat pump units. There are (5) different sizes that will be utilized:

Daikin ~~Johnson Controls~~ Wvhc4009~~VB09~~, 11.8 MBH heating capacity or equivalent

Daikin ~~Johnson Controls~~ Wvhc4012~~VB012~~, 14.9 MBH heating capacity or equivalent

Daikin ~~Johnson Controls~~ Wvhc3018~~VB018~~, 23.0 MBH heating capacity or equivalent

Daikin ~~Johnson Controls~~ Wvhc3024~~VB024~~, 30.2 MBH heating capacity or equivalent

Daikin ~~Johnson Controls~~ Wvhc3030~~VB030~~, 33.9 MBH heating capacity or equivalent

(4) Variable Refrigerant System: Specific apartment units (listed below) in the building will be provided with a heating system by Mitsubishi Electric or equivalent split heat pump systems with condensing units on the roof.

(i) Apartment Units

(a) Location:

Apartment Unit 8A

Apartment Unit 8C

Apartment Unit 9A

Apartment Unit 10A

Apartment Unit 11A

(b) Individual Apartments: All apartment areas (living room and bedrooms) will be fed by Mitsubishi Electric or equivalent ceiling-hung direct expansion fan coil units. There are (6) different sizes that will be utilized:

~~Mitsubishi~~ Daikin ~~PEFY-P12NMSU-E~~Fxdq12MVTU, 13.5 MBH heating capacity or equivalent

Daikin ~~Mitsubishi PEFY-P12NMAU-E3~~Fxmq12PAVJU, 13.5 MBH heating capacity or equivalent

Daikin ~~Mitsubishi PEFY-P18NMSU-E~~FXdq18MVJU, 20.0 MBH heating capacity or equivalent

Daikin ~~Mitsubishi PEFY-P18NMAU-E3~~Fxmq18PAVJU, 20.0 MBH heating capacity or equivalent

Daikin ~~Mitsubishi PEFY-P24NMSU-E~~FXDq24MVJU, 27.0 MBH heating capacity or equivalent

Daikin ~~Mitsubishi PEFY-P36NMAU-E3~~Fxmq36PAVJU, 40.0 MBH heating capacity or equivalent

(ii) The operating cost for the electric aspect of their fan coil units within the units, for heating, will be billed to the individual unit owner as part of their electric bill.

(iii) Residential Unit owners will be responsible all maintenance, repair or replacement of heating system units described in this section.

(5) Electric heaters are provided in stairwells EH-A Markel F2FUH05C03 or equivalent, 5.0 KW, 208 volts, 14.0 amperes with built-in thermostat.

L. Gas Supply

(1) Type: Low pressure Gas service will be provided by Con Edison and will be metered for all entities.

(2) Meters: A separate master metered gas line is provided for domestic cooking for the Residential Section. A separate master metered gas for mechanical use (boilers) for domestic hot water and heating. Gas supplied to the Residential Units for cooking will be billed as part of the Residential Common Charge. A separate master metered gas for common dryer use and will be billed as part of the Residential Common Charge.

(3) Piping: Natural Gas piping shall be Schedule #40 Black Steel with Malleable fittings. Piping larger than 4 inches will be welded.

M. Air Conditioning

(1) Water Source Heat Pump: The main building cooling system will be water source heat pump systems with condensing water provided by a cooling tower on the roof. Each residential unit shall be provided with vertical stack units. Cooling tower provides heat and cooling for all residential units other than 8A, 8C, 9A, 10A and 11A which will have cooling that will be provided by split heat pump within their apartment. However, Residential Units 8A, 8C, 9A, 10A and 11A will also each pay for the cooling tower line item in the Schedule B as part of their common charges. Public area air conditioning systems are composed of horizontal systems that are adequately sized to maintain code required comfort conditions and comply with the New York State Energy Code.

(i) System types

(a) Building Lobby: (3) Johnson Control horizontal units model RKSH-042, 40.8 MBH cooling capacity or equivalent.

(b) Amenity Study Room: Johnson Control horizontal unit model RKSH-018, 18 MBH cooling capacity or equivalent

(c) Amenity Tween Room: Johnson Control horizontal unit model RKSH-030, 27.8 MBH cooling capacity or equivalent

(d) Community Facility:There are (2) different types that will be utilized:

Johnson Control horizontal unit model RKSH-018, 18.0 MBH cooling capacity or equivalent

Johnson Control horizontal unit model RKSH-048, 48.0 MBH cooling capacity or equivalent

(e) Package Room: Johnson Control horizontal unit model RKSH-018, 18 MBH cooling capacity or equivalent

(f) 2nd Floor Amenity Area: There are (3) different types that will be utilized:

Johnson Control horizontal unit model RKSH-036, 34.9 MBH cooling capacity or equivalent

Johnson Control horizontal unit model RKSH-015, 14.4 MBH cooling capacity or equivalent

Johnson Controls vertical type model VB012, 12.0 MBH cooling capacity or equivalent

(g) Individual Apartments: All apartment areas (living room and bedrooms) will be fed by Johnson Controls vertical heat pump units. There are (5) different sizes that will be utilized:

Johnson Controls VB09, 9.0 MBH cooling capacity or equivalent

Johnson Controls VB012, 12.0 MBH cooling capacity or equivalent

Johnson Controls VB018, 18.0 MBH cooling capacity or equivalent

Johnson Controls VB024, 24.0 MBH cooling capacity or equivalent

Johnson Controls VB030, 30.0 MBH cooling capacity or equivalent

(2) Variable Refrigerant System: Specific apartment units in the building will be provided with a cooling system by Mitsubishi Electric split heat pump systems with condensing units on the roof.

(i) Apartment Units

(a) Location:

Apartment Unit 8A

Apartment Unit 8C

Apartment Unit 9A

Apartment Unit 10A

Apartment Unit 11A

(b) Individual Apartments: All apartment areas (living room and bedrooms) will be fed by Mitsubishi Electric ceiling-hung direct expansion fan coil units. There are (6) different sizes that will be utilized:

Mitsubishi PEFY-P12NMSU-E, 12.0 MBH cooling capacity or equivalent

Mitsubishi PEFY-P12NMAU-E3, 12.0 MBH cooling capacity or equivalent

Mitsubishi PEFY-P18NMSU-E, 18.0 MBH cooling capacity or equivalent

Mitsubishi PEFY-P18NMAU-E3, 18.0 MBH cooling capacity or equivalent

Mitsubishi PEFY-P24NMSU-E, 24.0 MBH cooling capacity or equivalent

Mitsubishi PEFY-P36NMAU-E3, 36.0 MBH cooling capacity or equivalent

(ii) The operating cost for the electric aspect of their fan coil units within the units, for cooling will be billed to the individual unit owner as part of their electric bill.

N. Ventilation

(1) Apartment Kitchens to be exhausted through connected horizontal ductwork and exhausted via unit kitchen exhaust filtration system to exterior building façade.

(2) Apartment Bathrooms are exhausted via horizontal exhaust system to exhaust fan in each residential unit.

(3) Apartment Laundry dryers to be exhausted through horizontal ductwork and exhausted to exterior building façade.

(4) Apartment Laundry dryers in units 9A, 10A and 11A to be exhausted through horizontal ductwork and exhausted to main roof.

(5) Central Laundry dryer(s) vent through vertical duct exhausted via exhaust fan.

(6) The central dryer exhaust fan system, located in Cellar, shall be Enervex Model No. BESB250 or equivalent. The system shall consist of an exhaust fan and a controller with a pressure differential transducer.

(7) Central Laundry Room shall be ventilated with tempered outside air and exhausted to the outside.

(8) Back of house areas shall be exhausted and ventilated to the outside.

(9) Storage rooms shall be provided with tempered outside air and exhausted to the outside.

O. Electrical System

(1) Service entrances to main service

(i) Switchboards:

(a) Amperes:

One (1) 1,200 amp rated main service switchboard (load side) serving main building loads.

One (1) 3,000 amp rated main service switchboard (load side) serving all tenant apartments.

(b) Voltage: 208/120V 3-phase 4-wire &

(c) Phases: 3

(d) Wire Protective Equipment: Fuses/Circuit Breakers

(2) Compartment Switchboard

(i) The electrical service room and switchboards, distribution panels will be located at the cellar level. The Residential Section loads shall be fed by separately metered panels in each apartment.

(3) Unit Service

(i) Rating of main switchboard: By Bussmann (EATON) or equal. Rated @ 200,000 sym amps

(ii) Service size to Residential Units shall be from circuit breakers or fuses to units rated at: 225 amps, 3-phase.

(iii) Number, Size and Type for tapping wire for units will be (4) 1/0 AWG (3-phase + Neutral).

(4) Adequacy Service

(i) Number of circuits per apartment: Adequate @ 42

(ii) Capacity to handle modern appliances:

(a) AC units (indoor): Adequate @ 20 amps/1-ph

(b) AC units (outdoor): Adequate @ 40 amps/3-ph

(c) Dishwashers: Adequate @ 20 amps/1-ph

(d) Electric Combination

Washer/Dryers: @ 6,500 watts /208V/1-ph

Electric Oven: @ 8,000 watts /208V/3-ph

Special Appliance: @ 10,000 watts /208V/3-ph

(5) Convenience and appliance outlets

(i) Average number per living room: (8)

(ii) Average number per bedroom: (7)

(6) Telecommunications: The Residential Section will be provided with internet, cable TV and telephone backbone, from the telecommunications room in the cellar to the residential telecom closets, which will be fed by various ISP's. Every apartment will have a voice and data distribution system, providing voice and data outlets in most rooms, connected to this backbone. The residents will be responsible for arranging the service from the respective providers.

P. Intercom & Security

(1) Intercom: Phone based intercom system for each apartment will be provided. The main frame, power requirements and point of distribution for the system will be located in the main telephone room. Intercom system shall be operable from any phone jack within each apartment.

(2) Security: The security system for this project will be provided so as to conform to all applicable software compatibility. This system will include the following:

(i) Digital Video Recorder (DVR) with compatible software for desktop and mobile use. DVR will be 500GB HD, with DDNS, and a monitor onsite. DVR will be in a locking cabinet inside of a locked room.

(ii) Nonproprietary hardware and software.

(iii) Security Cameras in amenities, street, lobby, courtyard, entrance, laundry, elevator, cellar, roof areas.

(iv) Lobby security cameras will to be High Definition type.

(v) Outdoor security cameras will be provided with night vision and weatherproofed.

(vi) Security Key fobs will be Keyscan Access Control type with ability to program keys remotely. The Keyscan Access Control Box to be located in same room and cabinet as the DVR for internet access.

(vii) Card Access will be provided in amenities, bike, laundry, roof, garden terrace, package room, service entrances, lobby doors, boiler room, and storage rooms.

Q. Fire and Smoke Detection Systems

(1) Fire Alarm System: The fire alarm signaling system for this project will be provided so as to conform to all applicable codes. This system will include the following:

(i) Automatic smoke detection and heat detection systems. Ion chamber addressable type smoke detectors will be provided in electrical room, electric, elevator lobby on each floor, telephone closets and mechanical rooms over 75 square feet.

(ii) Sprinkler alarm systems.

(iii) Automatic control (stopping) of air handling systems in response to signal from the fire protective alarm system. (Systems over 2000 CFM).

(iv) Duct smoke detection in connection with fan shut down system.

(v) Remote annunciator panel, for residential building portion.

(vi) Top of shaft smoke release damper tie-in.

(vii) Central station connection.

(viii) Elevator lobby smoke detectors

(ix) Elevator recall.

(2) Residential Apartment Smoke Detection System:

(i) Combination carbon monoxide/smoke detectors with battery back-up will be provided within 15'-0" of all sleeping areas and within all sleeping areas. All detectors in single dwelling unit shall be interlocked.

R. Garage & Parking Areas

(1) Parking is accessory to residential and use is regulated by the owner of the parking unit. The parking will have a minimum of 25 parking spaces and may include stackers. The entry to the parking area will be through insulated rolling door and car elevator, located along West 111th Street. Parking garage is located at the sub-cellar level.

(i) One (1) accessible parking space shall remain available unless all accessible parking spaces are occupied as required by NYC 2008 Code and is in the sub cellar parking area.

(ii) Accessible parking space will be designated by Signage which will be mounted at column near parking elevator and the bottom of the sign is at least 60 inches above the surface of the parking space. Parking space and access aisle will be marked with stripes. 15 mils thick latex paint lines for parking stripe will be 4" wide. Signage material will be decided by ownership towards completion of project.

(iii) All bicycle parking spaces which are accessory to residences shall be made available for the storage and independent access of the bicycles used by the occupants of such residences. As required by zoning, at a minimum, one bicycle stall within the bicycle storage area shall be made accessible to building management staff and employees of the retail and community facilities. This requirement will be met and access shall be granted by controlled means via key card access or by equivalent means.

(iv) The zoning resolution (ZR 25-811) states that bicycle parking must be made available but does not make reference that the bicycle parking is to be made available for free or that it has to be owned and controlled by the Board.

(v)

S. Recreation Facilities

(1) Amenity Unit will own Recreation Facilities.

(2) A common courtyard is provided on the second level and a common roof terrace is provided at the main roof level for residential use. See previous section H-8 for information and details.

(3) A gym with exercise equipment will be provided at the second floor for residential use.

(i) Resident's gym will have rubber and wood flooring, or equivalent.

(ii) Safety, security, and maintenance of the gym and its equipment are the responsibility of the Condominium Association and the user.

(4) A play area will be provided at the second floor for residential use.

(i) Resident's play area will have porcelain tile and carpet flooring, or equivalent.

(ii) Safety, security, and maintenance of the play area and its equipment are the responsibility of the Condominium Association and the user.

(5) A lounge and pantry will be provided at the second floor for residential use.

(i) Resident's lounge and play area will have porcelain tile and carpet flooring, or equivalent.

(ii) Safety, security, and maintenance of the lounge and pantry and its equipment are the responsibility of the Condominium Association and the user.

(6) A study room will be provided at the cellar level for residential use.

(i) Resident's study room will have carpet flooring, or equivalent.

(ii) Safety, security, and maintenance of the study room and its equipment are the responsibility of the Condominium Association and the user.

(7) A 'Tween' room will be provided at the cellar level for residential use.

(i) Resident's 'Tween' room will have wood and carpet flooring, or equivalent.

(ii) Safety, security, and maintenance of the 'Tween' room and its equipment are the responsibility of the Condominium Association and the user.

T. Approvals and City Regulations:

(1) The work will be performed in compliance with applicable provisions of the New York City Zoning Resolution, the New York State Multiple Dwelling Law, and the 2008 New York City Building Code.

(2) The plans have been filed with the Department of Buildings. The Building application number is 121185671.

(3) If required, upon completion of the project the building must be registered with the Department of Housing Preservation and Development as a Multiple Dwelling by the Condominium Association. This registration must be renewed by the Condominium Association every year, at its cost.

(4) During normal operation of this building regular elevator inspections will be required, including Periodic, One Year, and Five Year Inspections filed at the Department of Buildings or relevant regulating agency. These will be the responsibility of the Condominium Association, at its cost.

(5) Yearly sprinkler inspections will be required, and five-year standpipe inspections will be required. These will be the responsibility of the Condominium Association, at its cost.

(6) A critical examination report of the building façades will have to be filed with the Department of Buildings every 5 years in accordance with Rule No. 103-04 of the Rules of the City of New York. These will be the responsibility of the Condominium Association, at its own cost.

(7) To the best of my knowledge, belief and professional judgment, these plans and specifications are in compliance with the Energy Conservation Construction Code of New York State.

(8) To the best of my knowledge, information and belief, these plans and specifications are in compliance with New York City DOB requirements.

(9) All other regulations and requirements not listed here shall be complied with by the Condominium Association.

U. Unit Information

(1) The estimated square foot area of the Condominium Units set forth in the Floor Plans, Schedule A of the Offering Plan and Exhibit B to the Condominium Declaration, are approximate and are based upon the following method of tabulation: All dimensions are approximate and subject to normal construction variances and tolerances. Square Footage (SF) is calculated from (i) the exterior face of any exterior walls directly enclosing the unit (perimeter and mechanical pipes are not deducted); (ii) the centerline of any wall or partition separating the unit from another unit; and (iii) the outside face of any demising wall or partition separating the unit from any common areas, mechanical areas, elevator shafts, egress stairs or trash rooms where those elements do not exclusively serve the unit. Where furring wall or chase space serving the unit is adjacent to the structural shear wall bounding the egress stair, the area is taken to the inside face of structural shear wall.

(2) Any common elements located within a Condominium Unit are not considered part of such Condominium Unit.

(3) Measured vertically, each Condominium Unit will consist of the volume from the top of the concrete floor slab below (located under the finish flooring and sub-floor materials) to the underside of the concrete slab above. Certain rooms within a Unit may have a lesser ceiling clearance or different wall configuration than other rooms within the Unit as a result of construction variances, the presence of beams and/or mechanical spaces within such Units, to accommodate facilities located above the same or otherwise to respond to field conditions. Ceiling heights vary in height between similar Units located on different floors and within a single Unit due to structural, mechanical, and architectural systems. Ceilings heights range from approximately 7'-6" to approximately 12'-6", with a minimum of 8'-0" in habitable spaces, with lower beams and soffits in some areas. Unit 11A includes the elevators measured to inside face of elevator finishes and includes elevator lobby measured same as laid out above.

(i) Minimum clear height will not be less than 7' and typically occur at soffit conditions and/or locations as described in Section G.3.ii.

(ii) Condominium units directly below a terrace and/or transfer floors will have reduced ceiling heights in areas mentioned in Section G.3.ii as well as in living, dining, kitchens, master bedrooms and secondary bedroom areas. The Units directly impacted includes, but might not be limited to the following units:

Construction Floor No.	Unit No.
7th	7A, 7B, 7C, 7D, 7E, 7F
8th	8A, 8C
9th	9A
10th	PH 10A, 10B
11th	PH 11A

(4) Dens or home offices may not be used for bedrooms, living rooms, dining rooms, or any other room classified as a 'habitable room' by the Codes. To do so may result in a violation against the building permit being issued by the Buildings Department.

(5) Sponsor reserves the unconditional right to make changes due to unforeseen conditions in accordance with the Offering Plan.

V. Finishes, Fixtures & Equipment

(1) Subject to Sponsor's right to make substitutions as set forth in the Offering Plan, the individual residential Condominium Units will be equipped with fixtures and appliances as follows or with their equivalent. Substitutions shall be equivalent or better than what is specified.

(2) Abbreviations for finishes:

ACT ..... ACOUSTICAL TILE
CT ..... CERAMIC TILE
CPT ..... CARPET
CONC ..... CONCRETE
CG ..... CUSTOM CABINETRY
GL ..... GLASS
GLT ..... GLASS TILE
GT ..... GRANITE TILE
GWB ..... GYPSUM WALLBOARD
MB ..... METAL BASE
MIR ..... MIRROR
MRLS ..... MOISTURE-RESISTANT LACQUERED SURFACE
MT ..... MARBLE TILE
PT ..... PORCELAIN TILE
PTB ..... PORCELAIN TILE BASE
RF ..... RESILIENT FLOORING
SC ..... SUSPENDED CEILING

ST ..... STONE (OR MAN-MADE EQUIVALENT)
WC ..... WALL COVERING
WRWB ..... WATER RESISTANT GWB
WD ..... 3/4" THICK MAPLE or OakWOOD FLOOR WITH 5mm THICK UNDERLAYMENT
WDB ..... WOOD BASE
WDP ..... WOOD PANELING/SLATS

(3) Finish Schedule – Condominium Units (Market and 421A):

Space	Floor[2]	Wall [1]	Base	Ceiling[1]	Countertop	Backsplash
Kitchen	WD	WRWB	WDB/MB	WRWB	ST	GLT
Master Bathrooms	MT & PT	MT & PT	N/A	WRWB	MRLS	N/A
Secondary Bathrooms	PT	PT	N/A	WRWB	N/A[4]	N/A
Powder Rooms	MT & PT	MT & PT	N/A	WRWB	MRLS	N/A
Foyer	WD	GWB	WDB	GWB	N/A	N/A
Living Room	WD	GWB	WDB	GWB[3]	N/A	N/A
Bedrooms	WD	GWB	WDB	GWB[3]	N/A	N/A
Closets	WD	GWB	WDB	GWB	N/A	N/A
W/D Closet	PT	WRWB	PT	WRWB	N/A	N/A

Notes: 1 - Unless otherwise noted, all ceilings and walls shall be painted with primer and 2 coats of paint.
2- Electric radiant floor heating shall be installed in all Market-rate master bathrooms as well as perimeter located bathrooms, excluding powder rooms. Supplemental electric heating units shall be provided by windows or exterior walls in or around the exterior of the building for extreme weather conditions. The electric for both the radiant floor heating and supplemenatal window/exterior wall heating are the responsibility of the unit owner.
3- Varies, where a suspended ceiling is not present, ceiling shall have a concrete finish coat system.
4- Counter surface equivalent is included as part of sanitaryware fixture.

(4) Finish Schedule – Common Areas:

Space	Floor	Wall [1]	Base	Ceiling[1]
Public Corridor	CPT[2]/PT	WC	WDB	GWB
Lobby	PT	PT/GL/WDP	MB	GWB/WDP
Elev. Lobby	PT	WC	WDB/PTB	GWB
Stairs	CONC	CONC/GWB	N/A	CONC
Refuse Rooms	PT	WRWB	PTB	WRWB
Electrical Closets	CONC	CONC/GWB	N/A	CONC
Toilets	PT	WRWB/PT	PT	ACT/CONC

Notes: [1] Unless otherwise noted, all ceilings and walls shall be painted with minimum of one coat of latex primer.
[2] Corridor carpeting will be commercial grade carpet with nylon fiber, or equivalent.

(5) Kitchen & Bathroom Fixtures

(i) Master Bathrooms: (refer to the plan to note what specific unit contains which item below)

(a) Toilet: Duravit D-Code, 011301, with seat, 0062090096, White, or its equivalent

(b) Lavatory: Duravit Starck 2 Vessel, 2321440000, vanity counter mounted, 17 3/8" x 15 ½", White, or its equivalent.

(c) Lavatory Fittings: Grohe Allure 32 128 000, Starlight finish (chrome),, or its equivalent and Mountain plumbing decorative bottle trap MT 2000, polished chrome, or its equivalent.

(d) Built-In Tub: Duravit Starck, 700338, 5'-10" built-in with Apron, White, or its equivalent

(e) Built-In Tub/Shower Fittings: Rainshower Solo 100 27819000/ New Tempesta Cosmopolitan 27522000/Relexa 28627000/Rota Flex 28025000/Allure 13265000/Allure 19375000/35015000 Pressure balance valve & shower/tub trim, Polished Chrome, or its equivalent

(f) Stand-alone Tub: Duravit Starck, 70010, white, or its equivalent

(g) Stand-alone Tub Fittings: Grohe Allure, 32754001, Starlight finish (chrome), or its equivalent

(h) Shower Fittings: Rainshower Cosmopolitan 210 27814000/ Rainshower 27489000/ Rainshower Solo 100 27819000/ New Tempesta Cosmopolitan 27522000, 28627000/ 28025000/ 19375000/ 35015000/ 19591SMO/ 29712000, pressure balance valve & shower trim, Polished Chrome, or its equivalent

(i) Shower Drain (stand-alone conditions): Luxe linear shower drain with tile insert, stainless steel or its equivalent.

(ii) Secondary Bathrooms: (Bathrooms in a 1BR Unit follow the below)

(a) Toilet: Duravit D-Code, 011301, with seat, 0062090096, White, or its equivalent

(b) Lavatory: Duravit D-Code, 034265 00302, furniture washbasin, 25 5/8" x 18 7/8", White, or its equivalent

(c) Lavatory: Duravit D-Code, 034812 00302, furniture double washbasin, 47 ¼" x 18 7/8", White, or its equivalent

(d) Lavatory Fittings: Grohe Eurosmart Cosmopolitan 3-Hole basin, 20199000, Starlight finish (chrome), or its equivalent

(e) Tub: Duravit 2nd Floor, 70007500-ST8939, 5'-6" built-in with apron, White, or its equivalent

(f) Shower/Tub Fittings: Grohe New Tempesta Cosmopolitan 100, 26046000/27522000/28627000/28025000, Eurosmart Cosmopolitan 1327200/19411000/Europlus 118307, Pressure balance valve & shower/tub trim, Starlight finish (chrome), or its equivalent

(g) Shower Drain (stand-alone conditions): Luxe linear shower drain with tile insert, stainless steel or its equivalent.

(iii) Powder Room:

(a) Toilet: Duravit D-Code, 011301, with seat, 0062090096, White, or its equivalent

(b) Lavatory: Duravit Starck 2 Vessel, 2321440000, vanity counter mounted, 17 3/8" x 15 ½", White, or its equivalent.

(c) Lavatory Fittings: Grohe Allure 32 128 000, Starlight finish (chrome),, or its equivalent and Mountain plumbing decorative bottle trap MT 2000, polished chrome, or its equivalent.

(iv) Kitchen:

(a) Sink: Kohler Vault K-3894, under-mount, single basin sink,25"x22", Stainless Steel, or its equivalent (For 1BR and 2BR units)

(b) Sink: Kohler Vault K-3996, under-mount, double basin sink, 33" x 22", Stainless Steel, or its equivalent (For 3BR units or above)

(c) Fittings: Kohler Purist, K-7505-VS, Vibrant Stainless, or its equivalent

(6) Kitchen & Bathroom Accessories:

(i) Master Bathrooms:

(a) Medicine Cabinet: Duravit X-LARGE, 7596, or its equivalent

(b) Vanity Console: Duravit X-LARGE, XL045C, white lacquer or its equivalent with Support towel rail XL-9903, chrome or its equivalent

(c) Vanities: Duravit Vanity Unit for Console X-Large, XL-6717, Duravit mobile storage unit X-Large, XL-2704, white lacquer or its equivalent

(d) Shower Enclosure: Frameless, ½" Clear tempered glass, ~~CRL Laurence Prima, PPHS3SH, SDH980A door and side panel, square hinges,~~ or its equivalent

(e) Towel Bars: (1) Grohe Allure, 40341000, 24", Polished Chrome, or its equivalent

(f) Towel Ring: (1) Grohe Allure, 40339000, Polished Chrome, or its equivalent

(g) Toilet Paper Holder: Grohe Allure, 40279000, Polished Chrome, or its equivalent

(h) Robe Hooks: (2) Duravit, 40284000, Polished Chrome, or its equivalent

(i) Shower Curtain Rod: Kirsch Recessed Curtain track, carrier and hooks, 9046/9686/9690 or its equivalent

(ii) Second Bathrooms: <u>(Bathrooms in a 1BR Unit follow the below)</u>

(a) Medicine Cabinet: Duravit X-LARGE, 7592, or its equivalent

(b) Medicine Cabinet (at double basin only): Duravit X-LARGE, 7596, or its equivalent

(c) Towel Bar: (1) Grohe Allure, 40341000, 24", Polished Chrome, or its equivalent

(d) Vanity: Duravit 2-Drawer Cabinet, Durastyle, DS 6483, white lacquer or its equivalent

(e) Vanity (at double basin only): Duravit 2-Drawer Cabinet, Durastyle, DS 6486, white lacquer or its equivalent

(f) Robe Hooks: (2) Duravit, 40284000, Polished Chrome, or its equivalent

(g) Toilet Paper Holder: Grohe Allure, 40279000, Polished Chrome, or its equivalent

(h) Shower Curtain Rod: Kirsch Recessed Curtain track, carrier and hooks, 9046/9686/9690 or its equivalent

(iii) Powder Rooms:

(a) Mirror: Surface mounted, 24" x 30" , or its equivalent

(b) Towel Bar: (1) Grohe Allure, 40341000, 24", Polished Chrome, or its equivalent

(c) Toilet Paper Holder: Grohe Allure, 40279000, Polished Chrome, or its equivalent

(7) Kitchen Appliances (Market-rate Condominiums): Appliances shall be as follows, or equivalent:

(a) Refrigerator/Freezer (30" Wide): Sub-Zero, ICBIT-30C, flush inset, white laminate or equivalent

(b) Refrigerator/Freezer (36" Wide): Sub-Zero, ICBIT-36C, flush inset, white laminate or equivalent

(c) Refrigerator (24" Wide) /Freezer (18" Wide): Sub-Zero, ICBIT-24R & ICBIC-18F, flush inset, white laminate or equivalent

(d) Refrigerator (24" Wide) /Freezer (24" Wide): Sub-Zero, ICBIT-24R & ICBIC-24F, flush inset, white laminate or equivalent

(e) Gas Cooktop & Pull-out Hood (24" Wide): Bosch, NGM5451UC with HUI54451UC, Stainless Steel or equivalent

(f) Gas Cooktop & Pull-out Hood (30" Wide): Bosch, HUI5031UC , Stainless Steel or equivalent

(g) Gas Cooktop & Pull-out Hood (36" Wide): Bosch, HUI5651UC, Stainless Steel or equivalent

(h) Drawer Microwave (24" Wide): Bosch, HMD8451UC, Stainless Steel or equivalent

(i) Speed Combination Oven (30" Wide): Bosch, HBLP751UC, Stainless Steel or equivalent

(j) Wall Oven (24" Wide): Bosch, HBE5451UC, Stainless Steel or equivalent

(k) Dishwasher (18" Wide): Bosch, ~~SPV5ES53UC~~SPV68U53UC, match cabinet or equivalent

(l) Dishwasher (24" Wide): Bosch, ~~SGV63E03UC~~SGV68U53UC, match cabinet or equivalent

(m) Disposal: In-Sink-Erator, Evolution Compact or equivalent

(n) Warming Drawer (30" Wide): Bosch, HWD5051UC, Stainless Steel or equivalent

(8) Kitchen Appliances (421A and 7C- Super's Condominium units):

Appliances shall be as follows, or equivalent:

(a) Refrigerator/Freezer (30" Wide): Frigidaire, FFHT1817PS Stainless Steel or equivalent

(b) Gas Range (30" Wide): ~~Frigidaire~~GE, ~~FFGS3025LS~~JGB450REF, Stainless Steel or equivalent

(c) Microwave: Frigidaire, FFMV164LS, Stainless Steel, installed over the range. or equivalent

(d) Dishwasher (24" Wide): Frigidaire, FDB2410HIS, white or equivalent

(e) Disposal: In-Sink-Erator, Evolution Compact or equivalent

(9) Laundry Appliances (Market-rate Condominiums only):

Appliances shall be as follows, or equivalent:

(i) Washer/Dryer Stack Combo: LG, WM8000HVA and DLEX8000V with stacking kit KSTK2 or equivalent, Stacked Electric Laundry Center Unit, and Stainless Steel. Units to be mounted on top of Seicon VIB washer stand.

(ii) Separate (Side-by-Side) Washer & Dryer: LG WM8000HVA Stainless Steel washer and DLEX8000V stainless steel electric dryer or equivalent. Units to be mounted on top of Seicon VIB washer stand or equivalent.

W. DOCUMENTS TO BE TRANSFERRED TO THE CONDOMINIUM MANAGEMENT. The following documents shall be transmitted to the condominium management upon transfer of control:

- Final As-Built drawings, e.g. structural, mechanical, electrical, plumbing, approved shop drawings;
- Operation & Maintenance manuals for mechanical equipment;
- Electronic system manual;
- Re-commissioning manual;
- Equipment warranties;
- NDL Manufacturer's Roof Warranty;
- Major equipment Start-Up Sheets;

- Control System As-Built;
- Original Test & Balance Report for HVAC System;
- Post-construction In-Door Air Quality report;

END OF SECTION

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

FXFOWLE ARCHITECTS, LLP

Daniel J. Kaplan, AIA, LEED
Senior Partner

By:_____

Sworn to before me this
day of 2015

_____
Notary Public

Exhibit E

Site Management Plan

FORMER
110th STREET SERVICE STATION

2040 FREDERICK DOUGLAS BOULEVARD
HARLEM NEW YORK
Block 1826 Lot 1

Site Management Plan

NYSDEC Site Number: C231087

Prepared for:
Crescent 110 Equities LLC
316 West 118th Street
New York, NY 10026

AMC Engineering PLLC
99 Jericho Turnpike, Suite 300J
Jericho, NY 11753

Revisions to Final Approved Site Management Plan:

Revision #	Submitted Date	Summary of Revision	DEC Approval Date

DECEMBER 2015

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CERTIFICATIONS

I, Ariel Czemerinski, certify that I am currently a NYS registered professional engineer and that this Site Management Plan was prepared in accordance with all applicable statutes and regulations and in substantial conformance with the DER Technical Guidance for Site Investigation and Remediation (DER-10).



076508 12/3/2015

NYS Professional Engineer # Date Signature

Site Management Plan
Former 110th Street Service Station

LIST OF ACRONYMS

Acronym	Definition
AMC	AMC Engineering
AWQS	Ambient Water Quality Standards
BCA	Brownfield Cleanup Agreement
BCP	Brownfield Cleanup Program
BTEX	Benzene, Toluene, Ethylbenzene and Xylene
CQMP	Construction Quality Management Plan
DUSR	Data Usability Statement Report
EBC	Environmental Business Consultants
FER	Final Engineering Report
HDPE	High Density Polyethylene
IRM	Interim Remedial Measure
NYC	New York City
NYCDEP	New York City Department of Environmental Protection
NYSDEC	New York State Department of Environmental Conservation
NYSDOH	New York State Department of Health
PS	Public School
PVC	Polyvinyl Chloride
RAO	Remedial Action Objectives
RAWP	Remedial Action Work Plan
RI	Remedial Investigation
RSCOs	Recommended Site Cleanup Objectives
SCG	Standards, Criteria, and Guidelines
SMMP	Soil/Materials Management Plan
SSDS	Sub-slab Depressurization System
SWPPP	Stormwater Pollution Prevention Plan
SVOCs	Semi-Volatile Organic Compounds
USEPA	United States Environmental Protection Agency
UST	Underground Storage Tank
VOCs	Volatile Organic Compounds

ES EXECUTIVE SUMMARY

The following provides a brief summary of the controls implemented for the Site, as well as the inspections, monitoring, maintenance and reporting activities required by this Site Management Plan:

Site Identification: C231087 Former 110th Street Service Station

Institutional Controls:	1. The property may be used for restricted residential; commercial use
	2. The property may be used for : restricted residential use; • All ECs must be operated and maintained as specified in this SMP; • All ECs must be inspected at a frequency and in a manner defined in the SMP. • The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the NY City Department of Health to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department. • Groundwater and other environmental or public health monitoring must be performed as defined in this SMP; • Data and information pertinent to site management must be reported at the frequency and in a manner as defined in this SMP; • All future activities that will disturb remaining contaminated material must be conducted in accordance with this SMP; • Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in this SMP; • Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical component of the remedy shall be performed as defined in this SMP; • Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by the Environmental Easement.
	3. All ECs must be inspected at a frequency and in a manner defined in the SMP.

Site Identification: C231087 Former 110th Street Service Station

Engineering Controls:	1. Cover system 2. Chemical Oxidant Treatment	
Inspections:		Frequency
1. Cover inspection		Annually
Monitoring:		
1. Groundwater Monitoring Wells MW1501-1506, MW6		Quarterly
Reporting:		
1. Groundwater Data		Quarterly
2. Periodic Review Report		Annually

Further descriptions of the above requirements are provided in detail in the latter sections of this Site Management Plan.

1.0 INTRODUCTION

1.1 General

This Site Management Plan (SMP) is a required element of the remedial program for the Former 110th Street Service Station located in Harlem, New York (hereinafter referred to as the "Site"). See **Figure 1**. The Site is currently in the New York State (NYS) Brownfield Cleanup Program (BCP) Site No. C231087 which is administered by New York State Department of Environmental Conservation (NYSDEC).

Cresent 110 Equities LLC entered into a Brownfield Cleanup Agreement (BCA), on April 21, 2014 with the NYSDEC to remediate the site. A figure showing the boundaries of this site is provided in **Figure 2**. The boundaries of the site are more fully described in the metes and bounds site description that is part of the Environmental Easement provided in **Attachment A**.

After completion of the remedial work, some contamination was left at this site, which is hereafter referred to as "remaining contamination". Institutional and Engineering Controls (ICs and ECs) have been incorporated into the site remedy to control exposure to remaining contamination to ensure protection of public health and the environment. An Environmental Easement granted to the NYSDEC, and recorded with the New York County Clerk, requires compliance with this SMP and all ECs and ICs placed on the site.

This SMP was prepared to manage remaining contamination at the site until the Environmental Easement is extinguished in accordance with ECL Article 71, Title 36. This plan has been approved by the NYSDEC, and compliance with this plan is required by the grantor of the Environmental Easement and the grantor's successors and assigns. This SMP may only be revised with the approval of the NYSDEC.

It is important to note that:

This SMP details the site-specific implementation procedures that are required by the Environmental Easement. Failure to properly implement the SMP is a violation of the

Environmental Easement, which is grounds for revocation of the Certificate of Completion (COC);

Failure to comply with this SMP is also a violation of Environmental Conservation Law, 6NYCRR Part 375 and the BCA Site # C231087-04-14 for the site, and thereby subject to applicable penalties.

All reports associated with the site can be viewed by contacting the NYSDEC or its successor agency managing environmental issues in New York State. A list of contacts for persons involved with the site is provided in **Attachment B** of this SMP.

This SMP was prepared by AMC Engineering, PLLC, on behalf of Cresent 110 Equities LLC, in accordance with the requirements of the NYSDEC's DER-10 ("Technical Guidance for Site Investigation and Remediation"), dated May 2010, and the guidelines provided by the NYSDEC. This SMP addresses the means for implementing the ICs and/or ECs that are required by the Environmental Easement for the site.

Crescent 110 Equities LLC will be responsible for implementing the requirements of the SMP until the closing of the first condominium unit at which point the Condominium Board (Board) shall assume the obligations of the SMP. Within thirty (30) days after the first condominium unit closing, the Board shall send a notice to NYSDEC advising NYSDEC that such first condominium unit closing has occurred and that the Board has assumed responsibility for implementing the SMP.

1.2 Revisions

Revisions to this plan will be proposed in writing to the NYSDEC's project manager. Revisions will be necessary upon, but not limited to, the following occurring: a change in media monitoring requirements, upgrades to or shut-down of a remedial system, post-remedial removal of contaminated sediment or soil, or other significant change to the site conditions. In accordance with the Environmental Easement for the site, the NYSDEC will provide a notice of any approved changes to the SMP, and append these notices to the SMP that is retained in its files.

1.3 Notifications

Notifications will be submitted by the property owner to the NYSDEC, as needed, in accordance with NYSDEC's DER – 10 for the following reasons:

- 60-day advance notice of any proposed changes in site use that are required under the terms of the BCA, 6NYCRR Part 375 and/or Environmental Conservation Law.
- 7-day advance notice of any field activity associated with the remedial program.
- 15-day advance notice of any proposed ground-intrusive activity pursuant to the Excavation Work Plan.
- Notice within 48-hours of any damage or defect to the foundation, structures or EC that reduces or has the potential to reduce the effectiveness of an EC, and likewise, any action to be taken to mitigate the damage or defect.
- Verbal notice by noon of the following day of any emergency, such as a fire; flood; or earthquake that reduces or has the potential to reduce the effectiveness of ECs in place at the site, with written confirmation within 7 days that includes a summary of actions taken, or to be taken, and the potential impact to the environment and the public.
- Follow-up status reports on actions taken to respond to any emergency event requiring ongoing responsive action submitted to the NYSDEC within 45 days describing and documenting actions taken to restore the effectiveness of the ECs.

Any change in the ownership of the site or the responsibility for implementing this SMP will include the following notifications:

- At least 60 days prior to the change, the NYSDEC will be notified in writing of the proposed change. This will include a certification that the prospective purchaser/Remedial Party has been provided with a copy of the Brownfield Cleanup Agreement (BCA) and all approved work plans and reports, including this SMP.

- Within 15 days after the transfer of all or part of the site, the new owner's name, contact representative, and contact information will be confirmed in writing to the NYSDEC.

Table 1 below and in the Tables section of this SMP includes contact information for the above notification. The information on this table will be updated as necessary to provide accurate contact information. A full listing of site-related contact information is provided in **Attachment B.**

Table 1: Notifications*

Name	**Contact Information**
Dana Mecomber	(718) 482-7541, dana.mecomber@dec.ny.gov
Jane O'Connell	(718) 482-4599, jane.oconnell@dec.ny.gov
Kelly Lewandowski	518-402-9581, kelly.lewandowski@dec.ny.gov

* Note: Notifications are subject to change and will be updated as necessary.

2.0 SUMMARY OF PREVIOUS INVESTIGATIONS AND REMEDIAL ACTIONS

2.1 Site Location and Description

The Site is located on the northeast corner of Frederick Douglass Boulevard and W. 110th Street, Harlem, New York (**Figure 1**), and is designated as Block 1826 Lot 1 by the New York City Department of Assessment. The Lot has 73 feet of street frontage on Frederick Douglass Boulevard, approximately 160 feet of frontage along Frederick Douglass Circle, approximately 125 feet along West 11th Street and approximately 9 feet of frontage along Central Park North (W. 110th Street) for a total area of 13,513 square feet (0.31 acres) (see **Figure 2**). The boundaries of the site are more fully described in **Attachment A**.

The owner(s) of the site parcel(s) at the time of issuance of this SMP is:

Cresent 110 Equities LLC

2.2 Physical Setting

2.2.1 Land Use

The property has an elevation of approximately 48 feet above the National Geodetic Vertical Datum (NGVD) feet. The Site is zoned R8A Residential with a C1-4 Commercial overlay and is currently under construction with a new 12-story multi-use building. Site occupants when construction is completed will include retail, community and residential.

The Site is uniquely situated opposite the northwest corner of Central Park. The surrounding land use is primarily residential or a mix of first floor retail and residential to the east, west and south, along with a mix of commercial and residential uses to the north. Morningside Park is one block to the west with the Columbia University campus located just northwest of the park. There are several building which have been assigned landmark status within 1/2 mile of the project Site.

2.2.2 Geology

The geologic setting of Manhattan is well documented and consists of crystalline bedrock overlain by layers of unconsolidated deposits. The bedrock is a high-grade metamorphic rock consisting of a sequence of Cambrian and Ordovician age gneiss, schistose-gneiss, and marble. The bedrock is characterized by numerous faults and fractures, many of which contain groundwater. Unconsolidated sediments overlie the bedrock and consist of Pleistocene aged sand, gravel and silty clays, deposited by glacial-fluvial activity.

Subsurface soils at the site prior to excavation for the new building included a silty non-native fill with brick, concrete and other rubble to a depth of approximately 15 feet below grade. A native brown silty sand is present immediately below the fill material with silty clay at depths ranging from 22 to 40 feet below grade, A Geologic cross-section is included as **Figure 3**. Site specific boring logs are provided in **Attachment C**.

2.2.3 Hydrogeology

The depth to groundwater beneath the site, as determined from field measurements, is approximately 35 feet below grade. Based on groundwater contour maps, groundwater flow is southeasterly.

A groundwater contour map is shown in **Figure 4**. Groundwater elevation data is provided in **Table 2**. Groundwater monitoring well construction logs are provided in **Attachment D**.

2.3 Investigation and Remedial History

The following narrative provides a remedial history timeline and a brief summary of the available project records to document key investigative and remedial milestones for the Site. Full titles for each of the reports referenced below are provided in Section 8.0 - References.

Previous owners of the property are shown below. The property was purchased by the requestor in December 2013. The building was vacant at that time and has remained so to the present.
The City of New York obtained title to the property through condemnation proceedings in 1974 which were part of a larger area wide urban renewal project. Tenants of the property included

110th Street Service Station Inc. who operated the station under Amoco and BP branding. In 1996, 110th Street Service Station Inc. purchased the property from the City through the NYC Economic Development Corporation to secure financing for improvements. The deed from the City to NYCEDC included a right of re-acquisition for the Grantor (the City). NYCEDC recently had the City assign the re-acquisition option to NYCEDC, which NYCEDC then exercised to re-acquire the Site and sell it to the requestor.

Previous Owners

Dates	Name	Comments	Contact Info
Prior to 8/15/1974	City of New York	Condemnation proceedings	Municipal Building, 1 Centre Street New York, NY 10007
From 8/15/1974 to 7/24/1996	City of New York	Condemnation proceedings	Municipal Building, 1 Centre Street New York, NY 10007
From 7/24/1996 to 8/7/1996	Economic Development Corporation	Deed	110 William St, New York, NY 10038
From 8/7/1996 to 12/20/2013	110th Street Service Station Incorporated	Deed	Roee Wiczyk C/O Robert A Korren, PLLC 1 Barker Ave Suite 485 White Plains, New York, 10601
From 12/19/2013 to Present	Crescent 110 Equities, LLC	Deed	316 West 118th Street, New York, NY 10026

Investigations performed at the Site include the following:

- Phase I Environmental Site Assessment, 2040 Frederick Douglas Boulevard, NY. Environmental Business Consultants, October 14, 2013.
- Spill File 9509121 Documents from FOIA Request.

October 2013 Phase I Environmental Assessment Report (EBC)

A Phase I Environmental Site Assessment (ESA) report was prepared by Environmental Business Consultants (EBC) in October 2013.

According to a review of NYC records, City Directory Listings and Sanborn maps, as well as personal interviews, the Site the northwest portion of the Site was originally developed in 1912 with a single-story building and a booth occupied by Aero Drome, a moving pictures company. In 1922, the Site was developed with a two-story commercial building in the northern portion. In

1922, this two-story building (with a cellar) was occupied by stores on the first floor and a dance hall and a billiard parlor on the second floor. In 1951, the first floor of this building was occupied by a gasoline station and auto repair facility with the second floor occupied by offices. Six 550-gallon and two 1000-gallon gasoline tanks were depicted in the southwest portion of the Site in the 1951 Sanborn map. The present day commercial building located in the eastern portion of the Site was constructed in 1955 and since the time of construction of this building to the present day, the Site has been utilized as a gasoline station.

The Phase I identified the historic use of the property as a gas station and auto repair shop as noted in Sanborn Fire Insurance maps from 1951 to 2007 as recognized environmental conditions (RECs) requiring further investigation.

The Phase I noted that the subject site has been assigned an E-designation (E-120) for Hazardous Materials Phase I and Phase II Testing Protocol (Hazmat-E) as part of the rezoning adopted in November of 2003 as part of the Frederick Douglas Boulevard rezoning action (CEQR No. 03DCP026M).

Any development scenario for the Site is subject to the E-designation Environmental Review Program administered by the NYCOER due to the hazardous materials and Noise "E" designations assigned to the Site.

The Hazmat E requires a detailed environmental review and release by the NYC Office of Environmental Remediation (NYCOER). Such reviews require a full subsurface investigation, remedial and health and safety planning, implementation of a remedial program and documentation that the remedial program was completed during redevelopment of the property.

The Phase I recommended the following:

"Based on the information contained in the DEC files, remediation of the property has not been completed. This will require continuation of current remedial actions or alternate remedial actions as needed to close the spill file. In addition, alternate and / or supplemental methods may

be needed to complete the remediation under a redevelopment scenario. At a minimum this would include removal of the USTs, dispensers and piping, and excavation of impacted soil. Since there is no data concerning other areas of the property including the dispenser area, it is possible that other areas of the Site are contaminated as well."

"Redevelopment will also require a full environmental review under the E-designation. This will include the collection and analysis of soil, soil vapor and groundwater across the entire site for an expanded list of parameters. Samples will be collected from areas of concern including the hydraulic lift area, garage area and dispenser area."

"EBC therefore recommends that a full Phase II investigation be completed under a NYC OER approved Remedial Investigation Work Plan. Upon receipt of the laboratory results a Remedial Work Plan which addresses existing petroleum contamination and any additional issues as identified under the RI should be developed which incorporates the contemplated redevelopment scenario for the property. This Remedial Work Plan should then be submitted to the NYSDEC and NYCOER for approval.".

Spill File 9509121 Documents from FOIA Request

The following documents were received by the NYSDEC in response to a FOIA request made in October 2013.

- A NYSDEC Spill Response form dated September 24, 1995 in reference to spill # 9509121.

- A NYSDEC Stipulation Letter was executed on March 7, 2006 for the Site. This letter indicates that the owner of the Site 110th Street Service Station has agreed to clean up and remove a discharge of petroleum which occurred at the Site by taking the steps and according to condition which were set forth in the Corrective Action Plan.

- On March 9, 2006, Impact Environmental submitted an addendum to the RAP which stated proposed changes to the Soil Vapor Extraction system discharge location to

address concerns of the NYSDEC. The exhaust location was moved to five feet above the gas station roof.

- A NYSDEC letter dated March 17, 2006 noted the approval of the RAP addendum letter, which was dated March 9, 2006.

- A NYSDEC letter dated April 13, 2009 requested the installation of additional monitoring wells for the Site. The Department required three additional ground water monitoring wells must be installed at the site. These ground water monitoring wells must not be tied into the remedial system in order to better monitor system effectiveness. One monitoring well must be installed in the source area immediately south of the UST. One monitoring well must be installed south of MW-6 to ensure free product is not migrating towards the subway. One monitoring well must be installed north of SVEIMW4 to ensure free product does not migrate beneath the neighboring residential properties. An Investigation Work Plan must be submitted to the Department within 30 days detailing the proposed monitoring well installation. The Investigation Work Plan must have an implementation schedule for the work and submission of a report.

- A revised Investigation Plan by Impact Environmental dated September 3, 2009 indicates that revisions were made to further delineate the extent of free product on the site to test the current soil conditions. Four (4) additional wells were installed in the following locations;

    - On site approximately 20 feet to the east of monitoring well MW-4.
    - In the sidewalk approximately 25 feet southwest of MW-6.
    - On site, to the west of the UST location.
    - In the source area between SVE/MW-2 and SVE/MW-3.
    - In addition, MW-6 will be re-drilled in the same location and a two inch diameter well will be installed in order to facilitate the recovery of free product.

- Wells not containing free product will be purged and sampled. Additional soil sampling was proposed for the Site. During monitoring well installation, soil samples will be collected continuously from the surface to five feet below the water table. Samples collected will be screened utilizing a photo ionization detector (PID). From each well location, the sample collected at the water table, and the sample with the highest PID reading or apparent contamination will be containerized for laboratory analysis. In addition, investigation and monitoring reports will be issued summarizing sampling preformed.

- A letter from the NYSDEC to Impact Environmental reviewed the Investigation plan and made the following comments:

    - Soil Sampling - During monitoring well installation, soil samples should be collected. The soil boring should extend a minimum of 5 ft below the water table. The soil sample at the water table and the sample with the highest PID or apparent contamination above or below the water table should be collected for laboratory analysis.

    - Source Area Monitoring Well - At the meeting we discussed the requirement for placing a ground water monitoring well which is not connected to the system in the source area in between SVE/MW2 and SVE/MW3. No source area monitoring well was proposed in this area in this plan.

    - A request for a work plan modification by Impact Environmental was submitted to the NYSDEC on April 2, 2010. A change in the location for SVE/MW-5 was requested to be moved further south.

NYSDEC Facility Information Report dated September 9, 2013 indicated that the Site is currently equipped with one (1) 550-gallon waste oil UST and four (4) 8,000-gallon gasoline USTs, which were installed in 1999. These USTs are currently registered and were last inspected on September 22, 2010. Registration expiries September 15, 2018. The Site was formerly

equipped with thirteen (13) 550-gallon gasoline USTs which were installed in 1998 and one (1) 4,000-gallon gasoline UST.

2.4 Remedial Action Objectives

The Remedial Action Objectives (RAOs) for the Site as listed in the Decision Document dated September 2014 are as follows:

Groundwater

RAOs for Public Health Protection

- Prevent ingestion of groundwater containing contaminant levels exceeding drinking water standards.
- Prevent contact with, or inhalation of volatiles, from contaminated groundwater.

RAOs for Environmental Protection

- Restore ground water aquifer to pre-disposal/pre-release conditions, to the extent practicable.
- Remove the source of ground or surface water contamination.

Soil

RAOs for Public Health Protection

- Prevent ingestion/direct contact with contaminated soil.
- Prevent inhalation of or exposure to, contaminants volatilizing from contaminated soil.

RAOs for Environmental Protection

- Prevent migration of contaminants that would result in groundwater or surface water contamination.

Soil Vapor

- Mitigate impacts to public health resulting from existing, or the potential for, soil vapor intrusion into buildings at the Site.

2.5 Remaining Contamination

2.5.1 Soil

The majority of the Site was excavated to a depth of approximately 30 feet below grade. Areas along the east property line and southeast corner were excavated to 15 feet while a 4 ft strip along the west property line and a 7 ft x 19 ft area along the northwest corner remained unexcavated (see **Figure 5**). Over excavation was performed at several locations to either meet SCOs or to accommodate structural elements of the new building as follows:

HS5 - 35 ft

HS6 - 32.5 ft

HS7 - 33 ft

HS8 - 35 ft

HS10 - 34 ft

EP11 - 36.5 ft

EP13 - 36 ft

EP14 - 34.5 ft

Elevator Pit (passengers) - 35 ft

Elevator Pit (automobile) - 34 ft.

Endpoint soil samples collected following excavation indicate that soil remains at the Site with constituents above Unrestricted Use, Restricted Residential Use and Groundwater Protection SCOs at some locations. These areas include metals above Unrestricted SCOs at depths of 15-16 ft and 27-28 ft along the along east, west, southeast corner and northwest corner property lines, pesticides above Unrestricted SCOs at a depth of 28 ft in the northwest corner of the site, SVOCs above Restricted Residential SCOs in the northwestern corner of the Site and petroleum VOCs above Groundwater Protection SCOs at 33 feet in HS7 and at 27 feet at one location near the east property line.

Parameters reported above Unrestricted Use, Restricted Residential Use or Groundwater Protection SCOS following the remedial action are provided in **Table 3** and posted in **Figure 6**. Petroleum contaminated soil may be encountered if excavation is done to a depth greater than 3

feet below the existing cellar slab in the HS7 source area, or below a depth of 25 feet in the vicinity of SWEP8 located between the east wall of the building's cellar level and the east property line.

Petroleum contaminated soil within the HS7 hotspot area is being remediated through chemical oxidant injections. Groundwater performance samples will be collected from the monitoring well network to upon completion of remediation to demonstrate achievement of improvement in groundwater quality downgradient of this area. The petroleum contamination in the vicinity of SWEP8 has been isolated and rendered inert by a three foot thick concrete cap at 15 feet below grade and by cement grout injections both above and below the zone of impacted soil.

2.5.2 Groundwater

Remaining petroleum impact to on-site groundwater above standards is limited to benzene in monitoring wells MW1502 (4.7 ug/L) and MW1503 (1.6 ug/L). Benzene was highest in MW1502, immediately down gradient of the HS8 source area. Groundwater exceedances for all VOC parameters are listed below.

Remaining On-Site Groundwater Sample Exceedences

COMPOUND	**NYSDEC GQS**	**MW1502**	**MW1503**
	µg/L	10/1/2015 µg/L	10/1/2015 µg/L
Acetone	50	140	240
Benzene	1	4.7	1.6
Bromomethane	5	31	17
Chloromethane	5	130	180

Note that acetone is a common laboratory introduced contaminant and was not identified during the RI as a Site-related contaminant. Bromomethane and chloromethane are also not known to be Site-related contaminants and were not reported to be present in soil or groundwater during the RI.

VOCs above standards were reported in two of the three off-site wells (MW1504, MW1506) and included: 1,2,4-trimethylbenzene, 1,3,5-trimethylbenzene, benzene, ethylbenzene, isopropylbenzene, n-propylbenzene, sec-butyl benzene, 2-isopropylbenzene, xylene and chloromethane.

Table 4 and **Figure 7** summarize the results of all samples of groundwater that exceed the SCGs after completion of the remedial action.

Remediation of dissolved phase VOCs in groundwater is being accomplished through a chemical oxidant injection program. The area of injection is within and up gradient of the source area. Injections at these locations will deliver oxidant to the subsurface allowing it to flow south-southeast with groundwater treating both residual contaminants in soil and the groundwater. The injection program will utilize up to twelve new injections wells (IW3, IW4, IW6, IW7, IW11, IW13-IW19, IW21) for oxidant application. The need for subsequent applications will be determined following the collection and analysis of performance monitoring samples from the monitoring wells (MW1501-1506, MW6).

2.5.3 Soil Vapor

A soil vapor intrusion evaluation was completed during the Remedial Investigation. Based on that evaluation, additional actions were needed to address the potential for exposures via soil vapor intrusion at the site. However, the majority of the Site was excavated to a depth of approximately 30 feet below grade, to remediate the residual groundwater contamination, a chemical oxidant injection program has been implemented and lastly the sub-cellar level of the building will be utilized as a parking garage (see **Figure 8**). The parking garage will be ventilated in accordance with the NYC Mechanical Code. These remedial actions have reduced the potential for soil vapor intrusion concerns at the Site.

3.0 INSTITUTIONAL AND ENGINEERING CONTROL PLAN

3.1 General

Since remaining contamination exists at the site, Institutional Controls (ICs) and Engineering Controls (ECs) are required to protect human health and the environment. This IC/EC Plan describes the procedures for the implementation and management of all IC/ECs at the site. The IC/EC Plan is one component of the SMP and is subject to revision by the NYSDEC.

This plan provides:

- A description of all IC/ECs on the site;
- The basic implementation and intended role of each IC/EC;
- A description of the key components of the ICs set forth in the Environmental Easement;
- A description of the controls to be evaluated during each required inspection and periodic review;
- A description of plans and procedures to be followed for implementation of IC/ECs, such as the implementation of the Excavation Work Plan (EWP) (as provided in **Attachment E** for the proper handling of remaining contamination that may be disturbed during maintenance or redevelopment work on the site; and
- Any other provisions necessary to identify or establish methods for implementing the IC/ECs required by the site remedy, as determined by the NYSDEC.

3.2 Institutional Controls

A series of ICs is required by the Decision Document to: (1) implement, maintain and monitor Engineering Control systems; (2) prevent future exposure to remaining contamination; and, (3) limit the use and development of the site to Restricted Residential uses only. Adherence to these ICs on the site is required by the Environmental Easement and will be implemented under this SMP. ICs identified in the Environmental Easement may not be discontinued without an amendment to or extinguishment of the Environmental Easement. The IC boundaries are shown on **Figure 9**. These ICs are:

- The property may be used for : restricted residential use;
- All ECs must be operated and maintained as specified in this SMP;
- All ECs must be inspected at a frequency and in a manner defined in the SMP.
- The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the NY City Department of Health to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department.
- Groundwater and other environmental or public health monitoring must be performed as defined in this SMP;
- Data and information pertinent to site management must be reported at the frequency and in a manner as defined in this SMP;
- All future activities that will disturb remaining contaminated material must be conducted in accordance with this SMP;
- Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in this SMP;
- Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical component of the remedy shall be performed as defined in this SMP;
- Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by the Environmental Easement;
- Vegetable gardens and farming on the site are prohibited (refers to gardening in on-site soil and does not prohibit raised gardens, rooftop gardens, etc.)

3.3 Engineering Controls

3.3.1 Cover (or Cap)

Exposure to remaining contamination at the site is prevented by a cover system placed over the Track 4 portions of the Site. This cover system is comprised of concrete-covered sidewalks and concrete building slabs. **Figure 10** presents the location of the cover system and applicable demarcation layers. The Excavation Work Plan (EWP) provided in **Attachment E** outlines the procedures required to be implemented in the event the cover system is breached, penetrated or

temporarily removed, and any underlying remaining contamination is disturbed. Procedures for the inspection of this cover are provided in the Monitoring and Sampling Plan included in Section 4.0 of this SMP. Any work conducted pursuant to the EWP must also be conducted in accordance with the procedures defined in a Health and Safety Plan (HASP) and associated Community Air Monitoring Plan (CAMP) prepared for the site and provided in **Attachments F** and **G**, respectively.

3.3.2 Chemical Oxidant Treatment

To continue reductions in any remaining residual mass of VOCs in groundwater within the petroleum "hotspot" areas, a chemical oxidant (sodium persulfate) will be injected into the groundwater at the locations with remaining petroleum VOCs in groundwater.

Sodium persulfate will be delivered to the site as a dry powder and mixed with an activator (chelated iron, calcium peroxide or sodium hydroxide) and water to form a 10 to 20% solution. The initial application consisted of approximately 2,688 pounds of oxidant and activator.

Injection well points were installed to a depth of approximately 45 feet below grade with 10 feet of PVC screen. Subsequent applications of oxidant will be calculated based upon data obtained from performance monitoring samples following the initial application.

The overall oxidant demand, in pounds of activated persulfate, needed to complete the remediation of the Site, requires an estimate of contaminant mass in groundwater. The estimate of contaminant mass for each parameter in groundwater was performed by assigning the highest concentration for each parameter reported in groundwater following the completion of remedial actions. The total contaminant mass for each parameter was then calculated by multiplying the area of the zone by the depth of impact, porosity and stoichiometric demand. The total contaminant demand to remediate the VOCs in groundwater was calculated at 4.87 pounds of activated persulfate.

The need for subsequent applications will be determined following the collection and analysis of performance monitoring samples. Minimal oxidant will be lost to soil due to the presence of medium sand immediately below the clay zone.

Procedures for performing the chemical oxidant injections are documented in the Operation and Maintenance Plan (Section 5.0 of this SMP). The locations of the injection wells are shown in **Figure 11**.

3.3.3 Criteria for Completion of Remediation/Termination of Remedial Systems

Generally, remedial processes are considered completed when monitoring indicates that the remedy has achieved the remedial action objectives identified by the decision document. The framework for determining when remedial processes are complete is provided in Section 6.4 of NYSDEC DER-10.

3.3.3.1 Cover (or Cap)

The composite cover system is a permanent control and the quality and integrity of this system will be inspected at defined, regular intervals in accordance with this SMP in perpetuity.

3.3.3.2 Oxidant Injections

Oxidant injections will continue until significant reductions are no longer achieved an asymptotic levels are indicated.

3.3.3.3 Monitoring Wells associated with Monitored Natural Attenuation

Groundwater monitoring activities to assess the effectiveness of the remedy and natural attenuation will continue, as determined by the NYSDEC with consultation with NYSDOH, until residual groundwater concentrations are found to be consistently below ambient water quality standards, the site SCGs, or have become asymptotic at an acceptable level over an extended period. In the event that monitoring data indicates that monitoring for natural attenuation may no longer be required, a proposal to discontinue the system will be submitted by the remedial party. Monitoring will continue until permission to discontinue is granted in writing by the NYSDEC. If groundwater contaminant levels become asymptotic at a level that is not acceptable to the NYSDEC, additional source removal, treatment and/or control measures will be evaluated.

4.0 Monitoring and Sampling Plan

4.1 General

This Monitoring and Sampling Plan describes the measures for evaluating the overall performance and effectiveness of the remedy. This Monitoring and Sampling Plan may only be revised with the approval of the NYSDEC. Details regarding the sampling procedures, data quality usability objectives, analytical methods, etc. for all samples collected as part of site management for the site are included in the Quality Assurance Project Plan provided in **Attachment H**.

This Monitoring and Sampling Plan describes the methods to be used for:

- Sampling and analysis of all appropriate media (e.g., groundwater);
- Assessing compliance with applicable NYSDEC standards, criteria and guidance (SCGs), particularly groundwater standards and Part 375 SCOs for soil; and
- Evaluating site information periodically to confirm that the remedy continues to be effective in protecting public health and the environment;

To adequately address these issues, this Monitoring and Sampling Plan provides information on:

- Sampling locations, protocol and frequency;
- Information on all designed monitoring systems;
- Analytical sampling program requirements;
- Inspection and maintenance requirements for monitoring wells;
- Monitoring well decommissioning procedures; and
- Annual inspection and periodic certification.

Reporting requirements are provided in Section 7.0 of this SMP.

4.2 Site-Wide Inspection

Site-wide inspections will be performed at a minimum of once per year. Modification to the frequency or duration of the inspections will require approval from the NYSDEC. Site-wide inspections will also be performed after all severe weather conditions that may affect ECs or monitoring devices. During these inspections, an inspection form will be completed as provided in **Attachment I** – Site Management Forms. The form will compile sufficient information to assess the following:

- Compliance with all ICs, including site usage;
- An evaluation of the condition and continued effectiveness of ECs;
- General site conditions at the time of the inspection;
- The site management activities being conducted including, where appropriate, confirmation sampling and a health and safety inspection; and
- Confirm that site records are up to date.

Inspections of all remedial components installed at the site will be conducted. A comprehensive site-wide inspection will be conducted and documented according to the SMP schedule, regardless of the frequency of the Periodic Review Report. The inspections will determine and document the following:

- Whether ECs continue to perform as designed;
- If these controls continue to be protective of human health and the environment;
- Compliance with requirements of this SMP and the Environmental Easement;
- Achievement of remedial performance criteria; and
- If site records are complete and up to date; and

Reporting requirements are outlined in Section 7.0 of this plan.

Inspections will also be performed in the event of an emergency. If an emergency, such as a natural disaster or an unforeseen failure of any of the ECs occurs that reduces or has the potential

to reduce the effectiveness of ECs in place at the site, verbal notice to the NYSDEC must be given by noon of the following day. In addition, an inspection of the site will be conducted within 5 days of the event to verify the effectiveness of the IC/ECs implemented at the site by a qualified environmental professional, as determined by the NYSDEC. Written confirmation must be provided to the NYSDEC within 7 days of the event that includes a summary of actions taken, or to be taken, and the potential impact to the environment and the public.

4.3 Post-Remediation Media Monitoring and Sampling

Groundwater performance monitoring samples will be collected from seven monitoring well locations, installed within and downgradient of the treatment area on a routine basis. Sampling locations, required analytical parameters and schedule are provided in **Table 5** – Post Remedial Sampling Requirements and Schedule below. Modification to the frequency or sampling requirements will require approval from the NYSDEC.

Table 5 – Post Remediation Sampling Requirements and Schedule

Sampling Location	Analytical Parameters				Schedule
	VOCs (EPA 8260C)	SVOCs (EPA 8270D)	pH (field)	Persulfate (field)	
MW1501	X	X	X	X	4 weeks after oxidant injection, then quarterly
MW1502	X	X	X	X	4 weeks after oxidant injection, then quarterly
MW1503	X	X	X	X	4 weeks after oxidant injection, then quarterly
MW1504	X	X	X	X	4 weeks after oxidant injection, then quarterly
MW1505	X	X	X	X	4 weeks after oxidant injection, then quarterly
MW1506	X	X	X	X	4 weeks after oxidant injection, then quarterly
MW6	X	X	X	X	4 weeks after oxidant injection, then quarterly

Detailed sample collection and analytical procedures and protocols are provided in **Attachment J** – Field Activities Plan and **Attachment H** – Quality Assurance Project Plan.

4.3.1 Groundwater Sampling

Groundwater monitoring will be performed four weeks following each injection and then on a quarterly basis to assess the performance of the remedy. Modification to the frequency or sampling requirements will require approval from the NYSDEC. One groundwater sample will

be obtained in accordance with low flow sampling protocol from each monitoring well using dedicated polyethylene tubing, a check valve and a peristaltic pump. The sample will be drawn directly into pre-cleaned laboratory supplied glassware, stored in a cooler with ice. If free-phase gasoline or oil is reported in the sample, the DEC will be immediately notified. Samples will either be picked up at the Site by a laboratory dispatched courier at the end of the day or transported back to the EBC office where they will be picked up the following day by the laboratory courier. All samples will be analyzed by a NYSDOH ELAP certified environmental laboratory certified in the appropriate category. Field parameters including pH and persulfate will be taken in the field. pH will be recorded using a calibrated pH meter. Persulfate will be analyzed using a field titration test kit provided by the persulfate supplier.

The network of monitoring wells has been installed to monitor on-site and downgradient groundwater conditions at the site. This includes wells, MW1501, MW1502, MW1503, MW1505 which are located on-site and MW1504, MW1506 and MW6 which are located off-site and downgradient of the Site.

Table 6 summarizes the well identification number, purpose, location, depths, diameter and screened intervals of the wells. As part of the groundwater monitoring, four on-site wells and three downgradient wells are sampled to evaluate the effectiveness of the remedial system.

Table 6 – Monitoring Well Construction Details

Monitoring Well ID	Well Location	Coordinates (long/lat)	Well Dia. (in.)	Elevation (above mean sea level)			
				Casing	Surface	Screen Top	Screen Bottom
MW1501	On-site	40.800665°N 73.957457°W	1	22.54	22.82	12.82	2.82
MW1502	On-site	40.800743°N 73.957427°W	1	22.65	22.80	12.80	2.80
MW1503	On-site	40.800837°N 73.957451° W	1	22.61	22.82	12.82	2.82
MW1504	downgradient Off-site	40.800743°N, 73.957557° W	1	50.04	50.16	15.16	5.16
MW1505	downgradient Off-site	40.800927°N, 73.957600° W	1	22.66	22.83	12.83	2.83
MW1506	downgradient Off-site	40.800509° N, 73.957579° W	1	48.01	48.15	13.15	3.15
MW6	downgradient Off-site	40.800650° N, 73.957584° W	1	49.30	49.58	14.58	4.58

Monitoring well construction logs are included in **Attachment D** of this document.

If biofouling or silt accumulation occurs in the on-site and/or off-site monitoring wells, the wells will be physically agitated/surged and redeveloped. Additionally, monitoring wells will be properly decommissioned and replaced, if an event renders the wells unusable.

Repairs and/or replacement of wells in the monitoring well network will be performed based on assessments of structural integrity and overall performance.

The NYSDEC will be notified prior to any repair or decommissioning of any monitoring well for the purpose of replacement, and the repair or decommissioning and replacement process will be documented in the subsequent Periodic Review Report. Well decommissioning without replacement will be done only with the prior approval of the NYSDEC. Well abandonment will be performed in accordance with NYSDEC's guidance entitled "CP-43: Groundwater Monitoring Well Decommissioning Procedures." Monitoring wells that are decommissioned because they have been rendered unusable will be replaced in kind in the nearest available location, unless otherwise approved by the NYSDEC.

The sampling frequency may only be modified with the approval of the NYSDEC. This SMP will be modified to reflect changes in sampling plans approved by the NYSDEC. Deliverables for the groundwater monitoring program are specified in Section 7.0 – Reporting Requirements.

4.3.2 Monitoring and Sampling Protocol

All sampling activities will be recorded in a field book and associated sampling log as provided in **Attachment I** - Site Management Forms. Other observations (e.g., groundwater monitoring well integrity, etc.) will be noted on the sampling log. The sampling log will serve as the inspection form for the monitoring network. Additional detail regarding monitoring and sampling protocols are provided in the site-specific Field Activities Plan provided as **Attachment J** of this document.

5.0 OPERATION AND MAINTENANCE PLAN

5.1 General

The site remedy does not rely on any mechanical systems, such as groundwater treatment systems, sub-slab depressurization systems or air sparge / soil vapor extraction systems to protect public health and the environment. Therefore, the operation and maintenance of such components is not included in this SMP.

6.0 PERIODIC ASSESSMENTS/EVALUATIONS

6.1 Climate Change Vulnerability Assessment

Increases in both the severity and frequency of storms/weather events, an increase in sea level elevations along with accompanying flooding impacts, shifting precipitation patterns and wide temperature fluctuation, resulting from global climactic change and instability, have the potential to significantly impact the performance, effectiveness and protectiveness of a given site and associated remedial systems. Vulnerability assessments provide information so that the site and associated remedial systems are prepared for the impacts of the increasing frequency and intensity of severe storms/weather events and associated flooding.

This section provides a summary of vulnerability assessments that will be conducted for the site during periodic assessments, and briefly summarizes the vulnerability of the site and/or engineering controls to severe storms/weather events and associated flooding.

The Site is located in the north central area of Manhattan, NY City. It is located at an elevation of 49 feet above sea level and is flanked to the west by the Morningside Heights highlands which rise to an elevation of +100 ft. As such the site is not located within a flood hazard area. The concrete building slab is approximately three feet thick and along with other three foot thick foundation elements, covers the entire Site. The Site is served by the NYC Municipal sewer system and the completed building will meet all NYC building codes for drainage. Therefore the Site is not considered to be vulnerable to storm events related to climate change.

6.2 Green Remediation Evaluation

NYSDEC's DER-31 Green Remediation requires that green remediation concepts and techniques be considered during all stages of the remedial program including site management, with the goal of improving the sustainability of the cleanup and summarizing the net environmental benefit of any implemented green technology. This section of the SMP provides a summary of any green remediation evaluations to be completed for the site during site management, and as reported in the Periodic Review Report (PRR).

6.2.1 Timing of Green Remediation Evaluations

For major remedial system components, green remediation evaluations and corresponding modifications will be undertaken as part of a formal Remedial System Optimization (RSO), or at any time that the Project Manager feels appropriate, e.g. during significant maintenance events or in conjunction with storm recovery activities.

Modifications resulting from green remediation evaluations will be routinely implemented and scheduled to occur during planned/routine operation and maintenance activities. Reporting of these modifications will be presented in the PRR.

6.2.2 Chemical Injections

Chemical injections will be performed in such a manner as to conserve materials and resources to the greatest extent possible. Consideration will be given to energy usage, as appropriate.

6.2.3 Frequency of Sampling and Other Periodic Activities

Transportation to and from the Site and use of consumables in relation to visiting the Site in order to conduct system checks and or collect samples and shipping samples to a laboratory for analyses have direct and/or inherent energy costs. The schedule and/or means of these periodic activities have been prepared so that these tasks can be accomplished in a manner that does not impact remedy protectiveness but reduces expenditure of energy or resources.

As part of this effort consideration shall be given to:

- Reduced sampling frequencies;
- Reduced site visits and system checks;
- Coordination/consolidation of activities to maximize foreman/labor time; and
- Use of mass transit for site visits, where available.

6.3 Remedial System Optimization

A Remedial Site Optimization (RSO) study will be conducted any time that the NYSDEC or the remedial party requests in writing that an in-depth evaluation of the remedy is needed. An RSO may be appropriate if any of the following occur:

- The remedial actions have not met or are not expected to meet RAOs in the time frame estimated in the Decision Document;
- The management and operation of the remedial system is exceeding the estimated costs;
- The remedial system is not performing as expected or as designed;
- Previously unidentified source material may be suspected;
- Plume shift has potentially occurred;
- Site conditions change due to development, change of use, change in groundwater use, etc.;
- There is an anticipated transfer of the site management to another remedial party or agency; and
- A new and applicable remedial technology becomes available.

An RSO will provide a critique of a site's conceptual model, give a summary of past performance, document current cleanup practices, summarize progress made toward the site's cleanup goals, gather additional performance or media specific data and information and provide recommendations for improvements to enhance the ability of the present system to reach RAOs or to provide a basis for changing the remedial strategy.

The RSO study will focuses on overall site cleanup strategy, process optimization and management with the intent of identifying impediments to cleanup and improvements to site operations to increase efficiency, cost effectiveness and remedial time frames. Green remediation technology and principals are to be considered when performing the RSO.

7.0 REPORTING REQUIREMENTS

7.1 Site Management Reports

All site management inspection, maintenance and monitoring events will be recorded on the appropriate site management forms provided in **Attachment I**. These forms are subject to NYSDEC revision.

All applicable inspection forms and other records, including media sampling data and system maintenance reports, generated for the site during the reporting period will be provided in electronic format to the NYSDEC in accordance with the requirements of **Table 7** and summarized in the Periodic Review Report.

Table 7: Schedule of Interim Monitoring/Inspection Reports

Task/Report	Reporting Frequency*
Groundwater Monitoring and Treatment	Quarterly (1 month following sampling event, if ISCO injections are performed they will take place approx 1 mo. prior to GW sampling event)
Periodic Review Report	Annually, or as otherwise determined by the Department

* The frequency of events will be conducted as specified until otherwise approved by the NYSDEC.

All interim monitoring/inspections reports will include, at a minimum:

- Date of event or reporting period;
- Name, company, and position of person(s) conducting monitoring/inspection activities;
- Description of the activities performed;
- Where appropriate, color photographs or sketches showing the approximate location of any problems or incidents noted (included either on the checklist/form or on an attached sheet);

- Type of samples collected (e.g., sub-slab vapor, indoor air, outdoor air, etc);
- Copies of all field forms completed (e.g., well sampling logs, chain-of-custody documentation, etc.);
- Sampling results in comparison to appropriate standards/criteria;
- A figure illustrating sample type and sampling locations;
- Copies of all laboratory data sheets and the required laboratory data deliverables required for all points sampled (to be submitted electronically in the NYSDEC-identified format);
- Any observations, conclusions, or recommendations; and
- A determination as to whether contaminant conditions have changed since the last reporting event.

Routine maintenance event reporting forms will include, at a minimum:

- Date of event;
- Name, company, and position of person(s) conducting maintenance activities;
- Description of maintenance activities performed;
- Any modifications to the system;
- Where appropriate, color photographs or sketches showing the approximate location of any problems or incidents noted (included either on the checklist/form or on an attached sheet); and,
- Other documentation such as copies of invoices for maintenance work, receipts for replacement equipment, etc., (attached to the checklist/form).

Non-routine maintenance event reporting forms will include, at a minimum:

- Date of event;
- Name, company, and position of person(s) conducting non-routine maintenance/repair activities;
- Description of non-routine activities performed;
- Where appropriate, color photographs or sketches showing the approximate location of any problems or incidents (included either on the form or on an attached sheet); and

- Other documentation such as copies of invoices for repair work, receipts for replacement equipment, etc. (attached to the checklist/form).

Data will be reported in digital format as determined by the NYSDEC. Currently, data is to be supplied electronically and submitted to the NYSDEC EQuIS™ database in accordance with the requirements found at this link http://www.dec.ny.gov/chemical/62440.html.

7.2 Periodic Review Report

A Periodic Review Report (PRR) will be submitted to the Department beginning sixteen (16) months after the Certificate of Completion is issued. After submittal of the initial Periodic Review Report, the next PRR shall be submitted every 3 years to the Department or at another frequency as may be required by the Department. In the event that the site is subdivided into separate parcels with different ownership, a single Periodic Review Report will be prepared that addresses the site described in **Attachment A** Environmental Easement. The report will be prepared in accordance with NYSDEC's DER-10 and submitted within 30 days of the end of each certification period. Media sampling results will also be incorporated into the Periodic Review Report. The report will include:

- Identification, assessment and certification of all ECs/ICs required by the remedy for the site.
- Results of the required annual site inspections and severe condition inspections, if applicable.
- All applicable site management forms and other records generated for the site during the reporting period in the NYSDEC-approved electronic format, if not previously submitted.
- A summary of any discharge monitoring data and/or information generated during the reporting period, with comments and conclusions.
- Data summary tables and graphical representations of contaminants of concern by media (groundwater, soil vapor, etc.), which include a listing of all compounds analyzed, along with the applicable standards, with all exceedances highlighted. These will include a presentation of past data as part of an evaluation of contaminant concentration trends.

- Results of all analyses, copies of all laboratory data sheets, and the required laboratory data deliverables for all samples collected during the reporting period will be submitted in digital format as determined by the NYSDEC. Currently, data is supplied electronically and submitted to the NYSDEC EQuIS™ database in accordance with the requirements found at this link: http://www.dec.ny.gov/chemical/62440.html.

- A site evaluation, which includes the following:

  - The compliance of the remedy with the requirements of the site-specific RAWP, ROD or Decision Document;

  - The operation and the effectiveness of all treatment units, etc., including identification of any needed repairs or modifications;

  - Any new conclusions or observations regarding site contamination based on inspections or data generated by the Monitoring and Sampling Plan for the media being monitored;

  - Recommendations regarding any necessary changes to the remedy and/or Monitoring and Sampling Plan; and

  - Trends in contaminant levels in the affected media will be evaluated to determine if the remedy continues to be effective in achieving remedial goals as specified by the Decision Document.

  - The overall performance and effectiveness of the remedy.

If applicable add:

- A performance summary for all treatment systems at the site during the calendar year, including information such as:

  - The number of days the system operated for the reporting period;

  - The average, high, and low flows per day;

  - The contaminant mass removed;

  - A description of breakdowns and/or repairs along with an explanation for any significant downtime;

  - A description of the resolution of performance problems;

  - Alarm conditions;

  - Trends in equipment failure;

- A summary of the performance, effluent and/or effectiveness monitoring; and
- Comments, conclusions, and recommendations based on data evaluation.

7.2.1 Certification of Institutional and Engineering Controls

Following the last inspection of the reporting period, a qualified environmental professional will prepare, and include in the Periodic Review Report, the following certification as per the requirements of NYSDEC DER-10:

"For each institutional or engineering control identified for the site, I certify that all of the following statements are true:

- *The inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under my direction;*
- *The institutional control and/or engineering control employed at this site is unchanged from the date the control was put in place, or last approved by the Department;*
- *Nothing has occurred that would impair the ability of the control to protect the public health and environment;*
- *Nothing has occurred that would constitute a violation or failure to comply with any site management plan for this control;*
- *Access to the site will continue to be provided to the Department to evaluate the remedy, including access to evaluate the continued maintenance of this control;*
- *If a financial assurance mechanism is required under the oversight document for the site, the mechanism remains valid and sufficient for the intended purpose under the document;*
- *Use of the site is compliant with the environmental easement;*
- *The engineering control systems are performing as designed and are effective;*
- *To the best of my knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program [and generally accepted engineering practices]; and*
- *The information presented in this report is accurate and complete.*

- *No new information has come to my attention, including groundwater monitoring data from wells located at the site boundary, if any, to indicate that the assumptions made in the qualitative exposure assessment of off-site contamination are no longer valid; and*

- *The assumptions made in the qualitative exposure assessment remain valid.*

I certify that all information and statements in this certification form are true. I understand that a false statement made herein is punishable as a Class "A" misdemeanor, pursuant to Section 210.45 of the Penal Law. I, [name], of [business address], am certifying as [Owner/Remedial Party or Owner's/Remedial Party's Designated Site Representative] (and if the site consists of multiple properties): *[I have been authorized and designated by all site owners/remedial parties to sign this certification] for the site."*

The signed certification will be included in the Periodic Review Report.
The Periodic Review Report will be submitted, in electronic format, to the NYSDEC Central Office, Regional Office in which the site is located and the NYSDOH Bureau of Environmental Exposure Investigation. The Periodic Review Report may need to be submitted in hard-copy format, as requested by the NYSDEC project manager.

7.3 Corrective Measures Work Plan

If any component of the remedy is found to have failed, or if the periodic certification cannot be provided due to the failure of an institutional or engineering control, a Corrective Measures Work Plan will be submitted to the NYSDEC for approval. This plan will explain the failure and provide the details and schedule for performing work necessary to correct the failure. Unless an emergency condition exists, no work will be performed pursuant to the Corrective Measures Work Plan until it has been approved by the NYSDEC.

7.4 Remedial Site Optimization Report

In the event that an RSO is to be performed (see Section 6.3, upon completion of an RSO, an RSO report must be submitted to the Department for approval. The RSO report will document the research/ investigation and data gathering that was conducted, evaluate the results and facts obtained, present a revised conceptual site model and present recommendations. RSO

recommendations are to be implemented upon approval from the NYSDEC. Additional work plans, design documents, HASPs etc., may still be required to implement the recommendations, based upon the actions that need to be taken. A final engineering report and update to the SMP may also be required.

The RSO report will be submitted, in electronic format, to the NYSDEC Central Office, Regional Office in which the site is located, Site Control and the NYSDOH Bureau of Environmental Exposure Investigation.

8.0 REFERENCES

6 NYCRR Part 375 Environmental Remediation Programs Subparts 375-1, 375-3 and 375-6. December 14, 2006.

AMC Engineering, PLLC, *Remedial Action Work Plan, Former 110th Street Service Station Site, 2040 Frederick Douglas Boulevard, Harlem, NY. August, 2014.*

Environmental Business Consultants, *Phase I Environmental Site Assessment, 2040 Frederick Douglas Boulevard, Harlem, NY. October 14, 2013.*

Environmental Business Consultants, *Remedial Investigation Report, Former 110th Street Service Station Site, 2040 Frederick Douglas Boulevard, Harlem, NY. June 2014.*

Spill File 9509121 Documents from FOIA Request.

NYSDEC, Division of Environmental Remediation, December 2002, *DER-10, Technical Guidance for Site Investigation and Remediation.*

NYSDEC, Division of Water, June 1998, Addendum April 2000, *Technical and Administrative Guidance Series 1:1:1, Ambient Water Quality Standards and Guidance Values and Groundwater Effluent Limitations.*

NYSDOH, Center for Environmental Health, October 2006, *Final Guidance for Evaluating Soil Vapor Intrusion in the State of New York.*

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TABLES

Table 1: Notifications*

Name	Contact Information
Dana Mecomber	(718) 482-7541, dana.mecomber@dec.ny.gov
Jane O'Connell	(718) 482-4599, jane.oconnell@dec.ny.gov
Kelly Lewandowski	518-402-9581, kelly.lewandowski@dec.ny.gov

* Note: Notifications are subject to change and will be updated as necessary.

Table 2
2040 Frederick Douglas Boulevard,
Harlem, New York
Monitoring Well Gauging Data

Well No.	Total Well Depth (ft)	Casing Elevation	DTW (ft)	DTP (ft)	Product Thickness (ft)	GW Elevation
MW1501	20	22.54	11.03			-11.51
MW1502	20	22.65	10.97			-11.68
MW1503	20	22.61	11.05			-11.56
MW1504	45	50.04				
MW1505	20	22.66				
MW1506	43	48.01				
MW6	45	49.3				
IW1	Not Installed					
IW2						
IW3	20	22.7	10.98			-11.72
IW4	20	22.72	10.98			-11.74
IW5	Not Installlled					
IW6	20	22.54	10.86			-11.68
IW7	20	22.54	10.85			-11.69
IW8	Not Installed					
IW9						
IW10						
IW11	20	22.69	11.09			-11.60
IW12	Not Installed					
IW13						
IW14	20	39.49				
IW15	20	39.42				
IW16	20	22.75	10.15			-12.60
IW17	20	22.61	10.89			-11.72
IW18	20	22.72				
IW19	20	22.69				
IW20	Not Installed					
IW21	20	22.81				

Notes:
DTW - Depth to Water (ft)
DTP - Depth to Product (ft)
N/A - not accessible

TABLE 3
Endpoint Samples with Detections Above SCOs

COMPOUND	NYSDEC Part 375.6 Unrestricted Use Soil Cleanup Objectives*	NYDEC Part 375.6 Restricted Residential Soil Cleanup Objectives*	NYDEC Part 375.6 Groundwater Protection Soil CleanUp Objectives	HS 6 SSW 6/17/2015 32' µg/Kg		HS 6 ESW 6/17/2015 32' µg/Kg		HS7A BOTTOM 7/6/2015 33' µg/Kg		HS 8 ESW 6/22/2015 34.5' µg/Kg	
				Result	RL	Result	RL	Result	RL	Result	RL
Acetone	50	100,000	50	**58**	47	<SCOs	-	<SCOs	-	**60**	36
m&p-Xylenes	260	100,000	1,600	<SCOs	-	<SCOs	-	**3,300**	270	<SCOs	-
o-Xylene	260	100,000	1,600	<SCOs	-	<SCOs	-	**1,200**	270	<SCOs	-
Chromium	30	180	19	<SCOs	-	**36.8**	0.40	<SCOs	-	<SCOs	-
Lead	63	400	450	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-
Manganese	1,600	2,000	390	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-
Mercury	0.18	0.81	0.73	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-

COMPOUND	NYSDEC Part 375.6 Unrestricted Use Soil Cleanup Objectives*	NYDEC Part 375.6 Restricted Residential Soil Cleanup Objectives*	NYDEC Part 375.6 Groundwater Protection Soil CleanUp Objectives	EP1 5/4/2015 15' µg/Kg		EP2 5/15/2015 14' µg/Kg		EP3 5/15/2015 16' 5/15/2015 µg/Kg		EP4 5/20/2015 29.5' µg/Kg		EP6 6/10/2015 29.5' µg/Kg		^EP11 6/19/2015 31' µg/Kg		^EP13 6/19/2015 32' µg/Kg		^EP14 6/19/2015 31' µg/Kg		EP18 7/24/2015 19' µg/Kg		EP19 7/24/2015 15' µg/Kg		SW EP1 5/29/2015 28' µg/Kg	
				Result	RL	Result	RL	Result	RL	Result	RL	Result	RL	Result	RL	Result	RL	Result	RL	Result	RL	Result	RL	Result	RL
1,2,4-Trimethylbenzene	3,600	52,000	3,600	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	**7,800**	540	<SCOs	-	<SCOs	-	<SCOs	-
Acetone	50	100,000	50	<SCOs	-	<SCOs	-	<SCOs	-	**71**	50	<SCOs	-	<SCOs	-	<SCOs	-	**110**	54	<SCOs	-	<SCOs	-	<SCOs	-
Benzene	60	4,800	60	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	**340**	490	**640**	280	**460**	5.4	<SCOs	-	<SCOs	-	<SCOs	-
Ethylbenzene	1,000	41,000	1,000	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	**1,400**	540	<SCOs	-	<SCOs	-	<SCOs	-
4,4'-DDE	3.3	8,900	17,000	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	**19**	11	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-
Chromium	30	180	19	**20.1**	0.38	**22.9**	0.36	**24.8**	0.34	**20.9**	0.42	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	**33.3**	0.40
Lead	63	400	450	**140**	0.8	**235**	7.3	**84.9**	0.7	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	**146**	0.8	**126**	0.8
Manganese	1,600	2,000	390	**393**	3.8	**407**	3.6	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	**467**	3.6	**468**	4.2	<SCOs	-
Mercury	0.18	0.81	0.73	**1.17**	0.03	**0.38**	0.03	**0.5**	0.03	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	**0.24**	0.03	**0.4**	0.03	**0.71**	0.03
Zinc	109	2,200	2,480	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	**142**	0.8		

COMPOUND	NYSDEC Part 375.6 Unrestricted Use Soil Cleanup Objectives*	NYDEC Part 375.6 Restricted Residential Soil Cleanup Objectives*	NYDEC Part 375.6 Groundwater Protection Soil CleanUp Objectives	SW EP2 5/29/2015 27' µg/Kg		SW EP3 5/29/2015 28' µg/Kg		SW EP 3A 6/17/2015 16' µg/Kg		SW EP 4A 6/17/2015 16' µg/Kg		SW EP5 5/29/2015 30' µg/Kg		SW EP 5A 6/17/2015 16' µg/Kg		SW EP7 5/29/2015 29' µg/Kg		SW EP7A 6/19/2015 15' µg/Kg		SW EP8 7/16/2015 27' µg/Kg		SW EP9 7/23/2015 28' µg/Kg		SW EP11 7/27/2015 29' µg/Kg	
				Result	RL	Result	RL	Result	RL	Result	RL	Result	RL	Result	RL	Result	RL	Result	RL	Result	RL	Result	RL	Result	RL
1,2,4-Trimethylbenzene	3,600	52,000	3,600	<SCOs	-	<SCOs	-	>SCOs	-	>SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	**13,000**	1,500	<SCOs	-	<SCOs	-
Benzene	60	4,800	60	**200**	64	<SCOs	-	>SCOs	-	>SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	**960**	1,500	<SCOs	-	<SCOs	-
Ethylbenzene	1,000	41,000	1,000	<SCOs	-	<SCOs	-	>SCOs	-	>SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	**5,100**	1,500	<SCOs	-	<SCOs	-
m&p-Xylenes	260	100,000	1,600	<SCOs	-	<SCOs	-	>SCOs	-	>SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	**42,000**	1,500	<SCOs	-	<SCOs	-
o-Xylene	260	100,000	1,600	<SCOs	-	<SCOs	-	>SCOs	-	>SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	**1,100**	1,500	<SCOs	-	<SCOs	-
Toluene	700	100,000	700	<SCOs	-	<SCOs	-	>SCOs	-	>SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	**1,100**	1,500	<SCOs	-	<SCOs	-
Benz(a)anthracene	1,000	1,000	520	<SCOs	-	<SCOs	-	**5,000**	1,200	>SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-
Benzo(a)pyrene	1,000	1,000	22,000	<SCOs	-	<SCOs	-	**4,200**	250	>SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-
Benzo(b)fluoranthene	1,000	1,000	1,700	<SCOs	-	<SCOs	-	**5,700**	1,200	>SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-
Benzo(k)fluoranthene	800	3,900	1,700	<SCOs	-	<SCOs	-	**3,100**	250	>SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-
Chrysene	1,000	3,900	5,900	<SCOs	-	<SCOs	-	**4,600**	1,200	>SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-
Dibenz(a,h)anthracene	330	330	895,000,000	<SCOs	-	<SCOs	-	**570**	250	>SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-
Indeno(1,2,3-cd)pyrene	500	500	8,200	<SCOs	-	<SCOs	-	**2,500**	250	>SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-
Pyrene	100,000	100,000	3,900	<SCOs	-	<SCOs	-	7000	1,200	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-
4,4'-DDE	3.3	8,900	17,000	<SCOs	-	<SCOs	-	<SCOs	-	**10**	2.2	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-
4,4'-DDT	3.3	7,900	136,000	<SCOs	-	**5.8**	2.4	<SCOs	-	**19**	2.2	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-
Dieldrin	5	200	100	<SCOs	-	**5.1**	4.0	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-
Chromium	30	180	19	<SCOs	-	**34.2**	0.41	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	**35.1**	0.42	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-
Copper	50	270	1,720	<SCOs	-	**55.5**	0.41	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	**59.3**	0.42	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-
Lead	63	400	450	<SCOs	-	<SCOs	-	**187**	7.3	<SCOs	-	<SCOs	-	**140**	0.8	**83.6**	0.8	**99.9**	0.8	<SCOs	-	<SCOs	-	**234**	7.7
Mercury	0.18	0.81	0.73	**0.76**	0.04	<SCOs	-	**0.53**	0.03	**0.41**	0.03	<SCOs	-	**0.65**	0.03	**0.72**	0.03	**0.9**	0.03	<SCOs	-	**0.19**	0.03	**0.63**	0.03
Nickel	30	140	130	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	**30.5**	0.42	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-
Zinc	109	2,200	2,480	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	<SCOs	-	**222**	7.3	<SCOs	-	**147**	7.5	<SCOs	-	**118**	0.8	<SCOs	-	<SCOs	-

Notes:

* - 6 NYCRR Part 375-6 Remedial Program Soil Cleanup Objectives

RL - Reporting Limit

Bold/highlighted- Indicated exceedance of the NYSDEC UUSCO Guidance Value

Bold/highlighted- Indicated exceedance of the NYSDEC RRSCO Guidance Value

Bold/highlighted- Indicated exceedance of the NYSDEC GPSCO Guidance Value

Relevant defined as those parameters found in soil which were also affecting groundwater (i.e. petroleum VOCs)

^ Initial Sample. Prior to Overexcavation. Subsequent samples designated as EP11A, EP13A and EP14A >SCOs.

SW - Denotes sidewall sample

Former 110th Street Service Station,
2040 Frederick Douglas Blvd
New York, New York

Table 4
Ground Water Analytical Results
Volatile Organic Compounds
Remaining Above Standards

Compound	Groundwater Quality	MW1501		MW1502		MW1502		MW1503		MW1503		MW1504		MW1505		MW1505		MW1506		MW1506		MW6	
		9/1/2015		9/1/2015		10/1/2015		9/1/2015		10/1/2015		10/1/2015		9/1/2015		10/1/2015		4/13/2015		10/1/2015		10/1/2015	
		µg/L		µg/L		µg/L		µg/L		µg/L		µg/L		µg/L		µg/L		µg/L		µg/L		µg/L	
	µg/L	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
1,1,1,2-Tetrachlorothane	5	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 2.0	2.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 5.0	5.0	< 20	20	< 1.0	1.0
1,1,1-Trichloroethane	5	< 5.0	5.0	< 5.0	5.0	< 5.0	5.0	< 5.0	5.0	< 10	10	< 5.0	5.0	< 5.0	5.0	< 5.0	5.0	< 5.0	5.0	< 100	100	< 5.0	5.0
1,1,2,2-Tetrachloroethane	5	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 2.0	2.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 5.0	5.0	< 20	20	< 1.0	1.0
1,1,2-Trichloroethane	1	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 2.0	2.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 5.0	5.0	< 20	20	< 1.0	1.0
1,1-Dichloroethane	5	< 5.0	5.0	< 5.0	5.0	< 5.0	5.0	< 5.0	5.0	< 10	10	< 5.0	5.0	< 5.0	5.0	< 5.0	5.0	< 5.0	5.0	< 100	100	< 5.0	5.0
1,1-Dichloroethene	5	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 2.0	2.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 5.0	5.0	< 20	20	< 1.0	1.0
1,1-Dichloropropene		< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 2.0	2.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 5.0	5.0	< 20	20	< 1.0	1.0
1,2,3-Trichlorobenzene		< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 2.0	2.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 5.0	5.0	< 20	20	< 1.0	1.0
1,2,3-Trichloropropane	0.04	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 2.0	2.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 5.0	5.0	< 20	20	< 1.0	1.0
1,2,4-Trichlorobenzene		< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 2.0	2.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 5.0	5.0	< 20	20	< 1.0	1.0
1,2,4-Trimethylbenzene	5	**0.79**	1.0	**2.1**	1.0	< 1.0	1.0	< 1.0	1.0	< 2.0	2.0	**32**	5.0	< 1.0	1.0	< 1.0	1.0	< 5.0	5.0	< 20	20	**0.31**	1.0
1,2-Dibromo-3-chloropropane	0.04	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 2.0	2.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 5.0	5.0	< 20	20	< 1.0	1.0
1,2-Dibromoethane		< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 2.0	2.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 5.0	5.0	< 20	20	< 1.0	1.0
1,2-Dichlorobenzene	5	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 2.0	2.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 4.0	4.0	< 20	20	< 1.0	1.0
1,2-Dichloroethane	0.6	< 0.60	0.60	< 0.60	0.60	< 0.60	0.60	< 0.60	0.60	< 1.2	1.2	< 0.60	0.60	< 0.60	0.60	< 0.60	0.60	< 3.0	3.0	< 12	12	< 0.60	0.60
1,2-Dichloropropane	0.94	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 2.0	2.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 5.0	5.0	< 20	20	< 1.0	1.0
1,3,5-Trimethylbenzene	5	**1.3**	1.0	**1.4**	1.0	< 1.0	1.0	< 1.0	1.0	< 2.0	2.0	**11**	1.0	< 1.0	1.0	< 1.0	1.0	< 5.0	5.0	< 20	20	< 1.0	1.0
1,3-Dichlorobenzene		< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 2.0	2.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 3.0	3.0	< 20	20	< 1.0	1.0
1,3-Dichloropropane	5	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 2.0	2.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 5.0	5.0	< 20	20	< 1.0	1.0
1,4-Dichlorobenzene	5	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 2.0	2.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 5.0	5.0	< 20	20	< 1.0	1.0
2,2-Dichloropropane	5	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 2.0	2.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 5.0	5.0	< 20	20	< 1.0	1.0
2-Chlorotoluene	5	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 2.0	2.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 5.0	5.0	< 20	20	< 1.0	1.0
2-Hexanone (Methyl Butyl Ketone)		< 2.5	2.5	< 2.5	2.5	< 2.5	2.5	< 2.5	2.5	< 5.0	5.0	< 2.5	2.5	< 2.5	2.5	< 2.5	2.5	< 13	13	< 50	50	< 2.5	2.5
2-Isopropyltoluene	5	< 1.0	1.0	**0.88**	1.0	< 1.0	1.0	< 1.0	1.0	< 2.0	2.0	**0.6**	1.0	< 1.0	1.0	**0.59**	1.0	**2.4**	5.0	**5.8**	20	< 1.0	1.0
4-Chlorotoluene	5	< 1.0	1.0	< 1.0 *	1.0	< 1.0	1.0	< 1.0	1.0	< 2.0	2.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 5.0	5.0	< 20	20	< 1.0	1.0
4-Methyl-2-Pentanone		< 2.5	2.5	**9.5**	2.5	7.3	2.5	< 2.5	2.5	< 5.0	5.0	< 2.5	2.5	< 2.5	2.5	< 2.5	2.5	< 13	13	< 50	50	< 2.5	2.5
Acetone	50	**13**	5.0	**18**	5.0	**140**	50	**6.5**	5.0	**240**	50	**14**	5.0	**3.3**	5.0	**3.9**	5.0	< 25	25	< 100	100	< 5.0	5.0
Acrolein		< 5.0	5.0	< 5.0	5.0	< 5.0	5.0	< 5.0	5.0	< 10	10	< 5.0	5.0	< 5.0	5.0	< 5.0	5.0	< 25	25	< 100	100	< 5.0	5.0
Acrylonitrile	5	< 5.0	5.0	< 5.0	5.0	< 5.0	5.0	< 5.0	5.0	< 10	10	< 5.0	5.0	< 5.0	5.0	< 5.0	5.0	< 25	25	< 100	100	< 5.0	5.0
Benzene	1	**0.86**	0.70	**170**	7.0	**4.7**	0.70	**0.84**	0.70	**1.6**	1.4	**15**	0.70	< 0.70	0.70	< 0.70	0.70	< 3.5	3.5	< 14	14	< 0.70	0.70
Bromobenzene	5	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 2.0	2.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 5.0	5.0	< 20	20	< 1.0	1.0
Bromochloromethane	5	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 2.0	2.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 5.0	5.0	< 20	20	< 1.0	1.0
Bromodichloromethane		< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 2.0	2.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 5.0	5.0	< 20	20	< 1.0	1.0
Bromoform		< 5.0	5.0	< 5.0	5.0	< 5.0	5.0	< 5.0	5.0	< 10	10	< 5.0	5.0	< 5.0	5.0	< 5.0	5.0	< 25	25	< 100	100	< 5.0	5.0
Bromomethane	5	< 5.0	5.0	< 5.0	5.0	**31**	50	< 5.0	5.0	**17**	10	**< 5.0**	5.0	< 5.0	5.0	< 5.0	5.0	< 5.0	5.0	< 100	100	< 5.0	5.0
Carbon Disulfide	60	< 1.0	1.0	< 1.0	1.0	**6**	1.0	< 1.0	1.0	**17**	2.0	**0.77**	1.0	< 1.0	1.0	< 1.0	1.0	< 5.0	5.0	< 20	20	< 1.0	1.0
Carbon tetrachloride	5	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 2.0	2.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 5.0	5.0	< 20	20	< 1.0	1.0
Chlorobenzene	5	< 5.0	5.0	< 5.0	5.0	< 5.0	5.0	< 5.0	5.0	< 10	10	< 5.0	5.0	< 5.0	5.0	< 5.0	5.0	< 5.0	5.0	< 100	100	< 5.0	5.0
Chloroethane	5	< 5.0	5.0	< 5.0	5.0	**1.8**	5.0	< 5.0	5.0	**0.95**	10	< 5.0	5.0	< 5.0	5.0	< 5.0	5.0	< 5.0	5.0	< 100	100	< 5.0	5.0
Chloroform	7	**0.8**	5.0	< 5.0	5.0	**1.2**	5.0	< 5.0	5.0	**2.9**	10	< 5.0	5.0	< 5.0	5.0	< 5.0	5.0	< 5.0	5.0	< 100	100	< 5.0	5.0
Chloromethane	5	< 5.0	5.0	**0.97**	5.0	**130**	50	< 5.0	5.0	**180**	50	**1.6**	5.0	< 5.0	5.0	**1.3**	5.0	< 5.0	5.0	**11**	100	**1.4**	5.0
cis-1,2-Dichloroethene	5	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 2.0	2.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 5.0	5.0	< 20	20	< 1.0	1.0
cis-1,3-Dichloropropene		< 0.40	0.40	< 0.40	0.40	< 0.40	0.40	< 0.40	0.40	< 0.80	0.80	< 0.40	0.40	< 0.40	0.40	< 0.40	0.40	< 2.0	2.0	< 8.0	8.0	< 0.40	0.40
Dibromochloromethane		< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 2.0	2.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 5.0	5.0	< 20	20	< 1.0	1.0
Dibromomethane	5	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 2.0	2.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 5.0	5.0	< 20	20	< 1.0	1.0
Dichlorodifluoromethane	5	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 2.0	2.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 5.0	5.0	< 20	20	< 1.0	1.0
Ethylbenzene	5	**3**	1.0	**13**	1.0	< 1.0	1.0	< 1.0	1.0	< 2.0	2.0	**23**	1.0	< 1.0	1.0	< 1.0	1.0	< 5.0	5.0	< 20	20	< 1.0	1.0
Hexachlorobutadiene	0.5	< 0.5	0.5	< 0.5	0.5	< 1.0	1.0	< 0.5	0.5	< 2.0	2.0	< 1.0	1.0	< 0.5	0.5	< 1.0	1.0	< 5.0	5.0	< 20	20	< 1.0	1.0
Isopropylbenzene	5	**1.5**	1.0	**6.6**	1.0	< 1.0	1.0	**0.63**	1.0	**2.7**	2.0	**5.1**	1.0	**0.46**	1.0	**1.2**	1.0	**14**	5.0	**15**	20	< 1.0	1.0
m&p-Xylenes	5	**2.9**	1.0	**5.9**	1.0	< 1.0	1.0	**0.3**	1.0	**0.91**	2.0	**35**	1.0	< 1.0	1.0	< 1.0	1.0	**1.4**	5.0	< 20	20	< 1.0	1.0
Methyl Ethyl Ketone (2-Butanone)		< 2.5	2.5	< 2.5	2.5	**18**	2.5	< 2.5	2.5	**22**	5.0	< 2.5	2.5	< 2.5	2.5	< 2.5	2.5	< 13	13	< 50	50	< 2.5	2.5
Methyl t-butyl ether (MTBE)	10	**2.7**	1.0	**120**	10	**5.8**	1.0	**7.5**	1.0	**7.8**	2.0	**3.1**	1.0	< 1.0	1.0	< 1.0	1.0	< 5.0	5.0	< 20	20	< 1.0	1.0
Methylene chloride	5	< 3.0	3.0	< 3.0	3.0	< 3.0	3.0	< 3.0	3.0	**3.3**	6.0	< 3.0	3.0	< 3.0	3.0	< 3.0	3.0	< 5.0	5.0	< 60	60	< 3.0	3.0
Naphthalene	10	**3.5**	1.0	**2.8**	1.0	< 1.0	1.0	< 1.0	1.0	< 2.0	2.0	**9.1**	1.0	< 1.0	1.0	< 1.0	1.0	< 5.0	5.0	< 20	20	< 1.0	1.0
n-Butylbenzene	5	< 1.0	1.0	**0.35**	1.0	< 1.0	1.0	< 1.0	1.0	< 2.0	2.0	**1.9**	1.0	< 1.0	1.0	< 1.0	1.0	**2.7**	5.0	< 20	20	< 1.0	1.0
n-Propylbenzene	5	**1.1**	1.0	**5.8**	1.0	< 1.0	1.0	**0.34**	1.0	**2.4**	2.0	**9.1**	1.0	< 1.0	1.0	< 1.0	1.0	**16**	5.0	**10**	20	< 1.0	1.0
o-Xylene	5	**0.53**	1.0	**1.5**	1.0	< 1.0	1.0	< 1.0	1.0	< 2.0	2.0	**7.8**	1.0	< 1.0	1.0	< 1.0	1.0	< 5.0	5.0	< 20	20	< 1.0	1.0
p-Isopropyltoluene		< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 2.0	2.0	**1.1**	1.0	< 1.0	1.0	< 1.0	1.0	< 5.0	5.0	< 20	20	< 1.0	1.0
sec-Butylbenzene	5	**0.49**	1.0	**1.8**	1.0	< 1.0	1.0	**0.26**	1.0	< 2.0	2.0	**1.4**	1.0	< 1.0	1.0	1.3	1.0	**6.1**	5.0	**14**	20	< 1.0	1.0
Styrene	5	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 2.0	2.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 5.0	5.0	< 20	20	< 1.0	1.0
tert-Butylbenzene	5	< 1.0	1.0	**0.71**	1.0	< 1.0	1.0	< 1.0	1.0	< 2.0	2.0	**0.34**	1.0	< 1.0	1.0	< 1.0	1.0	**1.5**	5.0	< 20	20	< 1.0	1.0
Tetrachloroethene	5	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 2.0	2.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 5.0	5.0	< 20	20	< 1.0	1.0
Tetrahydrofuran (THF)		< 5.0	5.0	< 5.0	5.0	< 5.0	5.0	< 5.0	5.0	< 10	10	< 5.0	5.0	< 5.0	5.0	< 5.0	5.0	< 25	25	< 100	100	< 5.0	5.0
Toluene	5	**0.48**	1.0	**5**	1.0	< 1.0	1.0	< 1.0	1.0	< 2.0	2.0	**4.9**	1.0	< 1.0	1.0	< 1.0	1.0	< 5.0	5.0	< 20	20	< 1.0	1.0
trans-1,2-Dichloroethene	5	< 5.0	5.0	< 5.0	5.0	< 5.0	5.0	< 5.0	5.0	< 10	10	< 5.0	5.0	< 5.0	5.0	< 5.0	5.0	< 5.0	5.0	< 100	100	< 5.0	5.0
trans-1,3-Dichloropropene	0.4	< 0.40	0.40	< 0.40	0.40	< 0.40	0.40	< 0.40	0.40	< 0.80	0.80	< 0.40	0.40	< 0.40	0.40	< 0.40	0.40	< 2.0	2.0	< 8.0	8.0	< 0.40	0.40
trans-1,4-dichloro-2-butene	5	< 2.5	2.5	< 2.5	2.5	< 2.5	2.5	< 2.5	2.5	< 5.0	5.0	< 2.5	2.5	< 2.5	2.5	< 2.5	2.5	< 13	13	< 50	50	< 2.5	2.5
Trichloroethene	5	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 2.0	2.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 5.0	5.0	< 20	20	< 1.0	1.0
Trichlorofluoromethane	5	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 2.0	2.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 5.0	5.0	< 20	20	< 1.0	1.0
Trichlorotrifluoroethane		< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 2.0	2.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 5.0	5.0	< 20	20	< 1.0	1.0
Vinyl Chloride	2	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 2.0	2.0	< 1.0	1.0	< 1.0	1.0	< 1.0	1.0	< 2.0	2.0	< 20	20	< 1.0	1.0

Notes:
RL- Reporting Limit
Bold/highlighted- Indicated exceedance of the NYSDEC Groundwater Standard

Table 5 – Post Remediation Sampling Requirements and Schedule

Sampling Location	Analytical Parameters				Schedule
	VOCs (EPA 8260C)	SVOCs (EPA 8270D)	pH (field)	Persulfate (field)	
MW1501	X	X	X	X	4 weeks after oxidant injection, then quarterly
MW1502	X	X	X	X	4 weeks after oxidant injection, then quarterly
MW1503	X	X	X	X	4 weeks after oxidant injection, then quarterly
MW1504	X	X	X	X	4 weeks after oxidant injection, then quarterly
MW1505	X	X	X	X	4 weeks after oxidant injection, then quarterly
MW1506	X	X	X	X	4 weeks after oxidant injection, then quarterly
MW6	X	X	X	X	4 weeks after oxidant injection, then quarterly

Table 6 – Monitoring Well Construction Details

Monitoring Well ID	Well Location	Coordinates (long/lat)	Well Dia. (in.)	Elevation (above mean sea level)			
				Casing	Surface	Screen Top	Screen Bottom
MW1501	On-site	40.800665°N 73.957457°W	1	22.54	22.82	12.82	2.82
MW1502	On-site	40.800743°N 73.957427°W	1	22.65	22.80	12.80	2.80
MW1503	On-site	40.800837°N 73.957451° W	1	22.61	22.82	12.82	2.82
MW1504	downgradient Off-site	40.800743°N, 73.957557° W	1	50.04	50.16	15.16	5.16
MW1505	downgradient Off-site	40.800927°N, 73.957600° W	1	22.66	22.83	12.83	2.83
MW1506	downgradient Off-site	40.800509° N, 73.957579° W	1	48.01	48.15	13.15	3.15
MW6	downgradient Off-site	40.800650° N, 73.957584° W	1	49.30	49.58	14.58	4.58

Table 7: Schedule of Interim Monitoring/Inspection Reports

Task/Report	Reporting Frequency*
Groundwater Monitoring and Treatment	Quarterly (1 month following sampling event, if ISCO injections are performed they will take place approx 1 mo. Prior to GW sampling event)
Periodic Review Report	Annually, or as otherwise determined by the Department

* The frequency of events will be conducted as specified until otherwise approved by the NYSDEC.

FIGURES



USGS Central Park Quadrangle. 1995, Contour Interval = 10 feet

0 .5 1 MILES

1000 0 1000 2000 3000 4000 5000 FEET

1 .5 0 .5 1 KILOMETERS

1000 0 1000 METERS

MN TN

13°

08/12/10

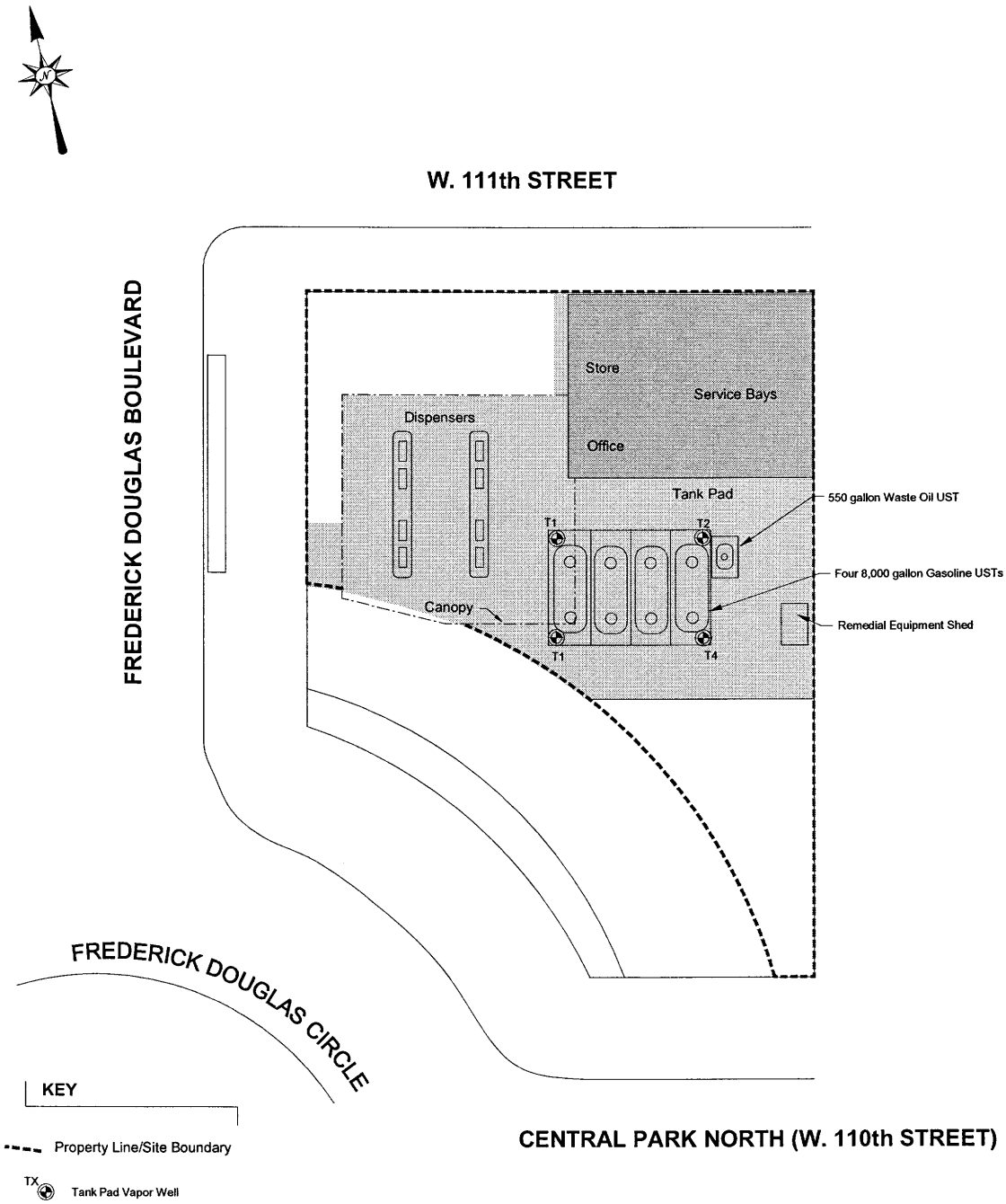
EBC
ENVIRONMENTAL BUSINESS CONSULTANTS

Phone 631.504.6000
Fax 631.924.2870

FORMER 110TH STREET SERVICE STATION

2040 FREDERICK DOUGLAS BOULEVARD, HARLEM, NY

FIGURE 1 TOPOGRAPHIC MAP

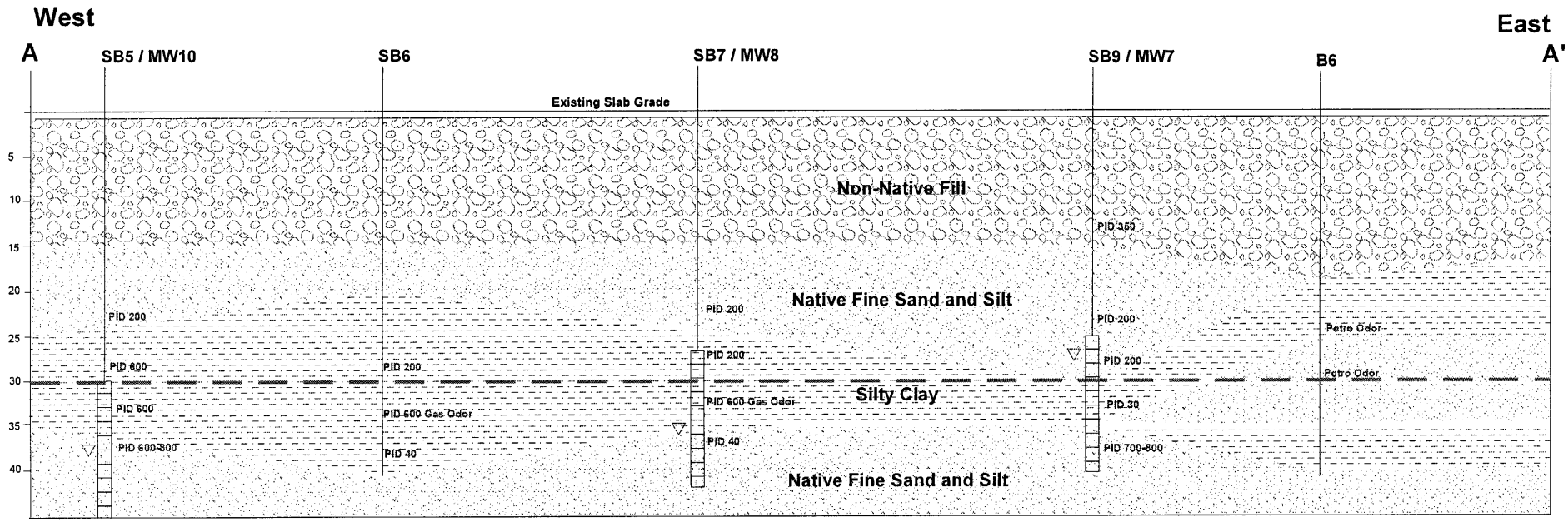


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Phone 631.504.6000
Fax 631. 924 .2870

FIGURE 2

SITE ADDRESS: FORMER 110TH STREET SERVICE STATION
2040 FREDERICK DOUGLAS BOULEVARD, HARLEM, NY

DRAWING TITLE: SITE PLAN - PRIOR TO REMEDIAL ACTION



SCALE

0 5 10 20

1 Inch = 10 Feet

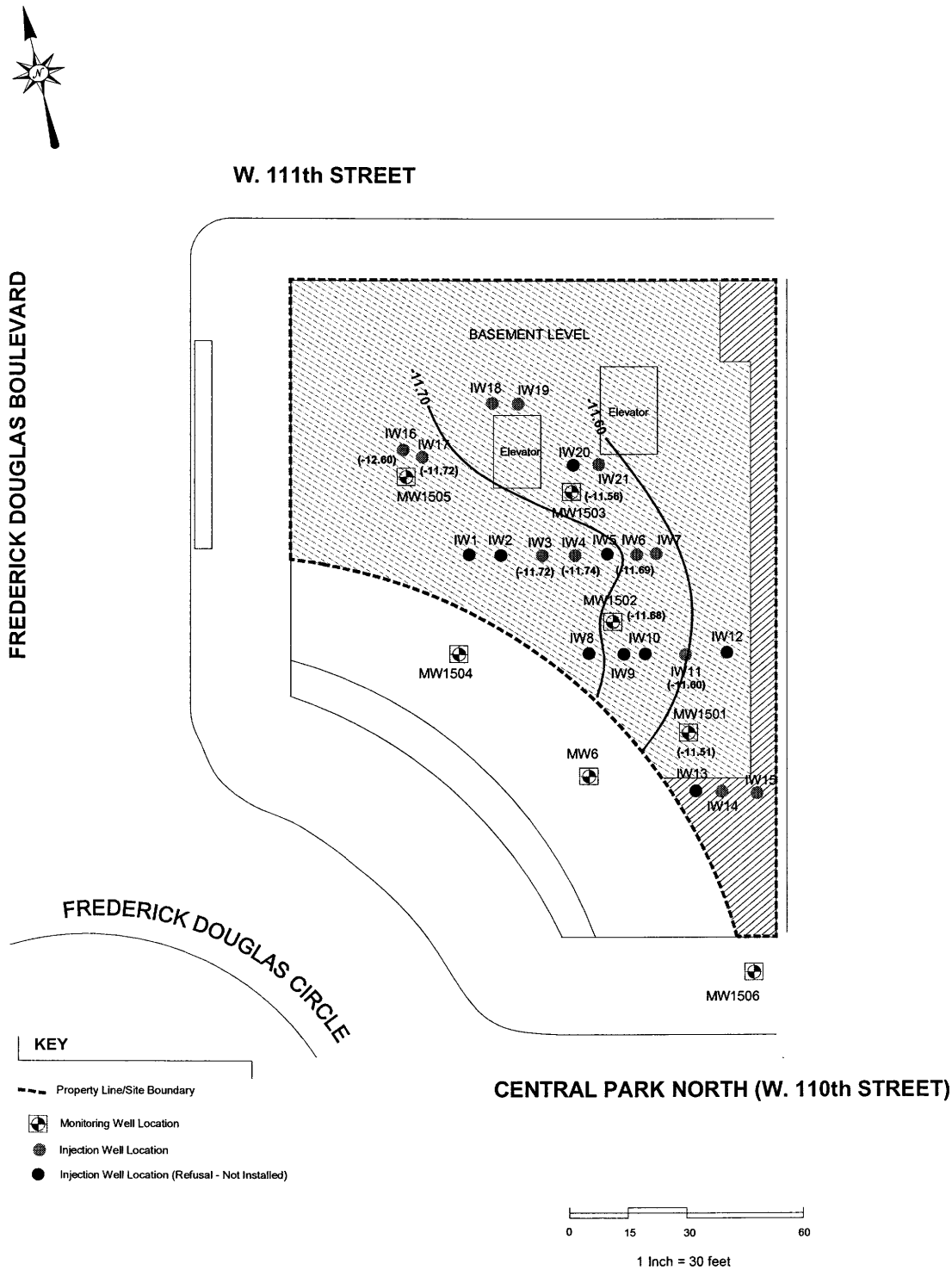
Vertical Exageration 1.8X

Excavation Depth

BC
ENVIRONMENTAL BUSINESS CONSULTANTS
1808 MIDDLE COUNTRY ROAD. RIDGE. NY 11961
Phone: 631.504.6000
Fax: 631.924.2780

FORMER 110 SERVICE STATION
2040 FREDERICK DOUGLAS BLVD, HARLEM, NY

FIGURE 3 GEOLOGIC CROSS SECTION PRIOR TO REMEDIAL ACTION



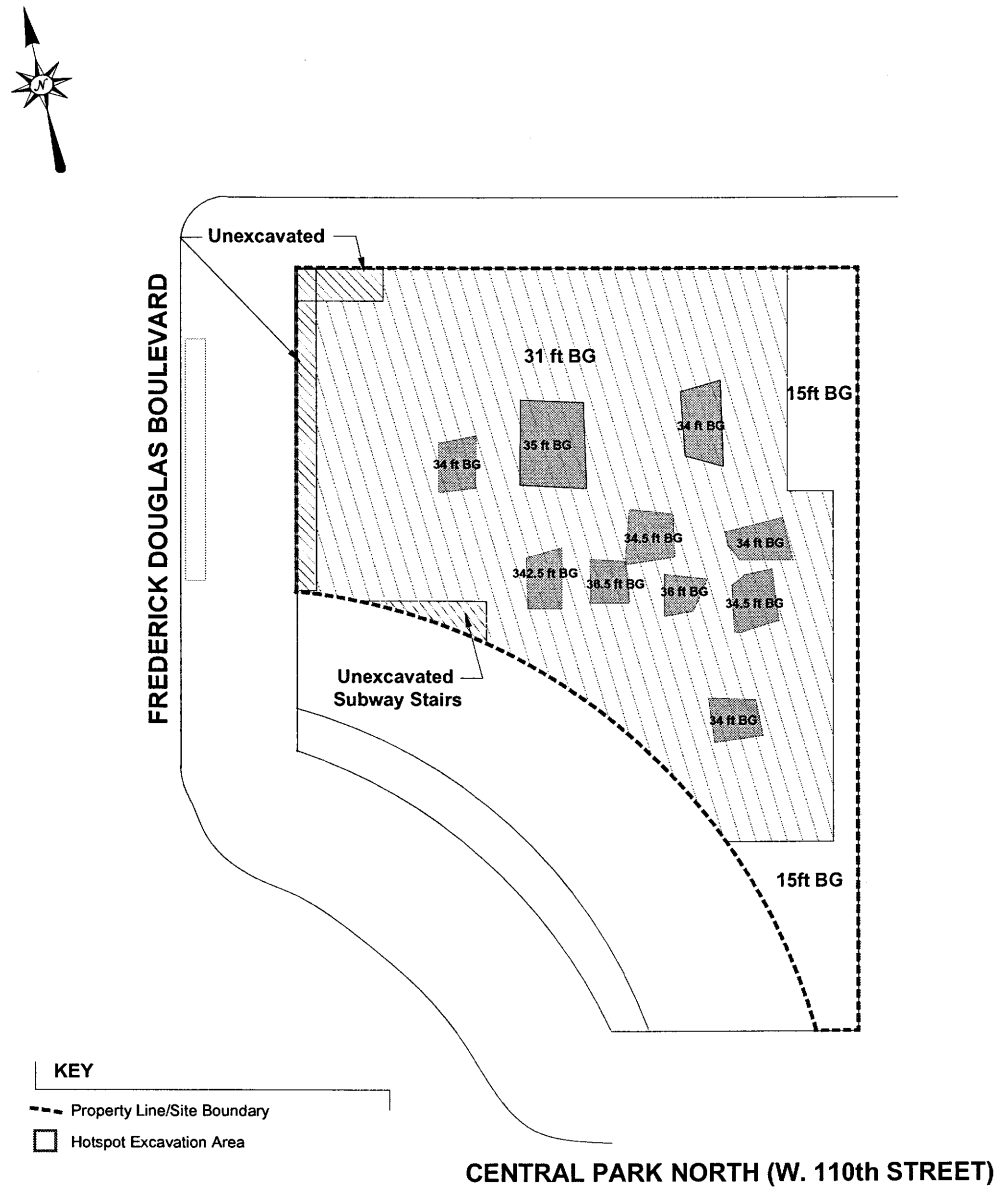
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Phone 631.504.6000
Fax 631. 924 .2870

FIGURE 4

SITE ADDRESS: FORMER 110TH STREET SERVICE STATION
2040 FREDERICK DOUGLAS BOULEVARD, HARLEM, NY

DRAWING TITLE: GROUNDWATER ELEVATION (11-19-15)

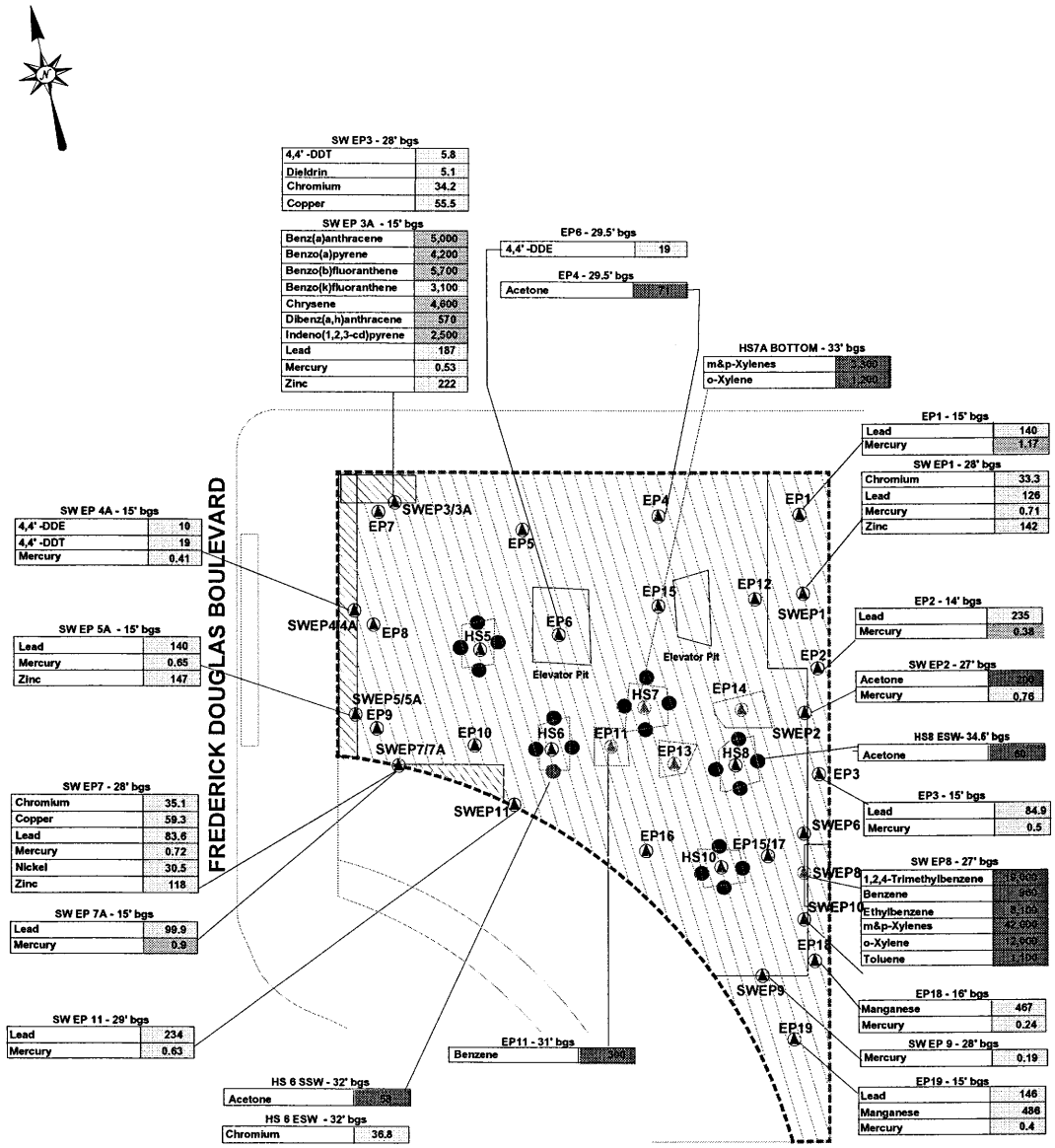


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Phone 631.504.6000
Fax 631.924.2870

FIGURE 5

SITE ADDRESS: FORMER 110TH STREET SERVICE STATION
2040 FREDERICK DOUGLAS BOULEVARD, HARLEM, NY

DRAWING TITLE: FINAL EXCAVATION DEPTHS



KEY

- Property Line/Site Boundary
- Hotspot Excavation Area
- Endpoint Sample Location
- Sidewall Sample Location
- Results Exceed Unrestricted Use SCOs
- Results Exceed Restricted Residential SCOs
- Results Exceed Relevant GW Protection SCOs
- ND Not Detected Above Unrestricted / GW Protection SCOs
- * Reporting Limit for Benzene and Acetone > GW Prot SCOs

Metals:Units: mg/kg,

VOCs, SVOCs, Pesticides: ug/kg

CENTRAL PARK NORTH (W. 110th STREET)

SCALE

0 45 90

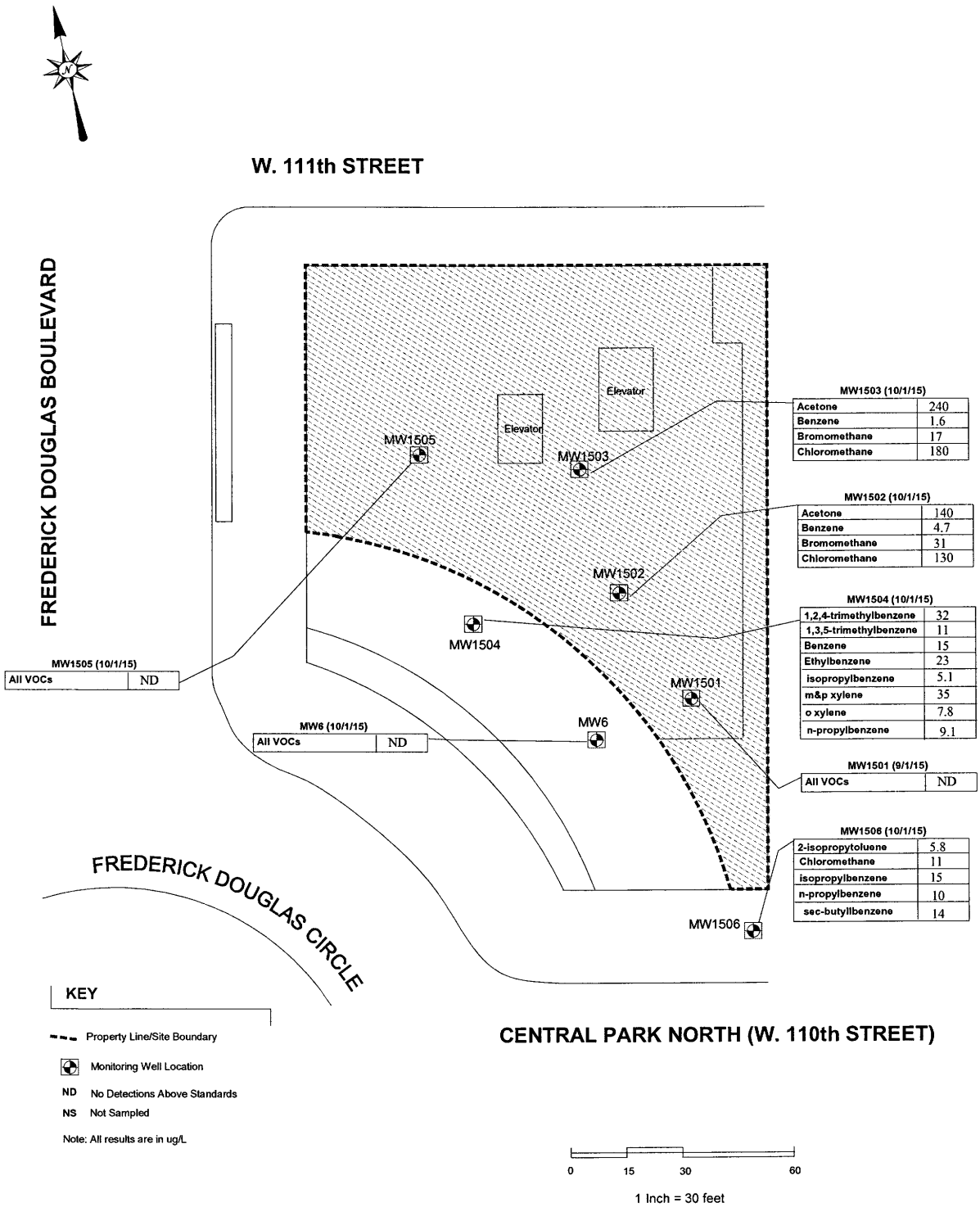
1 Inch = 45 feet

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Phone 631.504.6000
Fax 631. 924 .2870

FIGURE 6

SITE ADDRESS: FORMER 110TH STREET SERVICE STATION
2040 FREDERICK DOUGLAS BOULEVARD, HARLEM, NY

DRAWING TITLE: REMAINING SOIL ABOVE SCOS



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FIGURE 7

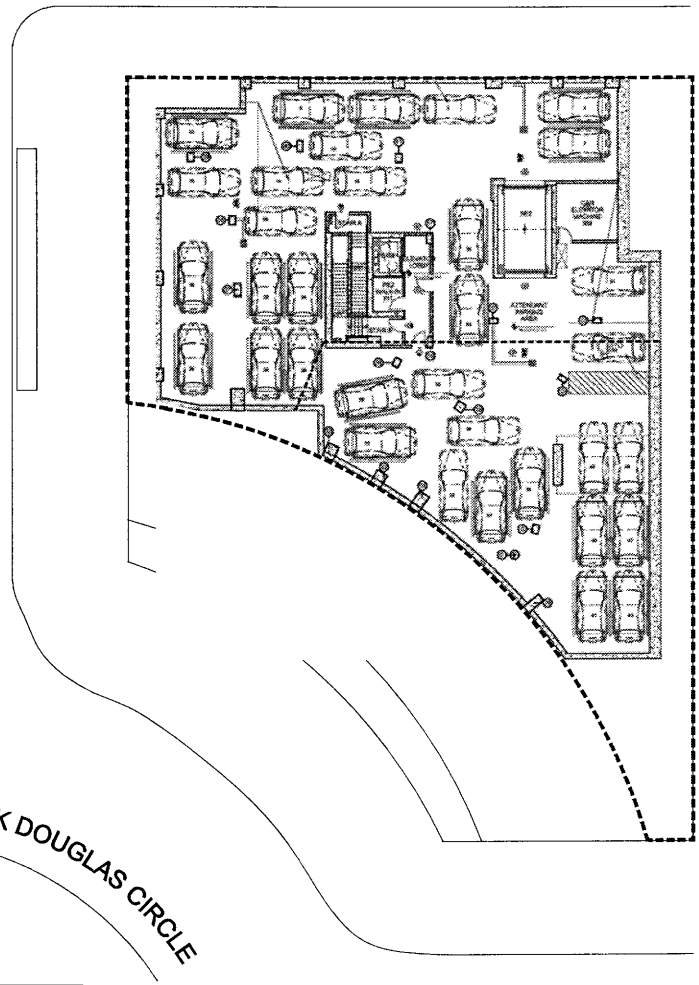
SITE ADDRESS: FORMER 110TH STREET SERVICE STATION
2040 FREDERICK DOUGLAS BOULEVARD, HARLEM, NY

DRAWING TITLE: GROUNDWATER SAMPLING RESULTS ABOVE STANDARDS



W. 111th STREET

FREDERICK DOUGLAS BOULEVARD



FREDERICK DOUGLAS CIRCLE

KEY

Property Line/Site Boundary

CENTRAL PARK NORTH (W. 110th STREET)

0 15 30 60

1 Inch = 30 feet

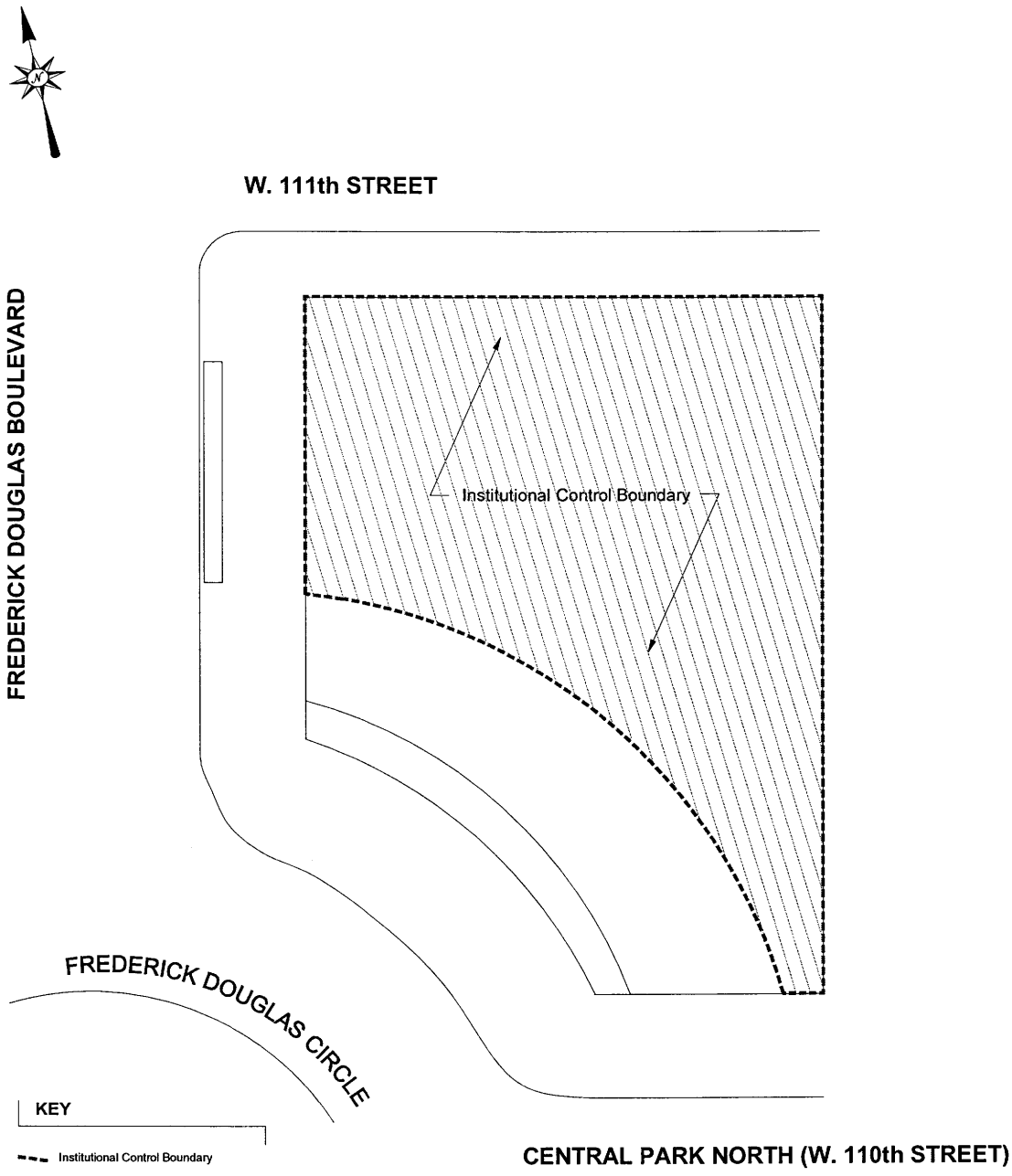
BC ENVIRONMENTAL BUSINESS CONSULTANTS

Phone 631.504.6000
Fax 631. 924 .2870

FIGURE 8

SITE ADDRESS: FORMER 110TH STREET SERVICE STATION
2040 FREDERICK DOUGLAS BOULEVARD, HARLEM, NY

DRAWING TITLE: SUB-CELLAR GARAGE PLAN

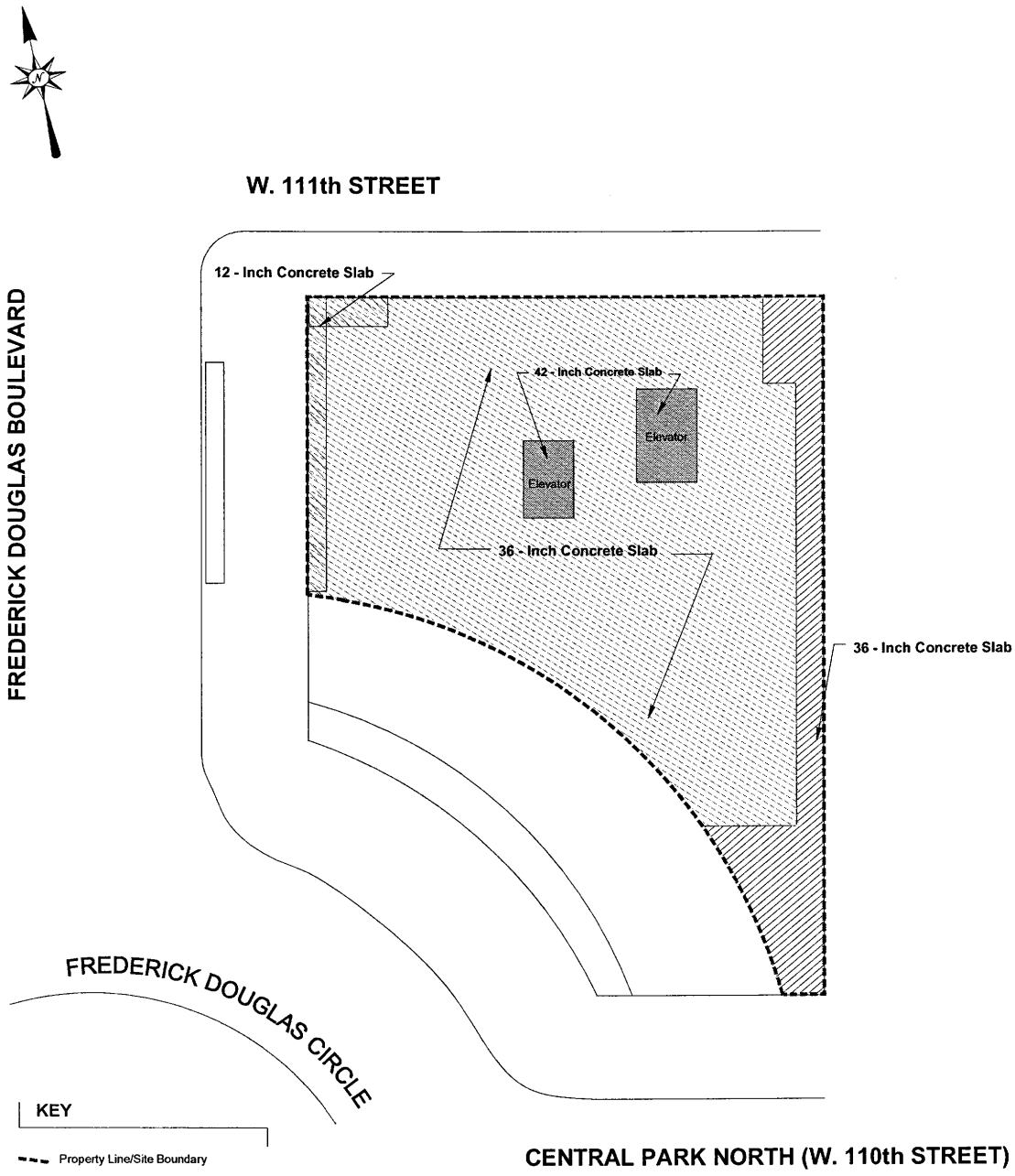


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Phone 631.504.6000
Fax 631. 924 .2870

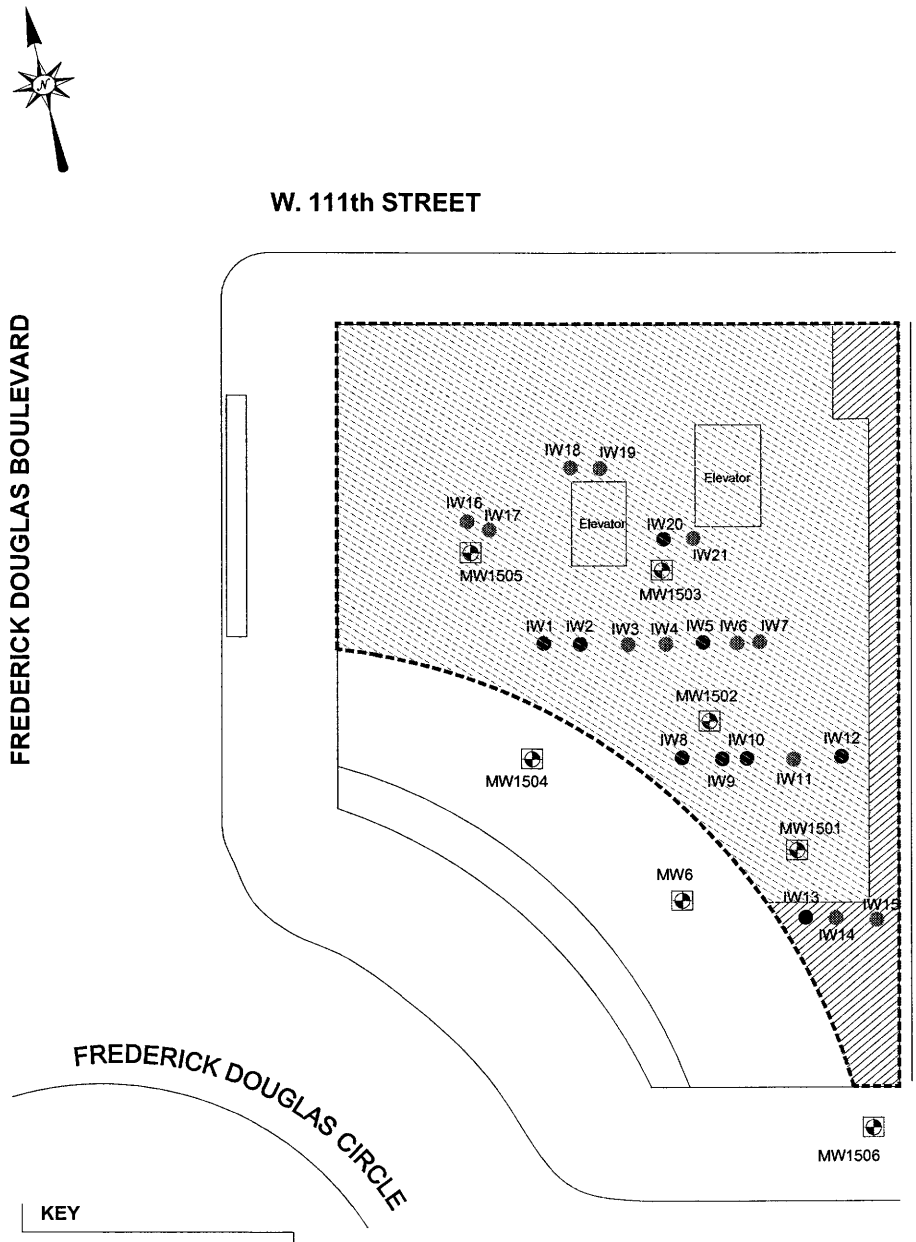
FIGURE 9

SITE ADDRESS: FORMER 110TH STREET SERVICE STATION
2040 FREDERICK DOUGLAS BOULEVARD, HARLEM, NY

DRAWING TITLE: INSTITUTIONAL CONTROL BOUNDARY



BC ENVIRONMENTAL BUSINESS CONSULTANTS Phone 631.504.6000 Fax 631.924.2870	FIGURE 10	SITE ADDRESS:	FORMER 110TH STREET SERVICE STATION 2040 FREDERICK DOUGLAS BOULEVARD, HARLEM, NY
		DRAWING TITLE:	SITE COVER SYSTEM



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Phone 631.504.6000
Fax 631.924.2870

FIGURE 11

SITE ADDRESS: FORMER 110TH STREET SERVICE STATION
2040 FREDERICK DOUGLAS BOULEVARD, HARLEM, NY

DRAWING TITLE: INJECTION WELL & MONITORING WELL LOCATIONS

APPENDIX A
Environmental Easement

ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 36 OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW

THIS INDENTURE made this 30th day of September, 2015 between Owner(s) Crescent 110 Equities, LLC, having an office at 316 West 118th Street, New York, New York 10026, County of New York, State of New York (the "Grantor"), and The People of the State of New York (the "Grantee."), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

WHEREAS, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

WHEREAS, Grantor, is the owner of real property located at the address of 2040 Frederick Douglas Boulevard in the City of New York, County of New York and State of New York, known and designated on the tax map of the New York City Department of Finance as tax map parcel number: Block 1826 Lot 1, being the same as that property conveyed to Grantor by deed dated December 18, 2013 and recorded in the City Register of the City of New York in CRFN #2014000024658. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 0.310 +/- acres, and is hereinafter more fully described in the Land Title Survey dated May 4, 2015 prepared by Montrose Surveying Co., LLP, which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; and

WHEREAS, the Department accepts this Environmental Easement in order to ensure the protection of public health and the environment and to achieve the requirements for remediation established for the Controlled Property until such time as this Environmental Easement is

extinguished pursuant to ECL Article 71, Title 36; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and the terms and conditions of Brownfield Cleanup Agreement Index Number: C231087-04-14, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement")

1. Purposes. Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. Institutional and Engineering Controls. The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.

A. (1) The Controlled Property may be used for:

Restricted Residential as described in 6 NYCRR Part 375-1.8(g)(2)(ii), Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial as described in 6 NYCRR Part 375-1.8(g)(2)(iv)

(2) All Engineering Controls must be operated and maintained as specified in the Site Management Plan (SMP);

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP;

(4) The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the New York City Department of Health and Mental Hygiene to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;

(5) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(6) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;

(7) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP;

(8) Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP;

(9) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP;

(10) Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.

B. The Controlled Property shall not be used for Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, New York 12233
Phone: (518) 402-9553

D. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department approves for the Controlled Property and all Department-approved amendments to that SMP.

E. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

This property is subject to an Environmental Easement held by the New York State Department of Environmental Conservation

pursuant to Title 36 of Article 71 of the Environmental Conservation Law.

F. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

G. Grantor covenants and agrees that it shall, at such time as NYSDEC may require, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require, that:

(1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).

(2) the institutional controls and/or engineering controls employed at such site:

(i) are in-place;

(ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved b the NYSDEC and that all controls are in the Department-approved format; and

(iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;

(3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;

(4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;

(5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

(6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and

(7) the information presented is accurate and complete.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Property, including:

A. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, subject and subordinate to this Environmental Easement;

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. If any person violates this Environmental Easement, the Grantee may revoke the Certificate of Completion with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement, including the commencement of any proceedings in accordance with applicable law.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar any enforcement rights.

6. Notice. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

County, NYSDEC Site Number, NYSDEC Brownfield Cleanup Agreement, State Assistance Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to:

Site Number: C231087
Office of General Counsel
NYSDEC
625 Broadway
Albany New York 12233-5500

With a copy to:

Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, NY 12233

All notices and correspondence shall be delivered by hand, by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and

communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. Amendment. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name.

Crescent 110 Equities, LLC:

By: _____

Print Name: Robert Ezrapour

Title: Manager Date: 9/30/2015

Grantor's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF New York)

On the 30 day of September, in the year 20 15, before me, the undersigned, personally appeared Robert Ezrapour, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name 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

JULIE TRAPINI
Notary Public, State of New York
Registration No. 01TR6292053
Qualified in New York County
Commission Expires Oct. 28, 2017

THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,

By: _____
Robert W. Schick, Director
Division of Environmental Remediation

Grantee's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF ALBANY)

On the _____ day of _____, in the year 20__, before me, the undersigned, personally appeared Robert W. Schick, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public - State of New York

SCHEDULE "A" PROPERTY DESCRIPTION

Tax Block 1826, Tax Lot 1 (0.31001 Acre)

ALL that certain plot, piece or parcel of land situate, lying and being in the Borough of Manhattan, City and State of New York, being known and designated as Block 1826, Lot 1, on the tax map dated March 17, 1975, for the Borough of Manhattan, more particularly bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of One Hundred Eleventh Street with the easterly side of Eighth Avenue;

RUNNING THENCE southerly along the easterly side of Eighth Avenue 72 feet 10 inches to the intersection of the easterly side of Eighth Avenue with the northerly side of Frederick Douglass Circle;

THENCE along said Frederick Douglass Circle in a southerly direction on a curve to the right with a radius of 142 feet and a central angle of 64 degrees 41 minutes 31 seconds, a distance of 160 feet 4 inches per deed (160.333 feet per survey) to the northerly side of Cathedral Parkway;

THENCE easterly along said side of Cathedral Parkway a/k/a Central Park North and 110th Street a distance of 9 feet and 8 and ¾ inches;

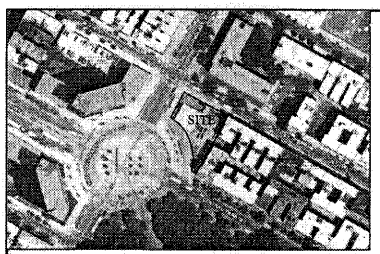
THENCE RUNNING northerly and at right angles to the last described line a distance of 171 feet 10 inches to the southerly side of West 111th Street;

THENCE RUNNING westerly along said side of west 111th Street a distance of 125 feet to the point or place of BEGINNING.

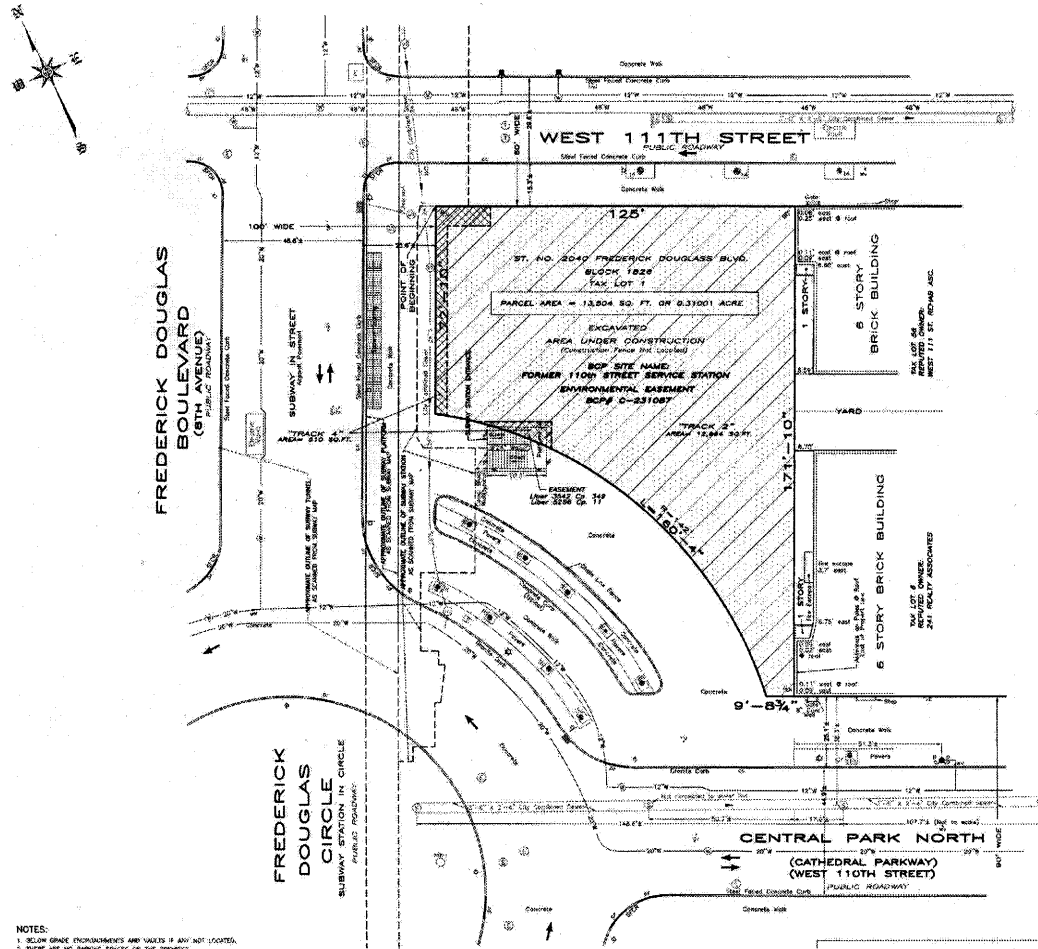
TITLE NO. 3115-00234

SURVEY NO. 54982-8

54982-8.DWG
54982-1.CRD



VICINITY MAP
NOT TO SCALE



LEGEND

ASPH.....ASPHALT
BK.....BRICK
BSMT.....BASEMENT
CO.....CLEAN OUT
CONC.....CONCRETE
CLF.....CHAIN LINK FENCE
CONC.....CONCRETE
CMF.....CHAIN ROPE FENCE
CBA.....CIRCULAR BRICK/STONE AREA
DR.....DRAIN
EL.....ELEVATION
FND.....FIRE ALARM BOX
FC.....FILL CAP
FF EL.....FLOOR ELEVATION
GP.....GUARD POLE
GV.....GAS VALVE
H.....IRON FENCE
GR.....GRATED BACK INLET/ELEVATION
HW.....SEWER INVERT ELEVATION
LP.....LIGHT POLE
MH.....MAN. HOLE
MISC.....MISCELLANEOUS MANHOLE
OF.....OIL FILL
OVHD.....OVERHEAD WIRES
P.....POLE
PAVT.....PAVEMENT
PM.....PARKING METER
PAINT.....STRIPE, MARKINGS, SYMBOL
PP.....PEDESTRIAN RAMP
RET.....RETAINING
RIM.....RIM ELEVATION SEWER MANHOLE
STCR.....STEEL FACED CURB ROUND
ST.....STORY
TBM.....TOP OF BANK ELEVATION
TP.....TRAFFIC LIGHT
TEL.....TELEPHONE
TP.....TREE PIT
TS.....TRAFFIC SIGN
TW.....ELEVATION AT TOP OF WALL
UP.....UTILITY POLE
WV.....VALVE, UNKNOWN
WALL.....BRICK CONSTRUCTION
VP.....VENT PIPE
WV.....WATER VALVE
WM.....GAS MAIN WITH SIZE
CAS.....SEWER MAIN WITH SIZE
WM.....WATER MAIN WITH SIZE
.....CATCH BASIN
E.....ELECTRIC MANHOLE / VAULT
.....FIRE MANHOLE
.....GAS MANHOLE
.....SEWER MANHOLE
.....TELEPHONE MANHOLE
.....WATER MANHOLE
.....TRAFFIC VAULT
.....UNKNOWN
17.0.....ESTABLISHED/ADJOINING GRADE

MANHATTAN TOPO BUREAU DATUM
MEAN SEA LEVEL DATUM (NAVD 1988)
MEAN SEA LEVEL DATUM (NGVD 1929)

NAVD 1988 DATUM IS 1.65 FEET BELOW THE MANHATTAN TOPO BUREAU DATUM

FLOOD HAZARD NOTE

THE PARCEL SURVEYED IS CLASSIFIED OF AREAS DESIGNATED AS ZONE X (LESS THAN 0.2% CHANCE OF FLOODING) BY FEDERAL EMERGENCY MANAGEMENT AGENCY NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 3604970111 F EFFECTIVE DATE SEPTEMBER 5, 2007

GRAPHIC SCALE - FEET
20 0 20 40 60

LEGAL DESCRIPTION/ ENVIRONMENTAL EASEMENT DESCRIPTION

Tax Block 1826, Tax Lot 1 (0.31001 ACRE)
Environmental Easement (BCP# C-231087)

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City and State of New York being known and designated as Block 1826, Lot 1 on the Tax Map dated March 17, 1975, for the Borough of Manhattan, more particularly bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of One Hundred Eleventh Street with the easterly side of Eighth Avenue;

RUNNING THENCE southerly along the easterly side of Eighth Avenue, 72 feet 10 inches to the intersection of the easterly side of Eighth Avenue with the northerly side of Frederick Douglass Circle;

THENCE along said Frederick Douglass Circle (1) southerly deflection on a curve to the right with a radius of 182 feet and a central angle of 84 degrees 47 minutes 35 seconds, a distance of 180 feet 4 inches per deed (180.541 feet per survey) to the northerly side of Cathedral Parkway;

THENCE easterly along said side of Cathedral Parkway and/or Central Park North and 110th Street, a distance of 9 feet 8-3/4 inches;

THENCE RUNNING northerly and at right angles to the last described line, a distance of 171 feet 10 inches to the southerly side of West 111th Street;

THENCE RUNNING westerly along said side of West 111th Street, a distance of 125 feet to the point or place of BEGINNING.

SCHEDULE B

3. Easement pertaining to a Stairway for a Subway Entrance Agreement recorded in Liber 3542 Cp. 349. (Plotted)

4. Permit to replace grates granted by NEW YORK CITY TRANSIT AUTHORITY to COCONU MOBIL OIL COMPANY recorded in Liber 5157 Cp. 136. (Not Plottable);

5. Agreement between SUBWAY REAL CO., CORP., ET. and NEW YORK CITY TRANSIT AUTHORITY dated 11/18/1983, recorded 12/04/1984 in Liber 5286 Cp. 13, which said Agreement terminates the terms of the agreement recorded in Libe 3543 Cp. 349 next towards the north. (Plotted).

6. Lease Renewal Term, Terms, Covenants and Restrictions contained in Agreement between THE CITY OF NEW YORK and THE HIGHER PRAYER ASSEMBLY OF THE APOSTLE PAUL, INC., dated 06/13/1973, recorded 12/16/1974 in Reel 321 Page 1581. (Not Plottable);

7. Terms of Final Decree Index No. 40416/78 in action entitled In the Matter of the Application of The City of New York, relative to acquiring title in fee simple absolute to the Real Property required for an Urban Renewal Project known as Manhattan (Area Harlem-Hamilton) Development Area (Douglass Circle) which said Decree vested title to the premises herein described in The City of New York dated 12/19/1980, recorded 11/27/1985 in Reel 6861 Page 1940. (Not Plottable);

With regard thereto:
Supreme Map: Harlem-East Harlem Neighborhood Development Project filed 03/17/1975 as Map No. 3880.

8. One dollar condemnation clause conveying a deed from the City of New York to NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION, dated 07/24/1996 and recorded in Reel 2353 Page 481 on 08/07/1996. Policy insures that an award in condemnation will not result in a diminution of value. (Not Plottable);

With regard thereto:
Satisfaction and Termination of Covenants and Restrictions recorded 01/21/2014 in CRFN 2014000024961, which terminates all of the Covenants and Restrictions contained in the deed recorded in Reel 2353 Page 481 except for the One Dollar Condemnation Clause.

9. One dollar condemnation clause recitation in deed from the City of New York to 110th STREET SERVICE STATION, INC. dated 07/24/1996 and recorded in Reel 2352 Page 201 on 08/07/1996. Policy insures that an award in condemnation will not result in a diminution of value. (Not Plottable);

With regard thereto:
Satisfaction and Termination of Covenants and Restrictions recorded 01/21/2014 in CRFN 2014000024960, which terminates all of the Covenants and Restrictions contained in the deed recorded in Reel 2353 Page 481 except for the One Dollar Condemnation Clause.

10. Terms, Conditions, Covenants, Restrictions and Easements, including Right of Reverter in favor of the City of New York contained in deed from NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION to CRESCENT 110 EXPRESS LLC dated 12/18/2013, recorded 01/21/2014 in CRFN 2014000024958. (Not Plottable)

NOTES:

1. BELOW GRADE ENCROACHMENTS AND VAULTS IF ANY NOT LOCATED.
2. THERE ARE NO PARKING SPACES ON THE PREMISES.
3. THE PREMISES IS SERVED BY GAS, WATER, ELECTRICITY, TELEPHONE AND SANITARY SEWER LINES INSTALLED IN STREETS.
4. PROFESSIONAL LIABILITY INSURANCE POLICY OBTAINED BY THE SURVEYOR IN THE MINIMUM AMOUNT OF $ 2,000,000.00 "IN RE" IN EFFECT THROUGHOUT THE CONTRACT TERM. CERTIFICATE OF INSURANCE TO BE FURNISHED UPON REQUEST.
5. THE PREMISES HAS ACCESS TO WEST 111TH STREET, FREDERICK DOUGLAS BOULEVARD & CENTRAL PARK NORTH.
6. THERE IS EVIDENCE OF CONSTRUCTION OR EARTH MOVING.
7. THERE IS NO EVIDENCE OF USE OF PREMISES AS SOLID WASTE DUMP.
8. NO EVIDENCE OF WETLANDS OBSERVED.
9. NO EVIDENCE OF CEMETERIES OR BURIAL GROUNDS FOUND.
10. THE PROPERTY DESCRIBED HEREON IS THE SAME PROPERTY DESCRIBED IN CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. 2115-4253A WITH AN EFFECTIVE DATE OF APRIL 21, 2015.
11. THE STREET ADDRESS OF THE SUBJECT PROPERTY IS 2040 FREDERICK DOUGLASS BOULEVARD, NEW YORK, NY.

TRACK 2
TRACK 4
ENVIRONMENTAL EASEMENT BOUNDARY

THE PROPERTY IS COVERED BY BCP SITE # C-231087

ENVIRONMENTAL EASEMENT AREA ACCESS

THE DEC OR THEIR AGENT MAY ACCESS THE ENVIRONMENTAL EASEMENT AREA AS SHOWN HEREON THROUGH ANY EXISTING STREET ACCESS OR BUILDING INGRESS/EGRESS ACCESS POINT.

This property is subject to an Environmental Easement held by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the New York Environmental Conservation Law.

THE ENGINEERING AND INSTITUTIONAL CONTROLS for the Easement are set forth in more detail in the Site Management Plan ("SMP"). A copy of the SMP must be obtained by any party with an interest in this property. The SMP may be obtained from the New York State Department of Environmental Conservation, Division of Environmental Remediation, Site Control Section, 625 Broadway, Albany, NY 12233 or at derweb@gw.dec.state.ny.us.

DRAWN: SP

NEW	DATE	DESCRIPTION

REV	DATE	DESCRIPTION
	05-04-15	ENVIRONMENTAL EASEMENT SURVEY
A	" "	TRACK INFORMATION INDICATED

ESTABLISHED 1878 • SUCCESSOR TO:
H.G. MERRIHEW (1878) POWELL & FULLER (1897) JOHN J. MCMAHON (CAMPBELL & FULLER) MERRIHEW & FULLER
WILLIAM C. KINGSLAND, JR. (C.E., L.S.) H.G. MERRIHEW (1878) JOHN J. MCMAHON (1897) STERLING M. & J.S. HAMILTON & POWELL (1897) M.S. & J.S. HAMILTON & POWELL & FULLER (1915) MONTROSE (1972) H.S. & J.S. HAMILTON & POWELL & FULLER

MONTROSE
SURVEYING CO., LLP.
CITY & LAND SURVEYORS
110 30 METROPOLITAN AVE. • FOREST HILLS, NY 11375-5200 • (718) 846-0660

CITY OF NEW YORK
COUNTY NEW YORK
TAX BLOCK 1826
TAX LOT 1

SCALE: 1" = 20'

TP-584 (4/13)

New York State Department of Taxation and Finance

Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

Recording office time stamp

See Form TP-584-I, Instructions for Form TP-584, *before completing this form. Print or type.*

Schedule A — Information relating to conveyance

Grantor/Transferor

☐ Individual
☑ Corporation
☐ Partnership
☐ Estate/Trust
☐ Single member LLC
☐ Other

Name *(if individual, last, first, middle initial)* (☐ *check if more than one grantor)*
110TH STREET SERVICE STATION INC.

Social security number

Mailing address 2040 8TH AVENUE

Social security number

City	State	ZIP code	Federal EIN
NEW YORK	NY	10026	13 3053992

Single member's name if grantor is a single member LLC *(see instructions)*

Single member EIN or SSN

Grantee/Transferee

☐ Individual
☑ Corporation
☐ Partnership
☐ Estate/Trust
☐ Single member LLC
☐ Other

Name *(if individual, last, first, middle initial)* (☐ *check if more than one grantee)*
NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION

Social security number

Mailing address 110 WILLIAM STREET

Social security number

City	State	ZIP code	Federal EIN
NEW YORK	NY	10038	13 2577233

Single member's name if grantee is a single member LLC *(see instructions)*

Single member EIN or SSN

Location and description of property conveyed

Tax map designation - Section, block & lot *(include dots and dashes)*	SWIS code (six digits)	Street address	City, town, or village	County
1 - 1826 - 1	650000	2040 **********	NEW YORK	MANHATTAN / NEW YORK

Type of property conveyed *(check applicable box)*

1 ☐ One- to three-family house
2 ☐ Residential cooperative
3 ☐ Residential condominium
4 ☐ Vacant land
5 ☑ Commercial/Industrial
6 ☐ Apartment building
7 ☐ Office building
8 ☐ Other _____

Date of conveyance: 12 (month) 18 (day) 2013 (year)

Percentage of real property conveyed which is residential real property 0.00 % *(see instructions)*

Condition of conveyance *(check all that apply)*

a. ☑ Conveyance of fee interest
b. ☐ Acquisition of a controlling interest (state percentage acquired _____%)
c. ☐ Transfer of a controlling interest (state percentage transferred _____%)
d. ☐ Conveyance to cooperative housing corporation
e. ☐ Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest *(attach Form TP-584.1, Schedule E)*
f. ☐ Conveyance which consists of a mere change of identity or form of ownership or organization *(attach Form TP-584.1, Schedule F)*
g. ☐ Conveyance for which credit for tax previously paid will be claimed *(attach Form TP-584.1, Schedule G)*
h. ☐ Conveyance of cooperative apartment(s)
i. ☐ Syndication
j. ☐ Conveyance of air rights or development rights
k. ☐ Contract assignment
l. ☐ Option assignment or surrender
m. ☐ Leasehold assignment or surrender
n. ☐ Leasehold grant
o. ☐ Conveyance of an easement
p. ☑ Conveyance for which exemption from transfer tax claimed *(complete Schedule B, Part III)*
q. ☐ Conveyance of property partly within and partly outside the state
r. ☐ Conveyance pursuant to divorce or separation
s. ☑ Other *(describe)* LAND SALE

For recording officer's use	Amount received	Date received	Transaction number
	Schedule B., Part I $ Schedule B., Part II $		

20131023001333O103

Schedule B — Real estate transfer tax return (Tax Law, Article 31)

Part I – Computation of tax due

1	Enter amount of consideration for the conveyance *(if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III)* ☑ **Exemption claimed**	1.	0 00
2	Continuing lien deduction *(see instructions if property is taken subject to mortgage or lien)*	2.	0 00
3	Taxable consideration *(subtract line 2 from line 1)*	3.	0 00
4	Tax: $2 for each $500, or fractional part thereof, of consideration on line 3	4.	0 00
5	Amount of credit claimed for tax previously paid *(see instructions and attach Form TP-584.1,* Schedule G*)*	5.	0 00
6	Total tax due* *(subtract line 5 from line 4)*	6.	0 00

Part II – Computation of additional tax due on the conveyance of residential real property for $1 million or more

1	Enter amount of consideration for conveyance *(from* Part I*, line 1)*	1.	0 00
2	Taxable consideration *(multiply line 1 by the percentage of the premises which is residential real property, as shown in* Schedule A*)*	2.	0 00
3	Total additional transfer tax due* *(multiply line 2 by 1% (.01))*	3.	0 00

Part III – Explanation of exemption claimed on Part I, line 1 *(check any boxes that apply)*

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) ..... a ☑

b. Conveyance is to secure a debt or other obligation ..... b ☐

c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance ..... c ☐

d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts ..... d ☐

e. Conveyance is given in connection with a tax sale ..... e ☐

f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F ..... f ☐

g. Conveyance consists of deed of partition ..... g ☐

h. Conveyance is given pursuant to the federal Bankruptcy Act ..... h ☐

i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property ..... i ☐

j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than $200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment ..... j ☐

k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) *(attach documents supporting such claim)* ..... k ☐

*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the ***NYC Department of Finance***. If a recording is not required, send this return and your check(s) made payable to the ***NYS Department of Taxation and Finance***, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule C — Credit Line Mortgage Certificate (Tax Law, Article 11)

Complete the following only if the interest being transferred is a fee simple interest.
I (we) certify that: *(check the appropriate box)*

1. ☑ The real property being sold or transferred is not subject to an outstanding credit line mortgage.

2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
   - ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
   - ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
   - ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
   - ☐ The maximum principal amount secured by the credit line mortgage is $3,000,000 or more, and the real property being sold or transferred is not principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

     Please note: for purposes of determining whether the maximum principal amount secured is $3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.
   - ☐ Other *(attach detailed explanation)*.

3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
   - ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
   - ☐ A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.

4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. *(Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the NYC Department of Finance.)*

Signature (both the grantor(s) and grantee(s) must sign)

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Grantor signature	Title	Grantee signature	Title
Grantor signature	Title	Grantee signature	Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the *NYC Department of Finance*? If no recording is required, send your check(s), made payable to the *Department of Taxation and Finance*, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Signature (both the grantor(s) and grantee(s) must sign)

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Grantor signature	Title	Grantee signature	Title
Grantor signature	Title	Grantee signature	Title

2013102300133301

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APPENDIX B
List of Site Contacts

Emergency Contact List

General Contacts

General Emergencies	911
NYC Police	911
NYC Fire Department	911
NYC Department of Health	212-676-2400
Mount Sinai Hospital	212-659-9210
Poison Control	800-222-1222
National Response Center	800-424-8802
NYSDEC Spills Hotline	800-457-7362

Project Contacts

NYSDEC Project Manager	Dana Mecomber	718-482-7541
NYSDEC Chief, Superfund and Brownfield Cleanup Section	Jane O'Connell	718-482-4599
NYSDOH Project Manager	Julia Kenney	518-402-7860
EBC BCP Program Manager	Charles Sosik	631-504-6000
Remedial Engineer	Ariel Czemerinski	516-987-1662
Owner's Representative	Evan Kashanian	646-834-9380

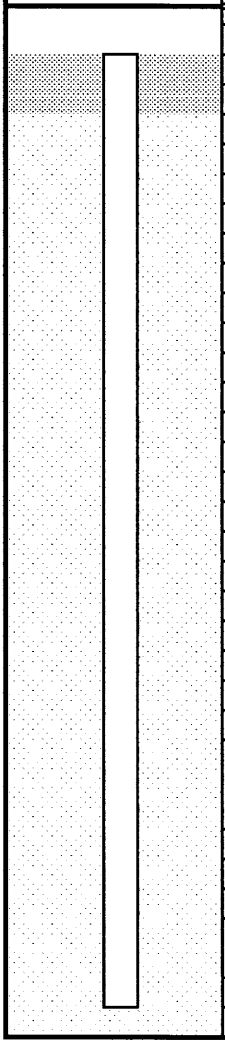
APPENDIX C
Boring Logs

Geologic Boring Log Details

EBC
ENVIRONMENTAL BUSINESS CONSULTANTS

SB2

Location: Performed within the southern portion of the existing building.		Depth to Water (ft. from grade.)	Site Elevation Datum
Site Name: ART1301	Address: 2040 Frederick Douglas Blvd, Harlem, New York	Date / DTW: Groundwater depth	Ground Elevation
Drilling Company: Eastern Environmental Solutions	Method: Geoprobe		Well Specifications
Date Started: 4/12/2014	Date Completed: 4/12/2014		None
Completion Depth: 40 feet	Geologist Kevin Waters		

SB2 (NTS)	DEPTH (ft below grade)	SAMPLES: Recovery (in.)	SAMPLES: Blow per 6 in.	SAMPLES: PID (ppm)	SOIL DESCRIPTION
	0 to 5	8		0.0	8" - Brown sandy fill material
	5 to 10	12		0.0	12" - Brown sandy fill material
	10 to 15	8		0.0	8" - Brown sandy fill material
	15 to 20	18		0.0	18" - Brown silty sand with rock
	20 to 25	20		0.0	20" - Browm silty sand with rock
	25 to 30	15		0.0	15" - Grey/black silty clay. No odor. **Retained soil sample B2(25-27')*
	30 to 35	18		0.0	18" - Grey/black silty clay. No odor
	35 to 40	26		0.6	26" - Brown silty sand with rock **Retained soil sample B2(35-37') /B2 (38-40')*

Geologic Boring Log Details

EBC
ENVIRONMENTAL BUSINESS CONSULTANTS

SB3

Location: Performed within the northern portion of the existing building.		Depth to Water (ft. from grade.)	Site Elevation Datum
Site Name: ART1301	Address: 2040 Frederick Douglas Blvd, Harlem, New York	Date / DTW	Ground Elevation
		Groundwater depth	
Drilling Company: Eastern Environmental Solutions	Method: Geoprobe		Well Specifications
Date Started: 4/12/2014	Date Completed: 4/12/2014		None
Completion Depth: 40 feet	Geologist Kevin Waters		

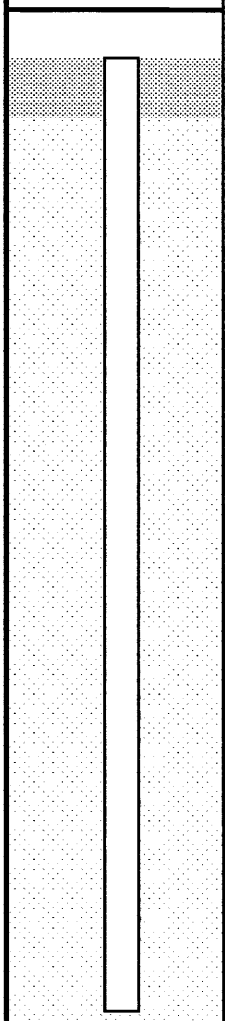
SB3 (NTS)	DEPTH (ft below grade)	SAMPLES Recovery (in.)	Blow per 6 in.	PID (ppm)	SOIL DESCRIPTION
	0 to 5	16		0.0	16" - Brown sandy fill material with brick
	5 to 10	21		0.0	21" - Brown sandy fill material with brick
	10 to 15	30		0.0	30" - Brown sandy fill material with brick
	15 to 20	28		0.0	28" - Brown sandy fill material with brick
	20 to 25	34		0.0	26" - Brown decomposed schist 8" - Brown sands with rock
	25 to 30	26		0.0	16" - Brown sand with rock and gravel 10" - Schist Refusal encountered at 29ftbg. **Retained soil sample B3(25-27') /B3(27-29')*
	30 to 35				
	35 to 40				

Geologic Boring Log Details

EBC
ENVIRONMENTAL BUSINESS CONSULTANTS

SB5

Location: Performed on western portion of property between dispensers islands.			Depth to Water (ft. from grade.)	Site Elevation Datum
Site Name: ART1301	Address: 2040 Frederick Douglas Blvd, Harlem, New York	Date / DTW	Groundwater depth	Ground Elevation
Drilling Company: Eastern Environmental Solutions	Method: Geoprobe			Well Specifications
Date Started: 4/12/2014	Date Completed: 4/12/2014			None
Completion Depth: 40 feet	Geologist Kevin Waters			

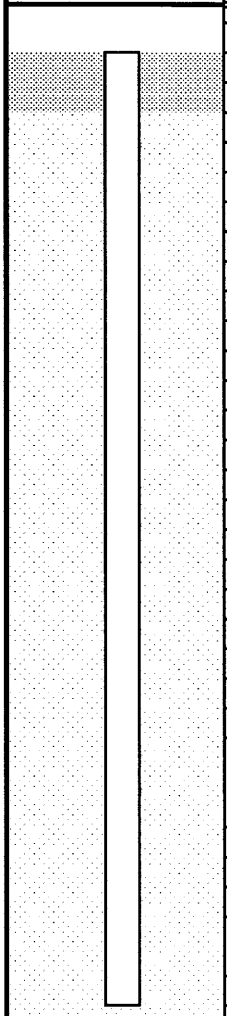
SB5 (NTS)	DEPTH (ft below grade)	SAMPLES Recovery (in.)	Blow per 6 in.	PID (ppm)	SOIL DESCRIPTION
	0 to 5	10		0.0	10" - Brown sandy sill material with brick
	5 to 10	8		0.0	8" - Brown sandy fill material with brick
	10 to 15	6		0.0	6" - Dark brown sandy silt with fill material and rock
	15 to 20	6		0.0	6" - Dark brown sandy silt with fill material and rock
	20 to 25	12		200	12" - Grey/black silty sand with clay
	25 to 30	22		600	22" - Grey/black silty clay **Retained soil sample B5(25-27')*
	30 to 35	10		600	10" - Brown silty sand and rock
	35 to 40	3		0	3" - Brown silty sand and rock **Retained soil sample B5(35-37')*

Geologic Boring Log Details

EBC
ENVIRONMENTAL BUSINESS CONSULTANTS

SB6

Location: Performed south of existing building between dispenser islands and UST field.			Depth to Water (ft. from grade.)	Site Elevation Datum
Site Name: ART1301	Address: 2040 Frederick Douglas Blvd, Harlem, New York	Date / DTW	Groundwater depth	Ground Elevation
Drilling Company: Eastern Environmental Solutions	Method: Geoprobe			Well Specifications
Date Started: 4/9/2014	Date Completed: 4/9/2014			None
Completion Depth: 40 feet	Geologist Kevin Waters			

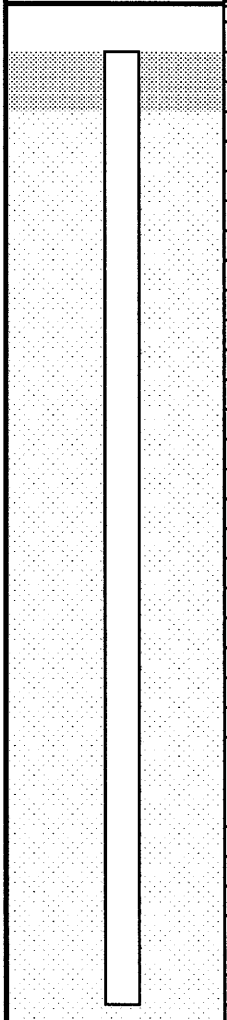
SB6 (NTS)	DEPTH (ft below grade)	SAMPLES Recovery (in.)	Blow per 6 in.	PID (ppm)	SOIL DESCRIPTION
	0 to 5	8		0.0	8" - Concrete
	5 to 10	8		0.0	8" - Brown silty sand and fill material
	10 to 15	14		0.0	14" - Brown silty sand
	15 to 20	9		0.0	9" - Dark brown silty sand
	20 to 25	7		1	7" - Brown/grey silty sand
	25 to 30	19		200	19" - Grey/black silty clay. Gas odor. **Retained soil sample B6(25-27')*
	30 to 35	19		600	19" - Grey/black silty clay with rock. Gas odor **Retained soil sample B6(30-32')*
	35 to 40	23		40	23" - Grey/brown silty clay. Gas odor **Retained soil sample B6(38-40')*

Geologic Boring Log Details

EBC
ENVIRONMENTAL BUSINESS CONSULTANTS

SB7

Location: Performed north of UST field.		Depth to Water (ft. from grade.)		Site Elevation Datum
Site Name: ART1301	Address: 2040 Frederick Douglas Blvd, Harlem, New York	Date / DTW		Ground Elevation
		Groundwater depth		
Drilling Company: Eastern Environmental Solutions	Method: Geoprobe			Well Specifications
Date Started: 4/10/2014	Date Completed: 4/10/2014			None
Completion Depth: 40 feet	Geologist Kevin Waters			

SB7 (NTS)	DEPTH (ft below grade)	SAMPLES Recovery (in.)	Blow per 6 in.	PID (ppm)	SOIL DESCRIPTION
	0 to 5	2		0.0	2" - concrete
	5 to 10	6		0.0	6" - Brown sandy fill material
	10 to 15	5		5.0	5" - Brown sandy fill material
	15 to 20	13		200	13" - Gray silty clay. Gas odor
	20 to 25	12		250	12" - Black silty sand. Gas odor.
	25 to 30	10		250	10" - Grey silty clay with rock **Retained soil sample B7(25-27')*
	30 to 35	12		300	6" - Grey silty clay 6" - Brown/blck sand **Retained soil sample B7(30-32')*
	35 to 40	24		70	24" - Black/reddish brown sands **Retained soil sample B7(38-40')*

Geologic Boring Log Details

EBC
ENVIRONMENTAL BUSINESS CONSULTANTS

SB8

Location: Performed on the eastern side of the tankfield.			Depth to Water (ft. from grade.)	Site Elevation Datum
Site Name: ART1301	Address: 2040 Frederick Douglas Blvd, Harlem, New York	Date / DTW	Groundwater depth	Ground Elevation
Drilling Company: Eastern Environmental Solutions	Method: Geoprobe			Well Specifications
Date Started: 4/9/2014	Date Completed: 4/9/2014			None
Completion Depth: 40 feet	Geologist Kevin Waters			

SB8 (NTS)	DEPTH (ft below grade)	SAMPLES Recovery (in.)	Blow per 6 in.	PID (ppm)	SOIL DESCRIPTION
	0 to 5	8		0.0	8" - concrete
	5 to 10	12		0.0	12" - Brown silty sand
	10 to 15	7		0.0	7" - Brown silty sand with rock
	15 to 20	10		0.0	10" - Brown silty sand with rock
	20 to 25	30		17	15" - Brown silty sand with rock 15" - Grey silty sand with rock. Slight odor.
	25 to 30	29		300	29" - Brown/Grey sandy silt with sheen. Gas odor. Moist. **Retained soil sample B8(25-27')*
	30 to 35	34		50	4" - Brown Grey silty sand 15" - Gray/black silrty sand 15" - Grey silty clay **Retained soil sample B8(30-32')*
	35 to 40	31		700	9" - Brown silty sand 8" - Black sands 14" - Brown silty sand **Retained soil sample B8(38-40')*

Geologic Boring Log Details

ENVIRONMENTAL BUSINESS CONSULTANTS

SB9

Location: Performed south of UST field.			Depth to Water (ft. from grade.)	Site Elevation Datum
Site Name: ART1301	Address: 2040 Frederick Douglas Blvd, Harlem, New York		Date / DTW	Ground Elevation
			Groundwater depth	
Drilling Company: Eastern Environmental Solutions	Method: Geoprobe			Well Specifications
Date Started: 4/9/2014	Date Completed: 4/9/2014			None
Completion Depth: 40 feet	Geologist Kevin Waters			

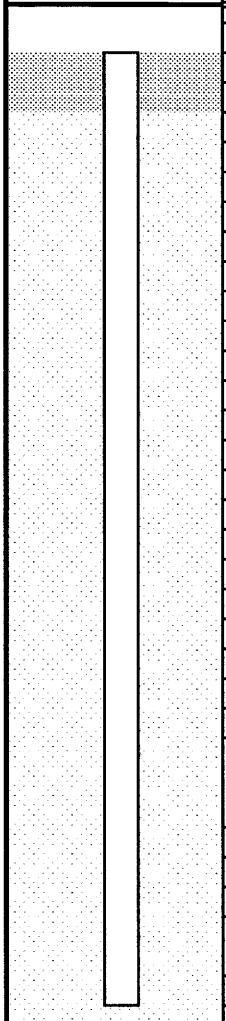
SB9 (NTS)	DEPTH (ft below grade)	SAMPLES Recovery (in.)	Blow per 6 in.	PID (ppm)	SOIL DESCRIPTION
	0				
	to 5	12		2.0	12" - Brown sandy silt with fill material and brick
	to 10	9		0.0	9" - Brown sandy silt with fill material and brick
	to 15	18		0.0	18" - Brown sandy silt with fill material and brick
	to 20	30		350	15" - Brown silty sand 15" - Black silty sand. Gas odor
	to 25	22		200	22" - Black/brown silty sand. Gas odor.
	to 30	21		200	21" - Orange/brown silty sand with rock and brick. Gas odor. **Retained soil sample B9(25-27')*
	to 35	18		200	18" - Grey/black silty clay. Gas odor. **Retained soil sample B9(35-37')*
	to 40	31		800	7" - Brown silty sand 8" - Black sands 16" - Red/brown silty sand **Retained soil sample B9(38-40')*

Geologic Boring Log Details

EBC
ENVIRONMENTAL BUSINESS CONSULTANTS

SB10

Location: Performed on the southern portion of the property, along W 100th Street.			Depth to Water (ft. from grade.)	Site Elevation Datum
Site Name: ART1301	Address: 2040 Frederick Douglas Blvd, Harlem, New York	Date / DTW	Groundwater depth	Ground Elevation
Drilling Company: Eastern Environmental Solutions	Method: Geoprobe			Well Specifications
Date Started: 4/9/2014	Date Completed: 4/9/2014			None
Completion Depth: 40 feet	Geologist Kevin Waters			

SB10 (NTS)	DEPTH (ft below grade)	SAMPLES Recovery (in.)	Blow per 6 in.	PID (ppm)	SOIL DESCRIPTION
	0 to 5	12		0.0	12" - Brown sandy fill material with concrete and rock.
	5 to 10	12		0.0	12" - Brown silty sand with rock
	10 to 15	24		0.0	24" - Brown silty sand with rock
	15 to 20	10		0.0	10" - Rock and brick
	20 to 25	19		0.0	19" - Brown silty sand with rock
	25 to 30	8		200	8" - Brown silty sand with rock. Moist at 30ft. Gas odor. **Retained soil sample B10(25-27')*
	30 to 35	39		10	12" - Brown/black silty sand, slight odor. 27" - Brown silty sand, slight odor. **Retained soil sample B10(30-32')*
	35 to 40	25		40	12" - Brown sands 13" - Brown/black sands, gas odor. **Retained soil sample B10(38-40')*

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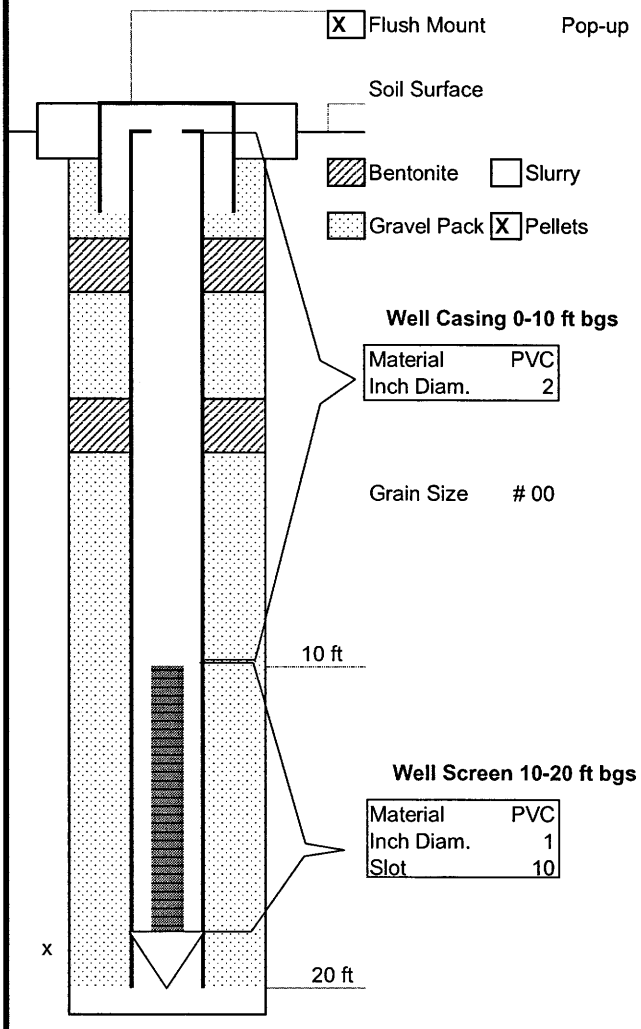
APPENDIX D
Monitoring Well Construction Logs

GROUNDWATER MONITORING WELL

ENVIRONMENTAL BUSINESS CONSULTANTS

CONSTRUCTION LOG

MW1501



Note: Drawing is not to scale.
Depths are given in feet below land surface.

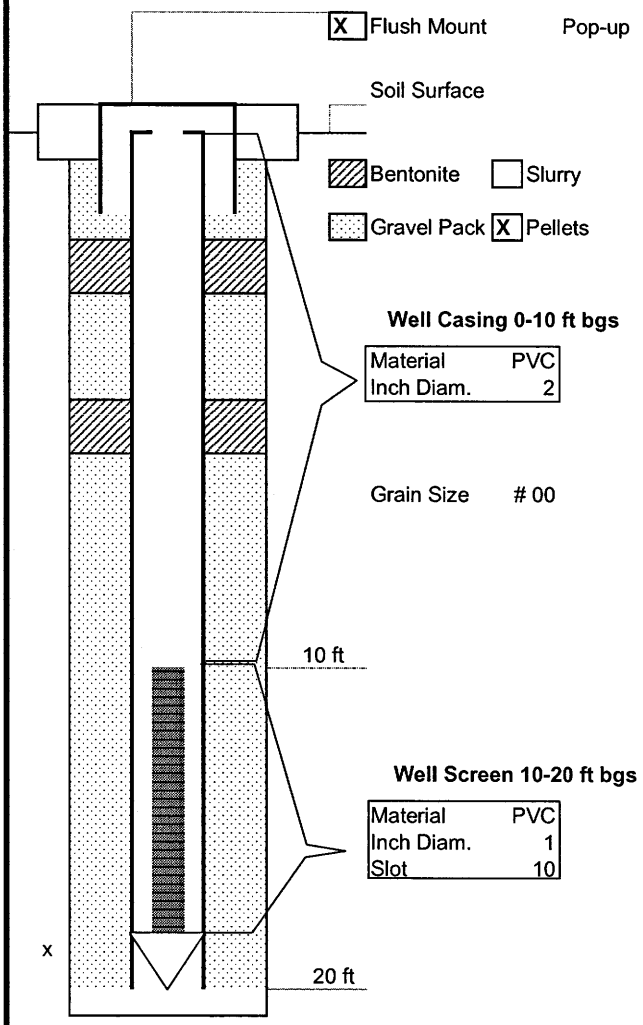
Monitoring Well No.:	MW1501
Project:	Former 110th Street Service Station 2040 Frederick Douglas Blvd, New York, NY
Depth to Groundwater	16.44 Date: 9/1/215
Installation Depth:	20 feet below basement slab
Survey Point Elevation:	
Installation Date:	August 11, 2015
Drilling Contractor:	C2 Environmental
Installation Method:	Geoprobe - Hollow Probe Rods
Field Oversight:	K. Waters

GROUNDWATER MONITORING WELL

ENVIRONMENTAL BUSINESS CONSULTANTS

CONSTRUCTION LOG

MW1502



Note: Drawing is not to scale.
Depths are given in feet below land surface.

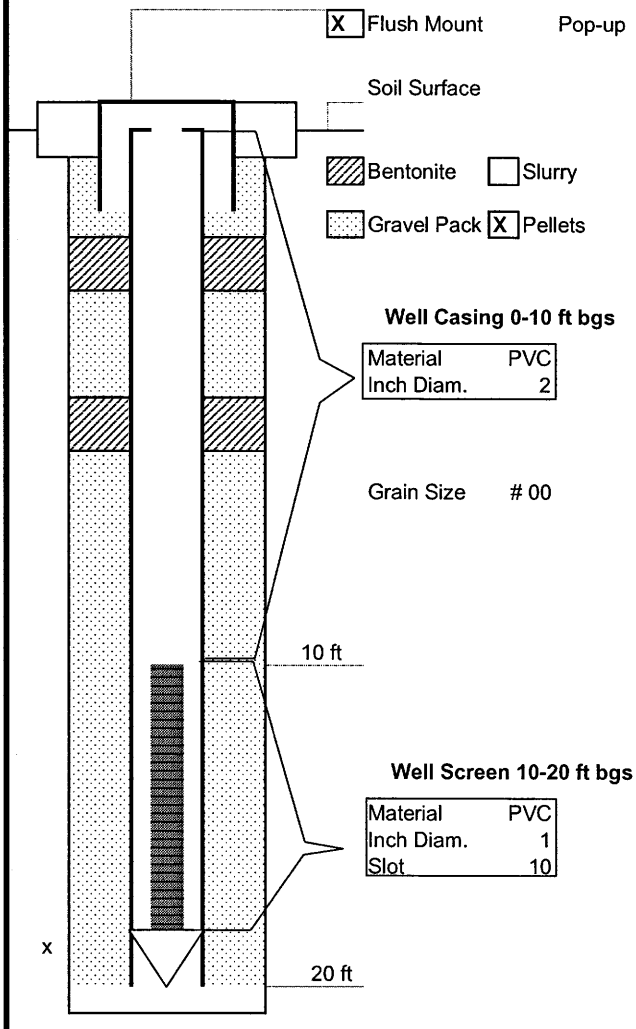
Monitoring Well No.:	MW1502
Project:	Former 110th Street Service Station 2040 Frederick Douglas Blvd, New York, NY
Depth to Groundwater	10.62 Date: 9/1/2015
Installation Depth:	20 feet below basement slab
Survey Point Elevation:	
Installation Date:	August 11, 2015
Drilling Contractor:	C2 Environmental
Installation Method:	Geoprobe - Hollow Probe Rods
Field Oversight:	K. Waters

GROUNDWATER MONITORING WELL

CONSTRUCTION LOG

MW1503

EBC
ENVIRONMENTAL BUSINESS CONSULTANTS



Note: Drawing is not to scale.
Depths are given in feet below land surface.

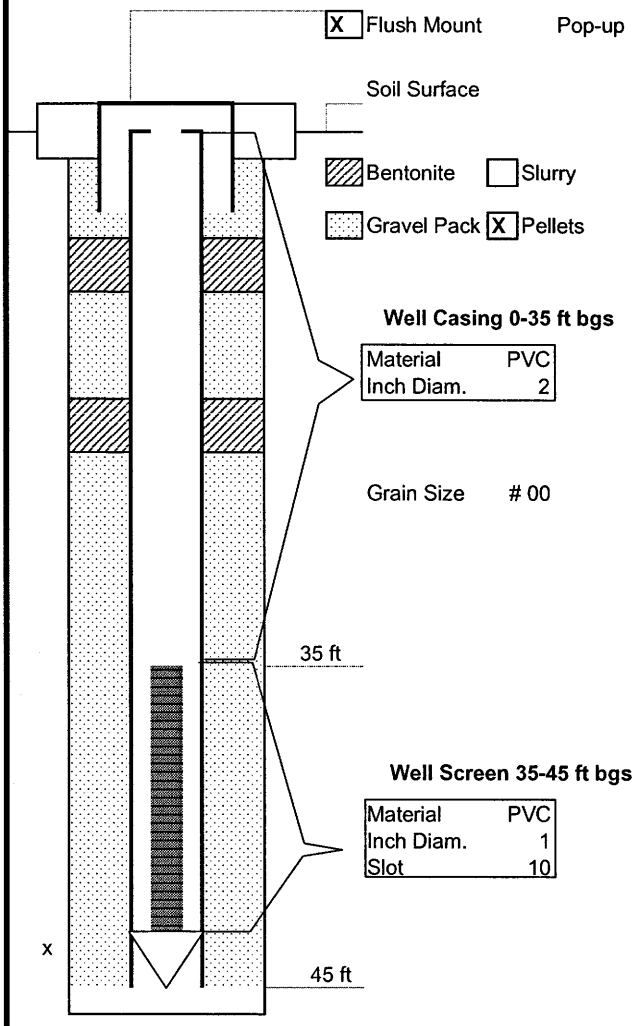
Monitoring Well No.:	MW1503
Project:	Former 110th Street Service Station
	2040 Frederick Douglas Blvd, New York, NY
Depth to Groundwater	16.92 Date: 9/1/2015
Installation Depth:	20 feet below basement slab
Survey Point Elevation:	NA
Installation Date:	July 27, 2015
Drilling Contractor:	C2 Environmental
Installation Method:	Geoprobe - Hollow Probe Rods
Field Oversight:	K. Waters

GROUNDWATER MONITORING WELL

ENVIRONMENTAL BUSINESS CONSULTANTS

CONSTRUCTION LOG

MW1504



Note: Drawing is not to scale.
Depths are given in feet below land surface.

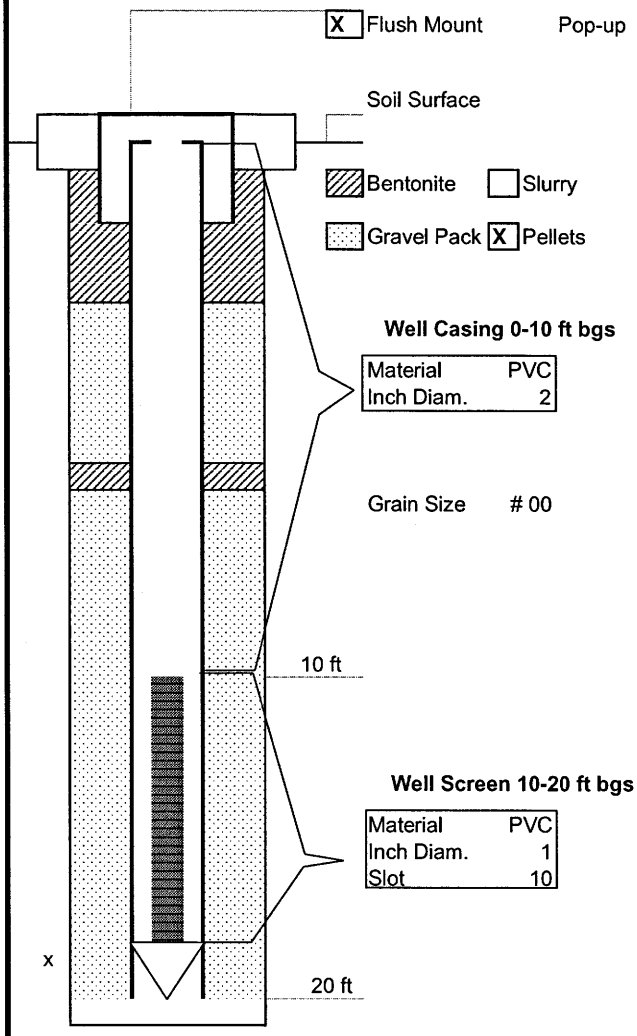
Monitoring Well No.:	MW1504
Project:	Former 110th Street Service Station 2040 Frederick Douglas Blvd, New York, NY
Depth to Groundwater	Date:
Installation Depth:	45 feet below sidewalk
Survey Point Elevation:	NA
Installation Date:	September 28, 2015
Drilling Contractor:	C2 Environmental
Installation Method:	Geoprobe - Hollow Probe Rods
Field Oversight:	K. Waters

GROUNDWATER MONITORING WELL

CONSTRUCTION LOG

MW1505

EBC
ENVIRONMENTAL BUSINESS CONSULTANTS



Note: Drawing is not to scale.
Depths are given in feet below land surface.

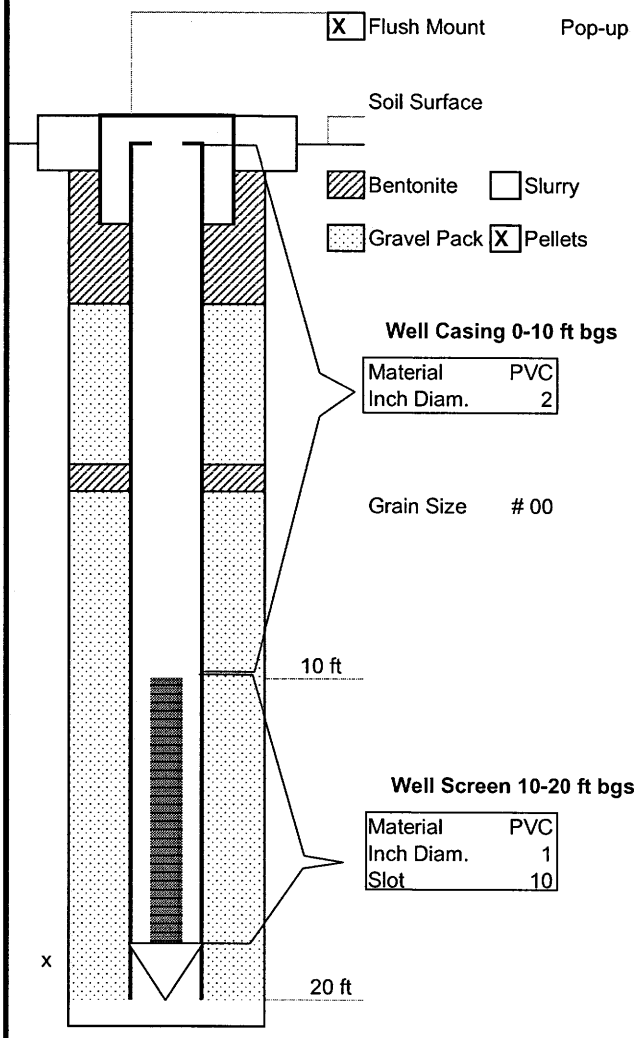
Monitoring Well No.:	MW1505
Project:	Former 110th Street Service Station 2040 Frederick Douglas Blvd, New York, NY
Depth to Groundwater	12.29 Date: 7/27/2015
Installation Depth:	20 feet below basement slab
Survey Point Elevation:	NA
Installation Date:	July 27, 2015
Drilling Contractor:	C2 Environmental
Installation Method:	Geoprobe - Hollow Probe Rods
Field Oversight:	K. Waters

GROUNDWATER MONITORING WELL

ENVIRONMENTAL BUSINESS CONSULTANTS

CONSTRUCTION LOG

MW6



Note: Drawing is not to scale.
Depths are given in feet below land surface.

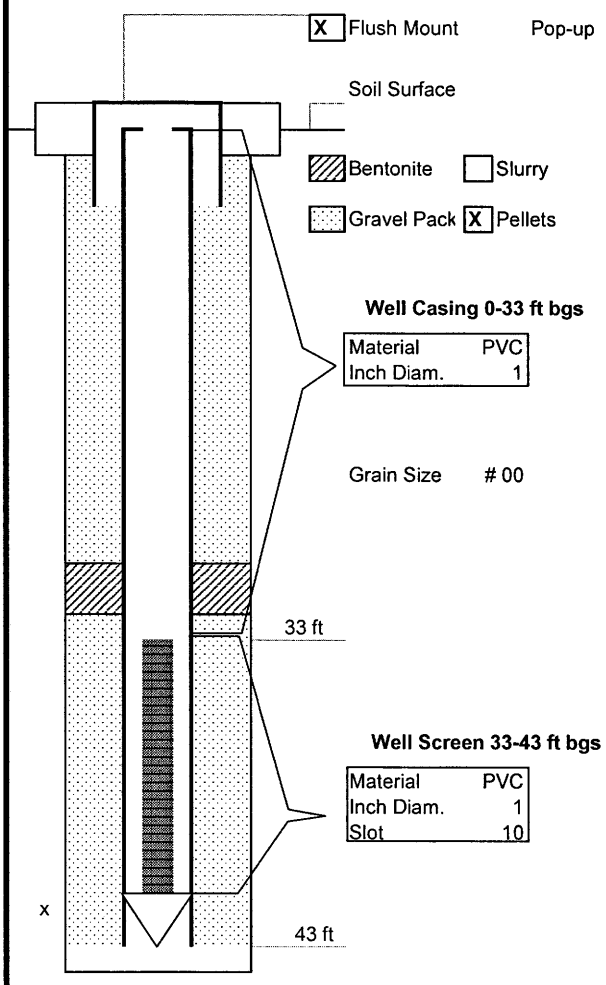
Monitoring Well No.:	MW6
Project:	Former 110th Street Service Station
	2040 Frederick Douglas Blvd, New York, NY
Depth to Groundwater	Date:
Installation Depth:	45 ft below sidewalk
Survey Point Elevation:	NA
Installation Date:	September 11, 2015
Drilling Contractor:	C2 Environmental
Installation Method:	Geoprobe - Hollow Probe Rods
Field Oversight:	K. Waters

GROUNDWATER MONITORING WELL

CONSTRUCTION LOG

MW15 (1506)

ENVIRONMENTAL BUSINESS CONSULTANTS



Note: Drawing is not to scale.
Depths are given in feet below land surface.

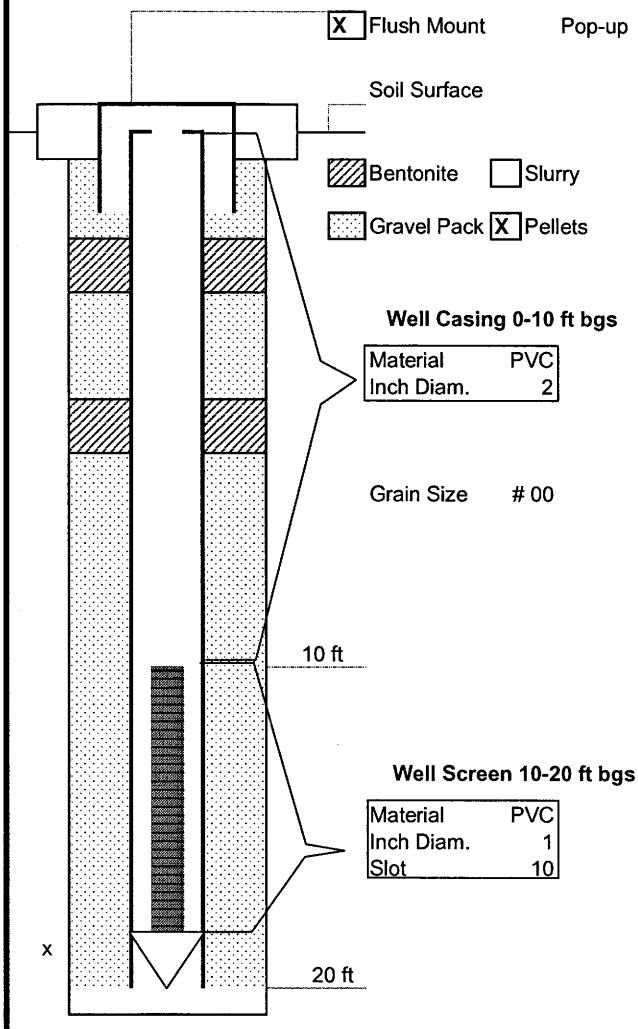
Monitoring Well No.:	MW15 (1506)
Project:	Former 110th Street Service Station
	2040 Frederick Douglas Blvd, New York, NY
Depth to Groundwate:	34.85 Date: 4/8/2015
Installation Depth:	43 ft below sidewalk
Survey Point Elevation:	NA
Installation Date:	December 18, 2014
Drilling Contractor:	Eastern Environmental
Installation Method:	Geoprobe - Hollow Probe Rods
Field Oversight:	K. Waters

GROUNDWATER MONITORING WELL

ENVIRONMENTAL BUSINESS CONSULTANTS

CONSTRUCTION LOG

IW3



Note: Drawing is not to scale.
Depths are given in feet below land surface.

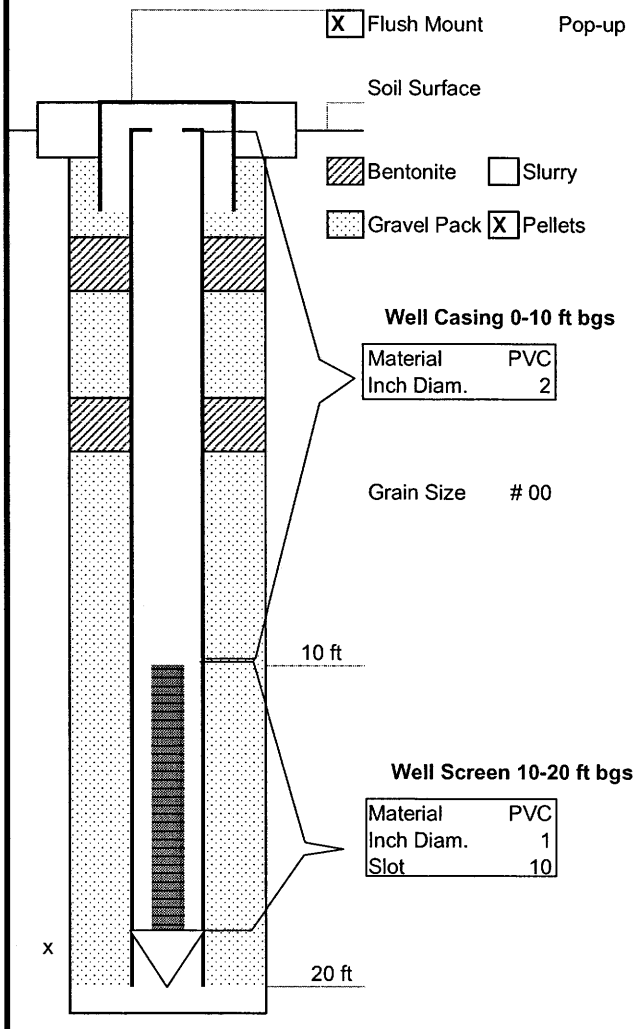
Monitoring Well No.:	IW3
Project:	Former 110th Street Service Station
	2040 Frederick Douglas Blvd, New York, NY
Depth to Groundwater	14' Date: 7/27/2015
Installation Depth:	20 feet bg
Survey Point Elevation:	NA
Installation Date:	July 27, 2015
Drilling Contractor:	C2 Environmental
Installation Method:	Geoprobe - Hollow Probe Rods
Field Oversight:	K. Waters

GROUNDWATER MONITORING WELL

ENVIRONMENTAL BUSINESS CONSULTANTS

CONSTRUCTION LOG

IW4



Note: Drawing is not to scale.
Depths are given in feet below land surface.

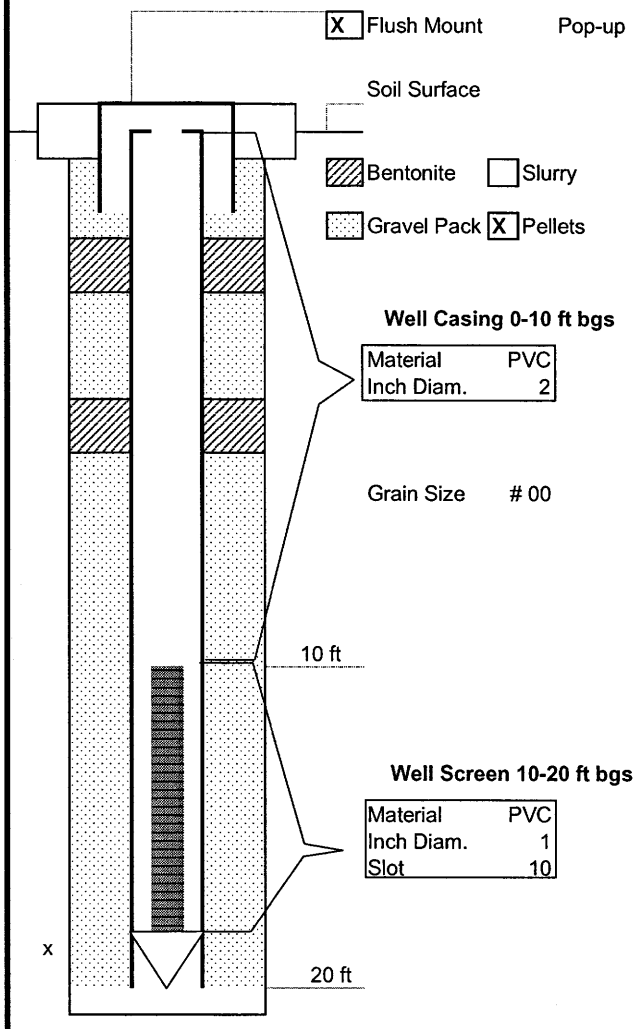
Monitoring Well No.:	IW4
Project:	Former 110th Street Service Station
	2040 Frederick Douglas Blvd, New York, NY
Depth to Groundwater	14' Date: 7/27/2015
Installation Depth:	20 feet bg
Survey Point Elevation:	NA
Installation Date:	July 27, 2015
Drilling Contractor:	C2 Environmental
Installation Method:	Geoprobe - Hollow Probe Rods
Field Oversight:	K. Waters

GROUNDWATER MONITORING WELL

CONSTRUCTION LOG

IW6

EBC
ENVIRONMENTAL BUSINESS CONSULTANTS



Note: Drawing is not to scale.
Depths are given in feet below land surface.

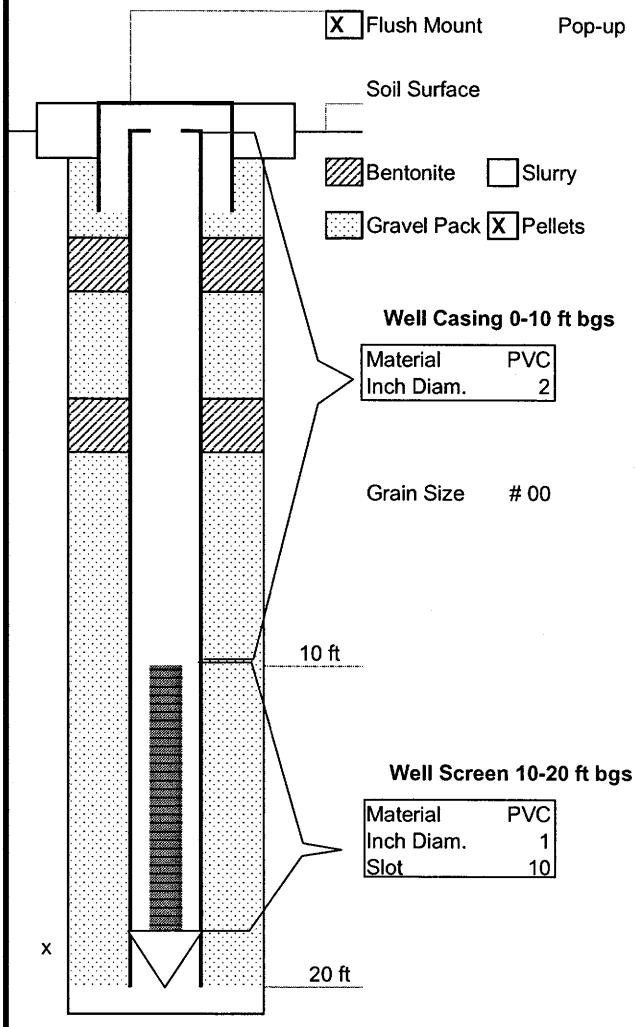
Monitoring Well No.:	IW6
Project:	Former 110th Street Service Station
	2040 Frederick Douglas Blvd, New York, NY
Depth to Groundwater	Date: 7/27/2015
Installation Depth:	20 feet bg
Survey Point Elevation:	NA
Installation Date:	July 27, 2015
Drilling Contractor:	C2 Environmental
Installation Method:	Geoprobe - Hollow Probe Rods
Field Oversight:	K. Waters

GROUNDWATER MONITORING WELL

FBC
ENVIRONMENTAL BUSINESS CONSULTANTS

CONSTRUCTION LOG

IW7



Note: Drawing is not to scale.
Depths are given in feet below land surface.

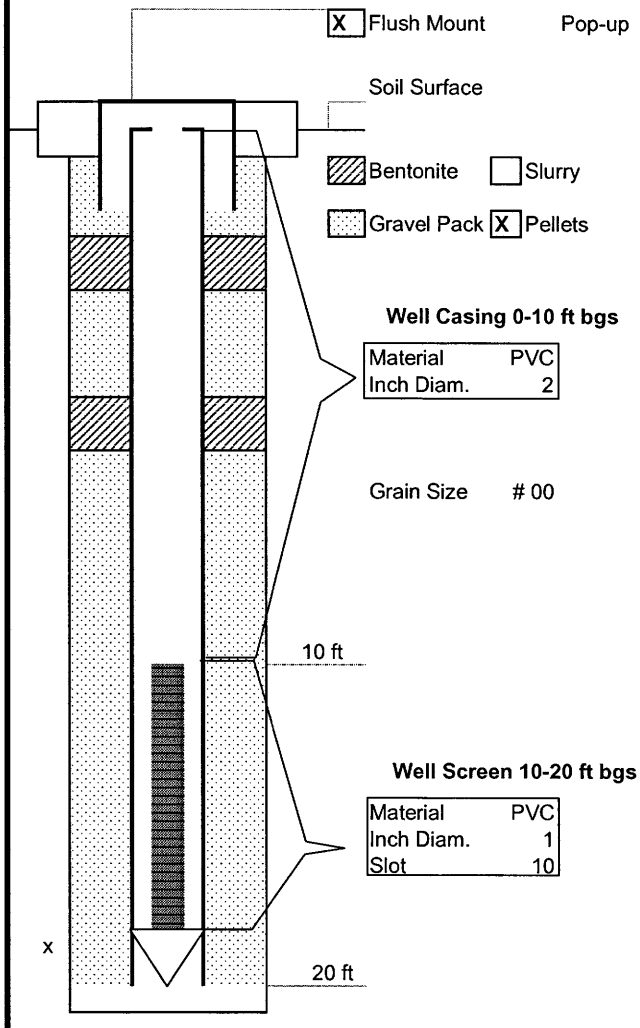
Monitoring Well No.:	IW7
Project:	Former 110th Street Service Station
	2040 Frederick Douglas Blvd, New York, NY
Depth to Groundwater	12' Date: 7/27/2015
Installation Depth:	20 feet bg
Survey Point Elevation:	NA
Installation Date:	July 27, 2015
Drilling Contractor:	C2 Environmental
Installation Method:	Geoprobe - Hollow Probe Rods
Field Oversight:	K. Waters

GROUNDWATER MONITORING WELL

ENVIRONMENTAL BUSINESS CONSULTANTS

CONSTRUCTION LOG

IW11



Note: Drawing is not to scale.
Depths are given in feet below land surface.

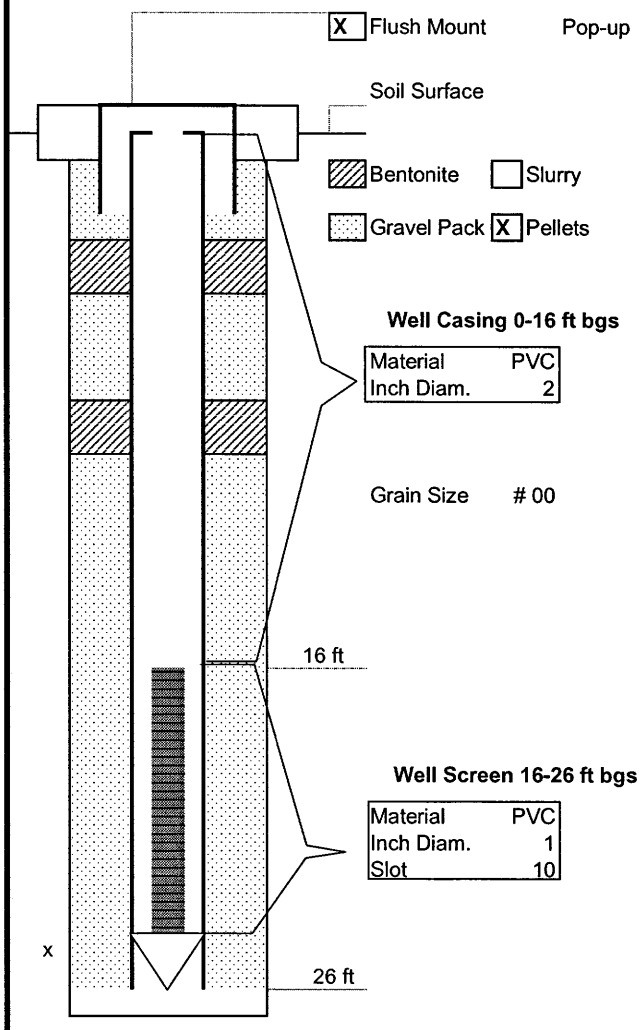
Monitoring Well No.:	IW11
Project:	Former 110th Street Service Station
	2040 Frederick Douglas Blvd, New York, NY
Depth to Groundwater	Date:
Installation Depth:	20 feet bg
Survey Point Elevation:	NA
Installation Date:	August 12, 2015
Drilling Contractor:	C2 Environmental
Installation Method:	Geoprobe - Hollow Probe Rods
Field Oversight:	K. Waters

GROUNDWATER MONITORING WELL

EBC
ENVIRONMENTAL BUSINESS CONSULTANTS

CONSTRUCTION LOG

IW14



Note: Drawing is not to scale.
Depths are given in feet below land surface.

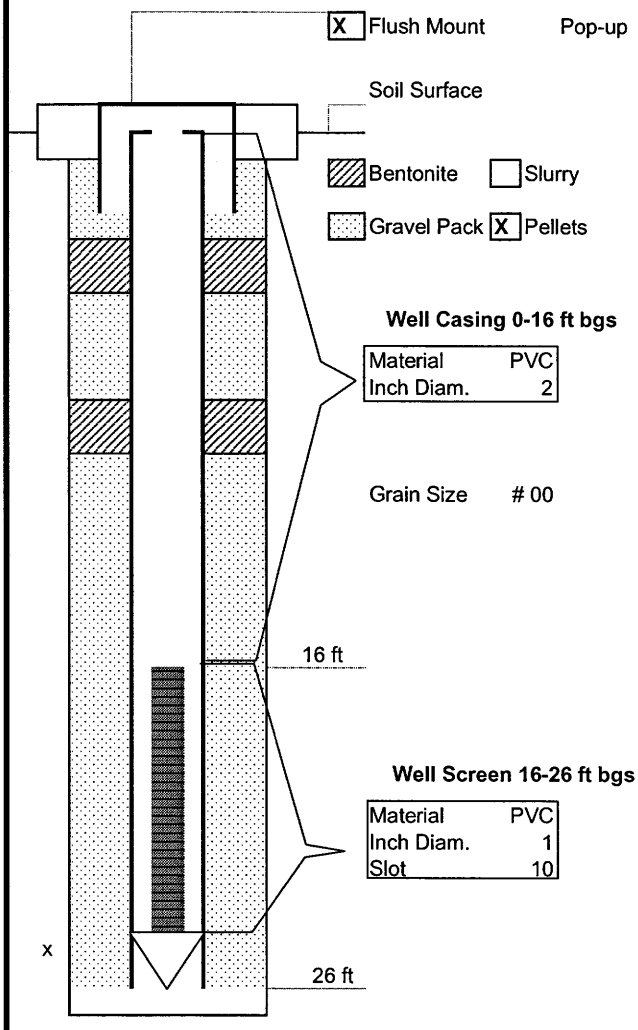
Monitoring Well No.:	IW14
Project:	Former 110th Street Service Station
	2040 Frederick Douglas Blvd, New York, NY
Depth to Groundwater	Date:
Installation Depth:	26 ft bg
Survey Point Elevation:	NA
Installation Date:	September 28, 2015
Drilling Contractor:	C2 Environmental
Installation Method:	Geoprobe - Hollow Probe Rods
Field Oversight:	K. Waters

GROUNDWATER MONITORING WELL

EBC
ENVIRONMENTAL BUSINESS CONSULTANTS

CONSTRUCTION LOG

IW15



Note: Drawing is not to scale.
Depths are given in feet below land surface.

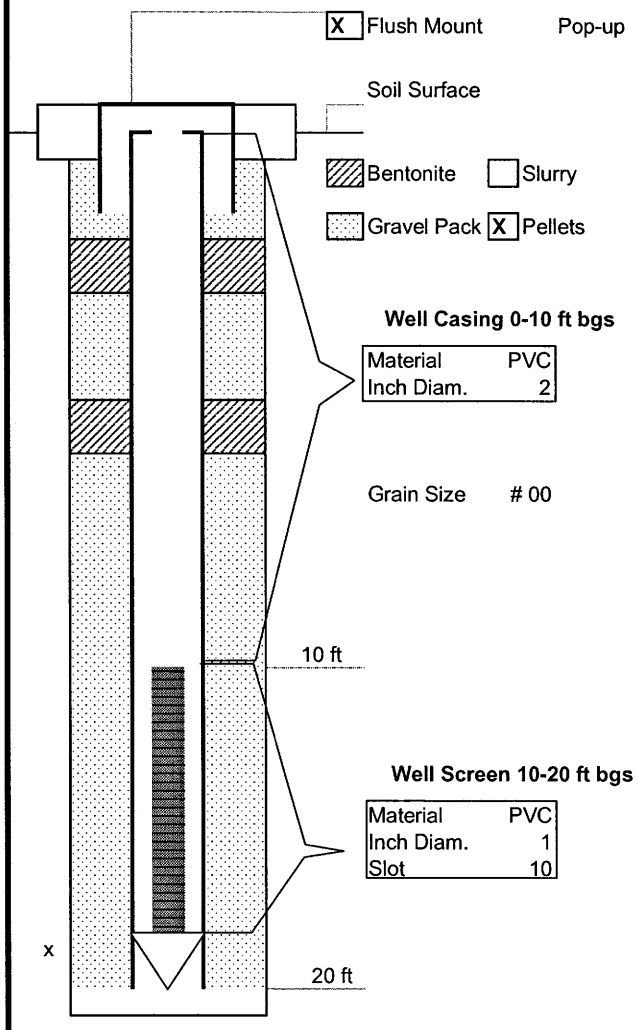
Monitoring Well No.:	IW15
Project:	Former 110th Street Service Station
	2040 Frederick Douglas Blvd, New York, NY
Depth to Groundwater	Date:
Installation Depth:	26 ft bg
Survey Point Elevation:	NA
Installation Date:	September 28, 2015
Drilling Contractor:	C2 Environmental
Installation Method:	Geoprobe - Hollow Probe Rods
Field Oversight:	K. Waters

GROUNDWATER MONITORING WELL

EBC
ENVIRONMENTAL BUSINESS CONSULTANTS

CONSTRUCTION LOG

IW16



Note: Drawing is not to scale.
Depths are given in feet below land surface.

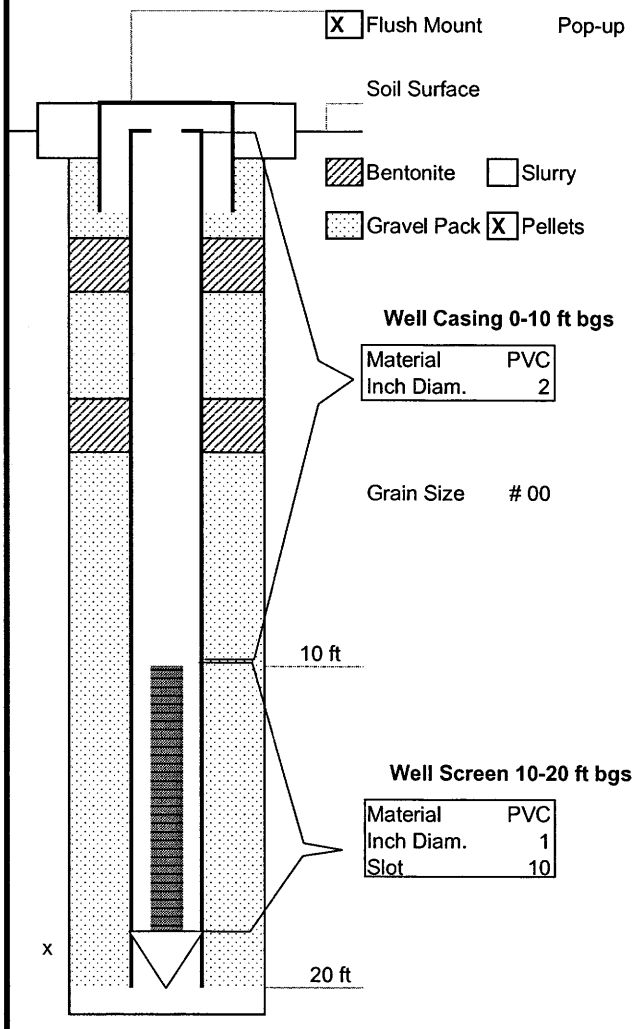
Monitoring Well No.:	IW16
Project:	Former 110th Street Service Station
	2040 Frederick Douglas Blvd, New York, NY
Depth to Groundwater	Date:
Installation Depth:	20 feet bg
Survey Point Elevation:	NA
Installation Date:	July 27, 2015
Drilling Contractor:	C2 Environmental
Installation Method:	Geoprobe - Hollow Probe Rods
Field Oversight:	K. Waters

GROUNDWATER MONITORING WELL

FBC
ENVIRONMENTAL BUSINESS CONSULTANTS

CONSTRUCTION LOG

IW17



Note: Drawing is not to scale.
Depths are given in feet below land surface.

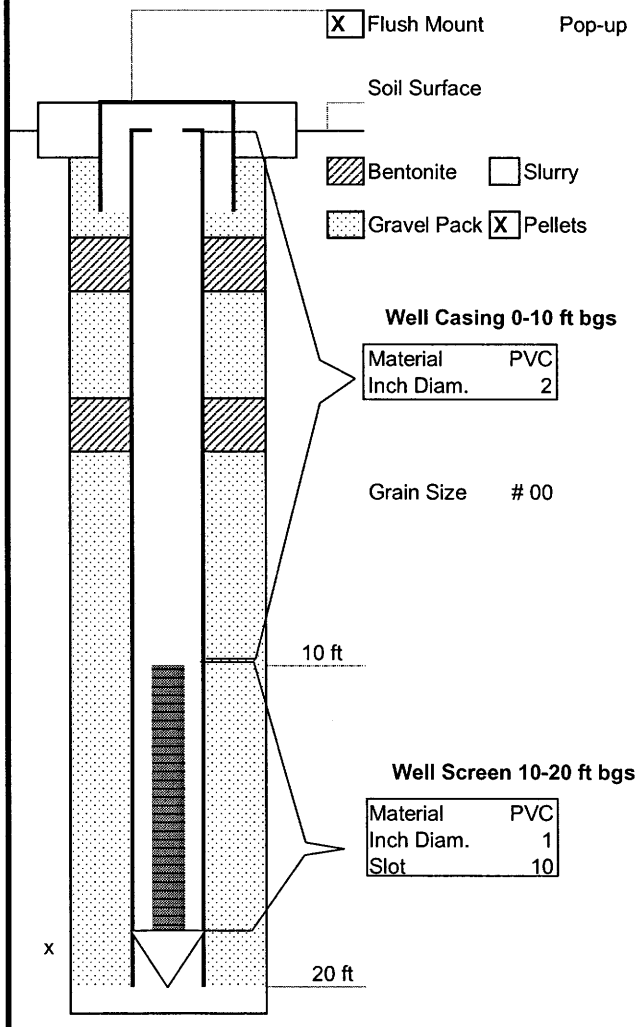
Monitoring Well No.:	IW17
Project:	Former 110th Street Service Station
	2040 Frederick Douglas Blvd, New York, NY
Depth to Groundwater	Date:
Installation Depth:	20 feet bg
Survey Point Elevation:	NA
Installation Date:	July 27, 2015
Drilling Contractor:	C2 Environmental
Installation Method:	Geoprobe - Hollow Probe Rods
Field Oversight:	K. Waters

GROUNDWATER MONITORING WELL

EBC
ENVIRONMENTAL BUSINESS CONSULTANTS

CONSTRUCTION LOG

IW18



Note: Drawing is not to scale.
Depths are given in feet below land surface.

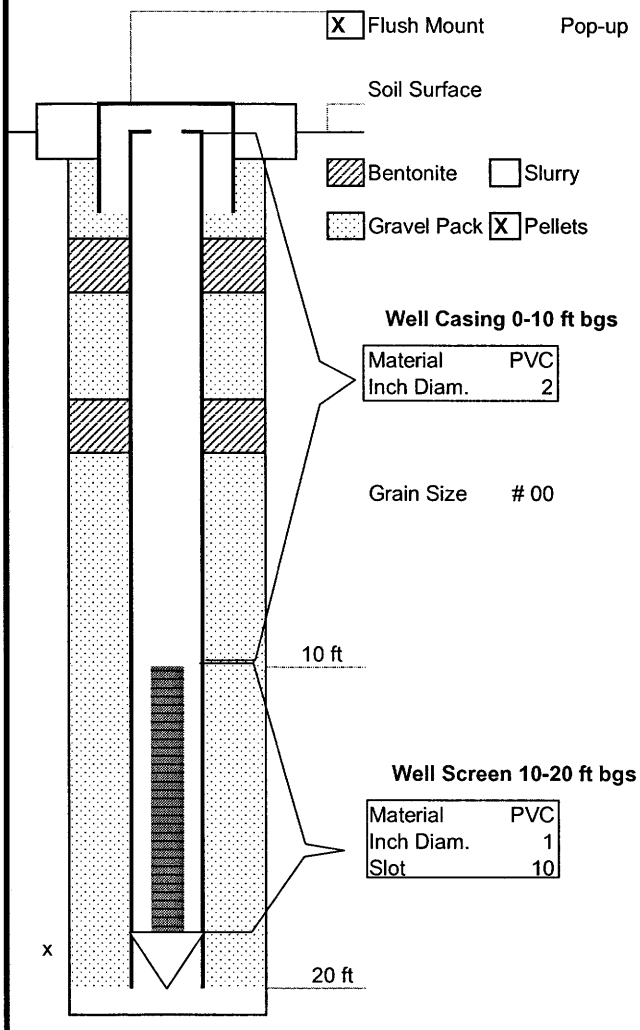
Monitoring Well No.:	IW18
Project:	Former 110th Street Service Station
	2040 Frederick Douglas Blvd, New York, NY
Depth to Groundwater	Date:
Installation Depth:	20 feet bg
Survey Point Elevation:	NA
Installation Date:	July 27, 2015
Drilling Contractor:	C2 Environmental
Installation Method:	Geoprobe - Hollow Probe Rods
Field Oversight:	K. Waters

GROUNDWATER MONITORING WELL

ENVIRONMENTAL BUSINESS CONSULTANTS

CONSTRUCTION LOG

IW19



Note: Drawing is not to scale.
Depths are given in feet below land surface.

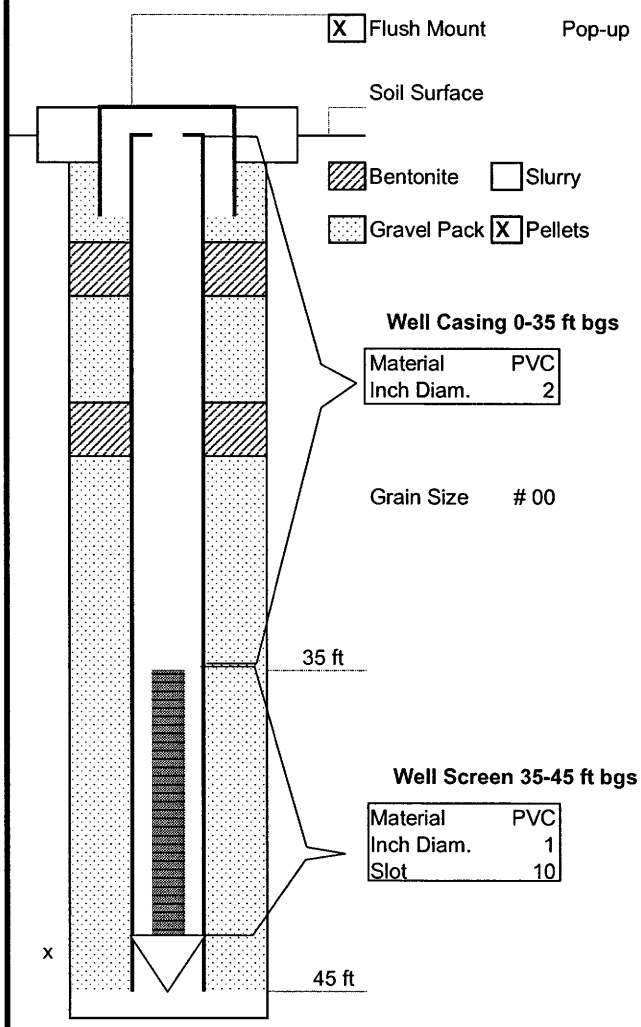
Monitoring Well No.:	IW19
Project:	Former 110th Street Service Station
	2040 Frederick Douglas Blvd, New York, NY
Depth to Groundwater	Date:
Installation Depth:	20 feet bg
Survey Point Elevation:	NA
Installation Date:	July 27, 2015
Drilling Contractor:	C2 Environmental
Installation Method:	Geoprobe - Hollow Probe Rods
Field Oversight:	K. Waters

GROUNDWATER MONITORING WELL

ENVIRONMENTAL BUSINESS CONSULTANTS

CONSTRUCTION LOG

IW21



Note: Drawing is not to scale.
Depths are given in feet below land surface.

Monitoring Well No.:	IW21
Project:	Former 110th Street Service Station
	2040 Frederick Douglas Blvd, New York, NY
Depth to Groundwater	Date:
Installation Depth:	45 ft bg
Survey Point Elevation:	NA
Installation Date:	July 27, 2015
Drilling Contractor:	C2 Environmental
Installation Method:	Geoprobe - Hollow Probe Rods
Field Oversight:	K. Waters

APPENDIX E
Excavation Work Plan

EXCAVATION WORK PLAN

E-1 NOTIFICATION

At least 15 days prior to the start of any activity that is anticipated to encounter remaining contamination, the site owner or their representative will notify the Department. Currently, this notification will be made to:

Jane O'Connell
Chief, Superfund and Brownfield Cleanup Section
NYSDEC Region 2
47-40 21st Street
Long Island City, NY 11101
P: (718) 482-4599

Dana Mecomber, P.E., MPA
Project Manager
NYSDEC Region 2
47-40 21st Street
Long Island City, NY 11101
P: (718) 482-7541

This notification will include:

- A detailed description of the work to be performed, including the location and areal extent, plans for site re-grading, intrusive elements or utilities to be installed below the soil cover, estimated volumes of contaminated soil to be excavated and any work that may impact an engineering control,
- A summary of environmental conditions anticipated in the work areas, including the nature and concentration levels of contaminants of concern, potential presence of grossly contaminated media, and plans for any pre-construction sampling;

- A schedule for the work, detailing the start and completion of all intrusive work,
- A summary of the applicable components of this EWP,
- A statement that the work will be performed in compliance with this EWP and 29 CFR 1910.120,
- A copy of the contractor's health and safety plan, in electronic format, if it differs from the HASP provided in the Remedial Action Work Plan,
- Identification of disposal facilities for potential waste streams,
- Identification of sources of any anticipated backfill, along with all required chemical testing results.

E-2 SOIL SCREENING METHODS

Visual, olfactory and instrument-based soil screening will be performed by a qualified environmental professional during all remedial and development excavations into known or potentially contaminated material (remaining contamination). Soil screening will be performed regardless of when the invasive work is done and will include all excavation and invasive work performed during development, such as excavations for foundations and utility work, after issuance of the COC.

Soils will be segregated based on previous environmental data and screening results into material that requires off-site disposal, material that requires testing, material that can be returned to the subsurface, and material that can be used as cover soil.

E-3 STOCKPILE METHODS

Soil stockpiles will be continuously encircled with a berm and/or silt fence. Hay bales will be used as needed near catch basins, surface waters and other discharge points.

Stockpiles will be kept covered at all times with appropriately anchored tarps. Stockpiles will be routinely inspected and damaged tarp covers will be promptly replaced.

Stockpiles will be inspected at a minimum once each week and after every storm event. Results of inspections will be recorded in a logbook and maintained at the site and available for inspection by NYSDEC.

E-4 MATERIALS EXCAVATION AND LOAD OUT

A qualified environmental professional or person under their supervision will oversee all invasive work and the excavation and load-out of all excavated material.

The owner of the property and its contractors are solely responsible for safe execution of all invasive and other work performed under this Plan.

The presence of utilities and easements on the site will be investigated by the qualified environmental professional. It will be determined whether a risk or impediment to the planned work under this SMP is posed by utilities or easements on the site.

Loaded vehicles leaving the site will be appropriately lined, tarped, securely covered, manifested, and placarded in accordance with appropriate Federal, State, local, and NYSDOT requirements (and all other applicable transportation requirements).

The qualified environmental professional will be responsible for ensuring that all outbound trucks will be cleaned as needed before leaving the site until the activities performed under this section are complete. Locations where vehicles enter or exit the site shall be inspected daily for evidence of off-site soil tracking.

The qualified environmental professional will be responsible for ensuring that all egress points for truck and equipment transport from the site are clean of dirt and other materials derived from the site during intrusive excavation activities. Cleaning of the adjacent streets will be performed as needed to maintain a clean condition with respect to site-derived materials.

E-5 MATERIALS TRANSPORT OFF-SITE

All transport of materials will be performed by licensed haulers in accordance with appropriate local, State, and Federal regulations, including 6 NYCRR Part 364. Haulers will be appropriately licensed and trucks properly placarded.

Material transported by trucks exiting the site will be secured with covers. If loads contain wet material capable of producing free liquid, truck liners will be used. All trucks will be inspected prior to leaving the site. Trucks will be dry brushed when possible to remove collected soil.

Truck transport routes are as follows (see **Figure E1**): ENTERING SITE - from the Cross Bronx Expressway take the Amsterdam Avenue exit and head south on Amsterdam Avenue to Cathedral Parkway (W. 110th Street). Turn left, heading east on Cathedral Parkway (W 110th Street) to roundabout. Take third exit to Site on the right. EXITING SITE – head west on Cathedral Parkway (W. 110th Street) to Amsterdam Avenue. Turn right on Amsterdam Avenue and continue to the Cross Bronx Expressway on-ramp.

Trucks will be prohibited from stopping and idling in the neighborhood outside the project site. Egress points for truck and equipment transport from the site will be kept clean of dirt and other materials during site remediation and development.

Queuing of trucks will be performed on-site in order to minimize off-site disturbance. Off-site queuing will be prohibited.

E-6 MATERIALS DISPOSAL OFF-SITE

All soil/fill/solid waste excavated and removed from the site will be treated as contaminated and regulated material and will be transported and disposed in accordance with all local, State (including 6NYCRR Part 360) and Federal regulations. If disposal of soil/fill from this site is proposed for unregulated off-site disposal (i.e. clean soil removed for development purposes), a formal request with an associated plan will be made to the NYSDEC. Unregulated off-site management of materials from this site will not occur without formal NYSDEC approval.

Off-site disposal locations for excavated soils will be identified in the pre-excavation notification. This will include estimated quantities and a breakdown by class of disposal facility if appropriate, i.e. hazardous waste disposal facility, solid waste landfill, petroleum treatment facility, C/D recycling facility, etc. Actual disposal quantities and associated documentation will be reported to the NYSDEC in the Periodic Review Report. This documentation will include: waste profiles, test results, facility acceptance letters, manifests, bills of lading and facility receipts.

Non-hazardous historic fill and contaminated soils taken off-site will be handled, at minimum, as a Municipal Solid Waste per 6NYCRR Part 360-1.2. Material that does not meet Track 1 unrestricted SCOs is prohibited from being taken to a New York State recycling facility (6NYCRR Part 360-16 Registration Facility).

E-7 MATERIALS REUSE ON-SITE

Chemical criteria for on-site reuse of material must meet the protection of groundwater SCOs for petroleum constituents and restricted residential SCOs for the remaining parameters as listed in **Table E1**. The qualified environmental professional will ensure that procedures defined for materials reuse in this SMP are followed and that unacceptable material does not remain on-site. Contaminated on-site material, including historic fill and contaminated soil, that is acceptable for re-use on-site will be placed below the demarcation layer or impervious surface, and will not be reused within a cover soil layer, within landscaping berms, or as backfill for subsurface utility lines.

Any demolition material proposed for reuse on-site will be sampled for asbestos and the results will be reported to the NYSDEC for acceptance. Concrete crushing or processing on-site will not be performed without prior NYSDEC approval. Organic matter (wood, roots, stumps, etc.) or other solid waste derived from clearing and grubbing of the site will not be reused on-site.

E-8 FLUIDS MANAGEMENT

All liquids to be removed from the site, including excavation dewatering and groundwater monitoring well purge and development waters, will be handled, transported and disposed in

accordance with applicable local, State, and Federal regulations. Dewatering, purge and development fluids will not be recharged back to the land surface or subsurface of the site, but will be managed off-site.

Discharge of water generated during large-scale construction activities to surface waters (i.e. a local pond, stream or river) will be performed under a SPDES permit.

E-9 COVER SYSTEM RESTORATION

After the completion of soil removal and any other invasive activities the cover system will be restored in a manner that complies with the RAWP. The demarcation layer, consisting of the waterproofing membrane and concrete slab will be replaced in any areas where a soil cover is replaced, to provide a visual reference to the top of the 'Remaining Contamination Zone', the zone that requires adherence to special conditions for disturbance of remaining contaminated soils defined in this Site Management Plan. If the type of cover system changes from that which exists prior to the excavation (i.e., a soil cover is replaced by asphalt), as shown on **Figure 8** in the SMP, this will constitute a modification of the cover element of the remedy and the upper surface of the 'Remaining Contamination. A figure showing the modified surface will be included in the subsequent Periodic Review Report and in any updates to the Site Management Plan.

E-10 BACKFILL FROM OFF-SITE SOURCES

All materials proposed for import onto the site will be approved by the qualified environmental professional and will be in compliance with provisions in this SMP prior to receipt at the site.

Material from industrial sites, spill sites, or other environmental remediation sites or potentially contaminated sites will not be imported to the site.

All imported soils will meet the backfill and cover soil quality standards established in 6NYCRR 375-6.7(d). Based on an evaluation of the land use, protection of groundwater and protection of ecological resources criteria, the resulting soil quality standards are listed in **Table E-1**. Soils that meet 'exempt' fill requirements under 6 NYCRR Part 360, but do not meet backfill or cover

soil objectives for this site, will not be imported onto the site without prior approval by NYSDEC. Solid waste will not be imported onto the site.

Fill and stone materials which can be certified as virgin mined material from a permitted mine or quarry will not require testing assuming adequate documentation is obtained and submitted to the NYSDEC for approval. Under no circumstances will fill materials be imported to the site without prior approval from the NYSDEC Project Manager. If sufficient documentation is not obtained, fill materials will be tested in accordance with the sampling frequency outlined in DER-10 table 5.4(e)10. Sample analysis will include TCL VOCs, TCL SVOCs, PCBs, Pesticides and TAL metals. Soils that meet 'exempt' fill requirements under 6 NYCRR Part 360, but do not meet backfill or cover soil objectives for this Site, will not be imported onto the Site without prior approval by NYSDEC.

Trucks entering the site with imported soils will be securely covered with covers. Imported soils will be stockpiled separately from excavated materials and covered to prevent dust releases.

E-11 STORMWATER POLLUTION PREVENTION

Barriers and hay bale checks will be installed and inspected once a week and after every storm event. Results of inspections will be recorded in a logbook and maintained at the site and available for inspection by NYSDEC. All necessary repairs shall be made immediately.

Accumulated sediments will be removed as required to keep the barrier and hay bale check functional.

All undercutting or erosion of the silt fence toe anchor shall be repaired immediately with appropriate backfill materials.

Manufacturer's recommendations will be followed for replacing silt fencing damaged due to weathering.

Erosion and sediment control measures identified in the SMP shall be observed to ensure that they are operating correctly. Where discharge locations or points are accessible, they shall be

inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters

Silt fencing or hay bales will be installed around the entire perimeter of the construction area.

E-12 CONTINGENCY PLAN

If underground tanks or other previously unidentified contaminant sources are found during post-remedial subsurface excavations or development related construction, excavation activities will be suspended until sufficient equipment is mobilized to address the condition.

Sampling will be performed on product, sediment and surrounding soils, etc. as necessary to determine the nature of the material and proper disposal method. Chemical analysis will be performed for full a full list of analytes (TAL metals; TCL volatiles and semi-volatiles, TCL pesticides and PCBs), unless the site history and previous sampling results provide a sufficient justification to limit the list of analytes. In this case, a reduced list of analytes will be proposed to the NYSDEC for approval prior to sampling.

Identification of unknown or unexpected contaminated media identified by screening during invasive site work will be promptly communicated by phone to NYSDEC's Project Manager. Reportable quantities of petroleum product will also be reported to the NYSDEC spills hotline. These findings will be also included in the periodic reports prepared pursuant to Section 5 of the SMP.

E-13 COMMUNITY AIR MONITORING PLAN

The CAMP provides measures for protection for the downwind community (i.e., off-site receptors including residences, businesses, and on-site workers not directly involved in the remedial work) from potential airborne contaminant releases resulting from remedial activities at construction sites.

The action levels specified herein require increased monitoring, corrective actions to abate emissions, and/or work shutdown. Additionally, the CAMP helps to confirm that the remedial

work did not spread contamination off-site through the air. The primary concerns for this site are nuisance odors and dust particulates.

Exceedances observed in the CAMP will be reported to NYSDEC and NYSDOH Project Managers and included in the Daily Report. The complete CAMP developed for this site is included in **Attachment F** of the project SMP.

E-14 ODOR CONTROL PLAN

This odor control plan is capable of controlling emissions of nuisance odors off-site and on-site. If nuisance odors are identified at the site boundary, or if odor complaints are received, work will be halted and the source of odors will be identified and corrected. Work will not resume until all nuisance odors have been abated. NYSDEC and NYSDOH will be notified of all odor events and of any other complaints about the project. Implementation of all odor controls, including the halt of work, is the responsibility of the property owner's Remediation Engineer, and any measures that are implemented will be discussed in the Periodic Review Report.

All necessary means will be employed to prevent on- and off-site nuisances. At a minimum, these measures will include: (a) limiting the area of open excavations and size of soil stockpiles; (b) shrouding open excavations with tarps and other covers; and (c) using foams to cover exposed odorous soils. If odors develop and cannot be otherwise controlled, additional means to eliminate odor nuisances will include: (d) direct load-out of soils to trucks for off-site disposal; (e) use of chemical odorants in spray or misting systems; and, (f) use of staff to monitor odors in surrounding neighborhoods.

If nuisance odors develop during intrusive work that cannot be corrected, or where the control of nuisance odors cannot otherwise be achieved due to on-site conditions or close proximity to sensitive receptors, odor control will be achieved by sheltering the excavation and handling areas in a temporary containment structure equipped with appropriate air venting/filtering systems.

E-15 DUST CONTROL PLAN

A dust suppression plan that addresses dust management during invasive on-site work will include, at a minimum, the items listed below:

- Dust suppression will be achieved through the use of a dedicated on-site water truck for road wetting. The truck will be equipped with a water cannon capable of spraying water directly onto off-road areas including excavations and stockpiles.
- Clearing and grubbing of larger sites will be done in stages to limit the area of exposed, unvegetated soils vulnerable to dust production.
- Gravel will be used on roadways to provide a clean and dust-free road surface.
- On-site roads will be limited in total area to minimize the area required for water truck sprinkling.

E-16 OTHER NUISANCES

A plan for rodent control will be developed and utilized by the contractor prior to and during site clearing and site grubbing, and during all excavation work.

A plan will be developed and utilized by the contractor for all excavation work to ensure compliance with local noise control ordinances.

TABLE E1
Soil Import Criteria

Contaminant	CAS Number	Restricted-Residential	Protection of Ground-water
METALS			
Arsenic	7440-38 -2	16f	16f
Barium	7440-39 -3	400	820
Beryllium	7440-41 -7	72	47
Cadmium	7440-43 -9	4.3	7.5
Chromium, hexavalent h	18540-29-9	110	19
Chromium, trivalenth	16065-83-1	180	NS
Copper	7440-50 -8	270	1,720
Total Cyanide h		27	40
Lead	7439-92 -1	400	450
Manganese	7439-96 -5	2,000f	2,000f
Total Mercury		0.81j	0.73
Nickel	7440-02 -0	310	130
Selenium	7782-49 -2	180	4f
Silver	7440-22 -4	180	8.3
Zinc	7440-66 -6	10,000 d	2,480
PESTICIDES / PCBs			
2,4,5-TP Acid (Silvex)	93-72-1	100a	3.8
4,4'-DDE	72-55-9	8.9	17
4,4'-DDT	50-29-3	7.9	136
4,4'-DDD	72-54-8	13	14
Aldrin	309-00-2	0.097	0.19
alpha-BHC	319-84-6	0.48	0.02
beta-BHC	319-85-7	0.36	0.09
Chlordane (alpha)	5103-71 -9	4.2	2.9
delta-BHC	319-86-8	100a	0.25
Dibenzofuran	132-64-9	59	210
Dieldrin	60-57-1	0.2	0.1
Endosulfan I	959-98-8	24i	102
Endosulfan II	33213-65-9	24i	102
Endosulfan sulfate	1031-07 -8	24i	1,000c
Endrin	72-20-8	11	0.06
Heptachlor	76-44-8	2.1	0.38
Lindane	58-89-9	1.3	0.1
Polychlorinated biphenyls	1336-36 -3	1	3.2
SEMI-VOLATILES			
Acenaphthene	83-32-9	100a	98
Acenapthylene	208-96-8	100a	107
Anthracene	120-12-7	100a	1,000c
Benz(a)anthracene	56-55-3	1f	1f
Benzo(a)pyrene	50-32-8	1f	22
Benzo(b) fluoranthene	205-99-2	1f	1.7
Benzo(g,h,i) perylene	191-24-2	100a	1,000c
Benzo(k) fluoranthene	207-08-9	3.9	1.7
Chrysene	218-01-9	3.9	1f
Dibenz(a,h) anthracene	53-70-3	0.33e	1,000c
Fluoranthene	206-44-0	100a	1,000c
Fluorene	86-73-7	100a	386
Indeno(1,2,3-cd) pyrene	193-39-5	0.5f	8.2
m-Cresol	108-39-4	100a	0.33e
Naphthalene	91-20-3	100a	12
o-Cresol	95-48-7	100a	0.33e
p-Cresol	106-44-5	100a	0.33e
Pentachlorophenol	87-86-5	6.7	0.8e
Phenanthrene	85-01-8	100a	1,000c
Phenol	108-95-2	100a	0.33e
Pyrene	129-00-0	100a	1,000c

TABLE E1
Soil Import Criteria

Contaminant	CAS Number	Restricted-Residential	Protection of Ground-water
VOLATILES			
1,1,1-Trichloroethane	71-55-6	100a	0.68
1,1-Dichloroethane	75-34-3	26	0.27
1,1-Dichloroethene	75-35-4	100a	0.33
1,2-Dichlorobenzene	95-50-1	100a	1.1
1,2-Dichloroethane	107-06-2	3.1	0.02f
cis-1,2-Dichloroethene	156-59-2	100a	0.25
trans-1,2-Dichloroethene	156-60-5	100a	0.19
1,3-Dichlorobenzene	541-73-1	49	2.4
1,4-Dichlorobenzene	106-46-7	13	1.8
1,4-Dioxane	123-91-1	13	0.1e
Acetone	67-64-1	100b	0.05
Benzene	71-43-2	4.8	0.06
Butylbenzene	104-51-8	100a	12
Carbon tetrachloride	56-23-5	2.4	0.76
Chlorobenzene	108-90-7	100a	1.1
Chloroform	67-66-3	49	0.37
Ethylbenzene	100-41-4	41	1
Hexachlorobenzene	118-74-1	1.2	3.2
Methyl ethyl ketone	78-93-3	100a	0.12
Methyl tert-butyl ether	1634-04 -4	100a	0.93
Methylene chloride	75-09-2	100a	0.05
n-Propylbenzene	103-65-1	100a	3.9
sec-Butylbenzene	135-98-8	100a	11
tert-Butylbenzene	98-06-6	100a	5.9
Tetrachloroethene	127-18-4	19	1.3
Toluene	108-88-3	100a	0.7
Trichloroethene	79-01-6	21	0.47
1,2,4-Trimethylbenzene	95-63-6	52	3.6
1,3,5-Trimethylbenzene	108-67-8	52	8.4
Vinyl chloride	75-01-4	0.9	0.02
Xylene (mixed)	1330-20 -7	100a	1.6

All soil cleanup objectives (SCOs) are in parts per million (ppm). NS=Not specified.
Support Document (TSD). Footnotes
a The SCOs for residential, restricted-residential and ecological resources use were
maximum value of 100 ppm. See TSD section 9.3.
b The SCOs for commercial use were capped at a maximum value of 500 ppm. See
9.3.
c The SCOs for industrial use and the protection of groundwater were capped at a n
of 1000 ppm. See TSD section 9.3.
d The SCOs for metals were capped at a maximum value of 10,000 ppm. See TSD
e For constituents where the calculated SCO was lower than the contract required c
(CRQL), the CRQL is used as the SCO value.



EBC
ENVIRONMENTAL BUSINESS CONSULTANTS
1808 MIDDLE COUNTRY ROAD. RIDGE. NY 11961
Phone 631.504.6000
Fax 631.924.2780

FORMER 110TH STREET SERVICE STATION
2040 FREDERICK DOUGLAS BLVD, HARLEM, NY

FIGURE E1 TRUCK ROUTE

APPENDIX F
Community Air Monitoring Plan

COMMUNITY AIR MONITORING PLAN

FORMER 110TH STREET SERVICE STATION
2040 FREDERICK DOUGLAS BOULEVARD
HARLEM, NY

MAY - 2014

FORMER 110TH STREET SERVICE STATION

COMMUNITY AIR MONITORING PLAN
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APPENDICES

Appendix A Action Limit Report

1.0 INTRODUCTION

This Community Air Monitoring Plan (CAMP) has been prepared for the excavation and building activities to be performed under a Remedial Action Work Plan (RAWP) at the Former 110th Street Service Station. The CAMP provides measures for protection for the downwind community (i.e., off-site receptors including residences, businesses, and on-site workers not directly involved in the investigation activities) from potential airborne contaminant releases resulting from remedial activities at the site.

Compliance with this CAMP is required during all activities associated with excavation and sampling activities that have the potential to generate airborne particulate matter and volatile organic compounds (VOCs). These activities include excavation and soil sampling. This CAMP has been prepared to ensure that remedial activities do not adversely affect passersby, residents, or workers in the area immediately surrounding the Site and to preclude or minimize airborne migration of remediation-related contaminants to off-site areas.

1.1 Regulatory Requirements

This CAMP was established in accordance with the following requirements:

- New York State Department of Health's (NYSDOH) Generic Community Air Monitoring Plan as presented in DER-10 Technical Guidance for Site Investigation and Remediation (NYSDEC May 3, 2010). This guidance specifies that a community air-monitoring program shall be implemented to protect the surrounding community and to confirm that the work does not spread contamination off-site through the air;

- New York State Department of Environmental Conservation (NYSDEC) Technical and Guidance Memorandum (TAGM) #4031 - Fugitive Dust Suppression and Particulate Monitoring Program at Inactive Hazardous Waste Sites: This guidance provides a basis for developing and implementing a fugitive dust suppression and particulate monitoring program as an element of a hazardous waste site's health and safety program.

2.0 AIR MONITORING

VOCs are the constituents of concern at the Site. The appropriate method to monitor air for these constituents during remediation activities is through real-time VOC and air particulate (dust) monitoring.

2.1 Meteorological Data

At a minimum, wind direction will be evaluated at the start of each workday, noon of each workday, and the end of each workday. These readings will be utilized to position the monitoring equipment in appropriate upwind and downwind locations.

2.2 Community Air Monitoring Requirements

To establish ambient air background concentrations, air will be monitored at several locations around the site perimeter before activities begin. These points will be monitored periodically in series during the site work. When the excavation area is within 20 feet of potentially exposed populations or occupied structures, the perimeter monitoring points will be located to represent the nearest potentially exposed individuals and locations of ventilation system intakes for nearby structures (i.e apartment buildings) at the downwind location.

Fugitive respirable dust will be monitored using a MiniRam Model PDM-3 aerosol monitor (or equivalent). Air will be monitored for VOCs with a portable Ionscience 3000 photoionization detector (PID), or equivalent. All air monitoring data will be documented in a site log book by the designated site safety officer. The site safety officer or delegate must ensure that air monitoring instruments are calibrated and maintained in accordance with manufacturer's specifications. All instruments will be zeroed daily and checked for accuracy. A daily log will be kept. If additional monitoring is required, the protocols will be developed and appended to this plan

3.0 VOC MONITORING, RESPONSE LEVELS, AND ACTIONS

Volatile organic compounds (VOCs) will be monitored at the downwind perimeter of the immediate work area (i.e., the exclusion zone) on a continuous basis or as otherwise specified. Upwind concentrations should be measured at the start of each workday and periodically thereafter to establish background conditions. The monitoring work should be performed using equipment appropriate to measure the types of contaminants known or suspected to be present.

The equipment should be calibrated at least daily for the contaminant(s) of concern or for an appropriate surrogate. The equipment should be capable of calculating 15-minute running average concentrations, which will be compared to the levels specified below.

- If the ambient air concentration of total organic vapors at the downwind perimeter of the work area or exclusion zone exceeds 5 parts per million (ppm) above background for the 15-minute average, work activities must be temporarily halted and monitoring continued. If the total organic vapor level readily decreases (per instantaneous readings) below 5 ppm over background, work activities can resume with continued monitoring.

- If total organic vapor levels at the downwind perimeter of the work area or exclusion zone persist at levels in excess of 5 ppm over background but less than 25 ppm, work activities must be halted, the source of vapors identified, corrective actions taken to abate emissions, and monitoring continued. After these steps, work activities can resume provided that the total organic vapor level 200 feet downwind of the exclusion zone or half the distance to the nearest potential receptor or residential/commercial structure, whichever is less - but in no case less than 20 feet, is below 5 ppm over background for the 15-minute average.

- If the organic vapor level is above 25 ppm at the perimeter of the work area, activities must be shutdown. All 15-minute readings must be recorded and be available for State (DEC and DOH) personnel to review. Instantaneous readings, if any, used for decision purposes should also be recorded.

All readings will be recorded and made available for NYSDEC and NYSDOH personnel to review. If an exceedance of the Action Limits occurs, an Action Limit Report, as shown in Appendix A, will be completed.

3.1 Potential Corrective Measures and VOC Suppression Techniques

If the 15-minute integrated VOC level at the downwind location persists at a concentration that exceeds the upwind level by more than 5 ppm but less than 25 ppm during remediation activities, then vapor suppression techniques will be employed. The following techniques, or others, may be employed to mitigate the generation and migration of fugitive organic vapors:

- Collection of purge water in covered containers;
- storage of excess sample and soil in drums or covering with plastic

4.0 PARTICULATE MONITORING

Air monitoring for particulates (i.e., dust) will be performed continuously during remediation activities using both air monitoring equipment and visual observation at upwind and downwind locations. Monitoring equipment capable of measuring particulate matter smaller than 10 microns (PM_{10}) and capable of integrating (averaging) over periods of 15 minutes or less will be set up at upwind (i.e., background) and downwind locations, at heights approximately four to five feet above land surface (i.e., the breathing zone). Monitoring equipment will be MIE Data Ram monitors, or equivalent. The audible alarm on the particulate monitoring device will be set at 90 micrograms per cubic meter (µg/m3). This setting will allow proactive evaluation of worksite conditions prior to reaching the action level of 100 $\mu g/m^3$ above background. The monitors will be calibrated at least once per day prior to work activities and recalibrated as needed thereafter. In addition, fugitive dust migration will be visually assessed during all intrusive work activities.

The following summarizes particulate action levels and the appropriate responses:

- If the downwind PM-10 particulate level is 100 $\mu g/m^3$ greater than background (upwind perimeter) for the 15-minute period, or if airborne dust is observed leaving the work area, then dust suppression techniques must be employed. Work may continue with dust suppression techniques provided that downwind PM-10 particulate levels do not exceed 150 $\mu g/m^3$ above the upwind level and provided that no visible dust is migrating from the work area.

- If, after implementation of dust suppression techniques, downwind PM-10 particulate levels are greater than 150 $\mu g/m^3$ above the upwind level, work must be stopped and an evaluation of activities initiated. Work can resume provided that dust suppression measures (as described in Section 2.3.1 below) and other controls are successful in reducing the downwind PM-10 particulate concentration to within 150 $\mu g/m^3$ of the upwind level and in preventing visible dust migration.

All readings will be recorded and be available for NYSDEC and NYSDOH personnel to review. If an exceedance of the Action Limits occurs, an Action Limit Report as shown in **Appendix A** will be completed.

4.1 Potential Particulate Suppression Techniques

If the integrated particulate level at the downwind location exceeds the upwind level by more than 100 µg/m3 at any time during drilling activities, then dust suppression techniques will be employed. The following techniques, or others, may be employed to mitigate the generation and migration of fugitive dusts:

- Placement of soil in drums or covering stockpiles with plastic;
- Misting of the excavation area with a fine water spray from a hand-held spray bottle

Work may continue with dust suppression techniques provided that downwind PM_{10} levels are not more than 150 $\mu g/m^3$ greater than the upwind levels.

There may also be situations where the dust is generated by excavation activities and migrates to downwind locations, but is not detected by the monitoring equipment at or above the action level. Therefore, if dust is observed leaving the working area, dust suppression techniques such as those listed above will be employed.

If dust suppression techniques do not lower particulates to below 150 $\mu g/m^3$, or visible dust persists, work will be suspended until appropriate corrective measures are identified and implemented to remedy the situation.

All air monitoring readings will be recorded in the field logbook and will be available for the NYSDEC and NYSDOH personnel to review.

5.0 DATA QUALITY ASSURANCE

5.1 Calibration

Instrument calibration shall be documented on instrument calibration and maintenance sheets or in the designated field logbook. All instruments shall be calibrated as required by the manufacturer. Calibration checks may be used during the day to confirm instrument accuracy. Duplicate readings may be taken to confirm individual instrument response.

5.2 Operations

All instruments shall be operated in accordance with the manufacturer's specifications. Manufacturers' literature, including an operations manual for each piece of monitoring equipment will be maintained on-site by the SSO for reference.

5.3 Data Review

The SSO will interpret all monitoring data based the established criteria and his/her professional judgment. The SSO shall review the data with the PM to evaluate the potential for worker exposure, upgrades/downgrades in level of protection, comparison to direct reading instrumentation and changes in the integrated monitoring strategy.

Monitoring and sampling data, along with all sample documentation will be periodically reviewed by the PM.

6.0 RECORDS AND REPORTING

All air readings must be recorded on daily air monitoring log sheets and made available for review by personnel from NYSDEC and NYSDOH.

ATTACHMENT G
Health and Safety Plan

FORMER
110th STREET SERVICE STATION
2040 FREDERICK DOUGLAS BOULEVARD
HARLEM, NEW YORK
Block 1826 Lot 1

HEALTH AND SAFETY PLAN

November 2015

Prepared for:
Crescent 110 Equities LLC
316 West 118th Street
New York, NY 10026

Prepared By:

EBC
ENVIRONMENTAL BUSINESS CONSULTANTS
1808 Middle Country Road
Ridge, NY 11961

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STATEMENT OF COMMITMENT

This Health and Safety Plan (HASP) has been prepared to ensure that workers are not exposed to risks from hazardous materials during any future excavation work at 2040 Frederick Douglas Boulevard, Harlem, New York.

This HASP, which applies to persons present at the site actually or potentially exposed to hazardous materials, describes emergency response procedures for actual and potential chemical hazards. This HASP is also intended to inform and guide personnel entering the work area or exclusion zone. Persons are to acknowledge that they understand the potential hazards and the contents of this Health and Safety policy by signing off on receipt of their individual copy of the document. Contractors and suppliers are retained as independent contractors and are responsible for ensuring the health and safety of their own employees.

1.0 INTRODUCTION AND SITE ENTRY REQUIREMENTS

This document describes the health and safety guidelines developed by Environmental Business Consultants (EBC) for the planned Remedial Action at 2040 Frederick Douglas Boulevard, Harlem, New York to protect on-site personnel, visitors, and the public from physical harm and exposure to hazardous materials or wastes during excavation activities. In accordance with the Occupational Safety and Health Administration (OSHA) 29 CFR Part 1910.120 Hazardous Waste Operations and Emergency Response Final rule, this CHASP, including the attachments, addresses safety and health hazards related to excavation, loading and other soil disturbance activities and is based on the best information available. The CHASP may be revised by EBC at the request of the client and/or a regulatory agency upon receipt of new information regarding site conditions. Changes will be documented by written amendments signed by EBC's project manager, site safety officer and/or the EBC health and safety consultant.

1.1 Training Requirements

Personnel entering the exclusion zone or decontamination zone are required to be certified in health and safety practices for hazardous waste site operations as specified in the Federal OSHA Regulations CFR 1910.120e (revised 3/6/90).

Paragraph (e - 3) of the above referenced regulations requires that all on-site management personnel directly responsible for or who supervise employees engaged in hazardous waste operations, must initially receive 8 hours of supervisor training related to managing hazardous waste work.

Paragraph (e - 8) of the above referenced regulations requires that workers and supervisors receive 8 hours of refresher training annually on the items specified in Paragraph (e-1) and/or (e-3).

Additionally all on-site personnel must receive adequate site-specific training in the form of an on-site Health and Safety briefing prior to participating in field work with emphasis on the following:

- Protection of the adjacent community from hazardous vapors and / or dust which may be released during intrusive activities.
- Identification of chemicals known or suspected to be present on-site and the health effects and hazards of those substances.
- The need for vigilance in personnel protection, and the importance of attention to proper use, fit and care of personnel protective equipment.
- Decontamination procedures.
- Site control including work zones, access and security.
- Hazards and protection against heat or cold.
- The proper observance of daily health and safety practices, such as entry and exit of work zones and site. Proper hygiene during lunch, break, etc.
- Emergency procedures to be followed in case of fire, explosion and sudden release of hazardous gases.

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Health and Safety meetings will be conducted on a daily basis and will cover protective clothing and other equipment to be used that day, potential and chemical and physical hazards, emergency procedures, and conditions and activities from the previous day.

1.2 Medical Monitoring Requirements

Field personnel and visitors entering the exclusion zone or decontamination zone must have completed appropriate medical monitoring required under OSHA 29 CFR 1910.120(f) if respirators or other breathing related PPE is needed. Medical monitoring enables a physician to monitor each employee's health, physical condition, and his fitness to wear respiratory protective equipment and carry out on-site tasks.

1.3 Site Safety Plan Acceptance, Acknowledgment and Amendments

The project superintendent and the site safety officer are responsible for informing personnel (EBC employees and/or owner or owners representatives) entering the work area of the contents of this plan and ensuring that each person signs the safety plan acknowledging the on-site hazards and procedures required to minimize exposure to adverse effects of these hazards. A copy of the Acknowledgement Form is included in **Appendix A.**

Site conditions may warrant an amendment to the HASP. Amendments to the HASP are acknowledged by completing forms included in **Appendix B.**

1.4 Key Personnel - Roles and Responsibilities

Personnel responsible for implementing this Health and Safety Plan are:

Name	Title	Address	Contact Numbers
Ms. Chawinie Miller	Health & Safety Manager	1808 Middle Country Rd Ridge, NY 11961	(631) 504-6000
Mr. Kevin Waters	Site Safety Officer	1808 Middle Country Rd Ridge, NY 11961	(631) 504-6000

The site safety officer will conduct daily (tail gate or tool box) safety meetings at the project site and oversee daily safety issues. Each subcontractor and supplier (defined as an OSHA employer) is also responsible for the health and safety of its employees. If there is any dispute about health and safety or project activities, on-site personnel will attempt to resolve the issue. If the issue cannot be resolved at the site, then the project manager will be consulted.

The site safety officer is also responsible for coordinating health and safety activities related to hazardous material exposure on-site. The site safety officer is responsible for the following:

1. Educating personnel about information in this CHASP and other safety requirements to be observed during site operations, including, but not limited to, decontamination procedures, designation of work zones and levels of protection, air monitoring, fit testing, and emergency procedures dealing with fire and first aid.

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2. Coordinating site safety decisions with the project manager.

3. Designating exclusion, decontamination and support zones on a daily basis.

4. Monitoring the condition and status of known on-site hazards and maintaining and implementing the air quality monitoring program specified in this CHASP.

5. Maintaining the work zone entry/exit log and site entry/exit log.

6. Maintaining records of safety problems, corrective measures and documentation of chemical exposures or physical injuries (the site safety officer will document these conditions in a bound notebook and maintain a copy of the notebook on-site).

The person who observes safety concerns and potential hazards that have not been addressed in the daily safety meetings should immediately report their observations/concerns to the site safety officer or appropriate key personnel.

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2.0 SITE BACKGROUND AND SCOPE OF WORK

The Site address is 2040 Frederick Douglas Boulevard, Harlem, New York 10026. It is located on the southeast corner of Frederick Douglas Boulevard and W. 110th Street, Harlem, New York, and is designated as Block 1826 Lot 1 by the New York City Department of Assessment. The Lot has 73 feet of street frontage on Frederick Douglas Boulevard, approximately 160 feet of frontage along Frederick Douglas Circle, approximately 125 feet along West 11th Street and approximately 9 feet of frontage along Central Park North (W. 110th Street) for a total area of 13,513 square feet (0.31 acres).

The Lot is currently developed with a one-story service station building and roof canopy over the dispenser area. The building has a footprint of approximately 2,773 s.f. which, according to the NYC Department of Buildings, was constructed in 1955.

The elevation of the property is approximately 49 feet above the National Geodetic Vertical Datum (NGVD) feet. based upon regional groundwater contour maps, and measurements made at the property, the depth to groundwater beneath the site is approximately 35 feet below existing grade and flows southeasterly.

2.1 Remaining Contamination

2.1.1 Soil

The majority of the Site was excavated to a depth of approximately 30 feet below grade. Areas along the east property line and southeast corner were excavated to 15 feet while a 4 ft strip along the west property line and a 7 ft x 19 ft area along the northwest corner remained unexcavated (see Figure 5). Over excavation was performed at several locations to either meet SCOs or to accommodate structural elements of the new building as follows:

HS5 - 35 ft
HS6 - 32.5 ft
HS7 - 33 ft
HS8 - 35 ft
HS10 - 34 ft
EP11 - 36.5 ft
EP13 - 36 ft
EP14 - 34.5 ft
Elevator Pit (passengers) - 35 ft
Elevator Pit (automobile) - 34 ft.

Endpoint soil samples collected following excavation indicate that soil remains at the Site with constituents above Unrestricted Use, Restricted Residential Use and Groundwater Protection SCOs at some locations. These areas include metals above Unrestricted SCOs at depths of 15-16 ft and 27-28 ft along the along east, west, southeast corner and northwest corner property lines, pesticides above Unrestricted SCOs at a depth of 28 ft in the northwest corner of the site, SVOCs above Restricted Residential SCOs in the northwestern corner of the Site and petroleum VOCs above Groundwater Protection SCOs at 33 feet in HS7 and at 27 feet at one location near the east property line.

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Parameters reported above Unrestricted Use, Restricted Residential Use or Groundwater Protection SCOS following the remedial action are provided in Table 3 and posted in Figure 6. Petroleum contaminated soil may be encountered if excavation is done to a depth greater than 3 feet below the existing cellar slab in the HS7 source area, or below a depth of 25 feet in the vicinity of SWEP8 located between the east wall of the building's cellar level and the east property line.

Petroleum contaminated soil within the HS7 hotspot area is being remediated through chemical oxidant injections. Groundwater performance samples will be collected from the monitoring well network to upon completion of remediation to demonstrate achievement of improvement in groundwater quality downgradient of this area. The petroleum contamination in the vicinity of SWEP8 has been isolated and rendered inert by a three foot thick concrete cap at 15 feet below grade and by cement grout injections both above and below the zone of impacted soil.

2.1.2 Groundwater

Remaining petroleum impact to on-site groundwater above standards is limited to benzene in monitoring wells MW1502 (4.7 ug/L) and MW1503 (1.6 ug/L). Benzene was highest in MW1502, immediately down gradient of the HS8 source area. Groundwater exceedances for all VOC parameters are listed below.

Remaining On-Site Groundwater Sample Exceedences

COMPOUND	NYSDEC GQS µg/L	MW1502 10/1/2015 µg/L	MW1503 10/1/2015 µg/L
Acetone	50	140	240
Benzene	1	4.7	1.6
Bromomethane	5	31	17
Chloromethane	5	130	180

Note that acetone is a common laboratory introduced contaminant and was not identified during the RI as a Site-related contaminant. Bromomethane and chloromethane are also not known to be Site-related contaminants and were not reported to be present in soil or groundwater during the RI.

VOCs above standards were reported in two of the three off-site wells (MW1504, MW1506) and included: 1,2,4-trimethylbenzene, 1,3,5-trimethylbenzene, benzene, ethylbenzene, isopropylbenzene, n-propylbenzene, sec-butyl benzene, 2-isopropylbenzene, xylene and chloromethane.

2.1.3 Soil Vapor

A soil vapor intrusion evaluation was completed during the Remedial Investigation. Based on that evaluation no additional actions were needed to address potential soil vapor intrusion at the site. In addition, the sub-cellar level of the building will be utilized as a parking garage (see Figure 8). The parking garage will be ventilated in accordance with the New York City Mechanical Code, eliminated any concern of vapor intrusion.

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3.0 HAZARD ASSESSMENT

This section identifies the hazards associated with the proposed scope of work, general physical hazards that can be expected at most sites; and presents a summary of documented or potential chemical hazards at the site. Every effort must be made to reduce or eliminate these hazards. Those that cannot be eliminated must be guarded against using engineering controls and/or personal protective equipment.

3.0 HAZARD ASSESSMENT

This section identifies the hazards associated with the proposed scope of work, general physical hazards that can be expected at most sites; and presents a summary of documented or potential chemical hazards at the site. Every effort must be made to reduce or eliminate these hazards. Those that cannot be eliminated must be guarded against using engineering controls and/or personal protective equipment.

3.1 Physical Hazards

3.1.1 Tripping Hazards

An area of risk associated with on-site activities are presented by uneven ground, concrete, curbstones or equipment which may be present at the site thereby creating a potential tripping hazard. During intrusive work, care should be taken to mark or remove any obstacles within the exclusion zone.

3.1.2 Climbing Hazards

During site activities, workers may have to work on excavating equipment by climbing. The excavating contractor will conform with any applicable NIOSH and OSHA requirements or climbing activities.

3.1.3 Cuts and Lacerations

Field activities that involve excavating activities usually involve contact with various types of machinery. A first aid kit approved by the American Red Cross will be available during all intrusive activities.

3.1.4 Lifting Hazards

Improper lifting by workers is one of the leading causes of industrial injuries. Field workers in the excavation program may be required to lift heavy objects. Therefore, all members of the field crew should be trained in the proper methods of lifting heavy objects. All workers should be cautioned against lifting objects too heavy for one person.

3.1.5 Utility Hazards

Before conducting any excavation, the excavation contractor will be responsible for locating and verifying all existing utilities at each excavation.

3.1.6 Traffic Hazards

All traffic, vehicular and pedestrian, shall be maintained and protected at all times consistent with local, state and federal agency regulations regarding such traffic and in accordance with

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NYCDOT guidelines. The excavation contractor shall carry on his operations without undue interference or delays to traffic. The excavation contractor shall furnish all labor, materials, guards, barricades, signs, lights, and anything else necessary to maintain traffic and to protect his work and the public, during operations.

3.2 Work in Extreme Temperatures

Work under extremely hot or cold weather conditions requires special protocols to minimize the chance that employees will be affected by heat or cold stress.

3.2.1 Heat Stress

The combination of high ambient temperature, high humidity, physical exertion, and personal protective apparel, which limits the dissipation of body heat and moisture, can cause heat stress.

The following prevention, recognition and treatment strategies will be implemented to protect personnel from heat stress. Personnel will be trained to recognize the symptoms of heat stress and to apply the appropriate treatment.

1. Prevention
    a. Provide plenty of fluids. Available in the support zone will be a 50% solution of fruit punch and water or plain water.
    b. Work in Pairs. Individuals should avoid undertaking any activity alone.
    c. Provide cooling devices. A spray hose and a source of water will be provided to reduce body temperature, cool protective clothing and/or act as a quick-drench shower in case of an exposure incident.
    d. Adjustment of the work schedule. As is practical, the most labor-intensive tasks should be carried out during the coolest part of the day.

2. Recognition and Treatment
    a Heat Rash (or prickly heat):
        Cause: Continuous exposure to hot and humid air, aggravated by chafing clothing.
        Symptoms: Eruption of red pimples around sweat ducts accompanied by intense itching and tingling.
        Treatment: Remove source or irritation and cool skin with water or wet cloths.

    b. Heat Cramps (or heat prostration)
        Cause: Profuse perspiration accompanied by inadequate replenishment of body water and electrolytes.
        Symptoms: Muscular weakness, staggering gait, nausea, dizziness, shallow breathing, pale and clammy skin, approximately normal body temperature.
        Treatment: Perform the following while making arrangement for transport to a medical facility. Remove the worker to a contamination reduction zone. Remove protective clothing. Lie worker down on back in a cool place and raise feet 6 to 12 inches. Keep warm, but loosen all clothing. If conscious, provide sips of salt-water solution, using one teaspoon of salt in 12 ounces of water. Transport to a medical

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facility.

c. Heat Stroke
   Cause: Same as heat exhaustion. This is also an extremely serious condition.
   Symptoms: Dry hot skin, dry mouth, dizziness, nausea, headache, rapid pulse.
   Treatment: Cool worker immediately by immersing or spraying with cool water or sponge bare skin after removing protective clothing. Transport to hospital.

3.2.2 Cold Exposure

Exposure to cold weather, wet conditions and extreme wind-chill factors may result in excessive loss of body heat (hypothermia) and /or frostbite. To guard against cold exposure and to prevent cold injuries, appropriate warm clothing should be worn, warm shelter must be readily available, rest periods should be adjusted as needed, and the physical conditions of on-site field personnel should be closely monitored. Personnel and supervisors working on-site will be made aware of the signs and symptoms of frost bite and hypothermia such as shivering, reduced blood pressure, reduced coordination, drowsiness, impaired judgment, fatigue, pupils dilated but reactive to light and numbing of the toes and fingers.

3.3 Chemical Hazards

"Urban fill" materials, present throughout the New York City area typically contain elevated levels of semi-volatile organic compounds and metals. These "contaminants" are not related to a chemical release occurring on the site, but are inherent in the reworked fill material in the area which contains ash and bits of tar and asphalt. Considering the previous sampling results and the past and present use of the site, the following compounds are considered for the site as potential contaminants: volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), pesticides, polychlorinated biphenyl's (PCBs), and heavy metals such as arsenic, chromium, lead and mercury.

Based on the findings of the Remedial Investigation and the inherent properties of urban fill, the following compounds are considered for the site as potential contaminants: volatile organic compounds (VOCs), semi-volatile organic compounds, pesticides and metals.

Volatile organic compounds reported to be present in soil, soil gas and/or groundwater include the following:

1,2,4-Trimethylbenzene	1,3,5-Trimethylbenzene	Benzene	Ethylbenzene
m&p xylenes	o-xylenes	Toluene	

Semi-Volatile organic compounds reported to be present in soil and/or groundwater include the following:

Benzo(a)anthracene	Benzo(a)pyrene	Benzo(b)fluorenthene	Benzo(k)fluorenthene
Chrysene	Dibenzo(a,h)anthracene	Ideno(1,2,3-cd)pyrene	

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Pesticides reported to be present in soil groundwater include the following

4,4'-DDE	4,4'-DDT	Deildrin

Metals reported to be present in soil groundwater include the following

Copper	Chromium	Lead	Mercury	Nickel	Zinc

The primary routes of exposure to these contaminants are inhalation, ingestion and absorption.

Appendix C includes information sheets for suspected chemicals that may be encountered at the site.

3.3.1 Respirable Dust

Dust may be generated from vehicular traffic and/or excavation activities. If visible observation detects elevated levels of dust, a program of wetting will be employed by the site safety officer. If elevated dust levels persist, the site safety office will employ dust monitoring using a particulate monitor (Miniram or equivalent). If monitoring detects concentrations greater than 150 µg/m3 over daily background, the site safety officer will take corrective actions as defined herein, including the use of water for dust suppression and if this is not effective, requiring workers to wear APRs with efficiency particulate air (HEPA) cartridges.

Absorption pathways for dust and direct contact with soils or groundwater will be mitigated with the implementation of latex gloves, hand washing and decontamination exercises when necessary.

3.3.2 Dust Control and Monitoring During Earthwork

Dust generated during excavation activities or other earthwork may contain contaminants identified in soils at the site. Dust will be controlled by wetting the working surface with water. Calcium chloride may be used if the problem cannot be controlled with water. Air monitoring and dust control techniques are specified in a site specific Dust Control Plan (if applicable). Site workers will not be required to wear APR's unless dust concentrations are consistently over 150 $\mu g/m^3$ over site-specific background in the breathing zone as measured by a dust monitor unless the site safety officer directs workers to wear APRs. The site safety officer will use visible dust as an indicator to implement the dust control plan.

3.3.3 Organic Vapors

Elevated levels of VOCs were detected in both soil and groundwater samples collected during previous investigations at the site. Therefore, excavation activities may cause the release of organic vapors to the atmosphere. The site safety officer will periodically monitor organic vapors with a Photoionization Detector (PID) during excavation activities to determine whether organic vapor concentrations exceed action levels shown in Section 5 and/or the Community Air Monitoring Plan.

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4.0 PERSONAL PROTECTIVE EQUIPMENT

Personal protective equipment (PPE) shall be selected in accordance with the site air monitoring program, OSHA 29 CFR 1910.120(c), (g), and 1910.132. Protective equipment shall be NIOSH approved and respiratory protection shall conform to OSHA 29 CFR Part 1910.133 and 1910.134 specifications; head protection shall conform to 1910.135; eye and face protection shall conform to 1910.133; and foot protection shall conform to 1910.136. The only true difference among the levels of protection from D thru B is the addition of the type of respiratory protection. **It is anticipated that work will be performed in Level D PPE.**

4.1 Level D

Level D PPE shall be donned when the atmosphere contains no known hazards and work functions preclude splashes, immersion, or the potential for inhalation of, or contact with, hazardous concentrations of harmful chemicals. Level D PPE consists of:

- standard work uniform, coveralls, or tyvek, as needed;
- steel toe and steel shank work boots;
- hard hat;
- gloves, as needed;
- safety glasses;
- hearing protection;
- equipment replacements are available as needed.

4.2 Level C

Level C PPE shall be donned when the concentrations of measured total organic vapors in the breathing zone exceed background concentrations (using a portable OVA, or equivalent), but are less than 5 ppm. The specifications on the APR filters used must be appropriate for contaminants identified or expected to be encountered. Level C PPE shall be donned when the identified contaminants have adequate warning properties and criteria for using APR have been met. Level C PPE consists of:

- chemical resistant or coated tyvek coveralls;
- steel-toe and steel-shank workboots;
- chemical resistant overboots or disposable boot covers;
- disposable inner gloves (surgical gloves);
- disposable outer gloves;
- full face APR fitted with organic vapor/dust and mist filters or filters appropriate for the identified or expected contaminants;
- hard hat;
- splash shield, as needed; and,
- ankles/wrists taped with duct tape.

The site safety officer will verify if Level C is appropriate by checking organic vapor concentrations using compound and/or class-specific detector tubes.

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- chemical resistant coveralls;
- steel-toe and steel-shank workboots;
- chemical resistant overboots or disposable boot covers;
- disposable inner gloves;
- disposable outer gloves;
- hard hat; and,
- ankles/wrists taped.

The exact PPE ensemble is decided on a site-by-site basis by the Site Safety Officer with the intent to provide the most protective and efficient worker PPE.

4.3 Activity-Specific Levels of Personal Protection

The required level of PPE is activity-specific and is based on air monitoring results (Section 4.0) and properties of identified or expected contaminants. **It is expected that site work will be performed in Level D.** If air monitoring results indicate the necessity to upgrade the level of protection engineering controls (i.e. Facing equipment away from the wind and placing site personnel upwind of drilling locations, active venting, etc.) will be implemented before requiring the use of respiratory protection.

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ENVIRONMENTAL BUSINESS CONSULTANTS
1808 MIDDLE COUNTRY ROAD
RIDGE, NY 11961
PHONE 631.504.6000
FAX 631.924.2870

5.0 AIR MONITORING AND ACTION LEVELS

29 CFR 1910.120(h) specifies that monitoring shall be performed where there may be a question of employee exposure to hazardous concentrations of hazardous substances in order to assure proper selection of engineering controls, work practices and personal protective equipment so that employees are not exposed to levels which exceed permissible exposure limits, or published exposure levels if there are no permissible exposure limits, for hazardous substances.

5.1 Air Monitoring Requirements

If excavation work is performed, air will be monitored for VOCs with a portable ION Science 3000EX photoionization detector, or the equivalent. If necessary, Lower Explosive Limit (LEL) and oxygen will be monitored with a Combustible Gas Indicator (CGI). If appropriate, fugitive dust will be monitored using a MiniRam Model PDM-3 aerosol monitor. Air will be monitored when any of the following conditions apply:

- initial site entry;
- during any work where a potential IDLH condition or flammable atmosphere could develop;
- excavation work begins on another portion of the site;
- contaminants, other than those previously identified, have been discovered;
- each time a different task or activity is initiated;
- during trenching and/or excavation work.

The designated site safety officer will record air monitoring data and ensure that air monitoring instruments are calibrated and maintained in accordance with manufacturer's specifications. Instruments will be zeroed daily and checked for accuracy. Monitoring results will be recorded in a field notebook and will be transferred to instrument reading logs.

5.2 Work Stoppage Responses

The following responses will be initiated whenever one or more of the action levels necessitating a work stoppage are exceeded:

1 The SSO will be consulted immediately
2 All personnel (except as necessary for continued monitoring and contaminant migration, if applicable) will be cleared from the work area (eg from the exclusion zone).
3 Monitoring will be continued until intrusive work resumes.

5.3 Action Levels During Excavation Activities

Instrument readings will be taken in the breathing zone above the excavation pit unless otherwise noted. Each action level is independent of all other action levels in determining responses.

Organic Vapors (PID)	LEL %	Responses
0-1 ppm above background	0%	• Continue excavating • Level D protection • Continue monitoring every 10 minutes

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1-5 ppm Above Background, Sustained Reading	1-10%	• Continue excavating • Go to Level C protection or employ engineering controls • Continue monitoring every 10 minutes
5-25 ppm Above Background, Sustaineed Reading	10-20%	• Discontinue excavating, unless PID is only action level exceeded. • Level C protection or employ engineering controls • Continue monitoring for organic vapors 200 ft downwind • Continuous monitoring for LEL at excavation pit
>25 ppm Above Background, Sustained Reading	>20%	• Discontinue excavating • Withdraw from area, shut off all engine ignition sources. • Allow pit to vent • Continuous monitoring for organic vapors 200 ft downwind.

Notes: Air monitoring will occur in the breathing zone 30 inches above the excavation pit. Readings may also be taken in the excavation pit but will not be used for action levels.

If action levels for any one of the monitoring parameters are exceeded, the appropriate responses listed in the right hand column should be taken. If instrument readings do not return to acceptable levels after the excavation pit has been vented for a period of greater than one-half hour, a decision will then be made whether or not to seal the pit with suppressant foam.

If, during excavation activities, downwind monitoring PID readings are greater than 5 ppm above background for more than one-half hour, excavation will stop until sustained levels are less then 5 ppm (see Community Air Monitoring Plan).

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6.0 SITE CONTROL

6.1 Work Zones

The primary purpose of site controls is to establish the perimeter of a hazardous area, to reduce the migration of contaminants into clean areas, and to prevent access or exposure to hazardous materials by unauthorized persons. When operations are to take place involving hazardous materials, the site safety officer will establish an exclusion zone, a decontamination zone, and a support zone. These zones "float" (move around the site) depending on the tasks being performed on any given day. The site safety officer will outline these locations before work begins and when zones change. The site safety officer records this information in the site log book.

It is expected that an exclusion zone, decontamination zone, and support zone will only be established during the remedial work required to excavate the SVOC hotspot area. A licensed Environmental Contractor with relative hazardous material handling experience and training is required to perform any soil disturbing activities within the hotspots identified within the Remedial Action Work Plan. All onsite workers must provide evidence of OSHA 40-hour Hazardous Waste Operations and Emergency Response Operations training to conduct work within the exclusion zone established by the site safety officer. The exclusion zone is defined by the site safety officer but will typically be a 50-foot area around work activities. Gross decontamination (as determined by the site Health and Safety Officer) is conducted in the exclusion zone; all other decontamination is performed in the decontamination zone or trailer.

Protective equipment is removed in the decontamination zone. Disposable protective equipment is stored in receptacles staged in the decontamination zone, and non-disposable equipment is decontaminated. All personnel and equipment exit the exclusion zone through the decontamination zone. If a decontamination trailer is provided the first aid equipment, an eye wash unit, and drinking water are kept in the decontamination trailer.

The support zone is used for vehicle parking, daily safety meetings, and supply storage. Eating, drinking, and smoking are permitted only in the support zone. When a decontamination trailer is not provided, the eye wash unit, first aid equipment, and drinking water are kept at a central location designated by the site safety officer.

6.1 General Site Work

Upon completion of the SVOC hotspot remedial activities by an Environmental Contractor, a general excavation contractor may continue with site excavation/grading as needed for basement excavation, shoring, other building requirements, or as necessary to excavate petroleum related VOC contaminated soil as deemed necessary by the Remedial Action Work Plan and/or Project Manager. All onsite employees must have obtained OSHA 24-hour Hazardous Waste Operations and Emergency Response Operations training prior to performing soil disturbing activities.

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7.0 CONTINGENCY PLAN/EMERGENCY RESPONSE PLAN

Site personnel must be prepared in the event of an emergency. Emergencies can take many forms: illnesses, injuries, chemical exposure, fires, explosions, spills, leaks, releases of harmful contaminants, or sudden changes in the weather.

Emergency telephone numbers and a map to the hospital will be posted in the command post. Site personnel should be familiar with the emergency procedures, and the locations of site safety, first aid, and communication equipment.

7.1 Emergency Equipment On-site

Private telephones:	Site personnel.
Two-way radios:	Site personnel where necessary.
Emergency Alarms:	On-site vehicle horns*.
First aid kits:	On-site, in vehicles or office.
Fire extinguisher:	On-site, in office or on equipment.

* Horns: Air horns will be supplied to personnel at the discretion of the project superintendent or site safety officer.

7.2 Emergency Telephone Numbers

General Emergencies	911
NYPD	911
NYC Fire Department	911
Mount Sinai Hospital	(212) 659-9210
NYSDEC Spills Hotline	1-800-457-7362
NYSDEC Project Manager	(718) 482-7541
NYC Department of Health	(212) 676-2400
National Response Center	1-800-424-8802
Poison Control	1-800-222-1222
Project Manager	1-631-504-6000
Site Safety Officer	1-631-504-6000

7.3 Personnel Responsibilities During an Emergency

The project manager is primarily responsible for responding to and correcting any emergency situations. However, in the absence of the project manager, the site safety officer shall act as the project manager's on-site designee and perform the following tasks:

- Take appropriate measures to protect personnel including: withdrawal from the exclusion zone, evacuate and secure the site, or upgrade/downgrade the level of protective clothing and respiratory protection;

- Ensure that appropriate federal, state, and local agencies are informed and emergency response plans are coordinated. In the event of fire or explosion, the local fire department should be summoned immediately. If toxic materials are released to the air, the local authorities should be informed in order to assess the need for evacuation;

- Ensure appropriate decontamination, treatment, or testing for exposed or injured personnel;

- Determine the cause of incidents and make recommendations to prevent recurrence; and,

- Ensure that all required reports have been prepared.

The following key personnel are planned for this project:

• Project Manager	Ms. Kristen DiScenza (631) 504-6000
• Construction Superintendent	To be added
• Site Safety Officer	Mr. Kevin Waters (631) 504-6000

7.4 Medical Emergencies

A person who becomes ill or injured in the exclusion zone will be decontaminated to the maximum extent possible. If the injury or illness is minor, full decontamination will be completed and first aid administered prior to transport. First aid will be administered while waiting for an ambulance or paramedics. A Field Accident Report (**Appendix D**) must be filled out for any injury.

A person transporting an injured/exposed person to a clinic or hospital for treatment will take the directions to the hospital (**Appendix D**).and information on the chemical(s) to which they may have been exposed (**Appendix C**).

7.5 Fire or Explosion

In the event of a fire or explosion, the local fire department will be summoned immediately. The site safety officer or his designated alternate will advise the fire commander of the location, nature and identification of the hazardous materials on-site. If it is safe to do so, site personnel may:

- use fire fighting equipment available on site; or,
- remove or isolate flammable or other hazardous materials that may contribute to the fire.

7.6 Evacuation Routes

Evacuation routes established by work area locations for each site will be reviewed prior to commencing site operations. As the work areas change, the evacuation routes will be altered accordingly, and the new route will be reviewed.

Under extreme emergency conditions, evacuation is to be immediate without regard for equipment. The evacuation signal will be a continuous blast of a vehicle horn, if possible, and/or by verbal/radio communication. When evacuating the site, personnel will follow these instructions:

- Keep upwind of smoke, vapors, or spill location.

- Exit through the decontamination corridor if possible.
- If evacuation through the decontamination corridor is not possible, personnel should remove contaminated clothing once they are in a safe location and leave it near the exclusion zone or in a safe place.

- The site safety officer will conduct a head count to ensure that all personnel have been evacuated safely. The head count will be correlated to the site and/or exclusion zone entry/exit log.

- If emergency site evacuation is necessary, all personnel are to escape the emergency situation and decontaminate to the maximum extent practical.

7.7 Spill Control Procedures

Spills associated with site activities may be attributed to project equipment and include gasoline, diesel and hydraulic oil. In the event of a leak or a release, site personnel will inform their supervisor immediately, locate the source of spillage and stop the flow if it can be done safely. A spill containment kit including absorbent pads, booms and/or granulated speedy dry absorbent material will be available to site personnel to facilitate the immediate recovery of the spilled material. Daily inspections of site equipment components including hydraulic lines, fuel tanks, etc. will be performed by their respective operators as a preventative measure for equipment leaks and to ensure equipment soundness. In the event of a spill, site personnel will immediately notify the NYSDEC (1-800-457-7362), and a spill number will be generated.

7.8 Vapor Release Plan

If work zone organic vapor (excluding methane) exceeds 5 ppm, then a downwind reading will be made either 200 feet from the work zone or at the property line, whichever is closer. If readings at this location exceed 5 ppm over background, the work will be stopped.

If 5 ppm of VOCs are recorded over background on a PID at the property line, then an off-site reading will be taken within 20 feet of the nearest residential or commercial property, whichever is closer. If efforts to mitigate the emission source are unsuccessful for 30 minutes, then the designated site safety officer will:

- contact the local police;
- continue to monitor air every 30 minutes, 20 feet from the closest off-site property. If two successive readings are below 5 ppm (non-methane), off-site air monitoring will be halted.
- All property line and off site air monitoring locations and results associated with vapor releases will be recorded in the site safety log book.

APPENDIX A

SITE SAFETY ACKNOWLEDGEMENT FORM

DAILY BREIFING SIGN-IN SHEET

Date:_____ Person Conducting Briefing:_____

Project Name and Location:_____

1. AWARENESS (topics discussed, special safety concerns, recent incidents, etc...):

_____

_____

_____

_____

2. OTHER ISSUES (HASP changes, attendee comments, etc...):

_____

_____

_____

3. ATTENDEES (Print Name):

1.	11.
2.	12.
3.	13.
4.	14.
5.	15.
6.	16.
7.	17.
8.	18.
9.	19.
10.	20.

APPENDIX B

SITE SAFETY PLAN AMENDMENTS

SITE SAFETY PLAN AMENDMENT FORM

Site Safety Plan Amendment #: _____

Site Name: _____

Reason for Amendment: _____

_____

_____

_____

Alternative Procedures: _____

_____

_____

_____

Required Changes in PPE: _____

_____

_____

_____

_____ _____

Project Superintendent (signature) **Date**

_____ _____

Health and Safety Consultant (signature) **Date**

_____ _____

Site Safety Officer (signature) **Date**

APPENDIX C

CHEMICAL HAZARDS

CHEMICAL HAZARDS

The attached International Chemical Safety Cards are provided for contaminants of concern that have been identified in soils and/or groundwater at the site.

International Chemical Safety Cards

BENZENE

ICSC: 0015

UNEP

National Institute for Occupational Safety and Health NIOSH

Cyclohexatriene
Benzol
C_6H_6
Molecular mass: 78.1

ICSC # 0015
CAS # 71-43-2
RTECS # CY1400000
UN # 1114
EC # 601-020-00-8
May 06, 2003 Peer reviewed



TYPES OF HAZARD/ EXPOSURE	ACUTE HAZARDS/ SYMPTOMS	PREVENTION	FIRST AID/ FIRE FIGHTING
FIRE	Highly flammable.	NO open flames, NO sparks, and NO smoking.	Powder, AFFF, foam, carbon dioxide.
EXPLOSION	Vapour/air mixtures are explosive. Risk of fire and explosion: see Chemical Dangers.	Closed system, ventilation, explosion-proof electrical equipment and lighting. Do NOT use compressed air for filling, discharging, or handling. Use non-sparking handtools. Prevent build-up of electrostatic charges (e.g., by grounding).	In case of fire: keep drums, etc., cool by spraying with water.
EXPOSURE		AVOID ALL CONTACT!	
•INHALATION	Dizziness. Drowsiness. Headache. Nausea. Shortness of breath. Convulsions. Unconsciousness.	Ventilation, local exhaust, or breathing protection.	Fresh air, rest. Refer for medical attention.
•SKIN	MAY BE ABSORBED! Dry skin. Redness. Pain. (Further see Inhalation).	Protective gloves. Protective clothing.	Remove contaminated clothes. Rinse skin with plenty of water or shower. Refer for medical attention.
•EYES	Redness. Pain.	Face shield, or eye protection in combination with breathing protection.	First rinse with plenty of water for several minutes (remove contact lenses if easily possible), then take to a doctor.
•INGESTION	Abdominal pain. Sore throat. Vomiting. (Further see Inhalation).	Do not eat, drink, or smoke during work.	Rinse mouth. Do NOT induce vomiting. Refer for medical attention.

SPILLAGE DISPOSAL	STORAGE	PACKAGING & LABELLING
Remove all ignition sources. Collect leaking and spilled liquid in sealable containers as far as possible. Absorb remaining liquid in sand or inert absorbent and remove to safe place. Do NOT wash away into sewer. Do NOT let this chemical enter the environment. Personal protection: complete protective clothing including self-contained breathing apparatus.	Fireproof. Separated from food and feedstuffs oxidants halogens	Do not transport with food and feedstuffs. Note: E F symbol T symbol R: 45-46-11-36/38-48/23/24/25-65 S: 53-45 UN Hazard Class: 3 UN Packing Group: II

SEE IMPORTANT INFORMATION ON BACK

Prepared in the context of cooperation between the International Programme on Chemical Safety & the Commission of the European Communities (C) IPCS CEC 1994. No modifications to the International version have been made except to add the OSHA PELs, NIOSH RELs and NIOSH IDLH values.

International Chemical Safety Cards

BENZENE

ICSC: 0015

IMPORTANT DATA

PHYSICAL STATE; APPEARANCE:
COLOURLESS LIQUID , WITH CHARACTERISTIC ODOUR.

PHYSICAL DANGERS:
The vapour is heavier than air and may travel along the ground; distant ignition possible. As a result of flow, agitation, etc., electrostatic charges can be generated.

CHEMICAL DANGERS:
Reacts violently with oxidants, nitric acid, sulfuric acid and halogens causing fire and explosion hazard. Attacks plastic and rubber.

OCCUPATIONAL EXPOSURE LIMITS:
TLV: 0.5 ppm as TWA 2.5 ppm as STEL (skin) A1 BEI (ACGIH 2004).
MAK: H
Carcinogen category: 1 Germ cell mutagen group: 3A (DFG 2004).
OSHA PEL: 1910.1028 TWA 1 ppm ST 5 ppm See Appendix F
NIOSH REL: Ca TWA 0.1 ppm ST 1 ppm See Appendix A
NIOSH IDLH: Ca 500 ppm See: 71432

ROUTES OF EXPOSURE:
The substance can be absorbed into the body by inhalation through the skin and by ingestion

INHALATION RISK:
A harmful contamination of the air can be reached very quickly on evaporation of this substance at 20°C.

EFFECTS OF SHORT-TERM EXPOSURE:
The substance is irritating to the eyes the skin and the respiratory tract Swallowing the liquid may cause aspiration into the lungs with the risk of chemical pneumonitis. The substance may cause effects on the central nervous system , resulting in lowering of consciousness Exposure far above the occupational exposure limit value may result in unconsciousness death

EFFECTS OF LONG-TERM OR REPEATED EXPOSURE:
The liquid defats the skin. The substance may have effects on the bone marrow immune system , resulting in a decrease of blood cells. This substance is carcinogenic to humans.

PHYSICAL PROPERTIES

Boiling point: 80°C
Melting point: 6°C
Relative density (water = 1): 0.88
Solubility in water, g/100 ml at 25°C: 0.18
Vapour pressure, kPa at 20°C: 10
Relative vapour density (air = 1): 2.7
Relative density of the vapour/air-mixture at 20°C (air = 1): 1.2
Flash point:
-11°C c.c.
Auto-ignition temperature: 498°C
Explosive limits, vol% in air: 1.2-8.0
Octanol/water partition coefficient as log Pow: 2.13

ENVIRONMENTAL DATA

The substance is very toxic to aquatic organisms.



NOTES

Use of alcoholic beverages enhances the harmful effect. Depending on the degree of exposure, periodic medical examination is indicated. The odour warning when the exposure limit value is exceeded is insufficient.

Transport Emergency Card: TEC (R)-30S1114 / 30GF1-II
NFPA Code: H2; F3; R0

ADDITIONAL INFORMATION

(C) IPCS, CEC, 1994

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International Chemical Safety Cards

o-XYLENE

ICSC: 0084

ortho-Xylene
1,2-Dimethylbenzene
o-Xylol
$C_6H_4(CH_3)_2$ / C_8H_{10}
Molecular mass: 106.2

ICSC # 0084
CAS # 95-47-6
RTECS # ZE2450000
UN # 1307
EC # 601-022-00-9
August 03, 2002 Validated

TYPES OF HAZARD/ EXPOSURE	ACUTE HAZARDS/ SYMPTOMS	PREVENTION	FIRST AID/ FIRE FIGHTING
FIRE	Flammable.	NO open flames, NO sparks, and NO smoking.	Powder, water spray, foam, carbon dioxide.
EXPLOSION	Above 32°C explosive vapour/air mixtures may be formed.	Above 32°C use a closed system, ventilation, and explosion-proof electrical equipment. Prevent build-up of electrostatic charges (e.g., by grounding).	In case of fire: keep drums, etc., cool by spraying with water.
EXPOSURE		STRICT HYGIENE! AVOID EXPOSURE OF (PREGNANT) WOMEN!	
•INHALATION	Dizziness. Drowsiness. Headache. Nausea.	Ventilation, local exhaust, or breathing protection.	Fresh air, rest. Refer for medical attention.
•SKIN	Dry skin. Redness.	Protective gloves.	Remove contaminated clothes. Rinse and then wash skin with water and soap.
•EYES	Redness. Pain.	Safety spectacles.	First rinse with plenty of water for several minutes (remove contact lenses if easily possible), then take to a doctor.
•INGESTION	Burning sensation. Abdominal pain. (Further see Inhalation).	Do not eat, drink, or smoke during work.	Rinse mouth. Do NOT induce vomiting. Refer for medical attention.

SPILLAGE DISPOSAL	STORAGE	PACKAGING & LABELLING
Ventilation. Remove all ignition sources. Collect leaking and spilled liquid in sealable containers as far as possible. Absorb remaining liquid in sand or inert absorbent and remove to safe place. Do NOT let this chemical enter the environment. (Extra personal protection: filter respirator for organic gases and vapours.)	Fireproof. Separated from strong oxidants and strong acids .	Note: C Xn symbol R: 10-20/21-38 S: 2-25 UN Hazard Class: 3 UN Packing Group: III

SEE IMPORTANT INFORMATION ON BACK

Prepared in the context of cooperation between the International Programme on Chemical Safety & the Commission of the

ICSC: 0084	European Communities (C) IPCS CEC 1994. No modifications to the International version have been made except to add the OSHA PELs, NIOSH RELs and NIOSH IDLH values.

International Chemical Safety Cards

o-XYLENE

ICSC: 0084

IMPORTANT DATA	**PHYSICAL STATE; APPEARANCE:** COLOURLESS LIQUID , WITH CHARACTERISTIC ODOUR. **PHYSICAL DANGERS:** As a result of flow, agitation, etc., electrostatic charges can be generated. **CHEMICAL DANGERS:** Reacts with strong acids and strong oxidants . **OCCUPATIONAL EXPOSURE LIMITS:** TLV: 100 ppm as TWA; 150 ppm as STEL A4 (ACGIH 2001). BEI specified by (ACGIH 2001). EU OEL: 50 ppm as TWA; 100 ppm as STEL (skin) (EU 2000). OSHA PEL†: TWA 100 ppm (435 mg/m^3) NIOSH REL: TWA 100 ppm (435 mg/m^3) ST 150 ppm (655 mg/m^3) NIOSH IDLH: 900 ppm See: 95476	**ROUTES OF EXPOSURE:** The substance can be absorbed into the body by inhalation, through the skin and by ingestion. **INHALATION RISK:** A harmful contamination of the air will be reached rather slowly on evaporation of this substance at 20°C. **EFFECTS OF SHORT-TERM EXPOSURE:** The substance is irritating to the eyes and the skin . The substance may cause effects on the central nervous system . If this liquid is swallowed, aspiration into the lungs may result in chemical pneumonitis. **EFFECTS OF LONG-TERM OR REPEATED EXPOSURE:** The liquid defats the skin. The substance may have effects on the central nervous system. Exposure to the substance may enhance hearing damage caused by exposure to noise. Animal tests show that this substance possibly causes toxicity to human reproduction or development.
PHYSICAL PROPERTIES	Boiling point: 144°C Melting point: -25°C Relative density (water = 1): 0.88 Solubility in water: none Vapour pressure, kPa at 20°C: 0.7	Relative vapour density (air = 1): 3.7 Relative density of the vapour/air-mixture at 20°C (air = 1): 1.02 Flash point: 32°C c.c. Auto-ignition temperature: 463°C Explosive limits, vol% in air: 0.9-6.7 Octanol/water partition coefficient as log Pow: 3.12
ENVIRONMENTAL DATA	The substance is toxic to aquatic organisms.	

NOTES

Depending on the degree of exposure, periodic medical examination is indicated. The recommendations on this Card also apply to technical xylene. See ICSC 0086 p-Xylene and 0085 m-Xylene.

Transport Emergency Card: TEC (R)-30S1307-III

NFPA Code: H 2; F 3; R 0;
Card has been partially updated in January 2008: see Occupational Exposure Limits.

ADDITIONAL INFORMATION

ICSC: 0084 **o-XYLENE**

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International Chemical Safety Cards

m-XYLENE

ICSC: 0085

UNEP

National Institute for Occupational Safety and Health NIOSH

meta-Xylene
1,3-Dimethylbenzene
m-Xylol
$C_6H_4(CH_3)_2$ / C_8H_{10}
Molecular mass: 106.2

ICSC # 0085
CAS # 108-38-3
RTECS # ZE2275000
UN # 1307
EC # 601-022-00-9
August 03, 2002 Validated



TYPES OF HAZARD/ EXPOSURE	ACUTE HAZARDS/ SYMPTOMS	PREVENTION	FIRST AID/ FIRE FIGHTING
FIRE	Flammable.	NO open flames, NO sparks, and NO smoking.	Powder, water spray, foam, carbon dioxide.
EXPLOSION	Above 27°C explosive vapour/air mixtures may be formed.	Above 27°C use a closed system, ventilation, and explosion-proof electrical equipment. Prevent build-up of electrostatic charges (e.g., by grounding).	In case of fire: keep drums, etc., cool by spraying with water.
EXPOSURE		STRICT HYGIENE!	
•INHALATION	Dizziness. Drowsiness. Headache. Nausea.	Ventilation, local exhaust, or breathing protection.	Fresh air, rest. Refer for medical attention.
•SKIN	Dry skin. Redness.	Protective gloves.	Remove contaminated clothes. Rinse and then wash skin with water and soap.
•EYES	Redness. Pain.	Safety spectacles.	First rinse with plenty of water for several minutes (remove contact lenses if easily possible), then take to a doctor.
•INGESTION	Burning sensation. Abdominal pain. (Further see Inhalation).	Do not eat, drink, or smoke during work.	Rinse mouth. Do NOT induce vomiting. Refer for medical attention.

SPILLAGE DISPOSAL	STORAGE	PACKAGING & LABELLING
Ventilation. Remove all ignition sources. Collect leaking and spilled liquid in sealable containers as far as possible. Absorb remaining liquid in sand or inert absorbent and remove to safe place. Do NOT let this chemical enter the environment. (Extra personal protection: filter respirator for organic gases and vapours.)	Fireproof. Separated from strong oxidants strong acids	Note: C Xn symbol R: 10-20/21-38 S: 2-25 UN Hazard Class: 3 UN Packing Group: III

SEE IMPORTANT INFORMATION ON BACK

ICSC: 0085

Prepared in the context of cooperation between the International Programme on Chemical Safety & the Commission of the European Communities (C) IPCS CEC 1994. No modifications to the International version have been made except to add the OSHA PELs, NIOSH RELs and NIOSH IDLH values.

International Chemical Safety Cards

m-XYLENE

ICSC: 0085

I M P O R T A N T D A T A	**PHYSICAL STATE; APPEARANCE:** COLOURLESS LIQUID , WITH CHARACTERISTIC ODOUR. **PHYSICAL DANGERS:** As a result of flow, agitation, etc., electrostatic charges can be generated. **CHEMICAL DANGERS:** Reacts with strong acids strong oxidants **OCCUPATIONAL EXPOSURE LIMITS:** TLV: 100 ppm as TWA 150 ppm as STEL A4 (ACGIH 2001). BEI (ACGIH 2001). MAK: 100 ppm 440 mg/m³ Peak limitation category: II(2) skin absorption (H); Pregnancy risk group: D (DFG 2005). EU OEL: 50 ppm as TWA 100 ppm as STEL (skin) (EU 2000). OSHA PEL†: TWA 100 ppm (435 mg/m^3) NIOSH REL: TWA 100 ppm (435 mg/m^3) ST 150 ppm (655 mg/m^3) NIOSH IDLH: 900 ppm See: 95476	**ROUTES OF EXPOSURE:** The substance can be absorbed into the body by inhalation, through the skin and by ingestion. **INHALATION RISK:** A harmful contamination of the air will be reached rather slowly on evaporation of this substance at 20°C. **EFFECTS OF SHORT-TERM EXPOSURE:** The substance is irritating to the eyes and the skin The substance may cause effects on the central nervous system If this liquid is swallowed, aspiration into the lungs may result in chemical pneumonitis. **EFFECTS OF LONG-TERM OR REPEATED EXPOSURE:** The liquid defats the skin. The substance may have effects on the central nervous system Animal tests show that this substance possibly causes toxicity to human reproduction or development.
PHYSICAL PROPERTIES	Boiling point: 139°C Melting point: -48°C Relative density (water = 1): 0.86 Solubility in water: none Vapour pressure, kPa at 20°C: 0.8	Relative vapour density (air = 1): 3.7 Relative density of the vapour/air-mixture at 20°C (air = 1): 1.02 Flash point: 27°C c.c. Auto-ignition temperature: 527°C Explosive limits, vol% in air: 1.1-7.0 Octanol/water partition coefficient as log Pow: 3.20
ENVIRONMENTAL DATA	The substance is toxic to aquatic organisms.	

NOTES

Depending on the degree of exposure, periodic medical examination is indicated. The recommendations on this Card also apply to technical xylene. See ICSC 0084 o-Xylene and 0086 p-Xylene.

NFPA Code: H 2; F 3; R 0;
Transport Emergency Card: TEC (R)-30S1307-III

ADDITIONAL INFORMATION

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International Chemical Safety Cards

TOLUENE

ICSC: 0078

Methylbenzene
Toluol
Phenylmethane
$C_6H_5CH_3$ / C_7H_8
Molecular mass: 92.1

ICSC # 0078
CAS # 108-88-3
RTECS # XS5250000
UN # 1294
EC # 601-021-00-3
October 10, 2002 Peer reviewed



TYPES OF HAZARD/ EXPOSURE	ACUTE HAZARDS/ SYMPTOMS	PREVENTION	FIRST AID/ FIRE FIGHTING
FIRE	Highly flammable.	NO open flames, NO sparks, and NO smoking.	Powder, AFFF, foam, carbon dioxide.
EXPLOSION	Vapour/air mixtures are explosive.	Closed system, ventilation, explosion-proof electrical equipment and lighting. Prevent build-up of electrostatic charges (e.g., by grounding). Do NOT use compressed air for filling, discharging, or handling. Use non-sparking handtools.	In case of fire: keep drums, etc., cool by spraying with water.
EXPOSURE		STRICT HYGIENE! AVOID EXPOSURE OF (PREGNANT) WOMEN!	
•**INHALATION**	Cough. Sore throat. Dizziness. Drowsiness. Headache. Nausea. Unconsciousness.	Ventilation, local exhaust, or breathing protection.	Fresh air, rest. Refer for medical attention.
•**SKIN**	Dry skin. Redness.	Protective gloves.	Remove contaminated clothes. Rinse and then wash skin with water and soap. Refer for medical attention.
•**EYES**	Redness. Pain.	Safety goggles.	First rinse with plenty of water for several minutes (remove contact lenses if easily possible), then take to a doctor.
•**INGESTION**	Burning sensation. Abdominal pain. (Further see Inhalation).	Do not eat, drink, or smoke during work.	Rinse mouth. Do NOT induce vomiting. Refer for medical attention.

SPILLAGE DISPOSAL	STORAGE	PACKAGING & LABELLING
Evacuate danger area in large spill! Consult an expert in large spill! Remove all ignition sources. Ventilation. Collect leaking liquid in sealable containers. Absorb remaining liquid in sand or inert absorbent and remove to safe place. Do NOT wash away into sewer. Do NOT let this chemical enter the environment. Personal protection: self-contained breathing apparatus	Fireproof. Separated from strong oxidants.	F symbol Xn symbol R: 11-38-48/20-63-65-67 S: 2-36/37-46-62 UN Hazard Class: 3 UN Packing Group: II

SEE IMPORTANT INFORMATION ON BACK

ICSC: 0078

Prepared in the context of cooperation between the International Programme on Chemical Safety & the Commission of the European Communities (C) IPCS CEC 1994. No modifications to the International version have been made except to add the OSHA PELs, NIOSH RELs and NIOSH IDLH values.

International Chemical Safety Cards

TOLUENE

ICSC: 0078

IMPORTANT DATA	**PHYSICAL STATE; APPEARANCE:** COLOURLESS LIQUID , WITH CHARACTERISTIC ODOUR. **PHYSICAL DANGERS:** The vapour mixes well with air, explosive mixtures are formed easily. As a result of flow, agitation, etc., electrostatic charges can be generated. **CHEMICAL DANGERS:** Reacts violently with strong oxidants causing fire and explosion hazard. **OCCUPATIONAL EXPOSURE LIMITS:** TLV: 50 ppm as TWA (skin) A4 BEI issued (ACGIH 2004). MAK: 50 ppm 190 mg/m³ H Peak limitation category: II(4) Pregnancy risk group: C (DFG 2004). OSHA PEL†: TWA 200 ppm C 300 ppm 500 ppm (10-minute maximum peak) NIOSH REL: TWA 100 ppm (375 mg/m³) ST 150 ppm (560 mg/m³) NIOSH IDLH: 500 ppm See: 108883 **ROUTES OF EXPOSURE:** The substance can be absorbed into the body by inhalation, through the skin and by ingestion. **INHALATION RISK:** A harmful contamination of the air can be reached rather quickly on evaporation of this substance at 20°C. **EFFECTS OF SHORT-TERM EXPOSURE:** The substance is irritating to the eyes and the respiratory tract The substance may cause effects on the central nervous system If this liquid is swallowed, aspiration into the lungs may result in chemical pneumonitis. Exposure at high levels may result in cardiac dysrhythmiaandunconsciousness. **EFFECTS OF LONG-TERM OR REPEATED EXPOSURE:** The liquid defats the skin. The substance may have effects on the central nervous system Exposure to the substance may enhance hearing damage caused by exposure to noise. Animal tests show that this substance possibly causes toxicity to human reproduction or development.
PHYSICAL PROPERTIES	Boiling point: 111°C Melting point: -95°C Relative density (water = 1): 0.87 Solubility in water: none Vapour pressure, kPa at 25°C: 3.8 Relative vapour density (air = 1): 3.1 Relative density of the vapour/air-mixture at 20°C (air = 1): 1.01 Flash point: 4°C c.c. Auto-ignition temperature: 480°C Explosive limits, vol% in air: 1.1-7.1 Octanol/water partition coefficient as log Pow: 2.69
ENVIRONMENTAL DATA	The substance is toxic to aquatic organisms. 

NOTES

Depending on the degree of exposure, periodic medical examination is suggested. Use of alcoholic beverages enhances the harmful effect.

Transport Emergency Card: TEC (R)-30S1294
NFPA Code: H 2; F 3; R 0;

ADDITIONAL INFORMATION

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International Chemical Safety Cards

BENZ(a)ANTHRACENE

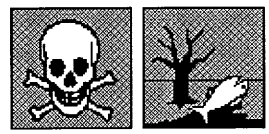
ICSC: 0385

UNEP

National Institute for Occupational Safety and Health NIOSH

1,2-Benzoanthracene
Benzo(a)anthracene
2,3-Benzphenanthrene
Naphthanthracene
$C_{18}H_{12}$
Molecular mass: 228.3

ICSC # 0385
CAS # 56-55-3
RTECS # CV9275000
EC # 601-033-00-9
October 23, 1995 Validated



TYPES OF HAZARD/ EXPOSURE	ACUTE HAZARDS/ SYMPTOMS	PREVENTION	FIRST AID/ FIRE FIGHTING
FIRE	Combustible.		Water spray, powder. In case of fire in the surroundings: use appropriate extinguishing media.
EXPLOSION	Finely dispersed particles form explosive mixtures in air.	Prevent deposition of dust; closed system, dust explosion-proof electrical equipment and lighting.	
EXPOSURE		AVOID ALL CONTACT!	
•**INHALATION**		Local exhaust or breathing protection.	Fresh air, rest.
•**SKIN**		Protective gloves. Protective clothing.	Remove contaminated clothes. Rinse and then wash skin with water and soap.
•**EYES**		Safety goggles face shield or eye protection in combination with breathing protection.	First rinse with plenty of water for several minutes (remove contact lenses if easily possible), then take to a doctor.
•**INGESTION**		Do not eat, drink, or smoke during work. Wash hands before eating.	Rinse mouth.

SPILLAGE DISPOSAL	STORAGE	PACKAGING & LABELLING
Sweep spilled substance into sealable containers; if appropriate, moisten first to prevent dusting. Carefully collect remainder, then remove to safe place. Personal protection: complete protective clothing including self-contained breathing apparatus.	Well closed.	T symbol N symbol R: 45-50/53 S: 53-45-60-61

SEE IMPORTANT INFORMATION ON BACK

ICSC: 0385

Prepared in the context of cooperation between the International Programme on Chemical Safety & the Commission of the European Communities (C) IPCS CEC 1994. No modifications to the International version have been made except to add the OSHA PELs, NIOSH RELs and NIOSH IDLH values.

International Chemical Safety Cards

ICSC: 0385

BENZ(a)ANTHRACENE

IMPORTANT DATA		
	PHYSICAL STATE; APPEARANCE: COLOURLESS TO YELLOW BROWN FLUORESCENT FLAKES OR POWDER.	**ROUTES OF EXPOSURE:** The substance can be absorbed into the body by inhalation, through the skin and by ingestion.
	PHYSICAL DANGERS: Dust explosion possible if in powder or granular form, mixed with air.	**INHALATION RISK:** Evaporation at 20°C is negligible; a harmful concentration of airborne particles can, however, be reached quickly.
	CHEMICAL DANGERS:	**EFFECTS OF SHORT-TERM EXPOSURE:**
	OCCUPATIONAL EXPOSURE LIMITS: TLV: A2 (suspected human carcinogen); (ACGIH 2004). MAK: Carcinogen category: 2 (as pyrolysis product of organic materials) (DFG 2005).	**EFFECTS OF LONG-TERM OR REPEATED EXPOSURE:** This substance is probably carcinogenic to humans.
PHYSICAL PROPERTIES	Sublimation point: 435°C Melting point: 162°C Relative density (water = 1): 1.274 Solubility in water: none	Vapour pressure, Pa at 20°C: 292 Octanol/water partition coefficient as log Pow: 5.61
ENVIRONMENTAL DATA	Bioaccumulation of this chemical may occur in seafood.	

NOTES

This substance is one of many polycyclic aromatic hydrocarbons - standards are usually established for them as mixtures, e.g., coal tar pitch volatiles. However, it may be encountered as a laboratory chemical in its pure form. Insufficient data are available on the effect of this substance on human health, therefore utmost care must be taken. Do NOT take working clothes home. Tetraphene is a common name. Card has been partly updated in October 2005 and August 2006: see sections Occupational Exposure Limits, EU classification.

ADDITIONAL INFORMATION

(C) IPCS, CEC, 1994

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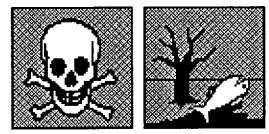
International Chemical Safety Cards

BENZO(a)PYRENE

ICSC: 0104

Benz(a)pyrene
3,4-Benzopyrene
Benzo(d,e,f)chrysene
$C_{20}H_{12}$
Molecular mass: 252.3

ICSC # 0104
CAS # 50-32-8
RTECS # DJ3675000
EC # 601-032-00-3
October 17, 2005 Peer reviewed



TYPES OF HAZARD/ EXPOSURE	ACUTE HAZARDS/ SYMPTOMS	PREVENTION	FIRST AID/ FIRE FIGHTING
FIRE	Combustible.	NO open flames.	Water spray, foam, powder, carbon dioxide.
EXPLOSION			
EXPOSURE	See EFFECTS OF LONG-TERM OR REPEATED EXPOSURE.	AVOID ALL CONTACT! AVOID EXPOSURE OF (PREGNANT) WOMEN!	
•**INHALATION**		Local exhaust or breathing protection.	Fresh air, rest.
•**SKIN**	MAY BE ABSORBED!	Protective gloves. Protective clothing.	Remove contaminated clothes. Rinse and then wash skin with water and soap.
•**EYES**		Safety goggles or eye protection in combination with breathing protection.	First rinse with plenty of water for several minutes (remove contact lenses if easily possible), then take to a doctor.
•**INGESTION**		Do not eat, drink, or smoke during work.	Induce vomiting (ONLY IN CONSCIOUS PERSONS!). Refer for medical attention.

SPILLAGE DISPOSAL	STORAGE	PACKAGING & LABELLING
Evacuate danger area! Personal protection: complete protective clothing including self-contained breathing apparatus. Do NOT let this chemical enter the environment. Sweep spilled substance into sealable containers; if appropriate, moisten first to prevent dusting. Carefully collect remainder, then remove to safe place.	Separated from strong oxidants.	T symbol N symbol R: 45-46-60-61-43-50/53 S: 53-45-60-61

SEE IMPORTANT INFORMATION ON BACK

ICSC: 0104

Prepared in the context of cooperation between the International Programme on Chemical Safety & the Commission of the European Communities (C) IPCS CEC 1994. No modifications to the International version have been made except to add the OSHA PELs, NIOSH RELs and NIOSH IDLH values.

International Chemical Safety Cards

BENZO(a)PYRENE

ICSC: 0104

IMPORTANT DATA

PHYSICAL STATE; APPEARANCE:
PALE-YELLOW CRYSTALS

PHYSICAL DANGERS:

CHEMICAL DANGERS:
Reacts with strong oxidants causing fire and explosion hazard.

OCCUPATIONAL EXPOSURE LIMITS:
TLV: Exposure by all routes should be carefully controlled to levels as low as possible A2 (suspected human carcinogen); (ACGIH 2005).
MAK:
Carcinogen category: 2; Germ cell mutagen group: 2; (DFG 2005).

ROUTES OF EXPOSURE:
The substance can be absorbed into the body by inhalation of its aerosol, through the skin and by ingestion.

INHALATION RISK:
Evaporation at 20°C is negligible; a harmful concentration of airborne particles can, however, be reached quickly when dispersed.

EFFECTS OF SHORT-TERM EXPOSURE:

EFFECTS OF LONG-TERM OR REPEATED EXPOSURE:
This substance is carcinogenic to humans. May cause heritable genetic damage to human germ cells. Animal tests show that this substance possibly causes toxicity to human reproduction or development.

PHYSICAL PROPERTIES

Boiling point: 496°C
Melting point: 178.1°C
Density: 1.4
g/cm³

Solubility in water: none (<0.1 g/100 ml)
Vapour pressure :
negligible
Octanol/water partition coefficient as log Pow: 6.04

ENVIRONMENTAL DATA

The substance is very toxic to aquatic organisms. Bioaccumulation of this chemical may occur in fish, in plants and in molluscs. The substance may cause long-term effects in the aquatic environment.



NOTES

Do NOT take working clothes home. Benzo(a)pyrene is present as a component of polycyclic aromatic hydrocarbons (PAHs) in the environment, usually resulting from the incomplete combustion or pyrolysis of organic matters, especially fossil fuels and tobacco.

ADDITIONAL INFORMATION

(C) IPCS, CEC, 1994

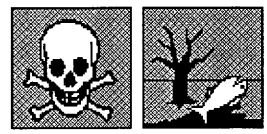
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International Chemical Safety Cards

BENZO(b)FLUORANTHENE

ICSC: 0720

Benz(e)acephenanthrylene
2,3-Benzofluoroanthene
Benzo(e)fluoranthene
3,4-Benzofluoranthene
$C_{20}H_{12}$
Molecular mass: 252.3



ICSC # 0720
CAS # 205-99-2
RTECS # CU1400000
EC # 601-034-00-4
March 25, 1999 Peer reviewed

TYPES OF HAZARD/ EXPOSURE	ACUTE HAZARDS/ SYMPTOMS	PREVENTION	FIRST AID/ FIRE FIGHTING
FIRE			In case of fire in the surroundings: use appropriate extinguishing media.
EXPLOSION			
EXPOSURE		AVOID ALL CONTACT!	
•INHALATION		Local exhaust or breathing protection.	Fresh air, rest.
•SKIN		Protective gloves. Protective clothing.	Remove contaminated clothes. Rinse and then wash skin with water and soap.
•EYES		Safety spectacles or eye protection in combination with breathing protection.	First rinse with plenty of water for several minutes (remove contact lenses if easily possible), then take to a doctor.
•INGESTION		Do not eat, drink, or smoke during work.	Rinse mouth. Refer for medical attention.

SPILLAGE DISPOSAL	STORAGE	PACKAGING & LABELLING
Sweep spilled substance into covered containers; if appropriate, moisten first to prevent dusting. Carefully collect remainder, then remove to safe place. Do NOT let this chemical enter the environment.	Provision to contain effluent from fire extinguishing. Well closed.	T symbol N symbol R: 45-50/53 S: 53-45-60-61

SEE IMPORTANT INFORMATION ON BACK

ICSC: 0720

Prepared in the context of cooperation between the International Programme on Chemical Safety & the Commission of the European Communities (C) IPCS CEC 1994. No modifications to the International version have been made except to add the OSHA PELs, NIOSH RELs and NIOSH IDLH values.

International Chemical Safety Cards

BENZO(b)FLUORANTHENE

ICSC: 0720

I	**PHYSICAL STATE; APPEARANCE:** COLOURLESS CRYSTALS	**ROUTES OF EXPOSURE:** The substance can be absorbed into the body by inhalation

IMPORTANT DATA	**PHYSICAL DANGERS:** **CHEMICAL DANGERS:** Upon heating, toxic fumes are formed. **OCCUPATIONAL EXPOSURE LIMITS:** TLV: A2 (suspected human carcinogen); (ACGIH 2004). MAK: Carcinogen category: 2; (DFG 2004).	of its aerosol and through the skin. **INHALATION RISK:** Evaporation at 20°C is negligible; a harmful concentration of airborne particles can, however, be reached quickly. **EFFECTS OF SHORT-TERM EXPOSURE:** **EFFECTS OF LONG-TERM OR REPEATED EXPOSURE:** This substance is possibly carcinogenic to humans. May cause genetic damage in humans.
PHYSICAL PROPERTIES	Boiling point: 481°C Melting point: 168°C Solubility in water: none	Octanol/water partition coefficient as log Pow: 6.12
ENVIRONMENTAL DATA	This substance may be hazardous to the environment; special attention should be given to air quality and water quality.	

NOTES

Benzo(b)fluoranthene is present as a component of polycyclic aromatic hydrocarbons (PAH) content in the environment usually resulting from the incomplete combustion or pyrolysis of organic matters, especially fossil fuels and tobacco.ACGIH recommends environment containing benzo(b)fluoranthene should be evaluated in terms of the TLV-TWA for coal tar pitch volatile, as benzene soluble 0.2 mg/m^3. Insufficient data are available on the effect of this substance on human health, therefore utmost care must be taken.

ADDITIONAL INFORMATION

ICSC: 0720 **BENZO(b)FLUORANTHENE**

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International Chemical Safety Cards

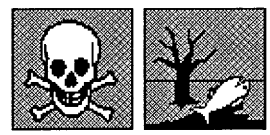
BENZO(k)FLUORANTHENE

ICSC: 0721

UNEP

National Institute for Occupational Safety and Health NIOSH

Dibenzo(b,jk)fluorene
8,9-Benzofluoranthene
11,12-Benzofluoranthene
$C_{20}H_{12}$
Molecular mass: 252.3



ICSC # 0721
CAS # 207-08-9
RTECS # DF6350000
EC # 601-036-00-5
March 25, 1999 Peer reviewed

TYPES OF HAZARD/ EXPOSURE	ACUTE HAZARDS/ SYMPTOMS	PREVENTION	FIRST AID/ FIRE FIGHTING
FIRE			In case of fire in the surroundings: use appropriate extinguishing media.
EXPLOSION			
EXPOSURE		AVOID ALL CONTACT!	
•INHALATION		Local exhaust or breathing protection.	Fresh air, rest.
•SKIN		Protective gloves. Protective clothing.	Remove contaminated clothes. Rinse and then wash skin with water and soap.
•EYES		Safety spectacles or eye protection in combination with breathing protection if powder.	First rinse with plenty of water for several minutes (remove contact lenses if easily possible), then take to a doctor.
•INGESTION		Do not eat, drink, or smoke during work.	Rinse mouth. Refer for medical attention.

SPILLAGE DISPOSAL	STORAGE	PACKAGING & LABELLING
Sweep spilled substance into covered containers; if appropriate, moisten first to prevent dusting. Carefully collect remainder, then remove to safe place. Do NOT let this chemical enter the environment.	Provision to contain effluent from fire extinguishing. Well closed.	T symbol N symbol R: 45-50/53 S: 53-45-60-61

SEE IMPORTANT INFORMATION ON BACK

Prepared in the context of cooperation between the International Programme on Chemical Safety & the Commission of the European Communities (C) IPCS CEC 1994. No modifications to the International version have been made except to add the OSHA PELs, NIOSH RELs and NIOSH IDLH values.

International Chemical Safety Cards

BENZO(k)FLUORANTHENE

ICSC: 0721

I M	**PHYSICAL STATE; APPEARANCE:** YELLOW CRYSTALS	**ROUTES OF EXPOSURE:** The substance can be absorbed into the body by inhalation of its aerosol and through the skin.

P O R T A N T D A T A	**PHYSICAL DANGERS:** **CHEMICAL DANGERS:** Upon heating, toxic fumes are formed. **OCCUPATIONAL EXPOSURE LIMITS:** TLV not established. MAK: Carcinogen category: 2; (DFG 2004). **INHALATION RISK:** Evaporation at 20°C is negligible; a harmful concentration of airborne particles can, however, be reached quickly. **EFFECTS OF SHORT-TERM EXPOSURE:** **EFFECTS OF LONG-TERM OR REPEATED EXPOSURE:** This substance is possibly carcinogenic to humans.
PHYSICAL PROPERTIES	Boiling point: 480°C Melting point: 217°C Solubility in water: none Octanol/water partition coefficient as log Pow: 6.84
ENVIRONMENTAL DATA	This substance may be hazardous to the environment; special attention should be given to air quality and water quality. Bioaccumulation of this chemical may occur in crustacea and in fish. 

NOTES

Benzo(k)fluoranthene is present as a component of polycyclic aromatic hydrocarbons (PAH) content in the environment usually resulting from the incomplete combustion or pyrolysis of organic matters, especially fossil fuels and tobacco.ACGIH recommends environment containing benzo(k)fluoranthene should be evaluated in terms of the TLV-TWA for coal tar pitch volatile, as benzene soluble 0.2 mg/m^3. Insufficient data are available on the effect of this substance on human health, therefore utmost care must be taken.

ADDITIONAL INFORMATION

ICSC: 0721 **BENZO(k)FLUORANTHENE**

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International Chemical Safety Cards

CHRYSENE

ICSC: 1672

Benzoaphenanthrene
1,2-Benzophenanthrene
1,2,5,6-Dibenzonaphthalene
$C_{18}H_{12}$
Molecular mass: 228.3

ICSC # 1672
CAS # 218-01-9
RTECS # GC0700000
UN # 3077
EC # 601-048-00-0
October 12, 2006 Validated



TYPES OF HAZARD/ EXPOSURE	ACUTE HAZARDS/ SYMPTOMS	PREVENTION	FIRST AID/ FIRE FIGHTING
FIRE	Combustible.	NO open flames.	Water spray. Dry powder. Foam. Carbon dioxide.
EXPLOSION	Finely dispersed particles form explosive mixtures in air.	Prevent deposition of dust; closed system, dust explosion-proof electrical equipment and lighting.	
EXPOSURE	See EFFECTS OF LONG-TERM OR REPEATED EXPOSURE.	AVOID ALL CONTACT!	
•INHALATION		Local exhaust or breathing protection.	Fresh air, rest.
•SKIN		Protective gloves. Protective clothing.	Remove contaminated clothes. Rinse and then wash skin with water and soap.
•EYES		Safety goggles	First rinse with plenty of water for several minutes (remove contact lenses if easily possible), then take to a doctor.
•INGESTION		Do not eat, drink, or smoke during work.	Rinse mouth.

SPILLAGE DISPOSAL	STORAGE	PACKAGING & LABELLING
Personal protection: P3 filter respirator for toxic particles. Do NOT let this chemical enter the environment. Sweep spilled substance into sealable containers; if appropriate, moisten first to prevent dusting. Carefully collect remainder, then remove to safe place.	Separated from strong oxidants, Provision to contain effluent from fire extinguishing. Store in an area without drain or sewer access.	T symbol N symbol R: 45-68-50/53 S: 53-45-60-61 UN Hazard Class: 9 UN Packing Group: III Signal: Warning Aqua-Cancer Suspected of causing cancer Very toxic to aquatic life with long lasting effects Very toxic to aquatic life

SEE IMPORTANT INFORMATION ON BACK

Prepared in the context of cooperation between the International Programme on Chemical Safety & the Commission of the European

Communities (C) IPCS CEC 1994. No modifications to the International version have been made except to add the OSHA PELs, NIOSH RELs and NIOSH IDLH values.

International Chemical Safety Cards

CHRYSENE

ICSC: 1672

IMPORTANT DATA		
	PHYSICAL STATE; APPEARANCE: COLOURLESS TO BEIGE CRYSTALS OR POWDER **PHYSICAL DANGERS:** Dust explosion possible if in powder or granular form, mixed with air. **CHEMICAL DANGERS:** The substance decomposes on burning producing toxic fumes Reacts violently with strong oxidants **OCCUPATIONAL EXPOSURE LIMITS:** TLV: A3 (confirmed animal carcinogen with unknown relevance to humans); (ACGIH 2006). MAK not established.	**ROUTES OF EXPOSURE:** The substance can be absorbed into the body by inhalation of its aerosol, through the skin and by ingestion. **INHALATION RISK:** A harmful concentration of airborne particles can be reached quickly when dispersed **EFFECTS OF SHORT-TERM EXPOSURE:** **EFFECTS OF LONG-TERM OR REPEATED EXPOSURE:** This substance is possibly carcinogenic to humans.
PHYSICAL PROPERTIES	Boiling point: 448°C Melting point: 254 - 256°C Density: 1.3 g/cm³	Solubility in water: very poor Octanol/water partition coefficient as log Pow: 5.9
ENVIRONMENTAL DATA	The substance is very toxic to aquatic organisms. Bioaccumulation of this chemical may occur in seafood. It is strongly advised that this substance does not enter the environment. 	

NOTES

Depending on the degree of exposure, periodic medical examination is suggested. Do NOT take working clothes home. This substance does not usually occur as a pure substance but as a component of polyaromatic hydrocarbon (PAH) mixtures. Human population studies have associated PAH's exposure with cancer and cardiovascular diseases.

Transport Emergency Card: TEC (R)-90GM7-III

ADDITIONAL INFORMATION

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International Chemical Safety Cards

INDENO(1,2,3-cd)PYRENE

ICSC: 0730

o-Phenylenepyrene
2,3-Phenylenepyrene
$C_{22}H_{12}$
Molecular mass: 276.3

ICSC # 0730
CAS # 193-39-5
RTECS # NK9300000
March 25, 1999 Peer reviewed

TYPES OF HAZARD/ EXPOSURE	ACUTE HAZARDS/ SYMPTOMS	PREVENTION	FIRST AID/ FIRE FIGHTING
FIRE			In case of fire in the surroundings: use appropriate extinguishing media.
EXPLOSION			
EXPOSURE		AVOID ALL CONTACT!	
•**INHALATION**		Local exhaust or breathing protection.	Fresh air, rest.
•**SKIN**		Protective gloves. Protective clothing.	Remove contaminated clothes. Rinse and then wash skin with water and soap.
•**EYES**		Safety spectacles or eye protection in combination with breathing protection.	First rinse with plenty of water for several minutes (remove contact lenses if easily possible), then take to a doctor.
•**INGESTION**		Do not eat, drink, or smoke during work.	Rinse mouth. Refer for medical attention.

SPILLAGE DISPOSAL	STORAGE	PACKAGING & LABELLING
Sweep spilled substance into covered containers; if appropriate, moisten first to prevent dusting. Carefully collect remainder, then remove to safe place. Do NOT let this chemical enter the environment.	Provision to contain effluent from fire extinguishing. Well closed.	R: S:

SEE IMPORTANT INFORMATION ON BACK

ICSC: 0730

Prepared in the context of cooperation between the International Programme on Chemical Safety & the Commission of the European Communities (C) IPCS CEC 1994. No modifications to the International version have been made except to add the OSHA PELs, NIOSH RELs and NIOSH IDLH values.

International Chemical Safety Cards

INDENO(1,2,3-cd)PYRENE

ICSC: 0730

I **M** **P**	**PHYSICAL STATE; APPEARANCE:** YELLOW CRYSTALS **PHYSICAL DANGERS:**	**ROUTES OF EXPOSURE:** The substance can be absorbed into the body by inhalation of its aerosol and through the skin. **INHALATION RISK:**

O R T A N T D A T A	**CHEMICAL DANGERS:** Upon heating, toxic fumes are formed. **OCCUPATIONAL EXPOSURE LIMITS:** TLV not established. MAK: Carcinogen category: 2; (DFG 2004).	Evaporation at 20°C is negligible; a harmful concentration of airborne particles can, however, be reached quickly. **EFFECTS OF SHORT-TERM EXPOSURE:** **EFFECTS OF LONG-TERM OR REPEATED EXPOSURE:** This substance is possibly carcinogenic to humans.
PHYSICAL PROPERTIES	Boiling point: 536°C Melting point: 164°C Solubility in water: none	Octanol/water partition coefficient as log Pow: 6.58
ENVIRONMENTAL DATA	This substance may be hazardous to the environment; special attention should be given to air quality and water quality. Bioaccumulation of this chemical may occur in fish.	

NOTES

Indeno(1,2,3-cd)pyrene is present as a component of polycyclic aromatic hydrocarbons (PAH) content in the environment usually resulting from the incomplete combustion or pyrolysis of organic matters, especially fossil fuels and tobacco.ACGIH recommends environment containing Indeno(1,2,3-c,d)pyrene should be evaluated in terms of the TLV-TWA for coal tar pitch volatile, as benzene soluble 0.2 mg/m^3. Insufficient data are available on the effect of this substance on human health, therefore utmost care must be taken.

ADDITIONAL INFORMATION

ICSC: 0730 **INDENO(1,2,3-cd)PYRENE**

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ChemCAS

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Search
72-55-9 msds
GO
MSDS 250,000+

MSDS : 2,2-Bis-(4-chlorophenyl)-1,1-dichloroethylene, 99%
CAS : 72-55-9
SYNONYMS : p,p'-DDE ; ethylene,1,1-dichloro-2,2-bis-(p-chlorophenyl)- ; DDT dehydrochloride ; DDE; 1-1'-(Dichloroethenylidene)bis(4-chlorobenzene)

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[2,2-Bis-(4-chlorophenyl)-1,1-dichloroethylene, 99% 72-55-9]

Suppliers:

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Buyers:

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**** SECTION 2 - COMPOSITION, INFORMATION ON INGREDIENTS ****

CAS#	Chemical Name	%	EINECS#
72-55-9	2,2-Bis-(4-chlorophenyl)-1,1-dichloroethylene	99	200-784-6

Hazard Symbols: XN
Risk Phrases: 22 33

**** SECTION 3 - HAZARDS IDENTIFICATION ****

EMERGENCY OVERVIEW
Harmful if swallowed. Danger of cumulative effects.Cancer suspect agent.Possible risks of irreversible effects.

Potential Health Effects
Eye:
May cause eye irritation.
Skin:
May cause skin irritation.
Ingestion:
May cause irritation of the digestive tract. May be harmful if swallowed. Ingestion of large amounts may cause liver and/or kidney damage.
Inhalation:
May cause respiratory tract irritation.
Chronic:
May cause cancer according to animal studies. Adverse reproductive effects have been reported in animals. Laboratory experiments have resulted in mutagenic effects.

**** SECTION 4 - FIRST AID MEASURES ****

Eyes:
Flush eyes with plenty of water for at least 15 minutes, occasionally lifting the upper and lower eyelids. Get medical aid.
Skin:
Get medical aid. Flush skin with plenty of water for at least 15 minutes while removing contaminated clothing and shoes. Wash clothing before reuse.
Ingestion:
If victim is conscious and alert, give 2-4 cupfuls of milk or water. Never give anything by mouth to an unconscious person. Get medical aid immediately.
Inhalation:
Remove from exposure and move to fresh air immediately. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. Get medical aid.
Notes to Physician:
Treat symptomatically and supportively.

**** SECTION 5 - FIRE FIGHTING MEASURES ****

General Information:

As in any fire, wear a self-contained breathing apparatus in pressure-demand, MSHA/NIOSH (approved or equivalent), and full protective gear. Water runoff can cause environmental damage. Dike and collect water used to fight fire. During a fire, irritating and highly toxic gases may be generated by thermal decomposition or combustion. Will burn if involved in a fire.
Extinguishing Media:
For large fires, use water spray, fog or regular foam. For small fires, use dry chemical, carbon dioxide, water spray or regular foam. Cool containers with flooding quantities of water until well after fire is out.

**** SECTION 6 - ACCIDENTAL RELEASE MEASURES ****

General Information: Use proper personal protective equipment as indicated in Section 8.
Spills/Leaks:
Avoid runoff into storm sewers and ditches which lead to waterways. Clean up spills immediately, observing precautions in the Protective Equipment section. Sweep up, then place into a suitable container for disposal. Avoid generating dusty conditions. Provide ventilation.

**** SECTION 7 - HANDLING and STORAGE ****

Handling:
Wash thoroughly after handling. Remove contaminated clothing and wash before reuse. Minimize dust generation and accumulation. Avoid contact with eyes, skin, and clothing. Do not ingest or inhale. Use with adequate ventilation.
Storage:
Keep container closed when not in use. Store in a tightly closed container. Store in a cool, dry, well-ventilated area away from incompatible substances.

**** SECTION 8 - EXPOSURE CONTROLS, PERSONAL PROTECTION ****

Engineering Controls:
Facilities storing or utilizing this material should be equipped with an eyewash facility and a safety shower. Use adequate ventilation to keep airborne concentrations low.
Exposure Limits
CAS# 72-55-9:

Personal Protective Equipment

Eyes:
Wear appropriate protective eyeglasses or chemical safety goggles as described by OSHA's eye and face protection regulations in 29 CFR 1910.133 or European Standard EN166.
Skin:
Wear appropriate protective gloves to prevent skin exposure.
Clothing:
Wear appropriate protective clothing to prevent skin exposure.
Respirators:
A respiratory protection program that meets OSHA's 29 CFR 1910.134 and ANSI Z88.2 requirements or European Standard EN 149 must be followed whenever workplace conditions warrant respirator use.

**** SECTION 9 - PHYSICAL AND CHEMICAL PROPERTIES ****

Physical State: Crystals
Color: white
Odor: None reported.
pH: Not available.
Vapor Pressure: 6.5106 mm Hg @ 20 C
Viscosity: Not available.
Boiling Point: 336 deg C
Freezing/Melting Point: 88.00 - 90.00 deg C
Autoignition Temperature: Not available.
Flash Point: Not available.
Explosion Limits, lower: Not available.
Explosion Limits, upper: Not available.
Decomposition Temperature:
Solubility in water: 0.010 ppm
Specific Gravity/Density:
Molecular Formula: C14H8Cl4
Molecular Weight: 318.02

**** SECTION 10 - STABILITY AND REACTIVITY ****

Chemical Stability:
Stable under normal temperatures and pressures.
Conditions to Avoid:
Incompatible materials, dust generation, strong oxidants.
Incompatibilities with Other Materials:
Strong oxidizing agents - strong bases.
Hazardous Decomposition Products:
Hydrogen chloride, carbon monoxide, carbon dioxide.
Hazardous Polymerization: Has not been reported.

**** SECTION 11 - TOXICOLOGICAL INFORMATION ****

RTECS#:
CAS# 72-55-9: KV9450000
LD50/LC50:
CAS# 72-55-9: Oral, mouse: LD50 = 700 mg/kg; Oral, rat: LD50 = 880 mg/kg.
Carcinogenicity:
2,2-Bis-(4-chlorophenyl)-1,1-dichloroethylene -
California: carcinogen, initial date 1/1/89

Other:
See actual entry in RTECS for complete information.

**** SECTION 12 - ECOLOGICAL INFORMATION ****

Ecotoxicity:
Estimated BCF value = 8,300 based on water solubility. Estimated Koc value = 8,300. There was no movement of DDE reported in soil column mobility experiments.

**** SECTION 13 - DISPOSAL CONSIDERATIONS ****

Dispose of in a manner consistent with federal, state, and local regulations.

**** SECTION 14 - TRANSPORT INFORMATION ****

IATA
Not regulated as a hazardous material.
IMO
Not regulated as a hazardous material.
RID/ADR
Not regulated as a hazardous material.
USA RQ: CAS# 72-55-9: 1 lb final RQ; 0.454 kg final RQ

**** SECTION 15 - REGULATORY INFORMATION ****

European/International Regulations
European Labeling in Accordance with EC Directives
Hazard Symbols: XN
Risk Phrases:
R 22 Harmful if swallowed.
R 33 Danger of cumulative effects.
Safety Phrases:
S 24/25 Avoid contact with skin and eyes.
WGK (Water Danger/Protection)
CAS# 72-55-9: 3
Canada
None of the chemicals in this product are listed on the DSL/NDSL list.
CAS# 72-55-9 is listed on Canada's Ingredient Disclosure List.
US FEDERAL
TSCA
CAS# 72-55-9 is not listed on the TSCA inventory.
It is for research and development use only.

**** SECTION 16 - ADDITIONAL INFORMATION ****

MSDS Creation Date: 9/28/1998 Revision #3 Date: 3/18/2003

The information above is believed to be accurate and represents the best information currently available to us. However, we make no warranty of merchantability or any other warranty, express or implied, with respect to such information, and we assume no liability resulting from its use. Users should make their own investigations to determine the suitability of the information for their particular purposes. In no way shall the company be liable for any claims, losses, or damages of any third party or for lost profits or any special, indirect, incidental, consequential or exemplary damages, howsoever arising, even if the company has been advised of the possibility of such damages.

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NAME	CAS
M-Benzyloxybenzyl Alcohol , 97%	1700-30-7
Octaphenylcyclotetrasiloxane, 98%	546-56-5
Cetylpyridinium chloride	123-03-5
3,4-Difluorophenol, 99%	2713-33-9
1-Benzyl-4-Hydroxypiperidine, 97%	4727-72-4
4-tert-Butylbenzoyl chloride	1710-98-1
Borane-morpholine complex, 97%	4856-95-5
Benzyl Ether, 99%	103-50-4
5-Amino-1-Naphtol (Pract)	83-55-6
Pyridinium-P-Toluenesulfonate 98%	24057-28-1
Pyrogallol Red, 98% (Titr.)	32638-88-3
Amberlite ira 416	9002-26-0
3-Methoxybenzonitrile, 98%	1527-89-5
1-Adamantanemethanol, 99%	770-71-8
Inosine, 99%	58-63-9
Pentafluoropropionic Acid	422-64-0
Pyruvic Acid	127-17-3
Potassium hydrogen fluoride, 99+%	7789-29-9
Aluminum Nitride, 98% Particle Size <10 Micron	24304-00-5
Nickel(II) hydroxide, c.p., 60-61% Ni	12054-48-7
1-Adamantanamine sulfate, 99%	31377-23-8
S-(Thiobenzoyl)-Thioglycolic Acid, 97%	942-91-6
N,N-Dimethyl-P-Nitroaniline	100-23-2
Benzofuroxan	480-96-6
cis-2-Aminomethyl-1-cyclohexanol hydrochloride, 99%	24947-68-0
Silver Phosphate, 98% (Titr.)	7784-09-0

4-Cyano-4-Phenylpiperidine Hydrochloride, 99% (TLC)	51304-58-6
Methanesulfonamide	3144-09-0
gamma-Octanoic lactone, 98%	104-50-7
Cis,cis,cis,cis-1,2,3,4-cyclopentane- tetracarboxylic dianhydride,	4802-47-5
Tetrachloroethylene Carbonate, 98+%	22432-68-4
Oxamic Acid, 98%	471-47-6
10,11-Dihydro-5H-Dibenzo(A,D)-Cycloheptene, 98%	833-48-7
Thallium (I) Sulfate, 99.9+%	7446-18-6
N-(2,6-Dimethylphenylcarbamoyl-Methyl)-Iminodiacetic Acid, 99%	59160-29-1
P-(Dimethylamino)cinnamic Acid, 99%	1552-96-1
Biebrich Scarlet, 99% (UV-VIS)	4196-99-0
4-Chlorobenzenediazonium hexafluoro- phosphate	1582-27-0
Ammonium hexachloroiridate(IV), 99.99%	16940-92-4
Methylamine-d2 deuteriochloride, 98+ atom % D	593-51-1
2,2-Bis-(4-chlorophenyl)-1,1-dichloroethylene, 99%	72-55-9
Nitro red	56431-61-9
Methyl 2,3-dichlorobenzoate, 98+%	2905-54-6
Isopropyl Bromoacetate, 98% (GC)	29921-57-1
1-Iodo-4-Nitrobenzene, 99%	636-98-6
4-Ethylcyclohexanol, 99% cis/trans mixture	4534-74-1
Fluorescamine	38183-12-9
Tris(2,2,6,6-Tetramethyl-3,5-Heptanedionato)Dysprosium(III), 99+%	15522-69-7
3-Amino-2,2,5,5-Tetramethyl-1-Pyrrolidinyloxy, 99% (Titr.)	34272-83-8
3,4-Dihydroxyphenylacetic Acid,98%	102-32-9

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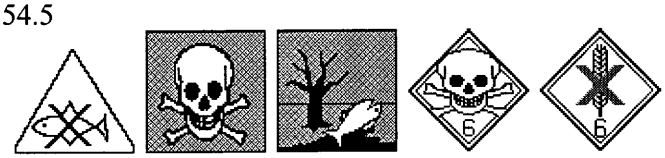
International Chemical Safety Cards

DDT

ICSC: 0034

Dichlorodiphenyltrichloroethane
1,1,1-Trichloro-2,2-bis(p-chlorophenyl)ethane
2,2-bis(p-Chlorophenyl)-1,1,1-trichloroethane
1,1'-(2,2,2-Trichloroethylidene)bis(4-chlorobenzene)
p,p'-DDT
$C_{14}H_9Cl_5$
Molecular mass: 354.5

ICSC # 0034
CAS # 50-29-3
RTECS # KJ3325000
UN # 2761
EC # 602-045-00-7
April 20, 2004 Peer reviewed



TYPES OF HAZARD/ EXPOSURE	ACUTE HAZARDS/ SYMPTOMS	PREVENTION	FIRST AID/ FIRE FIGHTING
FIRE	Combustible. Liquid formulations containing organic solvents may be flammable. Gives off irritating or toxic fumes (or gases) in a fire.	NO open flames.	Powder, water spray, foam, carbon dioxide.
EXPLOSION			
EXPOSURE		PREVENT DISPERSION OF DUST! STRICT HYGIENE! AVOID EXPOSURE OF (PREGNANT) WOMEN!	
•INHALATION	Cough.	Local exhaust or breathing protection.	Fresh air, rest.
•SKIN		Protective gloves.	Remove contaminated clothes. Rinse and then wash skin with water and soap.
•EYES	Redness.	Safety goggles, or eye protection in combination with breathing protection if powder.	First rinse with plenty of water for several minutes (remove contact lenses if easily possible), then take to a doctor.
•INGESTION	Tremors. Diarrhoea. Dizziness. Headache. Vomiting. Numbness. Paresthesias. Hyperexcitability. Convulsions.	Do not eat, drink, or smoke during work. Wash hands before eating.	Rinse mouth. Give a slurry of activated charcoal in water to drink. Rest. Refer for medical attention.

SPILLAGE DISPOSAL	STORAGE	PACKAGING & LABELLING
Do NOT let this chemical enter the environment. Sweep spilled substance into sealable non-metallic containers; if appropriate, moisten first to prevent dusting. Carefully collect remainder, then remove to safe place. Personal protection: P3 filter respirator for toxic particles.	Provision to contain effluent from fire extinguishing. Separated from iron, aluminum and its salts, food and feedstuffs See Chemical Dangers.	Do not transport with food and feedstuffs. Severe marine pollutant. T symbol N symbol R: 25-40-48/25-50/53 S: 1/2-22-36/37-45-60-61 UN Hazard Class: 6.1 UN Packing Group: III

SEE IMPORTANT INFORMATION ON BACK

ICSC: 0034

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International Chemical Safety Cards

DDT

ICSC: 0034

IMPORTANT DATA

PHYSICAL STATE; APPEARANCE:
COLOURLESS CRYSTALS WHITE POWDER.
TECHNICAL PRODUCT IS WAXY SOLID.

PHYSICAL DANGERS:

CHEMICAL DANGERS:
On combustion, forms toxic and corrosive fumesincludinghydrogen chloride. Reacts with aluminium and iron.

OCCUPATIONAL EXPOSURE LIMITS:
TLV: 1 mg/m³ as TWA A3 (ACGIH 2004).
MAK: 1 mg/m³ H
Peak limitation category: II(8)
(DFG 2003).
OSHA PEL: TWA 1 mg/m³ skin
NIOSH REL: Ca TWA 0.5 mg/m³ See Appendix A
NIOSH IDLH: Ca 500 mg/m³ See: 50293

ROUTES OF EXPOSURE:
The substance can be absorbed into the body by ingestion.

INHALATION RISK:
Evaporation at 20°C is negligible; a harmful concentration of airborne particles can, however, be reached quickly especially if powdered.

EFFECTS OF SHORT-TERM EXPOSURE:
May cause mechanical irritation. The substance may cause effects on the central nervous system , resulting in convulsions and respiratory depression Exposure at high levels may result in death. Medical observation is indicated.

EFFECTS OF LONG-TERM OR REPEATED EXPOSURE:
The substance may have effects on the central nervous system and liver. This substance is possibly carcinogenic to humans. Animal tests show that this substance possibly causes toxicity to human reproduction or development.

PHYSICAL PROPERTIES

Boiling point: 260°C
Melting point: 109°C
Density: 1.6
g/cm3

Solubility in water: poor
Octanol/water partition coefficient as log Pow: 6.36

ENVIRONMENTAL DATA

The substance is very toxic to aquatic organisms. This substance may be hazardous to the environment; special attention should be given to birds. Bioaccumulation of this chemical may occur along the food chain, for example in milk and aquatic organisms. This substance does enter the environment under normal use. Great care, however, should be given to avoid any additional release, e.g. through inappropriate disposal.



NOTES

Depending on the degree of exposure, periodic medical examination is indicated. Carrier solvents used in commercial formulations may change physical and toxicological properties. Do NOT take working clothes home. Consult national legislation. Agritan, Azotox, Anofex, Ixodex, Gesapon, Gesarex, Gesarol, Guesapon, Clofenotane, Zeidane, Dicophane, Neocid are trade names.

Transport Emergency Card: TEC (R)-61GT7-III

ADDITIONAL INFORMATION

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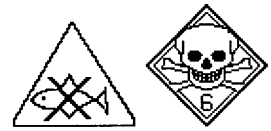
International Chemical Safety Cards

DIELDRIN

ICSC: 0787

1,2,3,4,10,10-Hexachloro-6,7-epoxy-1,4,4a,5,6,7,8,8a-octahydro-endo-1,4-exo- 5,8-dimethanonaphthalene
3,4,5,6,9,9-Hexachloro-1a,2,2a,3,6,6a,7,7a-octahydro-, (1aalpha,2ß,2aalpha,3ß,6ß,6aalpha,7ß,7aalpha)-2,73,6-dimethanonaphth(2,3-b)oxirene
HEOD
$C_{12}H_8Cl_6O$
Molecular mass: 380.9

ICSC # 0787
CAS # 60-57-1
RTECS # IO1750000
UN # 2761
EC # 602-049-00-9
March 26, 1998 Validated



TYPES OF HAZARD/ EXPOSURE	ACUTE HAZARDS/ SYMPTOMS	PREVENTION	FIRST AID/ FIRE FIGHTING
FIRE	Not combustible. Liquid formulations containing organic solvents may be flammable. Gives off irritating or toxic fumes (or gases) in a fire.		In case of fire in the surroundings: all extinguishing agents allowed.
EXPLOSION			
EXPOSURE		PREVENT DISPERSION OF DUST! STRICT HYGIENE! AVOID EXPOSURE OF ADOLESCENTS AND CHILDREN!	
•INHALATION	(See Ingestion).	Ventilation (not if powder).	Fresh air, rest. Refer for medical attention.
•SKIN	MAY BE ABSORBED! See Ingestion.	Protective gloves. Protective clothing.	Remove contaminated clothes. Rinse and then wash skin with water and soap. Refer for medical attention.
•EYES		Safety goggles, or face shield.	First rinse with plenty of water for several minutes (remove contact lenses if easily possible), then take to a doctor.
•INGESTION	Convulsions. Dizziness. Headache. Nausea. Vomiting. Muscle twitching.	Do not eat, drink, or smoke during work. Wash hands before eating.	Give a slurry of activated charcoal in water to drink. Do NOT induce vomiting. Rest. Refer for medical attention.

SPILLAGE DISPOSAL	STORAGE	PACKAGING & LABELLING
Do NOT wash away into sewer. Sweep spilled substance into sealable containers; if appropriate, moisten first to prevent dusting. Carefully collect remainder, then remove to safe place. (Extra personal protection: chemical protection suit including self-contained breathing apparatus).	Provision to contain effluent from fire extinguishing. Separated from food and feedstuffs and incompatible materials: See Chemical Dangers. Well closed. Keep in a well-ventilated room. Store in an area without drain or sewer access.	Do not transport with food and feedstuffs. Severe marine pollutant. T+ symbol N symbol R: 25-27-40-48/25-50/53 S: 1/2-22-36/37-45-60-61 UN Hazard Class: 6.1 UN Packing Group: II

SEE IMPORTANT INFORMATION ON BACK

ICSC: 0787

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International Chemical Safety Cards

DIELDRIN

ICSC: 0787

IMPORTANT DATA	**PHYSICAL STATE; APPEARANCE:** COLOURLESS CRYSTALS **PHYSICAL DANGERS:** **CHEMICAL DANGERS:** The substance decomposes on heating producing toxic fumes including hydrogen chloride. Reacts with oxidants and acids. Attacks metal due to the slow formation of hydrogen chloride in storage. **OCCUPATIONAL EXPOSURE LIMITS:** TLV (as TWA): 0.25 mg/m³, A4 (skin) (ACGIH 1997). MAK: (Inhalable fraction) 0.25 mg/m³ : Peak limitation category: II(8) skin absorption (H); (DFG 2007). OSHA PEL: TWA 0.25 mg/m^3 skin NIOSH REL: Ca TWA 0.25 mg/m^3 skin See Appendix A NIOSH IDLH: Ca 50 mg/m^3 See: 60571 **ROUTES OF EXPOSURE:** The substance can be absorbed into the body through the skin and by ingestion. **INHALATION RISK:** Evaporation at 20°C is negligible; a harmful concentration of airborne particles can, however, be reached quickly on spraying. **EFFECTS OF SHORT-TERM EXPOSURE:** The substance may cause effects on the central nervous system , resulting in convulsions. Medical observation is indicated. **EFFECTS OF LONG-TERM OR REPEATED EXPOSURE:** The substance accumulates in the human body. Cumulative effects are possible: see Acute Hazards/Symptoms.
PHYSICAL PROPERTIES	Melting point: 175-176°C Density: 1.7 g/cm³ Solubility in water: none Vapour pressure, Pa at 20°C: 0.0004 Octanol/water partition coefficient as log Pow: 6.2
ENVIRONMENTAL DATA	The substance is very toxic to aquatic organisms. This substance may be hazardous to the environment; special attention should be given to honey bees, birds. In the food chain important to humans, bioaccumulation takes place, specifically in aquatic organisms. It is strongly advised not to let the chemical enter into the environment because it persists in the environment. The substance may cause long-term effects in the aquatic environment. Avoid release to the environment in circumstances different to normal use. 

NOTES

Depending on the degree of exposure, periodic medical examination is indicated. If the substance is formulated with solvent(s) also consult the card(s) (ICSC) of the solvent(s). Carrier solvents used in commercial formulations may change physical and toxicological properties. Do NOT take working clothes home. Alvit, Dieldrex, Dieldrite, Illoxol, Octalox, Panoram, and Quintox are trade names. Also consult ICSC #0774, Aldrin.

Transport Emergency Card: TEC (R)-61G41b.

Card has been partially updated in August 2007: see Storage, Occupational Exposure Limits.

ADDITIONAL INFORMATION

(C) IPCS, CEC, 1994

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International Chemical Safety Cards

CHROMIUM

ICSC: 0029

Chrome
Cr
Atomic mass: 52.0
(powder)

ICSC # 0029
CAS # 7440-47-3
RTECS # GB4200000
October 27, 2004 Peer reviewed

TYPES OF HAZARD/ EXPOSURE	ACUTE HAZARDS/ SYMPTOMS	PREVENTION	FIRST AID/ FIRE FIGHTING
FIRE	Combustible under specific conditions.	No open flames if in powder form.	In case of fire in the surroundings: use appropriate extinguishing media.
EXPLOSION		Prevent deposition of dust; closed system, dust explosion-proof electrical equipment and lighting.	
EXPOSURE		PREVENT DISPERSION OF DUST!	
•**INHALATION**	Cough.	Local exhaust or breathing protection.	Fresh air, rest.
•**SKIN**		Protective gloves.	Remove contaminated clothes. Rinse skin with plenty of water or shower.
•**EYES**	Redness.	Safety goggles.	First rinse with plenty of water for several minutes (remove contact lenses if easily possible), then take to a doctor.
•**INGESTION**		Do not eat, drink, or smoke during work.	Rinse mouth.

SPILLAGE DISPOSAL	STORAGE	PACKAGING & LABELLING
Sweep spilled substance into containers; if appropriate, moisten first to prevent dusting. Personal protection: P2 filter respirator for harmful particles.		R: S:

SEE IMPORTANT INFORMATION ON BACK

ICSC: 0029

Prepared in the context of cooperation between the International Programme on Chemical Safety & the Commission of the European Communities (C) IPCS CEC 1994. No modifications to the International version have been made except to add the OSHA PELs, NIOSH RELs and NIOSH IDLH values.

International Chemical Safety Cards

CHROMIUM

ICSC: 0029

I
M
P

PHYSICAL STATE; APPEARANCE:
GREY POWDER

PHYSICAL DANGERS:
Dust explosion possible if in powder or granular form, mixed with air.

ROUTES OF EXPOSURE:

INHALATION RISK:
A harmful concentration of airborne particles can be reached quickly when dispersed.

IMPORTANT DATA	**CHEMICAL DANGERS:** Chromium is a catalytic substance and may cause reaction in contact with many organic and inorganic substances , causing fire and explosion hazard. **OCCUPATIONAL EXPOSURE LIMITS:** TLV: (as Cr metal, Cr(III) compounds) 0.5 mg/m³ as TWA A4 (ACGIH 2004). MAK not established. OSHA PEL*: TWA 1 mg/m³ See Appendix C *Note: The PEL also applies to insoluble chromium salts. NIOSH REL: TWA 0.5 mg/m³ See Appendix C NIOSH IDLH: 250 mg/m³ (as Cr) See: 7440473 **EFFECTS OF SHORT-TERM EXPOSURE:** May cause mechanical irritation tothe eyesandthe respiratory tract. **EFFECTS OF LONG-TERM OR REPEATED EXPOSURE:**
PHYSICAL PROPERTIES	Boiling point: 2642°C Melting point: 1900°C Density: 7.15 g/cm³ Solubility in water: none
ENVIRONMENTAL DATA	

NOTES

The surface of the chromium particles is oxidized to chromium(III)oxide in air. See ICSC 1531 Chromium(III) oxide.

ADDITIONAL INFORMATION

ICSC: 0029 **CHROMIUM**

(C) IPCS, CEC, 1994

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International Chemical Safety Cards

COPPER

ICSC: 0240

Cu
(powder)

ICSC # 0240
CAS # 7440-50-8
RTECS # GL5325000
September 24, 1993 Validated

TYPES OF HAZARD/ EXPOSURE	ACUTE HAZARDS/ SYMPTOMS	PREVENTION	FIRST AID/ FIRE FIGHTING
FIRE	Combustible.	NO open flames.	Special powder, dry sand, NO other agents.
EXPLOSION			
EXPOSURE		PREVENT DISPERSION OF DUST!	
•INHALATION	Cough. Headache. Shortness of breath. Sore throat.	Local exhaust or breathing protection.	Fresh air, rest. Refer for medical attention.
•SKIN	Redness.	Protective gloves.	Remove contaminated clothes. Rinse and then wash skin with water and soap.
•EYES	Redness. Pain.	Safety goggles.	First rinse with plenty of water for several minutes (remove contact lenses if easily possible), then take to a doctor.
•INGESTION	Abdominal pain. Nausea. Vomiting.	Do not eat, drink, or smoke during work.	Rinse mouth. Refer for medical attention.

SPILLAGE DISPOSAL	STORAGE	PACKAGING & LABELLING
Sweep spilled substance into containers. Carefully collect remainder. Then remove to safe place. (Extra personal protection: P2 filter respirator for harmful particles).	Separated from - See Chemical Dangers.	R: S:

SEE IMPORTANT INFORMATION ON BACK

ICSC: 0240

Prepared in the context of cooperation between the International Programme on Chemical Safety & the Commission of the European Communities (C) IPCS CEC 1994. No modifications to the International version have been made except to add the OSHA PELs, NIOSH RELs and NIOSH IDLH values.

International Chemical Safety Cards

COPPER

ICSC: 0240

I
M
P

PHYSICAL STATE; APPEARANCE:
RED POWDER, TURNS GREEN ON EXPOSURE TO MOIST AIR.

PHYSICAL DANGERS:

CHEMICAL DANGERS:

ROUTES OF EXPOSURE:
The substance can be absorbed into the body by inhalation and by ingestion.

INHALATION RISK:
Evaporation at 20°C is negligible; a harmful concentration of airborne particles can, however, be reached quickly when dispersed.

O **R** **T** **A** **N** **T** **D** **A** **T** **A**	Shock-sensitive compounds are formed with acetylenic compounds, ethylene oxides and azides. Reacts with strong oxidants like chlorates, bromates and iodates, causing explosion hazard. **OCCUPATIONAL EXPOSURE LIMITS:** TLV: 0.2 mg/m³ fume (ACGIH 1992-1993). TLV (as Cu, dusts & mists): 1 mg/m³ (ACGIH 1992-1993). Intended change 0.1 mg/m³ Inhal., A4 (not classifiable as a human carcinogen); MAK: 0.1 mg/m³ (Inhalable fraction) Peak limitation category: II(2) Pregnancy risk group: D (DFG 2005). OSHA PEL*: TWA 1 mg/m^3 *Note: The PEL also applies to other copper compounds (as Cu) except copper fume. NIOSH REL*: TWA 1 mg/m^3 *Note: The REL also applies to other copper compounds (as Cu) except Copper fume. NIOSH IDLH: 100 mg/m^3 (as Cu) See: 7440508	**EFFECTS OF SHORT-TERM EXPOSURE:** Inhalation of fumes may cause metal fume fever. See Notes. **EFFECTS OF LONG-TERM OR REPEATED EXPOSURE:** Repeated or prolonged contact may cause skin sensitization.

PHYSICAL PROPERTIES	Boiling point: 2595°C Melting point: 1083°C Relative density (water = 1): 8.9	Solubility in water: none
ENVIRONMENTAL DATA		

NOTES

The symptoms of metal fume fever do not become manifest until several hours.

ADDITIONAL INFORMATION

ICSC: 0240 **COPPER**

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International Chemical Safety Cards

LEAD

ICSC: 0052

UNEP

National Institute for Occupational Safety and Health NIOSH

Lead metal
Plumbum
Pb
Atomic mass: 207.2
(powder)

ICSC # 0052
CAS # 7439-92-1
RTECS # OF7525000
October 08, 2002 Peer reviewed

TYPES OF HAZARD/ EXPOSURE	ACUTE HAZARDS/ SYMPTOMS	PREVENTION	FIRST AID/ FIRE FIGHTING
FIRE	Not combustible. Gives off irritating or toxic fumes (or gases) in a fire.		In case of fire in the surroundings: use appropriate extinguishing media.
EXPLOSION	Finely dispersed particles form explosive mixtures in air.	Prevent deposition of dust; closed system, dust explosion-proof electrical equipment and lighting.	
EXPOSURE	See EFFECTS OF LONG-TERM OR REPEATED EXPOSURE.	PREVENT DISPERSION OF DUST! AVOID EXPOSURE OF (PREGNANT) WOMEN!	
•**INHALATION**		Local exhaust or breathing protection.	Fresh air, rest.
•**SKIN**		Protective gloves.	Remove contaminated clothes. Rinse and then wash skin with water and soap.
•**EYES**		Safety spectacles.	First rinse with plenty of water for several minutes (remove contact lenses if easily possible), then take to a doctor.
•**INGESTION**	Abdominal pain. Nausea. Vomiting.	Do not eat, drink, or smoke during work. Wash hands before eating.	Rinse mouth. Give plenty of water to drink. Refer for medical attention.

SPILLAGE DISPOSAL	STORAGE	PACKAGING & LABELLING
Sweep spilled substance into containers; if appropriate, moisten first to prevent dusting. Carefully collect remainder, then remove to safe place. Do NOT let this chemical enter the environment. Personal protection: P3 filter respirator for toxic particles.	Separated from food and feedstuffs incompatible materials See Chemical Dangers.	R: S:

SEE IMPORTANT INFORMATION ON BACK

ICSC: 0052

Prepared in the context of cooperation between the International Programme on Chemical Safety & the Commission of the European Communities (C) IPCS CEC 1994. No modifications to the International version have been made except to add the OSHA PELs, NIOSH RELs and NIOSH IDLH values.

International Chemical Safety Cards

LEAD

ICSC: 0052

I M P O R T A N T D A T A

PHYSICAL STATE; APPEARANCE:
BLUISH-WHITE OR SILVERY-GREY SOLID IN VARIOUS FORMS. TURNS TARNISHED ON EXPOSURE TO AIR.

PHYSICAL DANGERS:
Dust explosion possible if in powder or granular form, mixed with air.

CHEMICAL DANGERS:
On heating, toxic fumes are formed. Reacts with oxidants. Reacts with hot concentrated nitric acid, boiling concentrated hydrochloric acid and sulfuric acid. Attacked by pure water and by weak organic acids in the presence of oxygen.

OCCUPATIONAL EXPOSURE LIMITS:
TLV: 0.05 mg/m³ A3 (confirmed animal carcinogen with unknown relevance to humans); BEI issued (ACGIH 2004).
MAK:
Carcinogen category: 3B; Germ cell mutagen group: 3A; (DFG 2004).
EU OEL: as TWA 0.15 mg/m³ (EU 2002).
OSHA PEL*: 1910.1025 TWA 0.050 mg/m^3 See Appendix C *Note: The PEL also applies to other lead compounds (as Pb) -- see Appendix C.
NIOSH REL*: TWA 0.050 mg/m^3 See Appendix C *Note: The REL also applies to other lead compounds (as Pb) -- see Appendix C.
NIOSH IDLH: 100 mg/m^3 (as Pb) See: 7439921

ROUTES OF EXPOSURE:
The substance can be absorbed into the body by inhalation and by ingestion.

INHALATION RISK:
A harmful concentration of airborne particles can be reached quickly when dispersed, especially if powdered.

EFFECTS OF SHORT-TERM EXPOSURE:

EFFECTS OF LONG-TERM OR REPEATED EXPOSURE:
The substance may have effects on the blood bone marrow central nervous system peripheral nervous system kidneys , resulting in anaemia, encephalopathy (e.g., convulsions), peripheral nerve disease, abdominal cramps and kidney impairment. Causes toxicity to human reproduction or development.

PHYSICAL PROPERTIES		
	Boiling point: 1740°C	Density: 11.34 g/cm3
	Melting point: 327.5°C	Solubility in water: none

ENVIRONMENTAL DATA	
	Bioaccumulation of this chemical may occur in plants and in mammals. It is strongly advised that this substance does not enter the environment. 

NOTES

Depending on the degree of exposure, periodic medical examination is suggested. Do NOT take working clothes home.

Transport Emergency Card: TEC (R)-51S1872

ADDITIONAL INFORMATION

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International Chemical Safety Cards

MERCURY

ICSC: 0056

Quicksilver
Liquid silver
Hg
Atomic mass: 200.6

ICSC # 0056
CAS # 7439-97-6
RTECS # OV4550000
UN # 2809
EC # 080-001-00-0
April 22, 2004 Peer reviewed



TYPES OF HAZARD/ EXPOSURE	ACUTE HAZARDS/ SYMPTOMS	PREVENTION	FIRST AID/ FIRE FIGHTING
FIRE	Not combustible. Gives off irritating or toxic fumes (or gases) in a fire.		In case of fire in the surroundings: use appropriate extinguishing media.
EXPLOSION	Risk of fire and explosion.		In case of fire: keep drums, etc., cool by spraying with water.
EXPOSURE		STRICT HYGIENE! AVOID EXPOSURE OF (PREGNANT) WOMEN! AVOID EXPOSURE OF ADOLESCENTS AND CHILDREN!	IN ALL CASES CONSULT A DOCTOR!
•INHALATION	Abdominal pain. Cough. Diarrhoea. Shortness of breath. Vomiting. Fever or elevated body temperature.	Local exhaust or breathing protection.	Fresh air, rest. Artificial respiration if indicated. Refer for medical attention.
•SKIN	MAY BE ABSORBED! Redness.	Protective gloves. Protective clothing.	Remove contaminated clothes. Rinse and then wash skin with water and soap. Refer for medical attention.
•EYES		Face shield, or eye protection in combination with breathing protection.	First rinse with plenty of water for several minutes (remove contact lenses if easily possible), then take to a doctor.
•INGESTION		Do not eat, drink, or smoke during work. Wash hands before eating.	Refer for medical attention.

SPILLAGE DISPOSAL	STORAGE	PACKAGING & LABELLING
Evacuate danger area in case of a large spill! Consult an expert! Ventilation. Collect leaking and spilled liquid in sealable non-metallic containers as far as possible. Do NOT wash away into sewer. Do NOT let this chemical enter the environment. Chemical protection suit including self-contained breathing apparatus.	Provision to contain effluent from fire extinguishing. Separated from food and feedstuffs Well closed.	Special material. Do not transport with food and feedstuffs. T symbol N symbol R: 23-33-50/53 S: 1/2-7-45-60-61 UN Hazard Class: 8 UN Packing Group: III

SEE IMPORTANT INFORMATION ON BACK

ICSC: 0056

Prepared in the context of cooperation between the International Programme on Chemical Safety & the Commission of the European Communities (C) IPCS CEC 1994. No modifications to the International version have been made except to add the OSHA PELs, NIOSH RELs and NIOSH IDLH values.

International Chemical Safety Cards

MERCURY

ICSC: 0056

IMPORTANT DATA	**PHYSICAL STATE; APPEARANCE:** ODOURLESS, HEAVY AND MOBILE SILVERY LIQUID METAL. **PHYSICAL DANGERS:** **CHEMICAL DANGERS:** Upon heating, toxic fumes are formed. Reacts violently with ammonia and halogens causing fire and explosion hazard. Attacks aluminium and many other metals forming amalgams. **OCCUPATIONAL EXPOSURE LIMITS:** TLV: 0.025 mg/m³ as TWA (skin) A4 BEI issued (ACGIH 2004). MAK: 0.1 mg/m³ Sh Peak limitation category: II(8) Carcinogen category: 3B (DFG 2003). OSHA PEL‡: C 0.1 mg/m³ NIOSH REL: Hg Vapor: TWA 0.05 mg/m³ skin Other: C 0.1 mg/m³ skin NIOSH IDLH: 10 mg/m³ (as Hg) See: 7439976 **ROUTES OF EXPOSURE:** The substance can be absorbed into the body by inhalation of its vapour and through the skin , also as a vapour! **INHALATION RISK:** A harmful contamination of the air can be reached very quickly on evaporation of this substance at 20°C. **EFFECTS OF SHORT-TERM EXPOSURE:** The substance is irritating to the skin. Inhalation of the vapours may cause pneumonitis. The substance may cause effects on the central nervous systemandkidneys. The effects may be delayed. Medical observation is indicated. **EFFECTS OF LONG-TERM OR REPEATED EXPOSURE:** The substance may have effects on the central nervous system kidneys , resulting in irritability, emotional instability, tremor, mental and memory disturbances, speech disorders. Danger of cumulative effects. Animal tests show that this substance possibly causes toxic effects upon human reproduction.
PHYSICAL PROPERTIES	Boiling point: 357°C Melting point: -39°C Relative density (water = 1): 13.5 Solubility in water: none Vapour pressure, Pa at 20°C: 0.26 Relative vapour density (air = 1): 6.93 Relative density of the vapour/air-mixture at 20°C (air = 1): 1.009
ENVIRONMENTAL DATA	The substance is very toxic to aquatic organisms. In the food chain important to humans, bioaccumulation takes place, specifically in fish. 

NOTES

Depending on the degree of exposure, periodic medical examination is indicated. No odour warning if toxic concentrations are present. Do NOT take working clothes home.

Transport Emergency Card: TEC (R)-80GC9-II+III

ADDITIONAL INFORMATION

ICSC: 0056 **MERCURY**

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International Chemical Safety Cards

NICKEL

ICSC: 0062

UNEP

National Institute for Occupational Safety and Health NIOSH

Ni
Atomic mass: 58.7
(powder)

ICSC # 0062
CAS # 7440-02-0
RTECS # QR5950000
EC # 028-002-00-7
October 17, 2001 Peer reviewed

TYPES OF HAZARD/ EXPOSURE	ACUTE HAZARDS/ SYMPTOMS	PREVENTION	FIRST AID/ FIRE FIGHTING
FIRE	Flammable as dust. Toxic fumes may be released in a fire.		Dry sand. NO carbon dioxide. NO water.
EXPLOSION	Finely dispersed particles form explosive mixtures in air.	Prevent deposition of dust; closed system, dust explosion-proof electrical equipment and lighting.	
EXPOSURE		PREVENT DISPERSION OF DUST! AVOID ALL CONTACT!	
•**INHALATION**	Cough. Shortness of breath.	Local exhaust or breathing protection.	Fresh air, rest.
•**SKIN**		Protective gloves. Protective clothing.	Remove contaminated clothes. Rinse and then wash skin with water and soap.
•**EYES**		Safety spectacles, or eye protection in combination with breathing protection.	First rinse with plenty of water for several minutes (remove contact lenses if easily possible), then take to a doctor.
•**INGESTION**		Do not eat, drink, or smoke during work.	Rinse mouth.

SPILLAGE DISPOSAL	STORAGE	PACKAGING & LABELLING
Vacuum spilled material. Carefully collect remainder, then remove to safe place. Personal protection: P2 filter respirator for harmful particles.	Separated from strong acids.	Xn symbol R: 40-43 S: 2-22-36

SEE IMPORTANT INFORMATION ON BACK

ICSC: 0062

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International Chemical Safety Cards

NICKEL

ICSC: 0062

I

PHYSICAL STATE; APPEARANCE:
SILVERY METALLIC SOLID IN VARIOUS FORMS.

PHYSICAL DANGERS:

ROUTES OF EXPOSURE:
The substance can be absorbed into the body by inhalation of the dust.

IMPORTANT DATA	Dust explosion possible if in powder or granular form, mixed with air. **CHEMICAL DANGERS:** Reacts violently, in powder form, with titanium powder and potassium perchlorate, and oxidants such as ammonium nitrate, causing fire and explosion hazard. Reacts slowly with non-oxidizing acids and more rapidly with oxidizing acids. Toxic gases and vapours (such as nickel carbonyl) may be released in a fire involving nickel. **OCCUPATIONAL EXPOSURE LIMITS:** TLV: (Inhalable fraction) 1.5 mg/m³ as TWA A5 (not suspected as a human carcinogen); (ACGIH 2004). MAK: (Inhalable fraction) sensitization of respiratory tract and skin (Sah); Carcinogen category: 1; (DFG 2004). OSHA PEL*†: TWA 1 mg/m³ *Note: The PEL does not apply to Nickel carbonyl. NIOSH REL*: Ca TWA 0.015 mg/m³ See Appendix A *Note: The REL does not apply to Nickel carbonyl. NIOSH IDLH: Ca 10 mg/m³ (as Ni) See: 7440020	**INHALATION RISK:** Evaporation at 20°C is negligible; a harmful concentration of airborne particles can, however, be reached quickly when dispersed. **EFFECTS OF SHORT-TERM EXPOSURE:** May cause mechanical irritation. Inhalation of fumes may cause pneumonitis. **EFFECTS OF LONG-TERM OR REPEATED EXPOSURE:** Repeated or prolonged contact may cause skin sensitization. Repeated or prolonged inhalation exposure may cause asthma. Lungs may be affected by repeated or prolonged exposure. This substance is possibly carcinogenic to humans.
PHYSICAL PROPERTIES	Boiling point: 2730°C Melting point: 1455°C Density: 8.9 g/cm3	Solubility in water: none
ENVIRONMENTAL DATA		

NOTES

At high temperatures, nickel oxide fumes will be formed. Depending on the degree of exposure, periodic medical examination is suggested. The symptoms of asthma often do not become manifest until a few hours have passed and they are aggravated by physical effort. Rest and medical observation are therefore essential. Anyone who has shown symptoms of asthma due to this substance should avoid all further contact with this substance.

ADDITIONAL INFORMATION

ICSC: 0062 **NICKEL**

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International Chemical Safety Cards

ZINC POWDER

ICSC: 1205

Blue powder
Merrillite
Zn
Atomic mass: 65.4
(powder)

ICSC # 1205
CAS # 7440-66-6
RTECS # ZG8600000
UN # 1436 (zinc powder or dust)
EC # 030-001-00-1
October 24, 1994 Peer reviewed



TYPES OF HAZARD/ EXPOSURE	ACUTE HAZARDS/ SYMPTOMS	PREVENTION	FIRST AID/ FIRE FIGHTING
FIRE	Highly flammable. Many reactions may cause fire or explosion. Gives off irritating or toxic fumes (or gases) in a fire.	NO open flames, NO sparks, and NO smoking. NO contact with acid(s), base (s) and incompatible substances (see Chemical Dangers).	Special powder, dry sand, NO other agents. NO water.
EXPLOSION	Risk of fire and explosion on contact with acid(s), base(s), water and incompatible substances.	Closed system, ventilation, explosion-proof electrical equipment and lighting. Prevent build-up of electrostatic charges (e.g., by grounding). Prevent deposition of dust.	In case of fire: cool drums, etc., by spraying with water but avoid contact of the substance with water.
EXPOSURE		PREVENT DISPERSION OF DUST! STRICT HYGIENE!	
•**INHALATION**	Metallic taste and metal fume fever. Symptoms may be delayed (see Notes).	Local exhaust.	Fresh air, rest. Refer for medical attention.
•**SKIN**	Dry skin.	Protective gloves.	Rinse and then wash skin with water and soap.
•**EYES**		Safety spectacles.	First rinse with plenty of water for several minutes (remove contact lenses if easily possible), then take to a doctor.
•**INGESTION**	Abdominal pain. Nausea. Vomiting.	Do not eat, drink, or smoke during work. Wash hands before eating.	Rinse mouth. Refer for medical attention.

SPILLAGE DISPOSAL	STORAGE	PACKAGING & LABELLING
Extinguish or remove all ignition sources. Do NOT wash away into sewer. Sweep spilled substance into containers. then remove to safe place. Personal protection: self-contained breathing apparatus.	Fireproof. Separated from acids, bases oxidants Dry.	Airtight. F symbol N symbol R: 15-17-50/53 S: 2-7/8-43-46-60-61 UN Hazard Class: 4.3 UN Subsidiary Risks: 4.2

SEE IMPORTANT INFORMATION ON BACK

ICSC: 1205

Prepared in the context of cooperation between the International Programme on Chemical Safety & the Commission of the European Communities (C) IPCS CEC 1994. No modifications to the International version have been made except to add the OSHA PELs, NIOSH RELs and NIOSH IDLH values.

International Chemical Safety Cards

ZINC POWDER

ICSC: 1205

I M P O R T A N T D A T A	**PHYSICAL STATE; APPEARANCE:** ODOURLESS GREY TO BLUE POWDER. **PHYSICAL DANGERS:** Dust explosion possible if in powder or granular form, mixed with air. If dry, it can be charged electrostatically by swirling, pneumatic transport, pouring, etc. **CHEMICAL DANGERS:** Upon heating, toxic fumes are formed. The substance is a strong reducing agent and reacts violently with oxidants. Reacts with water and reacts violently with acids and bases forming flammable/explosive gas (hydrogen - see ICSC0001) Reacts violently with sulfur, halogenated hydrocarbons and many other substances causing fire and explosion hazard. **OCCUPATIONAL EXPOSURE LIMITS:** TLV not established. **ROUTES OF EXPOSURE:** The substance can be absorbed into the body by inhalation and by ingestion. **INHALATION RISK:** Evaporation at 20°C is negligible; a harmful concentration of airborne particles can, however, be reached quickly when dispersed. **EFFECTS OF SHORT-TERM EXPOSURE:** Inhalation of fumes may cause metal fume fever. The effects may be delayed. **EFFECTS OF LONG-TERM OR REPEATED EXPOSURE:** Repeated or prolonged contact with skin may cause dermatitis.
PHYSICAL PROPERTIES	Boiling point: 907°C Melting point: 419°C Relative density (water = 1): 7.14 Solubility in water: reaction Vapour pressure, kPa at 487°C: 0.1 Auto-ignition temperature: 460°C
ENVIRONMENTAL DATA	

NOTES

Zinc may contain trace amounts of arsenic, when forming hydrogen, may also form toxic gas arsine (see ICSC 0001 and ICSC 0222). Reacts violently with fire extinguishing agents such as water, halons, foam and carbon dioxide. The symptoms of metal fume fever do not become manifest until several hours later. Rinse contaminated clothes (fire hazard) with plenty of water.

Transport Emergency Card: TEC (R)-43GWS-II+III
NFPA Code: H0; F1; R1;

ADDITIONAL INFORMATION

ICSC: 1205 **ZINC POWDER**

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APPENDIX D

HOSPITAL INFORMATION AND MAP

FIELD ACCIDENT REPORT

FIELD ACCIDENT REPORT

This report is to be filled out by the designated Site Safety Officer after EVERY accident.

PROJECT NAME _____ PROJECT. NO._____

Date of Accident _____ Time _____ Report By _____

Type of Accident (Check One):

( ) Vehicular ( ) Personal ( ) Property

Name of Injured _____ DOB or Age _____

How Long Employed _____

Names of Witnesses _____

_____

Description of Accident _____

_____

_____

Action Taken _____

_____

_____

Did the Injured Lose Any Time? _____ How Much (Days/Hrs.)? _____

Was Safety Equipment in Use at the Time of the Accident (Hard Hat, Safety Glasses, Gloves, Safety Shoes, etc.)? _____

_____

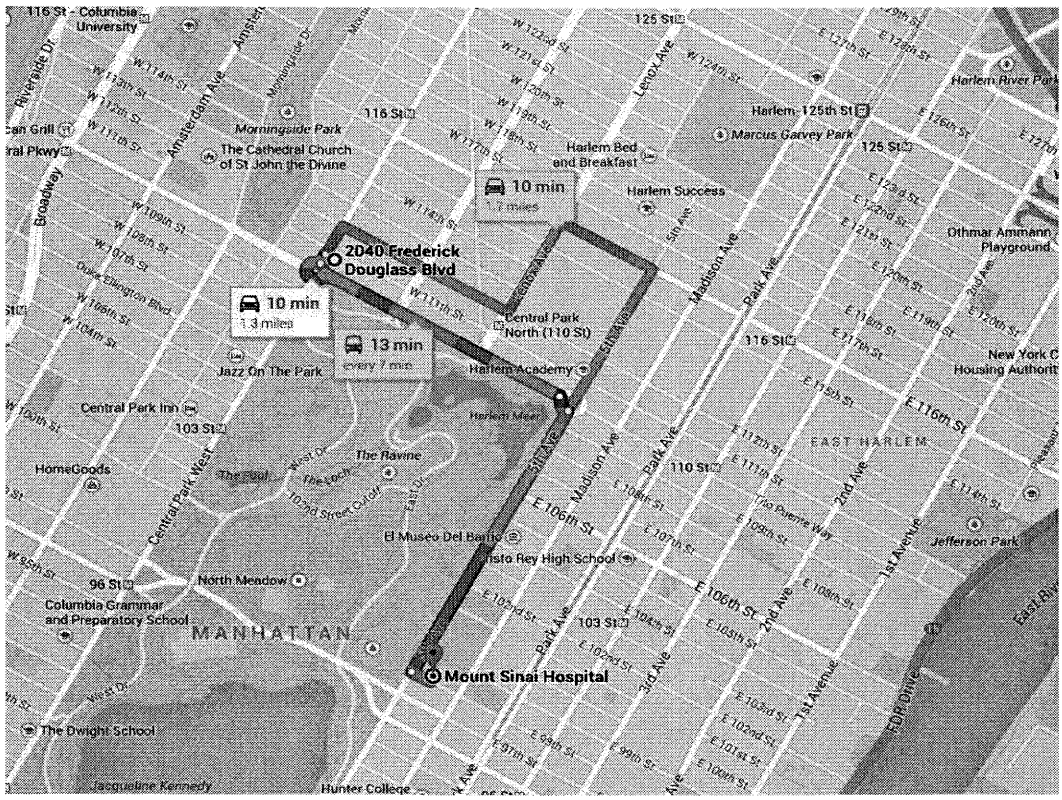
(If not, it is the EMPLOYEE'S sole responsibility to process his/her claim through his/her Health and Welfare Fund.)

INDICATE STREET NAMES, DESCRIPTION OF VEHICLES, AND NORTH ARROW

HOSPITAL INFORMATION AND MAP

The hospital nearest the site is:

MOUNT SINAI HOSPITAL
5 E. 98th Street, New York, New York 10029
212-659-9210
1.3 Miles – About 6 Minutes



2040 Frederick Douglass Blvd
New York, NY 10026

1. Head **southwest** on **Frederick Douglass Blvd** — 108 ft
2. At the traffic circle, take the **3rd** exit onto **W 110th St** — 0.6 mi
3. Turn **right** onto **Duke Ellington Circle** — 190 ft
4. Turn **right** onto **5th Ave** — 0.6 mi
5. Turn **left** onto **E 98th St/Gustave L. Levy Pl**
   Destination will be on the left — 197 ft

Mount Sinai Hospital
5 E 98th St, New York, NY 10029

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ATTACHMENT H
Quality Assurance Project Plan

QUALITY ASSURANCE PROJECT PLAN
Former 110th Street Service Station
2040 Frederick Douglas Boulevard, Harlem, NY

Prepared on behalf of:

Crescent 110 Equities LLC
316 West 118th Street
New York, NY 10026

Prepared by:

EBC
ENVIRONMENTAL BUSINESS CONSULTANTS
1808 MIDDLE COUNTRY ROAD
RIDGE, NY 11961

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Former 110th Street Service Station
2040 Frederick Douglas Boulevard, Harlem, NY

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1.0 INTRODUCTION

This Quality Assurance Project Plan (QAPP) has been prepared in accordance with DER-10 to detail procedures to be followed during the course of the sampling and analytical portion of the project, as required by the approved work plan.

To ensure the successful completion of the project each individual responsible for a given component of the project must be aware of the quality assurance objectives of his / her particular work and of the overall project. The EBC Project Director, Charles Sosik will be directly responsible to the client for the overall project conduct and quality assurance/quality control (QA/QC) for the project. The Project Director will be responsible for overseeing all technical and administrative aspects of the project and for directing QA/QC activities. Mr. Kevin Brussee will serve as the Quality Assurance Officer (QAO) and in this role may conduct:

- conduct periodic field and sampling audits;
- interface with the analytical laboratory to resolve problems; and
- interface with the data validator and/or the preparer of the DUSR to resolve problems.

Robert Bennett will serve as the Project Manager and will be responsible for implementation of the Site Management Plan and coordination with field sampling crews and subcontractors. Reporting directly to the Project Manager will be the Field Operations Officer, Kevin Waters; who will serve as the qualified environmental professional who will schedule and direct field sampling personnel and be responsible for the collection and handling of all samples.

1.1 Organization

Project QA will be maintained under the direction of the Project Manager, in accordance with this QAPP. QC for specific tasks will be the responsibility of the individuals and organizations listed below, under the direction and coordination of the Project Manager

.

GENERAL RESPONSIBILITY	SCOPE OF WORK	RESPONSIBILITY OF QUALITY CONTROL
Field Operations	Supervision of Field Crew, sample collection and handling	K. Waters, EBC
Project Manager	Implementation of the RAWP.	Robert Bennett, EBC
Laboratory Analysis	Analysis of soil samples by NYSDEC ASP methods Laboratory	NYSDOH-Certified Laboratory
Data review	Review for completeness and compliance	3rd party validation

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2.0 QUALITY ASSURANCE PROJECT PLAN OBJECTIVES

2.1 Overview

Overall project goals are defined through the development of Data Quality Objectives (DQOs), which are qualitative and quantitative Statements that specify the quality of the data required to support decisions; DQOs, as described in this section, are based on the end uses of the data as described in the work plan.

In this plan, Quality Assurance and Quality Control are defined as follows:

- Quality Assurance - The overall integrated program for assuring reliability of monitoring and measurement data.

- Quality Control - The routine application of procedures for obtaining prescribed standards of performance in the monitoring and measurement process.

2.2 QA / QC Requirements for Analytical Laboratory

Samples will be analyzed by a New York State Department of Health (NYSDOH) certified laboratory, certified in the appropriate categories. Data generated from the laboratory will be used to evaluate contaminants such volatile and semi-volatile organic compounds (VOCs / SVOCs) in groundwater. The QA requirements for all subcontracted analytical laboratory work performed on this project are described below. QA elements to be evaluated include accuracy, precision, sensitivity, representativeness, and completeness. The data generated by the analytical laboratory for this project are required to be sensitive enough to achieve detection levels low enough to meet required quantification limits as specified in NYSDEC Analytical Services Protocol (NYSDEC ASP, 07/2005). The analytical results meeting the required quantification limits will provide data sensitive enough to meet the data quality objectives of this remedial program as described in the work plan. Reporting of the data must be clear, concise, and comprehensive. The QC elements that are important to this project are completeness of field data, sample custody, sample holding times, sample preservation, sample storage, instrument calibration and blank contamination.

2.2.1 Instrument Calibration

Calibration curves will be developed for each of the compounds to be analyzed. Standard concentrations and a blank will be used to produce the initial curves. The development of calibration curves and initial calibration response factors must be consistent with method requirements presented in NYSDEC ASP 07/2005.

2.2.2 Continuing Instrument Calibration

The initial calibration curve will be verified every 12 hrs by analyzing one calibration standard. The standard concentration will be the midpoint concentration of the initial calibration curve. The calibration check compound must come within 25% relative percent difference (RPD) of the average response factor obtained during initial calibration. If the RPD is greater than 25%, then corrective action must be taken as provided in the specific methodology.

2.2.3 Method Blanks

Method blank or preparation blank is prepared from an analyte-free matrix which includes the same reagents, internal standards and surrogate standards as me related samples. II is carried through the

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entire sample preparation and analytical procedure. A method blank analysis will be performed once for each 12 hr period during the analysis of samples for volatiles. An acceptable method blank will contain less than two (2) times the CRQL of methylene chloride, acetone and 2-butanone. For all other target compounds, the method blank must contain less than or equal to the CRQL of any single target compound. For non-target peaks in the method blank, the peak area must be less than 10 percent of the nearest internal standard. The method blank will be used to demonstrate the level of laboratory background and reagent contamination that might result from the analytical process itself.

2.2.4 Trip Blanks.
Trip blanks consist of a single set of sample containers filled at the laboratory with deionized. laboratory-grade water. The water used will be from the same source as that used for the laboratory method blank. The containers will be carried into the field and handled and transported in the same way as the samples collected that day. Analysis of the trip blank for VOCs is used to identify contamination from the air, shipping containers, or from other items coming in contact with the sample bottles. (The bottles holding the trip blanks will be not opened during this procedure.) A complete set of trip blanks will be provided with each shipment of samples to the certified laboratory.

2.2.5 Surrogate Spike Analysis
For organic analyses, all samples and blanks will be spiked with surrogate compounds before purging or extraction in order to monitor preparation and analyses of samples. Surrogate spike recoveries shall fall within the advisory limits in accordance with the NYSDEC ASP protocols for samples falling within the quantification limits without dilution.

2.2.6 Matrix Spike / Matrix Spike Duplicate / Matrix Spike Blank (MS/MSDIMSB) Analysis
MS, MSD and MSB analyses will be performed to evaluate the matrix effect of the sample upon the analytical methodology along with the precision of the instrument by measuring recoveries. The MS / MSD / MSB samples will be analyzed for each group of samples of a similar matrix at a rate of one for every 20 field samples. The RPD will be calculated from the difference between the MS and MSD. Matrix spike blank analysis will be performed to indicate the appropriateness of the spiking solution(s) used for the MS/MSD.

2.3 Accuracy

Accuracy is defined as the nearness of a real or the mean (x) of a set of results to the true value. Accuracy is assessed by means of reference samples and percent recoveries. Accuracy includes both precision and recovery and is expressed as percent recovery (% REC). The MS sample is used to determine the percent recovery. The matrix spike percent recovery (% REC) is calculated by the following equation:

$$\%REC = \frac{SSR - SR}{SA} \times 100$$

Where:

SSR = spike sample results
SR = sample results
SA = spike added from spiking mix

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2.4 Precision

Precision is defined as the measurement of agreement of a set of replicate results among themselves without a Precision is defined as the measurement of agreement of a set of replicate results among themselves without assumption of any prior information as to the true result. Precision is assessed by means of duplicate/replicate sample analyses.

Analytical precision is expressed in terms of RPD. The RPD is calculated using the following formula:

$$RPD = \frac{D^1 - D^2}{(D^1 + D^2)/2} \times 100$$

Where:
RPD = relative percent difference
D^1 = first sample value
D^2 = second sample value (duplicate)

2.5 Sensitivity

The sensitivity objectives for this plan require that data generated by the analytical laboratory achieve quantification levels low enough to meet the required detection limits specified by NYSDEC ASP and to meet all site-specific standards, criteria and guidance values (SGCs) established for this project.

2.6 Representativeness

Representativeness is a measure of the relationship of an individual sample taken from a particular site to the remainder of that site and the relationship of a small aliquot of the sample (i.e., the one used in the actual analysis) to the sample remaining on site. The representativeness of samples is assured by adherence to sampling procedures described in the Remedial Investigation Work Plan.

2.7 Completeness

Completeness is a measure of the quantity of data obtained from a measurement system as compared to the amount of data expected from the measurement system. Completeness is defined as the percentage of all results that are not affected by failing QC qualifiers, and should be between 70 and 100% of all analyses performed. The objective of completeness in laboratory reporting is to provide a thorough data support package. The laboratory data package provides documentation of sample analysis and results in the form of summaries, QC data, and raw analytical data. The laboratory will be required to submit data packages that follow NYSDEC ASP reporting format which, at a minimum, will include the following components:

1. All sample chain-of-custody forms.
2. The case narrative(s) presenting a discussion of any problems and/or procedural changes required during analyses. Also presented in the case narrative are sample summary forms.
3. Documentation demonstrating the laboratory's ability to attain the contract specified detection limits for all target analytes in all required matrices.
4. Tabulated target compound results and tentatively identified compounds.
5. Surrogate spike analysis results (organics).
6. Matrix spike/matrix spike duplicate/matrix spike blank results.
7. QC check sample and standard recovery results
8. Blank results (field, trip, and method).

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9. Internal standard area and RT summary.

2.8 Laboratory Custody Procedures

The following elements are important for maintaining the field custody of samples:

- Sample identification
- Sample labels
- Custody records
- Shipping records
- Packaging procedures

Sample labels will be attached to all sampling bottles before field activities begin; each label will contain an identifying number. Each number will have a suffix that identifies the site and where the sample was taken. Approximate sampling locations will be marked on a map with a description of the sample location. The number, type of sample, and sample identification will be entered into the field logbook. A chain-of-custody form, initiated at the analytical laboratory will accompany the sample bottles from the laboratory into the field. Upon receipt of the bottles and cooler, the sampler will sign and date the first received blank space. After each sample is collected and appropriately identified, entries will be made on the chain-of-custody form that will include:

- Site name and address
- Samplers' names and signatures

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3.0 ANALYTICAL PROCEDURES

3.1 Laboratory Analysis

Samples will be analyzed by the NYSDEC ASP laboratory for VOCs and SVOCs in groundwater by USEPA Method 8260C and EPA Method 8270D. If any modifications or additions to the standard procedures are anticipated. and if any nonstandard sample preparation or analytical protocol is to be used, the modifications and the nonstandard protocol will be explicitly defined and documented. Prior approval by EBC's PM will be necessary for any nonstandard analytical or sample preparation protocol used by the laboratory, i.e., dilution of samples or extracts by greater than a factor of five (5).

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4.0 DATA REDUCTION, REVIEW, AND REPORTING

4.1 Overview

The process of data reduction, review, and reporting ensures the assessments or a conclusion based on the final data accurately reflects actual site conditions. This plan presents the specific procedures, methods, and format that will be employed for data reduction, review and reporting of each measurement parameter determined in the laboratory and field. Also described in this section is the process by which all data, reports, and work plans are proofed and checked for technical and numerical errors prior to final submission.

4.2 Data Reduction

Standard methods and references will be used as guidelines for data handling, reduction, validation, and reporting. All data for the project will be compiled and summarized with an independent verification at each step in the process to prevent transcription/typographical errors. Any computerized entry of data will also undergo verification review.

Sample analysis will be provided by a New York State certified environmental laboratory. Laboratory reports will include ASP category B deliverables for use in the preparation of a data usability summary report (DUSR). All results will be provided in accordance with the NYSDEC Environmental Information Management System (EIMS) electronic data deliverable (EDD) format. Analytical results shall be presented on standard NYSDEC ASP-B forms or equivalents, and include the dates the samples were received and analyzed, and the actual methodology used. Note that field field parameters including pH by hand held meter and persufate by field titration (if collected) will be in results only format and will not be evaluated in the DUSR.

Laboratory QA/QC information required by the method protocols will be compiled, including the application of data QA/QC qualifiers as appropriate. In addition, laboratory worksheets, laboratory notebooks, chains-of-custody, instrument logs, standards records, calibration records, and maintenance records, as applicable, will be provided in the laboratory data packages to determine the validity of data. Specifics on internal laboratory data reduction protocols are identified in the laboratory's SOPs.

Following receipt of the laboratory analytical results by EBC, the data results will be compiled and presented in an appropriate tabular form. Where appropriate, the impacts of QA/QC qualifiers resulting from laboratory or external validation reviews will be assessed in terms of data usability.

4.3 Laboratory Data Reporting

All sample data packages submitted by the analytical laboratory will be required to be reported in conformance to the NYSDEC ASP (7/2005), Category B data deliverable requirements as applicable to the method utilized. All results will be provided in accordance with the NYSDEC Environmental Information Management System (EIMS) electronic data deliverable (EDD) format.

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5.0 CORRECTIVE ACTION

Review and implementation of systems and procedures may result in recommendations for corrective action. Any deviations from the specified procedures within approved project plans due to unexpected site-specific conditions shall warrant corrective action. All errors, deficiencies, or other problems shall be brought to the immediate attention of the EBC PM, who in turn shall contact the Quality Assurance/Data Quality Manager or his designee (if applicable).

Procedures have been established to ensure that conditions adverse to data quality are promptly investigated, evaluated and corrected. These procedures for review and implementation of a change are as follows:

- Define the problem.
- Investigate the cause of the problem.
- Develop a corrective action to eliminate the problem, in consultation with the personnel who defined the problem and who will implement the change.
- Complete the required form describing the change and its rationale (see below for form requirements).
- Obtain all required written approvals.
- Implement the corrective action.
- Verify that the change has eliminated the problem.

During the field investigation, all changes to the sampling program will be documented in field logs/sheets and the EBC PM advised.

If any problems occur with the laboratory or analyses, the laboratory must immediately notify the PM, who will consult with other project staff. All approved corrective actions shall be controlled and documented.

All corrective action documentation shall include an explanation of the problem and a proposed solution which will be maintained in the project file or associated logs. Each report must be approved by the necessary personnel (e.g., the PM) before implementation of the change occurs. The PM shall be responsible for controlling, tracking, implementing and distributing identified changes.

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TABLE 1
SUMMARY OF
SAMPLING PROGRAM RATIONALE AND ANALYSIS

Matrix	Location	Approximate Number of Samples	Rationale for Sampling	Laboratory Analysis
Groundwater (water table)	From four on-site and three off-site monitoring wells	7	Monitor groundwater quality over time	VOCs EPA Method 8260C, SVOCs by EPA Method 8270D
Groundwater (water table)	From four on-site and three off-site monitoring wells	7	Evaluate oxidant distribution and concentration	pH by field meter, persulfate by titration.
Total (Groundwater)		14		
MS/MSD	Matrix spike and Matrix spike duplicates at the rate 5%	1	To meet requirements of QA / QC program	1 MS/MSD for VOCs
Trip Blanks	One laboratory prepared trip blank to accompany samples each time they are delivered to the laboratory.	1	To meet requirements of QA / QC program	VOCs EPA Method 8260B
Total (QA / QC Samples)				

TABLE 2
SAMPLE COLLECTION AND ANALYSIS PROTOCOLS

Sample Type	Matrix	Sampling Device	Parameter	Sample Container	Sample Preservation	Analytical Method#	CRQL / MDLH	Holding Time
Groundwater	Water	Pump tubing	VOCs	(3) 40 ml vials	Cool to 4° C 1:1 HCL	EPA Method 8260C	Compound specific (1-5 ug/L)	14 days

Notes:
All holding times listed are from Verified Time of Sample Receipt (VTSR) unless noted otherwise. * Holding time listed is from time of sample collection.
The number in parentheses in the "Sample Container" column denotes the number of containers needed.
Triple volume required when collected MS/MSD samples
The number of trip blanks are estimated.
CRQL / MDL = Contract Required Quantitation Limit / Method Detection Limit
NA = Not available or not applicable.

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ATTACHMENT I
Site Inspection Checklist and Inspection Forms

SITE INSPECTION CHECKLIST

Site Inspection Checklist - Cover System
2040 Frederick Douglass Boulevard
Harlem, NY

Date: _____ Time: _____

Inspector Name/Organization: _____

Confirm Site Use: _____

VISUAL INSPECTION OF SUB-CELLAR CONCRETE SLAB

Building Interior Inspect basement concrete slab for cracks, perforations and patching

Describe General Condition of Slab _____

_____

Describe any Cracks or New Penetrations _____

_____

Describe any Patching _____

_____

VISUAL INSPECTION OF FIRST FLOOR CONCRETE SLAB

Building Exterior Inspect concrete slab for cracks, perforations and patching

Describe General Condition of Slab _____

_____

Describe any Cracks or New Penetrations _____

_____

Describe any Patching _____

_____

Repairs Needed and / or Maintenance at this time?

_____

_____

_____

_____

Any Intrusive Work Into Soil Performed?

_____

_____

SMP and EWP Followed?

_____

_____

Signature: _____ Date: _____

ATTACHMENT J
Field Sampling Plan

FORMER
110th STREET SERVICE STATION

2040 FREDERICK DOUGLAS BOULEVARD
HARLEM NEW YORK
Block 1826 Lot 1

FIELD SAMPLING PLAN

Prepared For:
Crescent 110 Equities LLC
316 West 118th Street
New York, NY 10026

Prepared by:

EBC
ENVIRONMENTAL BUSINESS CONSULTANTS
1808 Middle Country Road
Ridge, NY 11961

NOVEMBER 2015

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FORMER 110th Street Service Station
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FIGURES

FIGURE 1 Monitoring Well Locations

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APPENDIX A Sample Groundwater Sampling Log
APPENDIX B Sample Chain of Custody
APPENDIX C Sample Drum Label

1.0 INTRODUCTION

The Site is currently in the New York State (NYS) Brownfield Cleanup Program (BCP), Site No. C2231087 which is administered by New York State Department of Environmental Conservation (NYSDEC).The Site is located in Manhattan, New York County, New York and is identified as Block 1826, Lot 1 on the New York City Tax Map. The Site is an approximately 0.31-acre area and is bounded by a mixed-use building to the east, W. 11th Street to the north, Frederick Douglas Boulevard to the west and W. 110th Street to the south.

A Site Management Plan (SMP) has been prepared for the Site. This SMP was prepared to manage the remaining VOC contamination detected in on-site groundwater until the Environmental Easement is extinguished in accordance with ECL Article 71, Title 36. The SMP has been approved by the NYSDEC, and compliance with the SMP is required by the grantor of the Environmental Easement and the grantor's successors and assigns. The SMP may only be revised with the approval of the NYSDEC.

1.1 Background

A Remedial Investigation consisting of soil, groundwater and soil vapor sampling was performed at the Site in 2013.

The results of the RI identified free phase gasoline present at the water table, evident that contamination at the Site is related to an on-site release and historic use, which was not entirely remediated during excavation activities completed by the previous owner. The source areas onsite include the current and former UST areas. Although some impacted soil was removed from these areas historically when the tanks were removed/replaced, contaminated soil remained in this area.

Free phase gasoline is present primarily within the tank area but has also been observed to some degree in several other wells downgradient. Based on an 8 to 10 ft elevation difference for groundwater within the tank area and the greatest accumulation of free phase product, a perched groundwater zone is present in the UST area. During the tank replacement in 1995, it is likely that the excavation of impacted soil continued into the silty clay zone in an attempt to "dig out of" the contamination. This area would then be backfilled with sand and fill of significantly higher permeability allowing water to collect and product to accumulate within the area and resulting in a perched water condition.

Impacted groundwater was isolated to the perched water zone though impacted water (above standards) was also found to be migrating south at relatively low concentrations. Groundwater impacts were generally low outside of the tank area suggesting that groundwater outside of the localized perched zone is not in contact with contaminated soil. It also appears that minimal migration of impacted groundwater is occurring as contaminated water within the tank area perched zone is isolated from the general water table.

Remedial efforts included excavation and removal of source area soils with the exception of a small isolated area in the southeast corner of the Site. Impacted soil in this area is in a clay zone above the water table which was further stabilized with a grout injection. The remaining low level impacts to groundwater were treated with the injection of a chemical oxidant.

2.0 FIELD SAMPLING PLAN

Four on-site monitoring wells (MW1501-MW1503, MW1505) and three off-site monitoring wells (MW1504, MW1506, MW6) are located at the Site. The monitoring wells were installed to evaluate the performance of the remedial effort and monitor improvements to groundwater quality.

Each of the monitoring wells are constructed of 1-inch diameter pvc casing and 0.010 inch slotted pvc well screen. The wells have 10 feet of screen from approximately 10-20 feet below the bottom of the basement slab. A No. 00 Morie or equivalent filer sand is installed in the borehole to within 2 feet above the top of the screen. A 1-foot hydrated bentonite seal was placed on top of the filter sand and the remainder of the borehole was backfilled to grade.

2.1 Groundwater Sampling

Groundwater samples will be collected from all seven monitoring wells. Sample procurement will be achieved through the use of dedicated polyethylene tubing, and a peristaltic pump. The location of the monitoring wells is shown on **Figure 1**.

All groundwater sampling activities will be recorded in the project dedicated field book. This will include a description of:

- Date and time of sample collection
- Sample location
- Purging time, duration and volume;
- Sample appearance
- Analytical methodology:

Groundwater samples will be collected using dedicated polyethylene tubing, a persistaltic pump and check valve in accordance with standard low-flow sampling procedures as follows:

- Record pump make & model on sampling form.
- Wear appropriate health and safety equipment as outlined in the Health and Safety Plan
- Inspect each well for any damage or evidence of tampering and note condition in field logbook.
- Remove the well cap
- Lay out plastic sheeting and place the monitoring, purging and sampling equipment on the sheeting.
- To avoid cross-contamination, do not let any downhole equipment touch the ground.
- A synoptic water level measurement round should be performed (in the shortest possible time) before any purging and sampling activities begin. Measure and record the depth to water using a water level meter or interface probe to the nearest 0.01 ft. Record the measurement in the field logbook. Do not measure the depth to the bottom of the well at this time (to avoid disturbing any sediment that may have accumulated). Obtain depth to bottom information from installation information in the field logbook or soil boring logs.
- Collect samples in order from wells with lowest contaminant concentration to highest concentration based on previous results.

- Connect the polyethylene tubing to the peristaltic pump and lower the tubing into the well to approximately the middle of the screen. The tubing should be a minimum of 2 feet above the bottom of the well as this may cause mobilization of any sediment present in the bottom of the well.
- Start the pump at its lowest speed setting and slowly increase the speed until discharge occurs. Check water level. Adjust pump speed until there is little or no water level drawdown (less than 0.3 feet). If the minimal drawdown that can be achieved exceeds 0.3 feet but remains stable, continue purging until indicator field parameters stabilize.
- There should be at least 1 foot of water over the top of the pump so there is no risk of entrapment of air in the sample. Pumping rates should be reduced to the minimum capabilities of the pump, if needed, to avoid purging the well dry. However, if the recharge rate of the well is very low and the well is purged dry, then wait until the well has recharged to a sufficient level and collect the appropriate volume of sample.
- During well purging, monitor indicator field parameters (temperature, specific conductance, pH and turbidity) every three to five minutes (or less frequently, if appropriate) and record on a groundwater sampling log (Appendix A). Note: during the early phase of purging emphasis should be put on minimizing and stabilizing pumping stress, and recording those adjustments. Purging is considered complete and sampling may begin when all the above indicator field parameters have stabilized. Stabilization is considered to be achieved when three consecutive readings, taken at three (3) to five (5) minute intervals, are within the following limits:
  - specific conductance (3%),
  - temperature (3%),
  - pH (± 0.1 unit)
  - turbidity (≤50 ntu)
  - If stability is not reached within a reasonable time period purging may be stopped and the sample collected. This should be noted on the sampling log.
- VOC samples should be collected directly into pre-preserved sample containers. Fill all sample containers by allowing the pump discharge to flow gently down the inside of the container with minimal turbulence. Fill each container with sample to just overflowing so that no air bubbles are entrapped inside. Cap each bottle as it is filled.
- Label the samples, and record them on the chain of custody form (template COC provided in **Appendix B**). Place immediately into a cooler for shipment and maintain at 4°C.
- Remove the tubing from the well. The polyethylene tubing must either be dedicated to each well or discarded. If dedicated the tubing should be placed in a large plastic garbage bag, sealed, and labeled with the appropriate well identification number.
- Close and lock the well.
- Decontaminate pump either by changing the surgical pump tubing between wells or as follows:
  1. Flush the equipment/pump with potable water.
  2. Flush with non-phosphate detergent solution. If the solution is recycled, the solution must be changed periodically.
  3. Flush with potable or distilled/deionized water to remove all of the detergent solution. If the water is recycled, the water must be changed periodically.
  4. Flush with isopropyl alcohol (pesticide grade). If equipment blank data from the previous sampling event show that the level of contaminants is insignificant, then this step may be skipped.
  5. Flush with distilled/deionized water. The final water rinse must not be recycled.

Samples will be collected in pre-cleaned laboratory supplied glassware, stored in a cooler with ice and submitted to a New York State ELAP certified environmental laboratory. Groundwater samples from each monitoring well will be submitted for laboratory analysis of VOCs and SVOCs.

2.2 Groundwater Sample QA/QC

Collected samples will be appropriately packaged, placed in coolers and shipped via overnight courier or delivered directly to the analytical laboratory by field personnel. Samples will be containerized in appropriate laboratory provided glassware and shipped in plastic coolers. Samples will be preserved through the use of ice or cold-pak(s) to maintain a temperature of 4oC.

Dedicated disposable sampling materials will be used for groundwater samples, eliminating the need to prepare field equipment (rinsate) blanks. However, if non-disposable equipment is used, field rinsate blanks will be prepared at the rate of 1 for every eight samples collected.

Each groundwater sample will be properly labeled and documented on the Chain of Custody and within the bound log book, placed in a zip-lock plastic bag and placed in a cooler with ice to maintain a temperature of 4°C, until pickup by the sample courier. Courier service is provided by Phoenix Environmental Laboratories, Inc. Sample receipt by the laboratory (Phoenix Environmental Laboratories, Inc.) shall be considered as signed receipt by Phoenix Environmental Laboratories, Inc. courier.

The fundamental QA objective with respect to accuracy, precision, and sensitivity of analysis for laboratory analytical data is to achieve the QC acceptance of the analytical protocol. The accuracy, precision and completeness requirements will be addressed by the laboratory for all data generated. Laboratory specific QA/QC information is provided within the QAPP.

2.3 Sampling Documentation Requirements

All sample jars will be marked and identified with a legible sample label which shall indicate (1) project address (2040 Frederick Douglas Boulevard), (2) sample location (MW1501, MW1502, etc.), (3) the date and time the sample was collected, (4) and any preservative(s) utilized (HCL/ice). Additional sample information may be marked on the sample label and/or Chain of Custody if needed. Chain of Custody shall be tracked from laboratory issuance of sample containers through laboratory receipt of the samples.

A bound sample logbook will be maintained by EBC during sampling collection activities. The following information will be recorded (at a minimum) within the log book:

a) Sample Identification Number
b) Sample Location
c) Field Observations
d) Sample type
e) Analyses
f) Date and time of collection
g) Collector's name
h) Sample procedures and equipment utilized
i) Date sent to laboratory and name of laboratory

2.4 Analytical Methodology

Sample analysis will be provided by a New York State certified environmental laboratory; Phoenix Environmental Laboratories, Inc. of Manchester, Connecticut (NYSDOH Lab I.D. No. 11301). Groundwater samples will be analyzed for the following parameters.

- Volatile organic Compounds (VOCs) by EPA Method 8260C
- Semi-Volatile organic Compounds (VOCs) by EPA Method 8270D

2.5 Investigation-Derived Waste Handling Procedure

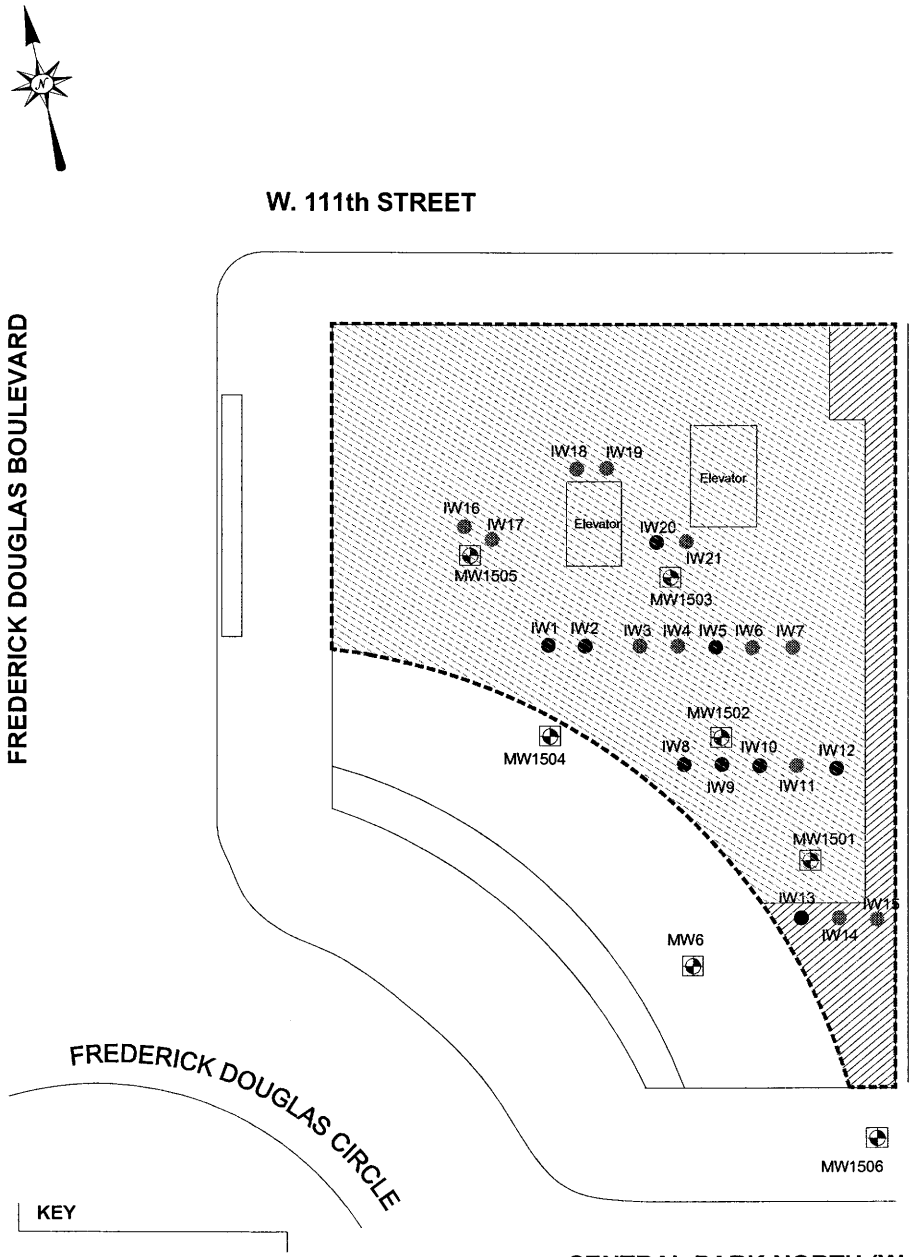
Investigation derived wastes that will be generated during groundwater sampling at the Site will consist of the following: groundwater, decontamination fluids, PPE and other miscellaneous disposables. Groundwater purged from the monitoring wells and all decontamination fluids are to be containerized in USDOT-approved 55-gallon drums. Each drum is to be labeled with a "Non-Hazardous Waste" label **(Appendix C)** which is to be affixed to the side of the drum. The following information must be written on each label.

Shipper: Crescent 110 Equities LLC
Address: 2040 Frederick Douglas Boulevard
City, State, Zip: Brooklyn, NY 11205
Contents: Non-Hazardous, Non-RCRA Regulated Liquid
Emergency Contact: Kevin Brussee – Environmental Business Consultants – 631.504.6000

After each drum is filled or at completion of work, each drum must be securely closed and stored within the new building until waste characterization sampling has been performed. Final classification and disposal of purge water will be based on the results of this analysis and upon approval of the NYSDEC Project Manager.

All PPE and other miscellaneous sampling disposables (polyethylene tubing, plastic sheeting) shall be placed in a plastic garbage bag and disposed in the on-site dumpster.

FIGURES



EBC
ENVIRONMENTAL BUSINESS CONSULTANTS
Phone 631.504.6000
Fax 631. 924 .2870

FIGURE 1

SITE ADDRESS: FORMER 110TH STREET SERVICE STATION
2040 FREDERICK DOUGLAS BOULEVARD, HARLEM, NY

DRAWING TITLE: INJECTION WELL & MONITORING WELL LOCATIONS

APPENDIX A
SAMPLE GW SAMPLING LOG

GROUNDWATER PURGE / SAMPLE LOGS

EBC
ENVIRONMENTAL BUSINESS CONSULTANTS

Well I.D.: _____

Well Depth (from TOC): _____ ft

Static Water Level (from TOC): _____ ft

Height of Water in Well: _____ ft

Gallons of Water per Well Volume: _____

Flow Rate: 200ml/min.

Date: _____

Equipment: _____

Field Personnel: _____

Well Condition: _____

Time	Elapsed Time	Pump Rate	Gal. Removed	pH	Cond. (µS/cm)	Temp. (°F)	Turbidity	Comments

Note 200 ml = 0.065 gallons

APPENDIX B
SAMPLE CHAIN OF CUSTODY

Cooler: Yes ☐ No ☐
Coolant: IPK ☐ ICE ☐ No ☐

Temp °C Pg of

NY/NJ CHAIN OF CUSTODY RECORD

PHOENIX Environmental Laboratories, Inc.
587 East Middle Turnpike, P.O. Box 370, Manchester, CT 06040
Email: info@phoenixlabs.com Fax (860) 645-0823
Client Services (860) 645-8726

Contact Options:
☐ Fax: _____
☐ Phone: _____
☐ Email: _____

Customer: _____ Project: _____ Project P.O: _____
Address: _____ Report to: _____
_____ Invoice to: _____

This section MUST be completed with Bottle Quantities.

Client Sample - Information - Identification

Sampler's Signature _____ Date: _____

Matrix Code:
DW=Drinking Water **GW**=Ground Water **SW**=Surface Water **WW**=Waste Water
RW=Raw Water **SE**=Sediment **SL**=Sludge **S**=Soil **SD**=Solid **W**=Wipe
OIL=Oil **B**=Bulk **L**=Liquid

Analysis Request

PHOENIX USE ONLY SAMPLE #	Customer Sample Identification	Sample Matrix	Date Sampled	Time Sampled	Soil VOA Vials [ ] methanol [ ] H2O	GL Soil container ( ) oz	GL Soil container ( ) oz	40 ml VOA Vial [ ] As is [ ] HCl	GL Amber 1000ml [ ] As is [ ] H2SO4	PL As is [ ] 250ml [ ] 500ml [ ] 1000ml	PL H2SO4 [ ] 250ml [ ] 500ml	PL HNO3 250ml	PL NaOH 250ml	Bacteria Bottle

Relinquished by:	Accepted by:	Date:	Time:

Comments, Special Requirements or Regulations:

Turnaround:
☐ 1 Day*
☐ 2 Days*
☐ 3 Days*
☐ 5 Days
☐ 10 Days
Other

*** SURCHARGE APPLIES**

NJ
☐ Res. Criteria
☐ Non-Res. Criteria
☐ Impact to GW Soil Cleanup Criteria
☐ GW Criteria

NY
☐ TOGS GW
☐ CP-51 SOIL
☐ 375SCO Unrestricted Soil
☐ 375SCO Residential Soil
☐ 375SCO Residential Restricted Soil
☐ 375SCO Commercial Soil
☐ 375SCO Industrial Soil

Data Format
☐ Phoenix Std Report
☐ Excel
☐ PDF
☐ GIS/Key
☐ EQuIS
☐ NJ Hazsite EDD
☐ NY EZ EDD (ASP)
☐ Other

State where samples were collected: _____

Data Package
☐ NJ Reduced Deliv. *
☐ NY Enhanced (ASP B) *
☐ Other

APPENDIX C
SAMPLE DRUM LABEL


NON-
HAZARDOUS
WASTE
GENERATOR INFORMATION (Optional)
SHIPPER
ADDRESS
CITY, STATE, ZIP
CONTENTS
NON-HAZARDOUS WASTE

Exhibit F

Unit Deed

FORM OF

421-a AFFORDABLE UNIT DEED

UNIT DEED

THIS INDENTURE made the _____ day of _____, 201__, between **CRESCENT 110 EQUITIES LLC**, a Delaware limited liability company, having an office at 316 West 118th Street, New York, New York 10026 (the "Grantor"), and _____, residing at _____ (the "Grantee").

WITNESSETH:

That the Grantor, in consideration of Ten ($10.00) Dollars and other valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, and the heirs or successors and assigns of the Grantee, forever:

The unit known as Unit No. _____ in the Building known as 2040 Frederick Douglass Boulevard (also known as 285 West 110th Street), New York, New York, and also designated and described as Unit No. _____ in the Declaration comprising ~~One Central Park North~~The 285 West 110th Street Condominium (hereinafter called the "Property") made by the Grantor under the Condominium Act of the State of New York, as amended (Article 9-B of the Real Property Law of the State of New York), dated _____, 201__ , and recorded in the New York County Office of the Register of the City of New York, on the _____ day of _____, 201__, as CRFN_____ (hereinafter called the "Declaration"), which Unit is also designated on the Floor Plan of the Building, certified by _____, and filed in the said Office of the Register of the City of New York, County of New York as CRFN _____ (hereinafter called the "Unit").

The Unit is identified in the Declaration as Condominium Unit No. _____ in ~~One Central Park North~~The 285 West 110th Street Condominium, located at 2040 Frederick Douglass Boulevard (also known as 285 West 110th Street), New York, New York, and is identified on the Tax Map of the City of New York for New York County as Tax Lot _____ in Block _____.

The Property is described as follows:

SEE SCHEDULE A

TOGETHER with Grantor's right title and interest, if any in and to any strips or gores adjoining the above described premises on any of the sides thereof.

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to the Unit.

TOGETHER with an undivided _____ percent interest in the common elements of the Property described in said Declaration (hereinafter called the "Common Elements").

TOGETHER with, and subject to, the rights, obligations, easements, restrictions, and other provision set forth in the Declaration of Condominium and the By-Laws, together with any amendments thereto, all of which shall constitute covenants 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 to any state of facts that a correct, up to date, survey of the Property would show;

SUBJECT to easement pertaining to a Stairway for a Subway Entrance Agreement recorded in Liber 3542 cp 349;

SUBJECT to permit to replace grates granted by the New York City Transit Authority to Socony Mobil Oil Company recorded in Liber 5157 cp 138;

SUBJECT to Agreement between Socony Mobil Oil Company, Inc. and New York City Transit Authority dated November 19, 1963 recorded February 4, 1964 in Liber 5266 cp 11; which said Agreement reinstates the terms of the Agreement recorded in Liber 3542 cp 349 and amends same;

SUBJECT to Urban Renewal Plan, Terms, Covenants and Restrictions contained in Agreement between The City of New York and The Kings Chapel Assembly of the Apostle Faith, Inc. dated September 13, 1973 recorded December 15, 1974 in Reel 321 page 1861;

SUBJECT to terms of Final Decree Index # 40416175 in action entitled in the Matter of the Application of The City of New York, relative to acquiring title in fee simple absolute to the real property required for an Urban Renewal Project known as Harlem-East Harlem Neighborhood Development Area (Douglass Circle) which said Decree vested title to the premises herein described to the City of New York dated November 19, 1985 recorded November 27, 1985 in Reel 990 page 1049;

SUBJECT to Damage Map Harlem-East Harlem Neighborhood Development Project filed March 17, 1975 as Map No. 3960;

SUBJECT to one dollar condemnation clause contained in deed from the City of New York to New York City Economic Development Corporation dated July 24, 1996 and recorded in Reel 2353 page 691 on August 7, 1996;

SUBJECT to Satisfaction and Termination of Covenants and Restrictions recorded January 21, 2014 in CRFN 2014000024661, which terminates all of the Covenants and Restrictions contained in the deed recorded in Reel 2353 page 691, except for the one dollar condemnation clause;

SUBJECT to one dollar condemnation clause contained in the deed from the City of New York to 110th Street Service Station, Inc. dated July 24, 1996 and recorded in Reel 2353 page 701 on August 7, 1996;

SUBJECT to Satisfaction and Termination of Covenants and Restrictions recorded January 21, 2014 in CRFN 2014000024660, which terminates all of the Covenants and Restrictions contained in the deed recorded in Reel 2353 page 701, except for the one dollar condemnation clause;

SUBJECT to Terms, Conditions, Covenants, Restrictions and Easements, including Right of Reverter in favor of the City of New York contained in deed from New York City Economic Development Corporation to Crescent 110 Equities LLC dated December 18, 2013 recorded on January 21, 2014 in CRFN 2014000024658;

SUBJECT to that certain Agreement of Covenants and Restrictions by and between Grantor and Grantee dated on even date herewith and to be recorded with the City Register of the City of New York~~.~~;

SUBJECT TO an Environmental Easements granted pursuant to Article 71, Title 36 of the New York State Environmental Conservation Law dated as of October 9, 2015 and recorded in the Register's Office on November 16, 2015 at CRFN 2015000406309 (the "Environmental Easement"); and

SUBJECT to all other matters affecting title to the Unit.

EXCEPT as otherwise specifically permitted by the Board of Managers of the Condominium or provided in the Declaration or in the By-Laws, the Unit is intended for residential use only.

AND the Grantor covenants that the Grantor has not done or suffered anything whereby the said premises have been encumbered in any way whatsoever, except as aforesaid.

TO HAVE AND TO HOLD the same unto the Grantee, and the heirs or successors and assigns of the Grantee, forever.

This Unit and its appurtenant interest in the Common Elements is subject to an Environmental Easement held by the

New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the Environmental Conservation Law until such time as the Environment Easement has been extinguished in accordance with the terms of Title 36 of Article 71 of the Environmental Conservation Law.

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 that 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.

The Grantor, in compliance with Section 13 of the Lien Law, 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 improvements before using any part of the same for any other purpose.

The use for which the Unit is intended is as a residential dwelling, subject to applicable governmental regulations and such other restrictions as are set forth in the Declaration and Condominium By-Laws and Condominium Rules and Regulations.

The Grantee accepts and ratifies the provisions of the Declaration, the Condominium By-Laws, and the Condominium Rules and Regulations recorded simultaneously with and as part of the Declaration and, as long as Grantee shall hold title to the Unit, Grantee agrees to comply with all the terms and provisions thereof as the same may be amended from time to time by instruments recorded in the New York County Office of the City Register of New York.

The terms "Grantor" and "Grantee" shall be read as "Grantors" and "Grantees" whenever the sense of this deed so requires.

IN WITNESS WHEREOF, the Grantor and the Grantee have duly executed this deed as of the day and year first above written.

Grantor:
Crescent 110 Equities LLC

Grantee:

_____

STATE OF NEW YORK)
COUNTY OF NEW YORK) s.s.:

On the _____ day of _____in the year 201__ 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 whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
COUNTY OF NEW YORK) s.s.:

On the _____ day of _____in the year 201__ 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

STATE OF NEW YORK)
COUNTY OF NEW YORK) s.s.:

On the _____ day of _____in the year 201__ 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 G

421-a Restrictive Declaration

THIS RESTRICTIVE DECLARATION ("Restrictive Declaration"), entered into as of the 11th day of December, 2015, by Crescent 110 Equities LLC, having its principal office at 316 West 118th Street, New York, New York 10026 ("Owner").

WHEREAS, Owner holds title to certain real property located in the Borough of Manhattan in the City and State of New York, known as and by the street address 2040 Frederick Douglass Boulevard, and identified as Block 1826, Lots(s) 1 on the Tax Map of the City of New York ("Property"); and

WHEREAS, the Property contains one or more multiple dwellings receiving an exemption from real property taxation pursuant to Real Property Tax Law §421-a, Administrative Code §11-245, §11-245.1, and §11-245.1-b, and Chapter 6 of Title 28 of the Rules of the City of New York (collectively "§ 421-a") pursuant to § 421-a Application TEO11143; and

WHEREAS, the Property is located in a geographic exclusion area, as such term is defined in §421-a; and

WHEREAS, eligibility for exemption from real property taxation pursuant to §421-a in a geographic exclusion area is conditioned upon not less than twenty percent (20%) of the dwelling units situated onsite in the multiple dwelling in such Property ("Affordable Units") meeting the affordability requirements set forth in Real Property Tax Law §421-a(7)(c): (a) if the multiple dwelling is to be operated as a rental property, upon the initial rental of such units and upon all subsequent rentals of such units after a vacancy, or (b) if the multiple dwelling is to be operated as a homeownership property, only upon the initial sale of such units ("Affordability Requirement");and

WHEREAS, if the prospective cooperative or condominium plan for a homeownership property has not been declared effective for filing at a time fifteen months after issuance of the Final Certificate of Eligibility, eligibility for exemption from real property taxation pursuant to §421-a is also conditioned upon the Affordable Units being registered as rent stabilized units with the State Division of Housing and Community Renewal or any successor agency or department thereto ("Rent Stabilization Requirement"); and

WHEREAS, to ensure compliance with the Affordability Requirement, if the multiple dwelling is to be operated as a rental property due to the fact that its prospective cooperative or condominium plan was not declared effective for filing at a time fifteen months after issuance of the Final Certificate of Eligibility, §421-a mandates that initial rents for Affordable Units as registered and subsequently adjusted by the Rent Stabilization Law of 1969 and the Emergency Tenant Protection Act of 1974 and all regulations promulgated in connection therewith ("Rent Stabilization Laws") cannot exceed 30% of the applicable income limit for such Affordable Units, minus the amount of any applicable utility allowance if the tenant makes utility payments in addition to rent payments.

NOW THEREFORE, in order to obtain exemption from real property taxation pursuant to §421-a, the Owner has agreed to execute and record this instrument, which provides as follows:

1. The Property shall be subject to the Affordability Requirement for a period commencing upon the date of completion of construction, which shall be deemed to have occurred upon the issuance of the earlier of (a) the first temporary certificate of occupancy for all of the Affordable Units or (b) a permanent certificate of occupancy for all of the

Affordable Units ("Completion Date"), and terminating on a date which is thirty-five (35) years from the date of completion of construction ("Term"). Notwithstanding the foregoing, if the multiple dwelling is operated as a homeownership project, the Affordability Requirement shall only apply to the initial sale of any Affordable Unit during the Term and shall not apply to subsequent sales of any such Affordable Unit during or after the Term. Furthermore, if the multiple dwelling is operated as a homeownership project, any purchaser of an Affordable Unit that is subject to the Affordability Requirement shall not be obligated to pay the following costs at the closing of such purchase: New York City Transfer Tax, New York State Transfer Tax, the legal fees of the attorneys for the Owner and/or the homeownership plan's sponsor, a contribution towards the homeownership project's working capital fund, a contribution towards the homeownership project's reserve fund, a contribution towards the homeownership project's application for tax exemption benefits pursuant to §421-a and a contribution towards the superintendent's unit(s).

2. If the multiple dwelling is operated as a rental property, the Affordable Units shall be subject to the Rent Stabilization Requirement during the Term.

3. If the multiple dwelling is operated as a rental property, the rents for each Affordable Unit during the Term shall be the lesser of (a) the rent permitted under the Rent Stabilization Laws, or (b) 30% of the applicable income limit for such Affordable Unit, minus the amount of any applicable utility allowance if the tenant makes utility payments in addition to rent payments ("Rent Cap").

4. If the multiple dwelling is operated as a rental property, tenants in occupancy of Affordable Units at the expiration of the Term shall continue to be subject to the Rent Stabilization Requirement for the duration of their occupancy ("Continuation Requirement").

5. This Restrictive Declaration may be enforced by the City of New York and any of its agencies and instrumentalities, the State of New York and any of its agencies and instrumentalities, and any homeowner or tenant, as applicable.

6. The Affordability Requirement, and, if applicable, the Rent Stabilization Requirement, Rent Cap and Continuation Requirement, set forth in this Restrictive Declaration shall run with the land, shall inure to the benefit of the City of New York, the State of New York, and all occupants of the Property, and shall bind and be enforceable against Owner and its successors and assigns to the fullest extent permitted by law and equity.

7. At any time prior to the Completion Date, the Owner may terminate this Restrictive Declaration by written notice to the City of New York Department of Housing Preservation and Development. The exemption from real property taxation pursuant to §421-a shall thereafter terminate, retroactive to the effective date of such exemption. After the Completion Date, Owner may not terminate this Restrictive Declaration.

Crescent 110 Equities LLC

By: Robert Ezrapour
Manager

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On this 11th day of December, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Ezrapour, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to in the within instrument and acknowledged to me that [s]he executed the same in [her]his capacity, and that by [her]his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

JULIE TRAPINI
Notary Public, State of New York
Registration No. 01TR6292053
Qualified in New York County
Commission Expires Oct. 28, 2017

NOTARY PUBLIC

Record and Return to:
Elaine R. Toribio, Director
Tax Incentives Programs
Department of Housing Preservation and Development
100 Gold Street, Room 8-D09
New York, New York 10038

Exhibit H

Form of 421-a Affordable Unit Purchase Agreement

provisions of the Offering Plan. Any such expenses or adjustments payable to Seller in excess of $500.00 will be paid by unendorsed certified check or official bank check drawn on a bank or trust company which is a member of the New York Clearing House Association (or any successor organization). This paragraph shall survive the Closing.

6.3 If Seller obtains a refund for real estate taxes paid (or a credit for such taxes to be paid) on the Unit, Purchaser and Seller 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.

6.4 Any errors or omissions in computing apportionments at Closing shall be corrected and payment made to the proper party promptly after discovery. The provisions of this subsection shall survive the Closing.

7. **Purchase Agreement Subject to Mortgages**. Purchaser agrees that all terms and provisions of this Purchase Agreement are and shall be subject and subordinate to the lien of any mortgage(s) heretofore or hereafter made and any advances heretofore or hereafter made thereon and any payments or expenses already made or incurred or which may hereafter 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 whether such advances are voluntary or involuntary and whether made in accordance with the loan schedule of payments or accelerated thereunder by virtue of lender's right to make advances before they become due in accordance with the schedule of payments. Notwithstanding anything to the contrary contained in this Paragraph 7, however, as of the conclusion of the Closing the only mortgage(s) to which the Unit will be subject to a title exception will be the mortgage(s) obtained by Purchaser.

8. ~~**No Financing Contingency.**~~ **Financing Contingency**.

a. This Agreement is conditioned upon Purchaser obtaining a written mortgage loan commitment for a ~~SONYMA (as defined herein)~~ mortgage loan from an "Institutional Lender" (as such term is hereinafter defined)~~, that has been approved by the State of New York Mortgage Agency ("SONYMA") to issue SONYMA mortgage loan commitments, or a written mortgage loan commitment from M&T Bank~~, in an amount which shall not exceed ninety (90%) percent of the Purchase Price for a term of not more than thirty (30) years at the then prevailing fixed or variable rate of interest (the "Commitment"). Purchaser shall in good faith submit an application for a Commitment (the "Loan Application") to an Institutional Lender ~~that has been approved by SONYMA or to M&T Bank (each a "Mortgage Representative~~(the "Lender") within ten (10) business days after the date on which a fully-executed copy of this Agreement is delivered to Purchaser's attorney (the "Contract Date") and Purchaser shall promptly submit to the ~~Mortgage Representative~~Lender, or as the ~~Mortgage Representative~~Lender may direct, all required fees, information and supporting documents necessary for processing the Loan Application. Purchaser shall deliver to Seller evidence, in writing, of Purchaser's submission of the Loan Application to the ~~Mortgage Representative~~Lender no later than ten (10) business days after the Contract Date (the "Loan Application Notice"). In the event that Purchaser does not deliver the Loan Application Notice to Seller by the date which is ten (10) business days after the Contract Date, Seller shall have the right, but not the obligation, to cancel this Agreement and return Purchaser's

Down Payment and all interest accrued thereon, and the parties shall have no further rights or obligations to one another with respect to this Agreement.

Purchaser shall have forty-five (45) days after the Contract Date to obtain a Commitment for mortgage financing. In the event that Purchaser receives a declination letter for a Commitment from the ~~Mortgage Representative~~Lender and delivers a copy thereof to Seller within two (2) business days after the expiration of such forty-five (45) day period, Seller shall declare this Agreement null and void pursuant to written notice to Purchaser at which time Purchaser shall receive a refund of the Down Payment, plus all interest accrued.

In the event that Purchaser does not obtain and deliver to Seller either a Commitment letter or a declination letter from the ~~Mortgage Representative~~Lender within two (2) business days after the expiration of such forty-five (45) day time period, Seller shall have the option to either, (i) extend such forty-five (45) day period by fifteen (15) days to give the Purchaser a total of sixty (60) days from the Contract Date to obtain a Commitment, or (ii) declare this Agreement null and void pursuant to written notice to Purchaser at which time Purchaser shall receive a refund of the Down Payment, plus all interest accrued.

In the event that Seller elects to extend Purchaser's time period to obtain a Commitment to a total of sixty (60) days from the Contract Date and Purchaser fails to obtain and deliver a copy of the Commitment to Seller within two (2) business days after the expiration of such sixty (60) day time period, or delivers a declination letter from the ~~Mortgage Representative~~Lender to Seller within two (2) business days after such sixty (60) day time period, Seller shall declare this Agreement null and void pursuant to written notice to Purchaser at which time Purchaser shall receive a refund of the Down Payment, plus all interest accrued.

No other financing contingency is permitted by this Agreement. Notwithstanding anything to the contrary contained herein, Seller shall have no obligation to secure a Commitment for Purchaser. Additionally, failure of Purchaser to comply with the terms and conditions of the Commitment which are unrelated to Seller's responsibility to perform under the terms of the Plan does not relieve Purchaser of its obligation to close title to the Unit.

b. Purchaser is obligated to maintain Purchaser's Commitment in effect until the Closing, including applying for an extension of such Commitment to the same ~~Mortgage Representative or~~ Institutional Lender~~, as the case may be~~. Notwithstanding such obligation, in the event that the Commitment expires solely because Seller is not ready, willing, and able to close on title to the Unit, the following provisions shall apply:

(1) If the Commitment can only be extended on the same terms with the payment of money, Purchaser shall so inform Seller by written notice. Seller shall have the option to make such payment(s). Seller shall inform Purchaser of whether Seller has exercised such option by written notice no later than (10) days after receipt of such written notice from Purchaser. If Seller determines not to make such payment(s), Purchaser shall have the option to either (i) make such payment(s) and close on title to the Unit or (ii) terminate the Purchase Agreement upon written notice to Seller, which notice shall be delivered to Seller no later than ten (10) days after receipt of such written notice from Seller, and receive a refund of the down payment plus any interest accrued.

(2) If the Commitment can only be extended at a higher interest rate (with or without an extension fee), Purchaser shall so inform Seller by written notice. Seller shall have the option

to pay such extension fee, if any, and/or buy down the interest rate (if a buy down is permitted by the Institutional Lender). Seller shall inform Purchaser of whether Seller has exercised such option by written notice no later than (10) days after receipt of such written notice from Purchaser. If Seller determines not to make such payment(s), Purchaser shall have the option to either (i) make such payments (to the extent permitted by the Institutional Lender) and close on title to the Unit or (ii) terminate the Purchase Agreement upon written notice to Seller, which notice shall be delivered no later than ten (10) days after receipt of such written notice from Seller, and receive a refund of the down payment plus any interest accrued.

c. SELLER'S EXECUTION OF THIS AGREEMENT SHALL BE CONDITIONED ON PURCHASER'S DELIVERY TO SELLER OF A LETTER FROM ~~A MORTGAGE REPRESENTATIVE~~AN INSTITUTIONAL LENDER WHICH STATES THAT PURCHASER HAS PRE-QUALIFIED FOR A MORTGAGE LOAN.

d. In the event that the Institutional Lender fails to fund the loan for any reason, other than by reason of Purchaser's acts, omissions or delay or bad faith, Purchaser shall deliver written notice to Seller which notice must cite the reason(s) that the Lender will not fund and which must give Seller not less than ten (10) business days from actual receipt of the notice an opportunity to cause the Institutional Lender to agree to fund. If Seller is able to cause the Institutional Lender to fund, title to the Unit shall close in accordance with this Agreement. If Seller is unable to cause the Institutional Lender to fund, Seller shall return to Purchaser the Down Payment and all interest accrued.

e. For the purposes hereof, the term "Institutional Lender" means any of the following that is authorized under Federal or New York State law ~~and by SONYMA~~ to issue a mortgage loan secured by the Unit and is currently extending similarly secured loan commitments in the county where the Unit is located: a local, state, or federal agency, savings bank, commercial bank, life insurance company, public real estate investment company, pension fund, or other lender approved by HPD.

9. **Default by Purchaser**. If Purchaser shall fail to pay any portion of the Purchase Price when due, or shall fail to close title on the date, hour and place specified by Seller pursuant to Paragraph 2 hereof, or shall fail to perform any of Purchaser's other obligations hereunder (including, without limitation, the obligation to furnish any lender promptly with such information as such lender may require), Seller may send notice to Purchaser of Seller's intention to cancel this Purchase Agreement if such default shall not be cured within thirty (30) days from the mailing date of such notice. TIME IS OF THE ESSENCE FOR PURCHASER TO CURE ANY DEFAULT UNDER THIS PURCHASE AGREEMENT WITHIN SUCH THIRTY (30) DAY PERIOD. "Time is of the essence" means that if such default is not cured within thirty (30) days from the mailing date of such written notice, Seller may (but shall not be obligated to) elect to cancel this Purchase Agreement by notice of cancellation to Purchaser sent after the cure period has expired. In the event that Seller shall elect so to cancel this Purchase Agreement, Seller shall certify to its attorneys, Seiden & Schein, P.C., that title has not closed because of Purchaser's default and that Seller has elected to cancel this Purchase Agreement by reason thereof, and Seiden & Schein, P.C., pursuant to Paragraph 16 hereunder, shall cause to have paid over to Seller, as liquidated damages, the Down Payment and the interest earned thereon (if any), and upon such payment being made, each of the parties hereto shall be relieved of any further

Exhibit I

By-Laws

8.13 Waiver of Right of Partition with Respect to Units Acquired on Behalf of Unit Owners as Tenants-in-Common. In the event that any Unit shall be acquired by the Residential Board or the Residential Board, or their respective designees, corporate or otherwise, on behalf of all Residential Unit Owners or all Residential Unit Owners, as the case may be, as tenants in-common, all such Unit Owners shall be deemed to have waived all rights of partition with respect to such acquired Unit as herein provided.

8.14 Payment of Assessments. No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate or lease such Unit Owner's Unit unless and until the Unit Owner shall have paid in full to the appropriate Board all unpaid Common Charges theretofore assessed by said Board against such Unit and until such Unit Owner shall have satisfied all unpaid liens against such Unit Owner's Unit other than Permitted Mortgages.

8.15 Mortgage of Units. Subject to Article 7 and Section 8.14, each Unit Owner shall have the right to mortgage such Unit Owner's Unit to a Permitted Mortgagee, provided that, with respect to any mortgage covering a Unit, the Unit Owner making such mortgage shall notify in writing the appropriate Board of the making of such mortgage.

8.16 Lease or Purchase of Residential Unit or Other Apartment for Superintendent's Residence. The Residential Board or the Condominium Board shall have the right to lease or purchase a Residential Unit or other apartment for the residence of the superintendent and shall have the right to amend, modify, extend, renew and otherwise deal in any way with respect to any such lease all without the approval of any of the Unit Owners.

8.17 Consent of Residential Unit Owners to Purchase Non-Residential Units by the Residential Board. Notwithstanding any provision herein or in the Declaration to the contrary, the Condominium Board's or the Residential Board's purchase the Amenity Unit, Commercial Unit, Community Facility Unit or Parking Unit shall require the prior approval of a Majority of Residential Unit Owners.

8.18 Restriction on Resales and Advertising. Notwithstanding anything in the By-Laws to the contrary, a Unit Owner who purchases a Unit from Declarant or its designee shall not sell or advertise for sale, or list with a broker for sale, such Unit until the one year anniversary of the closing of title of such Unit. Notwithstanding the foregoing, Purchasers who have executed Purchase Agreements before the First Amendment to the Offering Plan has been filed shall be exempt from this provision.

ARTICLE 9

CONDEMNATION

In the event of the taking in condemnation or by eminent domain of all or any part of the General or Limited Common Elements, each Board, subject to the provisions set forth below, will arrange for the prompt repair and restoration of such part of the General

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Part I

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SPECIAL RISKS

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

In order to qualify the Property for a partial real estate tax exemption under section 421-a of the New York State Real Property Tax Law ("421-a Benefits"), ten (10) of the Residential Units (herein referred to as "421-a Affordable Units") are being offered to Eligible Purchasers or renters whose annual household income is no greater than 125% of the Area Median Income ("AMI"). The program that governs the sale and ownership of the 421-a Affordable Units imposes certain obligations and risks on the 421-a Affordable Unit Owners, as well as on the Market-Rate Unit Owners, as discussed in this "Special Risks" section of the Plan, and elsewhere in this Plan.

FOR ALL PURCHASERS

1. Sponsor shall control the Residential Board until the later of (i) the date upon which Sponsor shall own Unsold Residential Units having a percent interest in the Residential Section in the aggregate of ten (10%) percent or less or (ii) five (5) years from the First Unit Closing (the "Sponsor Control Period"). After the expiration of the Sponsor Control Period, Sponsor, including any designee thereof, will relinquish control of the Residential Board of Managers and will not elect a majority of its nominees for positions on the Board of Managers, even though its total percentage of Common Interest may otherwise enable it to do so. Sponsor, during the time there are Unsold Residential Units, will have the right to, and intends to, vote the percentage of Common Interests allocated to such Units, but subsequent to relinquishing voting control of the Residential Board of Managers, Sponsor will not use such vote to elect a particular individual to the Residential Board of Managers which would, by the election of such individual, give Sponsor voting control of the Board. Notwithstanding the foregoing, Sponsor may, at its discretion, relinquish voting control of the Residential Board prior to the end of the Sponsor Control Period.

Sponsor or any Sponsor-designee shall have exclusive control over the Non-Residential Board for so long as Sponsor or its designee owns any Unsold Non-residential Units. ***Please refer to the Section entitled "Control By Sponsor" in Part I of this Plan.***

2. Sponsor is retaining the unconditional right to rent eighty-five percent (85%) of the Residential Units in the Building that are being offered under this Plan. Unless and until this Plan is abandoned, Sponsor will endeavor in good faith to sell fifteen percent

(15%) of the Residential Units, but makes no representation that it will execute Purchase Agreements to sell more than fifteen percent (15%) of the Residential Units. In the event that any of the 421-a Affordable Units are rented by Sponsor, such tenants shall be income restricted in accordance with the terms of this Plan.

3. The Commercial Unit, which is to be owned by Sponsor, includes certain spaces in the cellar and first floor of the Building that are intended for retail use, but may be used for any legal purpose, without limitation. In addition, the common residential laundry room, the bicycle storage room and the residential storage room in the cellar shall be part of the Commercial Unit, but shall be open for use by all Building residents. The washing machines and dryers in the laundry room will be coin operated or a similar system of cash or debit card. Sponsor, as the owner of the laundry room, and not the Board of Managers or any other Unit Owner, shall be entitled to all proceeds from the use of the washing machines and dryers. Sponsor reserves the right to rent, license, or sell spaces in the bicycle room and storage cages in the residential storage room to Purchasers, Unit Owners or their tenants, in its sole discretion, and to increase or decrease the number of such bicycle spaces and storage cages, in its sole discretion; provided that any licensing or sale of the bicycle spaces and storage cages (but not the rental thereof) is made pursuant to an amendment to this Plan that has been accepted for filing by the Department of Law. In the event that Sponsor does rent, license and/or sell the bicycle spaces and/or storage cages to Purchasers, Unit Owners or their tenants, the proceeds of such rental, licensing and/or sale shall be retained by Sponsor, and not by the Board of Managers or any Unit Owner.

Sponsor reserves the right to change the use of the common residential laundry room, bicycle room and the residential storage room, provided that such use is legal, and it makes no representation about what such use may or will be at any point in the future. Sponsor's use of the laundry room, bicycle room and the storage room will not be subject to the consent of any Board or any Unit Owner. However, for so long as Sponsor owns any Unsold Units, any change of use of such spaces will be disclosed in a duly filed amendment to this Plan. In addition, Sponsor reserves the right to offer the laundry room, bicycle room and the storage room, as part of one or more newly created Units, to the Board of Managers at a future date pursuant to a duly filed amendment to this Plan. While Sponsor is the owner of the residential laundry room, bicycle room and the residential storage room, the Board of Managers will cause all maintenance, repairs and replacements to be performed in such rooms and the cost thereof will be borne by the Residential Unit Owners and the Commercial Unit Owner, as part of the Common Charges, as provided in Schedule B, the budget for the first year of Condominium operation.

The Amenity Unit, which is to be owned by Sponsor, will include a child's play area and a study in the cellar, and an exercise room, a resident lounge and a children's play area on the second floor of the Building for the use of all Building residents for additional fees, the amount of which, shall not exceed 120% of the annual carrying costs for the Unit (i.e. the cost for Common Charges, real estate taxes and Special Assessments, if any). Two (2) terraces that will be appurtenant to the Amenity Unit on the second floor and on the twelfth floor of the Building, which will be Non-Residential

Limited Common Elements, will be operated by Sponsor but may be open for use by all Building residents for fees to be determined by Sponsor. The Board of Managers will cause all maintenance, repairs and replacements to be performed in the Amenity Unit and the cost thereof will be borne by the Residential Unit Owners and the Amenity Unit Owner as part of the Common Charges, as provided in Schedule B, the budget for the first year of Condominium operation.

As with the residential laundry room, bicycle room and residential storage room, Sponsor reserves the right to change the uses of the spaces in the Amenity Unit, provided that such uses are legal, and it makes no representation about what such uses may or will be at any point in the future. However, for so long as Sponsor owns any Unsold Units, any change of use of such spaces will be disclosed in a duly filed amendment to this Plan.

Sponsor reserves the right to offer the common residential laundry room, bicycle room and the residential storage room and the Amenity Unit, or any portion thereof, to the Board of Managers pursuant to a duly filed amendment to this Plan. In the event that Sponsor offers the common residential laundry room, bicycle room and the residential storage room (as part of one or more newly formed Units) and/or the Amenity Unit to the Board of Managers for no consideration, the Board of Mangers shall be required to take title to such Unit(s) and Sponsor will pay all closing cost associated with the transfer of title.

The Parking Unit, which is to be owned by Sponsor, will be a parking garage facility. The parking garage facility will be either a self-park, automated or valet garage facility. Sponsor reserves the right to operate the Parking Unit or contract with an independent operator to operate the parking garage (either at market-rate fees), or, pursuant to a duly filed amendment to this Plan, offer the Parking Unit to the public, enter into parking space license agreements with Unit Owners or to the public, or sell parking spaces, as Units to Unit Owners or to the public. Sponsor makes no guarantee about the number of parking spaces that will be available to Building residents or their guests. Therefore, some Building residents will not have access to a parking space and should be prepared to make alternate arrangements for vehicle parking. While Sponsor is the owner of the Parking Unit, Sponsor will cause the Parking Unit to be maintained, and all proceeds from the operation of the Parking Unit will be retained by Sponsor, and not the Board of Managers or any Unit Owner.

Pursuant to the Property deed ("Property Deed"), for a period of eight (8) years from the date of issuance of at least a Temporary Certificate of Occupancy for the Building, the Community Facility Unit is intended to be used for "instruction, classes, workshops, exhibitions and/or other uses involving activities in the arts, theatre, athletics and/or cultural/educational/physical fitness and other personal improvement or benefit purposes…". However, the Community Facility Unit may remain vacant for an indeterminate period of time. Sponsor makes no representation as to the actual use or uses of the Community Facilities Unit, and Sponsor reserves the right to offer the Community Facility Unit to the public at a future date pursuant to a duly filed amendment to this Plan. In addition, upon the expiration of the eight (8) year Property

Deed use restriction, the Community Facility Unit may be used for any legal purpose, without limitation.

4. On or about the date of the First Unit Closing, Sponsor will lease Unit 7C to the Board of Managers, to be used as a residence for the Condominium's superintendent. The lease term for Unit 7C will be two (2) years. The rent for Unit 7C will be $6,100 per month, commencing on the date of the First Unit Closing. The rent shall include the cost of Common Charges and real estate taxes for Unit 7C. The superintendent shall be responsible for the cost of utilities, cable, local telephone and other miscellaneous expenses.

Sponsor if offering the Board of Managers the option to purchase Unit 7C at any time during such two (2) year lease term, time being of the essence, for the offering price disclosed on **Schedule A** in this Plan. At Closing, each Purchaser, other than 421-a Unit Purchasers, shall be obligated to make a one-time contribution toward a thirty percent (30%) down payment and the closing costs associated with the purchase of Unit 7C, as provided on **Schedule A-1**, which is located in Part I of this Plan. Sponsor anticipates, but does not guaranty, that the remaining seventy percent (70%) of the purchase price of Unit 7C shall be financed through an institutional lender. Sponsor makes no representations as to the availability of such institutional financing or the terms thereof, if such institutional financing is obtained. In the event that the Board cannot obtain institutional financing for the purchase of the superintendent's Unit, Sponsor reserves the right, but shall not have the obligation, to provide financing to the Board. The financing shall be based either on on a five (5) year interest-only mortgage with a balloon payment at the end of such five (5) year term or on a thirty (30) year amortized mortgage at a fixed interest rate. The interest rate of either such mortgage shall not exceed 7% per annum.

In the event that the Board does not purchase Unit 7C on or before the end of such two (2) year lease term for any reason, there is no guarantee that Sponsor will continue to make Unit 7C available for use by the Board after the expiration of such two (2) year lease term. If Sponsor does so make the Unit 7C available, no representations are made regarding the rental or use and occupancy which will be charged by Sponsor therefor. In the event that after such two (2) year term Sponsor does not make Unit 7C available for rent by the Board, Sponsor reserves the right to offer Unit 7C for sale to the general public, and, therefore, there may be no Unit in the Building for the Condominium's superintendent to reside in. In such event, the Board shall be obligated by Law to hire a superintendent or janitor who does not reside in the Building but exclusively services the Condominium.

Prospective Purchasers are also advised that in the event that the Board does not purchase Unit 7C and Sponsor exercises its right to rent or sell Unit 7C to any other party, the one-time contributions made by Purchasers at each Closing pursuant to **Schedule A-1** shall retained by the Board, to be used in the Board's sole discretion.

Sponsor reserves the right, in its sole discretion, to substitute any other Unsold Unit for which a Purchase Agreement has not been fully executed for Unit 7C, for the purpose of housing the superintendent, pursuant to a duly filed amendment to this Plan.

Please refer to the Section entitled "Rights and Obligations of Unit Owners and the Board of Managers" and "Schedule B and Footnotes to Schedule B" in Part I of this Plan.

5. The Building will contain ten (10) 421-a Affordable Units. Section 339-m of the Condominium Act provides authority for the Board of Managers to set and collect Common Charges payable by the 421-a Affordable Unit Owners that are less than the amount that would be payable if Common Charges were allocated to each Unit based on such Unit's percentage of Common Interest. The Common Charges disclosed in **Schedule A** to this Plan were skewed in order for Sponsor to be in compliance with HPD's 421-a Rules (28 RCNY§6-09), which state that the initial offering prices of the 421-a Affordable Units must be established so that Common Charges and mortgage payments, including principal and interest (assuming that the mortgage constitutes 90% of the Purchase Price at the prevailing rate of interest), do not exceed thirty percent (30%) of 125% of AMI, adjusted for family size. In addition, as disclosed in the **Schedule B** Footnotes in Part I of the Plan, the Non-Residential Owners are obligated to pay some, but not all, types of Common Expenses, contingent upon actual use. As result, the Common Charges attributed to the Residential Units (as a group) are higher than they would be if each Unit were paying Common Charges based solely upon such Unit's percentage of Common Interest. The special allocation of Common Charges was implemented pursuant to Article 6 of the Condominium's By-Laws.

Sponsor's offer of the 421-a Affordable Units to persons with a household income of not greater than 125% of AMI is predicated upon its assumption that its acquisition of the Land from the New York State Department of Economic Development will qualify as "substantial governmental assistance," as that term is defined in the 421-a Rules. In the event that such acquisition does not qualify as "substantial governmental assistance," Sponsor will either (i) pursue some other form of substantial governmental assistance and (a) sell the 421-a Affordable Units to Eligible Purchasers with a household income of not greater than 125% of AMI, or (b) rent the 421-a Affordable Units to persons with an average household income of no more than ninety percent (90%) of AMI, or, (ii) not pursue some other form of substantial governmental assistance and either (a) offer the 421-a Affordable Units for sale to Eligible Purchasers whose annual household income is no greater than sixty percent (60%) of AMI or (b) rent the 421-a Affordable Units to persons with a household income of no more than sixty percent (60%) of AMI, or (iii) abandon the Section 421-a application as to the entire Property and either sell or rent the 421-a Affordable Units to ten (10) households with a household income of no more than 125% of AMI, in order to comply with the terms of the Property Deed. In the event that Sponsor determines to abandon the Section 421-a application, the real estate taxes that will be payable by all Unit Owners will be significantly higher than the real estate taxes that would have been payable with 421-a Benefits. Please see **Schedule A** in this Plan for disclosure of the estimated real estate taxes for each Unit with and without 421-a Benefits. ***Please also see the section of this Plan entitled "Introduction" and "421-a Affordable Units".***

6. Sponsor shall cause an application for a partial exemption from real estate taxes pursuant to Section 421-a of the Real Property Tax Law to be made ("421-a Benefits")

with the New York City Department of Housing and Preservation. Sponsor's counsel, Seiden & Schein, P.C. ("Sponsor's Counsel"), has drafted an opinion, but not a guarantee, for Sponsor which states that that the Property will be eligible for twenty (20) year final 421-a Benefits. In the event that 421-a Benefits are not granted for any reason, or if Sponsor abandons the Section 421-a application, as disclosed in this Plan, then the real estate tax obligation for the Units will be based on the Units' assessed valuation, as determined by the New York City Department of Finance, multiplied by the then-applicable tax rate and, as a result, real estate taxes would be substantially higher than if the Section 421-a Benefits had been granted. ***See the section of the Plan entitled "Real Estate Taxes," and Sponsor's Counsel's opinion in Part I of this Plan for further details.***

7. As the partial real estate tax exemption under Section 421-a of the Real Property Tax Law ("421-a Benefits"), if granted, phases-out and then expires, the Department of Finance will impose real estate taxes that are substantially higher than the estimated real estate taxes disclosed in **Schedule A** to the Plan. Since, as of the Filing Date, it is the policy of the Department of Finance to assess real estate taxes against each tax lot in the Condominium (i.e. each Unit) in accordance with each Unit's percentage of Common Interest, real estate taxes will not be skewed by the Department of Finance in favor of any Unit, and real estate taxes will not be subsidized by any other Unit Owner. Also, Purchasers are advised that the real estate taxes imposed by the Department of Finance during the 421-a Benefits phase-out period, and thereafter, will likely be higher than the projected real estate taxes without 421-a Benefits that are disclosed in the real estate tax analysis by Sponsor's real estate consultant, Israel Schechter, PLLC, which is located in Part II of this Plan. Sponsor makes no projection or other representation about the real estate taxes that the Department of Finance will impose on the Units beyond the first year of Condominium operation.

8. Pursuant to existing regulations of the Department of Law, Sponsor may declare this Offering Plan effective by selling a minimum of eight (8) Residential Units in the Building.

Purchasers should note that in the current real estate market, banks and other institutional lenders are imposing various restrictions and preconditions on purchase money financing. Such restrictions and preconditions include requiring that a certain percentage of Units in a building or group of buildings be sold before a lender will consider making a loan. Thus, it may be possible for a Purchaser to experience difficulty obtaining a loan in a building or group of buildings where the sponsor has not sold a substantial percentage of the Units, which in some cases may be as high as seventy percent (70%). Moreover, some lenders will not provide financing in a building or group of buildings where an investor other than the original sponsor has an ownership interest of ten percent (10%) or more. It may also be difficult for a Purchaser to resell an apartment if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions. ***Please refer to the Section entitled "Effective Date of Plan" in Part I of this Plan.***

9. Sponsor anticipates that the First Unit Closing will occur on or prior to January 1, 2018. Purchasers will be offered the right to rescind their Purchase Agreements if the actual date of the First Unit Closing occurs later than December 31, 2018. However, provided that the First Unit Closing occurs on or before December 31, 2018, and unless the Purchase Agreement contains an outside Closing date, Sponsor shall not be obligated to close title to any Unit within a specified time frame. ***Please refer to the Section entitled "Procedure to Purchase" in Part I of this Plan.***

10. The By-Laws of the Condominium do not include a provision that, after the initial Sponsor voting control period, a majority of the Board of Managers must be owner-occupants or members of an owner-occupant's household who are unrelated to the Sponsor and its principals. Therefore, PURCHASERS FOR THEIR OWN OCCUPANCY MAY NEVER GAIN CONTROL OF THE BOARD OF MANAGERS UNDER THE TERMS OF THIS PLAN. Further, Unit Owners who are owner-occupants and Unit Owners who are non-residents (including Sponsor) may have inherent conflicts on how the Condominium should be managed because of their differing reasons for purchasing (i.e. purchase of a Residential Unit as a home as opposed to an investment). ***Please refer to the Section entitled "Control By Sponsor" and "Board of Managers" in Part I of this Plan.***

11. As long as the Sponsor or any Sponsor-designee shall continue to own a Unit, the Board of Managers may not, without the Sponsor's or Sponsor-designee's prior written consent, (i) amend the Declaration or the Bylaws so as to in any way adversely affect the Sponsor or its designees, or (ii) interfere with: the offer, sale or leasing of Units at the Property; the operations of general or sales or leasing offices at the Property; or actions necessary for renovation, repair or correction at the Property, as required by Sponsor. ***Please refer to the Section entitled "Control By Sponsor" in Part I of this Plan.***

12. At the time that a Purchase Agreement for a Market-Rate Unit is executed by a Market-Rate Purchaser, each Market-Rate Unit Purchaser is required to make a down payment to Sponsor's attorney, Seiden & Schein P.C., as Escrow Agent ("Escrow Agent"), in an amount equal to twenty percent (20%) of the purchase price of such Market-Rate Unit. At the time that a Purchase Agreement for a 421-a Affordable Unit is executed by a 421-a Affordable Unit Purchaser, each Affordable 421-a Unit Purchaser is required to make a down payment to Escrow Agent in the amount of ten percent (10%) of the purchase price of such 421-a Affordable Unit (with respect to both types of Purchase Agreements, the "Down Payment"). In the event that any Purchaser defaults under the Purchase Agreement, time shall be of the essence for Purchaser to cure such default. "Time of the essence" means that if the Purchaser does not cure such default within thirty (30) days after Sponsor gives written notice to the Purchaser of such default, Sponsor may, at its option, cancel such Purchase Agreement and retain, as liquidated damages, the Down Payment made by the Purchaser, together with interest earned thereon, if any. Additionally, if a Purchaser fails for any reason to close title to the Unit on the originally scheduled Closing Date and Sponsor elects not to cancel that Purchaser's Agreement as a result of the same, the closing apportionments to be made at the Closing will be made as of midnight of the day of the originally scheduled Closing Date. ***Please refer to the Section entitled "Procedure to Purchase" in Part I of this Plan***.

13. The Purchase Agreement is not contingent upon the Purchaser obtaining mortgage financing. Once a Purchaser signs the Purchase Agreement, the Purchaser shall be obligated to close the transaction whether or not the Purchaser obtains a mortgage. In the event a Purchaser does not have sufficient funds to pay the balance of the Purchase Price due at the Closing, for any reason whatsoever, Purchaser shall be deemed to be in default under the Purchase Agreement. ***Please refer to the Section entitled "Procedure to Purchase" in Part I of this Plan for further discussion.***

14. No bond or other security has been furnished to secure the performance of the Sponsor's obligations. Although at the time the Offering Plan is accepted for filing the Sponsor will be financially capable of performing Sponsor's obligations, the subsequent ability of the Sponsor to perform its obligations will depend upon Sponsor's financial condition at that time. ***Please refer to the Section entitled "Rights and Obligations of Sponsor" in Part I of this Plan.***

15. Sponsor shall not be required to offer a right of first refusal or seek or obtain approval (as the case may be) from any Board for any transfer, lease of, or alterations, repairs or improvement to its Units (provided that such alterations, repairs or improvements comply with applicable laws). ***Please refer to the Section entitled "Rights and Obligations of Sponsor" in Part I of this Plan.***

16. Market-Rate Unit Purchasers shall be required to pay the New York City and New York State Transfer Taxes, ("Transfer Taxes") due upon their purchase of a Market-Rate Unit, in addition to the so-called New York State "Mansion Tax," which is due on any Unit that has a purchase price of $1,000,000.00 or more. Although Transfer Taxes are customarily paid by the seller in single-family and other covered transactions (other than condominium developments), the responsibility for payment of such taxes may be modified by contract. It is now customary in New York City for Purchasers of Units from a sponsor of condominium developments to pay Transfer Taxes. The New York City Department of Finance and New York State Department of Taxation and Finance each take the position that where the Purchaser pays Transfer Taxes, the amount thereof will be added to the taxable consideration, thereby increasing the amount of the tax due from Purchaser. In addition, where the Purchase Price of the Market-Rate Unit is close to, but less than, $1,000,000.00 and Purchaser pays the Transfer Taxes, the "Mansion Tax" may become due and payable to New York State as a result of such additional taxable consideration. ***Please refer to the Section entitled "Unit Closing Costs and Adjustments" in Part I of this Plan.***

17. In accordance with the terms of this Plan, Sponsor has the right to sell Units to Purchasers for investment or resale. Accordingly, it is possible that certain Unit Owners will not be residents of the Building. In addition, a Purchaser may be acquiring a Unit that has been previously occupied, but such Unit will be delivered at closing free and clear of all leases and tenancies except as may otherwise be agreed to in writing by the parties. ***Please refer to the Section entitled "Rights and Obligations of Sponsor" in Part I of this Plan.***

18. There is no limit on the number of Unit Owners who may purchase for investment rather than personal occupancy. Consequently, there may always be a substantial percentage of Unit Owners who are non-residents. ***Please refer to the Section entitled "Board of Managers" in Part I of this Plan.***

19. Due to the size of the Building and the complex process of constructing a building in general, prospective Purchasers are advised that for a period of time following the First Unit Closing construction on and within the Building will likely be ongoing. During at least the first year of Condominium operation, construction workers will likely be on site performing construction work on various parts of the Building. As such, prospective Purchasers are advised that the Building's systems, including, but not limited to, the elevator, heating, cooling, air conditioning ventilation system, and water system may be disrupted from time to time. Prospective Purchasers are advised that all of the foregoing work may be noisy and disruptive while being performed. In addition, prospective Purchasers are advised that the decoration and finishing of the Common Elements, including, but not limited to, the lobby and Building corridors may not be fully complete at the time of the First Unit Closing, and may, in fact, proceed for some time after the First Unit Closing, as each floor of the Building is completed. In addition, certain Common Elements may not be available until the Building is fully operational.

20. While Units are being offered for sale or lease by Sponsor or its designees, there will be a greater number of visitors to the Building than would otherwise be the case. Sponsor shall have the right to show Units to prospective Purchasers or tenants without the consent of any Board or Unit Owner. No representation or warranty is made and no assurance is given as to when such selling or leasing activity will terminate. Neither Sponsor or its designee nor the Managing Agent shall be liable or responsible for any personal injury or for any loss or damage to personal property which may result from the failure of the Condominium's security systems and procedures, including, without limitation, those procedures with regard to any delivery of packages, provided that any such failure is not caused by the negligence of Sponsor or its designees, the Managing Agent or their respective agents.

21. Residential Units 8A, 8C, 9A, 10A and 11A shall be heated via split heat pump systems with condensing units on the roof of the Building. The split heat pump systems run on electricity which is individually metered to each Residential Unit. As such, the electric consumption and expenses in Residential Units 8A, 8C, 9A, 10A and 11A will be higher than in other Residential Units of comparable size. The estimated cost of electricity for each Residential Unit is disclosed in **Schedule B-1**, which is located in Part I of this Plan. All maintenance, replacements, or repairs with respect to such equipment, shall be the Unit Owner's responsibility at such Unit Owner's sole cost and expense. Maintenance obligations with respect to the equipment include, but are not limited to, periodically replacing air filters and ensuring that the equipment is supplied with an adequate amount of coolant. Unit Owners shall be responsible for hiring a service contractor to maintain the condensing equipment. ***Please refer to the Sections entitled "Description of Property and Improvements" in Part I of this Plan and the Description of Property and Specifications, in Part II of this Plan.***

22. Sponsor caused an extensive remedial investigation to be performed by Environmental Business Consults from approximately April 9, 2014 to April 16, 2014, in accordance with a Remedial Investigation Work Plan, the executive summary of which is located in Part II of this Plan and the entirety of which is available, upon request, from the Sponsor. The investigation identified the nature, areas and extent of contamination. It detailed a comprehensive plan for remedying the contamination and rendering the Property safe for residential and commercial use, as well as a schedule for completion of the remediation.

The New York State Brownfield Cleanup Program accepted the site on or about April 10, 2014, and a Brownfield Cleanup Agreement was signed on April 21, 2014 by the New York State Department of Environmental Conservation ("NYCDEC"). An environmental remediation plan ("Alternative 1") was decided upon in order to achieve certain cleanup objectives, which will also enable the Sponsor to develop the Property. In addition, specific alternative actions have been proposed in the event that the Alternative 1 cleanup is not achieved including, but not limited to, continuous monitoring. ***Please refer to the Sections entitled "Description of Property and Improvements" in Part I of this Plan for further disclosure.***

23. After completion of construction, the Sponsor will apply for a Certificate of Occupancy from the New York City Department of Buildings for the Building. The Sponsor will obtain a Temporary Certificate of Occupancy prior to the First Unit Closing and will seek to obtain a Final Certificate of Occupancy ("FCO") within two (2) years of the issuance of first Temporary Certificate of Occupancy for the Building, barring delays caused by *force majeure* or other reasons beyond the control of Sponsor. If the First Unit Closing occurs prior to the issuance of an FCO for the Building, Sponsor shall maintain in escrow an amount reasonably necessary to complete the work required to obtain an FCO, as determined and certified by Sponsor's architect. Purchasers are encouraged to review the New York City Department of Buildings Website for information on Certificates of Occupancy. ***Please refer to the Sections entitled "Description of Property and Improvements" and "Rights and Obligations of Sponsor" in Part I of this Plan.***

24. 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 TCOs. Certificates of Occupancy are generally governed by Section 301 of the New York Multiple Dwelling Law and local building codes and rules. Both TCOs and 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 ninety (90) days after the date of its 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 of the units are covered by a TCO rather than an FCO. Sponsor anticipates that this

scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to expiration thereof, and make reasonable efforts to obtain a FCO which covers the entire Building within two (2) years from the date of issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that DOB will issue the FCO within such two (2) year period. Unit Owners and the Board of Managers shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings.

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

Please refer to the Sections entitled "Description of Property and Improvements" and "Rights and Obligations of Sponsor" in Part I of this Plan.

25. The approximate floor area of each Unit has been measured horizontally from (i) the exterior face of any exterior walls directly enclosing the unit (perimeter and mechanical pipes are not deducted); (ii) the centerline of any wall or partition separating the Unit from another Unit; and (iii) the outside face of any demising wall or partition separating the Unit from any Common Elements, mechanical areas, elevator shafts, egress stairs or trash rooms where those elements do not exclusively serve the Unit. Where a furring wall or chase space serving the Unit is adjacent to the structural shear wall bounding the egress stair, the area is taken to the inside face of structural shear wall. Since the area calculations are not based upon measurements from interior surfaces of interior walls, the usable floor area of the Units is less than the area listed in **Schedule A**. **Schedule A** is located in Part I of this Plan.

26. Prospective Purchasers are advised that all deposits and Down Payments will be held in the escrow account maintained at Wells Fargo Bank, N.A. by Seiden & Schein, P.C., as escrow agent (the "Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit (the "Maximum Amount"). Any other funds Purchaser has in an account at Wells Fargo Bank, N.A. will be included in the Maximum Amount. Purchasers making Down Payments in excess of $250,000 are advised that FDIC deposit insurance does not cover deposited monies in excess of the Maximum Amount. ***Please refer to the Sections entitled "Procedure to Purchase" in Part I of this Plan and the Purchase Agreement in Part II of this Plan.***

27. The Common Interest of each of the Units has been determined pursuant to Section 339-i(1)(iv) of the Condominium Act and accordingly based upon a comparison of the floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit. Based upon final specifications, construction conditions and/or "as-built" plans for the Building reflecting relative measurements, areas and uses of portions of the Building, application of such method of allocation of Common Interest may justify a minor increase or decrease in the aggregate Common Interest appurtenant

to certain Units, or all Units. In such event, the Common Interest appurtenant to such Units would be adjusted (by a minimal amount) pro-rata. Sponsor expressly reserves the right, from time to time, to effect such a change in the Common Interests and to amend the Plan so as to reflect the same. Notwithstanding the foregoing, after the recording of the Declaration, no change in any Unit's Common Interest will be made without obtaining the prior consent of all Unit Owners affected by such change. ***Please refer to the Section entitled "Rights and Obligations of Sponsor" in Part I of this Plan.***

28. Pursuant to a recorded easement agreement by and between a predecessor in interest to the Property and the City of New York, acting through its Borough of Transportation (the "City"), the City installed subway stairs beneath a portion of the Property. The easement agreement also provides the City with the right, a future date, to construct and maintain one or more subway entrances adjacent to, and within, the Property. ***For further information see the section of this Plan entitled "Description of Property and Improvements" and "Terms of Sale."***

29. Sponsor shall cause hardwood flooring to be installed in each Unit. Hardwood flooring is a natural, organic product and has variations in appearance, grain, and color. Hardwood flooring requires periodic maintenance. If not properly maintained, the wood will naturally discolor, decay, splinter, check, and split. Installation of a hardwood floor may result in some settling and/or spaces between the wood boards. Spacing between the installed wood planks is typical and will vary with humidity and temperature fluctuation. Wood floors will expand and shrink, thereby exposing gaps periodically. The Sponsor will intentionally not fill the area between the flooring and the baseboards so as to accommodate the natural expansion of the flooring. If these areas were to be completely filled, the floors would not have the room to expand and the floors would buckle over time. Hardwood floors do creak and bend slightly when stepped upon regardless of the workmanship.

Stone countertops have the same natural properties as described in relation to hardwood flooring. Variation of color, texture, and pattern of the wood and stone is naturally occurring and is typical. In addition, wood and stone are porous materials and are susceptible to staining and scratches. It is the Unit Owner's responsibility to maintain all wood and stone surfaces in the Unit in accordance with the manufacturer's or installer's directions. ***Please refer to the Section entitled "Description of Property and Improvements" in Part I of this Plan.***

30. The building adjacent to the Building on West 110th Street has cellular towers and related equipment which will be visible from certain Units on the eastern side of the Building.

31. There will be a driveway area adjacent to the Commercial Unit which Sponsor anticipates will be accessible to all Residential Unit Owners for picking up and dropping off passengers and packages, but not for parking. However, because the driveway area will be part of the public street, which is owned and controlled by the City of New York, Sponsor makes no guarantee that the driveway area will continue to be accessible to

Building residents in the future. In addition, the Commercial Unit Owner (i.e. Sponsor) reserves the right to use the driveway area for outdoor seating or other legal uses.

32. In the event that Sponsor does not comply with certain terms of the Property Deed by and between the New York City Economic Development Corporation ("EDC") and Sponsor, EDC shall have the right to re-enter and reacquire the Unsold Units, subject to certain rights of Sponsor to cure such non-compliance. However, EDC will have no re-entry and recapture rights with respect to any Units, or their respective Residential Limited Common Elements once such title to such Units has been conveyed to Purchasers, provided that Sponsor adheres to the requirement to sell or rent not less than twenty percent (20%) of the Residential Units to households with an income of not greater than 125% of AMI. Purchasers are advised to read the Property Deed which was recorded on January 21, 2014 as CRFN 2014000024658.

FOR PURCHASERS OF 421-A AFFORDABLE UNITS:

1. To encourage long term ownership of the 421-a Affordable Units by an initial Purchaser of the 421-a Affordable Units from Sponsor, such 421-a Affordable Unit Purchasers shall be required to execute an Agreement of Covenants and Restrictions, to be recorded with the Register's Office. The Agreement of Covenants and Restrictions shall require such 421-a Affordable Purchaser to pay over to Sponsor a certain portion of such 421-a Affordable Unit Purchaser's net profits upon the re-sale of such Purchaser's 421-a Affordable Unit. The portion of such Purchaser's net profits to be paid to Sponsor at re-sale is provided in the Agreement of Covenants and Restrictions. Sponsor believes that obligating initial Purchasers of 421-a Affordable Units from Sponsor to pay a portion of such Purchasers net profits to Sponsor is not a "private transfer fee" within the meaning of Section 472 of the New York Real Property Law because the payment of such net profits by such Purchaser to Sponsor is a one-time obligation which does not bind successors in title to such 421-a Affordable Units. A form of Agreement of Covenants and Restrictions is located in Part II of this Plan.

2. Pursuant to the By-Laws, initial 421-a Affordable Unit Purchasers shall not be permitted to enter into any occupancy agreements (e.g. a lease or license), for their 421-a Affordable Unit while the Property is receiving 421-a Benefits. However, the By-Laws do not preclude bona fide re-sale purchasers of 421-a Affordable Unit from entering into occupancy agreements for such re-sale purchaser's 421-a Affordable Unit, subject to the Board of Manager's right of first refusal. ***Please refer to the Sections entitled "421-a Affordable Units" in Part I of this Plan.***

3. The rules which govern the 421-a program (28 RCNY §6-09, the "421-a Rules") are silent as to any income and re-sale price restrictions on re-sale purchasers of 421-a Affordable Units. For the purpose of disclosure in this Plan, Sponsor assumes that there are no government-imposed 421-a income and re-sale price restrictions on the 421-a Affordable Units after the initial sale of such 421-a Affordable Units to a Purchaser. Sponsor makes no representation, guarantee or warranty that the 421-a Rules will not be

amended at some future date to provide for certain government-imposed income and re-sale price restrictions.

4. The prices of the 421-a Affordable Units have been established by the Sponsor in accordance with the 421-a Rules and are not subject to review or approval by the Department of Law.

DEFINITIONS

"421-a Affordable Unit"	One of ten (10) Residential Units referenced in **Exhibit B-1** to the Declaration which are being offered to qualified Purchasers whose income is no greater than 125% of AMI pursuant to Section 421-a of the New York State Real Property Tax Law and Title 28 Section 6-09 of the Rules of the City of New York (collectively, "421-a Affordable Units").
"421-a Affordable Unit Owner"	Any owner of a 421-a Affordable Unit. All such owners are herein collectively referred to as "421-a Affordable Unit Owners".
"421-a Affordable Unit Purchaser"	Any Person who has entered into a Purchase Agreement with Sponsor to purchase a 421-a Affordable 421-a Unit which has not been terminated or cancelled.
"421-a Rules"	28 RCNY§§6-01 through 6-09.
"Amenity Unit"	A Unit designated as an Amenity Unit in the Declaration.
"Amenity Unit Owner"	Any owner of an Amenity Unit.
"Appurtenant Interest"	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 Board of Managers 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.
"Area Median Income" or "AMI"	The area median income for the New York metropolitan statistical area as determined by the United States Department of Housing and Urban Development (HUD) under the United States Housing Act of 1937.
"Board of Managers" or "Condominium Board"	The overall board of managers of the Condominium, consisting of representatives of the

	Residential Board and of the Non-Residential Board.
"Building"	The structure located at 2040 Frederick Douglass Boulevard (also known as 285 West 110th Street), New York, New York.
"Closing"	The consummation of the transfer of fee title to the Unit in question to a Purchaser pursuant to a fully executed Purchase Agreement.
"Closing Date"	The date upon which a Closing occurs.
"Commercial Unit"	A Unit designated as a Commercial Unit in the Declaration.
"Commercial Unit Owner"	Any owner of a Commercial Unit.
"Common Charges"	Each Unit's proportionate share of the Common Expenses in accordance with its Common Interest.
"Common Elements"	All portions of the Property other than the Units. Common Elements are comprised of General Common Elements, Residential Common Elements, Non-Residential Common Elements and Limited Common Elements.
"Common Expenses"	The General Common Expenses, the Residential Common Expenses and the Non-Residential Common Expenses.
"Common Interest"	The proportionate, undivided interest in fee simple absolute in the Common Elements appertaining to each Unit as expressed in the Declaration.
"Community Facility Unit"	A Unit designated as a Community Facility Unit in the Declaration.
"Community Facility Unit Owner"	Any owner of the Community Facility Unit.
"Condominium"	A form of ownership of real property in which individual Units as component parts of a whole are owned in fee simple with the right of exclusive use by separate individuals or entities, which separate individuals and/or entities jointly own those parts of the whole designated as Common Elements. In the context of this Offering Plan, the term

	"Condominium" specifically refers to The Sutton Condominium.
"Condominium Act"	Article 9-B of the Real Property Law of the State of New York, as the same may be amended from time to time.
"Condominium Documents"	The Declaration and all Schedules thereto, the By-Laws, the Rules and Regulations, the Floor Plans, form of Unit Deed and the form of Unit Owners Power of Attorney.
"Declarant"	The Sponsor of this Offering Plan, or its designee. References to Declarant's rights throughout the Offering Plan, including the Declaration, are valid for so long as the Declarant has an ownership interest the Property.
"Declaration" or "Declaration of Condominium"	The instrument, as may be amended from time to time, by which the Property is submitted to the provisions of the New York State Condominium Act, consistent with the provisions of the New York Condominium Act and the By-Laws.
"Department of Law"	The New York State Department of Law.
"Eligible Purchaser"	A Purchaser who qualifies for the purchase of a 421-a Affordable Unit pursuant to the 421-a Rules.
"Family Member"	A parent; sibling; child by blood, adoption, or marriage; spouse; grandparent or grandchild.
"Filing Date"	The date that the Plan is accepted for filing by the Department of Law.
"First Unit Closing"	The first Closing of title with a bona fide Purchaser of a Unit.
"Floor Plans"	The floor plans of the Units certified by a registered architect or licensed professional engineer, and filed in the Register's Office simultaneously with the recording of the Declaration, together with any supplemental floor plans thereto.
"GBL"	Section 352-e of the New York State General Business Law.

"General Common Charges"	Assessments payable to the Condominium Board by the Residential Board and the Non-Residential Board for the purpose of meeting General Common Expenses.
"General Common Elements"	The Land and all parts of the Building, including its foundations, support and main roof, other than the Units, the Residential Common Elements, the Residential Limited Common Elements, the Non-Residential Common Elements and the Non-Residential Limited Common Elements.
"General Common Expenses"	Costs and expenses incurred or projected in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the General Common Elements.
"HPD"	The New York City Department of Housing Preservation and Development.
"Insurance Trustee"	A bank, a trust company or savings and loan association, having an office in the City of New York, from time to time appointed to serve as such by the Condominium Board.
"Land"	All that certain tract, plot, piece and parcel of land situate, lying and being in the City and State of New York, County of New York, as more particularly described in **Exhibit A** to the Declaration.
"Law"	The laws and ordinances of any or all of the Federal, New York State, New York City, New York County 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.
"Majority of Unit Owners"	Majority of Unit Owners means either (i) more than fifty per cent in Common Interest in the aggregate, or (ii) more than fifty per cent in number of Units in the aggregate, or (iii) more than fifty per cent in the aggregate in both Common Interest and in number of Units, as may be specified herein or in the

	Declaration or the By-Laws with respect to any matter or matters. Any specified percentage of Unit Owners means (i) such percentage in Common Interest in the aggregate, or (ii) such percentage in number of Units in the aggregate, or (iii) such percentage in Common Interest and such percentage in number of Units, as may be specified herein or in the Declaration or the By-Laws with respect to any matter or matters, provided, however, that different percentages in interest and in number of Units may be so specified.
"Managing Agent"	A person employed by the Condominium Board pursuant to Article II, Section 3 of the By-Laws, who shall undertake to perform the duties and services that the Condominium Board shall direct and who shall have whatever powers the Condominium shall delegate, subject to the limitations contained in such Section of the By-Laws.
"Market-Rate Unit"	One of thirty-nine (39) Residential Units which are being offered at market rate (collectively, Market-Rate Units"). The prices of Market-Rate Units have been established solely by Sponsor and are not subject to the review or approval by the Department of Law or any other governmental agency.
"Market-Rate Unit Owner"	Any owner of a Market-Rate Unit. All such owners are collectively referred to as "Market-Rate Unit Owners".
"Market-Rate Unit Purchaser"	Any Person who has entered into a Purchase Agreement with Sponsor to purchase a Market-Rate Unit which has not been terminated or cancelled.
"Non-Residential Board"	The board of managers comprised of representatives of the Non-Residential Unit Owners.
"Non-Residential Common Charges"	Assessments payable to the Non-Residential Board by the Non-Residential Unit Owners for the purpose of meeting (a) Non-Residential Common Expenses and (b) each Non-Residential Unit Owner's pro rata share of General Common Expenses.

"Non-Residential Common Elements"	Those Common Elements which serve or benefit exclusively the Non-Residential Units and/or the Non-Residential Unit Owners.
"Non-Residential Common Expenses"	Costs and expenses incurred or projected in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the Non-Residential Common Elements.
"Non-Residential Common Interest"	The proportionate undivided interest, expressed as a numerical percentage, of the Non-Residential Common Elements appertaining to the Non-Residential Unit determined in accordance with the Declaration.
"Non-Residential Limited Common Elements"	Those Non-Residential Common Elements which serve or benefit, or are controlled by, one or more but not all of the Non-Residential Units and/or the Non-Residential Unit Owners.
"Non-Residential Unit"	Any of the Commercial Unit, the Community Facility Unit, Parking Unit and the Amenity Unit. Such Units are collectively referred to herein as the "Non-Residential Units".
"Non-Residential Unit Owners"	Collectively, the Commercial Unit Owner, the Community Facility Unit Owner, the Parking Unit Owner, and the Amenity Unit Owner.
"Non-Residential Section"	The Commercial Unit(s), Community Facility Unit, the Non-Residential Common Elements and the Non-Residential Limited Common Elements.
"Offering Plan"	The document filed with the New York State Department of Law which describes the Condominium property and pursuant to which individual Units in the Condominium are offered for sale, as the same may be amended from time to time. Sometimes herein referred to as the "Plan".
"Operation of the Property"	The administration and operation of the Property and the maintenance, repair and replacement of, and

	the making of any additions and improvements to, the Common Elements.
"Parking Unit"	A Unit designated as a Parking Unit in the Declaration.
"Parking Unit Owner"	Any owner of the Parking Unit.
"Permitted Mortgage"	A mortgage placed on a Unit made to a bank, trust company, insurance company, federal savings and loan association, pension fund or other institutional lender, the Sponsor, Sponsor-designee or the Seller of the Unit.
"Permitted Mortgagee"	The holder of a Permitted Mortgage or a guarantor of record.
"Purchase Agreement"	The agreement to purchase a Unit pursuant to this Offering Plan.
"Person"	A natural person, corporation, partnership, association, limited liability company, trustee or other legal entity.
"Power of Attorney"	The document, signed by Unit Owners, which appoints: (i) the Board of Managers, as attorney-in-fact, to acquire, on behalf of all Unit Owners, any Unit which the Unit Owner thereof wishes to sell or abandon, together with the Appurtenant Interests thereto, and to deal with any such Units so acquired as they may determine; and (ii) the Sponsor, as attorney-in-fact, to amend the Declaration, the By-Laws, and the Rules and Regulations of the Condominium, or any of said documents, under certain conditions set forth in the Power of Attorney.
"Primary Residence":	A 421-a Affordable Unit Owner's residence in the Unit for 183 days or more in the preceding calendar year, unless such Unit Owner proves, by providing documentation, that his or her residence in the Unit for less than 183 days was caused by (i) active service in the Armed Forces of the United States;

	(ii) a serious/long-term disability requiring hospitalization or rehabilitation; (iii) involuntary institutionalization; or (iv) the Unit Owner began occupancy during the preceding calendar year.
"Property"	Means and includes the Land, the Building and all other improvements thereon, owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, which have been or are intended to be submitted to the provisions of the New York State Condominium Act.
"Purchaser"	Any Person who has entered into an agreement with Sponsor to purchase any Unit which agreement has not been terminated or cancelled.
"Recording officer" and "Recording" or "Recorded"	Shall have the meanings stated in section two hundred ninety of the New York State Real Property Law.
"Register's Office"	The City Register of the City of New York.
"Residential Board"	The board of managers representing the Residential Unit Owners.
"Residential Common Charges"	Assessments payable to the Residential Board by the Residential Unit Owners for the purpose of meeting (a) Residential Common Expenses and (b) each Residential Unit Owner's pro rata share of General Common Expenses.
"Residential Common Elements"	Those Common Elements which serve or benefit exclusively the Residential Units and/or the Residential Unit Owners.
"Residential Common Expenses"	Costs and expenses incurred or projected in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the Residential Common Elements and/or the Residential Limited Common Elements (to the extent that such expenses are not the obligation of the Residential Unit Owners owning the Residential Units to which the Residential Limited Common Elements are appurtenant) or in connection with any

	services or facilities exclusively benefiting the Residential Section or the Residential Unit Owners.
"Residential Common Interest"	The proportionate undivided interest, expressed as a numerical percentage, of the Residential Common Elements appertaining to each Residential Unit determined in accordance with the Declaration. The Residential Common Interest is the basis of determining a Unit Owner's liability for a share of the Residential Common Expenses.
"Residential Limited Common Elements"	Those Residential Common Elements which serve or benefit one or more but not all of the Residential Units and/or the Residential Unit Owners.
"Residential Section"	The Residential Units, the Residential Common Elements and the Residential Limited Common Elements.
"Residential Unit"	Any Unit designated as a Residential Unit in the Declaration. All such Residential Units, are, collectively, referred to as the "Residential Units". The Market-Rate Units and the 421-a Affordable Units are all Residential Units.
"Residential Unit Owner"	Any owner of a Residential Unit, and all such owners are collectively referred to as "Residential Unit Owners".
"Rules and Regulations"	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.
"Special Assessment"	The charge allocated and assessed by the Board of Managers 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.
"Sponsor"	The promoter of a project and/or an offering plan to convert a particular parcel of property to cooperative or condominium ownership. Crescent

	110 Equities LLC is the Sponsor of this Offering Plan.
"Sponsor-designee"	Any Person designated by Sponsor to hold title to any Unit. Sponsor's statement in writing that a Person is a Sponsor-designee shall be conclusive evidence of such status so as to entitle such Person to all the rights of a Sponsor-designee under this Offering Plan. A Sponsor-designee shall have the right to designate a Person to succeed to its rights and any such designee shall also be deemed a "Sponsor-designee".
"Unit"	Any space in the Building designated as a Unit, and all such Units are collectively referred to as the "Units".
"Unit Owner"	The Person or Persons owning a Unit in fee simple absolute, and all such unit Owners are collectively referred to as the "Unit Owners."
"Unit Deed"	The deed transferring title to a specified Unit from Sponsor to Purchaser in fee simple absolute.
"Unit Designation"	The number, letter or combination thereof or other official designations conforming to the tax lot number, if any, designating the Unit in the Declaration and on the Floor Plans.
"Unsold 421-a Affordable Unit"	Any 421-a Affordable Unit owned by Sponsor or its designee at the time in question.
"Unsold Market-Rate Unit"	Any Market-Rate Unit owned by Sponsor or its designee at the time in question.
"Unsold Non-Residential Unit"	Any Non-Residential Unit owned by Sponsor or its designee at the time in question.
"Unsold Residential Unit"	Any Residential Unit owned by Sponsor or its designee at the time in question.
"Unsold Units"	Any Unit owned by Sponsor or its designee at the time in question.

INTRODUCTION

The Sponsor under this Plan is Crescent 110 Equities LLC, a Delaware limited liability company, having an address at 316 West 118th Street, New York, New York 10026. Sponsor acquired title to the Property from the New York City Economic Development Corporation ("EDC") by deed dated as of December 18, 2013 (the "Property Deed").

The purpose of the Plan is to set forth all the terms of the offer so that prospective Purchasers have an adequate basis upon which to determine whether to purchase Units in the Condominium. The Plan may be amended from time to time by duly filing an amendment with the New York State Department of Law. All filed amendments will be served on (i) Purchasers who have executed and delivered Purchase Agreements to the Sponsor or the Selling Agent and whose Purchase Agreements are in effect, (ii) Unit Owners, and (iii) any other person who is required by law to receive such amendment. Service shall be by personal delivery, ordinary mail or registered mail. Service by personal delivery is deemed complete upon delivery. Service by mailing shall be presumed complete on the fifth day after the date of mailing.

The Condominium will be organized pursuant to Article 9B of the Real Property Law of the State of New York, as amended, which is commonly known as the New York Condominium Act (hereinafter referred to as the "Condominium Act").

The Building is being newly constructed. It shall consist of forty-nine (49) Residential Units, one (1) Commercial Unit, one (1) Community Facility Unit, one (1) Parking Unit and one (1) Amenity Unit. The Commercial Unit, Community Facility Unit, Parking Unit and Amenity Unit are from time to time referred to in this Plan individually as a "Non-Residential Unit" and collectively as the "Non-Residential Units." Sponsor will be the owner of all of the Non-Residential Units, but Sponsor reserves the right to offer one or more Non-Residential Units, as disclosed further below. Thirty-eight (38) of the Residential Units are being offered to the public at market-rate prices ("Market-Rate Units"). In addition, Residential Unit 7C, which is also a Market-Rate Unit, will be used to house the Condominium's superintendent. Sponsor intends to rent Residential Unit 7C to the Board of Managers for the first two (2) years of Condominium operation. The Board of Managers will also have the option of purchasing Residential Unit 7C for the offering price disclosed in **Schedule A** to this Plan. Further details about Residential Unit 7C are disclosed in **Schedule B** to this Plan.

The Commercial Unit, which is to be owned by Sponsor, includes certain spaces in the cellar and first floor of the Building that are intended for retail use, but may be used for any legal purpose, without limitation. In addition, the common residential laundry room, the bicycle storage room and the residential storage room in the cellar shall be part of the Commercial Unit, but shall be open for use by all Building residents. The washing machines and dryers in the laundry room will be coin operated or a similar system of cash or debit card. Sponsor, as the owner of the laundry room, and not the Board of Managers or any other Unit Owner, shall be entitled to all proceeds from the use of the washing machines and dryers. Sponsor reserves the right to rent, license, or sell spaces in the bicycle room and storage cages in the residential storage room to

Purchasers, Unit Owners or their tenants, in its sole discretion, and to increase or decrease the number of such bicycle spaces and storage cages, in its sole discretion; provided that any licensing or sale of the bicycle spaces and storage cages (but not the rental thereof) is made pursuant to an amendment to this Plan that has been accepted for filing by the Department of Law. In the event that Sponsor does rent, license and/or sell the bicycle spaces and/or storage cages to Purchasers, Unit Owners or their tenants, the proceeds of such rental, licensing and/or sale shall be retained by Sponsor, and not by the Board of Managers or any Unit Owner.

Sponsor reserves the right to change the use of the common residential laundry room, bicycle room and the residential storage room, provided that such use is legal, and it makes no representation about what such use may or will be at any point in the future. Sponsor's use of the laundry room, bicycle room and the storage room will not be subject to the consent of any Board or any Unit Owner. However, for so long as Sponsor owns any Unsold Units, any change of use of such spaces will be disclosed in a duly filed amendment to this Plan. In addition, Sponsor reserves the right to offer the laundry room, bicycle room and the storage room, as part of one or more newly created Units, to the Board of Managers at a future date pursuant to a duly filed amendment to this Plan. While Sponsor is the owner of the residential laundry room, bicycle room and the residential storage room, the Board of Managers will cause all maintenance, repairs and replacements to be performed in such rooms and the cost thereof will be borne by the Residential Unit Owners and the Commercial Unit Owner, as part of the Common Charges, as provided in Schedule B, the budget for the first year of Condominium operation.

The Amenity Unit, which is to be owned by Sponsor, will include a child's play area and a study in the cellar, and an exercise room, a resident lounge and a children's play area on the second floor of the Building for the use of all Building residents for additional fees, the amount of which, per person, shall not exceed 120% of the carrying costs for the Unit (i.e. the cost for Common Charges, real estate taxes and Special Assessments, if any). Two (2) terraces that will be appurtenant to the Amenity Unit on the second floor and on the twelfth floor of the Building, which will be Non-Residential Limited Common Elements, will be operated by Sponsor but may be open for use by all Building residents for fees to be determined by Sponsor. The Board of Managers will cause all maintenance, repairs and replacements to be performed in the Amenity Unit and the cost thereof will be borne by the Residential Unit Owners and the Amenity Unit Owner as part of the Common Charges, as provided in Schedule B, the budget for the first year of Condominium operation.

As with the residential laundry room, bicycle room and residential storage room, Sponsor reserves the right to change the uses of the spaces in the Amenity Unit, provided that such uses are legal, and it makes no representation about what such uses may or will be at any point in the future. However, for so long as Sponsor owns any Unsold Units, any change of use of such spaces will be disclosed in a duly filed amendment to this Plan.

Sponsor reserves the right to offer the common residential laundry room, bicycle room and the residential storage room and the Amenity Unit, or any portion thereof, to the Board of Managers pursuant to a duly filed amendment to this Plan. In the event that Sponsor offers the common residential laundry room, bicycle room and the residential

storage room (as part of one or more newly formed Units) and/or the Amenity Unit to the Board of Managers for no consideration, the Board of Mangers shall be required to take title to such Unit(s) and Sponsor will pay all closing cost associated with the transfer of title.

The Parking Unit, which is to be owned by Sponsor, will be a parking garage facility. The parking garage facility will be either a self-park, automated or valet garage facility. Sponsor reserves the right to operate the Parking Unit or contract with an independent operator to operate the parking garage (either at market-rate fees), or, pursuant to a duly filed amendment to this Plan, offer the Parking Unit to the public, enter into parking space license agreements with Unit Owners or to the public, or sell parking spaces, as Units to Unit Owners or to the public. Sponsor makes no guarantee about the number of parking spaces that will be available to Building residents or their guests. Therefore, some Building residents will not have access to a parking space and should be prepared to make alternate arrangements for vehicle parking. While Sponsor is the owner of the Parking Unit, Sponsor will cause the Parking Unit to be maintained, and all proceeds from the operation of the Parking Unit will be retained by Sponsor, and not the Board of Managers or any Unit Owner.

Pursuant to the Property deed ("Property Deed"), for a period of eight (8) years from the date of issuance of at least a Temporary Certificate of Occupancy for the Building, the Community Facility Unit is intended to be used for "instruction, classes, workshops, exhibitions and/or other uses involving activities in the arts, theatre, athletics and/or cultural/educational/physical fitness and other personal improvement or benefit purposes...". However, the Community Facility Unit may remain vacant for an indeterminate period of time. Sponsor makes no representation as to the actual use or uses of the Community Facilities Unit, and Sponsor reserves the right to offer the Community Facility Unit to the public at a future date pursuant to a duly filed amendment to this Plan. In addition, upon the expiration of the eight (8) year Property Deed use restriction, the Community Facility Unit may be used for any legal purpose, without limitation.

Also pursuant to the terms of the Property Deed, Sponsor is obligated to set aside at least twenty percent (20%) of the Residential Units for housing to persons with a household income of not greater than 125% of the Area Median Income ("AMI"). In addition, in order to qualify the Property for a partial real estate tax exemption under Section 421-a of the New York State Real Property Tax Law ("421-a Benefits"), twenty percent (20%) (i.e. ten (10) of the Residential Units) are being offered to Eligible Purchasers whose annual household income is no greater than 125% of the Area Median Income ("AMI"). Such Residential Units are referred to herein as "421-a Affordable Units." **Schedule A**, which is located in Part I of this Plan, discloses the type of each Residential Unit being offered adjacent to the applicable Residential Unit number.

Sponsor's offer of the 421-a Affordable Units to persons with a household income of not greater than 125% of AMI is predicated upon its assumption that its acquisition of the Land from the New York State Department of Economic Development will qualify as "substantial governmental assistance," as that term is defined in the 421-a Rules. In the event that such acquisition does not qualify as "substantial governmental assistance," Sponsor will either (i) pursue some other form of substantial governmental assistance

and (a) sell the 421-a Affordable Units to Eligible Purchasers with a household income of not greater than 125% of AMI, or (b) rent the 421-a Affordable Units to persons with an average household income of no more than ninety percent (90%) of AMI, or, (ii) not pursue some other form of substantial governmental assistance and either (a) offer the 421-a Affordable Units for sale to Eligible Purchasers whose annual household income is no greater than sixty percent (60%) of AMI or (b) rent the 421-a Affordable Units to persons with a household income of no more than sixty percent (60%) of AMI, or (iii) abandon the Section 421-a application as to the entire Property and either sell or rent the 421-a Affordable Units to ten (10) households with a household income of no more than 125% of AMI, in order to comply with the terms of the Property Deed. In the event that Sponsor determines to abandon the Section 421-a application, the real estate taxes that will be payable by all Unit Owners will be significantly higher than the real estate taxes that would have been payable with 421-a Benefits. Please see **Schedule A** in this Plan for disclosure of the estimated real estate taxes for each Unit with and without 421-a Benefits.

The marketing of the 421-a Affordable Units shall be conducted pursuant to a lottery, which shall be administered by K&R Realty Management, Inc. ("K&R), and monitored by the New York City Department of Housing Preservation and Development ("HPD"). Robert Ezrapour, the principal of Sponsor, is also a principal of K&R. Further disclosure about the lottery is located in the section of this Plan entitled "Procedure to Purchase."

Sponsor is retaining the unconditional right to rent eighty-five percent (85%) of the Residential Units in the Building that are being offered under this Plan. Sponsor will endeavor in good faith to sell fifteen percent (15%) of the Residential Units, but makes no representation that it will execute Purchase Agreements to sell more than fifteen percent (15%) of the Residential Units.

All of the Units being offered are intended to be sold as Condominium Units in accordance with this Plan at the prices noted in **Schedule A**. These prices have been established by the Sponsor and are not subject to review or approval by the Department of Law. All fixtures and equipment described in this Plan are included in the offering prices listed in **Schedule A** for the applicable Units. If Sponsor leases certain Units to tenants and such Units subsequently are offered, Sponsor shall amend the Plan accordingly.

The Property is encumbered by certain mortgages that are held by Sponsor's Lender. Sponsor's Lender, Wells Fargo Bank, N.A., shall release the lien of such mortgages with respect to each Unit at the closing of title for each such Unit.

As more particularly described in this Plan, the Building, the Common Elements of the Condominium that serve or benefit exclusively (a) the Residential Units or the Residential Unit Owners are called "Residential Common Elements," (b) one or more but not all of the Residential Units or the Residential Unit Owners are called "Residential Limited Common Elements," (c) the Non-Residential Units or the Non-Residential Unit Owner are called "Non-Residential Common Elements," or d) one or more but not all of the Non-Residential Units or the Non-Residential Unit Owners are called "Non-Residential Limited Common Elements." The "General Common Elements" are

appurtenant to, serve and benefit each Unit to the extent of such Unit's percentage share of the General Common Elements. The General Common Elements are for the common use of all Unit Owners.

In the condominium form of ownership, each Purchaser of a Unit owns his Unit similarly in many respects to the manner in which a private home owner owns his home. (References to the masculine gender in this Plan shall be deemed to refer to the feminine gender or plural where the context so requires and shall be deemed to include any duly formed partnership, corporation, trust, estate, fiduciary, unincorporated association or any other entity permitted to own real property in the State of New York). The Unit Owner owns the Unit in fee simple absolute and is entitled to the exclusive possession thereof. The Unit Owner is also the owner, in common with the owners of all other Units, of all remaining parts of the Property except for the Units themselves, including the land upon which the Units are built, the foundations and supports of the Building, the exterior walls and the roof (hereinafter called "Common Elements"). Each Unit Owner's proportionate share (hereinafter called "Common Interest") of the Common Elements has been determined based upon the approximate proportion that the floor area of the Unit at the date of the Declaration bears to the aggregate floor area of all the Units. Such proportion shall reflect the substantially exclusive advantages enjoyed by one or more but not all Units in a part or parts of the Common Elements. These allocations are made pursuant to Section 339-i 1(iv) of the Real Property Law, which is part of the Condominium Act. Any portion of the land or Building, other than the Units themselves, which are for the use of one or more specified Units to the exclusion of all others, are known as "Limited Common Elements." The Plan provides that terraces which are appurtenant to certain Residential Units shall be Residential Limited Common Elements.

Each Unit Owner is privileged to mortgage his Unit generally on the terms and in such amount as he chooses. Purchasers pursuant to this Plan, however, if they seek mortgage financing, shall be required to follow procedures set forth in the Purchase Agreement in Part II of this Plan. No Unit Owner shall be permitted to encumber his Unit with a third mortgage. A Unit is not subject to the lien of any mortgages placed by other Unit Owners on their Units.

A Market-Rate Unit Owner can lease his Unit to anyone for a term of not less than one (1) year, or sell his Unit without restriction or limitation, subject only to a "right of first refusal" by the Residential Board at the same price and terms the Unit Owner has been offered. Such right of first refusal is hereinafter described in the Section entitled "Rights and Obligations of the Unit Owners and the Condominium Board" in Part I of this Plan. If the Residential Board exercises its right of first refusal to lease a Unit, any lease executed by the Residential Board, as tenant, shall provide that the Residential Board may freely assign such lease and or sublet all or part of such Residential Unit without the consent of the landlord. Notwithstanding the foregoing, the By-Laws place certain restrictions on the right of 421-a Affordable Unit Owners to enter into a lease for their 421-a Affordable Unit. Please see the section of the Plan entitled "The 421-a Affordable Units" and the By-Laws for further information.

The Board of Managers does not have the right to approve or disapprove purchasers of Units, and there is no limit on the number of Market-Rate Unit Owners who may purchase for investment rather than for personal occupancy. Consequently,

there may always be a substantial percentage of Unit Owners who are not owner-occupants.

While Units are being offered for sale or lease by Sponsor or its designees, there will be a greater number of visitors to the Building than would otherwise be the case. Sponsor shall have the right to show Units to prospective Purchasers or tenants without the consent of any Board or Unit Owner. No representation or warranty is made and no assurance is given as to when such selling or leasing activity will terminate. Neither Sponsor or its designee nor the Managing Agent shall be liable or responsible for any personal injury or for any loss or damage to personal property which may result from the failure of the Condominium's security systems and procedures, including, without limitation, those procedures with regard to any delivery of packages, provided that any such failure is not caused by the negligence of Sponsor or its designees, the Managing Agent or their respective agents.

A Unit Owner can alter and decorate the interior of his Unit in any way he desires, subject to the Condominium By-Laws and local codes, and is obligated for the cost of his own interior decoration, maintenance and repair after closing.

Each Unit will be taxed as a separate tax lot for real estate tax purposes, and a Unit Owner will not be responsible if any of the other Unit Owners fail to pay their real estate taxes. In the opinion of counsel for the Sponsor, a Unit Owner, like a home owner, may under most circumstances, deduct from his income for income tax purposes his real estate taxes and the interest paid on the mortgage encumbering the Unit(s) owned by him.

The Condominium Board may assess against each Unit Owner, in proportion to his respective percentage of Common Interest, or as otherwise determined by the Board, as provided in New York State Real Property Law Section 339-m, charges (hereinafter called "Common Charges") for the costs of maintenance of the Common Elements and for the operation of the Property (hereinafter called "Common Expenses"). Both Section 339-m of the Real Property Law and the By-Laws provide authority for the Board of Managers to set and collect Common Charges payable by the 421-a Affordable Unit Owners that are less than the amount that would be payable if Common Charges were allocated to each Unit based on such Unit's percentage of Common Interest. The Common Charges disclosed in **Schedule A** to this Plan were skewed in order for Sponsor to be in compliance with HPD's 421-a Rules (28 RCNY§6-09), which state that the initial offering prices of the 421-a Affordable Units must be established so that Common Charges and mortgage payments, including principal and interest (assuming that the mortgage constitutes 90% of the Purchase Price at the prevailing rate of interest), do not exceed thirty percent (30%) of 125% of the AMI, adjusted for family size. In addition, as disclosed in the Schedule B Footnotes in Part I of the Plan, the Non-Residential Unit Owners are obligated to pay some, but not all, types of Common Expenses, contingent upon actual use. As a result, the Common Charges attributed to the Market-Rate Units are higher than they would be if each Unit were paying Common Charges based solely upon such Unit's percentage of Common Interest. Please see Schedule B, the projected budget for the first year of Condominium operation, which is located in Part I of this Plan for further information.

Each Unit Owner is obligated to comply with the Declaration, the By-Laws, the Rules and Regulations, and any other requirements of the Condominium Board. Each Unit Owner shall also be responsible for maintaining his own Unit and for making repairs within his own Unit. The cost of maintenance and repair of the General Common Elements shall be shared by all Unit Owners as provided above. Each Residential Unit Owner shall have the same rights of access to, use of and benefit of the Residential Common Elements which are not Residential Limited Common Elements. Each Residential Unit Owner shall also be responsible for obtaining and bearing the cost of casualty and liability insurance in connection with his respective Unit. The Condominium Board shall have the duty of obtaining casualty and liability insurance on behalf of the Condominium with respect to the Building as a whole.

The affairs of the Condominium shall be governed by a board of managers of the Condominium (the "Condominium Board"). From and after the first annual meetings of Unit Owners as provided in Section 3.1 of the By-Laws, the Condominium Board shall consist of a Residential Board of five (5) persons elected or designated by the Residential Unit Owners, and a Non-Residential Board of two (2) persons elected or designated (one each) by the Commercial Unit Owner and the Community Facility Unit Owner. The Condominium Board, the Residential Board and the Non-Residential Board are herein sometimes referred to collectively as the "Boards" and individually as a "Board."

The Unit Owners shall hold annual meetings and at each such meeting they shall elect members of the Board of Managers, subject to Sponsor's right to control the Board, as disclosed below. Each Unit Owner, including the Sponsor or its designee, shall be entitled to cast one vote for each .0001% of interest in the Common Elements attributable to their Unit(s) on all matters put to a vote at all meetings of the Unit Owners except that, when voting for the election of members of the Condominium Board, each Unit Owner: (i) shall be entitled to one vote for each .0001% of Common Interest attributable to its Unit per member to be elected, and (ii) shall not have the right to cumulate its votes in favor of any one or more members to be elected. If Units are owned by more than one person or entity as joint tenants, tenants by the entirety or as tenants in common, the persons or entities owning said Unit shall agree among themselves and cast the votes for their Unit.

Upon the later of (i) the date upon which Sponsor shall own Unsold Residential Units having a percent interest in the Residential Section in the aggregate of ten (10%) percent or less or (ii) five (5) years from the First Unit Closing (the "Sponsor Control Period"), Sponsor, including any designee thereof, will relinquish control of the Residential Board of Managers if it has such control and will not elect a majority of its nominees for positions on the Board of Managers, even though its total percentage of Common Interest may otherwise enable it to do so. Sponsor, during the time there are Unsold Units, will have the right to, and intends to, vote the percentage of Common Interests allocated to such Units, but subsequent to relinquishing voting control of the Residential Board of Managers, Sponsor will not use such vote to elect a particular individual to the Residential Board of Managers which would, by the election of such individual, give Sponsor voting control of the Board. Notwithstanding the foregoing, Sponsor may, at its discretion, relinquish voting control of the Residential Board prior to the end of the Sponsor Control Period.

Sponsor shall maintain control of the Non-Residential Board until it no longer owns any Unsold Non-Residential Units.

The Condominium Board shall have the authority to manage and administer the affairs of the Condominium, including, but not limited to, the determination of Common Charges and the adoption of Rules and Regulations covering the Condominium. Please see the Section entitled "Rights and Obligations of the Unit Owners and the Condominium Board" in Part I of this Plan for further discussion.

Units may be purchased either by natural persons over the age of 18 years or by a duly formed partnership, corporation, trust, estate, fiduciary, unincorporated association, syndicate, joint venture, organization, government or any department or agency thereof, or any other entity permitted to own real property in the State of New York.

This Plan contains all of the material terms of the transaction. Copies of the Plan, all documents referred to in the Plan and all Exhibits submitted to the Department of Law in connection with the filing of the Plan will be available for inspection without charge and for copying at a reasonable charge to prospective Purchasers and their attorneys at the office of the Selling Agent or at the on-site sales office at all times such office is open. Copies of the Plan and exhibits thereto will also be available for inspection and copying at a reasonable fee at the Department of Law.

The Plan may be borrowed by a prospective Purchaser from the Sponsor upon payment of a $250.00 deposit, which amount will be fully refunded upon the execution of a Purchase Agreement subsequently accepted by Sponsor or if the Plan is returned to the Sponsor in good condition.

THE PURCHASE OF A CONDOMINIUM UNIT HAS MANY SIGNIFICANT LEGAL AND FINANCIAL CONSEQUENCES.

THE ATTORNEY GENERAL STRONGLY URGES YOU TO READ THIS OFFERING PLAN CAREFULLY AND TO CONSULT WITH AN ATTORNEY BEFORE SIGNING A PURCHASE AGREEMENT.

DESCRIPTION OF PROPERTY AND IMPROVEMENTS

The street address of the Property is 2040 Frederick Douglass Boulevard (also known as 285 West 110th Street), New York, New York 10026.

The Property has a land area of approximately 13,504 square feet. The site will contain one new building (the "Building"). The Building shall consist of fifty-three (53) Units: forty-nine (49) Residential Units, one (1) Commercial Unit, one (1) Community Facility Unit, one (1) Amenity Unit and one (1) Parking Unit. The Commercial Unit, Community Facility Unit, Amenity Unit and Parking Unit are collectively referred to herein as the "Non-Residential Units." The entrance to the Residential Units will be through the residential lobby in the main entrance fronting on Frederick Douglass Circle. The Commercial Unit shall have separate entrances on Frederick Douglass Boulevard, Frederick Douglass Circle and West 111th Street. The Community Facility Unit shall have entrances on Frederick Douglass Circle. Access into to the Parking Unit shall be from West 111th Street. The Amenity Unit includes a child's play area and a study in the cellar, and an exercise room, a resident lounge and a children's play area on the second floor of the Building, as discussed below and in the section of this Plan entitled "Introduction." The entrance to the Amenity Unit will be through the Residential Unit entrance.

The Building will contain a sub-cellar, a cellar, and eleven (11) floors above grade, plus mechanical levels, and will be a Class 1-B noncombustible building. The Building will be constructed of concrete, steel, brick, glass, metal, and stone. Two (2) passenger elevators shall serve the Residential Units, the Commercial Unit (in the event that handicapped access into the Commercial Unit is required) and the Parking Unit. The Residential Unit Owners, the Commercial Unit Owner and the Parking Unit Owner shall all pay for the operation, maintenance, repair and replacement of such elevators in accordance with Schedule B, the budget for the first year of Condominium operation.

Improvements made to the Building will be undertaken pursuant to a new building permit, in accordance with the New York City Building Code and with all applicable zoning and building laws. After completion of construction, the Sponsor will apply for a temporary or final Certificate of Occupancy from the New York City Department of Buildings. The Sponsor will obtain a temporary Certificate of Occupancy prior to the First Unit Closing and will seek to obtain a final Certificate of Occupancy within two (2) years of the issuance of first temporary Certificate of Occupancy for the Building, barring delays caused by *force majeure* or other reasons beyond the control of Sponsor. The Building is expected to be substantially completed on or about December 31, 2017.

The Building will have certain facilities and amenities which will be available for use by Building residents, as disclosed in this Plan. Sponsor intends to construct a common residential laundry room, bicycle storage room and residential storage room in the cellar. As disclosed in the Introduction to this Plan, such spaces shall be part of the Commercial Unit, but shall be open for use by all Building residents, as disclosed in this Plan. The washing machines and dryers in the laundry room will be coin operated or a similar cash or debit card system. In addition, Sponsor, as the owner of the residential

storage room, intends to install storage cages in the storage room for the use of Building residents at prices to be determined. Sponsor reserves the right to rent, license, or sell spaces in the bicycle room and the storage cages in the residential storage room to Purchasers or Unit Owners, in its sole discretion; provided that any licensing or sale of the bicycle spaces and storage cages (but not the rental thereof) is made pursuant to an amendment to this Plan has been accepted for filing by the Department of Law. In the event that Sponsor does rent, license or sell the bicycle spaces and/or storage cages to Purchasers, Unit Owners or their tenants, the proceeds of such rental, licensing and/or sale shall be retained by Sponsor, and not by the Board of Managers or any Unit Owner.

The Amenity Unit, which is to be owned by Sponsor, will include a child's play area and a study in the cellar, and an exercise room, a resident lounge and a children's play area on the second floor of the Building for the use of all Building residents for additional fees, the amount of which, per person, shall not exceed 120% of the carrying costs for the Unit (i.e. the cost for Common Charges, real estate taxes and Special Assessments, if any). Two (2) terraces that will be appurtenant to the Amenity Unit on the second floor and on the twelfth floor of the Building, which will be Non-Residential Limited Common Elements, will be operated by Sponsor but may be open for use by all Building residents for fees to be determined by Sponsor. The Board of Managers will cause all maintenance, repairs and replacements to be performed in the Amenity Unit and the cost thereof will be borne by the Residential Unit Owners and the Amenity Unit Owner as part of the Common Charges, as provided in Schedule B, the budget for the first year of Condominium operation.

Please see the Description of Property and Specifications, which is located in Part II of this Plan, for further details on all of the Building's amenities.

There will be a driveway area adjacent to the Commercial Unit which Sponsor anticipates will be accessible to all Residential Unit Owners for picking up and dropping off passengers and packages, but not for parking. However, because the driveway area will be part of the public street, which is owned and controlled by the City of New York, Sponsor makes no guarantee that the driveway area will continue to be accessible to Building residents in the future. In addition, the Commercial Unit Owner (i.e. Sponsor) reserves the right to use the driveway area for outdoor seating or other legal uses.

Pursuant to a recorded easement agreement by and between a predecessor in interest to the Property and the City of New York, acting through its Borough of Transportation (the "City"), the City installed subway stairs beneath a portion of the Property. The easement agreement also provides the City with the right, a future date, to construct and maintain one or more subway entrances adjacent to, and within, the Property. For further information see the section of this Plan entitled "Terms of Sale."

Private terraces will be constructed appurtenant to certain Residential Units, as indicated on the floor plans that are located in Part II of this Plan. Terraces are characterized in the Declaration of Condominium as Residential Limited Common Elements appurtenant to the aforementioned Residential Units. Residential Unit Owners with a terrace(s) appurtenant to their Residential Unit shall be responsible for all normal maintenance of such terrace such as, but not limited to the removal of snow and ice, at such Residential Unit Owner's sole cost and expense. The repair and replacement of the

exterior surface of such terrace (e.g., pavers) shall be performed by the Residential Board and charged to the affected Residential Unit Owner. However, any structural or extraordinary repairs (non-recurring repair which requires more than the usual annual expense for ordinary wear) or replacements to such terrace (including any leaks which are not caused by the negligence of the Residential Unit Owner having access to the same) shall be made by the Residential Board and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense.

Balconies will be constructed appurtenant to certain Residential Units, as indicated on the floor plans that are located in Part II of this Plan. Residential Unit Owners with a balcony appurtenant to their Residential Units shall be responsible for all normal maintenance of such balcony at the Residential Unit Owner's sole cost and expense. Structural and nonstructural repairs and replacements to any balcony shall be made by the Residential Board, at the Residential Board's discretion, and charged to such Residential Unit Owner; provided, however, that any repairs or replacements that are necessitated or deemed advisable by the Board and result from the negligence or wrongful acts of any Residential Unit Owner having exclusive access to a balcony, or any of its invitees, may be made or done by the Board, and the Board may charge the entire cost thereof to such Residential Unit Owner.

The private terrace at Unit 8C shall have electrical, plumbing and structural provisions for the future installation of a hot tub. Any proposed installation of a hot tub shall be reviewed and approved, in writing, by the Board of Managers, and if required, by the Department of Buildings prior to the commencement of such installation. In addition, the loads associated with the hot tub shall follow all Laws and shall be approved, in writing, by the Condominium Board prior to its installation. All maintenance, repairs, and replacements of the hot tub and its related facilities and equipment shall be the sole obligation of the Unit 8C Unit Owner, at such Unit Owner's sole cost and expense.

Except as otherwise provided in the Declaration of Condominium and By-laws, the maintenance, repair, and replacement of the window wall façade and other Common Elements of the Building shall be made by the Board and charged to all Unit Owners as a Common Expense. However, notwithstanding that operational windows located in Residential Units are Residential Common Elements, in the event that an operational window is damaged the Residential Board shall repair or replace such window and charge such Residential Unit Owner for such repair or replacement. Sponsor makes no representation or warranty of any kind whatsoever as to views and/or light quality from any windows in the Building.

According to the records of the Federal Emergency Management Agency ("FEMA"), as of the Filing Date, the Building is located in flood Zone X.

The Board shall be responsible for maintaining and replacing all plantings in the Residential Common Elements and in the terraces appurtenant to the Amenity Unit.

Each Market-Rate Unit shall have a laundry closet and will be sold with one (1) washer and dryer within. Affordable 421-a Units Owners will have access to the laundry room located in the cellar for as long as Sponsor determines to operate the laundry room. In the event that Sponsor changes the use of the laundry room, Affordable 421-a Unit

Owners will not have access to laundry facilities within the Building. All fixtures and equipment described in this Plan are included in the offering prices listed in Schedule A.

The Building will be monitored by a closed circuit television security system, and surveillance cameras will be mounted in various areas of the Building, including the amenity spaces, lobby, courtyard, entrance, laundry, elevator, cellar, roof areas. Live camera footage will be periodically monitored at the concierge desk, and images will be recorded to a digital video recording system. Sponsor makes no representation or warranty about the duration of time that camera footage will be stored on the digital video recording system, or as to the clarity of any such recordings.

The Property had been historically used as a gasoline station and auto repair facility. That usage, including a gasoline spill in 1995 and inadequate excavation by the previous owner, had resulted in contamination of the soil, groundwater and underground storage tank area; a perched-water condition; and free-phase gasoline, primarily within the underground storage tank area, but also at the water table and in several wells. The contamination shall be removed and/or contained by Sponsor in order to render the Property safe for the construction of the Building.

Sponsor caused an extensive remedial investigation to be performed by Environmental Business Consultants from approximately April 9, 2014 to April 16, 2014, in accordance with a Remedial Investigation Work Plan, the executive summary of which is located in Part II of this Plan and the entirety of which is available, upon request, from the Sponsor. The investigation identified the nature, areas and extent of contamination. It detailed a comprehensive plan for remedying the contamination and rendering the Property safe for residential and commercial use, as well as a schedule for completion of the remediation.

The New York State Brownfield Cleanup Program accepted the site on or about April 10, 2014, and a Brownfield Cleanup Agreement was signed on April 21, 2014 by the New York State Department of Environmental Conservation ("NYSDEC"). The Property is undergoing remediation pursuant to Track 4-Restricted Use Site Specific Objectives ("Track 4") under the Brownfield Cleanup Program. Track 4 will require the installation of a vapor barrier and will require post-construction institutional controls to ensure that human health and the environment are protected. The institutional and environmental controls will be outlined in a Site Management Plan that must be approved by NYSDEC. After the Building's foundation has been completed, Sponsor shall disclose the requirements of the Site Management Plan in a duly filed amendment to this Plan.

The NYSDEC as well as the New York City Office of Environmental Remediation ("NYCOER") must approve the cleanup plan. The NYCOER must give its approval in the form of a Notice to Proceed letter before the New York City Department of Buildings ("NYCDOB") will issue building permits. Following implementation of the remedial action plan, a Final Engineering Report ("FER") will be submitted to NYSDEC. NYCOER must approve the FER in the form of a Notice of Satisfaction before a temporary Certificate of Occupancy for the Building will be issued by the NYCDOB.

Sponsor has taken precautions to minimize Unit-to-Unit odor and noise transmission. However the transmission of a certain amount of odor and noise is

common in multi-family dwellings and such transmission is not, and shall not be construed as, a construction defect.

Electric service will be provided by Con Edison and will be master metered for all Common Elements in the Building. Separate Con Edison meters will be provided for residential electrical usage and non-residential electrical usage. The cost thereof will be paid by the Board and will be borne by the Unit Owner as part of the Common Charges.

Residential Units 8A, 8C, 9A, 10A and 11A shall be heated and cooled via split heat pump systems with condensing units on the roof of the Building. The split heat pump systems run on electricity which is individually metered to each Residential Unit. As such, the electric consumption and expenses in Residential Units 8A, 8C, 9A, 10A and 11A will be higher than in other Residential Units of comparable size. The estimated cost of electricity for each Residential Unit is disclosed in **Schedule B-1**, which is located in Part I of this Plan. All maintenance, replacements, or repairs with respect to such equipment, shall be the Unit Owner's responsibility at such Unit Owner's sole cost and expense. Maintenance obligations with respect to the equipment include, but are not limited to, periodically replacing air filters and ensuring that the equipment is supplied with an adequate amount of coolant. Unit Owners shall be responsible for hiring a service contractor to maintain the condensing equipment. Please see the Architect's Description of Property and Specifications, located in Part II of this Plan, for further disclosure.

The elevator bank located outside of Residential Unit 11A will be part of Residential Unit 11A and it will be the obligation of the Residential 11A Unit Owner to maintain the elevator bank, in accordance with the By-Laws, in the same way as every other portion of such Unit. The Owner of Residential Unit 11A will also have the right to decorate the elevator bank, in accordance with the By-Laws, to the same extent and subject to the same restrictions as every other portion of the Unit. In addition, the refuse closet for Residential Unit 11A is located inside the Unit. The Unit 11A Unit Owner shall provide a member of the Building staff with access to the Unit, on a schedule to be determined, in order for refuse to be collected.

Sponsor shall cause to be installed hardwood flooring in each Unit. Hardwood flooring is a natural, organic product and has variations in appearance, grain, and color. Hardwood flooring requires periodic maintenance. If not properly maintained, the wood will naturally discolor, decay, splinter, check, and split. Installation of a hardwood floor may result in some settling and/or spaces between the wood boards. Spacing between the installed wood planks is typical and will vary with humidity and temperature fluctuation. Wood floors will expand and shrink, thereby exposing gaps periodically. The Sponsor will intentionally not fill the area between the flooring and the baseboards so as to accommodate the natural expansion of the flooring. If these areas were to be completely filled, the floors would not have the room to expand and the floors would buckle over time. Hardwood floors do creak and bend slightly when stepped upon regardless of the workmanship.

Stone countertops have the same natural properties as described in relation to hardwood flooring. Variation of color, texture, and pattern of the wood and stone is naturally occurring and is typical. In addition, wood and stone are porous materials and

are susceptible to staining and scratches. It is the Unit Owner's responsibility to maintain all wood and stone surfaces in the Unit in accordance with the manufacturer's or installer's directions.

LOCATION AND AREA INFORMATION

LOCATION

The Property is located at the intersection of 2040 Frederick Douglass Boulevard (also known as 285 West 110th Street) and Central Park North, which is located within the borough of Manhattan.

As a cultural center, New York City has over 70 museums and more than 50 institutions for the arts. Lincoln Center for the Performing Arts (which houses the Metropolitan Opera House, Avery Fischer Hall, The New York State Theatre and The Vivian Beaumont Theatre) as well as The American Museum of Natural History are located on the upper west side of Manhattan. Carnegie Hall concert venue is in Midtown Manhattan. Museum Mile along 5th Avenue is the home to The Metropolitan Museum of Art, Cooper-Hewitt National Design Museum, Solomon R. Guggenheim Museum, The Jewish Museum, El Museo Del Barrio, The Africa Center, The National Academy Museum and School as well as the Museum of the City of New York.

New York City is also the nation's leading business center for communications, publishing, advertising, legal and financial services, business consulting and public relations. As the world's capital of international commerce and finance, New York City is the home of the New York and American Stock Exchanges and the National Over-The-Counter Stock Market.

ZONING AND USE

The Building is zoned for residential, community facility and commercial use (R8A) with a C1-4 commercial overlay.

MAILING ADDRESS

The mailing address for the Building is 2040 Frederick Douglass Boulevard (also known as 285 West 110th Street), New York, New York 10026.

TRANSPORTATION:

- B and C trains available at Central Park West and West 110th Street (Cathedral Parkway)
- Henry Hudson parkway is located approximately ½ mile west. FDR and East River Drive is located 1.5 miles east.
- The M3 (Fort George/East Village) Bus is available at 110th Street and Manhattan Avenue.
- The M4 (The Cloisters/Penn Station) Bus is available at 110th Street and Manhattan Avenue.
- The M7 (Harlem/14th Street) Bus is available at 110th Street and Manhattan Avenue.
- The M10 (Harlem/Columbus Circle) is available at Frederick Douglass Boulevard and West 110th Street.

- The M116 (East Harlem/Upper West Side via 116th Street) Bus is available at 110th Street and Manhattan Avenue.

HOSPITALS:

- St. Luke's Hospital Center is located at Amsterdam and 114th Street.
- Mount Sinai Hospital is located at Fifth Avenue and 100th Street.

SCHOOLS:

- Harlem Hebrew Language Academy & Charter School located at 147 St. Nicholas Avenue
- Columbia Grammar and Preparatory School located at 5 West 93rd Street
- KIPP Star College Prep Charter School located at 433 West 123rd Street
- The Cathedral School of St. John the Divine located at 1047 Amsterdam Avenue.
- Booker T. Washington Middle School located at 103 West 107th Street
- Bank Street College of Education located at 610 West 112th Street.
- The School at Columbia University located at 556 West 110th Street.
- Opportunity Charter School located at 240 West 113th Street.
- Wadleigh Secondary School for the Performing and Visual Arts located at 215 West 114th Street.

Sponsor makes no guarantee or representation as to which school a child residing at the Building may actually attend.

HOUSES OF WORSHIP:

- Congregation Ramath Orah located at 550 West 110th Street St.
- Cathedral of St John the Divine located at 1047 Amsterdam Avenue

WATER, SEWAGE, ROAD MAINTENANCE, SNOW REMOVAL AND SANITATION

Police, fire, water and sanitation services will be provided by the City of New York. The portions of Manhattan Avenue and West 110th Street in front of the Property (not including the sidewalk) will be maintained, and the snow will be removed therefrom, by the City of New York.

SHOPPING FACILITIES AND RECREATION

Many retail facilities exist on the surrounding streets and avenues, including Frederick Douglass Boulevard and Columbus Avenue. The Building is within walking distance of restaurants of all types, catering to the residential and business inhabitants of the area. Central Park and Morningside Park are in close proximity to the Building and offer recreational opportunities and open space.

Sponsor makes no representation that any of the neighborhood amenities or facilities disclosed herein shall continue to exist and operate beyond the Filing Date.

THE PROJECTIONS IN THIS SCHEDULE ASSUME THAT THE FIRST YEAR OF CONDOMINIUM OPERATION WILL BE FROM

[January 1, 2018 -December 31, 2018]

SCHEDULE A
THE 285 WEST 110TH STREET CONDOMINIUM

Unit Number	Type of Unit	# of Bedrooms	# of Baths	Approximate Interior Area (sq. ft)	Approx. Exterior Area (sq. ft)	% of Interest in Residential Common Elements	% of Interest in Common Elements	Offering Price	Estimated Total Monthly Common Charges	Estimated Total Annual Common Charges	Estimated Annual Real Estate Taxes Assuming 421-a Benefits	Estimated Monthly Real Estate Taxes Assuming 421-a Benefits	Estimated Annual Real Estate Taxes Without 421-a Benefits	Estimated Monthly Real Estate Taxes Without 421-a Benefits	Estimated Monthly Carrying Charges With Real Estate Taxes Assuming 421-a Tax Benefits	Estimated Monthly Carrying Charges With Real Estate Taxes Assuming No 421-a Tax Benefits
2A	Market Rate	3	3	1596		2.1541%	1.9140%	$ 3,032,400	$ 1,875.05	$ 22,500.60	$ 2,179.44	$ 181.62	$ 28,243.56	$ 2,353.63	$ 2,056.67	$ 4,228.68
2B	421a Affordable	2	1	906		0.2710%	0.2341%	$ 381,526	$ 235.91	$ 2,830.94	$ 266.54	$ 22.21	$ 3,454.43	$ 287.87	$ 258.12	$ 523.78
2C	421a Affordable	0	1	553		0.1654%	0.1430%	$ 232,874	$ 143.99	$ 1,727.94	$ 162.93	$ 13.58	$ 2,110.85	$ 175.90	$ 157.57	$ 319.90
2D	421a Affordable	0	1	541		0.1618%	0.1384%	$ 227,821	$ 140.87	$ 1,690.44	$ 157.56	$ 13.13	$ 2,042.14	$ 170.18	$ 154.00	$ 311.05
2E	Market Rate	2	2	1043		1.3336%	1.1207%	$ 1,877,400	$ 1,160.87	$ 13,930.43	$ 1,276.07	$ 106.34	$ 16,537.62	$ 1,378.14	$ 1,267.21	$ 2,539.00
3A	Market Rate	3	3	1577		2.1845%	1.9396%	$ 3,075,150	$ 1,901.48	$ 22,817.81	$ 2,208.56	$ 184.05	$ 28,620.82	$ 2,385.07	$ 2,085.53	$ 4,286.55
3B	Market Rate	2	2	1169		1.2456%	1.1659%	$ 1,753,500	$ 1,084.26	$ 13,011.08	$ 1,327.61	$ 110.63	$ 17,204.11	$ 1,433.68	$ 1,194.89	$ 2,517.93
3C	Market Rate	1	1	647		0.6894%	0.6528%	$ 970,500	$ 600.10	$ 7,201.17	$ 743.39	$ 61.95	$ 9,633.19	$ 802.77	$ 662.05	$ 1,402.86
3D	Market Rate	1	1	655		0.7212%	0.6663%	$ 1,015,250	$ 627.77	$ 7,533.22	$ 758.69	$ 63.22	$ 9,832.63	$ 819.39	$ 690.99	$ 1,447.15
3E	421a Affordable	2	1	864		0.2585%	0.2238%	$ 363,839	$ 224.98	$ 2,699.71	$ 254.73	$ 21.23	$ 3,301.70	$ 275.14	$ 246.20	$ 500.12
3F	421a Affordable	1	1	656		0.1962%	0.1697%	$ 276,248	$ 170.81	$ 2,049.78	$ 193.26	$ 16.11	$ 2,503.96	$ 208.66	$ 186.92	$ 379.48
3G	Market Rate	4	3.5	2113	99	3.2111%	2.6828%	$ 4,520,460	$ 2,795.17	$ 33,542.10	$ 3,054.89	$ 254.57	$ 39,588.86	$ 3,299.07	$ 3,049.75	$ 6,094.25
3H	Market Rate	3	3	1489		2.0097%	1.8347%	$ 2,829,100	$ 1,749.34	$ 20,992.10	$ 2,089.11	$ 174.09	$ 27,073.38	$ 2,256.11	$ 1,923.43	$ 4,005.46
4A	Market Rate	3	3	1577		2.2405%	1.9894%	$ 3,154,000	$ 1,950.24	$ 23,402.88	$ 2,265.33	$ 188.78	$ 29,356.42	$ 2,446.37	$ 2,139.02	$ 4,396.61
4B	Market Rate	2	2	1169		1.2664%	1.2027%	$ 1,782,725	$ 1,102.33	$ 13,227.93	$ 1,369.48	$ 114.12	$ 17,747.93	$ 1,478.99	$ 1,216.45	$ 2,581.32
4C	Market Rate	1	1	647		0.7009%	0.6632%	$ 986,675	$ 610.10	$ 7,321.19	$ 755.20	$ 62.93	$ 9,786.06	$ 815.50	$ 673.03	$ 1,425.60
4D	Market Rate	1	1	655		0.7328%	0.6761%	$ 1,031,625	$ 637.89	$ 7,654.72	$ 769.83	$ 64.15	$ 9,976.50	$ 831.38	$ 702.05	$ 1,469.27
4E	421a Affordable	2	1	864		0.2585%	0.2238%	$ 363,839	$ 224.98	$ 2,699.71	$ 254.73	$ 21.23	$ 3,301.70	$ 275.14	$ 246.20	$ 500.12
4F	421a Affordable	1	1	656		0.1962%	0.1697%	$ 276,248	$ 170.81	$ 2,049.78	$ 193.26	$ 16.11	$ 2,503.96	$ 208.66	$ 186.92	$ 379.48
4G	Market Rate	4	3.5	2113	99	3.2876%	2.7496%	$ 4,628,090	$ 2,861.73	$ 34,340.72	$ 3,130.99	$ 260.92	$ 40,574.77	$ 3,381.23	$ 3,122.64	$ 6,242.96
4H	Market Rate	3	3	1489		2.0626%	1.8819%	$ 2,903,550	$ 1,795.38	$ 21,544.52	$ 2,142.93	$ 178.58	$ 27,770.06	$ 2,314.17	$ 1,973.95	$ 4,109.55
5A	Market Rate	3	3	1577		2.2965%	2.0387%	$ 3,232,850	$ 1,999.00	$ 23,987.95	$ 2,321.43	$ 193.45	$ 30,083.31	$ 2,506.94	$ 2,192.45	$ 4,505.94
5B	Market Rate	2	2	1169		1.2871%	1.2402%	$ 1,811,950	$ 1,120.40	$ 13,444.78	$ 1,412.16	$ 117.68	$ 18,300.88	$ 1,525.07	$ 1,238.08	$ 2,645.47
5C	Market Rate	1	1	647		0.7124%	0.6735%	$ 1,002,850	$ 620.10	$ 7,441.21	$ 767.01	$ 63.92	$ 9,939.06	$ 828.25	$ 684.02	$ 1,448.36
5D	Market Rate	1	1	655		0.7445%	0.6871%	$ 1,048,000	$ 648.02	$ 7,776.23	$ 782.31	$ 65.19	$ 10,138.49	$ 844.87	$ 713.21	$ 1,492.89
5E	421a Affordable	2	1	864		0.2585%	0.2238%	$ 363,839	$ 224.98	$ 2,699.71	$ 254.73	$ 21.23	$ 3,301.70	$ 275.14	$ 246.20	$ 500.12
5F	421a Affordable	1	1	656		0.1962%	0.1697%	$ 276,248	$ 170.81	$ 2,049.78	$ 193.26	$ 16.11	$ 2,503.96	$ 208.66	$ 186.92	$ 379.48
5G	Market Rate	4	3.5	2113	99	3.3640%	2.8165%	$ 4,735,720	$ 2,928.28	$ 35,139.34	$ 3,207.08	$ 267.26	$ 41,560.68	$ 3,463.39	$ 3,195.54	$ 6,391.67
5H	Market Rate	3	3	1489		2.1154%	1.9285%	$ 2,978,000	$ 1,841.41	$ 22,096.95	$ 2,195.94	$ 183.00	$ 28,457.89	$ 2,371.49	$ 2,024.41	$ 4,212.90
6A	Market Rate	3	3	1577		2.3525%	2.0891%	$ 3,311,700	$ 2,047.75	$ 24,573.02	$ 2,378.87	$ 198.24	$ 30,827.77	$ 2,568.98	$ 2,245.99	$ 4,616.73
6B	Market Rate	3	3	1608		2.3131%	1.9707%	$ 3,256,200	$ 2,013.43	$ 24,161.21	$ 2,243.99	$ 187.00	$ 29,079.68	$ 2,423.31	$ 2,200.43	$ 4,436.74
6C	421a Affordable	2	1	851		0.2546%	0.2235%	$ 358,365	$ 221.59	$ 2,659.09	$ 254.46	$ 21.21	$ 3,297.94	$ 274.83	$ 242.80	$ 496.42
6D	Market Rate	3	2.5	1614		2.3217%	2.0585%	$ 3,268,350	$ 2,020.95	$ 24,251.36	$ 2,343.98	$ 195.33	$ 30,375.62	$ 2,531.30	$ 2,216.28	$ 4,552.25
6E	Market Rate	4	3.5	2113	99	3.4405%	2.9187%	$ 4,843,350	$ 2,994.83	$ 35,937.96	$ 3,323.44	$ 276.95	$ 43,068.79	$ 3,589.07	$ 3,271.78	$ 6,583.90
6F	Market Rate	3	3	1489		2.1683%	1.9757%	$ 3,052,450	$ 1,887.45	$ 22,649.37	$ 2,249.76	$ 187.48	$ 29,154.57	$ 2,429.55	$ 2,074.93	$ 4,317.00
7A	Market Rate	3	3	1577		2.4085%	2.1384%	$ 3,390,550	$ 2,096.51	$ 25,158.09	$ 2,434.97	$ 202.91	$ 31,554.65	$ 2,629.55	$ 2,299.42	$ 4,726.06
7B	Market Rate	3	3	1608		2.3702%	2.0208%	$ 3,336,600	$ 2,063.15	$ 24,757.78	$ 2,301.03	$ 191.75	$ 29,820.25	$ 2,485.02	$ 2,254.90	$ 4,548.17
7C Super Unit	Market Rate	2	2	851		0.9672%	0.9427%	$ 1,361,600	$ 841.93	$ 10,103.16	$ 1,073.41	$ 89.45	$ 13,910.87	$ 1,159.24	$ 931.38	$ 2,001.17
7D	Market Rate	3	2.5	1614		2.3790%	2.0435%	$ 3,349,050	$ 2,070.85	$ 24,850.16	$ 2,326.93	$ 193.91	$ 30,154.71	$ 2,512.89	$ 2,264.76	$ 4,583.74
7E	Market Rate	4	3.5	2113	99	3.5170%	3.1890%	$ 4,950,980	$ 3,061.38	$ 36,736.58	$ 3,631.19	$ 302.60	$ 47,057.78	$ 3,921.48	$ 3,363.98	$ 6,982.86
7F	Market Rate	3	3	1489		2.2212%	2.0291%	$ 3,126,900	$ 1,933.48	$ 23,201.79	$ 2,310.56	$ 192.55	$ 29,942.65	$ 2,495.22	$ 2,126.03	$ 4,428.70
8A	Market Rate	3	2.5	1968	1054	3.9042%	3.4741%	$ 5,496,080	$ 3,398.44	$ 40,781.26	$ 3,955.97	$ 329.66	$ 51,265.67	$ 4,272.14	$ 3,728.10	$ 7,670.58
8B	Market Rate	3	3	1814	587	3.2936%	2.7817%	$ 4,636,500	$ 2,866.93	$ 34,403.12	$ 3,167.49	$ 263.96	$ 41,047.73	$ 3,420.64	$ 3,130.88	$ 6,287.57
8C	Market Rate	4	3	2126	2254	4.6778%	4.2191%	$ 6,585,170	$ 4,071.86	$ 48,862.37	$ 4,804.18	$ 400.35	$ 62,258.95	$ 5,188.25	$ 4,472.21	$ 9,260.11
9A	Market Rate	5	4.5	3348	739	6.2118%	5.7883%	$ 8,744,640	$ 5,407.15	$ 64,885.78	$ 6,590.92	$ 549.24	$ 85,413.79	$ 7,117.82	$ 5,956.39	$ 12,524.96
9B	Market Rate	4	3	1797	120	3.0144%	2.6750%	$ 4,243,500	$ 2,623.92	$ 31,487.04	$ 3,046.03	$ 253.84	$ 39,473.71	$ 3,289.48	$ 2,877.76	$ 5,913.40
10A	Market Rate	5	4.5	2771	550	5.3117%	4.8055%	$ 7,477,500	$ 4,623.63	$ 55,483.52	$ 5,472.01	$ 456.00	$ 70,912.14	$ 5,909.34	$ 5,079.63	$ 10,532.97
10B	Market Rate	4	3	1797	120	3.0799%	2.7120%	$ 4,335,750	$ 2,680.96	$ 32,171.54	$ 3,088.17	$ 257.35	$ 40,019.81	$ 3,334.98	$ 2,938.31	$ 6,015.95
11A	Market Rate	4	3.5	3368	1219	7.4708%	6.4602%	$ 10,516,917	$ 6,503.02	$ 78,036.18	$ 7,356.05	$ 613.00	$ 95,328.56	$ 7,944.05	$ 7,116.02	$ 14,447.06
Sub Totals				**69,642**	**7,138**	**100.0000%**	**88.7355%**	**$140,774,428**	**$ 87,046.26**	**$ 1,044,555.07**	**$ 101,041.88**	**$ 8,420.16**	**$ 1,309,416.24**	**$ 109,118.02**	**$ 95,466.41**	**$ 196,164.28**
Commercial	Commercial			11,540	-		5.2526%	Not For Sale	$ 729.17	$ 8,750.00	$ 8,633.37	$ 719.45	$ 61,703.20	$ 5,141.93	$ 1,448.61	$ 5,871.10
Community	Community			9,397	-		1.8963%	Not For Sale	$ 337.50	$ 4,050.00	$ 3,116.69	$ 259.72	$ 22,275.39	$ 1,856.28	$ 597.22	$ 2,193.78
Parking	Parking			10,893			3.5013%	Not For Sale	$ 462.50	$ 5,550.00	$ 3,173.79	$ 264.48	$ 41,129.98	$ 3,427.50	$ 726.98	$ 3,890.00
Amenity	Amenity			6,500			0.6143%	Not For Sale	$ 937.50	$ 11,250.00	$ 1,009.66	$ 84.14	$ 7,215.76	$ 601.31	$ 1,021.64	$ 1,538.81
Sub Total				**38,330**	**-**		**11.2645%**		**$ 2,466.67**	**$ 29,600.00**	**$ 15,933.50**	**$ 1,327.79**	**$ 132,324.33**	**$ 11,027.03**	**$ 3,794.46**	**$ 13,493.69**
Totals				**107,972**	**7,138**		**100.0000%**	**$140,774,428**	**$ 89,512.92**	**$ 1,074,155.07**	**$ 116,975.38**	**$ 9,747.95**	**$ 1,441,740.57**	**$ 120,145.05**	**$ 99,260.87**	**$ 209,657.97**

NOTES TO SCHEDULE A

1. Amounts are projected on the assumption that the first year of Condominium operation will be the year from January 1, 2018 to December 31, 2018. The actual first year of Condominium operation may be earlier or later than that year.

2. The square foot area of the Units set forth in the floor plans and in **Exhibit B** to the Declaration are approximate and were obtained by using the method customarily used in New York City to measure condominium apartments. The dimensions on all floor plans in Part II of this Plan are approximate within reasonable tolerances.

   The approximate floor area of each Unit has been measured horizontally from (i) the exterior face of any exterior walls directly enclosing the unit (perimeter and mechanical pipes are not deducted); (ii) the centerline of any wall or partition separating the Unit from another Unit; and (iii) the outside face of any demising wall or partition separating the Unit from any Common Elements, mechanical areas, elevator shafts, egress stairs or trash rooms where those elements do not exclusively serve the Unit. Where a furring wall or chase space serving the Unit is adjacent to the structural shear wall bounding the egress stair, the area is taken to the inside face of structural shear wall. Since the area calculations are not based upon measurements from interior surfaces of interior walls, the usable floor area of the Units is less than the area listed in **Schedule A**.

   Bedroom and bathroom counts are based on the anticipated number of such rooms within a Unit. ".5" bathrooms means a powder room with a sink and toilet but no shower or bathtub.

3. Sponsor has reserved the right to change the offering prices (as well as other terms of sale) of Units, not subject to executed Purchase Agreements, so Purchasers may pay different prices for similar Units. See the Section entitled "Changes in Prices and Units" in Part I of this Plan for further discussion. In addition to paying the purchase prices of their Units, Purchasers will be responsible for paying certain closing adjustments and Closing Costs (see the Section entitled "Unit Closing Costs and Adjustments" in Part I of this Plan for further discussion).

4. The Common Interest of each Unit has been determined, pursuant to Section 339-i(1)(iv) of the Condominium Act. In accordance with such method of calculation, the Common Interests have been determined based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of common elements for exclusive or shared use, and the overall dimensions of the particular Unit.

   The Common Interest of 421-a Affordable Units has been skewed downward based on the relative value of such Units at the time of their initial offering from Sponsor.

The aggregate Common Interests of all of the Units equal one hundred percent.

5. These projections have been based upon the projections contained in "Projected Budget for First Year of Condominium Operation - Schedule B," which were made based on the assumption that the first year of condominium operation will be from January 1, 2018 to December 31, 2018. The actual first year of operation may be earlier or later. 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 (other than Purchasers who are then in default beyond any applicable grace period, if the Plan has been declared effective) 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 Purchaser electing rescission pursuant to such offer will have their Down Payments and any interest accrued thereon returned.

   In addition to the payment of Common Charges, each Unit Owner will incur additional expenses for:

   a. mortgage payments under any loan or loans obtained to finance the purchase of the Unit;

   b. the cost of electricity and gas supplied to the Unit, which will be separately metered and payable as and when billed (estimates of electricity costs for each Unit are disclosed in Schedule B-1 of the Plan);

   c. the cost of interior repairs to, and the maintenance, painting and decoration of, the Unit, including, without limitation, the equipment and appliances contained in the same, and any appurtenant Limited Common Elements;

   d. the cost of any insurance that the Unit Owner may desire to carry covering the furniture, belongings, equipment and other personal property in the Unit, as well as his or her liability to others for personal injury or property damage as a result of occurrences in the Unit;

   e. telephone and cable television charges;

   f. real estate taxes (see footnote 6 below); and

   g. Special Assessments, if any.

   In addition, see the Section entitled "Unit Closing Costs and Adjustments" in Part I of this Plan which lists sample Closing costs.

7. Upon substantial completion of construction, the Residential Units will be classified by the New York City Department of Finance ("Department of Finance") as a tax class 2 Unit and the Non-Residential Units will be classified as tax class 4 Units. The policy of the Department of Finance is to apportion each Unit's real estate taxes based on its Common Interest. However, Sponsor makes

no representation that the Department of Finance will actually apportion the real estate taxes for each Unit based on Common Interest. Post-construction real estate tax estimates were made by Israel Schechter, PLLC ("Schechter"), 570 Lexington Avenue, New York, New York 10022. Estimates of real estate taxes in Schedule A, without a partial real estate tax exemption under Section 421-a of the New York State Real Property Tax Law ("421-a Benefits"), were made by Schechter based on projections for the 2018/2019 tax year, which Schechter assumes, but does not guarantee, will be the first year that the Department of Finance will fully assess the Property based on the substantially completed Building. Real estate tax projections for the Residential Units and the Non-Residential Units were made based upon the projected tax rate of 13.421% and 10.684%, respectively. Historically, the Department of Finance has annually increased the tax rate, which, if effectuated, would result in higher actual real estate taxes, with and without 421-a Benefits.

The Section 421-a "prior assessed value" is the lower of the actual or transitional assessed value of the Land and Building (if any) during the tax year prior to the commencement of construction. Sponsor intends to commence construction in the 2014/2015 tax year and, therefore, the Section 421-a "mini-tax" will be based on the transitional assessed value of the Property during the 2013/2014 tax year, which is $848,431. Real estate taxes based on the prior assessed value may be higher or lower depending on the tax rate in effect in a given tax year.

Approximately 6.80% of the Building's aggregate floor area is anticipated to be ineligible for 421-a Benefits. It has been the past practice of the New York City Department of Finance to impose the assessment for spaces that are ineligible for 421-a Benefits solely on non-residential condominium units. However, Sponsor cannot guaranty that the Department of Finance will implement 421-a Benefits in this manner for the Units. In the event that the Department of Finance imposes an assessment for 421-a ineligible space on every Unit, and not only the Non-Residential Units, then the real estate taxes for each Unit, with 421-a Benefits, will be higher than indicated on **Schedule A**.

No warranty, guaranty or assurance is given that:

(i) any projected or estimated amount set forth above including, without limitation, the estimates of the Property's assessed valuations during the first year of Condominium operation; the estimates of the portions of such assessed valuations that will be allocable to the Units; the projection of the average real estate tax rate that will be in effect during such first year; will approximate the actual amount; or

(ii) the Department of Finance will allocate the Property's aggregate assessed valuation between the Units in accordance with the appraised values used by Schechter for such purpose, or that the Department of Finance will allocate the aggregate assessed valuation attributable to the Units among the different Units as described above.

Sponsor represents that it will use reasonable efforts to obtain 421-a Benefits. However Sponsor makes no representation or warranty that the Property will receive 421-a Benefits, and no representation or warranty as to the date such 421-a Benefits will take effect if they are received.

Until the Units are separately assessed, each Unit Owner will pay to the Board their Unit's pro rata share of the Property's real estate taxes for the period in question based upon Common Interest. This proration will be made by allocating the Property's taxes among the Unit Owners in accordance with each Unit's Common Interest. The Board will pay such real estate taxes to the Department of Finance or directly to Sponsor if Sponsor has paid such real estate taxes. If any Unit Owner fails to pay his pro rata share as set forth above, the Board will be entitled to assess late charges and/or place a lien on such Unit as if such unpaid share were Common Charges. At such time as a Unit is separately assessed and separate tax bills are issued, the Unit Owner will pay such taxes directly to the taxing authority.

There is no assurance that the pro-ration of taxes described in the paragraph above will equal the actual amount of real estate taxes which will be assessed against the Units, and the actual amounts may vary considerably from the method set forth above.

Please refer to the section of this Plan entitled "Real Estate Taxes" and the opinion of Sponsor's counsel, Seiden & Schein, P.C. for more information about the real estate taxes.

In the opinion of Seiden & Schein, P.C., counsel to Sponsor, the tax laws existing on the date of this Plan in general permit a Unit Owner who itemizes his deductions to deduct from income for the purposes of Federal, New York State and New York City income taxes, any real estate taxes actually paid by such Unit Owner with respect to his Unit. However, the amount of such deductions may vary from year to year due to changes in the amount of the real estate taxes payable by the Unit Owner (which might result from changes in the assessed valuation of the Unit, in the tax rate and/or in the manner of assessing real property). Prospective Purchasers should refer to the Section entitled "Income Tax Deductions to Unit Owners and Tax Status of the Condominium" in Part I of this Plan, as well as to the "Counsel's Income Tax Opinion," for further discussion.

IRS Circular 230 Disclosure: In May 2005 the U.S. Treasury Department amended the regulations known as "Circular 230," which, among other things, set forth rules and standards with respect to the rendering of Federal tax advice. In general, the amended rules require such Federal tax advice to include a certain level of detail and discussion and to satisfy certain other requirements, unless the advice meets certain exceptions or is accompanied by a disclosure of certain limitations of the advice. In compliance with Circular 230, the following disclosure sets forth these limitations. Specifically, taxpayers are hereby

informed that (i) this Offering Plan was not intended or written to be used, and it cannot be used, by any taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer by the IRS; (ii) this Offering Plan was written to support the promotion or marketing of the transactions(s) or matter(s) addressed in this Offering Plan; (iii) the taxpayer should seek advice based on taxpayer's particular circumstances from an independent tax adviser.

Schedule A-1

One Time Fee for Super Unit Down Payment and Closing Costs (as described in Offering Plan)

Unit Number		
2A	A	$10,262
2B	B	$0
2C	C	$0
2D	D	$0
2E	E	$6,009
3A	A	$10,399
3B	B	$6,251
3C	C	$3,500
3D	D	$3,572
3E	E	$0
3F	F	$0
3G	G	$14,384
3H	H	$9,837
4A	A	$10,666
4B	B	$6,448
4C	C	$3,556
4D	D	$3,625
4E	E	$0
4F	F	$0
4G	G	$14,742
4H	H	$10,090
5A	A	$10,930
5B	B	$6,649
5C	C	$3,611
5D	D	$3,684
5E	E	$0
5F	F	$0
5G	G	$15,100
5H	H	$10,340
6A	A	$11,201
6B	B	$10,566

6C	C	$0
6D	D	$11,036
6F	F	$15,648
6G	G	$10,593
7A	A	$11,465
7B	B	$10,835
7C Super Unit	C	$0
7D	D	$10,956
7E	E	$17,098
7F	F	$10,879
8A	A	$18,626
8B	B	$14,914
8C	C	$22,621
9A	A	$31,034
9B	B	$14,342
10A	A	$25,765
10B	B	$14,540
11A	A	$34,636
		$460,408

2040 Frederick Douglass Boulevard
Schedule B
January 1, 2018- December 30, 2018

	Total Costs
INCOME	
Residential Unit Common Charges	$1,044,555.07
Commercial Unit Common Charges	$8,750.00
Parking	$5,550.00
Amenity	$11,250.00
Community Facility	$4,050.00
TOTAL	**$1,074,155.07**

	Total Costs	Residential Cost	Commercial Cost	Parking Cost	Amenity Cost	Community Facility Cost
EXPENSES						
Superintendent & Maintenance Staff Salaries	$125,000.00	$121,750.00	$1,000.00	$750.00	$1,250.00	$250.00
Fulltime Doorman	$250,000.00	$249,500.00	$0.00	$0.00	$500.00	$0.00
Super Unit	$73,196.07	$70,696.07	$750.00	$500.00	$1,000.00	$250.00
Heating	$61,600.00	$59,600.00	$500.00	$0.00	$1,000.00	$500.00
Electricity	$138,600.00	$136,100.00	$0.00	$0.00	$2,500.00	$0.00
Cooking Gas	$8,400.00	$8,400.00	$0.00	$0.00	$0.00	$0.00
Water & Sewer	$36,404.00	$33,554.00	$1,500.00	$300.00	$750.00	$300.00
Maintenance/Repairs/Enironmental Maintenance	$85,000.00	$83,000.00	$1,000.00	$500.00	$250.00	$250.00
Elevator Maintenance & Repairs	$35,000.00	$33,000.00	$500.00	$1,000.00	$500.00	$0.00
Supplies/Cleaning/Exterminating	$15,000.00	$14,000.00	$500.00	$0.00	$250.00	$250.00
Insurance	$46,215.00	$43,215.00	$750.00	$750.00	$1,500.00	$0.00
Management Fee	$40,000.00	$37,500.00	$1,000.00	$500.00	$500.00	$500.00
Legal	$10,000.00	$9,000.00	$250.00	$250.00	$250.00	$250.00
Accounting	$15,000.00	$14,000.00	$250.00	$250.00	$250.00	$250.00
Cooling Tower	$28,740.00	$28,240.00	$0.00	$0.00	$0.00	$500.00
Capital Reserve	$106,000.00	$103,000.00	$750.00	$750.00	$750.00	$750.00
TOTAL	**$1,074,155.07**	**$1,044,555.07**	**$8,750.00**	**$5,550.00**	**$11,250.00**	**$4,050.00**

FOOTNOTES TO SCHEDULE B

1. Residential Condominium Common Charges (Budget – $1,044,555.07)

   The Condominium's projected expenses for the first year of operation pertaining to the Residential Units represent the Residential Units' share of the Residential Common Expenses and the Residential Units' share of General Common Expenses. The Common Charges projected herein are based upon estimated expenses for the twelve (12) month period commencing January 1, 2018.

   If the projected date of commencement of Condominium Operation is delayed by more than six (6) months from the projected budget year in the Offering Plan, the Plan will be amended to include a revised budget disclosing the current projections. If such amended projections exceed the original projections by twenty-five (25%) percent or more, Sponsor will offer all Purchasers the right, for a period of fifteen (15) days, to rescind their Purchase Agreements and have their deposits refunded, with any interest earned thereon.

   The amount of the total Residential Common Charges is the estimated income needed to pay that share of the Common Expenses which is reasonably attributable to the Residential Units.

2. Commercial Unit Common Charges (Budget – $8,750)

   The Commercial Unit Common Charges is the estimated income needed to pay the General Common Expenses reasonably attributable to the Commercial Unit. See below for further disclosure.

   As of the Filing Date, Sponsor has not leased the Commercial Unit. Sponsor reserves the right to lease or sell the Commercial Unit at any point in the future, but makes no representation as to the future use of the Commercial Unit. In the event that Sponsor leases or sells the Commercial Unit, Sponsor shall retain all income generated from such lease for its own account. No portion of any income generated by, or in, the Commercial Unit shall be paid over to the Condominium. Sponsor also reserves the right to sell the Commercial Unit. The laundry room, bicycle room and residential storage room are in the Commercial Unit which shall be owned by the Sponsor. All income generated from the laundry or storage will be retained by the Commercial Unit Owner and will not go to the Condominium Board. The Building super and Building staff will be in charge of care and maintenance of the laundry room, storage room and bicycle room. The retail space and laundry room in the Commercial Unit will be separately metered.

3. Parking Unit Common Charges (Budget – $5,550)

The Parking Unit Common Charges is the estimated income needed to pay the General Common Expenses reasonably attributable to the Parking Unit. See below for further disclosure.

As of the Filing Date, Sponsor has not leased the Parking Unit. Sponsor reserves the right to lease, sell, or license the Parking Unit at any point in the future, has the right to operate in any way in compliance with applicable law, and makes no representation as to the future use of the Parking Unit. In the event that Sponsor leases or sells the Parking Unit, Sponsor shall retain all income generated from such lease for its own account. Sponsor also reserves the right to sell the Parking Unit. No portion of any income generated by, or in, the Parking Unit shall be paid over to the Condominium.

4. Amenity Unit Common Charges (Budget – $11,250)

The Amenity Unit Common Charges is the estimated income needed to pay the General Common Expenses reasonably attributable to the Amenity Unit. See below for further disclosure.

As of the Filing Date, Sponsor has not leased the Amenity Unit. Sponsor reserves the right to lease the Amenity Unit at any point in the future, but makes no representation as to the future use of the Amenity Unit. In the event that Sponsor leases the Amenity Unit, Sponsor shall retain all income generated from such lease for its own account. No portion of any income generated by, or in, the Amenity Unit shall be paid over to the Condominium. The Building super and Building staff will be in charge of care and maintenance of the spaces in the Amenity Unit. Sponsor may also sell the Amenity Unit to the Condominium at any time, at which point, Condominium will be responsible for all costs. The Amenity Unit will have a separate electric meter.

5. Community Facility Unit Common Charges (Budget – $4,050)

The Community Facility Unit Common Charges is the estimated income needed to pay the General Common Expenses reasonably attributable to the Community Facility Unit. See below for further disclosure.

As of the Filing Date, Sponsor has not leased the Community Facility Unit. Sponsor reserves the right to lease the Community Facility Unit at any point in the future, but makes no representation as to the future use of the Community Facility Unit. In the event that Sponsor leases the Community Facility Unit, Sponsor shall retain all income generated from such lease for its own account. Sponsor also reserves the right to sell the Community Facility Unit. No portion of any income generated by, or in, the Community Facility Unit shall be paid over to the Condominium. The Community Facility Space will be separately electrically metered and have its own elevator. The Community Facility Unit will be provided heating and cooling from the cooling tower and hot water from the Building's boiler. These costs are budgeted for in this line item.

6. Superintendant and Maintenance Staff Salaries (Budget - $125,000)

The budget includes provision for one (1) superintendent who will work Monday through Friday during normal business hours, and who will be available seven (7) days per week. The superintendent will be in charge of regular maintenance, repairs, and other services usually performed by a superintendent on the common elements. It also includes provision for one part time weekday porter. The cost attributed to these services includes all withholding taxes, vacation and sick benefits, required payroll taxes, deductions, and any government mandated labor costs. Only the superintendent will receive paid vacation benefits. The employees will not be union employees. The breakdown of salaries and benefits, including healthcare, is as follows:

Position	Time	Annual Cost
Porter	One Part Time	$ 45,000.00
Superintendent	One Full time	$ 80,000.000
Total Labor Costs		$ 125,000.00

This level of staffing complies with applicable housing and labor laws.

The Commercial Unit will make an approximately .8% contribution to this budget line item, the Parking Unit will make an approximately .6% contribution to this budget line item, the Amenity Unit will make an approximately 1% contribution to this budget line item, and the Community Facility Unit will make an approximately .2% contribution to this budget line item, based on anticipated utilization of the Building staff's services.

7. Fulltime Doormen (Budget- $250,000)

The budget includes provision for five (5) fulltime doormen who will work Sunday through Saturday, 24 hours a day. The cost attributed to these services includes all withholding taxes, vacation and sick benefits, required payroll taxes, deductions, and any government mandated labor costs. Only full time labor will receive paid vacation benefits. The Amenity Unit will make an approximately .2% contribution to this budget line item, based on anticipated utilization of the Building staff's services.

Position	Time	Annual Cost
Doormen	Full Time	$250,000

8. Superintendent's Unit (Budget- $73,200)

For a period of two years commencing as of the First Unit Closing, the Condominium Board (on behalf of all Unit Owners) will have the right to purchase Residential Unit 7C for use by the superintendent. It is anticipated that the entire purchase price of the superintendent's Unit Costs will be financed by an institutional lender at the prevailing interest rates in effect at the time. In addition to the costs attributable to

the mortgage, which would be collected from Unit Owners as a Common Expense, there will be a one-time only payment for the closing costs and 30.00% down payment, paid by the Board from contributions made by Purchasers, other than 421-a Affordable Purchasers, at Closing (See **Schedule A-1** located in Part I of this Plan).

The Board will pay rent to the Sponsor for the first two years of Condominium operation (unless the Unit is purchased by the Board) in the amount of $6,100 per month, starting from First Unit Closing. This rent will cover Common Charges and real estate taxes for the Unit. If the Board decides to purchase the Unit at a point during the first two years of Condominium operation, the purchase price will be $ 1,534,693. During the first year of Condominium operation Common Charges are estimated to be $6,103 and real estate taxes are estimated to be $327. Sponsor makes no representation as the Common Charges or real estate taxes after the first year of Condominium operation. Provided that all of the contributions to the down payment and Closing costs are made, as provided on **Schedule A-1**, Sponsor anticipates, but does not guaranty, that the Board's purchase of the Super's Unit will not change the budget for the superintendent's Unit. If the Board does not purchase the Unit, the Board will keep the deposits., to be used in the Board's discretion. Sponsor reserves the right at its discretion, to change unit of which super resides from 7C to another unsold unit or unit not under contract or eliminate super unit altogether.

Total annual cost of rent in the first year of Condominium operations will be will be $73,196.07 per year.

The Commercial Unit will make an approximately 1.02% contribution to this budget line item, the Parking Unit will make an approximately .68% contribution to this budget line item, the Amenity Unit will make an approximately 1.37% contribution to this budget line item, and the Community Facility Unit will make an approximately .34% contribution to this budget line item, based on anticipated utilization of the Building staff's services.

9. Heating (Budget - $61,600.00)

The budget amount based upon a letter dated, January 9, 2015 from Ettinger Engineering Associates, 505 Eighth Avenue, New York, New York 10018, which estimates the cost at $61,600 for usage of 44,000 therms for heat and domestic hot water. The average cost per the letter is $1.40 per therm (which includes sales tax). The usage estimated by Ettinger Engineering Associates is for the entire residential and amenity portion including public spaces serving the residential portion of the building. The Commercial, Parking and Community Facility Units will be separately metered for heat and air conditioning but will use the cooling tower for heat. Heating of the laundry room is included in this line item. The system for heat, air conditioning and hot water runs off of natural gas and electricity.

The projected rates set forth above are based on current rates of Con Edison. It is not possible to predict how closely the budgets figure will reflect the actual expenses for gas to be incurred during the first year of Condominium Operation, in part because

such expenses will vary with the level of consumption applicable to 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. However, no budget item is warranted.

The Commercial Unit will make an approximately .8% contribution to this budget line item~~,~~. The Amenity Unit will make an approximately 1.62% contribution to this budget line item. Residential Units 8A, 8C, 9A, 10A and 11A will have heating that will be provided by heating units within their apartment and not from the cooling tower. However, Residential Units 8A, 8C, 9A, 10A and 11A will also each pay for this budget line item as part of their Common Charges.

10. Electricity (Budget - $138,600.00)

The budget amount based upon a letter dated, January 9, 2015 from Ettinger Engineering Associates, 505 Eighth Avenue, New York, New York 10018, which estimates the cost at $138,600 (not including sales tax) for usage of 630,000 kilowatt hours per year with the average summer and winter rate of $.22 per kilowatt hour, for the cost of electricity for the Residential Common Elements and covers the operation of such items as elevators, cooling tower, boilers, heat exchangers, pumps, building motors, exhaust fans, and lighting for corridors and exterior, elevator lobbies, lighting for exterior tree pits, exterior and stairways. Electricity is provided by Consolidated Edison Company, (Con Edison) - a regulated company.

This item includes the cost of electricity supplied to the General Common Elements. The Parking, Commercial and Community Facility Units are separately metered for electricity. Each Unit Owner will pay the charges for all electricity furnished to his Unit, as measured by each separate meter, directly to the provider, as and when billed. Unit costs will be based on current tariffs. The estimated consumption and cost for Residential Unit Owners' units is also set forth in **Schedule B-1**.

The projected electric rate set forth above is based on the current rates. It is not possible to predict how closely the budgeted figure will reflect the actual expense for electricity 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 electricity, (which has in the past been highly volatile and unpredictable). Historically, electric rates have been steadily increasing and the cost of electricity 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. However, no budget item is warranted.

The Amenity Unit will make an approximately 1.8% contribution to this budget line item.

11. Cooking Gas (Budget- $8,400.00)

The budget amount based upon a letter dated, January 9, 2015 from Ettinger Engineering Associates, 505 Eighth Avenue, New York, New York 10018, which estimates the cost at $8,400 for usage of 6,000 therms for the Residential Units' cooking gas. The average cost per the letter is $1.40 per therm (which includes sales tax). The Commercial including the laundry, Community Facility and Parking Units will be separately metered for gas as needed.

The projected rates set forth above are based on current rates. It is not possible to predict how closely the budgets figure will reflect the actual expenses for gas to be incurred during the first year of Condominium Operation, in part because such expenses will vary with the level of consumption applicable to 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 of 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. However, no budget item is warranted.

12. Water and Sewer (Budget - $36,404.00)

The budget amount is based upon a letter dated, January 9, 2015 from Ettinger Engineering Associates, 505 Eighth Avenue, New York, New York 10018. Water for individual Unit use is supplied by the City of New York. Water supply will be master metered for all Residential and Amenity Units. The Laundry Room in the Commercial Unit will use water in this line item.

Charges for sewer use are proportional to the metered water consumption and will be allocated by the City of New York accordingly. It is understood that the water and sewer allocation for the Commercial, Community Facility and Parking Units will be separately metered.

The Commercial Unit will make an approximately 2.3% contribution to this budget line item, the Parking Unit will make an approximately .46% contribution to this budget line item, the Amenity Unit will make an approximately 1.15% contribution to this budget line item, and the Community Facility Unit will make an approximately .46% contribution to this budget line item.

13. Repairs, Maintenance and Environmental Maintenance (Budget - $85,000.00)

The budgeted figure for these items includes the cost of normal maintenance and repairs to the General Common Elements. The figure is based on the cost of

maintenance in comparable mixed use buildings. Each Unit Owner will be responsible for the cost of interior maintenance, repairs, decoration and painting of his respective Unit, including the appliances. The cost for standard repairs is estimated to be $85,000.00 for the Condominium's first year of operation.

Please see body of the Plan for environmental and Brownfield considerations. In the event that yearly maintenance or additional expenditures are required due to the classification of the environmental cleanup, those expenses are budgeted in this line item.

The Commercial Unit will make an approximately 1.54% contribution to this budget line item, the Parking Unit will make an approximately .77% contribution to this budget line item, the Amenity Unit will make an approximately .38% contribution to this budget line item, and the Community Facility Unit will make an approximately .38% contribution to this budget line item.

14. Elevator Maintenance and Repairs (Budget- $35,000.00)

The budgeted figure represents the estimated annual cost of maintaining and repairing the building's residential elevators, and the elevators in the Parking, Commercial and Community Facility Units. Through the previous management experience of Kyrous Realty Group, 263 West 38th Street, Suite 15E, NY, NY 10018, $35,000 is a reasonable amount.

The Commercial Unit will make an approximately 1.43% contribution to this budget line item, the Parking Unit will make an approximately 2.86% contribution to this budget line item, the Amenity Unit will make an approximately 1.43% contribution to this budget line item.

15. Supplies, Cleaning and Exterminating (Budget - $15,000.00)

The budgeted figure represents the estimated annual cost of maintaining and repairing roofing, interior walls, exterior repairs, heating systems, plumbing, electrical work, exterminating, ground maintenance, janitor supplies and painting of common areas.

The Commercial Unit will make an approximately 3.33% contribution to this budget line item, the Amenity Unit will make an approximately 1.67% contribution to this budget line item, and the Community Facility Unit will make an approximately 1.67% contribution to this budget line item.

16. Insurance (Budget - $46,215.00)

The following insurance will be covering the Condominium for the first year of Condominium operation from Hub International Northeast, 100 Sunnyside Boulevard, Woodbury, New York 11797:

Item Covered	Coverage Amount Limit	Deductible
All Risk Coverage including Replacement Cost Coverage Agreed amount, no co-insurance	$23,000,000.00 $25,000 on	$5,000.00 - all perils except Flood & Earthquake
Comprehensive General Liability	$1,000,000.00 per occurrence $2,000,000.00 aggregate $1,000,000.00 products and completed operations $1,000,000.00 hired and non-owned auto $1,000,000.00 personal injury $100,000.00 fire damage legal liability	
Umbrella Liability	$50,000,000.00 per occurrence/aggregate	
Crime	$1,000,000 per occurrence limit	$10,000.00
Worker's Compensation	Statutory limits/coverages (based on 1 employee)	
Boiler & Machinery	$23,000,000 limit	$5,000.00/72 hr
Carriers	All "A" rated	

The estimated annual premium for the foregoing coverage is $46,215.00. It is not possible to predict future premiums. Although the projection is believed to be reasonable, no budget item is warranted.

The Commercial Unit will make an approximately 1.62% contribution to this budget line item, the Parking Unit will make an approximately 1.627% contribution to this budget line item, the Amenity Unit will make an approximately 3.25 contribution to this budget line item.

Sponsor will deliver a fire and liability binder or policy to the Board of Managers prior to or at the First Closing of a Unit. The premium will be financed and Sponsor will pay the initial installment of the premium, for which Sponsor shall be reimbursed one (1) year from and after the First Closing, without interest. Thereafter, the cost for such binder or policy will be paid by the Board (and shared by all Unit Owners as a portion of the Common Charges). The proposed insurance coverage satisfies the requirements of the management agreement described below. The terms of the all-risk policy will provide that such Unit Owner is an additional insured and that there will be no cancellation without notice to the Board of Managers and Unit Owners.

The policy will waive subrogation, invalidity because of the acts of the insured and Unit Owners, and any pro-rata reduction if additional Unit Owners obtain coverage.

Each individual Unit Owner should consider the desirability of obtaining additional insurance at his own cost covering (i) fire or casualty loss to the contents of his Unit and any replacements, additions, upgraded fixtures and improvements therein and (ii) liability for personal injury or property damage as a result of occurrences in his Unit.

17. Management Fees (Budget - $40,000.00)

At the First Closing, the Board of Managers will enter into a management agreement with K&R Realty Management, 316 West 118th Street, New York, NY 10026 for an initial term of one (1) year. This represents a fee of approximately $816 per Residential Unit.

The Commercial Unit will make an approximately 2.5% contribution to this budget line item, the Parking Unit will make an approximately 1.25% contribution to this budget line item, the Amenity Unit will make an approximately 1.25% contribution to this budget line item, and the Community Facility Unit will make an approximately 1.25% contribution to this budget line item.

18. Legal (Budget - $10,000.00)

Legal fees for the Condominium's first year of operation will be $25,000.00. This estimate is based on comparable services for similar condominiums of similar size and operation.

The Commercial Unit will make an approximately 1% contribution to this budget line item, the Parking Unit will make an approximately 1% contribution to this budget line item, the Amenity Unit will make an approximately 1% contribution to this budget line item, and the Community Facility Unit will make an approximately 1% contribution to this budget line item.

19. Accounting (Budget- $15,000.00)

Accounting fees for the Condominium's first year of operation will be $15,000.00 as per the letter of Samuel S Adlesberg & CO, CPA, 280 Northern Boulevard, Great Neck, NY 11021. This estimate is based on comparable services for similar condominiums of similar size and operation.

The Commercial Unit will make an approximately 1.67% contribution to this budget line item, the Parking Unit will make an approximately 1.67% contribution to this budget line item, the Amenity Unit will make an approximately 1.67% contribution to this budget line item, and the Community Facility Unit will make an approximately 1.67% contribution to this budget line item.

20. Cooling Tower (Budget- $28,740)

The cooling tower, while not separately metered for water consumption, will still be budgeted for separately based on a projected consumption of 300,000 cubic feet of water per year at a current rate of $.0958 per cubic foot for a total cost of $28,740. Cooling tower provides heat and cooling for all Residential Units other than Residential Units 8A, 8C, 9A, 10A and 11A which will have heating that will be provided by heating units within their apartment. The estimated consumption and cost of heating Residential Units 8A, 8C, 9A, 10A and 11A, which will run on electricity, is set forth in **Schedule B-1**.

21. Capital Reserve (Budget - $106,000)

This account is set up for maintenance, repair and replacement of major capital improvements.

The Commercial Unit will make an approximately .71% contribution to this budget line item, the Parking Unit will make an approximately .71% contribution to this budget line item, the Amenity Unit will make an approximately .71% contribution to this budget line item, and the Community Facility Unit will make an approximately .71% contribution to this budget line item.

22. Total Estimated Expenses Budget ($1,074,155.07)

The projections set forth in this budget assume that the first year of Condominium operation will cover the period from January 1, 2018 - December 31, 2018.

NOTE:

IN THE OPINION OF SPONSOR, THE PROJECTED INCOME IS ADEQUATE TO MEET THE ESTIMATED EXPENSES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION, ASSUMING SUCH FIRST YEAR TO BE THE YEAR COMMENCING JANUARY 1, 2018. THE FOREGOING BUDGET, HOWEVER, IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE BY ANYONE THAT THE ANNUAL COMMON CHARGES OR COMMON EXPENSES FOR THE FIRST OR ANY SUBSEQUENT YEAR OF OPERATION OF THE PROPERTY BY THE BOARD OF MANAGERS WILL BE AS SET FORTH IN SAID BUDGET.

IT IS LIKELY THAT THE ACTUAL INCOME AND EXPENSES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION WILL VARY FROM THE AMOUNTS SHOWN IN THE BUDGET. IN THE EVENT THAT THE ACTUAL OR ANTICIPATED DATE THAT CONDOMINIUM OPERATIONS WILL COMMENCE IS DELAYED BEYOND JULY 1, 2018 THEN IN SUCH EVENT, THIS PLAN WILL BE AMENDED TO REFLECT A REVISED BUDGET FOR THE FIRST YEAR OF CONDOMINIUM OPERATION. ADDITIONALLY, IN THE EVENT THAT THE REVISED BUDGET EXCEEDS THE ORIGINAL BUDGET BY MORE THAN TWENTY-FIVE (25%) PERCENT OR IN THE EVENT THAT THE COMMENCEMENT OF THE FIRST YEAR OF CONDOMINIUM OPERATION IS DELAYED BEYOND DECEMBER 31, 2018, THEN IN SUCH EVENT, PURCHASERS SHALL HAVE THE RIGHT TO RESCIND THEIR RESPECTIVE PURCHASE AGREEMENTS WITHIN FIFTEEN (15) DAYS FROM AND AFTER DELIVERY OF A COPY OF THE REVISED BUDGET TO SAID PURCHASER. IN THE EVENT THAT ANY PURCHASERS ELECT TO RESCIND THEIR RESPECTIVE PURCHASE AGREEMENTS PURSUANT TO THE FOREGOING PROVISIONS OF THIS PARAGRAPH, THEN IN SUCH EVENT, THE SPONSOR WILL REFUND THE DOWNPAYMENTS UNDER SAID RESCINDED CONTRACTS, TOGETHER WITH ALL INTEREST ACCRUED THEREON, TO THE PURCHASERS UNDER SAID RESCINDED CONTRACTS.

SPONSOR HAS RESERVED THE RIGHT TO ENTER INTO SERVICE, MAINTENANCE, EMPLOYMENT, CONCESSIONAIRE AND OTHER AGREEMENTS THAT WILL BE BINDING ON THE BOARD OF MANAGERS UPON COMMENCEMENT OF CONDOMINIUM OPERATION. HOWEVER, SPONSOR MAY NOT ENTER INTO ANY BINDING SERVICE, MAINTENANCE, EMPLOYMENT, CONCESSIONAIRE AND OTHER AGREEMENTS THAT WILL MATERIALLY INCREASE THE FIRST YEAR'S PROJECTED COMMON CHARGES OR THAT WILL BE BINDING ON THE BOARD FOR A PERIOD OF MORE THAN TWO (2) YEARS FROM THE COMMENCEMENT OF CONDOMINIUM OPERATION, UNLESS DISCLOSED IN AN AMENDMENT.

Schedule B-1

ETTINGER ENGINEERING
ASSOCIATES

Robert Ettinger.PE..M.M.E
Eric Ettinger.PE.

January 6, 2015

Artimus Construction
316 West 118th Street
New York, NY 10026

Attn: Mr. Evan Kashanian

Re: 2040 Frederick Douglas Blvd.
New York, NY
Apartment Usage (Condo)

Dear Evan:

In accordance with your request, we list below estimates of annual electric energy costs for lighting, heating and air conditioning, and for operating the typical electrical appliances located in each apartment.

The estimated KWHR per year per square foot and annual cost of electricity per square foot utilized by individual apartments are 10.00 KWHR/Sq. Ft/Year and $2.00 per square foot, based on Con Edison rate of $0.20 per KW hour. The following table lists annual costs of electricity for all apartments individually:

Floor	Unit	Unit Type	SF	Total Annual KWH	Total Annual Cost
2nd	A	3 BR	1592	15920	3184
2nd	B	2 BR	905	9050	1810
2nd	c	0 BR	553	5530	1106
2nd	D	0 BR	535	5350	1070
2nd	E	2 BR	1042	10420	2084
3rd	A	3 BR	1572	15720	3144
3rd	B	2 BR	1170	11700	2340
3rd	c	1 BR	645	6450	1290
3rd	D	1 BR	658	6580	1316
3rd	E	2 BR	865	8650	1730
3rd	F	1 BR	656	6560	1312
3rd	G	4 BR	2120	21200	4240

505 Eighth Avenue
New York.NY 10018
Ph. 212.244.2410
Fax. 212.643.1606
eeo@ettingerengineering.com
www.ettingerengineering.com

Schedule B-1

Mr. Evan Kashanian
Artimus Construction

January 6, 2015

Floor	Unit	Unit Type	SF	Total Annual KWH	Total Annual Cost
3rd	H	3BR	1487	14870	2974
4th	A	3BR	1572	15720	3144
4th	B	2BR	1170	11700	2340
4th	C	1BR	645	6450	1290
4th	D	1BR	658	6580	1316
4th	E	2BR	865	8650	1730
4th	F	1BR	656	6560	1312
4th	G	4BR	2120	21200	4240
4th	H	3BR	1487	14870	2974
5th	A	3BR	1572	15720	3144
5th	B	2BR	1170	11700	2340
5th	C	1BR	645	6450	1290
5th	D	1BR	658	6580	1316
5th	E	2BR	865	8650	1730
5th	F	1BR	656	6560	1312
5th	G	4BR	2120	21200	4240
5th	H	3BR	1487	14870	2974
6th	A	3BR	1572	15720	3144
6th	B	3BR	1597	15970	3194
6th	C	2BR	864	8640	1728
6th	D	3BR	1615	16150	3230
6th	F	4BR	2121	21210	4242
6th	G	3BR	1487	14870	2974
7th	A	3BR	1572	15720	3144
7th	B	3BR	1597	15970	3194
7th	C	2BR	864	8640	1728
7th	D	3BR	1615	16150	3230
7th	E	4BR	2119	21190	4238
7th	F	3BR	1492	14920	2984
8th	A	3BR	1966	19660	3932

Ettinger Engineering Associates
Ph 212.244.2410
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eea@ettingerengineering.com
www.ettingerengineering.com

Schedule B-1

Mr. Evan Kashanian
Artimus Construction

January 6, 2015

Floor	Unit	Unit Type	SF	Total Annual KWH	Total Annual Cost
8th	B	3BR	1815	18150	3630
8th	C	4BR	2125	21250	4250
9th	A	5BR	3350	33500	6700
9th	B	4BR	1799	17990	3598
10th	A	5BR	2828	28280	5656
10th	B	4BR	1805	18050	3610
11th	A	4BR	3356	33560	6712

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 personal needs of occupants and weather conditions.

Sincerely,

Eric S. Ettinger, P.E., LEED AP

ESE/mn

C1396-02

Ettinger Engineering Associates
Ph 212.244.2410
Fax 212.643.1606
eea@ettingerengineering.com
www.ettingerengineering.com

The Board of Managers
The 285 West 110th Street Condominium
2040 Frederick Douglass Boulevard
New York, New York 10026

RE: Condominium Offering Plan
The 285 West 110th Street Condominium
2040 Frederick Douglass Boulevard
a/k/a 285 West 110th Street
New York, New York 10026

Sir:

Kyrous Realty Group, Inc. has been in the real estate management business for nearly sixteen (16) years, and currently manages more than thirty (30) cooperative and condominium apartment houses throughout New York City.

We have no beneficial interest in the Sponsor of the subject Offering Plan or in the profitability of the subject property.

Our firm has created the allocation of common interests as shown on Schedule A to be included in the condominium offering plan for the subject property.

The common interests have been allocated to each condominium unit based upon floor space, subject to the location of such floor 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 a particular unit, in accordance with Section 339(i)(1)(iv) of the New York Real Property Law.

KYROUS REALTY GROUP, INC.

By: Harriet Kyrous
Name: Harriet Kyrous
Title: President

Sworn to before me
this 14TH day of August, 2015

Kristin A. Indorato
Notary Public

KRISTIN A. INDORATO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01IN6316673
Qualified in New York County
Commission Expires Dec. 15, 2018

THE 421-a AFFORDABLE UNITS

Sponsor intends to apply to the City of New York for real estate tax benefits for the Property pursuant to Real Property Tax Law (the "RPTL") Section 421-a ("Section 421-a"). Since the Property is located in the Geographic Exclusion Area (as defined under the RPTL), Sponsor intends to qualify the Property for such real estate tax benefits by setting aside twenty percent (20%) of the Units in the Condominium for households with an income not to exceed 125% of the Area Median Income. Such Units are referred to herein as the "421-a Affordable Units".

Sponsor is required to offer the 421-a Affordable Units only to persons whose annual household income is no greater than 125% of AMI, pursuant to a lottery, which shall be administered by K&R Realty Management, Inc. ("K&R"), a company organized to do business under the laws of the State of New York, having its principal offices at 316 West 118th Street, New York, New York 10026, and monitored by the New York City Department of Housing Preservation and Development ("HPD"). Robert Ezrapour, the principal of Sponsor, is also a principal of K&R. Further disclosure about the lottery is located in the section of this Plan entitled "Procedure to Purchase."

As required by the 421-a Rules, prior to the First Unit Closing Sponsor will enter into a 421-a Restrictive Declaration with HPD. Pursuant to the 421-a Restrictive Declaration, in the event that Sponsor continues to own any Unsold 421-a Affordable Units within thirty-five (35) years after the completion of construction of the Building, as evidenced by the issuance of at least a Temporary Certificate of Occupancy which covers all Residential Units, Sponsor shall continue to offer such 421-a Affordable Units to persons whose annual household income is no greater than 125% of AMI. However, after thirty-five (35) years from the Building's completion of construction, Sponsor has the right to offer such Unsold 421-a Affordable Units to the public as Market-Rate Units pursuant to a duly filed amendment to the Offering Plan.

Sponsor's offer of the 421-a Affordable Units to persons with a household income of not greater than 125% of AMI is predicated upon its assumption that its acquisition of the Land from the New York State Department of Economic Development will qualify as "substantial governmental assistance," as that term is defined in the 421-a Rules. In the event that such acquisition does not qualify as "substantial governmental assistance," Sponsor will either (i) pursue some other form of substantial governmental assistance and (a) sell the 421-a Affordable Units to Eligible Purchasers with a household income of not greater than 125% of AMI, or (b) rent the 421-a Affordable Units to persons with an average household income of no more than ninety percent (90%) of AMI, or, (ii) not pursue some other form of substantial governmental assistance and either (a) offer the 421-a Affordable Units for sale to Eligible Purchasers whose annual household income is no greater than sixty percent (60%) of AMI or (b) rent the 421-a Affordable Units to persons with a household income of no more than sixty percent (60%) of AMI, or (iii) abandon the Section 421-a application as to the entire Property and either sell or rent the 421-a Affordable Units to ten (10) households with a household income of no more than 125% of AMI, in order to comply with the terms of the Deed. In the event that Sponsor determines to abandon the Section 421-a application, the real estate taxes that will be payable by

all Unit Owners will be significantly higher than the real estate taxes that would have been payable with 421-a Benefits. Please see **Schedule A** in this Plan for disclosure of the estimated real estate taxes for each Unit with and without 421-a Benefits.

In the event that Sponsor chooses to rent the 421-a Affordable Units under Section 421-a, the 421-a Restrictive Declaration will provide that such apartments shall be rented for a period of thirty-five (35) years from the issuance of a Temporary Certificate of Occupancy for all 421-a Affordable Units plus the duration of any 421-a Affordable Unit tenancies in existence at the end of such thirty-five (35) year period (the "Affordability Period"). All leases must be registered with the New York State Division of Housing and Community Renewal, with properly drafted 421-a riders, as rent stabilized until the end of the Affordability Period. Notwithstanding the foregoing, in the event that any rental 421-a Affordable Units are vacated, Sponsor reserves the right to sell such Units at the then allowable AMI level.

Provided that both the Plan is declared effective and the First Unit Closing occurs, the Market-Rate Units shall not be subject to rent stabilization. However, if the Plan is abandoned, then the Market-Rate Units will be rent stabilized in accordance with the Rent Stabilization Code. Purchasers may obtain more information about the Section 421-a application process, tax benefits and requirements associated therewith at http://www.nyc.gov/html/hpd/html/developers/421a.shtml.

As of the Filing Date, 125% and 60% of the Area Median Income are as follows:

Household Size	**Maximum Household Income (125% of AMI)**
1	$73,410
2	$83,900
3	$94,390
4	$104,880
5	$113,270
6	$121,660
Household Size	**Maximum Household Income (60% of AMI)**
1	$35,280
2	$40,320
3	$45,360
4	$50,340
5	$54,420
6	$58,440

Sponsor makes no representation about the maximum household income at 125% or 60% of AMI after the Filing Date. Purchasers of 421-a Affordable Units are encouraged to verify AMI maximums with K&R prior to applying for the lottery for a 421-a Affordable Unit.

The 421-a Rules are silent as to any income and re-sale price restrictions on re-sale purchasers of 421-a Affordable Units. Sponsor makes no representation, guarantee or warranty

that the 421-a Rules will not be amended at some future date to provide for income and re-sale price restrictions on 421-a Affordable Units.

To encourage long term ownership of the 421-a Affordable Units, 421-a Affordable Unit Purchasers shall be required to execute an Agreement of Covenants and Restrictions, to be recorded with the Register's Office. The Agreement of Covenants and Restrictions will require the initial 421-a Affordable Unit Purchaser to pay over to Sponsor a certain portion of such 421-a Affordable Unit Owner's net profits upon the first re-sale of such 421-a Affordable Unit to a bona fide purchaser. A form of Agreement of Covenants and Restrictions is located in Part II of this Plan. Market-Rate Unit Owners shall not be required to execute an Agreement of Covenants and Restrictions.

On the initial re-sale of 421-a Affordable Units, all 421-a Affordable Unit Owners shall be obligated to offer the Sponsor the right to purchase such 421-a Affordable Unit Owner's 421-a Affordable Unit (i.e. the right of first refusal) prior to offering the Residential Board the right of first refusal, pursuant to a fully executed Agreement of Covenants and Restrictions, a form of which is located in Part II of this Plan. Please see the section of the Plan entitled Rights and Obligations of Unit Owners and the Board of Managers for further disclosure.

Pursuant to the By-Laws, initial 421-a Affordable Unit Purchasers shall not be permitted to enter into any occupancy agreements (e.g. a lease or license), for their 421-a Affordable Unit while the Property is receiving 421-a Benefits.

Pursuant to the 421-a Rules, at the time of the initial sale of 421-a Affordable Units, the offering prices were established so that the sum of Common Charges and mortgage payments, including principal and interest (assuming that the mortgage constitutes 90% of the Purchase Price at the prevailing rate of interest) did not exceed thirty percent (30%) of 125% of AMI, adjusted for family size. In order to comply with the 421-a Rules, Sponsor skewed the Common Charges for the 421-a Affordable Units downward, as permitted by Section 339-m of the Real Property Law. However, Sponsor assumes that the Board is not required, subsequent to the Closing of any 421-a Affordable Unit, to continue to skew Common Charges which are payable by the 421-a Affordable Unit Owner, and, therefore, the Common Charges payable by 421-a Affordable Unit Owners may increase substantially after the first year of Condominium operation. Sponsor gives no guaranty or warranty that HPD will concur with Sponsor's assumption and, therefore, it is possible that HPD may not allow the Board to increase the Common Charges of 421-a Affordable Units without restriction. Please see the section entitled "Rights and Obligations of the Unit Owners and Board of Managers."

The Building is exempt from the prevailing wage requirement pursuant to Section 421-a because the Building contains fewer than fifty (50) Residential Units.

Although the 421-a statute and rules are silent as to the mortgaging of a 421-a Affordable Units by 421-a Affordable Unit Purchasers, Sponsor makes no representation as to future regulations that may be promulgated by HPD in the future with respect to the mortgaging of 421-a Affordable Units.

Sponsor shall have fifteen months from the date of issuance of the final 421-a Certificate of Eligibility from HPD to declare this Plan effective. Thereafter, Sponsor shall be obligated to register Units in the Building as rent-stabilized if they become occupied by tenants prior to the First Unit Closing.

THE NON-RESIDENTIAL UNITS

There will be one (1) Non-Residential Section in the Condominium containing a portion of one (1) Commercial Unit; one (1) Community Facility Unit; one (1) Amenity Unit; and one (1) Parking Unit, none of which are being offered for sale by Sponsor as of the Filing Date. The Commercial Unit, the Community Facility Unit, the Amenity Unit and the Parking Unit are collectively referred to herein as the "Non-Residential Units."

The Commercial Unit, which is to be owned by Sponsor, includes certain spaces in the cellar and first floor of the Building that are intended for retail use, but may be used for any legal purpose, without limitation. In addition, the common residential laundry room, the bicycle storage room and the residential storage room in the cellar shall be part of the Commercial Unit, but shall be open for use by all Building residents. The washing machines and dryers in the laundry room will be coin operated or a similar system of cash or debit card. Sponsor, as the owner of the laundry room, and not the Board of Managers or any other Unit Owner, shall be entitled to all proceeds from the use of the washing machines and dryers. Sponsor reserves the right to rent, license, or sell spaces in the bicycle room and storage cages in the residential storage room to Purchasers or Unit Owners, in its sole discretion, and to increase or decrease the number of such bicycle spaces and storage cages, in its sole discretion; provided that any rental, licensing or sale of the bicycle spaces and storage cages is made pursuant to an amendment to this Plan that has been accepted for filing by the Department of Law. In the event that Sponsor does rent, license and/or sell the bicycle spaces and/or storage cages to Purchasers or Unit Owners after an amendment to this Plan has been accepted for filing by the Department of Law, the proceeds of such rental, licensing and/or sale shall be retained by Sponsor, and not by the Board of Managers or any Unit Owner.

Sponsor reserves the right to change the use of the common residential laundry room, bicycle room and the residential storage room, provided that such use is legal, and it makes no representation about what such use may or will be at any point in the future. Sponsor's use of the laundry room, bicycle room and the storage room will not be subject to the consent of any Board or any Unit Owner. However, for so long as Sponsor owns any Unsold Units, any change of use of such spaces will be disclosed in a duly filed amendment to this Plan. In addition, Sponsor reserves the right to offer the laundry room, bicycle room and the storage room, as part of one or more newly created Units, to the Board of Managers at a future date pursuant to a duly filed amendment to this Plan. While Sponsor is the owner of the residential laundry room, bicycle room and the residential storage room, the Board of Managers will cause all maintenance, repairs and replacements to be performed in such rooms and the cost thereof will be borne by the Residential Unit Owners and the Commercial Unit Owner, as part of the Common Charges, as provided in Schedule B, the budget for the first year of Condominium operation.

The Amenity Unit, which is to be owned by Sponsor, will include a child's play area and a study in the cellar, and an exercise room, a resident lounge and a children's play area on the second floor of the Building for the use of all Building residents for

additional fees, the amount of which shall not exceed twenty percent (20%) of the carrying costs for the Unit (i.e. the cost for Common Charges, real estate taxes and Special Assessments, if any). Two (2) terraces that will be appurtenant to the Amenity Unit on the second floor and on the twelfth floor of the Building, which will be Non-Residential Limited Common Elements, will be operated by Sponsor but will be open for use by all Building residents for fees to be determined by Sponsor. The Board of Managers will cause all maintenance, repairs and replacements to be performed in the Amenity Unit and the cost thereof will be borne by the Residential Unit Owners and the Amenity Unit Owner as part of the Common Charges, as provided in Schedule B, the budget for the first year of Condominium operation.

As with the residential laundry room, bicycle room and residential storage room, Sponsor reserves the right to change the uses of the spaces in the Amenity Unit, provided that such uses are legal, and it makes no representation about what such uses may or will be at any point in the future. However, for so long as Sponsor owns any Unsold Units, any change of use of such spaces will be disclosed in a duly filed amendment to this Plan. In addition, Sponsor reserves the right to offer the Amenity Unit, or any portion thereof, to the Board of Managers pursuant to a duly filed amendment to this Plan. In the event that Sponsor offers the Amenity Unit to the Board of Managers for no consideration, the Board of Mangers shall be required to take title to the Amenity Unit and Sponsor will pay all closing cost associated with the transfer of title.

The Parking Unit, which is to be owned by Sponsor, will be a parking garage facility. Sponsor reserves the right to operate the Parking Unit or contract with an independent operator to operate the parking garage (either at market-rate fees), or, pursuant to a duly filed amendment to this Plan, offer the Parking Unit to the public, enter into parking space license agreements with Unit Owners, or sell parking spaces, as Units, to Unit Owners. Sponsor makes no guarantee about the number of parking spaces that will be available to Building residents or their guests. Therefore, some Building residents will not have access to a parking space and should be prepared to make alternate arrangements for vehicle parking. While Sponsor is the owner of the Parking Unit, Sponsor will cause the Parking Unit to be maintained, and all proceeds from the operation of the Parking Unit will be retained by Sponsor, and not the Board of Managers or any Unit Owner.

Pursuant to the Property Deed, for a period of eight (8) years from the date of issuance of at least a Temporary Certificate of Occupancy for the Building, the Community Facility Unit is intended to be used for "instruction, classes, workshops, exhibitions and/or other uses involving activities in the arts, theatre, athletics and/or cultural/educational/physical fitness and other personal improvement or benefit purposes...". However, the Community Facility Unit may remain vacant for an indeterminate period of time. Sponsor makes no representation as to the actual use or uses of the Community Facilities Unit, and Sponsor reserves the right to offer the Community Facility Unit to the public at a future date pursuant to a duly filed amendment to this Plan. In addition, upon the expiration of the eight (8) year Property Deed use restriction, the Community Facility Unit may be used for any legal purpose, without limitation.

The Commercial Unit, the Community Facility Unit and the Parking Unit may be leased or subleased by the Non-Residential Unit Owner (i.e. Sponsor). No representation is made with respect to: (a) the uses to which such Non-Residential Units or any part thereof may be put at any time, or (b) who, as tenant(s), will operate or occupy such Non-Residential Unit or any part thereof at any time, or (c) Sponsor's continued ownership of such Non-Residential Units or any part thereof.

The Non-Residential Unit Owners will have rights which differ from the Residential Unit Owners. The Condominium Board and the Residential Unit Owners will not have the right to approve or disapprove either any change in the use of the Non-Residential Units (or any part thereof), or any amendment to the Building's Certificate of Occupancy to authorize another use for the Non-Residential Units (or any part thereof). In addition, a Non-Residential Unit Owner has the right to freely sell or lease its Non-Residential Unit or any part thereof without the Condominium Board having any right of first refusal to purchase or lease, or to procure a third party to purchase or lease, the same (see "Rights and Obligations of the Unit Owners and the Condominium Board" for further discussion).

Sponsor shall, unless and to the extent prohibited by Law, have an easement to erect, maintain, repair and replace, from time to time, one or more signs on the Property for the purposes of advertising (i) the sale or lease of any Unsold Residential Unit, the sale or lease of all or any portion of the Non-Residential Units and (ii) the operation of any business of a tenant or occupant of all or any portion of any Non-Residential Unit or of any Unsold Residential Units, as the case may be in Sponsor's sole discretion without the approval of any Board or Unit Owner.

The percentage interest of the Commercial Units in the Common Elements 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 addition, the Non-Residential Unit Owners will be required to pay the expenses attributable to the cost of fire and casualty insurance to the extent that such cost exceeds the cost of comparable insurance in a building which does not contain any mercantile space.

No Non-Residential Unit Owner shall be required to contribute to the Common Expenses or to pay any special assessment to the extent same is used exclusively for the repair, maintenance, operation, renovation or decoration of the Residential Common Elements, except that the Commercial Unit Owner and the Amenity Unit Owner shall pay for certain services, as provided in Schedule B to this Plan. In addition, Schedule B discloses the obligations of the Non-Residential Unit Owners to pay for some, but not all, line items in the Condominium's budget. As a result, Common Charges payable by Residential Unit Owners are higher than they would be if they were billed based on each Unit's percentage of Common Interest. As of the Filing Date, the Common Charges payable by each Non-Residential Unit Owner (as set forth in Schedule B) are believed to be sufficient to cover the expenses fairly attributable to such Non-Residential Unit.

The By-Laws of the Condominium expressly authorize the Condominium Board to allocate certain specific expense items and apportion Common Expenses against the Non-Residential Units other than in proportion to the Non-Residential Units' aggregate appurtenant interest in the Common Elements. Article 11 of the By-Laws sets forth arbitration as the method of resolving disputes between the Non-Residential Unit Owner(s) and the Board of Managers concerning any special allocations.

CHANGES IN PRICES AND UNITS

Subject to conditions hereinafter set forth, Sponsor has the right to change the amount of any offering prices from the amounts shown in Schedule A of the Plan. The offering prices set forth in Schedule A must be changed by a duly filed amendment to the Plan when the change of price is an across the board increase or decrease affecting one or more lines of Units, or Unit models, or is to be advertised, or is a price increase, above the then-existing offering price, for an individual Purchaser. The Sponsor may enter into a Purchase Agreement with a Purchaser to sell one or more Units at purchase prices lower than those set forth in Schedule A without filing an amendment. Sponsor reserves the right to negotiate with Purchasers of all Units certain aspects of the purchase price of such Units including, but not limited to, decorating allowances, payment of all or part of Purchaser's financing costs, reduced down payment deposits and extra custom work. Furthermore, Sponsor reserves the right to amend the Plan from time to time to add and/or delete negotiable terms. No party other than Sponsor will have the right to approve any changes in price, whether before or after the First Unit Closing. Any negotiation with respect to the purchase price of a 421-a Affordable Unit shall be made pursuant to the 421-a Rules and the Section 421-a statute then in effect.

If Sponsor changes the purchase price of one or more Units the Purchaser of such Unit may pay, or may have paid, more or less than other Purchasers of comparable Units having the same Common Interest. However, a price change will not alter the Common Interest of, or the amount of the Common Charges payable by, the Unit Owners.

In order to meet the possible varying demands for number and type of Units, or to meet the particular needs of prospective Purchasers, or for any other reason, Sponsor reserves the right to change: (a) the layout of, or number of rooms in, Unsold Units, and (b) the size and/or number of Unsold Units by subdividing one or more Unsold Units into two or more separate Units, by combining two or more separate Unsold Units into one or more Unsold Units, by altering the boundary walls of any Unsold Unit, or otherwise, including, without limitation, the use of any portion of the Common Elements adjacent to such Unsold Units to the extent that such portion is not required to be maintained as Common Elements pursuant to the terms of the Declaration and the By-Laws. Subject to the terms of the last three paragraphs of this Section, such right may be exercised by Sponsor from time to time, both before and after the First Unit Closing, without the consent or approval of any Selling Agent, the Managing Agent, the Condominium Board, any Unit Owner, any mortgagee or any other party. However, Sponsor will first obtain the approval of all governmental authorities having jurisdiction thereof whose approval is required by law. No change will be made by Sponsor in the size or number of Units, their respective percentages of Common Interest, or in the size or quality of Common Elements except by amendments to the Offering Plan and the Declaration. Unless the affected Purchaser provides a written consent, no material change will be made by Sponsor in Unit size, layout or percentage of Common Interest if a Purchase Agreement has been executed and delivered to the Sponsor for that Unit and such Purchaser is not in default.

If Sponsor changes the size and/or number of Unsold Units, Sponsor will increase or decrease the Common Interests appurtenant thereto accordingly. However, the aggregate amount of the Common Interests of all the Units will always remain at 100%. As a result of such reapportionment, the amount of the Common Charges and the real estate taxes and assessments payable by the owners of the Unsold Units affected thereby may be increased or decreased, but the amount of the Common Charges and the real estate taxes and assessments payable by the owners of Units unaffected thereby will not vary.

This Plan will be amended to reflect any change in the size of a Unit, number of Units, percentage of Common Interests of Unsold Units or a change in the size or quality of any Common Element. However, the layout and number of rooms in Unsold Units may be changed without prior notice.

With the exception of Sponsor's aforementioned right to combine or separate Unsold Units, and use any portion of the Common Elements adjacent to such Unsold Units (such as common walls or hallways), prior to the First Unit Closing no material change will be made in the size and no adverse material change will be made in the quality of Common Elements unless Purchasers not in default receive a right to rescind for fifteen (15) days after the presentation of the exercise of such right. After the First Unit Closing, unless all Purchasers consent, no material change will be made in the size and no material adverse change will be made in the quality of Common Elements.

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, or otherwise, nor may the Common Interest of any Unit be changed, unless the Declaration is amended and such amendment is duly recorded. The Plan will be amended in the event of any such changes. As more particularly provided in the Declaration, Sponsor or its designee, as the owner of an Unsold Unit, will have the right itself to so amend the Declaration to effectuate such change, without the Condominium Board, the other Unit Owners or any mortgagee consenting to, or executing, such amendment. However, no change of a Unit's Common Interest will be made without obtaining the prior written consent of the owner of such Unit.

To the extent permitted by law, if the size or configuration of a Unit is changed in compliance with the Plan, the Declaration and/or the By-Laws and, in connection therewith, a wall, space or other area forming a part of the Common Elements servicing and benefiting only such Unit is razed or incorporated in the Unit, then such Common Element shall be deemed for the exclusive use and benefit of the owner of such Unit and the Unit's Common Interest will remain unchanged.

PROCEDURE TO PURCHASE

Purchase Agreement.

A Person desiring to purchase a Market-Rate Unit in the Condominium, or the authorized parties thereof if the Person is other than a natural person, shall be required to execute in quadruplicate a Purchase Agreement in the form set forth in Part II of this Plan and return it to the Sponsor, together with a check in the amount of twenty percent (20%) of the Purchase Price, representing the Down Payment, drawn to the order of "Seiden & Schein, P.C., as Escrow Agent." 421-a Affordable Purchasers shall be required to make a Down Payment of ten percent (10%) of the Purchase Price at the time that a Purchase Agreement is executed. The Down Payment may be increased for special work in the Unit ordered by the Purchaser and agreed to by the Sponsor and itemized in the Purchase Agreement. Seiden & Schein, P.C. shall be the "Escrow Agent" for the Down Payment pursuant to the Purchase Agreement and Offering Plan.

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. If a Purchaser has not been afforded at least three (3) business days prior to executing a Purchase Agreement, such Purchaser will have seven (7) days after delivering an executed Purchase Agreement together with the Down Payment to rescind the Purchase Agreement and have the Down Payment refunded promptly. Such rescinding Purchaser must either personally deliver a written notice of rescission to the Selling Agent within the 7-day period or mail the notice of rescission to the Selling Agent and have the mailing post-marked within the 7-day period.

The Purchase Agreement shall not be binding upon the Sponsor until a duplicate thereof, executed by the Sponsor, is delivered to Purchaser. The Sponsor shall have the right to reject the Purchase Agreement without cause or explanation to Purchaser, provided such rejection is not based upon gender, race, creed, color, national origin or ancestry or other grounds proscribed by Law. In the event that Sponsor elects not to execute a Purchase Agreement, all monies paid by Purchaser shall be promptly refunded, without interest and upon such refund being made, neither party shall have any further rights or obligations hereunder with respect to the other.

After this Plan is declared effective, the Sponsor shall fix dates for Closing title to all Units for which Purchase Agreements have been fully executed. Sponsor will give each Purchaser not less than thirty (30) days' prior written notice of the date, time and place for the transfer of title to his Unit. Purchasers may, but are not required to, waive this thirty (30) day notice. At Closing, such Purchaser shall pay the balance of the Purchase Price stated in the Purchase Agreement with his unendorsed, personal certified check or by official cashier's check. Purchaser may apply the proceeds of any financing obtained by such Purchaser to make such payment, provided that it is made in the form stated above.

It is anticipated that the first Residential Unit will close title on or about January 1, 2018. If such closing day is delayed twelve (12) months or more, Purchasers will be offered a right of rescission.

Escrow

The Escrow Agent

The law firm of Seiden & Schein, P.C., with an address at 570 Lexington Avenue, 14th Floor, New York, New York, telephone number (212) 935-1400, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser.

The Escrow Account

The Escrow Agent has established the escrow account at Wells Fargo Bank, N.A, at its office located at 866 Third Avenue, New York, New York 10022 (the "Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled Seiden & Schein, P.C., Attorney Account ("Escrow Account"). The signatories on the Escrow Account authorized to withdraw funds are Jay G. Seiden, Esq., Alvin Schein, Esq., and Adam A. Levenson, Esq., each of whom has an office at 570 Lexington Avenue, 14th Floor, New York, New York 10022. 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 the Escrow Account.

The name of Purchaser shall be added to the title of a sub-account of the Escrow Account, which shall also be at Wells Fargo Bank, N.A. at its office located at 866 Third Avenue, New York, New York 10022. The Escrow Account is federally insured by the FDIC to the maximum amount of $250,000. Such $250,000 coverage includes, in the aggregate, the Down Payment, plus any and all other deposits that Purchaser has on account at Wells Fargo Bank, N.A. Any Purchaser deposits at Wells Fargo Bank, N.A. (including the Down Payment) which, in the aggregate, exceed $250,000 will not be insured by the FDIC.

All checks constituting the "Down Payment" are to be made payable to the order of "Seiden & Schein, P.C., as Escrow Agent" and all checks in payment of the balance of the Purchase Price (due at the Closing) are to be made payable to the order of Sponsor or as otherwise directed by Sponsor, with all checks, in either case, drawn on a member bank of the New York Clearing House Association.

Any additional deposits made for upgrades, extras, or custom work ("Special Work Deposits") shall be initially deposited into the Escrow Account, and released in accordance to the terms of the Purchase Agreement between Purchaser and Sponsor.

The Down Payment and the Special Work Deposit and herein referred to collectively as the "Deposit."

The Down Payment will be held in an interest-bearing account, provided Purchaser furnishes a completed W-8 or W-9 form, and, unless the Purchaser defaults, interest will be credited to the Purchaser at Closing. The account is a variable-rate account, paying money market rates. The interest rate to be earned in the Escrow Account will fluctuate daily and is currently less than 1% per annum. Interest will begin to accrue upon deposit of the Down Payment, which is to be made in accordance with this section of the Plan. All interest earned thereon shall be paid to or credited to the Purchaser at closing. No fees of any kind may be deducted from the Escrow Account, and the Sponsor shall bear all costs associated with the maintenance of the Escrow Account.

The Purchase Agreement

A form of Purchase Agreement is located in Part II of this Plan. The relevant escrow trust fund provisions are included in Paragraph 16 of the Purchase Agreement. Escrow Agent shall execute the Purchase Agreement, solely as to Paragraph 16 of the Purchase Agreement, prior to delivering the Purchase Agreement, fully executed, to Purchaser.

Notification to Purchaser

Within five (5) business days after the Purchase Agreement has been executed by Purchaser, Sponsor, and Escrow Agent, Escrow Agent shall place the Deposit into the Escrow Account. Within ten (10) business days after the Deposit has been placed into the Escrow Account, Escrow Agent shall send written notice to the Purchaser and Sponsor. The notice shall provide the account number and the initial interest rate to be earned on the Down Payment. Any Special Work Deposit shall be initially deposited into the Escrow Account, and released in accordance to the terms of the Purchase Agreement.

If Purchaser does not receive written notice of such deposit within fifteen (15) business days after tender of the executed Purchase Agreement and Deposit, he or she may cancel the Purchase Agreement within ninety (90) days after tender of the Purchase Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 120 Broadway, 23rd Floor, New York, 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.

Default by Purchaser

Any conflict between the Plan and the Purchase Agreement shall be resolved in favor of the Plan unless otherwise provided for in a negotiated rider to the Purchase Agreement which is executed by Purchaser and Sponsor. If Purchaser shall fail to pay any portion of the Purchase Price when due, fail to close title on the date, hour and place specified by Sponsor or fail to perform any of Purchaser's other obligations, including,

without limitation, the obligation to furnish any lender promptly with such information as such lender may require, and the obligation to accept a commitment on the terms set forth in the Purchase Agreement, such failure shall constitute a default by Purchaser, and Sponsor may send notice to Purchaser of Sponsor's intention to cancel the Purchase Agreement if such default is not timely cured. TIME IS OF THE ESSENCE FOR PURCHASER TO CURE ANY DEFAULT UNDER THE PURCHASE AGREEMENT WITHIN THE APPLICABLE PERIOD. "Time is of the essence" means that if such default is not cured within thirty (30) days from the mailing date of such written notice, Sponsor may (but shall not be obligated to) elect to cancel the Purchase Agreement by notice of cancellation to Purchaser sent after the cure period has expired. Upon such cancellation by Sponsor, the Down Payment monies held with respect to the particular Unit, but not more than twenty percent (20%) of the Purchase Price, plus any Special Work Deposit made by the Purchaser, shall be paid over to the Sponsor as and for liquidated damages, subject to certain restrictions, as disclosed in the "Release of Funds" section, below, and thereafter the Purchase Agreement shall become null and void. In the event a default is disputed in writing by notice from Purchaser to Seiden & Schein, P.C., during the time to cure period and the default, in Sponsor's opinion, is not timely cured, and Sponsor thereafter cancels the Purchase Agreement, then Seiden & Schein, P.C. shall have the right to continue to hold the Down Payment pending resolution of such dispute (judicial or otherwise) or pay the Down Payment into court. Sponsor shall not seek the remedy of specific performance in connection with Purchase Agreements as to which there has been a default by Purchaser.

Default by Sponsor

In the event of an uncured default by Sponsor in its obligations under the Purchase Agreement, Purchaser shall not be permitted to seek the remedy of specific performance for the transfer of title to the Unit, and Purchaser's sole remedy shall be to allege monetary damages.

Release of Funds

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

Under no circumstances shall Sponsor seek or accept release of the Down Payment 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 and 352-h.

The Escrow Agent shall release the Down Payment 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;

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

If the Escrow Agent is not directed to release the Down Payment pursuant to paragraphs (a) through (c) above, and the Escrow Agent receives a request by either party to release the Down Payment, then the Escrow Agent must give both the Purchaser and Sponsor prior written notice of not fewer than thirty (30) days after the expiration of the thirty (30) day default cure period (time being of the essence) before releasing the Down Payment (the "30 Day Escrow Notice"). If the Escrow Agent has not received notice of objection to the release of the Down Payment prior to the expiration of the 30 Day Escrow Notice, the Down Payment shall be released to Sponsor as liquidated damages 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 Down Payment within the thirty (30) day period pursuant to the 30 Day Escrow Notice, the Escrow Agent shall continue to hold the Down Payment 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 Down Payment contained in the Escrow Account with the New York County Clerk and shall give written notice to both parties of such deposit.

The Sponsor shall not object to the release of the Down Payment 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 Down Payment 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.

Risk of Loss

The risk of loss from fire or other casualty with respect to the Unit shall remain with the Sponsor until the Closing of title for the Unit. The Sponsor, at its sole discretion, reserves the right to either repair or restore such Unit, whereupon Purchaser shall be obligated to close without an abatement in the purchase price, or not repair or restore and grant Purchaser the right to rescind the Purchase Agreement.

Notwithstanding the above, in the event that Purchaser, or one claiming by or through Purchaser, enters into possession of the Unit prior to the Closing of title, then Purchaser shall bear the risk of loss or other casualty with respect to the Unit for damages not covered by Sponsor's insurance. Additionally, Purchaser shall be responsible for damage to, or loss or other condition in, the Unit and Sponsor shall not be obligated to repair any damages to the Unit or its appliances, fixtures and equipment in excess of what is covered by its insurance policy.

Power of Attorney

At the Closing of title to a Unit, and simultaneously with the delivery to Purchaser of the deed conveying the Unit, Purchaser shall execute and acknowledge the Power of Attorney to the Board of Managers in the form contained in Part II of this Plan. Purchaser shall deliver such executed Power of Attorney to Sponsor or as directed by Sponsor at the Closing of title for recording and Purchaser shall pay the recording fee. Failure to do so shall constitute a default by Purchaser pursuant to the Purchase Agreement.

Mortgage Financing Contingency

THE PURCHASE AGREEMENT IS NOT CONTINGENT UPON PURCHASER OBTAINING MORTGAGE FINANCING. UPON EXECUTING THE PURCHASE AGREEMENT, PURCHASER SHALL BE OBLIGATED TO CLOSE TITLE WHETHER OR NOT PURCHASER OBTAINS A MORTGAGE.

Credit Check

All Purchasers must provide the Selling Agent with necessary authorization for the Selling Agent to conduct a credit check of the Purchaser.

The Purchase Agreement and Plan do not contain, and will not be modified to contain, any provision waiving the Purchaser's rights or abrogating the Sponsor's obligations under the Offering Plan or under Article 23-A of the General Business Law, other than the ability of Purchaser to waive his right to thirty (30) days prior written notice to the closing of title to the Unit.

<u>For 421-a Affordable Unit Purchasers Only</u>:

Selection of Eligible Purchasers.

The 421-a Affordable Units shall initially be sold to prospective Purchasers pursuant to a lottery which will be conducted by K&R Realty Management, Inc. ("K&R") in accordance with HPD's Marketing Guidelines. Applications for the lottery shall be completed by prospective Purchasers of the 421-a Affordable Units during the application period, the time and duration of which shall be publicly promulgated pursuant to HPD's Marketing Guidelines. There shall be no fee for each application; however, Sponsor reserves the right to charge a credit investigation fee, in the amount of $50.00

per application (for households with one (1) or two (2) adult members) or $75.00 per application (for households with three (3) or more adults), subject to change with the approval of HPD. Credit check fees shall be collected when (i) a Purchaser appears to be otherwise eligible to purchase the Unit and (ii) the Unit is available, or will imminently become available, for purchase if and when the Purchaser is approved as an Eligible Purchaser. The lottery will be held approximately seven (7) to ten (10) business days after close of the application period.

Applications for the lottery shall be mailed to a Post Office Box location which shall be specified in the outreach advertisements. The application will require prospective Purchasers of 421-a Affordable Units to supply a variety of information including, without limitation, employment status, annual income and monthly debts, a criminal background check, and an authorization to check credit history. Timely received applications will be opened at random by Sponsor in the presence of one or more representatives from HPD and logged in the order in which they were opened. However, the first applications to be selected from the log must meet at least one of HPD's approved housing preferences, which are discussed below. All approved housing preferences must be achieved, or waived by HPD before any non-preference applicants may be considered.

Pursuant to the 421-a Rules and HPD's Marketing Guidelines, residents of Community Board 10 shall have priority to purchase fifty percent (50%) of the 421-a Affordable Units.

Pursuant to HPD's Marketing Guidelines, Preferences shall also be given to:

1) Persons with mobility impairments, and persons with visual and/or hearing impairments, subject to certain restrictions; and

2) Municipal employees of the City of New York, subject to certain limitations.

Once the foregoing preferences have either been achieved, or waived by HPD following the lottery, non-preference applications shall be submitted for approval.

421-a Affordable Unit Purchasers will be interviewed by a staff member of K&R. Applicants shall receive a notice in the mail prior to the interview and shall have not less than ten (10) business days between the postmark date on the letter and the interview date. In cases where the prospective Purchaser does not respond to the notice, Sponsor shall mail such prospective Purchaser a second letter to request an interview. The prospective Purchaser shall be given five (5) business days from the postmark date on the second letter in which to respond. Pursuant to HPD's Marketing Guidelines, Sponsor, or its agent, may make home visits in order to assess the prospective Purchaser's qualification for eligibility.

As discussed further in other sections of this Plan, the 421-a Affordable Units are being offered solely to parties with a household income of no more than 125% AMI. If it is determined that an applicant meets the income eligibility requirements, then a credit

check shall be performed on the applicant. The credit investigation fee is non-refundable under all circumstances. Applicants who are advised that they appear to be ineligible because of income, creditworthiness, or any other element of their application will be so informed in writing.

By written notice, an HPD staff member will invite applicants whom it has preliminarily determined to be eligible to purchase, to obtain a copy of the Offering Plan. Applicants shall have a period of ten (10) business days from the date of the postmark on the notice to deliver the requisite Down Payment and executed Purchase Agreement to as directed by Sponsor. Purchasers who fail to deliver the requisite Down Payment and executed Purchaser Agreement within such time frame shall be deemed to have waived their right to purchase a 421-a Affordable Unit, and Sponsor shall proceed to offer the 421-a Affordable Unit to the next eligible applicant on the log.

Prospective Purchasers who submit multiple (two or more) copies of an eligibility application shall be automatically disqualified from consideration. Non-residents of New York City shall be considered only after applications for all eligible current New York City residents have been processed.

No employee, agent, employee of an agent, or family member of Sponsor shall be permitted to apply for a 421-a Affordable Unit through the lottery procedure or through open marketing.

In the event that 421-a Affordable Units are available after all applications have been processed, the applicant log has been reviewed in its entirety, and 421-a Affordable Units remain available, Sponsor may contact HPD for its consent to conduct open marketing. Open marketing would allow Sponsor to implement additional marketing devices such as, but not limited to, additional signage, to attract walk-in candidates. Sponsor may also hire brokers to sell the remaining 421-a Affordable Units under an open marketing campaign.

Sponsor is not permitted to either countersign Purchase Agreements or to collect any Down Payments from any Purchaser until HPD approves the Purchaser's purchase application in writing.

ASSIGNMENT OF PURCHASE AGREEMENTS

No assignment of a Market-Rate Unit Purchase Agreement by a Market-Rate Purchaser shall be permitted without Sponsor's prior written consent, which may be withheld or delayed for any reason or no reason. Purchase Agreements for 421-a Affordable Units shall not be assigned.

Any purported assignment by a Purchaser in violation of the Purchase Agreement will be voidable at the option of Sponsor. Sponsor's refusal to consent to an assignment will not entitle a 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 the Purchase Agreement in which the Purchaser will receive consideration over and above the purchase price payable to Sponsor. If Sponsor, in its sole discretion consents to a Purchaser's request for an assignment of the Purchase Agreement, the assignee of the Purchase Agreement shall be required to close title to the Unit on the originally scheduled Closing Date set forth in the Purchase Agreement. If Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of the Purchase Agreement, then the Purchaser shall be required to pay Sponsor's attorneys a fee of $500.00, in advance, for preparation of an assignment agreement and any necessary revisions to the other Closing documents.

EFFECTIVE DATE OF PLAN

All Purchase Agreements signed by Sponsor shall be contingent upon Sponsor's declaring the Offering Plan effective pursuant to the requirements and terms of the Plan. These requirements, stated below, must be satisfied within one year of the date the Plan is accepted for filing unless the Plan is amended so as to extend this period. However, any amendment to the Plan is hereby deemed to extend this time period to the same extent that the Plan is extended by such amendment. The closing of title to any Unit may not occur until after the Plan has been declared effective and an amendment has been filed substantiating same, and the Condominium Declaration and By-Laws have been duly recorded.

1. This Plan may not be declared effective until Purchase Agreements have been executed and delivered by bona fide Purchaser(s), including investors, for at least fifteen percent (15%) of the Units in the Building.

2. After the conditions in the preceding Paragraph 1 have been met, Sponsor may, at its option, declare this Plan effective.

3. When Purchase Agreements have been executed and delivered for the sale of eighty percent (80%) of Units in the Building, Sponsor must declare this Plan effective.

The Plan may be abandoned, at Sponsor's sole option, at any time before the amendment substantiating effectiveness is filed and before all of the Units offered hereunder have been purchased. The Plan, if abandoned, shall be abandoned by amendment, together with form RS-3, filed with the Department of Law in appropriate form. Such amendment shall explain the basis for abandonment and must state how any funds received pursuant to the Plan will be distributed. All monies paid by Purchasers pursuant to Purchase Agreements shall be refunded to them in full, with interest, if any, within twenty (20) days of such abandonment. The Sponsor may not abandon the Plan after the amendment substantiating effectiveness is filed for any reason other than (i) a defect in title which cannot be cured without litigation or cannot be cured for less than one-half of one percent of the total amount of the Offering, or (ii) substantial damage or destruction of the Building by fire or other casualty which cannot be cured for less than one-half of one percent of the total amount of the Offering, or (iii) the taking of any material portion of the Property by condemnation or eminent domain. Notwithstanding the foregoing, there will be no obligation on the part of the Sponsor to incur expense or engage in litigation to cure title defects.

The Plan will be declared effective either by the mailing or personal delivery of written notice to all Purchasers, or by filing an amendment to the Plan with the Department of Law. If the Plan is declared effective by notice to all Purchasers, within three (3) business days after such notice is given, an amendment to the Plan will be submitted by Sponsor stating that the Plan has been declared effective. If requested, Sponsor will submit to the Department of Law copies of all Purchase Agreements,

together with any amendments or modifications to such Agreements, within five (5) business days after the request is received.

The First Unit Closing shall not occur until either a temporary or permanent Certificate of Occupancy covering the Unit to be conveyed has been issued for the Building by the New York City Department of Buildings. Please see the Sections in Part I of this Plan entitled "Description of Property and Improvements" and "Rights and Obligations of Sponsor" for further information.

Sponsor shall have fifteen months from the date of issuance of the final 421-a Certificate of Eligibility from HPD to declare this Plan effective. Thereafter, Sponsor shall be obligated to register Units in the Building as rent-stabilized if they become occupied by tenants prior to the First Unit Closing.

TERMS OF SALE

The Units, when sold by the Sponsor, will be sold in fee simple absolute to Purchasers, who may be individuals, a duly formed partnership, corporation, trust, estate, fiduciary, unincorporated association, syndicate, joint venture, organization, government, any department or agency thereof, or any other entity which is permitted to own property in the State of New York. The sale of the Units will be made at the respective offering prices set forth in **Schedule A** of this Plan, as such prices may be changed by the Sponsor as set forth in the Section entitled "Changes in Prices and Units" in Part I of this Plan, and will include the respective undivided interests in the Common Elements. At the closing of title to an individual Unit, the Purchaser will pay to the Sponsor the balance of the purchase price for the Unit. Insurable title to the Unit and its appurtenant interests in the Common Elements will be conveyed as directed by the Sponsor by Bargain and Sale Deed with Covenants against Grantor's Acts and containing the provisions set forth in subdivision 5, Section 13 of the Lien Law, and it is a condition precedent to Purchaser's obligation to complete the Closing that title to the Unit will be insurable by a title insurance company that is licensed by the State of New York as being free and clear of all liens and encumbrances other than those set forth below. The form of Unit Deed is set forth in Part II of the Plan, but may not state all of the restrictions listed below.

Title to each Unit and its appurtenant interests in the Common Elements shall be conveyed subject to:

1. Any state of facts that a current survey of the Unit or Property shows;

2. Any additional state of facts an updated survey might show, provided that if any updated survey reveals any additional encroachments by the Building not shown on the current survey, a New York State licensed title company must be willing to insure against removal of the Building for so long as the Building may stand;

3. Easement pertaining to a Stairway for a Subway Entrance Agreement recorded in Liber 3542 cp 349;

4. Permit to replaces grates granted by the New York City Transit Authority to Socony Mobil Oil Company recorded in Liber 5157 cp 138;

5. Agreement between Socony Mobil Oil Company, Inc. and New York City Transit Authority dated November 19, 1963 recorded February 4, 1964 in Liber 5266 cp 11; which said Agreement reinstates the terms of the Agreement recorded in Liber 3542 cp 349 and amends same;

6. Urban Renewal Plan, Terms, Covenants and Restrictions contained in Agreement between The City of New York and The Kings Chapel Assembly of the Apostle Faith, Inc. dated September 13, 1973 recorded December 15, 1974 in Reel 321 page 1861;

7. Terms of Final Decree Index # 40416175 in action entitled in the Matter of the Application of The City of New York, relative to acquiring title in fee simple absolute to the real property required for an Urban Renewal Project known as Harlem-East Harlem Neighborhood Development Area (Douglass Circle) which said Decree vested title to the premises herein described to the City of New York dated November 19, 1985 recorded November 27, 1985 in Reel 990 page 1049;

8. Damage Map Harlem-East Harlem Neighborhood Development Project filed March 17, 1975 as Map No. 3960;

9. One dollar condemnation clause contained in deed from the City of New York to New York City Economic Development Corporation dated July 24, 1996 and recorded in Reel 2353 page 691 on August 7, 1996;

10. Satisfaction and Termination of Covenants and Restrictions recorded January 21, 2014 in CRFN 2014000024661, which terminates all of the Covenants and Restrictions contained in the deed recorded in Reel 2353 page 691, except for the one dollar condemnation clause;

11. One dollar condemnation clause contained in the deed from the City of New York to 110th Street Service Station, Inc. dated July 24, 1996 and recorded in Reel 2353 page 701 on August 7, 1996;

12. Satisfaction and Termination of Covenants and Restrictions recorded January 21, 2014 in CRFN 2014000024660, which terminates all of the Covenants and Restrictions contained in the deed recorded in Reel 2353 page 701, except for the one dollar condemnation clause;

13. Terms, Conditions, Covenants, Restrictions and Easements, including Right of Reverter in favor of the City of New York contained in deed from New York City Economic Development Corporation to Crescent 110 Equities LLC dated December 18, 2013 recorded on January 21, 2014 in CRFN 2014000024658;

14. Zoning and building ordinances, resolutions, restrictions and regulations of municipal authorities having jurisdiction and any amendments thereto, now or hereafter adopted, providing same will not be violated by the existing structure (as renovated by Sponsor) the contemplated use under the Plan;

15. The Declaration, By-Laws, Floor Plans of the Condominium to be recorded in the Office of the City Register, as the same may be amended from time to time;

16. Easements in favor of adjoining Units and in favor of the Common Elements for the continuance of all encroachments of such adjoining Units or Common Elements on the Unit, existing as a result of construction of

the Building, or construction of the individual Units, or which may have come or may come into existence as a result of settling or shifting of the Building, or as a result of repair or restoration of the Building or any portion thereof, or of any adjoining Unit or of the Common Elements made by or with the consent of the Board of Managers after damage or destruction by fire or other casualty or after a taking in condemnation or eminent domain proceedings, or by reason of any alteration or repair to the Common Elements, made by or with the consent of the Board of Managers, so that any such encroachments may remain so long as the Building shall stand. Each Unit shall be subject to the aforesaid easements in favor of all other Units. In addition, each Unit shall have, and shall be subject to, easements of subjacent support and necessity in favor of such Unit or in favor of other Units and the Common Elements;

17. Easements in favor of the other Units to use the pipes, wires, ducts, conduits, cables, public utilities and other Common Elements located in the Unit or elsewhere on the Property and serving such other Units;

18. Revocability of the right to maintain street vaults and other areas, if any, under sidewalks;

19. Consents by Sponsor or any former owner of the Property for the erection of any structure or structures on, under or above any street or streets on which the Property may abut;

20. Any easement or right of use created in favor of any public utility company for electricity, steam, gas, telephone, water or other service, and the right to use, maintain and repair wires, cables, terminal boxes, lines, service connections, poles, mains, facilities and the like upon, under and across the Property;

21. Service and/or maintenance contracts and agreements, if any, in effect on the date of the First Unit Closing;

22. Encroachments of stoops, areas, cellar steps, doors, ledges, window sills, bay windows, trim, coping, cornices, vaults, chutes, fuel oil lines, gas lines, drainage pipes, standpipes, sewerage pipes, foundations, footings, retaining walls, fences, fire escapes, air conditioning units, canopy and similar projections, if any, on, over or under the Property or the streets or sidewalks or property abutting the Property and rights of governmental authorities and adjoining property owners to require the removal of any such projections, and variations between record lines of the Property and fences, walls, retaining walls and the like, if any;

23. All covenants, declarations, restrictions, reservations, agreements and easements of record, if any, which are still in force and effect on the date of the First Unit Closing, provided that they are not violated by and do not

prevent legal use of the Units at the Property nor prevent the existence of the present structure;

24. The lien of any unpaid real estate tax, and the lien of any water charges or sewer rents generally, (which shall be apportioned at Closing);

25. Any sidewalk notices of record (provided that Sponsor shall indemnify and hold the Condominium Board harmless from damages associated with any liens which arise from such sidewalk notices filed before the First Unit Closing);

26. Any variations between tax lot lines and lines of record title;

27. Standard printed exceptions and exclusions contained in the form of title insurance policy then issued by the title insurance company insuring Purchaser's title to its Unit; and

28. Any matter that a New York State licensed title insurance company shall be willing to omit as an exception in a title insurance policy that insures Purchaser's Unit or affirmatively insure against collection or enforcement of such matter out of or against the Unit.

Closings of title shall take place concurrently with or after the following events have occurred:

(a) The issuance of a temporary or permanent Certificate of Occupancy which covers the Unit being closed or the Building.

(b) The recordation in the New York County Office of the Register of the City of New York of the Declaration, the By-Laws and the filing in said Register's Office of Floor Plans of the Building showing the layout, location and approximate dimensions of the Units and the Unit designations, certified by the Tax Map Unit of the City of New York as conforming to the official tax lot number for each such Unit and including an Architect's statement as required by Section 339-p of Article 9-B of the Real Property Law of the State of New York certifying that the Floor Plans fully and fairly depict the layout, location, Unit designations and approximate dimensions of the particular Unit or Units as built;

(c) The serving by personal delivery or ordinary mail to the Purchaser written notice of the Closing Date not less than thirty (30) days prior to Closing of title, unless Purchaser elects to waive the thirty (30) day requirement; and the affording to Purchaser of an opportunity to inspect the Unit in the presence of a representative of Sponsor; and

(d) The amending of the Offering Plan by Sponsor with an amendment substantiating that the Plan has been declared effective and confirming that the Units to be closed have been constructed in accordance with the applicable plans and

specifications and that Sponsor has satisfied, or will satisfy prior to Closing of title, all of the requirements of this Section titled "Terms of Sale".

Sponsor entered into acquisition, building and project mortgages with Wells Fargo Bank, N.A. that will likely not be satisfied at or prior to the First Unit Closing. However, such mortgages provide that Wells Fargo Bank, N.A. will (i) consent to the Condominium Declaration and acknowledge that its lien will be limited to the Unsold Units, (ii) subordinate the lien of its mortgage to the Condominium Declaration; and (iii) release its lien on the Unit being conveyed and its interest in the Common Elements.

The risk of loss from fire or other casualty with respect to the Unit shall remain with the Sponsor until the Closing of title for the Unit. The Sponsor, at its sole discretion, reserves the right to either (i) repair or restore such Unit, whereupon Purchaser shall be obligated to close without an abatement in the purchase price and without any claim against Sponsor by reason of any damage to the Unit or the Building resulting from such fire or casualty, or (ii) not repair or restore and grant Purchaser the right to rescind the Purchase Agreement; if Purchaser does not exercise such right of rescission by written notice to Sponsor, within ten (10) days after Sponsor grants such right to Purchaser by written notice to Purchaser, then Purchaser shall be deemed to have irrevocably waived such right to rescind, and shall be obligated to close title to the Unit without any abatement of the purchase price and without any other claim against Sponsor by reason of any damage to the Unit or the Building by fire or other casualty. Notwithstanding the above, in the event that Purchaser, or one claiming by or through Purchaser, enters into possession of the Unit prior to the Closing of title, then Purchaser shall bear the risk of loss or other casualty with respect to the Unit for damages not covered by Sponsor's insurance. Additionally, Purchaser shall be responsible for damage to, or loss or other condition in, the Unit and Sponsor shall not be obligated to repair any damages to the Unit or its appliances, fixtures and equipment in excess of what is covered by its insurance policy.

All personal property located within the Unit that is owned by the Sponsor and which is described in this Plan or in the Purchase Agreement is included in the conveyance to the Purchaser, unless specifically indicated otherwise. All personal property affixed to or located within the Common Elements that is owned by the Sponsor and is used in connection with the operation of the Common Elements is included in the property transferred to the Condominium by the Declaration.

UNIT CLOSING COSTS AND ADJUSTMENTS

General

The estimated Closing costs, expenses and adjustments to be borne by each Purchaser[1] of a Unit will be as set forth below. Such costs are only estimates and are subject to change:

The estimated Closing costs, expenses and adjustments to be borne by each Purchaser of a Unit, except where otherwise noted, will be as set forth below. Such costs are only estimates and are subject to change:

(a) Payment to Chicago Title Insurance Company, 711 Third Avenue, Suite 500, New York, New York 10017, 212-880-1316, or any other title company that Purchaser selects (the "Title Company"), of the cost of fee title insurance, if Purchaser elects to obtain title insurance. Fee title insurance rates, as confirmed by the Title Company, as of the date of this Plan are as follows:

(i) For Unit purchase prices of less than $1,000,000.00, a base rate of $342.00 for the first $35,000.00 coverage; $5.67 per additional thousand dollars of purchase price from 35,001.00 up to $50,000.00; plus $4.62 per thousand dollars of purchase price in excess of $50,000.00 up to $100,000.00; plus $3.71 per thousand dollars of purchase price in excess of $100,000.00 up to $500,000.00; plus $3.39 per thousand dollars of purchase price in excess of $500,00.00 up to and including $999,999.

(ii) For Unit purchase prices of $1,000,000.00 or more, a base rate of $402.00 for the first $35,000.00 coverage; $6.67 per additional thousand dollars of purchase price from $35,001.00 up to $50,000.00; plus $5.43 per thousand dollars of purchase price in excess of $50,000.00 up to $100,000.00; plus $4.36 per thousand dollars of purchase price in excess of $100,000.00 up to $500,000.00; plus $3.98 per thousand dollars of purchase price in excess of $500,00.00 up to $1,000,000.00; plus $3.66 per thousand dollars of purchase price in excess of $1,000,000.00 up to $5,000,000.

By virtue of the size of the new Building, a discount of 30% off of the rates quoted above will be applied.

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[1] 421-a Affordable Unit Purchasers shall be not be required to pay New York City and New York State Transfer Taxes at the Closing. At the Closing, Sponsor will pay the New York City and New York State Transfer Taxes for each 421-a Affordable Unit from its own funds, and not any of the Condominium's funds.

Purchasers are not required to purchase title insurance through Chicago Title Insurance Company. Purchasers may purchase title insurance through another title insurance company without additional cost.

(b) Recording fee for recording the deed and power of attorney of approximately $300.00.

(c) If a purchase money mortgage is obtained from a lending institution, the Purchaser may expect to incur the following costs:

(i) Legal fees of the lending institution's attorney;

(ii) Mortgage title insurance policy costs for a mortgage title insurance policy naming the lending institution as the insured. Mortgage title insurance rates as quoted by the title company as of the date of this Plan will cost a base rate of $344.00 for the first $35,000.00 in coverage; plus $5.55 per additional thousand dollars of coverage from $35,001.00 up to $50,000.00; plus $4.54 per thousand dollars of coverage in excess of $50,000.00 up to $100,000.00; plus $3.64 per thousand dollars of coverage in excess of $100,000.00 up to $500,000.00; plus $3.31 per thousand dollars of coverage in excess of $500,000.00 up to $1,000,000.00; plus $3.05 per thousand dollars of coverage in excess of $1,000,000.00 to $5,000,000.00. Please note that if a mortgage title policy is purchased simultaneously with a fee insurance policy and through the same company, mortgage insurance coverage rates shall be discounted;

(iii) A mortgage recording tax of 2.05% of the amount of the mortgage actually executed by Purchaser for mortgages in the amount of less than $500,000.00. The mortgage recording tax for mortgages in the amount of $500,000.00 or more is 2.175% after the $30.00 deduction on the first ten thousand dollars of mortgage amount. Lenders are required to pay one quarter of one percent of the 2.05% tax or 2.175% tax, as the case may be, thereby reducing Purchaser's cost to 1.80% less $30.00 or 1.925% less $30.00, as the case may be;

(iv) Recording fee for recording of the mortgage, approximately $200.00; and

(v) Commitment fee or origination fee, appraisal fee, application fee, credit fee, and/or other fees and charges if any, charged by the lending institution.

(d) New York City Real Property Transfer Tax, currently equal to one percent (1%) of the purchase price with respect to single Units which are sold for $500,000.00 or less, and 1.425% of the purchase price where the consideration is greater than $500,000.00. Although it is often customary

in real estate transactions involving sales of multi-family buildings or single family homes for the seller to pay these transfer taxes and the transfer taxes in (e) immediately below, it is now customary in condominium development projects in the New York Metropolitan area, for the Purchaser to pay such transfer taxes. Under this Offering Plan and the Purchase Agreement, Purchasers are required to pay these taxes as a Closing cost. For purposes of paying this tax with respect to this Project, consideration also includes the amount of New York City Real Property Transfer Tax and New York State Transfer Taxes (deed stamps) to be paid for the Unit, so that the effective tax rate is 1.014% of the purchase price where the purchase price is $500,000.00 or less and 1.451% where the purchase price is $500,000.00 or more.

The New York City Department of Finance has taken the position that when a Purchaser purchases two or more Units, the New York City Transfer Tax will be 1.425% where the consideration is $500,000.00 or less and 2.625% where the consideration is greater than $500,000.00.

(e) New York State Transfer Taxes (deed stamps), which are currently at the rate of $2.00 per each $500.00 of consideration or part hereof. Pursuant to the terms of this Plan, this tax is an obligation of the Purchaser. For purposes of paying this tax with respect to this Project, consideration also includes the amount of New York City Real Property Transfer Tax and New York State Transfer Taxes (deed stamps) to be paid for the Residential Unit, so that the effective rate of State Transfer Tax is $2.03 per $500.00 of consideration, where the purchase price is less than $500,000.00 and $2.038 per $500.00 where the purchase price is $500,000.00 or more.

(f) Under Section 1402-a of the Tax Law of the State of New York, a "Mansion Tax" of one percent (1%) of consideration (or part thereof attributable to the real property being conveyed) is payable by the grantee (i.e., Purchaser) on each conveyance of residential real property, including condominium units, where the consideration for the entire conveyance is $1,000,000.00 or more. Residential real property includes a 1-3 family house, an individual condominium unit and a cooperative unit that is or may be used, in whole or in part, as a personal residence.

(g) The legal fees of Sponsor's attorneys in the amount of $2,000 for 421-a Affordable Units and $3,500 for Market-Rate Units will be payable by Purchaser to Seiden & Schein, P.C. An additional fee of $500 per Closing shall be due and payable to Sponsor's attorneys for any Unit Closing which occurs outside the office of Seiden & Schein, P.C. Further, an additional fee of $500 shall be payable by Purchaser to Sponsor's attorneys for the work involved for each assignment and/or cancellation of a Purchase Agreement or contract. Assignments are permitted only pursuant to the terms of the Offering Plan. An additional fee of $500 shall

be due and payable to Sponsor's attorneys for any previously scheduled Unit Closing which is adjourned by Purchaser less than five (5) business days before such Unit Closing is scheduled to occur. A further additional fee of $350.00 shall be payable by Purchaser to Sponsor's attorneys for reviewing and clearing title prior to closing.

(h) At the time of the closing of title to each Unit, the Purchaser of such Unit, other than the Purchaser of any Non-Residential Unit, shall pay into the Working Capital Fund of the Condominium an amount equal to two (2) months of Common Charges for the Unit being purchased, and into the Condominium's reserve fund an amount equal to one (1) month of Common Charges for the Unit being Purchased. Each Market-Rate Purchaser, other than the Purchaser of a Non-Residential Unit shall also be obligated to make a contribution toward the Board's purchase of Unit 7C, as provided on **Schedule A-1** in this Plan, which shall be used as a residence for the Building's superintendent.

(i) Real estate taxes from the midnight preceding the date of the Closing through the end of the tax payment period within which the Closing Date occurs, which shall be either a quarter of a year or one half of a year, provided, however, that Sponsor shall be reimbursed by Purchaser for the cost of any real estate taxes which Sponsor would not otherwise have had to pay but for an unauthorized delay in closing of title by Purchaser.

(j) A contribution from each Purchaser for the application for 421-a real estate tax benefits which shall be equal to the preliminary 421-a filing fee of $440,000.00 multiplied by the percentage of Common Interest for the Unit to which title is conveyed by Sponsor to a Purchaser.

In addition to the above costs, each Purchaser of a Unit will be responsible for the fees and expenses of his own attorney, if any. As a result of the variable factors with respect to each Unit, such as purchase price, terms of a possible mortgage commitment and mortgage application and appraisal costs, fees of Purchaser's attorney and fees of the attorney representing Purchaser's lending institution, Sponsor suggests that Purchasers review their closing costs with an attorney.

The Purchaser will be required to pay to the Condominium Board the Common Charges allocable to his Unit monthly in advance. Common Charges assessed during the month in which title to the Unit closes shall be adjusted with the Sponsor as of the midnight preceding the Closing Date, provided, however, that Sponsor shall be reimbursed by Purchaser for the cost of any Common Charges which Sponsor was obligated to pay to the Board of Managers as a result of any unauthorized delay in Closing of title by Purchaser. The amount of such Common Charges to be assessed against each Unit will be fixed by the Board of Managers. Common Charges to be initially assessed are expected to conform to those shown in **Schedule A** contained herein.

Water and sewer charges for the Building will be adjusted between the Sponsor and the Condominium as of the midnight preceding the First Unit Closing.

If the Units have not been separately assessed for real estate tax purposes on the date of the First Unit Closing, Sponsor will have previously paid the real estate taxes through the end of such tax payment period. For example, if the First Unit Closing occurs on January 2, 2018, Sponsor will have paid the real estate taxes for the Property through June 30, 2018. At Unit Closings, individual Purchasers shall adjust real estate taxes with the Sponsor from 11:59 pm preceding the date of the Unit Closing through the end of the tax payment period within which the Closing Date occurs. However, Sponsor shall also be reimbursed by Purchaser for the cost of any real estate taxes which Sponsor would not otherwise have had to pay but for an unauthorized delay in Closing of title by Purchaser. If no separate apportionment of real estate taxes has occurred as of the Closing date, such adjustment shall be made on the basis of the percentage of Common Interest attributable to such Unit.

Sponsor shall also collect from each Purchaser, at each Unit Closing, the amount necessary, on the basis of allocations set forth in **Schedule A** contained herein, to cover the six (6) month tax period subsequent to the tax period in which the Unit Closing occurs. The Managing Agent, on behalf of the Board of Managers, shall hold such funds in a separate account for the purpose of paying the real estate taxes on the Property when they are actually due and payable. At the time that such real estate taxes are due and payable, Sponsor shall pay over to the Board of Managers, out of its own funds, Sponsor's proportionate share of the real estate taxes then due, pro rata, on the Unsold Units.

In the event the actual real estate taxes in the six (6) month tax period subsequent to the Unit Closing are greater than the amounts collected at Closing, each Unit Owner shall pay his pro rata share of the additional real estate taxes promptly upon demand. If any Unit Owner fails to pay such Unit Owner's pro rata share of real estate taxes upon demand, the Board of Managers shall have the right to place a lien on such Unit for the non-payment thereof, as if such charges were Common Charges. In the event the actual real estate taxes are less than collected at Closing, Sponsor will direct the Managing Agent to refund to each Unit Owner the pro rata share of such excess collections. This provision shall survive the Closing.

Until a separate assessment for each Unit has occurred, each Unit Owner shall, upon demand, on January 1st and July 1st of each year, pay over to the Board of Managers such Unit Owner's pro rata share of real estate taxes. Sponsor shall also pay over to the Board of Managers its pro rata share of the real estate taxes with respect to any Unsold Units.

Mortgage Tax Credit

Section 339-ee(2) of the New York Real Property Law provides as follows:

"In the event the proceeds of a construction mortgage were applied to construction of a unit of a condominium submitted to the provisions of this article, or in the event that a unit submitted to the provisions of this act was subject to a blanket mortgage whose proceeds were applied exclusively to payment of the construction mortgage or to capital expenditures or expenses for the development or operation of the condominium, or to purchase land or buildings for the condominium provided that such purchase was no more than two years prior to the recording of the declaration of condominium, and a mortgage tax was duly paid on such construction or blanket mortgage in accordance with article eleven of the tax law, then, as each unit is first conveyed, there shall be allowed a credit against the mortgage taxes (except the special additional mortgage recording tax imposed by subdivision one-a of section two hundred fifty-three of the tax law) that would otherwise be payable on a purchase money mortgage, said credit to be in the amount resulting from the product of the purchaser's pro-rata percentage of interest in the common elements and the mortgage tax already paid on the construction or blanket mortgage. No credit shall be allowed under this subdivision (a) on account of the special additional mortgage recording tax imposed by subdivision one-a of section two hundred fifty-three of the tax law or (b) where the first condominium unit is sold more than two years after the construction or blanket mortgage was recorded."

Sponsor obtained a blanket mortgage for the acquisition of the Property and paid a mortgage recording tax thereon. If a mortgage tax credit becomes available, pursuant to the above Section of the New York Real Property Law, it is specifically understood that such credit shall inure to the benefit of the Sponsor and not to the Purchaser. Accordingly, at Closing, each Purchaser electing mortgage financing shall pay an amount equal to the full amount (but not in excess thereof) of the mortgage recording tax chargeable on the entire amount being financed. Sponsor, at Closing will be paid by such Purchaser to the extent of any mortgage tax credit allowed.

Partial Assignments of Sponsor's Construction Loan Mortgage

In the event that Sponsor is ineligible for a Mortgage Tax Credit, in whole or in part, Sponsor shall have the right and option to cause its mortgage lender to assign a portion of its mortgage(s) ("Mortgage") to each Purchaser's lender, with the lender's cooperation, when and if a Purchaser obtains financing. Each Purchaser's loan would, therefore, consist of a portion of the assigned Mortgage, for mortgage tax purposes.

Mortgage assignments (as opposed to new mortgages) are exempt from mortgage recording tax. Since a portion of the Mortgage would be assigned to each Purchaser's lender as each Unit is conveyed from Sponsor to Purchaser, the Purchaser would be exempt from paying mortgage recording tax to the City and State of New York to the extent that his mortgage consists of the assigned Mortgage. At the Closing, Sponsor would receive a payment from Purchaser equal to (but not in excess thereof) the mortgage tax that would otherwise be payable to the City and State of New York on the recording of Purchaser's mortgage.

The partial mortgage assignment would have no adverse impact on the purchase price of the Unit or on Purchaser's mortgage payment. Pursuant to the terms of the Purchase Agreement, a form of which is located in Part II of this Offering Plan, all Purchasers will be required to advise their lender of this provision in the Offering Plan and in the Purchase Agreement, and make a good faith effort to cooperate with Sponsor and Sponsor's lender in connection with the partial assignment of its Mortgage.

The entire contents of the Sections entitled "Mortgage Tax Credit," "Partial Assignments of Sponsor's Construction Loan Mortgage," as well as those in the immediately preceding section above entitled "General," as same may be revised or amended, shall be deemed to be incorporated into the Purchase Agreement for each Unit.

Example of Market-Rate Unit Closing Costs

A numerical example for the costs set forth in this section of the Offering Plan for a typical Market-Rate Unit with a hypothetical purchase price of $3,000,000.00 and a mortgage of $800,000.00 are set forth below. Tax, insurance and recording rates are subject to change:

1. title insurance for fee and mortgage, including the simultaneous mortgage discount: $12,759.00;

2. recording costs for deed and power of attorney: approximately $300.00;

3. mortgage recording tax: $15,370.00 (less $2,000.00 paid by lender);

4. recording cost of mortgage: approximately $200.00;

5. New York City Real Property Transfer Tax: $43,530.00;

6. New York State Transfer Tax (deed stamps): $12,220.00;

7. New York State Transfer Form RP-5217: $125.00;

8. New York State Mansion Tax: $30,547.50;

9. legal fee of Sponsor's attorney for closing title (at the office of Sponsor's attorney): $3,500.00;

10. legal fee of Sponsor's attorney for reviewing and clearing title: $350.00;

11. real estate tax escrow (and/or reimbursement of real estate taxes paid by Sponsor).

12. 421-a real estate tax application contribution (the preliminary 421-a filing fee of $440,000.00 multiplied by the percentage of Common Interest for the Unit being closed);

13. Two month's Common Charges toward working capital contribution and one month's Common Charges toward the reserve fund, plus the contribution toward the Board's purchase of Unit 7C, as provided on Schedule A-1 in this Plan.

Example of 421-a Affordable Unit Closing Costs

A numerical example for the costs set forth in this section of the Offering Plan for a typical 421-a Affordable Unit with a hypothetical purchase price of $363,839.00 and a mortgage of $327,455.00 are set forth below. Tax, insurance and recording rates are subject to change:

1. title insurance for fee and mortgage, including the simultaneous mortgage discount: $2,082.00;

2. recording costs for deed and power of attorney: approximately $300.00;

3. mortgage recording tax: $6,712.83 (less $818.64 paid by lender);

4. recording cost of mortgage: approximately $200.00;

5. New York State Mansion Tax: $0;

6. legal fee of Sponsor's attorney for closing title (at the office of Sponsor's attorney): $2,000.00;

7. legal fee of Sponsor's attorney for reviewing and clearing title: $350.00;

8. real estate tax escrow (and/or reimbursement of real estate taxes paid by Sponsor).

9. 421-a real estate tax application contribution (the preliminary 421-a filing fee of $440,000.00 multiplied by the percentage of Common Interest for the Unit being closed);

10. Two month's Common Charges toward working capital contribution and one month's Common Charges toward the reserve fund.

421-a Affordable Unit Purchasers shall be required to pay the recording costs associated with the Agreement of Covenants and Restrictions, which is estimated to be $250.00.

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

RIGHTS AND OBLIGATIONS OF SPONSOR

No bond or other security has been furnished to secure the performance of the Sponsor's obligations. Although at the time the Offering Plan is accepted for filing the Sponsor will be financially capable of performing Sponsor's obligations, the subsequent ability of the Sponsor to perform its obligations will depend upon Sponsor's financial condition at that time.

Sponsor makes the representations set forth below with respect to certain obligations under this Plan:

1. Prior to the First Unit Closing, Sponsor will obtain a permanent or temporary Certificate of Occupancy for the Building, or, alternatively, will obtain a temporary Certificate of Occupancy for the Unit that is being closed. If the First Unit Closing occurs prior to the issuance of a permanent Certificate of Occupancy for the Building, Sponsor shall maintain in escrow an amount reasonably necessary to complete the work required to obtain a permanent Certificate of Occupancy, as determined and certified by Sponsor's architect.

2. The Sponsor will pay all expenses incurred prior to the establishment of the Condominium in connection with its operation and will bear and pay all costs and expenses incurred in connection with the creation of the Condominium whenever such costs or expenses are incurred, or in connection with the sale of all of the Units held or owned by the Sponsor, except as noted in the Section entitled "Unit Closing Costs and Adjustments" in Part I of this Plan, and will pay or have paid, except as otherwise provided in this Plan, all selling expenses of Sponsor, including, but not limited to, advertising and printing costs, architect's fees, attorneys' fees (other than for individual Units), organization costs, brokerage commissions, engineers' fees, appraisal and any surveying fees and costs. In addition, Sponsor will cause all mechanics lien that are filed against Unsold Units to be discharged or bonded.

3. Notwithstanding any disclosure to the contrary in this Plan, Sponsor reserves the right to cause the Condominium Board not to bill Common Charges to any Unit Owner for so long as Sponsor pays the actual Condominium expenses, in lieu of Common Charges, from the date of the First Unit Closing up until such time as title to fifty percent (50%) of the Residential Units have been conveyed by Sponsor to third-party Purchasers. In the event that Sponsor makes such election, Common Charges will not be assessed by the Board of Managers to any Unit Owners. At such time that Sponsor causes the Board of Managers to assess Common Charges, each Unit Owner, including Sponsor, shall pay Common Charges, as discussed in this Plan. Sponsor represents that it has the financial resources to meet its obligations with respect to Unsold

Units. Sponsor's financial obligations to the Condominium will be funded from sales proceeds and/or its own funds.

4. As a condition of closing title to any Unit any liens affecting such Unit shall be removed or otherwise remedied to the extent Sponsor is required to do so under the Purchase Agreement.

5. Within six (6) months after the First Unit Closing, Sponsor will assign to the Condominium Board, and the Condominium Board will, on behalf of all Unit Owners, assume, all assignable service and maintenance contracts and agreements relating to the Property and apportion charges thereunder, if any. The Condominium will indemnify Sponsor against all claims and liability thereunder that relate to matters and events occurring on or after the day upon which the First Unit Closing occurs.

6. Sponsor shall be responsible for the repair of any damage to an Unsold Unit from a casualty or other cause that occurs before the Closing of that Unit, except as otherwise stated in this Offering Plan.

7. Sponsor shall procure fire and casualty insurance coverage on behalf of the Condominium, at the Condominium's expense, to be effective at the First Unit Closing, in the amount set forth in to **Schedule B** in Part I of this Plan, which Schedule sets forth the projected budget for the first year of Condominium operation.

8. In the event of the transfer of ten (10) or more Unsold Units in the Condominium to the same Purchaser, such Purchaser will assume the status and the obligations of the Sponsor for those Unsold Units under the Offering Plan.

9. Sponsor shall be obligated to defend any suits or proceedings arising out of its acts or omissions which constitute negligence or willful misconduct, but shall not be obligated to indemnify the Board of Managers or the Unit Owners against any such suits or proceedings.

   Sponsor shall not be liable for or obligated to defend any suits, proceedings or claims (i) as to any Unit arising out of any occurrence taking place on or after the earlier of the closing of title to such Unit or the leasing thereof to, or at the direction of, any Purchaser, or (ii) as to the Common Elements, arising out of any occurrence taking place on or after the date of the recording of the Declaration, except suits, proceedings or claims arising out of the negligence or willful misconduct of Sponsor or material misrepresentations made by Sponsor in the Offering Plan. Sponsor shall not be liable for or obligated to defend any suits, proceedings or claims arising out of any occurrence which was prior to the date of the First Unit Closing except suits, proceedings or claims arising

out of the negligence or willful misconduct of Sponsor or material misrepresentations made by Sponsor in the Offering Plan.

10. Sponsor shall deliver a set of "as-built" plans to the Board of Managers within 180 days of the first Unit closing.

11. At the Unit closing, Sponsor shall assign to the Unit Owner, to the extent assignable, any manufacturer's warranties with respect to equipment, manufactured wood flooring, and appliances installed in the purchased Unit(s). Any warranties with respect to equipment and appliances installed in the Common Elements, to the extent assignable, shall be assigned to the Board of Managers.

12. Sponsor shall build and complete the Building in accordance with the Building plans and specifications identified in the Plan. However, Sponsor reserves the right to substitute equipment, appliances, or materials of equal or greater quality or design, and Sponsor reserves the right to amend the Plan to disclose modified Unit layouts and Unit combinations. No change will be made by Sponsor in the size, location or number of Units, their respective percentages of Common Interest, or in the size or quality of Common Elements except by amendments to the Offering Plan and the Declaration. Unless the affected Purchaser provides a written consent, no material change will be made by Sponsor in the size, layout or percentage of Common Interest of a Unit if a Purchase Agreement has been fully executed and delivered by the Sponsor to Purchaser for that Unit and such Purchaser is not in default.

13. Sponsor or its counsel shall keep copies of the Plan, Exhibits and documents referred to in the Plan on file at Sponsor's offices for six (6) years from the date the Declaration is recorded.

14. In accordance with Section 339-p of the Real Property Law, a registered architect or licensed professional engineer shall certify within reasonable tolerances that the floor plans filed with the recording of the Declaration, and all amendments thereto, if any, are a substantially accurate copy of portions of the plans (as may be amended) of the Building as filed with and approved by the municipal or other governmental subdivision having jurisdiction over the issuance of permits for the construction of buildings.

15. During the time the principal of the Sponsor controls the Board of Managers, it is within its sole power to enforce the obligations of the Sponsor pursuant to the Plan and pertaining to the Common Elements. Therefore, Sponsor agrees that during such period it will, in its capacity as the controlling member of the Board of Managers, cause the Board of Managers to enforce such obligations when required to do so by a resolution duly passed by a majority of the Unit Owners, excluding Sponsor, at a special meeting of the Unit Owners called for such purpose.

16. Sponsor shall hold a majority of seats on the 5-member Residential Board until the later to occur of (i) five (5) years from the date of the First Unit Closing or (ii) the date upon Sponsor shall own Unsold Residential Units having a percent interest in the Residential Section in the aggregate of ten (10%) percent or less.

17. Sponsor shall construct the Units in accordance with the terms of the Plan. However, the existence of any incomplete or defective items of construction at Closing which do not materially affect the use and operation of the Unit shall not entitle Purchaser to any abatement of the purchase price for Purchaser's Unit or be grounds for Purchaser to (i) adjourn the Closing, or (ii) to refuse to pay the balance of the Purchase Price of such Purchaser's Unit and close title to Purchaser's Unit.

18. The Housing Merchant Implied Warranty (General Business Law Article 36-B) does not apply to this offering because that statute applies only to new single family homes or new for-sale units in a multi-unit residential structure which is five (5) stories or less in which title is transferred to purchasers under a cooperative or condominium regime. Sponsor has the obligation, nevertheless, to construct the Building in accordance with applicable Law, codes and regulations.

19. The Property is encumbered by certain mortgages that are held by Sponsor's lender, Wells Fargo Bank, N.A. Wells Fargo Bank, N.A. shall release the lien of such mortgages with respect to each Unit at the closing of title for each such Unit.

Each of the obligations of the Sponsor contained in this section shall be enforceable by any Unit Owner as to its Unit or the Board of Managers on behalf of the Unit Owners as to Common Elements. The representations contained in paragraphs 1 through 18 of this Section shall survive delivery of the deed, as stated. All representations under the Plan, all obligations pursuant to the GBL, and such additional obligations under the Plan which are to be performed subsequent to the closing of each Unit, will survive delivery of the deed. Sponsor makes no other representation or warranties except as provided herein. However, nothing herein shall be construed to limit any rights which Purchasers may otherwise have pursuant to Article 23-A of the General Business Law, Part 20 of the Regulations promulgated by the Attorney General, and this Offering Plan which are not validly waived by Purchasers or Unit Owners pursuant to the provisions of this Plan or the Purchase Agreement with the Purchaser.

Warranties

The Sponsor will promptly correct any material defects in the initial construction and/or renovation of the Building and the Units therein, or in the initial installation or operation of any mechanical equipment therein provided by Sponsor, due to substantially improper workmanship or material substantially at variance with the architectural plans and specifications, (a) provided that Sponsor is notified in writing of such defects by the

Unit Owner as to the Unit affected within 180 days after the date of Closing of title to such Unit or, (b) with respect to Common Elements, provided that Sponsor is notified in writing by the Board within one (1) year after the First Unit Closing. If any such defect in the Common Elements can only be detected by the occupancy of a particular Unit, Sponsor will correct said defect in the construction of the Common Elements or in the installation or operation of any such mechanical equipment therein due to improper workmanship or materials substantially at variance with the architectural plans and specifications, including if such defect is discovered more than one (1) year from the First Unit Closing, provided that Sponsor is notified by the Board within thirty (30) days after the Closing of title to or first leasing of the Unit in which the defect was discovered.

The quality of construction shall be comparable to local standards customary in the particular trade and in accordance with the plans and specifications.

Sponsor shall be deemed to have discharged any obligation it may have with respect to defects, as the case may be, if (i) Sponsor is not notified within the time periods specified herein or (ii) the Board and/or the Unit Owner in question prevents Sponsor, Sponsor's contractors and/or the Managing Agent access to the Unit in question as provided herein, or (iii) Sponsor shall have corrected the defect in accordance with the practice of the industry as determined by Sponsor's general contractor or architect or engineer, in their sole discretion.

Sponsor makes no warranties as to appliances, equipment, or fixtures, except that it will assign to the Purchaser any assignable manufacturer's warranties thereon. Purchasers are advised that warranties vary in length, depending partly on when the appliances, equipment, wood flooring, or fixtures covered by such warranties are first installed. Sponsor makes no representation as to which, if any, of the warranties will continue to remain in force upon the Closing date of any particular Unit nor does Sponsor make any representation as to the length of time any such warranty will remain in effect.

Notwithstanding the foregoing, Sponsor makes no representation or warranties relating to, and will not be responsible for correcting or repairing any latent defects of construction or defects in the installation or operation of any appliances, equipment or fixtures with respect to which assignable warranties or other undertakings (however denoted) from contractors, materialmen, or others, are assigned to the Board or Unit Owners.

Notwithstanding anything contained herein to the contrary, Sponsor will in no event be liable to correct or repair any of the following (collectively, the "**Minor Imperfections**"):

i. any condition resulting from normal wear and tear or natural deterioration or from the normal setting or shifting of the Building, including without limitation, concrete cracks which do not impair the structural soundness of the Building;

ii. defects of an insubstantial nature, such as partial or total death of any trees, shrubs, bushes or other landscape improvements; protruding dry wall fastenings;

nail pops; ridging on gypsum board or variations in gypsum board taping visible only under certain lighting conditions; lumber shrinkage; door or window sticking due to weather; door warpage, including without limitation, warpage of the main entrance door within reasonable tolerances of doors of similar size and weight; slight scratches or dents in plastic laminate, appliances, vitreous china, natural stone, wood, stainless steel or porcelain surfaces, bathroom finish grouting, wood floors, stone countertops, and tile walls or floors; adjustment of bi-fold doors; wall not square; electrical plates not straight; discoloration or shrinkage; slight separation between baseboard moldings and floors;

iii. normal settlement and deflection or any consequential damage resulting therefrom, including without limitation, cracks in roof ballast, or concrete cracks which do not reduce the structural integrity of the Property;

iv. deviations in the combined level of the ceiling and the floor of less than eight (8") inches (e.g., a 4 inch deviation in the ceiling height and a 4 inch deviation in the floor level), and imperfections in ceiling finishes;

v. imperfections (including dirt or smudges) in painting finishes beyond the single coat of primer paint that Sponsor shall provide (Purchaser is responsible for applying any finish coat(s) of paint);

vi. alignment of bathroom finishes and variations in grouting thickness;

vii. air infiltration and water infiltration from windows in accordance with the Architectural Aluminum Manufacturers Association Standard A-Z;

viii. noise from normal plumbing, heating, ventilation and air conditioning operation;

ix. normal floor noises and creaking;

x. carpet or floor discoloring or stretching;

xi. variations in width, length, thickness, finish, or color range of wood flooring, including but not limited to, stains caused by foot traffic prior to closing;

xii. repair of chips, scratches, marks, breaks, dents, cracks, signs of normal wear or other defects in exterior stone; windows; window glass, frames and hardware; elevator cabs, elevator cab doors and elevator cab panels and floors; insulation attached to the masonry wall; sliding glass doors, frames, door glass and hardware; lovers; shower doors; lighting fixtures, lenses, baffles and globes; all painted surfaces; all sinks, tubs, basins, water closets, kitchen cabinets, backsplashes and countertops; vanity tops and cabinets; all tile or natural stone floors and walls; saddles; all appliances; woodwork; millwork and doors; mirrors, paint touch-ups, and after the Unit closing, repair of dented appliances, or replacement of light bulbs; minor caulking clean-up; normal wear and tear of

kitchen tiles, cabinets and counter tops; normal wear and tear of bathroom tiles, bathtub, cabinets and mirrors;

xiii. variations in tone or color of natural stone or variations in tone of vanity tops or other natural stone surfaces;

xiv. leaching, salting or color variation of color mortar and colored brick, dimensional variations in brick joints and mortar droppings on bricks;

xv. ponding and/or controlled drainage on the roof surface within industry accepted standards;

xvi. cracks or discoloration in pressure treated lumber used or intended for use outside the property;

xvii. cracks or discoloration in concrete used in cellar walls and paving;

xviii. discoloration of hardware and plumbing finishes;

xix. stains, runs, lumps, shags or imperfections in weave in fabric panels;

xx. scratched, dirty or cracked lenses in light fixtures;

xxi. terrace tiles not laid flat, or color variations in tiles or mortar, or stained tiles;

xxii. cupping, warping and/or shrinkage of wood flooring in any or all Units or any gaps between base boards and wood floors within industry accepted standards;

xxiii. seam unevenness in granite countertops and ceramic or marble tile in any or all Units and in all Common Elements;

xxiv. discoloration, staining or other irregularity in granite or other stone countertops in any or all of the Units;

xxv. wear and tear of exterior painted surfaces including, without limitation, painted surfaces such as painted masonry and painted metals;

xxvi. the partial or total death or damage of any trees, shrubs, bushes or other landscape improvements, if applicable;

xxvii. leakage resulting from ice dams forming on roofs, spalling or flaking of concrete surfaces if ice melting compounds have been used;

xxviii. alterations in landscaping and/or grading;

xxix. damage to walkways or other concrete areas caused by the application of salt and/or deicers;

xxxi. noise from hallways or other Units; and

xxxii. any other inconsequential imperfection normally found in the Building.

Sponsor shall have discharged its obligation to repair abnormal scratches in plastic laminate by refinishing and Sponsor shall not be obligated to replace such surfaces or items. These Minor Imperfections are not defects and may be found in any building. Purchasers who purchase a Unit in the Condominium or in any building may experience some or all of these items and conditions in their Units, the Common Elements or elsewhere in the Building. Sponsor has no obligation to correct or repair any of these items or conditions and shall not be liable to any Purchaser or the Board therefore. If a Purchaser or the Board desires to correct or repair any of these items or conditions, to the extent they can be corrected or repaired, they will have to proceed at their sole cost and expense by themselves and/or under any warranties or undertakings assigned to them by Sponsor.

At Closing, Purchasers shall be provided with instructions for the care of countertops and wood flooring. Any representation made by Sponsor herein with respect to the repair of countertops shall not be enforceable against Sponsor in the event that Sponsor determines that Purchaser has not complied with such instructions.

Sponsor shall not be obligated to correct and will not be liable to any Purchaser as a result of (i) any insubstantial variations from the plans and specifications set forth in the Plan or the description of any portion of the Building or a Unit set forth in the Plan or (ii) variations from the plans and specifications set forth in the Plan or the description of a portion of the Building or a Unit set forth in the Plan which are neither in violation of applicable building codes, nor require the approval of any governmental authority, provided such variations are of substantially similar or better quality than as set forth in the Plan. Any such variation affecting the Property which is material shall be disclosed in a duly filed amendment to the Plan.

Sponsor shall not be obligated to repair or replace any imperfection or condition in the Building which is the responsibility of a governmental agency. However, the Board of Managers shall cause such responsible governmental agency to make such repairs and replacements as the Board of Managers deems appropriate, in its discretion.

Except as expressly set forth herein, Sponsor has no obligation to correct or repair any defect or conditions in the Units, Common Elements or Building. The foregoing sets forth the entire obligation of Sponsor to correct any defects and none other shall be implied. Sponsor shall have no obligation to repair or replace any defect resulting from the failure by the appropriate Unit Owner or the Board to properly service or maintain a particular item or items. Additionally, Sponsor shall have no obligation to repair or replace any defect resulting directly or indirectly from work done by any individual or entity retained by the Board or any Unit Owner(s).

NOTHING CONTAINED IN THIS SECTION WILL BE CONSTRUED SO AS TO RENDER SPONSOR LIABLE FOR, AND SPONSOR SHALL HAVE NO LIABILITY 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 FOR SPONSOR'S BREACH OF ANY REPRESENTATION OR WARRANTY MADE IN THE PLAN UPON, AND SUBJECT TO, THE TERMS AND CONDITIONS SET FORTH ABOVE WILL BE TO REPAIR OR REPLACE ANY DEFECTIVE ITEM OR CONDITION. ADDITIONALLY, EXCEPT AS EXPRESSLY SET FORTH ABOVE, SPONSOR WILL HAVE NO OBLIGATION TO CORRECT OR REPAIR ANY DEFECTIVE OR OTHER CONDITIONS IN THE BUILDING (INCLUDING IN THE UNSOLD UNITS AND THE COMMON ELEMENTS) OR IN, OR WITH RESPECT TO, ITS INSTALLATIONS, APPARATUSES, EQUIPMENT, FIXTURES, FINISHES, MATERIALS, AND APPURTENANCES ASIDE FROM ANY SPONSOR WARRANTIES AND UNDERTAKINGS WITH RESPECT TO THE CONSTRUCTION AND COMPLETION OF THE BUILDING CONTAINED IN THIS SECTION, AND NO OTHER WARRANTIES OR UNDERTAKINGS SHALL BE IMPLIED.

In no event shall Sponsor be responsible for Unit-to-Unit and/or hallway-to-Unit odor and noise transmission which is the result of activities such as, but are not limited to, cooking and cigarette smoking, by the Non-Residential Unit Owner(s), Residential Unit Owners, or other Building occupants.

Notwithstanding the foregoing, or in any other provision in the Offering Plan to the contrary, Sponsor shall construct the Building in accordance with all applicable codes and filed plans and specifications. Any conflict between the disclaimers in this Plan and Sponsor's obligations to construct the Building in accordance with all applicable codes and filed plans and specifications (collectively, "Sponsor's Obligation") shall be resolved in favor of Sponsor's Obligation

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 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 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 and Limited Common Elements, to prospective purchasers or lessees;

2) Right of access in and to Units, Common Elements and Limited Common Elements for purposes of repair, refurbishment, correction, alterations, finishing, servicing (including but not limited to garbage collection) and similar work, as well as the marketing of Units. During the course of any such repair, refurbishment, corrections, alterations, finishing, servicing and similar work Sponsor reserves the right to temporarily interrupt or suspend services or systems in or to the Property (including, without limitation, water, heating, cooling, electricity, gas, ventilation, plumbing and other systems);

3) Right to show vacant or leased Units;

4) Right to obtain unlimited front door keys upon request; and

5) Utility and other easements for the benefit of Unit Owners, Common Elements and Limited Common Elements;

6) Right to maintain an easement on the sidewalk adjacent to the Non-Residential Unit for purposes permitted by Law; and

7) Right to reasonably access any Unit or Common Element for the purpose of inspecting work or completing work required for the issuance of any Certificate of Occupancy.

Sponsor's Right to Perform Alterations

Sponsor (and its successors, assigns and designees) shall have the right to alter any Unit, Common Element or Limited Common Element consistent with the terms of this Plan, including, but not limited to, the right to combine two or more Units.

Sponsor or its designee and the Non-Residential Unit Owners and its successors and assigns shall, to the extent permitted by Law, have an easement to erect, maintain, repair and replace, from time to time, one or more signs on the Property for the purposes of advertising (i) the sale or lease of any Unsold Residential Unit, the sale or lease of all or any portion of the Non-Residential Units and (ii) the operation of any business of a tenant or occupant of all or any portion of any Non-Residential Units or of any Unsold Residential Units, as the case may be. In addition, Sponsor, the Commercial Unit Owner and the Community Facility Unit Owner shall have an easement and the right to alter, replace, restore, renovate, remodel and reconstruct the facade of the Building from the ground floor level through and including the bottom of the second floor of the Building with the consent of the Non-Residential Board but without the consent of the Residential Board or the Condominium Board; provided that any such alteration, replacement, restoration, renovation, remodeling, and/or reconstruction of the façade of the Building

by the Non-Residential Unit Owners while Sponsor or Sponsor's designee owns any Unsold Units shall require the prior written consent of Sponsor or Sponsor's designee.

Sponsor's Right to Withhold Residential Units from Sale

All the Residential Units being offered are intended to be sold as Condominium Units in accordance with this Plan at the prices noted in Schedule A, subject to Sponsor's right to change offering prices, in accordance with this Plan. These prices have been established solely by the Sponsor and are not subject to review or approval by the Department of Law or any other governmental agency. The initial offering prices of the 421-a Affordable Units will be in compliance with Section 421-a of the Real Property Tax Law.

Sponsor is retaining the unconditional right to rent eighty-five percent (85%) of the Residential Units in the Building that are being offered under this Plan. Unless and until this Plan is abandoned, Sponsor will endeavor in good faith to sell fifteen percent (15%) of the Residential Units, but makes no representation that it will execute Purchase Agreements to sell more than fifteen percent (15%) of the Residential Units.

Sponsor's Right to Sell Units to Investors and Enter Into Leases.

In accordance with the terms of this Plan, Sponsor has the right to sell Units to Purchasers for investment or resale. Accordingly, it is possible that certain Unit Owners will not be residents of the Building. In addition, a Purchaser may be acquiring a Unit that has been previously occupied, but such Unit will be delivered at closing free and clear of all leases and tenancies except as may otherwise be agreed to in writing by the parties. Sponsor's right to sell, rent or lease any Unsold Unit will not be subject to any right of first refusal in favor of the Condominium Board to purchase or lease such Unit from Sponsor on the same terms offered to the prospective purchaser, tenant or occupant.

Sponsor's Right to Adjust Common Interest Allocations Prior to Recording the Declaration of Condominium

The Common Interest of each of the Units has been determined pursuant to Section 339-i(1)(iv) of the Condominium Act and accordingly based upon a comparison of the floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit. Based upon final specifications, construction conditions and/or "as-built" plans for the Building reflecting relative measurements, areas and uses of portions of the Building, application of such method of allocation of Common Interest may justify a minor increase or decrease in the aggregate Common Interest appurtenant to certain Units, or all Units. In such event, the Common Interest appurtenant to such Units would be adjusted (by a minimal amount) pro-rata. Sponsor expressly reserves the right, from time to time, to effect such a change in the Common Interests and to amend the Plan so as to reflect the same. Notwithstanding the foregoing, after the recording of

the Declaration of Condominium, no change in any Unit's Common Interest will be made without obtaining the prior consent of all Unit Owners affected by such change.

CONTROL BY SPONSOR

Title to all Units which have not been sold by the time of the First Unit Closing will remain with the Sponsor or its designee(s) until such Units shall thereafter be sold to bona fide Purchasers. Such sales do not require a right of first refusal to the Board of Managers. Until the first annual meeting of the Condominium, the Board of Managers shall consist of two (2) persons designated by Sponsor. Accordingly, until such first annual meeting, Sponsor will have absolute voting control of the Board of Managers and will thus have control of maintenance, facilities and services to be provided, as well as determining the Common Charges to be paid by Unit Owners. Sponsor shall hold a majority of seats on the 5-member Residential Board until the later to occur of (i) five (5) years from the date of the First Unit Closing or (ii) the date upon Sponsor shall own Unsold Residential Units having a Percent Interest in the Residential Section in the aggregate of ten (10%) percent or less (the "Sponsor Control Period"). Sponsor, during the time there are Unsold Residential Units, will have the right to, and intends to, vote the percentage of Common Interests allocated to such Units, but subsequent to its relinquishing voting control of the Board of Managers Sponsor will not use such vote to elect a particular individual to the Board of Managers which would, by the election of such individual, give Sponsor voting control of the Board.

Notwithstanding the foregoing, Sponsor may not exercise veto power over the Board regarding expenses required (i) to comply with applicable laws or regulations; (ii) to remedy any notice of violation; or (iii) to remedy any work order by an insurer.

Sponsor shall hold both seats on the Non-Residential Board until Sponsor no longer owns any Unsold Non-Residential Units.

As long as the Sponsor or any Sponsor-designee shall continue to own a Unit, the Board of Managers may not, without the Sponsor's or Sponsor-designee's prior written consent, (i) amend the Declaration or the By-Laws so as to in any way adversely affect the Sponsor or its designees, or (ii) interfere with: the offer, sale or leasing of Units at the Property; the operations of general or sales or leasing offices at the Property; or actions necessary for renovation, repair or correction at the Property, as required by Sponsor. The Sponsor or Sponsor-designee shall have the right to withhold its consent to any of the foregoing actions. However, notwithstanding these restrictions, the Sponsor or Sponsor-designee shall not withhold its consent to the making of capital repairs to the Common Elements or assessment of any Common Charge for expenses required to comply with applicable law.

Members of the Board of Managers will serve without compensation. All officers of the Condominium shall also serve without compensation. Sponsor represents that for as long as it or any of its designees are members of the Board of Managers neither it nor any of its designees will vote for remuneration for either members of the Board of Managers or officers of the Condominium.

An officer may be removed, with or without cause, by an affirmative vote of a majority of the members of the Board of Managers.

Additionally, the By-Laws of the Condominium do not include a provision that, after the initial Sponsor voting control period, a majority of the Board of Managers must be owner-occupants or members of an owner-occupant's household who are unrelated to the Sponsor and its principals. Therefore, PURCHASERS FOR THEIR OWN OCCUPANCY MAY NEVER GAIN CONTROL OF THE BOARD OF MANAGERS UNDER THE TERMS OF THIS PLAN. Further, Unit Owners who are owner-occupants and Unit Owners who are non-residents (including Sponsor) may have in inherent conflicts about how the Condominium should be managed because of their differing reasons for purchasing (i.e. purchase of a Unit as a home as opposed to an investment).

BOARD OF MANAGERS

Under the By-Laws of the Condominium, the affairs of the Condominium will be managed by a Board of Managers consisting of seven (7) persons, five (5) persons of whom shall comprise the "Residential Board," and two (2) persons of whom will comprise the "Non-Residential Board." The Residential Board will initially consist of one (1) person designated by Sponsor and the Non-Residential Board will initially consist of one (1) person designated by Sponsor.

From and after the first annual meeting of Unit Owners (which shall be called within 365 days after the First Unit Closing), the Board of Managers will consist of a Residential Board of five (5) persons elected or designated by the Residential Unit Owners and a Non-Residential Board consisting of two (2) persons, one (1) of whom shall be elected or designated by the Commercial Unit Owner and one (1) of whom shall be elected or designated by the Community Facility Unit Owner. The Unit Owners shall hold annual meetings and at each such meeting they shall elect members of the Board of Managers. Each Unit Owner, including the Sponsor or its designee, shall be entitled to cast one vote for each .0001% of interest in the Common Elements attributable to their Unit(s) on all matters put to a vote at all meetings of the Unit Owners except that, when voting for the election of members of the Condominium Board, each Unit Owner: (i) shall be entitled to one vote for each .0001% of Common Interest attributable to its Unit per member to be elected, and (ii) shall not have the right to cumulate its votes in favor of any one or more members to be elected. If Units are owned by more than one person or entity as joint tenants, tenants by the entirety or as tenants in common, the persons or entities owning said Unit shall agree among themselves and cast the votes for their Unit.

Sponsor shall control the Residential Board until the later of (i) the date upon which Sponsor shall own Unsold Residential Units having a percent interest in the Residential Section in the aggregate of ten (10%) percent or less or (ii) five (5) years from the First Unit Closing (the "Sponsor Control Period"). After the expiration of the Sponsor Control Period, Sponsor, including any designee thereof, will relinquish control of the Residential Board of Managers and will not elect a majority of its nominees for positions on the Board of Managers, even though its total percentage of Common Interest may otherwise enable it to do so. Sponsor, during the time there are Unsold Residential Units, will have the right to, and intends to, vote the percentage of Common Interests allocated to such Units, but subsequent to relinquishing voting control of the Residential Board of Managers, Sponsor will not use such vote to elect a particular individual to the Residential Board of Managers which would, by the election of such individual, give Sponsor voting control of the Board. Notwithstanding the foregoing, Sponsor may, at its discretion, relinquish voting control of the Residential Board prior to the end of the Sponsor Control Period.

Sponsor, or any Sponsor designee, shall have exclusive control over the Non-Residential Board for so long as Sponsor or its designee owns any Non-Residential Units.

The By-Laws of the Condominium do not include a provision that, after the initial Sponsor voting control period, a majority of the Board of Managers must be owner-occupants or members of an owner-occupant's household who are unrelated to the Sponsor and its principals. Therefore, PURCHASERS FOR THEIR OWN OCCUPANCY MAY NEVER GAIN CONTROL OF THE BOARD OF MANAGERS UNDER THE TERMS OF THIS PLAN. Further, Unit Owners who are owner-occupants and Unit Owners who are non-residents (including Sponsor) may have inherent conflicts on how the Condominium should be managed because of their differing reasons for purchasing (i.e., purchase of a Residential Unit as a home as opposed to an investment).

The Unit Owners annual meetings shall be held on or about the anniversary of the date of the first annual meeting. A special meeting of the Unit Owners shall be called by the President of the Condominium as directed by the Board of Managers or upon a petition signed by a majority of the Unit Owners having been presented to the Secretary.

Notice of the annual meeting of Unit Owners or of any special meetings of Unit Owners shall be given by the Secretary, as directed by the Board of Managers, to all Unit Owners not less than ten (10) days or more than thirty (30) days before such meeting. Minutes of all meetings of Unit Owners and of all meetings of the Board of Managers shall be kept by the Board, together with records of all actions taken by the Board and the financial records of the Condominium. The Board shall retain an independent certified public accountant to prepare an annual report of the receipts and expenditures of the Condominium, which report shall be promptly sent to each Unit Owner.

Each of the members of the seven (7) member Condominium Board will serve until the next regular annual meeting of Unit Owners and until a successor is elected and qualified. Members of the Board of Managers, except for those members elected by the Sponsor, to be eligible for election, must be either a Unit Owner, the principal or officer of a Unit Owner, or the spouse of a Unit Owner. Except for a member of the Board of Managers designated by Sponsor or a Sponsor-designee, Residential Board members may be removed from office, with or without cause, by the affirmative vote of Residential Unit Owners owning, in the aggregate, a percentage of Residential Common Interest in excess of fifty percent (50%). Residential Board members designated by the Sponsor or a Sponsor-designee may only be removed for gross negligence, willful misconduct, or fraud by the affirmative vote of Residential Unit Owners owning, in the aggregate, a percentage of Residential Common Interest in excess of fifty (50%) percent of the Residential Common Interest of the Condominium. In the event of such removal, the Sponsor or Sponsor-designee, as the case may be, shall have the exclusive right to designate a replacement for such removed member of the Board of Managers.

Subsequent to the date when the Sponsor relinquishes control of the Board and so long as the Sponsor or a Sponsor-designee shall continue to own at least one (1) Unsold Residential Unit, the Sponsor or Sponsor-designee shall have the right to elect two (2) of the five (5) members of the Residential Board.

All members of the Board of Managers shall serve without compensation, and the Sponsor represents that, for as long as it or any of its designees are members of the Board

of Managers, neither it nor any of its designees will vote for remuneration for either members of the Board of Managers or officers of the Condominium.

The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Condominium, including but not limited to: determination of the Common Charges; adoption of rules and regulations covering the details of the Property; opening of bank accounts; purchasing, leasing or otherwise acquiring Units; selling, leasing or mortgaging of Units owned by the Board of Managers; and generally managing or supervising the Condominium property as provided in the Declaration and the By-Laws. The Common Expenses shall include such amounts as the Board of Managers deems proper for the operation and maintenance of the Property, including, without limitation, an amount for working capital of the Condominium, for a general operating reserve, and to make up any deficit in the Common Expenses for any prior year. The Board, in its discretion, may delegate such managerial powers as it sees fit to the officers of the Condominium. The Board of Managers is authorized to employ a Managing Agent for the Condominium on such terms as the Board of Managers may deem proper. See the Section entitled "Management Agreement" in Part I of this Plan for further discussion.

In order to limit the liability of the Unit Owners, as members of the Board of Managers, the Managing Agent, if any, and any officers of the Condominium, any contract or other commitment shall be made by the Board of Managers or the Managing Agent or an officer of the Condominium, as the case may be, only as agent for the Unit Owners. The members of the Board of Managers, the Managing Agent or the officer, as the case may be, shall have no personal liability on any such contract or commitment (except as Unit Owners), and the liability of any Unit Owner on any such contract or commitment shall be limited to such proportionate share of the total liability thereunder as the Common Interest of such Unit Owner bears to the aggregate Common Interest of all Unit Owners. The Board of Managers and the officers of the Condominium shall have no liability to the Unit Owners for errors of judgment, or otherwise, except for willful misconduct, negligence or bad faith. The Unit Owners shall severally indemnify the members of the Board of Managers and the officers of the Condominium against any liability or claims except those arising out of the bad faith, negligence or willful misconduct of the members of the Board of Managers or the officers of the Condominium, but the liability of any Unit Owner on account of such indemnification shall be limited to such proportionate share thereof as the Common Interest of such Unit Owner bears to the aggregate Common Interest of all Unit Owners.

Officers

The principal officers of the Condominium shall be (a) for the Residential Section, a President, Vice President, Secretary and Treasurer thereof, all of whom shall be elected by the Residential Board, (b) for the Non-Residential Section, a President and Secretary/Treasurer thereof, both of whom shall be elected by the Non-Residential Board, and (c) for the entire Condominium, (i) a President thereof, who shall be the same person serving as President of the Residential Board, (ii) a Vice President and Treasurer thereof, who shall be the same person serving as President of the Non-Residential Board, and (iii)

a Secretary thereof, who shall be the same person serving as Secretary of the Residential Board. The Condominium Board, the Residential Board and the Non-Residential Board may each appoint an Assistant Treasurer, Assistant Secretary and such other officers as in their judgment may be desirable. Any officer or director of the Residential Board may be an officer or director of the Non-Residential Board, and any officer or director of the Non-Residential Board may be an officer or director of the Residential Board. None of the officers of the Condominium Board, the Residential Board or the Non-Residential Board need be Unit Owners or have any interest therein or be Board members until the first organizational meeting of the Residential Board after the first annual meeting of Residential Unit Owners. Thereafter, the President and Vice President of the Residential Board must be Residential Unit Owners.

The President shall be the chief executive officer of the Condominium and shall preside at all meetings of the Board of Managers and of Unit Owners.

The Vice President shall take the place of the President of the Condominium in his or her absence.

The Secretary shall be empowered to take and keep minutes of all meetings and to keep the books and records of the Condominium.

The Treasurer shall be responsible for the funds of the Condominium and for accurately keeping the financial records and books of the Condominium.

The Board of Managers, in its discretion, shall delegate such powers to the officers as it sees fit to execute agreements, contracts, deeds, leases and checks etc. on behalf of the Condominium.

Severance of Ownership Prohibited

Each conveyance of a Unit by a Unit Owner shall include as part of the property to be conveyed, its undivided interest in the Common Elements, together with its interest in any Unit or Units acquired by the Board of Managers from Unit Owners electing to sell or lease such Unit or at a foreclosure or other judicial sale involving such Unit or Units, in accordance with the provisions of the By-Laws, all of which are interests appurtenant to its Unit.

Right of First Refusal; Units Acquired or Leased by Board of Managers

In administering the right of first refusal granted to the Board of Managers with respect to any sale or lease of a Residential Unit, the Board shall be required to exercise such rights, if at all, within twenty (20) days of its receipt of written notice from a Residential Unit Owner of the Residential Unit Owner's intention to sell or lease the Unit to a bona fide grantee or lessee. Notice of the decision to exercise or waive such right must be given to the Residential Unit Owner within five (5) days after the exercise of such decision and in any event within said twenty (20) day period by certified or registered mail. Failure of the Board to either exercise such right or to give notice of the exercise of such right within the time periods provided above shall constitute a waiver of

the right of first refusal. The Board of Managers will not have a right of first refusal with respect to the sale or lease of the Non-Residential Units.

In the event the Condominium Board does exercise its right of first refusal, the acquisition or lease of the Residential Unit may be made from the working capital and Common Charges, or, if such funds are insufficient, the Condominium Board may assess each Residential Unit Owner, other than the offering Unit Owner, in proportion to each Residential Unit Owner's percentage of Common Interest, or may borrow money to finance such acquisition. The sole security which may be given for any funds so borrowed is the Unit to be acquired. The Condominium Board may also assess each Residential Unit Owner, as provided above, for the cost of paying the Common Charges or rent and the maintenance of such Residential Unit. In the event any Residential Units are acquired or leased by the Condominium Board, the title or lease shall be held by the Condominium Board on behalf of all Residential Unit Owners in proportion to their percentage of Common Interest and any sale or lease of such Residential Unit shall be made by the Condominium Board on behalf of all Residential Unit Owners in proportion to their percentage of Common Interests. Such Residential Unit, while owned or leased by the Condominium Board, may be used for any purpose for which it could be used by an individual Residential Unit Owner. In no event, however, may the Board of Managers at any meeting of Unit Owners vote the votes appurtenant thereto.

The foregoing restrictions upon the sale and lease of Units will not apply to Sponsor or its designee with respect to any Unsold Units, or to Units acquired by a Permitted Mortgagee in foreclosure or by deed in lieu of foreclosure, or to any Non-Residential Unit Owner, each of which will be free to sell or lease their respective units without first offering to sell or lease to the Condominium Board.

Each Unit Owner, at the Closing of title to his or her Unit, shall be required to execute an instrument in the form of that contained in Part II in the Section entitled "Power of Attorney" in Part II of this Plan designating the Board of Managers and their successors as its attorneys in fact, coupled with an interest, for the purpose of selling, conveying, mortgaging, leasing, subleasing (but not voting the votes of) or otherwise dealing with Units acquired by the Board of Managers or their designee, on behalf of all Unit Owners.

Notwithstanding the foregoing, on the initial re-sale of any 421-a Affordable Unit, no 421-a Affordable Unit Owners shall offer the Residential Board the right to purchase such 421-a Affordable Unit Owner's 421-a Affordable Unit (i.e. the right of first refusal) unless and until Sponsor or Sponsor's designee declines to exercise its right of first refusal with respect to the re-purchase of such 421-a Affordable Unit pursuant to a fully executed Agreement of Covenants and Restrictions, a form of which is located in Part II of this Plan. In the event that any 421-a Affordable Unit Owner offers Sponsor or its designee the right to re-purchase such 421-a Affordable Unit Owner's 421-a Affordable Unit in accordance with the terms of an Agreement of Covenants and Restrictions, and Sponsor or its designee declines to re-purchase such 421-a Affordable Unit, then for twenty (20) days after receipt of a notice from Sponsor or its designee which states that Sponsor or its designee will not exercise its right of first refusal pursuant to such

Agreement of Covenants and Restrictions, the Residential Board shall have the rights provided to it, as disclosed above, notwithstanding that the 421-a Affordable Unit Owner has entered into a contract for the sale of such 421-a Affordable Unit Owner's 421-a Affordable Unit.

Review of Real Estate Tax Assessments

It shall be the responsibility of the individual Unit Owners, at their sole cost and expense, to review the real estate tax assessments of their Units and, if they so desire, to take any steps necessary to review and/or challenge such assessments. Notwithstanding the foregoing, if proceedings are pending for the reduction of real estate taxes on the Land and Building for the tax year in which the First Unit Closing occurs, the Condominium will continue such proceedings with the attorney previously employed by the Sponsor. Sponsor shall have the sole right to negotiate and settle all claims in connection with said proceedings. The cost of such proceedings, including legal fees, and (in the event taxes are reduced) any refund shall be apportioned between the Sponsor and the respective Unit Owners according to the ownership of the Property during respective portions of the tax year. Any refund covering a period prior to the First Unit Closing and all expenses incurred in connection with the obtaining such refund, shall belong to and be incurred by the Sponsor alone.

Amendments to Condominium Declaration and By-Laws

Any provision of the Declaration and By-Laws which benefit, protect, or otherwise affect only the Residential Section or the Residential Unit Owners may be modified or amended by the affirmative vote of Residential Unit Owners owning not less than sixty-six and two-thirds percent (66 + 2/3rds%) of the Residential Units and whose percentage of Common Interest, in the aggregate equals or exceeds sixty-six and two-thirds percent (66 + 2/3rds%). However, for as long as Sponsor or its designee owns title to one or more Unsold Units, the Rules and Regulations of the Condominium, or the By-Laws may not be amended in a manner which would adversely affect the Sponsor or its designee in any way, in Sponsor's sole discretion, unless the Sponsor or its designee gives its written consent to such an amendment. Additionally, (i) no such amendment shall adversely affect the lien of any mortgage without the written consent of the mortgagee; (ii) no such amendment may change the percentage of Common Interests allocated to any Unit or Units without the written consent of such Unit Owner; (iii) no such amendment shall increase the percentage of Common Interests allocated to any Unit or Units without the written consent of the mortgagee(s) of such Unit, or Units, if any.

Notwithstanding the foregoing, any amendment to the Declaration and/or By-Laws necessitated by or resulting from the sale of one or more Non-Residential Units to the Condominium Board or the Residential Board shall require the consent of a Majority of Residential Unit Owners.

RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND THE BOARD OF MANAGERS

Sale and Lease of Units

Each Residential Unit Owner, other than Sponsor or its designee with respect to any Unsold Units, may sell or lease his or her Residential Unit, but only after such Residential Unit Owner first gives the Residential Board written notice of his or her intention to do so, accompanied by the terms of the offer as set forth in Article 8 of the By-Laws. The Residential Board, on behalf of all Residential Unit Owners, will have the exclusive right to elect, within twenty (20) days after receipt of the notice of sale, to purchase the Residential Unit, or to elect, within twenty (20) days after receipt of the notice of lease, to lease the Residential Unit, on the same terms set forth in the offer, as more specifically set forth in Article 8 of the By-Laws. Notice of the decision to exercise or waive such right must be given to the Residential Unit Owner within five (5) days after the exercise of such decision and in any event within said twenty (20) day period by certified or registered mail. If the Residential Board does not notify the Residential Unit Owner of its election to purchase or lease the Residential Unit within the aforementioned time periods, the Residential Unit Owner will have sixty (60) days after the expiration of the twenty (20) day period to contract to sell the Residential Unit or lease the Residential Unit in accordance with the terms stated in the offer to the Condominium Board. After the expiration of the sixty (60) day period, the Residential Unit Owner will again be required to first offer the Residential Unit to the Residential Board as provided above. In the event the Residential Board timely elects to purchase a Residential Unit or to lease such Residential Unit, or to cause it to be purchased or leased by its designee, then (a) with respect to a purchase, title shall close on the later of (i) 60 days after the giving of notice by the Residential Board of its election to accept such offer and (ii) the closing date specified in the Residential Unit Owner's bona fide offer and (b) with respect to a lease, the lease shall be executed within ten (10) days after the Residential Board elects to accept such offer.

In the event the Residential Board does exercise its right of first refusal, the acquisition or lease of the Residential Unit may be made from the working capital fund and Common Charges for the Residential Section, or, if such funds are insufficient, the Residential Board may assess each Residential Unit Owner, other than the offering Residential Unit Owner, in proportion to each Residential Unit Owner's percentage of Common Interest for any funds so borrowed for the Residential Unit to be acquired. The Residential Board may also assess each Residential Unit Owner, as provided above, for the cost of paying the Common Charges or rent and the maintenance of such Residential Unit. In the event that any Residential Units are acquired or leased by the Residential Board, the title or lease shall be held by the Residential Board on behalf of all Residential Unit Owners in proportion to their percentage of Common Interest, and any sale or lease of such Residential Unit shall be made by the Residential Board on behalf of all Residential Unit Owners in proportion to their percentage of Common Interests. Such Residential Unit, while owned or leased by the Residential Board, may be used for any purpose for which it could be used by an individual Residential Unit Owner. In no,

event, however, may the Board of Managers, at any meeting of the Unit Owners, exercise the votes appurtenant thereto.

Notwithstanding the foregoing, on the initial re-sale of any 421-a Affordable Unit, no 421-a Affordable Unit Owners shall offer the Residential Board the right to purchase such 421-a Affordable Unit Owner's 421-a Affordable Unit (i.e. the right of first refusal) unless and until Sponsor or Sponsor's designee declines to exercise its right of first refusal with respect to the re-purchase of such 421-a Affordable Unit pursuant to a fully executed Agreement of Covenants and Restrictions, a form of which is located in Part II of this Plan. In the event that any 421-a Affordable Unit Owner offers Sponsor or its designee the right to re-purchase such 421-a Affordable Unit Owner's 421-a Affordable Unit in accordance with the terms of an Agreement of Covenants and Restrictions, and Sponsor or its designee declines to re-purchase such 421-a Affordable Unit, then for twenty (20) days after receipt of a notice from Sponsor or its designee which states that Sponsor or its designee will not exercise its right of first refusal pursuant to such Agreement of Covenants and Restrictions, the Residential Board shall have the rights provided to it, as disclosed above, notwithstanding that the 421-a Affordable Unit Owner has entered into a contract for the sale of such 421-a Affordable Unit Owner's 421-a Affordable Unit.

The re-sales and leasing of 421-a Affordable Units are also subject to certain restrictions, as disclosed further in the Section of the Plan entitled "The 421-a Affordable Units."

The foregoing restrictions upon the sale and lease of Units will not apply to Sponsor or its designee with respect to any Unsold Units, or to Units acquired by a Permitted Mortgagee in foreclosure or by deed in lieu of foreclosure, each of which will be free to sell or lease without first offering to sell or lease to the Condominium Board.

Additionally, the Non-Residential Unit Owners shall have the right to freely sell or lease their Non-Residential Units or any part thereof without the Condominium Board having any right of first refusal to purchase or lease, or to procure a third party to purchase or lease the same.

Each Unit Owner, at the closing of title to his or her Unit, shall be required to execute an instrument in the form of that contained in Part II in the section of the Plan titled "Power of Attorney," designating the Board of Managers and their successors, as his or her attorneys in fact, coupled with an interest, for the purpose of selling, conveying, mortgaging, leasing, subleasing (but not voting the votes of) or otherwise dealing with Residential Units acquired by the Board of Managers or their designee, on behalf of all Unit Owners. The Power of Attorney also grants Sponsor the right to amend the Declaration with respect to Unsold Units.

Each conveyance of a Unit by a Unit Owner shall include, as part of the property to be conveyed, the Unit Owner's: (i) Common Interest; (ii) undivided interest in any Residential Unit or Residential Units acquired by the Condominium Board from Residential Unit Owners (or the proceeds received at a foreclosure or other judicial sale

of a Residential Unit); and (iii) undivided interest in any other assets of the Condominium. In addition, title to a Unit may not be conveyed unless all unpaid Common Charges and liens against such Unit, other than mortgages placed on such Unit in compliance with the By-Laws, are paid and satisfied at or prior to closing. At the time of acquisition of a Unit and as a condition thereof, the new Unit Owner will be required to execute, acknowledge and deliver a Unit Owner's Power of Attorney in favor of the Condominium Board, in the form set forth in Part II of this Plan.

The lease for any Residential Unit (other than Unsold Units) will be in substantially the form of lease printed by Julius Blumberg, Inc., or the Real Estate Board of New York, Inc., with such modifications as shall be approved in writing by the Condominium Board. The terms of the lease, the rents and any rent increases upon the renewal of such lease are not subject to the New York State Rent Stabilization Law or the New York City Rent Stabilization Code.

A Unit Owner may, without restriction, make a gift of his or her Unit to anyone during his or her lifetime, to devise such Unit by will or to pass same by intestacy.

The Condominium Board may not discriminate against any person for a reason proscribed by the laws of the State of New York.

Mortgage of Units

Each Unit Owner, after notice to the Condominium Board, is free to mortgage his or her Unit to a "Permitted Mortgagee," provided that prior to or simultaneously with the closing of any mortgage transaction, the Unit Owner must satisfy all arrearages for any unpaid Common Charges and Special Assessments owed by such Unit Owner and discharge any liens affecting the Unit, other than Permitted Mortgages.

Determination of and Liens for Nonpayment of Common Charges

Each Unit Owner shall have an obligation to pay Common Charges and Special Assessments on other expenses when due. Common Charges for each Unit may be determined by multiplying that Unit's percentage of Common Interest by the total annual net expenses incurred or anticipated to be incurred for those items listed in Schedule B herein, together with the expense of any special repairs, major capital improvements or other expenses deemed by the Board of Managers to be a part of the Common Expenses and to be paid as Common Charges, all in accordance with Article 6, Section 1 of the By-Laws of the Condominium. However, Section 339-m of the Condominium Act provides authority for the Board of Managers to set and collect Common Charges payable by the 421-a Affordable Unit Owners[1], that are less than the amount that would be payable if the

[1]28 RCNY §6-09 provides that the sum of an 421-a Affordable Unit Purchaser's initial annual mortgage payments and Common Charges shall not exceed 30% of 125% AMI, adjusted for family size. The rule is silent as to limitations on future Common Charges payable by 421-a Affordable Unit Owners. Sponsor assumes that future Common Charges payable by 421-a Affordable Unit Owners are not subject to regulation but makes no guarantee that HPD or any other government agency will concur with this position. In addition, Sponsor makes no guarantee that the 421-a rules or statute will not be amended at some future

Common Charges were allocated based on such Unit's percentage of Common Interest. Common Charges will be established on an annual basis and be paid in equal monthly installments, due and payable on the first day of each month. The Board of Managers may, in accordance with Article 6, Section 1 of the By-Laws, impose Special Assessments as it deems necessary, to meet unanticipated or extraordinary expenses, including, but not limited to, expenses incurred for major capital improvements. Special Assessments to be paid by each Unit Owner shall also be determined in accordance with the Unit Owner's percentage of Common Interest, or such other method determined by the Board in accordance with Section 339-m.

The Condominium Board, in its discretion, and subject to certain restrictions contained in the By-Laws, may decide in the future to create a reserve fund by Special Assessment or by increases in Common Charges.

Under the provisions of Section 339-z and 339-aa of the Real Property Law of the State of New York (the "Real Property Law"), the Board of Managers on behalf of the Unit Owners will have a lien on each Unit for unpaid Common Charges assessed by the Board of Managers. Such lien will be subordinate only to liens for real estate taxes on the Unit and to any sums unpaid on a first mortgage of record thereon. Any lien for unpaid Common Charges against a Unit shall be effective from and after the filing of notice thereof in the Register of the City of New York, County of New York and until all sums secured thereby with the interest thereon shall have been fully paid or until six years from the date of filing (unless foreclosure of such lien is started within such six-year period), whichever may be earlier. Such lien may be foreclosed by a suit brought in the name of the Board of Managers acting on behalf of the Unit Owners in like manner as the foreclosure of a mortgage on real property or an action may be brought by the Board of Managers to recover the unpaid Common Charges without foreclosing the lien.

Upon the failure of a Unit Owner to pay Common Charges for the Unit within sixty (60) days of the same becoming due and payable, the Board of Managers shall have the right to place a lien against the Unit Owner's Unit for the unpaid Common Charges as set forth above. Failure of the Board of Managers to place such a lien shall not constitute a waiver of the right to do so at a later date or with respect to a subsequent failure to pay within the designated time.

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

No Unit Owner shall be liable for the payment of any part of the Common Charges assessed against his or her Unit for any period subsequent to a sale, transfer, or other conveyance made by him or her of his or her Unit, with appurtenant Common Elements, in accordance with the Declaration and By-Laws.

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date to provide for the regulation of Common Charges payable by 421-a Affordable Unit Owners after initial sale.

All Unit Owners shall be required to comply with the Declaration, By-Laws, Rules and Regulations of the Condominium and with any other requirements duly imposed by the Board of Managers pursuant to the authority granted to them. The Board of Managers shall have the power to impose appropriate sanctions where a Unit Owner is in default. Such sanctions include placing a lien against the Unit Owner's Unit, instituting foreclosure proceedings and filing suit against a Unit Owner.

Repairs

All maintenance of and repairs to any Unit, including, but not limited to, electrical (except Common Elements), plumbing (except Common Elements) as well as the washing of exterior windows shall be at the Unit Owner's expense, excepting as otherwise specifically provided in the By-Laws.

All maintenance, repairs and replacements to the "General Common Elements" (as defined in the Declaration) shall be made by the Board of Managers and be charged to all the Unit Owners as a Common Expense, except to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner. Maintenance, repair and replacements in or to the "Residential Common Elements" or the "Residential Limited Common Elements" (as such terms are defined in the Declaration) will be performed by (a) the Residential Board as a Residential Common Expense, if involving a Residential Common Element, or (b) by the Residential Unit Owner having direct and exclusive access thereto at his or her sole cost and expense, if involving a Residential Limited Common Element such as a roofing surface and/or a roof deck above such surface or as a result of the Unit Owner's negligence, misuse or neglect. Except as otherwise provided in this Plan, maintenance, repair and replacements in or to the "Non-Residential Common Elements" or "Non-Residential Limited Common Elements" (as such terms are defined in the Declaration) will be performed by (a) the Non-Residential Board as a Non-Residential Common Expense, if involving a Non-Residential Common Element or (b) by the Non-Residential Unit Owner having direct and exclusive access thereto, or control thereof, at his or her sole cost and expense, if involving a Non-Residential Limited Common Element such as a roofing surface and/or a roof deck above such surface or as a result of the Unit Owner's negligence, misuse or neglect.

The violation of any rule or regulation adopted by the Board of Managers, or the breach of any By-Law, or the breach of any provision of the Declaration, shall give the Board of Managers the right, in addition to any other rights set forth in the By-Laws: (a) upon reasonable notice to the Unit Owner, to enter the Unit 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 that may exist therein contrary to the intent and meaning of the provisions of the By-Laws (provided, however, that no prior notice shall be required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Property of the Condominium or for the safety of residents of the Condominium or other persons or required to avoid the suspension of any necessary service to the Condominium); or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the

continuance of any such breach; and (c) in any event charge the Unit Owner with the cost of reasonable legal and other fees and costs incurred in enjoining, abating or remedying such violation.

Necessary repairs and replacements to each Residential Unit's windows, doors and skylights are to be performed by the Residential Board at such Residential Unit Owner's sole cost and expense, subject to Board approval in order to ensure that uniform materials are used throughout the Building. It shall be the responsibility of the Residential Board to ensure that replacement Residential Unit windows contain safety "stops" designed specifically to prevent a child from falling out of the window.

Additions, Alterations and Improvements

Sponsor or its designee may make structural or non-structural alterations in any Unit owned by it or with respect to any Limited Common Element for which it has exclusive use without prior consent of the Board of Managers. With respect to other Residential Unit Owners, a non-structural alteration to a Residential Unit that does not affect the exterior of the Building or the value of other Units may be made by any Residential Unit Owner with the consent of the Board of Managers. The Residential Board shall have the authority to establish rules for non-structural alterations, additions, improvements, and repairs made by any Residential Unit Owner to his Residential Unit. No Unit Owner, other than the Sponsor or its designee, as a holder of Unsold Units, may make a structural alteration in its Unit or with respect to any Limited Common Element for which it has exclusive use or which affects the exterior of the Building or the value of other Units without the prior written approval of the Board of Managers. The Sponsor or its designee needs no such consent for any of its Units. Any approval, if granted, shall provide that such alteration shall be at the Unit Owner's sole cost and expense, that work shall be done in accordance with all governmental or quasi-governmental laws, rules, regulations, codes and ordinances, that all work shall be done by reputable contractors with adequate insurance coverage for liability, property damage and worker's compensation (certificates for which shall be delivered to the Board of Managers prior to the commencement of construction), that any additions, alterations or improvements shall be maintained in their entirety by said Unit Owner who shall also be responsible for any repairs, including structural repairs, to such addition in any event, and to the Unit and any Common Elements where such repairs become necessary due to additional stresses caused by the structural alteration or due to improper design or construction of the structural alteration. Such approval shall further provide that the Unit Owner shall reimburse the Board of Managers for any out-of-pocket expenses incurred by the Board of Managers in connection with the granting of such approval and in connection with any services provided to such alteration. Such expenses may include, but shall not be limited to, any fees of an attorney and/or fees of an architect consulted in connection with the request by a Unit Owner for approval of a structural alteration.

Finally, any approval, if granted shall be subject to regulation by the Condominium Board as to any one or more of the following aspects of construction:

(1) time periods during which work is permitted;

(2) the manner in which construction debris will be handled;

(3) measures which must be taken to prevent compromising security of the Building during construction;

(4) the interruption of services during construction; and

(5) liability insurance for contractors during construction.

The Board of Managers and/or the manager or managing agent shall have a right of access to any Unit for the purpose of inspection, making any repairs or replacements to any of the Common Elements or Limited Common Elements contained in such Unit or elsewhere in the Building, remedying any condition which would result in damage to any other Unit or to the Common Elements or Limited Common Elements, or which would violate the provisions of any mortgage encumbering another Unit, or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof, or to cure any defaults by a Unit Owner or for any other purposes permitted by the By-Laws.

Certain structures cannot be built as-of-right with respect to the City of New York Building Code and require a variance from the City Board of Standards and Appeals. If the Board does not consent to the proposed alteration, an application for a variance is moot, since the Board would not permit the proposed alteration in any event.

In the event that a variance is needed, such a variance may be approved or denied by the Board of Managers at the Condominium in the Board's sole discretion. Structures that increase the size of the Building require a variance. These structures include: additional floors, additions to the rear of the Building above the cellar level, additional penthouses, roof mezzanines, greenhouses and gazebos.

Subject to the By-Laws and Rules and Regulations of the Condominium, which, among other requirements, assigns responsibility for negligence, misuse or neglect, a Residential Unit Owner who has an exclusive roof terrace area may, without a Department of Buildings permit, install plantings and furniture on it.

Insurance

The Board of Managers shall be required to obtain and maintain the following insurance: fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring the Building containing the Units, including all of the Units and all fixtures installed therein by the Sponsor and any property customary to the servicing and general occupancy, (but not including furniture, furnishings, equipment or other personal property supplied or installed by Unit Owners), together with all service machinery contained therein and covering the interests of the Condominium, the Board of Managers and all Unit Owners and their mortgagees, as their interest may appear, in an aggregate amount to be determined by the Board of Managers but in no event to be less than the full replacement cost of the Building, including the above noted items, but exclusive of footings and foundations, as approved by a fire insurance company or a

qualified insurance broker. All such policies shall provide that adjustment of loss, if over $1,000,000.00, shall be made by the Board of Managers with approval of the "Insurance Trustee" (as defined in the By-laws), if any. The Board of Managers shall have the right to select an Insurance Trustee. Additionally, the net proceeds of such adjustment, if $1,000,000.00 or less, shall be payable to the Board of Managers, and if more than $1,000,000.00 shall be payable to the Insurance Trustee, if any, to be applied for the purpose of repairing, restoring or rebuilding the Building unless otherwise determined by the Unit Owners. At the First Unit Closing, the fire insurance coverage of the Building shall be $49,000,000.00. Said coverage shall be maintained while Sponsor is in control of the Board of Managers.

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro-rata liability of the insurer as a result of any insurance carried by Unit Owners or of the invalidity arising from any acts of the insured or any Unit Owners, and shall provide that each Unit Owner is an additional insured party and that such policies may not be canceled or substantially modified without at least ten (10) days prior written notice to all of the insured, including all mortgagees of Units. The standard mortgagee loss payable clause shall be attached to all policies.

The cost of all such insurance and the fees and expenses of the Insurance Trustee shall be paid by the Board of Managers and shall constitute a Common Expense.

The Board of Managers shall also obtain and maintain to the extent obtainable: (1) worker's compensation insurance for Condominium employees, if any; (2) public liability insurance covering each member of the Board of Managers and each Unit Owner in such limits as the Board of Managers may deem proper, and covering all claims for bodily injury or property damage arising out of any occurrence in the Common Elements or the Units, except that such policy will not cover liability of a Unit Owner arising from occurrences within his own Unit. The Board of Managers shall review such limits once each year. The public liability insurance will also cover cross-liability claims of one insured against another. Until the first meeting of the Board of Managers elected by the Unit Owners the public liability insurance will be in a limit of at least $1,000,000.00 covering all claims for bodily injury with respect to any one occurrence.

If, by reason of the occupancy or use of any particular Unit, the rate of fire or liability insurance for the Property shall be increased, such Unit Owner shall (if such occupancy or use continues for more than thirty (30) days after written notice from the Board of Managers specifying the occupancy or use) become liable for the additional insurance premiums incurred by the Condominium as if such additional premium constituted an assessment.

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

Use of Units

The Residential Units may be used only for private residences. However, a Residential Unit Owner may use his or her Residential Unit for any home occupation use permitted under applicable zoning law and ordinances, building code or other rules and regulations of governmental authorities having jurisdiction. Such Residential Units may also be used as professional offices by a resident thereof, provided such professional use does not violate any zoning law and ordinances and provided further that the prior written consent of the Board of Managers to such professional use is obtained. No illuminated or other sign may be used in connection with the aforementioned use.

Sponsor, so long as Sponsor owns at least one (1) Unit may, without the consent of the Board of Managers, cause the Building's amenity spaces and lobby to be filmed or photographed for sales, promotional, or any other purpose that Sponsor deems reasonable, during regular business hours, subject only to the requirements of applicable Law.

Except as set forth above, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, or otherwise, shall be conducted, maintained or permitted in any part of the Residential Units or Residential Common Elements, nor shall any "For Sale", "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted in any Residential Unit therein or adjoining Residential Common Elements, nor shall any Residential Unit be rented for transient, hotel or motel purposes. The right, however, is reserved by the Sponsor, its designee, and the Board of Managers, or its agent, to place "For Sale," "For Rent," or "For Lease" or similar signs on any Unsold Units or unoccupied Units. Sponsor and its designee shall have the right to place "For Sale", "For Rent" or "For Lease" signs or similar signs on or in the vicinity of the Building or on the facade of the Building without regard to size. Sponsor or its designee shall be responsible for installing and removing such signs. Additionally, the right is reserved by Sponsor and its designee to (i) maintain staff in one or more vacant and Unsold Units in the Building as a sales office and/or model Unit, (ii) maintain staff in the Common Elements for the purpose of marketing Unsold Units and (iii) maintain staff in all portions of the Building for the purpose of completing construction on the Building and to otherwise comply with its obligations under the Plan.

There shall be no playing or lounging in the entrances, passages, public halls, vestibules, corridors, stairways, or fire towers of the Building, except in any recreational areas, if any, or other areas designated as such in the Declaration or by the Residential Board.

Except as elsewhere provided, no exterior of any Residential Unit or the windows or doors thereof or any other portions of the Common Elements shall be painted or decorated by any Residential Unit Owner in any manner without prior written consent of the Condominium Board.

No furniture, equipment, or other personal articles shall be placed in entrances, hallways, stairways, or in other Common Elements.

No Unit Owner shall make or permit any noise that will disturb or annoy the occupants of any of the Units in the Building or do or permit anything to be done therein which will interfere with the rights, comfort, or convenience of other Unit Owners.

Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows of a Unit, any dirt or other substances. In addition, where applicable, each Unit Owner shall keep his or her terrace(s) and terrace drain(s) free of debris.

Except as otherwise provided above, no exterior shades, awnings, window guards, ventilators, fans or air-conditioning devices shall be used on or about the Building or Common Elements except such as shall have been approved by the Board of Managers or as required by Law.

Except as provided above, no sign, notice, lettering, or advertisement shall be inscribed or exposed on or at any window, door, or other part of a Residential Unit or adjoining Common Element except such as shall have been approved in writing by the Residential Board, nor shall anything be projected out of any window of the Building without similar approval.

All garbage and refuse from the Building shall be deposited with care in plastic bags or other suitable receptacles intended for such purpose only at such times and in such manner as the Board of Managers may direct. Unit Owners shall be responsible for complying with all applicable recycling laws pertaining thereto.

No clothes, sheets, blankets, laundry, or other articles of any kind shall be hung on or out of a Unit or its appurtenant Limited Common Elements.

Water closets and other water apparatus in the Building shall not be used for any purposes other than those for which they were constructed; nor shall any sweepings, rubbish, rags, paper, ashes, or any other article be thrown into the same. Any damage resulting from misuse of any water closet or other apparatus shall be paid for by the Unit Owner causing such damage.

No Residential Unit Owner shall engage any employee of the Condominium for any private business of the Residential Unit Owner without prior written consent of the Residential Board.

No pets other than dogs, caged birds, cats and fish (which do not cause a nuisance, health hazard or unsanitary condition) shall permitted be kept or harbored in any Residential Unit unless the same in each instance be expressly permitted in writing by the Residential Board. Any such consent, if given, shall be revocable at any time by the Residential Board. In no event shall any Unit Owner maintain more than two (2) pets (other than fish) in a Residential Unit without the consent of the Residential Board and in

no event shall any animal be permitted in any of the public portions of the Building unless carried or on a leash. The individual Residential Unit Owners who keep an animal in the Building shall each indemnify the Board of Managers and hold it harmless against any loss or liability of any kind or character whatsoever arising from or as a result of having any animal in the Building. No pigeons or other birds or animals shall be fed from the window sills, or other public portions of the Building or on the sidewalk or street adjacent to the Building. The Board of Managers shall have the right to prohibit an animal from residing or visiting the Building if, in the Board's judgment, such animal creates a nuisance, health hazard or an unsanitary condition.

No radio or television aerial or dish shall be attached to or hung from the exterior of the Building without written approval of the Board of Managers.

The agents of the Board of Managers, and any contractor or workman authorized by them, may enter any Unit at any reasonable hour of the day for any purpose permitted under the terms of the Declaration, By-Laws, or Rules and Regulations of the Condominium.

The Board of Managers or the Managing Agent may retain a pass-key to each Unit. If any lock is altered or a new lock is installed, the Board of Managers or the Managing Agent shall be provided with a key thereto immediately upon such alteration or installation. If the Unit Owner is not personally present to open and permit an entry to his or her 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 Board of Managers or the Managing Agent, then the Board of Managers 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 Unit Owner's property).

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 Board of Managers nor the Managing Agent shall (except as provided above) be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

No Unit Owner or any visitor, guest, patient, employee or any client of a Unit Owner shall be allowed in the heating, electrical or mechanical equipment areas without the express permission of the Board of Managers.

All damage to the Building or Common Elements caused by the moving or carrying of any article therein shall be paid by the Unit Owner responsible for the presence of such article.

No Unit Owner shall interfere in any manner with any portion of the Common Elements which are not appurtenant to the Unit Owner's Unit.

Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance of the Building, or the contents thereof, without the prior written consent of the Condominium Board. 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 or Limited Common Elements any inflammable, combustible, or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of such Unit or Limited Common Elements.

The exterior of all front doors of Residential Units shall not be painted or decorated other than with the consent of the Residential Board.

Any damage to the Building or equipment caused by Unit Owners, their guests, visitors, clients, patients or employees shall be repaired at the expense of the said Unit Owner.

Complaints regarding the management of the Building and grounds or regarding the actions of other Unit Owners shall be made in writing to the Board of Managers.

No Unit shall be used or be occupied in such manner as to obstruct or interfere with the enjoyment of occupants or Unit Owners above, below and to each side of other Units; nor shall any nuisance or illegal activity be committed or permitted to occur in or about any Unit or upon any part of the Common Elements.

Certain parts of the Common Elements are intended for use for the purpose of affording pedestrian movement within the Condominium and for providing access to the Units. No part of the Common Elements shall be obstructed as to interfere with its use for the purposes hereinabove recited; nor shall any part of the Common Elements be used for general storage purposes, except maintenance storage or where specifically designated as such; nor shall anything be done thereon in any manner which shall increase the rate of hazard and liability insurance covering said area and improvements situated thereon.

No offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be eliminated, by and at the sole expense of the Unit Owners, or the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the Property.

Smoke detectors and carbon monoxide detectors must be installed in every Residential Unit as required by New York City Building Code. It is the obligation of the

Residential Unit Owner to maintain the alarms and to make certain the units are in working order at all times.

All Unit Owners shall be obligated to install white curtains, drapes, shades or blinds ("Window Treatments") in each Unit which are visible from the exterior of the Building in order to give the Building a uniform exterior appearance. Such Window Treatments shall be hung from each such window within sixty (60) days of the Closing Date, unless otherwise provided by the Board in writing. Notwithstanding the foregoing under no circumstances shall newspapers, blankets bed sheets, clothes or other articles of any kind be hung in the windows in lieu of Window Treatments and no personal property shall be stored in any window bay, except behind the Window Treatments.

Smoking shall be prohibited in the Common Elements of the Building.

The cost of maintenance and repair of the sidewalks, and adjacent curbs, including keeping them free from snow, ice, dirt and rubbish, shall be the responsibility of the Condominium, to be charged to all Unit Owners as a Common Expense.

No group tour or exhibition of any part of a Unit or its contents shall be conducted nor shall any auction sale be held in any part of a Unit, without the consent of the Board of Managers or the Managing Agent in each instance.

Plantings on any terrace or balcony shall be contained in boxes of wood, lined with metal or other materials impervious to dampness and standing on supports at least two inches from the terrace or balcony surface, and, if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in masonry or hollow tile walls 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 balcony, but shall stand on supports at least two inches above such surface. It shall be the responsibility of the Residential Unit Owner to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. Such Residential Unit Owner shall pay the cost of any repairs rendered necessary, or damage caused, by such plantings. No planter shall be placed on any private terrace area or balcony if it imposes a load exceeding 60 pounds per square foot, without the express written consent of the Board and, if required, the New York City Department of Buildings.

Any consent or approval given under the Rules and Regulations of the Condominium may be amended, modified, added to, or repealed at any time by resolution of the Board of Managers. Further, any such consent or approval may, in the discretion of the Board of Managers or the Managing Agent, be conditional in nature.

The Rules and Regulations of the Condominium are set forth in Part II of this Offering Plan as an addendum to the By-Laws. The Rules and Regulations govern the use of the Units and Common Elements and may be amended from time to time by the

Board. However, no amendment of the Rules and Regulations shall be applicable to any Unsold Unit, unless agreed to by Sponsor or the Sponsor-designee.

Superintendent's Unit

On or about the date of the First Unit Closing, Sponsor will lease Unit 7C to the Board of Managers, to be used as a residence for the Condominium's superintendent. The lease term for Unit 7C will be two (2) years. The rent for Unit 7C will be $6,100 per month, commencing on the date of the First Unit Closing. The rent shall include the cost of Common Charges and real estate taxes for Unit 7C. The superintendent shall be responsible for the cost of utilities, cable, local telephone and other miscellaneous expenses.

Sponsor is offering the Board of Managers the option to purchase Unit 7C at any time during such two (2) year lease term, time being of the essence, for the offering price disclosed on **Schedule A** in this Plan. At Closing, each Purchaser, other than 421-a Unit Purchasers, shall be obligated to make a one-time contribution toward a thirty percent (30%) down payment and the closing costs associated with the purchase of Unit 7C, as provided on **Schedule A-1**, which is located in Part I of this Plan. Sponsor anticipates, but does not guaranty, that the remaining seventy percent (70%) of the purchase price of Unit 7C shall be financed through an institutional lender. Sponsor makes no representations as to the availability of such institutional financing or the terms thereof, if such institutional financing is obtained. In the event that the Board cannot obtain institutional financing for the purchase of the superintendent's Unit, Sponsor reserves the right, but shall not have the obligation, to provide financing to the Board. The financing shall be based either on a five (5) year interest-only mortgage with a balloon payment at the end of such five (5) year term or on a thirty (30) year amortized mortgage at a fixed interest rate. The interest rate of either such mortgage shall not exceed 7% per annum.

In the event that the Board does not purchase Unit 7C on or before the end of such two (2) year lease term for any reason, there is no guarantee that Sponsor will continue to make Unit 7C available for use by the Board after the expiration of such two (2) year lease term. If Sponsor does so make the Unit 7C available, no representations are made regarding the rental or use and occupancy which will be charged by Sponsor therefor. In the event that after such two (2) year term Sponsor does not make Unit 7C available for rent by the Board, Sponsor reserves the right to offer Unit 7C for sale to the general public, and, therefore, there may be no Unit in the Building for the Condominium's superintendent to reside in. In such event, the Board shall be obligated by Law to hire a superintendent or janitor who does not reside in the Building but exclusively services the Condominium.

Prospective Purchasers are also advised that in the event that the Board does not purchase Unit 7C and Sponsor exercises its right to rent or sell Unit 7C to any other party, the one-time contributions made by Purchasers at each Closing pursuant to **Schedule A-1** shall retained by the Board, to be used in the Board's sole discretion.

Sponsor reserves the right, in its sole discretion, to substitute any other Unsold Unit for which a Purchase Agreement has not been fully executed for Unit 7C, for the purpose of housing the superintendent, pursuant to a duly filed amendment to this Plan.

Real Property Law §339-kk

Subsection kk to Section 339 of the Real Property Law ("RPL"), a copy of which is set forth in Part II of the Plan, was enacted into law July 22, 1998. RPL §339-kk is intended to provide additional financial protection for a condominium association if a sponsor or other non-occupant owner fails to make monthly payments for Common Charges, Special Assessments and late fees due in connection with such owner's Condominium Unit(s).

RPL §339-kk provides, by its terms, among other things, that with respect to unsold units of a condominium owned by a sponsor or by any other non-occupant owner and occupied by a tenant:

(a) If payment of common charges, assessments or late fees by any non-occupant condominium unit owner is more than sixty (60) days late after the expiration of any grace period within which they are due, payments from a tenant of such condominium unit may become directly payable to the condominium upon written notice by the condominium to the tenant and the non-occupant condominium unit owner. Where a majority of the condominium board has been elected by condominium unit owners who are in occupancy of their respective condominium units, the condominium board may elect not to require that the rental payments be paid to the condominium. Once the common charges, assessments and late fees of the non-occupant condominium unit owner have been brought current, the condominium board must notify the non-occupant condominium unit owner and the tenant within three (3) business days and thereafter the rent will be payable to the non-occupant condominium unit owner or a designated agent.

(b) Payment by a tenant of rent or the amount required pursuant to the tenant's lease or statutory tenancy to the Condominium pursuant to the RPL §339-kk, relieves the tenant from the obligation to pay rent to the non-occupying condominium unit owner.

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

(d) A non-occupant condominium unit owner who disputes the condominium's claim to rental payments is entitled to present facts supporting such owner's position at the next scheduled meeting of the condominium board, which must be held within thirty (30) days after receipt of notice that the non-occupant condominium unit owner seeks to dispute the condominium's claim.

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

RPL §339-kk does not address a number of issues. Accordingly, Sponsor makes no representation as to (i) RPL §339-kk's effect on the lien priority of a loan heretofore or hereafter made to a non-occupant Unit Owner and secured by the Unit, or whether RPL §339-kk's enactment or compliance therewith by a tenant constitutes a default by the Unit Owner under said loan, (ii) RPL §339-kk's effect on assignments of leases and rents given by a non-occupant Unit Owner to a mortgagee in connection with purchase-money financing or otherwise, (iii) the Condominium's remedies if a tenant fails or refuses to make rental payments to the Condominium Board after notice from the Condominium Board (in accordance with RPL §339-kk) to do so, (iv) the consequence of the Condominium Board's failure to give notice to a tenant, or (v) who is responsible for designating an agent to whom rental payments are to be made after the non-occupant Unit Owner is brought current in payment of common charges, assessments and late fees.

Finally, no representation is made about the tax effects of RPL §339-kk.

All prospective Purchasers should review RPL §339-kk to determine its effect on their own situation.

REAL ESTATE TAXES

Real estate taxes are assessed and collected by the City of New York. The Property will be classified as a Tax Class 2 property (Residential Units) and Tax Class 4 (Non-Residential Units) upon completion of the improvements.

Each Unit will be taxed as a separate tax lot for real estate tax purposes and the Unit Owner will not be responsible for the payment of, nor will his Unit subjected to, any lien arising from the non-payment of taxes on other Units.

Until the Units are separately assessed, the Condominium Board will pay all real estate taxes with respect to the Property and will allocate the cost thereof among all Unit Owners in proportion to each Unit's Common Interest. Such allocation shall be final; there will be no adjustment of real estate taxes subsequent to the allocation by the Condominium Board.

Real Estate Tax Benefits

Pursuant to Section 421-a of the Real Property Tax Law, Sponsor anticipates the Property will be exempt from real estate taxes, other than assessments for local improvements, upon any increase in assessment over the "prior assessed value" of the Property ("421-a Benefits"), except that an assessment penalty is expected to be imposed on the Non-Residential Units for certain spaces in the Building that are ineligible for 421-a Benefits, as disclosed below. The 421-a Benefits term is for the construction period or three (3) years, whichever is earlier, and twenty (20) years post-construction, as disclosed below. Construction is deemed to be complete upon the issuance of at least a temporary Certificate of Occupancy which covers all Residential Units.

The Section 421-a "prior assessed value" is the lower of the actual or transitional assessed value of the Land and Building (if any) during the tax year prior to the commencement of construction. Sponsor intends to commence construction in the 2014/2015 tax year and, therefore, the Section 421-a "mini-tax" will be based on the transitional assessed value of the Property during the 2013/2014 tax year, which is $848,431. Real estate taxes based on the prior assessed value may be higher or lower depending on the tax rate in effect in a given tax year.

The schedule for the twenty (20) year post-construction partial 421-a real estate tax exemption is as follows: one hundred percent (100%) exemption on any increase in the assessed value of the Property over the "prior assessed value" for years one (1) through twelve (12), commencing on the July 1st following the taxable status date (January 5) after receipt of at least a temporary or permanent Certificate of Occupancy covering all Residential Units in the Building; eighty percent (80%) exemption in years thirteen (13) and fourteen (14); sixty percent (60%) exemption in years fifteen (15) and sixteen (16); forty percent (40%) exemption in years seventeen (17) and eighteen (18); and twenty percent (20%) exemption in years nineteen (19) and twenty (20), with full real estate taxes due and payable commencing with the twenty-first (21th) year. Sponsor anticipates that the

first year of post-construction 421-a Benefits will commence during the first year of Condominium operation.

Approximately 6.80% of the Building's aggregate floor area is anticipated to be ineligible for 421-a Benefits. It has been the past practice of the New York City Department of Finance to impose the assessment for spaces that are ineligible for 421-a Benefits solely on non-residential condominium units. However, Sponsor cannot guaranty that the Department of Finance will implement 421-a Benefits in this manner for the Units. In the event that the Department of Finance imposes an assessment for 421-a ineligible space on every Unit, and not only the Non-Residential Units, or certain Non-Residential Units, then the real estate taxes for each Unit, with 421-a Benefits, will be higher than indicated on **Schedule A**.

Sponsor represents that it will use reasonable efforts to obtain 421-a Benefits. Sponsor will keep all records required by HPD to obtain 421-a Benefits and will make said records available to HPD whenever reasonably requested to do so. Sponsor will make all 421-a Benefits documents available to the Condominium upon request, for inspection and copying for the duration of the 421-a Benefits.

Notwithstanding anything above or in the attached letter to the contrary, Sponsor makes no representation or warranty that the Building will receive Section 421-a Benefits, and no representation or warranty as to the date such 421-a Benefits will take effect if they are received. In the event that 421-a Benefits are not granted for any reason, then the real estate tax obligation for the Units will be based on the Units' assessed valuation, as determined by the New York City Department of Finance, multiplied by the then-applicable tax rate and, as a result, real estate taxes would be significantly higher than if the Section 421-a Benefits had been granted.

Effect of Expiration of 421-a Benefits on All Unit Owners

As 421-a Benefits, if granted, phase-out and expire, the Department of Finance will impose real estate taxes that are substantially higher than the estimated real estate taxes disclosed in **Schedule A** to the Plan. As of the Filing Date, it is not the policy of the Department of Finance to skew real estate taxes in favor of any Unit, and real estate taxes will not be subsidized by any other Unit Owner. Also, Purchasers are advised that the real estate taxes imposed by the Department of Finance during the 421-a Benefits phase-out period, and thereafter, will likely be higher than the projected real estate taxes without 421-a Benefits that are disclosed in the real estate tax analysis by Sponsor's real estate consultant, Israel Schechter, PLLC, which is located in Part II of this Plan. SPONSOR MAKES NO PROJECTION OR OTHER REPRESENTATION ABOUT THE REAL ESTATE TAXES THAT THE DEPARTMENT OF FINANCE WILL IMPOSE ON THE UNITS BEYOND THE FIRST YEAR OF CONDOMINIUM OPERATION.

Real Estate Tax Projections

Prospective Purchasers are advised to read the full text of the real estate tax analysis by Sponsor's real estate consultant, Israel Schechter, PLLC ("Schechter"), located at 570

Lexington Avenue New York, New York 10022, located in Part II of this Plan, for details about the projected real estate tax assessments, both with and without 421-a Benefits.

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

There is no assurance the taxing authority will allocate taxes based on relative apartment size, apartment height, and unit-specific features, as provided in the analysis by Schechter. It is therefore possible that owners of Units having the same percentage of Common Interest will pay different amounts of real estate taxes.

No representation or warranty can be made as to (a) whether there will be (i) a further increase in the actual valuation of the Property during the projected budget year or (ii) an increase in the assessed valuation of the Property by reason of the condominium conversion 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 the Property.

Purchasers should note that in the absence of the 421-a Benefits, if the assessed valuation of the Property for real estate tax purposes is increased at any time as result of improvements to the Property or for any other reason, then greater amounts of real estate taxes than is shown in the Schechter assessed valuation analysis may be due with respect to the Property.

Real estate taxes paid by Sponsor are one of the items to be adjusted between Sponsor and each Purchaser at the Closing of each Unit. In addition, at Closing, each Purchaser will be required to deposit with Sponsor a sum equal to the estimated real estate taxes attributable to his Unit for the period of six months following the next tax period. The Sponsor shall utilize such fund to pay the real estate taxes against the Property, until such time as each Unit is separately assessed. See the Section entitled "Unit Closing Costs and Adjustments" in Part I of this Plan for further discussion.

The By-Laws provide that the Board is entitled to execute and deliver documents necessary in connection with proceedings to obtain reduced real estate tax assessments with respect Unit Owners, for the benefit and on behalf of (i) all Unit Owners, or (ii) for individual Unit Owners, provided that each such Unit Owner indemnifies the Board from and against all claims, costs and expenses (including, without limitation, reasonable attorneys' fees) resulting from such proceedings.

Special Risk

Sponsor's offer of the 421-a Affordable Units to persons with a household income of not greater than 125% of AMI, as disclosed in this Plan, is predicated upon its assumption that its acquisition of the Land from the New York State Department of Economic Development will qualify as "substantial governmental assistance," as that term is defined in the 421-a Rules. In the event that such acquisition does not qualify as "substantial governmental assistance," Sponsor will either (i) pursue some other form of

substantial governmental assistance and (a) sell the 421-a Affordable Units to Eligible Purchasers with a household income of not greater than 125% of AMI, or (b) rent the 421-a Affordable Units to persons with an average household income of no more than ninety percent (90%) of AMI, or, (ii) not pursue some other form of substantial governmental assistance and either (a) offer the 421-a Affordable Units for sale to Eligible Purchasers whose annual household income is no greater than sixty percent (60%) of AMI or (b) rent the 421-a Affordable Units to persons with a household income of no more than sixty percent (60%) of AMI, or (iii) abandon the Section 421-a application as to the entire Property and either sell or rent the 421-a Affordable Units to ten (10) households with a household income of no more than 125% of AMI, in order to comply with the terms of the Deed. In the event that Sponsor determines to abandon the Section 421-a application, the real estate taxes that will be payable by all Unit Owners will be significantly higher than the real estate taxes that would have been payable with 421-a Benefits. Please see **Schedule A** in this Plan for disclosure of the estimated real estate taxes for each Unit with and without 421-a Benefits.

SEIDEN & SCHEIN, P.C.
ATTORNEYS AT LAW

JAY G. SEIDEN
ALVIN SCHEIN
ADAM A. LEVENSON
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OF COUNSEL:
DAVID F. YAHNER

Counsel's 421-a Real Estate Tax Benefits Opinion

February 13, 2015

Crescent 110 Equities LLC
c/o Artimus
316 West 118th Street
New York, NY 10026

Wells Fargo Bank, National Association
150 East 42nd Street, 37th Floor
New York, NY 10017
Attn: Benjamin Brandler

Re: 421-a Partial Tax Exemption ("421-a")
Premises: 2040 Frederick Douglass Boulevard
Block: 1826, Lot: Lot 1 (the "Site")
Manhattan, New York

Dear Sir or Madam:

I have been requested by our client, Crescent 110 Equities LLC (the "Owner"), to prepare a letter opining as to the eligibility of the above-captioned Site and the to-be-built approximately forty-nine (49) Class A residential condominium dwelling units along with one or more non-residential and community facility condominium units (together, the "Project") for Section 421-a partial real estate tax exemption benefits ("421-a benefits"). Owner has advised us that it purchased the Site from the New York City Economic Development Company ("EDC") through a below market rate sale. Should the New York City Department of Housing Preservation and Development ("HPD") determine that the below market rate sale from EDC is a subsidy that qualifies as substantial governmental assistance pursuant to a program for the development of affordable housing ("SGA"), or should Owner obtain grants or loans from a federal, state or local agency or instrumentality that qualify as SGA, Owner has advised us that approximately ten (10)

Class A condominium dwelling units (the "Affordable Units"), which will constitute at least 20% of all dwelling units in the Project, will be sold to individuals or families at or below one hundred twenty-five percent (125%) of Area Medium Income ("AMI"). Should HPD determine that the below market rate sale from EDC is not a subsidy that qualifies as SGA, and if Owner does not obtain grants or loans that qualify as SGA, Owner has advised us that the Affordable Units will be sold to individuals or families at or below sixty percent (60%) of AMI.

In order to opine as to the Project's eligibility for 421-a benefits, I have set forth the requirements of the program. The application of these requirements to the Site and Project are discussed below.

I. ELIGIBILITY REQUIREMENTS

To be eligible for Section 421-a benefits, the Project must comply with each of the eligibility requirements set forth in Section 421-a of the New York State Real Property Tax Law (the "Statute"); Chapter 6 of Title 28 of the Rules of the City of New York (the "Rules"); and New York City Administrative Code Sections 11-245 and 11-245.1 (the "Local Law").

The Statute was enacted with the specific intent of encouraging residential construction. The Statute does so by providing for partial real estate tax exemption on increases in assessed valuation of eligible property which result from the construction of new class "A" Multiple Dwellings, during the construction period and on a descending sliding scale for a period of either 10, 15, 20 or 25 years after completion of construction, provided the property was previously vacant, under-utilized, or improved with a non-conforming use on the Operative Date. "Operative Date" is defined as thirty-six (36) months prior to the commencement of construction. In accordance with Section 6-09 of the 421-a Rules, construction shall be deemed to have commenced on the date immediately following the issuance by the Department of Buildings ("DOB") of a building or alteration permit for a multiple dwelling (based upon architectural and structural plans approved by DOB) on which the excavation and the construction of initial footings and foundations commences in good faith as certified by an architect or professional engineer licensed in New York State, provided that the construction of such multiple dwelling has been completed without undue delay, as certified by such architect or professional engineer. Owner has represented that construction will commence prior to June 15, 2015, in the 2014/2015 tax year and, therefore, the Operative Date was in fiscal year 2011/2012.

A. Location

1. Geographic Exclusion Area

The Statute and Rules provide that a new multiple dwelling located within the geographic exclusion area, constructed with SGA, and containing not less than four (4) dwelling units may be eligible for 421-a benefits, provided that construction is commenced prior to June 15, 2015, and provided further that 20% of the units, if owned and operated as condominium units, at initial sale: (1) be affordable to households whose incomes do not exceed 125% of AMI adjusted for family

size, and (2) have sales prices that result in mortgage payments, including both principal and interest calculated at the prevailing rate and assuming that the mortgage constitutes 90% of the purchase price, and common charges or carrying charges, respectively, that collectively do not exceed 30% of 125% of AMI adjusted for family size (the "125% AMI Limit").

The Statute and Rules provide that a new multiple dwelling located within the geographic exclusion area, constructed without SGA, and containing not less than four (4) dwelling units may be eligible for 421-a benefits, provided that construction is commenced prior to June 15, 2015, and provided further that 20% of the units, if owned and operated as condominium units, at initial sale: (1) be affordable to households whose incomes do not exceed 60% of AMI adjusted for family size, and (2) have sales prices that result in mortgage payments, including both principal and interest calculated at the prevailing rate and assuming that the mortgage constitutes 90% of the purchase price, and common charges or carrying charges, respectively, that collectively do not exceed 30% of 60% of AMI adjusted for family size (the "60% AMI Limit").

The Project contains approximately 49 dwelling units, is located within the geographic exclusion area, and Owner has represented that construction will commence prior to June 15, 2015. Owner has represented that the Affordable Units will at initial sale comply with the 125% AMI Limit should the Project receive SGA or the 60% AMI Limit if the Project does not receive SGA or if HPD determines that the below market rate sale is not a subsidy that qualifies as SGA under the Statute, Rules and Local Law.

2. Public and Private Park Limitation

Paragraphs (5) and (6) of Section 6-02(c) of the Rules bar 421-a benefits for projects either situated on land mapped as a public park (with certain exceptions) or utilized for ten (10) or more consecutive years immediately prior to October 1, 1971 as a Private Park. The Site does not fall within the aforesaid categories.

B. Site Requirements

Section 6-02(f)(1) of the Rules states that for a project to be eligible for 421-a benefits "the land upon which an eligible project is located must have been vacant, predominantly vacant, under-utilized or improved with a non-conforming use on the Operative Date" (three years prior to the commencement of construction). As discussed previously, the Operative Date was in 2011/2012 tax year.

Tax Class 4, pursuant to New York State Real Property Tax Law Section 1802 is defined as "all other real property which is not class one, class two, or class three." Tax Classes 1 and 2 consist of all residential property, while Tax Class 3 consists of utility property. Therefore, Tax Class 4 consists of all commercial property and non-residential property.

Section 6-02(f)(3)(F)(a) of the Rules defines under-utilized land as land north of 110th Street that was improved with a non-residential building or buildings each of which contained "no

more than the permissible floor area ratio for non-residential buildings in the zoning district in question, and (2) (i) a floor area ratio which was seventy-five percent (75%) or less of the maximum floor area ratio for residential buildings in such zoning district."

According to records of the New York City Department of Finance ("DOF") (**Exhibit A**), on the 2011/2012 Operative Date, Lot 1 was improved with a Tax Class 4 (non-residential) building.

According to the attached letter of Daniel J. Kaplan of FXFOWLE Architects, LLP (the "Architect"), dated February 6, 2015 (**Exhibit B**), on the 2011/2012 Operative Date, Lot 1 was improved with a non-residential building containing a floor area ratio which was: (a) no more than the permissible floor area ratio for a non-residential building in such zoning district; and (b) 75% or less of the permissible floor area ratio for a residential building in such zoning district.

Therefore, assuming such letter is correct, on the 2011/2012 Operative Date, Block: 1826, Lot 1 qualifies as under-utilized under Section 6-02(f)(3)(F)(a) of the Rules.

C. Project Requirements

1. New Multiple Dwelling

Section 6-02(b) of the Rules provides that a project is eligible for 421-a benefits only if it is a "new multiple dwelling." Since the Owner has informed us that the Project will be built pursuant to a New Building permit and will contain 49 Class A dwelling units, based upon the definition of Multiple Dwelling in the RPTL, it is our opinion that the Project will constitute a new multiple dwelling.

2. Not Used as a Hotel or For Single Room Occupancy

Paragraphs (3) and (4) of Section 6-02(c) of the Rules deem any building or portion thereof which is used as a hotel or for single room occupancy ineligible for 421-a benefits. Owner has represented to us that no such use of the Project will occur.

3. Prevailing Wage Requirement

Subdivision (8) of the Statute requires that, for buildings containing fifty (50) or more dwelling units, all building service employees receive the applicable prevailing wage, as defined therein, for the duration of the benefit period, unless no less than fifty percent (50%) of the dwelling units within the building are affordable to individuals or families with a gross household income at or below 125% of area median income. Owner has represented that the Project will contain 49 dwelling units and therefore this requirement is not applicable.

D. Construction Requirements

1. Number of Rooms

Section 6-02(e)(2) of the Rules states that if a multiple dwelling contains more than 100 dwelling units, not less than 10% shall contain at least 4 ½ rooms and not less than 15% shall contain at least 3 ½ rooms. Owner has represented that the Project will contain approximately 49 Class A dwelling units and therefore this requirement is not applicable.

2. Class A Unit Replacement

Section 6-02(e)(3) of the Rules requires that a project with more than twenty (20) apartments contain at least five (5) apartments for each Class A apartment in existence during the 30 day period immediately preceding the Commencement of Construction. Because the Site contained no Class A apartments during the specified period as defined by HPD, this requirement is not applicable.

3. Energy Star Requirement

Section 6-05(d)(1)(viii) of the Rules requires that for 421-a application received on or after December 19, 2006, the applicant provide an affidavit certifying that certain household appliances installed or replaced in any dwelling unit within the multiple dwelling shall be certified as Energy Star or that applicable exceptions to the HPD's Energy Star requirement apply. Owner has represented to us that they will comply with this requirement.

4. Affordable Unit Requirements

Section 6-09(b)(3)(iii) of the 421-a Rules requires that the Affordable Units be marketed pursuant to a fair and open process in accordance with HPD's marketing guidelines and that residents of the Community District in which the Project is located be given priority for the purchase or rental of 50% of the Affordable Units. It also requires that the Affordable Units in the Project be subject to a to-be-executed and recorded 421-a Restrictive Declaration, the form of which would be issued by HPD when required. In addition, Section 6-08(g)(1)(ii) of the Rules requires that the Affordable Units meet one of the following requirements unless they are otherwise preempted by federal requirements: (a) have a comparable number of bedrooms as market rate units and a unit mix proportional to the market rate units, (b) at least 50% of the affordable units must have two or more bedrooms and no more than 50% of the remaining affordable units can be smaller than one bedroom, or (c) the floor area of affordable units must be no less than 20% of the total floor area of all dwelling units. Owner has represented to us that the Project will comply with the Marketing, Community District, and Restrictive Declaration requirements as above described, and Architect has indicated that the Project will comply with (b), above (**Exhibit C**).

E. Limitation on Other Real Estate Tax Benefits

Section 421-a(2)(c)(i) provides that a multiple dwelling shall be eligible for tax benefits pursuant to that section only if "exemption from taxes is not availed of concurrently under any other law." Owner has represented to us that the block and tax lot containing the Project will not receive real estate tax benefits under any other state or local law.

II. TIMING REQUIREMENTS

A. Project Commencement

The Statute and Rules require that construction of projects must be commenced prior to June 15, 2015 to qualify under the Statute, Rules and Local Law referred to in this Opinion. Owner has represented to us that the Project will comply with this requirement.

B. Project Completion

Subsection (b)(2)(iv) of the definition of "commence" contained in Section 6-09(a) of the Rules requires that construction be completed without "undue delay" which, for a project consisting of one multiple dwelling, means completion within thirty-six (36) months of the later occurring of: 1) initial installation of a new metal or concrete structure, 2) of the date of the issuance of a New Building permit (based on architectural and structural plans approved by the NYC Department of Buildings ("DOB")) or 3) December 28, 2007. In addition, paragraph (b)(iv)(3) of the definition of "commence" contained in Section 6-09 of the Rules indicates that projects that meet the "Affordability Requirement," as defined within Section 6-09 are deemed to have been completed without undue delay. Owner has represented to us that at least 20% of the Project's dwelling units, i.e. the Affordable Units, will comply with the applicable 125% AMI Limit or 60% AMI Limit, thereby meeting the Affordability Requirement. Accordingly, the Project will be deemed to have been completed without undue delay.

C. Application Timing

Section 6-05(b) and 6-05(d) of the Rules impose specific timing requirements for filing applications for Preliminary and Final Certificates of Eligibility. Owner has represented that the Project will comply with these requirements.

III. CONDOMINIUM/COOPERATIVE REQUIREMENT

1. Owner has indicated it intends that the building shall be exempted from the statutory obligation to register the dwelling units as rent-stabilized by reason of its condominium status.

2. In accordance with the New York State Department of Law, Real Estate Finance Bureau's memorandum dated June 24, 2014, if, prior to consummation of the offering, any of the Project's dwelling units are rented to any person other than an interim lessee, Owner is obligated

to abandon the offering plan in accordance with the provisions of 13 N.Y.C.R.R. §§ 20.1(1)(2) and 20.5(g). Owner has indicated that it will comply with such requirement.

3. Section 6-05(d)(1)(iii) of the Rules requires that if a project is to be owned as a cooperative or condominium, the applicant must provide a statement that if the prospective cooperative or condominium plan has not been declared effective for filing at a time fifteen months after the issuance of a final certificate of eligibility, such applicant will register these rental units with the New York State Division of Housing and Community Renewal within fifteen days after such fifteen month period, or if the building is not occupied, an affidavit stating that the applicant shall register all units as they become occupied. Owner has represented that it will comply with this requirement.

IV. MULTIPLE DWELLING REGISTRATION

Section 6-05(d)(1)(vii) of the Rules requires that the applicant submit proof that the multiple dwelling has been registered with HPD pursuant to article two of the Housing Maintenance Code. Owner has represented that it will comply with this requirement.

V. COMMUNITY BOARD NOTICE REQUIREMENTS

Section 6-03 of the Rules requires that a 421-a application for a project containing more than twenty (20) apartments be submitted to the community board in the district in which the project is located. Owner has represented that the Project will contain approximately 49 apartments and that it will comply with this requirement.

VI. DURATION OF 421-A BENEFITS

Section 6-02(d)(5) of the Rules states that a construction period exemption from any increase in the prior assessed valuation is available for up to three (3) years and a twenty (20) year post-construction exemption is available for new multiple dwellings located in the borough of Manhattan south of or adjacent to 110th Street, provided that construction commences prior to June 15, 2015, and further provided that no less than 20% of the project's dwelling units meet the 125% AMI Limit if constructed with SGA or the 60% AMI Limit if not constructed with SGA.

The Project is located in the Borough of Manhattan and Owner has indicated that at least 20% of the dwelling units in the Project will comply with the 125% AMI Limit if SGA is obtained or the 60% AMI Limit if SGA is not obtained. Should HPD determine that the Project is adjacent to 110th Street, the Project would be eligible for a 20-year post-construction exemption. Owner has advised us that it intends to subdivide Lot 1 by creating a sliver lot between the Project's construction site and 110th Street. In the event that HPD determines that the Project is located north of and not adjacent to 110th Street, the Project will be eligible for a 25-year post-construction exemption.

The schedule for the 20-year post-construction partial tax exemption is as follows:

Benefit Years	Percent of Exemption of Increases in Assessed Value
1 – 12	100%
13 – 14	80%
15 – 16	60%
17 – 18	40%
19 – 20	20%
21 and subsequent years	0%

VII. REDUCTION OF BENEFIT FOR EXCESS COMMERCIAL, COMMUNITY FACILITY OR ACCESSORY USE SPACE

Section 6-06(b) of the Rules provides for the tax exemption benefit granted by the Statute to be reduced if the floor area of the project's eligible commercial, community facility and accessory use space exceeds twelve percent (12%) of the aggregate floor area. The amount of space attributable to commercial, community facility and accessory use space in the Project will be determined in accordance with the Rules. Owner has indicated that the Project's commercial, community facility and accessory use space will be approximately 18.80% of the Project's aggregate floor area. As a result, the Project's exemption will be reduced by approximately 6.8%. As per the Department of Finance's past practice, this reduction in exemption has initially been imposed upon the assessed value of non-residential condominium tax lots.

VIII. COUNSEL'S OPINION

Based upon the information which the Owner and Architect have provided to us and the assumptions stated herein, we are of the opinion that the Project will be site eligible for a construction period partial tax exemption and a twenty (20) year post-construction partial tax exemption. Except as stated specifically herein, this letter is based solely upon the information which Owner and Architect have provided to us and the assumptions stated herein. We have not verified any of Owner's or Architect's statements or investigated the accuracy of our assumptions; however, we have no knowledge that any such statements or assumptions are incorrect. The Project must satisfy all requirements of the Statute, Rules and Local Law in order to be eligible for benefits and we cannot render a final opinion regarding eligibility until all documentation required for Certificates of Eligibility have been provided to us and reviewed, and we have no reason to believe such requirements shall not be satisfied. This letter relates only to the above-captioned Project and the specific facts, circumstances and documentation attached hereto which Owner and Architect has provided to us in connection therewith.

IX. LIMITATIONS

This is an opinion, not a guaranty, that the Project will qualify for the 421-a benefits pursuant to Section 421-a. No warranties are made that the laws, regulations and agency interpretations upon which this opinion is based will not be changed. In no event will we be liable

to any party if the Project fails to qualify for such real estate tax benefits for any reason beyond our control including, but not limited to, changes to Section 421-a or to the regulations issued, decisional law or New York State and City agency interpretations thereunder. This opinion is made only for the benefit of the addressees of this letter and their successors and/or assigns.

Very truly yours,
SEIDEN & SCHEIN, P.C.

By: _____
Jay G. Seiden

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EXHIBIT A

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FINAL ASSESSMENT ROLL 2011-2012 | City of New York

Taxable Status Date: January 5, 2011

EXPLANATION OF ASSESSMENT ROLL

View January 15, 2015 - Market Value History
View 2015 TENTATIVE ASSESSMENT ROLL
View 2014 FINAL ASSESSMENT ROLL
View May 25, 2014 - Market Value History
View 2014 TENTATIVE ASSESSMENT ROLL
View January 15, 2014 - Market Value History
View May 25, 2013 - Market Value History
View 2013 FINAL ASSESSMENT ROLL
View January 15, 2013 - Market Value History
View 2013 TENTATIVE ASSESSMENT ROLL
View 2012 FINAL ASSESSMENT ROLL
View May 25, 2012 - Market Value History
View 2012 TENTATIVE ASSESSMENT ROLL
View May 25, 2011 - Market Value History
View January 15, 2011 - Market Value History
View 2011 TENTATIVE ASSESSMENT ROLL
View 2010 FINAL ASSESSMENT ROLL
View May 25, 2010 - Market Value History
View 2010 TENTATIVE ASSESSMENT ROLL
View 2009 FINAL ASSESSMENT ROLL
View 2008 FINAL ASSESSMENT ROLL
View 2007 FINAL ASSESSMENT ROLL
View 2006 FINAL ASSESSMENT ROLL

Parcel Information

◀◀ Previous BBL Next BBL ▶▶

Owner Name:
110TH STREET SERVICESTATION INC.
Property Address and Zip Code:
2040 FRED DOUGLASS BOULE 10026
Real Estate Billing Name and Address:
110TH STREET SERVICESTATION INC.
2040 FREDERICK DOUGL
NEW YORK NY 10026

Borough: MANHATTAN
Block: 1826
Lot: 1
Tax Class: 4
Building Class: G4 Codes

Land Information

Lot Size	Irregular	Corner
160.34FT X 171.83FT	IRREG	NE

Building Information

Number of Buildings	Building Size	Extension	Stories
1	47.00FT X 59.00FT		1

Assessment Information

Description	Land	Total
ESTIMATED MARKET VALUE		2,022,000
ACTUAL AV	558,000	909,900
ACTUAL EX AV	0	306,900
TRANS AV	487,980	753,661
TRANS EX AV	0	220,680

Taxable/Billable Assessed Value

	Assessed Value
SUBJECT TO ADJUSTMENTS, YOUR 2011/12 TAXES WILL BE BASED ON	532,981

Exemption Information

#	Code	Description	Exempt Value
1	1986-01 (47660)	ICIP IND/SPECIAL EX	220,680

Property is assessed at the following uniform percentages of full market value, unless limited to a lesser amount by law:

Class 1 - 6% **Class 2 - 45%** **Class 3 - 45%** **Class 4 - 45%**

Statements List | Select a BBL | Logon to NYCProperty

EXHIBIT B

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FXFOWLE

FXFOWLE ARCHITECTS, LLP 22 WEST 19 STREET | NEW YORK, NY 10011, USA | T +1.212.627.1700 | WWW.FXFOWLE.COM

February 6, 2015

New York City Department of
Housing Preservation and Development
100 Gold Street
New York, NY 10038

Re: 2040 Frederick Douglass Boulevard
Manhattan, New York
Block: 1826, Lot: 1

Operative Date: Tax Year 2011/2012 (July 1, 2011—June 30, 2012)

Ladies and Gentlemen:
I hereby state, to the best of my knowledge, information, and belief:

1. I am the architect for the above-listed project

2. According to the survey of the Site by Montrose Surveying Co, LLP, dated April 7, 2014 (**Exhibit 1**), which confirms Certificate of Occupancy No. 59077 (**Exhibit 2**) on the Operative Date, Lot: 1 was improved with a 1 story building and had a floor area ratio ("FAR") of, at most 1.

3. According to the attached zoning map (**Exhibit 3**), on the Operative Date, Lot: 1 was located in a R8A zoning district with a C1-4 overlay on the first 100 feet from Frederick Douglass Boulevard.

4. According to Zoning Resolution section 24-11, (**Exhibit 4**) the maximum permissible FAR for a non-residential building in such zoning district on the Operative Date was 6.50.

5. According to Zoning Resolution section 23-145 (**Exhibit 5**), the maximum permissible FAR for a residential building located in such zoning district on the Operative Date was 6.02.

6. The FAR of the building on Lot: 1 on the Operative Date in paragraph 2, to wit, 1, is less than the maximum permissible FAR for non-residential buildings in such zoning district listed in paragraph 4, to wit, 6.50, and seventy-five percent (75%) or less of the maximum permissible FAR for residential buildings listed in paragraph 5, to wit, 6.02.

2/6/15
Date

Architect
[SEAL]

REGISTERED ARCHITECT
DANIEL J. KAPLAN
019581
STATE OF NEW YORK

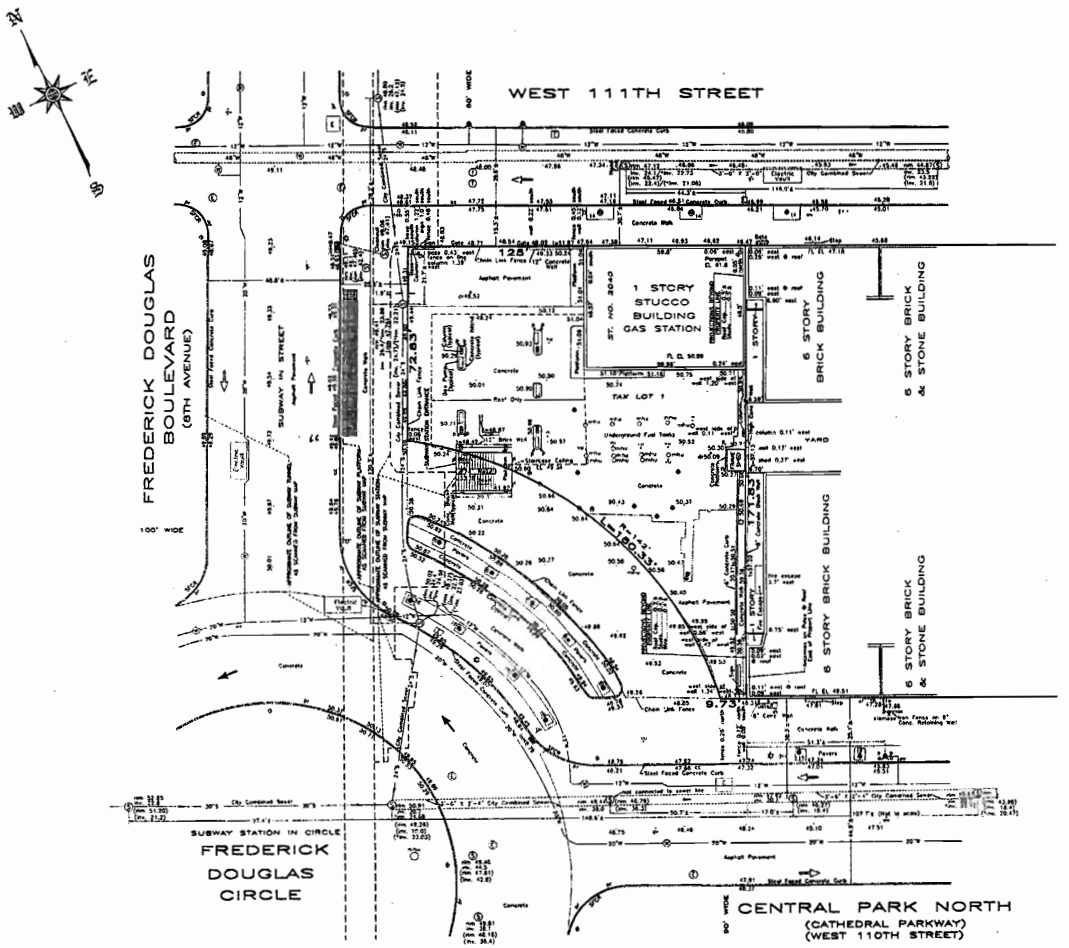
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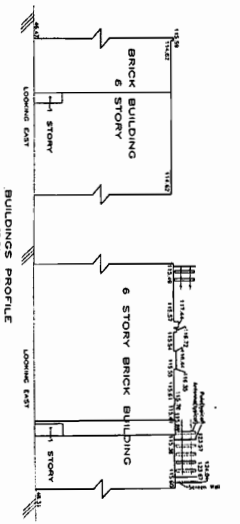
EXHIBIT 1

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SURVEY NO. 54982—1

54982—1.DWG
54982—1.CRD





LEGEND

ASPH.....ASPHALT
BK.....BRICK
BSMT.....BASEMENT
CC.....CURB CUT
CCR.....CONCRETE CURB ROUND
CO.....CLEAN OUT DOOR
CLF.....CHAIN LINK FENCE
CB.....CATCH BASIN (CLOSED CUT
CONC.....CONCRETE
CPF.....CHAIN ROPE FENCE
CWA.....CELLAR WINDOW AREA
DR.....DRAIN
EL.....ELEVATION
FAB.....FIRE ALARM BOX
FE.....FILL CAP
FL EL.....FLOOR ELEVATION
GP.....GUARD POLE
GV.....GAS VALVE
I.....IRON FENCE
HB.....CATCH BASIN INLET ELEVATION
INV.....SEWER INVERT ELEVATION
LP.....LIGHT POLE
MB.....MAIL BOX
MHC.....MANHOLE COVER
MW.....MONITORING WELL
OF.....OIL FILL
P.....POLE
PAVE.....PAVEMENT
PM.....PARKING METER
PMB/L.....POLE, MULTIPLE USAGE
SP.....SPRINKLER
TF.....TRAFFIC FLOW
PR.....PEDESTRIAN RAMP
RET.....RETAINING
RIM.....RIM ELEVATION SEWER MANHOLE
SFCR.....STEEL FACED CURB ROUND
STY.....STORY
TB.....TOP OF BANK ELEVATION
TL.....TRAFFIC LIGHT
TEL.....TELEPHONE
TP.....TREE PIT
TS.....TRAFFIC SIGN
TW.....ELEVATION AT TOP OF WALL
UP.....UTILITY POLE
VL.....VALVE UNKNOWN
VLTU.....VAULT UNKNOWN
WP.....HOSE PIPE
WV.....WATER VALVE
12"G.....GAS MAIN WITH SIZE
12"S.....SEWER MAIN WITH SIZE
12"W.....WATER MAIN WITH SIZE
.....CATCH BASIN
.....ELECTRIC MANHOLE / VAULT
.....FIRE MANHOLE
.....GAS MANHOLE
.....SEWER MANHOLE
.....TELEPHONE MANHOLE
.....WATER MANHOLE
.....TRAFFIC VAULT
.....HYDRANT
.....TREE WITH SIZE
11.0.....ESTABLISHED/LEGAL GRADE
(+or- 33.22) - ELEVATIONS IN MANHATTAN (or- 21.82) TOPOGRAPHICAL BUREAU DATUM

GENERAL NOTES

1. ELEVATIONS AND ESTABLISHED GRADES SHOWN HEREON REFER TO NAVD 1988 DATUM WHICH IS 1.82 FEET BELOW THE BOROUGH OF MANHATTAN TOPOGRAPHICAL BUREAU DATUM.
2. ESTABLISHED GRADES SHOWN HEREON REFER TO TOP OF CURB. IF ESTABLISHED GRADES VARY SUBSTANTIALLY FROM EXISTING CONDITIONS, CONTACT THE INSPECTOR DEPARTMENT BEFORE DESIGNING IMPROVEMENTS.
3. SIZES AND LOCATIONS OF WATER MAINS SHOWN HEREON AS SUPPLIED BY THE DEPARTMENT OF WATER SUPPLY, BOROUGH OF MANHATTAN. LOCATIONS OF WATER SUPPLY MANHOLES, HYDRANTS, AND WATER VALVES AS OBTAINED FROM FIELD MEASUREMENTS.
4. SIZES AND TYPES OF SEWERS SHOWN HEREON AS OBTAINED FROM THE BOROUGH OF MANHATTAN SEWER MAP RECORDS. SEWER MANHOLE RIM AND INVERT ELEVATIONS SHOWN HEREON OBTAINED BY FIELD MEASUREMENTS. ELEVATIONS PREFACED (*) WHICH DENOTES INVERT INACCESSIBLE OR NORMALLY NOT FOUND IN FIELD, INFORMATION SHOWN IN THIS MANNER IS AS OBTAINED FROM T.R. BOROUGH OF MANHATTAN SEWER DEPARTMENT RECORDS.
5. ELECTRIC AND GAS INFORMATION SHOWN HEREON AS SUPPLIED BY THE CONSOLIDATED EDISON COMPANY OF NEW YORK.
6. TELEPHONE INFORMATION SHOWN HEREON AS SUPPLIED BY THE EMPIRE CITY SUBWAY CO.
7. FIRE ALARM INFORMATION SHOWN HEREON AS SUPPLIED ON THE NEW YORK CITY FIRE DEPARTMENT.
8. CABLE TELEVISION INFORMATION SHOWN HEREON AS SUPPLIED BY THE TIME WARNER CABLE COMPANY OF NEW YORK.
9. LOCATIONS OF ALL UTILITIES AND SUBSTRUCTURES ARE APPROXIMATE ONLY. THE INFORMATION GIVEN ON THE SURVEY PERTAINING TO UTILITIES AND SUBSTRUCTURES IS NOT CERTIFIED AS TO ACCURACY OR COMPLETENESS. CONSULT WITH THE APPROPRIATE COMPANY OR AGENCY BEFORE DESIGNING IMPROVEMENTS.
10. THE OWNER, CONTRACTOR AND/OR HIS AGENTS MUST NOTIFY THE APPROPRIATE UTILITY COMPANIES AND/OR THEIR AGENTS AT LEAST 72 HOURS PRIOR TO CONSTRUCTION IN ACCORDANCE WITH 16 NYCRR 753 (OUC NO. 1).
11. NO SURVEY OF EXISTING STREAMS, CREEKS, DITCHES OR WATER COURSES ON/OR CROSSING PROPERTY SURVEYED.
12. UTILITY INFORMATION NOT FINAL
13. NOT ALL SUBSURFACE INFORMATION PLOTTED.

SPECIAL NOTE

LEGAL GRADES EQUAL TO EXISTING TOP OF CURB ELEVATIONS

FLOOD HAZARD NOTE

THE PARCEL SURVEYED IS COMPRISED OF AREAS DESIGNATED AS ZONE X (LESS THAN 0.2% CHANCE OF FLOODING) FEDERAL EMERGENCY MANAGEMENT AGENCY NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 360497 0087 F EFFECTIVE DATE SEPTEMBER 5, 2007

PRELIMINARY FLOOD HAZARD NOTE

THE PARCEL SURVEYED IS COMPRISED OF AREAS DESIGNATED AS ZONE X (LESS THAN 0.2% CHANCE OF FLOODING) FEDERAL EMERGENCY MANAGEMENT AGENCY NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 360497 0087 G PRELIMINARY DATE DECEMBER 9, 2013

MANHATTAN TOPO BUREAU DATUM
MEAN SEA LEVEL 2.02 (NGVD 1988)
MEAN SEA LEVEL 0.00 (NAVD1929)
1.82
2.02

NAVD 1988 DATUM IS 1.82 FEET BELOW THE MANHATTAN TOPO BUREAU DATUM

PARCEL AREA = 13,804 SQ. FT. OR 0.31001 ACRE

DRAWN: AD

REV	DATE	DESCRIPTION	CK
	02-01-14	ARCHITECTURAL SURVEY (IN HAND 88 DATUM)	
A	04-07-14	SUBWAY ENTRANCE LOCATED	

ESTABLISHED 1876 * SUCCESSOR TO:

MONTROSE
SURVEYING CO., LLP.
CITY & LAND SURVEYORS

CITY OF NEW YORK
COUNTY NEW YORK
TAX BLOCK 1826
TAX LOT 1
SCALE: 1" = 20'

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EXHIBIT 2

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Form 54-155M-705777(60) 114

DEPARTMENT OF BUILDINGS

BOROUGH OF MANHATTAN, THE CITY OF NEW YORK

No. 59077

Date January 30, 1964

CERTIFICATE OF OCCUPANCY

(Standard form adopted by the Board of Standards and Appeals and issued pursuant to Section 646 of the New York Charter, and Sections C26-181.0 to C26-187.0 inclusive Administrative Code 2.1.3.1. to 2.1.3.7. Building Code.)

This certificate supersedes C. O. No. 19863

To the owner or owners of the building or premises:

THIS CERTIFIES that the new—~~altered~~—~~existing~~—building—premises located at 2040-46 Eighth Avenue; 244-52 West 111th Street 2042 Frederick Douglas Circle Block 1826 Lot 1

, conforms substantially to the approved plans and specifications, and to the requirements of the building code and all other laws and ordinances, and of the rules and regulations of the Board of Standards and Appeals, applicable to a building of its class and kind at the time the permit was issued; and

CERTIFIES FURTHER that, any provisions of Section 646F of the New York Charter have been complied with as certified by a report of the Fire Commissioner to the Borough Superintendent.

N.B. or Alt. No.— 205-1959 Construction classification— Class 3 Nonfireproof

Occupancy classification—Commercial Bldg. . Height One stories, 13'-10" feet.

Date of completion— October 17, 1963 . Located in Residence & Retail Use District.

B Area 1 1/2 . Height Zone at time of issuance of permit 2283-1963; 263-1963.

This certificate is issued subject to the limitations hereinafter specified and to the following resolutions of the Board of Standards and Appeals: (Calendar numbers to be inserted here)

Cal.# 281-60-BZ

PERMISSIBLE USE AND OCCUPANCY

STORY	LIVE LOADS Lbs. per Sq. Ft.	PERSONS ACCOMMODATED MALE	FEMALE	TOTAL	USE
1st Story	On ground	4	0	4	Gasoline service station, lubritorium, minor auto repairs, car washing, utility room, parking and storage of vehicles.
				NOTE:	Signs shall be limited to those shown on drawings approved with this resolution.
					Gasoline Tank installation approved by Fire Department August 8, 1963.

Sec. 6.1.2.3 sub-4 Building Code, C.26-273.0 Adm. Code

Prior to the occupancy of a structure erected or altered after January 1, 1938, the authorized occupancy of each floor of said structure as stated in the certificate of occupancy shall be permanently posted under glass and maintained in the main entrance hall of such structures."

Thomas V. Ballotta
Borough Superintendent

CERTIFICATE WILL BE NULL AND VOID IF ALTERED IN ANY MANNER OR ADDITIONS ARE MADE THERETO.

(Page 1)

NO CHANGES OF USE OR OCCUPANCY NOT CONSISTENT WITH THIS CERTIFICATE SHALL BE MADE UNLESS FIRST APPROVED BY THE BOROUGH SUPERINTENDENT

Unless an approval for the same has been obtained from the Borough Superintendent, no change or rearrangement in the structural parts of the building, or affecting the light and ventilation of any part thereof, or in the exit facilities, shall be made; no enlargement, whether by extending on any side or by increasing in height shall be made; nor shall the building be moved from one location or position to another; nor shall there be any reduction or diminution of the area of the lot or plot on which the building is located.

The building or any part thereof shall not be used for any purpose other than that for which it is certified.

The superimposed, uniformly distributed loads, or concentrated loads producing the same stresses in the construction in any story shall not exceed the live loads specified on reverse side; the number of persons of either sex in any story shall not exceed that specified when sex is indicated, nor shall the aggregate number of persons in any story exceed the specified total; and the use to which any story may be put shall be restricted to that fixed by this certificate except as specifically stated.

This certificate does not in any way relieve the owner or owners or any other person or persons in possession or control of the building, or any part thereof from obtaining such other permits, licenses or approvals as may be prescribed by law for the uses or purposes for which the building is designed or intended; nor from obtaining the special certificates required for the use and operation of elevators; nor from the installation of fire alarm systems where required by law; nor from complying with any lawful order for additional fire extinguishing appliances under the discretionary powers of the fire commissioner; nor from complying with any lawful order issued with the object of maintaining the building in a safe or lawful condition; nor from complying with any authorized direction to remove encroachments into a public highway or other public place, whether attached to or part of the building or not.

If this certificate is marked "Temporary", it is applicable only to those parts of the building indicated on its face, and certifies to the legal use and occupancy of only such parts of the building; it is subject to all the provisions and conditions applying to a final or permanent certificate; it is not applicable to any building under the jurisdiction of the Housing Division unless it is also approved and endorsed by them, and it must be replaced by a full certificate at the date of expiration.

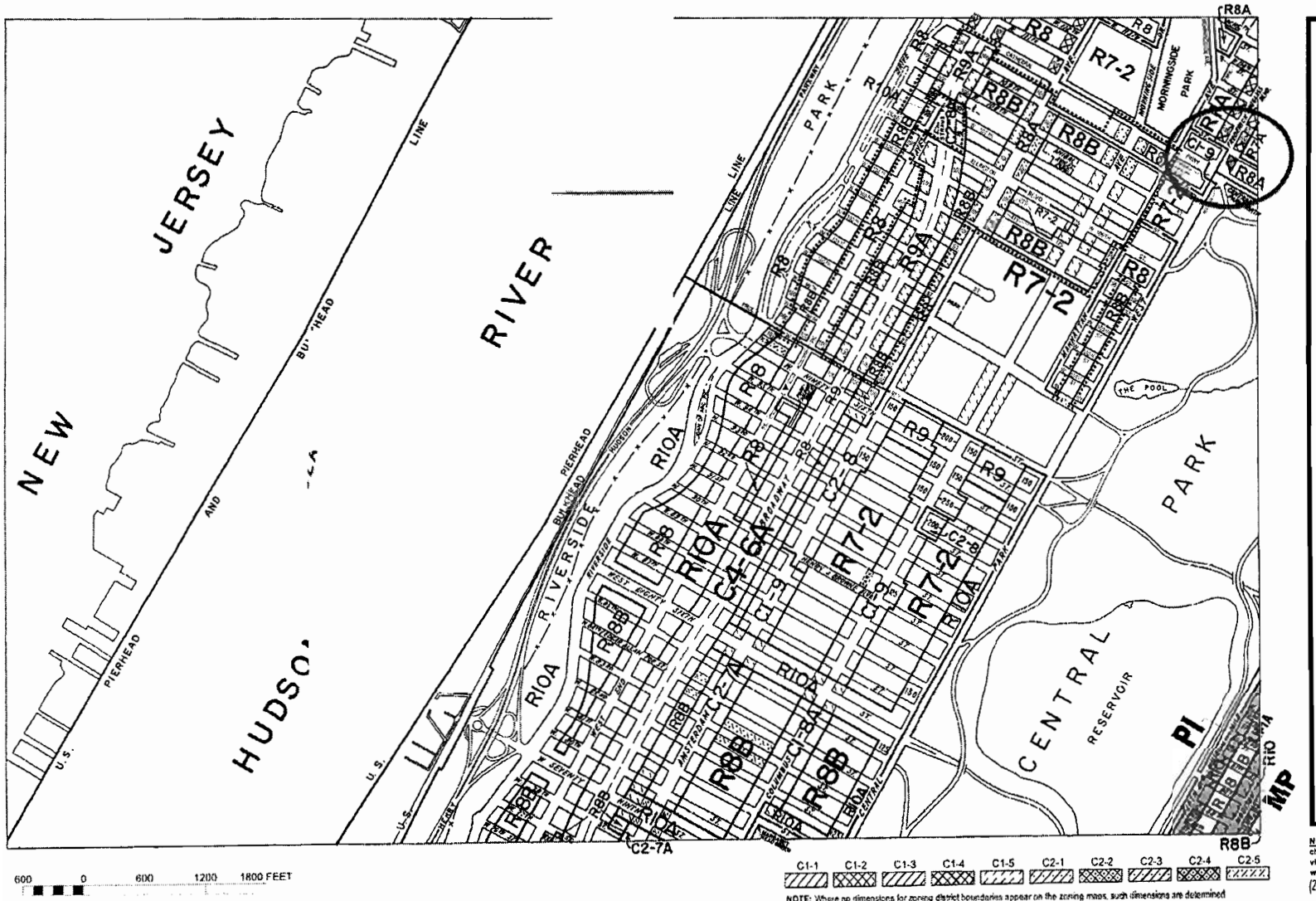
If this certificate is for an existing building, erected prior to March 14, 1916, it has been duly inspected and it has been found to have been occupied or arranged to be occupied prior to March 14, 1916, as noted on the reverse side, and that on information and belief, since that date there has been no alteration or conversion to a use that changed its classification as defined in the Building Code, or that would necessitate compliance with some special requirement or with the State Labor Law or any other law or ordinance; that there are no notices of violations or orders pending in the Department of Buildings at this time; that Section 646F of the New York City Charter has been complied with as certified by a report of the Fire Commissioner to the Borough Superintendent, and that, so long as the building is not altered, except by permission of the Borough Superintendent, the existing use and occupancy may be continued.

"§ 646 F. No certificate of occupancy shall be issued for any building, structure, enclosure, place or premises wherein containers for combustibles, chemicals, explosives, inflammables and other dangerous substances, articles, compounds or mixtures are stored, or wherein automatic or other fire alarm systems or fire extinguishing equipment are required by law to be or are installed, until the fire commissioner has tested and inspected and has certified his approval in writing of the installation of such containers, systems or equipment to the Borough Superintendent of the borough in which the installation has been made. Such approval shall be recorded on the certificate of occupancy."

Additional copies of this certificate will be furnished to persons having an interest in the building or premises, upon payment of a fee of fifty cents per copy.

EXHIBIT 3

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NOTE: Where no dimensions for zoning district boundaries appear on the zoning maps, such dimensions are determined in Article VII, Chapter 8 (Location of District Boundaries) of the Zoning Resolution.

ZONING MAP

THE NEW YORK CITY PLANNING COMMISSION

Major Zoning Classifications:

The number(s) and/or letter(s) that follows an R, C or M District designation indicates use, bulk and other controls as described in the text of the Zoning Resolution.

R – RESIDENTIAL DISTRICT

C – COMMERCIAL DISTRICT

M – MANUFACTURING DISTRICT

SPECIAL PURPOSE DISTRICT
The letter(s) within the shaded area designates the special purpose district as described in the text of the Zoning Resolution.

AREA(S) REZONED

Effective Date(s) of Rezoning:

09-25-2007 C 070427 ZMM

Special Requirements:

For a list of lots subject to CEQR environmental requirements, see APPENDIX C.

For a list of lots subject to "D" restrictive declarations, see APPENDIX D.

For Inclusionary Housing designated areas on this map, see APPENDIX F.

CITY MAP CHANGE(S):

▲ 03-10-2012 C 100122 MMM

N

MAP KEY

	5c	6a
	5d	6b
8a	8c	9a

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ZONING MAP **5d**

NOTE: Zoning information as shown on this map is subject to change. For the most up-to-date zoning information for this map, visit the Zoning section of the Department of City Planning website: www.nyc.gov/planning or contact the Zoning Information Desk at (212) 720-3291.

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EXHIBIT 4

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application within 60 days of the completion of the Community Board review period.

(2/2/11)

24-05
Street Tree Planting

R1 R2 R3 R4 R5 R6 R7 R8 R9 R10

In all districts, as indicated, #developments#, or #enlargements# that increase the #floor area# on a #zoning lot# by 20 percent or more, shall provide #street# trees in accordance with Section 26-41 (Street Tree Planting).

(2/2/11)

24-06
Planting Strips

R1 R2 R3 R4 R5

In the districts indicated, #developments#, or #enlargements# that increase the #floor area# on a #zoning lot# by 20 percent or more, shall provide and maintain a planting strip in accordance with Section 26-42.

(12/15/61)

24-10
FLOOR AREA AND LOT COVERAGE REGULATIONS

(2/2/11)

24-11
Maximum Floor Area Ratio and Percentage of Lot Coverage

R1 R2 R3 R4 R5 R6 R7 R8 R9 R10

In all districts, as indicated, for any #zoning lot#, the maximum #floor area ratio# and maximum percent of #lot coverage# for a

#community facility use# shall not exceed the #floor area ratio# and #lot coverage# set forth in the table in this Section, except as otherwise provided in the following Sections:

Section 24-13 (Floor Area Bonus for Deep Front and Wide Side Yards)

Section 24-14 (Floor Area Bonus for a Public Plaza)

Section 24-15 (Floor Area Bonus for Arcades)

Section 24-17 (Special Provisions for Zoning Lots Divided by District Boundaries).

Any given #lot area# shall be counted only once in determining the #floor area ratio#.

Notwithstanding any other provision of this Resolution, the maximum #floor area ratio# in an R9 or R10 District shall not exceed 12.0.

In R9A, R9D, R9X, R10A and R10X Districts, the bonus provisions of Sections 24-14 (Floor Area Bonus for a Public Plaza) and 24-15 (Floor Area Bonus for Arcades) shall not apply and the maximum #floor area ratio# shall not exceed that set forth in the following table:

MAXIMUM FLOOR AREA AND MAXIMUM LOT COVERAGE
#Lot coverage# (percent of #lot area#)

#Floor Area Ratio#	#Corner Lot#	#Interior Lot# or #Through Lot#	District
1.00	60	55	R1
1.00	60	55	R2
1.00	60	55	R3
2.00	60	55	R4
2.00	60	55	R5 R5A R5B
4.80	70	65	R6
3.00	80	60	R6A
2.00	80	60	R5D R6B
4.80	70	65	R7-1
6.50	70	65	R7-2
4.00	80	65	R7A

3.00	80	65	R7B
4.20	80	65	R7D
5.00	80	70	R7X
6.50	75	65	R8
6.50	80	70	R8A
4.00	80	70	R8B*
6.00	80	70	R8X
10.00	75	65	R9
7.50	80	70	R9A
9.00	80	70	R9D
9.00	80	70	R9X
10.00	75	65	R10
10.00	100	70	R10A R10X

* In R8B Districts, within the boundaries of Community Board 8 in the Borough of Manhattan, the maximum #floor area ratio# on a #zoning lot# containing #community facility uses# exclusively shall not exceed 5.10

However, the #floor area ratios# listed in this table shall not apply to #community facility uses# that are subject to the provisions of Section 24-111 (Bulk regulations for certain community facility uses).

Within the boundaries of Community District 7 in the Borough of Manhattan, all #zoning lots# in R10 Districts, except R10A or R10X Districts, shall be limited to a maximum #floor area ratio# of 10.0.

In R9 or R10 Districts, the bonus provisions of Sections 24-14 (Floor Area Bonus for a Public Plaza) or 24-15 (Floor Area Bonus for Arcades) shall apply only to a #development# or #enlargement# with 25 percent or less of the total #floor area# of the #building# in #residential use#.

(2/2/11)

24-111
Maximum floor area ratio for certain community facility uses

R1 R2

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EXHIBIT 5

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in Inclusionary Housing designated areas). The locations of such areas are specified in APPENDIX F (Inclusionary Housing Designated Areas) of this Resolution.

Community District	Zoning District
Bronx Community District 1	R6A R7-2 R7A R7X R8A
Bronx Community District 3	R6A R7A R7X R8X
Bronx Community District 4	R8A R9D
Bronx Community District 6	R8X
Bronx Community District 7	R7D
Brooklyn Community District 1	R6 R6A R6B R7A R7-3
Brooklyn Community District 2	R7A R8A R9A
Brooklyn Community District 3	R7A R7D
Brooklyn Community District 6	R7-2
Brooklyn Community District 7	R7A R8A
Brooklyn Community District 14	R7A
Manhattan Community District 3	R7A R8A R9A
Manhattan Community District 6	R10
Manhattan Community District 7	R9A R10
Manhattan Community District 9	R7D R9X
Queens Community District 1	R7A
Queens Community District 2	R7A R7X

(2/2/11)

23-145
For Quality Housing buildings

R6 R7 R8 R9 R10

In the districts indicated, the maximum #residential lot coverage# and the maximum #floor area ratio# for a #zoning lot# where #Quality Housing buildings# are #developed# or #enlarged# shall be as set forth in the following table. The maximums for #zoning lots#, or portions thereof, located within 100 feet of a #wide street# in R6, R7 or R8 Districts without a letter suffix outside the #Manhattan Core#, shall be as designated by the same district with an asterisk. In an R6 District inside the #Manhattan Core# located within 100 feet of a #wide street#, the maximums shall be indicated by the same district with a double asterisk.

MAXIMUM LOT COVERAGE AND FLOOR AREA RATIO
FOR
QUALITY HOUSING BUILDINGS
(in percent)

District	Maximum #Lot Coverage#		Maximum #Floor Area Ratio#
	#Corner Lot#	#Interior Lot# or #Through Lot#	
R6	80	60	2.20
R6**	80	60	2.43
R6* R6A R7B	80	65	3.00
R6B	80	60	2.00
R7	80	65	3.44
R7* R7A	80	65	4.00
R7D	80	65	4.20
R7X	80	70	5.00
R8 R8A R8X	80	70	6.02
R8*	80	70	7.20
R8B	80	70	4.00
R9 R9A	80	70	7.52
R9D R9X	80	70	9.00
R10	100	70	10.00

(2/2/11)

23-146
Optional provisions for certain R5 and R6 Districts in Brooklyn

R5 R6

Within the area bounded by 39th Street, Dahill Road, Ditmas Avenue, McDonald Avenue, Bay Parkway, 61st Street and Fort Hamilton Parkway in Community Board 12, in the Borough of Brooklyn, special optional regulations as set forth in this Section are applicable for #zoning lots# containing #buildings# used exclusively as one-, #two-# or three-#family residences#, provided such #zoning lot# complies with all of the provisions of this Section. Except as modified by the express provisions of this Section, the regulations of R5 and R6 Districts remain in effect.

EXHIBIT C

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Architect's Certification

I, ___Dan Kaplan_, certify that I am a Registered Architect licensed to practice by and in good standing with New York State. As such, I hereby state, to the best of my knowledge, information, and belief, the matters set forth below in connection with the below pending application (the "Application") for 421-a Partial Tax Exemption:

2040 Frederick Douglass Boulevard_ (the "Premises" and the "Project")
Borough: __Manhattan_____, **Block:** _____1826_____, **Lot(s):** _____1_____

1. I am a partner at _FXFOWLE Architects, LLP_, the architect of record for the Project, and as such I am familiar with the facts and circumstances herein.

2. I am over 18 years of age and I maintain an office at 22 West 19th Street New York, NY 10011.

3. Based on the most recent architectural plans dated ____02.02.2015_____ (the "Plans"), the Project will consist of __forty-nine_ (_49_) Class A dwelling units, of which _ten__ (10__) will be 421-a affordable units (the "Affordable Units") and _thirty-nine__ (_39_) will be market rate units (the "Market Rate Units").

4. In order for the Project to qualify for 421-a benefits despite its location in the 421-a Geographic Exclusion Area, the Project must meet one of the following three (3) Affordable Unit construction tests:

   A. All Affordable Units must have a comparable number of bedrooms and a unit mix proportional to the Market Rate Units;

   B. At least 50% of the Affordable Units must have two or more bedrooms and not more than 50% of the remaining Affordable Units can be smaller than one bedroom; or

   C. The floor area of the Affordable Units must be no less than 20% of the total floor area of all dwelling units.

5. Based on the Plans and the definition of Room Count contained in 28 RCNY § 6-01(c)[1], the Project contains the following proportion of Affordable Units and Market Rate Units.

Affordable Units	# Units	%
studio	2	20
1 BR	3	30
2 BR	5	50
3 BR	0	0
4BR	0	0
5BR	0	0
Total	10	100%

Market Rate Units	# Units	%
studio	0	0
1 BR	6	15
2 BR	5	13
3 BR	16	41
4 BR	10	26
5 BR	2	5
Total	39	100%

6. Based on the Plans and the definition of Room Count, the Project contains the following unit breakdown.

Affordable Units	# Units	%
studio	2	20
1 BR	3	30
2 BR +	5	50
Total	10	100%

7. Based on the Plans and the definition of Net Square Feet contained in the 421-a Frequently Asked Questions dated June 17, 2004, to wit, "the horizontal occupiable areas within the dwelling unit from the interior face of the exterior walls to the centerline of all apartment unit demising walls," the Affordable Units make up the following percentage of the total net square footage of the Project.

Affordable Units Net SF	Total Net SF	Affordable Units Net SF / Total Net SF
6,835	63,712	10.7%

8. Based on the above calculations, the Project meets Affordable Unit construction test(s) B.

9. I have read this statement and it is true and correct to the best of my knowledge, information, and belief.

2/6/15
Date

REGISTERED ARCHITECT
DANIEL J. KAPLAN
Architect
019581
SEAL
STATE OF NEW YORK

[i] "'Room Count' shall be calculated in the following manner: Each dwelling unit with at least one room which either (i) contains no cooking facilities and measures at least one hundred and fifty (150) square feet, or (ii) contains cooking facilities and measures at least two hundred and thirty (230) square feet, shall count as two and one-half rooms. Every other room in the dwelling unit separated by either walls or doors, including bedrooms, shall count as an additional room, plus one-half room for a balcony, provided, however, that kitchens, cooking facilities, bathrooms or corridors shall not count as an additional room. To be included in the calculation of 'room count,' a room must meet the requirements of habitability as provided in Administrative Code §§ 27-746 and 27-751."

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

A Unit Owner will own his or her Unit and its appurtenant Common Elements in fee simple absolute and each Unit will be a separate tax lot for purposes of New York City real estate taxes and assessments. Since each Unit Owner owns his or her Unit in fee simple absolute, he or she may mortgage his or her Unit and become individually liable for the payment of the principal and any finance charges or interest on such mortgage indebtedness.

As fully set forth in the tax opinion of Seiden & Schein, P.C. counsel to the Sponsor, found in Part I of this Plan (the "Tax Opinion"), under present law, a Unit Owner will, for Federal income tax purposes, be entitled to a deduction for mortgage interest and real estate taxes in the year paid or accrued under Sections 163 and 164.* These deductions are subject, however, to certain exceptions and limitations that are more particularly discussed in the Tax Opinion. These deductions may also affect an individual Unit Owner's liability for the alternative minimum Federal income tax. Each individual Unit Owner will, for New York State and New York City income tax purposes, be entitled to similar deductions for the mortgage interest and real estate taxes paid or accrued during the taxable year. Such deductions may also affect his or her New York City minimum tax liability.

Once the Building is converted to condominium ownership, the affairs of the Condominium will be governed by a Condominium Board. Common Charges will be borne by all Unit Owners and assessed and collected by the Condominium Board. Under present law, the exact tax status of the Condominium Board is uncertain and no opinion has been rendered with respect to it. The Federal income tax consequences to the Condominium Board with respect to the receipt of the Common Charges and of the expenditure of Condominium funds will depend on whether the Condominium Board:

(i) is treated as a conduit,

(ii) qualifies and elects to be taxed under Section 528, or

(iii) is treated as a corporation.

If the Condominium Board is treated as a conduit, it will not be subject to tax. Rather, items of income, expenses, credits and deductions will be attributed to each Unit Owner in proportion to his Common Charges. Thus, for example, interest earned on funds reported by the Condominium Board would be taxed to the Unit Owners. There appear to be no judicial precedents directly supporting such treatment, and the position of the Internal Revenue Service (the "Service"), which is described more fully below,

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* All section references are to the Internal Revenue Code of 1986 (the "Code") unless otherwise indicated.

appears to be that a condominium management association is an association taxable as a corporation.

If it satisfies the requirements of Section 528, the Condominium Board may elect to be exempt from Federal income tax on the Common Charges. Generally, those requirements are:

(i) The condominium management association must be organized and operated solely to provide for the acquisition, construction, management, maintenance, and care of association property;

(ii) Sixty percent (60%) or more of the gross income of the condominium management association must consist of assessments from residential unit owners ("Exempt Function Income");

(iii) Ninety percent (90%) of the expenditures of the condominium management association must be for the acquisition, construction, management, maintenance, and care of the condominium management association's property;

(iv) No part of the net earnings can inure to the benefit of private individuals other than by the acquisition, construction, management, or maintenance of the condominium management association's property or by rebates of excess assessments; and

(v) Substantially all of the units must be used as residences.

Under the Treasury regulations issued pursuant to Section 528, a condominium management association must qualify annually for the election under Section 528, and additionally, it must make a separate election for each taxable year. Accordingly, the ability of the Condominium Board to elect the benefits of Section 528 will depend on the particular facts and circumstances prevailing in the taxable year at issue. The aforementioned requirements will not be met for a Section 528 election for the first year of operation.

A condominium management association meeting the requirements of Section 528 and electing to be exempt from Federal income tax on Exempt Function Income would be taxable at a rate of 30% on the amount by which its other income exceeds the amount of allowable deductions that are directly connected with the production of such income. Such an association, however, would not be allowed certain deductions that are available to corporations that are not taxable under Section 528.

If the Condominium Board either cannot qualify or chooses not to elect the benefits of Section 528, certain published rulings of the Service implicitly state that a condominium management association will be treated as an association taxable as a corporation. Consequently, unless a valid election pursuant to Section 528 has been made, it appears that the Condominium Board would be taxable on that portion of the Common Charges which exceeds the deductible expenses paid or incurred by the

Condominium Board for the operation of the Condominium property. The Condominium would also be taxable on income derived from the interim investment of the Common Charges, on income from nonresidential leases of Common Elements, and on income from the operation of facilities that are available to outsiders, net of deductible expenses related to the production of such income.

If the Condominium is treated as a corporation for Federal income tax purposes, the Condominium Board might still contend that a portion of the Common Charges that it receives should not be included in its gross income. For example, published rulings of the Service indicate that assessments collected by a condominium management association and expressly designated for use for specified capital improvements that are owned in common, and which are not commingled with funds collected for operating expenses or as contingency reserves, should not be included in the gross income of a condominium management association. No part of such an assessment may, however, be expended by the condominium management association for the benefit of an individual owner.

In addition, in connection with assessments for ordinary operating expenses, such as the Common Charges, a condominium management association may not have any taxable income if the expenses of the condominium management association with respect to managing, operating, and replacing the common elements of the Condominium either equal the assessment or any excess amount is annually returned to unit owners or applied to the next year's assessment. Based on the facts in existence at the present time, it appears that the Condominium Board is unlikely to have a substantial amount of income other than the Common Charges.

If Section 528 is not applicable, moreover, the Service has noted that a condominium management association may be eligible for the tax treatment afforded to certain cooperatives under Subchapter T of the Code. However, there is very little guidance with respect to the applicability of these provisions to an association managing residential condominium units since generally only farming cooperatives avail themselves of these provisions.

If the Condominium Board makes additional assessments to cover the amounts of any Federal, New York State, or New York City tax liability incurred, such additional assessments may also be taxable to the Condominium.

The foregoing summary is for informational purposes only and Sponsor's counsel expresses no opinion with respect to the likelihood of which method of taxation will be applied to the Condominium.

IRS Circular 230 Disclosure: In May 2005 the U.S. Treasury Department amended the regulations known as "Circular 230," which, among other things, set forth rules and standards with respect to the rendering of Federal tax advice. In general, the amended rules require such Federal tax advice to include a certain level of detail and discussion and to satisfy certain other requirements, unless the advice meets certain exceptions or is accompanied by a disclosure of certain limitations of the advice. In compliance with

Circular 230, the following disclosure sets forth these limitations. Specifically, taxpayers are hereby informed that (i) this Offering Plan was not intended or written to be used, and it cannot be used, by any taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer by the IRS; (ii) this Offering Plan was written to support the promotion or marketing of the transactions(s) or matter(s) addressed in this Offering Plan; (iii) the taxpayer should seek advice based on taxpayer's particular circumstances from an independent tax adviser.

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COUNSEL'S TAX OPINION LETTER

February 17, 2015

Crescent 110 Equities LLC
316 West 118th Street
New York, New York 10026

RE: Offering Plan ("the Plan") for the Conversion to Condominium Ownership of 2040 Frederick Douglass Boulevard, New York, New York

Gentlemen:

You have requested our opinion concerning (i) the availability of certain deductions for Federal, New York State and New York City income tax purposes (but not for purposes of the New York City earnings tax on nonresidents) to persons who purchase Units for private residential use ("Unit Owners") under the Plan and (ii) the proper treatment by the Condominium Board for such income tax purposes of the Common Charges paid or borne by all Unit Owners. Except where otherwise indicated herein, the terms used in this opinion have the same meanings as in the Plan.

In this connection, we have reviewed the Plan, relevant sections of the Internal Revenue Code of 1986 ("Code"), the New York State Tax Law, the New York City Administrative Code, the Regulations promulgated thereunder and such other materials as we deemed relevant, and we have assumed that the first closing under the Plan will occur in 2018.

I. Deductions for Mortgage Interest and Real Estate Taxes

A Unit Owner will own his Unit and its Appurtenant Interest in the Common Elements in fee simple absolute. Accordingly, each Unit will be taxed as a separate tax lot for real estate tax purposes and the Unit Owner will be individually liable for the payment of such real estate taxes. A Unit Owner, per terms of the Offering Plan, may also mortgage such Unit(s) and become individually liable for the payment of any finance charges or interest on such mortgage indebtedness.

In our opinion, a non-corporate Unit Owner who itemizes his deductions will be entitled to a deduction in computing his taxable income for Federal income tax purposes for bona fide mortgage interest incurred with respect to his Unit in the year paid or accrued provided that, up to the aggregate amount of $1,000,000.00 for all qualifying mortgages on all qualifying Units, A) the mortgage does not exceed the lesser of (i) the Owner's original basis in his Unit plus the cost of improvements, if any, or (ii) the fair market value of the Unit and B) his Unit is a "qualified residence." A Unit will be a "qualified residence" if it is either (i) the Owner's "principal residence" as that term is defined by Section 1034 or (ii) a residence as defined by Section 280A(d)(1) and the Owner selects it as a qualified residence. Thus, a single taxpayer or a married couple filing a joint return may have two, and only two, qualified residences. In the case of a married couple filing separate returns, each taxpayer may take into account a single "qualified residence," unless by written agreement they consent to one of them taking into account a principal residence and one other residence. Under Section 461(g) of the Code, no deduction will be allowed to a cash basis taxpayer in the year of payment for prepaid interest (other than points paid in certain cases).

In our opinion, a Unit Owner whose Unit is used by him for residential purposes will, for Federal income tax purposes, be entitled to a deduction for real estate taxes incurred with respect to his Unit in the year paid or accrued under Section 164 of the Code.

It is also our opinion that each Unit Owner whose Unit is used in an active profession and/or trade or business, other than the rental of such Unit, in which the Unit Owner materially participates, will, for Federal income tax purposes, be entitled to a deduction for real estate taxes incurred with respect to his Unit in the year paid or accrued under Section 164 of the Code.

Other rules are applicable to a Unit Owner if the Unit is to be used in a trade or business or is to be held for rental. In these cases, the Tax Reform Act of 1986 will have broad impact, and no opinion is offered as to the consequences to such a Unit Owner.

It is also our opinion that each Unit Owner will, for New York State and New York City income tax purposes, be entitled to the same deduction which is allowed for Federal income tax purposes for the mortgage interest and real estate taxes paid or accrued during the taxable year. Section 615 of the New York State Tax Law.

It should be noted, however, that the benefit of a Unit Owner's deductions for interest and real estate taxes may be reduced if the Unit Owner is subject to the Federal alternative minimum tax, or the State or City minimum taxes (Section 55 of the Code; Sections 615 and 622 of the New York State Tax Law; Sections 11-1715 and 11-1722 of the New York City Code). In addition, it should be noted that state and local taxes, including real estate taxes, are not deductible for purposes of calculating an individual's federal alternative minimum taxable income, and that interest with respect to a "qualified

residence" is generally deductible only to the extent incurred in acquiring, constructing or rehabilitating a "qualified residence" or in refinancing, without an increase in the principal amount thereof, such an indebtedness; the difference in the treatment of these and other items, for federal alternative minimum tax purposes may result in a taxpayer becoming subject to such tax even though he has no items of tax preference.

It should be noted that our opinion as to the availability of deductions to a Unit Owner with respect to mortgage interest and real estate taxes in connection with his or her Unit used in an active profession and/or trade or business, other than the rental of such unit, is based on the assumption that such owner will have "at risk," within the meaning of Section 465 of the Code, in such profession, trade or business, an amount equal to, or in excess of his losses in connection with said profession, trade or business, including such deduction.

II. Common Charges

Common Charges will be borne by the Unit Owners and assessed and collected by the Board of Managers ("Condominium Board").

Under Section 528 some Condominium Boards may be eligible to be exempt from tax on Common Charges collected from the Unit Owners, provided the requirements of Section 528 are met. Generally, these requirements are:

(i) The condominium management association must be organized and operated solely to provide for the acquisition, construction, management, maintenance and care of association property;

(ii) Sixty percent or more of the gross income of the condominium management association must consist of assessments from residential unit owners ("Exempt Function Income");

(iii) Ninety percent of the expenditures of the condominium management association must be for the acquisition, construction, management, maintenance, and care of the condominium management association's property;

(iv) No part of the net earnings can inure to the benefit of private individuals other than by the acquisition, construction, management, or maintenance of the condominium management association's property or by rebates of excess assessments; and

(v) Substantially all of the units must be used as residences.

Under the Treasury regulations issued pursuant to Section 528, a condominium management association must qualify annually for the election under Section 528, and

additionally, it must make a separate election for each taxable year. Accordingly, the ability of the Condominium Board to elect the benefits of Section 528 will depend on the particular facts and circumstances prevailing in the taxable year at issue.

It appears, based upon your representations to us, that the requirements will not be met. With respect to requirement (v) above "Substantially all" is interpreted in Treasury Regulation 1.528-4(b) as meaning at least 85% of the total square footage of all units in the project. Since less than 85% of the total square footage of the units in the project will be used as residences, the "Substantially all" requirement is not met.

Even if the Condominium Board were eligible to make a Section 528 election, it would still be subject to tax on any income not received as assessments or other such payment from Unit Owners; thus, if the Condominium Board realized interest income from funds on deposit, such interest may be taxable to it.

If an election under Section 528 is not in effect for the taxable year, the tax status of the Condominium Board will be governed by the rules in effect prior to the enactment of Section 528 ("existing law").

Under existing law, the tax status of the Condominium Board is uncertain. The Bylaws provide that the Condominium Board will act as the agent of the Unit Owners. Thus, the Condominium Board may take the position that it is simply a conduit for receipts and payments of the Unit Owners for whom it acts as agent and not a separate entity. In such case, the Unit Owners would themselves be taxable on any interest or similar income which is earned from investments of the amounts which are assessed and collected from the Unit Owners and/or held as reserve funds.

However, the Internal Revenue Service may contend that for purposes of those matters administered through the Condominium Board, such as the assessment and expenditure of Common Charges, the Unit Owners through the Condominium Board, constitute an association taxable as a corporation. In such event, such association may be deemed subject to the Federal corporate income tax (and also to New York State and New York City corporate income taxes) on the portion of the Common Charges which is deemed to constitute gross income of such association, to the extent that such portion (together with any income earned from other sources, such as interim investments of funds by such association) exceeds the current expenses paid or incurred through the Condominium Board which are deductible for Federal income tax purposes.

In this connection, published rulings indicate that Common Charges which are assessed by the Condominium Board and designated for use solely to make specified capital improvements and which are maintained in a separate bank account should not constitute gross income to such Board, either because it is deemed to receive and hold such Common Charges as agent for the Unit Owners from whom the assessments were collected (Revenue Ruling 75-370, 1975 - 2 Cumulative Bulletin 25), or because the assessed Common Charges are deemed to be nontaxable contributions to the capital of

the association (Revenue Ruling 75-371, 1975 - 2 Cumulative Bulletin 52, *cf.* Concord Village, Inc., 65 T.C. 142 (1975)). However, if treated as contributions to the capital of the association, it should be noted that when such amounts (together with any other funds accumulated by the association) are expended for capital improvements, the Internal Revenue Service may contend that the capital expenditures benefit the Unit Owners, and that each Unit Owner should therefore be treated as receiving a distribution equal to the fair market value of that benefit; under the usual rules applicable to distributions of associations, a distribution is first treated as taxable ordinary income to the extent of the distributee's proportionate share of the association's earnings and profits, then as a tax-free recovery of basis to the extent thereof, and the balance, if any, as capital gain.

In this connection, it should be noted that if the Condominium Board is determined to be a separate taxable entity for federal income tax purposes, it is possible that the limitations of Section 277 may be found to apply. If this were the case, the Condominium Board's income from sources other than Unit Owners, if any, could not be offset by the Condominium Board's expenses incurred in the provision of services to Unit Owners. It is unclear how interest or other income earned on the investment of a required reserve fund would be treated for this purpose; if such income were treated as not derived from the Unit Owners in consideration of services rendered them by the Condominium Board, then such income may not be reduced by the Condominium Board's operating expenses with respect to the property and may result in a liability for taxes.

In the event that the Condominium Board is required to pay any Federal, New York State or New York City income tax and the Condominium Board makes an additional assessment in order to meet this tax liability, it should be noted that the additional amount collected through such assessment may itself be subject to tax (*see* Old Colony Trust Co. v. Commission, 279 U.S. 716 (1929); Revenue Ruling 74-75, 1974 - 1 Cumulative Bulletin 19; Revenue Ruling 86-14 I.R.B. 1986-5, 33).

We express no views as to any Federal, New York State and/or New York City tax consequences or as to any aspects of the Plan other than those consequences and aspects explicitly discussed in this opinion, or as to any tax status of the Plan of a Unit under the laws of any other U.S. or foreign jurisdiction.

Thus, this opinion does not deal with tax consequences which may result from ownership of a Unit in connection with the Unit Owner's trade or business, other than set forth herein, or for purposes of investment or the production of income, or which may result to a foreign Unit Owner by reason of his foreign status. This opinion also does not deal with the tax consequences which may arise if Units or Limited Common Elements are acquired and/or leased by the Condominium Board. It is also to be noted that under certain circumstances an owner of any Unit, by virtue of such ownership, may be deemed to become a resident of New York City and that this opinion does not deal with the circumstances under which this may occur, or with the income, estate or other tax consequences that may arise therefrom. Thus, each person contemplating the purchase of

a Unit is strongly advised to consult his own tax advisor as to all such tax matters (as well as with respect to the tax matters discussed in this opinion).

In our opinion, Unit Owners will be entitled to income tax deductions. However, this opinion is not a guarantee; it is based on existing rules of law applied to the facts and documents referred to above. No assurances can be given that the tax laws upon which counsel base this opinion will not change. In no event will the Sponsor, the Sponsor's counsel, the Board of Managers of the Condominium or any other person be liable if there are changes in the facts on which counsel relied in issuing this opinion or if there are changes in the applicable statutes, regulations, decisional law or rulings of the Internal Revenue Service on which counsel relied which cause Unit Owners not to be entitled to income tax deductions.

We hereby authorize the use of this opinion, or a reproduction thereof, in the Plan.

IRS Circular 230 Disclosure: In May 2005 the U.S. Treasury Department amended the regulations known as "Circular 230," which, among other things, set forth rules and standards with respect to the rendering of Federal tax advice. In general, the amended rules require such Federal tax advice to include a certain level of detail and discussion and to satisfy certain other requirements, unless the advice meets certain exceptions or is accompanied by a disclosure of certain limitations of the advice. In compliance with Circular 230, the following disclosure sets forth these limitations. Specifically, taxpayers are hereby informed that (i) this Offering Plan was not intended or written to be used, and it cannot be used, by any taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer by the IRS; (ii) this Offering Plan was written to support the promotion or marketing of the transactions(s) or matter(s) addressed in this Offering Plan; (iii) the taxpayer should seek advice based on taxpayer's particular circumstances from an independent tax adviser.

Very truly yours,
SEIDEN & SCHEIN, P.C.

By: Alvin Schein

RESERVE FUND

Sponsor is not funding a general reserve fund for the benefit of all Unit Owners. However, at Closing, all Purchasers, other than the purchaser of any Non-Residential Unit, shall be required to make a contribution to the Condominium's reserve fund ("Condominium Reserve Fund") in an amount equal to one (1) month's Common Charges in effect for such Unit. The reserve fund may be used to pay for future capital repairs or replacements to the Common Elements or such other appropriate purposes as will be determined by the Board.

WORKING CAPITAL FUND AND APPORTIONMENTS

Each Purchaser of a Unit, other than the purchaser of any Non-Residential Unit, shall be required at the Closing of such Unit to make a contribution to the working capital fund of the Condominium (the "Working Capital Fund"). Such contribution shall be in an amount equal to two (2) month's Common Charges in effect for such Unit(s).

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

(1) employees' wages, vacation and severance pay, pension and welfare benefits and accruals, uniforms 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 and the Limited 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 adjustments.

If any of the foregoing items to be apportioned cannot be adjusted at the First Unit Closing because they are not fully ascertainable, they shall be apportioned and adjusted to the extent reasonably possible at the First Unit 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.

The Working Capital Fund will be held and used for working capital, or such other appropriate purposes as will be determined by the Board and may be augmented by allocations from the monthly Common Charges collected from each Unit. While Sponsor controls the Board (see the Section entitled "Control By Sponsor" in Part I of this Plan), the Working Capital Fund will not be used to reduce estimated Common Charges.

The Board will be able to utilize the money 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 or Common Charges attributable to Unsold Units.

In the event that capital expenditures for renewal or replacement of Building components or systems or to remedy major building defects are needed, it may be necessary to increase Common Charges or make Special Assessments payable by Unit Owners who are responsible for the repair and replacement of the Common Element in need of such renewal, replacement or remedy. Alternatively, the Board may determine to seek financing from a bank or other lending institution for such expenditures in accordance with the terms of the By-Laws and subject, in certain instances, to Unit Owner approval. In addition, pursuant to the By-Laws each Board is entitled to determine amounts for a reserve for replacements in establishing the annual budgets.

NO REPRESENTATION OR WARRANTY IS MADE THAT THE WORKING CAPITAL FUND WILL BE, OR IS INTENDED TO BE, ADEQUATE TO COVER CURRENT OR FUTURE EXPENSES, FOR THE FIRST OR ANY SUBSEQUENT YEAR OF CONDOMINIUM OPERATION. NEITHER THE DEPARTMENT OF LAW NOR ANY OTHER GOVERNMENT AGENCY HAS PASSED UPON THE ADEQUACY OF THE WORKING CAPITAL FUND.

MANAGEMENT AGREEMENT

On or before the First Unit Closing, the Board will enter into an agreement (the "Management Agreement") with K&R Realty Management, Inc., 316 West 118th Street, New York, New York 10026 (the "Managing Agent"), to manage the Property, and all Units therein, for a term of one (1) year (the "Initial Term"). Sponsor reserves the right to enter into an agreement with another managing agent, on substantially the same terms as described below, provided that such managing agent is disclosed in a duly filed amendment to this Plan. The Management Agreement will continue thereafter, unless terminated, on a month to month basis. Robert Ezrapour, the principal of Sponsor, is also a principal of the Managing Agent and, therefore, Sponsor and the Managing Agent are affiliates.

During the Initial Term of the Management Agreement, the Board will have the right to cancel same after thirty (30) days' prior written notice to the Managing Agent. The Management Agreement may not be assigned by the Managing Agent without the consent of the Board.

The fee payable to the Managing Agent for the first year of Condominium operation shall be $40,000 per annum, which fee shall be charged to Unit Owners as a Common Expense. Please see Schedule B, the budget for the first year of Condominium operation, which is located in Part I of this Plan.

If requested by the Board, and upon the payment of additional compensation, the amount of which has not been determined as of the Filing Date, the Managing Agent may provide additional services including, but not limited to, consultation in connection with sales and leasing of Units.

The Management Agreement shall further provide that all repairs to the Property, (except for emergency repairs), which involve an expenditure of over $1,000.00 for any one item shall be made only with the prior approval of the Board, and until the first meeting of the Unit Owners, Sponsor.

The management services will not include the preparation of the Board's annual certified financial statement. Such statement will be prepared by an independent certified public accountant which is retained by the Board, the cost of which shall be a Common Expense and has been provided for in the estimate of the Condominium's expenses for the first year of Condominium operation. (See Schedule B). The Managing Agent will cooperate with the Condominium's accountants in connection with the preparation of the annual certified financial statement.

The Board will be obligated to reimburse the Managing Agent for any expenses incurred by it in connection with its duties and to indemnify the Managing Agent against liability for acts properly performed by it pursuant to the Management Agreement. The indemnity shall not apply to the extent that any claim arises due to the willful misconduct

or gross negligence of the Managing Agent or any of its employees or in the event that the Managing Agent acts outside the scope of its duties under the Management Agreement.

The Management Agreements will essentially provide for the following services:

1. Billing and collecting of monthly Common Charges from Unit Owners.

2. Payments of the obligations of the Board, to the extent that funds are available in the Board's account, as authorized by the Board.

3. Maintenance of books and records with respect to the Property.

4. Hiring and supervising Building employees.

5. Procuring service contracts and insurance policies.

6. Purchasing supplies.

7. Attending meetings of the Board of Managers.

8. Attending to major complaints from Unit Owners and their tenants as to the Common Elements and consulting with the Board, as the Managing Agent deems necessary.

9. Attending meetings of the Board and the annual meeting of the Unit Owners.

10. Processing Unit alteration applications and forwarding such applications to the Board.

11. Supervising the moving in and moving out of Unit Owners and their tenants.

All expenses incurred by the Managing Agent in performance of its duties for the Condominium will be reimbursed by the Condominium Board and charged to the Unit Owners as a Common Expense.

IDENTITY OF PARTIES

Sponsor

The Sponsor of the Offering Plan is Crescent 110 Equities LLC, a Delaware limited liability company formed on August 15, 2103. Sponsor has an office at 316 West 118th Street, New York, New York 10026.

The principal of Sponsor is Robert Ezrapour. Mr. Ezrapour has over two decades of experience in developing and managing affordable and market-rate housing. Mr. Ezrapour is a charter member of the New York State Association for Affordable Housing.

Robert Ezrapour is a member of Crescent 110 Manager LLC, which is the manager of Sponsor.

Robert Ezrapour has not been the principal of the sponsor of cooperative interests in realty, including condominiums, in or from New York, which were first offered for sale during the past five (5) years, except for The One Morningside Park Condominium, 321 West 110th Street, New York, New York, which was accepted for filing by the Department of Law in 2013.

Crescent 110 Manager LLC has not been the sponsor of any other cooperative or condominium conversion plan within the last five (5) years.

Managing Agent

Sponsor intends to retain K&R Realty Management, Inc. ("K&R"), a company organized to do business under the laws of the State of New York, having its principal offices at 316 West 118th Street, New York, New York 10026, to manage the Building. K&R has been in the real estate management business for over twenty (20) years, and currently manages buildings in Manhattan, such as, but not limited to, 270 West 119th Street, 347 Manhattan Avenue, 963 Columbus Avenue, and 1465 Fifth Avenue. Robert Ezrapour, the principal of Sponsor, is also a principal of K&R.

Architect

Sponsor has retained FxFowle Architects, PC, 22 West 19th Street, New York, New York 10011 to prepare the Description of Property and Specifications, located in Part II of the Plan. FxFowle Architects, PC is an architectural, interior design, planning and urban design firm. Sponsor's architect has no financial relationship, past or present, to the Property or to the Sponsor, except in its capacity as architect and is being paid a fee for its services.

Counsel to Sponsor

The Sponsor has retained the law firm of Seiden & Schein, P.C., 570 Lexington Avenue, New York, New York, 10022 (Tel. # 212-935-1400) to represent it in the preparation and consummation of the Offering Plan. The principal attorney who is responsible for this matter is Alvin Schein, Esq. This firm drafted the Declaration, the Bylaws, this Plan, the form of Purchase Agreement, the form of Unit Deed and all other documents necessary in connection with the formation of the Condominium, and is advising the Sponsor in connection with all legal matters incidental thereto. No separate counsel has been retained to represent the Condominium. It is suggested and expected that each Purchaser will consult and be represented by his own counsel in connection with this Plan.

Seiden & Schein, P.C. has no financial relationship, past or present, in the Property or to the Sponsor, except that it is being paid a fee for its services.

Selling Agent

The Sponsor has retained Town New Development Sales & Marketing LLC ("Selling Agent"), having an office at 33 Irving Place, New York, New York 10003, as Selling Agent for this Offering Plan. Selling Agent has no financial relationship, past or present, to the Building or the Sponsor, except that the Selling Agent shall be paid fees by Sponsor in connection with the sale of Units under this Offering Plan.

Agent for 421-a Affordable Unit Lottery

The Sponsor intends to retain K&R (as defined above) for assistance with the administration of the 421-a Affordable Unit lottery.

REPORTS TO UNIT OWNERS

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

(a) the financial statement of the Condominium prepared by a certified public accountant or public accountant by March 15th of each calendar year for the prior fiscal year; such statement shall be certified while the Sponsor is in control of the Board of Managers;

(b) a prior notice of the annual Unit Owner's meeting; and

(c) a copy of the proposed annual budget, if any, of the Condominium within ten (10) days, prior to the date set for adoption thereof by the Board of Managers. While the Sponsor is in control of the Board of Managers such budget shall be certified.

DOCUMENTS ON FILE

Copies of this Plan and all exhibits or documents referred to herein shall be available for inspection for no charge, and for copying at reasonable charge, by prospective Purchasers and by any person who shall have purchased a Unit offered under this Plan, or shall have participated in the offering of such Unit, at the office of Sponsor during convenient weekday hours, and shall remain available for such inspection for a period of six years from the date of the First Unit Closing. Sponsor shall, within 180 days after the First Unit Closing, deliver to the Condominium Board a copy of all documents filed with the appropriate recording office. The Plan may also be borrowed by a prospective Purchaser from the Sponsor upon payment of a $250.00) deposit, which amount will be fully refunded upon the execution of a Purchase Agreement that has been subsequently accepted by Sponsor or upon return of the Plan in good condition.

GENERAL

This Plan does not knowingly omit any material fact or knowingly contain any untrue statement of a material fact. This Plan does not contain a full summary of all the provisions of the various documents referred to herein. Statements made as to the provisions of such documents are qualified in all respects by the contents of such documents and, in the case of any such documents executed by or with the written consent of a Purchaser pursuant to this Plan, any rider or separate agreement changing or adding provisions to such document.

As of the Filing Date, there were no lawsuits or other legal proceedings pending or any judgments outstanding that could materially affect this offering, the Purchasers of Units, the Property, the Condominium or the operation thereof, or the Sponsor's capacity to perform all its obligations under the Plan.

To the best of Sponsor's knowledge, the Property has not been the subject of any prior public offering. As of the acceptance date of this Offering, Sponsor has not entered into any preliminary binding agreements and has not collected any money from prospective Purchasers for the sale of Units in the Building. The Sponsor had previously tested the market pursuant to Cooperative Policy Statement No. 1.

In accordance with the provisions of the laws of the State and City of New York, neither Sponsor nor any Selling Agent engaged by Sponsor will discriminate against any person because of gender, sexual orientation, race, creed, color, national origin, ancestry, disability, marital status, age, religion or other ground proscribed by law in the sale of Units offered by Sponsor pursuant to this Plan, or in the leasing of any such Units or any other portion of the Building.

Sponsor reserves the right to revise, from time to time, the terms and conditions upon which Units are to be sold and to otherwise revise this Plan, including revisions affecting the rights, obligations and liabilities of Sponsor, Purchasers or prospective Purchasers, without obtaining the consent of Purchasers or others. However, Sponsor may neither unilaterally cancel an outstanding Purchase Agreement, except as therein provided (such as in case of an uncured default), nor unilaterally change the purchase price or the payment terms contained in such Purchase Agreement. All substantive or material revisions to the offering will be contained in a duly filed amendment to this Plan. In the case of a material revision adversely affecting the rights, obligations or liabilities of then existing Purchasers or reducing the undertakings or obligations of Sponsor, such Purchasers will be given, for fifteen (15) days after the presentation of the amendment, a right to rescind their Purchase Agreements by written notice to Sponsor and be refunded their deposits paid thereunder, with any interest earned thereon.

All statements and representations made in this Plan with respect to items prepared by others such as the Section entitled "Sponsor's Statement of Building Condition" in Part I of this Plan and the Floor Plans of the Building, have been made in reliance upon the respective firms and their authority as experts.

As of the date that this Offering Plan has been accepted for filing by the New York State Department of Law, no contracts or agreements were entered into and no deposits or advances of funds for the purchase of any Units were accepted by Sponsor.

Unless the context otherwise requires, words used in the singular in Part I of this Plan include the plural and vice versa, and a reference 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.

Sponsor is not reserving the right to add floor area to the Building, except as is necessary to complete the Units being offered hereunder. However, Sponsor does reserve all unused development rights and any development rights granted in the future by virtue of zoning changes.

SPONSOR'S STATEMENT OF BUILDING CONDITION

Sponsor adopts the Sponsor's Statement of Present Building Condition set forth in Part II of this Plan. Sponsor represents that, to the best of its knowledge, the Sponsor's Statement of Present Building Condition set forth in Part II of this Plan, prepared by FxFowle Architects, P.C., registered architects in the State of New York, accurately states the description of the Property and its specifications, as it will be built upon the plans that they have examined.

Part II

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FORM OF
PURCHASE AGREEMENT
FOR MARKET-RATE UNITS

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THE 285 WEST 110TH STREET CONDOMINIUM

PURCHASE AGREEMENT

UNIT NUMBER _____

2040 FREDERICK DOUGLASS BOULEVARD
(ALSO KNOWN AS 285 WEST 110TH STREET),
NEW YORK, NEW YORK

CONTRACT DATE: _____

UNIT NUMBER: _____ **PERCENTAGE OF GENERAL COMMON INTEREST:** _____%

PURCHASER(S) NAME(S):

(1) _____ (2) _____

PURCHASER(S) MAILING ADDRESS(ES):

(1) _____ (2) _____

_____ _____

PURCHASER'S SOCIAL SECURITY NUMBER(S):

(1) _____ (2) _____

BROKER (IF ANY): _____

PURCHASER'S ATTORNEY: _____

ADDRESS OF PURCHASER'S ATTORNEY: _____

_____

TELEPHONE: (____) ____-_____ **FAX:** (____) ____-_____

PURCHASE PRICE FOR UNIT: $_____

20% DOWN PAYMENT FOR UNIT ("DOWN PAYMENT"): $_____

BALANCE DUE AT CLOSING: $_____

Statement of Seller

Crescent 110 Equities LLC, with an office at 316 West 118th Street, New York, New York 10026 ("Seller"), has promulgated a Plan of Condominium Ownership for The 285 West 110th Street Condominium, located at 2040 Frederick Douglass Boulevard (also known as 285 West 110th Street), New York, New York (the "Plan") pursuant to which the land, the appurtenances and the Units (the "Units") located in the County, City, and State of New York, will be declared to be a condominium under the provisions of Article 9-B of the Real Property Law of the State of New York on the terms and conditions more particularly set forth in the Plan.

Statement of Purchaser

Purchaser acknowledges as follows:

A. Purchaser acknowledges having received and read the Plan and all amendments thereto, if any, filed with the Department of Law of the State of New York (the Plan, together with all such filed amendments, if any, are hereinafter collectively referred to as the "Offering Plan") at least three (3) business days prior to Purchaser's signing this Purchase Agreement. Purchaser understands that if Purchaser has not been afforded at least three (3) business days prior to Purchaser's signing this Purchase Agreement to receive and read the Offering Plan, then in such event, Purchaser shall have seven (7) days after delivering this Purchase Agreement together with the Down Payment (as provided on page 1 of this Purchase Agreement) to rescind this Purchase Agreement and have the Down Payment refunded promptly by either personally delivering a written notice of rescission to Seller or Selling Agent with the seven (7) day period or mailing the notice of rescission to Seller or the Selling Agent and having the mailing postmarked within the seven (7) day period. The Offering 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 Purchase Agreement and the Offering Plan, the provisions of the Offering Plan will govern and be binding.

B. Purchaser has been given an opportunity to examine the architectural plans for the above numbered Unit and for the building in which it is located (the "Building").

C. The Offering Plan, which includes the Declaration to be made by the Seller which is to be recorded in the Office of the Register of the City of New York, County of New York, and the schedules, the By-Laws and Rules and Regulations attached thereto, are incorporated herein by reference and made part of this Purchase Agreement with the same force and effect as if fully set forth herein.

D. Purchaser is desirous of purchasing the above-numbered Unit, as designated in the Declaration and on the floor plans filed or to be filed in the aforesaid Register's Office, together with an undivided interest in the Common Elements appurtenant thereto as set forth in the Offering Plan (the above-numbered Unit and the undivided interest being hereinafter collectively called the "Unit").

Agreement Between Seller and Purchaser

For good and valuable consideration, receipt of which is hereby acknowledged, Seller and Purchaser mutually agree as follows:

1. Payment for Unit. (a) Seller hereby agrees to sell and convey, and Purchaser hereby agrees to purchase, the Unit for the Purchase Price stated above. The Down Payment stated above has been made on the signing of this Purchase Agreement, receipt of which by check subject to collection is hereby acknowledged by Seller. In the event that the Down Payment check is dishonored, this Purchase Agreement shall be deemed to be terminated, and Seller shall have the right to pursue all rights and remedies available to it by law or equity.

(b) The Balance Due at Closing (as provided on page 1 of this Purchase Agreement) shall be payable at the Closing (as hereinafter defined in Paragraph 2) by unendorsed certified or official bank check of Purchaser, or Purchaser's lender, drawn on a bank or trust company which is a member of the New York Clearing House Association (or any successor organization) to the order of Seller or as otherwise directed by Seller.

2. Closing of Title.

2.1 The closing of title to the Unit (the "Closing") shall take place on no less than thirty (30) days prior written notice to Purchaser at such place as Seller may designate, at an hour and on a date (hereinafter called the "Closing Date") to be specified by Seller. If Seller consents to close at any other location as an accommodation to Purchaser, Purchaser shall pay an extra fee to Seller's attorney as set forth in Paragraph 6 hereof. Seller shall have the right, from time to time, to adjourn the Closing Date on written notice to Purchaser. If adjourned, Seller shall fix a new date and time for the Closing and shall give Purchaser not less than five (5) days written notice of the newly scheduled Closing Date. On five (5) business days prior written notice by Purchaser to Seller, Purchaser shall be entitled to no more than one (1) reasonable adjournment of the Closing Date for a period of not more than fifteen (15) days, time being of the essence for Purchaser to pay the Balance Due and otherwise complete the Closing in accordance with this Purchase Agreement by the expiration of such adjournment period. In addition to any other rights Seller may have by reason of Purchaser's failure to timely close title when requested, Seller shall be reimbursed by Purchaser for the cost of any real estate taxes and Common Charges which Seller would not otherwise have had to pay if there had been no unauthorized delay in closing of title by Purchaser.

2.2 The Closing shall occur only after or concurrently with the prerequisites as set forth under the Section entitled "Terms of Sale" in Part I of the Offering Plan.

2.3 At the Closing, Seller shall deliver to Purchaser, or direct the delivery to Purchaser of, a bargain and sale deed, with covenant against grantor's acts, conveying the Unit to Purchaser, such deed to be substantially in the form contained in Part II of the Offering Plan, executed and acknowledged by Seller or as directed by Seller in form for recording.

3. **Power of Attorney to Board of Managers**. At the Closing and simultaneously with the delivery to Purchaser of the deed conveying the Unit, Purchaser shall execute and acknowledge the power of attorney to the Board of Managers substantially in the form contained in Part II of the Offering Plan. Purchaser agrees to deliver such power of attorney to Seller or as directed by Seller at the closing of title for recording and to pay the recording fee.

4. **Binding Effect of Declaration, Bylaws, Offering Plan, Rules and Regulations.** Purchaser hereby agrees to be bound by the Declaration, the Bylaws, the Rules and Regulations, and the Offering Plan. The provisions of this Section 4 shall survive the Closing.

5. **Condition of Title.** Seller shall give and Purchaser accept such title to the Unit, as Chicago Title Insurance Company ("Chicago Title"), 711 Third Avenue, 5th Floor, New York, New York, 10017 (Tel. 212-880-1207) or any other reputable title insurance company licensed to do business in the State of New York will be willing to insure in accordance with its standard form of title policy which has been approved by the New York State Insurance Department, in fee simple, without exceptions for any liens and encumbrances other than those set forth in the Offering Plan, specifically in Part I thereof in the section entitled "Terms of Sale," and any mortgages obtained by Purchaser.

Notwithstanding the above, the existence of unpaid taxes or liens and encumbrances of any kind at the time of Closing shall not constitute an objection to title, provided that Chicago Title, as agent, or another reputable title insurer licensed to do business in the State of New York shall be willing to insure against collection of same from the Unit herein described. The parties agree that Seller may pay and discharge any liens and encumbrances upon the Property, not provided for in the Offering Plan or this Purchase Agreement, out of the monies to be paid by Purchaser at the time of closing title.

6. **Expenses of Closing and Closing Adjustments.**

6.1 At Closing, Purchaser will pay the Closing costs and expenses referred to in the section of the Offering Plan (as same may be amended to date) titled "Unit Closing Costs and Adjustments," which costs and expenses include, but are not limited to, the amount of any credit for mortgage recording tax as set forth in such section, payment for title insurance, if Purchaser elects or is required by its lender to obtain same, recording fees for recording the Deed and Power of Attorney, New York City Real Property Transfer Tax, New York State Transfer Tax, transfer tax on Units which are $1,000,000.00 or more in price, Seller's attorney's fees for closing the Unit, and, if Purchaser obtains a mortgage loan, the costs associated with obtaining such mortgage loan. The legal fees of Seller's attorneys in the amount of $3,500.00 will be payable by Purchaser to Seiden & Schein, P.C., provided that an additional fee of $500.00 per Closing shall be due and payable for any Unit closing which occurs other than in the office of Seller's attorneys. An additional sum of $350.00 shall be payable by Purchaser to Seller's attorneys for services rendered in connection with the review and clearing of title. An additional fee of $500.00 shall be due and payable to Sponsor's attorneys for any previously scheduled Unit Closing which is adjourned by Purchaser less than five (5) business days before such Unit Closing is scheduled to occur. A further fee of $500.00 shall be payable by Purchaser to Seller's attorneys for the work involved for each assignment of a Purchase Agreement that is permitted by Seller. Assignments are permitted only pursuant to the terms of the Offering Plan. Any fees

payable to Seller's attorney by Purchaser will be paid by certified check or official bank check drawn on a bank or trust company which is which is a member of the New York Clearing House Association or any successor organization. Purchasers will also pay to the Board of Managers (i) a sum equal to two (2) months of Common Charges for the Unit being purchased as Purchaser's contribution to the Working Capital Fund of the Condominium, (ii) a sum equal to one (1) month of Common Charges as Purchaser's contribution to the Condominium's reserve fund, (iii) a contribution for the application for 421-a real estate tax benefits which shall be equal to the preliminary 421-a filing fee of $440,000.00 multiplied by the percentage of Common Interest for the Unit to which title is conveyed by Sponsor to Purchaser. Purchaser shall make a contribution toward the Board's purchase of Unit 7C, as provided on **Schedule A-1** in the Offering Plan.

6.2 Except as otherwise provided in this Purchase Agreement or in the Offering Plan, real estate taxes and Common Charges and expenses shall be adjusted between Seller and Purchaser as of midnight preceding the Closing Date in accordance with the provisions of the Offering Plan. Any such expenses or adjustments payable to Seller in excess of $500.00 will be paid by unendorsed certified check or official bank check drawn on a bank or trust company which is a member of the New York Clearing House Association (or any successor organization). This paragraph shall survive the Closing.

6.3 If Seller obtains a refund for real estate taxes paid (or a credit for such taxes to be paid) on the Unit, Purchaser and Seller 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.

6.4 Any errors or omissions in computing apportionments at Closing shall be corrected and payment made to the proper party promptly after discovery. The provisions of this subsection shall survive the Closing.

7. Purchase Agreement Subject to Mortgages. Purchaser agrees that all terms and provisions of this Purchase Agreement are and shall be subject and subordinate to the lien of any mortgage(s) heretofore or hereafter made and any advances heretofore or hereafter made thereon and any payments or expenses already made or incurred or which may hereafter 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 whether such advances are voluntary or involuntary and whether made in accordance with the loan schedule of payments or accelerated thereunder by virtue of lender's right to make advances before they become due in accordance with the schedule of payments. Notwithstanding anything to the contrary contained in this Paragraph 7, however, as of the conclusion of the Closing the only mortgage(s) to which the Unit will be subject to a title exception will be the mortgage(s) obtained by Purchaser.

8. No Financing Contingency. NEITHER THIS PURCHASE AGREEMENT NOR ANY OF PURCHASER'S OBLIGATIONS HEREUNDER ARE CONTINGENT UPON PURCHASER OBTAINING MORTGAGE OR OTHER FINANCING. UPON EXECUTING THIS PURCHASE AGREEMENT, PURCHASER SHALL BE OBLIGATED TO CLOSE

TITLE WHETHER OR NOT PURCHASER OBTAINS A MORTGAGE LOAN OR OTHER FINANCING FOR THE PURCHASE OF THE UNIT.

9. Default by Purchaser. If Purchaser shall fail to pay any portion of the Purchase Price when due, or shall fail to close title on the date, hour and place specified by Seller pursuant to Paragraph 2 hereof, or shall fail to perform any of Purchaser's other obligations hereunder (including, without limitation, the obligation to furnish any lender promptly with such information as such lender may require), Seller may send notice to Purchaser of Seller's intention to cancel this Purchase Agreement if such default shall not be cured within thirty (30) days from the mailing date of such notice. TIME IS OF THE ESSENCE FOR PURCHASER TO CURE ANY DEFAULT UNDER THIS PURCHASE AGREEMENT WITHIN SUCH THIRTY (30) DAY PERIOD. "Time is of the essence" means that if such default is not cured within thirty (30) days from the mailing date of such written notice, Seller may (but shall not be obligated to) elect to cancel this Purchase Agreement by notice of cancellation to Purchaser sent after the cure period has expired. In the event that Seller shall elect so to cancel this Purchase Agreement, Seller shall certify to its attorneys, Seiden & Schein, P.C., that title has not closed because of Purchaser's default and that Seller has elected to cancel this Purchase Agreement by reason thereof, and Seiden & Schein, P.C., pursuant to Paragraph 16 hereunder, shall cause to have paid over to Seller, as liquidated damages, the Down Payment and the interest earned thereon (if any), and upon such payment being made, each of the parties hereto shall be relieved of any further liabilities or obligations hereunder, except as to provisions in this Purchase Agreement which specifically survive the cancellation of this Purchase Agreement. If this Purchase Agreement shall be canceled by Seller pursuant to the provisions of this Paragraph 9, Seller may sell the Unit to any third party and shall be under no obligation to account to Purchaser for any part of the proceeds of such sale. Seiden & Schein, P.C. may rely upon the truth and accuracy of the facts contained in Seller's certification and the authority of the person or persons executing the same and shall have no liability as a result of such reliance.

10. No Assignment. Purchaser shall have no right to assign this Purchase Agreement without Seller's prior written consent, which consent may be withheld or denied by Seller for any reason or no reason. Any purported assignment of this Purchase Agreement in violation thereof shall be voidable at the option of Seller.

11. Notices. Any notice to be given hereunder shall be in writing and sent by registered or certified mail or personal delivery to Purchaser at the address given above with a copy to Purchaser's attorney (named on Page 1 of this Purchase Agreement) and to Seller at 316 West 118th Street, New York, New York, 10026 (with copy to Seiden & Schein, P.C., 570 Lexington Avenue, New York, New York 10022, Attention: Alvin Schein, Esq.) or at such other address as either party may hereafter designate to the other in writing. The date of mailing shall be deemed to be the date of the giving of notice, except that the date of actual receipt shall be deemed to be the date of the giving of any notice of change of address.

12. No Representation. Except as herein or in the Offering Plan specifically set forth, Purchaser acknowledges that he has not relied upon any architect's plans, sales plans, selling brochures, advertisements, representations, warranties or statements of any nature, whether made by Seller, Seller's attorney or Selling Agent or otherwise, including, but not limited to, any relating to the description or physical condition of the Building or the Unit, the

size or the dimensions of the Unit or the rooms therein contained or any other physical characteristics thereof, the Building services, the estimated Common Charges and expenses allocable to the Unit or the right to any income tax deduction on account of any real estate taxes and/or mortgage interest paid by Purchaser. Purchaser agrees that Seller shall have no liability or responsibility to Purchaser if any such estimate of Common Charges or expenses is incorrect, or any such income tax deduction is not permitted to Purchaser, or the layout or dimensions of the Unit or any part thereof or of the Common Elements as shown on the floor plans or on the architectural plans and specifications for the Building is not accurate or correct, provided such layout or dimensions conform substantially to the floor plans and the architectural plans and specifications for the Building in accordance with the Offering Plan and that Purchaser will not be relieved from its obligations hereunder by reason of any minor inaccuracy or error. Further, Seller shall not be liable for any condition to the Unit or the Common Elements of the Building which is disclosed in the section of the Offering Plan entitled "Rights and Obligations of Sponsor". All of the provisions of the Offering Plan which disclaim or limit any liabilities, warranties, or other obligations of Seller are incorporated by reference into this Purchase Agreement.

13. Recording of Deed and Power of Attorney. At the Closing, Purchaser will deliver the executed deed received from Seller and executed and acknowledged power of attorney to the representative of the title company, if any, or to Seller for recording in the Office of the Register of the City of New York, County of New York. Such deed and power of attorney will be substantially in the forms for such documents which are set forth in the Offering Plan.

14. Binding Effect. This Purchase Agreement shall not be effective or binding on Seller until a counterpart hereof is executed by Seller and delivered to Purchaser. Subject to the provisions hereof, this Purchase Agreement shall bind and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns.

15. Purchase Agreement Subject to Offering Plan Becoming Effective; Seller's Right to Cancel. This Purchase Agreement is contingent upon the Offering Plan being declared effective. The Offering Plan may be abandoned by Seller at any time for any reason or no reason prior to its being declared effective, provided Purchase Agreements for not more than 80% of the Units have been fully executed, delivered, and accepted. If the Offering Plan is abandoned prior to becoming effective, this Purchase Agreement shall be deemed canceled, and the Offering Plan terminated, and Purchaser shall receive back, not later than twenty (20) days thereafter, in full, the Down Payment, plus any interest accrued thereon, and upon such repayment each party shall be relieved of any further liabilities and shall be released from all obligations hereunder and under the Offering Plan, except those liabilities and obligations that are herein expressly provided to survive the cancellation or termination of this Agreement.

16. Monies to be Held in Trust; Payment of Purchase Price; Notice of Closing.

16.1 The law firm of Seiden & Schein, P.C., with an address at 570 Lexington Avenue, 14th Floor, New York, New York 10022, telephone number (212) 935-1400, shall serve as escrow agent (the "Escrow Agent") for Seller and Purchaser. Escrow Agent has designated Jay G. Seiden, Esq., Alvin Schein, Esq., and Adam A. Levenson, Esq., to serve as signatories on the "Escrow Account," as defined below. 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 Seller, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in the Escrow Account.

16.2 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 this Purchase Agreement or otherwise concerning the release of the Deposit from Escrow.

16.3 The required Down Payment pursuant to this Purchase Agreement shall be twenty percent (20%) of the Purchase Price for the Unit. All monies, including all deposits for special work ("Special Work Deposits"), the Down Payment, or advances, received by Seller (collectively, "Deposits") through its agents or employees pursuant to this Purchase Agreement either prior to or subsequent to the consummation of the Offering Plan will be deposited by Escrow Agent in a segregated, special escrow account or accounts titled "Seiden & Schein, P.C., Attorney Escrow Account", or similar name, with the name of Purchaser and Unit number added to the title of a sub-account with Wells Fargo Bank, N.A. at its branch located at 866 Third Avenue, New York, New York (the "Escrow Account"). Such account or accounts shall be interest bearing if so requested by Purchaser in accordance with Section 71-a(3) of the Lien Law. The Escrow Account is not an IOLA account. The Escrow Account is federally insured by the FDIC to the maximum amount of $250,000. Such $250,000 coverage includes, in the aggregate, the Down Payment, plus any and all other deposits that Purchaser has on account at Wells Fargo Bank, N.A. Any Purchaser deposits at Wells Fargo Bank, N.A. (including the Down Payment) which, in the aggregate, exceed $250,000 will not be insured by the FDIC. The Down Payment will be held in trust in accordance with the escrow and trust provisions of Sections 352(h) and 352-e(2-b) of the New York General Business Law, the terms and conditions of the Offering Plan, and the Regulations promulgated pursuant to said Section 352-e(2-b) by the Attorney General's Office. Down Payments, with any accumulated interest, shall remain the property of Purchaser, except as provided by law, and as provided herein. Any Federal 1099 forms or other tax forms required to be forwarded by Escrow Agent to recipients of interest will be mailed by Escrow Agent to Purchaser (or to the designated interest-earning recipient of Purchaser, if Purchaser comprises two or more parties).

16.4 All Deposits tendered by Purchaser shall be in the form of a check which identifies Purchaser, and is made payable by Purchaser to the order of Seiden & Schein, P.C., as Escrow Agent.

16.5 Within five (5) business days after this Purchase Agreement has been executed by Purchaser, Seller, and Escrow Agent, Escrow Agent shall place the Deposit into the Escrow Account. Within ten (10) business days after the Deposit has been placed into the Escrow Account, Escrow Agent shall send written notice to the Purchaser and Seller. The notice shall provide the account number and the initial interest rate to be earned on the Down Payment. Any Special Work Deposit shall be initially deposited into the Escrow Account, and released in accordance to the terms of this Purchase Agreement.

16.6 If Purchaser does not receive written notice of such deposit within fifteen (15) business days after tender of the executed Purchase Agreement and Deposit, he or she may cancel the Purchase Agreement within ninety (90) days after tender of the executed Purchase

Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 120 Broadway, 23rd Floor, New York, New York 10271. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Down Payment 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.

16.7 All Down Payments, but not Special Work Deposits made for upgrades, extras, or custom work received in connection with this Purchase Agreement, are and shall continue to be the Purchaser's money, and may not be comingled with any other money or pledged or hypothecated by Seller, as per GBL § 352-h.

16.8 Under no circumstances shall Seller seek or accept release of the Down Payment 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 Seller of its obligations pursuant to GBL §§ 352-e and 352-h.

16.9 The Escrow Agent shall release the Down Payment if so directed:

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

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

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

If the Escrow Agent is not directed to release the Down Payment pursuant to paragraphs (a) through (c) above, and the Escrow Agent receives a request by either party to release the Down Payment, then the Escrow Agent must give both the Purchaser and Seller prior written notice of not fewer than thirty (30) days after the expiration of the thirty (30) day default cure period (time being of the essence), as provided in Paragraph 9 hereof, before releasing the Down Payment (the "30 Day Escrow Notice"). If the Escrow Agent has not received notice of objection to the release of the Down Payment prior to the expiration of the 30 Day Escrow Notice, the Down Payment shall be released to Seller as liquidated damages and the Escrow Agent shall provide further written notice to both parties informing them of said release. The disposition of the Special Work Deposit shall be determined in accordance with the rider to this Purchase Agreement [delete if there is no Special Work Deposit]. If the Escrow Agent receives a written notice from either party objecting to the release of the Down Payment within the thirty (30) day period pursuant to the 30 Day Escrow Notice, the Escrow Agent shall continue to hold the Down Payment 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 Down Payment contained in the Escrow Account with the New York County Clerk and shall give written notice to both parties of such deposit.

16.10 Seller shall not object to the release of the Down Payment 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.

16.11 Any provision of this 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 Down Payment 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.

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

16.13 A fiduciary relationship shall exist between Escrow Agent, and Purchaser, and Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to GBL §§ 352-e and 352-h

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

16.15 Seller 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 and 352-h and the New York State Department of Law's regulations.

16.16 Prior to release of the Down Payment, Escrow Agent's fees and disbursements shall neither be paid by Seller from the Down Payment nor deducted from the Down Payment by any financial institution under any circumstance.

16.17 In the event of an uncured default by Purchaser in its obligations under this Purchase Agreement, the Down Payment and all other monies deposited by Purchaser with Escrow Agent or Seller pursuant to this Purchase Agreement or any amendment thereto, plus all interest earned thereon, shall be paid over to Seller as liquidated damages; provided that Purchaser shall also be liable to Seller for the actual cost incurred by Seller for any special work in the Unit ordered by Purchaser, less any monies which were deposited by Purchaser on account of special work and either paid over to or retained by Seller as liquidated damages. Seller agrees not to seek the remedy of specific performance for the payment of the Balance of the Purchase Price in connection with this Purchase Agreement as to which there has been a default by Purchaser. In the event of an uncured default by Seller in its obligations under this Purchase

Agreement, Purchaser agrees not to seek the remedy of specific performance for the transfer of title to the Unit which is the subject of this Purchase Agreement, and agrees that Purchaser's sole remedy as against Seller shall be to allege monetary damages.

16.18 Following the declaration of effectiveness of the Offering Plan, Purchaser will be given at least thirty (30) days prior written notice of the Closing Date hereunder. In the event that the Closing does not occur within five (5) years after the Contract Date, this Purchase Agreement shall be deemed to be null and void.

17. Equipment and Furnishings. Seller shall have no obligation to provide Purchaser with any fixtures, equipment, hardware, appliances and/or furnishings other than those which are specifically referred to in the Offering Plan to be provided to Purchaser with the Unit as part of the Purchase Price. Furnishings, equipment, appliances and/or decorations in any model unit or sales office not referred to in the Offering Plan are excluded from this sale unless specifically included by a rider to this Purchase Agreement. The cost of any such items will be added to the Purchase Price of the Unit.

18. Acceptance of Condition of Unit; Risk of Loss.

18.1 The signing of this Purchase Agreement by Purchaser signifies Purchaser's acceptance of the condition of the Property as represented by Sponsor in the Offering Plan, including the Building, the Common Elements, and the Unit and all fixtures, machinery, equipment, furnishings, appliances, installations and other personal property contained therein (hereinafter collectively called "Installations") in their respective existing conditions, ordinary wear and tear excepted between the date Purchaser signs this Purchase Agreement and delivery of the deed to Purchaser. Purchaser acknowledges having read the Section of the Offering Plan entitled "Description of Property and Specifications" set forth in Part II of the Offering Plan, which sets forth a description of the physical condition of the Building, and acknowledged having been given the opportunity to review the reports referred to in the Section of the Offering Plan entitled "Sponsor's Statement of Building Condition." Purchaser understands that Sponsor has no obligation to make any repairs, improvements or decorations in or to the Property, the Building, the Unit or the Installations, except as may otherwise be set forth in the Offering Plan. In connection therewith, Purchaser acknowledges having read the Section of the Offering Plan entitled "Rights and Obligations of Sponsor."

18.2 Prior to the Closing of title to the Unit, no Purchaser shall be permitted to enter the Unit without the prior consent of Seller. Purchaser shall have the right to enter and inspect such Unit on one (1) occasion prior to the Closing of title in the presence of a representative of Seller, but shall be obligated to make an inspection appointment with Seller. Under no circumstances shall Purchaser perform or cause to be performed any work in such Unit prior to the Closing of title thereto. Purchaser understands that the existence of any incomplete items of construction at Closing which do not materially affect the use and operation of the Unit shall not be grounds for Purchaser to adjourn the Closing beyond the fifteen day period (time being of the essence) provided in Section 2.1 hereof, or to refuse to pay the balance of the Purchase Price of such Purchaser's Unit and close title to Purchaser's Unit.

18.3 (a) Except as set forth below, the risk of loss from fire or other casualty with respect to the Unit shall remain with Seller until the Closing of title for the Unit. Seller, at its sole discretion, reserves the right either (i) to repair or restore such Unit, whereupon Purchaser shall be obligated to close title without an abatement in the Purchase Price and without any claim against Seller by reason of any damage to the Unit or the Building resulting from such fire or casualty, or (ii) to not repair or restore, or, having commenced any such repair or restoration, to thereafter elect not to complete such repairs or restoration and in either case (as to subparagraph ii) grant Purchaser the right to rescind this Purchase Agreement. If Purchaser does not exercise such right of rescission by written notice to Seller, within ten (10) days after Seller grants such right to Purchaser by written notice to Purchaser, then Purchaser shall be deemed to have irrevocably waived such right to rescind, and shall be obligated to close title to the Unit without any abatement of the Purchase Price and without any other claim against Seller by reason of any damage to the Unit or the Building by fire or other casualty. If Purchaser timely elects to cancel this Purchase Agreement, Seller shall return Purchaser's Down Payment, plus all interest accrued thereon.

(b) Notwithstanding Section 18.4(a) above, in the event that Purchaser, or one claiming by or through Purchaser, enters into possession of the Unit prior to the Closing of title (which Purchaser shall have no right to do without the prior consent of Seller, and which Seller may withhold in its sole and absolute discretion), then Purchaser shall bear the risk of loss or other casualty with respect to the Unit, except as otherwise provided in the Offering Plan. Additionally, Purchaser shall be solely responsible for any damage to, or loss or other condition in, the Unit and Seller shall not be obligated to repair any damages to the Unit or his appliances, fixtures and equipment, except as otherwise provided in the Offering Plan. However, Purchaser does not assume the risk of loss to the Unit if the cause of such loss originated outside his Unit and did not result from the acts of Purchaser or the other occupants of the Unit or Purchaser's guests, invitees or workmen. If Purchaser is obligated to repair the damage in accordance with the foregoing, then his failure to repair the damage shall not excuse him from paying the balance due under this Purchase Agreement and accepting title to the Unit.

18.4 With respect to all risk of loss after an amendment substantiating the effectiveness of the Offering Plan has been filed, but prior to Closing, Seller is not obliged or liable to repair the damage or restore the Unit other than to repair damage or destruction from fire or other casualty to the Property in order to cure or comply with any work order from an insurer, or to cure or comply with a defect in title or hazardous or dangerous condition against the Property which did not exist on the date of acceptance of the Offering Plan. If Seller or (in the event the Declaration is filed) the Unit Owners elect to repair or replace the loss or damage (i) this Purchase Agreement shall continue in full force and effect, (ii) Purchaser will not have the right to reject title to the Unit or to receive a credit against, or abatement of, the Purchase Price, and (iii) Seller will be entitled to a reasonable period of time to complete (or to permit the Condominium Board to complete) such repairs or replacements. Purchaser will not be required to pay the balance of the Purchase Price unless and until (i) the Unit has been substantially repaired to as near as reasonably possible to its condition immediately prior to the casualty, and (ii) its essential services (such as gas, electricity and heat) and a reasonable means of ingress and egress to the street have been restored. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss will belong entirely to Seller (subject to the rights, if any, of the Condominium Board or other Unit Owners under the provisions of the

Declaration and By-Laws) and if such proceeds are paid to Purchaser, Purchaser will promptly, upon receipt, turn them over to Seller. The provisions of the preceding sentence will survive the Closing.

18.5 In the event that Seller is not obligated to restore or repair, and elects not to restore or repair, or, having commenced any such restoration or repair, elects not to complete such restoration or repair, as set forth above, and notifies Purchaser that it does not elect to repair or restore the Unit or complete any such repair or restoration that shall have commenced, or if the Unit Owners do not resolve to make such repairs or restoration pursuant to the Condominium's By-Laws, this Purchase Agreement will be deemed canceled and of no further force or effect and Purchaser shall be entitled to a return of the Down Payment (with interest, if any), whereupon the parties will be released and discharged from all obligations and liability hereunder and under the Offering Plan, except those liabilities and obligations that are herein expressly provided to survive the cancellation or termination of this Purchase Agreement. However, if Purchaser is then in default hereunder (beyond the applicable grace period, if any), Seller shall be entitled to receive and/or retain the Down Payment, and any interest accrued thereon, as liquidated damages.

19. Intentionally Deleted.

20. Limitation of Seller's Liability. Seller's liability under this Purchase Agreement for failure to complete and/or deliver or have delivered title for any reasons whatsoever shall be limited to the return of the Down Payment deposited hereunder (with interest, if any), and upon the return of said Down Payment (and interest, if any), this Purchase Agreement shall be null and void and the parties hereto released from any and all liability hereunder and under the Offering Plan except those liabilities and obligations that are expressly provided to survive the cancellation or termination of this Purchase Agreement. In any event, Seller shall not be required to bring any action or proceeding or incur any expense to render the title to the Unit marketable or insurable, or to cure any objection to title.

21. Definitions.

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

21.2 Except where otherwise herein defined, capitalized terms used herein shall have the same meanings as are ascribed thereto in the Offering Plan.

21.3 The "Contract Date" on page 1 of this Purchase Agreement shall be filled in by Seller only upon signing this Purchase Agreement by both Seller and Purchaser, and shall be the date that this Purchase Agreement is delivered to Purchaser or Purchaser's counsel, fully executed by all of the parties hereto.

22. Gender. The use of the masculine gender in this Purchase Agreement shall be deemed to refer to the feminine gender or to an entity whenever the context so requires.

23. **Other Agreements**. This Purchase Agreement supersedes any and all understandings and agreements between the parties and constitutes the entire agreement between them, and no oral representations or statements shall be considered a part hereof.

24. **Amendment of Purchase Agreement**. This Purchase Agreement may not be amended, altered or discharged except by agreement in writing signed by the party sought to be charged therewith or by his, her or its duly authorized agent.

25. **Brokerage**. Purchaser represents and warrants to Seller that Purchaser did not negotiate with any broker for the purchase of the Unit other than the Selling Agent and the Broker named on Page 1 of this Purchase Agreement. Purchaser and Seller each agree to indemnify and hold each other harmless from any and all liabilities arising from claims made against them for commissions by any broker other than the above-named on account of each other's act or the acts of each other's representatives. Seller shall pay the commission of the above named broker(s) pursuant to a separate agreement. The provisions of this Paragraph shall survive the Closing or the cancellation of this Purchase Agreement.

26. **Governing Law**. This Purchase Agreement shall be governed by and construed in accordance with the law of the State of New York.

27. **Jury Waiver**. Purchaser hereby waives trial by jury in any action, proceeding, or counterclaim involving any matter whatsoever arising out of, or in any way connected with this Purchase Agreement or the relationship of the parties as Purchaser and Seller, or the right of Purchaser to any statutory relief or remedy.

28. **Acceptance by Seller**. THE SUBMISSION OF THIS PURCHASE AGREEMENT SHALL NOT BE DEEMED TO CONSTITUTE AN OFFER TO SELL, OR AN OPTION TO PURCHASE, AND THIS PURCHASE AGREEMENT SHALL NOT BE BINDING UPON SELLER UNLESS AND UNTIL IT IS EXECUTED AND DELIVERED BY BOTH PURCHASER AND SELLER AND, IN SUCH EVENT, SUBJECT TO ALL THE TERMS AND CONDITIONS HEREOF.

29. **Transfer Tax Return**. At Closing, Purchaser will duly complete and sign before a Notary Public the Real Property Transfer Tax Return required to be filed with the City of New York and the appropriate New York State Real Estate Transfer Tax Return and Credit Line Mortgage Certificate (NYS form TP-584 or its successor) required to be filed with the New York County Register's office. These transfer tax returns shall be delivered at Closing to the representative of Purchaser's title insurance company (or, if none, to Seller's attorney) for filing with the proper governmental offices. Purchaser shall also execute and deliver to Seller a W-8 or W-9 Internal Revenue Service form upon signing this Purchase Agreement.

30. **Survival**. The Closing of title to the Unit and the delivery of the deed thereto shall be deemed full compliance by Seller with each and every term of this Purchase Agreement, except as to any item specifically listed and excepted therefrom.

31. **Conflict with Offering Plan**. Any conflict between the Offering Plan and this Purchase Agreement will be resolved in favor of the Offering Plan.

32. Foreign Investment in Real Property Tax Act. Pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA), upon disposition of a United States real property interest by a foreign person on or after January 1, 1985, the purchaser of such real property interest must deduct and withhold a tax equal to ten percent (10%) of the purchase price unless the seller furnishes a certificate that it is not a foreign entity or individual. Seller will furnish to Purchaser a non-foreign certification at closing, thereby complying with FIRPTA and relieving Purchaser from any withholding obligations.

33. Prohibition Against Advertising. Prior to Closing, Purchaser shall not 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 Seller's prior written consent.

34. Rules of Construction. There shall be no presumption against the draftsman of this Purchase Agreement or the Offering Plan.

35. Costs of Enforcing and Defending This Purchase Agreement. Purchaser shall be obligated to reimburse Seller for any legal fees and disbursements incurred by Seller in defending Seller's rights under this Purchase Agreement or, in the event Purchaser defaults under this Purchase Agreement beyond any applicable grace period, in canceling this Purchase Agreement or otherwise enforcing Purchaser's obligations or Seller's rights hereunder. Further, Purchaser shall be obligated to pay to Seller, upon demand, any and all legal fees and disbursements incurred by Seller in defending any legal action, proceeding or counterclaim brought by Purchaser (whether by itself or with other plaintiff(s) or claimant(s)) against Seller with respect to the Offering Plan (or any amendment(s) thereto), the Declaration of Condominium (or any amendment(s) thereto), or the By-Laws (or any amendment(s) thereto). This provision shall survive the Closing or the cancellation or termination of this Purchase Agreement.

36. Strict Compliance. Any failure by Seller to insist upon the strict performance by Purchaser of any of the provisions of this Purchase Agreement shall not be deemed a waiver of any of the provisions hereof, and Seller notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Purchaser of any and all of the provisions of this Purchase Agreement to be performed by Purchaser.

37. Performance by and Liability of Seller. Purchaser's acceptance of the deed for the Unit shall be deemed to be a full performance and discharge of each and every agreement and obligation on the part of Seller to be performed pursuant to the provisions of this Purchase Agreement, the Offering Plan, General Business Law §352-e, and applicable regulations thereunder, except those (if any) herein or therein expressly stated to survive delivery of such deed.

38. Partial Assignment of Mortgage. In the event that Purchaser applies for mortgage financing, and in the event that Seller has an outstanding mortgage loan ("Mortgage") at the time of Closing, Purchaser shall make a good faith effort to cooperate with Seller and Seller's lender to facilitate a partial assignment of Seller's Mortgage to Purchaser, as more fully described in the "Unit Closing Costs and Adjustments" section of the Offering Plan.

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

IN WITNESS WHEREOF, Seller and Purchaser have executed this Purchase Agreement as of the Contract Date.

_____

PURCHASER:
DATE: _____

_____

PURCHASER
DATE: _____

ACCEPTED:

CRESCENT 110 EQUITIES LLC
BY: CRESCENT 110 MANAGER LLC

BY:_____

DATE: _____

WITH RESPECT TO PARAGRAPH 16:

SEIDEN & SCHEIN, P.C.

By: _____

FORM OF

PURCHASE AGREEMENT

FOR 421-A AFFORDABLE UNITS

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THE 285 WEST 110TH STREET CONDOMINIUM

PURCHASE AGREEMENT

UNIT NUMBER _____

2040 FREDERICK DOUGLASS BOULEVARD
(ALSO KNOWN AS 285 WEST 110TH STREET),
NEW YORK, NEW YORK

CONTRACT DATE: _____

UNIT NUMBER: _____ **PERCENTAGE OF GENERAL COMMON INTEREST:** _____%

PURCHASER(S) NAME(S):

(1) _____ (2) _____

PURCHASER(S) MAILING ADDRESS(ES):

(1) _____ (2) _____

_____ _____

PURCHASER'S SOCIAL SECURITY NUMBER(S):

(1) _____ (2) _____

PURCHASER'S ATTORNEY: _____

ADDRESS OF PURCHASER'S ATTORNEY: _____

_____

TELEPHONE: (____) ____-_____ **FAX:** (____) ____-_____

PURCHASE PRICE FOR UNIT: $_____

10% DOWN PAYMENT FOR UNIT ("DOWN PAYMENT"): $_____

BALANCE DUE AT CLOSING: $_____

Statement of Seller

Crescent 110 Equities LLC, with an office at 316 West 118th Street, New York, New York 10026 ("Seller"), has promulgated a Plan of Condominium Ownership for The 285 West 110th Street Condominium, located at 2040 Frederick Douglass Boulevard (also known as 285 West 110th Street), New York, New York (the "Plan") pursuant to which the land, the appurtenances and the Units (the "Units") located in the County, City, and State of New York, will be declared to be a condominium under the provisions of Article 9-B of the Real Property Law of the State of New York on the terms and conditions more particularly set forth in the Plan.

Statement of Purchaser

Purchaser acknowledges as follows:

A. Purchaser acknowledges having received and read the Plan and all amendments thereto, if any, filed with the Department of Law of the State of New York (the Plan, together with all such filed amendments, if any, are hereinafter collectively referred to as the "Offering Plan") at least three (3) business days prior to Purchaser's signing this Purchase Agreement. Purchaser understands that if Purchaser has not been afforded at least three (3) business days prior to Purchaser's signing this Purchase Agreement to receive and read the Offering Plan, then in such event, Purchaser shall have seven (7) days after delivering this Purchase Agreement together with the Down Payment (as provided on page 1 of this Purchase Agreement) to rescind this Purchase Agreement and have the Down Payment refunded promptly by either personally delivering a written notice of rescission to Seller or Selling Agent with the seven (7) day period or mailing the notice of rescission to Seller or the Selling Agent and having the mailing postmarked within the seven (7) day period. The Offering 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 Purchase Agreement and the Offering Plan, the provisions of the Offering Plan will govern and be binding.

B. Purchaser has been given an opportunity to examine the architectural plans for the above numbered Unit and for the building in which it is located (the "Building").

C. The Offering Plan, which includes the Declaration to be made by the Seller which is to be recorded in the Office of the Register of the City of New York, County of New York, and the schedules, the By-Laws and Rules and Regulations attached thereto, are incorporated herein by reference and made part of this Purchase Agreement with the same force and effect as if fully set forth herein.

D. Purchaser is desirous of purchasing the above-numbered Unit, as designated in the Declaration and on the floor plans filed or to be filed in the aforesaid Register's Office, together with an undivided interest in the Common Elements appurtenant thereto as set forth in the Offering Plan (the above-numbered Unit and the undivided interest being hereinafter collectively called the "Unit").

Agreement Between Seller and Purchaser

For good and valuable consideration, receipt of which is hereby acknowledged, Seller and Purchaser mutually agree as follows:

1. Payment for Unit. (a) Seller hereby agrees to sell and convey, and Purchaser hereby agrees to purchase, the Unit for the Purchase Price stated above. The Down Payment stated above has been made on the signing of this Purchase Agreement, receipt of which by check subject to collection is hereby acknowledged by Seller. In the event that the Down Payment check is dishonored, this Purchase Agreement shall be deemed to be terminated, and Seller shall have the right to pursue all rights and remedies available to it by law or equity.

(b) The Balance Due at Closing (as provided on page 1 of this Purchase Agreement) shall be payable at the Closing (as hereinafter defined in Paragraph 2) by unendorsed certified or official bank check of Purchaser, or Purchaser's lender, drawn on a bank or trust company which is a member of the New York Clearing House Association (or any successor organization) to the order of Seller or as otherwise directed by Seller.

2. Closing of Title.

2.1 The closing of title to the Unit (the "Closing") shall take place on no less than thirty (30) days prior written notice to Purchaser at such place as Seller may designate, at an hour and on a date (hereinafter called the "Closing Date") to be specified by Seller. If Seller consents to close at any other location as an accommodation to Purchaser, Purchaser shall pay an extra fee to Seller's attorney as set forth in Paragraph 6 hereof. Seller shall have the right, from time to time, to adjourn the Closing Date on written notice to Purchaser. If adjourned, Seller shall fix a new date and time for the Closing and shall give Purchaser not less than five (5) days written notice of the newly scheduled Closing Date. On five (5) business days prior written notice by Purchaser to Seller, Purchaser shall be entitled to no more than one (1) reasonable adjournment of the Closing Date for a period of not more than fifteen (15) days, time being of the essence for Purchaser to pay the Balance Due and otherwise complete the Closing in accordance with this Purchase Agreement by the expiration of such adjournment period. In addition to any other rights Seller may have by reason of Purchaser's failure to timely close title when requested, Seller shall be reimbursed by Purchaser for the cost of any real estate taxes and Common Charges which Seller would not otherwise have had to pay if there had been no unauthorized delay in closing of title by Purchaser.

2.2 The Closing shall occur only after or concurrently with the prerequisites as set forth under the Section entitled "Terms of Sale" in Part I of the Offering Plan.

2.3 At the Closing, Seller shall deliver to Purchaser, or direct the delivery to Purchaser of, a bargain and sale deed, with covenant against grantor's acts, conveying the Unit to Purchaser, such deed to be substantially in the form contained in Part II of the Offering Plan, executed and acknowledged by Seller or as directed by Seller in form for recording.

3. Power of Attorney to Board of Managers. At the Closing and simultaneously with the delivery to Purchaser of the deed conveying the Unit, Purchaser shall execute and acknowledge the power of attorney to the Board of Managers substantially in the form contained

in Part II of the Offering Plan. Purchaser agrees to deliver such power of attorney to Seller or as directed by Seller at the closing of title for recording and to pay the recording fee.

4. Binding Effect of Declaration, Bylaws, Offering Plan, Rules and Regulations. Purchaser hereby agrees to be bound by the Declaration, the Bylaws, the Rules and Regulations, and the Offering Plan. The provisions of this Section 4 shall survive the Closing.

5. Condition of Title. Seller shall give and Purchaser accept such title to the Unit, as Chicago Title Insurance Company ("Chicago Title"), 711 Third Avenue, 5th Floor, New York, New York, 10017 (Tel. 212-880-1207) or any other reputable title insurance company licensed to do business in the State of New York will be willing to insure in accordance with its standard form of title policy which has been approved by the New York State Insurance Department, in fee simple, without exceptions for any liens and encumbrances other than those set forth in the Offering Plan, specifically in Part I thereof in the section entitled "Terms of Sale," and any mortgages obtained by Purchaser.

Notwithstanding the above, the existence of unpaid taxes or liens and encumbrances of any kind at the time of Closing shall not constitute an objection to title, provided that Chicago Title, as agent, or another reputable title insurer licensed to do business in the State of New York shall be willing to insure against collection of same from the Unit herein described. The parties agree that Seller may pay and discharge any liens and encumbrances upon the Property, not provided for in the Offering Plan or this Purchase Agreement, out of the monies to be paid by Purchaser at the time of closing title.

6. Expenses of Closing and Closing Adjustments.

6.1 At Closing, Purchaser will pay the Closing costs and expenses referred to in the section of the Offering Plan (as same may be amended to date) titled "Unit Closing Costs and Adjustments," which costs and expenses include, but are not limited to, the amount of any credit for mortgage recording tax as set forth in such section, payment for title insurance, if Purchaser elects or is required by its lender to obtain same, recording fees for recording the Deed and Power of Attorney, Seller's attorney's fees for closing the Unit, and, if Purchaser obtains a mortgage loan, the costs associated with obtaining such mortgage loan. The legal fees of Seller's attorneys in the amount of $2,000.00 will be payable by Purchaser to Seiden & Schein, P.C., provided that an additional fee of $500.00 per Closing shall be due and payable for any Unit closing which occurs other than in the office of Seller's attorneys. An additional sum of $350.00 shall be payable by Purchaser to Seller's attorneys for services rendered in connection with the review and clearing of title. An additional fee of $500.00 shall be due and payable to Sponsor's attorneys for any previously scheduled Unit Closing which is adjourned by Purchaser less than five (5) business days before such Unit Closing is scheduled to occur. A further fee of $500.00 shall be payable by Purchaser to Seller's attorneys for the work involved for each assignment of a Purchase Agreement that is permitted by Seller. Assignments are permitted only pursuant to the terms of the Offering Plan. Any fees payable to Seller's attorney by Purchaser will be paid by certified check or official bank check drawn on a bank or trust company which is which is a member of the New York Clearing House Association or any successor organization. Purchasers will also pay to the Board of Managers (i) a sum equal to two (2) months of Common Charges for the Unit being purchased as Purchaser's contribution to the Working Capital Fund of the

Condominium, (ii) a sum equal to one (1) month of Common Charges as Purchaser's contribution to the Condominium's reserve fund, (iii) a contribution for the application for 421-a real estate tax benefits which shall be equal to the preliminary 421-a filing fee of $440,000.00 multiplied by the percentage of Common Interest for the Unit to which title is conveyed by Sponsor to Purchaser. Purchaser shall make a contribution toward the Board's purchase of Unit 7C, as provided on **Schedule A-1** in the Offering Plan.

6.2 Except as otherwise provided in this Purchase Agreement or in the Offering Plan, real estate taxes and Common Charges and expenses shall be adjusted between Seller and Purchaser as of midnight preceding the Closing Date in accordance with the provisions of the Offering Plan. Any such expenses or adjustments payable to Seller in excess of $500.00 will be paid by unendorsed certified check or official bank check drawn on a bank or trust company which is a member of the New York Clearing House Association (or any successor organization). This paragraph shall survive the Closing.

6.3 If Seller obtains a refund for real estate taxes paid (or a credit for such taxes to be paid) on the Unit, Purchaser and Seller 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.

6.4 Any errors or omissions in computing apportionments at Closing shall be corrected and payment made to the proper party promptly after discovery. The provisions of this subsection shall survive the Closing.

7. Purchase Agreement Subject to Mortgages. Purchaser agrees that all terms and provisions of this Purchase Agreement are and shall be subject and subordinate to the lien of any mortgage(s) heretofore or hereafter made and any advances heretofore or hereafter made thereon and any payments or expenses already made or incurred or which may hereafter 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 whether such advances are voluntary or involuntary and whether made in accordance with the loan schedule of payments or accelerated thereunder by virtue of lender's right to make advances before they become due in accordance with the schedule of payments. Notwithstanding anything to the contrary contained in this Paragraph 7, however, as of the conclusion of the Closing the only mortgage(s) to which the Unit will be subject to a title exception will be the mortgage(s) obtained by Purchaser.

8. No Financing Contingency. NEITHER THIS PURCHASE AGREEMENT NOR ANY OF PURCHASER'S OBLIGATIONS HEREUNDER ARE CONTINGENT UPON PURCHASER OBTAINING MORTGAGE OR OTHER FINANCING. UPON EXECUTING THIS PURCHASE AGREEMENT, PURCHASER SHALL BE OBLIGATED TO CLOSE TITLE WHETHER OR NOT PURCHASER OBTAINS A MORTGAGE LOAN OR OTHER FINANCING FOR THE PURCHASE OF THE UNIT.

9. Default by Purchaser. If Purchaser shall fail to pay any portion of the Purchase Price when due, or shall fail to close title on the date, hour and place specified by Seller pursuant

to Paragraph 2 hereof, or shall fail to perform any of Purchaser's other obligations hereunder (including, without limitation, the obligation to furnish any lender promptly with such information as such lender may require), Seller may send notice to Purchaser of Seller's intention to cancel this Purchase Agreement if such default shall not be cured within thirty (30) days from the mailing date of such notice. TIME IS OF THE ESSENCE FOR PURCHASER TO CURE ANY DEFAULT UNDER THIS PURCHASE AGREEMENT WITHIN SUCH THIRTY (30) DAY PERIOD. "Time is of the essence" means that if such default is not cured within thirty (30) days from the mailing date of such written notice, Seller may (but shall not be obligated to) elect to cancel this Purchase Agreement by notice of cancellation to Purchaser sent after the cure period has expired. In the event that Seller shall elect so to cancel this Purchase Agreement, Seller shall certify to its attorneys, Seiden & Schein, P.C., that title has not closed because of Purchaser's default and that Seller has elected to cancel this Purchase Agreement by reason thereof, and Seiden & Schein, P.C., pursuant to Paragraph 16 hereunder, shall cause to have paid over to Seller, as liquidated damages, the Down Payment and the interest earned thereon (if any), and upon such payment being made, each of the parties hereto shall be relieved of any further liabilities or obligations hereunder, except as to provisions in this Purchase Agreement which specifically survive the cancellation of this Purchase Agreement. If this Purchase Agreement shall be canceled by Seller pursuant to the provisions of this Paragraph 9, Seller may sell the Unit to any third party and shall be under no obligation to account to Purchaser for any part of the proceeds of such sale. Seiden & Schein, P.C. may rely upon the truth and accuracy of the facts contained in Seller's certification and the authority of the person or persons executing the same and shall have no liability as a result of such reliance.

10. **No Assignment**. Purchaser shall have no right to assign this Purchase Agreement without Seller's prior written consent, which consent may be withheld or denied by Seller for any reason or no reason. Any purported assignment of this Purchase Agreement in violation thereof shall be voidable at the option of Seller.

11. **Notices**. Any notice to be given hereunder shall be in writing and sent by registered or certified mail or personal delivery to Purchaser at the address given above with a copy to Purchaser's attorney (named on Page 1 of this Purchase Agreement) and to Seller at 316 West 118th Street, New York, New York, 10026 (with copy to Seiden & Schein, P.C., 570 Lexington Avenue, New York, New York 10022, Attention: Alvin Schein, Esq.) or at such other address as either party may hereafter designate to the other in writing. The date of mailing shall be deemed to be the date of the giving of notice, except that the date of actual receipt shall be deemed to be the date of the giving of any notice of change of address.

12. **No Representation**. Except as herein or in the Offering Plan specifically set forth, Purchaser acknowledges that he has not relied upon any architect's plans, sales plans, selling brochures, advertisements, representations, warranties or statements of any nature, whether made by Seller, Seller's attorney or Selling Agent or otherwise, including, but not limited to, any relating to the description or physical condition of the Building or the Unit, the size or the dimensions of the Unit or the rooms therein contained or any other physical characteristics thereof, the Building services, the estimated Common Charges and expenses allocable to the Unit or the right to any income tax deduction on account of any real estate taxes and/or mortgage interest paid by Purchaser. Purchaser agrees that Seller shall have no liability or responsibility to Purchaser if any such estimate of Common Charges or expenses is incorrect, or

any such income tax deduction is not permitted to Purchaser, or the layout or dimensions of the Unit or any part thereof or of the Common Elements as shown on the floor plans or on the architectural plans and specifications for the Building is not accurate or correct, provided such layout or dimensions conform substantially to the floor plans and the architectural plans and specifications for the Building in accordance with the Offering Plan and that Purchaser will not be relieved from its obligations hereunder by reason of any minor inaccuracy or error. Further, Seller shall not be liable for any condition to the Unit or the Common Elements of the Building which is disclosed in the section of the Offering Plan entitled "Rights and Obligations of Sponsor". All of the provisions of the Offering Plan which disclaim or limit any liabilities, warranties, or other obligations of Seller are incorporated by reference into this Purchase Agreement.

13. Recording of Deed and Power of Attorney. At the Closing, Purchaser will deliver the executed deed received from Seller and executed and acknowledged power of attorney to the representative of the title company, if any, or to Seller for recording in the Office of the Register of the City of New York, County of New York. Such deed and power of attorney will be substantially in the forms for such documents which are set forth in the Offering Plan.

14. Binding Effect. This Purchase Agreement shall not be effective or binding on Seller until a counterpart hereof is executed by Seller and delivered to Purchaser. Subject to the provisions hereof, this Purchase Agreement shall bind and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns.

15. Purchase Agreement Subject to Offering Plan Becoming Effective; Seller's Right to Cancel. This Purchase Agreement is contingent upon the Offering Plan being declared effective. The Offering Plan may be abandoned by Seller at any time for any reason or no reason prior to its being declared effective, provided Purchase Agreements for not more than 80% of the Units have been fully executed, delivered, and accepted. If the Offering Plan is abandoned prior to becoming effective, this Purchase Agreement shall be deemed canceled, and the Offering Plan terminated, and Purchaser shall receive back, not later than twenty (20) days thereafter, in full, the Down Payment, plus any interest accrued thereon, and upon such repayment each party shall be relieved of any further liabilities and shall be released from all obligations hereunder and under the Offering Plan, except those liabilities and obligations that are herein expressly provided to survive the cancellation or termination of this Agreement.

16. Monies to be Held in Trust; Payment of Purchase Price; Notice of Closing.

16.1 The law firm of Seiden & Schein, P.C., with an address at 570 Lexington Avenue, 14th Floor, New York, New York 10022, telephone number (212) 935-1400, shall serve as escrow agent (the "Escrow Agent") for Seller and Purchaser. Escrow Agent has designated Jay G. Seiden, Esq., Alvin Schein, Esq., and Adam A. Levenson, Esq., to serve as signatories on the "Escrow Account," as defined below. 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 Seller, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in the Escrow Account.

16.2 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 this Purchase Agreement or otherwise concerning the release of the Deposit from Escrow.

16.3 The required Down Payment pursuant to this Purchase Agreement shall be ten percent (10%) of the Purchase Price for the Unit. All monies, including all deposits for special work ("Special Work Deposits"), the Down Payment, or advances, received by Seller (collectively, "Deposits") through its agents or employees pursuant to this Purchase Agreement either prior to or subsequent to the consummation of the Offering Plan will be deposited by Escrow Agent in a segregated, special escrow account or accounts titled "Seiden & Schein, P.C., Attorney Escrow Account", or similar name, with the name of Purchaser and Unit number added to the title of a sub-account with Wells Fargo Bank, N.A. at its branch located at 866 Third Avenue, New York, New York (the "Escrow Account"). Such account or accounts shall be interest bearing if so requested by Purchaser in accordance with Section 71-a(3) of the Lien Law. The Escrow Account is not an IOLA account. The Escrow Account is federally insured by the FDIC to the maximum amount of $250,000. Such $250,000 coverage includes, in the aggregate, the Down Payment, plus any and all other deposits that Purchaser has on account at Wells Fargo Bank, N.A. Any Purchaser deposits at Wells Fargo Bank, N.A. (including the Down Payment) which, in the aggregate, exceed $250,000 will not be insured by the FDIC. The Down Payment will be held in trust in accordance with the escrow and trust provisions of Sections 352(h) and 352-e(2-b) of the New York General Business Law, the terms and conditions of the Offering Plan, and the Regulations promulgated pursuant to said Section 352-e(2-b) by the Attorney General's Office. Down Payments, with any accumulated interest, shall remain the property of Purchaser, except as provided by law, and as provided herein. Any Federal 1099 forms or other tax forms required to be forwarded by Escrow Agent to recipients of interest will be mailed by Escrow Agent to Purchaser (or to the designated interest-earning recipient of Purchaser, if Purchaser comprises two or more parties).

16.4 All Deposits tendered by Purchaser shall be in the form of a check which identifies Purchaser, and is made payable by Purchaser to the order of Seiden & Schein, P.C., as Escrow Agent.

16.5 Within five (5) business days after this Purchase Agreement has been executed by Purchaser, Seller, and Escrow Agent, Escrow Agent shall place the Deposit into the Escrow Account. Within ten (10) business days after the Deposit has been placed into the Escrow Account, Escrow Agent shall send written notice to the Purchaser and Seller. The notice shall provide the account number and the initial interest rate to be earned on the Down Payment. Any Special Work Deposit shall be initially deposited into the Escrow Account, and released in accordance to the terms of this Purchase Agreement.

16.6 If Purchaser does not receive written notice of such deposit within fifteen (15) business days after tender of the executed Purchase Agreement and Deposit, he or she may cancel the Purchase Agreement within ninety (90) days after tender of the executed Purchase Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 120 Broadway, 23rd Floor, New York, New York 10271. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the

Down Payment 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.

16.7 All Down Payments, but not Special Work Deposits made for upgrades, extras, or custom work received in connection with this Purchase Agreement, are and shall continue to be the Purchaser's money, and may not be comingled with any other money or pledged or hypothecated by Seller, as per GBL § 352-h.

16.8 Under no circumstances shall Seller seek or accept release of the Down Payment 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 Seller of its obligations pursuant to GBL §§ 352-e and 352-h.

16.9 The Escrow Agent shall release the Down Payment if so directed:

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

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

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

If the Escrow Agent is not directed to release the Down Payment pursuant to paragraphs (a) through (c) above, and the Escrow Agent receives a request by either party to release the Down Payment, then the Escrow Agent must give both the Purchaser and Seller prior written notice of not fewer than thirty (30) days after the expiration of the thirty (30) day default cure period (time being of the essence), as provided in Paragraph 9 hereof, before releasing the Down Payment (the "30 Day Escrow Notice"). If the Escrow Agent has not received notice of objection to the release of the Down Payment prior to the expiration of the 30 Day Escrow Notice, the Down Payment shall be released to Seller as liquidated damages and the Escrow Agent shall provide further written notice to both parties informing them of said release. The disposition of the Special Work Deposit shall be determined in accordance with the rider to this Purchase Agreement [delete if there is no Special Work Deposit]. If the Escrow Agent receives a written notice from either party objecting to the release of the Down Payment within the thirty (30) day period pursuant to the 30 Day Escrow Notice, the Escrow Agent shall continue to hold the Down Payment 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 Down Payment contained in the Escrow Account with the New York County Clerk and shall give written notice to both parties of such deposit.

16.10 Seller shall not object to the release of the Down Payment 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.

16.11 Any provision of this 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 Down Payment 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.

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

16.13 A fiduciary relationship shall exist between Escrow Agent, and Purchaser, and Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to GBL §§ 352-e and 352-h

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

16.15 Seller 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 and 352-h and the New York State Department of Law's regulations.

16.16 Prior to release of the Down Payment, Escrow Agent's fees and disbursements shall neither be paid by Seller from the Down Payment nor deducted from the Down Payment by any financial institution under any circumstance.

16.17 In the event of an uncured default by Purchaser in its obligations under this Purchase Agreement, the Down Payment and all other monies deposited by Purchaser with Escrow Agent or Seller pursuant to this Purchase Agreement or any amendment thereto, plus all interest earned thereon, shall be paid over to Seller as liquidated damages; provided that Purchaser shall also be liable to Seller for the actual cost incurred by Seller for any special work in the Unit ordered by Purchaser, less any monies which were deposited by Purchaser on account of special work and either paid over to or retained by Seller as liquidated damages. Seller agrees not to seek the remedy of specific performance for the payment of the Balance of the Purchase Price in connection with this Purchase Agreement as to which there has been a default by Purchaser. In the event of an uncured default by Seller in its obligations under this Purchase Agreement, Purchaser agrees not to seek the remedy of specific performance for the transfer of title to the Unit which is the subject of this Purchase Agreement, and agrees that Purchaser's sole remedy as against Seller shall be to allege monetary damages.

16.18 Following the declaration of effectiveness of the Offering Plan, Purchaser will be given at least thirty (30) days prior written notice of the Closing Date hereunder. In the event that the Closing does not occur within five (5) years after the Contract Date, this Purchase Agreement shall be deemed to be null and void.

17. Equipment and Furnishings. Seller shall have no obligation to provide Purchaser with any fixtures, equipment, hardware, appliances and/or furnishings other than those which are specifically referred to in the Offering Plan to be provided to Purchaser with the Unit as part of the Purchase Price. Furnishings, equipment, appliances and/or decorations in any model unit or sales office not referred to in the Offering Plan are excluded from this sale unless specifically included by a rider to this Purchase Agreement. The cost of any such items will be added to the Purchase Price of the Unit.

18. Acceptance of Condition of Unit; Risk of Loss.

18.1 The signing of this Purchase Agreement by Purchaser signifies Purchaser's acceptance of the condition of the Property as represented by Sponsor in the Offering Plan, including the Building, the Common Elements, and the Unit and all fixtures, machinery, equipment, furnishings, appliances, installations and other personal property contained therein (hereinafter collectively called "Installations") in their respective existing conditions, ordinary wear and tear excepted between the date Purchaser signs this Purchase Agreement and delivery of the deed to Purchaser. Purchaser acknowledges having read the Section of the Offering Plan entitled "Description of Property and Specifications" set forth in Part II of the Offering Plan, which sets forth a description of the physical condition of the Building, and acknowledged having been given the opportunity to review the reports referred to in the Section of the Offering Plan entitled "Sponsor's Statement of Building Condition." Purchaser understands that Sponsor has no obligation to make any repairs, improvements or decorations in or to the Property, the Building, the Unit or the Installations, except as may otherwise be set forth in the Offering Plan. In connection therewith, Purchaser acknowledges having read the Section of the Offering Plan entitled "Rights and Obligations of Sponsor."

18.2 Prior to the Closing of title to the Unit, no Purchaser shall be permitted to enter the Unit without the prior consent of Seller. Purchaser shall have the right to enter and inspect such Unit on one (1) occasion prior to the Closing of title in the presence of a representative of Seller, but shall be obligated to make an inspection appointment with Seller. Under no circumstances shall Purchaser perform or cause to be performed any work in such Unit prior to the Closing of title thereto. Purchaser understands that the existence of any incomplete items of construction at Closing which do not materially affect the use and operation of the Unit shall not be grounds for Purchaser to adjourn the Closing beyond the fifteen day period (time being of the essence) provided in Section 2.1 hereof, or to refuse to pay the balance of the Purchase Price of such Purchaser's Unit and close title to Purchaser's Unit.

18.3 (a) Except as set forth below, the risk of loss from fire or other casualty with respect to the Unit shall remain with Seller until the Closing of title for the Unit. Seller, at its sole discretion, reserves the right either (i) to repair or restore such Unit, whereupon Purchaser shall be obligated to close title without an abatement in the Purchase Price and without any claim against Seller by reason of any damage to the Unit or the Building resulting from such

fire or casualty, or (ii) to not repair or restore, or, having commenced any such repair or restoration, to thereafter elect not to complete such repairs or restoration and in either case (as to subparagraph ii) grant Purchaser the right to rescind this Purchase Agreement. If Purchaser does not exercise such right of rescission by written notice to Seller, within ten (10) days after Seller grants such right to Purchaser by written notice to Purchaser, then Purchaser shall be deemed to have irrevocably waived such right to rescind, and shall be obligated to close title to the Unit without any abatement of the Purchase Price and without any other claim against Seller by reason of any damage to the Unit or the Building by fire or other casualty. If Purchaser timely elects to cancel this Purchase Agreement, Seller shall return Purchaser's Down Payment, plus all interest accrued thereon.

(b) Notwithstanding Section 18.4(a) above, in the event that Purchaser, or one claiming by or through Purchaser, enters into possession of the Unit prior to the Closing of title (which Purchaser shall have no right to do without the prior consent of Seller, and which Seller may withhold in its sole and absolute discretion), then Purchaser shall bear the risk of loss or other casualty with respect to the Unit, except as otherwise provided in the Offering Plan. Additionally, Purchaser shall be solely responsible for any damage to, or loss or other condition in, the Unit and Seller shall not be obligated to repair any damages to the Unit or his appliances, fixtures and equipment, except as otherwise provided in the Offering Plan. However, Purchaser does not assume the risk of loss to the Unit if the cause of such loss originated outside his Unit and did not result from the acts of Purchaser or the other occupants of the Unit or Purchaser's guests, invitees or workmen. If Purchaser is obligated to repair the damage in accordance with the foregoing, then his failure to repair the damage shall not excuse him from paying the balance due under this Purchase Agreement and accepting title to the Unit.

18.4 With respect to all risk of loss after an amendment substantiating the effectiveness of the Offering Plan has been filed, but prior to Closing, Seller is not obliged or liable to repair the damage or restore the Unit other than to repair damage or destruction from fire or other casualty to the Property in order to cure or comply with any work order from an insurer, or to cure or comply with a defect in title or hazardous or dangerous condition against the Property which did not exist on the date of acceptance of the Offering Plan. If Seller or (in the event the Declaration is filed) the Unit Owners elect to repair or replace the loss or damage (i) this Purchase Agreement shall continue in full force and effect, (ii) Purchaser will not have the right to reject title to the Unit or to receive a credit against, or abatement of, the Purchase Price, and (iii) Seller will be entitled to a reasonable period of time to complete (or to permit the Condominium Board to complete) such repairs or replacements. Purchaser will not be required to pay the balance of the Purchase Price unless and until (i) the Unit has been substantially repaired to as near as reasonably possible to its condition immediately prior to the casualty, and (ii) its essential services (such as gas, electricity and heat) and a reasonable means of ingress and egress to the street have been restored. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss will belong entirely to Seller (subject to the rights, if any, of the Condominium Board or other Unit Owners under the provisions of the Declaration and By-Laws) and if such proceeds are paid to Purchaser, Purchaser will promptly, upon receipt, turn them over to Seller. The provisions of the preceding sentence will survive the Closing.

18.5 In the event that Seller is not obligated to restore or repair, and elects not to restore or repair, or, having commenced any such restoration or repair, elects not to complete such restoration or repair, as set forth above, and notifies Purchaser that it does not elect to repair or restore the Unit or complete any such repair or restoration that shall have commenced, or if the Unit Owners do not resolve to make such repairs or restoration pursuant to the Condominium's By-Laws, this Purchase Agreement will be deemed canceled and of no further force or effect and Purchaser shall be entitled to a return of the Down Payment (with interest, if any), whereupon the parties will be released and discharged from all obligations and liability hereunder and under the Offering Plan, except those liabilities and obligations that are herein expressly provided to survive the cancellation or termination of this Purchase Agreement. However, if Purchaser is then in default hereunder (beyond the applicable grace period, if any), Seller shall be entitled to receive and/or retain the Down Payment, and any interest accrued thereon, as liquidated damages.

19. Intentionally Deleted.

20. Limitation of Seller's Liability. Seller's liability under this Purchase Agreement for failure to complete and/or deliver or have delivered title for any reasons whatsoever shall be limited to the return of the Down Payment deposited hereunder (with interest, if any), and upon the return of said Down Payment (and interest, if any), this Purchase Agreement shall be null and void and the parties hereto released from any and all liability hereunder and under the Offering Plan except those liabilities and obligations that are expressly provided to survive the cancellation or termination of this Purchase Agreement. In any event, Seller shall not be required to bring any action or proceeding or incur any expense to render the title to the Unit marketable or insurable, or to cure any objection to title.

21. Definitions.

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

21.2 Except where otherwise herein defined, capitalized terms used herein shall have the same meanings as are ascribed thereto in the Offering Plan.

21.3 The "Contract Date" on page 1 of this Purchase Agreement shall be filled in by Seller only upon signing this Purchase Agreement by both Seller and Purchaser, and shall be the date that this Purchase Agreement is delivered to Purchaser or Purchaser's counsel, fully executed by all of the parties hereto.

22. Gender. The use of the masculine gender in this Purchase Agreement shall be deemed to refer to the feminine gender or to an entity whenever the context so requires.

23. Other Agreements. This Purchase Agreement supersedes any and all understandings and agreements between the parties and constitutes the entire agreement between them, and no oral representations or statements shall be considered a part hereof.

24. **Amendment of Purchase Agreement**. This Purchase Agreement may not be amended, altered or discharged except by agreement in writing signed by the party sought to be charged therewith or by his, her or its duly authorized agent.

25. **Brokerage**. Purchaser represents and warrants to Seller that Purchaser did not negotiate with any broker for the purchase of the Unit other than the Selling Agent and the Broker named on Page 1 of this Purchase Agreement. Purchaser and Seller each agree to indemnify and hold each other harmless from any and all liabilities arising from claims made against them for commissions by any broker other than the above-named on account of each other's act or the acts of each other's representatives. Seller shall pay the commission of the above named broker(s) pursuant to a separate agreement. The provisions of this Paragraph shall survive the Closing or the cancellation of this Purchase Agreement.

26. **Governing Law**. This Purchase Agreement shall be governed by and construed in accordance with the law of the State of New York.

27. **Jury Waiver**. Purchaser hereby waives trial by jury in any action, proceeding, or counterclaim involving any matter whatsoever arising out of, or in any way connected with this Purchase Agreement or the relationship of the parties as Purchaser and Seller, or the right of Purchaser to any statutory relief or remedy.

28. **Acceptance by Seller**. THE SUBMISSION OF THIS PURCHASE AGREEMENT SHALL NOT BE DEEMED TO CONSTITUTE AN OFFER TO SELL, OR AN OPTION TO PURCHASE, AND THIS PURCHASE AGREEMENT SHALL NOT BE BINDING UPON SELLER UNLESS AND UNTIL IT IS EXECUTED AND DELIVERED BY BOTH PURCHASER AND SELLER AND, IN SUCH EVENT, SUBJECT TO ALL THE TERMS AND CONDITIONS HEREOF.

29. **Transfer Tax Return**. At Closing, Purchaser will duly complete and sign before a Notary Public the Real Property Transfer Tax Return required to be filed with the City of New York and the appropriate New York State Real Estate Transfer Tax Return and Credit Line Mortgage Certificate (NYS form TP-584 or its successor) required to be filed with the New York County Register's office. These transfer tax returns shall be delivered at Closing to the representative of Purchaser's title insurance company (or, if none, to Seller's attorney) for filing with the proper governmental offices. Purchaser shall also execute and deliver to Seller a W-8 or W-9 Internal Revenue Service form upon signing this Purchase Agreement. Seller shall pay the City and State transfer taxes due in connection with this transaction.

30. **Survival**. The Closing of title to the Unit and the delivery of the deed thereto shall be deemed full compliance by Seller with each and every term of this Purchase Agreement, except as to any item specifically listed and excepted therefrom.

31. **Conflict with Offering Plan**. Any conflict between the Offering Plan and this Purchase Agreement will be resolved in favor of the Offering Plan.

32. **Foreign Investment in Real Property Tax Act**. Pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA), upon disposition of a United States real property interest by a foreign person on or after January 1, 1985, the purchaser of such real

property interest must deduct and withhold a tax equal to ten percent (10%) of the purchase price unless the seller furnishes a certificate that it is not a foreign entity or individual. Seller will furnish to Purchaser a non-foreign certification at closing, thereby complying with FIRPTA and relieving Purchaser from any withholding obligations.

33. Prohibition Against Advertising. Prior to Closing, Purchaser shall not 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 Seller's prior written consent.

34. Rules of Construction. There shall be no presumption against the draftsman of this Purchase Agreement or the Offering Plan.

35. Costs of Enforcing and Defending This Purchase Agreement. Purchaser shall be obligated to reimburse Seller for any legal fees and disbursements incurred by Seller in defending Seller's rights under this Purchase Agreement or, in the event Purchaser defaults under this Purchase Agreement beyond any applicable grace period, in canceling this Purchase Agreement or otherwise enforcing Purchaser's obligations or Seller's rights hereunder. Further, Purchaser shall be obligated to pay to Seller, upon demand, any and all legal fees and disbursements incurred by Seller in defending any legal action, proceeding or counterclaim brought by Purchaser (whether by itself or with other plaintiff(s) or claimant(s)) against Seller with respect to the Offering Plan (or any amendment(s) thereto), the Declaration of Condominium (or any amendment(s) thereto), or the By-Laws (or any amendment(s) thereto). This provision shall survive the Closing or the cancellation or termination of this Purchase Agreement.

36. Strict Compliance. Any failure by Seller to insist upon the strict performance by Purchaser of any of the provisions of this Purchase Agreement shall not be deemed a waiver of any of the provisions hereof, and Seller notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Purchaser of any and all of the provisions of this Purchase Agreement to be performed by Purchaser.

37. Performance by and Liability of Seller. Purchaser's acceptance of the deed for the Unit shall be deemed to be a full performance and discharge of each and every agreement and obligation on the part of Seller to be performed pursuant to the provisions of this Purchase Agreement, the Offering Plan, General Business Law §352-e, and applicable regulations thereunder, except those (if any) herein or therein expressly stated to survive delivery of such deed.

38. Partial Assignment of Mortgage. In the event that Purchaser applies for mortgage financing, and in the event that Seller has an outstanding mortgage loan ("Mortgage") at the time of Closing, Purchaser shall make a good faith effort to cooperate with Seller and Seller's lender to facilitate a partial assignment of Seller's Mortgage to Purchaser, as more fully described in the "Unit Closing Costs and Adjustments" section of the Offering Plan.

39. HPD Requirements for 421-a Affordable Units. Purchaser shall be subject to the conditions and qualifications set forth by the New York City Department of Housing Preservation and Development ("HPD") which are described in the Plan, and are incorporated

herein by reference. As a condition of purchasing the 421-a Affordable Unit, Purchaser shall be required to qualify as an Eligible Purchaser, and Purchaser shall execute any documentation necessary to satisfy HPD's requirements. Notwithstanding any provisions herein to the contrary, this Purchase Agreement may be rescinded by Seller if Purchaser is found to have falsely or fraudulently certified income or household composition in connection with the purchase of the Unit. In the event that Seller so rescinds this Purchase Agreement, Seller shall return Purchaser's Down Payment with all interest accrued and thereafter neither party shall have any further rights or obligations with respect to this Purchase Agreement.

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

IN WITNESS WHEREOF, Seller and Purchaser have executed this Purchase Agreement as of the Contract Date.

_____

PURCHASER:
DATE: _____

_____

PURCHASER
DATE: _____

ACCEPTED:

CRESCENT 110 EQUITIES LLC
BY: CRESCENT 110 MANAGER LLC

BY:_____

DATE: _____

WITH RESPECT TO PARAGRAPH 16:

SEIDEN & SCHEIN, P.C.

BY:_____

POWER OF ATTORNEY

The undersigned, _____, residing at 2040 Frederick Douglass Boulevard (also known as 285 West 110th Street), New York, New York 10026, being the Unit Owner of Unit No. _____ in the Condominium known as The 285 West 110th Street Condominium (the "Condominium"), consisting of the property submitted to the provisions of Article 9-B of the Real Property Law of the State of New York pursuant to Declaration dated _____, and recorded in the New York County office of the Register of the City of New York on _____ in CRFN _____ and on the Floor Plans on file in said office as Map No. _____, do(es) hereby nominate, constitute and appoint the persons who may from time to time constitute the Board of Managers of The 285 West 110th Street Condominium, acting jointly, true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, to acquire in their own name, as members of the Board of Managers, or in the name of their designee, corporate or otherwise, on behalf of all Owners of Units in said Property, in accordance with their Common Interests, any Unit whose Unit Owner desires to abandon or sell the same, the undivided interest in the Common Elements appurtenant thereto, the interest of such Unit Owner in any other Units theretofore acquired by the Board of Managers, or its designee, on behalf of all Unit Owners, or in the proceeds of sale or lease thereof, if any, and the rights and privileges appurtenant thereto, the interest of such Unit Owner in all other assets of the Condominium as defined in the aforementioned Declaration or any Unit, which shall be the subject of a foreclosure or other judicial sale, or to lease any Unit whose Unit Owner desires to rent the same, at such price or on such rental, as the case may be, pursuant to the offer as required by the right of first refusal, and on such terms as said attorneys-in-fact shall deem proper, and thereafter to convey, sell, lease or mortgage (but not to vote the votes appurtenant thereto) to otherwise deal with any such Units so acquired by them, or to sublease any Unit so leased by them on such terms as said attorneys-in-fact may determine, granting to such attorneys-in-fact the power to do all things in the said premises which the undersigned could do if the undersigned were personally present.

The acts of majority of such persons shall constitute the acts of said attorneys-in-fact.

This Power of Attorney affects Condominium Unit No. __ in The 285 West 110th Street Condominium, located at 2040 Frederick Douglass Boulevard (also known as 285 West 110th Street), New York, New York, and identified on the Tax Map of the City of New York for New York County as Tax Lot _____ on Block ____.

The undersigned do(es) hereby nominate, constitute and appoint Crescent 110 Equities LLC ("Sponsor") as attorney-in-fact for the undersigned, coupled with an interest, with power of substitution, to amend from time to time the Declaration, the 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 Units and/or the reapportionment of the Common Interests of the affected Unsold Units resulting therefrom made by Sponsor or its Designee in accordance with Article 16 of the Declaration or (2) shall be required by (a) an institutional lender procured by Sponsor to make a mortgage loan secured by a mortgage on any Unit, (b) any governmental agency having regulatory jurisdiction over the Condominium, or (c) any title

insurance company selected by Sponsor to insure title to any Unit, provided, however, that any amendment made pursuant to the terms of this paragraph shall not (i) change the Common Interest of the undersigned's Unit, (ii) require a material, physical modification to the undersigned's Unit, or (iii) adversely affect the priority or validity of the lien of any purchase money mortgage or any mortgage held by an institutional lender covering the undersigned's Unit unless the undersigned (in the event described in subdivision (i) or (ii) of this paragraph) and the holder of such mortgage (in the event described in subdivision (iii) of this paragraph) shall consent thereto by joining in the execution of such amendment. The terms, covenants and conditions contained in, and the powers granted pursuant to this paragraph shall remain in full force and effect until such time as the Sponsor or Sponsor-designee(s) shall cease to own any Units in the Condominium.

This Power of Attorney shall not revoke any prior Powers of Attorney executed by the principal(s).

This Power of Attorney shall be irrevocable.

IN WITNESS WHEREOF, the undersigned have (has) executed this Power of Attorney this __ day of _____, 201_.

Principal(s):

_____

_____

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the ____ day of _____ in the year 201_, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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

POWER OF ATTORNEY

_____

as Unit Owner

Unit No. _____ in The 285 West 110th Street Condominium

Tax Map Identification:

Tax Block
Lot
New York County

Record and Return to:

FORM OF

MARKET-RATE UNIT DEED

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UNIT DEED

THIS INDENTURE made the _____ day of _____, 201__, between **CRESCENT 110 EQUITIES LLC**, a Delaware limited liability company, having an office at 316 West 118th Street, New York, New York 10026 (the "Grantor"), and _____, residing at _____ (the "Grantee").

WITNESSETH:

That the Grantor, in consideration of Ten ($10.00) Dollars and other valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, and the heirs or successors and assigns of the Grantee, forever:

The unit known as Unit No. _____ in the Building known as Frederick Douglass Boulevard (also known as 285 West 110th Street), New York, New York, and also designated and described as Unit No. _____ in the Declaration comprising The 285 West 110th Street Condominium (hereinafter called the "Property") made by the Grantor under the Condominium Act of the State of New York, as amended (Article 9-B of the Real Property Law of the State of New York), dated _____, 201__ , and recorded in the New York County Office of the Register of the City of New York, on the _____ day of _____, 201__, as CRFN_____ (hereinafter called the "Declaration"), which Unit is also designated on the Floor Plan of the Building, certified by _____, and filed in the said Office of the Register of the City of New York, County of New York as CRFN _____ (hereinafter called the "Unit").

The Unit is identified in the Declaration as Condominium Unit No. _____ in The 285 West 110th Street Condominium, located at 2040 Frederick Douglass Boulevard (also known as 285 West 110th Street), New York, New York, and is identified on the Tax Map of the City of New York for New York County as Tax Lot _____ in Block _____.

The Property is described as follows:

SEE SCHEDULE A

TOGETHER with Grantor's right title and interest, if any in and to any strips or gores adjoining the above described premises on any of the sides thereof.

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to the Unit.

TOGETHER with an undivided _____ percent interest in the common elements of the Property described in said Declaration (hereinafter called the "Common Elements").

TOGETHER with, and subject to, the rights, obligations, easements, restrictions, and other provision set forth in the Declaration of Condominium and the By-Laws, together with any amendments thereto, all of which shall constitute covenants 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 to any state of facts that a correct, up to date, survey of the Property would show;

SUBJECT to easement pertaining to a Stairway for a Subway Entrance Agreement recorded in Liber 3542 cp 349;

SUBJECT to permit to replace grates granted by the New York City Transit Authority to Socony Mobil Oil Company recorded in Liber 5157 cp 138;

SUBJECT to Agreement between Socony Mobil Oil Company, Inc. and New York City Transit Authority dated November 19, 1963 recorded February 4, 1964 in Liber 5266 cp 11; which said Agreement reinstates the terms of the Agreement recorded in Liber 3542 cp 349 and amends same;

SUBJECT to Urban Renewal Plan, Terms, Covenants and Restrictions contained in Agreement between The City of New York and The Kings Chapel Assembly of the Apostle Faith, Inc. dated September 13, 1973 recorded December 15, 1974 in Reel 321 page 1861;

SUBJECT to terms of Final Decree Index # 40416175 in action entitled in the Matter of the Application of The City of New York, relative to acquiring title in fee simple absolute to the real property required for an Urban Renewal Project known as Harlem-East Harlem Neighborhood Development Area (Douglass Circle) which said Decree vested title to the premises herein described to the City of New York dated November 19, 1985 recorded November 27, 1985 in Reel 990 page 1049;

SUBJECT to Damage Map Harlem-East Harlem Neighborhood Development Project filed March 17, 1975 as Map No. 3960;

SUBJECT to one dollar condemnation clause contained in deed from the City of New York to New York City Economic Development Corporation

dated July 24, 1996 and recorded in Reel 2353 page 691 on August 7, 1996;

SUBJECT to Satisfaction and Termination of Covenants and Restrictions recorded January 21, 2014 in CRFN 2014000024661, which terminates all of the Covenants and Restrictions contained in the deed recorded in Reel 2353 page 691, except for the one dollar condemnation clause;

SUBJECT to one dollar condemnation clause contained in the deed from the City of New York to 110th Street Service Station, Inc. dated July 24, 1996 and recorded in Reel 2353 page 701 on August 7, 1996;

SUBJECT to Satisfaction and Termination of Covenants and Restrictions recorded January 21, 2014 in CRFN 2014000024660, which terminates all of the Covenants and Restrictions contained in the deed recorded in Reel 2353 page 701, except for the one dollar condemnation clause;

SUBJECT to Terms, Conditions, Covenants, Restrictions and Easements, including Right of Reverter in favor of the City of New York contained in deed from New York City Economic Development Corporation to Crescent 110 Equities LLC dated December 18, 2013 recorded on January 21, 2014 in CRFN 2014000024658; and

SUBJECT to all other matters affecting title to the Unit.

EXCEPT as otherwise specifically permitted by the Board of Managers of the Condominium or provided in the Declaration or in the By-Laws, the Unit is intended for residential use only.

AND the Grantor covenants that the Grantor has not done or suffered anything whereby the said premises have been encumbered in any way whatsoever, except as aforesaid.

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 that 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.

The Grantor, in compliance with Section 13 of the Lien Law, 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 improvements before using any part of the same for any other purpose.

The use for which the Unit is intended is as a residential dwelling, subject to applicable governmental regulations and such other restrictions as are set forth in the Declaration and Condominium By-Laws and Condominium Rules and Regulations.

The Grantee accepts and ratifies the provisions of the Declaration, the Condominium By-Laws, and the Condominium Rules and Regulations recorded simultaneously with and as part of the Declaration and, as long as Grantee shall hold title to the Unit, Grantee agrees to comply with all the terms and provisions thereof as the same may be amended from time to time by instruments recorded in the New York County Office of the City Register of New York.

The terms "Grantor" and "Grantee" shall be read as "Grantors" and "Grantees" whenever the sense of this deed so requires.

IN WITNESS WHEREOF, the Grantor and the Grantee have duly executed this deed as of the day and year first above written.

Grantor:
Crescent 110 Equities LLC

Grantee:

_____

_____

STATE OF NEW YORK)
COUNTY OF NEW YORK) s.s.:

On the _____ day of _____in the year 201__ 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 whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
COUNTY OF NEW YORK) s.s.:

On the _____ day of _____in the year 201__ 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

STATE OF NEW YORK)
COUNTY OF NEW YORK) s.s.:

On the _____ day of _____in the year 201__ 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

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FORM OF

421-a AFFORDABLE UNIT DEED

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UNIT DEED

THIS INDENTURE made the _____ day of _____, 201__, between **CRESCENT 110 EQUITIES LLC**, a Delaware limited liability company, having an office at 316 West 118th Street, New York, New York 10026 (the "Grantor"), and _____, residing at _____ (the "Grantee").

WITNESSETH:

That the Grantor, in consideration of Ten ($10.00) Dollars and other valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, and the heirs or successors and assigns of the Grantee, forever:

The unit known as Unit No. _____ in the Building known as 2040 Frederick Douglass Boulevard (also known as 285 West 110th Street), New York, New York, and also designated and described as Unit No. _____ in the Declaration comprising The 285 West 110th Street Condominium (hereinafter called the "Property") made by the Grantor under the Condominium Act of the State of New York, as amended (Article 9-B of the Real Property Law of the State of New York), dated _____, 201__ , and recorded in the New York County Office of the Register of the City of New York, on the _____ day of _____, 201__, as CRFN_____ (hereinafter called the "Declaration"), which Unit is also designated on the Floor Plan of the Building, certified by _____, and filed in the said Office of the Register of the City of New York, County of New York as CRFN _____ (hereinafter called the "Unit").

The Unit is identified in the Declaration as Condominium Unit No. _____ in The 285 West 110th Street Condominium, located at 2040 Frederick Douglass Boulevard (also known as 285 West 110th Street), New York, New York, and is identified on the Tax Map of the City of New York for New York County as Tax Lot _____ in Block _____.

The Property is described as follows:

SEE SCHEDULE A

TOGETHER with Grantor's right title and interest, if any in and to any strips or gores adjoining the above described premises on any of the sides thereof.

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to the Unit.

TOGETHER with an undivided _____ percent interest in the common elements of the Property described in said Declaration (hereinafter called the "Common Elements").

TOGETHER with, and subject to, the rights, obligations, easements, restrictions, and other provision set forth in the Declaration of Condominium and the By-Laws, together with any amendments thereto, all of which shall constitute covenants 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 to any state of facts that a correct, up to date, survey of the Property would show;

SUBJECT to easement pertaining to a Stairway for a Subway Entrance Agreement recorded in Liber 3542 cp 349;

SUBJECT to permit to replace grates granted by the New York City Transit Authority to Socony Mobil Oil Company recorded in Liber 5157 cp 138;

SUBJECT to Agreement between Socony Mobil Oil Company, Inc. and New York City Transit Authority dated November 19, 1963 recorded February 4, 1964 in Liber 5266 cp 11; which said Agreement reinstates the terms of the Agreement recorded in Liber 3542 cp 349 and amends same;

SUBJECT to Urban Renewal Plan, Terms, Covenants and Restrictions contained in Agreement between The City of New York and The Kings Chapel Assembly of the Apostle Faith, Inc. dated September 13, 1973 recorded December 15, 1974 in Reel 321 page 1861;

SUBJECT to terms of Final Decree Index # 40416175 in action entitled in the Matter of the Application of The City of New York, relative to acquiring title in fee simple absolute to the real property required for an Urban Renewal Project known as Harlem-East Harlem Neighborhood Development Area (Douglass Circle) which said Decree vested title to the premises herein described to the City of New York dated November 19, 1985 recorded November 27, 1985 in Reel 990 page 1049;

SUBJECT to Damage Map Harlem-East Harlem Neighborhood Development Project filed March 17, 1975 as Map No. 3960;

SUBJECT to one dollar condemnation clause contained in deed from the City of New York to New York City Economic Development Corporation dated July 24, 1996 and recorded in Reel 2353 page 691 on August 7, 1996;

SUBJECT to Satisfaction and Termination of Covenants and Restrictions recorded January 21, 2014 in CRFN 2014000024661, which terminates all of the Covenants and Restrictions contained in the deed recorded in Reel 2353 page 691, except for the one dollar condemnation clause;

SUBJECT to one dollar condemnation clause contained in the deed from the City of New York to 110th Street Service Station, Inc. dated July 24, 1996 and recorded in Reel 2353 page 701 on August 7, 1996;

SUBJECT to Satisfaction and Termination of Covenants and Restrictions recorded January 21, 2014 in CRFN 2014000024660, which terminates all of the Covenants and Restrictions contained in the deed recorded in Reel 2353 page 701, except for the one dollar condemnation clause;

SUBJECT to Terms, Conditions, Covenants, Restrictions and Easements, including Right of Reverter in favor of the City of New York contained in deed from New York City Economic Development Corporation to Crescent 110 Equities LLC dated December 18, 2013 recorded on January 21, 2014 in CRFN 2014000024658;

SUBJECT to that certain Agreement of Covenants and Restrictions by and between Grantor and Grantee dated on even date herewith and to be recorded with the City Register of the City of New York.

SUBJECT to all other matters affecting title to the Unit.

EXCEPT as otherwise specifically permitted by the Board of Managers of the Condominium or provided in the Declaration or in the By-Laws, the Unit is intended for residential use only.

AND the Grantor covenants that the Grantor has not done or suffered anything whereby the said premises have been encumbered in any way whatsoever, except as aforesaid.

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 that 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.

The Grantor, in compliance with Section 13 of the Lien Law, 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 improvements before using any part of the same for any other purpose.

The use for which the Unit is intended is as a residential dwelling, subject to applicable governmental regulations and such other restrictions as are set forth in the Declaration and Condominium By-Laws and Condominium Rules and Regulations.

The Grantee accepts and ratifies the provisions of the Declaration, the Condominium By-Laws, and the Condominium Rules and Regulations recorded simultaneously with and as part of the Declaration and, as long as Grantee shall hold title to the Unit, Grantee agrees to comply with all the terms and provisions thereof as the same may be amended from time to time by instruments recorded in the New York County Office of the City Register of New York.

The terms "Grantor" and "Grantee" shall be read as "Grantors" and "Grantees" whenever the sense of this deed so requires.

IN WITNESS WHEREOF, the Grantor and the Grantee have duly executed this deed as of the day and year first above written.

Grantor:
Crescent 110 Equities LLC

Grantee:

_____

_____

STATE OF NEW YORK)
COUNTY OF NEW YORK) s.s.:

On the _____ day of _____in the year 201__ 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 whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
COUNTY OF NEW YORK) s.s.:

On the _____ day of _____in the year 201__ 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

STATE OF NEW YORK)
COUNTY OF NEW YORK) s.s.:

On the _____ day of _____in the year 201__ 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

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ARCHITECT'S DESCRIPTION OF PROPERTY AND SPECIFICATIONS
21 May 2015
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A. Location of Property

(1) Address:.....2040 Frederick Douglass Boulevard, New York, NY 10026

(2) Block Number:.....1826
Lot Numbers:.....1

(3) Zoning District:.....R8A with C1-4 overlay

(4) Permissible Use:.....Residential (Zoning Use Group 2)
.....Non-Profit Institution (Zoning Use Group 4)
.....Retail (Zoning Use Group 6)

(5) Flood Zone:.....'Zone 'X', as per the FEMA National Flood Insurance Program and Rate Map (360497, Panel 0087 of 457) dated September 5, 2007 and December 5, 2013, the site is located in an area determined to be outside the 0.2% annual chance floodplain.

B. Status of Construction

(1) Construction of the building is expected to begin in 2015. It is anticipated that the first Condominium Unit will be substantially completed on or about December 2017, unless delayed by weather, strikes, lockouts, acts of God, shortages of, or inability to obtain materials, equipment or labor, governmental restrictions, approvals or preemption, damage by fire or the elements or any other cause over which the Sponsor has no control.

(2) Class of Construction: The Building will be classified as Class 1B (Non-Combustible) and will conform to all applicable regulations of the Building Code of the City of New York ("Building Code").The Department of Buildings has approved the new building plans for job number 121185671.

(3) Certificate of Occupancy: Prior to the first Condominium Unit closing, Sponsor will obtain a Temporary Certificate of Occupancy from the Department of Buildings of the City of New York ("Department of Buildings") for the Condominium Units which are to be closed. Sponsor will continue to extend the Temporary Certificate of Occupancy until a permanent Certificate of Occupancy is issued unless prevented from doing so by violations on the building which are the responsibility of the Condominium Association or its members. After completion of construction the Sponsor will apply for a Certificate of Occupancy for the Building from the Department of Buildings of the City of New York ("Department of Buildings").

(4) Where materials, appliances, equipment, fixtures and other construction and design materials and details are specified in this report and/or on the construction documents, the Sponsor has reserved the right, in all cases, to substitute in their place similar materials, appliances, equipment and/or fixtures of equivalent or better quality.

(5) The Condominium Association will have the responsibility and the obligation to maintain and service all equipment and common area installations at its own cost and expense and in accordance with all warrantees. Except as otherwise provided in the offering plan, such responsibility shall not inure to the Sponsor of the offering plan.

(6) The Sponsor will reserve any unused air development rights or any future air development right which may be granted by virtue of zoning changes.

(7) Building Permit Number is 121185671-01-NB

C. Site

(1) Location: The site is located to the Northeast of the Frederick Douglass Circle, opposite the Northwest corner of Central Park, on the Northwest side of the block limited North by W.111th street, South by Central Park North and West by Frederick Douglass Boulevard and the Frederick Douglass Circle in the Borough of Manhattan.

(2) Size: The lot is irregularly shaped with a frontage on West 111th street of 125.0', on Frederick Douglass Boulevard of 72.83', on Frederick Douglass Circle an arc of a length of 160.33', on Central Park North of 9.73', on the adjacent lot 171.83', with a total lot area of approximately 13,504 square-feet.

(3) Number and Use of Buildings: There will be one 11-story building with two below grade cellars and mechanical bulkheads above the main roof.

(i) The building upon completion of the work will include 49 Residential Condominium Units, one (1) commercial unit on the cellar & ground floors, one (1) Community facility on the ground, mezzanine, and second floors, an attendant Parking Unit on the sub-cellar, a residential amenity courtyard at the second level, residential private terraces at 8th, 9th, 10th, 11th levels and residential roof terrace, residential storage cages and bicycle storage in the cellar. Note, once the period of the deed restriction that determines the use of the community facility space has passed, these spaces may be changed to commercial use.

(4) Streets: There are no streets owned or maintained by the project. The building will have frontage on West 111thStreet, Frederick Douglass Boulevard, Central Park North and the main residential entrance located off of Frederick Douglass Circle. The streets are owned and maintained by the City of New York and is typical of New York City streets, paved with asphalt.

(i) The Commercial Unit will have frontage on Frederick Douglass Boulevard and W. 111th St., with entrances located on both streets.

(ii) The primary Community Facility unit will haves frontage on West 111th Street, Central Park North, with the main entrance off of Frederick Douglass Circle.

(iii) The secondary Community Facility will have frontage on West 111th Street.

(5) Sidewalks & Ramps: The existing sidewalk and curbs in front of the property will be replaced with new concrete sidewalk with steel-faced curbs in compliance with the requirements of the New York City Department of Transportation. The sidewalk will be pitched to drain to the gutter which drains to the New York City Sewer catch basins in the street roadbed.

(i) Two (2) new trees will be provided on West 111th Street and Nine (9) new trees will be will be provided along Frederick Douglass Circle. All trees that could be provided along Fredrick Douglass Boulevard are pending MTA approval.

(ii) Any street lighting will be provided by the City of New York.

(iii) The Condominium will be responsible for future repair and maintenance of the sidewalk, trees, and tree pits, including but not limited to, snow removal, cleaning and collection of loose litter or debris. The Condominium is also responsible for sweeping the gutter along the project frontage.

(iv) The project will include one new curb cut on West 111th Street for accessing the garage in the building.

(v) Existing curb cuts on Central Park North and Frederick Douglas Boulevard will remain. These curb cuts can be used for accessing the site for lawful purposes as determined by the City of New York including for pick up and drop off.

(6) Parking: There will be a parking garage on the sub-cellar of the building with independent entrance at W. 111th Street.

D. Utilities

(1) Utilities will enter the building below grade from West 11lth Street.

(2) Electricity: Consolidated Edison Company, Inc. (Con Ed) will supply to the building 120/208 volt, 3 phase, 4 wire secondary service bus with a main building meter (consumption and demand)and separate Condominium Unit meters located in the cellar "electrical meter room".

(3) Gas: Consolidated Edison Company, Inc. (Con Ed) will supply low pressure gas service with three (3) meters and provisions for one (1) future meter. One meter will be for the building heating and domestic hot water boilers, a second meter will be for domestic (condominium units) kitchen ranges, a third meter will be for common Laundry facilities and the future meter will be provided for the retail tenant. All Gas usage, both for common areas and for the individual Condominium Units, will be borne by the individual Condominium Association as part of the common expense for each Condominium Unit.

(4) Water: The building water service will connect to the City of New York public water main through one (1) 4-inch metered domestic service and one (1) 6-inch fire protection service in accordance with the New York City Department of Environmental Protection. The charges for water service provided to the building (including Condominium Units and in the public areas of the building) will be levied on the basis of a master city meter and borne by the Condominium Unit Owners as a Condominium common expense for each Condominium Unit. The Commercial Unit and Community Facility Unit will be separately sub-metered.

(5) Sewer: The building sanitary service and storm systems will connect to City of New York public combined sewer drainage system through one (1) 8-inch combined (storm and sewer) outflow pipes in accordance with the New York City Department of Environmental Protection. The charges for sewer service provided to the building (including Condominium Units and in the public areas of the building) will be levied on the basis of a master city meter and borne by the Condominium Association as part of the common expense for each Condominium Unit.

(6) Telephone: Fiber optic telephone service will be available to each Residential Condominium Unit through wiring provided from a main patch panel in the cellar to a single location within each residential Condominium Unit via a NID interface.

(i) Each residential Condominium Unit Owner will be responsible for arranging final connections, obtaining, a service account, for maintenance of wiring within the residential Condominium Unit, and for the cost of telephone use for their individual residential Condominium Unit.

(ii) The telephone charges with respect to the public areas of the building (such as the lobby attendant, elevator alarm, fire alarm, etc.) will be borne by the Condominium Association as part of the common expense for each Condominium Unit.

(7) Cable and/or Fiber Optic Television: Cable and/or Fiber Optic Television service will be available to each residential Condominium Unit through wiring provided from a central patch panel in the cellar to a single location within each residential Condominium Unit via a NID interface. Each residential Condominium Unit will have distribution wiring from that location to cable connectors in various locations within the residential Condominium Unit. Each residential Condominium Unit Owner will be responsible for arranging final connections, obtaining a service account, for maintenance of wiring within the residential Condominium Unit, and for the cost of cable television use for their individual residential Condominium Unit.

(i) The Building will not be equipped with a master television antenna system.

(8) Data Service: Each residential Condominium Unit will have distribution wiring designed for data transmission from a single Unit entry location to various locations within the residential Condominium Unit. Each residential Condominium Unit Owner will be responsible for arranging final connections, obtaining a service account, for maintenance of wiring with the residential Condominium Unit, and for the cost of operation and service use for their individual residential Condominium Unit.

E. Sub-Surface Conditions

(1) The site at 2040 Frederick Douglass Boulevard in New York, New York was previously occupied by a BP Gas Station and convenience store building. Sidewalk grades surrounding the building range from approximately el +46.0 to el +50.6 as established grades referring to NAVD 1988 Datum which is 1.65 below the Borough of Manhattan Topographical Bureau Datum.

(2) A subsurface investigation program consisting of six (6) test borings was completed in accordance with the NYC Building Code. These borings were completed between April 9 and 17, 2014. The subsurface soil profile primarily consists of fill underlain by sand, silt and clay.

(3) Due to results of on-site monitoring wells installed in Boring B-3, it was determined that it may not be indicative of the actual groundwater conditions. Therefore based on groundwater measurements obtained by Sponsor's Environmental Consultant, Environmental Business Consultants in 10 wells on April 15 and 30, 2014, the groundwater depth varied from approximately 29 to 40 feet, corresponding to el. +10 to +22 feet. However, it typically varied from approximately 33 to 39 feet, corresponding to el. +12 to +18 feet. The cellar slabs and below grade walls will be waterproofed to minimize groundwater infiltration.

(4) The building loads can be supported on a mat foundation. The recommended maximum allowable bearing capacity is 3.0 tons per square foot. A modulus of subgrade reaction of 50 pci is recommended.

(5) The Property had been historically used as a gasoline station and auto repair facility. That usage, including a gasoline spill in 1995 and inadequate excavation by the previous owner, had resulted in contamination of the soil, groundwater and underground storage tank area; a perched-water condition; and free-phase gasoline, primarily within the underground storage tank area, but also at the water table and in several wells. The contamination shall be removed and/or contained by Sponsor in order to render the Property safe for the construction of the Building.

Sponsor caused an extensive remedial investigation to be performed by Environmental Business Consultants from approximately April 9, 2014 to April 16, 2014, in accordance with a Remedial Investigation Work Plan, the executive summary of which is located in Part II of this Plan and the entirety of which is available, upon request, from the Sponsor. The investigation identified the nature, areas and extent of contamination. It detailed a comprehensive plan for remedying the contamination and rendering the Property safe for residential and commercial use, as well as a schedule for completion of the remediation.

The New York State Brownfield Cleanup Program accepted the site on or about April 10, 2014, and a Brownfield Cleanup Agreement was signed on April 21, 2014 by the New York State Department of Environmental Conservation ("NYSDEC"). The Property is undergoing remediation pursuant to Track 4-Restricted Use Site Specific Objectives ("Track 4") under the Brownfield Cleanup Program. Track 4 will require the installation of a vapor barrier and will require post-construction institutional controls to ensure that human health and the environment are protected. The institutional and environmental controls will be outlined in a Site Management Plan that must be approved by NYSDEC. After the Building's foundation has been completed, Sponsor shall disclose the requirements of the Site Management Plan in a duly filed amendment to this Plan.

The NYSDEC as well as the New York City Office of Environmental Remediation ("NYCOER") must approve the cleanup plan. The NYCOER must give its approval in the form of a Notice to Proceed letter before the New York City Department of Buildings ("NYCDOB") will issue building permits. Following implementation of the remedial action plan, a Final Engineering Report ("FER") will be submitted to NYSDEC. NYCOER must approve the FER in the form of a Notice of Satisfaction before a temporary Certificate of Occupancy for the Building will be issued by the NYCDOB.

F. Streetscape & Enclosure

(1) The Condominium Association will be responsible for future repair and maintenance of all landscaped areas, street trees and tree pits.

(i) Landscaped Area: 2nd Floor Courtyard

(ii) Plantings: 2nd Floor Courtyard

2nd floor central courtyard with central landscaped planter will contain small trees, shrubs and groundcovers.

(iii) Roof Top: Landscaped Roof Top Area

12th Floor roof terrace accessible to residents will have perimeter planters that will contain shrubs and ground cover.

(iv) Two (2) new trees will be provided on West 111th Street and Nine (9) new trees will be will be provided along Frederick Douglass Circle. All trees that could be provided along Fredrick Douglass Boulevard are pending MTA approval. All lighting in tree pits will be the responsibility of the Condominium Association to maintain and repair as needed.

G. Building Size

(1) Total Height: The total height of the building from the average curb (base plane) elevation (+49.22') to top of the bulkhead roof screen will be elevation (+199.17').

(2) Cellar: There will be one cellar and one sub-cellar. The distance from the top of the first floor slab to top of the cellar slab will be 14'-3". The distance from the top of the first floor slab to the top of the sub-cellar slab will be 27'-5", and is subject to change per field and construction conditions.

(3) Number of Floors: There will be 11 floors, a cellar, a sub-cellar and mechanical bulkheads above the main roof levels.

(i) The top-of-floor-slab to top-of-floor-slab heights of the Condominium Units will be approximately as follows (other than areas of drop ceiling):

Floor(s)	Approx. Floor-to-Floor Heights
6th- 11thFloors	10'
3rd Floor – 5thFloor	9'
2nd Floor – 3rd Floor	10'

(ii) Due to installation of mechanical, electrical, plumbing and fire protection systems, some spaces and areas will have dropped soffits and ceilings to contain the systems, thereby, reducing the approximate ceiling heights in certain areas no less than 7'. These typically occur in bathrooms, kitchens, hallways, closets, and some room perimeters and will lessen the above ceiling heights in those areas, but may occur in other areas as well, particularly any space below a terrace occurring at the level directly above. The spaces impacted include, but are not limited to, master bedrooms, secondary thru fourth bedrooms, kitchens, and living and dining areas. Refer to item V.3 for additional information.

(4) Equipment Rooms: Equipment rooms will be located in the cellar and roof bulkheads. The approximate height from top of roof slab to top of the elevator bulkhead enclosures on the roof will be approximately23'-10" and is subject to change per field and construction conditions.

(5) Parapet: The approximate height from the top of roof finish to the top of parapet coping or railing will be a minimum of 3'-6".

H. Building Systems

(1) Foundation

(i) The structural foundation will consist of a continue reinforced cast-in-place concrete mat foundation bearing on soil with 3 tons per square foot bearing capacity based on recommendations from the geotechnical consultant. Mat foundation will typically be 3'-0" thick with thicker areas under shear walls and will not be subjected to uplift pressure from underground water. East portion of the mat foundation is proposed raised to Cellar elevation to minimize underpinning requirements of the adjacent East Buildings during excavation/construction.

(ii) Foundation walls are intended as 1'-2" thick from Sub-Cellar to Cellar Level and 1'-0" thick from Cellar to Ground Floor Level. Foundation wall towards the West were set back to avoid influence line from and to the adjacent existing TA structure.

(2) Superstructure

(i) The superstructure will be a conventional cast-in-place reinforced concrete flat plate system with interior and perimeter reinforced concrete columns and shear walls. Lower floors at lobby, retail and amenities areas will be 12" thick. Typical residential floors will be 8" thick with thicker areas at terraces and column transfers.

Typical slabs are 8-12" thick concrete meeting airborne sound transmission requirements and/orflooring materials are specified to have resilient rebounded underlayment wherever required to meet acoustical requirements.

(ii) The column layout consists of continuous vertical columns, sloping columns, and a few walking columns to achieve the desired architectural layouts.

(iii) The lateral system will be composed of cast-in-place reinforced concrete shear walls strategically placed around elevator shafts and stairs to minimized impact into architectural layouts. The lateral system will be designed for both wind and seismic loading as stipulated by the NYC Building Code and by NYC Local Law 17/95, respectively.

(iv) Seismic separation provisions were considered and implemented into the structural design along the East adjacent buildings as prescribed by NYC Building Code.

(3) Wall Construction

(i) As indicated below, the majority of exterior walls will comprise a finish material backed by concrete masonry units or concrete columns or shear walls. All above grade exterior walls will be insulated in compliance with the requirements of the New York State Energy Code.

(ii) Overall R-values of exterior walls & the roof will range from 15.0 to 19.0, which will satisfy the requirements of the New York State Energy Code.

(iii) The building will have a base consisting of stone, storefront system, brick and/or metal panel at the first level with brick, metal panel, EIFS (Exterior Insulation Finishing System), or equivalent, and aluminum window or curtain wall construction. EIFS is a generic name for the system that has back wrapped and drained soffits over openings which drain exterior to the window caulking. EIFS system is not warrantied.

(iv) Wall finish above the setback (7th floor) of the front of exterior walls will be brick, enclosed EIFS and metal panel, or equivalent, and aluminum window wall construction, or equivalent.

(4) Windows

(i) Windows will be designed and erected meeting all structural requirements of the Building Code of the City of New York and all local and state agencies having jurisdiction. Operable windows will have a stop which prevents the window to open more than 4". (Stops can be removed for maintenance and cleaning)

(ii) Exterior windows will be new aluminum frames with insulating glass and have a combination of fixed and operable casement vents with transom glass.

(a) Glazing will be insulating glass units with clear high performance glass, Low-E coating on the #2 surface, with an R rating to satisfy all applicable regulations. There are no screens.

(b) Window Warranty: Ten (10) year manufacturer warranty for exterior paint finishes and glass. Five (5) year manufacturer material warranty on all other components.

(c) Glass and painted aluminum doors will be provided at terraces and balconies.

(iii) No lot line windows will be provided.

(5) Storefront (Building Entrance)

(i) Any storefront window systems , including all lobbies, retail and community facility, will be designed and erected meeting all structural requirements of the Building Code of the City of New York and all local and state agencies having jurisdiction.

(ii) The exterior enclosure at the ground floor building entrance will be a painted aluminum storefront glazing system or equivalent with stone base.

(iii) Glass will be insulating glass units with clear high performance glass, Low-E coating on the #2 surface or equivalent.

(iv) Glass and painted aluminum doors will be provided at entrances.

(6) Parapets & Copings

(i) The roof parapet construction will be a continuation of the brick, metal panel or EIFS systems, or glass, or equivalent; in each case with metal or stone coping and/or railing system.

(7) Chimneys & Caps

(i) Two (2) Exhaust ducts provided for future connection to Commercial kitchen exhaust systems shall be located east of Column 17 and beginning at the ceiling of the first floor. Both ducts shall be wrapped in fire-rated enclosure within a fire-rated shaft wall construction. One duct shall be no larger than 12"x36" and one no larger than 20"x36". These ducts shall connect to exhaust fans to be located at the mechanical bulkhead roof level. Boilers located at the roof mechanical equipment room will have direct vents.

(ii) Select bathroom, kitchen and laundry exhaust vents from condominium units 9A, 10A and 11A will be provided with roof top fan systems exhausting to the exterior at the main roof and mechanical bulkhead roof levels and may be located above or adjacent to private terraces. All other units not previously listed will side vent kitchen, toilet and laundry exhausts directly to the exterior of the building.

(iii) The building will have one (1) trash compactor and rubbish chutes made of 16ga. aluminized steel, or equivalent, with appropriate vent cap and flashing that will extend above the mechanical bulkhead roof levels. The vent may be located above or adjacent to private terraces and/or mechanical rooftops.

(8) Rooftop Terraces

(i) The roof setback areas will be used for private terraces and/or terraces accessed by the Residential Condominium Unit Owners only.

(ii) Rooftop Common Terrace accessed by the Residential Condominium Unit Owners and building residents only will be provided at the following levels:

2nd Floor Inner Courtyard

Main Roof

(iii) Rooftop Private Terrace space will be provided to the following Condominium Units:

Construction Floor No.	Unit No.
8th	PH 8A, 8B, PH 8C
9th	PH 9A
10th	PH 10A
11th	PH 11A

(iv) Roof terraces will be constructed of poured-in-place concrete with minimum pitch of about 1/16" per foot. Waterproofing system will be Protected Membrane Roof system (PMR) or equivalent, applied directly to the structural slab that will be pitched to roof drains.

(a) The roofing system consist of SBS sheet membrane, granulated SBS sheet membrane, drainage mat with filter fabric, rigid insulation and precast pavers on pedestals.

(b) All flashing and penetrations will be cold fluid membrane (PMMA)

(c) Rigid insulation and roof system shall provide an R-value of 20.

(v) Terrace railings will consist of glass panels with metal rails and posts, or their equivalent. All rails shall be per code and corrosion resistant.

(vi) Terrace dividers will be glass panels with metal posts, or their equivalent.

(vii) Access to the private terrace space will be from the individual residential Condominium Units.

(viii) For those residential Condominium Units which have terraces, a GFI receptacle, exterior lighting, a hose bib and gas hook-up for gas grill will be provided.

(ix) Planters and miscellaneous furnishings may be placed on rooftop terraces and are subject to (a) below. Residential Condominium Unit owners will not be permitted to perform construction, enclose any space, or install decking or pavers without express written permission from the Condominium Association, and if required, from the Department of Buildings.

(a) No planter may be placed on any private or public terrace or balcony area if it exceeds 2 cubic feet capacity or if it will impose a load exceeding 60 pounds per square foot on the roof, unless such installation has specific written approval from the Condominium Association and the Department of Buildings, if required. Any addition of loads to the terraces will need to be reviewed by the board/ sponsor engineer.

(b) No installation of any planters or terrace materials will be permitted on the roofs over any Penthouse bulkheads.

(x) The private terrace at Unit 8C has electrical, plumbing and structural provisions for the future installation of a hot tub. Installation of such hot tub to be reviewed by the Condominium Association, and if required, by the Department of Buildings. The loads associated with the hot tub must follow code and be approved by the Condominium Board.

(9) Balcony Areas

(i) Balconies are provided for the following Condominium Units:

Construction Floor No.	Unit No.
3rd thru 5th	G (2 balconies per unit)
6th thru 7th	E (2 balconies per unit)
8th thru 10th	B

(ii) Balconies are constructed of cast concrete platforms that are an extension of the building floor slabs and that cantilever from the building face.

(iii) A perimeter drip edge shall be provided at the underside of all balconies. Balconies will not have drains with the exception of units 3G North and South Balcony, 4-5G South Balcony, 6-7E South Balcony.

(iv) Balconies railings shall consist of corrosion resistant painted aluminum posts or stainless steel and railings with glass panels or equivalent.

(v) Access to the balconies will be from the individual residential Condominium Units.

(vi) For the residential Condominium Units which have balconies, a GFI receptacle will be provided.

(vii) Concrete finish or unit pavers at all balconies and the underside off all balconies will remain unfinished concrete.

(10) Exterior Entrances

(i) The residential main entrance will be on Frederick Douglass Circle towards the middle of the building street façade.

(ii) The entrance will comply with New York City 2008 Code for access by the disabled, providing access to the lobby and to the elevators.

(iii) Exterior doors and frames at the main entrance and vestibule will be a painted aluminum and glass storefront assembly, or their equivalent, as described above.

(iv) Magnetic locks shall be provided on both the exterior entrance and vestibule doors.

(v) Mailboxes will be in an alcove off the main lobby.

(vi) There will be exterior lighting at the entrance, within the exterior vestibule, and within the lobby.

(vii) Exterior stairwell, egress doors at grade and roof level will be painted insulated hollow metal with metal frames or their equivalent.

(viii) Drainage away from the building entrance is provided via sloped sidewalk. An overhead marquee with integrated roof drain is provided overhead at the main residential lobby entry along Frederick Douglass Circle.

(ix) There is a separate exterior service entrance located towards the middle of the building street frontage along West 111th Street.

(11) Parking Entrance

(i) The parking entrance will be located off of the parking entry on West 111th Street towards the middle of the building street frontage.

(ii) The entrance will comply with New York City 2008 Code for access by the disabled, providing access to the residential lobby and to the elevators.

(12) Roof & Roof Structure

(i) The Condominium Association will have right of access to all roof areas including setback roofs and including any and all private terraces, exterior planting areas and/or balconies for necessary inspections, maintenance, or repairs.

(ii) The main roof will be constructed of poured-in-place concrete pitched to drain. Waterproofing system will be Protected Membrane Roof system (PMR) or equivalent, applied directly to the structural slab that will be pitched to roof drains.

(a) The PMR roof assembly consist of precast pavers on pedestals, insulation drainage composure and membrane with a 20 year waterproofing warranty.

(b) All flashing and penetrations will be cold fluid membrane (PMMA).

(c) Rigid insulation shall be minimum 4" thick for an R-value of 20.

(d) The roof manufacturer will provide a fifteen (15) year warranty. This warranty covers defects in factory workmanship or materials and labor.

(iii) Roofs over mechanical bulkheads will be constructed of poured-in-place concrete with PMR roof assembly consist of gravel ballast, insulation drainage composure and membrane with a 20 year waterproofing warranty.

(iv) Bond or Guarantee: The roofing system will have a ten (10) year limited manufacturer's warranty.

(v) Drains:

(a) Number: 10

(b) Material & Type: Controlled flow roof drains will be provided as per Froet 100C4 or equal. Standard roof drains will be provided as per Jr Smith 1409 or approved equal.

(c) Gutters & Leaders: Storm leader piping will be cast iron hubless pipe, CISPI 301 service weight.

(d) Detention Tank: Detention facility will be provided in the cellar level and comply with all local codes and city agencies. The system will have a usable storage volume of 1,046 cubic feet for a maximum discharge rate of 0.25 cubic feet per second from the building storm system.

(vi) Skylights:

(a) Two (2) skylights are provided at the 2nd Floor Courtyard directly over the Residential Lobby.

(vii) Bulkheads:

(a) Mechanical bulkheads will be EIFS or metal panel or metal screen, or equivalent, on concrete masonry units or concrete columns or concrete shear walls or metal stud wall with exterior sheeting.

(b) The elevator bypass and machine room will be part of the roof bulkheads, which will consist of concrete masonry units or concrete columns or concrete shear wall construction with EIFS and metal panel enclosure assembly, or metal stud wall with exterior sheeting or equivalent.

(viii) Metal Work at Roof Levels:

(a) Railings: The railings will be approximately 2" diameter painted steel, or equivalent, behind provided parapet or a glass panel railing assembly. At EMR bulkheads a guardrail system shall be provided.

(b) Hatches to Roof: There will be one roof hatch from the Mechanical Equipment Room to the Mechanical bulkhead roof above.

(c) Rooftop Mechanical Equipment: Rooftop mechanical areas have been provided with thickened concrete slab. Equipment is scheduled to be installed on vibration isolators or pads.. Dunnage will be primed and painted with 2 coat latex paint.

(ix) Rooftop Facilities: Private terraces are provided for residents' use. See previous section H-8 for information. A common rooftop terrace facility is provided at the main roof level, located adjacent to the portion of roof occupied by mechanical equipment. Basic lighting as per code, accent and wayfinding will be provided. All lighting levels have been designed in accordance with the NYC Building Code

(13) Yards & Courts

(i) Inner courtyard on the 2nd floor is provided per New York Zoning and Building Code requirements.

(ii) Access to the courtyard for maintenance purposes will be provided from the condominium main elevator lobby.

(iii) The landscaped courtyard will be constructed of poured-in-place concrete with minimal pitch of about 1/16" per foot. Waterproofing system will be Protected Membrane Roof system (PMR) or equivalent, applied directly to the structural slab that will be pitched to roof drains. Adequate number of drains will be provided at courtyard.

(a) The roofing system consist of SBS sheet membrane, granulated SBS sheet membrane, drainage mat with filter fabric, rigid insulation and precast pavers on pedestals.

(b) All flashing and penetrations will be cold fluid membrane (PMMA).

(c) Rigid insulation shall be minimum 4" thick for an R-value of 20.

(iv) Landscape planting maintenance, lighting maintenance, access, use and security will be the sole responsibility of the Condominium Association. Yards and court lighting will provide suitable light levels in accordance with the NYC building Code.

(14) Interior Stairs

(i) Egress Stairs: There will be two (2) scissor type egress stairs in the building. The stairs will extend from grade up to the main roof. One (1) will discharge to the street through the residential lobby and the second will discharge to the street through a remote exit directly to West 111th Street. Similarly, two (2) scissor type egress stairs will extend from the sub-cellar up to grade. One (1) will discharge to the street through the residential lobby and the second will discharge to the street through a remote exit directly to West 111th Street.

(a) Enclosure: Each egress stair will be enclosed with approximately 8" concrete masonry units, reinforced concrete shear wall, or 2-hour rated drywall partition.

(b) Stair Construction: Concrete Frame

Treads: Concrete

Risers: Concrete

(c) Hand Rails: Painted steel pipe handrails or its equivalent

(d) Balustrade: None

(ii) Egress Stairs from Commercial Unit: There will be one (1) egress stair from cellar to grade level which will discharge directly to West 111th Street.

(a) Enclosure: Egress stair will be enclosed with approximately 6" concrete masonry units, reinforced concrete shear wall, or 2-hour rated drywall partition.

(b) Stair Construction: Concrete Frame

Treads: Concrete

Risers: Concrete

(c) Hand Rails: Painted steel pipe handrails or its equivalent

(d) Balustrade: None

(iii) Egress Stair at Community Facility (Stair F)

(a) Enclosure: Egress stair will be enclosed with 2-hour rated drywall equivalent partition, storefront assembly and approximately 8" concrete masonry units with finished drywall partition.

(b) Stair Construction: Concrete Frame

Treads: Concrete

Risers: Concrete

(c) Hand Rails: Stainless Steel handrail

(d) Balustrade: Glass with stainless steel anchors

(iv) Two (2) interior communicating stairs shall be provided within the Community Facility space. One (1) to access the ground floor mezzanine and one (1) to access the 2nd floor space.

(a) Enclosure: Open within the Community Facility Space

(b) Stair Construction: Concrete

1. Treads: Concrete

2. Risers: Concrete

(c) Hand Rails: Painted Steel plate assembly with painted steel pipe handrails or equivalent

(d) Balustrade: Painted Steel plate assembly with painted steel bar balusters or its equivalent

(15) Interior Doors & Frames

(i) Residential Condominium Unit Entrance Doors: The entrance door to each residential Condominium Unit will be approximately 1 ¾" thick, Fire Proof Self Closing (FPSC), 1 1/2 hour rated, painted hollow metal doors with painted hollow metal frames, STC 35, with non-combustible stone saddles or equivalent.

(ii) Doors within residential Condominium Units: Interior doors within the residential Condominium Units will be approximately 1 ¾" thick, non-rated, painted, solid core wood veneer doors with painted hollow metal frames or equivalent. Bathroom doors have stone saddles or equivalent.

(iii) Egress Stair Doors: Stair hall doors will be painted hollow metal approximately 1 ¾" thick, FPSC, 1.5 hour rated, with wire-glass vision panels with painted hollow metal frames with non-combustible saddles or equivalent.

(iv) Roof Doors, Cellar Doors & Frames: All doors and frames will be hollow-metal and will meet the New York City Building Code requirements.

(16) Elevators

(i) Residential Elevators PE1/SE-1 and PE2

(a) Make is Hollister Whitney Machine room less Traction Passenger Elevator or equivalent

(b) Elevators will be accessible from the residential lobby and comply with NYC 2008 Code for access by the disabled and ASME A.17.1 2000/2003 and Appendix K.

(c) Quantity: Two (2)

(d) Type: Passenger

(e) Capacity in Pounds

PE1/SE1: 2,500 lbs centrally located

PE2: 2,000lbs centrally located

(f) Speed: 350 fpm

(g) Number of Landings:

PE1/SE1: Fourteen (14) @ Sub-cellar, Cellar, Floors 1-11 and Roof

PE-2: Twelve(12) @ Cellar and Floors 1-11

(h) Number of Openings: Same as landings

(i) Floors Served: Same as landings

(j) Openings: Front opening at all levels. Sub cellar will be locked.

(k) Operation: Duplex selective collective

(l) Control: Variable voltage variable frequency drives

(m) No. of Push Button Risers: One (1)

(n) Platform Size

PE1/SE1: approximately 7'-0" wide x 5'-0" deep

PE2:approximately 6'-0" wide x 5'-0" deep

(o) Guide Rails: Steel tees at sides or its equivalent

(p) Buffers: Oil

(q) Cab Enclosure: Cabs will be handicapped accessible in compliance NYC 2008 Code requirements for access by the disabled.

(r) Car Door Size

PE1/SE1: approximately 3'-6" x 7'-6"

PE2: approximately 3'-0" X 7'-6"

(s) Hoistway Door Speed: Single speed side opening

(t) Car Fixture

(u) s: Car opening panel in swing front return without faceplate, cast metal designations, flush stud mounted. Car position indicator with individual numeric readout.

(v) Machine Types: Gearless Traction (M.R.L.)

(u) Machine Location: Overhead

(v) Power Supply: 208 volts, 3-phase, 60Hz

Residential elevators will have one year warranty from the first inspection date. Management Company will have a service contract in place after one year period.

Elevator at residential lobby will be permitted for the use of the retail tenant if there is a handicap need to move between the first fl and the cellar.

(ii) Community Facility Elevator PE3

(a) Make - Canton Elevator Hole-less dual single stage Hydraulic passenger Elevator or equivalent

(b) Elevator will be accessible from within the Community Facility Space and comply with NYC 2008 Code for access by the disabled and ASME A.17.1 2000/2003 and Appendix K.

(c) Quantity: One (1) – PE-3

(d) Type: Passenger

(e) Capacity in Pounds

PE3: 2,000 lbs

(f) Speed: 100 fpm

(g) Number of Landings:

PE3: Ground Floor (south opening), Ground Floor (north opening), Ground floor mezzanine (north opening), 2nd Floor (south opening).

(h) Number of Openings: Same as landings

(i) Floors Served: Same as landings

(j) Openings: Front opening at Ground floor (south) and 2nd floor

Rear opening at Ground floor (north) and ground floor mezzanine

(k) Control: AC for Hydraulics

(l) No. of Push Button Risers: One (1)

(m) Platform Size

PE3: approximately 6'-0" wide x 5'-9" deep

(n) Guide Rails: Steel tees at sides or its equivalent

(o) Buffers:

(p) Cab Enclosure: The passenger elevator cab will be a combination of stainless steel, wood veneer panels and back-painted glass with suspended stainless steel at the ceiling and porcelain tile floor, or equivalent. Cabs will be handicapped accessible in compliance with Accessibility and NYC 2008 Code requirements.

(q) Car Door Size

PE3: approximately 3'-0" x 7'-0"

(r) Hoistway Door Speed: Single speed side opening

(s) Car Fixtures: Car opening panel surface mounted, cast metal designations, flush stud mounted. Car position indicator with individual numeric readout.

(t) Machine Types: Twin holeless hydraulic

(u) Machine Location: Ground floor machine room

(v) Power Supply: 208 volts, 3-phase, 60 Hz

Community Facility elevator will have one year warranty from the first inspection date. Community Facility will have a service contract in place after one year period.

(iii) Parking Facility Elevator SE2

(a) Make Canton Elevator Holed Hydraulic Auto lift Freight class B or equivalent

(b) Elevator will be accessible from the Parking Entry and comply with NYC 2008 Code for access by the disabled (as it pertains to attendant employed vehicular elevators) and ASME A.17.1 2000/2003 and Appendix K.

(c) Quantity: One (1) - PE-3

(d) Type: Freight (Vehicular)

(e) Capacity in Pounds

PE3: 10,000 lbs

(f) Speed: 50 fpm

(g) Number of Landings:

Ground floor, Cellar and sub-cellar levels

(h) Number of Openings: Ground floor (front), cellar & sub-cellar (both rear & front)

(i) Floors Served: Same as landings

(j) Platform Size

Approximately 9'-4" wide x 19'-2" deep

(k) Guide Rails: Steel tees at sides or its equivalent

(l) Cab Enclosure: Standard finishes as provided for freight elevator.

(m) Door Operation: Power vertical bi-parting

(n) Machine Type: Hole Hydraulic

(o) Machine Location: Sub-Cellar Machine Room

(p) Car Door Size

PE2: approximately 9'-0" x 8'-2"

(q) Power Supply: 208 Volts, 3-phase, 60 Hz

Parking elevator will have one year warranty from the first inspection date. Garage Operator will have a service contract in place after one year period.

l. Auxiliary Facilities

(1) Mailboxes will be located at the Ground floor in the main lobby.

(2) Bicycle Storage Room: A bicycle storage room will be available for residential occupant use in the cellar level, which can be accessed through the main residential elevators. Storage room to be owned and retained by sponsor and rented for a fee.

(3) Amenity Toilet and Shower Facility: A toilet and shower and changing facility will be available for use in the cellar level, which can be accessed through the main residential elevators. This facility shall be made accessible to building management staff and employees of the retail and community facilities.

(4) Laundry Room: Owned by the commercial unit, it is provided at cellar level and accessed through the main residential elevators. All residential market Condominium Units will have individual vented electrical washer/dryers in the apartments which will be the responsibility of individual owners. Supers Unit 7C and 421A condominium units will not have in-unit washer/dryers. 3 stacked washer/dryer units and one freestanding dryer are to be provided in the laundry room. Washer is Speed Queen SFNLYSF or equivalent, Dryer is Speed Queen SFEY07 or equivalent, stacked unit is Speed Queen STEY77 or equivalent. Laundry room will remain in the ownership of commercial unit and all machines will be coin operated or equivalent.

(5) Residential Storage: The storage area shall be enclosed with a 2-hour fire rated partition and will be fully sprinklered per New York City Building Code criteria for Ordinary Hazard, Group 1.

(i) Residential storage is for general residential storage and shall not contain any hazardous materials. Any other type of material is a fire hazard and may result in the issuance of a violation against the building.

(ii) As many as two (2) of the maximum provided twenty-five (25) units shall comply with NYC 2008 Code and accessibility requirements for access by the disabled.

(6) Refuse Disposal:

(i) Compactors: There will be one (1) refuse chute serving floors 2 thru 11 for collection of residential refuse in the building with a compactor (Metro-Pak Model No. 4500, or its equivalent) in the trash room in the cellar. The refuse chutes will be accessible through a trash room. The compactor and refuse chute will be maintained by the Condominium Association.

(ii) Storage Location: The compacted bags, to be provided by the Condominium Association, will be stored in the Trash Room in the cellar.

(iii) Recycling: There will be two (2) recycling bins provided for at each refuse room located on floors 2 thru 11 for collection of residential recyclables. Building staff will collect the contents of these bins to be stored and bagged within the recycling room located at the cellar level. 11A refuse room is inside the apartment and will require access for maintenance.

(iv) Pickup Schedule: Building staff will set compacted trash and recyclable materials at curbside for collection on the days designated by the NYC Department of Sanitation. The schedules are subject to change without notice. Building staff will be permitted to use the Car elevator to bring trash up to the street level. NYC Department of Sanitation will confirm pick up location at time of residential occupancy of building.

J. Plumbing & Drainage

(1) Water Supply: A new 4" domestic water service for the Residential Section is provided from the New York City water main on West 111th Street. A duplex variable pressure pump is provided in the water meter room at the cellar level to provide water to the building. The pump shall be Peerless Model C815GM 15HP or equivalent. Pressure for all domestic water is provided by these pumps. Water Piping shall be as follows:

(i) Service piping - AWWA ductile iron class 52 and 104.

(ii) Above ground – Copper type "L" ASTM B-88.

(2) Water Pressure: Water pressure and supply is maintained by a constant pressure set (as described in J.3 above) to feed water supply throughout the building.

(3) Sanitary Sewage System: All Building sewage is collected into (1) combined sewer line which connects into the existing city sewer pipe located in West 111th Street (8" house connection). Sewage piping shall be:

(i) Below ground piping shall be X.H.C.I. pipe hub and spigot ASTM 74.

(ii) Sanitary, waste and leader and vent piping above ground shall be cast iron hubless pipe CISPI 301 service weight.

(iii) The horizontal piping at the cellar level, connecting the separate vertical storm water and sewage drainage stacks for the building to the city sewer in Broadway. The house connection is a combined house sewer

(4) Storm Drainage System: All storm water which lands on the building will be collected within the building. All storm water will be combined with the sanitary water prior to leaving the building and connected to the combined sanitary/storm sewer located in 3rd Avenue. The primary means of rainwater collection will be roof drains.

(i) Catch Basins: None

(ii) Roof Drains: Adequate number of roof drains are provided at all roof terraces and courtyards and complies with the NYC plumbing code. There will be a combination of control flow roof drains, and regular roof drains. Where control flow roof drains are within areas with residential access, pervious pavers must be installed to allow the buildup of stormwater.

(iii) Detention Tank: There will be a detention tank in the cellar to impede storm water leaving the premises. All storm water on the property outside the building extents, as well as from non-controlled flow roof drains will drain into the detention tank. Stormwater from the control flow roof drains will combine with the detained storm water downstream of the detention tank before leaving the property.

(iv) Piping: Soil, waste, and vent piping above ground shall be cast iron hubless pipe, CISPI 301 service weight.

(v) Sump pumps

(a) Elevator sump pumps Stancor model SE50 or equivalent, 50 GPM @ 19' TDH, 0.5 HP.

(b) Zoller-49 or equivalent, 18ft, 32gpm, 1/4ho located at floor sumps.

(5) Fire Protection System: A new 6" fire water service is provided from the New York City water main in West 111th Street. This main feeds the automatic fire pump supply water to the sprinkler/standpipe system. The designated fire pump will provide water for the sprinkler/standpipe system. The fire water system will consist of one vertical zone. The fire pump (and accompanying jockey pump), which will be located in the cellar, will be the primary fire water supply for the building. The fire water system will have its' own independent combined flush type Siamese connection at each building frontage. The primary fire pump shall be automatic type Peerless Model 3AEF9 or equivalent, 500 GPM @ 98psi, 50 HP, and shall feed the fire standpipe and sprinklers. There will be one fire standpipe riser in each stair. Both risers will be located in a discreet stair enclosure and will be equipped with a 2 " fire department connection. 125 ft of hose and nozzle are located in the residential lobby area and cellar for fire department use. The combined riser will also be equipped with a sprinkler floor control assembly at each floor. Sprinkler heads will be located in all living areas in the units and also the public corridors, recreational areas, and the cellar level. The sprinkler system has 4 different types of heads as follows:

(i) Standard concealed sidewall

(ii) Standard concealed pendent

(iii) Extended coverage concealed sidewall

(iv) Extended coverage concealed pendent

K. Heating

(1) The heat source for the domestic hot water will be a gas fired modular boiler plant. The system will consist of three (3) Laars Rheos 1600 or equivalent boilers with a gross output of 4,272 MBTU/hr. Domestic hot water is generated from non-potable boiler heating water through indirect heat exchangers. The domestic hot water system will be provided (3) hot water indirect heaters. All heating equipment shall be located in the roof boiler room.

(i) Number of boilers and description: (3) modular hot water boilers for the whole building.

(ii) Manufacturer of Boilers: Laars Rheos 1600 or equivalent

(iii) Manufacturer of burners: The burners are part of the boiler assembly supplied by Laars Rheos or equivalent.

(iv) Type of controls: Hot water temperature is controlled by building management system controller.

(v) Fuel: Natural gas.

(2) The heating system is adequate to maintain comfortable conditions and complies with New York State Energy code.

(3) Water Source Heat Pump: The main building heating system will be water source heat pump systems with tempered condensing water provided by boiler heating water. Each residential unit shall be provided with vertical stack units. Public area air conditioning systems are composed of horizontal systems that are adequately sized to maintain code required comfort conditions and comply with the New York State Energy Code.

(i) System types

(a) Building Lobby: (3) Johnson Control horizontal units model RKSH-042, 42.8 MBH heating capacity or equivalent.

(b) Amenity Study Room: Johnson Control horizontal unit model RKSH-018, 23.0 MBH heating capacity or equivalent

(c) Amenity Tween Room: Johnson Control horizontal unit model RKSH-030, 30.6 MBH heating capacity or equivalent

(d) Community Facility: There are (2) different types that will be utilized:

Johnson Control horizontal unit model RKSH-018, 23.0 MBH heating capacity or equivalent

Johnson Control horizontal unit model RKSH-048, 53.1 MBH heating capacity or equivalent

(e) Package Room: Johnson Control horizontal unit model RKSH-018, 23.0 MBH heating capacity or equivalent

(f) 2nd Floor Amenity Area: There are (3) different types that will be utilized:

Johnson Control horizontal unit model RKSH-036, 34.2 MBH heating capacity or equivalent

Johnson Control horizontal unit model RKSH-015, 18.5 MBH heating capacity or equivalent

Johnson Controls vertical type model VB012, 14.9 MBH heating capacity or equivalent

(g) Individual Apartments: All apartment areas (living room and bedrooms) will be fed by Johnson Controls vertical heat pump units. There are (5) different sizes that will be utilized:

Johnson Controls VB09, 11.8 MBH heating capacity or equivalent

Johnson Controls VB012, 14.9 MBH heating capacity or equivalent

Johnson Controls VB018, 23.0 MBH heating capacity or equivalent

Johnson Controls VB024, 30.2 MBH heating capacity or equivalent

Johnson Controls VB030, 33.9 MBH heating capacity or equivalent

(4) Variable Refrigerant System: Specific apartment units (listed below) in the building will be provided with a heating system by Mitsubishi Electric or equivalent split heat pump systems with condensing units on the roof.

(i) Apartment Units

(a) Location:

Apartment Unit 8A

Apartment Unit 8C

Apartment Unit 9A

Apartment Unit 10A

Apartment Unit 11A

(b) Individual Apartments: All apartment areas (living room and bedrooms) will be fed by Mitsubishi Electric or equivalent ceiling-hung direct expansion fan coil units. There are (6) different sizes that will be utilized:

Mitsubishi PEFY-P12NMSU-E, 13.5 MBH heating capacity or equivalent

Mitsubishi PEFY-P12NMAU-E3, 13.5 MBH heating capacity or equivalent

Mitsubishi PEFY-P18NMSU-E, 20.0 MBH heating capacity or equivalent

Mitsubishi PEFY-P18NMAU-E3, 20.0 MBH heating capacity or equivalent

Mitsubishi PEFY-P24NMSU-E, 27.0 MBH heating capacity or equivalent

Mitsubishi PEFY-P36NMAU-E3, 40.0 MBH heating capacity or equivalent

(ii) The operating cost for the electric aspect of their fan coil units within the units, for heating, will be billed to the individual unit owner as part of their electric bill.

(iii) Residential Unit owners will be responsible all maintenance, repair or replacement of heating system units described in this section.

(5) Electric heaters are provided in stairwells EH-A Markel F2FUH05C03 or equivalent, 5.0 KW, 208 volts, 14.0 amperes with built-in thermostat.

L. Gas Supply

(1) Type: Low pressure Gas service will be provided by Con Edison and will be metered for all entities.

(2) Meters: A separate master metered gas line is provided for domestic cooking for the Residential Section. A separate master metered gas for mechanical use (boilers) for domestic hot water and heating. Gas supplied to the Residential Units for cooking will be billed as part of the Residential Common Charge. A separate master metered gas for common dryer use and will be billed as part of the Residential Common Charge.

(3) Piping: Natural Gas piping shall be Schedule #40 Black Steel with Malleable fittings. Piping larger than 4 inches will be welded.

M. Air Conditioning

(1) Water Source Heat Pump: The main building cooling system will be water source heat pump systems with condensing water provided by a cooling tower on the roof. Each residential unit shall be provided with vertical stack units. Cooling tower provides heat and cooling for all residential units other than 8A, 8C, 9A, 10A and 11A which will have cooling that will be provided by split heat pump within their apartment. Public area air conditioning systems are composed of horizontal systems that are adequately sized to maintain code required comfort conditions and comply with the New York State Energy Code.

(i) System types

(a) Building Lobby: (3) Johnson Control horizontal units model RKSH-042, 40.8 MBH cooling capacity or equivalent.

(b) Amenity Study Room: Johnson Control horizontal unit model RKSH-018, 18 MBH cooling capacity or equivalent

(c) Amenity Tween Room: Johnson Control horizontal unit model RKSH-030, 27.8 MBH cooling capacity or equivalent

(d) Community Facility: There are (2) different types that will be utilized:

Johnson Control horizontal unit model RKSH-018, 18.0 MBH cooling capacity or equivalent

Johnson Control horizontal unit model RKSH-048, 48.0 MBH cooling capacity or equivalent

(e) Package Room: Johnson Control horizontal unit model RKSH-018, 18 MBH cooling capacity or equivalent

(f) 2nd Floor Amenity Area: There are (3) different types that will be utilized:

Johnson Control horizontal unit model RKSH-036, 34.9 MBH cooling capacity or equivalent

Johnson Control horizontal unit model RKSH-015, 14.4 MBH cooling capacity or equivalent

Johnson Controls vertical type model VB012, 12.0 MBH cooling capacity or equivalent

(g) Individual Apartments: All apartment areas (living room and bedrooms) will be fed by Johnson Controls vertical heat pump units. There are (5) different sizes that will be utilized:

Johnson Controls VB09, 9.0 MBH cooling capacity or equivalent

Johnson Controls VB012, 12.0 MBH cooling capacity or equivalent

Johnson Controls VB018, 18.0 MBH cooling capacity or equivalent

Johnson Controls VB024, 24.0 MBH cooling capacity or equivalent

Johnson Controls VB030, 30.0 MBH cooling capacity or equivalent

(2) Variable Refrigerant System: Specific apartment units in the building will be provided with a cooling system by Mitsubishi Electric split heat pump systems with condensing units on the roof.

(i) Apartment Units

(a) Location:

Apartment Unit 8A

Apartment Unit 8C

Apartment Unit 9A

Apartment Unit 10A

Apartment Unit 11A

(b) Individual Apartments: All apartment areas (living room and bedrooms) will be fed by Mitsubishi Electric ceiling-hung direct expansion fan coil units. There are (6) different sizes that will be utilized:

Mitsubishi PEFY-P12NMSU-E, 12.0 MBH cooling capacity or equivalent

Mitsubishi PEFY-P12NMAU-E3, 12.0 MBH cooling capacity or equivalent

Mitsubishi PEFY-P18NMSU-E, 18.0 MBH cooling capacity or equivalent

Mitsubishi PEFY-P18NMAU-E3, 18.0 MBH cooling capacity or equivalent

Mitsubishi PEFY-P24NMSU-E, 24.0 MBH cooling capacity or equivalent

Mitsubishi PEFY-P36NMAU-E3, 36.0 MBH cooling capacity or equivalent

(ii) The operating cost for the electric aspect of their fan coil units within the units, for cooling will be billed to the individual unit owner as part of their electric bill.

N. Ventilation

(1) Apartment Kitchens to be exhausted through connected horizontal ductwork and exhausted via unit kitchen exhaust filtration system to exterior building façade.

(2) Apartment Bathrooms are exhausted via horizontal exhaust system to exhaust fan in each residential unit.

(3) Apartment Laundry dryers to be exhausted through horizontal ductwork and exhausted to exterior building façade.

(4) Apartment Laundry dryers in units 9A, 10A and 11A to be exhausted through horizontal ductwork and exhausted to main roof.

(5) Central Laundry dryer(s) vent through vertical duct exhausted via exhaust fan.

(6) The central dryer exhaust fan system, located in Cellar, shall be Enervex Model No. BESB250 or equivalent. The system shall consist of an exhaust fan and a controller with a pressure differential transducer.

(7) Central Laundry Room shall be ventilated with tempered outside air and exhausted to the outside.

(8) Back of house areas shall be exhausted and ventilated to the outside.

(9) Storage rooms shall be provided with tempered outside air and exhausted to the outside.

O. Electrical System

(1) Service entrances to main service

(i) Switchboards:

(a) Amperes:

One (1) 1,200 amp rated main service switchboard (load side) serving main building loads.

One (1) 3,000 amp rated main service switchboard (load side) serving all tenant apartments.

(b) Voltage: 208/120V 3-phase 4-wire &

(c) Phases: 3

(d) Wire Protective Equipment: Fuses/Circuit Breakers

(2) Compartment Switchboard

(i) The electrical service room and switchboards, distribution panels will be located at the cellar level. The Residential Section loads shall be fed by separately metered panels in each apartment.

(3) Unit Service

(i) Rating of main switchboard: By Bussmann (EATON) or equal. Rated @ 200,000 sym amps

(ii) Service size to Residential Units shall be from circuit breakers or fuses to units rated at: 225 amps, 3-phase.

(iii) Number, Size and Type for tapping wire for units will be (4) 1/0 AWG (3-phase + Neutral).

(4) Adequacy Service

(i) Number of circuits per apartment: Adequate @ 42

(ii) Capacity to handle modern appliances:

(a) AC units (indoor): Adequate @ 20 amps/1-ph

(b) AC units (outdoor): Adequate @ 40 amps/3-ph

(c) Dishwashers: Adequate @ 20 amps/1-ph

(d) Electric Combination

Washer/Dryers: @ 6,500 watts /208V/1-ph

Electric Oven: @ 8,000 watts /208V/3-ph

Special Appliance: @ 10,000 watts /208V/3-ph

(5) Convenience and appliance outlets

(i) Average number per living room: (8)

(ii) Average number per bedroom: (7)

(6) Telecommunications: The Residential Section will be provided with internet, cable TV and telephone backbone, from the telecommunications room in the cellar to the residential telecom closets, which will be fed by various ISP's. Every apartment will have a voice and data distribution system, providing voice and data outlets in most rooms, connected to this backbone. The residents will be responsible for arranging the service from the respective providers.

P. Intercom & Security

(1) Intercom:Phone based intercom system for each apartment will be provided. The main frame, power requirements and point of distribution for the system will be located in the main telephone room. Intercom system shall be operable from any phone jack within each apartment.

(2) Security: The security system for this project will be provided so as to conform to all applicable software compatibility. This system will include the following:

(i) Digital Video Recorder (DVR) with compatible software for desktop and mobile use. DVR will be 500GB HD, with DDNS, and a monitor onsite. DVR will be in a locking cabinet inside of a locked room.

(ii) Nonproprietary hardware and software.

(iii) Security Cameras in amenities, street, lobby, courtyard, entrance, laundry, elevator, cellar, roof areas.

(iv) Lobby security cameras will to be High Definition type.

(v) Outdoor security cameras will be provided with night vision and weatherproofed.

(vi) Security Key fobs will be Keyscan Access Control type with ability to program keys remotely. The Keyscan Access Control Box to be located in same room and cabinet as the DVR for internet access.

(vii) Card Access will be provided in amenities, bike, laundry, roof, garden terrace, package room, service entrances, lobby doors, boiler room, and storage rooms.

Q. Fire and Smoke Detection Systems

(1) Fire Alarm System: The fire alarm signaling system for this project will be provided so as to conform to all applicable codes. This system will include the following:

(i) Automatic smoke detection and heat detection systems. Ion chamber addressable type smoke detectors will be provided in electrical room, electric, elevator lobby on each floor, telephone closets and mechanical rooms over 75 square feet.

(ii) Sprinkler alarm systems.

(iii) Automatic control (stopping) of air handling systems in response to signal from the fire protective alarm system. (Systems over 2000 CFM).

(iv) Duct smoke detection in connection with fan shut down system.

(v) Remote annunciator panel, for residential building portion.

(vi) Top of shaft smoke release damper tie-in.

(vii) Central station connection.

(viii) Elevator lobby smoke detectors

(ix) Elevator recall.

(2) Residential Apartment Smoke Detection System:

(i) Combination carbon monoxide/smoke detectors with battery back-up will be provided within 15'-0" of all sleeping areas and within all sleeping areas. All detectors in single dwelling unit shall be interlocked.

R. Garage & Parking Areas

(1) Parking is accessory to residential and use is regulated by the owner of the parking unit. The parking will have a minimum of 25 parking spaces and may include stackers. The entry to the parking area will be through insulated rolling door and car elevator, located along West 111th Street. Parking garage is located at the sub-cellar level.

(i) One (1) accessible parking space shall remain available unless all accessible parking spaces are occupied as required by NYC 2008 Code and is in the sub cellar parking area.

(ii) Accessible parking space will be designated by Signage which will be mounted at column near parking elevator and the bottom of the sign is at least 60 inches above the surface of the parking space. Parking space and access aisle will be marked with stripes. 15 mils thick latex paint lines for parking stripe will be 4" wide. Signage material will be decided by ownership towards completion of project.

(iii) All bicycle parking spaces which are accessory to residences shall be made available for the storage and independent access of the bicycles used by the occupants of such residences. As required by zoning, at a minimum, one bicycle stall within the bicycle storage area shall be made accessible to building management staff and employees of the retail and community facilities. This requirement will be met and access shall be granted by controlled means via key card access or by equivalent means.

(iv) The zoning resolution (ZR 25-811) states that bicycle parking must be made available but does not make reference that the bicycle parking is to be made available for free or that it has to be owned and controlled by the Board.

(v)

S. Recreation Facilities

(1) Amenity Unit will own Recreation Facilities.

(2) A common courtyard is provided on the second level and a common roof terrace is provided at the main roof level for residential use. See previous section H-8 for information and details.

(3) A gym with exercise equipment will be provided at the second floor for residential use.

(i) Resident's gym will have rubber and wood flooring, or equivalent.

(ii) Safety, security, and maintenance of the gym and its equipment are the responsibility of the Condominium Association and the user.

(4) A play area will be provided at the second floor for residential use.

(i) Resident's play area will have porcelain tile and carpet flooring, or equivalent.

(ii) Safety, security, and maintenance of the play area and its equipment are the responsibility of the Condominium Association and the user.

(5) A lounge and pantry will be provided at the second floor for residential use.

(i) Resident's lounge and play area will have porcelain tile and carpet flooring, or equivalent.

(ii) Safety, security, and maintenance of the lounge and pantry and its equipment are the responsibility of the Condominium Association and the user.

(6) A study room will be provided at the cellar level for residential use.

(i) Resident's study room will have carpet flooring, or equivalent.

(ii) Safety, security, and maintenance of the study room and its equipment are the responsibility of the Condominium Association and the user.

(7) A 'Tween' room will be provided at the cellar level for residential use.

(i) Resident's 'Tween' room will have wood and carpet flooring, or equivalent.

(ii) Safety, security, and maintenance of the 'Tween' room and its equipment are the responsibility of the Condominium Association and the user.

T. Approvals and City Regulations:

(1) The work will be performed in compliance with applicable provisions of the New York City Zoning Resolution, the New York State Multiple Dwelling Law, and the 2008 New York City Building Code.

(2) The plans have been filed with the Department of Buildings. The Building application number is 121185671.

(3) If required, upon completion of the project the building must be registered with the Department of Housing Preservation and Development as a Multiple Dwelling by the Condominium Association. This registration must be renewed by the Condominium Association every year, at its cost.

(4) During normal operation of this building regular elevator inspections will be required, including Periodic, One Year, and Five Year Inspections. These will be the responsibility of the Condominium Association, at its cost.

(5) Yearly sprinkler inspections will be required, and five-year standpipe inspections will be required. These will be the responsibility of the Condominium Association, at its cost.

(6) A critical examination report of the building façades will have to be filed with the Department of Buildings every 5 years in accordance with Rule No. 103-04 of the

Rules of the City of New York. These will be the responsibility of the Condominium Association, at its own cost.

(7) To the best of my knowledge, belief and professional judgment, these plans and specifications are in compliance with the Energy Conservation Construction Code of New York State.

(8) To the best of my knowledge, information and belief, these plans and specifications are in compliance with New York City DOB requirements.

(9) All other regulations and requirements not listed here shall be complied with by the Condominium Association.

U. Unit Information

(1) The estimated square foot area of the Condominium Units set forth in the Floor Plans, Schedule A of the Offering Plan and Exhibit B to the Condominium Declaration, are approximate and are based upon the following method of tabulation: All dimensions are approximate and subject to normal construction variances and tolerances. Square Footage (SF) is calculated from (i) the exterior face of any exterior walls directly enclosing the unit (perimeter and mechanical pipes are not deducted); (ii) the centerline of any wall or partition separating the unit from another unit; and (iii) the outside face of any demising wall or partition separating the unit from any common areas, mechanical areas, elevator shafts, egress stairs or trash rooms where those elements do not exclusively serve the unit. Where furring wall or chase space serving the unit is adjacent to the structural shear wall bounding the egress stair, the area is taken to the inside face of structural shear wall.

(2) Any common elements located within a Condominium Unit are not considered part of such Condominium Unit.

(3) Measured vertically, each Condominium Unit will consist of the volume from the top of the concrete floor slab below (located under the finish flooring and sub-floor materials) to the underside of the concrete slab above. Certain rooms within a Unit may have a lesser ceiling clearance or different wall configuration than other rooms within the Unit as a result of construction variances, the presence of beams and/or mechanical spaces within such Units, to accommodate facilities located above the same or otherwise to respond to field conditions. Ceiling heights vary in height between similar Units located on different floors and within a single Unit due to structural, mechanical, and architectural systems. Ceilings heights range from approximately 7'-6" to approximately 12'-6", with a minimum of 8'-0" in habitable spaces, with lower beams and soffits in some areas.

(i) Minimum clear height will not be less than 7' and typically occur at soffit conditions and/or locations as described in Section G.3.ii.

(ii) Condominium units directly below a terrace and/or transfer floors will have reduced ceiling heights in areas mentioned in Section G.3.ii as well as in living, dining, kitchens, master bedrooms and secondary bedroom areas. The Units directly impacted includes, but might not be limited to the following units:

Construction Floor No.	Unit No.
7th	7A, 7B, 7C, 7D, 7E, 7F
8th	8A, 8C
9th	9A
10th	PH 10A, 10B
11th	PH 11A

(4) Dens or home offices may not be used for bedrooms, living rooms, dining rooms, or any other room classified as a 'habitable room' by the Codes. To do so may result in a violation against the building permit being issued by the Buildings Department.

(5) Sponsor reserves the unconditional right to make changes due to unforeseen conditions in accordance with the Offering Plan.

V. Finishes, Fixtures & Equipment

(1) Subject to Sponsor's right to make substitutions as set forth in the Offering Plan, the individual residential Condominium Units will be equipped with fixtures and

appliances as follows or with their equivalent. Substitutions shall be equivalent or better than what is specified.

(2) Abbreviations for finishes:

ACT .....ACOUSTICAL TILE
CT.....CERAMIC TILE
CPT.....CARPET
CONC .....CONCRETE
CG.....CUSTOM CABINETRY
GL.....GLASS
GLT.....GLASS TILE
GT .....GRANITE TILE
GWB.....GYPSUM WALLBOARD
MB.....METAL BASE
MIR.....MIRROR
MRLS.....MOISTURE-RESISTANT LACQUERED SURFACE
MT .....MARBLE TILE
PT.....PORCELAIN TILE
PTB.....PORCELAIN TILE BASE
RF.....RESILIENT FLOORING
SC.....SUSPENDED CEILING
ST .....STONE (OR MAN-MADE EQUIVALENT)
WC.....WALL COVERING
WRWB .....WATER RESISTANT GWB
WD.....3/4" THICK MAPLE or OakWOOD FLOOR WITH 5mm THICK UNDERLAYMENT
WDB.....WOOD BASE
WDP.....WOOD PANELING/SLATS

(3) Finish Schedule – Condominium Units (Market and 421A):

Space	Floor[2]	Wall [1]	Base	Ceiling[1]	Countertop	Backsplash
Kitchen	WD	WRWB	WDB/MB	WRWB	ST	GLT
Master Bathrooms	MT & PT	MT & PT	N/A	WRWB	MRLS	N/A
Secondary Bathrooms	PT	PT	N/A	WRWB	N/A[4]	N/A
Powder Rooms	MT & PT	MT & PT	N/A	WRWB	MRLS	N/A
Foyer	WD	GWB	WDB	GWB	N/A	N/A
Living Room	WD	GWB	WDB	GWB[3]	N/A	N/A
Bedrooms	WD	GWB	WDB	GWB[3]	N/A	N/A
Closets	WD	GWB	WDB	GWB	N/A	N/A
W/D Closet	PT	WRWB	PT	WRWB	N/A	N/A

Notes: 1 - Unless otherwise noted, all ceilings and walls shall be painted with primer and 2 coats of paint.
2- Electric radiant floor heating shall be installed in all Market-rate master bathrooms as well as perimeter located bathrooms, excluding powder rooms.
3- Varies, where a suspended ceiling is not present, ceiling shall have a concrete finish coat system.
4- Counter surface equivalent is included as part of sanitaryware fixture.

(4) Finish Schedule – Common Areas:

Space	Floor	Wall [1]	Base	Ceiling[1]
Public Corridor	CPT[2]/PT	WC	WDB	GWB
Lobby	PT	PT/GL/WDP	MB	GWB/WDP
Elev. Lobby	PT	WC	WDB/PTB	GWB
Stairs	CONC	CONC/GWB	N/A	CONC

Refuse Rooms	PT	WRWB	PTB	WRWB
Electrical Closets	CONC	CONC/GWB	N/A	CONC
Toilets	PT	WRWB/PT	PT	ACT/CONC

Notes: [1] Unless otherwise noted, all ceilings and walls shall be painted with minimum of one coat of latex primer.
[2] Corridor carpeting will be commercial grade carpet with nylon fiber, or equivalent.

(5) Kitchen & Bathroom Fixtures

(i) Master Bathrooms:

(a) Toilet: Duravit D-Code, 011301, with seat, 0062090096, White, or its equivalent

(b) Lavatory: Duravit Starck 2 Vessel, 2321440000, vanity counter mounted, 17 3/8" x 15 ½", White, or its equivalent.

(c) Lavatory Fittings: Grohe Allure 32 128 000, Starlight finish (chrome),, or its equivalent and Mountain plumbing decorative bottle trap MT 2000, polished chrome, or its equivalent.

(d) Built-In Tub: Duravit Starck, 700338, 5'-10" built-in with Apron, White, or its equivalent

(e) Built-In Tub/Shower Fittings: Rainshower Solo 100 27819000/ New Tempesta Cosmopolitan 27522000/Relexa 28627000/Rota Flex 28025000/Allure 13265000/Allure 19375000/35015000 Pressure balance valve & shower/tub trim, Polished Chrome, or its equivalent

(f) Stand-alone Tub: Duravit Starck, 70010, white, or its equivalent

(g) Stand-alone Tub Fittings: Grohe Allure, 32754001, Starlight finish (chrome), or its equivalent

(h) Shower Fittings: Rainshower Cosmopolitan 210 27814000/ Rainshower 27489000/ Rainshower Solo 100 27819000/ New Tempesta Cosmopolitan 27522000, 28627000/ 28025000/ 19375000/ 35015000/ 19591SMO/ 29712000, pressure balance valve & shower trim, Polished Chrome, or its equivalent

(i) Shower Drain (stand-alone conditions): Luxe linear shower drain with tile insert, stainless steel or its equivalent.

(ii) Secondary Bathrooms:

(a) Toilet: Duravit D-Code, 011301, with seat, 0062090096, White, or its equivalent

(b) Lavatory: Duravit D-Code, 034265 00302, furniture washbasin, 25 5/8" x 18 7/8", White, or its equivalent

(c) Lavatory: Duravit D-Code, 034812 00302, furniture double washbasin, 47 ¼" x 18 7/8", White, or its equivalent

(d) Lavatory Fittings: Grohe Eurosmart Cosmopolitan 3-Hole basin, 20199000, Starlight finish (chrome), or its equivalent

(e) Tub: Duravit 2nd Floor, 70007500-ST8939, 5'-6" built-in with apron, White, or its equivalent

(f) Shower/Tub Fittings: Grohe New Tempesta Cosmopolitan 100, 26046000/27522000/28627000/28025000, Eurosmart Cosmopolitan 1327200/19411000/Europlus 118307, Pressure balance valve & shower/tub trim, Starlight finish (chrome), or its equivalent

(g) Shower Drain (stand-alone conditions): Luxe linear shower drain with tile insert, stainless steel or its equivalent.

(iii) Powder Room:

(a) Toilet: Duravit D-Code, 011301, with seat, 0062090096, White, or its equivalent

(b) Lavatory: Duravit Starck 2 Vessel, 2321440000, vanity counter mounted, 17 3/8" x 15 ½", White, or its equivalent.

(c) Lavatory Fittings: Grohe Allure 32 128 000, Starlight finish (chrome),, or its equivalent and Mountain plumbing decorative bottle trap MT 2000, polished chrome, or its equivalent.

(iv) Kitchen:

(a) Sink: Kohler Vault K-3894, under-mount, single basin sink,25"x22", Stainless Steel, or its equivalent

(b) Sink: Kohler Vault K-3996, under-mount, double basin sink, 33" x 22", Stainless Steel, or its equivalent

(c) Fittings: Kohler Purist, K-7505-VS, Vibrant Stainless, or its equivalent

(6) Kitchen & Bathroom Accessories:

(i) Master Bathrooms:

(a) Medicine Cabinet: Duravit X-LARGE, 7596, or its equivalent

(b) Vanity Console: Duravit X-LARGE, XL045C, white lacquer or its equivalent with Support towel rail XL-9903, chrome or its equivalent

(c) Vanities: Duravit Vanity Unit for Console X-Large, XL-6717, Duravit mobile storage unit X-Large, XL-2704, white lacquer or its equivalent

(d) Shower Enclosure: Frameless, " Clear tempered glass, CRL Laurence Prima, PPHS3SH, SDH980A door and side panel, square hinges, or its equivalent

(e) Towel Bars: (1) Grohe Allure, 40341000, 24", Polished Chrome, or its equivalent

(f) Towel Ring: (1) Grohe Allure, 40339000, Polished Chrome, or its equivalent

(g) Toilet Paper Holder: Grohe Allure, 40279000, Polished Chrome, or its equivalent

(h) Robe Hooks: (2) Duravit, 40284000, Polished Chrome, or its equivalent

(i) Shower Curtain Rod: Kirsch Recessed Curtain track, carrier and hooks, 9046/9686/9690 or its equivalent

(ii) Second Bathrooms:

(a) Medicine Cabinet: Duravit X-LARGE, 7592, or its equivalent

(b) Medicine Cabinet (at double basin only): Duravit X-LARGE, 7596, or its equivalent

(c) Towel Bar: (1) Grohe Allure, 40341000, 24", Polished Chrome, or its equivalent

(d) Vanity: Duravit 2-Drawer Cabinet, Durastyle, DS 6483, white lacquer or its equivalent

(e) Vanity (at double basin only): Duravit 2-Drawer Cabinet, Durastyle, DS 6486, white lacquer or its equivalent

(f) Robe Hooks: (2) Duravit, 40284000, Polished Chrome, or its equivalent

(g) Toilet Paper Holder: Grohe Allure, 40279000, Polished Chrome, or its equivalent

(h) Shower Curtain Rod: Kirsch Recessed Curtain track, carrier and hooks, 9046/9686/9690 or its equivalent

(iii) Powder Rooms:

(a) Mirror: Surface mounted, 24" x 30" , or its equivalent

(b) Towel Bar: (1) Grohe Allure, 40341000, 24", Polished Chrome, or its equivalent

(c) Toilet Paper Holder: Grohe Allure, 40279000, Polished Chrome, or its equivalent

(7) Kitchen Appliances (Market-rate Condominiums): Appliances shall be as follows, or equivalent:

(a) Refrigerator/Freezer (30" Wide): Sub-Zero, ICBIT-30C, flush inset, white laminate or equivalent

(b) Refrigerator/Freezer (36" Wide): Sub-Zero, ICBIT-36C, flush inset, white laminate or equivalent

(c) Refrigerator (24" Wide) /Freezer (18" Wide): Sub-Zero, ICBIT-24R & ICBIC-18F, flush inset, white laminate or equivalent

(d) Refrigerator (24" Wide) /Freezer (24" Wide): Sub-Zero, ICBIT-24R & ICBIC-24F, flush inset, white laminate or equivalent

(e) Gas Cooktop & Pull-out Hood (24" Wide): Bosch, NGM5451UC with HUI54451UC, Stainless Steel or equivalent

(f) Gas Cooktop & Pull-out Hood (30" Wide): Bosch, HUI5031UC , Stainless Steel or equivalent

(g) Gas Cooktop & Pull-out Hood (36" Wide): Bosch, HUI5651UC, Stainless Steel or equivalent

(h) Drawer Microwave (24" Wide): Bosch, HMD8451UC, Stainless Steel or equivalent

(i) Speed Combination Oven (30" Wide): Bosch, HBLP751UC, Stainless Steel or equivalent

(j) Wall Oven (24" Wide): Bosch, HBE5451UC, Stainless Steel or equivalent

(k) Dishwasher (18" Wide): Bosch, SPV5ES53UC, match cabinet or equivalent

(l) Dishwasher (24" Wide): Bosch, SGV63E03UC, match cabinet or equivalent

(m) Disposal: In-Sink-Erator, Evolution Compact or equivalent

(n) Warming Drawer (30" Wide): Bosch, HWD5051UC, Stainless Steel or equivalent

(8) Kitchen Appliances (421A and 7C- Super's Condominium units):

Appliances shall be as follows, or equivalent:

(a) Refrigerator/Freezer (30" Wide): Frigidaire, FFHT1817PS Stainless Steel or equivalent

(b) Gas Range (30" Wide): Frigidaire, FFGS3025LS, Stainless Steel or equivalent

(c) Microwave: Frigidaire, FFMV164LS, Stainless Steel, installed over the range. or equivalent

(d) Dishwasher (24" Wide): Frigidaire, FDB2410HIS, white or equivalent

(e) Disposal: In-Sink-Erator, Evolution Compact or equivalent

(9) Laundry Appliances (Market-rate Condominiums only):

Appliances shall be as follows, or equivalent:

(i) Washer/Dryer Stack Combo: LG, WM8000HVA and DLEX8000V with stacking kit KSTK2 or equivalent, Stacked Electric Laundry Center Unit, and Stainless Steel. Units to be mounted on top of Seicon VIB washer stand.

(ii) Separate (Side-by-Side) Washer & Dryer: LG WM8000HVA Stainless Steel washer and DLEX8000V stainless steel electric dryer or equivalent. Units to be mounted on top of Seicon VIB washer stand or equivalent.

W. DOCUMENTS TO BE TRANSFERRED TO THE CONDOMINIUM MANAGEMENT. The following documents shall be transmitted to the condominium management upon transfer of control:

- Final As-Built drawings, e.g. structural, mechanical, electrical, plumbing, approved shop drawings;
- Operation & Maintenance manuals for mechanical equipment;
- Electronic system manual;
- Re-commissioning manual;
- Equipment warranties;
- NDL Manufacturer's Roof Warranty;
- Major equipment Start-Up Sheets;
- Control System As-Built;
- Original Test & Balance Report for HVAC System;
- Post-construction In-Door Air Quality report;

END OF SECTION

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

REGISTERED ARCHITECT DANIEL J. KAPLAN 019581 STATE OF NEW YORK

FXFOWLE ARCHITECTS, LLP

Daniel J. Kaplan, AIA, LEED
Senior Partner

By:_____

Sworn to before me this
21st day of May 2015

YONG LIU
Notary Public, State of New York
Registration #01LI6287518
Qualified In Kings County
Commission Expires August 12, 2017

_____
Notary Public

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FORMER
110th STREET SERVICE STATION
BCP Site No. C231087

2040 FREDERICK DOUGLAS BOULEVARD
HARLEM NEW YORK
Block 1826 Lot 1

REMEDIAL ACTION WORK PLAN

AUGUST 2014

Prepared for:
Crescent 110 Equities LLC
316 West 118th Street
New York, NY 10026

AMC Engineering
99 Jericho Turnpike, Suite 300J
Jericho, NY 11753
Phone: (516) 417-8588

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EXECUTIVE SUMMARY

Site Description/Physical Setting/Site History

This Remedial Action Work Plan (RAWP) was prepared on behalf of Crescent 110 Equities LLC for the property located at 2040 Frederick Douglas Boulevard in the Central Harlem section of Manhattan (**Figure 1**). The Site, which is known as the Former 110th Street Service Station (the Site), was formally accepted into the New York State Brownfield Cleanup Program (BCP) April 10th 2014. The Brownfield Cleanup Agreement was executed by the NYSDEC on April 21, 2014 and assigned Site No. C231087. Crescent 110 Equities LLC was accepted into the program as a Volunteer.

The Site is located on the northeast corner of Frederick Douglass Boulevard and W. 110th Street, Harlem, New York, and is designated as Block 1826 Lot 1 by the New York City Department of Assessment. The Lot has 73 feet of street frontage on Frederick Douglass Boulevard, approximately 160 feet of frontage along Frederick Douglass Circle, approximately 125 feet along West 11th Street and approximately 9 feet of frontage along Central Park North (W. 110th Street) for a total area of 13,513 square feet (0.31 acres) (**see Figure** 2). The Lot is currently developed with a one-story service station building and roof canopy over the dispenser area. The building has a footprint of approximately 2,773 s.f. which, according to the NYC Department of Buildings, was constructed in 1955.

The property has an elevation of approximately 48 feet above the National Geodetic Vertical Datum (NGVD) feet. The depth to groundwater beneath the site, as determined from field measurements, is approximately 35 feet below grade. Based on groundwater contour maps, groundwater flow is southeasterly.

In 1902 the Site was vacant. From 1912 to 1921, the northwest portion of the Site was developed with a single-story building and a booth occupied by Aero Drome, a moving pictures company. In 1922, the Site was developed with a two-story commercial building in the northern portion. In 1922, this two-story building (with a cellar) was occupied by stores on the first floor and a dance hall and a billiard parlor on the second floor. In 1951, the first floor of this building was occupied by a gasoline station and auto repair facility with the second floor occupied by offices.

Six 550-gallon and two 1000-gallon gasoline tanks were depicted in the southwest portion of the Site in the 1951 Sanborn map. The present day commercial building located in the eastern portion of the Site was constructed in 1955 and since the time of construction of this building to the present day, the Site has been utilized as a gasoline station and auto repair shop. The Site was occupied by an Amoco Service Station from 1999 to 2004 and by an Exxon-branded Service Station from 2005 to 2010. The Site is currently occupied by a BP - branded Service Station.

In addition, a spill was reported (Spill No. 9509121) in 1995 when soil contamination was encountered during the installation of monitoring wells at the Site.

The Site is listed on the PBS database under the name 110th Street Service Station, Inc. (PBS No. 2-480665). The database lists this site as a PBS facility with 19 registered underground storage tanks (USTs). Fourteen of the underground tanks, including thirteen 550 gallon gasoline tanks and one 4,000 gallon gasoline tank are listed as "closed - removed" in October 1998. The remaining 5 USTs including four 8,000 gallon gasoline tanks and one 550-gallon waste oil tank are listed as "in-service" and remain on the property.

All five of the in-service USTs were installed on January 1, 1999. Tank tightness testing for the four gasoline USTs was conducted on March 10, 2006 and the next test is scheduled for January 1, 2014. Tank tightness testing for the waste oil UST was conducted on October 29, 2010

Summary of the Remedial Investigation

The remedial investigation was performed between April 9, 2014 and April 16, 2014 in accordance with the Remedial Investigation Work Plan. The goals of the Remedial Investigation were to define the nature and extent of contamination in soil, groundwater and any other impacted media; to identify the source(s) of the contamination; to assess the impact of the contamination on public health and/or the environment; and to provide information to support the development and evaluation of remedial alternatives to address the contamination.

Activities completed under the RI:

- Soil sampling and analysis for volatile and semi-volatile organic compounds (VOCs, SVOCs) in soil samples from soil boring locations;
- The installation of temporary groundwater monitoring wells;
- The collection and analysis of groundwater samples for volatile and semi-volatile organic compounds;
- Sampling for non-petroleum contaminants such as pesticides, PCBs and metals in soil and groundwater including the analysis of soil and groundwater samples; and,
- The collection of analysis of soil vapor samples for VOCs.

The field work portion of the RI was conducted by Environmental Business Consultants (EBC) between April 9 and April 16, 2014, in accordance with the protocols and methods as established in the Remedial Investigation Work Plan.

Subsurface soils at the site include a silty non-native fill with bricks, concrete and other rubble to a depth of approximately 15 feet below grade. A native brown silty sand is present immediately below the fill material with silty clay at depths ranging from 22 to 40 feet below grade.

Groundwater at the Site is present at a depth of approximately 35 feet below surface grade within the native sand and flows in a southeasterly direction.

The results of the RI identified free phase gasoline present at the water table, evident that contamination at the Site is related to an on-site release and historic use, which was not entirely remediated during excavation activities completed by the previous owner. The source areas onsite include the current and former UST areas. Although some impacted soil was removed from these areas historically when the tanks were removed/replaced, contaminated soil remained in this area.

Free phase gasoline is present primarily within the tank area but has also been observed to some degree in several other wells downgradient. Based on an 8 to 10 ft elevation difference for groundwater within the tank area and the greatest accumulation of free phase product, a perched groundwater zone is present in the UST area. During the tank replacement in 1995, it is likely that the excavation of impacted soil continued into the silty clay zone in an attempt to "dig out

of" the contamination. This area would then be backfilled with sand and fill of significantly higher permeability allowing water to collect and product to accumulate within the area and resulting in a perched water condition.

Impacted groundwater appears to be largely isolated to the perched water zone though impacted water (above standards) is also migrating south at relatively low concentrations. Groundwater impacts are generally low outside of the tank area suggesting that groundwater outside of the localized perched zone is not in contact with contaminated soil. It also appears that minimal migration of impacted groundwater is occurring as contaminated water within the tank area perched zone is isolated from the general water table.

No significant off-gassing is occurring on site from the source area(s) as is evident by the perimeter and interior soil vapor sampling results

Qualitative Human Health Exposure Assessment

The qualitative exposure assessment identified potential completed routes of exposure to VOCs, SVOCs and heavy metals to construction workers and remediation workers through inhalation, ingestion and dermal contact during excavation activities.

Based on the low levels of petroleum VOCs and chlorinated VOCs in soil vapor, there is a low potential for exposure to residents, commercial workers and visitors within the proposed buildings under a future development scenario. The mechanically ventilated sub-grade parking garage, in accordance with NYC Building Department code, will further mitigate potential vapor concerns.

With the low/moderate levels of VOCs reported in soil, groundwater and soil gas at the Site, there is a low potential for off-site exposure via vapor intrusion as a result of on-site contamination.

Based upon the concentrations of contaminants currently in groundwater beneath the Site and the distance and position of the Site relative to the Hudson River, there are no expected impacts to surface water environments from contaminants migrating beneath the Site.

Summary of the Remedy

The remedy recommended for the site is a Track 1 alternative (Alternative 1) which consists of the removal of all Underground Storage Tanks (USTs) and on-site soils which exceed the UUSCOs. It is expected that a Track 1 alternative will require excavation to a minimum depth of 25 feet across the majority of the Site with additional "hotspot" excavation to 37 feet below grade. Excavation will be performed to a depth of approximately 30 feet below grade with the remainder of the site (approximately 1,500 square feet along the eastern and southern property boundaries), will be excavated to a depth of 14 feet below grade. In specific areas identified as "hotspots", additional excavation will be performed to depths of 32 to 37 feet below grade in order to achieve the Unrestricted Use Soil Cleanup Objectives (UUSCOs). Approximately 12,588 cubic yards of soil will be removed and properly disposed off-site. This total quantity includes approximately 8,463 cubic yards (12,694 tons) of non-hazardous historic fill, 1,450 cubic yards (2,175 tons) of petroleum contaminated soil from the "hotspot" areas, and an estimated 2,675 cubic yards (4,013 tons) of clean native soil. Remediation of groundwater located within the UST excavation will be achieved through extraction of free phase gasoline / perched groundwater as well as chemical oxidant injection and treatment of the open excavation. An activated sodium persulfate complex in the form of a dry powder will be applied to the open excavation. In addition, nine injection points will be installed near areas of elevated petroleum contaminants in groundwater, for injection of sodium persulfate solution into the groundwater. Post-remedial groundwater sampling will be performed to confirm that remedial action objectives for groundwater have been achieved. The goal of the groundwater portion of the remedy is to achieve a bulk reduction in groundwater contamination to asymptotic levels. Over-excavated areas will be backfilled with either virgin mined or recycled materials or certified fill which meets unrestricted SCOs. The remedy will include the following items:

1. Removal of underground storage tanks
2. Excavation of soil/fill exceeding Track 1 unrestricted use SCOs as listed in Table 1 to a depths as great as 30 feet below grade;
3. Excavation of VOC hotspot areas to depths ranging from 32 to 37ft below grade;
4. Removal of free phase gasoline and perched groundwater from UST excavation, via pumping;

5. Treatment of residual groundwater contamination via injection of chemical oxidants;
6. Screening for indications of contamination (by visual means, odor, and monitoring with PID) of all excavated soil during any intrusive Site work;
7. Collection and analysis of end-point soil samples and post-remedial groundwater samples to evaluate the performance of the remedy with respect to attainment of unrestricted SCOs and groundwater standards;
8. Appropriate off-Site disposal of all material removed from the Site in accordance with all Federal, State and local rules and regulations for handling, transport, and disposal;
9. Import of materials to be used for backfill and cover in compliance with: (1) chemical limits and other specifications included in **Table 1**, (2) all Federal, State and local rules and regulations for handling and transport of material.
10. If Track 1 cleanup is not achieved, a site cover system will be implemented consisting of the concrete building foundation.
11. If Track 1 cleanup is not achieved, implementation of a Site Management Plan (SMP) for long term maintenance of the Engineering Controls.
12. If Track 1 cleanup is not achieved, an Environmental Easement will be filed against the Site to ensure implementation of the SMP.

All responsibilities associated with the Remedial Action, including permitting requirements and pretreatment requirements, will be addressed in accordance with all applicable Federal, State and local rules and regulations.

Remedial activities will be performed at the Site in accordance with this NYSDEC-approved RAWP. All deviations from the RAWP will be promptly reported to NYSDEC for approval and fully explained in the FER.

A.F.F.	ABOVE FINISHED FLOOR	DIA.	DIAMETER	G.F.	GROUND FLOOR	MAX.	MAXIMUM	R.	RISERS	T.	TREADS
A.C.	AIR CONDITIONING	DIM	DIMENSION	G.W.B.	GYPSUM WALLBOARD	M.B.	MASTER BEDROOM	R.A.	RETURN AIR	T.C.	TRASH CHUTE
A.D.	ACCESS DOOR	DN.	DOWN	GL.	GLASS	MECH.	MECHANICAL	R.D.	ROOF DRAIN	T.D.	TOWEL DISPENSER
ALUM.	ALUMINUM	DX.	DRYER EXHAUST	GYP. BD.	GYPSUM BOARD	MEMB.W.P.	MEMBRANE WATERPROOFING	REF.	REFERENCE	TR.	TOILET EXHAUST
ARCH.	ARCHITECTURAL	D.V.	DRYER VENT	H.C.W.D.	HOLLOW CORE WOOD	MEZZ.	MEZZANINE	R.C.P.	REFLECTED CEILING PLAN	TEL.	TELPHONE
@	AT	DW	DISHWASHER	H.M.	HOLLOW METAL	MTL.	METAL	REINF.	REINFORCEMENT	T.O.	TOP OF
B.A.	BATHROOM	DWG.	DRAWING	HORIZ.	HORIZONTAL	M.F.	METAL FURRING	REQ'D	REQUIRED	T.O.S.	TOP OF SLAB
BET.	BETWEEN	EL.	ELEVATION	H.P.	HIGH POINT	MIN.	MINIMUM	RM.	ROOM	T.O.W.	TOP OF WALL
B.L.	BUILDING LINE	ELEC.	ELECTRICAL	HR.	HOUR	MISC.	MISCELLANEOUS	R.R.	RETURN REGISTER	TEMP.	TEMPORARY
BLDG.	BUILDING	ELEC. CL.	ELECTRICAL CLOSET	H.V.A.C.	HEATING, VENTILATING, AND CONDITIONING	M.O.	MASONRY OPENING	S.A.	SLEEPING ALCOVE	T.R.	TELEPHONE RISERS
B.O.	BOTTOM OF	ELEV.	ELEVATOR	I.D.	INSIDE DIAMETER	N.I.C.	NOT IN CONCRACT	SCWD	SOLID CORE WOOD	T.R.E.	TRASH ROOM EXHAUST
BOTT.	BOTTOM	E.M.R.	ELEVATOR MACHINE ROOM	I.G.U.	INSULATED GLASS UNIT	O.A.I.	OUTSIDE AIR INTAKE	S.E.	SERVICE ELEVATOR	TYP.	TYPICAL
BR	BEDROOM	ENCL.	ENCLOSURE	INSUL.	INSULATION	O.C.	ON CENTER	SEC.	SECONDARY	U.O.N.	UNLESS OTHERWISE NOTED
C.E.	COMBINATION ELEVATOR	E.O.S.	EDGE OF SLAB	I.U.	INCREMENTAL UNIT	O.D.	OUTSIDE DIAMETER	SECT.	SECTION	VERT.	VERTICAL
CLG.	CEILING	EQUIP.	EQUIPMENT	JAN.CL.	JANITOR'S CLOSET	O.G.	OCCUPANCY GROUP	SH.	SHOWER	VEST.	VESTIBULE
CEM.	CEMENT	EXH.	EXHAUST	JT.	JOINT	OPH.	OPPOSITE HAND	SIM.	SIMILAR	V.J.	V GROOVE JOINT (FOR EFIS)
CER.	CERAMIC	E.J.	EXPANSION JOINT	KIL.	KITCHEN EXHAUST	OPNG.	OPENING	SLV.	SLEEVE	W.I.C.	WALK IN CLOSET
CL.	CLOSET	F.D.	FLOOR DRAIN	KIT.	KITCHEN	OPR.	OPERABLE	S.O.	SLAB OPENING	W/	WITH
CLR.	CLEAR	F.E.C.	FIRE EXTINGUISHER CABINET	K.O.	KNOCK DOWN	P.E.	PASSENGER ELEVATOR	S.P.	STARTING POINT	WD	WASHER / DRYER
℄	CENTER LINE	F.H.C.	FIRE HOSE CABINET	K.V.	KITCHEN VENT	PL.	PLATE	SPEC.	SPECIFICATION	WD.	WOOD
C.M.U.	CONCRETE MASONRY UNIT	F.F.	FINISH FLOOR	LAM.	LAMINATED	P.	PROPERTY LINE	S.R.	SUPPLY RISER	W.O.	WINDOW OPENING
COL.	COLUMN	FLR.	FLOOR	LD.	LAUNDRY EXHAUST	PLC.	PLUMBING CHASE	ST. STL.	STAINLESS STEEL	W.P.	WATERPROOFING
CONC.	CONCRETE	F.P.	FIREPROOFING	LAV.	LAVATORY	PL. LAM.	PLASTIC LAMINATE	STL.	STEEL	W.R.	WATER RESISTANT
CONTD.	CONDUIT	F.P.S.C.	FIREPROOF SELF CLOSING	LC.	LINEN CLOSET	PTD.	PAINTED	STOR.	STORAGE		
CONT.	CONTINUOUS	F.R.	FIRE RETARDANT	L.P.	LOW POINT	QH	QUALITY HOUSING	STRUCT.	STRUCTURAL		
C.S.	CORRIDOR SUPPLY	F.S.P.	FIRE STANDPIPE	MACH.	MACHINE			SUSP. CLG.	SUSPENDED CEILING		
DTL.	DETAIL	GA.	GAUGE								

R1 | ABBREVIATIONS

1/16" = 1'-0"

CONCRETE

CONCRETE MASONRY UNIT (C.M.U.)

BRICK

STONE

EIFS

STEEL

BATT INSULATION

RIGID INSULATION

WATERPROOF MEMBRANE

(2) COLUMN NUMBER AND GRID

DIMENSION

COORDINATE FROM 0'-0"

ELEVATION INDICATION

ELEVATION SECTION/DETAIL NUMBER

DRAWING NUMBER

ELEVATION NUMBER

DRAWING NUMBER

ROOM NAME

ROOM NUMBER

DOOR NUMBER

PARTITION TYPE (SEE DWG. A-002)

R16 | MATERIALS AND SYMBOLS - DOB

3/16" = 1'-0"

GENERAL NOTES

1. FOR SITE PLAN, ABBREVIATIONS, SYMBOLS, AND MATERIALS SEE DWG NO A-002.00
2. FOR GWB PARTITION TYPES AND DETAILS SEE DWG NO A-041.00
3. FOR DOOR SCHEDULE, TYPES AND DETAILS SEE DWG NO A-041.00
4. ALL ELEVATIONS GIVEN THUS [ ] ARE GIVEN IN RELATION TO DATUM [± 0'-0"= ++ 50.38' WHICH IS ACTUAL AND REFERS TO NAVD 1988 DATUM WHICH IS 1.85 MEDIUM THE BOROUGH OF MANHATTAN TOPOGRAPHICAL BUREAU DATUM
5. REFER TO SHEET A-401 FOR ALL T.O.S. ELEVATIONS. TYPICAL APARTMENTS T.O. FINISH FLOOR IS AT (+0'-3" ABOVE T.O.S.U.O.N.)
6. ALL INTERIOR DIMENSIONS ARE GIVEN TO FINISHED FACE OF GWB, CMU OR EXPOSED STRUCTURE
7. SEE DWG. NO. A-220.00 THRU A-224.00 FOR BUILDING CORE PLANS AND SECTIONS
8. SEE DWGS. NO. A-121.00 THRU A-122.00 FOR REFLECTED CEILING PLANS
9. SEE DWGS. SERIES NO. A-302's FOR KITCHEN & BATHROOM PLANS, ELEVATIONS, & DETAILS
10. ALL PARTITIONS WITHIN APTS. TO BE TYPE 1S AT BEDROOMS AND TOILETS AND TYPE 1 AT KITCHENS AND CLOSETS, U.O.N.
11. ALL UNITS DEMISING PARTITIONS TO BE TYPE 2HS, U.O.N
12. ALL COLUMN (EXCEPT ROUND) & SHEAR WALL ENCLOSURES TO BE TYPE 1C, U.O.N.
13. FOR ACCESSIBILITY REQUIREMENTS SEE DWG NO A-004.00.
14. ALL PARTITIONS AT HEAT PUMPS TO HAVE SOUND INSULATION
15. ALL VERTICAL FINS ARE 4" IN DEPTH, U.O.N.
16. ALL ELECTRICAL CLOSET PIPING SHALL BE FIRE-STOP (FLOOR-TO-FLOOR) AND PROVIDED WITH 1 1/2 HR FFSC DOORS
17. REFER TO BPP DRAWINGS FOR SIDEWALK AND CORRESPONDING SITE WORK SCOPE OF WORK
18. FURNITURE AND CLOSET SHELVING WITHIN APARTMENT UNITS ARE SHOWN FOR DESIGN INTENT ONLY AND NOT IN CONTRACT

RESIDENTIAL ENTRANCE

RETAIL ENTRANCE

COMMUNITY FACILITY ENTRANCE

BOH ENTRANCE

PARKING DROP-OFF

HYDRANT

SIAMESE CONNECTION

LAMP POST

PROPOSED TREES

EXISTING TREES TO BE REMOVED

EXISTING TREES TO BE REMOVED TEMPORARILY FOR CONSTRUCTION - PARKS DPT. APPROVAL PENDING

ZONING LOT BOUNDARY*

REQUIRED SETBACK AT 85'

CONSTRUCTION FENCE

*EXTENT OF LEED BOUNDARY FOLLOWS ZONING LOT BOUNDARY



A1 | SITE PLAN

1" = 30'-0"

2040 FREDERICK DOUGLASS BOULEVARD



L16 | FEMA FIRM MAP - 2007

3/32" = 1'-0" | SITE IN ZONE X, 0.02% CHANCE OF FLOODING

2040 FREDERICK DOUGLASS BOULEVARD



F16 | FEMA FIRM MAP - 2013

3/32" = 1'-0" | SITE IN ZONE X, 0.02% CHANCE OF FLOODING

ISSUE FOR CONSTRUCTION	11.22.2013
DOB FILING SUBMISSION NO. 1	11.15.2013
DOB FILING SUBMISSION NO. 2	11.01.2013
ISSUE FOR CONSTRUCTION	10.31.2013
50% CONSTRUCTION DOCUMENTS	08.23.2013
DOB FILING SUBMISSION NO. 1	08.16.2013
DOB FILING SUBMISSION	06.24.2013
DESIGN DEVELOPMENT	05.30.2013

NO. REVISIONS / ISSUANCES DATE

F X F O W L E

CRESCENT 110 EQUITIES LLC
WSP GROUP
ETTINGER ENGINEERING ASSOCIATES
URS CORPORATION
FRANK SETA & ASSOCIATES, LLC
ONE LUX STUDIO
LONGMAN LINDSEY
STEVEN WINTER ASSOCIATES, INC.
FUTURE GREEN STUDIO
SULLIVAN GROUP DESIGN LLC

2040 FREDERICK DOUGLASS BOULEVARD

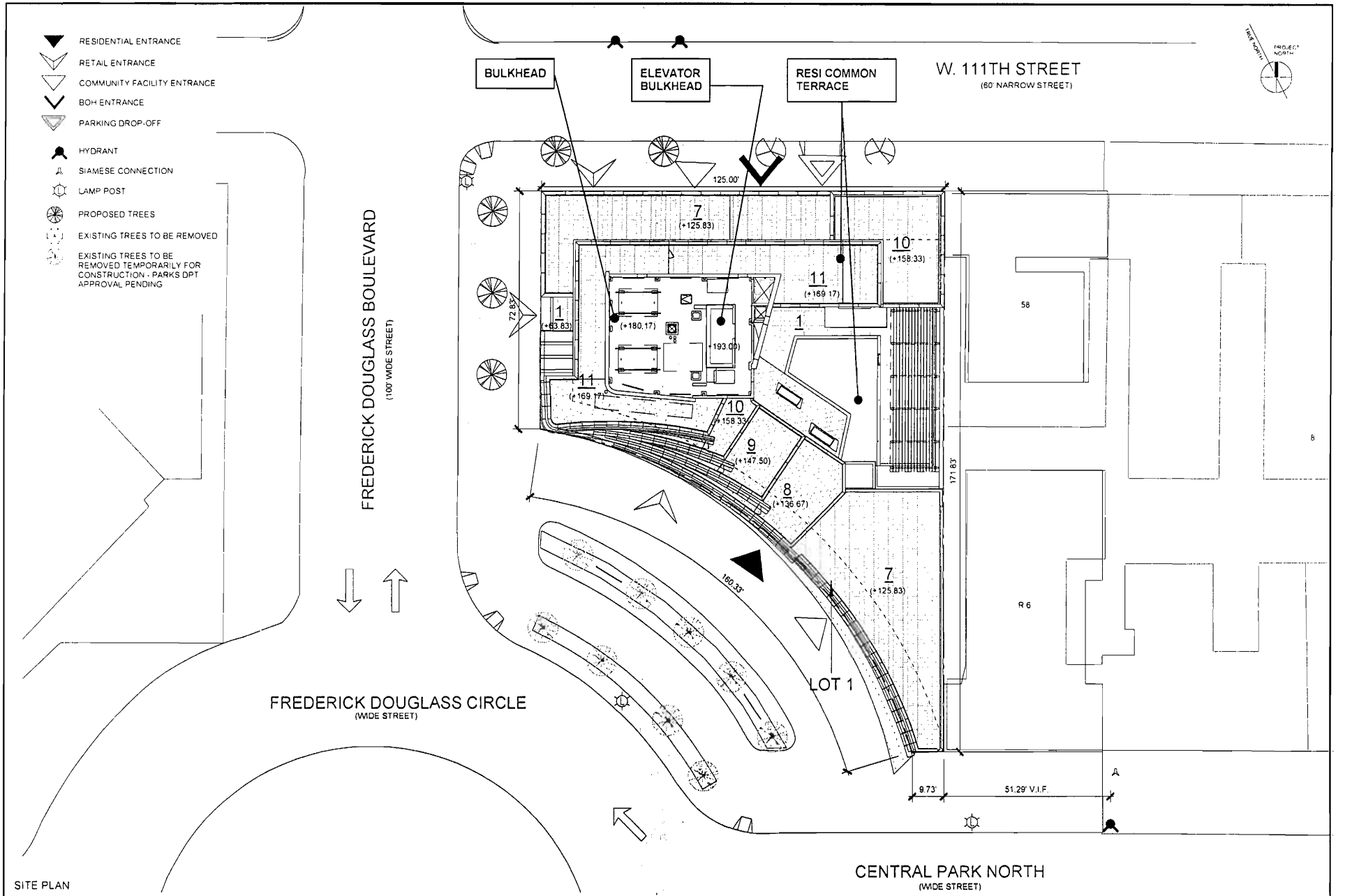
SITE PLAN, ABBREVIATIONS, SYMBOLS & MATERIALS

Drawn: Author: Checked: Checked: Date: 1/4/2013 Scale: As noted

A-002.00

Sheet 2 of 139

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SITE PLAN

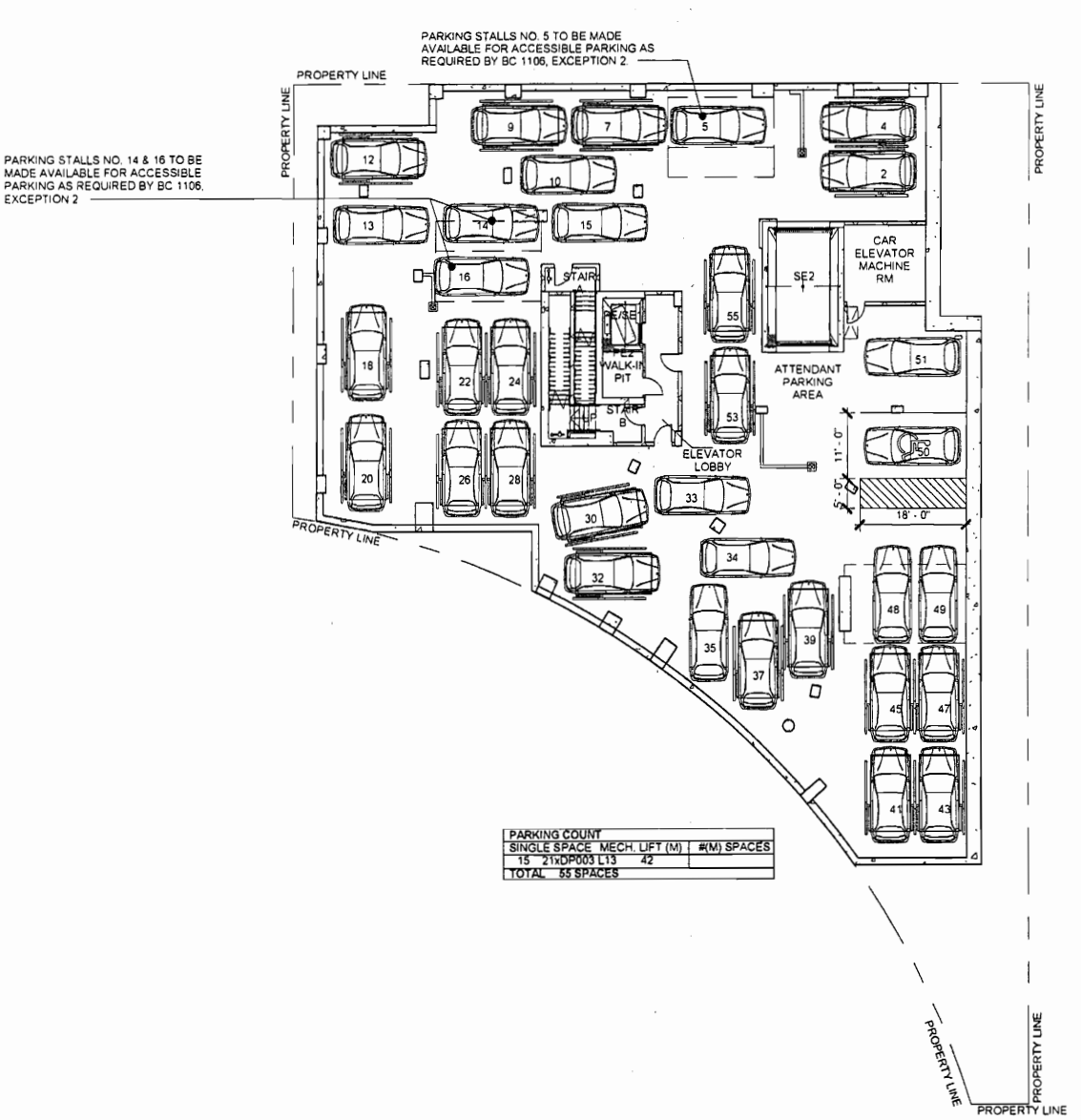
2040 FREDERICK DOUGLASS BOULEVARD

0 5' 10' 15' 30'

SCALE 1"=40'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS.

NOTED DIMENSIONS REFLECT AVERAGE INTERIOR DIMENSIONS OF SPACE.



SUB-CELLAR FLOOR PLAN

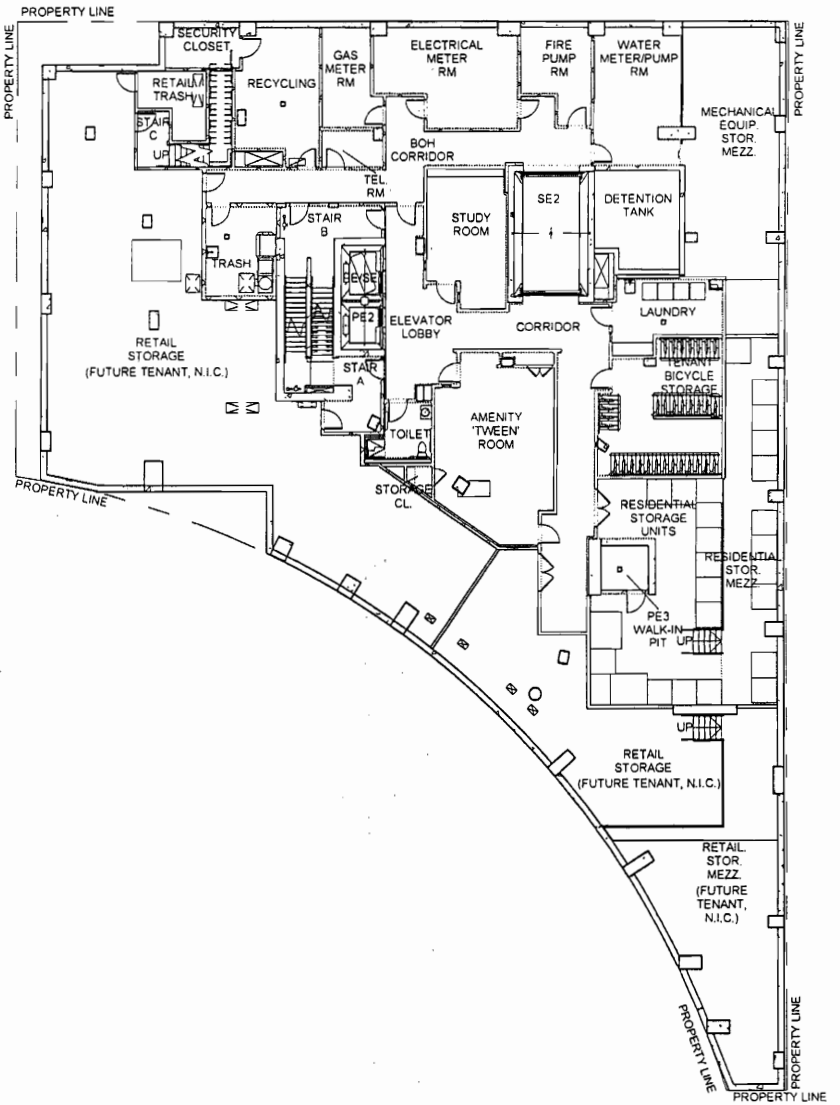
2040 FREDERICK DOUGLASS BOULEVARD

0' 10' 20' 40

SCALE: 1" = 30'-0"

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CELLAR FLOOR PLAN

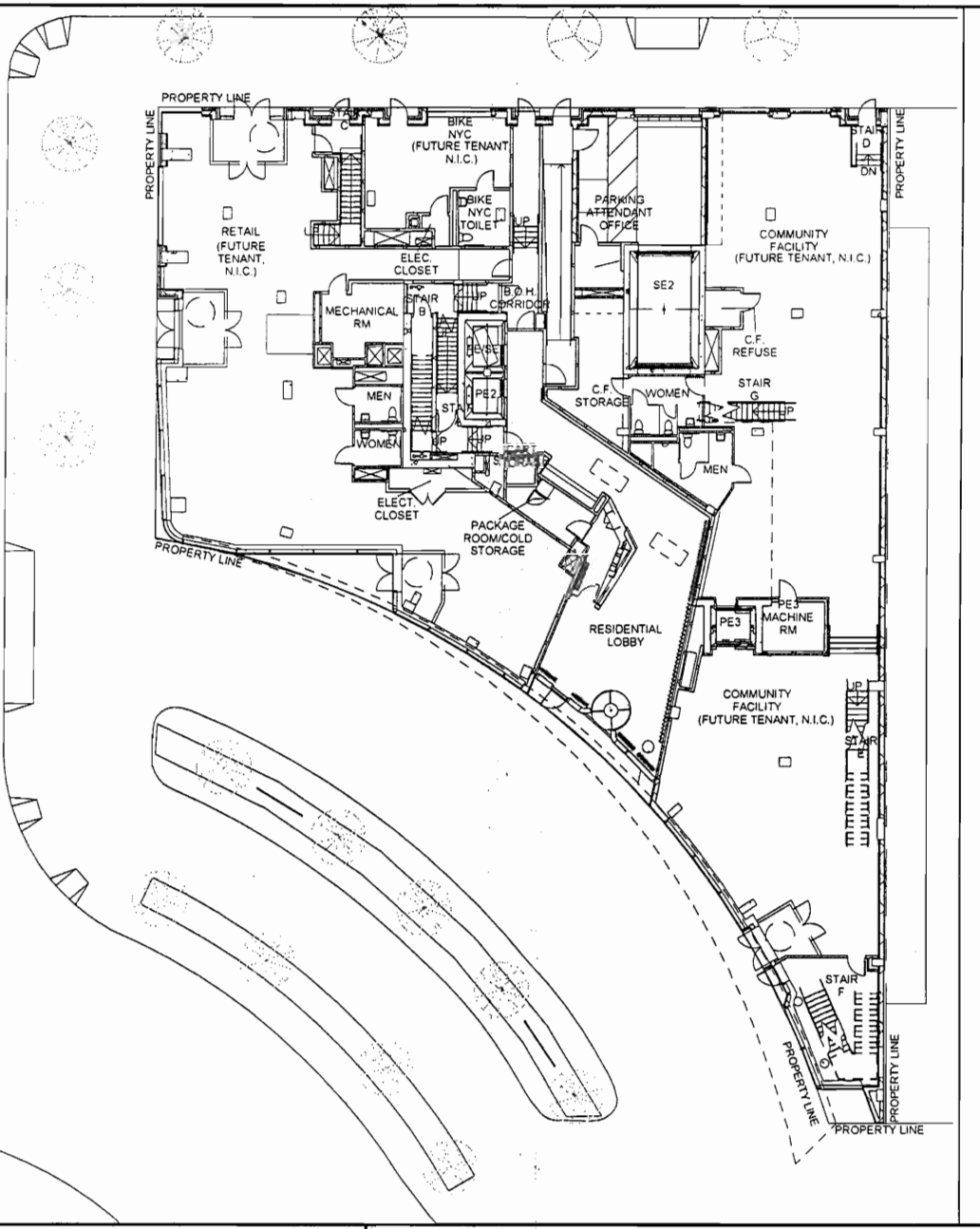
2040 FREDERICK DOUGLASS BOULEVARD

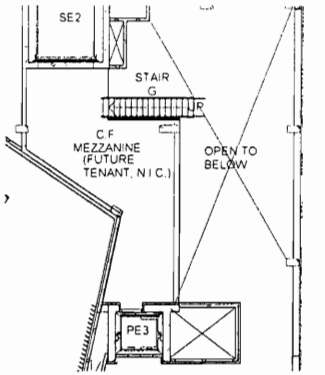
0' 10' 20' 40

SCALE: 1" = 30'-0"

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GROUND & MEZZANINE FLOOR PLAN

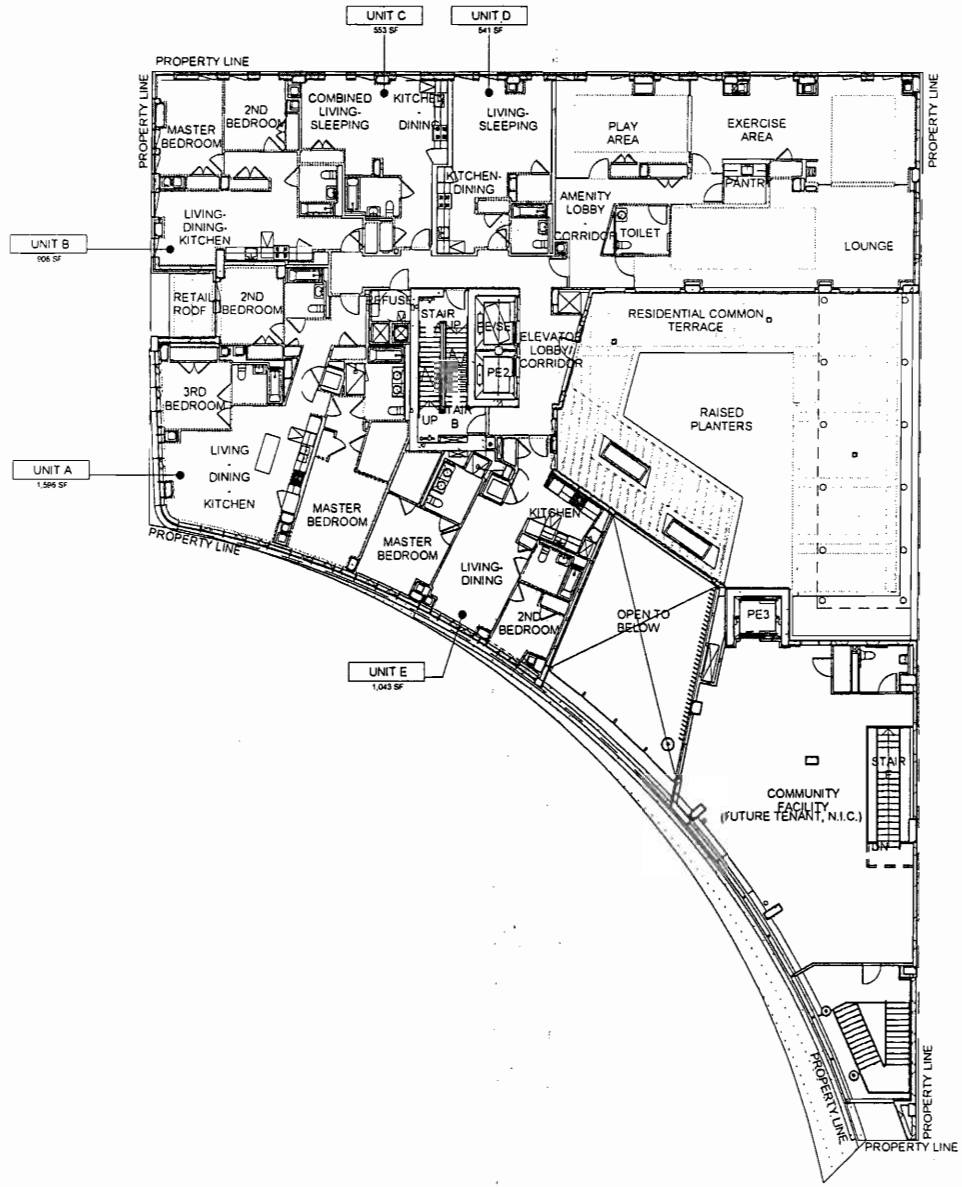
2040 FREDERICK DOUGLASS BOULEVARD

0' 10' 20' 40

SCALE: 1" = 30'-0"

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2ND FLOOR PLAN

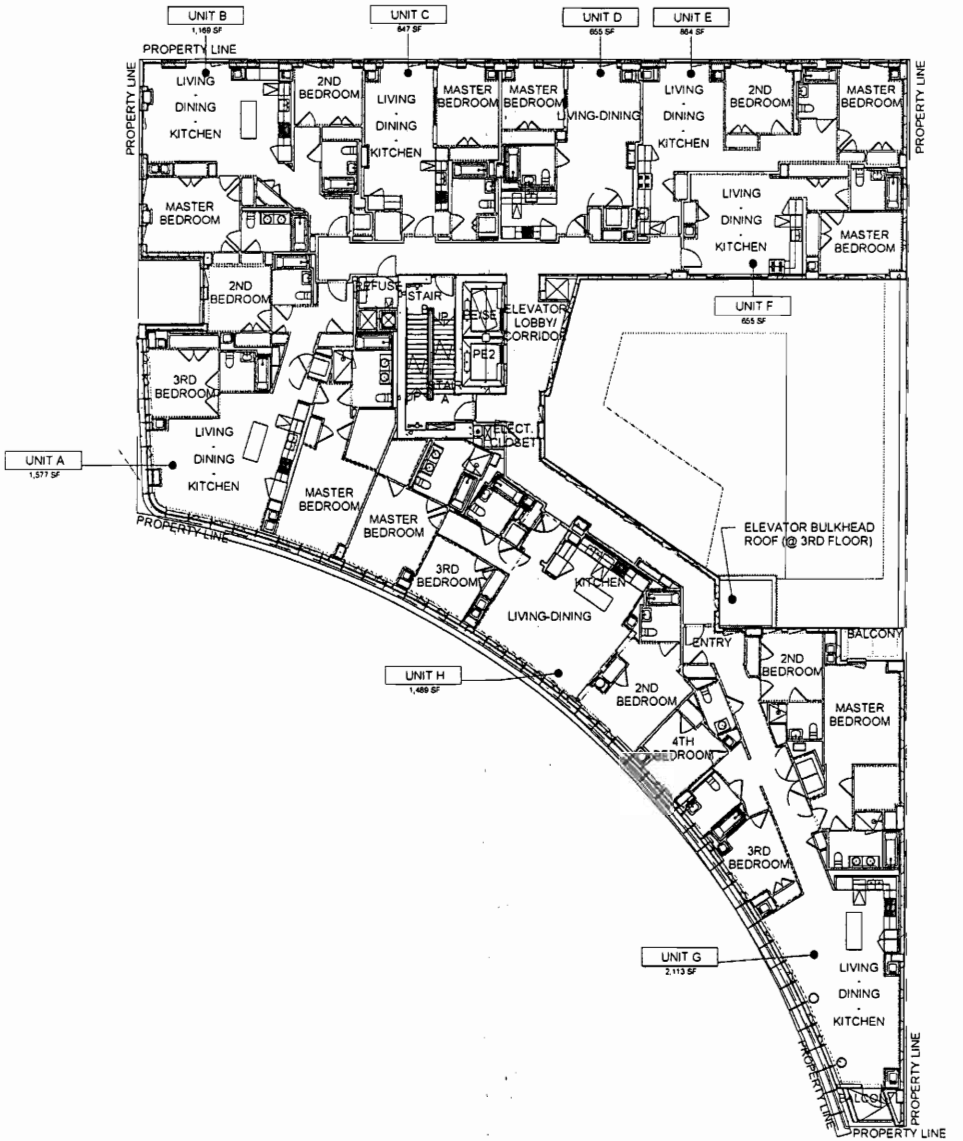
2040 FREDERICK DOUGLASS BOULEVARD

0' 10' 20' 40

SCALE: 1" = 30'-0"

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3RD THRU 5TH FLOOR PLAN

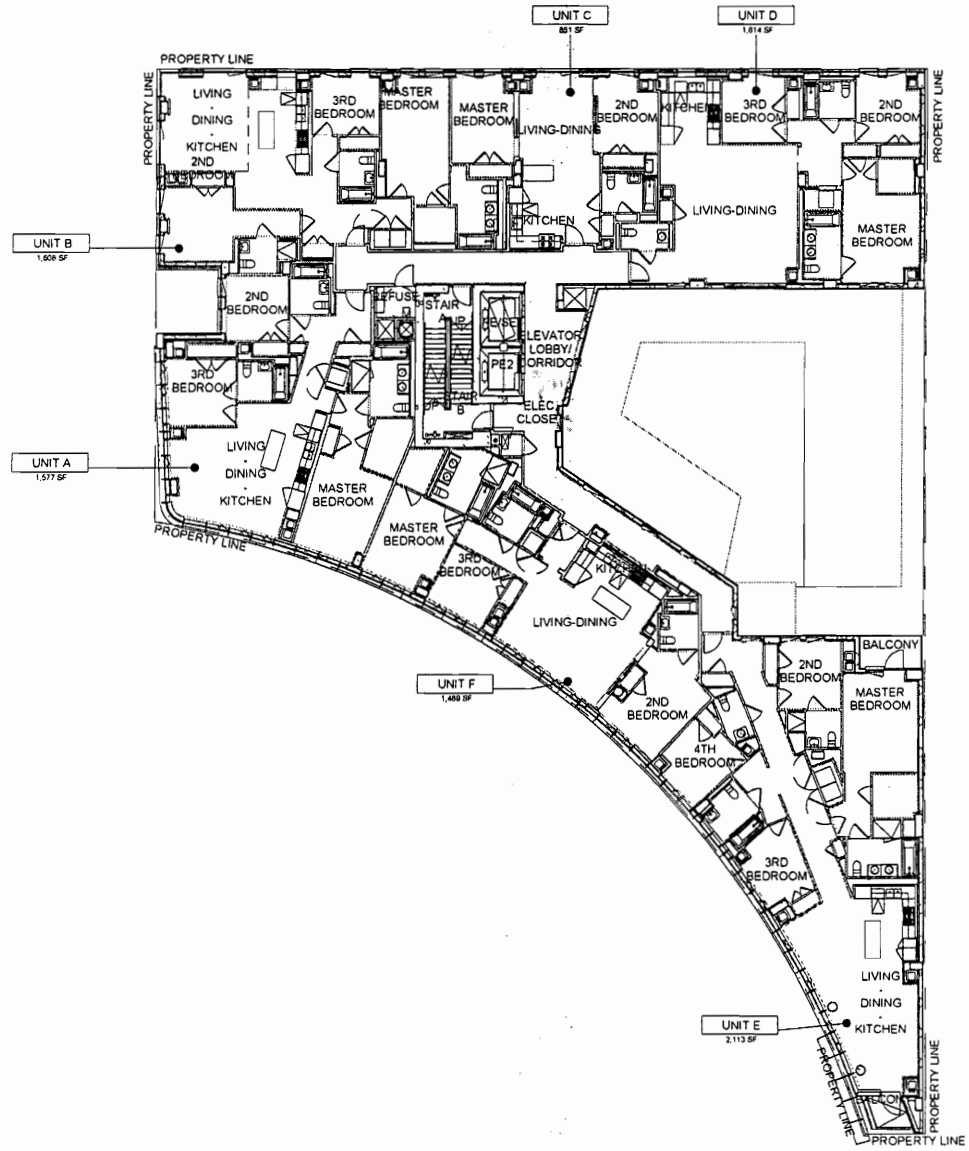
2040 FREDERICK DOUGLASS BOULEVARD

0' 10' 20' 40

SCALE: 1" = 30'-0"

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6TH FLOOR PLAN

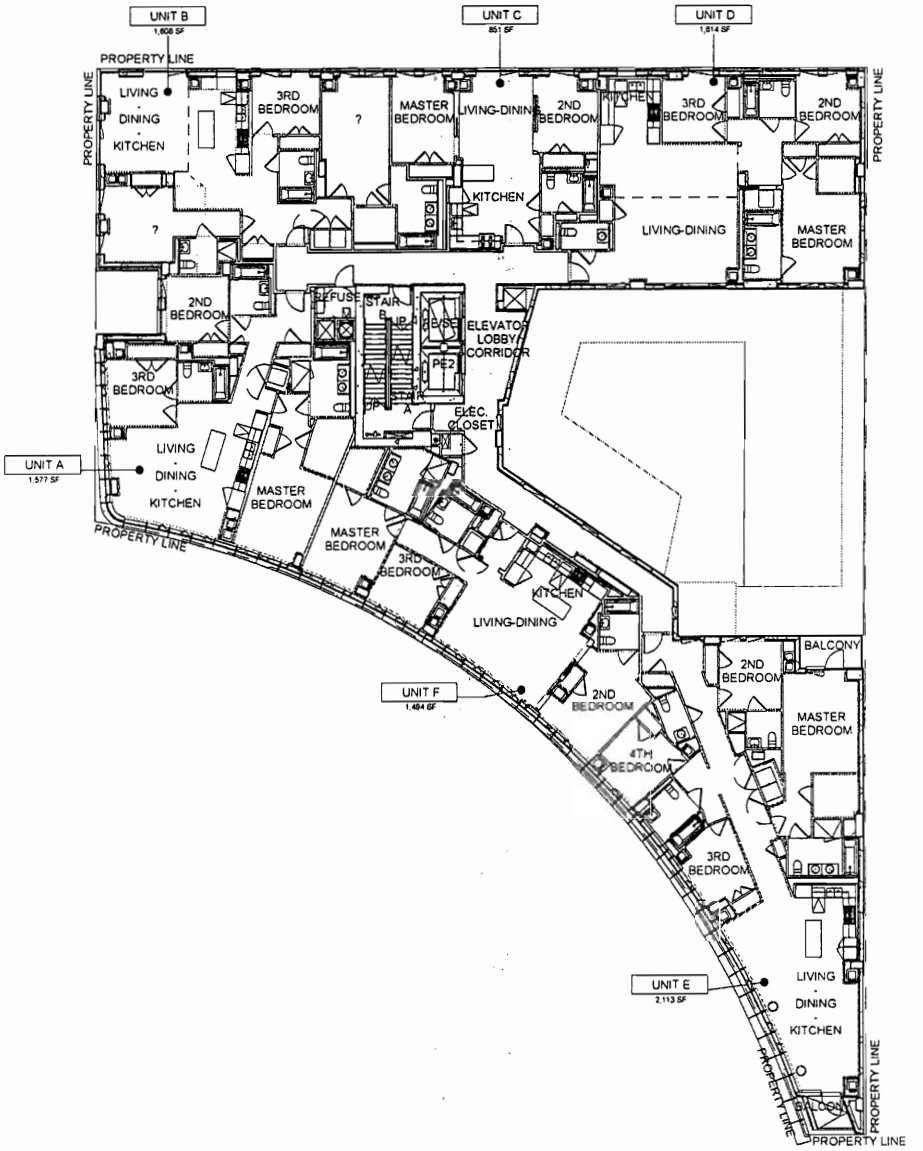
2040 FREDERICK DOUGLASS BOULEVARD

0' 10' 20' 40

SCALE: 1" = 30'-0"

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7TH FLOOR PLAN

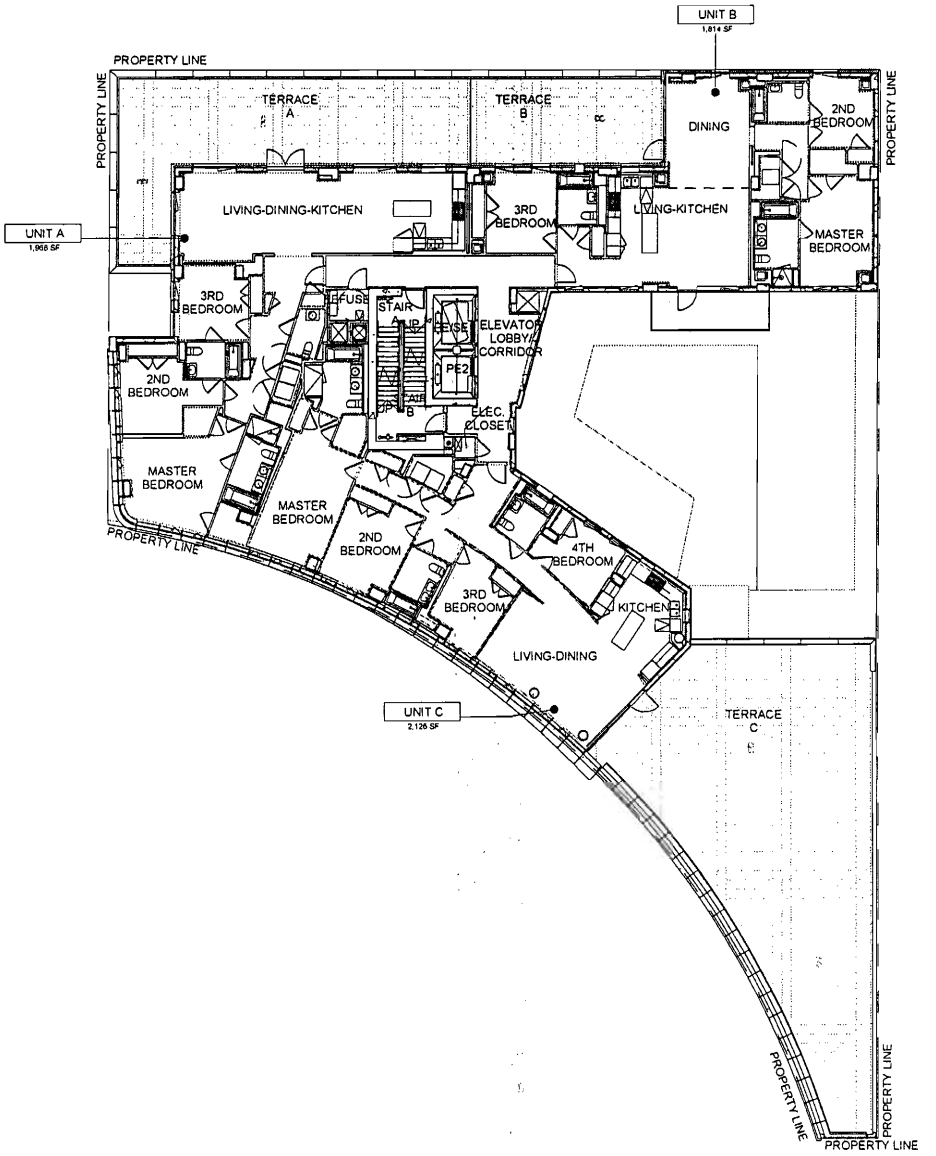
2040 FREDERICK DOUGLASS BOULEVARD

0' 10' 20' 40

SCALE: 1" = 30'-0"

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8TH FLOOR PLAN

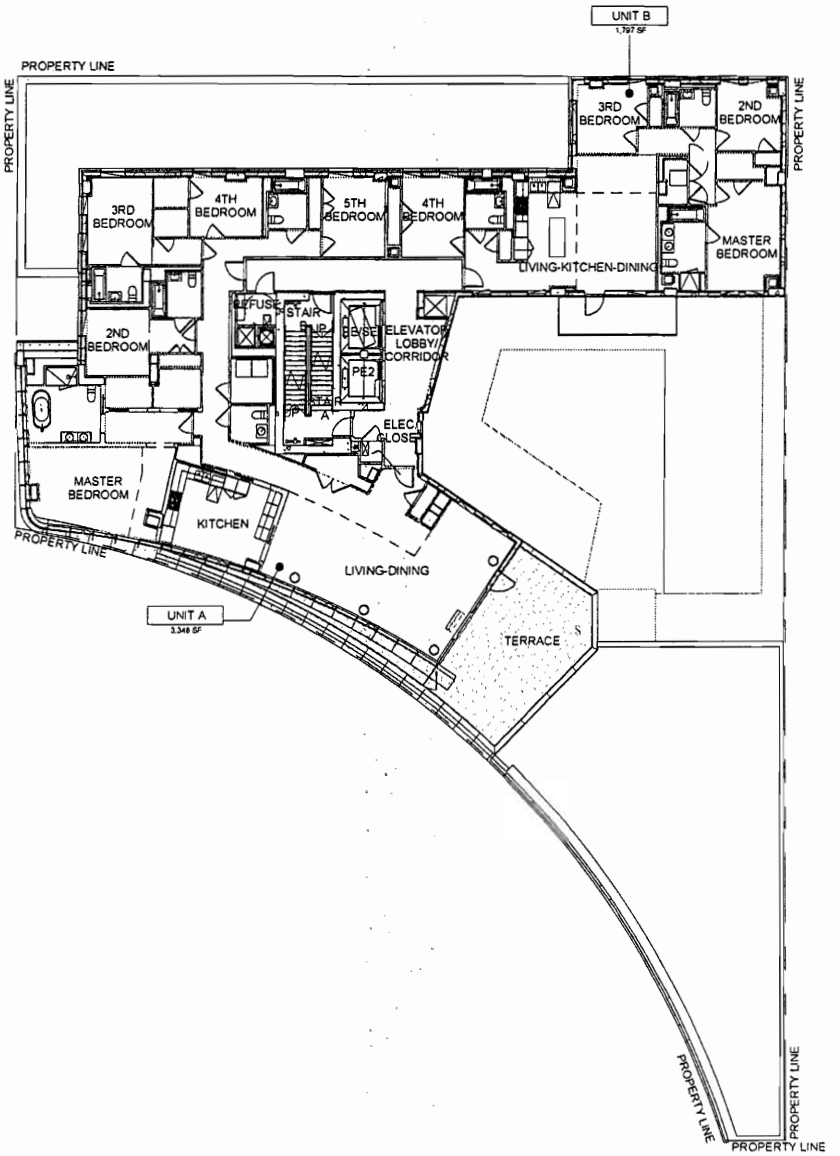
2040 FREDERICK DOUGLASS BOULEVARD

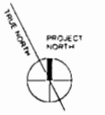
0' 10' 20' 40

SCALE: 1" = 30'-0"

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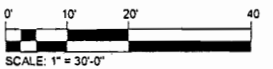
NOTED DIMENSIONS REFLECT AVERAGE INTERIOR DIMENSIONS OF SPACE.





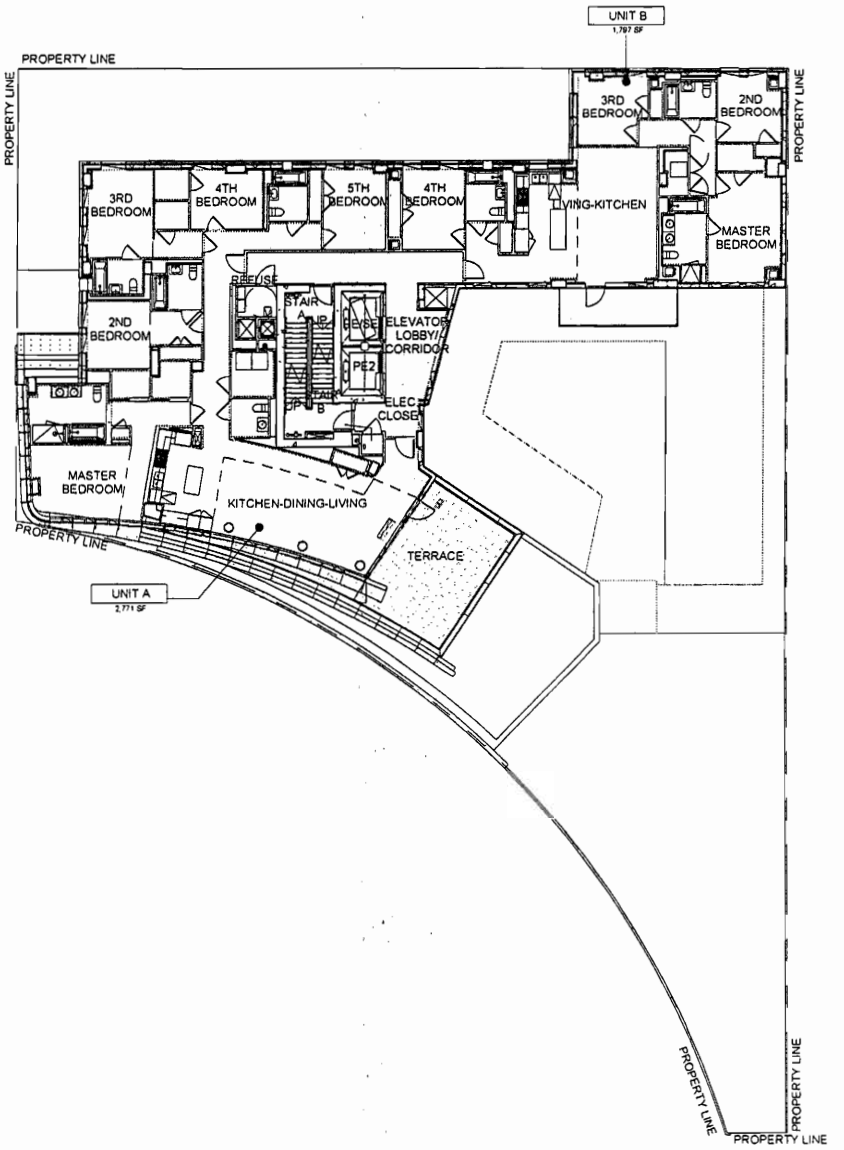
9TH FLOOR PLAN

2040 FREDERICK DOUGLASS BOULEVARD



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10TH FLOOR PLAN

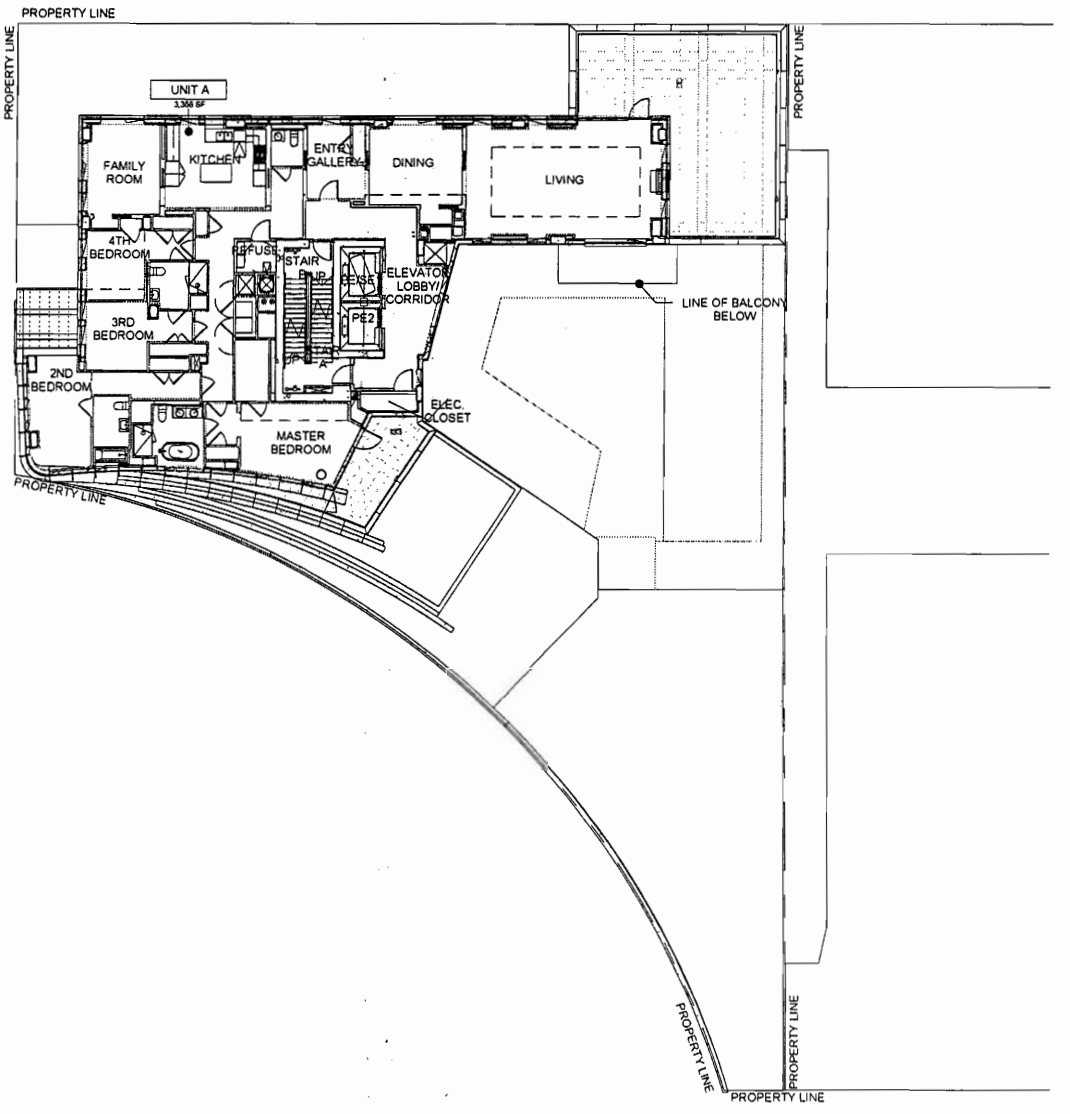
2040 FREDERICK DOUGLASS BOULEVARD

0' 10' 20' 40

SCALE: 1" = 30'-0"

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11TH FLOOR PLAN

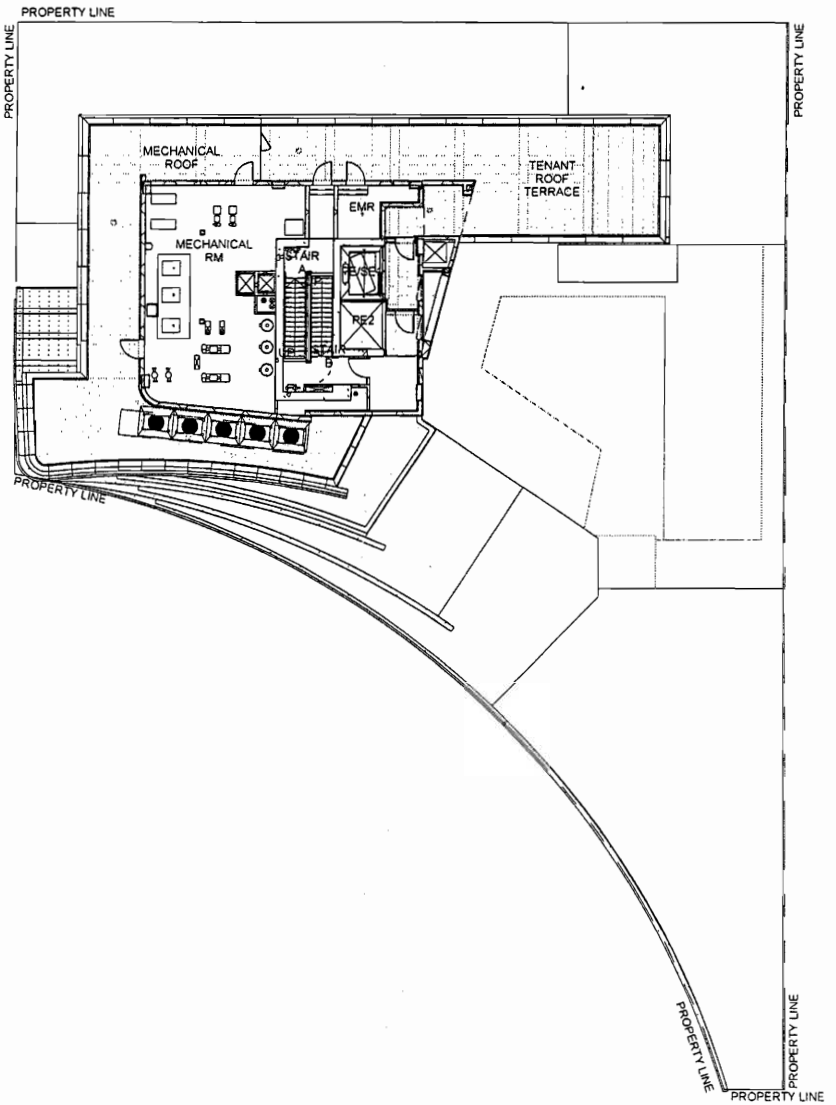
2040 FREDERICK DOUGLASS BOULEVARD

0' 10' 20' 40

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS.

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12TH FLOOR M.E.R. & E.M.R. PLAN

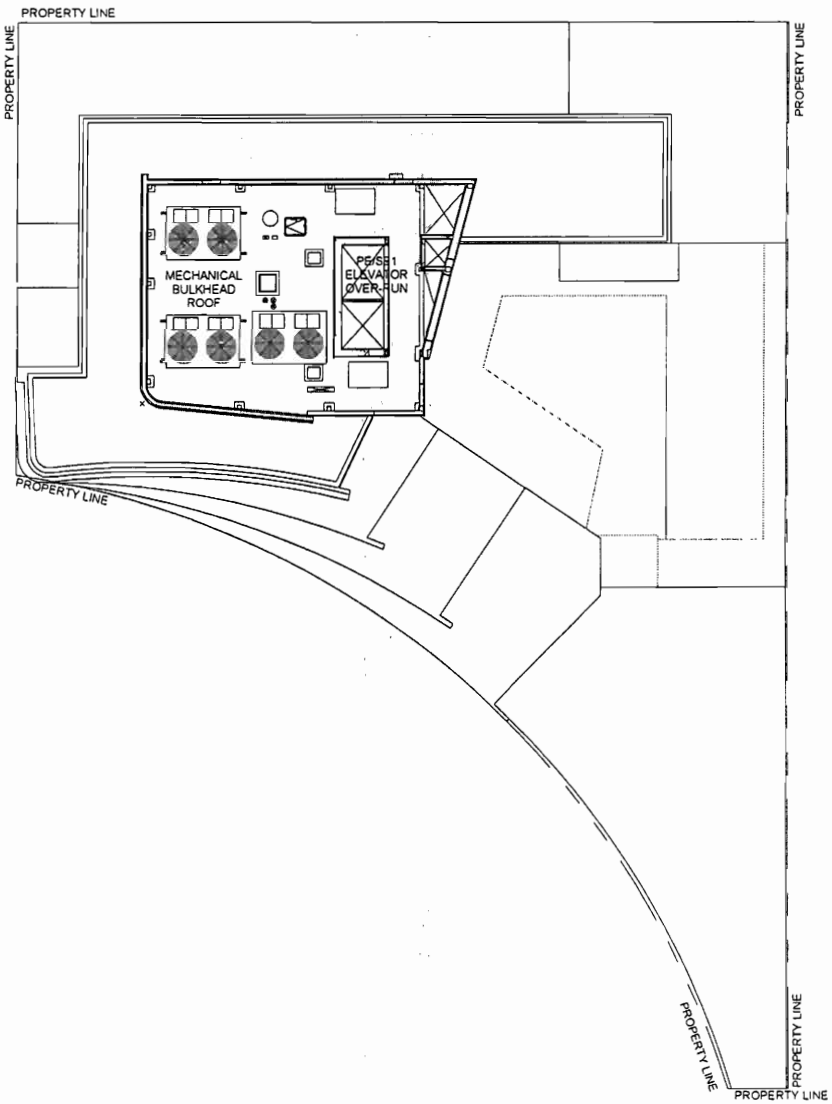
2040 FREDERICK DOUGLASS BOULEVARD

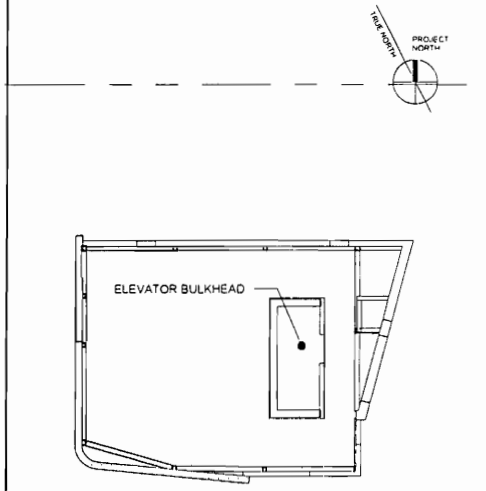
0' 10' 20' 40

SCALE: 1" = 30'-0"

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MECHANICAL & ELEVATOR BULKHEAD PLANS

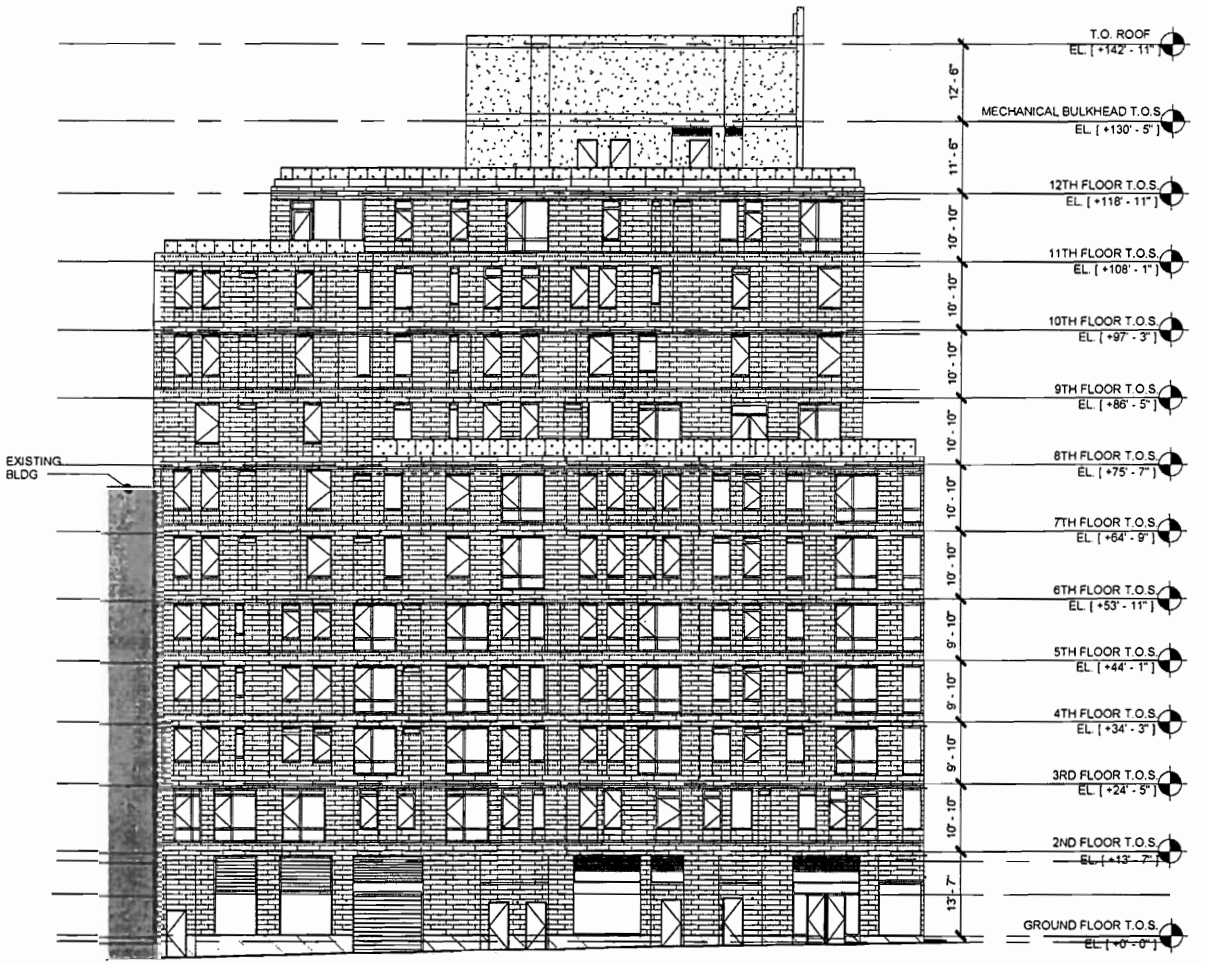
2040 FREDERICK DOUGLASS BOULEVARD

0' 10' 20' 40'

SCALE: 1" = 30'-0"

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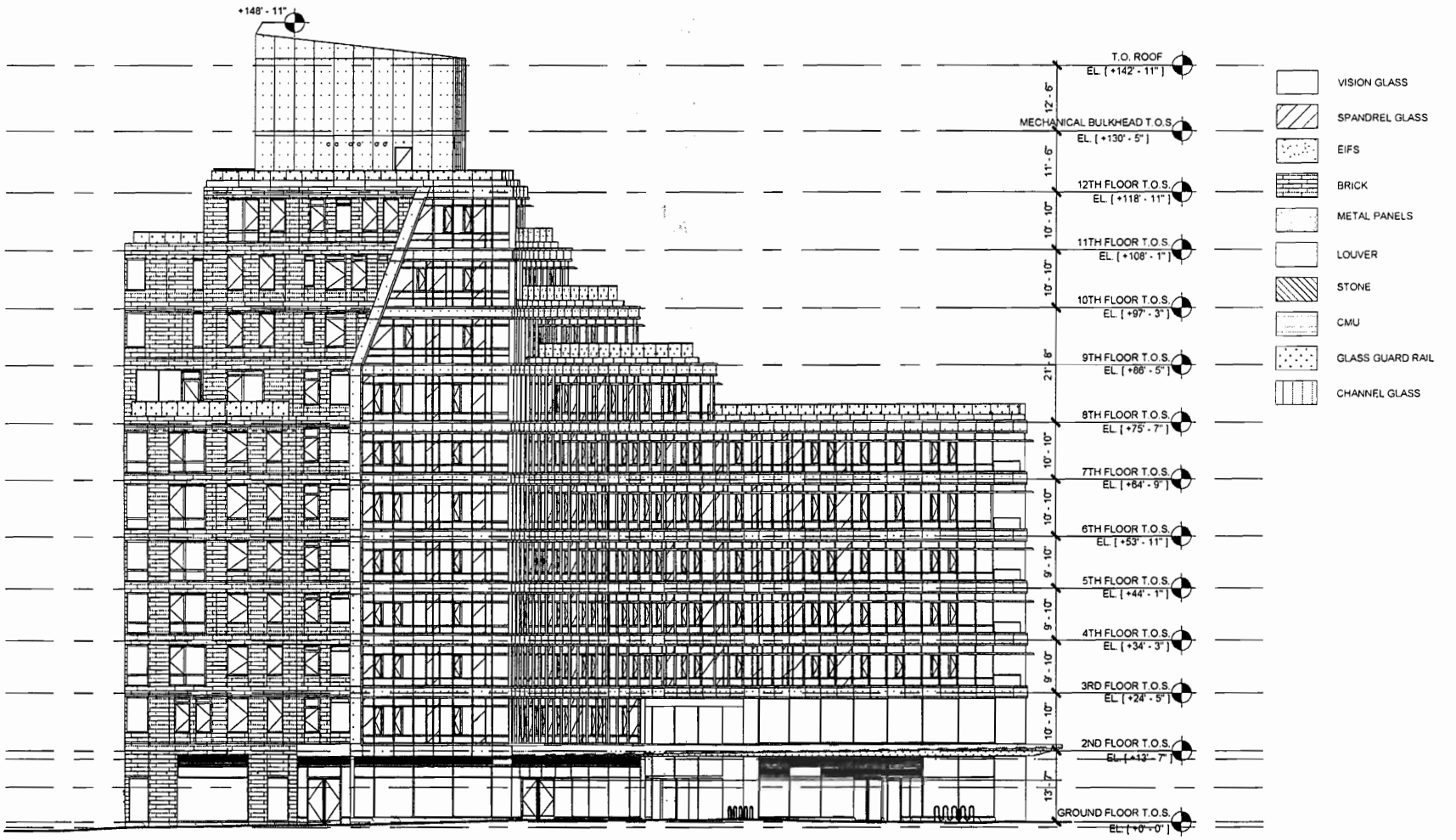
NORTH ELEVATION

2040 FREDERICK DOUGLASS BOULEVARD

0' 10' 20' 40

SCALE: 1" = 30'-0"

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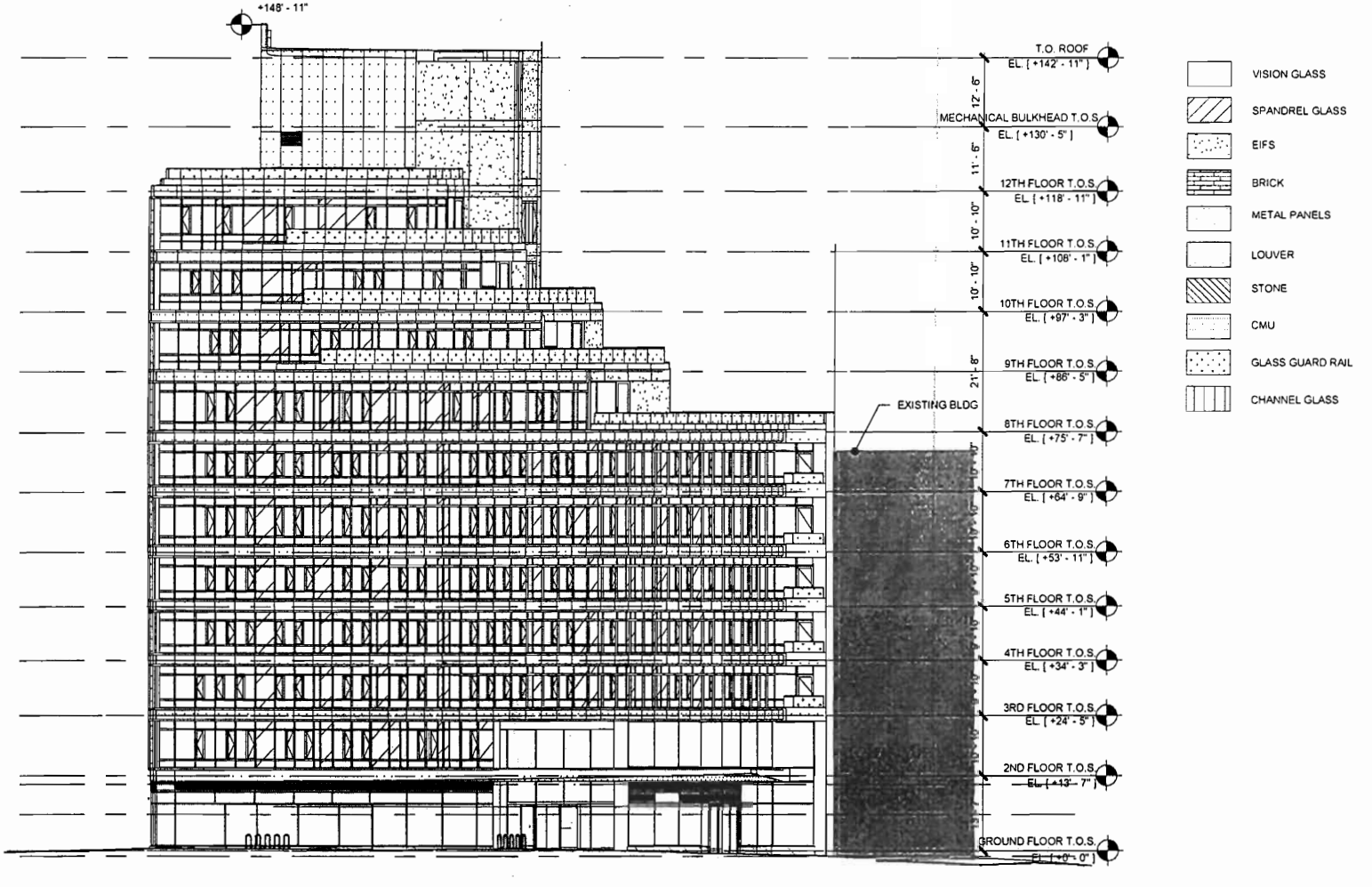
WEST ELEVATION

2040 FREDERICK DOUGLASS BOULEVARD

0' 10' 20' 40

SCALE: 1" = 30'-0"

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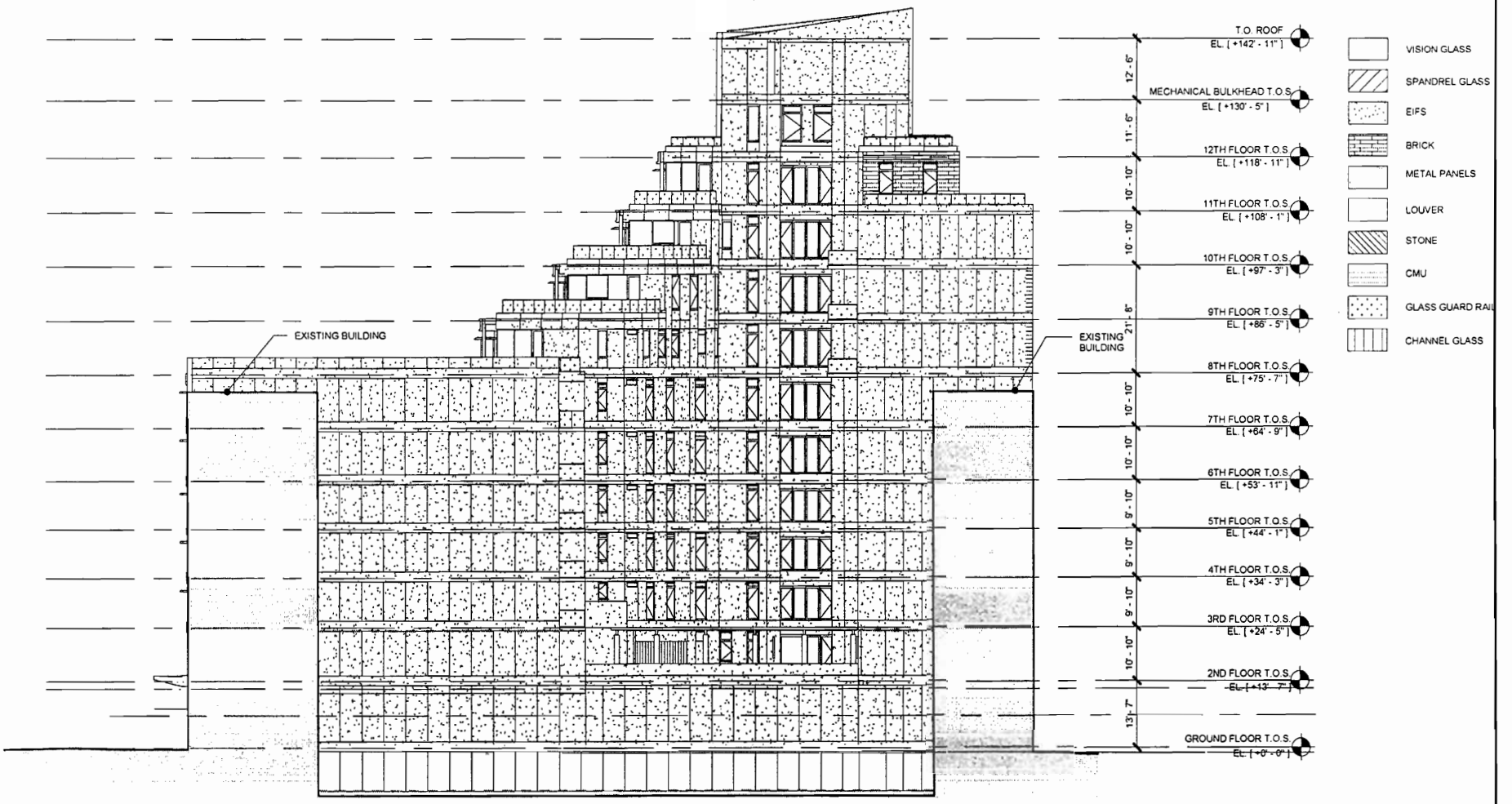
SOUTH ELEVATION

2040 FREDERICK DOUGLASS BOULEVARD

0' 10' 20' 40

SCALE: 1" = 30'-0"

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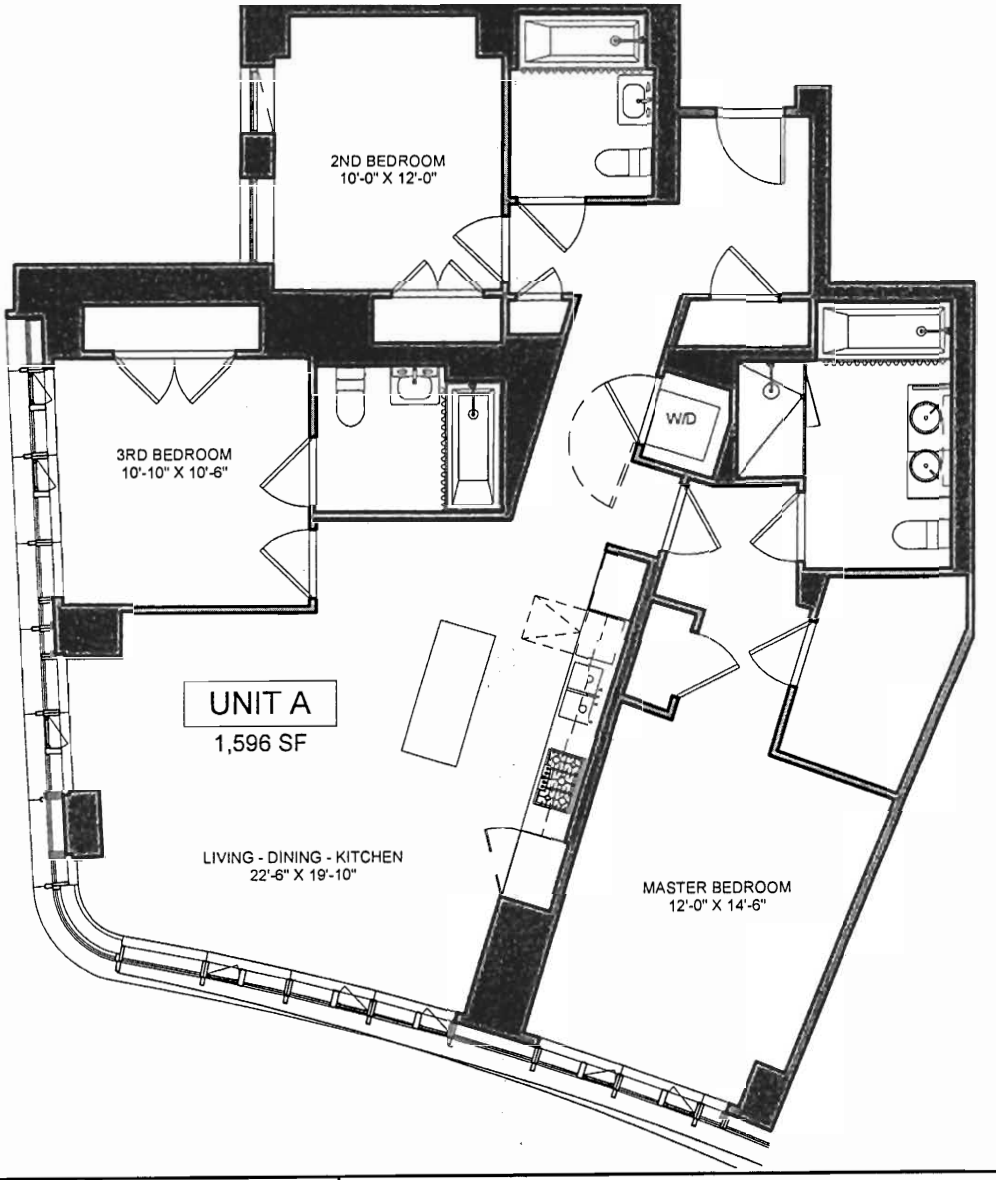
EAST ELEVATION

2040 FREDERICK DOUGLASS BOULEVARD

0' 10' 20' 40

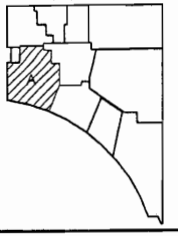
SCALE: 1" = 30'-0"

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2040 FREDERICK DOUGLASS BOULEVARD

UNIT A - 2ND FLOOR
3 BEDROOMS
3 BATHS
1,596 SF
0 SF EXTERIOR



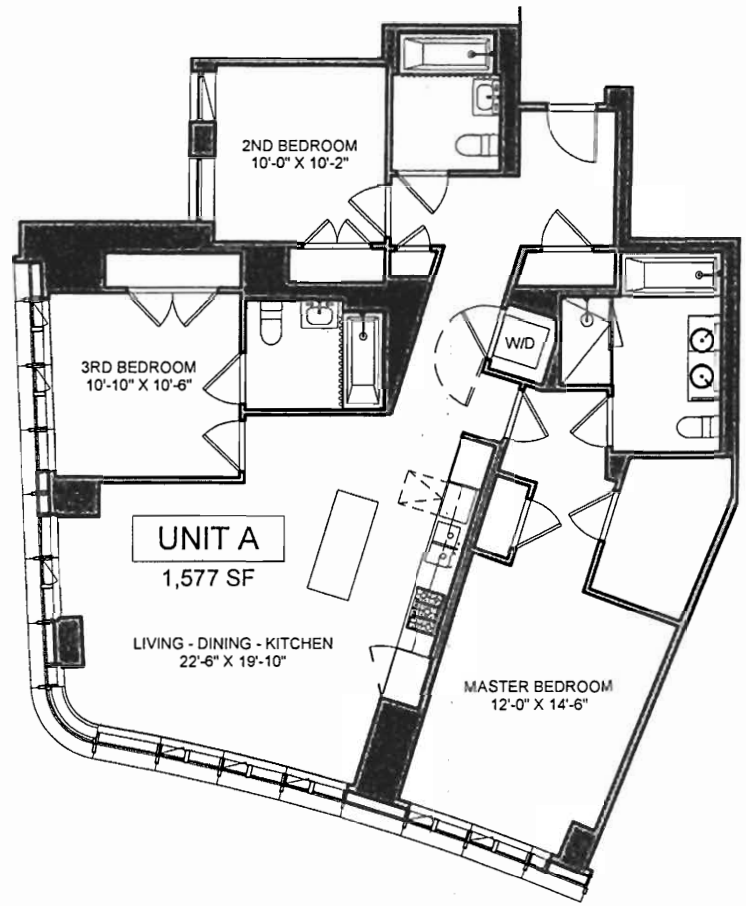


0 4' 8' 12'

3/32"=1'-0"

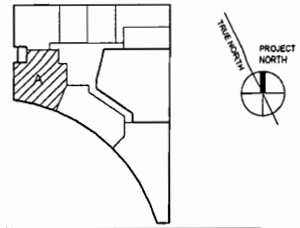
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NOTED DIMENSIONS REFLECT AVERAGE INTERIOR DIMENSIONS OF SPACE.



2040 FREDERICK DOUGLASS BOULEVARD

UNIT A - 3RD-7TH FLOOR
3 BEDROOMS
3 BATHS
1,577 SF
0 SF EXTERIOR

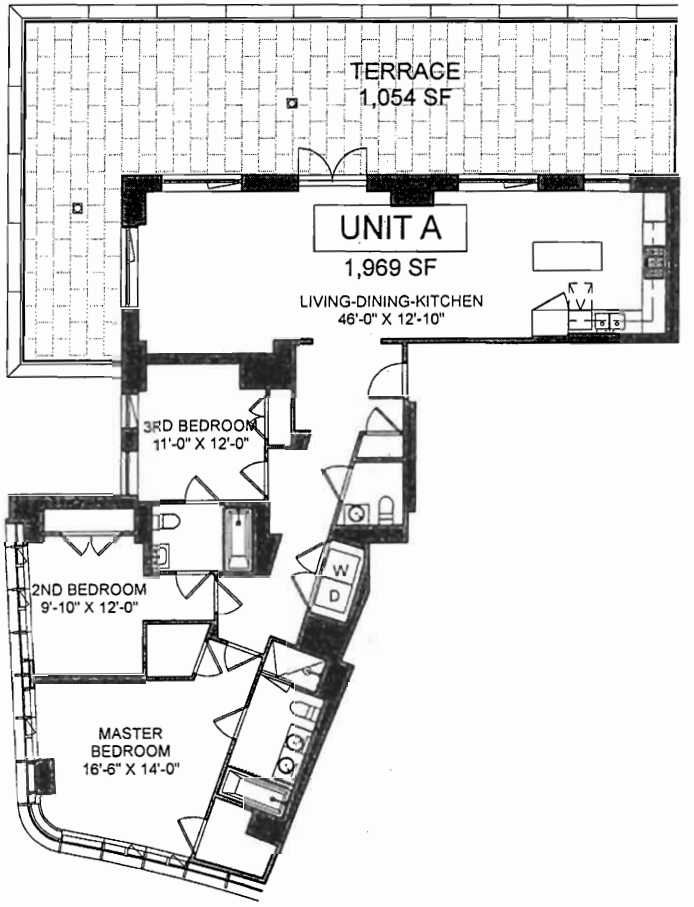


0 4' 8' 12'

3/32"=1'-0"

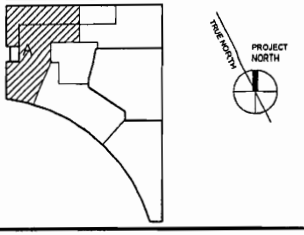
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2040 FREDERICK DOUGLASS BOULEVARD

UNIT A - 8TH FLOOR
3 BEDROOMS
2.5 BATHS
1,969 SF
1,054 SF EXTERIOR

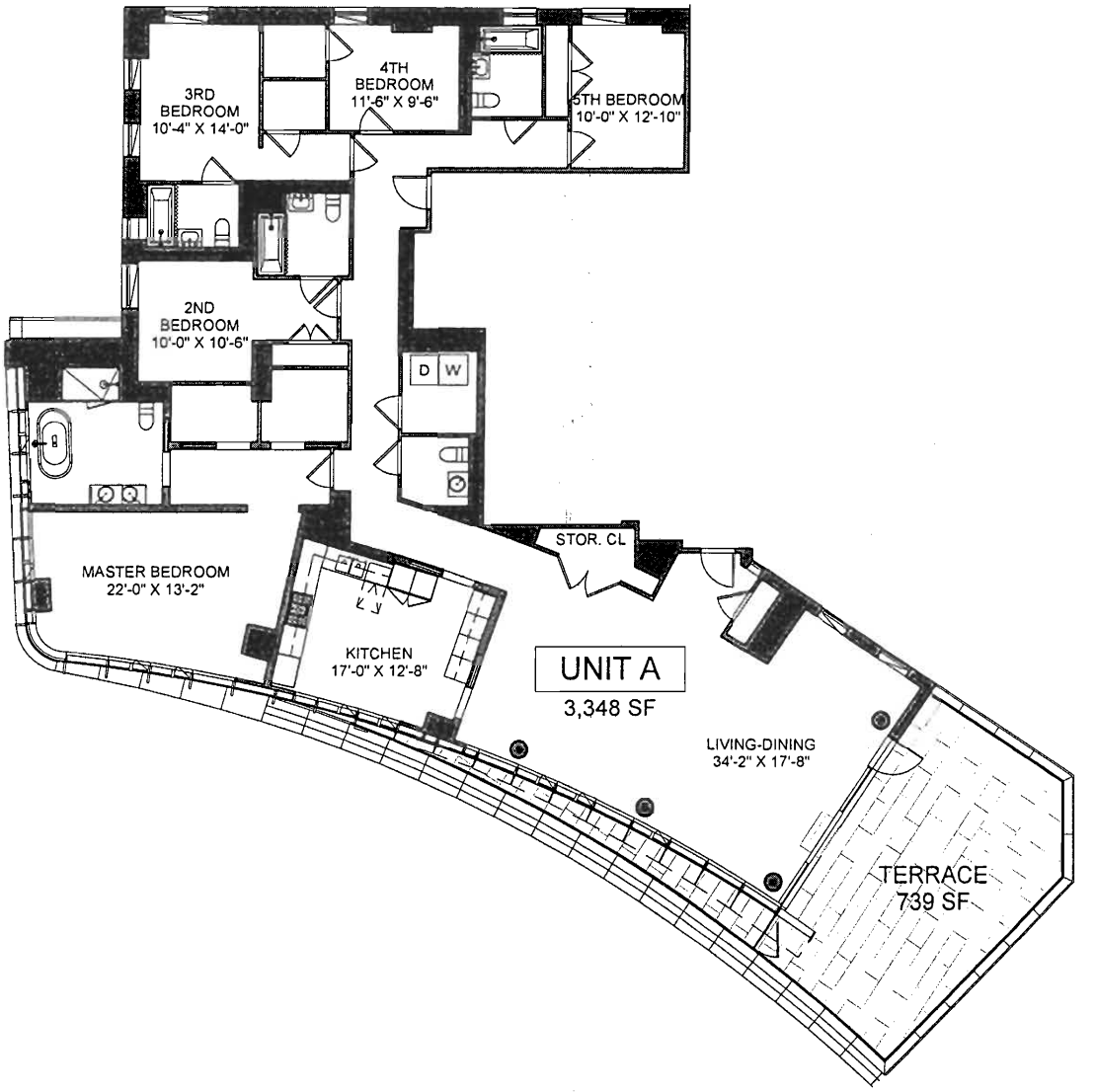


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1/16"=1'-0"

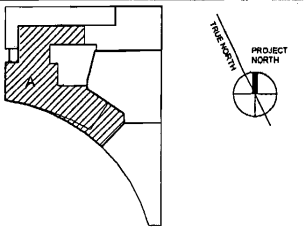
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2040 FREDERICK DOUGLASS BOULEVARD

UNIT A - 9TH FLOOR
5 BEDROOMS
4.5 BATHS
3,348 SF
739 SF EXTERIOR

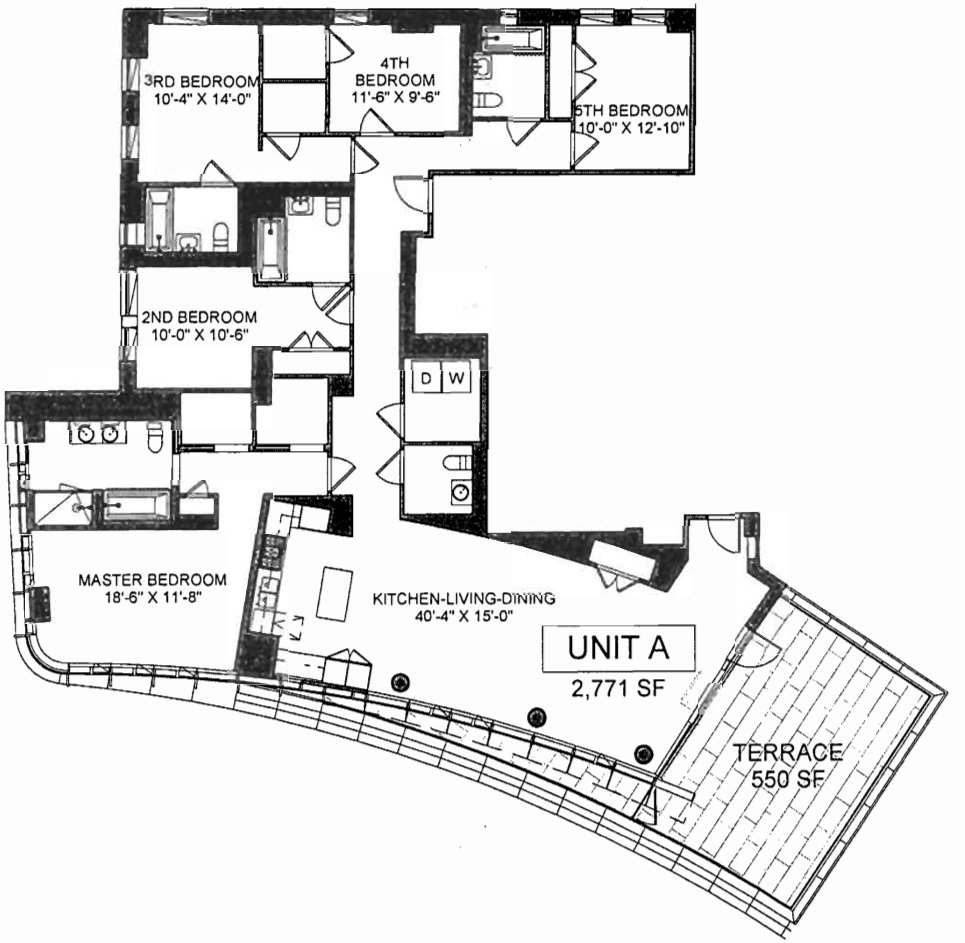


0 4' 8' 16'

1/16"=1'-0"

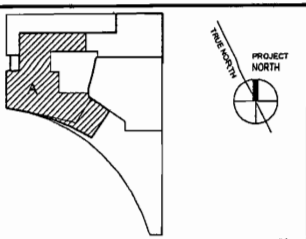
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2040 FREDERICK DOUGLASS BOULEVARD

UNIT A - 10TH FLOOR
5 BEDROOMS
4.5 BATHS
2771 SF
550 SF EXTERIOR

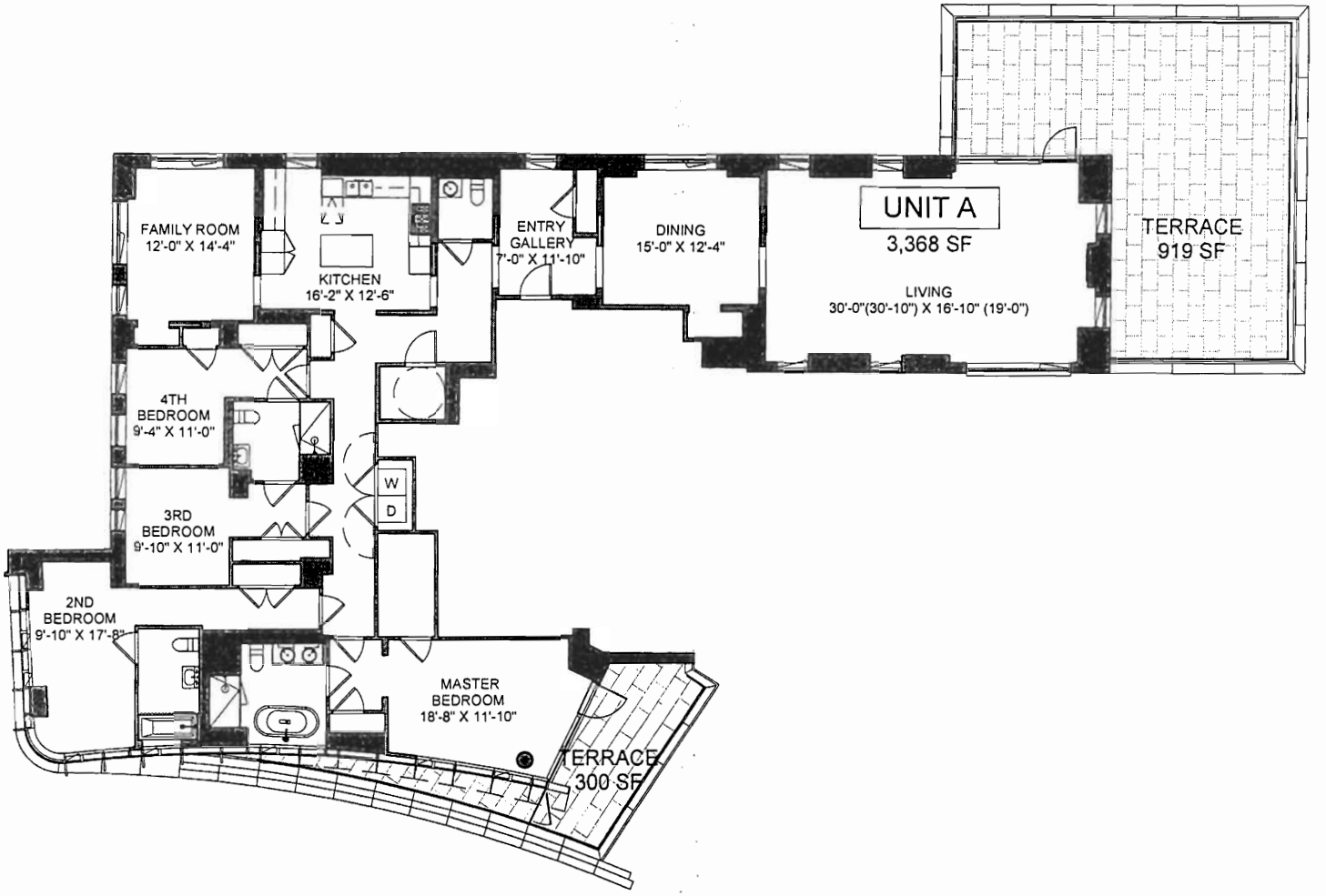


0 4' 8' 16'

1/16"=1'-0"

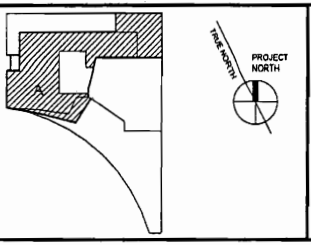
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2040 FREDERICK DOUGLASS BOULEVARD

UNIT A - 11TH FLOOR
4 BEDROOMS
3.5 BATHS
3,368 SF
1,219 SF EXTERIOR

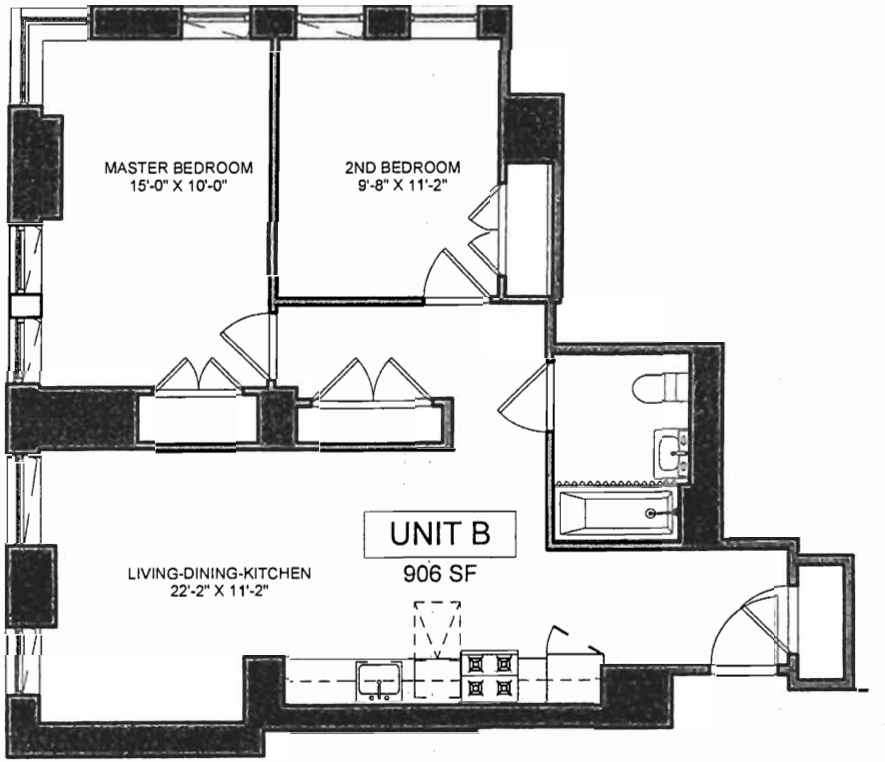


0 4' 8' 16'

1/16"=1'-0"

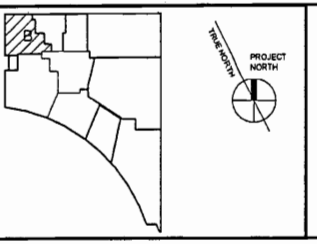
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2040 FREDERICK DOUGLASS BOULEVARD

UNIT B - 2ND FLOOR
2 BEDROOMS
1 BATH
906 SF
0 SF EXTERIOR

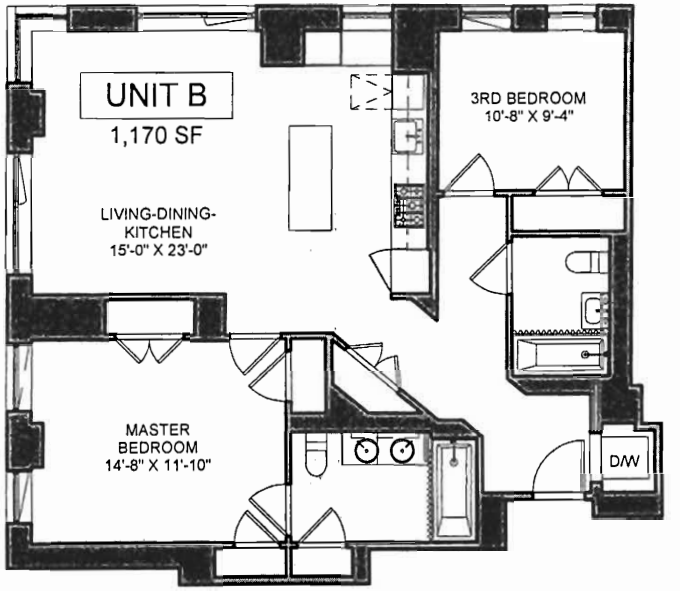


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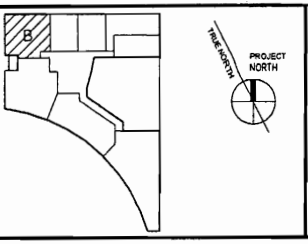
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS.

NOTED DIMENSIONS REFLECT AVERAGE INTERIOR DIMENSIONS OF SPACE.



2040 FREDERICK DOUGLASS BOULEVARD

UNIT B - 3RD-5TH FLOOR
2 BEDROOMS
2 BATHS
1,170 SF
0 SF EXTERIOR

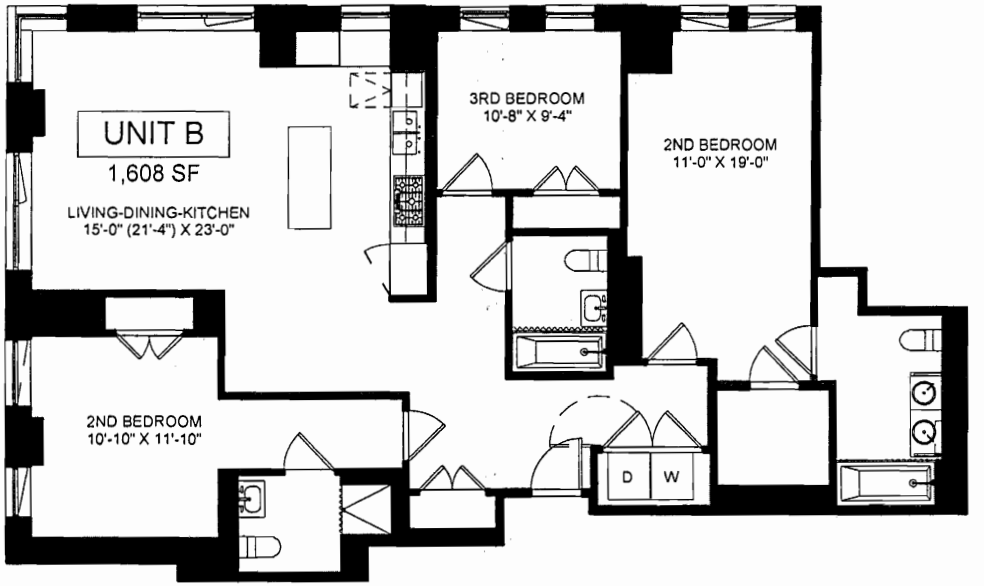


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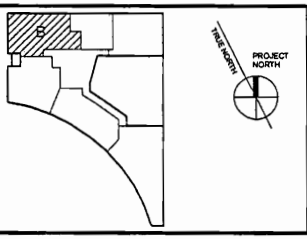
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NOTED DIMENSIONS REFLECT AVERAGE INTERIOR DIMENSIONS OF SPACE.



2040 FREDERICK DOUGLASS BOULEVARD

UNIT B - 6TH-7TH FLOOR
3 BEDROOMS
3 BATHS
1,608 SF

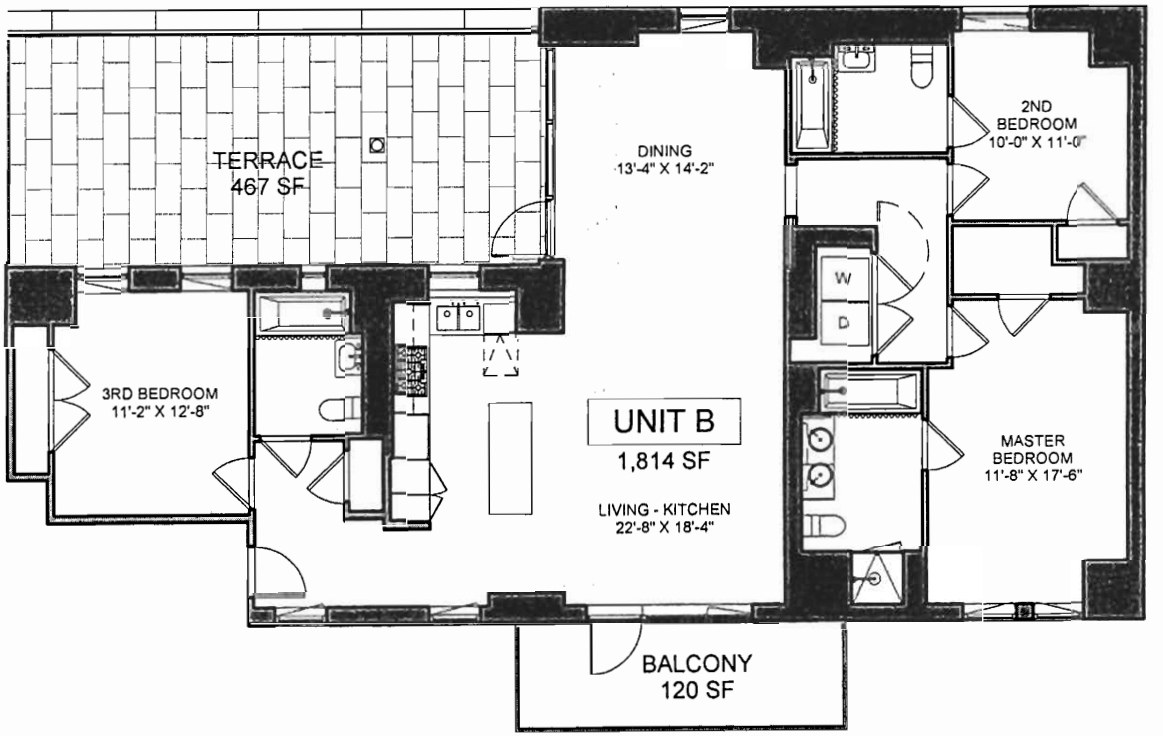




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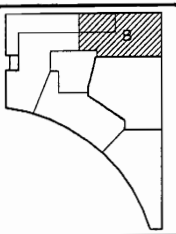
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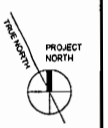
NOTED DIMENSIONS REFLECT AVERAGE INTERIOR DIMENSIONS OF SPACE.



2040 FREDERICK DOUGLASS BOULEVARD

UNIT B - 6TH FLOOR
3 BEDROOMS
3 BATHS
1,814 SF
587 SF EXTERIOR



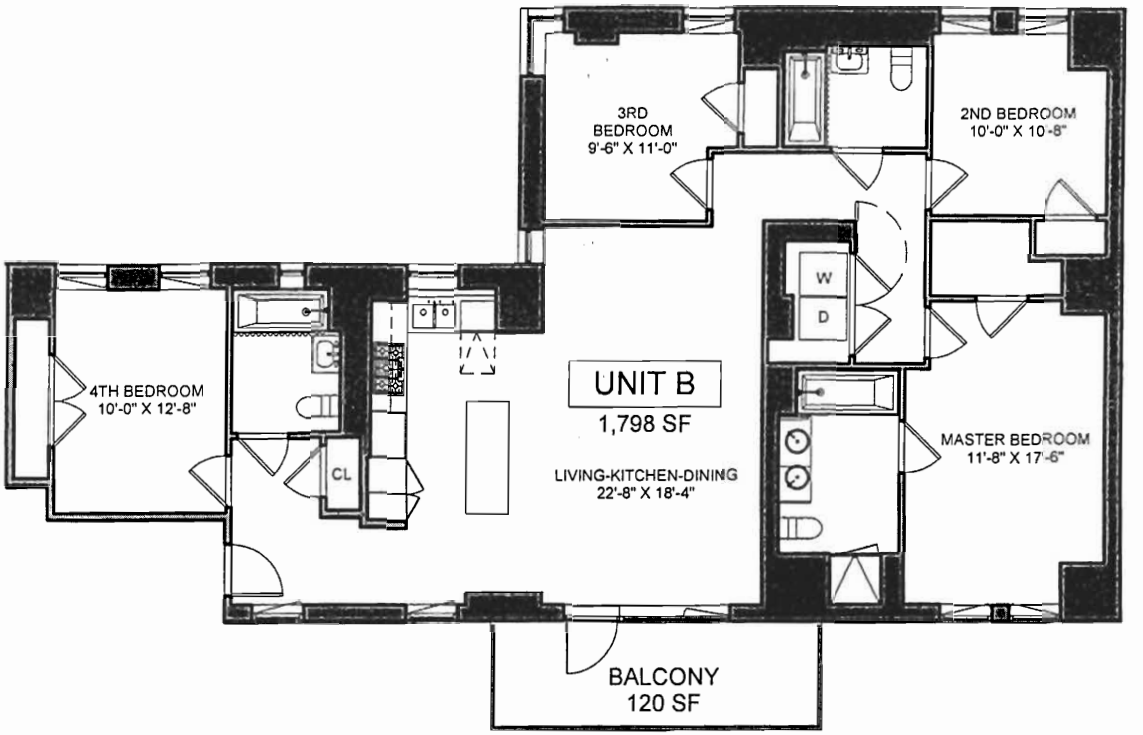




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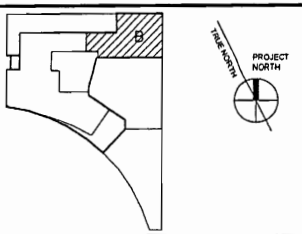
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NOTED DIMENSIONS REFLECT AVERAGE INTERIOR DIMENSIONS OF SPACE.



2040 FREDERICK DOUGLASS BOULEVARD

UNIT B - 9TH-10TH FLOOR
4 BEDROOMS
3 BATHS
1,798 SF
120 SF EXTERIOR

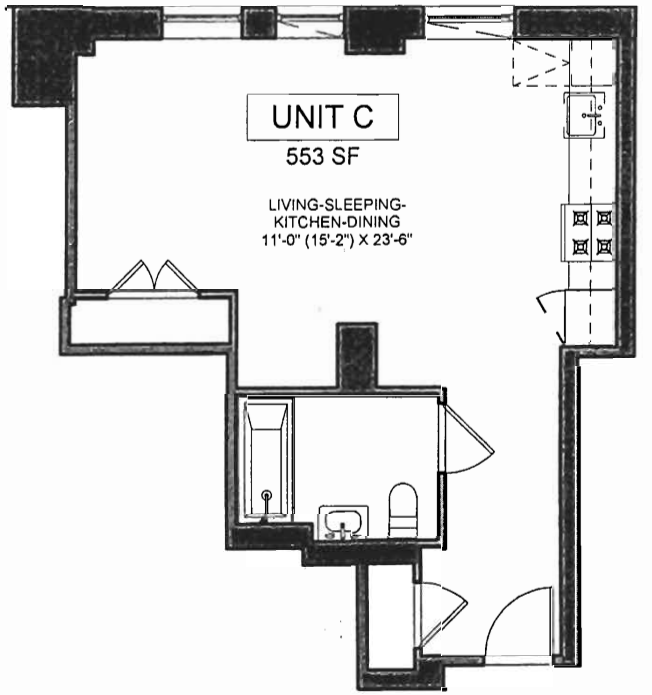


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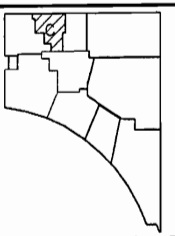
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NOTED DIMENSIONS REFLECT AVERAGE INTERIOR DIMENSIONS OF SPACE.



2040 FREDERICK DOUGLASS BOULEVARD

UNIT C - 2ND FLOOR
STUDIO
1 BATH
553 SF
0 SF EXTERIOR



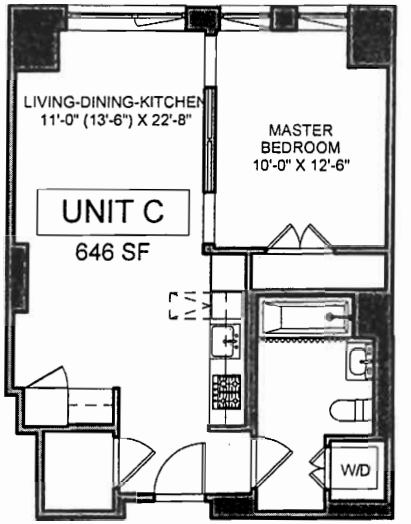




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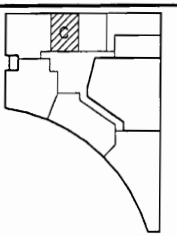
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NOTED DIMENSIONS REFLECT AVERAGE INTERIOR DIMENSIONS OF SPACE.



2040 FREDERICK DOUGLASS BOULEVARD

UNIT C - 3RD-5TH FLOOR
1 BEDROOM
1 BATH
646 SF
0 SF EXTERIOR



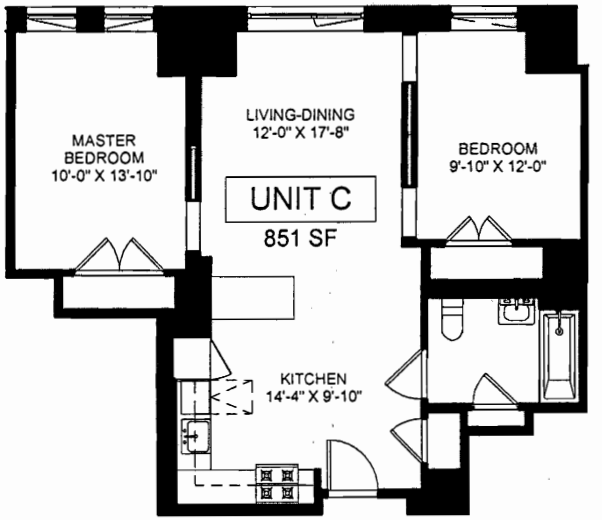


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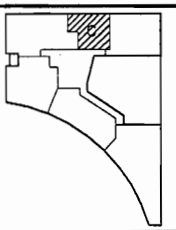
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NOTED DIMENSIONS REFLECT AVERAGE INTERIOR DIMENSIONS OF SPACE.



2040 FREDERICK DOUGLASS BOULEVARD

UNIT C - 6TH-7TH FLOOR
2 BEDROOMS
1 BATH
851 SF

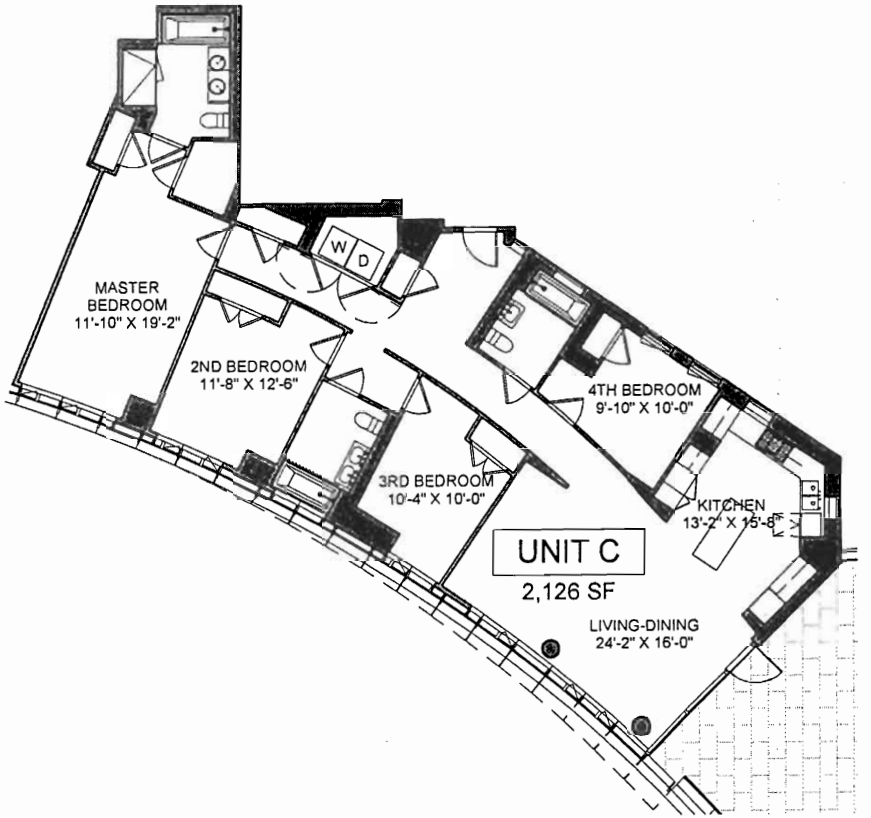


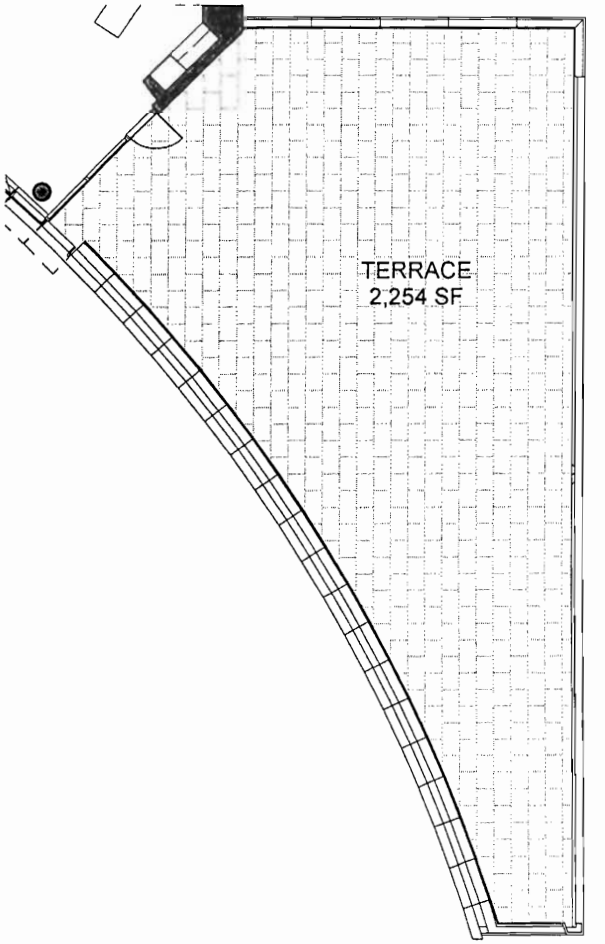
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3/32"=1'-0"

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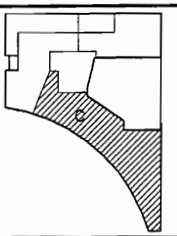
NOTED DIMENSIONS REFLECT AVERAGE INTERIOR DIMENSIONS OF SPACE.

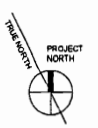


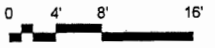


2040 FREDERICK DOUGLASS BOULEVARD

UNIT C - 8TH FLOOR
4 BEDROOMS
3 BATHS
2,126 SF
2,254 SF EXTERIOR



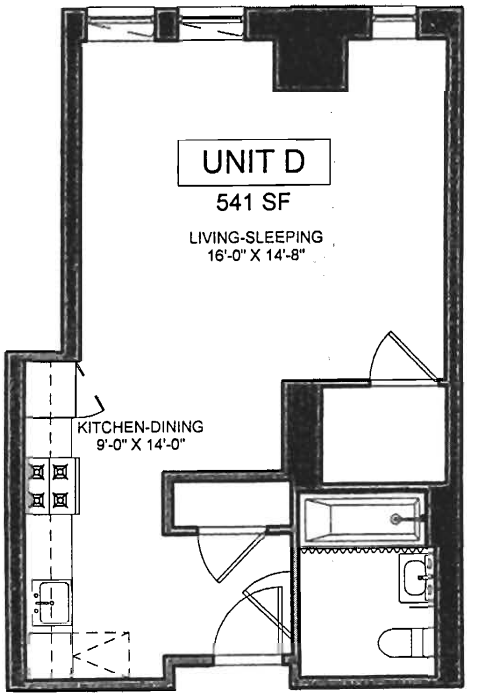




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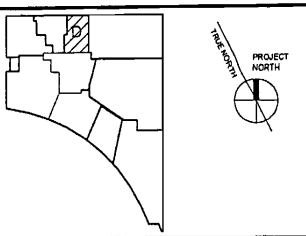
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2040 FREDERICK DOUGLASS BOULEVARD

UNIT D - 2ND FLOOR
STUDIO
1 BATH
541 SF
0 SF EXTERIOR

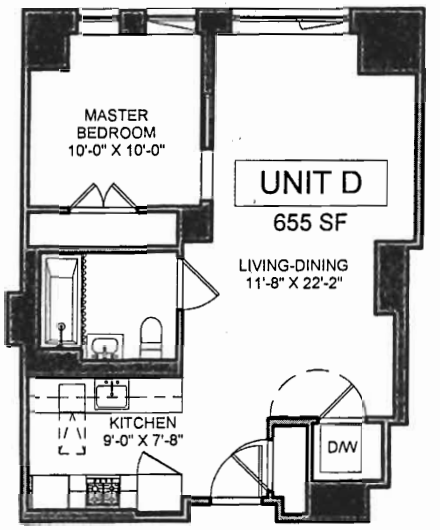


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3/32"=1'-0"

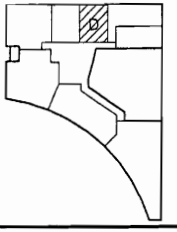
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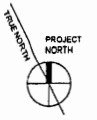
NOTED DIMENSIONS REFLECT AVERAGE INTERIOR DIMENSIONS OF SPACE.



2040 FREDERICK DOUGLASS BOULEVARD

UNIT D - 3RD-5TH FLOOR
1 BEDRROM
1 BATH
655 SF
0 SF EXTERIOR



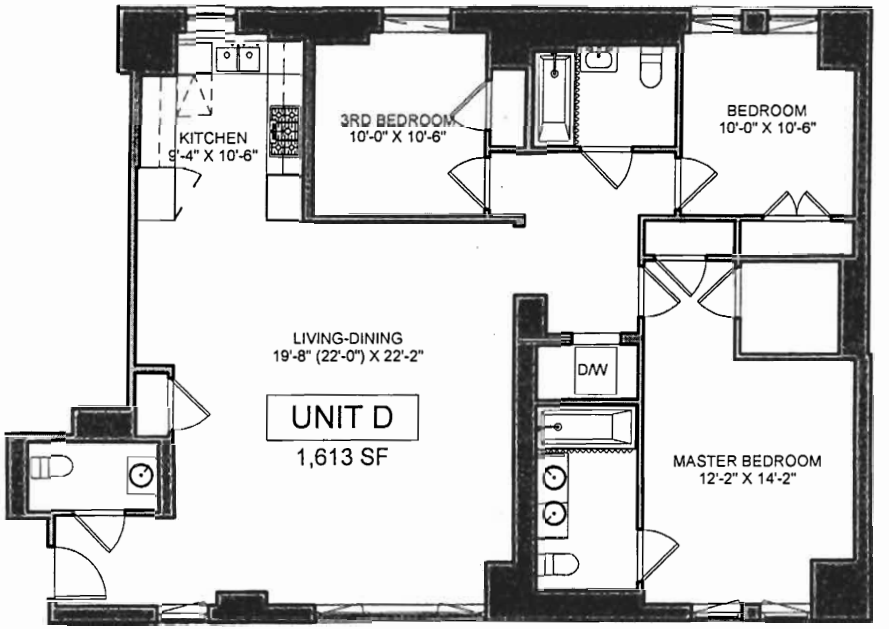


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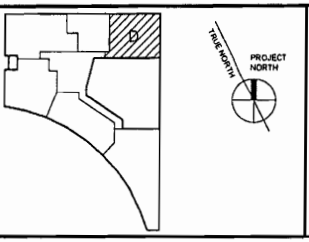
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2040 FREDERICK DOUGLASS BOULEVARD

UNIT D - 6TH-7TH FLOOR
3 BEDROOMS
2.5 BATHS
1613 SF
0 SF EXTERIOR

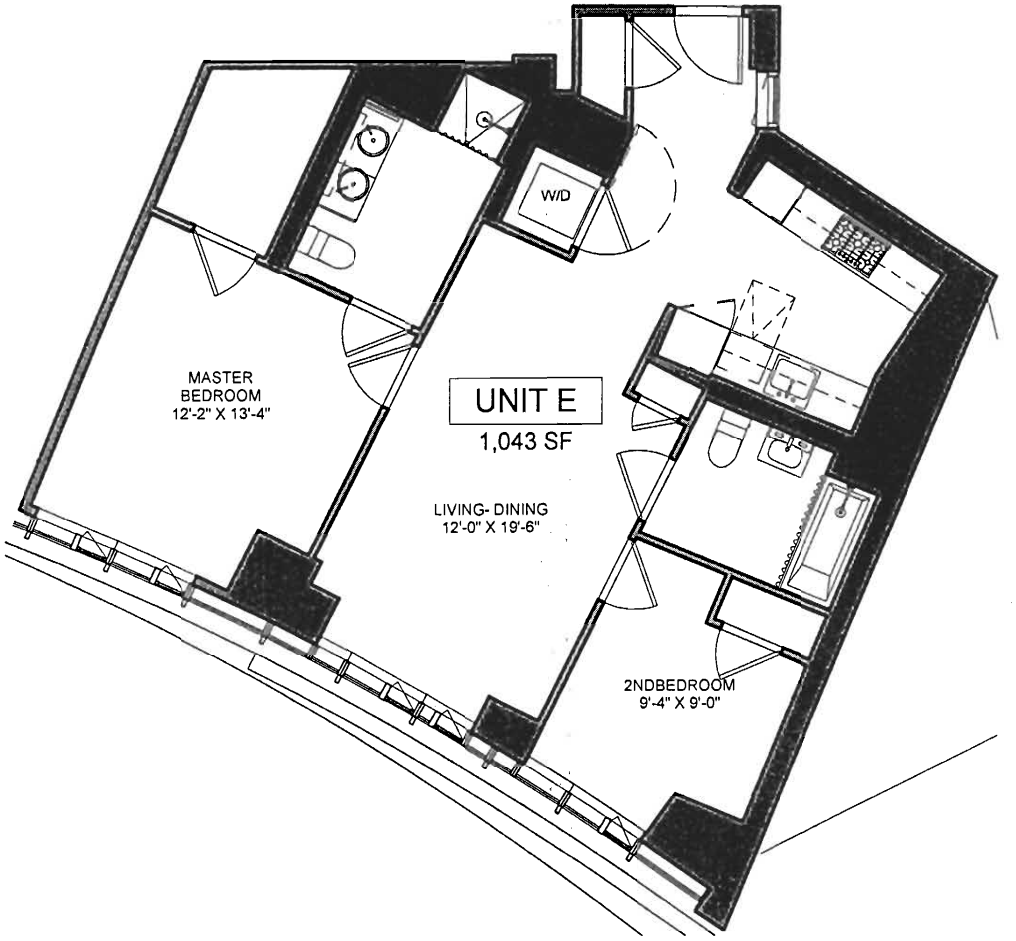


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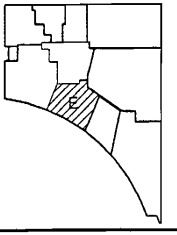
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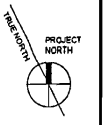
NOTED DIMENSIONS REFLECT AVERAGE INTERIOR DIMENSIONS OF SPACE.



2040 FREDERICK DOUGLASS BOULEVARD

UNIT E - 2ND FLOOR
2 BEDROOMS
2 BATHS
1,043 SF
0 SF EXTERIOR



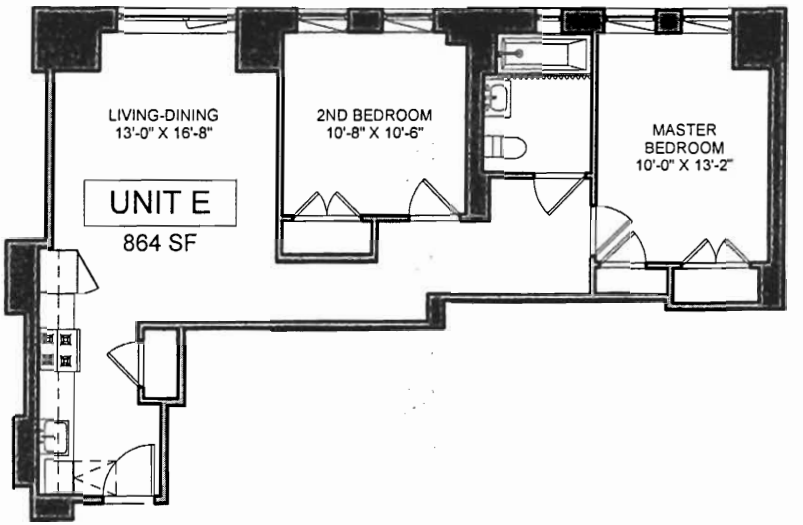


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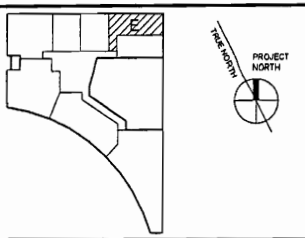
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NOTED DIMENSIONS REFLECT AVERAGE INTERIOR DIMENSIONS OF SPACE.



2040 FREDERICK DOUGLASS BOULEVARD

UNIT E - 3RD-5TH FLOOR
2 BEDROOM
1 BATH
864 SF
0 SF EXTERIOR

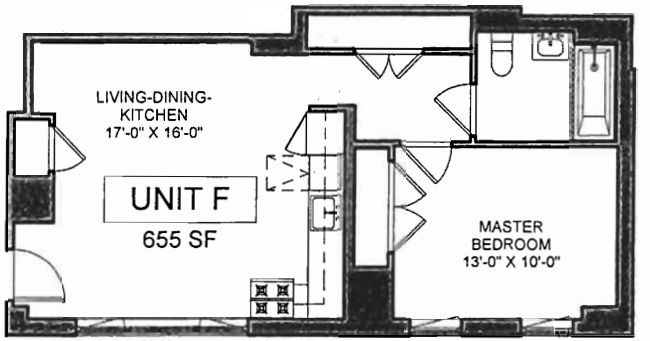


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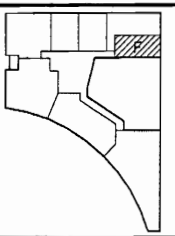
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NOTED DIMENSIONS REFLECT AVERAGE INTERIOR DIMENSIONS OF SPACE.



2040 FREDERICK DOUGLASS BOULEVARD

UNIT F - 3RD-5TH FLOOR
1 BEDROOM
1 BATH
656 SF
0 SF EXTERIOR



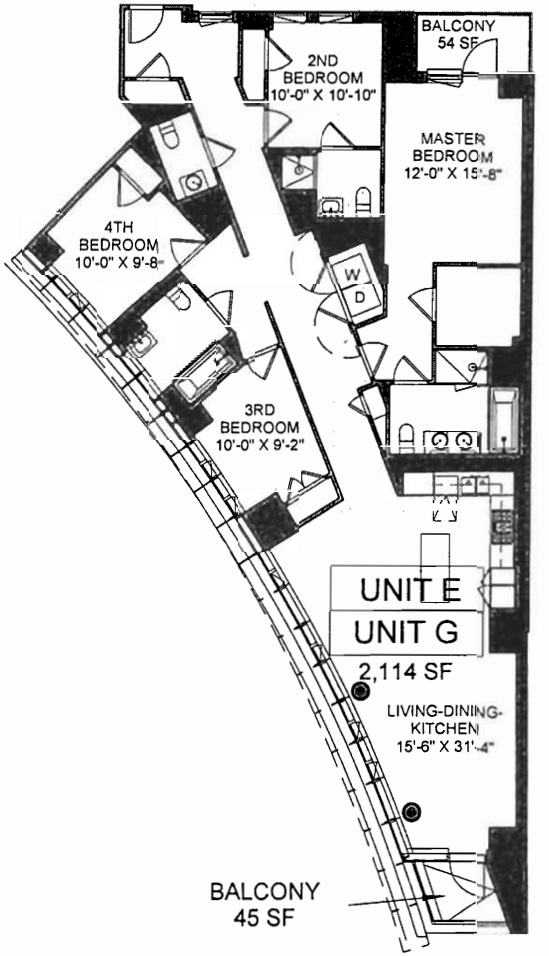


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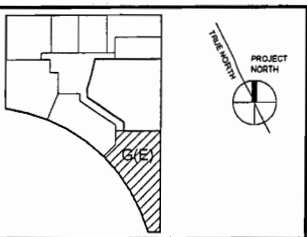
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2040 FREDERICK DOUGLASS BOULEVARD

UNIT G - 3RD-5TH FLOOR
UNIT E - 6TH-7TH FLOOR
4 BEDROOMS
3.5 BATHS
2114 SF
99 SF EXTERIOR

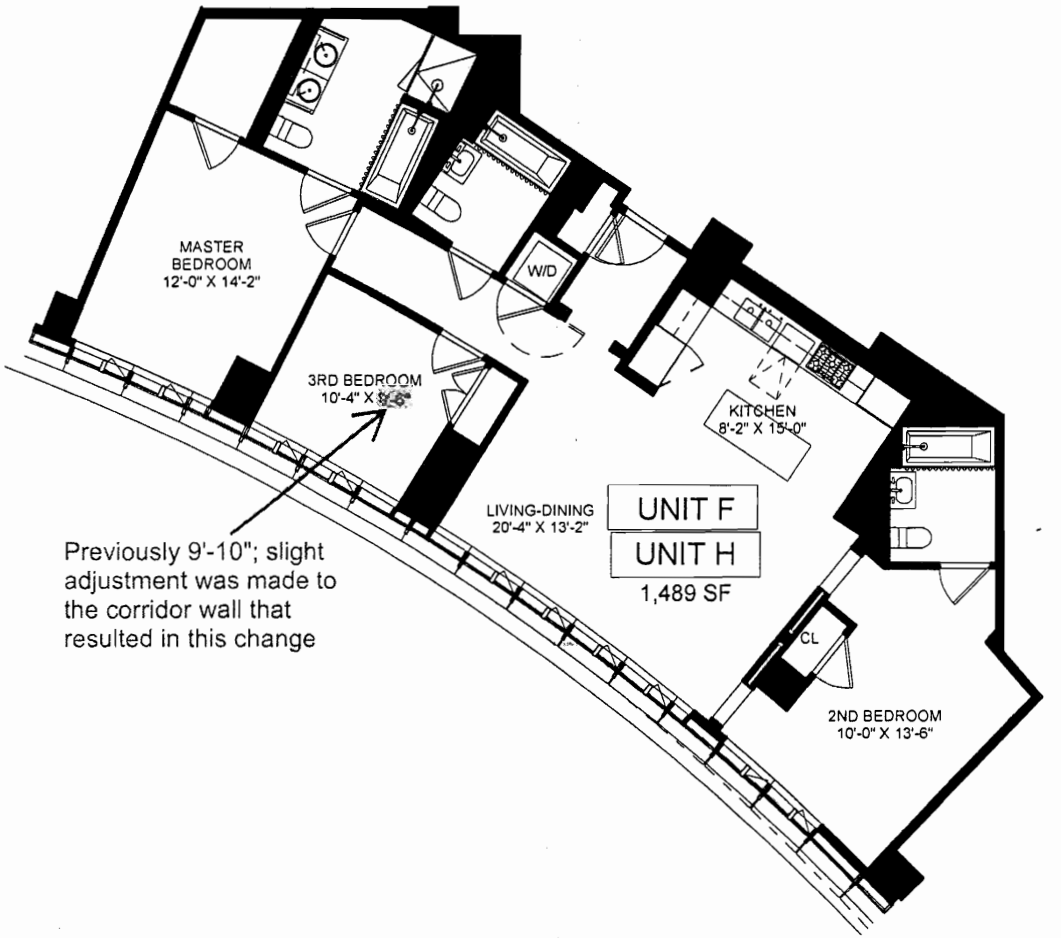


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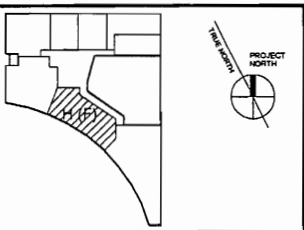
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NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.



2040 FREDERICK DOUGLASS BOULEVARD

UNIT H - 3RD-5TH FLOOR
UNIT F - 6TH-7TH FLOOR
3 BEDROOMS
3 BATHS
1488 SF
0 SF EXTERIOR



0 4' 8' 12'

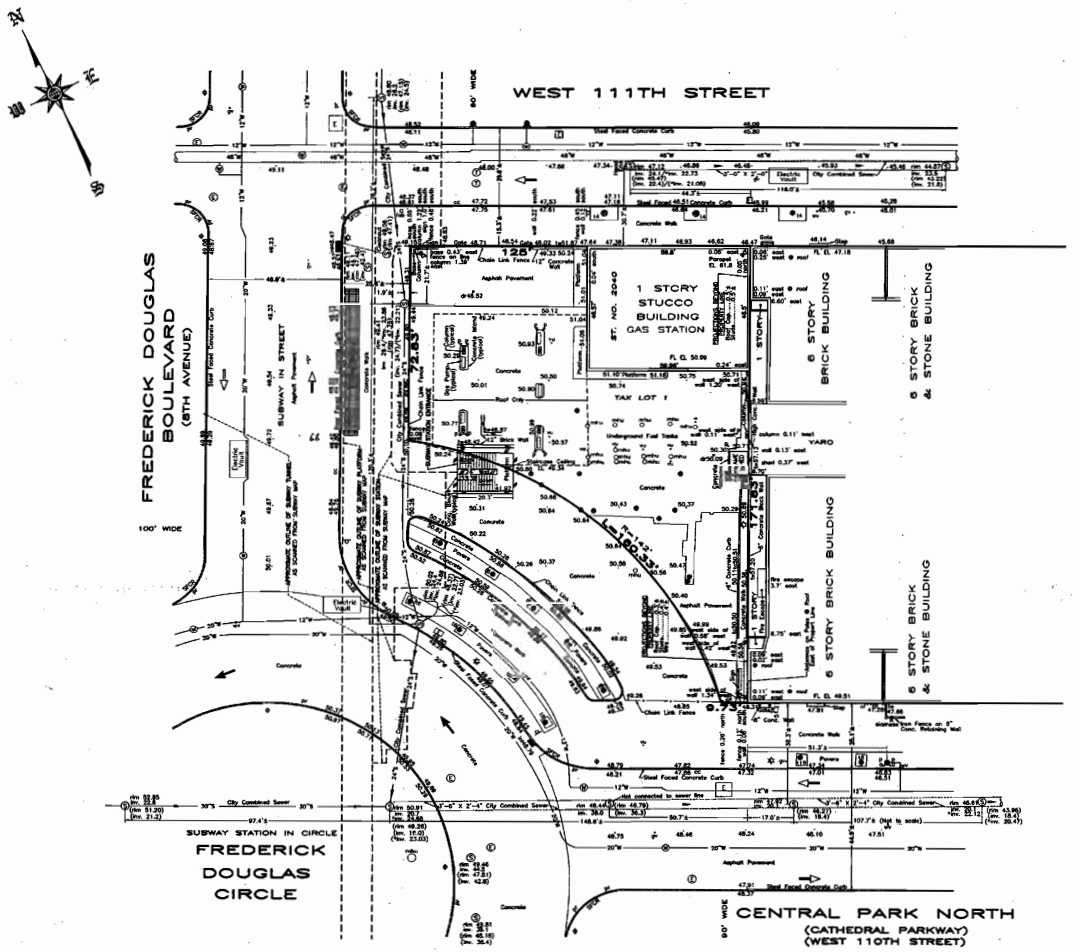
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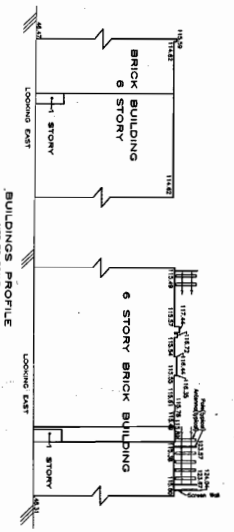
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NOTED DIMENSIONS REFLECT AVERAGE INTERIOR DIMENSIONS OF SPACE.

SURVEY NO. 54982—1

54982-1.DWG
54982-1.CRD





LEGEND

ASPH.....ASPHALT
BK.....BRICK
BSMT.....BASEMENT
CC.....CURB CUT
CCR.....CONCRETE CURB ROUND
CD.....CELLAR DOOR
CLF.....CHAIN LINK FENCE
CO.....CATCH BASIN CLEAN OUT
CONC.....CONCRETE
CRF.....CHAIN ROPE FENCE
CWA.....CELLAR WINDOW AREA
DR.....DRAIN
EL.....ELEVATION
FAB.....FIRE ALARM BOX
FC.....FILL CAP
FL EL.....FLOOR ELEVATION
GP.....GUARD POLE
GV.....GAS VALVE
I.....IRON FENCE
MH.....CATCH BASIN INLET ELEVATION
MH.....SEWER INVERT ELEVATION
LP.....LIGHT POLE
MB.....MAIL BOX
MHU.....UNKNOWN MANHOLE
MW.....MONITORING WELL
OF.....OIL FILL
P.....POLE
PAVT.....PAVEMENT
PM.....PARKING METER
PMULT.....POLE, MULTIPLE MSMNT
SF.....SPRINKLER
TF.....TRAFFIC FLOW
PR.....PEDESTRIAN RAMP
RET.....RETAINING
RIM.....RIM ELEVATION SEWER MANHOLE
SFCR.....STEEL FACED CURB ROUND
STP.....STOOP
TB.....TOP OF BANK ELEVATION
TL.....TRAFFIC LIGHT
TEL.....TELEPHONE
TP.....TREE PIT
TS.....TRAFFIC SIGN
TW.....ELEVATION AT TOP OF WALL
UP.....UTILITY POLE
VLU.....VALVE UNKNOWN
VLTU.....VAULT UNKNOWN
VP.....VENT PIPE
WV.....WATER VALVE
12"U.....GAS MAIN WITH SIZE
12"S.....SEWER MAIN WITH SIZE
12"W.....WATER MAIN WITH SIZE
.....CATCH BASIN
.....ELECTRIC MANHOLE / VAULT
.....FIRE MANHOLE
.....GAS MANHOLE
.....SEWER MANHOLE
.....TELEPHONE MANHOLE
.....WATER MANHOLE
.....TRAFFIC VAULT
.....HYDRANT
.....TREE WITH SIZE
17.0.....ESTABLISHED/LEGAL GRADE
(+++ 43.33) ELEVATIONS IN MANHATTAN
(+++ 21.83) TOPOGRAPHICAL BUREAU DATUM

GENERAL NOTES

1.ELEVATIONS AND ESTABLISHED GRADES SHOWN HEREON REFER TO NAVD 1988 DATUM WHICH IS 1.83 FEET BELOW THE BOROUGH OF MANHATTAN TOPOGRAPHICAL BUREAU DATUM.
2.ESTABLISHED GRADES SHOWN HEREON REFER TO TOP OF CURB. IF ESTABLISHED GRADES VARY SUBSTANTIALLY WITH EXISTING CONDITIONS, CONSULT THE HIGHWAY DEPARTMENT BEFORE DESIGNING IMPROVEMENTS.
3.SIZES AND LOCATIONS OF WATER MAINS SHOWN HEREON AS SUPPLIED BY THE DEPARTMENT OF WATER SUPPLY, BOROUGH OF MANHATTAN. LOCATIONS OF WATER SUPPLY MANHOLES, HYDRANTS AND WATER VALVES AS OBTAINED FROM FIELD MEASUREMENT.
4.SIZES AND TYPES OF SEWERS SHOWN HEREON AS OBTAINED FROM THE BOROUGH OF MANHATTAN SEWER DEPARTMENT RECORDS. SEWER MANHOLE RIM AND INVERT ELEVATIONS SHOWN HEREON OBTAINED BY FIELD MEASUREMENTS UNLESS INDICATED (*) WHICH DENOTES INVERT ELEVATIONS ARE APPROXIMATE NOT FOUND IN FIELD. INFORMATION SHOWN HEREON IS NOT GUARANTEED AS SUPPLIED FROM THE BOROUGH OF MANHATTAN SEWER DEPARTMENTS RECORDS.
5.ELECTRIC AND GAS INFORMATION SHOWN AS SUPPLIED BY THE CONSOLIDATED EDISON COMPANY OF NEW YORK.
6.TELEPHONE INFORMATION SHOWN HEREON AS SUPPLIED BY THE EMPIRE CITY SUBWAY CO.
7.FIRE ALARM INFORMATION SHOWN HEREON AS SUPPLIED BY THE NEW YORK CITY FIRE DEPARTMENT.
8.CABLE TELEVISION INFORMATION SHOWN HEREON AS SUPPLIED BY THE TIME WARNER CABLE COMPANY OF NEW YORK.
9.LOCATIONS OF ALL VAULTS AND SUBSTRUCTURES ARE APPROXIMATE ONLY. THE LOCATIONS, SIZES AND TYPES OF UTILITY LINES PERTAINING TO UTILITIES AND SUBSTRUCTURES IS NOT CERTIFIED AS TO ACCURACY OR COMPLETENESS. CONSULT WITH THE APPROPRIATE COMPANY OR AGENCY BEFORE DESIGNING IMPROVEMENTS.
10.THE OWNER, CONTRACTOR AND/OR HIS AGENTS MUST NOTIFY THE APPROPRIATE UTILITY COMPANIES AND/OR AGENCIES AT LEAST 72 HOURS PRIOR TO ANY CONSTRUCTION IN ACCORDANCE WITH INDUSTRIAL CODE RULE 753.
11.NO EVIDENCE OF EXISTING STREAMS, CREEKS, DITCHES OR WATER COURSES ON/OR CROSSING PROPERTY SURVEYED.
12.UTILITY INFORMATION NOT FINAL
13.NOT ALL SUBSURFACE INFORMATION PLOTTED.

SPECIAL NOTE

LEGAL GRADES EQUAL TO EXISTING TOP OF CURB ELEVATIONS

FLOOD HAZARD NOTE

THE PARCEL SURVEYED IS COMPRISED OF AREAS DESIGNATED AS ZONE X (LESS THAN 0.2% CHANCE OF FLOODING)
FEDERAL EMERGENCY MANAGEMENT AGENCY
NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP
COMMUNITY PANEL NUMBER 360497 0087 F
EFFECTIVE DATE SEPTEMBER 5, 2007

PRELIMINARY FLOOD HAZARD NOTE

THE PARCEL SURVEYED IS COMPRISED OF AREAS DESIGNATED AS ZONE X (LESS THAN 0.2% CHANCE OF FLOODING)
FEDERAL EMERGENCY MANAGEMENT AGENCY
NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP
COMMUNITY PANEL NUMBER 360497 0087 G
PRELIMINARY DATE DECEMBER 5, 2013

MANHATTAN TOPO BUREAU DATUM
MEAN SEA LEVEL 0.00 (NAVD 1988)
MEAN SEA LEVEL 0.00 (NGVD1929)

NAVD 1988 DATUM IS 1.83 FEET BELOW THE MANHATTAN TOPO BUREAU DATUM

PARCEL AREA = 13,804 SQ. FT. OR 0.31001 ACRE

DRAWN: AD

REV	DATE	DESCRIPTION	ck

REV	DATE	DESCRIPTION	ck
	02-01-14	ARCHITECTURAL SURVEY (IN NAVD 88 DATUM)	
A	04-07-14	SUBWAY ENTRANCE LOCATED	

ESTABLISHED 1876 * SUCCESSOR TO:
B.S. MORRISON C.S.*,CE. POWELL C.E.,C.S.*,C.E. SMITH C.S.*,NATHAN CAMPBELL C.E.,C.S.*,S. WATSON C.E.,C.S.*
WILLIAM L. SANCTIS, C.E.,L.S.,C.S.*,S. WATSON INC. C.E.,C.S.*, KEVIN L.S.,C.S.*, STEVEN R.L.S.*WATSON & POWELL INC. P.E.,L.S.,C.S.*,KELLER & POWELL P.E.,L.S.,C.S.*,LOUIS MONTROSE C.E.,L.S.,C.S.*AND A. POWELL P.E.,L.S.,C.S.*

MONTROSE
SURVEYING CO., LLP.
CITY & LAND SURVEYORS
110 SO METROPOLITAN AVE * BOHEMIA HILL NY 11716-1020 * (718) 846-0600

CITY OF NEW YORK
COUNTY NEW YORK
TAX BLOCK 1826
TAX LOT 1
SCALE: 1" = 20'

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ISRAEL SCHECHTER, PLLC

ATTORNEY AT LAW

August 13, 2015

570 Lexington Avenue
New York, NY 10022

Telephone: (212) 755-5511
Facsimile: (212) 755-5554

Crescent 110 Equities LLC
316 West 118th Street
New York, NY 10026

Re: THE 285 WEST 110th STREET CONDOMINIUM
2040 Frederick Douglas Boulevard a/k/a
285 West 110th Street
Block: 1826 Lot: 1
Borough: Manhattan

Gentlemen:

You have requested that we provide you with an estimate of the real estate tax assessments on a condominium to be created upon completion of construction of a mixed use building at the above location.

You have also requested an estimate of the real estate taxes that would be applicable to the condominium upon completion of the project, without regard to any potential tax exemption benefits, as well as an estimate of real estate taxes assuming the property's eligibility for tax benefits pursuant to section 421-a of the New York Real Property Tax Law (the 421-a program).

You have advised us that the site, which is currently designated as Block 1826, Lot 1 on the Official Tax Map of the City of New York, is owned by Crescent 110 Equities LLC. You have informed us that you intend to construct an eleven (11) story elevator mixed use building that will contain approximately 101,501 square feet of grade and above gross floor area. You advised that the Condominium will be comprised of 49 residential units, a retail unit, a community facility unit, a below grade garage unit and an amenity unit.

You further advise that the Percentage of Common Interest, in aggregate, of these units will be:

COMMON INTEREST PERCENTAGE

Residential Tax Lots	88.7355%
Retail Tax Lot	5.2526%
Community Facility Tax Lot	1.8963%
Garage Tax Lot	3.5013%
Amenity Tax Lot	.6143%

You have informed us that you intend to start construction in February 2015 and will complete construction in or about December, 2017. You have further advised us that the first fiscal year of condominium operation is currently anticipated to be from January 1, 2018 through December 31, 2018.

Although the setting of an assessment on any particular property is subject to an individual assessor's subjective determination based upon general assessment guidelines, it is possible to estimate an approximate assessed value based upon a number of factors.

These factors include actual construction costs, the property's location, a hypothetical economic analysis of the condominium as if it were a rental property (as required pursuant to section 581 of the New York Real Property Tax Law), assessed valuations of comparable buildings and New York City Department of Finance Assessment Guidelines. We have examined these factors in arriving at our estimates.

The assessment history of the property is as follows:

			Land	Total
Final	2011/12	Actual	$558,000	$909,900
		Transition	$487,980	$753,661
Final	2012/13	Actual	$558,000	$909,900
		Transition	$515,880	$797,041
Final	2013/14	Actual	$558,000	$950,400
		Transition	$543,690	$848,431
Final	2014/15	Actual	$558,000	$1,026,450
		Transition	$558,180	$911,611
Final	2015/16	Actual	$1,033,650	$1,033,650
		Transition	$653,130	$653,130

New York City is an annual assessing jurisdiction and is required to assess property for each upcoming fiscal tax year (July 1 – June 30) based upon its use and condition on January 5th (taxable status date). Annual increases or decreases in assessed value resulting from construction, demolition or other physical changes to the property (i.e., "physical" or "alteration" increases) are taxable the year they are levied. For "class 4" commercial properties, and "class 2" residential properties having more than 10 units, annual assessment increases or decreases not resulting from physical changes (i.e., "equalization" changes) are phased in for tax purposes over a five (5) year period at 20% per year. Hence, two assessed values: 1) the "actual assessment," which is reflective of

the City's claimed market value; and 2) the "transitional assessment," which is based on physical increases and the 5-year phase in of equalization changes. Real property taxes in any given year are based on the lesser of the actual or transitional assessment.

As construction is estimated to be completed in December, 2017, the first New York City fiscal tax year based on the property's status as a completed building, will be July 1, 2018 – June 30, 2019. Any fiscal year of condominium operation prior to this period will not reflect taxes based on a fully assessed building. You have therefore advised us to estimate taxes based on the first New York City fiscal tax year after completion of construction (July 1, 2018 – June 30, 2019).

As of January 5, 2017, which will be the basis for the property's 2017/18 assessed value, you have advised us that the project will be 93% complete. Given the property's condition and use as of the taxable status date, we estimate the property's taxable 2017/18 assessed value will be $10,165,000.

As of January 5, 2018, which will be the basis for the property's 2018/19 assessed value, you have advised us that the project will be complete. Given the property's condition and use as of the taxable status date, we estimate that the 2018/19 taxable assessed value will be $10,995,000.

The most recent tax rates available as of the date of this letter are those used by the City of New York for 2014/15 tax year. The "Class 2" tax rate is 12.855%. Since tax rates can and have changed annually (increasing or decreasing) based on a number of factors, for the purpose of this projection we have reviewed annual "Class 2" tax rate changes from 2003/04 through 2013/14. The estimated tax rates therefore assume a 0.416% annual increase over the 2013/14 rate (one tenth of the cumulative 10 year increase of 4.16%). Our review of "Class 4" tax rates changes during the same period indicates a net cumulative decrease. However, since there have been increases in the rate in each of the most recent three tax years, our estimated tax rate for "Class 4" assumes a rate of 10.684% (final 2014/15 rate).

We have been advised, that in allocating the assessed values for the individual condominium units, since July 1, 2007 The New York City Department of Finance procedure and practice has been to determine the percent of the total building value attributed to each condominium based on the percentage interest in common elements as stated in the condominium declaration recorded with the New York City Register. **No warranties are being made that the City of New York will not change this practice.** Based on this practice, and using the percentages of common interest that are anticipated to be recorded with the City Register we have allocated the 421-a Mini Tax Assessed Value, the estimated assessed valuations and taxes as set forth below.

Assuming that the property is converted to condominium status for the 2018/19 tax year and utilizing the estimated tax rates, we estimate that real estate taxes for the fiscal year July 1, 2018 through June 30, 2019 (exclusive of any potential tax exemption benefits) would approximate $1,238,493.98. Allocating the total assessed value in accordance with

the aggregate total of "Schedule A" percentage of general common elements results in the following:

	Percent of Common Interest	Estimated Taxable Assessed Value	Estimated Tax Rate	Estimated Tax Liability
Residential Tax Lots	88.7355%	$9,756,473	13.421%	$1,309.416.24
Retail Tax Lot	5.2526%	$ 577,529	10.684%	$ 61,703.20
Comm. Facility Tax Lot	1.8963%	$ 208,493	10.684%	$ 22,275.39
Garage Tax Lot	3.5013%	$ 384,968	10.684%	$ 41,129.98
Amenity Tax Lot	.6143%	$ 67,538	10.684%	$ 7,215.76

The above estimates do not take into account any future increases in the level of assessed valuation applied to residential and commercial property.

You have advised us that the project is eligible for and that you intend to apply for 20 year real property tax exemption benefits pursuant to Section 421-a of the New York Real Property Tax Law for the entire project. You further represent that the floor area of the project's eligible space will exceed twelve (12%) percent of the aggregate floor area resulting in a reduction in the 421-a exemption by 6.80%. Should your 421-a application ultimately be approved with that percentage of reduction in exemption for excess nonresidential area, the 2018/19 exemption will be based on 93.2% of the increase in pre-construction assessed value.

According to New York City Department of Finance records, the property's 2013/14 (421-a mini-tax year) taxable assessed value was in the total amount of $848,431 Allocating the 2013/14 taxable assessed value to the portions of the project that will be covered by your 421-a application results in the following allocated mini tax assessed values:

	Percent of Common Interest	Allocated Mini Tax Assessed Value
Residential Tax Lots	88.7355%	$752,864
Retail Tax Lot	5.2526%	$ 44,565
Community Facility Tax Lot	1.8963%	$ 16,058
Garage Tax Lot	3.5013%	$ 29,706
Amenity Tax Lot	.6143%	$ $5,212

Past practice of The New York City Department of Finance has been to only reduce the exemption of the ineligible tax lots by reducing the exemption percentage applied to the increase in the allocated mini tax assessed value of those tax lots. **There can be no**

guaranty or warranty that this calculation will be used in the future or that the City of New York will not change its methodology. Based on the current practice, should your 421-a application be granted, we estimate that the assessed value and tax liability will be:

	Estimated Taxable Assessed Value	Estimated Tax Rate	Estimated Tax Liability
2018/19			
Residential Tax Lots	$752,864	13.421%	$101,041.88
Retail Tax Lot	$ 80,807	10.684%	$ 8,633.37
Comm. Facility Tax Lot	$ 29,172	10.684%	$ 3,116.69
Garage Tax Lot	$ 29,706	10.684%	$ 3,173.79
Amenity Tax Lot	$ 9,450	10.684%	$ 1,009.66

No representations or warranties are made herein regarding the property's eligibility for exemption and/or abatement benefits, that the New York City Department of Housing Preservation & Development and Department of Finance will approve these benefits, or that these benefits will ultimately be realized or realized in the amounts set forth. See separate opinion of Sponsor's 421-a counsel.

This letter was prepared at the sponsor's request. The figures set forth herein are approximations derived from material submitted by the sponsor and are subject to variation. No government agency has passed upon these figures or the estimates of assessed valuation and taxes herein. We have not passed on the accuracy of any figures or estimates contained in the Offering Plan, and offer no warranties on real estate assessments, tax classifications, taxes, or tax rates for any period. All prospective purchasers are advised that, although the estimates of assessed valuation upon completion of construction are good faith estimates, such assessed valuations when actually made may be less or greater than as estimated herein.

The above estimates do not take into account any future increases in the level of assessed valuation applied to residential and commercial property or any increase in the real estate tax rates. The above opinion is based upon our interpretation of The New York State Real Property Tax Law and The Administrative Code of the City of New York and is not intended to be a guarantee or assurance that the actual tax assessments or actual taxes will be as estimated.

No representation is made that the provisions of law or New York City Department of Finance policies and practices will apply at the time the construction of the building is complete. You should be aware that the laws, regulations and practices of the Department of Finance upon which this opinion is predicated may in the future be revised in a manner adverse to your interests, or that there may be an adverse interpretation of the law or regulations by one or more agencies of the City of New York, or Courts of competent jurisdiction.

While we believe our opinions are well-founded, they are not intended, and should not be construed as, representations or warranties that assessment and taxes will not be determined in a different amount. The foregoing analysis is based upon our knowledge of the making and review of assessments by the Real Property Assessment Department and the Tax Commission of the City of New York with respect to residential properties held in the condominium form of ownership. Application of a particular approach to valuation by an individual assessor may yield a different result.

We hereby consent to the inclusion of this letter in the Offering Plan.

Very truly yours,

ISRAEL SCHECHTER, PLLC

BY: _____
ISRAEL SCHECHTER

IS:

DECLARATION

Establishing a Plan for Condominium Ownership of Premises located at 2040 Frederick Douglass Boulevard (also known as 285 West 110th Street), County, City, and State of New York Pursuant to Article 9-B of the Real Property Law of the State of New York.

NAME: **THE 285 WEST 110TH STREET CONDOMINIUM**

DECLARANT: **Crescent 110 Equities LLC**
316 West 118th Street
New York, New York 10026

DATE OF DECLARATION:

The land affected by the within instrument lies in Tax Block _____Tax Lot formerly known as Lot __ and now known as Lots _____-_____ inclusive on the Tax Map of the Borough of Manhattan, County, City, and State of New York.

Record and Return to:

SEIDEN & SCHEIN, P.C.

Attorneys for Declarant
570 Lexington Avenue
New York, New York 10022

(212) 935-1400

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A. Description of the Land
B. Description of the Units
B-1. 421-a Affordable Units
C. Definitions
D. By-Laws

DECLARATION
OF
THE 285 WEST 110TH STREET CONDOMINIUM

(Pursuant to Article 9-B of the Real Property Law of the State of New York)

Crescent 110 Equities LLC, a Delaware limited liability company having an office at 316 West 118th Street, New York, New York 10026 (the "Declarant"), does hereby declare as follows:

ARTICLE 1

DEFINITIONS

All capitalized terms used in this Declaration (hereinafter referred to as the "Declaration") that are not otherwise defined in the Articles hereof or in the By-Laws (as herein after defined) will have the meanings set forth in **Exhibit C** annexed hereto, unless the context in which they are used will otherwise require.

ARTICLE 2

SUBMISSION OF THE PROPERTY

2.1 Declarant hereby submits the Land and Building (each as hereinafter defined), all other improvements erected and to be erected thereon, all easements, rights and appurtenances belonging thereto and all other property, real, personal or mixed, intended for use in connection therewith (collectively, the "Property") to the provisions of Article 9-B of the Real Property Law of the State of New York (the "Condominium Act"), and pursuant thereto does hereby establish a condominium to be known as "**THE 285 WEST 110TH STREET CONDOMINIUM**" (the "Condominium").

2.2 Excluded from the Property is that portion of the unused floor area development rights that are now owned, subsequently acquired or that may become available under the New York City Zoning Resolution (the "Development Rights"), which shall be retained by Declarant. The Development Rights may be utilized by Declarant or any bona fide third-party acquiring all or a portion of such Development Rights from Declarant and merged into a zoning lot pursuant to a duly recorded zoning lot development agreement. All Unit Owners are hereby irrevocably deemed to nominate, constitute and appoint Declarant as such Unit Owner's attorney-in-fact, coupled with an interest and with power of substitution to (i) effectuate the acquisition,

sale, lease, transfer, assignment, sublease, pledge, hypothecation or encumbrance of, or other action by Declarant, with respect to the Development Rights; (ii) effectuate the use of the Development Rights for any legal purpose; (iii) effectuate a merger or division of the zoning lot in which the Property is located with any other zoning lots to form a single zoning lot (the "Merger") for the purpose of transferring all or any portion of the Development Rights; or (iv) permit the Development Rights purchaser, once the Merger of zoning lots has occurred, to acquire and utilize development rights from other zoning lots. Any mortgagee holding a mortgage hereinafter entered into and secured by a Unit is hereby deemed, upon the making of such mortgage, to have consented to the foregoing rights of Declarant with respect to the Development Rights.

2.3 Attached to this Declaration as **Exhibit D** and made a part hereof are the By-Laws of the Condominium which set forth detailed provisions governing the operation, use and occupancy of the Condominium (said By-Laws, as they may be amended from time to time, are hereinafter referred to as the "By-Laws").

ARTICLE 3

The Land

Included in the Property described in Article 2 is all that certain tract, plot, piece and parcel of land (the "Land") situate, lying and being in the County of New York, City and State of New York, commonly known as 2040 Frederick Douglass Boulevard (also known as 285 West 110th Street), and more particularly described in **Exhibit A** annexed hereto and made a part hereof. The Land is owned by Declarant in fee simple absolute. The Land has an area of approximately 13,504 square feet.

ARTICLE 4

The Property

Included in the Property described in Article 2 is a building (the "Building") consisting of one (1) commercial unit (the "Commercial Unit"), one (1) community facility unit (the "Community Facility Unit"), one (1) Parking Unit (the "Parking Unit"), one (1) Amenity Unit (the "Amenity Unit") and forty-nine (49) residential units (collectively, the "Residential Units" and individually a "Residential Unit"). Ten (10) Residential Units have been designated as the "421-a Affordable Units" as more particularly set forth on **Exhibit B-1** annexed hereto. The Commercial Unit, Community Facility Unit, Parking Unit, Amenity Unit and the Residential Units are sometimes hereinafter collectively referred to as the "Units" and individually as a "Unit." The Commercial Unit, the Community Facility Unit, the Amenity Unit and the Parking Unit, together with the Non-Residential Common Elements (as hereinafter defined), are collectively referred to as the "Non-Residential Section." The Residential Units, together

with the Residential Common Elements, the Residential Limited Common Elements (as hereinafter defined), are collectively referred to as the "Residential Section." The owner of the Commercial Unit is herein called the "Commercial Unit Owner." The owner of the Community Facility Unit is herein called the "Community Facility Unit Owner." The owner of the Parking Unit is herein called the "Parking Unit Owner.") The owner of the Amenity Unit is herein called the "Amenity Unit Owner." The owner of a Residential Unit is herein called a "Residential Unit Owner" and all the owners of the Residential Units are herein collectively called the "Residential Unit Owners." The owner of a 421-a Affordable Unit is herein called a "421-a Affordable Unit Owner" and all the owners of the 421-a Affordable Units are herein collectively called the "421-a Affordable Unit Owners." The Commercial Unit Owner, Community Facility Unit Owner, Parking Unit Owner, Amenity Unit Owner and all Residential Unit Owners are collectively referred to herein as the "Unit Owners" and individually as a "Unit Owner." The Commercial Unit Owner, Community Facility, Parking Unit Owner and Amenity Unit Owner are collectively referred to herein as the "Non-Residential Unit Owners" and individually as a "Non-Residential Unit Owner".

ARTICLE 5

The Building

The Building is a single structure consisting of a sub-cellar, cellar and eleven (11) floors above, plus mechanical bulkheads above the main roof. The Building will be constructed of stone, steel, concrete, aluminum and glass.

ARTICLE 6

The Units

6.1 **Exhibit B** annexed hereto and made a part hereof sets forth the following data with respect to each Unit necessary for the proper identification thereof: (i) its Unit designation; (ii) tax lot number; (iii) approximate location in the Building; (iv) approximate square foot area; (v) number of rooms; and (vi) the percentage interest in the Common Elements appurtenant to such Unit. The location of each Unit is shown on the floor plans of the Building (the "Floor Plans") certified by FxFowle Architects and intended to be approved by the Tax Map Unit of the City of New York and filed in the Office of the Register of the City of New York, County of New York (the "Register's Office") following the recording of this Declaration.

6.2 Each Unit includes, and each Unit Owner shall be responsible for, entrance doors to the Unit, the interior sheetrocked walls and partitions, non-structural flooring, interior stairways, floor coverings and plastered or sheetrocked ceilings affixed, attached or appurtenant to such Unit, smoke detectors, carbon monoxide detectors, all

plumbing, gas and heating fixtures and equipment such as, but not limited to, refrigerators, dishwashers, heating, ventilating and air conditioning ("HVAC") units (including the fans inside the units), heating equipment, ranges and other equipment and appliances, 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 (i) all lighting and electrical fixtures and appliances within the Unit, and (ii) any special equipment, fixtures or Facilities (as hereinafter defined) affixed, attached or appurtenant to the Unit by or for the benefit of a Unit Owner, to the extent located within a Unit from the panel and serving or benefiting only that Unit. Notwithstanding anything contained in this Article 6 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 of the Building or affect any of the mechanical and electrical systems of such Unit or of the Building.

6.3 The Non-Residential Units include all windows and window frames, storefronts, entranceways and door assemblies and related and similar installations in the exterior façade, if any, which exclusively opens into, or is appurtenant to, the Non-Residential Units, as more particularly delineated on the Floor Plans.

6.4 As of the date of the filing of this Declaration with the Register's Office, fee simple absolute title shall automatically vest in Declarant in all Units, individually and collectively, without the need to execute specific and particular deeds or indentures for each and every Unit.

ARTICLE 7

Dimensions of Units

The approximate floor area of each Unit has been measured horizontally from (i) the exterior face of any exterior walls directly enclosing the unit (perimeter and mechanical pipes are not deducted); (ii) the centerline of any wall or partition separating the Unit from another Unit; and (iii) the outside face of any demising wall or partition separating the Unit from any Common Elements, mechanical areas, elevator shafts, egress stairs or trash rooms where those elements do not exclusively serve the Unit. Where a furring wall

or chase space serving the Unit is adjacent to the structural shear wall bounding the egress stair, the area is taken to the inside face of structural shear wall.

ARTICLE 8

Common Elements

8.1 The common elements of the Condominium (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 include, but are not limited to, those rooms, areas, corridors, spaces and other parts of the Building and all Facilities (defined below) therein for the common use of the Units and the Unit Owners or which are necessary or convenient for the existence, operation, maintenance or safety of the Property. The Common Elements of the Condominium that serve or benefit exclusively (a) the Residential Units or the Residential Unit Owners are called "Residential Common Elements," (b) one or more but not all of the Residential Units or the Residential Unit Owners are called "Residential Limited Common Elements," (c) the Non-Residential Units or the Non-Residential Unit Owners are called "Non-Residential Common Elements," or (d) one or more but not all of the Non-Residential Units or the Non-Residential Unit Owners are called "Non-Residential Limited Common Elements," The "General Common Elements" are appurtenant to, serve and benefit each Unit to the extent of such Unit's percentage share of the General Common Elements. The General Common Elements are for the common use of all Unit Owners.

8.2 As used in this Declaration, the word "Facility" or "Facilities" includes, but is not limited to, the following items (grouped more or less functionally) which are set forth only for purposes of illustrating the broad scope of that term: system, equipment, apparatus, converter, radiator, heater, heat exchanger, mechanism, device, machinery, motor, pump, control, tank or tank assembly, insulation, induction unit, condenser, compressor, fan, damper, blower, thermostat, thermometer, coil, vent, sensor, shut-off valve or other valve, gong, panel, receptacle, outlet, relay, alarm, sprinkler head, electric distribution facility, wiring, wireway, switch, switchboard, circuit breaker, transformer, fitting, siamese connection, hose, plumbing fixture, lighting fixture, other fixture, bulb, sign, telephone, meter, meter assembly, scaffolding, piping, line, duct, conduit, cable, riser, main shaft, pit, flue, lock or other hardware, rack, screen, strainer, trap, drain, catch basin, leader, filter, canopy, incinerator, closet, cabinet, door, railing, coping, step, furniture, mirror, furnishing, appurtenance, urn, basket, mail box, carpeting, tile or other floor covering, drapery, shade or other window covering, wallpaper or other wall covering, tree, shrubbery, flower or other planting and horticulture tub or box.

8.3 The Common Elements will remain undivided and no Unit Owner or other person will bring or will have the right to bring any action for partition or division thereof except as may be specifically provided for herein and in the By-Laws.

8.4 The General Common Elements consist of the following:

8.4.1 The Land (as more particularly described in Exhibit A attached to this Declaration), together with all easements, rights and privileges appurtenant thereto;

8.4.2 Any of the following: all foundations, footings, columns, girders, floor slabs and structural ceilings, beams, and supports and interior load bearing walls;

8.4.3 The façade, exterior walls and structural elements of exterior walls including, but not limited to, non-operable windows and spandrel glass, if any, in the Residential Section of the Building, but excluding (i) all operable windows and operable window frames in the Residential Section of the Building and (ii) all windows and window frames, storefronts, entranceways and door assemblies and related and similar installations in the exterior façade which exclusively opens into, or is appurtenant to, the Non-Residential Units;

8.4.4 The rooms and Facilities located as follows: in the cellar, the electric meter room, the telephone room, the fire pump room, the gas meter room, the water meter/pump room and mechanical equipment storage crawl space; the mechanical areas, stairs, roof, and the underlying roof structure and waterproofing on the second floor and roof level; the bulkhead roof and ladder to the main roof, and all other areas designated as a General Common Element on the Floor Plans;

8.4.5 Any other Facilities in the Building which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of all of the Non-Residential Section and the Residential Section and are not a part of any Unit, Residential Common Elements, Non-Residential Common Elements or any Limited Common Element.

8.5 The Residential Common Elements consist of the following:

8.5.1 Residential electric meters and panels, electric closets, feeders, risers and Facilities, Residential Section gas meter(s), and cables serving exclusively the Residential Section;

8.5.2 The operable windows (including frames) and skylights (including frames), if any, that serve the Residential Section;

8.5.3 Kitchen, bathroom and dryer exhaust ducts, corridor and Residential Unit supply air ducts if any, water lines supply and return for heating, water pressure reducing valve system, and all other Facilities in the floor and ceilings serving or benefiting exclusively the Residential Section;

8.5.4 CATV riser and all other Facilities located in the Property serving or benefiting exclusively the Residential Section to the extent that the same are not owned by a third party;

8.5.5 The rooms and Facilities located as follows: the recycling room and the trash room in the cellar; on the ground floor, the residential lobby and package room; and all other areas designated as a Residential Common Element on the Floor Plans;

8.5.6 The passenger elevator and its shafts, pits, machine rooms and Facilities;

8.5.7 All passages, hallways, stairs and corridors, all mechanical space and all other rooms, areas, spaces and other parts of the Building which are not Residential Units, Residential Limited Common Elements, Non-Residential Units, Non-Residential Common Elements, or General Common Elements;

8.5.8 All other Facilities exclusively serving the Residential Section, excluding the Residential Units, the Residential Limited Common Elements, the Non-Residential Units, the Non-Residential Common Elements, Non-Residential Limited Common Elements, and the General Common Elements, and which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the Residential Section.

8.5.9 Notwithstanding anything to the contrary in this Article 8, if a Residential Common Element benefits only certain Residential Unit Owners, then the alteration, addition, repair, replacement and restoration thereto shall be performed by the Residential Board and the cost thereof shall be borne solely by those Residential Unit Owners who benefit from the Residential Common Element in the proportion that the Common Interest of each benefiting Residential Unit Owner bears to the Common Interests of all benefiting Residential Unit Owners.

8.6 The Residential Limited Common Elements consist of the following:

8.6.1 The terraces to which one or more Residential Units have exclusive access as set forth in Exhibit B annexed hereto. Notwithstanding anything to the contrary contained in the By-Laws or this Declaration, Residential Unit Owners with a terrace appurtenant to their Residential Unit shall be responsible for all normal maintenance of such terrace at such Residential Unit Owner's sole cost and expense. The repair and replacement of the exterior surface of such terrace (e.g. pavers) shall be performed by the Residential Board and charged to the Residential Unit Owner. However, any structural or extraordinary repairs (non-recurring repair which requires more than the usual annual expense for ordinary wear) or replacements to such terrace (including any leaks which are not caused by the negligence of the Residential Unit Owner having access to the same) shall be made by the Board and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense; provided, however, that any repairs or replacements that are necessitated or deemed advisable by the Board and result from the negligence or wrongful acts of any Residential Unit Owner having exclusive access to a terrace, as set forth in

Exhibit B annexed hereto, or any of its invitees, may be made or done by the Board, and the Board may charge the entire cost thereof to such Residential Unit Owner;

8.6.2 The balconies to which one or more Residential Units have exclusive access as set forth in Exhibit B annexed hereto. Residential Unit Owners with a balcony appurtenant their Residential Units shall be responsible for all normal maintenance of such balcony at the Residential Unit Owner's sole cost and expense. Structural and nonstructural repairs and replacements to any balcony shall be made by the Residential Board, at the Residential Board's discretion, and charged to such Residential Unit Owner; provided, however, that any repairs or replacements that are necessitated or deemed advisable by the Board and result from the negligence or wrongful acts of any Residential Unit Owner having exclusive access to a balcony, as set forth in Exhibit B annexed hereto, or any of its invitees, may be made or done by the Board, and the Board may charge the entire cost thereof to such Residential Unit Owner;

8.6.3 All other Facilities exclusively serving one or more but not all Residential Units, excluding the Residential Units, the Residential Common Elements, the Non-Residential Units, the Non-Residential Common Elements, Non-Residential Limited Common Elements and the General Common Elements, and which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of one or more but not all of the Residential Units.

8.7 The Non-Residential Common Elements consist of the following:

8.7.1 Electric meters, water meters, gas meters and other utility meters (if any) serving or available for the exclusive use of the Non-Residential Section;

8.7.2 Ductwork, and all other HVAC and electric and similar Facilities serving or benefiting exclusively the Non-Residential Section;

8.7.3 All remaining Facilities exclusively serving the Non-Residential Units, excluding the Non-Residential Units, the Non-Residential Limited Common Elements, the Residential Units, the Residential Common Elements, the Residential Limited Common Elements, and the General Common Elements, which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the Non-Residential Units.

8.7.4 Notwithstanding anything to the contrary in this Article 8, if a Non-Residential Common Element benefits only certain Non-Residential Unit Owners, then the Non-Residential Section's costs of alteration, addition, repair, replacement and restoration thereto (except in connection with a casualty or condemnation) shall be borne solely by those Non-Residential Unit Owners who benefit from the Non-Residential Common Element in the proportion that the Common Interest of each benefiting Non-Residential Unit Owner bears to the

Common Interest of all benefiting Non-Residential Unit Owners. In addition, except as otherwise provided in the By-Laws, such Non-Residential Unit Owners shall be responsible for the normal operation, maintenance and repair, including but not limited to the cost of staff necessary for such operation, maintenance and repair, of any such Non-Residential Common Element at their sole cost and expense.

8.8 The Non-Residential Limited Common Elements consist of the following:

8.8.1 Terraces to which one or more Non-Residential Units have exclusive control over the operation of, as set forth in Exhibit B annexed hereto. Notwithstanding anything to the contrary contained in the By-Laws or this Declaration, Non-Residential Unit Owners with a terrace appurtenant to its Non-Residential Unit shall be responsible for all normal maintenance of such terrace at such Non-Residential Unit Owner's sole cost and expense. The repair and replacement of the exterior surface of such terrace (e.g. pavers) shall be performed by the Residential Board and charged to the Non-Residential Unit Owner. However, any structural or extraordinary repairs (non-recurring repair which requires more than the usual annual expense for ordinary wear) or replacements to such terrace (including any leaks which are not caused by the negligence of the Non-Residential Unit Owner or its invitees or guests having access to the same shall be made by the Board and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense; provided, however, that any repairs or replacements that are necessitated or deemed advisable by the Board and result from the negligence or wrongful acts of any Non-Residential Unit Owner having exclusive control over a terrace, as set forth in Exhibit B annexed hereto, or any of its invitees, may be made or done by the Board, and the Board may charge the entire cost thereof to such Non-Residential Unit Owner;

8.8.2 All other Facilities exclusively serving one or more but not all Non-Residential Units, excluding the Residential Units, the Residential Common Elements, Residential Limited Common Elements, the Non-Residential Units, the Non-Residential Common Elements and the General Common Elements, and which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of one or more but not all of the Non-Residential Units.

ARTICLE 9

Use Of Building And Units

9.1 As more particularly set forth in the By-Laws, Residential Units may be used only for residential purposes and for any home occupation uses to the extent permitted under applicable zoning law and ordinances and other applicable governmental laws and regulations, but not for retail use. A Residential Unit may also be used for any

other lawful purposes (but not for retail use), subject, however, to (1) the terms and conditions of the then existing certificate of occupancy for the Building, (2) applicable governmental laws and regulations, (3) the use of such Residential Unit not adversely affecting the use and enjoyment of neighboring or adjacent Residential Units for residential purposes, (4) compliance with the By-Laws and (5) the prior written permission of the Residential Board, which permission shall in no event be granted unless such Board affirmatively finds that the conditions in (1) through (5) above have been met.

9.2 Notwithstanding the foregoing or anything contained in the By-Laws or the Rules and Regulations to the contrary, Declarant may, without the permission of the Residential Board or any other Board, (1) grant permission for the use of any Unsold Residential Unit (as defined in Exhibit C) owned by it or its designee for any purpose, provided such use is permitted by Law, and does not violate the then existing certificate of occupancy for such Residential Unit or any other governmental regulations, and (2) use any Unsold Residential Units owned by it or its designee as models and sales and/or promotion offices in connection with the sale or rental of the Units, subject only to compliance with applicable governmental laws and regulations.

9.3 The Non-Residential Units may be used for any lawful purposes, including, without limitation, department and other retail stores and outlets, storage, theaters, banks, coffee shops, restaurants and commercial and professional offices and studios.

9.4 Vault space in the Cellar, if any, shall be available for the use of the Non-Residential Unit Owners as set forth on the Floor Plans, and if so used the Non-Residential Unit Owners shall be responsible for vault taxes, if any, imposed as the result of the use of the vault space. If so used, routine maintenance and repair of the vault space, and the sidewalk hatch to the vault space, shall be the responsibility of the Non-Residential Unit Owners, based on percentage of Common Interest or actual usage, to be determined in the discretion of the Non-Residential Board. However, the costs of any structural repairs, including repairs to the foundations or retaining walls adjacent to the vault space and the closing of the vault space, shall be a General Common Expense undertaken by the Condominium Board. The Non-Residential Unit Owners shall not use the vault space unless it has accepted the use thereof in a writing delivered or sent by certified mail, return receipt requested to the Condominium Board.

9.5 In accordance with Section 339-m of the Condominium Act, Common Expenses may be specially allocated and apportioned based on special or exclusive use or availability or exclusive control of particular Units or Common Elements. In the case of the 421-a Affordable Units, the Common Expenses charged to the 421-a Affordable Unit Owner may be less than the Common Expenses charged to the Unit Owners. Common Expenses may be charged to the 421-a Affordable Unit Owner in a manner that (i) is not proportional to the respective Common Interests of such Unit Owner, (ii) limits the amount charged to such Unit Owner, or (iii) limits the rate at which the amount charged to such Unit Owner may increase.

ARTICLE 10

Changes in the Residential Section

Except to the extent prohibited by Law and the By-Laws, Declarant or its designee shall have the right, without the vote or consent of any Board, other Unit Owners or the Residential Mortgage Representatives, if any, (and to amend this Declaration, as necessary) to: (a) make alterations, additions or improvements to any Unsold Residential Units; (b) change the use (subject to Section 9.2 above) or layout of, or number of rooms of any Unsold Residential Units from time to time; (c) change the size and/or number of Unsold Residential Units by subdividing one or more Unsold Residential Units into two or more separate Units, combining separate Unsold Residential Units (including those resulting from such subdivision or otherwise) into one or more Residential Units, converting a Residential Unit or any portion thereof to a Residential Common Element, a Residential Limited Common Element, a Non-Residential Unit, a Non-Residential Common Element, altering the boundary walls between any Unsold Residential Units, or otherwise, including incorporating Common Elements (such as a portion of a hallway used exclusively by the occupant(s) of such Unsold Residential Unit) which exclusively benefit an Unsold Residential Unit into such Unit; (d) designate a General Common Element, a Residential Common Element, Residential Limited Common Element, or a Non-Residential Common Element as part of a newly created Residential Unit, Residential Limited Common Element, Non-Residential Unit, or Non-Residential Common Element or designate all or part of a Residential Unit as a newly created Non-Residential Unit, Residential Common Element, Residential Limited Common Element, or Non-Residential Common Element; and (e) if appropriate, reapportion among the Unsold Residential Units affected by such change in size, use or number pursuant to the preceding clauses (b) and (c) their percentage interests in the Common Elements; provided, however, that (i) the percentage interest in the Common Elements of any other Residential Units (other than Unsold Residential Units) shall not be changed by reason thereof unless the owners of such Residential Units shall consent thereto; (ii) Declarant or its designee, as the case may be, shall comply with all Laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold each Board and all other Unit Owners harmless from any liability arising therefrom. So long as Declarant or its designee owns at least one (1) Unsold Unit, the provisions of this Article 10 may not be added to, amended, modified or deleted without the prior written consent of Declarant or its designee. By written permission of the Residential Board, which permission, shall not be unreasonably withheld, any other Residential Unit Owner may be given, with respect to his Residential Unit, the same rights and be subject to the same limitations and conditions as are set forth in this Article 10 with respect to Unsold Residential Units. Notwithstanding the other provisions of this Article 10, no reapportionment of the interests in the Common Elements appurtenant to any Residential Unit shall be made unless there is first delivered to the Residential Board a written certification stating that the percentage interests of the respective Units in the Common Elements, immediately after such reapportionment, will be based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common

Elements for exclusive or shared use, and the overall dimensions of the particular Unit. The certification referred to in the preceding sentence shall be delivered (i) at Declarant's election, by Declarant, the managing agent of the Residential Section or of the Condominium or any other person reasonably acceptable to the Residential Board in the case of any Unsold Residential Unit, and (ii) by either the managing agent of the Residential Section or of the Condominium, or any other person reasonably acceptable to the Residential Board in the case of any other Residential Unit.

ARTICLE 11

Changes in the Non-Residential Section

Except to the extent inconsistent with the By-Laws or prohibited by Law, each Non-Residential Unit Owner shall have the right, subject to the approval of the Non-Residential Board, which shall not be unreasonably withheld, but without the vote or consent of the Residential or Condominium Boards, other Unit Owners or the Non-Residential or Residential Mortgage Representatives, if any, to: (1) make alterations, additions or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon the Unit and the Non-Residential Common Elements serving that Unit; (2) change the layout or number of rooms in the Non-Residential Unit from time to time; (3) change the Non-Residential Unit, by subdividing the same, into any desired number of Non-Residential Condominium Units, combining any of the Non-Residential Unit or combining any units resulting from a subdivision, altering the boundary walls between the Non-Residential Unit, or otherwise; (4) designate a Residential Unit, a Residential Common Element, a Residential Limited Common Element, or a General Common Element as part of a newly created Non-Residential Condominium Unit or designate all or part of a Non-Residential Unit as a newly created Residential Unit, Residential Common Element, or Non-Residential Common Element; (5) reapportion among the newly created Non-Residential Unit and/or Residential Units resulting from any subdivision, combination or otherwise their percentage interests in the Common Elements which shall be based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit; provided that in no case may such reapportionment result in a greater percentage of Common Interest for the total of the new Non-Residential Unit and/or Residential Units than existed for the original Non-Residential Unit; (6) change, alter or modify the facade and exterior portion of the Non-Residential Unit provided, however, that the percentage interest in the Common Elements of any portion of the Non-Residential Unit owned by another Non-Residential Unit Owner or of any Residential Unit shall not be changed by reason thereof unless the owner of such Unit shall consent thereto, and the Non-Residential Unit Owner shall comply with all Laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold each Board and all other Unit Owners harmless from any liability arising therefrom, and (7) amend the Certificate of Occupancy with respect to the Non-Residential Unit (any such amendment to be at the sole cost and expense of

the Unit Owner of the Non-Residential Unit in question) to provide that such Non-Residential Unit may be used for any purpose which is lawful at the time that such amendment is made. Notwithstanding the foregoing, Declarant or its designee shall have the right to make the foregoing changes to any Unsold Non-Residential Unit without the consent of any Board or Unit Owner. In addition, for so long as Declarant or its designee owns at least one (1) Unsold Unit, any structural alteration, modification, addition or improvement to any Non-Residential Units, and any alteration, modification, addition or improvement to the façade and exterior portion of the Non-Residential Unit shall require the prior written consent of Declarant or its designee.

ARTICLE 12

Person to Receive Service

The Secretary of State of the State of New York is hereby designated to receive service of process in any action which may be brought against the Condominium, the Residential Section or the Non-Residential Section

ARTICLE 13

Determination of Percentage Interests in Common Elements

The percentage interest of each Unit in the Common Elements has been based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit.

ARTICLE 14

Encroachments

If (a) any portion of the Common Elements encroaches upon any Unit or upon any other Common Element, (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements or (c) any such encroachments shall hereafter occur as a result of (i) settling or shifting of the Building, (ii) any alteration, repair or restoration of the Common Elements made by or with the consent (when required by the By-Laws) of the Condominium Board, Residential Board or Non-Residential Board, as the case may be, or made by Declarant or its designee, or a Non-Residential Unit Owner in accordance with this Declaration or the By-Laws or (iii) any alteration, repair or restoration of the Building (or any portion thereof) or of any Unit or Common Element

after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements; then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same as long as the Building shall stand.

ARTICLE 15

Access to Common Elements

Each Unit Owner shall have an easement in common with all other Unit Owners to use all Common Elements located in the Building, including those located in any of the other Units or elsewhere on the Property which serve such Unit Owner's Unit including an easement to connect to existing utilities including, but not limited to utilities for gas, electricity, steam and ventilation. Each Unit shall be subject to an easement in favor of all Unit Owners to use all Common Elements located in such Unit or elsewhere on the Property which serve other Units. In addition, Declarant, the Condominium Board, the Residential Board, the Non-Residential Board or their agents shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Property. All easements and rights of access described in this Article 15 shall be exercised in such a manner, to the extent practicable, as will not unreasonably interfere with the normal conduct of business of the tenants and occupants of the Non-Residential Section or with the use of the Residential Units for their permitted purposes. To the extent that entry by any Board is upon any Unit in which Common Elements are located, such entry shall be permitted on not less than three days' notice, except that no notice will be necessary in the case of an "emergency" (i.e., a condition requiring repair or replacement immediately necessary for the preservation or safety of the Building or for the safety of occupants of the Building, or other persons, or required to avoid the suspension of any necessary service in the Building).

ARTICLE 16

Easements and Name of Condominium

16.1 Except as set forth in this Declaration, each Residential Unit Owner shall have, in common with all other Residential Unit Owners, an easement for the use of the Residential Common Elements and the General Common Elements and any Facilities located therein, including, but not limited to, such easement as shall be necessary to operate, maintain, repair, rebuild, restore and replace, as necessary, such Residential Unit Owner's Unit. The Non-Residential Section and the Residential Section shall be subject to such easement.

16.2 Except as set forth in this Declaration, each Non-Residential Unit Owner shall have, in common with all other Non-Residential Unit Owners, if any, an easement for the exclusive use of the Non-Residential Common Elements and an easement for the use of the General Common Elements and any Facilities located therein, including, but not limited to, (i) such easement as shall be necessary to operate, maintain, repair, rebuild, restore and replace, as necessary, such Non-Residential Unit Owner's Unit, and (ii) such easements as shall be necessary for each Non-Residential Unit Owner to install or affix and maintain ductwork and all other HVAC Facilities serving or benefiting exclusively such Non-Residential Unit Owner's Non-Residential Unit, except (a) neither the Non-Residential Unit Owner (other than Declarant or its designee) nor any tenant of the Non-Residential Unit Owner (other than a tenant of Declarant or its designee) shall have the right to install, affix, or maintain ductwork or any other HVAC Facilities on or along the exterior of the Building and (b) any ductwork or any other HVAC Facilities that the Non-Residential Unit Owner (other than Declarant or its designee) or any tenant thereof (other than a tenant of Declarant or its designee) desires to install which will materially affect the Residential Section shall require the consent of the Residential Board. The maintenance, repair and replacement of such ductwork and all other HVAC Facilities serving or benefiting exclusively such Non-Residential Unit Owner's Non-Residential Unit shall be performed by the Non-Residential Unit Owner at the Non-Residential Unit Owner's sole cost and expense, and the repair of any damage to the Building caused by such installation or affixation, or the maintenance, repair or replacement of such ductwork and/or other HVAC Facilities shall be performed by the Board of Managers and paid for by such Non-Residential Unit Owner.

16.3 Each Unit Owner shall have, in common with all other Unit Owners, an easement for ingress and egress through the Residential Section and the Non-Residential Section as the case may be, and for the use of any Common Element, to the extent necessitated by an emergency including but not limited to an easement by the Non-Residential Unit Owners for emergency access through and over the fire stairs in the Building. The Residential Section and the Non-Residential Section shall be subject to such easement.

16.4 The Residential Board shall have and each Residential Unit shall be subject to an easement (a) to install, utilize, operate, maintain, repair, alter, rebuild, restore and replace the General Common Elements, Residential Common Elements or Residential Limited Common Elements located in, over, under, through or upon any Unit, or any other Common Elements or elsewhere on the Property and (b) to maintain any existing encroachment and any non-material future encroachment on any Unit or Common Elements resulting from the repair, alteration, rebuilding, restoration or replacement of the Residential Units, the General Common Elements, the Residential Common Elements; or the Residential Limited Common Elements; provided that access to any Unit or the Common Elements in furtherance of such easement shall be exercised in such a manner as will not unreasonably interfere, to the extent practicable, with the normal conduct of business of the tenants and occupants of the Non-Residential Section or with the use of the Residential Units for their permitted purposes. Such entry shall be

permitted on not less than three days' notice, except that no notice will be necessary in the case of an emergency.

16.5 Subject to Section 16.2 hereof, each Non-Residential Unit Owner shall have, in common with all other Non-Residential Unit Owners, and each Unit shall be subject to, an easement (a) to install, utilize, operate, maintain, repair, alter, rebuild, restore and replace the Non-Residential Common Elements located in, over, under, through or upon any Unit, or any other Common Elements or elsewhere on the Property and (b) to maintain any existing encroachment and any non-material future encroachment on any Unit or Common Elements resulting from the repair, alteration, rebuilding, restoration or replacement of any Non-Residential Unit, the Non-Residential Common Elements; provided that access to any Unit or the Common Elements in furtherance of such easement shall be exercised in such a manner as will not unreasonably interfere, to the extent practicable, with the use of the Non-Residential Unit, the Residential Units or the Residential Common Elements for their permitted purposes. Such entry shall be permitted on not less than three days' notice, except that no notice will be necessary in the case of an emergency.

16.6 Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

16.7 Declarant or its designee its successors and assigns shall, to the extent permitted by Law, have an easement to erect, maintain, repair and replace, from time to time, one or more signs and awnings on the Property in Declarant's sole discretion for the purposes of advertising (i) the sale or lease of any Unsold Residential Unit, the sale or lease of all or any portion of the Non-Residential Units and (ii) the operation of any business of a tenant or occupant of all or any portion of any Non-Residential Unit or of any Unsold Residential Units, as the case may be, without the consent of any Board or Unit Owner. In addition, Declarant or its designee shall have an easement and the right to erect, maintain, repair, replace, restore, renovate, remodel and reconstruct the facade of the Building from the ground floor level through and including the bottom of the second floor of the Building without the consent of any Board or Unit Owner.

16.8 The Non-Residential Unit Owners (other than Declarant or its designee) shall have an easement and the right to erect, maintain, repair and replace, from time to time, one or more signs and awnings appurtenant to the Non-Residential Units, below the second floor of the Building, and to repair, replace, restore, renovate, remodel and reconstruct the facade of the Building from the ground floor level through and including the bottom of the second floor of the Building with the consent of the Non-Residential Board but without the consent of the Residential Board or the Condominium Board; provided that any such sign and/or awning which a Non-Residential Unit Owner desires to erect or replace, and any alteration, replacement, restoration, renovation, remodeling, and/or reconstruction of the façade of the Building by such Non-Residential Unit Owner while Declarant or Declarant's designee owns any Unsold Units shall require the prior written consent of Declarant or Declarant's designee.

16.9 Declarant and it designee (as long as Declarant or its designee owns at least one Unsold Unit) and the Residential Board with respect to the Residential Section, the Non-Residential Board with respect to the Non-Residential Section and the Condominium Board with respect to the Property, shall have the right to grant such additional electric, gas, telephone, internet, cable, television, steam, ventilation or other easements for utilities, communications, access or other easements, and to construct any shafts, flues or install any air conditioning compressors or other equipment or Facilities on the roof or relocate any easements in any portion of the Residential Section, the Non-Residential Section or the Property, as the case may be, as Declarant or its designee, the Residential Board, the Non-Residential Board or the Condominium Board, as the case may be, shall deem necessary or desirable for the proper operation and maintenance of the Building or any portion thereof, or to complete the Building as described in the Plan, or for the general health or welfare of the owners, tenants and occupants of the appropriate Units; provided that (i) the Condominium Board and the Residential Board shall not grant such additional easements within each Non-Residential Unit without the written consent of the Non-Residential Unit Owners, (ii) the Condominium Board and the Non-Residential Board shall not grant such additional easements within a Residential Unit which would require the use of any useable square footage within a Residential Unit without the written consent of the affected Residential Unit Owner, (iii) the Condominium Board shall not grant such additional easements within the Residential Common Elements or the Residential Limited Common Elements without the written consent of the Residential Board, and (iv) such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the normal conduct of business of the tenants and occupants of the Non-Residential Units or with the use or occupancy of the Residential Units for their permitted purposes, and shall not result in the imposition of any mechanic's lien against any of the Units. Each Board shall have the right to permit or revoke a right in favor of any company providing utilities or services, and such company's employees and agents, to have access to any Unit or the Common Elements in furtherance of the aforementioned easements to in order to install, operate, maintain and service same, provided such right of access shall be exercised in such manner so as to avoid unreasonable interference with the normal conduct of business of the tenants and occupants of the Non-Residential Units or with the use or occupancy of the Residential Units for their permitted purposes.

16.10 Declarant and its designee, assignee and licensees shall have, and the Units and Common Elements shall be subject to, an easement, (a) to install, utilize, operate, maintain, repair, alter, rebuild, restore and replace satellite dishes and similar equipment on the roof, roof bulkhead and facade of the Building and elsewhere on the Common Elements and the conduit and Facilities relating thereto, other than those portions of the roof, if any, which constitute Residential Limited Common Elements and to retain any and all income derived therefrom, and (b) to maintain any encroachment on any Unit, or any Common Elements or elsewhere on the Property resulting from the installation, operation, maintenance, alteration, rebuilding, restoration or replacement thereof. The Condominium shall not be entitled to any portion of fees, compensation or other profits received by Declarant, its designees, assignees or licensees for the use of the aforesaid easements or equipment. Any satellite dish or other facilities placed upon the roof, bulkhead roof and the facade of the Building and elsewhere on the Common

Elements by Declarant, its designees, assignees or licensees shall be the exclusive property of Declarant, its designees, assignees or licensees and neither the Condominium nor other Unit Owners shall have any rights with respect thereto. Notwithstanding the foregoing, additional utilities or the relocation of existing utilities cannot be installed in a Non-Residential Unit without the consent of the affected Non-Residential Unit Owner and provided further that access to a Unit or Common Element in furtherance of such easement shall be exercised in a manner so as to not unreasonably interfere with the normal conduct of business of the tenants and occupants the Non-Residential Section or with the use of the Residential Units for their permitted purposes. Such entry shall be permitted on not less than one day's notice, except that no notice shall be necessary in the case of an emergency.

16.11 Any rights of access to the Non-Residential Units granted pursuant to this Article or elsewhere in this Declaration and the By-Laws shall be exercised only upon reasonable notice, but in no event less than three (3) days' notice, except in cases of emergency. The Boards shall use best reasonable efforts to schedule access to the Non-Residential Units so as to minimize disruptions to the business operations of the occupants of such Units, but shall not be required to schedule their right of access at times when overtime or holiday wage rates shall be payable to employees or employees of contractors as a result of such scheduling.

16.12 Declarant and its designee (as long as Declarant or its designee owns at least one Unsold Unit) and the Non-Residential Unit Owners, and their successors and assigns, shall, to the extent permitted by Law, have an easement to install, use, maintain, repair and replace (i) all mechanical equipment and associated piping and controls; (ii) all electrical risers, feeders, lines and equipment, including incoming service, main switch changer and distribution panel boards, conduits, wires, meters, transformers and panel boards; (iii) all storm and sanitary sewer equipment and pipes (including vent lines, ejectors, interceptors, filters and valves); (iv) all other facilities of the Building (including shafts, pipes, wiring, ducts, vents, flues, cables, conduits and lines) (collectively, "Utilities") which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the Non-Residential Units now or in the future, except (a) neither the Non-Residential Unit Owner (other than Declarant or its designee) nor any tenant thereof (other than a tenant of Declarant or its designee) shall have the right to install, affix, or maintain any Utilities on or along the exterior of the Building and (b) any Utilities that the Non-Residential Unit Owners (other than Declarant or its designee) or any tenant thereof (other than a tenant of Declarant or its designee) desires to install which will materially affect the Residential Section shall require the consent of the Residential Board.

16.13 Declarant shall have an easement over all portions of the Property to complete construction thereof and to otherwise comply with its obligations under the Plan, if any.

16.14 Declarant and its designee (as long as Declarant or its designee owns at least one (1) Unsold Unit) and the Commercial Unit Owner and Community Facility Unit Owner shall have an easement to use the sidewalk adjacent to such Units and extending

twenty-five (25) feet from the Building line, for purposes permitted by Law without the consent of any Board or Unit Owner.

16.15 The Board, the Residential Board, Declarant and Declarant's designee shall each have an easement through any Residential Unit and an easement to use any terrace or balcony which is appurtenant to such Residential Unit for the installation and temporary storage of equipment (such as, but not limited to, scaffolding), as necessary, in the sole judgment of such Board or Declarant or Declarant's designee, as the case may be, for the purpose of maintaining, repairing, altering, inspecting, rebuilding, replacing or restoring any component of the Building, including, but not limited to, the windows and the façade. Such entry shall be permitted on not less than three days' notice, except that no notice will be necessary in the case of an emergency.

16.16 The Commercial Unit Owner, the Parking Unit Owner and the Amenity Unit Owner and their respective tenants, guests, contractors, and agents shall have an easement through the residential lobby and an easement to use the passenger elevators labelled "PE/SE1" and "PE2". Such Unit Owners shall pay for the operation, maintenance, repair and replacement of such elevators in accordance with the budget that is attached to this Declaration as **Exhibit E**.

16.17 The Amenity Unit Owner shall have an easement through the Residential Section hallways operate the Amenity Unit and its Non-Residential Limited Common Elements and to maintain, repair and replace furniture, fixtures, equipment, appliances, installations and Facilities, without limitation, in the Amenity Unit and its Non-Residential Limited Common Elements.

16.18 Declarant and its designee (as long as Declarant or its designee owns at least one (1) Unsold Unit), the Commercial Unit Owner and the Community Facility Unit Owner shall each have an easement to use the sidewalks adjacent to the Commercial Unit and the Community Unit, respectively, extending twenty-five (25) feet from the Building line, for purposes permitted by Law, without the consent of any Board or Unit Owner.

16.19 The Condominium and the Building shall be designated and known as "**The 285 West 110th Street Condominium.**" For so long as Declarant owns any Units in the Building, Declarant shall own and control all rights and interests appurtenant to the name of the Condominium and/or the Building. For so long as Declarant owns any Units in the Building, only Declarant shall have the right to change or assign the name of the Condominium and/or the Building.

ARTICLE 17

Power of Attorney

17.1 Each Residential Unit Owner hereby grants to the persons who shall from time to time constitute the Residential Board an irrevocable power of attorney, coupled

with an interest (in such form and content as the Residential Board shall determine) following due authorization (if required) from the Residential Unit Owners (a) to acquire or lease any Residential Unit, together with its Appurtenant Interests (as defined hereinafter), whose owner desires to sell, convey, transfer, assign, lease or surrender the same, or which becomes the subject of a foreclosure or other similar sale, on such terms and at such price or rental, as the case may be, as the attorneys-in-fact deem proper, in the name of the Residential Board or its designee, corporate or otherwise, on behalf of all Residential Unit Owners, and after any such acquisition or leasing, to convey, sell, lease, sublease, mortgage or otherwise deal with (but not vote the interest appurtenant thereto) any such Residential Unit so acquired, or to sublease any Residential Unit so leased, without the necessity of further authorization by the Residential Unit Owners, on such terms as the attorneys-in-fact may determine, (b) to commence, pursue, appeal, settle and/or terminate administrative and certiorari proceedings to obtain reduced real estate tax assessments with respect to Residential Units, including retaining counsel and taking any other actions which the Residential Board deems necessary or appropriate and (c) to execute, acknowledge and deliver any declaration or other instrument affecting the entire Residential Section which the Residential Board deems necessary or appropriate to comply with any Law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair or restoration of the entire Residential Section or any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the entire Residential Section or the Common Elements which the Residential Board deems necessary or appropriate.

17.2 Each Non-Residential Unit Owner hereby grants to the persons who shall from time to time constitute the Non-Residential Board an irrevocable power of attorney, coupled with an interest(in such form and content as the Non-Residential Board shall determine) following due authorization (if required) from the Non-Residential Unit Owners (a) to acquire or lease any Non-Residential Unit or portion thereof, together with its Appurtenant Non-Residential Interests (as hereinafter defined) whose owner desires to sell, convey, transfer, assign, lease or surrender the same, or which becomes the subject of a foreclosure or other similar sale, on such terms and at such price or rental, as the case may be, as the attorneys-in-fact deem proper, in the name of the Non-Residential Board or its designee, corporate or otherwise, on behalf of all Non-Residential Unit Owners, and after any such acquisition or leasing, to convey, sell, lease, sublease, mortgage or otherwise deal with (but not to vote the interest appurtenant to) any Non-Residential Unit or portion thereof so acquired, or to sublease any Non-Residential Unit or portion thereof so leased, without the necessity of further authorization by the Non-Residential Unit Owners, on such terms as the attorneys-in-fact may determine, and (b) to execute, acknowledge and deliver (i) any declaration or other instrument affecting the Non-Residential Section which the Non-Residential 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 Non-Residential Section, (ii) any consent, covenant, restriction, easement or declaration, or any amendment thereto,

affecting the Non-Residential Section or the Common Elements which the Non-Residential Board deems necessary or appropriate, or (iii) any easement permitting access between the Non-Residential Section and any property adjoining the Land, including the right to penetrate any General Common Elements located between the Non-Residential Section and such adjoining property, provided such penetration does not materially weaken the structural soundness of the Building.

17.3 Each Unit Owner hereby grants to Declarant and its designee (as long as Declarant or its designee owns at least one Unsold Unit) an irrevocable power of attorney, coupled with an interest, to amend the Condominium Declaration to effectuate the rights granted to Declarant under the Declaration. This provision shall be self-operative, but each Unit Owner shall execute and deliver to the Declarant, upon demand, any additional powers of attorney reasonably requested for such purpose.

17.4 Each Unit Owner hereby grants to the Non-Residential Unit Owners an irrevocable power of attorney, coupled with an interest, to amend the Condominium Declaration to effectuate the rights granted to the Non-Residential Unit Owners under the Declaration. This provision shall be self-operative, but each Unit Owner shall execute and deliver to the Non-Residential Unit Owners, upon demand, any additional powers of attorney reasonably requested for such purpose.

ARTICLE 18

Acquisition of Units by Boards

18.1 If (a) any Residential Unit Owner surrenders such Unit Owner's Unit, together with (i) the undivided interest in the Residential Common Elements and Residential Limited Common Elements and General Common Elements appurtenant thereto, (ii) the interest of such Unit Owner in any other Units theretofore acquired by the Residential Board or its designee, corporate or otherwise, on behalf of all Residential Unit Owners or the proceeds of the sale or lease thereof, if any, and (iii) the interest of such Unit Owner in any other assets of the Residential Section or the Condominium (such interests in (i), (ii) and (iii) being hereinafter collectively called the "Appurtenant Interests"), pursuant to the provisions of Section 339-x of the Condominium Act, (b) the Residential Board, pursuant to Article 8 of the By-Laws, acquires or leases a Residential Unit or Non-Residential Unit, together with the Appurtenant Interests, or (c) the Residential Board purchases, at a foreclosure or other similar sale, a Residential Unit or a Non-Residential Unit, together with the Appurtenant Interests, then, in any such event, title to any such Residential Unit or Non-Residential Unit, together with the Appurtenant Interests, shall be held by the Residential Board or its designee, corporate or otherwise, on behalf of all Residential Unit Owners, in proportion to their respective interests in the Common Elements. The lease or sublease covering any Residential Unit leased or subleased by the Residential Board or its designee shall be held by the Residential Board or its designee, corporate or otherwise, on behalf of all Residential Unit Owners, in proportion to their respective interest in the Common Elements.

18.2 If (a) any Non-Residential Unit Owner surrenders such Unit Owner's Non-Residential Unit or any portion thereof, together with (i) the undivided interest in the Non-Residential Common Elements, and General Common Elements appurtenant thereto and (ii) the interest of such Unit Owner in any other Units theretofore acquired by the Non-Residential Board or it designee, corporate or otherwise, on behalf of all Non-Residential Unit Owners or the proceeds of the sale or lease thereof, if any, and (iii) the interest of such Unit Owner in any other assets of the Non-Residential Section or the Condominium (such interests in (i), (ii), and (iii) being hereinafter collectively called the "Appurtenant Non-Residential Interests"), pursuant to the provisions of Section 339-x of the New York Condominium Act, (b) the Non-Residential Board, pursuant to this Declaration and/or the By-Laws, acquires or leases all or a portion of any Non-Residential Unit, together with its Appurtenant Non-Residential Interest, or (c) the Non-Residential Board purchases, at a foreclosure or other similar sale, all or a portion of any Non-Residential Unit, together with its Appurtenant Non-Residential Interest, then, in any such event, title to all or any such portion of the Non-Residential Unit, together with its Appurtenant Non-Residential Interests, shall be held by the Non-Residential Board or its designee, corporate or otherwise, on behalf of all Non-Residential Unit Owners, in proportion to their respective interests in the Common Elements. The lease or sublease covering all or any portion of a Unit leased or subleased by the Non-Residential Board or its designee shall be held by the Non-Residential Board or its designee, corporate or otherwise, on behalf of all Non-Residential Unit Owners in proportion to their respective interests in the Common Elements.

18.3 The Residential Board shall have the authority to purchase, on behalf of all Unit Owners, a Residential Unit to be used as the residence of the Resident Manager of the Building and, in such event, title to all or any such portion of the Residential Unit, together with its Appurtenant Residential Interests, shall be held by the Residential Board or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective interests in the Residential Common Elements.

18.4 The Residential Board shall have the authority to purchase, on behalf of all Residential Unit Owners, any Non-Residential Unit(s) and, in such event, title to all or any such portion of the Non-Residential Unit, together with its appurtenant Common Interests, shall be held by the Residential Board or its designee, corporate or otherwise, on behalf of all Residential Unit Owners, in proportion to their respective interests in the Residential Common Elements.

ARTICLE 19

Covenants Running With the Land

19.1 All provisions of this Declaration, the By-Laws and the Rules and Regulations which are annexed hereto and made a part hereof, including, without limitation, the provisions of this Article, shall to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be

construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the owner of all or any part thereof, or interest therein, and such Unit Owner's heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create, nor shall they be construed as creating, any rights in or for the benefit of the general public or any other third party. All present and future owners, tenants, subtenants, licensees, and other occupants of Units shall be subject to 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 or conveyance or the entering into of a lease or sub-lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant, subtenant, or occupant, and all of such provisions shall be deemed and taken to be covenants running with the Land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease or use and occupancy agreement thereof.

19.2 If any provision of this Declaration or the By-Laws is invalid under, or would cause this Declaration and the By-Laws to be insufficient to submit the Property to the provisions of, the Condominium Act, such provision shall be deemed deleted from this Declaration or the By-Laws, as the case may be, for the purpose of submitting the Property to the provisions of the Condominium Act but shall nevertheless be valid and binding upon and inure to the benefit of the owners of the Property and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under other applicable Law to the extent permitted under such applicable Law with the same force and effect as if, immediately after the recording of this Declaration and the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land. If any provision which is necessary to cause this Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from this Declaration or the By-Laws, then such provision shall be deemed included as part of this Declaration or the By-Laws, as the case may be, for the purposes of submitting the Property to the provisions of the Condominium Act.

19.3 If this Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the provisions of this Declaration and the By-Laws shall nevertheless be valid and binding upon and inure to the benefit of the owners of the Property, and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under applicable Law to the extent permitted under such applicable Law with the same force and effect as if, immediately after the recording of this Declaration and the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land.

ARTICLE 20

Amendments of Declaration

20.1 Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions or deletions affecting Declarant or its designee, or any Unsold Residential Units, or the Non-Residential Unit or any Non-Residential Unit Owner (a) any provision of this Declaration may be added to, amended, modified or deleted by the vote of at least 80% in number and in Common Interest of all Unit Owners taken in accordance with the provisions of the By-Laws; (b) any provision of this Declaration benefiting, protecting or otherwise affecting only the Residential Section or the Residential Unit Owners may be added to, amended, modified or deleted by vote of at least 66.667% in number and in Common Interest of all Residential Unit Owners taken in accordance with the provisions of the By-Laws; provided, however, that the Common Interest appurtenant to each Residential Unit as expressed in this Declaration shall not be altered without the written consent of all Unit Owners directly affected and (c) any provision of this Declaration benefiting, protecting or otherwise affecting only the Non-Residential Units or Non-Residential Unit Owners may be added to, amended, modified or deleted by the vote of 100% in number and in Common Interest of the affected Non-Residential Unit Owners taken in accordance with the provisions of the By-Laws; provided, however, that the Common Interest appurtenant to any Non-Residential Unit shall not be altered without the written consent of all Unit Owners directly affected; and provided further that each Non-Residential Unit Owner shall have the right to amend the Declaration without the consent of the other Non-Residential Unit Owner if such amendment does not have a material adverse effect on such other Non-Residential Unit Owner. Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions or deletions affecting Declarant or its designee, or any Unsold Residential Units, or the Non-Residential Unit, or any Non-Residential Unit Owner, (i) (x) the written consent of the Residential Mortgage Representatives, if any, to an amendment, modification, addition or deletion with respect to clause (a) above shall not be required unless such amendment, modification, addition or deletion materially impairs the value of the security interest of one or more Permitted Mortgagees, in which case such written consent shall not be unreasonably withheld or delayed and (y) with respect to clause (a) above, the Non-Residential Unit Owners may grant to any Permitted Mortgagee the right to consent to any amendment, modification, addition or deletion to this Declaration to the extent of any mortgage which encumbers the Non-Residential Unit for so long as such mortgage is on record; (ii) the written consent of the Residential Mortgage Representatives, if any, to an amendment, modification, addition or deletion with respect to clause (b) above shall not be required unless such amendment, modification, addition or deletion materially impairs the value of the security interest of one or more Permitted Mortgagees, in which case such written consent shall not be unreasonably withheld or delayed; and (iii) with respect to clause (c) above, the Non-Residential Unit Owners may grant to any Permitted Mortgagee the right to consent to any amendment, modification, addition or deletion to this Declaration which affects the Non-Residential Unit to the extent of any mortgage which encumbers the Non-Residential Unit for so long as such mortgage is on record. 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 Declarant or its designee, or any Unsold Residential Units, or the Non-Residential Unit or any Non-Residential Unit Owner, any such amendment, modification, addition or deletion shall be executed by either (1) the Condominium Board as attorney-in-fact for the Unit Owners, coupled with an interest, which Condominium Board is hereby authorized by such Unit Owners so to act as their attorney-in-fact or (2) the Residential Board as attorney-in-fact for the Residential Unit Owners, coupled with an interest, which Residential Board is hereby authorized by such Residential Unit Owners so to act as their attorney-in-fact or (3) the Non-Residential Board as attorney-in-fact for the Non-Residential Unit Owners, coupled with an interest, which Non-Residential Board is hereby authorized by the Non-Residential Unit Owners so to act as their attorney-in-fact, as the case may be. Subject to the foregoing provisions of this Section 20.1 and the rights of Declarant or its designee, the Non-Residential Unit Owners and the Non-Residential Board under Articles 9, 10 and 11 of this Declaration, Articles 8 and 9 of this Declaration may not be amended, modified, added to or deleted unless (in addition to the consent, if required, of the Residential Mortgage Representatives, as the case may be, as set forth above) 80% in number and in Common Interest of all Unit Owners affected thereby, or if only a Non-Residential Unit is affected, 100% in number and in Common Interest of such affected Non-Residential Unit Owner, or if only Residential Units are affected, 80% in number and in Common Interest of such Residential Unit Owners, approve such amendment, modification, addition or deletion in the manner set forth above.

20.2 If the number of rooms in an Unsold Residential Unit is changed, or the use, size and/or number of Unsold Residential Units is changed (whether as a result of a subdivision or combination of Unsold Residential Units or alteration of boundary walls between Unsold Residential Units, or otherwise) and the appurtenant percentage interests of Units in the Common Elements are reapportioned as a result thereof, all in accordance with Article 10 hereof, and in accordance with applicable Law, then Declarant or its designee causing such changes shall have the right to execute, or (upon its request) to require any other Unit Owner or any Board to execute, and record in the Register's Office and elsewhere, if required by Law, an amendment to this Declaration (together with such other documents as Declarant or its designee causing such changes deems appropriate to effectuate the same) reflecting such change in the number of rooms in an Unsold Residential Unit or in the use, size and/or number of Unsold Residential Units (whether as a result of said subdivision, combination, alteration or otherwise) and the reapportionment of the percentage interests of Units in the Common Elements resulting therefrom, all without the approval of any Board, the Unit Owners or the Residential Mortgage Representatives, if any. In addition, if any Residential Unit Owner other than Declarant or its designee causing such changes is given the right by the Residential Board to make the changes described in this Section 20.2 with respect to such Unit Owner's Residential Unit or Residential Units, all in accordance with Article 10 hereof, then such Residential Unit Owner shall have the right to require the Residential (or Condominium) Board to execute, and record in the Register's Office and elsewhere, if required by Law, any amendment to this Declaration and other documents which are necessary or appropriate (in the reasonable judgment of the Residential (or Condominium) Board) to

reflect the changes made by the Residential Unit Owner, all without the approval of any Board, other Unit Owners or the Residential Mortgage Representatives, if any. Nothing contained in this Section shall be construed to mean that the Common Interest appurtenant to any Unit not subject to any change may be reapportioned without the written consent of the Owner of such Unit.

20.3 If (a) the number of rooms in any Non-Residential Unit or the size of any Non-Residential Unit is changed and the percentage interest in the Common Elements appurtenant to such Non-Residential Unit belonging to the Owner causing such change is reapportioned among any newly created commercial condominium units resulting from any subdivision of the Non-Residential Unit, any combining of the Non-Residential Unit or of any units resulting from a subdivision, any alteration of the boundary walls between Non-Residential Units, or otherwise, or (b) a Non-Residential Common Element is designated as part of a newly created non-residential condominium unit or all or part of a Non-Residential Unit is designated as a newly created Non-Residential Common Elements, all in accordance with Article 11 hereof the Non-Residential Board (or the Non-Residential Unit Owners causing such changes) shall have the right to execute, or (upon request) to require any other Board or Unit Owner to execute, and record in the Register's Office, and elsewhere, if required by Law, an amendment to this Declaration (together with such other documents as (the Non-Residential Unit Owners or) the Non-Residential Board deems appropriate to effectuate the same) reflecting (i) such change in the number of rooms in or size of any Non-Residential Unit, the subdivision of the Non-Residential Unit into separate non-residential condominium units, the combination of the Non-Residential Unit or of any newly created non-residential condominium units resulting from a subdivision, the alteration of boundary walls between Non-Residential Units, or otherwise, and the reapportionment of the percentage interests in the Common Elements among such newly created non-residential condominium units or (ii) such designation of a Non-Residential Common Element as part of a newly created non-residential condominium unit or such designation of part of a Non-Residential Unit as a newly created Non-Residential Common Element, all without the approval of any Board, the Unit Owners or the Residential Mortgage Representatives, if any. Notwithstanding the foregoing, Declarant or its designee shall have the right to make the foregoing changes to any Unsold Non-Residential Unit without the consent of any Board or Unit Owner. Nothing contained in this Section shall be construed to mean that the Common Interest appurtenant to any Unit not subject to any change may be reapportioned without the written consent of the Owner of such Unit.

20.4 Amendments, modifications, additions or deletions of or to this Declaration, the By-Laws and the Rules and Regulations may be necessary, appropriate or desirable in connection with the operation of the Non-Residential Units or with the subdivision, combination or alteration of the Non-Residential Units, or of any newly created non-residential condominium units and/or the offering for sale or lease of all or any portion of the Non-Residential Units. In connection therewith, the Non-Residential Board, (or, when permitted, the Non-Residential Unit Owners) may cause this Declaration, the By-Laws and the Rules and Regulations to be so amended, modified, added to or deleted from and the resulting provision thereof may be similar or dissimilar to those affecting the Residential Section and Residential Unit Owners; provided such

amendment does not have an adverse effect on the Residential Section or any Residential Unit Owners. In the case of any such amendment, modification, addition or deletion which does not adversely affect the Residential Section or the Residential Unit Owners, the Non-Residential Board shall be the attorney-in-fact for the Residential Unit Owners, coupled with an interest for the purpose of approving and executing any instrument effecting such amendment, modification, addition or deletion. Notwithstanding the foregoing, Declarant or its designee shall have the right to make amendments, modifications, additions or deletions of or to this Declaration, the By-Laws and the Rules and Regulations as may be necessary, appropriate or desirable in connection with the operation of any Unsold Non-Residential Units without the consent of any Board or Unit Owner.

20.5 The provisions of Sections 20.1 and 20.2 may not be modified, amended, added to or deleted, in whole or in part, without the consent of Declarant or its designee, and the provisions of Sections 20.1, 20.3, and 20.4, may not be modified, amended, added to or deleted, in whole or in part without the consent of the Non-Residential Board.

20.6 Amendments, modifications, additions or deletions of or to this Declaration are subject in all respects to Section 13.2 of the By-Laws which is incorporated by reference herein.

20.7 Notwithstanding any provision contained herein to the contrary, any amendment to this Declaration of a material adverse nature to Permitted Mortgagees of Residential Units (except for Permitted Mortgagees of any Unsold Residential Unit) shall require the written consent of at least 51%, in number and in Common Interest, of such affected Permitted Mortgagees. Such consent shall be deemed granted if the affected Permitted Mortgagee fails to respond to any written proposal for an amendment to this Declaration within sixty (60) days from receipt of the notice of the proposed amendment; provided that notice of such amendment is delivered to the Permitted Mortgagee by certified or registered mail, return receipt requested.

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

20.9 Notwithstanding any provision contained herein to the contrary, any amendment to this Declaration necessitated by or resulting from the sale of one or more Non-Residential Units to the Condominium Board or the Residential Board shall require the consent of a Majority of Residential Unit Owners, and not 80% in number and in Common Interest of all Unit Owners, or 66-2/3% in number and in Common Interest of all Residential Unit Owners.

ARTICLE 21

Termination of Condominium

The Condominium shall continue and the Property shall not be subject to an action for partition (unless terminated after a casualty loss, condemnation or eminent domain, as more particularly provided in the By-Laws) until such time as withdrawal of the Property from the provisions of the Condominium Act is authorized by a vote of at least 80% in number and in Common Interest of all Unit Owners. No such vote shall be effective, however, (a) without the written consent (which consent shall not be unreasonably withheld or delayed) of Permitted Mortgagees which represent at least 51% in number and Common interest of all Units which are encumbered by a Permitted Mortgage, and (b) without the written consent of Declarant, until such time as Declarant and its designees do not hold title to any Unsold Unit. In the event said withdrawal is authorized as aforesaid, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective Common Interests; provided, however, that no payments shall be made to a Unit Owner until there has first been paid from out of such Unit Owner's share of such net proceeds all liens on such Unit Owner's Unit (other than mortgages which are not Permitted Mortgages), in the order of priority of such liens.

ARTICLE 22

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 23

Captions

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof

ARTICLE 24

Certain References

24.1 A reference in this Declaration to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural and vice versa, unless the context otherwise requires.

24.2 The terms "herein," "hereof" or "hereunder" or similar terms used in this Declaration refer to this entire Declaration and not to the particular provision in which the terms are used, unless the context otherwise requires.

24.3 Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of this Declaration.

ARTICLE 25

Severability

Subject to the provisions of Sections 19.2 and 19.3, if any provision of this Declaration is invalid or unenforceable as against any person or under certain circumstances, the remainder of this Declaration and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Declaration shall, except as otherwise herein provided, be valid and enforced to the fullest extent permitted by Law.

ARTICLE 26

Covenant of Further Assurances

26.1 Any party who or which is subject to the terms of this Declaration, whether such party is s Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member or officer of any Board or otherwise, shall, upon prior reasonable written request at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action as such other party may reasonably request to effectuate the provisions of this Declaration or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

26.2 If any Unit Owner (other than Declarant or its designee), any Board or any other Person or party (other than Declarant or its designee) which is subject to the terms of this Declaration fails, within 10 days after request therefor, to execute, acknowledge or

deliver any instrument, or to take any action which such Unit Owner, Board, Person, or party is required to execute, acknowledge and deliver or to take pursuant to this Declaration at the request of any Board, then such Board is hereby authorized as attorney-in-fact for such Unit Owner, Board, Person, or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action in the name of such Unit Owner, Board, Person or party and such document or action shall be binding on such Unit Owner, Board, Person or party.

26.3 If any Unit Owner, any Board or any other party which is subject to the terms of this Declaration fails, within 10 days after request therefor, to execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner, Board or party is required to execute, acknowledge and deliver pursuant to this Declaration at the request of Declarant or its designee, then Declarant or its designee is hereby authorized, as attorney-in-fact for such Unit Owner, Board or other party, coupled with an interest, to execute, acknowledge and deliver such instrument or to take such action in the name of such Unit Owner, Board or other party and such document or action shall be binding on such Unit Owner, Board or other party, as the case may be.

26.4 The foregoing provisions of Sections 26.1 and 26.2 (i) shall not apply to the holder of any Permitted Mortgage of any Unit, and (ii) shall not be enforced against, but shall be enforced by, Declarant or its designee.

ARTICLE 27

Successors and Assigns

Except as set forth herein or in the By-Laws to the contrary, the rights and/or obligations of Declarant or its designee as set forth herein shall inure to the benefit of and be binding upon any successor or assign of Declarant or its designee (not including Residential Purchasers of Units pursuant to the Plan), or, with the written consent of Declarant or its designee, any transferee of some or all of the then Unsold Residential Units then owned by Declarant or its designee, as the case may be. The rights and/or obligations of the Non-Residential Unit Owners as set forth herein shall inure to the benefit of and be binding upon any successors or assigns of the Non-Residential Unit Owners. Subject to the foregoing, Declarant, its designee, and/or the Non-Residential Unit Owners, as the case may be, shall have the right, at any time, in their sole discretion, to assign or otherwise transfer their respective interests herein, whether by sale, merger, consolidation, lease, assignment or otherwise.

ARTICLE 28

Consents

Whenever the consent, approval, satisfaction or permission of Declarant or its designee is required under this Declaration or the By-Laws, such consent, approval, satisfaction or permission will not be required when neither Declarant nor any designee of Declarant owns any Unsold Units.

ARTICLE 29

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 Definitions annexed hereto as Exhibit C; (iv) the By-Laws annexed hereto as Exhibit D; and (v) the Floor Plans, are each incorporated herein by this reference and made a part of this Declaration as if set forth at length in the text hereof.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the _____day of _____201_.

Crescent 110 Equities LLC

By:_____

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the ____ day of _____in the year 201_, 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

Description of the Land

Exhibit B

Description of the Units

Exhibit B-1

421-a Affordable Units

2B
2C
2D
3E
3F
4E
4F
5E
5F
6C

Exhibit C

Definitions

Exhibit D

By-Laws

BY-LAWS OF

THE 285 WEST 110TH STREET CONDOMINIUM

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BY-LAWS OF THE 285 WEST 110TH STREET CONDOMINIUM

ARTICLE 1

GENERAL

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 285 West 110th Street Condominium (the "Condominium"). The Condominium covers the property (the "Property") consisting of approximately 13,504 square feet of land (the "Land") which forms a part of Block 1826 on the Tax Map of the Borough of Manhattan, County, City, and State of New York, the building and other improvements now or hereafter to be constructed thereon or therein, as the case may be (hereinafter collectively called the "Building"), including, without limitation, the Units and the Common Elements, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for use in connection therewith, all of which have been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York by the recording of a Declaration (which, as the same may be amended from time to time, is herein called the "Declaration") in the New York County Office of the Register of The City of New York ("City Register's Office"), together with these By-Laws. All terms used herein including, but not limited to, "Declarant or its designee" and "Declarant or a designee of Declarant," which are not separately defined herein, shall have the meanings given to those terms in the Declaration.

1.2 Applicability of By-Laws. These By-Laws are applicable to the Property and to the use and occupancy thereof. All present and future Unit Owners, mortgagees, lessees, sublessees and other occupants of Units and employees and guests of Unit Owners, as well as all other persons who may use the facilities of the Property, are and shall be subject to the Declaration, these By-Laws and the Rules and Regulations (as hereinafter defined). The acceptance of a deed or 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 these By-Laws, the Rules and Regulations and the Declaration as they may be amended from time to time, are accepted and ratified.

1.3 Principal Office of Condominium. The principal office of the Condominium shall be located within the Property or at such other place within the Borough of Manhattan reasonably convenient thereto, as may be designated from time to time by the Condominium Board (as hereinafter defined).

ARTICLE 2

BOARD OF MANAGERS

2.1 Number, Term and Qualification.

2.1.1 As more particularly set forth in Section 2.2, the affairs of the Condominium shall be governed by a board of managers of the Condominium (the "Condominium Board"). From and after the first annual meetings of Unit Owners as provided in Section 3.1, the Condominium Board shall consist of a Residential Board of five (5) persons elected or designated by the Residential Unit Owners, subject to Declarant's Subsection 3.9.3 rights, and a Non-Residential Board consisting of two (2) persons, one (1) of whom shall be elected or designated by the Commercial Unit Owner and one (1) of whom shall be elected or designated by the Community Facility Unit Owner subject to Declarant's Subsection 3.9.5 rights. The Condominium Board, the Residential Board and the Non-Residential Board are herein sometimes referred to collectively as the "Boards" and individually as a "Board."

2.1.2 Each member of the Residential Board and the Non-Residential Board, except for the first Boards as provided in Section 2.4 and except as otherwise provided herein, shall be elected at the separate annual meetings of Residential Unit Owners and the Non-Residential Unit Owners and shall serve until the next annual meeting thereof and until successors have been elected and qualified. There shall be no limit on the number of successive terms a Board member may serve.

2.1.3 Except for Board members elected or designated by Declarant or its designee (a) all members of the Residential Board shall be either Residential Unit Owners or officers, directors, shareholders, partners, principals, members, trustees, employees or beneficiaries of corporations, partnerships, limited liability companies fiduciaries or any other entities which own Residential Units, or Permitted Mortgagees or family members of any of the foregoing, and (b) all members of the Non-Residential Board shall be either a Non-Residential Unit Owner or officers, directors, members, managers, shareholders, partners, principals, employees or beneficiaries of corporations, partnerships, fiduciaries or any other entities which may own a Non-Residential Unit or a managing agent for such Non-Residential Unit Owner or an employee thereof, Permitted Mortgagees of the Non-Residential Unit, lessees of the Non-Residential Unit or portions thereof, or family members of any of the foregoing. Other than Board members elected or designated by Declarant or its designee no Board member shall continue to serve after such member ceases to be qualified as set forth above. As used herein the term "Permitted Mortgagee" means the holder of any "Permitted Mortgage" of a Unit or Units which is permitted to be placed thereon pursuant to these By-Laws.

2.2 Powers and Duties

2.2.1 The Boards shall collectively have the powers and duties necessary for or incidental to the administration of the affairs of the Condominium (except such powers and

duties which by Law, the Declaration or these By-Laws may not be delegated to the Boards by the Unit Owners). All determinations, however, which (a) affect only the Residential Section and do not adversely affect the Non-Residential Section or the use of the Non-Residential Section for its permitted purposes, shall be made by the Residential Board or (b) affect only the Non-Residential Section and do not adversely affect the Residential Section or the use of Residential Units for their permitted purposes, shall be made by the Non-Residential Board. All other determinations with respect to the administration of the affairs of the Condominium including, without limitation, determinations which (i) relate to the Residential Section and adversely affect the Non-Residential Section, or (ii) relate to the Non-Residential Section and adversely affect the Residential Section, or (iii) relate to or affect the General Common Elements, shall be made by the Condominium Board. Any dispute between the Residential Board and the Non-Residential Board with respect to whether the Residential Board or the Non-Residential Board shall be entitled to make any determination shall be settled by Arbitration (as hereinafter defined); provided, however, that no such dispute with respect to whether the determination of one adversely affects the other shall be deemed to exist unless the objecting party specifies the grounds for its objection in writing to the other party within 10 business days of receipt by it of notice of such determination. In addition, any dispute between the Residential Board and the Non-Residential Board with respect to whether any matter is entitled to be determined by the Condominium Board shall be settled by Arbitration, which Arbitration shall be determined on the basis of what is in the best interests of the Condominium. As used herein the term "Arbitration" means arbitration conducted in accordance with the provisions of Article 11 and the term "adversely affect" shall mean the uses prohibited by Section 6.16.

2.2.2 Subject to the provisions of Subsection 2.2.1, and without limiting the generality thereof, the Boards shall each have all powers and duties expressly set forth elsewhere in the Declaration and By-Laws and shall be entitled to make such determinations and take such actions and incur such liabilities as may be required to effectuate each Board's obligations under the Declaration and By-Laws.

2.2.2.1 The Condominium Board shall be entitled to make determinations with respect to the following matters:

2.2.2.1(a) Operating, caring for, keeping up, maintaining, repairing and replacing of the General Common Elements, including contracts for utilities, services and supplies;

2.2.2.1(b) Determining the amount of General Common Charges (as hereinafter defined) and the amount of Special Assessments for all Units;

2.2.2.1(c) Employing and dismissing personnel necessary for the maintenance and operation of the General Common Elements;

2.2.2.1(d) Adopting, amending or adding to, the rules and regulations of the Condominium;

2.2.2.1(e) Making additions and improvements to, or alterations of, the General Common Elements;

2.2.2.1(f) Making repairs and restorations of the General Common Elements or parts thereof damaged or destroyed by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings;

2.2.2.1(g) Enforcing obligations of Unit Owners, the Non-Residential Board and the Residential Board;

2.2.2.1(h) Levying fines against Unit Owners, the Non-Residential Board or the Residential Board for violations of the rules and regulations of the Condominium adopted by the Board (any such fines shall constitute General Common Charges payable by the Unit Owner or Board against which they are levied);

2.2.2.1(i) Opening and maintaining bank accounts on behalf of the Condominium (with respect to matters within its jurisdiction as provided in these By-Laws) and designating signatories therefor;

2.2.2.1(j) Adjusting and settling insurance claims (and executing and delivering releases in connection therewith) if the loss involves both the Residential Section and the Non-Residential Section or the General Common Elements, as set forth in 6.2;

2.2.2.1(k) Borrowing money on behalf of the Condominium, when required in connection with the operation, care, upkeep and maintenance of, or the making of repairs, replacements, restorations or additions to or alterations of, the General Common Elements; provided, however, that (i) the consent of at least 66-2/3% in Common Interest of all Unit Owners shall be required for any borrowings in excess of the aggregate amount of $150,000 in any one fiscal year (regardless of the balance of any loans outstanding from previous years), and (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements without the consent of the owner of such Unit. If any sum borrowed by the Condominium Board pursuant to the authority contained in this subparagraph 2.2.2.1(k) is not repaid by said Board, a Unit Owner who pays to the creditor such proportion thereof as such Unit Owner's interest in the Common Elements bears to the interest of all the Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor has filed or has the right to file against such Unit Owner's Unit;

2.2.2.1(l) Bringing actions on behalf of the Unit Owners, as their interests may appear, with respect to any cause of action relating to the General Common Elements, as the Condominium Board deems advisable;

2.2.2.1(m) Organizing corporations or limited liability companies to act as designees of the Condominium Board with respect to such matters as such Board may determine;

2.2.2.1(n) Executing, acknowledging and delivering of (i) any declaration 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 Building, or (ii) any consent, covenant, restriction, easement or declaration affecting the Property which the Condominium Board deems necessary or appropriate;

2.2.2.1(o) Preparing, executing and recording, on behalf of all Unit Owners, as their attorney-in-fact, coupled with an interest, a restatement of the Declaration and/or these By-Laws whenever in the Condominium Board's estimation, it is advisable to consolidate and restate all amendments, modifications, additions and deletions theretofore made to the Declaration and/or these By-Laws;

2.2.2.1(p) Obtaining and reviewing insurance for the Property, including the Units, pursuant to the provisions of Section 6.2; and

2.2.2.1(q) Leasing or purchasing an apartment for use as the residence of the building superintendent, either in the Building or elsewhere (in compliance with applicable Law and regulation) and amending, modifying, extending, renewing, and otherwise dealing in any way with respect to any such apartment.

2.2.2.2 The Residential Board shall be entitled to make determinations with respect to the following matters:

2.2.2.2(a) Operating, caring for, keeping up, maintaining, repairing and replacing the Residential Section, including contracts for utilities, services and supplies;

2.2.2.2(b) Determining the amount of Residential Common Charges (as hereinafter defined), subject to the determination of the Condominium Board with respect to General Common Charges, and the amount of Special Assessments for all Residential Units;

2.2.2.2(c) Collecting Residential Common Charges from Residential Unit Owners;

2.2.2.2(d) Employing and dismissing personnel necessary for the maintenance and operation of the Residential Section, including the building superintendent;

2.2.2.2(e) Adopting, amending or adding to the Residential Rules and Regulations (as provided in Schedule A hereof);

2.2.2.2(f) Subject to Section 8.2. of the By-Laws, purchasing, leasing and otherwise acquiring in the name of the Residential Board (or, if required, in the name of the Condominium Board) or its designee, on behalf of all Residential Unit Owners, Residential Units offered for sale or lease or surrendered by their owners to the Residential Board;

2.2.2.2(g) Purchasing Residential Units or Non-Residential Units at foreclosure or other similar sales, in the name of the Residential Board (or, if required, in the name of the Condominium Board) or its designee, on behalf of all Residential Unit Owners;

2.2.2.2(h) Selling, leasing, subleasing, mortgaging and otherwise dealing with (but not voting the interests appurtenant to) Residential Units acquired by, and subleasing Residential Units leased by, the Residential Board or its designee, on behalf of all Residential Unit Owners;

2.2.2.2(i) Making additions and improvements to, or alterations of, the Residential Common Elements and the Residential Limited Common Elements;

2.2.2.2(j) Making repairs to and restorations of the Residential Section or parts thereof damaged or destroyed by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings;

2.2.2.2(k) Enforcing obligations of Residential Unit Owners and the Boards;

2.2.2.2(l) Levying fines against Residential Unit Owners for violations of the Residential Rules and Regulations (any such fines shall constitute Residential Common Charges payable by the Residential Unit Owner against whom they are levied);

2.2.2.2(m) Maintaining bank accounts on behalf of the Residential Section (with respect to matters within its jurisdiction as provided in these By-Laws) and designating signatories therefor;

2.2.2.2(n) Adjusting and settling insurance claims (and executing and delivering releases in connection therewith) if the loss involves only the Residential Section as set forth in Section 6.2;

2.2.2.2(o) Borrowing money on behalf of the Residential Section when required in connection with the operation, care, upkeep and maintenance of, or the making of repairs, replacements, restorations or additions to or alterations of, the Residential Section or otherwise in connection with any permitted action or activity of the Residential Board; provided, however, that (i) except as provided in Section 8.6 of the By-Laws, the consent of at least 66-2/3% in Common Interest of all Residential Unit Owners shall be required for any borrowings in excess of the aggregate amount of $150,000 (including the pro rata share of the Residential Section with respect to any borrowing made by the Condominium Board pursuant to 2.2.2.1(k)) in any one fiscal year (regardless of the balance of any loans outstanding from previous years), (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements without the consent of the owner of such Unit, and (iii) the Non-Residential Unit Owners will not be liable for repayment of any portion of any such loan. If any sum borrowed by the Residential Board pursuant to the authority contained in this subparagraph 2.2.2.2(o) is not repaid by said Board, a Residential Unit Owner who pays to the creditor such proportion thereof as such Unit Owner's interest in the Common Elements bears to the interest of all Residential Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or any lien which said creditor has filed or has the right to file against such Residential Unit Owner's Unit;

2.2.2.2(p) Bringing actions on behalf of the Residential Unit Owners, as their interests may appear, with respect to any cause of action relating to the Residential Section, as the Residential Board deems advisable;

2.2.2.2(q) Organizing corporations or limited liability companies to act as designees of the Residential Board with respect to such matters as such Board may determine, including, without limitation, in connection with the acquisition of title to or the leasing or subleasing of Residential Units by the Residential Board on behalf of Residential Unit Owners;

2.2.2.2(r) Executing, acknowledging and delivering (i) any declaration or other instrument affecting only the Residential Section which the Residential 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 Residential Section, or (ii) any consent, covenant, restriction, easement or declaration affecting only the Residential Section and which the Residential Board deems necessary or appropriate;

2.2.2.2(s) Executing, acknowledging and delivering any documents or other instruments necessary to commence, pursue, compromise or settle certiorari proceedings to obtain reduced real estate tax assessments with respect to Residential Units for the benefit and on behalf of (i) all Residential Unit Owners, or (ii) for individual Residential Unit Owners, provided that each such Residential Unit Owner indemnifies the Residential Board from and against all claims, costs and expenses (including, without limitation, reasonable attorneys' fees) resulting from such proceedings;

2.2.2.2(t) Operating, maintaining and supervising of all Residential Common Elements and Residential Limited Common Elements;

2.2.2.2(u) Purchasing or leasing, in the name of the Residential Board, space for the storage of personal property of Residential Unit Owners, and in connection therewith the promulgation of conditions, rules and regulations for the operation and supervision thereof;

2.2.2.2(v) Imposition of customary and reasonable move-in fees and charges, and transfer fees in connection with the sale or lease of a Residential Unit, provided that no such fees or charges or any other conditions of transfer or lease may be imposed upon the Declarant or its designees;

2.2.2.2(w) Leasing or purchasing an apartment for use as the residence of the building superintendent, either in the Building or elsewhere (in compliance with applicable Law and regulation) and amending, modifying, extending, renewing, and otherwise dealing in any way with respect to any such apartment; and

2.2.2.2(x) Subject to Section 8.17 of the By-Laws, purchasing otherwise acquiring in the name of the Residential Board (or, if required, in the name of the Condominium Board) or its designee, on behalf of all Residential Unit Owners, Non-Residential Units offered for sale or lease or surrendered by their owners to the Residential Board.

2.2.2.3 The Non-Residential Board shall be entitled to make determinations with respect to the following matters:

2.2.2.3(a) Operating, caring for, keeping up, maintaining, repairing and replacing the Non-Residential Section, including contracts for utilities, services and supplies;

2.2.2.3(b) Determining the amount of Non-Residential Common Charges, subject to the determination of the Condominium Board with respect to General Common Charges, and the amount of Special Assessments for the Non-Residential Unit;

2.2.2.3(c) Collecting Non-Residential Common Charges from Non-Residential Unit Owners;

2.2.2.3(d) Employing and dismissing personnel necessary for the maintenance and operation of the Non-Residential Section;

2.2.2.3(e) Adopting, amending and adding to, the rules and regulations of the Non-Residential Section;

2.2.2.3(f) Selling, leasing, mortgaging and otherwise dealing with all or any portion of the Non-Residential Section. This 2.2.2.3(f) is not intended, except to the extent provided elsewhere to the contrary, to interfere with the ability of Non-Residential Unit Owners to sell, lease, mortgage, subdivide or combine portions of their individual Units;

2.2.2.3(g) Making additions and improvements to or alterations of the Non-Residential Common Elements;

2.2.2.3(h) Making repairs to and restorations of the Non-Residential Section or parts thereof damaged or destroyed by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings;

2.2.2.3(i) Enforcing obligations of the Non-Residential Unit Owners and the Boards;

2.2.2.3(j) Opening and maintaining bank accounts with respect to the Non-Residential Section and designating the signatories required therefor;

2.2.2.3(k) Adjusting and settling insurance claims (and executing and delivering releases in connection therewith) if the loss involves only the Non-Residential Section as set forth in Section 6.2;

2.2.2.3(l) Borrowing money on behalf of the Non-Residential Section when required in connection with the operation, care, upkeep and maintenance of, or the making of repairs, replacements, restorations or additions to or alterations of, the Non-Residential Section or otherwise in connection with any permitted action or activity of the Non-Residential Board; provided, however, that (i) the consent of at least 66-2/3% in Common Interest of all Non-Residential Unit Owners shall be required for any borrowings in excess of the aggregate amount of $75,000 (including the pro rata share of the Non-Residential Section with respect to any borrowing made by the Condominium Board pursuant to 2.2.2.1(l)), in any one fiscal year (regardless of the balance of any loans outstanding from previous years), (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements without the

consent of the owner of such Unit, and (iii) the Residential Unit Owners will not be liable for repayment of any portion of any such loan. If any sum borrowed by the Non-Residential Board pursuant to the authority contained in this subparagraph 2.2.2.3(l) is not repaid by said Board, a Non-Residential Unit Owner who pays to the creditor such proportion thereof as such Unit Owner's interest in the Common Elements bears to the interest of all Non-Residential Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or any lien which said creditor has filed or has the right to file against such Non-Residential Unit Owner's Unit;

2.2.2.3(m) Bringing actions on behalf of the Non-Residential Unit Owners, as their interests may appear, with respect to any cause of action relating to the Non-Residential Section, as the Non-Residential Board deems advisable;

2.2.2.3(n) Organizing corporations or limited liability companies to act as designees of the Non-Residential Section with respect to such matters as the Non-Residential Board may determine;

2.2.2.3(o) Executing, acknowledging and delivering (i) any declaration or other instrument affecting only the Non-Residential Section which the Non-Residential 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 Non-Residential Section, (ii) any consent, covenant, restriction, easement or declaration affecting only the Non-Residential Section which the Non-Residential Board deems necessary or appropriate; and (iii) any easement permitting access between the Non-Residential Section and any property adjoining the Land, including the right to penetrate any General Common Elements located between the Non-Residential Section and such adjoining property, provided such penetration does not materially weaken the structural soundness of the Building;

2.2.2.3(p) Purchasing, leasing and otherwise acquiring in the name of the Non-Residential Board or its designee, on behalf of all Non-Residential Unit Owners, the Non-Residential Unit or portions thereof offered for sale or lease or surrendered by their owners to the Non-Residential Board;

2.2.2.3(q) Purchasing the Non-Residential Unit or portions thereof at foreclosure or other similar sales, in the name of the Non-Residential Board or its designee, on behalf of all Non-Residential Unit Owners;

2.2.2.3(r) Selling, leasing, subleasing, mortgaging and otherwise dealing with (but not voting the interests appurtenant to) the Non-Residential Unit or portions thereof acquired by, and subleasing the Non-Residential Unit or portions thereof leased by, the Non-Residential Board or its designee, on behalf of all Non-Residential Unit Owners; and

2.2.2.3(s) Operating, maintaining and supervising of all Non-Residential Common Elements.

2.2.3 Any act with respect to a matter determinable by any Board and deemed necessary or desirable by such Board in connection therewith shall be done or performed by such Board or shall be done on its behalf and at its direction by the agents, employees or designees of such Board.

2.2.4 For convenience of operation of the Condominium, any Board may designate another Board to act as its agent with respect to any matters the determination of which is entitled to be made by such designating party and in connection with such designation may execute, acknowledge and deliver any application, instrument or document, including, without limitation, any power of attorney or indemnification from liability that such designated party may require or request.

2.2.5 Any action required or permitted to be taken pursuant to the provisions of these By-Laws or the Declaration by either the Residential Board or the Non-Residential Board (including, without limitation, the billing and collection of Common Charges and Special Assessments, and the enforcement of any obligations of any Unit Owner) may be taken by either the Residential Board or the Non-Residential Board in the name of the Condominium Board which shall, upon request, execute, acknowledge and deliver any and all instruments, documents or applications in connection therewith; provided, however, that the party desiring to take such action shall, subject to the provisions of Section 2.15, indemnify and hold harmless the other and, in the case of action taken by the Non-Residential Board, the Non-Residential Board shall also indemnify and hold harmless the Residential Unit Owners from any expense or liability thereof or therefrom.

2.2.6 The Non-Residential Unit Owners shall provide the Residential Board with thirty (30) days' notice prior to making any penetration between the General Common Elements located between the Non-Residential Section and any property adjoining the Land to effectuate the provisions of any easement granted by the Non-Residential Unit Owners or the Non-Residential Board. However, no such penetration shall be deemed to adversely affect in any way the Residential Section or the use of Residential Units for their permitted purposes and thus shall not require the consent or approval of the Residential Board or the Residential Unit Owners if, in the reasonable judgment of the Non-Residential Unit Owners or the Non-Residential Board, as the case may be, such penetration would not materially weaken the structural soundness of the Building, or a part thereof.

2.2.7 As long as the Declarant or any Declarant-designee shall continue to own at least one (1) Unit, the Board of Managers may not, without the Declarant's or Declarant-

designee's prior written consent, (i) amend the Declaration or the By-Laws so as to in any way adversely affect the Declarant or its designees, or (ii) interfere with: the offer, sale or leasing of Units at the Property; the operations of general or sales or leasing offices at the Property; or actions necessary for renovation, repair or correction at the Property, as required by Declarant.

2.2.8 Notwithstanding any other provision of the Declaration or of these By-Laws, the Non-Residential Unit Owner, if there is, or is deemed to be, only one Non-Residential Unit, is designated by the Non-Residential Board to perform all of the duties, and is empowered with the powers otherwise granted herein to the Non-Residential Board, and in such matters shall act for and on behalf of itself and the Non-Residential Board in the same manner and with the same authority as the Non-Residential Board and, if required, in the name and stead of the Non-Residential Board, in connection with the operation of the Condominium. In so acting, the Non-Residential Unit Owner, if there is, or is deemed to be, only one Non-Residential Unit, and all Persons acting for and on behalf of the Non-Residential Unit Owner in such capacities shall be indemnified to the same extent as the Non-Residential Board and its members and officers are otherwise indemnified hereunder or otherwise, without limitation of any indemnification of such Non-Residential Unit Owner as an Owner.

2.3 Managing Agents and Managers. With respect to matters the determinations concerning which any Board is entitled to make, such Board may employ a managing agent and/or a manager at a compensation established by such Board to perform such duties and services as such Board shall authorize. Each Board may delegate to such managing agent or manager other powers granted to such Board by these By-Laws, except the powers set forth in Subsections 2.2.2.1(b), (e), (g), (h), (m), (n), (o) and (p); 2.2.2.2(b), (e), (f), (o), (p), (q) and (r); 2.2.2.3 (b), (e), (f), (1), (m) and (n). Subject to the limitations set forth in this Section 2.3, the Non-Residential Board, the Condominium Board and the Residential Board may by mutual agreement employ one managing agent and/or manager to jointly act on their respective behalves and the costs of which shall be a General Common Expense, provided, however, that notwithstanding anything to the contrary contained herein, any decision with respect to whether or not to so employ one managing agent or manager shall not be the subject of Arbitration.

2.4 First Boards. The Condominium Board shall initially consist of two (2) persons designated by Declarant to initially comprise the Residential Board and one (1) person designated by Declarant to initially comprise the Non-Residential Board. The various Board members shall be deemed to have been "elected" as members of such Boards for the purposes of these By-Laws. Within 365 days after the date of the First Unit Closing the Residential and Non-Residential Boards will call for the first annual meetings of Residential Unit Owners and Non-Residential Unit Owners for the purpose of electing new Boards in accordance with the provisions of Section 3.1. The terms of each such member of the Residential Board and the Non-Residential Board shall expire annually.

2.5 Resignation and Removal. Any Board member may resign at any time by written notice delivered or sent by certified mail, return receipt requested, to the Board from which such member is resigning. Such resignation shall take effect at the time specified therein

and, unless specifically requested, acceptance of such resignation shall not be necessary to make it effective. Subject to the provisions of Subsection 3.9.3, any Residential Board or Non-Residential Board member may be removed, with or without cause, by a majority vote of Residential Unit Owners or Non-Residential Unit Owners, as the case may be, present in person or by proxy at a regular or special meeting of Residential Unit Owners or Non-Residential Unit Owners, as the case may be, at which a quorum is present. Any Board member whose removal has been proposed shall be given an opportunity to be heard at the meeting. Notwithstanding the above, Residential or Non-Residential Board members designated by Declarant or its designee may only be removed for gross negligence, willful misconduct or fraud by a majority vote of Residential Unit Owners or Non-Residential Unit Owners, as the case may be, present in person or by proxy at a regular or special meeting of Residential Unit Owners or Non-Residential Unit Owners, as the case may be, at which a quorum is present, and replaced as described in Section 2.6. In addition, any member of either Board who is designated as such by Declarant or its designee, may be removed by such designating party at any time, with or without such cause, and the party making such removal shall have the right to designate the replacement for such member.

2.6 Vacancies. Subject to the provisions of Section 3.9.3, any vacancy on the Residential Board or Non-Residential Board for whatever reason shall be filled by the members of the Residential or Non-Residential Board then in office, at a special meeting of such Board held for that purpose promptly after the occurrence of any such vacancy even though the members present at such meeting may constitute less than a quorum, and any person so elected shall be a member of the respective Board until the next annual meeting of the Residential Unit Owners or Non-Residential Unit Owners, as the case may be, when a successor shall be elected for the remainder of the term of the member creating such vacancy. Notwithstanding anything to the contrary contained in these By-Laws, in the case of a vacancy on any Board, created by the resignation, removal or any other cause which results in any Board member designated by Declarant or its designee, ceasing to be a member of any such Board, Declarant or its designee, as the case may be, shall have the sole right to designate a replacement for such member.

2.7 Organizational Meetings of the Residential and Non-Residential Boards. The first meetings of the Residential Board and the Non-Residential Board following each annual meeting of each of the Residential Unit Owners and Non-Residential Unit Owners shall be held immediately following each such annual meeting.

2.8 Regular Meetings of Boards. Regular meetings of the Residential Board and Non-Residential Board may be held at such time and place in the Borough of Manhattan as shall be determined from time to time by a majority of the members thereof, provided that in the case of the Residential Board, at least four such meetings shall be held during each fiscal year. Notice of regular meetings shall be given to each member thereof, by personal delivery, mail, facsimile or email, at least five business days prior to the day named for such meeting.

2.9 Special Meetings of Boards. Special meetings of the Residential Board and the Non-Residential Board may be called by the respective President or Vice President of the Residential Board or Non-Residential Board by giving five business days' prior notice to

each member of such Board by personal delivery, mail, facsimile or e-mail, which notice shall state the time, place (in the Borough of Manhattan) and purpose of the meeting. Special meetings of the Residential Board or of the Non-Residential Board shall be called in like manner and on like notice on the written request of at least two members of the Residential Board or one member of the Non-Residential Board, respectively.

2.10 Resolutions of Boards. The Residential Board and the Non-Residential Board shall each cause to be promptly delivered to the other copies of all resolutions adopted by it except to the extent (a) of matters privileged under applicable Law, (b) relating to the terms of the sale, leasing or subleasing of any Unit or portion of any Unit, other than the nature of the use thereof, and (c) relating to matters not related to the Property.

2.11 Meetings of Condominium Board. No organizational or regular meetings of the Condominium Board shall be held unless otherwise required by applicable Law in which event such required meetings shall be held at such time and place in the Borough of Manhattan as shall be determined by the Condominium Board, provided that notice thereof be given to Board members by personal delivery, mail, facsimile or e-mail at least five business days prior to the day named for such meeting. Special meetings of the Condominium Board may be called by the President of the Residential Board or the President of the Non-Residential Board by giving five business days' prior notice to each member of such Board by personal delivery, mail or telegram, which notice shall state the time, place (which shall be in the Borough of Manhattan) and purpose of the meeting.

2.12 Waiver of Notice. Any Board member may at any time waive notice of any Board meeting in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of a Board at any meeting thereof shall constitute a waiver of notice by him of the time and place thereof. If all the members are present at any meeting of a Board, no notice shall be required and any business may be transacted at such meeting.

2.13 Determinations by Boards; Quorums.

2.13.1 Except as otherwise set forth in Subsection 2.13.4, all determinations by any Board shall be made at a meeting of such Board at which a quorum thereof is present. At any Non-Residential, Condominium, or Residential Board meeting, a majority of the members thereof shall constitute a quorum, and the votes of a majority of such members present shall constitute the decision of such Board.

2.13.2 When the Residential Board and the Non-Residential Board, with each acting in accordance with the provisions of this Article 2, have made the same determination as to any matter which is required or permitted to be determined by the Condominium Board, such determination shall constitute the determination of the Condominium Board. No meeting of the Condominium Board as such shall be necessary for any determination by it to be made. However, in the event any meeting of the Condominium Board is held, a majority of the members of the Condominium Board shall constitute a quorum for the transaction of business and a majority of the votes cast at any meeting at which a quorum is present shall constitute the decision of such Board.

2.13.3 If at any Board meeting there is less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

2.13.4 Members of any Board may participate in a meeting thereof by means of a conference telephone or similar communications equipment by means of which all persons participating in such meeting can hear each other and such participation shall constitute presence at such meeting. Notwithstanding anything to the contrary contained herein, action permitted or required to be taken at a meeting of any Board may be taken without a meeting if all members of such Board consent in writing to the adoption of a Resolution authorizing such action and the writing or writings are filed with the minutes of such Board.

2.14 Compensation. No member of any Board shall receive any compensation for acting as such.

2.15 Liability of Boards and Unit Owners.

2.15.1 To the extent permitted by applicable Law, no member of any Board shall have any personal liability with respect to any contract, act or omission of any Board or of any managing agent or manager in connection with the affairs or operation of the Condominium, the Non-Residential Section, or the Residential Section or any Limited Common Element (except in their capacities as Unit Owners) and the liability of any Unit Owner with respect thereto shall be limited as hereinafter set forth. Every contract made by any Board or by any managing agent or manager thereof shall state that it is made by such Board, managing agent or manager only as agent for all Unit Owners, Residential Unit Owners, or Non-Residential Unit Owners, as the case may be, that such Board members or managing agent or manager shall have no personal liability thereon (except in their capacities as Unit Owners) and shall also state the applicable limitations of liability of Unit Owners provided for in the next sentence. The liability of any Unit Owner with respect to any contract, act or omission with respect to the Condominium or the Residential or Non-Residential Section, as the case may be, or any Limited Common Element shall be limited to such proportionate share of the total liability as the interest of such Unit Owner bears to the aggregate Common Interests of all Unit Owners, Residential Unit Owners, or Non-Residential Unit Owners, as the case may be, and, unless expressly stated to the contrary in such contract (as determined by the relevant Board in its sole and absolute discretion), to the extent permitted by applicable Law, shall be limited to such Unit Owner's interest in such Unit Owner's Unit and such Unit Owner's appurtenant Common Interest so that such Unit Owner shall have no personal liability for such contract, act or omission. Nothing in the preceding sentence shall limit a Unit Owner's liability for the payment of Common Charges. Any such contract or agreement may also provide that it covers the assets, if any, of the Board on whose behalf the contract or agreement is made. Board members shall have no liability to Unit Owners except that a Board member shall be liable to such Unit Owner for such Board Member's own bad faith or willful misconduct. All Unit Owners shall severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify each Condominium Board member and each Residential or

Non-Residential Board member, as the case may be, against any liability or claim except those arising out of such member's own bad faith or willful misconduct. Any Board may contract or effect any transaction with any Board member, any Unit Owner, Declarant, Declarant's designee or any affiliate of any of them without, except in cases of bad faith or willful misconduct, incurring any liability for self-dealing.

2.15.2 No Board or any member thereof shall be liable for either (i) any failure or interruption of any utility or other service to be obtained by, or on behalf of, such 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 such Board or any member thereof or (ii) any injury, loss or damage to any individual or property, occurring in or about either a Unit or any General or Limited Common Element.

2.16 Fidelity Bonds. Each Board shall obtain or ensure maintenance of fidelity bonds or insurance, in amounts deemed appropriate by it, for all of its members, officers and employees and for the managing agent or manager, if any, employed by it and the premiums on such bonds or insurance shall constitute General Common Expenses, Non-Residential Common Expenses, or Residential Common Expenses, as the case may be.

2.17 Committees. Each Board may, subject to such limitations and exceptions as such Board may prescribe, appoint an Executive Committee and such other committees as such Board may deem appropriate, each to consist of as many members as such Board shall deem appropriate for the purpose of making such reports and studies as each such Board deems appropriate. Any Executive Committee of the Condominium Board shall be required to consist of at least one member of the Residential Board and one member of the Non-Residential Board. For so long as Declarant is entitled to designate members to any Board, any committee appointed by any such Board shall have as at least one of its members a member appointed by Declarant.

2.18 Principal Offices of Boards. The principal offices of the Boards shall each be located within the Property or at such other place in the Borough of Manhattan reasonably convenient thereto as may be designated from time to time by such Boards.

2.19 Status of Boards. In addition to the status conferred upon each of the Boards under or pursuant to the provisions of the Condominium Act, each of the Boards shall, to the extent permitted by applicable Law, be deemed to constitute a separate association for all purposes under and pursuant to the provisions of the General Associations Law of the State of New York. In the event of the incorporation of any of the Boards pursuant to the provisions of 2.20, the provisions of this Section 2.19 shall no longer be applicable to such Board.

2.20 Incorporation of Boards. To the extent and in the manner provided in the Condominium Act, each of the Boards may by action of such Board as provided in this Article 2, be incorporated under the applicable statutes of the State of New York. In the event that any Board so incorporates, it shall have, to the extent permitted by applicable Law, the status conferred upon it under such statutes in addition to the status conferred upon such Board under or pursuant to the provisions of the Condominium Act. The

certificate of incorporation and by-laws of any such resulting corporation shall conform as closely as practicable to the provisions of the Declaration and these By-Laws and the provisions of the Declaration and these By-Laws shall control in the event of any inconsistency or conflict between the provisions hereof and the provisions of such certificate of incorporation and by-laws.

2.21 Boards as Agents of Unit Owners. In exercising their respective powers and performing their respective duties under the Declaration and these By-Laws, each Board shall act in good faith as, and shall be, the agent of the Unit Owners such Board represents, subject to and in accordance with the provisions of the Declaration and these By-Laws.

ARTICLE 3

UNIT OWNERS

3.1 Annual Meetings. The first annual meeting of Non-Residential Unit Owners shall be called for a date which is no more than 365 days after the First Unit Closing. Such meeting shall be held not less than 10 days nor more than 40 days after such date. At such meeting, the incumbent Non-Residential Board shall resign and the Commercial Unit Owner and the Community Facility Unit Owner shall elect or designate the Non-Residential Board's two (2) members in accordance with Section 2.1 and as otherwise provided in these By-Laws. Thereafter, annual meetings of Non-Residential Unit Owners shall be held within approximately 30 days of each anniversary of the first annual meeting. At each such annual meeting, the incumbent Non-Residential Board members shall resign and new Board members shall be elected or designated in accordance with Section 2.1 and as otherwise provided in these By-Laws. Within 10 days following each annual meeting, the Non-Residential Board shall elect or designate in accordance with Section 2.1 and these By-Laws two representatives to the Condominium Board. On a date which is no more than 365 days after the First Unit Closing, the Residential Board will also call the first annual meeting of the Residential Unit Owners. Such meetings shall be held not less than 10 days nor more than 40 days after such date. At such meeting, the incumbent Residential Board shall resign and the Residential Unit Owners shall elect (in accordance with the provisions of Section 2.1 and as otherwise provided in these By-Laws) a Residential Board consisting of five (5) members. Thereafter, annual meetings of Residential Unit Owners shall be held within approximately thirty (30) days of each anniversary of the first annual meeting. At such meetings, the incumbent Board members shall resign and the members of the Residential Board shall be elected and there shall also be transacted such other business as may properly come before such meetings. The members of the Residential Board shall also serve as members of the Condominium Board. No joint annual meeting of Residential Unit Owners and the Non-Residential Unit Owners shall be required to be held unless otherwise required by Law, in which event each such joint annual meeting shall be held on the date above specified for the annual meeting of Residential Unit Owners.

3.2 Place of Meetings. Meetings of all or any Unit Owners, Residential Unit Owners or Non-Residential Unit Owners, as the case may be, shall be held at the principal office of the Condominium or the Residential or Non-Residential Section, respectively, or, at such other suitable and convenient place in the Borough of Manhattan, as may be designated by the appropriate Board.

3.3 Special Meetings. The President of the Residential or Non-Residential Board shall call a special meeting of respective Unit Owners, if so directed by resolution of the respective Board or upon a petition signed and presented to the Secretary of the respective Section by Unit Owners holding in the aggregate not less than 25% in Common Interest of all Unit Owners in such Section. The President and the Vice President of the Condominium shall call a special joint meeting of all Unit Owners if so directed by resolution of the Condominium Board or upon a petition signed and presented to the Secretary of the Condominium by Unit Owners holding in the aggregate not less than 25% in Common Interest of Residential Unit Owners or 100% in Common Interest of Non-Residential Unit Owners.

3.4 Notice of Meetings and Actions Taken. Notice of each annual or special meeting shall be given by the appropriate Secretary to all Unit Owners of record entitled to vote thereat. Each such notice shall state the purposes of the meeting and the time and place where it is to be held and no business shall be transacted thereat except as stated in the notice. All notices hereunder shall be given by personal delivery, mail or telegram, at least ten (10) but no more than thirty (30) business days prior to the day named for the meeting and shall be given or sent to the Unit Owners entitled to receive same at their address at the Property or at such other address at the Property or elsewhere as any Unit Owner has designated by notice in writing to the appropriate Secretary at least ten (10) days prior to the giving of notice of the applicable meeting. However, if the business to be conducted at any meeting of the Unit Owners shall include consideration of a proposed amendment to the Declaration or to these By-Laws, the notice of such meeting shall be given to all Unit Owners as provided above at least thirty (30) days prior to the day fixed for such meeting, and such notice shall be accompanied by a copy of the text of such proposed amendment.

3.5 Adjournment of Meetings. If any joint or separate meeting of Unit Owners cannot be held because a quorum is not present, a majority of Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time fixed for the original meeting.

3.6 Order of Business. The order of business at all joint or separate meetings of Unit Owners shall be as follows:

(a) Call to order;

(b) Roll call;

(c) Proof of notice of meeting;

(d) Reading of minutes of preceding meeting;

(e) Reports of officers;

(f) Reports of members of the Board;

(g) Reports of committees;

(h) Election of inspectors of election (when so required);

(i) Election of members of the Board (when so required);

(j) Unfinished business;

(k) New business; and

(l) Adjournment.

3.7 Title to Units. Title to Units may be taken by any individual, corporation, partnership, association, limited liability company, trust or other entity, or any two or more of such owners as joint tenants, tenants in common or tenants by the entirety, as may be appropriate, but not as owners in severalty.

3.8 Voting.

3.8.1 Each Unit Owner or a person designated by such Unit Owner to act as proxy on such Unit Owner's behalf and who need not be a Unit Owner, shall be entitled to cast the votes appurtenant to such Unit as set forth herein and in the Declaration at all meetings of Residential Unit Owners or Non-Residential Unit Owners and at all joint meetings of Unit Owners. The designation of any such proxy shall be made in writing to the Secretary of the appropriate Board and shall be revocable at any time by written notice to such Secretary by the Unit Owner so designating; provided, however, that no designation to act as a proxy shall be effective for a period in excess of six months except a designation of a Permitted Mortgagee to act as the proxy of its mortgagor. A fiduciary shall be the voting member with respect to any Unit owned in a fiduciary capacity. No Board or its designee shall be entitled to vote the interest appurtenant to any Unit owned by such Board and the Common Interest of such Unit shall be excluded from the total Common Interests when computing the interest of Unit Owners for voting purposes.

3.8.2 Except as otherwise set forth herein or in the Declaration, at all meetings of Unit Owners, each Unit Owner (or such Unit Owner's proxy) entitled to vote thereat (including Declarant with respect to Units owned by Declarant or its designee) shall be entitled to cast one vote for each .0001% (rounded off to the nearest .0001%) of Common Interest attributable to such Unit Owner's Unit.

3.8.3 Whenever a particular percentage of Common Interest must be reached for voting purposes and such required percentage is in terms of the Residential Unit Owners, as a group, or the Non-Residential Unit Owners as a group (as opposed to all Unit Owners as a whole), such required percentage shall mean a percentage in terms of total Common

Interests attributable to that particular group and not the percentage of Common Interests attributable to all Unit Owners.

3.9 Election of Board Members; Rights of Declarant.

3.9.1 All elections of Board members shall be determined by plurality vote.

3.9.2 When voting for members of the Residential or Non-Residential Board, respectively, the voting shall be by ballot and each ballot shall state the name of the Unit Owner voting and the percentage of Common Interests owned by such Unit Owner, and in addition, the name of the proxy if such ballot is cast by a proxy. Each Unit Owner shall be entitled to cast the number of votes determined in accordance with Subsection 3.8.2 for each member to be elected by the Unit Owners. Nothing contained in these By-Laws shall be deemed to permit cumulative voting.

3.9.3 Notwithstanding any other provision of this Section 3.9 or any other provision of these By-Laws to the contrary, commencing with the first annual meeting of Residential Unit Owners, Declarant shall have the right to vote all of the Common Interests attributable to Unsold Residential Units owned by it until Declarant has closed title to all of the Unsold Residential Units owned by it so that none of them remain Unsold Units. Declarant shall hold a majority of seats on the Residential Board until the later to occur of (i) five (5) years from the date of the First Unit Closing or (ii) the date upon Declarant shall own Unsold Residential Units having a percent Common Interest in the Residential Section in the aggregate of ten (10%) percent or less (the "Declarant Control Period"). Notwithstanding the foregoing, Declarant may, at its discretion, relinquish voting control of the Residential Board prior to the end of the Declarant Control Period. In addition, even after the later of (i) and (ii), above, for so long as Declarant owns at least one (1) Unsold Residential Unit Declarant shall have the right to designate two (2) members of the Residential Board. After the expiration of the Declarant Control Period, Declarant, including any designee thereof, shall not elect a majority of its nominees for positions on the Board of Managers, even though its total percentage of Common Interest may otherwise enable it to do so and for so long as Declarant owns at least one (1) of the Unsold Residential Units, the number of members of the Residential Board may not be increased without the consent of Declarant.

3.9.4 Notwithstanding the provisions of Section 3.9.3 of these Bylaws, Declarant, as a controlling member of the Board, may exercise veto power over decisions with respect to Common Expenses, other than Common Expenses required to (i) to comply with applicable laws or regulations; (ii) to remedy any notice of violation; or (iii) to remedy any work order by an insurer, for a period ending not more than the earlier of five (5) years after the First Unit Closing or whenever Unsold Units constitute less than twenty-five percent (25%) of the Common Interest.

3.9.5 Notwithstanding any other provision of this Section 3.9 or any other provision of these By-Laws to the contrary, commencing with the first annual meeting of Non-Residential Unit Owners, Declarant shall have the right to vote all of the Common Interests attributable to Unsold Non-Residential Units owned by it until Declarant has

closed title to such Unsold Non-Residential. In addition, Declarant shall hold both seats on the Non-Residential Board until Declarant no longer owns any Unsold Non-Residential Units. Notwithstanding the foregoing, Declarant may, at its discretion, relinquish voting control of the Non-Residential Board prior the transfer of title to both Non-Residential Units.

3.10 Majority of Unit Owners. Except as may otherwise be provided by Law, as used in these By-Laws, the terms "Majority of Residential Unit Owners", "Majority of Non-Residential Unit Owners" and "Majority of Unit Owners" means either those Residential Unit Owners, Non-Residential Unit Owners, or Unit Owners, as the case may be, having more than 50% of the total authorized votes of either Residential Unit Owners, Non-Residential Unit Owners, or all Unit Owners, as the case may be, determined in accordance with the provisions of Section 3.8, who are present in person or by proxy and voting at any meeting at which a quorum is present.

3.11 Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of (a) Residential Unit Owners owning more than 50% of the Common Interests attributable to all Residential Units shall constitute a quorum at all meetings of Residential Unit Owners, (b) Non-Residential Unit Owners owning more than 50% of the Common Interests attributable to all Non-Residential Unit Owners shall constitute a quorum at all meetings of Non-Residential Unit Owners, and (c) Unit Owners owning more than 50% of the Common Interests attributable to all Units shall constitute a quorum at all joint meetings of Unit Owners, except that the Non-Residential Board shall have the absolute right to require an adjournment of such joint meetings for not longer than 30 days unless an emergency exists.

3.12 Majority Vote. Except where otherwise provided by Law, the Declaration or these By-Laws, (a) at all separate meetings of Residential Unit Owners, the affirmative vote of a Majority of Residential Unit Owners shall be binding upon all Residential Unit Owners for all purposes, (b) at all separate meetings of Non-Residential Unit Owners, the affirmative vote of a Majority of Non-Residential Unit Owners shall be binding upon all Non-Residential Unit Owners for all purposes, and (c) at all joint meetings of Unit Owners, the affirmative vote of a Majority of Unit Owners shall be binding upon all Unit Owners for all purposes.

3.13 Determination of Unit Owners. When the Residential Unit Owners and Non-Residential Unit Owners, with each acting separately in accordance with the provisions of this Article 3, have made the same determination as to any matter which is required or permitted to be determined by all Unit Owners, such determination shall constitute the determination of all Unit Owners. No joint meeting of Residential Unit Owners and the Non-Residential Unit Owners shall be necessary for any such determination to be made by all Unit Owners.

ARTICLE 4

OFFICERS

4.1 Designation. The principal officers of the Condominium shall be (a) for the Residential Section, a President, Vice President, Secretary and Treasurer thereof, all of whom shall be elected by the Residential Board, (b) for the Non-Residential Section, a President and Secretary/Treasurer thereof, both of whom shall be elected by the Non-Residential Board, and (c) for the entire Condominium, (i) a President thereof, who shall be the same person serving as President of the Residential Section, (ii) a Vice President and Treasurer thereof, who shall be the same person serving as President of the Non-Residential Section, and (iii) a Secretary thereof, who shall be the same person serving as Secretary of the Residential Section. The Condominium Board, Non-Residential Board and the Residential Board may each appoint an Assistant Treasurer, Assistant Secretary and such other officers as in their judgment may be desirable. Any officer or director of the Residential Section may also be an officer or director of the Non-Residential Section and any officer or director of the Non-Residential Section may also be an officer or director of the Residential Section. None of the officers of the Residential Board, the Non-Residential Board or the Condominium Board need be Unit Owners or have any interest therein or be Board members until the first organizational meeting of the Residential Board after the first annual meeting of Residential Unit Owners. Thereafter, the President and Vice President of the Residential Board must be members of the Residential Board.

4.2 Election of Officers. The officers of the Residential Board and the Non-Residential Board shall be elected annually by the members of the Residential Board and the Non-Residential Board, respectively, at the organizational meetings thereof, except that the initial officers of the Residential Board and the Non-Residential Board shall be elected, respectively, by the initial Residential Board members and the initial Non-Residential Board members and shall hold office at the pleasure of such Boards and until their successors are elected.

4.3 Resignation and Removal of Officers. Any officer may resign at any time by written notice delivered or sent by certified mail, return receipt requested, to the Board which elected such officer. Such resignation shall take effect at the time specified therein and, unless specifically requested, acceptance of such resignation shall not be necessary to make it effective. Upon the affirmative vote of a majority of the members of the Board electing him, any officer may be removed, either with or without cause. A successor officer may be elected at any regular Board meeting or at any special Board meeting called for such purpose.

4.4 Presidents. The President of the Condominium shall be the chief executive officer of the Condominium and shall preside at all joint meetings of Unit Owners and at all meetings of the Condominium Board. The President of the Residential Section shall be the chief executive officer thereof and shall preside at all meetings of the Residential Board and Residential Unit Owners. The President of the Non-Residential Section shall be the chief executive officer thereof and shall preside at all meetings of the Non-Residential

Board and the Non-Residential Unit Owners. Each of said Presidents shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York, including, but not limited to, the power to appoint committees from among Unit Owners or Residential Unit Owners or Non-Residential Unit Owners from time to time as the President decides is appropriate to assist in the conduct of the affairs of the entire Condominium or of the Residential or Non-Residential Section, as the case may be.

4.5 Vice Presidents. Each of the Vice Presidents shall take the place of the President under whom such Vice President serves and perform the duties of the President whenever such President shall be absent or unable to act. If both the President and the Vice President of the Residential Section, the Non-Residential Section, or the Condominium are unable to act, the Board under whom such President and Vice President serves shall appoint some member of such Board to act in the place of such President and Vice President on an interim basis. Each Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board or by the President under whom such Vice President serves.

4.6 Secretaries. The Secretary of the Condominium shall keep the minutes of all joint meetings of Unit Owners and of the Condominium Board. The Secretary of the Residential Section shall keep the minutes of the meetings of the Residential Board and Residential Unit Owners. The Secretary of the Non-Residential Section shall keep the minutes of the meetings of the Non-Residential Board and the Non-Residential Unit Owners. Each of the Secretaries shall have charge of such books and papers as the Board under which such Secretary serves shall direct and shall in general perform all the duties incident to the office of secretary of a stock corporation organized under the Business Corporation Law of the State of New York.

4.7 Treasurers. Each of the Treasurers shall have the care and custody of the funds and securities of the Condominium, the Non-Residential or the Residential Section, as the case may be, 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. Each of the Treasurers shall be responsible for the deposit of all funds and other securities in the name of the Board for which such Treasurer serves (or in the name of the managing agent appointed by such Board) in such depositories as may from time to time be designated by such Board and shall in general perform all of the duties incident to the office of treasurer of a stock corporation organized under the Business Corporation Law of the State of New York.

4.8 Execution of Documents. Unless otherwise delegated by the Board, all agreements, contracts, deeds, leases, checks and other instruments of the Condominium or of the Residential or Non-Residential Section shall be executed by any officer thereof or by such other person or persons as may be designated by the applicable Board. However, any Board can, by resolution, determine that an expenditure in excess of a specified amount by said Board must be countersigned by two members of said Board.

4.9 Compensation of Officers. Except as otherwise provided by the Board for which such officer serves, no officer shall receive any compensation for acting as such.

ARTICLE 5

NOTICES

5.1 Notices. All notices required or desired to be given hereunder to any Board shall be personally delivered or sent by registered or certified mail to the office of such Board or to such other address as such Board may designate from time to time, by notice in writing to the other Board and if there is a managing agent of such Board, a duplicate shall be sent in like manner to such managing agent. All notices to any Residential Unit Owner or Non-Residential Unit Owner shall, except as otherwise provided herein, be personally delivered or sent by registered or certified mail to the Property address of such Residential Unit Owner or Non-Residential Unit Owner or to such other address as may have been designated by such Unit Owner from time to time, in writing, to the Condominium Board and the Non-Residential or Residential Board. All notices to Permitted Mortgagees shall be personally delivered or sent by certified or registered mail to their respective addresses, as designated by them from time to time, in writing to the Condominium Board, Non-Residential Board and the Residential Board. All notices shall be deemed to have been given when personally delivered or mailed in a postage prepaid sealed wrapper, except notices of change of address which shall be deemed to have been given when received.

5.2 Waiver of Service of Notice. Whenever notice is required to be given by Law, the Declaration or these By-Laws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE 6

OPERATION OF THE PROPERTY

6.1 Determination of Common Expenses and Fixing of Common Charges.

6.1.1 Except as otherwise provided herein, all costs and expenses attributable to the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the General Common Elements ("General Common Expenses") shall be determined by the Condominium Board as set forth below, and shall be borne by the Unit Owners. General Common Expenses shall also include all such other items provided for in the Declaration or these By-Laws to be General Common Expenses. General Common Expenses shall also include such amounts as the Condominium Board may deem proper for a general operating reserve or for a reserve for working capital or for replacements with respect to the General Common Elements. The Condominium Board

shall from time to time and at least annually prepare a budget to meet General Common Expenses and shall allocate and assess to the Residential Unit Owners and the Non-Residential Unit Owners, pro rata in accordance with the aggregate respective Common Interests of the Residential Unit Owners and Non-Residential Unit Owners (except as otherwise provided in the Declaration or these By-Laws, or to the extent a different method of allocation is described in Schedule B, Projected Budget for First Year of Condominium Operation ("Schedule B"), as set forth in the Plan, a copy of which is attached hereto and made a part hereof as **Exhibit E**) ("General Common Charges") to meet General Common Expenses. In addition to basing charges on Common Interests, the Condominium Board may also make allocations and assessments of General Common Expenses in accordance with submetering, contract allocations, and usage (both projected and actual) so long as such allocations are reasonable under the circumstances and are in accordance with applicable Law. Notwithstanding anything to the contrary set forth above, the Condominium Board may not modify its method of allocations and assessments or increase the services or number of building employees servicing the Non-Residential Unit in such a manner as would increase the Common Charges otherwise payable by the Non-Residential Unit Owners, without the consent of the Non-Residential Unit Owners. To the extent practicable, the Condominium Board shall allocate costs based upon metered or submetered usage.

6.1.2 Except as otherwise provided herein, all costs and expenses in connection with the repair, maintenance, replacement, restoration and operation of and any alteration, addition or improvement to Residential Common Elements or the Residential Limited Common Elements ("Residential Common Expenses") shall be determined exclusively by the Residential Board and shall be borne solely by the Residential Unit Owners in proportion to their respective Common Interests, except as otherwise provided in the Declaration or in these By-Laws. Notwithstanding anything to the contrary in this Subsection 6.1.2, if a Residential Common Element or Residential Limited Common Element benefits only certain Residential Unit Owners, then the costs of alteration, addition, repair, replacement and restoration thereto (except in connection with a casualty or condemnation) shall be borne solely by those Residential Unit Owners who benefit from the Residential Common Element or Residential Limited Common Element in the proportion that the Common Interest of each benefiting Residential Unit Owner bears to the Common Interest of all benefiting Residential Unit Owners, except as otherwise provided in the Declaration or in these By-Laws. In addition, except as otherwise provided in these By-Laws, such Residential Unit Owners shall be responsible for the normal operation, maintenance and repair, including but not limited to the cost of staff necessary for such operation, maintenance and repair, of any such Residential Common Element or Residential Limited Common Element at their sole cost and expense. Residential Common Expenses shall include, without limitation, such amounts as the Residential Board may deem proper for a general operating reserve or for a reserve for working capital or for replacements with respect to the Residential Common Elements or the Residential Limited Common Elements and the rental or purchase of an apartment to be used as the residence of the Building resident manager and all costs and expenses associated therewith. Residential Common Expenses shall also include all such other items provided for in the Declaration or these By-Laws to be Residential Common Expenses. The Residential Board

shall from time to time and at least annually prepare a budget to meet Residential Common Expenses and shall allocate and assess to the Residential Unit Owners, pro rata in accordance with their respective Residential Common Interests (except as otherwise provided in the Declaration or these By-Laws), charges ("Residential Common Charges") to meet (a) Residential Common Expenses and (b) the Residential Unit Owners' pro rata share of General Common Charges (except as otherwise provided in the Declaration or these By-Laws). From time to time the Residential Board may increase or decrease the amount of Residential Common Charges payable for a fiscal year or any portion thereof to meet a revised estimate or determination of Residential Common Expenses for such fiscal year or any portion thereof. During the Condominium's initial two fiscal years but not thereafter, the Residential Board's authority shall include the right to base the amount of Residential Common Charges on actual costs and expenditures and/or to make retroactive adjustments to the amount of Residential Common Charges payable by Residential Unit Owners for any period to reflect actual operating costs for such period. In addition to basing charges on Common Interests, the Residential Board may also make allocations and assessments of Residential Common Expenses in accordance with submetering, contract allocations and usage (both projected and actual) so long as such allocations are reasonable under the circumstances and are in accordance with applicable provisions of Law. The Residential Board shall advise all Residential Unit Owners promptly in writing of the amount of Residential Common Charges payable by each of them and shall furnish copies of each annual budget to all Residential Unit Owners and Permitted Mortgagees thereof. In the event that the annual receipts collected from Unit Owners during the first year of Condominium operation commencing on the date of First Unit Closing exceed the actual expenses less income from sources other than Unit Owners for that period accounted for on an accrual basis by an amount in excess of $100,000, the receipts from Unit Owners over and above such amount may be rebated to the Unit Owners by the Condominium Board in proportion to each Unit's percentage of Common Interest (except as otherwise provided in the Declaration or in these By-Laws). Rebates, if any, attributable to Units purchased from Declarant during the first year of condominium operation will be distributed by the Condominium Board to Declarant and the Residential Unit Owner(s) in proportion to the amount of time Declarant and each Residential Unit Owner owned such Unit.

6.1.3 Except as otherwise provided herein, all costs and expenses in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, Non-Residential Common Elements ("Non-Residential Common Expenses") shall be determined by the Non-Residential Board and shall be borne solely by the Non-Residential Unit Owners. Notwithstanding anything to the contrary in this Section 6.1.3, if a Non-Residential Common Element benefits only certain Non-Residential Unit Owners, then the Non-Residential Section's costs of alteration, addition, repair, replacement and restoration thereto (except in connection with a casualty or condemnation) shall be borne solely by those Non-Residential Unit Owners who benefit from the Non-Residential Common Element or Limited Common Element in the proportion that the Common Interest of each benefiting Non-Residential Unit Owner bears to the Common Interest of all benefiting Non-Residential Unit Owners. In addition, except as otherwise provided in the By-Laws, such Non-Residential Unit Owners shall be

responsible for the normal operation, maintenance and repair, including but not limited to the cost of staff necessary for such operation, maintenance and repair, of any such Non-Residential Common Element at their sole cost and expense. Non-Residential Common Expenses shall also include such amounts as the Non-Residential Board may deem proper for a general operating reserve or for a reserve for working capital or for replacements with respect to the Non-Residential Common Elements, and such amounts, determined by the Non-Residential Board as may be required for the purchase, lease or sublease by the Non-Residential Board or its designee, corporate or otherwise, on behalf of all Non-Residential Unit Owners, of any portion of a Non-Residential Unit whose owner has elected to sell, lease, transfer or convey such portion of the Unit or which is to be sold at a foreclosure or other sale. Non-Residential Common Expenses shall also include all such other items provided for in the Declaration or these By-Laws to be Non-Residential Common Expenses. The Non-Residential Board shall from time to time and at least annually prepare a budget to meet Non-Residential Common Expenses and shall allocate and assess to the Non-Residential Unit Owners, pro rata in accordance with their respective Common Interests (except as otherwise provided in the Declaration or these By-Laws), charges ("Non-Residential Common Charges") to meet (a) Non-Residential Common Expenses, and (b) the Non-Residential Unit Owners' pro rata share of General Common Charges. Such budgets shall include such amounts for reserves as the Non-Residential Board deems appropriate. In addition to basing charges on Common Interests, the Non-Residential Board may also make allocations and assessments of Non-Residential Common Expenses in accordance with sub-metering, contract allocations and usage (both projected and actual) so long as such allocations are reasonable under the circumstances and are in accordance with applicable provisions of Law. The Non-Residential Board shall advise all Non-Residential Unit Owners promptly in writing of the amount of Non-Residential Common Charges payable by each of them and shall furnish copies of each budget on which such Non-Residential Common Charges are based to all Non-Residential Unit Owners and Permitted Mortgagees thereof.

6.1.4 The excess of all rents, profits and revenues derived from the rental or use of any space or facility forming part of or included in any General Common Element remaining after the deduction of any non-capital expenses paid or incurred in connection therewith shall be collected by the Condominium Board as agent for and on behalf of the Unit Owners, or forming a part of or included in any Residential or Non-Residential Common Element remaining after the deduction of any non-capital expenses paid or incurred in connection therewith shall be collected by (i) the Residential Board if a Residential Common Element is involved, as agent for and on behalf of the Residential Unit Owners or (ii) the Non-Residential Board if a Non-Residential Common Element is involved, as agent for and on behalf of the Non-Residential Unit Owners. Notwithstanding any provision contained in these By-Laws or in the Declaration to the contrary, in no event shall any rent, profit or revenue derived from the rental or use of any space in the Building be deemed to be derived from the rental or use of any floor slabs, ceilings or walls delineating or enclosing such space or the incidental use of any portion of any Common Elements appurtenant to such space.

6.1.5 Common Expenses shall include real estate taxes and other taxes and assessments on the Property until the Units are separately assessed.

6.1.6 Notwithstanding anything to the contrary herein, no part of the net earnings of the Condominium may inure (other than by acquiring, constructing, or providing management, maintenance, and care of association property, and other than by a rebate of excess membership dues, fees, or assessments) to the benefit of any Unit Owner or individual.

6.1.7 The Board shall have the right, subject in all respects to the provisions of Section 2.2.7 hereof, to levy Special Assessments to meet Common Expenses. All Special Assessments relative to the Common Elements shall be levied against all Unit Owners in proportion to their respective Common Interests (except as otherwise provided in the Declaration or in these By-Laws). Special Assessments may be payable either in one lump sum or in installments, as the Board shall determine; provided, however, that the Board shall give each Unit Owner not less than thirty (30) 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 Board shall have all rights and remedies for the collection of Special Assessments as are provided herein for the collection of Common Charges.

6.1.8 In accordance with Section 339-m of the Condominium Act, Common Expenses may be specially allocated and apportioned based on special or exclusive use or availability or exclusive control of particular Units or Common Elements. In the case of the 421-a Affordable Units, the Common Expenses charged to the 421-a Affordable Unit Owner may be less than the Common Expenses charged to the Unit Owners. Common Expenses may be charged to the 421-a Affordable Unit Owner in a manner that (i) is not proportional to the respective Common Interests of such Unit Owner, (ii) limits the amount charged to such Unit Owner, or (iii) limits the rate at which the amount charged to such Unit Owner may increase.

6.2 Insurance.

6.2.1 The Condominium Board shall be required to obtain and maintain to the extent obtainable the following insurance: (a) fire insurance with all risk extended coverage, vandalism and malicious mischief endorsements and increased cost of construction endorsements, insuring the entire Building, together with all service machinery contained therein and covering the interests of the Condominium, each of the Boards and all Unit Owners and their Permitted Mortgagees, as their respective interests may appear, in an amount equal to the full replacement value of the Building (exclusive of foundation and footings), said policies shall contain a New York standard mortgagee clause in favor of each Permitted Mortgagee which shall provide that the loss, if any, thereunder shall be payable to such Permitted Mortgagee as its interest may appear, subject however, to the loss payment provisions hereinafter set forth; (b) rent insurance in an amount equal to Common Charges for one year; (c) worker's compensation and New York State disability benefits insurance; (d) boiler and machinery insurance; (e) plate glass insurance to the extent, if any, determined by the Condominium Board; (f) water damage

insurance to the extent, if any, determined by the Condominium Board; (g) elevator liability and collision insurance; (h) fidelity insurance covering all Boards and all officers, directors, managing agents and employees of the Condominium, the Residential Section, and the Non-Residential Section; (i) directors and officers liability insurance; and (j) such other insurance as the Condominium Board may determine. For so long as the Unsold Residential Units and Non-Residential Unit are owned by Declarant, the Condominium Board shall also maintain war risk insurance, to the extent obtainable from the United States of America or any agency thereof at reasonable rates, flood insurance and insurance against loss or damages from leakage of sprinkler systems, steam boilers, air conditioning equipment, pressure vessels or similar apparatus or such other insurance as may be required by any Permitted Mortgagee holding a mortgage on the Unsold Units. The premiums for all insurance referred to above and for the liability insurance referred to below shall be a General Common Expense and shall be borne by the Residential Unit Owners and the Non-Residential Unit Owners in such proportions between them, with due consideration to their respective risks, liabilities and replacement values, as are equitable (as determined by the respective insurance carriers thereof or their agents, brokers or other such parties designated by the Condominium Board). If any such insurance carrier, agent, broker or other party fails to make such determination and the Residential Board and the Non-Residential Board fail to agree on a determination or if either disagrees with any such determination made by such insurance carrier, agent, broker or other party or if there is any other dispute under this Subsection 6.2.1, the matter shall be determined by Arbitration.

6.2.2 All such policies shall provide that adjustment of loss shall be made exclusively by (a) the Residential Board if the loss involves only the Residential Section, (b) the Non-Residential Board if the loss involves only the Non-Residential Section, (c) the Condominium Board if the loss involves both the Residential Section and the Non-Residential Section, or the General Common Elements. Insurance proceeds with respect to any loss shall be payable to the Board entitled to adjust such loss, as aforesaid, except that the proceeds of all policies of physical damage insurance, if in excess of $1,000,000, shall be payable to a New York City bank or trust company designated by the Condominium Board as Insurance Trustee (as hereinafter defined) pursuant to the provisions of Section 12.5. Any dispute between or among the Boards under this Subsection 6.2.2 shall be determined by Arbitration.

6.2.3 All policies of physical damage insurance shall contain, to the extent obtainable, waivers of subrogation and waivers of any defense based on (i) co-insurance, (ii) other insurance, (iii) invalidity arising from any acts of the insured, or (iv) pro rata reduction of liability, and shall provide that such policies may not be canceled or substantially modified without at least ten days' prior written notice to all of the insureds, including all Unit Owners and Permitted Mortgagees. The Condominium Board shall provide copies of insurance certificates to any Permitted Mortgagee upon request. Further, all Permitted Mortgagees shall be notified in writing within ten (10) days of the lapse of any insurance policy maintained by the Board of Managers.

6.2.4 The Condominium Board shall also be required to obtain and maintain, comprehensive general liability insurance against claims for personal injury, death or

property damage occurring upon, in or about the Property, in such limits as such Board may from time to time determine, covering (i) each Board, the managing agent or agents thereof, each Board member, and each officer and employee of the Condominium and Residential and Non-Residential Section, (ii) the Non-Residential Unit Owners, and its managing agent or agents, (iii) Declarant and its members and the officers of its members, and (iv) Residential Unit Owner, except that such policy will not cover liability of a Residential Unit Owner arising from occurrences within such Residential Unit Owner's own Unit or within the Limited Common Elements, if any, appurtenant to such Residential Unit Owner's Unit. The Condominium Board shall review such limits once each year. The insurance required in accordance with this Subsection 6.2.4 shall also cover cross-liability claims of one insured against another.

6.2.5 Any insurance maintained by the Condominium Board may provide for such deductible amounts as such Board determines.

6.2.6 The Condominium Board is not required to obtain or maintain any insurance with respect to any personal property contained in a Unit. A Unit Owner shall, at the Unit Owner's own cost and expense, obtain and keep in full force and effect (a) comprehensive personal liability insurance against any and all claims for personal injury, death or property damage (including, but not limited to, loss due to water damage) occurring in, upon, or from the Unit or any part thereof, with minimum combined single limits of liability of $500,000 for bodily injury or death arising out of any one occurrence including $500,000 for damage to property and (b) tenant's "all-risk" property insurance in respect of property damage occurring in, upon, or from the apartment or any part thereof (including, but not limited to appropriate coverage for additions, alterations improvements and betterments and loss due to water damage). The limits of liability set forth in (a) and (b) above may be increased by the Condominium Board from time to time. The insurance required above shall be written in form reasonably satisfactory to the Condominium Board by good and solvent insurance companies of recognized standing, admitted to do business in the State of New York. Upon ten (10) days' written notice from the Condominium Board or the Managing Agent, the Unit Owner shall deliver to the Condominium Board a duplicate original of the aforesaid policies, certificates evidencing such insurance or such other confirmation satisfactory to the Condominium Board. To the extent either party is insured for loss or damage to property, each party will look to their own insurance policies for recovery.

6.3 Repair or Reconstruction after Fire or Other Casualty.

6.3.1 In the event that the Building or any part thereof is damaged or destroyed by fire or other casualty (unless 75% or more of the Building is destroyed or substantially damaged and 75% of all Unit Owners, as well as Permitted Mortgagees which represent at least 51% of the Units encumbered by a Permitted Mortgage, in number and Common Interest, affirmatively resolve not to proceed with repair or restoration), the Residential Board with respect to any damage to or destruction of the Residential Section, the Non-Residential Board with respect to any damage to or destruction of the Non-Residential Section, and the Condominium Board with respect to any damage to or destruction of the General Common Elements, will arrange for the prompt repair and restoration thereof and

the applicable Board or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. If only the Non-Residential Section (including the Non-Residential Common Elements) is destroyed or damaged by fire or other casualty and if the net insurance proceeds are less than sufficient to cover, or exceed, the cost of repairs and restoration, the Non-Residential Unit Owners, in proportion to their respective Common Interests, will bear the entire amount of the deficit as a Non-Residential Common Expense, or shall receive all of the surplus, as the case may be. Similarly, if only the Residential Section (including the Residential Units, Residential Common Elements and/or the Residential Limited Common Elements) is damaged or destroyed by fire or other casualty and the insurance proceeds are less than sufficient to cover, or exceed, the cost of repairs and restoration, the deficit or surplus, as the case may be, will be borne as a Residential Common Expense or profit, respectively, and shared entirely by all Residential Unit Owners in proportion to their respective Common Interests (except as otherwise provided in the Declaration or in these By-Laws). If said damage or destruction by fire or other casualty affects the Non-Residential Section, the Residential Section and the General Common Elements, or any combination of two thereof, then any deficit or surplus in insurance proceeds shall be borne or shared by all Unit Owners in proportion to their respective Common Interests in the proportion that the cost of repairing the damage or destruction to the Residential Section, Non-Residential Section and General Common Elements, as the case may be, bears to the total cost of repairing all damage or destruction. However, the Non-Residential Board shall still have the right to make all arrangements for the prompt repair and restoration of the Non-Residential Unit to the extent they are affected by such damage or destruction (except as otherwise provided in the Declaration or in these By-Laws). If said damage or destruction, however, affects only the General Common Elements, then any deficit or surplus in insurance proceeds shall be borne as a General Common Expense or profit, respectively, as provided in 6.1.1 or shared by all Unit Owners in proportion to their Common Interests (except as otherwise provided in the Declaration or in these By-Laws). Any surplus payable to any Unit Owner pursuant to this Subsection 6.3.1 shall be lessened by such amounts as may be required to reduce unpaid liens (other than mortgages which are not Permitted Mortgages) on any such Unit in the order or priority of such liens.

6.3.2 Unless the Unit Owners and Permitted Mortgagees have elected not to restore the Building as provided in Subsection 6.3.3., damage or destruction to a Unit or a Limited Common Element as a result of fire or other casualty shall be promptly repaired and reconstructed by the Owner of the affected Unit(s) where such repair or reconstruction does not involve the Common Elements for which the repair or reconstruction is the obligation of the Condominium Board, the Residential Board or the Non-Residential Board as provided in Subsection 6.3.1. If a Unit Owner fails to repair or reconstruct such Unit Owner's Unit, the Board of Managers may cause the Unit to be repaired or reconstructed and the costs incurred in connection therewith shall be a charged to the defaulting Unit Owner as a Special Assessment.

6.3.3 If 75% or more of the Building is destroyed or substantially damaged and if 75% of all Unit Owners, as well as Permitted Mortgagees which represent at least 51%, in

number and Common Interest of Units encumbered by a Permitted Mortgage, affirmatively resolve not 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 (except as otherwise provided in the Declaration or in these By-Laws; provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of such Unit Owner's share of such funds, such amounts as may be necessary to discharge or reduce all unpaid liens on such Unit Owner's Unit (other than mortgages which are not Permitted Mortgages) in the order of the priority of such liens. As used in this Section 6.3, the words "promptly repaired and reconstructed" mean resolve as promptly as practical under the circumstances but in any event, not more than 60 days from the date of such damage or destruction.

6.3.4 Any dispute between or among any Boards arising under this Section 6.3 shall be determined by Arbitration.

6.3.5 In the event that a material portion of the Building or a Unit which secures a Permitted Mortgage is damaged or destroyed by fire or other casualty, the Board shall send notice to such affected Permitted Mortgagee (if the Board has been given the name and address of such Permitted Mortgagee) within thirty (30) days from the day that such damage or destruction occurred.

6.4 Payment of Common Charges.

6.4.1 The Residential Unit Owners and the Non-Residential Unit Owners shall be obligated to pay to the Condominium Board the General Common Charges assessed to them by the Condominium Board pursuant to the provisions of Section 6.1 at such time or times as the Condominium Board determines. All Residential Unit Owners and Non-Residential Unit Owners shall be obligated to pay Residential or Non-Residential Common Charges, as the case may be, assessed by the Residential and Non-Residential Boards pursuant to the provisions of Section 6 at such time or times as such Boards determine. The Boards may jointly determine to cause the Condominium Board to act as their respective agent to collect Residential Common Charges and Non-Residential Common Charges as applicable. Unless otherwise determined by the Board to which they are payable, Common Charges shall be payable monthly, in advance, on the first day of each month.

6.4.2 No Unit Owner shall be liable for the payment of any part of the Common Charges assessed against such Unit Owner's Unit subsequent to a sale or other conveyance by him (made in accordance with these By-Laws) of such Unit together with its appurtenant Common Interests. Any Unit Owner may, subject to the terms and conditions of these By-Laws and provided that (a) such Unit is free and clear of liens and encumbrances other than Permitted Mortgages and the statutory lien for unpaid Common Charges which have become due and payable, and (b) no violation of any provision of the Declaration, these By-Laws or the Rules and Regulations then exists with respect to such Unit, convey for no consideration such Unit together with its appurtenant Common Interests, to the Residential or Non-Residential Board or the Condominium Board or their

designees, corporate or otherwise, and in such event (except as hereinafter set forth), be exempt from Residential or Non-Residential Common Charges or General Common Charges, as the case may be, thereafter accruing. A purchaser of a Unit shall be liable for the payment of Common Charges accrued and unpaid against such Unit prior to the acquisition by him of such Unit, except that, to the extent permitted by Law, a Permitted Mortgagee who purchases a Unit at a foreclosure sale of a Permitted Mortgage shall not be liable for, and such Unit shall not be subject to, a lien for the payment of more than six (6) months of unpaid Common Charges accrued and unpaid against such Unit prior to the acquisition by said purchaser of such Unit. However, in the event of a foreclosure sale of a Unit by a Permitted Mortgagee, the owner of such Unit prior to the foreclosure sale shall remain liable for the payment of all unpaid Common Charges which accrued prior to such sale. Except to the extent prohibited by Law, the Residential Board, on behalf of all Residential Unit Owners, shall have a lien on each Residential Unit for unpaid Residential Common Charges, together with interest thereon, assessed against such Unit. Except to the extent prohibited by Law, the Non-Residential Board, on behalf of all Non-Residential Unit Owners, shall have a lien on each Non-Residential Unit for unpaid Non-Residential Common Charges, together with interest thereon, assessed against such Unit. In addition, except to the extent prohibited by Law, the Condominium Board, on behalf of all Unit Owners, shall have a lien for General Common Charges unpaid to it by (i) the Residential Unit Owners, together with interest thereon, on all Residential Units, in proportion to their respective Common Interests, and (ii) the Non-Residential Unit Owners, together with interest thereon, on the Non-Residential Unit, in proportion to their respective Common Interests.

6.4.3 All liens provided for in Subsection 6.4.2, to the extent permitted by applicable Law, shall be subordinate to the lien of any first Permitted Mortgage of record and to liens for real estate taxes on the Unit.

6.4.4 Notwithstanding Subsection 6.4.2, neither the seller nor the purchaser of a Residential Unit shall be liable for, nor shall the Residential Unit be conveyed subject to a lien for, any unpaid Common Charges against such Residential Unit accrued prior to such conveyance in excess of the amount set forth in a written statement from the Residential Board.

6.4.5 In the event that prior to the Units being separately assessed for real estate tax purposes, a Board pays real estate taxes on behalf of a Unit Owner, the amount of such real estate taxes shall be deemed to be Common Charges, and such Board shall have a lien (as provided in Subsection 6.4.2) for any such accrued and unpaid amounts.

6.5 Collection of Common Charges. Each Board shall take prompt action to collect any Common Charges due to such Board which remain unpaid for more than thirty days after the due date for payment thereof. In the event that any Board fails to take such action, another Board in its own name, or, if necessary, in the name of the Board to which such charges are due, may take any action for the collection of such charges which the Board to which such charges are due may have taken, including, without limitation, the institution of such actions and the recovery of interest and expenses as provided in this Article 6.

6.6 Default in Payment of Common Charges. In the event that a Unit Owner is delinquent in the payment of Common Charges, or any other assessment or charges levied by the Board for sixty (60) days or more, the Board shall promptly notify the Unit Owner's Permitted Mortgagee of such delinquency in writing. In the event any Unit Owner fails to make payment of Common Charges when due, such Unit Owner shall be obligated to pay (a) a "late charge" equal to the greater of $150.00 or one (1%) percent of such amounts which remain unpaid for more than ten days from their due date (although nothing herein shall be deemed to extend the period within which such amounts are to be paid), and (b) interest at the rate of 1.5% per month (but in no event in excess of the maximum rate permitted by Law) on such unpaid amounts computed from the due date, thereof, together with all costs and expenses, including, without limitation, attorneys' fees paid or incurred by any Board or by any managing agent in any proceeding brought to collect such unpaid Common Charges or in any action to foreclose the lien on such Unit arising from said unpaid Common Charges as provided in Section 339-z of the New York Condominium Act, in the manner provided in Section 339-aa thereof or in any other manner permitted by Law. All such "late charges", interest, costs and expenses shall be added to and shall constitute Common Charges payable by such Unit Owner. Notwithstanding the foregoing, each Board may establish its own alternate fees or interest rate for late payments, whether such fees or interest rate are more or less than the charges set forth herein.

6.7 Foreclosure of Liens for Unpaid Common Charges. In any action brought by any Board to foreclose a lien on a Unit because of unpaid Common Charges, the Unit Owner of such Unit shall be required to pay a reasonable rental for the use and occupancy of such Unit Owner's Unit and the plaintiff in such foreclosure action shall be entitled to the appointment, without notice, of a receiver to collect the same. The Board, acting on behalf of all Unit Owners represented by such Board, shall have the power to purchase any such foreclosed Unit, and to acquire, hold, lease, mortgage, convey or otherwise deal with such Unit or portion thereof (but not to vote the votes appurtenant to such Unit or portion thereof). A suit to recover a money judgment for unpaid Common Charges shall be maintainable without foreclosing or waiving the lien securing such charges. In the event the net proceeds received on such foreclosure sale (after deduction of all legal fees, advertising costs, brokerage commissions and other costs and expenses incurred in connection therewith) are insufficient to satisfy the defaulting Unit Owner's obligations, such Unit Owner shall remain liable for the deficit. Notwithstanding anything to the contrary set forth above, the Condominium Board, the Residential Board and the Non-Residential Board, at the request of Declarant or a Non-Residential Unit Owner, will enter into a non-disturbance agreement with any tenant with which Declarant or a Non-Residential Unit Owner has entered into a lease for any of the Non-Residential Unit. Under the terms of the non-disturbance agreement, the tenant will acknowledge that the lease is subject and subordinate to the Declaration and the Boards will agree that so long as there is no event of default under said lease, as would entitle the Declarant, the Non-Residential Unit Owners or any successor landlord under the lease to terminate the lease or dispossess the tenant thereunder, the tenant shall not be named or joined in any action or proceeding to foreclose the Board's lien on a Non-Residential Unit for Common Charges or any other sums of any sort, and the Boards shall agree that the lease shall not be terminated nor shall the tenant's use, possession, or enjoyment of the Non-Residential Unit in question be

interfered with, nor shall the leasehold estate granted by the lease be affected in any manner, nor shall any of the rights of the tenant granted under the lease be affected in any manner, in any foreclosure or other action or proceeding instituted under or in connection with such lien or in the exercise of any rights of the Boards, or, in case any Board takes possession of the Non-Residential Unit pursuant to any provision of the Declaration or By-Laws, or otherwise; provided however that if any Board or any other party succeeds to the interests of the Declarant or Non-Residential Unit Owner under the lease the tenant will agree to be bound to such Board or party under all of the terms, covenants and conditions of the lease and the tenant will attorn to such Board or party as its landlord.

6.8 Statement of Common Charges. Each Board shall promptly provide the other Boards and any Unit Owner who so requests, with a written statement of all unpaid Common Charges due to it from Unit Owners.

6.9 Maintenance and Repairs.

6.9.1 Except as otherwise provided in the Declaration or these By-Laws, all painting, decorating, maintenance, repairs and replacements, whether structural or nonstructural, ordinary or extraordinary, (a) in or to any Unit (excluding Common Elements included therein except as otherwise provided in these By-Laws) shall be made by the owner of such Unit at such Unit Owner's sole cost and expense, and shall conform to standards established by the Board of Managers, (b) in or to the General Common Elements shall be made by the Condominium Board and, except as otherwise provided herein, the cost and expense thereof shall be charged to the Residential Unit Owners and the Non-Residential Unit Owners as a General Common Expense, (c) in or to the Residential Common Elements or the Residential Limited Common Elements shall be made by the Residential Board and, except as otherwise provided herein, the cost and expense thereof shall be charged to all Residential Unit Owners as a Residential Common Expense, (d) in or to the Non-Residential Common Elements shall be made by the Non-Residential Board and, except as otherwise provided herein, the cost and expense thereof shall be charged to all Non-Residential Unit Owners as a Non-Residential Common Expense.

6.9.1.1 Notwithstanding that operational windows (including frames) located in Residential Units are Residential Common Elements, in the event that one or more such windows and/or window frames is damaged the Residential Board shall repair or replace such window and/or window frame and the cost of such repair or replacement shall be borne by such Residential Unit Owner. It shall be the responsibility of the Residential Board to ensure that replacement Residential Unit windows contain safety "stops" designed specifically to prevent a child from falling out of the window.

6.9.2 Notwithstanding the provisions of Subsection 6.9.1:

6.9.2.1 In the event that any painting, decorating, maintenance, repairs or replacements to the Property or any part thereof is necessitated by the negligence, misuse or neglect of (a) any Unit Owner or any guest, agent, licensee, tenant or

invitee of a Unit Owner, the entire cost thereof shall be borne by such Unit Owner, (b) the Condominium Board, the entire cost thereof shall be charged to the Residential Unit Owners and the Non-Residential Unit Owners as a General Common Expense, (c) the Non-Residential Board, the entire cost thereof shall be charged to all Non-Residential Unit Owners as a Non-Residential Common Expense, or (d) the Residential Board, the entire cost thereof shall be charged to all Residential Unit Owners as a Residential Common Expense, except in all such cases to the extent such cost is covered by the proceeds of any insurance maintained pursuant to the provisions hereof.

6.9.2.2 The interior and exterior glass surfaces of all windows located in any Residential Unit shall not be colored or painted and no neon or colored lights may emanate therefrom and neither the windows, window frames nor mullions may be modified, altered or replaced without the consent of the Residential Board.

6.9.2.3 Residential Unit Owners with a terrace appurtenant to their Residential Unit shall be responsible for all normal maintenance of such terrace at such Residential Unit Owner's sole cost and expense. The repair and replacement of the exterior surface of such terrace (e.g., pavers) shall be performed by the Residential Board and charged to the Residential Unit Owner. However, any structural or extraordinary repairs (non-recurring repair which requires more than the usual annual expense for ordinary wear) or replacements to such terrace (including any leaks which are not caused by the negligence of the Residential Unit Owner having access to the same) shall be made by the Residential Board and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense. Residential Unit Owners with a balcony appurtenant to their Residential Units shall be responsible for all normal maintenance of such balcony at the Residential Unit Owner's sole cost and expense. Structural and nonstructural repairs and replacements to any balcony shall be made by the Residential Board, at the Residential Board's discretion, and charged to such Residential Unit Owner. The Residential Board may require a Residential Unit Owner to remove plants and other installations placed on terraces or balconies by said Residential Unit Owners if the Residential Board determines, in its reasonable discretion, that such plants and other installations adversely affect the integrity of the terraces or balconies or any part of the Building appurtenant thereto. Further, the Residential Board may direct a Residential Unit Owner to remove all personal items from a terrace or balcony for maintenance, repairs and replacements thereto. The Residential Board may establish such other rules and regulations it deems necessary to protect the Residential Common Elements and the Residential Units and the Condominium Board may establish such rules and regulations as it deems necessary to protect the health and safety of the occupants.

6.9.2.4 The exterior surface of all windows in the Residential Section if so determined by the Residential Board, shall be washed and cleaned by such Board and the cost and expense thereof shall be a Residential Common Expense. Otherwise, the exterior of all windows in the Residential Section shall be washed or

cleaned at the cost and expense of the Residential Unit Owner. The interior glass surfaces of all windows located in any Unit and the exterior glass surfaces of all windows located in the Non-Residential Unit shall be washed and cleaned by the Non-Residential Unit Owner or occupant thereof at such Non-Residential Unit Owner's sole cost and expense. No Unit Owner or occupant shall clean or permit to be cleaned any window or require, permit or allow it to be cleaned, from the outside, in violation of Section 202 of the Labor Law of the State of New York, or any future Law of like import, or (if applicable) in violation of the rules of the Board of Standards and Appeals of the City of New York or any other governmental authority having jurisdiction over the Land or the Building. Each Unit Owner shall indemnify the Condominium Board and the other Unit Owners, and their respect agents and employees, for all losses, damages, or fines suffered by any of them as a result of a violation of the aforesaid, Laws, ordinances, regulations or rules.

6.9.2.5 The exterior of all front doors of Residential Units shall not be painted or decorated other than with the consent of the Residential Board.

6.9.2.6 Any repairs or maintenance work performed with respect to the individual HVAC units in each Residential Unit shall only be performed by a company or individual previously approved by the Residential Board.

6.9.2.7 Except as otherwise provided in Section 9.4 of the Declaration, routine maintenance and repair of the vault space in the Cellar shall be the obligation of the Non-Residential Unit Owners having the exclusive use thereof. The costs of any structural repairs, including repairs to the foundations or retaining walls adjacent to the vaults and the closing of the vaults, shall be performed by the Condominium Board and the cost therefor shall be a General Common Expense.

6.9.2.8 It shall be the obligation of the Condominium Board to clean the sidewalks surrounding the Building and to remove the snow therefrom, and to maintain, repair and replace the sidewalks per the requirements of applicable Law. The cost of maintaining, repairing and replacing the sidewalks shall be a General Common Expense. Notwithstanding the foregoing, (i) the cost of cleaning the sidewalks adjacent to the Non-Residential Units shall be borne by the Non-Residential Unit Owners as a Non-Residential Common Expense and (ii) the cost of cleaning the sidewalks adjacent to the entrances to the Residential Section shall be borne by the Residential Unit Owners as a Residential Common Expense.

6.9.3 Each Unit and all portions of the Common Elements shall be kept in first-class condition (and with respect to any terrace, roof or other part of the Property exposed to the elements, free of snow, ice and accumulation of water) by the Unit Owner or Board, whichever is responsible for the maintenance thereof as set forth herein, and such Unit Owner or Board, as the case may be, shall promptly make or perform, or cause to be made or performed, all maintenance work, repairs and replacements necessary in connection therewith. In addition, the public areas of the Building and the Common Elements shall be kept in good, clean and neat appearance, m conformity with the dignity and character of

the Building, by (a) each Board with respect to such parts of the Building required to be maintained by it, and (b) each Residential Unit Owner with respect to the windows and shades, Venetian or other blinds, drapes, curtains or other window decorations in or appurtenant to such Unit Owner's Unit. Nothing contained herein shall be deemed to limit, in any way, the Non-Residential Unit Owners with respect to window treatments or entranceways into such Units or the use of windows and shades, Venetian or other blinds, drapes, curtains or other window decorations in their respective Non-Residential Unit.

6.9.4 Notwithstanding anything to the contrary set forth in this Declaration or the By-Laws, the Condominium Board shall not, without the consent of the Declarant and the Non-Residential Unit Owners, decrease the level of services available to the Non-Residential Unit as of the date of the filing of the Declaration, including, but not limited to, heat and cooling which shall be made available to the Non-Residential Unit 365 days a year (or 366 in a leap year), 24 hours a day.

6.9.5 In the event of an "emergency" (i.e., a condition requiring repair or replacement immediately necessary for the preservation or safety of the Building or for the safety of occupants of the Building or other persons, or required to avoid the suspension of any necessary service in the Building) (i) affecting the Residential Section, Non-Residential Section employees will assist Residential Section employees, and (ii) affecting the Non-Residential Section, Residential Section employees will assist Non-Residential Section employees and the costs thereof shall be appropriately allocated to the Section receiving the benefit of such assistance.

6.10 Violations of Maintenance Obligations.

6.10.1 In the event that any Residential Unit Owner fails to perform any of its obligations with respect to the painting, decorating, maintenance, repair or replacement of its Unit as provided in this Article 6 or of any Limited Common Element for which such Unit Owner is responsible under the Declaration or these By-Laws, the Residential Board may, but shall not be obligated to, perform or cause to be performed such painting, decorating, maintenance, repair or replacement unless such Residential Unit Owner, within thirty (30) days after receiving notice of such default from the Residential Board (or sooner, and without the need to give notice, in the case of emergency), 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 by the Residential Board, together with 10% for overhead and interest thereon at the rate of 2% per month from the date on which such Board first incurs any cost or expense (but in no event in excess of the maximum rate permitted by Law), shall be immediately payable by such Residential Unit Owner to such Board and shall, for all purposes hereunder, constitute Common Charges payable by such Residential Unit Owner.

6.10.2 In the event that any Non-Residential Unit Owner fails or neglects in any way to perform any obligation with respect to the maintenance, repair or replacement of such Unit Owner's portion of the Non-Residential Unit, the Non-Residential Board may,

but shall not be obligated to, perform or cause to be performed any such painting, decorating, maintenance, repair or replacement provided that (a) the Non-Residential Board gives the Non-Residential Unit Owner written notice that such repair or replacement is necessary (except in the case of an emergency, in which case no notice shall be required) and that the Non-Residential Board will complete such repair or replacement in the event the Non-Residential Unit Owner does not promptly act or complete the repair or replacement, and (b) the Non-Residential Unit Owner, within thirty (30) days after receiving such notice, fails to cure its default, or in the case of a default not reasonably susceptible to cure within such period, fails to commence and to thereafter prosecute to completion, with due diligence, the curing of such default. All sums expended and all costs and expenses incurred in connection with the making of any such painting, decorating, maintenance, repair or replacement by the Non-Residential Board, together with 10% for overhead, interest thereon at the rate of 2% per month from the date on which the Non-Residential Board first incurs any cost or expense (but in no event in excess of the maximum rate permitted by Law) shall be payable by such Non-Residential Unit Owner to the Non-Residential Board and shall, for all purposes hereunder, constitute Non-Residential Common Charges payable by such Non-Residential Unit Owner. The Non-Residential Board shall have the right, in the event that the Non-Residential Unit Owner disputes the amount of such payment or whether the Non-Residential Unit Owner is obligated to pay the same, to submit such dispute to Arbitration. The Non-Residential Unit Owner shall pay the cost of such repair or replacement only after a determination by Arbitration (or by a court) to the effect that (i) the repair or replacement was required to be performed by the Non-Residential Unit Owner, (ii) the Non-Residential Unit Owner failed to perform such repair or replacement, and (iii) the cost of such repair or replacement by the Non-Residential Board was reasonable. Any repair or replacement performed by the Non-Residential Board in accordance with the terms of this Subsection 6.10.2 shall be its sole responsibility with respect to the quality of such repair or replacement and the proper completion thereof. The Non-Residential Board shall indemnify the Non-Residential Unit Owner and hold it harmless from and against any claims, costs, expenses or liabilities whatsoever, including reasonable counsel fees, in any way incurred by the Non-Residential Unit Owner, in connection with the manner of completion of such painting, decorating, maintenance, repair or replacement by the Non-Residential Board of any defect described herein (but not for the existence of the condition requiring such repair or replacement).

6.11 Alterations, Additions, Improvements and Repairs of Units.

6.11.1 No Residential Unit Owner shall make any structural, addition, improvement or repair in or to such Residential Unit Owner's Residential Unit without the prior written approval of the Residential Board which shall not be unreasonably withheld or delayed. No Non-Residential Unit Owner shall make any structural alteration, addition, improvement or repair in or to such Unit Owner's Unit without the prior written approval of the Non-Residential Board, which shall not be unreasonably withheld or delayed. Such Boards shall have the obligation to answer any written request by their respective Unit Owners for approval of a proposed structural alteration, addition, improvement or repair in or to such Unit Owner's Unit within 45 days after such request is received, and the failure to do so within the stipulated time shall constitute such Board's consent to the proposed

alteration, addition, improvement or repair. Prior to, and as a condition of, the granting of its consent to the making of a structural alteration, addition, improvement or repair in or to a Unit, each Board may exercise 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 such 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. A Board may impose fees upon a Unit Owner to reimburse the Board for its costs incurred in reviewing or supervising the aforesaid work. Notwithstanding anything to the contrary contained in this Subsection 6.11.1, neither Declarant or its designee nor a Permitted Mortgagee of Declarant or its designee or assignee, nor the owner of any Unsold Residential Unit shall be required to obtain the approval of any Board or any Unit Owner for any alteration, addition, improvement or repair, whether structural or non-structural, in or to Unsold Units including without limitation the installation of mezzanines in Unsold Residential Units, to the extent permitted by Law and applicable governmental regulations, or to enter into any alteration agreement with respect thereto. In addition, for so long as Declarant or its designee owns at least one (1) Unsold Unit, any structural alteration, modification, addition or improvement to any Non-Residential Unit, and any alteration, modification, addition or improvement to the façade and exterior portion of the Non-Residential Unit, shall require the prior written consent of Declarant or its designee.

6.11.2 All alterations, additions, improvements and repairs by any Board or Unit Owners shall be made in compliance with all Laws, rules, ordinances and regulations of all governmental authorities having jurisdiction thereof. A Unit Owner making or causing to be made any alteration, addition, improvement or repair shall agree, and shall be deemed to have agreed, to hold each Board and all other Unit Owners harmless from any costs or liability arising therefrom.

6.11.3 Any application to any department of The City of New York or to any other governmental authority having jurisdiction thereof for a permit to make a structural alteration, addition, improvement or repair in or to any Unit so approved by the appropriate Board (if such approval is required) shall, if required by Law or such department or authority, be executed by said Board or, if required, by the Condominium Board, provided that no Board shall incur any liability, cost or expense in connection with such application or to any contractor, subcontractor, material man, architect or engineer on account of such alteration, addition, improvement or repair or to any person having any claim for injury to person or damage to property arising therefrom. Notwithstanding anything to the contrary set forth above, Declarant is hereby authorized on behalf of the Boards to execute such applications, permits or other documents as may be required to undertake, perform and complete such work to the Unsold Units, Non-Residential Unit and Common Elements as Declarant is entitled to perform in accordance with the terms of the Declaration and these By-Laws and to obtain such certificates of completion as may then be required by Law (collectively the "Required Documentation") and, the appropriate Board, if requested by Declarant, shall execute the Required Documentation.

6.11.4 In the event that any alterations, additions, improvements or repairs made by any Residential Unit Owner shall materially delay, prevent or adversely affect, or create a significant risk of materially delaying, preventing or adversely affecting, whether directly or indirectly, the issuance or reissuance of a temporary or permanent certificate of occupancy for other Units or the Building, then upon the written request of Declarant, the Condominium Board or any other Board whose Unit Owners are affected, the Unit Owner shall restore the Unit, at such Unit Owner's sole cost and expense, to its original condition. If such Unit Owner fails to commence diligently and continuously restoring the Unit within fifteen (15) days of receipt of the written request, then the Declarant or the Board, as the case may be, requesting such restoration shall be entitled to enter and restore the Unit at the expense of the Unit Owner and to exercise any other remedies provided in these By-Laws.

6.11.5 No Board or Unit Owner shall use or suffer to be used in any part of the Building any labor forces incompatible with the labor forces which are completing any construction of the Building on behalf of Declarant. In addition, the prosecution of the work necessary to obtain an amended or final Certificate of Occupancy for the Building as set forth in the Plan, including the completion of "punch list" work by or on behalf of Declarant, shall take precedence over the prosecution of any other work at the Building.

6.11.6 The Residential Board shall have the authority to establish rules for any alterations, additions, improvements or repairs made by any Residential Unit Owner to such Residential Unit Owner's Residential Unit, except for Unsold Residential Units owned by Declarant, Declarant's designee, or a Permitted Mortgagee of Declarant for its designee or assignee.

6.12 Alterations, Additions, Improvements or Repairs to Common Elements. Except as otherwise provided in the Declaration or these By-Laws, all alterations, additions, improvements or repairs in or to any General or Limited Common Element shall be made by the Board or Unit Owner(s) required to maintain such General or Limited Common Element and the cost and expense thereof shall be charged to the Residential Unit Owners and the Non-Residential Unit Owners as a General Common Expense, to all Residential Unit Owners or Non-Residential Unit Owners as Residential or Non-Residential Common Expense, or to the Unit Owner(s) responsible therefor, as the case may be. Whenever in the judgment of the Residential Board, the Non-Residential Board or the Condominium Board, as the case may be, the cost of any alteration, addition, improvement or repair would exceed $200,000 in the aggregate in any calendar year (except if such alteration, addition, improvement or repair is provided for in a duly approved budget), then such proposed alteration, addition, improvement or repair shall not be made unless first approved by a majority of Residential Unit Owners, a majority of Non-Residential Unit Owners, or a majority of Unit Owners, as the case may be, who shall be required to bear the cost and expense thereof as aforesaid and by the Residential Mortgage Representatives (as hereinafter defined), if any, with respect to alterations, additions, improvements or repairs made by the Residential Board and, with respect to alterations made by the Non-Residential Board, with the consent of each Permitted Mortgagee holding a mortgage on a Non-Residential Unit. Except as otherwise provided

in the Declaration or these By-Laws, all such alterations, additions, improvements or repairs costing in the aggregate $200,000 or less in any calendar year may be made as aforesaid without the approval of the Unit Owners or said Mortgage Representatives, or said Permitted Mortgagees. As used in this section 6.12, the term "majority" shall mean more than fifty percent (50%) in the aggregate in both Common Interest and in number of Units.

6.13 Alterations of Certain Common Elements.

6.13.1 In the event that pursuant to any of the provisions of these By-Laws, any consent by any Board, Mortgage Representative or Unit Owner is required as a condition precedent to any alteration, addition or improvement to any Common Element (sometimes collectively referred to in this Section 6.13 as an "Alteration"), proposed to be made by Declarant or its designee, Unit Owners or any Board (sometimes collectively referred to herein as the "Proponent"), such consent shall not be unreasonably withheld or delayed by such Board, Mortgage Representative or Unit Owner (referred to in this Section 6.13 as the "Opposing Party") whose consent is so required. The Proponent shall give to the Opposing Party notice setting forth in reasonable detail the material aspects of such proposed Alteration. If the Opposing Party does not give notice of any objection to the Proponent within 30 days after the Proponent gives its notice, then the Opposing Party shall be deemed to have consented to the making of the proposed Alteration. If the Opposing Party does give notice of objection (which notice of objection shall set forth in reasonable detail the specific objection(s) of the Opposing Party) within such 30-day period and the Proponent considers such objection unreasonable, then the Proponent may submit to Arbitration the question of whether or not the Opposing Party unreasonably withheld its consent. If in such Arbitration it is determined that the Opposing Party unreasonably withheld its consent, the Proponent, as its sole remedy, may make the proposed Alteration. In no event shall any arbitrator in such Arbitration determine that the Opposing Party reasonably withheld its consent to such proposal if (a) the Proponent makes or causes to be made reasonable provisions providing (i) for the costs and expenses of the Alteration to be paid by it, and (ii) that all costs and expenses for maintaining and repairing such Alteration after its completion will not be charged to Unit Owners represented by the Opposing Party as Common Expenses (b) the proposed Alteration would not materially interfere with the use and enjoyment of the owners, tenants and occupants of those Units represented by the Opposing Party; and (c) the proposed Alteration would not materially adversely affect the structure of the Building or be in violation of the provisions of the Declaration or these By-Laws or with any Laws.

6.13.2 Nothing contained in Subsection 6.13.1 shall in any way be deemed to limit (a) the Proponent's right to modify any proposal made by it thereunder in such a manner as such Proponent believes will meet the objections of the Opposing Party or of any arbitrator, or (b) any party's right, pursuant to the other applicable provisions of these By-Laws or the Declaration, to make any Alteration to a Common Element without the Opposing Party's approval.

6.13.3 A Non-Residential Unit Owner shall be entitled, at its sole cost and expense, to make any alteration, addition, improvement or repair in or to the Non-

Residential Common Elements, or the exterior facade of the Building adjacent to such Unit Owner's Unit at such Unit Owner's cost and expense, with the prior written approval of the Non-Residential Board, which shall not be unreasonably withheld, and, provided that Declarant or its designee owns at least one (1) Unsold Unit, with the prior written approval of Declarant or its designee.

6.14 Restrictions on Use of Units.

6.14.1 In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, each Residential Unit shall be used only for residential purposes and for any home occupation uses to the extent permitted under applicable zoning Law and ordinances and other applicable governmental Laws and regulations, but in no event for commercial use and not for any use otherwise herein expressly prohibited by the Declaration or these By-Laws.

6.14.1.1 The Residential Board, may, in its discretion, grant permission for the use of a Residential Unit for any other purpose (but not for retail use), provided such use (1) is permitted by Law, (2) does not violate the then existing certificate of occupancy for such Residential Unit, (3) does not adversely affect the use and enjoyment of neighboring or adjacent Residential Units for residential purposes, and (4) complies with all applicable governmental regulations. Such permission by the Residential Board shall be in writing and shall be personal to the Residential Unit Owner to which such permission is given, and may be limited in duration and subject to such terms and conditions as the Residential Board may require. Any successor in title to such Residential Unit shall be required to obtain the prior written approval of the Residential Board before using such Residential Unit for any purpose other than stated in Subsection 6.14.1.

6.14.1.2 No portion of a Residential Unit (other than the entire Unit) may be sold, conveyed, leased or subleased, and no transient occupant (other than a guest permitted under this Subsection 6.14.1) may be accommodated therein.

6.14.2 Notwithstanding the provisions of Subsection 6.14.1, Declarant or its designee may, without the permission of the Residential Board, (a) grant permission for the use of any Unsold Residential Unit for any purpose, provided such use is permitted by Law, does not violate the then existing certificate of occupancy for such Residential Unit and the user of such Unit complies with all applicable governmental regulations, (b) use any Unsold Residential Units as models and sales and/or promotion offices in connection with the sale or rental of the Units or for any other purpose, subject only to the provisions of the Declaration and these By-Laws and in compliance with applicable governmental Laws and regulations, and (c) use, or grant permission for the use of, the Common Elements, during regular business hours, for the purpose of advertising or otherwise promoting (i) the Building (ii) the sale or rental of any Unsold Units which Declarant or its designee owns and (iii) the commercial interests of Artimus Construction, or any of its affiliates or subsidiaries.

6.14.3 No Residential Unit Owner shall use, store, generate, treat, transport, handle or dispose of within its Unit or elsewhere in the Building any Hazardous Substances, other than ordinary cleaning fluids which are used, stored, generated, treated, transported, handled and disposed of by an occupant in strict compliance with applicable Law. No Non-Residential Unit Owner shall use, store, generate, treat, transport, handle or dispose of within its Unit or elsewhere in the Building any Hazardous Substances, except in strict compliance with applicable Law. "Hazardous Substances" means any pollutants, contaminants, toxic or hazardous substances, materials, wastes, constituents, compounds or chemicals (including, without limitation, petroleum or any by-products or fractions thereof, any form of natural gas, lead, asbestos and asbestos-containing materials, building construction materials and debris, polychlorinated biphenyls ("PCBs") and PCB-containing equipment, radon and other radioactive elements, ionizing radiation, electromagnetic field radiation and other non-ionizing radiation, infectious, carcinogenic, mutagenic, or etiologic agents, pesticides, defoliants, explosives, flammables, corrosives and urea formaldehyde foam insulation) that are regulated by, or may now or in the future form the basis of liability under, any Law.

6.14.4 For so long as the Property receives real estate tax benefits pursuant to section 421-a of the Real Property Tax Law ("421-a Benefits"), the minimum term for all occupancy agreements executed by parties other than Declarant or Declarant's designee shall be one (1) year.

6.14.5 For so long as the Property receives 421-a Benefits, whenever any household appliance in any Residential Unit, or any household appliance that provides heat or hot water for any Residential Unit in the Building is installed or replaced, such new household appliance shall be certified as meeting the energy efficiency standards set forth in the Federal Energy Star program. The term "household appliance" shall mean any refrigerator, room air conditioner, dishwasher or clothes washer within a Residential Unit in the Building, and any boiler or furnace that provides heat or hot water in any Residential Unit in the Building ("Household Appliance"). Notwithstanding the foregoing, the requirements of this Section 6.14.5 shall not apply i) in the event that the installation of an appropriately sized Energy Star certified Household Appliance would necessitate the movement of walls or fixtures to create sufficient space for the installation of such Household Appliance and/or ii) an Energy Star certified boiler or furnace of sufficient capacity is not manufactured. The purpose of this Section 6.14.5 is to comply with Section 11-245.8 of the Administrative Code of the City of New York and Section 6-05(d)(1) of Chapter 6, Title 28 of the Rules of the City of New York.

6.14.6 No 421-a Affordable Unit Owner who has purchased a 421-a Affordable Unit from Declarant or Declarant's designee shall lease such 421-a Unit Owner's Unit while the Property is receiving 421-a Benefits. Any bona fide re-sale purchaser of a 421-a Affordable Unit may lease such Unit at any time, in accordance with Article 8 of these By-Laws.

6.15 Use of Common Elements.

6.15.1 Common Elements may be used only for the furnishing of the services and facilities and for the other uses for which they are reasonably suited.

6.15.2 No furniture, packages or objects of any kind shall be placed in the lobbies, vestibules, public halls, stairways, public elevators or any other parts of the General or Limited Common Elements other than in (a) Residential Limited Common Elements for the exclusive use of a particular Residential Unit Owner or (b) in the areas designated as storage, without the prior consent of the Residential Board as to the Residential Common Elements, the Non-Residential Board as to Non-Residential Common Elements or the Condominium Board as to General Common Elements. The lobbies, vestibules, public halls, stairways and public elevators shall be used only for normal passage through them.

6.15.3 Residential Unit Owners shall require their tradesmen to utilize exclusively the elevator designated by the Residential Board, if any, for transporting packages, merchandise or other objects.

6.15.4 In the event that the Condominium Board erects a sidewalk bridge or other scaffolding at the Building, the Condominium Board shall give due regard to the use of the Non-Residential Unit at the time in question and shall use best efforts to (i) minimize any disruption to the use of and interference with the visibility of such Non-Residential Unit and (ii) not restrict ingress or egress through the exterior doorways to the Non-Residential Unit. In furtherance thereof, the Condominium Board agrees to consult with the Non-Residential Unit Owner prior to the installation of such sidewalk bridge or other scaffolding and to permit the Non-Residential Unit Owner to install, as a General Common Expense, signs upon the sidewalk bridge and scaffolding. Any sidewalk bridge or other scaffolding installed shall be a "two-story" structure with adequate lighting.

6.15.5 Except pursuant to the terms and provisions of the Declaration and these By-Laws, in no event shall the Condominium Board or Unit Owners impair, restrict or impede the use of the General Common Elements described in the Declaration, by the Non-Residential Unit Owners or anyone claiming by, through or under the Non-Residential Unit Owners including, but not limited to, the tenants and occupants of any portion of the Non-Residential Unit or their respective licensees or invitees.

6.15.6 The owner of any two or more Residential Units, which Units are serviced or benefited by any Common Element adjacent or appurtenant to such Units (for example, that portion at the end of any residential hallway which is directly adjacent to any such Units located on opposite sides of such hallway) shall, to the extent permitted by Law and with the consent of the Residential Board (which consent shall not be unreasonably withheld or delayed), have the exclusive right of use of such Common Element 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 nor reallocation of Common Interests shall be made, provided such owner agrees, at its sole cost and expense, to (a) be responsible for the operation, maintenance and repair of such Common Element for so long as such owner exercises such exclusive right of use, and (b) restore such

Common Element to its original condition, reasonable wear and tear excepted, after such owner ceases to exercise such exclusive right of use. The owner of any such Units which are Unsold Residential Units shall have the rights set forth in the preceding sentence without the necessity for obtaining the consent of the Board. Notwithstanding the above, if an owner transfers or conveys its Residential Units to a successor owner, the transferor need not comply with (b) above provided that the transferee agrees to abide by (a) and (b) above.

6.16 Other Provisions as to Use.

6.16.1 No nuisance shall be allowed in the Residential Section nor shall any use or practice be allowed in the Residential Section which is a source of annoyance to the residents or occupants of the Property or which interferes with the peaceful possession or proper use of the Property by its residents or occupants. No nuisance, immoral, improper or offensive use (whether or not unlawful) and no unlawful use shall be allowed in the Residential Section or any portion thereof. All valid Laws, zoning ordinances and regulations of governmental bodies having jurisdiction thereof, relating to any portion of the Property shall be complied with at the full expense of the respective Unit Owners or the Boards, whoever shall have the obligation to maintain or repair such part of the Property. Except as otherwise provided in the Declaration, the Non-Residential Section may be used for any lawful purpose including, without limitation, department and other retail stores, health clubs, theaters, banks, restaurants, commercial and professional offices; and no sale, lease, sublease or use of all or any portion of the Non-Residential Section shall be deemed to adversely affect the Residential Section.

6.16.2 Except as provided in that certain deed by and between the New York City Economic Development Corporation, as grantor, and Declarant, as grantee, dated as of December 18, 2013 and recorded with the Register's Office on January 21, 2014 at CRFN 2014000024658, the Non-Residential Units may be used for any lawful purposes, including, without limitation, department and other retail stores and outlets, storage, theaters, banks, restaurants and commercial and professional offices and studios.

6.17 Right of Access.

6.17.1 Each Residential Unit Owner grants a right of access to such Unit Owner's Unit to each of the Boards, the managing agents, managers, superintendents and/or any other person authorized by any of the foregoing. The Non-Residential Unit Owners, upon the same terms and conditions as set forth in Subsection 6.23.1, and the Residential Unit Owners grant a right of access to their respective Units to each of the Boards, the managing agents, managers, superintendents and/or any other person authorized by any of the foregoing for the purpose of making inspections of, or for the purpose of removing violations noted or issued by any governmental authority against, the General or Limited Common Elements or any other part of the Property, or for the purpose of curing defaults hereunder or under the Declaration or Rules and Regulations by such Unit Owner or correcting any conditions originating in such Unit Owner's Unit and threatening another Unit or all or any part of the General or Limited Common Elements, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or

other portions of the General or Limited Common Elements within such Unit Owner's Unit or elsewhere in the Building, or for the purpose of reading, maintaining or replacing utility meters relating to the General or Limited Common Elements, Unit or any other Unit in the Building or to correct any condition which violates the provisions of any Permitted Mortgage covering another Unit, provided that requests for such entry are made not less than three (3) days in advance and that any such right shall be exercised in such a manner as will not unreasonably interfere with the normal conduct of business by the tenants and occupants of the Non-Residential Unit or with the use of the Residential Units for their permitted purposes. In case of an emergency, such right of entry shall be immediate, without advance notice, whether or not the Unit Owner is present.

6.17.2 Each Unit Owner grants a right of access to such Unit Owner's Unit, and the Boards shall grant rights of access to the General Common Elements and the respective Limited Common Elements to Declarant and its contractors, subcontractors, architects, engineers, agents and employees, for the completion of the Building and any punch list work therein, provided that access thereto shall be exercised upon reasonable notice during reasonable hours in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes.

6.18 Rules and Regulations. Annexed hereto as Schedule A and made a part hereof are rules and regulations (the "Rules and Regulations") concerning the use of the Residential Common Elements and the Residential Limited Common Elements. The Residential Board may from time to time, modify, amend or add to the Rules and Regulations except that a Majority of Residential Unit Owners may overrule such Board with respect to any such modification, amendment or addition. The Non-Residential Board may adopt and from time to time, modify, amend or add to reasonable rules and regulations as they concern the use of the Non-Residential Unit and the Non-Residential Common Elements. The Condominium Board may adopt and from time to time, modify, amend or add to the Rules and Regulations concerning the use of the General Common Elements, except that a Majority of Unit Owners may overrule said Board with respect to any such adoption, modification, amendment or addition. Copies of any newly adopted Rules and Regulations, or any modifications, amendments or additions thereto, shall be furnished by the Board responsible therefor to each affected Unit Owner not less than 30 days prior to the effective date thereof.

6.19 Real Estate Taxes, Water Charges and Sewer Rents. Water and sewer services shall be supplied to and for all of the Units and the Limited Common Elements through one or more building systems by the City of New York or such other utility servicing the Unit. Except to the extent Unit Owners are billed directly by the City Collector, the Condominium Board shall pay all such charges, together with all related sewer rents arising therefrom, promptly after the bills for the same shall have been rendered. The Non-Residential Board shall collect such charges from the Non-Residential Unit Owners which may be based on separate submetering of such Units, and will remit such amount to the Condominium Board. The remaining costs for the Building will be paid by the Residential Unit Owners and included in Residential Common Charges. In the alternative, the Non-Residential Board may require the Non-Residential Unit Owner to install a separate water

meter. Until the Units are separately assessed for real estate tax purposes, the Residential and Non-Residential Unit Owners shall pay their respective pro rata share of all real estate taxes with respect to the Property (in the proportion that the Common Interest that each Residential Unit or Non-Residential Unit, as the case may be, bears to the Common Interests of all Units) to the Condominium Board as Common Charges, which will in turn pay such taxes to the proper authorities of The City of New York. In the event of a proposed sale of any Residential Unit, the Residential Board, on request of the selling Residential Unit Owner, shall execute and deliver to the purchaser of such Unit or to such purchaser's title insurance company, a letter agreeing to pay all charges for water, sewer rents and real estate taxes (so long as such Board is still collecting and paying such charges) affecting such owner's Unit to the date of the closing of title to such Unit, promptly after such charges have been billed by the proper authorities; provided that such Unit Owner is not delinquent in the payment of Common Charges or Special Assessments.

6.20 Electricity. Electricity for each Unit shall be separately metered or sub-metered for each Unit (or portion thereof). Each Unit Owner shall be required to pay the bills for electricity consumed or used in such Unit Owner's Unit (or portion thereof) and the Limited Common Elements to which such Unit has exclusive access, directly to the utility company as directed by the Board except that in the event that the Units are sub-metered, such Unit Owner shall be required to pay bills for electricity consumed or used in such Unit Owner's Unit either to the Board or to the utility company or company engaged by the Board to perform such services as directed by the Board. The Common Expenses shall include fees for administering and servicing the sub-meters. In the event that a Unit Owner fails to pay for its sub-metered electricity, such electricity charges shall be deemed Common Charges allocable to the defaulting Unit Owner for which the Board shall have a lien as provided in Section 6.6. hereof. Electricity for the Residential Common Elements and Non-Residential Common Elements shall be supplied through separate master meters. The cost of master metered electricity which serves the Residential Common Elements shall be paid by the Residential Board and shall be borne by the Residential Unit Owners as Residential Common Charges. The cost of master metered electricity which serves the Non-Residential Common Elements shall be paid by the Non-Residential Board and shall be borne by the Non-Residential Unit Owners as Non-Residential Common Charges.

6.21 Gas. Gas for Residential Section heating and cooking will be supplied by the utility company servicing the gas distribution system and charges therefor shall be paid by the Residential Board and borne all Residential Unit owners as a Residential Common Expense. The Non-Residential Board of Managers reserves the right to install gas submeters or to require the Non-Residential Unit Owners to install separate gas meters.

6.22 Utilities Serving the General Common Elements. Except as otherwise provided in this Article 6, the cost and expense of water, sewer facilities, steam, electricity and gas serving or benefiting any General Common Element shall be (a) considered part of the expense of maintaining such General Common Element, (b) determined by the Condominium Board, and (c) charged to the Residential Unit Owners and the Non-Residential Unit Owners as a General Common Expense. Any dispute as to the amount of such cost or expense shall be determined by Arbitration.

6.23 Abatement and Enjoinment of Violations by Unit Owners.

6.23.1 The violation of any of the Rules and Regulations or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give (a) the Condominium Board with respect to matters affecting the General Common Elements, (b) the Residential Board with respect to matters affecting the Residential Section, and (c) the Non-Residential Board with respect to matters affecting the Non-Residential Section, the right, in addition to such other rights set forth in these By-Laws, (i) to enter any Residential Unit or Non-Residential Unit or General or Limited Common Element in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition resulting in such violation or breach and such Board shall not thereby be deemed guilty or liable in any manner of trespass, or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at Law or in equity, the continuance of any such violation or breach.

6.23.2 The violation or breach of any of the provisions of these By-Laws, any of the Rules and Regulations or the Declaration with respect to any rights, easements, privileges or licenses granted to Declarant or its designee shall give to Declarant and its designee the right, in addition to any other rights set forth in these By-Laws or the Declaration, to enjoin, abate or remedy by appropriate legal proceedings, either at Law or in equity, the continuance of any such violation or breach.

ARTICLE 7

MORTGAGES

7.1 Notice to Boards. A Unit Owner who mortgages such Unit Owner's Unit, or the holder of any mortgage encumbering such Unit, shall notify the Residential Board in the case of a Residential Unit or the Non-Residential Board in the case of all or a portion of any Non-Residential Unit, of the name and address of the mortgagee and shall file a conformed copy of the note and mortgage with such Board. Such Unit Owner shall, prior to making such mortgage, satisfy all unpaid liens against such Unit Owner's Unit other than Permitted Mortgages. A Unit Owner who satisfies a mortgage or causes the assignment of a mortgage covering such Unit Owner's Unit shall so notify the applicable Board and shall file a conformed copy of the satisfaction or assignment of such mortgage with such Board. Each of such Boards shall maintain such information in a book entitled "Mortgages of Units".

7.2 Notice of Default and Unpaid Common Charges. Whenever so requested in writing by a Permitted Mortgagee, the Residential Board with respect to Permitted Mortgagees of Residential Units and the Non-Residential Board with respect to Permitted Mortgagees of any Non-Residential Unit, shall promptly report to such Permitted Mortgagee any default in the payment of Residential Common Charges or Non-Residential Common Charges, as the case may be, or any other default by the Unit Owner of such Unit under the provisions of the Declaration or these By-Laws of which such Board may have

received notice. Each Board, when giving notice to a Unit Owner of any such default, shall, if requested, also send a copy of such notice to any Permitted Mortgagee thereof. Any Permitted Mortgagee holding a mortgage on an Unsold Residential Unit or a Non-Residential Unit shall be deemed to have requested the notice referenced in the first sentence of this Section.

7.3 Performance by Permitted Mortgagees. The Residential Board, Non-Residential Board or Condominium Board, as the case may be, shall accept, by any Permitted Mortgagee of a Unit Owner, payment of any sum or performance of any act required to be paid or performed by such Unit Owner pursuant to the provisions of the Declaration, these By-Laws or the Rules and Regulations, with the same force and effect as though paid or performed by such Unit Owner, in which event the Permitted Mortgagee shall be subrogated to the rights and interests of the Condominium Board, the Residential Board or the Non-Residential Board as the case may be upon such payment or performance.

7.4 Examination of Books. Each Unit Owner and its Permitted Mortgagee shall be permitted to examine the books of account of the Condominium (including, in the case of Residential or Non-Residential Unit Owners and Permitted Mortgagees thereof, the books of account of the Residential Section or the Non-Residential Section, as the case may be) at reasonable times, upon reasonable prior written notice to the applicable Board, on business days, but not more than once a month.

7.5 Representatives of Mortgagees.

7.5.1 In the manner more particularly set forth in Subsection 7.5.2, the holders of Institutional Residential Mortgages (as hereinafter defined) on any Residential Unit may, at their election, designate one or more (but not more than three) representatives ("Residential Mortgage Representatives") who shall be empowered to act on behalf of all holders of Institutional Residential Mortgages, with respect to any matter requiring their consent or approval under the Declaration or these By-Laws. If any Residential Mortgage Representatives are so designated and notice thereof is given to the Residential Board, the act of any such Representative (or a majority of such Representatives if more than one is so designated) shall be deemed binding upon the holders of all Institutional Residential Mortgages. As used herein, the term "Institutional Residential Mortgage" means an Institutional Mortgage (defined below) covering a Residential Unit or Units. As used herein the terms "Permitted Mortgage" and "Institutional Mortgage" means any first mortgage covering a Unit or Units, the initial holder of which is (i) Declarant or its designee, (ii) a savings bank, savings and loan association, bank or trust company, insurance company, real estate investment trust, investment or finance company, mortgage trust or entity which is in the business of providing loans secured by condominium units, or (iii) a federal, state, municipal, teacher's or union employee, welfare, pension or retirement fund or system.

7.5.2 Any designation of a Residential Mortgage Representative made in writing by the holders of Institutional Residential Mortgages on any Residential Unit, constituting a majority in principal amount of all Institutional Residential Mortgages shall be binding upon the holders of all Institutional Residential Mortgages. Any such designation of any

Residential Mortgage Representative shall remain effective until (a) any subsequent designation thereof is made pursuant to the provisions hereof, and (b) notice of such subsequent designation is given to the appropriate Board. Unless otherwise required by Law, all Permitted Mortgagees holding mortgages on Residential Units, other than holders of Institutional Residential Mortgages, shall have no right to participate in the selection of Residential Mortgage Representatives, but such Permitted Mortgagees shall be subject to all determinations made by such Residential Mortgage Representatives pursuant to the Declaration or these By-Laws.

7.5.3 In the manner more particularly set forth in Subsection 7.5.4, the holders of Institutional Non-Residential Mortgages (as hereinafter defined) may, at their election, designate one or more (but not more than three) representatives ("Non-Residential Mortgage Representatives") who shall be empowered to act on behalf of all holders of Institutional Non-Residential Mortgages, with respect to any matter requiring their consent or approval under the Declaration or these By-Laws. If any Non-Residential Mortgage Representatives are so designated and notice thereof is given to the Non-Residential Board, the act of any such Representative (or a majority of such Representatives if more than one is so designated) shall be deemed binding upon the holders of all Institutional Non-Residential Mortgages. As used herein, the term "Institutional Non-Residential Mortgage" means an Institutional Mortgage (defined above) covering a Non-Residential Unit or Units.

7.5.4 Any designation of a Non-Residential Mortgage Representative made by the holders of Institutional Non-Residential Mortgages, constituting a majority in principal amount of all Institutional Non-Residential Mortgages shall be binding upon the holders of all Institutional Non-Residential Mortgages. Any such designation of any Non-Residential Mortgage Representative shall remain effective until (a) any subsequent designation thereof is made pursuant to the provisions hereof, and (b) notice of such subsequent designation is given to the appropriate Board. Unless otherwise required by Law, all Permitted Mortgagees of the Non-Residential Unit, other than holders of Institutional Non-Residential Mortgages, shall have no right to participate in the selection of Non-Residential Mortgage Representatives, but such Permitted Mortgagees shall be subject to all determinations made by such Non-Residential Mortgage Representatives pursuant to the Declaration or these By-Laws.

7.6 Consent of Mortgagees. 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 any Board, officer or Unit Owner; provided, however, that nothing contained herein shall be deemed to limit or affect the rights of any mortgagee against its mortgagor.

ARTICLE 8

SELLING, LEASING AND MORTGAGING OF UNITS

8.1 Selling and Leasing. No Residential Unit Owner, other than Declarant or its designee, may sell or lease such Unit Owner's Unit except by complying with the following provisions.

8.1.1 Any Residential Unit Owner who receives a bona fide offer to (a) purchase such Unit Owner's Residential Unit together with its appurtenant Common Interest, or (b) lease such Unit Owner's Residential Unit (such offer to purchase or lease a Residential Unit, as the case may be, is called an "Outside Offer", the party making any such Outside Offer is called an "Outside Offeror", and the Residential Unit Owner to whom the Outside Offer is made is called an "Offeree Unit Owner"), which the Offeree Unit Owner intends to accept, shall give notice by certified or registered mail, return receipt requested, to the Residential Board of the receipt of such Outside Offer. Said notice shall include the name and address of the Outside Offeror, the terms of the proposed transaction (including, but not limited to, the intended closing date in the event of a purchase or intended occupancy date in the event of a lease) and such other information as the Residential Board may reasonably require. The giving of such notice to the Residential Board, on behalf of all the Unit Owners represented by the Residential Board, shall constitute an offer by the Offeree Unit Owner to sell such Unit Owner's Residential Unit together with its appurtenant Common Interest or to lease such Unit Owner's Residential Unit to the Residential Board, or its designee, corporate or otherwise, upon the same terms and conditions as contained in such Outside Offer and shall also constitute a representation and warranty by the Offeree Unit Owner to the Residential Board acting on behalf of all Residential Unit Owners that the Offeree Unit Owner believes the Outside Offer to be bona fide in all respects. The Offeree Unit Owner shall submit in writing such further information with respect thereto as the Residential Board may reasonably request. Not later than twenty (20) days after receipt of such notice together with such information as may have been requested by the Residential Board, the Residential Board may elect, by sending written notice to such Offeree Unit Owner before the expiration of said twenty (20) day period, by hand delivery or by certified or registered mail, return receipt requested, to purchase such Residential Unit together with its appurtenant Common Interest or to lease such Residential Unit, as the case may be (or to cause the same to be purchased or leased by its designee, corporate or otherwise), on behalf of all Unit Owners represented by the Residential Board, upon the same terms and conditions as contained in the Outside Offer and as stated in the notice from the Offeree Unit Owner. However, if there is any inconsistency between such terms and conditions and the terms of this Article 8, the terms and conditions of this Article 8 shall prevail and shall be controlling.

8.1.2 In the event the Residential Board shall timely elect to purchase a Residential Unit together with its appurtenant Common Interest or to lease such Residential Unit or to cause the same to be purchased or leased by its designee, corporate or otherwise, then (a) with respect to a purchase, the Residential Board shall, upon the closing of title to such Unit, pay over the entire purchase price of such Residential Unit to

the Offeree Unit Owner (without providing such Offeree Unit Owner with a deposit or down payment) and title shall close at the office of the attorneys for the Residential Board, in accordance with the terms of the Outside Offer, within the later of (i) 60 days after the giving of notice by the Residential Board of its election to accept such offer and (ii) the closing date specified in the Outside Offer and (b) with respect to a lease, the lease, upon the terms set forth in the Outside Offer, shall be executed and deemed effective within ten (10) days after the Residential Board elects to accept such offer. If pursuant to such Outside Offer, the Outside Offeror was to assume or take title to the Residential Unit subject to the Offeree Unit Owner's existing mortgage or mortgages, the Residential Board may purchase the Residential Unit and assume or take title to the Residential Unit subject to said existing mortgage or mortgages, as the case may be and the Residential Board shall receive a credit against the purchase price for the entire principal balance of said mortgage(s). At the closing, the Offeree Unit Owner, if such Residential Unit together with its appurtenant Common Interest is to be sold, shall convey the same to the Residential Board, or to its designee, corporate or otherwise, on behalf of all Residential Unit Owners, by deed in the form required by Section 339-o of the Real Property Law of the State of New York, with all tax and/or documentary stamps affixed at the expense of such Offeree Unit Owner, who shall also pay all other taxes arising out of such sale. Real estate taxes (including water charges and sewer rents if separately assessed), mortgage interest, if any, and Common Charges shall be apportioned between the Offeree Unit Owner and the Residential Board, or its designee, corporate or otherwise, as of the closing date. In the event such Residential Unit is to be leased, the Offeree Unit Owner shall execute and deliver to the Residential Board, or to its designee, corporate or otherwise, a lease between the Offeree Unit Owner, as landlord, and the Residential Board, or its designee, corporate or otherwise, as tenant, covering such Residential Unit, for the rental and term contained in such Outside Offer.

8.1.3 In the event the Residential Board or its designee shall fail to accept such offer within 20 days after receipt of notice, as aforesaid, the Offeree Unit Owner shall have an additional 60 days to accept the Outside Offer by executing and delivering a contract or lease, as the case may be. In the event the Offeree Unit Owner shall not, within such 60-day period, accept in writing the Outside Offer, or if the Offeree Unit Owner shall accept the Outside Offer within such 60-day period but such sale or lease, as the case may be, shall not be consummated within an additional 60 days following the expiration of such 60-day period, then, should such Offeree Unit Owner thereafter elect to sell such Residential Unit together with its appurtenant Common Interest or to lease such Residential Unit, as the case may be, the Offeree Unit Owner shall be required to again comply with all the terms and provisions of this Section 8.1. Notwithstanding the foregoing, the Residential Board, in its discretion, may waive the Offeree Unit Owner's obligation to comply with either or both of the 60 day periods described herein or may extend either or both such periods, provided that such waiver or extension shall only be effective if in writing.

8.1.4 Any deed to an Outside Offeror shall be deemed to provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the

Declaration, these By-Laws and the Rules and Regulations, as the same may be amended from time to time.

8.1.5 Any lease executed in connection with the acceptance of any Outside Offer to lease a Residential Unit shall be consistent with these By-Laws and shall provide that it may not be materially modified, amended or extended without the prior consent in writing of the Residential Board, that the tenant shall not assign such Unit Owner's interest in such lease or sublet the demised premises or any part thereof without the prior consent in writing of the Residential Board and that the Residential Board, if permitted by applicable Law, shall have 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 (i) a default by the tenant in the performance of its obligations under such lease, or (ii) a foreclosure of the lien granted by Section 339-z of the Real Property Law of the State of New York.

8.1.6 Except as hereinbefore set forth, the form of any such lease executed by the Residential Board or an Outside Offeror shall be a printed, reasonably applicable form of Residential lease which is generally approved by the Residential Board which governs the Unit to be leased and is accepted in New York City, such as an appropriate Real Estate Board of New York, Inc. or Blumberg form, and shall contain such modifications as shall be approved in writing by the Residential Board. Any lease executed by the Residential Board, as tenant, shall provide that the tenant thereunder may freely assign said lease or sublet all or part of the premises demised thereunder without the consent of the landlord.

8.1.7 The foregoing restrictions of this Section 8.1 shall not apply to Unsold Residential Units (including the lease of or by a Residential Unit to Declarant or its designee or a lease by Declarant or its designee) or the Non-Residential Units (or any Non-Residential condominium units into which the Non-Residential Units may hereafter be divided). Declarant or its designee, and the Non-Residential Unit Owner(s) shall have the right to freely sell their respective Units, or to freely lease all or any part of the Unsold Residential Units or the Non-Residential Unit as the case may be, without having to first offer the same for sale or lease to any Board.

8.1.8 The following provisions shall apply to the initial re-sale of any 421-a Affordable Unit:

8.1.8.1 Notwithstanding the provisions of this Section 8.1, on the initial re-sale of any 421-a Affordable Unit, no 421-a Affordable Unit Owners shall offer the Residential Board the right to purchase such 421-a Affordable Unit Owner's 421-a Affordable Unit (i.e. the right of first refusal) unless and until Declarant or Declarant's designee declines to exercise its right of first refusal with respect to the re-purchase of such 421-a Affordable Unit pursuant to a fully executed Agreement of Covenants and Restrictions, a form of which is located in the Offering Plan. In the event that any 421-a Affordable Unit Owner offers Declarant or its designee the right to re-purchase such 421-a Affordable Unit Owner's 421-a Affordable Unit in accordance with the terms of an Agreement of Covenants and Restrictions, and Declarant or its designee declines to re-purchase such 421-a Affordable Unit, then for twenty (20) days after receipt of a notice from Declarant or its designee which states that Declarant or its designee will not exercise

its right of first refusal pursuant to such Agreement of Covenants and Restrictions, the Residential Board shall have the rights provided to it in this Section 8.1 notwithstanding that the 421-a Affordable Unit Owner has entered into a contract for the sale of such 421-a Affordable Unit Owner's 421-a Affordable Unit. All contracts for the initial re-sale of any 421-a Affordable Unit by a 421-a Affordable Unit Owner shall provide that such contract is subject to the right of first refusal of Declarant or its designee under the Agreement of Covenants and Restrictions, and, if Declarant or its designee declines to so exercise its right of first refusal, the Residential Board's rights, as provided in this Section 8.1.

8.1.8.2 The restrictions of this Section 8.1 shall not apply to any re-sale of a 421-a Affordable Unit which is undertaken by Declarant or its designee pursuant to a fully executed Agreement of Covenants and Restrictions. Declarant or its designee shall have the right to freely re-purchase and re-sell any 421-a Affordable Units pursuant to the terms of an Agreement of Covenants and Restrictions without having to first offer the same for sale or lease to any Board.

8.2 Consent of Residential Unit Owners to Purchase or Lease of Residential Units by Residential Board. The Residential Board shall not exercise any option hereinabove set forth to purchase or lease any Residential Unit without the prior approval of a Majority of Residential Unit Owners. However, the Residential Board shall have the right to release or waive such option without the prior approval of a majority of Residential Unit Owners.

8.3 No Severance of Ownership. No Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to such Unit Owner's Unit without including therein its appurtenant Common Interest, it being the intention to prevent any severance of such combined ownership. Any such deed, 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. No part of the Common Interest appurtenant to 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 interest is appurtenant or as part of a sale, conveyance or other disposition of such part of the appurtenant Common Interests of all Units. Nothing in this Section 8.3 shall permit the lease of any Unit without the simultaneous lease of its appurtenant Common Interest.

8.4 Release by Residential Board of Right of First Refusal. The right of first refusal contained in Section 8.1 may be released or waived by the Residential Board only in the manner provided in Section 8.5. In the event the Residential Board shall release or waive its right of first refusal as to any Residential Unit, such Residential Unit together with its appurtenant Common Interest may be sold, conveyed or leased, free and clear of the provisions of Subsections 8.1 .1 and 8.1.2, provided that such sale, conveyance or lease occurs within any applicable time periods required pursuant to Subsection 8.1.3.

8.5 Certificate of Termination of Right of First Refusal. A certificate executed by an officer of the Residential Section stating that the provisions of Subsection 8.1.1 have been met by a Residential Unit Owner or stating that the right of first refusal contained therein has been duly released or waived by the Residential Board, and that as a result

thereof the rights of the Residential Board thereunder have terminated (provided that any sale, conveyance or lease occurs within any applicable time periods required pursuant to Subsection 8.1.3), shall be conclusive upon the Residential Board and the Residential Unit Owners in favor of all persons who rely on such certificate in good faith. The Residential Board shall furnish such certificate upon request to any Residential Unit Owner with respect to whom the provisions of Subsection 8.1.1 have, in fact, terminated.

8.6 Financing of Purchase of Residential Units and by Residential Board. The purchase of any Residential Unit by the Residential Board or its designee, on behalf of all Residential Unit Owners, may be made from the funds deposited in the capital and/or expense accounts of the Residential Board. If the funds in such accounts are insufficient to effectuate any such purchase, the Residential Board may levy an Special Assessment against each Residential Unit Owner in proportion to such Unit Owner's respective Common Interest (except as otherwise provided in the Declaration or in these By-Laws), as a Common Charge, and/or the Residential Board may, in its discretion, finance the acquisition of such Unit; provided, however, 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 (plus any other Units that then owned by the Residential Board together with its (their) appurtenant Common Interest(s).

8.7 Exceptions. The provisions of Section 8.1 shall not apply with respect to any lease, sale or conveyance of any Residential Unit together with its appurtenant Common Interest by (a) the Unit Owner thereof to such Unit Owner's spouse, domestic partner, adult children or grandchildren, parents, grandparents, adult siblings or to any one or more of them or to any affiliate of the Unit Owner thereof, (b) Declarant or its designee, (c) the Residential Board, (d) the sale of a Residential Unit in connection with the foreclosure of a mortgage or other lien covering such Residential Unit or giving of a deed in lieu of such foreclosure, provided that such lien is not held by the Unit Owner or spouse, domestic partner, adult children or grandchildren, parents, grandparents, adult siblings or to any one or more of them or to any affiliate of the Unit Owner thereof, or (e) a Permitted Mortgagee or such Permitted Mortgagee's nominee, who has acquired title to any Residential Unit at any foreclosure sale of such Unit Owner's Permitted Mortgage or by deed in lieu thereof delivered in a bona fide transaction; provided, however, that each succeeding Residential Unit Owner shall be bound by, and such Unit Owner's Residential Unit subject to, the provisions of this Article 8. In addition, the provisions of Section 8.1 shall not apply to any lease, sale or conveyance of the Non-Residential Unit or any part thereof. The term "affiliate" shall be deemed to be an individual or entity which owns more than 50% of the beneficial interest of such Unit Owner, or an entity with respect to which such Unit Owner owns more than 50% of the legal and beneficial interest.

8.8 Gifts and Devises, etc. Any Residential Unit Owner shall be free to convey or transfer such Unit Owner's Residential Unit by gift, or may devise such Unit Owner's Residential Unit by will or have such Unit Owner's Residential Unit pass by intestacy, without being subject to the restrictions of Section 8.1; provided, however, that each succeeding Residential Unit Owner shall be bound by, and such Unit Owner's Residential Unit shall remain subject to, the provisions of this Article 8.

8.9 Unauthorized Sales or Leases of Residential Units. Any purported sale or lease of a Residential Unit consummated in violation of Sections 8.1 or 8.3 shall be voidable at the election of the Residential Board and if the Residential Board shall so elect, the Residential Unit Owner shall be deemed to have authorized and empowered the Residential Board to institute legal proceedings to eject the purported purchaser (in case of an unauthorized sale) or to evict the purported tenant (in case of an unauthorized leasing), in the name of the said Residential Unit Owner as the owner or landlord, as the case may be. Said Residential Unit Owner shall reimburse the Residential Board for all expenses (including attorneys' fees and disbursements) incurred in connection with such proceedings.

8.10 Charges Imposed on Sale or Lease of Residential Units. If permitted by law, the Residential Board shall be entitled to fix by resolution and collect, before any sale or lease of a Residential Unit is consummated, a reasonable charge to cover its expenses, and any fees due the Managing Agent or any attorney retained by the Residential Board, in connection with the sale or lease. If such charge is adopted, it shall be added to, and constitute a portion of, Common Charges payable by the selling or leasing Unit Owner. The aforementioned charge shall not apply to the lease of a Residential Unit to Declarant or its designee, to the sale or lease of Unsold Units by Declarant or its designee, or to the sale or lease of Unsold Units by a Permitted Mortgagee of Declarant that acquires title to Unsold Units.

8.11 Power of Attorney. At the time of acquiring title to a Unit and as a condition thereof, the new Unit Owner shall duly execute, acknowledge and make arrangements for recording in the City Register's Office, the Power of Attorney required by Article 17 of the Declaration.

8.12 Notices Concerning Residential Unit Occupancy. Within five (5) days following acquisition of a Residential Unit or the commencement of a lease relating thereto, the new Unit Owner or lessor, as the case may be, shall notify the Managing Agent of the Unit involved, the name of the purchaser or lessee and the names of the individuals, as permitted by the By-Laws, who will be using or occupying the Unit. The individuals so designated may be changed by the purchaser or lessor, from time to time, by further notice to the Managing Agent.

8.13 Waiver of Right of Partition with Respect to Units Acquired on Behalf of Unit Owners as Tenants-in-Common. In the event that any Unit shall be acquired by the Residential Board or the Residential Board, or their respective designees, corporate or otherwise, on behalf of all Residential Unit Owners or all Residential Unit Owners, as the case may be, as tenants in-common, all such Unit Owners shall be deemed to have waived all rights of partition with respect to such acquired Unit as herein provided.

8.14 Payment of Assessments. No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate or lease such Unit Owner's Unit unless and until the Unit Owner shall have paid in full to the appropriate Board all unpaid Common Charges theretofore assessed by said Board against such Unit and until such Unit Owner shall have satisfied all unpaid liens against such Unit Owner's Unit other than Permitted Mortgages.

8.15 Mortgage of Units. Subject to Article 7 and Section 8.14, each Unit Owner shall have the right to mortgage such Unit Owner's Unit to a Permitted Mortgagee, provided that, with respect to any mortgage covering a Unit, the Unit Owner making such mortgage shall notify in writing the appropriate Board of the making of such mortgage.

8.16 Lease or Purchase of Residential Unit or Other Apartment for Superintendent's Residence. The Residential Board or the Condominium Board shall have the right to lease or purchase a Residential Unit or other apartment for the residence of the superintendent and shall have the right to amend, modify, extend, renew and otherwise deal in any way with respect to any such lease all without the approval of any of the Unit Owners.

8.17 Consent of Residential Unit Owners to Purchase Non-Residential Units by the Residential Board. Notwithstanding any provision herein or in the Declaration to the contrary, the Condominium Board's or the Residential Board's purchase the Amenity Unit, Commercial Unit, Community Facility Unit or Parking Unit shall require the prior approval of a Majority of Residential Unit Owners.

ARTICLE 9

CONDEMNATION

In the event of the taking in condemnation or by eminent domain of all or any part of the General or Limited Common Elements, each Board, subject to the provisions set forth below, will arrange for the prompt repair and restoration of such part of the General or Limited Common Elements so taken which, pursuant to the provisions of these By-Laws, are required to be maintained by such Board. The award made for any such taking shall be payable to the Board responsible for the repair and restoration thereof, as aforesaid; provided, however, that if any such award exceeds $1,000,000, such award shall be payable to the Insurance Trustee and shall be disbursed to the contractors engaged in such repair and restoration, if any, in appropriate progress payments. If the net proceeds of any such award are insufficient to cover, or if such net proceeds exceed the cost of any repairs and restorations, the deficit or surplus, as the case may be, will be (a) borne and shared by all Unit Owners with respect to any taking of the General Common Elements pro rata, as follows: first, to the Residential Unit Owners and the Non-Residential Unit Owners in accordance with their respective Common Interests; thereafter, each Board shall allocate such deficit or surplus, as the case may be, pro rata, to the Residential Unit Owners and to the Non-Residential Unit Owners, respectively, in accordance with their respective Common Interests; (b) borne and shared by all Residential Unit Owners with respect to any taking of the Residential Common Elements pro rata in accordance with their Common Interests; and (c) borne and shared by all Residential Unit Owners having exclusive access to the Residential Limited Common Elements pro rata in accordance with their respective interest in such Residential Limited Common Interests; and (d) borne and shared by all Non-Residential Unit Owners with respect to any taking of the Non-Residential Common Elements pro rata in accordance with their Common Interests.

Notwithstanding any provisions contained herein to the contrary, in the event that (1) 75% or more of all Unit Owners, as well as Permitted Mortgagees which represent at least 51%, in number and Common Interest of Units which are encumbered by a Permitted Mortgage, affirmatively resolve not to proceed with such repair or restoration of their respective Limited Common Elements, or (2) 75% or more of all Unit Owners, as well as Permitted Mortgagees which represent at least 51%, in number and Common Interest, affirmatively resolve not to proceed with such repair and restoration of the General Common Elements, then such repairs or restorations of the Limited Common Elements and/or General Common Elements shall not be made and the net proceeds of any such award with respect thereto shall be divided among the Unit Owners pro rata in the same manner as is set forth above, after first paying out of the share of each Unit Owner the amount of any unpaid liens on such Units other than mortgages which are not Permitted Mortgages. Any dispute between any Boards under this Article 9 shall be settled by Arbitration. In the event of the taking in condemnation or by eminent domain of all or any part of the Common Elements or Limited Common Elements, the Board shall notify all Permitted Mortgagees in writing within thirty (30) days from the day of such condemnation.

ARTICLE 10

RECORDS AND AUDITS

10.1 Records. Each Board or the managing agent for that Board, if any, shall keep detailed records of the actions of such Board, minutes of the meetings of such Board, minutes of the meetings of the Unit Owners for whom such Board serves and financial records and books of account with respect to the activities of such Board, including a listing of all receipts and expenditures. In addition, the Residential Board shall keep a separate account for each Residential Unit, which, among other things, shall contain the amount of each assessment of Common Charges made by the Residential Board against each such Unit, the date when due, the amounts paid thereon and the balance, if any, remaining unpaid.

10.2 Audits. Within four months after the end of each fiscal year, an annual report of receipts and expenditures prepared and certified by an independent certified public accountant shall be submitted by (a) the Residential Board to all Residential Unit Owners, (b) the Non-Residential Board to all Non-Residential Unit Owners, and (c) the Condominium Board to the Residential Board and the Non-Residential Board, and, if so requested, to any Permitted Mortgagee, as the case may be. The cost of such report submitted by (1) the Residential Board, shall be paid by the Residential Unit Owners as a Residential Common Expense, (2) the Non-Residential Board, shall be paid by the Non-Residential Unit Owners as a Non-Residential Common Expense, and (3) the Condominium Board shall be paid by the Residential Board and the Non-Residential Board as a General Common Expense.

10.3 Availability 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.

ARTICLE 11

ARBITRATION

11.1 General Procedure. Any arbitration provided for in these By-Laws shall be conducted before one arbitrator in New York City by the American Arbitration Association or any successor organization thereof, in accordance with its rules then in effect and the decision rendered in such arbitration shall be binding upon the parties and may be entered in any court having jurisdiction. In the event that the American Arbitration Association is not then in existence and has no successor, any arbitration hereunder shall be conducted in New York City before one arbitrator appointed, on application of any party, by any justice of the highest court of appellate jurisdiction located in the County of New York having jurisdiction over the matter. The decision of the arbitrator so chosen shall be given within 10 days after such arbitrator's appointment. Any arbitrator appointed or selected in connection with any arbitration under this Article 11 shall be a lawyer or real estate owner, developer, or manager familiar with condominium properties and having general legal or real estate experience, as the case may be, of not less than fifteen years.

11.2 Costs and Expenses. The fees, costs and expenses of the arbitrator will be borne by the losing party in the arbitration or, if the position of neither party to the dispute will be substantially upheld by the arbitrator, such fees, costs and expenses will be borne equally by the disputants unless otherwise set by the arbitrator. Each disputant will also bear the fees and expenses of such disputant's counsel and expert witnesses. All costs and expenses paid or incurred by the Condominium Board, the Residential Board or the Non-Residential Board, as the case may be, in connection with any arbitration held hereunder, including, without limitation, the fees and expenses of counsel and expert witnesses, will constitute General Common Expenses, Residential Common Expenses or Non-Residential Common Expenses, as the case may be.

11.3 Agreement by Parties. The parties to any dispute required or permitted to be submitted to arbitration hereunder may, by mutual agreement between them, vary any of the provisions of Section 11.1 with respect to the arbitration of such dispute, or may agree to resolve their dispute in any other manner, including, without limitation, the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as the "New York Simplified Procedure for Court Determination of Disputes".

ARTICLE 12

MISCELLANEOUS

12.1 Waiver. No provision contained in these By-Laws or the Rules and Regulations shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

12.2 Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws nor the intent of any provision hereof.

12.3 Certain References.

12.3.1 A reference in these By-Laws to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires.

12.3.2 The terms "herein", "hereof" or "hereunder" or similar terms used in these By-Laws refer to these entire By-Laws and not to the particular provision in which the terms are used, unless the context otherwise requires.

12.3.3 Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of these By-Laws.

12.4 Severability. Subject to the provisions of the Declaration, if any provision of these By-Laws is invalid or unenforceable as against any person, party or under certain circumstances, the remainder of these By-Laws and the applicability of such provision to other persons, parties or circumstances shall not be affected thereby. Each provision of these By-Laws shall, except as otherwise herein provided, be valid and enforced to the fullest extent permitted by Law. In the event any provision of these By-Laws or the Rules and Regulations conflicts with the provisions of the Declaration, the provisions of the Declaration shall control.

12.5 Insurance Trustee. The Insurance Trustee shall be a bank or trust company in The City of New York, designated by the Condominium Board and having a capital surplus and undivided profits of $500,000,000 or more. In the event the Insurance Trustee resigns or the Condominium Board wishes to replace it, the Condominium Board shall promptly appoint a new Insurance Trustee. The Condominium Board shall pay the fees and disbursements of any Insurance Trustee and such fees and disbursements shall constitute a General Common Expense. The Insurance Trustee shall hold all such proceeds in accordance with Section 254(4) of the Real Property Law of the State of New York. If required by Declarant's construction or permanent lender, such lender or its designee shall be the Insurance Trustee until its release of all Units from the lien of its mortgage.

12.6 Successors and Assigns. Except as set forth herein or in the Declaration to the contrary, the rights and/or obligations of Declarant or its designee as set forth herein shall inure to the benefit of and be binding upon any successor or assign of Declarant or its designee or, with the written consent of Declarant or its designee, any transferee of some or all then Unsold Residential Units then owned by Declarant or its designee, as the case may be (but not to Purchasers of Residential Units pursuant to the Plan). The rights and/or obligations of the Non-Residential Unit Owners as set forth herein shall inure to the benefit of and be binding upon any successors or assigns of the Non-Residential Unit Owners. Subject to the foregoing, Declarant, its designee, and/or the Non-Residential Unit Owners, as the case may be, shall have the right, at any time in their sole discretion, to assign or otherwise transfer their respective interests herein, whether by sale, merger, consolidation, lease, assignment or otherwise.

12.7 Covenant of Further Assurances.

12.7.1 Any party who or which is subject to the terms of these By-Laws, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member or officer of any Board, or otherwise, shall, upon prior reasonable written request at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action, as such other party may reasonably request to effectuate the provisions of these By-Laws or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

12.7.2 If any Unit Owner (other than Declarant or its designee), any Board or any other Person or party (other than Declarant or its designee), which is subject to the terms of these By-Laws fails, within 10 days after request therefor, to execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner, Board, Person, or party is required to execute, acknowledge and deliver or to take pursuant to these By-Laws at the request of any Board, then such Board is hereby authorized as attorney-in-fact for such Unit Owner, Board, Person, or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action in the name of such Unit Owner, Board, Person or party and such document or action shall be binding on such Unit Owner, Board, Person or party.

12.7.3 If any Unit Owner, Board or other party which is subject to the terms of these By-Laws fails, within ten days after request therefor to execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner, Board or party is required to execute, acknowledge and deliver or to take pursuant to these By-Laws at the request of Declarant or its designee, then Declarant or Declarant's designee are hereby authorized, as attorney-in-fact for such Unit Owner, Board or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Unit Owner, Board or other party and such document or action shall be binding on such Unit Owner, Board or other party' as the case may be.

12.7.4 The foregoing provisions of Sections 12.7.1 and 12.7.2 (i) shall not apply to the holder of any Permitted Mortgage of any Unit, and (ii) shall not be enforced against, but shall be enforced by, Declarant or its designee.

12.7.5 Any conflict between these By-Laws and the Declaration shall be resolved in favor of the Declaration.

12.8 Legal Fees Payable by the Boards. In defending any legal action brought by any Board against Declarant with respect to the Offering Plan (or any amendments thereto), the Declaration of Condominium (or any amendments thereto), or the By-Laws (or any amendments thereto), each Board shall reimburse Declarant for any legal fees and disbursements incurred by Declarant in defending such legal action.

ARTICLE 13

AMENDMENT TO BY-LAWS

13.1 Amendments by Unit Owners. Except as specifically provided herein or in the Declaration with respect to amendments, modifications, additions or deletions affecting Declarant or its designee, or any Unsold Residential Units, or the Non-Residential Unit or any Non-Residential Unit Owner, (a) any provision of these By-Laws may be added to, amended, modified or deleted by the vote of at least 80% in number and in Common Interest of all Unit Owners taken in accordance with the provisions of these By-Laws, provided, however, that the Common Interest appurtenant to each Unit as expressed in the Declaration shall not be altered without the written consent of all Unit Owners directly affected, (b) any provision of these By-Laws benefiting, protecting or otherwise affecting only the Residential Section or the Residential 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 Residential Unit Owners taken in accordance with the provisions of these By-Laws and (c) any provision of these By-Laws benefiting, protecting or otherwise affecting only the Non-Residential Section or the Non-Residential Unit Owners may be amended, modified, added to or deleted by affirmative vote of 100% in number and in Common Interest of all affected Non-Residential Unit Owners taken in accordance with the provisions of these By-Laws. Subject to the provisions contained herein or in the Declaration with respect to amendments, modifications, additions or deletions affecting Declarant or its designee, Permitted Mortgagees, any Unsold Residential Units, the Non-Residential Section or any Non-Residential Unit Owner, any such amendment, modification, addition or deletion shall be executed by (1) the Residential Board, as attorney-in-fact for the Residential Unit Owners, coupled with an interest, which Residential Board is hereby authorized by such Residential Unit Owners so to act as their attorney-in-fact or (2) the Non-Residential Board, as attorney-in-fact for the Non-Residential Unit Owners, coupled with an interest, which Non-Residential Board is hereby authorized by such Non-Residential Unit Owners to act as their attorney-in-fact or (3) the Condominium Board, as attorney-in-fact for all Unit Owners, coupled with an interest, which Condominium Board is hereby authorized by such Unit Owners so to act as their

attorney-in-fact. Notwithstanding the foregoing and subject to the provisions contained herein or in the Declaration with respect to amendments affecting Declarant or its designee, any Unsold Residential Units, the Non-Residential Section, or the Non-Residential Unit Owners, (i) (x) the written consent of the Residential Mortgage Representatives, if any, to an amendment, modification, addition or deletion with respect to clause (a) above shall not be required unless such amendment, modification, addition or deletion materially impairs the value of the security interest of one or more Permitted Mortgagees, in which case such written consent shall not be unreasonably withheld or delayed and (y) with respect to clause (a) above, the Non-Residential Unit Owners may grant to any Permitted Mortgagee the right to consent to any amendment, modification, addition or deletion to these By-Laws to the extent of any mortgage which encumbers the Non-Residential Unit for so long as such mortgage is on record; (ii) the written consent of the Residential Mortgage Representatives, if any, to an amendment, modification, addition or deletion with respect to clause (b) above shall not be required unless such amendment, modification, addition or deletion materially impairs the value of the security interest of one or more Permitted Mortgagees holding Permitted Mortgages on Residential Unit(s), in which case such written consent shall not be unreasonably withheld or delayed; and (iii) with respect to clause (c) above the Non-Residential Unit Owners may grant to any Permitted Mortgagee the right to consent to any amendment, modification, addition or deletion to these By-Laws which affects the Non-Residential Unit to the extent of any mortgage which encumbers the Non-Residential Unit for so long as such mortgage is on record; (iv) the provisions of this Section 13.1 may not be amended, modified, added to or deleted unless (in addition to the consent, if required, of the Residential Mortgage Representatives and Non-Residential Mortgage Representatives, as the case may be), eighty percent (80%) in Common Interest of all Unit Owners affected thereby approve such amendment, modification, deletion or addition in the manner set forth above.

13.2 Amendments Affecting Declarant or its Designee or Non-Residential Unit Owners. Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition or deletion of or to these By-Laws, the Declaration, or the Rules and Regulations shall be effective in any way (a) without the prior written consent of the affected Non-Residential Unit Owner(s) with respect to any amendment, modification, addition or deletion of or to these By-Laws, the Declaration or the Rules and Regulations modifying the permitted uses of any Non-Residential Unit or affecting the rights, privileges, easements, licenses or exemptions granted to any Non-Residential Unit Owner, (b) without the prior written consent of Declarant or its designee or the owner of any Unsold Residential Unit, as the case may be, with respect to any amendment, modification, addition or deletion of or to these by-Laws, the Declaration or the Rules and Regulations modifying the permitted uses of the Building or any portion thereof or affecting the rights, privileges, easements, licenses or exemptions granted to Declarant or its designee or the owner of any Unsold Residential Unit, as the case may be, or otherwise adversely affecting Declarant or its designee or the owner of any Unsold Residential Unit, as the case may be, or (c) without the prior written consent of the holder of any present or future mortgage, pledge, or other lien or security interest covering any Unsold Residential Unit or Non-Residential Unit, with respect to any amendment, modification, addition or deletion of or to these By-Laws, the Declaration, or the Rules and Regulations modifying the permitted

uses of such Unsold Residential Unit or Residential Unit, or affecting the rights, privileges, easements, licenses or exemptions granted to the owner of such Unsold Residential Unit or Non-Residential Unit.

13.3 Amendments Affecting Permitted Mortgagees. Notwithstanding any provision contained herein to the contrary, no modification, addition, amendment or deletion of or to Article 7 or Sections 6.1, 6.2, 6.4.2, 6.4.3, 8.7(d) or (e), or 8.10 shall be effective as against the holder of any Permitted Mortgage theretofore made unless such holder has given its prior written consent thereto, which consent shall not be unreasonably withheld or delayed.

13.4 Amendments of a Material Adverse Nature to Permitted Mortgagees. Notwithstanding any provision contained herein to the contrary, any amendment to the By-Laws of a material adverse nature to Permitted Mortgagees of Residential Units (except for Permitted Mortgagees of any Unsold Residential Unit) shall require the written consent of at least 51%, in number and in Common Interest, of such affected Permitted Mortgagees. Such consent shall be deemed granted if the affected Permitted Mortgagee fails to respond to any written proposal for an amendment to these By-Laws within sixty (60) days from receipt of the notice of the proposed amendment; provided that notice of such amendment is delivered to the Permitted Mortgagee by certified or registered mail, return receipt requested.

13.5 Amendment with Respect to the Purchase of Non-Residential Units by the Condominium or Residential Board. Notwithstanding any provision contained herein to the contrary, any amendment to these By-Laws necessitated by or resulting from the sale of one or more Non-Residential Units to the Condominium Board or the Residential Board shall require the consent of a Majority of Residential Unit Owners, and not 80% in number and in Common Interest of all Unit Owners, or 66-2/3% in number and in Common Interest of all Residential Unit Owners.

ARTICLE 14

AMENDMENTS CONCERNING NON-RESIDENTIAL SECTION

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 the Non-Residential Section or the subdivision of any Non-Residential Unit into separate Non-Residential condominium units and/or the offering for sale or lease of all or any portion of the Non-Residential Unit and it is contemplated that in connection therewith the Non-Residential Board 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 Non-Residential Section and Non-Residential Unit Owners. In the case of any such amendment, modification, addition or deletion which does not adversely affect the Residential Section, or any Residential Unit Owners, the Non-Residential Board shall be the attorney-in-fact for the Residential Unit Owners, coupled with an interest, for the

purpose of approving and executing any instrument effecting such amendment, modification, addition or deletion.

SCHEDULE A

RULES AND REGULATIONS OF THE RESIDENTIAL SECTION

1. The sidewalks, entrances, passages, public halls, elevators, vestibules, corridors and stairways of the Residential Section shall not be obstructed or used for any other purpose than ingress to and egress from the Residential Units.

2. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed in any of the passages, public halls, vestibules, corridors, stairways or fire tower landings of the Residential Section, nor shall any fire exit thereof be obstructed in any manner. Nothing shall be hung or shaken from any doors, windows or roofs or placed upon the window sills of the Residential Section.

3. Neither occupants nor their guests shall play in the entrances, passages, public halls, elevators, vestibules, corridors, stairways or fire towers of the Residential Section.

4. No public hall or public elevator vestibule of the Residential Section shall be decorated or furnished by any Residential Unit Owner in any manner.

5. Each Residential Unit Owner shall keep such Residential Unit Owner's Residential Unit and any Limited Common Elements appurtenant thereto (including the surface and drains of any terrace appurtenant to a Residential Unit) in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance. Any determination as to what constitutes a good state of preservation and cleanliness for any Residential Unit Owner's terrace shall be within the sole but reasonable discretion of the Residential Board.

6. No window guards shall be used in or about any Residential Unit, unless otherwise required by Law, except such as shall have been approved in writing by the Residential Board or the managing agent of the Residential Section. No clothes, sheets, blankets, laundry or other articles of any kind shall be hung on or out of a Unit or its appurtenant Limited Common Elements. No window frames or mullions may be removed, altered or replaced without the written consent of the Residential Board.

7. No radio, television aerial, satellite dish or similar device shall be attached to or hung from the exterior of the Residential Section and no sign, notice, advertisement or illumination shall be inscribed or exposed on or at any door or window or other part of the Residential Section except such as are permitted pursuant to the Declaration or the By-Laws or shall have been approved in writing by the Residential Board or the managing agent of the Residential Section, nor shall anything be projected from any door or window of the Residential Section without similar approval, except as may otherwise be required by Law.

8. No heat, ventilator or air conditioning device or window fan shall be installed in any Residential Unit without the prior written approval of the Residential Board, which approval may be granted or refused in the sole discretion of the Residential Board.

9. All radio, television or other electrical equipment of any kind or nature installed or used in each Residential Unit shall fully comply with all rules, regulations, requirements or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction and the Residential Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Residential Unit Owner's Unit.

10. No velocipedes, bicycles, scooters or similar vehicles shall be allowed in any of the elevators other than the elevators designated by the Residential Board or the managing agent of the Residential Section for that purpose, and no baby carriages or any of the above-mentioned vehicles or other equipment, furniture or other personal articles shall be allowed to stand in the passages, public halls, vestibules, corridors or other public areas of the Residential Section.

11. No Residential Unit Owner shall make or permit any disturbing noises or activity in the Residential Section, or do or permit anything to be done therein, which will interfere with the rights, comfort or convenience of other Unit Owners or the tenants or occupants of the Residential Section. No Residential Unit Owner shall play or suffer to be played any musical instrument, or practice or suffer to be practiced vocal music, or operate or permit to be operated a phonograph, radio, television computer, stereo or other loud speaker in such Unit Owner's Unit between 11:00 P.M. and the following 7:00 A.M., if the same shall disturb or annoy other occupants of the Building, unless the same shall have the prior written consent of the Residential Board. No construction or repair work or other installation involving noise shall be conducted in any Residential Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency or unless such work is performed by Declarant.

12. No pets other than dogs, caged birds, cats and fish (which do not cause a nuisance, health hazard or unsanitary condition), shall be permitted, kept or harbored in a Residential Unit without the same in each instance having been expressly permitted in writing by the Residential Board or the managing agent of the Residential Section and such consent, if given, shall be revocable by the Residential Board in its sole discretion, at any time. In no event shall any Residential Unit Owner maintain more than two (2) pets in a Residential Unit (other than fish) without the consent of the Residential Board nor shall any bird, reptile, or other animal be permitted in any public elevator in the Residential Section, other than the elevators designated by the Residential Board or the managing agent of the Residential Section for that purpose, or in any of the public portions of the Residential Section, unless carried or on a leash. No pigeons or other birds or animals shall be fed from the window sills or other public portions of the Residential Section or on the sidewalk or street adjacent to the Building. Each Residential Unit Owner who keeps any type of pet in such Unit Owner's Residential Unit may be required to enter into an agreement with the

Residential Board setting forth such other rules regarding pets as the Residential Board shall deem suitable and indemnifying and holding harmless the Condominium, all Unit Owners and the managing agent from all claims and expenses resulting from acts of such pet. The Board of Managers shall have the right to prohibit an animal from residing or visiting the Building if, in the Board's judgment, such animal creates a nuisance, health hazard or an unsanitary condition.

13. Servants, messengers and tradespeople visiting or residing in the Residential Section may be required to use the elevators designated by the Residential Board or the managing agent of the Residential Section for that purpose, for ingress and egress. and shall not use any of the other elevators for any purpose, except that nurses in the employ of Residential Unit Owners or their guests or tenants may use any of the other elevators when accompanying said Unit Owners, guests or tenants. However, a guest or visitor of a Residential Unit Owner may use any of the elevators freely, if authorized by such Unit Owner.

14. All service and delivery persons may be required to use the service entrance unless otherwise directed. All packages, whenever feasible, will be required to be delivered by outside personnel to the package room in the lobby where such packages will be held for pick-up by Residential Unit Owners. Deliveries, if made, will be made from the package room to individual Residential Units only by building personnel or as otherwise directed by building personnel. Such deliveries will be made only at such times as a Unit is occupied by the resident thereof or an authorized person and said resident or authorized person is willing to accept delivery. If the Residential Unit is not so occupied or delivery is declined, the package will be held in the package room until the resident or authorized person returns or requests delivery. In the case of packages containing perishable food items, service or delivery persons who are registered with building personnel will be permitted to make deliveries directly to individual Residential Units after such service or delivery persons have received approval for such delivery from the Residential Unit Owner.

15. Trunks and heavy baggage shall be taken in or out of the Residential Section by the elevators designated by the Residential Board or the managing agent of the Residential Section for that purpose, and through a designated entrance only.

16. No Unit Owner or any visitor, guest, patient, employee or any client of a Unit Owner shall be allowed in the heating, electrical or mechanical equipment areas without the express permission of the Board of Managers.

17. All damage to the Building or Common Elements caused by the moving or carrying of any article therein shall be paid by the Unit Owner responsible for the presence of such article.

18. No refuse from the Residential Units shall be sent to the below grade levels of the Building except at such times and in such manner as the Residential Board or the managing agent of the Residential Section may direct.

19. Water-closets and other water apparatus in the Residential Section shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus in a Residential Unit shall be repaired and paid for by the Owner of such Unit.

20. No occupant of the Residential Section shall send any employee of the Residential Section or of the managing agent thereof out of the Building on any private business.

21. The agents of the Residential Board or the managing agent, and any contractor or worker authorized by the Residential Board or the managing agent of the Residential Section, may enter any room or Residential Unit at any reasonable hour of the day, on at least one day's Prior written notice to the Residential Unit Owner, for the purpose of inspecting such Residential Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests; however, such entry, inspection and extermination shall be done in a manner so as not to unreasonably interfere with the use of such Residential Unit for its permitted purposes.

22. Corridor doors shall be kept closed at all times except when in actual use for ingress or egress to and from public corridors.

23. The Residential Board or the managing agent of the Residential Section may retain a passkey to each Residential Unit. If any lock is altered or a new lock is installed, the Resident Board or the managing agent of the Residential Section shall be provided with a key thereto immediately upon such alteration or installation. If the Residential Unit Owner is not personally present to open and permit an entry to such Unit Owner's 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 such Board or such managing agent, then the Residential Board or such managing agent or their agents (but, except in an emergency, only when specifically authorized by an officer of such Board 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 under the circumstances is given to such Unit Owner's property).

24. No vehicle belonging to a Residential Unit Owner or to a member of the family guest, tenant or employee of a Residential Unit Owner shall be parked in such manner as to or prevent ready access to any entrance to or exit from the Building by another vehicle.

25. Complaints regarding the services of the Residential Section shall be writing to the Residential Board or to the managing agent of the Residential Section.

26. Any consent or approval given under these Residential Rules and Regulations may be granted, refused, added to, amended or repealed, in the sole discretion of the Residential Board at any time by resolution of the Residential Board. Further, any such consent or approval of the discretion of the Residential Board, be conditional.

27. Residential Unit Owners will faithfully observe the following procedures with respect to the use of the compactor: (a) wrap dust, floor and powdered waste in compact packages before depositing the same; (b) thoroughly drain and wrap in paper all garbage before depositing the same; (c) refrain from forcing large bundles into the chute; (d) crush into tight bundles all papers before placing the same in the hopper door; (e) deposit all bundles of waste into the hopper(f) refrain from depositing waste of an explosive nature therein; (g) observe all Laws regarding recycling of refuse then imposed by governmental agencies having jurisdiction thereover and (h) observe any additional recycling rules established by the Condominium Board or the Residential Board.

28. Except as permitted under the Declaration and By-Laws, Residential Unit Owners, their families, guests, servants, employees, agents, visitors, tenants, sublessees or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the Building.

29. Residential Unit Owners, their guests, servants, employees, agents, visitors, tenants, sublessees or licensees shall not cause or permit any unusual or objectionable noise or odors to be produced upon or to emanate from their Units or any public portions of the Building.

30. No Residential Unit Owner or any of such Unit Owner's agents, servants, employees, licensees, tenants, sublessees or visitors shall at any time bring into or keep in such Unit Owner's 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.

31. If any key or keys are entrusted by a Residential Unit Owner or by any member of such Unit Owner's family or by such Unit Owner's agent, servant, employee, tenant, sublessee, licensee or visitor to an employee of the Residential Board or the managing agent of the Residential Section, 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 Residential Board nor the managing agent of the Residential Section shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

32. Nothing shall be done or kept in any Residential Unit, or in the General, Residential or Limited Common Elements which will increase the rate of insurance of the Building or contents thereof without the prior written consent of the Condominium Board. No Residential Unit Owner shall permit anything to be done or kept in such Unit Owner's Unit or in the General, Residential or Limited Common Elements which will result in the cancellation of insurance on the Building or which would be in violation of any Law. No waste shall be committed in the General, Residential or Limited Common Elements.

33. The Boards shall have the right from time to time to relocate any portion of the Common Elements devoted to storage or service purposes.

34. No group tour or exhibition of any Residential Unit or its contents shall be conducted, except group tours or exhibitions of any Unsold Residential Units owned by Declarant or its designee, nor shall any auction sale be held in any Residential Unit, except Unsold Residential Units without the prior consent of Residential Board or the managing agent of the Residential Section.

35. In the event that any Residential Unit is used for home occupation purposes which are permitted by Law and the By-Laws, in no event shall any patients, clients or other invitees be permitted to wait in any lobby, public hallway or vestibule.

36. Unless expressly authorized by the Residential Board in each case, at least 80% of the floor area of each Residential Unit (excepting only kitchens, pantries, bathrooms, closets and foyers) must be covered with rugs, carpeting or equally effective noise-reducing material.

37. There will be no barbecuing on Residential Limited Common Elements, or on the General Common Elements, except as specifically designated by the Residential Board.

38. The Residential Board reserves the right to rescind, alter, waive or add, as to one or more or all occupants, any rule or regulation at any time prescribed for the Residential Section when, in the reasonable judgment of the Residential Board, the Residential Board deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Residential Section, or the preservation of good order therein, or the operation or maintenance of the Residential Section, or the equipment thereof, or the comfort of Unit Owners, occupants or others in the Residential Section. No rescission, alteration, waiver or addition of any rule or regulation in respect of one Residential Unit Owner or other occupant shall operate as a rescission, alteration or waiver in respect of any other Residential Unit Owner or other occupant.

39. No article, including, but not limited to, bicycles and similar vehicles, shall be stored or allowed to stand on terraces, other than furniture of the kind usually maintained in outdoor areas.

40. Plantings on any terrace shall be contained in boxes of wood, lined with metal or other materials impervious to dampness and standing on supports at least two inches from the terrace surface, and, if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in masonry or hollow tile walls 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, but shall stand on supports at least two inches above the surface. It shall be the responsibility of the Residential Unit Owner to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. Such Residential Unit Owner shall pay the cost of any repairs rendered necessary, or damage caused, by such plantings. No planter shall be placed on any private terrace area or balcony if it exceeds a capacity of 2 cubic feet or if it

imposes a load exceeding 60 pounds per square foot, without the express written consent of the Board and, if required, the New York City Department of Buildings. No installation of any planters shall be permitted on the roofs of any penthouse bulkheads.

41. No Residential 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 or Residential Limited Common Elements any inflammable, combustible, or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of such Unit or Residential Limited Common Elements.

42. Smoking shall be prohibited in the Common Elements of the Building. Smoking in violation of this rule shall be deemed to constitute a nuisance pursuant to Paragraph 6.16.1 of the By-Laws. The term "smoke" or "smoking" shall include carrying, burning, or otherwise handling or controlling a lit or smoldering product containing tobacco, or other flammable substances, including, but not limited to, cigarettes, cigars, or pipes.

43. All Unit Owners shall be obligated to install white curtains, drapes, shades or blinds ("Window Treatments") in each Unit which are visible from the exterior of the Building in order to give the Building a uniform exterior appearance. Such Window Treatments shall be hung from each such window within sixty (60) days of the Closing Date, unless otherwise provided by the Board in writing. Notwithstanding the foregoing under no circumstances shall newspapers, blankets bed sheets, clothes or other articles of any kind be hung in the windows in lieu of Window Treatments and no personal property shall be stored in any window bay, except behind the Window Treatments.

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AGREEMENT OF COVENANTS AND RESTRICTIONS

THIS AGREEMENT OF COVENANTS AND RESTRICTIONS ("Agreement"), entered into as of this ___ day of _____ 201_, by and between Crescent 110 Equities LLC, a Delaware limited liability company having an office at 316 West 118th Street, New York, New York 10026, as grantor ("Grantor"), and _____, having an address at 2040 Frederick Douglass Boulevard (also known as 285 West 110th Street), New York, New York, Unit ____ as grantee ("Grantee").

WHEREAS, Grantor is the owner of certain real property consisting of Condominium Unit ____ (the "Unit"), in The 285 West 110th Street Condominium (the "Condominium"), 2040 Frederick Douglass Boulevard (also known as 285 West 110th Street), New York, New York, designated as Tax Block ___, Lot ____ on the Tax Map of the City of New York, County of New York, as more particularly described on **Exhibit A** attached hereto and made part hereof ("Unit"); and

WHEREAS, Grantor is the sponsor of that certain offering plan which was filed with the New York State Department of Law, pursuant to Article 9-B of the New York State Real Property Law, on _____, 201_ (the "Offering Plan"); and

WHEREAS, the Unit was constructed for the purpose of qualifying the Condominium for a partial real estate tax exemption pursuant to section 421-a of the New York State Real Property Law (the "421-a Program"); and

WHEREAS, Grantee is acquiring title to the Unit from Grantor on the day hereof and, as a requirement of the 421-a Program, the Unit is being sold to Grantee by Grantor on the date hereof at a below-market purchase price; and

WHEREAS, pursuant to section 6-09 of the Rules and Regulations of the City of New York ("Rules"), which Rules govern the implementation and administration of the 421-a Program, the initial sales price of the Unit was established so that the mortgage payment and common charges for the Unit do not exceed thirty percent (30%) of 125% of the area median income, adjusted for family size. Neither the 421-a Program nor the Rules impose any sales price restrictions on Grantee, after the initial sale of the Unit to Grantee by Grantor.

NOW THEREFORE, Grantee, in consideration of the matters set forth above, does hereby covenant and agree with Grantor that the Unit is being transferred to Grantee, subject to the covenants and restrictions set forth herein.

1. Right of First Refusal

A. Within five (5) business days after Grantee receives a fully executed contract to purchase Grantee's Unit together with its appurtenant Common Interest (such contract for the Unit is called an "Outside Contract" and the purchaser executing any such Outside Contract is called an "Outside Contract Vendee"), Grantee shall give notice by certified or registered mail, return receipt requested, to Grantor of the execution of such Outside Contract, which notice shall include as an exhibit a true copy of the Outside Contract. The giving of such notice to Grantor shall constitute an offer by Grantee to sell such Grantee's Unit together with its appurtenant Common Interest to Grantor, or its designee, corporate or otherwise, upon the same terms and conditions as contained in such Outside Contract, except as otherwise provided herein. Grantee shall submit in writing such further information with respect thereto as the Grantor may thereafter reasonably request. Not later than thirty (30) days after receipt of such notice, together with such information as may have been requested, Grantor may elect, by sending written notice to Grantee and the Residential Board of Managers before the expiration of said thirty (30) day period, by hand delivery or by certified or registered mail, return receipt requested, to purchase the Unit together with its appurtenant Common Interest (or to cause the same to be purchased by its designee, corporate or otherwise), on the same terms as provided for in the Outside Contract, except as otherwise provided herein.

B. In the event Grantor timely elects to purchase the Unit together with its appurtenant Common Interest or to cause the same to be purchased by its designee, corporate or otherwise, then title shall close at the office of the attorneys for Grantor, in accordance with the Outside Contract, on or about the later of (i) the date set for closing in the Outside Contract or (ii) sixty (60) days after the giving of notice by Grantor of its election to accept such offer. If said closing date is on a business day, then the closing of title shall occur on the next following business day. If pursuant to such Outside Contract, the Outside Contract Vendee was to assume or take title to the Unit subject to Grantee's existing mortgage or mortgages, Grantor may purchase the Unit and assume or take title to the Unit subject to said existing mortgage or mortgages, as the case may be. At the closing, Grantee shall convey the Unit to Grantor, or to its designee, corporate or otherwise by deed in the form required by Section 339-o of the Real Property Law of the State of New York, and, notwithstanding anything contained in the Outside Contract to the contrary, Grantee shall pay, at the closing, all New York City and New York State transfer taxes and New York State "mansion tax," if applicable, arising out of such sale. Notwithstanding anything in the Outside Contract to the contrary, real estate taxes (including water charges and sewer rents if separately assessed), mortgage interest, if any, and Common Charges shall be apportioned between Grantee and the Grantor, or its designee, corporate or otherwise, as of the closing date.

C. In the event Grantor or its designee fails to accept such offer within thirty (30) days after receipt of notice, as aforesaid, Grantor shall so advise Grantee and the Residential Board of Manager of the Condominium and Grantee shall have the right to convey title to the Unit to the Outside Contract Vendee on the terms provided for in the Outside Contract. In the event that title to the Unit does not close in accordance with the Outside Contract for any reason within 120 days after Grantor receives the notice and a

copy of the Outside Contract from Grantee, then should Grantee thereafter elect to sell the Unit together with its appurtenant Common Interest to any Outside Contract Vendee, Grantee shall be required to again comply with all the terms and provisions of this Paragraph 1.

2. Covenants and Restrictions.

A. Upon the re-sale of the Unit together with its appurtenant Common Interest by Grantee to any purchaser, during the period that a partial real estate tax exemption under the 421-a Program is in effect for the Unit, Grantee shall not cause or permit the closing of such sale to occur unless Grantee pays over to Grantor all Net Profit (hereinafter defined) realized by Grantee from such sale up to but not in excess of the applicable amount provided on **Exhibit B**, which Net Profit shall be substantiated by a certificate dated the date of the closing of said sale, signed by Grantee, in form and substance satisfactory to Grantor, delivered by Grantee to Grantor together with the payment of the Net Profit, certifying to Grantor the Net Profit from such sale and the calculation thereof, including, without limitation, Grantee's original purchase price for the Unit, the re-sale price for the Unit actually paid to Grantee, and Grantee's Permitted Closing Costs (as hereinafter defined) set forth in itemized detail, and said certificate shall be accompanied by a true and complete copy of the contract or agreement for the Grantee's purchase of the Unit, the contract or agreement for the sale of the Unit by Grantee, together with all amendments, if any, and copies of the receipts or paid invoices for all Permitted Closing Costs; and all of the aforementioned certificate and documents shall be delivered by Grantee to Grantor concurrently with the payment of the Net Profit to Grantor. Grantee shall have the right to retain any Net Profit upon the sale of the Unit in excess of the applicable amount provided on **Exhibit B** corresponding to the Unit so sold by Grantee. The Term "Net Profit", as used herein, means the amount, if any, by which (i) the gross selling price for Grantee's Unit (consisting of the total amount of cash and the fair market value of all property paid or payable to Grantee for the sale of Grantee's Unit) exceeds (ii) the sum of (x) the price paid by Grantee for Grantee's purchase of the Unit and (y) the Permitted Closing Costs actually paid by Grantee in connection with Grantee's sale of the Unit. The term "Permitted Closing Costs", as used herein, means the reasonable and customary out- of-pocket closing costs paid by Grantee to persons or parties not affiliated with Grantee in connection with Grantee's sale of the Unit, including, without limitation, brokerage commissions, attorney's fees, and transfer taxes. For the purpose of this paragraph, moving expenses shall not be deemed a Closing Cost.

B. Grantee's payment of the Net Profit to Grantor (or to such party as Grantor shall designate) shall be delivered to Grantor in the form of an unendorsed certified or official bank check, drawn on a bank or trust company which is a member of the New York Clearing House Association (or any successor organization) and delivered to Grantor (or Grantor's designee) at 316 West 118th Street, New York, New York 10026, Attention: accounting department, or as Grantor otherwise directs, within five (5) business days after the conveyance of title to the Unit. If Grantee shall fail to pay the Net Profit to Grantor within five (5) business days, then interest shall accrue on the unpaid Net Profit at the Default Rate (as hereafter defined), from the date of the closing of title to

the Unit to the date that Grantor shall have received payment in full of the Net Profit, which interest shall be payable by Grantee to Grantor upon demand. The "Default Rate" shall mean a rate of interest equal to the lesser of (i) 23.5% per annum or (ii) the maximum rate permitted by applicable law.

C. Grantee covenants that Grantee will not sell or transfer title the Unit to any person or entity, other than Grantor, unless (i) Grantee first enters into a written contract with a purchaser, (ii) Grantee affords to Grantor the right of first refusal as provided in this Agreement, and (iii) Grantor fails to exercise its right of first refusal. Any re-sale contract that Grantee enters into must explicitly state that such re-sale contract is subject to Grantee's right of first refusal in accordance with the terms of this Agreement.

4. Notices. All notices to Grantor shall be made to 316 West 118th Street, New York, New York 10026 via certified or registered mail, return receipt requested, by personal delivery, or by a nationally recognized overnight courier, or other address as may be designated by Grantor by notice to Grantee.

5. Remedies. (a) In the event Grantee or its successors or assigns shall violate any of the covenants and restrictions set forth in Paragraph 1 hereof, Grantor shall have the right to injunctive relief as well as to any of the remedies that may be available to Grantor under law or equity.

(b) There shall be a lien on the Unit in favor of Grantor for any and all amounts due and owing from Grantee to Grantor pursuant to this Agreement should Grantee fail to pay the Net Profit payable to Grantor pursuant to this Agreement in connection with any re-sale or other transfer of the Unit.

(c) Grantee shall be liable for and shall pay to Grantor, upon Grantor's demand all attorneys' fees, including disbursements, incurred by Grantor in connection with any action taken by Grantor to enforce the terms of this Agreement.

6. General Provisions.

A. Severability. If any term or provision of this Agreement shall be found to be void, voidable, or otherwise unenforceable, such term or provision shall be deemed severed from this Agreement and shall have no further force or effect, and the remaining terms and provisions shall thereafter continue in full force and effect to accomplish the intent and purpose of this Agreement to the fullest extent possible.

B. Waiver. To the extent permitted by law, Grantee hereby waives any and all rights it may have, at law or equity, to challenge, modify, set aside, extinguish, enjoin enforcement of, or seek relief from any of the terms, conditions, covenants, restrictions, or agreements in this Agreement.

C. Construction. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be

employed in the interpretation of this Agreement or any exhibits or amendments hereto.

D. Gender and Name. Whenever the context so requires, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.

E. Entire Agreement. This Agreement contains the complete and entire agreement between the parties respecting the transaction contemplated herein and supersedes all prior negotiations, agreements, representations and understandings, if any, between the parties respecting such matters.

F. Counterparts. This Agreement may be executed in any number of original counterparts, all of which evidence only one agreement and only one of which need be produced for any purpose.

G. Modifications. This Agreement may not be modified, discharged or changed in any respect whatsoever, except by a further agreement in writing duly executed by Purchaser and Seller. However, any consent, waiver, approval or authorization shall be effective if signed by the party granting or making such consent, waiver, approval or authorization.

H. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

I. Captions. The captions of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope, meaning or intent of this Agreement.

J. Defined Terms. Any terms used herein and not defined shall have the meaning ascribed thereto in the Offering Plan.

K. Successors and Assigns. This Agreement shall inure to the benefit of Grantor, its successors and assigns, and shall be binding on Grantee and the successors and assigns of Grantee, except that the provisions of Paragraph 2 hereof shall no longer be binding upon Grantee once Grantor shall have received full payment of the Net Profit payable to Grantor, as set forth in Paragraph 2.

IN WITNESS WHEREOF, Grantor and Grantee have each duly and fully executed this Agreement as of the date and year first above written.

GRANTOR:
Crescent 110 Equities LLC
By: Crescent 110 Manager LLC,
Manager

By: _____
Name:
Title:

GRANTEE:

By:_____
Name:

STATE OF NEW YORK)
COUNTY OF NEW YORK) s.s.:

On the _____ day of _____ in the year 201__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
COUNTY OF NEW YORK) s.s.:
On the _____ day of _____ in the year 201__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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

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Exhibit A

Exhibit B

Unit 2B	$1,609,895
Unit 2C	$ 983,726
Unit 2D	$ 951,706
Unit 3E	$1,538,740
Unit 3F	$1,166,952
Unit 4E	$1,538,740
Unit 4F	$1,166,952
Unit 5E	$1,538,740
Unit 5F	$1,166,952
Unit 6C	$1,536,961

Certifications

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CERTIFICATION OF SPONSOR AND PRINCIPALS OF SPONSOR PURSUANT TO PART 20 OF THE REGULATIONS ISSUED UNDER GENERAL BUSINESS LAW ARTICLE 23-A, AS AMENDED

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

Attention: Investment Protection Bureau

Re: Condominium Offering Plan
The 285 West 110th Street Condominium
2040 Frederick Douglass Boulevard (also known as 285 West 110th)
New York, New York 10026

Gentlemen:

The undersigned certify as follows:

We are the Sponsor and the principals of the Sponsor of the Condominium Offering Plan for the captioned property.

We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Attorney General in Part 20 and such other laws and regulations as may be applicable.

We have read the entire Offering Plan. We have investigated the facts set forth in the Offering Plan and the underlying facts. We have exercised due diligence to form a basis for making this certification. We jointly and severally certify that the Offering Plan does, and that all 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:

Crescent 110 Equities LLC

By: Crescent 110 Manager LLC,
Manager

By: _____
Robert Ezrapour, Member

Sworn to before me this
14 day of January, 2015

_____
Notary Public

GABRIELLE I. IACONIS
Notary Public New York State
Onondaga County #01IA6248186
Commission Exp. 09/19/20 15

PRINCIPAL OF SPONSOR:

By: _____
Robert Ezrapour

14 day of January, 2015

_____
Notary Public

GABRIELLE I. IACONIS
Notary Public New York State
Onondaga County #01IA6248186
Commission Exp. 09/19/20 15

Crescent 110 Equities LLC

By: Crescent 110 Manager LLC,
Manager

By: _____
Robert Ezrapour, Member

PRINCIPAL OF SPONSOR

Sworn to before me this
14 day of January, 2015

_____
Notary Public

GABRIELLE I. IACONIS
Notary Public New York State
Onondaga County #01IA6248186
Commission Exp. 09/19/2015

_____
Robert Ezrapour

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CERTIFICATION OF SPONSOR'S ARCHITECT / ENGINEER PURSUANT TO PART 20 OF THE REGULATIONS ISSUED UNDER GENERAL BUSINESS LAW ARTICLE 23-A, AS AMENDED

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

Attention: Real Estate Finance Bureau

Re: Condominium Offering Plan
The 285 West 100th Street Condominium
2040 Frederick Douglass Boulevard
(also known as 285 West 110th Street)

Gentlemen:

The Sponsor of the offering to convert the captioned property (the "Property") to condominium ownership retained our firm to prepare a report describing the construction and renovation of the Property (the "Report"). We examined the building plans and specifications that were prepared by our office, dated November 20, 2014, and prepared the Report, dated January 28, 2015, a copy of which is intended to be incorporated into the Offering Plan so that prospective Purchasers may rely on the Report.

The undersigned is an architect registered in New York State.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to the Report.

We have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made.

We hereby state, based on our knowledge, information, and belief, consistent with the professional standard of skill and care generally exercised by other design professionals providing similar services in the same locale as the Property, under similar circumstances and conditions, that the Report:

(i) sets forth in narrative form the physical condition of the entire Property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that we have examined;

(ii) in our professional opinion, affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the physical condition of the Property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that we examined;

(iii) does not omit any material fact;

(iv) does not contain any untrue statement of a material fact;

(v) does not contain any fraud, deception, concealment or suppression;

(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(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 representation or statement made.

We further certify that we are not owned or controlled by and have no beneficial interest in the Sponsor and that our compensation for preparing the Report is not contingent on the conversion of the Property to a condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the Property.

[EXECUTION ON THE FOLLOWING PAGE]

FXFOWLE ARCHITECTS, LLP

By: DANIEL J. KAPLAN, A.I.A., LEED
SENIOR PARTNER

(Signature)

(Architect's Seal)

REGISTERED ARCHITECT
DANIEL J. KAPLAN
019581
STATE OF NEW YORK

Sworn to before me

this 3 day of FEBRUARY, 2015

Notary Public

YONG LIU
Notary Public, State of New York
Registration #01LI6287518
Qualified In Kings County
Commission Expires August 12, 2017

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CERTIFICATION BY SPONSOR'S EXPERT
AS TO ADEQUACY OF BUDGET
PURSUANT TO PART 20 OF THE REGULATIONS ISSUED
UNDER GENERAL BUSINESS LAW ARTICLE 23-A, AS AMENDED

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

Attention: Real Estate Finance Bureau

RE: Condominium Offering Plan
The 285 West 110th Street Condominium
2040 Frederick Douglass Boulevard
(also known as 285 West 110th Street)
New York, New York 10026

Gentlemen:

The Sponsor of the condominium Offering Plan for the captioned property retained our firm, Kyrous Realty Group, Inc. to prepare **Schedule B** to the Offering Plan, containing projections of income and expenses for the first year of condominium operation.

Kyrous Realty Group, Inc. has been in the real estate management business for nearly thirteen (13) years, and currently manages more than thirty (30) cooperative and condominium apartment houses throughout 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 Attorney General in Part 20 insofar as they are applicable to **Schedule B**.

We have reviewed **Schedule B** and investigated the facts set forth in **Schedule B** and the facts underlying them with due diligence in order to form a basis for this certification. We have also relied upon our firm's experience in managing residential buildings.

We certify that the projections in **Schedule B** 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 **Schedule B**:

(i) sets forth in detail the projected income and expenses for the first year of condominium operation;

(ii) affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operation;

(iii) does not omit any material fact;

(iv) does not contain any untrue statement of a material fact;

(v) does not contain any fraud, deception, concealment or suppression;

(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(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 representation or statements made.

We further certify that we are not owned or controlled by the Sponsor. We understand that a copy of this certification is intended to be incorporated into the Offering Plan. This statement is not intended as a guarantee or warranty of the income and expenses for the 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.

KYROUS REALTY GROUP, INC.

By: _____

Name: Harriet Kyrous
Title: President

Sworn to before me
this 14 day of January, 2015

_____
Notary Public

KRISTIN A. INDORATO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01IN6316673
Qualified in New York County
Commission Expires Dec. 15, 2018

CERTIFICATION BY AN EXPERT ON THE ADEQUACY OF COMMON CHARGES PAYABLE BY THE NON-RESIDENTIAL UNIT OWNERS PURSUANT TO PART 20 OF THE REGULATIONS ISSUED UNDER GENERAL BUSINESS LAW ARTICLE 23-A, AS AMENDED

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

Attention: Real Estate Finance Bureau

Re: Condominium Offering Plan
The 285 West 110th Street Condominium
204 Frederick Douglass Boulevard (also known as 285 West 110th Street), New York, New York 10026

Gentlemen:

The undersigned certify as follows:

The Sponsor of the condominium Offering Plan for the captioned property retained our firm, Kyrous Realty Group, Inc. to prepare **Schedule B** to the Offering Plan, containing projections of income and expenses for the first year of condominium operation.

Kyrous Realty Group, Inc. has been in the real estate management business for nearly thirteen (13) years, and currently manages more than thirty (30) cooperative and condominium apartment houses throughout 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 20 insofar as they are applicable to the non-residential units listed in **Schedule B**.

We have reviewed the **Schedule B** as it impacts upon the non-residential units 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 owner of the non-residential units appear reasonable and adequate under existing circumstances to meet the anticipated operating expenses fairly attributable to such non-residential units for the projected first year of condominium operation, and that the allocation of common charges attributable to the non-residential units 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 non-residential units:

(i) set forth in detail the projected common charges for the non-residential units 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 non-residential units;

(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, suppression;

(vi) do not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) do not contain any representation or statement which is false, where we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by the sponsor. We understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the common charges fairly attributable to the non-residential units 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.

KYROUS REALTY GROUP, INC.

By: _____

Name: Harriet Kyrous
Title: President

Sworn to before me
this 14 day of January, 2015

_____
Notary Public

KRISTIN A. INDORATO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01IN6316673
Qualified in New York County
Commission Expires Dec. 15, 2018